

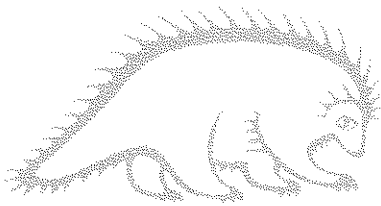
# PROTOCOL AGREEMENT

## Respecting a Local Government to Government Working Relationship

THIS AGREEMENT dated for reference the 29th day of November, 2005.

BETWEEN:

OKANAGAN INDIAN BAND  
12420 Westside Road  
Vernon, BC V1T 7Z3  
(the "Band")



AND:

THE DISTRICT OF LAKE COUNTRY  
(the "Lake Country")  
10150 Bottom Wood Lake Rd  
Lake Country, BC V4V 2M1

WHEREAS:

1. The Band and Lake Country each have responsibility and authority for provision of services and governance of their residents within their respective areas of jurisdiction;
2. Lake Country 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

3. The purpose of this Protocol Agreement is to outline the overall intention of the Band and Lake Country to enter into a more formal arrangement respecting a long term, cooperative working relationship.
4. 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**

5. The parties agree to open and transparent communications with each other on areas of mutual interest as described herein.
6. The parties agree that proper communications are fundamental to this Protocol Agreement and the working relationship between the Band and Lake Country to ensure consistent, effective and timely exchange of information on areas of mutual interest (see clause 14).

### **Contact Persons**

7. The parties acknowledge and agree that they shall each, from time to time, appoint a principle representative who shall initially be, for Lake Country, the Chief Administrative Office and for the Band, the Manager, Band Governance, to coordinate such communications.

### **Public Statements**

8. The Band and Lake Country 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**

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 the *Freedom of Information and Protection of Privacy Act* (see appendix B for relevant sections of the Act).
10. 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.
11. Lake Country 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.

12. The Band acknowledges and agrees that if it receives any documentation or information from Lake Country that later becomes subject to an inquiry under the applicable legislation, that it shall act reasonably to ensure that Lake Country receives prior notice of same.

### **Shared Objectives and Mutual Support**

13. 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.
14. The areas of shared objectives that have been identified, but which may be expanded upon by mutual agreement, include:
  - a. effective, efficient communications;
  - b. joint economic development planning;
  - c. joint land use and community servicing planning;
  - d. development of a policy concerning the protection of cultural resources, including archaeology;
  - e. development of a plan to assess, identify and map cultural resources 'hot spots' within the District of Lake Country boundaries; and
  - f. development and implementation of an action strategy to identify, assess and address key issues of mutual concern respecting fisheries and aquatic resources management, and terrestrial environmental stewardship.

By June 1, 2006 the parties will ensure that preliminary terms of reference are developed for each of the above items. These terms of reference will be jointly approved by the Band Chief and Council and Lake Country Mayor and Council and added as schedules to this Agreement by July 1, 2006.

15. The Band and the Lake Country 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.

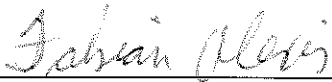
### **Dispute Resolution**

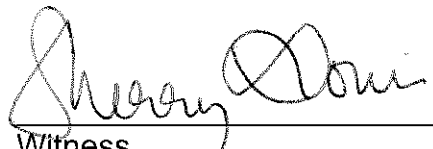
16. The parties agree to maintain the terms of this agreement in good faith. In the event that a dispute arises over the terms of this agreement or the practices applied to the sharing and use of information subject to this agreement, the parties will agree to the following procedure:

- a. Appoint, through mutual agreement, a facilitator to assist the parties. If this actions fails to achieve resolution;
- b. Appoint, through mutual agreement, a mediator to assist the parties. If this action fails to achieve resolution;
- c. Terminate the Agreement, provided that either party provide 30 days' written notice, or through mutual agreement, refer the matter to an Arbitrator.

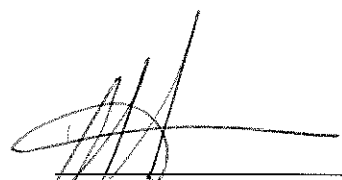
IN WITNESS WHEREOF the parties have executed this Agreement.

SIGNED AND WITNESSED ON THE  
29th DAY OF November, 2005:

  
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Chief Fabian Alexis  
OKANAGAN INDIAN BAND

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Witness

SIGNED AND WITNESSED ON THE  
29th DAY OF November, 2005:

  
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Mayor Rolly Hein  
DISTRICT OF LAKE COUNTRY

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Witness

**APPENDIX A**  
**MEDIA CONTACT**  
**POLICY**

The parties recognize that it is beneficial for Lake Country 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 Lake Country 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 Lake Country and the Executive Assistant and Director, Band Governance 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.

## APPENDIX B

### ***Freedom of Information and Protection of Privacy Act – Excerpts pertaining to the exchange of information between the Okanagan Indian Band and the District of Lake Country***

**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

1. harm the conduct by the government of British Columbia of relations between that government and any of the following or their agencies:
  - a. the government of Canada or a province of Canada;
  - b. the council of a municipality or the board of a regional district;
  - c. an aboriginal government;
  - d. the government of a foreign state;
  - e. an international organization of states,
2. reveal information received in confidence from a government, council or organization listed in paragraph (a) or their agencies, or
3. harm the conduct of negotiations relations to aboriginal self government or treaties.