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# Framework Agreement

Between the Taku River Tlingit First Nation and the Province of British Columbia

FOR SHARED DECISION MAKING RESPECTING  
LAND USE AND WILDLIFE MANAGEMENT

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MARCH 2008



TAKU RIVER TLINGIT  
FIRST NATION





**FRAMEWORK AGREEMENT FOR SHARED DECISION MAKING  
RESPECTING LAND USE AND WILDLIFE MANAGEMENT**

**Between**

**THE TAKU RIVER TLINGIT FIRST NATION**

**(Hereafter “THE TLINGIT”)**

as represented by the Spokesperson and a Quorum of Clan Directors

And

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

**(Hereafter “BRITISH COLUMBIA”)**

as represented by the Minister of Agriculture and Lands

(collectively “the Parties”)

WHEREAS:

- A. The Taku River Tlingit First Nation asserts aboriginal rights and title throughout the areas in British Columbia and Yukon that the Tlingit have used and occupied since time immemorial;
- B. Traditionally, and in the present, the Tlingit harvest and rely on resources within the traditional territory to sustain themselves and their way of life as an Aboriginal people and intend to continue to do so to perpetuate their way of life for future generations;
- C. The Tlingit have responsibilities to act as stewards of land, waters and resources in their traditional territory for present and future generations;
- D. The Tlingit’s vision for land and resources, as described in *Ha Tlatgi Ha Khustiyxh siti, Our Land is Our Future*, includes ensuring that lands, waters and resources are managed in ways that respect Tlingit laws, knowledge and values, and that resource development is carried out in a sustainable manner, including the primary responsibility to preserve healthy lands, resources and ecosystems for present and future generations;
- E. British Columbia acknowledges and enters into this Framework Agreement on the basis that the Tlingit have aboriginal rights and title within their traditional territory but that the specific nature, scope or geographic extent of those, including any Tlingit laws, have not yet been determined. Other processes that may be engaged in to bring about reconciliation may

result in a common understanding of the nature, scope and geographic extent of aboriginal rights, laws and title of the Tlingit.

- F. British Columbia asserts Crown title to the lands, waters and resources in British Columbia;
- G. British Columbia has responsibilities for the management and development of land, waters and resources of the Planning Area;
- H. British Columbia's strategic vision includes leading the world in sustainable environmental management, with the best air and water quality, and the best fisheries management, bar none;
- I. The Parties acknowledge that senior Provincial officials and First Nations have endorsed and intend to implement a New Relationship based on respect, recognition and accommodation of aboriginal title and rights and that this work may result in new arrangements for land and resource decision making and management, including revenue sharing arrangements;
- J. The Parties were involved in a dispute that was heard by the Supreme Court of Canada in March, 2004. The Parties accept the decision of the Supreme Court and will implement their activities consistent with that decision. The Parties also wish to avoid litigation to resolve disputes in the future;
- K. The Parties are aware of the global significance of land, waters and resources in the Planning Area, including wildlife, fisheries, habitat and undeveloped wilderness areas; and,
- L. The Parties entered into a Contribution Agreement on October 26, 2005, on March 31, 2006, and on September 6, 2006 to provide resources for the development of a land use framework.

THEREFORE THE PARTIES AGREE AS FOLLOWS:

## **1 Definitions**

The following definitions apply in this Framework Agreement:

- a) "Forum" or "Joint Land Forum" means the government-to-government structure created under section 3.1 of this Framework Agreement.
- b) "New Relationship" means the vision and approach developed by British Columbia and the First Nations Summit, the Union of B.C. Indian Chiefs and the B.C. Assembly of First Nations and commitments flowing from that initiative.
- c) "Plan" means plans and other management products or tools agreed by the Parties pursuant to this Framework Agreement, including but not limited to plans respecting land use, cultural and traditional use and protection, wilderness protection, wildlife management and economic development, and includes the components of such plans.

- d) “Planning Area” refers to the Land Use Planning Area (LUP Area) and the Collaborative Fish and Wildlife Planning Area (CFWP Area) as identified in Appendix A.
- e) “Responsible Official” means the persons identified by each party to oversee implementation of this Framework Agreement and to seek a decision from their respective leadership on Forum recommendations.
- f) “Shared Decision Making” means the process that the Tlingit and British Columbia agree that they will use to engage collaboratively on the development and implementation of particular plans, as contemplated in this Framework Agreement in sections 2.3.b, 4 and 6.1 with the goal of seeking an outcome that accommodates rather than compromises the interests of both Parties. It is understood that shared decision making will normally supplement or modify an existing decision making process as the parties may agree, but will not fetter or delegate statutory authority or discretion under provincial laws or the TRTFN Constitution.

## 2 Vision and Outcomes

- 2.1 The Parties are entering into this Framework Agreement as a step toward the implementation of the New Relationship, and more specifically to establish a Shared Decision Making process as between them respecting land use, freshwater fish and wildlife management matters.
- 2.2 While it is understood that this Framework Agreement is not a land claims agreement, the Parties intend that activities undertaken to implement this Framework Agreement will foster reconciliation of the interests of the parties, including aboriginal and Crown title, and represent tangible, interim progress toward a longer term reconciliation.
- 2.3 To achieve the vision indicated in Section 2.1 and 2.2, the Parties’ efforts, both through the implementation of this Framework, and the products resulting from the Framework, will contribute to the achievement of the following specific outcomes:
  - 2.3.a Reduction in conflicts between the Parties over land use and wildlife management matters;
  - 2.3.b Increased clarity on the processes, policies, and structures, including Shared Decision Making processes, that will be used between the parties to achieve sustainable environmental management of lands, waters and resources;
  - 2.3.c Operational decision making processes that are more effective, and more efficient than those currently in use for addressing the interests of both Parties;
  - 2.3.d Mechanisms that protect healthy, fully functioning ecosystems which sustain land, waters and resources on which the Tlingit’ rely for their Aboriginal rights and way of life, and their social, cultural, spiritual and economic well-being—*ha tlatgi, ha khustiyixh siti*;

- 2.3.e The integrity of areas that are culturally significant to the Tlingit are secured and maintained;
  - 2.3.f Increase in diversification of sustainable economic activity in the Atlin Taku Area, including but not limited to improved employment opportunities and economic benefits for the Tlingit, Atlin residents, other communities and for citizens of British Columbia;
  - 2.3.g Strategies that can provide for both Parties the capacity and resources needed to implement the Plans and apply Shared Decision Making for specific Plans;
  - 2.3.h Healthy populations of wildlife species within the Planning Area;
  - 2.3.i Wildlife species that are hunted have populations robust enough to meet conservation requirements, First Nations food, social and ceremonial requirements as recognized and affirmed under s.35 (1) of the Constitution Act, 1982, and also provide opportunities for resident and non- resident hunters; and
  - 2.3.j Other outcomes as specifically agreed to at the Forum.
- 2.4 The Forum shall develop indicators to track progress toward the outcomes as defined under Section 2.3.
- 2.5 The joint planning efforts of the Parties shall be conducted in a manner that respectfully considers the Province of British Columbia's *Strategic Plan*, February 2006, the Ministry of Agriculture and Lands' *Service Plan*, February 2006 and the Tlingit's *Ha Tlatgi Ha Kustiyixh Siti: Our Land is Our Future: Taku River Tlingit Vision and Management Direction Document for Land and Resources*.

### **3 Government to Government Forum**

#### **3.1 Joint Land Forum**

- 3.1.a The Parties will establish a Joint Land Forum ("the Forum"), which is a bilateral government to government forum, comprised of the provincial government as holder of Crown lands and the TRTFN as holder of aboriginal rights and title.
- 3.1.b The purpose of the Forum is to implement the activities identified in this Framework Agreement.
- 3.1.c Each Party will appoint three representatives to the Forum and will consult with each other before making their appointments.
  - 3.1.c.i The Province will allocate one of its seats on the Forum to a community interests representative who will participate on the Forum as part of the provincial team.
- 3.1.d Each Party will appoint one of its representatives to act as Co-Chair of the Forum. The Co-Chairs will jointly manage the work of the Forum.

- 3.1.e Each Party will name a Responsible Official who will oversee implementation of this Framework Agreement (the “Responsible Official”).
- 3.1.f The Co-Chairs for the Parties will each report to their respective Responsible Officials.
- 3.1.g The Province will develop a protocol with the Atlin Advisory Planning Committee, on behalf of the community of Atlin, that will establish a cooperative relationship between the Province and the community of Atlin, and describe how the Province and the community will work together for purposes of advancing land use planning and other activities in a respectful and cooperative manner.

### 3.2 Forum Operations

- 3.2.a The Forum will use interest-based negotiations and seek to develop recommendations that are mutually acceptable to the Co-chairs on all matters of substance.
- 3.2.b Where mutually acceptable recommendations cannot be reached, the co-chairs will use the dispute resolution steps in section 10 on all matters of substance.
- 3.2.c The Forum may develop its own procedural guidelines, as it considers appropriate from time to time.
- 3.2.d The Co-chairs may appoint a facilitator to assist the work of the Forum.
- 3.2.e Each Party’s representatives may bring technical and resource persons to meetings of the Forum or its working groups, as they consider appropriate from time to time.
- 3.2.f The co-chairs will report to a meeting of the Responsible Officials of the Parties, at least semi-annually.

### 3.3 Forum Recommendations

- 3.3.a Once the Forum has prepared their recommendations, the co-chairs of the Forum will submit those recommendations to their Responsible Officials.
- 3.3.b The Responsible Officials will then be responsible to seek a decision from each of their respective leadership or decision makers.
- 3.3.c For each set of recommendations, the Parties will work to adhere to similar timelines and processes whereby they seek approval of the recommendations.
- 3.3.d Upon completion of a draft Plan under this Framework Agreement, each Responsible Official will strive to:
  - 3.3.d.i Review the Plan within 120 days, or such longer period as agreed to by the Parties,

- 3.3.d.ii Seek to a) approve the full draft Plan by recommending it for formal signing by the each Party's designated signing authorities or b) send it back to the Forum with suggested changes or modifications for further consideration and revision by the Forum.
- 3.3.e The Forum will, within 60 days, or such period as agreed by each Party, consider the changes or modifications to the draft Plan suggested by the Parties following which the Co-chairs will, informed by the considerations of the Forum, revise the recommended Plan, or provide reasons for their recommendation not to do so to each Party.
- 3.3.f If, on the conclusion of the process outlined in clause 3.3.d and 3.3.e, either Party does not approve the final Plan for formal signing, then that Party will, subject to the requirements for Cabinet and Tlingit confidentiality, provide the other Party with written reasons detailing the specific subjects of, and reasons for, its non-approval.

#### 3.4 Work Planning

- 3.4.a The Forum will develop detailed work plans for its work based on the outline in Appendix B, and may establish task teams or arrange for the production of studies or reports to assist its work, as it considers appropriate.

#### 3.5 Community and Stakeholder Involvement in Planning

- 3.5.a The Parties engaged an independent third party to consult with the community of Atlin and recommend a "Community and Stakeholder Involvement Strategy for Planning in the Atlin Taku Region". Following community and stakeholder review and review by the Parties, this Involvement Strategy will exist as a working document that is linked to, but separate from, the Framework Agreement.
- 3.5.b The Forum will use the Community and Stakeholder Involvement Strategy as a basis for public involvement in planning under the Framework Agreement, and will make refinements to involvement methods and timing in response to the requirements of the planning process as it unfolds.

#### 3.6 Participation by other First Nations

- 3.6.a The Parties recognize that other First Nations have an interest in the Planning Area, but further, British Columbia recognizes that other First Nations claim aboriginal rights and title within the Planning Area.
- 3.6.b The Taku River Tlingit First Nation has established a Letter of Understanding with the Dakh Ka Tlingit Nation for their involvement in the land use planning process.

- 3.6.c British Columbia and the Tlingit will, jointly or individually, initiate discussions regarding land use with First Nations that have interests in portions of the Planning Area and will establish a work plan to guide these discussions, in order to promote a coordinated and mutually agreeable approach to these issues.
- 3.6.d The purpose of those discussions will be to identify solutions or mechanisms that allow the activities outlined in Section 4.1 and 4.4 to be completed in a manner that respects the government to government relationships between and among British Columbia and First Nations.
- 3.6.e The parties will ensure that matters raised in section 3.6.d will be considered by the Forum.

## **4 Land Use and Wildlife Management**

- 4.1 Within 24 months of the effective date of this Framework Agreement, the Forum will develop land use recommendations for the land use Planning Area (the “LUP Area”) as defined in Appendix A. The topics for land use planning will include:
  - 4.1.a A framework for culturally and ecologically sustainable management grounded in ecosystem-based management principles and practice including principles, goals, and objectives for critical habitat and ecosystem management.
  - 4.1.b Designated resource management zones, defining the scope of acceptable activities, including:
    - 4.1.b.i Areas for protection from major industrial development due to their cultural, ecological, wildlife, or fisheries values; and,
    - 4.1.b.ii Areas available for ecologically sustainable and culturally appropriate development.
  - 4.1.c A Regional access strategy for the LUP Area that clarifies opportunities for resource access.
  - 4.1.d A strategic review of deregulated streams in the LUP Area and a recommended approach to developing best practices, restoration plans and/or other measures that address Tlingit concerns regarding water quality and fish habitat.
- 4.2 Subsequent to reasonable progress on the land use plan and prior to the expiration of the Framework Agreement, the Forum will complete a local access plan for the “LAP Area” as identified in Appendix A.
- 4.3 Within 12 months of the effective date of this Framework Agreement, the Forum will develop interim Collaborative Harvest Management Plans for four selected populations of wildlife: Atlin East Stone Sheep, Atlin Caribou, Atlin Area Moose and Lower Taku Grizzly Bear. These will be developed consistent with Ministry of Environment authority, policies and principles and Tlingit principles and aboriginal hunting rights, and will be

interim measures to be replaced by the Collaborative Fish and Wildlife Management Plan (Section 4.4). These interim Plans will include:

- 4.3.a Identification of population boundaries for harvest management planning;
- 4.3.b Identification of current population status and management goals;
- 4.3.c Recognition that the priorities for population management are as follows: conservation; aboriginal harvest for food, social and ceremonial; and British Columbia resident and guide outfitter harvest;
- 4.3.d Prediction of annual allowable harvest by sex and age for each identified population in accordance with identified population goals and incorporating Tlingit traditional harvesting practices;
- 4.3.e Harvest monitoring and data sharing; and
- 4.3.f Population monitoring or evaluation, if required.

4.4 The Forum will initiate within 18 months of the effective date of this Framework Agreement, and complete within 36 months of the effective date, a Collaborative Fish and Wildlife Management Plan for the collaborative fish and wildlife plan area (the “CFWP Area”) as defined in Appendix A. The topics for the CFWP will include:

- 4.4.a Principles, goals and objectives for population management.
- 4.4.b Principles, goals and objectives for critical habitat and ecosystem management.
- 4.4.c Identification of species and habitats for management, including:
  - 4.4.c.i Harvested species and their critical habitats;
  - 4.4.c.ii Rare, sensitive or culturally important species and their critical habitats;
  - 4.4.c.iii Indicator species for biodiversity or ecosystem health; and,
  - 4.4.c.iv Species, populations or habitat areas of special interest.
- 4.4.d For fish, the Forum will make recommendations on lake trout and grayling management in the CFWP Area and other matters of Provincial authority as agreed by the Forum.
- 4.4.e A process that allows additional species, population and habitat identification.
- 4.4.f Spatial boundaries for management that reflect ecological dynamics of the identified species, population or habitat.
- 4.4.g Shared Decision Making structures, policies and strategies for the Parties to implement components of this Framework Agreement, including:
  - 4.4.g.i Population and habitat monitoring requirements and adaptive management systems;
  - 4.4.g.ii Protective measures of species, populations and habitats;

- 4.4.g.iii Harvest monitoring, and management; and,
- 4.4.g.iv The mechanisms by which the Plan will guide wildlife or fish tenure, and permit sale or renewal.
- 4.4.h Other matters specifically referred to the Forum by the Parties.
- 4.5 The province will consult with the local community and stakeholders on products developed under section 4.3 and 4.4 through the Regional Wildlife Advisory Committee, as well as periodic information updates provided to the local community.
- 4.6 Both Parties are engaged in discussions on regional wildlife management through the Northern Nations Alliance (NNA). The Parties intend to consider products developed through the NNA to advance the development of the Collaborative Fish and Wildlife Management Plan. Upon initiation of the planning under s. 4.4, the Parties will assess the degree to which CFWP components have been addressed by the NNA, or other Plans under this Framework Agreement, and develop a workplan to address remaining gaps and application to the CFWP Area.
- 4.7 The Forum will recommend how Shared Decision-Making should be applied respecting the collaborative management of existing and new protected areas for consideration by the Parties.
- 4.8 In developing its recommendations under section 4, the Forum will make use of and build upon the information and analyses available from the Province, the TRTFN, other First Nations, licensed users, local community organizations, public interest groups and individuals, as it considers appropriate.

## **5 Economic Opportunities and Revenue Sharing**

- 5.1 The Parties will identify and negotiate economic opportunities and revenue sharing agreements consistent with the New Relationship that assist the Parties in meeting desired economic objectives, including:
  - 5.1.a An invitation to the Tlingit to apply for a permit for the vacant guide outfitter territory in the Sloko area, which may be renewed annually for a period of five years.
  - 5.1.b Consideration of long term options regarding the Sloko guide-outfitter license and certificate;
  - 5.1.c An investigation of the means by which the Parties can facilitate and benefit from innovative partnerships or joint ventures for recreational lot, resort development or other crown land development;
  - 5.1.d The identification and assessment of development opportunities on the lakefront of Atlin Lake and in the vicinity of the community of Atlin; and,

- 5.1.e Consideration of the affect of economic opportunities on the greater Atlin community.
- 5.2 The Parties will explore crown revenue sharing opportunities that emerge from policies developed under the New Relationship discussions.

## **6 Implementation**

- 6.1 Each Plan recommended by the Forum will include a recommendation for an appropriate Shared Decision Making process, as required for the implementation of that Plan, in order to provide for functions integral to the Plan such as monitoring and adaptive management systems or future management decisions that will be taken in the implementation of the Plan. Recommendations for Shared Decision Making processes will be integrated and consistent between Plans in order to provide efficient use of both Parties' resources.
- 6.2 Each Plan recommended by the Forum will also include recommendations for measures required for effective implementation, such as:
  - 6.2.a Information gathering and inventories;
  - 6.2.b Strategies for implementation, including appropriate legal designations that may be used to implement components of the Plans;
  - 6.2.c Capacity development strategies and mechanisms;
  - 6.2.d Resources needed to implement components of the Plans;
  - 6.2.e Methods to ensure effective coordination within and among each Party's agencies and levels of government to ensure timely implementation; and
  - 6.2.f Other matters specifically referred to the Forum by the Parties.
- 6.3 The work of the Forum should proceed incrementally when practicable in order to provide benefits and outcomes for the Parties as soon as possible. Therefore, to the extent it is practicable to do so, the Forum may develop proposals, consistent with Appendix B that it recommends for implementation by the Parties before the work of the Forum is complete.

## **7 Interim Matters**

- 7.1 To safeguard the integrity and effectiveness of the process established by this Framework Agreement, the Parties agree on the following recommended Interim Measures to maintain culturally significant areas, important conservation areas and to advance the purposes of s.2 while the Framework Agreement is being implemented. These measures are defined in Appendix E and include:

- 7.1.a The Minister of Agriculture and Lands will submit an application to the chief gold commissioner for a regulation as contemplated by section 22(a) of the *Mineral Tenure Act* to establish a “no registration” reserve for new mineral tenures, within the area shown in Appendix C;
  - 7.1.b The Minister of Agriculture and Lands will advertise and consider establishing a designation under Section 93.4 of the Land Act that prohibits commercial forest harvesting in the area shown in Appendix C. The designation will permit miscellaneous timber harvesting associated with non-forestry activities.
  - 7.1.c An order of the Minister of Agriculture and Lands for Notations of Interest, or Land Act Designations under sections 17 of the Land Act, temporarily withdrawing land parcels identified in Appendix D from certain dispositions under the Land Act to preclude (1) the sale or lease of land parcels and (2) to prohibit agricultural leases, except for uses designated under s. 17 or compatible with Tlingit cultural interests.
  - 7.1.d These Interim Protection Measures are intended to be replaced by land use zones, objectives and designations as they are approved and implemented upon completion of the activities in this Framework Agreement.
- 7.2 The Parties agree on the importance of interim wildlife conservation measures (or strategies) for the species and populations defined in section 4.3. The Tlingit and the Ministry of Environment have developed a letter of understanding to define, and guide the implementation of these measures. The Parties will seek to implement these measures so that they are in effect for the duration of this agreement, including a recommendation to the Regional Manager of the Fish and Wildlife Branch of the Ministry of Environment where required. These measures will inform and be consistent with the development of the Collaborative Fish and Wildlife Management Plans contemplated under s 4.4.
- 7.3 Subject to s 7.5, if either Party is asked to approve of a development or activity in the LUP or CFWP Areas that is a major, new project, it shall use reasonable efforts to inform the other Party of the particulars of that application. At the request of either Party, the Forum will consider and provide timely recommendations to the relevant decision makers respecting that application and whether approval might reasonably affect or compromise the integrity and effectiveness of the process established by this Framework Agreement, including the development or implementation of any plan to be developed pursuant to this Framework Agreement. A major new project is defined as:
- 7.3.a Any new road that will be passable by four wheel drive vehicles, that is longer than 2 km, and is outside of the current Forestry Administration Area;
  - 7.3.b Any new forest tenure in excess of 10,000 m<sup>3</sup> per year;
  - 7.3.c Any new permit to construct a permanent structure on crown land in excess of 200 square meters;

- 7.3.d Any new major mine development that requires a Mines Act Permit, or any new small mine developments that are considered sensitive by the Regional Manager of the Ministry of Energy Mines and Petroleum Resources or are referred to the Regional Mine Development Review Committee;
- 7.3.e The sale of crown land in excess of 2 hectares;
- 7.3.f The issuance of any other Crown licence, permit or other authorization for the use of land, water or resources that in the opinion of both Parties could reasonably affect or compromise the development of the land strategy and decision framework or its implementation, and based on the following criteria:
  - 7.3.f.i The proposed disposition has the potential to cause serious and irreversible harm; and
  - 7.3.f.ii The area of the proposed disposition is of high sensitivity to the Tlingit due to unique features or uses in the area.
- 7.4 For projects considered under s. 7.3, the Forum may include recommended mitigation measures to prevent the project from compromising the development or implementation of the Plan. The Parties may also, jointly or individually, make recommendations that authorization of the project not proceed until mitigation measures are developed.
- 7.5 Any new project within the Planning Area that is subject to review under the Environmental Assessment Act will be reviewed under that process and any government to government process that may be established between British Columbia and the Tlingit and is separate from the discussions at the Forum. Appropriate mitigation measures for those projects will be identified through the environmental assessment and any government to government process that may be established rather than through the Forum. However, at an early stage in the environmental assessment process, the Environmental Assessment Office will provide the Forum with notice of the project. The Forum, on receiving this notice, will provide the Environmental Assessment Office with timely information regarding the current status of the work under this Framework Agreement, together with the Forum's preliminary view as to whether and how Plans being developed or implemented through this Framework Agreement may be impacted by the project.
- 7.6 It is the intent of the Parties that decision making is more streamlined and effective through the implementation of these interim measures. To further this intention:
  - 7.6.a British Columbia will make available to third parties with an interest in resource or land development in the Planning Area, information related to Interim Measures outlined in s. 7, so that applicants can harmonize their proposals with the provisions in this Agreement.
  - 7.6.b Where applications from third parties for resource or land development in the Planning Area are consistent with the provisions of this Agreement, the Parties will jointly seek to ensure that consultation is completed in an effective and efficient manner for all parties.

- 7.7 British Columbia recognizes the high significance of the Lower Taku to the Tlingit and acknowledges that development in this area related to mineral exploration and mine development needs to consider the interests of the Tlingit. The processes identified in section 7, or other mechanisms agreed by the Parties, will be used to address Tlingit interests in this area during the term of the planning process. Further, the Parties agree that creative processes and solutions that reconcile the interests of the Tlingit and British Columbia are required for this area and that discussions in the Forum will seek to advance discussions on this particular area as soon as practicable.

## **8 Time Frame and Resources for Implementation**

- 8.1 The Parties will make best efforts to commit sufficient resources and priority for completing the deliverables outlined in the workplan in Appendix B.
- 8.2 British Columbia will, subject to an appropriation of the legislature, be responsible for funding the following components of the process:
- 8.2.a Provision of standard GIS data and analysis;
  - 8.2.b Consultation with the general public, other First Nations and third Parties;
  - 8.2.c An assessment of the social, environmental, and economic impacts of the land use recommendations; and
  - 8.2.d Technical development of the Collaborative Fish and Wildlife Management Plan.
- 8.3 The Parties will jointly seek funding for other costs for the process including:
- 8.3.a Inventories that are incremental to the standard inventories used by British Columbia for land use planning and wildlife management;
  - 8.3.b Special studies that the Parties believe will assist the process;
  - 8.3.c Dispute resolution;
  - 8.3.d A facilitator for the Forum; and,
  - 8.3.e Tlingit participation in the process.

## **9 Term and Renewal of this Framework Agreement**

- 9.1 The term of this Agreement is 36 months from the signing of the Agreement by both Parties.
- 9.2 In the final year of the term of this Agreement, the Parties will undertake an evaluation of progress and outcomes, and based on this evaluation, intend to negotiate a renewal of this Framework Agreement to:

- 9.2.a Guide implementation of the recommendations resulting from this Framework Agreement; and,
- 9.2.b Address other matters of importance to the Parties.

## **10 Disputes**

- 10.1 The Parties recognize that the successful implementation of this Framework Agreement, and the building of cooperative working relations, will depend upon their ability and willingness to recognize, explore and resolve differences, which arise between them.
- 10.2 The Parties will endeavour to resolve issues or disputes about the Framework Agreement or its implementation that may arise in a manner that allows for and fosters an improved, ongoing, and respectful Government to Government relationship between British Columbia and the Tlingit. The Parties will endeavour to use interest-based discussions.
- 10.3 If the Parties are unable to reach an agreement or resolve a disagreement respecting the interpretation or implementation of this Framework Agreement or any recommendation from the Forum, the co-chairs may:
  - 10.3.a Exchange in writing a full description of the impasse, together with their concerns and interests and the proposed specific actions that could be taken to address the concerns and interests;
  - 10.3.b Use non-binding facilitation and/or mediation;
  - 10.3.c Forward the issue to the Responsible Officials or other senior representatives of the Parties for direction and/or assistance; and/or,
  - 10.3.d Seek other appropriate dispute resolution measures as may be agreed upon by each Party.
- 10.4 Where mediation or any other facilitated process is agreed upon, the terms of reference and choice of mediator or facilitator will be mutually agreed upon by the Parties.
- 10.5 When an issue has been forwarded to the Responsible Officials pursuant to section 10.3 (c) then within 30 working days the Parties will jointly hold an education forum to inform the Responsible Officials of their respective concerns, interests, positions and recommendations. Following such forum, the Responsible Officials will determine whether they will assume responsibility for the resolution of the dispute or redirect or recommend the next steps towards resolution.

## **11 General Provisions**

- 11.1 Other than as expressly provided in this Framework Agreement and any agreement reached pursuant to it, this Framework Agreement and any agreement reached pursuant to it do not

create, recognize, define, deny, limit or amend any of the legal or constitutional rights and responsibilities of the Parties.

- 11.2 This agreement is not a treaty or lands claim agreement within the meaning of sections 25 and 35 of the Constitution Act, 1982.
- 11.3 The Parties recognize that during the Term of this Framework Agreement, there may be specific issues that arise which lead to litigation by one or another Party. The Parties agree that, in these situations, the work contemplated by this Framework Agreement, including the operations of the Forum, should continue, unless the matters that are at issue in the litigation are specific to that work or the activities of the Forum itself, or of this Framework Agreement, or unless a Party determines that continued participation in that work or the Forum may prejudice its interests in the litigation.
- 11.4 The parties are intending through this process to engage in a process of meaningful consultation, and if appropriate, workable accommodation with respect to any impacts of the matters covered in section 4, 6 or 7 of this Framework Agreement on the asserted aboriginal rights or title of the Tlingit.
- 11.5 The parties agree that this Framework Agreement, and work done and agreements reached pursuant to it may be referred to by either party in negotiations or litigation respecting the fulfillment of their respective obligations to consult or accommodate. However the parties will not refer to such work or agreements for any other purpose.
- 11.6 The Parties agree that in order to allow for creative discussion of scenarios, they may jointly agree to undertake specific discussions on a “without prejudice” basis. When such discussions take place, they will specifically be recorded as having occurred on a “without prejudice” basis.
- 11.7 Any agreement reached pursuant to this Framework Agreement is not intended to limit the positions that either Party may take in future negotiations or litigation regarding the aboriginal rights or title of the Taku River Tlingit, including treaty negotiations.
- 11.8 This Framework Agreement may be amended or renewed with or without amendments by written agreement of the Parties.
- 11.9 This Framework Agreement will remain in effect until terminated by either or both of the Parties by written notice to the other, and such notice shall state the reason(s) for termination. Subject to available appropriations for that purpose, funding commitments made prior to the date of termination shall be honoured by both Parties.
- 11.10 The Parties will review this Framework Agreement annually, on or about its anniversary date, and will consider amendments that may be required to further its objectives.

11.11 Nothing in this Framework Agreement shall be interpreted in a way that would fetter statutory discretion under provincial laws or authorize Tlingit actions inconsistent with the TRTFN Constitution.

11.12 Any obligation on the part of British Columbia to provide funding or payments in relation to this Framework Agreement is subject to an appropriation of funds being made available by Treasury Board in accordance with the *Financial Administration Act*.

IN WITNESS WHEREOF the Parties have executed this Framework Agreement on the 26  
day of March, 2008.

SIGNED on behalf of Taku River Tlingit First Nation:

Louise Gordon

Louise Gordon  
Wolf Clan Director  
Taku River Tlingit First Nation

Nicole Gordon

Witness

Wayne Carlick

Wayne Carlick  
Crow Clan Director  
Taku River Tlingit First Nation

Nicole Gordon

Witness

Sandra Jack

Sandra Jack  
Spokesperson  
Taku River Tlingit First Nation

Nicole Gordon

Witness

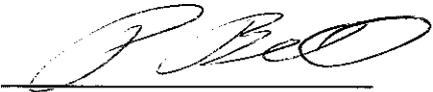
Shirley Reeves

Shirley Reeves  
Crow Clan Director  
Taku River Tlingit First Nation

Nicole Gordon

Witness

SIGNED on the behalf of Her Majesty the Queen in Right of the Province of British Columbia:

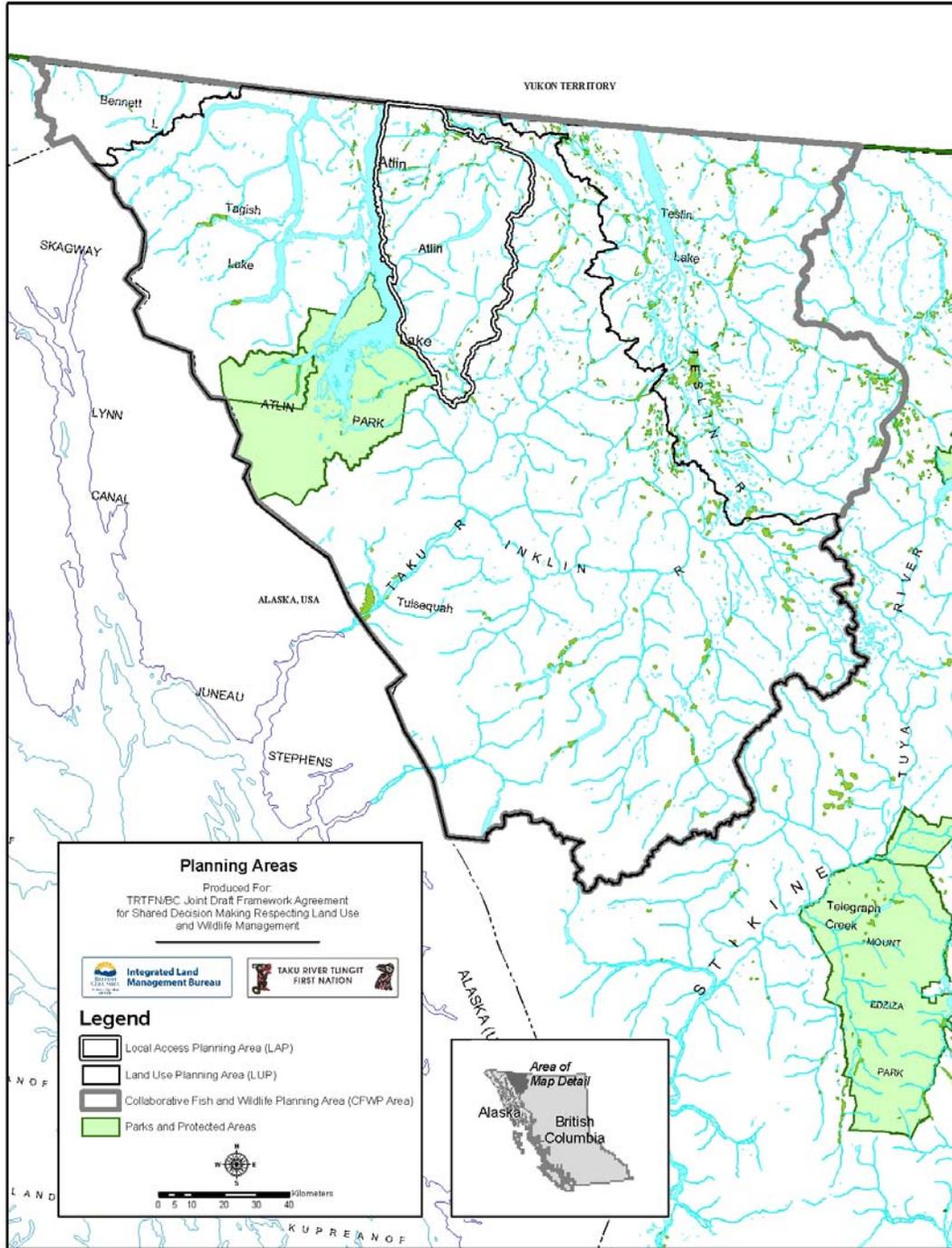


Honorable Pat Bell  
Minister of Agriculture and Lands



Witness

# Appendix A: Planning Areas

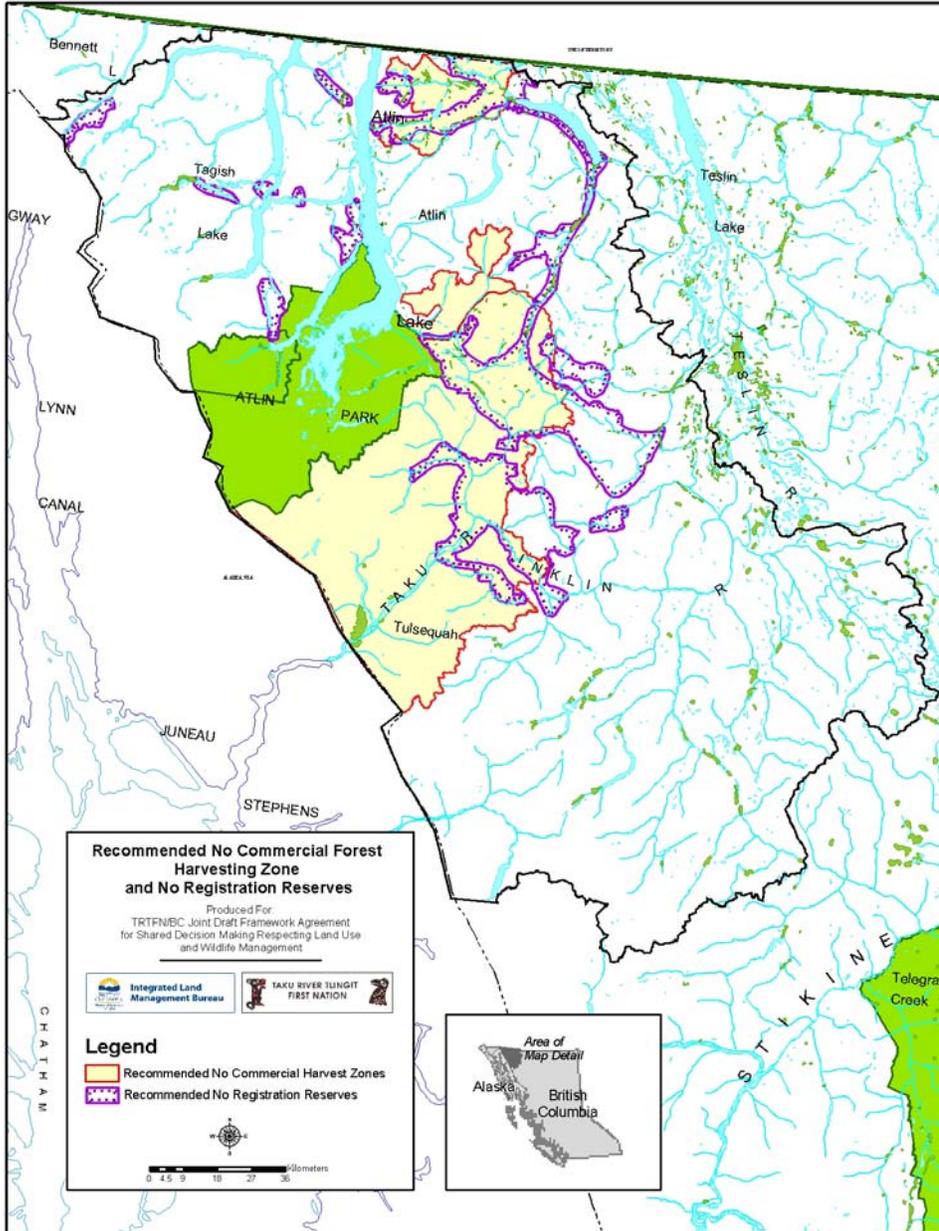


## Appendix B: Milestones

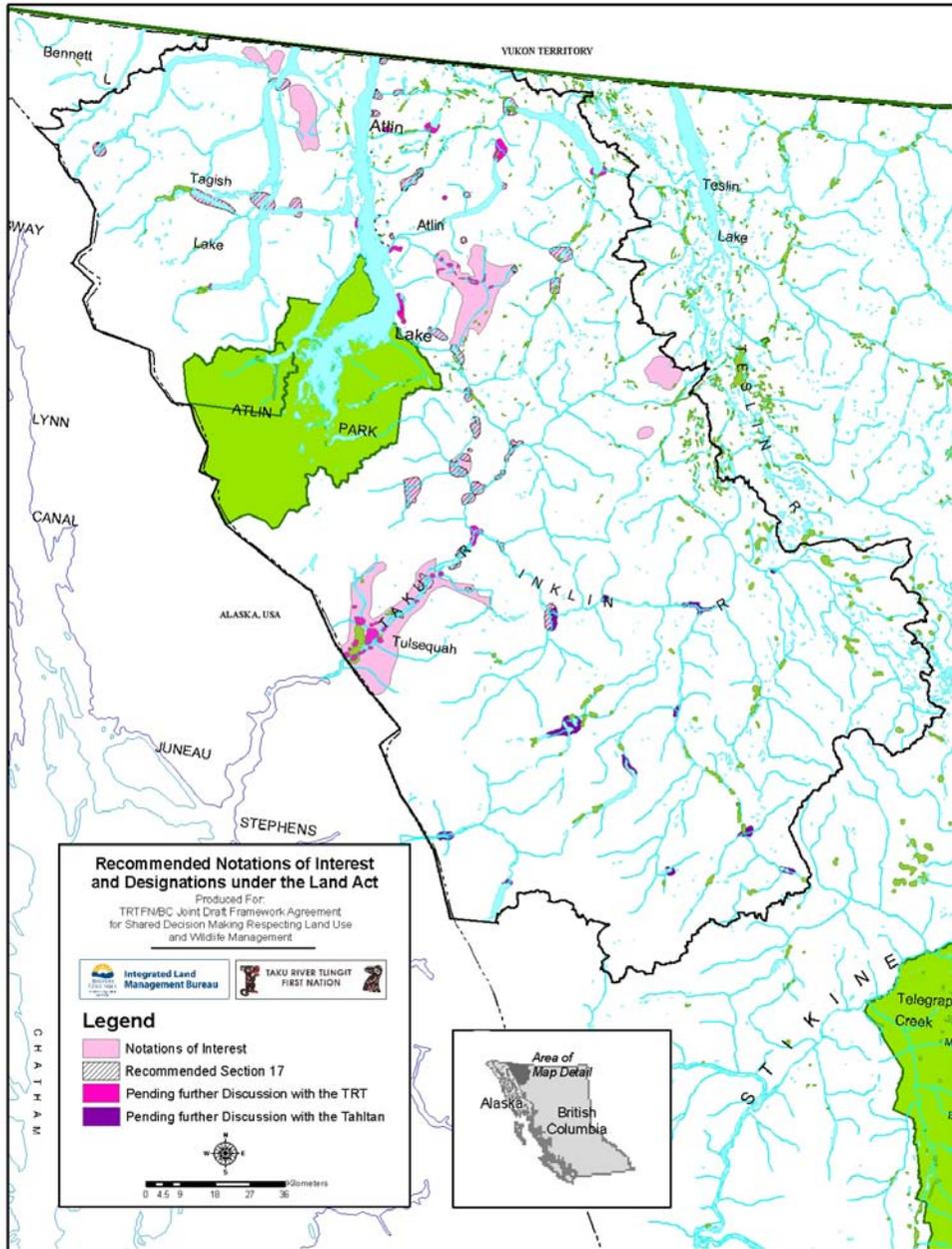
MILESTONE	DELIVERABLES	TIME <sup>1</sup>
G2G Forum Established (s. 3.1)	<ul style="list-style-type: none"> <li>a) Forum Operating Procedures</li> <li>b) Land Use Plan Project Workplan</li> <li>c) Public Involvement Strategy</li> </ul>	3 months
Interim Measures In Place (s. 7.1)	<ul style="list-style-type: none"> <li>a. No Registration Reserves Established</li> <li>b. No Commercial Forest Harvesting Zone Established</li> <li>c. Interim Caribou Winter Range Management Areas Established</li> <li>d. Land Act Notations of Interest in place</li> <li>e. Interim Wildlife Conservation Measures in place or underway</li> </ul>	3 months
Interim Collaborative Wildlife Planning for four species complete (s. 4.3)	<ul style="list-style-type: none"> <li>a. Recommended Collaborative Wildlife Plan for four populations: (Atlin Caribou, Atlin East Stone Sheep, Lower Taku Grizzly, Atlin area Moose)</li> </ul>	12 months
Collaborative Fish and Wildlife Plan Initiated (s. 4.4)	<ul style="list-style-type: none"> <li>b. Project Work Plan for Collaborative Fish and Wildlife Management Plan</li> </ul>	21 Months
Land Use Planning Complete (s. 4.1)	<ul style="list-style-type: none"> <li>c. Recommended Land Use Plan</li> <li>d. Recommended Implementation Plan</li> </ul>	24 months
Land Use Plan Process Evaluation Complete (s. 9.1)	<ul style="list-style-type: none"> <li>a. Land Use Plan Process evaluation and action plan</li> </ul>	26 Months
Collaborative Fish and Wildlife Management Planning Complete (s. 4.4)	<ul style="list-style-type: none"> <li>a. Recommended Collaborative Fish and Wildlife Management Plan</li> <li>b. Recommended Implementation Plan</li> <li>c. Local Access Plan completed</li> </ul>	36 Months
SDM recommendations for Protected Areas Complete (s.4.7)	<ul style="list-style-type: none"> <li>a. Recommended Protected Areas SDM arrangements</li> </ul>	36 Months
Forum Renewal (s.9.1)	<ul style="list-style-type: none"> <li>b. Recommended new or revised Framework Agreement</li> </ul>	36 Months

<sup>1</sup> From the signing of the agreement

# Appendix C: Interim Matters: Recommended No Commercial Forest Harvesting Zone and No Registration Reserves



## Appendix D: Interim Matters: Recommended Notations of Interest and Designations under the Land Act



## Appendix E: Description of Interim Measures

Notations of Interest (NOIs) identify areas of high cultural value to the TRTFN on Provincial reference maps. The Province is responsible for consulting with the TRTFN on new land tenure applications that overlap with NOIs while planning is underway.

Section 17 Designations identify areas of high cultural value to the TRTFN. They are established under the *Land Act* in areas that are small, geographically focussed and, in the majority of cases, do not overlap existing tenures. The Province is responsible for ensuring that new land tenures do not compromise the interests that have been identified within Section 17 Designations while planning is underway.

No Commercial Forest Harvesting Zones (NCFHZs) protect wildlife habitat and prohibit large scale forestry while planning is underway. Large-scale commercial timber harvesting operations (e.g. forest licenses, tree farm licences, and other large scale logging tenures) are not permitted within NCFHZs. Fire-wood collection, small-scale timber salvage and harvesting of trees required for other activities such as mining, guide outfitting and tourism development are permitted in the NCFHZs.

No Registration Reserves (NRRs) prevent staking of new mineral tenures in areas of high ecological and cultural value while planning is underway. NRRs apply only to new mineral tenures. Existing mineral tenures and other activities such as timber harvesting, public recreation, guide outfitting and hunting are not affected by NRRs.