

Canada



**ESKETEMC**



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# **AGREEMENT-IN-PRINCIPLE LOCAL GOVERNMENT RELATIONS CHAPTER**

**Public Release Chapter  
March 31, 2010**

*This public release document is for consultation purposes only. It is not necessarily representative of the final position which may be taken in respect of a matter, and is subject to change. It is without prejudice to the position of the parties in any proceeding before any court or in any other forum and will not be construed as an admission of fact or liability and will not be tendered or relied upon in any such proceedings.*

## LOCAL GOVERNMENT RELATIONS

### BACKGROUND

Canada, British Columbia and the Esketemc are engaged in treaty negotiations in the British Columbia Treaty Commission process. Our treaty negotiations include public consultation and internal review of documents under negotiation by the three Parties.

This document is part of a group of chapters under negotiation for the purposes of an Agreement-in-Principle.

### OBJECTIVE

The Parties are releasing this document as a sample for public information. However, it is intended that the Chapters in any future Esketemc Agreement-in-Principle would be read and understood in the context of the Agreement-in-Principle as a whole.

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For further information on the negotiations, please contact any of the following people:

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## LOCAL GOVERNMENT RELATIONS

### GENERAL

1. On the Effective Date, the Esketemc Government will be responsible for intergovernmental relationships with local governments.
2. Esketemc Lands do not form part of any municipality or electoral area, and do not form part of any regional district unless the Esketemc Government becomes a member of a regional district in accordance with paragraph 9.
3. Nothing in the Final Agreement limits the ability of British Columbia to change the structure of local governments as provided for by the Canadian Constitution.
4. British Columbia will consult with the Esketemc Government on any changes to the structure or boundaries of local government that directly and significantly affect the Esketemc Government.

### INTERGOVERNMENTAL AGREEMENTS

5. To facilitate respectful, practical, cooperative and mutually beneficial relationships with local and First Nation governments or authorities, the Esketemc may enter into agreements with such governments or authorities, including agreements that pertain to local governments. The matters that may be covered by these agreements include, but are not limited to:
  - a. infrastructure planning, development and management;
  - b. the delivery of programs or services;
  - c. administration, training and capacity building;
  - d. land and resource planning and management;
  - e. economic development;
  - f. environmental and stewardship protection;
  - g. financial administration and cost sharing; and

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- h. dispute resolution.
6. Relationships contemplated under paragraph 5 will pursue the following fundamental principles:
- a. mutual respect and understanding;
  - b. cooperation and flexibility;
  - c. harmonization and co-ordination of services and planning; and,
  - d. economies of scale.
7. The Esketemc Government may enter into agreements with Local Government with respect to the provision of and payment for the delivery of:
- a. Local Government services on or to Esketemc Lands; and
  - b. Esketemc services on or to lands under jurisdiction of Local Government.
8. The Esketemc Government agrees to consult with Local Government regarding planned activity on land that is contiguous with development that is on that Local Government boundary.

#### **REGIONAL DISTRICT MEMBERSHIP**

9. The Esketemc Government may become a member of a regional district as set out in Provincial Law.
10. If the Esketemc Government is a member of the regional district the Esketemc Government will appoint a director to the board of the regional district and the Director will have the powers, duties and functions of a treaty First Nation director of the regional district board as set out in Provincial Law.
11. If the Esketemc Government is a member of the regional district and a dispute arises, the Esketemc Government may be required to use a dispute resolution process as set out in Provincial Law.

#### **REGIONAL HOSPITAL DISTRICT MEMBERSHIP**

12. Esketemc Lands form part of the Cariboo Chilcotin Regional Hospital District.

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13. On the Effective Date, the Esketemc will be a member of the Cariboo Chilcotin Regional Hospital District and will appoint an elected member of the Esketemc Government to sit as a director on the board of the Cariboo Chilcotin Regional Hospital District in accordance with Provincial Law.
14. The Esketemc director will have the functions, powers, duties, obligations and liability protections of a municipal director of the regional district hospital board as is provided to a "treaty first nation director" under Provincial Law.
15. Where the Esketemc becomes a member of the Cariboo Chilcotin Regional District under paragraph 13, the Esketemc membership in the Cariboo Chilcotin Regional Hospital District under paragraph 13 will be replaced through regional district membership.