MEMORANDUM OF UNDERSTANDING

This Agreement, made on the 15th day of November, 1956.

BETWEEN: The Matsqui First Nation as represented by its duly constituted Band Council, of P.O. Box 10, Matsqui, British Columbia, V4X 3R2.

AND: The City of Abbotsford, a Municipality under the "Municipal Act" of the Province of British Columbia, having its Municipal Offices at 32315 South Fraser Way, Abbotsford in the City of Abbotsford, British Columbia, V2T 1W7; (hereinafter called the "Permittee")

OF THE SECOND PART

WHEREAS: The Permittee has applied to use and occupy a portion of the Matsqui Indian Reserve No. 2, (hereinafter called the "reserve") in the Province of British Columbia for the purpose of a Dyke and Wilderness Trail,

THEREFORE: The Band agrees to allow the Permittee on to the Reserve for the above stated purposes only and within the boundaries of the dyke area and the Wilderness Trail (also referred to as the permit areas) as shown on the map attached to this Agreement subject to the following terms and conditions:

DYKE PERMIT

1. That the Permittee will be allowed access to the dyke and municipal buildings for normal and routine maintenance work and in emergency situations. Where major maintenance works, such as regrading or fencing of the dyke, is to take place, at least one week's written notice will be provided to the Band. The Band may waive the notice requirement and/or may request:
that a written report be submitted within ten days by the Permittee on any of the activities carried out on the dyke.

2. That at any time when the Dyke area is no longer required for the purposes of a dyke that this permit will cease and have no further effect and all interests vested in the Permittee by virtue of this Agreement will revert back to the Band.

3. That the Permittee shall exercise its rights under this Agreement in a reasonable manner so as to minimize inconvenience to the residents or other occupants of the Matsqui Indian Reserve and which minimizes damage to the Dyke area.

4. That the Permittee is not allowed at anytime to build any new structures of any kind in the Dyke area without the prior written consent of the Band Council. Approval for the additions or improvements to existing facilities which are required for normal drainage and dyking protection will not be unreasonably withheld.

The Dyke area referred to in Sections 1 to 4 is the area covered by a Plan of Dyke Right of Way No. 59307.

**Trail Permit**

"The Wilderness Trail, or trail, referred to in Sections 5 to 24 is a 20-foot wide strip of land, 10 feet on each side of the reference points as surveyed and mapped on a Plan of Proposed Extension of the Matsqui Trail over part of Matsqui Reserve No. 2, prepared by W.M. Griffiths and Assoc., B.C. Land Surveyor, and completed on March 15, 1995. The travelled portion of the trail shall be 10 feet in width, with fencing as required and a 5-foot shoulder on each side."

5. That the trail will at all times be used as a non-profit Wilderness Trail only unless a license has been obtained from the Band and that no motored vehicles will be allowed on the trail at any time including cars, trucks, or motor bikes, except as required for maintenance and ground clean-up of the trail.
6. That the Permittee will save harmless and indemnify the Band for any loss or injury to anyone who uses the trail for any purpose.

7. That the Permittee will place and maintain a sign at any entrance of the trail that reads: "You are now entering Matsqui First Nation lands. The trail is for personal use only. Please stay on the trail and do not wander beyond the boundary fence line. No smoking or littering please. Matsqui First Nation is not responsible for any injuries, loss or accidents arising out of the use of the trail.

AND

That such sign shall be placed at any entrance to the trail of the Matsqui Reserve as shown on the attached map.

8. That the Permittee shall erect and maintain a boundary fence that clearly marks the boundary of the Wilderness Trail.

9. The Permittee agrees to maintain at its own cost with one or more companies satisfactory to the Band, Comprehensive General Liability Insurance in the joint names of itself and the Band in a form satisfactory to the Band against claim for personal injury, death or property damage occurring on or above the Permit Area such Insurance to afford protection to the limit of one million Dollars ($1,000,000.00) or to such limit as may be set from time to time by the Band in writing.

10. To send to the Band certificates evidencing every policy of insurance which it has covenanted to take out immediately after the certificates of insurance are issued and covenants further to send a Certificate of Renewal to the Band at least five (5) days before the expiry of any policy in force or other evidence satisfactory to the Band that the insurance as a fee payable forthwith with interest at the prevailing Chartered Banks' prime rate until fully paid.

11. To release the Band and Her Majesty, their heirs, successor and assigns, from all liability for damage caused by any of the perils
against which it has covenanted to insure, and the Permittee covenants to indemnify and save harmless the Band and Her Majesty against and from all actions, claims and demands whatsoever relating to such damage.

12. The Permittee shall not assign, transfer or otherwise encumber the rights hereby granted without the written consent of the Matsqui Band Council.

13. The Permittee shall, in exercising the permit rights and carrying out its obligations under the permit, observe, fulfill and comply with all relevant and applicable laws, by-laws, directions, orders, and regulations of all federal, provincial or municipal governments and statutory bodies, including, without limiting the generality of the foregoing, those of the Band, and Permittee shall not commit nor suffer any breach thereof to committed on the permit areas.

14. The Permittee shall not commit or permit the commission of any voluntary waste, spoilage or destruction, nor dump rubbish or any other matter of an offensive nature anywhere on the permit areas except in such places and at such times as may be designated by the Band Council.

15. This permit may be revoked or cancelled for any valid reason by the Band Council if the Permittee is in default in the performance of any of the terms, conditions or covenants of this Agreement where such default is not rectified by the Permittee within thirty (30) days of the date of notice of such default from the Band Council to the Permittee.

16. The Band by Band Council Resolution dated the ___ day of ____, 19___ approved and consented to the terms and conditions hereinafter set out: and

17. The Council of the City of Abbotsford by resolution passed on the ________ day of __________, 19___ has authorized the Permittee to enter into the Memorandum of Understanding.

18. Nothing contained or implied hereunder shall prejudice or affect
the rights and powers of the Band in the exercise of it functions
under any federal statutes, by-laws, orders and regulations, all of
which may be fully and effectively exercised as if this Agreement
had not been executed.

19. This Agreement shall not be construed so as to prejudice or in
any way affect the Band's interest in and over the permit areas
or provide, in any manner whatsoever, the Permittee with any
jurisdiction it otherwise does not have, over the permit areas.

20. This Agreement may be amended at any time by consent of
both parties.

21. Wherever in this Agreement it is required or permitted that
notice or demand be given or served by either party to the
other, such notice or demand shall be given and served in
writing and hand delivered or forwarded by registered mail to
the address as set out on the first page of this agreement or that
such address the parties may from time to time advise each
other in writing.

22. Nothing in this Agreement shall be construed to mean that the
Band has in any manner relinquished or given up any more than
a right to enter and use the permit areas.

23. That this permit is valid for as long as the Permit areas are
required for the purpose of a Dyke and Wilderness Trail until
the parties mutually agree to the termination of this Agreement.

24. That if any employment opportunities arise through either the
development or the maintenance of the Dyke or Trail, that the
Band be given first (1st) opportunity to employ its Band
members for same.

In Witness wherefore the duly authorized representative of the Band have
hereunto set their hands and seals and the Permittee has hereunto affixed
its corporate seal, attested by the hands of its officers duly authorized in
that behalf, the day and year first above written.
The Corporate Seal of the City of Abbotsford was hereunto affixed in the presence of:

Name: **Stanley Wong**
Address: STANLEY WONG (Commissioner for the City of Abbotsford for British Columbia)
.EventArgs: 16511 South Fraser Way
Occupation:  Abbotsford BC V4X 1W7
Ph: 604-531-3274

Signed, sealed and delivered by the COUNCIL OF THE MATSQUI FIRST NATION in the presence of:

Name: **Tracy Barr/Secretary**
Address: 31989 Harris Road
Matsqui BC V4X 3Z9
Occupation: Secretary for Matsqui First Nation

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(Mayor) **George Ferguson**
(Mayor)

(Chief) **Pamela O'Hogain Strong, C.M.C**
(City Clerk)

(Chief) **Lyle Begbie**
(Councillor)

(Chief) **Jean Quade**
(Councillor)
ASSIGNMENT OF PORTION OF
MEMORANDUM OF UNDERSTANDING
AND CLARIFICATION AGREEMENT

THIS AGREEMENT, made on the 3rd day of January, 1996.

AMONG:

THE CITY OF ABBOTSFORD, a Municipality under the Municipal
Act of British Columbia, with an office at 32315 South Fraser Way,
Abbotsford, British Columbia, V2T 1W7

(hereinafter referred to as the “City”)

OF THE FIRST PART

AND:

GREATER VANCOUVER REGIONAL DISTRICT, incorporated
by Letters Patent under the Municipal Act of British Columbia, with an
office at 4330 Kingsway, Burnaby, British Columbia, V5H 4G8

(hereinafter referred to as the “GVRD”)

OF THE SECOND PART

AND:

THE MATSQUI FIRST NATION, represented by its duly constituted
Band Council, of P.O. Box 10, Matsqui, British Columbia, V4X 5R2

(hereinafter referred to as the “Band”)

OF THE THIRD PART

WHEREAS

A. By a portion of the Memorandum of Understanding, comprising sections 5 to 24, dated August 1, 1995, and made between the Band of the one part and the City of the other part, (hereinafter called the “Memorandum”, a copy of which is annexed hereto as Schedule “A”), the said Band agreed to permit the city as permittee to use and occupy certain premises (the “Wilderness Trail”) comprising an area of a 20-foot wide strip of land, 10 feet on each side of the reference points as surveyed and mapped on a Plan of Proposed Extension of the Matsqui Trail over part of Matsqui Reserve No. 2, prepared by W.M. Griffiths Assoc., B.C. Land Surveyor, and completed on March 15, 1995, and as amended from time to time by mutual agreement of the parties, for as long as the Wilderness Trail is required or until the parties mutually agree to the termination of the Memorandum and it was agreed that the said Memorandum should contain the covenants and conditions specified in the said Memorandum;

B. The City has agreed with the GVRD for the assignment to it of the benefit of the said Memorandum at the price of $10.00.
1. In consideration of the sum of $10,00 paid by the GVRD to the City (the receipt and sufficiency of which is hereby acknowledged), the City hereby assigns to the GVRD, effective the _3_ day of June, 1996, sections 5 to 24 of the said Memorandum, and all the benefit thereof to have unto the GVRD absolutely.

2. The City hereby covenants with the GVRD that the City has not done or knowingly suffered any act or thing whereby it is prevented from assigning sections 5 to 24 of the said Memorandum, in manner aforesaid.

3. The GVRD with the object and intention of affording the City a full and sufficient indemnity hereby covenants with the City to perform and observe all the covenants and conditions in the said Memorandum, comprising sections 5 to 24, expressed or referred to and on the part of the City to be performed and observed.

CONSENT

The Band hereby consents to the assignment of sections 5 to 24 of the said Memorandum, from the City to the GVRD.

CLARIFICATION AGREEMENT

The following confirms the understanding of the City, GVRD and the Band regarding a portion of the said Memorandum:

1. GVRD will construct, maintain, manage and operate the Wilderness Trail for use by the public at large. The trail will at all times be used as a non-profit Wilderness Trail only, unless a license has been obtained from the Band and no motorized vehicles will be allowed on the trail at any time including cars, trucks or motor bikes, except as required for maintenance and ground clean up of the trail. GVRD will seek partnerships with the City of Abbotsford, trail user groups and other stakeholders to achieve these objectives. The GVRD will have the authority to patrol and enforce its rules, regulations and policies with respect to the use of the Wilderness Trail.

2. With respect to paragraph 6 of the Memorandum, GVRD agrees to save harmless and indemnify the Matsqui First Nation for any loss or injury to anyone who uses the trail for any purpose, save and except Band negligence or wilful acts.

3. With respect to paragraph 9 of the Memorandum, GVRD agrees to maintain at all times a fund and/or insurance of not less than $1,000,000 to finance liability claims. The Greater Vancouver Housing Corporation, the Greater Vancouver Regional Hospital District, the Greater Vancouver Sewerage and Drainage District and the Greater Vancouver Water District also participate in this fund.

4. With respect to paragraph 11 of the Memorandum, GVRD agrees to its contents, save and except negligence and wilful acts.

5. With respect to paragraph 15 of the Memorandum, it is agreed that the permit may be revoked or cancelled by the Band council only if the permittee is in default in the performance of any of the terms, conditions or covenants of the Memorandum and only when such default is not rectified by the permittee within 30 days of date of notice of such default.
IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written by affixing their respective corporate seals under the hands of their proper signing officers duly authorized in that regard.

The Corporate Seal of the CITY OF ABBOTSFORD (Assignor) was hereunto affixed in the presence of:

Name:  
STANLEY WONG
Address:  Commissionaires for online Affidavits
32315 South Fraser Way
Abbotsford, BC V2T 1W7
Ph: 604-2381
Occupation:  

GEORGE F. ANDERSON
(Mayor)

MAYOR

T. O'HOGAN STRONG
(Clerk)

CITY CLERK

Signed, sealed—and delivered by the COUNCIL OF THE MATSQUI FIRST NATION (Band) in the presence of:

Name:  
Jodi Reid
Address:  31914 Elena Lane
Occupation:  Secretary/Bookkeeper

Michele Douglas
(Chief)

Joan Julian
(Councillor)

The Corporate Seal of the GREATER VANCOUVER REGIONAL DISTRICT (Assignee) was hereunto affixed in the presence of:

Name:  
Valerie Spence
Address:  #330 Cypress
Burnaby, BC
Occupation:  Clerk

GREATER VANCOUVER REGIONAL DISTRICT by its authorized signatories

P.A. Heron

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GRANT NARROWS REGIONAL PARK

Letter of Understanding

Between the Katzie First Nation and the Greater Vancouver Regional District

3 Wherever impacts on the Katzie First Nation rights and interests are identified by the Katzie and/or by GVRD the parties will commit to meet to discuss ways by which to avoid, mitigate or remedy such impacts. However, it is understood that such impacts identified through this process on lands and waters beyond the boundaries of Grant Narrows Regional Park do not necessarily imply any responsibility in whole or in part by GVRD.

4 GVRD’s redevelopment plan for Grant Narrows Regional Park will avoid the archaeological sites identified by the Katzie and responsible provincial agencies and GVRD. GVRD future plans will carefully consider how best to respect and draw on any newly identified archaeological resources in the Park.

5 GVRD will monitor the number of users and the visitor use patterns within Grant Narrows Regional Park and share this information with the Katzie First Nation and other agencies.

6 GVRD will work closely with Katzie First Nation to make visitors to Grant Narrows Regional Park more aware and respectful of Katzie’s traditional uses and continuing presence in the territory and their concern for wildlife protection. This will include such measures as collaboration on visitor information, interpretive projects, and signage.

7 The Katzie First Nation and GVRD may identify changing needs and interests with respect to Grant Narrows Regional Park. GVRD and Katzie First Nation agree to work cooperatively together in good faith to resolve issues arising from identification of such changing needs and interests for the future.

8 Both Katzie First Nation and GVRD support an inclusive approach to addressing recreation issues related to Pitt Lake watershed by involving local stakeholders and other agencies. GVRD commits to give consideration to becoming a participant in a locally based consultation process with the Katzie if Katzie implements such a process with formal approval of the other principal parties in treaty negotiations.

9 GVRD and the Katzie First Nation agree that they are making a commitment to consultative principles and to developing a long-term relationship: and that by this Letter of Understanding GVRD will be actively discharging its responsibilities to work in good faith with the Katzie First Nation.

GVRD will convey the spirit of this agreement to other government agencies.

this Letter of Understanding the 10th day of December 1997.

GREATER VANCOUVER REGIONAL DISTRICT

Signed by: Councillor George Pull, Chair GVRD Board of Directors

Witnessed by: Councillor Gayle Martin, Chair GVRD Park Committee
Whereas.

The GVRD (Parks Department), hereinafter called GVRD, leases and manages Crown land forming part of the Pitt-Addington Marsh Wildlife Management Area for Grant Narrows Regional Park (also referred to as the ‘Park’) and wishes to redevelop and upgrade operation of the existing Park for improved public use and enjoyment.

The Park is in the immediate vicinity of two ancestral villages of the Katzie First Nation and is within the traditional territory identified by Katzie First Nation in their Statement of Intent which has been accepted by the British Columbia Treaty Commission for negotiation of a treaty.

The Park is a key access point for recreationists to the Pitt Lake area;

The Parties agree that the rights and interests of Katzie and the rights and interests of GVRD in the development and management of the Park would best be addressed in a spirit of mutual respect and understanding according to mutually agreed upon principles. The parties agree that this Letter of Understanding is entered into without prejudice to treaty negotiations;

The following principles and understandings will guide development of a cooperative working relationship in the redevelopment and management of the Park, namely:

GVRD and the Katzie First Nation agree that it is their mutual intent that neither the immediate or long-term aboriginal rights of the Katzie First Nation should be jeopardized by the redevelopment and management of Grant Narrows Regional Park by GVRD, nor that GVRD’s rights and abilities to occupy and operate the Park should be impaired by this Letter of Understanding.

GVRD is prepared to work with Katzie First Nation to inform itself of the nature and extent of Katzie’s rights and interests affected by GVRD’s redevelopment of Grant Narrows. The Katzie First Nation will cooperate fully with GVRD in this undertaking. This effort will involve GVRD working with Katzie First Nation, Ministry of Environment Lands and Parks, District of Pitt Meadows and any other agreed upon stakeholders to review existing and future recreation opportunities and their impacts within the Pitt River watershed, including protected areas such as Pitt-Addington Marsh Wildlife Management Area, Pitt Lake, Widgeon Marsh and Pinecone-Burke Provincial Park. GVRD is willing to assign staff representatives to participate on a proposed steering committee comprised of Katzie, government agencies, interest groups and residents to coordinate planning and management of recreational use of the Pitt Lake area and on task forces addressing specific issues, subject to necessary budget and staffing approvals approved by the GVRD Board of Directors.

In Witness Whereof the parties have exec

KATZIE FIRST NATION

Signed by: [Signature] Chief Diane Bailey

Witnessed by: [Signature] Councillor Rick Bailey
Cates Park/Whey-ah-Wichen
Protocol/Cultural Agreement

Between the District of North Vancouver
And the
Tsleil Waututh First Nation
(The Parties)

PREAMBLE:

Whereas:

• The Tsleil Waututh First Nation (Tsleil Waututh) and the District of North Vancouver (the District) are desirous of having an open and co-operative relationship with one another;

• Cates Park/Whey-ah-Wichen is a place of aboriginal cultural and spiritual significance to the Tsleil Waututh, cultural significance to the District, and a place of historical and recreational significance to both Parties;

• The District and Tsleil Waututh wish to protect and enhance the natural and cultural environment in Cates Park/Whey-ah-Wichen for the enjoyment of present and future generations;

• The District and Tsleil Waututh are respectful of their common and diverse interests and wish to co-operate with one another concerning the planning and management of Cates Park/Whey-ah-Wichen.

1.0 PURPOSE:

.1 This Agreement describes and commences a new relationship between the Parties regarding their respective interests in Cates Park/Whey-ah-Wichen.

.2 This document is not a binding, legally enforceable agreement, but is intended by the parties to be a Protocol/Cultural Agreement ("the Agreement") to carry out the principles of the Preamble.
2.0 **OBJECTIVES:**

2.1 The objectives of this Agreement are as follows:

a) to encourage public understanding, appreciation and enjoyment of Cates Park/Whey-ah-Wichen and its aboriginal and non-aboriginal history;

b) to acknowledge and re-establish the aboriginal cultural identity of the Tsleil Waututh in Cates Park/Whey-ah-Wichen;

c) to provide opportunities for community participation in the development of a Master Plan for Cates Park/Whey-ah-Wichen;

d) to identify and promote/encourage economic opportunities for Tsleil Waututh in Cates Park/Whey-ah-Wichen in a manner that is acceptable to and that benefits both Parties. The benefits to the District may be monetary or non-monetary as the Parties may agree;

e) to encourage timely and meaningful communication between the Parties with respect to activities in Cates Park/Whey-ah-Wichen, particularly those activities which might have an impact on areas of spiritual or cultural significance to the Tsleil Waututh;

f) to support and enhance the continued use of Cates Park/Whey-ah-Wichen as a public community park and continue to provide for the ongoing holding of community festivals, picnics and events;

g) through a joint process of the Parties, provide for the planning, management and operation of Cates Park/Whey-ah-Wichen in a manner that supports the objectives described above;

h) to commit the Parties, as a matter of priority, to proceed with a foreshore erosion protection plan, for that area of Cates Park/Whey-ah-Wichen that is acceptable to the Parties;

i) to proceed with future initiatives according to the following target timeline:

<table>
<thead>
<tr>
<th>Initiative</th>
<th>Target Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cultural Interpretation Plan</td>
<td>2001 - 2002</td>
</tr>
</tbody>
</table>
2. Joint Master Plan 2001 - 2003
3. Specific Economic and Tourism Opportunities 2001 - 2003

3.0 CATES PARK/WHEY-ah-WICHEN JOINT COMMITTEE

3.1 In order to accomplish the objectives of this Agreement, the Parties will establish a Joint Committee as soon as practicable following the signing of this Agreement.

.1 The Joint Committee will perform the following functions,

a) initiate and develop a Cultural Interpretation Plan for Cates Park/Whey-ah-Wichen that is consistent with Section 5 of this Agreement;

b) consult with the appropriate advisory groups prior to completing the Cultural Interpretation Plan;

c) recommend the Cultural Interpretation Plan to the Parties for review and approval;

d) make recommendations to the Parties with respect to the initiation and development of a Master Plan. The Master Plan process will encourage and provide for the participation of the appropriate advisory groups and the broader public;

e) develop a strategy for the integration of the Cultural Interpretation Plan into the Master Plan;

f) make recommendations for the implementation of the Master Plan including any related planning options as may be necessary;

g) review and make recommendations regarding annual management plans;

h) pursuant to 2.1(d) and section 7, identify specific economic and tourism opportunities for Tsleil Waututh in Cates Park/Whey-ah-Wichen in a manner that will benefit both Parties. The Joint Committee will report on, and provide recommendations to, the Parties concerning their findings;

i) make recommendations for the initiation of, and develop terms of reference for, any archaeological assessments or research projects that may be undertaken;
j) subject to 4.1(b), review contracts and contract proposals directly relating to Cates Park/Whey-ah-Wichen;

k) review and approve the official public release by the Parties of materials, publications and presentations relating to historical and cultural interpretations in Cates Park/Whey-ah-Wichen;

l) make recommendations to the Parties on the foreshore erosion protection plan for that area of Cates Park/Whey-ah-Wichen that is referred to in section 2.1(h);

m) make recommendations to the Parties on any further erosion protection works that may be desirable;

n) undertake such other duties as may be agreed to by the Parties;

4.0 JOINT COMMITTEE MEMBERSHIP and REPORTING

4.1 The Joint Committee will:

a) consist of two representatives appointed by the District and two representatives appointed by the Tsleil Waututh;

b) develop and submit to the Parties for approval, internal operating procedures relating to matters including but not limited to conflicts of interest policies and procedures that require, among other things, declarations by Committee members of direct or indirect pecuniary interest relating to contracts and contract proposals;

c) develop and submit a workplan(s) to the Parties for approval, in respect of those activities described in Part 3;

d) be chaired alternately by one representative from the District and one representative from the Tsleil Waututh, as determined by the joint committee;

e) operate on the basis of consensus to the extent possible;
5.0 CULTURAL INTERPRETATION PLAN

The Cultural Interpretation Plan will include the following projects or components:

a) the integration of archaeological assessment reports

b) planning options to enhance the identity and use of Cates Park/Whey-ah-Wichen in a manner consistent with its cultural and spiritual significance to the Tsleil Waututh;

c) planning options to enhance the identity and use of Cates Park/Whey-ah-Wichen in a manner consistent with its cultural significance to the District;

d) consistent with 5.1(a), a protocol to address activities that may have an impact on recognized and identified areas of spiritual and cultural significance to the Tsleil Waututh;

e) consistent with the archaeological assessment(s) and planning options described above, a strategy to address:

i) the replacement or enhancement of park signs and interpretative material;

ii) the replacement of the totem poles;

iii) the restoration or replacement of the Salish canoe;

iv) the construction of a canoe shed.

f) an estimate of the costs associated with each component of the Cultural Interpretation Plan.

6.0 CULTURE AND HERITAGE

5
1. Tsleil Waututh own all Tsleil Waututh ethnographic heritage resources in Cates Park/Whey-ah-Wichen as established through archival, archaeological, anthropological, toponymic and oral history research and sources not including the park land itself;

2. The District and the Joint Committee will work co-operatively with Tsleil Waututh to identify Tsleil Waututh ethnographic heritage resources in Cates Park/Whey-ah-Wichen;

3. The Joint Committee will maintain a list of ethnographic heritage resources and, in co-operation with the Tsleil Waututh, update the list from time to time;

4. The Tsleil Waututh has the exclusive authority over the following matters in Cates Park/Whey-ah-Wichen:
   a) the use of Tsleil Waututh language;
   b) the provision of Tsleil Waututh place names;
   c) the interpretation and depiction of the Tsleil Waututh history and traditional land use as known through archival, archaeological, anthropological, toponymic and oral history research and sources.

5. The District will not disclose information about Tsleil Waututh’s heritage site areas and ethnographic resources in Cates Park/Whey-ah-Wichen to persons other than employees or agents of the District who require the information to carry out their responsibilities. Those employees or agents who obtain such information will maintain and respect the confidentiality of that information;

6. The Parties will work together to ensure the conservation and protection of Tsleil Waututh ethnographic heritage resources in Cates Park/Whey-ah-Wichen.

7.0 ECONOMIC OPPORTUNITIES

1. Subject to section 2.1(f) the Parties will work together to facilitate participation in the operation and maintenance of Cates Park/Whey-ah-Wichen by Tsleil Waututh.

2. The Tsleil Waututh Nation will have exclusive opportunity for economic initiatives that contain a Tsleil Waututh cultural component.
.3 Where appropriate, and, as agreed to by the Parties, economic activities will contain an aboriginal cultural component consistent with the historical and cultural identity of Cates Park/Whey-ah-Wichen.

.4 Subject to available resources, Tsleil Waututh will construct a canoe shed/interpretation long house in Cates Park/Whey-ah-Wichen as a basis for their cultural, eco-tourism initiatives.

.5 Details with respect to location, timing, dimensions and other matters related to the canoe shed/interpretation long house will be determined by the Parties as soon as practicable following the signing of this Agreement.

8.0 FUNDING

.1 The Parties will work together to address funding and appropriate cost sharing issues as they arise. All projects and initiatives identified in this Agreement are subject to funding being available.

9.0 DISPUTE RESOLUTION

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

.2 The Parties will employ negotiation, conciliation or mediation, and to resolve disputes;

.3 The Joint Committee will employ negotiation, conciliation or mediation, to resolve any disputes arising from their activities and deliberations prior to referring the matter to the Parties for resolution;

.4 In the event that a dispute arises with respect to First Nation cultural issues from other than the Parties, the matter will be referred first to the Tsleil Waututh for resolution prior to being dealt with by the Parties.

10.0 GENERAL

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

.2 This Agreement will remain in effect until December 31, 2005 or until replaced by the Parties with a successor Agreement;
.3 Notwithstanding section 10.2, this Agreement may be terminated by either Party on six (6) months written notice to the other Party stating the reason for the termination;

.4 The Parties will review the Agreement annually, with the Joint Committee, to ensure that its objectives continue to be met;

.5 This Agreement does not abrogate or derogate from any existing aboriginal rights, titles or interests of the Tsleil Waututh;

.6 This Agreement does not abrogate or derogate from any existing rights, titles or interests of the District.

Dated The Thirtieth Day Of March, Two Thousand And One

__________________________  ________________________________
Don H. Bell                    Leonard George
MAYOR                          CHIEF
District of North Vancouver    Tsleil Waututh First Nation
Cates Park/Whey-ah-Wichen Protocol/Cultural Agreement

LIST OF SCHEDULES

Schedule A: Completed or substantially completed initiatives:

1. Communication Letter of Understanding
2. Archaeological Overview Assessment
3. Finalization of the Cates Park/Whey-ah-Wichen Cultural Agreement

Schedule B: Glossary of Terms:

Anthropology:
The systematic study of humanity from the earliest times to the present. It deals with the origins, physical and cultural development, biological characteristics, and social customs and beliefs of humankind, and includes disciplines of archaeology, ethnography, linguistics, and physical anthropology.

Archaeology:
The scientific study of historic or prehistoric peoples and their cultures by the recovery and analysis of their material remains, such as artifacts, features, human skeletons, and plant and animal refuse.

Ethnography:
The descriptive study of an individual culture through interviews and interaction with contemporary members of that culture.

Etymology:
The study of the historical linguistic changes to particular words or word elements. It may include an account of the origin of that culture.

Toponymy:
The study of place names. This study may include an analysis of the use of each place, as well as, the origins and the meaning of each name.

Abrogate:
To abolish by authoritative action; also: to treat as non-existent.