

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

Between:

Kwadacha Nation,
as represented by Chief and Council (“Kwadacha Nation”)

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. Kwadacha Nation 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. British Columbia and Kwadacha Nation entered into the Kwadacha Nation Reconciliation Framework Agreement effective February 16, 2024.
- E. 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 Kwadacha Nation in its pursuit of activities to enhance the well-being of its Members.

THEREFORE THE PARTIES 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; and
- (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 Kwadacha Nation 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 Kwadacha Nation 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;

“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 Kwadacha Nation.

“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 Kwadacha 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*;

“**Revenue Sharing Contribution**” means each payment to be made by British Columbia to Kwadacha Nation under Article 3;

“**SEA**” means a strategic engagement agreement between British Columbia and Kwadacha Nation that includes agreement on a consultation process between Kwadacha Nation and British Columbia in relation to the potential adverse impacts of proposed provincial land and natural resource decisions on Kwadacha Nation’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; and

“**Territory**” means the geographic area identified by Kwadacha Nation as their traditional territory located in British Columbia and as shown on the map attached in Appendix A, as may be amended by written agreement of the Parties.

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;

Appendix B - Schedule 1 – List of Decisions;

Appendix C - Revenue Sharing Contribution Methodology;

Appendix D - Band Council Resolution Appointing Delegate; and

Appendix E - Annual Report.

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 carry out procedural consultation on potential adverse impacts of proposed forest and range resource development activities, including Administrative and/or Operational Decisions or Operational Plans, on Kwadacha Nation's Aboriginal Interests;
- (b) to provide a Revenue Sharing Contribution to support the capacity of the Kwadacha Nation 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 Kwadacha Nation'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 Kwadacha Nation'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 Kwadacha Nation (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 \$103,192.50 and will be paid on or before March 31, 2024.

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 Kwadacha Nation ;

to the earlier of:

- (b) the end of the month in which the Agreement is terminated by either Party under Article 11, or;
- (c) the end of the month in which the Agreement expires.

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

- (a) prior to July 31, British Columbia will pay the full amount of the Revenue Sharing Contribution for that BC Fiscal Year in one instalment on or before September 30; or
- (b) 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 Kwadacha Nation 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. Subject to British Columbia properly calculating the Revenue Sharing Contribution in accordance with the calculations set out in Appendix C, Kwadacha Nation 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 Kwadacha Nation notifies British Columbia that it has made an election under to section 4.2, Revenue Sharing Contributions will be paid to Kwadacha Nation.
- 4.2 Election of Designate.** Kwadacha Nation 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 Kwadacha Nation and such appointment is confirmed by a Band Council Resolution of Kwadacha Nation.
- 4.3 Obligations continue.** The election of a Designate under section 4.2 does not relieve Kwadacha Nation of its obligations under this Agreement.
- 4.4 Payment Account.** Kwadacha Nation or its Designate will:
- (c) establish and, throughout the Term, maintain an account in the name of Kwadacha Nation (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
 - (d) 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 Kwadacha Nation (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) Kwadacha Nation 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 Kwadacha Nation 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 procedural consultation obligations on proposed Operational Plans or proposed Administrative and/or Operational Decisions and, where appropriate, the means by which British Columbia and Kwadacha Nation will identify potential measures to accommodate any potential adverse impacts on Kwadacha Nation'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 Kwadacha Nation enters into a SEA, RA, or other agreement that includes a consultation process that addresses forest and range management and decision making, the consultation process set out in the SEA, RA or other agreement will continue after the Effective Date;
 - (b) if on or after the Effective Date Kwadacha Nation enters into a SEA, RA or other agreement that includes a consultation process that addresses forest and range management and decision making, the consultation process set out in the SEA, RA or other agreement will supersede and replace the consultation process set out in this Agreement for the term of the SEA, RA or other agreement; and
 - (c) if the SEA, RA or other agreement 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 Kwadacha Nation to engage in consultation under this Agreement and in

consultation under any SEA, RA or other agreement that addresses but does not provide capacity funding for forest and range related consultation,, British Columbia will provide to Kwadacha Nation, 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.** Kwadacha Nation 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 Where consultation process followed.** Kwadacha Nation 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 the Parties 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 Kwadacha Nation's Aboriginal Interests.
- 7.3 Territorial Map.** The Parties acknowledge that Kwadacha has recently completed an ethnography report, and based thereon, determined that its territorial boundaries have changed. The Parties agree to meet within six months of the Effective Date to discuss these changes and corresponding implications to this Agreement.

ARTICLE 8 - ANNUAL REPORTS and RECORDS

- 8.1 Annual Report.** Within 90 days of the end of each BC Fiscal Year, Kwadacha Nation 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.** Kwadacha Nation 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 Kwadacha Nation's Members 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 Kwadacha Nation receives the final Revenue Sharing Contribution from British Columbia.

ARTICLE 9 – ASSISTANCE

9.1 Cooperation and Support. On request from British Columbia, Kwadacha Nation will work with British Columbia and meet in a timely manner to discuss and assist British Columbia in seeking 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 Kwadacha Nation 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 Kwadacha Nation; 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 provide notice of intention to suspend further Revenue Sharing Contributions under this Agreement where Kwadacha Nation is in material breach of its obligations under this Agreement,

11.2 Notice of Suspension. Where notice of intention to suspend Revenue Sharing Contributions is provided under section 11.1, British Columbia will include in such notice to Kwadacha Nation the reason for the notice, 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, either Party may terminate the Agreement by written notice.

11.4 Termination by Either Party. This Agreement may be terminated by either Party on sixty (60) 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.** The Term of this Agreement will be three (3) years commencing on the Effective Date unless the Term is extended under section 12.2 or terminated under Article 11.
- 12.2 Extension of the Term.** At least two months prior to the third anniversary of the Effective Date, the Parties will evaluate the effectiveness of this Agreement and decide whether to extend the Term, which extension will be subject to written agreement of the Parties.
- 12.3 Terms of the Extension.** Where the Parties agree to extend the Term, they will negotiate and attempt to reach agreement on the terms of the extension.
- 12.4 Evaluation.** Either Party may, on an annual basis, request the participation of the other Party to review the effectiveness of this Agreement and to consider potential amendments to it.

ARTICLE 13 – REPRESENTATIONS and WARRANTIES

- 13.1** British Columbia represents and warrants to Kwadacha Nation, with the intent and understanding that the Kwadacha Nation will rely on such representations and warranties in entering into this Agreement, that British Columbia has the legal power, capacity and authority to enter into this Agreement, British Columbia has taken all necessary actions and has obtained all necessary approvals to enter into this Agreement, and this Agreement is a valid and binding obligation upon British Columbia.
- 13.2** Kwadacha Nation 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) Kwadacha Nation has the legal power, capacity and authority to enter into this Agreement on behalf of the Members;
 - (b) Kwadacha Nation 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 Kwadacha Nation.

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 or email, 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
IRRInfo@gov.bc.ca

and if to the Kwadacha Nation:

Chief Darryl McCook
Kwadacha Nation
497 – 3rd Avenue
Prince George, BC, V2L 3C1
Telephone: (250) 563-4161
DarrylMcCook@kwadacha.com

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) define, abrogate or derogate from any of Kwadacha Nation'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 Kwadacha Nation'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.** Kwadacha Nation must not assign, either directly or indirectly, this Agreement or any right of Kwadacha Nation 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 Kwadacha Nation 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 Kwadacha Nation Aboriginal Interests.
- 15.9 Third Parties.** Nothing in this Agreement does or is intended to limit any obligation of Licensees or other third parties to Kwadacha Nation.
- 15.10 Other Economic Opportunities and Benefits.** This Agreement does not preclude Kwadacha Nation 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:


Kwadacha Nation



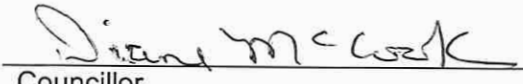
Chief Darryl McCook

28/03/2024

Date



Councillor



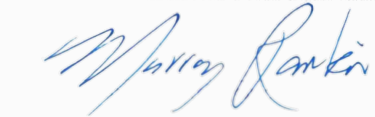
Councillor



Witness of Kwadacha Nation signatures

Signed on behalf of:

Government of British Columbia



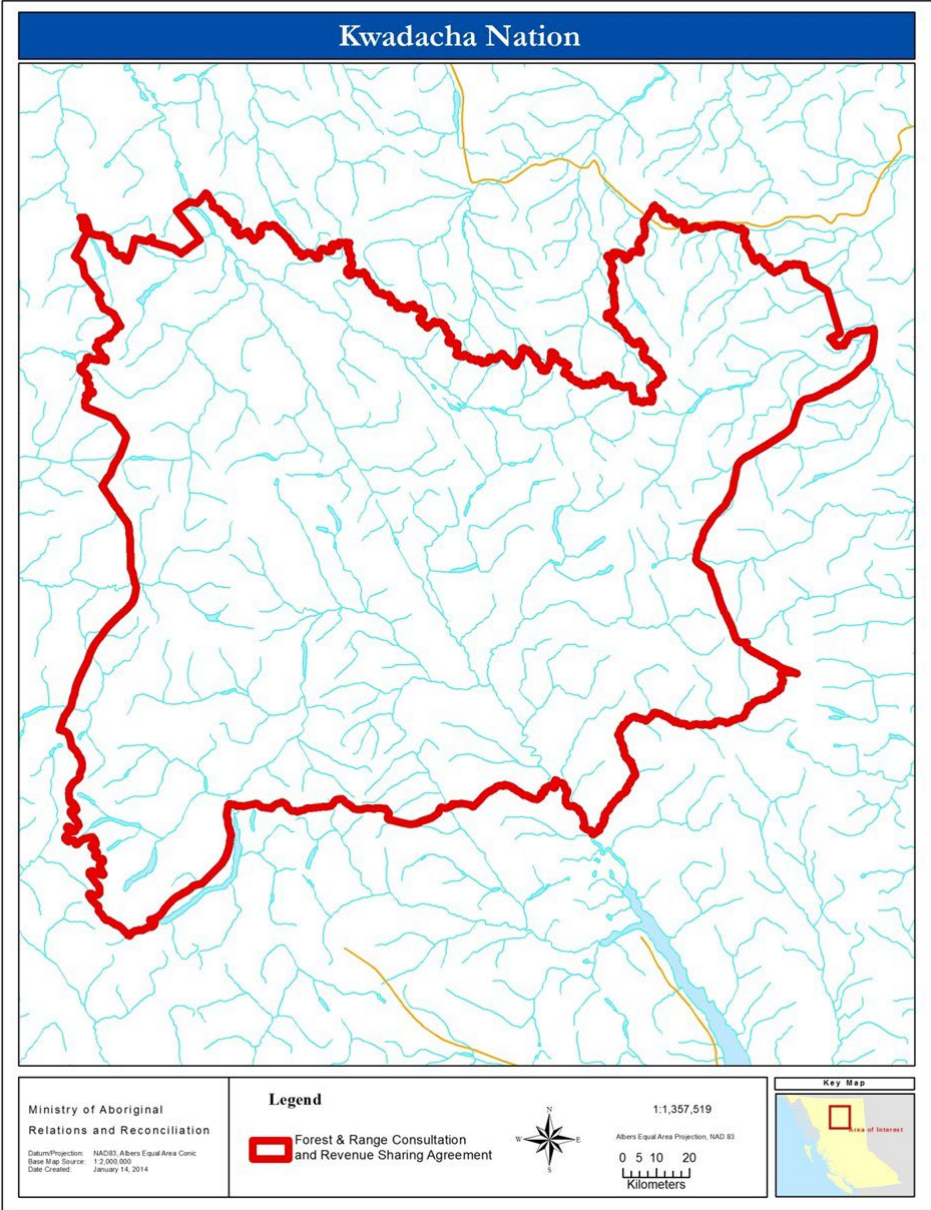
Minister of Indigenous Relations and Reconciliation

May 6, 2024

Date

APPENDIX A

Map of Kwadacha Nation Territory



APPENDIX B

Consultation Process for Administrative and/or Operational and Operational Plans within First Nation Traditional Territory

- 1.1 British Columbia will consult with Kwadacha Nation on proposed Administrative and/or Operational Decisions and Operational Plans that may potentially adversely impact Kwadacha Nation's Aboriginal Interests within the Territory, in accordance with this Appendix B.
- 1.2 Kwadacha Nation 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 31st a Party requests that the List of Decisions or the consultation level for a type of decision or plan set out in it be revised for a subsequent BC Fiscal Year, the Parties will discuss that request and if the Parties agree to a revision, update the List of Decisions on or before March 31st of the current fiscal year.
- 1.6 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 Kwadacha Nation during the current fiscal year, British Columbia will notify the Kwadacha Nation 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 Kwadacha 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
- 1.8 In reviewing and responding to a proposed Administrative and/or Operational Decision or Operational Plan submitted to them, Kwadacha Nation 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 Kwadacha Nation 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
1. Information Sharing: prior to formal consultation process	Referral to Kwadacha Nation during planning to provide opportunity to incorporate Aboriginal Interests prior to submitting plan/request to Delegated Decision Maker.	Proponent or Licensee engages directly with Kwadacha Nation, and provides summary of communications to British Columbia.
2. Available on Request	Type of notification whereby British Columbia informs Kwadacha Nation they will not be sending out information.	British Columbia notifies on an annual basis which decision(s) fall in this category. Kwadacha Nation can request more detail if they wish.
3. Notification	Notify in writing Kwadacha Nation about an upcoming decision and provide overview information. Would be an opportunity for comment.	British Columbia provides Kwadacha Nation base level information and a short reasonable time (21-30 calendar day consultation period, as agreed-to by the Parties) to comment. Limited follow-up.

Level	Description	Intent
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. British Columbia will, if circumstances allow, meet with Kwadacha Nation on request.
5. Normal Consultation	Follow on “normal” track for consultation guided by up-to-date consultation policy. Meetings to resolve issues where possible and make decision in a timely manner.	Intent to follow this course in most circumstances. Usually a 30 – 60 calendar day consultation period. May involve meaningful discussion of accommodation options where appropriate. British Columbia will notify Kwadacha Nation of the final decision where requested by Kwadacha 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 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 Kwadacha Nation 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 Aboriginal Interest information is provided that indicates a different consultation level is appropriate.
- 1.12 Unless requested by Kwadacha Nation, British Columbia is not obligated to inform the Kwadacha Nation of the Delegated Decision Maker’s decision where the consultation level in respect of the proposed decision was level three (3) or lower.

Schedule 1 – List of Decisions

Annual List of Decisions As per Section 1.3 - Kwadacha Nation					
Decision	Decision Type	Delegated Decision Maker ¹	Consultation Level	Consultation Period	Natural Resource 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 apportionment	Admin	Minister FOR	5	60 days	
Community Forest Agreements (CFA)					
Timber supply reviews for AAC determination	Admin	District Manager	5	60 days	
Issue CFA	Admin	RED/DM	5	60 days	
CFA management plan approvals	Admin	District Manager	5	60 days	
CFA management plan amendments	Admin	District Manager	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 days	
Cutting permit (CP) issuance	Operational	District Manager	1-5	60 days	Supplemental consultation by MNRO (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 MNRO (above level 1) may occur based on the outcome of licensee-led information sharing.
CP/RP minor amendments	Operational	District Manager	1-2	30 days	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.
Forest Licence (FL)					
Licence transfer	Admin	Minister FOR	3	30 days	Unknown until application arrives
Section 18 transfers of AAC between TSA's	Admin	Regional Executive Director	5	60 days	
Issuance of Forest licence/Non-replaceable forest licence (NRFL)	Admin	Regional Executive Director	5	60 days	
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	Admin	Regional Executive Director	3	30 days	

Annual List of Decisions As per Section 1.3 - Kwadacha Nation					
Decision	Decision Type	Delegated Decision Maker ¹	Consultation Level	Consultation Period	Natural Resource District/Pending decisions/ Comments
health					
Cutting permit (CP) issuance	Operational	District Manager	1-5	60 days	Supplemental consultation by MNRO (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 MNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
CP/RP minor amendments	Operational	District Manager	1-2	30 days	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	n/a	
Forestry licence to cut issuance by BC Timber Sales	Operational	Timber Sales Manager	2	n/a	
First Nation Woodland Licence (FNWL)					
FNWL through treaty or interim measures agreement	Admin	Regional Executive Director (RED)	5	30 days	
Issue FNWL	Admin	RED/DM	5		
Cutting permit (CP) issuance	Operational	District Manager (DM)	1-5	60 days	Supplemental consultation by MNRO (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 MNRO (above level 1) may occur based on the outcome of licensee-led information sharing.

Annual List of Decisions As per Section 1.3 - Kwadacha Nation					
Decision	Decision Type	Delegated Decision Maker ¹	Consultation Level	Consultation Period	Natural Resource District/Pending decisions/ Comments
CP/RP minor amendments	Operational	District Manager	1-2	30 days	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	3-5	30 days	Consultation level set at notification.
Higher Level Plan Orders					
Higher level plan orders	Admin	Regional Executive Director	5	60 days	
Misc. Forest Tenure					
Authority to harvest timber by Crown agents. Sec 52 of FRPA may be used FSR realignments, Heli pad clearing for BCTS, wildfire management purposes, research branch destructive sampling, and parks staff	Operational	District Manager and Timber Sales Manager	2	n/a	

Annual List of Decisions As per Section 1.3 - Kwadacha Nation					
Decision	Decision Type	Delegated Decision Maker ¹	Consultation Level	Consultation Period	Natural Resource District/Pending decisions/ Comments
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	1	n/a	
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	2-3	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	n/a	
Forestry licence to cut issuance by BC Timber Sales	Operational	Timber Sales 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	
Range					
New range tenure (re-issuance of relinquished tenure or no previous tenure)	Admin	District Manager	5	60 days	
Range tenure replacement	Admin	Minister FOR	3	60 days	
Range tenure major amendments, boundary	Admin	District Manager	5	60 days	

Annual List of Decisions As per Section 1.3 - Kwadacha Nation					
Decision	Decision Type	Delegated Decision Maker ¹	Consultation Level	Consultation Period	Natural Resource District/Pending decisions/ Comments
change					
Range tenure transfer	Admin	N/A	N/A		Advisory upon occurrence; tenure holder process
Grazing lease replacement	Admin	Minister	3	30 days	
1 Year grazing permit issuance	Admin	District Manager	5	60 days	
Animal Unit Month (AUM) adjustment	Admin	District Manager	3	30 days	Major adjustment to AUM only
Range use plan (RUP) or stewardship plan issuance	Operational	District Manager	5	60 days	
Range use plan or range stewardship plan extensions	Operational	District Manager	3	30 days	
RUP amendments (major)	Operational	District Manager	3	30 days	
Range developments not in RUP (large scale)	Operational	District Manager	5	60 days	
Range developments not in RUP (small scale)	Operational	District Manager	3	30 days	
Pest Management Plan	Operational	Regional Executive Director	1,5	60 days	Plan prepared at Branch/regional level
Road Use Permit (RUP) Issuance					
RUP over existing Forest Service Roads for industrial use	Operational	District Manager	1	60 days	
Recreation Sites and Trails (RST)					
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	
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	30 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	

Annual List of Decisions As per Section 1.3 - Kwadacha Nation					
Decision	Decision Type	Delegated Decision Maker ¹	Consultation Level	Consultation Period	Natural Resource District/Pending decisions/ Comments
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 FOR	5	60 days	Unknown until application arrives
TFL consolidation, and subdivision	Admin	Minister FOR	3	30 days	Unknown until application arrives
Deletion of Private land	Admin	Minister FOR	5	60 days	Unknown until application arrives
TFL replacement	Admin	Minister FOR	3-5	60 days	
Licence transfer	Admin	Minister FOR	3-6	30 days	
Cutting permit (CP) issuance	Operational	District Manager	1-5	60 days	Supplemental consultation by MNRO (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 MNRO (above level 1) may occur based on the outcome of licensee lead information sharing.
CP/RP minor amendments	Operational	District Manager	1-2	30 days	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	3-6	30 days	
TL consolidation	Admin	Minister	3	30 days	
Extension	Admin	Regional Executive Director	5	60 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	District Manager	3	30 days	
Issue a WL	Admin	District Manager	3-5	30-60	
Management Plan approvals	Admin	District Manager	1 (5)	60 days	
Timber supply reviews for AAC determination (Re-inventory)	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	District Manager	5	60 days	
Removal of private land	Admin	District Manager	2	30 days	
Consolidation of 2 woodlot licences	Admin	District Manager	2	30 days	
Replacement of a woodlot licence	Admin	District Manager	2	30 days	
Licence transfer	Admin	District Manager	3	30 days	
Cutting permit (CP) issuance	Operational	District Manager	1-5	60 days	Supplemental consultation my MNRO (above level 1) may occur base don the outcome of licensee-led

Annual List of Decisions As per Section 1.3 - Kwadacha Nation					
Decision	Decision Type	Delegated Decision Maker ¹	Consultation Level	Consultation Period	Natural Resource District/Pending decisions/ Comments
					information sharing.
Road permit (RP) issuance	Operational	District Manager	1-5	60 days	Supplemental consultation my MNRO (above level 1) may occur base don the outcome of licensee-led information sharing.
CP/RP minor amendments	Operational	District Manager	1-2	30 days	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 approval, including major amendments to FSP	Operational	District Manager	5	60 days	
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, etcetera). In such cases, a coordinated, project-based approach to consultation will be undertaken, where agreed-to by the Parties.*
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

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 Mackenzie District, Fort Nelson District and Skeena-Stikine District 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 Mackenzie District, Fort Nelson District and Skeena-Stikine District.
- 1.1 For the purposes of the summary document in section 1.0 of this Appendix, the stumpage payments from Eligible Volume in Kwadacha Nation'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 Kwadacha Nation's Territory will be calculated by determining the percent of Kwadacha Nation's Territory that falls within the Timber Harvesting Land Base in Mackenzie District, Fort Nelson District, and Skeena-Stikine 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 Territory Forest Revenue Sharing Component, other than for the First Fiscal Year of the Term, will be calculated by multiplying 10 percent of non-BC Timber Sales forest revenue attributed to the Kwadacha Nation; and 13 percent of BC Timber Sales forest revenue, as described in section 1.2 of this Appendix.
- 1.4 If Kwadacha Nation 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 Kwadacha Nation 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.
- 1.6 In recognition of Kwadacha Nation's interest in remaining at the highest level of revenue sharing with British Columbia, should British Columbia undertake a review of its forestry revenue sharing policy, the Parties will meet and discuss any changes to the forestry revenue sharing policy.

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 Kwadacha Nation'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 85 percent of the forest revenue as described in section 2.0 of this Appendix.
- 2.2 For each Fiscal Year that this Agreement is in effect, the calculations outlined in sections 2.0 and 2.1 of this Appendix will be performed.

Forest Revenue Sharing Transition

- 3.1 For each BC Fiscal Year that this Agreement is in effect, a portion of the Revenue Sharing Contribution is calculated by adding the total of the Territory Forest Revenue Sharing Component to the Direct Award Tenure Forest Revenue Sharing Component for that BC Fiscal Year.
- 3.2 For each BC Fiscal Year that this Agreement is in effect, the remaining portion of the Revenue Sharing Contribution is calculated by determining the value of the payments that were made by British Columbia to Kwadacha Nation in any given full year under the Kwadacha Nation *Forest and Range Opportunity Agreement* (“the Annual Amount”) and applying the following percentages to that Annual Amount:
 - 3.2.1 2023/24 BC Fiscal Year 40 percent;
 - 3.2.2 2024/25 BC Fiscal Year 40 percent
 - 3.2.3 2025/26 BC Fiscal Year 40 percent
- 3.3 Notwithstanding section 3.2 of this Appendix, if the Revenue Sharing Transition Calculation for those BC Fiscal years under section 3.1 provides:
 - (a) an amount calculated under sections 1.3 and 2.1 of this Appendix that is equal to or greater than the annual payments received under the *Kwadacha Nation Forest and Range Opportunity Agreement*, then Kwadacha Nation 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 *Kwadacha Nation Forest and Range Opportunity Agreement*, then Kwadacha Nation will receive an annual payment for those BC fiscal Years that is equal to the annual payment received under the *Kwadacha Nation Forest and Range Agreement*.

APPENDIX D

Band Council Resolution Appointing the Recipient Entity for the Kwadacha Nation FCRSA

APPENDIX E

Annual Report

(Example only)

Socio-economic Priority	2019/2020 Planned Expenditures	2019/2020 Actual Expenditures	Outcomes Achieved	Variance Explanation

Confirmation

In accordance with section 8.1 of the Kwadacha Nation Forest & Range Consultation and Revenue Sharing Agreement, Kwadacha Nation 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 Kwadacha Nation