



Natural Resource Ministries

REQUEST FOR GOVERNMENT TRANSFER

COMPLETE THIS SECTION AFTER APPROVALS TO INITIATE PAYMENT

INVOICE NUMBER:		INVOICE PAYMENT AMOUNT	\$441,000.00
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MINISTRY AND TRANSFER PAYMENT IDENTIFICATION

MINISTRY:	FORESTS, LANDS, NATURAL RESOURCE OPERATIONS & RURAL DEVELOPMENT	BRANCH	Strategic Projects and Indigenous Policy Branch	
PROJECT TITLE:	Collaborative Stewardship Framework Project	DIVISION:	Resource Stewardship Division	
BRANCH CONTACT NAME:	Tammy Caruso	PHONE:	250-378-8411	FAX:
CONTACT NAME ON AGREEMENT:	Paul Rasmussen	PHONE:	250-420-2179	FAX:
ENTER THE DATE THAT THE MINISTRY IS MAKING THIS REQUEST:		July 5 2019		

TERM START DATE:	01-10- 2019	TERM END DATE:	31-03-2020	TOTAL AMOUNT:	\$451,000.00
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RECIPIENT IDENTIFICATION

LEGAL NAME OF RECIPIENT:	Scw'exmx Tribal Council			
RECIPIENT'S ADDRESS:	2090 Coutlee Ave, Box 188, Merritt, British Columbia, V1K 1B8			
RECIPIENT CONTACT NAME:	Arlene Johnston			
E-MAIL:	director@nicolatribal.org	PHONE:	250-378-4235	FAX: 250-378-9119
CONTACT NAME ON AGREEMENT:				
E-MAIL:	DIRECTOR@NICOLATRIBAL.ORG	PHONE:	250-378-4235	FAX: 250-378-9119

PROJECT DETAILS

PROJECT DESCRIPTION & PRIVACY IMPACT
ASSESSMENT NUMBER [CPPM 12.3.3 Part II]

DESCRIPTION OF THE Collaborative Stewardship Framework:

The Collaborative Stewardship Framework (CSF), "the Project", is intended to be a way of working with Indigenous governments and communities that supports the collaborative design and delivery of natural resource stewardship in the province. It seeks to advance both environmental sustainability and reconciliation, and in its initial three years, will involve five regionally based forums across the province.

Through this initial work, a forum governance structure based on consensus decision-making and one or more stewardship projects will be co-designed and implemented, building the groundwork for long-term collaborative stewardship work together.

Description of the Project:

The purpose of this Agreement is to provide financial support to the Organization to participate in the implementation of the Project as outlined in this Agreement and under the Memorandum of Understanding with the Nicola Bands dated March 23, 2018. The purpose of the Project is the Nicola Watershed Pilot.

The Nicola Watershed Pilot will focus on improving watershed governance and management by addressing key water related issues; building relationships with local First Nations, local governments and stakeholders; and, supporting innovative policy development. The pilot will be delivered through the above noted MOU. Partnership funds will be administered by the Scw'exmx Tribal Council (STA) as request by the Nicola Bands participating in the MOU. These funds specifically support First Nations capacity to engage in the Nicola Watershed Pilot. This funding will be used to hire more resources to support the project and support the staff already hired under previous agreements.

The Forum Lead for the Project is Tammy Caruso (FLNRORD) and Nadia Joe (Nicola First Nations).

The Privacy Impact Assessment Number is: MIRR02-2018

EXPLANATION AS TO HOW THE TRANSFER
SUPPORTS THE MINISTRY SERVICE PLAN &
OBJECTIVES [REQUIREMENT OF CPPM 21.3.1]

Supports the following objectives and performance measure in the current (2019/20) FLNRORD Service Plan:

- Objective 1.1 Natural resource management that improves public confidence and trust in the stewardship of natural resources.
- Objective 2.1: Increased participation with Indigenous people in the work of the Ministry, and strengthened partnerships for the stewardship of natural resources and the natural resources economy.

Supports the following objectives and performance measures in the current (2018/19) MIRR Service Plan:

- Objective 1.1: Through extensive engagement, collaborate and build relationships with Indigenous peoples to inform government actions to develop and implement the new reconciliation vision.
- Objective 2.1: Productively partner with other ministries, Indigenous governments, communities and organizations, stakeholders and other orders of government to improve socio-economic and socio-cultural outcomes, which includes sharing in benefits and collaboration on land-use planning and management.
- Performance Measure 2.1b: Cumulative number of community well-being initiatives.

Supports the following Ministerial mandates:

- Moving forward on the Calls to Action of the Truth and Reconciliation Commission and reviewing policies, programs, and legislation to determine how to bring the principles of the declaration into action (2017, all provincial Ministries).
- Work with the Minister of Indigenous Relations, First Nations and communities to modernize land-use planning and sustainably manage B.C.'s ecosystems, rivers, lakes, watersheds, forests and old growth (2017, FLNRORD).
- Improve wildlife management and habitat conservation, and collaborate with stakeholders to develop long and short term strategies to manage B.C.'s wildlife resources (2017, FLNRORD).
- Work collaboratively and respectfully with First Nations to establish a clear, cross-government vision of reconciliation to guide the adoption of the United Nations Declaration on the Rights of Indigenous Peoples, the Truth and Reconciliation Commission Calls to Action, and the Tsilhqot'in Supreme Court decision (2017, MIRR).

<p>WHAT ARE THE EXPECTED OUTCOMES AND HOW WILL THE MINISTRY DETERMINE THAT THEY HAVE BEEN ACHIEVED?</p>	<p>There are three expected outcomes of this transfer agreement will support:</p> <ol style="list-style-type: none"> 1. The hiring of new staff to support capacity shortfalls 2. Continue to financially support staff and resources already in place for 2019/20 fiscal year. 3. Addition financial support for new projects within the pilot such as information sharing agreement and future agreements. <p>The Expected outcomes under the Pilot include:</p> <ul style="list-style-type: none"> • Improve internal governance and capacity of the Nicola Bands to participate in this and other initiatives. • Co-development and evaluation of a governance structure and Term of Reference for the Pilot Leadership Team, • Co-development and implementation with First Nations, of an engagement plan for rights holders and stakeholders, and • Water project identification and priority setting including baseline information gathering and project planning/budgeting.
<p>THE MINISTRY CANNOT BE THE OWNER OF MATERIALS PRODUCED OR THE MAIN BENEFICIARY OF THE SERVICES [CPPM 21.2]. STATE WHO WILL BE THE OWNER AND THE MAIN BENEFICIARY:</p>	<p>The Partnership is administered by the Scw'exmx Tribal Council which includes the Upper Nicola Band, of the Okanagan (Syilx) Nation, and the Lower Nicola, Coldwater, Nooaitch and Shackan Bands of the Nlaka'pamux Nation</p>
<p>PARTNERSHIPS INVOLVED:</p>	<p>The Scw'exmx Tribal Council which includes the Upper Nicola Band, of the Okanagan (Syilx) Nation, and the Lower Nicola, Coldwater, Nooaitch and Shackan Bands of the Nlaka'pamux Nation, the Province (including the agencies: Forests, Lands, Natural Resource Operations and Rural Development; Indigenous Relations and Reconciliation; Agriculture and the Ministry of Environment & Climate Change Strategy).</p>
<p>MINISTRY'S ROLE:</p>	<ul style="list-style-type: none"> • Provide funding and participate and coordinate Collaborative Stewardship Framework related activities as part of this collaborative process. • Demonstrate the Provinces commitment to reconciliation and UNDRIP implementation. • Support through senior staff involvement • Attend and participate in meetings, workshops to develop partnership agreements, projects and share learnings. • Ensure direction of the initiative is consistent with the legislative framework and aligned with broader government policy objectives. • Demonstrate the Provinces continues commitment to fully implement the <i>Water Sustainability Act</i>, including the watershed governance provisions.
<p>WHAT MONITORING IS IN PLACE? EXAMPLE:</p> <ul style="list-style-type: none"> • PERFORMANCE TARGETS • MILESTONES 	<ul style="list-style-type: none"> • The Organization must make all reasonable efforts to respond to <i>ad hoc</i> requests by the Province for information on the Project's progress. • The Organization must also advise the Province immediately of any substantial events that could have potential impacts on completing the work described in this Agreement. • The Organization will prepare and provide to the Province a Final Project report • The Organization will also be on an ongoing basis, accountable to the project team that meets regularly.
<p>RECIPIENT IS:</p>	<p><input type="checkbox"/> WITHIN <input checked="" type="checkbox"/> OUTSIDE GOVERNMENT REPORTING ENTITY</p>
<p>TRANSFER TYPE AND SELECTION PROCESS</p>	

☐ 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 **Funds are needed in advance for capacity, engagement and organizing technical studies.**

SELECT THE CODE FOR THE PROCUREMENT PROCESS 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]

The Nicola Bands (the Upper Nicola Band, of the Okanagan (Syilx) Nation, and the Lower Nicola, Coldwater, Nooaitch and Shackan Bands of the Nlaka'pamux Nation) are the target group First Nations that the Province is working with by way of the Collaborative Stewardship Framework in order to advance both environmental sustainability and reconciliation.

SELECT A TRADE AGREEMENT EXCLUSION CODE

300 - PURCHASE OF AN EXEMPTED GOOD/SERVICE

For Code 800 – Regional/Economic development – contact a Procurement Specialist

IF A COMPETITIVE PROCESS WAS USED CHOOSE THE SOLICITATION TYPE AND PROCESS USED AND INCLUDE THE SOLICITATION DOCUMENT AND RECIPIENT PROPOSAL WITH THE AGREEMENT FOR REVIEW

Choose the Type of Solicitation.
Choose the Process Used.

BUDGET

ACCOUNT CODING	CLIENT (MINISTRY)	RESPONSIBILITY	SERVICE LINE	STOB	PROJECT
	128	71993	40258	8001	7131102

PAYMENT METHOD ELECTRONIC FUNDS TRANSFER
IF 'D' cheque, provide instructions & mailing address:

FUNDING SOURCE:

☐ Base Budget ☐ Contingency ☐ Special Account ☒ Other CSF
☐ Funding is available within the division
☐ Funding is not available within the division but approved within the Ministry Treasury Board Approval Number #
☒ Funding is recoverable
Recovery Source: IFE Recovery Amount \$451,000.00

\$441,000.00X FY20 – DELIVERY TO THE PROVINCE OF THIS AGREEMENT SIGNED BY THE SCW'EXMX TRIBAL COUNCIL AUTHORIZED REPRESENTATIVE ON DD-MM-YYYY

BUDGET BREAKDOWN: \$10,000.00 FY20 - DELIVERY TO THE PROVINCE OF PROGRESS REPORT #1 AND FINANCIAL REPORT #1, DUE MARCH 15, 2020, FOR THE PERIOD OF OCTOBER 1, 2019 – MARCH 15, 2020.

GST APPLICABLE? ☐ YES ☒ 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]

Ongoing discussions with the recipient before, during and after the term of the agreement.

RISKS

<p>IDENTIFY RISKS AND STEPS TAKEN TO MITIGATE THE RISKS: EXAMPLE: FINANCIAL, SAFETY, PUBLIC RELATIONS ETC.</p>	<p>Risk to meeting government's priority files and the intended outcomes. Risk to relations between the Province and the Nicola Bands in the Nicola Watershed) as well as the other Collaborative Stewardship Framework Nations.</p>
<p>WHAT ARE THE RISKS IF THIS TRANSFER DOES NOT PROCEED?</p>	<p>The Province and Indigenous governments and communities share a common interest in protecting the health of our natural environment. The Collaborative Stewardship Framework (CSF) is being introduced as a mechanism to work together over the shared interests on the land.</p> <p>The CSF will be co-designed in collaboration with Indigenous governments and communities, and with appropriate cross-natural resource agency governance. Collaboration will ensure alignment of provincial objective setting, long-term monitoring and reporting, cumulative effects assessment, environmental stewardship initiatives, and other policies and programs to sustainably manage the province's natural environment.</p> <p>If the transfer does not succeed, this key government initiative will not have funding for its important initial work to begin within the timelines that have been outlined by Ministers.</p>
<p>OTHER CONSIDERATIONS:</p>	<p><input checked="" type="checkbox"/> THE TRANSFER WILL NOT ADVERSELY AFFECT EXISTING INDUSTRY</p> <p><input checked="" type="checkbox"/> THE TRANSFER WILL NOT CREATE A CONFLICT OF INTEREST BETWEEN PARTIES</p>

APPROVAL

POLICY REVIEW COMPLETED AND ATTACHED ☒

BUDGET REVIEW COMPLETED ☐

CHIEF FINANCIAL OFFICER
NAME: ~~Adam Taylor~~ Trevor Miller



SIGNATURE

November 5, 2019

DATE

EXPENSE AUTHORITY
NAME: Paul Rasmussen

SIGNATURE

October 28, 2019

DATE

QUALIFIED RECEIVER
NAME: Tammy Caruso

SIGNATURE

2019 Oct 1

DATE

ASSISTANT DEPUTY MINISTER (PROGRAM)
NAME: Paul Rasmussen

SIGNATURE

October 28, 2019

DATE

EXECUTIVE FINANCIAL OFFICER (FLNRORD only)
NAME: Trish Dohan

SIGNATURE

November 5, 2019

DATE

COMPLETE ONLY FOR MODIFICATIONS**RECIPIENT IDENTIFICATION**

LEGAL NAME OF RECIPIENT:

MODIFICATION #

(For example: 1, 2, etc.)

MODIFIED END DATE:

MODIFIED TOTAL AMOUNT:

\$

PROVIDE DETAILED REASON FOR THIS MODIFICATION INCLUDING:

- NEW TERMS / STIPULATIONS
- RISK OF NOT PROCEEDING

IS THE SCOPE OF THE PROJECT INCREASING? ☐ NO ☐ YESIF YES, IS A PRIVACY PROTECTION SCHEDULE REQUIRED FOR THIS AGREEMENT? ☐ NO ☐ YESIF YES, HAS AN INITIATIVE UPDATE TO THE PIA BEEN COMPLETED? ☐ YES ☐ NO BECAUSE

IF OPPORTUNITY WAS COMPETED, ARE THE NEW TERMS ALLOWABLE AS PER THE SOLICITATION DOCUMENT?

- ☐
- YES
-
- ☐
- NO

IF NO, COMPLETE THE DIRECT AWARD INFORMATION IN NUMBERS 1, 2 BELOW

IF THE OPPORTUNITY WAS DIRECT AWARDED, DOES THE SAME DIRECT AWARD RATIONALE STILL APPLY?

- ☐
- YES
-
- ☐
- NO

IF NO, COMPLETE THE DIRECT AWARD INFORMATION IN NUMBERS 1, 2 BELOW

1. SELECT THE DIRECT AWARD PROCESS AND AIT CODES THAT APPLIES TO THIS MOD.

Choose a Direct Award Code.

Choose a Trade Agreement Exclusion Code.

For Code 800 – Regional/Economic development – contact a Procurement Specialist

2. PROVIDE THE RATIONALE FOR THE DIRECT AWARD SELECTED ABOVE. [IF CODE 208 SELECTED, INCLUDE SPECIFIED TARGET GROUP]

IF THERE IS NO CHANGE TO THE FUNDING SKIP TO 'APPROVAL'

IF THE FUNDING HAS CHANGED– COMPLETE THE SECTIONS BELOW

NEW BUDGET BREAKDOWN:	\$	FY	\$	FY
	\$	FY	\$	FY

IF DIFFERENT FROM ORIGINAL, COMPLETE ACCOUNT CODING

CLIENT
(MINISTRY)

RESPONSIBILITY

SERVICE
LINE

STOB

PROJECT

IF DIFFERENT FROM ORIGINAL, COMPLETE FUNDING SOURCE

☐ Base Budget ☐ Contingency ☐ Special Account ☐ Other

- ☐
- Funding is available within the division
-
- ☐
- Funding is not available within the division but approved within the Ministry Treasury Board Approval Number #
-
- ☐
- Funding is recoverable

Recovery Source:

Recovery Amount \$

APPROVAL

POLICY REVIEW COMPLETED AND ATTACHED

☐

BUDGET REVIEW COMPLETED

☐CHIEF FINANCIAL OFFICER
NAME:

SIGNATURE

DATE

EXPENSE AUTHORITY
NAME:

SIGNATURE

DATE

ASSISTANT DEPUTY MINISTER (PROGRAM)
NAME:

SIGNATURE

DATE

EXECUTIVE FINANCIAL OFFICER (FLNRORD only)
NAME:

SIGNATURE

DATE

If at any time an additional modification agreement is required, add a page below and copy this Modification page in full onto it, then update the new page with the new modification number and other relevant information specific to the new modification.

16-09-2019

Agreement #:TP20DCS501

Scw'exmx Tribal Council
2090 Coutlee Avenue
Box 188
Merritt, British Columbia
V1K 1B8

Attention: Ms. Johnston

**Re: Collaborative Stewardship Framework Nicola Watershed Pilot MOU
and Collaborative Stewardship Framer- G2G Nicola Forum**

This letter of agreement (the "Agreement") will serve to confirm that Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister of Forests, Lands, Natural Resource Operations and Rural Development (the "Province"), through the Ministry of Forests, Lands, Natural Resource Operations and Rural Development (the "Ministry"), has agreed to provide financial assistance to the Scw'exmx Tribal Council (the "Scw'exmx Tribal Council" for the purposes of capacity funding to support the collaborative design and implementation of the Collaborative Stewardship Framework (CSF) Nicola Forum (the Project"), upon and subject to the following terms and conditions:

ENTIRE AGREEMENT

This Agreement (including any schedules and modifications to the Agreement) constitutes the Agreement in its entirety.

PURPOSE

The Province's contribution is to be used solely for the purpose of defraying the costs incurred by the Scw'exmx Tribal Council in carrying out and completing the Project as outlined in Schedule A and B to this Agreement.

PAYMENT

The Province will provide financial assistance to the Scw'exmx Tribal Council up to a maximum amount of: **\$524,789.00**

The Scw'exmx Tribal Council acknowledges that the above payment amount is the maximum contribution payable under this Agreement inclusive of any applicable taxes.

The financial assistance payable by the Province to the Scw'exmx Tribal Council will be in accordance with the conditions outlined in Schedule A and B of this Agreement.

RETURN OF FUNDS

If for any reason the Project is not completed, or any portion of the funds payable under this Agreement with this Agreement, the Scw'exmx Tribal Council upon receipt of written request of the Province may be required to repay the funds to the Province.

TERM

The Term of this Agreement starts September 16, 2019 and ends March 31, 2020

With the agreement of both parties, this Agreement may be reviewed and renewed for an additional one-year term.

MINISTRY REPRESENTATIVE

The Ministry Representative for all matters arising from and in relation to this Agreement is Tammy Caruso, Team Lead, Tammy.Caruso@gov.bc.ca.

The Scw'exmx Tribal Council will be notified promptly in writing of any change to the Ministry Representative.

ADDITIONAL TERMS AND CONDITIONS

Where applicable, this Agreement is subject to additional terms and conditions as outlined in **Schedule C** to this Agreement.

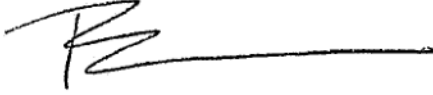
ACCEPTANCE

The Province recognizes that this Project funding is a positive and valuable contribution to the promotion of a sound relationship with the Scw'exmx Tribal Council and the stewardship of natural resources in British Columbia.

Confirmation of the Agreement with the foregoing terms and conditions will be achieved by dating and signing all copies of this Agreement in the space and manner indicated below.

I look forward to receipt of your confirmation.

Yours truly,



Paul Rasmussen
Assistant Deputy Minister,
Regional Operations Division, South Area
Ministry of Forests, Lands, Natural Resource Operations and Rural Development

Executed this 26 day of September, 2019.



Arlene Johnston, Executive Director
Scw'exmx Tribal Council

Executed this 25 day of Oct, 2020.

SCHEDULE A - THE PROJECT

1.0 PROJECT BACKGROUND

On March 23, 2018, the Province and the five Nicola Chiefs¹ signed a memorandum of understanding (MOU) that marks the initiation of a watershed-based pilot project (the Project) in the Nicola Watershed. Through the MOU the Parties' articulated a shared vision of collaborative water governance that embodies a government-to-government (G2G) relationship and draws on their respective laws and governance systems.

As a critical first step, the MOU brings together the Province and the five Nicola Chiefs through a collaborative governance approach called the Nicola Forum. Informed by Indigenous knowledge and best available science, this Forum will work together to identify sustainable water solutions.

Funding provided through this Agreement is intended to support the *Nicola Watershed Pilot Memorandum of Understanding* implementation priorities, specifically, building capacity within the First Nations communities to engage and co-lead this project.

1.1 DELIVERABLES

Project deliverables include but are not limited to:

- Capacity and operational staffing
- Facilitation and organization of Forum meetings
- Facilitation to support the Nicola Core Committee
- Progress Reports outlining the stewardship project(s) undertaken to design and implement the Project, which will outline the activities, overall costs and resulting products to date associated with the Project.

1.2 Reporting Requirements

Progress and Financial Reports as outlined below must not contain any personal information about the participants undertaking this agreement.

Project Reporting:

Ongoing Communication

¹ The Five Nicola Chiefs refer to the signatories to the MOU from the following five First Nations: Coldwater Indian Band, Lower Nicola Indian Band, Nooaitch Indian Band, Shackan Indian Band, and Upper Nicola Band.

SCHEDULE B - PAYMENT

1.0 PAYMENT SCHEDULE

Upon the Province's satisfaction of the following **PAYMENT REQUIREMENTS** the corresponding payment amounts will be paid to the Scw'exmx Tribal Council:

PAYMENT SCHEDULE	Amount
PAYMENT REQUIREMENT 1 – Delivery to the Province of this Agreement signed by the Scw'exmx Tribal Council representative due September 16, 2019. Payment will not be made before the start date of this Agreement.	\$514,789.00
PAYMENT REQUIREMENT 1 – Delivery to the Province of progress report #1 and financial report #1, due March 15, 2019, for the period of September 16, 2019 – March 31, 2020.	\$10,000.00
TOTAL	\$524,789.00

1.1 UNUSED OR SURPLUS FUNDS

At the sole discretion of the Province, any unused or surplus funds from the Project may be forwarded to future aspects of the Project.

The Scw'exmx Tribal Council 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.

Progress Reports

The Scw'exmx Tribal Council will:

Provide yearly **Progress Reports**, in electronic format, no later than March 15, 2020, that includes project highlights and a description of outcomes with respect to results and deliverables set out in Schedule A. Include a 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.

A Progress Report template will be provided by the Province.

Financial Reporting:

Financial Reporting will be done in concert with progress reporting on an annual basis.

The Scw'exmx Tribal Council must no later than March 15, 2020, provide a yearly **Financial Report** in an electronic form of the reporting template provided by the Province, including:

- a Project income and expenditure summary which identifies all sources and use of the total Project funds until March 31, 2020; and,
- a statement detailing the use of the Province's Financial contribution provided over the duration of the year, including an explanation of any financial variances.

SCHEDULE C - ADDITIONAL TERMS AND CONDITIONS

1.1 INDEPENDENT RELATIONSHIP

The Scw'exmx Tribal Council will not be the servant, employee, or agent of the Province. The Scw'exmx Tribal Council will not in any manner whatsoever commit or purport to commit the Province to the payment of any money to any person, firm, or corporation.

1.2 CONFIDENTIALITY

The Scw'exmx Tribal Council will treat as confidential all information and material supplied to or obtained by the Scw'exmx Tribal Council, 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.

1.3 INSPECTION

The Scw'exmx Tribal Council will permit the Province's representatives at all reasonable times and with sufficient notice, access to review the work done by the Scw'exmx Tribal Council in connection with the Project, except for any material deemed culturally sensitive by the Scw'exmx Tribal Council.

1.4 INDEMNITY

The Scw'exmx Tribal Council 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 Scw'exmx Tribal Council, or of any agent, employee, officer, director or sub-contractor of the Scw'exmx Tribal Council pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the Province.

1.5 APPROPRIATION

Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Scw'exmx Tribal Council pursuant to this Agreement is subject to:

- (a) there being sufficient monies available in an appropriation, as defined in the Financial Administration Act (the Financial

Administration Act and every amendment made thereto being collectively called the "Act"), to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to the Scw'exmx Tribal Council falls due pursuant to this Agreement, to make that payment; and

- (b) Treasury Board, as defined in the Act, not having controlled or limited, pursuant to the Act, expenditure under any appropriation referred to in the preceding subparagraph.

September 26, 2019

Agreement #:TP20DCS503

Scw'exmx Tribal Council
2090 Coutlee Avenue
Box 188
Merritt, British Columbia
V1K 1B8

Attention: Ms. Johnston

**Re: Collaborative Stewardship Framework Nicola Watershed Pilot MOU
and Collaborative Stewardship Framer- G2G Nicola Forum**

This letter of agreement (the "Agreement") will serve to confirm that Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister of Forests, Lands, Natural Resource Operations and Rural Development (the "Province"), through the Ministry of Forests, Lands, Natural Resource Operations and Rural Development (the "Ministry"), has agreed to provide financial assistance to the Scw'exmx Tribal Council (the "Scw'exmx Tribal Council" for the purposes of capacity funding to support the collaborative design and implementation of the Collaborative Stewardship Framework (CSF) Nicola Forum (the Project"), upon and subject to the following terms and conditions:

ENTIRE AGREEMENT

This Agreement (including any schedules and modifications to the Agreement) constitutes the Agreement in its entirety.

PURPOSE

The Province's contribution is to be used solely for the purpose of defraying the costs incurred by the Scw'exmx Tribal Council in carrying out and completing the Project as outlined in Schedule A and B to this Agreement.

PAYMENT

The Province will provide financial assistance to the Scw'exmx Tribal Council up to a maximum amount of: **\$451,000.00**

The Scw'exmx Tribal Council acknowledges that the above payment amount is the maximum contribution payable under this Agreement inclusive of any applicable taxes.

The financial assistance payable by the Province to the Scw'exmx Tribal Council will be in accordance with the conditions outlined in Schedule A and B of this Agreement.

RETURN OF FUNDS

If for any reason the Project is not completed, or any portion of the funds payable under this Agreement with this Agreement, the Scw'exmx Tribal Council upon receipt of written request of the Province may be required to repay the funds to the Province.

TERM

The Term of this Agreement starts October 1, 2019 and ends March 31, 2020

With the agreement of both parties, this Agreement may be reviewed and renewed for an additional one-year term.

MINISTRY REPRESENTATIVE

The Ministry Representative for all matters arising from and in relation to this Agreement is Tammy Caruso, Team Lead, Tammy.Caruso@gov.bc.ca.

The Scw'exmx Tribal Council will be notified promptly in writing of any change to the Ministry Representative.

ADDITIONAL TERMS AND CONDITIONS

Where applicable, this Agreement is subject to additional terms and conditions as outlined in **Schedule C** to this Agreement.

ACCEPTANCE

The Province recognizes that this Project funding is a positive and valuable contribution to the promotion of a sound relationship with the Scw'exmx Tribal Council and the stewardship of natural resources in British Columbia.

Confirmation of the Agreement with the foregoing terms and conditions will be achieved by dating and signing all copies of this Agreement in the space and manner indicated below.

I look forward to receipt of your confirmation.

Yours truly,



Paul Rasmussen
Assistant Deputy Minister,
Regional Operations Division, South Area
Ministry of Forests, Lands, Natural Resource Operations and Rural Development

Executed this 28 day of October, 2019.



Arlene Johnston, Executive Director
Scw'exmx Tribal Council

Executed this 1 day of Nov, 2019.

SCHEDULE A - THE PROJECT

1.0 PROJECT BACKGROUND

On March 23, 2018, the Province and the five Nicola Chiefs¹ signed a memorandum of understanding (MOU) that marks the initiation of a watershed-based pilot project (the Project) in the Nicola Watershed. Through the MOU the Parties' articulated a shared vision of collaborative water governance that embodies a government-to-government (G2G) relationship and draws on their respective laws and governance systems.

As a critical first step, the MOU brings together the Province and the five Nicola Chiefs through a collaborative governance approach called the Nicola Forum. Informed by Indigenous knowledge and best available science, this Forum will work together to identify sustainable water solutions.

Funding provided through this Agreement is intended to support the *Nicola Watershed Pilot Memorandum of Understanding* implementation priorities, specifically, building capacity within the First Nations communities to engage and co-lead this project.

1.1 DELIVERABLES

Project deliverables include but are not limited to:

- Capacity and operational staffing
- Facilitation and organization of Forum meetings
- Facilitation to support the Nicola Core Committee
- Progress Reports outlining the stewardship project(s) undertaken to design and implement the Project, which will outline the activities, overall costs and resulting products to date associated with the Project.

1.2 Reporting Requirements

Progress and Financial Reports as outlined below must not contain any personal information about the participants undertaking this agreement.

Project Reporting:

Ongoing Communication

¹ The Five Nicola Chiefs refer to the signatories to the MOU from the following five First Nations: Coldwater Indian Band, Lower Nicola Indian Band, Nooaitch Indian Band, Shackan Indian Band, and Upper Nicola Band.

The Scw'exmx Tribal Council 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.

Progress Reports

The Scw'exmx Tribal Council will:

Provide yearly **Progress Reports**, in electronic format, no later than March 15, 2020, that includes project highlights and a description of outcomes with respect to results and deliverables set out in Schedule A. Include a 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.

A Progress Report template will be provided by the Province.

Financial Reporting:

Financial Reporting will be done in concert with progress reporting on an annual basis.

The Scw'exmx Tribal Council must no later than March 15, 2020, provide a yearly **Financial Report** in an electronic form of the reporting template provided by the Province, including:

- a Project income and expenditure summary which identifies all sources and use of the total Project funds until March 31, 2020; and,
- a statement detailing the use of the Province's Financial contribution provided over the duration of the year, including an explanation of any financial variances.

SCHEDULE B - PAYMENT

1.0 PAYMENT SCHEDULE

Upon the Province's satisfaction of the following **PAYMENT REQUIREMENTS** the corresponding payment amounts will be paid to the Scw'exmx Tribal Council:

PAYMENT SCHEDULE	Amount
PAYMENT REQUIREMENT 1 – Delivery to the Province of this Agreement signed by the Scw'exmx Tribal Council representative due October 1, 2019. Payment will not be made before the start date of this Agreement.	\$441,000.00
PAYMENT REQUIREMENT 1 – Delivery to the Province of progress report #1 and financial report #1, due March 15, 2019, for the period of October 1, 2019 – March 31, 2020.	\$10,000.00
TOTAL	\$451,000.00

1.1 UNUSED OR SURPLUS FUNDS

At the sole discretion of the Province, any unused or surplus funds from the Project may be forwarded to future aspects of the Project.

SCHEDULE C - ADDITIONAL TERMS AND CONDITIONS

1.1 INDEPENDENT RELATIONSHIP

The Scw'exmx Tribal Council will not be the servant, employee, or agent of the Province. The Scw'exmx Tribal Council will not in any manner whatsoever commit or purport to commit the Province to the payment of any money to any person, firm, or corporation.

1.2 CONFIDENTIALITY

The Scw'exmx Tribal Council will treat as confidential all information and material supplied to or obtained by the Scw'exmx Tribal Council, 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.

1.3 INSPECTION

The Scw'exmx Tribal Council will permit the Province's representatives at all reasonable times and with sufficient notice, access to review the work done by the Scw'exmx Tribal Council in connection with the Project, except for any material deemed culturally sensitive by the Scw'exmx Tribal Council.

1.4 INDEMNITY

The Scw'exmx Tribal Council 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 Scw'exmx Tribal Council, or of any agent, employee, officer, director or sub-contractor of the Scw'exmx Tribal Council pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the Province.

1.5 APPROPRIATION

Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Scw'exmx Tribal Council pursuant to this Agreement is subject to:

- (a) there being sufficient monies available in an appropriation, as defined in the Financial Administration Act (the Financial Administration Act and every amendment made thereto being collectively called the "Act"), to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to the Scw'exmx Tribal Council falls due pursuant to this Agreement, to make that payment; and
- (b) Treasury Board, as defined in the Act, not having controlled or limited, pursuant to the Act, expenditure under any appropriation referred to in the preceding subparagraph.

**Nicola Watershed Governance Project
Memorandum of Understanding
(the "MOU")**

BETWEEN:

The Upper Nicola Band of the Okanagan (Syilx) Nation and the Lower Nicola, Coldwater, Nooaitch and Shackan Bands of the Nlaka'pamux Nation, (collectively the "**Nicola Bands**") as represented by their Chiefs and Councils ("**Nicola Chiefs**").

AND:

Her Majesty the Queen in right of the Province of British Columbia (the "**Province**"), as represented by the Minister of Indigenous Relations and Reconciliation, the Minister of Forests, Lands, Natural Resource Operations, and Rural Development and the Minister of Environment and Climate Change Strategy.

(Each "the Party" and collectively "the Parties")

PREAMBLE:

- A. Whereas the Nlaka'pamux and Syilx peoples have never ceded or surrendered their Aboriginal rights and title within their traditional territories, as affirmed by their Nlaka'pamux and Syilx laws and customs and dictated through their oral histories;
- B. Whereas both Parties are committed to the implementation of the *Declaration on the Rights of Indigenous Peoples Act*, (the "*Declaration Act*");

- C. Whereas the Nlaka'pamux and Syilx peoples have inherent rights to self-government and self-determination;
- D. Whereas the Nicola Chiefs are the elected representatives of the Nicola Bands of Nlaka'pamux and Syilx peoples of the Nicola Valley;
- E. Whereas the Aboriginal title and rights of the Nlaka'pamux and Syilx peoples are protected through the *Constitution Act*, 1982, section 35 (1) which states, "The existing aboriginal and treaty rights of the aboriginal peoples of Canada are hereby recognized and affirmed";
- F. The Province has an ongoing duty to consult with the Nicola Bands in a manner consistent with the honour of the Crown and where appropriate, to accommodate the Nlaka'pamux and Syilx peoples and when contemplating conduct that could adversely impact their Aboriginal title or rights; and
- G. The Parties entered into the Nicola Watershed Pilot Memorandum of Understanding in March 2018 (the "Pilot MOU") and have been working together in a government to government partnership to develop and pilot governance structure to sustainably manage water resources within the Nicola Watershed;
- H. The Parties wish to extend and strengthen their commitments to the development and implementation of collaborative and sustainable governance structures for water resources in the Nicola Watershed by replacing the Pilot MOU with this MOU.
- I. The Parties recognize that sufficient, reliable, and sustainable funding is required for the goals, objectives, and obligations under this MOU to be fulfilled.
- J. The Province recognizes the leadership the Nicola Chiefs have demonstrated by securing significant funding commitments and other forms of support from third parties.

Therefore the Parties' mutual intentions are as follows:

1.0 VISION

1.1 Recognizing the importance and interconnection of water to the health of human communities, ecosystems and the economy, the Province and the Nicola Chiefs will work in partnership, and through engagement of stakeholders, to sustainably govern water resources in the Nicola Watershed using collaboration, innovation, and creativity for the benefit of future generations.

1.2 In doing so, the Parties acknowledge the distinct perspectives each brings to the partnership, arising from their respective legal traditions and governance systems, including as follows:

Nlaka'pamux and Syilx peoples of the Nicola Valley

The relationship and responsibility of the Nlaka'pamux and Syilx peoples to lands, territories and water is the fundamental physical, cultural, and spiritual basis for our existence. Our peoples recognize water as a sacred entity and relative that connects all life.

We thus have a duty and responsibility to ensure that the water can maintain all of its relationships, known and unknown, by using and stewarding the water according to Nlaka'pamux and Syilx law as dictated through our oral histories and creation stories. These stories are embedded in our

Province of British Columbia

The *Water Sustainability Act* is British Columbia's principal law for protecting, managing and using water efficiently throughout the province. Given the pressures of a growing population, a changing climate and expanding development, we must take steps to ensure our supply of fresh, clean water is sustainable – not just to meet our needs today, but for generations to come.

The *Water Sustainability Act* was brought into effect on February 29, 2016 to help ensure that British Columbia's water stays healthy and secure for future generations. It legislatively enables the development of unique, area-based

culture and language, and play a vital role in teachings about Nlaka'pamux and Syilx laws, customs, values, governance structures and principles that, together, define and inform Nlaka'pamux and Syilx rights and responsibilities to the land and to our culture.

Our laws include Nlaka'pamux and Syilx principles regarding the relationship of humans to the non-human world, procedural requirements, and substantive legal rights and responsibilities.

Just as water connects all life, Nlaka'pamux and Syilx rights and responsibilities extend to all aspects of our territories and peoples.

New water collaborative governance approaches in the Nicola Valley are intended by the Nicola Chiefs to be a first step toward broader recognition of Nlaka'pamux and Syilx jurisdiction and legal authority.

1.3 The Parties' shared vision of collaborative water governance is one that embodies a government-to-government relationship between them, supports the implementation of UNDRIP, draws on the strengths of their respective laws and governance systems, and respects both Indigenous knowledge and best available science in planning and decision-making about water.

approaches to managing watersheds, expanding the potential for new leadership and approaches to watershed governance in BC. Key provisions in the act focus on protecting environmental flows; enabling objective setting to protect water quality, water quantity and aquatic ecosystems; planning at the watershed level; and managing during water shortage.

The *Declaration Act* was passed in November 2019. It requires that government, in consultation with indigenous peoples, prepare and implement an action plan and to ensure the laws of British Columbia are consistent with the United Nations Declaration on the Rights of Indigenous Peoples. It also enables the Province to enter into agreements with an Indigenous governing body, including in relation to joint and consent-based statutory decision making.

2.0 PRINCIPLES

2.1 In seeking to achieve the goals and objectives expressed in the MOU, the Parties agree to be guided by the following principles:

- a) The Parties will act in an open, good faith and transparent manner;
- b) The Parties are committed to a respectful relationship that is focused on collaboration and negotiation as the preferable path to reconciliation;
- c) The Parties will apply a joint solution-building approach that is cooperative, collaborative and strive for consensus-based decisions;
- d) The Parties will prioritize the goals and objectives expressed in the MOU and dedicate time, expertise, key decision makers and technical support to achieve them; and
- e) The Parties will explore decision-making processes and water sustainability measures that are consistent with the Parties' shared vision.

3.0 GOALS AND OBJECTIVES

3.1 The goal of this MOU is to establish a government to government partnership to develop and recommend a governance approach to sustainably manage water resources within the Nicola Watershed, informed by Nlaka'pamux and Syilx law, and the relevant legislative framework, including the *Declaration Act* and the *Water Sustainability Act*. Tools under these laws include, but are not limited to:

- a) Agreements under section 7 of the *Declaration Act* enabling statutory decisions to be made jointly by the Province and Indigenous governing bodies or with the consent of Indigenous governing bodies, subject to the requirements set out in that section;
- b) Regulation under s. 126 of the *Water Sustainability Act* to recognizing the decision-making authority of a governance body

developed through this partnership in relation to specified powers and duties;

- c) The development of a comprehensive Water Sustainability Plan under the *Water Sustainability Act* for the Nicola Watershed; and
- d) Establishment of mutually agreed-to water objectives for the Nicola Watershed under s. 43 of the *Water Sustainability Act*, including factors and criteria for evaluating the impacts of a land use or resource use proposal on objectives, and measures to address impacts of proposals on the objectives.

3.2 The Parties have established a Government to Government Forum to inform the development and recommendation of a governance structure or structures for the Nicola Watershed. The Parties, through the Government to Government Forum as appropriate, may:

- a) identify issues and develop solutions that address specific water management concerns in the Nicola Watershed;
- b) develop work plans, including timelines, for the development of relevant elements including, but not limited to:
 - i. Indigenous law and knowledge research and analysis by the Nicola Bands to inform their participation in the Government to Government Forum, and
 - ii. processes for engagement of Nlaka'pamux and Syilx communities and individuals, the public and stakeholders;
- c) identify the gaps, challenges and capacity development requirements with respect to the management water sources for all users;
- d) establish a process for internal and external communications;
- e) identify and recommend the implementation of appropriate legislative measures, informed by Nlaka'pamux and Syilx laws for managing water

resources;

- f) develop recommendations for new provincial policy, legislation and regulations and changes as it relates to the management of water resources; and
- g) establish and oversee technical working groups, subcommittees, or jointly retained experts.
- h) develop a dispute resolution procedure to address any concerns that may arise from this MOU;

3.3 The Government to Government Forum will consist of representatives designated by Nicola Chiefs and representatives designated by the Province. Third party members of the Government to Government Forum will be added with the consent of both Parties.

3.4 During the term of this MOU, the Parties will schedule discussions on a quarterly basis, or as otherwise agreed, between their respective senior representatives to discuss issues requiring leadership or guidance, including issues related to joint or consent-based decision-making, development of a Water Sustainability Plan, and revenue sharing.

4.0 FUNDING

4.1 The Province acknowledges that the Province holds the primary responsibility for supplying funding to support the implementation of this MOU.

4.2 Despite any other provision of this MOU, any payment of money by the Province pursuant to this MOU is subject to:

- (a) There being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, RSBC 1996, c 138, to enable the Province in any fiscal year or part thereof when such payment is required, to make such payment; and

- (b) Treasury Board not having controlled or limited expenditure, pursuant to the *Financial Administration Act*, under any appropriation necessary in order to make such payment.

4.3 The Parties will continue to work together to identify and secure the funding needed to support the full implementation of this MOU and the governance structures and management measures the Parties intend to develop hereunder and implement within the Nicola Watershed.

5.0 GENERAL PROVISIONS

5.1 This MOU:

- a) Does not constitute a treaty or land claim agreement within the meaning of section 25 or section 35 of the *Constitution Act*, 1982;
- b) Does not create, define, limit, recognize, deny, limit, prejudice, amend, abrogate, or derogate from the Aboriginal title or rights or other rights or interests of the Nlaka'pamux and Syilx peoples or the Nicola Bands;
- c) Does not limit the Parties' position in any legal proceeding or participation in other discussions, negotiations or settlements;
- d) Does not interfere with, or fetter, the exercise of any authority of either Party;
- e) May not be construed as consultation or consent for any provincial statutory decision;
- f) Is an expression of the mutual intentions of the Parties and, except for section 5.1, is not legally binding upon the Parties;
- g) May be amended in writing by mutual agreement of the Parties; and
- h) May be executed in two or more counterparts, each of which will be deemed to be an original and all of which will constitute one MOU.

6.0 TERM

6.1 The MOU will take effect on the last date it is signed by all of the Parties.

6.2 The term of the MOU is one year. The Parties may extend the term of the MOU in writing no less than 60 days before the end of the term.

6.3 The provisions of this MOU may be amended with the written consent of all Parties.

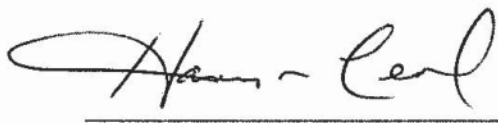
6.4 The Parties may terminate this MOU with 30 days' written notice where either Party believes the goals and objectives are not being met in a satisfactory matter.

6.5 Prior to a Party exercising their right to terminate this MOU, the Parties will make good faith efforts to resolve any concern or dispute through dispute resolution procedures developed by the Government to Government Forum.

6.6 If a dispute resolution process has not yet been developed by the Government to Government Forum or if the matter cannot be resolved through such a process the Parties shall meet in-person with one or more Ministers of the Province and one or more of the Nicola Chiefs.

SIGNED BY THE PARTIES:

Nicola Bands



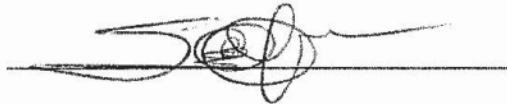
Chief Harvey McLeod, Upper Nicola Band

Signed this 5 day of Feb, 2020



Chief Lee Spahan, Coldwater Indian Band

Signed this 5 day of Feb, 2020



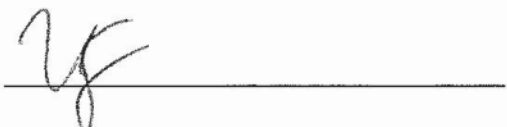
Chief Stu Jackson, Lower Nicola Indian Band

Signed this 5 day of February, 2020



Chief Jordan Joe, Shackan Indian Band

Signed this 7 day of Feb, 2020



Chief Marcel Shackelly, Nooaitch Indian Band

Signed this 7th day of February, 2020

**The Minister of Indigenous Relations and Reconciliation, on behalf of the
Province of British Columbia**



Honourable Scott Fraser, Minister

Signed this 23 day of July, 2020

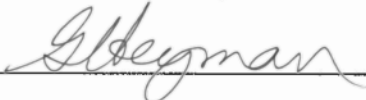
**The Minister of Forests, Lands, Natural Resource Operations,
and Rural Development, on behalf of the Province of British
Columbia**



Signed this 20 day of April, 2020

Honourable Doug Donaldson, Minister

**The Minister of Environment and Climate Change Strategy,
on behalf of the Province of British Columbia**



Signed this 18 day of Sept, 2020

Honourable George Heyman, Minister



Natural Resource Ministries

REQUEST FOR GOVERNMENT TRANSFER

COMPLETE THIS SECTION AFTER APPROVALS TO INITIATE PAYMENT

INVOICE NUMBER:		INVOICE PAYMENT AMOUNT	\$514,789.00
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MINISTRY AND TRANSFER PAYMENT IDENTIFICATION

MINISTRY:	FORESTS, LANDS, NATURAL RESOURCE OPERATIONS & RURAL DEVELOPMENT	BRANCH	Strategic Projects and Indigenous Policy Branch	
PROJECT TITLE:	Collaborative Stewardship Framework Project	DIVISION:	Resource Stewardship Division	
BRANCH CONTACT NAME:	Tammy Caruso	PHONE:	250-378-8411	FAX:
CONTACT NAME ON AGREEMENT:	Paul Rasmussen	PHONE:	250-420-2179	FAX:
ENTER THE DATE THAT THE MINISTRY IS MAKING THIS REQUEST:		July 5 2019		

TERM START DATE:	11-09- 2019	TERM END DATE:	31-03-2020	TOTAL AMOUNT:	\$524,789.00
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RECIPIENT IDENTIFICATION

LEGAL NAME OF RECIPIENT:	Scw'exmx Tribal Council					
RECIPIENT'S ADDRESS:	2090 Coutlee Ave, Box 188, Merritt, British Columbia, V1K 1B8					
RECIPIENT CONTACT NAME:	Arlene Johnston					
E-MAIL:	director@nicolatribal.org	PHONE:	250-378-4235	FAX:	250-378-9119	
CONTACT NAME ON AGREEMENT:						
E-MAIL:	DIRECTOR@NICOLATRIBAL.ORG	PHONE:	250-378-4235	FAX:	250-378-9119	

PROJECT DETAILS

<p>PROJECT DESCRIPTION & PRIVACY IMPACT ASSESSMENT NUMBER [CPPM 12.3.3 Part II]</p>	<p>DESCRIPTION OF THE Collaborative Stewardship Framework:</p> <p>The Collaborative Stewardship Framework (CSF), “the Project”, is intended to be a way of working with Indigenous governments and communities that supports the collaborative design and delivery of natural resource stewardship in the province. It seeks to advance both environmental sustainability and reconciliation, and in its initial three years, will involve five regionally based forums across the province.</p> <p>Through this initial work, a forum governance structure based on consensus decision-making and one or more stewardship projects will be co-designed and implemented, building the groundwork for long-term collaborative stewardship work together.</p> <p>Description of the Project:</p> <p>The purpose of this Agreement is to provide financial support to the Organization to participate in the implementation of the Project as outlined in this Agreement and under the Memorandum of Understanding with the Nicola Bands dated March 23, 2018 The purpose of the Project is the Nicola Watershed Pilot.</p> <p>The Nicola Watershed Pilot will focus on improving watershed governance and management by addressing key water related issues; building relationships with local First Nations, local governments and stakeholders; and, supporting innovative policy development. The pilot will be delivered through the above noted MOU. Partnership funds will be administered by the Scw'exmx Tribal Council (STA) as request by the Nicola Bands participating in the MOU. These funds specifically support First Nations capacity to engage in the Nicola Watershed Pilot. This funding will be used to hire more resources to support the project and support the staff already hired under previous agreements.</p> <p>The Forum Lead for the Project is Tammy Caruso (FLNRORD) and Naida Joe (Nicola First Nations).</p> <p>The Privacy Impact Assessment Number is: MIRR02-2018</p>
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<p>EXPLANATION AS TO HOW THE TRANSFER SUPPORTS THE MINISTRY SERVICE PLAN & OBJECTIVES [REQUIREMENT OF CPPM 21.3.1]</p>	<p>Supports the following objectives and performance measure in the current (2018/19) FLNRORD Service Plan:</p> <ul style="list-style-type: none"> • Objective 1.1 Natural resource management that improves public confidence and trust in the stewardship of natural resources. • Objective 2.1: Increased participation with Indigenous people in the work of the Ministry, and strengthened partnerships for the stewardship of natural resources and the natural resources economy. <p>Supports the following objectives and performance measures in the current (2018/19) MIRR Service Plan:</p> <ul style="list-style-type: none"> • Objective 1.1: Through extensive engagement, collaborate and build relationships with Indigenous peoples to inform government actions to develop and implement the new reconciliation vision. • Objective 2.1: Productively partner with other ministries, Indigenous governments, communities and organizations, stakeholders and other orders of government to improve socio-economic and socio-cultural outcomes, which includes sharing in benefits and collaboration on land-use planning and management. • Performance Measure 2.1b: Cumulative number of community well-being initiatives. <p>Supports the following Ministerial mandates:</p> <ul style="list-style-type: none"> • Moving forward on the Calls to Action of the Truth and Reconciliation Commission and reviewing policies, programs, and legislation to determine how to bring the principles of the declaration into action (2017, all provincial Ministries). • Work with the Minister of Indigenous Relations, First Nations and communities to modernize land-use planning and sustainably manage B.C.'s ecosystems, rivers, lakes, watersheds, forests and old growth (2017, FLNRORD). • Improve wildlife management and habitat conservation, and collaborate with stakeholders to develop long and short term strategies to manage B.C.'s wildlife resources (2017, FLNRORD). • Work collaboratively and respectfully with First Nations to establish a clear, cross-government vision of reconciliation to guide the adoption of the United Nations Declaration on the Rights of Indigenous Peoples, the Truth and Reconciliation Commission Calls to Action, and the Tsilhqot'in Supreme Court decision (2017, MIRR).
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<p>WHAT ARE THE EXPECTED OUTCOMES AND HOW WILL THE MINISTRY DETERMINE THAT THEY HAVE BEEN ACHIEVED?</p>	<p>There are three expected outcomes of this transfer agreement will support:</p> <ol style="list-style-type: none"> 1. The hiring of new staff to support capacity shortfalls 2. Continue to financially support staff and resources already in place for 2018/19 fiscal year. 3. Addition financial support for new projects within the pilot such as information sharing agreement and future agreements. <p>The Expected outcomes under the Pilot include:</p> <ul style="list-style-type: none"> • Improve internal governance and capacity of the Nicola Bands to participate in this and other initiatives. • Co-development and evaluation of a governance structure and Term of Reference for the Pilot Leadership Team, • Co-development and implementation with First Nations, of an engagement plan for rights holders and stakeholders, and • Water project identification and priority setting including baseline information gathering and project planning/budgeting.
<p>THE MINISTRY CANNOT BE THE OWNER OF MATERIALS PRODUCED OR THE MAIN BENEFICIARY OF THE SERVICES [CPPM 21.2]. STATE WHO WILL BE THE OWNER AND THE MAIN BENEFICIARY:</p>	<p>The Partnership is administered by the Scw'exmx Tribal Council which includes the Upper Nicola Band, of the Okanagan (Syilx) Nation, and the Lower Nicola, Coldwater, Nooaitch and Shackan Bands of the Nlaka'pamux Nation</p>
<p>PARTNERSHIPS INVOLVED:</p>	<p>The Scw'exmx Tribal Council which includes the Upper Nicola Band, of the Okanagan (Syilx) Nation, and the Lower Nicola, Coldwater, Nooaitch and Shackan Bands of the Nlaka'pamux Nation, the Province (including the agencies: Forests, Lands, Natural Resource Operations and Rural Development; Indigenous Relations and Reconciliation; Agriculture and the Ministry of Environment & Climate Change Strategy).</p>
<p>MINISTRY'S ROLE:</p>	<ul style="list-style-type: none"> • Provide funding and participate and coordinate Collaborative Stewardship Framework related activities as part of this collaborative process. • Demonstrate the Provinces commitment to reconciliation and UNDRIP implementation. • Support through senior staff involvement • Attend and participate in meetings, workshops to develop partnership agreements, projects and share learnings. • Ensure direction of the initiative is consistent with the legislative framework and aligned with broader government policy objectives. • Demonstrate the Provinces continues commitment to fully implement the <i>Water Sustainability Act</i>, including the watershed governance provisions.
<p>WHAT MONITORING IS IN PLACE? EXAMPLE:</p> <ul style="list-style-type: none"> • PERFORMANCE TARGETS • MILESTONES 	<ul style="list-style-type: none"> • The Organization must make all reasonable efforts to respond to <i>ad hoc</i> requests by the Province for information on the Project's progress. • The Organization must also advise the Province immediately of any substantial events that could have potential impacts on completing the work described in this Agreement. • The Organization will prepare and provide to the Province a Final Project report • The Organization will also be on an ongoing basis, accountable to the project team that meets regularly.
<p>RECIPIENT IS:</p>	<p><input type="checkbox"/> WITHIN <input checked="" type="checkbox"/> OUTSIDE GOVERNMENT REPORTING ENTITY</p>
<p>TRANSFER TYPE AND SELECTION PROCESS</p>	

<input type="checkbox"/> GRANT -STOB 77 – PGO PO Class: G <input checked="" type="checkbox"/> 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 Funds are needed in advance for capacity, engagement and organizing technical studies.					
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]		The Nicola Bands (the Upper Nicola Band, of the Okanagan (Syilx) Nation, and the Lower Nicola, Coldwater, Nooaitch and Shackan Bands of the Nlaka'pamux Nation) are the target group First Nations that the Province is working with by way of the Collaborative Stewardship Framework in order to advance both environmental sustainability and reconciliation.			
SELECT A <u>TRADE AGREEMENT EXCLUSION CODE</u>		300 - PURCHASE OF AN EXEMPTED GOOD/SERVICE For Code 800 – Regional/Economic development – contact a <u>Procurement Specialist</u>			
IF A COMPETITIVE PROCESS WAS USED CHOOSE THE SOLICITATION TYPE AND PROCESS USED AND INCLUDE THE SOLICITATION DOCUMENT AND RECIPIENT PROPOSAL WITH THE AGREEMENT FOR REVIEW			Choose the Type of Solicitation. Choose the Process Used.		
BUDGET					
ACCOUNT CODING	CLIENT (MINISTRY)	RESPONSIBILITY	SERVICE LINE	STOB	PROJECT
	128	71293	40258	8001	7131102
PAYMENT METHOD	ELECTRONIC FUNDS TRANSFER IF 'D' cheque, provide instructions & mailing address:				
FUNDING SOURCE:	<input type="checkbox"/> Base Budget <input type="checkbox"/> Contingency <input type="checkbox"/> Special Account <input checked="" type="checkbox"/> Other CSF <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 checked="" type="checkbox"/> Funding is recoverable Recovery Source: IFE Recovery Amount \$524,789.00				
BUDGET BREAKDOWN:	\$514,789.00X FY20 – DELIVERY TO THE PROVINCE OF THIS AGREEMENT SIGNED BY THE SCW'EXMX TRIBAL COUNCIL AUTHORIZED REPRESENTATIVE ON DD-MM-YYYY \$10,000.00 FY20 - DELIVERY TO THE PROVINCE OF PROGRESS REPORT #1 AND FINANCIAL REPORT #1, DUE MARCH 15, 2020, FOR THE PERIOD OF DATE OF THIS AGREEMENT – MARCH 15, 2020.				
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]	Ongoing discussions with the recipient before, during and after the term of the agreement.				
RISKS					

IDENTIFY RISKS AND STEPS TAKEN TO MITIGATE THE RISKS: EXAMPLE: FINANCIAL, SAFETY, PUBLIC RELATIONS ETC.	Risk to meeting government's priority files and the intended outcomes. Risk to relations between the Province and the Nicola Bands in the Nicola Watershed) as well as the other Collaborative Stewardship Framework Nations.
WHAT ARE THE RISKS IF THIS TRANSFER DOES NOT PROCEED?	<p>The Province and Indigenous governments and communities share a common interest in protecting the health of our natural environment. The Collaborative Stewardship Framework (CSF) is being introduced as a mechanism to work together over the shared interests on the land.</p> <p>The CSF will be co-designed in collaboration with Indigenous governments and communities, and with appropriate cross-natural resource agency governance. Collaboration will ensure alignment of provincial objective setting, long-term monitoring and reporting, cumulative effects assessment, environmental stewardship initiatives, and other policies and programs to sustainably manage the province's natural environment.</p> <p>If the transfer does not succeed, this key government initiative will not have funding for its important initial work to begin within the timelines that have been outlined by Ministers.</p>
OTHER CONSIDERATIONS:	<input checked="" type="checkbox"/> THE TRANSFER WILL NOT ADVERSELY AFFECT EXISTING INDUSTRY <input checked="" type="checkbox"/> THE TRANSFER WILL NOT CREATE A CONFLICT OF INTEREST BETWEEN PARTIES

APPROVAL

POLICY REVIEW COMPLETED AND ATTACHED



BUDGET REVIEW COMPLETED



CHIEF FINANCIAL OFFICER
NAME: Adam Taylor

SIGNATURE

DATE

EXPENSE AUTHORITY
NAME: Paul Rasmussen

SIGNATURE

DATE

QUALIFIED RECEIVER
NAME: Tammy Caruso

SIGNATURE

DATE

ASSISTANT DEPUTY MINISTER (PROGRAM)
NAME: Paul Rasmussen

SIGNATURE

DATE

EXECUTIVE FINANCIAL OFFICER (FLNRORD only)
NAME: Trish Dohan

SIGNATURE

DATE

COMPLETE <u>ONLY</u> FOR MODIFICATIONS					
RECIPIENT IDENTIFICATION					
LEGAL NAME OF RECIPIENT:					
MODIFICATION # (For example: 1, 2, etc.)		MODIFIED END DATE:		MODIFIED TOTAL AMOUNT:	\$
PROVIDE DETAILED REASON FOR THIS MODIFICATION INCLUDING: <ul style="list-style-type: none"> NEW TERMS / STIPULATIONS RISK OF NOT PROCEEDING 					
IS THE SCOPE OF THE PROJECT INCREASING? <input type="checkbox"/> NO <input type="checkbox"/> YES IF YES, IS A PRIVACY PROTECTION SCHEDULE REQUIRED FOR THIS AGREEMENT? <input type="checkbox"/> NO <input type="checkbox"/> YES IF YES, HAS AN INITIATIVE UPDATE TO THE PIA BEEN COMPLETED? <input type="checkbox"/> YES <input type="checkbox"/> NO BECAUSE					
IF OPPORTUNITY WAS COMPETED, ARE THE NEW TERMS ALLOWABLE AS PER THE SOLICITATION DOCUMENT?		<input type="checkbox"/> YES <input type="checkbox"/> NO IF NO, COMPLETE THE DIRECT AWARD INFORMATION IN NUMBERS 1, 2 BELOW			
IF THE OPPORTUNITY WAS DIRECT AWARDED, DOES THE SAME DIRECT AWARD RATIONALE STILL APPLY?		<input type="checkbox"/> YES <input type="checkbox"/> NO IF NO, COMPLETE THE DIRECT AWARD INFORMATION IN NUMBERS 1, 2 BELOW			
1. SELECT THE DIRECT AWARD PROCESS AND AIT CODES THAT APPLIES TO THIS MOD. .		Choose a Direct Award Code. Choose a Trade Agreement Exclusion Code. For Code 800 – Regional/Economic development – contact a <u>Procurement Specialist</u>			
2. PROVIDE THE RATIONALE FOR THE DIRECT AWARD SELECTED ABOVE. [IF CODE 208 SELECTED, INCLUDE SPECIFIED TARGET GROUP]					
IF THERE IS <u>NO CHANGE</u> TO THE FUNDING SKIP TO 'APPROVAL'					
IF THE <u>FUNDING HAS CHANGED</u> – COMPLETE THE SECTIONS BELOW					
NEW BUDGET BREAKDOWN:	\$	FY	\$	FY	
	\$	FY	\$	FY	
IF DIFFERENT FROM ORIGINAL, COMPLETE ACCOUNT CODING	CLIENT (MINISTRY)	RESPONSIBILITY	SERVICE LINE	STOB	PROJECT
IF DIFFERENT FROM ORIGINAL, COMPLETE FUNDING SOURCE	<input type="checkbox"/> Base Budget <input type="checkbox"/> Contingency <input type="checkbox"/> Special Account <input type="checkbox"/> Other				
	<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 \$				

APPROVAL			
POLICY REVIEW COMPLETED AND ATTACHED		BUDGET REVIEW COMPLETED	
<input type="checkbox"/>		<input type="checkbox"/>	
CHIEF FINANCIAL OFFICER NAME:	SIGNATURE		DATE
EXPENSE AUTHORITY NAME:	SIGNATURE		DATE
ASSISTANT DEPUTY MINISTER (PROGRAM) NAME:	SIGNATURE		DATE
EXECUTIVE FINANCIAL OFFICER (FLNRORD only) NAME:	SIGNATURE		DATE

If at any time an additional modification agreement is required, add a page below and copy this Modification page in full onto it, then update the new page with the new modification number and other relevant information specific to the new modification.



Natural Resource Ministries

REQUEST FOR GOVERNMENT TRANSFER

COMPLETE THIS SECTION AFTER APPROVALS TO INITIATE PAYMENT

INVOICE NUMBER:		INVOICE PAYMENT AMOUNT	\$514,789.00
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MINISTRY AND TRANSFER PAYMENT IDENTIFICATION

MINISTRY:	FORESTS, LANDS, NATURAL RESOURCE OPERATIONS & RURAL DEVELOPMENT	BRANCH	Strategic Projects and Indigenous Policy Branch	
PROJECT TITLE:	Collaborative Stewardship Framework Project	DIVISION:	Resource Stewardship Division	
BRANCH CONTACT NAME:	Tammy Caruso	PHONE:	250-378-8411	FAX:
CONTACT NAME ON AGREEMENT:	Paul Rasmussen	PHONE:	250-420-2179	FAX:
ENTER THE DATE THAT THE MINISTRY IS MAKING THIS REQUEST:		July 5 2019		

TERM START DATE:	11-09- 2019	TERM END DATE:	31-03-2020	TOTAL AMOUNT:	\$524,789.00
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RECIPIENT IDENTIFICATION

LEGAL NAME OF RECIPIENT:	Scw'exmx Tribal Council					
RECIPIENT'S ADDRESS:	2090 Coutlee Ave, Box 188, Merritt, British Columbia, V1K 1B8					
RECIPIENT CONTACT NAME:	Arlene Johnston					
E-MAIL:	director@nicolatribal.org	PHONE:	250-378-4235	FAX:	250-378-9119	
CONTACT NAME ON AGREEMENT:						
E-MAIL:	DIRECTOR@NICOLATTRIBAL.ORG	PHONE:	250-378-4235	FAX:	250-378-9119	

PROJECT DETAILS

<p>PROJECT DESCRIPTION & PRIVACY IMPACT ASSESSMENT NUMBER [CPPM 12.3.3 Part II]</p>	<p>DESCRIPTION OF THE Collaborative Stewardship Framework:</p> <p>The Collaborative Stewardship Framework (CSF), “the Project”, is intended to be a way of working with Indigenous governments and communities that supports the collaborative design and delivery of natural resource stewardship in the province. It seeks to advance both environmental sustainability and reconciliation, and in its initial three years, will involve five regionally based forums across the province.</p> <p>Through this initial work, a forum governance structure based on consensus decision-making and one or more stewardship projects will be co-designed and implemented, building the groundwork for long-term collaborative stewardship work together.</p> <p>Description of the Project:</p> <p>The purpose of this Agreement is to provide financial support to the Organization to participate in the implementation of the Project as outlined in this Agreement and under the Memorandum of Understanding with the Nicola Bands dated March 23, 2018 The purpose of the Project is the Nicola Watershed Pilot.</p> <p>The Nicola Watershed Pilot will focus on improving watershed governance and management by addressing key water related issues; building relationships with local First Nations, local governments and stakeholders; and, supporting innovative policy development. The pilot will be delivered through the above noted MOU. Partnership funds will be administered by the Scw'exmx Tribal Council (STA) as request by the Nicola Bands participating in the MOU. These funds specifically support First Nations capacity to engage in the Nicola Watershed Pilot. This funding will be used to hire more resources to support the project and support the staff already hired under previous agreements.</p> <p>The Forum Lead for the Project is Tammy Caruso (FLNRORD) and Naida Joe (Nicola First Nations).</p> <p>The Privacy Impact Assessment Number is: MIRR02-2018</p>
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<p>EXPLANATION AS TO HOW THE TRANSFER SUPPORTS THE MINISTRY SERVICE PLAN & OBJECTIVES [REQUIREMENT OF CPPM 21.3.1]</p>	<p>Supports the following objectives and performance measure in the current (2018/19) FLNRORD Service Plan:</p> <ul style="list-style-type: none"> • Objective 1.1 Natural resource management that improves public confidence and trust in the stewardship of natural resources. • Objective 2.1: Increased participation with Indigenous people in the work of the Ministry, and strengthened partnerships for the stewardship of natural resources and the natural resources economy. <p>Supports the following objectives and performance measures in the current (2018/19) MIRR Service Plan:</p> <ul style="list-style-type: none"> • Objective 1.1: Through extensive engagement, collaborate and build relationships with Indigenous peoples to inform government actions to develop and implement the new reconciliation vision. • Objective 2.1: Productively partner with other ministries, Indigenous governments, communities and organizations, stakeholders and other orders of government to improve socio-economic and socio-cultural outcomes, which includes sharing in benefits and collaboration on land-use planning and management. • Performance Measure 2.1b: Cumulative number of community well-being initiatives. <p>Supports the following Ministerial mandates:</p> <ul style="list-style-type: none"> • Moving forward on the Calls to Action of the Truth and Reconciliation Commission and reviewing policies, programs, and legislation to determine how to bring the principles of the declaration into action (2017, all provincial Ministries). • Work with the Minister of Indigenous Relations, First Nations and communities to modernize land-use planning and sustainably manage B.C.'s ecosystems, rivers, lakes, watersheds, forests and old growth (2017, FLNRORD). • Improve wildlife management and habitat conservation, and collaborate with stakeholders to develop long and short term strategies to manage B.C.'s wildlife resources (2017, FLNRORD). • Work collaboratively and respectfully with First Nations to establish a clear, cross-government vision of reconciliation to guide the adoption of the United Nations Declaration on the Rights of Indigenous Peoples, the Truth and Reconciliation Commission Calls to Action, and the Tsilhqot'in Supreme Court decision (2017, MIRR).
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<p>WHAT ARE THE EXPECTED OUTCOMES AND HOW WILL THE MINISTRY DETERMINE THAT THEY HAVE BEEN ACHIEVED?</p>	<p>There are three expected outcomes of this transfer agreement will support:</p> <ol style="list-style-type: none"> 1. The hiring of new staff to support capacity shortfalls 2. Continue to financially support staff and resources already in place for 2018/19 fiscal year. 3. Addition financial support for new projects within the pilot such as information sharing agreement and future agreements. <p>The Expected outcomes under the Pilot include:</p> <ul style="list-style-type: none"> • Improve internal governance and capacity of the Nicola Bands to participate in this and other initiatives. • Co-development and evaluation of a governance structure and Term of Reference for the Pilot Leadership Team, • Co-development and implementation with First Nations, of an engagement plan for rights holders and stakeholders, and • Water project identification and priority setting including baseline information gathering and project planning/budgeting.
<p>THE MINISTRY CANNOT BE THE OWNER OF MATERIALS PRODUCED OR THE MAIN BENEFICIARY OF THE SERVICES [CPPM 21.2]. STATE WHO WILL BE THE OWNER AND THE MAIN BENEFICIARY:</p>	<p>The Partnership is administered by the Scw'exmx Tribal Council which includes the Upper Nicola Band, of the Okanagan (Syilx) Nation, and the Lower Nicola, Coldwater, Nooaitch and Shackan Bands of the Nlaka'pamux Nation</p>
<p>PARTNERSHIPS INVOLVED:</p>	<p>The Scw'exmx Tribal Council which includes the Upper Nicola Band, of the Okanagan (Syilx) Nation, and the Lower Nicola, Coldwater, Nooaitch and Shackan Bands of the Nlaka'pamux Nation, the Province (including the agencies: Forests, Lands, Natural Resource Operations and Rural Development; Indigenous Relations and Reconciliation; Agriculture and the Ministry of Environment & Climate Change Strategy).</p>
<p>MINISTRY'S ROLE:</p>	<ul style="list-style-type: none"> • Provide funding and participate and coordinate Collaborative Stewardship Framework related activities as part of this collaborative process. • Demonstrate the Provinces commitment to reconciliation and UNDRIP implementation. • Support through senior staff involvement • Attend and participate in meetings, workshops to develop partnership agreements, projects and share learnings. • Ensure direction of the initiative is consistent with the legislative framework and aligned with broader government policy objectives. • Demonstrate the Provinces continues commitment to fully implement the <i>Water Sustainability Act</i>, including the watershed governance provisions.
<p>WHAT MONITORING IS IN PLACE? EXAMPLE:</p> <ul style="list-style-type: none"> • PERFORMANCE TARGETS • MILESTONES 	<ul style="list-style-type: none"> • The Organization must make all reasonable efforts to respond to <i>ad hoc</i> requests by the Province for information on the Project's progress. • The Organization must also advise the Province immediately of any substantial events that could have potential impacts on completing the work described in this Agreement. • The Organization will prepare and provide to the Province a Final Project report • The Organization will also be on an ongoing basis, accountable to the project team that meets regularly.
<p>RECIPIENT IS:</p>	<p><input type="checkbox"/> WITHIN <input checked="" type="checkbox"/> OUTSIDE GOVERNMENT REPORTING ENTITY</p>
<p align="center">TRANSFER TYPE AND SELECTION PROCESS</p>	

<input type="checkbox"/> GRANT -STOB 77 – PGO PO Class: G <input checked="" type="checkbox"/> 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 Funds are needed in advance for capacity, engagement and organizing technical studies.					
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]		The Nicola Bands (the Upper Nicola Band, of the Okanagan (Syilx) Nation, and the Lower Nicola, Coldwater, Nooaitch and Shackan Bands of the Nlaka'pamux Nation) are the target group First Nations that the Province is working with by way of the Collaborative Stewardship Framework in order to advance both environmental sustainability and reconciliation.			
SELECT A <u>TRADE AGREEMENT EXCLUSION CODE</u>		300 - PURCHASE OF AN EXEMPTED GOOD/SERVICE For Code 800 – Regional/Economic development – contact a <u>Procurement Specialist</u>			
IF A COMPETITIVE PROCESS WAS USED CHOOSE THE SOLICITATION TYPE AND PROCESS USED AND INCLUDE THE SOLICITATION DOCUMENT AND RECIPIENT PROPOSAL WITH THE AGREEMENT FOR REVIEW			Choose the Type of Solicitation. Choose the Process Used.		
BUDGET					
ACCOUNT CODING	CLIENT (MINISTRY)	RESPONSIBILITY	SERVICE LINE	STOB	PROJECT
	128	71293	40258	8001	7131102
PAYMENT METHOD	ELECTRONIC FUNDS TRANSFER IF 'D' cheque, provide instructions & mailing address:				
FUNDING SOURCE:	<input type="checkbox"/> Base Budget <input type="checkbox"/> Contingency <input type="checkbox"/> Special Account <input checked="" type="checkbox"/> Other CSF <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 checked="" type="checkbox"/> Funding is recoverable Recovery Source: IFE Recovery Amount \$524,789.00				
BUDGET BREAKDOWN:	\$514,789.00X FY20 – DELIVERY TO THE PROVINCE OF THIS AGREEMENT SIGNED BY THE SCW'EXMX TRIBAL COUNCIL AUTHORIZED REPRESENTATIVE ON DD-MM-YYYY \$10,000.00 FY20 - DELIVERY TO THE PROVINCE OF PROGRESS REPORT #1 AND FINANCIAL REPORT #1, DUE MARCH 15, 2020, FOR THE PERIOD OF DATE OF THIS AGREEMENT – MARCH 15, 2020.				
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]	Ongoing discussions with the recipient before, during and after the term of the agreement.				
RISKS					

IDENTIFY RISKS AND STEPS TAKEN TO MITIGATE THE RISKS: EXAMPLE: FINANCIAL, SAFETY, PUBLIC RELATIONS ETC.	Risk to meeting government's priority files and the intended outcomes. Risk to relations between the Province and the Nicola Bands in the Nicola Watershed) as well as the other Collaborative Stewardship Framework Nations.
WHAT ARE THE RISKS IF THIS TRANSFER DOES NOT PROCEED?	<p>The Province and Indigenous governments and communities share a common interest in protecting the health of our natural environment. The Collaborative Stewardship Framework (CSF) is being introduced as a mechanism to work together over the shared interests on the land.</p> <p>The CSF will be co-designed in collaboration with Indigenous governments and communities, and with appropriate cross-natural resource agency governance. Collaboration will ensure alignment of provincial objective setting, long-term monitoring and reporting, cumulative effects assessment, environmental stewardship initiatives, and other policies and programs to sustainably manage the province's natural environment.</p> <p>If the transfer does not succeed, this key government initiative will not have funding for its important initial work to begin within the timelines that have been outlined by Ministers.</p>
OTHER CONSIDERATIONS:	<input checked="" type="checkbox"/> THE TRANSFER WILL NOT ADVERSELY AFFECT EXISTING INDUSTRY <input checked="" type="checkbox"/> THE TRANSFER WILL NOT CREATE A CONFLICT OF INTEREST BETWEEN PARTIES

APPROVAL

POLICY REVIEW COMPLETED AND ATTACHED



BUDGET REVIEW COMPLETED



CHIEF FINANCIAL OFFICER
NAME: Adam Taylor

SIGNATURE

DATE

EXPENSE AUTHORITY
NAME: Paul Rasmussen

SIGNATURE

DATE

QUALIFIED RECEIVER
NAME: Tammy Caruso

SIGNATURE

DATE

ASSISTANT DEPUTY MINISTER (PROGRAM)
NAME: Paul Rasmussen

SIGNATURE

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EXECUTIVE FINANCIAL OFFICER (FLNRORD only)
NAME: Trish Dohan

SIGNATURE

DATE

COMPLETE <u>ONLY</u> FOR MODIFICATIONS					
RECIPIENT IDENTIFICATION					
LEGAL NAME OF RECIPIENT:					
MODIFICATION # (For example: 1, 2, etc.)		MODIFIED END DATE:		MODIFIED TOTAL AMOUNT:	\$
PROVIDE DETAILED REASON FOR THIS MODIFICATION INCLUDING: <ul style="list-style-type: none"> NEW TERMS / STIPULATIONS RISK OF NOT PROCEEDING 					
IS THE SCOPE OF THE PROJECT INCREASING? <input type="checkbox"/> NO <input type="checkbox"/> YES IF YES, IS A PRIVACY PROTECTION SCHEDULE REQUIRED FOR THIS AGREEMENT? <input type="checkbox"/> NO <input type="checkbox"/> YES IF YES, HAS AN INITIATIVE UPDATE TO THE PIA BEEN COMPLETED? <input type="checkbox"/> YES <input type="checkbox"/> NO BECAUSE					
IF OPPORTUNITY WAS COMPETED, ARE THE NEW TERMS ALLOWABLE AS PER THE SOLICITATION DOCUMENT?		<input type="checkbox"/> YES <input type="checkbox"/> NO IF NO, COMPLETE THE DIRECT AWARD INFORMATION IN NUMBERS 1, 2 BELOW			
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1. SELECT THE DIRECT AWARD PROCESS AND AIT CODES THAT APPLIES TO THIS MOD. .		Choose a Direct Award Code. Choose a Trade Agreement Exclusion Code. For Code 800 – Regional/Economic development – contact a <u>Procurement Specialist</u>			
2. PROVIDE THE RATIONALE FOR THE DIRECT AWARD SELECTED ABOVE. [IF CODE 208 SELECTED, INCLUDE SPECIFIED TARGET GROUP]					
IF THERE IS <u>NO CHANGE</u> TO THE FUNDING SKIP TO 'APPROVAL'					
IF THE <u>FUNDING HAS CHANGED</u> – COMPLETE THE SECTIONS BELOW					
NEW BUDGET BREAKDOWN:	\$	FY	\$	FY	
	\$	FY	\$	FY	
IF DIFFERENT FROM ORIGINAL, COMPLETE ACCOUNT CODING	CLIENT (MINISTRY)	RESPONSIBILITY	SERVICE LINE	STOB	PROJECT
IF DIFFERENT FROM ORIGINAL, COMPLETE FUNDING SOURCE	<input type="checkbox"/> Base Budget <input type="checkbox"/> Contingency <input type="checkbox"/> Special Account <input type="checkbox"/> Other				
	<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 \$				

APPROVAL			
POLICY REVIEW COMPLETED AND ATTACHED		BUDGET REVIEW COMPLETED	
<input type="checkbox"/>		<input type="checkbox"/>	
CHIEF FINANCIAL OFFICER NAME:	SIGNATURE		DATE
EXPENSE AUTHORITY NAME:	SIGNATURE		DATE
ASSISTANT DEPUTY MINISTER (PROGRAM) NAME:	SIGNATURE		DATE
EXECUTIVE FINANCIAL OFFICER (FLNRORD only) NAME:	SIGNATURE		DATE

If at any time an additional modification agreement is required, add a page below and copy this Modification page in full onto it, then update the new page with the new modification number and other relevant information specific to the new modification.