

PROTOCOL AGREEMENT

THIS AGREEMENT dated for reference the 16 day of JULY, 2018

BETWEEN:

LIL'WAT NATION
P.O. Box 602, 321, I.R. No. 10. Mount Currie, BC, V0N 2K0
("Lil'wat Nation")

AND:

SQUAMISH NATION
320 Seymour Blvd, North Vancouver, BC, V7J 2J3
("Squamish Nation")

AND:

RESORT MUNICIPALITY OF WHISTLER
4325 Blackcomb Way, Whistler, BC, V0N 1B4
("RMOW")

(the "Parties")

WHEREAS:

- A. The RMOW is a municipal corporation under the *Resort Municipality of Whistler Act, Local Government Act, Community Charter* and other authorities of British Columbia having jurisdiction in respect of matters delegated to it by the Province of British Columbia;
- B. The Lil'wat Nation is a First Nations government that asserts Aboriginal rights and title over the lands and waters that fall within the RMOW municipal boundary;
- C. The Squamish Nation is a First Nations government that asserts Aboriginal rights and title over the lands and waters that fall within the RMOW municipal boundary;
- D. The Squamish and Lil'wat Nations have formalized their relationship towards their mutual interests in land stewardship through a historic Protocol Agreement dated March 22, 2001;
- E. The Parties are committed to reconciliation, as defined by the Truth and Reconciliation Commission of Canada as, "establishing and maintaining a mutually respectful relationship between Aboriginal and non-Aboriginal peoples in this country". In order for that to happen, there has to be awareness of the past, acknowledgement of the harm that has been inflicted and a willingness to take the steps necessary to follow a path forward defined by collaboration and respect;

- F. The Parties each have distinct governance authorities and responsibilities towards their residents and members, and acknowledge that the interests of all persons living in the communities are best served by the Parties working together in the spirit of reconciliation and cooperation to achieve mutual benefits;
- G. The Parties seek to work together and support each other, guided by common values and mutual interests;
- H. The Parties want to enhance First Nations cultural awareness in the RMOW and work collaboratively to support and benefit from the tourism economy;
- I. The Parties recognize that building stronger government-to-government relationships will help create a level of certainty for their respective communities and ensure an important dialogue to improve the quality of life for the greater community of all residents; and
- J. The Parties wish to enter into an agreement with the intention and desire to establish cooperative relationships for the purpose of sharing information, improving communications, addressing specific issues of mutual interest, and raising awareness and understanding of the Lil'wat Nation, the Squamish Nation and the RMOW.

NOW THEREFORE the Parties agree as follows:

PRINCIPLES OF COOPERATION

- 1. The Parties will meet regularly to promote and encourage open and constructive dialogue based on mutual trust, honesty and respect.
- 2. The Parties will at all times approach the work contemplated by this Protocol in such a manner as to ensure that each acquires and maintains a full understanding of the others' public initiatives, governing structures, traditions, jurisdiction and responsibilities.

WORKING COMMITTEE

- 3. The Parties will establish a permanent Working Committee comprised of political representatives and staff members to foster the intent of this Protocol and to address issues of mutual interest, including the interests specified in paragraph 8, in accordance with the work plans as the Parties may establish.
- 4. The Parties will meet at least once each calendar year, or more frequently as required, with the first meeting to take place within sixty (60) days of the signing of this Protocol.
- 5. Each Party will notify the other Parties in writing of the names and positions of its Working Committee members and from time to time will notify the others in writing of any changes in such appointments.
- 6. The duties and responsibilities of the Working Committee are to:

- (a) prioritize, develop and recommend specific projects to the respective elected Council;

- (b) establish technical committees and/or working groups to undertake specific projects as required;
 - (c) identify sources of funding and other resources required to undertake specific projects;
 - (d) share information of mutual interest; and
 - (e) respect the views and authority of each of the Parties.
7. The Parties' representatives will also meet from time to time on an *ad hoc* basis to deal with issues outside the scope of the current work plan that are of mutual interest, and for that purpose a Party may initiate a meeting by contacting the principal appointed officers of the other Parties. Each of the Parties agrees to acknowledge such initiatives in a timely way, and to assign staff or other representatives to meet with the representatives of the other Parties to deal with the issue to the extent that staff and other resources reasonably permit.

KEY AREAS OF MUTUAL INTEREST

8. The Parties agree to work together on the following key interests and such other interests as may be identified from time to time:
- 1. intergovernmental coordination;
 - 2. land use planning and management;
 - 3. culture and heritage protection;
 - 4. economic development;
 - 5. environmental protection;
 - 6. shared and reciprocal services;
 - 7. capacity building;
 - 8. sustainable healthy communities;
 - 9. tourism;
 - 10. housing initiatives;
 - 11. transportation initiatives;
 - 12. appropriate engagement practices/ engagement protocol; and
 - 13. the development and maintenance of good working relationships.

COMMUNICATION

9. The Parties acknowledge that the success of these government-to-government relationships will hinge upon open and transparent communications based on trust, respect and mutual understanding.
10. Each of the Parties acknowledges that information provided to the other Parties in the course of activities contemplated by this Protocol may be subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia).
11. In cases where a Party wishes to provide information to the other Parties in expectation of confidentiality, it may so indicate and the other Parties will, acting reasonably, accept and hold such information in confidence to the extent permitted by law.
12. The Parties will seek to ensure appropriate communication practices are followed to increase the opportunities for collaborative decision-making on areas of common interest on provincial Crown lands.

TERMS OF AGREEMENT

13. This Protocol shall take effect upon the adoption of authorizing resolutions by each respective Council.
14. The Parties recognize that this Protocol is a living document and may be subject to amendment from time to time by mutual agreement. The amendments must be in writing and authorized by resolution of each respective Council.
15. This Protocol will remain in effect unless terminated by a Party by providing sixty (60) days' notice in writing, to be delivered by hand, facsimile or registered mail requiring acknowledgement on delivery.

EFFECT OF AGREEMENT

16. This Protocol does not in any way fetter, limit or restrict the legislative jurisdiction of the respective Councils nor does it commit a Party to any obligation not specifically set out herein.
17. This Protocol does not affect any Aboriginal right, title or interest of the Lil'wat Nation or Squamish Nation.
18. This Protocol does not create any rights or legal obligations between the Parties.

ADDRESS FOR SERVICE

Lil'wat Nation at:
P.O. Box 602
Mount Currie, BC, V0N 2K0
Fax: 604-894-6841

Attention: Chief of the Lil'wat Nation

Squamish Nation at:

320 Seymour Blvd,
North Vancouver, BC, V7J 2J3

Fax:

Attention: Co-Chairs of Squamish Nation Council

RMOW at:

4325 Blackcomb Way
Whistler, BC, V0N 1B4

Fax: 604-935-8109

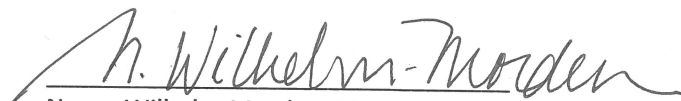
Attention: Mayor of the RMOW

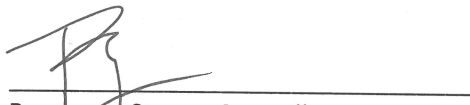
IN WITNESS WHEREOF the Parties have hereunto affixed their signatures as of the day and year first written above.

LIL'WAT NATION

RESORT MUNICIPALITY OF WHISTLER


Dean Nelson, Chief


Nancy Wilhelm-Morden, Mayor


Rosemary Stager, Councillor


Mike Furey, Chief Administrative Officer

SQUAMISH NATION


Joshua Joseph, Councillor
