



1886 Little Shuswap Lake Rd • Chase BC • V0E 1M2  
tel 250.679.3203 • fax 250.679.3220

## BAND COUNCIL RESOLUTION

The Council of the: <b>Skwlāx te Secwepemcúlecw</b>	BCR Number <b>3917</b>
Agency: <b>CENTRAL</b> Province: <b>BRITISH COLUMBIA</b>	A quorum for this Band is: <b>TWO</b>
Dated at: <b>SQUILAX</b> this <b>30<sup>th</sup></b> day of <b>March, AD 2023</b>	

### DO HEREBY RESOLVE:

**WHEREAS** Skwlāx te Secwepemcúlecw (Little Shuswap Lake Band) as a signatory to Skú7pecen's Letter of Commitment (LOC) is undertaking the co-development of a new distinctions-based fiscal framework through the Collective Forestry Agreement (CFA).

**WHEREAS** the Collective Forestry Agreement will replace the Forest and Range Consultation and Revenue Sharing Agreement.

**WHEREAS** Skwlāx te Secwepemcúlecw and the Province of BC will, on the interim; extend the current agreement under an Interim Forestry Agreement until such time as the Collective Forestry Agreement is developed through the QS table.

**WHEREAS** the Interim Forestry Agreement provides for an extension of one term to end on March 31, 2024 and includes:

- Base capacity of \$35,000,
- A revenue sharing contribution of \$ 1,902,575,
- Appendices A through I

**THEREFORE, BE IT RESOLVED THAT** the Kukpi7 and Council support the endorsement of the Skwlāx te Secwepemcúlecw Interim Forestry Agreement as executed by all Kukpi7 and Council.

Chief James Tomma

Councillor Wes Francois

Councillor Dawn Francois

## Skwlāx te Secwepemcúlecw Interim Forestry Agreement

**Between:**

**Skwlāx te Secwepemcúlecw,  
as represented by Chief and Council (Skwlāx te Secwepemcúlecw)**

**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”)**

**(each a “Party” and collectively the “Parties”)**

### **WHEREAS:**

- A. Skwlāx te Secwepemcúlecw has Aboriginal Interests within the Territory.
- B. British Columbia 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 Indigenous peoples of British Columbia to establish positive government-to-government relationships built on a foundation of respect, rights, and reconciliation.
- C. The *Declaration on the Rights of Indigenous Peoples Act* provides a framework for how UNDRIP will be implemented in British Columbia. British Columbia intends to take all measures necessary to ensure the laws of British Columbia are consistent with UNDRIP in accordance with that Act.
- D. The Parties intend this Agreement to assist in achieving stability and greater certainty for forest and range resource development on Crown lands within the Territory by setting out a process for consultation regarding such development, and to provide a Revenue Sharing Contribution to assist Skwlāx te Secwepemcúlecw in its pursuit of activities to enhance the well-being of its Members.

### **NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

- 1. This Interim Forest Agreement will take effect on the date that it is fully executed by the Parties.
- 2. This Interim Forest Agreement will expire on **March 31<sup>st</sup>, 2024**.

THE PARTIES FURTHER AGREE AS FOLLOWS:

**ARTICLE 1 - INTERPRETATION**

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

**“Aboriginal 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*;

**“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;

**“Band Council Resolution”** means a resolution of Skwłāx te Secwepemcúlecw 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;

**“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 Skwłāx te Secwepemcúlecw 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*;

**“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;

“**Member**” means any person who is a member of the Skwlāx te Secwepemcúlecw .

“**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, a 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 a reconciliation agreement between British Columbia and Skwlāx te Secwepemcúlecw 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 British Columbia to Skwlāx te Secwepemcúlecw under Article 3;

“**SEA**” means a strategic engagement agreement between British Columbia and Skwlāx te Secwepemcúlecw that includes agreement on a consultation process between Skwlāx te Secwepemcúlecw and British Columbia in relation to the potential adverse impacts of proposed provincial land and natural resource decisions on Skwlāx te Secwepemcúlecw ‘s Aboriginal Interests;

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

“**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;

“**Territory**” means the geographic area identified by Skwlāx te Secwepemcúlecw as their traditional territory located in British Columbia and as shown on the map attached in Appendix A.

## **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 Territory;
- Appendix B: Consultation Process
  - Schedule B.1 – List of Decisions;
- Appendix C: Revenue Sharing Contribution Methodology;
- Appendix D: Band Council Resolution Appointing Delegate;
- Appendix E: Annual Report;
- Appendix F: CFA Materials
  - Schedule F.1: CFA Commitments Summary
  - Schedule F.2: CFA Pathway
- Appendix G: Txweymímentem Senior Council Resolutions
  - Schedule G.1: Txweymímentem Senior Council Resolution #2021-0001
  - Schedule G.2: Txweymímentem Senior Council Resolution #2021-0002
  - Schedule G.3: Txweymímentem Senior Council Resolution #2021-0003
- Appendix H: List of Relevant and Informative Forestry Documents
- Appendix I: QS-BC Short-Term Opportunities

## **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 Skwlāx te Secwepemcúlecw 's Aboriginal Interests;
- (b) to provide a Revenue Sharing Contribution to support the capacity of the Skwlāx te Secwepemcúlecw to participate in the consultation process under this Agreement and as a contribution towards any accommodation that may be required in respect of potential impacts of forest and range decisions and operations within the Territory on Skwlāx te Secwepemcúlecw 's Aboriginal Interests;
- (c) to enhance the social, economic and cultural well-being of Members; and

- (d) to assist in achieving greater stability and certainty for forest and range resource development within the Skwłāx te Secwepemcúlecw 's Territory.

## 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, British Columbia will:

- (a) make annual Revenue Sharing Contributions, calculated in accordance with Appendix C, to Skwłāx te Secwepemcúlecw (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:

**\$1,902,575;**

the first instalment of which will be paid on or before September 30, 2022 if the Effective Date is prior to July 31 or on or before March 31, 2023 if the Effective Date is after July 31.

**3.3 Prorated amounts.** For the purposes of determining 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 Skwłāx te Secwepemcúlecw ;
- (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:

- (i) 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
- (ii) 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 Skwlāx te Secwepemcúlecw 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.** Skwlāx te Secwepemcúlecw 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 Skwlāx te Secwepemcúlecw notifies British Columbia that it has made an election under to section 4.2, Revenue Sharing Contributions will be paid to Skwlāx te Secwepemcúlecw.

**4.2 Election of Designate.** Skwlāx te Secwepemcúlecw 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 Skwlāx te Secwepemcúlecw and such appointment is confirmed by a Band Council Resolution of Skwlāx te Secwepemcúlecw.

**4.3 Obligations continue.** The election of a Designate under section 4.2 does not relieve Skwlāx te Secwepemcúlecw of its obligations under this Agreement.

**4.4 Payment Account.** Skwlāx te Secwepemcúlecw or its Designate will:

- (a) establish and, throughout the Term, maintain an account in the name of Skwlāx te Secwepemcúlecw (or its Designate, as the case may be) at a Canadian financial institution into which direct deposits can be made by British Columbia, for the purpose of receiving monies payable by British Columbia pursuant to this Agreement (the "Payment Account"); and
- (b) provide to British Columbia sufficient address and account information respecting the Payment Account to enable British Columbia to make direct deposit payments to the Payment Account.

**4.5 Requirement to make a payment.** British Columbia may withhold a Revenue Sharing Contribution it would otherwise be required to make until Skwlāx te Secwepemcúlecw (or its Designate, as the case may be) has met the requirements set out in section 4.4.

## ARTICLE 5 - CONDITIONS OF PAYMENT

- 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) Skwlāx te Secwepemcúlecw 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 British Columbia to Skwlāx te Secwepemcúlecw 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 British Columbia 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 British Columbia will fulfill its obligation to consult on proposed Operational Plans or proposed Administrative and/or Operational Decisions and, where appropriate, the means by which British Columbia and Skwlāx te Secwepemcúlecw will identify potential measures to accommodate any potential adverse impacts on Skwlāx te Secwepemcúlecw's Aboriginal Interests resulting from Operational Plans or Administrative and/or Operational Decisions.
- 6.2 Map may be shared.** British Columbia 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 Skwlāx te Secwepemcúlecw 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 Skwlāx te Secwepemcúlecw 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 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) or (b) comes to the end of its term or is terminated prior to the end of the Term, 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 Skwlāx te Secwepemcúlecw 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, British Columbia will provide to Skwlāx te Secwepemcúlecw, 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.** Skwlāx te Secwepemcúlecw acknowledges that forest and range revenues received by British Columbia fluctuate and that the Revenue Sharing Contributions under this Agreement will vary over time.

**7.2 Revenue Sharing Contributions are accommodation.** Skwlāx te Secwepemcúlecw agrees that the Revenue Sharing Contributions made under this Agreement constitute a contribution towards any accommodation that may be required for any 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 Skwlāx te Secwepemcúlecw's Aboriginal Interests.

**7.3 Where consultation process followed.** Skwlāx te Secwepemcúlecw agrees that if the consultation process set out in this Agreement is followed, British Columbia has consulted, and this will be the process through which British Columbia 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 Skwlāx te Secwepemcúlecw's Aboriginal Interests.

## **ARTICLE 8 - ANNUAL REPORTS and RECORDS**

**8.1 Annual Report.** Within 90 days of the end of each BC Fiscal Year, Skwlāx te Secwepemcúlecw 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.** Skwłāx te Secwepemcúlecw 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 Skwłāx te Secwepemcúlecw 's communities and the public within 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 days after Skwłāx te Secwepemcúlecw receives the final Revenue Sharing Contribution from British Columbia.

## **ARTICLE 9 - ASSISTANCE**

**9.1 Cooperation and Support.** Skwłāx te Secwepemcúlecw 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 a Member that is inconsistent with this Agreement.

## **ARTICLE 10 - DISPUTE RESOLUTION**

**10.1 Dispute Resolution Process.** If a dispute arises between British Columbia and Skwłāx te Secwepemcúlecw 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 British Columbia and Skwłāx te Secwepemcúlecw; 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.** British Columbia may suspend further Revenue Sharing Contributions under this Agreement where Skwłāx te Secwepemcúlecw 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, British Columbia will provide notice to Skwlāx te Secwepemcúlecw of the reason for the suspension, including the specific material breach on which British Columbia 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 60 days after notice is provided under section 11.2, British Columbia 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 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 Interim Forest Agreement will take effect on the date that it is fully executed by the Parties and will expire on **March 31<sup>st</sup>, 2024** unless the term is extended under section 12.2 or terminated under Article 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 months prior to expiry date, the Parties will evaluate the effectiveness of this Agreement and decide whether to extend the Term.

**12.3 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 Skwlāx te Secwepemcúlecw, with the intent and understanding that the Skwlāx te Secwepemcúlecw 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** Skwlāx te Secwepemcúlecw 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) Skwlāx te Secwepemcúlecw has the legal power, capacity and authority to enter into this Agreement on behalf of the Members;
- (b) Skwlāx te Secwepemcúlecw has taken all necessary actions and has obtained all necessary approvals to enter into this Agreement on behalf of the Members; and
- (c) this Agreement is a valid and binding obligation upon Skwlāx te Secwepemcúlecw.

## 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 British Columbia:

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 Skwlāx te Secwepemcúlecw:

Chief James (Jamie) Tomma  
Skwlāx te Secwepemcúlecw  
1886 Little Shuswap Road  
Chase, BC V0E 1M2  
Phone: (250) 679-3203  
Fax: (250) 679-322

**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 Skwłāx te Secwepemcúlecw's Aboriginal 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 Skwłāx te Secwepemcúlecw's Aboriginal 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.** Skwłāx te Secwepemcúlecw must not assign, either directly or indirectly, this Agreement or any right of Skwłāx te Secwepemcúlecw 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 Skwłāx te Secwepemcúlecw has Aboriginal 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 Skwłāx te Secwepemcúlecw's Aboriginal Interests.

**15.9 Third Parties.** This Agreement is not intended to limit any obligation of Licensees or other third parties to Skwłāx te Secwepemcúlecw.

**15.10 Other Economic Opportunities and Benefits.** This Agreement does not preclude Skwłāx te Secwepemcúlecw 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:

Skwlāx te Secwepemcúlecw



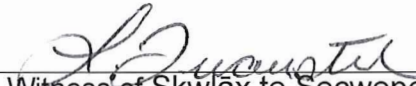
Chief James (Jamie) Tomma  
Skwlāx te Secwepemcúlecw

March 30, 2023

Date


Councillor Dawn Francois

Councillor Wes Francois

  
Witness of Skwlāx te Secwepemcúlecw  
signatures

Signed on behalf of:

**Government of British Columbia**

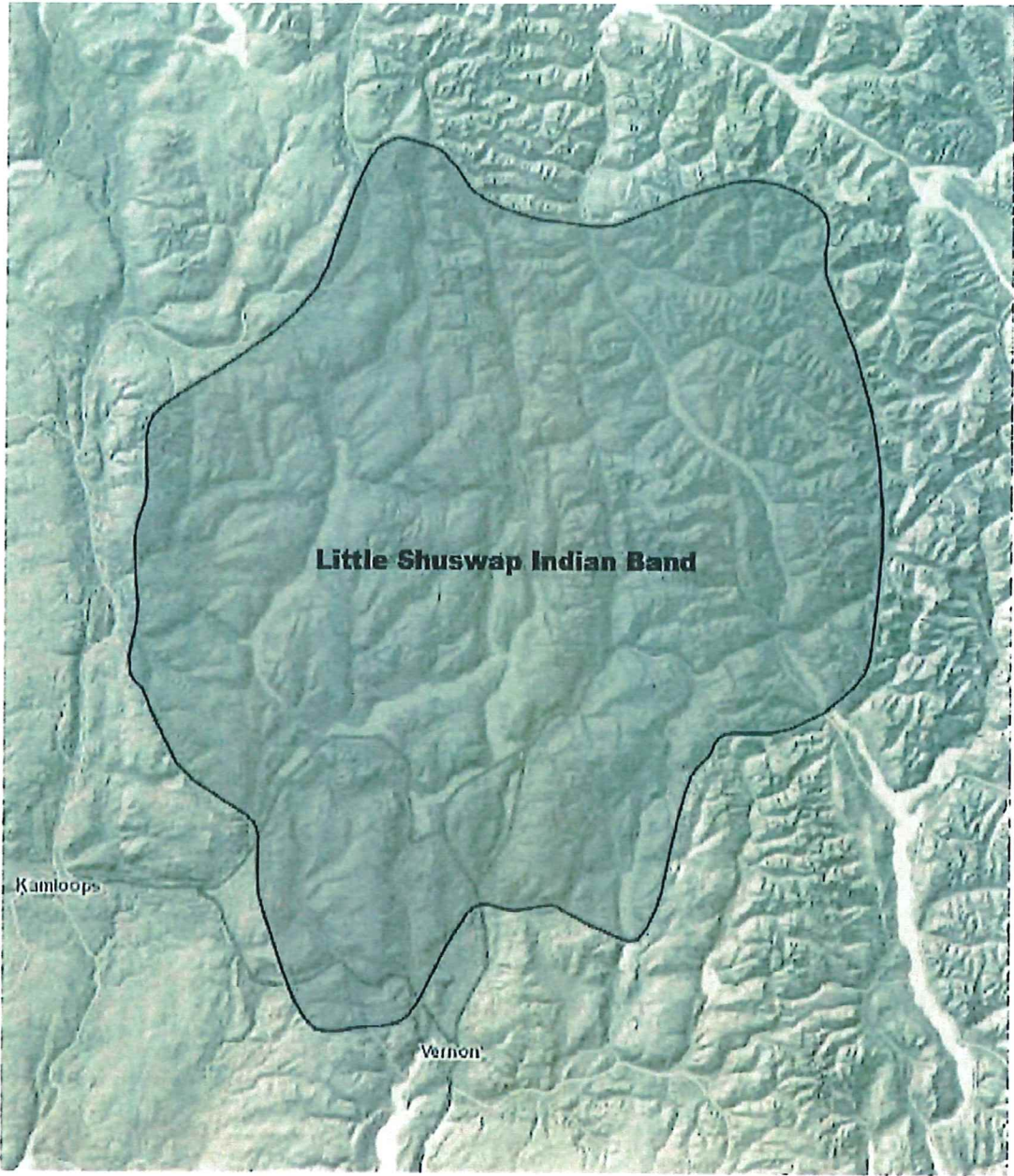


Minister of Indigenous Relations and  
Reconciliation

April 11, 2023

Date

**APPENDIX A**  
**Map of Skwlāx te Secwepemcúlecw 's Territory**





## APPENDIX B

### Consultation Process for Administrative and/or Operational Decisions and Operational Plans within Skwłāx te Secwepemcúlecw Territory

- 1.1 British Columbia will consult with Skwłāx te Secwepemcúlecw on proposed Administrative and/or Operational Decisions and Operational Plans that may potentially adversely impact Skwłāx te Secwepemcúlecw's Aboriginal Interests within the Territory, in accordance with this Appendix B.
- 1.2 Skwłāx te Secwepemcúlecw will fully participate in information sharing and/or consultation with British Columbia, Licensees or proponents regarding proposed Administrative and/or Operational Decisions or Operational Plans within the Territory in accordance with this Appendix B.
- 1.3 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.
- 1.4 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.
- 1.5 If on or before January 31<sup>st</sup> 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, the Parties will discuss that request and if the Parties agree to a revision, update the List of Decisions on or before March 31<sup>st</sup> of the current fiscal year.
- 1.6 If British Columbia 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 Skwłāx te Secwepemcúlecw during the current fiscal year, British Columbia will notify the Skwłāx te Secwepemcúlecw 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.
- 1.7 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 British Columbia will consult with Skwłāx te Secwepemcúlecw on the basis of British Columbia's consultation procedures in effect at the time as well as the applicable case law respecting consultation obligations.
- 1.8 In reviewing and responding to a proposed Administrative and/or Operational Decision or Operational Plan submitted to them, Skwłāx te Secwepemcúlecw will, unless otherwise agreed by the Parties, provide the party (i.e. British Columbia, 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 Aboriginal 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.

1.9 If a proposed Administrative and/or Operational Decision or Operational Plan is submitted to Skwłāx te Secwepemcúlecw 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 British Columbia may proceed to make a decision regarding the decision or plan.

1.10 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; and
- c. 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
<b>1. Information Sharing:</b> prior to formal consultation process	Referral to Skwłāx te Secwepemcúlecw during planning to provide opportunity to incorporate Aboriginal Interests prior to submitting plan/request to Delegated Decision Maker.	Proponent or Licensee engages directly with Skwłāx te Secwepemcúlecw, and provides summary of communications to British Columbia.
<b>2. Available on Request</b>	Type of notification whereby British Columbia informs Skwłāx te Secwepemcúlecw they will not be sending out information.	British Columbia notifies on an annual basis which decision(s) fall in this category. Skwłāx te Secwepemcúlecw can request more detail if they wish.
<b>3. Notification</b>	Notify in writing Skwłāx te Secwepemcúlecw about an upcoming decision and provide overview information. Would be an opportunity for comment.	British Columbia provides Skwłāx te Secwepemcúlecw base level information and a short reasonable time (21-30 calendar day consultation period determined by the Parties) to comment. Limited follow-up.

Level	Description	Intent
<b>4. Expedited Consultation Process</b>	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.
<b>5. Normal Consultation</b>	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. British Columbia will notify Skwlāx te Secwepemcúlecw of the final decision where requested by the Skwlāx te Secwepemcúlecw .
<b>6. Deep Consultation</b>	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 Aboriginal 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. British Columbia will provide the Skwlāx te Secwepemcúlecw with the final decision and rationale in writing.

- 1.11 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 Aboriginal Interest information is provided that indicates a different consultation level is appropriate.
- 1.12 Unless requested by the Skwlāx te Secwepemcúlecw , British Columbia is not obligated to inform the Skwlāx te Secwepemcúlecw of the Delegated Decision Maker’s decision where the consultation level in respect of the proposed decision was level three (3) or lower.

## Schedule B.1 – List of Decisions

Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
<b>Allowable Annual Cut at the Timber Supply Area</b>					
Timber supply reviews for AAC Cut (AAC) determination	Admin	Chief Forester	5	24 months total several 60-day consultations	Multiple 60 day processes at discreet intervals over 24 month period.
AAC disposition /apportionment	Admin	Minister FLNRO	5	60 days	
Innovative Forestry Practices AAC	Admin	Regional Executive Director	5	60 days	
<b>Community Forest Agreements (CFA)</b>					
Timber supply reviews for AAC determination	Admin	Regional Executive Director	5	60 days	
Issue CFA	Admin	RED/DM	5	60 days	
CFA management plan approvals	Admin	Regional Executive Director	3, 5	3/30 days 5/60 days	Level 3 for Minor Amendments Level 5 for Major Amendments
CFA management plan amendments	Admin	Regional Executive Director	3	30 days	
Probationary CFA transition into a CFA	Admin	Regional Executive Director	3	30 days	
Boundary/Area amendment	Admin	Regional Executive Director (legislation indicates DM or RED but currently it is the RED)	3	30 days	
CFA Replacement	Admin	RED/DM	3	30 days	
Cutting permit (CP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee-led information sharing. An exception is for post-harvest CPs which do not require consultation because they have been information shared and/or consulted prior to primary harvesting.
Road permit (RP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee lead information sharing.
RP amendment	Operational	District Manager	1, 3	30 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee lead information sharing.
CP amendment	Operational	District Manager	1,2	n/a	Generally no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation

Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
					procedures.
<b>Delisting Community Watersheds</b>					
Delisting Community Watersheds	Admin	Regional Executive Director	5	60 days	
<b>Forest Licence (FL)</b>					
AAC Designation	Admin	Regional Executive Director	5	60 days	
Licence transfer	Admin	Minister FLNRO	3	30 days	Unknown until application arrives
Section 18 transfers of AAC between TSA's	Admin	Regional Executive Director	5	60 days	
Innovative Forest Practises Agreements	Admin	Regional Executive Director	3, 5	6 months	
Issuance of Forest licence/Non-replaceable forest licence (NRFL)	Admin	Regional Executive Director	5	60 days	
Boundary/Area amendment	Admin	Regional Executive Director	3	30 days	
Extension of Forest licence/Non-replaceable forest licence (NRFL)	Admin	Regional Executive Director	1, 3	30 days	
FL consolidation, and subdivision	Admin	Regional Executive Director	3	30 days	
FL replacement	Admin	Regional Executive Director	3	30 days	
Exemptions from cut control limits for forest health	Admin	Regional Executive Director	3	30 days	
Cutting permit (CP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee-led information sharing. An exception is for post-harvest CPs which do not require consultation because they have been information shared and/or consulted prior to primary harvesting.
Road permit (RP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee lead information sharing.
RP amendment	Operational	District Manager	1, 3	30 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee lead information sharing.
CP amendment	Operational	District Manager	1,2	n/a	Generally no consultation obligations with these minor amendments. Licensee led information sharing in

Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
					exceptional situations according to the nature/significance of the amendment as per the consultation procedures.
<b>Forestry Licence to Cut (FLTC)</b>					
Licence transfer	Admin	Regional Executive Director	3	30 days	Unknown until application arrives
Salvage of damaged timber	Operational	District Manager	1, 5	30 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee-led information sharing.
Salvage of post-harvest material, decked timber, all FLTC extensions,	Operational	District Manager and Regional Executive Director	2	n/a	
Community wildfire protection. (FLTC) Non-emergency licence to cut for wildfire prevention	Operational	Regional Executive Director	3	30 days	
FLTC (major) with CPs-issuance.	Admin	Regional Executive Director	5	60 days	
FLTC (major) with CPs-extension	Admin	Regional Executive Director	2	n/a	
FLTC (major) with CPs-boundary amendment	Admin	Regional Executive Director	5	60 days	
FLTC issuance by BC Timber Sales	Operational	Timber Sales Manager	2	n/a	
Cutting permit (CP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee-led information sharing. An exception is for post-harvest CPs which do not require consultation because they have been information shared and/or consulted prior to primary harvesting.
Road permit (RP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee lead information sharing.
RP amendment	Operational	District Manager	1, 3	30 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee lead information sharing.
CP amendment	Operational	District Manager	1,2	n/a	Generally no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures.
<b>First Nation Woodland Licence (FNWL)</b>					
Issue FNWL	Admin	RED/DM	5	60 days	

Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
Cutting permit (CP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee-led information sharing. An exception is for post-harvest CPs which do not require consultation because they have been information shared and/or consulted prior to primary harvesting.
Road permit (RP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee lead information sharing.
RP amendment	Operational	District Manager	1, 3	30 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee lead information sharing.
CP amendment	Operational	District Manager	1,2	n/a	Generally no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures.
FNWL Replacement	Admin	RED/DM	3	30 days	
Approval of management plan and AAC	Admin	RED	5	60 days	
Area/boundary changes	Admin	RED/DM	3	30 days	
Management Plan amendments including AAC amendments	Admin	RED/DM	1, 3	30 days	
<b>Forest Investment Account ( FIA) Stewardship</b>					
Sustainable forest management planning; management unit and watershed level strategies/plans; resource inventories; monitoring; decision support; recreation, etc. Intended to improve the economic and ecological stability of the forest land base	Operational	District Manager	1, 5	60 days	Consultation levels guided by the <i>Land Based Investment Interim First Nations Information Sharing Guidelines 2010</i>
Stand Treatments to meet timber objectives	Operational	District Manager	1, 5	60 days	Consultation proponent driven as per FIA program guidelines
<b>Free Use Permits</b>					
Free Use Permits for First Nations' traditional and cultural activities	Operational	District Manager	2	n/a	
Free Use Permits for Danger Trees and Firewood	Operational	District Manager	2	n/a	
<b>Government Actions Regulation Orders (GARS)</b>					
GAR establishment. Generally GARS serve to protect lands from	Admin	RED/DM	3	30 days	Consultation level set at notification.

Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
development ( i.e. Visual quality objectives, old growth management areas, wildlife habitat areas/ measures, etc)					
<b>Amendments to VQOs, WHAs</b>					
Minor amendments to visual quality objectives and wildlife habitat areas.	Admin	RED/DM	2	n/a	
<b>Old Growth Management Areas (OGMA)</b>					
Establishment of OGMA. OGMA serve to protect existing old growth stands from harvest or alternatively serve to recruit old growth from younger stands	Admin	District Manager	5	30	
OGMA Minor Amendments to the Order	Admin	District Manager	2	n/a	
OGMA Significant Amendments to the Order	Admin	District Manager	1, 5	30 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee-led information sharing.
<b>Higher Level Plan Orders</b>					
Higher level plan orders	Admin	Regional Executive Director	5	60 days	
<b>Land Act</b>					
Issue new <i>Land Act</i> Tenure over previously un-impacted site/submerged land generally related to forestry activities (not related to Special Use Permits). Examples may include dryland sort and foreshore lease tenures	Admin	Minister Forests, Lands and Natural Resource Operations or designate	1, 5	60 days	
<i>Land Act</i> tenure amendments, extensions and replacements related to forestry activities (not related to Special Use Permits). Examples may include dryland sort and foreshore lease tenures	Admin	Minister Forests, Lands and Natural Resource Operations or designate	1, 3	30 days	
<b>Misc. Forest Tenure</b>					
Authority to harvest timber by Crown agents. ( <i>Forest Act</i> )	Operational	District Manager and Timber	2	n/a	



Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
Sec 52) May be used for FSR realignments, helipad clearing for BCTS, research branch destructive sampling, and parks staff		Sales Manager			
Christmas Tree Management Plan approval	Operational	District Manager	1	0 days	
Christmas Tree Permit (CTP) to grow and/or harvest Christmas trees on Crown land, and CTP Re-Issuance Often in association with compatible land use such as BC Hydro power line right of ways	Operational	District Manager	2	n/a	
<b>Occupant Licence to Cut (OLTC)</b>					
Community wildfire protection. OLTC Non-emergency licence to cut for wildfire prevention	Operational	Regional Executive Director	3	30 days	
OLTC with Rights and Without Rights (issuance & extension). Tree removal required for new infrastructure/ facilities installations/Road Developments. Most are consulted on in association with Land Act tenures & SUPs	Operational	District Manager	2	n/a	
OLTC issuance by BC Timber Sales	Operational	Timber Sales Manager	2	n/a	
<b>Road Use Permit (RUP) Issuance</b>					
RUP over existing Forest Service Roads for industrial use	Operational	District Manager	2	n/a	
<b>Recreation Sites and Trails (RST)</b>					
The establishment of new interpretive forest sites, recreation sites and recreation trails and their objectives. (Section 56 FRPA)	Admin	Sites and Trails BC Assistant Deputy Minister	3	30 days	
De-establish recreation sites and trails	Admin	Sites and Trails BC Assistant Deputy Minister	2	n/a	
Authorize trail construction (Section 57 FRPA)	Admin	Sites and Trails BC Regional Manager/	3	30 days	

Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
		District Recreation Officer			
Protection of recreation resources on Crown land (Section 58 FRPA) - Protect a recreation resource or to manage public recreation use.	Admin	Sites and Trails BC Regional Manager	1, 2	30 days	
<b>Special Use Permits (SUP)</b>					
Issue new permit over previously un-impacted site-N/A to Roads. Examples may include logging camps, log sorts, and log dumps	Admin	District Manager	1, 5	60 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee-led information sharing.
Issue new permit on previously un-impacted site –Roads (new road grade)	Admin	District Manager	1, 3	30 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee-led information sharing.
Issue permit (new/replacement) over previously developed site- N/A to Roads. Examples may include roads, logging camps, log sorts, and log dumps	Admin	District Manager	1, 3, 5	30 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee-led information sharing. Level 3 and level 5 are for replacements and new permits respectively.
Issue new permit on previously developed site – Roads (old road grade)	Admin	District Manager	1, 2	n/a	
<b>Tree Farm Licence (TFL)</b>					
Management plan approval AAC determination	Admin	Deputy Chief Forester	5	60 days	
Timber supply reviews for AAC Cut (AAC) determination	Admin	Chief Forester	5	24 months total several 60 day consultation	Multiple 60 day processes at discreet intervals over 24 month period
Deletion of Crown land	Admin	Minister FLNRO	5	60 days	Unknown until application arrives
TFL consolidation, and subdivision	Admin	Minister FLNRO	1, 3	30 days	Unknown until application arrives
Deletion of Private land	Admin	Minister FLNRO	1, 3	30 days	Unknown until application arrives
TFL replacement	Admin	Minister FLNRO	1, 3	30 days	
Licence transfer	Admin	Minister FLNRO	1, 3	30 days	
Cutting permit (CP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee-led information sharing. An exception is for post harvest CPs which do not require consultation because they

Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
					have been information shared and/or consulted prior to primary harvesting and no new non-referred areas would be included in a post harvest CP.
Road permit (RP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee lead information sharing.
RP amendment	Operational	District Manager	1, 3	30 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee lead information sharing.
CP amendment	Operational	District Manager	1, 2	n/a	Generally no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures.
<b>Timber Licence (TL)</b>					
Licence transfer	Admin	Minister	3	30 days	
TL consolidation	Admin	Minister	1, 3	30 days	
Extension	Admin	Regional Executive Director	1, 5	60 days	
Exemptions from cut control limits for forest health TL	Admin	Regional Executive Director	1, 3	30 days	
<b>Woodlot Licence (WL)</b>					
Establishment and advertising of WL area.	Admin	District Manager	5	60 days	
Exemptions from cut control limits for forest health	Admin	Regional Executive Director	3	30 days	
Issue a WL	Admin	District Manager	5	60 days	
Management Plan approvals including inventory and AAC determination	Admin	District Manager	1, 5	30 days	
WL Plan approvals	Admin	District Manager	1, 5	60 days	
WL Plan amendments	Admin	District Manager	1, 3	30 days	
WL Plan extension	Admin	District Manager	2	n/a	
Boundary/Area amendment	Admin	District Manager	1, 3	30 days	
Removal of private land	Admin	Regional Executive Director	3	30	
Consolidation of 2 woodlot licenses	Admin	Regional Executive Director	2	n/a	
Replacement of a woodlot license	Admin	Regional Executive	3	30	

Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
		Director			
Licence transfer	Admin	Regional Executive Director	3	30 days	
Cutting permit (CP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee-led information sharing. An exception is for post-harvest CPs which do not require consultation because they have been information shared and/or consulted prior to primary harvesting. All consultation will be consistent with the Woodlot Licence Plan.
Road permit (RP) issuance	Operational	District Manager	1, 5	30 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee lead information sharing. All consultation will be consistent with the Woodlot Licence Plan.
RP amendment	Operational	District Manager	1, 3	30 days	Supplemental consultation by FOR (above level 1) may occur based on the outcome of licensee lead information sharing. All consultation will be consistent with the Woodlot Licence Plan.
CP amendment	Operational	District Manager	1,2	n/a	Generally no consultation obligations with these minor amendments. Licensee led information sharing in exceptional situations according to the nature/significance of the amendment as per the consultation procedures.
<b>BC Timber Sales TSL/RP</b>					
BC Timber Sales (BCTS) Timber Sales Licence and Road Use Permit	Operational	Timber Sales Manager	5	60 days	Consultation is done at the Operational Plan Review stage prior to Timber Sale Licence and Road Permit Issuance. Supplementary consultation is done when required as per the consultation procedures.
<b>TFL/FL/CFA/WL/ FNWL</b>					
Forest Stewardship Plan (FSP) /Woodlot Licence Plan (WLP) review and approval	Operational	District Manager	1, 5	60 days	
New or Replacement FSP and WLP	Operational	District Manager	1, 5	60 days	
FSP and WLP Stocking Standard amendments	Operational	District Manager	2	n/a	
FSP amendments for mandatory and emergency situations	Operational	District Manager	2	n/a	
Other FSP amendments not noted above.	Operational	District Manager	1, 3	n/a	
FSP and WLP extensions for a term greater than one year	Operational	District Manager	1, 3	30 days	
FSP and WLP	Operational	District	2	n/a	

Decision	Decision Type	Delegated Decision Maker <sup>1</sup>	Consultation Level	Consultation Period	Comments
extensions of one year or less.		Manager			

## 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 DKA, DOS & DSE Forest Districts' 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 DKA, DOS & DSE Forest Districts.
- 1.1 For the purposes of the summary document in section 1.0 of this Appendix, the stumpage payments from Eligible Volume in Skwłāx te Secwepemcúłecw '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 Skwłāx te Secwepemcúłecw 's Territory will be calculated by determining the percent of Skwłāx te Secwepemcúłecw 's Territory that falls within the Timber Harvesting Land Base in the DKA, DOS & DSE Forest Districts, 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 Skwłāx te Secwepemcúłecw and 13 percent of BC Timber Sales forest revenue, as described in section 1.2 of this Appendix.
- 1.4 If Skwłāx te Secwepemcúłecw 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 Skwłāx te Secwepemcúłecw 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 Skwłāx te Secwepemcúłecw '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 75percent 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 British Columbia to Skwłāx te Secwepemcúlecw in any given full year under the Skwłāx te Secwepemcúlecw *Forest and Range Opportunity Agreement* (“the Annual Amount”) and applying the following percentages to that Annual Amount:
- 3.2.1 2022/23 BC Fiscal Year 40 percent;
  - 3.2.2 2023/24 BC Fiscal Year 40 percent
  - 3.2.3 2024/25 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 Skwłāx te Secwepemcúlecw *Forest and Range Opportunity Agreement*, then Skwłāx te Secwepemcúlecw 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 Skwłāx te Secwepemcúlecw *Forest and Range Opportunity Agreement*, then Skwłāx te Secwepemcúlecw will receive an annual payment for those BC fiscal Years that is equal to the annual payment received under the Skwłāx te Secwepemcúlecw *Forest and Range Opportunity Agreement*.

## **APPENDIX D**

### **Band Council Resolution Appointing the Recipient Entity for the Skwłāx te Secwepemcúlecw IFA**

**[Note: There is no recipient entity designated in  
this agreement (as defined in Section 4.2)]**



## APPENDIX E

### Annual Report

(example only)

Socio-economic Priority	2021/2022 Planned Expenditures	2021/2022 Actual Expenditures	Outcomes Achieved	Variance Explanation

#### Confirmation

In accordance with section 8.1 of the Skwłāx te Secwepemcúlecw Forest & Range Consultation and Revenue Sharing Agreement, Skwłāx te Secwepemcúlecw 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 Skwłāx te Secwepemcúlecw

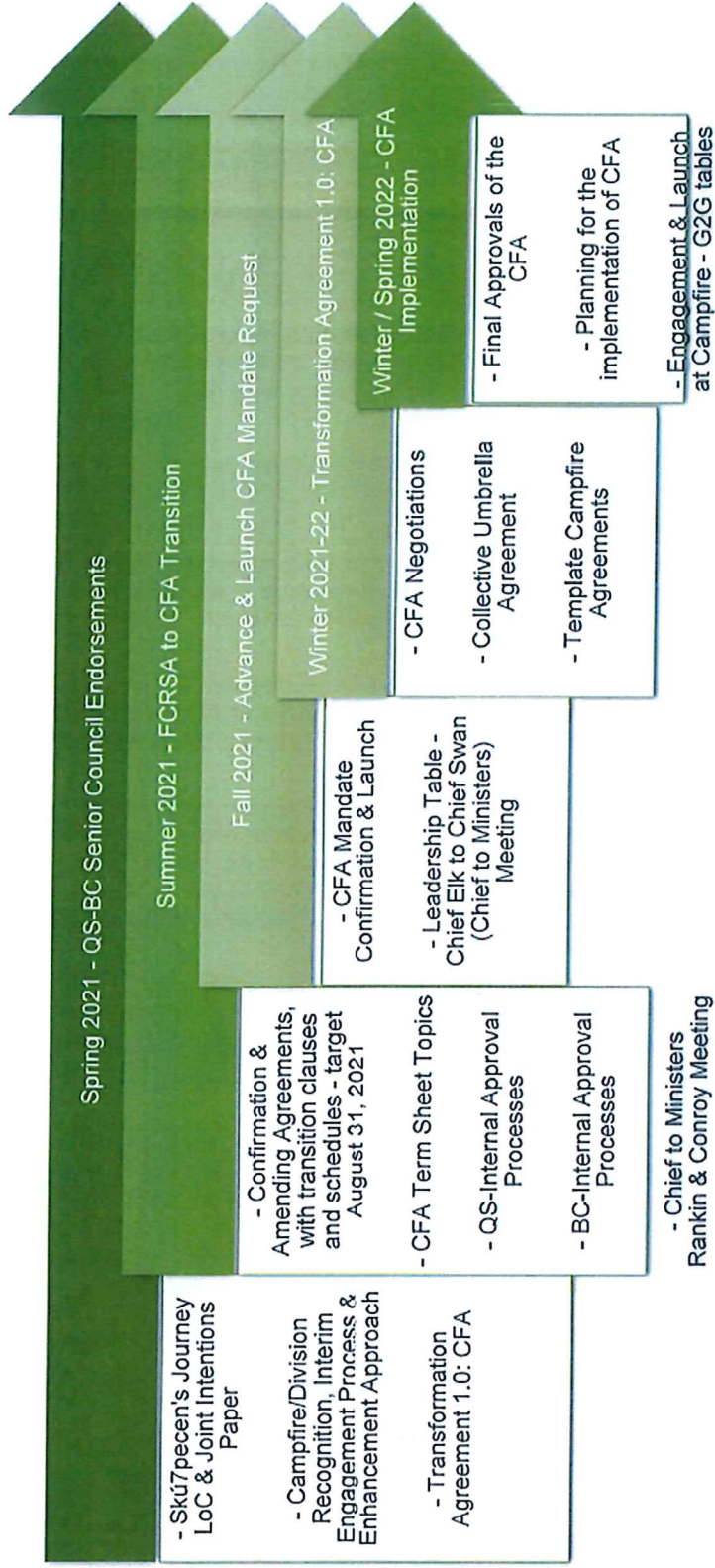
## APPENDIX F: CFA Pathway & Commitments

### Schedule F.1: CFA Commitments Summary

The following is a summary of CFA commitments:

- a. On March 11, 2021, Qwelminté 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.

## Schedule F.2: CFA Pathway



**APPENDIX G:  
Txweymímentem Senior Council  
Resolutions**

**Schedule G.1: *Txweymímentem* Senior Council Resolution #2021-0001**

**Schedule G.2: *Txweymímentem* Senior Council Resolution #2021-0002**

**Schedule G.3: *Txweymímentem* Senior Council Resolution #2021-0003**

# Schedule G.1: Txweymímentem Senior Council Resolution #2021-0001



## TXWEYMÍMENTEM (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 Txweymímentem 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.

[TXWEYMMENTEM 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
<b>Councillor Darrel Draney, QS Responsible Official</b>	<b>DATE</b>
	Apr 19, 2021
<b>Tracy Ronmark, FLNRORD BC Responsible Official</b>	<b>DATE</b>

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.



# ScheSchedule G.2: Txweymímentem Senior Council Resolution #2021-0002



## TXWEYMÍMENTEM (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 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") 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 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.

[TXWEYM/MENTEM 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.

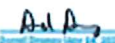

*Senior Council Authorize: the following documents and recommendations to the Leadership Table and QS and BC Signatories for their respective approvals:*

- 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: Skú7pecen'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 Skú7pecen'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, 10:05 PST)</small>	Apr 14, 2021
<b>Councillor Darrel Draney, QS Responsible Official</b>	DATE
	Apr 19, 2021
<b>Tracy Ronmark, FLNRORD BC Responsible Official</b>	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.

# Schedule G.3: Txweymímentem Senior Council Resolution #2021-0003



Qwelmínte – 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 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 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.

[TXWEYMÍMENTEM 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 *Txweymimentem* Resolution approved through the QS-BC Senior Council.

 <small>Darrel Draney (Apr 14, 2021 16:01 PDT)</small>	Apr 14, 2021
<b>Councillor Darrel Draney, QS Responsible Official</b>	<b>DATE</b>
	Apr 19, 2021
<b>Tracy Ronmark, FLNRORD BC Responsible Official</b>	<b>DATE</b>

Attachment includes:

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

## APPENDIX H: List of Relevant and Informative Forestry Documents

Document	Status	Dates
QS-BC JIP, including Chapter 11: Forestry Transformation	Approved by QS-BC Senior Council	March 11, 2021
Forestry Transformation Action Plan	Approved by QS-G2G Forestry Working Group	June 17, 2020
Skú7pecen's Journey LoC	Recommended by QS-BC Senior Council In approval process for Leadership Table	Recommended by QS-BC Senior Council on March 11, 2021
<i>Declaration on the Rights of Indigenous Peoples Act ("DRIPA")</i>	Finalized	November 28, 2019
BC's draft DRIPA Action Plan	Out for engagement with Indigenous communities	In-progress
BC's draft Climate Preparedness and Adaptation Strategy	Out for public engagement	In-progress
BC's Intentions Paper: Modernizing Forest Policy in BC	Finalized	June 1, 2021
CFA Topics – Negotiation / Term Sheet Topics	Draft	In-progress

The following is a list of relevant documents which informs this Confirmation and Amending Agreement:



## APPENDIX I: QS-BC Short-Term Opportunities

Initiative	Topic Areas	Status	Detail / BC Lead	Detail / QS Lead	Connection to G2G Forum
a. Wildfire recovery / rehab & Remediation Planning b. Post Recovery and Salvage Opportunities c. Carbon Related Planting	a. Territorial Patrol & Collaborative Stewardship b. Morel Mushroom Harvest c. Understory Conservation & Management	Forest Lands and Natural Resources ("FLNR") regional staff will start planning for a consistent and collaborative approach to recovery work with impacted communities. Need to initiate discussion as a part of fire recovery. Invitations have gone out to all communities and the QS to engage on the intentions paper.	FLNR District managers FLNR District & Regional Staff	Campfire/Divisions Territorial Stewardship Offices ("TSOs") QS Office ("QSO") in their role as Secretariat	Strategic Working Group ("SWG") Campfire/Divisions
BC Intentions Paper: <i>Engagement on Modernizing Forest Policy in BC</i>	TBD	There are several potential initiatives, to be discussed	Tracy is regional support for Provincial lead Mike Pedersen. Intent to set up a session through the QS G2G Forum, if desired Eric Valdal is the lead for FLNR	Campfire/Divisions TSOs QSO in their role as Secretariat	SWG Campfire/Divisions
Engagement on Old Growth	TBD	TBD		Campfire/Divisions TSOs	SWG Campfire/Divisions
Economic Development	TBD	There are several potential initiatives, to be discussed	Office of Chief Forester, Rural Development	QSO in their role as Secretariat Campfire/Divisions TSOs	SWG Campfire/Divisions
Kamloops Apportionment process and disposition (tenure interests)	Skú7peccen's Option & Rationale	The Campfire-G2G, comprised of FLNR reps & the Campfires / Divisions reps of Sık'emilupsemc te Secwépehc ("SSN") [comprised of Tk'emilups te Secwépehc & Skeetchestn] and Simpcwemc [comprised of Simpcw], are preparing a collaborative option that is nearing completion. Underway through the Stewardship initiative (SFE, HCTF)	Technical FWG including FLNR tenures team	QSO in their role as Secretariat SSN & Simpcw Campfire Reps QSO in their role as Secretariat	SWG Campfire/Divisions
TSOs & Territorial Patrol	TBD	Underway through the Stewardship initiative (SFE, HCTF)	Rob Purdy	Zach Parker, Hunter Lampreau, Austin Ingram	SWG Campfire/Divisions

This table represents some short-term QS-BC initiatives and priority values that may be acted upon during the interim between the execution of this Confirmation and Amending Agreement and the negotiation of a CFA. The table is not an exhaustive list and may be collaboratively adapted to each Campfire-G2G table and their respective topic areas