

**INTERIM AGREEMENT ON AN ADVISORY ROLE  
CONCERNING THE PLANNING AND MANAGEMENT OF  
GULF ISLANDS NATIONAL PARK RESERVE**

BETWEEN the First Nations of the Hul'qumi'num Treaty Group, consisting of Chemainus First Nation, Cowichan Tribes, Halalt First Nation, Lake Cowichan First Nation, Lyackson First Nation, and Penelakut Tribe, represented for the purposes hereof by the Hul'qumi'num Treaty Group

("HTG")

AND the Minister of the Environment for the purposes of the Parks Canada Agency, represented for the purposes hereof by the Superintendent of Gulf Islands National Park Reserve.

("Canada")

**PREAMBLE**

**WHEREAS:**

1. The Hul'qumi'num Treaty Group is negotiating an Agreement in Principle with Canada and British Columbia, within the British Columbia Treaty Process, with the intention of attempting to negotiate a Final Agreement;
2. Canada and the Hul'qumi'num Treaty Group have expressed a desire to negotiate and attempt to reach agreement on an advisory role for HTG input into the planning and management of Gulf Islands National Park Reserve;
3. Canada and the Hul'qumi'num Treaty Group desire to mutually agree on an advisory role for HTG based on clauses 12 to 20 inclusive of the "Parks and Protected Areas – Federal Parks" chapter of the draft Agreement in Principle, dated September 17, 2003, without prejudice to treaty negotiations, and desire to implement that process prior to the completion of the side agreement;

**THEREFORE CANADA AND THE HUL'QUMI'NUM TREATY GROUP  
AGREE AS FOLLOWS:**

## **DEFINITIONS**

“Gulf Islands National Park Reserve” means the federal Crown lands to be named and described as Gulf Islands National Park Reserve in the schedules to the *Canada National Parks Act*, including all additions of lands, subject to the finalization of treaties or land claims with the Hul’qumi’num Treaty Group member First Nations and other First Nations.

“Hul’qumi’num Treaty Group” means the First Nations of the Hul’qumi’num Treaty Group, consisting of Chemainus First Nation, Cowichan Tribes, Halalt First Nation, Lake Cowichan First Nation, Lyackson First Nation, and Penelakut Tribe.

“Hul’qumi’num Mustimuhw” means the First Nations Peoples who are members of the Chemainus, Halalt, Lake Cowichan, Lyackson First Nations, Cowichan Tribes and Penelakut Tribe.

“Side Agreement” means an agreement between Parks Canada and the Hul’qumi’num Treaty Group negotiated pursuant to clauses 12 to 20 inclusive of the draft “Parks and Protected Areas – Federal Parks” chapter of the Agreement in Principle, dated September 17, 2003.

“Minister” means the federal Minister, or designate, having responsibility for the administration and control of Gulf Islands National Park Reserve, under authority of the *Canada National Parks Act*.

“The Parties” means Canada, represented by the Minister or his designate, the Superintendent of Gulf Islands National Park Reserve, and Hul’qumi’num Mustimuhw, represented by the Hul’qumi’num Treaty Group.

“The Committee” means the group created pursuant to this agreement.

## **PURPOSE AND EFFECTIVE DATE**

1. This Agreement sets out the interim terms by which Canada and the HTG will establish a process for an advisory role for the HTG in the planning and management of Gulf Islands National Park Reserve.
2. This Agreement will be in effect from date of signing for a period of one year, and may be extended with agreement of the parties, or until such time as the side agreement is completed. Upon completion, the side agreement will set out the process for an advisory role for the HTG in the planning and management of Gulf Islands National Park Reserve.
3. Either party may cancel this Agreement at any time with written notice.

## **PRINCIPLES**

The Parties share a belief that management of Gulf Islands National Park Reserve will be more successful if they have mechanisms to interact with each other, to learn from each other, and to share information and knowledge.

The Parties share a belief that the communities of the Hul'qumi'num Member Nations are valuable sources of knowledge and experience, and that any cooperative process needs to include mechanisms for interaction with these communities.

## **PROCESS FOR ADVISORY ROLE**

1. The Parties agree to strive to cooperate on an advisory role for HTG in the planning and management of Gulf Islands National Park Reserve.
2. The Parties agree to provide available information, subject to federal law and policies, to facilitate the advisory process.
3. The Parties agree that in order to assist with facilitation of the advisory process, one person will be selected by the Hul'qumi'num Treaty Group, in addition to their representatives, to coordinate participation of the Hul'qumi'num Treaty Group representatives.
4. The Hul'qumi'num Treaty Group has the authority to determine who will fill the coordinator position. This determination will occur following discussion with Parks Canada.
5. Duties of the coordinator are included in this Agreement as Appendix 4.
6. The Parties agree that a committee will be formed, (the "Committee"), consisting of the following representatives:
  - a. One representative from each of the member nations of the Hul'qumi'num Treaty Group, for a total of six;
  - b. The Hul'qumi'num Treaty Group Coordinator;
  - c. One or more representatives of Parks Canada, as determined by the Superintendent, and during any scheduled business of the committee either the Superintendent or his designate, or both, will be present;
  - d. Other participants as agreed by the Committee.
7. Each Party will determine their own representatives. Each Party acknowledges the benefits of having consistent representation, and will endeavor to have representatives prepared in advance for meetings.

8. The Parties agree that a quorum for a meeting of the Committee will consist of at least one representative from Park Canada, and at least three of the six HTG representatives as well as the HTG Coordinator.
9. The Parties agree that either Party may bring other persons to meetings of the Committee as they choose for purposes of enhancing that Party's participation.
10. The Parties will maintain records of all business conducted related to the operation of the Committee, including copies of all material presented and meeting minutes.
11. Accessibility by other than Committee members to the records of the Committee will be as described in Appendix 1, the Information Sharing Protocol.
12. The Committee will meet as often as is necessary. An initial schedule of meetings is included as Appendix 2.
13. The Committee will develop, and amend as required, its own set of operating procedures. These procedures will be agreed to on a consensus basis, and will be made available to the general public, including the Hul'qumi'num Treaty Group communities as provided in Appendix 1.

#### **TOPICS FOR ADVICE AND CONSIDERATION OF ADVICE**

14. The Committee will be the interim venue through which the Committee, based on a consensus approach, will provide advice to the Superintendent on the following matters as they may apply within Gulf Islands National Park Reserve:
  - a) management of renewable resource harvesting, including the development and review of a possible renewable resource harvest management plan that would address all relevant aspects of harvesting;
  - b) Hul'qumi'num Mustimuhw role in providing advice on interim management guidelines and management plans;
  - c) environmental assessment;
  - d) training and employment opportunities;
  - e) protection of archaeological, cultural, spiritual or historic sites of significance to the HTG or Parks Canada;
  - f) information, interpretation and presentation of Hul'qumi'num heritage;

- g) development and use of Hul'qumi'num language materials that are intended to be made available to the public as part of GINPR interpretive material;
  - h) research, including field investigations;
  - i) documentation and other related requirements associated with the exercise of renewable resource harvesting and traditional cultural activities of HTG member communities;
  - j) collaborative arrangements with other First Nations;
  - k) annual business cycle planning as per the management plan or operational requirements;
  - l) general operational issues that may have relevance to the Hul'qumi'num Mustimuhw;
  - m) the conduct of traditional activities by Hul'qumi'num Mustimuhw that occur within the park reserve;
  - n) the gathering of *tumulh* (ochre);
  - o) other matters as agreed.
15. The Committee shall provide the initial point of contact for consideration of advice on all subject matters listed in clauses 14 and 19.

#### GENERAL

16. The Parties agree that group process training is important for all persons participating in the advisory process, both to improve individual process skills and to encourage teamwork within the Committee.
17. This Agreement is not intended to recognize, deny or amend any of the rights of Canada or the Hul'qumi'num Treaty Group Member First Nations, nor is it intended to have any effect on any rights of any other First Nation. This Agreement is not intended to be a treaty or land claim agreement within the meaning of Sec. 35 of the Constitution Act, 1982. It is not intended to alter or affect the existing authorities of Canada or the Hul'qumi'num Treaty Group Member First Nations.
18. This Agreement, and the negotiations leading to its creation and its implementation, are without prejudice to any positions any party may take in future negotiations and to any legal positions which have been taken or may be taken by any party in any court proceeding or process and should not be construed as admissions of fact or liability in any such proceeding or process. This Agreement does not address in any way any issues of potential infringement of asserted aboriginal title, nor does it acknowledge or deny any existence of aboriginal rights or title. For greater certainty, this clause does not apply to processes for consultation or advice from HTG separate from the advice provided under clause 14 of this Agreement.

19. The Parties acknowledge that consultation will occur regarding deletions from and additions to GINPR, creation of new protected areas that are administered under Parks Canada jurisdiction, and approval by the Minister of interim management guidelines or the management plan for GINPR, as described in clauses 7, 8, 9, and 11 of the draft Parks and Protected Areas – Federal Parks” chapter of the draft Agreement in Principle, dated September 17, 2003.

**Appendix 1. Information Sharing Protocol.**

1. The Parties agree that as general principles, openness, inclusiveness, and the sharing of information are desirable in the implementation of this agreement.
2. Subject to conditions described below, all Committee procedures, minutes of public meetings, record of decisions and meeting reports will be available to the general public.
3. Where communication occurs relating to any matter that either party deems to be of a sensitive nature, or that relates to issues which either party deems to be inappropriate to release to the general public, the Parties will agree to retain that information for the exclusive use of the Committee or as otherwise determined.
4. Any Hul'qumi'num material to be retained will be marked "Sensitive Information for the Exclusive use of the Committee".
5. The Parties agree that there are some types of information that the Committee will use while conducting their business that are of such a sensitive nature that they may be provided, by either party, without a written record. The Parties respect this need for confidentiality.
6. The Parties recognize the importance of informing the Hul'qumi'num Treaty Group communities about the issues being discussed by the Committee, and decisions being made by the Minister. To this end, the parties will work towards developing a communication strategy so that the Hul'qumi'num Treaty Group communities will stay informed.

**Appendix 2. Initial Work Schedule.**

1. Meetings of the Committee will be scheduled once a month until April 30, 2004, at which time a new schedule will be prepared.
2. An agenda for a planned meeting will be prepared and distributed at least one week in advance of a meeting. The agenda will be prepared and distributed by the HTG Coordinator, following consultation with the Committee members.
3. During the initial six-month work period, the Committee will incorporate as part of their business, and in addition to regular agenda items, the following:
  - orientation session(s) on National Parks management
  - orientation session(s) on HTG member nation culture, including political structure, and administrative organization with respect to resource management
  - group process training
4. Meeting dates and times will be determined by the Committee.



**Appendix 3. Financial and Funding Statement.**

1. The Parties acknowledge that there are many costs associated with the conduct of business of the Committee, and they commit to sharing these costs.
2. The Parties agree that a goal of this cooperative process is to manage the discrete costs of the Committee operation at a reasonable level, and to explore opportunities to cover some associated costs in ways other than through direct funding.
3. Parks Canada will provide a reasonable level of funding to cover the costs of any public information component of Committee business, including providing information to communities and community members.
4. Parks Canada will provide a reasonable level of funding for Committee training in group processes and group consensus building.
5. HTG will provide a reasonable level of funding to cover the costs associated with their internal consultations and information management within their member First Nations.
6. Each party is responsible for administration costs incurred by their participation, including office support, interaction with their communities, and travel costs of their representatives.
7. Consultations beyond initial consultation at Committee level will be negotiated on case-by-case basis, including funding.
8. Support funding will be provided by Parks Canada to HTG in the following manner:
  - up to \$100 per day per representative for participation in Committee meetings
  - up to \$125 per day, one day per week (max. 5 days per month), for HTG Coordinator
  - HTG to invoice Parks Canada monthly following meetings, with a listing of meeting attendance, hours of work of Coordinator, and description of duties completed by Coordinator.
9. Funding for board training, research, community work, etc. to be determined by consensus agreement of Committee as needed.

## **Appendix 4. Duties of Hul'qumi'num coordinator.**

### **Roles & Responsibilities for Hul'qumi'num Treaty Group Coordinator**

#### **Requirements**

1. The Coordinator will be knowledgeable about the Hul'qumi'num communities, culture, language, traditions and environment and in particular the terrestrial and marine environments of the Gulf Islands.
2. The Coordinator will work out of the HTG Office one day per week, during regular office hours (8 am - 4pm), with the exception of field days in the GINPR. Remuneration for the Coordinator will be as described in Appendix 3.

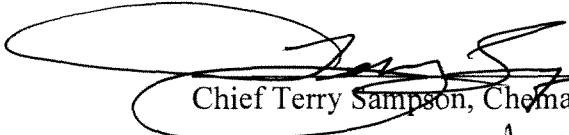
#### **Responsibilities**

3. The Coordinator, along with the Committee, will assist HTG and Parks Canada, as required, in facilitating the establishment of the Committee. Specific duties will include:
  - calling and organizing meetings of the Committee
  - preparing advance agendas and packages, in collaboration with Parks Canada and HTG staff for the Committee to discuss
  - participating as member of the Committee in forming advice to the parties.
4. The Coordinator will be responsible for assisting to provide a communications link between Parks Canada and the Hul'qumi'num Treaty Group on matters related to operational management issues in the park. In this capacity, the Coordinator will be responsible for:
  - reviewing operational management proposals from Parks Canada
  - raising operational management suggestions, concerns and issues from the perspective of the Hul'qumi'num Mustimuhw
  - providing Hul'qumi'num language and cultural insights on heritage, cultural and environmental inventories and interpretive projects conducted by Parks Canada
  - bringing any operational management concerns that have significant weight or complexity to the Committee for discussion and review.
5. The Coordinator, along with the Committee, will assist with facilitating the establishment of the Hul'qumi'num-Parks Canada Side-Agreement, as set-out in the draft AiP document.
6. The Coordinator will work to facilitate information gaps, with respect to archaeological and traditional use sites (with particular respect to any Hul'qumi'num communities' site not cited in the confidential 1996 archaeological and traditional use study reports prepared for Parks Canada, subject to the information sharing protocol worked out between Parks Canada and Hul'qumi'num Treaty Group

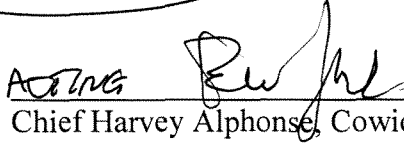
**Appendix 5. Procedures for Conduct of Committee Meetings and Business.**

1. In order to reduce travel and meeting room costs, meetings will be held at the HTG offices in Ladysmith unless otherwise agreed to.
2. Each Party will endeavour to provide agenda items to the HTG Coordinator at least two weeks in advance of the next scheduled meeting.
3. The Chair for each meeting will be determined at the end of the preceding meeting. The Chair will be rotated among the members.
4. A written record of the minutes of the meetings will be produced for each meeting of the Committee, and will be shared. Parks Canada will assume initial responsibility for this task.
5. There will be no video or tape recordings of meetings, unless all Parties agree otherwise.
6. The Committee will conduct its business by Robert's Rules of Order, unless otherwise agreed to by consensus of the Committee. Each member will be encouraged to participate in discussions.
7. Each Party will endeavour to provide all relevant information concerning agenda items to the HTG Coordinator at least two weeks in advance of the next scheduled meeting, in order to allow adequate time for distribution and review prior to the meeting.

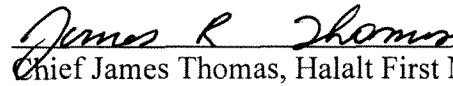
For the Hul'qumi'num Treaty Group:

  
Chief Terry Sampson, Chehalis First Nation

\_\_\_\_\_  
Date

  
Chief Harvey Alphonse, Cowichan Tribes


\_\_\_\_\_  
Date

  
Chief James Thomas, Halalt First Nation

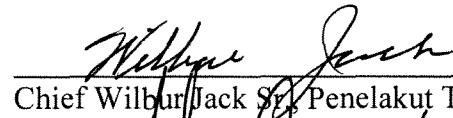
\_\_\_\_\_  
Date

  
Chief Cyril Livingstone, Lake Cowichan First Nation

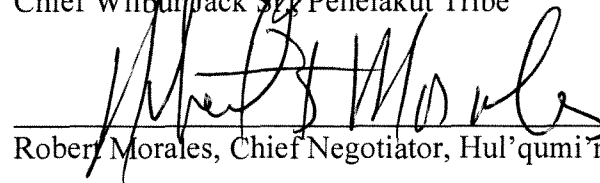
\_\_\_\_\_  
Date

  
Chief Richard Thomas, Lyackson First Nation

\_\_\_\_\_  
Date

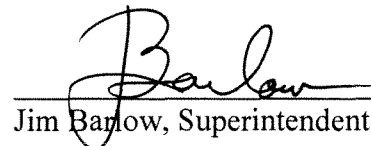
  
Chief Wilbur Jack Sr., Penelakut Tribe

\_\_\_\_\_  
Date


  
Robert Morales, Chief Negotiator, Hul'qumi'num Treaty Group

\_\_\_\_\_  
Date

For Parks Canada:

  
Jim Barlow, Superintendent, Coastal BC Field Unit

\_\_\_\_\_  
Date

  
Ron Hamilton, Superintendent, Gulf Islands National Park Reserve

\_\_\_\_\_  
Date