

TLA'AMIN NATION

DELEGATION AGREEMENT

**Tla'amin Nation
British Columbia**

TLA'AMIN DELAGATION AGREEMENT

This page, signed in _____, British Columbia this ___ day of _____, 20___, signifies the intent of the Chief Negotiators for the Tla'amin Nation and British Columbia to recommend that the Tla'amin Delegation Agreement, as it may be amended, be signed by the Parties.

FOR TLA'AMIN NATION

Witnessed by:

Chief Negotiator, Tla'amin Nation

FOR HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA

Witnessed by:

Chief Provincial Negotiator

After Chief Negotiators have signed this page, and before the Tla'amin Delegation Agreement is signed by the Parties, the Tla'amin Delegation Agreement may be subject to review and amendment by agreement of the Chief Negotiators.

TLA'AMIN DELEGATION AGREEMENT

THIS AGREEMENT made _____, 20__.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Aboriginal Relations and Reconciliation

("British Columbia")

AND:

TLA'AMIN NATION, as represented by the Tla'amin Government

("Tla'amin Nation")

WHEREAS:

- A. Tla'amin Nation, Canada and British Columbia have entered into the Tla'amin Final Agreement; and
- B. Paragraph 48 of the Lands Chapter of the Tla'amin Final Agreement provides for the delegation to Tla'amin Nation of law-making authority over the Delegation Area.

NOW THEREFORE the Parties agree as follows:

1.0 DEFINITIONS AND INTERPRETATION

1.1 Words and expressions not defined in this Agreement but defined in the Tla'amin Final Agreement have the meanings ascribed to them in the Tla'amin Final Agreement.

1.2 In this Agreement:

"Agreement" means this agreement between British Columbia and Tla'amin Nation and all Schedules to this Agreement;

"Existing Interests" means all existing estates, interests, charges, mineral claims, encumbrances, licences, permits and approvals listed in Appendices F, G and H of the Tla'amin Final Agreement;

TLA'AMIN DELEGATION AGREEMENT

“Delegation Area” means:

- a. the foreshore area shown hatched on the plans attached as Schedule A to this Agreement; and
- b. any foreshore area adjacent to lands added to Tla'amin Lands under paragraphs 85 and 93 of the Lands Chapter of the Tla'amin Final Agreement;

“Parties” means, for the purposes of this Agreement, British Columbia and Tla'amin Nation, and **“Party”** means either of them;

“Schedule” means a schedule to this Agreement; and

“Tla'amin Final Agreement” means the Tla'amin Final Agreement signed on behalf of Tla'amin Nation, Canada and British Columbia, and includes any amendments from time to time.

- 1.3 The interpretive conventions set out in the Tla'amin Final Agreement apply to this Agreement.

2.0 LAW-MAKING AUTHORITY

- 2.1 British Columbia hereby delegates to Tla'amin Nation the authority to make laws in relation to the Delegation Area in respect of:

- a. the regulation, licensing and prohibition of businesses, including the imposition of licence fees or other fees, other than the accreditation, certification or professional conduct of individuals engaged in professions or trades;
- b. the regulation, control or prohibition of any actions, activities or undertakings that constitute or may constitute a nuisance, a trespass, a danger to public health, or a threat to public order, peace or safety other than the regulation, control or prohibition of any actions, activities or undertakings that are authorized by the Crown;
- c. the design, construction, maintenance, repair and demolition of buildings and structures provided that Tla'amin Law does not establish standards for buildings and structures which are additional to or different from the standards established by the British Columbia Building Code;
- d. land use management, planning, zoning and development;
- e. public works and related services provided by or on behalf of the Tla'amin Nation, including the imposition of fees ; and

TLA'AMIN DELEGATION AGREEMENT

- f. the enforcement of laws made under this Agreement, in accordance with the Governance Chapter of the Tla'amin Final Agreement.
- 2.2 Tla'amin Nation is responsible for enforcement of laws under 2.1.
- 2.3 Tla'amin Nation's law-making authority under 2.1 does not apply to Existing Interests. Existing Interests will continue to have effect in accordance with their terms and conditions from and after the Effective Date and will be administered by British Columbia in accordance with Provincial Law.
- 2.4 Tla'amin law-making authority under 2.1 may be exercised to the same extent, subject to the same conditions, requirements and restrictions, and using the same procedures as apply to the exercise of law-making authority provided to the Tla'amin Nation on Tla'amin Lands under the Final Agreement.
- 2.5 Any law made under 2.1 in relation to farming areas may only be adopted with the approval of the minister responsible for the administration of the *Farm Practices Protection (Right to Farm) Act*.
- 2.6 Federal and Provincial Law continue to apply in relation to the Delegation Area and prevail to the extent of a Conflict with Tla'amin Law under 2.1.

3.0 CONSULTATION

- 3.1 Tla'amin Nation will discuss with those Persons, including Local Governments and other authorities and organizations, any decision to enact or repeal any law under 2.1 or any decision made under those laws that made directly and significantly affect those Persons.
- 3.2 Tla'amin Nation will Consult with individuals ordinarily resident in the Delegation Area concerning decisions to enact or repeal any law under 2.1 or any decision made under those laws that may directly and significantly affect those individuals.
- 3.3. In addition to the requirement under 3.2, where the activities of the Tla'amin Public Institution directly and significantly affect those individuals ordinary resident in Delegation Area, Tla'amin Nation will provide those individuals with an opportunity to participate in the decision-making processes of a Tla'amin Public Institution as a Non-Member.
- 3.4 Tla'amin Nation will provide those individuals ordinarily resident on the Delegation Area with access to appeal and review processes in respect of administrative decisions arising from laws made under 2.1 in the same manner as a Non-Member.
- 3.5 Tla'amin Nation will register laws under 2.1 in the public registry of Tla'amin Laws and will provide Canada and British Columbia with copies as soon as practical after they are enacted, unless otherwise agreed.

TLA'AMIN DELEGATION AGREEMENT

4.0 AMENDMENT TO DELEGATION AREA

- 4.1 Where a parcel of land is added to Tla'amin Lands under paragraph 85 or 93 of the Lands Chapter of the Tla'amin Final Agreement, the foreshore area adjacent to that additional parcel will form part of the Delegation Area and Schedule A to this Agreement will be amended accordingly.
- 4.2 Where a parcel of Tla'amin Lands ceases to be Tla'amin Lands in accordance with the Tla'amin Final Agreement, any adjacent Delegation Area will cease to form part of the Delegation Area and Schedule A to this Agreement will be amended accordingly.
- 4.3 Where a dispute arises relating to the size or location of:
- a. the delegation area adjacent to a parcel of land to be added to Tla'amin Lands under paragraph 85 or 93 of the Lands Chapter of the Tla'amin Final Agreement;
 - b. the foreshore area to be deleted from the Delegation Area, where less than the full parcel of land which was added to Tla'amin Lands ceases to be Tla'amin Lands; or
 - c. the foreshore area to be deleted from the Delegation Area, where land that formed part of Tla'amin Lands on the Effective Date ceases to be Tla'amin Lands,

the dispute will be finally determined by arbitration in accordance with the Dispute Resolution Chapter of the Tla'amin Final Agreement.

- 4.4. For the purposes of dispute resolution under 4.3, the Parties or the Person conducting the dispute resolution process will take into account the manner in which the foreshore areas for the area shown hatched on the plan attached as Schedule A were determined and the shape and geographic scope of the foreshore areas in Schedule A in relation to their upland areas.

5.0 ENTIRE AGREEMENT

- 5.1 This Agreement, together with the Tla'amin Final Agreement, is the entire agreement between the Parties in respect of the subject matter of this Agreement and, except as set out in this Agreement and the Tla'amin Final Agreement, there is no representation, warranty, collateral agreement, condition, right or obligation affecting this Agreement.

6.0 AMENDMENT

- 6.1 The Parties agree to review this Agreement and its effectiveness from time to time as may be requested by either Party.

TLA'AMIN DELEGATION AGREEMENT

6.2 Any amendments to this Agreement will require the written consent of both Parties, and will take effect on the date designated in the amendment.

7.0 DISPUTE RESOLUTION

7.1 If a dispute arises between the Parties regarding the interpretation of this Agreement, the Parties or their duly appointed representatives will meet as soon as is practicable to attempt to resolve the dispute.

7.2 If a dispute is not resolved under paragraph 7.1, either Party may refer the matter to Stage Two under the Dispute Resolution Chapter of the Tla'amin Final Agreement.

8.0 NO IMPLIED WAIVER

8.1 Any waiver of:

- a) a provision of this Agreement;
- b) the performance by a Party of an obligation under this Agreement; or
- c) a default by a Party of an obligation under this Agreement,

will be in writing and signed by the Party or Parties giving the waiver and will not be a waiver of any other provision, obligation or subsequent default.

9.0 NOT A TREATY OR LAND CLAIMS AGREEMENT

9.1 This Agreement:

- a. is not part of the Tla'amin Final Agreement; and
- b. is not a treaty or a land claims agreement, and does not recognize or affirm aboriginal or treaty rights, within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

10.0 SEVERABILITY

10.1 If any part of this Agreement is declared or held invalid for any reason, the invalidity of that part will not affect the validity of the remainder which will continue in full force and effect and be construed as if this Agreement had been executed without the invalid part.

11.0 ASSIGNMENT AND ENUREMENT

11.1 Unless otherwise agreed to by the Parties, this Agreement may not be assigned, either in whole or in part, by any Party.

TLA'AMIN DELEGATION AGREEMENT

11.2 This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors.

12.0 NOTICES

12.1 The notice provisions set out in the Tla'amin Final Agreement apply to this Agreement.

12.2 If no other address for delivery of a particular communication has been provided by a Party, a communication will be delivered to, mailed to the address or transmitted to the fax number of, the intended recipient as set out below:

For: **British Columbia**
Attention: Minister of Aboriginal Relations and Reconciliation
Parliament Buildings
PO Box 9051 Stn Prov Govt
Victoria, British Columbia V8V 9E2
Fax: (250) 953-4856

For: **Tla'amin Nation**
Attention: Chief Administrative Officer
RR #2
Sliammon Road
Powell River, British Columbia V8A 4Z3
Fax: (604) 483-9769

TLA'AMIN DELEGATION AGREEMENT

13.0 EXECUTION OF AGREEMENT

13.1 Notwithstanding the date this Agreement is signed by the Parties, this Agreement takes effect on the Effective Date of the Tla'amin Final Agreement.

13.2 This Agreement may be executed in counterparts and by facsimile. Each signature shall be deemed to be an original signature and all executed documents together shall constitute one and the same document.

THIS AGREEMENT HAS BEEN EXECUTED as of the day and year first above written.

EXECUTED in the presence of:)
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HER MAJESTY THE QUEEN IN RIGHT
OF THE PROVINCE OF BRITISH
COLUMBIA
as represented by the Minister of
Aboriginal Relations and Reconciliation
or duly authorized signatory

As to the authorized signatory for the
Minister of Aboriginal Relations and
Reconciliation

Per: duly authorized signatory

EXECUTED in the presence of:)
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TLA'AMIN NATION
as represented by the Tla'amin
Government or duly authorized
signatory

As to the authorized signatory for the
Chief of the Tla'amin Nation

Per: duly authorized signatory