



TSAWWASSEN FIRST NATION  
s̓c̓awaθən məsteyəx<sup>w</sup>

2009

## MEMBERS' GUARANTEES ACT

Enacted April 3, 2009

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CHIEF KIM BAIRD



# TSAWWASSEN FIRST NATION

2009

## MEMBERS' GUARANTEES ACT

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### SCHEDULE

The Tsawwassen Legislature enacts as follows:

#### **Citation**

- 1 This Act may be cited as the *Members' Guarantees Act*.

#### **Definitions**

- 2 In this Act:
  - “**chief administrative officer**” means the person appointed to that position under the *Government Organization Act*;
  - “**Executive Council**” means the Executive Council of the Tsawwassen First Nation established under the *Government Organization Act*;
  - “**Judicial Council**” means the Judicial Council established under the *Administrative Review and Judicial Proceeding Act*;
  - “**Members' Guarantees**” means those guarantees provided to Tsawwassen Members that are set out in the Schedule;
  - “**Treaty**” means the Tsawwassen First Nation Final Agreement signed on behalf of Tsawwassen First Nation, Her Majesty the Queen in Right of Canada, and Her Majesty the Queen in Right of British Columbia;
  - “**Tsawwassen Government**” means the government of Tsawwassen First Nation as referred to in clause 2 of Chapter 16 [*Governance*] of the Tsawwassen First Nation Final Agreement;
  - “**Tsawwassen Institution**” means Tsawwassen Government or a Tsawwassen public institution;
  - “**Tsawwassen Legislature**” means the Tsawwassen First Nation Legislature;

**“Tsawwassen Member”** means a Tsawwassen individual who is enrolled as a member of Tsawwassen First Nation in accordance with Chapter 21 [*Eligibility and Enrolment*] of the Tsawwassen First Nation Final Agreement;

**“Tsawwassen Public Institution”** means a Tsawwassen Public Institution as defined in the Tsawwassen First Nation Final Agreement.

#### **Purposes of this Act**

- 3 The purpose of this Act is to give effect to certain guarantees to Tsawwassen Members reviewed and approved through a ratification vote at the Annual Meeting of Tsawwassen Members on July 7, 2007 and set out in the Schedule.

#### **Administration**

- 4 The Tsawwassen Legislature must not enact any laws or take any other actions inconsistent with the Members’ Guarantees set out in the Schedule .

#### **Interpretation**

- 5 The Tsawwassen Legislature and the Executive Council must interpret the Members’ Guarantees in accordance with common usage and standard meanings of the words and phrases used in the Schedule.

#### **Expenditure**

- 6 Expenditure with respect to the Members’ Guarantees may not be made by Tsawwassen Government except as provided for in appropriations made by the Tsawwassen Legislature in accordance with the *Financial Administration Act*

#### **Amendments to Schedule**

- 7 Any amendments to the Schedule must be ratified in accordance with the process setout in that Schedule.

#### **Regulations**

- 8 The Executive Council may make regulations it considers advisable for the purposes of this Act, and, without limitation, may make regulations as follows:
  - (a) defining the meaning of terms and phrases in the Schedule;
  - (b) implementing and administering the obligations set out in this Act;
  - (c) specifying the operational obligations of Tsawwassen Government arising from the Members’ Guarantees;
  - (d) directing that actions be taken or things be done to fulfill the intent of the Members’ Guarantees;
  - (e) giving effect to the Members’ Guarantees;
  - (f) requiring that any other things be done to meet any obligations contained in this Act.

**Interpretation**

- 9** The *Interpretation Act* (British Columbia) applies to this Act and the regulations, unless the context or another Tsawwassen enactment otherwise requires.

**Commencement**

- 10** This Act comes into force on the date of its enactment by Tsawwassen Legislature.

## SCHEDULE

### TSAWWASSEN MEMBERS' GUARANTEES

- 1 The following are guarantees to Tsawwassen Members that will be honoured and fulfilled by Tsawwassen Government as obligations on Tsawwassen Government upon the Treaty being ratified and put into effect.
- 2 These guarantees unless amended will bind both the Legislature and the Executive of Tsawwassen Government.
- 3 The Guarantees will come into effect on the effective date of the Treaty and will apply unless amended by a 2/3 majority of Tsawwassen Members voting in a referendum.
- 4 Tsawwassen Government Guarantees to its Members that
  - (1) The Tsawwassen First Nation Constitution is the supreme law of Tsawwassen First Nation and it will be adhered to by Tsawwassen Government at all times.
  - (2) Members' rights under the Treaty will not be unduly extinguished by Tsawwassen Government.
  - (3) Tsawwassen Government will manage all lands and treaty benefits so that the overall value of Treaty Assets will be sustained and core Treaty Lands will never be reduced in amount through sale.
  - (4) Tsawwassen First Nation Identity is protected under the Tsawwassen First Nation and Canadian Constitution, and Tsawwassen Government will oppose any erosion of Indian Status as recognized by Canada on the settlement date.
  - (5) Tsawwassen Government will protect, sustain, support and develop Tsawwassen First Nation culture, language, cultural sites, cultural objects and other things integral to Tsawwassen First Nation culture.
  - (6) Tsawwassen Government will manage all treaty assets responsibly and in the interests of all Tsawwassen Members, and in accordance with investment practices set out by professional bodies.
  - (7) Tsawwassen Government will manage all Tsawwassen lands and resources on a sustainable basis and will take all reasonable measures to protect the natural environment and to develop a green economy.
  - (8) Tsawwassen Government will endeavour to ensure that federal non-insured health benefits are not further reduced from what they are at time of the Treaty, and Tsawwassen Government will restore these benefits to earlier coverage and improve them further to meet needs as soon as Tsawwassen Government revenues permit.
  - (9) Tsawwassen Government will reasonably allocate government surpluses over and above the costs of providing good government, meeting debt obligations and providing existing programs and services according to the following purposes:
    - (a) Improvements in and expansion of programs and services to members;
    - (b) Distributions to individual members;
    - (c) Investments in economic development;
    - (d) Investments for future generations.

- (10) Tsawwassen Government will provide support to business enterprises of individual Tsawwassen Members and will ensure that services to such enterprises are provided fairly and will not favour Tsawwassen Government business projects over individuals' projects.
  - (11) Tsawwassen Government will provide services based on the principle of equality of all Tsawwassen Members, unless by the terms of government funding or laws of Canada or British Columbia, Tsawwassen Government is precluded from doing so.
  - (12) Subject to available revenues, Tsawwassen Government will provide Tsawwassen Members with a Treaty Benefit offset in recognition of the removal of the income tax exemption, including an offset for any reduction in the Child Tax Credit.
  - (13) Persons denied income assistance because of home ownership or eligibility for Tsawwassen First Nation Treaty benefits of general application will be provided alternative assistance based on financial need
- 5** These Guarantees are recommended by Tsawwassen First Nation Chief and Council for consideration by the membership at the Annual Meeting of Tsawwassen Members on July 7, 2007, and when ratified at that meeting will have the force of Tsawwassen Law. Tsawwassen Government may make laws and regulations to give effect to the Guarantees.

