

The Service and Jurisdiction Planning Agreement (the "Agreement")

This Agreement is dated as of February 17, 2017.

BETWEEN:

The Wet'suwet'en Nation as represented by the Wet'suwet'en Treaty Office Society in care of the Wet'suwet'en Hereditary Chiefs, Moricetown Band Administration and Hagwilget Village Council (hereinafter referred to as "Wet'suwet'en Nation")
205 Beaver Road, Suite 1, Smithers, BC V0J 2N1

AND:

Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of the Ministry of Children and Family Development (hereinafter referred to as British Columbia)
P.O. Box 9767, Stn Prov Govt, Victoria BC V8W 9S5

(Collectively referred to herein as "the Parties" and individually as a "Party")

WHEREAS:

- A. The Parties are committed to working together in the best interests of children and youth, in a joint solution-oriented manner, to improve the safety and well-being outcomes for Wet'suwet'en children, youth, families and communities;
- C. The Parties acknowledge they hold differing views with regard to respective sovereignty and jurisdiction;
- D. The Parties acknowledge the participation and commitment of the Government of Canada as well as the hereditary and elected Wet'suwet'en leadership is necessary to fully achieve the shared vision of the Wet'suwet'en assuming full authority over Wet'suwet'en Nation child welfare that is exercised in accordance with Wet'suwet'en jurisdiction;

- E. The Ministry of Children and Family Development (MCFD) provides child welfare services across six service areas for the children and families of British Columbia in accordance with the *Child, Family and Community Service Act*, RSBC (1996) c. 46;
- F. The Wet'suwet'en *dini ze'* and *ts'akë ze'* (male and female hereditary chiefs), and Chief and Council of the Hagwilget Village Council and Moricetown Band articulated the *Anuk Nu' At'en Ba'glh'iyi z'ilhdic Program* (ANABIP), which is a holistic and interconnected children and families, community development and socio-cultural services program provided through the Office of the Wet'suwet'en. ANABIP practitioners support Clans and House Groups to utilize cultural protocols and practices relating to the health and well-being of Wet'suwet'en members. Many of the services and activities provided by ANABIP take place on the *yintah* (traditional territory);
- G. The "Wet'suwet'en Wellness Working Group" (WWWG) is a unique steering committee comprised of Wet'suwet'en Hereditary Chiefs, and, elected Chief and Council representatives from the Hagwilget Village Council and Moricetown Band, who provide oversight and guidance to ANABIP using the Wet'suwet'en Wellness Conceptual Framework;
- H. The Wet'suwet'en have articulated, by way of the Wet'suwet'en Wellness Conceptual Framework (WWCF) and based on cultural practices from time immemorial expressed through consultation with Wet'suwet'en membership, the ancient wisdom of the Wet'suwet'en to apply a contemporary pathway to restore families, communities, cultural, social, health, education, environmental and economic well-being for all Wet'suwet'en. A holistic Wet'suwet'en wellness perspective understands wellness of the land, the animals, the people, the air- and watersheds as an irreducible whole;
- I. The Parties acknowledge and share MCFD's commitment to improve the safety and well-being outcomes for Aboriginal children, youth and families expressed in MCFD's 2016/17 – 2018/19 Service Plan (February 2016);
- J. The Parties recognize achieving the well-being and best outcomes for Wet'suwet'en children, youth and families requires the Wet'suwet'en Nation's self-determined leadership in planning, implementation, delivery and jurisdiction of services that strongly connect Wet'suwet'en members to their culture, traditions, laws and feast governance systems;

- K. MCFD recognizes that capacity support is required to enable the Office of the Wet'suwet'en and WWWG to carry out the progressive work required to implement this Agreement;
- L. The Parties acknowledge the work of the Wet'suwet'en Hereditary Chiefs and Office of the Wet'suwet'en to codify (i.e. translate oral history into written form) traditional laws, feast governance systems, and protocols is foundationally synergistic with the development and implementation of a Wet'suwet'en child welfare service delivery and jurisdiction model;
- M. The Parties agree to enter exploratory discussions and affirm mutual commitments by way of this Agreement to achieve our shared vision of creating a distinctly Wet'suwet'en child welfare suite of programs and services that are exercised in accordance with Wet'suwet'en jurisdiction.

NOW THEREFORE in consideration of the exchange of mutual promises and commitments set out in this Agreement, the Parties hereby agree with each other as follows:

SECTION 2 PURPOSES AND GOALS

2.0 Purposes and Goals. The purposes and goals of this Agreement between the Parties are to:

- a) Establish a consistent forum that brings together the strengths and expertise of each Party to collaborate in a joint-solution building process to improve the care, well-being and outcomes for Wet'suwet'en children, youth, families and communities;

Short-Term Goals

- b) Collaborate in innovative ways within the current legislative framework to facilitate the expansion of culturally competent service provision by ANABIP across MCFD's six service lines;

- c) Work collaboratively to identify the gaps, challenges and capacity development requirements with respect to child welfare services for the communities of Hagwilget and Moricetown, and jointly develop a plan to address those gaps;
- d) Work collaboratively to strengthen the relationship between the Parties and support the strategies, service development and redesign commitments outlined in MCFD's 2016/17 – 2018/19 Service Plan (February 2016);

Long Terms Goals

- e) Support the Wet'suwet'en Nation in the research and development of a holistic Wet'suwet'en child welfare services model;
- f) Support the Wet'suwet'en in the research and development of a distinctly Wet'suwet'en child welfare model of jurisdiction that will be ratified in accordance with Wet'suwet'en *Anuk Nu'at'en* (our laws), feast and kinship governance systems and protocols set out in the Wet'suwet'en *Cis Bighēwh dinī ts'ēn Lī* Constitution (We Live By Our Laws Constitution);
- g) Support British Columbia in the development and implementation of the legal mechanism(s) that enables the Wet'suwet'en, and other Indigenous Nations, to have jurisdiction for child welfare services respecting members of their Nations;
- h) Work collaboratively, in accordance with British Columbia's and the Wet'suwet'en's laws, to implement the distinctly Wet'suwet'en child welfare service delivery and jurisdiction model.

**SECTION 3
ACTIONS**

3.0 With respect to furthering the purposes and goals of this Agreement, the Parties agree to the following:

3.1 At the first meeting between of the WWWG and MCFD officials, the Parties will discuss the priorities, activities and timelines associated with

respect to the Short-Term and Long-Term Goals set out in this Agreement and commence development of:

- i. A Terms of Reference established consistent with the Principles set out in Section 4, to guide the work under this Agreement inclusive of a mutually developed information-sharing agreement.
- 3.2 Confirm a Joint Wet'suwet'en-MCFD Wellness Working Group comprised of designates from each Party that works collaboratively in the provision of oversight guidance, direction, and, monitoring of the progress in the implementation of this Agreement
- 3.3 Confirm designated technicians from each Party who engage with one another on an as-needed basis to carry out the short-term and long-term research, development and implementation duties, functions and tasks under this Agreement
- 3.4 Mutual development of strategies, work plans and associated budgets required to carry out and implement the Short-Term and Long-Term Goals of this Agreement
- 3.5 The Wet'suwet'en Nation and British Columbia will create a specific work plan that includes
 - Research and development of a codified model of Wet'suwet'en child welfare jurisdiction
 - Law-Making and Feast ratification procedures required for Wet'suwet'en Nation child welfare jurisdiction ratification
- 3.6 The Parties will seek to engage the commitment and ongoing participation of Canada to work with the Parties to achieve the Short-Term and Long-Term Goals set out in this Agreement
- 3.7 Wherever required, coordinate cross-ministerial participation to support the development and implementation of this Agreement
- 3.8 Address relevant issues that arise during the implementation of this Agreement

SECTION 4 PRINCIPLES

4.0 Principles. The Parties recognize that the successful implementation of this Agreement will require timely, creative, and disciplined efforts on behalf of the representatives of both Parties. To that end, the Parties agree that the following principles will guide the relationship, discussions and implementation of this Agreement:

- a) Act in an open, good faith and transparent manner toward one another in dealing with the elements set out in this Agreement including the timely disclosure of all requisite information required by each Party to enable the advancement and implementation of this Agreement;
- b) Apply a “solutions oriented” approach to all discussions, negotiations and implementation activities set out in this Agreement;
- c) Utilize a cooperative, collaborative, consensus-based approach in carrying out all activities;
- d) Maintain an important perspective that the Wet’suwet’en hold the key for achieving solutions for Wet’suwet’en children, youth, families and communities;
- e) Always be guided and act in accordance with the Wet’suwet’en principle of *wagghus* (respect for all things, each other, and oneself).

SECTION 5 DISPUTE RESOLUTION

5.0 When a dispute arises with respect to the interpretation, application or implementation of this Agreement between the Parties, a progression of discussion will take place between the Parties, in the order listed below, until a resolution has been agreed upon.

- A) **Technical Representatives.** If a dispute arises between the Parties respective technicians, they will meet to attempt to resolve the dispute.
- B) **Joint Wet'suwet'en-MCFD Wellness Working Group (JWMWWG).** If the Parties are unable to resolve differences per Section 5.0 A), then each Party will identify respective designates selected from the JWMWWG to attempt to resolve the dispute. A technical designate from each Party will set out the issue(s) that they were unable to resolve in writing, and provide copies to the JWMWWG, to facilitate dispute resolution efforts.
- C) **Hereditary Chiefs & MCFD Executive.** If the Parties are unable to resolve the differences per Section 5.0 B), then the Wet'suwet'en Hereditary Chiefs and MCFD Deputy Minister will identify respective designates to attempt to resolve the dispute.

SECTION 6 NOTICE AND DELIVERY

6.0 Notices. Any notice, document, statement, report, demand or grant that any Party may be required or may desire to give to any other Party under this Agreement must be in writing, unless otherwise specified herein, and will be deemed validly given to and received by the addressee, if served personally, on the date of personal service or, if delivered by mail, or facsimile copier, when received as follows:

If to the Province:

Deputy Minister
Ministry of Children and Family Development
P.O. Box Stn. Prov. Govt.
Victoria, B.C., V8W 9B1
Fax: (250) 387-6073

And if to the Wet'suwet'en Nation:

Wet'suwet'en Hereditary Chiefs & WWG

c/o Debbie Pierre, Executive Director
Wet'suwet'en Treaty Office Society
Suite 1 – 205 Beaver Road
Smithers, BC V0J 2N1
Fax: (250) 847-5381

SECTION 7 GENERAL PROVISIONS

- 7.0 Not a Treaty.** The Parties agree that this Agreement:
- a) Does not constitute a treaty or land claim agreement within the meaning of section 25 or section 35 of the *Constitution Act, 1982*;
 - b) does not define, limit, amend, abrogate, or derogate from any Wet'suwet'en Aboriginal title or rights;
 - c) does not interfere with, or fetter in any manner, the exercise of any decision-making authority of the respective Parties; and
 - d) Is without prejudice to the position that either Party may take with respect to its jurisdiction.
- 7.1 Amendment.** This Agreement may be amended by agreement of the Parties in writing.
- 7.2 Wet'suwet'en Representations and Warranties.** The Wet'suwet'en Treaty Office Society represents and warrants to British Columbia, with the intent and understanding that they will be relied on by British Columbia in entering into this Agreement that:
- a) it is a duly incorporated society under the Societies Act, S.B.C. 2015, c. 18 and that it is in good standing;
 - b) it has the legal power, capacity and authority to enter into this Agreement on behalf of the Wet'suwet'en Hereditary Chiefs, Hagwilget Village Council and Moricetown Band; and
 - c) this Agreement is a valid and binding obligation on it.

- 7.3 **British Columbia Representations and Warranties.** British Columbia represents and warrants to Wet'suwet'en with the intent and understanding that Wet'suwet'en will rely on them in entering this Agreement, that it has the authority to enter this Agreement and that this Agreement is a valid and binding obligation upon it.
- 7.4 Nothing in the agreement will create a funding obligation or determine funding methods or amounts for either Party unless otherwise agreed. The Parties commit to completion of a separate funding agreement.
- 7.5 Nothing in the agreement affects either party's discretion in respect of its programs and services unless otherwise agreed.


SECTION 8 TERM AND RENEWAL

- 8.0 **EFFECTIVE DATE.** This Agreement will come into effect on the Effective Date (i.e. date on which the last Party executes and delivers this Agreement).
- 8.1 **TERM.** The Term of this Agreement is one year. Renewal for one year is automatic unless, 60 days before the 1 year anniversary of the Effective Date, the Parties determine a longer Term period.
- 8.2 **REVIEW.** Six months after the signing of this agreement, the Parties will convene a meeting to review progress and identify any necessary amendments.


IN WITNESS WHEREOF The Parties have executed this Agreement as set out below:

PROVINCE OF BRITISH COLUMBIA
as represented by the Deputy Minister of
Children and Families Development

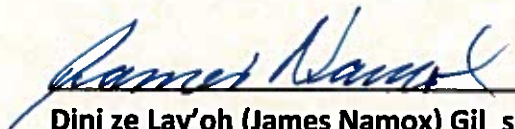
**SIGNED ON BEHALF OF THE
WET'SUWET'EN NATION by the
Wet'suwet'en Hereditary Chiefs:**



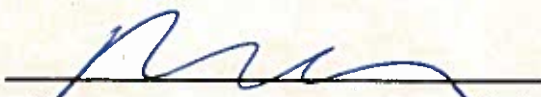
Dini ze Madeek (Jeff Brown) Gitdumden



Dini ze Na'Moks (John Ridsdale) Tsayu



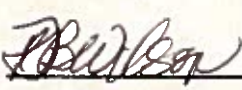
Dini ze Lay'oh (James Namox) Gil_seyhu



Dini ze Hagwilnegh (Ron Mitchell) Laksilyu

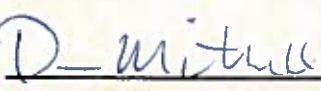
Dini ze Simke-Yaks (Barb Wilson) Laksamshu

**SIGNED ON BEHALF OF THE
Hagwilget Village Council:**



Chief Dora Wilson

**SIGNED ON BEHALF OF THE
Morictown Band Council:**



Chief Duane Mitchell