

Interim Forestry Agreement

Between:

Adams Lake Indian Band,

as represented by Chief and Council of Adams Lake Indian Band
("ALIB")

And:

His Majesty the King in Right of the Province of British Columbia

, as represented by the Minister of Indigenous Relations and Reconciliation

("British Columbia" or "BC")

(each a "Party" and collectively the "Parties")

WHEREAS:

- A. The *Constitution Act, 1982*, section 35 (1) states, "the existing aboriginal and treaty rights of the aboriginal peoples of Canada are hereby recognized and affirmed."
- B. Adams Lake Indian Band has Secwépemc Interests within its Area of Responsibility.
- C. BC is committed to working towards the implementation of the United Nations Declaration on the Rights of Indigenous Peoples ("UNDRIP") and the Truth and Reconciliation Commission ("TRC") Calls to Action, by working in partnership with First Nation peoples in a collaborative and respectful manner to develop a vision of reconciliation to guide the adoption of UNDRIP, the TRC Calls to Action, and case law with Indigenous peoples of BC to establish positive government-to-government ("G2G") relationships built on a foundation of respect, rights, and reconciliation.
- D. BC is also committed to the *Declaration on the Rights of Indigenous Peoples Act* ("DRIPA"), which provides a framework for how UNDRIP will be implemented in BC. BC intends to take all measures necessary to ensure the laws of BC are consistent with UNDRIP in accordance with that Act.
- E. BC is a party to the Qwelmínte Secwépemc ("QS") to BC G2G Skú7pecen's Journey Letter of Commitment ("SJ LoC") dated April 1, 2022, where Adams Lake Indian Band is duly confirmed as a QS Signatory.
- F. BC is committed to achieving reconciliation and recognition with the QS Signatories, including Adams Lake Indian Band by building a G2G relationship based on recognition of rights, respect, co-operation and partnership as the

foundation for transformative change.

- G. In alignment with DRIPA, BC is committed to co-developing a new fiscal framework with First Nations peoples that supports the operation of First Nations governments, and recognizes First Nations / Secwépemc rights as outlined in the UNDRIP.
- H. In April 2022, BC announced a commitment to continue this work through the co-development of a new forestry revenue-sharing model with First Nations, where this work was anticipated to be completed by April 1, 2024; however, after review of the varying needs of First Nations across BC, this work will continue to be co-developed with First Nations.
- I. In April 1, 2023, the Parties entered into a Interim Forestry Agreement (“**2022 Interim Forestry Agreement**”) with the intention of that revenue-sharing agreement being the last of its kind to be replaced with the new forestry revenue model. The 2022 Interim Forestry Agreement expired March 31, 2024.
- J. Given the need to further develop the above mentioned revenue-sharing model, the Parties intend this Agreement to continue assisting in the achievement of stability and greater certainty for forest and range resource development on Crown lands within Adams Lake Indian Band’s Area of Responsibility by setting out an interim process for consultation regarding such development, and to provide a Revenue Sharing Contribution to assist Adams Lake Indian Band in its pursuit of activities to enhance the well-being of its community.
- K. The Parties wish to incorporate Secwépemc Knowledge through a jointly implemented Consultation Process as referenced in Appendix B.
- L. The Parties enter this Agreement as a continued interim measure pending BC’s intent to build a stronger G2G relationship and develop a different framework regarding fiscal relations with First Nations.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 - INTERPRETATION

Definitions. For the purposes of this Agreement, including the recitals, the following definitions apply:

“**Administrative and/or Operational Decision**” means a decision made by the Minister or a Delegated Decision Maker related to forest and range resources under provincial legislation that is included in the List of Decisions as defined and set out in Appendix B;

“**Area of Responsibility**” means the geographic area identified by QS Signatory] as their Ancestral / traditional territory located in Secwepemcúlecw (BC Interior) for the purposes of this Agreement and as shown on the map attached in Appendix A .

“**Band Council Resolution**” or “**BCR**” means a resolution of Adams Lake Indian Band having the form of Appendix D;

“**BC Fiscal Year**” means a period beginning on April 1 of a calendar year and ending on March 31 of the next calendar year;

“**Community**” means the Adams Lake Indian Band and its members;

“**Delegated Decision Maker**” means a person with authority to make statutory decisions with respect to forest and range resources under provincial legislation as amended from time to time;

“**Designate**” means the entity described in section 4.2;

“**Effective Date**” means the last date on which this Agreement has been fully executed by the Parties;

“**Eligible Volume**” means the volume of Crown timber provided to Adams Lake Indian Band in a direct award tenure under Section 47.3 of the Forest Act originating from the volume reallocation of the Forestry Revitalization Act that is appraised through the Market Pricing System;

“**First Fiscal Year of the Term**” means the BC Fiscal Year in which the Effective Date falls;

“**Forest Tenure Opportunity Agreement**” means an agreement signed between the Minister and a First Nation that provides for the Minister to direct award forest tenure under the Forest Act;

“**IFA**” means Interim Forestry Agreement;

“**Licensee**” means a holder of a forest tenure or a range tenure;

“**Matrix**” means the table set out in section 1.10 of Appendix B;

“**Minister**” means the Minister of Forests having the responsibility, from time to time, for the exercise of powers in respect of forests and range matters;

“**Operational Plan**” means a Forest Stewardship Plan, Woodlot Licence Plan, Range Use Plan, or Range Stewardship Plan, as those terms are defined in provincial forest and range legislation;

“**Payment Account**” means the account described in subsection 4.4(a);

“**RA**” means reconciliation agreement between BC and Adams Lake Indian Band that creates a foundation for the reconciliation of aboriginal rights and/or aboriginal title with Crown sovereignty but is not a treaty in the meaning of section 35(1) of the Constitution Act, 1982;

“**Revenue Sharing Contribution**” means each payment to be made by BC to Adams Lake Indian Band under Article 3;

“**SEA**” means a strategic engagement agreement between BC and Adams Lake Indian Band that includes agreement on a consultation process between Adams Lake Indian Band and BC in relation to the potential adverse impacts of proposed provincial land and natural resource decisions on Adams Lake Indian Band’s Secwépemc Interests;

“**Secwépemc Interests**” means:

- (a) asserted aboriginal rights, including aboriginal title; or
- (b) determined aboriginal rights, including aboriginal title, that are recognized and affirmed under section 35(1) of the *Constitution Act*, 1982;

“**Term**” means the term of this Agreement as set out in section 12.1; and

“**Timber Harvesting Land Base**” means the portion of the total land area of a management unit considered by the Ministry of Forests to contribute to, and be available for, long-term timber supply.

1.2 Interpretation. For the purposes of this Agreement:

- a) “includes” and “including” are not intended to be limiting;
- b) the recitals and headings are inserted for convenience of reference only, do not form part of this Agreement and are not intended to define, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- c) any reference to a statute in this Agreement includes all regulations made under that statute and any amendments or replacement of that statute or its regulations;
- d) unless the context otherwise requires, words expressed in the singular include the plural and vice versa;
- e) any reference to a corporate entity includes any predecessor or successor to such entity; and
- f) there will be no presumption that doubtful expressions, terms or provisions in this Agreement are to be resolved in favour of any Party.

1.3 Appendices. The following Appendices and Schedule are attached to and form part of this Agreement:

Appendix A - Map of Area of Responsibility

Appendix B - Consultation Process

Schedule 1 – Thompson-Okanagan Region List of Decisions

Appendix C - Revenue Sharing Contribution Methodology

Appendix D - Band Council Resolution Appointing Delegate

Appendix E - Annual Report

Appendix F - Adams Lake Indian Band – BC Strategic Topics

Appendix G - CFA Commitments Summary

Appendix H - Txweymímentem Senior Council Resolutions

Appendix I - List of Relevant and Informative Forestry Documents .

ARTICLE 2 - PURPOSE AND OBJECTIVES

2.1 Purpose and objectives. The purposes and objectives of this Agreement are:

- a) to establish a consultation process the Parties will use to consult on potential adverse impacts of proposed forest and range resource development activities, including Administrative and/or Operational Decisions or Operational Plans, on Adams Lake Indian Band’s Secwépemc Interests;
- b) to provide a Revenue Sharing Contribution to support the capacity of the Adams Lake Indian Band to participate in the consultation process under this Agreement;
- c) to enhance the social, economic and cultural well-being of the Community;

- and
- d) to recognize Adams Lake Indian Band's economic interests and assist in achieving greater stability and certainty for forest and range resource development within the Adams Lake Indian Band's Area of Responsibility.

ARTICLE 3 - REVENUE SHARING CONTRIBUTIONS

3.1 Calculation and timing of payments. Subject to sections 3.2 to 3.4, section 4.5 and Articles 5 and 11, during the Term, BC will:

- (a) make annual Revenue Sharing Contributions, calculated in accordance with Appendix C, to Adams Lake Indian Band (or its Designate under section 4.2, as the case may be); and
- (b) pay the annual Revenue Sharing Contribution in two equal instalments, the first to be made on or before September 30 and the second to be made on or before March 31.

3.2 First Fiscal Year. Notwithstanding section 3.1, for the First Fiscal Year of the Term the Revenue Sharing Contribution is deemed to be

\$3,650,529 [2024/25]

where the first instalment of which will be paid on or before September 30, 2024 if the Effective Date is prior to July 31 or on or before March 31, 2025 if the Effective Date is after July 31.

3.3 Prorated amounts. To determine the amount of the Revenue Sharing Contribution for partial BC Fiscal Years, the amount will be prorated from

- (a) the start of the month in which the Agreement is signed by Adams Lake Indian Band;
- (b) the end of the month in which the Agreement is terminated by either Party under Article 11, or;
- (c) the end of the month in which the Agreement expires.

3.4 Payment of prorated amounts. If the amount of the Revenue Sharing Contribution is prorated under section 3.3(b) or section 3.3(c) as a result of termination or expiry of the Agreement that takes effect:

- (a) prior to July 31, British Columbia will pay the full amount of the Revenue Sharing Contribution for that BC Fiscal Year in one instalment on or before September 30; and

- (b) the on or after July 31, British Columbia will adjust the second instalment for that BC Fiscal Year accordingly.

3.5 Subsequent BC Fiscal Year amounts. Before January 31 of each year during the Term other than the First Fiscal Year of the Term, British Columbia will provide written notice to by Adams Lake Indian Band of the amount of the Revenue Sharing Contribution for the following BC Fiscal Year and the summary document(s) and calculations identified in Appendix C.

3.6 Amount agreed to. Adams Lake Indian Band agrees that the amount set out in the notice provided under section 3.5 will be the amount of the Revenue Sharing Contribution payable under this Agreement for that following BC Fiscal Year.

ARTICLE 4 - DELIVERY OF PAYMENTS

4.1 Recipient entity. Unless Adams Lake Indian Band notifies BC that it has made an election under to section 4.2, Revenue Sharing Contributions will be paid to Adams Lake Indian Band.

4.2 Election of Designate. Adams Lake Indian Band may elect to have a Designate receive Revenue Sharing Contributions provided that the Designate:

- a) is a registered corporation or society with the legal authority and capacity to receive the funds for the purposes described in section 2.1; and
- b) is duly appointed to receive the Revenue Sharing Contribution on behalf of Adams Lake Indian Band and such appointment is confirmed by a BCR of Adams Lake Indian Band.

4.3 Obligations continue. The election of a Designate under section 4.2 does not relieve Adams Lake Indian Band of its obligations under this Agreement.

4.4 Payment Account. Adams Lake Indian Band or its Designate will:

- a) establish and, throughout the Term, maintain an account in the name of Adams Lake Indian Band (or its Designate, as the case may be) at a Canadian financial institution into which direct deposits can be made by BC, for the purpose of receiving monies payable by BC pursuant to this Agreement (the "Payment Account"); and
- b) provide to BC a sufficient address and account information respecting the Payment Account to enable BC to make direct deposit payments to the Payment Account.
- c) Requirement to make a payment. BC may withhold a Revenue Sharing Contribution it would otherwise be required to make until

Adams Lake Indian Band (or its Designate, as the case may be) has met the requirements set out in section 4.4.

- 4.5 Requirement to make a payment.** British Columbia may withhold a Revenue Sharing Contribution it would otherwise be required to make until Adams Lake Indian Band (or its Designate, as the case may be) has met the requirements set out in section

ARTICLE 5 - REVENUE SHARING CONTRIBUTIONS

- 5.1 Reporting requirements.** For each BC Fiscal Year following the First Fiscal Year of the Term, the requirement to make a Revenue Sharing Contribution is subject to:
- a) Adams Lake Indian Band having published all of the necessary statements and reports before the applicable dates as set out in Article 8; and
 - b) Revenue Sharing Contributions not having been suspended under Article 11.
- 5.2 Appropriation.** Notwithstanding any other provisions of this Agreement, the payment of money by BC to Adams Lake Indian Band pursuant to this Agreement is subject to:
- a) there being sufficient monies available in an appropriation, as defined in the Financial Administration Act, to enable BC in any BC Fiscal Year or part thereof when any such payment may be required, to make that payment; and
 - b) Treasury Board not having controlled or limited, pursuant to the Financial Administration Act, expenditure under any appropriation referred to in a).

ARTICLE 6 - CONSULTATION

- 6.1 Satisfaction of consultation obligations.** Subject to section 6.3, the process set out in Appendix B will be the means by which BC will fulfill its obligation to consult on proposed Operational Plans or proposed Administrative and/or Operational Decisions and, where appropriate, the means by which BC and Adams Lake Indian Band will identify potential measures to accommodate any potential adverse impacts on Adams Lake Indian Band's Secwépemc Interests resulting from Operational Plans or Administrative and/or Operational Decisions.
- 6.2 Map may be shared.** BC may share the map attached as Appendix A, including digital versions of the map, with provincial agencies or with a Licensee responsible for information sharing associated with Operational Plans or Administrative and/or Operational Decisions.
- 6.3 SEA or RA applies.** Notwithstanding 6.1:
- (a) if before the Effective Date, Adams Lake Indian Band enters into a SEA or RA that includes a consultation process that addresses forest and range

management and decision making, the consultation process set out in the SEA or RA will continue after the Effective Date;

- (b) if on or after the Effective Date Adams Lake Indian Band enters into a SEA, or RA that includes a consultation process that addresses forest and range management and decision making, then the consultation process set out in the SEA or RA will supersede and replace the consultation process set out in this Agreement for the term of the SEA or RA; and
- (c) if the SEA or RA referred to in (a) comes to the end of its term or is terminated prior to the end of the Term, then the consultation process set out in Appendix B will apply for the remainder of the Term.

6.4 Capacity funding. The Parties acknowledge and agree that to assist Adams Lake Indian Band to engage in consultation under this Agreement and in consultation under any SEA or RA that addresses but does not provide capacity funding for forest and range-related consultation, BC will provide to Adams Lake Indian Band, under section 1.4 of Appendix C, capacity funding of no less than **\$35,000** per annum.

ARTICLE 7 - ACKNOWLEDGMENTS AND COVENANTS

- 7.1 Revenue Sharing Contributions will vary. Adams Lake Indian Band acknowledges that forest and range revenues received by BC fluctuate and that the Revenue Sharing Contributions under this Agreement will vary over time.
- 7.2 Where consultation process followed. Adams Lake Indian Band agrees that if the consultation process set out in this Agreement is followed, BC has consulted, and this will be the process through which BC will identify potential accommodation measures to address the potential adverse impacts of Administrative and/or Operational Decisions, and any forest or range development practices that may be carried out under an Operational Plan, on Adams Lake Indian Band's Secwépemc Interests.

ARTICLE 8 - ANNUAL REPORTS and RECORDS

- 8.1 **Annual Report.** Within ninety (90) days of the end of each BC Fiscal Year, Adams Lake Indian Band will prepare an annual report, substantially in the form set out in Appendix E, identifying all expenditures made from the Payment Account since the date of the last such report or in the case of the first such report, since the Effective Date, and confirming that, aside from reasonable administrative expenses, all such expenditures were made in furtherance of the purposes and objectives referred to in section 2.1.
- 8.2 **Publication.** Adams Lake Indian Band will publish the annual report referred to in section 8.1 in a manner that can reasonably be expected to bring the information to the attention of Adams Lake Indian Band's communities and the public within ninety (90) days of the end of each BC Fiscal Year.

8.3 Continuing Obligations. Notwithstanding the termination or expiry of this Agreement, the provisions of this Article 8 will continue to apply for 90 ninety (90) days after Adams Lake Indian Band receives the final Revenue Sharing Contribution from BC.

ARTICLE 9 - ASSISTANCE

9.1 Cooperation and Support. Adams Lake Indian Band will work in partnership with British Columbia and in a timely manner to discuss and seek to resolve issues in relation to any action that might be taken by the Community that is inconsistent with this Agreement.

ARTICLE 10 - DISPUTE RESOLUTION

10.1 Dispute Resolution Process. If a dispute arises between BC and Adams Lake Indian Band regarding the interpretation of a provision of this Agreement:

- (a) duly appointed representatives of the Parties will meet as soon as is practicable to attempt to resolve the dispute;
- (b) if the Parties' representatives are unable to resolve the dispute, the issue will be referred to more senior representatives of BC and [QS Signatory]; and
- (c) if the dispute cannot be resolved by the Parties directly under subsections (a) or (b), the Parties may agree to other appropriate approaches to resolve the issue.

ARTICLE 11 - SUSPENSION and TERMINATION

11.1 Suspension of Revenue Sharing Contributions. BC may suspend further Revenue Sharing Contributions under this Agreement where Adams Lake Indian Band is in material breach of its obligations under this Agreement.

11.2 Notice of Suspension. Where Revenue Sharing Contributions are suspended under section 11.1, BC will provide notice to Adams Lake Indian Band of the reason for the suspension, including the specific material breach on which BC relies, and the Parties will meet to attempt to resolve the issue giving rise to the suspension.

11.3 Termination following suspension. If the issue giving rise to the suspension of Revenue Sharing Contributions is not resolved within sixty (60) days after notice is provided under section 11.2, BC may terminate the Agreement by written notice.

11.4 Termination by Either Party. This Agreement may be terminated by either Party on ninety (90) days' written notice or on a date mutually agreed on by the Parties.

11.5 Meet to attempt to resolve the issue. If a Party gives written notice under section 11.4, the Parties will, prior to the end of the notice period, meet and attempt to resolve any issue that may have given rise to the termination notice.

ARTICLE 12 - TERM

12.1 Term. This Agreement is effective on the date that it is fully executed by the Parties and will continue for two (2) years terminating on March 31st, 2026, unless the term is extended under section 12.2 or terminated under Article 11 11 or at the effective date of a new forestry revenue sharing process that replaces the FCRSA program.

12.2 Extension of the Term. At least two (2) months prior to the second anniversary of the Effective Date, the Parties will evaluate the effectiveness of this Agreement and decide whether to extend the Term.

12.3 Terms of the Extension. Where the Parties agree to extend the Term they will negotiate and attempt to reach agreement on the terms of the extension.

12.4 Evaluation. Either Party may, on an annual basis, request the participation of the other Party to review the effectiveness of this Agreement and to consider potential amendments to it.

ARTICLE 13 – REPRESENTATIONS and WARRANTIES

13.1 British Columbia represents and warrants to Adams Lake Indian Band, with the intent and understanding that the to Adams Lake Indian Band, will rely on such representations and warranties in entering into this Agreement, that British Columbia has the authority to enter into this Agreement.

13.2 Adams Lake Indian Band, represents and warrants to British Columbia, with the intent and understanding that British Columbia will rely on such representations and warranties in entering into this Agreement, that:

- (a) Adams Lake Indian Band has the legal power, capacity and authority to enter into this Agreement on behalf of the Community of the Adams Lake Indian Band.
- (b) Adams Lake Indian Band has taken all necessary actions and has obtained all necessary approvals to enter into this Agreement on behalf of the Adams Lake Indian Band Community; and
- (c) this Agreement is a valid and binding obligation upon Adams Lake Indian Band.

ARTICLE 14 - NOTICE and DELIVERY

14.1 Delivery of Notices. Any notice, document, statement or report contemplated under this Agreement must be in writing and will be deemed validly given to and received by a Party, if delivered personally, on the date of delivery, or, if delivered by mail, email or facsimile, when received by the Party at the following address:

if to BC: Deputy Minister

Ministry of Indigenous Relations and Reconciliation
P.O. Box 9100 STN PROV GOVT
Victoria B.C. V8W 9B1
Fax: 250.387.6594

and if to the Adams Lake Indian Band:

Kúkpi7 Lynn Kenoras-Duck
P.O. Box 588 6453 Hillcrest Road
Chase, B.C.
V0E 1M0

14.2 Change of Address. Either Party may, from time to time, give notice to the other Party of a change of address, email or facsimile number and after the giving of such notice, the address, email or facsimile number specified in the notice will, for purposes of section 14.1, supersede any previous address, email or facsimile number for the Party giving such notice.

ARTICLE 15 - GENERAL PROVISIONS

15.1 Governing law. This Agreement will be governed by and construed in accordance with the laws of British Columbia.

15.2 Not a Treaty. This Agreement does not:

- (a) constitute a treaty or a lands claims agreement within the meaning of sections 25 or 35 of the *Constitution Act, 1982* (Canada); or
- (b) establish, affirm, recognize, abrogate or derogate from any of Adams Lake Indian Band Secwépemc Interests.

15.3 No Admissions. Nothing in this Agreement will be construed as:

- (a) an admission of the validity of, or any fact or liability in relation to, any claims relating to alleged past or future infringements of Adams Lake Indian Band Secwépemc Interests;
- (b) an admission or acknowledgement of any obligation to provide any financial, economic or other compensation, including those in this Agreement, as part of British Columbia's obligation to consult and, as appropriate, accommodate; or

(c) in any way limiting the position the Parties may take in any proceedings or in any discussions or negotiations between the Parties, except as expressly contemplated in this Agreement.

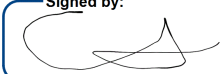
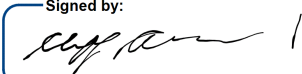
- 15.4 No Fettering.** Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by British Columbia or its agencies of any statutory, prerogative, executive or legislative power or duty.
- 15.5 No Implied Waiver.** Any waiver of any term or breach of this Agreement is effective only if it is in writing and signed by the waiving Party and is not a waiver of any other term or breach.
- 15.6 Assignment.** Adams Lake Indian Band must not assign, either directly or indirectly, this Agreement or any right of Adams Lake Indian Band under this Agreement without the prior written consent of British Columbia.
- 15.7 Emergencies.** Nothing in this Agreement affects the ability of either Party to respond to any emergency circumstances.
- 15.8 Acknowledgment.** The Parties acknowledge and enter into this Agreement on the basis that Adams Lake Indian Band has Secwépemc Interests within the Territory but that the specific nature, scope or geographic extent of those Aboriginal Interests have yet to be established. The Parties intend that broader processes that may be engaged in to bring about reconciliation may lead to a common understanding of the nature, scope and geographic extent of Adams Lake Indian Band's Secwépemc Interests.
- 15.9 Third Parties.** This Agreement is not intended to limit any obligation of Licensee or other third parties to Adams Lake Indian Band.
- 15.10 Other Economic Opportunities and Benefits.** This Agreement does not preclude Adams Lake Indian Band from accessing forestry economic opportunities and benefits, which may be available to it, other than those expressly set out in this Agreement.
- 15.11 Validity of Agreement.** If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of it to any person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.
- 15.12 Entire Agreement.** This Agreement and any amendment to it constitute the entire agreement between the Parties with respect to the subject matter of this Agreement.
- 15.13 Further Acts and Assurances.** Each Party must perform the acts,

execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

15.14 Execution in Counterpart. This Agreement may be entered into by each Party executing a separate copy of this Agreement and delivering that executed copy to the other Party by a method provided for in Article 14 or any other method agreed to by the Parties.

15.15 Amendment in Writing. No amendment to this Agreement is effective unless it is agreed to in writing and signed by the Parties.

SIGNED on behalf of **Adams Lake Indian Band:**

DocuSigned by: <i>Chief Lynn Kenoras - Duck Chief</i> 5713AE94238745B...	9/11/2024
_____ Kúkpi7 Lynn Kenoras-Duck	_____ Date
Signed by:  F4B47340210D450...	9/11/2024
_____ Councillor Cory Sampson	_____ Date
Signed by:  C216EA6A169647C...	9/12/2024
_____ Councillor Cliff Arnouse	_____ Date
Signed by: <i>Diane Jules</i> 635EA7885FF54D8...	9/12/2024
_____ Councillor Diane Jules	_____ Date
DocuSigned by: <i>Charles Narcisse</i> 8F2A8743B18042B...	9/11/2024
_____ Councillor Charles Narcisse	_____ Date
DocuSigned by: <i>Joyce Kenoras</i> 2B31C9D322774C7...	9/12/2024
_____ Councillor Joyce Kenoras	_____ Date
DocuSigned by: <i>Dave Nordquist</i> 4B1A5C80FF8B2...	9/11/2024
_____ Adams Lake Indian Band Witness Signature	_____ Date
_____	_____

SIGNED on behalf of **British Columbia:**

_____ Minister of Indigenous Relations and Reconciliation	_____ Date
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SIGNED on behalf of **Adams Lake Indian Band:**

Kúkpi7 Lynn Kenoras-Duck

Date

Councillor

Date

Councillor

Date

Adams Lake Indian Band Witness Signature

Date

SIGNED on behalf of **British Columbia:**



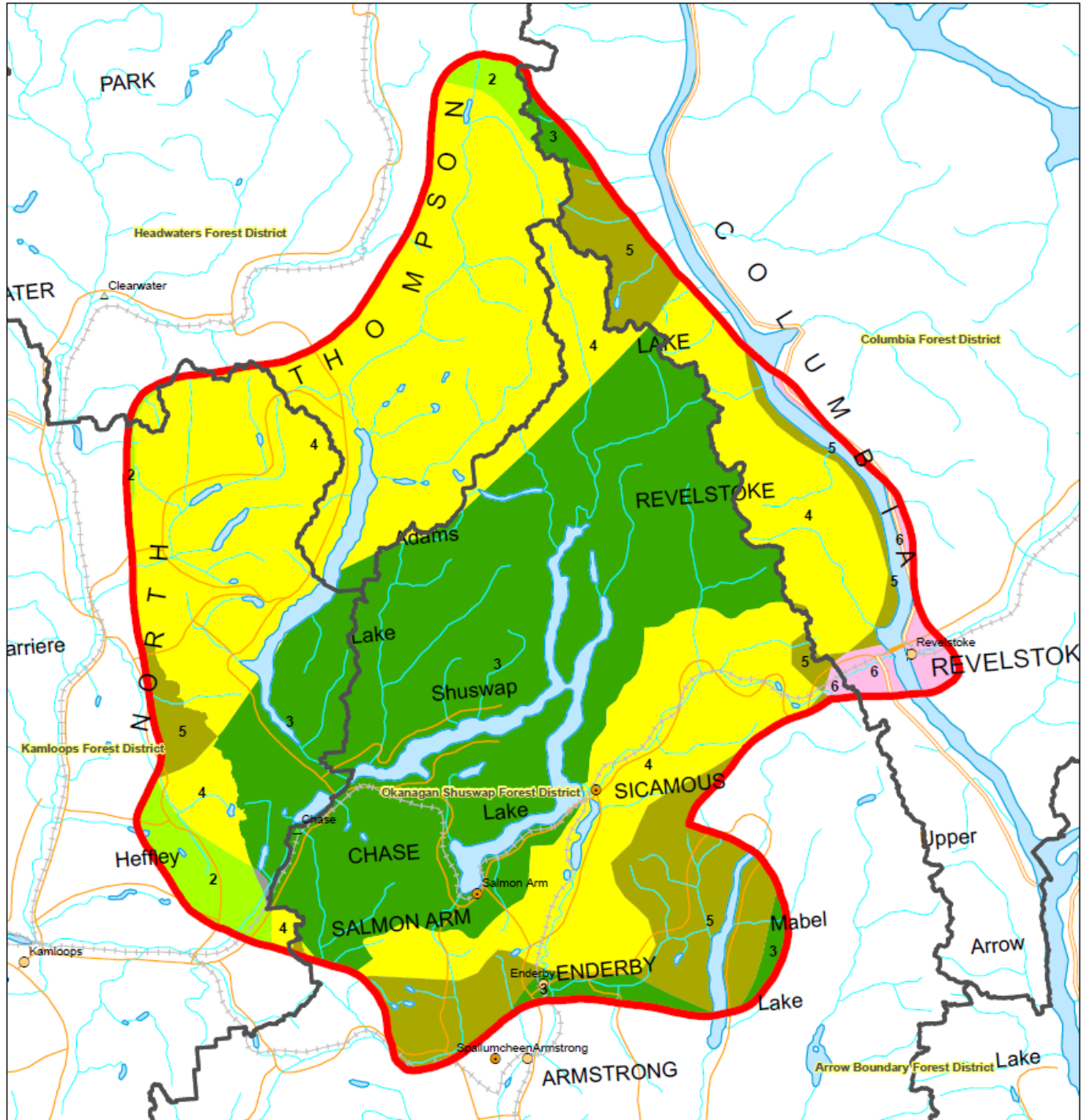
September 6, 2024

Minister of Indigenous Relations
and Reconciliation

Date

APPENDIX A

Map of Adams Lake Indian Band's Area of Responsibility & Revenue Sharing Map



APPENDIX B - CONSULTATION PROCESS FOR ADMINISTRATIVE AND/OR OPERATIONAL DECISIONS AND OPERATIONAL PLANS WITHIN ADAMS LAKE INDIAN BAND AREA OF RESPONSIBILITY

- 1.1 BC acknowledges that during the process of consultation with QS Signatory on proposed Administrative and/or Operational Decisions and Operational Plans, BC will effectively consider Secwépemc Knowledge as it is provided by Adams Lake Indian Band where the level of consideration for Secwépemc Knowledge will be made, through a phased approach proportional to the level of consultation required and in the spirit and intent of the SJ LOC IEA. For the purposes of consultation under this Agreement:
- (a) **“Secwépemc Knowledge”** includes, but is not limited to, cultural heritage and traditional cultural expressions of respective Secwépemc and knowledge of traditional Secwépemc lifeways and systems, whether in written or unwritten form and transmitted from generation to generation. Secwépemc Knowledge also includes Secwépemc tradition-based literary, artistic or scientific works; performances; inventions; scientific discoveries; designs; marks, names, and symbols; undisclosed information; and all other tradition-based innovations and creations resulting from intellectual activity in the industrial, scientific, literary or artistic fields related to Secwépemc’s customs, practices, and traditions that are continuously communicated by generations of Secwépemc, whether written or unwritten. Categories of Secwépemc Knowledge include, but are not limited to:
- (i) agricultural knowledge;
 - (ii) scientific knowledge;
 - (iii) technical knowledge;
 - (iv) governance and laws;
 - (v) spiritual knowledge;
 - (vi) ecological knowledge, including seeds, water, soils, weather, solar and lunar effects, processes, and cycles;
 - (vii) medicinal knowledge, including related medicines and remedies;
 - (viii) biodiversity-related knowledge;
 - (ix) land use, land tenure, and occupation;
 - (x) oral traditions and expressions in the form of music, dance, song, handicrafts, designs, stories, and artwork;
 - (xi) elements of languages, such as names, geographical indications, and symbols;
 - (xii) sports and traditional games;
 - (xiii) immovable cultural property (including sacred and historically significant sites and burial grounds);
 - (xiv) movable cultural properties;
 - (xv) documentation of Secwépemc heritage in archives, film, photographs, videotape, audiotape, and all forms of media;

- (xvi) human and genetic resources and remains; and
- (xvii) heritage knowledge.

- 1.2 BC will consult with Adams Lake Indian Band on proposed Administrative and/or Operational Decisions and Operational Plans that may potentially adversely impact Adams Lake Indian Band's Secwépemc Interests within the Territory, in accordance with this Appendix B.
- 1.3 Adams Lake Indian Band will fully participate in information sharing and/or consultation with BC, Licensees or proponents regarding proposed Administrative and/or Operational Decisions or Operational Plans within the Territory in accordance with this Appendix B.
- 1.4 In order to facilitate consultation, the Parties will use section 1.10 of this Appendix to determine which proposed Administrative and/or Operational Decisions and Operational Plans will require consultation, as well as the appropriate level of consultation for those decisions and plans.
- 1.5 The level of consultation required for the types of Administrative and/or Operational Decisions and Operational Plans listed in Schedule 1 (the "**List of Decisions**") will be the level indicated in the column of Schedule 1 headed "Consultation Level", unless the Parties agree to a different consultation level under section 1.11 of this Appendix.
- 1.6 If on or before January 31st a Party requests that the List of Decisions or the consultation level for a type of decision or plan set out in it be revised for a subsequent BC Fiscal Year, then the Parties will discuss that request and if the Parties agree to a revision, update the List of Decisions on or before March 31st of the current fiscal year.
- 1.7 If BC becomes aware of proposed Administrative and/or Operational Decisions or Operational Plans not contained in the List of Decisions that will have effect within the Territory of Adams Lake Indian Band during the current fiscal year, BC will notify the Adams Lake Indian Band of those decisions or plans and the Parties will, with reference to the criteria set out in the Matrix, seek to agree on the consultation levels that will be applicable to those decisions or plans.
- 1.8 If the Parties cannot agree upon which consultation level in section 1.10 of this Appendix should apply to a particular or any Operational or Administrative Decision or Operational Plan, then BC will consult with Adams Lake Indian Band on the basis of BC's consultation procedures in effect at the time as well as the applicable case law respecting consultation obligations.
- 1.9 In reviewing and responding to a proposed Administrative and/or Operational Decision or Operational Plan submitted to them, Adams Lake Indian Band will, unless otherwise agreed by the Parties, provide the party (i.e. BC, Licensee or proponent) that supplied the proposed decision or plan to them, with all reasonably available

information that will identify any potential adverse impacts to their Secwépemc Interests that may occur as a result of the proposed Administrative and/or Operational Decision or Operational Plan within the Territory or forest or range resource development practices that may be carried out pursuant to that decision or plan.

1.10 If a proposed Administrative and/or Operational Decision or Operational Plan is submitted to Adams Lake Indian Band and no response is received within the consultation period set out in section 1.10 of this Appendix for the consultation level applicable to the proposed Administrative and/or Operational Decision or Operational Plan, then BC may proceed to make a decision regarding the decision or plan.

1.11 The Parties agree that:

- a. as set out in the table below (the “Matrix”) there will be six (6) potential levels of consultation for a proposed Administrative and/or Operational Decision or Operational Plan;
- b. subject to the List of Decisions, the appropriate consultation level for a proposed Administrative and/or Operational Decision or Operational Plan will be determined by reference to the criteria set out in the Matrix;
- c. and the consultation period applicable to a consultation level is the period referred to in the Matrix, the List of Decisions or as otherwise agreed to by the Parties, whichever period is the longest.



Level	Description	Intent
1. Information Sharing: (Prior to formal consultation process)	Referral to Adams Lake Indian Band during planning to provide opportunity to incorporate Secwépemc Interests prior to submitting plan/request to Delegated Decision Maker.	Proponent or Licensee engages directly with Adams Lake Indian Band and provides a summary of communications to BC.
2. Available on Request	Type of notification whereby BC informs Adams Lake Indian Band they will not be sending out information.	BC notifies on an annual basis which decision(s) fall in this category. Adams Lake Indian Band can request more detail if they wish.
3. Notification	Notify in writing Adams Lake Indian Band about an upcoming decision and provide an overview information.	BC provides Adams Lake Indian Band base level information and a short reasonable time (21-30 calendar day consultation period determined by the

	Would be an opportunity for comment	Parties) to comment. Limited follow-up.
4. Expedited Consultation Process	Where there is an imminent threat to a resource value (e.g., mountain pine beetle spread control) an expedited consultation process is undertaken.	Intense but short timeline (about 10 calendar days). A justification for shortening the period would be given by describing the imminent threat. May require a meeting.
5. Normal Consultation	Follow on “normal” track for consultation guided by up-to-date consultation policy. Meetings to resolve issues where possible and make decision in a timely manner.	Intent to follow this course in most circumstances. Usually a 30 - 60 calendar day consultation period. May involve meaningful discussion of accommodation options, where appropriate. BC will notify Adams Lake Indian Band of the final decision, where requested by the Adams Lake Indian Band.
6. Deep Consultation	Use reasonable effort to inform in an accessible manner and to engage in full discussions around the proposed decision. Make reasonable efforts to accommodate where necessary. Preliminary assessments may indicate a significant Secwépemc Interest and a significant impact to that interest.	Would involve meaningful discussion of suitable accommodation options and interim solutions, where appropriate. May require extended timelines. BC will provide the Adams Lake Indian Band with the final decision and rationale in writing.

1.12 The Parties may agree to increase or decrease the consultation level for a specific proposed Administrative and/or Operational Decision or Operational Plan where detailed Secwépemc Interest information is provided that indicates a different consultation level is appropriate.

1.13 Unless requested by the Adams Lake Indian Band, BC is not obligated to inform the Adams Lake Indian Band of the Delegated Decision Maker’s decision where the consultation level in respect of the proposed decision was level three (3) or lower.

Schedule 1 – List of Decisions

Schedule B.1 – List of Decisions

Decision List to be used for decisions made in the Thompson Okanagan Region

Decision Number	Decision	Program	Decision Maker	Category	Suggested Consultation Level	Suggested Initial Consultation Period	Frequency of Decision (L,M,H)
FOREST ACT ADMINISTRATIVE DECISIONS							
TIMBER SUPPLY REVIEW (TSR) ALLOWABLE ANNUAL CUT (AAC)							
1	Timber Supply Reviews for Timber Supply Area Annual Allowable Cut Determination	Stewardship	Chief Forester	Administrative	Normal to Deep Strategic Nature	60 days	L
2	Allowable Annual Cut Apportionment (TSA)	Tenure	Minister	Administrative	Normal to Deep Strategic Nature	60 days	L
3	Allowable Annual Cut Disposition (TSA)	Tenure	Regional Executive Director	Administrative	Normal to Deep Strategic Nature	60 days	L
FOREST LICENCE							
4	Non-Replaceable Forest Licence (NRFL) Issuance	Tenure	Regional Executive Director	Administrative	Notification to Normal	60 days	L
5	Non-Replaceable Forest Licence (NRFL) Amendment	Regional Executive Director	Admin	Administrative	Available on Request to Normal	0 to 60 days	L
6	New Replaceable Forest Licence (RFL) (mostly First Nations)	Tenure	Regional Executive Director	Administrative	Notification to Normal	60 days	M
7	Consolidation of volume based licences within TSA	Tenure	Regional Executive Director	Administrative	Notification to Normal	60 days	L

8	Subdivision of volume based licences within a TSA	Tenure	Regional Executive Director	Administrative	Notification to Normal	60 days	L
9	RFL Replacement	Tenure	Regional Executive Director	Administrative	Notification to Normal	60 days	L
10	Transfer of AAC between TSA (S.18 of the <i>Forest Act</i>)	Tenure	Regional Executive Director	Administrative	Normal to Deep	60 days	L
11	Transfer of AAC between licences within a TSA (S. 19 of the Cut Control Regulation)	Tenure	Minister	Administrative	Available on Request to Normal	0 to 60 days	L to M
12	Transfer of Replaceable Forest Licences	Tenure	Minister	Administrative	Normal to Deep	60 days	L
13	Transfer of Forest Licences - NRFL	Tenure	Minister	Administrative	Normal	60 days	L
ROAD PERMIT ISSUANCE and FOREST SERVICE ROAD ESTABLISHMENT - Forest Service Road Use Regulation							
14	Road Use Permit	Engineering Tenure	District Manager and Timber Sales Manager	Administrative	Available on Request	0 days	H
15	Road Permit (RP), Road Permit Amendment or Road Permit Deactivation	BCTS	Timber Sales Manager	Administrative	Normal	60 days	H
16	Road Permit (RP), Road Permit Amendment or Road Permit Deactivation	Engineering Tenure	District Manager	Administrative	Available on Request to Deep	0 to 60 days	H
17	Forest Service Road Establishment or Decommissioning / Discontinuance and Closure	Engineering Tenure	District Manager and Timber Sales Manager	Administrative	Available on Request to Deep	0 to 60 days	L
18	Conversion of Major Timber Sale Licences	Tenure	Minister	Administrative	Normal	60 days	L
19	Exemptions From Cut Control Limits for Forest Health Purposes	Tenure	Regional Executive Director	Administrative	Available on Request	0 days	M
20	Free Use Permit (FUP) issuance	Tenure	District Manager	Administrative	Available on Request to Notification	0 to 60 days	VL
21	Authority to Harvest Timber by Crown Agents (Sec 52 of the Forest Act)	Tenure or Recreation	District Manager, Timber Sales Manager	Administrative	Available on Request to Notification	0 to 60 days	L

22	Permit to grow and/or harvest Christmas-Trees on Crown land (Commercial Scale)	Tenure	District Manager	Administrative	Available on Request to Notification	0 to 60 days	L
LICENSE to CUT - Occupation, Master License, Forestry and Fibre Supply Licences to Cut. See FA Licence to Cut Regulation							
23	Occupant Licence to Cut	Tenure, Recreation	District Manager, Land and Timber Manager, Manager of Major Projects	Administrative	Available on Request to Normal	0 to 60 days	M
24	Master Licence to Cut	Tenure	Oil and Gas Commission	Administrative	See Description	TBD	L
25	Forest Licence to Cut (FLTC) Issuance for small scale salvage (SSS)	Tenure Recreation	Regional Executive Director, District Manager, Land and Timber Manager, Manager of Major Projects	Administrative	Available on Request to Normal	0 to 60 days	H
26	(a) Intermediate Salvage Pilot (FLTC)	Tenure Recreation	District Manager and Regional Executive Director	Administrative	Available on Request to Normal	0 to 60 days	L
27	(b) Community Wildfire Protection (FLTC)	Tenure	District Manager and Regional Executive Director	Administrative	Available on Request to Normal	0 to 60 days	L
28	Fibre Supply Licence to Cut	Tenure	District Manager and Regional Executive Director	Administrative	Available on Request to Notification	0 to 60 days	L
29	Fibre Forestry Licence to Cut	Tenure	District Manager and Regional Executive Director	Administrative	Available on Request	0 days	L
30	Forest Licence to Cut Issuance by BC Timber Sales	BCTS	Timber Sales Manager	Administrative	Available on Request to Normal	0 to 60 days	VL
TREE FARM LICENSE (TFL)							
31	Timber Supply Review and Allowable Annual Cut (AAC) Determination	Stewardship	Chief Forester	Administrative	Normal to Deep Strategic Nature	60 days	L
32	AAC Determination Postponement	Stewardship	Chief Forester	Administrative	Notification to Normal	60 days	L
33	New TFL licence	Tenure	Minister	Administrative	Normal to Deep	60 days	L

34	Disposition of Undercut Volumes	Tenure	Regional Executive Director	Administrative	Normal	60 days	L
35	Management Plan Approval	Tenure	Chief Forester	Administrative	Notification	60 days	L
36	Conversion of TFL into a Community Forest Agreement (CFA)	Tenure	Minister	Administrative	Normal	60 days	VL
37	TFL licence consolidation	Tenure	Minister	Administrative	Notification to Normal	60 days	L
38	TFL Subdivision	Tenure	Minister	Administrative	Notification to Normal	60 days	L
39	TFL Surrender	Tenure	Minister	Administrative	Normal	60 days	L
40	TFL Transfer	Tenure	Minister	Administrative	Normal	60 days	L
41	Deletion of Crown Land from the TFL	Tenure	Minister	Administrative	Available on Request to Normal	0 to 60 days	L
42	Removal of BCTS area/volume from TFL	Tenure	Minister	Administrative	Normal	60 days	L
43	TFL Replacement	Tenure	Minister	Administrative	Normal	60 days	L
44	Removal or Addition of Private Land from the TFL	Tenure	Minister	Administrative	Normal	60 days	L
COMMUNITY FOREST AGREEMENTS							
45	Identification of Community Forest Agreement area and District Manager approval (unless the decision of the area is made at higher level)	Tenure Stewardship	District Manager	Administrative	Normal to Deep	60 days	L
46	Community Forest Agreement Management Plan approval and amendments and license issuance (MP includes a TSR)	Tenure	Regional Executive Director	Administrative	Notification to Normal	60 days	L
47	Boundary Amendment	Tenure	Regional Executive Director	Administrative	Notification to Normal	60 days	L
48	Replacement - Community Forest Agreement	Tenure	Regional Executive Director	Administrative	Notification	60 days	L
FIRST NATION WOODLAND LICENCE							
49	Identification of First Nation Woodland Licence Agreement (FNWL) area	Tenure	District Manager	Administrative	Normal	60 days	L to M
50	First Nation Woodland Licence (FNWL) Management Plan approval and license issuance	Tenure	Minister	Administrative	Normal	60 days	L to M

51	Boundary Amendment	Tenure	Regional Executive Director	Administrative	Available on Request to Notification	0 to 60 days	L
52	FN Woodlands License Replacement	Tenure	Regional Executive Director	Administrative	Notification	60 days	L to M
WOODLOT LICENCE							
53	AAC exemption to address for forest health catastrophic events (Section 75.9 of the Forest Act).	Tenure	Regional Executive Director	Administrative	Available on Request to Normal	0 to 60 days	L
54	Development and advertisement of a new woodlot licence (WL)	Tenure	Regional Executive Director	Administrative	Normal	60 days	VL
55	Direct award of woodlot to First Nations through interim measures agreement. (Either a new woodlot or adding an area to an existing woodlot)	Tenure	Minister	Administrative	Normal	60 days	L
56	Replacement of a woodlot licence, to current WL holder and no expansion of size	Tenure	Regional Executive Director	Administrative	Notification	60 days	M
57	Boundary amendment to increase Crown land only for FN direct award licences (7.1 WL regulation)	Tenure	Regional Executive Director	Administrative	Notification to Normal	60 days	VL
58	Minor (UP to 10% of original woodlot licence area) increase in Crown land area	Tenure	District Manager	Administrative	Notification to Normal	60 days	L
59	Disposition of private land from a Woodlot licence (may include exchange and/or deletions)	Tenure	Regional Executive Director	Administrative	Available on Request to Normal	0 to 60 days	VL
60	Deletion of Crown land from a woodlot licence	Tenure	Regional Executive Director	Administrative	Notification	60 days	L
61	Consolidation of 2 Woodlot Licences	Tenure	Regional Executive Director	Administrative	Available on Request to Notification	0 to 60 days	L
61.1	Transfer of existing Woodlot licence	Tenure	District Manager	Administrative	Notification to Normal	60 days	L
62	New Management Plan or Amendment	Tenure	District Manager	Administrative	Available on Request to Normal	0 to 60 Days	L

FOREST and RANGE PRACTICES ACT ADMINISTRATIVE DECISIONS

FOREST and RANGE PRACTICES ACT: Forest Stewardship and Woodlot Licence Plans (applies to FL, NRFL, TSL, FN Woodlands Licence, Community Forest Agreement, Woodlot Licence and TFL tenure agreements).

63	Forest Stewardship Plan (FSP)	Tenure Stewardship	Regional Executive Manager, District Manager	Operational	Normal	60 days	M
64	FSPs Amendments requiring approval (see below 1 to 6)	Tenure Stewardship	District Manager	Operational	N/A	N/A	L to M
64.1	1- Addition of a new forest development unit	Tenure Stewardship	District Manager	Operational	Notification to Normal	60 days	L
64.2	2- A material change to an existing forest development unit	Tenure Stewardship	District Manager	Operational	Notification to Normal	60 days	L
64.3	3- An intended change to result or strategy in section 12.2 to 12.5 of the FPPR (Results and Strategies instead of the practice requirements (defaults) for soils, wildlife and biodiversity objectives at the stand level)	Tenure Stewardship	District Manager	Operational	Available on Request to Normal	0 to 60 days	L
64.4	4 - A result or strategy in respect of which a remediation order under section 74 of FRPA is outstanding	Tenure Stewardship	District Manager	Operational	Notification to Normal	60 days	L
64.5	5- A change to the regeneration date, free growing date, free growing height or stocking standards that apply to an area in a manner that would be a significant departure from what was originally approved in the plan	Tenure	District Manager	Operational	Available on Request to Normal	0 to 60 days	M
64.6	6- A matter referred to in section (8) of FRPA (see section "FSP Mandatory Amendments")	Tenure Stewardship	District Manager	Operational	Available on Request to Notification	0 to 60 days	L
64.7	7- Adding or Removing a Party from an FSP, Adding or Removing a licence from an FSP, Transferring a licence to an Existing FSP	Tenure Stewardship	District Manager	Operational	Available on Request to Notification	0 to 60 days	M
65	FSP Mandatory Amendments (Section 8 of FRPA) (See below 1-6) (reference is to FPPR Part 2 Div 1 amendments to objectives)	Tenure Stewardship	District Manager	Operational	Notification to Normal	60 days	L
65.1	1- FSP Mandatory Amendments to the forest development unit is made or amended	Tenure Stewardship	District Manager	Operational	Notification to Normal	60 days	L
65.2	2- An objective set by government applicable to the forest development unit is established, varied or cancelled under FRPA	Tenure Stewardship	District Manager	Operational	Notification to Normal	60 days	L

65.3	3- If specific by regulation, another objective applicable to the forest development unit is varied or cancelled by order under FRPA	Tenure Stewardship	District Manager	Operational	Notification to Normal	60 days	L
65.4	4- A community watershed is or adjacent to the forest development unit is varied or cancelled by order under the regulations	Tenure Stewardship	District Manager	Operational	Notification to Normal	60 days	L
65.5	5- Timber is in the vicinity of the forest development unit has suffered catastrophic damage	Tenure Stewardship	District Manager	Operational	Notification to Normal	60 days	L
65.5	6- The Minister considers that the forest development unit is inconsistent with the events in the above (1 to 5)	Tenure Stewardship	District Manager	Operational	Notification to Normal	60 days	L
66	Forest Stewardship Plan Extensions	Tenure Stewardship	District Manager	Administrative	Notification to Normal	60 days	M
67	Silviculture Prescriptions (See Sec 12 of the Forest Practices Code of BC Act)	Tenure Stewardship	District Manager	Operational	Available on Request	0 days	L
68	Woodlot Licence Plan	Tenure	District Manager	Operational	Notification to Normal	60 days	M
69	Woodlot Licence Plan Amendment	Tenure	District Manager	Operational	Available on Request to Notification	0 to 60 Days	M
70	Woodlot Licence Plan Extension	Tenure	District Manager	Operational	Notification	60 Days	M to H
71	Cutting Permit Issuance (Woodlots, Master Licences to Cut)	Tenure Stewardship	District Manager	Contractual	Available on Request to Deep	0 to 60 days	L to H
72	Cutting Permit Issuance (Major Licences RFLs NRFLs, TFLs, TLs, CFAs)	Tenure Stewardship	District Manager	Contractual / Operational	Available on Request to Normal	0 to 60 days	H
73	CP amendments	Tenure	District Manager	Operational	Available on Request to Normal	0 to 60 days	L
FRPA: GOVERNMENT ACTIONS REGULATION In this regulation "Act" means the Forest and Range Practices Act. Actions under this regulation are applicable to agreements issued under FRPA							
74	6 (1) Lakeshore management zones and objectives	Stewardship	Minister	Administrative	Notification	60 days	VL
75	7 (1) Scenic areas and visual quality objectives	Stewardship	Minister	Administrative	Notification	60 days	VL
76	8 (1) Community Watersheds and water quality objectives	Stewardship	Minister	Administrative	Normal	60 days	VL to L
77	9 (1) General Wildlife Measures	Stewardship	Minister	Administrative	Notification to Normal	60 days	L

78	10 (1) Wildlife Habitat Areas	Stewardship	Minister	Administrative	Normal	60 days	L to M
79	11 (1) Wildlife Habitat Features	Stewardship	Minster	Administrative	Notification to Normal	60 days	L
FOREST PRACTICES CODE ACT: Provincial Forest Use Regulation							
80	Special Use Permit (SUP) Issuance and Replacement (This is distinct from SUPs under other legislation)	District Manager	District Manager	Administrative	Available on Request to Normal	0 to 60 days	M
BC TIMBER SALES							
81	Timber Sale Licence (TSL) Development to Issuance	BCTS	Timber Sales Manager	Administrative	Normal to Deep	60 days	M to H
82	Timber Sale Licence (TSL) Issuance	Timber Sales Manager	Timber Sales Manager	Administrative	Available on Request to Notification	0 to 60 days	M to H
83	Conversion of Replaceable Timber Sale Licences	Tenure	Regional Executive Director	Administrative	Notification to Normal	60 days	VL
FOREST HEALTH							
84	Chemical Treatments Spraying	Stewardship	Regional Executive Director	Administrative/Operational	Normal	60 days	M
85	Chemical treatments/Fertilization	Stewardship BCTS	Regional Executive Director	Administrative/Operational	Normal	60 days	L
86	Non-chemical treatments (e.g. Biological - Btk, <i>Bacillus thuringiensis Kinase, sterile insect</i>)	Stewardship BCTS	Regional Executive Director	Administrative/Operational	Normal	60 days	L
LAND BASED ACTIVITY, FOREST ENHANCEMENT, LAND STEWARDSHIP, FUEL MANAGEMENT							
87	Data Collection/Inventory Projects •Ground Detection Surveys (Probes) •Overview Assessments: Aerial/Ground Truthing •Assessment & Planning: (Treatment Prescription, Layout) •Sediment Source Assessments •Computer Modelling & Mapping	Stewardship	Contractual	Operational	Available on Request	0 days	L to H

88	Land Based Treatments Low Level •Bridge and Culvert Replacement/Maintenance •Road Deactivation •Tree Planting	Stewardship	Contractual	Operational	Available on Request to Notification	0 to 60 days	M
89	Land Based Treatments Moderate Level •Fish Passage Treatments •Stand Tending (Brushing or Spacing) •Mechanical Site Prep •Fuel Management Treatments	Stewardship	Contractual	Operational	Notification to Normal	60 days	M
90	Ecosystem Restoration Treatments: Harvesting, Spacing, Thinning, Prescribed Burning.	Stewardship	Contractual	Operational	Normal	60 days	M
91	Fertilization	Stewardship	Contractual	Operational	Normal	60 days	L
92	Authority to Cut, Damage or Destroy Timber (Sec 52 of the FRPA)	Stewardship	Tenures	Operational	Available on Request to Notification	0 to 60 days	L
WILDFIRE MANAGEMENT							
93	Wildfire Management Plans Ministry Policy Manual	Stewardship Recreation Tenure	District Manager and Fire Centre Manager	Policy	Notification to Normal	60 days	L
94	Wildfire Rehabilitation	Lands & Resources	District Manager	Operational	Notification to Normal	60 days	L
95	Wildfire Risk Reduction	Lands & Resources / Stewardship	District Manager	Operational	Notification to Normal	60 Days	H
Decision Number	Decision	Program	Decision Maker	Category	Suggested Consultation Level	Suggested Initial Consultation Period	Frequency of Decision (L,M,H)
RANGE INVASIVE PLANTS							
1	Invasive Plant Pest Management Plan	Range	Director of Range Branch	Administrative	Normal	60 days	M
RANGE GRAZING LEASE DECISIONS - Land Act							
2	Grazing Lease Tenure replacement (existing tenure renewal) Land Act, Section 11	Range	Director of Range Branch; District Manager	Administrative	Normal	60 days	L

3	Grazing Lease minor boundary change	Range	Director of Range Branch; District Manager	Administrative	Available on Request to Notification	0 to 60 days	VL
4	Grazing lease major boundary change	Range	Director of Range Branch; District Manager	Administrative	Normal	60 days	VL
5	Grazing Lease Management Plan	Range	Director of Range Branch; District Manager	Operational	Normal	60 days	L
6	Amendment to Grazing Lease Management Plan	Range	Director of Range Branch; District Manager	Operational	Available on Request to Normal	0 to 60 Days	L
7	Range Improvements - Large Scale Developments	Range	Director of Range Branch; District Manager	Operational	Notification to Normal	60 Days	L
RANGE TENURE DECISIONS - Range Act							
8	New Range Agreement (licence) vacancy (relinquished tenure)	Range	District Manager	Administrative	Normal	60 days	M
9	New range agreement (licence) new opportunity (no previous tenure in area)	Range	District Manager	Administrative	Normal	60 days	L
10	Direct award of new range agreement to FN as part of an agreement	Range	Director	Administrative	Normal	60 days	L
11	Licence replacement (grazing and hay cutting licences)	Range	District Manager	Administrative	Normal	60 days	M
12	Grazing Permit Issuance	Range	District Manager	Administrative	Normal	60 days	L
13	Direct Award/Competitive Award <3 Year Grazing Permit Issuance	Range	District Manager	Administrative	Notification	60 Days	L
14	Temporary increase of hay or forage for specified year	Range	District Manager	Administrative	Available on Request to Notification	0 to 60 days	L
15	Range Agreement amendments including boundary changes, etc	Range	District Manager	Administrative	Available on Request to Normal	0 to 60 days	L
16	Non-use Agreements	Range	District Manager	Administrative	Available on Request to Notification	0 to 60 days	M
RANGE OPERATIONS-FOREST AND RANGE PRACTICES ACT							

16	New Range Use Plan or Stewardship Plan	Range	District Manager	Operational	Normal	60 days	M
17	Major Range Use Plan Amendments	Range	District Manager	Operational	Notification to Normal	60 Days	L
18	Minor Range Use Plan Amendments	Range	District Manager	Operational	Available on Request	0 Days	L
18	Range Development	Range	District Manager	Operational	Notification to Normal	60 days	H
19	Range Development (Minor)	Range	District Manager	Operational	Available on Request to Notification	0 to 60 days	H

APPENDIX C - Revenue Sharing Contribution Methodology

Territory Forest Revenue Sharing Component

- 1.0 In each BC Fiscal Year that this Agreement is in effect, and subsequent to the release by the Minister of Finance of the previous BC Fiscal Year's public accounts, a summary document will be prepared of the Forest Districts {within the Area of Responsibility of the [QS Signatory]} forest revenue, defined as the total of stumpage, waste and annual rent payments received by the Crown for the previous 2 BC Fiscal Years. An average amount over 2 years will be calculated for the Forest Districts within the Area of Responsibility of the Adams Lake Indian Band.
- 1.1 For the purposes of the summary document in section 1.0 of this Appendix, the stumpage payments from Eligible Volume in Adams Lake Indian Band's Forest License (if applicable) will not be included in the calculations of forest revenue.
- 1.2 The amount of the forest revenue attributed to the Adams Lake Indian Band's Territory will be calculated by determining the percent of Adams Lake Indian Band's Territory that falls within the Timber Harvesting Land Base in the Forest Districts within the Area of Responsibility of the Adams Lake Indian Band applied against the forest revenue described in section 1.0 of this Appendix. This calculation will prorate for overlapping territories of other First Nations.
- 1.3 The Territory Forest Revenue Sharing Component will be calculated by multiplying 10 percent of non-BC Timber Sales forest revenue attributed to the Adams Lake Indian Band and 13 percent of BC Timber Sales forest revenue, as described in section 1.2 of this Appendix.
- 1.4 If Adams Lake Indian Band is not receiving capacity funding for forestry consultation through a SEA or RA, then it will receive **\$35,000** or the amount calculated in accordance with section 1.3, whichever is greater, which may be used by Adams Lake Indian Band as capacity funding to participate in the consultation process in accordance with section 6.0 of this Agreement.
- 1.5 For each BC Fiscal Year that this Agreement is in effect, the calculations outlined in sections 1.0 to 1.4 of this Appendix will be performed.

Direct Award Tenure Forest Revenue Sharing Component

- 2.0 Subsequent to the release by the Minister of Finance of the previous BC Fiscal Year's public accounts, a summary document will be prepared detailing of Adams Lake Indian Band's Forest License (if applicable) forest revenue, defined as the total of stumpage payments received by the Crown for the previous BC Fiscal Year from Eligible Volume within the Forest Licence.
- 2.1 The Direct Award Forest Tenure Revenue Sharing Component will be calculated by

multiplying 75 percent of the forest revenue as described in section 2.0 of this Appendix.

- 2.2 For each Fiscal Year that this Agreement is in effect, the calculations outlined in sections 2.0 and 2.1 of this Appendix will be performed.

Forest Revenue Sharing Transition

- 3.1 For each BC Fiscal Year that this Agreement is in effect, a portion of the Revenue Sharing Contribution is calculated by adding the total of the Territory Forest Revenue Sharing Component to the Direct Award Tenure Forest Revenue Sharing Component for that BC Fiscal Year.
- 3.2 For each BC Fiscal Year that this Agreement is in effect, the remaining portion of the Revenue Sharing Contribution is calculated by determining the value of the payments that were made by BC to Adams Lake Indian Band in any given full year under the *Adams Lake Indian Band Forest and Range Opportunity Agreement* (“the Annual Amount”) and applying the following percentages to that Annual Amount:
- a) 3.2.1 2024/25 BC Fiscal Year 40 percent;
 - b) 3.2.2 2025/26 BC Fiscal Year 40 percent
- 3.3 Notwithstanding section 3.2 of this Appendix, if the Revenue Sharing Transition Calculation for those BC Fiscal years under section 3.1 provides:
- a) an amount calculated under sections 1.3 and 2.1 of this Appendix that is equal to or greater than the annual payments received under the Adams Lake Indian Band Forest and Range Opportunity Agreement, then Adams Lake Indian Band will receive the annual payments described by the Revenue Sharing Calculation in section 3.1 for those BC Fiscal Years; or
 - b) an amount calculated under the Revenue Sharing Transition Calculations in sections 3.1 and 3.2 of this Appendix that is greater than the annual payments received under the Adams Lake Indian Band Forest and Range Opportunity Agreement, then Adams Lake Indian Band will receive an annual payment for those BC fiscal Years that is equal to the annual payment received under the Adams Lake Indian Band Forest and Range Agreement.

**Appendix D - Band Council Resolution
Appointing the
Recipient Entity for the Adams Lake Indian Band's
FCRSA**

**[Only required if a Recipient Entity is designated
(as defined in Section 4.2)]**

Appendix E - Annual Report

(Example only)

Socio-economic Priority	2024/2025 Planned Expenditures	2024/2025 Actual Expenditures	Outcomes Achieved	Variance Explanation

Confirmation

In accordance with section 8.1 of this Forest & Range Consultation and Revenue Sharing Agreement, Adams Lake Indian Band confirms that aside from reasonable administrative expenses, all actual expenditures were made for the purpose of furthering the purposes and objectives set out in section 2.1 of the Agreement.

Signed this ___ day of _____:

(Signature)

(Name) On behalf of Adams Lake Indian Band

APPENDIX F: Adams Lake Indian Band – BC Strategic Topics

Adams Lake Indian Band and BC are committed to the following strategic topics:

1. Forest Landscape Planning (*Forest and Range Practices Act*);
2. Carbon economy and climate adaptation;
3. Explore how to incorporate Secwépemc Knowledge through a jointly implemented Consultation Process; and
4. A jointly developed process to discuss any Adams Lake Indian Band identified issues relating to the undercut of Bill 28 volume, if applicable.

APPENDIX G: CFA Commitments Summary

The following is a summary of CFA commitments:

- a. On March 11, 2021, Qwelmínte Secwépemc (“**QS**”) to BC Senior Council endorsed the following resolutions and their associated decision points:
 - i. *Txweymímentem* Senior Council Resolution - 0001: Skú7pecens Journey and the QS-BC Joint Intentions Paper (“**JIP**”);
 - ii. *Txweymímentem* Senior Council Resolution – 0002: Respecting & Recognizing the Campfire/Division, Interim Engagement Process & Enhancement Approach; and
 - iii. *Txweymímentem* Senior Council Resolution – 0003: Transformation Agreement 1.0: CFA.
- b. BC has since entered its internal approvals process to seek Minister-level endorsement of Skú7pecen’s Journey Letter of Commitment (“**SJ LoC**”), which includes the JIP and the associated implementation funding.
- c. Along with the SJ LoC and JIP, BC is also advancing the request to negotiate a CFA (identified as the first of five (5) collective agreements in the JIP). BC and QS are actively working to continue to refine the negotiation mandate request with additional funding and clarity on the CFA Term Sheet.
- d. One intention of the CFA is to jointly develop a new recognition-based forestry revenue sharing model, to replace the Agreement. The terms of this model are yet to be negotiated and require the negotiation mandate requests to be approved by both Parties to move forward.
- e. QS Signatory communities began work internally to support and refine the negotiation mandate request with the CFA Term Sheet, through their internal approval processes, seeking endorsement at the Joint Leadership Council on August 25, 2021. Pursuant to this approval, the QS will be working with the communities and their respective Campfire/Divisions to further ratify the mandate requests with each of the QS signatories, in parallel with BC’s approval process.
- f. While this Confirmation and Amending Agreement cannot confirm the CFA mandate, the Parties do wish to affirm the intentions to move forward in replacing the Agreement through the CFA and are taking the steps to secure the approvals to do so.

APPENDIX H: *Txweymíntem* Senior Council Resolutions



TXWEYMÍNTEM (EVERYONE WORKING TOGETHER ON ONE TOPIC) **RESOLUTION**

Title: **SKÚ7PECEN'S JOURNEY AND QS-BC JOINT INTENTIONS PAPER**

RESOLUTION#2021-0001

Date of Reference:2021.02.16

WHEREAS

The Qwelmínte Secwépemc (“**QS**”) is comprised of certain Secwépemc communities who are each signatory (“**QS Signatory**”) to the Secwépemc–BC Government-to-Government (“**G2G**”) letter of commitment (“**Original LoC**”) signed on April 1, 2019 with the Province of British Columbia (“**BC**”), including respective BC Ministries (“**BC Signatories**”). Each QS Signatory acts collectively within the Secwépemc Nation, where the purpose of the QS is to act as the administrative entity for the QS Signatories and their respective campfires/divisions (“**QS Campfire/Division**”).

WHEREAS

Pursuant to the Original LoC, QS and BC (the “**Parties**”) agreed to the objective of making sustained, substantive progress towards development of a shared path to a long-term reconciliation agreement to advance the Parties' interests in a true G2G relationship, based on the shared goal to reconcile their respective jurisdictions, governance, laws, values and responsibilities.

WHEREAS

Pursuant to the Original LoC, the Parties established an inter-jurisdictional G2G Forum (the “**QS-BC Forum**”) as indicated in section 2.1 of the Original LoC, which includes a Leadership Table, a G2G Senior Council (the “**QS-BC Senior Council**”), and various sub-tables, including the Strategic Working Group (“**SWG**”).

WHEREAS

The QS-BC Senior Council authorized its terms of reference (“**Terms of Reference**”) under the Original LoC on July 25, 2019 and revised these Terms of Reference on February 4, 2021 and the terms of reference include authority to make *Txweymíntem* Resolutions (everyone working together on one topic).

WHEREAS

The QS-BC Senior Council also authorized its work plan (“**Work Plan**”) under the Original LoC on July 25, 2019. This Work Plan includes the development of the Joint Intentions Paper (the “**JIP**”) (**Attachment 1** – SJ LoC, Appendix H) to support the BC's Ministerial mandate request and QS mandate request (“**QS and BC Mandate Requests**”).

Process (“**IEP**”) (**Attachment 1** – SJ LoC, Appendix C). Under the proposed approach in the SJ LOC, consultation on transactional decisions and other engagement will occur with the QS Signatories and their respective QS Campfires/Divisions and/or communities. The Senior Council recognizes the QS Campfires/Divisions and their role in decision making as title and rights holders and that the QS Campfire/Divisional tables align with Secwépemc rights, title, and governance.

WHEREAS

The Joint Intentions Paper (“**JIP**”) Chapter 8.0 (**Attachment 1** – SJ LoC, Appendix H) entitled “Natural Resource Decision-Making Element” identifies that status quo (i.e., consultation and accommodation relating to strength of claim and impacts) decision-making exists under the Original IEA. QS and BC have committed to making improvements to the Original IEA, intend to continue to make these improvements through the SJ LoC as the IEP and Enhancement Approach (the “**EA**”) moving forward to reflect the evolution of the Natural Resource Decision-Making Element, including milestones in transformation agreements (“**Transformation Agreements**”) and the Recognition and Reconciliation Agreement (“**RRA**”).

WHEREAS

The JIP Chapter 8.0 entitled “Natural Resource Decision-Making Element” indicates that under the IEP and the EA consultation on transactional decisions (such as decisions made pursuant to existing BC statutory authority) and other engagement will occur with QS Signatories and their respective QS Campfires/Divisions and/or communities and that QS and BC will seek to develop additional tools that will be applied through the IEP and the Transformation Agreements.

WHEREAS

The QS-BC Senior Council also authorized its work plan (“**Work Plan**”) under the Original LoC on July 25, 2019 and revised the Work Plan that is now dated for reference February 4 ,2021 (**Attachment 2**). The Work Plan includes a commitment to the IEP and EA.

[TXWEYMÍMENTEM RESOLUTION PAGE FOLLOWS]

THEREFORE BE IT RESOLVED THAT:

The following approvals and recommendations have been made to transform the QS-BC G2G relationship while the Natural Resource shared decision-making model is developed. These include alignments which recognize the significance of regionalization and respecting QS Campfire/Division jurisdiction and decision-making authority.

Senior Council Authorize: the following documents and recommendations to the Leadership Table and QS and BC Signatories for their respective approvals:



- 1) The Interim Engagement Process or IEP (Attachment 1 - SJ LoC with referred appendices below) which includes, among other things, recognition of the following:
 - i. status quo decision making exists under the IEP. The Parties will implement the IEP in a manner consistent with the JIP, including the intentions to improve the IEP over time to reflect the evolution of the JIP's "Natural Resource Decision Making Element", including milestones in the Transformation Agreements and the RRA;
 - ii. The IEP will be iteratively built using the EA or Enhancement Approach to improve engagement, exploring approaches to consensus on decisions and issues resolution, and incorporate enhancements that are mutually acceptable to the Parties through amendment in writing; and
 - iii. The IEP recognizes the QS Campfire/Division G2G Tables for the purpose of supporting engagement under the IEP.

- 2) The Enhancement Approach or EA (Attachment 1 – the SJ LoC, Appendix G) which describes how QS and BC will work together to collaboratively enhance the IEP and, among other things, acknowledges that:
 - i. The QS and BC Signatories have agreed to shift from the Original IEA under the Original LoC to the IEP to support an iterative and adaptive approach, whereby the Parties develop bi-annual series/rounds of improvements or enhancements to be approved by Senior Council; and
 - ii. The Parties recognize and respect G2G relationships of each QS Signatory at community and Campfire/Divisional levels, and recognize and respect that the IEP is intended to respect those relationships. The QS and BC Signatories recognize the QS Campfires/Divisions and communities in their role in decision making as title and rights holders. Under the IEP, consultation on transactional decisions and other engagement will occur with the QS Signatories and their respective QS Campfires/Divisions and/or communities (see JIP section 8).

- 3) **The Skú7pecen's Journey or SJ LoC – QS Campfire/Division Recognition:** as part of the amendment and restatement of the Original LoC, the following provision be included:
 - i. The QS and BC recognize the QS Signatories and their respective QS Campfires/Divisions and their role in decision making as title and rights holders and recognize that the Campfire/Divisional tables align with Secwépemc title, rights and governance. Under the SJ LoC, including the IEP, consultation on transactional decisions and other engagement will occur with the QS Signatories and their respective QS Campfires/Divisions and/or communities.
- 4) **Original IEA to IEP Transformation:** as part of the amendment and restatement of the Original LoC, the QS and BC Leadership Table representatives and QS and BC Signatories replace the Original IEA with the IEP (**Attachment 1** - the SJ LoC, Appendix C).

Senior Council Authorize: the following recommendations to the QS and BC Signatories to support the QS Campfire/Division recognition and implementation of the IEP and its EA or Enhancement Approach, as part of the QS-BC Work Plan 2021-22:

- 5) **Short Term Actions: Sku7pecen's Journey 101:** for the QS and BC Signatories to direct their respective Secretariats to develop an orientation package and Skú7pecen's Journey 101 course or workshop for delivery to the QS and BC representatives; and
- 6) **Short Term Actions: Respectful Engagement:** all representatives (QS and BC) responsible for leading engagement in connection with the SJ LoC will undertake the Sku7pecen's Journey 101 training as a commitment to their professional development and supporting respectful engagement between the Parties.

The above is the official version of the <i>Txweymímentem</i> Resolution approved through the QS-BC Senior Council.	
 <small>Darrel Draney (Apr 14, 2021 16:01 PDT)</small>	Apr 14, 2021
Councillor Darrel Draney, QS Responsible Official	DATE
	Apr 19, 2021
Tracy Ronmark, FLNRORD BC Responsible Official	DATE

Attachments include the following:

- o **Attachment 1** - The SJ LoC and the relevant appendices as listed below:
 - i. Appendix C: IEP or Interim Engagement Process;
 - ii. Appendix G: The EA or the Enhancement Approach; and
 - iii. Appendix H: JIP dated December 17, 2020.
- o **Attachment 2** - the QS-BC Work Plan dated for reference February 4, 2021.



Qwelminté – Secwépemc G2G (QS-G2G)



TXWEYMÍNTEM **(EVERYONE WORKING TOGETHER ON ONE TOPIC)** **RESOLUTION**

Title: RESPECTING & RECOGNIZING THE CAMPFIRE/DIVISIONS, INTERIM ENGAGEMENT PROCESS & ENHANCEMENT APPROACH

RESOLUTION#2021-0002

Date of Reference:2021.03.02

WHEREAS

The Qwelminté Secwépemc ("QS") is comprised of certain Secwépemc communities who are each signatory ("QS Signatory") to the Secwépemc-BC Government-to-Government ("G2G") letter of commitment ("Original LoC") signed on April 1, 2019 with the Province of British Columbia ("BC"), including respective BC Ministries ("BC Signatories"). Each QS Signatory acts collectively within the Secwépemc Nation, where the purpose of the QS is to act as the administrative entity for the QS Signatories and their respective campfires/divisions ("QS Campfire/Division").

WHEREAS

Pursuant to the Original LoC, QS and BC (the "Parties") have collaboratively developed the original Interim Engagement Approach ("Original IEA"), which was an agreement deliverable to support financial and operational continuity with respect to consultation and engagement between the Parties on land and resource activities.

WHEREAS

Pursuant to the Original LoC, the Parties established an inter-jurisdictional G2G Forum (the "QS-BC Forum") as indicated in section 2.1 of the Original LoC, which includes a Leadership Table, a G2G Senior Council (the "QS-BC Senior Council"), and various sub-tables established by the Original IEA.

WHEREAS

In the Original LoC, the Parties acknowledged that the Original IEA is a living document, where the Parties are able to make mutually agreeable amendments from time to time as the Original LoC is implemented. QS and BC identified the intention to enhance the Original IEA, exploring collaborative approaches to consensus on decisions and issue resolution, and incorporate enhancements that are mutually acceptable to the Parties through amendments in writing (identified in the Original IEA, section Error! Reference source not found.).

WHEREAS

The Parties are negotiating an amendment and restatement of the LoC, referred to as Skú7pecen's Journey letter of commitment ("SJ LoC") (Attachment 1). The Parties wish to continue their G2G engagements, including those commitments to the Original IEA, which is identified within in the SJ LoC as the newly entitled Interim Engagement

Process ("IEP") (**Attachment 1** – SJ LoC, Appendix C). Under the proposed approach in the SJ LoC, consultation on transactional decisions and other engagement will occur with the QS Signatories and their respective QS Campfires/Divisions and/or communities. The Senior Council recognizes the QS Campfires/Divisions and their role in decision making as title and rights holders and that the QS Campfire/Divisional tables align with Secwépemc rights, title, and governance.

WHEREAS

The Joint Intentions Paper ("JIP") Chapter 8.0 (**Attachment 1** – SJ LoC, Appendix H) entitled "Natural Resource Decision-Making Element" identifies that status quo (i.e., consultation and accommodation relating to strength of claim and impacts) decision-making exists under the Original IEA. QS and BC have committed to making improvements to the Original IEA, intend to continue to make these improvements through the SJ LoC as the IEP and Enhancement Approach (the "EA") moving forward to reflect the evolution of the Natural Resource Decision-Making Element, including milestones in transformation agreements ("**Transformation Agreements**") and the Recognition and Reconciliation Agreement ("**RRA**").

WHEREAS

The JIP Chapter 8.0 entitled "Natural Resource Decision-Making Element" indicates that under the IEP and the EA consultation on transactional decisions (such as decisions made pursuant to existing BC statutory authority) and other engagement will occur with QS Signatories and their respective QS Campfires/Divisions and/or communities and that QS and BC will seek to develop additional tools that will be applied through the IEP and the Transformation Agreements.

WHEREAS

The QS-BC Senior Council also authorized its work plan ("**Work Plan**") under the Original LoC on July 25, 2019 and revised the Work Plan that is now dated for reference February 4, 2021 (**Attachment 2**). The Work Plan includes a commitment to the IEP and EA.

[TXWEYMĪMENTEM RESOLUTION PAGE FOLLOWS]

THEREFORE BE IT RESOLVED THAT:

The following approvals and recommendations have been made to transform the QS-BC G2G relationship while the Natural Resource shared decision-making model is developed. These include alignments which recognize the significance of regionalization and respecting QS Campfire/Division jurisdiction and decision-making authority.



Senior Council Authorize: the following documents and recommendations to the Leadership Table and QS and BC Signatories for their respective approvals:

- 1) The Interim Engagement Process or IEP (Attachment 1 - SJ LoC with referred appendices below) which includes, among other things, recognition of the following:
 - i. status quo decision making exists under the IEP. The Parties will implement the IEP in a manner consistent with the JIP, including the intentions to improve the IEP over time to reflect the evolution of the JIP's "Natural Resource Decision Making Element", including milestones in the Transformation Agreements and the RRA;
 - ii. The IEP will be iteratively built using the EA or Enhancement Approach to improve engagement, exploring approaches to consensus on decisions and issues resolution, and incorporate enhancements that are mutually acceptable to the Parties through amendment in writing; and
 - iii. The IEP recognizes the QS Campfire/Division G2G Tables for the purpose of supporting engagement under the IEP.
- 2) The Enhancement Approach or EA (Attachment 1 – the SJ LoC, Appendix G) which describes how QS and BC will work together to collaboratively enhance the IEP and, among other things, acknowledges that:
 - i. The QS and BC Signatories have agreed to shift from the Original IEA under the Original LoC to the IEP to support an iterative and adaptive approach, whereby the Parties develop bi-annual series/rounds of improvements or enhancements to be approved by Senior Council; and
 - ii. The Parties recognize and respect G2G relationships of each QS Signatory at community and Campfire/Divisional levels, and recognize and respect that the IEP is intended to respect those relationships. The QS and BC Signatories recognize the QS Campfires/Divisions and communities in their role in decision making as title and rights holders. Under the IEP, consultation on transactional decisions and other engagement will occur with the QS Signatories and their respective QS Campfires/Divisions and/or communities (see JIP section 8).

- 3) The Skú7pecen's Journey or SJ LoC – QS Campfire/Division Recognition; as part of the amendment and restatement of the Original LoC, the following provision be included:
 - i. The QS and BC recognize the QS Signatories and their respective QS Campfires/Divisions and their role in decision making as title and rights holders and recognize that the Campfire/Divisional tables align with Secwéperc title, rights and governance. Under the SJ LoC, including the IEP, consultation on transactional decisions and other engagement will occur with the QS Signatories and their respective QS Campfires/Divisions and/or communities.
- 4) Original IEA to IEP Transformation: as part of the amendment and restatement of the Original LoC, the QS and BC Leadership Table representatives and QS and BC Signatories replace the Original IEA with the IEP (**Attachment 1 - the SJ LoC, Appendix C**).

Senior Council Authorize: the following recommendations to the QS and BC Signatories to support the QS Campfire/Division recognition and implementation of the IEP and its EA or Enhancement Approach, as part of the QS-BC Work Plan 2021-22:

- 5) Short Term Actions: Sku7pecen's Journey 101: for the QS and BC Signatories to direct their respective Secretariats to develop an orientation package and Skú7pecen's Journey 101 course or workshop for delivery to the QS and BC representatives; and
- 6) Short Term Actions: Respectful Engagement; all representatives (QS and BC) responsible for leading engagement in connection with the SJ LoC will undertake the Sku7pecen's Journey 101 training as a commitment to their professional development and supporting respectful engagement between the Parties.

The above is the official version of the <i>Txweymimentem</i> Resolution approved through the QS-BC Senior Council.	
 <small>Darrel Draney (Apr 14, 2021 10:02 PDF)</small>	Apr 14, 2021
Councillor Darrel Draney, QS Responsible Official	DATE
	Apr 19, 2021
Tracy Ronmark, FLNRORD BC Responsible Official	DATE

Attachments include the following:

- o **Attachment 1** - The SJ LoC and the relevant appendices as listed below:
 - i. Appendix C: IEP or Interim Engagement Process;
 - ii. Appendix G: The EA or the Enhancement Approach; and
 - iii. Appendix H: JIP dated December 17, 2020.
- o **Attachment 2** - the QS-BC Work Plan dated for reference February 4, 2021.



Qwelminté – Secwépemc G2G (QS-G2G)



TXWEYMÍMENTEM (EVERYONE WORKING TOGETHER ON ONE TOPIC) **RESOLUTION**

Title: **TRANSFORMATION AGREEMENT 1.0: COLLECTIVE FORESTRY AGREEMENT (“CFA”)**

RESOLUTION#2021-0003

Date of Reference:2021.02.09

WHEREAS:

The Qwelminté Secwépemc (“**QS**”) is comprised of certain Secwépemc communities who are each signatory (“**QS Signatory**”) to the Secwépemc–BC Government-to-Government (“**G2G**”) letter of commitment (“**Original LoC**”) signed on April 1, 2019 with the Province of British Columbia (“**BC**”), including respective BC Ministries (“**BC Signatories**”). Each QS Signatory acts collectively within the Secwépemc Nation, where the purpose of the QS is to act as the administrative entity for the QS Signatories and their respective campfires/divisions (“**QS Campfire/Division**”).

WHEREAS:

Pursuant to the LoC, QS and BC (the “**Parties**”) agreed to the objective of making sustained, substantive progress towards development of a shared path to a long-term reconciliation agreement to advance the Parties' interests in a true G2G relationship, based on the shared goal to reconcile their respective jurisdictions, governance, laws, values and responsibilities.

WHEREAS:

Pursuant to the LoC, the Parties established an inter-jurisdictional G2G Forum (the “**QS-BC Forum**”) as indicated in section 2.1 of the Original LoC, which includes a Leadership Table, a G2G Senior Council (the “**QS-BC Senior Council**”), and various sub-tables, including the QS-BC Forestry Working Group (the “**QS-BC FWG**”).

WHEREAS:

The QS-BC Senior Council authorized its work plan (“**Work Plan**”) under the LoC on July 25, 2019. This Work Plan includes the development of the Joint Intentions Paper (the “**JIP**”) to support the BC’s Ministerial mandate request and QS mandate request (“**QS and BC Mandate Requests**”).

WHEREAS:

The QS-BC FWG developed and approved its Forestry Transformation Action Plan (“**FTAP**”), which has directly informed the JIP.

WHEREAS:

The QS-BC FWG has also worked to collaboratively develop recommendations for the JIP. These recommendations are described in the JIP under Chapter 11 titled “Forestry Transformation”, and are directly informed by FTAP, including (1) short-term priority actions for 2020-2021 and (2) longer-term actions to be advanced to both governments for their consideration in developing negotiations mandates for a CFA.

WHEREAS:

BC and the QS recognize that foundational to this shared pathway will be implementation of the *Declaration on the Rights of Indigenous Peoples Act* (the "**BC Declaration Act**"), including the action plan under section 4 and the provisions authorized under section 7. The BC Declaration Act and the JIP are intended to inform recognition and reconciliation between the QS and BC.

WHEREAS:

BC's Ministerial Mandate letter (**Attachment 1**) includes a foundation principle whereby "Lasting and meaningful reconciliation: Reconciliation is an ongoing process and a shared responsibility for us all. The unanimous passage of the *BC Declaration Act* was a significant step forward in this journey. True reconciliation will take time and ongoing commitment to work with Indigenous peoples as they move toward self-determination. Our government – and every ministry – must remain focused on creating opportunities for Indigenous peoples to be full partners in our economy and providing a clear and sustainable path for everyone to work toward lasting reconciliation."

WHEREAS:

The JIP's purpose is to describe the proposed framework of the shared path of QS and BC based on the mutual goal to recognize and reconcile their respective jurisdictions, governance, laws, interests and responsibilities. This will be undertaken through a series of stepwise transformation agreements ("**Transformation Agreements**"), which will conclude with a recognition and reconciliation agreement (the "**Recognition and Reconciliation Agreement**" or "**RRA**"). The RRA will be a comprehensive agreement at a collective level, inclusive of all Transformation Agreements to affirm a lasting G2G relationship and commitment to undertake work towards true recognition of Secwépemc rights and title. The development and implementation of the Transformation Agreements and the RRA will require transformative mandates and commitment from both the QS and BC.

WHEREAS:

The JIP identifies in its Agreement Pathway that the series of Transformation Agreements will include both collective and Campfire/Division provisions that will be informed by the following five JIP Elements (described further in sections B. 6-10 of the JIP):

- 1) Governance (Title, Jurisdiction and Ownership);
- 2) Stewardship (*Yecwminulecw*);
- 3) Natural Resource Decision Making;
- 4) Fiscal / Economic; and
- 5) Cultural Revitalization.

WHEREAS:

The JIP identifies the first Transformation Agreement in the Agreement Pathway to be Transformation Agreement 1.0: Collective Forestry Agreement.

[TXWEYMIMENTEM RESOLUTION PAGE FOLLOWS]

THEREFORE BE IT RESOLVED THAT:

Senior Council Recognize: the following to inform the development of respective QS and BC Mandate Requests for the development of the CFA:

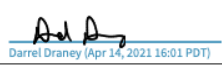

- 1) The JIP, including Chapter 11.0 titled "Forestry Transformation" dated December 17, 2020.

Senior Council Authorize: the following recommendations to the BC and QS Signatories to support the realization of Chapter 11.0 of the JIP:

- 2) **Short Term Priority Actions:** For the BC and QS Signatories to continue to undertake the work supporting the Short-Term Priority Actions, including efforts of the QS-BC FWG and Campfire/Divisions, as appropriate. In addition, for the BC and QS Secretariats to pursue a briefing meeting and session with Minister Conroy, Minister Heyman, Minister Ralston, and Minister Rankin on QS Forestry initiatives and the path forward to the CFA, which will be apart of the "Chief Swan to Chief Elk" meeting.

Senior Council Authorize: the following recommendations to the QS-BC Leadership Table and the QS and BC Signatories:

- 3) **Respective Mandates:** For the QS and BC Responsible Officials to develop their respective Mandate Requests to be submitted to their respective leadership. The development of each respective Mandate Requests will be informed by the JIP and be inclusive of the following proposals:
 - i. funding for negotiations and implementation of the CFA;
 - ii. actions to support the transition from Forest Consultation and Revenue Sharing Agreements to the CFA;
 - iii. a commitment to launch a negotiations table with associated funding within 30 days from the respective mandate approval(s) or funding approval, whichever comes later; and
 - iv. confirmation of negotiation table duly authorized representatives with authority to enter into negotiations on behalf of their respective parties.

The above is the official version of the <i>Txweymímentem</i> Resolution approved through the QS-BC Senior Council.	
 <small>Darrel Draney (Apr 14, 2021 16:01 PDT)</small>	Apr 14, 2021
Councillor Darrel Draney, QS Responsible Official	DATE
	Apr 19, 2021
Tracy Ronmark, FLNRORD BC Responsible Official	DATE

Attachment includes:

- o **Attachment 1** - BC's Honourable Minister (FLNRORD) Katrine Conroy's Mandate Letter.

Appendix I: List of Relevant and Informative Forestry Documents

The following is a list of relevant documents which inform this Agreement:

Document	Status	Dates
Declaration on the Rights of Indigenous Peoples Act (“DRIPA”)	Finalized	November 28, 2019
Forestry Transformation Action Plan	Approved by QS-G2G Forestry Working Group	June 17, 2020
QS-BC JIP, including Chapter 11: Forestry Transformation	Approved by QS-BC Senior Council	March 11, 2021
BC’s Intensions Paper: Modernizing Forest Policy in BC	Finalized	June 1, 2021
CFA Negotiation – Term Sheet	Finalized	September 22, 2021
BC’s DRIPA Action Plan	Finalized	March 30, 2022
BC’s Climate Preparedness and Adaptation Strategy	Finalized	June 20, 2022
Skú7pecen’s Journey LoC	Finalized	April 1, 2022 to March 31, 2026

: