

STRATEGIC ENGAGEMENT AGREEMENT

This Agreement is dated for reference March 18, 2022

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA

as represented by the Minister of Indigenous Relations
and Reconciliation (“British Columbia”)

AND

LEQ’Á:MEL FIRST NATION (“Leq’á:mel”)

AND

MATSQUI FIRST NATION (“Matsqui”)

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

(Leq’á:mel and Matsqui each a “First Nation Party” and collectively the “First Nation Parties”)

WHEREAS

- A. Leq’á:mel and Matsqui are distinct Indigenous communities with their own customs, histories, territories, interests and Aboriginal Rights;
- B. British Columbia has a legal obligation to consult Leq’á:mel and Matsqui meaningfully and in good faith prior to making decisions that may adversely affect the Aboriginal Rights of Leq’á:mel or Matsqui;
- C. Leq’á:mel and Matsqui share a desire to exercise their respective consultation rights in a meaningful process, a willingness to coordinate their consultation efforts between themselves and British Columbia, and a commitment to consult with British Columbia in good faith;
- D. Leq’á:mel and Matsqui are exercising their inherent rights of self-government in entering into and implementing this Agreement;

- E. the Parties have collaboratively negotiated this Agreement with the aim of providing an effective and efficient approach to consultation;
- F. the Province acknowledges that United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP) is a universal framework of minimum standards for the survival, dignity and well-being of the Indigenous Peoples of the world;
- G. The Province is committed to implementing the Indigenous rights articulated in the UNDRIP in its institutions, laws, policies, and practices to advance reconciliation and address the legacy and harms of colonialism on Indigenous Peoples.
- H. the *Declaration on the Rights of Indigenous Peoples Act* (“Declaration Act”) established UNDRIP as the Province's framework for reconciliation;
- I. the Province recognizes that meaningful consultation with Indigenous peoples aims to secure free, prior and informed consent in advance of proposed Provincial authorizations or actions that impact them and their rights;
- J. the Parties agree that this Agreement is intended as a pathway to shift from short-term transactional agreements to the co-development of long-term relationships embodied in agreements that advance Leq'á:mel and Matsqui self-determination and economic independence.

Therefore, the Parties agree as follows:

1. DEFINITIONS, INTERPRETATION AND APPENDICES

1.1 Definitions. In this Agreement:

“**Aboriginal Rights**” means Aboriginal rights, including Aboriginal title, recognized and affirmed by section 35 of the *Constitution Act, 1982*;

“**Agreement**” means this Strategic Engagement Agreement, including appendices;

“**Agreement Area**” means the geographic area within the Province of British Columbia depicted in Appendix A;

“**Applicable Provincial Legislation**” means the legislation set out in Appendix C;

“**Applicant**” means any person, corporation, society, entity, proponent or agency, including the Province and any agent of the Province, that makes an Application;

“**Application**” means a request from an Applicant to a Provincial Agency under Applicable Provincial Legislation that proposes an activity which may adversely affect the Aboriginal Rights of Leq'á:mel or Matsqui in the Agreement Area,

whether or not the activity originates within the Agreement Area, including the application document, any materials for amendment, renewal or replacement of approvals, and all supporting material;

“Collaboration Stage” means the period of time after confirmation of Engagement Level when the First Nation Parties and the Provincial Agency are collaboratively engaging;

“Decision Maker” means an official or designate of a Provincial Agency, with authority to make statutory decisions with respect to an Application;

“Effective Date” means March 31, 2022;

“Engagement Framework” means the structure for Engagement Processes set out in Appendix B;

“Engagement Level” means the level of engagement determined in accordance with the Engagement Framework

“Engagement Process” means an engagement process on an Application determined in accordance with the Engagement Framework;

“Executive Forum” means the group described in subsection 4.1(c);

“Main Agreement” means the portion of this Agreement excluding the appendices;

“Matrix” means the sorting tool to assign Engagement Levels set out in section 14 of Appendix B;

“Operational Level” means the referrals coordinators/staff carrying out the activities of the Engagement Process;

“Portal” means the collaborative communication tool for referral management, whereby referrals are distributed, viewed, shared and managed;

“Provincial Agency” means the following Provincial ministries, including branches, divisions or agencies:

- (a) Ministry of Forests, Lands, Natural Resource Operations and Rural Development.

“Referrals Working Group” means the group described in subsection 4.1(a);

“Seek Consensus” means the act of exchanging information and ideas with open minds in a collaborative manner with the shared goal of achieving agreement;

“Shared Engagement Form” (SEF) means the form that facilitates the

engagement under the Engagement Framework and that when filled in serves as a record of engagement;

“Strategic Level Group” means the group described in subsection 4.1(b); and

1.2 **Interpretation.** For the purposes of this Agreement:

- (a) “including” means “including, but not limited to” and “includes” means “includes, but not limited to”;
- (b) a reference to a statute includes regulations made under it, amendments and any law enacted in substitution for, or in replacement of, it;
- (c) “or” is used in its inclusive sense, meaning A or B or both A and B;
- (d) words in the singular include the plural, and words in the plural include the singular unless the context or any specific definition otherwise requires;
- (e) in the calculation of time under this Agreement, all references to “days” are to calendar days except that if the time for doing an act falls or expires on a day that is not a business day, the time is extended to the next business day;
- (f) any reference to a corporate entity or Ministry includes any predecessor or successor to it; and
- (g) 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 are Appendices to this Agreement and form part of this Agreement:

Appendix A: Agreement Area

Appendix B: Engagement Framework

Appendix C: List of Applicable Provincial Legislation

Appendix D: Annual Report Template

2. **PURPOSE**

2.1 This Agreement’s overarching purpose is to promote the fair and just reconciliation between Leq’á:mel and Matsqui as Indigenous communities with their respective authorities and jurisdictions and British Columbia with its authority and jurisdiction.

2.2 This Agreement’s fundamental purpose is to foster positive, collaborative and

respectful government to government relationships through the establishment of an effective and efficient process of meaningful consultation.

2.3 In furtherance of these purposes, this Agreement:

- (a) provides funding to support Leq'á:mel's and Matsqui's participation in the implementation of this Agreement;
- (b) yields greater predictability for the Parties, industry, and the public;
- (c) establishes an Engagement Framework that:
 - (i) provides for consultation about and collaborative development of recommendations regarding Applications;
 - (ii) establishes Engagement Levels that reflect a range of potential impacts on Leq'á:mel or Matsqui and appropriate engagement;
 - (iii) guides the Parties in allocating their effort commensurate with the significance of the adverse impacts of Applications on the Aboriginal Rights of Leq'á:mel or Matsqui;
 - (iv) results in a net reduction in the volume of Applications being reviewed and the total amount of time devoted to Applications reviewed by the Parties by concentrating efforts on those decisions with the greatest potential impact on the Aboriginal Rights of Leq'á:mel or Matsqui;
 - (v) includes a category of engagement that amounts to deep consultation on Applications whose approvals are likely to significantly impact the Aboriginal Rights of Leq'á:mel or Matsqui;
 - (vi) sets out milestones for the Parties to assess the effectiveness of the Engagement Framework; and
 - (vii) where appropriate, enables the First Nation Parties to pursue the sharing of resource-revenues and other benefits, through project-specific agreements.

2.4 The Parties are committed to working together, collaborating and growing this Agreement, including by adding other Provincial Agencies, Applicable Provincial Legislation and other First Nation participants.

2.5 This Agreement is intended as a pathway for the Parties' continuing efforts to redefine their relationship through new arrangements that support shared decision making respecting strategic and operational land and natural resource management issues, in support of:

- (a) the implementation of Leq'á:mel's and Matsqui's Aboriginal Rights;

- (b) the harmonization with Leq'á:mel's and Matsqui's laws;
- (c) the Province's commitment to align Provincial laws with UNDRIP as confirmed in the Declaration Act and to undertake actions in response to the Calls to Action of the Truth and Reconciliation Commission;
- (d) the exploration of how the principles of UNDRIP are integrated into engagement;
- (e) achieving meaningful engagement and a shared understanding of each Party's respective interests; and
- (f) the Parties' pursuit of opportunities for sharing resource-revenues and other benefits, through the negotiation of further agreements which may include project-specific agreements.

3. SCOPE

- 3.1 The Engagement Framework applies to Applications made on or after the Effective Date.

4. ENGAGEMENT STRUCTURES

- 4.1 **Establishment of Structures.** The Parties will establish the following government to government structures:

- (a) **Referrals Working Group.** The Referrals Working Group consists of the operational staff appointed by the Parties and is responsible for the establishment, implementation, and adaptive management of the Engagement Framework, including:
 - (i) addressing issues arising from day-to-day operations and implementation of the Engagement Framework;
 - (ii) reaching out to the Strategic Level Group as needed; and
 - (iii) meeting on specific basis as mutually agreed.

The Referrals Working Group will determine how to carry out the administrative duties of the group including confirming membership, planning agendas, tracking actions, and chairing meetings.

- (b) **Strategic Level Group.** The Strategic Level Group is composed of the designated senior representative appointed by each of the Provincial Agencies, including a representative from MIRR representing the Province. The responsibilities of the Strategic Level Group include:
 - (i) acting as the overall keeper of the Agreement;

- (ii) developing any annual goals and reporting to the Executive Forum;
- (iii) leading the periodic review contemplated in 13.1;
- (iv) serving as an issues resolution body supporting discussion of opportunities and challenges and building a stronger more effective working relationship between the Parties;
- (v) discussing and addressing engagement-related issues elevated by the Referrals Working Group;
- (vi) approving amendments to this Agreement, including the addition of other First Nations and Provincial Agencies and Applicable Provincial Legislation to this Agreement;
- (vii) engaging on broader strategic-level issues;
- (viii) exploring topics and pathways to grow the relationship; and
- (ix) identifying and fostering socio-economic opportunities as contemplated in 8.1.

To foster efficiency, Leq'á:mel or Matsqui may choose not to participate in any specific meeting of the Strategic Level Group when that meeting is specific to the interests or Aboriginal Rights of the other First Nation or is specific to an Application that it considers not to impact its own Aboriginal Rights.

(c) **Executive Forum.** The Executive Forum is composed of the representation of the executives of Leq'á:mel, Matsqui, and British Columbia. The responsibilities of the Executive Forum include:

- (i) Meetings on an as-needed basis as determined by the Strategic Level Group or upon the reasonable request of a Party.

4.2 **Establishment of Process.** The Parties agree they will follow the process described in the Engagement Framework with regard to Applications.

4.3 **Relationship with Applicants.** British Columbia will encourage early and respectful engagement between Applicants and Leq'á:mel, Matsqui and Participating First Nations in alignment with the Engagement Framework.

4.4 **Regional Processes.** Leq'á:mel and Matsqui shall (individually or jointly), where appropriate, participate in advisory processes with other First Nations to address

regional issues or specific initiatives.

5 CONSULTATION UNDER AGREEMENT

5.1 **Process for Consultation.** Unless otherwise agreed by the Parties, this Agreement constitutes the process by which the Parties will seek to fulfill their obligations to:

- (a) consult on Applications; and
- (b) develop, where appropriate, measures to accommodate the First Nation Parties in relation to Applications.

5.2 **Other Agreements.** Engagement under this Agreement will replace the consultation obligations under any Party's Forest and Range Consultation and Revenue Sharing Agreements for proposed activities within the Agreement Area, but for greater certainty, the Forest and Range Consultation and Revenue Sharing Agreements, as amended or extended from time to time, will otherwise continue to apply in accordance with their terms.

6 INFORMATION SHARING AND CONFIDENTIALITY

6.1 **Information Sharing.** The Parties will support engagement under the Engagement Framework by sharing relevant information informed by Indigenous and non-Indigenous knowledge, and, subject to provincial law, at the time of disclosure, will:

- (a) assist the other Party in interpreting the information, determining the current and future use of the information and the terms under which it may be reproduced or shared, in whole or in part, with any other party; and
- (b) make all reasonable efforts to maintain the confidentiality of the information provided by the other Party, and prevent its disclosure to the public, in particular information identified as confidential information.

6.2 **Traditional Knowledge.** British Columbia acknowledges that Leq'á:mel and Matsqui are the custodians of traditional knowledge that may be:

- (a) confidential or sensitive in nature; or
- (b) owned by individuals and must be managed according to the owner's wishes.

6.3 **Freedom of Information.** If British Columbia receives a request under the *Freedom of Information and Protection of Privacy Act* or is otherwise required by

law to disclose information received from Leq'á:mel or Matsqui under this Agreement, British Columbia will provide Leq'á:mel or Matsqui with notice of the request and the opportunity to express any views regarding the disclosure.

- 6.4 **Disclosure of Traditional Knowledge.** British Columbia acknowledges that the disclosure of information, including traditional knowledge, provided by Leq'á:mel or Matsqui to British Columbia to any other party requesting such information under the *Freedom of Information and Protection of Privacy Act* could reasonably be expected to harm the relations between British Columbia and Leq'á:mel or Matsqui as an Aboriginal government.

7 FUNDING

- 7.1 In order to effectively implement this Agreement, British Columbia will, for the initial two-and-a-half (2.5) year period of this Agreement, supplement Leq'á:mel and Matsqui by providing \$170,000 per year, which includes funding to support engagement as well as relationship building, extension or coordination with other Indigenous Nations, making:
- (a) the first payment of \$170,000 within thirty (30) days of the Effective Date; and
 - (b) then annual payments of \$170,000 within thirty (30) days of October 1, 2022 and October 1, 2023.
- 7.2 The Parties will collaboratively review the funding amounts annually to discuss the adequacy of funding for this Agreement.
- 7.3 If the Parties agree to amend this agreement to add Indigenous communities or Provincial Agencies, they will discuss the potential provision of additional funding.
- 7.4 Notwithstanding any other provision in this Agreement, the payment of funds by the Province to Leq'á:mel and Matsqui for any purpose under this Agreement is subject to:
- (a) sufficient monies being available in an appropriation, as defined in the *Financial Administration Act*, to enable the Province in any fiscal year or part thereof when such payment is required, to make such payment, and
 - (b) the Treasury Board, as defined in the *Financial Administration Act*, not having controlled or limited expenditure under any appropriation necessary in order to make such payment.
- 7.5 **Reporting on Funding.** To trigger the payments under 7.1., the Parties will, thirty (30) days prior to the dates set out in 7.1.b. of this Agreement, prepare a report containing the information set out in Appendix D and provide a copy of the report to the Executive Forum.

- 7.6 **Additional Funding.** Nothing in this Agreement precludes Leq'á:mel and Matsqui from:
- (a) accessing funding that may be available through other Provincial agencies, a non-governmental body, or another level of government; or
 - (b) working with British Columbia to identify additional funding to support the priorities of the Referrals Working Group and implementation of joint projects.

8 PROVINCIAL REVENUE AND BENEFIT SHARING OPPORTUNITIES

- 8.1 This Agreement provides a venue for the Parties to:
- (a) identify socio-economic opportunities, including potential revenue and benefit sharing opportunities, within the Agreement Area, and
 - (b) foster Leq'á:mel and Matsqui negotiating individual agreements with British Columbia respecting the opportunities identified in paragraph (a).

9 OTHER PROVINCIAL AGENCIES AND OTHER INDIGENOUS COMMUNITIES

- 9.1 **Adding Provincial Agencies.** The Parties will encourage Provincial agencies to join or make linkages to this Agreement. Upon a written request from another Provincial agency to the Strategic Level Group, the Strategic Level Group may agree in writing to amend this Agreement to add that other Provincial agency to this Agreement as a Provincial Agency.
- 9.2 **Administrative Trial Period for Provincial Agencies.** Upon the agreement of each of the Parties and for a period of days agreed to by the Parties and the Provincial agency, a Provincial agency may operate as if it is a Provincial Agency for the purposes of this Agreement.
- 9.3 **Adding First Nation Parties.** The Parties are open to other Indigenous communities joining or making linkages to this Agreement either directly or through established affiliation or cooperation arrangements.
- 9.4 **Administrative Trial Period for Indigenous Communities.** Upon the agreement of each of the Parties and for a period of days agreed to by the Parties and an Indigenous community, an Indigenous community may operate as if it is a First Nation Party for the purposes of this Agreement.
- 9.5 **Collaboration with Other Governments.** The Parties may collaborate when engaging with other governments including Canada, local or regional governments or other Indigenous communities.
- 9.6 **Regional Consultation.** The Parties will look for opportunities to create

efficiencies by working with other forums to facilitate engagement.

10 REPRESENTATIONS AND WARRANTIES

10.1 The Parties represent and warrant to each other that:

- (a) each has the authority to enter into this Agreement and carry out its obligations in accordance with the terms of this Agreement, and
- (b) this Agreement is a valid and binding obligation on each of the Parties.

11 DISPUTE RESOLUTION

11.1 The Parties recognize that the success of this Agreement will depend on their ability and willingness to recognize, explore and resolve disputes that may arise between them, and that they will endeavor to resolve such disputes expeditiously and in a manner that Seeks Consensus as follows:

- (a) where a dispute arises between the Parties concerning the implementation, including interpretation, of this Agreement, subject to section 12 of the Engagement Framework (Appendix B), the Parties will refer the dispute to the Strategic Level Group;
- (b) where a dispute is referred to it in accordance with (a), the Strategic Level Group will meet within thirty (30) days to attempt to resolve the dispute;
- (c) where the Referrals Working Group refers a dispute concerning the implementation, including interpretation, of the Engagement Framework, the Strategic Level Group will meet on an expedited basis to attempt to resolve the dispute;
- (d) where the Strategic Level Group is unable to resolve a dispute referred to it in accordance with (a) or (c) within sixty (60) days, the dispute will be raised to the Executive Forum; and
- (e) where the Executive Forum is unable to resolve a dispute referred to it under 11.1(d) within sixty (60) days the Parties may agree to utilize other dispute resolution mechanisms, including mediation.

12 TERM, TERMINATION AND WITHDRAWAL

12.1 **Term.** The initial term of this Agreement commences on the Effective Date and runs until September 30, 2024, unless it is terminated under 12.4.

- 12.2 **Agreement Renewal.** At least 8 months prior to the expiry of the term of this Agreement, the Parties will begin negotiations on extension of the Agreement , which can include the exploration of additional strategic pathway topics as mentioned in 2.5.
- 12.3 **Withdrawal.** A Provincial Agency or a First Nation Party may withdraw its participation in this Agreement by providing ninety (90) days written notice to the Strategic Level Group, and on such notice, the Parties will:
- (a) determines if any changes to the funding under section 7.1 or any amendments to this Agreement are required; and
 - (b) amend this Agreement if required.
- 12.4 **Termination.** Notwithstanding 12.1, this Agreement may be terminated by British Columbia or all of the First Nation Parties by providing their intention to terminate in writing with ninety (90) days' notice or on a date mutually agreed on by the Parties.
- 12.5 **Resolution of Termination or Withdrawal.** In recognition of the enduring value of a government to government relationship between the Parties, the Parties will:
- (a) on notice of termination or withdrawal, provide the other Parties with the reasons for termination or withdrawal; and
 - (b) meet face to face within 30 days after a notice of termination or withdrawal to attempt to resolve the issue prior to termination or withdrawal.
- 12.6 **Effect of Termination or Withdrawal.** Where a meeting has occurred in accordance with section 12.5 and the termination or withdrawal is to proceed:
- (a) the Parties will meet at least 30 days prior to termination or withdrawal to discuss the impacts on the consultation process and funding provided by British Columbia to date, including the potential remittance of funds; and
 - (b) section 6 of this Agreement related to Confidentiality and Freedom of Information survives the termination of this Agreement.
- 12.7 **Linkage to Treaty or Other Government to Government Agreements.** The Parties will review, and may choose to amend or terminate this Agreement upon completion by Leq'á:mel or Matsqui of a treaty or land claims agreement in accordance with section 35 of the *Constitution Act, 1982* or other government to government agreement.

13 PERIODIC REVIEW OF AGREEMENT

13.1 **Periodic Review.** The Parties will review this Agreement as soon as practicable after the 6th and 12th month anniversaries of the Effective Date, and then annually thereafter to ensure that it is effective and, following such review, may agree to amend this Agreement, including any agreed upon funding, in accordance with section 15.6.

14 NOTICE AND DELIVERY

14.1 **Notices.** Any notice or report under this Agreement must be in writing, and will be deemed validly given to and received by the other Party, if served personally, on the date of personal service or, if delivered by mail, or e-mail, when received as follows:

if to British Columbia:

Yvette Lizée
Regional Director
Ministry of Indigenous Relations and Reconciliation
200 - 10470 152 Street, Surrey, BC V3R 0Y3

if to Leq'á:mel:

Stephen McGlenn
Lands & Natural Resources Manager
Leq'á:mel First Nation
43101 Leq'á:mel Way, Deroche BC V0M1G0

if to Matsqui:

Cindy Collins
Referral Officer
Matsqui First Nation
5720 Julian Drive, PO BOX 10, Abbotsford BC V4X 3R2

14.2 **Change of Address.** Either Party may, from time to time, give written, including email, notice to the other Party of any change of address or facsimile number of the Party giving such notice and after the giving of such notice, the address or facsimile number therein specified will, for purposes of this Agreement be conclusively deemed to be the address or facsimile number of the Party giving such notice.

14.3 **Electronic Notice.** The Parties agree that they will utilize electronic and other methods of communication for the purposes of engagement whenever practicable and appropriate.

15 GENERAL

15.1 **Not a Treaty.** This Agreement does not:

- (a) constitute a treaty or land claims agreement within the meaning of section 25 or 35 of the *Constitution Act, 1982*; or
- (b) affirm, recognize, abrogate or derogate from any of Leq'á:mel and Matsqui's Aboriginal Rights.

15.2 **Acknowledgement.** The Parties acknowledge and enter into this Agreement on the basis that Leq'á:mel and Matsqui each asserts Aboriginal Rights within the Agreement Area but that the specific nature, scope or geographic extent of those Aboriginal Rights have yet to be determined. 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 Leq'á:mel and Matsqui's Aboriginal Rights.

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 Leq'á:mel's or Matsqui's Aboriginal Rights;
- (b) an 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) as in any way limiting the position the Parties may take in any negotiations or in any discussions or negotiations between the Parties, except as expressly contemplated in this Agreement.

15.4 **No Fettering.** Nothing in this Agreement will be interpreted in a way that would affect or unlawfully interfere with any legislative authority of the Parties or fetter the discretion given to any decision maker or authority.

15.5 **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, unless otherwise agreed in writing by the Parties.

15.6 **Amendment.** This Agreement may be amended by the Parties in writing as follows:

- (a) any substantive amendment to the Main Agreement, by the Minister of Indigenous Relations and Reconciliation, on behalf of British Columbia, and the Chiefs of the Leq'á:mel and Matsqui First Nations, on behalf of Leq'á:mel

and Matsqui; or

- (b) any non-substantive amendments or amendments to an Appendix, by the Strategic Level Group.

15.7 Validity of Agreement. If any part of this Agreement is void or unenforceable at law:

- (a) the invalidity of that part will not affect the validity of the remainder, which will continue in full force and effect and be construed as if this Agreement had been executed without the invalid part; and
- (b) the Parties will negotiate and attempt to reach agreement on a replacement for the part declared or held invalid with a view to achieving the intent of the Parties as expressed in this Agreement.

15.8 Further Acts and Assurances. Each of the Parties will, upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better and absolute performance of the terms and conditions of this Agreement.

15.9 No Implied Waiver. Any waiver of:

- (a) a provision of this Agreement,
- (b) the performance by a Party of an obligation under this Agreement, or
- (c) a default by a Party of an obligation under this Agreement,

will be in writing and signed by the Party giving the waiver and will not be a waiver of any other provision, obligation or subsequent default.

15.10 Assignment. No Party will assign, either directly or indirectly, this Agreement or any rights under this Agreement without the prior written consent of the other Party.

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

15.12 Emergencies. Nothing in this Agreement affects the ability of a Party to respond to any emergency circumstances.

15.13 Execution in Counterpart. This Agreement may be entered into by each Party signing a separate copy of this Agreement and delivering it to the other Parties by email.

Signed of behalf of Leq'á:mel First Nation this 23rd day of March, 2022:



Chief Alice Thompson



Witness

Signed on behalf of Matsqui First Nation this ___ day of _____, 2022:

Chief Alice McKay

Witness

Signed on behalf of Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Indigenous Relations and Reconciliation this ___ day of _____, 2022:

Minister of Indigenous Relations and Reconciliation

Witness

Signed of behalf of Leq'á:mel First Nation this ___ day of _____, 2022:

Chief Alice Thompson

Witness

Signed on behalf of Matsqui First Nation this 23 day of March, 2022:

DocuSigned by:


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Chief Alice McKay

Angela Ryan

Witness

Signed on behalf of Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Indigenous Relations and Reconciliation this 31 day of March, 2022:

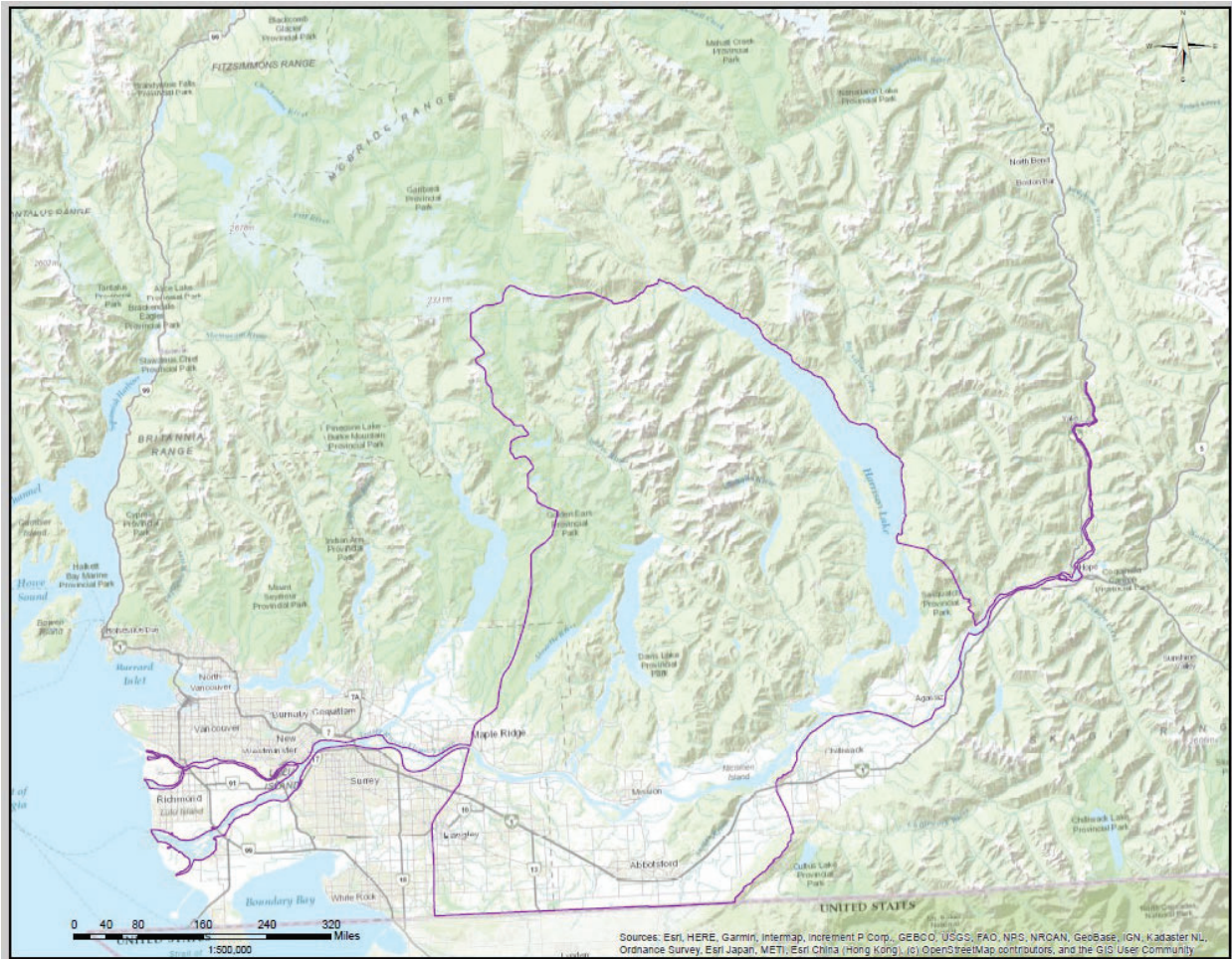


Minister of Indigenous Relations and Reconciliation



Witness

Appendix A: Agreement Area



Appendix B: Engagement Framework

1 GENERAL PROVISIONS

- 1 (1) This Appendix describes the framework within which the Parties will engage on Applications (the “Engagement Framework”).
- (2) Engagement within the Engagement Framework (the “Engagement Process”) is triggered by a Provincial Agency’s acceptance of an Application.
- (3) If a Provincial Agency wishes to initiate the Engagement Process prior to its acceptance of an Application or receipt of an Application if one is expected, it will, with the necessary modifications, follow the Engagement Framework.
- (4) If a Provincial Agency intends to involve an Applicant in the Engagement Process, it will do so in accordance with Section 11 of this Appendix.
- (5) If a Provincial Agency determines that it is required to consult with Leq’á:mel or Matsqui on a proposed decision that is not initiated by an Application, it will, with the necessary modifications, follow the Engagement Framework.
- (6) Unless agreed to otherwise, the Provincial Agency and First Nation Parties will use the Portal and associated forms, including the Shared Engagement Form (SEF), as the primary tool for implementing the Engagement Framework.
- (7) Timeframes within the Engagement Framework are established as guidelines and may be adjusted collaboratively.
- (8) Disputes arising at the Operational Level concerning the implementation of this Engagement Framework, including disputes over Engagement Levels, will be dealt with in accordance with Section 12 of this Appendix.
- (9) Where notice is required under this Engagement Framework, it shall be provided to:
 - (a) the Matsqui First Nation Referral Officer,
 - (b) the Leq’á:mel First Nation Referral Officer or Lands and Natural Resources Manager,
 - (c) Other Leq’á:mel First Nation or Matsqui First Nation representative(s) as identified, and
 - (d) Provincial Agency contacts as identified in the referral.

2 ENGAGEMENT LEVELS

- 2 (1) The Engagement Process shall be conducted at Engagement Level 1, 2, 3, or

4, with Level 1 involving the least interaction and Level 4 involving the most.

- (2) On acceptance of an Application, a Provincial Agency will assign an initial Engagement Level for the Application based on both the assessment criteria set forth in Table 1 below and the pre-assigned levels contained in the Matrix as set out in Section 14:

Engagement Level	Nature and Potential Impacts of Proposed Activity
<p style="text-align: center;">1 (Pre / Post Notification)</p>	<ul style="list-style-type: none"> • Negligible to minimal potential adverse impact • Emergency measures required for the protection of life, property and environmental health. • See Section 4(9) re: emergency works
<p style="text-align: center;">2 (Low)</p>	<ul style="list-style-type: none"> • Typically, small-scale activity • Located in an area of low archaeological potential, i.e., areas where archaeological sites are not likely to be present • Short-term or seasonal • Little or no ground disturbance • Little, no, or temporary impacts on fish and wildlife habitat • Little, no, or temporary impacts on water quality and quantity
<p style="text-align: center;">3 (Moderate)</p>	<ul style="list-style-type: none"> • Typically, mid-scale activity • Located in an area where archaeological sites or Leq'á:mel or Matsqui cultural heritage sites are known or are likely to be present • Short to moderate term • Moderate ground disturbance • Minimal or moderate impacts on fish and wildlife habitat, including rare and endangered species • Moderate impacts on water quality and quantity • Smaller scale Crown land alienation
<p style="text-align: center;">4</p>	<ul style="list-style-type: none"> • Typically, large-scale activity • Large-scale Crown land alienation • Located in an area where there is potential for significant

(High)	<p>impacts on known/likely archaeological sites or Leq'á:mel or Matsqui cultural heritage sites</p> <ul style="list-style-type: none"> • Effects or activity persists over long term • Extensive or intensive ground disturbance • Significant impacts on fish and wildlife habitat, including rare and endangered species • Significant impacts on water quality and quantity
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- 3 (1) After the assignment of an initial Engagement Level for an Application, the Provincial Agency shall proceed with engagement in accordance with the following:
- (a) for Applications for which Engagement Level 1 is assigned, Section 4 of this Appendix applies;
 - (b) for Applications for which Engagement Level 2 is assigned, Section 7 of this Appendix applies;
 - (c) for Applications for which Engagement Level 3 is assigned, Section 8 of this Appendix applies; and
 - (d) for applications for which Engagement Level 4 is assigned, Section 9 of this Appendix applies.

4 ENGAGEMENT LEVEL 1

- 4 (1) If a Provincial Agency has assigned an initial Engagement Level 1, it will notify the First Nation Parties of the Application entering the following information into the SEF:
- (a) the Applicant's name and contact information;
 - (b) the relevant tracking numbers;
 - (c) the Provincial Agency contact name, phone number, email and mailing address;
 - (d) a description of the project and authorizations required;
 - (e) the Provincial Agency's initial assessment of the Engagement Level; and
 - (f) the Provincial Agency's proposed timeframe(s).

- (2) Within five business days of receiving the notification, a First Nation Party will notify the Provincial Agency if a First Nation Party wants either:
 - (a) to receive notice of the decision after it is made, or
 - (b) to deal with the Application at a higher level.
- (3) If the Provincial Agency receives notice under subsection (2)(a), it will notify the First Nation Party within five business days after the decision is made.
- (4) If the Provincial Agency receives notice under subsection (2)(b) and the First Nation Party asks to elevate the Application to Engagement Level 2, it will be dealt with at Engagement Level 2, and if the Provincial Agency requests it, the First Nation Party will provide its reasoning for the elevation.
- (5) On agreement of the Provincial Agency and the First Nation Party, the Application may be dealt with at Engagement Level 3 or 4.
- (6) If the Provincial Agency does not receive notice from a First Nation Party as set out in subsection (2), the Decision Maker may proceed with the decision.
- (7) If a First Nation Party becomes aware of an Application for which a Provincial Agency has not assigned an Engagement Level, on the First Nation Party's request the Provincial Agency shall provide information in accordance with subsection (1).
- (8) Within 10 business days of receiving this information, if a First Nation Party requests it, the Parties will deal with the Application in accordance with this Section 4.
- (9) In emergency situations, the Provincial Agency will make reasonable efforts to notify the First Nation Parties of its impending decision on an Application in accordance with the information requirements for Level 1 set out in subsection (1) or, where such advance notice is not possible, will notify the First Nation Parties as soon as possible after its decision.
- (10) Subsections (2) – (8) do not apply in emergency situations.
- (11) The Provincial Agency will provide the First Nation Parties with a record of its emergency-related decision as soon as reasonably possible.

5 APPLICATION PACKAGE

- 5 (1) If a Provincial Agency assigns, or the Parties agree to, an Engagement Level of 2, 3 or 4 for an Application, the Provincial Agency will send an Application Package to the First Nation Parties as soon as is practicable.

- (2) All Application Packages provided to the First Nation Parties will include the following information
 - (a) entered into the SEF:
 - (i) the Applicant's name and contact information;
 - (ii) the project name;
 - (iii) the Provincial Agency tracking number(s);
 - (iv) the Provincial Agency contact name, phone number, email and mailing address;
 - (v) a description of the project and authorizations required;
 - (vi) the Provincial Agency's initial assessment of the Engagement Level;
 - (vii) the Provincial Agency's understanding of the activity timeline / statutory timeline;
 - (viii) what, if any, consultation the Provincial Agency has delegated or intends to delegate to the Applicant; and
 - (b) uploaded to the Portal:
 - (i) a copy of the Application, supporting materials submitted by the Applicant and, where available to the Provincial Agency, relevant background information and a description of current activities and any known plans associated with the Application;
 - (ii) accurate and legible maps, in electronic format, or printed copies as appropriate; and
 - (iii) where possible, GIS compatible spatial data, (i.e.: shapefiles, KMZ files, or other comparable GIS data format files).

6 PRELIMINARIES TO THE FIRST NATION PARTIES ENGAGEMENT AT LEVELS 2, 3 AND 4

- 6 (1) Within five business days of receiving an Application Package, the First Nation Parties will notify the Provincial Agency whether:
 - (a) the Application Package is complete,
 - (b) the initial Engagement Level assigned by the Provincial Agency under subsection 2(2) is appropriate,

- (c) the timeframe proposed under Section 5 (1)(vii) for providing written comments is adequate, and
 - (d) if practical, the First Nation Parties intend to provide joint or separate responses
- (2) If the Application Package includes materially inaccurate information or is materially incomplete, the timeframe for the First Nation Parties to submit written comments will not begin until the First Nation Parties and the Provincial Agency agree that the Application Package is complete and accurate.
- (3) If the First Nation Parties determine that the Engagement Level proposed under Section 2(2) is not appropriate, they will:
 - (a) propose an alternative Engagement Level, and
 - (b) if the Provincial Agency requests them, provide their reasons.
- (4) Where the First Nation Parties propose the elevation of the Engagement Level from 2 to 3, the higher engagement level will ensue, and if the Provincial Agency requests it, the First Nation Parties will provide their reasoning for the proposed elevation.
- (5) Where the First Nation Parties propose the elevation of the Engagement Level from 3 to 4, the Provincial Agency and First Nation Parties will discuss the proposal in a timely manner with a goal of Seeking Consensus on an appropriate level.
- (6) Where the First Nation Parties propose the elevation of the Engagement Level from 2 to 4, the Provincial Agency and First Nation Parties will discuss the proposal in a timely manner with the goal of reaching consensus on an appropriate level.
- (7) The Provincial Agency and First Nation Parties may agree to change the Engagement Level as new information becomes available. They will work towards consensus on resulting changes to timelines and information requirements.
- (8) If the First Nation Parties or the Provincial Agency determine that more time is required to respond to the Application, they will contact the other party to determine a mutually acceptable timeframe.
- (9) The First Nation Parties or the Provincial Agency may, with regard to a particular Application Package, request an expedited timeframe that is mutually agreeable.
- (10) Upon confirmation of completion of the Application Package and Engagement Level, the Provincial Agency and First Nation Parties will proceed to the steps as set out under Sections 7, 8, or 9.

7 ENGAGEMENT LEVEL 2

- 7 (1) Within 30 business days of confirming the Parties' agreement that the Engagement Level is 2, the First Nation Parties will provide recommendations respecting the First Nation Party's interests.
- (2) If the Provincial Agency receives notice from the First Nations Parties that they will not be providing a response as set out in 7 (1), the Decision Maker may proceed with the decision and notify the First Nations Parties within 10 business days after the decision has been made.
- (3) Throughout the Engagement Analysis Stage, the Parties will exchange information and views in a collaborative and open manner with the goal of seeking consensus on recommendations within 30 days.
- (4) If the First Nations Parties inform BC of no concerns within the timeframe specified or the alternative timeframe established under 7(3), the Decision Maker may proceed with the decision and will notify the First Nations Parties within ten business days after the decision has been made.
- (5) Following reasonable attempts, including making direct contacts, to receive the views of First Nations Parties, and if those views have not been provided, BC may make a decision and notify the First Nations Parties within ten business days.
- (6) A Decision Maker will give serious consideration to written comments provided by the First Nations Parties with the goal of, where possible, seeking a consensus on the decision of that Application.
- (7) If a Decision Maker makes a decision about an Application that they believe is consistent with written comments provided by a First Nation Party under 7(3), the Decision Maker will provide, within ten business days, written notification of the decision and, if requested by the First Nation Party, identify how the First Nation Party's written comments have been addressed.
- (8) If the Decision Maker is considering a decision about an Application that they believe is not consistent with the written comments provided under 7(3), the Decision Maker, or a senior representative of the Decision Maker, will notify the First Nation Party of the proposed decision and, if requested, provide a summary of how the First Nation Party's written comments have been considered.
- (9) If a First Nation Party wishes to meet to discuss the Application, it will notify the Decision Maker, or its representatives, within ten business days after notification under Subsection (8).
- (10) If a First Nation Party provides notification under 7(9), the First Nation Party and Decision Maker will meet within five business days or other time period agreed to by the Parties and, if they agree, may invite the responsible officials or their representatives to the meeting.

- (11) If the First Nation Party does not notify the Decision Maker under Subsection (9), then the Decision Maker may proceed with the decision.
- (12) A Decision Maker will give serious consideration to the issues raised by the First Nation Party at the meeting under 7(10) with the goal of, where possible, achieving consensus when making a decision about an Application.
- (13) If a decision is not consistent with the comments provided by a First Nation Party under 77 (1) or the issues raised by the First Nation Party at the meeting under 7(10), the Decision Maker, or a senior representative of the Decision Maker, will notify the First Nation Party of the decision and, if requested by the First Nation Party, the Provincial Agency will, within ten Business Days after the decision has been made, identify to the First Nation Party how its written comments were addressed and why consensus was not achieved with regard to that Application.

8 ENGAGEMENT LEVEL 3

- 8 (1) Within 40 business days of confirming the Parties' agreement that the Engagement Level is 3, a First Nations Parties will notify the Provincial Agency whether it wants to meet to discuss the Application further with the Provincial Agency.
- (2) If the Provincial Agency receives notice from a First Nation Party that they will not be providing a response as set out in Subsection (1) and do not want to meet to discuss the Application, the Decision Maker:
 - (a) may proceed with the decision,
 - (b) will provide, within ten business days of making a decision, written notification of the decision, and
 - (c) if requested by a First Nation Party, will identify how the First Nation Party's comments have been addressed.
- (3) If a First Nation Party notifies a Provincial Agency under 8 (1) that it will provide written comments, it will provide those comments within 40 business days.
- (4) Throughout the Engagement Analysis Stage, the Parties will exchange information and views in a collaborative and open manner with the goal of achieving consensus on recommendations within 40 days.
- (5) If the First Nation Party informs BC of no concerns within the timeframe specified or the alternative timeframe established under Subsection (3), the Decision Maker may proceed with the decision and will notify the First Nations Parties within 10 business days after the decision has been made.

- (6) Following reasonable attempts, including making direct contacts, to receive the views of a First Nation Party, and those views have not been provided, BC may make a decision and notify the First Nations Parties within 10 business days
- (7) If a First Nation Party requests a meeting under 8 (1) or if a Provincial Agency requests a meeting, the Parties will meet in a timely manner to:
 - (a) discuss the views of all Parties with respect to the Application, including its potential impacts and benefits,
 - (b) consider any issues on which the Parties disagree,
 - (c) assess options to address the differences between the Parties, and
 - (d) seek consensus between parties on recommendations to the Decision Maker.
- (8) If a Decision Maker makes a decision about an Application that they believe is consistent with comments provided under Subsection (3), the Decision Maker will provide, within ten business days, written notification of the decision and, if requested by a First Nation Party, identify how the First Nation Party's written comments have been addressed.
- (9) If the Decision Maker is considering a decision about an Application that they believe is not consistent with the written comments provided under Subsection (3), the Decision Maker, or a senior representative of the Decision Maker, will notify the First Nation Party of the proposed decision and, if requested, provide a summary of how the First Nation Party's written comments have been considered.
- (10) If a First Nation Party wishes to meet to discuss the Application, it will notify the Decision Maker, or its representatives, within ten business days after notification under Subsection (8).
- (11) If a First Nation Party provides notification under Subsection (8), the First Nation Party and Decision Maker will meet within five business days or other time period agreed to by the Parties and, if they agree, may invite the responsible officials or their representatives to the meeting.
- (12) If the First Nations Parties do not notify the Decision Maker under Subsection (10), then the Decision Maker may proceed with the decision.
- (13) A Decision Maker will give serious consideration to the issues raised by a First Nation Party at the meeting under Subsection (11) with the goal of, where possible, achieving consensus when making a decision about an Application.
- (14) If a decision is not consistent with the comments provided by a First Nation Party under Subsection (3) or the issues raised by the First Nation Party at the meeting

under Subsection (11), the Decision Maker, or a senior representative of the Decision Maker, will notify the First Nation Party of the decision and, if requested by the First Nation Party, the Provincial Agency will, within ten business days after the decision has been made, identify to the First Nation Party how its written comments were addressed and why consensus was not achieved with regard to that Application.

9 ENGAGEMENT LEVEL 4

- 9 (1) The Provincial Agency will request that the Strategic Level Group meet within 20 business days of the Parties agreeing that the Engagement Level is 4, or other time period agreed to by the Parties, to:
 - (a) discuss the nature and scope of the Application,
 - (b) develop an engagement work plan, and
 - (c) identify topics to be addressed which may include
 - (i) potential impacts on and measures to accommodate the First Nations Parties' Aboriginal Rights,
 - (ii) potential impacts on and measures to address other the First Nations Parties' Interests,
 - (iii) potential benefits to the First Nations Parties,
 - (iv) a process to negotiate accommodation agreements, and
 - (v) resource revenue-sharing and other benefits, subject to the Parties securing the necessary mandates.
- (2) An engagement work plan prepared under Subsection 1(b) will
 - (a) establish a process and timelines for consultation and completion of an engagement report as set out in Subsection (3),
 - (b) consider developing terms of reference for the purpose of the engagement and its duration,
 - (c) propose a schedule for meetings,
 - (d) identify the participating Provincial Agencies,
 - (e) set out how information-sharing between the Applicant and the First Nations Parties will be coordinated with the Parties' engagement with respect to other Applications, and

- (f) identify the resources required, which may include financial resources agreed upon by the First Nations Parties and BC to support the First Nations Parties' participation in the process established under Subsection (a).
- (3) As part of the process established under Subsection (2), the Parties will prepare, either separately or together, and provide to the Decision Maker a report that sets out
 - (a) the views of the Parties with respect to the Application, including potential impacts and benefits,
 - (b) any issues on which the Parties disagree,
 - (c) an assessment of options to address the differences between the Parties, and
 - (d) recommendations supported by consensus of the Parties and any other recommendations separately made by the Parties about the Application.
 - (4) The Decision Maker will give serious consideration to the information in the report submitted under Subsection (3) prior to making a decision about the Application.
 - (5) If a Decision Maker makes a decision about an Application that they believe is consistent with the First Nations Parties' recommendations and consensus recommendations provided under Subsection (3)(d), the Decision Maker, or a senior representative of the Decision Maker, will provide, within ten business days, written notification of the decision and, if requested by a First Nation Party, identify how the interests raised by the First Nation Party, have been addressed.
 - (6) If the Decision Maker is considering a decision about an Application that they believe is not consistent with a First Nation Party's recommendations and consensus recommendations provided under Subsection (3)(d), the Decision Maker, or a senior representative of the Decision Maker, will notify the First Nation Party of the proposed decision and provide a written summary of how the First Nation Party's recommendations have been considered.
 - (7) If a First Nation Party wish to meet to discuss the Application, it will notify the Decision Maker, or its representatives, within ten business days after notification under Subsection (6).
 - (8) If a First Nation Party provides notification under Subsection (7), the First Nation Party and Decision Maker will meet within five business days or other time period agreed to by the Parties and, if they agree, may invite the responsible officials or their representatives to the meeting.
 - (9) If a First Nation Party does not notify the Decision Maker under Subsection (7) or the Parties do not meet under Subsection (8), then the Decision Maker may

proceed with the decision.

- (10) The Decision Maker will give serious consideration to the issues raised by a First Nation Party at a meeting under Subsection (8) when making a decision about an Application.
- (11) After a decision is made regarding an Application, the Decision Maker, or a senior representative of the Decision Maker, will notify the First Nations Parties of the decision and a Provincial Agency will, within ten business days after the decision has been made, identify to the First Nations Parties how the interests raised by them have been addressed.

10 BATCHING AND BUNDLING OF APPLICATIONS

- 10 (1) As an interim step, batching for groups of Applications is considered as a Level 4 engagement.
 - (2) With agreement of the Parties, multiple Applications of similar nature may be batched into a single referral, referred to as “batching”, to achieve:
 - (b) efficiency; and
 - (c) consideration of cumulative effects.
 - (3) With agreement of the Parties, Applications that relate to a single project may be bundled into a single referral, referred to as “bundling”, to achieve:
 - (b) efficiency; and
 - (c) consideration of cumulative effects.

11 ENGAGEMENT OF APPLICANTS

- 11 (1) A Provincial Agency may rely on an Applicant’s prior engagement with the First Nations Parties or delegate procedural aspects of consultation to an Applicant provided that the First Nations Parties are notified in a timely manner of:
 - (a) the specific Sections of the Engagement Framework that the Applicant is responsible for satisfying, and
 - (b) any delegated tasks not covered by the Engagement Framework.
- (2) Where a Provincial Agency has delegated procedural aspects of consultation to an Applicant, the Provincial Agency is responsible for:
 - (a) ensuring that the Applicant satisfies its delegated responsibilities and
 - (b) where needed, supporting the resolution of issues between First Nations Parties and Applicants.

- (3) Where a Provincial Agency intends to rely on an Applicant's accommodation or reconciliation efforts with the First Nations Parties to satisfy its obligations, if any, under the Engagement Framework, the Provincial Agency will:
- (a) Seek Consensus with the First Nations Parties regarding its intentions to do so, and
 - (b) discuss with the First Nations Parties whether they reached agreement with the Applicant, and any remaining role for the Province under the Engagement Framework
- (4) Where the Engagement Level is 3 or 4, the Provincial Agency will encourage the Applicant to undertake engagement and seek agreement with the First Nations Parties.

12 ISSUES RESOLUTION IN REGARD TO THE ENGAGEMENT FRAMEWORK

- 12 (1) Where a dispute arises at the Operational Level concerning the implementation of the Engagement Framework which cannot be resolved at that level, operational staff will refer the dispute to the Referrals Working Group for resolution.
- (2) Where a dispute is referred to it in accordance with (1), the Referrals Working Group will meet as soon as feasible in an attempt to collaboratively resolve the dispute.
- (3) Where the Referrals Working Group is unable to resolve the dispute referred to it in accordance with (1), it will refer the dispute to the Strategic Level Group which will proceed in accordance with Section 11 of the Main Part of the Agreement.
- (4) Where a dispute arises within the Referrals Working Group concerning the implementation, including interpretation, of the Engagement Framework which cannot be collaboratively resolved at that level, it will refer the dispute to the Strategic Level Group which will proceed in accordance with Section 11 of the Main Part of the Agreement.

13. ENGAGEMENT TIMELINE

Engagement levels	Business Days				
Level 1	N/A post-decision notification				
Level 2	5	30	10	5	
Level 3	5	40	10	5	
Level 4	5	20	TBC	10	5

- Initial review and assessment of application package and engagement level
- Engagement Analysis
- If applicable, decision to meet on recommendation and / or decision
- If applicable, post-recommendation / post-decision meeting

14. ENGAGEMENT MATRICES

Decisions under the *Forest Act* and the *Forest and Range Practices Act*

Decision Category	Decision	Delegated Decision Maker ¹	Consultation level (LM)
Allowable Annual Cut (AAC) at the Timber Supply Area	Timber supply reviews for AAC Cut (AAC) determination	Chief Forester	4
AAC	AAC apportionment	Minister Forests, Lands and Natural Resource Operations	3
Tree Farm Licence (TFL)	Management plan approval	Deputy Chief Forester	3
TFL	Timber supply reviews for AAC Cut (AAC) determination	Chief Forester	4
TFL	Deletion of Crown land (removal of crown land from TFL)	Minister Forests, Lands and Natural Resource Operations	3
TFL	TFL consolidation, and subdivision	Minister Forests, Lands and Natural Resource Operations	2
TFL	TFL replacement (Extension of term; administrative)	Minister Forests, Lands and Natural Resource Operations	3
TFL/ Forest Licence (FL)	Licence transfer	Minister Forests, Lands and Natural Resource Operations	3
FL	Forest licence/Non-replaceable forest licence (NRFL) Issuance	Regional Executive Director	4

Decision Category	Decision	Delegated Decision Maker¹	Consultation level (LM)
FL	Forest licence/Non-replaceable forest licence (NRFL) extension	Regional Executive Director	2
FL	FL consolidation, and subdivision	Regional Executive Director	2
FL	FL replacement	Regional Executive Director	4
Community Forest Agreement (CFA)	Timber supply reviews for AAC determination	Regional Executive Director	4
CFA	CFA management plan approvals	Regional Executive Director	3
CFA	CFA management plan amendments	Regional Executive Director	3
CFA	Probationary CFA transition into a CFA	Regional Executive Director	2
CFA	Boundary/Area amendment	Regional Executive Director (legislation indicates DM or RED but currently it is the RED)	2 or 3
CFA/ Woodlot Licence (WL)	Establishment and advertising of WL area. Establishment of CFA area	District Manager	4
WL	Timber supply reviews for AAC determination	District Manager	3
WL	WL plan approvals	District Manager	3
WL	WL plan amendments	District Manager	2
WL	Boundary/Area amendment	District Manager	2 or 3
WL	First Nations direct award of WL	District Manager	4
WL	WL replacement	Regional Executive Director	2
Timber Licence (TL)/WL/Forestry Licence to Cut (FLTC)	Licence transfer	Regional Executive Director	3
TL	Extension	Regional Executive Director	2
First Nation Woodland Licence (FNWL)	FNWL through treaty or interim measures agreement	Regional Executive Director	4
Land Act	Issue new <i>Land Act</i> Tenure over previously un-impacted site/submerged land generally related to forestry activities. Examples may	Minister Forests, Lands and Natural Resource Operations or designate	3

Decision Category	Decision	Delegated Decision Maker ¹	Consultation level (LM)
	include dryland sort and foreshore lease tenures		
Land Act	<i>Land Act</i> tenure amendments related to forestry activities. Examples may include dryland sort and foreshore lease tenures	Minister Forests, Lands and Natural Resource Operations or designate	2
Special Use Permits (SUP)	Issue new permit over previously un-impacted site. Examples may include logging camps, log sorts, and log dumps	District Manager	3
SUP	SUP amendment/ replacement/ issuance over previously developed site. Examples may include logging camps, log sorts, and log dumps	District Manager	2
Government Actions Regulation Orders (GARS)	Generally GARS serve to protect lands from development	District Manager	2
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	District Manager	2
Old Growth Management Areas (OGMA)	Amendment of OGMA. (Licensee to lead information-sharing according to the nature/significance of the amendment as per the consultation procedures. Supplemental consultation by MNRO may occur based on the outcome of licensee lead information sharing.)	District Manager	3
Recreation Sites and Trails (RST)	The establishment of new interpretive forest sites, recreation sites and recreation trails and their objectives. (Section 56 FRPA)	Sites and Trails BC Assistant Deputy Minister	2
RST	Dis-establish recreation sites and trails	Sites and Trails BC Assistant Deputy Minister	2

Decision Category	Decision	Delegated Decision Maker¹	Consultation level (LM)
RST	Authorize trail construction (Section 57 FRPA)	Sites and Trails BC Regional Manager/ District Recreation Officer	2
RST	Protection of recreation resources on Crown land (Section 58 FRPA) - Protect a recreation resource or to manage public recreation use	Sites and Trails BC Regional Manager	2
TFL/FL/CFA/WL/ FNWL	Cutting permit (CP) issuance (Supplemental consultation by FLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.)	District Manager	2 – if Applicant has done prior engagement 3 – if the Provincial Agency is consulting
TFL/FL/CFA/WL/ FNWL	Road permit (RP) issuance (Supplemental consultation by FLNRO (above level 1) may occur based on the outcome of licensee lead information sharing.)	District Manager	2 – if Applicant has done prior engagement with LM 3 – if the Provincial Agency is consulting
TFL/FL/CFA/WL/ FNWL	CP/RP minor amendments (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.)	District Manager	2
BC Timber Sales (BCTS) TSL/RP	TSL/RP issuance (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.)	Timber Sales Manager	3

Decision Category	Decision	Delegated Decision Maker¹	Consultation level (LM)
Road Use Permit (RUP) Issuance	RUP over existing Forest Service Roads for industrial use	District Manager	1
Forest Stewardship Investment	Sustainable forest management planning; management unit and watershed level strategies/plans; resource inventories; monitoring; decision support; stand treatments; recreation, etc. Intended to improve the economic and ecological stability of the forest land base (Consultation levels guided by the Land Based Investment First Nations Information Sharing Guidelines 2013)	District Manager	1-4 (in accordance to Land Based Investment First Nations Information Sharing Guidelines)
Free Use Permits	Free Use Permits for First Nations' traditional and cultural activities	District Manager	1
Misc. Forest Tenure	Authority to harvest timber by Crown agents. (<i>Forest Act</i> Sec 52) May be used for heli pad clearing for BCTS, research branch destructive sampling, and parks staff	District Manager and Timber Sales Manager	1
Occupant Licence to Cut (OLTC,) /FLTC	Licence to cut issuance (minor cutting, small scale salvage, recreation sites and trails)	District Manager and Regional Executive Director	1
FLTC	Salvage permit (i.e. commercial operators seeking cedar)	District Manager	2
OLTC/ FLTC	Community wildfire protection (FLTC). Non-emergency licence to cut for wildfire prevention	Regional Executive Director	2
OLTC/ FLTC	OLTC issuance. Tree removal required for new infrastructure/ facilities installations. Most are consulted on in association with Land Act tenures	District Manager	1
OLTC/ FLTC	Forestry licence to cut issuance by BC Timber Sales	Timber Sales Manager	1 (contact the Provincial Agency on

Decision Category	Decision	Delegated Decision Maker ¹	Consultation level (LM)
			use of possible firewood)
TFL/FL/CFA/WL/FNWL	Forest Stewardship Plan (FSP) /Woodlot Licence Plan (WLP) review and approval, including major amendments to FSP (Supplemental consultation by FLNRO may occur based on the outcome of licensee lead information sharing.)	District Manager	3
TFL/FL/CFA/WL/FNWL	FSP and WLP extensions	District Manager	2
Range Tenure	Range use plan or stewardship plan issuance	District Manager	3
Range Tenure	Range use plan or range stewardship plan extensions	District Manager	2

Decisions under the *Water Sustainability Act*

Decision	Description	Engagement level
Amendments on existing water Licences for surface and groundwater source, Section 26(1)	Extend time for beginning or completion of works, extend time, correct an error, remove provisions or change purpose	1
Amendments: Transfer of appurtenancy of an authorization for surface or groundwater, Section 27	Transfer the existing licence from the land the licence is appurtenant to, to another parcel of land in the vicinity	1
Apportionment of rights under licence, Section 28	Enables water rights held under once licence to be apportioned into more than once licence when, for example, land is sub-divided, or the licence is appurtenant to more than one parcel now owned by different persons.	1
Section 26, 27, 28	If works take over Crown land	2
Amendment of a Section 11 Change approval	Related to: correct an error in approval, remove provision of approval; extend time set for completion of works; extend term of approval	1
Compliance and Enforcement Orders	Orders that may be issued in order to address compliance issues, such as remediation of a stream.	1

Emergency Approvals (case by case basis)	Approvals for changes in and about a stream issued under emergency situations, where the criteria outlined in the Water Regulation are met.	1
Licences for surface water ≤2.273 m ³ /day (≤ 500 gad)	Simple domestic licences for small quantities of water used for household consumption. Typically works are a screened intake and an above ground pipe to the house or tank.	1
Licences for surface water ≤2.273 m ³ /day (≤ 500 gad) – impacts on Crown Land		2
All other Licences for surface or groundwater source ≤113.7m ³ /day (<25,000 gad)	These licences may include irrigation, restaurant, lodge, camp, conservation projects, land improvement purpose.	3
Short Term Use of water approvals, Section 10	Use approvals are for the short-term use of water for a term not exceeding 24 months.	2
Short Term Use of water approvals, Section 10	No impact to source or land and / or is associated with a project already consulted on; or is not a renewal or does not have impacts on fish and fish habitat	1
Changes in and about a stream, Section 11 (except for emergency)	These are for all works in and about a stream which may include gravel removal, bank erosion protection, stream diversion, sediment ponds, dredging, flood protection works, etc. Escalate engagement level should it be associated with large-scale projects	2-4
Amendment of a Section 11	Typically, very minor changes in works or it may only be an extension of time to construct the works.	2
Licences For surface or ground water source >113.7m ³ /day (>25,000 gad).	Generally larger projects such as irrigation, industrial purpose, water works, mills, etc.	4
Clean Energy Projects		4
Water Sustainability Plans		4
Water reservation – Order in Council		4
Existing use groundwater		2

Appendix C: List of Applicable Provincial Legislation

Proposed activities under the following statutes are subject to consultation under the Engagement Framework:

Forest Act

Forest and Range Practices Act

Water Sustainability Act

Appendix D: Annual Report Template

Planned Activity/Priority	Lead	Outcome
Leq'á:mel First Nation participation in the Engagement Process	Leq'á:mel First Nation	Total # of referrals received # referrals responded to by Engagement Level
Matsqui First Nation participation in the Engagement Process	Matsqui First Nation	Total # of referrals received # referrals responded to by Engagement Level