

PROTOCOL AGREEMENT

Respecting a Local Government to Government Working Relationship

THIS AGREEMENT dated for reference the 6th day of February 2003.

COPY

BETWEEN:

OKANAGAN INDIAN BAND
R.R. #7, Site 8, Comp. 20
Vernon, B.C.
V1T 7Z3



(the "Band")

AND:

THE CORPORATION OF THE CITY OF VERNON
City Hall
3400 – 30th Street
Vernon, B.C.
V1T 5E6



(the "City")

WHEREAS:

- A. The Band and the City each have responsibility and authority for provision of services and governance of their residents within their respective areas of jurisdiction;
- B. The City and the Band wish to set out in this Agreement statements regarding their future communications and cooperation with each other, based on the fundamental underlying principles of trust, honesty and mutual respect;

NOW THEREFORE, in consideration of the mutual promises set out herein, the parties hereto agree as follows:

Purpose

1. The purpose of this Protocol Agreement is to outline the overall intention of the Band and the City to enter into a more formal arrangement respecting a long term, cooperative working relationship.

2. The three underlying and fundamental purposes in this Agreement are:
 - (i) Effective, adequate communications;
 - (ii) Cooperation which is aimed at mutual benefit; and
 - (iii) Partnerships which create lasting benefits.

Communications

3. The parties agree to open and transparent communications with each other on areas of mutual interest as described herein.

4. The parties agree that proper communications are fundamental to this Protocol Agreement and the working relationship between the Band and the City to ensure consistent, effective and timely exchange of information on areas of mutual interest (see clause 10).

Contact Persons

5. The parties acknowledge and agree that they shall each, from time to time, appoint a principle representative who shall initially be, for the City, the City Administrator and for the Band, the Band Manager, to coordinate such communications.

Public Statements

6. The Band and the City 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.

Confidentiality

7. 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 the *Freedom of Information and Protection of Privacy Act* (see appendix B for relevant sections of the Act).

8. The parties understand the need to practice diligence and to exercise caution when engaging in information exchanges, in light of the potential for public release or legally-required access of this information by third parties.
9. The City acknowledges and agrees that if it receives any documentation or information from the Band that later becomes subject to an inquiry under the applicable legislation, that it shall act reasonably to ensure that the Band receives prior notice of same.
10. The Band acknowledges and agrees that if it receives any documentation or information from the City that later becomes subject to an inquiry under the applicable legislation, that it shall act reasonably to ensure that the City receives prior notice of same.

Shared Objectives and Mutual Support

11. The parties have a number of shared objectives on which they wish to cooperate with each other and where mutually beneficial, establish partnerships, be they formal or informal, for their mutual benefit.
12. The areas of shared objectives that have been identified, but which may be expanded upon by mutual agreement, include:
 - (i) effective, efficient communications

- (ii) economic development;
- (iii) planning;
- (iv) growth strategy;
- (v) environmental stewardship; and
- (vi) long term, sustainable communities.

13. The Band and the City acknowledge and agree that they will support each other's individual endeavors when they are consistent with their mutual objectives as described above for the betterment of both communities.

Dispute Resolution

14. The parties agree to maintain the terms of this agreement in good faith. In the event that a dispute arises over the terms of this agreement or the practices applied to the sharing and use of information subject to this agreement, the parties will agree to the following procedure:

- i. Appoint, through mutual agreement, a facilitator to assist the parties. If this actions fails to achieve resolution;
- ii. Appoint, through mutual agreement, a mediator to assist the parties. If this action fails to achieve resolution;

MEDIA CONTACT

POLICY

The parties recognize that it is beneficial for the City and the Band to provide information to their respective communities. All media contact shall be jointly through the Mayor's office and the Band Chief's Office, unless the Mayor and/or Chief appoint alternate representatives.

PROCEDURE

PREPARATION OF MEDIA RELEASES

All media releases will be prepared by the appropriate, respective staff of the City and the Band as directed by the Mayor and Band Chief. Once the release is completed, it shall be reviewed and approved by the Mayor and Band Chief.

Any media release requested by the respective Councils shall require the approval of the Mayor and Band Chief.

MEDIA REQUESTS FOR COMMENTS

All requests from the media for comments will be directed to the Mayor's and Band Chief's Offices. In the event the Mayor is unavailable, the request will be directed to the Acting Mayor or other Council member who may be involved with a specific issue. In the event the Chief is unavailable, the request will be directed to the Acting Chief or other Band Council member who may be involved with a specific issue.

MEDIA CONFERENCES

Media conferences are organized jointly by the Executive Assistant and Administrator for the City and the Executive Assistant and Band Manager for the Band, as directed by the Mayor and Band Chief. All members of Council, the Band and appropriate staff will be invited to attend the conference.

Freedom of Information and Protection of Privacy Act – Excerpts pertaining to the exchange of information between the Okanagan Indian Band and the City of Vernon

- Section 16 (1)** The head of a public body may refuse to disclose information to an applicant if the disclosure could reasonably be expected to
- (a) harm the conduct by the government of British Columbia of relations between that government and any of the following or their agencies:
 - (i) the government of Canada or a province of Canada;
 - (ii) the council of a municipality or the board of a regional district;
 - (iii) an aboriginal government;
 - (iv) the government of a foreign state;
 - (v) an international organization of states,
 - (b) reveal information received in confidence from a government, council or organization listed in paragraph (a) or their agencies, or
 - (c) harm the conduct of negotiations relations to aboriginal self government or treaties.

