

FORESTS AND RANGE RESOURCE MANAGEMENT AGREEMENT

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA**, as represented by
the Minister of Forests and Range
(hereinafter “British Columbia or MFR”)

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. PREAMBLE

- Whereas** The *Constitution Act, 1982*, section 35(1) states, “The existing aboriginal and treaty rights of the aboriginal peoples of Canada are hereby recognized and affirmed”;
- Whereas** The Treaty 8 First Nations are signatories to Treaty No. 8 and have rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*;
- Whereas** British Columbia and the Treaty 8 First Nations are parties to the Amended Economic Benefits Agreement, 2009;

- Whereas** The Parties acknowledge that while forest and range management planning is best carried out with the participation of all users of the resource, some matters are appropriate for a discussion on a government-to-government basis;
- Whereas** This Agreement sets out an arrangement between Treaty 8 First Nations and British Columbia with respect to forest and range management and planning and describes how the Parties will work together;
- Whereas** The Parties acknowledge that British Columbia and First Nations representatives are engaged in discussions to develop a “New Relationship” that may result in new arrangements between the Province and Treaty 8 First Nations in British Columbia; and
- Whereas** The Parties acknowledge that this Agreement reflects the nature of an emerging new relationship between British Columbia and Treaty 8 First Nations.

THEREFORE the Parties agree as follows.

2. DEFINITIONS

2.1 In this Agreement and the Preamble hereto:

“**Administrative and/or Operational Decisions**” means a decision made by the Minister or a DDM related to forest and range resources under the *Forest Act* or the *Range Act* or the *Forest and Range Practices Act* or the *Forest Practices Code of British Columbia Act*, as illustrated in the decision matrix attached as Appendix “B” to this Agreement;

“**Agreement**” means this Forests and Range Resource Management Agreement;

“**Agreement Zones**”, “**Zone A**” and “**Zone B**” means the geographic areas, together and individually, identified for the purposes of this Agreement as Zone A and Zone B on the map attached as Appendix A;

“**Amended EBA, 2009**” and “**AEBA, 2009**” means the Amended Economic Benefits Agreement, 2009 between British Columbia and the Treaty 8 First Nations, effective December 8, 2009;

“**Board**” means the Forests and Range Resource Management Board established pursuant to section 5 of this Agreement;

“**Board Level Consultation**” means the process by which all Treaty 8 First Nations party to this Agreement are consulted as a collective, generally on Administrative Decisions;

“**Co-Chairs**” means the individuals appointed pursuant to section 5 by MFR and the Treaty 8 First Nations to serve as Co-Chairs of the Board;

“**Completed Agreement**” has the meaning set out in the AEBA, 2009;

“Community Level Consultation” means the process by which each Treaty 8 First Nation party to this Agreement is consulted independently, generally on Operational Decisions;

“Consultation Summary” means a summary of all relevant information upon which a DDM will rely, including First Nations’ interests identified during consultation and any potential mitigation or accommodation measures discussed, but excluding any legal analysis;

“Coordinating Lands Office” and **“CLO”** means the office, or its designate, authorized by the Treaty 8 First Nations to provide administrative and operational support to the Treaty 8 First Nations with respect to the implementation of resource management agreements;

“Delegated Decision Maker” and **“DDM”** means a person with authority, as delegated by the Minister, to make statutory decisions in accordance with the *Forest Act* [RSBC 1996] c.157, *Range Act* [SBC 2004] c.71, *Forest Practices Code* [RSBC 1996] c.159, or the *Forest and Range Practices Act* [SBC 2002] c.69, each as may be amended from time to time;

“Effective Date” means the date upon which this Agreement comes into effect under section 19;

“Government to Government Protocol Agreement” means the agreement entered into by British Columbia and the Treaty 8 First Nations, as amended from time to time;

“Initial Impact Review” means the assessment made by MFR at the outset of consultation on the potential adverse impacts of a Crown authorized activity on the exercise of Treaty 8 First Nations’ rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*;

“Meeting” and **“Meet”** means an assembly of representatives of the Parties, in person, by telephone, or teleconference, by videoconference or LiveMeeting, or any other mutually agreed upon mechanisms as appropriate in the circumstances;

“Minister” means the Minister of Forests and Range having the responsibility, from time to time, for the exercise of powers in respect of forests and range matters;

“Parties” means British Columbia and the Treaty 8 First Nations who are signatories to this Agreement and **“Party”** means any one of them, as appropriate to the context; and

“Treaty 8 First Nations” means, for the purposes of this Agreement, the Treaty 8 First Nations who are signatories to this Agreement and **“Treaty 8 First Nation”** means any one of these Parties.

3. PURPOSES

3.1 The purposes of this Agreement are to:

- a. address issues in relation to Administrative and Operational Decisions that may affect the exercise of Treaty 8 First Nations' rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*;
- b. further the objective of reconciliation of rights and interests between British Columbia and Treaty 8 First Nations;
- c. increase Treaty 8 First Nations' opportunities for participation in the forest sector;
- d. promote the management of forests and range in a manner that:
 - i. promotes biodiversity and the sustainable use of British Columbia's forest resources;
 - ii. allows for the continued meaningful exercise of the Treaty 8 First Nations' rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*; and
 - iii. is consistent with the honour of the Crown by according priority where required, with respect to Treaty 8 First Nations' rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*, in a manner consistent with common law principles;
- e. establish mechanisms to provide procedural clarity that will facilitate collaboration between the Parties;
- f. move forward in a timely manner that results in acceptable operational and administrative stability and outcomes rather than litigation;
- g. provide effective, meaningful and collaborative forest and range management and planning;
- h. set out a process for effective and meaningful consultation with respect to potential impacts of Administrative and Operational Decisions on Treaty 8 First Nations' rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*;
- i. improve communications and information exchange (including electronic data transmission) between MFR, provincial agencies and Treaty 8 First Nations; and
- j. further Treaty 8 First Nations' objectives of working toward shared decision-making with respect to forest and range management and planning.

4. INFORMATION MANAGEMENT

- 4.1 The Parties acknowledge that Treaty 8 First Nations' information may be confidential in nature and, if so identified in writing, British Columbia will seek to restrict public access to that information, subject to disclosure requirements under the *Freedom of Information and Protection of Privacy Act*, (RSBC 1996) c.165 and taking into account, in particular, protections accorded by sections 16 and 18 in that Act.
- 4.2 If British Columbia receives a request under the *Freedom of Information and Protection of Privacy Act* for the disclosure of information received from and specifically identified as confidential by a Treaty 8 First Nation, British Columbia will provide that Treaty 8 First Nation with an opportunity to express the First Nation's views regarding any impacts that may arise from the requested disclosure.
- 4.3 The Parties acknowledge that information provided by a Treaty 8 First Nation in the course of a particular consultation process with respect to an Operational or Administrative Decision may not necessarily be relevant for another consultation process and it is open to the Parties to discuss the relevancy of information previously provided by the Treaty 8 First Nation in any subsequent consultation process.
- 4.4 If British Columbia shares information received from a Treaty 8 First Nation pursuant to this Agreement with other ministries or agencies of British Columbia, British Columbia will take reasonable steps to ensure that information shared is provided in the same format as it was received by British Columbia.

5. FORESTS AND RANGE RESOURCE MANAGEMENT BOARD

- 5.1 The Parties agree to establish a Forests and Range Resource Management Board within sixty (60 days) of the Effective Date.

Purpose of the Board

- 5.2 The Board will act as the principal forum between the MFR and the Treaty 8 First Nations on forests and range management and planning.
- 5.3 The Board activities will be consistent with the purposes outlined in section 3 of this Agreement.

Membership of Board

- 5.4 The membership of the Board will consist of one representative from each of the participating Treaty 8 First Nations and an equal number of MFR representatives, for a total of 6 Board members.

- 5.5 MFR and the Treaty 8 First Nations will each appoint one of their Board members to sit as a Co-Chair. Alternate Co-Chairs may be appointed by MFR and the Treaty 8 First Nations from among the Board members.
- 5.6 Ex-officio representatives from the Coordinating Lands Office and MFR may attend Board meetings. The Parties will appoint their own ex-officio representative(s) according to their own internal processes and notify the Co-Chairs of such appointment.
- 5.7 Board members will be named by each of the MFR and the Treaty 8 First Nations in accordance with their respective internal processes and the other Parties will be formally notified.

Meetings and Communication of the Board

- 5.8 The Board will Meet quarterly as priorities and tasks require, and as fiscal resources may permit, and the first Meeting will be held within sixty five (65) days of the Effective Date.
- 5.9 The Board will develop a detailed terms of reference and complete the decision matrix, attached as Appendix B, within 180 days of the Effective Date.
- 5.10 An annual written report on activities of the Board will be prepared by the Co-Chairs and distributed to the Board and the Parties.
- 5.11 Quorum for Board Meetings will consist of four Board members and include a minimum of two members each from MFR and from Treaty 8 First Nations plus at least one Co-Chair.
- 5.12 Representatives may attend Meetings by teleconference, videoconference, LiveMeeting or other communications media agreed upon by the Parties.
- 5.13 Minutes, agendas, reports, and information for Meetings of the Board will be provided to Board members through electronic mail, post, facsimile or other mutually agreed upon methods.

Board Review

- 5.14 A review will be conducted at the one year anniversary of the Effective Date of this Agreement, to consider how the Board is functioning and its value to British Columbia and the Treaty 8 First Nations. Consideration may include but is not limited to:
 - a. coordination of Board activities with efforts by the provincial government and Treaty 8 First Nations to improve and coordinate consultation activities, specifically examining new ways to streamline consultation, improve

communications between the Parties, reduce duplication of effort, and increase the effectiveness of any consultation that is undertaken; and

- b. ensuring that the consultation resources available to the Parties are used most effectively.

Co-Chairs and Minutes

- 5.15 The Co-Chairs will set agendas, ensure Board members have all available relevant documents prior to Meetings, and facilitate Board Meetings.
- 5.16 The responsibility for bringing a minute taker to record minutes for each Meeting will alternate between MFR and Treaty 8 First Nations.
- 5.17 The Co-Chairs will distribute minutes to all Board members within two weeks following the Meeting.
- 5.18 The Co-Chairs will be responsible for ensuring any action items are addressed between Meetings.

Roles and Responsibilities of the Board

- 5.19 The Board may initiate discussion, review and make recommendations on the following:
 - a. forests and range management issues, for example: bioenergy tenures, climate change, compliance and enforcement, ecosystem-based management, forests and range evaluation program, future forests ecosystems initiative, forest health (e.g. mountain pine beetle planning and policy), forest investment account, timber and non-timber values;
 - b. Administrative and Operational Decisions relating to forest and range resources identified in the decision matrix attached as Appendix B;
 - c. development of management approaches including planning, stewardship initiatives, data collection and inventory; and
 - d. other activities or initiatives that may contribute to enhanced collaboration between the Parties with respect to forest and range management and planning.
- 5.20 The Board may make recommendations to Delegated Decision Makers on forest and range practices, management and planning.
- 5.21 The Treaty 8 First Nations may make recommendations to Delegated Decision Makers on forest and range policy and legislation.

6. CONSULTATION/ACCOMMODATION

Purpose

- 6.1 This section sets out the Parties' intentions to pursue effective, efficient and meaningful consultation and, in situations where it is appropriate to do so, to seek to find appropriate accommodation outcomes.
- 6.2 The consultation and, as appropriate, accommodation processes will include a consideration of the degree to which an Administrative or Operational Decision impacts the Treaty 8 First Nations' rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*.
- 6.3 Section 6 applies to MFR/Treaty 8 First Nations consultation and, as appropriate, accommodation within the Agreement Zones, for those Administrative and Operational Decisions set out in the decision matrix attached as Appendix B to this Agreement, as may be amended from time to time by the Parties.
- 6.4 MFR will give the Treaty 8 First Nations written notice of pending Administrative and Operational Decisions in the area outlined as Zone B on the map depicted in Appendix A.
- 6.5 If consultation is requested by a Treaty 8 First Nation after receipt of a written notice under section 6.4, MFR will consult based on the procedures outlined in section 6 of this Agreement.

Principles

- 6.6 The Parties wish to maintain respectful relations with each other and to interact in a fair, open and transparent manner.
- 6.7 In accordance with the applicable legal principles, MFR will seek to avoid or mitigate any potential adverse impacts of Treaty 8 First Nations' rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982* that may occur as a result of the Administrative and Operational Decisions outlined in Appendix B.
- 6.8 In carrying out the consultation under this Agreement, and any accommodation that may be appropriate in the particular circumstances of a given Administrative or Operational Decision, MFR and the Treaty 8 First Nations will follow this Agreement in a manner that is consistent with applicable legal principles established by the courts.
- 6.9 The Parties acknowledge that each has its own internal processes and constraints and that reasonable efforts will be made to not unreasonably delay or unreasonably expedite the processes set out in this Agreement.
- 6.10 The Parties recognize that the nature and scope of engagement may vary depending on the matter to be decided.

- 6.11 The Parties will consult in a mutually respectful manner, striving to achieve:
- a. an understanding by all Parties of the matter to be decided;
 - b. clear communications between the Parties; and
 - c. an appreciation of the need to find workable approaches and solutions to accommodate and/or mitigate any potential adverse impacts of Treaty 8 First Nations' rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*.

Procedures

- 6.12 These procedures may be modified by the Parties by written agreement, in particular circumstances, to address a particular Administrative and/or Operational Decision.
- 6.13 The Parties intend that the procedures outlined in sections 6.13 to 6.21 are to be followed for consultation related to Administrative and/or Operational Decisions in Zone A and, subject to sections 6.4 and 6.5, in Zone B.
- 6.14 Correspondence directed to the individual Treaty 8 First Nations may be addressed to a specific First Nation delegate or alternate, as selected by Chief and Council, and will be copied to Chief and Council.
- 6.15 In accordance with section 12.2, the Board may establish topic-specific or region-specific ad hoc working groups or standing committees to report to the Board as required, commission expert reports or studies, conduct site visits, and invite experts to inform the Board as resources permit and circumstances require. Funding will not be provided by MFR for these activities.
- 6.16 By mutual agreement of the Co-Chairs, guests may be invited to attend Board Meetings.
- 6.17 The Chief Forester and other Delegated Decision Makers may be invited to attend Meetings.
- 6.18 MFR will consult with Treaty 8 First Nations at the Board level based on the Board Level Consultation procedures as identified in section 6.22.
- 6.19 The Board will strive to provide joint recommendations to the Delegated Decision Maker and the Treaty 8 First Nations. In the event that the Board cannot agree on a joint recommendation, the Parties may each provide a recommendation to the Delegated Decision Maker.
- 6.20 The Co-Chairs will provide in writing any joint recommendations of the Board to the relevant Delegated Decision Maker and the Treaty 8 First Nations.

6.21 MFR will give notice to the individual Treaty 8 First Nations as soon as it is reasonably aware of any new initiatives, policies or legislative and/or regulatory changes that could impact Treaty 8 First Nations' rights recognized and affirmed by section 35(1) of the *Constitution Act 1982*.

6.22 Board Level Consultation procedures are:

a. **Level 1**

- i. Notice is given of a completed Administrative or Operational Decision to the individual Treaty 8 First Nations and is copied to the Coordinating Lands Office. Although the Board may comment a response is not expected.

b. **Level 2**

- i. Notice is given of a pending Administrative or Operational Decision to the individual Treaty 8 First Nations and to the Coordinating Lands Office for all expedited consultation processes (anticipated to be less than 10 days). MFR will provide justification for the expedited process by describing the urgency or threat that is said to necessitate the expedited process.

c. **Level 3**

- i. Notice is given of a pending Administrative or Operational Decision to the Treaty 8 First Nation Parties on the Board, and copied to the Coordinating Lands Office, along with an information package with the following information, either within a letter or as an attachment to it:
 - an Initial Impact Review;
 - a summary of available relevant information of which MFR is aware;
 - readily-identifiable likely impacts of a proposed Administrative or Operational Decision on the exercise of a Treaty 8 First Nations' rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*;
 - the nature of the Administrative or Operational Decision being considered;
 - where appropriate a digital shape file of the proposed project, together with a paper map; and
 - MFR's intended timelines for decision-making.

- ii. The Parties may hold Meetings, site visits, teleconferences, video conferences, or use other mechanisms to clarify interests, impacts, options, and additional relevant information requirements, and Delegated Decision Makers may be invited to attend Meetings.
 - iii. A Consultation Summary will be provided to the Treaty 8 First Nations at the Board prior to a recommendation being made to the DDM. If a Treaty 8 First Nation has any concerns with the Consultation Summary or wants to clarify its interests it will respond to MFR within 10 business days.
 - iv. British Columbia will provide to each Treaty 8 First Nation written reasons setting out its rationale for its decision, including how the Treaty 8 First Nations identified interests were addressed.
- d. **Level 4**
- i. Includes the items in Level 3.
 - ii. The Parties will make reasonable efforts to engage in a full discussion around a proposed Administrative and Operational Decision, including a meaningful discussion of any avoidance, mitigation and/or accommodation options, as appropriate. Reasonable efforts will be made to provide relevant information to the Board, with the understanding that new research is not likely to be initiated on a pending Administrative or Operational Decision.
 - iii. Where the Parties identify mitigation or accommodation options in joint recommendations to the Delegated Decision Maker, this will form part of the Consultation Summary to the Delegated Decision Maker.
 - iv. Where the Parties cannot agree to joint recommendations the Parties may independently forward their recommendations to the Delegated Decision Maker.

6.23 Community Level Consultation procedures are:

- a. **Level 1**
 - i. Notice is given to a Treaty 8 First Nation of a completed Administrative or Operational Decision. Although the Treaty 8 First Nation may comment, a response is not expected.
- b. **Level 2**
 - i. Notice is given to a Treaty 8 First Nation of a pending Administrative or Operational Decision for expedited consultation processes (anticipated to be less than 10 days). MFR will provide justification for the expedited

process by describing the urgency or threat that is said to necessitate the expedited process.

c. **Level 3**

- i. Notice is given of a pending Administrative or Operational Decision to the individual Treaty 8 First Nations, and copied to the Coordinating Lands Office, along with an information package with the following information, either within a letter or as an attachment to it:
 - an Initial Impact Review;
 - a summary of available relevant information of which MFR is aware;
 - readily- identifiable likely impacts of a proposed Administrative or Operational Decision on the exercise of a Treaty 8 First Nations' rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*;
 - the nature of the Administrative or Operational Decision being considered;
 - where appropriate a digital shape file of the proposed project, together with a paper map; and
 - MFR's intended timelines for decision-making.
- ii. A Treaty 8 First Nation will respond to receipt of a letter and the information package stating either that the information received is adequate or that additional relevant information is required, with the understanding that new research is not likely to be initiated on a pending Administrative and/or Operational decision. If additional relevant information is requested, MFR's timelines will be adjusted accordingly, provided that the request for additional information is not unreasonable.
- iii. The Parties may hold Meetings, site visits, teleconferences, video conferences, or use other mechanisms to clarify interests, impacts, options, and additional information requirements, and Delegated Decision Makers may be invited to attend Meetings.
- iv. A Consultation Summary will be provided to the Treaty 8 First Nation prior to a recommendation being forwarded to a DDM. If a Treaty 8 First Nation has any concerns about the Consultation Summary or wants to clarify its interests it will respond within 10 business days.
- v. British Columbia will provide to the Treaty 8 First Nation written reasons setting out its rationale for its decision, including how the Treaty 8 First Nations identified interests were addressed.

d. **Level 4**

- i. Includes the items in Level 3.
 - ii. The Parties will make reasonable efforts to engage in a full discussion of the proposed Administrative or Operational Decision, the likely impacts on the exercise of Treaty 8 First Nations' rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*, and any mitigation or accommodation, as may be appropriate.
 - iii. Where the Parties identify mitigation or accommodation options or recommendations, this will be reflected in the MFR Consultation Summary that is submitted to the Delegated Decision Maker.
- 6.24 MFR will consult with individual Treaty 8 First Nations, within Zones A and B in the Appendix A map, based on information MFR already has about the Treaty 8 First Nation's areas of interest and any new information received from the Treaty 8 First Nation, instead of consulting with each and every Treaty 8 First Nation on all Administrative and Operational Decisions.
- 6.25 If a Treaty 8 First Nation requests another Treaty 8 First Nation to be consulted on a particular matter, MFR will consider initiating consultation with that other Treaty 8 First Nation if MFR agrees that it is appropriate to do so in the circumstances.
- 6.26 In the event that no response or request for an extension of time is provided by a Treaty 8 First Nation following receipt of the identified MFR timelines in the information package, MFR will send a notice of its intention to proceed with the Administrative or Operational Decision.

Acknowledgement

- 6.27 The Parties agree that this Agreement describes a framework and process, which, if followed, will meet any obligations of the Crown to consult with the Treaty 8 First Nations with respect to Administrative and Operational Decisions.

7. OTHER FIRST NATIONS

- 7.1 British Columbia must fulfil any constitutional obligations it may have to consult with other First Nations who are not party to this Agreement with respect to Administrative and Operational Decisions relating to forest and range resources in the Northeast Region.

8. WORKING RELATIONSHIPS

- 8.1 The Parties will work together to develop practical and workable approaches for building capacity and approaches related to the management and planning of sustainable forests and range, within the context of the current legislative framework through:
- a. training, development and information workshops;
 - b. organizing staff exchanges and secondments;
 - c. creating appropriate opportunities for the Parties' staff to participate in each other's regional and local staff Meetings.
- 8.2 The Parties agree to jointly promote positive working relationships between the Parties through initiatives such as:
- a. annual cultural awareness workshops;
 - b. informal gatherings;
 - c. organizing tours of the Parties' respective offices for each other's staff; and
 - d. other activities that promote mutual trust and understanding.

9. TRAINING AND EMPLOYMENT

- 9.1 The Parties agree to work together, subject to availability of funding, to identify and develop opportunities for education and training of Treaty 8 First Nation members to qualify them for employment or other participation in forests and range management which may include:
- a. working together with third parties to establish or identify existing scholarships, bursaries or other such mechanisms for educational financial support;
 - b. raising awareness within the Treaty 8 First Nations communities of training or employment opportunities; and
 - c. developing programs to encourage Treaty 8 First Nation members to participate in forest management, mapping, compliance and enforcement including, but not limited to:
 - i. mentoring;
 - ii. job shadowing;
 - iii. sponsorship;

- iv. work experience; and
- v. apprenticeship.

10. TENURE

- 10.1 During the term of this Agreement, the Parties agree to discuss tenure opportunities, which may include discussion of opportunities for export licenses, area based tenures, and/or replaceable tenures.
- 10.2 Subject to there being available timber volume, MFR may invite the Treaty 8 First Nations to apply for forest tenures, of a term and volume to be determined after discussion by the Parties.

11. COSTS AND PROJECT FUNDING

- 11.1 Each Party will be responsible for its own costs to participate in the processes contemplated under this Agreement.
- 11.2 The Parties agree to work cooperatively in seeking funds for projects related to processes established under this Agreement as may be necessary from time to time.
- 11.3 As soon as possible after signing this Agreement and annually thereafter, MFR will seek to initiate 'Forest and Range Evaluation Program resource value projects', with Treaty 8 First Nations participation, subject to funding and resourcing.

12. DISPUTE RESOLUTION

- 12.1 The dispute resolution processes described below apply to disputes arising out of the implementation or interpretation of this Agreement.
- 12.2 Any Party may give written notice of a dispute to the other Parties, which notice must include a summary of the particulars of the dispute.
- 12.3 In the event that a dispute arises between the Parties regarding the interpretation or implementation of this Agreement, the Parties agree to the following process as a means to endeavour to resolve the dispute:
 - a. the dispute will be referred to the Board;
 - b. the Board will Meet as soon as practicable and make reasonable efforts to resolve the dispute informally by making a consensus recommendation to the Parties;

- c. if a consensus recommendation is not forthcoming from the Board within 30 Days, any Party may refer the dispute to the Treaty 8-Northeast Managers Committee for resolution in accordance with the Government to Government Protocol Agreement, or may elevate the dispute to other senior levels of the government of British Columbia and Treaty 8 First Nations, for further discussion and potential resolution as per section 6 of the Government to Government Protocol Agreement, or seek mediation under section 12.4; and
 - d. If a consensus recommendation is not forthcoming from the Treaty 8-Northeast Managers Committee members, within 30 Days, any Party may refer the dispute to other senior levels of the government of British Columbia and Treaty 8 First Nations, for further discussion and potential resolution as per section 7 of the Government to Government Protocol Agreement, or seek mediation under section 12.4.
- 12.4 If the processes described in this Part fail to resolve the dispute, any Party may request non-binding mediation by an independent mediator and if all Parties agree to refer the dispute to non-binding mediation, the mediation will be conducted in accordance with sections 10.5 to 10.11 of the AEBA, 2009.
- 12.5 Each Party participating in the mediation will bear its own costs of participation, and British Columbia will bear one-half of the expenses and fees of the mediator and those Treaty 8 First Nations that have not withdrawn from this Agreement, that have participated in the mediation will bear the other one-half of expenses and fees of the mediator.
- 12.6 In the event that there is no mediation of the dispute or if the mediation is unsuccessful, any Party may make application to a court of competent jurisdiction to resolve the interpretation of this Agreement.
- 12.7 For greater certainty, the dispute resolution processes set out in this section **are not applicable** to situations where one or more of the Treaty 8 First Nations disagree(s) with the decision of a DDM, including the adequacy of any measures taken to accommodate the potential adverse impact on a Treaty 8 First Nations' right recognized and affirmed by section 35(1) of the *Constitution Act, 1982*, or any other concerns of the Treaty 8 First Nation(s).
- 12.8 The Parties will endeavour to resolve issues or disputes that may arise about the Agreement or its implementation in a timely manner, and in a way that fosters an improved, ongoing, and respectful government-to-government relationship between British Columbia and the Treaty 8 First Nations.

13. AMENDMENT

- 13.1 The Parties will review this Agreement, and, at the request of either the Treaty 8 First Nations or British Columbia, negotiate and attempt to reach agreement on any proposed amendments, but not more frequently than annually.
- 13.2 If any new provincial initiative applicable to forests and range management and/or planning results in opportunities for the Parties to enhance their relationship with respect to forests and range management and planning, the Parties will discuss such provincial initiatives and may agree to amend this Agreement to take advantage of those new opportunities.
- 13.3 If the location of the western boundary of the geographic area of Treaty No. 8 within British Columbia is eventually agreed upon amongst British Columbia and the Treaty 8 First Nations or is fully and finally determined by a court of competent jurisdiction, in a judgment binding on British Columbia and one or more of the Treaty 8 First Nations, then this Agreement will be amended in a manner consistent with the boundary so determined.
- 13.4 Any amendment to this Agreement must be in writing and duly signed by the Parties.

14. NATURE AND INTERPRETATION OF THIS AGREEMENT

- 14.1 This Agreement is not a treaty or a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*
- 14.2 Nothing in this Agreement is to be interpreted as defining, creating, recognizing, suspending, affirming, denying, derogating from, abrogating or amending any existing Treaty 8 First Nations' rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*.
- 14.3 This Agreement is not intended to in any way prejudice, limit, or detract from the ability or right of the Treaty 8 First Nations to litigate or otherwise advocate any claims of the Treaty 8 First Nations' rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*, with respect to Administrative and Operational Decisions.
- 14.4 Nothing in this Agreement is intended, nor will it be deemed, to fetter or derogate from any statutory, regulatory or delegated authority under provincial legislation.
- 14.5 British Columbia and the Treaty 8 First Nations acknowledge that they have differing positions regarding the interpretation of Treaty No. 8 and the interpretation of section 35(1) of the *Constitution Act, 1982*, and that nothing in this Agreement, and in particular Appendix A, is an admission of fact or liability by British Columbia or the Treaty 8 First Nations, or an admission of the position of the other.

- 14.6 British Columbia and the Treaty 8 First Nations acknowledge that they have differing positions regarding the location of the western boundary of the geographic area of Treaty No. 8 and that nothing in this Agreement, and in particular Appendix A, is an admission of fact or liability by British Columbia or the Treaty 8 First Nations, or an admission of the position of the other.
- 14.7 Nothing in this Agreement is to be construed as an acknowledgement or acceptance by British Columbia of Treaty 8 First Nations' assertions of Aboriginal rights or title or an admission of fact or liability, including, without limitation, claims for compensation of any kind arising in relation to such assertions.
- 14.8 This Agreement does not limit the position that a Party may take in future negotiations or court actions or constitute any admission of fact or liability.
- 14.9 This Agreement does not oblige Treaty 8 First Nations or British Columbia to act in a manner inconsistent with their lawful obligations.
- 14.10 All headings in this Agreement are inserted as a matter of convenience only and do not define, limit, enlarge, modify or explain the scope or meaning of this Agreement or any of its provisions.
- 14.11 In this Agreement, words in the singular include the plural and words in the plural include the singular unless the context or any specific definition otherwise requires.
- 14.12 This Agreement will be governed by the applicable laws of British Columbia, Canada and the constitutionally confirmed Treaty 8 First Nations' rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*.
- 14.13 For clarity, nothing in this Agreement affects British Columbia's or a Treaty 8 First Nation's ability to respond to any exceptional or emergency circumstance.
- 14.14 Appendix A forms part of this Agreement. Appendix B is for illustrative purposes only and does not form part of this Agreement.
- 14.15 This Agreement is a Completed Agreement for the purposes of the Amended EBA, 2009.
- 14.16 The Parties acknowledge that this Agreement will not affect any ownership or proprietary rights the Treaty 8 First Nations may have in the information provided by the Treaty 8 First Nations in the course of the consultation processes under this Agreement.

15. TERM AND TERMINATION

- 15.1 This Agreement will take effect on the Effective Date and will terminate on March 31, 2022, unless it is terminated earlier in accordance with section 15.2.

- 15.2 The Treaty 8 First Nations or British Columbia may terminate this Agreement prior to March 31, 2022, by giving the other Parties 60 days' written notice of the intent to terminate the Agreement and the reasons for terminating the Agreement.
- 15.3 A Treaty 8 First Nation may withdraw from this Agreement by giving each remaining Treaty 8 First Nation and British Columbia 60 days' written notice of the intent to withdraw from the Agreement and the reasons for withdrawing from the Agreement.
- 15.4 The withdrawal of a Treaty 8 First Nation from this Agreement does not terminate this Agreement as between the remaining Treaty 8 First Nations and British Columbia.

16. COMMUNICATIONS

- 16.1 Where in this Agreement any notice or other communication is required to be given by MFR or the Treaty 8 First Nations, other than pursuant to section 5 and the consultation process in section 6, it will be made in writing, and given in accordance with this section. It will be effectively given on the day it is received:
- a. by pre-paid registered mail to the respective addresses set out below; or
 - b. by facsimile to the respective facsimiles numbers set out below.
- 16.2 The address and facsimile of MFR and each of the Treaty 8 First Nations are set out below and may be changed by giving formal notice under this section.

British Columbia
Deputy Minister
Ministry of Forests and Range
PO Box 9049, Stn Prov Govt
Victoria, BC V8W 9E2
Facsimile: 250-387-1040

Doig River First Nation
PO Box 56
Rose Prairie, BC, V0C 2H0
Facsimile: 250-827-3776

Prophet River First Nation
PO Box 3250
Fort Nelson, BC, V0C 1R0
Facsimile: 250-773-6556

West Moberly First Nations
PO Box 90
Moberly Lake, BC, V0C 1X0
Facsimile: 250-788-3663

Coordinating Lands Office
Treaty 8 Tribal Association
10233 100th Avenue
Fort St. John, BC V1J 1Y8
Facsimile: 250-785-2021

17. REPRESENTATIONS AND WARRANTIES

- 17.1 Each Treaty 8 First Nation represents and warrants that its Chief or duly assigned Councillor has the authority to sign this Agreement on behalf of their First Nation as evidenced by a Band Council Resolution.
- 17.2 Each Treaty 8 First Nation represents and warrants that the Treaty 8 First Nation has the authority and legal capacity to enter into this Agreement and to carry out its provisions on behalf of the Treaty 8 First Nation and any individual member or groups of members of the respective Treaty 8 First Nations.
- 17.3 The Minister is authorized to sign this Agreement on behalf of British Columbia.

18. SIGNING /EFFECTIVE DATE

- 18.1 This Agreement may be signed in counterparts or by facsimile by the Parties.
- 18.2 The Agreement comes into effect upon signature by British Columbia and the three Chiefs of the Treaty 8 First Nations who are party to it.

SIGNED this ____ day of _____ 2010 in the presence of:

DOIG RIVER FIRST NATION,
as represented by the Chief

Witness

Chief Norman Davis

SIGNED this ____ day of _____ 2010 in the presence of:

PROPHET RIVER FIRST NATION,
as represented by the Chief

Witness

Chief Lynette Tsakoza

SIGNED this ____ day of _____ 2010 in the presence of:

WEST MOBERLY FIRST NATIONS,
as represented by the Chief

Witness

Chief Roland Willson

Signed on behalf of British Columbia:

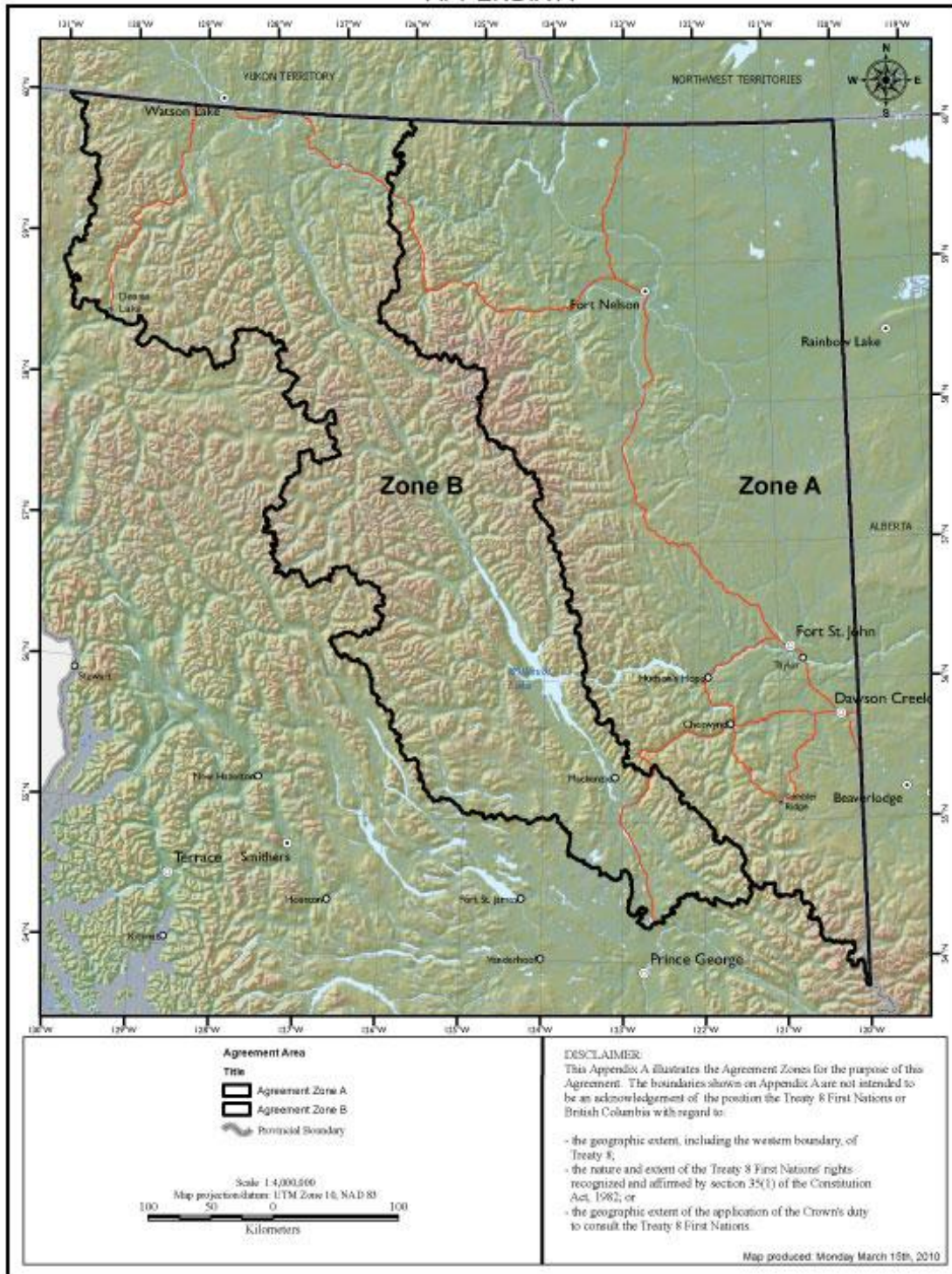
SIGNED this ____ day of _____ 2010 in the presence of:

**HER MAJESTY THE QUEEN IN
RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA,** as represented
by the Minister of Forests and Range

Witness

Honourable Pat Bell

APPENDIX A



APPENDIX B:

MATRIX: GUIDANCE FOR CONSULTATION PROCESSES ON MFR DECISIONS

NOTE: When completed this Matrix will specify which Administrative and Operational Decisions will generally be initiated at the community level and which will generally go to the Board. However, it is recognized that in certain locations, on a case by case basis, the consultation spectrum levels may have to be amended to ensure the consultation process addresses a Treaty 8 First Nation's interests.

Overview of consultation actions: At the start of each calendar year, MFR will provide an annual list of anticipated Administrative Decisions to the Treaty 8 First Nations and CLO. Treaty 8 First Nations will be consulted on decisions specified in the attached matrix table. Consultation will be focused in those areas to which MFR already consults with the Treaty 8 First Nations modified from time to time by new information from a Treaty 8 First Nation.

Administrative and Operational Decision Definition: One made by the Minister or a Delegated Decision- maker related to forest and range resources under the *Forest Act* or the *Range Act* or the *Forest and Range Practices Act* or the *Forest Practices Code of British Columbia Act*. This Matrix may be amended from time to time to include all MFR Administrative and Operational Decisions, which may change from time to time.

Delegated Decision Maker: In practice, the Minister normally delegates to either the Regional Executive Director or the Forest Service District Manager (also, in some cases the BC Timber Sales Manager) the authority to make decisions under the *Forest Act*, *the Range Act*, *the Forest Practices Code* or *the Forest and Range Practices Act (FRPA)*. The matrix identifies the DDM's office. The following list is the corresponding DDM in each office who is ultimately responsible for consultation: region (Regional Executive Director), district (District Manager), BC timber sales (Timber Sales Manager) or branch (e.g. Chief Forester). Where brackets () are indicated under the Lead Consultation column this indicates that these individuals/offices may assist where requested or required.

ACRONYMS

AAC	Annual Allowable Cut
BCTS	British Columbia Timber Sales
CFA	Community Forest Agreement
CP	Cutting Permit
DM	District Manager
DDM	Delegated Decision Maker
FDP	Forest Development Plan
FL	Forest License
FLtC	Forest License to Cut
FN	First Nation
FRA	Forests and Range Agreement
FRPA	Forests and Range Practices Act
FSP	Forest Stewardship Plan
FRO	Forests and Range Opportunities Agreement
MFR	Ministry of Forests and Range
MSP	Mechanical Site Preparation
NRFL	Non-Replaceable Forest License
PMP	Pest Management Plan
RED	Regional Executive Director
RM	Regional Manager
SDM	Statutory Decision Maker
SSS	Small Scale Salvage
SUP	Special Use Permit
TFL	Timber Farm License
TSL	Timber Sale License
TSM	Timber Sales Manger
TSR	Timber Supply Review
WL	Woodlot License
WLP	Woodlot License Plan

AAC ADMINISTRATIVE DECISIONS:

Decision description		Responsibility				Consultation spectrum #		PROPOSED CONSULTATION ACTION	
R - Region, D - District, B – Branch; RTEB – Resource, Tenures & Engineering Branch; En - Engineering, Te - Tenures, Ra - Range, St - Stewardship/ Planning/ recreation, (L) - Licensee (assists in referral process); Ts – BC Timber Sales; C – Community, Bd - Board									
AAC Decisions	Category	Authority		Program	Lead Consultation				
		SDM/DDM/TSM	Lead Office		MFR	Treaty 8			
AAC: TSR Reviews	Admin	Chief Forester	B	St	St D (L/Ts)	Bd			
AAC Uplift disposition	Admin	Regional Manager	R	Te	D (Te R)	Bd			
AAC Transfer (S. 18 Forest Act)	Admin	Regional Manager	R	Te	D (Te R) (L)	Bd			
AAC TSR re-apportionment	Admin	Minister	R	Te	D (Te R) (L)	Bd			
AAC: TSA license consolidation or subdivision	Admin	Regional Manager	B & R	Te	D (Te R)	Bd			
TFL Transfer	Admin	Director	RTEB	Te	D	Bd			
TFL Private Land Deletions	Admin	Regional Manager	R	Te	D (Te)	Bd			

COMMUNITY FOREST AGREEMENT (CFA) TENURE DECISIONS:

Decision Description		Responsibility					Consultation Required? (if yes indicate Consultation spectrum #)	PROPOSED CONSULTATION ACTION
		R - Region, D - District, B – Branch; En - Engineering, Te - Tenures, Ra - Range, St - Stewardship/ Planning/ recreation, (L) - Licensee (assists in referral process); Ts – BC Timber Sales; C – Community, Bd - Board						
CFA Tenure Decisions	Category	Authority		Program	Lead Consultation			
		SDM/DDM/TSM	Lead Office		MFR	Treaty 8		
Minister has invited applicant to apply for CFA	Admin	Minister	B	Te	Te D (Te R)	Bd		Consultation occurs during consultation process for AAC TSR apportionment
CFA area recommendation by DM, and Expansion of CFA area	Admin	District Manager	D	Te St	Te D	Bd		District works with proponent prior to the application being submitted, includes consultation with FN on area and includes Management Plan proposed. Consulting on Boundary.
CFA Offer Proponent's application is received by Region. & Region recommends to Minister	Admin	Regional Manager	R	Te	D	C		Information sharing has occurred by proponent and DM consulting on area.
Region provides CFA license to proponent-upon Minister directing the CFA award	Admin	Regional Manager	R	Te	D	C		
CFA management plan approval and amendments	Admin	Regional Manager	R	Te/St	D (Te R)	C		
Interim assessment of CFA	Admin	Regional Manager	R	Te	D (Te R)	C		
CFA AAC determination	Admin	Regional Manager	R	Te/St	D (Te R)	C		

FOREST TENURE DECISIONS:

Decision Description		Responsibility					Consultation Required? (if yes indicate Consultation spectrum #)	PROPOSED CONSULTATION ACTION
		R - Region, D - District, B – Branch; En - Engineering, Te - Tenures, Ra - Range, St - Stewardship/ Planning/ recreation, (L) - Licensee (assists in referral process); Ts – BC Timber Sales; C – Community, Bd - Board						
Forest Tenure Decisions	Category	Authority		Program	Lead Consultation			
		SDM/DDM/TSM	Lead Office		MFR	Treaty 8		
Non Replaceable FL issuance	Admin	Regional Manager	R	Te	D (Te R)	Bd		
FL Replacement	Admin	Regional Manager	R	Te	D (Te)	Bd		
NRFL or FL Transfer		Minister	B	Te	D (Te)	Bd		
NRFL or FL major Amendment	Admin	Regional Manager	R	Te	D (Te)	Bd		
Timber Sale License issuance	Admin	Timber Sales Manager	Ts	Ts	Ts	C		
Timber Sale Licence transfer or major amendment	Admin	Timber Sales Manager	Ts	Ts	TS	C		
TSL Conversion	Admin	Regional Manager	R	Te	Te D	C		
New FSP/SFMP ¹	Operational	District Manager	D	Te/St	Te D (L/Ts)	Bd		
FLTC transfer	Admin	Regional Manager	R	Te	D (Te)	Bd		
FLTC major amendment	Admin	RM or DM	R/D	Te / D	D (TE)	Bd		
FSP Amendment	Operational	District Manager	D	Te/St	Te D (L/Ts)	Bd		
Operational plan major amendments	Operation	District Manager	D	Te/St	Te D (L/Ts)	C		

¹ The Sustainable Forest Management Plan (SFMP) is authorized under the Fort St John Pilot Project Regulation

TFL Replacement	Admin	Minister	B	Te	D	Bd		
Salvage NRFL	Admin	Regional Manager	R	Te	D	C		Expedited process 30 days.
Community salvage license issuance and licence amendments	Admin	Regional Manager	R	Te	D	C		
Salvage Plan Amendments	Operational	District Manager	D	Te/St	D (L/Ts)	C		Smaller: Available on request/or expedited: Small area/amount: e.g. 1 ha, 2000 m3. If close to known arch site contact FN. Expedited process: 10-30 days. Suppression mode: 10 days. Normal 60 day review: for salvage mode: may be expedited to 30 days as justified for forest management concern. NOTE: MFR chooses to delegate to Licensee review/comment of plans with FN. MFR reviews submitted plan amendments and follows-up on any outstanding items.
Operational plan minor amendments	Operational	District Manager	D	Te/St	Te D	C		
Small Scale Salvage FLtC Forest License to cut	Admin	District or Regional Manager	D & R	Te	Te D	C		Available upon request & notification. Or, if close to a known arch site, or other known FN concern, then consult with FN on expedited 10 day process. Provide annual letter with summary list of previous year's SSS to FN and inform of proposed strategy for upcoming year. Provide overview map of beetle impact.
FLtC non-SSS	Admin	District or Regional Manager	D	Te	Te D	C		Non-salvage FLtC should be assessed on a case-by-case basis.

BCTS FLtC	Admin	Timber Sales Manager	Ts	Ts	Ts	C		
District Small Scale Salvage Strategic Plan	Admin	District Manager	D	Te/St	D (Te R)	C		
Salvage- Blanket CP's for Majors	Operational	District Manager	D	Te	Te D (L)	C		Assumption that this is covered during annual plan consultation process.
CP issuance	Admin	District Manager	D	Te	Te D	C		
CP amendments (major)	Operational	District Manager	D	Te	Te D (L)	C		
Road Permits	Operational	District Manager Or Timber Sales Manager	D Ts	En Ts	En D Ts	C		
Access management/ road deactivation	Operational	District Manager Or Timber Sales Manager	D Ts	En Ts	En D(L) Ts	Bd		Consultation occurs through FSP and annual plans. DM must consider if consultation has been adequate. Access is a common concern for First Nations so an annual discussion about access management is encouraged, and higher level consultation for known sensitive areas.

FOREST TENURE DECISIONS:

Decision Description		Responsibility <small>R - Region, D - District, B – Branch; En - Engineering, Te - Tenures, Ra - Range, St - Stewardship/ Planning/ recreation, (L) - Licensee (assists in referral process); Ts – BC Timber Sales; C – Community, Bd - Board</small>					Consultation Required? (if yes indicate Consultation spectrum #)	PROPOSED CONSULTATION ACTION
Forest Tenure Decisions	Category	Authority		Program	Lead Consultation			
		SDM/DDM/TSM	Lead Office		MFR	Treaty 8		
Occupant License to Cut issuance	Admin	District Manager	D	Te	D Occupant *	C		
Misc (special use permits, Christmas tree, firewood permits)	Admin	District Manager	D	Te	Te D	C		MFR doesn't currently track firewood or Christmas tree permits.
Free Use Permit issuance/SUP's	Admin	District Manager	D	Te	Te D	C		Available on request.
TFL Management Plan	Operational	Chief Forester	B	Te/St	D	Bd		

* The lead for the Occupant is their agency. For example, if the Occupant is a mines proponent, their lead agency would be the Ministry of Energy, Mines and Petroleum Resources.

WOODLOT TENURE DECISIONS:

Decision Description		Responsibility					Consultation Required? (if yes indicate Consultation spectrum #)	PROPOSED CONSULTATION ACTION
		R - Region, D - District, B – Branch; En - Engineering, Te - Tenures, Ra - Range, St - Stewardship/ Planning/ recreation, (L) - Licensee (assists in referral process); Ts – BC Timber Sales; C – Community, Bd - Board						
Woodlot Tenure Decisions	Category			Program	Lead Consultation			
		SDM/DDM/TSM	Lead Office		MFR	Treaty 8		
New woodlot: opportunity/ and new woodlot management plan (sets AAC)	Admin	Regional Manager	R	Te/St	Te D	Bd		Consultation occurs prior to advertising. Consult on potential locations. Consult on potential AAC and size.
Award of Woodlot	Admin	District Manager	R & D	Te	Te D	C		Consultation will have occurred prior to woodlot opportunity advertisement.
Direct award of woodlot through FRA/FRO process	Admin	District Manager	R	Te	Te R	C		Annual list and Meetings.
Woodlot Top Ups (area increases, AAC increases)	Admin	District Manager	D	Te	Te D	C		
Woodlot minor boundary change	Admin	District Manager	D	Te	Te D	C		Available on request. Annual list and Meetings.
Woodlot Replacement	Admin	District Manager	D	Te	Te D	C		Annual letter to notify Bands that list of woodlot replacements is to occur and to request they contact MFR if they would like to discuss further, otherwise MFR will carry out replacement by certain date. Annual list and Meetings.
Existing and New Woodlot Management Plans & amendments	Admin	District Manager	D	Te/St	Te D (L)	Bd		Available on request.
Woodlot Transfers	Admin	Regional Manager	R	Te	D (Te)	Bd		

Woodlot Private Land Deletions	Admin	Regional Manager	R	Te	D (Te)	Bd		
Woodlot FDP/WLP submissions, and amendments	Operational	District Manager	D	Te/St	Te D	C		

FOREST HEALTH & SILVICULTURE DECISIONS:

Decision Description		Responsibility					Consultation Required? (if yes indicate Consultation spectrum #)	PROPOSED CONSULTATION ACTION
		R - Region, D - District, B – Branch; En - Engineering, Te - Tenures, Ra - Range, St - Stewardship/ Planning/ recreation, (L) - Licensee (assists in referral process); Ts – BC Timber Sales; C – Community, Bd - Board						
MFR BACKLOG Activities:	Category			Program	Lead Consultation			
		SDM/DDM/TSM	Lead Office		MFR	Treaty 8		
Forests for Tomorrow/BCTS Silv MSP Snag falling Brushing Fertilization/Planting	Admin/ Operational		B & R Ts	St Ts	St R Ts	Bd		Policy is evolving. DM makes decision regarding adequacy of consultation. Level of consultation may vary depending upon the activity being proposed.
Bark Beetle Regulation (decision to provide an exemption to plan)	Admin/ Operational	District Manager	D	Te	D	C		Expedited process: 30 days. Licensees to send map to MFR the MFR sends to Bands to show proposed locations of Licensee to apply Bark Beetle Regs. MFR offers to consult.

Notes for forest health and silviculture decisions: Licensee and BCTS silviculture and Forest Health activities: This is not MFR decision. Information sharing could occur during FDP/ FSP and/or Ministry of Environment consultation during PMP approval process. FN could request site plans of licensees and BCTS. section 25 (FRPA) sanitation exemption decision may require a deep level of consultation, will evaluate in future.

RANGE DECISIONS:

Decision Description		Responsibility					Consultation Required? (if yes indicate Consultation spectrum #)	PROPOSED CONSULTATION ACTION
		R - Region, D - District, B – Branch; En - Engineering, Te - Tenures, Ra - Range, St - Stewardship/ Planning/ recreation, (L) - Licensee (assists in referral process); Ts – BC Timber Sales; C – Community, Bd - Board						
Range Tenure Decisions	Category			Program	Lead Consultation			
		SDM/DDM/TSM	Lead Office		MFR	Treaty 8		
New range tenure vacancy (<i>relinquished tenure</i>)	Admin	District Manager	D	Ra	Ra D	C		Annual list and Meetings.
New range tenure New opportunity (<i>no previous tenure in area</i>)	Admin	District Manager	D	Ra	Ra D	C		Annual list and Meetings.
Direct award of new range tenure	Admin	District Manager	D	Ra	Ra D	C		Annual list and Meetings.
Range tenure replacement (existing tenure renewal)	Admin		B	Ra	Ra D	C		Annual list and Meetings.
Grazing Lease Replacement	Admin		B	Ra	B/Ra D	C		
Range Transfer	No longer an MFR decision			Ra				New Range Act no longer has transfer as DM decision – notification by rancher – May 2005?
Range: 1 year Grazing Permits issuance	Admin	District Manager	D	Ra	Ra D	C		Annual list and Meetings.
Range AUM adjustment	Admin	District Manager	D	Ra	Ra D	C		Depends on local knowledge, Band interest, and scale of change. (10% as rule of thumb. Depends on total AUMs.). Minor: (<10%) Available on request. Major: (>10%) Annual list and Meetings.

Range tenure minor amendments	Admin	District Manager	D	Ra	Ra D	C		Available on request. Under FRPA amendments to RUPs are done by the holder. For minor amendments they fill out the form and send it in as soon as practicable; in the meantime, they carry out the action of the amendment. The DM does not approve the amendment, but can disallow it.
Range tenure minor boundary changes	Admin	District Manager	D	Rae	Ra D	C		Available on request. Annual admin list and Meetings.

RANGE DECISIONS:

Decision Description		Responsibility R - Region, D - District, B – Branch; En - Engineering, Te - Tenures, Ra - Range, St - Stewardship/ Planning/ recreation, (L) - Licensee (assists in referral process); Ts – BC Timber Sales; C – Community, Bd - Board					Consultation Required? (if yes indicate Consultation spectrum #)	PROPOSED CONSULTATION ACTION
Range Tenure Decisions	Category			Program	Lead Consultation			
		SDM/DDM/TSM	Lead Office		MFR	Treaty 8		
Range tenure major amendments, boundary changes	Admin	District Manager	D	Ra	Ra D	C		Annual admin list and Meetings.
Range Use Plan, or Stewardship plan	Operational	District Manager	D	Ra	Ra D (L)	C		Annual admin list and Meetings.
Range Use Plan amendments	Operational	District Manager	D	Ra	Ra D	C		Available on request.
Range developments large scale not in RUP	Operational	District Manager	D	Ra	Ra D	C		
Range developments-small scale	Operational	District Manager	D	Ra	Ra D	C		Available on request. Subjective – depends on local knowledge, Band interest, scale, within 1 km of known arch sites. Small scale such as small fence, small seeding areas, minor water development, dug out. No MFR approval is required to maintain existing range developments; required by law.
Weeds: Invasive 'Plant Pest Management Plan' process	Operational	MOE	R MOE	Ra	Ra R D	C		Annual admin list and Meetings. Note: no PMP for non-chemical. PMP also notes proposed mechanical, biological and manual practices. MOE decision – MFR consults as proponent.
District Annual Weed Plan & Weed activities	Operational	Regional Manager	R	Ra	Ra D	C		Annual admin list and Meetings. Consultation by MOE has occurred during the PMP process.

