

**LAND AND RESOURCE
DECISION MAKING AGREEMENT**

This Agreement is dated the 17 day of March, 2023

BETWEEN

**HIS MAJESTY THE KING
IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
as represented by the Minister of Indigenous Relations and Reconciliation
(the “Province”)**

AND

**NLAKA’PAMUX NATION TRIBAL COUNCIL
and the Nlaka’pamux Member Communities of
BOOTHROYD INDIAN BAND
LYTTON FIRST NATION
OREGON JACK CREEK BAND
SKUPPAH INDIAN BAND**

(for the purposes of this agreement the “NNTC”)

(Collectively referred to as the “Parties”)

WHEREAS:

- A. The NNTC is a governing entity of the Nlaka’pamux responsible for aboriginal rights and title and is a tribal council representing the interests of various member communities, including Boothroyd Indian Band, Lytton First Nation, Oregon Jack Creek Band and Skuppah Indian Band, and they have each designated the NNTC as the party to enter into this Agreement on their behalf and on behalf of their Members.
- B. The Nlaka’pamux people have aboriginal title and rights in Nlaka’pamux Territory.
- C. The Parties are working to advance reconciliation and implement the human rights standards in the *United Nations Declaration on the Rights of Indigenous Peoples* (“UN

Declaration”) through new forms decision-making, economic relationships, and other measures and agreements.

- D. The Province and NNTC entered into a Framework Agreement in 2012 (“Framework Agreement”) setting out certain principles and procedures for negotiating one or more agreements that address shared decision-making and economic relations, and in 2014 entered into the and Resource Decision Making Pilot Project Agreement (“the 2014 Pilot Agreement”). In 2020, the Parties extended the 2014 Pilot Agreement to March 31, 2023.
- E. The Parties signed the Nlaka’pamux Nation Tribal Council and British Columbia Political Accord on Advancing Recognition, Reconciliation and Implementation of Title and Rights (“Accord”) in 2017 which intended to bring further cohesion to efforts between NNTC and the Province regarding recognition and implementation of title and rights, and frame a shared path forward.
- F. The relationship between the Parties with respect to land and resource decision making, and the legal and governance contexts for decision making, have evolved since the 2014 Pilot Agreement, including as a result of the Accord, the *Tsilhqot’in Nation* decision of the Supreme Court of Canada, the *Draft Principles that Guide the Province of British Columbia’s Relationship with Indigenous Peoples*, and the passage of the *Declaration on the Rights of Indigenous Peoples Act (DRIPA)*. The Parties wish to enter into this amended and restated Land and Resource Decision Making Agreement regarding land and resource decision making to implement the Accord, advance the implementation of the UN Declaration in their relationship, as well as build on the mutual learning through the Parties’ efforts to implement the 2014 Pilot Agreement.
- G. On March 31, 2021 the Parties entered into the Comprehensive Forestry Agreement to develop a long-term vision and framework for the Parties’ relationship regarding Forest Resources in Nlaka’pamux Territory.
- H. Since July 2021 the Parties have been engaged in a facilitated process to help strengthen their relationship. In January 2022 the Parties accepted recommendations from the facilitator, including about the updating of the 2014 Pilot Agreement as well as the negotiation of potential future agreements (“Facilitator Recommendations”).
- I. The purpose of this Agreement is to revitalize the land and resource decision-making processes between the Parties in ways that reflect the evolving context, mutual learnings, the Accord, and are consistent with the Facilitator Recommendations.

NOW THEREFORE, the Parties agree as follows:

Definitions:

“**Annual Work Plan**” means the document developed by the Parties in accordance with section 5.11;

“Application Package” means the information about a proposed Decision or a group of related proposed Decisions uploaded by a Provincial Agency to the TWG SharePoint sites established under section 5.0;

“Board” means the Shared Decision-Making Board established under section 4.2;

“Board Report” means a report to the Board by a Technical Working Group or either Party in accordance with an Annual Work Plan and the Technical Working Group Terms of Reference;

“Business Day” means a day, other than Saturday or Sunday, or any other day on which banks in the city of Vancouver, British Columbia are required to be closed. Any other reference to “days” in this Agreement shall refer to calendar days;

“ECDA” means the Economic and Community Development Agreement between the Province and NNTC dated March 29, 2013;

“Effective Date” means the last date this Agreement has been fully executed by the Parties;

“Decision” means a statutory authorization, permit, licence, approval, or land disposition granted by a Provincial Agency under a statute listed in Appendix F and its associated regulations, in relation to land and resources within Nlaka’pamux Territory that may potentially impact Nlaka’pamux Aboriginal Rights, excluding environmental assessment processes, approvals, or certificates by the Province or Canada and online registration under the *Mineral Tenures Act*;

“Dispute” means a disagreement about the interpretation or implementation of this Land and Resource Decision Making Agreement, not including a dispute arising under shared decision-making engagement;

“Governance and Jurisdiction Reconciliation Initiative” mean the Governance and Jurisdiction Reconciliation Initiative described in Appendix E;

“Implementation Manager” means the individuals appointed by NNTC and by the Province pursuant to section 4.6(b);

“Leadership Table” means the NNTC – BC table described in sections 3.1 – 3.2;

“Member” means any individual who is a member or entitled to be a member of a Member Community under the *Indian Act*, RSC 1985, C. I-5, as amended, who is entitled to exercise Nlaka’pamux Aboriginal Rights;

“Member Communities” means Boothroyd Indian Band, Lytton First Nation, Oregon Jack Creek Band, and Skuppah Indian Band, each a “Band” within the meaning of the *Indian Act* who are members of the NNTC;

“Nlaka’pamux Aboriginal Rights” means asserted or determined aboriginal rights, including aboriginal title, which are or may be recognized and affirmed by section 35(1) of the *Constitution Act, 1982*, whether those aboriginal rights are asserted by or determined to be the rights of some or all of the Nlaka’pamux, NNTC or one or more of the Member Communities;

“Nlaka’pamux Territory” means, for the purposes of this Agreement, the geographical area of the Nlaka’pamux Nation and the Member Communities, as depicted on the map attached as Appendix A;

“Provincial Agency” means the Ministry of Forests including BC Timber Sales (BCTS), the Ministry of Land, Water, and Resource Stewardship, the Ministry of Energy, Mines and Low Carbon Innovation, the Ministry of Environment and Climate Change Strategies, and the Ministry of Transportation and Infrastructure;

“Recommendations” means recommendations in relation to a proposed Decision or Strategic Decision that are developed by the Shared Decision-Making Board and provided to NNTC and to the relevant Provincial Agency in accordance with this Agreement;

“Reconciliation Initiatives” means the initiatives identified in Section 6.0 intended to supplement or expand the current efforts of the Parties to advance reconciliation and the implementation of the UN Declaration in their relationship.

“Relationship Issue” means an opportunity, issue or disagreement that arises between the Parties that may affect the government-to-government relationship that the Parties share, but does not include a disagreement about a Decision;

“Single Point of Contact” means the individuals appointed by NNTC and by the Province under section 4.6(a);

“Strategic Decision” means a decision that has the potential to adversely affect Nlaka’pamux Aboriginal Rights but is not triggered by an application for a Decision and for greater certainty the Strategic Decision may include a statutory authorization by a Provincial Agency under the legislation identified in Appendix F;

“Technical Working Group or TWG” means the technical working group established under section 4.5 for proposed Decisions or Strategic Decisions related to a particular subject area such as forestry, mining, or transportation, proposed Decisions or Strategic Decisions within a particular geographic area within Nlaka’pamux Territory, or for proposed Decisions or Strategic Decisions related to a specific project; and

“Terms of Reference” means the terms of reference set out in Appendices B, and C.

1.0 Geographic Area and Parts of this Agreement:

1.1 This Agreement applies throughout Nlaka’pamux Territory as set out in Appendix A.

1.2 The following Appendices are attached to and form part of this Agreement:

Appendix A: Map of Nlaka’pamux Territory

Appendix B: Shared Decision-Making Board Terms of Reference

- Appendix C: Technical Working Group Terms of Reference
- Appendix D: Form of Board Report on Decisions and Strategic Decisions
- Appendix E: Workplan for Governance and Jurisdiction Reconciliation Initiative
- Appendix F: Schedule of Applicable Legislation
- Appendix G: Sample Board Recommendation

2.0 Purpose

2.1 The purpose of this Agreement is to:

- (a) Establish an approach and process for land and resource decision making that implements shared decision-making, is consistent with the provisions of the Framework Agreement, helps implement the Accord and the Facilitator Recommendations, and advances the implementation of the UN Declaration in the relationship between the Parties;
- (b) Provide for a process through which the Parties will seek to reach consensus and implement shared decision-making, and where NNTC provides notice of its consent or lack of consent with respect to proposed Decisions and Strategic Decisions;
- (c) Further advance reconciliation between the Parties, including through the Reconciliation Initiatives, based on recognition and implementation of Nlaka'pamux Aboriginal Rights and the implementation of the UN Declaration; and
- (d) Advance, clarify, and support a political and technical working relationship between the Parties that is based on trust and respect for each other's governance systems, laws, and jurisdictions, and support the Parties working collaboratively with the overall goal of increasing the likelihood that decision making between the Parties will be more efficient and cohesive, and effectively advance reconciliation between them.

3.0 Political and Senior Official Structures

NNTC – BC Leadership Table

3.1 The Parties will establish a Leadership Table made up of the following:

- (a) The Chair of the NNTC;
- (b) The Chiefs of the Nlaka'pamux Communities;

- (c) The Minister of Indigenous Relations and Reconciliation;
- (d) The Minister of Forests; and
- (e) Other Ministers of British Columbia when appropriate the subject-matter of a meeting of the Leadership Table.

3.2 The Leadership Table will meet at least annually to review and provide direction on the implementation of this Agreement, address any Relationship Issues that have been referred to the Leadership Table, review progress on the Reconciliation Initiatives, and discuss the progress of the relationship of the Parties.

Senior Steering Committee

3.3 The Parties will establish a Senior Steering Committee made up of the following:

- (a) The Chair of the NNTC and one other senior representative from NNTC; and
- (b) Assistant Deputy Ministers from the Ministry of Indigenous Relations and Reconciliation, Ministry of Forests, Ministry of Energy, Mines, and Low Carbon Innovation and Assistant Deputy Ministers from other Ministries when appropriate given the subject-matter of a meeting of the Senior Steering Committee.

3.4 The Senior Steering Committee shall be co-chaired by the Chair of the NNTC and the ADM of MIRR. The Co-Chairs may meet by phone or in-person in-between meetings of the Senior Steering Committee to address issues that may arise and may jointly call emergency meetings of the Committee.

3.5 The Senior Steering Committee shall:

- (a) Guide the Reconciliation Initiatives;
- (b) Address Relationship Issues referred by the Board;
- (c) Provide guidance, where requested by the Board, on Strategic Decisions;
- (d) Provide guidance on the implementation of the Agreement, including addressing Disputes referred by the Board; and
- (e) Confirm agendas and areas of focus for the Leadership Table.

3.6 The Senior Steering Committee will meet at least quarterly, and may meet more frequently as requested by the Board.

3.7 The Senior Steering Committee will appoint leads to implement the Reconciliation Initiatives and will ensure the leads have the necessary direction and support to advance the Reconciliation Initiatives.

4.0 Shared Decision-Making Commitments and Structures

Shared Decision-Making Commitments

- 4.1 The Parties agree that they will be guided by the following commitments in implementing shared decision-making regarding Decisions and Strategic Decisions through this Agreement:
- (a) A commitment to operate in a collaborative manner, including striving to create an environment of respect, openness, candor, and trust;
 - (b) A commitment to learning about NNTC's perspectives and insights related to Nlaka'pamux Aboriginal Rights, including developing an understanding of Nlaka'pamux worldview, culture, and way of life, spirituality, laws, governance system, economy and social structure;
 - (c) A commitment to upholding the standards of the UN Declaration, and meeting the obligations in the *Declaration on the Rights of Indigenous Peoples Act*;
 - (d) A commitment to relations based on the recognition and implementation of Nlaka'pamux Aboriginal Rights;
 - (e) A commitment to respecting NNTC's processes of governance and Nation rebuilding, including its protocols and practices with other Nlaka'pamux communities and neighbouring First Nations;
 - (f) A commitment to learning about the Province's mandates, business plans, perspectives and interests related to new and existing policy and legislation, and recognizing the Province has legal obligations to proponents, and legal and constitutional obligations to Indigenous peoples, that informs how it engages;
 - (g) A commitment to identifying when the Parties need time and space to engage their respective policy and legal experts to resolve issues and craft solutions tailored to meet NNTC and Provincial interests;
 - (h) A commitment to seek and review new and existing opportunities to engage with proponents and where appropriate, to bring them into conversations about land and resource decisions;
 - (i) A commitment to striving for consensus on Recommendations and to resolving disagreements early and co-operatively at the at the appropriate level;
 - (j) A commitment to respectful and effective discussions, including through Board and TWG members working to be thoroughly prepared before meetings;
 - (k) A commitment to striving to move away from transactional engagement towards a comprehensive understanding of how proposed activities relate to each other, the

connection between proposed current activities and broader projects and planning;
and

- (l) A commitment to understanding how the Parties' each have governance and legal obligations that need to be met, and may inform their approach to shared decision-making implementation.

Shared Decision-Making Board

- 4.2 The Parties will establish a shared decision-making Board, composed of:
 - (a) two or three representatives from the Province at their own discretion; and
 - (b) two or three representatives of the NNTC at their own discretion.
- 4.3 The Parties may, based on mutual agreement, jointly appoint an independent individual to chair and facilitate the meetings of the Board.
- 4.4 The Board shall:
 - (a) Review and confirm Annual Work Plans;
 - (b) Review Board Reports related to Decisions and Strategic Decisions, and make Recommendations;
 - (c) Identify Relationship Issues that may arise in the review of Decisions or Strategic Decisions, and seek to resolve them or refer them by report to the Senior Steering Committee;
 - (d) Prepare materials to brief and support the Senior Steering Committee and the Leadership Table;
 - (e) Develop practices to document the administrative functioning of the shared decision-making engagement; and
 - (f) Consistent with this Agreement and any additional direction from the Parties, establish working groups for specific sectors or decision types, as required.

Board Support Structures

- 4.5 The Board will establish forestry (including BC Timber Sales), mining, and transportation Technical Working Groups responsible for the following in accordance with the Technical Working Group Terms of Reference in Appendix C:
 - (a) develop and implement Annual Work Plans;
 - (b) compile and review Application Packages;
 - (c) review NNTC screening of Application Packages;

- (d) determine pathways for Strategic Decisions;
- (e) develop and communicate proponent engagement strategies;
- (f) provide Board Reports to the Board in the form set out in Appendix E; and
- (g) tracking and reporting on Decisions and Strategic Decisions including timelines identified in Technical Working Group Work Plans.

4.6 The Parties will each appoint:

- (a) a Single Point of Contact (SPC) for each Technical Working Group who is the primary liaison responsible for leading development of the Annual Work Plan, bringing all proposed Decisions and Strategic Decisions to the relevant Technical Working Group and coordinating with the Implementation Manager; and
- (b) Implementation Managers responsible for the implementation of procedural aspects of the Board process, change management, development of Board agendas and coordinating with Technical Working Groups.

4.7 The Parties acknowledge that the role of the Board may change over time, and as such that new support structures and interim ad hoc arrangements may be needed to support the work of the Board.

Continuous Improvement

4.8 The Parties are committed to a learning approach to implementing their shared decision-making model and process, where continuous improvement is sought through assessment and analysis, and seeking direction on changes.

4.9 A learning approach will be supported by the following:

- (a) An annual review of challenges and progress in implementing the shared decision-making model will be presented to the Leadership Table, and direction from the Leadership Table will be received on how to improve;
- (b) An annual meeting of the Senior Steering Committee with the goal of identifying approaches to improving implementation of the shared decision-making model;
- (c) Annual tracking and reporting to the Senior Steering Committee by the Board of the effectiveness of the engagement process described in section 5.0 including:
 - (i) the number of Decisions and Strategic Decisions made by Provincial Agencies and the NNTC which reflect joint recommendation made by the Board;
 - (ii) the number of consent and no consent notices issued by NNTC;
 - (iii) how lack of consensus or Relationship Issues arising from Decisions or Strategic Decisions were resolved, or not resolved; and

- (iv) the completion of work identified in Annual Work Plans;
- (d) The on-going development of recommendations to the Parties by the Board and the Technical Working Group on the following:
 - (i) further development of approaches to understanding Nlaka'pamux Aboriginal Rights, resource management laws and principles, and approaches to upholding the standards of the *United Nations Declaration on the Rights of Indigenous Peoples*; and
 - (ii) further development of strategic approaches to shared decision making and dispute resolution.

5.0 Shared Decision-Making Process

Scope and Application

- 5.1 The shared decision-making process for proposed Decisions and Strategic Decisions arising from the applicable legislation identified in Appendix F is set out in this section 5.0.
- 5.2 The Parties will use the process outlined below to fulfill their obligations under this Agreement with respect to proposed Decisions and Strategic Decisions.
- 5.3 The Parties confirm their mutual intent, based on the Facilitator Recommendations, to have the shared decision-making process apply to all decisions or strategic decisions by the Province in a staged process. The Parties will undertake the following steps to confirm when the shared decision-making process in this section may expand to decisions or strategic decisions beyond the current scope of this Agreement:
 - (a) In advance of the first Leadership Table meeting to be held after the signing of this Agreement, the Leadership Table will appoint a team to prepare recommendations for the Senior Steering Committee on whether and how the use of the shared decision-making process may be expanded to legislation or decision types not included in Appendix F, including the recommendation for engagement for online filing of mineral claims in alignment with any legislative reform process of the Mineral Tenures Act that the Province may be undertaking. The recommendations will include consideration of the learning undertaken pursuant to section 4.9; and
 - (b) The Senior Steering Committee will consider the recommendations, including having dialogue, as necessary, with other senior officials of each Party, and prepare a final recommendation for consideration by the Leadership Table.
- 5.4 The Leadership Table will consider the recommendations, and determine what next steps may be taken regarding the inclusion of additional legislation or more decision types in Appendix F.

- 5.5 Where it is agreed by the Leadership Table that additional legislation or more decision types will be included in Appendix F the Parties will, in writing, amend Appendix F.
- 5.6 The Parties acknowledge that there may be instances where a proposed decision under legislation that is not yet included in Appendix F, would benefit from being subject to the shared decision-making process. By mutual agreement in writing, the Parties may confirm that a proposed decision under legislation that is not yet included in Appendix F will be addressed through the shared decision-making process.
- 5.7 Subject to section 5.6, the Parties acknowledge that engagement and decision making regarding proposed decisions under legislation that is not yet included in Appendix F will take place in accordance with the common law. The Parties further acknowledge that learnings and insights from the application of the shared decision-making process may inform how they engagement and decision making takes place on proposed decisions under legislation not yet included in Appendix F.
- 5.8 Any communications and discussions between the Parties or between members of the Board and Technical Working Groups with respect to specific Decisions and Strategic Decision are “with prejudice” and may be relied upon by the Province or NNTC in respect of that Decision, any other Decision, its obligations to other aboriginal groups and in any subsequent administrative or legal proceedings.
- 5.9 Except as provided in 5.8, in order to allow for creative discussions of land and resource matters, the Parties may agree to have discussions on a “without prejudice” basis and where there is such agreement:
- (a) the fact that discussion has occurred may be relied on by a Party in administrative or legal proceedings; and
 - (b) the substance of the discussions are “without prejudice,” will be identified as such and may not be introduced into evidence or relied upon by any Party in any administrative or legal proceedings.
- 5.10 The Parties acknowledge that, as of the Effective Date of this Agreement, the ECDA section 9(1) and (2) provides an interim engagement process regarding proposed Decisions in respect of Highland Valley Copper mine and agree the interim process in Appendix 3 of the ECDA is replaced or superseded by the process set out in this Agreement.

Annual Work Planning

- 5.11 Each Technical Working Group will jointly develop and maintain Annual Work Plans for engagement on proposed Decisions and Strategic Decisions which are to be approved annually by the Board no later than June 30th and will include:
- (a) categories, timelines, and phasing for proposed Decision and Strategic Decision types that take into account both the Province and NNTC decision-making priorities, processes and interests;

- (b) identification of proposed Decision or Strategic Decision types or locations which NNTC does not intend to comment on, recognizing that NNTC may identify concerns to the Board at the operational stage of the activity where issues arise;
 - (c) consideration of NNTC approaches to decision-making, including information requirements of importance to NNTC;
 - (d) identification of policy and strategic initiatives to assist in moving away from transactional engagement and the integration of NNTC priorities, policies, and laws, into shared decision-making;
 - (e) where possible, preliminary identification of information requirements to assist in the policy and strategic initiatives and the integration of NNTC interests identified under (d) above;
 - (f) criteria to inform the development of recommendations on different types of Decisions or Strategic Decisions; and
 - (g) identification of the nature of engagement for different geographic areas within Nlaka'pamux Territory.
- 5.12 Amendments to Annual Work Plans, must be presented to the Board for approval in the form of a Board Report.
- 5.13 Upon receiving an Annual Work Plan from a Technical Working Group, the Board will review and seek to reach consensus on:
- (a) the categories, timelines, and phasing for proposed types Decision and Strategic Decisions; and
 - (b) the pathway and information requirements for strategic and policy issues that may need to be addressed to assist and support the shared decision-making of the Parties.
- 5.14 The Annual Working Plan will identify anticipated Strategic Decision types that may arise over the upcoming year, and identify the timeline for the TWG to provide a Board Report identifying the proposed steps to be followed to share information and develop options and perspectives for Board consideration regarding that Strategic Decision type.

Working Group Process

- 5.15 Each Technical Working Group will establish a regular meeting schedule and a SharePoint site for sharing information and Application Packages related to proposed Decisions and Strategic Decisions identified in the Annual Work Plans.
- 5.16 Each Technical Working Group meeting will carry out the following process for proposed Decisions and Strategic Decisions:

- (a) the relevant provincial Single Point of Contact or provincial member will present key information about proposed Strategic Decisions and the Application Package related to proposed Decisions in accordance with the Annual Work Plan, including the geographic location, to enable NNTC to complete a screening;
- (b) NNTC will present NNTC's screening of proposed Strategic Decisions and Application Packages at the next TWG meeting;
- (c) with respect to proposed Strategic Decisions and Application Packages that have been identified by NNTC for further review, the Technical Working Group members will identify actions which may include:
 - (i) a request for further information from the proponent;
 - (ii) bi-lateral engagement between the NNTC and the proponent; and
 - (iii) confirmation or adjustment of timelines as set out in the Annual Work Plan in respect of the proposed Decisions and Strategic Decisions discussed at each meeting;
- (d) proposed Decisions and Strategic Decisions that have been identified by NNTC, or by consensus of the Technical Working Group, as not requiring further review will be recorded by the Technical Working Group and can proceed to decision;
- (e) the Technical Working Group members will discuss in detail those proposed Strategic Decisions and Application Packages requiring further review and will seek to reach consensus on the timeline for delivery of a Board Report to the Board; and
- (f) where engagement for a proposed Decision under Technical Working Group review is still underway after 30 days past an agreed to timeline in 5.16(e), the Technical Working Group will provide progress reports to the Board.

5.17 In accordance with the Annual Work Plan and timelines agreed on under section 5.11(a) each Technical Working Group will provide Board Reports on proposed Decisions and Strategic Decisions, in the form set out in Appendix D, to the Implementation Manager to be incorporated into a Board agenda no later than one week in advance of a scheduled Board meeting.

5.18 If a Technical Working Group becomes aware of a Relationship Issue that it is not able to resolve without guidance, the Technical Working Group will:

- (a) at the earliest opportunity, provide a Board Report to the Board on the Relationship Issue that clearly defines the issue, how it arose, how it impacts the ongoing work of the Board, and ideas for how it may be addressed; and
- (b) The Technical Working Group will follow any guidance received, if any, from the Board regarding addressing the Relationship Issue.

5.19 For greater certainty, the identification of Relationship Issue by the Technical Working Group and a referral of the Relationship Issue to the Board does not alter or delay the process to be followed by the Technical Working Group under section 5.16.

Board Process

5.20 The Implementation Managers will work with the Technical Working Groups and the Board to develop the Board agenda in accordance with Appendix B.

5.21 Upon receiving a Board Report on proposed Decisions or Strategic Decisions, the Board will:

- (a) review the Annual Work Plans as needed;
- (b) assess the initial views of the Parties with respect to the proposed Decisions identified in the Board Report;
- (c) determine any additional information that may be required to complete the Board's assessment of the proposed Decisions;
- (d) affirm the steps that will be followed to review Strategic Decisions, including timelines and information requirements;
- (e) direct the TWG to complete further engagement steps, if needed; and
- (f) provide written Recommendations guided by the sample recommendation form in Appendix G.

5.22 When a progress report on a proposed Decision or Strategic Decision is received by the Board in accordance with section 5.16(f) the Board will identify an appropriate timeline for the TWG to complete engagement and provide direction on any other element of the engagement process highlighted by the TWG.

5.23 Notwithstanding the timeframe set out in the Annual Work Plan, a progress report, and/or a Board Report on proposed Decisions or Strategic Decisions, nothing shall preclude:

- (a) the Board from agreeing to revise the estimated timeframe if it reasonably determines it is necessary to do so upon receiving and reviewing further information pertinent to the proposed Decisions or Strategic Decisions; or
- (b) any Party from bringing a proposed Decision or Strategic Decision to the Board in the form of a Board Report set out in Appendix D with reasons why it is necessary to do so.

5.24 If the Board becomes aware of a Relationship Issue that it is not able to resolve without guidance the Board will:

- (a) at the earliest opportunity, provide a report to the Senior Steering Committee on the Relationship Issue that clearly defines the issue, how it arose, how it impacts the ongoing work of the Board, and ideas for how it may be addressed; and
 - (b) The Board will follow any guidance received, if any, from the Senior Steering Committee regarding addressing the Relationship Issue.
- 5.25 For greater certainty, the identification of Relationship Issue by the Board and a referral of the Relationship Issue to Senior Steering Committee does not alter or delay the process to be followed by the Board under section 5.21 regarding Decisions and Strategic Decisions.
- 5.26 The Board will strive to provide joint Recommendations for proposed Decisions and Strategic Decisions to NNTC and to the Province but in the event that the Board cannot agree on joint Recommendations, Board members may provide separate recommendations to NNTC and the relevant Provincial Agency.
- 5.27 At any time, NNTC may submit a notice of whether it consents or does not consent to a proposed Decision or Strategic Decision with the Recommendations to NNTC and the relevant Provincial Agency.
- 5.28 If the Province makes a decision about a proposed Decision or Strategic Decision that it believes is consistent with the joint Recommendations of the Board, then no further steps are required, unless notification of the decision is requested by NNTC.
- 5.29 Prior to making a Decision or Strategic Decision that is not consistent with the Recommendations of the Board, or where the Board has not reached consensus, the NNTC has made a separate recommendation or NNTC has provided a notice of lack of consent, the Province will notify the Board and, at the request of either Party, the appropriate representatives of the Parties will meet to discuss the proposed Decision or Strategic Decision.
- 5.30 If a meeting is required, the representative for or the decision-maker for the Province will provide NNTC with notice, through the Board, of any measures it is considering with respect to proposed Decisions and Strategic Decisions, and any other relevant information that will allow NNTC to understand the proposed Decision or Strategic Decision and to assist the Parties in seeking to reach consensus. The Parties will meet at the next scheduled Board Meeting, or at a time otherwise agreed.
- 5.31 The Province will not make a decision regarding the proposed Decision or Strategic Decision prior to the meeting under section 5.29, and the Parties may agree to further steps to be taken to try to resolve the disagreement about the Decision or Strategic Decision, which may include the matter being referred back to the Board with guidance, facilitation, or mediation.
- 5.32 Where a Decision or Strategic Decision is not consistent with the joint Recommendations of the Board or the issues raised in a separate Recommendation by NNTC members of the Board, or where the NNTC has provided a notice of lack of consent, the Province will notify

NNTC of the decision and will provide a written rationale for the decision and an identification of how Nlaka'pamux Aboriginal Rights have been addressed to NNTC within ten (10) Business Days after the decision has been made, unless the Parties agree that a written report is not required.

- 5.33 If required by the Province, the Board will provide supporting documentation setting out the Recommendations and facts relied upon in sufficient detail to accompany the Board Recommendations which may be disclosed by the Province to such persons and only to the extent necessary in order to satisfy the Province's common law duty in connection with the making of statutory decisions.

6.0 Reconciliation Initiatives

- 6.1 The Parties have identified the following Reconciliation Initiatives as priorities for further advancing reconciliation and meeting the standards of the UN Declaration in their relationship. The Parties acknowledge that achieving and implementing the Reconciliation Initiatives is subject to further mandates and approvals being acquired by both Parties.
- 6.2 The Parties will implement the Governance and Jurisdiction Reconciliation Initiative described in Appendix E.
- 6.3 The Parties, through the Board, will develop frameworks within 6 months of the completion of this Agreement for the following Reconciliation Initiatives:
- (a) the creation of a socio-cultural table to discuss socio-cultural matters, including family health and wellness;
 - (b) consistent with the Facilitator Recommendations, develop and seek a mandate for a decision-making pilot, pursuant to section 7 or section 6 of the *Declaration on the Rights of Indigenous Peoples Act*, with an initial priority on emergency management;
 - (c) consistent with the Facilitator Recommendations, an economic development agreement; and
 - (d) a "transportation corridor" relationship and management framework.
- 6.4 The frameworks will include
- (a) Scope of the Initiative;
 - (b) Purpose of the Initiative;
 - (c) Interests to be addressed;
 - (d) Implementation steps;
 - (e) Initial timelines; and

(f) Mandating and approval requirements and processes.

6.5 The workplans will be reviewed by the Senior Steering Committee. Once all required mandates and approvals are obtained by each of the Parties, the Board will oversee the implementation of the Reconciliation Initiative consistent with the Workplan.

7.0 Funding

7.1 The Province will provide NNTC funding in accordance with the following schedule of payments agreed to by the Parties to support the implementation of this Agreement:

- (a) \$700,000 for the provincial fiscal year ending March 31, 2024 to implement the Agreement following the Board's approval of the 2024 Annual Work Plans under s. 5.11;
- (b) \$700,000 for the provincial fiscal year ending March 31, 2025 to implement the Agreement following the Board's approval of the 2025 Annual Work Plans under s. 5.11; and
- (c) \$700,000 for the provincial fiscal year ending March 31, 2026 to implement the Agreement following the Board's approval of the 2026 Annual Work Plans under s. 5.11.

7.2 The Province will provide NNTC with \$400,000 within 30 days of signing this Agreement to support the Reconciliation Initiatives, including the framework outlined in Appendix E.

7.3 The Parties recognize that additional funding will be required for the Reconciliation Initiatives contemplated in Section 6.0, and for the final year of the term of this Agreement. After the completion of the initial work contemplated in 6.3 and the mandates to proceed are obtained, the Parties will meet annually to review the funding requirements associated with the Reconciliation Initiatives.

7.4 Notwithstanding any other provision of this Agreement, the payment to be provided by the Province to NNTC is subject to;

- (a) There being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, to enable the Province in any provincial fiscal year or part thereof when such payment is required, to make such payment; and
- (b) 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.

8.0 Representations and Warranties

8.1 NNTC represents and warrants to the Province, on which the Province has relied in entering into this Agreement, that:

- (a) It has the legal power, capacity and authority to enter into this Agreement and to carry out its obligations hereunder;
- (b) It has obtained or had the opportunity to obtain the advice of financial, legal, tax and other professional advisors with respect to this Agreement;
- (c) It enters into this Agreement for and on behalf of the NNTC, the Member Communities and the Members;
- (d) This Agreement is a valid and legal binding obligation of the NNTC and Member Communities; and
- (e) All necessary actions have been taken to authorize the execution and delivery of this Agreement to authorize its signatory to execute and enter into this Agreement by NNTC, including but not limited to, the passing of the necessary tribal council resolution and band council resolutions approving the terms of this Agreement, authorizing the performance of the undertakings and obligations pursuant to this Agreement, and authorizing a representative to execute and enter into this Agreement, each of which have been provided to the Province and which have not been varied, amended, repealed or replaced.

8.2 The Province represents and warrants to NNTC, on which NNTC has relied in entering into this Agreement, that:

- (a) It has the legal power, capacity and authority to enter into this Agreement and to carry out its obligation hereunder;
- (b) All necessary actions have been taken to authorize the execution and delivery of this agreement to authorize its signatory to execute and enter into this Agreement by the Province; and
- (c) This Agreement is a valid and legal binding obligation of the Province.

9.0 Amendment

9.1 This Agreement may be amended in writing upon the written agreement of the Parties.

9.2 The Parties may jointly agree in writing to accept additional Nlaka'pamux First Nations as parties to this Agreement and amend this Agreement to reflect that addition.

10.0 Dispute Resolution

- 10.1 The Parties enter into this Agreement to improve relationships and processes related to decision making, enhance collaboration and encourage effective working partnerships, mutual respect and accountability, and sections 10.2 to 10.4 are intended to reflect that view.
- 10.2 Sections 10.2 through 10.4 apply to issues arising out of the interpretation of this Agreement only and for greater certainty, those sections do not apply to Decisions.
- 10.3 If a matter arises that cannot be resolved by the Board within fourteen (14) Business Days, the Parties may refer the matter to the Senior Steering Committee to seek direction on any potential solutions.
- 10.4 If the matter cannot be resolved by either the Board or Senior Steering Committee within fourteen (14) Business Days after seeking direction under section 10.3, the Parties will consider whether the appointment of a facilitator or mediator or other mechanism may assist resolution of the matter.

11.0 Term, Termination and Withdrawal

- 11.1 Subject to section 9.1, the term of this Agreement expires on March 31, 2027.
- 11.2 Either the Province or NNTC may terminate this Agreement by providing the other Parties forty-five (45) calendar days advance written notice and stating the reasons for termination.
- 11.3 If notice of termination is provided under section 11.2, then prior to the expiry of the 45-day notice period the Deputy Minister of Minister of Indigenous Relations and Reconciliation and the Chair of the NNTC will discuss the reasons for termination, and whether there are any steps that may be taken that could result in the continuation of this agreement.
- 11.4 Where this Agreement is terminated by NNTC and the Province has made payments to NNTC under this Agreement, NNTC will remit any unspent funds to the Province within 30 days of termination.

12.0 General Terms

- 12.1 This Agreement does not create, amend, define, affirm, recognize, limit, deny, abrogate, extinguish, replace or derogate from any Nlaka'pamux Aboriginal Rights.
- 12.2 This Agreement is not intended to be interpreted in a manner that would affect or interfere with any legislative authority of the Province or the law-making authority of the Nlaka'pamux people under Nlaka'pamux laws, or fetter the discretion of Provincial or NNTC decision maker.

- 12.3 Nothing in this Agreement
- (a) is to be construed as or constitutes an acceptance by a Party of the position of the other Party regarding its jurisdiction, responsibilities and decision making authority;
 - (b) Except as contemplated herein, limits the position any Party may take in any legal or administrative proceedings or in any discussions or negotiations between the Parties; or
 - (c) is to be construed as or constitutes any admission of fact or liability by any Party.
- 12.4 This Agreement does not create, recognize, define, deny, limit, abrogate or derogate from, or amend any aboriginal or treaty rights of any other aboriginal group or any rights or responsibilities of the Province with respect to any other aboriginal group.
- 12.5 There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of any Party.
- 12.6 The word “including” is to be read as not limiting the generality or the preceding term or phrase.
- 12.7 This Agreement is not intended to affect any obligations that tenure or permit holders or other third parties may owe to the NNTC.
- 12.8 This Agreement is not a treaty or land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.
- 12.9 This Agreement may be executed by the Parties in any number of counterparts and delivered by facsimile or similar electronic means (PDF) and of the execution and delivery or such counterparts when taken together shall be deemed to constitute one and the same instrument.
- 12.10 This Agreement is to be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
- 12.11 Nothing in this Agreement affects the ability of any Party to respond to any emergency circumstances including responding to a “Major Event” as that term is defined in the Ministry of Transportation and Infrastructure’s Highway Maintenance Specifications 2018/19, as amended from time to time.
- 12.12 This Agreement and any amendments 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.
- 12.13 If any part of this Agreement is void or unenforceable at law, such invalid portion shall be severed from this Agreement and rest of the Agreement shall remain in effect and fully enforceable.

- 12.14 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.
- 12.15 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.
- 12.16 In this Agreement, any reference made to a statute includes all regulations made under that statute and any amendments or replacements.
- 12.17 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 require otherwise.
- 12.18 No term, condition, covenant or other provision of this Agreement will be considered to have been waived by the Parties unless such waiver is expressed in writing by the Parties.
- 12.19 The Province will use the processes set out in this Agreement to seek to fulfil the Province's obligations to consult and, if appropriate, accommodate Nlaka'pamux Aboriginal Rights in respect to proposed Decisions and Strategic Decisions.

13.0 Assignment

- 13.1 Neither NNTC nor any Member Community may assign, either directly or indirectly, this Agreement or any right under this Agreement without the prior written consent of the Province.

14.0 Notice

- 14.1 Where in this Agreement any notice or other communication is required to be given by any of the Parties, it will be made in writing. It will be effectively given:
- (a) by personal delivery to the address of the Party set out below, on the date of delivery;
 - (b) by pre-paid registered mail to the address of the Party mentioned in this Agreement, on the date the registered mail is delivered; or
 - (c) by facsimile or email, to the facsimile number or email address of the Party set out in this Agreement, upon confirmation of transmission of such facsimile or email.

14.2 The address, facsimile numbers and email address of the Parties are:

(a) NNTC:

Nlaka'pamux Nation Tribal Council
Box 430
1632 St. Georges Road
Lytton, BC V0K 1Z0
Fax: (250) 455-2565
Attention: Nadine Hoehne, Manager, Implementation
Email: nhoehne@nntc.ca

(b) British Columbia:

Ministry of Indigenous Relations and Reconciliations
2957 Jutland Road
Victoria, BC V8T 5J9
Fax: (250) 387 6073
Attention: Assistant Deputy Minister, Negotiations and Regional Operations Division
Email: Alexandra.Banford@gov.bc.ca

14.3 Any Party may at any time give notice to the other Party of any change of address, facsimile or email number in accordance with this section 14.0.

**HIS MAJESTY THE KING IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA,
As represented by the Minister of Indigenous
Relations and Reconciliation**



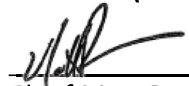
Honorable Minister Murray Rankin

Noah Mitchell

Witness Name
March 17, 2023

Date

**NLAKA'PAMUX NATION TRIBAL
COUNCIL (NNTC)**



Chief Matt Pasco
Tribal Chair

Lillian Grenier

Witness Name
March 13, 2023

Date




Chief Mike Campbell
Boothroyd Indian Band

Lillian Grenier

Witness Name

March 13, 2023

Date



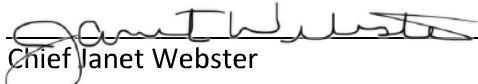
Chief Matt Pasco
Oregon Jack Creek Band

Lillian Grenier

Witness Name

March 13, 2023

Date



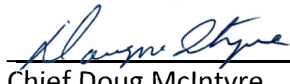
Chief Janet Webster
Lytton First Nation

Lillian Grenier

Witness Name

March 13, 2023

Date



Chief Doug McIntyre
Skuppah Indian Band

Lillian Grenier

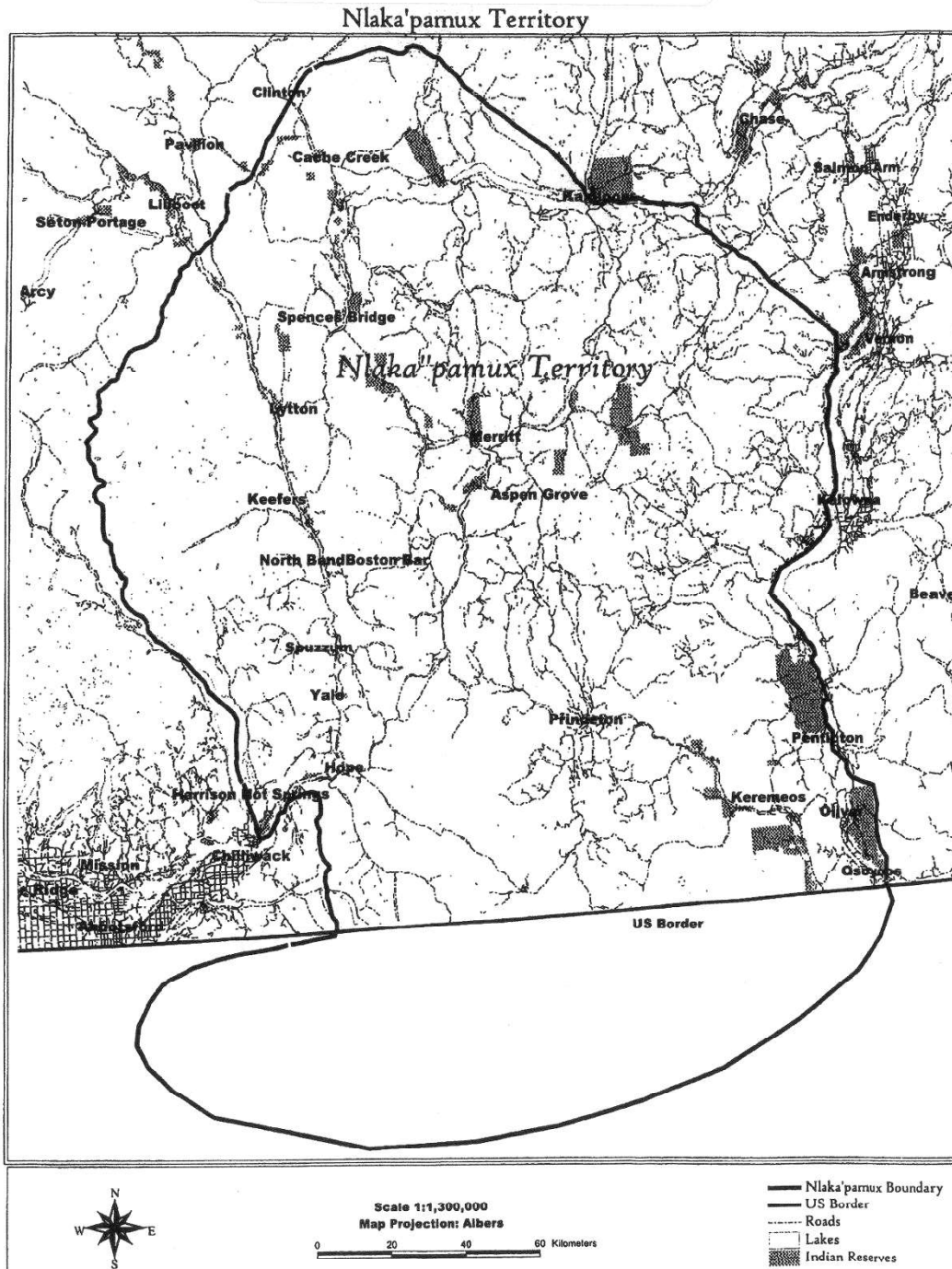
Witness Name

March 13, 2023

Date

Appendix A – Map of Nlaka'pamux Territory*

**This map is produced from ongoing research and work undertaken and compiled by Nlaka'pamux Nation Tribal Council. The representation that this map provides is not exhaustive and should not be understood as a complete or comprehensive view of the subject matter and subject area. NNTC reserves the right to update and modify this work as the related information continues to be collected.*



Appendix B – Shared Decision-Making Board Terms of Reference

Purpose

The purpose of the Shared Decision-Making Board is to make recommendations to the Province and NNTC in respect of Decisions and Strategic Decisions within the Nlaka’pamux Territory. The primary goals of the Board are to implement the processes described in this agreement, to improve and design further consensus seeking collaborative processes, and ensure a respectful, and relational approach to decision making is established between the Parties. Striving for consensus requires maintaining transparency and ensuring all Parties have the information needed to make informed decisions. These Board Terms of Reference are intended to guide the work of the Board under this Agreement. They may be updated by the Parties over time to better support the work of the Board.

Meetings

The Board will meet the 3rd Wednesday of every month. Relevant board topics will be generally established 30 days prior to each meeting allowing the Province to ensure appropriate designated members are prepared to attend and speak to the issues relevant to their Ministry.

Implementation Managers are responsible for ensuring that their respective organizations are aware of scheduling and support requirements.

The Board will strive to hold most of its meetings in Nlaka’pamux Territory.

A co-chair will be designated by each party. The co-chairs of the Board will communicate regularly, as needed, between Board meetings and work with the Implementation Managers to ensure that work is advancing, and there is appropriate preparation for the meetings of the Board.

The co-chairs may meet by phone or in person, or by videoconference.

Unless agreed otherwise by the co-chairs, every meeting of the Board shall include agenda items regarding each of the items as per Section 4.5 and Section 5.0 of this Agreement:

- A. Review of Key Outcomes tracking,
- B. Topics related to Board development,
- C. Review Technical Working Group Board Reports,
- D. Development of Recommendations to NNTC and to the relevant Provincial Agency,
- E. Confirm the agenda items for the next Board meeting, and
- F. Review of TWG Annual Work Plans as needed.

Record Keeping

The Implementation Managers will maintain SharePoint Site that includes Written Recommendations, Key Outcomes and Action documents.

Written Recommendations

Recommendations of the Board with respect to proposed Decisions will be delivered to the Chair of the NNTC and the relevant Provincial Agency decision-maker.

Recommendations and referrals of the Board on Relationship Issues and strategic, policy or operational matters that do not involve Decisions may be submitted to the Chair of the NNTC and the Assistant Deputy Minister of Indigenous Relations and Reconciliation.

The Implementation Managers will prepare all Board Recommendations in written form as a record of decision for each Board meeting in a form similar to the form in Appendix G.

If further actions are requested by the Board prior to making a Recommendation, these will include suggested timelines for those actions and will be recorded in the Key Outcomes and Actions document.

Key Outcomes and Actions

A Key Outcomes and Actions document will be maintained by the Implementation Managers and updated monthly no later than one week after each Board meeting. Items identified as Key Outcomes record Board decisions, endorsements, or points for the record, and items identified as Action Items record and track actions coming out of each Board meeting.

Appendix C - Technical Working Group Terms of Reference

Purpose and Principles

The purpose of the Technical Working Group is to carry out all technical aspects of the work of the Board as described in this agreement.

The Technical Working Groups will be guided by the following operating principles:

- a. the work of the TWG will be collaborative and solutions focused;
- b. the TWG will co-develop procedures and tools;
- c. the TWG will strive for meaningful engagement resulting in predictability for all parties; and
- d. the TWG will support moving away from transactional engagement to holistic landscape level understanding of interests.

Roles and Responsibilities

The Implementation Managers are responsible for the following actions:

- a. liaising with Single Points of Contact;
- b. supporting the TWGs with agreement implementation; and
- c. supporting TWGs in preparation for Board meetings.

The Single Point of Contacts for each Technical Working Group are responsible for the following actions:

- a. coordinating meetings and pre-meetings;
- b. maintaining TWG SharePoint site;
- c. gathering the relevant information needed to support Annual Work Planning;
- d. preparing Annual Work Plans;
- e. tracking the outcomes of the NNTC screening and the outcome of TWG actions/review;
- f. jointly preparing or supporting the initial draft of Board Reports or progress reports;
- g. submitting final Board Reports to the Implementation Managers no later than one week prior to the next scheduled Board meeting;
- h. liaising with Provincial Agencies and the NNTC community members; and
- i. proponent outreach and engagement.

Meetings and Agendas:

Technical Working Group meetings will be held on a regular basis (at least monthly). Whenever possible the Single Point of Contacts will strive to book Technical Working Group meetings 2-3 weeks prior to Board meetings to develop the Board Report and submit to the Board no later than one week in advance of a scheduled Board meeting.

In circumstances where any member of the TWG cannot attend a scheduled meeting they will notify the Single Point of Contacts for each Party as soon as possible, allowing as much time for the

Single Point of Contacts to seek an alternative time to prepare and submit the Board Report to the Board no later than one week in advance of a scheduled Board meeting.

Single Points of Contacts are responsible for setting the Agenda for each TWG meeting. Agendas should be informed by Annual Work Plans and any direction provided by the Board.

Appendix D - Form of Board Report on Decisions and Strategic Decisions

Depending on the nature of the proposed Decision or Strategic Decision the TWG may include any of the following sections in a Board Report or progress report (5.16(f)) on a proposed Decision, batch of Decisions or Strategic Decision.

Proposed Decision(s) for Board Review including timeline considerations	a list of proposed Decisions for Board review and consideration
Background	summary of engagement to date history of provincial use of area if relevant
NNTC community views	summary of historic and contemporary use Nlaka'pamux Land Use considerations economic and stewardship concerns/values other
Areas of consensus	permit conditions to address concerns raised at technical level
Areas of non-consensus	summary of strategic or policy issues summary of nonalignment
TWG recommendations to the board	options for further engagement on outstanding strategic issues permit conditions to address concerns raised at technical level
Any other issues the TWG wishes the board to address	other

Appendix E – Governance and Jurisdiction Reconciliation Initiative

1. The Parties acknowledge that the evolution and implementation of the Nlaka’pamux inherent right of self-government, as expressed in the UN Declaration, is a fundamental aspect of advancing reconciliation. Reflecting this the following principles will guide work under this Agreement between the NNTC and the Province regarding the evolution and implementation of the inherent right of self-government:
 - (a) Nlaka’pamux self-government must be determined, led, and implemented by the Nlaka’pamux consistent with section 35 of the *Constitution* and the *UN Declaration*;
 - (b) The NNTC and the Member Communities have critical roles to play in the evolution of Nlaka’pamux self-government;
 - (c) Other Nlaka’pamux communities also have roles to play in the evolution and implementation of Nlaka’pamux self-government;
 - (d) The primary role of the Province in relation to the evolution and implementation of Nlaka’pamux self-government is to create space through changes to laws, policies, and practices and provide support and capacity, without influencing, interfering, prescribing, or dictating, the evolution and implementation of self-government by the Nlaka’pamux; and
 - (e) The federal government has fundamental roles it must play in relation to Nlaka’pamux self-government.
2. In accordance with these principles, the NNTC and the Province, through the Board, agree to:
 - (a) work collaboratively to further identify and define the relationship between Nlaka’pamux laws and jurisdiction and the Province’s laws and jurisdiction;
 - (b) support the governance development work of the NNTC and the Member Communities, including strengthening the evolution of the Nlaka’pamux political, social, cultural, and economic structures in accordance with this Agreement;
 - (c) explore, design and implement agreed-to models of consent-based decision-making and the operationalization of the standard of free, prior, and informed consent as expressed in the UN Declaration; and
 - (d) work collaboratively, as appropriate, to involve other Nlaka’pamux communities in initiatives and work regarding the evolution and implement of Nlaka’pamux self-government, and also ensuring the rights of all Nlaka’pamux are respected.
3. The Parties, through the Board, will work together to support the evolution and implementation of the inherent right of self-government as contemplated through the following specific initiatives:

- (a) Within 12 months of the Effective Date, the NNTC will conduct a self-government needs assessment and develop a work plan to identify its priorities for the evolution of a model of self-government, including the continued rebuilding of Nlaka'pamux political, social, cultural and economic structures. As soon as practicable after the completion of the work plan we will determine which priorities set out in the work plan we mutually share and which of those shared priorities could be met through the milestones, or whether additional initiatives should be jointly designed and implemented in order to achieve the mutually shared priorities set out in the work plan;
- (b) In addition to any work through (a) above, during the first 18 months of this Agreement, the NNTC will undertake Nation-building work between the NNTC, the Member Communities, and other Nlaka'pamux communities.
- (c) Within 30 months of the Effective Date, NNTC will design a process for the development of a Nlaka'pamux Constitution.

Appendix F – Schedule of Applicable Legislation upon Signing

<p><i>Ministry of Forests Decisions and Strategic Decisions under the following acts and the regulations under those acts:</i></p> <p><i>Forest Act; Forest and Range Practices Act; Forestry Revitalization Act; Range Act</i></p> <p><i>Decisions under section 12.2 and 12.4 of the Heritage Conservation Act made by the Ministry of Forests specific to the Trans Mountain Expansion and Lytton Community Recovery.</i></p>
<p><i>Ministry of Transportation and Infrastructure Decisions and Strategic Decisions under the following acts and the regulations under those acts:</i></p> <p><i>Industrial Roads Act; Land Title Act; Transport of Dangerous Goods Act; Transportation Act</i></p>
<p><i>Ministry of Energy, Mines and Low Carbon Innovation Decisions and Strategic Decisions under the following acts and regulations under those acts:</i></p> <p><i>Clean Energy Act; Federal Port Development Act; Hydro and Power Authority Act; Hydro Power Measures Act; Mineral Tenure Act; Mines Act; Mining Right of Way Act</i></p>
<p><i>Where necessary to support Strategic Decisions coordinated by the Ministry of Forests, Ministry of Energy, Mines and Low Carbon Innovation (mining projects) or the Ministry of Transportation and Infrastructure (transportation infrastructure projects), Decisions and Strategic Decisions under the following Acts and Regulations:</i></p> <p><i>Environmental Management Act</i></p> <p><i>Water Sustainability Act</i></p> <p><i>Land Act</i></p> <p><i>Wildlife Act</i></p>

Appendix G – Sample Board Recommendation

NNTC BC Shared Decision-Making Board Recommendations Regarding [Name of Ministry and Name of Decision or Strategic Decision]

Whereas the Board reviewed the Board Report (dated [date of original board report]) summarizing the outcomes of engagement between the NNTC Technical Staff and the [name Ministry] regarding the [name Decision or Strategic Decision];

Whereas the Board met on [date of meeting], to discuss the Board Report with the technical representatives, and to seek consensus on the Board Recommendations related to the [name Decision or Strategic Decision];

Whereas the parties have not been able to reach consensus;

[OR]

Whereas the parties have reached consensus;

Therefore the Board recommends the following:

[Summarize the recommendations. For example:

1. A summary of recommended permit conditions
2. Identification of outstanding Relationship Issues
3. Further actions the Board agrees to undertake separate from the decision but related to resolving the Relationship issues
4. Identification of a Relationship issue to be advanced to the Steering Committee
5. Assignment of further work to staff
6. Timelines for completing any additional work, including producing reports for the steering committee]

These recommendations shall be authorized and brought into effect either one week from the date received or on the date that all Board Members have approved them by email to [Name], SDMB Implementation Manager for BC.