SUNSHINE COAST

ElderCollege

Governance Sharing

John and Nancy Denham

with shíshálh Nation witnesses

hiwus (Calvin Craigan) and Warren Paull

shíshálh Nation / British Columbia

FOUNDATION AGREEMENT

Extracts from legal document follow

WHEREAS:

A. shíshálh people have a unique relationship to and connection with the land and resources throughout the shíshálh swiya, which are important to shíshálh Nation's community, culture, health and future, and to the maintenance of shíshálh Nation's governance, laws and economy;

B. The Supreme Court of Canada in *Tsilhqot'in Nation v British Columbia*, 2014 SCC 44, found that the Tsilhqot'in Nation had established Aboriginal title in British Columbia;

C. The Province recognizes that shíshálh Nation's Title and Rights exist in the shíshálh swiya, and it is in our respective interests to continue to foster a deeper collaborative relationship in relation to the land, resources, and economic development opportunities within the shíshálh swiya, and to ensure that shíshálh Nation's right to self-determination, including the inherent right of self-government, is realized;

1.1 The purpose of this Foundation Agreement is to:

(a) establish a long-term relationship between shíshálh Nation and the Province through which substantial progress in reconciliation consistent with section 35(1) of the *Constitution Act, 1982* and the UN Declaration will be advanced;

2.2 Part 3 of this Foundation Agreement identifies:

(a) our joint vision related to transforming our relationship; strengthening shíshálh community and culture; building the economy and stewarding the environment within the shíshálh swiya; and building partnerships; and

(b) key principles that we agree will guide our conduct in implementing this Foundation Agreement.

2.3 Part 4 of this Foundation Agreement identifies Immediate Measures we will take to begin achieving our joint vision that will tangibly demonstrate a new and collaborative path of reconciliation and build momentum between us to:

2.4 Part 5 of this Foundation Agreement identifies the Milestones which we will work to achieve throughout the life of this Foundation Agreement to:

Building Partnerships

3.13 The work of reconciliation cannot be done between us alone. We have approached Canada to be a part of this work, and we will jointly encourage Canada to join us in implementing the joint vision set out under this Foundation Agreement.

3.14 Individuals, communities, organizations and industry throughout the shíshálh swiya will have roles to play to support the work under this Foundation Agreement and will be engaged in various ways throughout the life of this Foundation Agreement, including building understandings in relation to the work being done together through this Foundation Agreement.

PART 4 - IMMEDIATE MEASURES

4.1 We will implement the Immediate Measures set out in Part 4 of this Foundation Agreement within five years of the Effective Date.

Gravel Lands

4.2 As soon as practicable after the Effective Date the Province will transfer fee simple title to the Gravel Lands, including the gravel on and under the Gravel Lands, in accordance with the Land Transfer Agreement.

DL 1592

4.3 As soon as practicable after the Effective Date, the Province will transfer fee simple title to the DL 1592 Lands in accordance with the Land Transfer Agreement.

BCTFA Lands

4.4 Under section 8.1 of the Land Transfer Agreement, the BC Transportation Finance Authority has agreed to determine whether or not the BCTFA Lands should be declared surplus to its purposes under the *Transportation Act* within three years of the Effective Date, or such other date as may be agreed to among the BC Transportation Finance Authority, the Province and shíshálh Nation.

Golf Course Lands

4.11 We will work with the District of Sechelt to transfer fee simple title to the Golf Course Parcel to shíshálh Nation as set out in the Golf Course Letter.

4.12 If the Golf Course Parcel cannot be transferred to shíshálh Nation, we will attempt to reach agreement on alternate lands or benefits to be transferred to shíshálh Nation.

Residential Lands

4.14 The Province acknowledges the importance to shíshálh Nation of addressing shíshálh peoples' current housing needs as an Immediate Measure and shíshálh Nation's view that the provision of the Residential Lands and, if necessary, funds to acquire alternate private lands to make up any shortfall in the Residential Lands quantum, are critical to the successful implementation of this Foundation Agreement.

4.15 Within 18 months of the Effective Date, we will work together to attempt to identify 80 hectares of provincial Crown land within the shíshálh swiya suitable for the Residential Lands.

Nelson Island Land Payment

4.20 The Province will provide shíshálh Nation with a cash payment of **$900,000** as soon as practical after the Effective Date to enable shíshálh Nation to work with BC Hydro to purchase the Nelson Island Lands.

Tenures

4.24 The Province will work with shíshálh Nation to identify foreshore areas within the areas fronting Sechelt Lands and shíshálh Nation-owned fee simple parcels as shown in Schedule D and recommend that the responsible Minister withdraw the identified areas from disposition under section 16 or 17 of the *Land Act* R.S.B.C. 1996, c.245 as appropriate.

4.25 The Province will work with shíshálh Nation to identify, and assist it to apply for, water licences for both domestic purposes and hydro-electric power generation purposes within the shíshálh swiya.

Lands Status

4.21 We will jointly seek to engage with Canada to attempt to establish within five years of the Effective Date a tripartite process to add lands transferred under this Foundation Agreement to Sechelt Lands and to discuss the potential recognition and establishment of those lands as another agreed-to form of land ownership, including Aboriginal title lands.

Forestry

4.28 Over the first five years of the term of this Foundation Agreement, we will work to attempt to increase the share of the volume of timber that may be harvested under replaceable tenures issued to shíshálh Nation, or entities owned or controlled by shíshálh Nation, to 210,000 cubic meters, representing approximately 35% of the annual allowable cut within the shíshálh swiya.

4.29 To increase shíshálh Nation's participation in the forest economy in the shíshálh swiya, the Province will provide shíshálh Nation with the interim forestry revenue sharing payments set out in Schedule E.

Government-to-Government Structures

k'ats'awattsut kwe stexwnixws kwe slatsemats tems slelattsut (Solutions Forum)

k'ats'awattsut kwe stexwnixws kwe sxetalstxws te ʔewkw'stam (Relationship and Implementation Forum)

kwenamtawlh kwe stsxwinamstxws (Shared Decision-Making Board)

Establishment and Roll-Out of Shared Decision-Making Process

4.37 We will establish a Shared Decision-Making Process in relation to Applications in the shíshálh swiya in accordance with sections 4.38 to 4.60 and Schedule H.

4.38 The Shared Decision-Making Process will establish a new way of co-operating between shíshálh and the Province that will:

(d) be a consensus-building space for land and resource decisions in the shíshálh swiya that are subject to the Shared Decision-Making Process; and

4.39 Unless we otherwise agree, the Shared Decision-Making Process will apply to:

(a) Forestry Decisions, immediately upon the Effective Date;

(b) decisions on Dock Tenures, within three months of the Effective Date;

(c) decisions on other Authorizations in addition to those in sections 4.39(a) and (b) made by the provincial Ministry of Forests, Lands, Natural Resource Operations and Rural Development, by the second anniversary of the Effective Date; and

Annual Review

4.51 Unless the Board otherwise agrees, the Board will meet annually to review the Shared Decision-Making Process in light of the performance criteria and metrics agreed upon by the Board from time to time and will consider how the Shared Decision-Making Process may be improved or re-designed to create additional efficiencies or resolve any issues that may have arisen with respect to the operation of the Shared Decision-Making Process and how this Foundation Agreement may be amended accordingly.

k'ats'awattsut kwe sninishinmitit te seysiyayem ʔe shíshálh swiya (Forest Licensee Engagement Table)

k'ats'awattsut kwe sninishinmitit te syichams te shíshálh swiya (Land Use Planning Table)

k'ats'awattsut kwe sninishinmitit te ʔewkw' sʔayʔiy ni ʔe tems swiya (Resource Management Table)

k'ats'awattsut kwe skwennexws she tala kwe skwenamts te shíshálh (Socio-Cultural Table)

Evolution of shíshálh Nation Self-Government

4.73 We acknowledge that the evolution and implementation of shíshálh Nation's inherent right of self-government, as expressed in the UN Declaration, is a fundamental aspect of advancing reconciliation between us, and we agree to:

(a) work collaboratively to further identify and define the relationship between shíshálh Nation laws and jurisdiction and the Province's laws and jurisdiction;

4.74 In addition to establishing the Board, Land Use Planning Table, Resource Management Table and Socio-Cultural Table, we will work together to support the evolution and implementation of shíshálh Nation's inherent right of self-government as contemplated under section 4.73 through the following additional initiatives:

(a) within 18 months of the Effective Date, we will negotiate and attempt to reach agreement on consent-based decision-making initiatives that can be implemented in relation to land and resource decisions in the shíshálh swiya under existing provincial and shíshálh Nation laws as part of further operationalizing the principle of free, prior, and informed consent;

Social, Culture, and Community

4.77 The Relationship and Implementation Board will identify and recommend geographical features and locations within the shíshálh swiya to be re-named with shíshálh Nation place names within five years of the Effective Date.

4.78 The Relationship and Implementation Board will identify and recommend the installation of highway and road signage with shíshálh Nation place names within five years of the Effective Date.

4.79 The Province will provide a payment of **$950,000** to shíshálh Nation as soon as practical after the Effective Date for socio-cultural or community initiatives to be identified by shíshálh Nation, such as:

(a) housing and infrastructure related initiatives, including identifying land options, community needs, and developing a housing strategy;

Implementation Funding

4.82 The Province will provide funding to shíshálh Nation in the amount of **$5.15 million** for implementation of the Foundation Agreement, as follows:

Federal Involvement

6.1 We understand that ongoing reconciliation of our respective interests will require the involvement of Canada. Accordingly, we will endeavour to include Canada in our reconciliation efforts.

IN WITNESS WHEREOF the Parties have executed this Foundation Agreement as of the day and year first above written.

Signed on behalf of:
shíshálh Nation

Warren Paull
hiwus (Chief)

Selina August
Councillor

Alvina Paul
Councillor

Keith Julius
Councillor

Corey August
Councillor

Witness of shíshálh Nation signatures

Signed on behalf of:
Government of British Columbia

Honourable John Horgan
Premier

Honourable Doug Donaldson
Minister of Forests, Lands, Natural Resource Operations and Rural Development

Honourable Scott Fraser
Minister of Indigenous Relations and Reconciliation

Witness of Premier and Ministers' signatures

After 23 months of negotiating, the shíshálh Nation and the province have signed the first major reconciliation agreement of its kind between the government and an Indigenous community.

The agreement is a "completely new model for true reconciliation in British Columbia," said shíshálh Nation Chief Warren Paull. He said it "will set the foundation for the next 25 years," and that the agreement pushes past "obstacles that have caused massive delay, conflict and contention in the past."

shíshálh Nation / British Columbia

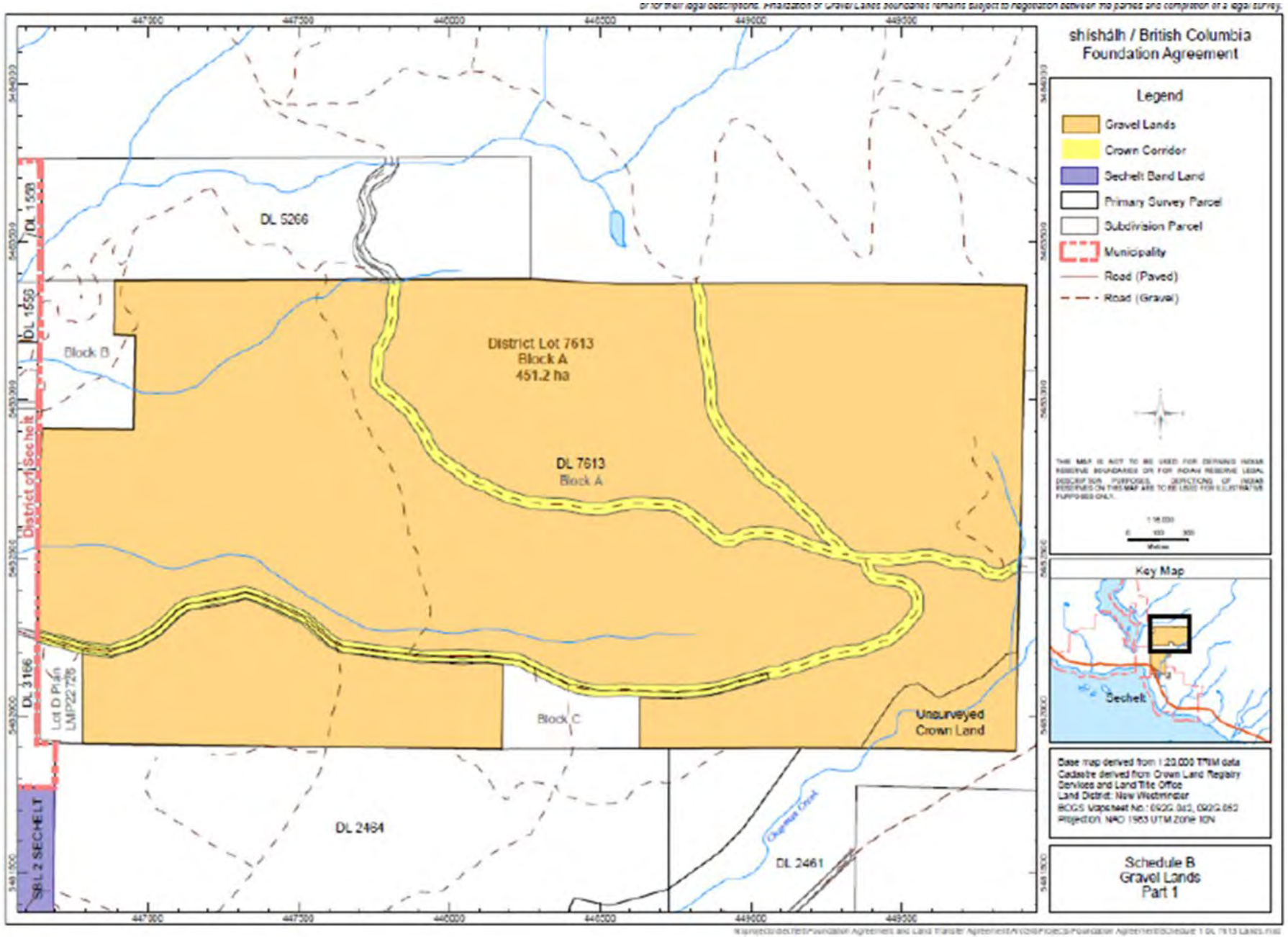
FOUNDATION AGREEMENT

shíshálh Nation

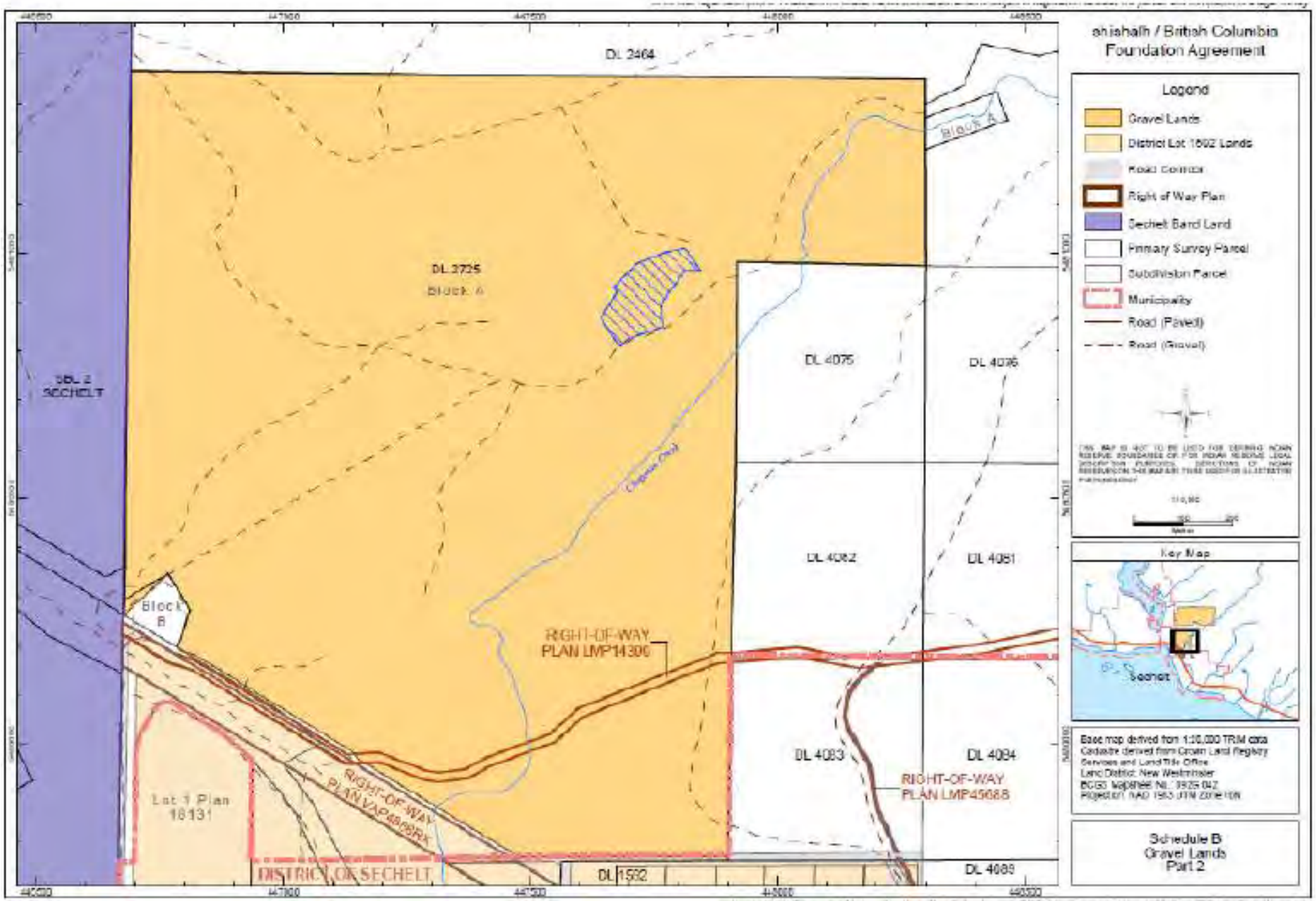
BRITISH COLUMBIA

Relevant Maps from legal document

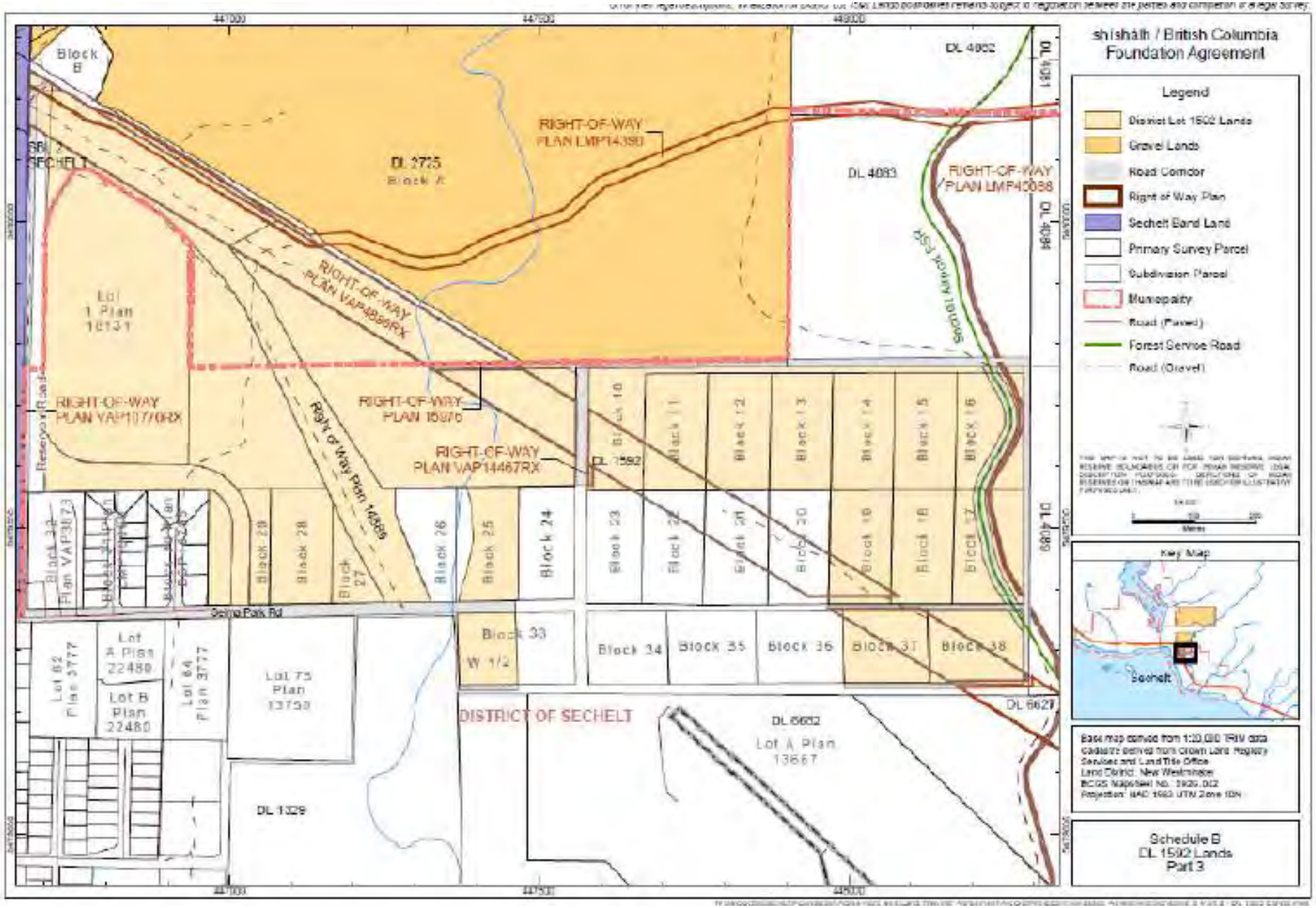
Part 1 - Map of Gravel Lands



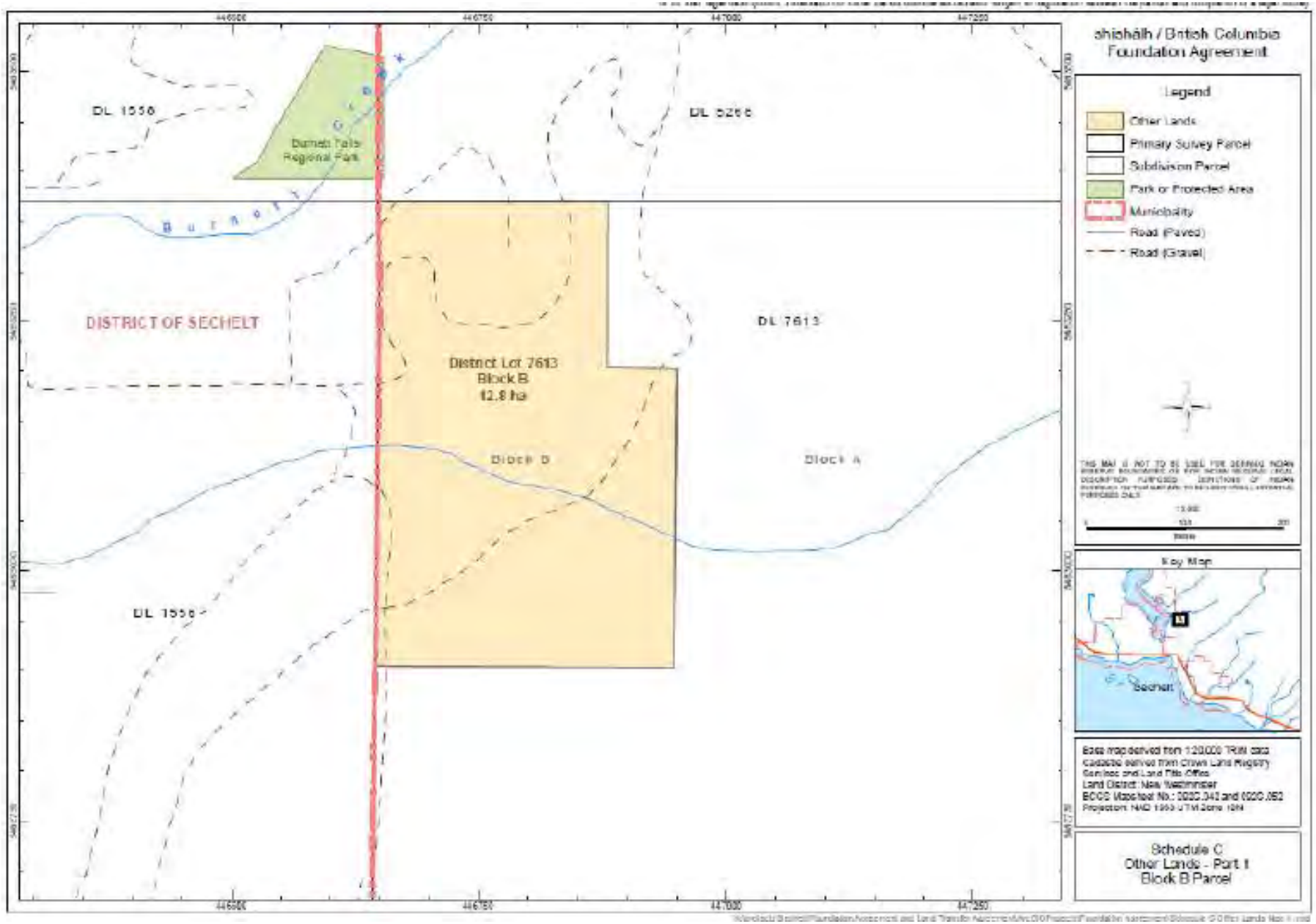
Part 2 - Map of Gravel Lands



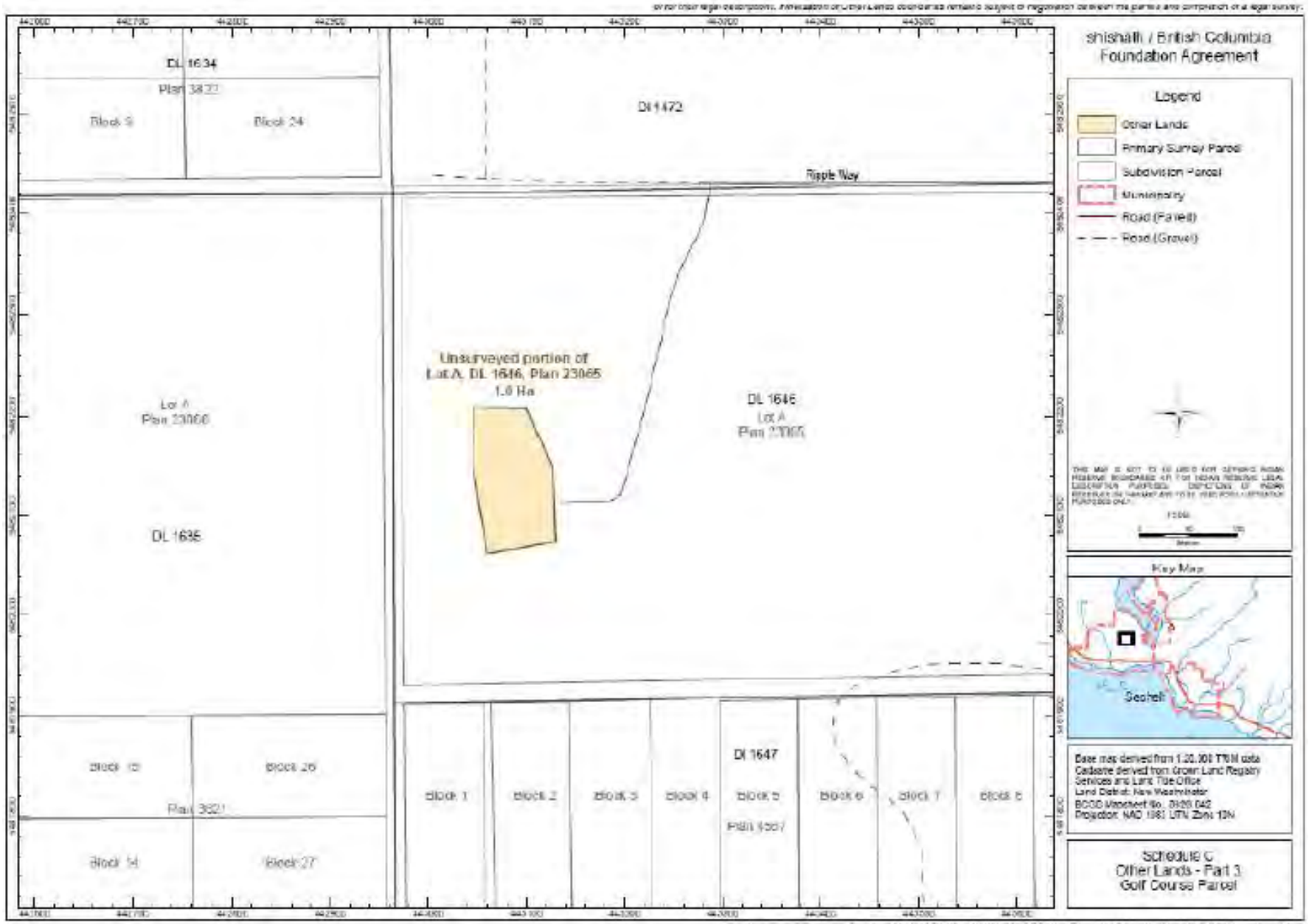
Part 3 – Map of DL 1592 Lands



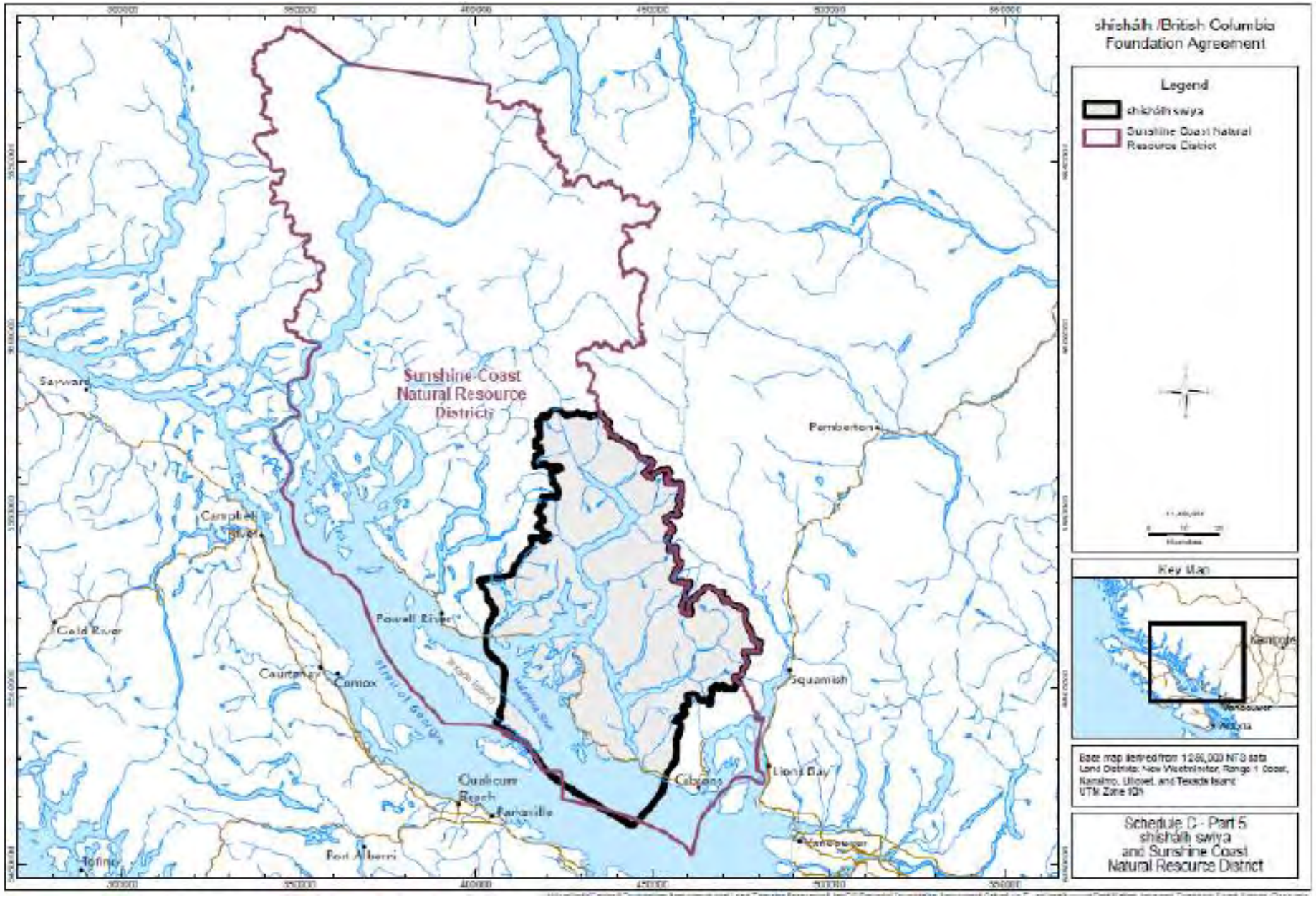
Part 1 – Block B Parcel



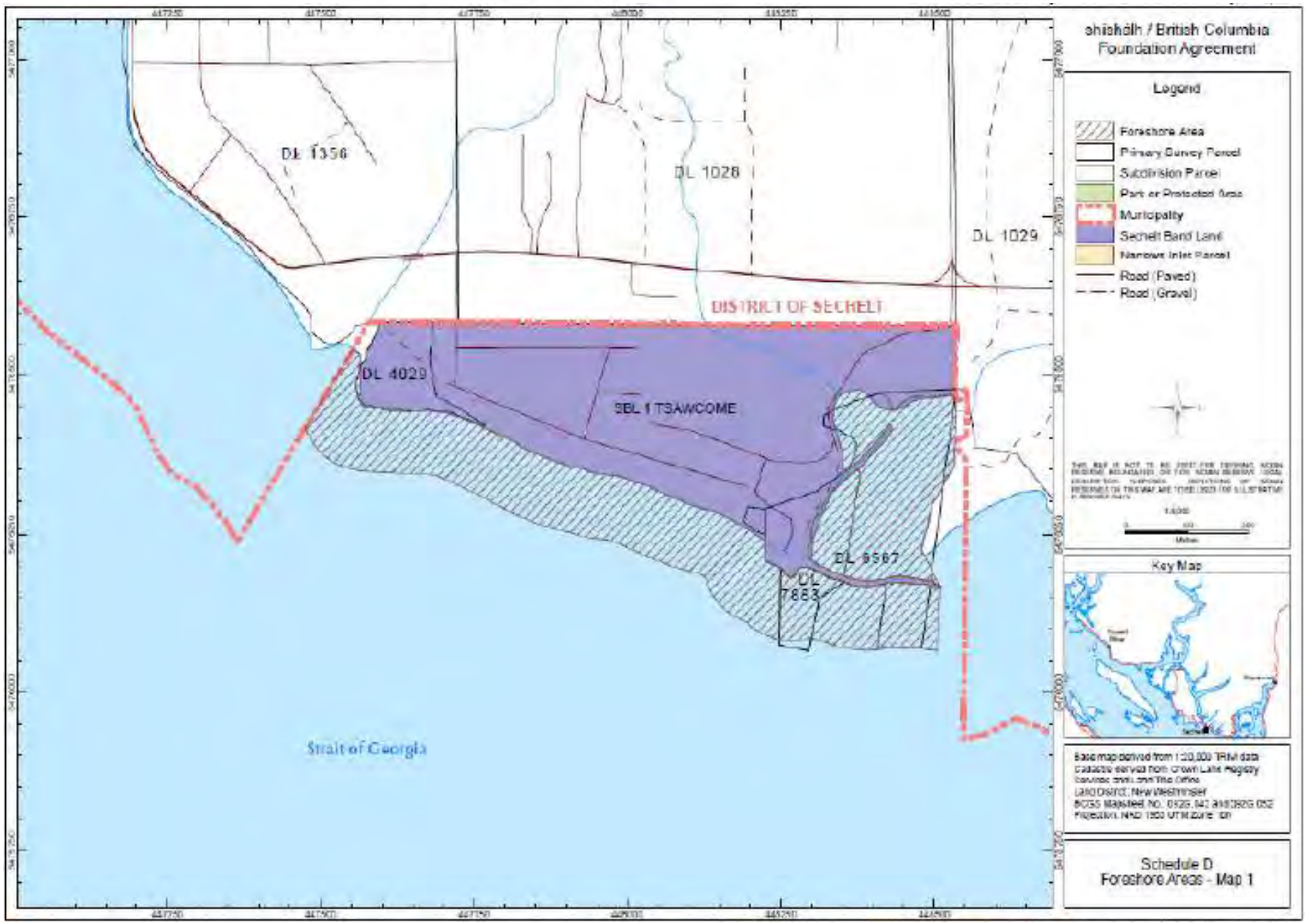
Part 3 – Golf Course Parcel

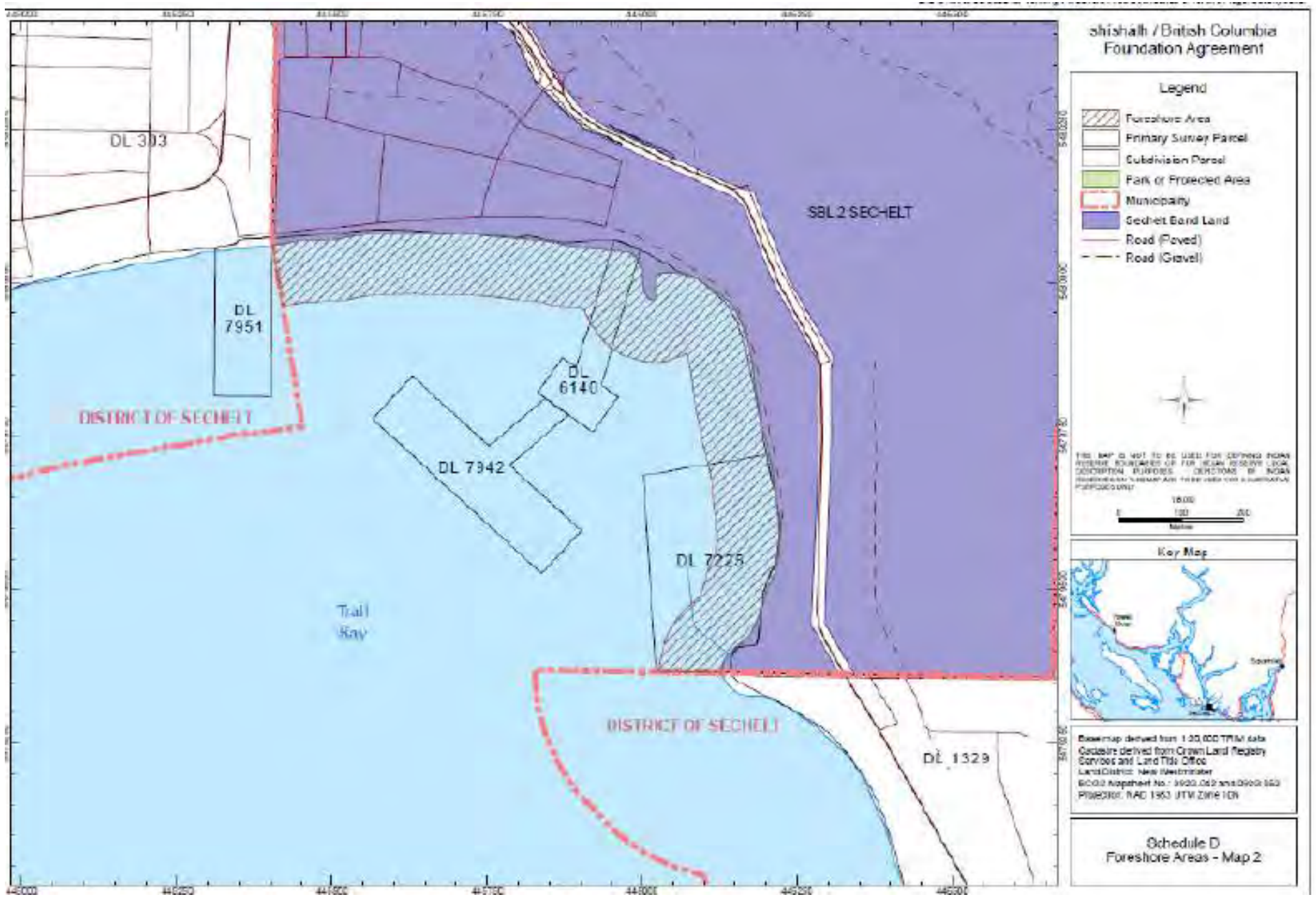


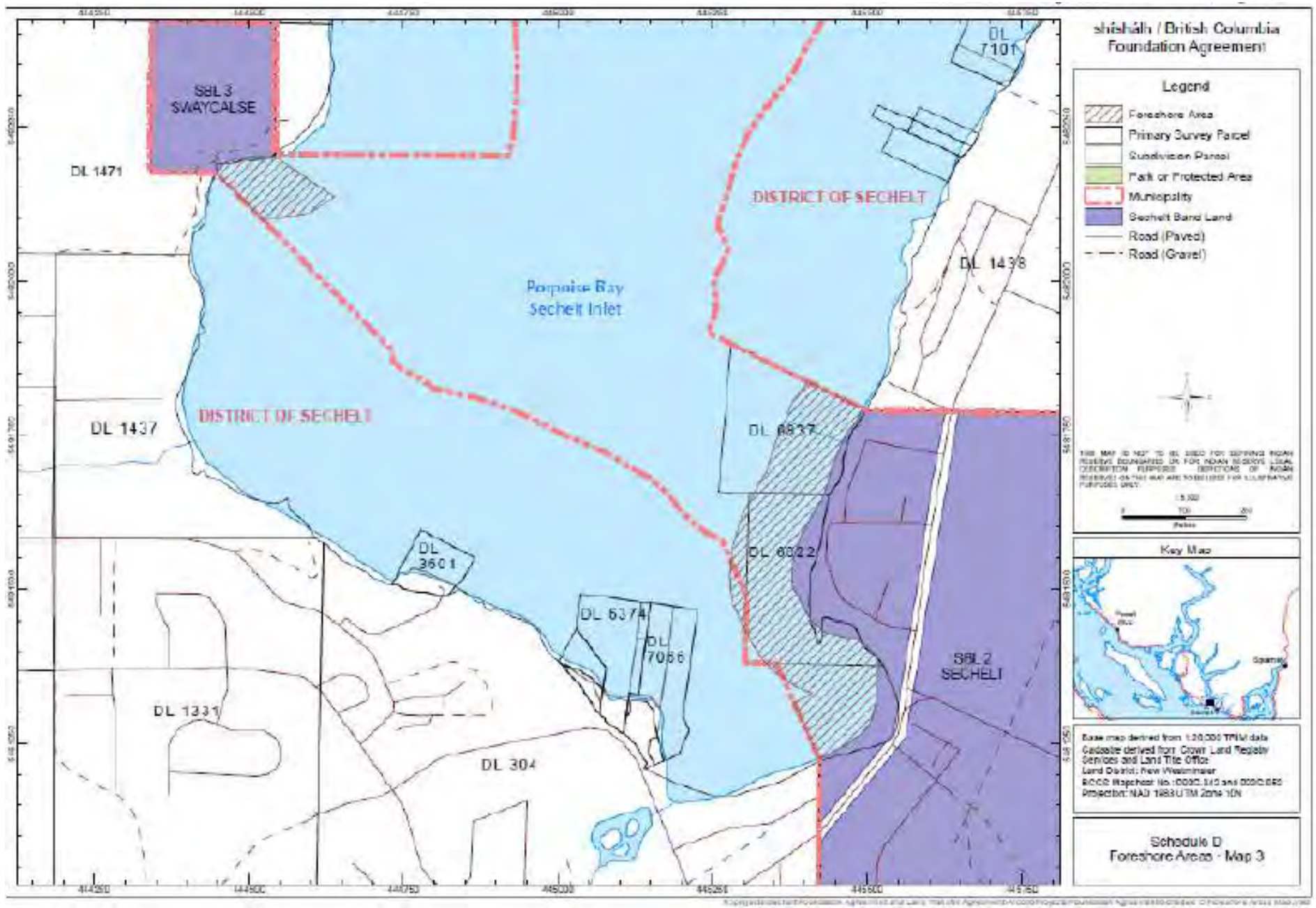
Part 5 – shíshálh swiya and Sunshine Coast Natural Resource District

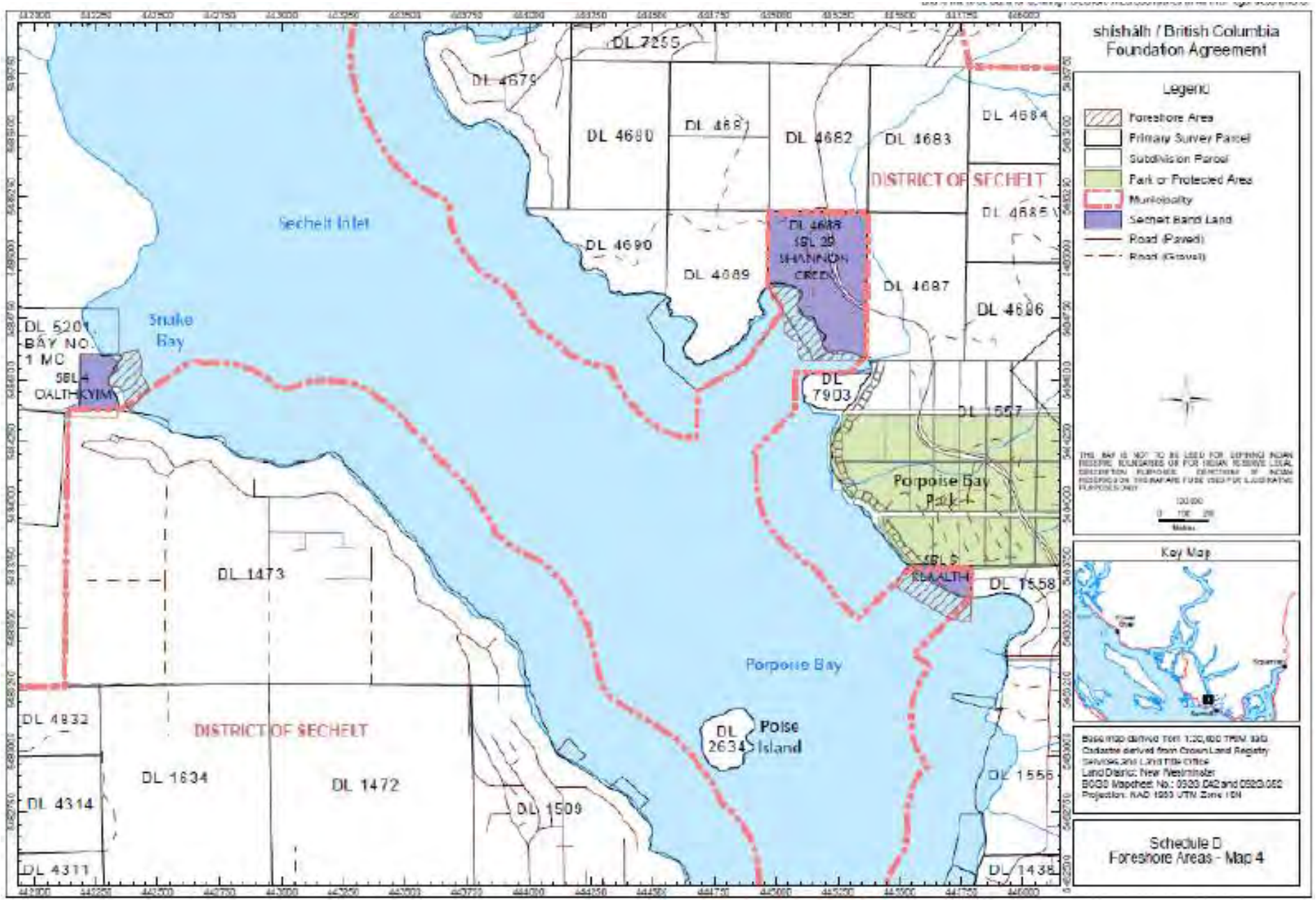


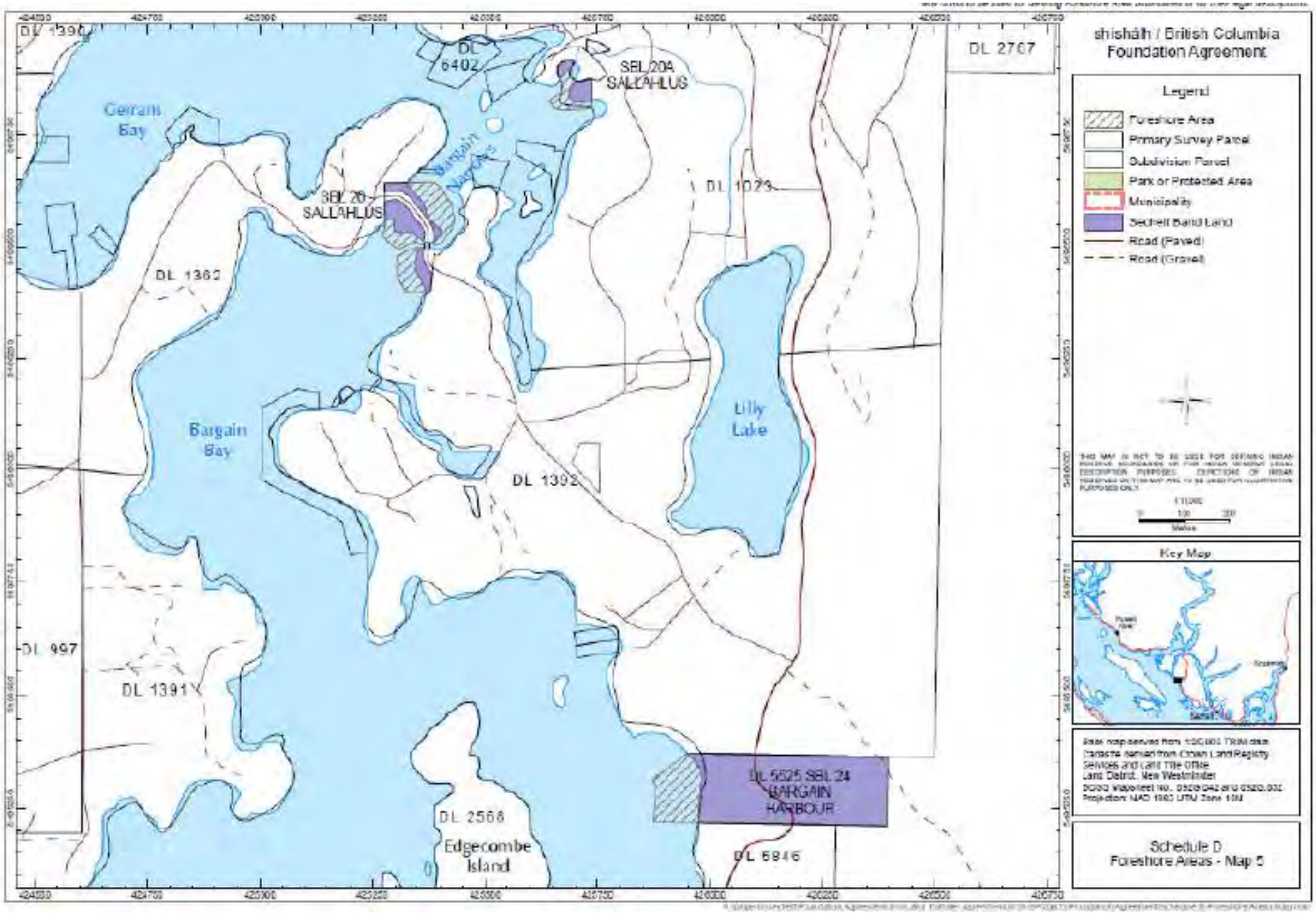
Maps of Foreshore Areas

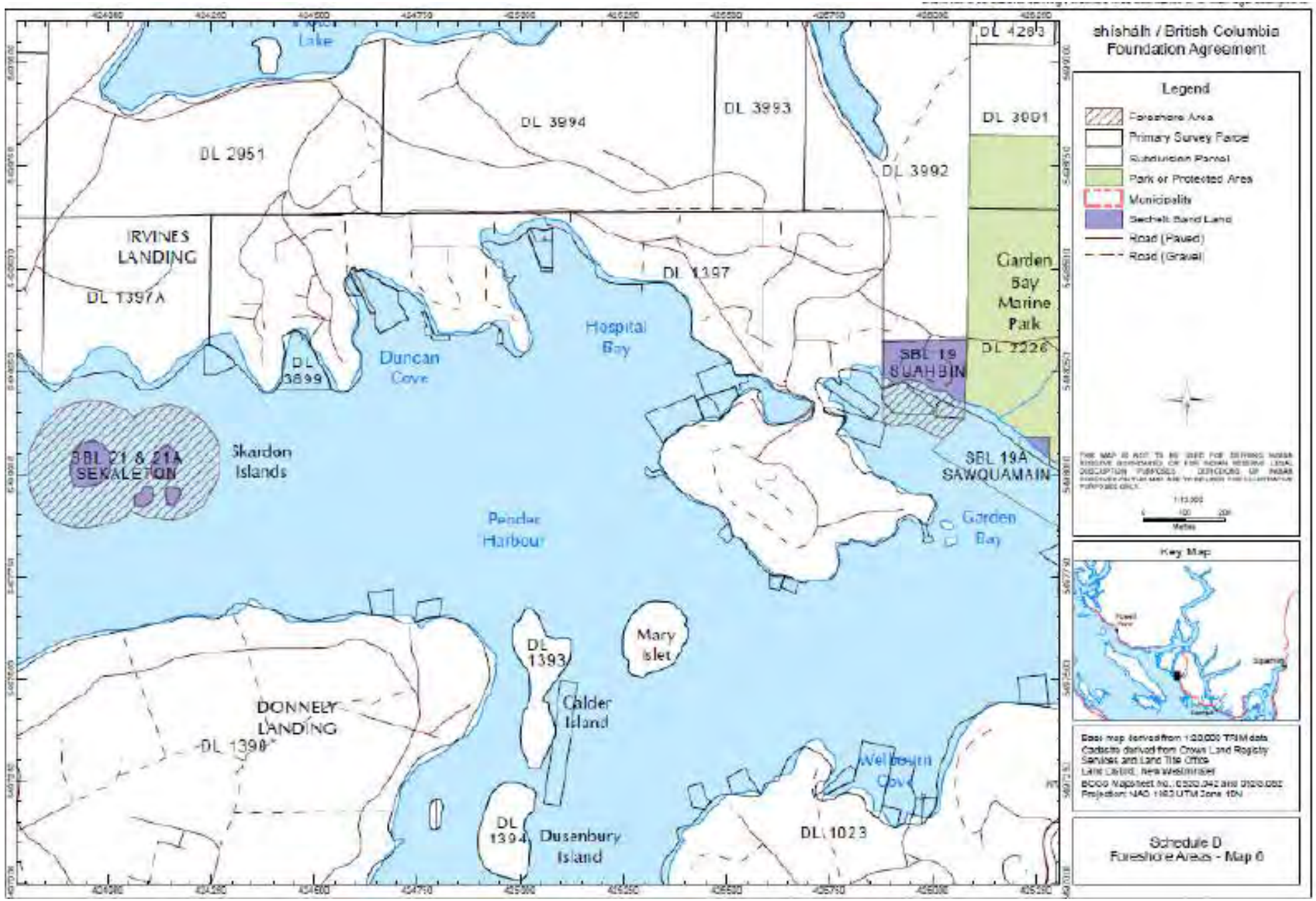



shíshálh / British Columbia
Foundation Agreement
Legend
Foreshore Area
Primary Survey Parcel
Subdivision Parcel
Park or Protected Area
Municipality
Sechelt Band Land
Road (Paved)
Road (Gravel)
Key Map
Schedule D
Foreshore Areas - Map 2
DL 303
DL 7951
DL 6140
DL 7942
DL 7225
DL 1329
SBL 2 SECHELT
DISTRICT OF SECHELT
DISTRICT OF SECHELT
Trail Bay


shíshálh / British Columbia Foundation Agreement
Legend
Foreshore Area
Primary Survey Parcel
Subdivision Parcel
Park or Protected Area
Municipality
Sechelt Band Land
Road (Paved)
Road (Gravel)
Key Map
SBL 3 SWAYCALSE
SBL 2 SECHELT
DL 1471
DL 1437
DL 1331
DL 304
DL 3601
DL 6374
DL 7066
DL 6837
DL 6022
DL 1438
DL 7101
DISTRICT OF SECHELT
DISTRICT OF SECHELT
Porpoise Bay
Sechelt Inlet
Schedule D
Foreshore Areas - Map 3


shíshálh / British Columbia
Foundation Agreement
Legend
Foreshore Area
Primary Survey Parcel
Subdivision Parcel
Park or Protected Area
Municipality
Sechelt Band Land
Road (Paved)
Road (Gravel)
Key Map
Schedule D
Foreshore Areas - Map 4
Sechelt Inlet
Porpoise Bay
Porpoise Bay Park
Snake Bay
Poise Island
DISTRICT OF SECHELT
DL 7255
DL 4679
DL 4680
DL 4681
DL 4682
DL 4683
DL 4684
DL 4685
DL 4686
DL 4687
DL 4688
DL 4689
DL 4690
DL 7903
DL 557
DL 1558
DL 1556
DL 1435
DL 1473
DL 1634
DL 1472
DL 1509
DL 4832
DL 4314
DL 4311
DL 2634


shishálh / British Columbia
Foundation Agreement
Legend
Foreshore Area
Primary Survey Parcel
Subdivision Parcel
Park or Protected Area
Municipality
Sechelt Band Land
Road (Paved)
Road (Gravel)
Key Map
Schedule D
Foreshore Areas - Map 5
DL 1390
DL 6402
SBL 20A
SALLAHLUS
DL 2767
Gerrans
Bay
Bargain
Narrows
SBL 20
SALLAHLUS
DL 1023
DL 1362
Bargain
Bay
Lilly
Lake
DL 1392
DL 997
DL 1391
DL 5525 SBL 24
BARGAIN
HARBOUR
DL 2568
Edgecombe
Island
DL 6846


shíshálh / British Columbia Foundation Agreement
Legend
Foreshore Area
Primary Survey Parcel
Subdivision Parcel
Park or Protected Area
Municipality
Sechelt Band Land
Road (Paved)
Road (Gravel)
Key Map
Schedule D
Foreshore Areas - Map 6
DL 2951
DL 3994
DL 3993
DL 3992
DL 4283
DL 3991
IRVINES LANDING
DL 1397A
DL 1197
DL 3899
Duncan Cove
Hospital Bay
Garden Bay Marine Park
DL 2226
SBL 19 SUAHBIN
SBL 19A SAWQUAMAIN
SBL 21 & 21A SKALETON
Skardon Islands
Pender Harbour
Garden Bay
Mary Islet
DL 1393
Calder Island
DONNELY LANDING
DL 1390
DL 1394
Dusenbury Island
DL 1023
Wellbourn Cove