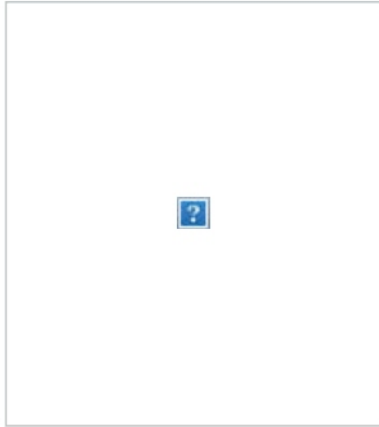


From: [Sutherland, Craig FLNR:EX](#)
To: [Wood, Lindsay ABR:EX](#)
Cc: [de Bree, Jennifer FLNR:EX](#); [Chia, Heather FLNR:EX](#)
Subject: FW: FOR YOUR ACTION CRAIG: RGT re. NTAFE for GNN re. GBR Agreement 600k
Date: Tuesday, March 28, 2017 8:21:29 AM
Attachments: [FUNDING RGT re. GNN EBM 600k related Agreement Mar 14-17.docx](#)
[GBR Agreement SIGNED by ALL Mar 9-17.pdf](#)
[image003.jpg](#)
Importance: High

I approve.

Thanks



Craig Sutherland
Assistant Deputy Minister
Regional Operations – Coast Area
Forests, Lands and Natural Resource Operations
British Columbia, Canada

From: Wood, Lindsay ABR:EX
Sent: Monday, March 27, 2017 11:29 AM
To: Sutherland, Craig FLNR:EX
Cc: de Bree, Jennifer FLNR:EX
Subject: FOR YOUR ACTION CRAIG: RGT re. NTAFE for GNN re. GBR Agreement 600k
Importance: High

Good Morning Craig,

Attached are the following documents to support a govt. transfer request for the GNN Great Bear Land-use Order Agreements for 600k for your approval:

- Request for Govt. Transfer (RGT);
- Signed GBR Agreement.

Please note that you must indicate in the body of their email that:

- The goods and services have been received;
- the nature of the transaction being approved; and
- the amount of the transaction.

FLNRO would like to provide this funding on or before Friday, March 31 so I would like your review and approval at your earliest convenience to make that timeline.

Thank you in advance.

Lindsay

Lindsay Wood

Senior Project Advisor, Fiscal Negotiations Branch
Ministry of Aboriginal Relations and Reconciliation

Email: Lindsay.Wood@gov.bc.ca | Telephone: 250-356-8759 | Cell: 778-679-0603 | Fax: 250-387-6073



Natural Resource Sector

REQUEST FOR GOVERNMENT TRANSFER

COMPLETE THIS SECTION AFTER APPROVALS TO INITIATE PAYMENT

INVOICE NUMBER:

INVOICE PAYMENT AMOUNT

600,000.00

MINISTRY AND TRANSFER PAYMENT IDENTIFICATION

MINISTRY:	FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS	BRANCH	ADM's office
BRANCH CONTACT NAME:	Heather Chia	DIVISION:	Coast Area
PROJECT TITLE:	Great Bear Rainforest – Ecosystem Based Management	PHONE:	250-387-1742
START DATE:		END DATE:	March 31, 2017
		TOTAL AMOUNT:	\$600,000.00

RECIPIENT IDENTIFICATION

LEGAL NAME OF RECIPIENT:	GWA'SALA-'NAKWAXDA'XW NATIONS		
RECIPIENT'S ADDRESS:	Gwa'sala-'Nakwaxda'xw Nations, Box 998, Port Hardy, BC, V0N 2P0		
REPRESENTATIVE'S NAME:	Paddy Walkus, Chief	DATE OF REQUEST	March ____, 2017
E-MAIL:	s.22	PHONE:	250-949-1486
		FAX:	

PROJECT DETAILS

PURPOSE OF PROJECT:	Project/Event
DESCRIPTION OF THE PROJECT	Great Bear Rainforest – Ecosystem based management – NTAF funds as agreed to in the Great Bear Rainforest Agreement between Gwa'sala-'Nakwaxda'xw Nations and Her Majesty the Queen in right of the Province of British Columbia dated March 9, 2017.
EXPLANATION AS TO HOW THE TRANSFER SUPPORTS THE MINISTRY SERVICE PLAN & OBJECTIVES [REQUIREMENT OF CPPM 21.3.1]	Ministry priority to meet obligations around human wellbeing (community capacity) and supporting economic development for GNN in the implementation of ecosystem based management in the Great Bear Rainforest.
WHAT ARE THE EXPECTED OUTCOMES AND HOW WILL THE MINISTRY DETERMINE THAT THEY HAVE BEEN ACHIEVED?	See agreement attached
PARTNERSHIPS INVOLVED:	Gwa'sala-'Nakwaxda'xw Nations
MINISTRY'S ROLE:	
WHAT MONITORING IS IN PLACE? EXAMPLE:	
	<ul style="list-style-type: none"> PERFORMANCE TARGETS MILESTONES
RECIPIENT IS:	<input type="checkbox"/> WITHIN <input checked="" type="checkbox"/> OUTSIDE GOVERNMENT REPORTING ENTITY

TRANSFER TYPE AND SELECTION PROCESS

☐ GRANT -STOB 77 – PGO PO Class: G
☒ SHARED COST ARRANGEMENT - STOB 80 - PGO PO Class: A
TYPE OF SCA ARRANGEMENT: FINANCING ARRANGEMENT
 IF FINANCING ARRANGEMENT IS CHOSEN - EXPLAIN WHY IT IS NOT REASONABLE FOR THE RECIPIENT TO WAIT FOR REIMBURSEMENT

<u>TRADE AGREEMENT EXCLUSION CODE</u>	800 - EXCLUDED-REGIONAL/ECONOMIC DEVELOPMENT
SELECT THE CODE FOR THE <u>PROCUREMENT PROCESS</u> USED.	208 Direct Award - SCA - Financial Assistance to Target Group
IF DIRECT AWARD, PROVIDE RATIONALE. [IF CODE 208 WAS SELECTED ABOVE, INCLUDE SPECIFIED TARGET GROUP]	Negotiated agreement between government and first nation (See paragraph #5 of the attached Signed agreement.

IF A COMPETITIVE PROCES WAS USED
CHOOSE THE DOCUMENT TYPE & PROCESS

SOLICITATION DOCUMENT TYPE 34T
[INCLUDE DOCUMENTATION WITH COMPLIANCE REVIEW]
PROCESS USED 34T

BUDGET

ACCOUNT CODING	CLIENT (MINISTRY)	RESPONSIBILITY	SERVICE LINE	STOB	PROJECT
	120	0798G	30320	8001	07AG132
PAYMENT METHOD	'D' CHEQUE PLEASE CONTACT LINDSAY WOOD 6-8759 WHEN THE CHEQUE IS AVAILABLE FOR PICK-UP. CHEQUE IS REQUIRED FOR MARCH 31, 2018				
FUNDING SOURCE:	<input type="checkbox"/> Base Budget <input type="checkbox"/> Contingency <input type="checkbox"/> Special Account <input checked="" type="checkbox"/> NTAFE <input type="checkbox"/> Funding is available within the division <input type="checkbox"/> Funding is not available within the division but approved within the Ministry Treasury Board Approval Number # <input type="checkbox"/> Funding is recoverable Recovery Source: Recovery Amount \$				
BUDGET BREAKDOWN:	\$600,000.00 FY16/17				
GST APPLICABLE?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO VOTE Vote 12 - ABRI - Treaty & Other Agreements Funding				

RECIPIENT CAPACITY

WHAT DUE DILIGENCE WAS DONE
TO ASSURE THAT THE RECIPIENT
HAS SUFFICIENT CAPACITY TO
COMPLETE THE PROJECT?
[REQUIREMENT OF CPPM 21.3.5]

RISKS

IDENTIFY RISKS AND STEPS
TAKEN TO MITIGATE THE RISKS:
EXAMPLE:
FINANCIAL, SAFETY, PUBLIC
RELATIONS ETC.

This is a signed, ratified agreement – if the Province does not pay this, we would be in breach of the agreement.

WHAT ARE THE RISKS IF THIS
TRANSFER DOES NOT PROCEED?

Litigation and breakdown of relations with GNN and all other EBM related first nations.

OTHER CONSIDERATIONS:

- ☒ THE TRANSFER WILL NOT ADVERSELY AFFECT EXISTING INDUSTRY
☒ THE TRANSFER WILL NOT CREATE A CONFLICT OF INTEREST BETWEEN PARTIES

APPROVAL

POLICY REVIEW COMPLETED AND ATTACHED

☐

BUDGET REVIEW COMPLETED

☐

CHIEF FINANCIAL OFFICER
NAME: Ranbir Parmar

SIGNATURE

DATE

QUALIFIED RECIPIER
NAME: Craig Sutherland

SIGNATURE

DATE

ASSISTANT DEPUTY MINISTER (PROGRAM)
NAME: Laurel Nash

SIGNATURE

DATE

EXECUTIVE FINANCIAL OFFICER (FLNRO only)
NAME: Trish Dohan

SIGNATURE

DATE

GREAT BEAR RAINFOREST AGREEMENT

This Agreement is dated for reference the 7th day of March, 2017

Between

Gwa'sala-'Nakwaxda'xw Nation as represented by the
Gwa'sala-'Nakwaxda'xw Nation Council ("GNN")

And

Her Majesty the Queen in right of the Province of British Columbia as represented
by the Minister of Forests, Lands and Natural Resource Operations (the "Province")

Collectively the "Parties"

WHEREAS:

- A. The Province and GNN have engaged in government-to-government discussions regarding the human well-being component of the implementation of ecosystem-based management ("EBM") within the Traditional Territories which fall within the Great Bear Rainforest Land Use Order ("GBRLUO") area.
- B. Through the Great Bear Rainforest Land Use Order and the *Great Bear Rainforest (Forest Management) Act* SBC 2016, c. 16 and its regulations (together, the "GBR Forest Management Regime"), the Province enabled the implementation of EBM within the GBRLUO area.
- C. In February 2016, GNN provided the Province with a Human Wellbeing Term Sheet that expressed GNN's interest in securing resources to become a greater participant in resource development in the Traditional Territories and in the economic life of the Province.
- D. The Parties have a mutual interest in improving human well-being in the Traditional Territories through sustainable economic development that is mutually supported and mutually beneficial to the Parties.
- E. The Parties wish to enter into this Agreement to establish certainty with respect to the fulfilment of any obligations that the Province may have to consult and accommodate GNN for any impacts from the development and introduction of the GBR Forest Management Regime on GNN's asserted aboriginal rights, including aboriginal title, whether or not substantiated in law, on the terms and conditions set out in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties agree as follows:

Definitions

"Agreement" means this Agreement, and any amendments or extensions negotiated in furtherance of this Agreement;

"Indian Act" means the *Indian Act*, R.S.C. 1985, c. I-5, as amended;

"Member" means a member of GNN, as defined by the *Indian Act*; and

"Traditional Territories" means the area identified by GNN in its Statement of Intent for treaty purposes, attached as Schedule "A"

Certainty

1. In consideration for the cash and timber commitments set out in paragraphs 5 and 7 of this Agreement, the GNN acknowledges and agrees that:
 - a) the consultations made by the Province and the accommodation set out in this agreement are agreeable to GNN and constitute full and sufficient consultation and accommodation for any impacts to the aboriginal rights and title asserted by GNN ("Aboriginal Interests"), whether or not substantiated in law, that may result from the development and bringing into effect of the GBR Forest Management Regime by the Province;
 - b) it will not challenge or impede, directly or indirectly or otherwise, the development and bringing into effect of the GBR Forest Management Regime; and
 - c) GNN acknowledges that the benefits provided by the Province under this Agreement constitutes a contribution towards any accommodation that may be required for the potential adverse impacts of forest resource development in the Traditional Territories on any rights recognized and affirmed by section 35(1) of the *Constitution Act* 1982 of the GNN.
2. GNN, on its own behalf, and on behalf of its Members, hereby releases and forever discharges the Province, its respective employees, servants, agents, successors and assigns, of and from all actions, causes of action, claims, proceedings, debts, duties, demands, damages, interest, fines and costs, expenses and compensation of whatsoever amount, nature and kind, whether or not substantiated in law, with respect to the development and bringing into effect of the GBR Forest Management Regime, including any proceeding relating to:
 - a) the adequacy of consultation and accommodation undertaken by the Province with respect to any past or present adverse impact from the development and bringing into effect of the GBR Forest Management Regime on GNN's Aboriginal Interests; or any past or present infringement of GNN's Aboriginal Interests,

whether known or unknown, resulting from the development and bringing into effect of the GBR Forest Management Regime.

3. Without restricting the generality of paragraph 2, GNN, on its own behalf, and on behalf of its Members, will not bring or continue any action or other proceeding, at law or in equity, on its own behalf or on behalf of its Members against the Province in regard to the sufficiency of consultation or accommodation respecting the subject matter of the release in paragraph 2.
4. For greater certainty,
 - a) this Agreement, including paragraphs 1 to 3 is not intended to provide, and does not provide, a release, settlement, or agreement by GNN for any claims arising directly or indirectly, in respect of any matters other than with respect to the development and bringing into effect of the GBR Forest Management Regime, including claims related to provincial forestry management in the Traditional Territories;
 - b) unless expressly set out in this Agreement, nothing in this Agreement is intended to provide that GNN accepts that the GBR Forest Management Regime results in forest management or the management of commercial forestry by the Province in ways that do not constitute infringement or that justify any potential infringement of GNN's asserted aboriginal rights and title; and
 - c) nothing in this Agreement precludes GNN from taking any actions, steps, causes of action, claims or other proceedings in respect of a breach of this Agreement by the Province.

Funding

5. By March 31, 2017, the Province will pay GNN \$600,000 in one lump sum to assist GNN in building community capacity and supporting economic development.
6. Payment by the Province under paragraph 5 is subject to:
 - a) There being sufficient monies available in an appropriation, as defined in the Financial Administration Act, to enable the Province in any fiscal year or part thereof when such payment is required, to make such payment; and
 - b) Treasury Board, as defined in the Financial Administration Act, not having controlled or limited expenditure under any appropriation necessary to make such payment.

Timber

7. The Province will provide GNN with a replaceable forest license (RFL) with an allowable annual cut of 11,902 m3 per year (the Tenure) within the GBR South Timber Supply Area (TSA)
8. The Tenure will be issued by the Province to GNN within 90 days following GNN requesting in writing that it be issued, the timing of the issuance of the Tenure will be subject to any considerations that may arise from consultation with other First Nations.
9. The Tenure will be issued to such entity or entities as designated by GNN, provided such entity or entities meet the requirements of the Province's forestry legislation and regulations then in force.

Obligation of the Band

10. GNN has consented to the terms and conditions of this Agreement, as evidence by the duly passed resolution of the council of the GNN accepting the terms and conditions of this Agreement, attached as Schedule "B".

General Provisions

11. Both Parties confirm that each have had the full opportunity to review the terms and conditions of this Agreement and each have sought independent legal advice with respect to their terms and conditions.
12. The following Schedules form part of this Agreement:
 - a) Schedule "A" – Map of the Traditional Territories as per GNN Statement of Intent.
 - b) Schedule "B" – Band Council Resolution
13. This Agreement will become effective on the last date it is signed by all the Parties.
14. This Agreement does not:
 - a) constitute a treaty or land claims agreement within the meaning of section 25 or 35 of the Constitution Act, 1982 (Canada);
 - b) establish, affirm, recognize, abrogate or derogate from any of GNN's Aboriginal rights including Aboriginal title ("Aboriginal Interests"); or
 - c) preclude the right of either Party to engage in further processes to establish the scope or the geographic extent of aboriginal title and rights.
15. Nothing in this Agreement will be construed as:

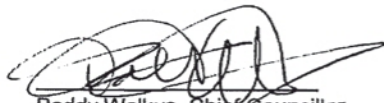
- a) an admission by either Party of the validity or invalidity of any claim by GNN to an aboriginal right or aboriginal title within the meaning of section 35 of the Constitution Act, 1982;
 - b) establishing, limiting or abrogating any aboriginal rights, aboriginal title or treaty rights of GNN or being prejudicial to treaty negotiations; or
 - c) an acknowledgment or admission by the Province that it has an obligation to provide financial or economic accommodation or compensation to GNN.
16. Nothing in this Agreement will be interpreted in a way that would affect or unlawfully interfere with any legislative authority of the Province or fetter the discretion given to any decision-making authority.
17. This Agreement and any amendment to it constitute the entire agreement between the Parties with respect to the subject matter of this Agreement, unless otherwise agreed in writing by the Parties.
18. This Agreement may be amended by agreement of the Parties in writing.
19. This Agreement may be entered into by each Party signing a separate copy of this Agreement (including a photocopy or facsimile copy) and delivering it to the other Party by facsimile or electronic transmission.

This space intentionally left blank.

20. This Agreement will be governed by and construed in accordance with the laws of British Columbia.

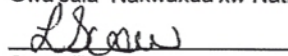
The Parties have executed this Agreement as set out below:

**Signed on behalf of GNN
First Nation by**



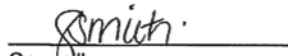
Paddy Walkus, Chief Councillor
Gwa'sala-'Nakwaxda'xw Nation

March 9, 2017
Date




Councillor
Gwa'sala-'Nakwaxda'xw Nation

March 9, 2017
Date



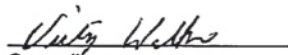
Councillor
Gwa'sala-'Nakwaxda'xw Nation

March 9, 2017
Date



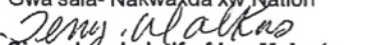
Councillor
Gwa'sala-'Nakwaxda'xw Nation

March 9, 2017
Date

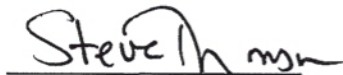


Councillor
Gwa'sala-'Nakwaxda'xw Nation

March 9, 2017
Date


Signed on behalf of her Majesty
the Queen in Right of the Province
of British Columbia by

Mar-9th/2017



Honourable Steve Thomson
Minister of Forests, Lands and
Natural Resource Operations

March 25/2017
Date



Gwa'sala and 'Nakwaxda'xw Territories

- GN Territories, Statement of Intent Area, 2011
- GN Reserve

0 5 Km



Page 11 to/à Page 12

Withheld pursuant to/removed as

s.16