

**GOVERNMENT TO GOVERNMENT  
PROTOCOL AGREEMENT**

This Agreement is dated for reference December 7, 2009.

**BETWEEN**

**HER MAJESTY THE QUEEN IN RIGHT OF  
THE PROVINCE OF BRITISH COLUMBIA**, as represented by  
the Minister of Aboriginal Relations and Reconciliation

(hereinafter "British Columbia")

**AND**

**DOIG RIVER FIRST NATION**,  
as represented by the Chief of the Doig River First Nation,  
**PROPHET RIVER FIRST NATION**,  
as represented by the Chief of the Prophet River First Nation, and  
**WEST MOBERLY FIRST NATIONS**,  
as represented by the Chief of the West Moberly First Nations

(hereinafter collectively the "Treaty 8 First Nations" and  
individually each a "Treaty 8 First Nation")

each a "Party" and collectively the "Parties"

**1.0 PREAMBLE**

- Whereas** The Parties wish to establish a new and ongoing relationship founded on the basis of mutual respect and understanding;
- Whereas** The Parties and Fort Nelson entered into a Government to Government Protocol Agreement dated May 6, 2008, which requires amendment;
- Whereas** The Parties wish to provide for a process by which Halfway, Sauteau or Fort Nelson, as the case may be, becomes a party to this Protocol Agreement;
- Whereas** The Parties acknowledge that British Columbia and First Nations representatives are engaged in discussions to develop a "New Relationship" between the Province and First Nations and that the discussions may result in new arrangements and enhanced relationships between the Province and First Nations in British Columbia; and

**Whereas** The Parties acknowledge that this Protocol Agreement reflects the nature of an emerging new relationship between British Columbia and Treaty 8 First Nations.

**THEREFORE** the Parties agree as follows.

## **2.0 DEFINITIONS**

2.1 In this Protocol Agreement and the preamble hereto:

**“Amended Economic Benefits Agreement, 2009”** means the economic benefits agreement between British Columbia and the Doig River, Prophet River and West Moberly First Nations;

**“British Columbia”** has the meaning given to that term on page 1 of this Protocol Agreement;

**“Chiefs’ and Minister’s Forum”** means the forum established pursuant to Paragraph 5.1 of this Protocol Agreement and is comprised of the three Chiefs of the Treaty 8 First Nations and the Minister of Aboriginal Relations and Reconciliation;

**“Completed Agreement”** means an agreement on the subject matter of revenue sharing or resource management entered into between British Columbia and each of the Treaty 8 First Nations, which British Columbia and the Treaty 8 First Nations agree to designate as a “Completed Agreement”;

**“EBA”** means the Economic Benefits Agreement entered into by British Columbia and four of the Treaty 8 First Nations, dated for reference February 27, 2008, as amended;

**“Fort Nelson”** means Fort Nelson First Nation;

**“Halfway”** means Halfway River First Nation;

**“Interagency Management Committee” or “IAMC”** means a committee established by British Columbia to be a provincial government natural resources management co-ordinating body;

**“Northeast Managers Committee”** means a standing committee of the North Interior IAMC comprised of regional managers of provincial agencies with responsibility for resource management in the northeast region of British Columbia;

**“Opt-in Effective Date”** means the effective date on which Halfway, Sauteau or Fort Nelson, as the case may be, becomes a party to this Protocol Agreement, which date will be specified in an amendment agreement (as more particularly described in paragraph 12.1);

**“Protocol Agreement”** means this Government to Government Protocol Agreement;

**“Provincial Senior Officials”** means those deputy ministers or assistant deputy ministers from ministries with responsibility for resource management;

**“Saulteau”** means Saulteau First Nations;

**“Treaty 8 Chiefs”** means the duly elected chiefs of the three Treaty 8 First Nations;

**“Treaty 8 First Nations”** means, for the purposes of this Protocol Agreement, the Doig River First Nation, Prophet River First Nation, and West Moberly First Nations, or any one of these Parties; and

**“Treaty 8 - Northeast Managers Committee”** means the committee established pursuant to paragraph 6.1 of this Protocol Agreement and is comprised of representatives of Treaty 8 First Nations and members of the Northeast Managers Committee.

### **3.0 OBJECTIVES**

3.1 This Protocol Agreement is intended to foster a collaborative government to government relationship with respect to resource management between the Treaty 8 First Nations and British Columbia by:

- a. establishing a Chiefs’ and Minister’s Forum and a Treaty 8 - Northeast Managers Committee to improve communications between Treaty 8 First Nations and British Columbia on matters related to legislation, policies, programs or activities that may have an impact on the exercise of Treaty 8 First Nations’ rights recognized and affirmed under Section 35(1) of the *Constitution Act, 1982*;
- b. furthering the reconciliation of the rights of Treaty 8 First Nations recognized and affirmed under Section 35(1) of the *Constitution Act, 1982* with the responsibility of British Columbia for resource management; and
- c. enabling the Parties to monitor the implementation of Completed Agreements.

### **4.0 GENERAL**

4.1 At the request of any one of the Treaty 8 First Nations or British Columbia, the Parties will give consideration to the Treaty 8 First Nations’ participation in any new provincial process or institution that would result in opportunities for the Parties to enhance or otherwise improve the role of Treaty 8 First Nations in resource management in the Treaty 8 area.

- 4.2 Prior to bringing to the Chiefs' and Minister's Forum or to the Treaty 8 - Northeast Managers Committee any issue the subject of which is covered by a Completed Agreement, the Parties agree that the processes set out in that Completed Agreement are to be followed.

## **5.0 CHIEFS' AND MINISTER'S FORUM**

- 5.1 The Parties will re-establish the Chiefs' and Minister's Forum at the signing of this Agreement.
- 5.2 The Chiefs' and Minister's Forum will be co-chaired by the Parties, with one designate for Treaty 8 First Nations and one designate for British Columbia.
- 5.3 The Chiefs' and Minister's Forum will meet once annually and, by agreement of the Parties, may agree to increase the number of meetings.
- 5.4 The Minister of Aboriginal Relations and Reconciliation will invite other ministers responsible for resource management to participate in the Chiefs' and Minister's Forum, as required from time to time.
- 5.5 The Chiefs' and Minister's Forum will enable the Parties to:
- a. review progress on the negotiation and implementation of Completed Agreements;
  - b. address issues referred from the Treaty 8 - Northeast Managers Committee, and other issues by mutual agreement;
  - c. discuss relevant legislative and regulatory reform; and
  - d. discuss concerns raised by Treaty 8 First Nations with respect to resource management in the Treaty 8 area, including cumulative effects.
- 5.6 Outcomes from the Chiefs' and Minister's Forum will be referred to the Treaty 8 First Nations and to the relevant ministry for consideration and action, where appropriate.

## **6.0 TREATY 8 - NORTHEAST MANAGERS COMMITTEE**

- 6.1 The Parties will re-establish the Treaty 8 - Northeast Managers Committee at the signing of this Protocol Agreement.
- 6.2 The Treaty 8 - Northeast Managers Committee will be co-chaired by one designate of British Columbia and one designate of Treaty 8 First Nations.

- 6.3 The Treaty 8 - Northeast Managers Committee will meet three times per year unless the Parties agree to increase or reduce the number of meetings.
- 6.4 The Treaty 8 - Northeast Managers Committee will provide a forum to enable the Parties to:
- a. improve communications and information exchange with respect to resource management in the Treaty 8 area;
  - b. review progress on the negotiation and implementation of Completed Agreements;
  - c. raise issues and attempt to resolve those issues that are within regional discretion and authority;
  - d. identify short and long term initiatives and priorities;
  - e. identify areas of potential conflict and mechanisms for resolution; and
  - f. identify matters for referral to the Chief's and Minister's Forum.
- 6.5 The Treaty 8 - Northeast Managers Committee may invite Provincial Senior Officials to attend the Treaty 8 - Northeast Managers Committee from time to time.
- 6.6 Where the Parties have made reasonable efforts to resolve issues at the Treaty 8 - Northeast Managers Committee and have been unable to do so, those issues may be identified for future discussion with Provincial Senior Officials or for discussion in the Chiefs' and Minister's Forum.
- 6.7 The Treaty 8 - Northeast Managers Committee may establish sub-committees to deal more substantively and expeditiously with matters of concern to the Committee.
- 6.8 Nothing in this Protocol Agreement precludes representatives of Treaty 8 First Nations and Northeast Managers Committee from discussing issues for which the involvement of the full Treaty 8 - Northeast Managers Committee is not required.
- 6.9 In the event that the IAMC or the Northeast Managers Committee, as the case may be, are modified or changed by British Columbia, British Columbia will ensure that the managers responsible for resource management in the Peace region will fulfil the commitments described in section 6 of this Protocol Agreement.
- 7.0 SENIOR OFFICIALS**
- 7.1 The Deputy Minister or any of the Assistant Deputy Ministers from the Ministry of Aboriginal Relations and Reconciliation will meet once annually with Treaty 8 senior officials, and by agreement additional meetings may be scheduled.

- 7.2 The Deputy Minister or any of the Assistant Deputy Ministers from the Ministry of Aboriginal Relations and Reconciliation will invite Provincial Senior Officials to participate in meetings with T8 senior officials as required from time to time.
- 7.3 The Treaty 8 - Northeast Managers Committee may invite Provincial Senior Officials to attend the Treaty 8 - Northeast Managers Committee from time to time.
- 7.4 Subject to paragraph 4.2, where the Parties have made reasonable efforts to resolve issues at the Treaty 8 - Northeast Managers Committee and have been unable to do so, those issues may be identified for future discussion with Provincial Senior Officials.

## **8.0 COSTS**

- 8.1 Each Party will be responsible for their own costs to participate in the forums contemplated under this Protocol Agreement.

## **9.0 GENERAL PROVISIONS**

- 9.1 This Protocol Agreement is not intended to:
- a. be a treaty or a land claims agreement within the meaning of Sections 25 and 35 of the *Constitution Act, 1982*;
  - b. create, amend, define, affirm, recognize, abrogate or derogate from the nature and scope of rights recognized and affirmed by Section 35 of the *Constitution Act, 1982*;
  - c. create, amend, define, affirm, recognize, abrogate or derogate from any other First Nation's existing or potential rights;
  - d. limit the positions either Party may take in any legal or administrative proceedings; or
  - e. constitute any admission of fact or liability.
- 9.2 Nothing in this Protocol Agreement acknowledges the scope or content of the jurisdiction of any of the Treaty 8 First Nations or British Columbia.
- 9.3 The Parties acknowledge that each of them has a differing position regarding the proper interpretation of Treaty No. 8 and of the Treaty 8 First Nations rights recognized and affirmed by Section 35(1) of the *Constitution Act, 1982*.
- 9.4 This Protocol Agreement does not create any legal obligations between the Treaty 8 First Nations and British Columbia.

- 9.5 Without limiting paragraph 9.4, this Protocol Agreement does not oblige the Treaty 8 First Nations or British Columbia to act in a manner inconsistent with their lawful obligations.
- 9.6 Nothing in this Protocol Agreement fetters or is to be interpreted as fettering the discretion of a statutory decision-maker.
- 9.7 This Protocol Agreement is a Completed Agreement, which replaces the Government to Government Protocol Agreement, dated May 6, 2008.

## **10.0 NOTICE**

10.1 Where in this Protocol Agreement any notice or other communication is required to be given by any of the Parties it will be made in writing and will be deemed to have been well and sufficiently given to the other Party if:

- a. sent by delivery to the address of the Party set out below, on the date of delivery; or
- b. sent by pre-paid registered mail to the address of the Party mentioned in this Protocol Agreement, on the date the registered mail is delivered; or
- c. sent by facsimile, to the facsimile number of the Party mentioned in this Protocol Agreement, on the date the facsimile is sent.

10.2 The address and facsimile numbers of the Parties are:

**Treaty 8 First Nations:**

Treaty 8 First Nations  
c/o Treaty 8 Tribal Association  
10233 – 100<sup>th</sup> Avenue  
Fort St. John, B.C., V1J 1Y8  
Fax: 250-785-2021

**British Columbia:**

Minister of Aboriginal Relations and Reconciliation  
Room 310, Parliament Buildings  
PO Box 9051, Stn Prov Gov't  
Victoria, BC V8W 9E2  
Fax: 250-953-4856

## **11.0 AMENDMENT**

11.1 The Parties will review this Protocol Agreement and negotiate and attempt to reach agreement on any proposed amendments at the written request of either all of Treaty 8 First Nations or British Columbia, but not more frequently than annually.

11.2 Any amendments to this Protocol Agreement will require the written consent of the Parties and will take effect upon signing.

## **12.0 HALFWAY, SAULTEAU OR FORT NELSON BECOMING PARTIES**

12.1 In the event that Halfway, Sauteau and/or Fort Nelson wishes to become a party to this Protocol Agreement on or before April 30, 2010, the Parties will prepare an amending agreement by which Halfway, Sauteau or Fort Nelson, as the case may be, becomes a party as of the Opt-in Effective Date to be specified in the amending agreement, and by which such other changes are made to this Protocol Agreement as are agreed upon amongst the Parties.

12.2 The Parties will execute such documents as are reasonably necessary in order to give effect to an amendment to this Protocol Agreement incorporating Halfway, Sauteau and/or Fort Nelson, as the case may be, as a party hereto, including the amendment agreement referred to in paragraph 12.1.

12.3 If Halfway, Sauteau and/or Fort Nelson, as the case may be, becomes a party to this Protocol Agreement, the term "Treaty 8 First Nations" as used throughout this Protocol Agreement will, as of the Opt-in Effective Date, include that First Nation.

## **13.0 TERM**

13.1 The term of this Protocol Agreement commences on the date it is signed by all of the Parties and it expires on March 31, 2022 unless the Parties agree to extend the term.

## **14.0 TERMINATION**

14.1 Either British Columbia or all of the Treaty 8 First Nations may terminate this Protocol Agreement by giving the other Parties thirty (30) days advance written notice of the intent to terminate the Protocol Agreement and the reasons for terminating the Protocol Agreement.

14.2 For the purposes of this Protocol Agreement, a termination notice shall be deemed received after being hand delivered or transmitted by facsimile in accordance with section 10 above.

14.3 A Treaty 8 First Nation may withdraw from this Protocol Agreement by giving the other Treaty 8 First Nations and British Columbia thirty (30) days written notice of the intent to withdraw and the reasons for withdrawing.

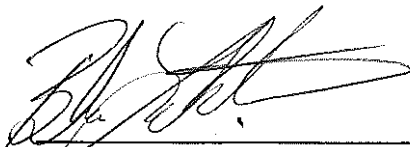
14.4 The withdrawal of a Treaty 8 First Nation from this Protocol Agreement does not terminate this Protocol Agreement as between the other Treaty 8 First Nations and British Columbia.

**15.0 COMING INTO FORCE**

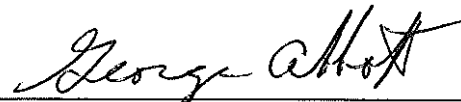
15.1 This Protocol Agreement may be executed in counterparts and/or by facsimile by the Parties.

15.2 This Protocol Agreement comes into force upon signature by the three Chiefs of the Treaty 8 First Nations and British Columbia.


*SIGNED in the presence of:*

  
\_\_\_\_\_  
Witness Date

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, as represented by the Minister Responsible for Aboriginal Relations and Reconciliation

  
\_\_\_\_\_  
Honourable George Abbott


*SIGNED in the presence of:*

  
\_\_\_\_\_  
Witness Date

**DOIG RIVER FIRST NATION** as represented by the Chief

  
\_\_\_\_\_  
Chief Norman Davis


*SIGNED in the presence of:*

  
\_\_\_\_\_  
Witness Date

**PROPHET RIVER FIRST NATION** as represented by the Chief

  
\_\_\_\_\_  
Chief Lynette Tsakoza

*SIGNED in the presence of:*

  
\_\_\_\_\_  
Witness Date

**WEST MOBERLY FIRST NATIONS** as represented by the Chief

  
\_\_\_\_\_  
Chief Roland Willson