

**Short Form General Service Agreement****SHORT-FORM GENERAL SERVICE AGREEMENT** dated for reference July 26, 2019**BETWEEN:** Southern Dakelh Nation Alliance (SDNA) (the "Contractor")Address: 59 First Avenue South  
Williams Lake, British Columbia  
V2G 1H4

Phone: 250-398-7033 3375

Email Address: ed@dakelh.ca

**AND:** HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by

the Minister of Forests, Lands, Natural Resource Operations &amp; Rural Development (the "Province")

Address: 200-640 Borland Street  
Williams Lake, British Columbia  
V2G 4T1

Phone: 250-398-4574

Email Address: ayrillee.mccoubrey@gov.bc.ca; kym.keogh@gov.bc.ca

(each, a "party" and collectively the "parties")

The Province wishes to retain the Contractor to provide the services specified in Schedule A (the "Services"), in consideration for the remuneration set out in Schedule B, on the terms and conditions set out in this Agreement. As a result, the Province and the Contractor agree as follows:

**1 SERVICES AND TERM**

- 1.1 The Contractor must provide the Services in accordance with this Agreement. The Contractor must provide the Services during the term described in Schedule A (the "Term"), regardless of the date of execution or delivery of this Agreement.
- 1.2 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement.
- 1.3 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
- 1.4 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.
- 1.5 The Contractor must comply with any reasonable instructions (in writing or otherwise) given from time to time by the Province to the Contractor as to the performance of the Services.
- 1.6 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor in connection with providing the Services.
- 1.7 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.

**2 PAYMENT**

- 2.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor the fees and any expenses and applicable taxes described in Schedule B. The Province is not obliged to pay the Contractor more than the "Maximum Amount" specified in Schedule B.
- 2.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account as described in Schedule B.
- 2.3 The Province may withhold from any payment due to the Contractor an amount sufficient to indemnify the Province against any liens or other third party claims that have arisen or could arise in connection with the provision of the Services.

Questions? Contact the CSNR Contract Support Mailbox

CSNR 2019-01-06/19

Page 1 of 7



Natural Resource Ministries

# Short Form General Service Agreement

- 2.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.
- 2.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 2.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

## 3 INDEMNITY

- 3.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any losses, claims, damage awards, actions, causes of action, costs or expenses that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are directly or indirectly caused or contributed to by any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors in connection with this Agreement.

## 4 MATERIAL & FURTHER OBLIGATIONS

- 4.1 In this Agreement, "Material" means records (as defined in the *Interpretation Act*) and other material, whether complete or not, that the Contractor produces or receives from the Province as a result of this Agreement. "Incorporated Material" means any material owned solely by the Contractor that is embedded or incorporated into the Material by the Contractor.
- 4.2 The Contractor must not include in any Material produced by the Contractor, or otherwise provide to the Province, any material owned by a third-party.
- 4.3 The Province exclusively owns all property rights (including all intellectual property rights) in the Material, other than any intellectual property rights in any Incorporated Material. The Contractor must deliver any Material to the Province immediately upon the Province's request.
- 4.4 Upon any Incorporated Material being embedded or incorporated into the Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
  - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 4.4(a).
- 4.5 Upon the Province's request in relation to any Material produced by the Contractor, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) may have in such Material and that confirm the vesting in the Province of the copyright in any such Material.
- 4.6 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:
- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws; or
  - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement.
- 4.7 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor, or make any public announcement relating to this Agreement.
- 4.8 The Contractor must maintain time records and other documentation in support of fees and expenses in relation to this Agreement, in form and content satisfactory to the Province and for a period of not less than seven years after this Agreement ends.
- 4.9 Without limiting its obligations or liabilities under this Agreement, and at its own expense, the Contractor is responsible for obtaining and maintaining during the Term any insurance that:
- (a) It is required to have by law, and
  - (b) a prudent person providing services similar to the Services in British Columbia would hold to cover the risks or potential risks that may arise as a result of entering into this Agreement.
- 4.10 Without limiting the generality of section 1.7, the Contractor must comply with all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.
- 4.11 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of

Questions? Contact the CSNR Contract Support Mailbox

1-800-661-0429

Page 2 of 7



Natural Resource Ministries

# Short Form General Service Agreement

mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

- 4.12 Within 10 business days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 4.10 and 4.11.
- 4.13 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not an employee, partner or agent of the Province. The Contractor must not act or purport to act contrary to this section, including by not committing or purporting to commit the Province to pay any money. The Contractor must not do anything that would result in the Contractor's personnel being considered employees of the Province.
- 4.14 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights and obligations under this Agreement.
- 4.15 The Contractor must not subcontract any of the Contractor's obligations under this Agreement.
- 4.16 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

## 5 TERMINATION

- 5.1 The Province may terminate this Agreement for any reason, by giving at least 10 days' written notice of termination to the Contractor.
- 5.2 If the Contractor fails to perform any of its obligations under this Agreement, the Province may terminate this Agreement immediately by giving written notice to the Contractor. Nothing in this section limits the Province's ability to pursue any other available remedies or actions.

## 6 GENERAL

- 6.1 All disputes arising out of or in connection with this Agreement must, if the parties cannot resolve the dispute through collaborative negotiation within 15 business days of the dispute arising, be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre under its *Domestic Commercial Arbitration Shorter Rules of Procedure* and held in Victoria, British Columbia.
- 6.2 To be effective, notice given or provided under sections 4.14, 5.1, 5.2 or 6.2 must be in writing and delivered:
- (a) by fax to the addressee's fax number specified on the 1st page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a business day, in which cases it will be deemed to be received on the next following business day;
  - (b) by hand to the addressee's address specified on the 1st page of this Agreement, in which case it will be deemed to be received on the day of delivery; or
  - (c) by prepaid post to the addressee's address specified on the 1st page of this Agreement, in which case if mailed during a period when normal postal services prevail, it will be deemed to be received on the 5th business day after its mailing; or
  - (d) by email to the addressee's email address specified on the 1st page of this Agreement, provided that the addressee confirms receipt of the email, other than by automated notification, and, if notice is included in an attachment, the addressee confirms that the attachment has been read.

Either party may from time to time give notice to the other party of a substitute address or fax number for purposes of this section.

- 6.3 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.
- 6.4 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.
- 6.5 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.
- 6.6 Sections 1.6, 1.7, 2.1 to 2.4, 3.1, 4.2 to 4.6, 4.8, 4.9, 4.12, 4.13, 5.2, 6.1, 6.2, 6.6, any accrued but unpaid payment obligations, and any other sections of this Agreement which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.
- 6.7 The schedules to this Agreement (including any documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.
- 6.8 Time is of the essence in this Agreement and will remain of the essence after any modification of this Agreement, whether or not expressly restated.

Questions? Contact the [CSNR Contract Support Mailbox](#)

709-660-4470



Natural Resource Ministries

# Short Form General Service Agreement

- 6.9 A provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a Schedule, and a provision in a Schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a Schedule.
- 6.10 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with or fettering the exercise by the Province or its agencies of any power or duty.
- 6.11 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.
- 6.12 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.
- 6.13 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.
- 6.14 In this Agreement:
- (a) unless the context otherwise requires, (i) references to sections by number are to sections of this Agreement and (ii) words expressed in the singular include the plural and vice versa;
  - (b) unless otherwise specified, a reference to a statute means the statute of British Columbia by that name, as amended or replaced from time to time;
  - (c) the headings have been inserted for convenience of reference only; and
  - (d) "person" includes an individual, partnership, corporation or legal entity of any nature.

**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 6.2 or any other method agreed to by the parties. The parties have executed this Agreement as follows:

<p>SIGNED on <u>09/04/2019</u> by the (mm/dd/yyyy)</p> <p>Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p><u>[Signature]</u> Signature(s)</p> <p><u>Shawn Holte</u> Print Name(s)</p> <p><u>Exec. Director</u> Print Title(s)</p>	<p>SIGNED on <u>09/04/2019</u> on behalf (mm/dd/yyyy)</p> <p>of the Province by its duly authorized representative:</p> <p><u>[Signature]</u> <u>A Nicol</u> Signature</p> <p><u>Jane A. Nicol</u> Print Name</p> <p><u>Director, Resource Authorizations</u> Print Title</p>
---	---





Natural Resource Ministries

# Short Form General Service Agreement

## SCHEDULE A - SERVICES

### PART 1 - TERM:

1. The term of this Agreement commences on July 26, 2019 and ends on October 31, 2019, unless terminated earlier in accordance with this Agreement.

### PART 2 - SERVICES:

#### Services/Deliverables/Milestones

1. The Contractor must:

- (a) The contractor must install the "Respect the Land" signs, with the first 10 signs to be installed immediately, with the other signs to be erected at a later date.
- (b) The contractor will install these signs according to the coordinates that are agreed upon between both the Ministry and the Southern Dakeh Nation Alliance. Should the sign location change, rationale must be included as to why and brought the Ministry's attention upon doing so.
- (c) The contractor will install these signs as per the mock up and instructions provided by the Ministry.
- (d) The Contractor will install the "Respect the Land" signs when and if required according to Ministry of Transportation and Infrastructure permit conditions.
- (e) The Contractor will repair, or remove and properly dispose of, signs as required for the duration of the term of the Foundation Framework Agreement signed between the Province of British Columbia and the Southern Dakeh Nation Alliance.

#### Reporting requirements:

2. The Contractor must:

- (a) provide confirmation of all "Respect the Land" sign locations to the Ministry upon installation.

### PART 3 - RELATED DOCUMENTATION:

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.
2. The following are Appendices to this Schedule A:

Appendix 1	N/A
------------	-----

3. The following documentation is incorporated by reference into this Schedule A:

N/A
-----

### PART 4 - KEY PERSONNEL:

Questions? Contact the CSNR Contract Support Mailbox

1-800-561-0377/019



Natural Resource Ministries

## Short Form General Service Agreement

1. The Contractor must cause the following Individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing:

1

N/A



Natural Resource Ministries

# Short Form General Service Agreement

## SCHEDULE B - FEES AND EXPENSES

### 1. MAXIMUM AMOUNT PAYABLE:

**Maximum Amount:** Despite sections 2 and 3 of this Schedule, \$5,000.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on such fees and expenses).

### 2. FEES:

Lump Sum Payment

### 3. EXPENSES:

Will there be expenses? No

### 4. STATEMENTS OF ACCOUNT:

In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement and, if applicable, the billing period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed in relation to the applicable Services (including, as applicable, any specific deliverable or milestone) including a description of any applicable fee rates;
- (d) as applicable, a declaration of the Contractor (i) that the Services (including, as applicable, any specific deliverable or milestone) for which the Contractor claims fees have been complete, and/or (ii) of all hours worked during the applicable billing period for which the Contractor claims fees;
- (e) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (f) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
- (g) a description of this Agreement to which the statement relates;
- (h) a statement number for identification; and
- (i) any other billing information reasonably requested by the Province.

### 5. PAYMENTS DUE:

Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.



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: Lindsey Wood

QUALIFIED RECEIVER TO SIGN IN THE BOX PROVIDED HERE: **X** *Liz Wood*

### MINISTRY AND TRANSFER PAYMENT IDENTIFICATION

MINISTRY: FORESTS, LANDS, NATURAL South Region  
RESOURCE OPERATIONS & BRANCH  
RURAL DEVELOPMENT

PROJECT TITLE: Hubulhsooinats'uhoot'ah  
Foundation Framework Agreement DIVISION: NROD

BRANCH CONTACT NAME: Lindsey Wood PHONE: 250-392-0335 FAX: \_\_\_\_\_

CONTACT NAME ON AGREEMENT: Shawn Holte PHONE: 250-398-7033 FAX: \_\_\_\_\_

ENTER THE DATE THAT THE MINISTRY IS MAKING THIS REQUEST: **March 25, 2020**

TERM START DATE: **March 25, 2020** TERM END DATE: **March 31, 2020** TOTAL AMOUNT: **\$100,000.00**

### RECIPIENT IDENTIFICATION

LEGAL NAME OF RECIPIENT: **Southern Dakeh Nation Alliance Society**

RECIPIENT'S ADDRESS: **59 South 1st Avenue, Williams Lake, BC, V2G 1H4**

RECIPIENT CONTACT NAME: **Shawn Holte, Executive Director**

E-MAIL: **manager@carrierchilcotin.org** PHONE: 250-398-7033 FAX: 250-398-6329

CONTACT NAME ON AGREEMENT: **SOUTHERN DAKELH NATION ALLIANCE INCLUDES THE FOLLOWING NATIONS: NAZKO (CHIEF STUART ALEC), ULKATCHO (CHIEF LYNDA PRICE), LHOOSK'UZ DENE (CHIEF LILIANE SQUINAS), LHTAKO DENE (CHIEF CLIFFORD LEBRUN)**

E-MAIL: **manager@carrierchilcotin.org** PHONE: 250-398-7033 FAX: 250-398-6329

### PROJECT DETAILS

PRIVACY IMPACT ASSESSMENT (PIA) NUMBER: We have reviewed this project and agreement and have concluded that there is no private information involved. We have therefore not conducted a PIA.

#### DESCRIPTION OF THE PROJECT:

Annual funding under the Foundation Framework Agreement covers projected work up to July 2021.

PROJECT DESCRIPTION & PRIVACY IMPACT  
ASSESSMENT NUMBER [CPPM 12.3.3 Part 1]

SDNA, MIRR & FLNR acknowledge that foundational work has substantially been completed, and the parties are facing opportunities to engage in additional projects that are within the spirit and intent of the FFA. These opportunities require additional funding capacity to ensure timely participation, and staff capacity.

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

The transfer supports the Ministry's commitment to reconciliation through building and maintaining relationships among SDNA, BC and other First Nations. The Foundation Framework Agreement supports the Ministry's goals to increase economic and legal certainty for resource and land use, establish a process for shared decision making and creates social and economic opportunities for First Nations' communities.

- Support of the work plan priorities for the *Alliance Reconciliation Table* and the *Land and Resources Stewardship Forum*, including but not limited to:
  - Collaborative planning related to the Grease Trail,
  - Quesnel Land Planning in partnership with FLNR,
  - Implementation of the Ungulate Working Group
- SDNA to advance feasibility work on the Nation Centre project, one of the key priorities identified in the 'title visioning document' to advance self-determination of the Nation. This feasibility work would include ongoing property assessment, business plan, partnership building with local government and regional investors. Canada is also seeking funding to support SDNA in this feasibility work.
- Capacity support to SDNA for ongoing Nation to Nation dialogue with neighbours regarding boundary overlap, including TNG, NStQ and CSTC. This may include participating with BC and TN on the joint decision-making pilot under the BC/TN Moose Co-Management Agreement.
- Community engagement sessions led by SDNA and leadership to inform work plan priorities and to facilitate input into negotiations and forum work plans, including the *Culture and Wellness Forum*.

WHAT ARE THE EXPECTED OUTCOMES AND HOW WILL THE MINISTRY DETERMINE THAT THEY HAVE BEEN ACHIEVED?

The Organization and its designated representative(s) will participate in the implementation of the Project and provide to the Province:

**Yearly Progress Report, in electronic format, no later than March 31, 2020**, that includes project highlights and a description of outcomes with respect to results and deliverables.

The SDNA must no later than March 31, 2020, provide a yearly Financial Report in an electronic form of the reporting template provided by the Province, including:

- 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.

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:

SOUTHERN DAKELH NATION ALLIANCE SOCIETY

PARTNERSHIPS INVOLVED:

Southern Dakelh Nation Alliance, 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:

The regional MIRR team, including Chief Negotiator, will review summary reports provided by SDNA, and monitor the relationship. Monthly implementation meetings and annual reporting under the Foundation Framework Agreement.

WHAT MONITORING IS IN PLACE? EXAMPLE: PERFORMANCE TARGETS OR MILESTONES

RECIPIENT IS:

☐ WITHIN ☒ OUTSIDE GOVERNMENT REPORTING ENTITY

## TRANSFER TYPE AND SELECTION PROCESS

☐ GRANT -STOB 77 - PGO PO Class: G

☒ SHARED COST ARRANGEMENT - STOB 80 - PGO PO Class: A

TYPE OF SCALAR ARRANGEMENT: Choose Arrangement Type.

IF FINANCING ARRANGEMENT IS CHOSEN - EXPLAIN WHY IT IS NOT REASONABLE FOR THE RECIPIENT TO WAIT FOR REIMBURSEMENT

SELECT THE CODE FOR THE PROCUREMENT PROCESS USED. 200 Direct Award - Public Sector Org.

IF DIRECT AWARD, PROVIDE RATIONALE (IF CODE 208 WAS SELECTED ABOVE, INCLUDE SPECIFIED TARGET GROUP)

This funding is provided to another government agencies that is in a current agreement with FLNRORD.

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	71913	31218	8001	7116034

CHOOSE A PAYMENT METHOD.

PAYMENT METHOD

IF 'D' cheque, provide instructions & mailing address:

☐ Base Budget ☐ Contingency ☐ Special Account ☒ Other FEP

FUNDING SOURCE:

☐ 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 \$

BUDGET BREAKDOWN:

\$100,000	FY20	\$	FY
\$	FY	\$	FY

GST APPLICABLE?

☐ YES ☒ NO VOTE Vote 27 - FLNRD - Ministry Operations

### 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]

MIRR and FLNRORD regional staff have met with the Southern Dakhel Nation, Executive Director, legal representative and staff to discuss how the additional uplift funding will help them achieve their goals and maintain momentum through the remaining eighteen months of the Foundation Framework Agreement. MIRR and FLNRORD are confident that the organizations have adequate capacity to provide the deliverables by the end date specified.

### RISKS

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

The parties meet on a monthly basis through the Foundation Framework Agreement. The additional funding is being provided in recognition of the accelerated foundational work we have accomplished over the past year and a half of Agreement implementation. The SDNA has been very professional and transparent to engage with and maintaining momentum and continued effort under the FFA is imperative.

WHAT ARE THE RISKS IF THIS TRANSFER DOES NOT PROCEED?

If funding were not provided, progress and current momentum underway through the FFA may be lost and this could have significant implications on Government to Government relations.

OTHER CONSIDERATIONS:

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

### APPROVAL

Agreement #: \_\_\_\_\_

POLICY REVIEW COMPLETED AND ATTACHED ☐

BUDGET REVIEW COMPLETED ☐

CHIEF FINANCIAL OFFICER

NAME: **Melissa Kortum**

EXPENSE AUTHORITY

NAME: Josh Pressey, District Manager

ASSISTANT DEPUTY MINISTER (PROGRAM)

NAME: Paul Rasmussen, ADM (Perry Grilz, A/ADM)

EXECUTIVE FINANCIAL OFFICER (FLNRO only)

NAME: **Trish Dohan**

*PKortum*  
SIGNATURE  
*[Signature]*  
SIGNATURE  
*Perry Grilz*  
SIGNATURE  
*[Signature]*  
SIGNATURE

**March 27, 2020**

DATE

*March 26, 2020*  
DATE

**Mar 26, 2020**

DATE

**March 27, 2020**

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.

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

☐ Base Budget ☐ Contingency ☐ Special Account ☐ Other

IF DIFFERENT FROM ORIGINAL, COMPLETE FUNDING SOURCE

- ☐ 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.*



## **Request to Purpose 2019/20 FY Forest Employment Program Funds**

### **Background**

- Some projects originally identified for funding through Phase 1 (2019/20 FY) of the Forest Employment Program (FEP) have been shifted to 2020/21 FY due to seasonal weather restrictions and delays in the internal-to-government approval process for the Forest Employment Program (FEP). As such, funds for Phase 1 (2019/20 FY) FEP remain.
- Program staff are working to identify additional projects and activities that are eligible under the FEP that can be completed in the 2019/20 FY, to ensure the FEP supports work opportunities for impacted contractors and that the \$3M FEP allocation for 2019/20 will be fully spent.
- FEP projects for 2019/20 were approved by the Associate DM in December. Any new project identified by district offices will require approval before spending under the FEP is authorized.

### **Proposed 2019/20 FY FEP Project**

- The Southern Dakeh Nation Alliance (SDNA) includes Lhoosk'uz Dene Nation, Lhtako Dene Nation, Nazko First Nation and Ulkatcho First Nation. They are undertaking to implement the *Hubulhsooinat'uhoot'ah* Foundation Framework Agreement (FFA)
- The SDNA is in the central interior and their territory is located in centre of the mountain pine beetle impacted areas that is currently going through a timber supply reduction.
- This reduction is having a significant impact on the economic sustainability of their communities and their membership, due to losing jobs in the mills from closing down and from the reduction of their logging contractors. One of the SDNA communities have completely closed their logging contracting business and two others have significantly reduced their logging contracting businesses.
- The work that we are looking to support is to hire people to complete land base planning with the communities. This would help to support the transition of the communities from today's economy to the future one and all of the money would go towards direct employment of professionals that are impacted due to forestry downturn (2/3 of ACC reduced) along with First Nations community members who will be involved in that groundwork of the transition process.
- This step is being considered phase 1 and will assist in aligning all future landscape work, which is considered phase 2, including future projects with FEP, WRR and other funding of land base activities. Without this critical phase 1 work, future work in phase 2 is potentially in jeopardy.
- It would stabilize the natural resource sector in the future by having First Nations involved in designing that transition with the industry and community members.
- Location: Quesnel Timber Supply Area – Quesnel BC
- Communities in the vicinity: Quesnel.
- Project type: Forest Landscape Planning, transitioning forestry activities and putting unemployed forestry contractors to work.
- Total potential FEP funds: \$400,000

### **Projects and Budget**

Annual funding under the Foundation Framework Agreement (FFA) covers projected work up to July 2021.

SDNA, MIRR & FLNR acknowledge that foundational work has substantially been completed, and the parties are facing opportunities to engage in additional projects that are within the spirit and intent of the FFA. These opportunities require additional funding capacity to ensure timely participation, and staff capacity.

Projects	18 months	
	MIRR Funding	FLNR Funding
<ul style="list-style-type: none"> <li>○ Capacity to support SDNA partnership in <b>land stewardship initiatives</b>. This is an unique, innovative approach to enhanced land management in SDNA territory. Funding would support technical expertise, Forest Landscape Planning, Land Management Planning, land use planning, decision making processes, SDNA community engagement &amp; participation, and strategic planning.</li> </ul>	\$350k	\$350k
<ul style="list-style-type: none"> <li>○ \$50k capacity support to SDNA to advance <b>feasibility work on the Nation Centre project</b>, one of the key priorities identified in the 'title visioning document' to advance self-determination of the Nation. This feasibility work would include ongoing property assessment, business plan, partnership building with local government and regional investors. Canada is also seeking funding to support SDNA in this feasibility work.</li> </ul>	\$50k	
<ul style="list-style-type: none"> <li>○ Capacity support to SDNA for <b>ongoing Nation to Nation dialogue with neighbours</b> regarding boundary overlap, including TNG, NStQ and CSTC. This could include participating with BC and TN on joint-decision-making pilot under the BC/TN Moose Co-Management Agreement.</li> </ul>	\$50k	\$50k
<ul style="list-style-type: none"> <li>○ Capacity support to SDNA to host ongoing <b>community engagement sessions</b> on the reconciliation path being taken with the Province, and the opportunity for receive and integrate community input into the ongoing negotiations.</li> </ul>	\$50k	

	MIRR=\$500k uplift until end of FFA term FLNRORD= \$400k
--	--

**Recommend Approval**



March 27, 2020

Agreement #:

Chief Liliane Squinas  
Lhoosk'uz Dene Nation  
PO Box 4339  
Quesnel, BC V2J 3J8

Chief Clifford Lebrun  
Lhtako Dene Nation  
PO Box 4069  
Quesnel, BC V2J 3J2

Chief Stuart Alec  
Nazko First Nation  
PO Box 4219  
Quesnel, BC V2J 3J2

Chief Lynda Price  
Ulkatcho First Nation  
PO Box 3430  
Anahim Lake, BC V0L 1C0

Shawn Holte  
Executive Director  
Southern Dakelh Nation Alliance  
59-1st Ave South  
Williams Lake BC V2G 1H4

Attention: Shawn Holte and Southern Dakelh Nation Alliance Chiefs

**Re: Forestry Employment Program Projects**

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 Southern Dakelh Nation Alliance (SDNA) for the purposes of supporting short-term employment opportunities for contractors and workers to achieve the objectives and deliverables described in Schedule A of this agreement (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 SDNA in carrying out and completing the Project as outlined in Schedule A and B to this Agreement.

---

Ministry of Forests, Lands,  
Natural Resource Operations  
and Rural Development

Cariboo-Chilcotin Natural Resource Mailing Address:  
District 200 - 640 Bodland Street  
Williams Lake BC V2G 9T1

Tel: 250-398-4574  
Fax: 250-398-4836

## **PAYMENT**

The Province will provide financial assistance to the SDNA up to a maximum amount of:

**\$100,000.00**

SDNA 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.

The financial assistance payable by the Province to SDNA 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, SDNA 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 March 27, 2020 and ends March 31, 2020.

## **MINISTRY REPRESENTATIVE**

The Ministry Representative for all matters arising from and in relation to this Agreement is Lindsey Wood, Director of Strategic Initiatives, Cariboo Region, 250-398-4579, [Lindsey.Wood@gov.bc.ca](mailto:Lindsey.Wood@gov.bc.ca).

SDNA 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 SDNA and economic development in British Columbia.

---

Ministry of Forests, Lands,  
Natural Resource Operations  
and Rural Development

Cariboo Region

Mailing Address:  
300 - 640 Borland Street  
Williams Lake BC V2G 4T1

Tel: 250-398-4574  
Fax: 250-398-4036

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.

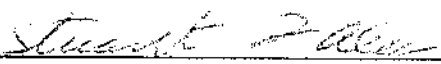
I look forward to receipt of your confirmation.

Yours truly,



Josh Pressey, District Manager  
Quesnel Natural Resource District  
Ministry of Forest, Lands, Natural Resource Operations and Rural Development

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



Stuart Alex  
President  
Southern Dakeh Nation Alliance

Executed this 31 day of March, 2020.

## SCHEDULE A - THE PROJECT

### 1.0 PROJECT BACKGROUND

The objective of the Forest Employment Program is to create short-term employment opportunities for contractors and workers in the SDNA communities that have been affected by indefinite and permanent closures in the forest sector. The projects outlined herein, and deliverables set out below are for the purpose of supporting employment of forestry workers. These projects are integral to SDNA's long-term approach to establishing economic stability while protecting cultural heritage values for their communities.

### 1.1 DELIVERABLES

Project deliverables include but are not limited to:

- Support of the work plan priorities for the *Alliance Reconciliation Table* and the *Land and Resources Stewardship Forum*, including but not limited to:
  - Collaborative planning related to the Grease Trail,
  - Quesnel Land Planning in partnership with FLNRORD,
  - Implementation of the Ungulate Working Group
- Feasibility work related to the Nation Centre project, alongside capacity support from Canada to SDNA;
- Ongoing Nation to Nation dialogue by SDNA with TNG, NStQ and CSTC;
- Community engagement sessions led by SDNA and leadership to inform work plan priorities and to facilitate input into negotiations and forum work plans, including the *Culture and Wellness Forum*.

## **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 SDNA:

<b>PAYMENT SCHEDULE</b>	<b>Amount</b>
<b>PAYMENT REQUIREMENT 1</b> – Delivery to the Province of this Agreement signed by SDNA authorized representative due March 31, 2020.  Payment will not be made before the start date of this Agreement.	\$90,000.00
<b>PAYMENT REQUIREMENT 2</b> – Delivery to the Province of an interim report as described in Schedule A deliverables, on or before March 31, 2020.	\$10,000.00
<b>TOTAL</b>	<b>\$100,00.00</b>

Eligible Costs include:

- Stabilizing the natural resource sector in the future by having First Nations involved in designing that transition with the industry and community members
- Project Administration
- Staff Wages

For any costs not listed above which the SDNA would like to be included as Eligible Costs, the SDNA must obtain written approval from the Province.



## **SCHEDULE C - ADDITIONAL TERMS AND CONDITIONS**

### **1.1 INDEPENDENT RELATIONSHIP**

SDNA will not be the servant, employee, or agent of the Province. SDNA 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**

SDNA will treat as confidential all information and material supplied to or obtained by SDNA, 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 SDNA to fulfill its obligations under this Agreement.

### **1.3 REPORTS**

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

### **1.4 INSPECTION**

SDNA will permit the Province's representatives at all reasonable times and with sufficient notice, access to review the work done by SDNA in connection with the Project.

### **1.5 INDEMNITY**

SDNA 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 SDNA or of any agent, employee, officer, director or sub-contractor of SDNA pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the Province.

### **1.6 APPROPRIATION**

---

Ministry of Forests, Lands,  
Natural Resource Operations  
and Rural Development

Cariboo Region

Mailing Address:  
300 - 640 Borland Street  
Williams Lake BC V2G 4T1

Tel: 250-398-4574  
Fax: 250-398-4836

Notwithstanding any other provision of this Agreement, the payment of money by the Province to the SDNA 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 SDNA 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.

**Thom, Lisa M FLNR:EX**

---

**From:** Wood, Lindsey FLNR:EX  
**Sent:** March 23, 2020 6:02 PM  
**To:** Pressey, Josh P FLNR:EX  
**Subject:** Re: Forest Employment Program - Follow Up Re: SDNA Project

Not as much as we hoped. I'll get the agreement moving through the system.

I'll reach out to Matthew if I require any assistance.

LW

On Mar 23, 2020, at 4:55 PM, Pressey, Josh P FLNR:EX <Josh.Pressey@gov.bc.ca> wrote:

Here is the approval

**Josh Pressey, RPF**  
District Manager  
Quesnel Natural Resource District  
Ministry of Forests, Lands,  
Natural Resource Operations, and  
Rural Development

Quesnel Office - (236) 713-2272  
Cell -s.22

Sent from my iPhone

Begin forwarded message:

**From:** "Scott-Moncrieff, Matthew FLNR:EX" <Matthew.ScottMoncrieff@gov.bc.ca>  
**Date:** March 23, 2020 at 4:51:12 PM PDT  
**To:** "Pressey, Josh P FLNR:EX" <Josh.Pressey@gov.bc.ca>  
**Cc:** "Henderson, Lori FLNR:EX" <Lori.Henderson@gov.bc.ca>, "Fraser, Sarah W FLNR:EX" <Sarah.Fraser@gov.bc.ca>, "Grilz, Perry L FLNR:EX" <Perry.Grilz@gov.bc.ca>, "Westerhaug, Disa CSNR:EX" <Disa.Westerhaug@gov.bc.ca>, "Chura, Val CSNR:EX" <Val.Chura@gov.bc.ca>  
**Subject:** Forest Employment Program - Follow Up Re: SDNA Project

Good afternoon Josh,

I hope you are doing well and were able to enjoy your weekend despite the current situation. I just wanted to follow up regarding the Southern Dakeh Nation Alliance (SDNA) Forest Planning and Transition Project that you submitted for funding through the Forest Employment Program (FEP). We have now received approval to allocate \$100,000 in FEP funding for the proposed project. As this amount does not total the

original request for the project please let us know if the scope/scale of the project will need to be revised.

Please let us know if you would like any support in developing the cost-share agreements with the communities. Additionally, if you have any questions or require any additional information please feel free to contact me.

Thanks,

**Matthew Scott-Moncrieff**

Program Manager, Rural Development

Rural Policy and Program Branch

Ministry of Forests, Lands, Natural Resource Operations and Rural Development

Tel. 778-974-4492

*Working with respect on the territories of the Lkwungen (Esquimalt and Songhees)  
Peoples, whose historical relationship with the land continues to this day.*



Ministry of  
Forests, Lands,  
Natural Resource Operations  
& Rural Development

## Consulting and General Services Contract

CONTRACT/FILE NO: 10005-40/GS20CRA001	THIS AGREEMENT DATED FOR REFERENCE THE 29 <sup>th</sup> DAY OF JULY, 2019.
PROJECT DESCRIPTION: WASTE REMOVAL AND CLEANUP OF MUSHROOM HARVEST IN THE CARIBOO NATURAL RESOURCE REGION AND SOUTHERN DAKELH NATION TERRITORY	

**BETWEEN:**

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented  
by the MINISTER OF FORESTS, LANDS, NATURAL RESOURCE OPERATIONS & RURAL  
DEVELOPMENT

Cariboo Region  
200-640 Borland Street  
Williams Lake, British Columbia  
V2G 4T1

Phone Number: (250) 398-4537 ..... FAX Number: (250) 398-4836  
Ministry Representative: Kym Keogh  
E-mail Address: [Kym.Keogh@gov.bc.ca](mailto:Kym.Keogh@gov.bc.ca)

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

**AND:**

Southern Dakelh Nation Alliance (SDNA)  
59 First Avenue South  
Williams Lake, British Columbia  
V2G 1H4

Phone Number: (250) 398-7033 ..... FAX Number:  
E-mail Address: [ed@dakelh.ca](mailto:ed@dakelh.ca)  
Contractor Representative: Shawn Holte  
Business Number: 72268 2895 BC001  
WorkSafe BC and/or Personal Optional Protection Number:

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

The Province wishes to retain the Contractor to provide the Services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those Services, on the terms and conditions set out in this Agreement.

**The Province and the Contractor agree as follows:**

### ARTICLE 1 DEFINITIONS

1.01 In this Agreement, unless the context otherwise requires:

- (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) **"Incorporated Material"** means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) **"Material"** means the Produced Material and the Received Material;
- (d) **"Produced Material"** means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) **"Received Material"** means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) **"Record"** is the definition of "record" in the *Interpretation Act* and as incorporated into this Agreement and "records" will bear a corresponding meaning;
- (g) **"Services"** means the services described in Schedule A;
- (h) **"Subcontractor"** means a person described in Section 16.05;
- (i) **"Term"** means the term of the Agreement described in Section 3.01 of this Agreement subject to that term ending earlier in accordance with this Agreement; and
- (j) **"Unit of Measure"** has the meaning described in Schedule B.

1.02 The headings of the clauses of this Agreement have been inserted for reference only and do not define, limit, alter or enlarge the meaning of any provision of this Agreement.

## ARTICLE 2 CONTRACT DOCUMENTS AND MODIFICATIONS

2.01 The attached schedules are applicable to and form part of this Agreement:

Schedule	Title
Schedule 'A'	Services
Schedule 'B'	Contract Payment

2.02 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

## ARTICLE 3 TERM OF CONTRACT

- 3.01 The Term of this Agreement is from and including **May 13<sup>th</sup>, 2019** to and including **December 31<sup>st</sup>, 2019** inclusive.
- 3.02 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.
- 3.03 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

## ARTICLE 4 CONTRACTOR'S OBLIGATIONS

- 4.01 You must provide the Services described in Schedule A (the "Services") in accordance with this Agreement.
- 4.02 Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, equipment, tools, facilities, and approvals and licences necessary or advisable to perform your obligations under this Agreement, including the license under Section 8.04.
- 4.03 Unless otherwise specified in this Agreement, you must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
- 4.04 You must provide, instruct, and supervise a sufficient number of qualified personnel to enable timely and proper performance and completion of the Services. All such personnel shall be competent, English literate, efficient and qualified by education, training and experience to carry out the tasks to which each is assigned.
- 4.05 We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this Agreement, you may determine the manner in which the instructions are carried out.
- 4.06 If we provide an instruction under Section 4.05 other than in writing, you may request that the instruction be confirmed by us in writing, which request we must comply with as soon as it is reasonably practicable to do so.

4.07 Requesting written confirmation of an instruction under Section 4.06 does not relieve you from complying with the instruction at the time the instruction was given.

4.08 In the performance of your obligations under this Agreement, you must comply with all applicable laws.

## ARTICLE 5 PAYMENT

5.01 If you comply with this Agreement, we must pay you at the rates and times described in Schedule B:

- (a) the fees described in that Schedule;
- (b) the expenses, if any, in accordance with that Schedule if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the Services; and
- (c) any applicable taxes payable by us under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

We are not obliged to pay you more than the maximum amount or dollar limit specified in Schedule B on account of fees and expenses.

5.02 In order to obtain payment of any fees or expenses, if any, under this Agreement, you must submit written statements of account to us in a form satisfactory to us, but no sooner than the dates referred to in Schedule B.

5.03 Without limiting Section 11.01 we may withhold from any payment due to you an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to you upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

5.04 Our obligation to pay money to you is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

5.05 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

5.06 If you are not a resident in Canada, you acknowledge that we may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on your behalf.

5.07 Without limiting Section 16.11(a), you must not, in relation to performing your obligations under this Agreement, commit or purport to commit us to pay any money except as may be expressly provided for in this Agreement.

5.08 You must:

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

## ARTICLE 6 REPRESENTATIONS AND WARRANTIES

6.01 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, you represent and warrant to us as follows:

- (a) except to the extent you have previously disclosed otherwise in writing to us:
  - (i) all information, statements, documents and reports furnished or submitted by you to us in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct;
  - (ii) you have sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable you to fully perform the Services and to grant any licenses under this Agreement; and
  - (iii) you hold all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of your obligations under this Agreement; and
- (b) if the Contractor is not an individual:
  - (i) you have the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, you, and

- (ii) this Agreement has been legally and properly executed by, or on behalf of, you and is legally binding upon and enforceable against you in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

#### **ARTICLE 7 PRIVACY, SECURITY AND CONFIDENTIALITY**

- 7.01 You must comply with the Privacy Protection Schedule if attached to this Agreement.
- 7.02 You must make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration, or disposal and comply with the Security Schedule, if attached.
- 7.03 You must treat as confidential all information in the Material and all other information accessed or obtained by you or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without our prior written consent except:
- (a) as required to perform your obligations under this Agreement or to comply with applicable laws;
  - (b) if it is information that is generally known to the public other than as a result of a breach of this Agreement; or
  - (c) if it is information in any Incorporated Material.
- 7.04 Any public announcement relating to this Agreement will be arranged by us and, if such consultation is reasonably practicable, after consultation with you.
- 7.05 You must not, without our prior written approval, refer for promotional purposes to the Province being your customer or the Province having entered into this Agreement.

#### **ARTICLE 8 MATERIAL AND INTELLECTUAL PROPERTY**

- 8.01 If you receive a request for access to any of the Material from a person other than us, and this Agreement does not require or authorize you to provide that access, you must promptly advise the person to make the request to us.
- 8.02 We exclusively own all property rights in the Material that are not intellectual property rights. Any equipment property we may provide to you or a subcontractor is our exclusive property. You must deliver any Material or equipment property to us immediately following expiration of this Agreement, or sooner upon our request, in the same condition it was supplied to you, excepting always loss or damage attributable to reasonable wear or tear.
- 8.03 We exclusively own all intellectual property rights, including copyright:
- (a) in Received Material that you receive from us, and
  - (b) in Produced Material, other than any Incorporated Material.
- Upon our request, you must deliver to us documents satisfactory to us that irrevocably waive in our favour any moral rights that you (or your employees) or a Subcontractor (or its employees) may have in the Produced Material and confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.
- 8.04 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, you grant the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
  - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under Section 8.04 (a).

#### **ARTICLE 9 RECORDS AND REPORTS**

- 9.01 You must, upon our request, fully inform us of all work done by you or a Subcontractor in connection with providing the Services.
- 9.02 If Schedule B provides for you to be paid fees at a Unit of Measure rate or for you to be paid or reimbursed for expenses, you must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to us. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

#### **ARTICLE 10 AUDIT**



- 10.01 In addition to any other rights of inspection the Province may have under statute or otherwise, we may at any reasonable time and on reasonable notice to you, enter on your premises to inspect and, at our discretion, copy any of the Material and you must permit, and provide reasonable assistance to, the exercise by us of our rights under this section.

#### **ARTICLE 11 INDEMNITY AND INSURANCE**

- 11.01 You must indemnify and save harmless the Province and its employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of its employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by you or by any of your agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
  - (b) any representation or warranty by you being or becoming untrue or incorrect.
- 11.02 You must comply with the insurance requirements in Schedule D, if attached, as those terms may be modified from time to time in accordance with our directions.
- 11.03 Without limiting the generality of Section 4.08, you must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of your obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.
- 11.04 At your own expense, and where required under *Workers Compensation Act* in British Columbia, you must obtain WorkSafe BC coverage for yourself, all workers and any shareholders, directors, partners or other individuals employed or engaged in the performance of the Services and you shall ensure all approved Subcontractors obtain WorkSafe BC Coverage.
- 11.05 If you are an individual or a partnership of individuals and do not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* in British Columbia, you must apply for and maintain Personal Optional Protection under the *Workers Compensation Act*.
- 11.06 You are responsible for all fines, levies, penalties and assessments made or imposed under the *Workers Compensation Act* and regulations relating in any way to the Services.
- 11.07 You may be considered the "Prime Contractor" for the Services, as described in the attached Safety Conditions Schedule, and as such shall enter into a Prime Contractor Agreement and carry out the duties as described therein;
- 11.08 Upon our request you must provide us with evidence of your compliance with Sections 11.02, 11.04 and 11.05.

#### **ARTICLE 12 FORCE MAJEURE**

- 12.01 An "Event of Force Majeure" means a natural disaster, fire, flood, storm, epidemic or power failure, war (declared and undeclared), insurrection or act of terrorism or piracy, strike (including illegal work stoppage or slowdown) or lockout, or a freight embargo if such event prevents a party from performing its obligations in accordance with this Agreement and is beyond the reasonable control of that party.
- 12.02 An "Affected Party" means a party prevented from performing its obligations in accordance with this Agreement by an Event of Force Majeure.
- 12.03 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of Section 12.04.
- 12.04 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

#### **ARTICLE 13 NON-COMPLIANCE WITH AGREEMENT CONDITIONS**

- 13.01 An "Event of Default" means any of the following:
- (a) your failure to perform any of your obligations under this Agreement, or

- (b) any representation or warranty made by you in this Agreement is untrue or incorrect, or
- (c) an Insolvency Event, which means any of the following:
  - (i) an order is made, a resolution is passed or a petition is filed, for your liquidation or winding up,
  - (ii) you commit an act of bankruptcy, make an assignment for the benefit of your creditors or otherwise acknowledge your insolvency,
  - (iii) a bankruptcy petition is filed or presented against you or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by you,
  - (iv) a compromise or arrangement is proposed in respect of you under the *Companies' Creditors Arrangement Act* (Canada),
  - (v) a receiver or receiver-manager is appointed for any of your property, or
  - (vi) you cease, in our reasonable opinion, to carry on business as a going concern.

13.02 On the happening of an Event of Default, or at any time thereafter, we may, at our option, elect to do any one or more of the following:

- (a) by written notice to you, require that the Event of Default be remedied within a time period specified in the notice;
- (b) pursue any remedy or take any other action available to us at law or in equity; or
- (c) by written notice to you, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under Section 13.02(a).

13.03 No failure or delay on our part to exercise our rights in relation to an Event of Default will constitute a waiver by us of such rights.

13.04 If you become aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, you must promptly notify us of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps you propose to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps you propose to take to prevent the occurrence of the anticipated Event of Default.

#### ARTICLE 14 TERMINATION

14.01 In addition to our right to terminate this Agreement under Section 13.02(c) on the happening of an Event of Default, we may terminate this Agreement for any reason by giving at least 5 days' written notice of termination to you.

14.02 Unless Schedule B otherwise provides, if we terminate this Agreement under Section 14.01:

- (a) we must, within 30 days of such termination, pay you any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to our satisfaction before termination of this Agreement; and
- (b) you must, within 30 days of such termination, repay to us any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that we have notified you in writing was not completed to our satisfaction before termination of this Agreement.

14.03 The payment by us of the amount described in Section 14.02(a) discharges us from all liability to make payments to the Contractor under this Agreement.

#### ARTICLE 15 DISPUTE RESOLUTION

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

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

- 15.02 Unless the parties otherwise agree in writing, an arbitration or mediation under Section 15.01 will be held in Victoria, British Columbia.
- 15.03 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under Section 15.01 other than those costs relating to the production of expert evidence or representation by counsel.

#### ARTICLE 16 GENERAL

- 16.01 Any notice or document contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) hand delivered to the party or the specified party representative, in which case it will be deemed to be received on the day of its delivery; or
  - (b) by prepaid post to the party's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing; or
  - (c) delivered by courier service to the party's address specified on the first page of this Agreement, in which case it will be deemed received on the fifth Business Day after collection by the courier service; or
  - (d) by facsimile or electronic transmission to the specified facsimile number or Email address on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day.
- 16.02 Either party may from time to time give notice to the other party of a substitute address, Email address, or fax number, which from the date such notice is given will supersede for purposes of Section 16.01 any previous address, Email address, or fax number specified for the party giving the notice.
- 16.03 You must not assign any of your rights or obligations under this Agreement without our prior written consent. Upon providing written notice to you, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.
- 16.04 You must not subcontract any of your obligations under this Agreement without our prior written consent, excepting persons listed in Schedule A.
- 16.05 No subcontract, whether consented to or not, relieves you from any obligations under this Agreement. You must comply with the Subcontracting Schedule if attached to this Agreement. You must ensure that any person retained by you or any person retained by a person retained by you fully complies with this Agreement in performing the subcontracted obligations.
- 16.06 We may, for reasonable cause, object to the use of a proposed Subcontractor and require you to retain another qualified subcontractor.
- 16.07 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.
- 16.08 This Agreement and any modification of it constitute the entire Agreement between the parties as to performance of the Services.
- 16.09 Sections 4.08, 5.01 to 5.04, 5.07, 5.08, 7.01 to 7.05, 8.01 to 8.04, 9.01, 9.02, 10.01, 11.01, 11.02, 11.07, 12.01 to 12.04, 13.02, 13.03, 14.02, 14.03, 15.01 to 15.03, 16.01, 16.02, 16.09, and 16.11, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.
- 16.10 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.
- 16.11 In relation to the performance of your obligations under this Agreement, you are an independent contractor and not our:
- (a) employee or partner; or
  - (b) agent except as may be expressly provided for in this Agreement.
- You must not act or purport to act contrary to this section.

- 16.12 You must not do anything that would result in personnel hired or used by you or a Subcontractor in relation to providing the Services being considered our employees.
- 16.13 If one or more individuals are identified in the schedules as "Key Personnel", you must cause those individuals to perform the Services on your behalf and not remove or replace them, without our prior written approval. Any approved replacement is at your expense.
- 16.14 We must make available to you all information in our possession which we consider pertinent to the performance of the Services.
- 16.15 You must not provide any services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this Agreement.
- 16.16 If there is a conflict among provisions of this Agreement, a provision in the body of this Agreement will prevail over any conflicting provision in, attached to, or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise and a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.
- 16.17 This Agreement does not operate as a permit, license, approval or other statutory authority which you may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.
- 16.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.
- 16.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.
- 16.20 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

#### ARTICLE 17 INTERPRETATION



17.01 In this Agreement:

- (a) "we", "us", and "our" refer to the Province alone and never refer to the combination of the Contractor and the Province;
- (b) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (c) "includes" and "including" are not intended to be limiting;
- (d) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (e) "attached" means attached to this Agreement when used in relation to a schedule;
- (f) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (g) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (h) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (i) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

## ARTICLE 18 EXECUTION AND DELIVERY

18.01 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 16.01 or any other method agreed to by the parties.

The Parties have executed this Agreement as follows:

<b>SIGNED AND DELIVERED</b> on behalf of the Province by an authorized representative of the Province	<b>SIGNED AND DELIVERED</b> by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation)
	
(Authorized Ministry Expense Authority)	(Contractor or Authorized Signatory)
Jane Nicol, Director Resource Authorizations	Shawn Holte
(PRINTED NAME of Ministry Expense Authority)	(PRINTED NAME of Contractor)
Dated this <u>23</u> day of <u>September</u> , 20 <u>19</u>	Dated this <u>18<sup>th</sup></u> day of <u>September</u> , 20 <u>19</u>



Ministry of Forests, Lands,  
Natural Resource Operations  
& Rural Development

## Schedule A - Services

File: 10005-40/GS20CRA001

### Attachment to the Agreement with Southern Dakh Nation Alliance (SDNA) for WASTE REMOVAL AND CLEANUP OF MUSHROOM HARVEST IN CARIBOO NATURAL RESOURCE REGION

#### 1. THE SERVICES

##### 1.01 The Contractor shall provide the following Services:

- (a) The contractor will be responsible for sourcing and providing waste removal and garbage disposal services on crown land for the 2019 morel mushroom picking season at locations identified to support SDNA's Interim morel management plan.
- (b) The location of services will be determined by the contractor based on SDNA Stewardship Guardian assessment of mushroom picking locations throughout SDNA territory and within or adjacent to 2018 Wildfire Perimeters.
- (c) The contractor is responsible for arranging the location in which these services will be provided.
- (d) The contractor will source and provide these services to ensure that the mushroom pickers on crown land have access to human and waste services.
- (e) The contractor will provide invoices as confirmation of services provided to the ministry upon completion.

##### 1.02 Outcomes:

- (a) Through the delivery of the Services, the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

The outcome will be to keep crown land clear of garbage and human waste as a result of morel mushroom picking by providing waste services.

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

#### 2. KEY PERSONNEL

##### 2.01 Not Applicable



Ministry of Forests, Lands,  
Natural Resource Operations  
& Rural Development

## Schedule B – Contract Payment

File: 10005-40/GS20CRA001

Attachment to the Agreement with Southern Dakh Nation Alliance (SDNA) for WASTE REMOVAL AND CLEANUP OF MUSHROOM HARVEST IN THE CARIBOO NATURAL RESOURCE REGION

### 1. Fees

Your fees (exclusive of any applicable taxes described in this Agreement that is a taxable transaction chargeable to the Province) will be based on the table below:

Services	Estimated Price
Garbage and waste removal services- Including set-up, removal, sourcing of available service	\$15,000.00
Human waste removal- to include removal, set-up, and sourcing of available services	\$10,000.00

- 1.01 The quantities stated under Clause 1.01 are estimations only. The final quantity measurements may vary from the estimations and contract payment will be based on the actual quantities and/or the price(s) stated above.
- 1.02 Notwithstanding Clause 1.02, the contract is not to exceed the total fees payable to you in accordance with this Schedule in the amount of \$25,000.00 without the prior written approval of the Ministry Representative

### 2. Expenses

- 2.01 We will not pay any expenses to you for the completion of the Services.

### 3. Holdback from Payment

- 4.01 As per the Agreement, the Province does not intend to retain a holdback from contract payments but the Province does retain the right to withhold from any payments due to you under this Agreement an amount sufficient to indemnify us against any third party claims.

### 4. Submission of Statement of Account

- 5.01 In order to obtain payment for any fees and, where applicable, expenses under the Agreement, you must submit to us a written Statement of Account in a form satisfactory to us on total satisfactory completion of the Service.
- 5.02 The Statement of Account(s) must show the following:

- (a) your legal name, address, the date and the period of time which the invoice applies ("Billing Period"), the contract number, and a statement number for identification;

## SCHEDULE B

### CONTRACT PAYMENT

- (b) the calculation of all fees claimed under this Agreement for the Billing Period, with hours, dates, rates, and name(s) of persons providing the Services, a description of specific services/works completed during the Billing Period, including a declaration that the Services have been completed;
- (c) and where expenses are to be paid under this Agreement, a chronological listing, in reasonable detail and with dates, of all expenses claimed by you under this Agreement for the Billing Period with receipts or copies of receipts, where applicable, attached;
- (d) if you are claiming reimbursement of any GST or other applicable taxes paid or payable by you in relation to those expenses, a description of any credits, rebates, refunds, or remissions you are entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the calculation of any applicable taxes payable by us in relation to the Services provided under this Agreement and for the Billing Period as a separate line item (excluding taxes paid directly by you to a supplier and which were included in the bid price);
- (f) any other billing information reasonably requested by us.
- (g) copy of original invoice from waste management service supplier to support justification of services provided and invoiced under this contract

5.03 Within thirty days of our receipt of your invoice, or the date we authorize payment, whichever is the latter, we must pay you fees and, where applicable, expenses for those Services we determined were satisfactorily received during the Billing Period.

5.04 Invoices are to be submitted to:

Kym Keogh  
200-640 Borland Street  
Williams Lake, British Columbia  
V2G 4T1

Email: [Kym.Keogh@gov.bc.ca](mailto:Kym.Keogh@gov.bc.ca)



**From:** [Ray Joubert - SDNA Business Manager](#)  
**To:** [Williams, Bryan FLNR:EX](#)  
**Subject:** RE: TP20CRP0006  
**Date:** March 31, 2020 4:13:44 PM

---

Hi Bryan

I confirm that I can sign on behalf of SDNA as directed by our ED Shawn Holte

I have read the entire agreement and understand each provision

I agree with the terms, dates and conditions outlined in the agreement.

Thank You

Ray Joubert



**Ray Joubert, MBA, Business Manager Southern Dākelh Nation Alliance**

**59-1<sup>st</sup> Ave. South Williams Lake BC V2G 1H4 250-398-3375 ext. 305** [business@dakelh.ca](mailto:business@dakelh.ca) [www.dakelh.ca](http://www.dakelh.ca)

To be recognized as an effective and progressive organization that contributes to the unity and well being of the CCTC and SDNA communities and citizens through the delivery of quality programs and services which respect our aboriginal culture, traditions and values.

This communication is intended to be received by the individual or entity to which it is addressed and contains information that is privileged, confidential and subject to copyright. Any unauthorized use, copying, review or disclosure is prohibited. If received in error, please contact me at the address and telephone number above

---

**From:** Williams, Bryan FLNR:EX <[Bryan.Williams@gov.bc.ca](mailto:Bryan.Williams@gov.bc.ca)>  
**Sent:** Tuesday, March 31, 2020 3:36 PM  
**To:** Ray Joubert - SDNA Business Manager <[business@dakelh.ca](mailto:business@dakelh.ca)>  
**Subject:** RE: TP20CRP0006

Thank you!

We'd prefer the entire signed agreement as opposed to the signing page only, but I recognize we are short of time, and current circumstances are not favourable. As such, can you please respond to me via email, confirming the following:

1. That you are able to sign on behalf of SDNA?
2. That you have read the entire agreement, understand each provision, and
3. You agree with the terms, dates and conditions outlined within the agreement?

Thanks,

Bryan Williams

**From:** Ray Joubert - SDNA Business Manager <[business@dakelh.ca](mailto:business@dakelh.ca)>  
**Sent:** March 31, 2020 3:27 PM  
**To:** Williams, Bryan FLNR:EX <[Bryan.Williams@gov.bc.ca](mailto:Bryan.Williams@gov.bc.ca)>  
**Subject:** TP20CRP0006

Signed agreement



***Ray Joubert, MBA, Business Manager*** Southern Dākelh Nation Alliance

**59-1<sup>st</sup> Ave. South Williams Lake BC V2G 1H4 250-398-3375 ext. 305** [business@dakelh.ca](mailto:business@dakelh.ca) [www.dakelh.ca](http://www.dakelh.ca)

To be recognized as an effective and progressive organization that contributes to the unity and well being of the CCTC and SDNA communities and citizens through the delivery of quality programs and services which respect our aboriginal culture, traditions and values.

This communication is intended to be received by the individual or entity to which it is addressed and contains information that is privileged, confidential and subject to copyright. Any unauthorized use, copying, review or disclosure is prohibited. If received in error, please contact me at the address and telephone number above

**From:** Ray Joubert - SDNA Business Manager  
**To:** Williams, Bryan FLNR:EX  
**Subject:** TP20CRP0006  
**Date:** March 31, 2020 3:29:44 PM  
**Attachments:** SCN\_0003.pdf

---

Signed agreement



**Ray Joubert, MBA, Business Manager Southern Dākelh Nation Alliance**

**59-1<sup>st</sup> Ave. South Williams Lake BC V2G 1H4 250-398-3375 ext. 305** [business@dakelh.ca](mailto:business@dakelh.ca) [www.dakelh.ca](http://www.dakelh.ca)

To be recognized as an effective and progressive organization that contributes to the unity and well being of the CCTC and SDNA communities and citizens through the delivery of quality programs and services which respect our aboriginal culture, traditions and values.

This communication is intended to be received by the individual or entity to which it is addressed and contains information that is privileged, confidential and subject to copyright. Any unauthorized use, copying, review or disclosure is prohibited. If received in error, please contact me at the address and telephone number above

## 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

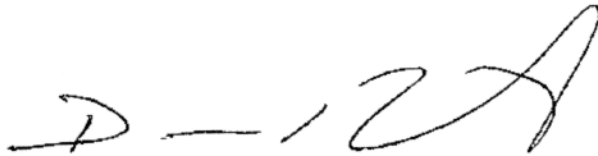
 For  
Signature of Recipient's Signing Authority

March 31, 2020  
Date

**SHAWN HOLTE, EXECUTIVE DIRECTOR**

Printed Name & Title of Recipient's Signing Authority

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



Signature of Province's Signing Authority

March 25, 2020  
Date

**DAVID MUTER, EXECUTIVE DIRECTOR**

Printed Name & Title of Province's Signing Authority



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:		<b>X</b>			

## MINISTRY AND TRANSFER PAYMENT IDENTIFICATION

MINISTRY:	FORESTS, LANDS, NATURAL RESOURCE OPERATIONS & RURAL DEVELOPMENT	BRANCH	<b>Species at Risk Recovery</b>		
PROJECT TITLE:	<b>Icha-Ilgatchu Herd Complex, Predator Management and Herd Planning</b>	DIVISION:	Resource Stewardship		
BRANCH CONTACT NAME:	David Muter	PHONE:	250-217-5385	FAX:	250-387-8897
CONTACT NAME ON AGREEMENT:	David Muter	PHONE:		FAX:	
ENTER THE DATE THAT THE MINISTRY IS MAKING THIS REQUEST:		March 24, 2020			
TERM START DATE:	March 27, 2020	TERM END DATE:	March 31, 2020	TOTAL AMOUNT:	<b>\$30,000</b>

## RECIPIENT IDENTIFICATION

LEGAL NAME OF RECIPIENT:	<b>Southern Dakelh Nation Alliance (SDNA)</b>				
RECIPIENT'S ADDRESS:	59 1 <sup>st</sup> Ave Williams Lake BC V2G 1H4				
RECIPIENT CONTACT NAME:	Shawn Holte				
E-MAIL:	ed@dakelh.ca	PHONE:	250-398-3375	FAX:	250-398-6329
CONTACT NAME ON AGREEMENT:	Shawn Holte				
E-MAIL:	ed@dakelh.ca	PHONE:	250-398-3375	FAX:	250-398-6329

## PROJECT DETAILS

PROJECT DESCRIPTION & PRIVACY IMPACT ASSESSMENT NUMBER [CPPM 12.3.3 Part II]	PRIVACY IMPACT ASSESSMENT (PIA) NUMBER: N/A DESCRIPTION OF THE PROJECT: Collaboration with SDNA Nations on Caribou Recovery Herd Planning for the Icha-Ilgatchu caribou herd complex.
EXPLANATION AS TO HOW THE TRANSFER SUPPORTS THE MINISTRY SERVICE PLAN & OBJECTIVES [REQUIREMENT OF CPPM 21.3.1]	Advance Reconciliation with Indigenous Nations. Implementing UNDRIP. Fulfill legal obligations as they relate to constitutionally protected aboriginal rights. Caribou Recovery.
WHAT ARE THE EXPECTED OUTCOMES AND HOW WILL THE MINISTRY DETERMINE THAT THEY HAVE BEEN ACHIEVED?	<b>Finalize and implement a process and forum for SDNA to contribute to caribou recovery. SDNA will contribute traditional knowledge into the process and develop recommendations for caribou recovery. Ulgatcho First Nation will lead in predator management collaboration.</b>
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:	<b>The member nations of SDNA are the owners of their respective traditional and local knowledge. By including their knowledge in caribou recovery herd planning, SDNA first nations will benefit by eventually having caribou to harvest.</b>
PARTNERSHIPS INVOLVED:	<b>Member Nations of SDNA, Member Nations of Tsilhqot'in Nation Government, and Environment Canada</b>
MINISTRY'S ROLE:	<b>Facilitator of flow of information into caribou recovery herd planning.</b>
WHAT MONITORING IS IN PLACE? EXAMPLE: PERFORMANCE TARGETS OR MILESTONES	<b>Completion of herd plan targets. Herd Plans will not be completed in a timely manner without SDNA involvement.</b>
RECIPIENT IS:	<input type="checkbox"/> WITHIN <input checked="" type="checkbox"/> OUTSIDE GOVERNMENT REPORTING ENTITY

## TRANSFER TYPE AND SELECTION PROCESS

☐ GRANT -STOB 77 – PGO PO Class: G

☒ SHARED COST ARRANGEMENT - STOB 80 - PGO PO Class: A

TYPE OF SCA ARRANGEMENT: FINANCING ARRANGEMENT

IF FINANCING ARRANGEMENT IS CHOSEN - EXPLAIN WHY IT IS NOT REASONABLE FOR THE RECIPIENT TO WAIT FOR REIMBURSEMENT **Caribou Recovery Herd Planning already initiated. Cannot have indigenous engagement fall behind engagement with other groups.**

 SELECT THE CODE FOR THE PROCUREMENT PROCESS USED.

208 Direct Award - SCA - Financial Assistance to Target Group

IF DIRECT AWARD, PROVIDE RATIONALE [IF CODE 208 WAS SELECTED ABOVE, INCLUDE SPECIFIED TARGET GROUP]

**Target Group: SOUTHERN DAKELH NATION ALLIANCE (SDNA)**
 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*

## BUDGET

ACCOUNT CODING	CLIENT (MINISTRY)	RESPONSIBILITY	SERVICE LINE	STOB	PROJECT
	<b>128</b>	<b>71613</b>	<b>08500</b>	<b>8001</b>	<b>7135222</b>
PAYMENT METHOD	CHEQUE TO BE MAILED TO PAYEE IF 'D' cheque, provide instructions & mailing address:				
FUNDING SOURCE:	<input checked="" type="checkbox"/> Base Budget <input type="checkbox"/> Contingency <input type="checkbox"/> Special Account <input type="checkbox"/> Other IFE <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:	\$                      FY                      \$                      FY \$30,000.00                      FY2019/2020                      \$                      FY				
GST APPLICABLE?	<input checked="" type="checkbox"/> YES <input 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]

**Environment Canada colleagues confirm that SDNA is actively involved in species at risk recovery at the federal level. We have met with SDNA and see they have the capacity to complete the project. Regional staff confirm SDNA has the capacity.**

## RISKS

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

**Boiler plate language is included in funding agreement to mitigate financial risks. Project is about collaboration in developing recovery options for caribou. Thus, field work is minimal, minimizing safety risks. Caribou recovery work is on-going. Therefore, good rapport, including delivery of results will need to be maintained in order to access possible future agreement(s).**

WHAT ARE THE RISKS IF THIS TRANSFER DOES NOT PROCEED?

**SDNA will limit involvement in caribou recovery herd planning, thereby, increasing legal risk of unjustifiably infringing their aboriginal rights.**

OTHER CONSIDERATIONS:

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

## APPROVAL

POLICY REVIEW COMPLETED AND ATTACHED

☐

BUDGET REVIEW COMPLETED

☐

CHIEF FINANCIAL OFFICER  
NAME:

SIGNATURE

DATE

EXPENSE AUTHORITY  
NAME:

SIGNATURE

DATE

ASSISTANT DEPUTY MINISTER (PROGRAM)  
NAME:

SIGNATURE

DATE

EXECUTIVE FINANCIAL OFFICER (FLNRO only)  
NAME:

SIGNATURE

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.**

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 (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 #:** TPP20CRP0006

**Project Title:** ITCHA-ILGATCHU-COMPLEX CARIBOU RECOVERY HERD PLANNING

THIS AGREEMENT dated for reference the 2<sup>y</sup> day of **MARCH**, 2020.

**BETWEEN**

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF  
BRITISH COLUMBIA, represented by the Minister of Forests Lands  
Natural Resource Operations-Rural Development, Species At Risk  
Recovery Branch

(the "Province")

**AND**

Southern Dakelh Nation Alliance (SDNA)

(the "Recipient")

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

## **SECTION 1 - DEFINITIONS**

### **1. Where used in this Agreement**

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

## **SECTION 2 - APPOINTMENT**

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

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

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

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

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

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

The Recipient must:

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

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

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

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

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

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

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

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

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

## **SECTION 5 - INDEPENDENT RELATIONSHIP**

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

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

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

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

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

The Recipient will:

- (a) carry out the Services in accordance with the terms of this Agreement during the Term stated in Schedule A;
- (b) comply with the payment requirements set out in Schedule B, including all requirements concerning the use, application and expenditure of the payments provided under this Agreement;
- (c) comply with all applicable laws;
- (d) hire and retain only qualified staff;
- (e) without limiting the provisions of subparagraph (c) of this Section carry out criminal record checks as required by the Criminal Records Review Act, in accordance with Schedule C;
- (f) unless agreed otherwise, supply, at its own cost, all labour, materials and approvals necessary to carry out the Services;
- (g) unless agreed otherwise, retain ownership to all assets acquired or intangible property created in the process of carrying out this Agreement;

- (h) co-operate with the Province in making public announcements regarding the Services and the details of this Agreement that the Province requests; and
- (i) acknowledge the financial contribution made by the Province to the Recipient for the Services in any Materials, by printing on each of the Materials the following statement:

*"We gratefully acknowledge the financial support of the Province of British Columbia through the Ministry of Forests, Lands, Natural Resource Operations and Rural Development. Species at Risk Recovery Branch."*

## **SECTION 7 - RECORDS**

The Recipient will:

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

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

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

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

- (a) returned by the Recipient to the Minister of Finance; or

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

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

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

## **SECTION 10 - CONFIDENTIALITY**

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

## **SECTION 11 - DEFAULT**

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

- (a) the Recipient fails to comply with any provision of this Agreement;
- (b) any representation or warranty made by the Recipient in accepting this Agreement is untrue or incorrect;
- (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the Recipient pursuant to or as a result of this Agreement is untrue or incorrect;
- (d) the Recipient ceases, in the opinion of the Province, to operate;
- (e) a change occurs with respect to any one or more, including all, of the properties, assets, condition (financial or otherwise), business or operations of the Recipient which, in the opinion of the Province, materially adversely affects the ability of the Recipient to fulfill its obligations under this Agreement;
- (f) an order is made or a resolution is passed or a petition is filed for the liquidation or winding up of the Recipient;
- (g) the Recipient becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
- (h) a bankruptcy petition is filed or presented against, or a proposal under *the Bankruptcy and Insolvency Act* (Canada) is made by, the Recipient;

- (i) a receiver or receiver-manager of any property of the Recipient is appointed; or
- (j) the Recipient permits any sum which is not disputed to be due by it to remain unpaid after legal proceedings have been commenced to enforce payment thereof.

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

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

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

The Province may also, at its option, either:

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

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

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

## **SECTION 13 – DISPUTE RESOLUTION**

Dispute resolution process:

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

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

Location of arbitration or mediation:

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

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

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

### **Insurance**

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

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

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

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



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

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

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

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

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

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

## **SECTION 17 – OTHER FUNDING**

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

## **SECTION 18 - NOTICES**

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

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

The contact details of the Parties are

**Province:     *David Muter, 3<sup>rd</sup> Floor-2975 Jutland Rd. Victoria BC V8T 5J9,  
David.Muter@gov.bc.ca, Tel 250-217-5385 Fax 250-387-8897***

**Recipient:** *Shawn Holte, 59 1<sup>st</sup> Ave Williams Lake BC V2G 1H4, Fax 250-398-6329*

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

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

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

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

## **SECTION 20 – ENTIRE AGREEMENT**

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

## **SECTION 21 - MISCELLANEOUS**

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

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

## SECTION 22 – EXECUTION AND DELIVERY OF AGREEMENT

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

The Parties have executed this Agreement as follows:

### SIGNED AND DELIVERED on behalf of the Recipient

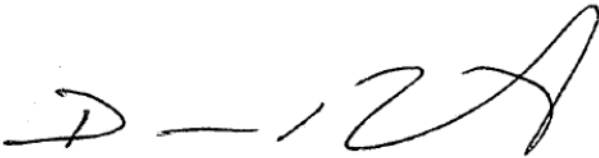
\_\_\_\_\_  
Signature of Recipient's Signing Authority

\_\_\_\_\_  
Date

**SHAWN HOLTE, EXECUTIVE DIRECTOR**

Printed Name & Title of Recipient's Signing Authority

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

\_\_\_\_\_  


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

**March 25, 2020**\_\_\_\_\_

Date

**DAVID MUTER, EXECUTIVE DIRECTOR**

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 March 27, 2020 and ends on March 31, 2020.

#### **PROJECT**

Consistent with the signed bi-lateral agreement with the government of Canada (Canada Species at Risk Act, Section 11, Agreement), BC is undertaking Caribou Recovery Herd Planning. The Ministry is supporting the member nations of Southern Dakeh Nation Alliance (SDNA) for the purpose of collaboration with BC on caribou recovery for the Icha-Ilgatchu Herd Complex. In particular provincial financial support will facilitate the inclusion of SDNA member Nation interests in Caribou Recovery Herd Planning.

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

Consistent with Minister's mandate letter, and Premier's commitment, this project will enable the advancement of reconciliation with SDNA in caribou recovery. Further, it will enable the parties to implement articles of the UN Declaration on the rights of Indigenous People (in Ministry Service Plan). This approach will enable the Ministry to fulfill commitments made in the Provincial Caribou Recovery Plan to collaborate with Indigenous Nations. Finally, it will enable the parties to fulfill their duties as they pertain to any constitutionally protected aboriginal rights. To be clear, this agreement in and of itself does not constitute an accommodation of aboriginal rights.

#### **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:

- Reconciliation with Indigenous Nations.
- Implementation of pertinent articles of UNDRIP.
- Collaboratively developed caribou recovery herd plans that contain SDNA interests, including rights and traditional knowledge.
- Successful collaboration for the recovery of caribou.

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

## **DELIVERABLES**

The Recipient must provide to the Province:

A Work Plan containing the following information, due March 31, 2020:

- CARIBOU RECOVERY WORKING GROUP TERMS OF REFERENCE
- COLLABORATION ON CARIBOU HERD RECOVERY PLANS
- DRAFT RECOMMENDATIONS FOR CARIBOU RECOVERY
- HERD RECOVERY PLANS THAT INCLUDE INDIGENOUS TRADITIONAL KNOWLEDGE
- TREATMENT OF WOLF CARCASSES (ULGATCHO FIRST NATION)

## **REPORTING REQUIREMENTS:**

Financial Reporting:

### *Interim Reporting*

The Recipient must provide an accounting for the use of advanced funds upon written request by the Province.

### *Final Reporting*

Following completion of the Project the Recipient must, no later than 30 days 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.

### *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 30 days after the end of each fiscal year (April 1 through to March 31), provide an annual progress report on the Project, and progress made in achieving the results as set out in this Schedule A.

#### Final Reporting

Following completion of the Project the Recipient must, no later than 30 days after the end of the Term, provide a Project performance report with Project highlights, description of outcomes with respect to results set out in this Schedule A, quantitative and qualitative description of the accomplishments / success of the Project; challenges faced and solutions found, information on results (negative or positive) that were not anticipated, and lessons learned.

## SCHEDULE B - FINANCIAL CONTRIBUTION

### PAYMENTS

1. The Province will pay the Recipient up to the total aggregate of \$30,000.00 for the Term of this Agreement based on the payment schedule below.
2. Payments will be made as follows:

#### For Financing Arrangements

Payment Schedule	Payment Amount
Upon receipt and acceptance by the Province of the following:	
Signed shared cost arrangement (March 27, 2020)	\$24,000.00
Work Plan (March 31, 2020)	\$6,000.00
<b>TOTAL</b>	<b>\$30,000.00</b>

The Recipient must submit to the Province, upon completion of the Project, a written statement of account showing

- (a) the Recipient's legal name and address;
  - (b) the date of the statement and a statement number for identification;
  - (c) the Agreement Number;
  - (d) the calculation of the Financial Contribution being claimed, with reasonable detail of the applicable part of the Project completed to statement date; and
  - (e) any other billing information reasonably requested by the Province.
3. Any future contributions by the Province under this Project are conditional upon the Recipient having complied with the terms and conditions of this Agreement.

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

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

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

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

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

In consideration of the above, the Recipient will;

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



## **Schedule D - Insurance**

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

## SCHEDULE E - PRIVACY PROTECTION

### Definitions

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

### Purpose

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

### Collection of Personal Information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Recipient may only collect or create Personal Information that is necessary for the performance of the Recipient’s obligations, or the exercise of the Recipient’s rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Recipient must collect Personal Information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Recipient must tell an individual from whom the Recipient collects Personal Information:
  - (a) the purpose for collecting it;

- (b) the legal authority for collecting it; and
- (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Recipient's collection of Personal Information.

### **Privacy Training**

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

### **Accuracy of Personal Information**

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

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

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

### **Correction of Personal Information**

- 10. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any Personal Information, the Recipient must annotate or correct the information in accordance with the direction.
- 11. When issuing a written direction under Section 10, the Province must advise the Recipient of the date the correction request to which the direction relates was received by the Province in order that the Recipient may comply with Section 12.
- 12. Within 5 Business Days of correcting or annotating any Personal Information under Section 10, the Recipient must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Recipient disclosed the information being corrected or annotated.

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

### **Protection of Personal Information**

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

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

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

### **Retention of Personal Information**

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

### **Use of Personal Information**

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

### **Disclosure of Personal Information**

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

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

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

- (c) has reason to suspect that an unauthorized disclosure of Personal Information has occurred in response to a foreign demand for disclosure

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

### **Notice of unauthorized disclosure**

- 21. In addition to any obligation the Recipient may have to provide the notification contemplated by section 30.5 of the Act, if the Recipient knows that there has been an unauthorized disclosure of Personal Information in the custody or under the control of the Recipient, the Recipient must immediately notify the Province. In this section, the phrase “unauthorized disclosure of Personal Information” will bear the same meaning as in section 30.5 of the Act.

### **Inspection of Personal Information**

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

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

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

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

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

## **Termination of Agreement**

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

## **Interpretation**

27. In this Schedule, references to Sections by number are to Sections of this Schedule unless otherwise specified in this Schedule.
28. Any reference to the "Recipient" in this Schedule includes any subcontractor or agent retained by the Recipient to perform obligations under the Agreement and the Recipient must ensure that any such subcontractors and agents comply with this Schedule.
29. The obligations of the Recipient in this Schedule will survive the termination of the Agreement.
30. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
31. The Recipient must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to 32 below, the law of any jurisdiction outside Canada.
32. Nothing in this Schedule requires the Recipient to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

## **Obtaining Consent**

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

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

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

October 5, 2018

Agreement #: TP19CSF0001

Chief Liliane Squinas  
Lhoosk'uz Dene Nation  
PO Box 4339  
Quesnel, BC V2J 3J8

Chief Stuart Alec  
Nazko First Nation  
PO Box 4219  
Quesnel, BC V2J 3J2

Chief Clifford Lebrun  
Lhtako Dene Naion  
PO Box 4069  
Quesnel, BC V2J 3J2

Chief Betty Cahoose  
Ulkatcho First Nation  
PO Box 3430  
Anahim Lake, BC V0L 1C0

Attention: Southern Dakelh Nation Alliance (SDNA) Leadership

Dear Chiefs,

**Re: Collaborative Stewardship Framework - Hubulhsooninat'uhoot'alh  
Foundation Framework Agreement**

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 Southern Dakelh Nation Alliance Society (the "SDNA" or the "Organization") for the purposes of supporting implementation of the *Hubulhsooninat'uhoot'alh Foundation Framework Agreement Work Plan* (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 SDNA 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 SDNA up to a maximum amount of: **\$2,000,000.00**

The SDNA 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 SDNA will be in accordance with the conditions outlined in Schedule A and B of this Agreement.

## **RETURN OF FUNDS**

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

## **TERM**

The Term of this Agreement starts October 15, 2018 and ends March 15, 2020.

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

## **MINISTRY REPRESENTATIVE**

The Ministry Representative for all matters arising from and in relation to this Agreement is Ken Vanderburgh, Director of Strategic Initiatives, Ken.Vanderburgh@gov.bc.ca.

The SDNA 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 SDNA 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.

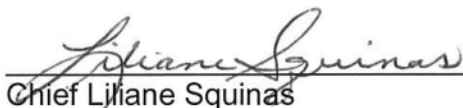
Yours truly,



---

Tom Ethier  
Assistant Deputy Minister,  
Resource Stewardship Division,  
Ministry of Forests, Lands, Natural Resource Operations and Rural Development

Executed this 11th day of October, 2018.



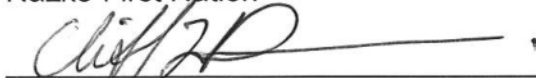
---

Chief Liliane Squinas  
Lhoosk'uz Dene Nation



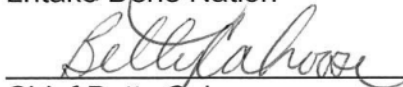
---

Chief Stuart Alec  
Nazko First Nation



---

Chief Clifford Lebrun  
Lhtako Dene Nation



---

Chief Betty Cahoose  
Ulkatcho First Nation

Executed this 25 day of October, 2018.

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

The *Hubulhsooninat’uhoot’alh Foundation Framework Agreement* is the enabling agreement for the Collaborative Stewardship Framework “Project”. The *Hubulhsooninat’uhoot’alh Foundation Framework Agreement* :

- outlines a leadership table, the “Alliance Reconciliation Table”, and a series of reconciliation forums that will provide the venues for collaboration on stewardship projects, and collaborative consensus based decision-making,
- a shared vision, and priority topics for each of the reconciliation forums.

Funding provided through this Agreement, is intended to support the *Hubulhsooninat’uhoot’alh Foundation Framework Agreement* implementation priorities as outlined in the Work Plan that is attached as Appendix A for further detail.

### 1.1 DELIVERABLES

Project deliverables include but are not limited to:

- Progress Reports outlining the stewardship project(s) undertaken to design and implement the Project, which will outline the activities, overall costs and resulting products to date associated with the Project.

### 1.2 Reporting Requirements

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

#### **Project Reporting:**

## Ongoing Communication

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

## Progress Reports

The SDNA will:

Provide yearly Progress Reports, in electronic format, no later than March 15, 2019 and March 15, 2020, respectively, that includes project highlights and a description of outcomes with respect to results and deliverables set out in Schedule A. Include a description of the accomplishments / success of the Project, challenges faced and solutions found, information on results (negative or positive) that were not anticipated, and lessons learned.

A Progress Report template will be provided by the Province.

## Financial Reporting:

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

The SDNA must no later than March 15, 2019 and March 15, 2020, respectively, provide a yearly Financial Report in an electronic form of the reporting template provided by the Province, including:

- a Project income and expenditure summary which identifies all sources and use of the total Project funds until March 15, 2020; and,
- a statement detailing the use of the Province's Financial contribution provided over the duration of the year, including an explanation of any financial variances.

The information submitted to meet Financial Reporting may be submitted in the same document as the Progress Report.

## 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 SDNA:

<b>PAYMENT SCHEDULE</b>	<b>Amount</b>
<b>PAYMENT REQUIREMENT 1</b> – Delivery to the Province of this Agreement signed by the Southern Dakeh Nation Alliance authorized representative due October 15, 2018.  Payment will not be made before the start date of this Agreement.	\$1,000,000.00
<b>PAYMENT REQUIREMENT 2</b> – FY20 first installment of year two funding (\$800K) by no later than April 30 2019 is contingent on delivery to the Province of progress report #1 and financial report #1, due March 15, 2019, for the period of October 15, 2018 – March 15, 2019.	\$800,000.00
<b>PAYMENT REQUIREMENT 3</b> – Delivery to the Province of progress report #2 and financial report #2, due March 15, 2020, for the period of March 16, 2019 – March 15, 2020.  Delivery to the Province of an updated Work Plan, that sets out projected expenses for the Project, for Year 3 of the Hubulhsooninat'uhoot'ah Foundation Framework Agreement by March 15, 2020.	\$200,000.00
<b>TOTAL</b>	<b>\$2,000,000.00</b>

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

### **1.3 INSPECTION**

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

### **1.4 INDEMNITY**

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