Lax Kw'alaams
Forest & Range
Consultation and Revenue Sharing Agreement (FCRSA)
(the "Agreement")

Between:
The Lax Kw'alaams

As Represented by
Mayor and Council
The Lax Kw'alaams

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 Lax Kw'alaams 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.

C. This Agreement, and the benefits flowing from it, will assist the Lax Kw'alaams in achieving progress towards the goals referred to in the previous recitals, and in particular help to address the conditions that contribute to economic challenges among Aboriginal people and to ensure that they can more fully benefit from and contribute to British Columbia's prosperity.

D. British Columbia recognizes that Lax Kw'alaams 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 Lax Kw'alaams community's well-being.

E. The Lax Kw'alaams has Aboriginal Interests within its Traditional Territory.

F. British Columbia intends to consult with the Lax Kw'alaams 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 Lax Kw'alaams's Aboriginal Interests arising from forest and/or range resource development activities proposed within the Lax Kw'alaams Traditional Territory.

G. The Lax Kw'alaams intends to fully 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 Lax Kw'alaams Traditional Territory that may impact the Lax Kw'alaams's Aboriginal Interests.

H. This Agreement is intended to assist in achieving stability and greater certainty for forest and/or range resource development on Crown lands within the Traditional Territory of the Lax Kw'alaams which will enhance the ability of the forestry and ranching industries to exercise timber harvesting and grazing rights in a timely, economic, and environmentally sustainable manner while longer term interests of the Lax Kw'alaams are addressed through other agreements or processes.

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.0 Definitions

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

1.1 "**Aboriginal Interests**" means:

a) asserted aboriginal rights, including aboriginal title, or

b) determined aboriginal rights, including aboriginal title, which are recognized and affirmed under 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 Lax Kw'alaams 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 "**Licensee**" means a holder of a forest tenure or a range tenure.

1.10 "**Matrix**" means the framework in Appendix B which will be used to define consultation between the Parties with respect to Operational and Administrative Decisions.

1.11 "**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.

1.12 "**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 Lax Kw'alaams's Traditional Territory.

1.13 "**Payment Account**" has the meaning given to that term in section 3.1.3.

1.14 "**RA**" means a reconciliation agreement between British Columbia and the Lax Kw'alaams 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*.

1.15 "**Revenue Sharing Contribution**" means each payment to be made by British Columbia to the Lax Kw'alaams in accordance with Section 3.0 of this Agreement.

1.16 "**SEA**" means a strategic engagement agreement between British Columbia and the Lax Kw'alaams that describes a consultation process between the Lax Kw'alaams and more than one natural resource ministry of the Government of British Columbia.

1.17 "**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*.

1.18 "**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 Lax Kw'alaams'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 Lax Kw'alaams's Aboriginal Interests resulting from forest and range development in its Traditional Territory, to facilitate the Parties in meeting their respective legal consultation obligations by supporting the capacity of Lax Kw'alaams 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 Lax Kw'alaams to identify and pursue activities that will enhance and improve the social, cultural and economic well-being of its community and assist the Lax Kw'alaams in achieving progress towards closing socio-economic gaps between the members of Lax Kw'alaams and non-Aboriginal people in British Columbia.

3.0 Forest Revenue Sharing Contribution

3.1 Recipient Entity:

3.1.1 Unless the Lax Kw'alaams 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 Lax Kw'alaams of its obligation under this agreement, the Lax Kw'alaams will be the recipient of the Revenue Sharing Contributions.

3.1.2 Where the Lax Kw'alaams 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 Lax Kw'alaams.

3.1.3 Lax Kw'alaams will establish and throughout the Term maintain a bank account in the name of Lax Kw'alaams (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"). Lax Kw'alaams 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 Lax Kw'alaams, 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 $651,500. For further certainty the first payment under this agreement will be on September 30, 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 Lax Kw'alaams.

3.5 Before November 30th of each year during the Term, Lax Kw'alaams 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 Lax Kw'alaams 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 Lax Kw'alaams or its Designate in the manner specified in section 3.2 only if Lax Kw'alaams 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 Lax Kw'alaams 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 impacts to Lax Kw'alaams'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 Lax Kw'alaams's Traditional Territory used in the *Lax Kw'alaams Forest and Range Consultation and Revenue Sharing Agreement* which map will be set out in this Agreement as Appendix A, unless this is the first such agreement between British Columbia and Lax Kw'alaams in which event the Lax Kw'alaams will provide a hard copy map of its Traditional Territory and a digital copy of the Traditional Territory boundary conforming to current government mapping standards, which hard copy will be set out in this Agreement as Appendix A.

4.3 Lax Kw'alaams 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 Lax Kw'alaams 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 Lax Kw'alaams 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 Lax Kw'alaams 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 Lax Kw'alaams

5.1 Lax Kw'alaams acknowledges that forest revenues received by British Columbia fluctuate and that the Revenue Sharing Contributions under this Agreement will vary over time.

5.2 Lax Kw'alaams agrees that the Revenue Sharing Contributions made under section 3.0 of this Agreement constitute an accommodation for impacts on Lax

Kw'alaams Aboriginal Interests of Administrative Decisions, Operational Decisions and/or Operational Plans in the Traditional Territory.

5.3 Lax Kw'alaams agrees that during the term of this Agreement, if the consultation process set out in this Agreement is followed, British Columbia has adequately consulted and has provided an accommodation with respect to potential infringements of Lax Kw'alaams'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 Lax Kw'alaams covenants and agrees as follows:

6.1.1 Within 60 days of the Effective Date of this Agreement, Lax Kw'alaams 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 socio-economic objectives identified in section 2.2. This statement will outline the community priorities based on the First Fiscal Year Revenue Sharing Contribution.

6.1.2 Before the end of each BC Fiscal Year, Lax Kw'alaams 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, Lax Kw'alaams 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, such audit to be at the expense of the Lax Kw'alaams or its Designate.

6.1.5 The documents referred to in sections 6.1.1, 6.1.2, and 6.1.3 will be published by Lax Kw'alaams 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, Lax Kw'alaams or its Designate will continue to comply with the provisions of section 6.1 until 90 days after it receives the last Revenue Sharing Contribution from British Columbia.

6.2 If Lax Kw'alaams requires funding ("capacity") to engage in consultation processes on forest and range decisions, or with other provincial Ministries where Lax Kw'alaams 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 Lax Kw'alaams for that capacity during the Term of this Agreement.

7.0 Security Deposits

7.1 In recognition of Lax Kw'alaams 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 Lax Kw'alaams (or a legal entity controlled by the Lax Kw'alaams) and British Columbia.

7.2 Lax Kw'alaams agrees that British Columbia may apply any payment that Lax Kw'alaams 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 Lax Kw'alaams 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 Lax Kw'alaams (or a legal entity controlled by the Lax Kw'alaams) and British Columbia.

7.3 Prior to British Columbia applying any payment to satisfy unfulfilled Lax Kw'alaams financial obligations arising from a licence(s) in accordance with section 7.2, British Columbia will notify the Lax Kw'alaams of the unfulfilled financial obligation(s).

8.0 Stability for Land and Resource Use

8.1 Lax Kw'alaams will respond immediately to any discussions sought by British Columbia in relation to any acts of intentional interference by members of Lax Kw'alaams with provincially authorized forest and/or range activities and will work co-operatively with British Columbia to assist in resolving any such matters.

9.0 Dispute Resolution

9.1 If a dispute arises between British Columbia and the Lax Kw'alaams 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 Lax Kw'alaams.

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 Lax Kw'alaams 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 Lax Kw'alaams has outstanding unfulfilled financial obligations to British Columbia arising from a licence(s) issued further to an agreement between the Lax Kw'alaams and British Columbia. Upon making any such determination, British Columbia will provide notice to Lax Kw'alaams of the alleged non-compliance, and the Parties will then attempt to resolve their differences.

10.2 If the alleged non-compliance by Lax Kw'alaams is not resolved within 60 days of the notice provided in section 10.1, British Columbia will notify Lax Kw'alaams 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, Lax Kw'alaams 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 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 Lax Kw'alaams'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 Lax Kw'alaams 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

The Lax Kw'alaams

Mayor Garry Reece Sr.
Lax Kw'alaams
206 Shashaak Street
Port Simpson, BC V0V 1H0
Telephone: (250) 625-3293
Facsimile: (250) 625-3246

16.0 Miscellaneous

16.1 This Agreement shall be interpreted in a manner consistent with provincial and federal law.

16.2 This Agreement is not a treaty or a lands claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982* and does not define or amend aboriginal rights, or limit any priorities afforded to aboriginal rights, including aboriginal title.

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 Lax Kw'alaams has Aboriginal Interests within their Traditional Territory but that the specific nature, scope or geographic extent of Aboriginal Interests of the Lax Kw'alaams have yet to be determined. Broader processes engaged in to bring about reconciliation will result in a common understanding of the nature, scope and geographic extent of Aboriginal Interests or treaty interests of the Lax Kw'alaams.

16.6 References in this Agreement to Crown lands are without prejudice to the Lax Kw'alaams's Aboriginal title and/or rights claims over those lands.

16.7 This Agreement does not address or affect any claims by the Lax Kw'alaams 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 Lax Kw'alaams.

16.13 This Agreement does not exclude the Lax Kw'alaams from accessing forestry economic opportunities and benefits, which may be available to the Lax Kw'alaams, 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. 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:

Lax Kw'alaams

Mayor Garry Reece Sr.

29/4/14.
Date

Councillor

Councillor

Witness of Lax Kw'alaams signatures

Signed on behalf of:

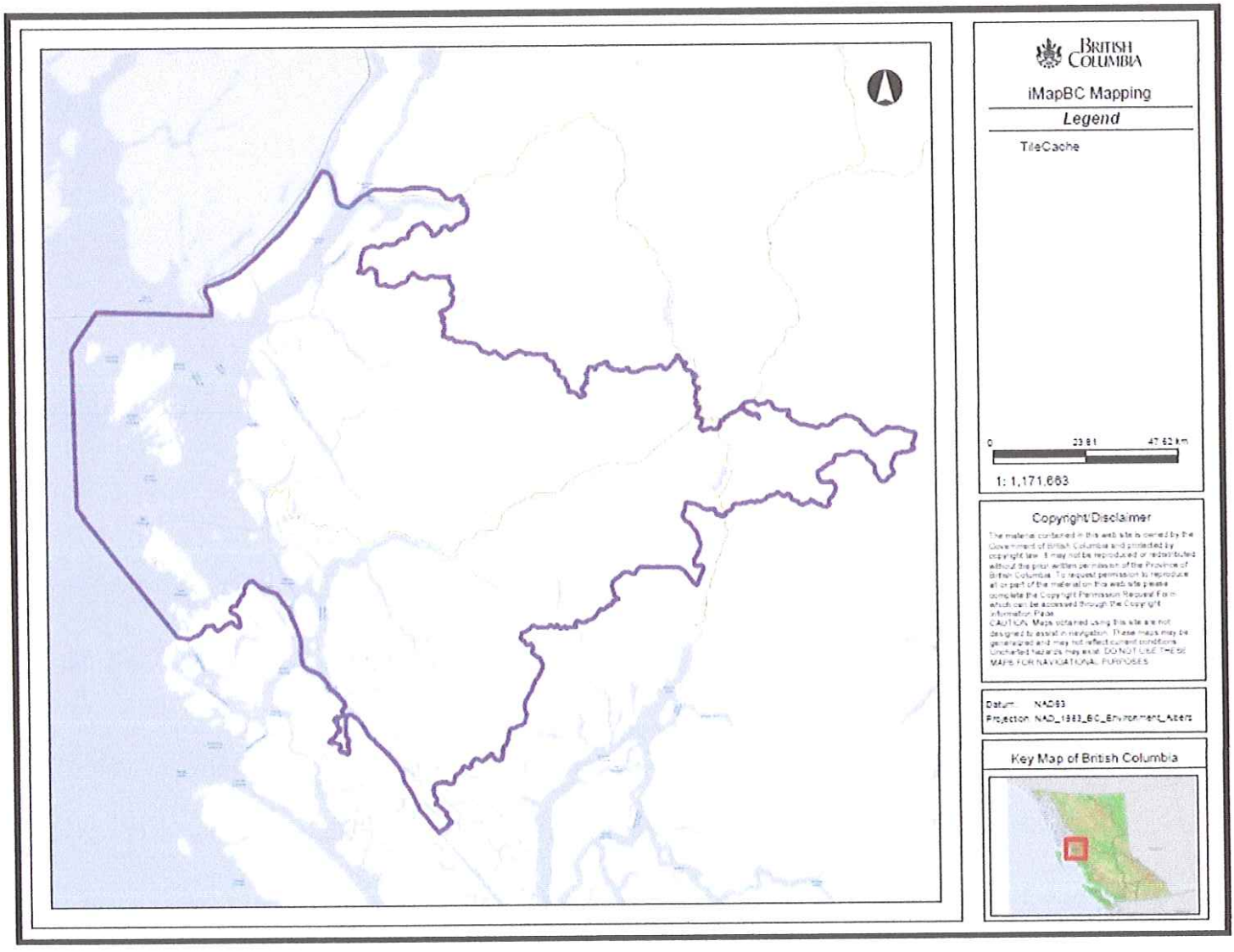
Government of British Columbia

John Rustad
Minister of Aboriginal Relations and Reconciliation

July 22, 2014
Date

Witness of Minister signature

APPENDIX A
Map of Lax Kw'alaams 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 1.10 of this Appendix ("section 1.10"), 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 Lax Kw'alaams in accordance with the applicable consultation level agreed to by the Parties under section 1.10 on Operational Plans, Operational Decisions, and Administrative Decisions that may potentially adversely impact Lax Kw'alaams's Aboriginal Interests within the Traditional Territory.

1.2 Lax Kw'alaams agrees to fully 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 1.10, 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 Lax Kw'alaams 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 1.10.

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 Lax Kw'alaams 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 1.10 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 1.10.

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 Lax Kw'alaams during the current fiscal year, British Columbia will notify the Lax Kw'alaams 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 1.10.

1.8 In reviewing and responding to an Operational Decision, Administrative Decision, or Operational Plan submitted to them, Lax Kw'alaams 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 If no response is received from Lax Kw'alaams within the timeframe set out in section 1.10, then British Columbia may conclude that Lax Kw'alaams 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.

1.10 The Parties agree to the following description and intent of the consultation levels:

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

Level	Description	Intent
4. Expedited Consultation Process	Where there is an imminent threat to a resource value (e.g. mountain pine beetle spread control) an expedited consultation process is undertaken.	Intense but short timeline (about 10 calendar days). A justification for shortening the period would be given by describing the imminent threat. May require a meeting.
5. Normal Consultation	Follow on "normal" track for consultation guided by up-to-date consultation policy. Meetings to resolve issues where possible and make decision in a timely manner.	Intent to follow this course in most circumstances. Usually a 30 – 60 calendar day consultation period. May involve meaningful discussion of accommodation options where appropriate. British Columbia will notify Lax Kw'alaams of the final decision where requested by the Lax Kw'alaams.
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 Lax Kw'alaams with the final decision and rational in writing.

1.11 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.

1.12 Lax Kw'alaams agrees that British Columbia is not obligated, unless requested by the Lax Kw'alaams, to inform the Lax Kw'alaams of the Delegated Decision Maker's decision for decisions on which the consultation level has been level three (3) or lower.

1.13 If the Parties cannot agree upon which consultation level in section 1.10 should apply to a particular or any Operational or Administrative Decision or Operational Plan, then British Columbia will consult with Lax Kw'alaams on the basis of British Columbia's consultation procedures in effect at the time as well as the applicable case law respecting consultation obligations.

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 Kalum District and North 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 Kalum and North Coast Forest Districts.

1.1 For the purposes of the summary document in section 1.0 of this Appendix, the stumpage payments from Lax Kw'alaams's Forest License (A78031) will not be included in the calculations of forest revenue.

1.2 The amount of the forest revenue attributed to the Lax Kw'alaams's Traditional Territory will be calculated by determining the percent of Lax Kw'alaams's Traditional Territory that falls within the Timber Harvesting Land Base in the Kalum and North Coast Forest Districts, applied against the forest revenue described in section 1.0 of this Appendix. This calculation will prorate for overlapping territories of other First Nations.

1.3 The Traditional Territory Forest Revenue Sharing Component will be calculated by multiplying 3 percent of the forest revenue attributed to the Lax Kw'alaams 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, Lax Kw'alaams will receive a maximum of $35,000 to provide capacity to participate in the consultation process in accordance with section 4.0 of this Agreement.

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 Lax Kw'alaams's Forest License (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 Lax Kw'alaams in any given full year under the *Lax Kw'alaams Forest and Range Opportunity Agreement* ("the Annual Amount") and applying the following percentages to that Annual Amount:

3.2.1 2014/15 BC Fiscal Year: 45 percent;

3.2.2 2015/16 BC Fiscal Year: 40 percent; and

3.2.3 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 1.3 and 2.1 of this Appendix that is equal to or greater than the annual payments received under the *Lax Kw'alaams Forest and Range Opportunity Agreement*, then the Lax Kw'alaams 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 *Lax Kw'alaams Forest and Range Opportunity Agreement*, then the Lax Kw'alaams 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 *Lax Kw'alaams Forest and Range Agreement.*

APPENDIX D

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

APPENDIX E

Lax Kw'alaams Statement of Community Priorities

Socio-economic Priority	Annual Amount			Specific Outcomes	Measurement Criteria
	2014/2015	2015/2016	2016/2017		
Housing	$600,000				construction 10 Homes
Band office		3.5 million			New Band office
Paving Roads		3.5 million			Tuck Road paved
Youth Centre			1.5 million		New Youth Ctr.

2014/2015 Revenue Sharing Contribution $651,500

2015/2016 Revenue Sharing Contribution $To Be Determined

2016/2017 Revenue Sharing Contribution $To Be Determined

APPENDIX F

Lax Kw'alaams Statement of Community Priorities

Annual Report

Socio-economic Priority	2014/2015 Planned Expenditures	2014/2015 Actual Expenditures	Outcomes Achieved	Variance Explanation

Coast Mountains Resource District / Lax Kw'alaams Annual List for 2014/2015					
Decision Category	**Decision**	**Delegated Decision Maker[1]**	**Consultation Level**	**Consultation Period**	**Kalum / North Coast District Comments**
ADMINISTRATIVE DECISIONS					
TSA AAC	Timber supply reviews (Chief Forester) for timber supply area (TSA) annual allowable cut (AAC) determination	Chief Forester	5	24 months total	North Coast TSA, TSR Initial letters sent 2013, data package expected spring 2014, determination expected late 2014.
TSA AAC	Annual allowable cut apportionment	Minister	5	30-60 days	North Coast TSA Apportionment decision pending late 2014 TSR determination. North Coast TSA, Conservancies and Biodiversity, Mining and Tourism Areas and EBM reductions. Re-apportionment order under sec. 60.4 of the Forest Act, late 2014 – early 2015
Forest Licence	Non-replaceable forest licence (NRFL) extension/Issuance	Regional Executive Director	3,5	21-60 days	[extension=level 3; New licences=level 5.] New - Kitselas and Kitsumkalum FTOA tenures (may be done before previous FCRSA expires). Several expired NRFLs, possibly moving forward to renew or issue RFLs under the Recon. Protocol [extension=level 3; New licences=level 5.]
Forest Licence/TFL	Forest licence/TFL replacement	Regional Executive Director	5	30-60 days	
Timber Licence	Extension	Regional Executive Director	5	30-60 days	
Forest Licence/TL	Transfer/consolidation of forest licences (except woodlots)	Minister	3	21-30 days	
Misc. Forest Tenure Decisions	Conversion of major timber sale licences	Minister	5	30-60 days	
TFL Decisions	Management plan approval	Deputy Chief Forester	3	21-30 days	
TFL Decisions	Deletion of Crown land	Minister	5	30-60 days	

Decision Category	Decision	Delegated Decision Maker[1]	Consultation Level	Consultation Period	Kalum / North Coast District Comments
CFA Decisions	Community forest agreement management plan amendments and approvals	Regional Executive Director or District Manager	3,5	21-60 days	[Amendments=level 3; New plans=level 5.]
CFA Decisions	Timber supply review and/or allowable annual cut determination	Regional Executive Director (RED)	5	30-60 days	
CFA Decisions	Boundary amendment	RED	3	21-30 days	
CFA Decisions	Probationary community forest agreement transition into a community forest agreement		3	21-30 days	
Woodlot Licence Decisions	Direct award of woodlot to First Nations through FRA/FRO process (either new or area increase)	Minister	3	21-30 days	
Woodlot Licence Decisions	Boundary amendment to increase Crown land only under Section 47.3 (FN only)	Regional Executive Director	3	21-30 days	
Woodlot Licence Decisions	New management plan or amendments	District Manager	3	21-30 days	
Land Act Decision	*Land Act* tenure amendments and approvals related to forestry infrastructure	Minister	3,5	21-60 days	[Amendments=level 3; new permits=level 5. Examples may include dryland sort and foreshore lease tenures]
GARS	Government actions regulation orders	Minister	3	21-30 days	Possible NC TSA EBM order, possible Visuals order
TSA AAC	Annual allowable cut disposition (TSA)	Regional Executive Director	5	30-60 days	
CFA Decisions	Identification of community forest agreement area and district manager approval	District Manager	5	30-60 days	

OPERATIONAL DECISIONS					
Decision Category	**Decision**	**Delegated Decision Maker[1]**	**Consultation Level**	**Consultation Period**	**Kalum / North Coast District Comments**
Forest Licence/TFL/CFA/WL	Cutting permit issuance	District Manager	1-5	0-60 days	Approx. 25-30 /yr. Consultation period subject to information sharing summary provided by licensee. North Coast Approx. 3-5 this year. Consultation period subject to information sharing summary provided by licensee.
Special Use Permits	Special use permit amendments/replacement and issuance	District Manager	3,5	21-60 days	[Amendments/replacements=level 3; new permits=level 5.]
OGMAs	Establishment of old growth management area	District Manager	2	annual notice	OGMAS established under Kalum SRMP 2005
Forest Licence	Forest stewardship plan extensions	District Manager	3	21-30 days	
Forest Licence/TFL/CFA	FSP approval (including major amendments)	District Manager	5	30-60 days	Possible Major amendment to Kitselas FSP, Kitsumkalum FSP through FTOA licence issuances.
Forest Licence/TFL/CFA	Forest stewardship plans minor amendments	District Manager	2	n/a	FSP minor amendments not consulted on. District Manager decision
Woodlot Licence Decisions	Woodlot licence plan/forest development plan amendments	District Manager	5	30-60 days	
Forest Licence/TFL/CFA/WL	CP amendments	District Manager	2	n/a	Minor amendments only. See *Cutting Permit and Road Tenure Administration Manual for additional clarification.*
LBIS funding [Forest Investment Account - Stewardship]	Stand treatments to meet timber objectives (fertilization/herbicide/brushing)	District Manager	2	up to 10 days	funding anticipated but not yet committed
Misc. Forest Tenure Decisions	Free use permit issuance or FN cultural use	District Manager	2	annual notice	
Misc. Forest Tenure Decisions	Authority to harvest timber by Crown agents (*Forest Act* Sec 52)	District Manager and Timber Sales Manager	2	annual notice	Occasionally used for such items as FSR realignments, heli pad clearing for BCTS, research branch destructive sampling, parks staff.

Decision Category	Decision	Delegated Decision Maker[1]	Consultation Level	Consultation Period	Kalum / North Coast District Comments
Misc. Forest Tenure Decisions	Permit to grow and/or harvest Christmas trees on Crown land	District Manager	2	annual notice	
Licence to Cut - OLTC, FLTC	Forestry licence to cut issuance (minor cutting, small scale salvage, recreation sites and trails)	District Manager and Regional Executive Director	2	annual notice	
Licence to Cut - OLTC, FLTC	Community wildfire protection (FLTC)	Regional Executive Director	3	21-30 days	
Licence to Cut - OLTC, FLTC	Occupant licence to cut issuance	District Manager	2	annual notice	Approx. 8-10 per year. Cell towers, green energy projects, mineral claims, heli ski glading, etc.
Licence to Cut - OLTC, FLTC	Forestry licence to cut issuance by BC Timber Sales	Timber Sales Manager	2	annual notice	
Road Use Permits	Road use permits on FSRs (new and amendments)	District Manager	2	annual notice	
Road Permit Issuance	Road permits issuance and amendment	District Manager and Timber Sales Manager	1-5	0-60 days	Approx. 25-30 /yr. Consultation period subject to information sharing summary provided by licensee. North Coast approx. 5-10/yr. Consultation period subject to information sharing summary provided by licensee.
BC Timber Sales	Timber sale licence issuance	Timber Sales Manager	3	21-30 days	