



Letter of Commitment

Between

Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Indigenous Relations and Reconciliation, the Minister of Forests, Lands, Natural Resource Operations and Rural Development, the Minister of Energy, Mines and Petroleum Resources, and the Minister of Transportation and Infrastructure (the “Province”)

And

Sts'ailes as represented by Chief and Council (“Sts'ailes”)

(Collectively referred to as the “Parties”)

Whereas

- A. The Parties signed a Memorandum of Understanding (MOU) on November 1, 2011, as an incremental step in the reconciliation of Sts'ailes Aboriginal interests with Provincial interests.
- B. The Parties have worked collaboratively to carry out activities identified in the MOU.
- C. The Parties resolve to continue to work together in the spirit of the *New Relationship and the Transformative Change Accord*, and informed by commitments to implement the *United Nations Declaration on the Rights of Indigenous Peoples* in accordance with Canada's Constitution and to follow through on the *Final Report of the Truth and Reconciliation Commission of Canada*.
- D. The Parties will continue to work together in good faith, toward understandings and commitments that:
 - Create a more collaborative, coordinated and efficient approach to the management of land and natural resources;
 - Develop new economic opportunities and initiatives that enable Sts'ailes to make progress toward their socio-cultural objectives; and
 - Promote the completion of the works begun under the MOU and facilitate the building of a higher level agreement between the Parties.
- D. The Parties intend for this Letter to serve as a further incremental step in the reconciliation of Sts'ailes Aboriginal interests with Provincial interests.



The Parties intentions are as follows:

1. Forestry Opportunities

1.1 BC Timber Sales and Sts'ailes will continue to work toward developing a Co-operative Management Strategy for forest tenure lands within the area identified by First Nations as their traditional territory, which is outlined in orange on the map included as Appendix B of this Letter, (Sts'ailes Identified Traditional Territory).

1.2 BC Timber Sales is working with Sts'ailes on a \$140,000 contract to Sts'ailes for timber engineering with the goal of timber sale package production while building capacity for this type of work within Sts'ailes.

1.3 The Ministry of Forests, Lands, Natural Resource Operations and Rural Development ("FLNR") has provided Sts'ailes with a grant letter of \$100,000 as seed money with a further \$400,000 to be provided as opportunities arise, for the purpose of purchasing quota, renting quota, or engaging in a joint forestry business venture with another timber tenure holder(s).

2. Public Recreation Management

2.1 The Recreation Sites and Trails Branch ("RSTB") will work with Sts'ailes to evaluate and plan the renewal of the current Partnership Agreement.

2.2 RSTB and Sts'ailes will explore the possibility of using Sts'ailes manufacturing of certain recreation site infrastructure (such as picnic tables, outhouses, kiosks, signage, etc.).

3. Compliance and Enforcement (FLNRO)

3.1 The Compliance and Enforcement Branch ("C&E") intends to further develop their relationship with Sts'ailes regarding compliance and enforcement within Sts'ailes Identified Traditional Territory.

3.2 C&E intends to provide Sts'ailes with examples or models of other nations' programs as "stewards of the land" where those nations are working cooperatively with C&E, including a list of key contacts.

3.3 C&E intends to provide Sts'ailes with a curriculum outline for the Natural Resource Academy, including locations, training opportunities and other details.

3.4 C&E intends to connect with the Chief Executive Officer of the Sts'ailes Development Corporation to investigate the potential for conducting C&E training utilizing Sts'ailes facilities.



3.5 C&E will explore opportunities for staff to meet with the Sts'ailes community, exposing the community to the work of the C&E and exploring opportunities for community members to be involved in compliance and enforcement within Sts'ailes Identified Traditional Territory.

4. Wildfire Services

4.1 The BC Wildfire Service ("BCWS") and Sts'ailes will work towards developing an improved communications protocol before the start of the next fire season (April 1, 2018).

4.2 BCWS will work with Sts'ailes to investigate potential training opportunities both for individuals and for the community.

4.3 BCWS will work with Sts'ailes to identify potential employment opportunities for interested members of the community with the BCWS.

5. Archaeology and Cultural Sites

5.1 The Archaeology Branch intends to expand their relationship with Sts'ailes and provide a training session with Sts'ailes to explain the details of the archaeological referral process.

5.2 The Archaeology Branch will work with Sts'ailes to review and identify potential opportunities for improving the archaeological referral process on non-overlap lands within Sts'ailes Identified Traditional Territory.

5.3 Sts'ailes will work with Archeology Branch to identify the areas within Sts'ailes Identified Traditional Territory that are considered shared territory by Sts'ailes or any other First Nation.

6. Community Signage

6.1 Sts'ailes is interested in erecting information/identification signs within Sts'ailes Identified Traditional Territory. The Ministry of Transportation and Infrastructure ("MOTI") will work with Sts'ailes to determine the feasibility of erecting such signs that are consistent with MOTI policies and standards for signage.



7. Clean Energy Development

7.1 The Ministry of Energy, Mines and Petroleum Resources (“EMPR”) will work with Sts’ailes and if appropriate, BC Hydro, to assess the cost and viability of pump storage hydroelectric generation to meet the Province’s future clean capacity needs.

8. Working Group

8.1 The Ministry of Indigenous Relations and Reconciliation (“MIRR”) and Sts’ailes intend to collaborate in the forming of a working group that will investigate and scope social interests that may be included in any future agreement, and where appropriate Sts’ailes will work directly with other Ministries to create efficiencies.

9. Completion of MOU Activities

9.1 In addition to the new activities identified above, the Province will continue its efforts towards the completion of activities identified in the 2011 MOU including:

A. MOTI will continue its efforts towards resolving the Morris Valley Road tenure issue (MOU Commitment 5);

B. FLNRO will continue its efforts to move forward with a Crown Land grant for the proposed primary health centre plan on the LS8 land parcel (MOU Commitment 8.2); and

C. As a continuation of the MOU intention to enter into a First Nations Woodland Licence, FLNRO will continue to work with Sts’ailes to further define the Sts’ailes timber allotment as an area based tenure, in accordance with Provincial legislation (MOU Commitment 4.7).

9.2 Sts’ailes will continue its efforts to move forward with completion of the legal survey for the LS8 land parcel, for the Crown Land grant for the proposed primary health care plan (MOU Commitment 8.2).

10. Reconciliation Agreement

MIRR recognizes that Sts’ailes has a desire to move to a progressive and comprehensive agreement with the Province of British Columbia. The Province will work with Sts’ailes in scoping Sts’ailes and Provincial interests in order to determine the potential for developing a Reconciliation Agreement, which may include but would not be limited to:

a. Further developing Sts’ailes forestry tenure interests and Sts’ailes’ interest for an increased



management role in forestry;



- b. Improved management of public recreation and increasing Sts'ailes' participation in recreation management within Sts'ailes Identified Traditional Territory;
- c. Exploring the business case for the "Gateway Project" / tourism check-in centre;
- d. Further exploring Sts'ailes' role in compliance and enforcement within Sts'ailes Identified Traditional Territory;
- e. Fostering a greater understanding in the community regarding emergency preparedness and response;
- f. Exploring and defining the role for Sts'ailes in identifying and protecting cultural sites;
- g. Investigating and where appropriate, including Sts'ailes' socio-cultural interests such as health care, education, post-secondary, justice, children and family services, mental health and housing; and
- h. Other mutually agreed upon topics as they arise.

11. General

11.1 The Parties agree that this Letter does not modify the terms of the MOU.

11.2 The Parties agree that this Letter is not legally binding.

11.3 The Parties agree that this Letter does not create, amend, define, affirm, recognize, abrogate or derogate from any Aboriginal rights or title of Sts'ailes recognized and affirmed by section 35(1) of the *Constitution Act, 1982*.

11.4 The Parties agree that this Letter is not intended to constitute a treaty or land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

12. Work Plan



12.1 To assist in carrying out the intentions set out in this Letter, the Parties intend to create a joint work plan, which may include tasks, timelines, respective leads and meeting schedules, within 3 months of the signing of this Letter.

13. Term

13.1 The Parties agree to work collaboratively in pursuit of the goals identified in this Letter over the next 12 months, or for a period of longer time mutually agreed upon.




The signatories have signed this Letter of Commitment on 7th day of MARCH, 2018.

Signed on behalf of Sts'ailes by:

Signed on behalf of the Province by:



Sah-ahkw – Chief Ralph Leon

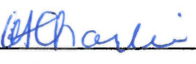

Kerry Grozier, Timber Sales Manager, BCTS FLNR

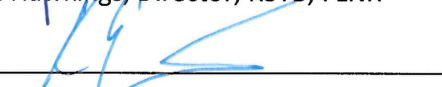

Xoyet thet – Councillor Boyd Peters

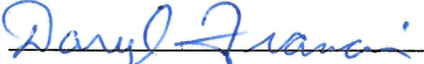

Allan Johnsrude, Regional Executive Director FLNR


Ches Kin Xen – Councillor Chadley Paul



John Hawkings, Director, RSTB, FLNR

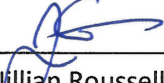

Xoyaliya – Councillor Cheryl Charlie



Kevin Edquist, Director, C & E, FLNR

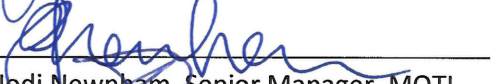

Eyi:ya – Councillor Daryl Francis

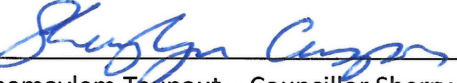

Ken Taekema, Fire Centre Manager, BCWS, FLNR

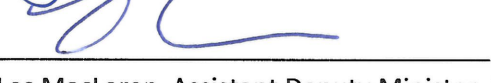

Alokwa – Councillor James SA Leon



Jillian Roussele, Director, Archaeology Branch, FLNR



Tixwettel – Councillor Kelsey Charlie, Sr.



Jodi Newnham, Senior Manager, MOTI



Chemaylem Taunaut – Councillor Sherry Point


Les MacLaren, Assistant Deputy Minister, EMPR



Ne'omot – Councillor Sherylynn Crispin


Yvette Lizee, Manager, South Coast, MIRR


Tousilum – Councillor Tim Felix


Luigi Sposato, Regional Executive Director, MIRR


Witness Signature


Witness Signature

Chaquawet – Willie Charlie

Luigi Sposato, Regional Executive Director, MIRR



Appendix A – Table of Provincial Contacts

Clause	Topic	Lead Agency	Accountability
1.1, 1.2	Cooperative Forestry Management Strategy	BCTS	Kerry Grozier
1.3, 9.1B, 9.1C	Forestry quota and forestry tenure	FLNR	Allan Johnsrude
2.1, 2.2	Recreation management	FLNR	John Hawkings
3.1, 3.2, 3.3, 3.4, 3.5	Compliance and Enforcement	FLNR	Kevin Edquist
4.1, 4.2, 4.3	Wildfire, Safety, Communications, training and employment	FLNR	Ken Taekema
5.1, 5.2	Archaeological referral process	FLNR	Paula Thorogood
6.1, 9.1A	Information signs	MOTI	Jodi Newnham
7.1	Clean energy projects	EMPR	Les MacLaren
8.1, 10	Future agreement	MIRR	Yvette Lizée

APPENDIX B

