

CO-OPERATION PROTOCOL

THIS AGREEMENT dated for reference the 22nd day of May, 2008.

BETWEEN:

SQUAMISH NATION

AND:

**THE CORPORATION OF THE CITY OF NORTH VANCOUVER
(the "City")**

WHEREAS:

- A. The City is a municipal corporation under the *Local Government Act* of British Columbia having jurisdiction in respect of matters delegated to it by the Province of British Columbia;
- B. The Squamish Nation is an organization representing aboriginal people inhabiting their traditional territories, some of which are within the geographical jurisdiction of the City, which has asserted aboriginal rights and title in respect of such areas, and is an Indian Band under the *Indian Act* of Canada having jurisdiction in respect of matters delegated to it by the Government of Canada and having possession of Indian Reserves within the City;
- C. The Squamish Nation and the City each acknowledge that the interests of all persons living in their communities are best served by the parties working together in a spirit of cooperation;
- D. The parties recognize that building an effective government-to-government relationship will help create certainty for their respective communities and jurisdictions; and
- E. The parties wish to enter into a co-operation agreement with the intention and desire to establish a government-to-government relationship for the purpose of sharing information, improving communications, addressing specific issues of mutual interest, and raising awareness and understanding of Squamish First Nation title and rights and the jurisdiction of the City under the *Local Government Act* and the *Community Charter*.

NOW THEREFORE the parties agree as follows:

MECHANISMS OF COOPERATION

1. The Council of the City and the Council of the Squamish Nation will meet at least once each calendar year to establish annual working committee work plans addressing areas and issues of mutual interest, the first such meeting to be held no later than October 15, 2008.

2. The parties will, within 30 days of the effective date of this Agreement, establish a permanent staff level working committee comprising the principal appointed officers of each of the parties and other senior staff members who those officers deem appropriate, to address issues of mutual interest including the issues specified in paragraph 5, in accordance with the work plan attached to this Agreement and such subsequent work plans as the parties may establish. Each party will notify the other in writing of the names and positions of its working committee members, and from time to time will notify the other in writing of any changes in such appointments.
3. The parties' representatives will also meet from time to time on an *ad hoc* basis to deal with issues outside the scope of the current work plan that are of mutual interest, and for that purpose either of the parties may initiate a meeting by contacting the principal appointed officer of the other. Each of the parties agrees to acknowledge such initiatives in a timely way, and to assign staff or other representatives to meet with the representatives of the other to deal with the issue to the extent that staff and other resources reasonably permit.
4. The parties will at all times approach the work contemplated by this Agreement in such a manner as to ensure that each acquires and maintains a full understanding of the other's governing structures, traditions, jurisdiction and responsibilities.

KEY INTERESTS

5. The Parties agree to work together to address the following key interests and such other interests as may be identified from time to time in work plans established in accordance with paragraph 1:
 - a. Intergovernmental Coordination
 - b. Land Use Planning and Management
 - c. Culture and Heritage Protection
 - d. Economic Development
 - e. Environmental Protection
 - f. Shared and Reciprocal Services
 - g. Capacity Building

COMMUNICATION

6. The parties acknowledge that the success of a government-to-government relationship will hinge upon open and transparent communications based on trust, respect and mutual understanding.
7. Each of the parties acknowledges that information provided to the other in the course of activities contemplated by this Agreement may be subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia).

8. In cases where either of the parties wishes to provide information to the other in expectation of confidentiality, it may so indicate and the other will, acting reasonably, accept and hold such information in confidence to the extent permitted by law.

TERM OF AGREEMENT

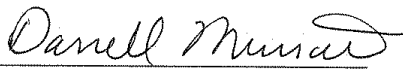
9. This agreement shall take effect upon the adoption of authorizing resolutions by the Council of the City and the Council of the Squamish Nation.
10. This agreement is subject to amendment from time to time by mutual agreement. Such amendment must be in writing and authorized by resolution of the Council of the City and the Council of the Squamish Nation.
11. This agreement will remain in effect unless terminated by either of the parties by providing sixty days' notice in writing, to be delivered by hand, facsimile or Express post requiring acknowledgement on delivery.

EFFECT OF AGREEMENT

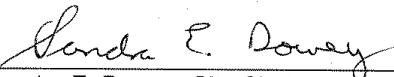
12. This Agreement does not fetter the legislative jurisdiction of the Council of the City or the Council of the Squamish Nation.
13. This Agreement does not affect any constitutional, statutory or common law entitlement of the Squamish Nation to be consulted, or to have its claim to any aboriginal title or right accommodated, by any person or governmental entity having a constitutional, statutory or common law obligation to engage in such consultation or accommodation.

IN WITNESS WHEREOF the Parties have hereunto affixed their signatures as of the day and year first written above.

THE CORPORATION OF THE CITY OF NORTH VANCOUVER

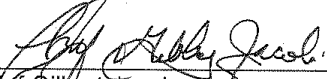


Darrell R. Mussatto, Mayor

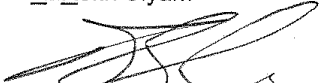


Sandra E. Dowey, City Clerk

SQUAMISH NATION



Chief Gilbert Jacob
KáKeltn Siyám



Toby Baker, Senior Operating Officer