

PROTOCOL AGREEMENT ON CULTURE, HERITAGE AND ECONOMIC DEVELOPMENT



THIS PROTOCOL AGREEMENT dated for reference the 26th day of June, 2004

BETWEEN: THE CORPORATION OF THE DISTRICT OF POWELL RIVER,
A Municipal Corporation having its place of business at 6910 Duncan
Street, Powell River, B.C. V8A 1V4 (the "Municipality")

AND: TLA'AMIN FIRST NATION, also known as Sliammon
having its place of business at 6686 Sliammon Road, RR#2
Powell River, B.C. V8A 4Z3 ("Tla'amin")

WHEREAS

- 1) The Municipality and Tla'amin signed a Community Accord on the 10th day of May, 2003 (the "Accord");
- 2) Article 1 of the Accord states the Municipality and Tla'amin each have distinct authorities and responsibilities towards their residents and members, and acknowledge that the interests of all persons living in the two communities are best served by working together in the spirit of cooperation;
- 3) Article 3.2 of the Accord states the Parties will form working groups from time to time to explore and initiate activities designed to facilitate economic diversification, to protect cultural and heritage resources, to promote community growth, to increase investment and to generate employment;
- 4) The Parties acknowledge that much of the settlement area now within the boundaries of the Municipality has been built upon lands that formed part of the traditional Tla'amin village of Teeskwat and that there are many important Tla'amin culture and heritage sites in the area;
- 5) Tla'amin claims aboriginal title to the area within the boundaries of the municipality, aboriginal title carries an undeniable economic component, and the Parties recognize that there are significant economic and cultural values and economic development opportunities in the area;

- 6) The Parties are committed to carrying out the vision in the Accord and this Protocol Agreement in a timely manner and will continue building government-to-government relations now than await the outcome of treaty negotiations;

NOW THEREFORE the Parties have entered into this Protocol Agreement with the intention and desire to ensure the protection of cultural and heritage sites, promote economic development and diversification in common areas of interest, in a manner that respects and accommodates Tla'amin's title and rights and culture and heritage, the responsibilities and limits of the Municipality under the *Community Charter*, the heritage, values and rights of the citizens of the Municipality.

ARTICLE 1 – TLA'AMIN CULTURAL AND HERITAGE SITES

- 1.01 The Parties acknowledge that the Tla'amin village of Teeskwat and Tla'amin traditional village sites and use areas encompass many important archaeological sites, traditional land use sites and spiritual sites, arising from thousands of years of use and the occupation of the Tla'amin ancestors.
- 1.02 The Parties acknowledge that these sites may include cultural and heritage sites in the form of petroglyphs, culturally modified trees, canoe skids, fish traps, fish weirs, pictographs, shell midden and burial sites.

ARTICLE 2 – POWELL RIVER CULTURE AND HERITAGE SITES

- 2.01 The Parties acknowledge that the traditional Tla'amin village of Teeskwat was located within the boundaries of the Municipality and that this area also includes non-aboriginal culture and heritage sites arising from the presence of non-Tla'amin Citizens dating back to approximately 1900.
- 2.02 The Parties acknowledge that the historic Townsite of Powell River is designated by Canada as a National Historic Site.

ARTICLE 3 – PROTECTION OF CULTURE AND HERITAGE SITES

- 3.01 The Parties commit to take steps to protect the cultural and heritage sites described above in accordance with this Protocol Agreement.
- 3.02 The Parties agree to promote and enhance awareness of the cultural and heritage sites described above and to promote awareness and understanding of the history and culture of Tla'amin and Powell River.

3.03 The Parties agree to form a joint Culture and Heritage Committee that will be comprised of political appointments and planning staff from each of the communities within two months of signing this protocol to:

- a) Develop a strategy to ensure to the extent possible the protection of cultural and heritage sites which may include some of the options set out in Appendix “B”;
- b) Draft culture and heritage policies for inclusion in the Municipal Official Community Plan, Land Use Plan and Zoning Bylaw Review.
- c) Explore funding opportunities to promote an awareness and understanding of the Parties culture and heritage history and if appropriate, the Parties unique government to government to relationship.

3.04 Policy and criteria recommendations and funding proposal applications will be submitted to the Parties for approval prior to implementation.

ARTICLE 4 - ECONOMIC DEVELOPMENT COOPERATION

4.01 The Parties share many common objectives with respect to generating a diversified and sustainable economy for the region in a manner that is consistent with the values and rights of the Tla’amin members and the values and rights of the citizens of the Municipality.

4.02 The Parties agree to explore joint economic ventures.

4.03 The Parties agree to establish a Joint Economic Development Working Committee that will consist of an equal number of representatives from both communities that will meet as may be required to:

- a) Assess existing conditions relative to economic development in both communities and the surrounding region on key topic areas that may include, but are not restricted to the waterfront, cultural tourism, forestry, and marine resources.
- b) Explore joint economic development opportunities and recommend proposals to increase the economic health of the region.
- c) The Parties may consider to jointly host economic development forums with emphasis on attracting business, investors, joint venture partners, and to promote and market the Municipality and Tla’amin’s economic diversity. Costs associated with organizing such events will be mutually agreed upon before hosting such forums.

- 4.04 The Joint Economic Development Working Committee will provide written and verbal reports to the Parties, as may be requested, for approval prior to implementation.
- 4.05 Tla'amin Development Corporation and the Powell River and Region Economic Development Society (PRREDS) have a Memorandum of Understanding that does not supersede this Protocol Agreement.

ARTICLE 5 – OFFICIAL COMMUNITY PLANS AND LAND USE BYLAWS REVIEW

- 5.01 The Parties agree that Tla'amin will be notified and invited to attend for active participation in the review of all subsequent major review and proposed revisions of the Municipality's Official Community Plan, Land-Use Plan and Zoning Bylaw.
- 5.02 The Parties agree that the Municipality will be notified and invited to attend for active participation in the review of all land use and land use planning and for all subsequent major review and proposed revisions of land use planning for lands owned by Tla'amin within the Municipal boundary.
- 5.03 The Municipality agrees that for any future major revisions to its Official Community Plan, Land-Use Plan and Zoning Bylaws it will include:
- a) A brief summary of Tla'amin history, culture and heritage;
 - b) If appropriate, sites for potential treaty settlement lands;
 - c) If appropriate, Tla'amin cultural and heritage sites;
 - d) Policies for the protection of Tla'amin and Powell River culture and heritage sites.

ARTICLE 6 – INTERGOVERNMENTAL COORDINATION

- 6.01 The Parties agree to hold not less than six (6) government-to-government meetings per year. The Primary purpose of the meetings is to:
- a) Review the progress of the joint committees, advisory groups and other initiatives to the protocol agreement;
 - b) Identify joint initiative opportunities;
 - c) Strategize on issues affecting each other's area of jurisdiction;
 - d) Share information and improve communications;
 - e) Collaborate on common issues with other levels of government;
 - f) Discuss other relevant issues that are of concern to both Parties.
- 6.02 The Mayor of the Municipality and the Chief Councillor of Tla'amin will alternate the Chair of the government-to-government meetings.

- 6.03 Each Party agrees to provide timely notice on matters that could significantly impact the other Party, and to provide information to facilitate the opportunity for meaningful discussion and cooperation at the government-to-government meetings.
- 6.04 The Mayor of the Municipality and the Chief Councillor of Tla'amin will meet promptly at the request of either Party to deal with emergency issues that may include:
- a) Immediate threats to cultural and heritage sites;
 - b) Immediate threats or potential infringements to Tla'amin's aboriginal title and rights;
 - c) Other emergency issues that may affect the subject matter of the Community Accord or this Protocol Agreement.

ARTICLE 7 – DISPUTE RESOLUTION

- 7.01 The Parties are committed to open, honest, and respectful interaction with each other in order to communicate effectively and to avoid conflict.
- 7.02 Where a dispute arises between the Parties, the Parties agree that the Mayor of the Municipality and the Chief Councillor of Tla'amin will engage in informal communications in an attempt to resolve specific issues.
- 7.03 Where a dispute between the Parties has not been resolved by informal communications, either Party may, upon reasonable notice, call a special meeting of the Parties to discuss the dispute. Where the Parties are unable to resolve a dispute by special meeting, either Party may request a dispute resolution session.
- 7.04 Both Parties shall mutually agree upon the procedure for carrying out a dispute resolution session.
- 7.05 The Parties will share agreed upon dispute resolution costs on a 50/50 basis.

ARTICLE 8 – TERMS OF THE AGREEMENT

- 8.01 The Parties agree this Protocol Agreement shall take effect upon the adoption by resolution of each respective Council.
- 8.02 The Parties agree this Protocol Agreement is a living document and may be subject to revision from time to time by mutual consent. The revisions must be agreed to in writing and adopted by resolution of each respective Council.
- 8.03 This Protocol Agreement will remain in effect unless terminated by either of the Parties.

8.04 Either Party may terminate the Protocol Agreement by providing to the other Party sixty (60) days notice in writing, to be delivered by hand, facsimile or registered mail.

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

Chief Councillor L. Maynard Harry

Mayor Stewart B. Alsgard

Denise Smith, Councillor

Brenda M. DeGraag, Councillor

Walter Paul, Councillor

David B. Gabelhouse, Councillor

Kevin Blaney, Councillor

Myrna K. Leishman, Councillor

Donna Tom, Councillor

Jefferson Y.C. Mah, Councillor

Steven Galligos, Councillor

J. Russell Storry, Councillor

Gloria Francis, Councillor

Sandi L. Tremblay, Councillor

Bruce Point, Councillor

Brian Hackett, Councillor

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Steve Gallagher
Intergovernmental Relations
Tla'amin First Nation

Stan Westby
Chief Administrative Officer
Corporation of the District of Powell River

APPENDIX “A”

To the Protocol Agreement on Culture, Heritage, and Economic Development

Consultation and Permitting Process for Proposed Developments

Step 1: **Designation and identification of Tla’amin cultural and heritage sites and traditional land use sites for protection**

- 1.1 Tla’amin will provide the Municipality appropriate information and maps showing the location of petroglyphs, culturally modified trees, canoe skids, fish traps, fish weirs, pictographs, shell midden, burial sites, and other important cultural and heritage sites or areas. Tla’amin may also provide information on harvesting, hunting or fishing areas or other areas where Tla’amin members exercise their aboriginal rights.
- 1.2 The Municipality will make every effort to respect the sensitivity and confidentiality of cultural information provided by Tla’amin. However, Tla’amin acknowledges that any information provided to the Municipality may be subject to public disclosure under this Protocol Agreement or under Freedom of Information legislation. For particularly sensitive or confidential cultural sites or uses, Tla’amin may decide to provide the information verbally to the Municipality and may request that no written information is kept in the Municipality’s files.

Step 2: **Application Process**

- 2.1 An applicant applying for one or more of the following will receive appropriate information or notification if their proposed project may affect a known cultural or heritage site or area where Tla’amin members exercise aboriginal rights:
 - a) Subdivision application
 - b) Rezoning Application
 - c) Amendment to the Official Community Plan or Land-Use Bylaw
 - d) Development Permit for a Development Permit Area
 - e) Variance
- 2.2 The Municipality will advise the applicant of their responsibilities and penalties under the *Heritage Conservation Act* if there is the potential for disturbing cultural or heritage sites or areas.
- 2.3 Whenever reasonably possible Real Estate agents or individuals inquiring in person at the Municipal Hall about properties that have known Tla’amin cultural and heritage sites or areas will be advised of the appropriate information.

- 2.4 Written notification of the information will be attached to each application with copies provided to:
- a) The Applicant
 - b) The Municipal File
 - c) Tla'amin
- 2.5 Both Parties receiving notification under section 2 agree to respect that information under the terms of the Freedom of Information and Privacy Act.

Step 3: Notification

- 3.1 The Municipality will notify Tla'amin when it receives an application under step 2 for the development of land. The notification will be within fourteen (14) business days of the date the application is received.
- 3.2 Any development plan for waterfront development within the boundaries of the Municipality will be subject to a review by Tla'amin and the Municipality will forward to Tla'amin all such development plans within fourteen (14) business days of receiving them.

Step 4: Review of Development Application

- 4.1 Tla'amin will be requested to review any proposed development plan forwarded to Tla'amin by the Municipality and, subject to paragraph 1.2, will provide in writing the traditional use information relating to areas within the development application. Tla'amin will identify concerns with respect to potential impacts on cultural and heritage resources or areas where Tla'amin members have exercised or continue to exercise aboriginal rights.
- 4.2 Tla'amin may request the Municipality to provide additional information or to arrange with the developer for a presentation or additional information to ensure Tla'amin has a full understanding of the development application.
- 4.3 Tla'amin will review the application using their traditional use studies, maps, database, elders, and other relevant information.
- 4.4 Tla'amin will provide their comments to the Municipality within thirty days (30) of receipt of the development application.

Step 5: Consultation Meeting(s)

- 5.1 Consultation meetings between the applicant, Tla'amin, and the Municipality may be requested by Tla'amin or the Municipality to address any concerns or to resolve issues wherever possible.

- 5.2 The Tla'amin may recommend that the Municipality to request the applicant to conduct presentations, field visits, or an Archaeological Inventory Assessment (AIA) to determine the nature and scope of potential impacts and to explore ways for addressing concerns and avoiding or minimizing impacts.
- 5.3 The contractor for an Archaeological Inventory Assessment will be determined as per the *Heritage Conservation Act*.
- 5.4 There will be an assignment of all costs for the consultation process associated in 5.2 to the applicant as per the *Heritage Conservation Act*
- 5.5 Within thirty (30) days of a consultation meeting, Tla'amin will provide the Municipality with a written summary describing which of its concerns have been resolved to its satisfaction and which, if any, remain outstanding, together with a summary of the consultation meetings that have taken place.

Step 6: Submission for Permit

- 6.1 The Municipality will provide Tla'amin with a copy of a proposed permit that contains conditions under which it is prepared to issue a permit for the development.

Step 7: Tla'amin Cultural and Heritage Permit

- 7.1 Where the applicant and the Municipality have completed the process described above and addressed all reasonable concerns raised by Tla'amin, Tla'amin will issue a Cultural and Heritage Permit as set out in the *Archaeological Protection Act* to the Municipality within five (5) business days.

Step 8: Municipal Development Permit

- 8.1 Upon receipt of Tla'amin's Cultural and Heritage Permit, the Municipality may issue its Development Permit.
- 8.2 If Tla'amin declines to issue its Cultural and Heritage Permit, the Municipality may choose to meet with Tla'amin for a further review or the Municipality may advise Tla'amin that it will issue a Municipal Development Permit or other approval under its authority in the *Community Charter*.

APPENDIX “B”

To the Protocol Agreement on Culture, Heritage, and Economic Development

Potential Options to Protect Cultural and Heritage Sites

The Parties will work together through the Joint Culture and Heritage Committee to explore and implement options to fulfill their mutual commitments relating to ensuring the protection and enhancement of culture and heritage in the Protocol Agreement on Culture, Heritage and Economic Development.

The Parties will explore and assess available options including the ones identified below.

DEVELOPMENT PERMIT AREAS

- a) Consider creating Development Permit Areas to protect known cultural and heritage sites;
- b) The Development Permit Areas could include requirements for minimum set-back distances from specified types of sites such as burial sites.

SUBDIVISIONS

- a) Consider setting out policies that request the Approving Officer to require park dedications for culture or heritage sites as part of subdivision approvals.

COVENANTS

- a) Consider developing policies to require covenants to secure or protect culture or heritage sites.

DESIGNATED SITES

- a) Consider joint site designation to recognize important sites;
- b) With the cooperation of land-owners, Tla'amin and the Municipality could jointly seek to designate important culture and heritage sites;
- c) The Parties could work with land-owners to install interpretive signs at the site.