

**SOUTHERN DAKELH NATION ALLIANCE & BRITISH COLUMBIA**

***Hubulhsooninats'uhoot'alh Foundation Framework Agreement***

***2021 Bridging and Funding Agreement***

This Agreement is dated for reference the 15 day of Dec 2021.

**BETWEEN:**

**Southern Dakelh Nation Alliance** (the "SDNA"), on its own behalf and on behalf of Lhoosk'uz Dené Nation, Lhtako Dené Nation, and Nazko First Nation, each on their own behalf and on behalf of their members (the "SDNA Nations")

**AND:**

Her Majesty the Queen in Right of the Province of British Columbia as represented by the Ministry of Indigenous Relations and Reconciliation, and  
Ministry of Forests, Lands, Natural Resource Operations and Rural Development

(“BC” or the “Province”)

(each a “Party” and collectively referred to as the “Parties”)

## **WHEREAS:**

- A. The SDNA and the Province entered into the Hubulhsooninats'uhoot'alh Foundation Framework Agreement (the "FFA") effective July 22, 2018, through which they reaffirmed their commitment to a shared goal of achieving true and lasting reconciliation for the SDNA and the Province, for the benefit of the generations to come;
- B. As of September 2021, Ulkatcho has withdrawn from SDNA;
- C. The FFA is now expired, but the Parties wish to continue and build upon the relationship that was developed under the FFA;
- D. The Parties are seeking a mandate to negotiate a five (5) year reconciliation agreement that will carry forward our collaboration under the FFA;
- E. As part of the mandate being sought, the Parties continue to advance discussions to support a Nation Centre Development in Quesnel, BC as a cornerstone project that the Parties will seek to implement in their next agreement;
- F. The Parties now wish to enter into a short-term bridging and funding agreement and to provide implementation funding to the SDNA for the 2021/22 fiscal year.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

### **1. INTERPRETATION**

- 1.1. This agreement incorporates all terms of the FFA, except as expressly agreed to by the Parties in this Hubulhsooninats'uhoot'alh Foundation Framework Agreement – 2021 Bridging and Funding Agreement ("**Bridging and Funding Agreement**").
- 1.2. Despite the FFA, this Bridging and Funding Agreement does not include Ulkatcho as a party, and any commitments or obligations in this Bridging and Funding Agreement do not include or apply to Ulkatcho.
- 1.3. Words and expressions not defined in this Bridging and Funding Agreement but defined in the FFA have the same meaning given to them in the FFA.
- 1.4. In this Bridging and Funding Agreement:
  - a. "including" means "including, but not limited to" and "includes" means "includes, but not limited to";
  - b. The recitals and headings are for convenience only, do not form a part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement;
  - c. A reference to a statute includes every amendment to it, every regulation made under it, every amendment made to a regulation made under it and any law enacted in substitution for, or in replacement of, it;

- d. Words in the singular include the plural, and words in the plural include the singular unless the context or any specific definition requires;
- 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.

## 2. DEFINITIONS

- 2.1. Section 2.1 of the FFA is amended by deleting the definition for "SDNA Nations" and replacing it as follows:

"SDNA Nations" means the Lhoosk'uz Dene Nation, Nazko First Nation, and Lhtako Dene Nation;

## 3. PRIORITY TOPICS

- 3.1. Section 5.2(d)(i)(b.) is deleted and replaced with:

b. Culture and wellness program delivery;

## 4. TERM

- 4.1. Section 17.1 of the FFA is deleted and replaced with the following:

17.1 This Bridging and Funding Agreement takes effect on the date of execution and remains in effect until March 31, 2022 unless terminated in accordance with section 17.4 of the FFA or extended by way of amendment in accordance with section 17.2 of the FFA ("Term").

- 4.2. Section 17. 2 is deleted.

- 4.3. The Parties acknowledge that they are preparing to negotiate a subsequent agreement to the FFA and that these negotiations may be completed before March 31, 2022.

- 4.4. For greater certainty, nothing in this Bridging and Funding Agreement or the FFA precludes the Parties from agreeing to extensions to the term of this Bridging and Funding Agreement.

## 5. NOTICE AND DELIVERY

- 5.1. Section 18.1 is amended by deleting the contact information for Ulkatcho Nation.

## 6. MAP

- 6.1. Appendix A ("Map of SDNA Territory") of the FFA is deleted and replaced with Schedule A to this Bridging and Funding Agreement.

## 7. FUNDING

- 7.1. Section 1.1 of Appendix B ("Implementation Funding") of the FFA is deleted and replaced with the following:

- 1.1 The Parties acknowledge that the Province has provided three payments of \$600,000.00 in capacity funding to the SDNA to support three years of implementation of the FFA.
- 7.2. Section 1.2 of Appendix B (“Additional Funding”) of the FFA is deleted and replaced with the following:
- 1.2 The Parties acknowledge that the Province has provided the SDNA with \$3,920,000.00 in Additional Funding to support three years of implementation of initiatives stemming from the Reconciliation Forums in Section 4.4.
- 7.3. The Province will provide \$450,000 in capacity funding to the SDNA to support the implementation of the FFA from date of expiry, July 22, 2021, to the updated Term.
- 7.4. For greater certainty, the capacity funding provided under section 7.2 and 7.3 of this Bridging and Funding Agreement is intended to include the costs associated with negotiation of a subsequent agreement to the FFA as contemplated by section 4.3.
- 7.5. Notwithstanding any other provision of this Bridging and Funding Agreement, the payment of money by the Province to the SDNA pursuant to this Bridging and Funding Agreement is subject to:
- a. there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, RSBC 1996, c 138 (the *Financial Administration Act* and every amendment made thereto being collectively called the “Act”), to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to the SDNA falls due pursuant to this Bridging and Funding Agreement, to make that payment; and
  - b. Treasury Board, as defined in the Act, not having controlled or limited, pursuant to the Act, expenditure under any appropriation referred to in subsection 7.5 (a).
- 7.6. The SDNA will:
- a. maintain a bank account at a Canadian financial institution for the purpose of receiving payments under this Bridging and Funding Agreement; and
  - b. provide the Province with the information regarding the bank account established and maintained to enable the Province to directly deposit payments.

## **8. REPRESENTATIONS AND WARRANTIES**

- 8.1. The SDNA represents and warrants to the Province, with the intent and understanding that such representations and warranties will be relied on by the Province in entering into this Bridging and Funding Agreement, that:
- a. it enters into this Bridging and Funding Agreement for and on behalf of itself, the SDNA Nations, and their members;
  - b. it has the legal power, capacity, and authority to enter into Bridging and Funding Agreement on behalf of itself, the SDNA Nations, and their members, and to carry out its obligations under this Bridging and Funding Agreement; and
  - c. it has taken all necessary actions and has obtained all necessary approvals to enter into this agreement for and on behalf of the SDNA Nations and their members.
- 8.2. The Province represents and warrants to the SDNA, with the intent and understanding that such representations and warranties will be relied on by the SDNA in entering into this Bridging and

Funding Agreement, that:

- a. It is a duly incorporated society under the *Society Act*, and that it is in good standing;
- b. it has the legal power, capacity and authority to enter into and to carry out its obligations under this Bridging and Funding Agreement; and
- c. all necessary actions have been taken by the Province to authorize the execution and delivery of this Bridging and Funding Agreement.

## 9. GENERAL PROVISIONS

- 9.1. This Bridging and Funding Agreement will take effect and become binding upon the Parties on the last date it is executed by all the Parties.
- 9.2. For greater certainty, notwithstanding section 7.3, the Province will have no obligation to make payment to the SDNA under that section until this Bridging and Funding Agreement is executed by all the Parties.
- 9.3. This Bridging and Funding Agreement may be signed in counterparts and exchanged by electronic means of transmission and together each counterpart will constitute the Bridging and Funding Agreement.
- 9.4. This Agreement does not constitute a treaty or land claims agreement within the meaning of sections 25 or 35 of the *Constitution Act, 1982*.
- 9.5. This Bridging and Funding Agreement does not create, amend, define, affirm, recognize, abrogate, derogate from any aboriginal rights or title of the SDNA Nations, which are recognized and affirmed by section 35 (1) of the *Constitution Act, 1982*.
- 9.6. This Agreement does not preclude or prevent the Province or the SDNA from entering into separate bilateral negotiations or agreements on any identified topic. For clarity, this Agreement shall not be used by either Party as a prohibition to consider discussions, negotiations, or agreements with the Province and the SDNA.
- 9.7. Time is of the essence of this Bridging and Funding Agreement.
- 9.8. The Parties will perform such further acts and execute and deliver such further documents and instruments as may be reasonably required to give effect to this Agreement.
- 9.9. This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia and Canada applicable thereto.

[ SIGNATURE PAGES TO FOLLOW ]

IN WITNESS WHEREOF the Parties have caused this Bridging and Funding Agreement to be executed by their duly authorized representatives and signatories as of the date shown below.

**On behalf of the SDNA Nations:**

  
\_\_\_\_\_  
Shawn Holte  
Executive Director  
Southern Dakota Nation Alliance

Dec. 15/21  
\_\_\_\_\_  
Date

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA  
As represented by:



Alexandra Banford  
Acting Divisional Chief Negotiator  
Ministry of Indigenous Relations and  
Reconciliation

December 16, 2021

Date

SCHEDULE A

