



Stz'uminus First Nation
(SFN)

Co-operation Protocol

Between the

and
(The Communities)



Town of Ladysmith
(Town)

Whereas:

- 1) The SFN asserts aboriginal rights and title to its traditional territory; and
- 2) The Town is a municipality with governance authorities as set out in Provincial legislation;
and
- 3) The SFN and the Town have mutual interests and shared objectives; and
- 4) The SFN and the Town are building a working relationship based on mutual respect,
friendship, and trust; and
- 5) The SFN and the Town wish to further their relationship by entering into this Co-operation
Protocol.

Now Therefore the Parties agree as follows:

1.0 Purpose:

- 1.1 The purpose of this Protocol is to continue to develop the cooperative
relationship that exists between the Communities and form an agreement to
pursue initiatives of common interest.

2.0 Objectives:

- 2.1 The objectives of this Protocol are:
 - (a) to establish an effective government-to-government working relationship
between the Communities and other agencies;
 - (b) to promote efficiency and effectiveness in the working relationship
between the Communities.
 - (c) to establish an ongoing policy level and technical level dialogue;
 - (d) to establish information sharing and cooperative planning process
between the Communities.
 - (e) To establish a consultation process between the Communities, and

- (f) To assist the Communities to secure the financial resources necessary to support their participation in this Protocol and the projects undertaken pursuant to this Protocol.

2.2 The objectives of the joint initiatives which will be undertaken pursuant to this Protocol are:

- a) to identify and undertake projects which will provide social, economic and environmental benefits to the Communities;
- b) to enhance the awareness of the Communities' history and culture so that it may be more effectively reflected in our activities;
- c) to plan, manage and use lands and resources within the Communities so that their use respects aboriginal interests as well as general community interests;
- d) to build good governance structures, processes and procedures in the Communities; and
- e) to share public administration capacity where it is feasible to do so.

3.0 *Steering Committee:*

3.1 A Steering Committee will be established as the principal structure for implementing this Protocol.

3.2 Each party will name three representatives to the Committee.

3.3 The Committee will meet quarterly or as required.

3.4 The duties and responsibilities of the Steering Committee are:

- a) to establish a terms of reference for the Steering Committee;
- b) to prioritize, develop, and recommend specific projects to the respective elected Councils;
- c) to implement the decisions of the elected Councils for the undertaking of specific projects and initiatives;
- d) to establish technical committees and/or working groups to undertake specific projects as required; and
- e) to identify and secure financial and other resources required to undertake specific projects.
- f) endeavour to establish best practices in all initiatives.

3.5 The Steering Committee will develop an information sharing and consultation framework.

4.0 Council to Council Protocol Review:

- 4.1 The elected Councils will meet annually to monitor and evaluate the implementation of this Protocol and the specific initiatives undertaken thereto. Councils will provide vision, policy and strategic direction to the Steering Committee.

5.0 Cooperative Planning:

- 5.1 The Communities are committed to an open and thorough process of planning and information sharing.
- 5.2 The Communities commit to involving each other in the development of municipal Official Community Plans and First Nation community plans in a manner appropriate to a government to government relationship. The Communities agree to work cooperatively together in the interest of achieving compatible land use development.

6.0 Joint Initiatives:

- 6.1 The following initiatives issues have been identified and agreed upon by the Communities for further discussion. Where appropriate separate project agreements may be entered into by the Communities bi-laterally or with other appropriate project partners:

- Liquid Waste Management Plan Approval.
- IR 12 and IR 13 Water/Sewer Services Agreement.
- Holland Lake-Stocking Lake Pipeline Agreement.
- Watershed management.
- Operational services, such as building inspection, water meter reading.
- Boundary extension.
- Ladysmith Harbour clean-up.
- DL 651 Partnership.
- Uniform bylaws if desired re protection of environment.
- Explore mutual funding opportunities.
- OCP consultation.
- South Ladysmith SFN (Crown) Land development.
- Incremental Treaty Process.

- Waste Water Treatment Plant capacity.
- Inclusion of First Nation's heritage/culture.
- Emergency Preparedness.

7.0 *Resources:*

- 7.1 The Communities will assist each other in securing the resources necessary in initiating the implementation of this Protocol;
- 7.2 The Communities will make best efforts to ensure staff resources are available to implement this Protocol;
- 7.3 The Communities will make best efforts to secure resources from other agencies, foundations, non-government organizations and the private sector to support the objectives of this Protocol and to further the initiatives set out in 6.1.

8.0 *General:*

- 8.1 This Protocol may be amended by written agreement of the Communities.
- 8.2 This Protocol will remain in effect until July 1, 2017 or until replaced by the Communities with a successor agreement.
- 8.3 This Protocol may be terminated by either Community on six (6) months written notice to the other Community stating the reasons for termination.
- 8.4 This Protocol does not affect any aboriginal right, title or interest of the Stz'uminus First Nation.
- 8.5 This Protocol does not prejudice or affect the Town's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Local Government Act* and the *Community Charter* as amended from time to time.
- 8.6 For the purposes of this Protocol, notice shall be deemed received after being hand delivered or transmitted by facsimile and sent to the attention of the following persons at their respective addresses:

to the Town:

Attention: Ruth Malli, City Manager
 Telephone: 250-245-6400
 Facsimile: 250-245-6411

to the SFN:

Attention: Ronda Jordan, Administrator
 Telephone: 250-245-7155
 Facsimile: 250-245-3012

or to such other address or addresses as either Community may from time to time direct in writing.

- 8.7 This Protocol is in addition to any other agreements that already exist between the Communities and is not intended to replace any such agreement. It is intended to indicate the Communities' intention to work co-operatively together to resolve issues of mutual concern. The Communities agree that it is not intended to be a legally binding agreement.

Accepted and agreed to this 3rd day of July, 2012.

Stz'uminus First Nation

Jh. Ulett

[Signature]

Harvey Symonette

[Signature]

[Signature]

Doranne Davis

Cheryl Jock

Town of Ladysmith

[Signature]

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J. L. Dashiwood

[Signature]

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