

**Klahoose First Nation
Forest & Range
Consultation and Revenue Sharing Agreement (FCRSA)
(the “Agreement”)**

**Between:
The Klahoose First Nation**

As Represented by
Chief and Council
(the Klahoose First Nation)

And

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

(Collectively the “Parties”)

WHEREAS:

- A. In 2005, British Columbia and the First Nations Leadership Council, representing the Assembly of First Nations-BC Region, First Nations Summit, and the Union of BC Indian Chiefs entered into a New Relationship and signed the Transformative Change Accord, the purposes of which is to implement a government-to-government relationship based on an effective working partnership, enhanced collaboration, mutual respect and recognition and accommodation of Aboriginal title and rights and achieve the mutual goals of closing the social and economic gap between First Nations and other British Columbians.
- B. In the spirit of the New Relationship and the Transformative Change Accord, British Columbia and Klahoose First Nation have undertaken a shared commitment to strengthening relationships on a government-to-government basis, and on focusing efforts to close the socio-economic gaps between Aboriginal and non-Aboriginal people. This Agreement, and the benefits flowing from it, will assist the Klahoose First Nation in achieving progress towards the goals referred to in the previous recitals.
- C. British Columbia recognizes that Klahoose First Nation has a unique history and its own culture and traditions that help to define it, and that these characteristics, along with its relationship with British Columbia, form an important context for the cooperative efforts needed to improve the Klahoose First Nation community’s well-being.
- D. The Klahoose First Nation has Aboriginal Interests within its Traditional Territory.

- E. British Columbia intends to consult with the Klahoose First Nation and to accommodate its Aboriginal Interests as appropriate (including accommodation by way of the payments provided through this Agreement), with respect to impacts on the Klahoose First Nation's Aboriginal Interests arising from forest and/or range resource development activities proposed within the Klahoose First Nation Traditional Territory.
- F. The Klahoose First Nation intends to participate in any consultation or information sharing with British Columbia or a Licensee in relation to forest and/or range resource development activities proposed within the Klahoose First Nation's Traditional Territory that may impact the Klahoose First Nation's Aboriginal Interests.
- G. The Parties desire to develop a working relationship with respect to forest and/or range resource development on Crown lands within Klahoose First Nation's Traditional Territory.

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.0 Definitions

For the purposes of this Agreement, the following definitions apply:

- 1.1 **"Aboriginal Interests"** means asserted aboriginal rights (including aboriginal title) or determined aboriginal rights (including aboriginal title) which are recognized and affirmed by section 35(1) of the *Constitution Act, 1982*.
- 1.2 **"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 as identified in the First Annual List and/or Annual List as defined in Appendix B.
- 1.3 **"Band Council Resolution"** means a resolution of Klahoose First Nation having the form of Appendix D.
- 1.4 **"BC Fiscal Year"** means a period beginning on April 1 of a calendar year and ending on March 31 of the next calendar year.
- 1.5 **"Delegated Decision Maker"** and **"DDM"** 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.
- 1.6 **"Designate"** has the meaning given to that term in section 3.1.1.
- 1.7 **"Effective Date"** means the date on which this Agreement has been ratified and signed by each of the Parties.
- 1.8 **"First Fiscal Year of the Term"** has the meaning given to that term in section 3.3.

- 1.9 “**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*.
- 1.10 “**Licensee**” means a holder of a forest tenure or a range tenure.
- 1.11 “**Matrix**” means the framework in Appendix B which will be used to define consultation between the Parties with respect to Operational and Administrative Decisions.
- 1.12 “**Minister**” means the Minister of Forests, Lands and Natural Resource Operations having the responsibility, from time to time, for the exercise of powers in respect of forests and range matters.
- 1.13 “**Operational Plan**” means a Forest Stewardship Plan, Woodlot Licence Plan, a Range Use Plan, or Range Stewardship Plan (as those terms are defined in forest and range legislation) that has or will have effect in the Klahoose First Nation’s Traditional Territory.
- 1.14 “**Payment Account**” has the meaning given to that term in section 3.1.3.
- 1.15 “**RP**” means a reconciliation protocol between British Columbia and the Klahoose First Nation 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*.
- 1.16 “**Revenue Sharing Contribution**” means each payment to be made by British Columbia to the Klahoose First Nation in accordance with Section 3.0 of this Agreement.
- 1.17 “**SEA**” means a strategic engagement agreement between British Columbia and the Klahoose First Nation that describes a consultation process between the Klahoose First Nation and more than one natural resource ministry of the Government of British Columbia.
- 1.18 “**Term**” has the meaning given to that term in section 11.1.
- 1.19 “**Timber Harvesting Land Base**” means the portion of the total land area of a management unit considered by Ministry of Forest, Lands and Natural Resource Operations to contribute to, and be available for, long-term timber supply.
- 1.20 “**Traditional Territory**” means the Klahoose First Nation’s claimed or asserted Traditional Territory as shown in bold black on the map attached in Appendix A.
- 1.21 “**Treasury Board**” means the cabinet committee of British Columbia defined in the *Financial Administration Act*.

2.0 Purpose and Objectives

The purposes and objectives of this Agreement are:

- 2.1 In relation to potential impacts on Klahoose First Nation's Aboriginal Interests resulting from forest and range development in the Traditional Territory, to facilitate the Parties in meeting their respective legal consultation obligations by supporting the capacity of Klahoose First Nation to participate in consultation initiated by British Columbia and by establishing a consultation process which results in appropriate accommodation measures being implemented, where appropriate, in addition to the Revenue Sharing Contribution provided as an accommodation in this Agreement; and
- 2.2 To provide an opportunity for the Klahoose First Nation to identify and pursue activities that will enhance and improve the social, cultural and economic well-being of its community and assist the Klahoose First Nation in achieving progress towards closing socio-economic gaps between the members of Klahoose First Nation and non-Aboriginal people in British Columbia.

3.0 Forest Revenue Sharing Contribution

- 3.1 Recipient Entity:
 - 3.1.1 Unless the Klahoose First Nation elects to have another entity (its "Designate") receive Revenue Sharing Contributions pursuant to section 3.1.2, recognizing that any such election does not relieve the Klahoose First Nation of its obligation under this agreement, the Klahoose First Nation will be the recipient of the Revenue Sharing Contributions.
 - 3.1.2 Where the Klahoose First Nation chooses to have its Designate receive Revenue Sharing Contributions under this Agreement, British Columbia may withhold payment of the Revenue Sharing Contribution until it is satisfied that the Designate is a registered corporation or society with the legal authority and capacity to receive the funds for the purposes described in section 2.0 and that it has been appointed by Band Council Resolution documented in Appendix D to receive the Revenue Sharing Contribution on behalf of the Klahoose First Nation.
 - 3.1.3 Klahoose First Nation will establish and throughout the Term maintain a bank account in the name of Klahoose First Nation (or the 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"). Klahoose First Nation will 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.

- 3.2 Subject to section 3.1.2 and section 10.0 of this Agreement, British Columbia will during the Term make annual Revenue Sharing Contributions, calculated in accordance with Appendix C, to the Klahoose First Nation, or to its Designate, as the case may be, and, subject to section 3.4 and 3.6, the Revenue Sharing Contribution will be disbursed in two equal payments: the first payment to be paid on or before September 30th, and the second payment to be paid on or before March 31st.
- 3.3 Notwithstanding section 3.2, for the BC Fiscal Year in which the Effective Date falls (the "First Fiscal Year of the Term") the amount calculated in accordance with Appendix C is deemed to be \$120,348. For further certainty the first payment under this agreement will be on March 31, 2014.
- 3.4 For the purposes of determining the amount of the Revenue Sharing Contribution for partial BC Fiscal Years, the amount will be prorated to the month in which the Agreement is signed by the Klahoose First Nation.
- 3.5 Before November 30th of each year during the Term, Klahoose First Nation will receive written notification from British Columbia of the Revenue Sharing Contribution for the following BC Fiscal Year (including the summary document(s) and calculations identified in Appendix C) and the Klahoose First Nation agrees that such written notification will have the effect for the purposes of this Agreement of describing the amount of the Revenue Sharing Contribution under this Agreement for that following BC Fiscal Year.
- 3.6 For each BC Fiscal Year subsequent to the First Fiscal Year of the Term, the Revenue Sharing Contribution will be provided by British Columbia to the Klahoose First Nation or its Designate in the manner specified in section 3.2 only if Klahoose First Nation has published all of the necessary statements and reports before the appropriate dates as set out in section 6.0 of this Agreement, is in all other respects in compliance with the terms of this Agreement and this Agreement has not been suspended or terminated pursuant to section 10.0.
- 3.7 Notwithstanding any other provisions of this Agreement, the payment of money by British Columbia to the Klahoose First Nation pursuant to this Agreement is subject to:
 - 3.7.1 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

3.7.2 Treasury Board not having controlled or limited, pursuant to the *Financial Administration Act*, expenditure under any appropriation referred to in section 3.7.1.

4.0 Consultation Process

- 4.1 The Parties agree that consultation with respect to potential impacts to Klahoose First Nation's Aboriginal Interests arising from any Operational or Administrative Decisions or Operational Plans is to be carried out in accordance with the process set out in Appendix B of this Agreement.
- 4.2 British Columbia will use the map of the Klahoose First Nation's Traditional Territory used in the *Klahoose First Nation Interim Agreement on Forest Opportunities* which map will be set out in this Agreement as Appendix A.
- 4.3 Klahoose First Nation agrees that British Columbia may share the map of the Traditional Territory as set out in Appendix A with another provincial government agency and/or a Licensee responsible for information sharing associated with a decision that is subject to this Agreement.
- 4.4 The Parties agree that in the event Klahoose First Nation enters into a SEA or RA with British Columbia after the Effective Date which includes a consultation process which 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 if the SEA or RA so provides; and in any such case, if the SEA or RA terminates prior to the end of the Term, the Parties agree that the consultation process set out in Appendix B of this Agreement will apply for the remainder of the Term.
- 4.5 In the event that the Effective Date falls after the date on which Klahoose First Nation enters into a SEA or RA with British Columbia that includes a consultation process which addresses forest and range management and decision making, and the SEA or RA is subsequently terminated prior to the end of the Term, the Klahoose First Nation agrees that this Agreement will be amended within 60 days of the date of termination of the SEA or RA to include a consultation process in this Agreement.

5.0 Acknowledgments and Covenants by Klahoose First Nation

- 5.1 Klahoose First Nation acknowledges that forest revenues received by British Columbia fluctuate and that the Revenue Sharing Contributions under this Agreement will vary over time.
- 5.2 Klahoose First Nation agrees that the Revenue Sharing Contributions made under section 3.0 of this Agreement constitute an accommodation for potential impacts on Klahoose First Nation Aboriginal Interests of Administrative Decisions, Operational Decisions and/or Operational Plans in the Traditional Territory from April 1, 2013 to the end of the term of this agreement and form a

component of accommodation which also includes any accommodations realised through the consultation processes set out in this Agreement.

- 5.3 Subject to section 5.2, this Agreement does not prejudice any claims by the Klahoose First Nation regarding impacts on its Aboriginal Interests resulting from past Operational or Administrative Decisions made by British Columbia prior to the effective date of this Agreement.
- 5.4 Klahoose First Nation agrees that during the term of this Agreement, if British Columbia complies with the consultation process set out in this Agreement, British Columbia will have engaged in an adequate consultation process with respect to potential impacts to Klahoose First Nation's Aboriginal Interests in the context of Operational Decisions and Administrative Decisions that British Columbia will make and any forest or range practices that may be carried out under an Operational Plan in the Traditional Territory.

6.0 Community Priorities, Annual Reports and Records

- 6.1 Klahoose First Nation covenants and agrees as follows:
 - 6.1.1 Within 60 days of the Effective Date of this Agreement, Klahoose First Nation or its Designate will prepare a statement of community priorities covering the term of the Agreement, substantially in the form set out in Appendix E that outlines activities it intends to fund to help achieve the objectives identified in section 2.0 based on the First Fiscal Year Revenue Sharing Contribution.
 - 6.1.2 Before the end of each BC Fiscal Year, Klahoose First Nation or its Designate will update the statement of community priorities identified in section 6.1.1 based on the updated Revenue Sharing Contribution described in section 3.5.
 - 6.1.3 Within 90 days of the end of each BC Fiscal Year, Klahoose First Nation or its Designate will prepare an annual report, substantially in the form set out in Appendix F, 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 of this Agreement) and confirming that, aside from reasonable administrative expenses, all such expenditures were made for the purpose of accomplishing the purposes and objectives referred to in section 2.0.
 - 6.1.4 British Columbia retains the right at its sole discretion, such discretion to be exercised reasonably, to require an audit of expenditures made from the Payment Account to ensure that all such expenditures were made for appropriate purposes under this Agreement.
 - 6.1.5 The documents referred to in sections 6.1.1, 6.1.2, and 6.1.3 will be published by Klahoose First Nation or its Designate in a manner that can reasonably be expected to bring the information to the attention

of its communities and the public.

- 6.1.6 The annual report referred to in section 6.1.3 will be provided to British Columbia within 120 days of the end of each BC Fiscal Year.
- 6.1.7 Notwithstanding the termination or expiry of this Agreement, Klahoose First Nation or its Designate will continue to comply with the provisions of section 6.1 until 120 days after it receives the last Revenue Sharing Contribution from British Columbia.
- 6.2 If Klahoose First Nation requires funding ("capacity") to engage in consultation processes on forest and range decisions, or with other provincial Ministries where Klahoose First Nation has entered into an SEA and/or RA with British Columbia, up to \$35,000 annually of the Revenue Sharing Contribution will be used by Klahoose First Nation for that capacity during the Term of this Agreement.

7.0 Security Deposits

- 7.1 In recognition of Klahoose First Nation entering into this Agreement, British Columbia may choose not to request a silviculture deposit(s) pertaining to licence(s) entered into as a result of the invitation to apply under a Forest Tenure Opportunity Agreement entered into between Klahoose First Nation (or a legal entity controlled by the Klahoose First Nation) and British Columbia.
- 7.2 Klahoose First Nation agrees that British Columbia may apply any payment that Klahoose First Nation is entitled to receive under this Agreement, to a maximum of the amounts that British Columbia would have obtained in a silviculture deposit, in order to fully or partially satisfy any unfulfilled financial obligations of Klahoose First Nation to British Columbia arising from a licence(s) entered into as a result of the invitation to apply under a Forest Tenure Opportunity Agreement entered into between Klahoose First Nation (or a legal entity controlled by the Klahoose First Nation) and British Columbia.
- 7.3 Prior to British Columbia applying any payment to satisfy unfulfilled Klahoose First Nation financial obligations arising from a licence(s) in accordance with section 7.2, British Columbia will notify the Klahoose First Nation of the unfulfilled financial obligation(s).

8.0 Stability for Land and Resource Use

- 8.1 Klahoose First Nation will respond within a reasonable time period to any discussions sought by British Columbia in relation to any acts of intentional interference by members of Klahoose First Nation with provincially authorized forest and/or range activities to which Appendix B applies and will work with British Columbia and make reasonable efforts to facilitate the resolution of any such matters.

9.0 Dispute Resolution

- 9.1 If a dispute arises between British Columbia and the Klahoose First Nation regarding the interpretation of a provision of this Agreement, the duly appointed representatives of the Parties will meet as soon as is practicable to attempt to resolve the dispute.
- 9.2 If the Parties are unable to resolve differences at the appropriate level, the interpretation issue will be raised to more senior levels of British Columbia and the Klahoose First Nation.
- 9.3 If the interpretation dispute cannot be resolved by the Parties directly, the Parties may choose other appropriate approaches to assist in reaching resolution of the interpretation issue.

10.0 Suspension and Termination

- 10.1 British Columbia may suspend the making of further Revenue Sharing Contributions under this Agreement if it determines, acting reasonably, that Klahoose First Nation is not fulfilling its obligations under sections 4.0 and 6.0 or sections 8.1 or 10.3 of this Agreement, or where the Klahoose First Nation has outstanding unfulfilled financial obligations to British Columbia arising from a licence(s) issued further to an agreement between the Klahoose First Nation and British Columbia. Upon making any such determination, British Columbia will provide notice to Klahoose First Nation of the alleged non-compliance, and the Parties will then attempt to resolve their differences.
- 10.2 If the alleged non-compliance by Klahoose First Nation is not resolved within 60 days of the notice provided in section 10.1, British Columbia will notify Klahoose First Nation that the alleged non-compliance remains unresolved and, without limiting the actions that may be taken by British Columbia, may terminate this Agreement.
- 10.3 If, during the term of this Agreement, Klahoose First Nation challenges or supports a challenge to an Administrative Decision and/or Operational Decision or an Operational Plan or activities carried out pursuant to those decisions or plans, by way of legal or administrative proceedings or otherwise, on the basis that, contrary to section 5.2, the Revenue Sharing Contribution provided for in section 3.0 of this Agreement does not provide an accommodation for impacts on Klahoose First Nation's Aboriginal Interests then, without limiting any actions that may be taken by British Columbia, the Revenue Sharing Contribution provided for in section 3.0 may be suspended or this Agreement may be terminated by British Columbia.
- 10.4 This Agreement will terminate prior to the end of the Term in any one of the following circumstances; 90 days' written notice of termination is given by

one Party to the other; termination occurs in accordance with any of the provisions of section 10.0; or upon mutual agreement of the Parties. In the event of such early termination of this Agreement, the Revenue Sharing Contribution for the BC Fiscal Year in which termination becomes effective will be prorated to the termination date.

- 10.5 If a Party gives written notice of its intention to terminate this Agreement effective 90 days from the date of the notice, the Parties will, prior to the end of the 90-day period, meet and will attempt to resolve any issue that may have given rise to the termination notice.

11.0 Term

- 11.1 The term of this Agreement commences on the Effective Date and, unless terminated earlier in accordance with any of the provisions hereof, will end on the day immediately before the third anniversary of the Effective Date.

12.0 Renewal of the Agreement

- 12.1 Prior to the expiry of the Term, if the terms and conditions of this Agreement are being met, British Columbia and Klahoose First Nation will, if each party has received such authorizations as it may require, begin negotiations for the renewal of this Agreement or for a new agreement.

13.0 Amendment of Agreement

- 13.1 Any alteration or amendment to the terms and conditions of the Agreement must be in writing and duly executed by the Parties.
- 13.2 Either Party may request the participation of the other Party to review the effectiveness of this Agreement annually and consider amendments to this Agreement.

14.0 Entire Agreement

- 14.1 This Agreement and any amendment to it constitute the entire Agreement between the Parties with respect to the subject matter of this Agreement.

15.0 Notice

- 15.1 Any notice or other communication that is required to be given or that a Party wishes to give to the other Party with respect to this Agreement, will be in writing and will be effective if delivered, sent by registered mail, or transmitted by facsimile to the address of the other Party as in this section of the Agreement.
- 15.2 Any notice or other communications will be deemed to have been given on the date it is actually received, if received before 4:00 p.m. If received after 4:00 p.m., it will be deemed to have been received on the next business day.

- 15.3 The address of either Party may be changed by notice in the manner set out in this section of the Agreement.

British Columbia

Deputy Minister
Ministry of Aboriginal Relations and Reconciliation
P.O. Box 9100 STN PROV GOVT
Victoria B.C. V8W 9B1
Telephone: (250) 356-1394
Fax: (250) 387-6594

Klahoose First Nation

Chief James Delorme
Klahoose First Nation
P.O. Box 09
Cortez Island Squirrel Cove, B.C. V0P 1T0
Telephone: 250-935-6536
Facsimile: 250-935-6997

16.0 Miscellaneous

- 16.1 This Agreement shall be interpreted in a manner consistent with provincial and federal law.
- 16.2 This Agreement does not:
- a) constitute a treaty or land claims agreement within the meaning of section 25 or 35 of the Constitution Act, 1982 (Canada); or
 - b) affirm, recognize, abrogate or derogate from any Klahoose First Nation's Aboriginal Interests;
- 16.3 This Agreement does not address or prejudice conflicting interests or competing claims between First Nations.
- 16.4 Subject to paragraph 10.3, this Agreement will not limit the positions that a Party may take in future negotiations or court actions.
- 16.5 British Columbia acknowledges and enters into this Agreement on the basis that the Klahoose First Nation has Aboriginal Interests within their Traditional Territory but that the specific nature, scope or geographic extent of Aboriginal Interests of the Klahoose First Nation have yet to be determined. Broader processes engaged in to bring about reconciliation may result in a common understanding of the nature, scope and geographic extent of Aboriginal Interests or treaty interests of the Klahoose First Nation.


- 16.6 References in this Agreement to Crown lands are without prejudice to the Klahoose First Nation's Aboriginal title and/or rights claims over those lands.
- 16.7 This Agreement does not prejudice any claims by the Klahoose First Nation regarding impacts on its Aboriginal Interests resulting from past Operational or Administrative Decisions made by British Columbia prior to the effective date of this Agreement
- 16.8 This Agreement and any decisions made during the term of this Agreement do not change or affect the positions either Party has, or may have, regarding jurisdiction and authorities
- 16.9 Any reference to a statute in this Agreement includes all regulations made under that statute and any amendments or replacement of that statute and its regulations.
- 16.10 There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of either Party.
- 16.11 The applicable laws of British Columbia and Canada shall govern this Agreement.
- 16.12 This Agreement is not intended to limit any obligation of forest or range Licensees or other third parties to the Klahoose First Nation.
- 16.13 This Agreement does not preclude the Klahoose First Nation from accessing forestry economic opportunities and benefits, which may be available to the Klahoose First Nation, other than those expressly set out in this Agreement.
- 16.14 Nothing in this Agreement is to be construed as an acceptance of or admission by a Party of the position of the other Party or as an admission of fact or liability.
- 16.15 This Agreement does not constitute an admission of an obligation to provide financial or economic benefits, as provided in this Agreement, as part of the British Columbia's obligation to consult and accommodate.
- 16.16 If any part of this Agreement is void or unenforceable at law, that part shall be severed from this Agreement and the rest of the Agreement shall remain in effect and fully enforceable.
- 16.17 If any part of this Agreement is void or unenforceable at law, the Parties agree to negotiate and attempt to reach agreement, to the extent reasonably possible and as their respective interests may require, on a replacement for the severed part with a view to achieving the intent of the Parties as expressed in this Agreement.
- 16.18 All headings in this Agreement are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, limit, enlarge, modify or explain the scope, extent or intent of this Agreement or any of its provisions.

- 16.19 In this Agreement, words in the singular include the plural, and words in the plural include the singular unless the context or any specific definition otherwise requires.
- 16.20 The appendices to this Agreement form part of the Agreement.

16.21 This Agreement may be entered into by each Party signing a separate copy of this Agreement, including a photocopy or faxed copy, and delivering it to the other Party by fax or email. Each facsimile will be deemed to be an original for all purposes and all counterparts taken together will be deemed to constitute one document.

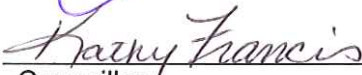
Signed on behalf of:

Klahoose First Nation

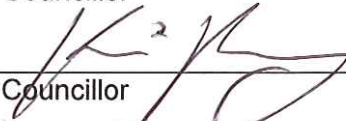


Chief James Delorme

Mar. 24/2014
Date



Councillor




Councillor



Witness of Klahoose First Nation signatures

Signed on behalf of:

Government of British Columbia

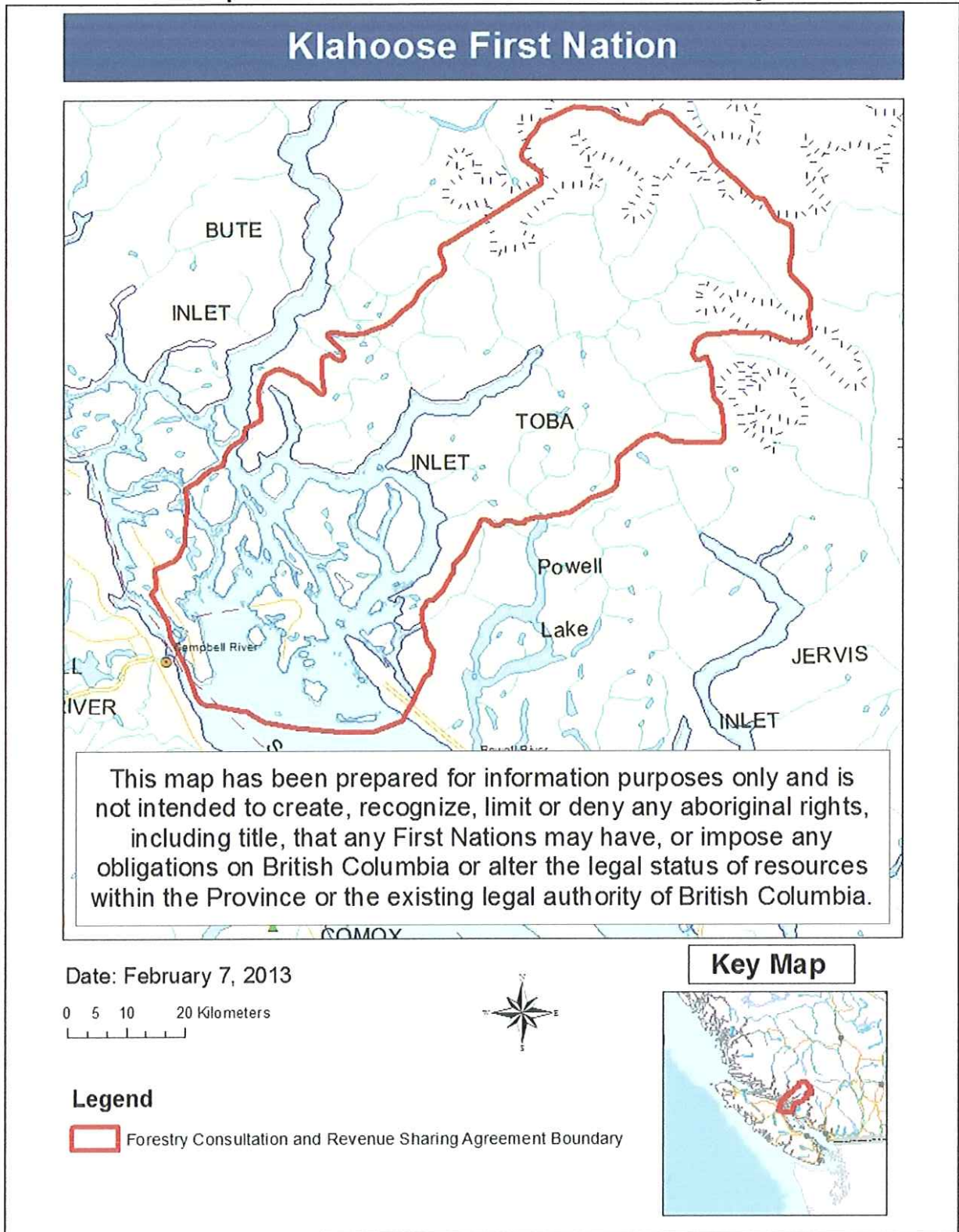


John Rustad
Minister of Aboriginal Relations and
Reconciliation

April 10, 2014
Date

Witness of Minister signature

APPENDIX A
Map of Klahoose First Nation Traditional Territory



APPENDIX B

Consultation

On Operational and Administrative Decisions and Operational Plans.

In order to facilitate consultation with respect to Operational and Administrative Decisions and Operational Plans, the Parties have agreed to use the Matrix framework set out in section 1.12 of this Appendix ("section 1.12"), which allows the Parties to determine which Operational and Administrative Decisions and Operational Plans will require consultation, as well as the associated appropriate level of consultation for those decisions and plans.

- 1.1 British Columbia agrees to consult with Klahoose First Nation in accordance with the applicable consultation level agreed to by the Parties under section 1.12 on Operational Plans, Operational Decisions, and Administrative Decisions that may potentially adversely impact Klahoose First Nation's Aboriginal Interests within the Traditional Territory.
- 1.2 Klahoose First Nation agrees to participate with British Columbia and/or Licensees or licence proponents, as set out in this Agreement and in accordance with the applicable level of consultation to which the Parties have agreed under section 1.12, in information sharing and/or consultation regarding proposed Operational Decisions, Administrative Decisions, and Operational Plans dealing with forest and range development within the Traditional Territory.
- 1.3 In this Appendix, "First Annual List" means a list of Operational and Administrative Decisions and Operational Plans, which may require consultation during the First Fiscal Year of the Term or part thereof in which the Effective Date occurs, that is provided to the Klahoose First Nation by British Columbia in advance of the Parties entering into this Agreement.
- 1.4 Prior to entering into this Agreement, the Parties will agree on the applicable consultation levels for the decisions on the First Annual List, using the consultation levels described in section 1.12.
- 1.5 In this Appendix, "Annual List" means an annual list of Operational and Administrative Decisions and Operational Plans that may require consultation in a fiscal year of the Agreement in which those decisions are anticipated to be made, and that will be provided to the Klahoose First Nation by British Columbia before March 31st of each year after the First Fiscal Year of the Term.
- 1.6 For fiscal years subsequent to the First Fiscal Year of the term, the Parties will meet annually on or before March 31st to discuss the Annual List and, in the case of decisions and plans for which the Parties have not already agreed to a consultation level described in section 1.12 in a preceding fiscal year, or where a Party wishes to alter a consultation level determined in a preceding fiscal year, the Parties will agree on the consultation levels that will be applicable to those Operational and Administrative Decisions and Operational Plans on the Annual List, in accordance with section 1.12.

- 1.7 When British Columbia becomes aware of proposed types of Operational or Administrative Decisions or Operational Plans not contained in the Annual List that will have effect within the Traditional Territory of Klahoose First Nation during the current fiscal year, British Columbia will notify the Klahoose First Nation of those new types of decisions or plans and the Parties will seek to agree on the consultation levels that will be applicable to those Operational and Administrative Decisions and Operational Plans, in accordance with section 1.12. British Columbia will ensure that notification is done in a timely manner, and will provide adequate information to enable Klahoose First Nation to make an initial assessment of the consultation level that should apply to the proposed decision.
- 1.8 In reviewing and responding to an Operational Decision, Administrative Decision, or Operational Plan submitted to them, Klahoose First Nation will, unless otherwise agreed by the Parties, provide the party (i.e. British Columbia, a Licensee or proponent) that supplied the proposed decision or plan to them, with all reasonably available information that will identify any potential impacts to their Aboriginal Interests that may occur as a result of proposed forest and/or range resource development activities pursuant to that Operational Decision, Administrative Decision or Operational Plan within the Traditional Territory.
- 1.9 Where Klahoose First Nation determines that further information is required in order for Klahoose First Nation to assess the potential impact of a proposed decision to Aboriginal Interests, it will identify that further information in writing to British Columbia and British Columbia will prepare and provide the requested information to Klahoose First Nation in a timely way or will provide an explanation in writing for why British Columbia will not provide the requested information.
- 1.10 If no response is received from Klahoose First Nation within the timeframe set out in section 1.12, then British Columbia may conclude that Klahoose First Nation does not intend to respond or participate in the consultation process in respect of the Operational or Administrative Decision or Operational Plan and that a decision may proceed.
- 1.11 Either Party may request that a timeframe set out in an Annual List be changed, and the other Party will reasonably consider and respond to the request.
- 1.12 The Parties agree to the following description and intent of the consultation levels:



Level	Description	Intent
1. Information Sharing	Proponent or tenure holder engages Klahoose First Nation during planning to provide opportunity to incorporate Aboriginal Interests prior to submitting plan/request to	Proponent or tenure holder engages directly with Klahoose First Nation, and provides summary of communications to British Columbia.

Level	Description	Intent
	Decision Maker.	
2. Available on Request	Type of notification whereby British Columbia informs Klahoose First Nation they will not be sending out information.	Klahoose First Nation can request from British Columbia more detailed information about decisions made at this level.
3. Notification	Notify in writing Klahoose First Nation about an upcoming decision and provide overview information. Would be an opportunity for comment.	British Columbia provides Klahoose First Nation base level information and a short reasonable time (21-30 calendar day consultation period determined by the Parties) to comment. Limited follow-up.
4. Expedited Consultation Process	Where there is an imminent threat to a resource value (e.g. mountain pine beetle spread control) an expedited consultation process is undertaken.	Intense but short timeline (about 10 calendar days). A justification for shortening the period would be given by describing the imminent threat. May require a meeting.
5. Normal Consultation	Follow on “normal” track for consultation guided by up-to-date consultation policy. Parties to seek to develop suitable accommodation measures where appropriate, 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 to provide written notice of decision and any measures taken to accommodate Klahoose First Nation.
6. Deep Consultation	Use reasonable effort to inform in an accessible manner and to engage in full discussions around the proposed decision. Make reasonable efforts to accommodate where appropriate. 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 Klahoose First Nation with the final decision and rationale in writing, including an explanation of any accommodation measures implemented, or not implemented, to address impacts to Klahoose First Nation.

- 1.13 The Parties may agree to adjust the consultation levels for specific circumstances where detailed aboriginal interest information is shared that would suggest a different consultation level.
- 1.14 Klahoose First Nation agrees that the province is not obligated, unless requested by the Klahoose First Nation, to inform the Klahoose First Nation of the Delegated Decision Maker's decision for decisions on which the consultation level has been level three (3) or lower.
- 1.15 If the Parties cannot agree upon which consultation level in section 1.12 should apply to a particular or any Operational or Administrative Decision or Operational Plan, then British Columbia will consult with Klahoose First Nation on the basis of British Columbia's consultation procedures in effect at the time as well as the applicable case law respecting consultation obligations.

Annual List					
As per Section 1.3 - Sunshine Coast District or Klahoose First Nation					
Decision	Decision Type	Delegated Decision Maker ¹	Consultation Level	Consultation Period	Sunshine Coast District/Pending decisions/ Comments
Allowable Annual Cut at the Timber Supply Area					
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 FLNR	5	60 days	
Innovative Forestry Practices AAC	Admin	Regional Executive Director	5	60 days	
Community Forest Agreements (CFA)					
Timber supply reviews for AAC determination	Admin	Regional Executive Director	5	60 days	
Issue CFA	Admin	RED/DM	5	60	
CFA management plan approvals	Admin	Regional Executive Director	5	60 days	
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)	5	30 days	
CFA Replacement	Admin	RED/DM	5	60	
Cutting permit (CP) issuance	Operational	District Manager	1-5	60 days	Supplemental consultation by FLNR (above level 1) may occur based on the outcome of licensee-led information sharing.
Road permit (RP) issuance	Operational	District Manager	1-5	60 days	Supplemental consultation by FLNR (above level 1) may occur based on the outcome of licensee lead information sharing.
CP/RP minor amendments	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.
Delisting Community Watersheds					
Delisting Community Watersheds	Admin	Regional Executive Director	5	60 days	
Forest Licence (FL)					
AAC Designation	Admin	Regional Executive Director	5-6	60 days	
Licence transfer	Admin	Minister FLNR	3	30 days	Business between two companies – FLNR is notified but no actual decision by DDM
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	Admin	Regional Executive	5	60 days	

Annual List					
As per Section 1.3 - Sunshine Coast District or Klahoose First Nation					
Decision	Decision Type	Delegated Decision Maker¹	Consultation Level	Consultation Period	Sunshine Coast District/Pending decisions/ Comments
forest licence (NRFL)		Director			
Extension of Forest Licence/Non-replaceable forest licence (NRFL)	Admin	Regional Executive Director	3	30 days	
FL consolidation, and subdivision	Admin	Regional Executive Director	3	30 days	
FL replacement	Admin	Regional Executive Director	5	60 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	60 days	Supplemental consultation by FLNR (above level 1) may occur based on the outcome of licensee-led information sharing.
Road permit (RP) issuance	Operational	District Manager	1-5	60 days	Supplemental consultation by FLNR (above level 1) may occur based on the outcome of licensee lead information sharing.
CP/RP minor amendments	Operational	District Manager	1-2	Available upon request	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.
Forestry Licence to Cut (FLTC)					
Licence transfer	Admin	Regional Executive Director	3	30 days	Unknown until application arrives
Licence to cut issuance (minor cutting, small scale salvage, recreation sites and trails), commercial CTP mature timber harvest, and OLTC Extensions	Operational	District Manager and Regional Executive Director	2	n/a	
Salvage permit (i.e. commercial operators seeking cedar), and FLTC Extensions	Operational	District Manager	3	30 days	
Community wildfire protection. (FLTC) Non-emergency licence to cut for wildfire prevention	Operational	Regional Executive Director	3	30 days	
OLTC issuance. Tree removal required for new infrastructure/ facilities installations. Most are consulted on in association with Land Act tenures	Operational	District Manager	2	Available upon request	
Forestry licence to cut issuance by BC Timber Sales	Operational	Timber Sales Manager	2	Available upon request	
First Nation Woodland Licence (FNWL)					
FNWL through treaty or interim measures agreement	Admin	Regional Executive Director	3	30 days	
Issue FNWL	Admin	RED/DM	5	60 days	
Cutting permit (CP)	Operational	District Manager	1-5	60 days	Supplemental consultation by FLNR (above level

Annual List					
As per Section 1.3 - Sunshine Coast District or Klahoose First Nation					
Decision	Decision Type	Delegated Decision Maker¹	Consultation Level	Consultation Period	Sunshine Coast District/Pending decisions/ Comments
issuance					1) may occur based on the outcome of licensee-led information sharing.
Road permit (RP) issuance	Operational	District Manager	1-5	60 days	Supplemental consultation by FLNR (above level 1) may occur based on the outcome of licensee led information sharing.
CP/RP minor amendments	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	5	60 days	
Approval of management plan and AAC	Admin	RED	5	60 days	
Area/boundary changes	Admin	RED/DM	5	60 days	
Management Plan amendments including AAC amendments	Admin	RED/DM	3	30 days	
Forest Investment Account (FIA) Stewardship					
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
Free Use Permits					
Free Use Permits for First Nations' traditional and cultural activities	Operational	District Manager	2	n/a	
Government Actions Regulation Orders (GARS)					
Generally GARS serve to protect lands from development (i.e. Visual quality objectives, old growth management areas, wildlife habitat areas/ measures, etc)	Admin	District Manager	3	30 days	Consultation level set at notification.
Higher Level Plan Orders					
Higher level plan orders	Admin	Regional Executive Director	5	60 days	
Land Act					
Issue new <i>Land Act</i> Tenure over previously un-impacted site/submerged land generally related to forestry activities. Examples may include dryland sort and foreshore lease tenures	Admin	Minister Forests, Lands and Natural Resource Operations or designate	5	60 days	
<i>Land Act</i> tenure	Admin	Minister Forests,	3	30 days	

Annual List					
As per Section 1.3 - Sunshine Coast District or Klahoose First Nation					
Decision	Decision Type	Delegated Decision Maker ¹	Consultation Level	Consultation Period	Sunshine Coast District/Pending decisions/ Comments
amendments, extensions and replacements related to forestry activities. Examples may include dryland sort and foreshore lease tenures		Lands and Natural Resource Operations or designate			
Misc. Forest Tenure					
Authority to harvest timber by Crown agents. (<i>Forest Act</i> Sec 52) May be used FSR realignments, heli pad clearing for BCTS, research branch destructive sampling, and parks staff	Operational	District Manager and Timber Sales Manager	2	Available upon request	
Christmas Tree Management Plan approval	Operational	District Manager	1	n/a	
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	Available upon request	
Occupant Licence to Cut (OLTC)					
Licence to cut issuance (minor cutting, small scale salvage, recreation sites and trails), commercial CTP mature timber harvest, and OLTC Extensions	Operational	District Manager and Regional Executive Director	2	n/a	
OLTC issuance. Tree removal required for new infrastructure/ facilities installations. Most are consulted on in association with Land Act tenures	Operational	District Manager	2	n/a	
Old Growth Management Areas (OGMA)					
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	2	n/a	
Amendment of OGMA >2ha or 5% of total OGMA area	Admin	District Manager	1-3	30 days	Supplemental consultation by FLNR (above level 1) may occur based on the outcome of licensee-led information sharing.
Road Use Permit (RUP) Issuance					
RUP over existing Forest Service Roads for industrial use	Operational	District Manager	2	Available upon request	
Recreation Sites and Trails (RST)					

Annual List					
As per Section 1.3 - Sunshine Coast District or Klahoose First Nation					
Decision	Decision Type	Delegated Decision Maker¹	Consultation Level	Consultation Period	Sunshine Coast District/Pending decisions/ Comments
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	
Dis-establish recreation sites and trails	Admin	Sites and Trails BC Assistant Deputy Minister	3	30 days	
Authorize trail construction (Section 57 FRPA)	Admin	Sites and Trails BC Regional Manager/ District Recreation Officer	3	30 days	
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	Available upon request	
Special Use Permits (SUP)					
Issue new permit over previously un-impacted site. Examples may include logging camps, log sorts, and log dumps	Admin	District Manager	5	60 days	
SUP amendment/ replacement/ issuance over previously developed site. Examples may include logging camps, log sorts, and log dumps	Admin	District Manager	3	30 days	
Tree Farm Licence (TFL)					
Management plan approval AAC determination	Admin	Deputy Chief Forester	3	30 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 FLNR	5	60 days	Unknown until application arrives
TFL consolidation, and subdivision	Admin	Minister FLNR	3	30 days	Unknown until application arrives
Deletion of Private land	Admin	Minister FLNR	5	60 days	Unknown until application arrives
TFL replacement	Admin	Minister FLNR	3-5	60 days	
Licence transfer	Admin	Minister FLNR	3	30 days	
Cutting permit (CP) issuance	Operational	District Manager	1-5	60 days	Supplemental consultation by FLNR (above level 1) may occur based on the outcome of licensee-led information sharing.
Road permit (RP) issuance	Operational	District Manager	1-5	60 days	Supplemental consultation by FLNR (above level 1) may occur based on the outcome of licensee led information sharing.
CP/RP minor amendments	Operational	District Manager	1-2	Available upon request	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.
Timber Licence (TL)					
Licence transfer	Admin	Minister	3	30 days	

Annual List					
As per Section 1.3 - Sunshine Coast District or Klahoose First Nation					
Decision	Decision Type	Delegated Decision Maker¹	Consultation Level	Consultation Period	Sunshine Coast District/Pending decisions/ Comments
TL consolidation	Admin	Minister	3	30	
Extension	Admin	Regional Executive Director	3	21-30 days	
Exemptions from cut control limits for forest health TL	Admin	Regional Executive Director	3	30 days	
Woodlot Licence (WL)					
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	DM	3-5	30-60	
Management Plan approvals	Admin	District Manager	1 (5?)	? days	
Timber supply reviews for AAC determination	Admin	District Manager	5	60 days	
WL Plan approvals	Admin	District Manager	5	60 days	
WL Plan amendments	Admin	District Manager	3	30 days	
Boundary/Area amendment	Admin	District Manager	3	30 days	
Deletion of Private land	Admin	Minister Forests, Lands and Natural Resource Operations	5	60 days	
Removal of private land	Admin	Regional Executive Director	2	30 days	
Consolidation of 2 woodlot licenses	Admin	Regional Executive Director	2	30 days	
Replacement of a woodlot license	Admin	Regional Executive Director	2	30 days	
Licence transfer	Admin	Regional Executive Director	3	30 days	
Cutting permit (CP) issuance	Operational	District Manager	1-5	60 days	Supplemental consultation by FLNR (above level 1) may occur based on the outcome of licensee-led information sharing.
Road permit (RP) issuance	Operational	District Manager	1-5	60 days	Supplemental consultation by FLNR (above level 1) may occur based on the outcome of licensee lead information sharing.
CP/RP minor amendments	Operational	District Manager	1-2	Available upon request	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.
BC Timber Sales TSL/RP					
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.
TFL/FL/CFA/WL/ FNWL					
Forest Stewardship Plan (FSP) /Woodlot Licence Plan (WLP) review and	Operational	District Manager	5	60 days	

Annual List					
As per Section 1.3 - Sunshine Coast District or Klahoose First Nation					
Decision	Decision Type	Delegated Decision Maker ¹	Consultation Level	Consultation Period	Sunshine Coast District/Pending decisions/ Comments
approval, including major amendments to FSP					
FSP and WLP extensions	Operational	District Manager	3	30 days	

Notes to Matrix

- 1. This consultation matrix does not apply to Administrative or Operational Decisions associated with multi permitted, non-forestry related projects (i.e. mine, clean energy project, etc). In such cases, a coordinated, project-based approach to consultation will be undertaken.*
- 2. For informational purposes only; decision maker level bound by legislation and delegation processes which may vary over time.*

APPENDIX C

Revenue Sharing Contribution Methodology

Traditional Territory Forest Revenue Sharing Component

- 1.0 In each Fiscal Year that this Agreement is in effect, and subsequent to the release by the Minister of Finance of the previous Fiscal Year's public accounts of British Columbia, a summary document will be prepared of the Sunshine Coast District forest revenue, defined as the total of stumpage, waste and annual rent payments received by the Crown for the previous 2 Fiscal Years. An average amount over 2 years will be calculated for the Sunshine Coast Forest District.
- 1.1 For the purposes of the summary document in section 1.0 of this Appendix, the stumpage payments from Klahoose First Nation's Forest Licenses (if applicable) will not be included in the calculations of forest revenue.
- 1.2 The amount of the forest revenue attributed to the Klahoose First Nation's Traditional Territory will be calculated by determining the percent of Klahoose First Nation's Traditional Territory that falls within the Timber Harvesting Land Base in the Sunshine Coast Forest District, 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 Traditional Territory Forest Revenue Sharing Component will be calculated by multiplying 3 percent of the forest revenue attributed to the Klahoose First Nation as described in section 1.2 of this Appendix.
- 1.4 Where the calculation in section 1.3 of this Appendix is less than \$35,000, Klahoose First Nation will receive a maximum of \$35,000.
- 1.5 For each 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 Fiscal Year's public accounts of British Columbia, a summary document will be prepared of Klahoose First Nation's Forest Licenses (if applicable) forest revenue, defined as the total of stumpage payments received by the Crown for the previous Fiscal Year.
- 2.1 The Direct Award Forest Tenure Revenue Sharing Component will be calculated by multiplying 35 percent of the forest revenue as described in section 2.0 of this Appendix.
- 2.2 For each Fiscal Year that this Agreement is in effect, the calculations outlined in sections 2.0 and 2.1 of this Appendix will be performed.

Forest Revenue Sharing Transition

- 3.0 The Parties agree that a transition to revenue sharing based entirely on Forest Revenue will be phased in over the term of the Agreement.
- 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 Traditional 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 Klahoose First Nation in any given full year under the *Klahoose First Nation Forest and Range Opportunity Agreement* ("the Annual Amount") and applying the following percentages to that Annual Amount:
- 3.2.1 2013/14 BC Fiscal Year: 50 percent;
 - 3.2.2 2014/15 BC Fiscal Year: 45 percent;
 - 3.2.3 2015/16 BC Fiscal Year: 40 percent; and
 - 3.2.4 2016/17 BC Fiscal Year: 0 percent.
- 3.3 Notwithstanding section 3.2 of this Appendix, if the Revenue Sharing Transition Calculation for BC Fiscal years 2014/15 and 2015/16 under section 3.1 provides:
- 1. an amount calculated under sections 1.2 and 2.1 of this Appendix that is equal to or greater than the annual payments received under the *Klahoose First Nation Forest and Range Opportunity Agreement*, then the Klahoose First Nation shall only receive the annual payments described by the Revenue Sharing Transition Calculation in section 3.1 for BC Fiscal Years 2014/15 and 2015/16;
 - 2. 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 *Klahoose First Nation Forest and Range Opportunity Agreement*, then the Klahoose First Nation shall only receive an annual payment for BC fiscal Years 2014/15 and 2015/16 that is equal to the annual payment received under the *Klahoose First Nation Forest and Range Agreement*.

APPENDIX D

Band Council Resolution Appointing the Recipient Entity for this Agreement (“Designate”)

APPENDIX E

Klahoose First Nation Statement of Community Priorities

(Example only)

Community Priority	Annual Amount			Specific Outcomes	Measurement Criteria
	2013/2014	2014/2015	2015/2016		

APPENDIX F

Klahoose First Nation Statement of Community Priorities

Annual Report

(Example only)

Community Priority	2013/2014 Planned Expenditures	2013/2014 Actual Expenditures	Outcomes Achieved	Variance Explanation