
NEWS RELEASE

For Immediate Release
2014ARR0013-000840
June 19, 2014

Ministry of Aboriginal Relations and Reconciliation
Stó:lō – People of the River Referrals Office

Agreement streamlines consultation in Fraser Valley

CHILLIWACK – A multi-year strategic engagement agreement (SEA) with 14 Stó:lō First Nations will enhance effective consultation and engagement on land and resource management decisions in the Fraser Valley.

The three-year agreement builds on a successful 24-month pilot in which the First Nations and the Province worked together to negotiate and implement a framework agreement to improve relations between the parties. The new agreement will continue to create more effective procedures for administering applications and referrals for the First Nations, government and industry.

The B.C. government is providing a total of \$2.1 million over the life of the agreement, which encompasses Stó:lō territory.

The agreement follows the pilot model with a government-to-government forum to oversee implementation. Provincial agencies processing land and resource applications will continue to work closely with the People of the River Referrals Office (PRRO), which acts as a single point of contact to ensure applications are referred to the appropriate signatory First Nation within agreed timelines. The B.C. government, the First Nations and industry benefit from this consultation process.

The provincial government recognizes that the area covered by the SEA hosts a number of major projects, and the agreement includes specific processes on referrals related to major projects.

SEAs with First Nations are intended to encourage a positive and respectful government-to-government relationship; strengthen B.C.'s investment climate and establish mutually agreed-upon procedures for consultation and accommodation. For First Nations who chose to enter the treaty process, SEAs can help to build the mechanisms to support decision-making in a post-treaty environment.

The 14 Stó:lō First Nation members participating in the pilot are Chawathil First Nation, Cheam First Nation, Leq'á:mel First Nation, Scowlitz First Nation, Shxw'ow'hamel First Nation, Skawahlook First Nation, Sumas First Nation and the Ts'elxwéyeqw Tribe, which signed on behalf of the Aitchelitz Band, Shxwhá:y Village, Skowkale First Nation, Soowahlie First Nation, Squiala First Nation, Tzeachten First Nation and Yakweakwisoose First Nation.

The provincial government has reached 31 economic benefit agreements with First Nations since the BC Jobs Plan was launched in 2011, and 13 of the 10 new non-treaty agreements B.C. committed to reaching over the next two years. These agreements support economic opportunities for both First Nations and neighbouring communities.

Quotes:

John Rustad, Minister of Aboriginal Relations and Reconciliation –

“I firmly believe that working in partnership is the best way to ensure meaningful participation in resource management for First Nations. I am delighted to see all the hard work from the pilot project grow into this significant multi-year agreement.”

Otis Jasper, Chairperson, Stó:lō First Nations Strategic Engagement Agreement Board –

“Our Stó:lō leadership is firmly supportive of our SEA. This agreement establishes a framework for engaging with the Province on a government-to-government level regarding land and resources uses within our tribal lands. Our lands and resources are vitally important to our culture and economy. Developing a pilot two years ago and now a full-scale SEA speaks to the commitment of our combined leadership as Stó:lō from our multiple tribes to work together with the province on matters that are of great importance to all of our communities.”

Quick Facts:

- The \$2.1 million funding for the Stó:lō SEA breaks down to \$700,000 per year for the signatory First Nations.
- B.C. now has eight fully operating SEAs with First Nations, including the Stó:lō First Nations, Tahltan Nation, Kaska Dena, Taku River Tlingit First Nation, Nanwakolas Council Society, Ktunaxa Nation, Tsilhqot'in Nation and the Secwepemc Reconciliation Agreement. Entering into SEAs with First Nations is one of many tools being used by government. For those First Nations who chose to also enter the treaty process, SEAs can help to build the mechanisms to support decision-making in a post treaty environment.
- SEAs provide an opportunity to take a more active role in the decision-making process and develop a stronger government-to-government relationship with the B.C. government.

Media Contacts:

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Connect with the Province of B.C. at: www.gov.bc.ca/connect

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The B.C. government is providing a total of \$2.1 million over the life of the agreement, which encompasses Stó:lō territory.

The agreement follows the pilot model with a government-to-government forum to oversee implementation. Provincial agencies processing land and resource applications will continue to work closely with the People of the River Referrals Office (PRRO), which acts as a single point of contact to ensure applications are referred to the appropriate signatory First Nation within agreed timelines. The B.C. government, the First Nations and industry benefit from this consultation process.

The provincial government recognizes that the area covered by the SEA hosts a number of major projects, and the agreement includes specific processes on referrals related to major projects.

SEAs with First Nations are intended to encourage a positive and respectful government-to-government relationship; strengthen B.C.'s investment climate and establish mutually agreed-upon procedures for consultation and accommodation. For First Nations who chose to enter the treaty process, SEAs can help to build the mechanisms to support decision-making in a post-treaty environment.

The 14 Stó:lō First Nation members participating in the pilot are Chawathil First Nation, Cheam First Nation, Leq'á:mel First Nation, Scowlitz First Nation, Shxw'ow'hamel First Nation, Skawahlook First Nation, Sumas First Nation and the Ts'elxwéyeqw Tribe, which signed on behalf of the Aitchelitz Band, Shxwhá:y Village, Skowkale First Nation, Soowahlie First Nation, Squiala First Nation, Tzeachten First Nation and Yakweakwisoose First Nation.

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"Our Stó:lō leadership is firmly supportive of our SEA. This agreement establishes a framework for engaging with the Province on a government-to-government level regarding land and resources uses within our tribal lands. Our lands and resources are vitally important to our culture and economy. Developing a pilot two years ago and now a full-scale SEA speaks to the commitment of our combined leadership as Stó:lō from our multiple tribes to work together with the province on matters that are of great importance to all of our communities."

Quick Facts:

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- SEAs provide an opportunity to take a more active role in the decision-making process and develop a stronger government-to-government relationship with the B.C. government.

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Speaking Points
for
Minister John Rustad

Stó:lō SEA

*Coqualeetza Longhouse
7201 Vedder Road
Chilliwack*

**Thursday, June 19, 2014
12:00 – 3:00 pm**

Information for Minister

The event is a community celebration involving 14 Stó:lō First Nations to mark the successful progression of a 24-month Strategic Engagement Agreement (SEA) pilot into a multi-year SEA.

The Stó:lō SEA offers a referral clearing house (through the People of the River Referrals Office (PRRO)), an engagement framework, and a Government-to-Government (G2G) Forum that contributes to process improvements and streamlined land and natural resource referrals with the participating First Nations. As part of the streamlined referral process, provincial agencies processing land and resource applications work closely with the PRRO to ensure applications are referred to the affected First Nation(s) and responses are provided to agencies within agreed timelines.

Provincial government funding: The agreement provides a total of \$2.1 million over the three years of the SEA. This breaks down as \$700,000 per year.

Note: This is purely a community celebration event. There is no signing ceremony.

Audience: Stó:lō community members (including representatives from the 14 signatory First Nations), provincial agency staff

Anticipated Size: approximately 75 attendees (made up of Stó:lō community members and provincial agency staff)

Speaking Time: 3 - 4 minutes

Location: Coqualeetza Longhouse, 7201 Vedder Road, Chilliwack

Directions:

Eastbound on Highway 1:

- Exit Highway 1 eastbound at Exit 119, “Vedder Road/City Centre”
- Keep right at the off-ramp fork.
- Turn right at Wells Road.
- Stó:lō Nation will be on your right.

Westbound on Highway 1:

- Exit Highway 1 westbound at Exit 119, “Vedder Road/City Centre”
- Keep left at the off-ramp fork.
- Turn left at Vedder Road.
- Turn right at Wells Road.
- Stó:lō Nation will be on your right.
- Coqualeetza Longhouse (Building 22): Long Cedar building across from the Sto:lo Resource Centre.

Other invitees of note:

Stó:lō did extend invitations to members of the First Nations Leadership Council and to local mayors:

- Sharon Gaetz, Mayor of Chilliwack
- Bruce Banman, Mayor of Abbotsford
- Ted Adlem, Mayor of Mission
- Susan Johnston, Mayor of Hope

It's not known if any representatives from FNLC are attending. Local mayors have sent regrets.

Councilor Zoltan Kiss of Harrison Hot Springs will be attending on behalf of Mayor Leo Facio of Harrison Hot Springs.

Media: Will be invited

Emergency Contact: Emily Chamberlain, Project Leader Cell #

S.17

Logistics:

- The Event will take place in the Coqualeetza Longhouse
- The Emcee will be Sonny McHalsie, Stó:lō Historian
- There will be a witness ceremony and cultural component
Gift exchange will involve 8 gifts – one to each of the individual First Nations signatories and one to the Tribal Council representing the other seven First Nations.

Pronunciation:

- Stó:lō staw-low
- The 14 Stó:lō First Nations participating in the SEA are:
 - Chawathil First Nation [**Shi**-wat-hill]
 - Cheam First Nation
 - Leq'á:mel First Nation [la-cam-el]
 - Scowlitz First Nation [scow-litz]
 - Shxw'ow'hamel First Nation [shwa-ham-ul]
 - Skawahlook First Nation [skow-look]
 - Sumas First Nation
 - Ts'elxwéyeqw Tribe, [(Chi-ihl-kway-uhk) which represents
 - Aitchelitz Band [A-che-**leets**]
 - Shxwhá:y Village [Shwhy]
 - Skowkale First Nation [Skow-**kale**]
 - Soowahlie First Nation [**Soo**-wall-ee]
 - Squiala First Nation [**Skwye**-ala]
 - Tzeachten First Nation [**Chak**-tum]
 - Yakweakwioose First Nation [Yak-**week**-we-oose]

Stó:lō Strategic Engagement Strategy Agreement

Celebration

Event Itinerary

Thursday June 19, 2014

Coqualeetza Longhouse

Stó:lō Nation

Building 22 – 7201 Vedder Road, Chilliwack, BC V2R 4G5

Time	
11:30am	Ushers ready to welcome and seat people
12:00pm	MC Housekeeping, Sonny McHalsie, Stó:lō Historian
12:10pm	Traditional Welcome
	<ul style="list-style-type: none"> - Opening Song - Welcome by Jeff Point, Skowkale FN, Ts'elxwéyeqw Tribe
12:15pm	Meal , serving buffet style in the longhouse
1:00pm	Celebration Ceremony <ul style="list-style-type: none"> - Six SEA project team members (Dave, Mike, Matt, Yvette, Emily, Stacey) hand out quarters to witnesses - Two representatives, one from the Stó:lō communities and one from the province are brought outside to be blanketed and will come in with drummers and dancers. - Minister Rustad speaks to the SEA agreement - Otis Jasper Speaks to the SEA agreement
1:45pm	Gift Exchange
	<ul style="list-style-type: none"> - 8 gifts from the Province to the Stó:lō communities involved in the SEA agreement (Minister Rustad – presenting to representative of the 7 FN and 1 Tribe of the SSEA; Note: he may present through the Speaker to deal with pronunciation issues – per a list) - Gift presentation from the Stó:lō communities to the Province (Otis Jasper – presenting to the Minister). - Note: Set up an area for gifts in front and identify beforehand who will be presenting and receiving gifts
2:15	Sacred Connections Dance Group (Nelson Leon / Chawathil FN) <ul style="list-style-type: none"> - Paddle dance, other songs
2:40pm	Speakers <ul style="list-style-type: none"> - Four Speakers – two from the province (Allan Johnsrude - Acting Director of Resource Authorizations - South Coast Region, Ministry of Forests Lands and Natural Resource Operations; and Jennie Aikman- Regional Director- South Coast Region, B.C. Parks – Ministry of Environment) - Stó:lō speakers – tbc - Witnesses will be called and receive quarters – number tbc
3:00pm	Closing Song
Post-3pm	Informal Reception in the Longhouse

(Minister Rustad will be introduced by Sonny McHalsie)

ACKNOWLEDGEMENTS

- We're here today on the traditional territory of the Stó:lō [staw-low] people.
- I'm delighted to be here today.
- I'd like to thank Otis Jasper, Chair of the Stó:lō Strategic Engagement Agreement Board and all members of the board.

And all of the Chiefs, Elders and the members of the Stó:lō First Nations who've offered us such wonderful hospitality

- Local MLAs – John Martin, Dr. Doug Bing, Dr. Laurie Throness
- Best wishes and regrets from Minister Thomson and Minister Polak
- Thank you to Jeff Point for the welcome and Sonny McHalsie for emceeing

PILOT AGREEMENT

- I am honoured to be here with you all today.
- And I must say thank you for today's magnificent lunch.
- Thank you to the caterers for their hard work making that happen.

- In my work as a minister and as an MLA we often don't get enough time to sit down and share a meal and talk.
- Today is a celebration.
- It's a celebration of the vision and commitment of the Stó:lō people
- Back in 2012 our government and the Stó:lō First Nations signed a Framework Agreement for a Strategic Engagement Agreement pilot.
- This was a bold and progressive move.
- The pilot established a land and resource referral clearinghouse, an engagement framework and a Government-to-Government Forum.
- Our goal was to work out the initial mechanics of how a full multi-year Strategic Engagement Agreement might work...
- To create more streamlined consultation processes for signatory First Nations, provincial agencies, and industry.
- As well as to create more effective engagement between the provincial government and First Nations in the Upper Fraser.
- The fact that we are here today, proves that those aims were successful.

Multi-year SEA

- I would like to congratulate everyone who has worked so hard to get us to this stage.

- This Stó:lō agreement is already a success because it has the largest number of First Nations under a single strategic engagement agreement.
- It takes a tremendous amount of commitment and vision by all parties to achieve such agreements and unity.
- I firmly believe that working in partnership is the best way to ensure meaningful participation in resource management for First Nations. I am delighted to see all the hard work from the pilot project grow into this significant multi-year agreement.
- Partnership is the way forward, to create the kind of economy that brings prosperity to all our communities and provides our families and our children with the security and the opportunities they deserve.
- A key part of this agreement is the engagement framework.
- It allows the Stó:lō and B.C. agencies to concentrate their consultation efforts more effectively.
- For example, lower impact projects may need less consultation, while more complex projects may need greater consultation.
- This agreement will help that process and contribute to more consistent and effective processes for the Stó:lō people and for industry across the Fraser Valley.
- I believe this is a really positive thing.

- To help support this good work, the provincial government is providing a total of \$2.1 million over the three years of the agreement.

ABOUT AGREEMENTS WITH FIRST NATIONS

- The progression from your pilot to a full multi-year agreement means that we now have eight fully operating Strategic Engagement Agreements in place throughout the province, and together we are all seeing the benefits.
- All these agreements, foster more positive working relationships.
- They also support our commitments under the BC Jobs Plan and create an improved investment climate.
- The needs of individual communities are different.
- That's why the partnerships I spoke about are so important – so that we can better understand each other's needs and aspirations.
- That's why we have different types of agreements, as well as Strategic Engagement Agreements, we have Economic and Community Development Agreements, Reconciliation Framework Agreements, Incremental Treaty Agreements and of course Treaties.
- Since June 2011, B.C. has reached a total of 31 non-treaty agreements with First Nations.
- Our aim is always to work with First Nations communities to find what kind of agreement is best suited to their need.

- Our gathering here today demonstrates that we did that good work together and we'll continue to build on that through the next three years and beyond.

CONCLUSION

- I'm delighted to be here today.
- To have had the opportunity to spend time with everyone who has made this partnership possible.
- By continuing to work together, we can do great things.
- Together we can build our communities, our industries, the economy of the Fraser Valley and the future prosperity of British Columbia.
- Thank you for giving me this opportunity to speak and welcoming me so generously into your community.
- Thank you.



Stó:lō Strategic Engagement Strategy Agreement

Celebration

Event Itinerary

Thursday June 19, 2014

Coqualeetza Longhouse

Stó:lō Nation

Building 22 – 7201 Vedder Road, Chilliwack, BC V2R 4G5

Time 11:30am	Ushers ready to welcome and seat people <ul style="list-style-type: none"> - Prepare speaker and drummers – blankets / headbands / pins & money - Prepare gift table / quarter bowl - Prepare necessary blankets / pins & money / headbands
12:00pm	MC Housekeeping, Sonny McHalsie
12:10pm	Traditional Welcome
	<ul style="list-style-type: none"> - Opening Song - Welcome by Jeff Point, Skowkale FN, Ts'elxwéyeqw Tribe
12:15pm	Meal , serving buffet style in the longhouse
1:00pm	Celebration Ceremony Six SEA project team members (Dave, Mike, Matt, Yvette, Emily, Carrylynn [in lieu of Stacey]) to act as 'family' to hand out quarters to witnesses <ul style="list-style-type: none"> - Call witnesses: Dave and Yvette – with lists -- to instruct Sonny; our team will distribute quarters (shake hands with an than the Witness – 50 cents in each handshake) in pairs; - Identify and call on two Stó:lō women to help prepare the floor - Identify and call on two Stó:lō men to act as Escorts to our Honorees - Two Honorees, one from the Stó:lō communities and one from the province, along with the Escorts are brought outside to be

	<p>blanketed (Carrie-lynn, Fran, other Stó:lō women to help with blanketing / headbands / pinning of money)</p> <ul style="list-style-type: none"> - Drummers will begin honor song and the Escorts will lead the Honorees and be lead around the floor to the prepare / blanketed location on the floor. - Drummers complete the Honour Song - Speaker (Sonny) invites the Honorees to share some words: - Minister Rustad (being the older of the two) speaks first to the SEA agreement - SSEA Chairperson Otis Jasper speaks to the SEA agreement
1:45pm	Gift Exchange
	<ul style="list-style-type: none"> - (Note: Set up an area for gifts in front and identify beforehand who will be presenting and receiving gifts) - Sonny announces that the parties to the Agreement have gifts to exchange with eachother - (1) Gift presentation from Minister Rustad on behalf of MARR / BC – announces through the Speaker that he has a total of 8 gifts from the Province to the Stó:lō communities involved in the SEA agreement (Minister Rustad – with a list of presentees -- presenting to representative of the 7 FN and 1 Tribe of the SSEA; Note: he may present through the Speaker to deal with pronunciation issues – per a list) - (2) Gift presentation from Otis Jasper on behalf of the Stó:lō SEA Board and member-communities to the Province (Otis Jasper – presenting to the Minister).
2:15	Sacred Connections Dance Group (Nelson Leon / Chawathil FN)
	<ul style="list-style-type: none"> - Paddle dance, other songs
2:40pm	Witness Responses to the Work
	<ul style="list-style-type: none"> - The Speaker calls on Four Witnesses to respond to the Work – two from the province: - Allan Johnsrude - Acting Regional Executive Director - South Coast Region, Ministry of Forests Lands and Natural Resource Operations; and - Jennie Aikman- Regional Director- South Coast Region, B.C. Parks – Ministry of Environment; - Stó:lō respondents to be determined): -
3:00pm	Closing Song – Closing remarks from the Speaker and Drummers close out the celebration
Post-3pm	Informal Reception in the Longhouse

LIST OF RESPONDERS (x2- BC; x2 – Sto:lo)

BC:

- Allan Johnsrude - Acting Regional Executive Director, South Coast Region, Ministry of Forests Lands and Natural Resource Operations
- Jennie Aikman- Regional Director, South Coast Region, B.C. Parks – Ministry of Environment

STO:LO:

- TBD
- TBD

LIST OF WITNESSES (BC/Stolo) – Political Reps

- **Stó:lō:** including -
 - Chief Dalton Silver or Councillor Jackie Bird, Sumas FN
 - *Siyemches*, Yakweakwioose
 - Chief Willy Hall or Counillor Jeff Point (*Eylisoluk*), Skowkale FN / President, Ts'elxwéyeqw Tribe
 - Chief Maureen Chapman (*Shxwetelmel-elhot*) or Councillor Deborah Schneider
 - Chief Tina Rebang or Councillor Robert Gladstone, Shxwha:y Village
 - Chief David Jimmie, Squiala First Nation
 - Chief Sid Douglas or Councillor Darwin Dougals / June Quipp, Cheam FN
 - Chief Alice Thompson or Councillor Mike Kelly, Leq'ámel FN
 - Chief Andy Phillips or Councillor Colin Pennier, Scowlitz FN
 - Si:yá:m Alfred James, Shxwowhamel FN
 - Chief Rhoda Peters or Councillor Norman Florence, Chawathil FN
 - Chief Angie Bailey, Aitchelitz FN
 - Chief Brenda Wallace, Soowahlie FN
 - Chief Glenda Campbell or Councillor Lawrence Roberts, Tzeachten FN
 - Others to look for:
 - GC Clarence Pennier, STC
 - GC Joe Hall (*Sqwamqwemexw*), SNCC
 - Chiefs of other communities
 - Dignitaries -
 - MLAs – Lorie Throness, John Martin, Doug Bing
 - Mayors – Sharon Gaetz
 - Executive Staff – James Atebe, Mike Watson
- **BC:** including –
 - Allan Johnsrude, A/ Regional Executive Director, FLNRO

- Jennie Aikman, Regional Director, MoE Parks
- Leonard Feldes, A/ District Manager, Chilliwack District, FLNRO
- Kevin Haberl, Manager, First Nation Relations, FLNRO
- Jeff Fournier, A/ Regional Director, MoE
- Cat Charman, Advisor, First Nations Relations, FLNRO
- Peter Jones

MATERIAL NEEDS:

Blankets – 13

Speaker (x1)

Floor covering (x4)

Honorees (x2)

Escorts (x2)

Drummers (x4)

Scarves - 8

Quarters - \$75

Quarter Pouches - 6

Pins - 9

Money (Bills) –

Speaker - \$40

Honorees - \$20

Escorts - \$10

Drummers - \$60

Stó:lō Gift for Minister / wrapped



The Stó:lō First Nations and the Province of British Columbia
invite you to join them for a community lunch and celebration to
mark their continued partnership through a new
Stó:lō Strategic Engagement Agreement.

DATE: Thursday, June 19, 2014

TIME: 12:00 p.m. – 3:00 p.m.

LOCATION:
Coqualeetza Longhouse
7201 Vedder Road
Chilliwack, B.C.

Please RSVP by Friday, June 13th at 12:00 p.m.
Email: rachel.anderson@stolonation.bc.ca
Map and directions can be provided upon request.

QUESTIONS & ANSWERS

Stó:lō SEA

DATE: June 19 2014

KEY MESSAGES:

- We believe working in partnership is the best way to provide a meaningful role in land and resource management for First Nations.
- a) This SEA with 14 Stó:lō First Nations builds on the work of the successful pilot project that established a government-to-government forum to provide a one-stop shop for strategic discussion on issues related to land and resource management decisions on the land base covered by the agreement.
- b) A key part of the SEA is an engagement process that allows First Nations and B.C. agencies to expend less effort on consultation for lower impact projects and more effort on more complex projects and thereby contributing to more consistent and effective processes for the Stó:lō and industry across the Fraser Valley.
- The multi-year SEA with the Stó:lō First Nations is the eighth multi-year SEA between BC and First Nations. The other SEAs are with:
 - Nanwakolas Nations
 - Tsilhqot'in National Government
 - Ktunaxa Nations
 - Taku River Tlingit First Nation
 - Kaska Dena Council
 - Tahltan Nation
 - Secwepemc Bands
- These agreements build on the BC Jobs Plan commitment to reach 10 new economic benefit agreements with First Nations by 2015.
- Since the BC Jobs Plan launch the BC government has reached 31 economic benefits agreements with First Nations.

PRONUNCIATIONS:

- Stó:lō staw-low
-

1. What is this agreement about?

- This Strategic Engagement Agreement (SEA) is with 14 Stó:lō First Nations in the Fraser Valley. It builds on a successful 24-month pilot project and will support decision-making on major projects of strategic significance for B.C.
- The SEA offers a referral clearinghouse, an engagement framework, and a Government-to-Government (G2G) forum that contribute to process improvements and streamlined land and natural resource referrals with the participating First Nations. As part of the referral clearinghouse, provincial agencies processing land and resource applications will work closely with the People of the River Referrals Office (PRRO), which acts as a single point of contact to ensure applications are referred to the applicable First Nation within agreed timelines.
- SEAs with First Nations are intended to encourage a positive and respectful government-to-government relationship; strengthen B.C.'s investment climate; and establish mutually agreed upon procedures for consultation and accommodation. Entering into SEAs with First Nations is one of many tools being used by government to support the New Relationship and Transformative Change Accord objectives.

2. How much funding will the Stó:lō signatories receive?

- The agreement provides a total of \$2.1 million over the three years of the SEA. This breaks down as \$700,000 per year.

3. Is this related to the Stó:lō pilot agreement?

- Yes, this SEA builds on the successful 24-month pilot project.
- The pilot improved relations between the Stó:lō First Nations and the provincial government, and created more effective business procedures for administering applications and referrals for First Nations, B.C. government and industry.
- The pilot followed the successful Nanwakolas Clearing House model, which began in 2007 and provided a single window for First Nations referrals relating to natural resource applications in their territories.
- The pilot also established a government-to-government forum to oversee the implementation of the agreement.

4. What part of B.C. does this new SEA encompass?

- The SEA covers the Fraser Valley. The pilot concentrated on the upper Fraser Valley only. The SEA has adopted a two-zone approach:

- Zone A consists of the upper Fraser Valley from Langley to Hope. The SEA Engagement Framework (whereby referrals are processed through PRRO following agreed procedures) applies to this zone only.
- Zone B expands to the lower Fraser Valley & Metro Vancouver. Although the centralized referral process through PRRO does not apply to this zone, the SEA will explore ways to improve FN engagement within this wider area as well.

5. How will this agreement create a more efficient engagement process?

- The SEA builds on the work of the pilot project that established a government-to-government forum that provided a one-stop shop for strategic discussion on issues related to land and resource management decisions in the land base covered by the agreement.
- A key part of the pilot and of the SEA is an engagement process that allows First Nations and B.C. agencies to expend less effort on consultation for lower impact projects and more effort on more complex projects.
- The pilot project streamlined consultation for provincial staff by around 25 per cent, and provided significant efficiencies for the Stó:lō.
- The SEA will lead to more consistent and effective processes for the Stó:lō, B.C. and industry across the Fraser Valley.

6. How does the government-to-government forum function?

- The forum which was developed and implemented during the pilot phase is made up of three levels:
 - Executive Level – meets on an as needed basis to address high level strategic issues.
 - Working Group – responsible for planning, delivering, and evaluating the agreement, making recommendations on consultation processes for major projects, public engagement, work planning. The Working Group is co-chaired by B.C. and the Stó:lō and meets on a regularly scheduled basis.
 - Technical Teams – established by the Working Group to address technical and administrative elements regarding the implementation of the agreement, provide monthly and annual reporting.

7. How does the referrals process work?

- When the provincial government receives an application that relates to the land base covered by the SEA Agreement Area Zone A, and determines that there is a need to consult with the signatory First Nations, the provincial agency submits a referral to the People of the River Referrals Office (PRRO).

- The PPRO ensures that the referrals are sent to the leadership of the affected First Nation(s) in a timely manner and will work with them to develop a preliminary response to the provincial agency within 23 business days of receiving the referral. The PPRO and/ or First Nation(s) will then forward a final response, if required, to the provincial agency within defined timelines.
- Having a single point of contact for referrals brings significant efficiencies because of the extent of the overlapping First Nation territories in the Fraser Valley.

8. What's the definition of a major project and do the processes differ in dealing with them?

- For the purposes of this SEA a major project is defined as a project which has a capital investment of over \$15 million, is reviewable under the Environmental Assessment Act.
- It could also be a project that B.C. or the signatory First Nations deem to be of a significant nature.
- The provincial agency or First Nations can ask the Working Group to discuss a major project at the Executive Level of the G2G forum.
- Within 20 business days of receiving the project proposal, the Working Group will decide if a special Executive Level meeting is needed and if so, the Executive Level of the G2G forum will direct the Working Group to develop a work plan laying out the most efficient way forward.

9. What are the main differences between the pilot and this new multi-year SEA?

- The pilot concentrated on the upper Fraser Valley. The multi-year SEA Engagement Framework covers the upper Fraser Valley for current referrals. Over the longer term the SEA will explore ways to improve First Nation engagement in the lower Fraser Valley area, including Metro Vancouver.
- The provincial government recognizes that the area covered by the SEA hosts a number of major projects and the agreement includes specific processes on referrals related to major projects.
- The SEA also includes discussions of a regional strategy that will further the provisions of the Heritage Conservation Act to conserve and protect the abundant archaeological and cultural sites of importance to the Stó:lō.

10. What's the reaction of the resource industry?

- Industry and local governments were extremely supportive of the pilot project. We are confident that this support will continue under the new SEA as they will continue to welcome a streamlined consultation process that will support business development and provide more effective and timely decision-making.
- The SEA engagement framework (for referrals) covers the Fraser Valley from Langley to Hope. The area is home to a number of major projects that require numerous authorizations, including clean energy projects, mining and aggregates (and the Kinder Morgan pipeline expansion proposal).

11. How does this fit in to the BC Jobs Plan?

- This multi-year SEA builds on the success of the SEA pilot which started in 2012. This created better processes which support decision-making on major projects and helped develop efficiencies for decision-making on less complex projects, helping to streamline consultation for B.C., as well as create efficiencies for the Stó:lō.
- The SEA will support decision-making on major projects of strategic significance in the Fraser Valley. More efficient consultation and a quicker turnaround for referrals will allow projects to get off the ground more quickly, which helps boost employment and attract investors into the area.

12. Does this agreement have any implications for negotiating a future treaty with the Stó:lō First Nations?

- A SEA provides a stepping stone to reconciliation on lands and resources management within Stó:lō territory and thereby leads to and supports treaty negotiations.
- Six of the First Nations who are participating in the SEA are actively participating in treaty negotiations that are overseen by the BC Treaty Commission.

13. Are all the First Nations in this area in favour of this agreement?

- The Fraser Valley has the highest concentration of overlapping First Nation territories in B.C. It is inevitable that with such a large group some communities have different viewpoints and priorities.
- The pilot agreement was designed to allow bands who chose not to sign on at the start of the pilot to sign on at a later date and to be part of subsequent phases of the project. In fact two additional bands chose to join the pilot part way through.

14. Does this agreement impact any other agreements between B.C. and any Stó:lō bands.

- All of the 14 First Nations that are signatories to the SEA have signed Forest Consultation and Revenue Sharing Agreements. These agreements will remain in effect, but their consultation provisions will be superseded by the SEA.

15. Who are the Stó:lō?

- The Stó:lō are a group of upper halq'eméylem (hal-ko-me-lem) speaking Aboriginal peoples living throughout the lower mainland. Stó:lō is the halq'eméylem word for river.
- The three largest Stó:lō tribal associations are the Stó:lō Nation, Stó:lō Tribal Council and Ts'elxweyeqw Tribe (chi-ihl-kway-uhk), each of which provides programs and services to member First Nations.

16. Which Stó:lō First Nations are signatories to this agreement?

- The 14 Stó:lō First Nations participating in the SEA are:
 - Chawathil First Nation [**Shi**-wat-hill]
 - Cheam First Nation
 - Leq'á:mel First Nation [la-cam-el]
 - Scowlitz First Nation [scow-litz]
 - Shxw'ow'hamel First Nation [shwa-ham-ul]
 - Skawahlook First Nation [skow-look]
 - Sumas First Nation
 - Ts'elxwéyeqw Tribe, [(Chi-ihl-kway-uhk) which represents
 - Aitchelitz Band [A-che-**leets**]
 - Shxwhá:y Village [Shwhy]
 - Skowkale First Nation [Skow-**kale**]
 - Soowahlie First Nation [**Soo**-wall-ee]
 - Squiala First Nation [**Skwye**-ala]
 - Tzeachten First Nation [**Chak**-tum]
 - Yakweakwoose First Nation [Yak-**week**-we-oose]

17. Does this agreement impact the Yale First Nation Final Agreement?

- Yale First Nation's traditional territory lies within the boundaries of the land encompassed by the SEA and we recognize that there are overlapping claims to traditional territory within this area.
- The SEA is designed to address consultation practises and does not assign rights or title in any area. Although the Yale First Nation is not a participant in the SEA because they have negotiated a treaty, the SEA will assist the parties in addressing overlapping treaty rights and the aboriginal rights of other First Nations.

- Stó:lō bands have previously raised concerns about the implications of the Yale Treaty on harvesting areas and provincial staff and an independent facilitator have worked with all parties on these concerns.
- The Yale Final Agreement sets out Yale's relationship with the Crown and the benefits it will receive under treaty as specifically relating to the Yale community. This SEA is separate from the treaty discussions and does not have any effect on the Yale Final Agreement.

18. Can you give some examples of successes you have seen to date under this agreement?

Timber Supply Review for the Fraser Timber Supply Area:

- Through the development of specialised engagement steps for the timber supply review, trust was strengthened between the Parties. As a result, communications were more open, which led to an increase in knowledge sharing.
- The strengthened trust, open communications and increase in knowledge sharing has made for more effective engagement and provided the provincial operational staff with a greater understanding and appreciation of the possible concerns related to a referral prior to sending the referral to the People of the River Referrals Office (PRRO – the single point of contact for the 14 Stó:lō first Nations).

Development of specialized engagement steps for cutting permits, road permits, and timber sale licenses:

- The process gives flexibility for authorizations that better fits the needs and desires of all parties.
- It encourages collaboration from the onset of the referral process to the on-the-ground development process and into the post-statutory decision monitoring process.

Cutting Permits in the Chilliwack Forest District:

- The SEA has helped to strengthen the trust between the Province and the PRRO.
- This strengthened relationship, resulting in faster cutting permit approval processes highlighting an increase in engagement efficiencies and effectiveness. The faster process would be much more difficult, if not impossible, if instead of going through the PRRO, provincial staff had to reach out to all 14 Stó:lō First Nations independently.

June 18, 2014

MEDIA ADVISORY – Ministry of Aboriginal Relations and Reconciliation

CHILLIWACK – Aboriginal Relations and Reconciliation Minister John Rustad will join the Chiefs, Council and members of 14 Stó:lō First Nations for a community celebration of a multi-year partnership between the provincial government and the Stó:lō communities in the Fraser Valley.

Event Date: Thursday, June 19, 2014

Time: 1:00 p.m.

Location:
Coqualeetza Longhouse
7201 Vedder Road
Chilliwack

Special Instructions:
Coqualeetza Longhouse (Building 22) is the long cedar building across from the Stó:lō Resource Centre

Contact:
Robin Platts
Communications Manager
Ministry of Aboriginal Relations and
Reconciliation
250 387-1204

STRATEGIC ENGAGEMENT AGREEMENT

BETWEEN STÓ:LŌ FIRST NATIONS AND BRITISH COLUMBIA



The Effective Date of this Agreement is April 1, 2014.

BETWEEN

HER MAJESTY

THE QUEEN IN RIGHT OF

THE PROVINCE OF BRITISH COLUMBIA

as represented by the

Minister of Aboriginal Relations and Reconciliation

(hereinafter the “Province”)

and

Chawathil First Nation, Cheam First Nation, Leq’á:mel First Nation, Scowlitz First Nation, Shxw’ow’hamel First Nation, Skawahlook First Nation, Sumas First Nation, each on their own behalf, and

Aitchelitz Band, Shxwhá:y Village, Skowkale First Nation, Soowahlie First Nation, Squiala First Nation, Tzeachten, and Yakwekwioose First Nation, as represented by Ts’elxwéyeqw Tribe Limited Partnership

(hereinafter the “Stó:lō First Nations”)

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

WHEREAS

- A. The Stó:lō First Nations are part of the Stó:lō indigenous people of S'ólh Téméxw in the lower Fraser River watershed of British Columbia, with shared language, traditions, customary laws, and history;
- B. The Stó:lō's relationship to the land is important to their culture and the maintenance of their community, governance, spirituality, health and economy;
- C. The Stó:lō First Nations aim to ensure the health and wellbeing of their communities now and for the future generations, in accordance with their system of values, through respectful land and resource use and management;
- D. The Stó:lō First Nations assert Stó:lō Rights, including a unique relationships with the land, the waters and the resources within the lower Fraser River watershed of British Columbia;
- E. The Stó:lō First Nations are interested in developing a process for effectively and comprehensively identifying and informing the Stó:lō First Nations and the Province of potential impacts on Stó:lō Rights;
- F. The Stó:lō First Nations require capacity funding from the Province to support the effective operation of the People of the River Referrals Office and G2G Forum as provided for in this Agreement;
- G. The Parties hold differing views with regard to sovereignty, jurisdiction, title, and ownership and, without prejudice to their differing views, intend to work collaboratively, seek consensus, and are committed to engaging across a spectrum of land and resource matters to improve business relationships and their government to government relationship;
- H. The Parties wish to have a more effective engagement process for land and resource decision making, and to establish a government to government forum where they may seek to address their respective interests;
- I. The Stó:lō First Nations seek to effectively carry out land and resource management and ensure the health and wellbeing of their future generations, in accordance with their system of values;
- J. The Stó:lō First Nations seek to establish effective, well organized, long-lasting collaborative relations among themselves to increase the efficiency and effectiveness of their engagement with the Province;

- K. In the spirit of the New Relationship and the Transformative Change Accord, the Province and the Stó:lō First Nations have undertaken a shared commitment to strengthening relationships on a government-to-government basis, and on focusing efforts to close the socio-economic gaps between aboriginal and non-aboriginal people; and
- L. The Province and the Stó:lō First Nations signed a Framework Agreement for a Strategic Engagement Agreement Pilot on June 12, 2012, amended on October 19, 2012, to include Chawathil First Nation and Shxwhá:y Village as signatories and the term of which was subsequently extended to March 31, 2014.

NOW THEREFORE the Parties agree as follows:

1. INTERPRETATION

1.1. Definitions. In this Agreement:

"Agreement" means this Strategic Engagement Agreement;

"Agreement Area" means the geographic area, within the Province of British Columbia comprised of Zone A and Zone B as depicted in Appendix A and is based on the asserted traditional territories of the participating Stó:lō First Nations;

"Applicant" means any individual, corporation, society, entity or agency, including the Province and any agent of the Province, that makes an Application or takes any step preliminary to making an Application to a Provincial Agency;

"Application" means a request for approval from the Province under a statute listed in Appendix B that proposes activity in Zone A that may have adverse effects on Stó:lō Rights and includes the application document, any materials for amendment, renewal or replacement approvals, and all supporting materials;

"Batching" means multiple Applications of the same type;

"Bundling" means multiple types of Applications that relate to a single project;

"Business Days" means any day other than Saturday or Sunday or a statutory holiday or other holidays that the Stó:lō First Nations observe;

"Confidential Information" means any information provided by the Province under this Agreement which the Province denotes in writing as "Confidential";

“Delegate” means an Applicant a Provincial Agency requests under the Engagement Framework in Appendix C to undertake procedural aspects of consultation on its behalf;

“Dispute” means any disagreement which arises between the Parties in relation to the interpretation or implementation of this Agreement, but does not include a disagreement regarding any recommendations or any decisions on Proposed Activities made by a Provincial Agency following Engagement;

“Effective Date” means April 1, 2014;

“Engagement” means the consultation processes outlined under the Engagement Framework;

“Engagement Coordinators” means the persons appointed to represent the Stó:lō First Nations or the Province at the Technical Working Group level of the G2G Forum;

“Engagement Framework” means the structure for Engagement established under Appendix C and Appendix D including:

- a. the processes for fulfilling the obligation of the Province to consult the Stó:lō First Nations regarding Proposed Activities;
- b. the Engagement Levels;
- c. the Engagement Matrix;
- d. the development and provision of recommendations by the Parties to inform decision-makers; and
- e. an Issues Resolution Process;

“Engagement Level” means the level of engagement determined in accordance with the process set out in Appendix C;

“Engagement Matrix” means Table 1 of Appendix C that sets out range of Engagement Levels based on program themes and types of decisions under the legislation included in Appendix B;

“G2G Forum” means a Government-to-Government forum continued under 3.1 of the Agreement;

“G2G Forum Co-Chair” means the person or persons appointed to represent the Stó:lō First Nations, and the Regional Director or designate appointed to represent the Province, at the G2G Forum;

“Issues Resolution Process” means the process for resolving issues that arise during the implementation of the Engagement Framework set out in Article 6 of Appendix C;

“Major Project” means a project which has a capital investment of over \$15 million, is reviewable under the *Environmental Assessment Act*, or the Parties agree is deemed to be of a significant nature;

“Member” means any person who is a “member of the band”, as that phrase is defined in the *Indian Act*, of one of the Stó:lō First Nations;

“Non-Participatory First Nation” means a First Nation, Indian Band, or Tribal Association, including other Stó:lō, who assert traditional territory that overlaps in whole or in part with the Agreement Area and who is not a Party to this Agreement;

“Non-Participatory Provincial Agency” means a ministry or agency, including the Environmental Assessment Office and Oil and Gas Commission that is not listed as a Provincial Agency;

“People of the River Referrals Office” or the “PRRO” means an office authorized to receive and respond to referrals on behalf of the Stó:lō First Nations in accordance with this Agreement;

“Proposed Activity” means:

- a. an Application or suite of related Applications received by a Provincial Agency which seeks authorization for land and resource activities which may have adverse impacts on Stó:lō Rights;
- b. a decision or activity contemplated by a Provincial Agency under a statute listed in Appendix B which may have adverse impacts on Stó:lō Rights; or
- c. activities or decisions subject to Engagement as agreed to by the Parties, which may have adverse impacts on the Stó:lō Rights.

“Provincial Agency” means the following provincial ministries, including a division, branch, agency or office thereof responsible for the management of land and natural resources:

- a. Ministry of Energy and Mines;
- b. Ministry of Forests, Lands and Natural Resource Operations; and

c. Ministry of Environment, excluding the Environmental Assessment Office;

“Reference Guide” means the operational guidance document, which provides support to this Agreement;

“Referral Package” means the package of information relating to an Application referred to under 2.3 of Appendix C;

“S’ólh Téméxw” means “our world; our land” in the Halq’eméylem language of the Stó:lō, and for the purposes of this Agreement means that area within British Columbia claimed by the Stó:lō First Nations as depicted in the Stó:lō protective writ of 2003;

“Stó:lō Rights” means:

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

whether those aboriginal rights are asserted by or determined to be the rights of the Stó:lō or one or more of the Stó:lō First Nations;

“Stó:lō Connect” means the collaborative, social network communication tool for referral management, whereby referrals are distributed, viewed, shared and managed via a secure web portal (www.stoloconnect.com including a database/file management/mapping system) which is owned and managed by the Stó:lō Research and Resource Management Centre, and is used by the PRRO and some Non-Participatory First Nations for the collaborative management of referrals, where referrals are distributed, viewed, shared, and administered;

“Stó:lō First Nations” means Chawathil First Nation, Cheam First Nation, Leq’á:mel First Nation, Scowlitz First Nation, Shxw’ow’hamel First Nation, Skawahlook First Nation, Sumas First Nation, Aitchelitz Band, Shxwhá:y Village, Skowkale First Nation, Soowahlie First Nation, Squiala First Nation, Tzeachten First Nation, or Yakwekwioose First Nation, each of which is a “band” within the meaning of the *Indian Act*;

“Stó:lō Strategic Engagement Agreement Pilot” or “SSEAp” means the Strategic Engagement Agreement pilot project between the Province and the Stó:lō First Nations (June 2012 to March 2014), which was a precursor to this Agreement;

“Strategic Engagement Agreement” or “SEA” means this Agreement;

“Strategic Topics” means a land, cultural, or natural resource matter of interest to any of the Parties, other than Proposed Activities, which may be brought forward for discussion at the G2G Forum in accordance with Appendix E;

“Zone A” means that part of the Agreement Area identified as such in the map set out in Appendix A; and

“Zone B” means that part of the Agreement Area identified as such in the map set out in Appendix A.

1.2. Interpretation. For the purposes of this 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 otherwise requires;
- e. in the calculation of time under this Agreement, all references to “days” are to calendar days except that if the time for doing an act falls or expires on a day that is not a Business Day, the time is extended to the next Business Day;
- f. any reference to a corporate entity includes any predecessor or successor to such entity; and
- g. 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 are the Appendices to and form part of this Agreement:

- Appendix A – Map of Agreement Area
- Appendix B – List of Applicable Provincial Legislation
- Appendix C – Engagement Framework
- Appendix D – Engagement Framework for Major Projects
- Appendix E – Strategic Topics
- Appendix F – Zone B
- Appendix G – Performance Management
- Appendix H – Stó:lō Nation Society Representation
- Appendix I – Band Council Resolutions

2. PURPOSE AND SCOPE

2.1. **Purpose.** The purpose of this Agreement is to increase consultation effectiveness and efficiency, and to lead to greater certainty for land and resource decisions by:

- a. enabling strategic engagement through the G2G Forum and Engagement Framework;
- b. developing and maintaining progressive improvements to a respectful, positive, and mutually beneficial government-to-government relationship between the Parties;
- c. promoting dialogue between the Parties on seeking consensus related to land and resource decisions; and
- d. ensuring that the Parties fulfill their obligations for Engagement on Proposed Activities, and ensuring the Province works toward fulfilling the duty to consult with, and where appropriate accommodate, the Stó:lō First Nations on Proposed Activities.

2.2. **Scope.** The scope of this Agreement is as follows:

- a. this Agreement applies to Zone A and Zone B;
- b. the Engagement Framework applies to Proposed Activities on or after the Effective Date within Zone A;
- c. the provisions of this Agreement related to the G2G Forum apply within Zone A and Zone B;
- d. notwithstanding 2.2 (a) or (b), this Agreement does not apply to Proposed Activities relating to private lands, federal lands, Indian Reserves, or treaty settlement lands; and
- e. this Agreement does not apply to Non-Participatory First Nations or Non-Participatory Provincial Agencies.

3. STRATEGIC STRUCTURES: GOVERNMENT TO GOVERNMENT FORUM AND ENGAGEMENT FRAMEWORK

3.1. **Establishment of Structures.** The Parties will continue the following structures and processes established during the SSEAp, as modified by the provisions of this Agreement:

- a. the G2G Forum under this Article; and
- b. the Engagement Framework under Appendix C.

3.2 **G2G Forum Responsibilities.** The overall responsibilities of the G2G Forum include:

- a. overseeing implementation of this Agreement;
- b. creating and overseeing working groups;
- c. sharing information;
- d. discussing relevant Strategic Topics that are of interest to the Parties;
- e. establishing Working Groups to identify, discuss, and address the Strategic Topics referred to in Appendix E;
- f. providing oversight of initiatives related to this Agreement; and
- g. other matters as agreed to by the Parties.

3.3 **Guiding Principles.** The G2G Forum will be guided by the following principles:

- a. the Parties will support and encourage collaboration and will strive for consensus;
- b. the collaborative stewardship of land, cultural, and natural resources is mutually beneficial to both Parties; and
- c. the Parties value continuous improvement, and will include the assessment of performance and tracking of land and resource decisions as part of implementing this Agreement.

3.4 **G2G Forum Levels.** The G2G Forum is composed of three levels with the following responsibilities:

- a. **The Executive Level.** The Executive Level is composed of the political leadership of the Stó:lō First Nations or their designated representatives, and the Minister of Aboriginal Relations and Reconciliation or the Province's delegated representatives. The responsibilities of the Executive Level include:

- i. making recommendations on strategic policy matters to the Parties;
- ii. high level strategic problem solving;
- iii. encouraging positive government-to-government relationship-building;
- iv. addressing disputes between the Parties in accordance with this Agreement;
- v. reviewing the implementation and operation of this Agreement;
- vi. discussing the sharing of resource-revenues and other benefits, including shared decision-making processes; and
- vii. holding an annual meeting, or meeting on an as-needed basis.

- b. **The SEA Working Group.** The SEA Working Group is composed of designated senior representatives appointed by the Parties and is co-chaired by the G2G Forum Co-Chairs. The responsibilities of the SEA Working Group include:

- i. planning, delivering and evaluating this Agreement;
- ii. making recommendations on consultation processes for Major Projects;
- iii. addressing implementation issues and problem solving;
- iv. proposing and approving amendments to this Agreement;
- v. managing the work of the G2G Forum;
- vi. managing the Dispute Resolution and Issues Resolution processes;
- vii. developing and maintaining annual work plans;
- viii. public engagement regarding the work under the Agreement; and
- ix. holding monthly meetings or meeting on an as needed basis as mutually agreed by the Parties.

- c. **The Technical Working Group.** The Technical Working Group is co-chaired by operational staff of the Parties, who are appointed by each of the Parties to carry out the following:

- i. addressing operational, technical and administrative elements regarding implementation of this Agreement;
- ii. addressing issues arising from day-to-day operations and implementation of that part of the Engagement Framework set out in Appendix C;
- iii. providing regular monthly and annual reports to the SEA Working Group;
- iv. meeting on a project-specific basis, as mutually agreed; and

- v. establishing Task Teams as may be required.

3.5 Terms of Reference. The Parties will develop a terms of reference for the G2G Forum within ninety (90) days of the Effective Date.

4. LINKAGE TO TREATY

4.1. G2G Forum. The Parties acknowledge that the G2G Forum may serve as a basis for addressing any commitment that may be included in a treaty with respect to the management of lands, cultural, and natural resources within Zone A and Zone B. For greater certainty, the Parties agree that such acknowledgement and this Agreement are without prejudice to any treaty negotiations in which any of the Parties may be engaged.

5. CONSULTATION AND ENGAGEMENT UNDER AGREEMENT

5.1. Satisfaction of Consultation and Engagement Obligations. The Parties acknowledge that the Engagement under this Agreement will:

- a. constitute the process by which the Province will carry out its duty to consult the Stó:lō First Nations with respect to Proposed Activities within Zone A;
- b. constitute the process by which the Stó:lō First Nations will respond to the Province regarding Proposed Activities within Zone A; and
- c. be the means by which the Province will, where appropriate, identify and propose measures to accommodate any adverse impacts on Stó:lō Rights resulting from Proposed Activities within Zone A.

5.2. Other Agreements. The Engagement Framework under this Agreement will replace the consultation obligations under the following agreements:

- a. Chawathil First Nation Forest & Range Consultation and Revenue Sharing Agreement Between: The Chawathil First Nation and Her Majesty the Queen in Right of the Province of British Columbia. Term: January 3, 2013 – January 3, 2016;
- b. Cheam First Nation Forest & Range Consultation and Revenue Sharing Agreement Between: The Cheam First Nation and Her Majesty the Queen in Right of the Province of British Columbia. Term: February 13, 2012 – February 13, 2015;

- c. Leq'á:mel First Nation Forest & Range Consultation and Revenue Sharing Agreement Between: The Leq'á:mel First Nation and Her Majesty the Queen in Right of the Province of British Columbia. Term: April 26, 2011 – April 26, 2014;
- d. Scowlitz First Nation Forest & Range Consultation and Revenue Sharing Agreement Between: The Scowlitz First Nation and Her Majesty the Queen in Right of the Province of British Columbia. Term: April 10, 2012 – April 10, 2015;
- e. Shxw'ōwhámel First Nation Forest & Range Consultation and Revenue Sharing Agreement Between: The Shxw'ōwhámel First Nation and Her Majesty the Queen in Right of the Province of British Columbia. Term: October 30, 2012 to October 30, 2015;
- f. Skawahlook First Nation Forest & Range Consultation and Revenue Sharing Agreement Between: The Scowlitz First Nation and Her Majesty the Queen in Right of the Province of British Columbia. Term: April 26, 2011 – April 26, 2014;
- g. Sumas First Nation Forest & Range Consultation and Revenue Sharing Agreement Between: The Sumas First Nation and Her Majesty the Queen in Right of the Province of British Columbia. Term: October 11, 2013 – October 11, 2016; and
- h. Ts'elxwéyeqw Tribe Forest & Range Consultation and Revenue Sharing Agreement Between: The Ts'elxwéyeqw Tribe and Her Majesty the Queen in Right of the Province of British Columbia. Term: April 26, 2011 – April 26, 2014.

6. CONSULTATION WITH NON-PARTICIPATORY PROVINCIAL AGENCIES AND OTHER GOVERNMENTS

- 6.1. **Consultation and Accommodation Processes.** The Parties acknowledge that Non-Participatory Provincial Agencies have consultation and accommodation processes that are not included in this Agreement, and agree that this Agreement does not create, alter or diminish those other consultation or accommodation obligations.
- 6.2. **Notice of Major Project.** With respect to a proposed Major Project that is not a Proposed Activity and that has the potential to have adverse impacts on Stó:lō Rights, a G2G Forum Co-Chair will inform the other Party on becoming aware of a regulatory or consultation process, or both, initiated by Non-Participatory Provincial Agencies.
- 6.3. **Discussion Meeting.** The G2G Forum Co-Chairs will meet to discuss the proposal identified under 6.2 and may agree to invite representatives of the Non-Participatory Provincial Agency to meet with the G2G Forum to introduce the proposal.

- 6.4. **Coordinated Process.** Where a Non-Participatory Provincial Agency chooses to meet with the G2G Forum Co-Chairs under 6.3 and to engage with the Stó:lō First Nations regarding that proposal using the Engagement Framework, the G2G Forum Co-Chairs will work with that Non-Participatory Provincial Agency to co-ordinate a process for engagement.
- 6.5. **Other Processes Continue.** Where a Non-Participatory Provincial Agency chooses not to meet with the G2G Forum under 6.3, the Parties acknowledge that the Non-Participatory Provincial Agency's consultation processes will continue.
- 6.6. **Adding Provincial Agencies.** Upon a written request of a Non-Participatory Provincial Agencies, the Parties may negotiate an amendment to this Agreement to include that other Agency in this Agreement as a Provincial Agency.
- 6.7. **Collaboration with Other Governments.** The Parties may collaborate when engaging with other governments including Canada, Non-Participatory First Nations and local governments.

7. OTHER FIRST NATIONS

- 7.1. **Provincial Consultation.** Where the Province has a duty to consult with other First Nations, the Province will consult with those other First Nations.
- 7.2. **Non-Participatory First Nations.** The Stó:lō First Nations may have discussions with Non-Participatory First Nations to inform discussions at the G2G Forum.
- 7.3. **Regional Processes.** The Parties may participate in advisory processes with Non-Participatory First Nations to address regional issues or specific initiatives.

8. INFORMATION SHARING AND CONFIDENTIALITY

- 8.1. **Information Sharing.** The Parties will support Engagement and consultation under Articles 5 to 7 by making best efforts to share relevant information and knowledge and will, at the time of disclosure:
- a. assist in the other Party in interpreting the information, determining the current and future use of the information and the terms under which it may be reproduced or shared, in whole or in part, with any other party; and

- b. will make reasonable efforts to maintain the confidentiality of the information provided by the other Party, including Confidential Information, and prevent its disclosure to the public.

8.2. Cultural Information and Cultural Knowledge. The Province acknowledges that the Stó:lō First Nations are custodians of cultural information and cultural knowledge that may be:

- a. confidential and/or sensitive in nature; and/or
- b. owned individually or collectively and must be managed according to the owner's wishes.

8.3. Disclosure of Cultural Information and Cultural Knowledge. The Province acknowledges that the disclosure of information, including cultural information and cultural knowledge, that is provided by the Stó:lō First Nations to any other party requesting such information under the *Freedom of Information and Protection of Privacy Act* could:

- a. be reasonably expected to harm the relations between the Province and the Stó:lō First Nations as aboriginal governments;
- b. result in damage to or interfere with the conservation of:
 - i. fossil sites, natural sites or sites that have an anthropological or heritage value;
 - ii. an endangered, threatened or vulnerable species, subspecies or race of plants, vertebrates or invertebrates; or
 - iii. any other rare or endangered living resources.
- c. be excepted or restricted by the application of provisions of the *Freedom of Information and Protection of Privacy Act* unrelated to the circumstances described in paragraphs (a) or (b).

8.4. Freedom of Information. If the Province receives a request under the *Freedom of Information and Protection of Privacy Act* or is otherwise required by law to disclose the information received from the Stó:lō First Nations, the Province will provide the Stó:lō First Nations with notice of the request for disclosure and will provide the Stó:lō First Nations an opportunity to meet and discuss a decision on the request.

8.5. Additional Conditions. The Parties acknowledge that:

- a. 8.1 does not apply to information that is already in the public domain, including the Remote Access to Archaeological Data (RAAD) database and on other public websites; and
- b. the disclosure of Confidential Information may be restricted under provincial law or subject to additional conditions on disclosure.

9. IMPLEMENTATION AND MONITORING

9.1. Implementation Plan. Within ninety (90) days of the Effective Date, the Parties will conclude an implementation plan for the implementation of this Agreement and any Dispute relating to the development of the implementation plan will be resolved under 10.1.

9.2. Content of Implementation Plan. The implementation plan under 9.1 will address or identify the following matters or responsibilities:

- a. the Parties' obligations, including the activities to be undertaken and the timeframe for completion of those activities;
- b. performance management standards and objectives, including who will be responsible for evaluation tasks; and
- c. any other matters agreed to by the Parties.

9.3. Periodic Review of Implementation Plan. The Parties will review the implementation plan under 9.2 every six (6) months to ensure that it is effective and, where agreed, may amend it.

9.4. Performance Measures. The Parties agree to continue to use the performance measures developed during the SSEAp and set out in Appendix G to monitor the fulfillment of the purposes and intended outcomes of this Agreement.

9.5. Periodic Review of the SEA. The Parties will undertake a review of this Agreement prior to initiating discussions to amend or renew the Agreement or by mutual agreement and may make recommendations to the G2G Forum respecting its amendment.

9.6. Independent Evaluation. As part of the review under 9.5, the Parties may agree to have an independent evaluation of this Agreement, and the costs of which will be shared jointly between the Stó:lō First Nations and the Province.

9.7. **Continuous Improvement.** The G2G Forum will consider the results of any review under 9.5 or an evaluation under 9.6 and may recommend the SEA be amended in accordance with 18.6.

9.8. **Emerging Issues.** Any Party may raise emerging issues regarding this Agreement, including the Engagement Framework, to the G2G Forum for discussion.

10. DISPUTE RESOLUTION

10.1. **Dispute Resolution.** The Parties recognize that the success of this Agreement will depend on their ability and willingness to recognize, explore and resolve differences which may arise between them, and that they will endeavor to resolve such differences in a manner that fosters an improved, ongoing and respectful government to government relationship as follows:

- a. where a Dispute arises regarding the implementation of the Engagement Framework the Parties will follow the Issues Resolution Process set out in the Engagement Framework;
- b. where a Dispute, other than a Dispute described in (a) arises, the Parties' duly appointed representatives will meet within thirty (30) days to attempt to resolve the Dispute; and
- c. where the Parties are unable to resolve a Dispute under (b) within sixty (60) days the Parties may agree to utilize other dispute resolution mechanisms, including mediation.

10.2. **Costs.** The Parties will each bear their own costs associated with the dispute resolution process outlined under 10.1 (a) and (b) and agree that the Parties will equally bear joint costs arising from 10.1 (c).

11. FUNDING

11.1. **Funding.** In order to effectively implement this Agreement, the Province will, for the initial three (3) year period of this Agreement, supplement the Stó:lō First Nations resources by providing the Stó:lō First Nations with \$2,100,000 dollars as follows:

- a. \$700,000 dollars within sixty (60) days of the Effective Date or sixty (60) days of the date on which this Agreement is fully executed by the Parties, whichever is later; and

- b. \$700,000 dollars per year within thirty (30) days of the first and second anniversaries of the Effective Date.

11.2. **Distribution of Funding.** The Stó:lō First Nations appoint the Stó:lō Nation Society to receive funds under 11.1 on behalf of the Stó:lō First Nations and direct the Stó:lō Nation Society to distribute those funds to the People of the River Referral Office for the implementation of this Agreement including the processing of Referral Packages under this Agreement.

11.3. **Use of Funding.** The People of the River Referral Office will use the funds provided by the Province under 11.1 to act on behalf of the Stó:lō First Nations to the extent directed by each and in accordance with this Agreement, including:

- a. business arrangements between the Stó:lō Nation Society and PRRO with the Stó:lō First Nations in furtherance of the implementation of this Agreement;
- b. the G2G Forum, and any Working Groups;
- c. the Engagement Framework;
- d. the implementation plan;
- e. engagement on Strategic Topics under Appendix E;
- f. referral management;
- g. legal and other expert advice;
- h. collaboration on resource management and economic development; and
- i. other structures, processes or agreements contemplated or agreed to by the Parties.

11.4. **Funding under Other Agreements.** The Province may consider revenue received by the Stó:lō First Nations under other revenue-sharing agreements in determining the funding under this Agreement where it is extended under 16.3.

11.5. **Additional Funding.** The Parties agree that this Agreement is of mutual benefit and cost of implementation should be jointly funded. Nothing in this Agreement precludes the Stó:lō First Nations from:

- a. accessing funding that may be available through Non-Participatory Provincial Agencies, a non-governmental body, or another level of government;
- b. working with the Province to identify additional funding to support the priorities of the G2G Forum and implementation of joint priorities; or
- c. negotiating revenue-sharing agreements with proponents.

12. REPORTING ON FUNDING

- 12.1. **Reporting on Funding.** To be eligible for payments under 11.1.(b), the Stó:lō First Nations will, thirty (30) days prior to each anniversary of this Agreement, prepare a report containing the information set out in Appendix G and provide a copy of the report to the Province.
- 12.2. **Posting of Reports.** The Stó:lō First Nations will post a copy of the report on a website accessible to the Stó:lō First Nations, and the Parties will ensure the reports are posted on a public internet site accessible to the public and Non-Participatory First Nations.

13. CONDITIONS PRECEDENT TO FUNDING

- 13.1. **Conditions Precedent to Funding.** Notwithstanding any other provision in this Agreement, any payment of funds by the Province to the Stó:lō Nation Society on behalf of the Stó:lō First Nations under this Agreement is subject to:
- a. there being sufficient monies available in appropriation, as defined in the *Financial Administration Act*, to enable the Province in any fiscal year or part thereof when such payment is required to make such payment;
 - b. Treasury Board, as defined in the *Financial Administration Act*, not having controlled or limited expenditure under any appropriation necessary to make such payment;
 - c. a band council resolution not having been varied, amended, repealed or replaced in a manner that alters or terminates a Stó:lō First Nation's authority to comply and be bound by with the terms of this Agreement; and
 - d. the Stó:lō Nation Society maintaining good standing and status as a duly incorporated society under the *Society Act* and fulfilling the commitments warranted and represented by it as set out in Appendix H.

14. CONDITIONS PRECEDENT TO AGREEMENT

14.1. **Band Council Resolution.** Prior to the execution of this Agreement, the Stó:lō First Nations will deliver to the Province a true or certified copy of the band council resolution approving this Agreement, authorizing its representative to sign this Agreement and, authorizing the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the Stó:lō First Nations for the purposes of this Agreement.

14.2. **Conditions Precedent.** The Province's execution of this Agreement is subject to:

- a. the Province having obtained all required approvals, including Cabinet and Treasury Board approval; and
- b. the Stó:lō First Nations' representations and warranties under this Agreement being true and correct as of the date of execution by the Province.

15. REPRESENTATIONS AND WARRANTIES

15.1. **The Stó:lō First Nations Representations.** Each Stó:lō First Nation represents and warrants to the Province, with the intent and understanding that they will be relied on by the Province in entering into this Agreement, that:

- a. it is a "band" within the meaning of the *Indian Act* and has the legal power, capacity, and authority to enter into this Agreement on its own behalf and on behalf of its Members;
- b. it has taken all the necessary actions and has obtained all necessary approvals to enter this Agreement for and on behalf of its members;
- c. the People of the River Referrals Office is an administrative office associated with the Stó:lō Nation Society authorized to act on behalf of the Stó:lō First Nations and on behalf of its Members as provided for in this Agreement;
- d. any representation to the Province by the People of the River Referrals Office that it is authorized to act on behalf of a Stó:lō First Nation in respect of a Proposed Activity is binding upon it and its Members to the same extent as if the Stó:lō First Nation had made the representation itself;
- e. this Agreement has been legally and properly executed by or on its behalf and is legally binding and enforceable in accordance with its terms; and

- f. attached to this Agreement as part of Appendix I is a true copy of a band council resolution of the First Nation approving the terms of this Agreement, authorizing the performance of the undertakings and obligations pursuant to this Agreement, and authorizing a representative to execute and enter into this Agreement and that the aforementioned band council resolution is duly passed in accordance with the requirements of the *Indian Act* and that such resolution has not been varied, amended, repealed or replaced.

15.2. **Provincial Representations.** The Province represents and warrants to the Stó:lō First Nations, with the intent and understanding that they will be relied on by the Stó:lō First Nations in entering into this Agreement, that it has the authority to enter into this Agreement, and that this Agreement is a valid and binding obligation of the Province.

16. TERM, TERMINATION AND WITHDRAWAL

16.1. **Term.** The term of this Agreement will be three (3) years commencing on the Effective Date, unless it is extended under 16.3 or terminated under 16.5.

16.2. **Date of Execution.** Notwithstanding the date that this Agreement may be fully executed by the Parties, the Parties agree that this Agreement is deemed to be in full force and effect on the Effective Date.

16.3. **Extension of Term.** At least eight (8) months prior to the third anniversary of the Effective Date the Parties will evaluate the effectiveness of this Agreement and will, at least six (6) months prior to its end, decide whether to extend the term.

16.4. **Terms of the Extension.** Where the Parties agree to extend the term of the Agreement, they will negotiate and attempt to reach agreement on the terms of the extension, including terms relating to the provision of funds to support the implementation of the Agreement extension.

16.5. **Termination.** Notwithstanding 16.1, this Agreement may be terminated in writing:

- a. by either Party on ninety (90) days notice or on a date mutually agreed on by the Parties; and
- b. by the Province on thirty (30) days notice if any representation or warranty made by a Stó:lō First Nation under 15.1 or by the Stó:lō Nation Society under Appendix H is untrue or incorrect and such representation or warranty is not made true or corrected within the notice period.

16.6 **Withdrawal.** A Provincial Agency may withdraw its participation in this Agreement by providing forty-five (45) days written notice to the other Parties and, on such notice, the Parties will:

- a. determine if any changes or amendments are required; and
- b. amend this Agreement if required under (a) in accordance with 18.6.

16.7. **Resolution of Termination or Withdrawal.** In recognition of the enduring value of a government to government relationship between the Parties, the Parties will:

- a. on notice of termination or withdrawal, provide the other Parties with the reasons for termination or withdrawal; and
- b. within the period prior to the termination of or withdrawal from this Agreement taking effect, pursue the opportunities presented by this Agreement, including Dispute Resolution under 10.1 to resolve the basis for termination or withdrawal.

16.8. **Effect of Termination.** Where this Agreement is terminated under 16.5:

- a. a Stó:lō First Nation or the Stó:lō Nation Society, as the case may be will, where it has received funding under this Agreement, remit to the Province any unspent funds or the pro-rated amount of funding provided for the remainder of the agreement year, whichever is greater, within thirty (30) days of termination of this Agreement;
- b. 8.1 of this Agreement survives the termination of this Agreement; and
- c. the G2G Forum Co-Chairs will inform the Provincial Agencies that the Agreement has been terminated and that it cannot be relied upon to fulfill the obligation of the Province to consult the Stó:lō First Nations.

17. NOTICE AND DELIVERY

17.1. **Notices.** Any notice, document, statement or report under this Agreement must be in writing, and will be deemed validly given to and received by the other Party, if served personally, on the date of personal service or, if delivered by mail, e-mail or facsimile copier, when received as follows:

if to the Province:

Regional Manager
Ministry of Aboriginal Relations and Reconciliation
Suite 200 - 10470 152nd Street
Surrey BC V3R 0Y3

Fax: (604) 582.5281 Email: Yvette.Lizee@gov.bc.ca

if to the Stó:lō First Nations, other than under Appendix C of the Engagement Framework:

General Manager
c/o People of the River Referrals Office
Building 10 - 7201 Vedder Road
Chilliwack, BC V2R 4G5

Fax: 604-824-0278 Email: dave.schaepe@stolonation.bc.ca

and if to the Stó:lō First Nations or the PRRO under Appendix C of the Engagement Framework:

Email: referrals.administrator@srrmcentre.com

17.2. **Change of Address.** A Party may, from time to time, give written or e-mail notice to the other Parties of any change of address or facsimile number of the Party giving such notice and after the giving of such notice, the address or facsimile number therein specified will, for purposes of this Agreement be conclusively deemed to be the address or facsimile number of the Party giving such notice.

17.3. **Electronic Notice.** The Parties agree that they will utilize electronic and other methods of communication for the purposes of Engagement whenever practicable and appropriate.

18. GENERAL

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

- a. constitute a treaty or land claims agreement within the meaning of section 25 or 35 of the *Constitution Act, 1982* (Canada); or
- b. affirm, recognize, abrogate or derogate from any Stó:lō Rights.

18.2. **Acknowledgement.** The Parties acknowledge and enter into this Agreement on the basis that the Stó:lō First Nations assert Aboriginal rights, including Aboriginal title,

within the Agreement Area but that the specific nature, scope or geographic extent of those Stó:lō Rights have yet to be determined. The Parties intend that broader processes may be engaged in to bring about reconciliation and may lead to a common understanding of the nature, scope and geographic extent of Stó:lō Rights.

18.3. **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 Stó:lō Rights;
- b. an acknowledgement of any obligation to provide any financial, economic, or other compensation, including those in this Agreement, as part of the Province's obligation to consult and, as appropriate, accommodate; or
- c. as in any way limiting the position the Parties may take in any negotiations or in any discussions or negotiations between the Parties, except as expressly contemplated in this Agreement.

18.4. **No fettering.** Nothing in this Agreement will be interpreted in a way that would affect or unlawfully interfere with any legislative authority of the Province or fetter the discretion of any decision-making authority.

18.5. **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, unless otherwise agreed in writing by the Parties.

18.6. **Amendment.** This Agreement may be amended by agreement of the Parties in writing as follows:

- a. any amendment to this Agreement by the Minister of Aboriginal Relations and Reconciliation on behalf of the Province, and by an authorized signatory on behalf of the Stó:lō First Nations; or
- b. any amendment to Appendix C, Appendix D, Appendix E, Appendix F, or Appendix G by agreement of the G2G Co-Chairs.

18.7. **Validity of Agreement.** If any part of this Agreement is void or unenforceable at law:

- a. the invalidity of that part will not affect the validity of the remainder, which will continue in full force and effect and be construed as if this Agreement had been executed without the invalid part; and
- b. the Parties will negotiate and attempt to reach agreement on a replacement for the part declared or held invalid with a view to achieving the intent of the Parties as expressed in this Agreement.

18.8. **Further Acts and Assurances.** Each of the Parties will, upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better and absolute performance of the terms and conditions of this Agreement.

18.9. **No Implied Waiver.** Any waiver of:

- a. a provision of this Agreement;
- b. the performance by a Party of an obligation under this Agreement; or
- c. a default by a Party of an obligation under this Agreement,

will be in writing and signed by the Party giving the waiver and will not be a waiver of any other provision, obligation or subsequent default.

18.10. **Assignment.** The Stó:lō First Nations will not assign, either directly or indirectly, this Agreement or any right of the Stó:lō First Nations under this Agreement without the prior written consent of the Province.

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

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

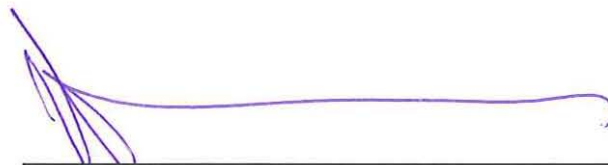
18.13. **Execution in Counterpart.** This Agreement may be entered into by each Party signing a separate copy of this Agreement (including a photocopy or facsimile copy) and delivering it to the other Party by facsimile transmission.

IN WITNESS WHEREOF the Parties have executed this Agreement as set out below:

Signed on behalf of Chawathil First
Nation this 25 day of March,
2014:

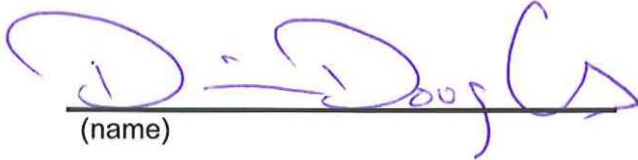


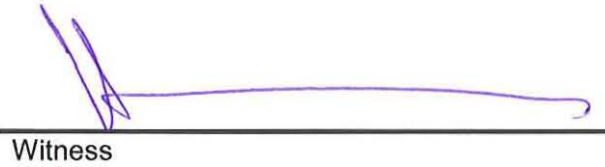
(name)



Witness

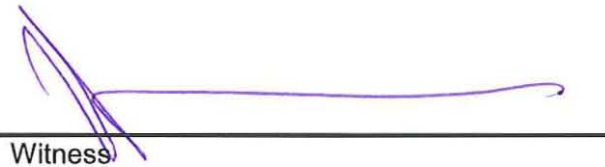
Signed on behalf of Cheam First
Nation this 25 day of MARCH,
2014:


(name)

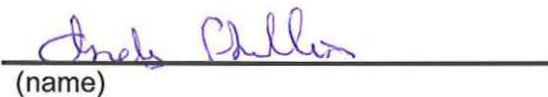

Witness

Signed on behalf of Leq'á:mel First
Nation this 25 day of MARCH,
2014:


(name)


Witness

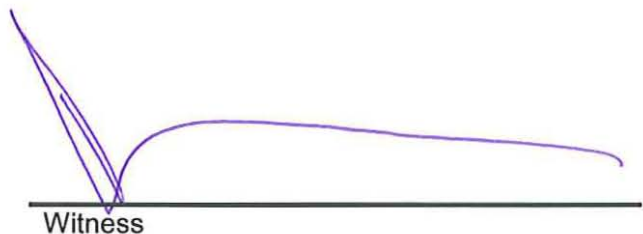
Signed on behalf of Scowlitz First
Nation this 25 day of MARCH,
2014:


(name)

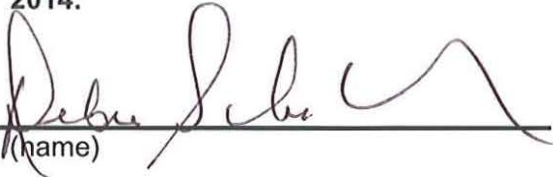

Witness

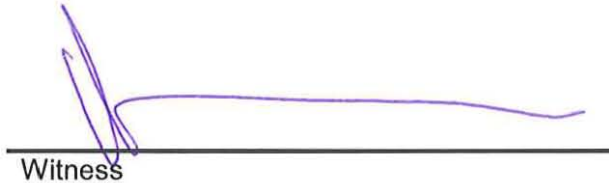
Signed on behalf of Shxw'ow'hamel
First Nation this 25 day of
MARCH, 2014:


(name)



Witness

Signed on behalf of Skawahlook First
Nation this 25 day of March,
2014:


(name)

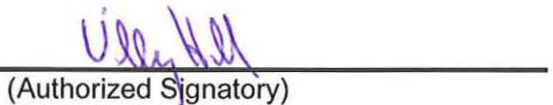

Witness

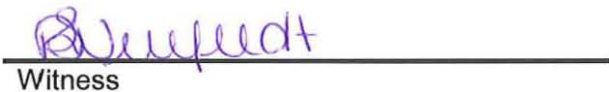
Signed on behalf of Sumas First
Nation this 25 day of March,
2014:


(name)


Witness

Signed on behalf of Aitchelitz Band,
Shxwhá:y Village, Skowkale First
Nation, Soowahlie First Nation, Squiala
First Nation, Tzeachten First Nation,
and Yakweakwioose First Nation as
represented by Ts'elxwéyeqw Tribe
Limited Partnership this 27 day of
March, 2014:

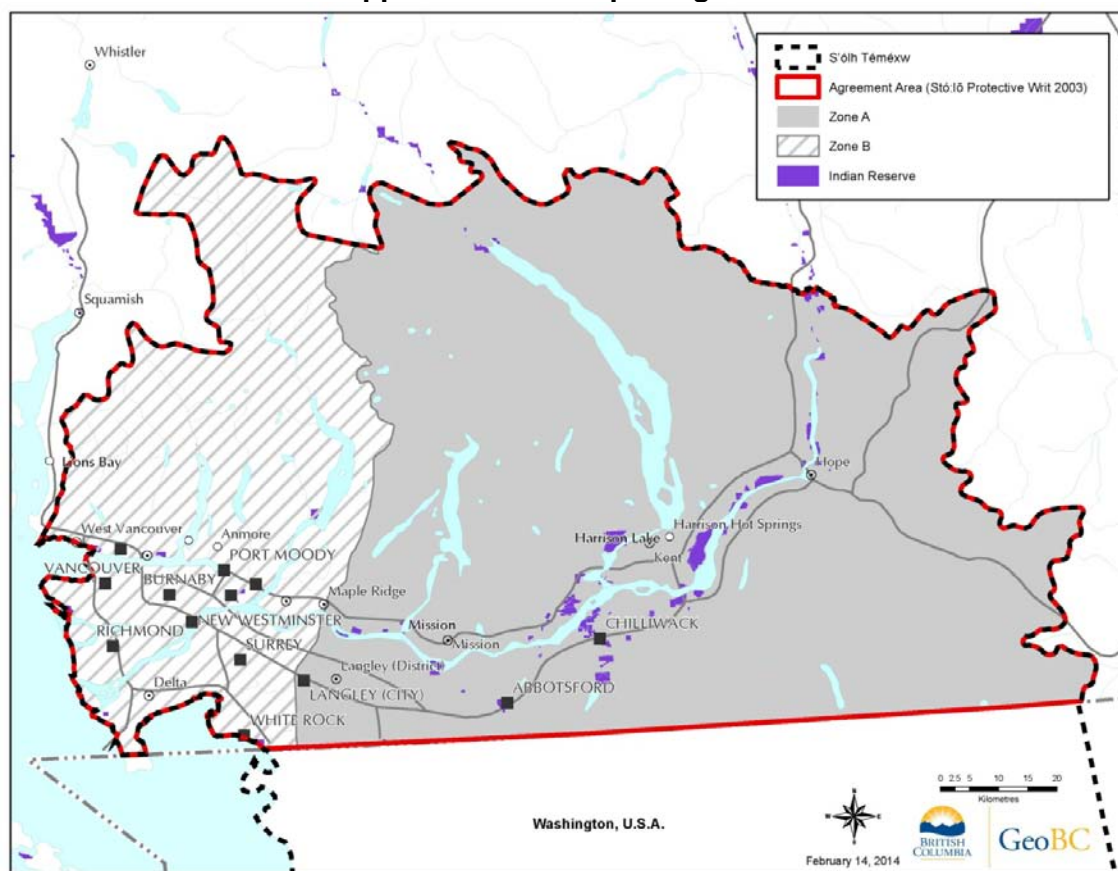

(Authorized Signatory)


Witness

Signed on behalf of Her Majesty the Queen
In Right of the Province of British
Columbia by as represented by the Minister
of Aboriginal Relations and Reconciliation:


Ministry of Aboriginal Relations and
Reconciliation

Appendix A Map of Agreement Area



For the purposes of this Agreement, the Agreement Area shown is the area in which Stó:lō Rights are asserted in the Stó:lō Protective Writ filed in 2003.

The scope of this Agreement is set out under 2.2 and set out here again for ease of reference:

2.2 Scope. The scope of this Agreement is as follows:

- a. this Agreement applies to Zone A and Zone B;
- b. the Engagement Framework applies to Proposed Activities on or after the Effective Date within Zone A;
- c. the provisions of this Agreement related to the G2G Forum apply within both Zone A and Zone B;
- d. notwithstanding 2.2 (a) or (b), this Agreement does not apply to Proposed Activities relating to private lands, federal lands, Indian Reserves, or treaty settlement lands; and
- e. this Agreement does not apply to Non-Participatory First Nations or Non-Participatory Provincial Agencies.

Notwithstanding 2.2 (b), Provincial Agencies and the Stó:lō First Nations may jointly agree to apply some provisions of the Engagement Framework in Zone B.

Appendix B List of Applicable Provincial Legislation

Proposed Activities under the following statutes are subject to consultation under the Engagement Framework:

Environmental Management Act

Forest Act

Forest and Range Practices Act

Heritage Conservation Act

Integrated Pest Management Act

Land Act

Ministry of Lands, Parks and Housing Act

Mines Act

Park Act

Protected Areas of British Columbia Act

Water Act

Appendix C Engagement Framework - General

1. GENERAL PROVISIONS

1.1. **Consultation and Accommodation.** The Parties agree that they will follow the processes set out in Appendix C and Appendix D to meet their respective obligations under 6.1 of this Agreement.

1.2. **Overview of Contents.** Appendix C includes:

- a. the Engagement Matrix and Engagement Level setting process;
- b. the process through which the Parties will engage at Engagement Levels 0, 1, 2, 3, and 4; and
- c. a role for Applicants in the implementation of this Engagement Framework.

1.3. **Reference Guide.** The Parties agree that the Reference Guide will provide operational guidance for implementation of Appendix C.

1.4. **Bundling Applications.** The Parties agree that with prior discussion with and agreement of the Working Group, Applications that relate to a single project may be bundled into a single Referral Package, referred to as Bundling.

1.5. **Batching.** The Working Group will undertake future discussions about opportunities for Batching referrals of administrative decisions, including scheduled renewals of existing tenures, licenses, replacements, or permits where there are no new or incremental impacts or effects on other uses, in advance of replacement.

1.6. **Environmental Assessment Act.** The Parties agree that:

- a. this Agreement, including the Engagement set out in Appendix C, does not apply to environmental assessments undertaken pursuant to the *Environmental Assessment Act*;
- b. applicable statutes, regulations and the common law, including the Crown's duty to consult and seek to accommodate, continue to apply to all environmental assessments referred to in 1.6 (a);
- c. this Agreement and Appendix C do not affect or prejudice any Party's position or views on the environmental assessment processes or the Crown's duties in respect of environmental assessments referred to in 1.6 (a);
- d. where a project is subject to an environmental assessment under the *Environmental Assessment Act*, Engagement set out in Appendix C will apply to Applications with respect to that project; and

- e. Appendix D of this Agreement applies where a project is a Major Project.

1.7. **Definition of “Relevant Stó:lō First Nation”.** For the purposes of Appendix C, “Relevant Stó:lō First Nation” means a Stó:lō First Nation(s) needing to be contacted directly by a Provincial Agency or Delegate for engagement regarding an Application.

1.8. The Parties agree that:

- a. the PRRO will act on behalf of the Stó:lō First Nations with respect to 2.2, 2.4 through 2.7, Article 3, 4.2 (a), 4.3, 4.4 (a-c), 4.5 (a-c), 4.6 (a-c), 4.7 (b-c) of Appendix C;
- b. pursuant to 15.1 of the Agreement the PRRO will identify the Stó:lō First Nations whose Stó:lō Rights may be adversely affected by a Proposed Activity;
- c. the Stó:lō First Nations will advise the PRRO whether it is otherwise authorized to act on their behalf in respect of a Proposed Activity;
- d. the PRRO will advise a Provincial Agency whether, in addition to (a), it is authorized to act on behalf of a Stó:lō First Nation in respect of a Proposed Activity or whether the Provincial Agency will be required to contact a Stó:lō First Nation directly in respect of that Proposed Activity; and
- e. a Provincial Agency is entitled to rely on the PRRO’s advice under (b) and (d) when it engages with the PRRO or a Stó:lō First Nation, as the case may be, in respect of a Proposed Activity.

2. INITIAL REVIEW AND ASSESSMENT

2.1. **Referral Package Submission.** Except as provided for in 2.2, where a Provincial Agency or Delegate initiates engagement, the Provincial Agency or Delegate will:

- a. review the Application;
- b. propose an Engagement Level identified within Table 1 of Appendix C;
- c. prepare a Referral Package; and
- d. submit the Referral Package to the PRRO as soon as practicable.

2.2. **Engagement Level 0 (Information Upon Request).** For all Applications identified by a Provincial Agency or Delegate as activities and decision types to which Engagement Level 0 (Information Upon Request) applies:

- a. no further engagement is required before the Provincial Agency may make a decision on the Application; and

- b. if the PRRO requests information related to a decision(s) regarding an Application identified as Engagement Level 0 (Information Upon Request), the Provincial Agency will provide the notice of the decision(s) and summary information regarding the location and nature of the activity(ies) or authorization(s).

2.3. Required Information. Referral Packages provided to the PRRO by a Provincial Agency or Delegate will include the following information:

- a. Provincial Agency contact name, phone number, email and mailing address;
- b. project name (short and descriptive);
- c. issuing agency file number;
- d. area (hectares preferably), if available;
- e. location description;
- f. applicable legislation;
- g. project description including related development, if any;
- h. Applicant contact name, phone number, and email address;
- i. supporting information and material submitted by the Applicant;
- j. GIS compatible digital file, (Shapefile, KMZ, or comparable GIS digital format) of the proposed activity area or, if it is not possible to provide a GIS digital format file, a NAD 83 Zone 10 UTM coordinate, or latitude/longitude coordinates at minimum;
- k. map(s) at a scale sufficient to indicate the location and details (if applicable) of the activity; and
- l. the Provincial Agency's or Delegate's assessment of the appropriate Engagement Level.

2.4. Incomplete Referral Packages. If the Referral Package sent to the PRRO is incomplete and the PRRO notifies the Provincial Agency or Delegate of the omission within 5 Business Days of receiving the Referral Package, the timelines set out under 2.5 of Appendix C will not commence until the missing information is received by the PRRO.

2.5. PRRO Rapid Appraisal. Within 8 Business Days after the PRRO receives a complete Referral Package, the PRRO will enter (publish) the Referral Package in Stó:lō Connect, and will:

- a. review the Referral Package including the Provincial Agency's or Delegate's assessment of the proposed Engagement Level;
- b. review the Referral Package and, with reference to the criteria set out under 2.6 of Appendix C, either confirm the Engagement Level is appropriate or, propose a different Engagement Level;
- c. include a rationale for any proposed Engagement Level change under 2.6; and
- d. inform the Provincial Agency or Delegate of the confirmed or proposed Engagement Level.

2.6. Criteria for Changes to Engagement Level. The PRRO may suggest revising the Engagement Level proposed by Provincial Agencies or Delegates to a different Engagement Level based on a consideration of any of the following criteria:

- a. the permanence of the decision(s) related to the Application;
- b. the permanence of potential impacts on the land, air, water or related natural resources;
- c. the degree of potential impacts on, land, air, water, natural resources, fish or wildlife and their habitat;
- d. the geographic extent of potential impact on the land or natural resources;
- e. the potential for interfering with a known sensitive area or place with special significance or cultural values to the Stó:lō First Nations;
- f. the potential for interfering with the Stó:lō First Nations exercising Stó:lō Rights;
- g. the degree to which the Stó:lō First Nations will continue to have the ability to exercise Stó:lō Rights in their preferred manner;
- h. the extent of existing development in the area; or
- i. whether the Stó:lō First Nations have indicated support for the Application, or have otherwise indicated to the PRRO that they have no further concerns with the Application.

2.7. Disagreement Regarding Change of Engagement Level. If there is a disagreement between the Provincial Agency or Delegate and PRRO regarding the Engagement Level, the Parties will:

- a. complete an exchange of written reasons for their views on the proposed change to the Engagement Level within 2 Business Days after the PRRO has informed the

Province of the revised Engagement Level under 2.5 (d) and the Parties will try to reach a consensus on the Engagement Level; and

- b. if the disagreement is not resolved within 3 Business Days of the exchange of views under 2.7 (a), then the Parties will use the Issues Resolution Process outlined under Article 6 of Appendix C.

3. PRELIMINARY RESPONSE

3.1. PRRO Preliminary Response. Following determination of the Engagement Level, the PRRO will:

- a. provide a copy of the Referral Package to the Stó:lō First Nation(s) who may be affected by the Application;
- b. work with the Stó:lō First Nation(s) who may be affected by the Application in developing a preliminary response to the Provincial Agency or Delegate; and
- c. forward the preliminary response to the Provincial Agency or Delegate on behalf of the Stó:lō First Nation(s) who may be affected by the Application.

3.2. Time for Preliminary Response. The PRRO will provide a preliminary response to the Provincial Agency or Delegate within 23 Business Days of receiving a complete Referral Package.

3.3. Request for an Alternate Response Time. The PRRO, a Provincial Agency or Delegate may, with regard to a particular Referral Package, request an extension or abridgement of the time set out in 3.2 of Appendix C and the PRRO, Provincial Agency or Delegate, as the case may be, may grant the request if it considers it reasonable in all circumstances.

3.4. Contents of a Preliminary Response. A preliminary response:

- a. will identify the Stó:lō First Nations whose Stó:lō Rights may be adversely affected by the Proposed Activity;
- b. will identify preliminary Stó:lō First Nations' concerns related to the Application, including the preliminary identification of potential adverse impacts on Stó:lō Rights, if any are known at that time;
- c. will notify the Provincial Agency or Delegate if Stó:lō First Nation(s) will be submitting a final response independently;
- d. will advise the Provincial Agency or Delegate which Relevant Stó:lō First Nation(s) to contact directly for further engagement regarding the Application;

- e. will advise the Provincial Agency or Delegate if and how the PRRO will continue to be involved, and on behalf of which Stó:lō First Nation(s), in subsequent engagement on the Application;
- f. will advise the Provincial Agency or Delegate of information gaps and additional information, studies or technical work that the PRRO and/or Stó:lō First Nation(s) consider necessary to be completed to fully inform the final response; and
- g. for Applications at Engagement Level 1, will advise the Provincial Agency or Delegate which if any Stó:lō First Nation(s) intend to provide a final response.

3.5. Information to Applicant. Following receipt of the preliminary response the Provincial Agency may inform the Applicant of:

- a. the final Engagement Level and associated timelines; and
- b. the Stó:lō First Nation(s) the Provincial Agency will be engaging regarding the Application, as confirmed by the PRRO under 3.4 (c) and (d) of Appendix C.

3.6. No Preliminary Response Provided. Where the PRRO has not provided a preliminary response within the timeframes noted in sections 3.2 or 3.3, the Provincial Agency or Delegate will contact the PRRO directly and proceed with the process steps and timeframes outlined in Article 4 of Appendix C.

4. ENGAGEMENT LEVEL STEPS

4.1. General. Following the receipt of a preliminary response, or expiry of the period for a preliminary response under 3.2 or 3.3, the Provincial Agency or Delegate will contact the Stó:lō First Nation(s) identified in 3.4 (d) of Appendix C, to undertake the process steps set out in this Article 4, in accordance with the final Engagement Level for the Application.

4.2. Final Response. Following the completion of the preliminary response by the PRRO and in accordance with the steps set out in 4.4 to 4.7 as applicable:

- a. the PRRO will work with the Stó:lō First Nation(s) who choose not to submit a final response independently, to develop a final response to an Application; and once developed will sign and provide that final response to the Provincial Agency or Delegate on behalf of the Stó:lō First Nation(s);
- b. Relevant Stó:lō First Nations who choose to submit a final response to an Application on their own behalf will sign and provide that final response directly to the Provincial Agency or Delegate.

4.3. Contents of a Final Response. A final response will provide a statement of support for an Application, with or without conditions, or an objection to an Application setting out the reasons for it for the purpose of informing a Provincial decision.

4.4. Engagement Level 1 (Limited). When a final Engagement Level for an Application has been established as Engagement Level 1, the Provincial Agency or Delegate, and the PRRO and/or the Relevant Stó:lō First Nations undertake the following:

- a. if under 3.4 of Appendix C the PRRO has advised that none of the Stó:lō First Nation(s) identified under 3.4 (a) intend to provide a final response regarding the Application, the Provincial Agency may proceed to make the decision; or
- b. if under 3.4 (g) of Appendix C the PRRO has advised that a Stó:lō First Nation(s) identified under 3.4 (a), or the PRRO on their behalf, intend to provide a final response regarding the Application, that final response will be provided within 5 Business Days after the preliminary response steps in Article 3 of Appendix C have been completed; or
- c. if under 3.4 (g) of this Appendix C the PRRO has advised that a Stó:lō First Nation(s) identified under 3.4 (a), or the PRRO on their behalf, intend to provide a final response regarding the Application, but no final response was received within the 5 Business Days referred to in (b) above, the Provincial Agency may proceed to make the decision; and
- d. the Provincial Agency will notify the Relevant Stó:lō First Nation(s) and the PRRO of the decision made regarding the Application.

4.5. Engagement Level 2 (Standard). When the final Engagement Level for an Application has been established as Engagement Level 2, the Provincial Agency or Delegate and the PRRO and/or the Relevant Stó:lō First Nation(s) will undertake the following:

- a. discuss the views of the Provincial Agency or Delegate and the Stó:lō First Nation identified under 3.4 (a) regarding the Application to attempt to address any issues raised in the preliminary response, including any requests for additional information, studies or technical work referred to in the preliminary response under Section 3.4 (f), and if a meeting is requested to facilitate this discussion, a meeting will occur as soon as practicable;
- b. the Relevant Stó:lō First Nation(s), and/or the PRRO on behalf of the Stó:lō First Nations who choose not to submit a final response independently, will provide a final response with regard to the Application, within 10 Business Days after steps in Article 3 of Appendix C have been completed;
- c. if a final response cannot be provided within the above noted 10 Business Days the Relevant Stó:lō First Nation(s) or the PRRO, as the case may be, may request an extension of time, which request the Provincial Agency or Delegate will consider and not unreasonably deny;
- d. following receipt of the final response the Provincial Agency will determine the appropriate next steps, including considering whether further engagement with the Relevant Stó:lō First Nation(s) and/or the PRRO is required before a decision on

the Application is made;

- e. if a final response has not been received within the 10 Business Days referred to in (b) or within an agreed-upon revised timeframe under (d), a decision on the Application may be made without further notice after a further 5 Business Days have passed; and
- f. the Provincial Agency will notify the Relevant Stó:lō First Nation(s) and the PRRO of the decision made regarding the Application.

4.6. Engagement Level 3 (Extensive). When the final Engagement Level for an Application has been established as Engagement Level 3, the Provincial Agency or Delegate and the PRRO and/or the Relevant Stó:lō First Nation(s) will undertake the following:

- a. discuss the views of the Provincial Agency or Delegate and the Stó:lō First Nation(s) identified under 3.4 (a) regarding the Application to attempt to address any issues raised in the preliminary response, including any requests for additional information, studies or technical work referred to in the preliminary response under 3.4 (f), and if a meeting is requested to facilitate this discussion, a meeting will occur as soon as practicable;
- b. the Relevant Stó:lō First Nation(s) and/or the PRRO on behalf of the Stó:lō First Nations who choose not to submit a final response independently, will provide a final response with regard to the Application, within 20 Business Days after steps in Article 3 of Appendix C have been completed;
- c. if a final response cannot be provided within the above noted 20 Business Days the Relevant Stó:lō First Nation(s) and/or the PRRO, as the case may be, may request an extension of time, which request the Provincial Agency or Delegate will consider and not unreasonably deny;
- d. following receipt of the final response the Provincial Agency will determine the appropriate next steps, including considering whether further engagement with the Relevant Stó:lō First Nation(s) and/or the PRRO is required before a decision is made;
- e. if a final response has not been received within the above noted 20 Business Days, or within an agreed-upon revised timeframe under (d) a decision on the Application may be made without further notice after a further 10 Business Days have passed; and
- f. the Provincial Agency will notify the Relevant Stó:lō First Nation(s) and the PRRO of any decision made.

4.7. Engagement Level 4 (Special Projects). Subject to 4.8, when a final Engagement Level for an Application has been established as Engagement Level 4, the Provincial Agency or Delegate and the PRRO and/or Relevant Stó:lō First Nation(s) will undertake

the following:

- a. the Provincial Agency or Delegate will propose to the Relevant Stó:lō First Nation(s) and the PRRO an engagement process for that Proposed Activity; and
- b. the relevant Parties will undertake the process proposed under paragraph (a) or seek to develop an agreed-upon process of engagement for that Proposed Activity within 20 Business Days after the preliminary response steps in Article 3 of Appendix C have been completed; and
- c. if requested by the relevant Parties, discussions may be undertaken through the G2G Forum Working Group of this Agreement to reach agreement on a process of engagement, and the Working Group may provide coordination for the agreed upon process.

4.8 Specialized Engagement Steps. Notwithstanding 4.7 of Appendix C, where a Proposed Activity is an Application under the *Forest Act*, *Mines Act* or *Heritage Conservation Act* referred to in Article 8 of Appendix C, the Parties will follow the engagement processes set out in that Article.

5. ROLE OF APPLICANTS

5.1. Letter of Support. If, as a result of work undertaken by the Applicant under Appendix C or otherwise, all Stó:lō First Nations identified by the PRRO under Section 3.4 (a) provide the Provincial Agency a letter that confirms support of, or no further concerns with, an Application, describes the Application that was reviewed, and is signed by a duly authorized representative of that Stó:lō First Nation then, notwithstanding any other provision in Appendix C, Engagement Level 1 will apply with respect to that Application.

5.2. No Release of Obligations. Actions undertaken by an Applicant under Appendix C may assist the Province with the procedural aspects of its consultation obligations in relation to the Stó:lō First Nations, but do not release the Province from its consultation obligations and any other obligations set out in the Agreement.

6. ISSUES RESOLUTION PROCESS

6.1. Engagement Level Options. The Parties will attempt to resolve issues with respect to proposed changes to Engagement Levels using the process outlined under 2.7 of Appendix C.

6.2. Issue Resolution Trigger. Either Party may initiate the Issues Resolution Process where the representatives are unable to reach agreement on the setting of an Engagement Level.

6.3. Notice to Engagement Coordinators. A representative initiates the Issue Resolution Process by notifying the Engagement Coordinators of the impasse.

- 6.4. **Written Description.** Within five (5) Business Days of providing notice under 6.3, the representative must provide a written description of the substantive issue that is unresolved, and any proposed specific actions that could be taken to address the issue to the Engagement Coordinators.
- 6.5. **Issue Resolution Meeting.** Within ten (10) Business Days of the receipt of the written descriptions, the Engagement Coordinators will convene an issue resolution meeting to discuss the written descriptions and attempt to resolve the issue(s) by attempting to reach agreement on the recommendations.
- 6.6. **Notice to G2G Forum Co-Chairs.** Where if an issue remains unresolved after the issue resolution meeting under 6.5, the Engagement Coordinators will provide notice of the issue to the G2G Forum Co-Chairs.
- 6.7. **G2G Forum Co-Chairs.** After receiving notice under 6.6, the G2G Forum Co-Chairs will:
- a. make reasonable and expedient efforts to resolve the issue, and may by mutual agreement, arrange for further discussion at the G2G Forum; and
 - b. at the discretion of the G2G Forum Co-Chairs, may consult as appropriate with responsible officials or other senior representatives.
- 6.8. **Unresolved Issues.** Where an issue remains unresolved after the G2G Co-Chairs' efforts at resolution, each Party will notify the other in writing of the outstanding points of disagreement for information purposes.
- 6.9. **Notice to Decision Makers.** Following the notifications exchanged in 6.8, the representatives will provide information about the issue to its respective decision makers, including a description of the respective outstanding points of disagreement as well as any agreed upon recommendations.
- 6.10. **Written Summary.** Prior to making a decision pursuant to 6.9, the Provincial Agency making the decision will provide the Stó:lō First Nations with a written summary of the proposed decision and how recommendations and potential impacts to Stó:lō Rights have been considered.

7. ENGAGEMENT MATRIX

7.1. Table Description. Table 1 provides a range of Engagement Levels based on program themes and types of decisions under the legislation included Appendix B of this Agreement.

7.2 Table Use. The Engagement Levels identified in Table 1 will be used by the Parties, in accordance with Article 2 of Appendix C to determine Engagement Level for an Application.

Table 1

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
Ecosystems		Forest and Range Practices Act related statutory decisions <ul style="list-style-type: none"> General wildlife measures 	Forest and Range Practices Act <ul style="list-style-type: none"> Government Action Regulations (GAR) – exemptions 	Forest and Range Practices Act <ul style="list-style-type: none"> Government Action Regulations (GAR) designation and amendments 	
Forests and Range (Timber Supply)			Timber Supply Area <ul style="list-style-type: none"> Allowable annual Cut (AAC) (Section 18 of the Forest Act) transfer, TSA AAC postponement. 	Allowable Annual Cut (AAC) for Timber Supply Area: <ul style="list-style-type: none"> AAC uplift disposition AAC TSR re-apportionment. AAC TSA license consolidation or subdivision. AAC for Area Based Tenures: <ul style="list-style-type: none"> Tree Farm Licence, Community Forest Agreement (CFA), First Nation Woodland Licence, Woodlot Licence. AAC Determination process. 	Allowable Annual Cut (AAC) for Timber Supply Area: <ul style="list-style-type: none"> Determination, Data Package review, Timber Supply Analysis.

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
Forests and Range (Licenses)	<p>Tree Farm Licence (TFL)</p> <ul style="list-style-type: none"> ▪ Licence transfer <p>Forest Licence (FL) / Non replaceable forest licence (NRFL)</p> <ul style="list-style-type: none"> ▪ Licence transfer. <p>Woodlot Licence (WL)</p> <ul style="list-style-type: none"> ▪ Transfer. <p>Woodlot Licence/Timber Licence/ Licence to Cut</p> <ul style="list-style-type: none"> ▪ Licence transfer. 		<p>Tree Farm Licence (TFL)</p> <ul style="list-style-type: none"> ▪ TFL consolidation, and subdivision, private land removal, amendment. <p>Community Forest Agreement (CFA)</p> <ul style="list-style-type: none"> ▪ Boundary/area amendment. <p>Forest Licence (FL) / Non replaceable forest licence (NRFL)</p> <ul style="list-style-type: none"> ▪ Extension, FL consolidation, and subdivision, amendment <p>Woodlot Licence (WL)</p> <ul style="list-style-type: none"> ▪ Private land removal, boundary/area amendment. 	<p>Tree Farm Licence (TFL)</p> <ul style="list-style-type: none"> ▪ Issuance, replacement, major, replacement. <p>Community Forest Agreement (CFA)</p> <ul style="list-style-type: none"> ▪ Issuance, replacement, major amendment. <p>Forest Licence (FL) / Non replaceable forest licence (NRFL)</p> <ul style="list-style-type: none"> ▪ Issuance, replacement (FL only), major amendment <p>Woodlot Licence (WL), FN Woodland Licence (FNWL),</p> <ul style="list-style-type: none"> ▪ Issuance, replacement, major amendment <p>Salvage, Community Salvage Licence, Licence to Cut</p> <ul style="list-style-type: none"> ▪ Issuance, replacement, major amendment <p>Timber Licence</p> <ul style="list-style-type: none"> ▪ Extension 	
Forests and Range (Administrative and Operational Plans)	<p>Silviculture Prescription amendment</p> <ul style="list-style-type: none"> ▪ Submissions under the Forest Practices Code (FPC) (e.g. Stocking standard amendment). <p>Forest Stewardship Plan, Woodlot Licence Plan</p> <ul style="list-style-type: none"> ▪ Minor amendments not requiring approval. 	<p>Conservancy minor amendment</p> <ul style="list-style-type: none"> ▪ OGMA, Visual Quality Objective, Scenic area, Resource Feature. <p>Conservancy exemptions</p> <ul style="list-style-type: none"> ▪ OGMA, Visual Quality Objective, Scenic area, Resource Feature. <p>Forest Stewardship Plan, Woodlot Licence Plan</p> <ul style="list-style-type: none"> ▪ Minor amendments 	<p>TFL, WL, CFA, FNWL Management Plans</p> <ul style="list-style-type: none"> ▪ Amendment. 	<p>Government Actions Regulation Orders and Land Act decisions</p> <ul style="list-style-type: none"> ▪ Establishing resource conservancies or major amendment (e.g. Old Growth Management Areas (OGMA), Visual Quality Objectives (VQO), Scenic areas,, Resource features, etc). <p>Forest Stewardship</p>	

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
		requiring approval or plan extensions.		Plan, Woodlot Licence Plan ▪ New or major amendment.	
Forests and Range (Cutting Authority)	Road Use Permit ▪ Issuance, or amendment ▪ Road maintenance. Free Use Permit, ▪ New or amendment (e.g. Cultural Use, firewood, other). Christmas Tree Permit ▪ Permit to grow and harvest Christmas trees. Approval to Scale special Forest Products (within existing and active cutting permit)	Forest Service Road ▪ New construction, including re-alignments. Works Permit/ General Works (government contract) ▪ Issuance, or amendment ▪ Road maintenance ▪ Road deactivation. Free Use Permit, ▪ Designation of firewood cutting area for the public. Misc. Forest Tenure - Forest Act (s.52) Cutting or Occupancy by government or agent (e.g. helipad construction not within cutblock or road). Small scale salvage/ Forest License to Cut ▪ Issuance, major amendment.	Occupant License to Cut ▪ Issuance.		Timber Sale Licence (TSL)/Cutting Permit (CP)/Road Permit (RP) ▪ Development/ issuance or major amendment.
Forests and Range (Occupancy License)	Special use permit (SUP) ▪ Assignment.	Special Use Permit (SUP) ▪ New ▪ Amendment ▪ Replacement			
Forests and Range (Transfer or Assignments)	Transfer or Assignment of Forest Tenure				
Forests and Range (Silviculture Activities)	Activities: ▪ Snag falling for worker safety ▪ Mechanical Site	Activities: ▪ Fertilization.			

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
	Preparation (MSP) <ul style="list-style-type: none"> ▪ Planting ▪ Manual Brushing ▪ Juvenile spacing / pruning. 				
Forests and Range (Recreation)	Recreation <ul style="list-style-type: none"> ▪ Established site or trail maintenance project routine day to day maintenance (e.g. garbage removal, toilet pumping, repair and replacement of signs etc). 	Recreation <ul style="list-style-type: none"> ▪ Established site or trail maintenance project (routine day to day maintenance not included) ▪ Dis-establish recreation site or trail ▪ Protection of recreation resource on Crown land 	Recreation <ul style="list-style-type: none"> ▪ Establish or construction of new site, trail, or interpretive forest site and objectives. 		
Forests and Range (Range)		Grazing/Hay Cutting Permits <ul style="list-style-type: none"> ▪ Issuance, amendment Grazing or Hay Cutting Licence/Permit <ul style="list-style-type: none"> ▪ Boundary change or amendment, transfer, relinquished tenure. 	Grazing/Hay Cutting Licence <ul style="list-style-type: none"> ▪ Issuance, replacement, major amendments, boundary changes Range Use Plan or Range Stewardship Plan <ul style="list-style-type: none"> ▪ Amendment, extension. 	Range Use Plan or Range Stewardship Plan <ul style="list-style-type: none"> ▪ Issuance 	
Heritage Conservation Act					Activities with potential for ground disturbance or effect on archaeological objects or sites, recorded or otherwise, including: issuance of s. 12 permits issuance of s.14 permits
Land Tenures	<ul style="list-style-type: none"> ▪ Assignments of tenures ▪ Notation of Interest files 	Activities with minor or negligible new ground disturbance or effect on other uses, including one	Activities with potential for new ground disturbance or effect on other uses, including one	Activities with potential for significant new ground disturbance or effects on other	Clean Energy Project-General Area License

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
		<p>or more of the following types of activities:</p> <ul style="list-style-type: none"> Administrative applications including premature renewals, tenure replacements minor amendments to existing tenures (term change; purpose change). Community or institutional uses: Nominal Rent tenures Communication sites and associated buildings with less than 1 ha site footprint and no new road access Navigation aids, including beacons Work permits for maintenance of existing infrastructure or with no incremental disturbance footprint Transfers of administration between Provincial Agencies and Provincial Federal Agencies Establishment of Map Reserves (Section 17) in 	<p>or more of the following types of activities:</p> <ul style="list-style-type: none"> Gravel pits or quarries with annual production <200,000 tonnes Communication sites and associated buildings with more than 1 ha site footprint and / or new road access New roads less than 2 km in length New utility rights-of-way less than 2 km in length Commercial recreation involving non-motorized light-impact extensive uses, including river rafting, backcountry hiking, and guided nature tours General commercial General industrial¹ General log handling and storage² Residential licenses; private moorage Legalizations of recreational / residential cabins Forfeited 	<p>uses, including one or more of the following types of activities:</p> <ul style="list-style-type: none"> New wilderness lodges Fee simple transfers of previously un-tenured lands (remote) Gravel pits or quarries with annual production of 200,000 to 500,000 tonnes New roads greater than 2 km in length New utility rights-of-way greater than 2 km in length Commercial recreation involving motorized or intensive uses, including heli-skiing Intensive agriculture in an area less than 15 ha Extensive Agricultural tenures Fee simple sales Heavy industrial activities, such as industrial parks, within the developed area; intensive log 	

¹ **General industrial:** the use of Crown upland and/or aquatic land to conduct a business enterprise involving the storage, manufacture, assembly, testing, servicing, repairing, fabrication, wrecking, salvaging, processing or production of all goods and materials, including the selling of industrial equipment.

² **General Log handling and storage:** the use of Crown land for industrial activities and related improvements for log dumping, storage, sorting, booming and barging in remote areas and other areas not associated with intensive log handling.

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
		which a higher level of engagement is required prior to development. <ul style="list-style-type: none"> Investigative permits Special events Section 16 Map Reserves- no development 	residential lots <ul style="list-style-type: none"> Section 16 Map Reserves - development Clean Energy Project- Investigative License 	handling and storage. ³ <ul style="list-style-type: none"> Community Institutional Policy: Sponsored Crown Grants 	
Mineral Exploration⁴	Non-mechanized mineral exploration work with no permit.	Non-mechanized mineral exploration work that requires a Mines Act Permit including: <ul style="list-style-type: none"> Underground exploration with nil or negligible surface disturbance Induced Polarization Survey⁵ Date extension of Notice of Work and Leases – Coal, Mineral, Placer ⁶	Mechanized mineral exploration work on pre-existing or in previously disturbed areas, including: <ul style="list-style-type: none"> Drilling, trenching, or test-pitting with or without the use of explosives Helicopter supported drill program Re-opening of existing roads or trails within in previously disturbed areas Existing placer mining operations 	Mechanized mineral exploration work in undisturbed areas, including: <ul style="list-style-type: none"> Drilling, trenching, or test-pitting with or without the use of explosives⁷ New access development where previous access has only been by water or air New underground development for mineral exploration purposes New placer mining operations - Bulk samples 	Inspector determines Mines Development Review Committee Mineral exploration activities which are deemed authorized

³ **Intensive Log Handling and storage:** the use of Crown land for industrial activities and related improvements directly associated with a wood conversion facility (e.g. sawmill, pulpmill, plywood mill) and/or an integrated operational facility such as a centralized dry land or aquatic log sort, and includes, without limitations, log storage and holding areas, jackladders, feeder pockets, hot ponds, wharves and floats, float-camp sites, pilings and areas of fill directly associated with those facilities.

⁴ **Mineral exploration:** includes Notices of Work , annual or multi-year, which contain a reclamation plan (closure plan)

⁵ **Induced Polarization Surveys:** IP Surveys using exposed electrodes, and IP surveys in the permitted area of disturbance of a producing mineral or coal mine that is currently operating, are deemed authorized (Level 4- Specialized Engagement Steps)

⁶ **Term extension:** Extending the term of mineral or coal exploration activities by up to two years is deemed authorized (Level 4- Specialized Engagement Steps)

⁷ **Mineral or Coal Exploration Drill Programs:** Mineral or coal exploration drill programs in the permitted area of disturbance of a producing mineral or coal mine that is currently operating are deemed authorized (Level 4- Specialized Engagement Steps)

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
Aggregate Development			Aggregate development, sand and gravel quarry and industrial quarry less than 100,000 tonnes: <ul style="list-style-type: none"> Requires either a Land Act tenure or Fee Simple Land prior to issuance of Mine Act Permits 	Aggregate development, sand and gravel quarry and industrial quarry between 100,000 to 500,000 tonnes: <ul style="list-style-type: none"> Requires either a Land Act tenure or Fee Simple Land prior to issuance Mine Act Permits 	
Parks and Protected Areas	<p>Land Use Occupancy</p> <ul style="list-style-type: none"> Parks film permits with: <ul style="list-style-type: none"> No ground disturbance; Limited number of vehicles/ crew; Limited number of days Commercial Recreation Commercial Recreation Permits (motorized and non-motorized) using existing facilities with no disturbance Special events permits using existing facilities and with no disturbance Research Letters of permission for research Operations <ul style="list-style-type: none"> Hazard tree removal for emergency 	<p>Land Use Occupancy</p> <ul style="list-style-type: none"> Existing land use occupancy permit (renewal) Film permit – all other (5 business days)⁸ <p>Research</p> <ul style="list-style-type: none"> Park use permit for research activities that does not involve invasive sampling methods and/or improvements <p>Commercial Recreation</p> <ul style="list-style-type: none"> Commercial Recreation Permits (motorized and non-motorized) using existing facilities. Special events Guided outfitting and angling using existing facilities <p>Operations – other</p> <ul style="list-style-type: none"> Small and medium scale ecosystem restoration projects (< 1ha) 	<p>Land Use Occupancy</p> <ul style="list-style-type: none"> New land use occupancy permit (including fixed roof accommodation facilities) <p>Research</p> <ul style="list-style-type: none"> Park use permit for research that involves potentially invasive sampling methods, and/or improvements <p>Commercial Recreation</p> <ul style="list-style-type: none"> Motorised and non-motorised commercial recreation requiring new facilities Guided outfitting and angling requiring new facilities <p>Operations – Facilities</p> <ul style="list-style-type: none"> New facility development, or construction <p>Operations - Other</p>	<p>Designation</p> <ul style="list-style-type: none"> New parks or protected areas 	

⁸ Parks Film Permits (Level 1) – 5 business days for Engagement Process.

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
	<ul style="list-style-type: none"> purposes Assignments of permits 	<ul style="list-style-type: none"> Hazard tree removal for forest health purposes. 	<ul style="list-style-type: none"> Larger scale ecosystem restoration projects (> 1ha) <p>Designation</p> <ul style="list-style-type: none"> Park additions (including private land) and re-designations (e.g. Protected Area to Class A Park). <p>Amendments</p> <ul style="list-style-type: none"> Park boundaries 		
Pesticides	<ul style="list-style-type: none"> All Licenses except for forest pest, noxious weeds and industrial vegetation 	<ul style="list-style-type: none"> Pest management plans for railways – ballast area, switches, maintenance yards, treatment of selected trees & shrubs outside ballast area Vegetation management plans for right-of-ways – sites maintained in near vegetation-free state (roads etc.), or vegetated are as with no public access Mosquito and biting fly management plans for areas with public access 	<ul style="list-style-type: none"> Vegetation management for right-of-ways – selective management of encroaching trees & shrubs or with public access Vegetation management plans for industrial sites on public land – general selective vegetation management, or with public access Vegetation management plans for noxious weeds on sites with public access Pesticide Use permits 	<ul style="list-style-type: none"> Forest pest management plans for – management of vegetation to benefit seedling growth, or managing insect outbreaks (5 year plans) pending further discussion Licensed treatments for forest pests, noxious weeds and industrial vegetation 	
Waste Management	<ul style="list-style-type: none"> New registration – Municipal Wastewater Regulation – small (22.5 m3/day to 50m3/day) New registration – 	<ul style="list-style-type: none"> New effluent permits or approvals – small New refuse approvals (garbage, solid waste) – small 	<ul style="list-style-type: none"> New effluent approvals other waste discharges - large⁹ New refuse approvals - large¹⁰ Operational 	<ul style="list-style-type: none"> New refuse permits - large¹¹ New effluent permits other waste discharges – large Significant 	

⁹ **Large effluent discharge:** any effluent discharge greater than 50m3/day

¹⁰ **Large refuse discharge:** any refuse discharge greater than 500m3/yr or with a total landfill design capacity of greater than 5000m3 (capacity over its complete life) (includes garbage, solid waste, e.g. municipal landfill).

¹¹ **Large refuse permit:** e.g.: garbage, solid waste, e.g.: municipal landfill

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
	<p>Municipal Wastewater Regulation – large (>50m³/day)</p> <ul style="list-style-type: none"> Minor amendments – permits or approvals (minor amendments as defined in the Public Notification Regulation) New Registration - Vehicle Dismantling and Recycling Industry Environmental Planning Regulation New Registration - Asphalt Plant Regulation New Facility Registrations - Hazardous Waste Regulation 	<ul style="list-style-type: none"> Significant amendments – small approvals (as defined in the Public Notification Regulation) New air permits or approvals Solid waste operating certificate (authorized under solid waste management plans) if no outstanding Stó:lō First Nations concerns with solid waste management plan Liquid waste operating certificate (authorized under liquid waste management plans) if no outstanding Stó:lō First Nations concerns with liquid waste management plan 	<p>certificate (authorized under solid waste management plans) if outstanding Stó:lō First Nations concerns with solid waste management plan</p> <ul style="list-style-type: none"> New refuse permits (garbage, solid waste) – small 	<p>amendments – permits or large approvals (as defined in the Public Notification Regulation)</p> <ul style="list-style-type: none"> Liquid waste management plans Solid waste management plans (consultation undertaken by Regional Districts and Municipalities) Area Based Management Plans – Plan Development 	
Water	<ul style="list-style-type: none"> Amendments on existing water Licences, Section 18 (1) <ul style="list-style-type: none"> (a) extend the time set for beginning construction of the works; (b) extend the time set for completion of the works; (c) extend the time set for making beneficial use of the water; (e) correct an error in the 	<ul style="list-style-type: none"> Domestic Licences ≤ 500 gad Amendments on existing water Licences, Section 18 (1) <ul style="list-style-type: none"> (d) authorize additional or other works than those previously authorized; (h) extend the term of the licence; (i) increase or reduce the quantity of water authorized to be 	<ul style="list-style-type: none"> All other Licences <25,000 gad Section 9 applications, expect for emergency situations 	<ul style="list-style-type: none"> Licences with a Water Development plan (>25,000 gad) 	<ul style="list-style-type: none"> Clean Energy Projects Water Management Plans Water Allocation Plans

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
	<ul style="list-style-type: none"> licence; - (f) remove a provision of the licence that is inconsistent with this Act; - (g) authorize the use of water for some purpose other than that specified in the licence; ▪ Transfer of appurtenancy of an authorization (Section 19) ▪ Apportionment of rights under licence (Section 20) ▪ Part 7 Notification Regulations of Section 9 work in and about a stream (Water Regulation Section 44) ▪ Amendment of a Section 9 approval if it's related to: <ul style="list-style-type: none"> - correct an error in the approval; - remove a provision of the approval that is inconsistent with this Act; - extend the time set for completion of the works; - extend the term of the Approval; ▪ Compliance and Enforcement Orders 	<ul style="list-style-type: none"> diverted or stored if it appears to have been erroneously estimated. ▪ Short Term Use of water approvals (Section 8) ▪ Emergency Approvals (case to case bases and after they are issued) ▪ Amendment of an Section 9 approval not listed under level 0; 			
General (only applies for statutory)		<ul style="list-style-type: none"> ▪ Short-term or seasonal activities ▪ No or minor new surface 	<ul style="list-style-type: none"> ▪ New minor to moderate surface disturbance in previously 	<ul style="list-style-type: none"> ▪ Moderate to significant new ground disturbance 	<ul style="list-style-type: none"> ▪ Relates to a complex Application with significant new

Program Themes	Engagement Level 0 (Information Upon Request)	Engagement Level 1 (Limited)	Engagement Level 2 (Standard)	Engagement Level 3 (Extensive)	Engagement Level 4 (Special Projects)
decisions and activity types not specified elsewhere in this table) ¹²		<p>disturbance, or new minor to moderate ground disturbance in previously disturbed areas</p> <ul style="list-style-type: none"> No new permanent access¹³ No or very small permanent infrastructure Non-exclusive tenures¹⁴ Administrative Applications¹⁵ where there are no historic issues and no new impacts. 	<p>disturbed areas</p> <ul style="list-style-type: none"> Minor to moderate new permanent access New minor to moderate sized permanent infrastructure Semi-exclusive tenures (potential to limit some other land uses) Administrative applications where there are potential historic issues and no low-to-moderate new impacts 	<ul style="list-style-type: none"> Moderate to significant new permanent access (expands permanent access network) Moderate to large sized new permanent infrastructure Exclusive tenures (likely to limit other land uses) Administrative applications where there are identified historic issues with moderate-to-significant new impacts Large or extensive new permanent infrastructure 	<p>impacts and includes issues that cannot be adequately resolved through Engagement Levels 1, 2, or 3.</p>

¹² **General:** applies where not specific guidance has been applied elsewhere in Table 1 for activities under legislation identified in Appendix C (List of Applicable Legislation) of the SSEAP.

¹³ **Permanent access:** means access infrastructure (e.g. trails, roads, power lines) for which restoration after use is not contemplated as part of an Application or management plan.

¹⁴ **Exclusive tenure:** means a tenure that provides security to the tenure holders by limiting the uses of the tenured area by persons other than the tenure holder.

¹⁵ **Administrative application:** means an application regarding an existing authorization, such as a renewal, replacement, assignment or transfer of the authorization.

8.0 Engagement Level 4 (Special Projects): Specialized Engagement Steps

8.1 **Forest Act.** Notwithstanding 4.7 but subject to 8.2, the Parties agree that the Specialized Engagement Steps set out in Table 2 below apply to the following forest authorizations under the *Forest Act*:

- Timber Sale License (TSL);
- Cutting Permit (CP); and
- Road Permit (RP).

8.2 **Request for an Alternate Response Time.** The PRRO, a Relevant Stó:lō First Nation, a Provincial Agency or Delegate may, with regard to a particular Referral Package, request an extension or abridgement of the time set out in steps 1 to 6 of Table 2 and the PRRO, a Relevant Stó:lō First Nation, a Provincial Agency or Delegate, as the case may be, may grant the request if it considers it reasonable in all circumstances.

Table 2

STEPS	<i>Forest Act</i> : Timber Sale Licenses, Cutting Permits, and Road Permits
1.0	<p>1.1 Initial Referral. Where the Provincial Agency or Delegate initiates engagement for Applications referred to in 8.1, the Provincial Agency or Delegate will:</p> <ul style="list-style-type: none">a. identify the Engagement Level (4);b. prepare a Referral Package in accordance with 2.3 of Appendix C. Consideration should also be given to additional information requests outlined in the Reference Guide; andc. submit the Referral Package to the PRRO.
2.0	<p>2.1 Referral Package. The PRRO will provide a rapid appraisal response to the Provincial Agency or Delegate within 8 Business Days of receiving a complete Referral Package.</p> <p>2.2 Incomplete Referral Package. If the Referral Package sent to the PRRO is incomplete, with reference to the information listed under 2.3 of Appendix C, and the PRRO notifies the Provincial Agency of the omission(s) within 5 Business Days of receiving the Referral Package, the timelines set out under Article 8 of Appendix C will not commence until the information specified under 2.3 of Appendix C is received by the PRRO.</p> <p>2.3 Rapid Appraisal. Once the PRRO receives a complete Referral Package, the PRRO will enter (publish) the Referral Package in Stó:lō Connect, and will:</p> <ul style="list-style-type: none">a. review the Referral Package; andb. inform the Provincial Agency or Delegate of preliminary and final response

	timelines.
3.0	3.1 Preliminary Response. The PRRO will provide a preliminary response to the Provincial Agency or Delegate within 20 Business Days of receipt of the Referral Package. The PRRO will follow the preliminary response steps set out in 3.1 of Appendix C; and the contents of a preliminary response will meet the requirements of 3.4 (a – f) of Appendix C.
4.0	<p>4.1 Engagement and Final Response. Following the receipt of a preliminary response, or conclusion of the preliminary response timeframe as noted in 3.0 of this Table 2, the Provincial Agency or Delegate will contact the PRRO and/or Relevant Stó:lō First Nations to undertake the following process steps:</p> <ul style="list-style-type: none"> a. discuss the views of the Provincial Agency or Delegate and the Stó:lō First Nations identified in 3.4 (a). of Appendix C regarding the Application to attempt to address any issues raised in the preliminary response, including any requests for additional information, studies or technical work referred to in the preliminary response under Section 3.4 (f) of Appendix C, and if a meeting is requested to facilitate this discussion, a meeting will occur as soon as practicable; b. the Relevant Stó:lō First Nation(s), and/or the PRRO on one or more of their behalf, will provide a final response with regard to the Application, within 60 Business Days of receiving a complete Referral Package; c. if a final response cannot be provided within the above noted 60 Business Days the Relevant Stó:lō First Nation(s) or the PRRO, as the case may be, may request an extension of time, which request the Provincial Agency or Delegate will consider and not unreasonably deny; and d. following receipt of the final response the Provincial Agency or Delegate; or after the above noted 60 Business Days, or an agreed-upon revised timeframe under step 4.1(c), the actions and under step 5.0 will commence immediately.
5.0	<p>5.1 Block and Road Development. The Provincial Agency or Delegate may initiate block and road development.</p> <p>5.2 Notification. The Provincial Agency (BC Timber Sales) will notify the PRRO when block and road development associated with a TSL or RP is complete.</p>
6.0	<p>6.1 Block and Road Monitoring. BC Timber Sales and the PRRO will define block and road monitoring process(es).</p> <p>6.2 CP and RP Referrals. The Province, or Delegate if directed, will submit a CP and/or RP Application referral to the PRRO. The referral application(s) will include the information specified under 2.3 of Appendix C. Consideration should also be given to additional information requests outlined in the Reference Guide.</p> <p>6.3 Validation Response. When the PRRO receives a complete CP and/or RP application referral from the Province or Delegate, they will provide a validation response, summarizing the results of the validation process (procedures used to ensure that the forest development associated with a CP and/or RP have addressed</p>

	<p>PRRO recommendations as presented in steps 3 and 4 of Table 2), to the Province within 5 Business Days.</p> <p>6.4 Incomplete Referral Package. If the Referral Package received by the PRRO is incomplete and the PRRO notifies the Province or Delegate of the omission within 5 Business Days of receipt, the timeline under step 6.3 will not commence until the missing information is received by the PRRO.</p>
7.0	<p>7.1 Decision Maker's Discretion. The Provincial Agency decision maker will determine whether further engagement with the PRRO or Relevant Stó:lō First Nation(s), if any, is required before a decision is made.</p> <p>7.2 Process. If the Provincial Agency decision maker (currently the District Manager regarding CPs and RPs and the Timber Sales Manager regarding TSLs) determines more engagement is required the Provincial Agency decision maker will also provide the process steps for further engagement.</p>
8.0	8.1 Notice to PRRO and Relevant Stó:lō First Nations. The Provincial Agency decision maker will notify the PRRO and Relevant Stó:lō First Nation(s), if any, of the decision regarding the Application.
9.0	9.1 Notice to Stó:lō First Nation(s) Who Choose Not to Submit a Final Response Independently. The PRRO will inform the Stó:lō First Nation(s) who choose not to submit a final response independently of the decision.

8.3 **Mines Act.** Notwithstanding 4.7, the Parties agree that the Specialized Engagement Steps set out in Table 3 below apply to the following exploration activities that are deemed authorized under the *Mines Act* Permit Regulation (here after called “deemed authorizations”):

- a. induced polarization (IP) surveys using exposed electrodes;
- b. mineral or coal exploration drill programs and IP surveys in the permitted area of disturbance of a producing mineral or coal mine that is currently operating; and
- c. extending the term of mineral or coal exploration activities by up to two years.

Table 3

STEPS	<i>Mines Act</i> – Deemed Authorizations
1.0	1.1 Notice. Where the Chief Inspector receives a notice (the “Notice”) required by the <i>Mines Act</i> Permit Regulation (the “Regulation”) with respect to a deemed authorization, the Province will forward the Notice and the Chief Inspector’s contact information to the PRRO no later than 15 Business Days before the end of the notification period under the Regulation.
2.0	<p>2.1 PRRO Responsibilities. Upon receipt of the Notice, the PRRO will:</p> <p>(a) publish the information received into Stó:lō Connect; and</p>

	(b) within 15 Business Days of receipt of the Notice, notify the Chief Inspector of any potential adverse impacts on Stó:lō Rights resulting from the deemed authorizations.
3.0	<p>3.1 Chief Inspector Discretion. Under the Regulation the Chief Inspector may order that a deemed authorization does not apply in respect to a particular permit if the Chief Inspector considers it necessary to protect health, safety, the environment, or a cultural heritage resource.</p> <p>3.2 Deemed Authorization Does Not Apply. If the Chief Inspector orders that the deemed authorization does not apply, the Chief Inspector will contact the PRRO and advise the PRRO of the requirements under the Mines Act if there is an Application for a revision to the permit in respect of the exploration activities referred to in 8.3 (a), (b), or (c).</p> <p>3.3 Revisions to a Permit. If there is an Application for a revision to the permit in respect of the exploration activities referred to in 8.3 (a), (b), or (c) the Parties will try to develop an agreed to engagement process for that Application.</p> <p>3.4 Disagreement. If an engagement process is not agreed upon under step 3.3, Articles 2 to 4 of Appendix C will apply to the Application.</p>
4.0	Notification of Status. Upon request of the PRRO, the Provincial Agency will notify the PRRO regarding the status of a deemed authorization.

8.4 Heritage Conservation Act. Notwithstanding 4.7, the Parties agree that the Specialized Engagement Steps set out in Table 4 apply to the Applications for permits under sections 12 or 14 of the *Heritage Conservation Act*.

8.5 Zone A and Zone B. Notwithstanding 2.2 (b) of the Agreement, the Parties jointly agree to apply the following provisions outlined in Table 4 in Zone A and Zone B.

Table 4

STEPS	<i>Heritage Conservation Act</i> : Section 12 and Section 14 Permits
1.0	<p>1.1 Initial Referral. Where the Provincial Agency or Delegate initiates engagement for Applications referred to in 8.4, the Provincial Agency or Delegate will:</p> <ul style="list-style-type: none"> a. prepare a fully completed <i>Heritage Conservation Act</i> permit Application, hereinafter referred to in this Table as “Referral Package”; and b. submit the Referral Package to the PRRO.
2.0	2.1 Incomplete Referral Package. If the Referral Package sent to the PRRO is incomplete, and the PRRO notifies the Provincial Agency of the omission within 5 days of receiving the Referral Package, the timelines set out in this Table will not commence until the information specified under step 1.1(a) is received by the PRRO.

	<p>2.2 Complete Referral Package. Once the PRRO receives a complete Referral Package, the PRRO will commence a 30 calendar day review period, and will enter (publish) the package into Stó:lō Connect.</p> <p>2.3 Final Response. The PRRO and/or Relevant Stó:lō First Nation(s) will submit a final response to be called the “Stó:lō Heritage Investigation Permit”, within 30 calendar days of receipt of the complete Referral Package.</p>
3.0	<p>3.1 Request for an Alternate Response Time – Provincial Agency or Delegate. If the Provincial Agency or Delegate notifies the PRRO and/or Relevant Stó:lō First Nation(s) with a request for a shortened review period, usually 15 calendar days, the PRRO and/or Relevant Stó:lō First Nation(s) will provide one of the following responses:</p> <ul style="list-style-type: none"> a. approval to the request, in which case the timelines for providing a final response will be adjusted accordingly; or b. rejection of the request, in which case the standard 30 calendar day timeline will remain in effect.
4.0	<p>4.1 Request for an Alternate Response Time – PRRO. If a final response cannot be provided within the 30 calendar days, the PRRO and/or Relevant Stó:lō First Nation(s) may request an extension of time, which request the Provincial Agency will consider and not unreasonably deny.</p>
5.0	<p>5.1 Decision Maker’s Discretion. If a final response has not been received within the above noted 30 calendar days, or within an agreed-upon revised timeframe under 4.1 above, the Provincial Agency decision maker may proceed to make the decision.</p>
6.0	<p>6.1 Notice to PRRO and Stó:lō First Nation(s). The Provincial Agency decision maker will notify the PRRO of the decision regarding the Application and the PRRO will notify the Stó:lō First Nations of that decision.</p>
7.0	<p>7.1 Exceptions. Exceptions to the processes established in 1.0-6.0 of this Table 4 include:</p> <p>7.1.1 Direct Issuance of a <i>Heritage Conservation Act</i> Permit. When the Provincial Agency or Delegate receives an application with letters of support from all potentially affected Stó:lō First Nations, then the Provincial Agency or Delegate will automatically move to providing a decision without any need of further engagement.</p> <p>7.1.2 Specific Amendment Requests for Previously Issued <i>Heritage Conservation Act</i> permits. Amendment requests received by the Provincial Agency or Delegate to (a) extend a previously issued <i>Heritage Conservation Act</i> permit expiry date, or (b) transfer a previously issued <i>Heritage Conservation Act</i> permit to someone within the same company who employed the previous permit holder, will be forwarded to the PRRO as a method of notification and information sharing but there will be no further engagement. All other amendment requests for previously issued</p>

	<i>Heritage Conservation Act</i> permits will be forwarded to the PRRO for review and response following the processes laid out in steps 1-6.
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Appendix D Engagement Framework for Major Projects

- 1.1 **General.** This section applies when the Parties engage on Major Projects.
- 1.2 **Request to Discuss a Major Project.** A Provincial Agency or a Stó:lō First Nation may submit a request to the Working Group of this Agreement to discuss a Major Project with the Executive Level of the Government to Government Forum. This request will include:
 - a. a description of the Major Project and relevant background information;
 - b. a description of how the Major Project may adversely affect Stó:lō Rights;
 - c. any possible options and/or timelines that the requesting Party may be considering;
and
 - d. relevant contact information.
- 1.3 **Meeting Determination.** Within 20 Business Days of receiving the request under 1.2, the Working Group of this Agreement will:
 - a. determine if a special Executive Level meeting is required to discuss the proposed Major Project; or
 - b. place discussion of the proposed Major Project on the agenda for the next scheduled Executive Level meeting.
- 1.4 **Workplan.** The Executive Level may direct the Working Group of this Agreement to develop a workplan that identifies the most efficient approach to proceed with the Major Project proposal.

Appendix E Strategic Topics

- 1.1 **Scope.** As set out in 2.2 c of the Agreement, the provisions related to the Government-to-Government Forum apply to that portion of S'ólh Téméxw within Zone A and Zone B.
- 1.2 **SEA Working Group.** The SEA Working Group may discuss strategic, operational, and administrative matters related to the Agreement Area that are of interest to any of the Parties.
- 1.3 **Identified Topics.** The Parties agree that the following Strategic Topics will be discussed by the SEA Working Group as part of the implementation this Agreement:
 - a. possible future additions to the list of Provincial statutes in Appendix B, including:
 - i. the *Wildlife Act*;
 - ii. the *Fisheries Act*;
 - iii. the *Dike Maintenance Act*; and
 - iv. the *Oil and Gas Activities Act*;
 - b. development of a strategy to improve the recognition, conservation, protection and management of heritage sites in the Agreement Area of importance to the Stó:lō First Nations which in particular would include components related to:
 - i. sharing public and confidential information;
 - ii. the role of local governments regarding sites on private property;
 - iii. possible designation of sites on public forest land; and
 - iv. mechanism for ongoing engagement between the Parties;
 - c. possible addition of Non-Participatory First Nations as Parties to this Agreement where they have asserted traditional territory that overlaps or is contained in S'ólh Téméxw; and
 - d. Other topics may include, but are not limited to:
 - i. information sharing protocols, agreements, and procedures;
 - ii. facilitating First Nations involvement in the regional economy;
 - iii. revenue-sharing policy and guidelines;
 - iv. development of energy infrastructure;
 - v. strategies related to cumulative effects;
 - vi. access management guidelines;
 - vii. activities that may impact air and water quality; and
 - viii. spatial mapping and planning to support more effective decision-making.

Appendix F Zone B

- 1.1 **Workplan.** The SEA Working Group will develop a workplan within 90 days of the execution of this Agreement to identify First Nations interests in Zone B and developing related consultation provisions.
- 1.2 **Principles.** In particular, the Parties agree that the development of the workplan will be guided by the following principles:
- a. the Parties have a mutual interest in developing a better understanding of the relationship between the interests of the Stó:lō First Nations and the interests of Non-Participatory First Nations that reside and assert interests in Zone B;
 - b. the linkage between consultation provisions related to the interests of the Stó:lō First Nations and the interests of Non-Participatory First Nations need to be clarified;
 - c. the Parties agree to share and discuss respective views on the occupation and use of First Nations in Zone B; and
 - d. the Parties agree that the primary interests of the Stó:lō First Nations in Zone B for which consultation procedures need to be clarified include:
 - protection of Stó:lō heritage and cultural sites;
 - determination of the Annual Allowable Cut in the Agreement Area;
 - review and approval of Major Projects related to the energy sector; and
 - development of water management and allocation plans

Appendix G Performance Measures

PM#	Measure	Target
PM1	% of referrals where Final Engagement Level is adjusted from Preliminary Engagement Level	Final Engagement Level adjusted from Preliminary Engagement Level for $\leq 20\%$ of Referrals.
PM2	% of referrals where final response timelines are met.	The PRRO will forward a final response to the Provincial Agency within the prescribed timelines in the EF for 80% of Referrals.
PM3	% of referrals with response timelines modified by PRRO.	The PRRO may identify revisions to the timeframe for up to 10% of Referrals.
PM4	% of referrals with response timelines modified by Provincial Agencies.	A Provincial Agency may identify revisions to the timeframe for up to 10% of Referrals.
PM5	Number of referral letters required for any given authorization/project before the pilot compared to number of referral letters required after the pilot.	For authorizations/projects within the pilot boundary, one referral letter for all signatory FN.
PM6	Qualitative survey with questions related to the quality of engagement process (using a 1-5 scale).	The signatory First Nations and Provincial Agencies will experience an increase in satisfaction with the quality of the engagement process.
PM7	Qualitative survey with questions related to the quality of referral responses (using a 1-5 scale).	The preliminary and final response will provide the First Nations and Provincial Agencies with information for consultation.

For the purposes of this Agreement, and in accordance with 18.6 (b) of this Agreement, the G2G Forum Co-Chairs may amend and develop additional performance measures to better evaluate the Agreement such as, Provincial Agency decision notification letters.

Appendix H Stó:lō Nation Society Representation
(attached)



Stó:lô Nation

Bldg. # 7 - 7201, Vedder Road, Chilliwack, B.C., Canada, V2R 4G5
Tel. (604) 858-3366 Fax. (604) 824-5129

March 12, 2014

Appendix H Stó:lô Nation Society Representation

Whereas the Province and certain Stó:lô First Nations (the "Stó:lô First Nations") have negotiated and seek to enter into a Strategic Engagement Agreement (the "Agreement"), a final draft of which has been provided to, reviewed by and authorized under the authority of the Executive Director of the Stó:lô Nation Society,

And Whereas under the Agreement the Stó:lô Nation Society and its administrative arm, the People of the River Referral Office (the "PRRO"), are obligated to undertake and perform actions on their own behalf and on behalf of the Stó:lô First Nations,

The Stó:lô Nation Society hereby warrants and represents to the Province and the Stó:lô First Nations pursuant to Articles 11 to 16 of this Agreement, with the intent and understanding that they will be relied on by both in entering into the Agreement that:

- (a) the PRRO is an administrative office of the Stó:lô Nation Society established to assist and engage on behalf of the Stó:lô First Nations in regard to consultations with the Province about proposed government activities which may affect aboriginal rights;
- (b) the Stó:lô Nation Society is aware that under the Agreement the Stó:lô First Nations authorize the Stó:lô Nation Society to receive the funds provided by the Province under the Agreement on their behalf and direct the Stó:lô Nation Society to distribute those funds to the People of the River Referral Office for use in accordance with the Agreement;
- (c) the Stó:lô Nation Society is aware that under the Agreement the PRRO is obligated to undertake and perform actions on behalf of the Stó:lô First Nations and to make representations to the Province regarding consultation with the PRRO or individual Stó:lô First Nations on which the Province will rely;
- (c) the Stó:lô Nation Society and the PRRO will receive the funds provided by the Province, distribute those funds in accordance with the Agreement and will do all such further and other acts and things and execute and deliver all such further and other documents as may be necessary to perform the obligations imposed under the Agreement and to carry out the intent of the Agreement;
- (d) the PRRO will remain in operation and be supported by the Stó:lô Nation Society as may be required to enable it to act in accordance with, and perform the obligations imposed under, the Agreement and to carry out the intent of the Agreement; and
- (e) the Stó:lô Nation Society will remain in good standing and status as a duly incorporated society under the Society Act during the term of the Agreement.

Willy Hall
Executive Director

Appendix I Band Council Resolutions
(attached)



AITCHELITZ FIRST NATION

PO Box 2130
Sardis, BC V2R 1A5

BAND COUNCIL RESOLUTION

The Council of the: AITCHELITZ FIRST NATION		
Date of duly convened meeting:	Province:	Resolution Number:
March <u>12</u> , 2014	B.C.	2014-02

Re: Strategic Engagement Agreement Between the Stó:lō First Nations and British Columbia

WHEREAS:

- A. The following Stó:lō First Nations including **Aitchelitz First Nation** (the “First Nation”), entered into the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement Pilot* (the “Pilot Agreement”), dated for reference May 15, 2012 and as amended on October 19, 2012:
- a. Aitchelitz First Nation;
 - b. Cheam First Nation;
 - c. Chawathil First Nation;
 - d. Leq’á:mel First Nation;
 - e. Scowlitz First Nation;
 - f. Shxw’ow’hamel First Nation;
 - g. Shxwhá:y Village;
 - h. Skowkale First Nation;
 - i. Soowahlie First Nation;
 - j. Skawahlook First Nation;
 - k. Squiala First Nation;
 - l. Sumas First Nation;
 - m. Tzeachten First Nation; and
 - n. Yakweakwioose First Nation.
- (together, the “Stó:lō First Nations”)

- B. Seven of the Stó:lō First Nations are members of the Ts'elxwéyeqw Tribe which makes decision on behalf of the following First Nations through the Ts'elxwéyeqw Tribe Limited Partnership:
- a. Aitchelitz First Nation;
 - b. Shxwhá:y Village;
 - c. Skowkale First Nation;
 - d. Soowahlie First Nation;
 - e. Squiala First Nation;
 - f. Tzeachten First Nation; and
 - g. Yakweakwioose First Nation.
- (together, the "Ts'elxwéyeqw Tribe")
- C. The Pilot Agreement commits the Stó:lō First Nations to, among other things, establish an effective government-to-government working relationship with the Province of British Columbia and to negotiate a Strategic Engagement Agreement;
- D. As part of the Pilot Agreement the Stó:lō First Nations formed the Stó:lō Strategic Engagement Agreement Pilot Project Leadership Board (the "SSEAp Board") to represent the Stó:lō First Nations in respect to fulfilling the requirements of the Pilot Agreement;
- E. The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna;
- F. The Strategic Engagement Agreement has a three year term that provides for the following;
- a. developing and maintaining a government-to-government forum between the Province and the Stó:lō First Nations;
 - b. the government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
 - c. promotion of a dialogue between the Province and the Stó:lō First Nations on seeking consensus related to land and resource decisions;
 - d. an engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S'ólh Téméxw;
 - e. replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;

- f. \$700,000 per year in funding to the Stó:lō First Nations through the Stó:lō Nation Society for the operations of the People of the Rivers Referrals Office of the Stó:lō First Nations; and
 - g. an option to negotiate an extension of the agreement.
- G. The SSEAp Board will be replaced by the SSEA Leadership Board (the “SSEA Board”) under a new terms of reference that will provide each Stó:lō First Nation with membership on the SSEA Board (per the Terms of Reference dated January 17, 2014);
- H. The SSEA Board will provide direction to the People of the River Referrals Office;
- I. The People of the River Referrals Office is an administrative office with the Stó:lō Nation Society that receives referrals, assesses engagement levels, and, where authorized by the Stó:lō First Nations, identifies Aboriginal rights that may be adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by the SSEA Board pursuant to the terms of reference;
- J. The Chief Negotiator has provided to the **Aitchelitz First Nation** and the Ts'elxwéyeqw Tribe a proposed final Strategic Engagement Agreement, dated for reference February 21, 2014, for review and approval, and has recommended that the **Aitchelitz First Nation** enter into the Strategic Engagement Agreement;
- K. The Stó:lō First Nations, the **Aitchelitz First Nation**, the Ts'elxwéyeqw Tribe and the Stó:lō Nation Society have received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated March 3, 2014; and
- L. Having reviewed the Strategic Engagement Agreement, Chief and Council of the **Aitchelitz First Nation** are now prepared to authorize the execution of the Strategic Engagement Agreement by the Ts'elxwéyeqw Tribe on behalf of the **Aitchelitz First Nation**.

THEREFORE BE IT RESOLVED THAT:

1. The **Aitchelitz First Nation** Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
2. The **Aitchelitz First Nation** Band Council authorizes the Ts'elxwéyeqw Tribe Limited Partnership to sign and enter into the Strategic Engagement Agreement on behalf of the **Aitchelitz First Nation**.

3. The **Aitchelitz First Nation** authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of the **Aitchelitz First Nation** to be financially managed by the SSEA Board, including for the operation of the People of the Rivers Referrals Office.
4. The **Aitchelitz First Nation** authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the **Aitchelitz First Nation** for the purposes of the Strategic Engagement Agreement, subject to any agreement between the PRRO and the [insert band name] or the Ts'elxwéyeqw Tribe.
5. The **Aitchelitz First Nation** authorizes by the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of the **Aitchelitz First Nation**, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement.

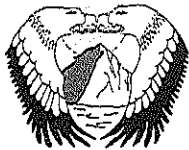
This Band Council Resolution was passed at a duly convened meeting of the **Aitchelitz First Nation** on March 12, 2014.

A Quorum for the AFN Chief and Council consists of: <u>2</u>
--


.....
(Chief - Signature)


.....
(Councilor - Signature)

.....
(Councilor- Signature)



Chawathil First Nation

BAND COUNCIL RESOLUTION
RESOLUTION DE CONSEIL DE BANDE

Chronological no. – N° consecutive
File reference no. – N° de reference du dossier

NOTE: The words "from our band funds" "capital" or "revenue" whichever is the case, must appear in all resolutions requesting expenditures from band funds.
NOTA: Les mots "des fonds de notre bande" "capital" ou "revenue" selon les cas doivent paraître dans tous les résolutions portant sur des dépenses à même les fonds des bandes.

The council of the Le conseil de		CHAWATHIL FIRST NATION	Cash free balance	
			Capital account Compte capital	\$ _____
Date of duly convened meeting Date de l'assemblée dument convoquée	19 03 2014 DD / MM / YYYY	Province B.C.	Revenue account Compte revenu	\$ _____

DO HEREBY RESOLVE:
DÉCIDE PAR LES PRESENTES:

- WHEREAS: The following Sto:lo First Nations, including Chawathil First Nation, entered into the Framework Agreement between the Sto:lo First Nations and British Columbia for the Strategic Engagement Agreement Pilot (the "Pilot Agreement"), dated for reference May 15, 2012 and as amended on October 19, 2012;
- a. Aitchelitz Band
 - b. Cheam First Nation
 - c. Chawathil First Nation
 - d. Leq'a:mel First Nation
 - e. Scowlitz First Nation
 - f. Shxw'ow'hamel First Nation
 - g. Shxwha:y Village
 - h. Skowkale First Nation
 - i. Soowahlie First Nation
 - j. Skawahlook First Nation
 - k. Squiala First Nation
 - l. Sumas First Nation
 - m. Tzeachten First Nation; and
 - n. Yakweakwioose First Nation
 - o. (together, the "Sto:lo First Nations")
- B. The Pilot Agreement commits the Sto:lo First Nations to, among other things, establish an effective government-to-Government working relationship with the Province of British Columbia and to negotiate a Strategic Engagement Agreement;
- As part of the Pilot Agreement the Sto:lo First Nations formed the Sto:lo Strategic Engagement Agreement Pilot Project Leadership Board (the "SSEAp Board") to represent the Sto:lo First Nations in respect to fulfilling the Requirements of the Pilot Agreement
- C. The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna:



Chawathil First Nation

BAND COUNCIL RESOLUTION
RESOLUTION DE CONSEIL DE BANDE

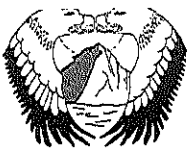
Chronological no. – N° consecutive
File reference no. – N° de reference du dossier

NOTE: The words "from our band funds" "capital" or "revenue" whichever is the case, must appear in all resolutions requesting expenditures from band funds.
NOTA: Les mots "des fonds de notre bande" "capital" ou "revenue" selon les cas doivent paraître dans tous les résolutions portant sur des dépenses à même les fonds des bandes.

			Cash free balance
The council of the Le conseil de			Capital account Compte capital
			\$ _____
Date of duly convened meeting Date de l'assemblée dument convoquée	19/03/2014 DD / MM / YYYY	Province B.C.	Revenue account Compte revenu
			\$ _____

DO HEREBY RESOLVE:
DÉCIDE PAR LES PRESENTES:

- D. The Strategic Engagement Agreement has a three year term that provides for the following:
- a. Developing and maintaining a government-to government forum between the Province and the Sto:lo First Nations;
 - b. The government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
 - c. Promotion of a dialogue between the Province and the Sto:lo First Nations on seeking consensus related to land and resource decisions;
 - d. An engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S'olh Temexw;
 - e. Replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;
 - f. \$700,000.00 per year in funding to the Sto:lo First Nations through the Sto:lo Nation Society for the operations of the People of the River Referrals Office of the Sto:lo FIRST Nations; and
 - g. An option to negotiate an extension of the agreement
- E. The SSEAp Board will be replaced by the SSEA leadership Board (the "SSEA Board") under a new terms of reference that Will provide each Sto:lo First Nation with membership on the SSEA Board;
- F. The SSEA Board will provide direction to the People of the River Referrals office;
- G. The People of the River Referrals Office is an administrative office with the Sto:lo Nation Society that receives referrals Assesses engagement levels, and, where authorized by the Sto:lo First Nations, identifies Aboriginal rights that may be Adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by The SSEA Board pursuant to the terms of reference.
- H. The Chief Negotiator has provided to the Chawathil First Nation a proposed final Strategic Engagement Agreement, dated For reference February 21, 2014, for review and approval, and has recommended that the Chawathil First Nation enter Into the Strategic Engagement Agreement;



BAND COUNCIL RESOLUTION
RESOLUTION DE CONSEIL DE BANDE

Chronological no. – N° consecutive

File reference no. – N° de reference du dossier

NOTE: The words "from our band funds" "capital" or "revenue" whichever is the case, must appear in all resolutions requesting expenditures from band funds.
NOTA: Les mots "des fonds de notre bande" "capital" ou "revenue" selon les cas doivent paraître dans tous les résolutions portant sur des dépenses à même les fonds des bandes.

			Cash free balance
The council of the Le conseil de			Capital account Compte capital
			\$ _____
Date of duly convened meeting Date de l'assemblée dument convoquée	19/03/2014 DD / MM / YYYY	Province B.C.	Revenue account Compte revenu
			\$ _____

DO HEREBY RESOLVE:
DÉCIDE PAR LES PRESENTES:

- i. The Sto:lo First Nations, the Chawathil First Nation and the Sto:lo Nation Society have Received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated March 3, 2014; and
- j. Having reviewed the Strategic Engagement Agreement, Chief and Council of the Chawathil First Nation are now prepared to authorize the execution of the Strategic Engagement Agreement.

THEREFORE BE IT RESOLVED THAT:

- The Chawathil First Nation Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
- The Chawathil First Nation Band Council authorizes the Chief to sign and enter into the Strategic Engagement Agreement on behalf of the Chawathil First Nation
- The Chawathil First Nation Band authorizes the Sto:lo Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of the Chawathil First Nation to be financially managed by the SSEA Board, including for the operation of the People of the Rivers Referrals Office
- The Chawathil First Nation authorizes the People of the River Referrals Office, as associated with the Sto:lo Nation Society, to act on behalf of the Chawathil First Nation for the purposes of the Strategic Engagement Agreement
- The Chawathil First Nation authorizes the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of the Chawathil First Nation, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement

This Band Council Resolution was passed at a duly convened meeting of the Chawathil First Nation on _____ 2014.

Quorum: 4

[Signature]
(Councillor - Conseiller)

[Signature]
(Councillor - Conseiller)

(Councillor - Conseiller)

(Chief - Chef)
[Signature]
(Councillor - Conseiller)

[Signature]
(Councillor - Conseiller)

(Councillor - Conseiller)

(Councillor - Conseiller)

(Councillor - Conseiller)

(Councillor - Conseiller)

FOR DEPARTMENTAL USE ONLY – RÉSERVÉ AU MINISTRE					
Expenditure - Depenses	Authority (Indian Act section) – Autorite (Article sur la loi des Indiens)	Source of Funds Sources des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue - Revenue	Expenditure - Depenses	Authority (Indian Act section) – Autorite (Article sur la loi des Indiens)	Source of Funds Sources des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue - Revenue
Recommending officer – Recommandé par			Recommending officer – Recommandé par		
Signature		Date	Signature		Date
Approving Officer – Approuvé par			Approving Officer – Approuvé par		
Signature		Date	Signature		Date



THE COUNCIL OF THE CHEAM FIRST NATION

BCR No. 1412

Re: Strategic Engagement Agreement Between the Stó:lō First Nations and British Columbia

DO HEREBY RESOLVE

WHEREAS:

- A. The following Stó:lō First Nations, including the Cheam First Nation, entered into the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement Pilot* (the "Pilot Agreement"), dated for reference May 15, 2012 and as amended on October 19, 2012:
- a. Aitchelitz Band;
 - b. Cheam First Nation;
 - c. Chawathil First Nation;
 - d. Leq'á:mel First Nation;
 - e. Scowlitz First Nation;
 - f. Shxw'ow'hamel First Nation;
 - g. Shxwhá:y Village;
 - h. Skowkale First Nation;
 - i. Soowahlie First Nation;
 - j. Skawahlook First Nation;
 - k. Squiala First Nation;
 - l. Sumas First Nation;
 - m. Tzeachten First Nation; and
 - n. Yakweakwioose First Nation.
- (together, the "Stó:lō First Nations")
- B. The Pilot Agreement commits the Stó:lō First Nations to, among other things, establish an effective government-to-government working relationship with the Province of British Columbia and to negotiate a Strategic Engagement Agreement;

As part of the Pilot Agreement the Stó:lō First Nations formed the Stó:lō Strategic Engagement Agreement Pilot Project Leadership Board (the "SSEAp Board") to represent the Stó:lō First Nations in respect to fulfilling the requirements of the Pilot Agreement;

- C. The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna;
- D. The Strategic Engagement Agreement has a three year term that provides for the following:
 - a. developing and maintaining a government-to-government forum between the Province and the Stó:lō First Nations;
 - b. the government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
 - c. promotion of a dialogue between the Province and the Stó:lō First Nations on seeking consensus related to land and resource decisions;
 - d. an engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S'ólh Téméxw;
 - e. replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;
 - f. \$700,000 per year in funding to the Stó:lō First Nations through the Stó:lō Nation Society for the operations of the People of the Rivers Referrals Office of the Stó:lō First Nations; and
 - g. an option to negotiate an extension of the agreement.
- E. The SSEAp Board will be replaced by the SSEA Leadership Board (the "SSEA Board") under a new terms of reference that will provide each Stó:lō First Nation with membership on the SSEA Board;
- F. The SSEA Board will provide direction to the People of the River Referrals Office;
- G. The People of the River Referrals Office is an administrative office with the Stó:lō Nation Society that receives referrals, assesses engagement levels, and, where

authorized by the Stó:lō First Nations, identifies Aboriginal rights that may be adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by the SSEA Board pursuant to the terms of reference;

- H. The Chief Negotiator has provided to the Cheam First Nation a proposed final Strategic Engagement Agreement, dated for reference February 21, 2014, for review and approval, and has recommended that the Cheam First Nation enter into the Strategic Engagement Agreement;
- I. The Stó:lō First Nations, the Cheam First Nation and the Stó:lō Nation Society have received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated March 3, 2014; and
- J. Having reviewed the Strategic Engagement Agreement, Chief and Council of the Cheam First Nation are now prepared to authorize the execution of the Strategic Engagement Agreement.

THEREFORE:

- 1. The Cheam First Nation Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
- 2. The Cheam First Nation Band Council authorizes the Chief to sign and enter into the Strategic Engagement Agreement on behalf of the Cheam First Nation.
- 3. The Cheam First Nation authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of the Cheam First Nation to be financially managed by the SSEA Board, including for the operation of the People of the Rivers Referrals Office.
- 4. The Cheam First Nation authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the Cheam First Nation for the purposes of the Strategic Engagement Agreement.
- 5. The Cheam First Nation authorizes the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of the Cheam First Nation, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement.

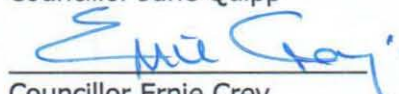
SIGNED THIS DAY, AT A DULY CONVENED MEETING: March 21, 2014 at Cheam First Nation, 52130 Old Yale Road, Rosedale, BC V0X 1X1

Quorum for this Council is four (4)

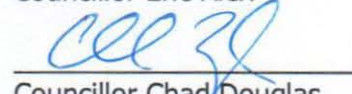

Chief Sidney Douglas


Councillor Darwin Douglas

Councillor June Quipp


Councillor Ernie Grey

Councillor Eric Alex


Councillor Chad Douglas

Leq'á:mel First Nation
Band Council Resolution

**Re: Strategic Engagement Agreement
Between the Stó:lō First Nations and British Columbia**

WHEREAS:

- A. The following Stó:lō First Nations, including ***Leq'á:mel First Nation***, entered into the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement Pilot* (the "Pilot Agreement"), dated for reference May 15, 2012 and as amended on October 19, 2012:
- a. Aitchelitz Band;
 - b. Cheam First Nation;
 - c. Chawathil First Nation;
 - d. Leq'á:mel First Nation;
 - e. Scowlitz First Nation;
 - f. Shxw'ow'hamel First Nation;
 - g. Shxwhá:y Village;
 - h. Skowkale First Nation;
 - i. Soowahlie First Nation;
 - j. Skawahlook First Nation;
 - k. Squiala First Nation;
 - l. Sumas First Nation;
 - m. Tzeachten First Nation; and
 - n. Yakwekwioose First Nation.
- (together, the "Stó:lō First Nations")
- B. The Pilot Agreement commits the Stó:lō First Nations to, among other things, establish an effective government-to-government working relationship with the Province of British Columbia and to negotiate a Strategic Engagement Agreement;
- As part of the Pilot Agreement the Stó:lō First Nations formed the Stó:lō Strategic Engagement Agreement Pilot Project Leadership Board (the "SSEAp Board") to represent the Stó:lō First Nations in respect to fulfilling the requirements of the Pilot Agreement;
- C. The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna;

- D. The Strategic Engagement Agreement has a three year term that provides for the following:
- a. developing and maintaining a government-to-government forum between the Province and the Stó:lō First Nations;
 - b. the government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
 - c. promotion of a dialogue between the Province and the Stó:lō First Nations on seeking consensus related to land and resource decisions;
 - d. an engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S'ólh Téméxw;
 - e. replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;
 - f. \$700,000 per year in funding to the Stó:lō First Nations through the Stó:lō Nation Society for the operations of the People of the Rivers Referrals Office of the Stó:lō First Nations; and
 - g. an option to negotiate an extension of the agreement.
- E. The SSEAp Board will be replaced by the SSEA Leadership Board (the "SSEA Board") under a new terms of reference that will provide each Stó:lō First Nation with membership on the SSEA Board;
- F. The SSEA Board will provide direction to the People of the River Referrals Office;
- G. The People of the River Referrals Office is an administrative office with the Stó:lō Nation Society that receives referrals, assesses engagement levels, and, where authorized by the Stó:lō First Nations, identifies Aboriginal rights that may be adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by the SSEA Board pursuant to the terms of reference;

- H. The Chief Negotiator has provided to the **Leq'á:melFirst Nation** a proposed final Strategic Engagement Agreement, dated for reference February 21, 2014, for review and approval, and has recommended that the **Leq'á:mel First Nation** enter into the Strategic Engagement Agreement;
- I. The Stó:lō First Nations, the **Leq'á:mel First Nation** and the Stó:lō Nation Society have received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated March 3, 2014; and
- J. Having reviewed the Strategic Engagement Agreement, Chief and Council of the **Leq'á:melFirst Nation** are now prepared to authorize the execution of the Strategic Engagement Agreement.


THEREFORE BE IT RESOLVED THAT:

- 1. The **Leq'á:melFirst Nation** Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
- 2. The **Leq'á:melFirst Nation** Band Council authorizes the Chief to sign and enter into the Strategic Engagement Agreement on behalf of the **Leq'á:melFirst Nation**.
- 3. The **Leq'á:melFirst Nation** authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of the **Leq'á:melFirst Nation** to be financially managed by the SSEA Board, including for the operation of the People of the Rivers Referrals Office.
- 4. The **Leq'á:melFirst Nation** authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the **Leq'á:melFirst Nation** for the purposes of the Strategic Engagement Agreement.
- 5. The **Leq'á:melFirst Nation** authorizes the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of the **Leq'á:melFirst Nation**, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement.

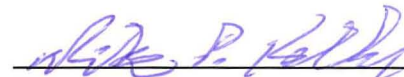
This Band Council Resolution was passed at a duly convened meeting of the
Leq'á:me! First Nation on March 24, 2014.

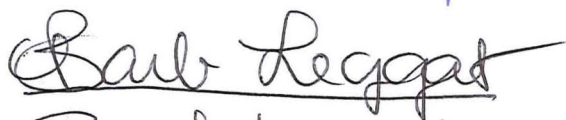
Quorum of Council is 4/7

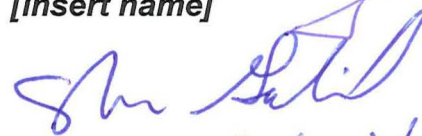

[insert name] **DARREL MCKAME**


[insert name] **Justin Laslo**


[insert name] **Daniel Kelly**


[insert name]


Barb Leggat


Shawn Brebriel

Scowlitz Indian Band
Band Council Resolution

**Re: Strategic Engagement Agreement
Between the Stó:lō First Nations and British Columbia**

WHEREAS:

A. The following Stó:lō First Nations, including ***[insert band name]***, entered into the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement Pilot* (the “Pilot Agreement”), dated for reference May 15, 2012 and as amended on October 19, 2012:

- a. Aitchelitz Band;
 - b. Cheam First Nation;
 - c. Chawathil First Nation;
 - d. Leq’á:mel First Nation;
 - e. Scowlitz First Nation;
 - f. Shxw’ow’hamel First Nation;
 - g. Shxwhá:y Village;
 - h. Skowkale First Nation;
 - i. Soowahlie First Nation;
 - j. Skawahlook First Nation;
 - k. Squiala First Nation;
 - l. Sumas First Nation;
 - m. Tzeachten First Nation; and
 - n. Yakweakwioose First Nation.
- (together, the “Stó:lō First Nations”)

B. The Pilot Agreement commits the Stó:lō First Nations to, among other things, establish an effective government-to-government working relationship with the Province of British Columbia and to negotiate a Strategic Engagement Agreement;

As part of the Pilot Agreement the Stó:lō First Nations formed the Stó:lō Strategic Engagement Agreement Pilot Project Leadership Board (the “SSEAp Board”) to represent the Stó:lō First Nations in respect to fulfilling the requirements of the Pilot Agreement;

C. The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna;

- D. The Strategic Engagement Agreement has a three year term that provides for the following:
- a. developing and maintaining a government-to-government forum between the Province and the Stó:lō First Nations;
 - b. the government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
 - c. promotion of a dialogue between the Province and the Stó:lō First Nations on seeking consensus related to land and resource decisions;
 - d. an engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S'ólh Téméxw;
 - e. replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;
 - f. \$700,000 per year in funding to the Stó:lō First Nations through the Stó:lō Nation Society for the operations of the People of the Rivers Referrals Office of the Stó:lō First Nations; and
 - g. an option to negotiate an extension of the agreement.
- E. The SSEAp Board will be replaced by the SSEA Leadership Board (the "SSEA Board") under a new terms of reference that will provide each Stó:lō First Nation with membership on the SSEA Board;
- F. The SSEA Board will provide direction to the People of the River Referrals Office;
- G. The People of the River Referrals Office is an administrative office with the Stó:lō Nation Society that receives referrals, assesses engagement levels, and, where authorized by the Stó:lō First Nations, identifies Aboriginal rights that may be adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by the SSEA Board pursuant to the terms of reference;

- H. The Chief Negotiator has provided to the Scowlitz Indian Band a proposed final Strategic Engagement Agreement, dated for reference February 21, 2014, for review and approval, and has recommended that the Scowlitz Indian Band enter into the Strategic Engagement Agreement;
- I. The Stó:lō First Nations, the Scowlitz Indian Band and the Stó:lō Nation Society have received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated March 3, 2014; and
- J. Having reviewed the Strategic Engagement Agreement, Chief and Council of the Scowlitz Indian Band are now prepared to authorize the execution of the Strategic Engagement Agreement.

THEREFORE BE IT RESOLVED THAT:

- 1. The Scowlitz Indian Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
- 2. The Scowlitz Band Council authorizes the Chief to sign and enter into the Strategic Engagement Agreement on behalf of the Scowlitz Indian Band.
- 3. The Scowlitz Indian Band authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of the Scowlitz Indian Band to be financially managed by the SSEA Board, including for the operation of the People of the Rivers Referrals Office.
- 4. The Scowlitz Indian Band authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the Scowlitz Indian Band for the purposes of the Strategic Engagement Agreement.
- 5. The Scowlitz Indian Band authorizes the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of the Scowlitz Indian Band in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement.

This Band Council Resolution was passed at a duly convened meeting of the Scowlitz Indian Band on March 3, 2014.

Quorum of Council is 2

Melvin Hall
Melvin Hall

Margaret Chapman

Andy Phillips
Andy Phillips

Chronological No.: 2014-570-0306-067
File Reference:

BAND COUNCIL RESOLUTION

NOTE: The words "From our Band Funds", "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band funds.

The council of the Shxwha:y Village	Current Capital Balance	\$ _____
District: South	Committed	\$ _____
Province: British Columbia	Current Revenue Balance	\$ _____
Place: Chilliwack, B.C.	Committed	\$ _____
Date of Duly Convened Council Meeting: ____ 06 ____ 03 ____ AD 2014 Day Month Year		

Shxwha:y Village
Band Council Resolution
Re: Strategic Engagement Agreement
Between the Stó:lō First Nations and British Columbia

WHEREAS:

- A. The following Stó:lō First Nations including **Shxwha:y Village** (the "First Nation"), entered into the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement Pilot* (the "Pilot Agreement"), dated for reference May 15, 2012 and as amended on October 19, 2012:
- a. Aitchelitz Band;
 - b. Cheam First Nation;
 - c. Chawathil First Nation;
 - d. Leq'á:mel First Nation;
 - e. Scowlitz First Nation;
 - f. Shxw'ow'hamel First Nation;
 - g. Shxwhá:y Village;
 - h. Skowkale First Nation;
 - i. Soowahlie First Nation;
 - j. Skawahlook First Nation;
 - k. Squiala First Nation;
 - l. Sumas First Nation;
 - m. Tzeachten First Nation; and

A quorum for this Band consists of ____ 3 ____ Council Members
--

_____	_____	_____
Chief		
_____	_____	_____
Councillor	Councillor	Councillor
_____	_____	_____
Councillor	Councillor	Councillor

FOR DEPARTMENTAL USE ONLY					
1. Band Fund Code	2. Computer Balances		3. Expenditure	4. Authority (Indian Act Section)	5. Source of Funds
	A. Capital \$	B. Revenue \$	\$		o Capital o Revenue
Recommended			Approved		
_____	_____		_____	_____	
Date	Recommending Officer		Date	Approving Officer	

n. Yakweakwioose First Nation.
(together, the “Stó:lō First Nations”)

- B. Seven of the Stó:lō First Nations are members of the Ts'elxwéyeqw Tribe which makes decision on behalf of the following First Nations through the Ts'elxwéyeqw Tribe Limited Partnership:
- a. Aitchelitz Band;
 - b. Shxwhá:y Village;
 - c. Skowkale First Nation;
 - d. Soowahlie First Nation;
 - e. Squiala First Nation;
 - f. Tzeachten First Nation; and
 - g. Yakweakwioose First Nation.
(together, the “Ts'elxwéyeqw Tribe”)
- C. The Pilot Agreement commits the Stó:lō First Nations to, among other things, establish an effective government-to-government working relationship with the Province of British Columbia and to negotiate a Strategic Engagement Agreement;
- D. As part of the Pilot Agreement the Stó:lō First Nations formed the Stó:lō Strategic Engagement Agreement Pilot Project Leadership Board (the “SSEAp Board”) to represent the Stó:lō First Nations in respect to fulfilling the requirements of the Pilot Agreement;
- E. The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna;
- F. The Strategic Engagement Agreement has a three year term that provides for the following;
- a. developing and maintaining a government-to-government forum between the Province and the Stó:lō First Nations;
 - b. the government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
 - c. promotion of a dialogue between the Province and the Stó:lō First Nations on seeking consensus related to land and resource decisions;

A quorum for this Band
consists of 3
Council Members

Chief

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

FOR DEPARTMENTAL USE ONLY				
1. Band Fund Code	2. Computer Balances		3. Expenditure	4. Authority (Indian Act Section)
	A. Capital \$	B. Revenue \$	\$	5. Source of Funds o Capital o Revenue
Recommended			Approved	
Date	Recommending Officer		Date	Approving Officer

- d. an engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S’ólh Téméxw;
- e. replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;
- f. \$700,000 per year in funding to the Stó:lō First Nations through the Stó:lō Nation Society for the operations of the People of the Rivers Referrals Office of the Stó:lō First Nations; and
- g. an option to negotiate an extension of the agreement.

G. The SSEAp Board will be replaced by the SSEA Leadership Board (the “SSEA Board”) under a new terms of reference that will provide each Stó:lō First Nation with membership on the SSEA Board;

H. The SSEA Board will provide direction to the People of the River Referrals Office;

I. The People of the River Referrals Office is an administrative office with the Stó:lō Nation Society that receives referrals, assesses engagement levels, and, where authorized by the Stó:lō First Nations, identifies Aboriginal rights that may be adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by the SSEA Board pursuant to the terms of reference;

J. The Chief Negotiator has provided to the **Shxwha:y Village** and the Ts'elxwéyeq̓w Tribe a proposed final Strategic Engagement Agreement, dated for reference February 21, 2014, for review and approval, and has recommended that the **Shxwha:y Village** enter into the Strategic Engagement Agreement;

K. The Stó:lō First Nations, the **Shxwha:y Village**, the Ts'elxwéyeq̓w Tribe and the Stó:lō Nation Society have received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated March 3, 2014; and

L. Having reviewed the Strategic Engagement Agreement, Chief and Council of the **Shxwha:y Village** are now prepared to authorize the execution of the Strategic Engagement Agreement by the Ts'elxwéyeq̓w Tribe on behalf of the **Shxwha:y Village**.

A quorum for this Band consists of 3 Council Members

Chief

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor


FOR DEPARTMENTAL USE ONLY				
1. Band Fund Code	2. Computer Balances		3. Expenditure	4. Authority (Indian Act Section)
	A. Capital \$	B. Revenue \$	\$	5. Source of Funds o Capital o Revenue
Recommended			Approved	
Date	Recommending Officer		Date	Approving Officer

THEREFORE BE IT RESOLVED THAT:

- 1. The **Shxwha:y Village** Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
- 2. The **Shxwha:y Village** Band Council authorizes the Ts'elxwéyeqw Tribe Limited Partnership to sign and enter into the Strategic Engagement Agreement on behalf of the **Shxwha:y Village**.
- 3. The **Shxwha:y Village** authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of the **Shxwha:y Village** to be financially managed by the SSEA Board, including for the operation of the People of the Rivers Referrals Office.
- 4. The **Shxwha:y Village** authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the **Shxwha:y Village** for the purposes of the Strategic Engagement Agreement.
- 5. The **Shxwha:y Village** authorizes by the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of the **Shxwha:y Village**, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement.

This Band Council Resolution was passed at a duly convened meeting of the **Shxwha:y Village** on Mar. 6, 2014.

A quorum for this Band consists of 3 Council Members


Chief

Councillor

Councillor

Councillor

Councillor


Councillor


Councillor

FOR DEPARTMENTAL USE ONLY				
1. Band Fund Code	2. Computer Balances		3. Expenditure	4. Authority (Indian Act Section)
	A. Capital \$	B. Revenue \$	\$	5. Source of Funds o Capital o Revenue
Recommended			Approved	
Date	Recommending Officer		Date	Approving Officer

BAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE

Chronological no. – N° consecutive

File reference no. – N° de référence du dossier

NOTE: The words "from our band funds" "capital" or "revenue" whichever is the case, must appear in all resolutions requesting expenditures from band funds.

NOTA: Les mots "des fonds de notre bande" "capital" ou "revenue" selon les cas doivent paraître dans tous les résolutions portant sur des dépenses à même les fonds des bandes.

		Cash free balance	
The council of the Le conseil de	SHXW'OW'HAMEL FIRST NATION	Capital account Compte capital	\$ _____
Date of duly convened meeting Date de l'assemblée dument convoquée	March 16, 2014	Revenue account Compte revenu	\$ _____
	Province B.C.		

DO HEREBY RESOLVE:
DÉCIDE PAR LES PRÉSENTES:

WHEREAS:

A. The following Stó:lō First Nations, including **Shxwowhamel First Nation**, entered into the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement Pilot* (the "Pilot Agreement"), dated for reference May 15, 2012 and as amended on October 19, 2012:

- a. Aitchelitz Band;
 - b. Cheam First Nation;
 - c. Chawathil First Nation;
 - d. Leq'á:mel First Nation;
 - e. Scowlitz First Nation;
 - f. Shxw'ow'hamel First Nation;
 - g. Shxwhá:y Village;
 - h. Skowkale First Nation;
 - i. Soowahlie First Nation;
 - j. Skawahlook First Nation;
 - k. Squiala First Nation;
 - l. Sumas First Nation;
 - m. Tzeachten First Nation; and
 - n. Yakweakwioose First Nation.
- (together, the "Stó:lō First Nations")

B. The Pilot Agreement commits the Stó:lō First Nations to, among other things, establish an effective government-to-government working relationship with the Province of British Columbia and to negotiate a Strategic Engagement Agreement;

As part of the Pilot Agreement the Stó:lō First Nations formed the Stó:lō Strategic Engagement Agreement Pilot Project Leadership Board (the "SSEAp Board") to represent the Stó:lō First Nations in respect to fulfilling the requirements of the Pilot Agreement;

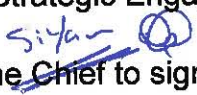
C. The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna;

D. The Strategic Engagement Agreement has a three year term that provides for the following:

- a. developing and maintaining a government-to-government forum between the Province and the Stó:lō First Nations;
- b. the government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
- c. promotion of a dialogue between the Province and the Stó:lō First Nations on seeking consensus related to land and resource decisions;
- d. an engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S'ólh Téméxw;

- e. replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;
 - f. \$700,000 per year in funding to the Stó:lō First Nations through the Stó:lō Nation Society for the operations of the People of the Rivers Referrals Office of the Stó:lō First Nations; and
 - g. an option to negotiate an extension of the agreement.
 - h. The SSEAp Board will be replaced by the SSEA Leadership Board (the "SSEA Board") under a new terms of reference that will provide each Stó:lō First Nation with membership on the SSEA Board;
- A. The SSEA Board will provide direction to the People of the River Referrals Office;
 - B. The People of the River Referrals Office is an administrative office with the Stó:lō Nation Society that receives referrals, assesses engagement levels, and, where authorized by the Stó:lō First Nations, identifies Aboriginal rights that may be adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by the SSEA Board pursuant to the terms of reference;
 - C. The Chief Negotiator has provided to **Shxwowhamel First Nation** a proposed final Strategic Engagement Agreement, dated for reference February 21, 2014, for review and approval, and has recommended that **Shxwowhamel First Nation** enter into the Strategic Engagement Agreement;
 - D. The Stó:lō First Nations, **Shxwowhamel First Nation** and the Stó:lō Nation Society have received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated March 3, 2014; and
 - E. Having reviewed the Strategic Engagement Agreement, Si:yam Council of the **Shxwowhamel First Nation** are now prepared to authorize the execution of the Strategic Engagement Agreement.

THEREFORE BE IT RESOLVED THAT:

- 1. The **Shxwowhamel Si:yam Council** approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
- 2. **Shxwowhamel Si:yam Council** authorizes the  Chief to sign and enter into the Strategic Engagement Agreement on behalf of the **Shxwowhamel First Nation**
- 3. **Shxwowhamel First Nation** authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of the **Shxwowhamel Si:yam Council** to be financially managed by the SSEA Board, including for the operation of the People of the Rivers Referrals Office.
- 4. **Shxwowhamel First Nation** authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the for the purposes of the Strategic Engagement Agreement.
- 5. **Shxwowhamel First Nation** authorizes the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of **Shxwowhamel First Nation** in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement.

This Band Council Resolution was passed at a duly convened meeting of **Shxwowhamel First Nation** on _____, 2014.

Quorum: FOUR (4)

(SI:YAM)

Lenora Fraser
(SI:YAM)

Chere Smith
(SI:YAM)

Amessa Elkins-Homez
(SI:YAM)

FOR DEPARTMENTAL USE ONLY – RÉSERVÉ AU MINISTRE					
Expenditure - Depenses	Authority (Indian Act section) – Autorite (Article sur la loi des Indiens)	Source of Funds Sources des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue - Revenue	Expenditure - Depenses	Authority (Indian Act section) – Autorite (Article sur la loi des Indiens)	Source of Funds Sources des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue - Revenue
Recommending officer – Recommandé par			Recommending officer – Recommandé par		
Signature		Date	Signature		Date
Approving Officer – Approuvé par			Approving Officer – Approuvé par		
Signature		Date	Signature		Date

Skawahlook First Nation
Band Council Resolution

**Re: Strategic Engagement Agreement
Between the Stó:lō First Nations and British Columbia**

WHEREAS:

- A. The following Stó:lō First Nations, including *Skawahlook First Nation*, entered into the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement Pilot* (the "Pilot Agreement"), dated for reference May 15, 2012 and as amended on October 19, 2012:
- a. Aitchelitz Band;
 - b. Cheam First Nation;
 - c. Chawathil First Nation;
 - d. Leq'á:mel First Nation;
 - e. Scowlitz First Nation;
 - f. Shxw'ow'hamel First Nation;
 - g. Shxwhá:y Village;
 - h. Skowkale First Nation;
 - i. Soowahlie First Nation;
 - j. Skawahlook First Nation;
 - k. Squiala First Nation;
 - l. Sumas First Nation;
 - m. Tzeachten First Nation; and
 - n. Yakweakwioose First Nation.
- (together, the "Stó:lō First Nations")
- B. The Pilot Agreement commits the Stó:lō First Nations to, among other things, establish an effective government-to-government working relationship with the Province of British Columbia and to negotiate a Strategic Engagement Agreement;
- As part of the Pilot Agreement the Stó:lō First Nations formed the Stó:lō Strategic Engagement Agreement Pilot Project Leadership Board (the "SSEAp Board") to represent the Stó:lō First Nations in respect to fulfilling the requirements of the Pilot Agreement;
- C. The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna;

D. The Strategic Engagement Agreement has a three year term that provides for the following:

- a. developing and maintaining a government-to-government forum between the Province and the Stó:lō First Nations;
- b. the government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
- c. promotion of a dialogue between the Province and the Stó:lō First Nations on seeking consensus related to land and resource decisions;
- d. an engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S'ólh Téméxw;
- e. replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;
- f. \$700,000 per year in funding to the Stó:lō First Nations through the Stó:lō Nation Society for the operations of the People of the Rivers Referrals Office of the Stó:lō First Nations; and
- g. an option to negotiate an extension of the agreement.

E. The SSEAp Board will be replaced by the SSEA Leadership Board (the "SSEA Board") under a new terms of reference that will provide each Stó:lō First Nation with membership on the SSEA Board;

F. The SSEA Board will provide direction to the People of the River Referrals Office;

G. The People of the River Referrals Office is an administrative office with the Stó:lō Nation Society that receives referrals, assesses engagement levels, and, where authorized by the Stó:lō First Nations, identifies Aboriginal rights that may be adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by the SSEA Board pursuant to the terms of reference;

- H. The Chief Negotiator has provided to the *Skawahlook First Nation* a proposed final Strategic Engagement Agreement, dated for reference February 21, 2014, for review and approval, and has recommended that the *Skawahlook First Nation* enter into the Strategic Engagement Agreement;
- I. The Stó:lō First Nations, the *Skawahlook First Nation* and the Stó:lō Nation Society have received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated March 3, 2014; and
- J. Having reviewed the Strategic Engagement Agreement, Chief and Council of the *Skawahlook First Nation* are now prepared to authorize the execution of the Strategic Engagement Agreement.

THEREFORE BE IT RESOLVED THAT:

- 1. The *Skawahlook First Nation* Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
- 2. The *Skawahlook First Nation* Band Council authorizes the Chief to sign and enter into the Strategic Engagement Agreement on behalf of the *Skawahlook First Nation*.
- 3. The *Skawahlook First Nation* authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of the *Skawahlook First Nation* to be financially managed by the SSEA Board, including for the operation of the People of the Rivers Referrals Office.
- 4. The *Skawahlook First Nation* authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the *Skawahlook First Nation* for the purposes of the Strategic Engagement Agreement.
- 5. The *Skawahlook First Nation* authorizes the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of the *Skawahlook First Nation*, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement.

This Band Council Resolution was passed at a duly convened meeting of the
Skawahlook First Nation on _____, 2014.

Quorum of Council is 2



Chief Maureen Chapman



Councillor Debra Schneider

Skowkale First Nation
Band Council Resolution

**Re: Strategic Engagement Agreement
Between the Stó:lō First Nations and British Columbia**

WHEREAS:

- A. The following Stó:lō First Nations, including **Skowkale First Nation**, entered into the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement Pilot* (the “Pilot Agreement”), dated for reference May 15, 2012 and as amended on October 19, 2012:
- a. Aitchelitz Band;
 - b. Cheam First Nation;
 - c. Chawathil First Nation;
 - d. Leq’á:mel First Nation;
 - e. Scowlitz First Nation;
 - f. Shxw’ow’hamel First Nation;
 - g. Shxwhá:y Village;
 - h. Skowkale First Nation;
 - i. Soowahlie First Nation;
 - j. Skawahlook First Nation;
 - k. Squiala First Nation;
 - l. Sumas First Nation;
 - m. Tzeachten First Nation; and
 - n. Yakweakwioose First Nation.
- (together, the “Stó:lō First Nations”)
- B. The Pilot Agreement commits the Stó:lō First Nations to, among other things, establish an effective government-to-government working relationship with the Province of British Columbia and to negotiate a Strategic Engagement Agreement;
- As part of the Pilot Agreement the Stó:lō First Nations formed the Stó:lō Strategic Engagement Agreement Pilot Project Leadership Board (the “SSEAp Board”) to represent the Stó:lō First Nations in respect to fulfilling the requirements of the Pilot Agreement;
- C. The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna;

- D. The Strategic Engagement Agreement has a three year term that provides for the following:
- a. developing and maintaining a government-to-government forum between the Province and the Stó:lō First Nations;
 - b. the government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
 - c. promotion of a dialogue between the Province and the Stó:lō First Nations on seeking consensus related to land and resource decisions;
 - d. an engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S'ólh Téméxw;
 - e. replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;
 - f. \$700,000 per year in funding to the Stó:lō First Nations through the Stó:lō Nation Society for the operations of the People of the Rivers Referrals Office of the Stó:lō First Nations; and
 - g. an option to negotiate an extension of the agreement.
- E. The SSEAp Board will be replaced by the SSEA Leadership Board (the "SSEA Board") under a new terms of reference that will provide each Stó:lō First Nation with membership on the SSEA Board;
- F. The SSEA Board will provide direction to the People of the River Referrals Office;
- G. The People of the River Referrals Office is an administrative office with the Stó:lō Nation Society that receives referrals, assesses engagement levels, and, where authorized by the Stó:lō First Nations, identifies Aboriginal rights that may be adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by the SSEA Board pursuant to the terms of reference;

- H. The Chief Negotiator has provided to the **Skowkale First Nation** a proposed final Strategic Engagement Agreement, dated for reference February 21, 2014, for review and approval, and has recommended that the **Skowkale First Nation** enter into the Strategic Engagement Agreement;
- I. The Stó:lō First Nations, the **Skowkale First Nation** and the Stó:lō Nation Society have received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated March 3, 2014; and
- J. Having reviewed the Strategic Engagement Agreement, Chief and Council of the **Skowkale First Nation** are now prepared to authorize the execution of the Strategic Engagement Agreement.

THEREFORE BE IT RESOLVED THAT:

- 1. The **Skowkale First Nation** Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
- 2. The **Skowkale First Nation** Band Council authorizes the Chief to sign and enter into the Strategic Engagement Agreement on behalf of the **Skowkale First Nation**.
- 3. The **Skowkale First Nation** authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of the **Skowkale First Nation** to be financially managed by the SSEA Board, including for the operation of the People of the Rivers Referrals Office.
- 4. The **Skowkale First Nation** authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the **Skowkale First Nation** for the purposes of the Strategic Engagement Agreement.
- 5. The **Skowkale First Nation** authorizes the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of the **Skowkale First Nation**, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement.

This Band Council Resolution was passed at a duly convened meeting of the **Skowkale First Nation** on March 12, 2014.

Quorum of Council is 3



Chief Willy Hall



Councillor James Archie



Councillor Gordon Hall

Councillor Jeffery Point

Councillor Gerald Sepass

Soowahlie Indian Band
Band Council Resolution
Re: Strategic Engagement Agreement
Between the Stó:lō First Nations and British Columbia

WHEREAS:

- A. The following Stó:lō First Nations including **Soowahlie Indian Band**(the "First Nation"), entered into the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement Pilot* (the "Pilot Agreement"), dated for reference May 15, 2012 and as amended on October 19, 2012:
- a. Aitchelitz Band;
 - b. Cheam First Nation;
 - c. Chawathil First Nation;
 - d. Leq'á:mel First Nation;
 - e. Scowlitz First Nation;
 - f. Shxw'ow'hamel First Nation;
 - g. Shxwhá:y Village;
 - h. Skowkale First Nation;
 - i. Soowahlie First Nation;
 - j. Skawahlook First Nation;
 - k. Squiala First Nation;
 - l. Sumas First Nation;
 - m. Tzeachten First Nation; and
 - n. Yakwekwioose First Nation.
- (together, the "Stó:lō First Nations")
- B. Seven of the Stó:lō First Nations are members of the Ts'elxwéyeqw Tribe which makes decision on behalf of the following First Nations through the Ts'elxwéyeqw Tribe Limited Partnership:
- a. Aitchelitz Band;
 - b. Shxwhá:y Village;
 - c. Skowkale First Nation;
 - d. Soowahlie First Nation;
 - e. Squiala First Nation;
 - f. Tzeachten First Nation; and
 - g. Yakwekwioose First Nation.
- (together, the "Ts'elxwéyeqw Tribe")
- C. The Pilot Agreement commits the Stó:lō First Nations to, among other things, establish an effective government-to-government working relationship with the

Province of British Columbia and to negotiate a Strategic Engagement Agreement;

- D. As part of the Pilot Agreement the Stó:lō First Nations formed the Stó:lō Strategic Engagement Agreement Pilot Project Leadership Board (the "SSEAp Board") to represent the Stó:lō First Nations in respect to fulfilling the requirements of the Pilot Agreement;
- E. The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna;
- F. The Strategic Engagement Agreement has a three year term that provides for the following;
 - a. developing and maintaining a government-to-government forum between the Province and the Stó:lō First Nations;
 - b. the government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
 - c. promotion of a dialogue between the Province and the Stó:lō First Nations on seeking consensus related to land and resource decisions;
 - d. an engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S'ólh Téméxw;
 - e. replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;
 - f. \$700,000 per year in funding to the Stó:lō First Nations through the Stó:lō Nation Society for the operations of the People of the Rivers Referrals Office of the Stó:lō First Nations; and
 - g. an option to negotiate an extension of the agreement.
- G. The SSEAp Board will be replaced by the SSEA Leadership Board (the "SSEA Board") under a new terms of reference that will provide each Stó:lō First Nation

with membership on the SSEA Board (per the Terms of Reference dated January 17, 2014);

- H. The SSEA Board will provide direction to the People of the River Referrals Office;
- I. The People of the River Referrals Office is an administrative office with the Stó:lō Nation Society that receives referrals, assesses engagement levels, and, where authorized by the Stó:lō First Nations, identifies Aboriginal rights that may be adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by the SSEA Board pursuant to the terms of reference;
- J. The Chief Negotiator has provided to the **Soowahlie Indian Band** and the Ts'elxwéyeqw Tribe a proposed final Strategic Engagement Agreement, dated for reference February 21, 2014, for review and approval, and has recommended that the **Soowahlie Indian Band** enter into the Strategic Engagement Agreement;
- K. The Stó:lō First Nations, the **Soowahlie Indian Band** the Ts'elxwéyeqw Tribe and the Stó:lō Nation Society have received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated March 3, 2014; and
- L. Having reviewed the Strategic Engagement Agreement, Chief and Council of the **Soowahlie Indian Band** are now prepared to authorize the execution of the Strategic Engagement Agreement by the Ts'elxwéyeqw Tribe on behalf of the **Soowahlie Indian Band**

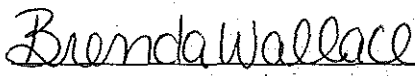
THEREFORE BE IT RESOLVED THAT:

1. The **Soowahlie Indian** Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
2. The **Soowahlie Indian** Band Council authorizes the Ts'elxwéyeqw Tribe Limited Partnership to sign and enter into the Strategic Engagement Agreement on behalf of the **Soowahlie Indian Band**.

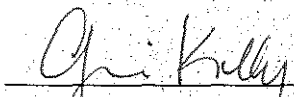
3. The **Soowahlie Indian Band** authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of the **Soowahlie Indian Band** to be financially managed by the SSEA Board, including for the operation of the People of the Rivers Referrals Office.
4. The **Soowahlie Indian Band** authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the **Soowahlie Indian Band** for the purposes of the Strategic Engagement Agreement, subject to any agreement between the PRRO and the *[insert band name]* or the Ts'elxwéyeqw Tribe.
5. The **Soowahlie Indian Band** authorizes by the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of the **Soowahlie Indian Band** in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement.

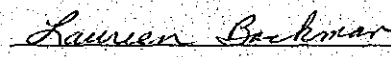
This Band Council Resolution was passed at a duly convened meeting of the **Soowahlie Indian Band** on March 26, 2014.

Quorum of Council is 3


Chief Brenda Wallace


Councillor Kevin Kelly


Councilor Grace Kelly


Councillor Lauren Backman



Squiala First Nation

BAND COUNCIL RESOLUTION

Resolution # 2014-03-05

THE CHIEF AND COUNCIL
AT A DULY CONVENED MEETING
HELD ON March 27th, 2014

WHEREAS:

- A. The following Stó:lō First Nations including **Squiala First Nation** (the “First Nation”), entered into the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement Pilot* (the “Pilot Agreement”), dated for reference May 15, 2012 and as amended on October 19, 2012:
- a. Aitchelitz Band;
 - b. Cheam First Nation;
 - c. Chawathil First Nation;
 - d. Leq’á:mel First Nation;
 - e. Scowlitz First Nation;
 - f. Shxw’ow’hamel First Nation;
 - g. Shxwhá:y Village;
 - h. Skowkale First Nation;
 - i. Soowahlie First Nation;
 - j. Skawahlook First Nation;
 - k. Squiala First Nation;
 - l. Sumas First Nation;
 - m. Tzeachten First Nation; and
 - n. Yakweakwioose First Nation.
- (together, the “Stó:lō First Nations”)
- B. Seven of the Stó:lō First Nations are members of the Ts’elxwéyeqw Tribe which makes decision on behalf of the following First Nations through the Ts’elxwéyeqw Tribe Limited Partnership:
- a. Aitchelitz Band;
 - b. Shxwhá:y Village;
 - c. Skowkale First Nation;
 - d. Soowahlie First Nation;
 - e. Squiala First Nation;
 - f. Tzeachten First Nation; and
 - g. Yakweakwioose First Nation.
- (together, the “Ts’elxwéyeqw Tribe”)


- C. The Pilot Agreement commits the Stó:lō First Nations to, among other things, establish an effective government-to-government working relationship with the Province of British Columbia and to negotiate a Strategic Engagement Agreement;
- D. As part of the Pilot Agreement the Stó:lō First Nations formed the Stó:lō Strategic Engagement Agreement Pilot Project Leadership Board (the “SSEAp Board”) to represent the Stó:lō First Nations in respect to fulfilling the requirements of the Pilot Agreement;
- E. The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna;
- F. The Strategic Engagement Agreement has a three year term that provides for the following;
- a. developing and maintaining a government-to-government forum between the Province and the Stó:lō First Nations;
 - b. the government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
 - c. promotion of a dialogue between the Province and the Stó:lō First Nations on seeking consensus related to land and resource decisions;
 - d. an engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S’ólh Téméxw;
 - e. replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;
 - f. \$700,000 per year in funding to the Stó:lō First Nations through the Stó:lō Nation Society for the operations of the People of the Rivers Referrals Office of the Stó:lō First Nations; and
 - g. an option to negotiate an extension of the agreement.
- G. The SSEAp Board will be replaced by the SSEA Leadership Board (the “SSEA Board”) under a new terms of reference that will provide each Stó:lō First Nation with membership on the SSEA Board (per the Terms of Reference dated January 17, 2014);
- H. The SSEA Board will provide direction to the People of the River Referrals Office;
- I. The People of the River Referrals Office is an administrative office with the Stó:lō Nation Society that receives referrals, assesses engagement levels, and, where authorized by the Stó:lō First Nations, identifies Aboriginal rights that may be adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by the SSEA Board pursuant to the terms of reference;
- J. The Chief Negotiator has provided to the *Squiala First Nation* and the Ts’elxwéyeqw Tribe a proposed final Strategic Engagement Agreement, dated for reference February 21, 2014, for review and approval, and has recommended that the *Squiala First Nation* enter into the Strategic Engagement Agreement;

- K. The Stó:lō First Nations, the **Squiala First Nation**, the Ts'elxwéyeqw Tribe and the Stó:lō Nation Society have received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated March 3, 2014; and
- L. Having reviewed the Strategic Engagement Agreement, Chief and Council of the **Squiala First Nation** are now prepared to authorize the execution of the Strategic Engagement Agreement by the Ts'elxwéyeqw Tribe on behalf of the **Squiala First Nation**.

THEREFORE BE IT RESOLVED:

1. The **Squiala First Nation** Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
2. The **Squiala First Nation** Band Council authorizes the Ts'elxwéyeqw Tribe Limited Partnership to sign and enter into the Strategic Engagement Agreement on behalf of the **Squiala First Nation**.
3. The **Squiala First Nation** authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of **Squiala First Nation** to be financially managed by the SSEA Board, including for the operation of the People of the Rivers Referrals Office.
4. The **Squiala First Nation** authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the **Squiala First Nation** for the purposes of the Strategic Engagement Agreement, subject to any agreement between the PRRO and the **Squiala First Nation** or the Ts'elxwéyeqw Tribe.
5. The **Squiala First Nation** authorizes by the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of the **Squiala First Nation**, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement.

Quorum: any two (2) members of Chief and Council.



Chief David Jimmie



Councillor Stephen Jimmie



Councillor Allen Jimmie

Sumas First Nation>

2788 Sumas Mtn. Rd.
Abbotsford, BC V3G 2J2

BAND COUNCIL RESOLUTION

Chronological no.
File reference no. BCR 14-03-10

NOTE: The words “from our band funds” “capital” or “revenue” whichever is the case, must appear in all resolutions requesting expenditures from band funds.

The council of the Sumas First Nation			Cash free balance	
			Capital account	\$_____
Date of duly convened meeting	10 / 03 / 2014	Province BC	Revenue account	\$_____

DO HEREBY RESOLVE:
WHEREAS:

- A. The following Stó:lō First Nations, including Sumas First Nation, entered into the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement Pilot* (the “Pilot Agreement”), dated for reference May 15, 2012 and as amended on October 19, 2012:
- a. Aitchelitz Band;
 - b. Cheam First Nation;
 - c. Chawathil First Nation;
 - d. Leq’á:mel First Nation;
 - e. Scowlitz First Nation;
 - f. Shxw’ow’hamel First Nation;
 - g. Shxwhá:y Village;
 - h. Skowkale First Nation;
 - i. Soowahlie First Nation;
 - j. Skawahlook First Nation;
 - k. Squiala First Nation;
 - l. Sumas First Nation;
 - m. Tzeachten First Nation; and
 - n. Yakweakwioose First Nation.
- (together, the “Stó:lō First Nations”)
- B. The Pilot Agreement commits the Stó:lō First Nations to, among other things, establish an effective government-to-government working relationship with the Province of British Columbia and to negotiate a Strategic Engagement Agreement;
- As part of the Pilot Agreement the Stó:lō First Nations formed the Stó:lō Strategic Engagement Agreement Pilot Project Leadership Board (the “SSEAp Board”) to represent the Stó:lō First Nations in respect to fulfilling the requirements of the Pilot Agreement;
- C. The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna;
- D. The Strategic Engagement Agreement has a three year term that provides for the following:
- a. developing and maintaining a government-to-government forum between the Province and the Stó:lō First Nations;
 - b. the government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
 - c. promotion of a dialogue between the Province and the Stó:lō First Nations on seeking consensus related to land and resource decisions;
 - d. an engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S’olh Téméxw;
 - e. replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;
 - f. \$700,000 per year in funding to the Stó:lō First Nations through the Stó:lō Nation Society for the operations of the People of the River Referrals Office of the Stó:lō First Nations; and
 - g. An option to negotiate an extension of the agreement.

- E. The SSEAp Board will be replaced by the SEA Leadership Board (the “SSEA Board”) under a new terms of reference that will provide each Stó:lō First Nation with membership on the SSEA Board;
- F. The SSEA Board will provide direction to the People of the River Referrals Office;
- G. The People of the River Referrals Office is an administrative office with the Stó:lō Nation Society that receives referrals, assesses engagement levels, and, where authorized by the Stó:lō First Nations, identifies Aboriginal rights that may be adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by the SSEA Board pursuant to the terms of reference;
- H. The Chief Negotiator has provided to the Sumas First Nation a proposed final Strategic Engagement Agreement, dated for reference February 21, 2014, for review and approval, and has recommended that the Sumas First Nation enter into the Strategic Engagement Agreement;
- I. The Stó:lō First Nations, the Sumas First Nation and the Stó:lō Nation Society have received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated March 3, 2014; and
- J. Having reviewed the Strategic Engagement Agreement, Chief and Council of the Sumas First Nation are now prepared to authorize the execution of the Strategic Engagement Agreement.

THEREFORE BE IT RESOLVED THAT:

1. The Sumas First Nation Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
2. The Sumas First Nation Band Council authorizes the Chief to sign and enter into the Strategic Engagement Agreement on behalf of the Sumas First Nation.
3. The Sumas First Nation authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of the Sumas First Nation to be financially managed by the SSEA Board, including for the operation of the People of the Rivers Referrals Office.
4. The Sumas First Nation authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the Sumas First Nation for the purposes of the Strategic Engagement Agreement.
5. The Sumas First Nation authorizes the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of the Sumas First Nation, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement.

This Band Council Resolution was passed by a quorum of Sumas First Nation Council on March 10, 2014.

Quorum: 3



Councillor Jackie Bird



Chief Dalton Silver



Councillor Murray Ned



Councillor Clint Tuttle

FOR DEPARTMENTAL USE ONLY					
Expenditure	Authority (Indian Act section)	Source of Funds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue - Revenue	Expenditure	Authority (Indian Act section)	Source of Funds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue - Revenue
Recommending officer <div>Signature</div> <div>Date</div>			Recommending officer <div>Signature</div> <div>Date</div>		
Approving Officer <div>Signature</div> <div>Date</div>			Approving Officer <div>Signature</div> <div>Date</div>		



TS'ELXWÉYEQW TRIBE MANAGEMENT LIMITED (TTML)

DECISION NO. MARCH 11, 2014 – 03

TTML DIRECTORS' MEETING RESOLUTIONS

TOPIC	MOVED BY:	DECISION DATE
Strategic Engagement Agreement	Chief Angie Bailey Chief David Jimmie	March 11, 2014

ISSUE:

Approval of the multi-year Strategic Engagement Agreement with the Province of BC.

DECISION:

Consent resolution of all of the directors of Ts'elxwéyeqw Tribe Management Limited (the "company"), Acting in its capacity as general partner of Ts'elxwéyeqw Tribe Limited Partnership.

The undersigned, being all sole directors of the Company, HEREBY CONSENT in writing to the following resolution to have the same force and effect as if it had been passed at a meeting of the directors of the Company:

WHEREAS:

- A. The following Stó:lō First Nations (the "First Nation"), entered into the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement Pilot* (the "Pilot Agreement"), dated for reference May 15, 2012 and as amended on October 19, 2012:
- a. Aitchelitz Band;
 - b. Cheam First Nation;
 - c. Chawathil First Nation;
 - d. Leq'á:mel First Nation;
 - e. Scowlitz First Nation;
 - f. Shxw'ow'hamel;
 - g. Shxwhá:y Village;
 - h. Skowkale First Nation;
 - i. Soowahlie First Nation;
 - j. Skawahlook First Nation;
 - k. Squiala First Nation;
 - l. Sumas First Nation;
 - m. Tzeachten First Nation; and
 - n. Yakweakwioose First Nation.
- (together, the "Stó:lō First Nations")
- B. Seven of the Stó:lō First Nations are members of the Ts'elxwéyeqw Tribe which makes decision on behalf of the following First Nations through the Ts'elxwéyeqw Tribe Limited Partnership:
- a. Aitchelitz Band;
 - b. Shxwhá:y Village;
 - c. Skowkale First Nation;
 - d. Soowahlie First Nation;
 - e. Squiala First Nation;
 - f. Tzeachten First Nation; and
 - g. Yakweakwioose First Nation.
- (together, the "Ts'elxwéyeqw Tribe")
- C. The Pilot Agreement commits the Stó:lō First Nations to, among other things, establish an effective government-to-government working relationship with the Province of British Columbia and to negotiate a Strategic Engagement Agreement;

- D. As part of the Pilot Agreement the Stó:lō First Nations formed the Stó:lō Strategic Engagement Agreement Pilot Project Leadership Board (the "SSEAp Board") to represent the Stó:lō First Nations in respect to fulfilling the requirements of the Pilot Agreement;
- E. The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna;
- F. The Strategic Engagement Agreement has a three year term that provides for the following;
 - a. developing and maintaining a government-to-government forum between the Province and the Stó:lō First Nations;
 - b. the government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
 - c. promotion of a dialogue between the Province and the Stó:lō First Nations on seeking consensus related to land and resource decisions;
 - d. an engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S'ólh Téméxw;
 - e. replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;
 - f. \$700,000 per year in funding to the Stó:lō First Nations through the Stó:lō Nation Society for the operations of the People of the Rivers Referrals Office of the Stó:lō First Nations; and
 - g. an option to negotiate an extension of the agreement.
- G. The SSEAp Board will be replaced by the SEA Leadership Board (the "SEA Board") under a new terms of reference that will provide each Stó:lō First Nation with membership on the SEA Board;
- H. The SEA Board will provide direction to the People of the River Referrals Office;
- I. The People of the River Referrals Office is an administrative office with the Stó:lō Nation Society that receives referrals, assesses engagement levels, and, where authorized by the Stó:lō First Nations, identifies Aboriginal rights that may be adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by the SEA Board pursuant to the terms of reference;
- J. The Chief Negotiator has provided to the Stó:lō First Nations and the Ts'elxwéyeqw Tribe a proposed final Strategic Engagement Agreement, dated for reference February 21, 2014, for review and approval, and has recommended that the Stó:lō First Nations enter into the Strategic Engagement Agreement;
- K. The Stó:lō First Nations, the Ts'elxwéyeqw Tribe and the Stó:lō Nation Society have received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated February 28, 2014; and
- L. Having reviewed the Strategic Engagement Agreement, the Executive of the Ts'elxwéyeqw Tribe are now prepared to authorize the execution of the Strategic Engagement Agreement by the Ts'elxwéyeqw Tribe Limited Partnership on behalf of the Ts'elxwéyeqw Tribes

THEREFORE BE IT RESOLVED THAT:

1. The Ts'elxwéyeqw Tribe Limited Partnership approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
2. The Ts'elxwéyeqw Tribe Limited Partnership authorizes the Ts'elxwéyeqw Tribe Management Limited Executive to sign and enter into the Strategic Engagement Agreement on behalf of the Ts'elxwéyeqw Tribe.
3. The Ts'elxwéyeqw Tribe Limited Partnership authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of the Ts'elxwéyeqw Tribe Limited Partnership to be financially managed by the SEA Board, including for the operation of the People of the Rivers Referrals Office.
4. The Ts'elxwéyeqw Tribe Limited Partnership authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the Ts'elxwéyeqw Tribe Limited Partnership for the purposes of the Strategic Engagement Agreement, subject to any agreement between the PRRO and the Ts'elxwéyeqw Tribe.
5. The Ts'elxwéyeqw Tribe Limited Partnership authorizes by the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of the Ts'elxwéyeqw Tribe Limited Partnership, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement, provided the People of the River Referrals Office keeps the Ts'elxwéyeqw Tribe Limited Partnership informed of its activities and subject to any agreement between the PRRO and the Ts'elxwéyeqw Tribe.

The foregoing resolution is hereby consented to in writing by all the Directors of the Company and is hereby passed as of the date hereinbefore set out.

DATED effective as of the 11th day of March, 2014

PASSED UNANIMOUSLY

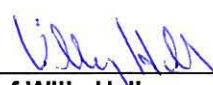
FOLLOW-UP: EXECUTIVE TO EXECUTE THE STRATEGIC ENGAGEMENT AGREEMENT

BY WHOM: Executive

DEADLINE: March 11, 2014

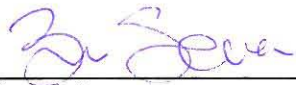
MATTER CLOSED

STAMP

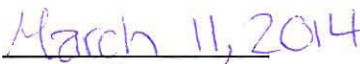


Chief Willy Hall
President

CERTIFIED CORRECT



Brianne Severn
Administrative Assistant



DATE



Tzeachten First Nation

29-6014 Vedder Rd, Chilliwack, B.C. V2R 5M4
Telephone 604.846.4888 Fax 604.846.4889



TZEACHTEN FIRST NATION

Council Resolution RES 14-16

Re: Strategic Engagement Agreement Between the Stó:lō First Nations and British Columbia

WHEREAS:

A. The following Stó:lō First Nations including Tzeachten (the "First Nation"), entered into the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement Pilot* (the "Pilot Agreement"), dated for reference May 15, 2012 and as amended on October 19, 2012:

- a. Aitchelitz Band;
 - b. Cheam First Nation;
 - c. Chawathil First Nation;
 - d. Leq'á:mel First Nation;
 - e. Scowlitz First Nation;
 - f. Shxw'ow'hamel First Nation;
 - g. Shxwhá:y Village;
 - h. Skowkale First Nation;
 - i. Soowahlie First Nation;
 - j. Skawahlook First Nation;
 - k. Squiala First Nation;
 - l. Sumas First Nation;
 - m. Tzeachten First Nation; and
 - n. Yakweakwioose First Nation.
- (together, the "Stó:lō First Nations")

B. Seven of the Stó:lō First Nations are members of the Ts'elxwéyeqw Tribe which makes decision on behalf of the following First Nations through the Ts'elxwéyeqw Tribe Limited Partnership:

- a. Aitchelitz Band;
 - b. Shxwhá:y Village;
 - c. Skowkale First Nation;
 - d. Soowahlie First Nation;
 - e. Squiala First Nation;
 - f. Tzeachten First Nation; and
 - g. Yakweakwioose First Nation.
- (together, the "Ts'elxwéyeqw Tribe")

- C. The Pilot Agreement commits the Stó:lō First Nations to, among other things, establish an effective government-to-government working relationship with the Province of British Columbia and to negotiate a Strategic Engagement Agreement;
- D. As part of the Pilot Agreement the Stó:lō First Nations formed the Stó:lō Strategic Engagement Agreement Pilot Project Leadership Board (the "SSEAp Board") to represent the Stó:lō First Nations in respect to fulfilling the requirements of the Pilot Agreement;
- E. The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna;
- F. The Strategic Engagement Agreement has a three year term that provides for the following;
 - a. developing and maintaining a government-to-government forum between the Province and the Stó:lō First Nations;
 - b. the government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
 - c. promotion of a dialogue between the Province and the Stó:lō First Nations on seeking consensus related to land and resource decisions;
 - d. an engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S'ólh Téméxw;
 - e. replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;
 - f. \$700,000 per year in funding to the Stó:lō First Nations through the Stó:lō Nation Society for the operations of the People of the Rivers Referrals Office of the Stó:lō First Nations; and
 - g. an option to negotiate an extension of the agreement.

- G. The SSEAp Board will be replaced by the SSEA Leadership Board (the "SSEA Board") under a new terms of reference that will provide each Stó:lō First Nation with membership on the SSEA Board (per the Terms of Reference dated January 17, 2014);
- H. The SSEA Board will provide direction to the People of the River Referrals Office;
- I. The People of the River Referrals Office is an administrative office with the Stó:lō Nation Society that receives referrals, assesses engagement levels, and, where authorized by the Stó:lō First Nations, identifies Aboriginal rights that may be adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by the SSEA Board pursuant to the terms of reference;
- J. The Chief Negotiator has provided to the Tzeachten First Nation and the Ts'elxwéyeqw Tribe a proposed final Strategic Engagement Agreement, dated for reference February 21, 2014, for review and approval, and has recommended that the Tzeachten First Nation enter into the Strategic Engagement Agreement;
- K. The Stó:lō First Nations, the Tzeachten First Nation, the Ts'elxwéyeqw Tribe and the Stó:lō Nation Society have received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated March 3, 2014; and
- L. Having reviewed the Strategic Engagement Agreement, Chief and Council of the Tzeachten First Nation are now prepared to authorize the execution of the Strategic Engagement Agreement by the Ts'elxwéyeqw Tribe on behalf of the Tzeachten First Nation.

THEREFORE BE IT RESOLVED THAT:

- 1. The Tzeachten First Nation Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
- 2. The Tzeachten First Nation Council authorizes the Ts'elxwéyeqw Tribe Limited Partnership to sign and enter into the Strategic Engagement Agreement on behalf of the Tzeachten First Nation.

3. The Tzeachten First Nation authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of the Tzeachten First Nation to be financially managed by the SSEA Board, including for the operation of the People of the Rivers Referrals Office.
4. The Tzeachten First Nation authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the Tzeachten First Nation for the purposes of the Strategic Engagement Agreement, subject to any agreement between the PRRO and the Tzeachten First Nation or the Ts'elxwéyeqw Tribe.
5. The Tzeachten First Nation authorizes by the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of the Tzeachten First Nation, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement.

This Band Council Resolution was passed at a duly convened meeting of the Tzeachten First Nation on March 14, 2014.

A QUORUM for the Tzeachten First Nation consists of 3.


Chief Glenda Campbell


Councilor Catherine R. Hall


Councilor Anthony Malloway


Councilor Lawrence Roberts


Councilor Melanie Williams



Yakwekwioose Band

Ts'elxwéyeqw First Nation

7178 Chilliwack River Road, Chilliwack, B.C. V2R 4M1



Yakwekwioose First Nation

Band Council Resolution

Re: Strategic Engagement Agreement

Between the Stó:lō First Nations and British Columbia

WHEREAS:

- A. The following Stó:lō First Nations including *Yakwekwioose First Nation* (the “First Nation”), entered into the *Framework Agreement between the Stó:lō First Nations and British Columbia for the Strategic Engagement Agreement Pilot* (the “Pilot Agreement”), dated for reference May 15, 2012 and as amended on October 19, 2012:
- a. Aitchelitz Band;
 - b. Cheam First Nation;
 - c. Chawathil First Nation;
 - d. Leq'á:mel First Nation;
 - e. Scowlitz First Nation;
 - f. Shxw'ow'hamel First Nation;
 - g. Shxwhá:y Village;
 - h. Skowkale First Nation;
 - i. Soowahlie First Nation;
 - j. Skawahlook First Nation;
 - k. Squiala First Nation;
 - l. Sumas First Nation;
 - m. Tzeachten First Nation; and
 - n. Yakwekwioose First Nation.
- (together, the “Stó:lō First Nations”)
- B. Seven of the Stó:lō First Nations are members of the Ts'elxwéyeqw Tribe which makes decision on behalf of the following First Nations through the Ts'elxwéyeqw Tribe Limited Partnership:
- a. Aitchelitz Band;
 - b. Shxwhá:y Village;
 - c. Skowkale First Nation;
 - d. Soowahlie First Nation;
 - e. Squiala First Nation;
 - f. Tzeachten First Nation; and
 - g. Yakwekwioose First Nation.
- (together, the “Ts'elxwéyeqw Tribe”)



Yakwekwioose Band

Ts'elxwéyeqw First Nation

7178 Chilliwack River Road, Chilliwack, B.C. V2R 4M1



- C. The Pilot Agreement commits the Stó:lō First Nations to, among other things, establish an effective government-to-government working relationship with the Province of British Columbia and to negotiate a Strategic Engagement Agreement;
- D. As part of the Pilot Agreement the Stó:lō First Nations formed the Stó:lō Strategic Engagement Agreement Pilot Project Leadership Board (the "SSEAp Board") to represent the Stó:lō First Nations in respect to fulfilling the requirements of the Pilot Agreement;
- E. The SSEAp Board has appointed David Schaepe as Chief Negotiator for the negotiation of the Strategic Engagement Agreement, assisted by SSEAp Chair Otis Jasper and legal counsel, Adam Munnings of Callison & Hanna;
- F. The Strategic Engagement Agreement has a three year term that provides for the following;
 - a. developing and maintaining a government-to-government forum between the Province and the Stó:lō First Nations;
 - b. the government-to-government forum is responsible for implementation of the Strategic Engagement Agreement including engagement;
 - c. promotion of a dialogue between the Province and the Stó:lō First Nations on seeking consensus related to land and resource decisions;
 - d. an engagement framework for provincial consultation on proposed projects (e.g. forestry, land tenures, and mineral exploration) within S'ólh Téméxw;
 - e. replacement of the consultation obligations of the existing Forest and Range Consultation and Revenue Sharing Agreement with the consultation process of outlined in the Engagement Framework of the Strategic Engagement Agreement;
 - f. \$700,000 per year in funding to the Stó:lō First Nations through the Stó:lō Nation Society for the operations of the People of the Rivers Referrals Office of the Stó:lō First Nations; and
 - g. an option to negotiate an extension of the agreement.



Yakweakwioose Band

Ts'elxwéyeqw First Nation

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- G. The SSEAp Board will be replaced by the SSEA Leadership Board (the “SSEA Board”) under a new terms of reference that will provide each Stó:lō First Nation with membership on the SSEA Board (per the Terms of Reference dated January 17, 2014);
- H. The SSEA Board will provide direction to the People of the River Referrals Office;
- I. The People of the River Referrals Office is an administrative office with the Stó:lō Nation Society that receives referrals, assesses engagement levels, and, where authorized by the Stó:lō First Nations, identifies Aboriginal rights that may be adversely affected by proposed projects, as provided for in the Strategic Engagement Agreement and as directed by the SSEA Board pursuant to the terms of reference;
- J. The Chief Negotiator has provided to the *Yakweakwioose First Nation* and the Ts'elxwéyeqw Tribe a proposed final Strategic Engagement Agreement, dated for reference February 21, 2014, for review and approval, and has recommended that the *Yakweakwioose First Nation* enter into the Strategic Engagement Agreement;
- K. The Stó:lō First Nations, the *Yakweakwioose First Nation*, the Ts'elxwéyeqw Tribe and the Stó:lō Nation Society have received a legal opinion regarding the Strategic Engagement Agreement from Adam Munnings, Callison & Hanna, legal counsel, dated March 3, 2014; and
- L. Having reviewed the Strategic Engagement Agreement, Chief and Council of the *Yakweakwioose First Nation* are now prepared to authorize the execution of the Strategic Engagement Agreement by the Ts'elxwéyeqw Tribe on behalf of the *Yakweakwioose First Nation*.

THEREFORE BE IT RESOLVED THAT:

- 1. The *Yakweakwioose First Nation* Band Council approves the terms of the Strategic Engagement Agreement, substantially in the form attached, and authorizes the performance of the undertakings and obligations pursuant to the Strategic Engagement Agreement.
- 2. The *Yakweakwioose First Nation* Band Council authorizes the Ts'elxwéyeqw Tribe Limited Partnership to sign and enter into the Strategic Engagement Agreement on behalf of the *Yakweakwioose First Nation*.



Yakwekwioose Band

Ts'elxwéyeqw First Nation

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3. The *Yakwekwioose First Nation* authorizes the Stó:lō Nation Society to receive the funds provided by British Columbia under the Strategic Engagement Agreement on behalf of the *Yakwekwioose First Nation* to be financially managed by the SSEA Board, including for the operation of the People of the Rivers Referrals Office.
4. The *Yakwekwioose First Nation* authorizes the People of the River Referrals Office, as associated with the Stó:lō Nation Society, to act on behalf of the *Yakwekwioose First Nation* for the purposes of the Strategic Engagement Agreement, subject to any agreement between the PRRO and the Yakwekwioose First Nation or the Ts'elxwéyeqw Tribe.
5. The *Yakwekwioose First Nation* authorizes by the People of the River Referrals Office to make representations to the Province of British Columbia on behalf of the *Yakwekwioose First Nation*, in respect to any Proposed Activity pursuant to the Strategic Engagement Agreement.

This Band Council Resolution was passed at a duly convened meeting of the *Yakwekwioose First Nation* on MARCH 20, 2014.

Quorum of Council is 2.


Chief


Councillor

Councillor