



***Relationship Protocol Agreement***

***Between the***

***Tsleil-Waututh Nation/səlilwətaʔ***

***And***

***District of North Vancouver***

***(the Parties)***

***2022***

***Tsleil-Waututh Nation-The District of North Vancouver  
Relationship Protocol Agreement***

*Dated for reference: October 12, 2022 (the “Effective Date”)*

***BETWEEN:***

***DISTRICT OF NORTH VANCOUVER***

***(“the District”)***

***AND:***

***TSLEIL-WAUTUTH NATION/səlilwətał***

***(“Tsleil-Waututh Nation”)***

***(collectively the “Parties” and each a “Party”)***

***WHEREAS:***

- 1) Tsleil-Waututh Nation, an Indigenous government, holds Aboriginal rights, title, and interests within its Tsleil-Waututh Nation Territory, are environmental and cultural stewards of the Territory, and dedicated to enhancing the wellbeing of its lands, waters, culture, and Tsleil-Waututh Nation members. Tsleil-Waututh has not ceded surrendered or relinquished Aboriginal title or rights to any of its Territory;
- 2) The District is a municipality with governance authorities as set out in Provincial legislation;
- 3) As a local government, the District recognizes its role in fostering government to government relationships with Indigenous communities that are built on mutual recognition, honesty, and respect and undertaking reconciliation at the community level;
- 4) Tsleil-Waututh Nation and the District agree to work together to explore and discuss how the municipal-specific Truth and Reconciliation Calls to Action, the United Nations Declaration on the Rights of Indigenous Peoples, and the Provincial Declaration on the Rights of Indigenous People’s Act, can be implemented at the municipal level as a framework for moving towards true and lasting reconciliation;
- 5) Tsleil-Waututh Nation and the District have mutual interests and shared objectives including enhancing the wellbeing of their respective communities, shared environments and economies;
- 6) Tsleil-Waututh Nation and the District are further building and strengthening a working relationship based on mutual respect and trust; and
- 7) Tsleil-Waututh Nation and the District recognize that much has changed since the first Protocol Agreement was adopted in 2007 and wish to further strengthen their relationship by renewing and refreshing this Relationship Protocol Agreement (the “Agreement”).

***Now therefore the Parties agree as follows:***

**1.0 PURPOSE:**

1.1 The purpose of this Agreement is to continue the co-operative relationship that exists between the Parties and to pursue initiatives of common interest.

**2.0 AREA OF APPLICATION:**

2.1 This Agreement applies to that area of the District that is within the area identified by Tsleil-Waututh Nation and the Province as Tsleil-Waututh Nation's Traditional Territory, as shown on the "TWN Consultation Area Map" attached in "Schedule B".

**3.0 DEFINITIONS**

3.1 In this Agreement:

- a) "Councils" means the duly elected representatives of the Parties;
- b) "Relationship Working Group" means the staff working group established under this Agreement, consisting initially, but not limited to, the Chief Administrative Officers of each Party; and
- c) "Technical Committees" mean the specific staff committees created by the Relationship Working Group under this Agreement.

**4.0 VALUES, PRINCIPLES AND OBJECTIVES**

4.1 The Parties recognize their relationship on a government-to-government basis. The District acknowledges that Tsleil-Waututh Nation has a distinct language, culture, history, and identity and has used and occupied the lands within its Traditional Territory since time immemorial. Tsleil-Waututh Nation acknowledges that many people now live on these lands and the District has responsibilities toward these people within its boundaries. The Parties acknowledge that they share many of the same values.

4.2 The Parties both agree to follow a set of principles in conducting work together in order to strengthen these shared values and succeed in the objectives set out in this Agreement. These principles include:

- a) Trust
- b) Recognition
- c) Fairness
- d) Respect
- e) Transparency
- f) Open and extensive dialogue
- g) Collaboration

4.3 Therefore, the objectives of this Agreement are:

- a) to continue to strengthen an effective government-to-government working relationship between the Parties and other agencies;

- b) to promote open communication, efficiency, and effectiveness in the working relationship between the Parties;
- c) to continue an ongoing policy level and technical level dialogue;
- d) to facilitate the establishment of potential processes, frameworks, and additional agreements, as they relate to the common interests identified in “Section 6”;
- e) to enable the Parties to secure the financial resources necessary to support their participation in the Agreement and the projects undertaken pursuant to this Agreement;
- f) to support joint initiatives that will support the Parties’ social and economic wellbeing, enhance cultural awareness, incorporate Indigenous and general community interests into land management, provide good governance structures, and share public administration capacity, where feasible; and
- g) to promote a good Council to Council relationship.

**5.0 LEADERSHIP:**

5.1 The Parties agree to the following leadership structure to support the purpose and implementation of the objectives of this Agreement:

5.2 Council to Council Forum:

- a) Councils will provide vision, policy, and strategic direction to the Relationship Working Group.
- b) The elected Councils will meet at least annually, and as required, to receive an update on the implementation of this Protocol and the specific initiatives undertaken thereto.
- c) Either Council may request a joint Council meeting to discuss an issue or issues of importance. The receiving Council will undertake to hold the joint Council meeting at the earliest opportunity.

5.3 Relationship Working Group:

- a) A Relationship Working Group will be established as the principal structure for implementing this Agreement.
- b) Each party will name two representatives from their respective staff to the Relationship Working Group and one alternate.
- c) The Relationship Working Group will meet quarterly, or as required, with the first meeting to take place within sixty (60) days of the signing of the Agreement.

5.4 The duties and responsibilities of the Relationship Working Group are:

- a) to prioritize, develop, and recommend specific projects or courses of action to the respective elected Councils;
- b) to implement the decisions of the elected Councils for the undertaking of specific projects and initiatives or courses of action;

- c) to track and monitor progress toward specific projects or courses of action as they relate to the initiatives of common interest, as described in “Schedule A”;
- d) to establish technical committees to discuss specific topics of mutual interest and undertake work together or courses of action as required; and
- e) to identify and secure financial and other resources required to undertake work together, initiatives and courses of action.

## **6.0 INITIATIVES OF COMMON INTERESTS:**

6.1 The following common interests have been identified and agreed upon by the Parties. Where appropriate, separate agreements may be entered into by the Parties bi-laterally or with other appropriate partners. Where such agreements or frameworks are entered into, reference may be added to the Agreement in the Appendix. The Parties are committed to working together on the following common interests where appropriate:

- a) Consultation, Engagement, and Information Sharing
- b) Protection and Promotion of Culture and Heritage
- c) Environmental Stewardship and Climate Action
- d) Community and Social Development, and Economic Collaboration and Prosperity
- e) Parks Planning, Management, and Community Recreation
- f) Infrastructure, Servicing, and Transportation
- g) Public Safety
- h) Land-Use Policies, Objectives, and Regulations
- i) General Administration, Governance, and Taxation
- j) Other Agreements, Legislation, and Regulations

## **7.0 FUNDING AND RESOURCES**

- 7.1 The Parties will assist each other in securing the resources necessary in initiating the implementation of this Agreement;
- 7.2 The Parties will make best efforts to secure resources from other agencies, foundations, non-government organizations, and the private sector to support the objectives of this Agreement; and
- 7.3 The Parties will make best efforts to ensure staff resources are available to implement this Agreement.

## **8.0 CONFIDENTIALITY**

- 8.1 If the Parties wish to share information being discussed and developed within the context of this Agreement outside of their internal organizations, they will communicate with each other prior to following through.

8.2 Subject to Federal and Provincial Freedom of Information and Protection of Privacy Legislation, the Parties agree to work together co-operatively to ensure that all private or confidential information or records that are shared between the Parties are kept private and confidential. The Parties will work cooperatively on responses to access for information requests that are received which affect the other Party.

### **9.0 DISPUTE RESOLUTION**

- 9.1 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;
- 9.2 The Parties will employ negotiation, conciliation or mediation, to resolve disputes; and
- 9.3 The Relationship Working Group will employ negotiation, conciliation, or mediation to resolve any disputes arising from their activities and deliberations prior to referring the matter to the Chief Administrative Officers (“CAO”) for resolution. If the CAOs are unable to resolve the matter, it may be referred to the respective Councils at the request of either Party.

### **10.0 GENERAL & DURATION**

- 10.1 This Agreement may be amended by written agreement of the Parties.
- 10.2 The Parties acknowledge and agree to revisit this Agreement to ensure it is reflective of the long-term and evolving relationship, as well as in accordance with current legislation and emerging practices.
- 10.3 Both Parties agree to an ‘evergreen’ approach, with rolling renewable 5 year terms, commencing on the Effective Date.
- 10.4 At least 6 months prior to the 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 or not. 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.
- 10.5 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.
- 10.6 This Agreement does not affect any or all Aboriginal rights, title, or interests of Tsleil-Waututh Nation.
- 10.7 This Agreement recognizes existing relationships between Tsleil-Waututh Nation and other partners and agencies of the District.

- 10.8 This Agreement does not prejudice or affect the District's rights, powers, duties, or obligations in the exercise of its functions pursuant to the Local Government Act and the Community Charter as amended from time to time.
- 10.9 This Agreement does not prejudice or affect Tsleil-Waututh Nation's rights, powers, duties, or obligations in the exercise of its functions pursuant to the Tsleil-Waututh Nation Land Code and Tsleil-Waututh Nation's Laws and Bylaws as amended from time to time.
- 10.10 For the purposes of this Agreement, notice shall be deemed received after being hand delivered or transmitted by email and sent to the attention of the following persons at their respective addresses:

to the District:

District of North Vancouver  
Attention: James Gordon, Municipal Clerk  
Telephone: 604 990 2207  
Email: gordonj@dnv.org

to Tsleil-Waututh Nation:

Tsleil-Waututh Nation (səlilwətał)  
Attention: Chief Jennifer Thomas  
Telephone: 604 929 3454  
Email: jthomas@twnation.ca

or to such other address or addresses as either Party may from time to time direct in writing.

- 10.11 The Agreement will remain in effect until replaced by the Parties with a successor agreement or terminated in accordance with section 11.6 .
- 10.12 This Agreement is a successor agreement and replaces the 2007 "Co-Operation Protocol Agreement."
- 10.13 This Agreement is in addition to any other agreements that already exist between the Parties. It is intended to indicate the Parties' intention to work co-operatively together to resolve issues of mutual concern. The Parties agree that it is not intended to be a legally binding agreement.

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

**TSLEIL-WAUTUTH NATION** (səlilwətał),  
by its authorized signatories:



Chief Jennifer Thomas



Ernie George, Chief Administrative Officer

**District of North Vancouver,**  
by its authorized signatories:



Mayor Mike Little



David Stuart, Chief Administrative Officer



## Appendix

### “Schedule A”

#### **Potential Initiatives of Common Interest**

The Parties are committed to working together on the following potential initiatives of common interest. Where appropriate, separate agreements may be entered into by the Parties bi-laterally or with other appropriate partners. Where such agreements or frameworks are entered into, reference may be added to the Agreement in the Appendix by mutual agreement. The following table includes common interests identified by the Parties as well as specific and initial steps that may be taken toward fulfilling the Parties’ intention to work co-operatively together and resolve issues of mutual concern. The development of the frameworks and work below should not hinder or impact current engagement and other activities taking place between the Parties.

| <b>Common Interest</b>                            | <b>Initial Objectives (Examples included for discussion)</b>   |
|---|--|
| Consultation, Engagement, and Information Sharing | <i>Example: The Parties will work collaboratively towards an open and thorough process of planning and information sharing. As part of this process, and as an early initiative, the Parties will work together to develop a comprehensive referrals framework. The Parties will continue to work together on referrals while the referrals framework is in development.</i>   |
| Protection and Promotion of Culture and Heritage  | <i>Example: The Parties will work to protect archaeological and cultural heritage resources within the District through the collaborative development of various strategies, plans, and programs, such as collaboration on the development of an Archaeological Overview Assessment, while ensuring compliance with the Heritage Conservation Act. A specific example would be collaborating on a shoreline erosion project in Whey-ah-Wichen/Cates park, to protect cultural heritage.</i><br><br><i>Example: The Parties will work to include Tsleil-Waututh Nation in events, festivals, art,</i> |

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|--|--|
|  | <p><i>and cultural recognition opportunities within the District. The Parties will explore opportunities for cultural awareness training and public education.</i></p>   |
| <p><b>Environmental Stewardship and Climate Action</b></p>                               | <p><i>Example: The Parties will work on and support each other on environmental stewardship and climate action initiatives of mutual interest.</i></p>   |
| <p><b>Community and Social Development and Economic Collaboration and Prosperity</b></p> | <p><i>Example: The Parties will continue to share opportunities for collaboration and mutual involvement in community and social development and economic growth facilitation, such as collaborating on joint-grant applications where appropriate.</i></p> <p><i>Example: The Parties support economic growth facilitation of their respective communities through working together on such initiatives as integrating Indigenous procurement policies into District procurement processes and identifying additional supporting economic opportunities.</i></p> <p><i>Example: The Parties agree to explore potential housing opportunities.</i></p> |
| <p><b>Parks Planning, Management and Community Recreation</b></p>                        | <p><i>Example: The Parties will explore opportunities to collaborate on parks and outdoor recreational planning initiatives, including cultural representation and place naming. Tsleil-Waututh Nation and the District have jointly developed and signed the renewed Whey-ah-Wichen/Cates Park Cooperation Agreement in Spring 2021.</i></p> <p><i>Example: The Parties will collaborate on the potential installation of a Longhouse at Whey-ah-Wichen/Cates park.</i></p>   |

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|---|---|
| <p>Infrastructure, Servicing, and Transportation</p>    | <p><i>Example: The Parties will, where appropriate, promote collaborative planning and implementation of integrated, multi-modal transportation services, and coordinated, resilient infrastructure and services. The District and Tsleil-Waututh Nation agree to be fair, act in good faith and proceed expeditiously on any servicing agreements or other projects that require the participation and/or agreement of the other Party.</i></p>  |
| <p>Public Safety</p>                                    | <p><i>Example: The Parties will work collaboratively to promote connections between public safety agencies (e.g., fire protection, emergency management, emergency services, spill response, law enforcement) to ensure that both communities are safe and supported and that services can be provided in a safe, efficient and timely manner.</i></p>  |
| <p>Land-use Policies, Objectives, and Regulations</p>   | <p><i>Example: The Parties agree to work collaboratively, where appropriate, to share information on plans, policies, objectives, and regulations.</i></p> <p><i>Example: The Parties agree to explore opportunities for the harmonization of regulations such as by-laws, where there is mutual interest.</i></p>  |
| <p>General Administration, Governance, and Taxation</p> | <p><i>Example: Through the frameworks and working groups referenced in this Agreement, as well as ongoing relationship building, the Parties will continue to share information about organizational structures, governance and protocols in order to build mutual respect and understanding.</i></p> <p><i>Example: The Parties agree to explore learning opportunities between the two governments, including but not limited to, mentorship opportunities and job training, where interest is expressed.</i></p> |

|   |  |
|---|--|
| <p>Other Agreements, Legislation, and Regulations</p> | <p><i>Example: The Parties agree that our shared approach to all agreements and the operational plans that accompany will employ the principles and directions we have created in this Agreement.</i></p> <p><i>Example: The Parties agree to discuss and explore the principles as outlined in the United Nations Declaration on the Rights of Indigenous Peoples and the Provincial Declaration on the Rights of Indigenous People's Act which recognize and respect Tsleil-Waututh Nation laws and traditional knowledge systems.</i></p> |
|---|--|

**“Schedule B”**

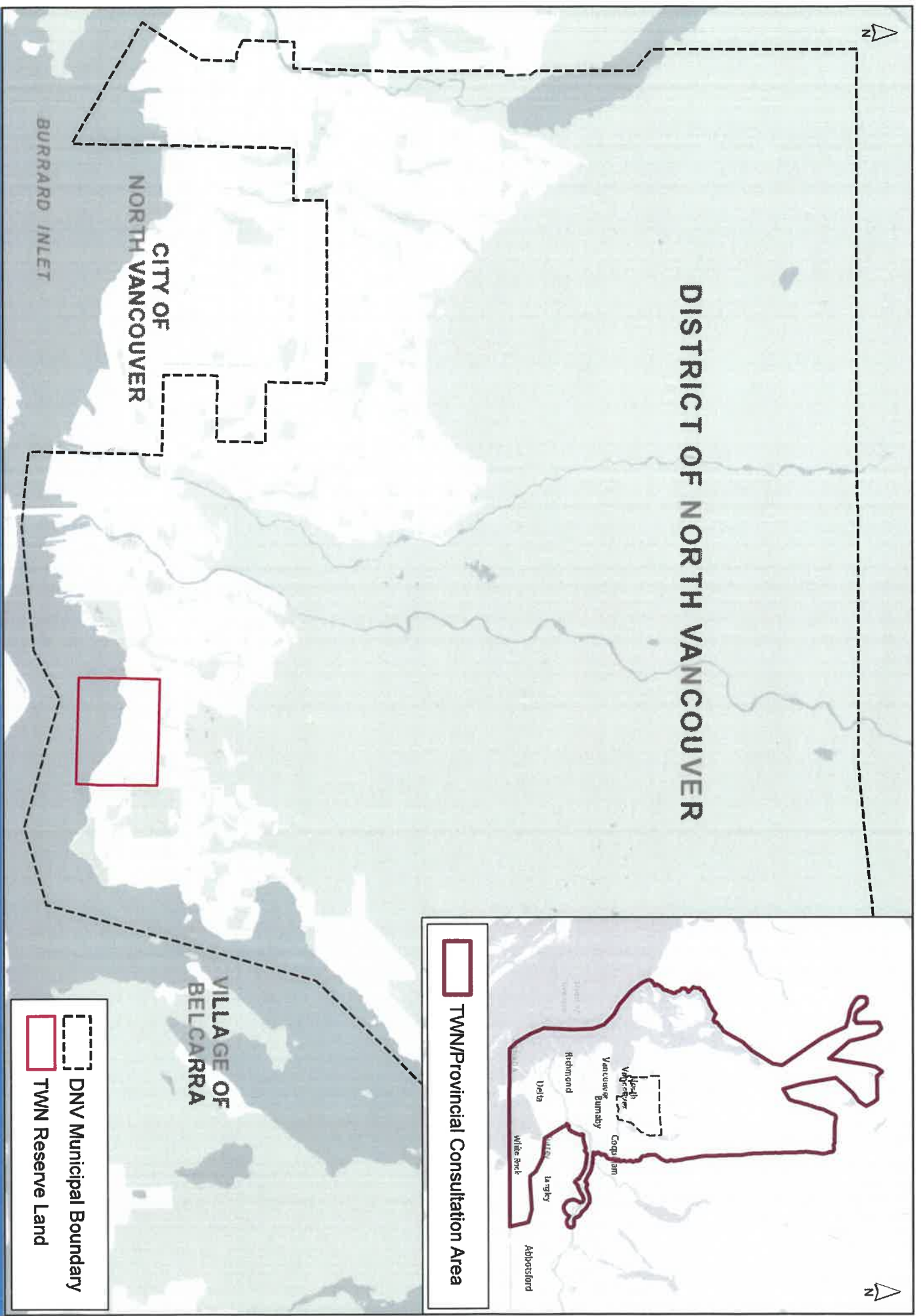
**Area of Relationship Protocol Agreement Application**

This map is included to define the area of the District that is within the area identified by Tsleil-Waututh Nation and the Province as Tsleil-Waututh Nation’s consultation area.





# District Boundary, Reserve Land, and TWN/Provincial Consultation Area



 DNV Municipal Boundary  
 TWN Reserve Land

 TWN/Provincial Consultation Area

