

**S'ÓLH TÉMÉXW STEWARDSHIP ALLIANCE – BRITISH COLUMBIA
COLLABORATIVE STEWARDSHIP FRAMEWORK AGREEMENT**

BETWEEN:

Chawathil First Nation, Cheam First Nation, Kwaw'Kwaw'Apilt First Nation, Scowlitz First Nation, Skawahlook First Nation, Skwah First Nation, Sumas First Nation, and Yale First Nation each on their own behalf, and

Aitchelitz Band, Shxwhá:y Village, Skowkale First Nation, Soowahlie First Nation, Squiala First Nation, Tzeachten, and Yakweakwioose First Nation, as represented by Ts'elxwéyeqw Tribe Limited Partnership

(the "Stó:lō First Nations")

AND:

HER MAJESTY THE QUEEN IN THE RIGHT OF THE PROVINCE OF BRITISH COLUMBIA as represented by the Minister of Forests, Lands and Natural Resource Operations and Rural Development (the "Province")

(Each "the Party" and collectively "the Parties")

PREAMBLE:

- A. The Stó:lō First Nations maintain a shared language, traditions, customary laws, history, and relationships to the land. The maintenance of these connections is essential to their culture and the maintenance of their community, and desire to safeguard the health and wellbeing of their communities now and for future generations, in accordance with their system of values, through respectful land and resource use and stewardship;
- B. The Collaborative Stewardship Framework seeks to enable the Province and Indigenous groups to collaboratively explore shared responsibility for stewardship of the environment in the Province of British Columbia through regional collaborative stewardship forums;
- C. The Parties are committed to moving forward together through their participation in the S'ólh Téméxw Stewardship Alliance Collaborative Resource Stewardship Forum within the Collaborative Stewardship Framework to further strengthening relationships on a Government to Government basis in the spirit of reconciliation;
- D. The Parties hold differing views with regard to sovereignty, jurisdiction, title, and ownership and, without prejudice to their differing views, acknowledge the distinct perspectives each brings to the partnership, arising from their respective knowledge systems, legal traditions and

governance systems, and wish to draw upon their distinct perspectives and the best elements of both Indigenous knowledge and science to establish the S'ólh Téméxw Stewardship Alliance Collaborative Resource Stewardship Forum through the Collaborative Stewardship Framework. The Parties will explore and jointly develop principles, plans, projects and mechanisms for more effective collaborative and government-to-government processes for shared decision-making and resource stewardship of the environment within S'ólh Téméxw; and

- E. The Parties acknowledge their desire that their participation in the S'ólh Téméxw Stewardship Alliance Collaborative Resource Stewardship Forum will be guided by the Stó:lō First Nations perspective of “Lets'emó:t” as it relates to seeking consensus and collaboration.

THEREFORE the Parties agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement:

“Agreement” means this enabling agreement by the Parties to support and oversee the participation by the Parties in the S'ólh Téméxw Stewardship Alliance Collaborative Resource Stewardship Forum to create a common vision and shared interests for environmental sustainability within S'ólh Téméxw.

“Collaborative Stewardship Framework” means the initiative by the Province intended to enable the Province and Indigenous groups to collaboratively explore through regional collaborative stewardship forums shared responsibility for environmental stewardship and in making resource management decisions in the Province of British Columbia.

“Lets'emó:t” means ‘one thought’ in the Halq'eméylem language of the Stó:lō, and within this Agreement is interpreted to mean ‘consensus’.

“S'ólh Téméxw” means “our world; our land” in the Halq'eméylem language of the Stó:lō, and for the purposes of this Agreement is the geographic area depicted in Schedule A;

“S'ólh Téméxw Stewardship Alliance Collaborative Resource Stewardship Forum” or “Forum” means the regional collaborative stewardship forum that the Parties will participate in as part of the Collaborative Stewardship Framework to explore shared responsibility for environmental stewardship and in making resource management decisions within S'ólh Téméxw.

“Stó:lō Rights” means:

- a. asserted aboriginal rights, including aboriginal title; or
- b. determined aboriginal rights including aboriginal title, which are recognized and affirmed by section 35(1) of the *Constitution Act, 1982*; whether those aboriginal rights are asserted by or determined to be the rights of the Stó:lō or one or more of the Stó:lō First Nations.

2.0 PURPOSE

- 2.1 The purpose of this Agreement is to identify the process for the Parties to collaboratively:
- a. develop and implement agreed upon joint stewardship plans, projects, mechanisms and / or activities through the Forum in keeping with the goals and objectives identified in section 4.1;
 - b. evaluate the performance of any joint stewardship plans, projects, mechanisms or activities that the Parties have developed and implemented through the Forum; and
 - c. develop joint recommendations for long-term, province-wide Collaborative Stewardship Framework based on the evaluation of, and adapted learnings from, joint stewardship plans, projects, mechanisms or activities that the Parties have developed and implemented through the Forum.
- 2.2 The Parties' shared vision of collaborative resource stewardship under this Agreement is one that embodies a government-to-government relationship, which will be developed within this Forum;
- 2.3 The Parties share an interest in having the collaborative stewardship and shared decision-making relationships developed under the Forum in accordance with section 4.1 serve to advance reconciliation based on the United Nations Declaration on the Rights of Indigenous Peoples, the Calls to Action of the Truth and Reconciliation Commission and the work that evolves from engagement on the Draft Principles that guide the Province of British Columbia's Relationship with Indigenous Peoples.

3.0 PRINCIPLES

- 3.1 The Parties agree their participation in the Forum, will be guided by the following principles in seeking to achieve the goals and objectives expressed in this Agreement:
- a. acting in good faith and an open manner;
 - b. committing to a respectful relationship as the preferable path to reconciliation;
 - c. applying a joint solution-building approach that is cooperative, collaborative, and strives for Lets'emó:t consensus-based recommendations or decisions;
 - d. seeking to prioritize the goals and objectives expressed in the Agreement and dedicate time, expertise, key decision-makers and technical support to achieve them.

4.0 FORUM GOALS AND OBJECTIVES

- 4.1 The Parties will work collaboratively in the Forum to incorporate an iterative and flexible approach throughout the implementation of this Agreement, including the following elements:
- a. developing a collaborative government-to-government structure through the Forum for implementing the Agreement;
 - b. creating a common vision and shared interests for environmental stewardship within S'ólh Téméxw;

- c. jointly setting principles for collaborative and decision-making processes, and means of environmental stewardship within S'ólh Téméxw;
- d. identifying environmental stewardship values, focusing on shared values, within S'ólh Téméxw, such as wildlife and water;
- e. identifying issues, including knowledge gaps in relation to shared values and specific stewardship concerns, and developing solutions as may be possible that seek to address specific stewardship concerns or shared values of importance within S'ólh Téméxw;
- f. applying shared capacity to generate trusted information regarding relevant elements of stewardship;
- g. collaboratively developing and implementing joint stewardship activities to mitigate impacts to values of importance for environmental sustainability within S'ólh Téméxw which may include:
 - i. setting desired future conditions for values of common interest;
 - ii. collecting and managing information on relevant values including Indigenous knowledge;
 - iii. assessing and monitoring the condition and trend of relevant values;
 - iv. developing and implementing management recommendations for shared values;
 - v. monitoring and reporting on compliance and effectiveness of natural resource management activities in relation to relevant values;
 - vi. reporting on the status and trend of relevant values and stewardship accomplishments; and
 - vii. capacity and training to support Stó:lō First Nations participation in stewardship activities.
- h. developing work plans including timelines, roles, and responsibilities for implementing potential initiatives or relevant elements of the Forum;
- i. establishing processes for internal and external communications in relation to the Forum;
- j. co-developing recommendations for the possible application, amendment, or creation of provincial legislation and regulations, policies, management approaches, and information and monitoring programs, relating to environmental stewardship and shared decision-making processes; and which may be also used to inform the development and/or amendment of STSA and associated Stó:lō First Nations policies, procedures and practices;
- k. using the results and outcomes of the Forum undertakings to inform natural resource activities and decision-making processes;
- l. sharing the results and outcomes of the Forum broadly within each respective Stó:lō First Nation or organization and externally to ensure the utmost value of the Collaborative Stewardship Framework can be achieved, which may include engagement with communities and non-indigenous stakeholders in an approach deemed appropriate by the Parties; and

- m. continuing to build the foundation for a positive and enduring relationship between the Parties.

5.0 FUNDING

- 5.1 The Parties recognize that Stó:lō First Nations will require funding to fulfill their obligations under this Agreement and that their participation in the Forum is contingent on the adequacy of available funding.
- 5.2 The Parties will co-develop an annual budget to support the Parties participating in the Forum based on the allotted funding to be provided by the Province to regional collaborative stewardship forums under the Collaborative Stewardship Framework.
- 5.3 Subject to sections 5.4 to 5.5, the forecasted budget for the Forum under the Provincial Collaborative Stewardship Framework is up to \$1,000,000 per regional forum, per year for fiscal years 2018-19, 2019-20, and 2020-21.
- 5.4 Notwithstanding any other provision in this Agreement any payment of funds by the Province to the Stó:lō First Nations under the Collaborative Stewardship Framework, is subject to:
 - a. there being sufficient monies available in appropriation, as defined in the *Financial Administration Act*, to enable the Province in any fiscal year or part thereof when such payment is required to make such payment;
 - b. Treasury Board, as defined in the *Financial Administration Act*, not having controlled or limited expenditure under any appropriation necessary to make such payment; and
 - c. the Parties entering into contribution funding agreements in accordance with sections 5.5 and 5.6.
- 5.5 The Parties will negotiate and seek to enter into contribution funding agreements during the term of this Agreement to enable the Province to provide funding to Stó:lō First Nations to support the Parties in the collaborative design and implementation of the Forum.
- 5.6 The contribution agreements will outline requirements for funding including deliverables, funding period, and project and financial reporting under the Collaborative Stewardship Framework.
- 5.7 The Parties may seek additional funding to support and implement the strategies developed under this Agreement, including support for the continuation of any governance structures developed under this Agreement.

6.0 IMPLEMENTATION

- 6.1 The Parties will work collaboratively to implement the goals and objectives of the Forum identified in section 4.0 through the technical teams and other government-to-government processes established by the Parties, including the Executive.
- 6.2 The Forum will as soon as practicable following the execution of this Agreement, establish a government-to-government structure, as a working group, to:

- a. identify joint stewardship initiatives or activities to be collaboratively developed and implemented as part of the Forum, which may include potential joint stewardship initiatives or activities identified in Schedule B;
- b. develop implement, and maintain a current work plan including a budget, timelines, roles, and responsibilities to carry out any agreed upon joint stewardship initiatives or activities that the Parties agree to collaboratively develop and implement as part of the Forum, which may include potential joint stewardship initiatives or activities identified in Schedule B;
- c. report to the relevant Parties leadership, as required on an ongoing basis; and
- d. receive advice and guidance on the Forum's development and implementation from the Parties.

6.3 For greater clarity, the Parties acknowledge and agree that regarding Schedule B:

- a. Schedule B is a preliminary list of potential joint stewardship initiatives or activities that the Parties may agree to collaboratively develop and implement as part of the Forum and is not determinative or exhaustive of stewardship initiatives or activities that the Parties may agree to developed and implement;
- b. Schedule B is may be amended from time to time by the Parties at any time by mutual consent;
- c. any joint stewardship initiative or activity identified in Schedule B is subject to the Parties agreeing to develop or implement such initiative or activity including the Parties jointly agreeing to work plans, timelines, and roles and responsibilities of the Parties; and
- d. nothing in this Agreement, including Schedule B, is intended to be construed as creating any legal, financial or contractual relations between the Parties enforceable by a court of competent jurisdiction.

7.0 INFORMATION SHARING AND CONFIDENTIALITY

- 7.1 The Parties will make best efforts to share relevant information and knowledge and will, at the time of disclosure:
 - a. assist in the other Party in interpreting the information, determining the current and future use of the information and the terms under which it may be reproduced or shared, in whole or in part, with any other party; and
 - b. will make reasonable efforts to maintain the confidentiality of the information provided by the other Party, particularly information identified by either Party as confidential and/or sensitive in nature, and prevent its disclosure to the public.
- 7.2 The Province acknowledges that the Stó:lō First Nations are custodians of cultural information and cultural knowledge that may be:
 - a. confidential and/or sensitive in nature; and/or

b. owned individually or collectively and must be managed according to the owner's wishes.

7.3 The Province acknowledges that the disclosure of information, including cultural information and cultural knowledge, that is provided by the Stó:lō First Nations to any other party requesting such information under the *Freedom of Information and Protection of Privacy Act* could:

- a. be reasonably expected to harm the relations between the Province and the Stó:lō First Nations as aboriginal governments;
- b. result in damage to or interfere with the conservation of:
 - i. fossil sites, natural sites or sites that have an anthropological or heritage value;
 - ii. an endangered, threatened or vulnerable species, subspecies or race of plants, vertebrates or invertebrates; or
 - iii. any other rare or endangered living resources.
- c. be excepted or restricted by the application of provisions of the Freedom of Information and Protection of Privacy Act unrelated to the circumstances described in paragraphs 7.3 (a) or (b).

7.4 If the Province receives a request under the *Freedom of Information and Protection of Privacy Act* or is otherwise required by law to disclose the information received from the Stó:lō First Nations, the Province will provide the Stó:lō First Nations with notice of the request for disclosure and will provide the Stó:lō First Nations an opportunity to meet and discuss a decision on the request.

7.5 The Parties acknowledge that:

- a. 7.1 does not apply to information that is already in the public domain, including the Remote Access to Archaeological Data (RAAD) database and on other public websites; and
- b. the disclosure of confidential Information may be restricted under provincial law or subject to additional conditions on disclosure.

7.6 The Parties further acknowledge and agree:

- a. it is their intention that the Forum will be a transparent process to implement the goals and objectives of the Forum identified in section 4.0 of this Agreement including adopting learnings from the Forum to develop recommendations for a long-term, province-wide Collaborative Stewardship Forum implementation plan and the Parties may invite other First Nations, levels of government or interested parties to participate in the design and implementation of the Forum; and
- b. they may need to take further steps or enter into further agreements with respect to use or disclosure of confidential information, including cultural information or cultural knowledge by any Stó:lō First Nation, as part of the implementation of this Agreement and the Forum.

8.0 TERM AND TERMINATION

8.1 The Agreement will take effect on the last date it is signed by all of the Parties.

- 8.2 The initial term of the Agreement is until March 31, 2021 unless it is extended under 8.3 or terminated under 8.5.
- 8.3 The Parties may extend the term of the Agreement in writing no less than 60 days before the end of the initial term.
- 8.4 Prior to the expiration of the term under s.8.2, the Parties will review the success of this Agreement in meeting the Parties' objectives and the Parties may agree to extend the term of this Agreement in accordance with section 8.3.
- 8.5 This Agreement may be terminated by either Party, giving to the other 90 days' written notice of intention to terminate or, on a date mutually agreed to by the Parties.
- 8.6 A Stó:lō First Nation may withdraw its participation in this Agreement upon the Chief and Council of the Stó:lō First Nation giving 90 days' written notice to the Province and the STSA of its intention to withdraw its participation in this Agreement. For greater certainty, the withdrawal of participation by one or more of the Stó:lō First Nations does not terminate this Agreement or affect the funding arrangement established in this Forum between the Stó:lō First Nations and the Province pursuant to section 5.0.
- 8.7 In recognition of the enduring value of a Government-to-Government relationship between the Stó:lō First Nations and the Province, any Party who gives written notice of termination of this Agreement:
- a. will, in the notice of termination of this Agreement, provide the other Party with the reasons for the termination; and,
 - b. may, within the period of the 90 days' notice, pursue the opportunities presented by this Agreement dispute resolution under section 9.0 to resolve the basis for termination.
- 8.8 Where this Agreement is terminated under subsection 7.5 or a particular Stó:lō First Nation withdraws its participation in this Agreement under subsection 7.6, section 7.0 survives either termination.

9.0. DISPUTE RESOLUTION

- 9.1. If a dispute arises between the Province and STSA regarding the interpretation of a provision of this Agreement, the Parties or their representatives will meet as soon as is practicable to attempt to resolve the dispute.
- 9.2. If the Parties are unable to resolve differences at the appropriate level, the issue will be raised to more senior levels of the Province and STSA.
- 9.3. If the dispute cannot be resolved by the Parties directly, the Parties may choose other appropriate approaches to assist in reaching resolution of the dispute.

10.0 GENERAL PROVISIONS

- 10.1 This Agreement does not:
- a. constitute a treaty or land claim agreement within the meaning of section 25 or section 35 of the *Constitution Act*, 1982;

- b. create, define, limit, amend, abrogate, or derogate from, any Stó:lō Rights;
- c. create processes to establish the scope or geographic extent of Stó:lō Rights including Aboriginal title under section 35(1) of the *Constitution Act, 1982*;
- d. limit the Parties' participation in other discussions, negotiations or settlements; and
- e. interfere with, or fetter, the exercise of any decision-making authority or jurisdiction of any Party or fetter the discretion of any decision-making authority.

10.2 The Parties agree that consultation processes on proposed natural resource activities are ongoing and that the Collaborative Stewardship Framework and the Forum may inform natural resource decisions including any decisions by the Environmental Assessment Office.

10.3 This Agreement may be amended by agreement of the Parties in writing, including adding other Parties.

10.4 This Agreement may be entered into by each Party signing a separate copy of this Agreement and delivering it to the other Party by facsimile or email transmission.

IN WITNESS WHEREOF the Parties have executed this Agreement as set out above.

Signed on behalf of each Stó:lō First Nation:

Signed on behalf of **Chawathil First Nation**

this ____ day of _____, 2019:

(name)

Signed on behalf of **Cheam First Nation** this

____ day of _____, 2019:

(name)

Signed on behalf of **Kwaw-Kwaw-Apilt First Nation** this ____ day of _____, 2019:

(name)

Signed on behalf of **Scowlitz First Nation**
this ____ day of _____, 2019:

(name)

Signed on behalf of **Skawahlook First Nation** this ____ day of _____, 2019:

(name)

Signed on behalf of **Skwah First Nation**
this ____ day of _____, 2019:

(name)

Signed on behalf of **Sumas First Nation**
this ____ day of _____, 2019:

(name)

Signed on behalf of **Yale First Nation**
this ____ day of _____, 2019:

(name)

Signed on behalf of Aitchelitz Band,
Shxwhá:y Village, Skowkale First Nation,
Soowahlie First Nation, Squiala First
Nation, Tzeachten First Nation, and
Yakweakwioose First Nation as
represented by Ts'elxwéyeqw Tribe
Limited Partnership this ____ day of
_____, 2019:

(name)

**The Minister of Forests, Lands, Natural Resource Operations and Rural Development,
on behalf of the Province of British Columbia**

_____ Signed this ____ day of _____, 2019

Honourable Doug Donaldson, Minister

**The Minister of Indigenous Relations and Reconciliation, on behalf of the Province of
British Columbia**

_____ Signed this ____ day of _____, 2019

Honourable Scott Fraser, Minister

**The Minister of Energy, Mines and Petroleum Resources, on behalf of the Province of
British Columbia**

_____ Signed this ____ day of _____, 2019

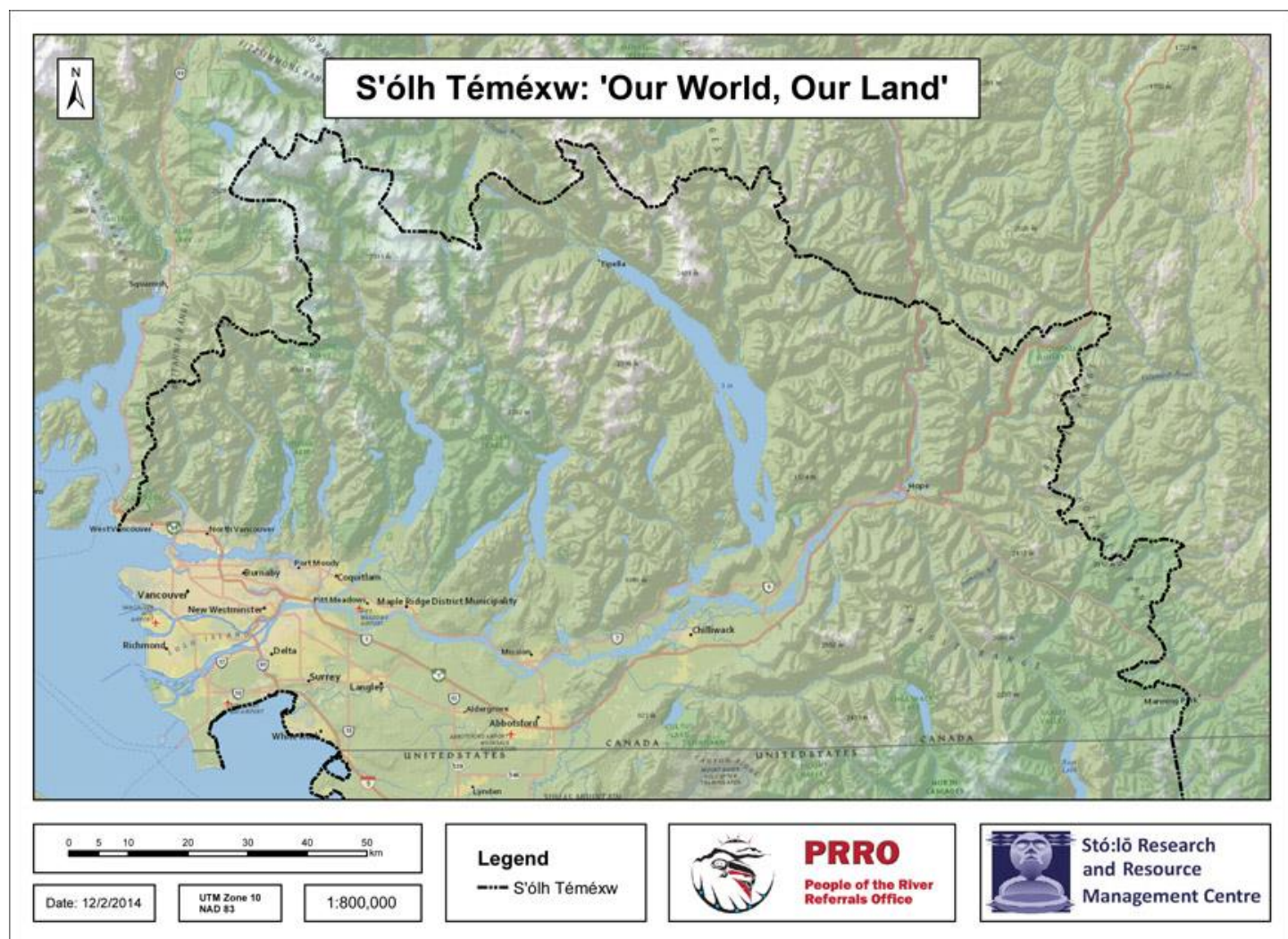
Honourable Michelle Mungall, Minister

**The Minister of Environment and Climate Change Strategy, on behalf of the Province
of British Columbia**

_____ Signed this ____ day of _____, 2019

Honourable George Heyman, Minister

Schedule A - S'ólh Téméxw for the purposes of this Agreement includes the geographic area depicted below:



SCHEDULE B – Potential initiatives that may be jointly developed and implemented by the Parties through S’ólh Téméxw Stewardship Alliance Collaborative Stewardship Forum

Schedule B is a preliminary list that sets out potential initiatives that may be jointly developed and implemented by the Parties through the Forum as part of the Collaborative Stewardship Framework. This list in Schedule B is not determinative or exhaustive of stewardship initiatives or activities that the Parties may agree to develop and implement. The implementation of any joint stewardship initiative or activity identified in this Schedule is subject to the Parties agreeing to develop or implement such initiative or activity including and jointly agreeing to work plans, timelines, and roles and responsibilities of the Parties.

CRS TOPIC	Project	Lead	FN Involvement	BC Involvement	Year 1: 2018-19	Year 2: 2019-20	Year 3: 2020-21+
(1) G2G Organizational Structure & Relations	CRS Project Planning	CRS Working Group, STSA as whole, individual STSA communities	STSA / First Nations	All, as required by projects	X	X	X
	Two-Way Training	Dave Schaepe, Yvette Lizée	STSA / First Nations	all	X	X	X
	CRS Forum Structure & Roles Definition	Dave Schaepe, Leonard Feldes	STSA / First Nations	all	X		
	STSA Governance re: Stewardship & Collaboration	Dave Schaepe	STSA / First Nations	n/a	X	X	X
	Communications Strategy Development	Tannis Tommy	STSA / First Nations	MIRR (TBD)	X	X	X
(2) S’ólh Téméxw Integrity Analysis	Impact Analysis on S’ólh Teméxw Ecosystem	David Schaepe, Leonard Feldes	STSA / First Nations	Multi-Agency/Ministry	X	X	X
	Cumulative Effects (CE) Methodology Comparison	TBD	STSA / First Nations	Multi-Agency/Ministry		X	X
(3) Stewardship and Elements of Land Use Planning	Mining Tenures - Planning	Dave Caughill Karen Brady	STSA / First Nations	EMPR	X	X	X
	Chilliwack Lake Park Plan	Keri Ardell Senior Planner Parks	TTML / First Nations	BC Parks	X	X	
	Forestry Best Management Practices	Karen Brady Leonard Feldes Keri Ardell	STSA / First Nations	FLNRORD - Forestry	X	X	
	Integrated Silviculture Strategy	Mike Goold Jack Sweeten Keri Ardell	STSA / First Nations	FLNRORD - Forestry	X	X	
	Red Cedar Inventory & Strategy (link to ISS)	Mike Goold Jack Sweeten Keri Ardell	STSA / First Nations	FLNRORD - Forestry		X	
	Forestry & Other Resource Inventory (not limited to timber)	Keri Ardell Mike Goold Leonard Feldes	STSA / First Nations	FLNRORD - Forestry	X	X	
	Sumas Mountain Regional Park Use	Semá:th Rep, Dave Caughill	Semá:th First Nation	EMPR FLNRORD	X	X	X

	Planning		(TBC)	FVRD			
	Recreational Use Impact Management	FLNRORD – Rec Sites & Trails (TBC)		FLNRORD – Rec Sites & Trails			
(4) Cultural Site Protection	HCA s.4 Pilot	Dave Schaepe Jillian Rousselle	STSA / First Nations	FLNRORD - Arch Branch	X	X	X
	Sumas Mountain Lightning Rock Site Protection	Chief Dalton Silver Yvette Lizée	Semá:th First Nation	MIRR	X		
	Cultural Sites including Sumas Mountain Thunderbird Caves			Multi-Agency/Ministry		X	
	Winona Road Burial Mounds	Chief Dave Jimmie, Jillian Rousselle	TTML	FLNRORD - Arch Branch	X	X	
	Cultural Heritage Impact Assessment (CHIA) / Cultural Heritage Overview Assessment (CHOA) Review	Dave Schaepe Yvette Lizée	STSA / First Nations	MIRR	X	X	
(5) Monitoring & Enforcement	S'ólh Téméxw Guardians Program	TBD	STSA / First Nations + possible CSF Forum collaborators	Multi-Agency/Ministry	X	X	X
	Mines Monitoring	Semá:th rep, Dave Caughill	Semá:th First Nation	EMP		X	X
(6) Economic Development / Revenue Sharing	Resource Permitting and Tenure Opportunities (e.g., Woodland License, Area Based Tenures)	Keri Ardell Leonard Feldes others	TTML, others	FLNRORD – Forestry		X	
	Resource Revenue Sharing	TBD	STSA / First Nations	FLNRORD, EMPR	X	X	X
Additional Topics to Sort	Bank Stabilization and Flood Management; Water-related matters; and fisheries; and other topics as may arise.	TBD	TBD	TBD	X	X	X