

PROTOCOL AGREEMENT

BETWEEN:

SNUNEYMUXW FIRST NATION, a "Band" as that term is defined in the *Indian Act* (Canada), as represented by the Snuneymuxw Chief and Band Council, having an administrative office at 668 Centre Street, Nanaimo, British Columbia, V9R 4Z4

("Snuneymuxw")

AND:

THE REGIONAL DISTRICT OF NANAIMO in the Province of British Columbia, as represented by its Chairperson and Board of Directors, having an administrative office at 6300 Hammond Bay Road, Nanaimo, British Columbia, V9T 6N2

(the "RDN")

INTRODUCTION

Snuneymuxw and the RDN wish to engage in positive, co-operative, and mutually respectful government-to-government discussions on issues of common interest to them, including servicing agreements, matters of cultural importance such as the protection of culturally sensitive sites, the mutual benefits of enhancing the economic, recreational and environmental status of the Nanaimo region, land and resource use planning and participation in regional management, and the development of this Protocol Agreement.

1. PURPOSE OF PROTOCOL AGREEMENT

The purpose of this Protocol Agreement is to provide a framework and timelines for:

- (a) Reaching agreements on issues discussed between the parties from time to time, including those issues specifically identified herein, and

- (b) For setting out policies, procedures, and processes for the way in which Snuneymuxw and the RDN will interact from time to time.

2. NATURE OF PROTOCOL AGREEMENT

It is intended by Snuneymuxw and the RDN that this agreement will form the basis for a continuing relationship between them. As such, it is intended that the parties will act upon and implement its provisions on an ongoing basis until such time as those provisions are reviewed, amended, or terminated under clause 11, or the parties enter into a more detailed agreement replacing any specific provision of this Protocol Agreement.

3. INTERESTS AND GOALS

Snuneymuxw and the RDN have the following common goals and interests:

- (a) Cooperation and harmonization of effort in finding satisfactory ways to meet each other's goals, interests, and responsibilities in regional management;
- (b) Certainty in planning for regional growth and development through timely two-way sharing of information (such as regional growth data and forecasting statistics);
- (c) Cooperation and harmonization of effort in the management of regional expansion, with meaningful participation by Snuneymuxw in the overall development and growth of the region on a government-to-government basis with the RDN;
- (d) Good health, economic opportunities and wellbeing in all communities;
- (e) Cost effective, fair and efficient service arrangements between Snuneymuxw and the RDN;
- (f) Equitable and fair sharing of costs and payments for services and capital requirements;
- (g) Cooperation and harmonization of efforts in dealing with third parties to meet regional needs.

4. COMMITMENTS

The parties acknowledge and agree that:

- (a) They are committed to applying the principles and commitments set out in this agreement to the negotiation of all future specific agreements.

- (b) They will use all reasonable efforts to support the interests and goals set out in this Agreement.
- (c) The Parties are committed to cooperation on regional growth management and the timely exchange of land use planning information as a key tool in regional land use planning decision-making, and so as to support and integrate each other's respective goals and interests into any overall regional growth strategy.

5. ENTRY INTO PROTOCOL AGREEMENT

- (a) Snuneymuxw and the RDN are approaching this Protocol Agreement:
 - In furtherance of their government-to-government relationship;
 - With a view to building that relationship based on the principles of trust and goodwill toward each other, rather than meeting minimum legal obligations toward each other;
 - With a view also to guiding principles of mutual recognition and respect for each other, for connections to land in the Nanaimo region, and for matters of cultural and historic importance to each other; and a desire for and in recognition of the need for reconciliation, which may be achieved in many different ways;
 - In particular with respect for each other's rights, obligations, responsibilities, mandates, policies, and areas of jurisdiction in the Nanaimo region;
 - In a spirit of cooperation and compromise where necessary and beneficial; and
 - With the common vision of greater prosperity and well-being for all residents of the Nanaimo region as a result of their relationship.
- (b) Upon signing, this Protocol Agreement will become the principal working document which Snuneymuxw and the RDN will use as the basis for discussions on all matters of common interest or of interest to either party from time to time, and for developing further process arrangements and other specific agreements between them that they may consider necessary or desirable from time to time.
- (c) Nothing in this Protocol Agreement alters, limits, or derogates from the legally-defined roles, rights, responsibilities and duties of each party.

6. ECONOMIC OPPORTUNITIES

- (a) Snuneymuxw and the RDN wish from time to time to identify and foster economic opportunities in the Nanaimo region to improve the quality of life for all its residents, and to collaborate on the development and implementation of projects of mutual interest and benefit.

- (b) Without limiting the scope of paragraph (a), those opportunities may include tourism, recreation, forestry resources, gravel and commercial development.
- (c) The protocol agreement working group established under clause 10 will discuss options for specific projects identified in those areas, and establish an agreed priority, timelines, and processes for development and implementation of those projects.
- (d) The protocol agreement working group will discuss and establish an agreed priority, timelines, and processes for development and implementation of any other specific projects of the kind contemplated in paragraph (a) and identified from time to time during the term of this agreement by either Snuneymuxw or the RDN through their respective representatives on the working group.

7. PROVISION OF SERVICES

- (a) Snuneymuxw and the RDN are engaged in ongoing discussions regarding the provision and funding of wastewater collection and disposal systems for Snuneymuxw community lands which will discharge into the City of Nanaimo collection infrastructure and the RDN pumping, treatment and disposal facilities.
- (b) Building on those discussions, Snuneymuxw and the RDN wish to develop an agreement on the provision of efficient and affordable wastewater services to residents and businesses on Snuneymuxw lands.
- (c) The protocol agreement working group established under clause 10 will discuss processes and timelines for the development of any other agreements related to servicing that the parties consider will support the objective of paragraphs (a) and (b) of this clause.
- (d) The parties acknowledge that Snuneymuxw envisions being a utility provider in its own right at some point in the future in order to meet its cultural, social, economic and legal responsibilities, interests and goals.

8. LAND USE PLANNING AND DEVELOPMENT

- (a) Both Snuneymuxw and the RDN support approaches to land use planning and development that support sustainable communities and minimize impacts on those communities and on watersheds.
- (b) Snuneymuxw and the RDN wish to develop an agreement on working together on land use planning and development in the Nanaimo region in an integrated fashion to the benefit of all.

- (c) Without limiting the contents of that agreement or any discussions under this clause, the parties will include in their discussions issues relating to the protection of Snuneymuxw's land use and stewardship interests.
- (d) The protocol agreement working group established under clause 10 will discuss processes and timelines for the development of the agreement referred to in paragraph (b) above, as well as the prospective content of the agreement.
- (e) Without limiting any other content, the proposed agreement may address matters such as the consultation and information exchange on the development of community plans, zoning and land use by-laws, planning processes, land servicing issues generally, environmental protection, waste management, transportation planning, parks, regional growth, heritage site and cultural protection policies, information exchange on statutory processes governing either party's approach to land use planning, public information and consultation processes, and related matters.

9. COMMUNICATIONS AND CONFIDENTIALITY

As soon as practicable after the signing of this Protocol Agreement, the protocol agreement working group established under clause 10 will meet to discuss and establish procedures addressing:

- (a) Confidentiality issues from time to time on matters being dealt with under the Protocol Agreement and related agreements;
- (b) Joint and separate public communications on such matters;
- (c) Processes for inter-party communication at various levels between the Chief of Snuneymuxw and the Chairperson of the RDN, between elected officials, and between staff, with the goal of improving and increasing the efficiency of day-to-day operational and political communications between the parties;
- (d) Timely notification to each other of matters of potential concern or impact to the other party, including initiatives undertaken by third parties that have come to the attention of either Snuneymuxw or the RDN;
- (e) Regular and emergency information exchange processes, including information on institutional and operational process of both parties and staff or officials in each organization authorized to deal with specific issues;
- (f) Regular updates to each other on organizational authorities and personnel information;

- (g) Such other matters relating to communications and confidentiality as the protocol agreement working group members consider will support the objectives of this Protocol Agreement.

10. PROTOCOL AGREEMENT WORKING GROUP

- (a) Immediately after the signing of this agreement a permanent protocol agreement working group will be formed, comprising:
 - (i) The Chief of Snuneymuxw from time to time;
 - (ii) The Chairperson of the RDN from time to time;
 - (iii) Two Snuneymuxw Band Councillors nominated by the Chief of Snuneymuxw;
 - (iv) Two regional directors nominated by the Chairperson of the RDN;
 - (v) Staff members as required by either party to support the work of the protocol agreement working group.
- (b) The Chief or Chairperson as the case may be may appoint alternate members to the protocol agreement working group as necessary to ensure that the work of the group continues during temporary absences of any member.
- (c) The working group will meet to carry out its commitments under this Protocol Agreement, to develop further agreements as may be necessary or desirable from time to time, to review progress on the development of related agreements, and any other requisite matters falling under its responsibilities.
- (d) The working group will:
 - (i) Develop procedures governing frequency, timing, location, and record-keeping of matters arising out of its meetings;
 - (ii) Meet as soon as is reasonably practicable after the signing of this agreement to discuss the process for implementation of matters included in this agreement;
 - (iii) Select a chairperson by agreement;
 - (iv) Establish a process to discuss reviews of, amendments to, or termination of this Protocol Agreement under clause 11 below;
 - (v) Meet at the call of the chairperson appointed pursuant to paragraph (iii) above;
 - (vi) Use all reasonable efforts to meet as frequently as necessary to carry out its responsibilities under this agreement; and
 - (vii) Meet once a month for the first three months following the signing of this agreement.

11. REVIEWS, AMENDMENTS, AND TERMINATION

- (a) Snuneymuxw and the RDN agree that this Protocol Agreement:
 - (i) Shall take effect upon its adoption by resolution of each party; and

- (ii) Is a living document and may be subject to amendment from time to time by agreement in writing and as authorized by each party.
- (b) The protocol agreement working group established under clause 10 will discuss and agree upon a process for monitoring and reviewing this Protocol Agreement from time to time with a view to determining whether any amendments may be required.
- (c) This Protocol Agreement may be terminated by either party providing to the other party sixty days' notice in writing.

12. DISPUTE AVOIDANCE AND RESOLUTION

- (a) Snuneymuxw and the RDN are committed to open, honest, and respectful interaction with each other in order to communicate effectively and to avoid disputes.
- (b) In that spirit, the parties will seek to avoid disputes relating to this agreement (and, if they choose, in any other context) by actively listening to each other's concerns, seeking clarification of issues and statements to avoid misunderstandings, understanding differing cultural approaches to communication, and adopting such other mechanisms and processes that will assist in achieving the avoidance of disputes if possible.
- (c) In the event of a dispute or disagreement arising out of this Protocol Agreement and the processes and commitments set out in it, the parties will set the issue aside temporarily until the protocol agreement working group next meets.
- (d) At the next meeting of the protocol agreement working group, the members of the group will review the issue and discuss means to solve the disagreement to their mutual satisfaction.
- (e) If the issue cannot be resolved at the working group level, the Chief of Snuneymuxw and the Chairperson of the RDN will engage in informal discussions in an attempt to resolve the issue.
- (f) The parties may agree in writing to adopt more formal dispute resolution processes with respect to a particular issue, and to share the costs of the agreed process.

13. GENERAL

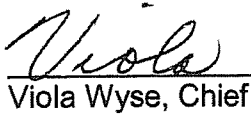
- (a) The parties are committed to the following guiding principles regarding the timelines for negotiating the agreements referred to in this Protocol Agreement:

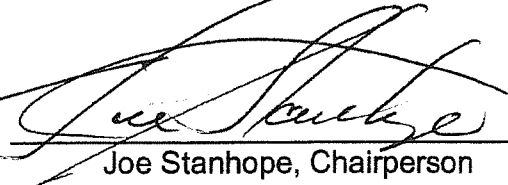
- (i) Discussion and negotiations will take place in a prompt and timely manner without undue or unreasonable delays on the part of either Snuneymuxw or the RDN;
 - (ii) The parties acknowledge that the work required to discuss and complete the agreements will require not only commitment and cooperation, but the investment of time and effort on the part of each of them and their respective representatives;
 - (iii) The parties will therefore ensure that they discuss and attempt to establish mutually satisfactory priorities for the order of development of the various agreements referred to in this Protocol Agreement;
 - (iv) The parties also recognize and respect each other's commitments and obligations to other matters within their respective jurisdiction and will therefore approach timelines with flexibility and in a spirit of understanding and reasonable compromise where necessary or desirable to accommodate each other's schedules and other commitments.
- (b) Each party will bear their own costs for the preparation and implementation of this and all other agreements referred to in or resulting from this Protocol Agreement. The parties may also work together to apply for funding from external sources to support this agreement and projects being developed under this agreement, and may agree to share the costs of certain projects from time to time.

SIGNED AT Nanaimo, BC on this 18th day of June, 2009.

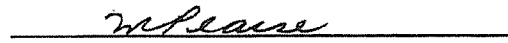
SNUNEYMUXW FIRST NATION

REGIONAL DISTRICT OF NANAIMO


 Viola Wyse, Chief


 Joe Stanhope, Chairperson


 Dave Mannix


 Maureen Pearce, Senior Manager
 of Corporate Administration