

Memorandum of Understanding

Between

UPPER SIMILKAMEEN INDIAN BAND

And

TOWN OF PRINCETON

And

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

WHEREAS the Chief and Council of the Upper Similkameen Indian Band wish to establish and maintain a positive relationship with all levels of government; including the Town of Princeton and the Regional District of Okanagan Similkameen.

AND WHEREAS Electoral Area H, and a portion of Electoral Area G of the Regional District fall within the Upper Similkameen Indian Band Traditional Area of Responsibility (Schedule A).

AND WHEREAS the Town of Princeton and the Regional District of Okanagan-Similkameen wish to establish and maintain a positive relationship with the Upper Similkameen Indian Band.

AND WHEREAS all parties to this agreement agree that there are significant areas of responsibility for each party where working together will be of benefit to all.

AND WHEREAS the Upper Similkameen Indian Band, Town of Princeton and Regional District of Okanagan-Similkameen Area "H" entered into an MOU in 2007 which is in need of updating and inclusion of Regional District Okanagan-Similkameen Area "G".

AND WHEREAS this Memorandum of Understanding replaces any previous agreements between the parties.

NOW THEREFORE in the spirit of mutual respect and cooperation, the Parties agree as follows:

1. Purpose of the Agreement

To provide a framework for increased collaboration and communications between the Town of Princeton, Regional District Okanagan-Similkameen Areas "G" and "H", and the Upper Similkameen Indian Band, so that a mutually beneficial relationship is maintained.

It is understood by the Parties that this Agreement is intended as a living document and will evolve as needs and priorities evolve.

2. Parties

- a. Upper Similkameen Indian Band
- b. Town of Princeton
- c. Regional District Okanagan-Similkameen

3. Principles

- a. Mutual understanding and respect for and observation of cultural protocols
- b. Equality and inclusion
- c. Mutual respect for the environment and our watershed
- d. Reciprocal educational opportunities

4. Objectives

- a. Upper Similkameen Indian Band
 - i) To protect the traditional territory, including all of the land, creatures upon the land, in the sky and in the water, the water, and the air
 - ii) To protect and appropriately disseminate the Upper Similkameen Indian Band's cultural history
 - iii) To improve relationships with the municipal and regional governments
 - iv) To foster sustainable economic development in the local area
- b. Town of Princeton
 - i) To develop local understanding and respect for aboriginal culture through the inclusion of these cultural attributes in communications, development and educational activities
 - ii) To ensure that a healthy and diverse economic development climate is maintained
 - iii) To be forward thinking in communications in order to enhance opportunities for positive inter-relationships

- c. Regional District Okanagan-Similkameen
 - i) To support the development and understanding of aboriginal issues including heritage, culture and economics
 - ii) To create and maintain open and mutually beneficial communications, that will provide the foundation of trust and lead to expanded opportunities for the present and future residents of the Similkameen Valley

- d. Mutual Objectives
 - i) To ensure local understanding and respect for aboriginal culture through the inclusion of these attributes in communications and development activities
 - ii) To maintain positive communications and working relationships which benefit the area in social, cultural and economic terms
 - iii) To work toward a vibrant, diverse and sustainable economy
 - iv) To ensure the protection of the environment, water, and cultural heritage of the Upper Similkameen Valley.

5. Focus Areas

- a. Development and implementation of initiatives respecting the promotion and protection of aboriginal culture and heritage attributes of the Princeton area. Initiatives include museum displays, heritage park, etc.
- b. Development and implementation of coordinated emergency response
- c. Development and implementation of economic initiatives that create broad community benefits.

6. Challenges

- a. The need to map culturally sensitive areas within the Town of Princeton, Regional District Okanagan-Similkameen Area's "G" and "H" boundaries
- b. The need to protect and appropriately manage archaeological and culturally important values
- c. The need to become more aware of each other's responsibilities towards their constituents
- d. The need to better understand how to effectively communicate on potentially divisive issues

7. Opportunities

The following may be amended from time to time to reflect the Parties' evolving interests:

a. Communications Protocol (Schedule B)

The purpose of the Communications Protocol will be to outline when communications are needed, how they should be conducted and the appropriate conveyance.

b. Cultural Heritage Protocol (Schedule C)

The Cultural Heritage Protocol will serve to identify, protect and, where appropriate, promote and interpret aboriginal culture and history in the Upper Similkameen territory. The Protocol is intended to provide an efficient and cost-effective mechanism for protecting cultural heritage sites and objects. The Protocol will also outline effective tools for mapping of archaeological sites that can be linked to planning. This information will include a web-based GIS mapping system and secure database.

c. Opportunities

- i. Cultural Heritage Knowledge Dissemination** – The Parties will work towards the inclusion of the TRC calls to action and UNDRIP into cultural heritage institutions to ensure that First Nations values are appropriately incorporated into their structure; an opportunity would be a partnership with the Princeton and District Museum and Archives.
- ii. Economic Opportunities Assessment** – A broad assessment of economic opportunities within the geographic area of interest of the Parties will be conducted with a ranking of opportunities according to priority, ease of implementation, level and term of benefit, and so on.
- iii. Land Use Opportunities** – The Parties will jointly investigate opportunities for economic, recreational and residential development that will contribute to the quality of life for residents of the area.

8. Term

- a. This Agreement is ongoing and has no fixed term.**

9. Review and Amendment

- a. The Parties will review this Agreement at least once every year with the objective to recommit to its terms and amend as necessary.**

- b. Amendments to this Agreement will occur throughout the mutual agreement of the Parties

10. Termination

Termination of this Agreement will occur subject to any one of the Parties providing 60 days notice, providing that the notifying Party has used all reasonable means to resolve their concerns and provides a clear rationale to the other Parties in respect to the notice of termination. In all circumstances the Parties will attempt to resolve disputes utilizing the procedure outlined in Section 13.

11. Decision-Making Authority

- a. Authorities for decision-making are:
 - i) For the USIB – Chief & Council
 - ii) For the Town of Princeton – Mayor & Council
 - iii) For the Regional District of Okanagan Similkameen –Board of Directors
- b. Working contacts will be:
 - i) For the USIB – Band Manager (or designate)
 - ii) For the Town of Princeton – Chief Administrative Officer (or designate)
 - iii) For Areas “G” and “H” – RDOS Chief Administrative Officer (or designate)

12. Communications

- a. Purpose
 - i) To be based on a genuine interest for mutual understanding and inclusion rather than an imposed duty to consult
- b. General Procedure
 - i) Specifics on communications and information sharing are contained in the Communications Protocol (Schedule B)
- c. Media Releases
 - i) Specifics are contained in the Communications Protocol (Schedule B)
- d. Contact Persons
 - i) The contact persons for operational level communications are the Working Contacts as listed in Section 11
 - ii) The contact persons for policy-level communications are the Decision-Making authorities as listed in Section 11
- e. Meetings
 - i) Specifics will be contained in the Communications Protocol (Schedule A)

- f. Tracking Results
 - i) An issues tracking ledger will be maintained per Schedule B

13. Dispute Resolution


- a. Disputes will be prevented through an internal process of respectful exchange of information and ideas. The details of this process are found in Schedule D of this Agreement.

14. Implementation

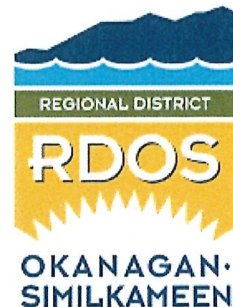
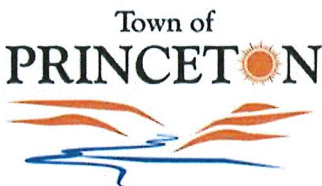
- a. Hold a signing ceremony to launch this Agreement and Schedules
- b. Within one year of signing this Agreement, the Parties agree to develop and implement the following measures in order of timing priority:
 - i. Continue to work on coordinated Emergency Planning
 - ii. Work on a Cultural Heritage Process (this will include Cultural Resources Mapping and Planning Tools) per Schedule C
 - iii. Conduct an Economic Opportunities Assessment for Princeton, Electoral Areas "G" and "H"

The Parties hereby execute this Memorandum of Understanding on the 21 day of June, 2019, at Princeton, British Columbia.

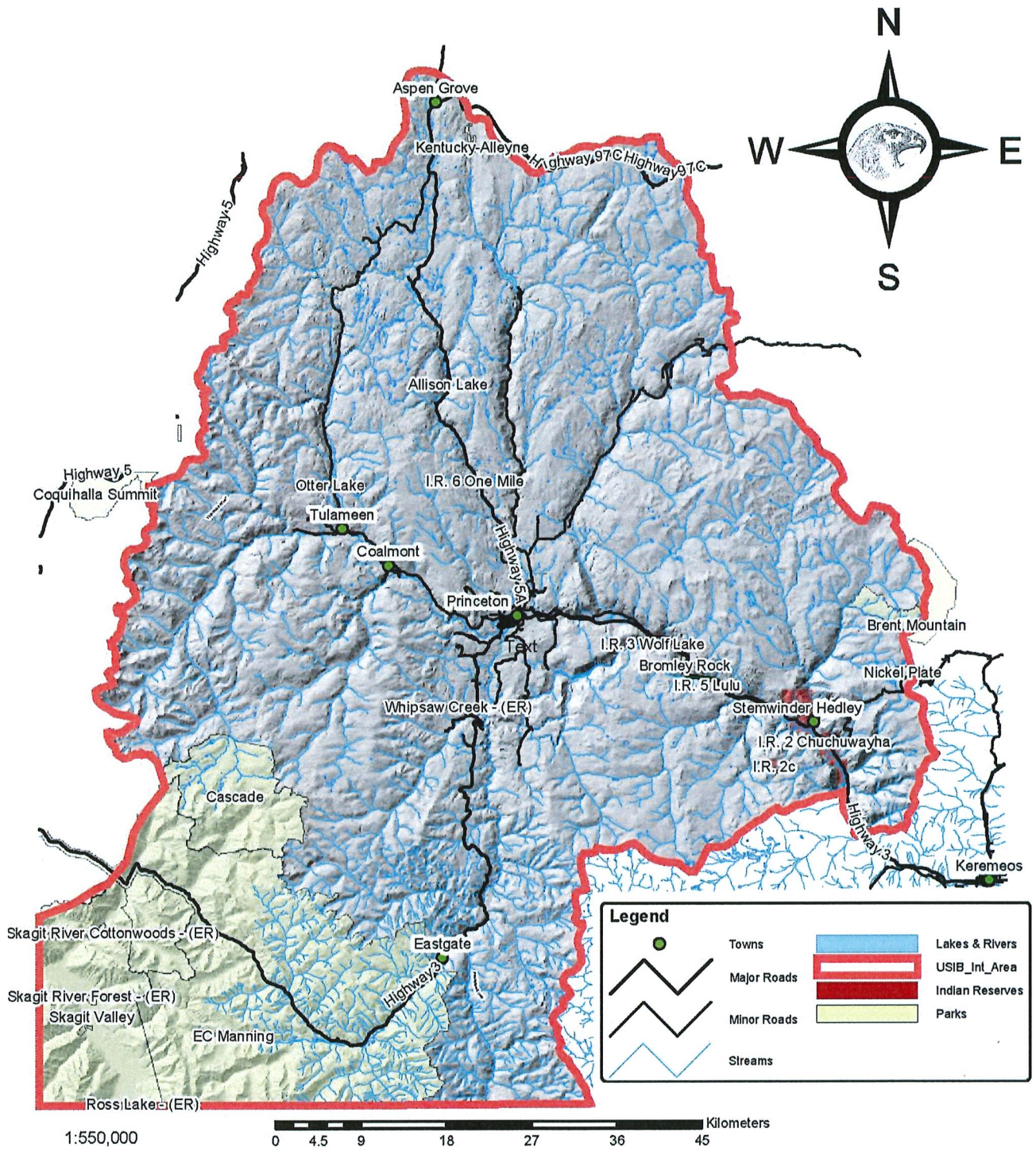

For the Upper Similkameen Indian Band
Chief Bonnie Jacobsen


For the Town of Princeton
Mayor Spencer Coyne


For the Regional District of Okanagan- Similkameen
Karla Kozakevich, Chair



Schedule A – Upper Similkameen Indian Band Area of Responsibility



Schedule B – Communication Protocol

The Parties recognize the success of a community-to-community relationship will hinge upon open and transparent communication based on trust, respect and mutual understanding. The Parties acknowledge and recognize that communications and information sharing for initiatives may be subject to the *Freedom of Information and Protection of Privacy Act*.

- a. The Parties agree to open and transparent communications with each other on areas of mutual interest as described herein.
- b. The Parties agree that proper communications are fundamental to this Agreement and the working relationship between them to ensure consistent, effective and timely exchange of information on areas of mutual interest.
- c. The Parties agree that summary minutes of meetings, and any information resulting from the working relationship, should be made available on a timely basis to all Parties to this Agreement.
- d. The Parties acknowledge and agree on the need for information exchanges to be handled in a respectful manner.
- e. The Parties understand the need to practice diligence and to exercise caution when engaging in external information exchanges in light of the potential for public release or legally required access of this information by third parties.
- f. The Parties agree that any external media communications will be jointly initiated and developed.
- g. The Parties acknowledge and agree that any documentation or information generated through discussion taking place under this agreement that later becomes subject to an inquiry under applicable legislation shall require the recipient of that inquiry to act reasonably to ensure that the other party receives prior notice of same.
- h. The Parties will utilize an issue tracking procedure (ledger) through the Working Committee to monitor progress of action items and the identification and fulfillment of opportunities.

Schedule C – Cultural Heritage Protocol

1. Preamble

The Similkameen Valley has a rich cultural heritage spanning millennia and is internationally recognized. Evidence of occupation of the valley in the form of scientifically dated archaeological sites goes back 7,500 years with sites that are suggestive of a much longer time span. The people of the Similkameen say they have been here since time immemorial. The Upper Similkameen Indian Band takes very seriously the protection and culturally appropriate management of their archaeological site, heritage collections, and spiritual locations.

The Upper Similkameen Area of Responsibility contains one of the densest concentrations of pictographs in British Columbia and is home to the ochre bluffs, a sacred and important source for pigment which was traded around western North America.

The lakes and river benches along the lower valley contain important and significant occupation sites which have, in the past, been damaged or destroyed through unchecked land development.

It is acknowledged between the parties that there are few mechanisms in place to require archaeological work prior to development, especially within the rural areas where there are no building permits required.

2. Purpose

- a. To develop a shared understanding of and cooperative relationship for the protection and management of Cultural Heritage Resources within the Upper Similkameen Indian Band's traditional territory.
- b. To exchange views and develop approaches regarding the management of Cultural Heritage Resources that is within the management scope of the Parties.
- c. To collaborate on developing mechanisms to ensure appropriate management of Cultural Heritage and Archaeology such as within Official Community Plans, through the Building Permit Process, etc.

3. Guiding Principles

While recognizing any existing Aboriginal Title and Rights and respecting the culture, traditions and history of the Upper Similkameen Indian Band, the Parties agree that in developing

approaches for the Management of Cultural Heritage Resources they will be guided by the most current information available to them and by the *Heritage Conservation Act*.

Cooperative management processes adopted by the Parties will:

- a. be operationally pragmatic
- b. utilize existing management processes to the greatest extent possible; and
- c. reflect an incremental, adaptive management approach growing as relationships mature and the Parties' capacities change

4. Roles and Responsibilities of the Parties

The Parties will undertake the following activities which will support their cooperative efforts to develop approaches for the management of Cultural Heritage Resources and will assist each Party in making its respective management decisions:

- a. Coordinate the collection and exchange of information respecting Archaeological resources so that each of the Parties has access to the best available information.
- b. Identify current or emerging threats to Cultural Heritage Resources and develop approaches for providing protection from or mitigating the potential impacts of these threats.
- c. In developing approaches for the management of Cultural Heritage Resources the Parties may, from time to time, prepare documents describing processes that they agree to implement and with the written consent of all Parties may append those documents to this Schedule and thereby include them as part of this Memorandum of Understanding.

This Protocol is interpreted as a step towards integration of a more permanent process that will be in alignment with the Upper Similkameen Indian Band protocols and the standards set out by the Provincial Government Archaeological Handbook for Local Governments and the Provincial Government Suggested Wording for Official Community plans to ensure that processes developed are also in compliance with the *Heritage Conservation Act*.

Schedule D – Dispute Resolution

The purpose of the dispute resolution protocol is to encourage regular dialogue and communication to prevent or mitigate disputes. The parties agree that early resolution of disputes through respectful communication, negotiation, and discussion is the best process.

The Parties shall make all reasonable efforts to resolve all disputes and claims by negotiation and agree to provide, without prejudice, open and timely disclosure of relevant facts, information and documents to facilitate these negotiations.

The following outlines the normal procedure for the resolution of disputes:

1. Where a dispute arises between the Parties, the Parties agree to first discuss among themselves through an informal communication process which will be documented on the Issues Tracking Table.
2. If the disagreement is not resolved at this level, the Parties agree that the Mayor of Princeton, Area G Director, Area H Director, and Chief of the Upper Similkameen Indian Band will engage in informal communications in an attempt to resolve the specific issue. Again, this will be documented on the Issues Tracking Table.
3. Where a dispute between the Parties has not been resolved by informal communications either party may, upon reasonable notice, call a special meeting of the Parties to discuss the dispute as a group and these discussions will also be documented on the Issues Tracking Table.
4. As this is not a legally binding agreement the Parties agree that this informal dispute resolution process is sufficient.