

Puggioni, Giovanni ABR:EX

From: Scott, Katie P ABR:EX
Sent: Wednesday, March 29, 2017 2:44 PM
To: Nash, Laurel ABR:EX
Cc: Puggioni, Giovanni ABR:EX; Lang, Sandra ABR:EX
Subject: Heads Up
Attachments: Mar31.Dglaim.regn.1.docx; ATT00001.htm

s.16

I will be talking to Theresa this week and will get an understanding of implications to the project. I'll keep you in the loop.

Sent from my iPhone

Begin forwarded message:

From: Darlene Glaim s.22
Date: March 29, 2017 at 11:59:46 PDT
To: Theresa Tait-Day s.22, Steve Munro
s.22, Chrisann Boucher <s.22>, "Darlene Glaim"
s.22, Gloria George s.22 Helen Nikal
s.22 Sean Burke s.22 Marion
Shepherd s.22
Cc: "katie.p.scott@gov.bc.ca" <katie.p.scott@gov.bc.ca>, s.22
s.22

Subject: RE: WMC Agenda Workshop Revised.docx

Hello WMC Members,

Please see my attached resignation letter withdrawing my participation on the Board.

I am no longer party to any decisions this organization peruses.

Also, please amend the agenda attached and remove my name, thanks.

Best wishes,

Darlene Glaim
Chief Woos

From: Theresa Tait-Day s.22
Sent: March 28, 2017 5:51 PM
To: Steve Munro s.22; Chrisann Bouche s.22; Darlene
Glaim s.22; Gloria George s.22 Helen Nikal
s.22 Sean Burke s.22; Marion Shepherd

s.22

Subject: WMC Agenda Workshop Revised.docx

Hope u can make it

Sent from my iPhone

Darlene Glaim, Chief Woos
s.22

March 31, 2017

Theresa Tait-Day, President
Wet'suwet'en Matrilineal Coalition
Moricetown, BC

Dear Theresa Tait-Day, President:

Please accept my letter of resignation from the Wet'suwet'en Matrilineal Coalition.

I supported this economic based board since it was formed with the intent to negotiate a benefit agreement for Clan/House Members with the TransCanada Coastal Gas Link Project. I have been optimistic that a formal signing would take place. Time has marched on and sadly it has caused much turmoil amongst our people and leadership. Perhaps the signing and future relations with the company will prevail.

Relationships amongst the organizations and with leadership determination, for the people, will in time define the needs to live in harmony with industry. It is in all our interest to balance the environmental scope of all activity. If my clan wished for me to be involved as Woos I may consider their wishes in the future. Clan organization with the current resources has not worked thus far.

In closing I wish to thank my fellow Board of Chiefs and the members who supported my participation.

I wish the organization success.

Messiyh,

Chief Woos, Darlene Glaim

Cc: Steve Munro, TransCanada Lead
Gloria George
Herb Naziel
Katie Scott, MARR

Puggioni, Giovanni ABR:EX

From: Scott, Katie P ABR:EX
Sent: Friday, February 3, 2017 10:31 AM
To: Capsey, Nicole ABR:EX
Cc: Lang, Sandra ABR:EX; Puggioni, Giovanni ABR:EX
Subject: WMC Proposal description and budget
Attachments: 17Feb3 WMC Proposal.docx; 17Feb3 WMC Budget - LOA.xlsx

s.13

Katie Scott
Negotiator
250-953-4757 (Office)
250-812-2570 (Cell)

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.... ()/()
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**Wet'suwet'en Matrilineal Coalition representing**

Hereditary Chiefs, elders, youth and clan members in the Wet'suwet'en Territory (East to Babine Lake; South to Burns Lake; West to Cheslatta Lake; North to Hagwilget)

**Project:**

*Practicing Unity in Oral Traditions and Decisions Regarding Lands and Resources*

**Amount: Total Up to \$60,000.00**

**Background:**

Inuk nu'at'en (Wet'suwet'en laws) is our collective Indigenous knowledge. Inuke (ours) nu'at'en (laws that encompasses our history) speaks to the autonomy of our people. Proposed Natural Gas pipelines in the Wet'suwet'en territory has revealed how little clan members understand how decisions are being made on their behalf about lands and resources. In keeping with the United Nations Declaration on the Rights of Indigenous Peoples, this funding request aligns with Federal and Provincial objectives and rebuilds community capacity.

The Coalition's objective is to build trust through effective communication to facilitate clan engagement in discussions regarding natural resource development opportunities in the Territory. The Coalition wants to develop clarity around how clan members want to be communicated with and how they wish for their feedback to be incorporated into future decisions and planning for the territory. The goal is to increase capacity and develop the tools that youth and elders need to make major social and economic decisions about lands and resources.

The emphasis in phase one will be to build a team and lay the groundwork for systematically improving socio-economic outcomes.

The challenge for the Coalition Board of Directors (BOD) has been to balance and integrate everyone's unique contributions. The second and equally important challenge for the Coalition BOD has been to provide support for participating clan members to manage and cope with the stress of forming a new organization in a hostile and economically dysfunctional environment. The internal community healing process is necessary before reconciliation with the federal and provincial governments and industry can begin.

**Project Description:**

- Develop the criteria for building a team made up of the Coalition, an elder's council, community liaisons, an executive director, and technical consultants.
- Establish website for ease of information sharing.
- Identify ways that proponents can contribute to the goal of building social economic development and

reconciliation among the 13 House groups and their clan members, on and off reserve

- Identify needs of the House groups to facilitate communication and decision-making processes for future social and social economic development in an inclusive manner, bringing into the discuss all Wet'suwet'en House groups and entities including both elected and hereditary chiefs.

The Coalition will identify the strengths, weaknesses, opportunities and threats as part of their healing and capacity building sessions.

The Coalition acknowledges the need to create a strong and healthy foundation where members feel safe and supported by each other to maximize economic opportunities in inclusive environment. This approach includes the participation of elders to act as guides for participating clan members.

The Coalition will create set out a plan for in-house engagements and develop a website for the Coalition to share information sharing.

**Community Impact/Benefits:**

- Capitalizes on potential economic opportunities and marketable skills
- Increases capacity to raise funds for community investments
- Provides meaningful short-term team building and reconciliation through in-house cultural exchanges
- Developing and nurturing relationships among COALITION, Governments, Industry, and Elders, many of whom are Hereditary Chiefs.

**Business Impact/Benefits:**

- Assists the Coalition to identify local aboriginal and non-aboriginal contractors across the territory and off and on reserve
- Assists the Coalition to identify the capacity of the local Aboriginal work force with relevant skills training
- Creates an opportunity for industry through the Coalition to draw on a skilled workforce for employment
- Demonstrates values around collaboration, innovation, integrity and responsibility
- Wet'suwet'en clan members are affected by major projects such as the Prince Rupert Gas Transmission Project, Pacific Trails Pipeline Project and the Coastal GasLink project

Creating a sense of unity and community amongst the 13 houses and bands will enable the Wet'suwet'en to capitalize on potential economic opportunities and benefits.

### Rationale

- Reconciliation must be built with the restoration of prosperity within Wet'suwet'en communities. All Wet'suwet'en can then take advantage of economic opportunities
- In keeping with the United Nations Declaration Rights of Indigenous Peoples, this aligns with Federal and Provincial objectives and rebuilds local community capacity
- Community members can access employment opportunities and educate themselves to successfully advocate for Major Projects
- Employment skills include team building, time management and skills training for Wet'suwet'en clan members
- Clan members can build unity among on and off reserve populations and connect with their culture directly from their peers who have lived off the land, for generations

| Activity                                            | Task                       | # People / #<br>Units | Rates |
|-----------------------------------------------------|----------------------------|-----------------------|-------|
| Drop-in Centre / Meeting<br>and Accommodation Space | Resource                   | 0.5 x2                | 1400  |
| Workshop 1                                          | IR Team                    | 2 x10x2               | 115   |
|                                                     | IR Counsellor              | 1 x10x2               | 150   |
|                                                     | IR - Flights               |                       |       |
|                                                     | IR Car Rental              | 1 x3                  | 100   |
|                                                     | Gas - Car Rental           |                       |       |
|                                                     | Meal Allowances (Full-Day  | 8 x2                  | 49.05 |
|                                                     | Meal Allowances (L&D)      | 8                     | 36.5  |
|                                                     | Projector Rental           | 1 x3                  | 39    |
|                                                     | Laptop Rental              | 1 x3                  | 20    |
|                                                     | Stationary / Equipment     |                       |       |
|                                                     | Travel Allowance (Inside P | 3                     | 250   |
|                                                     | Travel Allowance (Outside  | 2                     | 1000  |
| Workshop 2                                          | IR Team                    | 2 x10x2               | 115   |
|                                                     | IR Counsellor              | 1 x10x2               | 150   |
|                                                     | IR - Flights               |                       |       |
|                                                     | IR Car Rental              | 1 x3                  | 100   |
|                                                     | Gas - Car Rental           |                       |       |
|                                                     | Meal Allowances (Full-Day  | 8 x2                  | 49.05 |
|                                                     | Meal Allowances (L&D)      | 8                     | 36.5  |
|                                                     | Meal Allowances (Full-Day  | 13 x2                 | 49.05 |
|                                                     | Private Lodging            | 13 x3                 | 30    |
|                                                     | Projector Rental           | 1 x3                  | 39    |
|                                                     | Laptop Rental              | 1 x3                  | 20    |
|                                                     | Stationary / Equipment     |                       |       |
|                                                     | Travel Allowance (Inside P | 12                    | 250   |
|                                                     | Travel Allowance (Outside  | 6                     | 1000  |
| Workshop 2                                          | IR Team                    | 2 x10x2               | 115   |
|                                                     | IR Counsellor              | 1 x10x2               | 150   |
|                                                     | IR - Flights               |                       |       |
|                                                     | IR Car Rental              | 1 x3                  | 100   |
|                                                     | Gas - Car Rental           |                       |       |
|                                                     | Meal Allowances (Full-Day  | 8 x2                  | 49.05 |
|                                                     | Meal Allowances (L&D)      | 8                     | 36.5  |
|                                                     | Meal Allowances (Full-Day  | 13 x2                 | 49.05 |
|                                                     | Private Lodging            | 13 x3                 | 30    |
|                                                     | Projector Rental           | x3                    | 39    |
|                                                     | Laptop Rental              | 1 x3                  | 20    |

Stationary / Equipment

Travel Allowance (Inside P 12 250

Travel Allowance (Outside 6 1000

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**TOTAL**

| Cost   | Activity Sub-Totals |
|--------|---------------------|
| 1400   | 1400                |
| <hr/>  |                     |
| 4600   |                     |
| 3000   |                     |
| 2250   |                     |
| 300    |                     |
| 50     |                     |
| 784.8  |                     |
| 292    |                     |
| 117    |                     |
| 60     |                     |
| 0      |                     |
| 750    |                     |
| 2000   | 14203.8             |
| <hr/>  |                     |
| 4600   |                     |
| 3000   |                     |
| 2250   |                     |
| 300    |                     |
| 60     |                     |
| 784.8  |                     |
| 292    |                     |
| 1275.3 |                     |
| 1170   |                     |
| 117    |                     |
| 50     |                     |
| 0      |                     |
| 3000   |                     |
| 6000   | 22899.1             |
| <hr/>  |                     |
| 4600   |                     |
| 3000   |                     |
| 2250   |                     |
| 300    |                     |
| 60     |                     |
| 784.8  |                     |
| 292    |                     |
| 1275.3 |                     |
| 1170   |                     |
| 117    |                     |
| 50     |                     |

0

3000

6000

22899.1

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60002

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60002

## Notes

This Centre located at Houston, BC will be utilised as a drop-in Centre for workshops and ad-hoc meetings, a working location for website and social media management and admin training (location includes internet), and accommodation for all IR and WMC team members during PD workshops. This resource will be available for 2-months and is charged at 50% to the Province.

Initial Professional Development workshop for all 5 WMC Directors, facilitated by IR, for 2 days and 3 nights. Workshop is hosted at the Drop-in Centre. All IR team members are accommodated at the Drop-in Centre. It is an option for the WMC for accommodation during workshop.

3 IR + 5 WMC

3 IR + 5 WMC

2nd Professional Development workshop for all 5 WMC Directors as well as 13 Elders, facilitated by IR, for 2 days and 3 nights. Workshop is hosted at the Drop-in Centre. All IR team members are accommodated at the Drop-in Centre. It is an option for the WMC for accommodation during workshop.

3 IR + 5 WMC

3 IR + 5 WMC

13 Elders

Elders will utilize private lodging.

WMCx3 + Eldersx9

WMCx2 + Eldersx4

3rd Professional Development workshop for all 5 WMC Directors as well as 13 Elders, facilitated by IR, for 2 days and 3 nights. Workshop is hosted at the Drop-in Centre. All IR team members are accommodated at the Drop-in Centre. It is an option for the WMC for accommodation during workshop.

3 IR + 5 WMC

3 IR + 5 WMC

13 Elders

Elders will utilize private lodging.

WMCx3 + Eldersx9

WMCx2 + Eldersx4

## **Puggioni, Giovanni ABR:EX**

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**From:** Lang, Sandra ABR:EX  
**Sent:** Tuesday, May 2, 2017 10:24 AM  
**To:** Caul, Doug D ABR:EX; Nash, Laurel ABR:EX  
**Cc:** Puggioni, Giovanni ABR:EX  
**Subject:** Conference call with TransCanada

Hi Doug and Laurel,

During the TC conference call yesterday the topics discussed were the following:  
s.16,s.21

Participants from TC: Trevor, Rick and George.

Cheers,  
*Sandra Lang*  
Major Projects – Strategic Initiatives Division  
Ministry of Aboriginal Relations and Reconciliation  
Phone: (250) 387-2660  
Cell: (250) 812-2159  
"Even when life challenges us, it's a gift beyond all measure."  
Parker Palmer

## **Puggioni, Giovanni ABR:EX**

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**From:** Leinweber, Rachelle R ABR:EX  
**Sent:** Tuesday, January 3, 2017 8:49 AM  
**To:** Wheeler, Hilary ABR:EX  
**Cc:** Puggioni, Giovanni ABR:EX  
**Subject:** Urgent bullets - mtg with MJR & Wet'suwet'en Matrilineal Coalition, Coastal GasLink, and LNG Canada  
**Attachments:** Template Bullets - updated 02 24 16.docx  
**Importance:** High

Hi Hilary,

There is a meeting Jan 16, 2017, 3:00 - 3:30 pre-brief and 3:30 - 4:30 with MJR and Wet'suwet'en Matrilineal Coalition, Coastal GasLink, and LNG Canada

Unfortunately, the request for bullets was not sent out. Would you be able to help out. The bullets are due today to Laurel. They only want 5 bullets.

It is in eApprovals are you good if I send this to you to draft?

MO is REQUESTING:

(1.) Bullets /

(2.) Confirm staff to attend and/or call in.

Due to ADMO: Jan 3

Due to Assoc DMO: Jan 9

Due to MO: Jan 13, 3:00

Meeting date: Jan 16, 3:00 - 3:30 pre-brief, 3:30 - 4:30 meeting - PVO, Vancouver

Thanks,

***Rachelle Leinweber***

*Executive Assistant to Laurel Nash, Assistant Deputy Minister*

*Strategic Partnerships and Initiatives Division*

*Ministry of Aboriginal Relations and Reconciliation*

*5th Floor - 2957 Jutland Road, Victoria BC V8T 5J9*

*Phone: 250 387-6838 email: [rachelle.leinweber@gov.bc.ca](mailto:rachelle.leinweber@gov.bc.ca)*

**Puggioni, Giovanni ABR:EX**

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**From:** Nash, Laurel ABR:EX  
**Sent:** Thursday, April 14, 2016 3:06 PM  
**To:** Coley, Simon J JAG:EX; Sheldrake, Jeff ABR:EX; Scott, Katie P ABR:EX; 'Claire Marshall'; 'Trevor Halford'; 'Steve Munro'; 'Steve Munro'; Puggioni, Giovanni ABR:EX; Lang, Sandra ABR:EX; Pyper, John ABR:EX  
**Subject:** Call: Transcanada/ Wetsutweten Matrilineal Coalition

Hi we would like to cover a few topics on this call

s.16

## **Puggioni, Giovanni ABR:EX**

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**From:** Scott, Katie P ABR:EX  
**Sent:** Wednesday, October 14, 2015 12:39 PM  
**To:** Puggioni, Giovanni ABR:EX  
**Subject:** RE: Call from Theresa Tait Day

She said specifically they are now established as a corporation – they need an entity in which they can grow money

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**From:** Puggioni, Giovanni ABR:EX  
**Sent:** Wednesday, October 14, 2015 12:35 PM  
**To:** Scott, Katie P ABR:EX  
**Subject:** RE: Call from Theresa Tait Day

Thanks.

Just a question..are they establishing a corporation..or a society?  
I think it would be tough for us to fund a private corporation....

**Giovanni Puggioni**  
Executive Director  
LNG and Major Projects  
Strategic Initiatives Division  
Ministry of Aboriginal Relations and Reconciliation  
PO Box 9100 Stn Prov Govt  
Victoria, BC V8W 9B1  
Phone: (250) 952-0530  
Fax: (250) 952-0111  
Email: [Giovanni.Puggioni@gov.bc.ca](mailto:Giovanni.Puggioni@gov.bc.ca)

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**From:** Scott, Katie P ABR:EX  
**Sent:** Wednesday, October 14, 2015 12:21 PM  
**To:** Gilmore, Tena ABR:EX; Sheldrake, Jeff ABR:EX; Robertson, Linda G ABR:EX; Doug Konkin; Freer, Geoff TRAN:EX; Nash, Laurel ABR:EX; Puggioni, Giovanni ABR:EX  
**Subject:** Call from Theresa Tait Day

s.16,s.21

Katie Scott  
Negotiator  
250-953-4757 (Office)  
250-812-2570 (Cell)

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FRIDAY, FEBRUARY 10/17

CGL CU

CLAIRE, KAREY, MATT, STEVE, LINDA,
JOHN, SAM

- 0 POLE ON M-TOWN
- DUANE RECEPTIVE 40 MOVING COMM
VOTE TILL POST ELECTION - SUMMER
- SCIENCE - MAR 9th
- > DUANE NEEDS APPROVAL FOR
SCIENCE GUY
- > MAY NEED LILIAN & SANDRA TO
SUPPORT
- > CGL WANT TO MOVE ALL OUT
INCL. SCIENCE GUY
- > THANK TO DUANE, SANDRA, DED &
LILIAN

WMC - PROJECT (STEVE)

- WORK 2 TC & 3 PUMPING ABNOS
- SMALL GP - POWD SNOW
- WMC WANTS LARGER MTR

FIN LINK ALLIANCE? ^{s.13}

s.13

VICONBOTH, MARCH 22/17

TC & MOI

CLAIRE, BENN & MOI

→ FOUR PILLARS

→ NO OIL CONVERSION

→ ESI

→ SKILLS & TRG

* TALK TO SIMON ABOUT WATER
CONVERSION

⇒ BRINGS NO OIL RES

* TALK TO LAUREL & HILARY

HILARY ON BOARD FOR APR 5th -

APT & EVENING

* COMMITTEE IN VICTORIA

s.16

MONDAY, JANUARY 16/17

s.16

*

MONDAY, JANUARY 30/17

s.16

Date

USA

WEDNESDAY, FEBRUARY 3/17

s.16,s.21

Date

FRIDAY, JULY 23/16

s.16

Page |

s.16

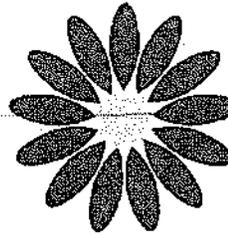
Date

MONDAY, MARCH 20/17

s.16

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Page



Wet'suwet'en
Matrilineal
Coalition

Project Title: Practicing Unity in Oral Traditions and Decisions Regarding Lands and Resources

Funding Agency: Ministry of Aboriginal Relations and Reconciliation (MARR)
 Agreement #: TP17LNG155
 Project Period: 3rd February, 2017 – 31st May, 2017

Interim Report: March 22, 2017

Project highlights

Within a very short time frame, the Board of Directors (BOD) of the Wet'suwet'en Matrilineal Coalition (WMC) have made progress in achieving several deliverables.

Deliverables are outlined in the next section, with highlights including:

- Initial design and development of a website
- Custom domain names and email addresses registered
- Redesign of the WMC logo – website ready
- Important initial outreach with 5 of the Wet'suwet'en House Groups, overcoming an initial barrier of anxiety and concern of project expectations and community fatigue.
- Contracting of consultants, Impact Resolutions (IR) to conduct and facilitate various technical activities related to the project.

Description of Deliverables

Expected	<ol style="list-style-type: none"> 1. Develop criteria for building a team made up of the Recipient, an elder's council, community liaisons, an executive director, and technical consultants.
Related Activity / Accomplishments	<ul style="list-style-type: none"> • The WMC has been conducting a series of outreach activities with the 5 House Groups of the coalition members to introduce the project and discuss a process of the houses nominating elders to work with the WMC BOD on the project and initially in the first workshop. • Agreement has been made with the 5 House Groups that 1 elder from each house will be nominated and will attend the first project workshop on April 4 & 5 in Smithers. • A position description for a project coordinator was developed and utilized during outreach activities to identify coordinators / community liaisons. • Two coordinators / community liaisons have been identified, with official nominations to follow shortly. • The WMC has contracted IR to carry out various technical roles related to the project. • The WMC BOD has worked with IR to draft a framework for BOD member participation and an identification of short and long term goals. This analysis and framework will be conducted in full during the first project workshop confirmed in Smithers for April 4 & 5, 2017.

Expected	2. Establish website for ease of information sharing.
Related Activity / Accomplishments	<ul style="list-style-type: none"> • IR has been contracted to develop a website and relevant social media channels. • Domain name options have been researched, identified, purchased and registered. <ul style="list-style-type: none"> ○ http://www.wetsuwetenmatrilinealcoalition.com ○ http://www.wmcoalition.com • Initial design and layout options for the website have been developed and agreed upon. • A web-ready logo for the WMC has been re-designed and agreed upon. • Social media channel options have been researched. • Initial web content has been drafted. • Interviews with 2 BOD members has been conducted to develop current and relevant biographies for the website. • Photos of the Wet'suwet'en territory have been identified for use in the website and where relevant, permission has been sought and obtained from the photo owners. • Initial administration and set-up of email exchange servers based on purchased domain names has been conducted.
Expected	3. Identify ways that proponents can contribute to the goal of building social economic development and reconciliation among the 13 House groups and their clan members, on and off reserve.
Related Activity / Accomplishments	<ul style="list-style-type: none"> • IR has been contracted to facilitate an initial project workshop in Smithers on April 4 & 5, 2017. • Initial discussions on this topic will be conducted during this first workshop, initially with the 5 House Groups of the coalition members / and nominated elders.
Expected	4. Identify needs of the House groups to facilitate communication and decision-making processes for future social and social economic development in an inclusive manner, bringing into the discussion all Wet'suwet'en House groups and entities including both elected and hereditary chiefs.
Related Activity / Accomplishments	<ul style="list-style-type: none"> • IR has been contracted to facilitate an initial project workshop in Smithers on April 4 & 5, 2017. • Initial discussions on this topic will be conducted during this first workshop, initially with the 5 House Groups of the coalition members / and nominated elders. • A plan for conducting wider in-house engagements with all 13 Wet'suwet'en House will also be discussed at this first workshop. • Initial drafting of a 2-page brochure and talking points has commenced to assist engagement and outreach with all 13 Wet'suwet'en House groups.

Challenges / Solutions

- An ongoing challenge for the WMC's BOD is to balance and integrate everyone's unique contributions, particularly in the context of stress and multi-generational trauma. This environment impacts the capacity of the BOD to effect timely coordination and decision making between the BOD members. First steps toward a solution will be broached during the first workshop confirmed for April 4 & 5 to be held at Smithers whereby an Arts Therapist / Counsellor will work with the group and individuals to discuss these challenges.
- An ongoing challenge of discussing and implementing project activities in a hostile and economically dysfunctional environment is the need to demonstrate a willingness to provide financial support, initially to involved house groups. Within the limited financial scope of this project, token financial support will be provided to involved elders and coordinators to cover the costs of travel to the first project workshop.
- The process of obtaining a relevant domain name for the website proved challenging, as the most relevant options were not available. To address this, two domain names were purchased with the intention that site search analytics will inform a future decision on which domain name to renew.

Unanticipated results / Lessons learned

- None to report

Substantial events that may impact the Project timeline

- Coordinators will assist with planning and liaison with house groups for the purposes of engaging in planning and communication for a community event and workshop.

Financial report

Annual Project income

A total of 60,000 CAD was received from MARR.

Expenditure Summary

Date	Type	Description	Related Deliverable	Amount	Evidence
17/03/2017	Income	MARR Grant		+\$48,000	
17/03/2017	Expense	IR: Partial Payment for Web Development / Initial Support	1,2	-\$4,563.56	Transfer
21/03/2017	Expense	IR: Full Payment for Workshop 1	3,4	-\$18,108.16	Transfer
16/03/2017	Committed	IR: Final Website / Development of Brochure and Community Meeting Speaking Notes	2,3,4	-\$7,047.74	Invoice
21/03/2017	Committed	Travel Reimbursement for WMC BOD / Elders Workshop	3,4	-\$3,250	Pending
27/03/2017	Committed	13 clan house coordinators @250 per day 13 x 10 days	10	32,500	Pending
22/03/2017	Sub-Total	Expenses		\$64,969.46	
22/03/2017	Net Total	Annual OGI		\$4,560.00	

PROVINCE OF BRITISH COLUMBIA

MINISTRY OF ABORIGINAL RELATIONS AND RECONCILIATION

SHARED COST ARRANGEMENT

THIS AGREEMENT is made effective the 1st day of June, 2016.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, represented by the Minister of Aboriginal Relations
and Reconciliation

(the "Province", "we", "us" or "our", as applicable)

OF THE FIRST PART

AND: Wet'suwet'en Matrilineal Coalition

(the "Recipient", "you" or "your" as applicable)

OF THE SECOND PART

The parties to this Agreement agree as follows:

SECTION 1 - DEFINITIONS

1. Where used in this Agreement:

(a) **Financial Contribution** means the total aggregate value stipulated in the
Schedule B;

- (b) "Material" means all findings, data, reports, documents, Records and material, (both printed and electronic, including but not limited to, hard disk or diskettes), whether complete or otherwise, that have been produced, received, compiled or acquired by, or provided by or on behalf of the Province to, the Recipient as a direct result of this Agreement, but does not include:
- i Client Case Files or Personal Information which could reasonably be expected to reveal the identity of clients;
 - ii Property owned by the Recipient;
- (c) "Project" means the project described in Schedule A;
- (d) "Services" means the services described in the Schedule A;
- (e) "Term" means the start and end date of the Agreement stipulated in the Schedule A;
- (f) "Refund" means any refund or remission of federal or provincial tax or duty available with respect to any items that the Province has paid for or agreed to pay for under this Agreement;
- (g) "Recipient" means the organization receiving the contribution;
- (h) "Personal Information" means recorded information about an identifiable individual.

SECTION 2 - APPOINTMENT

The Recipient will carry out and complete the Project described in Schedule "A" and will use the Province's funding only for the purpose (specified in Schedule A) of defraying Eligible Costs incurred by the Recipient in carrying out and completing the Project.

SECTION 3 - PAYMENT OF FINANCIAL CONTRIBUTION

Subject to the provisions of this Agreement, the Province will pay the Recipient, in the amount and manner, and at the times set out in Schedule "B" attached to this Agreement.

The Province has no obligation to make the Financial Contribution unless the Recipient has complied with the criteria set out in Schedule A.

Notwithstanding any other provision of this Agreement the payment of the Financial Contribution by the Province to the Recipient pursuant to this Agreement is subject to:

- (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* ("FAA"), to enable the Province, in any fiscal year when any payment of money by the Province to the Recipient falls due pursuant to this Agreement, to make that payment; and
- (b) Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in subparagraph (a) of this paragraph.

The Recipient must:

- (a) apply for any Refund or remission of federal or provincial tax or duty available with respect to any items that the Province has paid for or agreed to pay for under this Agreement, and
- (b) on receipt of the Refund, comply with the requirements concerning the use, application or remittance of the Refund set out in Schedule "B" to this Agreement.

The previous paragraph continues in force indefinitely, even after this Agreement expires or is terminated.

SECTION 4 - REPRESENTATIONS AND WARRANTIES

The Recipient represents and warrants to the Province with the intent that the Province will rely thereon in entering into this Agreement that:

- (a) all information, statements, documents and reports furnished or submitted by the Recipient to the Province in connection with this Agreement are true and correct;
- (b) the Recipient has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, the Recipient's properties, assets, condition (financial or otherwise), business or operations or its ability to fulfill its obligations under this Agreement; and
- (c) the Recipient is not in breach of, or in default under, any law, statute or regulation of Canada or of the Province of British Columbia applicable to or binding on it.

All statements contained in any certificate, application, proposal or other document delivered by or on behalf of the Recipient to the Province under this Agreement or in connection with any of the transactions contemplated hereby will be deemed to be representations and warranties by the Recipient under this Agreement. All representations, warranties, covenants and Agreements made herein and all certificates, applications or other documents delivered by or on behalf of the Recipient are material and will have been relied upon by the Province and will continue in full force and effect during the continuation of this Agreement.

SECTION 5 - INDEPENDENT RELATIONSHIP

No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or any actions of the parties pursuant to this Agreement.

The Recipient will be an independent and neither the Recipient nor its servants, agents or employees will be the servant, employee, or agent of the Province.

The Recipient will not, in any manner whatsoever, commit or purport to commit the Province to the payment of money to any person, firm, or corporation.

The Province may, from time to time, give instructions to the Recipient in relation to the carrying out of the Services, and the Recipient will comply with those instructions but will not be subject to the control of the Province regarding the manner in which those instructions are carried out except as specified in this Agreement.

SECTION 6 - RECIPIENT'S OBLIGATIONS

The Recipient will:

- (a) carry out the Services in accordance with the terms of this Agreement during the Term stated in Schedule "A" of this Agreement;
- (b) comply with the payment requirements set out in Schedule "B", including all requirements concerning the use, application and expenditure of the payments provided under this Agreement;
- (c) comply with all applicable laws;
- (d) hire and retain only qualified staff;
- (e) without limiting the provisions of subparagraph (c) of this section carry out criminal record checks as required by the *Criminal Records Review Act*, in accordance with Schedule "C" to this Agreement;
- (f) unless agreed otherwise supply, at its own cost, all labour, materials and approvals necessary to carry out the Services;
- (g) unless agreed otherwise, retain ownership to all assets acquired or intangible property created in the process of carrying out this Agreement;
- (h) co-operate with the Province in making such public announcements regarding the Services and the details of this Agreement as the Province requests; and
- (i) acknowledge the financial contribution made by the Province to the Recipient for the Services in any Materials, by printing on each of the Materials the following statement:
"We gratefully acknowledge the financial support of the Province of British Columbia through the Ministry of Aboriginal Relations and Reconciliation."

SECTION 7 - RECORDS

The Recipient will:

- (a) establish and maintain accounting and administrative records in form and content satisfactory of the Province, to be used as the basis for the calculation of the Agreement Price;
- (b) establish and maintain books of account, invoices, receipts and vouchers for all expenses incurred in form and content satisfactory to the Province; and
- (c) permit the Province, for contract monitoring and audit purposes, at all reasonable times, upon reasonable notice, to enter any premises used by the Recipient to deliver the Services or keep any documents or records pertaining to the Services, in order for the Province to inspect, audit, examine, review and copy any findings, data, specifications, drawings, working papers, reports, surveys, spread sheets, evaluations, documents, databases and material, (both printed and electronic, including, but not limited to, hard disk or diskettes), whether complete or not, that are produced, received or otherwise acquired by the Recipient as a result of this Agreement.
- (d) obtain the consent of clients to allow provincial employees or designates access to Client Case Files for the purposes of service monitoring and evaluation and research purposes, as outlined in the attached Schedule E.

The Parties agree that the Province does not have control, for the purpose of the *Freedom of Information and Protection of Privacy Act*, of the records held by the Recipient.

SECTION 8 - REPORTS/STATEMENTS AND ACCOUNTING

At the sole option of the Province, any portion of the Agreement Price provided to the Recipient under this Agreement and not expended at the end of the Term shall be:

- (a) returned by the Recipient to the Minister of Finance; or
- (b) retained by the Recipient as supplemental funding provided for under an amendment to this Agreement; or
- (c) deducted by the Province from any future funding requests submitted by the Recipient and approved by the Province.

SECTION 9 - CONFLICT OF INTEREST

The Recipient will not, during the Term, perform a service for or provide advice to any person, or entity where the performance of such service or the provision of the advice may, in the reasonable opinion of the Province, give rise to a conflict of interest between the obligations of the Recipient to the Province under this Agreement and the obligations of the Recipient to such other person or entity.

SECTION 10 - CONFIDENTIALITY

The Recipient will treat as confidential all information or material supplied to or obtained by the Recipient, or any subRecipient, as a result of this Agreement and will not, without the prior written consent of the Province, except as a required by applicable law, permit its disclosure except to the extent that such disclosure is necessary to enable the Recipient to fulfill its obligations under this Agreement.

SECTION 11 - DEFAULT

Any of the following events will constitute an Event of Default, namely:

- (a) the Recipient fails to comply with any provision of this Agreement;
- (b) any representation or warranty made by the Recipient in accepting this Agreement is untrue or incorrect;
- (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the Recipient pursuant to or as a result of this Agreement is untrue or incorrect;
- (d) the Recipient ceases, in the opinion of the Province, to operate;
- (e) a change occurs with respect to any one or more, including all, of the properties, assets, condition (financial or otherwise), business or operations of the Recipient which, in the opinion of the Province, materially adversely affects the ability of the Recipient to fulfill its obligations under this Agreement;
- (f) an order is made or a resolution is passed or a petition is filed for the liquidation or winding up of the Recipient;
- (g) the Recipient becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
- (h) a bankruptcy petition is filed or presented against, or a proposal under the *Bankruptcy and Insolvency Act (Canada)* is made by the Recipient;
- (i) a receiver or receiver-manager of any property of the Recipient is appointed; or
- (j) the Recipient permits any sum which is not disputed to be due by it to remain unpaid after legal proceedings have been commenced to enforce payment thereof.

SECTION 12 - TERMINATION

Upon the occurrence of any Event of Default and at any time thereafter the Province may, notwithstanding any other provision of this Agreement, at its option, elect to do any one or more of the following:

- (a) terminate this Agreement, in which case the payment of the amount required under the last paragraph of Section 12 of this Agreement will discharge the Province of all liability to the Recipient under this Agreement;
- (b) require the Event of Default be remedied within a time period specified by the Province;
- (c) suspend any installment of the Financial Contribution or any amount that is due to the Recipient while the Event of Default continues;
- (d) waive the Event of Default;
- (e) pursue any other remedy available at law or in equity.

The Province may also, at its option, either:

- (a) terminate this Agreement on 30 days written notice, without cause, or
- (b) terminate this Agreement immediately if the Province determines that the Recipient's failure to comply places the health or safety of any person receiving the Services at immediate risk,

and in either case, the payment of the amount required under the last paragraph of Section 12 of this Agreement will discharge the Province of all liability to the Recipient under this Agreement.

Where this Agreement is terminated before 100% completion of the Project, the Province will pay to the Recipient that portion of the Financial Contribution which is equal to the portion of the Project completed to the satisfaction of the Province prior to termination.

SECTION 13 – DISPUTE RESOLUTION

Dispute resolution process:

13.1. In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:

- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
- (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
- (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the Commercial Arbitration Act.

Location of arbitration or mediation:

13.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 13.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

13.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 13.1 other than those costs relating to the production of expert evidence or representation by counsel.

SECTION 14 – INSURANCE AND INDEMNITY

During the Term of this Agreement, the Recipient will provide, maintain and pay for insurance as specified in Schedule "D", which may be amended from time to time at the sole discretion of the Province.

Without limiting the provisions of subparagraph (c) of Section 6, the Recipient will comply with the Workers' Compensation Legislation for the Province of British Columbia.

The Recipient will indemnify and save harmless the Province, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, cost and expenses that the Province may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Recipient, or of any agent, employee, officer, director or subRecipient of the Recipient pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the Province.

SECTION 15 – ASSIGNMENT AND SUB-CONTRACTING

The Recipient will not, without the prior, written consent of the Province:

- (a) assign, either directly or indirectly, this Agreement or any right of the Recipient under this Agreement; or
- (b) sub-contract any portion of the Project under this Agreement.

No sub-contract entered into by the Recipient will relieve the Recipient from any of its obligations, including Section 6, under this Agreement or impose upon the Province any obligation or liability arising from any such sub-contract.

This Agreement will be binding upon the Province and its assigns and the Recipient, the Recipient's successors and permitted assigns.

SECTION 16 - REPAYMENT OR REDUCTIONS

An amount paid by the Province to the Recipient or which is treated as such pursuant to the terms of this Agreement, and to which the Recipient is not entitled according to the terms of this Agreement is repayable to the Province and until repaid constitutes a debt due to the Province.

If for any reason, the Project is not completed to the satisfaction of the Province, the Recipient will repay to the Province the Province's Financial Contribution (or any part which has been paid to the Recipient) under this Agreement, within 30 days of receipt by the Recipient of a written request for repayment from the Province.

SECTION 17 – OTHER FUNDING

If the Recipient receives funding for or in respect of the Services from any person, firm, corporation or other government or governmental body, then the Recipient will immediately provide the Province with full and complete details thereof.

SECTION 18 – NOTICES

Where in this agreement any notice or other communication is required to be given by any of the parties, it will be made in writing. It will be effectively given:

- (a) by delivery to the address of the party set out below, on the date of delivery; or,
- (b) by pre-paid registered mail, to the address of the party set out below, on the fifth business day after mailing;
- (c) by facsimile, to the facsimile number of the party, mentioned in this agreement, on the date the facsimile is sent; or
- (d) by e-mail, to the e-mail address of the party, mentioned in this agreement, on the date the e-mail is sent.

The address, phone, and facsimile numbers of the parties are:

Province: Ministry of Aboriginal Relations and Reconciliation
c/o Katie Scott
3rd Floor, 2957 Jutland Road
Victoria, BC V8T 5J0
Katie.Scott@gov.bc.ca
Phone: 250 953-4757

Recipient: Theresa Tait-Day
Wet'suwet'en Matrilineal Coalition
301- 1665 Ellis Street
Kelowna, BC V1Y 2B3
theresataitday@gmail.com
Phone: 778 202-0531

The address, phone number, or facsimile number set out above may be changed by notice in the manner set out in this provision.

SECTION 19 - NON-WAIVER

No term or condition of this Agreement and no breach by the Recipient of any such term or condition will be deemed to have been waived unless such waiver is in writing signed by the Province and the Recipient.

The written waiver by the Province of any breach by the Recipient of any term or condition of this Agreement will not be deemed to be a waiver of any other provision of any subsequent breach of the same or any other provision of this Agreement.

SECTION 20 – ENTIRE AGREEMENT

This Agreement including the Schedules constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement.

SECTION 21 - MISCELLANEOUS

Any amendments to this agreement will be made by agreement of both parties in writing, which will be executed by both parties.

All of the provisions of this Agreement in favour of the Province and all of the rights and remedies of the Province, either at law or in equity, will survive any expiration or sooner termination of this Agreement.

Nothing in this Agreement operates as a consent, permit, approval or authorization by the Government of the Province of British Columbia or any Ministry or Branch thereof to or for anything related to the Project that by statute, the Recipient is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.

SECTION 22 - ACCEPTANCE

Please indicate acceptance of the Terms and Conditions of this Agreement by dating and executing both copies of this agreement in the space and manner indicated below and returning them to the Director, free of any conditions, at your earliest convenience. Note that in signing or executing below, you are committing to an agreement that is binding on the Wet'suwet'en Matrilineal Coalition.

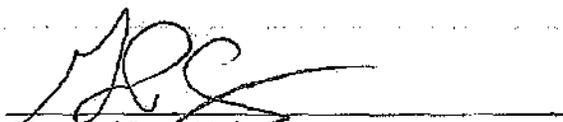
IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the 6 day of June, 2016

SIGNED AND DELIVERED on behalf of the Recipient


Theresa Tait-Day

June 6 2016
Date

SIGNED AND DELIVERED on behalf of the Province;


Giovanni Puggioni
Executive Director
Lands and Resources Branch

June 7 / 2016
Date

SCHEDULE A – SERVICES

The Project

Between

The Ministry of Aboriginal Relations and Reconciliation

And

Wet'suwet'en Matrilineal Coalition

TERM

Notwithstanding the date of execution of this Agreement, the term of this Agreement starts on June 13, 2016 and ends on June 30, 2016.

BACKGROUND

In March 2016 Wet'suwet'en First Nation hosted a two-day gathering that focused on understanding Delgamuukw and bringing the leaders together with a goal of starting unification discussions. The outcome of this event identified a number of areas where Wet'suwet'en leadership can work together to affect change including greater inclusiveness, develop defensible and coherent decision-making processes and improve Nation to community communications.

The Recipient will bring Wet'suwet'en leadership and members together to discuss decision-making processes for economic development opportunities in the next Phase of this project.

PURPOSE and EXPECTED RESULTS

The purpose of this Project is to support the Recipient in hosting a three-day session to bring Wet'suwet'en leadership and members together to discuss decision-making processes for economic development opportunities, specifically natural gas development as that was identified as a gap in the decision-making process.

The three-day event will include a field trip, technical information on natural gas development and the start of discussions on decision-making processes that can be relied upon by both Wet'suwet'en and proponents for future economic opportunities.

The ultimate goal is to bring Wet'suwet'en members back into the information sharing and decision-making process based on the traditional practices but in a modern-day context.

DELIVERABLES

The Recipient will:

1. Engage Four Directions Management Services Ltd. to facilitate a three-day session to discuss decision-making processes for economic development opportunities; and,
2. Provide a written report on the three-day session with recommendations on the process for decision-making processes related to economic developmental opportunities in electronic format to the Province representative by June 30, 2016.

REPORTING

Financial Reporting

Following completion of the Project the Recipient must, no later than June 30, 2016, provide a final financial report including:

- a Project income and expenditure summary which identifies all sources and use of the total Project funds over the duration of the entire Agreement;
- a statement detailing the use of the Province's contributions provided over the duration of the entire Agreement, including an explanation of any financial variances.

Project Reporting

Ongoing Communication

The Recipient must make all reasonable efforts to respond to ad-hoc requests by the Province for information on Project progress. The Recipient must also advise the Province immediately of any substantial events that could impact the Project timeline.

SCHEDULE B

1.0 PAYMENTS

1.1 The Province will pay the Recipient the sum of \$55,700 for the term of this agreement based on the payment schedule below. Payment is conditional upon satisfactory receipt of the documents required to ensure that the deliverables, as set out in Schedule A, are met. Payment schedule is as follows:

Payment Schedule	Payment Amount
Payment 1 shall be paid to the recipient upon receipt and acceptance by the Province of the following: <ul style="list-style-type: none"> • The recipients proposal; and, • Signed transfer agreement. 	\$50,130
Final Payment shall be paid to the recipient upon receipt and acceptance by the Province of the following: <ul style="list-style-type: none"> • Final report to MARR by June 30, 2016 	\$5,570
TOTAL	\$55,700

Any future contributions by the Province under this project are conditional upon receipt of the above within the stated time period and the Recipient having complied with the terms and conditions of this agreement.

1.2 The total aggregate of this agreement shall not exceed \$55,700.

The Wet'suwet'en Matrilineal Coalition is responsible for any Goods and Service Tax (GST), Provincial Sales Tax (PST) any other charges for which the Province has not expressly agreed to accept responsibility under the terms of this Agreement.

SCHEDULE C
CRIMINAL RECORDS CHECKS

The purpose of the *B.C. Criminal Records Review Act* (the "Act") is to help protect children from physical and sexual abuse. The legislation applies to all organizations that work with children and are operated, licensed or receive operating funds from the Provincial Government.

The Act makes a criminal record check mandatory for anyone who works with children. In the Act, "works with children" means:

Working with children directly or having or potentially having unsupervised access to children in the ordinary course of employment or in the practice of an occupation.

The Act defines "child" as an individual under 19 years of age.

In consideration of the above, the Recipient will;

1. comply with all requirements and regulations of the Act;
2. ensure all new and existing employees, volunteers, sub-Recipients comply with the Act including those who have previously completed a criminal records review check; and
3. *maintain and make available to the Province, upon request, documentation showing that the criminal record check requirement, as set out in this Schedule, has been met.*

**Schedule "D"
Insurance**

1. The Recipient shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia and in forms and amounts acceptable to the Province.
 - 1.1 ~~Automobile Liability on all vehicles owned, operated or licensed in the name of the Recipient, and if used for government business, in an amount not less than \$1,000,000.~~
 - 1.2 Comprehensive/Commercial General Liability in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and property damage. The Province is to be an additional insured under this policy. Such insurance shall include, but not be limited to
 - Products and completed Operations Liability;
 - Owner's and Recipient's Protective Liability;
 - Blanket Written Recipient Liability;
 - Contingent Employer's Liability;
 - Personal Injury Liability;
 - Non-Owned Automobile Liability;
 - Cross Liability;
 - Employees as Additional Insured;
 - Broad Form Property Damage; and
 - If applicable, Tenant's Legal Liability in an amount adequate to cover a loss to premises of the Province occupied by the Recipient.
2. The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the Province.
3. The Recipient shall provide the Province with evidence of all required insurance prior to the commencement of the work or services. Such evidence shall be in the form of a completed Province of British Columbia Certificate of Insurance, duly signed by the Insurance Broker and the Insured. When requested by the Province, the Recipient shall provide certified copies of required policies.
4. All required insurance shall be endorsed to provide the province with 30 days advance written notice of cancellation or material change.
5. The Recipient hereby waives all rights of recourse against the Province with regard to damage to the Recipient's property.
6. The Recipient will comply with the *Workers' Compensation Act* legislation for the Province of British Columbia.

SCHEDULE E

Where necessary, Wet'suwet'en Matrilineal Coalition will obtain the informed consent of all clients served under this agreement to allow provincial employees or designates access to personal information in Wet'suwet'en Matrilineal Coalition client case files and all records, printed or electronic related to this agreement for the purposes of contract monitoring, program evaluation and research purposes. Wet'suwet'en Matrilineal Coalition will include the following declaration on their client forms to ensure consent:

"The personal information provided will be accessible to the service provider Wet'suwet'en Matrilineal Coalition and service funder (the provincial government) for the purposes of service delivery, service monitoring, evaluation and research only. Any personal information supplied to either the service provider or service funder is considered confidential and will not be released to any third party without your written consent and will only be reported in aggregated data. Completion and submission of this application form implies consent to this access for such purposes."

Consent will be obtained at the time of application.

From: [Scott, Katie P ABR:EX](#)
To: [Root, Danielle ABR:EX](#)
Subject: FW: Proposal urgent
Date: Monday, June 19, 2017 11:08:04 AM
Attachments: [Phase 1 - MARR .pdf](#)
[ATT00001.htm](#)
[Phase 1 WMC Funding Request .pm.docx](#)
[ATT00002.htm](#)

From: Scott, Katie P ABR:EX
Sent: Wednesday, February 1, 2017 8:17 PM
To: claire@marshallassociates.ca
Subject: Fwd: Proposal urgent

Sent from my iPhone

Begin forwarded message:

From: Pepita McKee <pepita@impactresolutions.ca>
Date: February 1, 2017 at 6:15:23 PM PST
To: Theresa Tait-Day s.22
Cc: "Scott, Katie P ABR:EX" <katie.p.scott@gov.bc.ca>, Sean Burke <sean.burke@impactresolutions.ca>
Subject: Re: Proposal urgent

Hi Theresa,

Please find the current draft (pdf) and the original draft (word) attached.

Pepita

On 2017-02-01, 6:11 PM, "Theresa Tait-Day" s.22 wrote:

Pls resend the original proposal now as we are going through it with Katie

Sent from my iPhone

Activity	Task	# People / # Units	Rates	Cost	Activity Sub-Totals
Drop-in Centre / Meeting and Accommodation Space	Resource	0.5 x2	1400	1400	1400
Workshop 1	IR Team	2 x10x2	115	4600	
	IR Counsellor	1 x10x2	150	3000	
	IR - Flights			2250	
	IR Car Rental	1 x3	100	300	
	Gas - Car Rental			50	
	Meal Allowances (Full-Day)	8 x2	49.05	784.8	
	Meal Allowances (L&D)	8	36.5	292	
	Projector Rental	1 x3	39	117	
	Laptop Rental	1 x3	20	60	
	Stationary / Equipment			0	
	Travel Allowance (Inside Proximity)	3	250	750	
	Travel Allowance (Outside Proximity)	2	1000	2000	14203.8
Workshop 2	IR Team	2 x10x2	115	4600	
	IR Counsellor	1 x10x2	150	3000	
	IR - Flights			2250	
	IR Car Rental	1 x3	100	300	
	Gas - Car Rental			60	
	Meal Allowances (Full-Day)	8 x2	49.05	784.8	
	Meal Allowances (L&D)	8	36.5	292	
	Meal Allowances (Full-Day)	13 x2	49.05	1275.3	
	Private Lodging	13 x3	30	1170	
	Projector Rental	1 x3	39	117	
	Laptop Rental	1 x3	20	50	
	Stationary / Equipment			0	
	Travel Allowance (Inside Proximity)	12	250	3000	
	Travel Allowance (Outside Proximity)	6	1000	6000	22899.1
Workshop 2	IR Team	2 x10x2	115	4600	
	IR Counsellor	1 x10x2	150	3000	
	IR - Flights			2250	
	IR Car Rental	1 x3	100	300	
	Gas - Car Rental			60	
	Meal Allowances (Full-Day)	8 x2	49.05	784.8	
	Meal Allowances (L&D)	8	36.5	292	
	Meal Allowances (Full-Day)	13 x2	49.05	1275.3	
	Private Lodging	13 x3	30	1170	
	Projector Rental	x3	39	117	
	Laptop Rental	1 x3	20	50	
	Stationary / Equipment			0	
	Travel Allowance (Inside Proximity)	12	250	3000	
	Travel Allowance (Outside Proximity)	6	1000	6000	22899.1
TOTAL				60002	60002

Notes

This Centre located at Houston, BC will be utilised as a drop-in Centre for workshops and ad-hoc meetings, a working location for website and social media management and admin training (location includes internet), and accommodation for all IR and WMC team members during PD workshops. This resource will be available for 2-months and is charged at 50% to the Province.

Initial Professional Development workshop for all 5 WMC Directors, facilitated by IR, for 2 days and 3 nights.

Workshop is hosted at the Drop-in Centre. All IR team members are accommodated at the Drop-in Centre.

It is an option for the WMC for accommodation during workshop.

3 IR + 5 WMC

3 IR + 5 WMC

2nd Professional Development workshop for all 5 WMC Directors as well as 13 Elders, facilitated by IR, for 2 days and 3 nights.

Workshop is hosted at the Drop-in Centre. All IR team members are accommodated at the Drop-in Centre.

It is an option for the WMC for accommodation during workshop.

3 IR + 5 WMC

3 IR + 5 WMC

13 Elders

Elders will utilize private lodging.

WMCx3 + Eldersx9

WMCx2 + Eldersx4

3Rd Professional Development workshop for all 5 WMC Directors as well as 13 Elders, facilitated by IR, for 2 days and 3 nights.

Workshop is hosted at the Drop-in Centre. All IR team members are accommodated at the Drop-in Centre.

It is an option for the WMC for accommodation during workshop.

3 IR + 5 WMC

3 IR + 5 WMC

13 Elders

Elders will utilize private lodging.

WMCx3 + Eldersx9

WMCx2 + Eldersx4

Wet'suwet'en Matrilineal Coalition Funding Request

Wet'suwet'en Matrilineal Coalition representing

Hereditary Chiefs, elders, youth and clan members in the Wet'suwet'en Territory (East to Babine Lake; South to Burns Lake; West to Cheslatta Lake; North to Hagwilget)

Project:

Practicing Unity in Oral Traditions and Decisions Regarding Lands and Resources

Amount: Total \$ 181 721.93 CAD

Split between: MARR \$60 573.98 LNGC \$60 573.98 CGL \$60 573.98

Project Description:

Inuk nu'at'en (Wet'suwet'en laws) is our collective Indigenous knowledge. Inuke (ours) nu'at'en (laws that encompasses our history) speaks to the autonomy of our people. Proposed Natural Gas pipelines in the Wet'suwet'en territory has revealed how little clan members understand how decisions are being made on their behalf about lands and resources. In keeping with the United Nations Declaration on the Rights of Indigenous Peoples, this funding request aligns with Federal and Provincial objectives and rebuilds community capacity.

The Wet'suwet'en Matrilineal Coalition (Coalition) need to make themselves more accessible to clan members. The feedback about the Coalition has been positive from participating clan members. Due to a lack of resources, the challenge for the Coalition has been to maintain consistent communications with participating clan members about their activities. With some discussion presently pursued by a single band (Morice town) about whether to approve Coastal GasLink, the Coalition anticipates that clan members will have questions around what is LNG and how will the Project impact already dwindling salmon stocks.

The Coalition's objective is to strengthen trust as an effective organization so clan members feel safe to ask questions about what is happening in the territory. The Coalition wants to develop clarity around how clan members want to be communicated with and how they wish for their feedback to be incorporated into future decisions and planning for the territory. The goal is to increase capacity and develop the tools that youth and elders need to make major social and economic decisions about lands and resources.

The emphasis in phase one will be to build a team and lay the groundwork for systematically improving socio-economic outcomes, with the potential of summarizing this in the form of a communications agreement as part of near future Project Agreement Negotiations with Coastal Gaslink. Time and energy will be placed on nurturing collective decision-making so collaboratively House groups and clan members can create and implement social and economic development opportunities and endeavours.

The challenge for the Coalition Board of Directors (BOD) has been to balance and integrate everyone's unique contributions. The second and equally important challenge for the Coalition BOD has been to provide support for participating clan members to manage and cope with the stress of forming a new organization in a hostile and economically dysfunctional environment. The internal community healing process is necessary before reconciliation with the federal and provincial governments and industry can begin.

Phase 1 - January to April - Goals and Objectives:

- Develop the criteria for building a team made up of the Coalition, an elder's council, community liaisons, an executive director, and the Impact Resolutions (IR) team members
- Identify what projects are complementary to the goal of building social economic development and reconciliation between the 13 House groups and their clan members, on and off reserve
- Identify what the 13 House groups' needs are to facilitate this kind of communication and what is the best

Wet'suwet'en Matrilineal Coalition Funding Request

way to communicate with each other in developing plans for future social and social economic development

January/February

The Coalition along with their partner, IR, plans to identify the Coalition's strengths, weaknesses, opportunities and threats as part of their healing and capacity building sessions.

The Coalition acknowledges that they need to create a strong and healthy foundation where BOD members feel safe and supported by each other to navigate an economically dysfunctional environment. The Coalition want to be able to operationalize a territory-wide opportunity and needs assessment. What do the BOD need to be successful? The Coalition have identified the need to form a group of healthy elders to act as guides for participating clan members and the BOD.

Secondly, the Coalition identifies the need to create opportunities for information exchanges that may include planning for in-house engagements with individuals and family clan members and finalizing a website for the Coalition to share information about their updates. Creating contact lists and identifying and building teams to visit with families and individuals takes much time. The initial round of visits will include participants who have participated in previous Coalition hosted community meetings.

With regard to which persons might be relevant for the Coalition to meet with, below are some points that may be explored in an initial workshop meeting together:

- It is an option to meet with the 13 House group Hereditary Chiefs at least a couple of times prior to the development of such a communications protocol, to ensure sufficient opportunity for all clan members to both hear and ask questions about the plan, and to engage in discussions of the plan, and to understand which persons would be the most appropriate for them to nominate as persons to be communicated with.
- It is an option to consider the pros and cons of having 13 community liaisons to facilitate communication about these social and economic development proposals, and to consider the experiences – good or bad - of the 13 community liaison model.
- Would clan members prefer the Coalition to attend already established House Group meetings that are conducted monthly?
- The Coalition could bring the information to each house group separately, which may lead to further modes of communication being agreed upon.
- Similar to the BCCI Application submitted December 5th, the IR team would continue to work in the background to develop proposals for future funding.

February

The Coalition plans to have frequent meetings with each House. Beginning in February, the Coalition will travel East to Babine Lake; South to Burns Lake; West to Cheslatta Lake; and North to Hagwilget to visit with individuals and families at a place convenient and comfortable for them. The Coalition will explore questions such as: What do clan members want for economic development? How do we form a bond with our band councils on and off reserve? How do we ensure that off reserve clan members are part of this conversation? How do we strengthen our relationship with the OW?

March

Information will be collected about preferences for how clan members wish to be consulted with by industry and government. Information will also be shared with clan members about what is a referendum. The Coalition will

Wet'suwet'en Matrilineal Coalition Funding Request

collaborate with the Band(s) (WFN, MIB, ST, etc.) to develop questions and answers about the referendum. Information exchanges between the Coalition and clan members may also inform the agenda for a community meeting hosted by Coastal GasLink and LNG Canada.

The Coalition activities in January and February will create space for industry and government to interact and collaborate with Wet'suwet'en clan members.

Community Impact/Benefits:

- Capitalizes on potential economic opportunities and marketable skills
- Increases capacity to raise funds for community investments
- Provides meaningful short-term team building and reconciliation through in-house cultural exchanges
- Developing and nurturing relationships among COALITION, Governments, Industry, and Elders, many of whom are Hereditary Chiefs.

Business Impact/Benefits:

- Assists the Coalition to identify local aboriginal and non-aboriginal contractors across the territory and off and on reserve
- Assists the Coalition to identify the capacity of the local Aboriginal work force with relevant skills training
- Creates an opportunity for industry through the Coalition to draw on a skilled workforce for employment
- Demonstrates values around collaboration, innovation, integrity and responsibility
- Wet'suwet'en clan members are affected by major projects such as the Prince Rupert Gas Transmission Project, Pacific Trails Pipeline Project and the Coastal GasLink project

Creating a sense of unity and community amongst the 13 houses and bands will enable the Wet'suwet'en to capitalize on potential economic opportunities and benefits more easily.

Rationale

- Reconciliation must be built with the restoration of prosperity within Wet'suwet'en communities. All Wet'suwet'en can then take advantage of economic opportunities
- In keeping with the United Nations Declaration Rights of Indigenous Peoples, this aligns with Federal and Provincial objectives and rebuilds local community capacity
- Community members can access employment opportunities and educate themselves to successfully advocate for Major Projects
- Employment skills include team building, time management and skills training for Wet'suwet'en clan members
- Clan members can build unity among on and off reserve populations and connect with their culture directly from their peers who have lived off the land, for generations

Wet'suwet'en Matrilineal Coalition Funding Request

Proposed Budget			
Date	Activity	Amount	Request Of
January	Initial Website Development & Coaching/Monitoring/Social Media Channels/Microsoft Office & Email Exchange Administration	Website Development 18 h @ 115.00 per hour = \$2070.00 Maintenance and updates/coaching three people @5 hours per week for three months 60 h @ 115.00 per hour = \$6 900.00 3 ppl x 5 hours per week @ 25.00 dollars per hour per person = \$4 500.00	MARR/CGL/LNGC Total: \$ 13 470.00 CAD
January	Initial Three Day Workshop b/t Coalition (Theresa, Darlene, Gloria, Helen & Herb) & IR (Sean, Pepita & Peggy): Team Building, Professional Development, Developing Job Descriptions, Clan Contact Lists, Engagement Planning, Develop Print Materials for Road Show	IR Team = \$11400.00 for three days for three people IR Team Travel = \$2 250.00 IR Car Rental = \$444.20 House Rental/Workshop Space = \$1000.00 for three days Catering Costs = \$1440.00 for three days (8ppl) Equipment/Printing/Internet = \$300.00 Honorarium = local proximity (4 ppl) \$150 and outside proximity (1 p) \$1000.00	MARR/CGL/LNGC Total: \$19 934.20 CAD
January/ February	First Road Show East to Babine Lake; South to Burns Lake; West to Cheslatta Lake; North to Hagwilget Print Materials for Roadshow: Final Edits, Printed and Couriered to Smithers	For one week, the Coalition (2ppl) (sharing a vehicle) visits previous participants and ideally attending already established House Group Meetings <ul style="list-style-type: none"> • A snowball approach where further contacts will be made • Introducing who the Coalition is and the website for further information and updates • Identifying liaisons and elder circle participants Gas = 300 dollars for five-day tour Honorarium = 250 dollars per day for two people times five = \$2 500.00 Accommodation = 150 per night for two people \$ 1200.00 CAD Per Diem = 90 per day for two people = \$900.00 Total: \$4900.00 Catering/gift per meeting = \$150 at 13 meetings = \$1950.00 Four Pager Glossy Print Materials 500 copies = \$200.00 + \$780.00 + (service) \$2.00 + (taxes) \$147.30 = \$ 1129.30 Courier from PG to Smithers = PG to Smithers \$150 Printing and Courier: \$1 279.30	MARR/CGL/LNGC Total: \$8 129.30 CAD
February	Second Three Day Workshop b/t Coalition (Theresa, Darlene, Gloria, Helen & Herb), IR (Sean, Pepita & Peggy), Identified Liaisons and Elder Circle Participants: Team Building, Professional	IR Team = \$11400.00 for three days for three people IR Team Travel = \$2 250.00 IR Car Rental = \$444.20 House Rental/Workshop Space = \$1000.00 for three days Catering Costs = \$3000.00 for three days (21 ppl) Equipment/Printing/Internet = \$300.00	MARR/CGL/LNGC

Wet'suwet'en Matrilineal Coalition Funding Request

	<p>Elders Circle, IR) and LNGC, CGL</p> <p>Assumptions: 200 ppl will attend Travel Honorarium is covered and managed/distributed by CGL/TC</p>	<p>Total: \$1600.00 Liaisons and Elder Circle Honorarium (13 ppl) \$150 per person, per day for three days Total: \$1950 dollars</p> <p>IR Project Management, Facilitation and M/C Costs (3 ppl): \$2650.00 IR Team Travel = \$2 250.00 IR Car Rental = \$444.19 IR Per Diem \$90 per day for 3 ppl = \$270.00</p> <p>2 times driver fee per day: \$1000.00 2 x 13 passenger Van per day: \$700.00</p> <p>Not included in this calculation: Individual Participant Honorarium (200 ppl approximately) paid at end of meeting \$100 dollars – additional cheques may be needed for unexpected participation Neandross Presentation LNGC & CGL travel and accommodation</p>	<p>Total: \$ 20 064.20 CAD</p>
<p>March</p>	<p>Third Road Show – follow up East to Babine Lake; South to Burns Lake; West to Cheslatta Lake; North to Hagwilget</p>	<p>For one week, the Coalition & Liaisons (4ppl) (2 cars 2 per vehicle) visits previous participants and attending already established House Group Meetings and established list of contacts</p> <ul style="list-style-type: none"> • Gathering information and feedback about previous Coalition Road Shows and community meeting focused on LNGC and CGL • Do they support the Coalition's activities and engagement approaches? What would they like to keep or change going forward? • Do they support CGL? How would clan members like to show support of the CGL project? <p>Gas = 600 dollars for five-day tour Honorarium = 250 dollars per day for four people times five = \$5 000.00 Accommodation = 150 per night for two people \$ 2400.00 CAD Per Diem = 90 per day for four people = \$1800.00 Total: \$ 9 800.00</p> <p>Catering/gift per meeting = \$150 at 13 meetings = \$1950.00</p>	<p>MARR/CGL/LNGC</p> <p>Total: \$11 750.00 CAD</p>
		<p>Sub Total (not including LNGC & CGL costs and Science Guy)</p>	<p>\$139 786.10 CAD</p>
		<p>Contingency @ 30%</p>	<p>\$41 935.83 CAD</p>
		<p>Total</p>	<p>\$181 721.93 CAD</p>

Wet'suwet'en Matrilineal Coalition Funding Request

From: [Scott, Katie P ABR:EX](#)
To: [Root, Danielle ABR:EX](#)
Subject: FW: Mar 20 meeting with MJR and Matrilineal Coalition
Date: Monday, June 19, 2017 11:05:56 AM

From: Scott, Katie P ABR:EX
Sent: Friday, March 17, 2017 10:30 AM
To: Howie, Matthew ABR:EX
Subject: RE: Mar 20 meeting with MJR and Matrilineal Coalition
Yes, but later. MJR met with these folks in January and is well versed on the issue

From: Howie, Matthew ABR:EX
Sent: Friday, March 17, 2017 10:29 AM
To: Scott, Katie P ABR:EX
Subject: RE: Mar 20 meeting with MJR and Matrilineal Coalition
Thanks, Katie. Are you able to do up a few bullets today?

Matthew Howie
A/Senior Executive Assistant to
Doug Caul, Deputy Minister
Ministry of Aboriginal Relations & Reconciliation
Phone: 250-356-1394

From: Scott, Katie P ABR:EX
Sent: Friday, March 17, 2017 10:24 AM
To: Howie, Matthew ABR:EX
Cc: French, Shawna ABR:EX
Subject: RE: Mar 20 meeting with MJR and Matrilineal Coalition
It will just be the work underway that BC is funding the Coalition to complete

From: Howie, Matthew ABR:EX
Sent: Friday, March 17, 2017 9:33 AM
To: Scott, Katie P ABR:EX
Cc: Howie, Matthew ABR:EX; French, Shawna ABR:EX
Subject: RE: Mar 20 meeting with MJR and Matrilineal Coalition
Importance: High

Hi Katie,
Did you get meeting topics in your call yesterday?
Also, I'm so sorry but I forgot to mention we'll need some bullets (though, I suppose you wouldn't have been able to work on them until after your call, anyway). Are you able to put something together? You can just email the topics and some bullets to me and I can put them into a template.

Matthew Howie
A/Senior Executive Assistant to
Doug Caul, Deputy Minister
Ministry of Aboriginal Relations & Reconciliation
Phone: 250-356-1394

From: Scott, Katie P ABR:EX
Sent: Wednesday, March 15, 2017 10:47 AM
To: Howie, Matthew ABR:EX
Subject: Re: Mar 20 meeting with MJR and Matrilineal Coalition
Will do

Sent from my iPhone

On Mar 15, 2017, at 10:40 AM, Howie, Matthew ABR:EX <Matthew.Howie@gov.bc.ca> wrote:

In your call with Teresa later, can you please also confirm meeting topics for the Mar 20 meeting?

Matthew Howie
A/Senior Executive Assistant to
Doug Caul, Deputy Minister
Ministry of Aboriginal Relations & Reconciliation
Phone: 250-356-1394

From: Scott, Katie P ABR:EX
Sent: Wednesday, March 15, 2017 10:06 AM
To: Howie, Matthew ABR:EX
Cc: Hofsink, Norma ABR:EX; Ambus, Lisa ABR:EX; French, Shawna ABR:EX; Robertson, Linda G ABR:EX
Subject: Re: Mar 20 meeting with MJR and Matrilineal Coalition
Meeting confirmed for 1:30 on Monday in the Raven Room at the Nora Building on Alfred Street.

Theresa thinks that Herb Naziel and Darlene Glaim will accompany her. I will be meeting with Theresa later today so will confirm after I see her again.

Sent from my iPhone

On Mar 15, 2017, at 9:53 AM, Howie, Matthew ABR:EX <Matthew.Howie@gov.bc.ca> wrote:

Hi Katie,

Thanks for contacting the Matrilineal Coalition and confirming that they can attend on Mar 20. I spoke with MO and confirmed that the time for the Mar 20 meeting in Smithers will be 1:30 – 2:15 PM (45 minutes).

Lisa—in Linda’s absence, can you please advise if any regional Smithers staff can attend this Mar 20, 1:30 – 2:15 meeting in Smithers to support MJR? Not sure if Katie would be able to travel to Smithers (i.e if it’s feasible) but MO would like staff to attend the meeting, so local regional staff might be simpler.

Norma—can you please book a room at the Smithers office for this meeting, and let me know once booked?

Katie—can you please confirm all attendee names from the Coalition?

Matthew Howie
A/Senior Executive Assistant to
Doug Caul, Deputy Minister
Ministry of Aboriginal Relations & Reconciliation
Phone: 250-356-1394

From: Scott, Katie P ABR:EX
Sent: Wednesday, March 15, 2017 9:46 AM
To: Howie, Matthew ABR:EX
Subject: Fwd: Meeting: Matrilineal Coalition
Sorry Matt - should have made a call to Norma Hofsink to set up a meeting room for 130 on Monday. Theresa of the WMC has confirmed

the meeting as well.

Sent from my iPhone

Begin forwarded message:

From: "Scott, Katie P ABR:EX" <katie.p.scott@gov.bc.ca>
Date: March 15, 2017 at 9:42:14 AM PDT
To: "French, Shawna ABR:EX" <Shawna.French@gov.bc.ca>
Cc: "Howie, Matthew ABR:EX" <Matthew.Howie@gov.bc.ca>, "Nash, Laurel ABR:EX" <Laurel.Nash@gov.bc.ca>
Subject: Re: Meeting: Matrilineal Coalition

We are set for 1:30 on Monday. I will arrange a room at the Nora building

Sent from my iPhone

On Mar 15, 2017, at 9:36 AM, French, Shawna ABR:EX <Shawna.French@gov.bc.ca> wrote:

Hi Katie,
I understand Laurel was in touch about this yesterday. The MO has now asked for the meeting to be scheduled, if possible. Could we trouble you to please reach out to the WMC to see about their availability, as follows below?
Date: Monday, March 20
Time: afternoon, 1:30pm
Location: the MO would book a room in the Smithers regional office for the meeting.
Please let me/Matt know the outcome of the outreach.

Thank you very much,
Karen Williams (for Shawna French)

From: [Scott, Katie P ABR:EX](#)
To: [Root, Danielle ABR:EX](#)
Subject: FW: Bullets for MJR meeting with WMC
Date: Monday, June 19, 2017 11:03:22 AM

From: Scott, Katie P ABR:EX
Sent: Monday, June 19, 2017 11:00 AM
To: Root, Danielle ABR:EX
Subject: FW: Bullets for MJR meeting with WMC

From: Scott, Katie P ABR:EX
Sent: Friday, March 17, 2017 3:57 PM
To: Howie, Matthew ABR:EX
Subject: Bullets for MJR meeting with WMC

- Meeting with Wet'suwet'en Matrilineal Coalition (WMC) organized for Monday, March 20th 1:30 in the Smithers Regional MARR office Nora Building on Alfred Street (Raven Room)
- In attendance from WMC: Theresa Tait Day, Herb Naziel, Darlene Glaim
- Katie Scott to provide support to MJR
- MARR has provided \$60K in support of the WMC unity project; CGL and LNG Canada also provided funding to the project
- WMC will provide an update on the work undertaken to date

Katie Scott
Negotiator
250-953-4757 (Office)
250-812-2570 (Cell)

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**From:** [Scott, Katie P ABR:EX](#)  
**To:** [Root, Danielle ABR:EX](#)  
**Subject:** FW: 17Jan3 WMC Template Bullets.docx  
**Date:** Monday, June 19, 2017 11:02:10 AM  
**Attachments:** 16Dec2 to Minister Rustad Letter from WMC.pdf

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**From:** Scott, Katie P ABR:EX  
**Sent:** Tuesday, January 3, 2017 11:27 AM  
**To:** Robertson, Linda G ABR:EX  
**Subject:** RE: 17Jan3 WMC Template Bullets.docx  
See incoming

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**From:** Robertson, Linda G ABR:EX  
**Sent:** Tuesday, January 3, 2017 11:23 AM  
**To:** Scott, Katie P ABR:EX  
**Subject:** RE: 17Jan3 WMC Template Bullets.docx  
Happy new year yourself.

---

**From:** Scott, Katie P ABR:EX  
**Sent:** Tuesday, January 3, 2017 11:09 AM  
**To:** Robertson, Linda G ABR:EX  
**Subject:** 17Jan3 WMC Template Bullets.docx  
Hi Linda, this is due in Laurel's office today – I got the request this morning. If you have a moment, can you take a quick look. Oh, and Happy New Year. Katie

**From:** [Scott, Katie P ABR:EX](#)  
**To:** [Root, Danielle ABR:EX](#)  
**Subject:** FW: Jan 16 Meeting Summary b/t Minister Rustad and Wet'suwet'en Matrilineal Coalition  
**Date:** Monday, June 19, 2017 11:01:21 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[2017 Jan 16 Meeting with Minister .pdf](#)

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**From:** Nash, Laurel ABR:EX  
**Sent:** Wednesday, January 18, 2017 6:52 PM  
**To:** Scott, Katie P ABR:EX  
**Subject:** FW: Jan 16 Meeting Summary b/t Minister Rustad and Wet'suwet'en Matrilineal Coalition  
For follow up please. thanks

*Laurel Nash*

ADM, Strategic Partnerships and Initiatives Division  
MARR  
(250) 953 4004 or (250) 508 1670

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**From:** Ehl, Cameron ABR:EX  
**Sent:** Wednesday, January 18, 2017 5:19 PM  
**To:** Nash, Laurel ABR:EX  
**Subject:** Fw: Jan 16 Meeting Summary b/t Minister Rustad and Wet'suwet'en Matrilineal Coalition  
FYI.

Cam Ehl

Chief of Staff to the Honourable John Rustad,  
Minister of Aboriginal Relations & Reconciliation  
Province of British Columbia

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**From:** Pepita McKee <[pepita@impactresolutions.ca](mailto:pepita@impactresolutions.ca)>  
**Sent:** Wednesday, January 18, 2017 1:51 PM  
**To:** Ehl, Cameron ABR:EX  
**Cc:** Theresa Tait-Day; Gloria George; Darlene Glaim; Sean Burke  
**Subject:** Jan 16 Meeting Summary b/t Minister Rustad and Wet'suwet'en Matrilineal Coalition  
Hi Cam,

For your records, please find the January 16 meeting summary between Minister Rustad and the Wet'suwet'en Matrilineal Coalition. If you should need clarification on anything at all, do not hesitate to ask. Please forward this to Minister Rustad and Katie on our behalf.

We look forward to hearing from you next week.

Sincerely,  
Pepita



**Pepita Elena McKee | Founder and Operations Manager**

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Page 63

Withheld pursuant to/removed as

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s.16

Page 65

Withheld pursuant to/removed as

s.16

**From:** [Scott, Katie P ABR:EX](#)  
**To:** [Root, Danielle ABR:EX](#)  
**Subject:** FW: WMC - Cost-shre agreement  
**Date:** Monday, June 19, 2017 11:00:18 AM  
**Attachments:** TP17LNG155 - SCA - Wetsuweten Matrilineal Coalition - Community Engagment 2 - Feb 2017.doc

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**From:** Scott, Katie P ABR:EX  
**Sent:** Wednesday, February 8, 2017 10:02 AM  
**To:** 'Pepita McKee'  
**Cc:** 'Theresa Tait-Day'; 'Darlene glaim'; 'Gloria George'; 'Sean O'Keefe'  
**Subject:** FW: WMC - Cost-shre agreement  
Hi Pepita, can you get this to Theresa to sign and then get it back to me. I just got approval from our policy shop today – Laurel will sign it after Theresa does. Thanks so much, Katie



**Agreement #:** TP17LNG155

**Project Title:** PRACTICING UNITY IN ORAL TRADITIONS AND DECISIONS REGARDING LANDS AND  
RESOURCES

THIS AGREEMENT dated for reference the 3rd day of February, 2017.

**BETWEEN**

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH  
COLUMBIA, represented by the Minister of Aboriginal Relations and  
Reconciliation

(the “Province”)

**AND**

Wet’suwet’en Matrilineal Coalition

(the “Recipient”)

The parties to this Agreement (the “Parties”) agree as follows:

**SECTION 1 - DEFINITIONS**

1. Where used in this Agreement

- (a) “Business Day” means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) “Financial Contribution” means the total aggregate value stipulated in Schedule B;
- (c) “Material” means all findings, data, reports, documents, records and material, (both printed and electronic, including but not limited to, hard disk or diskettes), whether complete or otherwise, that have been produced, received, compiled or acquired by, or provided by or on behalf of the Province to, the Recipient as a direct result of this Agreement, but does not include:
  - i. Client case files or Personal Information as defined in the Freedom of Information and Protection of Privacy Act; or
  - ii. Property owned by the Recipient.

- (d) "Project" means the project described in Schedule A;
- (e) "Refund" means any refund or remission of federal or provincial tax or duty available with respect to any items that the Province has paid for or agreed to pay for under this Agreement.
- (f) "Services" means the services described in Schedule A;
- (g) "Term" means the duration of the Agreement stipulated in Schedule A.

## **SECTION 2 - APPOINTMENT**

The Recipient must will carry out and complete the Project described in Schedule A and may use the Province's funding only for the purpose (specified in Schedule A) of defraying Eligible Costs incurred by the Recipient in carrying out and completing the Project.

## **SECTION 3 – PAYMENT OF FINANCIAL CONTRIBUTION**

Subject to the provisions of this Agreement, the Province will pay the Recipient in the amount, and at the times set out in Schedule B.

The Province has no obligation to make the Financial Contribution unless the Recipient has complied with the criteria set out in Schedule A.

Notwithstanding any other provision of this Agreement the payment of the Financial Contribution by the Province to the Recipient pursuant to this Agreement is subject to:

- (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* ("FAA"), to enable the Province, in any fiscal year when any payment of money by the Province to the Recipient falls due pursuant to this Agreement, to make that payment; and
- (b) Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in subparagraph (a) of this paragraph.

The Recipient must:

- (a) apply for, and use reasonable efforts to obtain, any available Refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Recipient as a result of this Agreement that the Province has paid or reimbursed to the Recipient or agreed to pay or reimburse to the Recipient under this Agreement; and
- (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province, or deduct that amount from the next request for payment under this Agreement.

The previous paragraph continues in force indefinitely, even after this Agreement expires or is terminated.

The Recipient is responsible for any Provincial Sales Tax (PST) and Goods and Services Tax (GST) and any other charges for which the Province has not expressly agreed to accept responsibility under the terms of this Agreement.

The Recipient must declare any amounts owing to the government under legislation or an agreement. Amounts due to the Recipient under this Agreement may be set-off against amounts owing to the government.

## **SECTION 4 - REPRESENTATIONS AND WARRANTIES**

The Recipient represents and warrants to the Province, with the intent that the Province rely on it in entering into this Agreement, that

- (a) all information, statements, documents and reports furnished or submitted by the Recipient to the Province in connection with this Agreement are true and correct;
- (b) the Recipient has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, the Recipient's properties, assets, condition (financial or otherwise), business or operations or its ability to fulfill its obligations under this Agreement; and
- (c) the Recipient is not in breach of, or in default under, any law of Canada or of the Province of British Columbia applicable to or binding on it.

All statements contained in any certificate, application, proposal or other document delivered by or on behalf of the Recipient to the Province under this Agreement or in connection with any of the transactions contemplated by it are deemed to be representations and warranties by the Recipient under this Agreement.

All representations, warranties, covenants and agreements made in this Agreement and all certificates, applications or other documents delivered by or on behalf of the Recipient are material, have been relied on by the Province, and continue in effect during the continuation of this Agreement.

## **SECTION 5 - INDEPENDENT RELATIONSHIP**

No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or by any actions of the Parties pursuant to this Agreement.

The Recipient will be an independent and neither the Recipient nor its servants, agents or employees will be the servant, employee, or agent of the Province.

The Recipient will not, in any manner whatsoever, commit or purport to commit the Province to the payment of money to any person, firm, or corporation.

The Province may, from time to time, give instructions to the Recipient in relation to the carrying out of the Services, and the Recipient will comply with those instructions but will not be subject to the control of the Province regarding the manner in which those instructions are carried out except as specified in this Agreement.

## **SECTION 6 – RECIPIENT’S OBLIGATIONS**

The Recipient will:

- (a) carry out the Services in accordance with the terms of this Agreement during the Term stated in Schedule A;
- (b) comply with the payment requirements set out in Schedule B, including all requirements concerning the use, application and expenditure of the payments provided under this Agreement;
- (c) comply with all applicable laws;
- (d) hire and retain only qualified staff;
- (e) without limiting the provisions of subparagraph (c) of this Section carry out criminal record checks as required by the Criminal Records Review Act, in accordance with Schedule C;
- (f) unless agreed otherwise, supply, at its own cost, all labour, materials and approvals necessary to carry out the Services;
- (g) unless agreed otherwise, retain ownership to all assets acquired or intangible property created in the process of carrying out this Agreement;
- (h) co-operate with the Province in making public announcements regarding the Services and the details of this Agreement that the Province requests; and
- (i) acknowledge the financial contribution made by the Province to the Recipient for the Services in any Materials, by printing on each of the Materials the following statement:

*"We gratefully acknowledge the financial support of the Province of British Columbia" through the Ministry of Aboriginal Relations and Reconciliation"*

## **SECTION 7 - RECORDS**

The Recipient will:

- (a) establish and maintain accounting and administrative records in form and content satisfactory of the Province, to be used as the basis for the calculation of amounts owing;
- (b) establish and maintain books of account, invoices, receipts and vouchers for all expenses incurred in form and content satisfactory to the Province;

- (c) permit the Province, for monitoring and audit purposes, at all reasonable times, upon reasonable notice, to enter any premises used by the Recipient to deliver the Services or keep any documents or records pertaining to the Services, in order for the Province to inspect, audit, examine, review and copy any findings, data, specifications, drawings, working papers, reports, surveys, spread sheets, evaluations, documents, databases and material, (both printed and electronic, including, but not limited to, hard disk or USBs'), whether complete or not, that are produced, received or otherwise acquired by the Recipient as a result of this Agreement.
- (d) if applicable, obtain the consent of clients to allow provincial employees or designates access to client case files for the purposes of service monitoring and evaluation and research purposes, as outlined in Schedule E.

The Parties agree that the Province does not have control, for the purpose of the *Freedom of Information and Protection of Privacy Act*, of the records held by the Recipient.

## **SECTION 8 - NON EXPENDED FINANCIAL CONTRIBUTION**

At the sole option of the Province, any portion of the Financial Contribution provided to the Recipient under this Agreement and not expended at the end of the Term shall be:

- (a) returned by the Recipient to the Minister of Finance; or
- (b) retained by the Recipient as supplemental funding provided for under an amendment to this Agreement; or
- (c) deducted by the Province from any future funding requests submitted by the Recipient and approved by the Province.

## **SECTION 9 - CONFLICT OF INTEREST**

The Recipient will not, during the Term, perform a service for or provide advice to any person, or entity where the performance of such service or the provision of the advice may, in the reasonable opinion of the Province, give rise to a conflict of interest between the obligations of the Recipient to the Province under this Agreement and the obligations of the Recipient to such other person or entity.

## **SECTION 10 - CONFIDENTIALITY**

The Recipient will treat as confidential all information and material supplied to or obtained by the Recipient, or any third party, as a result of this Agreement and will not, without the prior written consent of the Province, except as required by applicable law, permit its disclosure except to the extent that such disclosure is necessary to enable the Recipient to fulfill its obligations under this Agreement.

## **SECTION 11 - DEFAULT**

Any of the following events will constitute an Event of Default,:

- (a) the Recipient fails to comply with any provision of this Agreement;
- (b) any representation or warranty made by the Recipient in accepting this Agreement is untrue or incorrect;
- (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the Recipient pursuant to or as a result of this Agreement is untrue or incorrect;
- (d) the Recipient ceases, in the opinion of the Province, to operate;
- (e) a change occurs with respect to any one or more, including all, of the properties, assets, condition (financial or otherwise), business or operations of the Recipient which, in the opinion of the Province, materially adversely affects the ability of the Recipient to fulfill its obligations under this Agreement;
- (f) an order is made or a resolution is passed or a petition is filed for the liquidation or winding up of the Recipient;
- (g) the Recipient becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
- (h) a bankruptcy petition is filed or presented against, or a proposal under *the Bankruptcy and Insolvency Act* (Canada) is made by, the Recipient;
- (i) a receiver or receiver-manager of any property of the Recipient is appointed; or
- (j) the Recipient permits any sum which is not disputed to be due by it to remain unpaid after legal proceedings have been commenced to enforce payment thereof.

## **SECTION 12 – RESULTS OF AN EVENT OF DEFAULT**

Upon the occurrence of any Event of Default and at any time thereafter that the Province may, despite any other provision of this Agreement, at its option, elect to do any one or more of the following:

- (a) terminate this Agreement, in which case the payment of the amount required under the last paragraph of Section 12 of this Agreement will discharge the Province of all liability to the Recipient under this Agreement;
- (b) require the Event of Default be remedied within a time period specified by the Province;
- (c) suspend any installment of the Financial Contribution or any amount that is due to the Recipient while the Event of Default continues;

- (d) waive the Event of Default;
- (e) require repayment of any portion of the Financial Contribution not spent in accordance with this Agreement;
- (f) pursue any other remedy available at law or in equity.

The Province may also, at its option, either:

- (a) terminate this Agreement on 30 days written notice, without cause; or
- (b) terminate this Agreement immediately if the Province determines that the Recipient's failure to comply places the health or safety of any person at immediate risk;

and in either case, the payment of the amount required under the last paragraph of Section 12 of this Agreement will discharge the Province of all liability to the Recipient under this Agreement.

Where this Agreement is terminated before 100% completion of the Project, the Province will pay to the Recipient that portion of the Financial Contribution which is equal to the portion of the Project completed to the satisfaction of the Province prior to termination.

## **SECTION 13 – DISPUTE RESOLUTION**

Dispute resolution process:

In the event of any dispute between the Parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the Parties otherwise agree in writing:

- (a) the Parties must initially attempt to resolve the dispute through collaborative negotiation;
- (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the Parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
- (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

Location of arbitration or mediation:

Unless the Parties otherwise agree in writing, an arbitration or mediation under the aforementioned dispute resolution process will be held in Victoria, British Columbia.

Unless the Parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the Parties must share equally the costs of a mediation or arbitration under the aforementioned dispute resolution process other than those costs relating to the production of expert evidence or representation by counsel.

## **SECTION 14 – INSURANCE AND INDEMNITY**

### **Insurance**

During the Term of this Agreement, the Recipient will provide, maintain and pay for insurance as specified in Schedule D, which may be amended from time to time at the sole discretion of the Province.

Without limiting the provisions of subparagraph (c) of Section 6, the Recipient will comply with the Workers' Compensation Legislation for the Province of British Columbia.

The Recipient must indemnify and save harmless the Province, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, cost and expenses that the Province may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Recipient, or of any agent, employee, officer, director or sub-contractor of the Recipient pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the Province.

## **SECTION 15 – ASSIGNMENT AND SUB-CONTRACTING**

The Recipient will not, without the prior, written consent of the Province:

- (a) assign, either directly or indirectly, this Agreement or any right of the Recipient under this Agreement; or
- (b) sub-contract any obligation of the Recipient under this Agreement.

No sub-contract entered into by the Recipient will relieve the Recipient from any of its obligations, including Section 6, under this Agreement or impose upon the Province any obligation or liability arising from any such sub-contract.

This Agreement will be binding upon the Province and its assigns and the Recipient, the Recipient's successors and permitted assigns.

## **SECTION 16 - REPAYMENT OR REDUCTIONS**

An amount paid by the Province to the Recipient or which is treated as such pursuant to the terms of this Agreement, and to which the Recipient is not entitled according to the terms of this Agreement is repayable to the Province and until repaid constitutes a debt due to the Province.

## **SECTION 17 – OTHER FUNDING**

If the Recipient receives funding for or in respect of the Services from any person, firm, corporation or other government or governmental body, then the Recipient will immediately provide the Province with full and complete details thereof.

## **SECTION 18 - NOTICES**

Where in this Agreement any notice or other communication is required to be given by any of the Parties, it will be made in writing. It will be effectively given:

- (a) by delivery, to the address of the Party set out below, on the date of delivery;
- (b) by pre-paid registered mail, to the address of the Party set out below, on the fifth business day after mailing;
- (c) by facsimile, to the facsimile number of the Party mentioned in this Agreement, on the date the facsimile is sent; or
- (d) by e-mail, to the e-mail address of the Party mentioned in this Agreement, on the date the e-mail is sent.

The contact details of the Parties are

**Province:** Ministry of Aboriginal Relations and Reconciliation  
c/o Katie Scott  
3<sup>rd</sup> Floor, 2957 Jutland Road  
Victoria, BC V8T 5J0  
[Katie.Scott@gov.bc.ca](mailto:Katie.Scott@gov.bc.ca)  
Phone: 250 953-4757

**Recipient:** Theresa Tait-Day  
Wet'suwet'en Matrilineal Coalition  
301- 1665 Ellis Street  
Kelowna, BC V1Y 2B3  
[theresataitday@gmail.com](mailto:theresataitday@gmail.com)  
Phone: 778 202-0531

The address, phone number, facsimile number, or email set out above may be changed by notice in the manner set out in this provision.

## **SECTION 19 - NON-WAIVER**

No term or condition of this Agreement and no breach by the Recipient of any term or condition will be deemed to have been waived unless such waiver is in writing signed by the Province and the Recipient.

The written waiver by the Province of any breach by the Recipient of any term or condition of this Agreement will not be deemed to be a waiver of any other provision of any subsequent breach of the same or any other provision of this Agreement.

**SECTION 20 – ENTIRE AGREEMENT**

The Schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those Schedules) are part of this Agreement.

**SECTION 21 - MISCELLANEOUS**

All of the provisions of this Agreement in favour of the Province and all of the rights and remedies of the Province, either at law or in equity, will survive any expiration or sooner termination of this Agreement.

Nothing in this Agreement operates as a consent, permit, approval or authorization by the Province thereof to or for anything related to the Project that by law, the Recipient is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.

**SECTION 22 – EXECUTION AND DELIVERY OF AGREEMENT**

This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each Party and that executed copy being delivered to the other Party by a method provided for in Section 18 or any other method agreed to by the Parties.

The Parties have executed this Agreement as follows:

**SIGNED AND DELIVERED on behalf of the Recipient**

\_\_\_\_\_  
Signature of Recipient's Signing Authority

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
Theresa Tait-Day

**SIGNED AND DELIVERED on behalf of the Province,**

\_\_\_\_\_  
Signature of Province's Signing Authority

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
Laurel Nash, Assistant Deputy Minister

## **SCHEDULE A – SERVICES**

### **The Project**

#### **TERM**

Notwithstanding the date of execution of this Agreement, the Term of this Agreement starts on February 3, 2017 and ends on March 31, 2017.

#### **BACKGROUND**

Proposed Natural Gas pipelines in the Wet'suwet'en territory has revealed how little clan members understand how decisions are being made on their behalf about lands and resources. In keeping with the United Nations Declaration on the Rights of Indigenous Peoples, this Project aligns with Federal and Provincial objectives and rebuilds Wet'suwet'en community capacity. Inuk nu'at'en (Wet'suwet'en laws) is the collective Indigenous knowledge for Wet'suwet'en people. Inuke (ours) nu'at'en (laws that encompasses our history) speaks to the autonomy of Wet'suwet'en people.

#### **PROJECT**

The Recipient's objective is to build trust through effective communication to facilitate clan engagement in discussions regarding natural resource development opportunities in the Wet'suwe'ten territory. The Recipient will develop clarity around how clan members want to be communicated with and how they wish for their feedback to be incorporated into future decisions and planning for the territory. The goal is to increase capacity and develop the tools that youth and elders need to make major social and economic decisions about lands and resources.

The emphasis in phase one will be to build a team and lay the groundwork for systematically improving socio-economic outcomes.

The challenge for the Recipient's Board of Directors (BOD) will be to balance and integrate everyone's unique contributions. The second and equally important challenge for the BOD will be to provide support for participating clan members to manage and cope with the stress of forming a new organization in a hostile and economically dysfunctional environment. The internal community healing process is necessary before reconciliation with the federal and provincial governments and industry can begin.

#### **PURPOSE & EXPECTED RESULTS**

The purpose of the Project is to identify the strengths, weaknesses, opportunities and threats as part of the healing and capacity building sessions of the Wet'suwet'en people.

The Recipient acknowledges the need to create a strong and healthy foundation where members feel safe and supported by each other to maximize economic opportunities in an inclusive environment. This approach includes the participation of elders to act as guides for participating clan members.

The Recipient will create a plan for in-house engagements and develop a website to share information.

It is expected that the results of this Project will impact/benefit the Wet'suwet'en community in the following ways:

- Capitalize on potential economic opportunities and marketable skills;
- Increase capacity to raise funds for Wet'suwet'en community investments;
- Provide meaningful short-term team building and reconciliation through in-house cultural exchanges; and,
- Develop and nurture relationships among the Recipient, Governments, Industry, and Elders, many of whom are Hereditary Chiefs.

This Project is also expected to result in the following benefits for the Recipient:

- Assist in identifying local aboriginal and non-aboriginal contractors across the territory and off and on reserve;
- Assist in identifying the capacity of the local Aboriginal work force with relevant skills training;
- Create an opportunity for industry through the Recipient to draw on a skilled workforce for employment; and,
- Demonstrate values around collaboration, innovation, integrity and responsibility.

## **OUTCOMES**

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Recipient to comply with other provisions of this Schedule A, the Recipient must use commercially reasonable efforts to achieve them:

- Improve economic and social outcomes for Aboriginal people's within the Wet'suwet'en territory.

The Parties acknowledge that the Recipient does not warrant that these outcomes will be achieved.

## **DELIVERABLES**

The Recipient will:

- Develop criteria for building a team made up of the Recipient, an elder's council, community liaisons, an executive director, and technical consultants.
- Establish website for ease of information sharing.
- Identify ways that proponents can contribute to the goal of building social economic development and reconciliation among the 13 House groups and their clan members, on and off reserve.
- Identify needs of the House groups to facilitate communication and decision-making processes for future social and social economic development in an inclusive manner, bringing into the discussion all Wet'suwet'en House groups and entities including both elected and hereditary chiefs.

## **REPORTING REQUIREMENTS:**

Financial Reporting:

### *Interim Reporting*

The Recipient must, no later than March 31, 2017, provide an interim financial report including

- an annual Project income and expenditure summary which identifies all sources and use of the Project funds during the Term;
- a statement detailing the use of the Province's Financial Contribution provided during the Term, including an explanation of any financial variances.

### *Final Reporting*

A final report is due no later than May 31, 2017.

### *Certification / Attestation*

All financial reports submitted by the Recipient must be certified by a senior officer of the Recipient's organization (such as a Chief Executive Officer or Chief Financial Officer) attesting to the correctness and completeness of the financial information provided.

Project Reporting:

### *Ongoing Communication*

The Recipient must make all reasonable efforts to respond to ad-hoc requests by the Province for information on Project progress. The Recipient must also advise the Province immediately of any substantial events that could impact the Project timeline.

*Interim Reporting*

No later than March 31, 2017 the Recipient must, provide an interim Project performance report with Project highlights, description of outcomes with respect to results set out in this Schedule A, quantitative and qualitative description of the accomplishments / success of the Project; challenges faced and solutions found, information on results (negative or positive) that were not anticipated, and lessons learned.

*Final Reporting*

A final project performance report is due no later than May 31, 2017.

## SCHEDULE B - FINANCIAL CONTRIBUTION

### PAYMENTS

1. The Province will pay the Recipient up to the total aggregate of \$60,000 for the Term of this Agreement based on the payment schedule below. Payment is conditional upon satisfactory receipt of the documents required to ensure that the deliverables, as set out in Schedule A are met.
2. Payments will be made as follows:

| Payment Schedule                                                                                                                                                                                                                                                                                                                                       | Payment Amount  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| <p>Payment 1 shall be made upon receipt and acceptance by the Province of the following:</p> <ul style="list-style-type: none"> <li>• Certificate of Insurance;</li> <li>• WCB Clearance letter; and,</li> <li>• A signed copy of this Agreement.</li> </ul> <p>Such payment shall not be made until on or after the start date of this Agreement.</p> | \$48,000        |
| <p>Final payment shall be made upon acceptance by the Province of the following no later than March 31, 2017:</p> <ul style="list-style-type: none"> <li>• An interim financial report; and</li> <li>• An interim project performance report</li> </ul>                                                                                                | \$12,000        |
| <b>TOTAL</b>                                                                                                                                                                                                                                                                                                                                           | <b>\$60,000</b> |

3. Any future contributions by the Province under this Project are conditional upon the Recipient having complied with the terms and conditions of this Agreement.

## **SCHEDULE C - CRIMINAL RECORDS CHECKS**

The purpose of the *B.C. Criminal Records Review Act* (the “Act”) is to help protect children from physical and sexual abuse. The legislation applies to all organizations that work with children and are operated, licensed or receive operating funds from the provincial government of British Columbia.

The Act makes a criminal record check mandatory for anyone who works with children. In the Act, “works with children” means:

*Working with children directly or having or potentially having unsupervised access to children in the ordinary course of employment or in the practice of an occupation.*

The Act defines “child” as an individual under 19 years of age.

In consideration of the above, the Recipient will;

1. comply with all requirements and regulations of the Act;
2. ensure all new and existing employees, volunteers, and sub-contractors comply with the Act including those who have previously completed a criminal records review check; and
3. maintain and make available to the Province, upon request, documentation showing that the criminal record check requirement, as set out in this Schedule, has been met.

## Schedule D - Insurance

1. The Recipient shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia and in forms and amounts acceptable to the Province.
  - (a) Automobile Liability on all vehicles owned, operated or licensed in the name of the Recipient, and if used for government business, in an amount not less than \$1,000,000.
  - (b) Comprehensive/Commercial General Liability in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and property damage. The Province is to be an additional insured under this policy. Such insurance shall include, but not be limited to
    - Products and completed Operations Liability;
    - Owner's and Contractor's Protective Liability;
    - Blanket Written Contractor Liability;
    - Contingent Employer's Liability;
    - Personal Injury Liability;
    - Non-Owned Automobile Liability;
    - Cross Liability;
    - Employees as Additional Insured;
    - Broad Form Property Damage; and
    - If applicable, Tenant's Legal Liability in an amount adequate to cover a loss to premises of the Province occupied by the Recipient.
2. The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the Province.
3. The Recipient shall provide the Province with evidence of all required insurance prior to the commencement of the work or services. Such evidence shall be in the form of a completed Province of British Columbia Certificate of Insurance, duly signed by the Insurance Broker and the Insured. When requested by the Province, the Recipient shall provide certified copies of required policies.
4. All required insurance shall be endorsed to provide the Province with 30 days advance written notice of cancellation or material change.
5. The Recipient hereby waives all rights of recourse against the Province with regard to damage to the Recipient's property.
6. The Recipient will comply with the *Workers' Compensation Act* legislation for the Province of British Columbia.

## SCHEDULE E - PRIVACY PROTECTION

### Definitions

1. In this Schedule,
  - (a) “**Access**” means disclosure by the provision of access;
  - (b) “**Act**” means the *Freedom of Information and Protection of Privacy Act*;
  - (c) “**Contact Information**” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
  - (d) “**Personal Information**” means recorded information about an identifiable individual, other than Contact Information, collected or created by the Recipient as a result of the Agreement or any previous agreement between the Province and the Recipient dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the “control of a public body” within the meaning of the Act; and
  - (e) “**Privacy Course**” means the Province’s online privacy and information sharing training course.

### Purpose

2. The purpose of this Schedule is to:
  - (a) enable the Province to comply with the Province's statutory obligations under the Act with respect to Personal Information; and
  - (b) ensure that, as a service provider, the Recipient is aware of and complies with the Recipient's statutory obligations under the Act with respect to Personal Information.

### Collection of Personal Information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Recipient may only collect or create Personal Information that is necessary for the performance of the Recipient’s obligations, or the exercise of the Recipient’s rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Recipient must collect Personal Information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Recipient must tell an individual from whom the Recipient collects Personal Information:
  - (a) the purpose for collecting it;
  - (b) the legal authority for collecting it; and
  - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Recipient’s collection of Personal Information.

### **Privacy Training**

6. The Recipient must ensure that each person who will provide Services under the Agreement that involve the collection or creation of Personal Information that is or will be owned by the Province, will complete, at the Recipient's expense, the Privacy Course prior to that person providing those Services.
7. The requirement in 6 above will only apply to persons who have not previously completed the Privacy Course.

### **Accuracy of Personal Information**

8. The Recipient must make every reasonable effort to ensure the accuracy and completeness of any Personal Information to be used by the Recipient or the Province to make a decision that directly affects the individual the information is about.

### **Requests for Access to Personal Information**

9. If the Recipient receives a request for Access to Personal Information from a person other than the Province, the Recipient must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Recipient to provide such Access and, if the Province has advised the Recipient of the name or title and Contact Information of an official of the Province to whom such requests are to be made, the Recipient must also promptly provide that official's name or title and Contact Information to the person making the request.

### **Correction of Personal Information**

10. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any Personal Information, the Recipient must annotate or correct the information in accordance with the direction.
11. When issuing a written direction under Section 10, the Province must advise the Recipient of the date the correction request to which the direction relates was received by the Province in order that the Recipient may comply with Section 12.
12. Within 5 Business Days of correcting or annotating any Personal Information under Section 10, the Recipient must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Recipient disclosed the information being corrected or annotated.
13. If the Recipient receives a request for correction of Personal Information from a person other than the Province, the Recipient must promptly advise the person to make the request to the Province and, if the Province has advised the Recipient of the name or title and Contact Information of an official of the Province to whom such requests are to be made, the Recipient must also promptly provide that official's name or title and Contact Information to the person making the request.

### **Protection of Personal Information**

14. The Recipient must protect Personal Information by making reasonable security arrangements against such risks as unauthorized Access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

#### **Storage and Access to Personal Information**

15. Unless the Province otherwise directs in writing, the Recipient must not store Personal Information outside Canada or permit Access to Personal Information from outside Canada.

#### **Retention of Personal Information**

16. Unless the Agreement otherwise specifies, the Recipient must retain Personal Information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

#### **Use of Personal Information**

17. Unless the Province otherwise directs in writing, the Recipient may only use Personal Information if that use is for the performance of the Recipient's obligations, or the exercise of the Recipient's rights, under the Agreement.

#### **Disclosure of Personal Information**

18. Unless the Province otherwise directs in writing, the Recipient may only disclose Personal Information inside Canada to any person other than the Province if the disclosure is for the performance of the Recipient's obligations, or the exercise of the Recipient's rights, under the Agreement.
19. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Recipient must not disclose Personal Information outside Canada.

#### **Notice of foreign demands for disclosure**

20. In addition to any obligation the Recipient may have to provide the notification contemplated by section 30.2 of the Act, if in relation to Personal Information in the custody or under the control of the Recipient, the Recipient:
  - (a) receives a foreign demand for disclosure;
  - (b) receives a request to disclose, produce or provide Access that the Recipient knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
  - (c) has reason to suspect that an unauthorized disclosure of Personal Information has occurred in response to a foreign demand for disclosure

the Recipient must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of Personal Information" will bear the same meanings as in section 30.2 of the Act.

#### **Notice of unauthorized disclosure**

21. In addition to any obligation the Recipient may have to provide the notification contemplated by section 30.5 of the Act, if the Recipient knows that there has been an unauthorized disclosure of Personal Information in the custody or under

the control of the Recipient, the Recipient must immediately notify the Province. In this section, the phrase “unauthorized disclosure of Personal Information” will bear the same meaning as in section 30.5 of the Act.

### **Inspection of Personal Information**

22. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Recipient, enter on the Recipient’s premises to inspect any Personal Information in the possession of the Recipient or any of the Recipient’s information management policies or practices relevant to the Recipient’s management of Personal Information or the Recipient’s compliance with this Schedule and the Recipient must permit, and provide reasonable assistance to, any such inspection.

### **Compliance with the Act and directions**

23. The Recipient must in relation to Personal Information comply with:
- (a) the requirements of the Act applicable to the Recipient as a service provider, including any applicable order of the commissioner under the Act; and
  - (b) any direction given by the Province under this Schedule.
24. The Recipient acknowledges that it is familiar with the requirements of the Act governing Personal Information that are applicable to it as a service provider.

### **Notice of non-compliance**

25. If for any reason the Recipient does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Recipient must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

### **Termination of Agreement**

26. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Recipient, terminate the Agreement by giving written notice of such termination to the Recipient, upon any failure of the Recipient to comply with this Schedule in a material respect.

### **Interpretation**

27. In this Schedule, references to Sections by number are to Sections of this Schedule unless otherwise specified in this Schedule.
28. Any reference to the “Recipient” in this Schedule includes any subcontractor or agent retained by the Recipient to perform obligations under the Agreement and the Recipient must ensure that any such subcontractors and agents comply with this Schedule.

29. The obligations of the Recipient in this Schedule will survive the termination of the Agreement.
30. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
31. The Recipient must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to 32 below, the law of any jurisdiction outside Canada.
32. Nothing in this Schedule requires the Recipient to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

### **Obtaining Consent**

33. Where necessary, the Recipient will obtain the informed consent of all clients served under this Agreement to allow provincial employees or designates access to Personal Information in the Recipient's client case files and all records printed or electronic related to this Agreement for the purposes of monitoring, program evaluation and research purposes. The Recipient will include the following declaration on their client forms to ensure consent:

“The personal information provided will be accessible to the service provider (Wet'suwet'en Matrilineal Coalition) and service funder (the Province) for the purposes of service delivery, service monitoring, evaluation and research only. Any personal information supplied to either the service provider or service funder is considered confidential and will not be released to any third party without your written consent and will only be reported in aggregated data. Completion and submission of this application form implies consent to this access for such purposes.”

34. Consent will be obtained at the time of application.