

**GITWANGAK LAXYIP STRATEGIC ENGAGEMENT AGREEMENT (the
“Agreement”)**

This Agreement is dated for reference June 9, 2018 (“Effective Date”)

AMONG:

Simgiget’m Gitwangak as represented by the Hereditary Chiefs on their own behalf and on behalf of their respective Wilp members (the “**Simgiget’m Gitwangak**”) and the Simgiget’m Gitwangak Society (“**SGS**”), a society incorporated under the *Societies Act* S.B.C.2015, c.18 (collectively referred to in this Agreement as “**Gitwangak**”)

AND:

Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Indigenous Relations and Reconciliation (the “**Province**”)

(Each referred to as a “Party” and collectively referred to as the “**Parties**”)

WHEREAS:

- A. The Simgiget’m Gitwangak and their Huwilp are Gitksen people with Aboriginal rights and title within their Laxyip (traditional territory), a map of which is attached as Schedule “A, which are recognized and affirmed under section 35(1) of the *Constitution Act, 1982* (“Gitksen Aboriginal Rights”).
- B. The Province has committed to fully adopting and implementing the United Nations Declaration on the Rights of Indigenous Peoples and the Truth and Reconciliation Calls to Action.
- C. The Simgiget’m Gitwangak and their Huwilp were among the Plaintiffs, along with a number of other Gitksen Huwilp, in a land title action commenced in the Supreme Court of British Columbia under the style of cause *Delgamuukw v. British Columbia*, Action No. 0843 Smithers Registry.
- D. The Simgiget’m Gitwangak and their Huwilp continue to apply the Gitksen ‘Ayuuk’ (system of laws) to their use, governance and, management of resources within their Laxyip to sustain themselves and their way of life to ensure the health and well-being of their people now and for future generations.

- E. The Province, Gitwangak and Gitksan Treaty Society (“GTS”) have concluded a pilot project to test and evaluate a watershed-based structure and process for engagement on provincial land and resource decisions in Gitksen Laxyip, beginning with the Gitwangak Laxyip and coordinating with similar pilot projects in two other Gitksen watersheds.
- F. The Parties wish to build on the success of the pilot project and continue to strengthen their government-to-government relationship by developing a more positive engagement process in relation to lands and resources in the Gitksen Laxyip and by exploring new and cooperative ways to support sustainable economic development and use of resources within Gitwangak Laxyip.
- G. The Province is interested in developing new ways to realign and strengthen its relationship with the Gitwangak, respectful of Gitksen hereditary structures, Gitksen Ayuuk’, and Gitksen Aboriginal Rights and title within the Gitwangak Laxyip through this Agreement.
- H. It is Gitwangak’s view that every Provincial application for land and resource decisions within the Gitwangak Laxyip will have an adverse effect on Gitksen Aboriginal Rights.

NOW THEREFORE the Parties agree as follows:

1. INTERPRETATION

1.1 The following are the Appendices to and form part of this Agreement:

- Appendix A – Map of Gitwangak Laxyip
- Appendix B – Laxyip Engagement Framework (“Engagement Framework”)
- Appendix C – Gitwangak Laxyip Facilitator Terms of Reference (“Terms of Reference”)

2. PURPOSE

2.1 The purpose of this Agreement is to establish structures that allow for a stabilized government-to-government relationship and facilitate further reconciliation between the Province and Gitwangak by:

- a. enabling an effective and efficient consultation process regarding land and resource decisions through the Engagement Framework to assist the Parties in fulfilling their consultation obligations.

- b. working collaboratively with Gitwangak to make progress on joint initiatives (“Joint Initiatives”) that may include:
 - i. economic opportunities including resource revenue sharing, forestry tenure opportunities, forestry business opportunities;
 - ii. opportunities for collaborative land management and environmental stewardship including review and recommendations on the use of the Gitwangak Land Use Plan; and
 - iii. human resource capacity development.

3. HLA DAXGET’HL SIMGIGET’M GITWANGAK – GOVERNMENT-TO-GOVERNMENT FORUM (“The Forum”)

3.1 The Parties will establish a Forum consisting of:

- a) at least 3 members from Gitwangak, each representing one of the three Gitwangak Pdeek (Clans): Lax Skiik (Eagle Clan); Lax Gibuu (Wolf Clan); Ganeda (Frog Clan);
- b) and 3 members from the Province.

3.2 The Forum will meet face-to-face at least quarterly or by agreement of the Parties.

3.3 The Forum is responsible for:

- a. overseeing implementation of this Agreement including engagement with respect to proposed land and resource decisions;
- b. proposing amendments to the Engagement Framework in accordance with Section 4.5;
- c. reviewing quarterly reports and workplans completed by the Gitwangak Laxyip Facilitator;
- d. overseeing progress of Joint Initiatives related to the Agreement; and

- e. discussing relevant legislative, policy, strategic or regional issues that are of interest to the Parties.

4. LAXYIP ENGAGEMENT FRAMEWORK

- 4.1 The Parties will use the Engagement Framework attached as Appendix B when consulting on proposed strategic, administrative or operational decisions related to land and resource use made by Natural Resource Sector Ministries, including plans, approvals or renewals of tenures, certificates, permits or other authorizations (“Land and Resource Decisions”) within Gitwangak Laxyip during the term of this Agreement.
- 4.2 The following Ministries are participants to this Agreement:
 - a. Ministry of Indigenous Relations and Reconciliation;
 - b. Ministry of Forests, Lands, Natural Resource Operations and Rural Development;
 - c. Ministry of Energy, Mines and Petroleum Resources; and
 - d. Ministry of Environment and Climate Change Strategy.

(“Natural Resource Sector Ministries”)

- 4.3 The Parties agree that the Gitwangak Laxyip Facilitator will:
 - a. co-ordinate the engagement process under the Engagement Framework on behalf of the Gitwangak in accordance with the Terms of Reference attached as Appendix C; and
 - b. be the primary liaison with Simgiget’m Gitwangak and Wilp members in the Gitwangak Laxyip responsible for conveying Gitksen interests and concerns to the Province.
- 4.4 The Parties agree the Engagement Framework will constitute the means by which the Province will aim to fulfill its duty to meaningfully consult on Land and Resource Decisions within the Gitwangak Laxyip.
- 4.5 The Engagement Framework may be amended by written agreement of the Parties.

5. ROLES AND RESPONSIBILITIES

5.1 Gitwangak is responsible for:

- a) hiring the Gitwangak Laxyip Facilitator and ensuring they perform the responsibilities set out in the Terms of Reference;
- b) notifying the other Party in writing if the Gitwangak Laxyip Facilitator changes; and
- c) engaging with the Gitwangak Laxyip Facilitator to provide information on Gitksen interests and concerns regarding proposed Land and Resource Decisions in the Gitwangak Laxyip.

6. REPORTING AND EVALUATION

6.1 The Gitwangak Laxyip Facilitator will maintain a record of progress and activities, and submit quarterly status reports to the Parties as specified in the Terms of Reference.

6.2 The Gitwangak Laxyip Facilitator will meet quarterly with other Gitksen Facilitators and the Province to have an open, reflective and constructive discussion regarding quarterly status reports and other matters of interest.

6.3 The Parties will evaluate the Engagement Framework using the performance measures in Section 6.4 at quarterly meetings and in quarterly reports.

6.4 The following performance measures will be considered by the Parties in evaluating the Engagement Framework:

- a) Wilp within the Gitwangak Laxyip support and adhere to the Engagement Framework for meeting consultation obligations of the Parties;
- b) number of consultation/engagement processes completed within agency proposed timelines under the Engagement Framework;
- c) number of and rationale for departures from agreed upon process or timelines;
- d) evidence of good communication, information sharing and problem solving between the Parties;
- e) stability of Gitwangak decision making structure(s), evidence of

cooperation and communication within the Gitwangak Laxyip;

- f) quarterly status reports from Gitwangak Laxyip Facilitator submitted on time and complete.

7. FUNDING

- 7.1 For the term of this Agreement following the Effective Date, the Province will pay to SGS, on behalf of the Simgiget'm Gitwangak, a total amount of \$225,000 to support the implementation of this Agreement, as follows:
 - a. \$75,000 within 30 days of the Parties signing this Agreement; and
 - b. \$75,000 annually, on or before June 9th during the term of the agreement.

8. TERM AND TERMINATION

- 8.1 The term of the Agreement will commence on the Effective Date and will expire June 9, 2020, unless terminated earlier in accordance with section 8.2.
- 8.2 Either the Province or Gitwangak may terminate this Agreement by providing 30 days written notice to the other Party stating reasons for the termination.

9. GENERAL PROVISIONS

- 9.1 This Agreement is not a treaty or lands claims agreement within the meaning of section 25 or 35 of the *Constitution Act, 1982* (Canada), and does not affirm, recognize, establish, define, limit, amend, abrogate or derogate from any rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*.
- 9.2 This Agreement does not change or affect the positions any Party has, or may have, regarding its jurisdiction, responsibilities and/or decision-making authority, nor is it to be interpreted in a manner that would affect or unlawfully interfere with that decision-making authority.
- 9.3 This Agreement, including the appendices to the Agreement and any amendment to it, constitute the entire agreement between the Parties with respect to the subject matter of this Agreement. Any amendment to this Agreement must be agreed to in writing by the Parties.
- 9.4 If any part of this Agreement is void or unenforceable at law:

- a) the invalidity of that part will not affect the validity of the remainder, which will continue in full force and effect and be construed as if this Agreement had been executed without the invalid part; and
 - b) the Parties will negotiate and attempt to reach agreement on a replacement for the part declared or held invalid with a view to achieving the intent of the Parties as expressed in this Agreement.
- 9.5 Nothing in this Agreement affects the ability of the Parties to respond to any emergency circumstances.
- 9.6 The Province represents and warrants to Gitwangak, with the intent and understanding that they will be relied on by Gitwangak in entering into this Agreement, that it has the authority to enter into this Agreement and to make the covenants and representations in this Agreement that this Agreement is a valid and binding obligation of the Province.
- 9.7 Simgiget'm Gitwangak Society represents and warrant to the Province, with the intent and understanding that they will be relied on by the Province in entering into this Agreement, that:
- a) it is a duly incorporated society under the *Society Act*, and that it is in good standing;
 - b) it has the legal power, capacity and authority to enter into this Agreement for and on behalf of itself and to engage in the structures and processes under this Agreement on behalf of its members; and
 - c) this Agreement is valid and binding obligation upon it.
- 9.8 The Simgiget'm Gitwangak each represent and warrant to the Province, with the intent and understanding that they will be relied on by the Province, that they have the authority to enter into this Agreement and to engage in the structures and processes under this Agreement on behalf of their Wilp members and that this Agreement is a valid and binding obligation on them.
- 9.9 This Agreement may be executed in counterparts and/or electronically by the Parties and all of the counterparts taken together constitute one agreement.

Signed on behalf of Gitwangak by:

[Handwritten signature]

Sakxum Higookxw (Vernon Smith)

August 8, 2018

Date

[Handwritten signature]
Diminget (Art Mathews Jr.)

Aug 21/18

Date

[Handwritten signature]
Wii Hlengwax (Lance Williams)

August 2, 2018

Date

[Handwritten signature]
Halus (William Morrison)

08-20-18

Date

Lelt (Lloyd Ryan)

Date

[Handwritten signature]
Haaokw (Mike Denomme)

Aug 27th/2018

Date

Luulak (Sandra Williams)

Date

[Handwritten signature]

Simadiiks (Calvin Hyzims)

Aug 7th 2018

Date

Dewelasxw (Anna Marchildon)

[Handwritten signature]
Date Aug 8/2018

Gilawo'o (Alvin Hyzims)

[Handwritten signature]
Date

[Handwritten signature]

Authorized representative of SGS

Aug. 8/18

Date

Signed on behalf of:

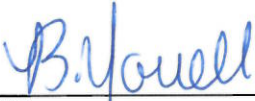
Government of British Columbia



Trish Balcaen
Assistant Deputy Minister
Ministry of Indigenous
Relations and Reconciliation

SEPT 13/18

Date



Witness

APPENDICES

APPENDIX B Laxyip Engagement Framework

1. Pre-engagement / Information Sharing

- 1.1 The Province will encourage applicants to contact the Gitwangak Laxyip Facilitator to engage with Simgiget'm Gitwangak and share information early in the engagement process. The Gitwangak Laxyip Facilitator will facilitate early engagement with appropriate Simgiget and Wilp members, and is encouraged to share information about the early engagement with the Province.

2. Consultation Initiation – Province provides information to Gitwangak Laxyip Facilitator

- 2.1 When the Province receives and reviews an application for a Land and Resource Decision within the Gitwangak Laxyip that may have an adverse effect on Gitksen Aboriginal Rights, recognized and affirmed by section 35(1) of the *Constitution Act, 1982*, and determines that it is required to consult with Gitksen, the Province will prepare and provide to the Gitwangak Laxyip Facilitator an information package in the form of a shared engagement record, which will be sent by email and include the following information:

- a) location, nature and extent of proposed activity;
- b) known Gitksen interests;
- c) potential impacts to Gitksen Aboriginal Rights; and
- d) the Province's suggested depth, timeline and approach to engagement.

- 2.2 The Gitwangak Laxyip Facilitator will review the shared engagement record, identify the relevant Wilp and share the information package with the appropriate Simgiget'm Gitwangak or delegate(s).

- 2.3 The Gitwangak Laxyip Facilitator will respond in writing (by email or other means) as soon as possible within 30 calendar days of receiving the shared engagement record to:

- a) confirm the Simgiget'm Gitwangak intentions to engage in consultation on the matter, and to request additional information or clarification relating to the application(s) or timelines if necessary; or
- b) to indicate that Simgiget'm Gitwangak have no interest in further consultation.

2.4 If the Province does not receive a response within 30 calendar days or where Gitwangak indicates no interest in further consultation, the Province may proceed to decision on the proposed decision(s).

3. Further Engagement

3.1 Where Gitwangak confirms that it intends to engage in consultation, the Parties will, within 60 calendar days from the date Gitwangak received the shared engagement record, have further discussions including making reasonable efforts to satisfy requests by the other party to meet in person with affected Simgiget'm, delegates or members.

3.2 The Parties will engage as reasonably required to discuss:

a) The Simgiget'm Gitwangak concerns and any recommendations to avoid, mitigate, or otherwise address potential impacts to Gitksen Aboriginal Rights;

b) the Province's views regarding potential adverse impacts to Gitksen Aboriginal Rights and any Simgiget'm Gitwangak proposals or recommendations;

c) shared or respective interests; and

d) any proposed measures to address those concerns including but not limited to:

i. non-economic accommodation measures such as avoidance or mitigation measures;

ii. potential for economic accommodation; or

iii. a decision not to authorize a particular activity.

3.3 Where the proposed decision carries the potential for serious adverse impacts to Gitksen Aboriginal Rights, and more time is reasonably required, the Parties will extend consultation for an additional time period, including target end date, to be determined by the Parties.

3.4 The Province and the Gitwangak Laxyip Facilitator will make available to the Province's statutory decision maker and the Simgiget'm Gitwangak a shared engagement record documenting the engagement process, Simgiget'm Gitwangak concerns, and recommended mitigation or accommodation measures.

3.5 Where the Parties are unable to reach agreement on appropriate accommodation measures to meaningfully address the concerns raised by Gitwangak, the Province will provide written reasons within the shared engagement record why Gitwangak's accommodation proposals have not been accepted.

4. Decision

4.1 Provincial statutory decision makers will consider all relevant information including the shared engagement record when making the decision.

APPENDICES

APPENDIX C Gitwangak Laxyip Facilitator Terms or Reference

1. **Gitwangak Laxyip Facilitator:**

Name: Anita Davis

Phone: (250) 849-5855

Email: jaksdavis5@gmail.com

2. **Gitwangak Laxyip Facilitator Responsibilities**

2.1 The Gitwangak Laxyip Facilitator will report to the Simgiget'm Gitwangak. The Gitwangak Laxyip Facilitator will act as the key contact for the Province on consultation matters within the Gitwangak Laxyip.

2.2 The Gitwangak Laxyip Facilitator is responsible for:

- a) providing organizational and logistical leadership and technical support to the Simgiget'm Gitwangak and Wilp members to support their participation in the Engagement Framework and accurately record their interests and concerns;
- b) facilitating engagement, exchange of information and maintaining and distributing records of engagement activities between Provincial staff, Simgiget'm Gitwangak and Wilp members to support implementation of the Engagement Framework;
- c) participating in training and other learning opportunities related to implementation of the Agreement;
- d) point of contact on engagement with Simgiget'm Gitwangak on Provincial policy initiatives;
- e) attending workshop sessions with Laxyip facilitators of the other Gitksen watersheds participating in related agreements to discuss implementation of the Agreement, share information, and identify areas for collaboration; and
- f) maintaining a record of progress and activities, and submitting quarterly status reports to the Parties setting out:

- i. the proposed Land and Resource Decisions referred to the Gitwangak Laxyip Facilitator using the Engagement Framework during the previous quarter; and
- ii. the Simgiget'm Gitwangak or other individuals contacted in respect of each proposed Land and Resource Decision, and whether or not responses have been provided to the Gitwangak Laxyip Facilitator.

2.3 Duties that support implementation of the Agreement include:

- a) Coordinating consultation between the Province and the Simgiget'm Gitwangak including:
 - i. receiving and distributing Provincial consultation information;
 - ii. supporting and summarizing Simgiget'm Gitwangak discussion and responses;
 - iii. facilitating engagement between the Province and Simgiget'm Gitwangak ;
and
 - iv. ensuring agreed upon timelines and engagement processes are adhered to.

- b) Leading communication, planning and reporting within the Gitwangak Laxyip including:
 - i. Setting up regular meetings with Simgiget'm Gitwangak of the Gitwangak Laxyip including logistical support and preparation of agendas, information packages and meeting and decision notes.
 - ii. Coordinating with respect to internal Gitksen governance disputes by facilitating information sharing, assisting to schedule meetings, or other communications as needed between Simgigets and if necessary, the Province.