

**THIS AGREEMENT MUST NOT BE PUBLICLY POSTED OR DISCLOSED WITHOUT SPLATSIN'S  
CONSENT: SEE SECTION 18.2-18.4 OF THE AGREEMENT**

**SPLATSIN STSMAMLT & KWSALTKTN COORDINATION AND FUNDING AGREEMENT**

This Agreement is dated March 24, 2023.

BETWEEN:

**SPLATSIN**, as represented by Kukpi7 and Tkwamipla7

("Splatsin")

AND:

**HIS MAJESTY THE KING IN RIGHT OF CANADA**, as represented by the Minister of  
Indigenous Services

("Canada")

AND:

**HIS MAJESTY THE KING IN RIGHT OF BRITISH COLUMBIA**, as represented by the Minister  
of Child and Family Development

("the Province")

**Offering by former Kukpi7 and former Tribal Chief Wenecwtsin (Wayne Christian)**

Splatsin has been exercising their jurisdiction for more than 40 years, and it is our inherent right to care for our children and families. We will continue to care, to assert our jurisdiction, and acknowledge other jurisdictions and our willingness to work along with them. This coordination agreement is a vehicle in which we can work with other jurisdictions on a Nation-to-Nation basis.

Our children are the future of our Nation and, to ensure we provide a strong and healthy foundation for them, it is their right to learn and practice ceremonies, language, and laws that we provide.

This Coordination Agreement is the commitment to protecting the future of our children today and for those that are not yet born.

**Offering by Kukpi7 Doug Thomas**

Splatsin has been looking after our children since time immemorial and more formally with our Bylaw since 1980. This high level of responsibility for our children falls not just on the shoulders of leadership but every Splatsin community member. It takes a community to raise a child and at Splatsin we do our best to live by those words. I raise my hands up to our community and each and every person involved in caring for our most vulnerable children and youth in the past, present and into the future.

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**WHEREAS**

- A. The Parties are committed to working together to coordinate the ongoing implementation of Splitsin's *By-Law for the Care of Our Indian Children and An Act respecting First Nations, Inuit and Metis children, youth and families*, S.C. 2019, c. 24 with a view to provide better outcomes for children and families.
- B. Secwépemc laws are central to Secwépemc society. These laws embed history, knowledge, experiences, and practices relevant to the continuation and evolution of Secwépemc culture and society. Secwépemc laws are passed from one generation to the next through oral histories and the training of children by their extended families, informing each new generation of Secwépemc in respect of identity, culture and tradition. Oral histories hold the moral, legal and spiritual teaching of Secwépemc society.
- C. Section 35 of the Constitution Act, 1982 states that the "existing aboriginal and treaty rights of the aboriginal peoples of Canada are hereby recognized and affirmed". Splitsin is not a party to a treaty.
- D. Splitsin Stsmamlt Services is a program of Splitsin that provides Child, Family and Community Services to Splitsin Children and K'wátsalk'tn in accordance with By-Law No. 3 – 1980 and Secwépemc laws.
- E. Splitsin, through Splitsin Stsmamlt Services, believes it is essential that Splitsin Children and K'wátsalk'tn are provided services that address and promote the safety, well-being and identity of K'wátsalk'tn in a culturally competent and comprehensive manner.
- F. By-Law No. 3 - 1980 applies to all Splitsin Members wherever they reside, as set out in section 3(a) of By-Law No. 3 - 1980.
- G. The Parties now wish to enter into this Agreement, further to section 20(2) of the Federal Act, with the intent of coordinating their jurisdictions and thereby enhancing the services provided to Splitsin Children and Splitsin Members under Secwépemc laws and By-Law No. 3 - 1980 and to support the continuing exercise of inherent rights, including jurisdiction in relation to Child, Family and Community Services.
- H. The Parties are committed to implementing the *United Nations Declaration on the Rights of Indigenous Peoples*, specifically noting:
  - Article 7, which states: 1. Indigenous individuals have the rights to life, physical and mental integrity, liberty and security of the person. 2. Indigenous peoples have the collective right to live in freedom, peace and security as distinct peoples and shall not be subjected to any act of genocide or any other act of violence, including forcibly removing children of the group to another group.

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Article 8, which states: 1. Indigenous peoples and individuals have the right not to be subjected to forced assimilation or destruction of their culture. 2. States shall provide effective mechanisms for prevention of, and redress for: (a) Any action which has the aim or effect of depriving them of their integrity as distinct peoples, or of their cultural values or ethnic identities; (b) Any action which has the aim or effect of dispossessing them of their lands, territories or resources; (c) Any form of forced population transfer which has the aim or effect of violating or undermining any of their rights; (d) Any form of forced assimilation or integration; (e) Any form of propaganda designed to promote or incite racial or ethnic discrimination directed against them.

Article 9, which states: Indigenous peoples and individuals have the right to belong to an Indigenous community or nation, in accordance with the traditions and customs of the community or nation concerned. No discrimination of any kind may arise from the exercise of such a right.

- I. The Province has enacted the *Declaration on the Rights of Indigenous Peoples Act*, SBC 2019, c. 44 for purposes that include contribution to the implementation of the *United Nations Declaration on the Rights of Indigenous Peoples*.
- J. Canada has enacted *An Act respecting the United Nations Declaration on the Rights of Indigenous Peoples*, S.C. 2021, c. 14 for purposes that include providing a framework for the Government of Canada's implementation of the *United Nations Declaration on the Rights of Indigenous Peoples*.

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**1. NATURE, PURPOSE, AND SCOPE OF AGREEMENT**

- 1.1 This Agreement is a coordination agreement within the meaning of the Federal Act.
- 1.2 This Agreement applies in relation to the provision of Child, Family and Community Services to Splatsin Children and K'waskw'wakw' and serves as a mechanism to coordinate the Parties' respective jurisdictions.
- 1.3 The purpose of this Agreement is to establish the roles, responsibilities, and mechanisms among the Parties to support, administratively and financially, the successful administration of By-Law No. 3 - 1980 and Splatsin Stsmamlt Services by Splatsin as an exercise of an inherent right of Splatsin.
- 1.4 This Agreement is a living agreement and provides a foundation for an ongoing relationship between the Parties, including the evolution of the fiscal relationship and Fiscal Arrangements.

**2. RIGHTS AND JURISDICTION**

- 2.1 This Agreement is without prejudice to Splatsin Aboriginal title and rights and nothing in this Agreement defines the scope or content of any Aboriginal title or right of Splatsin or justifies the infringement or prevents the exercise of such title and rights.
- 2.2 This Agreement is not a self-government agreement and does not constitute a treaty or land claim agreement within the meaning of section 25 or section 35 of the Constitution Act, 1982.
- 2.3 Splatsin exercises jurisdiction in relation to Child, Family and Community Services for Splatsin Members and K'waskw'wakw' through By-Law No. 3 – 1980, Secwépemc laws and Splatsin Stsmamlt Services.
- 2.4 Splatsin is responsible for the administration and enforcement of By-Law No. 3 – 1980 and standing up Secwépemc laws.
- 2.5 This Agreement does not define, limit, amend, abrogate or derogate from any rights recognized and affirmed by section 35 of the Constitution Act, 1982.
- 2.6 Nothing in this Agreement alters or changes, or is intended to alter or change, the existing rights, powers, obligations or jurisdiction of Splatsin.

**3. SERVICES**

**Voluntary, Prevention and Protection Services**

- 3.1 As an exercise of their jurisdiction, Splatsin will deliver, or ensure delivery of, voluntary and prevention services to Splatsin Members and K'waskw'wakw' under Secwépemc laws that are meant to:
  - (a) enhance and support the health and wellness of K'waskw'wakw' and community; and



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- (b) prevent Splatsin Children from coming into the care of Splatsin under By-Law No. 3 – 1980.
- 3.2 As an exercise of their jurisdiction, Splatsin will deliver, or ensure delivery of, protection services under By-Law No. 3 – 1980 to protect Splatsin Children.
- 3.3 By-Law No. 3 – 1980 authorizes Kukpi7 and Tkwamipla7, and every person authorized by Kukpi7 and Tkwamipla7, to remove a Splatsin Child from the home where the child is living and bring the child into the care of Splatsin when the child is in need of protection, notwithstanding the residence of the child.
- 3.4 Splatsin will provide voluntary, prevention and protection services to Splatsin Members, notwithstanding the residence of the Splatsin Child and K'wátsalkt'n.
- 3.5 Rebuilding and reuniting the family wherever possible is the primary goal of Splatsin and Splatsin Stsmamlt Services.

**Coordination of Services**

- 3.6 The coordination measures between the Province and Splatsin are set out in Schedule C, including the coordination of emergency services.
- 3.7 If Splatsin and the Province amend Schedule C or replace it with another schedule Splatsin and the Province will ensure that the coordination of emergency services continues to be included in the schedule.

**The Rights of Splatsin Children and K'wátsalkt'n children**

- 3.8 Splatsin will take all reasonable measures to ensure that Splatsin Children and K'wátsalkt'n children are able to exercise their right to have Child, Family and Community Services provided to them in a manner that:
  - (a) takes into account the child's physical, psychological, emotional and cultural needs;
  - (b) takes into account the child's culture;
  - (c) allows the child to know their family of origin;
  - (d) promotes substantive equality by ensuring that:
    - i. Splatsin Children and K'wátsalkt'n children with specific needs are provided the means to participate in family and community activities to the same extent as others; and
    - ii. Splatsin Children and K'wátsalkt'n children receiving Child, Family, and Community Services have the ability to have their views and preferences considered in decisions that affect them and the ability to do so without discrimination.

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**4. TERM OF AGREEMENT**

- 4.1 This Agreement commences on the Effective Date and continues unless terminated under section 15 of this Agreement.
- 4.2 Fiscal Arrangements in this Agreement will have a fixed and limited term as set out in a Fiscal Arrangement or Successor Fiscal Arrangement, notwithstanding the continuation of this Agreement.
- 4.3 For certainty, any Fiscal Arrangement or Successor Fiscal Arrangement terminates upon the termination of this Agreement.

**5. FISCAL ARRANGEMENTS**

- 5.1 Canada, the Province and SplatSin agree to work together to make Fiscal Arrangements related to SplatSin's exercise of jurisdiction in relation to Child, Family, and Community Services in accordance with this Agreement and as contemplated by section 20(2)(c) of the Federal Act.
- 5.2 Fiscal Arrangements will set out:
  - (a) SplatSin's responsibilities in relation to the Financial Contributions, the Federally Supported Services and the Provincially Supported Services;
  - (b) Canada's responsibilities in relation to the Financial Contributions to SplatSin for Federally Supported Services;
  - (c) the Province's responsibilities in relation to the Financial Contributions to SplatSin for Provincially Supported Services;
  - (d) the term of any Fiscal Arrangement; and
  - (e) other matters agreed to by the Parties in writing.
- 5.3 The first Fiscal Arrangement is set out in Schedule A.
- 5.4 Unless otherwise agreed to by the Parties in writing, a Successor Fiscal Arrangement will be an amendment to this Agreement and will replace a previous Fiscal Arrangement.
- 5.5 For certainty, amendments to Schedule C by SplatSin and the Province do not create any financial obligations on the part of Canada, except to the extent that the Parties have agreed to such obligations under a Fiscal Arrangement.

**Fiscal Principles**

- 5.6 SplatSin and Canada are committed to the principle that SplatSin has complete authority and discretion over the expenditure of the Financial Contributions.
- 5.7 SplatSin and the Province are committed to the principle that SplatSin has complete authority and discretion over the expenditure of the Province's Financial Contributions provided that the expenditure relates to the provision of Child, Family and Community Services in British Columbia.

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- 5.8 The Parties are committed to the principle that the Fiscal Arrangements remain reasonably stable and predictable over time while providing sufficient flexibility to address changing circumstances.
- 5.9 Canada and the Province are committed to the principle that both have financial responsibilities for Splatsin's exercise of jurisdiction in relation to Child, Family and Community Services.

**Changes to Fiscal Policy**

- 5.10 If Canada proposes to amend or replace its prevailing fiscal policy in respect of child and family service coordination agreements under the Federal Act in a manner that may impact a Fiscal Arrangement, Canada will:
- (a) provide written notice to Splatsin of the proposed changes;
  - (b) provide written notice to Splatsin of any national or regional engagement process established by Canada to review and consider changes to that policy, and Splatsin may choose to participate in any such process; and
  - (c) if there is not a national or regional engagement process in place, Splatsin and Canada will meet, on Splatsin's request, within 60 days of Splatsin's request.
- 5.11 If the Province intends to change its fiscal policy in respect of coordination agreements under the Federal Act in a manner that may impact a Fiscal Arrangement, the Province will:
- (a) provide written notice to Splatsin at least 60 days prior to finalizing the proposed changes;
  - (b) consult meaningfully with Splatsin regarding the proposed changes; and
  - (c) provide Splatsin with written comments about how their views were taken into account.
- 5.12 The engagement process with Splatsin set out in section 5.11 of this Agreement does not prevent Splatsin from participating in any national or regional engagement process established by Canada or the Province to review and consider changes to the fiscal policy, if Splatsin chooses to participate in such processes.
- 5.13 Canada and the Province will provide written notice to Splatsin if changes to their fiscal policies in relation to fiscal arrangements within the meaning of section 20(2)(c) of the Federal Act result from an independent adjudicative process.

**Separate Funding Obligations and Liabilities**

- 5.14 The funding obligations of Canada and the Province under this Agreement are separate.
- 5.15 The liabilities of Canada and the Province in respect of funding under this Agreement are several, and not joint or joint and several.

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**Splatsin's Responsibility and Jurisdiction**

- 5.16 Splatsin's responsibility to deliver or ensure the delivery of Federally Supported Services and Provincially Supported Services under any Fiscal Arrangement is contingent on Splatsin receiving the Financial Contributions.
- 5.17 Splatsin's exercise of jurisdiction in relation to Child, Family and Community Services:
- (a) includes, and may extend beyond, Federally Supported Services and Provincially Supported Services; and
  - (b) does not create any financial or service delivery obligations on the part of Canada or the Province except to the extent that the Parties have agreed to such obligations under this Agreement.

**Other Federal or Provincial Funding, Programs and Initiatives**

- 5.18 Fiscal Arrangements will not affect other federal or provincial funding for Splatsin for matters other than those addressed by this Agreement.
- 5.19 Except as set out in this Agreement, nothing in this Agreement will affect the entitlement of Splatsin or Splatsin Members to participate in or benefit from any federal or provincial program or initiative in accordance with the criteria for that program or initiative.

**6. REPRESENTATIONS AND WARRANTIES**

- 6.1 Splatsin represents and warrants to Canada and the Province that:
- (a) Splatsin has inherent rights recognized and affirmed by section 35 of the Constitution Act, 1982 that include jurisdiction in relation to Child, Family and Community Services;
  - (b) Splatsin has exercised its inherent rights, which include jurisdiction in relation to Child, Family and Community Services for Splatsin Children and K'wáts'at'ktn through Secwépemc laws, and through By-Law No. 3 – 1980 and Splatsin Stsmamlt Services since 1980;
  - (c) for the purposes of this Agreement, Kukpi7 and Tkwamipla7 is Splatsin's Indigenous governing body;
  - (d) Splatsin may make laws in relation to Child, Family, and Community Services including:
    - i. prevention;
    - ii. protection;
    - iii. culture, language and healing;
    - iv. governance; and
    - v. administration;
  - (e) Splatsin has made By-Law No. 3 – 1980 which has been approved by Splatsin Members;

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- (f) Splatsin provides all Splatsin Members and K'wsaltktn with ongoing access to By-Law No. 3 – 1980 and information related to Splatsin Stsmamlt Services;
- (g) Splatsin has the authority to enter into this Agreement on its own behalf and on behalf of Splatsin members; and
- (h) this Agreement is a valid and binding obligation of Splatsin.

6.2 The Province represents and warrants that it has the authority to enter into this Agreement and that this Agreement is a valid and binding obligation of the Province.

6.3 Canada represents and warrants that it has the authority to enter into this Agreement and that this Agreement is a valid and binding obligation of Canada.

**7. INFORMATION SHARING BETWEEN SPLATSIN AND THE PROVINCE**

7.1 Splatsin and the Province commit to sharing information in good faith and to the fullest extent possible under their respective laws.

7.2 Splatsin and the Province agree to share current and historical data specific to Splatsin for the purposes of planning, budgeting, and measuring success and trends.

**8. SHARING OF INFORMATION, DATA, RESEARCH AND BEST PRACTICES BETWEEN SPLATSIN AND CANADA**

8.1 Subject to reaching an agreement as set out in section 8.3 of this Agreement, Canada will provide Splatsin with the Splatsin band membership list as maintained by Indigenous Services Canada and other information as is necessary for the provision of Child, Family and Community Services and any updates on a timely basis. Splatsin agrees to protect the band membership list provided by Canada as confidential information in accordance with the provisions of an agreement as set out in section 8.3 of this Agreement.

8.2 Splatsin and Canada recognize the importance of comprehensive and accurate information in relation to the provision of Child, Family and Community Services to Splatsin Children and commit to sharing information in good faith and to the fullest extent possible under their respective laws.

8.3 Splatsin and Canada may enter into an agreement for the sharing of personal information as defined in the federal *Privacy Act* relating to the provision of Child, Family and Community Services to Splatsin Children.

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**9. FORCE MAJEURE**

- 9.1 An affected Party is not in default for any failure or delay in the performance of the affected Party's obligations under this Agreement resulting from an event of force majeure which includes:
- (a) strike, lock-out or other labour dispute;
  - (b) fire, explosion or other casualty;
  - (c) flood, wind or earthquake; or
  - (d) other similar circumstances beyond the reasonable control of an affected Party and not avoidable by the exercise of reasonable effort or foresight by an affected Party.
- 9.2 If an event of force majeure occurs,
- (a) the affected Party will give written notice to the other Parties including the period of time the event is expected to continue;
  - (b) on receipt of notice by the other Parties, the Advisory Implementation Committee will meet without delay to discuss and recommend to the Parties the best course of action to mitigate the impact of the event, consistent with the best interests of Splatsin Children; and
  - (c) if failure or delay in performance of the affected Party's obligations under this Agreement may jeopardize Splatsin Children's safety, the affected Party's notice must identify the safety risks and the Advisory Implementation Committee will develop a plan to address the identified safety risks for the duration of the event.
- 9.3 The affected Party will use diligent efforts to prevent, control or limit the effect of the event of force majeure so as to resume performance of the affected Party's obligations under this Agreement as soon as possible.

**10. IMPLEMENTATION AND REVIEW OF AGREEMENT**

**Advisory Implementation Committee**

- 10.1 The Advisory Implementation Committee will be the primary forum for the Parties to discuss the implementation of this Agreement.
- 10.2 Within 60 days of the Effective Date of this Agreement, the Parties will establish an Advisory Implementation Committee.
- 10.3 The Advisory Implementation Committee will be comprised of at least one representative of each of the Parties.
- 10.4 The Advisory Implementation Committee will develop Terms of Reference within 90 days of the committee being established.

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- 10.5 The Advisory Implementation Committee will meet:
- (a) at least once a year; or
  - (b) upon request of a Party or any member of the Advisory Implementation Committee; and
  - (c) as set out in sections 9.2 and 12-15 of this Agreement.
- 10.6 The Advisory Implementation Committee has the following functions:
- (a) supporting the implementation of this Agreement;
  - (b) identifying mechanisms to facilitate coordination of the Parties' laws and systems;
  - (c) proposing amendments to the Agreement including as set out in sections 11.6, 12.2 and 13.3 of this Agreement;
  - (d) aiding in the resolution of disputes between Parties as set out in section 14 of this Agreement;
  - (e) participating in periodic reviews of the Agreement to the extent that the committee is instructed to do so by the Parties;
  - (f) seeking to address reasons for proposed termination of the Agreement as set out in section 15 of this Agreement; and
  - (g) any other functions agreed to by the Parties in writing.
- 10.7 If the Advisory Implementation Committee makes recommendations to the Parties, the recommendations are non-binding and must be in writing.
- 10.8 For certainty, Canada's Financial Contribution includes funding to support Splatsin's participation in the work of the Advisory Implementation Committee.

**Periodic Review**

- 10.9 Unless otherwise agreed in writing, the Parties will conduct periodic reviews of this Agreement at five-year intervals commencing five years from the Effective Date.
- 10.10 The Parties will determine the scope of a periodic review which will include a review of:
- (a) the effectiveness and efficiency of the arrangements established by this Agreement; and
  - (b) the roles and responsibilities of the Parties.

**11. AMENDMENTS**

- 11.1 Except as set out in sections 11.2 and 11.3 of this Agreement, any amendments to this Agreement must be in writing and signed by the Parties.
- 11.2 Amendments to Sub-schedules A and B must be in writing and signed by Canada and Splatsin.
- 11.3 Amendments to Sub-schedules C and D and to Schedule C must be in writing and signed by the Province and Splatsin.

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- 11.4 Prior to finalizing an amendment to a Sub-schedule, the Parties must provide a copy of the draft amendment to the uninvolved Party.
- 11.5 The uninvolved Party has 10 days from receiving a copy of the draft amendment to notify the other Parties, in writing, if concerned that the draft amendment may impact the uninvolved Party.
- 11.6 If the uninvolved Party gives written notice:
- (a) within 10 days of the receipt of notice, the Advisory Implementation Committee will meet to consider the potential impacts on the uninvolved Party and whether to recommend amendments to the Agreement; and
  - (b) within 30 days after the Advisory Implementation Committee makes its recommendation, the Parties will meet to discuss the recommendation.
- 11.7 If a Sub-schedule or Schedule C is amended, Splatsin will provide a copy of the amendment to the uninvolved Party within 10 days of the signing of the amendment.

**12. INVALIDITY**

- 12.1 If any part of this Agreement is declared or held to be invalid:
- (a) the invalidity of that part will not affect the validity of the remainder, which will continue in full force and effect and be construed as if this Agreement had been executed without the invalid part; and
  - (b) the Parties will attempt to reach agreement on a replacement for the part declared or held invalid with a view to achieving the Parties' intent as expressed in this Agreement.
- 12.2 If any provision or the entirety of By-Law No. 3 – 1980, the Federal Act, or the CFCSA is declared or held to be invalid for any reason:
- (a) the affected Party will promptly provide written notice to the other Parties;
  - (b) within 10 days of receipt of notice, the Advisory Implementation Committee will meet to determine whether to recommend amendments to or termination of the Agreement; and
  - (c) within 30 days after the Advisory Implementation Committee makes its recommendation, the Parties will meet to discuss the recommendation.

**13. REPEAL, REPLACEMENT OR AMENDMENT OF LAWS**

- 13.1 If By-Law No. 3 – 1980, the Federal Act, or the CFCSA is repealed and replaced or amended, the responsible Party will provide written notice to the other Parties.
- 13.2 Within 30 days of receipt of notice, the Advisory Implementation Committee will meet to determine whether to recommend amendments to the Agreement.



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- 13.3 If By-Law No. 3 – 1980 or the Federal Act is repealed and not replaced:
- (a) the responsible Party will provide written notice to the other Parties;
  - (b) within 10 days of receipt of notice, the Advisory Implementation Committee will meet to determine whether to recommend amendments to or termination of the Agreement; and
  - (c) within 30 days after the Advisory Implementation Committee makes its recommendation, the Parties will meet to discuss the recommendation.

**14. DISPUTE RESOLUTION**

- 14.1 Disputes arising between the Parties under this Agreement will be resolved as set out in this section, except for case-specific disputes between Splatsin and a Director, which will be resolved as set out in Schedule C.
- 14.2 Disputes may be resolved bilaterally if the dispute affects only two of the Parties to this Agreement.

**Informal Resolution**

- 14.3 The Parties to the dispute will first attempt to resolve disputes through informal means.

**Advisory Implementation Committee**

- 14.4 If the dispute is not resolved through informal means, the Party who initiated the dispute will give written notice to the other Parties that the dispute is not resolved and is to be referred to the Advisory Implementation Committee.
- 14.5 The notice must identify whether the dispute is of an urgent nature.
- 14.6 The Advisory Implementation Committee must meet in accordance with Schedule B.
- 14.7 The Advisory Implementation Committee will follow the Plulkwentwēcw-kucw C7u7tsem “Gathering people together again to make a decision” process set out in Schedule B.
- 14.8 The Advisory Implementation Committee will provide written non-binding recommendations to the Parties to the dispute within three days of completing the process in Schedule B.

**Successive Representatives**

- 14.9 The dispute will be referred to successive representatives of the Parties as needed if:
- (a) a Party does not accept the Advisory Implementation Committee’s recommendation; or
  - (b) the Advisory Implementation Committee recommends the referral of the dispute.

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- 14.10 If a Party does not accept the Advisory Implementation Committee's recommendation,
- (a) that Party will give written notice to the other Parties; and
  - (b) the notice must identify whether the dispute is of an urgent nature.
- 14.11 The successive representatives of the Parties must meet in accordance with Schedule B.
- 14.12 The successive representatives of the Parties will follow the Plulkwentwēcw-kucw C7u7tsem "Gathering people together again to make a decision" process as set out in Schedule B.
- 14.13 The successive representatives of the Parties are as follows:
- (a) the Splatsin Stsmamlt Director; the Director General, Child and Family Services Reform Sector, Indigenous Services Canada or designate; and the Ministry Executive Director who is responsible for coordination agreements;
  - (b) the Splatsin Band Administrator and the Splatsin Stsmamlt Council representative; the Assistant Deputy Minister, Child and Family Services Reform Sector, Indigenous Services Canada or designate; and the Ministry Assistant Deputy Minister who is responsible for coordination agreements; and
  - (c) if necessary, the matter will then be referred to the Splatsin Kukpi7 or designate, the Minister of Indigenous Services or designate, and the Ministry Minister or designate.

**Training**

- 14.14 In order for the Advisory Implementation Committee and the Parties to become familiar with the Plulkwentwēcw-kucw C7u7tsem "Gathering people together again to make a decision" process, Splatsin will provide training, as may be required.

**Government Elections**

- 14.15 If any Party's participation in dispute resolution under this Agreement is delayed as a result of a temporary suspension of some government operations resulting from the process of electing and forming a new government, that Party:
- (a) will give written notice to the other Parties of the delay;
  - (b) will use diligent efforts to ensure that any effect of such delay is minimized; and
  - (c) will give written notice to the other Parties when the temporary suspension has ended.
- 14.16 Upon receipt of the notice under section 14.15(c) of this Agreement, the dispute resolution process will commence or resume without delay.

**15. TERMINATION OF AGREEMENT**

- 15.1 The Parties may terminate this Agreement by written consent.

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- 15.2 A Party may terminate this Agreement by written notice if:
- (a) the Advisory Implementation Committee has recommended termination; and
  - (b) the Senior Representatives have met to discuss the recommendation.
- 15.3 A Party may terminate this Agreement if:
- (a) a Party fails to perform or is in breach of any of its material obligations under this Agreement; or
  - (b) a representation or warranty made by a Party in this Agreement is inconsistent with a decision of a court and the inconsistency materially impacts this Agreement.
- 15.4 If a Party proposes to terminate this Agreement in accordance with section 15.3 of this Agreement:
- (a) the Party will provide written notice to the other Parties that will include reasons for the proposed termination;
  - (b) within 14 days of the receipt of notice, the Advisory Implementation Committee will meet to discuss the reasons for the proposed termination and seek to address those reasons;
  - (c) if the Advisory Implementation Committee is unable to address the reasons for the proposed termination within 30 days of the receipt of notice, the Senior Representatives will meet to discuss the reasons for the proposed termination and seek to address those reasons;
  - (d) in attempting to address the reasons for the proposed termination, the Advisory Implementation Committee or the Senior Representatives will use the Plulkwentwēcw-kucw C7u7tsem “Gathering people together again to make a decision” process set out in Schedule B;
  - (e) if the Advisory Implementation Committee or the Senior Representatives address the reasons for the proposed termination to the satisfaction of each Party, this Agreement will not be terminated; and
  - (f) if the Advisory Implementation Committee or the Senior Representatives are unable to address the reasons for the proposed termination within 60 days of the notice, the Party that provided the notice may, at any time, provide a final written notice to the other Parties terminating the Agreement and this Agreement will terminate accordingly.
- 15.5 Upon the termination of this Agreement, the Parties will work cooperatively in an effort to avoid disruptions, and to ensure the best interests of Splatsin’s children in the continuing delivery of child and family services.

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**16. INDEMNITY**

- 16.1 Splatsin will be financially responsible for any claims, demands, liabilities, losses and damages incurred by the Province or any Provincial Official arising from:
- (a) any breach of this Agreement by Splatsin; or
  - (b) any act, omission or negligence of Splatsin or a Splatsin Official related to:
    - i. the performance of Splatsin's obligations under this Agreement;
    - ii. Splatsin's administration of By-Law No.3-1980 or Splatsin Stsmamlt Services; or
    - iii. Splatsin standing up Secwépemc laws.
- 16.2 The Province will be financially responsible for any claims, demands, liabilities, losses or damages incurred by Splatsin and any Splatsin Official arising from:
- (a) any breach of this Agreement by the Province; and
  - (b) any act, omission, or negligence of the Province related to the performance of the Province's obligations under this Agreement and the Province's administration of the CFCSA.

**17. LIABILITY**

- 17.1 Canada will not be liable for acts, omissions or negligence of Splatsin or a Splatsin Official in relation to the standing up of Secwépemc laws, the administration of By-Law No. 3 – 1980, Splatsin Stsmamlt Services or this Agreement.
- 17.2 Splatsin is not liable for the acts, omissions or negligence of Canada or a Federal Official in relation to the administration of the Federal Act or this Agreement.
- 17.3 The Province is not liable for the acts, omissions or negligence of Splatsin or a Splatsin Official in relation to the standing up of Secwépemc laws, the administration of By-Law No. 3 – 1980, Splatsin Stsmamlt Services or this Agreement.
- 17.4 Splatsin is not liable for the acts, omissions or negligence of the Province or a Provincial Official related to the administration of the CFCSA or this Agreement.

**18. GENERAL**

**Entire Agreement**

- 18.1 This Agreement is the entire coordination agreement between the Parties.

**Confidentiality of the Agreement**

- 18.2 Canada and the Province will:
- (a) not post this Agreement on a public website without Splatsin's consent;

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- (b) make reasonable efforts not to disclose this Agreement to third parties without Splatsin's consent; and
  - (c) subject to section 18.4 of this Agreement, direct all third-party requests for copies of this Agreement to Splatsin.
- 18.3 For the purposes of this section, Director and Director's counsel are not third parties and Directors must comply, and instruct Director's counsel to comply, with section 18.2 of this Agreement.
- 18.4 If Canada or the Province receives a request for a copy of this Agreement under the *Freedom of Information and Protection of Privacy Act*, *Access to Information Act*, or as otherwise required by law, the Province or Canada will provide Splatsin with notice of the request and the opportunity to express any views regarding the disclosure as required.

**Government to Government Relationship**

- 18.5 This Agreement does not create any agency, association, partnership, joint venture or employer-employee relationship between Splatsin and Canada or Splatsin and the Province.

**Other Actions**

- 18.6 The Parties will in good faith do such things, execute such further documents, and take such further measures as may be necessary to carry out and implement the terms, conditions, intent and meaning of this Agreement.

**Change to time periods**

- 18.7 The Parties may shorten or extend time periods under this Agreement with the written consent of the affected Parties.

**Assignment**

- 18.8 No Party will assign this Agreement, or any of their respective rights and obligations under this Agreement, without the written consent of the other Parties.

**Waiver**

- 18.9 A waiver of any obligation under this Agreement must be consented to by the affected Parties in writing and will not be a waiver of any other obligation.

**Governing Law**

- 18.10 This Agreement is governed by and is to be interpreted and construed in accordance with Secwépemc, federal or provincial law, as the context requires.
- 18.11 For certainty, the Parties agree that this Agreement is a binding agreement of the Parties under Secwépemc, federal and provincial law.

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**Conflict between Agreement and Laws**

18.12 For certainty, this Agreement does not modify or amend the Parties' respective laws.

**Survival of Certain Provisions**

18.13 The Parties agree that the provisions of this Agreement which, by their context are intended to survive the expiry or termination of this Agreement, will so survive.

**Successor and Assigns**

18.14 This Agreement is binding upon the Parties' successors and permitted assigns.

**Delivery of Notice**

18.15 Except as expressly set out in this Agreement, any notice, request, or consent must be delivered by hand, prepaid registered post or email as follows:

To Splatsin:

Kukpi7 and Tkwamipla7  
c/o Executive Secretary  
5775 Old Vernon Road  
P.O. Box 460  
Enderby, British Columbia V0E 1V0  
Email: [executive\\_secretary@splatsin.ca](mailto:executive_secretary@splatsin.ca)

To Canada:

Assistant Deputy Minister, Child and Family Services Reform Sector  
10 Wellington Street, Gatineau, Quebec K1A 0H4 Canada  
Mail Stop 960  
Building LES TERRASSES DE LA CHAUDIERE  
Email: [sac.sefreforme-cfsreform.isc@canada.ca](mailto:sac.sefreforme-cfsreform.isc@canada.ca)

To the Province:

Ministry Assistant Deputy Minister responsible for coordination agreements  
5th Floor – 525 Superior Street  
PO Box 9721 Stn Prov Govt  
Victoria, British Columbia V8W 9S2  
Email: [mcf.partnership.and.indigenous.engagement@gov.bc.ca](mailto:mcf.partnership.and.indigenous.engagement@gov.bc.ca)

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18.16 Any notice, request or consent will be deemed to be received as follows:

- (a) if by hand or prepaid registered post, on the date of delivery; or
- (b) if by email, on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, then on the next Business Day.

**19. INTERPRETATION PROVISIONS**

19.1 In this Agreement:

- (a) "day" means a day that is shown on the calendar, including Saturday, Sunday and any day that is a holiday;
- (b) the word "or" may mean A or B, or alternatively both A and B;
- (c) "includes" means "includes, without limitation" and "including" means "including, without limitation";
- (d) unless the context otherwise requires, words expressed in the singular include the plural and vice versa;
- (e) the insertion of headings, recitals, and the table of contents are solely for convenience and in no way modify or explain the scope or meaning of any part of this Agreement;
- (f) any reference to Splatsin, federal or provincial laws includes all regulations made under that law and any amendments to or replacement of that law; and
- (g) there is to be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of or against any Party.

**20. DEFINITIONS**

20.1 In this Agreement:

**"Advisory Implementation Committee"** means the implementation committee established under this Agreement to provide non-binding recommendations to the Parties;

**"Agreement"** means this coordination agreement, including any schedule and sub-schedule;

**"Business Day"** means a day, other than a Saturday or Sunday, on which Splatsin, Provincial government and Federal government offices are open for normal business;

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**"By-Law No. 3 – 1980"** means Splatsin's *A By-Law for the Care of Our Indian Children: Spallumcheen Indian Band By-Law #3 – 1980*;

**"CFCSA"** means the *Child, Family and Community Service Act* [RSBC 1996] c. 46;

**"Child, Family and Community Services"** means services including child protection for Splatsin Children and services to support, preserve and enhance the integrity of *K'wátsalk'tn* and community;

**"Constitution Act, 1982"** means the *Constitution Act, 1982*, being Schedule B to the *Canada Act 1982 (UK), 1982*, c. 11;

**"Director"** means a person who is designated under section 91 of the CFCSA or delegated under section 92 of the CFCSA, including Provincial Centralized Screening, but not including the Ministry Executive Director responsible for coordination agreements;

**"Effective Date"** means the date upon which all Parties have signed this Agreement;

**"Federal Act"** means *An Act respecting First Nations, Inuit and Metis children, youth and families* S.C. 2019, c. 24;

**"Federal Official"** includes ministers, officers, employees, agents, servants and successors of Canada;

**"Federally Supported Services"** means the Child, Family and Community Services for which Splatsin is responsible and Canada has agreed to provide Financial Contributions and that are listed in a Fiscal Arrangement;

**"Financial Contributions"** means transfer payments made by Canada or the Province pursuant to a Fiscal Arrangement;

**"Fiscal Arrangement"** means a fiscal arrangement as described in section 20(2)(c) of the Federal Act, and for the purpose of this Agreement also means an arrangement between Splatsin, Canada and the Province described in section 5 of this Agreement;

**"Fiscal Year"** means the period that commences on April 1<sup>st</sup> of a year and ends on March 31<sup>st</sup> of the following year;

**"Indigenous governing body"** is as defined in the Federal Act as a council, government or other entity that is authorized to act on behalf of an Indigenous group, community or people that holds rights recognized and affirmed by section 35 of the Constitution Act, 1982;

**"K'wátsalk'tn"** means children and other family members who are Splatsin Members and includes members of Splatsin families who are not Splatsin Members;



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**"Kukpi7 and Tkwamipla7"** means Chief and Council;

**"Ministry"** means the Provincial ministry that is responsible for the CFCSA;

**"Parties"** means the parties to this Agreement and Party means any one of them;

**"Provincial Official"** means any minister, Director, public official, employee, contractor, agent or representative of the Province;

**"Provincially Supported Services"** means the Child, Family and Community Services for which Splatsin is responsible and the Province has agreed to provide Financial Contributions and that are listed in a Fiscal Arrangement;

**"Senior Representative"** means Kukpi7, or designate, on behalf of Splatsin; the Ministry Minister, or designate, on behalf of the Province; and the Minister of Indigenous Services Canada, or designate, on behalf of Canada;

**"Splatsin"** is the community as represented by Kukpi7 and Tkwamipla7;

**"Splatsin Child"** has the same meaning as "Indian Child" defined in By-Law No. 3 – 1980;

**"Splatsin Member"** means a person whose name is entered, or a person who is entitled to have their name entered, in the band list maintained by Indigenous Services Canada for Splatsin;

**"Splatsin Official"** means any officer, director, elected official, employee, contractor, agent or representative of Splatsin;

**"Splatsin Stsmamlt Services"** means a program of Splatsin that provides Child, Family and Community Services to Splatsin Children and K'wsaltktn in accordance with By-Law No. 3 – 1980 and Secwépemc laws;

**"Splatsin Stsmamlt Services Director"** means the director of Splatsin Stsmamlt Services; and

**"Successor Fiscal Arrangement"** means a Fiscal Arrangement that comes into effect following the end of the term of an existing Fiscal Arrangement.

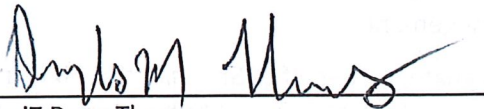
**THIS AGREEMENT MUST NOT BE PUBLICLY POSTED OR DISCLOSED WITHOUT SPLATSIN'S  
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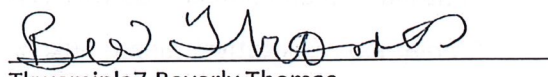
**21. SIGNING**

21.1 This Agreement may be entered into by each Party signing a separate copy and delivering it to the other Parties by facsimile or electronic transmission and all signed copies taken together will constitute one agreement.

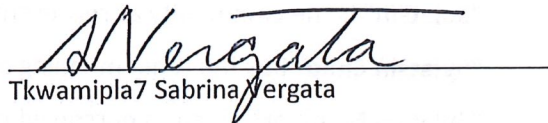
**IN WITNESS WHEREOF** the Parties have executed this Agreement on March 24, 2023:

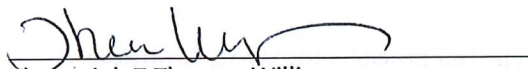
**Executed on behalf of Splatsin:**

  
Kukpi7 Doug Thomas

  
Tkwapla7 Beverly Thomas

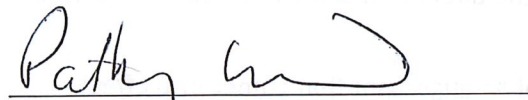
  
Tkwapla7 Len Edwards

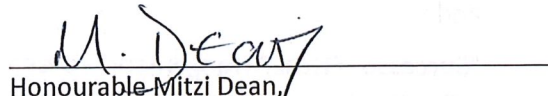
  
Tkwapla7 Sabrina Vergata

  
Tkwapla7 Theresa William

**Executed on behalf of Canada:**

**Executed on behalf of the Province of British  
Columbia:**

  
Honourable Patty Hajdu,  
Minister of Indigenous Services Canada

  
Honourable Mitzi Dean,  
Minister of Children and Family Development