

# **KLAHOOSE FIRST NATION**

# **FRAMEWORK AGREEMENT**

This Agreement is dated February 4, 1997

**BETWEEN:**

THE KLAHOOSE FIRST NATION (previously known as the Klahoose Indian Band) as represented by the Chief and Council

(The "**Klahoose First Nation**")

**AND:**

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the Minister of Indian Affairs and Northern Development

("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; and treaty rights include those rights that now exist by way of land claims agreements or that may be so acquired.
- B. The Klahoose First Nation has never signed a treaty or land claim agreement with the British Crown, Canada or British Columbia.

- C. The Parties are committed to negotiating a treaty pursuant to the British Columbia Treaty Commission Process and have been declared ready by the BCTC to commence Framework Agreement negotiations.
- D. By negotiating a treaty, the Parties seek to achieve certainty with respect to the future relationship among the Parties, the jurisdiction and authority of their respective governments, and ownership and use of lands and resources, including those within the Traditional Territory.

## 1. Definitions

**1.1 "Agreement-in-Principle"** means the agreement signed by the Parties at the end of Stage 4 of the BCTC Process, comprising various sub-agreements and other provisions, as agreed.

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

**1.3 "BCTC Agreement"** means the British Columbia Treaty Commission Agreement signed by Canada, British Columbia, and the First Nation Summit, on September 21, 1992.

**1.4 "BCTC Process"** means the six stage negotiation process described in the Report of the British Columbia Claims Task Force dated June 28, 1991, and facilitated by the BCTC.

**1.5 "Chief Negotiator(s)"** means the negotiator(s) appointed by each of the Parties for the treaty negotiations as contemplated by the BCTC Process.

**1.6 "Final Agreement"** means the agreement formally signed, ratified and brought into effect by the Parties at the end of Stage V of the BCTC Process.

**1.7 "Main Table"** means the table at which negotiations are conducted and at which each Party is represented by its Chief Negotiator or her/his designate(s).

**1.8 "Overlap"** means the geographic area within the Traditional Territory claimed by a First Nation other than the Klahoose First Nation.

**1.9 "Sub-Agreement"** means an agreement initialed by the Chief Negotiators on one or more substantive issues set out in Section 5. of this agreement. **1.10 "Traditional Territory"** means the geographic area identified by the Klahoose First Nation as its traditional territory on the map most recently accepted by the BCTC for the purpose of negotiations under the BCTC Process.

## 2. Purpose

**2.1.** The purpose of this Agreement is to guide the conduct of negotiations among the Parties and to set forth the substantive issues, process and timing required to complete the Agreement-in-Principle.

### **3. Parties to the Agreement-in-Principle**

**3.1.** The only Parties to the negotiations and resulting agreements will be the Klahoose First Nation, Canada, and British Columbia.

### **4. Scheduling and Timing**

**4.1.** The Parties intend to conclude Agreement-in-Principle negotiations as soon as possible. The timeframe will be defined by agreement of the Chief Negotiators during the course of Agreement-in-Principle negotiations.

### **5. Substantive Issues for Negotiation**

**5.1.** The following is a list of the substantive issues that the Parties intend to address during Agreement-in-Principle negotiations. The list below is not intended to be exhaustive and each of the Parties may raise a broad range of components for negotiation under each substantive issue. Other substantive issues may be addressed at the table by agreement of the Chief Negotiators:

a. Land and Water

- land selection and tenure
- parks and protected areas
- foreshore
- access

b. Interim Protection Measures (respecting interests that are being affected which could undermine the process, and to protect agreed upon provisions)

c. Resources

- non-renewable (including surface and subsurface rights and ownership)
- renewable (including rights and/or ownership)
  - fresh water and marine resources
  - forest resources
  - wildlife resources
  - soil
- planning and allocation
- management and conservation
- access
- environmental impact assessment
- environmental protection

- air quality

#### d. Governance

- structure and institutions
- jurisdiction and authority
- intergovernmental relations
- programs and services

#### e. Culture and Heritage

- protection
- specific sites
- language
- artifacts

#### f. Financial

- fiscal arrangements
- taxation
- economic development (includes tourism and recreation)
- financial component
- resource revenues

#### g. General

- eligibility and enrolment
- ratification
- amendment procedures
- dispute resolution
- certainty

#### h. Implementation

- consultation and review of draft settlement legislation
- principles for the development and content of an implementation plan, including timing, funding, and arrangements for monitoring Treaty implementation.

**5.2** The inclusion of a substantive issue 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 Final Agreement is intended to be a treaty and will constitute a land claims agreement within the

meaning of Sections 25 and 35 of the Constitution Act, 1982. The Parties acknowledge that aspects of some substantive issues negotiated, owing to their nature, may not be appropriate to receive constitutional protection and therefore will not be included in the Final Agreement. These aspects will be identified prior to the conclusion of an Agreement-in-Principle.

**5.4** The Parties agree to identify which substantive issues or elements of a substantive issue, may require negotiation on a provincial or regional basis and, if required, to identify a process for those negotiations.

## **6. Negotiation Process**

**6.1** The Chief Negotiators will be responsible for the conduct and coordination of the negotiations.

**6.2** Negotiations will be conducted at a negotiation table. The Chief Negotiators will be responsible for:

- a) managing the negotiation process including the development of workplans and setting of priorities;
- b) negotiating and recommending an Agreement-in-Principle;
- c) implementing and managing the Klahoose First Nation Treaty Process Openness Protocol referred to in Section 11.1 of this Agreement;
- d) implementing detailed procedures, consistent with this Agreement, to guide the Parties during Agreement-in-Principle negotiations as outlined in a document entitled Klahoose Treaty Negotiations Procedures Agreement;
- e) establishing working groups, side tables and other processes, as agreed; and
- f) implementing dispute resolution mechanisms, as agreed.

**6.3** The Parties will record an agreement negotiated on a substantive issue in a Sub-Agreement. The Chief Negotiators will signify their agreement on the substantive issue by initialling the Sub-Agreement.

**6.4** Prior to the signing of the Agreement-in-Principle, any Chief Negotiator may request that any initialled Sub-Agreement or the Agreement-in-Principle be reconsidered and amended by agreement of the Chief Negotiators in writing.

**6.5** Once they have initialled all Sub-Agreements, the Chief Negotiators will finalize negotiations on the Agreement-in-Principle by consolidating the Sub-Agreements and adding necessary provisions as agreed.

**6.6** The Chief Negotiators will signify their agreement on an Agreement-in-Principle by initialling it, and will recommend the completed Agreement-in-Principle to their respective Party for approval.

**6.7** The Parties will signify their approval of the Agreement-in-Principle by signing it.

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

## **7. Overlap Issues**

**7.1** The Klahoose First Nation shall resolve any overlap issues it may have with other First Nations and report back to the Main Table regularly on the status of its overlap discussions.

**7.2** If the lack of resolution related to overlap issues is found to be interfering with the successful conclusion of negotiations, the First Nation may consider other options to resolve the overlap issues, including seeking assistance from the BCTC.

## **8. Interpretation**

**8.1** This agreement is not intended to be legally binding, and does not define, create, recognize, deny or amend any of the rights of the Parties.

**8.2** This Agreement is not intended to be a treaty nor to constitute a land claims agreement within the meaning of Sections 25 and 35 of the Constitution Act, 1982.

**8.3** The treaty negotiations and all related documents, except for a Final Agreement that is in effect, are without prejudice to the positions of the Parties in any proceedings before a court or other forum and shall not be construed as admissions of fact or of liability.

## **9. Suspension of Negotiations**

**9.1** Should any of the Parties decide to suspend the negotiations contemplated by this Agreement, the Party suspending will provide written confirmation, which also sets out the reasons for suspension, to the other Parties and to the BCTC.

**9.2** Prior to a Party exercising its right to suspend negotiations under Section 9.1, the Parties shall in good faith, make all reasonable efforts to enter into appropriate methods of dispute resolution unless the emergent nature of the situation leading to the suspension precludes such dispute resolution efforts.

**9.3** If a Party suspends negotiations under Section 9.1, the Chief Negotiators and their advisors are committed to attending one meeting to explore the possibilities of resolving the issue or issues leading to

the suspension in negotiation, as those issues relate to treaty negotiations. The assistance of the BCTC or, if the Parties agree, an independent facilitator, may be requested for this meeting.

## **10. Dispute Resolution**

**10.1** The Parties will endeavour to resolve disputes which may arise in the course of negotiations by utilizing agreed upon dispute resolution mechanisms.

## **11. Public Information, Openness and Consultation**

**11.1** The Parties recognize the need to provide information to the public on the negotiation process and to consult with those whose interests may be affected by the negotiations. For this purpose, the Parties have negotiated the Klahoose First Nation Treaty Process Openness Protocol to guide the Chief Negotiators during these negotiations.

## **12. Approval of this Agreement**

**12.1** The Chief Negotiators, by initialling this Agreement, will signify their intention to recommend it to the Parties for their approval.

**12.2** The Parties will approve this Agreement by signing it.

**12.3** The Chief Negotiator for the Klahoose First Nation is authorized to sign this Agreement on behalf of the Klahoose First Nation.

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

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

## **13. Amendments**

**13.1** Except as otherwise provided, this Agreement may only be amended by agreement of the Parties in writing.

## **14. Government Programs**

**14.1** During the negotiation process, members of the Klahoose First Nation will continue to enjoy the same rights and benefits as any other citizen of Canada and resident of British Columbia and will have access to the various programs and services of Canada and British Columbia in effect from time to time,

including those directed to Aboriginal people and organizations in accordance with the criteria established from time to time for the application of those programs and services.

## **15. Negotiation Funding**

**15.1** Each Party will be responsible for obtaining funding for its participation in the negotiation process.

**15.2** The Parties acknowledge that the Klahoose First Nation's participation in the negotiation process is subject to the continued availability of funding from the BCTC, in accordance with the BCTC process.

Signed on behalf of the Klahoose First Nation

Kathy Francis

Chief Negotiator, Klahoose First Nation

Signed on Behalf of Her Majesty The Queen in Right of Canada

The Honourable Ronald A. Irwin

Minister of Indian Affairs and Northern Development

Signed on Behalf of Her Majesty The Queen in Right of British Columbia

The Honourable John Cashore

Minister of Aboriginal Affairs