

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

**Between:**

**SAMAHQUAM,**  
as represented by Chief and Council  
(SAMAHQUAM)

**And:**

**His Majesty the King in Right of the Province of British Columbia,**  
as represented by the Minister of Indigenous Relations and Reconciliation  
 (“British Columbia”)

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

**WHEREAS:**

- A. SAMAHQUAM has Aboriginal Interests within the Territory.
- B. British Columbia is committed to working towards the implementation of the *United Nations Declaration on the Rights of Indigenous Peoples* (UNDRIP) and the Truth and Reconciliation Commission (TRC) Calls to Action, by working in partnership with Indigenous peoples of British Columbia to establish positive government-to-government relationships built on a foundation of respect, rights, and reconciliation.
- C. The *Declaration on the Rights of Indigenous Peoples Act* provides a framework for how UNDRIP will be implemented in British Columbia. British Columbia intends to take all measures necessary to ensure the laws of British Columbia are consistent with UNDRIP in accordance with that Act.
- D. The Parties intend this Agreement to assist in achieving stability and greater certainty for forest and range resource development on Crown lands within the Territory by setting out a process for consultation regarding such development, and to provide a Revenue Sharing Contribution to assist SAMAHQUAM in its pursuit of activities to enhance the well-being of its Members.

**THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**ARTICLE 1 - INTERPRETATION**

- 1.1 Definitions.** For the purposes of this Agreement, including the recitals, the following definitions apply:

**“Aboriginal Interests”** means:

- (a) asserted aboriginal rights, including aboriginal title; or
- (b) determined aboriginal rights, including aboriginal title, that are recognized and affirmed under section 35(1) of the *Constitution Act, 1982*;

**“Administrative and/or Operational Decision”** means a decision made by the Minister or a Delegated Decision Maker related to forest and range resources under provincial legislation that is included in the List of Decisions as defined and set out in Appendix B;

**“Band Council Resolution”** means a resolution of SAMAHQUAM having the form of Appendix D;

**“BC Fiscal Year”** means a period beginning on April 1 of a calendar year and ending on March 31 of the next calendar year;

**“Delegated Decision Maker”** means a person with authority to make statutory decisions with respect to forest and range resources under provincial legislation as amended from time to time;

**“Designate”** means the entity described in section 4.2;

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

**“Eligible Volume”** means the volume of Crown timber provided to SAMAHQUAM in a direct award tenure under Section 47.3 of the *Forest Act* originating from the volume reallocation of the *Forestry Revitalization Act* that is appraised through the Market Pricing System;

**“First Fiscal Year of the Term”** means the BC Fiscal Year in which the Effective Date falls;

**“Forest Tenure Opportunity Agreement”** means an agreement signed between the Minister and a First Nation that provides for the Minister to direct award forest tenure under the *Forest Act*;

**“Licensee”** means a holder of a forest tenure or a range tenure;

**“Matrix”** means the table set out in section 1.10 of Appendix B;

**“Member”** means any person who is a member of the SAMAHQUAM.

**“Minister”** means the Minister of Forests having the responsibility, from time to time, for the exercise of powers in respect of forests and range matters;

“**Operational Plan**” means a Forest Stewardship Plan, Woodlot Licence Plan, a Range Use Plan, or Range Stewardship Plan, as those terms are defined in provincial forest and range legislation;

“**Payment Account**” means the account described in subsection 4.4(a);

“**RA**” means a reconciliation agreement between British Columbia and SAMAHQUAM that creates a foundation for the reconciliation of aboriginal rights and/or aboriginal title with Crown sovereignty but is not a treaty in the meaning of section 35(1) of the *Constitution Act, 1982*;

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

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

“**Term**” means the term of this Agreement as set out in section 14.1;

“**Timber Harvesting Land Base**” means the portion of the total land area of a management unit considered by the Ministry of Forests to contribute to, and be available for, long-term timber supply;

“**Territory**” means the geographic area identified by SAMAHQUAM as their traditional territory located in British Columbia and as shown on the map attached in Appendix A.

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

- (a) “includes” and “including” are not intended to be limiting;
- (b) the recitals and headings are inserted for convenience of reference only, do not form part of this Agreement and are not intended to define, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (c) any reference to a statute in this Agreement includes all regulations made under that statute and any amendments or replacement of that statute or its regulations;
- (d) unless the context otherwise requires, words expressed in the singular include the plural and *vice-versa*;
- (e) any reference to a corporate entity includes any predecessor or successor to such entity; and
- (f) there will be no presumption that doubtful expressions, terms or provisions in this Agreement are to be resolved in favour of any Party.

**1.3 Appendices.** The following Appendices and Schedule are attached to and form part of this Agreement:

Appendix A - Map of Territory;

Appendix B - Consultation Process

B - Schedule 1 – List of Decisions;

Appendix C - Revenue Sharing Contribution Methodology;

Appendix D - Band Council Resolution Appointing Delegate; and

Appendix E - Annual Report.

## **ARTICLE 2 - PURPOSE AND OBJECTIVES**

**2.1 Purpose and objectives.** The purposes and objectives of this Agreement are:

- (a) to establish a consultation process the Parties will use to consult on potential adverse impacts of proposed forest and range resource development activities, including Administrative and/or Operational Decisions or Operational Plans, on SAMAHQUAM's Aboriginal Interests;
- (b) to provide a Revenue Sharing Contribution to support the capacity of the SAMAHQUAM to participate in the consultation process under this Agreement and as a contribution towards any accommodation that may be required in respect of potential impacts of forest and range decisions and operations within the Territory on SAMAHQUAM's Aboriginal Interests;
- (c) to enhance the social, economic and cultural well-being of Members; and
- (d) to assist in achieving greater stability and certainty for forest and range resource development within the SAMAHQUAM's Territory.

## **ARTICLE 3 - REVENUE SHARING CONTRIBUTIONS**

**3.1 Calculation and timing of payments.** Subject to sections 3.2 to 3.4, section 4.5 and Articles 5 and 11, during the Term, British Columbia will:

- (a) make annual Revenue Sharing Contributions, calculated in accordance with Appendix C, to SAMAHQUAM (or its Designate under section 4.2, as the case may be); and
- (b) pay the annual Revenue Sharing Contribution in two equal instalments, the first to be made on or before September 30 and the second to be made on or before March 31.

**3.2 First Fiscal Year.** Notwithstanding section 3.1, for the First Fiscal Year of the Term the Revenue Sharing Contribution is deemed to be:

\$159,680.00;

the first instalment of which will be paid on or before September 30, 2023 if the Effective Date is prior to July 31 or on or before March 31, 2024 if the Effective Date is after July 31.

**3.3 Prorated amounts.** For the purposes of determining the amount of the Revenue Sharing Contribution for partial BC Fiscal Years, the amount will be prorated from

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

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

- (i) prior to July 31, British Columbia will pay the full amount of the Revenue Sharing Contribution for that BC Fiscal Year in one instalment on or before September 30; and
- (ii) on or after July 31, British Columbia will adjust the second instalment for that BC Fiscal Year accordingly.

**3.5 Subsequent BC Fiscal Year amounts.** Before January 31 of each year during the Term other than the First Fiscal Year of the Term, British Columbia will provide written notice to SAMAHQUAM of the amount of the Revenue Sharing Contribution for the following BC Fiscal Year and the summary document(s) and calculations identified in Appendix C.

**3.6 Amount agreed to.** SAMAHQUAM agrees that the amount set out in the notice provided under section 3.5 will be the amount of the Revenue Sharing Contribution payable under this Agreement for that following BC Fiscal Year.

## ARTICLE 4 - DELIVERY OF PAYMENTS

**4.1 Recipient entity.** Unless SAMAHQUAM notifies British Columbia that it has made an election under to section 4.2, Revenue Sharing Contributions will be paid to SAMAHQUAM.

- 4.2 Election of Designate.** SAMAHQUAM may elect to have a Designate receive Revenue Sharing Contributions provided that the Designate:
- (a) is a registered corporation or society with the legal authority and capacity to receive the funds for the purposes described in section 2.1; and
  - (b) is duly appointed to receive the Revenue Sharing Contribution on behalf of SAMAHQUAM and such appointment is confirmed by a Band Council Resolution of SAMAHQUAM.
- 4.3 Obligations continue.** The election of a Designate under section 4.2 does not relieve SAMAHQUAM of its obligations under this Agreement.
- 4.4 Payment Account.** SAMAHQUAM or its Designate will:
- (a) establish and, throughout the Term, maintain an account in the name of SAMAHQUAM (or its Designate, as the case may be) at a Canadian financial institution into which direct deposits can be made by British Columbia, for the purpose of receiving monies payable by British Columbia pursuant to this Agreement (the “Payment Account”); and
  - (b) provide to British Columbia sufficient address and account information respecting the Payment Account to enable British Columbia to make direct deposit payments to the Payment Account.
- 4.5 Requirement to make a payment.** British Columbia may withhold a Revenue Sharing Contribution it would otherwise be required to make until SAMAHQUAM (or its Designate, as the case may be) has met the requirements set out in section 4.4.

## **ARTICLE 5 - CONDITIONS OF PAYMENT**

- 5.1 Reporting requirements.** For each BC Fiscal Year following the First Fiscal Year of the Term, the requirement to make a Revenue Sharing Contribution is subject to:
- (a) SAMAHQUAM having published all of the necessary statements and reports before the applicable dates as set out in Article 8; and
  - (b) Revenue Sharing Contributions not having been suspended under Article 11.
- 5.2. Appropriation.** Notwithstanding any other provisions of this Agreement, the payment of money by British Columbia to SAMAHQUAM pursuant to this Agreement is subject to:
- (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, to enable British Columbia in any BC

Fiscal Year or part thereof when any such payment may be required, to make that payment; and

- (b) Treasury Board not having controlled or limited, pursuant to the *Financial Administration Act*, expenditure under any appropriation referred to in (a).

## ARTICLE 6 - CONSULTATION

- 6.1 Satisfaction of consultation obligations.** Subject to section 6.3, the process set out in Appendix B will be the means by which British Columbia will fulfill its obligation to consult on proposed Operational Plans or proposed Administrative and/or Operational Decisions and, where appropriate, the means by which British Columbia and SAMAHQUAM will identify potential measures to accommodate any potential adverse impacts on SAMAHQUAM's Aboriginal Interests resulting from Operational Plans or Administrative and/or Operational Decisions.
- 6.2 Map may be shared.** British Columbia may share the map attached as Appendix A, including digital versions of the map, with provincial agencies or with a Licensee responsible for information sharing associated with Operational Plans or Administrative and/or Operational Decisions.
- 6.3 SEA or RA applies.** Notwithstanding 6.1:
- (a) if before the Effective Date SAMAHQUAM enters into a SEA, or RA that includes a consultation process that addresses forest and range management and decision making, the consultation process set out in the SEA or RA will continue after the Effective Date;
  - (b) if on or after the Effective Date SAMAHQUAM enters into a SEA, or RA that includes a consultation process that addresses forest and range management and decision making, the consultation process set out in the SEA or RA will supersede and replace the consultation process set out in this Agreement for the term of the SEA or RA; and
  - (c) if the SEA or RA referred to in (a) or (b) comes to the end of its term or is terminated prior to the end of the Term, the consultation process set out in Appendix B will apply for the remainder of the Term.
- 6.4 Capacity funding.** The Parties acknowledge and agree that to assist SAMAHQUAM to engage in consultation under this Agreement and in consultation under any SEA or RA that addresses but does not provide capacity funding for forest and range related consultation, British Columbia will provide to SAMAHQUAM, under section 1.4 of Appendix C, capacity funding of no less than \$35,000 per annum.



## ARTICLE 7 - ACKNOWLEDGMENTS AND COVENANTS

- 7.1 Revenue Sharing Contributions will vary.** SAMAHQUAM acknowledges that forest and range revenues received by British Columbia fluctuate and that the Revenue Sharing Contributions under this Agreement will vary over time.
- 7.2 Revenue Sharing Contributions are accommodation.** SAMAHQUAM agrees that the Revenue Sharing Contributions made under this Agreement constitute a contribution towards any accommodation that may be required for any potential adverse impacts of Administrative and/or Operational Decisions, and any forest or range development practices that may be carried out under an Operational Plan, on SAMAHQUAM's Aboriginal Interests.
- 7.3 Where consultation process followed.** SAMAHQUAM agrees that if the consultation process set out in this Agreement is followed, British Columbia has consulted, and this will be the process through which British Columbia will identify potential accommodation measures to address the potential adverse impacts of Administrative and/or Operational Decisions, and any forest or range development practices that may be carried out under an Operational Plan, on SAMAHQUAM's Aboriginal Interests.

## ARTICLE 8 - ANNUAL REPORTS and RECORDS

- 8.1 Annual Report.** Within 90 days of the end of each BC Fiscal Year, SAMAHQUAM will prepare an annual report, substantially in the form set out in Appendix E, identifying all expenditures made from the Payment Account since the date of the last such report or in the case of the first such report, since the Effective Date, and confirming that, aside from reasonable administrative expenses, all such expenditures were made in furtherance of the purposes and objectives referred to in section 2.1.
- 8.2 Publication.** SAMAHQUAM will publish the annual report referred to in section 8.1 in a manner that can reasonably be expected to bring the information to the attention of SAMAHQUAM's communities and the public within 90 days of the end of each BC Fiscal Year.
- 8.3 Continuing Obligations.** Notwithstanding the termination or expiry of this Agreement, the provisions of this Article 8 will continue to apply for 90 days after SAMAHQUAM receives the final Revenue Sharing Contribution from British Columbia.



## ARTICLE 9 - ASSISTANCE

**9.1 Cooperation and Support.** SAMAHQUAM will work in partnership with British Columbia and in a timely manner to discuss and seek to resolve issues in relation to any action that might be taken by a Member that is inconsistent with this Agreement.

## ARTICLE 10 - DISPUTE RESOLUTION

**10.1 Dispute Resolution Process.** If a dispute arises between British Columbia and SAMAHQUAM regarding the interpretation of a provision of this Agreement:

- (a) duly appointed representatives of the Parties will meet as soon as is practicable to attempt to resolve the dispute;
- (b) if the Parties' representatives are unable to resolve the dispute, the issue will be referred to more senior representatives of British Columbia and SAMAHQUAM; and
- (c) if the dispute cannot be resolved by the Parties directly under subsections (a) or (b), the Parties may agree to other appropriate approaches to resolve the issue.

## ARTICLE 11 - SUSPENSION and TERMINATION

**11.1 Suspension of Revenue Sharing Contributions.** British Columbia may suspend further Revenue Sharing Contributions under this Agreement where SAMAHQUAM is in material breach of its obligations under this Agreement.

**11.2 Notice of Suspension.** Where Revenue Sharing Contributions are suspended under section 11.1, British Columbia will provide notice to SAMAHQUAM of the reason for the suspension, including the specific material breach on which British Columbia relies, and the Parties will meet to attempt to resolve the issue giving rise to the suspension.

**11.3 Termination following suspension.** If the issue giving rise to the suspension of Revenue Sharing Contributions is not resolved within 60 days after notice is provided under section 11.2, British Columbia may terminate the Agreement by written notice.

**11.4 Termination by Either Party.** This Agreement may be terminated by either Party on ninety (90) days' written notice or on a date mutually agreed on by the Parties.

**11.5 Meet to attempt to resolve issue.** If a Party gives written notice under section 11.4, the Parties will, prior to the end of the notice period, meet and attempt to resolve any issue that may have given rise to the termination notice.

## **ARTICLE 12 - TERM**

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

## **ARTICLE 13 – REPRESENTATIONS and WARRANTIES**

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

## **ARTICLE 14 - NOTICE and DELIVERY**

- 14.1 Delivery of Notices.** Any notice, document, statement or report contemplated under this Agreement must be in writing and will be deemed validly given to and

received by a Party, if delivered personally, on the date of delivery, or, if delivered by mail, email or facsimile, when received by the Party at the following address:

if to British Columbia:

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

and if to the SAMAHQUAM:

Chief Brock Peters  
SAMAHQUAM First Nation  
P.O. Box 610  
Mount Currie, B.C. V0N-2K0  
Fax: (844) 930-0302

**14.2 Change of Address.** Either Party may, from time to time, give notice to the other Party of a change of address, email or facsimile number and after the giving of such notice, the address, email or facsimile number specified in the notice will, for purposes of section 14.1, supersede any previous address, email or facsimile number for the Party giving such notice.

## ARTICLE 15 - GENERAL PROVISIONS

**15.1 Governing law.** This Agreement will be governed by and construed in accordance with the laws of British Columbia.

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

- (a) constitute a treaty or a lands claims agreement within the meaning of sections 25 or 35 of the *Constitution Act, 1982* (Canada); or
- (b) establish, affirm, recognize, abrogate or derogate from any of SAMAHQUAM's Aboriginal Interests.

**15.3 No Admissions.** Nothing in this Agreement will be construed as:

- (a) an admission of the validity of, or any fact or liability in relation to, any claims relating to alleged past or future infringements of SAMAHQUAM's Aboriginal Interests;
- (b) an admission or acknowledgement of any obligation to provide any financial, economic or other compensation, including those in this Agreement, as part

of British Columbia's obligation to consult and, as appropriate, accommodate; or

(c) in any way limiting the position the Parties may take in any proceedings or in any discussions or negotiations between the Parties, except as expressly contemplated in this Agreement.

**15.4 No Fettering.** Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by British Columbia or its agencies of any statutory, prerogative, executive or legislative power or duty.

**15.5 No Implied Waiver.** Any waiver of any term or breach of this Agreement is effective only if it is in writing and signed by the waiving Party and is not a waiver of any other term or breach.

**15.6 Assignment.** SAMAHQUAM must not assign, either directly or indirectly, this Agreement or any right of SAMAHQUAM under this Agreement without the prior written consent of British Columbia.

**15.7 Emergencies.** Nothing in this Agreement affects the ability of either Party to respond to any emergency circumstances.

**15.8 Acknowledgment.** The Parties acknowledge and enter into this Agreement on the basis that SAMAHQUAM has Aboriginal Interests within the Territory but that the specific nature, scope or geographic extent of those Aboriginal Interests have yet to be established. The Parties intend that broader processes that may be engaged in to bring about reconciliation may lead to a common understanding of the nature, scope and geographic extent of SAMAHQUAM Aboriginal Interests.

**15.9 Third Parties.** This Agreement is not intended to limit any obligation of Licensees or other third parties to SAMAHQUAM.

**15.10 Other Economic Opportunities and Benefits.** This Agreement does not preclude SAMAHQUAM from accessing forestry economic opportunities and benefits, which may be available to it, other than those expressly set out in this Agreement.

**15.11 Validity of Agreement.** If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of it to any person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

**15.12 Entire Agreement.** This Agreement and any amendment to it constitute the entire agreement between the Parties with respect to the subject matter of this Agreement.

**15.13 Further Acts and Assurances.** Each Party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

**15.14 Execution in Counterpart.** This Agreement may be entered into by each Party executing a separate copy of this Agreement and delivering that executed copy to the other Party by a method provided for in Article 14 or any other method agreed to by the Parties.

**15.15 Amendment in Writing.** No amendment to this Agreement is effective unless it is agreed to in writing and signed by the Parties.

Signed on behalf of:

SAMAHQUAM



Chief Brock Peters



Councillor



Councillor



Witness of SAMAHQUAM signatures

March 28 2024

Date

Signed on behalf of:

Government of British Columbia



Minister of Indigenous Relations and Reconciliation

May 6, 2024

Date

