

MEMORANDUM OF UNDERSTANDING

Between:

The Union of British Columbia Indian Chiefs

- and -

The First Nations Summit

- and -

The Métis Provincial Council of British Columbia

- and -

The United Native Nations

- and -

The Province of British Columbia

(as represented by the Premier of British Columbia, the Minister of Children and Family Development and the Minister of Community, Aboriginal and Women's Services)

And in Support of this Memorandum of Understanding,
and as participants in the process:

Assembly of First Nations (BC Region)

- and -

BC Aboriginal Network on Disabilities Society

- and -

BC Association of Aboriginal Friendship Centres

- and -

Federation of Aboriginal Foster Parents

- and -

Métis Commission for Children and Family Services

- and -

Native Courtworker and Counselling Association of BC

- and -

First Nations Agency Directors Forum

- and -

Aboriginal Health Association of BC

- and -

Healing Our Spirit – BC Aboriginal HIV/AIDS Society

WHEREAS

- A. The Parties agree that there is a disproportionate number of Aboriginal children in care in British Columbia. They agree that this number must be reduced and the children should be returned to their communities where it is appropriate to do so.
- B. The Parties recognize that First Nations, the Métis Nation, Inuit and other Aboriginal Peoples assert an inherent right with respect to and jurisdiction over the safety and well being of their children and families.
- C. The Parties agree on the need for a respectful and ongoing government-to-government relationship and dialogue on all issues relating to the safety and well being of all Aboriginal children and families.
- D. The Parties agree that this relationship is based on mutual trust and mutual respect and must be consistent with existing protocols, agreements and memoranda of understanding.
- E. The Parties acknowledge a new and collaborative relationship made possible through the mutual agreement among the Aboriginal Leadership of British Columbia, as expressed through the historic Tsawwassen Accord.
- F. The Parties acknowledge and agree that First Nations, the Métis Nation, Inuit and other Aboriginal communities require support, including the necessary capacity and resources, to enable them to develop and deliver a full range of child and family services.
- G. The Parties acknowledge that planning, policy and program development, implementation, evaluation and decision-making must be undertaken jointly between the provincial government and First Nations, the Métis Nation, Inuit and other Aboriginal communities.
- H. The *Child, Family and Community Service Act* provides that:

- a) Aboriginal people and communities need to be involved in the planning and delivery of services to their families and their children through the Regional Aboriginal Authorities;
- b) a child's cultural identity, kinship ties and attachment to his or her extended family and community should be preserved; and
- c) First Nations, the Métis Nation, Inuit and other Aboriginal communities are recognized as independent entities that have a right to party status in all legal proceedings involving their children.

H. The Ministry of Children and Family Development is committed to ensuring that its legislation, policies and services are culturally sensitive and responsive to the needs of Aboriginal governments and communities.

Therefore the Parties agree as follows:

1.0 PURPOSES

1.1 The purpose of this Memorandum of Understanding ("MOU") is to establish a joint dialogue and decision making process regarding general and systemic issues relating to the safety and well-being of Aboriginal children and families that:

- a) is on a government-to-government basis;
- b) recognizes that First Nations, the Métis Nation, Inuit and other Aboriginal Peoples assert jurisdiction over their children and families, regardless of residency;
- c) recognizes the importance of transferring the delivery of services to Aboriginal communities; and
- d) draws on the expertise of Aboriginal service delivery agencies and research institutions.
- e) reflects the historic and new relationship established at Tsawwassen on June 11, 2002.

1.2 The joint dialogue and decision-making process will focus on:

- a) reducing the number of Aboriginal children in care and returning Aboriginal children to their communities where it is appropriate to do so; and
- b) other topics or issues agreed to by the Parties.

1.3 The joint dialogue and decision making process will be carried out through the Minister's Joint Aboriginal Management Committee, which is established in section 2.0 and is comprised of representatives of the Parties, Aboriginal service delivery agencies, and co-chaired by the Minister of Children and Family Development and an Aboriginal representative.

2.0 JOINT ABORIGINAL MANAGEMENT COMMITTEE

- 2.1 The Minister of Children and Family Development will establish a Joint Aboriginal Management Committee (the "Committee") comprised of one representative appointed by each of the following organizations:
- a) the Union of BC Indian Chiefs;
 - b) the First Nations Summit;
 - c) the Métis Provincial Council of BC;
 - d) the United Native Nations;
 - e) the Assembly of First Nations (BC Region);
 - f) the Ministry of Children and Family Development;
 - g) the BC Aboriginal Network on Disabilities Society;
 - h) the BC Association of Aboriginal Friendship Centres;
 - i) the Federation of Aboriginal Foster Parents;
 - j) the Métis Commission of Children and Families;
 - k) the Native Courtworkers and Counselling Association
 - l) the First Nations Agency Directors Forum
 - m) the Aboriginal Health Association of BC; and
 - n) the Healing Our Spirit – BC Aboriginal HIV/AIDS Society
- 2.2 Each of the organizations referred to in section 2.1 will appoint one alternate representative who will attend meetings of the Committee in the absence of the representative appointed in that section.
- 2.3 The role of the Committee will be to:
- a) establish priorities and monitor progress on reducing the number of Aboriginal children in care and returning Aboriginal children to their communities where it is appropriate to do so;
 - b) provide advice to the Minister of Children and Family Development regarding the efficient and effective allocation of resources within the Ministry of Children and Family Development to address issues affecting Aboriginal children, families and communities;
 - c) serve as a forum for dialogue and exchange of information among the participating organizations and once established, the Regional Aboriginal Authorities;
 - d) enable the participating organizations and once established, the Regional Aboriginal Authorities to keep their respective constituencies informed regarding the dialogue process; and
 - e) ensure that the full range of perspectives is examined.
- 2.4 The Committee will strive to seek consensus among the members of the Committee with respect to the advice it provides to the Minister of Children and Family Development.
- 2.5 The Minister of Children and Family Development, or the Minister's representative and an Aboriginal representative appointed by the organizations referred to in section 2.1, will co-chair the meeting of the Committee.
- 2.6 The Executive Director, Provincial Aboriginal Secretariat, will act as secretary for the committee, and will provide support services for the Committee by:

- a) preparing and distributing meeting notices and other relevant information to the members of the committee; and
- b) the logistics for the meetings.

2.7 Agendas for meetings of the Committee will be developed jointly by the secretary and the members of the Committee. The agendas, together with any supporting material, will be distributed at least one week in advance of meetings to enable the members of the Committee to be prepared.

2.8 The Committee will meet at least 4 times per year and will establish a schedule of meeting dates. Committee meetings may also be held as needed or at the call of the Minister of Children and Family Development.

2.9 The Committee will establish a technical working group(s) as needed to address issues or matters identified by the Committee. The technical working group(s) will be responsible for developing options and recommendations and providing them to the Committee.

3.0 FUNDING

3.1 The Ministry of Children and Family Development will, subject to annual allocations by Treasury Board, provide adequate funding to support all of the activities of the Joint Aboriginal Management Committee and its technical working group(s), including the establishment of an independent Provincial Aboriginal Secretariat and reimbursement for expenses in accordance with government financial policy.

3.2 The Ministry of Children and Family Development will provide adequate funding for the implementation of activities and action plans intended to achieve the purposes of this memorandum, subject to annual allocations by Treasury Board.

4.0 SPECIAL CLAUSES

4.1 The Parties wish to maintain an ongoing government-to-government relationship that does not derogate from or displace the bilateral nation-to-nation relationship between Aboriginal Peoples and the Government of Canada or from the Crown's fiduciary obligation to Aboriginal Peoples.

4.2 This MOU is not intended to limit or replace any treaty, interim measures or other negotiations that any of the Parties may be involved in.

4.3 Nothing in this MOU shall be interpreted in a manner, which extinguishes, abrogates or diminishes Aboriginal or treaty rights, including Aboriginal title, which are protected under section 35 of the *Constitution Act, 1982*.

4.4 Nothing in this MOU shall be interpreted in a manner which diminishes or fetters the statutory responsibilities of the Minister of Children and Family Development or which

conflicts with the Minister's duties as a member of the Executive Council of the Province of British Columbia.


- 4.5 Nothing in this MOU shall be interpreted in a manner that undermines or limits the rights and responsibilities of the participating Aboriginal governments and organizations and their respective Aboriginal Policy Tables to address issues of urgent concern with any level of government.
- 4.6 The dialogue process under this MOU is not intended to displace the obligation of the Crown to consult with Aboriginal governments, nor an Aboriginal government's right to dialogue with the Crown.
- 4.7 Nothing in this MOU shall be interpreted in a manner that implies endorsement or acceptance of provincial legislation and policies by the participating Aboriginal governments and organizations.

5.0 TERM AND REVIEW

- 5.1 This MOU shall come into effect as of the date of the Minister's signature, and will remain in effect for a (5) five-year period from that date (the "Term").
- 5.2 This MOU and activities associated with it will be reviewed annually by the Parties during the Term.

IN WITNESS WHEREOF the parties have agreed to this Memorandum of Understanding on the dates noted below:

On behalf of the Union of British Columbia Indian Chiefs .

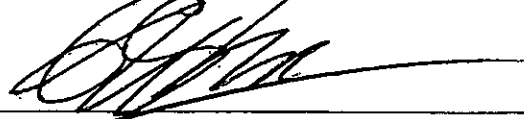


President

SEPT 9/02

Date

On behalf of the First Nations Summit

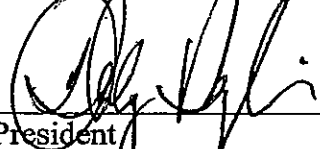


Task Group Member

Sept 9/02

Task Group Member


On behalf of the Métis Provincial Council of British Columbia



President

SEPT 9/02

Date

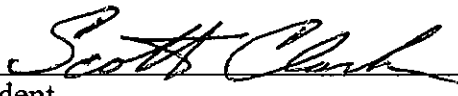


Task Group Member

SEPT 9/02

Date

On behalf of the United Native Nations



President

SEPT 9/02

Date

On Behalf of the Province of British Columbia

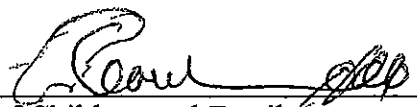


Premier of British Columbia

Sept 9/02

Date

On behalf of the Province of British Columbia

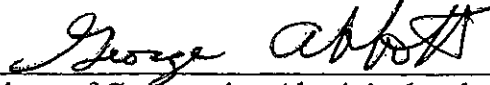


Minister of Children and Family Development

Sept 9/02

Date

On behalf of the Province of British Columbia



Minister of Community, Aboriginal and Women's Services

September 9/02

Date

The following agencies support this Memorandum of Understanding as members of the Aboriginal Advisory Committee:

On behalf of the Assembly of First Nations (BC Region)

Kevin George
Vice Chief

SEPT 9/02
Date

On behalf of the BC Aboriginal Network on Disabilities Society

Lillian V. Allison
for President

SEPT 9/02
Date

On behalf of the BC Association of Aboriginal Friendship Centres

Grace Nilan
President

SEPT 9/02
Date

On behalf of the Federation of Aboriginal Foster Parents

Jaye Poulin
Chair

SEPT 9/02
Date

On behalf of the Métis Commission

Robert J. Amadio
President

SEPT 9/02
Date

On behalf of the Native Courtworker and Counselling Association of BC

[Signature]
President

SEPT 9/02
Date

On behalf of the First Nations Agency Directors Forum

Paul R. Dan
Chair

SEPT 9/02
Date

On behalf of the Aboriginal Health Association of BC

Grace Nilan
Chair

SEPT 9/02
Date

On behalf of the Healing Our Spirit - BC Aboriginal HIV/AIDS Society

Florence Hackett
for President

SEPT 9/02
Date