



Natural Resource Ministries

**GOVERNMENT TRANSFER –
SHARED COST ARRANGEMENT**

Agreement #: 950-20/SCA20FHQ095

Project Title: FIRST NATIONS GUIDE MENTORSHIP PROGRAM

THIS AGREEMENT dated for reference the 3 day of JUNE , 2019 .

BETWEEN

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

(the "Province")

AND

Guide Outfitters Association of British Columbia

(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".

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: *Penny Lloyd,
Deputy Director, Policy
Wildlife and habitat Branch, Resource Stewardship Division
Ministry of Forests, Lands, Natural Resource Operations and
Rural Development
3rd floor 2975 Jutland Rd, Victoria BC, V8T 5J9
778-698-9232 (phone), 250-387-9568 (fax)*

Penny.Lloyd@gov.bc.ca

Recipient: *Scott Ellis,
Executive Director
Guide Outfitters Association of British Columbia
Suite 103, 19140-28th Ave, Surrey BC, V3S 6M3
604-541-6332 (phone), 604-541-6339 (fax)
ellis@goabc.org.*

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

JUNE 7, 2019

Date

SCOTT ELLIS - EXECUTIVE DIRECTOR

Printed Name & Title of Recipient's Signing Authority

SIGNED AND DELIVERED on behalf of the Province,



Signature of Province's Signing Authority

Jennifer Psyllakis
Director Wildlife + Habitat

Printed Name & Title of Province's Signing Authority

June 7, 2019

Date

SCHEDULE A – SERVICES

The Project

TERM

Notwithstanding the date of execution of this Agreement, the Term of this Agreement starts on June 3, 2019 and ends on March 31, 2020.

PROJECT

The First Nations-Guide Outfitters Association of British Columbia Partnerships Project is intended to establish positive ongoing relationships between guides and individual First Nations, to improve wildlife management, cooperation on the land base, and assist with reconciliation.

Individual First Nations who are interested in accessing an entry point into guiding or associated wilderness and cultural activities have expressed that there is value in building relationships with local guides who are connected to rural communities, in particular to acquire business knowledge (e.g. marketing and business valuation), re-claiming lost cultural knowledge and traditional practices (e.g. hunting, traversing); facilitating knowledge-exchange for at-risk Indigenous youth to teach cultural knowledge and traditional practices, and facilitating reconciliation through Indigenous history, ways of knowing, and healing.

Through mentorship and training, the Project aims to foster cooperation, opportunity, and capacity on the land base where guide certificate areas overlap with First Nation traditional territories.

PURPOSE & EXPECTED RESULTS

The objective of the program is to establish good ongoing relationships between guide outfitters and First Nations, for the benefit of wildlife, and cooperation regarding land use within First Nation Traditional Territories. The Project targets the following expected results:

1. Establish good relationships between guide outfitters and First Nations, and create a process that will lead to a better understanding for all.
2. Encourage guides to contact First Nation communities within the operating guiding territory.
3. Where a First Nation and a guide recognize potential benefits in building a positive relationship, provide encouragement through monetary, educational and administrative support.

4. Assist with the building of capacity in First Nation communities for participation in guide outfitting industry and capacity for other related businesses, such as businesses related to wilderness and cultural experiences.

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:

1. Conversations, learnings and sharing with respect to culture and connections to the land.
2. Better understanding of the First Nations communities.
3. Better relationships with First Nations, especially in the wilderness and rural communities.
4. Shared appreciation and shared vision for connectivity of culture to the land.
5. Exchange of knowledge and skills.
6. Benefits for community members related to culture, education, training, employment, business and economic opportunities for First Nations communities. One example could be culturally-based tourism.

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

DELIVERABLES

Since the project emphasizes relationship-building to aid with reconciliation, it is distinguished by three milestone phases comprised of both informal and formal methods:

1. Initial Phase (June 3, 2019 to August 31, 2019): outreach, exploratory interest-building, request for proposals to guides, and may also include starting or completing approved projects during this phase.
2. Mid-point (September 1, 2019 to December 31, 2019): ongoing intake of project proposals and approval, implementation through series of excursions, meetings, training sessions, and other relationship-building initiatives.
3. Close-out (January 1, 2020 to March 31, 2020): In addition to moving toward completion of on-going projects, documentation, results-gathering, identifying opportunities for ongoing relationships.

The Recipient must provide the following deliverables to the Province, no later than:

1. August 31, 2019, a log that summarizing the results of a request for guide member proposals that facilitate the Project outcomes and level of interest/responsiveness;
2. December 31, 2019, a summary report of any meetings, field trips, workshops or training, shared wilderness outings, or knowledge exchange between Indigenous youth and elders and guides, that facilitate any of the following: cultural healing; reconciliation; Indigenous ways of knowing and cultural practices; guide outfitter business knowledge; business valuation; marketing; guidance on working with First Nations, or anything that otherwise fosters positive relationship building between First Nations and guides;

4. March 31, 2020, a summary report of all completed work under the project, including a description of outcomes or any participant survey results, identified issues and interest with options for moving toward healing and collaboration, as well as any applicable related agreements and action plans;

The recipient may hire a contractor to manage the project, as well as carry out or ensure completion of the deliverables. Funds may be dispersed to guide members to carry out projects approved by the recipient. The Recipient may retain Northwest Guide Association to act as the accounting resource by receiving and disbursing the funds. The Recipient is accountable and responsible for all expenditures, projects approvals, oversight and accounting accuracy.

REPORTING REQUIREMENTS:

Financial Reporting:

Interim Reporting

At the end of each phase of the Project, the recipient must provide any financial documentation of related expenditures.

Final Reporting

The recipient must, no later than March 31, 2020, 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.

SCHEDULE B - FINANCIAL CONTRIBUTION

PAYMENTS

1. The Province will pay the Recipient up to the total aggregate of \$100,000 for the Term of this Agreement based on the payment schedule below and the Project budget attached to this agreement as Appendix A.
2. Two payments will be made as follows:
 - (a) upon receipt of the signed contract, a payment of \$50,000.
 - (b) upon receipt and acceptance of a summary report due by December 31, 2019, a payment of \$50,000.
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

Not applicable.

Appendix A

First Nations - GOABC Mentorship Project Budget

Eligible Costs	Associated Activities	Range % of Contribution	Est. Value
<ul style="list-style-type: none"> Instructors, which may include First Nation Elders. Travel, including Accommodations Hospitality and Nourishment Education Materials Communication and Marketing Materials Training Materials Facility Rentals Safety Gear and Equipment Testing and Certification Project Management 	Workshops	40-60%	\$40-60,000
	Field Trips	20-30%	\$20-30,000
	Product Development	10-20%	\$10-20,000
	Communication and Marketing	10-20%	\$10-20,000
Total			\$100,000



Natural Resource Sector

REQUEST FOR GOVERNMENT TRANSFER

COMPLETE THIS SECTION AFTER APPROVALS TO INITIATE PAYMENT

INVOICE NUMBER:

INVOICE PAYMENT AMOUNT

MINISTRY AND TRANSFER PAYMENT IDENTIFICATION

MINISTRY:	FLNRORD	BRANCH:	Wildlife and Habitat		
PROJECT TITLE:	First Nations Guide Mentorship Program	DIVISION:	Resource Stewardship Division		
BRANCH CONTACT NAME:	Patrick Vert	PHONE:	250-953-3480	FAX:	
CONTACT NAME ON AGREEMENT:	Penny Lloyd	PHONE:	778-698-9232	FAX:	
ENTER THE DATE THAT THE MINISTRY IS MAKING THIS REQUEST:		May 14, 2019			

TERM START DATE:	June 3, 2019	TERM END DATE:	March 31, 2020	TOTAL AMOUNT:	\$100,000
------------------	--------------	----------------	----------------	---------------	-----------

RECIPIENT IDENTIFICATION

LEGAL NAME OF RECIPIENT:	Guide Outfitters Association of British Columbia				
RECIPIENT'S ADDRESS:	103-19140 28 th Ave, Surrey, BC V3A 6M3				
RECIPIENT CONTACT NAME:	Scott Ellis				
E-MAIL:	ellis@goabc.org	PHONE:	604-541-6332	FAX:	
CONTACT NAME ON AGREEMENT:	Scott Ellis				
E-MAIL:		PHONE:		FAX:	

PROJECT DETAILS

PRIVACY IMPACT ASSESSMENT (PIA) NUMBER: FLNR71-2019
DESCRIPTION OF THE PROJECT:

The First Nations-GOABC Mentorship program is a pilot project to establish positive ongoing relationships between guides and individual First Nations, to improve wildlife management, cooperation on the land base, and reconciliation.

Indigenous communities have expressed interest in accessing an entry point into guiding, and have identified value in building relationships with local guides who are connected to rural communities, in particular to accomplish the following goals: acquiring guiding business knowledge, such as how to value a prospective company; obtaining marking expertise; understanding the regulatory regime, such as required certifications (e.g. safety, boating, etc); re-claiming lost cultural knowledge and traditional practices (e.g. hunting, traversing); facilitating outreach to at-risk Indigenous youth to teach cultural knowledge and traditional practices; facilitating reconciliation through Indigenous history, ways of knowing, and healing.

Through mentorship, relationship-building, and training activities, the project aims to foster cooperation, opportunity, and capacity on the land base where guide certificate areas overlap with First Nation traditional territories, as well as increase the capacity of Indigenous communities to participate in guide outfitting sector.

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

<p>EXPLANATION AS TO HOW THE TRANSFER SUPPORTS THE MINISTRY SERVICE PLAN & OBJECTIVES [REQUIREMENT OF CPPM 21.3.1]</p>	<p>This project supports two related goals under FLNRORD's service plan: strengthening partnerships and increasing engagement in Indigenous peoples in the management of BC's natural resources, and improving Wildlife Management. In addition, under Implement UNDRIP & the TRC Calls to Action, FLNRORD has committed to exploring greater opportunities to promote partnerships through program-level operations and make investments in the land base that support reconciliation.</p> <p>The project supports these commitments by facilitating positive relationships between guides operating in guide certificate areas, and First Nations whose traditional territories overlap those areas. While some Indigenous communities are actively involved in guiding, others are not involved in the sector but may desire an entry point. Some have expressed a desire to enter the industry, but also that guide outfitters can help recover lost traditional and cultural practices and re-establish a connection to the local land. The project supports mentorship from existing guide outfitters with interested First Nations, which may lead to employment opportunities, such as assistant guiding and culturally based tourism. Through this relationship-building and mentorship, the project supports both reconciliation and wildlife management on the land base.</p>
<p>WHAT ARE THE EXPECTED OUTCOMES AND HOW WILL THE MINISTRY DETERMINE THAT THEY HAVE BEEN ACHIEVED?</p>	<p>This project has the following broad outcomes:</p> <ol style="list-style-type: none"> 1. Conversations, learnings and sharing with respect to culture and connections to the land; 2. Better understanding of the First Nations communities; 3. Better relationships with First Nations, especially in the wildness and rural communities; 4. Shared appreciation and shared vision for connectivity of culture to the land; 5. Exchange of knowledge and skills; 6. Benefits for community members related to culture, education, training, employment, business and economic opportunities for First Nations communities (e.g. culturally-based tourism). <p>These outcomes will be considered achieved through documentation and verification of the following deliverables:</p> <ol style="list-style-type: none"> 1. A log that summarizing the results of a request for proposals and level of interest/responsiveness; 2. Documentation of meetings, field trips or joint workshops with First Nations; 3. Documentation of shared wilderness outings, focused on exchange of information among youth and elders and guides; 4. Summary report of completed training sessions, session outcomes and any participant survey results, issues and interest with options for moving toward healing and collaboration, and any applicable related agreements and action plans.
<p>THE MINISTRY CANNOT BE THE OWNER OF MATERIALS PRODUCED OR THE MAIN BENEFICIARY OF THE SERVICES [CPPM 21.2]. STATE WHO WILL BE THE OWNER AND THE MAIN BENEFICIARY:</p>	<p>Guide Outfitters Association of BC and participating First Nations.</p>
<p>PARTNERSHIPS INVOLVED:</p>	<p>Guide Outfitters Association of BC and participating First Nations.</p>
<p>MINISTRY'S ROLE:</p>	<p>The ministry's role has been to inform the pilot project's concept, objectives, and outcomes. Going forward, the ministry will ensure regular project and financial reporting, monitor progress, and review outcomes.</p>

<p>WHAT MONITORING IS IN PLACE? EXAMPLE:</p> <ul style="list-style-type: none"> • PERFORMANCE TARGETS • MILESTONES 	<p>Since the project emphasizes reconciliation-based relationship-building, it is distinguished by three milestone phases comprised of both informal and formal methods:</p> <ol style="list-style-type: none"> 1. Initial Phase (June 3, 2019 to August 31, 2019): outreach, exploratory interest-building, request for proposals to guides, and may also include starting or completing approved projects during this phase. 2. Mid-point (September 1, 2019 to December 31, 2019): ongoing intake of project proposals and approval, implementation through series of excursions, meetings, training sessions, and other relationship-building initiatives. 3. Close-out (January 1, 2020 to March 31, 2020): In addition to moving toward completion of on-going projects, documentation, results-gathering, identifying opportunities for ongoing relationships. <p>At each phase, GOABC will report out to FLNRORD a summary and related project and financial documentation of project-related expenditures.</p>
<p>RECIPIENT IS:</p>	<p><input type="checkbox"/> WITHIN <input checked="" type="checkbox"/> OUTSIDE GOVERNMENT REPORTING ENTITY</p>

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: REIMBURSEMENT ARRANGEMENT

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

<p>SELECT THE CODE FOR THE <u>PROCUREMENT PROCESS USED</u>.</p>	<p>209 Direct Award - SCA Competitive Selection Not Appropriate</p>
<p>IF DIRECT AWARD, PROVIDE RATIONALE. [IF CODE 208 WAS SELECTED ABOVE, INCLUDE SPECIFIED TARGET GROUP]</p>	<p>The target group is professional guide outfitters and their relationship with Indigenous communities; reciprocally, the target is also those Indigenous communities whose traditional territories overlap guiding territory certificates and their relationships with guide outfitters. Indigenous communities have identified a need to foster more participation and learning in guide outfitting industry, for specific social, cultural, and economic reasons. Guide outfitters are professional hunting guides who can mentor Indigenous peoples into the business, assist them re-establish the connection to the landbase, and exchange knowledge related to traditional practices. The Guide Outfitters Association of British Columbia represents the majority (60-70%) of the guide outfitting industry in BC. As such, they represent the majority of the target group, have a specific need to ensure positive relationships with Indigenous communities on the landbase, and the professional capacity to conduct mentorship activities.</p>
<p>SELECT A <u>TRADE AGREEMENT EXCLUSION CODE</u></p>	<p>300 - PURCHASE OF AN EXEMPTED GOOD/SERVICE</p> <p>For Code 800 – Regional/Economic development – contact a <u>Procurement Specialist</u></p>

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	71602	30660	80	7160098

PAYMENT METHOD	CHEQUE TO BE MAILED TO PAYEE IF 'D' cheque, provide instructions & mailing address:		
FUNDING SOURCE:	<input type="checkbox"/> Base Budget <input type="checkbox"/> Contingency <input type="checkbox"/> Special Account <input checked="" type="checkbox"/> Other Wildlife Modernization Fund <input type="checkbox"/> Funding is available within the division <input type="checkbox"/> Funding is not available within the division but approved within the Ministry Treasury Board Approval Number # <input type="checkbox"/> Funding is recoverable Recovery Source: _____ Recovery Amount \$ _____		
BUDGET BREAKDOWN:	\$50,000 FY2019 (Paid upon signing of agreement) \$50,000 FY2019 (Paid by end of project mid-point, upon receipt of a summary report)		
GST APPLICABLE?	<input type="checkbox"/> YES <input type="checkbox"/> NO	VOTE	Choose a Vote Number.
RECIPIENT CAPACITY			
WHAT DUE DILIGENCE WAS DONE TO ASSURE THAT THE RECIPIENT HAS SUFFICIENT CAPACITY TO COMPLETE THE PROJECT? [REQUIREMENT OF CPPM 21.3.5]	GOABC was established in 1996 and manages guiding and their examination/training in BC. GOABC has a long, proven track record of working with the Province. Branch staff spoke to GOABC executive in formulating the project substance as well as GOABC's process and capacity to deliver it.		
RISKS			
IDENTIFY RISKS AND STEPS TAKEN TO MITIGATE THE RISKS: EXAMPLE: FINANCIAL, SAFETY, PUBLIC RELATIONS ETC.	Staff have identified two risks associated with this project: 1. There is another vendor who represents a smaller share of the guide outfitting industry and has different needs than the vendor and aims of this project (the Wildlife Stewardship Council). Staff have discussed this initiative with Wildlife Stewardship Council and have proposed a separate project, which would be proportionally funded in terms of their relative membership and be tailored to that vendor's needs. 2. Some First Nations may perceive the mentorship program as paternalistic, insofar as they may see the training emphasis on reconciliation rather than guiding. Therefore, staff have required that reconciliation training be a part of this pilot program.		
WHAT ARE THE RISKS IF THIS TRANSFER DOES NOT PROCEED?	If this transfer does not proceed, FLNRORD will not be able to follow through on a commitment recently made at the GOABC Annual General Meeting. In addition, First Nations who have already expressed an interest in participating in this pilot project will not benefit from it and may question the ministry's commitment to the making investments on the land base that foster reconciliation.		
OTHER CONSIDERATIONS:	<input checked="" type="checkbox"/> THE TRANSFER WILL NOT ADVERSELY AFFECT EXISTING INDUSTRY <input checked="" type="checkbox"/> THE TRANSFER WILL NOT CREATE A CONFLICT OF INTEREST BETWEEN PARTIES		
APPROVAL			

POLICY REVIEW COMPLETED AND ATTACHED

☐

BUDGET REVIEW COMPLETED

☐CHIEF FINANCIAL OFFICER
NAME:

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

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

- ☐
- YES
-
- ☐
- NO

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

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

- ☐
- YES
-
- ☐
- NO

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

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

Choose a Direct Award Code.**Choose a Trade Agreement Exclusion Code.**For Code 800 – Regional/Economic development – contact a Procurement Specialist

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

IF THERE IS NO CHANGE TO THE FUNDING SKIP TO 'APPROVAL'IF THE FUNDING HAS CHANGED– COMPLETE THE SECTIONS BELOW

NEW BUDGET BREAKDOWN:

\$
\$FY
FY\$
\$FY
FY

IF DIFFERENT FROM ORIGINAL, COMPLETE ACCOUNT CODING

CLIENT
(MINISTRY)

RESPONSIBILITY

SERVICE
LINE

STOB

PROJECT

IF DIFFERENT FROM ORIGINAL, COMPLETE FUNDING SOURCE

☐ Base Budget ☐ Contingency ☐ Special Account ☐ Other
☐ Funding is available within the division☐ Funding is not available within the division but approved within the Ministry Treasury Board Approval Number #☐ Funding is recoverable

Recovery Source:

Recovery Amount \$

APPROVALPOLICY REVIEW COMPLETED AND ATTACHED ☐BUDGET REVIEW COMPLETED ☐

CHIEF FINANCIAL OFFICER

NAME: Trevor Miller

EXPENSE AUTHORITY

NAME: Jennifer Psylakis

ASSISTANT DEPUTY MINISTER (PROGRAM)

NAME: Tom Ethier

EXECUTIVE FINANCIAL OFFICER (FLNRO only)

NAME: Trish Oohar

SIGNATURE

June 19, 2019

DATE

SIGNATURE

June 3 2019

DATE

SIGNATURE

June 14, 2019

DATE

SIGNATURE

June 19/19

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.

