

## BULLETS

**DATE:** December 12, 2020

**PREPARED FOR:** Honourable Murray Rankin, Minister of Indigenous Relations and Reconciliation

**REGARDING:** Meeting with Chief Councillor Robert Dennis, Huu-ay-aht First Nations regarding provincial funding for Anacla/Bamfield Road improvements.

### SUMMARY:

- A bus accident in September 2019 resulting in two deaths and serious injuries highlighted ongoing safety concerns on the unpaved forest industrial road between Port Alberni and the community of Bamfield and the Huu-ay-aht First Nations (Huu-ay-aht) community of Anacla.
- Following the bus accident and a subsequent meeting between Huu-ay-aht and Premier Horgan, a technical working group comprised of representatives from Huu-ay-aht, forest companies, Ministry of Transportation and Infrastructure, and Ministry of Indigenous Relations and Reconciliation comprehensively reviewed a proposal by Huu-ay-aht to upgrade the Anacla/Bamfield Road with a seal coat surface.
- Under the Province's Pandemic Response and Economic Recovery program, Treasury Board authorized a \$25.7 million provincial grant for a road upgrade project to be managed by Huu-ay-aht and partners and to which the First Nation is contributing \$5 million.
- Since the announcement of the partnership between the Province and Huu-ay-aht on the road upgrade on September 11, 2020, the Parties have negotiated a Grant Letter and a Provincial Funds Escrow Agreement consistent with Treasury Board instructions and advice from the Ministry of Attorney General and the Auditor General of BC.
- s.16

### KEY MESSAGES:

- The Anacla/Bamfield Road improvement project will help make it safer for everyone who travels the road, as well as providing much needed support for growth and diversification in the regional economy as communities recover from the COVID-19 pandemic.
- Our partnership with Huu-ay-aht as a Treaty Nation is central to this important project, which will help build the critical infrastructure communities in the region need to thrive.

### PREPARED BY:

Stephen Winn, Negotiator  
Team 3, Negotiations and Regional Operations Division  
(250) 889-4131



## GRANT LETTER

December 7, 2020

Chief Councillor Robert Dennis  
Huu-ay-aht First Nations  
4644 Adelaide Street  
Port Alberni, BC V9Y 6N4

Dear Chief Councillor Robert Dennis:

### **Re: Supporting Economic Growth and Recovery in Anacla and Bamfield**

In keeping with mandated priorities of reconciliation and improving economic and social outcomes for Indigenous peoples in British Columbia, Her Majesty the Queen in the right of the Province of British Columbia (the "Province") through the Ministry of Indigenous Relations and Reconciliation is pleased to offer the Huu-ay-aht First Nations ("Huu-ay-aht") a grant in the amount of \$25.7 million, together with all interest accrued thereon resulting from investment of that sum by the Escrow Holder (collectively, the "Funds") subject to the terms set out in this grant letter, to assist Huu-ay-aht, working with Urban Systems, TFL 44 Limited Partnership, Parsons Inc. and Mosaic Forest Management and others, in supporting economic growth and economic recovery from the direct and indirect effects of COVID-19 in the communities of Anacla and Bamfield (the "Anacla/Bamfield Project").

#### Purpose of Funding

1. This grant letter and the Anacla/Bamfield Project are intended by Huu-ay-aht and the Province (together the "Parties") to support economic growth, diversification, safe access and job creation in Anacla, Bamfield and the City of Port Alberni benefiting local businesses in forestry, tourism and construction. This project will assist with economic recovery related to the direct and indirect impacts of the COVID-19. The Funds will be applied by Huu-ay-aht for the purposes set out in this paragraph.

#### Escrow Agreement

2. As a condition of disbursing the Funds, the Province, Huu-ay-aht's solicitors, Ratcliff & Company LLP and Huu-ay-aht must have entered into a Provincial Funds Escrow Agreement (the "Escrow Agreement") whereby Ratcliff & Company LLP (the "Escrow Holder") agrees to act for the sole purpose of accepting, holding and releasing the Funds in accordance with the terms of this grant letter and the Escrow Agreement.

#### Stipulations

3. Huu-ay-aht will:

- a. prepare and manage the Anacla/Bamfield Project based on a comprehensive budget and spending schedule, approved by the Huu-ay-aht First Nations Executive Council, that includes project milestones with specific estimated costs to reach each milestone (the “Project Budget”).

Huu-ay-aht may request disbursement of funds from the Escrow Holder, in the manner described in section 4, subject to the following:

- \$9.7 million may be requested upon the public release of the Project Budget; and
  - Tied to the milestones set out in the Project Budget, an amount of \$4 million may be requested upon notification to the Escrow Holder of the release of each of four bi-annual public project reports (each a “Bi-Annual Report”). All accrued interest will be released as part of the final amount requested following release of the fourth and final Bi-Annual Report.
- b. prepare and publicly release reports on the Anacla/Bamfield Project as follows:
    - i. the Project Budget (\$9.7 million);
    - ii. first Bi-Annual Report (\$4 million);
    - iii. second Bi-Annual Report (\$4 million);
    - iv. third Bi-Annual Report (\$4 million); and
    - v. fourth and final Bi-Annual Report (\$4 million plus all accrued interest).
4. When Huu-ay-aht requires a portion of the Funds to facilitate undertakings for the Anacla/Bamfield Project in accordance with paragraph 3, Huu-ay-aht will complete a “Funds Release Notice”, as defined in the Escrow Agreement, and provide that notice to the Escrow Holder.
  5. Any portion of the Funds that cannot be used or are not used according to the terms of this grant letter are repayable to the Province. For certainty, and without limitation, if the Anacla/Bamfield Project or primary components of the Anacla/Bamfield Project do not proceed by the third anniversary of the execution date of this grant letter, or by such other date as the Parties, may agree to, Huu-ay-aht will, as soon as practicable following that date, cause the unused portions of the Funds to be repaid to the Province and without limiting that obligation will, in respect of any unused portions of the Funds then held by the Escrow Holder, direct the Escrow Holder accordingly.

### Contributions by Huu-ay-aht

6. Huu-ay-aht will contribute \$5 million and in-kind resources to the Anacla/Bamfield Project and will be responsible for paying any costs of the Anacla/Bamfield Project that exceed \$30.7 million. Further, Huu-ay-aht confirms it will make its \$5 million contribution towards the project costs proportionately as it draws down the Funds per the stipulations noted above and the Escrow Agreement.

### Other Financial Arrangements

7. Huu-ay-aht acknowledges that any existing agreements or financial arrangements that are related to the Anacla/Bamfield Project will not be expanded or otherwise increased as a result of the Anacla/Bamfield Project .

### Records and Reports

8. Huu-ay-aht will:
  - a. establish and maintain accounting and administrative records in accordance with generally accepted accounting principles in relation to the receipt and use of the Funds; and
  - b. in accordance with paragraph 3, provide the Province with four Bi-Annual Reports every six months beginning six months after the delivery to the Province of the comprehensive budget for the Anacla/Bamfield Project, identifying progress related to project components and milestones and summarizing expenditures.
  - c. within six months of the fourth and final Bi-Annual Report provide to the Province a final report on the Anacla/Bamfield Project.

### Aboriginal and Treaty Rights Matters

9. This grant letter does not affect the obligations of the Parties under the Maa-nulth First Nations Final Agreement and does not:
  - a. constitute a treaty or land claim agreement within the meaning of section 25 and section 35 of the *Constitution Act, 1982*; and
  - b. define, limit, amend, abrogate or derogate from any of Huu-ay-aht's rights recognized and affirmed under section 35 of the *Constitution Act, 1982*.





### General

10. No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by disbursement of the Funds, by the terms of this grant letter or by any actions of the parties pursuant to this grant letter.
11. This grant letter will be binding upon the Province and its assigns and Huu-ay-aht and its successors or permitted assigns.
12. Any amendments to this grant letter or the Escrow Agreement will be made by the agreement of:
  - a. with respect to this grant letter, Huu-ay-aht and the Province; and
  - b. with respect to the Escrow Agreement, Huu-ay-aht, the Province and Ratcliff & Company LLP.
13. Nothing in this grant operates as a consent, permit, approval or authorization by the Government of the Province of British Columbia or any Ministry or Branch thereof to or for anything related to Huu-ay-aht's activities associated with the Anacla/Bamfield Project that, by statute, Huu-ay-aht is required to obtain.
14. Huu-ay-aht is solely responsible for engaging and reaching any agreements that may be necessary with TFL 44 Limited Partnership and Mosaic Forest Management for the purposes of undertaking and completing the Anacla/Bamfield Project.



Ministry of  
Indigenous Relations  
and Reconciliation

Please indicate your acceptance of the terms outlined above by signing and returning a copy of this letter to Mark Lofthouse, Chief Negotiator, Ministry of Indigenous Relations and Reconciliation.

We wish you success in advancing your work and encourage you to contact Ministry staff for any further assistance you may require.

Yours truly,

A handwritten signature in black ink, appearing to read "Murray Rankin".

Honourable Murray Rankin  
Minister of Indigenous Relations and Reconciliation

The foregoing is hereby acknowledged and agreed to by the Huu-ay-aht First Nations with effect as of date set out below

A handwritten signature in black ink, appearing to read "Robert Dennis".

Robert Dennis, Chief Councillor  
Huu-ay-aht First Nations  
Authorized Signatory

December 7, 2020

Date

## PROVINCIAL FUNDS ESCROW AGREEMENT

This Agreement dated and effective December 10, 2020

AMONG:

**HUU-AY-AHT FIRST NATIONS**

As represented by Chief Councillor Robert Dennis

("Huu-ay-aht")

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF  
BRITISH COLUMBIA**

As represented by the Minister of Indigenous Relations and Reconciliation

(the "Province")

(Huu-ay-aht and the Province are each individually a "Party" and are collectively the "Parties")

AND:

**RATCLIFF & COMPANY LLP**

("Escrow Holder")

RECITALS:

- A. Pursuant to the grant letter offer sent by the Province to Huu-ay-aht on December 7, 2020 and accepted by Huu-ay-aht on December 7, 2020 (the "**Grant**") the Province has covenanted to deposit \$25.7 million (the "**Funds**") into the trust account of the Escrow Holder; and
- B. The Escrow Holder is willing to act as escrow holder for the sole purpose of accepting, holding and releasing the Funds in accordance with this Agreement.

In consideration of the mutual agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties and the Escrow Holder agree as follows:

## **Section 1      Appointment of Escrow Holder**

- (1) The Parties appoint the Escrow Holder to act, and the Escrow Holder accepts the appointment and will act, as escrow holder in accordance with this Agreement.

## **Section 2      Delivery of Funds**

- (1) The Province hereby covenants and confirms that it will deposit into the Escrow Holder's trust account the Funds by wire transfer of the Funds as soon as practicable and in any event by no later than 30 days after the signing of this Agreement.
- (2) The Province hereby acknowledges that its deposit of the Funds is irrevocable, and that the Funds will only be released or returned in accordance with the terms of this Agreement.

## **Section 3      Holding of Funds**

- (1) The Funds deposited with the Escrow Holder will be held by the Escrow Holder in accordance with this Agreement and will not be released by the Escrow Holder except in accordance with this Agreement.

## **Section 4      Investment of Funds**

- (1) Subject to the Escrow Holder's receipt of the Funds, and until all of the Funds are delivered or deposited in accordance with Section 5, Section 7(5)(ii) or Section 12, the Escrow Holder will invest the Funds in interest bearing instruments in its trust accounts.
- (2) Interest earned and paid on such investments will be added to and form part of the Funds, and the Escrow Holder shall invest such interest in accordance with this Section. Interest earned on any portion of the Funds will be maintained until all the remaining Funds are delivered in accordance with Section 5 or deposited with a court in accordance with Section 7. The Escrow Holder may provide such information (including the identity of the party receiving such Funds) to the bank which maintains the trust account as may be required for tax reporting and other purposes.

## **Section 5      Release of Funds**

- (1) If, following the Escrow Holder's receipt of the Funds, the Escrow Holder receives instruction (a "**Funds Release Notice**") in the form attached as Schedule "A" from Huu-ay-aht, the Escrow Holder shall promptly deliver the Funds, or any part thereof, in accordance with the delivery instructions set out in such Funds Release Notice.
- (2) Huu-ay-aht covenants to and with the Province that if any portion of the Funds cannot be used according to the terms of the Grant, Huu-ay-aht will cause that portion of the Funds (including accrued interest) to be returned to the Province upon written request

and will, to the extent that any Funds (including accrued interest) remain with the Escrow Holder, instruct the Escrow Holder accordingly.

#### **Section 6      No Requirement for Determination or Decision**

- (1) The Escrow Holder is not required to make any determination or decision with respect to the validity of any claim made by any Party, or of any denial thereof (including, without limitation, the validity of any Funds Release Notice), but may rely conclusively on the terms of this Agreement and the documents delivered to it in connection with this Agreement.

#### **Section 7      Duties and Liabilities of the Escrow Holder**

- (1) The Escrow Holder has no duties or responsibilities other than those expressly set forth in this Agreement, which the Parties agree are purely administrative in nature, and no implied duties or obligations may be read into this Agreement against the Escrow Holder. For greater certainty, the Escrow Holder is not bound by any agreement, arrangement or understanding relating to or arising out of the matters provided for in this Agreement, except as expressly set forth in this Agreement.
- (2) The Escrow Holder is not liable for any action it takes or omits to take in good faith and in the exercise of its own judgment, for any error in judgment made in good faith or for any mistake of fact or law, except for its own negligence, bad faith, willful misconduct or willful failure to act.
- (3) The Escrow Holder may rely on, and is protected in acting upon, any judgment, order, notice, demand, direction, certificate or other instrument, paper or document which it may receive in connection with its duties under this Agreement and may accept them as sufficient evidence of the facts stated in them. The Escrow Holder is in no way bound to enquire as to the veracity, accuracy or adequacy thereof or call for further evidence (whether as to due execution, validity or effectiveness, or the jurisdiction of any court, or as to the truth of any fact), and is not responsible for any loss that may be occasioned by its failing to do so.
- (4) If the Escrow Holder becomes involved in any arbitration or litigation relating to this Agreement, the Escrow Holder may comply with any decision reached through such arbitration or litigation.
- (5) In the following circumstances, the Escrow Holder may (i) refrain from taking any action under this Agreement until it is authorized or directed otherwise in writing by all Parties, or by an order of a court of competent jurisdiction from which no further appeal may be taken, or (ii) deposit the Funds, or any portion thereof, with a court of competent jurisdiction in Vancouver, British Columbia:
  - (a) The Escrow Holder is uncertain as to its duties or rights under this Agreement,



- (b) The Escrow Holder receives instructions, claims or demands from any Party or from a third person with respect to any matter under this Agreement which, in its opinion, are in conflict with this Agreement,
  - (c) There is a disagreement between any of the Parties which, in the reasonable opinion of the Escrow Holder, may result in adverse claims or demands with respect to the Funds or any portion thereof, or
  - (d) Any of the Parties or the Escrow Holder disagree about the interpretation of this Agreement or about the rights and obligations of the Escrow Holder or the propriety of an action contemplated by the Escrow Holder under this Agreement.
- (6) Upon the Escrow Holder depositing all remaining Funds and accrued interest thereon with a court in accordance with Section 7(5), the Escrow Holder will be released from its duties and obligations under this Agreement. Section 9, Section 10 and Section 11 and the provisions of this Agreement relating to the protection of the Escrow Holder survive such release of the Escrow Holder.

#### **Section 8 Disclosure and Right to Act**

- (1) The Province acknowledges that the Escrow Holder has acted and will continue to act as counsel to Huu-ay-aht on other matters, including matters relating to the transactions and activities contemplated in the Grant.
- (2) The Parties agree that the Escrow Holder, solely by virtue of it acting as the Escrow Holder under this Agreement, will not be disqualified from continuing to act for and to Huu-ay-aht in any matter relating to the transactions contemplated in the Grant or any other matter.

#### **Section 9 Escrow Holder's Fees, Costs and Expenses**

- (1) Huu-ay-aht shall pay the Escrow Holder's reasonable fees, expenses and disbursements in connection with the performance of its obligations under Section 1 through Section 5 of this Agreement, any of the circumstances described in Section 7(5) of this Agreement and any application to court made by the Escrow Holder pursuant to this Agreement.

#### **Section 10 Indemnification of Escrow Holder**

- (1) Huu-ay-aht shall indemnify and save harmless the Escrow Holder and each of its shareholders, partners, directors, officers, employees, agents, representatives and affiliates, of and from, and shall pay for, all actions, proceedings, losses, liabilities, costs, claims, damages, expenses (including legal fees and expenses on a full indemnity basis without reduction for tariff rates or similar reductions) and demands that may be made or brought against it or any of them or which it or any of them may

suffer or incur as a result of, in respect of, or arising out of or in connection with this Agreement, the performance or non-performance by the Escrow Holder under this Agreement or any transactions contemplated by this Agreement, except such as shall result solely and directly from its own negligence, bad faith, willful misconduct or willful failure to act.

#### **Section 11 Release of Escrow Agent**

- (1) The Province and Huu-ay-aht each hereby release the Escrow Holder and each of its shareholders, partners, directors, officers, employees, agents, representatives and affiliates, from and against all actions, proceedings, liabilities, claims, debts, damages, and demands that the Province or Huu-ay-aht, respectively, has, or may in the future have, against it or any of them as a result of, in respect of, or arising out of or in connection with this Agreement, the performance or non-performance by the Escrow Holder under this Agreement or any transactions contemplated by this Agreement, except such as shall result solely and directly from its own negligence, bad faith, willful misconduct or willful failure to act.

#### **Section 12 Resignation or Removal of Escrow Holder**

- (1) The Escrow Holder may at any time resign as Escrow Holder upon thirty (30) days' notice to the Parties. Huu-ay-aht and the Province may at any time remove the Escrow Holder upon five (5) days' notice to the Escrow Holder. If the Escrow Holder resigns or is removed, Huu-ay-aht and the Province will each use best efforts to agree upon and appoint a new person to act as the replacement escrow holder ("**New Escrow Holder**") within thirty (30) days from the effective date of the resignation or removal of the Escrow Holder. Upon notice by Huu-ay-aht and the Province to the Escrow Holder of the appointment of a New Escrow Holder, and the agreement in writing by the New Escrow Holder that it will be bound by the terms of this Agreement, subject to any modification hereto which the Parties may agree to in writing with the New Escrow Holder:
  - (a) the Escrow Holder will deliver to the New Escrow Holder all Funds in the possession of the Escrow Holder;
  - (b) the New Escrow Holder will become the escrow holder in the place of the Escrow Holder; and
  - (c) the Escrow Holder will be released and discharged from all subsequent duties, responsibility and liability under this Agreement, provided for greater certainty that until the Escrow Holder delivers to the New Escrow Holder all Funds in the possession of the Escrow Holder, the Escrow Holder will continue to act as the Escrow Holder under this Agreement.

#### **Section 13 Termination of Agreement**

- (1) In addition to terminating in accordance with Section 11, this Agreement terminates and ceases to be of any further force and effect on the date on which the Escrow Holder delivers all or the remaining Funds in accordance with Section 5, or deposits same with a court in accordance with Section 7, except that Section 9, Section 10, Section 11 and all other provisions of this Agreement relating to the protection of the Escrow Holder survive the termination of this Agreement.

#### **Section 14 Notices**

- (1) Any notices or other communications required or permitted under this Agreement will be in writing and will be sent by email to the addressee at its email address referred to below, in which case that notice sent by email will be conclusively deemed to have been given or made to the addressee on the business day following the date of transmission:
  - (a) if to Huu-ay-aht:  
4644 Adelaide Street  
Port Alberni, BC V9Y 6N4  
Attention: Chief Councillor Robert Dennis and Executive Director  
Email: [robert.d@huuayaht.org](mailto:robert.d@huuayaht.org) and [executivedirector@huuayaht.org](mailto:executivedirector@huuayaht.org)
  - (b) if to the Province:  
Ministry of Indigenous Relations and Reconciliation  
P.O. Box 9100 Stn. Prov. Gvt.  
Victoria, B.C. V8W 9B1  
Attention: Mark Lofthouse  
Email: [Mark.Lofthouse@gov.bc.ca](mailto:Mark.Lofthouse@gov.bc.ca)
  - (c) if to the Escrow Holder, at:  
Ratcliff & Company LLP  
Suite 500, 221 West Esplanade  
North Vancouver, BC V7M 3J3  
Attention: Nathan Hume  
Email: [nhume@ratcliff.com](mailto:nhume@ratcliff.com)
- (2) A Party or the Escrow Holder may change its address for service from time to time by providing a notice in accordance with the foregoing. Any subsequent notice must be sent to such entity at its changed address.

#### **Section 15 Assignment and Enurement**

- (1) This Agreement may not be assigned by the Parties without the prior written consent of the other Party, such consent not to be unreasonably withheld. This Agreement will enure to the benefit of and be binding upon the Parties and the Escrow Holder and their respective successors and permitted assigns.



## **Section 16     Governing Law**

- (1) This Agreement will be governed by the laws of British Columbia and Canada applicable therein or applicable to the Province of British Columbia or Huu-ay-aht.

## **Section 17     Further Assurances**

- (1) Each of the Parties and the Escrow Holder will make, do, execute, deliver or cause to be made, done, executed and delivered all further acts, deeds, assurances and things as may be required for more effectually implementing and carrying out the intent and meaning of this Agreement.

## **Section 18     Entire Agreement and Amendments**

- (1) This Agreement constitutes the entire Agreement among the Parties and the Escrow Holder pertaining to the subject matter of this Agreement. It supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, among the Parties and the Escrow Holder pertaining to the subject matter of this Agreement.
- (2) There are no warranties, representations or other agreements among the Parties and the Escrow Holder in connection with the subject matter of this Agreement, except as set out or referred to in this Agreement.
- (3) This Agreement may not be amended except by a written agreement executed by the Parties and the Escrow Holder or as otherwise expressly provided for herein.

## **Section 19     Time of the Essence**

- (1) Time is of the essence in this Agreement.

## **Section 20     Severability**


- (1) If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

## **Section 21     Counterparts**


- (1) This Agreement may be signed in any number of counterparts and all counterparts taken together will be deemed to constitute one and the same instrument. Transmission of an executed signature page by facsimile, email or other electronic means is as effective as a manually executed counterpart of this Agreement.

The Parties and the Escrow Holder have executed this Agreement as of the date first written above.


**HUU-AY-AHT FIRST NATIONS**

By:   
Chief Councillor Robert Dennis

**HER MAJESTY THE QUEEN IN  
RIGHT OF THE PROVINCE OF  
BRITISH COLUMBIA**

By:   
Honourable Murray Rankin  
Minister of Indigenous Relations and  
Reconciliation

**RATCLIFF & COMPANY LLP**

By:   
Authorized Signatory, without  
individual or personal liability

**SCHEDULE "A"**  
**Funds Release Notice**

**TO:** \_\_\_\_\_

You are hereby irrevocably authorized and directed to deliver an amount of the Funds equal to  
[\*for the final Funds Release Notice only (plus accrued interest thereon)] \$ \_\_\_\_\_:

by wire transfer to the following:

**[Account holder]**  
c/o **[Name of financial institution]**  
**[Address]**  
Transit #: ●, Swift Code: ●  
Bank Code: ●  
Account #: ●

and this is your good and sufficient authority for doing so.

This is the Funds Release Notice contemplated in the Provincial Funds Escrow Agreement dated  
as of \_\_\_\_\_, 2020 between Huu-ay-aht First Nations, Her Majesty the Queen in Right of  
the Province of British Columbia and \_\_\_\_\_.

Capitalized terms in this Funds Release Notice have the meaning ascribed to such terms in such  
agreement.

**DATED** this \_ day of \_\_, 20\_\_.

**HUU-AY-AHT FIRST NATIONS**

By: \_\_\_\_\_  
Authorized Signatory

## BULLETS

**DATE:**

**PREPARED FOR:** Honourable Murray Rankin, Minister of Indigenous Relations and Reconciliation

**REGARDING:** Tripartite Gwets'en Nilt'i Pathways Agreement -  
Provincial Financial Mandate Submission (Tsilhqot'in Nation)

**SUMMARY:**

- MIRR staff have prepared a Treasury Board submission seeking<sup>s.16</sup> over five years to support BC's contribution to the tripartite *Gwets'en Nilt'i* Pathway agreement.
- The Pathway agreement was signed in 2019 by BC, Canada, and Tsilhqot'in; the agreement supersedes the bilateral Nenqay Deni Accord, which was signed by BC and Tsilhqot'in in 2016.
- The Pathway Agreement is similar to other comprehensive reconciliation agreements in that it lays out a process for the parties to seek substantial agreement on rights and title.
- The Pathways Agreement, and negotiations with Tsilhqot'in generally, differ from other engagements in that the 2014 Supreme Court of Canada *Tsilhqot'in* decision found that Tsilhqot'in Nation collectively holds aboriginal title to approximately 1700 square kilometers in the Cariboo region.
- In addition to supporting the negotiation of a comprehensive agreement, this mandate submission addresses Tsilhqot'in land management and governance issues related to the title declaration

**KEY MESSAGES:**

- This mandate submission seeks Treasury Board support for BC participation in ongoing reconciliation negotiations with Tsilhqot'in and Canada.
- Negotiating teams for Canada and BC are seeking equivalent and complimentary mandates.
- This mandate submission is consistent with the 2019 Treasury Board guidance for funding of comprehensive reconciliation agreements.

**PREPARED BY:**

BN drafter's name, Title  
Branch  
(250) XXX-XXXX