



January 17, 2019
377836

Confidential

John Allan
Deputy Minister
Ministry of Forests, Lands, Natural Resource Operations and Rural Development
PO BOX 9352 Stn Prov Govt
Victoria BC V8W 9M1

Dear Colleague:

Re: Multi-year STOB 80 Funding for Caribou Habitat Restoration

I am writing to inform you that I have approved your ministry to engage the Habitat Conservation Trust Fund in a three-year shared cost arrangement (STOB 80) between 2018/19 to 2020/21 of up to \$2 million annually to support critical habitat protection for provincial caribou populations.

This approval is subject to your ministry ensuring due diligence is undertaken to confirm the recipient is a bona fide organization, and that there is a report back to the ministry on progress and outcomes achieved.

Sincerely,

Heather Wood
Secretary to Treasury Board

cc: See attached distribution list

Distribution List:

cc: Trish Dohan
Assistant Deputy Minister and Executive Financial Officer
Ministry of Forests, Lands, Natural Resource Operations, and Rural Development

Adam Taylor
Executive Director and Chief Financial Officer
Ministry of Forests, Lands, Natural Resource Operations, and Rural Development



Natural Resource Ministries

REQUEST FOR GOVERNMENT TRANSFER

COMPLETE THIS SECTION AFTER APPROVALS TO INITIATE PAYMENT

INVOICE NUMBER:	INVOICE PAYMENT AMOUNT				
ACCOUNT CODING	CLIENT (MINISTRY)	RESPONSIBILITY	SERVICE LINE	STOB	PROJECT
NAME OF QUALIFIED RECEIVER:					
QUALIFIED RECEIVER TO SIGN IN THE BOX PROVIDED HERE: X					

MINISTRY AND TRANSFER PAYMENT IDENTIFICATION

MINISTRY:	FORESTS, LANDS, NATURAL RESOURCE OPERATIONS & RURAL DEVELOPMENT	BRANCH	Provincial Caribou Recovery Program		
PROJECT TITLE:	Caribou Habitat Restoration	DIVISION:	Resource Stewardship		
BRANCH CONTACT NAME:	Joelle Scheck	PHONE:	250-787-3393	FAX:	
CONTACT NAME ON AGREEMENT:	Joelle Scheck	PHONE:	250-787-3393	FAX:	
ENTER THE DATE THAT THE MINISTRY IS MAKING THIS REQUEST:		January 31, 2019			
TERM START DATE:	Feb 1, 2019	TERM END DATE:	March 31, 2021	TOTAL AMOUNT:	\$6,000,000

RECIPIENT IDENTIFICATION

LEGAL NAME OF RECIPIENT:	Habitat Conservation Trust Foundation				
RECIPIENT'S ADDRESS:	#107 – 19 Dallas Road, Victoria, BC V8V 5A6				
RECIPIENT CONTACT NAME:	Brian Springinotic, Chief Executive Officer				
E-MAIL:	Brian.Springinotic@hctf.ca	PHONE:	250-940-9788	FAX:	
CONTACT NAME ON AGREEMENT:	Brian Springinotic, Chief Executive Officer				
E-MAIL:	Brian.Springinotic@hctf.ca	PHONE:	250-940-9788	FAX:	

PROJECT DETAILS

PROJECT DESCRIPTION & PRIVACY IMPACT ASSESSMENT NUMBER [CPPM 12.3.3 Part II]	PRIVACY IMPACT ASSESSMENT (PIA) NUMBER: FLNR18017 DESCRIPTION OF THE PROJECT: As part of the Provincial Caribou Recovery Program, this project will establish a caribou habitat restoration program that will collect and efficiently allocate funds to conduct restoration projects across BC.
EXPLANATION AS TO HOW THE TRANSFER SUPPORTS THE MINISTRY SERVICE PLAN & OBJECTIVES [REQUIREMENT OF CPPM 21.3.1]	Continue support for a caribou habitat restoration program and fund supports the objective of: Public confidence and trust in the stewardship of British Columbia's natural resources. Work will reduce the risk of extirpation of caribou from their current range and distribution.
WHAT ARE THE EXPECTED OUTCOMES AND HOW WILL THE MINISTRY DETERMINE THAT THEY HAVE BEEN ACHIEVED?	Delivery of functional and ecological restoration activities in caribou habitat. Ministry will review project reports and conduct site inspections of restoration sites.
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:	Habitat Conservation Trust Foundation, Environment and Climate Change Canada; the BC public.
PARTNERSHIPS INVOLVED:	Natural Resource Sector, Environment and Climate Change Canada, First Nations communities.
MINISTRY'S ROLE:	Provide project parameters and access information to enable priority setting for projects.
WHAT MONITORING IS IN PLACE? EXAMPLE: PERFORMANCE TARGETS OR MILESTONES	None in place. Will be established as program begins operational implementation
RECIPIENT IS:	<input type="checkbox"/> WITHIN <input checked="" type="checkbox"/> OUTSIDE GOVERNMENT REPORTING ENTITY

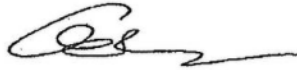
TRANSFER TYPE AND SELECTION PROCESS

<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 In support of the Treasury Board's three year shared cost arrangement commitment. (See attached letter)					
SELECT THE CODE FOR THE PROCUREMENT PROCESS USED.		208 Direct Award - SCA - Financial Assistance to Target Group			
IF DIRECT AWARD, PROVIDE RATIONALE <i>(IF CODE 208 WAS SELECTED ABOVE, INCLUDE SPECIFIED TARGET GROUP)</i>		See attached commitment letter for multi-year STOB 80 Funding for Caribou Habitat Restoration)			
SELECT A TRADE AGREEMENT EXCLUSION CODE		300 - PURCHASE OF AN EXEMPTED GOOD/SERVICE			
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	71613	08500	80	7135108
PAYMENT METHOD	CHEQUE TO BE MAILED TO PAYEE IF 'D' cheque, provide instructions & mailing address: HABITAT CONSERVATION TRUST FOUNDATION #107-19 DALLAS ROAD, VICTORIA, BC V8V 5A6				
FUNDING SOURCE:	<input checked="" type="checkbox"/> Base Budget <input type="checkbox"/> Contingency <input type="checkbox"/> Special Account <input type="checkbox"/> Other <input checked="" type="checkbox"/> Funding is available within the division <input type="checkbox"/> Funding is not available within the division but approved within the Ministry Treasury Board Approval Number # <input type="checkbox"/> Funding is recoverable Recovery Source: Recovery Amount \$				
BUDGET BREAKDOWN:	\$2,000,000	FY18/19	\$2,000,000	FY19/20	
	\$2,000,000	FY 20/21	Attached TB approval letter for multiyear		
GST APPLICABLE?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	VOTE	Choose a Vote Number.		
RECIPIENT CAPACITY					
WHAT DUE DILIGENCE WAS DONE TO ASSURE THAT THE RECIPIENT HAS SUFFICIENT CAPACITY TO COMPLETE THE PROJECT? <i>[REQUIREMENT OF CPPM 21.3.5]</i>	The recipient has demonstrated leadership in funding allocation for planning and delivery of habitat restoration projects in BC. Our due diligence assessment is based on our experience working with the party to date, and the habitat restoration results they have demonstrated on projects supported by previous funding from the Province.				
RISKS					
IDENTIFY RISKS AND STEPS TAKEN TO MITIGATE THE RISKS: EXAMPLE: FINANCIAL, SAFETY, PUBLIC RELATIONS ETC.	HCTF becomes insolvent: HCTF has an assured revenue stream through a legislated surcharge. It is established under the societies act.				
WHAT ARE THE RISKS IF THIS TRANSFER DOES NOT PROCEED?	Caribou recovery will be delayed with an increased risk of extirpation; increased risk of federal intervention.				
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 ☐

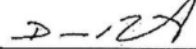
BUDGET REVIEW COMPLETED ☐

CHIEF FINANCIAL OFFICER
NAME: Adam Taylor



Feb. 14, 2019

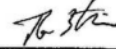
EXPENSE AUTHORITY
NAME: David Muter



SIGNATURE

DATE
Feb 13, 2019

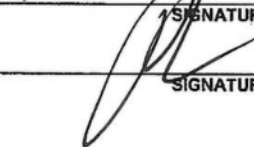
ASSISTANT DEPUTY MINISTER (PROGRAM)
NAME: Tom Ethier



SIGNATURE

DATE
Feb. 14, 2019

EXECUTIVE FINANCIAL OFFICER (FLNRO only)
NAME: Trish Dohan



SIGNATURE

DATE
Feb 14, 2019

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.

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
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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 (FLNRO 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

**GOVERNMENT TRANSFER –
SHARED COST ARRANGEMENT**

Agreement #: TP19CRP0006

Project Title: CARIBOU HABITAT RESTORATION

THIS AGREEMENT dated for reference the 11TH day of FEBRUARY, 2019.

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, represented by the Minister of FORESTS, LANDS,
NATURAL RESOURCE OPERATIONS AND RURAL DEVELOPMENT

(the "Province")

AND Habitat Conservation Trust Foundation

(the "Recipient")

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

SECTION 1 - DEFINITIONS

1. Where used in this Agreement

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

SECTION 2 - APPOINTMENT

The Recipient must carry out and complete the Project described in Schedule A and may use the Province's funding only for the purpose specified in Schedule A.

SECTION 3 – PAYMENT OF FINANCIAL CONTRIBUTION

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

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

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

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

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

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

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

SECTION 4 - REPRESENTATIONS AND WARRANTIES

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

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

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

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

SECTION 5 - INDEPENDENT RELATIONSHIP

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

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

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

SECTION 6 – RECIPIENT’S OBLIGATIONS

The Recipient must:

- (a) carry out the Services in accordance with the terms of this Agreement during the Term stated in Schedule A;
- (b) comply with the payment requirements set out in Schedule B, including all requirements concerning the use, application and expenditure of the payments provided under this Agreement;
- (c) comply with all applicable laws;
- (d) hire and retain only qualified staff;
- (e) unless agreed otherwise, supply, at its own cost, all labor, materials and approvals necessary to carry out the Services;
- (f) unless agreed otherwise, retain ownership to all assets acquired or intangible property created in the process of carrying out this Agreement;
- (g) co-operate with the Province in making public announcements regarding the Services and the details of this Agreement that the Province requests; and
- (h) acknowledge the financial contribution made by the Province to the Recipient for the Services in any Materials, by printing on each of the Materials the following statement:

"We gratefully acknowledge the financial support of the Province of British Columbia through the Ministry of Forests, Lands, Natural Resource Operations and Rural Development"

SECTION 7 - RECORDS

The Recipient will:

- (a) establish and maintain accounting and administrative records in form and content satisfactory of the Province;
- (b) establish and maintain books of account, invoices, receipts and vouchers for all expenses incurred in form and content satisfactory to the Province; and
- (c) permit the Province, for monitoring and audit purposes, at all reasonable times, on reasonable notice, to enter any premises used by the Recipient to deliver the Services or keep any documents or records pertaining to the Services, in order for the Province to inspect, audit, examine, review and copy any findings, data, specifications, drawings, working papers, reports, surveys, spread sheets, evaluations, documents, databases and material, (both printed and electronic, including, but not limited to, hard disk or

USB's), whether complete or not, that are produced, received or otherwise acquired by the Recipient as a result of this Agreement.

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

SECTION 8 - NON EXPENDED FINANCIAL CONTRIBUTION

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

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

SECTION 9 - CONFLICT OF INTEREST

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

SECTION 10 - CONFIDENTIALITY

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

SECTION 11 - DEFAULT

Any of the following events constitute an Event of Default:

- (a) the Recipient fails to comply with any provision of this Agreement;
- (b) any representation or warranty made by the Recipient in accepting this Agreement is untrue or incorrect;
- (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the Recipient pursuant to or as a result of this Agreement is untrue or incorrect;
- (d) the Recipient ceases, in the opinion of the Province, to operate;

- (e) a change occurs with respect to any one or more, including all, of the properties, assets, condition (financial or otherwise), business or operations of the Recipient which, in the opinion of the Province, materially adversely affects the ability of the Recipient to fulfill its obligations under this Agreement;
- (f) an order is made or a resolution is passed or a petition is filed for the liquidation or winding up of the Recipient;
- (g) the Recipient becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
- (h) a bankruptcy petition is filed or presented against, or a proposal under *the Bankruptcy and Insolvency Act* (Canada) is made by, the Recipient;
- (i) a receiver or receiver-manager of any property of the Recipient is appointed;
- (j) the Recipient permits any sum which is not disputed to be due by it to remain unpaid after legal proceedings have been commenced to enforce payment.

SECTION 12 - RESULTS OF AN EVENT OF DEFAULT

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

- (a) terminate this Agreement, in which case the payment of the amount required under the last paragraph of Section 12 of this Agreement discharges the Province of all liability to the Recipient under this Agreement;
- (b) require the Event of Default be remedied within a time period specified by the Province;
- (c) suspend any installment of the Financial Contribution or any amount that is due to the Recipient while the Event of Default continues;
- (d) waive the Event of Default;
- (e) require repayment of any portion of the Financial Contribution not spent in accordance with this Agreement;
- (f) pursue any other remedy available at law or in equity.

The Province may also, at its option, either:

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

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

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

SECTION 13 – DISPUTE RESOLUTION

Dispute resolution process:

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

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

Location of arbitration or mediation:

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

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

SECTION 14 – INSURANCE AND INDEMNITY

Insurance

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

Unless otherwise agreed, the Recipient must require and ensure that each third party maintains insurances comparable to those required above.

Indemnity

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

SECTION 15 – ASSIGNMENT AND SUB-CONTRACTING

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

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

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

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

SECTION 16 - REPAYMENT OR REDUCTIONS

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

SECTION 17 – OTHER FUNDING

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

SECTION 18 - NOTICES

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

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

The contact details of the Parties are

Province: Joelle Scheck, NE Caribou Team Lead
10003 110th Avenue
Fort St. John, BC, V1J 5M9
Joelle.Scheck@gov.bc.ca
Fax: (250)787-3393

Recipient: Brian Springinotic, Chief Executive Officer
Habitat Conservation Trust Foundation
102-2957 Jutland Road
Victoria, BC V8T 5J9
Fax: (250) 590-6614
brian.springinotic@hctf.ca

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

SECTION 19 - NON-WAIVER

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

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

SECTION 20 – ENTIRE AGREEMENT

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

SECTION 21 - MISCELLANEOUS

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

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

Any modifications to this Agreement will be made by agreement of both Parties in writing, which will be executed by both Parties.

SECTION 22 – EXECUTION AND DELIVERY OF AGREEMENT

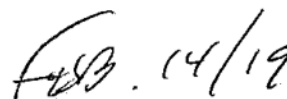
This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each Party and that executed copy being delivered to the other Party by a method provided for in Section 18 or any other method agreed to by the Parties.

The Parties have executed this Agreement as follows:

SIGNED AND DELIVERED on behalf of the Recipient



Signature of Recipient's Signing Authority

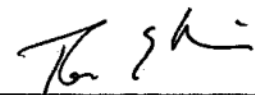


Date

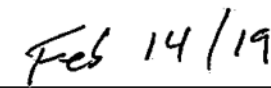
Brian Springinotic, Chief Executive Officer

Printed Name & Title of Recipient's Signing Authority

SIGNED AND DELIVERED on behalf of the Province,



Signature of Province's Signing Authority



Date

Tom Ethier, Assistant Deputy Minister

Printed Name & Title of Province's Signing Authority

SCHEDULE A – SERVICES

The Project

TERM

Notwithstanding the date of execution of this Agreement, the Term of this Agreement starts on February 11, 2019 and ends on March 31, 2021.

HCTF may terminate this Agreement on 30 days written notice, without cause. If HCTF terminates the agreement, the termination will be dealt with in accordance with the final paragraph of Section 12.

PROJECT

The Provincial Caribou Recovery Program includes several habitat and non-habitat recovery measures as a suite of management levers for herd recovery. Habitat restoration in high use habitat will be an important measure to close the critical habitat gap in provincial range plans. Habitat restoration will look different in different areas of the province, and be required to differing degrees of method (functional vs. ecological) and resource investment (personnel focus and cost). Provincial Caribou Recovery Program staff and some Treaty 8 First Nations have recommended the creation of a dedicated caribou habitat restoration fund. The fund will contain provincial monies, but further be flexible to federal government and natural resource sector contributions, including but not necessarily limited to project-related financial offsetting. There is urgency to design and launch a restoration fund by March 31, 2018. This Project establishes the restoration fund with the Habitat Conservation Trust Foundation (HCTF).

PURPOSE & EXPECTED RESULTS

As part of the Provincial Caribou Recovery Program, this Project will establish a caribou habitat restoration program that will collect and efficiently allocate funds to conduct restoration projects across BC. Drawing from an initial provincial contribution of \$2,000,000, the program will work with indigenous communities and stakeholders to implement caribou habitat restoration activities across BC.

Caribou need large areas of undisturbed land in which to roam freely. Mining, forestry, oil and gas, renewable energy and road building activities have all impacted caribou habitats in the province. Fortunately, restoration work can improve disturbed habitats and erase some negative impacts of these activities. Restoring habitats will also help the Province meet federal caribou recovery disturbance thresholds.

The program will support two methods of habitat restoration: functional and ecological restoration.

- Functional restoration is aimed at reducing the use of linear features: roads, trails, rights-of-way, and seismic lines) by wolves, other large predators and people. The intent of functional restoration is to reduce caribou mortality in the short term, and to reduce the need for ongoing direct predator control.
- Restoration will include replanting routes that are no longer in use, placing slash, trees and other debris across trails, disrupting sightlines, and putting up fences. These actions will also restrict human access.
- Ecological restoration refers to the regeneration of a disturbed ecosystem to its pre-disturbed state. Tree replanting, enhanced site work, controlling herbaceous species such as willow, and fertilization help speed up the ecological restoration of disturbed habitat.

The program will also explore partnerships with government, stakeholder and Indigenous groups to carry out this work which will help attract complimenting funds from the federal government and natural resource sector.

OUTCOMES

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

- Increase the amount of high suitability caribou habitat that will enable caribou recovery;
- Progress towards achieving *Species At Risk Act* expectations on achieving a minimum 65% undisturbed habitat for caribou.

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

DELIVERABLES

The Recipient must ensure that the funds will be used to complete planning and delivery of caribou habitat restoration activities across the range of caribou in BC. The Recipient will achieve this objective by:

- reviewing funding submissions for restoration activities for eligibility and technical competency; and
- approving as appropriate for selected caribou habitat restoration activities.

Activities could include:

- developing operational prescriptions for restoration treatment;
- delivery of operational activities needed for functional or ecological restoration; and
- monitoring to measure the successful implementation of the treatment. HCTF will consider submissions from any party interested in participating in the program.

Funds deployed by HCTF to approved projects will generally be transferred to third parties using a Conditional Grant Agreement (note: For the purposes of this Agreement, this sub-granting exercise will not be considered a form of sub-contracting).

EARNED INTEREST

Interest earned by the Recipient on the Project funds must be reported to the Province and added to the total Project funds not expensed. The Recipient must maintain accounting records (e.g. general ledger) that tracks interest earned and expended on the Project, as follows:

1. The calculation of interest must be based on an average daily balance or some other reasonable and demonstrable method of allocating the proceeds from the interest- generating account back into the Project.
2. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned on non-Project funds.
3. Earned interest to be reflected in the financial reporting requirements in this Schedule A.

Documentation of interest earned on the Project funds and expended on the Project must be retained for a minimum of three years after it is generated and spent.

REPORTING REQUIREMENTS

Financial Reporting:

Annual Reporting

The Recipient must, no later than 6 months after the end of each fiscal year (April 1 through to March 31), provide an annual financial report including:

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

If requested, a preliminary report may be provided 3 months after fiscal year end.

Final Reporting

Following completion of the Project the Recipient must, no later than 6 months after the end of the Term, provide a final financial report including:

- a Project income and expenditure summary which identifies all sources and use of the total Project funds over the duration of the entire Agreement;

- a statement detailing the use of the Province's Financial Contribution provided over the duration of the entire Agreement, including an explanation of any financial variances.

Certification / Attestation

All financial reports submitted by the Recipient must be certified by a senior officer of the Recipient's organization (such as a Chief Executive Officer or Chief Financial Officer) attesting to the correctness and completeness of the financial information provided. The final financial report shall include an independent auditor's report attesting to the correctness and completeness of the financial information provided. The audit must be conducted in accordance with auditing standards generally accepted in Canada.

Project Reporting:

Ongoing Communication

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

Annual Reporting

The Recipient must, no later than 6 months after the end of each fiscal year (April 1 through to March 31), provide an annual progress report on the Project. HCTF will provide a summary of projects and activities undertaken during the reporting period, and observations as fund manager for the Project. In addition, HCTF will make available all individual project grant reports that it receives from third parties. Additional reporting requirements may be developed jointly between the two Parties. If requested, a preliminary report may be provided 3 months after fiscal year end.

Final Reporting

Following completion of the Project the Recipient must, no later than 6 months after the end of the Term, provide a Project performance report. The content and requirements for this report will be jointly developed by the Parties.

OTHER MATTERS

Administration Fee

HCTF may charge an administration fee of 12.5% of the contribution amount each year.

Communications

Notwithstanding Section 6(g), the Parties agree that all communications materials, including press releases, brochures and signs, associated with communications or public awareness relating to this Agreement, produced by or on behalf of the Province or HCTF will be approved by both Parties prior to being finalized or released.

HCTF is only expected to treat as confidential all information and material that it has direct control over. HCTF is not expected to control the flow of information and material that results from third parties conducting program activities. However, the Parties may jointly decide to extend confidentiality conditions to selected program activities delivered by third parties.

Ownership of Assets

HCTF is only expected to retain ownership of assets or intellectual property that it directly acquires and/or purchases for the purposes of fund management (i.e. HCTF is not expected to retain ownership of assets or intellectual property that are acquired by third parties for habitat restoration activities).

Any data collected by HCTF through the program will be made available to the Province in order to advance conservation outcomes.

Insurance

For the purposes of insurance and indemnity, approved recipients of HCTF grant funding are not considered third parties, and are not required to add the Province as an additional insured on their insurance policies.

SCHEDULE B - FINANCIAL CONTRIBUTION

PAYMENTS

1. The Province agrees to provide to the Recipient a maximum amount of \$6,000,000 million, \$2,000,000 per year for three years during the Term of the Agreement. Payments will follow the schedule below.

Amount	Date of funds transfer (NOTE: transfer of full amount/year must occur in a minimum of two payments)
2,000,000	February 21, 2019 & March 31, 2019
2,000,000	September 30, 2019 & March 31, 2020
2,000,000	September 30, 2020 & March 31, 2021
6,000,000	TOTAL

2. Once this Agreement has been signed by both Parties, two payments of \$1,000,000 each will be made on the dates indicated in (1) above but not before the Term start date of this Agreement.

Schedule D - Insurance

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