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DECEMBER 22ND 2017

ADMINISTRATION HOLIDAYS CONTACTS

Public Works: Matt Seitcher 250-730-1937

Patient Travel: 250-725-8030

Family Care: 250-725-4483

CEO: Ted Adnitt 250-725-2597

AMENDMENT TO TFN DOG BYLAW

On December 15th 2017, Tla-o-qui-aht Chief and Council amended the existing TFN Dog bylaw to provide a new agent known as the Coastal Animal Rescue & Education (CARE) Network to uphold our domesticated animal rules and regulations.

Starting Jan 1st 2018, Please register your dog(s) and if you require any dog related issues or concerns regarding the new Animal Bylaw **please contact Rihanna or James at 250-266-9663**

A copy of the bylaw has been attached to the end of this bulletin.

PUBLIC WORKS UPDATE

The Public Works Department is currently working on the following projects:

- Container Housing Project
- Elders Renovations
- Maintenance yard building repair
- Opitsaht garbage bin project
- Opitsaht basketball court
- GIS infrastructure project
- Chimney Sweep/Fire Alarm installation
- Updating community emergency response
- Coastal Vulnerability Study
- Opitsaht waste/water feasibility study
- New water line upgrades in Opitsaht

New changes to Garbage pick-up in Opitsaht:

Garbage cans will no longer be in the middle of the Village. Please ensure everyone in your household is aware of this new program. A detailed schedule will be forthcoming in the new year after the dumpsite is cleaned up and ready for operation. It is our goal to ensure that we are properly handling solid waste and improve our approach to the environment. Please stay tuned.

Innovative Projects Update: Coastal Vulnerability study

- Partnership with INAC to provide nation with a long-term planning tool
- Will provide a visual simulated over lay for what sea level will be in the year 2100
- Will look at what wind sea level and tides will look like up to 2100
- Earthquake scenario of a 9.5 with a Tsunami from the following; Epicenter of 75km out, Epicentre of 100km out and 150km out
- Modeling will provide the nation with a tool for emergency planning
- Modelling will provide the nation with tool for planning infrastructure and housing

AVAILABLE JOBS WITH TLA-O-QUI-AHT – PLEASE APPLY!!

Tla-o-qui-aht First Nations Administration is seeking employees in the following areas; job postings are attached at the end of the bulletin.

- Infant Toddler Educator
- Early Childhood Educator
- TFN EDC CEO
- Housing Janitorial RFP
- Faller RFP
- On-call Reception (for Administration Office & Tiic-Mis-Aq'kin Health Centre)
- On-call Public Works (General Labour in all villages)
- Call for Caterers

Please visit www.tla-o-qui-aht.org/employment or one of our offices for job posting, applications. Thank you for all those that have dropped off applications to date – we will be in touch shortly.

General Notice for All Members: Please update and confirm your contact information for you and your family with reception at the main admin building by calling 250-725-3350 or emailing treatyoffice@tla-o-qui-aht.org

HEALTH DEPARTMENT – WALKING GROUP

Are you interested in joining a Walking Club? If so please contact Nora Martin, Community Health Liaison at 250-725-3335 or email her at health@tla-o-qui-aht.org.

Walking has many benefits ie; lowers blood pressure, reduces weight, reduces sugar levels, more restful sleep, reduces stress & depression, and walking also builds strong bones to lessen the possibility of getting osteoarthritis etc.

Walking the beach or in the forest is very healing and rewarding, by listening to the sounds of the waves, hearing and seeing many different types of birds and animals, plus you get to learn about the different types of plants and traditional medicines that may be available depending on the season.

We can tailor a schedule to suit what time and location works for you. What to wear; walking shoes, shorts or jogging pants, coat/sweater, hat, scarf (depending on weather) sun screen and bring a small bag to carry water bottle, camera or phone.

Tla-o-qui-aht First Nations Governance Schedule 2018



JANUARY

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FEBRUARY

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NOVEMBER

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DECEMBER

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	Ty-Histanis	Opitsaht
January	19 th	
February	2 nd	16 th
March	2 nd	16 th
April	6 th	20 th
May	4 th	18 th
June	1 st	15 th
July	6 th	20 th
August	3 rd	17 th
September	7 th	21 st
October	5 th	19 th
November	2 nd	16 th
December	7 th	21 st

Meeting Locations

Ty-histanis: Tiic-Mis-Aq'kin Health Centre

Opitsaht: Meares Island Cultural Centre (MICC)



Every Thursday afternoon at the Main Office, Tiic-Mis-Aq'kin, or MICC registry services are available. Reminder that you need the following items before coming to get a card. 2 pieces of Government issued ID (Driver's License, BC ID, Passport, and Medical Services Card)

If registering your newborn you need an original birth certificate as well. Call and ask any other details before making the trip to ensure

IRA/MEMBERSHIP NOTICE

We DO NOT have NEW Cardstock

- The office is prepared to accept all new Registrations.
- Membership information for all Tla-o-qui-aht members must be up-to-date.
- Feel free to call in to office and ask for Leah Morgan at the treaty office, she can assist you with the 10 year secure status card application.
- There is no cardstock due to policy and process changes at the INAC level, we continue to put in requests for cardstock and will notify the community when we receive them. Please note this is a circumstance affecting all of Canada.

Please contact the IRA Clerk if there are any changes for the following:

- Change of Name
- Change of Address
- Change of Marital Status
- Up to date of living On or Off Reserve

Come on in for IRA Services!

Schedule to be release in early January!



Patient Travel

- Status card number; birthday and address **will be requested** each time accessing patient travel
- **Call** Tiicmisaaqkin Health Center when you know you have a confirmation expected. Provide required information .
- **Deadline for patient travel is Mondays - 8-10 days prior to your appointment.** Time is needed to process a cheque and be ready in time for your appointment.



All this will make things easier to process and have ready for your appointment. The more information provided when appointment is made, the more efficient it is for us processing.

All cheques for Esowista and Tyhistanis will be at Tiicmisaaqkin Health Center for Pick up

Thank you and Merry Christmas



GIRLS GROUP DROP IN



EVERY MONDAY @ 3:00-

4:30 @ TIIC-MIS-AQ'KIN HEALTH CENTRE IN TY-HISTANIS

Girls Group is a free supportive venue for girls age 10-16 to share their experiences and learn skills for healthy living.

In a safe, fun and non-judgmental environment girls gain awareness and understanding of issues that affect their lives such as healthy relationships, safety, healthy living, culture, ceremony, family and friendships

CO - HOSTED BY MARGARETE TOM TFN: YOUTH WORKER & LORA MCNEIL: NTC CHILD & YOUTH COUNSELLOR

Transportation from Opitsaht can and will be arranged. Please inquire with

Margarete at 250.725.3350 or Iris.

This program was developed with input and feedback over the past school year.

Watch out for a similar program for boys and young men.



Submitted by: Ivy Bell – Housing Manager

CHRISTMAS HOLIDAYS HOUSING EMERGENCY CONTACTS

The Administration Office will be closed for the Christmas Holidays from December 22, 2017 to January 8, 2017. If there are any Housing related emergencies during this time, you can contact Ivy at housing@tla-o-qui-aht.org and I will have one of our Housing Maintenance staff dispatched. If it is a Public Works matter you can contact Matt Seitcher at vmforeman@tla-o-qui-aht.org

HOUSING FORUM

TFN Housing and Administration teamed up to host a Community Forum on December 7, 2017. A huge thank you to all those who presented and especially those who took time out their day to attend.

The presenters were: Linda E. Ross Property Management; Westcoast Community Resource Society, Bank of Montreal, CMHC and NTC presented a short segment of their, Eating Healthy on a Budget workshop.



EVICCTIONS – Late/non-rent payments

Housing arrears will not be tolerated. When a tenant is in arrears the rent/mortgage payments that are missed come from other programs from within the TFN. Non-or partial payments reflect badly when we submit for CMHC or INAC funding. There is a huge chance we will be denied further funding if rent/mortgage is not collected from all units regularly.

TFN housing has been mailing letters and statements in regards to non-payment of rent and the resulting rental arrears. If you have received a "Rental Arrears – Notice", please meet with me as soon as possible to avoid the risk of losing your tenancy. I would like to thank the tenants who came in and made a repayment agreement. If you still haven't negotiated a repayment agreement, please call the office and set up an appointment as soon as possible. Housing is working on hand delivering another set of warning letters and Evictions to those who have not made any efforts to contact Housing.

If you believe there may be any issues with your statements, call in and book an appointment with Front Desk. I am more than happy to go through your rental history to resolve any discrepancies.

APPLIANCE REPAIRS AND REPLACEMENTS

I would like to thank everyone for your continued patience in getting your appliances repaired or replaced. A huge thank you goes out to Desmond Tom for going above and beyond the call of duty to get the repairs complete as best that he can. The only way housing is to know your appliance is needing repairs is if you call or come into the office.

Due to the bankruptcy and recent shut down of SEARS, TFN no longer has warranty coverage, this leaves us to rely heavily on Desmond to do a lot of the assessment and repairs. Once again thank you for your ongoing patience and understanding.

HOUSING POLICY UPDATES

TFN Housing Policy update is well underway, it is taking a lot longer than anticipated but after we have the final draft brought to Council we will bring it to membership to review. This update will include past and present Housing arrears, Mortgage defaults, TFN Rental Selection process, over-housing, overcrowding and emergency housing to name a few.

RENOVATIONS

TFN Housing submitted for renovations for Esowista and Opitsaht. This is a 3-year project which includes a mixture of Elders and Mould renovations. Since this is government funding, we are unable to start any work on homes that have been submitted until an approval is in place or lose out on monies spent. I understand there are many emergencies and is a frustrating process but to ensure the homes are up to Health and Safety Standards these are the policies we have to follow.



December 19, 2017

Dear Tla-o-qui-aht Citizens,

On behalf of the Tla-o-qui-aht Hwiih, Chief and Council, we would like to express our appreciation to our staff and community members who contributed to a successful Community Christmas Dinner.

Typically, each year TFN hires caterers to provide the Christmas Dinner. Although all caterers have done an excellent job, our Christmas planning committee established a theme that really brought unity to the forefront and reached out for volunteers from our Staff, Community and Chief and Council. To its success, this method of outreach demonstrated a willing ability amongst the Nation to work together. Through your volunteerism the Nation pulled together to deliver hampers, prepare, cook and distribute the meal to the community. All of your combined efforts benefited the community and were all greatly appreciated.

We would like to extend appreciation to the following who lead this year's Christmas dinner planning and Christmas hampers:

Staff:

-Iris Frank	-Margarete Tom	-Carol Frank	-Nora Martin
-Allison Howard	-Marie Frank-Atleo	-Naomi Seitcher	-Ted Adnitt
-Patricia Gus	-Grace George	-Addie David (Phil)	-Bruce Frank
-Matt Seitcher	-Dallas Curley	-Marcel Dorward	-Neleeta Frank
-Eric Seitcher	-Charmaine Seitcher	-Shawn Quick	-John Williams
-Leah Morgan	-Maureen Tom	-Jeff David	-Desmond Tom
-Jon David	-Sarah Spence	-Crystal Curley	-Connor Paone
-Ivy Bell	-Melanie Touchie	-Veronica Morgan	-Andrew Jackson

Community Citizens:

-Jon & Margaret Manson	-Snapper Frank	-Jamie Johnson (And Family)
-Irvin Frank	-Corrine Martin	-Jeremy Martin Jr.
-John Williams Jr	-Beverly Martin	-Debbie Frank
-Carl Martin Jr	-Carl Martin Sr	-Kim Williams
-Francis Curley	-Chris Seitcher	-Erin Ryding
-Carol Manson	- Tin-Wis Staff (Rebecca Frank, Brittany Amos, Alan and Crystal)	

Additionally, thank you to all the students who helped serve from elementary and high school, you did an amazing job!

We also want to express our appreciation to Ivy Martin who lead bringing out the language books that were handed out to each household, this was a great project that provided a great Christmas present. This is such a precious and important tool towards preservation of our language. Thank you to all those who contributed to its development.

Tiic'mis?aqkin Health Center Staff- Thank you for an amazing job on the calendars that captured special moments of Tla-o-qui-aht in the past year. Amazing Job, Thank you!

Iris Frank, spent many hours, while continuing doing her job, doing an excellent job leading the committee to having a successful dinner and did an excellent job reaching out to all the donors who made it possible to have a successful community dinner. We wish to thank our partners for all your contributions, your generosity is always put to thoughtful use for the Tla-o-qui-aht community and its people. Our kind partners/donors this year were:

Donors:

- | | | |
|------------------------------|------------------------------|---------------|
| -Tla-o-qui-aht First Nations | -Tin-Wis | -Tofino Co-op |
| -Creative Salmon Co. | -Coast Mountain Construction | -G&N Towing |
| -Woodward and Co. | -BioMax | -TFN Seafoods |
| -Barkley Group | | |

Lastly, thank you Tla-o-qui-aht for helping make our Christmas Dinner a tremendous success by attending, and to all those who prepared chumus to share. Together this made our event successful.

As we say farewell to 2017, we wish you all a safe and enjoyable holiday with Family and Friends. Merry Christmas and best wishes to all for, 2018. We can look forward to many exciting things for TFN in 2018. Keep posted for updates.

Klecko Klecko,



Elmer Frank -Chief Councillor



Ted Adnitt -Chief Executive Officer

Diploma in Indigenous Language Revitalization

leading to

Bachelor of Education in Indigenous Language Revitalization

Year 1	(a) Certificate in Aboriginal Language Revitalization	OR	(b) Language Proficiency building path
	LING 159 Indigenous Language I (three courses,)	4.5	IED 157 Learning to Learn: Supporting Indigenous Language Learning 1.5
	LING 180A Dynamics of Indigenous Language Shift	1.5	IED 158 Indigenous Language Mentorship, or;
	LING 180B Issues, Principles and Best Practices in Language Revitalization	1.5	IED 156 Self-Directed Immersive Language Learning (two courses) 3.0
	LING 181 Introductory Linguistics for Language Revitalization	1.5	IED 159 Indigenous Language I (three courses) 4.5
	LING 182 Language Learning, Language Revitalization and Social Action	1.5	LING 181 Introductory Linguistics for Language Revitalization 1.5
	LING 183A Field Methods for Language Preservation and Revitalization: Documentation and Recording	1.5	LING 182 Language Learning, Language Revitalization and Social Action 1.5
	LING 183B Field Methods for Language Preservation and Revitalization: Project Development	1.5	One additional course (1.5 units), as chosen by community partner selected from a number of elective options: 1.5
		1.5	ED-D 101, IED 199, IED 258, LING 180A, LING 180B, LING 183A, LING 183B, LING 184
	Total 13.5 units		Total 13.5 units
	Results in Certificate in Aboriginal Language Revitalization		

Year 2 **Completing the Diploma in Indigenous Language Revitalization**

EDCI 302 Literacy and Language in Elementary or Middle School	1.5	Communities may choose to tailor the program to their goals. If they do not plan to have the Diploma continue into the Bachelor of Education program, students may <i>substitute the following approved electives</i> : IED 157 Learning to Learn (unless credit has already been granted); IED 199, 299 Special Studies in Indigenous Education; IED 187, 287 Special Topics in Indigenous Education; IED 258, 358, 458 Indigenous Language: Mentorship; IED 359, 459 Indigenous Language III & IV, or IED Self-directed Immersive Language Learning 156, 256, 356, 456, for the following pre-requisites for the BEDILR, which are normally required for the Diploma: IED 371, EDCI 302, ED-D 301 and approved English courses.
ED-D 301 Learners & Learning Environments	1.5	
IED 250 Indigenous Language Teaching Preparation Seminar	1.5	
IED 251 Indigenous Language Teaching and Learning Practicum	1.5	
IED 259 Indigenous Language II	1.5	
IED 258 Indigenous Language Mentorship II, or;	1.5	
IED 256 Self-Directed Immersive Language Learning	3.0	
IED 359 Indigenous Language III (two courses)	3.0	
IED 371 The History of Indigenous Education in Canada	1.5	
Approved English (two courses)	3.0	
Total 31.5 units		Year 2 Total 18 units + 13.5 units from year 1 = 31.5 units for DILR
Results in Diploma in Indigenous Language Revitalization		

Bachelor of Education in Indigenous Language Revitalization

Year 3 + 4

Leading from the Diploma in Indigenous Language Revitalization

YEAR THREE & FOUR

Approved Math course	1.5
Approved Science course	1.5
ED-D 407 Evaluating and Reporting Student Progress	1.5
EDCI 303 Historical and Philosophical Foundations of Canadian Education	1.5
EDCI 330 Elementary Field Experience Seminar	1.5
ED-P 351 Six-Week Practicum	1.5
EDCI 402 Reading: Instructional Principles and Strategies	1.5
EDCI 403 Curriculum and Instruction in Elementary and Middle School Science	1.5
EDCI 404 Curriculum and Instruction in Elementary and Middle School Social Studies	1.5
EDCI 405 Curriculum and Instruction in Elementary and Middle School Mathematics	1.5
EPHE 312 Overview of Elementary or Middle School Physical Education	1.5
IED 359 Indigenous Language III (or IED 358/356)	1.5
IED 459 Indigenous Language IV (or IED 458/456)	1.5
ED-D 408 Promoting Prosocial Behaviour: Strategies and Management	1.5
ED-D 410 Teacher as Leader: The Professional Role	1.5
ED-D 420 Learning Support: Context & Key Issues	1.5
ED-P 451 Eight-Week Practicum	3.0
IED 459 Indigenous Language IV	1.5
IED 486 Developing and Teaching Indigenous Arts in Elementary and Middle School	1.5
IED 475 Immersion Language Teaching Methodologies	1.5
LING elective, one of 405 Wakashan, 402 Salish, 403 Dene (Athabaskan), 450 Seminar in Language	1.5
Total units for Year Three	19.5
Total units for Year Four	13.5
Total units for the degree	64.5 units

Contact Program Manager for more information:

iedlang@uvic.ca

250-721-7855





TFN Seafoods Ltd.

P.O. Box 663 Tofino, BC V0R 2Z0

Ph: 250-248-4171 Fax: 250-248-9404 Email: Bcseafood@hotmail.com

ATTENTION -TFN Members

Training Opportunities. In co-operation with:



NETP

January -February 2018



(SVOP) *Transport Canada Certificate course

*This course is for operators of Small Commercial Vessels under 5 GT and Commercial Fishing Vessels under 15 GT engaged on Near Coastal Class 2 (within 25 nautical miles offshore) and based on Transport Canada syllabus. **Topics include:** nautical terminology, vessel hull types and configurations, basic seamanship, collision regulations, stability, safety, marine weather, navigation, distress signalling and rescue. 4 days.....lunch provided. **Radio Operators** or **MedA3** also available.



NEED MARINE FIRST AID ? Marine Basic First Aid courses meet defined

Transport Canada Marine Training Standards . This course provides individuals with a basic training level of First Aid and CPR required by the Marine Industry. Certification is for a certification period of five years

Dates: To be announced: January-Feb. 2018 if sufficient numbers Please let us know your training or First aid needs on the ocean, under the ocean (dive training) , or anything on shore ! Call Roy @250-248-4171 or Evan Hauser @250-726-7347 -NETP for any training needs.

License opportunities: Area "G" Licences (2)

Nov 15th/2017 TFN Seafood has requests from off-shore fishermen for Area G licences. There are two ATP licences administered by the corporation at present and the present users, under the present circumstances, have agreed to put them in a lottery this year for all.

Expression of interests: Please complete and submit an expression of interest by Nov. 1st. A public drawing will choose two qualifying successful applicants ,set conditions ,and vessel lengths will be assigned appropriately.

Contact: admin@tfnseafoods.org or bcseafood@hotmail.com information: Roy 250-248-4171



Ocean Outfitters Tla-o-qui-aht First Nation Guide Scholarship

This scholarship is intended for an individual with a keen interest in conservation minded ecotourism. The recipient would receive full funding for all certificates required to hold a guiding position including all or a combination of the following:

- 1) Sea Kayak Guide Alliance of BC Level 1 or higher
- 2) 40hr Wilderness First Aid or higher
- 3) SVOP – Small Vessel Operator Proficiency Certificate
- 4) MEDA2 or MEDA3,
- 5) ROC – Radio Operator Certificate

Eligibility Requirements:

- To be considered you must be between the age of 16 and 24 at the time of application deadline.
- Reside within the Clayoquot Sound Region (Ucluelet, Tofino, Esowista, Tyhistanis, Opitsaht).
- Be a member of Tla-o-qui-aht First Nations.
- Demonstrate academic ability, a passion for learning, leadership qualities and/or potential to develop these qualities.
- Be actively involved in your community and possess a desire to make a difference

Application deadline February 1, 2018

NAME:	
ADDRESS:	
CITY:	
POSTAL CODE:	
HOME PHONE:	
MOBILE PHONE:	
EMAIL:	
DATE OF BIRTH:	

CHECK ONE: Answers embedded below ___ Answers attached separately ___
 If you select "Answers attached separately" (recommended), please type your responses and attach to this application.



Tla-o-qui-aht First Nations Economic Development Corporation

1119 Pacific Rim Highway Tofino, BC V0R 2Z0
P: 250.725.3350 F:250.725.3352

Job Posting – Chief Executive Officer

One Year Term or Contract Position

Job summary

This executive position has primary responsibility for guiding the Tla-o-qui-aht First Nations Economic Development Corporation (TFNEDC) to assist the TFNEDC Board of Directors in attracting new business activity, as well as supporting the retention and development of existing TFNEDC businesses through efforts to help companies expand their markets and to facilitate local expansion. The TFNEDC CEO will be tasked on strategies in key sectors, as identified in the Business Plan. This position participates as an active member of the Senior Management Team for all TFNEDC Businesses.

This position is intended to be responsible for the initial transition relating to the establishment of the TFNEDC, based on the re-structuring of all current Tla-o-qui-aht First Nations business interests under one umbrella organization. It is expected that within the first year, the Board of Directors will initiate a recruitment process to seek a permanent full-time Chief Executive Officer. Applying for, or accepting this interim position, does not preclude a candidate from seeking the full-time position at a later date.

Key responsibilities

Business Development and Client Relations:

- Establish and maintain contacts and relationships with senior business executives, specifically in those sectors identified as key in the Business Plan;
- Provide or coordinate activities to support clients to achieve their investment and strategic goals.
- Initiate, develop, execute, monitor and evaluate programs that provide value-added opportunities to the community for further economic development;
- Develop profiles identifying TFNEDC's competitive advantages and implements development strategies for business investment, reinvestment and development;
- Identify, act as a catalyst for, and mobilize resources to capture opportunities for new investment in TFNEDC, and facilitate projects in the development process;

- Maintain a clear understanding of the business community and key influencers of business investment;
- Raise the awareness of TFNEDC and its mandate;
- Develop key partnerships and relationships that support TFNEDC programs and initiatives;
- Provide executive guidance to the management and operations of the TFNEDC Companies, ensuring that the companies continue to enable opportunities for TFN businesses
- Provide oversight, direction and management of the labour force development & productivity programs for TFNEDC.

Management functions:

- Develop, present and manage the annual business plan and budget to support activities to achieve the goals as well as to meet operational needs for the area, ensuring prudent fiscal practices;
- Leverage financial and in-kind resources of industry stakeholders and senior levels of government for the execution of program initiatives;
- Manage a team of two to four admin staff and other contract staff as may be required from time to time;
- Conduct staff performance management including the hiring and termination of staff in conjunction with the TFNEDC policies and procedures;
- Maintain appropriate reporting and documentation;
- Undertake public speaking engagements.
- Executive guidance to TFNEDC Company Senior Managers on operational, strategic, and financial planning.

Planning:

- Contribute to the development of the Business Plan as orchestrated by TFNEDC Board of Directors & Senior Management Team;
- Develop and execute a strategic plan to achieve the goals in his/her designated area of responsibility as identified in the Business Plan;
- Identify, measure, and communicate through appropriate channels team performance in support of TFNEDC's Business Plan objectives.

Unique working conditions:

This position may require long and/or irregular hours including attendance at numerous local functions. Significant skill is required to work effectively across internal functional areas and in situations where clear parameters may not exist. This position may involve a considerable amount of travel.

Complexity of duties:

This is a highly complex role involving challenging work requiring the effective management of multiple responsibilities concurrently. Some independent contact with a wide variety of organizations and individuals at any level in both the public and private sector is a key characteristic of the position. The actions of the CEO reflect on the corporation and The Tla-o-qui-aht First Nations.

Reporting relationships:

Direction received from:

- TFNEDC Board of Directors

Direction given to:

- General Managers, professional and administrative staff

Qualifications:

Education:

- Bachelor's degree in Economics, Commerce, Business.
- Or an equivalent combination of Education and or Experience may be considered.

Experience:

- Minimum eight years of progressively responsible experience in a directly related area during which both professional and management capability have been clearly demonstrated.
- Experience must include strong skills in business relations, investment, real estate development, and financial strategies; interaction between business and differing cultures; and management as well as a thorough, practical understanding of the application of sound business practices.

Key competencies:

- Demonstrated knowledge of the continental and international business communities as well as a thorough understanding of the Tla-o-qui-aht First Nation and regional business environment;
- Proven ability to establish and maintain effective relationships;
- Proven ability to identify opportunities, mobilize and coordinate resources, and deliver timely results;
- Proven ability to effectively manage multiple responsibilities and programs;
- Demonstrated high level technical knowledge in areas as identified under Qualifications as well as excellent oral and written communication skills;
- Proven ability to lead and coordinate a team and to develop individuals within the team;

- Proven ability to manage in a changing environment;
- Proven ability to achieve results that align with, and move the organization toward, the organizational goals;
- Demonstrated understanding of, and effectiveness in, sales management;
- Demonstrated computer proficiency.

Performance expectations:

All Tla-o-qui-aht Economic Development Corporation employees are expected to:

- Contribute fully and effectively to the success of the organization;
- Be an ambassador for TFNEDC, promote TFNEDC whenever possible, and identify possible opportunities for the organization;
- Be action oriented and take a can-do approach;
- Manage their time effectively to ensure deadlines are met and activities are maintained, or brought to conclusion, as appropriate;
- Be equally effective working on their own or as part of a team;
- Conduct themselves in a professional manner;
- Exercise good judgment, maturity, and diplomacy; and
- Be open to change.

Preference may be given to a qualified Aboriginal Candidate

Submit your CV, at least 3 written references with contact information with your cover letter on how you meet these qualifications to:

TFNEDC Board of Directors
c/o PO Box 18, Tofino, BC V0R 2Z0
(Fax) 250-725-3352 or (Email) jobs@tla-o-qui-aht.org

We will be accepting submissions until: Friday January 5th, 2018 at 4:30pm



Tla-o-qui-aht First Nation

Early Childhood Educator

Tlucha Child Care Centre

Permanent Full Time Position

The Early Childhood Educator reports to the Childcare Manager and will be part of a team that will plan and implement a culturally based child care program that is designed to give each child an opportunity to participate in experiences that will enable them to reach their full potential. The ECE will provide nurturing care and education to young children from infancy to school age in a group setting, supporting parents through on going communication about each child's development. The ECE will work collaboratively with other child care staff, Elders, families and children.

We will provide support to secure local housing for successful candidates

Facility

- Newly constructed Childcare centre
- Located in Tla-o-qui-aht Traditional Territory – Tyhistanis, within the Pacific Rim National Park

Duties and Responsibilities

- Responsible for the continuous supervision, safety and well-being of the children.
- Recognizes and responds to the needs of each child by using developmentally appropriate teaching and child behaviour management techniques.
- Shares in the responsibility for planning, preparing and implementing stimulating, culturally based, age-appropriate activities that encourage children's creativity and learning and promote each child's social, emotional, cognitive and physical development.
- Participates fully and consistently as a conscientious team member in caring for the children and in the overall operation of the program and centre.
- Maintains regular and open communication with program team members and all other co-workers.
- Establishes and maintains regular communication with parents.
- Ensures the program operates at all times in compliance with all child care licensing standards.
- Observes and records relevant information on each child's progress as required/as per Centre practices.
- Attends and participates actively in all programs, parental or other staff meetings as required.
- Shares responsibility for maintaining program equipment in good repair; assists with toy/equipment disinfecting.
- Shares responsibility for maintaining the play environments and storage areas in an organized and clutter-free condition.
- Participates in regular fire drills and other emergency procedures.

- Engages in positive collaboration with the other programs and early childhood educators of the centre in coordinating the effective use of equipment, facilities and personnel.
- Participates in ongoing professional development and attends/maintains all mandatory training requirements.
- Participates in the supervision, training and mentoring of students and supply teachers.
- Assists the Child Care Manager in maintaining a safe and healthy work environment by promptly reporting any existing and/or potential workplace hazards.
- Performs other duties as may be assigned from time to time by the Child Care Manager or her/his designate.

Qualifications

- Early Childhood Education/Development certificate or diploma
- Three to five years' experience in the child care profession and/or an Aboriginal organization or community working with children and families.
- First Aid certification acceptable to Child Care Licensing requirements
- Excellent communication and interpersonal skills
- Excellent organizational skills and initiative
- Creative problem solving skills
- Computer skills with knowledge of Microsoft Office Programs
- Knowledge of Nuu-chah-nulth history and culture is an asset
- Awareness of social issues affecting First Nations and non-First Nations children
- Knowledge of recreational, social and life skills, and parenting programming and activities relevant to First Nations
- Must provide Criminal Record Check and Drivers Abstract upon selection,
- Class 5 or 4 Driver's License is an asset

Submit your resume, and cover letter demonstrating how you meet these qualifications. Only applicants granted an interview will be contacted.

Deadline to apply is : Wednesday January 10th, by 4:30pm

Please note: applications received to date are still being considered for this position and those individuals do not need to reapply

Submit your resume, covering letter, and references to:

Iris Frank – Education Manager

PO Box 18 Tofino, BC V0R 2Z0

Email: jobs@tlc-o-qui-ght.org Fax: 250.725.3352

Or drop at the office in a sealed envelope at #1119 Pacific Rim Highway, Tofino



Tla-o-qui-aht First Nations

Faller – Ongoing RFP

Contracts as Requested– Required Immediately

December 20, 2017

Provide falling services in various locations near Tofino, British Columbia, within TFN communities

Qualifications

Certifications

- BC Faller Training Standard
- WCB Insured

Work experience

- Forestry, tree removal experience

Knowledge, skills, abilities, and attributes

- Provide own safety and felling equipment
- Provide own transportation
- Physically fit to carry out duties as required
- Skills and abilities: ability to complete contract work as required within contract provisions
- Time management, able to work independently and without direct supervision
- Attention to detail
- Ability to work in varying environmental conditions

All bids should include a cover letter, experience, 2 references and fee structure

Deadline to apply- Ongoing recruitment

Submit your letter of interest with your bid for the contract:

Ted Adnitt

Chief Executive Officer

PO Box 18 Tofino, BC V0R 2Z0 Referencing: Housing Janitorial
or by:

Email: jobs@tla-o-qui-aht.org Fax: 250.725.3352

or drop at the office in a sealed envelope, #1119 Pacific Rim Highway, Tofino



Tla-o-qui-aht First Nation

Infant Toddler Educator Tlucha Child Care Centre

Permanent Full Time Position

The Infant Toddler Educator reports to the Child Care Manager and will be part of a team that will plan and implement a culturally based child care program that is designed to give each child an opportunity to participate in experiences that will enable them to reach their full potential. The ECE will provide nurturing care and education to young children from infancy to preschool age in a group setting, supporting parents through on going communication about each child's development. The ECE will work collaboratively with other child care staff, Elders, families and children.

We will provide support to secure local housing for successful candidates

Facility

- Newly constructed Childcare centre
- Located in Tla-o-qui-aht Traditional Territory – Tyhistanis, within the Pacific Rim National Park

Duties and Responsibilities

- Responsible for the continuous supervision, safety and well-being of the children.
- Recognizes and responds to the needs of each child by using developmentally appropriate teaching and child behaviour management techniques.
- Shares in the responsibility for planning, preparing and implementing stimulating, culturally based, age-appropriate activities that encourage children's creativity and learning and promote each child's social, emotional, cognitive and physical development.
- Participates fully and consistently as a conscientious team member in caring for the children and in the overall operation of the program and centre.
- Maintains regular and open communication with program team members and all other co-workers.
- Establishes and maintains regular communication with parents.
- Ensures the program operates at all times in compliance with all child care licensing standards.
- Observes and records relevant information on each child's progress as required/as per Centre practices.
- Attends and participates actively in all programs, parental or other staff meetings as required.
- Shares responsibility for maintaining program equipment in good repair; assists with toy/equipment disinfecting.
- Shares responsibility for maintaining the play environments and storage areas in an organized and clutter-free condition.
- Participates in regular fire drills and other emergency procedures.

- Engages in positive collaboration with the other programs and early childhood educators of the centre in coordinating the effective use of equipment, facilities and personnel.
- Participates in ongoing professional development and attends/maintains all mandatory training requirements.
- Participates in the supervision, training and mentoring of students and supply teachers.
- Assists the Child Care Manager in maintaining a safe and healthy work environment by promptly reporting any existing and/or potential workplace hazards.
- Performs other duties as may be assigned from time to time by the Child Care Manager or her/his designate.

Qualifications

- Early Childhood Education/Development certificate or diploma
- Three to five years' experience in the child care profession and/or an Aboriginal organization or community working with children and families.
- First Aid certification acceptable to Child Care Licensing requirements
- Excellent communication and interpersonal skills
- Excellent organizational skills and initiative
- Creative problem solving skills
- Computer skills with knowledge of Microsoft Office Programs
- Knowledge of Nuu-chah-nulth history and culture is an asset
- Awareness of social issues affecting First Nations and non-First Nations children
- Knowledge of recreational, social and life skills, and parenting programming and activities relevant to First Nations
- Must provide Criminal Record Check and Drivers Abstract upon selection,
- Class 5 or 4 Driver's License is an asset

Submit your resume, and cover letter demonstrating how you meet these qualifications. Only applicants granted an interview will be contacted.

Deadline to apply is : Wednesday January 10th, 2018 by 4:30pm

Submit your resume, covering letter, and references to:

Iris Frank – Education Manager

PO Box 18 Tofino, BC V0R 2Z0

Email: jobs@tla-o-qui-aht.org Fax: 250.725.3352

Or drop at the office in a sealed envelope at #1119 Pacific Rim Highway, Tofino



Tla-o-qui-aht First Nations

Janitorial Cleaners, Housing – Ongoing RFP

Contracts as Requested– Required Immediately

To provide general janitorial duties for vacant housing units as required by the housing department.

All bids should include a cover letter, experience, 2 references and fee structure

Duties and Responsibilities

Cleaning

- Provide interior cleaning of the units, including washing, mopping, waxing, vacuuming, and dusting the units structural frame and interior fixtures.
- Perform deep cleaning tasks, such as shampooing rugs and waxing floors where assigned.
- Dispose of interior post construction or move out trash.
- Ensure that entryways are clean and accessible as to provide a safe entry to and exit from the building.
- Report any identified repair and maintenance needs to Housing Manager.

Qualifications

Work experience

- Housekeeping / Janitorial / Custodial experience

Knowledge, skills, abilities, and attributes

- Provide own Cleaning and chemical supplies
- Physically fit to carry out cleaning duties described as required
- Skills and abilities: ability to complete contract work as required within contract provisions
- Time management, able to work independently and without direct supervision
- Attention to detail, honest and trustworthy

Deadline to apply- Ongoing recruitment

Submit your letter of interest with your bid for the contract:

Ted Adnitt

Chief Executive Officer

PO Box 18 Tofino, BC V0R 2Z0 Referencing: Housing Janitorial
or by:

Email: jobs@tla-o-qui-aht.org Fax: 250.725.3352

or drop at the office in a sealed envelope, # 1119 Pacific Rim Highway, Tofino

Tla-o-qui-aht First Nations
Animal Care & Control By-law

By-law No. 2015.02
Being a By-law Respecting the Care and
Control of Animals on the Reserve.

WHEREAS section 81, paragraph (a), (d), (e), (q) and (r), of the Indian Act empower the Council of an Indian Band to pass by-laws to provide for the health of residents on the reserve, the prevention of nuisances, the protection against and the prevention of trespass by domestic animals, in addition to, matters arising out of or ancillary to the exercise of powers under this section, and the imposition of a penalty for the violation of any such by-law;

AND WHEREAS the Council of the Tla-o-qui-aht First Nations is of the opinion that the uncontrolled ownership, breeding, and running at large of animals may be detrimental to the health and safety of the residents and animals on the reserve, and a nuisance to such residents;

THEREFORE, the Council of the Tla-o-qui-aht First Nations enacts this Animal Control Bylaw, Number 2015.01, as follows:

PART 1 - GENERAL

SHORT TITLE

This by-law may be cited as the "Tla-o-qui-aht First Nations Animal Care & Control By-law".

(1) INTERPRETATION

In this Bylaw, unless the context otherwise requires:

- (a) "Animal" means any member of the Kingdom Animalia excluding humans
- (b) "Animal Control Officer" means any person appointed by the Band Council as an animal control officer or bylaw enforcement officer, and includes a peace officer and the Animal Shelter Manager;
- (c) "Animal Shelter Manager" means any person appointed by the Band Council as the Animal Shelter Manager or any contractor who has entered into an agreement with the Band to assume the responsibilities of the Animal Shelter Manager pursuant to this Bylaw, and includes the delegates of this person;

- (d) “At Large” means an animal in or upon a public place or in or upon the lands or premises of any person other than the owner of the animal without the express or implied consent of that person;
- (e) “Band” means the Tla-o-qui-aht First Nation, as defined by Section 2 of the Indian Act.
- (f) “Cat” means a male or female domesticated cat.
- (g) “Companion Animal” means an animal kept for companionship to a person rather than utility, profit or burden and which is lawfully kept upon residential property;
- (h) “Council” means the elected band council of the Tla-o-qui-aht First Nation, as defined by the Indian Act.
- (i) “Dangerous dog” means any dog which any of the following applies:
 - (a) has killed or seriously injured a person,
 - (b) has killed or seriously injured a domestic animal, while in a public place or while on private property, other than property owned or occupied by the person responsible for the dog, or
 - (c) an animal control officer has reasonable grounds to believe is likely to kill or seriously injure a person or another animal.
- (j) “Dog” means a male or female domesticated dog.
- (k) “Dwelling” means each single unit home being a fully or semi-detached building, a multiple unit dwelling, an apartment home or any building used or intended to be used for human habitation and in which normal domestic functions may be carried on.
- (l) “Enclosure” means a structure forming a pen suitable to confine a dog;
- (m) “Inspector” means a person designated by the Council to be responsible for enforcing this bylaw, except where otherwise provided.
- (n) “Licensing officer” means a person appointed by the Council for the purpose of processing and issuing licenses under this bylaw.
- (o) “Muzzle” means a properly fitted humane basket muzzle, that allows the dog to drink and pant, and is designed to prevent it from biting.
- (p) “Owner” means any person, partnership, association or corporation that owns, possesses or has control, care or custody over an animal.
- (q) “Pound” means the facility designated by the Council, which is used for the temporary housing and care of animals that have been impounded pursuant to the bylaw.

- (r) "Prohibited animal" means an animal of any species listed in Schedule 2 of this bylaw, including animals that are hybrids of these species.
- (s) "Running at Large" means an animal that is not on the property of the owner and not on a leash and/or under effective control of a person responsible.
- (t) "Responsible Person" or "Person Responsible" means, in relation to any animal, a person who
 - (a) is the Owner of any animal; or
 - (b) is keeping, harbouring, or sheltering any animal; provided that, where the animal is under the care, custody, or control of a person under the age of eighteen (18) years or is being kept or harboured by a person, under the age of eighteen (18) years, the custodial parent or legal guardian of such child will be deemed, for the purpose of this bylaw, to be the Responsible Person;
- (u) "Seize" includes impound and detain;
- (v) "Spay/neuter" means the sterilization of a female animal by removing the ovaries or of a male animal by removing the testicles or by any method of pharmaceutical sterilization approved by the Canadian Veterinary Medical Association.
- (w) "Special Needs Assistance Animal" means
 - (a) a special needs animal as defined in the Guide Animal Act, RSBC 1996, c 177; or
 - (b) an animal designated as a Special Needs Assistance Animal pursuant to section 3 (14) of this Bylaw;
- (x) "Unlicensed Dog" means any dog over the age of three (3) months that is not licensed by the Band or is not wearing a valid and subsisting license tag.
- (y) "Unsanitary Environment" means an environment that contains objects that may cause injury to any person or animal or where it contains an accumulation of fecal matter, an odour, insect infestation, rodent attractants, or other conditions which endanger the health of any person or animal, or which disturbs or are likely to disturb the enjoyment, comfort or convenience of any person or animal.
- (z) "Reserve" means the Esowista Indian Reserve No. 3; Opitsaht Indian Reserve No. 1, and; Tin Wis Indian Reserve No. 11.
- (aa) "Wildlife" means wildlife as defined by the BC Wildlife Act and/or other animals indigenous to Canada whose ownership in captivity violates Provincial or Federal Canadian statutes

(2) APPLICATION

- (1) This by-law applies to all owners of domestic animals residing or visiting the Esowista Indian Reserve No. 3, or; Opitsaht Indian Reserve No. 1, or; Tin Wis Indian Reserve No. 11.

(3) REGISTRATION AND IDENTIFICATION OF ANIMALS

Licensing of Dogs

- (1) No person shall own, keep, possess or harbour any dog aged three months (twelve weeks) or more within the reserve unless such dog is licensed as provided by this by-law.
- (2) Notwithstanding subsection (1), a license shall be issued free of charge for a dog who has been neutered or spayed during the 12-month period immediately preceding the application for the license.
- (3) Where this by-law provides for a reduced licence fee for a dog that is neutered or spayed, the application shall be accompanied by a certificate signed by a qualified veterinarian indicating that the dog has been neutered or spayed.
- (4) If the appropriate license fee has not been paid by the last day of February of the licensing year, the owner of any dog not licensed shall pay a further fee as set out in Schedule "A" unless no license fee was payable in respect of such dog by the end of February of the licensing year.
- (5) If a dog is required to be licensed pursuant to this by-law, the owner of the dog shall apply to the band for a licence on the prescribed form provided by the band and pay the fee set out in Schedule "1" to this by-law, and upon receipt of the application and payment of the prescribed fee, the band shall issue a numbered dog licence and corresponding licence tag for that licence year. Annual licenses are valid from January 1st to December 31st of the issue year.
- (6) Every license and corresponding license tag issued under this by-law shall expire on the 31st day of December in the calendar year in which the license was issued.
- (7) An owner must be a minimum of eighteen (18) years of age to license a dog.
- (8) The owner shall ensure that any dog wear a neck collar, harness or other suitable device to which a current license tag issued for that dog shall be attached.

- (9) The license fee for any dog that is moved with its owner into the reserve or that is newly acquired by its owner may be pro-rated for the first year of licensing.
- (10) The band shall keep a complete registry of all licensed dogs, indicating the dates of registration, the name, breed, sex, and colour of each dog, and the name, address, and contact information of each Owner.
- (11) The owner of any licensed dog shall, within thirty days of the owner's change of address, notify the band of such change of address.
- (12) Where the owner of a dog licensed with Tla-o-qui-aht First Nation ceases to be the owner of the dog, he or she must, within seven days of ceasing to be the owner of the dog, notify the band of the change of ownership and the name and address of the new owner. The new owner of the dog must, within fourteen days of owning the dog, notify the band of the change of ownership and provide information necessary to update the dog license including name, address, etc.
- (13) A dog license is not transferrable to another dog.
- (14) The owner of a Special Needs Assistance Animal is exempt from the licensing fees in the Schedule "1" to this by-law.
- (15) The owner of an animal may apply to the Animal Control Officer, in a form acceptable to the Animal Control Officer, to have that animal designated as a Special Needs Assistance Animal for the purposes of this by-law and, upon receiving and reviewing an application under this section, the Animal Control Officer shall:
 - (a) reject the application;
 - (b) approve the application and designate that animal as a special needs assistance animal.

Issuance of License

- (16) An Animal Control Officer may refuse to issue, suspend, revoke or cancel a licence or permit if the applicant for or holder of the licence or permit:
 - (a) has been convicted of an offence involving cruelty to an animal; or
 - (b) in the opinion of the Animal Control Officer, has failed to comply with any of the requirements of section 6 (1-8) regarding the Prohibition of Cruelty to Animals; or
 - (c) has failed to pay any fines or fees imposed on him or her pursuant to this by-law.
- (17) On request, the Animal Control Officer must provide the owner with written reasons for refusing to issue or for suspending, revoking or cancelling a permit or license.

(18) An owner whose animal licence or permit was refused, suspended, revoked, or cancelled pursuant to section 3 (16) may request that the Animal Control Officer reconsider the decision by notifying the Animal Control Officer within fourteen (14) days of the date of the decision. Such a request must be in writing and must include the reasons why the owner believes the decision should be reconsidered. Upon receipt of a completed request:

- (a) the Animal Control Officer must, if he or she has not already done so, give the owner written reasons for the detention; and
- (b) the Animal Control Officer must reconsider the refusal, suspension, revocation, or cancellation of the licence or permit and may uphold or overturn the original decision.

(19) The applicant may re-apply at any time if and once the conditions for refusal, suspension, revocation, or cancellation of the licence or permit have changed.

(4) LIMITATION ON ANIMALS PER DWELLING OR PREMISES

(1) A person must not keep more than two (2) dogs in any dwelling or premises and no more than three (3) domestic animals total in any dwelling or premises.

(5) RESPONSIBILITIES OF OWNERS – ANIMAL CONTROL

- (1) An owner shall ensure his or her animal does not run at large within the reserve.
- (2) Notwithstanding subsection (1), a dog is not required to be on a leash while in a designated off-leash area (listed as: Geothermal Field at Ty-histanis) or off-reserve locations (Subject to other Juristictions).
- (3) If an animal defecates on any public or private property other than the property of its owner, the owner shall immediately remove such feces and dispose of it in a sanitary manner.
- (4) An owner shall ensure his or her animal does not vocalize excessively or in any manner which might reasonably disturb any person.
- (5) No owner of a dog shall permit his or her dog to, without provocation:
 - (a) chase, bite or attack any person or domesticated animal, including cows; or
 - (b) cause damage to any property.
- (6) Every person responsible for an intact female dog shall, at all times when the dog is in heat, keep the dog securely confined within a building or enclosure capable of preventing the escape of the dog and the entry of other dogs.

- (7) The owner or person responsible of any dog that is lawfully not on a leash pursuant to subsection (2) shall:
 - (a) keep the dog under effective control at all times, and
 - (b) ensure that the dog does not cause injury to any person or other animal or damage to any property.
- (8) No owner shall keep his or her animal in an unsanitary environment or injurious environment. An environment shall be considered unsanitary when it contains objects that may cause injury, an accumulation of fecal matter, an odour, insect infestation, rodent attractants, or other conditions which endanger the health of the animal or any person, or which disturb or are likely to disturb the enjoyment, comfort or convenience of the animal or of any person.
- (9) Every person responsible for a diseased animal must, where the disease poses a threat to the health or safety of a person or animal, ensure that the diseased animal does not leave the property or premises of the owner other than for the purpose of a visit of a veterinarian, in which case the animal must be transported in a manner so as to ensure that it does not come into contact with another person or animal.
- (10) A person who finds and takes possession of a companion animal at large in the reserve shall immediately provide the Animal Control Officer with a description and photo where possible and provide a name and address for contact by the owner of the companion animal.

(6) RESPONSIBILITIES OF OWNERS – ANIMAL CARE

- (1) An owner shall ensure his or her animal is provided with:
 - (a) clean potable drinking water and food of sufficient quantity and quality to allow for healthy growth and the maintenance of healthy body weight;
 - (b) food and water receptacles kept clean and disinfected and located so as to avoid contamination by excreta;
 - (c) the opportunity for regular exercise sufficient to maintain good health, including daily opportunities to be free of a confined area and exercised regularly under appropriate control; and
 - (d) necessary veterinary care when such animal exhibits signs of pain, injury, illness or suffering, or disease.
- (2) An owner shall not keep an animal which normally resides outdoors, or which is kept outdoors for extended periods of time, unless such animal is provided with an outdoor shelter:
 - (a) which has a total area that is at least twice the length of the animal in all directions and that also allows the animal to turn around freely and adopt normal resting postures;

- (b) which ensures protection from heat, cold and dampness that is appropriate to the weight and type of protective outer coat of such animal.
 - (c) which provides sufficient shade to protect the animal from the direct rays of the sun at all times;
 - (d) which contains bedding that will assist with maintaining normal body temperature; and,
 - (e) which is regularly cleaned and sanitized, and all excreta removed and properly disposed of at least once a day.
- (3) No person may cause an animal to be hitched, tied or fastened to a fixed object where a choke collar or choke chain forms part of the securing apparatus, or where a rope or cord is tied directly around the animal's neck.
- (4) No person may cause an animal to be hitched, tied or fastened to a fixed object for longer than 6 hours within a 24 hour period.
- (5) No person may cause an animal to be hitched, tied or fastened to a fixed object where the apparatus is less than (10) ten feet in length and allows for free movement of the animal, and tethered in a way to not get caught up or tangled in the tether site.
- (6) No person may cause an animal to be confined in an enclosure, including a motor vehicle, without sufficient ventilation to prevent the animal from suffering discomfort or heat related injury. Such enclosed space or vehicle (if stationary) shall be in an area providing sufficient shade to protect the animal from the direct rays of the sun at all times.
- (7) No person may transport an animal in a vehicle outside the passenger compartment or in an uncovered passenger compartment unless it is adequately confined or unless it is secured in a body harness or other manner of fastening which is adequate to prevent it from falling off the vehicle or otherwise injuring itself.
- (8) Notwithstanding any other provision of this by-law, no person shall:
- (a) abandon any animal;
 - (b) in any way use poison, air pellet guns, bows and arrows, firearms, sling shots, and the like on any animal;
 - (c) tease, torment, or provoke an animal;
 - (d) cause, permit or allow an animal to suffer; or
 - (e) train or allow any animal to fight.

(7) PROHIBITIONS WITHIN AREAS OF THE RESERVE

- (1) The Council may at any time prohibit the keeping of animals within any public area of the reserve(s).

- (2) Notice of any prohibition made by Council pursuant to this by-law shall be posted in the band office and after 7 days from the date of the posting of such notice, no person shall keep or have an animal within the prohibited area.
- (3) No person may establish, own or operate an establishment or facility for the breeding, boarding or treatment of animals within the limits of the reserve, without express written authorization to that effect from the Council, subject to fees, by way of Council resolution.

(8) DANGEROUS DOGS

- (1) No person shall own or keep any dangerous dog unless such dog is licensed as a Dangerous Dog with the Band by an owner who is over the age of eighteen, and who has paid the applicable fee indicated in Schedule 1.
- (2) In order to obtain such license, an owner of a Dangerous Dog shall supply the following documentation to the Animal Control Officer or Council within five (5) days of the dog being designated a Dangerous Dog:
 - (a) completion of the dog license application;
 - (b) written confirmation from a licensed veterinarian that such dog has been spayed or neutered;
 - (c) written confirmation from an animal trainer approved by the Band's Animal Control Officer that the services of such trainer have been retained for the purpose of providing behavioural remediation to such dog;
 - (d) written confirmation that the owner has obtained a policy of liability insurance specifically covering any damages for injuries caused by such dog in an amount not less than five hundred thousand dollars, and covering the twelve month period during which licensing is sought. This policy shall contain a provision requiring the Band to be named as an additional insured for the sole purpose of the Band to be notified by the insurance company of any cancellation, termination or expiration of the policy.
 - (e) payment of the dangerous dog license fee as outlined in Schedule "1".
- (3) If an Animal Control Officer, based on his or her own knowledge or observations or a written complaint, has reasonable grounds to believe that a dog:
 - (a) has, without provocation, aggressively pursued, attacked or bitten another animal or a person; or
 - (b) has been trained for or is owned, possessed or harboured, primarily or in part, for the purpose of fighting;the Animal Control Officer may, without limiting the powers available to him or her pursuant to any applicable legislation, designate the dog to be a Dangerous Dog. Upon making such a designation pursuant to this section, the Animal Control Officer must deliver to the dog's owner a letter advising that the dog has been designated as Dangerous Dog and informing the owner of the right to request reconsideration of that decision in accordance with section 8 (4). The letter shall be deemed to be delivered if

mailed to the address on the most recent licence for that dog or the address where the dog is known or believed to reside or left with an adult person at the address on the most recent licence for that dog or the address where the dog is known or believed to reside.

- (4) The owner of any dog that has been designated as a Dangerous Dog, may within seven (7) calendar days of delivery of the letter notifying of the Dangerous Dog designation, request that the Animal Control Officer reconsider the decision. The request for reconsideration must be accompanied by written reasons why the owner of the dog believes the dog is not a Dangerous Dog and a written assessment of the dog, prepared by a dog behaviour specialist approved by the Band within the last six (6) months. The Animal Control Officer, after providing the owner and any complainant with an opportunity to make representations regarding the dog, may confirm or reverse the decision designating the dog as a Dangerous Dog and may cancel or modify any restrictions, requirements or conditions imposed by an Animal Control Officer and impose any new or additional restrictions, requirements or conditions as he or she deems necessary or appropriate in the circumstances.
- (5) Every owner of a Dangerous Dog must at all times keep the dog:
 - (a) securely confined indoors such that the dog cannot escape; or
 - (b) in an enclosure which prevents the entry into the enclosure of children and prevents the animal from escaping the enclosure; or
 - (c) properly fitted with a humane basket muzzle, on a leash not longer than one metre and under the immediate control of a competent person at least nineteen (19) years of age and skilled in animal control.
 - (d) Such an enclosure shall not be within one metre of the property line or within three metres of a neighbouring dwelling unit.
- (6) The owner of such dog shall display a sign declaring in legible writing and with a recognizable symbol that the dog is dangerous at each entrance to the property and building in which such dog is kept.
- (7) The owner of such dog shall promptly notify the Band's Animal Control Officer if:
 - (a) the dog is found to be running at large;
 - (b) the dog moves, is given away, or dies.
- (8) If the owner of a Dangerous Dog is unwilling or unable to comply with the requirements of this section, said dog shall be seized and impounded for a maximum seven (7) day holding period, after which the dog may be euthanized by lethal injection of a barbiturate approved by the British Columbia Veterinary Medical Association.
- (9) The owner of a Dangerous Dog may, within seven (7) days of impoundment, request the release of a Dangerous Dog by submitting to the Animal Control Officer a letter providing proof of his or her actions of remediation to the contraventions of this by-law, as outlined in section 8 (5).

(9) PROHIBITED ANIMALS

- (1) Except as provided in section 9 (2) of this by-law, no person shall:
 - (a) breed,
 - (b) possess,
 - (c) exhibit for entertainment or educational purposes, or
 - (d) display in public

either on a temporary basis or permanent basis, any prohibited animal outlined in Schdule "2" to this by-law.

- (2) Section 9 (1) does not apply to:
 - (a) The premises of a (local government) facility used for keeping impounded animals;
 - (b) The premises of any police department;
 - (c) Premises operated by The British Columbia Society for the Prevention of Cruelty to Animals;
 - (d) The premises of a veterinarian licensed by the College of Veterinarians of BC, providing the veterinarian is providing temporary care for a prohibited animal;

(10) ESTABLISHMENT OF ANIMAL SHELTER, ANIMAL SHELTER MANAGER AND ANIMAL CONTROL OFFICER

- (1) The Band may enter into an agreement with any person or organization to operate an animal shelter as Animal Shelter Manager or to act as Animal Control Officer for the Band or both.
- (2) The Animal Shelter Manager shall maintain records which include:
 - (a) a description of every animal seized under this by-law, including a licence or registration number if any, and the date and time each animal is received by the animal shelter;
 - (b) the name of the person or persons taking or sending any animal to be impounded;
 - (c) the date and time each animal impounded was redeemed, transferred, euthanized, or otherwise disposed of by the Animal Shelter Manager;
 - (d) the name of every person redeeming any animal and the amount paid by that person;
 - (e) the amount of impoundment and maintenance fees, costs, and charges connected with each impounded animal.
- (3) No person shall hinder, delay, or obstruct in any manner, directly or indirectly, an Animal Control Officer or any person employed by the Animal Control Officer in carrying out the duties and powers of an Animal Control Officer under this by-law.

- (4) Every occupier of premises where any animal is kept or found and every person where encountered, having at that time the apparent custody of an animal, shall immediately, upon demand made by an Animal Control Officer or a peace officer, truthfully and fully supply the following information:
- (a) his or her name;
 - (b) the number of animals owned or kept by him or her, their breed, gender, and general description;
 - (c) the place where such animals are kept; and
 - (d) whether the animals are currently licensed or registered.

(11) SEIZURE AND IMPOUNDMENT

- (1) An animal found running at large, on the reserve may be seized by an Inspector or Animal Control Officer and impounded.
- (2) An Inspector or Animal Control Officer may seize an animal from any person whom he/she has reasonable cause to believe is violating, or has violated, or is about to violate any of the provisions of this by-law including:
- (a) any unlicensed dog;
 - (b) any Dangerous Dog not secured or muzzled in accordance with section 8;
 - (c) any animal found to be at large contrary to this by-law; and
 - (d) any animal that is, or appears to be, suffering.
- (3) When an animal is not on a responsible person's property, the Animal Control Officer may, where necessary, employ the use of lures, baits, nets, tranquilizer gun, sonic and mechanical devices or any other means of apprehending animals provided always that such methods are applied humanely.
- (4) An animal seized shall be considered impounded at the time and place it comes under the control of the Inspector or Animal Control Officer. All reasonable efforts to identify and contact the owner of the stray animal impounded will be made .
- (5) Any animal impounded shall be provided with the basic animal care provisions described in section 6 of this by-law and with the requirements set out in A Code of Practice for Canadian Kennel Operations (Canadian Veterinary Medical Association, 2007 or any updated versions) and the Animal Shelter Manager shall sign a declaration to that effect.
- (6) The Animal Shelter Manager shall ensure that all animals seized under this by-law receive sufficient food, water, shelter, and, if necessary, reasonable veterinary attention, and that the animals are not mistreated during seizure and impoundment.
- (7) The animal shall remain impounded for a minimum of 72 hours (not including the date of impoundment, Sundays, or Statutory Holidays), unless the animal is claimed by its rightful owner. If not claimed within that time, the animal shall become the property of the Band and may:

- (a) be adopted for such price as has been established once the animal is altered (spayed or neutered), if unaltered, unless the animal is a Dangerous Dog;
 - (b) transferred to another organization for rehabilitation and/or rehoming; or
 - (c) after reasonable attempts have been made to place the animal, be euthanized by lethal injection of a barbiturate approved by the British Columbia Veterinary Medical Association.
- (8) During the impoundment period, the Animal Shelter Manager or Animal Control Officer may facilitate the euthanasia, when necessary and without delay, by lethal injection of a barbiturate approved by the British Columbia Veterinary Medical Association, any animal deemed to be seriously ill or injured for humane reasons and in prior consultation with a veterinarian, if all reasonable efforts to contact the owner of the animal have failed.
- (9) During the impoundment period, the Animal Shelter Manager or Animal Control Officer shall:
- (a) provide such veterinary care for an injured or ill impounded animal as may be necessary to relieve distress; and
 - (b) ensure any unaltered animal is spayed or neutered before the animal is adopted; and
 - (c) be entitled to recover from the owner, the cost of veterinary care provided while the animal was impounded, in addition to any other fees due to the Band for redemption of the animal.
- (10) If an Animal Shelter Manager considers that an impounded animal requires:
- (a) a vaccination;
 - (b) flea treatment;
 - (c) worm treatment;
 - (d) examination by a veterinarian; or
 - (e) urgent veterinary care to alleviate any pain or suffering as recommended by a veterinarian,
- then the Animal Shelter Manager can cause such care to be provided at the sole cost and expense of the animal's owner.
- (11) In order to obtain the release of an impounded dog or cat during the impoundment period, the owner shall:
- (a) provide proof of ownership of the animal;
 - (b) license the animal with the Band; and
 - (c) pay to the Band:
 - (i) any applicable fines as outlined in Schedule 1;
 - (ii) per diem animal care and housing fees as identified in Schedule 1; and
 - (iii) any costs incurred due to veterinary services rendered during the impoundment period.

(12) Where the owner of an animal has been determined and all reasonable efforts to contact such owner have been made, but such owner does not claim the animal, he or she shall be responsible for payment to the Band of the fees described in Schedule 1.

(13) Where an animal is seized pursuant to this by-law, the Animal Shelter Manager shall screen for identification. The Animal Shelter Manager shall make every effort to identify and notify the owner of the animal of the fact that the animal has been seized and that the animal will be adopted, euthanized or otherwise disposed of by the Animal Shelter Manager after the expiration of seventy two (72) hours from the date the animal was seized unless the animal is redeemed before that time.

(14) Where the owner of an animal which has been seized under this by-law is not known to, and cannot be identified by, the Animal Shelter Manager, the Animal Shelter Manager shall cause notice of the seizure to be posted on the public notice boards at the Band office, and, if the technology is available, on a website. Such notice shall set out the particulars of the seized animal, the date of seizure, and that the animal will be relocated, euthanized, or otherwise disposed of by the Animal Shelter Manager after the expiration of seventy two (72) hours from the date of the notice unless the animal is redeemed before that time.

(15) An owner of an animal seized under this by-law, or any person authorized in writing on the owner's behalf, may redeem the animal at any time prior to its relocation, euthanasia, or disposal under this by-law upon:

- (a) delivery to the Animal Shelter Manager of evidence satisfactory to the Animal Shelter Manager of ownership of the animal;
- (b) evidence satisfactory to the Animal Shelter Manager and/or Animal Bylaw Officer that the animal will not suffer in the care of the owner or responsible person;
- (c) payment of the impoundment and maintenance fees, costs, and charges incurred in respect of the seizure and boarding of the animal as set out in Schedule "3" to this by-law; and
- (d) licensing or registration of the animal with the reserve and payment of the current requisite licence or registration fee if the animal is required to be licensed or registered pursuant to this by-law and is not licensed or registered.

(16) After an animal has been impounded for longer than seventy two (72) hours, the Animal Shelter Manager may direct that the animal:

- (a) transferred to be rehomed if the animal is neither a diseased animal nor a Dangerous Dog;
- (b) be placed with any person or organization deemed acceptable by the Animal Shelter Manager; or
- (c) after reasonable attempts have been made to place the animal, be euthanized by lethal injection of a barbiturate approved by the College of Veterinarians of British Columbia.

- (17) Where the owner of an animal has been determined and all reasonable efforts to contact such owner have been made, but the owner does not claim the animal, he or she shall be responsible for payment to the Band the fees described in Schedule "3".
- (18) No person shall take or release any animal from the Pound without the consent of the Animal Shelter Manager.
- (19) The Animal Shelter Manager or Animal Control Officer may accept a dog or cat from the owner of such animal for the purpose of having the animal rehomed, euthanized or otherwise disposed of upon receiving a fee, where applicable, from that person which is sufficient to cover the costs of that service.
- (20) Upon reasonable grounds, the Animal Shelter Manager has the right to refuse to any person the release or adoption of any animal for any of the following reasons:
- (a) to protect the safety of the public from the animal;
 - (b) to protect the safety of the animal from the public;
 - (c) to protect the health and welfare of the animal from the individual;
 - (d) if the person is under nineteen (19) years of age; or
 - (e) if the person is apparently under the influence of alcohol or a drug, such that the Animal Shelter Manager does not feel that the individual has the cognitive ability to accept responsibility for the animal.
- (21) An owner whose animal was detained pursuant to section 11 (2) may request that the Animal Shelter Manager reconsider the decision to detain the animal by notifying the Council within seven (7) days of the date of the decision. Such a request must be in writing and must include the reasons why the Owner believes the decision should be reconsidered. Upon receipt of a completed request:
- (a) the Animal Shelter Manager must, if he or she has not already done so, give the owner written reasons for the detention; and
 - (b) reconsider the detention and may uphold or overturn the original decision.
- (22) If, within seven (7) days after the decision to detain was made or confirmed, an animal detained pursuant to section 11 (2) is not claimed by its owner and the applicable requirements of section 11 (15) are not satisfied, the animal shall be deemed to have been surrendered to the Band and the Animal Shelter Manager may cause the animal to be made available for adoption or otherwise disposed of.

(12) ENFORCEMENT

- (1) No person shall do any act or permit any act or thing to be done in contravention of this Bylaw.
- (2) The Animal Control Officer may enter upon property on which animals are kept at any reasonable hour and may inspect any animal and the facilities for housing the animal in order to ascertain whether the regulations contained in this Bylaw are being obeyed.

- (3) Notwithstanding any other provision of this Bylaw where the Animal Control Officer has reasonable grounds to believe that an owner is not complying with any provision of this Bylaw, he/she may give a written or verbal warning.
- (4) Any person, other than an Animal Control Officer acting in good faith in the course of his or her duties, who causes, permits or allows anything to be done in contravention or violation of this by-law or who neglects or fails to do anything required to be done pursuant to this by-law commits an offence is subject to a minimum fine of fifty dollars (\$50.00) and shall upon summary conviction be liable to a fine of not more than two thousand dollars (\$2,000.00) or to imprisonment for not more than six months or to both. If the offence is a continuing one, each day that the offence is continued shall constitute a separate offence. Nothing in this section shall restrict the Band's ability to enforce this by-law in any other manner permitted by-law.
- (5) This by-law is designated pursuant to section 264 of the Community Charter, SBC 2003, c26 as a bylaw that may be enforced by means of a ticket in the form prescribed.
- (6) Animal Control Officers and members of the Royal Canadian Mounted Police are designated to enforce this by-law by means of a ticket pursuant to section 264 of the Community Charter.
- (7) The penalties imposed under subsection (4) hereof shall be in addition to and not in substitution for any other penalty or remedy imposed by this by-law.
- (8) A separate offence shall be deemed to be committed upon each day during and in which a contravention of this by-law occurs or continues.

12. SEVERANCE

- (1) If a section, subsection, sentence, clause or phrase of this by-law is for any reason held to be invalid, by the decision of a Court of competent jurisdiction; such decision shall not affect the validity of the remaining portions of this by-law.
- (2) Schedules "1" to "2" inclusive of this by-law which are attached hereto form part of this by-law.

Schedule 1

Fees

License fee: Male or female unaltered dog	<u>\$100</u>
License fee: Neutered male or spayed female dog	<u>\$25</u>
License fee: Dangerous Dog licence fee	<u>\$500</u>
Replacement tag	<u>\$15</u>
First Impoundment fee: Male or female unaltered dog	<u>\$200 & \$60 per day</u>
First Impoundment fee: Male or female altered dog	<u>\$150 & \$60 per day</u>
Second Impoundment fee: Male or female unaltered dog	<u>\$300 & \$60 per day</u>
Second Impoundment fee: Male or female altered dog	<u>\$250 & \$60 per day</u>

SCHEDULE 2

LIST OF PROHIBITED ANIMALS

- all nonhuman primates
- all felidae, except the domestic cat
- all canidae, except the domestic dog
- all ursidae (bears)
- all proboscidea (elephants)
- all pinnipedia (seals, walrus)
- all marsupials
- all edentates (anteaters)
- all xenartha (such as sloths, armadillos, and tamanduas)
- all monotremata (spiny anteater and platypus)
- all venomous or poisonous reptiles and amphibians
- all reptiles and amphibians over 2ft adult size
- all venomous or poisonous invertebrates (such as black widow spiders, tarantulas, and blue-ringed octopus)
- all ungulates, except the bison and the domestic breeds of cow, goat, sheep, pig, horse, mule, donkey, ass, llama, and alpaca
- all hyenidae (hyenas)
- all hyracoidean (hyraxes)
- all erinaceidae (tenrecs and hedgehogs)
- all mustelidae (skunks, weasels, otters, wild ferrets), except the domestic ferret
- all procyonidae (raccoons, coatimundis)
- all viverridae (civets and genets)
- all herpestidae (mongooses)
- all cetacea (whales, porpoises, dolphins)
- all rodentia, except the hamster, gerbil, guinea pig, domestic mouse, and domestic rat
- all chiroptera (bats), colugos (flying lemurs), and scandentia (treeshrews)
- all lagomorphs (rabbits and hare), except the domestic rabbit
- all birds except the domestic quail, pheasant, pigeon, chicken, duck, goose and turkey, plus the budgie, cockatiel, lovebird, finch, and canary
- all saltwater fish

SCHEDULE 3
Penalty Fine Amounts

Tla-o-qui-aht First Nation Animal Care & Control By-law		
Description	Section	Penalty Amount
No Dog Licence	3(1)	\$50
Failure to Display Dog Licence	3(8)	\$50
Failure to Notify of Address Change	3(11)	\$50
Failure to Notify of New Owner	3(12)	\$50
Too Many Animals	4(1)	\$50
Dog at Large	5(1)	\$50
Failure to Remove Feces	5(3)	\$50
Noisy Animal	5(4)	\$50
Dog Attack	5(5)(a)	\$100
Dog Damaged Property	5(5)(b)	\$100
Dog in Heat Not Secured	5(6)	\$50
Dog Not Under Control	5(7)(a)	\$50
Animal in Unsanitary Environment	5(8)	\$50
Failure to Provide Food or Water	6(1)(a)	\$50
Failure to Provide (clean) Receptacles	6(1)(b)	\$50
Failure to Provide Sufficient Exercise	6(1)(c)	\$50
Failure to Provide Veterinary Care	6(1)(d)	\$50
Failure to Provide Adequate Shelter	6(2)	\$50
Tethered With Choke Collar	6(3)	\$50
Tethered Over Six Hours	6(4)	\$50
Tethered to Restrict Movement	6(5)	\$50
Inadequate Ventilation	6(6)	\$50
Unsecure Transportation	6(7)	\$50
Neglect/Abuse of Animal	6(8)	\$50
Animal Where Prohibited	7(2)	\$50
Illegal Kennel	7(3)	\$50
No Dangerous Dog Licence	8(1)	\$100
Failure to Muzzle or Leash Dangerous Dog	8(5)(c)	\$100
Failure to Securely Contain Dangerous Dog	8(5)(a)(b)	\$100
Failure to Display Dangerous Dog Sign	8(6)	\$100

Failure to Notify Dangerous Dog at Large	8(7)	\$100
Possess Prohibited Animal	9(1)	\$50