

Cooperation, Collaboration and Communication Accord

This ACCORD dated for reference the 15th day of February, 2019.

BETWEEN: THE TSESHAHT FIRST NATION

AND: PORT ALBERNI PORT AUTHORITY (PAPA)

WHEREAS (The Parties)

- A.** The Tseshaht First Nation and the Port Alberni Port Authority (the "PAPA") each have distinct governance authorities and responsibilities towards their residents and members, and acknowledge that the interests of persons living in their communities are best served by working together in the spirit of cooperation, collaboration, economic growth and prosperity for our region in a manner that respects our shared values of environmental stewardship.
- B.** The Parties recognize that establishing a formal relationship now will create a level of certainty for the Parties' communities and jurisdictions and begin an important dialogue in anticipation of successful community development.
- C.** The Parties recognize the following documents and principles as guides to effective inter-governmental relations:
- United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP)
 - The Truth and Reconciliation Commission's 94 Calls to Action
 - lisaak (respect), hishukish-tsawalk (everything is interconnected) and uu-a-thluk (taking care of)

NOW THEREFORE the Parties enter into this Accord with the intention and desire to establish a cooperative and collaborative relationship for the purpose of sharing information, improving communications, addressing specific concerns, and raising awareness and understanding of Tseshaht First Nation Title, Rights and responsibilities and the rights of the PAPA under the Canada Marine Act and Letters Patent.

1.0 PURPOSE

- 1.1** The purpose of this Accord is to enter into a more formal arrangement between the Tseshaht First Nation and the PAPA with respect to establishing and maintaining a long-term cooperative and collaborative relationship through effective communications.

2.0 PRINCIPLES OF COOPERATION

The Parties agree that the Tseshaht First Nation and the PAPA will:

- 2.1** Meet regularly to promote and encourage open and constructive dialogue based on mutual trust, honesty, recognition, respect, reconciliation and understanding.
- 2.2** Work cooperatively to ensure that the Parties have a full understanding of each other's governing structures, capacities, traditions, roles, responsibilities and current projects.
- 2.3** Maintain respect for the views and authority of each of the Parties.
- 2.4** Explore potential partnerships and collaborative opportunities that help support a strong regional economy. Each Party will endeavor to advise the other Party at the early stages of consideration about economic development projects that may impact the other Party.

3.0 KEY JOINT INTERESTS

The Parties agree to work together on the following, but not limited to areas of mutual interest:

- Economic Development and Tourism
- Port Operations
- Transportation
- Fisheries and other Natural Resources
- Infrastructure
- Environmental Protection
- Public Safety
- Emergency Response and Preparedness
- Skills, Training and Employment
- Marine Use Planning and Zoning

4.0 COMMUNICATIONS

4.1 The Parties recognize the success of our relationship is predicated upon:

- Open and transparent communication
- Effectiveness, efficiency and timeliness
- Cooperation and collaboration

4.2 The parties acknowledge and recognize that communication and information sharing for the interests set out in this Accord may be subject to Federal and Provincial Freedom of Information and Protection of Privacy Legislation.

4.3 The Parties agree to seek and explore opportunities to incorporate Tseshahht culture, history and language into communications, advertising and signage.

4.4 The Parties agree to jointly develop and implement a strategy for interaction between the Parties for the purposes of improving timely communication on matters referred to in this Accord.

4.5 Nothing in this Accord discharges any legal obligation the PAPA may have to consult or accommodate Tseshahht First Nation respecting potential adverse impacts of projects on the Aboriginal title and rights of Tseshahht First Nation within the PAPA's jurisdiction, nor do the parties intend that any discussions or engagement pursuant to this Accord will constitute consultation or accommodation by the PAPA for such projects.

4.6 The Parties agree to provide letters of support to one another upon request, in a timely manner, and so long as they are mutually beneficial and both Parties have approval through their appropriate governing processes.

5.0 Implementation and Dispute Resolution

5.1. This Accord shall be administratively implemented through the President and Chief Executive Officer (CEO) of the PAPA and the Executive Director of the Tseshahht First Nation. In the event that a dispute arises pertaining to this Accord, the CEO and Executive Director shall meet to seek resolution of that dispute.

5.2 If the Administration of both Parties cannot resolve any dispute as referenced above, the Chair of the PAPA Board of Directors and a Councillor of the Tseshahht First Nation shall meet to develop solutions in accordance with this Accord.

5.3 If a dispute cannot be resolved at the levels of Administration or Chair of the PAPA Board and Chief Councilor, then a meeting of both Tseshaht First Nation Chief and Council and the PAPA Board of Directors shall occur to resolve the matter in accordance with this Accord.

6.0 COUNCIL TO BOARD FORUM

6.1 The Tseshaht First Nation Council and the PAPA Board of Directors will meet at least annually and as required to monitor and evaluate the implementations of this Accord and the specific initiatives undertaken thereto. Tseshaht First Nation Council and the PAPA Board of Directors will also provide vision, policy and strategic direction to the Administrations of their respective governments in accordance with this Accord.

7.0 TERMS OF THE ACCORD

7.1 The Parties agree that this Accord shall take effect by a formal resolution by each respective Council.

7.2 The Parties agree that this Accord is a living document and may be subject to revision from time to time by mutual consent. The revisions must be agreed to in writing, and by formal resolution by each the Tseshaht First Nation Chief and Council and the PAPA Board of Directors.

7.3 The Accord will remain in effect continuously unless terminated by either of the Parties by providing thirty (30) days' notice in writing, to be delivered by hand or registered mail.

7.4 The Accord will be reviewed jointly by the Parties on an annual basis.

7.5 This Accord does not affect the Aboriginal Title and Rights, or interest of the Tseshaht First Nation.

7.6 This Accord does not prejudice or affect the PAPA's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Canada Marine Act* and Letters Patent as amended from time to time.

7.7 This Accord is non-binding and is not intended to and does not create any legal rights or obligations.

8.0 ADDRESS FOR SERVICE

TSESHAHT FIRST NATION
5091 Tsuma-as Drive
Port Alberni, BC V9Y 8X9

PORT ALBERNI PORT AUTHORITY (PAPA)
2750 HARBOUR ROAD
Port Alberni BC, V9Y 7X2

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

Tseshaht First Nation, by its
authorized signatories:



Ken Watts, Elected Council Member

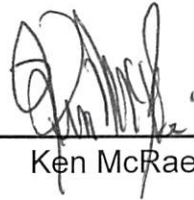


Richard Watts, Elected Councillor



Darren Mead-Miller, Executive Director

Port Alberni Port Authority, by its
authorized signatories:



Ken McRae, Vice-Chair of the Board



Zoran Knezevic, President & CEO