



Tseil-Waututh Nation
PEOPLE OF THE INLET



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SERVICES AND SOLUTIONS FOR A LIVABLE REGION

Belcarra Regional Park
Cultural Planning and Co-operation Agreement

**BELCARRA REGIONAL PARK
CULTURAL PLANNING AND CO-OPERATION AGREEMENT**

Dated for reference February 18, 2020 (the “Effective Date”)

BETWEEN:

METRO VANCOUVER REGIONAL DISTRICT

4730 Kingsway
Burnaby, BC V5H 0C6

(“Metro Vancouver”)

AND:

TSLEIL-WAUTUTH NATION, AS REPRESENTED BY CHIEF AND COUNCIL

3178 Alder Court
North Vancouver, BC V7H 2V6

(“Tsleil-Waututh Nation”)

WHEREAS:

- A. Belcarra Regional Park is part of Metro Vancouver’s regional park service and is within Tsleil-Waututh Nation’s traditional territory (“**TWN Territory**”) and part of its ancestral village site known as təmtəmixʷtən (Tum-tumay-whueton).
- B. Both Metro Vancouver and Tsleil-Waututh Nation acknowledge and agree that Belcarra Regional Park has important cultural, heritage, and environmental value comprising both natural and human-made features associated with human activity that holds significance to the residents of Metro Vancouver generally and Tsleil-Waututh Nation particularly;
- C. Tsleil-Waututh Nation asserts Aboriginal rights, title and interests within TWN Territory and is dedicated to being environmental and cultural stewards of the Territory and enhancing the wellbeing of its lands, waters, culture and TWN Members;
- D. Regional parks are a function of Metro Vancouver that contribute to a livable region by conserving natural assets, providing recreational opportunities and connecting the public to nature;
- E. Tsleil-Waututh Nation and Metro Vancouver wish to identify common interests and ways in which they may work together to protect and enhance Belcarra Regional Park for the benefit and enjoyment of present and future generations.

1.0 DEFINITIONS

1.1. In this Agreement:

1.2. “**Cultural and Heritage Plan**” means one or more plans, procedures and protocols to:

- (a) identify, conserve, manage and protect property, land, objects or other heritage resources within the Park that may have tangible or intangible heritage value for Tsleil-Waututh Nation; and
- (b) encourage timely and meaningful communication between the Parties with respect to activities in the Park, especially those that may affect areas of spiritual or cultural significance to Tsleil-Waututh Nation;

1.3. “**Applicable Legislation**” means the *Local Government Act*, as amended or replaced from time to time, and any existing and future legislation dealing with the operation, management and regulation of Belcarra Regional Park or activities in the Park and any regulations, including bylaws, made under the authority of such legislation;

1.4. “**Park**” means Belcarra Regional Park; and

1.5. “**Parties**” means Metro Vancouver and Tsleil-Waututh Nation together and “**Party**” means either Metro Vancouver or Tsleil-Waututh Nation, as applicable.

2.0 PRINCIPLES AND OBJECTIVES

2.1. As a matter of principle, both parties wish to:

- (a) preserve and protect sites, features, objects, structures, and environmental assets within the Park that have tangible or intangible heritage value for Tsleil-Waututh Nation or that are of spiritual or cultural significance to Tsleil-Waututh Nation;
- (b) protect and enhance the natural resources, wildlife, vegetation and environmental features of the Park;
- (c) continue to develop the recreational use and enjoyment of the Park by members of the public;
- (d) protect and enhance Tsleil-Waututh Nation’s use and enjoyment of the Park while respecting the purposes for which regional parks are established; and
- (e) increase public awareness of Tsleil-Waututh Nation’s cultural history and the significance of the Park and surrounding area to Tsleil-Waututh,

(collectively, the “**Principles**”).

2.2. The objective of this Agreement is to formalize a new, co-operative relationship between the Parties that will allow them to share information and work together to identify and develop plans and projects for the Park (such as those identified in Schedule "A") that are consistent with the Principles.

3.0 LEADERSHIP GROUP AND TECHNICAL WORKING GROUP

3.1. Metro Vancouver and Tsleil-Waututh Nation will form a leadership committee comprised of senior representatives of each of the parties ("**Leadership Group**") and a technical committee comprised of staff from each of the parties ("**Technical Working Group**").

3.2. Each of the Leadership Group and the Technical Working Group will be comprised of two representatives from each party.

3.3. Metro Vancouver will notify Tsleil-Waututh Nation in writing with the names of the persons appointed as its representatives on the Leadership Group and Technical Working Group within 30 days of the Effective Date (the "**Metro Vancouver Representatives**").

3.4. The Metro Vancouver Representatives will liaise with Tsleil-Waututh Nation Representatives with respect to this Agreement and all related matters. Metro Vancouver reserves the right to change the Metro Vancouver Representatives from time to time at its sole discretion and Metro Vancouver will advise Tsleil-Waututh Nation of such change, if any, in a timely manner.

3.5. Tsleil-Waututh Nation will notify Metro Vancouver in writing with the names of the persons appointed as its representatives on the Leadership Group and Technical Working Group within 30 days of the Effective Date (the "**Tsleil-Waututh Nation Representatives**").

3.6. The Tsleil-Waututh Nation Representatives will liaise with the Metro Vancouver Representatives with respect to this Agreement and all related matters. Tsleil-Waututh Nation reserves the right to change the Tsleil-Waututh Nation Representatives from time to time at its sole discretion and Tsleil-Waututh Nation will advise Metro Vancouver of such change, if any, in a timely manner.

3.7. Metro Vancouver and Tsleil-Waututh Nation may decide to appoint additional members to the Leadership Group or the Technical Working Group subject to the Parties appointing an equal number of additional members.

3.8. The Leadership Group and the Technical Working Group will operate on the basis of consensus to the full extent possible.

3.9. The Leadership Group will:

- (a) be the main forum through which the Parties will share information and work together to combine traditional Indigenous knowledge with contemporary regional park management in order to identify and develop:

- (i) a Cultural and Heritage Plan consistent with the *Heritage Conservation Act*; and
- (ii) future and ongoing projects for the Park, such as those identified on the attached Schedule "A",

that are consistent with the Principles.

3.10. The Leadership Group will perform the following functions:

- (a) review, provide input and make recommendations with respect to the planning, management and operation of the Park and on the implementation of plans and projects within the Park, particularly with respect to culture and heritage, vegetation management and ecosystem restoration work;
- (b) review and provide advice on the official public release of materials, publications and presentations relating to Tsleil-Waututh Nation's historical and cultural interpretations of the Park;
- (c) review and provide advice on Tsleil-Waututh Nation's cultural expressions in the Park, including but not limited to signage, art installation, and cultural displays; and
- (d) review and provide advice on economic and tourism opportunities for Tsleil-Waututh Nation in the Park to the extent permitted by Applicable Legislation and Metro Vancouver's Procurement and Real Property Contracting Authority Policy.

3.11. The Technical Working Group will perform the following functions:

- (a) support the work of the Leadership Group by providing technical advice as requested; and
- (b) review and provide input to the Leadership Group on the creation and implementation of plans and projects within the Park.

4.0 CONFIDENTIALITY

4.1. Tsleil-Waututh Nation will mark as confidential or otherwise identify as confidential any information that Tsleil-Waututh Nation provides to Metro Vancouver, including information concerning Tsleil-Waututh Nation's heritage site areas, cultural information, and ethnographic resources in the Park, that Tsleil-Waututh Nation expects to be treated as confidential, and Metro Vancouver will not disclose such information to any persons except:

- (a) if Tsleil-Waututh Nation agrees in writing to such disclosure;
- (b) if disclosure is required by law;

- (c) disclosure to employees and agents of Metro Vancouver who require the information to carry out their responsibilities, provided that Metro Vancouver will require any such employees or agents who obtain such information to agree in writing to maintain and respect the confidentiality of that information, as set out herein.

5.0 FUNDING

- 5.1. The Parties will work together to address funding, revenue generation, and appropriate cost-sharing issues as they arise. All projects and initiatives identified in this Agreement are subject to funding availability.

6.0 NOTICES

- 6.1. Any notice, plan, recommendation or document contemplated under this Agreement must be in writing and will be deemed validly given to and received by a Party, if delivered personally, on the date of delivery, or, if delivered by mail or email, when received by the Parties at the addresses as follows:

- (a) If to Metro Vancouver:

Metro Vancouver Regional District
4730 Kingsway
Burnaby, BC V5H 0C6
Attention: Mike Redpath, Director, Regional Parks
Email: Mike.Redpath@metrovancover.org

- (b) If to Tsleil-Waututh Nation:

Tsleil-Waututh Nation
3178 Alder Court
North Vancouver, BC V7H 2V6
Attention: Ernie George, Chief Administrative Officer
Email: egeorge@twnation.ca

- 6.2. Either Party may, from time to time, give notice to the other Party of a change of address or facsimile number and after the giving of such notice, the address or facsimile number specified in the notice will, for purposes of section 6.1, supersede any previous address for the Party giving such notice.

7.0 DISPUTE RESOLUTION

- 7.1. The Parties are committed to resolving any disputes which may arise from the implementation or interpretation of this Agreement in a co-operative, collaborative and non-adversarial manner.

7.2. In the event that that Technical Working Group cannot resolve a dispute, the matter will be referred to the Leadership Group for resolution.

7.3. If necessary, the Parties will employ negotiation or mediation to resolve disputes.

8.0 DURATION

8.1. This Agreement may be amended by written agreement of the Parties.

8.2. The term of this Agreement will be five (5) years commencing on the Effective Date.

8.3. At least 12 months prior to the five (5) year anniversary of the Effective Date of this Agreement, the Parties will evaluate the effectiveness of this Agreement and decide whether to extend the term and whether such extension should be subject to any amendments to the Agreement.

8.4. If the Parties decide to extend the term, then they will negotiate and attempt to reach agreement on the length of such extension and any amendments to the Agreement. Either Party may, on an annual basis, request the participation of the other Party to review the effectiveness of this Agreement and to consider potential amendments to it.

8.5. If the agreement expires before negotiations referred to in section 8.4 are complete, the existing agreement will continue on a month-to-month basis unless otherwise terminated by either party on written notice to the other party.

8.6. This Agreement may be terminated by either Party on six (6) months written notice. If a Party gives written notice to terminate, then either Party may require a meeting with the other before the end of the notice period to attempt to resolve any issues between the Parties that may have given rise to the termination notice.

9.0 REPRESENTATIONS AND RESTRICTIONS ON SCOPE

9.1. The Parties acknowledge and agree that:

(a) any Cultural and Heritage Plan must be consistent with Tsleil-Waututh Nations' cultural heritage policies, which include the requirements of the *Heritage Conservation Act*;

(b) nothing in this Agreement:

(i) is intended to, or will, circumvent Tsleil-Waututh Nation's referrals process;

(ii) obligates either Party, either expressly or by implication, to make any expenditures of a capital nature;

- (iii) is to be construed as or deemed to limit or affect any treaty rights, any Aboriginal rights or title claims, or any obligations to consult, accommodate or obtain the consent of the Tsleil-Waututh, as the Tsleil-Waututh Nation may have at law or in equity;
 - (iv) is to be construed as or deemed to limit the position the Parties may take in any proceedings, discussions or negotiations between the Parties, except as expressly contemplated in this Agreement;
 - (v) is to be construed as or deemed to limit, interfere, affect or fetter the discretion of Metro Vancouver's Board or its statutory officers with respect to the legal rights, duties or obligations of Metro Vancouver;
 - (vi) is to be construed or deemed to be an admission or acknowledgement of the validity of, or any fact or liability in relation to, any claims relating to alleged past or future infringements of Tsleil-Waututh Nation's Aboriginal rights or title with respect to the Park or Tsleil-Waututh Nation's treaty rights.
- (c) this Agreement does not abrogate or derogate any treaty rights or any existing or asserted Aboriginal rights, title or interests of Tsleil-Waututh Nation nor does it abrogate or derogate from the Applicable Legislation including Metro Vancouver's rights and powers under such legislation.

9.2. Tsleil-Waututh Nation enters into this Agreement for and on behalf of itself and its members as represented by its Chief and Council, and it has the legal power, capacity and authority to enter into this Agreement.

10.0 GENERAL

10.1. This Agreement constitutes the entire agreement between the Parties in relation to the planning, operation and management of the Park and there are no undertakings, representations or promises express or implied, other than those expressly set out in this Agreement.

10.2. Headings are provided in this Agreement for the convenience of the reader only and may not be used in constructing or interpreting the terms of this Agreement.

10.3. This Agreement will be governed by, and construed in accordance with, the laws of British Columbia.

10.4. No amendment to this Agreement is effective unless it is agreed to in writing and signed by the Parties.

10.5. If a court of competent jurisdiction holds any provision of this Agreement to be invalid, then the invalid provision will be severed from the Agreement. If such severance materially affects

the implementation of this Agreement, then the Parties agree to meet to resolve any issues as may arise as a result and to amend this Agreement accordingly.

10.6. This Agreement may be executed in any number of counterparts and may be delivered by email in PDF format and each such original, facsimile or PDF copy, when so executed and delivered, will be deemed to be an original and all of which taken together then construe one and the same instrument.

IN WITNESS WHEREOF the duly authorized representatives of each Party have executed this Agreement as of the Effective Date.

TSLEIL-WAUTUTH NATION,
by its authorized signatories:




Leah George-Wilson
Chief




Ernie George
Chief Administrative Officer

METRO VANCOUVER REGIONAL DISTRICT,
by its authorized signatories:



Sav Dhaliwal
Board Chair



Jerry W. Dobrovolny, P.Eng., MBA
Chief Administrative Officer

Schedule "A"

Potential Projects for Collaboration

Policy and Planning

- Provide a regular opportunity to discuss Park planning, operations and management of Park facilities and infrastructure.
- Develop or provide input into a programming and interpretation strategy for the Park generally and for specific facilities, displays and exhibits within or about the Park.
- Explore opportunities to expand the Park to include other areas of cultural significance to Tsleil-Waututh Nation.

Economic Opportunities

- Identify and explore mutually acceptable and beneficial economic opportunities as may be permitted under Metro Vancouver's Procurement and Real Property Contracting Authority Policy with respect to archaeology, sharing of job posting opportunities, and use of Tsleil-Waututh Nation's preferred contractors within the Park for such work as:
 - tree services;
 - traffic management;
 - environmental and geotechnical engineering;
 - environmental restoration;
 - archaeological services;
 - commercial filming;
 - events and event management;
 - food concession opportunities;
 - recreation rentals such as kayaks; and
 - extension of guided tours (from Cates/Whey-ah-Wichen) to include the Park.

Environmental/Cultural

- Retain a blanket permit from the BC Archaeology Branch under the *Heritage Conservation Act* for archaeological works to allow Metro Vancouver and Tsleil-Waututh Nation to work closely together to identify and protect archaeological and cultural resources within the Park;
- Develop public education resources with respect to Tsleil-Waututh Nation's culture and heritage and the Park to encourage public understanding, appreciation and enjoyment of the Park and its history;
- Support and enhance the continued use of the Park as a public space;

- Create opportunities for Indigenous place-making and naming of features, sites and places within the Park to acknowledge Tsleil-Waututh Nation’s cultural identity;
- Explore interests, opportunities and challenges with respect to joint stewardship and restoration projects within the Park such as the development of clam gardens, removal of invasive species, sustainable cultivation and harvesting of medicinal plants within the Park by Tsleil-Waututh Nation for cultural purposes and expansion of existing programs such as the Department of Fisheries and Oceans Beachkeeper program;
- Identify opportunities for the use of the Bole House area and surrounding landscape (e.g., educational opportunities).

Funding

- Exploring opportunities for establishing a Belcarra Regional Park Cultural Planning and Co-operation Agreement Implementation Fund.