

## KATZIE FIRST NATION TREATY FRAMEWORK AGREEMENT

This Agreement is dated: September 20, 2000

BETWEEN:

KATZIE FIRST NATION (Q'e'yc'ey)  
also known as the Katzie Indian Band  
As represented by Katzie Indian Band Chief & Council  
("KATZIE FIRST NATION")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA  
As represented by the Minister of Indian and Northern Affairs Canada  
("CANADA")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA  
As represented by the Minister of Aboriginal Affairs  
("BRITISH COLUMBIA")

(collectively the "Parties")

### WHEREAS:

A. The *Constitution Act, 1982* recognizes and affirms the existing aboriginal and treaty rights of the aboriginal peoples of Canada, including rights that now exist by way of land claims agreements or that may be so acquired.

B. The Katzie First Nation asserts that they have been the original people within the Territory since time immemorial with aboriginal rights, title and ownership over their Territory and had developed a system of governance which reflected their culture and spiritual beliefs, as well as their particular economic, social and geographic circumstances and that they never surrendered, ceded or sold any of their asserted aboriginal title or rights to the Crown in right of Canada or British Columbia. The Katzie First Nation asserts that it wishes to set out in the Final Agreement its treaty rights, title, ownership, jurisdiction and interests with respect to its Territory. The Katzie First Nation further asserts that this Agreement does not preclude the Katzie First Nation from pursuing its interests outside of the BCTC process.

C. Canada and British Columbia enter into these treaty negotiations without making any admissions regarding aboriginal rights, title, ownership or jurisdiction or the extent of the Territory.

D. The Katzie First Nation has never signed a treaty or land claim agreement with the Crown, in right of Canada or British Columbia.

E. The Parties are committed to negotiating a treaty in accordance with the BCTC Process.

F. The Parties are committed to conducting negotiations on the basis of a government - to - government relationship within the framework of the Constitution of Canada and within the BCTC Process. The perspective of each Party concerning self-government will not limit or restrict the positions that the other Parties may take on self-government.

G. The Katzie First Nation will approach treaty negotiations from the perspective that the inherent right to self-government is an existing aboriginal right and that the negotiations will create a set of constitutionally protected treaty rights within section 35 of the *Constitution Act, 1982*.

H. The Parties seek to achieve certainty with respect to the matters referred to in the Final Agreement by negotiating and implementing a treaty that will accommodate and reconcile the interests of the Parties and that will establish the foundation for a new and ongoing relationship based on mutual respect, understanding and trust. The Parties seek to provide certainty with respect to ownership and use of lands and resources and clarity with respect to jurisdiction and governance arrangements.

## 1. DEFINITIONS

1.1 "**Agreement-In-Principle**" means the agreement signed by the Parties at the end of Stage 4 of the BCTC Process, and is comprised of various chapters and other provisions as agreed.

1.2 "**BCTC**" means the British Columbia Treaty Commission.

1.3 "**BCTC Process**" means the six stage negotiation process described in the Report of the British Columbia Claims Task Force dated June 28, 1991 and referred to in the BCTC Agreement.

1.4 "**Chief Negotiator(s)**" means the Negotiator(s) or designate(s) appointed by each of the Parties for the Katzie First Nation treaty negotiations which will be conducted in accordance with the BCTC Process.

1.5 "**Final Agreement**" means the agreement signed and formally ratified by the Parties at the end of Stage 5 of the BCTC Process.

1.6 "**Main Table**" means the table at which negotiations are conducted and at which each Party is represented by its Chief Negotiator.

1.7 "**Overlap/Shared Areas**" means a geographic area within the Territory claimed by a First Nation other than Katzie First Nation.

1.8 "**Katzie First Nation**" for the purposes of this Agreement, has been accepted as a First Nation by the BCTC and is referred to in the First Nation Negotiation Support Agreement with the BCTC as the Katzie Indian Band.

1.9 "**Q'e'yc'ey**" is the Halkomelem spelling of the word Katzie.

1.10 "**Chapter(s)**" means the agreement(s) initialed by the Chief Negotiators on a substantive issue listed in section 5.1 of this Agreement.

1.11 "**Territory**" means the geographic area identified by the Katzie First Nation as its claimed territory in the amended map attached to its Statement of Intent filed with the BCTC.

## **2. PURPOSE**

2.1 The purpose of this Agreement is to guide the conduct of negotiations among the Parties in a manner that is fair, efficient, and orderly, that respects the interests of the Parties and that leads to completion of the Agreement-In-Principle.

2.2 This Agreement guides the approach to and the process for negotiations among the Parties. It identifies the scope of negotiations and establishes a list of issues and a timetable for the negotiations.

## **3. SCHEDULE AND TIMING**

3.1 The Parties will negotiate with the intention of concluding an Agreement-In-Principle within three to five years. This time frame may be varied by agreement of the Chief Negotiators as part of the ongoing work planning process. Any extension of the agreed upon time frame will not detract from the Parties' commitment to conclude an Agreement-In-Principle as soon as possible.

## **4. PARTIES TO THE AGREEMENT-IN-PRINCIPLE AND FINAL AGREEMENT**

4.1 The Parties to the negotiations, the Agreement-In-Principle and the Final Agreement are the Katzie First Nation, Canada, and British Columbia.

## 5. SUBSTANTIVE ISSUES FOR NEGOTIATION

5.1 The Parties are committed to negotiation of the following substantive issues with the intention of concluding an Agreement-In-Principle. This list of issues is not intended to be exhaustive or restrictive and each of the Parties may raise a broad range of topics for negotiation under each issue, including those unique to the Katzie First Nation:

5.1.1 Amendment

5.1.2 Application of the *Indian Act*

5.1.3 Certainty

5.1.4 Culture, heritage and language including:

- archaeological sites and properties
- grave sites
- spiritually significant sites
- place names
- use and ownership of cultural property
- repatriation of cultural materials, human remains and assorted information
- renewal

5.1.5 Dispute resolution processes

5.1.6 Economic development

5.1.7 Eligibility, enrollment and ratification

5.1.8 Environmental assessment, protection and management

- air and air quality

5.1.9 Fiscal arrangements, including:

- financial components
- revenue

#### 5.1.10 Taxation

#### 5.1.11 Implementation

- principles for development and content of an implementation plan, including the sharing of information among the Parties with respect to the proposed scope and nature of draft settlement legislation.

#### 5.1.12 Intergovernmental relations

#### 5.1.13 Land

#### 5.1.14 Expropriation

#### 5.1.15 Access

#### 5.1.16 Land use planning and management

#### 5.1.17 Non-renewable resources including subsurface rights and ownership, allocation, management and conservation of:

- aggregates
- gas
- minerals (precious and non-precious)
- oil

#### 5.1.18 Katzie self-government including:

- institutions and structures
- jurisdictions and authorities, including:
- Katzie First Nation programs, services, and processes including those related to cultural, spiritual and physical renewal.

#### 5.1.19 Parks and protected areas.

#### 5.1.20 Renewable resources including rights and ownership, allocation, management and conservation and protection of:

- fish and marine resources harvesting and management
- flora harvesting and management

- forests harvesting and management
- trapping and traplines
- wildlife harvesting and management
- water rights and water management, including:
- access, service and supply

5.2 The negotiation of a substantive issue listed in section 5.1 does not commit any of the Parties to conclude an agreement on that issue, or any component of that issue.

5.3 The Chief Negotiators may, by agreement in writing, amend the list of substantive issues for negotiations set out in section 5.1.

5.4 Identification by the Parties of the substantive issues outlined in section 5.1 will not be used by any Party during Agreement-In-Principle negotiations so as to limit the scope of negotiations or exploration of interests under each issue.

5.5 The Chief Negotiators may agree in writing that there may be substantive issues or elements of substantive issues that require Regional and/or Provincial discussions and/or negotiations or may be more appropriately dealt with pursuant to separate negotiations and agreements outside of the treaty process.

5.5.1 For greater certainty, inclusion of the results of such discussion and/or negotiations in the Agreement-In-Principle will be in accordance with this Agreement.

5.5.2 The determination of the need for and the approach to dealing with any substantive issue or element thereof pursuant to this section will be addressed by the Parties during Agreement-In-Principle negotiations.

5.6 Prior to the commencement of negotiations on any substantive issue, the Chief Negotiators will exchange information on the interests of their respective Parties in that issue, which may include a discussion of the relationship between the Katzie First Nation and the Crown.

5.7 The Parties acknowledge that the Katzie First Nation may raise, during a discussion of its interests, the implications for the Katzie First Nation of the application of the *Constitution Act, 1982*, including the *Canadian Charter of Rights and Freedoms*, upon its interests.

5.8 The issue of the constitutional protection of matters negotiated will be addressed prior to the conclusion of negotiations.

## **6. NEGOTIATION PROCESS**

6.1 Negotiations will be conducted at the "Main Table".

6.2 The Chief Negotiators will be responsible for the conduct and coordination of negotiations including:

6.2.1 The development of work plans and the setting of priorities and Main Table agendas, and where the Parties agree, the negotiations of interim measures;

6.2.2 Establishment of working groups, side tables and other processes, as required

6.2.3 Establishment of side tables, consisting of members of negotiating teams, to explore options for consideration by the Main Table or to negotiate and make recommendations for consideration by the Main Table or a Side Table and develop options for consideration by the Main Table or the Side Table or both; and

6.2.4 Implementation and management of the Katzie First Nation Procedural Protocol dated October 20, 1998.

6.3 The results of each negotiation of a substantive issue will be recorded in a Chapter. The Chief Negotiators will signify their agreement on a substantive issue by initialing the Chapter.

6.4 Any Chief Negotiator may request that an initialed Chapter or Agreement-In-Principle may be reconsidered for amendment and shall signify their agreement to the change(s) by initialing the amended Chapter or Agreement-In-Principle.

6.5 Once they have initialed all of the Chapters, the Chief Negotiators will take the necessary steps to complete a draft Agreement-In-Principle by consolidating all Chapters and adding any other provisions as agreed.

6.6 The Chief Negotiators, by initialing the Agreement-In-Principle, will signify their intention to recommend it to their respective Parties for approval.

6.7 The Parties will approve the Agreement-In-Principle by signing it.

6.8 After signing the Agreement-In-Principle, the Parties will negotiate on a timely basis, with the intention of concluding a Final Agreement based on the Agreement-In-Principle.

## **7. OVERLAPS/SHARED AREA**

7.1 The Katzie First Nation shall seek to resolve Overlap/Shared Area claims to the Territory and periodically report on the status of those discussions to the Main Table. The Parties acknowledge that in accordance with recommendation number eight of the British Columbia Task Force Report:

"First Nations resolve issues relating to overlapping traditional territories among themselves".

7.2 If the process to resolve Overlap/Shared Area claims is not successful, or interferes with the successful conclusion of negotiations, the Katzie First Nation will consider other options to resolve the matter, including seeking assistance from the BCTC.

7.3 Where Canada and British Columbia are engaged in active negotiations under the BCTC Process with First Nations who have an Overlap/Shared Area claim with the Katzie First Nation, Canada and British Columbia will periodically report to the Main Table on the status of those negotiations, subject to the confidentiality provisions at those tables.

## **8. NEGOTIATION FUNDING**

8.1 Each Party will be responsible for obtaining funding for its participation in the BCTC Process. The Parties acknowledge the following recommendation of the British Columbia Claims Task Force:

"The First Nation, Canadian and British Columbia negotiating teams be sufficiently funded to meet the requirements of the negotiations."

## **9. INTERPRETATION**

9.1 This Agreement is not legally binding and is not intended to define, create, recognize, affirm, deny or amend any of the rights or obligations of the Parties.

9.2 Neither this Agreement nor the Agreement-in Principle are intended to be a treaty or land claims agreement within the meaning of sections 25 & 35 of the *Constitution Act 1982*.

9.3 The Final Agreement, once in effect, will be a treaty within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.



9.4 The treaty negotiations and all related documents, except for a Final Agreement that is in effect, are without prejudice to the Parties, including the legal positions taken by any of the Parties in court proceedings or any other forum.

9.4.1 No statement made or document prepared by one or more of the Parties for the purpose of treaty negotiations shall be construed as an admission of fact or liability in court proceedings or any other forum.

9.4.2 For greater certainty, the Parties agree that the clause 9.3 does not determine the enforceability of any agreement related to this Agreement or the admissibility of any such agreement in any proceedings to enforce that agreement.

## **10. APPROVAL OF THIS AGREEMENT**

10.1 The Chief Negotiators, by initialing this Agreement, will signify their intention to recommend it to their respective Parties for approval.

10.2 The Parties will signify their approval of this Agreement by signing it.

10.3 The Chief Negotiator for the Katzie First Nation is authorized to sign this Agreement on behalf of the Katzie First Nation.

10.4 The Minister of Indian Affairs and Northern Development is authorized to sign this Agreement on behalf of Canada.

10.5 The Minister of Aboriginal Affairs is authorized to sign this Agreement on behalf of British Columbia.

## **11 . AMENDMENTS**

11.1 Except where otherwise provided, this Agreement will only be amended by agreement of the Parties in writing.

## **12. LITIGATION**

12.1 The Parties will respect each other's right to choose litigation as an alternative to negotiation. Where a party chooses litigation, the other Parties retain the right to determine the appropriateness of conducting further negotiations.

## **13. SUSPENSION OF NEGOTIATIONS AND DISPUTE RESOLUTION**

13.1 While each of the Parties is committed to the BCTC Process, any of the Parties may suspend the negotiations anticipated by this Agreement by providing written notice to the BCTC and the other Parties which sets out the reasons for suspension and the date the suspension commences.

13.2 Prior to suspension of negotiations, and where the Parties agree, reasonable efforts will be made to enter into a dispute resolution process. Otherwise, where appropriate, these efforts will be made as soon as practicable after the suspension.

13.3 In the event that alternate dispute resolution is deemed appropriate by the Parties, costs and sources of funding will be identified beforehand. In the event the Parties reach an impasse in the negotiations, the BCTC may be invited to provide advice and assistance in dispute resolution.

## **14. INTERIM MEASURES**

14.1 The Parties acknowledge the following recommendation made by British Columbia Claims Task Force concerning interim measures:

"The Parties negotiate interim measures agreements before or during the treaty negotiations when an interest is being affected which could undermine the process."

14.2 At the commencement of Stage 4 Agreement-In-Principle negotiations, the Parties will review interim measures.

## **15. ELIGIBILITY FOR GOVERNMENT PROGRAMS**

15.1 Nothing in this Agreement alters the ability of the members of the Katzie First Nation who are Canadian citizens or permanent residents of Canada to continue to enjoy any rights and benefits of other Canadian citizens or permanent residents of Canada applicable to them from time to time including those directed to aboriginal people and their organizations. For greater certainty this includes any programs and services arising from Canada's Aboriginal Action Plan also known as Gathering Strength.

Signed on behalf of the KATZIE FIRST NATION - Debbie Miller, Chief Negotiator

Signed on behalf of HER MAJESTY THE QUEEN IN RIGHT OF CANADA - Initialled by the Chief Negotiator Designate for Canada and recommended for Ministerial signing

Signed on behalf of HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA - The

Honourable Dale Lovick, Minister of Aboriginal Affairs