

This Agreement is dated the 23 day of April, 2007

This Agreement is dated the 23 day of April, 20007

Between:

OKANAGAN INDIAN BAND

("OKIB")

And:

TOWNSHIP OF SPALLUMCHEEN

("Spallumcheen")

WHEREAS:

- A. OKIB is an Indian Band within the meaning of the *Indian Act*, RSC 1985, c. I-6, and a member Band of the Okanagan Nation;
- B. Spallumcheen is a Local Government within the meaning of the *Local Government Act*, RSBC 1996, c. 323, located within the traditional territory identified by the Okanagan Nation;
- C. OKIB and Spallumcheen each have responsibility and authority for the provision of services and governance of their constituents within their respective areas of jurisdiction;
- D. OKIB and Spallumcheen wish to set out in this Agreement statements regarding their future communications and cooperation with each other, based on the principles of trust, honesty and mutual respect;

THE PARTIES AGREE AS FOLLOWS:

Purpose

1. The purpose of this Agreement is to outline the overall intention of OKIB and Spallumcheen to enter into a more formal arrangement respecting a long term, cooperative working relationship.
2. OKIB and Spallumcheen seek to establish through this Agreement:
 - a) effective, adequate communications;
 - b) cooperation aimed at mutual benefit; and
 - c) partnerships which create lasting benefits.

Aboriginal Title and Rights

3. Nothing in this Agreement shall be interpreted in a manner that extinguishes, abrogates or diminishes Aboriginal or treaty rights, including Aboriginal title, which are protected under s. 35 of the *Constitution Act, 1982*.
4. Nothing in this Agreement, or the negotiations leading to it, shall constitute, or be

This Agreement is dated the 23 day of April, 2007

deemed to constitute legal consultation or accommodation in regard to the Aboriginal title and rights of OKIB or the Okanagan Nation.

Communications

5. The Parties will communicate with each other in an open and transparent manner on areas of mutual interest described in this Agreement.
6. Proper communications are fundamental to this Agreement and the working relationship between the Parties to ensure consistent, effective and timely exchange of information on areas of mutual interest.

Contact Persons

7. The Parties shall each, from time to time, appoint a principal representative who shall initially be, for OKIB, the Governance Manager, Cliff Thorstenson, and for Spallumcheen, the Administrator, Lynda Shykora, to coordinate such communications.

Public Statements

8. The Parties will cooperate in communications and refrain from making public statements on issues of mutual interest or concern without prior consultation, except where such consultation is, for emergency or other reasons, not possible. A procedure for reaching agreement on any sole or joint disclosure of information to the public is attached as Appendix A to this Agreement.

Confidentiality

9. The Parties acknowledge and agree on the need for confidentiality in mutual communications, while recognizing the public nature of governance and, in particular, the application of prevailing legislation and Okanagan custom with respect to privacy and access to information.
10. The Parties acknowledge the need to practice diligence and to exercise caution when exchanging information, given the potential for legal access to this information by third parties.
11. If Spallumcheen receives any information from OKIB that later becomes subject to an inquiry under applicable legislation, Spallumcheen shall forthwith notify OKIB of the inquiry and the fact that the information is or may be subject to it.
12. If OKIB receives any information from Spallumcheen that later becomes subject to an inquiry under applicable legislation, OKIB shall forthwith notify Spallumcheen of the inquiry and the fact that the information is or may be subject to it.

Shared Objectives and Mutual Support

13. The Parties share the following objectives through this Agreement:
 - a) effective, efficient communications;
 - b) cooperative economic development planning;
 - c) cooperative land use and community service planning, including but not

This Agreement is dated the 23 day of April, 2007

- limited to Spallumcheen's proposed boundary expansion;
- d) cooperation in the provision of emergency services;
- e) development of a policy concerning the protection of cultural resources, including archaeology;
- f) development of a plan to assess, identify and map cultural resources, including archaeology within the boundaries of the Township of Spallumcheen;
- g) development and implementation of a plan to identify, assess and address key issues of mutual concern respecting fisheries, aquatic resources management, watershed protection, waste management projects and terrestrial environmental stewardship;
- h) development of a plan to assess, identify and address key issues of mutual concern respecting transportation, including but not limited to the double-laning of St. Ann's Hill, and the transportation of hazardous waste through the area.

14. Each Party shall support the endeavours of the other when they are consistent with the shared objectives described above.

Costs Related to this Agreement

15. The Parties acknowledge that there are costs associated with fulfilling this Agreement and agree to take reasonable steps to identify and pursue funding and in-kind support for that purpose.
16. Funding pursued under paragraph 15 shall include but not be limited to funding from the federal and provincial governments as part of their respective obligation to consult with and accommodate First Nations.
17. Until funding or in-kind support is provided pursuant to paragraphs 15 and 16, the Parties will bear their own costs of fulfilling this Agreement.

Dispute Resolution

18. The Parties will maintain the terms of this Agreement in good faith. In the event that a dispute arises over the terms of this Agreement or the sharing and use of information under this Agreement, the Parties will take, in order, the following steps to attempt to resolve the dispute:
- a) good faith negotiations;
 - b) mediation;
 - c) binding arbitration.

Termination

19. The Parties may terminate this Agreement at any time by written agreement.
20. Either Party may terminate this Agreement by providing the other Party with ~~30~~90 days written notice of its intention to do so.

IN WITNESS WHEREOF the Parties have executed this Agreement on the 23 day of

This Agreement is dated the 23 day of April, 2007

April, 20007.

For OKIB:

Fabian Alexis
Chief Fabian Alexis
OKANAGAN INDIAN BAND

U. Paikert
Witness

For Spallumcheen:

Will Hansma
Mayor Will Hansma
TOWNSHIP OF
SPALLUMCHEEN

Lynda Shykora
Witness

This Agreement is dated the 23 day of April, 2007

Appendix A

OKANAGAN INDIAN BAND

(“OKIB”)

and

TOWNSHIP OF SPALLUMCHEEN

(“Spallumcheen”)

JOINT MEDIA CONTACT POLICY

Purpose

1. The Parties recognize that it is beneficial for OKIB and Spallumcheen to provide information to their respective communities with respect to matters under this Agreement.

Procedure- Media Releases

2. All media contact with respect to matters under this Agreement shall be jointly through the office of the OKIB Chief and the office of the Spallumcheen Mayor, unless the Parties respectively appoint alternative contact persons.
3. Where either Party proposes a media release, it shall cause a draft release to be prepared and provided to the other Party for comment and approval prior to release.
4. All media releases under this Agreement require the prior approval of the OKIB Chief and the Spallumcheen Mayor.

Procedure- Media Requests for Comments

5. All requests from the media for comments on a media release or other matter under this Agreement shall be directed to the OKIB Chief and the Spallumcheen Mayor, or their designates.

Procedure- Media Conferences

6. Media conferences shall be organized jointly by the OKIB Council Secretary and the Spallumcheen Administrator at the direction of the OKIB Chief and the Spallumcheen Mayor.
7. All members of the Councils of the Parties and other appropriate staff will be invited to attend the conference.

This Agreement is dated the 23 day of April, 2007

Appendix B

OKANAGAN INDIAN BAND

("OKIB")

and

TOWNSHIP OF SPALLUMCHEEN

("Spallumcheen")

JOINT ADVISORY COMMITTEE TERMS OF REFERENCE

Purpose

1. The Joint Advisory Committee (JAC) is formed to advise and to provide recommendations to the Councils of OKIB and Spallumcheen on planning issues within the Area of Responsibility of OKIB within the Okanagan Nation Territory and within or near the boundaries of the Township of Spallumcheen.
2. The JAC is established by the Councils of OKIB and Spallumcheen pursuant to the agreement dated April 23 2007 (the "Agreement") and appointments will be made by the respective Councils.

Mandate

3. The JAC is established to meet the shared objectives of OKIB and Spallumcheen as outlined in paragraph 13 the Agreement.

Establishment

4. In order to provide representation from both communities, the membership of the JAC shall be comprised of not more than ~~four~~two(4) elected officials, and the Mayor and Chief beappointed from each of OKIB and Spallumcheen.
5. In addition, all other elected officials for OKIB and Spallumcheen may attend any of the JAC meetings.
6. ~~One Chairperson from the OKIB appointees and one Chairperson from the Spallumcheen~~Co-Chairs from each of the communities ~~appointees~~ shall be appointed by a consensus of the committee members ~~at the first committee meeting of each term~~annually.
7. Members of the JAC shall be appointed for the term of their respective Councils. The Mayor and Chief are the ex-officio.
8. Staff, consultants, and government representatives may attend meetings to provide information to the appointees.
9. JAC members who are absent for four (4) regularly scheduled consecutive meetings shall forfeit their appointment unless such absence is authorized by the Joint Advisory

This Agreement is dated the 23 day of April, 2007

Committee.

Meetings

10. The JAC shall meet every three (3) months or sooner if there are matters to be considered by it, at such time and place as may be fixed from time to time by the committee.
11. The Host community may alternate between OKIB and Spallumcheen.
12. The JAC will attempt to reach consensus on all matters; however if consensus cannot be reached, all comments and input on the matter will be forwarded to the appropriate governing body.

Remuneration and Expenses

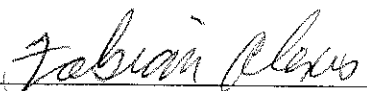
13. The respective Councils will work together to identify and seek funding to support the work of the JAC. In the meantime, each Council will be responsible for its own remuneration and expenses.

Staff Support

14. A recording secretary will be designated by each community. Typical support functions include:
 - a) Agenda Preparation and distribution (responsibility of the Host community);
 - b) Minutes to be recorded, distributed and stored securely;
 - c) Minutes to be certified correct by the respective Co-Chair and recording secretary; and
 - d) Action items to be forwarded to appropriate personnel.

Dated: April 23 2007

Approved by:



Chief Fabian Alexis
Okanagan Indian Band



Mayor Will Hansma
Township of Spallumcheen