

# STRATEGIC ENGAGEMENT AGREEMENT

Between the Province of British Columbia and Kaska Dena Council



Daylu Dena Council



Kwadacha First Nation



Dease River First Nation

## *Shared Vision*

Kaska and the Province are committed to a government-to-government relationship consistent with the vision of the New Relationship<sup>1</sup> and principles of the Transformative Change Accord and intend to act in accordance with the New Relationship vision during implementation of this Strategic Engagement Agreement;

Kaska and the Province are committed to work towards achieving reconciliation by supporting Shared Decision Making, between the Kaska and the Province with respect to the lands, water and resources in the Kaska Traditional Territory;

Kaska and the Province recognize and respect that each Party has their own respective policies, management systems, practices and internal decision making processes to support implementation of this Agreement;

Kaska and the Province seek to create an efficient and effective Shared Decision Framework that will reduce land and resource sector conflicts; provide greater certainty; fulfill specific legal obligations of the Province; and improve business relationships;

Kaska and the Province will implement this Strategic Engagement Agreement in good faith to achieve open, transparent and accountable Shared Decision Making;

Kaska and the Province support efficient use of internal resources and respect each other's resource and capacity limitations in the implementation of this Strategic Engagement Agreement; and

Kaska and the Province intend to negotiate arrangements to share the revenue and benefits generated from the lands and resources within the Kaska Traditional Territory.

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<sup>1</sup> *"Statement of Vision"*

*We are all here to stay. We agree to a new government-to-government relationship based on respect, recognition and accommodation of aboriginal title and rights. Our shared vision includes respect for our respective laws and responsibilities. Through this new relationship, we commit to reconciliation of Aboriginal and Crown titles and jurisdictions.*

*We agree to establish processes and institutions for shared decision making about the land and resources and for revenue and benefit sharing, recognizing, as has been determined in court decisions, that the right to aboriginal title "in its full form", including the inherent right for the community to make decisions as to the use of the land and therefore the right to have a political structure for making those decisions, is constitutionally guaranteed by Section 35. These inherent rights flow from First Nations' historical and sacred relationship with their territories.*

*The historical Aboriginal-Crown relationship in British Columbia has given rise to the present socio-economic disparity between First Nations and other British Columbians. We agree to work together in this new relationship to achieve strong governments, social justice and economic self-sufficiency for First Nations which will be of benefit to all British Columbians and will lead to long-term economic viability."*

*\*([http://www.newrelationship.gov.bc.ca/agreements\\_and\\_leg/new\\_relationship\\_agreement.html](http://www.newrelationship.gov.bc.ca/agreements_and_leg/new_relationship_agreement.html))*

*This Agreement is dated 27<sup>th</sup> day of March, 2015*

**BETWEEN**

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

*as represented by the Ministry of Aboriginal Relations and Reconciliation  
(hereinafter the "Province")*

*and*

**KASKA DENA COUNCIL**

*on its own behalf and on behalf of Daylu Dena Council, Dease River First  
Nation and Kwadacha First Nation*

*(hereinafter the "Kaska")*

*(each a "Party" and collectively the "Parties")*

Whereas:

- A. On March 27, 2015 the Parties renewed their commitment to the Shared Vision and this Strategic Engagement Agreement is the means by which the Parties intend to continue to collaborate on a government-to-government basis to realize the Shared Vision;
- B. The Parties recognise that the Kaska Dena have a unique culture with distinct practices, customs and traditions and a distinct system of laws and governance;
- C. The Parties agree to work collaboratively on a government-to-government basis without prejudice to their differing views with regard to sovereignty, jurisdiction, title, and ownership; and

D. The position of the Kaska Dena is that:

The Kaska Dena have Aboriginal Rights within Kaska Traditional Territory that are recognized and affirmed under section 35(1) of the *Constitution Act, 1982*;

The Kaska Dena have existing and continuing Aboriginal Rights and Title, including other interests, throughout the areas in British Columbia, Yukon, and Northwest Territories that the Kaska Dena have used and occupied since time immemorial;

The Kaska Dena have unextinguished Aboriginal Rights and Title to the land and resources within our Traditional Territory and the Crown's interests and authority in Kaska Traditional Territory are subject to our Rights and Title and customary laws;

The Kaska Dena continue to harvest and rely on resources within the Traditional Territory to sustain ourselves and our way of life as an Aboriginal peoples and intend to continue to do so to perpetuate our way of life for future generations; and

The Kaska Dena use and stewardship of the lands, water and resources within our Traditional Territory is integral to the Kaska Dena, and our governance and economy. The Kaska governance of our land and resources remains a paramount responsibility and the Kaska Dena look to the Crown's duty to consult and accommodate as one of the ways to fulfill that responsibility.

The position of the Province is that:

The lands, water, and resources of British Columbia, subject to certain private rights and interests, are Crown lands, water, and resources subject to the sovereignty of Her Majesty the Queen and the legislative jurisdiction of the Province of British Columbia; and

The Province acknowledges that the Kaska Dena have Aboriginal Rights and Title within their Traditional Territory but the specific nature, scope or geographic extent of those, including any Kaska Dena customary laws, have not yet been determined.

Therefore the Parties agree as follows:

## 1.0 Definitions

1.1 In this Agreement:

"Aboriginal Rights and Title" means aboriginal rights, including aboriginal title as recognized and affirmed by section 35 (1) of the *Constitution Act, 1982*. The scope, nature and specific geographic extent of such rights and title have not yet been determined;

"Agreement" means this Strategic Engagement Agreement including its Appendices, dated March 27, 2015;

"Applicant" means any person, corporation, society, entity or agency, including the Province and any agent of the Province that makes or is planning to make an Application;

"Application" means a request for an approval submitted to a Provincial Agency on or after the Effective Date, for an authorization, license or permit that:

- (a) relates to or impacts lands, water and resources within the Kaska Traditional Territory;  
and
- (b) proposes activities that may adversely impact Kaska's Aboriginal Rights and Title;

and includes the application document, any materials for amendment, renewal or replacement of an existing authorization, license or permit, and all supporting material that is submitted by the Applicant;

"Application Package" means a package provided to the KNRS which is considered complete once the following information is provided:

- (a) the project or activity name;
- (b) the name of the Applicant;
- (c) relevant tracking numbers;
- (d) the Provincial Agency's initial assessment of the appropriate Shared Decision Level in consideration of the Spatial Reference Layer;
- (e) where available to the Provincial Agency, relevant background information on the Application and a description of current activities and any known plans associated with the Application;
- (f) where available to the Provincial Agency, comments on or assessments of the Application made by other government agencies;
- (g) a description of the proposed activities and authorizations required;
- (h) either a digital survey plan with a GIS compatible digital file, as available, of the proposed activity or both an overview map (1:250,000) and a site specific map (1:5,000 to 1:20,000) identifying the location and details of the activity; and
- (i) a contact name, phone number and email address for the Provincial Agency contact.

"Business Day" means any day other than Saturday, Sunday, National Aboriginal Day, all statutory holidays, and days where due to cultural practices, Kaska offices are closed as described in subsection 6.4 of this Agreement;

"Collaborative Management Framework" means the government-to-government fora set out in section 5 of this Agreement;

"Confidential Information" means information identified as and considered to be confidential by the Party providing the information and does not include information that is in the public domain;

"Cultural Heritage Resource" means an object, a site or the location of a traditional societal practice that is of historical, cultural or archaeological significance;

“Effective Date” means the date on which the last of the signatories has signed this Agreement;

“Forest & Range Consultation and Revenue Sharing Agreements” or “FCRSAs” means agreements so entitled between the Parties that is specific to forest and range consultation and revenue sharing;

“Implementation Plan” means the implementation commitments set out in section 15 of this Agreement;

“Kaska” means the Daylu Dena Council, Dease River First Nation, and Kwadacha First Nation as represented by the Kaska Dena Council;

“Kaska Dena” means the collective who possess Aboriginal Rights and Title of the Kaska;

“Kaska Dena Council” means a society incorporated under the *Society Act* to represent the Aboriginal Rights and Title and interests of the Kaska;

“Kaska Natural Resources and Cultural Agencies” or “KNRCA” means the community-based agencies established by the Kaska that:

- (a) report to the Kaska Natural Resources Society;
- (b) represent the interests of and engages with the Kaska as appropriate; and
- (c) may communicate with Provincial Agencies on an as needed basis;

“Kaska Natural Resources Society” or “KNRS” means the standing committee of the Kaska that provides oversight to the KNRCA, which is authorized by the Kaska to engage with the Province on land, water and resource management issues in accordance with the Shared Decision Framework as described in this Agreement and is the main point of contact with Provincial Agencies;

“Kaska Responsible Official” means the official appointed to this role by the Kaska Dena Council including alternates and his or her successors;

“Kaska Traditional Territory” means the geographic area that falls within the Province of British Columbia and is set out in Map 1 of Appendix A;

“Muskwa Kechika Letter of Understanding” or “MK LOU” means this Agreement entitled “Letter of Understanding” between the Province and the Kaska Dena Council that is specific to the Muskwa Kechika Management Area;

“Natural Resources Council” means the government-to-government forum established under subsection 6.1(a) of this Agreement;

“Natural Resources Council Co-Chairs” or “Co-Chairs” means the Natural Resources Council Co-Chairs, including alternates, appointed by the Parties in subsection 6.1(b) of this Agreement;

“Non-Participatory Provincial Agency” means a provincial ministry, division, branch, agency or office that is not subject to the terms of this Agreement. For greater certainty, the Environmental Assessment Office and the Oil and Gas Commission are Non-Participatory Provincial Agencies;

“Provincial Agency” means a provincial ministry that is listed in Appendix **B**, including its divisions, branches, agencies or offices, but excluding any Non-Participatory Provincial Agency, that is subject to the terms of this Agreement. In the case of a reorganization of a Provincial Agency where responsibilities for decisions related to this Agreement are transferred to a Non-Participatory

Provincial Agency, the original and the receiving Non-Participatory Provincial Agency will be presumed to be Provincial Agencies until otherwise notified by the Provincial Responsible Official;

"Provincial Responsible Official" means the Manager of Omineca Region, Negotiation and Regional Operations Division, Ministry of Aboriginal Relations and Reconciliation or equivalent in another Provincial Agency, including alternates and his or her successors;

"Recommendation" means a proposed course of action provided by the Natural Resources Council or Co-Chairs to a Provincial Agency resulting from the process described in Appendices C, E or F. Recommendations can be submitted jointly, or separately in the case of dissenting recommendations;

"Reference Guide" means the operational guidance document supporting this Agreement;

"Responsible Officials" means the Kaska Responsible Official and the Provincial Responsible Official;

"Response" means information provided, in writing, by the Kaska to a Provincial Agency which:

- (a) provides a description of the Kaska Aboriginal Rights and Title, which may be potentially impacted and how they may be potentially impacted by the proposed activities;
- (b) may provide an interest based rationale for how the proposed activities may potentially impact lands, water, or resources in the Kaska Traditional Territory;
- (c) may provide a Kaska interpretation of how the proposed activities may conflict with provincial standards, guidelines, policy, or legislation & regulations; and
- (d) with respect to the proposed activities, may provide:
  - i. proposed options for addressing (a)-(c); and
  - ii. a request and rationale for further engagement, where an increase has not previously occurred as a result of applying subsection 1.2 (d) of Appendix C;

"Shared Decision Framework" means the Shared Decision process as described in Appendix C;

"Shared Decision" means the outcome of the process described in subsection 4.3 of this Agreement;

"Shared Decision Level" means the levels assigned to the types of decisions as described in the Shared Decision Matrix of Appendix C;

"Shared Decision Making" means the approach by which the Parties will utilize their respective applicable laws, policies, customs, traditions, or responsibilities to:

- (a) engage in the development and implementation of the Shared Decision Framework;
- (b) work together to realise shared goals; and
- (c) collaboratively manage the implementation of the Shared Decisions on lands, water and resources through Responses or Recommendations incorporated into Shared Decisions, utilizing annual performance reviews, or Strategic Shared Decisions;

"Shared Decision Matrix" means the tool used to assign the appropriate Shared Decision Level as identified in section 8.1 of Appendix C;

"Shared Decision Working Group" means the designated representatives assigned by the Natural Resources Council as described in section 6.2(b) of this Agreement;

"Strategic Land Use Planning Agreement" or "SLUPA" means the Agreement so entitled that has been collaboratively developed by the Parties;

"Spatial Reference Layer" means Map 1 of Appendix D that provides guidance to the Parties in determining the appropriate Shared Decision Level required for consideration of proposed activities;

"Strategic Shared Decision" means activities identified as "strategic" in the Shared Decision Matrix or a request by either Party to engage the Natural Resources Council regarding the use of lands, water and resources in accordance with Appendix C; and

"Traditional Knowledge" includes Kaska ecological, cultural, geographic, agricultural, scientific, medicinal, biodiversity and heritage knowledge related to Kaska Dena customs, practices and traditions that is continuously communicated by generations of Kaska Dena.

## 2.0 Purpose

2.1 This Agreement is intended to foster and build upon a positive and respectful government-to-government relationship that:

- (a) enables the Parties to work creatively and collaboratively towards the full potential of the vision in the New Relationship, the principles of the Transformative Change Accord and apply Shared Decision Making;
- (b) maintains the Shared Decision Framework, Fish and Wildlife Framework and Conservancies, Parks and Protected Areas Framework with the aim that these entities shall:
  - i. be efficient and effective;
  - ii. provide for the Kaska and the Province to collaboratively manage the implementation of the Shared Decisions on lands, water and resources through Responses or Recommendations incorporated into Shared Decisions, utilizing annual performance reviews, or Strategic Shared Decisions;
  - iii. consider all sources of knowledge, including Traditional Knowledge;
  - iv. respect and acknowledge Kaska Aboriginal Rights and Title;
  - v. support the engagement of the Kaska on a government-to-government basis by providing capacity for the Kaska;
  - vi. facilitate economic development; and
  - vii. support an integrated management approach to lands, water and resources in the Kaska Traditional Territory;
- (c) achieves meaningful engagement, a shared understanding of each Party's respective interests and more informed decisions; and
- (d) creates opportunities for resource revenue benefit sharing agreements, and other agreements to be negotiated with Provincial Agencies.



### 3.0 **Scope**

- 3.1 This Agreement applies to the Kaska Traditional Territory within British Columbia as shown on Map 1 in Appendix A.
- 3.2 This Agreement applies to the Provincial Agencies listed in Appendix B that are responsible for Shared Decisions in Appendices C, E and F, and does not apply to Non-Participatory Provincial Agencies.

### 4.0 **Shared Decision Framework**

- 4.1 The Shared Decision Framework will be the means through which the Provincial Agencies and the Kaska will engage when an Application is being considered.
- 4.2 The Shared Decision Framework is composed of:
  - (a) a process for interaction between the Parties, as described in sections 1 to 6 of Appendix C, where Applications follow the procedure of one of: Shared Decision Level “information available upon request”, Shared Decision Levels 1 to 4, or Strategic Shared Decision;
  - (b) the Natural Resources Council, including the Shared Decision Working Group, as described in section 6 of this Agreement;
  - (c) the Spatial Reference Layer as described in Appendix D; and
  - (d) the Shared Decision Matrix as described in section 8 of Appendix C.
- 4.3 The Parties accept that a Shared Decision has been made when:
  - (a) the Parties have followed the process described in Appendix C; and
  - (b) the Provincial Agency has made a decision in serious consideration of the Recommendation, and other available information.
- 4.4 The Parties acknowledge that this Agreement will constitute the means by which Provincial Agencies fulfill the Province’s duty to meaningfully consult and where appropriate, accommodate the Kaska with respect to Applications and Strategic Shared Decisions within the scope of this Agreement.

### 5.0 **Collaborative Management Frameworks and Working Groups**

- 5.1 The Parties will use the Fish and Wildlife Collaborative Management Framework as described in Appendix E when engaging on fish and wildlife issues that are outside the scope of the Shared Decision Framework and may use the Fish and Wildlife Collaborative Framework when implementing Shared Decisions on fish and wildlife issues.
- 5.2 The Parties will use the Conservancies, Parks and Protected Areas Collaborative Management Framework as described in Appendix F when engaging on conservancy, park and protected area management issues that are outside the scope of the Shared Decision Framework and may use the Conservancies, Parks and Protected Areas Collaborative Management Framework when implementing Shared Decisions on conservancy, park and protected area management issues.

- 5.3 The Parties may use the mineral working group to examine issues related to mineral or coal exploration, sand and gravel quarries, placer mining or mine development, as directed by the Natural Resources Council. Unless otherwise agreed to by the Parties, each Party shall bear their own costs for participating on the mineral working group.
- 5.4 The Parties may create other working groups as needed, to examine issues related to natural resources that are either: outside of the scope of the Shared Decision Framework or that arise in the course of an Application requiring additional consideration, as described in sections 6.2 (c). Unless otherwise agreed by the Parties, each Party shall bear their own costs for participating on these working groups.

## 6.0 Roles and Responsibilities

### 6.1 The Responsible Officials will:

- (a) provide executive guidance to the Natural Resources Council;
- (b) appoint a Co-Chair from their respective Party;
- (c) approve amendments to the operational guidelines for the Natural Resources Council;
- (d) amend the Reference Guide, and the Implementation Plan, as described in section 15 of this Agreement;
- (e) approve the annual implementation report of the performance management system, as described in section 15 of this Agreement;
- (f) approve amendments consistent with section 16 of this Agreement;
- (g) administer the dispute resolution process consistent with section 17 of this Agreement; and
- (h) undertake other responsibilities to assist in the implementation of this Agreement; and
- (i) in the case of a reorganization of a Participatory Agency into a new ministry, the Provincial Responsible Official will, as soon as is practicable, notify the Kaska Responsible Official and the Natural Resources Council whether that ministry is to be considered a Provincial Agency under this agreement, and if necessary will direct the Co-Chairs to amend this agreement.

### 6.2 The Natural Resources Council Co-Chairs will:

- (a) organize and jointly chair the Natural Resources Council meetings;
- (b) establish Shared Decision Working Groups as described in Appendix C;
- (c) establish other working groups as required, including approving the proposed terms of reference for those working groups, and approving the membership of that working group;
- (d) develop, approve and amend, as required, the operational guidelines for the Shared Decision Working Group and Fish and Wildlife Working Group;
- (e) make Recommendations under Shared Decision Level 2, Shared Decision Level 3, Shared Decision Level 4 and Strategic Shared Decisions as described in Appendix C, as required;

- (f) review the 60 Business Day timeline under Shared Decision Level 4 and agree to an extension of time if extenuating circumstances exist as described in Appendix C;
- (g) approve the workplan developed by the Shared Decision Working Group under Strategic Shared Decisions as described in Appendix C;
- (h) engage with Non-Participatory Provincial Agencies as described in section 9 of this Agreement;
- (i) discuss and record in writing Confidential Information requirements as described in section 10 of this Agreement; and
- (j) ensure the funding and annual reporting requirements as described in section 14 of this Agreement are achieved.

6.3 The Natural Resources Council will:

- (a) review the operational guidelines for the Natural Resources Council and operate in accordance with those guidelines;
- (b) provide input regarding the operational guidelines for the Shared Decision Working Group and Fish and Wildlife Working Group;
- (c) make Recommendations under Shared Decision Level 4 and Strategic Shared Decisions as described in Appendix C, as required;
- (d) assess the effectiveness of the Shared Decision Framework on an annual basis, and suggest improvements to encourage collaboration, effectiveness and efficiency;
- (e) provide input into Fish and Wildlife management priorities and make Recommendations as described in Appendix E, as required; and
- (f) provide input into Conservancies, Parks and Protected Areas management priorities and may provide input into Recommendations as described in Appendix F, as required.

6.4 The Kaska SEA Coordinator will annually provide a schedule of dates when the offices will be closed, and when non-scheduled closures occur, notification to the Co-Chairs will occur as soon as practicable.

## 7.0 Existing and Other Land, Water and Resource Agreements

7.1 Opportunities to incorporate the Strategic Land Use Planning Agreement and the Muskwa Kechika Letter of Understanding into this Agreement may be considered during the term of this Agreement.

7.2 Where the Parties agree, other lands, water and resource agreements negotiated between the Parties should utilise those sections within this Agreement that may be applicable to that agreement.

## 8.0 Linkages to Treaty

8.1 The Parties acknowledge that the government-to-government relationship described in this Agreement may serve as a basis for addressing any commitment that may be included in a

treaty on a relationship between the Parties with respect to the management of lands, water and resources within the Kaska Traditional Territory.

## 9.0 Non-Participatory Provincial Agencies

- 9.1 The Parties acknowledge that Non-Participatory Provincial Agencies have consultation processes that are outside of this Agreement, and this Agreement does not create, alter or diminish their consultation or accommodation obligations.
- 9.2 With respect to a proposed initiative or resource development project that has the potential to have impacts on Kaska Aboriginal Rights and Title, a Co-Chair will inform the other Co-Chair on becoming aware of a regulatory or consultation process, or both, initiated by a Non-Participatory Provincial Agency.
- 9.3 The Co-Chairs will meet to discuss the proposal and may agree to invite representatives of the Non-Participatory Provincial Agency to meet with the Natural Resources Council to introduce the proposal.
- 9.4 Where a Non-Participatory Provincial Agency chooses to meet with the Natural Resources Council under section 9.3 of this Agreement and that agency chooses to engage with the Kaska using the Shared Decision Framework, the Co-Chairs will work with that agency to co-ordinate a process for engagement.
- 9.5 Where a Non-Participatory Provincial Agency chooses not to meet with the Natural Resources Council under section 9.3 of this Agreement, the Parties acknowledge that the Non-Participatory Provincial Agencies consultation processes that are outside of this Agreement will continue.
- 9.6 Upon a written request of a Non-Participatory Provincial Agency, the Parties may negotiate an amendment to this Agreement to enable that Non-Participatory Provincial Agency to become a signatory to this Agreement.

## 10.0 Information Sharing and Confidentiality

- 10.1 The Parties seek to support Shared Decision Making in the Kaska Traditional Territory by sharing relevant knowledge and information.
- 10.2 The Parties acknowledge that disclosure of Confidential Information that is Kaska Traditional Knowledge 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 Kaska as an aboriginal government, or
  - (b) result in damage to or interfere with the conservation of:
    - i. cultural sites and sacred sites;
    - ii. fossil sites, natural sites or sites that have an anthropological or heritage value;
    - iii. an endangered, threatened or vulnerable species, subspecies or race of plants, vertebrates or invertebrates; or
    - iv. any other rare or endangered living resources;and as such, a head of a public body (as defined in the *Freedom of Information and Protection of Privacy Act*) will reasonably exercise his or her discretion to either sever the Confidential

Information or disclose the Confidential Information under the authority set out in the *Freedom of Information and Protection of Privacy Act*.

10.3 When the KNRS shares information with the Co-Chairs for the purposes of this Agreement and that information is identified in writing as Confidential Information:

- (a) the Co-Chairs, or delegates, will discuss and record in writing:
  - i. the use, security, level of sensitivity and interpretation of such information;
  - ii. the terms under which it may be reproduced or shared in whole or in part with any other party; and
  - iii. a Recommendation to be provided to the head of a public body if a request for access to that Confidential Information is received under the *Freedom of Information and Protection of Privacy Act*.

10.4 When the Province shares information with the Kaska for the purposes of this Agreement and that information is identified in writing as Confidential Information:

- (a) the Provincial Agency will forward the information to the Co-Chairs;
- (b) the Co-Chairs, or delegates, will discuss and record in writing:
  - i. the use, security, level of sensitivity and interpretation of such information; and
  - ii. the terms under which it may be reproduced or shared in whole or in part with any other party; and
- (c) the Kaska will make all reasonable efforts to prevent disclosure of such information to any other party.

## 11.0 Other First Nations

11.1 Kaska may engage in discussions with neighbouring First Nations to inform the deliberations at the Natural Resources Council with regard to lands, water and resources.

11.2 The Province has a duty to consult with First Nations. The Province will work with the Kaska through this Agreement and will continue to consult with other First Nations as appropriate.

11.3 The Parties may participate in First Nations advisory processes with neighbouring First Nations to address regional issues or specific initiatives such as policy or legislation review.

## 12.0 Liard and Ross River First Nations

12.1 Upon a written request of the Liard or Ross River First Nation, or both, the Parties may negotiate an amendment to this Agreement to enable that First Nation to become a signatory to this Agreement with respect to the Kaska Traditional Territory.

## 13.0 Resource Revenue and Benefit Sharing

13.1 Where supported by mandates and policies, the Parties will identify and make best efforts to negotiate socio-economic opportunities or resource revenue sharing agreements, or both, for resource development activities occurring within Kaska Traditional Territory. These agreements may include:

- (a) forest and range agreements;
- (b) oil and gas agreements;
- (c) mining agreements;
- (d) enhanced opportunities to acquire commercial recreation tenures both within and outside Conservancies, Parks and Protected Areas;
- (e) carbon credit agreements;
- (f) energy agreements;
- (g) water use and rights agreements; and
- (h) interim or pre-treaty agreements that move Kaska and the Province towards a treaty settlement.

## 14.0 Funding and Reporting

- 14.1 To implement this Agreement, the Province will provide the Kaska with an amount not to exceed \$ 1,050,000 as follows:
- (a) a payment of \$350,000 within thirty (30) days of the Effective Date of this Agreement; and
  - (b) payments as described in section 1.0 of Appendix G.
- 14.2 Annual payments described in section 1.0 of Appendix G of this Agreement will be released by the Province following receipt of an annual report that outlines achievement of the previous years' commitments to the satisfaction of the Province as described in section 2.1 of Appendix G.
- 14.3 The Kaska will ensure that the annual report referred to in subsection 14.2 of this Agreement is submitted to the Province at least 30 days prior to the next scheduled payment.
- 14.4 The Kaska will ensure that the reports referred to in subsection 14.2 of this Agreement are posted on a public internet site in a manner making them reasonably available to Kaska members and the public. If, due to technical limitations, the Kaska is unable to make the reports available in this manner, the Province may assist in the public dissemination of the reports.
- 14.5 In the event that the Parties enter into an agreement referred to in subsection 13.1 of this Agreement, the Parties will negotiate the funds from those agreements to be used to support this Agreement.
- 14.6 The Kaska will not submit permit based fee-for-service requests to Applicants associated with Provincial Agencies or to Provincial Agencies.
- 14.7 Funding provided under section 14.1 of this Agreement is not intended to support Non-Participatory Provincial Agency processes for consultation and accommodation with the Kaska, except for those processes described in sections 9.3 and 9.4 of this Agreement.
- 14.8 Notwithstanding any other provision of this Agreement, the payments to be provided by the Province to the Kaska are subject to:
- (a) there being a sufficient appropriation, as defined in the *Financial Administration Act*, for the fiscal year in which the payment becomes due to enable the Province to make such payment; and
  - (b) Treasury Board, as defined in the *Financial Administration Act*, not having controlled or limited expenditure under any appropriation necessary in order to make such payment.

## 15.0 Implementation and Evaluation

- 15.1 Should the position of Responsible Official or Co-chair for a Party be vacated, that Party must ensure that another is appointed within twenty (20) Business Days.
- 15.2 During the term of this Agreement, the Natural Resource Council will review the Reference Guide and Implementation Plan.
- 15.3 On an annual basis, the Natural Resources Council will assess the effectiveness of the Shared Decision Framework by examining the criteria set out in Appendix C section 1.11. The results of that examination will make up the Annual Implementation Report.

## 16.0 Amendment

- 16.1 The Parties view this Agreement as an adaptive document which may be amended with joint concurrence to take full advantage of emerging legislative or policy opportunities, including those flowing from the New Relationship and the Transformative Change Accord.
- 16.2 Except in the case of proposed amendments of a significant nature referred to subsection 16.3 of this Agreement, the process for amending this Agreement is as follows:
- (a) the Responsible Officials must exchange any proposed amendment to this Agreement in writing;
  - (b) the Responsible Officials will inform the Natural Resources Council of the proposed amendment;
  - (c) the Responsible Officials can agree to amend this Agreement in writing; and
  - (d) the Responsible Officials will inform the Natural Resources Council of the approved amendment.
- 16.3 A proposed amendment will be considered to be of a significant nature if it includes potential changes to any of the following:
- (a) the Parties;
  - (b) the Kaska Traditional Territory as depicted in Appendix A;
  - (c) section 14 (Funding and Reporting) of this Agreement;
  - (d) section 18 (Term and Termination) of this Agreement;
  - (e) section 19 (General Provisions) of this Agreement; and
  - (f) other matters that the Responsible Officials agree are of a significant nature;
- and are subject to the amendment process set out in subsection 16.4 of this Agreement.
- 16.4 The amendment process for an amendment described in subsection 16.3 of this Agreement is as follows:
- (a) the Responsible Officials must jointly develop a proposed amendment and inform the Natural Resources Council of the proposed amendment;
  - (b) the Provincial Responsible Official must present the proposed amendment to the Minister of Aboriginal Relations and Reconciliation and the Kaska Responsible Official must present the proposed amendment to the Kaska Dena Council Chair;
  - (c) the Minister of Aboriginal Relations and Reconciliation, on behalf of the Province, and the Kaska Dena Council Chair, on behalf of Kaska, may agree to the proposed amendment, in writing, on behalf of their respective Parties; and
  - (d) the Natural Resources Council will be informed of the approved amendment.
  - (e) the Co-Chairs will inform their respective Parties of the amendment.



## 17.0 **Dispute Resolution**

- 17.1 This section applies to disputes arising out of the implementation or interpretation of this Agreement.
- 17.2 The Parties recognize that the successful implementation of this Agreement will depend on their ability and willingness to recognize, explore and resolve differences which may arise between them, and they will endeavour to resolve such differences in a manner that fosters an improved ongoing, and respectful government-to-government relationship.
- 17.3 If the Parties are unable to reach an agreement or resolve a dispute respecting the interpretation or implementation of this Agreement, either Party may forward the issue to both Responsible Officials for direction or assistance.
- 17.4 If an issue for dispute resolution has been forwarded to both Responsible Officials, the Responsible Officials will, within 20 Business Days of its receipt, jointly determine whether they will take responsibility for the resolution of the dispute, redirect or recommend another form of dispute resolution.
- 17.5 Any costs incurred through dispute resolution will be shared equally by the Parties.

## 18.0 **Term and Termination**

- 18.1 This Agreement takes effect on the Effective Date of this Agreement.
- 18.2 Subject to the Parties agreeing to extend the term pursuant to subsection 18.3 of this Agreement, the term of this Agreement is three years from the Effective Date of this Agreement.
- 18.3 The Parties may extend the term of this Agreement and will, one year prior to its expiry, initiate discussions on whether to extend this Agreement and for what further period. At least six months prior to the expiry of this Agreement, the Parties will inform each other whether mandates to extend this Agreement are being pursued.
- 18.4 Either Party may terminate this Agreement by giving the other Party at least 60 Business Days advance written notice of the intent to terminate this Agreement, the date of termination and the reasons for terminating this Agreement.
- 18.5 The Daylu Dena Council, Dease River First Nation or Kwadacha First Nation may withdraw from this Agreement by giving 60 Business Days written notice to the Kaska Dena Council and the Province stating the reasons for the withdrawal.
- 18.6 Where either the Daylu Dena Council, Dease River First Nation or Kwadacha First Nation provide notice under subsection 18.5, this notice will serve as grounds for and be notice of termination of this Agreement under subsection 18.4, unless, prior to expiry of the 60 Business Day notice period, the Parties otherwise agree to amend the Agreement in accordance with subsection 16.3.
- 18.7 In the event this Agreement is terminated:
  - (a) the Provincial Responsible Official will inform the Provincial Agencies that the Shared Decision Framework ceases as of the date of termination and from that time forward cannot be relied upon to fulfil the Province's obligation to consult with Kaska;

- (b) subsections 10.2, 10.3 and 10.4 of this Agreement relating to Confidentiality and Freedom of Information survive the termination of this Agreement; and
  - (c) the sections of the applicable agreements referred to in subsection 7.1 of this Agreement will remain in effect as if they were not superseded by this Agreement.
- 18.8 If either Party terminates this Agreement, Kaska will pay to the Province any and all unspent funds provided by the Province under this Agreement.
- 18.9 If either Party terminates this Agreement, the Parties agree that the common law duty to consult and accommodate applies in an unprejudiced manner.

## 19.0 General Provisions

- 19.1 This Agreement shall be interpreted in accordance with the laws of British Columbia and Canada.
- 19.2 This Agreement is not a treaty or a lands claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.
- 19.3 This Agreement is not intended to:
- (a) create, amend, define, affirm, recognise, abrogate or derogate from any Aboriginal Rights and Title;
  - (b) change or affect the position either Party has, or may have, regarding its jurisdiction, responsibilities or decision making authority or be interpreted in a manner that would affect or unlawfully interfere with that decision making authority;
  - (c) limit the position any Party may take in any legal or administrative proceedings or in any discussions, treaty negotiations, other negotiations, or discussions in any other forum;
  - (d) constitute any admission of fact or liability; or
  - (e) affect any existing authorization or tenure issued by the Province.
- 19.4 Nothing in this Agreement precludes Kaska from continuing to negotiate and implement agreements with Applicants.
- 19.5 Nothing in this Agreement limits the ability of the Parties to respond to emergency circumstances.
- 19.6 The Parties may agree to hold meetings in person or via conference call, video conference or other electronic means.
- 19.7 The Parties agree that in order to allow for creative discussion of land and resource matters, they may jointly agree to undertake specific discussions on a "without prejudice" basis. When such discussions take place, they will specifically be recorded as having occurred on a "without prejudice" basis.
- 19.8 This Agreement may be executed in counterparts.
- 19.9 This Agreement and any amendments to it constitute the entire Agreement between the Parties with respect to the subject matter of this Agreement, unless otherwise agreed in writing by the Parties.

- 19.10 There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of either Party.
- 19.11 If any part of this Agreement is declared or held invalid, the invalidity of that part will not affect the validity of the remainder of this Agreement which will remain in full force and effect.
- 19.12 If any part of this Agreement is declared or held invalid, the Parties agree to negotiate and attempt to reach agreement on a replacement for that part with a view to achieving the intent of the Parties as expressed in this Agreement and if no agreement is reached, the Parties may agree to refer the matter to an agreed-to dispute resolution process.
- 19.13 All headings in this Agreement are for convenience only, do not form a part of this Agreement and are not intended to interpret or explain the scope, extent or intent of this Agreement or any of its provisions.
- 19.14 In this Agreement, words in the singular include the plural, and words in the plural include the singular unless the context otherwise requires.
- 19.15 The use of the word "including" does not limit the generality of the preceding term or phrase.
- 19.16 In this Agreement, a reference to a statute includes every amendment to it, every regulation made under it and any law enacted in substitution for it or in replacement of it.
- 19.17 No term, condition, covenant or other provision of this Agreement will be deemed to have been waived unless the waiver is in writing and signed by the Party or Parties giving the waiver.
- 19.18 All references in this Agreement to a specific "section", "subsection" or other subdivision or to an Appendix are to the section, subsection or other subdivision of, or Appendix to, this Agreement.
- 19.19 This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors and assigns.
- 19.20 Unless otherwise agreed by the Parties, this Agreement may not be assigned, either in whole or in part, by either Party.
- 19.21 Where this Agreement contains a reference to a number of days between two events, in calculating the number of days, the day on which the first event happens is excluded and the day on which the second event happens is included.
- 19.22 The Parties will provide each other with a reasonable opportunity to review communications regarding this Agreement prior to making them publicly available.
- 19.23 The following Appendices are attached to and form part of this Agreement:
- (a) Appendix A – Kaska Traditional Territory;
  - (b) Appendix B – Provincial Agencies;
  - (c) Appendix C – Shared Decision Framework;
  - (d) Appendix D – Spatial Reference Layer;
  - (e) Appendix E – Fish and Wildlife Collaborative Management Framework;

- (f) Appendix F –Conservancies, Parks, and Protected Areas Collaborative Management Framework;
- (g) Appendix G – Funding and Reporting; and
- (h) Appendix H – Band Council Resolutions.

## 20.0 Notice

- 20.1 Where in this Agreement any notice is required to be given by any of the Parties, it will be made in writing and it will be effectively given by:
- (a) delivery to the address of the Party set out in this Agreement, on the date of delivery;
  - (b) mail to the address of the Party set out in this Agreement, on the date mail is delivered;
  - (c) facsimile to the facsimile number of the Party set out in this Agreement, on the date the facsimile is sent; or
  - (d) electronic mail (email) to the email address of the individual identified by each Party to receive email notices under this Agreement, on the date the email is sent.
- 20.2 The preferred method of notice between the Parties is email.
- 20.3 The address, facsimile numbers and email addresses of the Parties are as follows:

Kaska:

[kdc@northwestel.net](mailto:kdc@northwestel.net)

PO Box 9, Mile 620 Alaska Highway, Lower Post BC, V0C 1W0

Facsimile: 250-779-3020

The Province:

[FNCCT.Omenica@gov.bc.ca](mailto:FNCCT.Omenica@gov.bc.ca)

Ministry of Aboriginal Relations and Reconciliation, 1044 - 5<sup>th</sup> Avenue, Prince George BC, V2L 5G4

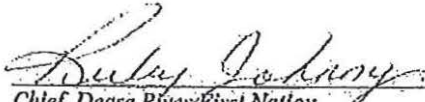
Facsimile: 250-565-6066

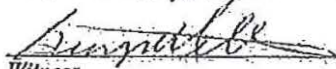
## 21.0 Representations and Warranties

- 21.1 The Province represents and warrants to the Kaska, that it has the authority to enter into this Agreement and to carry out its obligations in accordance with the terms of this Agreement and this Agreement is a valid and binding obligation of the Province.
- 21.2 The Kaska Dena Council represents and warrants to the Province that:
- (a) it is a duly incorporated society under the *Society Act*, and that it is in good standing;

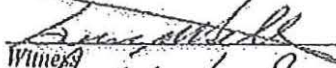
- (b) it has the legal power, capacity and authority to enter into this Agreement on its own behalf and on behalf of the Kaska and Kaska Dena and to make the covenants, acknowledgements and representations in this Agreement; and
  - (c) it enters into this Agreement for and on behalf of itself, the Kaska and Kaska Dena and that this Agreement is a valid and binding obligation upon it and the Kaska.
- 21.3 Within 3 months of the execution date of this Agreement, the Daylu Dena Council, Dease River First Nation and Kwadacha First Nation will provide a true or certified copy of a Band Council Resolution approving this Agreement and reconfirming the authority of the Kaska Dena Council to enter into this Agreement on its behalf and on behalf of its members and that such resolutions have not been varied, amended, repealed or replaced. Once received these will be attached in Appendix H and form part of this Agreement.

Signed on this 17 day of March, 2015 ON  
BEHALF OF KASKA, as represented by:

  
Chief, Dease River First Nation

  
Witness

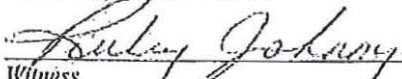
  
Chief, Daylu Dena Council

  
Witness

  
Chief, Kwadacha First Nation

  
Witness

  
Chair, Kaska Deha Council

  
Witness

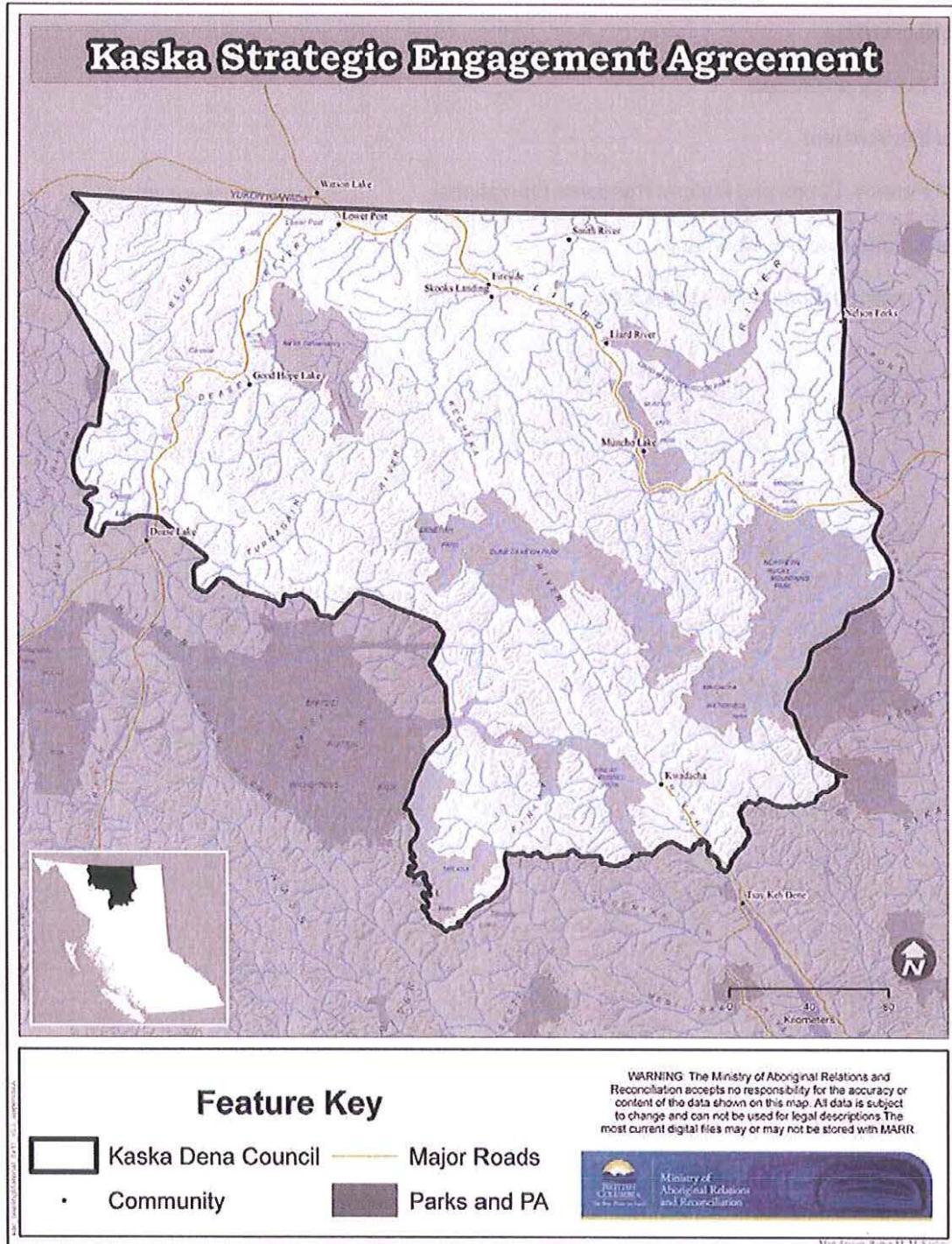
Signed on this 23 day of March ON  
BEHALF OF HER MAJESTY THE QUEEN IN  
RIGHT OF THE PROVINCE OF BRITISH  
COLUMBIA, as represented by:

  
Minister of Aboriginal Affairs and Reconciliation

  
Witness

# APPENDIX A KASKA TRADITIONAL TERRITORY

## 1.0 Map 1 - Kaska Traditional Territory



## **APPENDIX B PROVINCIAL AGENCIES**

The following Provincial Agencies, that have statutory authority with respect to land and resource matters on behalf of the Province, are subject to the terms and conditions of this Agreement:

Ministry of Agriculture

Ministry of Energy and Mines

Ministry of Environment

Ministry of Forests, Lands and Natural Resource Operations

Ministry of Natural Gas Development

Ministry of Transportation and Infrastructure



## APPENDIX C SHARED DECISION FRAMEWORK

### 1.0 Introduction

- 1.1 This Appendix describes:
- (a) the process through which the Parties will engage on Shared Decision Level “information available upon request”, Shared Decision Levels 1 to 4 and Strategic Shared Decisions;
  - (b) the role of Applicants in the Shared Decision Framework; and
  - (c) the Shared Decision Matrix as identified in section 8 of Appendix C.
- 1.2 Where a Provincial Agency accepts an Application, the Provincial Agency may:
- (a) review the Application;
  - (b) select the appropriate Shared Decision Level within the Shared Decision Matrix;
  - (c) where Shared Decision Level “information available upon request” is selected, no further action is required by the Provincial Agency unless the Kaska request, on an annual basis, information regarding these Applications;
  - (d) where a Shared Decision Level 1, 2 or 3 is selected,
    - i. review the Spatial Reference Layer as described in Appendix D, locate the area identified in the Application and if the Application falls within a high sensitivity area or culturally sensitive area, increase the Shared Decision Level by one level and inform the Co-Chairs; or
    - ii. subsequently increase by one level at the Provincial Agency discretion and inform the Co-Chairs;
  - (e) prepare an Application Package; and
  - (f) follow the process steps for the selected Shared Decision Level described in Appendix C.
- 1.3 If the Application Package received by the Kaska is incomplete, the review period for Shared Decision Levels 2, 3 or 4 will not commence until the information necessary to complete the Application Package is received.
- 1.4 The Provincial Agency may inform the Applicant of:
- (a) the selected Shared Decision Level;
  - (b) the Kaska community closest to the Application; and
  - (c) whether the Application falls within a high sensitivity layer as described in the Spatial Reference Layer.
- 1.5 Informal discussions between the Provincial Agency and the KNRS or KNRCA may occur throughout this process, in order to better inform the Shared Decision Framework.

- 1.6 Where the Co-Chairs determine a Shared Decision Working Group meeting is of value, Natural Resources Council members, other Provincial Agency representatives who may have an interest in the Application, Applicants or stakeholders may be invited to attend.
- 1.7 The process steps described in this Appendix will cease, when:
- (a) the Provincial Agency adopts the options provided in a Response;
  - (b) the Natural Resources Council or Co-Chairs, together or separately, develop and submit a Recommendation to the Provincial Agency; or
  - (c) at the conclusion of the timelines identified in subsections 3.3, 4.6 and 5.4 of Appendix C, regardless of whether a Recommendation has been provided.
- 1.8 Within 10 Business Days of a Provincial Agency reaching a Shared Decision, the Provincial Agency will communicate in writing that Shared Decision to the KNRS.
- 1.9 The Provincial Agency will provide a rationale in writing to the KNRS and inform the Co-Chairs where a Provincial Agency reaches a Shared Decision which is contrary to a Recommendation.
- 1.10 If a site with a Cultural Heritage Resource is found during operations pursuant to a Provincial approval, operations will cease and KNRS will be contacted to discuss next steps.
- 1.11 As part of the performance management system as described in section 15.5 of this Agreement, on an annual basis, the Natural Resources Council will assess the effectiveness of the Shared Decision Framework by reviewing the following:
- (a) requests by the KNRS or a Provincial Agency regarding Shared Decision Level 1;
  - (b) situations where the Provincial Agency increases a Shared Decision Level as described in subsection 1.2(d) of Appendix C;
  - (c) situations where the KNRS requests further engagement in their Response as described in subsection 3.3 and 4.3 of Appendix C;
  - (d) situations where a Provincial Agency reaches a Shared Decision which is contrary to a Recommendation;
  - (e) situations where the Province enabled Applicants to undertake specific aspects of the Shared Decision Framework as described in subsection 7.1 of Appendix C;
  - (f) the number of meetings for working groups that are not linked to a specific application, and the number of reports made to the Natural Resources Council; and
  - (g) any other situation agreed to by the Natural Resources Council.

## **2.0 Shared Decision Level 1 – Notification Post-Decision**

- 2.1 Once a Provincial Agency confirms Shared Decision Level 1 in accordance with subsection 1.2 of Appendix C, the Provincial Agency may reach a Shared Decision.
- 2.2 Within 10 Business Days of reaching a Shared Decision, the Provincial Agency will send a notification to KNRS that includes the file number, proponent name, location of the activity, and authorisation issued.

- 2.3 Within 10 Business Days of receiving a request from the Kaska, the Provincial Agency will provide the Kaska:
- (a) digital GIS files;
  - (b) an overview map (1:250,000) and a site specific map (1:5,000 to 1:20,000) when GIS files are not available; and
  - (c) a brief description of the decision reached and how any adverse effects on Kaska Aboriginal Rights and Title have been addressed.
- 2.4 The KNRS or a Provincial Agency may request an annual review of the Shared Decision Matrix for Level 1 and the Shared Decisions reached.

### **3.0 Shared Decision Level 2 – Review and Comment**

- 3.1 When a Provincial Agency confirms Shared Decision Level 2 in accordance with subsection 1.2 of Appendix C, the Provincial Agency will provide an Application Package to the KNRS; and if the Application is within a culturally sensitive area of the Spatial Reference Layer, the Provincial Agency may also include a request, in writing, for further information.
- 3.2 Within 20 Business Days of KNRS' receipt of the Application Package, the KNRS will provide a Response to the Provincial Agency. If the Response includes information relating to a culturally sensitive area, section 10 of this Agreement will apply.
- 3.3 If the Response provides a request and rationale for further engagement, and an increase has not previously occurred as a result of subsection 1.2(d) of Appendix C, the Provincial Agency will inform the Co-Chairs who, within 40 Business Days of KNRS' receipt of the Application Package, will:
- (a) determine if a Shared Decision Working Group meeting, with or without expanded membership, or a Natural Resources Council meeting would be of value;
  - (b) ensure the appropriate meeting in subsection 3.3(a) of Appendix C occurs, if required, and that any options developed through the meeting are provided to the Co-Chairs; and
  - (c) based on the information received from subsection 3.3(b) of Appendix C, develop and forward a Recommendation to the Provincial Agency.
- 3.4 At the conclusion of subsection 3.3 of Appendix C or as described in subsection 1.7 of Appendix C, the Provincial Agency may reach a Shared Decision and implement subsections 1.8 and 1.9 of Appendix C.

### **4.0 Shared Decision Level 3 – Shared Decision Working Group**

- 4.1 When a Provincial Agency confirms Level 3 in accordance with subsection 1.2 of Appendix C, the Provincial Agency will provide an Application Package to the KNRS; and if the Application is within a culturally sensitive area of the Spatial Reference Layer, the Provincial Agency may also include a request, in writing, for further information.
- 4.2 Within 5 Business Days of KNRS' receipt of the Application Package, or within 10 Business Days if KNRS communicates an extension is required, the KNRS will provide, in writing, to the Provincial Agency a request and rationale for further engagement unless an increase has previously occurred as a result of subsection 1.2(d) of Appendix C.

- 4.3 Where the KNRS requests further engagement in accordance with subsection 4.2 of Appendix C, the Provincial Agency will inform the Co-Chairs and the Provincial Agency and KNRS will proceed to subsection 5.2, Shared Decision Level 4 – Natural Resources Council, of Appendix C.
- 4.4 If there is no request for further engagement, within 20 Business Days of the KNRS' receipt of the Application Package, the KNRS will provide a Response to the Provincial Agency. If the Response includes information relating to a culturally sensitive area, section 10 of this Agreement will apply.
- 4.5 Within 25 Business Days of the KNRS' receipt of the Application Package:
- (a) the Provincial Agency will organize a Shared Decision Working Group meeting to discuss the Application Package;
  - (b) the Shared Decision Working Group will discuss the Response and prepare and forward options regarding the Application Package to the Co-Chairs; and
  - (c) the Co-Chairs will review the options and will either:
    - i. develop and forward a Recommendation to the Provincial Agency and the KNRS; or
    - ii. determine if further engagement would be of value, including a Shared Decision Working Group meeting with an expanded membership, or a Natural Resources Council meeting, and inform the Provincial Agency and KNRS;
- 4.6 Where it is determined that further engagement will be of value in accordance with subsection 4.5(c)ii of Appendix C, within 40 Business Days of KNRS' receipt of the Application Package, or within another reasonable time agreed to by the Co-Chairs as a result of extenuating circumstances, the Co-Chairs will:
- (a) organize a Shared Decision Working Group meeting with an expanded membership, or a Natural Resources Council meeting;
  - (b) ensure that any options developed through the meeting referred to in subsection 4.6(a) of Appendix C are provided to the Co-Chairs; and
  - (c) based on the information received from subsection 4.6(b) of Appendix C, develop and forward a Recommendation to the Provincial Agency.
- 4.7 At the conclusion of subsection 4.6 of Appendix C or as described in subsection 1.7 of Appendix C, the Provincial Agency may reach a Shared Decision and implement subsections 1.8 and 1.9 of Appendix C.

## **5.0 Shared Decision Level 4 – Natural Resources Council**

- 5.1 When a Provincial Agency confirms Shared Decision Level 4 in accordance with subsection 1.2 of Appendix C, the Provincial Agency will provide an Application Package to the KNRS; and if the Application is within a culturally sensitive area of the Spatial Reference Layer, the Provincial Agency may also include a request, in writing, for further information.
- 5.2 Within 20 Business Days of the KNRS' receipt of the Application Package, the KNRS will provide a Response to the Provincial Agency. If the Response includes information relating to a culturally sensitive area, section 10 of this Agreement will apply.

- 5.3 Within 40 Business Days of KNRS' receipt of the Application:
- (a) the Provincial Agency will organize a Shared Decision Working Group meeting to discuss the Application Package;
  - (b) the Shared Decision Working Group will discuss the Response and prepare and forward options regarding the Application Package to the Natural Resources Council; and
  - (c) the Natural Resources Council will review the options and will either:
    - i. develop and forward a Recommendation to the Provincial Agency and KNRS; or
    - ii. determine if a Shared Decision Working Group meeting with an expanded membership would be of value.
- 5.4 Where the Natural Resources Council has determined that further engagement would be of value in accordance with subsection 5.3(c)(ii) of Appendix C, within 60 Business Days of KNRS' receipt of the Application Package, or within another reasonable time agreed to by the Co-Chairs as a result of extenuating circumstances, the Natural Resources Council will:
- (a) organize a Shared Decision Working Group meeting, with an expanded membership;
  - (b) ensure that any options developed through the meeting are provided to the Natural Resources Council; and
  - (c) based on the information received from subsection 5.4(b) of Appendix C, develop and forward a Recommendation to the Provincial Agency and KNRS.
- 5.5 After 60 Business Days of KNRS' receipt of the Application Package, the Provincial Agency may re-engage the Natural Resources Council at their discretion.
- 5.6 At the conclusion of subsection 5.4 of Appendix C or as described in subsection 1.7 of Appendix C, the Provincial Agency may reach a Shared Decision and implement subsections 1.8 and 1.9 of Appendix C.

## **6.0 Strategic Shared Decisions**

- 6.1 This section applies when the Parties engage on Strategic Shared Decisions.
- 6.2 A Provincial Agency or the KNRS may submit a request to the Co-Chairs to discuss a Strategic Shared Decision proposal with the Natural Resources Council. This request will include:
- (a) a description of the Strategic Shared Decision proposal and relevant background information;
  - (b) a description of how the Strategic Shared Decision proposal may affect Kaska Aboriginal Rights and Title;
  - (c) information regarding the potential impacts to environmental, social, cultural, economic and other values as a result of the Strategic Shared Decision proposal;
  - (d) resourcing requirements for the Strategic Shared Decision proposal;
  - (e) any possible options and/or timelines that the requesting party may be considering; and

- (f) relevant contact information.
- 6.3 Within 20 Business Days of receiving a Strategic Shared Decision proposal, the Co-Chairs will:
- (a) determine if a special Natural Resources Council meeting is required to discuss the proposal with the appropriate Natural Resources Council members; or
  - (b) place the proposal on the agenda for the next scheduled Natural Resources Council meeting.
- 6.4 In context of a Strategic Shared Decision proposal, the Natural Resources Council will discuss and determine if further action is required.
- 6.5 If further action is required, Natural Resources Council will direct the Shared Decision Working Group to develop a workplan that identifies the most efficient approach to proceed with the Strategic Shared Decision proposal including:
- (a) timelines for the:
    - i. Shared Decision Working Group to provide options to the Natural Resources Council and
    - ii. Natural Resources Council to develop and forward a Recommendation to the Provincial Agency and KNRS;
  - (b) schedule of meetings;
  - (c) which members of the Natural Resources Council should attend;
  - (d) additional resourcing requirements, if the request is outside the scope of this Agreement's resourcing; and
  - (e) linkages between the Shared Decision Working Group and Mine Development Review Committee or other similar committees.
- 6.6 The Co-Chairs will review and approve the workplan, and inform the Natural Resources Council.
- 6.7 The Shared Decision Working Group will implement the approved workplan and develop options regarding the Strategic Shared Decision proposal for consideration by Natural Resources Council.
- 6.8 The Natural Resources Council will review the options and determine whether to:
- (a) return the outstanding issues within the Strategic Shared Decision proposal to the Shared Decision Working Group with further direction and a completion date; or
  - (b) develop and forward a Recommendation to the appropriate Provincial Agency and the KNRS.
- 6.9 At the conclusion of subsection 6.7 of Appendix C, the Provincial Agency may reach a Shared Decision and implement subsections 1.8 and 1.9 of Appendix C.

## **7.0 Role of Applicants**

- 7.1 A Provincial Agency may request an Applicant to undertake specific procedural information gathering aspects of the Shared Decision Framework provided that the KNRS is notified in a timely manner by the Provincial Agency of the request.
- 7.2 The KNRS can request to verify the Applicant's record of contact prior to any Shared Decision being made on the proposed Application.
- 7.3 Actions undertaken by an Applicant under subsection 7.1 of Appendix C may assist the Province with the procedural aspects of its consultation obligations in relation to Kaska, but do not release the Province from its consultation obligations and any other obligations set out in this Agreement.

## 8.0 Shared Decision Matrix

8.1 The following table provides a range of Shared Decision Levels based on the program themes and types of decision.

Program Themes	Information Available Upon Request	Shared Decision Level 1	Shared Decision Level 2	Shared Decision Level 3	Shared Decision Level 4	Strategic Shared Decisions
<b>Ecosystems</b>	<p>Forest and Range Practices Act related decisions</p> <ul style="list-style-type: none"> <li>▪ Wildlife habitat features</li> <li>▪ General wildlife measures</li> </ul>		<p>Forest and Range Practices Act</p> <ul style="list-style-type: none"> <li>▪ Government Action Regulations (GAR) - exemptions</li> </ul>			<p>Forest and Range Practices Act</p> <ul style="list-style-type: none"> <li>▪ Government Action Regulations (GAR) - designation and amendments</li> </ul> <p>Land Use Designations, Boundaries</p> <ul style="list-style-type: none"> <li>▪ Wildlife management areas - designation</li> <li>▪ Wildlife management areas - critical habitat or wildlife sanctuary in a WMA</li> </ul> <p>Wildlife management areas - WMA management plans</p>
<b>Fish and Wildlife</b>	<p>Angling</p> <ul style="list-style-type: none"> <li>▪ Summary of Classified water licenses</li> <li>▪ Summary of angling licenses issued in the Province</li> <li>▪ Angling prescriptions for a water body – Fishery objectives</li> </ul> <p>Fish and Wildlife Authorizations</p> <ul style="list-style-type: none"> <li>▪ Summary of administrative authorizations<sup>2</sup></li> <li>▪ Guide outfitting quotas</li> <li>▪ Guide and assistant guide licenses</li> <li>▪ Disposal of guide certificate</li> <li>▪ Removal of traplines</li> <li>▪ Summary of trapping returns for previous year</li> <li>▪ Summary of hunting licenses and tags in the Province</li> <li>▪ Possession of live wildlife – captive animals<sup>3</sup></li> </ul>	<p>Operational Work</p> <ul style="list-style-type: none"> <li>▪ Lake stocking – changes to lake stocking regimes</li> </ul> <p>Fish and Wildlife Authorizations</p> <ul style="list-style-type: none"> <li>▪ Angling guide licenses &amp; assistant angling guide licenses</li> <li>▪ Non-lethal low disturbance fish and wildlife projects<sup>5</sup></li> <li>▪ Fish collection permits - emergencies / exemptions</li> <li>▪ Trapping – transfer of traplines held by non-Kaska</li> </ul>	<p>Angling Regulation Changes<sup>6</sup></p> <ul style="list-style-type: none"> <li>▪ Angler day allocation on classified waters</li> </ul> <p>Fish and Wildlife Authorizations</p> <ul style="list-style-type: none"> <li>▪ Guide outfitting - renewal / transfer of guide certificate</li> <li>▪ Trapping – transfer of traplines held by Kaska</li> <li>▪ Trapping – trapline cabin registration</li> </ul> <p>Transporters</p> <ul style="list-style-type: none"> <li>▪ Transporter licenses and management plans</li> </ul> <p>Operational Work</p> <ul style="list-style-type: none"> <li>▪ Lake enhancement - aeration, fertilize</li> <li>▪ Stream enhancement</li> </ul>	<p>Operational Work</p> <ul style="list-style-type: none"> <li>▪ Lake stocking – initial lake stocking decision</li> </ul> <p>Fish and Wildlife Authorizations</p> <ul style="list-style-type: none"> <li>▪ Possession of live wildlife – new long term care facilities<sup>7</sup></li> <li>▪ High disturbance fish and wildlife projects<sup>5</sup></li> <li>▪ Guide outfitting - new guide territory certificate</li> <li>▪ Trapping - New traplines, registration and disposition</li> </ul>		

<sup>2</sup> Administrative authorizations: e.g.: transport; trafficking; export / import permits; full ownership permits; permits for non-residents, etc.

<sup>3</sup> Captive animals: e.g.: injured wildlife, falconry, etc



Program Themes	Information Available Upon Request	Shared Decision Level 1	Shared Decision Level 2	Shared Decision Level 3	Shared Decision Level 4	Strategic Shared Decisions
	<ul style="list-style-type: none"> <li>▪ Miscellaneous authorizations <sup>4</sup></li> </ul>					

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<sup>5</sup> **Low disturbance projects:** e.g. inventories, surveys, wildlife health and habitat assessments, etc

<sup>6</sup> **Regulation changes:** Other regulation changes for Angling, as well as BC Sport Fishing, Hunting, Limited Entry Hunting, and Motor Vehicle Prohibition and Closed Area Regulation changes are addressed in the Fish and Wildlife Collaborative Management Framework.

<sup>7</sup> **Care facilities:** e.g.: zoos, rehabilitation centre, etc

<sup>8</sup> **High disturbance projects:** e.g.: collaring, wildlife transplants, etc

<sup>4</sup> **Miscellaneous authorizations:** e.g.: use of traps prohibited by regulation; discharge firearms in no shooting area; exemptions from prohibitions; beaver dam removal, etc

Program Themes	Information Available Upon Request	Shared Decision Level 1	Shared Decision Level 2	Shared Decision Level 3	Shared Decision Level 4	Strategic Shared Decisions
Forests and Range	<p>Other Tenures</p> <ul style="list-style-type: none"> <li>Free use permit<sup>9</sup></li> </ul> <p>Woodlots</p> <ul style="list-style-type: none"> <li>Existing and new woodlot management plans and amendments</li> <li>Woodlot minor boundary change</li> </ul> <p>Range</p> <ul style="list-style-type: none"> <li>Transfer</li> <li>Range developments – small scale</li> <li>Range tenure - minor boundary change</li> <li>Range tenure - minor amendments</li> <li>District annual weed plan &amp; weed activities</li> </ul> <p>Other Activities</p> <ul style="list-style-type: none"> <li>Current Fire and Pest Reforestation<sup>10</sup></li> <li>Forest Health<sup>11</sup></li> <li>Site Productivity</li> <li>Sustainable Forest Management (SFM) Planning</li> <li>Management Unit or Watershed Level Strategies<sup>12</sup></li> <li>Backlog reforestation</li> <li>Impeded stands - (brushing)</li> <li>Stand Treatments to meet timber objectives<sup>13</sup></li> <li>Stand Treatments to meet timber objectives (fertilization)</li> <li>Stand Treatments to meet non-timber objectives<sup>14</sup></li> <li>Recreation (site and trail maintenance)</li> <li>Monitoring<sup>15</sup></li> <li>Forest Dynamics and Decision Support<sup>16</sup></li> <li>Forest Investment</li> </ul>	<p>Timber Supply Area</p> <ul style="list-style-type: none"> <li>Allowable annual cut (Section 18 of the Forest Act) transfer</li> </ul> <p>Non-replaceable forest license</p> <ul style="list-style-type: none"> <li>Transfer</li> </ul> <p>Forest license</p> <ul style="list-style-type: none"> <li>Transfer</li> </ul> <p>Forest license to cut</p> <ul style="list-style-type: none"> <li>Transfer</li> </ul> <p>Salvage</p> <ul style="list-style-type: none"> <li>Small scale salvage forest license to cut</li> <li>Salvage plan amendments</li> </ul> <p>Community Forest Agreement</p> <ul style="list-style-type: none"> <li>Allowable annual cut determination</li> <li>Management plan approval and amendments</li> </ul> <p>First Nation Woodland License</p> <ul style="list-style-type: none"> <li>Offer/Award</li> </ul> <p>Woodlots</p> <ul style="list-style-type: none"> <li>Replacement</li> <li>Transfers</li> <li>FDP/WLP submissions and amendments</li> </ul> <p>Range</p> <ul style="list-style-type: none"> <li>1 year grazing permits issuance</li> <li>Range animal unit month (AUM) adjustment</li> </ul>	<p>Opportunity to lower to Shared Decision Level 1 should the Applicant choose to engage with the Kaska using the Shared Decision Level 3 process on their Annual Operating Plan</p> <ul style="list-style-type: none"> <li>TSL issuance</li> <li>CP issuance</li> <li>CP amendments - major</li> <li>Road Permits</li> </ul> <p>Salvage</p> <ul style="list-style-type: none"> <li>Non replaceable Forest License issuance</li> <li>Salvage - blanket CP's for major licensees</li> </ul> <p>Forest License to Cut</p> <ul style="list-style-type: none"> <li>BCTS</li> <li>Non small scale salvage</li> <li>Major amendment</li> </ul> <p>Forest Stewardship Plan</p> <ul style="list-style-type: none"> <li>Extension</li> </ul> <p>Timber Sale License</p> <ul style="list-style-type: none"> <li>Transfer or major amendment</li> <li>Conversion</li> </ul> <p>Other Tenures</p> <ul style="list-style-type: none"> <li>Occupant license to cut issuance</li> <li>Special Use Permit</li> </ul> <p>Community Forest Agreement</p> <ul style="list-style-type: none"> <li>Award</li> </ul> <p>Woodlots</p> <ul style="list-style-type: none"> <li>Award</li> <li>Top ups (area increases, AAC increases)</li> <li>Direct award of a woodlot through an FTOA process</li> </ul> <p>Range</p> <ul style="list-style-type: none"> <li>New range tenure -</li> </ul>	<p>Timber Supply Area</p> <ul style="list-style-type: none"> <li>AAC TSR re- apportionment</li> <li>AAC TSA license consolidation or subdivision</li> </ul> <p>Forest License</p> <ul style="list-style-type: none"> <li>issuance</li> <li>replacement</li> <li>amendment</li> </ul> <p>Non Replaceable Forest License</p> <ul style="list-style-type: none"> <li>issuance</li> <li>Amendment</li> </ul> <p>Forest Stewardship Plan</p> <ul style="list-style-type: none"> <li>Major amendment</li> </ul> <p>Annual Operating Plan (no Provincial authority)</p> <ul style="list-style-type: none"> <li>Opportunity to lower TSL/CP/RP engagement to Shared Decision Level 1 should the Applicant choose to engage with the Kaska using the Shared Decision Level 3 process on their annual operating plan</li> </ul> <p>Woodlots</p> <ul style="list-style-type: none"> <li>New woodlot opportunity / and new woodlot management plan (sets AAC)</li> </ul> <p>Salvage</p> <ul style="list-style-type: none"> <li>Community salvage license issuance and license amendments</li> </ul> <p>Range</p> <ul style="list-style-type: none"> <li>Range Use Plan (RUP), or stewardship plan</li> <li>Range Use Plan amendments</li> <li>Weeds: invasive "plant pest"</li> </ul>	<p>Forest Stewardship Plan</p> <ul style="list-style-type: none"> <li>New</li> </ul>	<p>Timber Supply Area</p> <ul style="list-style-type: none"> <li>AAC timber supply review</li> <li>AAC uplift disposition</li> </ul>

<sup>9</sup> It is not possible for the information for all Free Use Permits to be provided, e.g. Christmas tree permits.

<sup>10</sup> **Fire and pest restoration:** e.g.: surveys, site preparation, planting, brushing, spacing

<sup>11</sup> **Forest health:** e.g.: surveys, pruning, spacing, pheromone baiting for bark beetles, invasive plant treatments

<sup>12</sup> **Watershed strategies:** e.g.: silviculture strategies, watershed restoration plans, ecosystem restoration plans, species and ecosystems at risk recovery strategies/management plans, forest health strategy, integrated visual design and visual rehabilitation plans

<sup>13</sup> **Stand treatments for timber objectives:** e.g.: surveys, spacing, pruning, stand treatment and forest health monitoring

<sup>14</sup> **Stand treatments for non-timber objectives:** e.g.: treatments ( pruning trees or shrubs for forage production) and treatment effectiveness evaluation

<sup>15</sup> **Monitoring:** e.g.: water quality/quantity; terrestrial biological and physical; aquatic biological and physical; carbon sequestering

<sup>16</sup> **Forest dynamics:** e.g.: site productivity estimation

Program Themes	Information Available Upon Request	Shared Decision Level 1	Shared Decision Level 2	Shared Decision Level 3	Shared Decision Level 4	Strategic Shared Decisions
Forests and Range (cont'd)	Account – Resource Inventories <sup>17</sup>		<p>new opportunity (no previous tenure in area)</p> <ul style="list-style-type: none"> <li>▪ Direct award of new range tenure</li> <li>▪ Range tenure replacement (existing tenure)</li> <li>▪ Range tenure major amendments, boundary changes</li> <li>▪ Grazing lease replacement</li> <li>▪ Range developments - large scale not in RUP</li> <li>▪ New range tenure vacancy (relinquished tenure)</li> </ul> <p>Other Activities</p> <ul style="list-style-type: none"> <li>▪ Forests for Tomorrow</li> <li>▪ BCTS Silviculture</li> </ul> <p>Other Backlog Activities</p> <ul style="list-style-type: none"> <li>▪ Mechanical Site Preparation (MSP)</li> <li>▪ Snag falling</li> <li>▪ Brushing</li> <li>▪ Fertilization</li> <li>▪ Planting</li> </ul> <p>Forest Investment Account (FIA)</p> <ul style="list-style-type: none"> <li>▪ District staff will inform proponent that they should bring larger FIA plan to Natural Resources Council</li> <li>▪ If the work involves other Authorizations will default to that Shared Decision Level</li> </ul>	management plan" process		

<sup>17</sup> **Forest investment account:** e.g.: terrestrial ecosystem mapping, terrain stability mapping, karst, TEM/VRI, predictive ecosystem mapping, TRIM, fish and fish habitat, recreation and visual resource, wildlife and wildlife habitat, airborne and satellite remote sensing data, etc

Program Themes	Information Available Upon Request	Shared Decision Level 1	Shared Decision Level 2	Shared Decision Level 3	Shared Decision Level 4	Strategic Shared Decisions
<b>General (only applies to specific legislation)</b> <sup>18</sup>	<ul style="list-style-type: none"> <li>▪ Minor administrative applications that are clerical in nature and that will have no impact on the interests of the Kaska or land and resource values</li> <li>▪ Emergency measures required for the protection of life and property</li> <li>▪ Maintenance activities within existing Transportation and Infrastructure right-of-ways</li> </ul>	<ul style="list-style-type: none"> <li>▪ Short-term or seasonal activities</li> <li>▪ No or minor new surface disturbance, or new minor to moderate ground disturbance in previously disturbed areas</li> <li>▪ No new permanent access<sup>19</sup></li> <li>▪ No or very small permanent infrastructure</li> <li>▪ Non-exclusive tenures<sup>20</sup></li> <li>▪ Administrative applications<sup>21</sup> where there are no historic issues and no new impacts</li> </ul>	<ul style="list-style-type: none"> <li>▪ New minor to moderate surface disturbance in previously disturbed areas</li> <li>▪ Minor new permanent access</li> <li>▪ Temporary or small new permanent infrastructure</li> <li>▪ Semi-exclusive tenures (potential to limit some other land uses)</li> <li>▪ Administrative applications where there are potential historic issues and no low-to-moderate new impacts</li> </ul>	<ul style="list-style-type: none"> <li>▪ Moderate to significant new ground disturbance</li> <li>▪ Moderate new permanent access</li> <li>▪ Moderate to large new permanent infrastructure</li> <li>▪ Exclusive tenures (likely to limit other land uses)</li> <li>▪ Administrative applications where there are identified historic issues and moderate-to-significant new impacts</li> </ul>	<ul style="list-style-type: none"> <li>▪ Major new ground disturbance</li> <li>▪ Significant new permanent access (expands permanent access network)</li> <li>▪ Large or extensive new permanent infrastructure</li> </ul>	
<b>Land Tenures</b>	<ul style="list-style-type: none"> <li>▪ Minor administrative applications that are clerical in nature and that will have no impact on the interests of the Kaska or land and resource values</li> <li>▪ Emergency measures required for the protection of life and property</li> <li>▪ Minor assignments of tenures</li> <li>▪ Land Tenure Transfers between Federal Provincial agencies</li> <li>▪ Most Notation of Interest files</li> <li>▪ Establishment of Map Reserves (Section 17) in which a higher level of engagement is required prior to development.</li> </ul>	<p>Activities with no or negligible new ground disturbance or effect on other uses, including one or more of the following types of activities:</p> <ul style="list-style-type: none"> <li>▪ Administrative applications incl. scheduled renewals of existing tenures, licenses or permits engagement will occur annually on a batched basis</li> <li>▪ Major client assignments of tenures</li> <li>▪ Communication sites and associated buildings with less than 1 ha site footprint and no new road access</li> <li>▪ Navigation aids, including beacons</li> <li>▪ Work permits for existing infrastructure or with no incremental disturbance footprint</li> <li>▪ Transfers of administration between Provincial Agencies</li> </ul>	<p>Activities with potential for new ground disturbance or effect on other uses, including one or more of the following types of activities:</p> <ul style="list-style-type: none"> <li>▪ Administrative applications including amendments to existing tenures, licenses, or permits where there are low to moderate new impacts</li> <li>▪ Activities requiring investigative permits</li> <li>▪ Gravel pits or quarries with annual production &lt;200,000 tonnes</li> <li>▪ Communication sites and associated buildings with more than 1 ha site footprint and / or new road access</li> <li>▪ New roads less than 2 km in length</li> <li>▪ New utility rights-of-way less than 2 km in length</li> <li>▪ Commercial recreation involving non-motorized light-impact extensive uses, including river</li> </ul>	<p>Activities with potential for significant new ground disturbance or effects on other uses, including one or more of the following types of activities:</p> <ul style="list-style-type: none"> <li>▪ Administrative applications including amendments to existing tenures, licenses, or permits where there are significant new impacts</li> <li>▪ Gravel pits or quarries with annual production of 200,000 to 500,000 tonnes</li> <li>▪ New roads greater than 2 km in length</li> <li>▪ New utility rights-of-way greater than 2 km in length</li> <li>▪ Commercial recreation involving motorized or intensive uses, including heli-skiing</li> <li>▪ Intensive agriculture in an area less than 15 ha</li> <li>▪ Extensive Agricultural tenures</li> <li>▪ General commercial outside of developed areas</li> </ul>	<ul style="list-style-type: none"> <li>▪ New wilderness lodges</li> <li>▪ Fee simple transfers of previously un-tenured lands (remote)</li> </ul>	

<sup>18</sup> **General:** applies where not specific guidance has been applied elsewhere in the matrix, and includes legislation from the following program themes: Agriculture, Transportation and Infrastructure, Heritage Conservation/Archaeology and Recreation Sites and Trails.

<sup>19</sup> **Permanent access:** means access infrastructure (e.g. trails, roads, power lines) for which restoration after use is not contemplated as part of an Application or management plan.

<sup>20</sup> **Exclusive tenure:** means a tenure that provides security to the tenure holders by limiting the uses of the tenured area by persons other than the tenure holder.

<sup>21</sup> **Administrative application:** means an application regarding an existing authorization, such as a renewal, replacement, assignment or transfer of the authorization.

Program Themes	Information Available Upon Request	Shared Decision Level 1	Shared Decision Level 2	Shared Decision Level 3	Shared Decision Level 4	Strategic Shared Decisions
<b>Land Tenures (cont'd)</b>			<p>rafting, backcountry hiking, and guided nature tours</p> <ul style="list-style-type: none"> <li>▪ Community or institutional uses</li> <li>▪ General commercial in developed areas</li> <li>▪ Light industrial activities, such as log landings and work camps</li> <li>▪ Residential licenses</li> <li>▪ Legalizations of recreational / residential cabins</li> <li>▪ Forfeited residential lots</li> <li>▪ Reserves for environmental, conservation, or recreational uses (Section 16)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Fee simple transfers of previously tenured lands</li> <li>▪ Residential development or simple Fee simple sales within settled areas</li> <li>▪ Heavy industrial activities, such as industrial parks, within the developed area.</li> </ul>		
<b>Mineral Exploration<sup>22</sup></b>	<p>Non-mechanized mineral exploration work legally allowed without provincial authorization including:</p> <ul style="list-style-type: none"> <li>▪ Emergency measures required for the protection of life and property</li> </ul>	<p>Non-mechanized mineral exploration work including:</p> <ul style="list-style-type: none"> <li>▪ Induced Polarization Surveys</li> <li>▪ Underground exploration with no or negligible surface disturbance</li> <li>▪ Mineral or coal exploration drill programs and IP surveys in the permitted area of disturbance of a producing mineral or coal mine that is currently operating, and</li> <li>▪ Extending the term of mineral or coal exploration activities by up to two years.</li> </ul> <p>Minor administrative changes to <i>Mines Act</i> authorizations.</p>	<p>Mechanized mineral exploration work on pre-existing or in previously disturbed areas<sup>23</sup>, including:</p> <ul style="list-style-type: none"> <li>▪ Drilling, trenching, or test-pitting, temporary camps/staging, and exploration trails</li> <li>▪ Helicopter supported drill program</li> <li>▪ Re-opening of existing roads or trails within in previously disturbed areas</li> <li>▪ Existing placer mining operations</li> </ul> <p>Aggregate development, sand and gravel quarry and industrial quarry less than 200,000 tonnes:</p> <ul style="list-style-type: none"> <li>▪ Requires either a Land Act tenure or Fee Simple Land prior to issuance of Mine Act Permits</li> </ul>	<p>Mechanized mineral exploration work in undisturbed areas, including:</p> <ul style="list-style-type: none"> <li>▪ Drilling, trenching, or test-pitting, temporary camps/staging, and exploration trails</li> <li>▪ New access development where previous access has only been by water or air</li> <li>▪ New underground development for mineral exploration purposes</li> <li>▪ New placer mining operations</li> </ul> <p>Bulk samples</p> <p>Aggregate development, sand and gravel quarry and industrial quarry between 200,000 to 500,000 tonnes:</p> <ul style="list-style-type: none"> <li>▪ Requires either a Land Act tenure or Fee Simple Land prior to issuance Mine Act Permits</li> </ul>		

<sup>22</sup> **Mineral exploration:** includes Notices of Work , annual or multi-year, which contain a reclamation plan (closure plan)

<sup>23</sup> **Previously disturbed:** needs to be defined. It might be a different definition for linear corridors (i.e. roads), than for activities

Program Themes	Information Available Upon Request	Shared Decision Level 1	Shared Decision Level 2	Shared Decision Level 3	Shared Decision Level 4	Strategic Shared Decisions
<b>Mineral Titles</b>	<p>Free Miner Certificates</p> <p>Claims</p> <ul style="list-style-type: none"> <li>▪ Mineral and Placer</li> </ul> <p>No Registration and Conditional Registration Reserves<sup>24</sup></p> <ul style="list-style-type: none"> <li>▪ Coal, Mineral and Placer</li> </ul> <p>Coal Land Reserves</p>		<p>Tenures associated with Shared Decision Level 1 and Level 2 mineral and coal exploration and may include:</p> <ul style="list-style-type: none"> <li>▪ Licenses – Coal</li> <li>▪ Leases – Coal, Mineral, Placer</li> </ul>	<p>Tenures associated with Shared Decision Level 3 mineral and coal exploration and may include:</p> <ul style="list-style-type: none"> <li>▪ Licenses – Coal</li> <li>▪ Leases – Coal, Mineral, Placer</li> </ul>		
<b>Petroleum, Natural Gas and Geothermal Energy</b>	<p>Areas with no tenure issuance<sup>25</sup></p>		<p>Petroleum and Natural Gas</p> <ul style="list-style-type: none"> <li>▪ Land sales for sub-surface resources</li> </ul> <p>Geothermal</p> <ul style="list-style-type: none"> <li>▪ Land sales and permitting for sub-surface resources</li> </ul>			
<b>Parks and Protected Areas<sup>26</sup></b>	<p>Operations</p> <ul style="list-style-type: none"> <li>▪ Hazard tree removal</li> <li>▪ Facility maintenance &amp; repair</li> <li>▪ Park Use Permit Reports</li> <li>▪ Research Reports</li> <li>▪ Attendance Reports</li> </ul>	<p>Land Use Occupancy</p> <ul style="list-style-type: none"> <li>▪ Existing</li> <li>▪ Filming - minor film shoot</li> </ul> <p>Research</p> <ul style="list-style-type: none"> <li>▪ Low disturbance (e.g. inventories, surveys and habitat assessments)</li> </ul> <p>Commercial Recreation</p> <ul style="list-style-type: none"> <li>▪ Guide Outfitting &amp; Angling Guiding without infrastructure and non-motorized</li> </ul> <p>Transfers, renewals and minor amendments<sup>27</sup></p>	<p>Designation</p> <ul style="list-style-type: none"> <li>▪ Private land for protected areas</li> </ul> <p>Commercial Recreation</p> <ul style="list-style-type: none"> <li>▪ Non-motorized</li> </ul> <p>Land Use Occupancy</p> <ul style="list-style-type: none"> <li>▪ New</li> <li>▪ Filming – major film shoot</li> </ul> <p>Operations</p> <ul style="list-style-type: none"> <li>▪ Ecosystem restoration (e.g. prescribed burning)</li> <li>▪ New facility development, or construction</li> <li>▪ Extensive hazard tree removal requiring a prescription</li> </ul>	<p>Amendments</p> <ul style="list-style-type: none"> <li>▪ Park boundaries</li> </ul> <p>Commercial Recreation</p> <ul style="list-style-type: none"> <li>▪ Motorized &amp; new fixed roof accommodation facilities</li> <li>▪ Guide Outfitting &amp; Angling Guiding with infrastructure and/or motorized access</li> </ul> <p>Research</p> <ul style="list-style-type: none"> <li>▪ High disturbance (e.g. collaring, wildlife transplants)</li> </ul>		<p>Designation</p> <ul style="list-style-type: none"> <li>▪ New parks or protected areas</li> </ul>

<sup>24</sup> **No registration and conditional reserves:** The process to request establishment of reserves is included in the Reference Guide.

<sup>25</sup> **Areas within a no petroleum and natural gas titles tenure issuance:** Mechanisms (caveats, no dispositions, Resource Review areas) to establish areas of no tenure issuance is included in the Reference Guide.

<sup>26</sup> For trapping and guide outfitting in parks, structures and/or land improvements (point locations) will be used to determine if there are overlaps with the spatial reference layer.

<sup>27</sup> **Transfers or minor amendments:** do not include change in use. Major amendments are considered new authorizations.

Program Themes	Information Available Upon Request	Shared Decision Level 1	Shared Decision Level 2	Shared Decision Level 3	Shared Decision Level 4	Strategic Shared Decisions
<p><b>Pesticides</b></p>	<ul style="list-style-type: none"> <li>▪ Vegetation management on industrial sites on public land – sites maintained in near vegetation-free state (roads, etc) or with no public access</li> <li>▪ Mosquito management – occurs in municipalities</li> <li>▪ Noxious weed and invasive plan management – use of herbicides to treat weeds, not applied to surrounding vegetation</li> <li>▪ Wood pole preservation – application of preservatives to installed telephone and hydro poles</li> <li>▪ Structural pest management – management of pests inside or outside of buildings</li> <li>▪ Landscape pest management – management of insects or diseases in ornamental plants or weeds in lawns around buildings and in parks</li> <li>▪ On-site inspections, data reviews</li> <li>▪ Response to public complaints regarding use and application of pesticides and herbicides</li> <li>▪ Issuance of Pesticide Applicator and Dispenser Certificate</li> <li>▪ Suspension orders, revocations, investigation referrals</li> <li>▪ Registration of use notifications</li> </ul>	<ul style="list-style-type: none"> <li>▪ Pest management on railways – ballast area, switches, maintenance yards, treatment of selected trees &amp; shrubs outside ballast area (typically on private land)</li> <li>▪ Vegetation management on right-of-ways – sites maintained in near vegetation-free state (roads etc), or with no public access</li> </ul>	<ul style="list-style-type: none"> <li>▪ Vegetation management of right-of-ways – selective management of encroaching trees &amp; shrubs or with public access</li> <li>▪ Vegetation management on industrial sites on public land – general selective vegetation management, or with public access</li> </ul>		<p>Forest pest management – management of vegetation to benefit seedling growth, or managing insect outbreaks (5 year plans) pending further discussion</p>	

Program Themes	Information Available Upon Request	Shared Decision Level 1	Shared Decision Level 2	Shared Decision Level 3	Shared Decision Level 4	Strategic Shared Decisions
<b>Project Permitting:</b> <ul style="list-style-type: none"> <li>EA reviewable (post EA certificate)</li> <li>Large non-EA reviewable projects <sup>28</sup></li> </ul>						Clean energy <ul style="list-style-type: none"> <li>wind</li> <li>water</li> </ul> Mining: <ul style="list-style-type: none"> <li>mineral</li> <li>coal</li> </ul> Resort Development Roadways <ul style="list-style-type: none"> <li>upgrades on primary and secondary highways</li> </ul> Utilities <ul style="list-style-type: none"> <li>non-OGC</li> </ul>
<b>Waste Management</b>	<ul style="list-style-type: none"> <li>Transfer of a permit to discharge waste</li> <li>Administrative amendments or temporary amendments</li> <li>Registrations under misc. codes of practice <sup>29</sup></li> <li>Minor amendments – air permits or approvals (as defined in the Public Notification Regulation)</li> </ul>	<ul style="list-style-type: none"> <li>New effluent permits or approvals – small</li> <li>New registration – Municipal Wastewater Regulation – small</li> <li>New refuse approvals (garbage, solid waste) – small</li> <li>Minor amendments – effluent and refuse permits or approvals (as defined in the Public Notification Regulation)</li> <li>Significant amendments – small approvals (as defined in the Public Notification Regulation)</li> <li>New air permits or approvals</li> <li>Solid waste operating certificate (authorized under solid waste management plans) if no outstanding Kaska concerns with solid waste management plan</li> <li>Liquid waste operating certificate (authorized under liquid waste management plans) if no outstanding Kaska concerns with liquid waste management plan</li> </ul>	<ul style="list-style-type: none"> <li>New effluent approvals other waste discharges - large <sup>30</sup></li> <li>New refuse approvals - large <sup>31</sup></li> <li>Operational certificate (authorized under solid waste management plans) if outstanding Kaska concerns with solid waste management plan</li> <li>New refuse permits (garbage, solid waste) – small</li> <li>New registration – Municipal Wastewater Regulation – large</li> <li>Hazardous waste facility registration</li> </ul>	<ul style="list-style-type: none"> <li>New refuse permits - large <sup>32</sup></li> <li>New effluent permits other waste discharges – large</li> <li>Significant amendments – permits or large approvals (as defined in the Public Notification Regulation)</li> </ul>		<ul style="list-style-type: none"> <li>Liquid waste management plans</li> <li>Solid waste management plans (consultation undertaken by Regional Districts and Municipalities)</li> </ul>

<sup>28</sup> **Large non-EA reviewable projects:** Further description is required.

Mineral: projects between 10,000 tonnes and 75,000 tonnes

Coal: projects between 100,000 tonnes and 250,000 tonnes

<sup>29</sup> **Registrations:** e.g. Vehicle Dismantling Code; Concrete Manufacturing Code; Petroleum Storage, Storm Water Regulation

<sup>30</sup> **Large effluent discharge:** any effluent discharge greater than 50m<sup>3</sup>/d

<sup>31</sup> **Large refuse discharge:** any refuse discharge greater than 500m<sup>3</sup>/yr or with a total landfill design capacity of greater than 5000m<sup>3</sup> (capacity over its complete life) (includes garbage, solid waste, e.g. municipal landfill).

<sup>32</sup> **Large refuse permit:** e.g.: garbage, solid waste, e.g.: municipal landfill

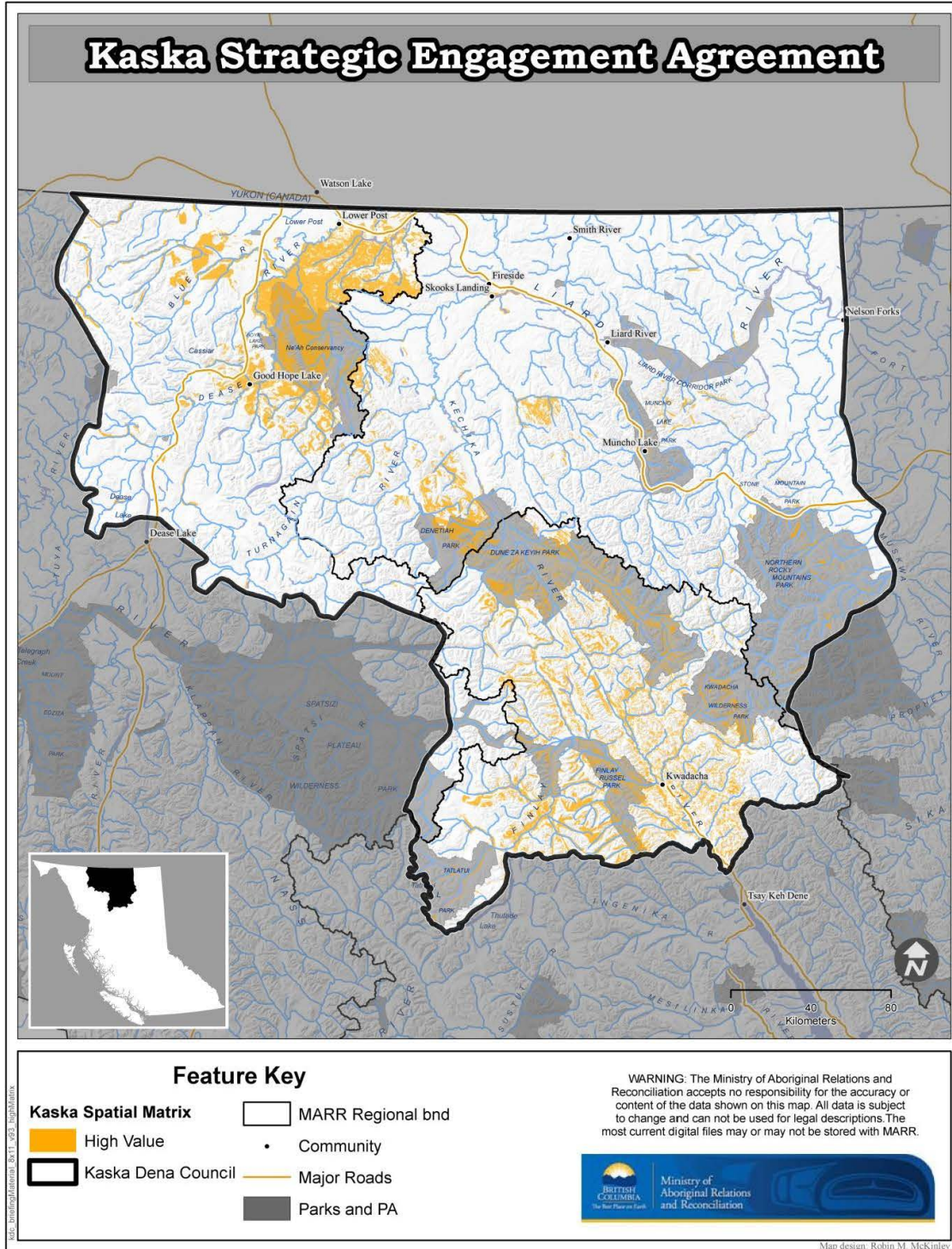


Program Themes	Information Available Upon Request	Shared Decision Level 1	Shared Decision Level 2	Shared Decision Level 3	Shared Decision Level 4	Strategic Shared Decisions
Water	<ul style="list-style-type: none"> <li>▪ Water licensing – domestic on all sources that do not involve Crown Land</li> <li>▪ Water license amendment - no change in base flow requirements, name change (including to new user), change of works on private lands, transfer of water licenses on private lands, apportionment, re-description, extension of time and cancellation / abandonment of water licenses</li> <li>▪ Transfer of Appurtenancy, and addition or changes in purpose where the change does not alter the downstream impacts</li> <li>▪ Issuance of a final license (sec14)</li> <li>▪ Leave to commence (final authorization to do work as per license conditions)</li> <li>▪ Part 7 – notification water regulation of Section 9 work in and about a stream</li> <li>▪ Orders to regulate water use or in-stream activities and groundwater issues</li> <li>▪ All remediation orders over non-compliance</li> <li>▪ Dike Maintenance Act – maintenance repairs and orders</li> <li>▪ Dam Safety Regulations – maintenance and repair and orders</li> </ul>	<ul style="list-style-type: none"> <li>▪ New water licenses with no or negligible risk of impact to fish or fish habitat<sup>33</sup></li> <li>▪ Permit over Crown Land Section 26 – nil to negligible risk of impact to water quality/quantity or habitat values</li> <li>▪ Section 8 – short term use of water when Kaska do not hold a water license downstream of application site and no or negligible risk of impact to fish or fish habitat</li> <li>▪ Section 9 –for public safety projects (imminent impact)</li> <li>▪ Section 9 – no or negligible risk of impact to fish or fish habitat</li> </ul>	<ul style="list-style-type: none"> <li>▪ New water licenses that are low to moderate risk of impact to quality / quantity.<sup>34</sup></li> <li>▪ Permit over Crown Land Section 26 – low to moderate risk of impact to water quality / quantity or habitat</li> </ul> <p>Approval for changes in and about a stream:</p> <ul style="list-style-type: none"> <li>▪ Section 9 – for low to moderate risk of impact to fish habitat and / or large impact projects that require approval.</li> <li>▪ Section 8 – low to moderate risk of impact to water quality/quantity or habitat values.</li> </ul>	<ul style="list-style-type: none"> <li>▪ New water licenses – moderate to high risk of impact to water quality / quantity<sup>35</sup></li> <li>▪ Permit over Crown Land – moderate to high risk of impact to water quality / quantity or habitat</li> </ul> <p>Approvals:</p> <ul style="list-style-type: none"> <li>▪ Section 9 – for moderate to high risk of impact to fish habitat and/or large impact projects that require approval</li> <li>▪ Section 8 – moderate to high risk of impact to water quality / quantity or habitat values.</li> </ul>	<ul style="list-style-type: none"> <li>▪ New water licenses – small sub EA projects e.g. industrial projects; mine operations; water works (local community drinking water); storage (dams as per Dam Safety Regulation); power purposes (commercial and general)</li> </ul>	<ul style="list-style-type: none"> <li>▪ New water licenses – EA and large sub EA projects</li> <li>▪ Water Management Plans</li> <li>▪ Water Allocation Plans</li> <li>▪ Water Reserves</li> </ul>

<sup>33</sup> Nil or negligible risk: e.g. power purposes (residential), agriculture less than 5 acre feet, irrigation, domestic  
<sup>34</sup> Low to moderate risk: e.g., agriculture greater than 5 acre feet, industrial and commercial, land improvements  
<sup>35</sup> Moderate to high risk: e.g. conservation

# APPENDIX D SPATIAL REFERENCE LAYER

## 1.0 Map 1 – Spatial Reference Layer



## 2.0 Spatial Reference Layer Criteria

- 2.1. The Spatial Reference Layer is based on the inputs identified in Table 1. Using a standard GIS approach to create a layer identifying zones of high sensitivity which becomes the Spatial Reference Layer, polygons are classified by:
- applying a relative ranking to each layer using the Analytical Hierarchy Process;
  - weighting the input layers based on their ranking in the Analytical Hierarchy Process; and
  - using a Natural Breaks Classification to identify groups of values that naturally group together.
- 2.2. The Spatial Reference Layer will be amended to include culturally sensitive areas and other potential changes during of implementation of this Agreement.

Table 1. Description of inputs into Spatial Reference Layer.

CATEGORY	LAYER	ATTRIBUTES	BUFFER	RANK
Hydrology	Lakes	>140ha	500m	2
	Streams	>20m wide	500m	2
Cultural	Traditional Use Study	Currently using LRDW TUS (dissolved)		3
	Archaeology Sites	Sites from Remote Access Archaeological Database	200m	11
	Ne'Ah	From Dease-Liard SRMP		9
	Gu Cha Duga zone	From Dease-Liard SRMP		1
	Dease-Liard SRMP Trails	From Dease-Liard SRMP	250m	10
	Davie and McDame Trails	Data provided by Kaska	250m	10
Wildlife	Caribou	BEI Suitability: combined summer/winter high/very high		5
	Elk	BEI Suitability: combined summer/winter high/ very high and CAD: summer/winter around Kwadacha		8
	Moose	BEI Suitability: combined summer/winter high/ very high and wildfires from 1975-2004.		4
	Sheep/Goat	BEI Suitability: combined summer/winter high/ very high.		6
	Grizzly Bear	CAD: (8,9,10; early/fall)		7

BEI: Broad Ecosystem Inventory; CAD: Muskwa Kechika Conservation Area Design

# APPENDIX E

## FISH AND WILDLIFE COLLABORATIVE MANAGEMENT FRAMEWORK

### 1.0 Definitions

1.1 Words and expressions not defined in this Appendix but defined in the Strategic Engagement Agreement have the meanings ascribed to them in the Strategic Engagement Agreement.

1.2 In this Appendix:

“Annual Allowable Harvest” and “AAH” means the number of animals, in a particular class and geographic area, that are allowed to be harvested each year after accounting for all sources of unregulated human-caused mortality, including poaching, crippling losses, and animals destroyed as problem Wildlife;

“Conservation Concern” means any concern that a population has declined to a level where the risk of extirpation or extinction is high;

“Fish” has the same meaning as described in the *Wildlife Act*;

“Fish and Wildlife Program” means the Provincial employees responsible for regulating and managing the sustainable use and conservation of Fish and Wildlife populations across British Columbia in accordance with the *Wildlife Act* and the delegated authority under the Federal *Fisheries Act*;

“Fish and Wildlife Regional Manager” has the same meaning as described in the *Wildlife Act*;

“Fish and Wildlife Working Group” means the designated representatives assigned by the Natural Resources Council Co-Chairs as described in subsection 6.2(c) of this Agreement;

“Fish and Wildlife Working Group Coordinators” means the designated representatives assigned respectively by the Regional Fish and Wildlife Manager and the Kaska Fish and Wildlife Manager;

“Framework” means the Fish and Wildlife Collaborative Management Framework as described in Appendix E of this Agreement;

“Habitat” has the same meaning as described in the *Wildlife Act*;

“Invasive Species” means non-indigenous species that have adverse affects to the natural species and ecosystems;

“Kaska Management Principle” refers to the principle that a lack of full scientific certainty is not used as a reason for postponing measures that could be implemented to reduce impacts to Fish and Wildlife species. Other knowledge can be used with available scientific knowledge to support implementing the measures to reduce or stop the impacts to Wildlife species;

“Kaska Fish and Wildlife Manager” means the representative identified by the Kaska Responsible Official to support the delivery of this Framework;

“Licensed Hunting” means hunting opportunities licensed by British Columbia for resident and non-resident hunters in accordance with the *Wildlife Act*;

“Management Concern” means any concern that a population has declined or may be declining based upon scientific information or Traditional Knowledge and includes a concern that a population has declined at a spatial or temporal scale that is relevant to either Party;

“Wildlife” has the same meaning as described in the *Wildlife Act*;

“Wildlife Act” means the *Wildlife Act* and the regulations made there under, all as may be amended from time to time.

## 2.0 Principles

- 2.1 The Natural Resources Council and the Fish and Wildlife Working Group will apply the Kaska Management Principle and other relevant information when applying this Framework and acknowledge that Wildlife populations and ecological systems are dynamic, that knowledge of these natural processes is incomplete and that uncertainty increases risks.

## 3.0 Purpose

- 3.1 The purpose of this Framework is for the Parties to engage on a government-to-government basis with respect to Fish and Wildlife management that:
  - (a) focuses on maintaining healthy and diverse native species and ecosystems;
  - (b) allows for the sustainable use of Fish and Wildlife resources;
  - (c) places the appropriate higher priority on conservation and on Kaska’s Aboriginal Rights and Title before allocating opportunities under an AAH to Licensed Hunters;
  - (d) implements Shared Decisions that are an outcome of this Agreement; and
  - (e) establishes mechanisms to facilitate positive working relationships between the Parties.

## 4.0 Scope

- 4.1 This Appendix applies to the Provincial Agency that manages the Fish and Wildlife Program within the Kaska Traditional Territory.
- 4.2 Collaboration under this Framework will focus on the management of Fish and Wildlife species that are most important to both Parties, including:
  - (a) moose, woodland caribou, bison, thin horn sheep, mountain goat, bears, furbearers, wolves, and freshwater Fish; and
  - (b) other species or populations where Conservation Concerns or Management Concerns are brought forward to the Regional Fish and Wildlife Manager or the Kaska Fish and Wildlife Manager, or both.

## 5.0 Process

- 5.1 On an annual basis, the Fish and Wildlife Regional Manager and the Kaska Fish and Wildlife Manager with input from the Natural Resources Council will identify and agree upon Fish and Wildlife management priorities within the Kaska Traditional Territory.

- 5.2 Where Fish and Wildlife management priorities are identified in subsection 5.1 of Appendix E, the Fish and Wildlife Working Group Coordinators will facilitate the participation of the appropriate technical officials in the Fish and Wildlife Working Group.
- 5.3 The Fish and Wildlife Working Group will develop and implement a workplan which may include the following activities:
- (a) identifying critical ranges, Habitats and special features of Fish and Wildlife species as identified in subsection 4.2 of Appendix E;
  - (b) assessing population stability and trends of identified Fish and Wildlife populations;
  - (c) analysing harvest data and recommending sustainable harvest levels;
  - (d) reviewing or assessing impacts of domestic species, Invasive Species or game farming on Fish and Wildlife;
  - (e) setting goals and objectives for species management, including goals for population recovery;
  - (f) developing strategies to achieve the population goals and objectives identified in subsection 5.3(e) of Appendix E;
  - (g) reviewing the effectiveness of the current management unit boundaries for harvest data collection and population management;
  - (h) identifying areas of Habitat loss, decreased function of Habitats and range, and loss of Habitat quality;
  - (i) undertaking Fish and Wildlife inventories or studies;
  - (j) completing a review of Fish and Wildlife regulations; and
  - (k) other matters as agreed to by both Parties.
- 5.4 Where a priority has been identified in accordance with subsection 5.1 of Appendix E and the Fish and Wildlife Working Group has completed activities in accordance with subsection 5.3 of Appendix E, the Fish and Wildlife Working Group will make best efforts to reach agreement on proposed options which may include:
- (a) proposals for hunting and fishing regulations changes; and
  - (b) other measures that the Province and the Kaska may implement to conserve or recover a population, including Habitat management.
- 5.5 Where the Fish and Wildlife Working Group is unable to reach agreement on proposed options under subsection 5.4 of Appendix E, the Fish and Wildlife Regional Manager and the Kaska Fish and Wildlife Manager may develop separate options.
- 5.6 Where options are developed under subsection 5.4 and 5.5 of Appendix E, these options will be provided to the Natural Resources Council.
- 5.7 The Natural Resources Council will review the options submitted under subsection 5.6 of Appendix E and:

- (a) determine if an additional Fish and Wildlife Working Group meeting would be of value; or
- (b) develop and forward a Recommendation to the appropriate Provincial Agency and the KNRS.

5.8 Where the Natural Resources Council has determined that an additional Fish and Wildlife Working Group meeting would be of value, the Natural Resources Council will:

- (a) organize a Fish and Wildlife Working Group meeting and provide additional information to consider;
- (b) ensure that any options developed through the dialogue are provided to the Natural Resources Council; and
- (c) based on the information received under subsection 5.8(b), develop and forward a Recommendation to the appropriate Provincial Agency and the KNRS.

5.9 The Parties accept that a Shared Decision has been made when:

- (a) the Parties have followed the process described in Appendix E; and
- (b) the Provincial Agency has made a decision in serious consideration of the Recommendation, and other available information.

5.10 Upon a Provincial Agency reaching a Shared Decision, the Provincial Agency will communicate that Shared Decision to the Fish and Wildlife Working Group.

5.11 The Provincial Agency will provide a rationale to the Fish and Wildlife Working Group where the Provincial Agency reaches a Shared Decision as described in subsection 5.9 of Appendix E, which is contrary to a Recommendation.

5.12 During the term of this Agreement, and with support by the Kaska:

- (a) the Fish and Wildlife Working Group will undertake a Kaska community needs assessment on Fish and Wildlife harvesting requirements in support of developing options for addressing a Fish or Wildlife Management Concern or Conservation Concern; and
- (b) Kaska will develop and implement methods and policies on how to share information on Fish and Wildlife harvesting in a form acceptable to Kaska communities and the Province.

## 6.0 Monitoring

6.1 The Parties agree to support mentoring opportunities for Kaska members to conduct monitoring activities.

6.2 The Parties agree that harvest monitoring will occur as follows:

- (a) Kaska will be responsible for monitoring and, when required, for implementing measures to limit or control the impact of Kaska members on Fish and Wildlife and their Habitat;
- (b) Subject to subsection 6.1 of Appendix E, hunting by all other licensed and non-licensed hunters will be monitored and controlled by British Columbia; and

6.3 Kaska may provide information in relation to hunting in the Kaska Traditional Territory and how this may impact the AAH.

## 7.0 Funding

- 7.1 Kaska participation in the process as described in section 5 of Appendix E is funded under this Agreement.
- 7.2 Both parties will work cooperatively to acquire funds to further the effective management and monitoring of Fish and Wildlife resources, as may be necessary from time to time, including third party funding opportunities.



## APPENDIX F

# CONSERVANCIES, PARKS AND PROTECTED AREAS COLLABORATIVE MANAGEMENT FRAMEWORK

## 1.0 Definitions

1.1 Words and expressions not defined in this Appendix but defined in the Strategic Engagement Agreement have the meanings ascribed to them in the Strategic Engagement Agreement.

1.2 In this Appendix:

“BC Parks” means the Provincial Agency responsible for Conservancies, Parks, and Protected Areas;

“BC Parks Regional Manager” means the Northern Regional Manager, BC Parks, Ministry of Environment, or designate, including his or her successors;

“Conservancies, Parks, and Protected Areas” means the areas designated under the *Park Act*, *Ecological Reserve Act*, *Environment and Land Use Act*, or the *Protected Areas of British Columbia Act* within the Kaska Traditional Territory;

“Dease-Liard Sustainable Resource Management Plan” or “Dease-Liard SRMP” means the plan so entitled that has been collaboratively developed by the Parties;

“Framework” means the Conservancies, Parks and Protected Areas Collaborative Management Framework as described in Appendix F;

“Joint Operational Activities” means tasks involving surveys, studies, monitoring and annual operations planning that both parties agree to work collaboratively to complete as described in this Framework;

“Kaska Parks Manager” means the representative identified by the Kaska Responsible Official to support the delivery of this Framework;

“Ne’ah’ Conservancy” means proposed protected area included in the Dease-Liard SRMP;

“Management Plan” means a document that sets out the strategic management direction for a Conservancy, Park or Protected Area over a 10 to 20 year timeframe that is developed with the Kaska and includes input from stakeholders, the public and other First Nations;

“Park Engagement Coordinators” means the designated representatives assigned respectively by the BC Parks Regional Manager and the Kaska Parks Manager.

## 2.0 Principles

2.1 The Parties acknowledge that wildlife populations and ecological systems are dynamic, that knowledge of these natural processes is incomplete and that uncertainty increases risks.

2.2 When performing tasks in accordance this Framework, the Park Engagement Coordinators will recognize and respect Kaska community expertise and Traditional Knowledge of wildlife and plants, as information to be considered along with local and scientific knowledge, in relation to the development of Management Plans and implementation of Joint Operational Activities within Conservancies, Parks, and Protected Areas.

### **3.0 Purpose**

- 3.1 The purpose of this Framework is for the Parties to engage on a government-to-government basis with respect to the development and implementation of Management Plans and Joint Operational Activities within Conservancies, Parks, and Protected areas in a manner that:
- (a) focuses on maintaining healthy and diverse native species and ecosystems;
  - (b) allows for the sustainable use of Fish and Wildlife resources;
  - (c) allows for the development and management of compatible recreation and economic opportunities for the benefit of the Kaska and other British Columbians;
  - (d) focuses on protecting cultural and heritage values; and
  - (e) establishes mechanisms to facilitate positive working relationships between the Parties.

### **4.0 Scope**

- 4.1 This Appendix applies to BC Parks within the Kaska Traditional Territory.
- 4.2 Initially, the collaboration under this Framework will focus on Management Plans for Conservancies, Parks, and Protected Areas that are most important to both Parties. This includes:
- (a) development of a Management Plan for the proposed Ne'ah Conservancy and Boya Lake Provincial Park; and
  - (b) completion of the Northern Rocky Mountains Provincial Park Management Plan in the Muskwa Kechika Management Area.

### **5.0 Process**

- 5.1 On an annual basis, the BC Parks Regional Manager and the Kaska Parks Manager, with input from the Natural Resources Council, will identify and agree upon the priority tasks pertaining to the:
- (a) development of Management Plans; and
  - (b) Joint Operational Activities;
- within Conservancies, Parks, and Protected Areas.
- 5.2 Where priority tasks are identified in subsection 5.1 of Appendix F, Park Engagement Coordinators will develop and implement a work plan to complete the priority tasks.
- 5.3 Where a priority task concerning the development of a Management Plan has been identified in accordance with subsection 5.1 of Appendix F, the Park Engagement Coordinators will make best efforts to reach agreement on the proposed Management Plan for a Conservancy, Park, or Protected Area.
- 5.4 Where the Park Engagement Coordinators are unable to reach agreement on the proposed Management Plan under subsection 5.3 of Appendix F, the Park Engagement Coordinators may develop separate options.

- 5.5 Where options are developed under subsection 5.4 of Appendix F, these options will be provided to the BC Parks Regional Manager and the Kaska Parks Manager.
- 5.6 The BC Parks Regional Manager and the Kaska Parks Manager:
- (a) will review the options under subsection 5.5 of Appendix F;
  - (b) may seek input from the Natural Resources Council Co-Chairs; and
  - (c) will develop and forward a Recommendation to BC Parks and the KNRS.
- 5.7 The Parties accept that a Shared Decision has been made when:
- (a) the Parties have followed the process described in Appendix F; and
  - (b) BC Parks has made a decision in serious consideration of the Recommendation, and other available information.
- 5.8 Upon reaching a Shared Decision, BC Parks will communicate that Shared Decision to the Park Engagement Coordinators and the Natural Resources Council.
- 5.9 BC Parks will provide a rationale to the Park Engagement Coordinators where BC Parks reaches a Shared Decision as described in subsection 5.8 of Appendix F, which is contrary to a Recommendation.

## **6.0 Funding**

- 6.1 Kaska participation in the process as described in section 5 of Appendix F is funded under this Agreement.
- 6.2 Both parties will work cooperatively to acquire funds for projects, as may be necessary from time to time, including third party funding opportunities.

## APPENDIX G FUNDING AND REPORTING

### 1.0 Payment Schedule

	Within 30 days of the Effective Date	Year 2	Year 3	TOTAL
Annual Payments Funds released as outlined in section 14.2 of the Agreement	\$ 350,000	\$ 350,000	\$ 350,000	\$ 1,050,000
Strategic Shared Decisions - major projects Funds released based on Natural Resources Council direction				\$ 100,000
TOTAL SEA Funding				\$ 1,150,000

### 2.0 Annual Report

- 2.1 The Kaska Co-Chair and at least one additional Kaska representative will be in attendance at least two-thirds of the Natural Resources Council meetings.

**APPENDIX H**  
**BAND COUNCIL RESOLUTIONS**