



Natural Resource Ministries

**REQUEST FOR
GOVERNMENT TRANSFER**

COMPLETE THIS SECTION AFTER APPROVALS TO INITIATE PAYMENT

INVOICE NUMBER:		INVOICE PAYMENT AMOUNT	\$750,000
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MINISTRY AND TRANSFER PAYMENT IDENTIFICATION

MINISTRY:	FORESTS, LANDS, NATURAL RESOURCE OPERATIONS & RURAL DEVELOPMENT	BRANCH	Regional Operations – Skeena Region	
PROJECT TITLE:	Collaborative Stewardship Framework Project	DIVISION:	Resource Management	
BRANCH CONTACT NAME:	Chris Hamilton	PHONE:	250-213-9032	FAX:
CONTACT NAME ON AGREEMENT:	Linda Robertson	PHONE:	250 847-7289	FAX:
ENTER THE DATE THAT THE MINISTRY IS MAKING THIS REQUEST:		August 23, 2019		

TERM START DATE:	SEPT 13, 2019	TERM END DATE:	MARCH 13, 2020	TOTAL AMOUNT:	\$750,000
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RECIPIENT IDENTIFICATION

LEGAL NAME OF RECIPIENT:	Tahltan, Kaska, Tlingit - 3N Society			
RECIPIENT'S ADDRESS:	113 Kluachon Sub, Iskut, BC V0J1K0			
RECIPIENT CONTACT NAME:	3N Society care of Michelle Miller			
E-MAIL:	s.22	PHONE:	250-638-7087	FAX:
CONTACT NAME ON AGREEMENT:	The 3N Society includes the following governing organizations and representatives. Each are signatories to the Contribution Agreement for this RGT. Tahltan Band Council (Chief Rick Maclean), Taku River Tlingit (Spokesperson John Ward), Tahltan Central Government (President Chad Norman Day), Kaska Dena Council (Chair Danny Case), Dease River Band Council (Chief Myles Manygreyhorses), Iskut Band Council (Chief Marie Quock) and the Daylu Dena Council (Chief Freddie Lutz Sr.)			
E-MAIL:	s.22	PHONE:	(250) 638-7087	FAX:

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 work, a forum governance structure based on consensus decision-making and 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. The purpose of the Project is for the Province to partner with the *Tahltan, Kaska, Tlingit - 3N Society* (herein ‘3 Nations’ or ‘3N-BC’) in reconciliation and stewardship of natural resource values.

This will be achieved through collaboration to build shared capacity to deliver upon shared outcomes which inform natural resource management processes. Specifically, this funding release will enable:

1. Implementation of the year 2 workplan (Appendix A). This includes work related to governance, land guardians and technical projects.
2. Finalization of the Enabling Agreement for this Forum. This Enabling Agreement will present the shared vision, objectives and intended outcomes for the Skeena CSF forum and the mechanisms for the parties to successfully work together. This work is close to completion and a draft has been accepted by 3 Nations leadership. Addressing coordination with other relevant Government-to-Government agreements is an outstanding item to be completed this fiscal.
3. Completion of financial and progress reports associated with the Contribution Agreement. These reports will be provided at fiscal year end to summarize project status for ongoing work and outcomes for completed workplan items. These reports will support transparency and accountability for this Forum.

The Forum Lead for the Project is Linda Robertson. The expense authority is Geoff Recknell and the Qualified Receiver is Paddy Hirshfield. All are based in the Skeena Region.

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 in the current (2019/20) FLNRORD Service Plan:

- Objective 2.1: Strengthen partnerships and increase engagement with Indigenous peoples in the management of B.C.'s natural resources.

Supports the following objectives in the current (2019/20) MIRR Service Plan:

- Objective 1.2: Increase opportunities to support Indigenous communities in governance building and to build associated capacity, funding sources and accountability.
- Objective 2.1: Implement the United Nations Declaration on the Rights of Indigenous Peoples, the Truth and Reconciliation Commission of Canada's Calls to Action, and the Tsilhqot'in Supreme Court decision.

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>To determine that outcomes have been achieved, the Organization and its designated representative(s) will provide to the Province a:</p> <ol style="list-style-type: none"> 1. Progress Report, in electronic format, no later than November 15, 2019 that includes: <ol style="list-style-type: none"> a. A status update of projects that were initiated in year 1 and carried over to year 2. For each project, indicate if it has been accomplished and if not, outline the timeline for completion. b. Project highlights and a description of outcomes to date for year 2 projects. For each project, include a description of the accomplishments / success of the project, challenges faced and solutions found, information on results that were not anticipated, and lessons learned. 2. Financial Report, no later than November 15, 2019 that provides an update on year 1 projects that were carried over to year 2. This must be in an electronic form of the reporting template provided by the Province. 3. Notwithstanding above, each item identified within the year one and two workplan that is completed in year two must include a Final Project Report. This must include sufficient detail to understand why the work was undertaken, what it seeks to achieve (objectives), methods employed, results that were achieved and recommendations for consideration by the parties. This is necessary to ensure the information legacy of this initiative is well documented. In cases where data was collected (e.g. wildlife inventories), raw files are expected to be shared with all parties to ensure shared understanding of outcomes can be achieved. Further, an executive summary and detailed budget of final project reports must be completed to assist with progress reporting and external communications for this Forum. 4. The 3 Nations Society must no later than March 13, 2020 provide a Financial Report in an electronic form of the reporting template provided by the Province, including: <ul style="list-style-type: none"> • Project income and expenditure summary which identifies all sources and use of the total Project funds until March 13, 2020; and • Statement detailing the use of the Province's Financial contribution provided over the duration of the Project, including an explanation of any financial variances.
<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>Tahltan, Kaska and Taku River Tlingit First Nations, as represented by the 3N Society.</p>

PARTNERSHIPS INVOLVED:	Tahltan, Kaska and Taku River Tlingit First Nations (represented by the <i>Tahltan, Kaska, Tlingit - 3N Society</i>), the Province (including the agencies: Forests, Lands, Natural Resource Operations and Rural Development; Energy, Mines and Petroleum Resource; Indigenous Relations and Reconciliation; and the Ministry of Environment & Climate Change Strategy, and the BC Oil and Gas Commission)
MINISTRY'S ROLE:	Provide funding and participate and coordinate Collaborative Stewardship Framework related activities as part of this collaborative process.
WHAT MONITORING IS IN PLACE? EXAMPLE: • 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.
RECIPIENT IS:	<input type="checkbox"/> WITHIN <input checked="" type="checkbox"/> OUTSIDE GOVERNMENT REPORTING ENTITY

TRANSFER TYPE AND SELECTION PROCESS

<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 USED.</u>	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 <i>Tahltan, Kaska, Tlingit - 3N Society</i> is the target group for this Agreement. They are one of 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 <i>INCLUDE THE SOLICITATION DOCUMENT AND RECIPIENT PROPOSAL WITH THE AGREEMENT FOR REVIEW</i>	Choose the Type of Solicitation. Choose the Process Used.

BUDGET

ACCOUNT CODING	CLIENT (MINISTRY)	RESPONSIBILITY	SERVICE LINE	STOB	PROJECT
	128	71830	30371	8001	7131105
PAYMENT METHOD	ELECTRONIC FUNDS TRANSFER				
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 \$750,000				

BUDGET BREAKDOWN:	\$700,000 for Fiscal 2019/2020 – DELIVERY TO THE PROVINCE OF A CONTRIBUTION AGREEMENT SIGNED BY THE 3N SOCIETY AUTHORIZED REPRESENTATIVE.		
	\$50,000 FOR FISCAL 2019/2020 - DELIVERY TO THE PROVINCE A PROGRESS REPORT AND FINANCIAL REPORT, DUE MARCH 13, 2020.		
GST APPLICABLE?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	VOTE: Vote 12 - ABRI - Treaty & Other Agreements Funding



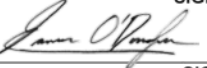

RECIPIENT CAPACITY

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.
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RISKS

IDENTIFY RISKS AND STEPS TAKEN TO MITIGATE THE RISKS: EXAMPLE: FINANCIAL, SAFETY, PUBLIC RELATIONS ETC.	<p>Risk to meeting government’s priority files and the intended outcomes. Risk to relations between the Province and the Tahltan, Kaska and Taku River Tlingit First Nations.</p> <p>The <i>Tahltan, Kaska, Tlingit - 3N Society</i> has proven to be a successful organization for receiving and dispersing finances amongst the 3 Nations. Risks associated with the management or fair dispersal of funds by the 3N Society is not anticipated based on previous work with the Ministry of Children and Family Development and Ministry of Indigenous Relations and Reconciliation.</p>
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 inter-agency cooperation within the Natural Resource Sector ministries.</p> <p>If the transfer does not succeed, this key government initiative will not have funding for its important Year 2 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	<input checked="" type="checkbox"/>	BUDGET REVIEW COMPLETED	<input checked="" type="checkbox"/>
CHIEF FINANCIAL OFFICER NAME: Adam Taylor Trevor Miller	 SIGNATURE		September 25, 2019 DATE
EXPENSE AUTHORITY NAME: Geoff Recknell	Approved via e-Approvals SIGNATURE		September 17, 2019 DATE
QUALIFIED RECEIVER NAME: Paddy Hirshfield	 SIGNATURE		September 16, 2019 DATE
ASSISTANT DEPUTY MINISTER (PROGRAM) NAME: Eamon O'Donoghue	 SIGNATURE		September 23, 2019 DATE
EXECUTIVE FINANCIAL OFFICER (FLNRORD only) NAME: Trish Dohan	 SIGNATURE		September 25, 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 YES
 IF YES, IS A PRIVACY PROTECTION SCHEDULE REQUIRED FOR THIS AGREEMENT? NO YES
 IF 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.

2019 Agreement #:TP20RSK027

Tahltan, Kaska, Tlingit - 3N Society
113 Kluachon Sub
Iskut, BC V0J 1K0
(250) 638-7087

Attention: Tahltan, Kaska, Tlingit - 3N Society

Re: 3 Nations-BC Collaborative Stewardship Framework - Contribution Agreement for 2019/2020

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 Tahltan, Kaska, Tlingit - 3N Society (the "3 Nations") for the purposes of enabling funding to support the collaborative design and implementation of the Collaborative Stewardship Framework (CSF) (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 3 Nations in carrying out and completing the Project as outlined in Schedule A and B to this Agreement.

PAYMENT

Through this Agreement, the Province will provide financial assistance to the 3 Nations for \$750,000.

The 3 Nations 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 3 Nations will be in accordance with the conditions outlined in Schedule A, B and C 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 3 Nations 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 13, 2019 and ends March 13, 2020

MINISTRY REPRESENTATIVE

The Ministry Representative for all matters arising from and in relation to this Agreement is Linda Robertson, Collaborative Stewardship Framework Lead for the Natural Resource Ministries in the Skeena Region. Phone 250 847-7289, Linda.Robertson@gov.bc.ca.

The 3 Nations 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 Tahltan, Kaska and Taku River Tlingit First Nations 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,

_____ Geoff Recknell Regional Executive Director, Regional Operations Division, Skeena Region Ministry of Forests, Lands, Natural Resource Operations and Rural Development	_____ Date Signed
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Tahltan, Kaska, Tlingit – 3N Society will achieve confirmation of the Agreement with the foregoing terms and conditions by dating and signing all copies of this Agreement in the space and manner indicated below.

Michelle Miller
On behalf of the Tahltan, Kaska and Tlingit – 3N Society

Date Signed

SCHEDULE A - THE PROJECT

1.0 PROJECT BACKGROUND

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 stewardship projects will be co-designed and implemented, building the groundwork for long-term collaborative stewardship together.

The intent of this Collaborative Stewardship Forum is to build shared capacity to deliver upon shared reconciliation and stewardship outcomes which inform wildlife management processes. If successful, this forum will attract additional investment for stewardship activities and recommend a transformative change toward enhanced collaboration on wildlife management across the 3 Nations territories.

This is the first Contribution Agreement for the 3 Nations-BC CSF forum in 2019/2020 and the third overall since the Project commenced in 2018/2019. It is intended to support implementation of the year two workplan for this fiscal.

If additional funding becomes available for this Agreement, at the sole discretion of the Province, any such funding increase would be by way of a modification agreement to this Agreement, to be signed by both parties. \$250,000 is the maximum amount of additional funding that may become available under this Agreement and would be to cover eligible costs for workplan priorities jointly identified by the Province and the 3 Nations Society.

1.1 DELIVERABLES

3 Nations are responsible for deliverables associated with this Contribution Agreement including:

1. Implementing the year two workplan (Appendix A). This includes work related to governance, land guardians and special projects to inform wildlife management.
2. Finalizing the Enabling Agreement for this Forum. This Enabling Agreement will present the shared vision, objectives and intended outcomes for the Skeena CSF forum and the mechanisms for the parties to successfully work together. This work is close to completion and a draft has been accepted by 3

Nations leadership. Addressing coordination with other relevant Government-to-Government agreements is an outstanding item to be completed this fiscal.

3. Competing bi-annual financial and progress reports associated with this Contribution Agreement. These reports will support transparency and accountability for this Forum.

1.2 Reporting Requirements

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

Project Reporting:

Ongoing Communication

The 3 Nations must make all reasonable efforts to respond to *ad hoc* requests by the Province for information on Project progress. The 3 Nations must also advise the Province immediately of any substantial events that could impact the Project timeline.

The 3 Nations will:

1. Provide a **Progress Report**, in electronic format, no later than November 15, 2019 that includes:
 - a) a status update of projects that were **initiated in year 1 and carried over to year 2**. For each project, indicate if it has been accomplished and if not, outline the timeline for completion.
 - b) project highlights and a description of outcomes to date for **year 2 projects**. For each project, include a description of the accomplishments / success of the project, challenges faced and solutions found, information on results that were not anticipated, and lessons learned.
2. Notwithstanding above, each item identified within the year one and two workplan that is completed in year two must include a final project report. This must include sufficient detail to understand why the work was undertaken, what it seeks to achieve (objectives), methods employed, results that were achieved and recommendations for consideration by the parties. This is necessary to ensure the information legacy of this initiative is well documented. In cases where data was collected (e.g. wildlife inventories), raw files are expected to be shared with all parties to ensure shared understanding of outcomes can be achieved. Further, an executive summary and detailed budget of final project reports must be completed to assist with progress

reporting and external communications for this Forum.

A Progress Report template was co-developed by the 3 Nations and BC and will be used for reporting.

Financial Reporting:

Financial Reporting will be done in concert with progress reporting.

The 3 Nations must no later than November 15, 2019 provide a **Financial Report** on year 1 projects that were carried over to year 2. This must be in an electronic form of the reporting template provided by the Province.

The 3 Nations must no later than March 13, 2020 provide a **Financial Report** in an electronic form of the reporting template provided by the Province, including a:

- a) Project income and expenditure summary which identifies all sources and use of the total Project funds until March 13, 2020; and
- b) A statement detailing the use of the Province's Financial contribution provided over the duration of the Project, 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 3 Nations:

PAYMENT SCHEDULE FOR 2019/2020	Amount
PAYMENT REQUIREMENT 1 – Delivery to the Province of this Agreement signed by the 3 Nations authorized representative due to the Province by, September 17, 2019. Payment will not be made before the start date of this Agreement.	\$700,000
PAYMENT REQUIREMENT 2 – Completion of year 2 progress and financial reporting, as identified in this agreement, by March 13, 2020	Up to \$50,000
TOTAL PAYMENTS FOR 2019/2020	Up to \$750,000

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 3 Nations will not be the servant, employee, or agent of the Province. The 3 Nations 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 3 Nations will treat as confidential all information and material supplied to or obtained by the 3 Nations, 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 3 Nations to fulfill its obligations under this Agreement.

1.3 INSPECTION

The 3 Nations will permit the Province's representatives at all reasonable times and with sufficient notice, access to review the work done by the 3 Nations in connection with the Project, except for any material deemed culturally sensitive by the 3 Nations.

1.4 INDEMNITY

The 3 Nations 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 3 Nations, or of any agent, employee, officer, director or sub-contractor of the 3 Nations 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 3 Nations 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 3 Nations 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.

2019 Agreement #:TP20RSK027

Tahltan, Kaska, Tlingit - 3N Society
113 Kluachon Sub
Iskut, BC V0J 1K0
(250) 638-7087

Attention: Tahltan, Kaska, Tlingit - 3N Society

Re: 3 Nations-BC Collaborative Stewardship Framework - Contribution Agreement for 2019/2020

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 Tahltan, Kaska, Tlingit - 3N Society (the "3 Nations") for the purposes of enabling funding to support the collaborative design and implementation of the Collaborative Stewardship Framework (CSF) (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 3 Nations in carrying out and completing the Project as outlined in Schedule A and B to this Agreement.

PAYMENT

Through this Agreement, the Province will provide financial assistance to the 3 Nations for \$750,000.

The 3 Nations 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 3 Nations will be in accordance with the conditions outlined in Schedule A, B and C 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 3 Nations 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 13, 2019 and ends March 13, 2020

MINISTRY REPRESENTATIVE

The Ministry Representative for all matters arising from and in relation to this Agreement is Linda Robertson, Collaborative Stewardship Framework Lead for the Natural Resource Ministries in the Skeena Region. Phone 250 847-7289, Linda.Robertson@gov.bc.ca.

The 3 Nations 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 Tahltan, Kaska and Taku River Tlingit First Nations 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,

<hr/>	September 30, 2019
Geoff Recknell	Date Signed
Regional Executive Director, Regional Operations	
Division, Skeena Region	
Ministry of Forests, Lands, Natural Resource Operations and Rural Development	

Tahltan, Kaska, Tlingit – 3N Society will achieve confirmation of the Agreement with the foregoing terms and conditions by dating and signing all copies of this Agreement in the space and manner indicated below.



Michelle Miller
On behalf of the Tahltan, Kaska and Tlingit – 3N Society

Sept 30/19
Date Signed

SCHEDULE A - THE PROJECT

1.0 PROJECT BACKGROUND

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 stewardship projects will be co-designed and implemented, building the groundwork for long-term collaborative stewardship together.

The intent of this Collaborative Stewardship Forum is to build shared capacity to deliver upon shared reconciliation and stewardship outcomes which inform wildlife management processes. If successful, this forum will attract additional investment for stewardship activities and recommend a transformative change toward enhanced collaboration on wildlife management across the 3 Nations territories.

This is the first Contribution Agreement for the 3 Nations-BC CSF forum in 2019/2020 and the third overall since the Project commenced in 2018/2019. It is intended to support implementation of the year two workplan for this fiscal.

If additional funding becomes available for this Agreement, at the sole discretion of the Province, any such funding increase would be by way of a modification agreement to this Agreement, to be signed by both parties. \$250,000 is the maximum amount of additional funding that may become available under this Agreement and would be to cover eligible costs for workplan priorities jointly identified by the Province and the 3 Nations Society.

1.1 DELIVERABLES

3 Nations are responsible for deliverables associated with this Contribution Agreement including:

1. Implementing the year two workplan (Appendix A). This includes work related to governance, land guardians and special projects to inform wildlife management.
2. Finalizing the Enabling Agreement for this Forum. This Enabling Agreement will present the shared vision, objectives and intended outcomes for the Skeena CSF forum and the mechanisms for the parties to successfully work together. This work is close to completion and a draft has been accepted by 3

Nations leadership. Addressing coordination with other relevant Government-to-Government agreements is an outstanding item to be completed this fiscal.

3. Competing bi-annual financial and progress reports associated with this Contribution Agreement. These reports will support transparency and accountability for this Forum.

1.2 Reporting Requirements

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

Project Reporting:

Ongoing Communication

The 3 Nations must make all reasonable efforts to respond to *ad hoc* requests by the Province for information on Project progress. The 3 Nations must also advise the Province immediately of any substantial events that could impact the Project timeline.

The 3 Nations will:

1. Provide a **Progress Report**, in electronic format, no later than November 15, 2019 that includes:
 - a) a status update of projects that were **initiated in year 1 and carried over to year 2**. For each project, indicate if it has been accomplished and if not, outline the timeline for completion.
 - b) project highlights and a description of outcomes to date for **year 2 projects**. For each project, include a description of the accomplishments / success of the project, challenges faced and solutions found, information on results that were not anticipated, and lessons learned.
2. Notwithstanding above, each item identified within the year one and two workplan that is completed in year two must include a final project report. This must include sufficient detail to understand why the work was undertaken, what it seeks to achieve (objectives), methods employed, results that were achieved and recommendations for consideration by the parties. This is necessary to ensure the information legacy of this initiative is well documented. In cases where data was collected (e.g. wildlife inventories), raw files are expected to be shared with all parties to ensure shared understanding of outcomes can be achieved. Further, an executive summary and detailed budget of final project reports must be completed to assist with progress

reporting and external communications for this Forum.

A Progress Report template was co-developed by the 3 Nations and BC and will be used for reporting.

Financial Reporting:

Financial Reporting will be done in concert with progress reporting.

The 3 Nations must no later than November 15, 2019 provide a **Financial Report** on year 1 projects that were carried over to year 2. This must be in an electronic form of the reporting template provided by the Province.

The 3 Nations must no later than March 13, 2020 provide a **Financial Report** in an electronic form of the reporting template provided by the Province, including a:

- a) Project income and expenditure summary which identifies all sources and use of the total Project funds until March 13, 2020; and
- b) A statement detailing the use of the Province's Financial contribution provided over the duration of the Project, 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 3 Nations:

PAYMENT SCHEDULE FOR 2019/2020	Amount
PAYMENT REQUIREMENT 1 – Delivery to the Province of this Agreement signed by the 3 Nations authorized representative due to the Province by, September 17, 2019. Payment will not be made before the start date of this Agreement.	\$700,000
PAYMENT REQUIREMENT 2 – Completion of year 2 progress and financial reporting, as identified in this agreement, by March 13, 2020	Up to \$50,000
TOTAL PAYMENTS FOR 2019/2020	Up to \$750,000

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 3 Nations will not be the servant, employee, or agent of the Province. The 3 Nations 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 3 Nations will treat as confidential all information and material supplied to or obtained by the 3 Nations, 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 3 Nations to fulfill its obligations under this Agreement.

1.3 INSPECTION

The 3 Nations will permit the Province's representatives at all reasonable times and with sufficient notice, access to review the work done by the 3 Nations in connection with the Project, except for any material deemed culturally sensitive by the 3 Nations.

1.4 INDEMNITY

The 3 Nations 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 3 Nations, or of any agent, employee, officer, director or sub-contractor of the 3 Nations 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 3 Nations 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 3 Nations 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.



Natural Resource Ministries

**REQUEST FOR
GOVERNMENT TRANSFER**

COMPLETE THIS SECTION AFTER APPROVALS TO INITIATE PAYMENT

INVOICE NUMBER:		INVOICE PAYMENT AMOUNT		650,000	
ACCOUNT CODING	CLIENT (MINISTRY)	RESPONSIBILITY	SERVICE LINE	STOB	PROJECT
	128	71830	30398	8001	7131105
NAME OF QUALIFIED RECEIVER: Linda Robertson					
QUALIFIED RECEIVER TO SIGN IN THE BOX PROVIDED HERE:					

MINISTRY AND TRANSFER PAYMENT IDENTIFICATION

MINISTRY:	FORESTS, LANDS, NATURAL RESOURCE OPERATIONS & RURAL DEVELOPMENT	BRANCH	Regional Operations – Skeena Region		
PROJECT TITLE:	Collaborative Stewardship Framework Project	DIVISION:	Resource Management		
BRANCH CONTACT NAME:	Lisa Helmer	PHONE:	250-896-8224	FAX:	NA
CONTACT NAME ON AGREEMENT:	Linda Robertson	PHONE:	250-877-2540	FAX:	NA
ENTER THE DATE THAT THE MINISTRY IS MAKING THIS REQUEST:		August 14, 2020			
TERM START DATE:	September 1, 2020	TERM END DATE:	March 31, 2021	TOTAL AMOUNT:	\$1,150,000

RECIPIENT IDENTIFICATION

LEGAL NAME OF RECIPIENT:	Tahltan, Kaska, Tlingit – 3N Society				
RECIPIENT'S ADDRESS:	113 Kluachon Sub, Iskut, BC V0J1K0				
RECIPIENT CONTACT NAME:	3N Society care of Michelle Miller				
E-MAIL:	s.22	PHONE:	250-638-7087	FAX:	NA
CONTACT NAME ON AGREEMENT:	Tahltan, Kaska, Tlingit -- 3N Society on behalf of the following governing organizations and representatives. Tahltan Band Council (Chief Rick Maclean), Taku River Tlingit (Spokesperson John Ward), Tahltan Central Government (President Chad Norman Day), Kaska Dena Council (Chair Danny Case), Dease River Band Council (Chief Myles Manygreyhorses), Iskut Band Council (Chief Marie Quock) and the Daylu Dena Council (Deputy Chief Harlan Schilling)				
E-MAIL:	s.22	PHONE:	250-638-7087	FAX:	

PROJECT DETAILS

PRIVACY IMPACT ASSESSMENT (PIA) NUMBER: MIRR02-2018

DESCRIPTION OF THE PROJECT:

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 3-year mandate, a regional forum governance structure based on consensus decision-making and stewardship projects will be co-designed and implemented, building the groundwork for long-term collaborative stewardship work together.

The purpose of this Agreement is to provide financial support to the Organization to participate in the implementation of Year 3 of the Project as

outlined in this Agreement. The purpose of the Project is for the Province to partner with the *Tahltan, Kaska, Tlingit - 3N Society* (herein ‘3 Nations’ or ‘3N-BC’) in reconciliation and stewardship of natural resource values.

This will be achieved through collaboration to build shared capacity to deliver upon shared outcomes which inform natural resource management processes. Specifically, this funding will enable the following program components to continue while work planning for Year 3 is completed:

1. Forum participation. Funding is required to ensure that 3N representatives can continue to participate in the Governance and Technical Working Teams. The immediate focus will be on work planning at both the strategic and project level.
2. Guardian Program employment support. The 3N Guardian Program is a core component of 3N-BC, and funding will ensure continuity of employment for the Guardians. Their work at the community level will be crucial to the success of the Moose Stewardship Pilot Project.

The Forum Lead for the Project is Linda Robertson. The expense authority is Geoff Recknell (Debbie Janning-Stewart/Acting EA) and the Qualified Receiver is Paddy Hirshfield. All are based in the Skeena Region.

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

<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 in the current FLNRORD Service Plan:</p> <ul style="list-style-type: none"> • Objective 2.1: Strengthen partnerships and increase engagement with Indigenous peoples in the management of B.C.'s natural resources and land base. • Objective 3.1: Improve wildlife management and support recovery of species at risk <p>Supports the following objectives in the current MIRR Service Plan:</p> <ul style="list-style-type: none"> • Objective 1.2: Increase opportunities to support Indigenous communities in governance building and to build associated capacity, funding sources and accountability. • Objective 2.1: Implement the United Nations Declaration on the Rights of Indigenous Peoples, the Truth and Reconciliation Commission of Canada's Calls to Action, and the Tsilhqot'in Supreme Court decision. <p>Supports the following FLNRORD 2020 Priorities:</p> <ul style="list-style-type: none"> • Sustainable natural resource management • Partnerships that support reconciliation with Indigenous Peoples • Implement the Declaration on the Rights of Indigenous Peoples Act • Improve Wildlife Management
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<p>WHAT ARE THE EXPECTED OUTCOMES AND HOW WILL THE MINISTRY DETERMINE THAT THEY HAVE BEEN ACHIEVED?</p>	<p>To determine that outcomes have been achieved, the Organization and its designated representative(s) will provide to the Province a:</p> <ol style="list-style-type: none"> 1. A work plan for year 3, developed collaboratively with BC representatives. A key component of year 3 work will be the Moose Stewardship Planning project. The work plan is due on or before October 15, 2020. 2. Financial and progress reports outlining the stewardship projects undertaken to design and implement the Project, which will outline the activities, overall costs and resulting products to date associated with the Project. <p><i>Progress Reports</i></p> <p>The 3 Nations will:</p> <ol style="list-style-type: none"> 1. Provide an Interim Report, in electronic format, no later than October 15, 2020 that includes a status update of ongoing projects that were initiated in years 1 and 2. The report for each project must include a description of the outcomes and deliverables, accomplishments to date and timeline for completion. 2. Provide a Final Report, in electronic format, no later than March 15, 2021 that includes a final project report for each item identified within the year 1,2, and 3 workplan that is completed in year 3. These reports must include sufficient detail to understand why the work was undertaken, what it seeks to achieve (objectives), methods employed, results that were achieved and recommendations for consideration by the parties. In cases where data was collected (e.g. wildlife inventories), raw files are expected to be shared with all parties to ensure shared understanding of outcomes can be achieved. <p><i>Financial Reports</i></p> <p>Financial Reporting will be done in concert with progress reporting. The 3 Nations will:</p> <ol style="list-style-type: none"> 1. Provide an Interim Financial Report no later than October 15, 2020. This must be in an electronic form of the reporting template provided by the Province. 2. Provide a Final Financial Report in an electronic form of the reporting template provided by the Province no later than March 15, 2021 that will include: <ul style="list-style-type: none"> • A Project income and expenditure summary which identifies all sources and use of the total Project funds; 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.
<p>THE MINISTRY CANNOT BE THE OWNER OF MATERIALS PRODUCED OR THE MAIN BENEFICIARY OF THE SERVICES [CPPM 21.2]. STATE THE OWNER AND MAIN BENEFICIARY:</p>	<p>Tahltan, Kaska and Taku River Tlingit First Nations, as represented by the 3N Society.</p>

PARTNERSHIPS INVOLVED:	Tahltan, Kaska and Taku River Tlingit First Nations (represented by the <i>Tahltan, Kaska, Tlingit - 3N Society</i>), the Province (including the agencies: Forests, Lands, Natural Resource Operations and Rural Development; Energy, Mines and Petroleum Resource; Indigenous Relations and Reconciliation; and the Ministry of Environment & Climate Change Strategy, and the BC Oil and Gas Commission).
MINISTRY'S ROLE:	Provide funding, lead and coordinate Collaborative Stewardship Framework related activities as part of this collaborative process.
WHAT MONITORING IS IN PLACE? EXAMPLE: PERFORMANCE TARGETS OR MILESTONES	<ul style="list-style-type: none"> The Organization must make all reasonable efforts to respond to ad hoc 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.
RECIPIENT IS:	<input type="checkbox"/> WITHIN <input checked="" type="checkbox"/> OUTSIDE GOVERNMENT REPORTING ENTITY

TRANSFER TYPE AND SELECTION PROCESS

<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 USED.</u>	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 <i>Tahltan, Kaska, Tlingit - 3N Society</i> is the target group for this Agreement. They are one of 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
IF A COMPETITIVE PROCESS WAS USED CHOOSE THE SOLICITATION TYPE AND PROCESS USED AND <i>INCLUDE THE SOLICITATION DOCUMENT AND RECIPIENT PROPOSAL WITH THE AGREEMENT FOR REVIEW</i>	<p>Choose the Type of Solicitation.</p> <p>Choose the Process Used.</p>

BUDGET

ACCOUNT CODING	CLIENT (MINISTRY)	RESPONSIBILITY	SERVICE LINE	STOB	PROJECT
	128	71830	30398	8001	7131105
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 \$1,150,000				
BUDGET BREAKDOWN:	\$650,000	FY20/21	\$	FY	
	\$500,000	FY20/21	\$	FY	

GST APPLICABLE?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	VOTE	Vote 12 - ABRI - Treaty & Other Agreements Funding
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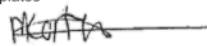
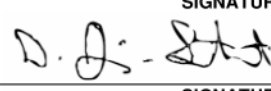


RECIPIENT CAPACITY

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.
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RISKS

IDENTIFY RISKS AND STEPS TAKEN TO MITIGATE THE RISKS: EXAMPLE: FINANCIAL, SAFETY, PUBLIC RELATIONS ETC.	<p>Risk to meeting government's priority files and the intended outcomes. Risk to relations between the Province and the Tahltan, Kaska and Taku River Tlingit First Nations.</p> <p>The <i>Tahltan, Kaska, Tlingit - 3N Society</i> has proven to be a successful organization for receiving and dispersing finances amongst the 3 Nations. Risks associated with the management or fair dispersal of funds by the 3N Society is not anticipated based on previous work with the Ministry of Children and Family Development and Ministry of Indigenous Relations and Reconciliation.</p>
WHAT ARE THE RISKS IF THIS TRANSFER DOES NOT PROCEED?	<p>Government committed to \$3million for 3 years to the 3N-BC Forum as part of the broader Collaborative Stewardship Framework. This is the final year of the mandate and funding is required to allow the Forum to complete the projects and initiatives already underway.</p> <p>If the transfer does not proceed, there will be significant damage to the government to government relationship, project outcomes will not be achieved and the investment made over the previous 2 years will be lost.</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 <input type="checkbox"/>	BUDGET REVIEW COMPLETED <input checked="" type="checkbox"/>
<small>Not Required- IFE agreement prepared on MIRR pre-approved IFE templates</small>	
CHIEF FINANCIAL OFFICER NAME: Melissa Kortum	 _____ SIGNATURE
EXPENSE AUTHORITY NAME: Debbie Janning-Stewart Acting/RED	 _____ SIGNATURE
ASSISTANT DEPUTY MINISTER (PROGRAM) NAME: Geoff Recknell Acting/ADM	 _____ SIGNATURE
EXECUTIVE FINANCIAL OFFICER (FLNRO only) NAME: Trish Doherty Sonja Martins A/EFO	 _____ SIGNATURE
	2020-08-24 _____ DATE 2020-08-17 _____ DATE 2020-08-19 _____ DATE August 26, 2020 _____ DATE



August 14, 2020

Agreement # TP21RSK020

Tahltan, Kaska, Tlingit - 3 Nations Society
113 Kluachon Sub
Iskut, BC V0J 1K0

Attention: Tahltan, Kaska, Tlingit - 3 Nations Society

Re: 3 Nations-BC Collaborative Stewardship Framework - Contribution Agreement for 2020/2021

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 Tahltan, Kaska, Tlingit - 3 Nations Society (the "3 Nations") for the purposes of enabling funding to support the collaborative design and implementation of the Collaborative Stewardship Framework (CSF) 3N-BC Forum (the "Project"), upon and subject to the following terms and conditions:

PURPOSE

The Province's contribution is to be used solely for the purpose of defraying the costs incurred by the 3 Nations 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 3 Nations up to a maximum amount of:

\$1,150,000.00

The 3 Nations acknowledges that the above payment amount under this Agreement is inclusive of any applicable taxes, other than any Goods and Services Tax (GST) for which the Province has expressly agreed to pay.

Ministry of Indigenous Relations
and Reconciliation

Mailing Address:
Box 9100 Stn Prov Govt
Victoria BC V8W 9B1

Website: www.gov.bc.ca/irr

The financial assistance payable by the Province to the 3 Nations 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 is not used in accordance with this Agreement, the 3 Nations 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 1, 2020 and ends March 31, 2021.

MINISTRY REPRESENTATIVE

The Ministry Representative for all matters arising from and in relation to this Agreement is Linda Robertson, Collaborative Stewardship Framework Lead for the Natural Resource Ministries in the Skeena Region. Phone 250 877-2540. Email Linda.Robertson@gov.bc.ca

The 3 Nations 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.

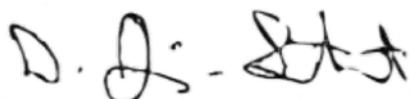
ACCEPTANCE

The Province recognizes that this Project funding is a positive and valuable contribution to the promotion of a sound relationship with the 3 Nations and economic development 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,



Debbie Janning-Stewart
Acting Regional Executive Director, Regional Operations Division, Skeena Region
Ministry of Forests, Lands, Natural Resource Operations and Rural Development

Executed this 09 day of September, 2020.



Michelle Miller

On behalf of the Tahltan, Kaska and Tlingit – 3 Nations Society

Executed this 04 day of SEPT, 2020.

SCHEDULE A - THE PROJECT

1.0 PROJECT BACKGROUND

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 stewardship projects will be co-designed and implemented, building the groundwork for long-term collaborative stewardship together.

The intent of the 3 Nations-BC Collaborative Stewardship Forum is to build shared capacity to deliver upon shared reconciliation and stewardship outcomes which inform wildlife management processes. If successful, this forum will attract additional investment for stewardship activities and recommend a transformative change toward enhanced collaboration on wildlife management across the 3 Nations territories.

This Agreement is for the third year of the 3 Nations-BC CSF Forum. It is intended to provide support for capacity to continue work already underway including development and implementation of the year 3 workplan, and guardian program activities.

1.1 DELIVERABLES

Project deliverables include but are not limited to:

1. A work plan for year 3, developed collaboratively with BC representatives. A key component of year 3 work will be the Moose Stewardship Planning project.
 - o The work plan and associated budget is due on or before October 15, 2020.
2. Financial and progress reports outlining the activities, overall costs and resulting products to date associated with the Project.

Progress Reports

The 3 Nations will:

- a) Provide an Interim Report, in electronic format, no later than October 15, 2020 that includes a status update of ongoing projects that

were initiated in years 1 and 2. The report for each project must include a description of the outcomes and deliverables, accomplishments to date and timeline for completion.

- b) Provide a Final Report, in electronic format, no later than March 15, 2021 that includes a final project report for each project that is completed in year 3. These reports must include sufficient detail to understand why the work was undertaken, what it seeks to achieve (objectives), methods employed, results that were achieved and recommendations for consideration by the parties. In cases where data was collected (e.g. wildlife inventories), raw files are expected to be shared with all parties to ensure shared understanding of outcomes can be achieved.

Financial Reports

Financial Reporting will be done in concert with progress reporting. The 3 Nations will:

- a) Provide an Interim Financial Report no later than October 15, 2020. This must be in an electronic form of the reporting template provided by the Province.
- b) Provide a Final Financial Report in an electronic form of the reporting template provided by the Province no later than March 15, 2021 that will include:
 - A Project income and expenditure summary which identifies all sources and use of the total Project funds; 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 3 Nations Society:

PAYMENT SCHEDULE	Amount
PAYMENT REQUIREMENT 1 – Delivery to the Province of this Agreement signed by the 3 Nations Society authorized representative due 01-09-2020. Payment will not be made before the start date of this Agreement.	\$650,000
PAYMENT REQUIREMENT 2 – Delivery to the Province by October 15, 2020 of <ol style="list-style-type: none">1. A year 3 work plan and associated budget2. Progress Report and Interim Financial Report for ongoing projects initiated in Years 1 and 2.	\$500,000
TOTAL	\$1,150,000

SCHEDULE C - ADDITIONAL TERMS AND CONDITIONS

1.1 INDEPENDENT RELATIONSHIP

The 3 Nations Society will not be the servant, employee, or agent of the Province. The 3 Nations Society 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 3 Nations Society will treat as confidential all information and material supplied to or obtained by the 3 Nations Society, 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 3 Nations Society to fulfill its obligations under this Agreement.

1.3 REPORTS

The 3 Nations Society will fully inform the Province's representatives of the work done and to be done by the 3 Nations Society in connection with the Project.

1.4 INDEMNITY

The 3 Nations Society 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 3 Nations Society, or of any agent, employee, officer, director or sub-contractor of the 3 Nations Society 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 3 Nations Society 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 3 Nations 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.