

Huu-ay-aht First Nations

Briefing note to Executive Council

September 27, 2013

Title – LoE between Maa-nulth First Nations and The Compliance and Enforcement Branch of the Ministry of Forests, Lands and Natural Resource Operations (FLNRO)

Type of Decision – Approval

Submitted by: Tom Happynook

Background:

This Letter of Expectations is intended to define and promote a positive and cooperative working relationship between the Huu-ay-aht First Nations, the Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations, the Toquaht Nation, the Uchucklesaht Tribe, the Yuułu?ił?atł First Nation (the “Maa-nulth First Nations”) and FLNRO.

Issue:

- promote collaboration and communication between the Parties regarding public safety, compliance and enforcement according to both Maa-nulth First Nations laws, policies, customs, traditions, and cultural and spiritual uses and provincial laws and common law,
- promote and enable the participation of the Maa-nulth First Nations in addressing human-wildlife conflicts and compliance with laws to protect the environment, public health & safety and fish and aquatic plants, wildlife and migratory birds resources and other natural resources, and
- improve sharing of information between the Parties.

Recommendation

1. HFN Executive Council to sign the LoE between Maa-nulth First Nations and FLNRO
2. Amend document accordingly
3. Do nothing

September 26, 2013

Motion:

BE IT RESOLVED that Executive Council:

1. approves the Letter of Expectation between Maa-nulth First Nations and The Compliance and Enforcement Branch of the Ministry of Forests, Lands and Natural Resource Operations (FLNRO) as presented; and
2. directs Chief Councillor, Jeff Cook to sign the Letter of Expectation on behalf of Huu-ay-aht First Nations.

Follow up:

Chief Councillor, Jeff Cook to sign Letter of Expectation

Decision:

Confidential Draft for Discussion Purposes Only

Huu-ay-aht First Nations
Administrative Office
PO Box 70
Bamfield, BC V0R 1B0

Ka:’yu:’k’t’h’/Che:k’tles7et’h’
First Nations
General Delivery
Kyuquot, BC V0P 1J0

Toquaht Nation
PO Box 759
1971 Peninsula Road
Ucluelet, BC V0R 3A0

Uchucklesaht Tribe
PO Box 1118
Port Alberni, BC V9Y 7L9

Yuulu?i?ath First Nation
(also known as the
Ucluelet First Nation)
PO Box 699
Ucluelet, BC V0R 3A0

**Ministry of Forests, Lands
and Natural Resource
Operations**
West Coast Region
2217 Mine Road
Port McNeill BC V0N 2R0
***Fax:**

LETTER OF EXPECTATIONS BETWEEN MAA-NULTH FIRST NATIONS AND THE COMPLIANCE AND ENFORCEMENT BRANCH OF THE MINISTRY OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS (“FLNRO”)

Objectives of this Letter of Expectations

This Letter of Expectations is intended to define and promote a positive and cooperative working relationship between the Huu-ay-aht First Nations, the Ka:’yu:’k’t’h’/Che:k’tles7et’h’ First Nations, the Toquaht Nation, the Uchucklesaht Tribe, the Yuulu?i?ath First Nation (the “Maa-nulth First Nations”) and FLNRO (individually, a “Party” and collectively, the “Parties”).

The objectives of this Letter of Expectations are to

- a) promote collaboration and communication between the Parties regarding public safety, compliance and enforcement according to both Maa-nulth First Nations laws, policies, customs, traditions, and cultural and spiritual uses and provincial laws and common law,
- b) promote and enable the participation of the Maa-nulth First Nations in addressing compliance with laws to protect the environment, public health and safety and fish and aquatic plants, wildlife and migratory birds and other natural resources, and
- c) improve sharing of information between the Parties.

Other than as expressly indicated in this Letter of Expectations, this Letter of Expectations does not create, recognize, define, deny, limit or amend any of the rights or responsibilities of the Parties or any other aboriginal group.

Except as provided in this Letter of Expectations, this Letter of Expectations will not limit any position either Party may take in present or future negotiations or any legal proceedings.

Nothing in this Letter of Expectations affects the ability of British Columbia to respond to any exceptional or emergency circumstances.

Confidential Draft for Discussion Purposes Only
MFNS & FLNRO– LETTER OF EXPECTATIONS RE ENFORCEMENT

Nothing in this Letter of Expectations fetters the independence or discretion of Provincial Enforcement Officials of FLNRO (“Natural Resource Officers”) under provincial law.

Nothing in this Letter of Expectations fetters the independence or discretion of an enforcement officer under the applicable law of a Maa-nulth First Nation.

Enforcement Advisory Committee

Under the Maa-nulth First Nations Resource Sector Enforcement Framework Agreement, dated March 21, 2013 (the “Enforcement Framework Agreement”), each Maa-nulth First Nation is required to establish an Enforcement Advisory Committee (“EAC”) that represents the Maa-nulth First Nations in matters related to the Enforcement Framework Agreement. The Maa-nulth First Nations have decided to establish a joint EAC which will be comprised of one or more representatives from each Nation, to carry out this purpose. The Maa-nulth First Nations will develop terms of reference regarding the appointment of members to and the operation of the EAC.

Maa-nulth First Nations Laws to enforce

Under the terms of the Enforcement Framework Agreement and this Letter of Expectations, Natural Resource Officers agree to enforce the Maa-nulth First Nations Laws listed below. The Parties acknowledge that the Maa-nulth First Nations have signed a similar letter of expectation with the Ministry Of Environment, Conservation Officers Service (“COS”) and that each of the COS and FLNRO will take the lead on enforcing each Maa-nulth First Nation Law as indicated below.

Huu-ay-aht First Nations laws to be enforced by Conservation Officers:

HFNA 2011	Land Act (except s.50(1))	FLNRO lead enforcement for all offences, except COS will be lead enforcement for s.50(2)(c) relative to wildlife and migratory birds and s.50(2)(g) relative to garbage, soil or other material.
HFNA 2011	Resource Harvesting Act (except s.8(c) and 26(3))	COS lead enforcement for all offences, except FLNRO will be lead enforcement for s.15(4), s.22(2), s.25(3), s.25(4)(a) and (b) relative to plants and botanical forest products and s.11(1) and 11(2).

Ka:’yu:’k’t’h’/Che:k’tles7et’h’ First Nations laws to be enforced by Conservation Officers:

KCFNS 15/2011	Environmental Protection Act	COS lead enforcement for all offences.
KCFNS 12/2011	Land Act (except s.4.23(a) and 6.5(h))	FLNRO lead enforcement for all offences, except COS will be lead enforcement for s.10.2(a)(iii) relative to fish and wildlife and

Confidential Draft for Discussion Purposes Only
MFNS & FLNRO– LETTER OF EXPECTATIONS RE ENFORCEMENT

		s.10.2(a)(viii) relative to glass, metal, garbage, soil or other material.
KCFNS 14/2011	Resources Harvesting Act (except s.2.9(c); s.4.3(b) and (c))	COS lead enforcement for all offences, except FLNRO will be lead enforcement for s.2.4, s.2.8(d), s.2.11. s.8.1(a), (b) and (c) relative to plants and botanical forest products and s.3.4 and s.4.2(d).

Toquaht Nation laws to be enforced by Conservation Officers:

TNS 15/2011	Environmental Protection Act	COS lead enforcement for all offences.
TNS 12/2011	Land Act (except s.4.23(a) and 6.5(g))	FLNRO lead enforcement for all offences, except COS will be lead enforcement for s.10.2(a)(iii) relative to fish and wildlife and s.10.2(a)(viii) relative to glass, metal, garbage, soil or other material.
TNS 14/2011	Resources Harvesting Act (except s.2.9(c); s.4.3(b) and (c))	COS lead enforcement for all offences, except FLNRO will be lead enforcement for s.2.4, s.2.8(d), s.2.11. s.8.1(a), (b) and (c) relative to plants and botanical forest products and s.3.4 and s.4.2(d).

Uchucklesaht Tribe laws to be enforced by Conservation Officers:

UTS 15/2011	Environmental Protection Act	COS lead enforcement for all offences.
UTS 12/2011	Land Act (except s.4.23(a) and 6.5(g))	FLNRO lead enforcement for all offences, except COS will be lead enforcement for s.10.2(a)(iii) relative to fish and wildlife and s.10.2(a)(viii) relative to glass, metal, garbage, soil or other material.
UTS 14/2011	Resources Harvesting Act (except s.2.9(c); s.4.3(b) and (c))	COS lead enforcement for all offences, except FLNRO will be lead enforcement for s.2.4, s.2.8(d), s.2.11. s.8.1(a), (b) and (c) relative to plants and botanical forest products and s.3.4 and s.4.2(d).

Yuulu?il?ath First Nation laws to be enforced by Conservation Officers:

Confidential Draft for Discussion Purposes Only
MFNS & FLNRO– LETTER OF EXPECTATIONS RE ENFORCEMENT

YFNS 15/2011	Environmental Protection Act	COS lead enforcement for all offences.
YFNS 12/2011	Land Act (except s.4.23(a) and 6.5(g))	FLNRO lead enforcement for all offences, except COS will be lead enforcement for s.10.2(a)(iii) relative to fish and wildlife and s.10.2(a)(viii) relative to glass, metal, garbage, soil or other material.
YFNS 14/2011	Resources Harvesting Act (except s.2.9(c); s.4.3(b) and (c))	COS lead enforcement for all offences, except FLNRO will be lead enforcement for s.2.4, s.2.8(d), s.2.11. s.8.1(a), (b) and (c) relative to plants and botanical forest products and s.3.4 and s.4.2(d).

The Parties agree as follows:

SUBJECT MATTER	DETAILS
TERM OF THIS LETTER	<p>This Letter of Expectations covers a period of five years, beginning July 1, 2013 and ending March 31, 2018.</p> <p>The Parties will review this Letter of Expectations on or about the second and fourth anniversary of its signing. The review that takes place on or about the fourth anniversary will include a discussion of the renewal of this Letter of Expectations.</p>
CULTURAL AWARENESS & SENSITIVITY	<p>It is the goal of the Parties that FLNRO fulfils its role and responsibility to ensure that Natural Resource Officers are culturally compatible, sensitive, adaptable and respectful to the culture and traditions of the Maa-nulth First Nations. In order to meet this goal, the expectations of the Parties are that the following will be undertaken.</p> <p><u>Orientation & training for Natural Resource Officers</u></p> <p>Curriculum: The curriculum for the Maa-nulth First Nations Natural Resource Officer orientation & training session will be developed by the EAC in collaboration with British Columbia.</p> <p>Timing: The first orientation & training will take place within one year of the commencement of this Letter of Expectation and may be repeated by agreement of the Parties.</p> <p>Format: There will be a classroom and a field component to the orientation & training, with at least the field component including the participation of guardians of the Maa-nulth First Nations.</p> <p>Required participation: Each Natural Resource Officer assigned to enforce Maa-nulth First Nation laws will be required to participate in one orientation & training session, and thereafter as agreed to by the Parties.</p>

Confidential Draft for Discussion Purposes Only
 MFNS & FLNRO– LETTER OF EXPECTATIONS RE ENFORCEMENT

SUBJECT MATTER	DETAILS
	<p>Topics: The topics of the Natural Resource Officer orientation and training session will include the following:</p> <ol style="list-style-type: none"> 1. background regarding the Treaty; 2. uniqueness of each Maa-nulth First Nation – history, culture, community needs; 3. mandate of Natural Resource Officers under Maa-nulth First Nations laws, BC laws and any other governing laws; 4. communications and consultation protocols with the Maa-nulth First Nations. <p><u>Orientation & training for Maa-nulth First Nations government representatives</u></p> <p>An annual orientation will be made available to government representatives of the Maa-nulth First Nations addressing duties and powers of Natural Resource Officers under Maa-nulth First Nations laws, BC laws and any other governing laws.</p> <p>Training for Maa-nulth First Nation citizens</p> <p>Where and when opportunities arise to provide a mentoring, training or relationship building and develop the enforcement capacity of the Maa-nulth First Nations, FLNRO will accommodate those opportunities in compliance and enforcement activities.</p>
COMPLAINT PROCESS	<p>A complaint regarding a Natural Resource Officer that is not resolved informally must be pursued through the BC complaint process. The EAC, a Maa-nulth First Nation, or an individual may file a complaint. The EAC may file a complaint on behalf of a citizen of a Maa-nulth First Nation.</p> <p>FLNRO must consult with a representative of the EAC with regard to any complaint and provide the EAC with sufficient information and time to prepare its views on the matter. FLNRO must give the EAC the opportunity to present its views on the matter and give full and fair consideration to those views in any resolution to the complaint.</p> <p>To the extent permitted by FLNRO internal disciplinary requirements or applicable collective agreement provisions, FLNRO must consult an EAC representative with regard to the investigation and formal resolution of a complaint. FLNRO will provide the EAC with written notice regarding the formal resolution of a complaint, including whether disciplinary measures have been taken.</p> <p>If, upon completion of the FLNRO complaint process, the complaint is not resolved to the satisfaction of the complainant, the EAC or the Maa-nulth First Nation, the complainant, the EAC or the applicable Maa-nulth First Nation may pursue a process established by the applicable Maa-nulth First Nation addressing</p>

Confidential Draft for Discussion Purposes Only
MFNS & FLNRO– LETTER OF EXPECTATIONS RE ENFORCEMENT

SUBJECT MATTER	DETAILS
	<p>complaints against enforcement officers under its laws.</p> <p>A complaint regarding a Maa-nulth First Nation’s law must be pursued in accordance with the process established by that Maa-nulth First Nation for challenging the validity of laws.</p>
MEETINGS	<p>The EAC and representatives from FLNRO will meet quarterly (January, April, July/August, October), unless the Parties determine that more frequent meetings are necessary. Some meetings may be held jointly with the EAC and representatives from both FLNRO and the Ministry of Environment.</p> <p>Meetings may occur by tele-conference or through other means, but at least the January meeting each year must be a face-to-face meeting.</p> <p>The EAC and BC will alternate chairing the meetings on an annual basis each calendar year, with BC acting as chair for the first year.</p>
AGENDA FOR MEETINGS	<p>Meetings between FLNRO and the EAC will include the following agenda items, unless otherwise agreed by the Parties:</p> <p><u>General meetings:</u></p> <ol style="list-style-type: none"> 1. Reporting on levels of service 2. Reporting on compliance 3. Health and safety issues 4. Orientation needs 5. Risk ranking and priority setting – enforcement priorities and objectives 6. Business planning adjustments 7. Maa-nulth First Nations and BC legislative matters (updates, gaps, conflicts, issues) 8. Issues management 9. Training and capacity opportunities 10. Complaints received and under investigation 11. Other matters requested by Parties <p><u>January meeting:</u></p> <p>In addition to the above, the agenda for the January meeting will include:</p> <ol style="list-style-type: none"> 12. Review of annual evaluation and projections for current fiscal year 13. Forecast budget for upcoming fiscal year 14. Annual workplan
ENFORCEMENT OBJECTIVES & PRIORITIES	<p>With respect to the enforcement of Maa-nulth laws, and the working relationship between the Parties, FLNRO and the Maa-nulth First Nations have the following</p>

Confidential Draft for Discussion Purposes Only
MFNS & FLNRO– LETTER OF EXPECTATIONS RE ENFORCEMENT

SUBJECT MATTER	DETAILS							
	<p>objectives:</p> <ol style="list-style-type: none"> 1. Public awareness of Maa-nulth First Nations laws; 2. Voluntary compliance with Maa-nulth First Nations laws; 3. Collaborative enforcement of Maa-nulth First Nations and BC laws; and 4. Building capacity and providing opportunities for Maa-nulth First Nations self-government. <p>The Parties agree that enforcement of Maa-nulth First Nations laws will be carried out in a manner that generally addresses the following priority activities:</p> <ol style="list-style-type: none"> 1. Human health and safety; 2. Environmental impacts, based on risk; 3. Economic impacts; and 4. Cultural and heritage resource impacts. <p>Specific enforcement priorities may be adjusted, focused and elaborated on as necessary at the quarterly meetings of the Parties.</p>							
ENFORCEMENT APPROACH	<p>Natural Resource Officers will consider the Maa-nulth First Nations interests in determining approaches to resolve non-compliance, both at the individual and community level. The Parties agree to work together to utilize Restorative Justice when deemed appropriate, or other programs developed for this process.</p>							
LEVEL OF SERVICE	<p>The Parties have agreed that Natural Resource Officers will carry out the following compliance activities to be provided in accordance with the level and quality of service as described below.</p> <table border="1" data-bbox="505 1251 1490 1892"> <thead> <tr> <th data-bbox="505 1251 821 1314">Activity</th> <th data-bbox="826 1251 1490 1314">Details</th> </tr> </thead> <tbody> <tr> <td data-bbox="505 1320 821 1780">Compliance Verification</td> <td data-bbox="826 1320 1490 1780"> <p>Scheduled patrols and inspections will be carried out to address identified risks.</p> <p>Patrols and inspections will be conducted on both land and water.</p> <p>Patrols may involve two officers and a Nation guardian may be included in a ride-along program.</p> <p>The frequency of Natural Resource Officer patrols and inspections will be at an appropriate level in context with the Enforcement Objectives and Priorities section of this LOE and other FLNRO priority workload.</p> </td> </tr> <tr> <td data-bbox="505 1787 821 1892">Data support, information and</td> <td data-bbox="826 1787 1490 1892"> <p>Natural Resource Officers will provide geo-spatial information and data sharing including technology support, reporting, inspection planning and site</p> </td> </tr> </tbody> </table>		Activity	Details	Compliance Verification	<p>Scheduled patrols and inspections will be carried out to address identified risks.</p> <p>Patrols and inspections will be conducted on both land and water.</p> <p>Patrols may involve two officers and a Nation guardian may be included in a ride-along program.</p> <p>The frequency of Natural Resource Officer patrols and inspections will be at an appropriate level in context with the Enforcement Objectives and Priorities section of this LOE and other FLNRO priority workload.</p>	Data support, information and	<p>Natural Resource Officers will provide geo-spatial information and data sharing including technology support, reporting, inspection planning and site</p>
Activity	Details							
Compliance Verification	<p>Scheduled patrols and inspections will be carried out to address identified risks.</p> <p>Patrols and inspections will be conducted on both land and water.</p> <p>Patrols may involve two officers and a Nation guardian may be included in a ride-along program.</p> <p>The frequency of Natural Resource Officer patrols and inspections will be at an appropriate level in context with the Enforcement Objectives and Priorities section of this LOE and other FLNRO priority workload.</p>							
Data support, information and	<p>Natural Resource Officers will provide geo-spatial information and data sharing including technology support, reporting, inspection planning and site</p>							

Confidential Draft for Discussion Purposes Only
MFNS & FLNRO– LETTER OF EXPECTATIONS RE ENFORCEMENT

SUBJECT MATTER	DETAILS	
	reporting	<p>specific compliance history data.</p> <p>This data management will include include compliance verification information data.</p> <p>FLNRO will provide quarterly reports to the EAC containing data on all compliance activities within the Maa-nulth First Nations areas and will identify matters of note or concern.</p> <p>FLNRO will provide a rationale to the EAC on the level of service provided.</p> <p>FLNRO will provide additional reporting as reasonably requested.</p> <p>FLNRO will provide other shared intelligence on an ongoing basis as may be reasonably necessary or desirable to fulfill the intent of this agreement.</p> <p>FLNRO and the Maa-nulth First Nations may jointly establish tip lines to aid in receiving information, complaints and referrals.</p>
	Investigations	<p>Natural Resource Officers will provide investigation services regarding activities under Maa-nulth First Nations laws where non-compliance has been identified.</p> <p>Natural Resource Officers will provide electronic monitoring and surveillance as required as part of the investigation services.</p>
	Prosecution support	<p>Upon the request of the EAC or the applicable Maa-nulth First Nation, Natural Resource Officers will provide prosecution support and will present evidence at trial as agreed to between FLNRO and the applicable Maa-nulth First Nation’s prosecutor.</p>
ADDITIONAL LEVELS of SERVICE	All additional levels of service	Additional levels of service outside the above identified services may only be authorized by the EAC or an applicable Maa-nulth First Nation.
INTERNAL COMMUNICATIONS AND INFORMATION SHARING	General	The Parties will communicate regularly regarding compliance verification activities and investigation and enforcement actions.
	Information Maa-nulth First Nations will share	Other than information that a Maa-nulth First Nation may not share in accordance with privacy or other

Confidential Draft for Discussion Purposes Only
 MFNS & FLNRO– LETTER OF EXPECTATIONS RE ENFORCEMENT

SUBJECT MATTER	DETAILS	
	with FLNRO	applicable laws, the Maa-nulth First Nations will share all information reasonably necessary for effective enforcement.
	Community engagement	The EAC and FLNRO will jointly provide community information sessions are to be provided jointly by prior to the implementation of the Enforcement Framework Agreement annually or more frequently upon the reasonable request of one or more Maa-nulth First Nations.
	Confidentiality and use of shared information between the Parties	The Parties will maintain the confidentiality of shared information unless otherwise agreed in writing. Information will only be used for the purpose for which it was shared.
	Personal information and the <i>Freedom of Information and Privacy Protection Act</i> (BC) and equivalent Maa-nulth First Nations laws	<p>The Parties agree that FLNRO and Natural Resource Officers will be guided by the provisions of the <i>Freedom of Information and Privacy Protection Act</i> (BC) and equivalent Maa-nulth First Nations laws when entering into discussions related to non-compliance and investigations as it relates to the release of personal information.</p> <p>The Parties agree that designated representatives from the Maa-nulth First Nations who are in discussion with FLNRO or a Natural Resource Officer regarding non-compliance and investigations where personal information may be disclosed, will enter into an agreement that prohibits the disclosure of personal information.</p>
	Investigations	<p>FLNRO will discuss with designated representatives of the Maa-nulth First Nations the nature of any investigation prior to initiating an investigation or enforcement action against a member-citizen of the Maa-nulth First Nations participating in the harvest of fish and aquatic plants, wildlife and migratory birds and other natural resources, or activities that may be contrary to environmental protection regulations except where prior discussion would prevent the successful collection of evidence or jeopardize the safety of investigating officers. The discussion will be consistent with the requirements of the <i>Freedom and Information and Privacy Protection Act</i>.</p> <p>Where an investigation or enforcement action is taken without prior discussion with representatives of a</p>

Confidential Draft for Discussion Purposes Only
MFNS & FLNRO– LETTER OF EXPECTATIONS RE ENFORCEMENT

SUBJECT MATTER	DETAILS	
		<p><u>Maa-nulth First Nation</u>, FLNRO will discuss the nature of the investigation with a designated representative of the Maa-nulth First Nations immediately after conducting the investigation or taking an enforcement action.</p>
	Public Safety	<p>The Parties agree that the safety of all individuals is paramount. The Parties agree to notify each other immediately when they become aware of an activity that would put the safety of any individuals at risk in relation to the harvest of fish and aquatic plants, wildlife and migratory birds or other natural resources.</p>
	Contact list	<p>The Parties agree to maintain a current contact list outlining contact information for communications and operational activities. The contact list is considered a "living document" and revisions to the contact list are not considered amendments to this Letter of Expectations.</p>
REPORTING & PUBLIC COMMUNICATIONS	Protocol for joint information sharing with the media and the public	<p>The Parties agree that any public statements or public dissemination of information regarding the enforcement of Maa-nulth First Nation laws under the Enforcement Framework Agreement and this Letter of Expectations will be made jointly by the Parties and will be coordinated through the EAC and FLNRO, unless otherwise agreed in writing.</p>
	Timing, content and cost of FLNRO reports	<p>FLNRO will provide quarterly reports to the EAC containing data on all compliance activities within the Maa-nulth First Nations areas, and will identify matters of note or concern.</p> <p>When enforcement objective and priorities set at the quarterly meetings have not been met, FLNRO must communicate with the EAC to explain why.</p> <p>No additional cost are payable by the Maa-nulth First Nations for any report contemplated in this Letter of Expectation provided such reports are available in the normal course of FLNRO reporting.</p>

Confidential Draft for Discussion Purposes Only
MFNS & FLNRO– LETTER OF EXPECTATIONS RE ENFORCEMENT

SUBJECT MATTER	DETAILS			
	Annual report	<p>The Parties will collaboratively provide an annual report regarding enforcement of Maa-nulth First Nations laws. The goal of the Parties is to produce a joint report that will be released under the name of both Parties. The report will be developed as follows:</p> <ol style="list-style-type: none"> 1. BC will provide enforcement data to the EAC; 2. The EAC will oversee the drafting of a report that includes an analysis of the enforcement data provided by BC; 3. The EAC will provide the draft report to BC so that BC has an opportunity to review and comment on the report; 4. The EAC will take into account BC’s comments and may make amendments to the report; 5. If the Parties agree on the content of the report, the report may be released jointly by the Parties; 6. If the Parties do not agree on the content of the report, the EAC may release a final report under its name only to the Maa-nulth First Nations governments. 		
COSTS	<p>The parties agree that the Maa-nulth fFirst Nations will pay British Columbia for the costs of the services provided as agreed to in this Letter of Expectations in accordance to the following:</p> <p>No Cost Services</p> <p>Those services or activities where the primary benefit is to FLNRO and any services provided to the Maa-nulth First Nations are ancillary to FLNRO business.</p> <p>Prorated Cost Services</p> <p>Those services where there is a shared benefit or time committed to both FLNRO and Maa-nulth First Nations, costs shall be prorated based on actual time committed to Maa-nulth divided by total time and at the rates shown below under Full Cost Services.</p> <p>Full Cost Services</p> <p>Those services where the primary benefit or time committed is to the Maa-nulth First Nations. Costs shall be based on actual time committed to Maa-nulth at the rates shown below.</p> <table border="1" style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 60%;">Average Salary and Benefits</td> <td>\$31.50/hour</td> </tr> </table>		Average Salary and Benefits	\$31.50/hour
Average Salary and Benefits	\$31.50/hour			

Confidential Draft for Discussion Purposes Only
MFNS & FLNRO– LETTER OF EXPECTATIONS RE ENFORCEMENT

SUBJECT MATTER	DETAILS	
	Average vehicle fuel and maintenance	\$0.96/km
	Meal costs	Government per diem rates
	Accommodation	Actual costs at government rate
	Supply costs	As required
	Other costs	As required
	Total	Total of all costs
BILLING PERIOD	<p>The British Columbia will submit to the Maa-nulth First Nations within 30 days of the end of a quarter cost recovery invoices for the costs associated with this Letter of Expectations at the rates in the attached cost recovery schedules on a quarterly basis during each fiscal year. The Maa-nulth First Nations <u>will</u> pay British Columbia within 30 days of receiving the invoice.</p>	
ADDRESS FOR NOTICES TO MAA-NULTH FIRST NATIONS	<p>Regarding notices and communications, the EAC does not exist as an entity separate from the Maa-nulth First Nations that it represents. A notice must be addressed to each Maa-nulth First Nation that it is directed to, but may form one communication.</p> <p>Huu-ay-aht First Nations Administrative Office PO Box 70 Bamfield, BC V0R 1B0</p> <p>Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations General Delivery Kyuquot, BC V0P 1J0</p> <p>Toquaht Nation PO Box 759 1971 Peninsula Road Ucluelet, BC V0R 3A0</p> <p>Uchucklesaht Tribe PO Box 1118 Port Alberni, BC V9Y 7L9</p> <p>Yuulu?i?ath First Nation PO Box 699 Ucluelet, BC V0R 3A0</p>	
ADDRESS FOR NOTICES TO FLNRO	<p>For operational notices</p> <p>Mark Jones Regional Manager C&E</p>	

Confidential Draft for Discussion Purposes Only
 MFNS & FLNRO– LETTER OF EXPECTATIONS RE ENFORCEMENT

SUBJECT MATTER	DETAILS
	West Coast Region 2217 Mine Road Port McNeill BC V0N 2R0 For billing Kevin Bertram Provincial C&E Leader PO Box 9505 Stn Prov Govt Victoria BC V8W 9C1
AMENDMENT	Any amendment of the Letter of Expectations must be in writing and takes effect as agreed to by the Parties.
DISPUTE RESOLUTION	<p>The Parties will make their best efforts to achieve consensus, and may use mediation or other forms of alternative dispute resolution at their discretion where they think it may help to reach a solution.</p> <p>Where possible, disputes will be resolved at the operational (field) level. Any disputes that cannot be resolved at the field level will be jointly referred to Mark Jones, West Coast Regional Manager C&E, and a designated member of the EAC.</p> <p>If a dispute is not resolved through the processes described above, any Party may require that a dispute arising from the operation of this Letter of Expectations be resolved in the manner as set out in section 5.08 of the Enforcement Framework Agreement.</p>

Signed on behalf of the Huu-ay-aht First Nations
 by:

 Name:
 Title:
 Date:

Signed on Behalf of FLNRO by:

 Name:
 Title:
 Date:

Signed on behalf of the
 Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations by:

Confidential Draft for Discussion Purposes Only
MFNS & FLNRO– LETTER OF EXPECTATIONS RE ENFORCEMENT

Name:
Title:
Date:

Signed on behalf of Toquaht Nation by:

Name:
Title:
Date:

Signed on behalf of Uchucklesaht Tribe by:

Name:
Title:
Date:

Signed on behalf of Yuułuʔiłʔatḥ First Nation by:

Name:
Title:
Date:

Confidential Draft for Discussion Purposes Only
MFNS & FLNRO– LETTER OF EXPECTATIONS RE ENFORCEMENT

SCHEDULE 1



Cost Recovery Template between Maa-nulth First Nations and FLNRO

Compliance & Enforcement Branch							Date: (yy/mm/dd):				
Meal break(s) not taken:											
HOURS WORKED		Regular				Overtime					
Classification & Name		#	Reg Rate	# of Hrs	Total Wage	Hrs @ 1.5	\$Amt	Hrs @ 2	\$ Amt		
	STO-18	1	\$29.88		\$0.00		\$0.00		\$0.00	\$0.00	
	STO-18	1	\$29.88		\$0.00		\$0.00		\$0.00	\$0.00	
	STO-18	1	\$29.88		\$0.00		\$0.00		\$0.00	\$0.00	
	STO-18	1	\$29.88		\$0.00		\$0.00		\$0.00	\$0.00	
	STO-18	1	\$29.88		\$0.00		\$0.00		\$0.00	\$0.00	
	STO-18	1	\$29.88		\$0.00		\$0.00		\$0.00	\$0.00	
	STO-18	1	\$29.88		\$0.00		\$0.00		\$0.00	\$0.00	
	STO-18	1	\$29.88		\$0.00		\$0.00		\$0.00	\$0.00	
	STO-18	1	\$29.88		\$0.00		\$0.00		\$0.00	\$0.00	
	STO-18	1	\$29.88		\$0.00		\$0.00		\$0.00	\$0.00	
TOTAL											
Total					\$0.00		\$0.00		\$0.00	\$0.00	
Meals:		<input type="text"/>	<input type="text"/>	<input type="text"/>						Total Meals: \$0.00	
		B	L	D							
Vehicles: Type & Description						Unit#	Rate	KM			
Fleet Vehicle - CEIU							\$0.96				\$0.00
Fleet Vehicle - Field Officers							\$0.96				\$0.00
Other (ATV, etc.)							\$0.78				\$0.00
Vessel							\$0.78				\$0.00
Miscellaneous Purchase: Description						Supplier					
Accommodation											
						Total				\$0.00	
Accomplishments: Production/Difficulties (Supervisor)										\$0.00	
Regional Manager Signature: _____						<div style="background-color: #800000; color: white; padding: 2px; display: inline-block;">Running Total</div> 					