

Sechelt Framework Agreement

This Agreement dated this day of _____ among **Sechelt Indian Band** (hereinafter referred to as Sechelt)

and

Her Majesty the Queen in Right of Canada as represented by the Minister of Indian Affairs and Northern Development (hereinafter referred to as Canada)

and

Her Majesty the Queen in Right of British Columbia as represented by the Minister of Aboriginal Affairs (hereinafter referred to as British Columbia)

(hereinafter referred to collectively as the Parties)

WHEREAS:

The Sechelt Indian Band Self-Government Act, B.C. 1986, c-27, was proclaimed into force on October 9, 1986, establishing Sechelt as a self-governing band;

The Sechelt Indian Government District Enabling Act, S.B.C., c. 16, was proclaimed into force on July 23, 1987, recognizing the federally created Sechelt Indian Government District and clarifying the relationship between the Sechelt Indian Government District and British Columbia;

Sechelt presented *A Practical Proposal for resolving the Indian land claim in British Columbia as it affects the Sechelt Indian Band* to Canada and British Columbia on October 9, 1989;

This **Framework Agreement** has been initialled by the Chief Negotiators for Sechelt, British Columbia, and Canada signifying their intention to recommend this Framework Agreement for approval in accordance with section 8.1.

Dated December 14, 1994 in the City of Victoria in the Province of British Columbia.

Chief Garry Feschuk
Chief Negotiator
Sechelt Rand Brant
Chief Negotiator
British Columbia Robin Dodson
Chief Negotiator

Canada

Sechelt's Comprehensive Claim was accepted for negotiation by Canada on April 15, 1991 and by British Columbia on June 20, 1991;

Sechelt, Canada and British Columbia intend to negotiate within the six -stage-British Columbia Treaty Commission process and have met the requirements established by the British Columbia Treaty Commission to commence framework negotiations;

The Framework Stage provides the opportunity for all Parties to gain an understanding of the interests, issues and concerns each Party will bring to negotiations that will follow;

This Agreement is intended to establish the negotiation process; and The understanding gained during the Framework Stage and the processes set out in this Agreement are intended to facilitate effective and efficient negotiation.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

"Chief Negotiator" includes, if so authorized, a person designated by a Chief Negotiator to act in place of the Chief Negotiator.

2. PURPOSE

2.1 The purpose of this Agreement is to guide the conduct of negotiations among the Parties and is to set forth the substantive issues, process -and timing to complete the Agreement-in-Principle Stage of the British Columbia Treaty Commission process.

3. SCHEDULING AND TIMING

3.1 Following the signing of this Agreement, the Parties will agree on the length of time that it should take to complete the Agreement-in- Principle Stage of the British Columbia Treaty Commission process.

4. PARTIES TO NEGOTIATIONS AND AGREEMENTS

4.1 The only parties to the Agreement-in-Principle will be Sechelt, Canada and British Columbia.

5. SUBSTANTIVE ISSUES FOR NEGOTIATION

5.1 The following is a listing of substantive issues that the Parties intend to address during the negotiation of an Agreement-in-Principle. The list is not intended to be restrictive and may be added to by agreement in writing of the Chief Negotiators.

- Access
- Amendment procedures
- Certainty and finality
- Culture and heritage
- Dispute resolution
- Eligibility
- Environmental assessment, protection, management and review procedures
- Financial component of settlement
- Fish and wildlife harvesting- and management
- Institutions, authorities, financing and taxation powers of Sechelt government
- Implementation
- Land use planning and land management
- Expansion of land base of Sechelt
- Criteria for future land acquisition as Sechelt lands within the meaning of the *Sechelt Indian Band Self-Government Act, B.C. 1986, c-27*
- Natural resources management and allocation
- Overlapping claims
- Parks and protected areas
- Ratification
- Relationship of the Sechelt government to provincial and federal government
- Resource revenue sharing
- Subsurface ownership
- Third party and public interests
- Water management

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,

5.3 The Parties agree that any substantive issue, or elements of a substantive issue, may require negotiation on a regional or provincial basis.

5.4 The Chief Negotiators may agree that any substantive issue, or elements of a substantive issue, may be more appropriately dealt with in a different manner or outside the treaty negotiation process.

5.5 The Parties acknowledge that the list of substantive issues may be modified as a result of each Party's consultation and mandate development processes.

6 NEGOTIATION PROCESS

6.1 Negotiations will be conducted at a main table to which each Party will send an appointed Chief Negotiator. The Chief Negotiators will be responsible for the conduct and coordination of the negotiations.

6.2 The Chief Negotiators may, by agreement, establish side tables, consisting of members of the negotiating teams, to explore options for consideration by the main table or to negotiate and make recommendations for consideration, by the main table on matters delegated to a side table by the Chief Negotiators.

6.3 The Chief Negotiators may, by agreement, establish technical working groups consisting of members of negotiating teams or people with a specialized knowledge of the issue; or both, to conduct joint research and analysis on matters arising at the main table or a side table and develop options for consideration by the main table or the side table, or both.

6.4 The results of each negotiation of a substantive issue will be recorded in a sub-agreement. The Chief Negotiators will signify their agreement on a substantive issue by initialling the sub-agreement on that substantive issue.

6.5 The sub-agreements which have been initialled may, by agreement of the Chief Negotiators, be reconsidered and amended.

6.6 Once all sub-agreements have been initialled, the Chief Negotiators will take the necessary steps to complete a draft Agreement-in-Principle by consolidating all sub-agreements and such other provisions as may be necessary.

6.7 The Chief Negotiators will recommend the draft Agreement-in-Principle to their respective principals for approval.

6.8 The Agreement-in-Principle will be concluded upon having been approved and signed by the Parties.

6.9 After the Agreement-in-Principle has been concluded the Parties will negotiate, on a timely basis, a Final Agreement based on the Agreement-in-Principle.

6.10 Detailed procedures to guide the Parties during Agreement-in-Principle negotiations are outlined in "Procedures for Agreement-in-Principle Negotiations among Sechelt, Canada and British Columbia" attached as Appendix A. These procedures may be amended by agreement in writing of the Chief Negotiators.

7. OPENNESS OF NEGOTIATIONS

7.1 The Parties recognize the importance of sharing information on the negotiation process and, for this purpose, have agreed to follow the "Openness Protocol for Agreement-in-Principle negotiations among - Sechelt, Canada and British Columbia" attached as Appendix 3. This protocol may be amended by agreement in writing of the Chief Negotiators.

8. APPROVAL OF THIS AGREEMENT

8.1 Initialling of this Agreement by the Chief Negotiators signifies their intention to recommend this Agreement to the Parties for their approval.

8.2 Sechelt will approve this Agreement pursuant to section 9 of the *Sechelt Indian Band Self-Government Act, B.C. 1986, c-27*.

8.3 The Minister of Indian Affairs and Northern Development is authorized to ratify this Agreement on behalf of Canada, pursuant to section 4 of the *Department of Indian Affairs and Northern Development Act, R.S.C. 1985, c.I-6*.

8.4 The Minister of Aboriginal Affairs and the Executive Council of British Columbia have the authority to ratify this Agreement.

9. OVERLAPPING CLAIMS

9.1 Sechelt will attempt to resolve overlapping claims with other First Nations who have an overlap.

10. NEGOTIATION FUNDING

10.1 Each of the Parties will be responsible for funding its own participation in the negotiation process.

11. GOVERNMENT PROGRAMS

11.1 During the negotiation process Sechelt and members of the Sechelt Indian Band will continue to enjoy the same rights and benefits as any other citizen or organization 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, including Indian bands, in accordance with the policies in effect from time to time governing those programs and services.

12 INTERPRETATION

12.1 Nothing in this Agreement is to be interpreted as creating, recognizing or denying rights. These negotiations are without prejudice to the legal position taken by any of the Parties in court or otherwise.

13 LEGAL NATURE OF THE FINAL AGREEMENT

13.1 Subject to section 13.2, the Final Agreement Will constitute a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982* (Canada).

13.2 The issue of whether Sechelt governance, including governance provisions referred to in section 5.1, will receive constitutional protection will be addressed prior to concluding an Agreement-in-Principle.

14. AMENDMENTS

14.1 Except where this Agreement permits amendment by the agreement of the Chief Negotiators, this Agreement may only be amended by agreement of the Parties in writing.

15. APPENDICES

15.1 Appendices A and B form part of this Agreement.

IN WITNESS WHEREOF the Parties hereby execute the Framework Agreement this day of _____

The Seal of the Sechelt Indian Band was hereto affixed in the presence of:

Chief Garry Feschuk

Councillor J. Calvin Craigan

Councillor Trent David Dixon

Councillor Theresa M. Jeffries

Councillor Wesley Jeffries

SIGNED on behalf of HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA BY:

The Honourable John Cashore
Minister of Aboriginal Affairs

Witness:

Address:

SIGNED on behalf of HER MAJESTY THE QUEEN IN RIGHT OF CANADA BY:

The Honourable Ron Irwin
Minister of Indian Affairs and
Northern Development

Witness:

Address: