

Management of Provincial Protected Areas

Memorandum of Understanding

December 9, 2006



**MANAGEMENT OF PROVINCIAL PROTECTED AREAS
MEMORANDUM OF UNDERSTANDING**

THIS UNDERSTANDING (the "Understanding") made the 14th day of
December, 2006.

BETWEEN:

HUU-AY-AHY FIRST NATION

KA:'YU:'K'T'H'/CHE:K'TLES7ET'H' FIRST NATION

TOQUAHT BAND

UCHUCKLESAHT BAND

UCLUELET FIRST NATION

("Maa-nulth First Nations")

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA**

as represented by the Minister of Environment

("British Columbia")

(individually a "Party" and collectively the "Parties")

WHEREAS:

- A. The Maa-nulth First Nations and British Columbia wish to recognize the nature of their government-to-government relationships.
- B. The Parties acknowledge the responsibility of Maa-nulth First Nations, guided by the *Ha'wiih*, and British Columbia to manage and protect the natural ecological systems and cultural and heritage values of the Provincial Protected Areas within the Maa-nulth First Nation Areas, and to maintain and make use of these areas in a way that recognizes and affirms the Maa-nulth First Nations' Section 35 Rights, culture, traditions and history, while protecting the areas for the benefit, education and enjoyment of all peoples.

MANAGEMENT OF PROVINCIAL PROTECTED AREAS
MEMORANDUM OF UNDERSTANDING

- C. British Columbia and the Maa-nulth First Nations wish to protect, in perpetuity, the natural and cultural resources in the Provincial Protected Areas located within the Maa-nulth First Nation Areas. British Columbia and the Maa-nulth First Nations wish to work collaboratively in the planning and management of the Provincial Protected Areas located within the Maa-nulth First Nation Areas.
- D. The Maa-nulth First Nations and British Columbia are parties to a signed Agreement-in-Principle and an initialed Final Agreement, and intend to continue the spirit and intent of this Understanding after a Final Agreement comes into effect.

NOW THEREFORE the Parties agree as follows:

1.0 DEFINITIONS:

1.1 In this Understanding:

“Effective Date” means the date upon which the Final Agreement takes effect.

“Final Agreement” means, prior to the Effective Date, the Maa-nulth First Nations Final Agreement that has been initialed on behalf of the Maa-nulth First Nations, Her Majesty in Right of British Columbia and Her Majesty in Right of Canada on December 9, 2006, and after the Effective Date, the Maa-nulth First Nations Final Agreement in effect among the Maa-nulth First Nations, Her Majesty in Right of British Columbia and Her Majesty in Right of Canada, and includes any amendments made to the Maa-nulth First Nations Final Agreement from time to time in accordance with its provisions.

“Maa-nulth First Nation Area” means, as regards a Maa-nulth First Nation, the area described as “Maa-nulth First Nation Area” for that Maa-nulth First Nation in Appendix A of the Final Agreement and **“Maa-nulth First Nation Areas”** means every Maa-nulth First Nation Area.

“Power River Watershed Protected Area” means the area described as “Subject Lands” in Appendix V of the Final Agreement.

“Provincial Protected Area” means provincial Crown land established or designated as provincial park, ecological reserve, conservancy or protected area under provincial legislation, within a Maa-nulth First Nation Area, and is listed in Appendix A.

MANAGEMENT OF PROVINCIAL PROTECTED AREAS
MEMORANDUM OF UNDERSTANDING

“**Section 35 Rights**” refers to the aboriginal rights or title of a Maa-nulth First Nation that may exist in a Provincial Protected Area within its Maa-nulth First Nation Area, prior to the Effective Date. On the Effective Date, these rights will refer only to the treaty rights of a Maa-nulth First Nation as set out in the Final Agreement, which are applicable to the Provincial Protected Areas within its Maa-nulth First Nation Area.

“**Thunderbird’s Nest (*T’iitsk’in Paawats*) Protected Area**” means the area described as “Subject Lands” in Appendix U of the Final Agreement.

2.0 OBJECTIVES

2.1 The objectives of this Understanding are:

- a. to ensure Section 35 Rights are respected in the planning and management of Provincial Protected Areas;
- b. to ensure that all existing tenures and permits are honoured;
- c. to encourage economic opportunities and to provide enhanced access for the Maa-nulth First Nations and other residents of the area, in a manner that is consistent with applicable provincial and federal legislation, this Understanding, the Final Agreement after the Effective Date and any subsequent management plans;
- d. to build capacity for the Maa-nulth First Nations and to provide opportunities for each Maa-nulth First Nation to have an increased involvement in the management and operations of Provincial Protected Areas within its Maa-nulth First Nation Area;
- e. to protect and manage cultural and heritage values in the Provincial Protected Areas; and
- f. to provide for planning and management of Provincial Protected Areas in a manner that:
 - i. is consistent with all applicable provincial and federal legislation;
 - ii. respects Section 35 Rights;
 - iii. respects, protects, presents and preserves the culture, history and traditions of the Maa-nulth First Nations; and
 - iv. integrates the traditional knowledge of the Maa-nulth First Nations and scientific knowledge.

MANAGEMENT OF PROVINCIAL PROTECTED AREAS
MEMORANDUM OF UNDERSTANDING

3.0 MANAGEMENT PRINCIPLES

3.1 For each Maa-nulth First Nation whose Maa-nulth First Nation Area includes one or more Provincial Protected Areas, British Columbia and that Maa-nulth First Nation will establish a committee that will provide joint recommendations to British Columbia and that Maa-nulth First Nation on the planning and management of the applicable Provincial Protected Areas. All recommendations of this committee will be in accordance with:

- a. applicable federal and provincial legislation;
- b. any management plans jointly developed by the Parties;
- c. this Understanding;
- d. after the Effective Date, the Final Agreement; and
- e. any other agreements signed among the Parties.

3.2 The committee will discuss:

- a. management planning and priorities of the Provincial Protected Areas;
- b. operational issues in the Provincial Protected Areas, including fish and wildlife harvesting and conservation measures;
- c. issuance of new park use permits and the renewal of permits;
- d. economic opportunities;
- e. research projects, including the potential user-days available in Provincial Protected Areas and the economic value of recreational use;
- f. major changes to Provincial Protected Areas and any boundary amendments;
- g. naming protocols and the use of Maa-nulth First Nation place names; and
- h. other issues of mutual interest to both British Columbia and the applicable Maa-nulth First Nation.

3.3 In Provincial Protected Areas where there is no overlap between the Maa-nulth First Nation Area and the asserted traditional territories of other First Nations who are not Maa-nulth First Nations, British Columbia will receive the approval of the applicable Maa-nulth First Nation before finalizing the:

- a. depiction of Maa-nulth First Nation languages in park signage or materials;
- b. use of Maa-nulth First Nation place names;
- c. naming of former Maa-nulth First Nation community sites; and
- d. interpretation of Maa-nulth First Nation history.

**MANAGEMENT OF PROVINCIAL PROTECTED AREAS
MEMORANDUM OF UNDERSTANDING**

4.0 AMENDMENTS ON EFFECTIVE DATE

- 4.1 On the Effective Date, this Understanding will fulfill any obligations in the Final Agreement to negotiate and attempt to reach agreement regarding the participation of Maa-nulth First Nations in the management planning of Provincial Protected Areas.
- 4.2 On the Effective Date and in accordance with the Indian Act Transition Chapter of the Final Agreement, the rights and obligations of the Maa-nulth First Nations Indian Act bands in this Understanding, will vest in the corresponding legal entities established in accordance with the Final Agreement, which are the Huu-ay-aht First Nations, Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations, Toquaht Nation, Uchucklesaht Tribe and Ucluelet First Nation.
- 4.3 On the Effective Date, this Understanding will be deemed to have been signed by the legal entities established in accordance with the Final Agreement.
- 4.4 On the Effective Date, British Columbia will establish Power River Watershed Protected Area and this Understanding will be deemed to be amended by adding the Power River Watershed Protected Area to Appendix A.
- 4.5 On the Effective Date, British Columbia will establish Thunderbird's Nest (*T'iitsk'in Paawats*) Protected Area and this Understanding will be deemed to be amended by adding Thunderbird's Nest (*T'iitsk'in Paawats*) Protected Area to Appendix A.
- 4.6 This Understanding is intended to establish a working relationship and to improve communication among the Parties, and:
- a. is not part of the Final Agreement; and
 - b. is not a treaty or a land claims agreement, and does not recognize or affirm aboriginal or treaty rights, within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

5.0 ADDITIONAL PROVINCIAL PROTECTED AREAS

- 5.1 If a Provincial Protected Area is established within a Maa-nulth First Nation Area and the Parties agree that it should be added to this Understanding, the Parties will amend this Understanding pursuant to 6.4 and will add such Provincial Protected Area to Appendix A.

6.0 GENERAL

- 6.1 Each Party is responsible for their own costs in participating in this Understanding.

- 6.2 Nothing in this Understanding will create an obligation on behalf of British Columbia to manage, maintain or protect Provincial Protected Areas beyond what may be provided for in provincial legislation.
- 6.3 The Parties will work together to address funding issues as they arise and, where appropriate, will endeavor to secure resources from other sources that may be available to them.
- 6.4 Any amendment to this Understanding, except for the deemed amendments set out in 4.4 and 4.5, will require the written consent of the Parties.
- 6.5 Upon signing this Understanding, any Party may notify the other Parties of any contact person it wishes to designate as its representative for the implementation of this Understanding.
- 6.6 This Understanding will remain in force until it is terminated by the Maa-nulth First Nations or British Columbia on 60 days notice to the other Parties in writing, stating the reasons for termination, or by executing other agreements that render this Understanding moot.
- 6.7 This Understanding may be entered into by each Party signing a separate copy of this Understanding including a photocopy or faxed copy, and delivering it to the other Parties by fax. Each facsimile will be deemed to be an original for all purposes and all counterparts taken together will be deemed to constitute one document.

THIS UNDERSTANDING HAS BEEN EXECUTED AND DELIVERED as of the
day and year first above written.

EXECUTED in the presence of

) HER MAJESTY THE QUEEN
) IN RIGHT OF THE PROVINCE
) OF BRITISH COLUMBIA
) as represented by the Minister of
) Environment/

5

;

;

;

) Per: duly authorized signatory

Nancy Larkin

As to the authorized signatory for the
Minister of Environment

7

MANAGEMENT OF PROVINCIAL PROTECTED AREAS
MEMORANDUM OF UNDERSTANDING

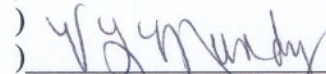
EXECUTED in the presence of



As to the signature of

) UCLUELET FIRST NATION
) as represented by

)
)
)
)
)


) Per: duly authorized signatory

APPENDIX A

**Provincial Protected Areas in the Maa-nulth First Nation Area of the
Ka'yu:'k't'h'/Che:k'tles7et'h' First Nation**

Artlish Caves Provincial Park
Big Bunsby Marine Provincial Park
Brooks Peninsula Provincial Park
Dixie Cove Marine Provincial Park
Rugged Point Marine Provincial Park
Tahsish Kwois Provincial Park
Checleset Bay Ecological Reserve
Clanninick Creek Ecological Reserve
Solandar Island Ecological Reserve
Tahsish River Ecological Reserve