

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:

<u>Initiative</u>	<u>Target Timeline</u>
1. Cultural Interpretation Plan	2001 - 2002

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| 2. Joint Master Plan | 2001 - 2003 |
| 3. Specific Economic and Tourism Opportunities | 2001 - 2003 |
| 4. Sign/Display Replacement and Restoration | 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;

- f) establish internal procedures including but not limited to:
 - i) meeting locations;
 - ii) involvement of technical or other personnel.

5.0 CULTURAL INTERPRETATION PLAN

- .1 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

- .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
MAYOR
District of North Vancouver

Leonard George
CHIEF
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.