

STRATEGIC ENGAGEMENT AGREEMENT

NICOLA WATERSHED GOVERNANCE PARTNERSHIP

This Strategic Engagement Agreement (the “**Agreement**”) is dated the 18th day of December, 2025 (the “**Effective Date**”) between

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
as represented by the Minister of Indigenous Relations and Reconciliation, and the
Minister of Water, Land and Resource Stewardship

(the “**Province**”)

AND

UPPER NICOLA BAND of the Okanagan (Syilx) Nation and the LOWER NICOLA, COLDWATER, NOOAITCH and SHACKAN Indian Bands of the Nl̓eʔkepmxc Nation, as represented by their kwúkwpiʔ and yilmixʷm (Chiefs) and Councils

(together, the “**Nicola Five**” and each a “**Nicola Band**”)

(collectively referred to as the “**Parties**”)

WHEREAS:

- A. The Nicola kwúkwpiʔ and yilmixʷm (Chiefs) are the duly elected representatives of their respective Nicola Band based in the Nicola Watershed.
- B. The Nicola Five are each comprised of Nl̓eʔkepmxc or Syilx peoples but do not represent the entirety of either peoples.
- C. The Nl̓eʔkepmxc and Syilx peoples each hold unextinguished and inherent Aboriginal rights within their traditional territories and neither the Nl̓eʔkepmxc nor the Syilx peoples have ceded or surrendered their Aboriginal rights or title, as affirmed by their laws and customs and oral histories.
- D. The oral stories and laws of the Nicola Five are part of their distinct forms of governance and essential to the social order of the Nicola Five as communities connected to land itself, and these stories and laws are the foundation for the Nicola Five, capable of positive action, and deserving of dignity and respect.
- E. The Province has an ongoing duty to consult with the Nicola Bands in a manner consistent with the honour of the Crown and where appropriate, accommodate the Nlakaʼpamux and Syilx peoples when contemplating conduct that could adversely impact their Aboriginal rights and title.
- F. The Nicola Five have a long history of collaboration and the Nicola Watershed Governance Project is one example of that collaboration being extended to include the Province.
- G. In relation to the Nicola Watershed Governance Project, the Parties entered into:

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- (1) An initial memorandum of understanding (the “**MOU**”) in 2018;
 - (2) An MOU renewal in 2020; and
 - (3) A bridging MOU in 2024
- (together, the “**MOUs**”).
- H. The MOUs identify goals to, among other things, sustainably govern water resources in the Nicola Watershed using collaboration, innovation, and creativity for the benefit of future generations, which may include the use of certain tools such as:
- (1) agreements under section 7 of the Declaration Act enabling statutory decisions to be made jointly by the Province and Indigenous governing bodies or with the consent of Indigenous governing bodies, subject to the requirements set out in that section;
 - (2) regulation under s. 126 of the Water Sustainability Act to recognizing the decision-making authority of a governance body developed through this partnership in relation to specified powers and duties;
 - (3) the development of a comprehensive Water Sustainability Plan under the Water Sustainability Act for the Nicola Watershed; and
 - (4) establishment of mutually agreed-to water objectives for the Nicola Watershed under s. 43 of the Water Sustainability Act, including factors and criteria for evaluating the impacts of a land use or resource use proposal on objectives, and measures to address impacts of proposals on the objectives.
- I. The Parties share a vision of collaborative water governance that:
- (1) embodies a government-to-government relationship between them;
 - (2) supports the implementation of the United Nations Declaration on the Rights of Indigenous Peoples (the “**UNDRIP**”); and
 - (3) draws on the strengths of their respective laws and governance systems, respecting both Indigenous knowledge and the best available science in planning and decision making within the Nicola Watershed.
- J. The Parties’ intention is to work collaboratively towards a shared decision-making process, and they are committed to engaging across a defined scope of land and resource matters related to the Nicola Watershed, to improve their relationship and advance closer to the realization of the promise of UNDRIP, and to create a better future for the water, land and communities.
- K. The Parties seek to build upon the foundation of success emerging from the MOUs, recognizing this Agreement is a collaborative step on the pathway towards co-governance, working together in water and land management in a way that is honourable, respectful and effective, and that includes as its underlying objective, achieving shared decision-making based on respect for each other’s governance systems, laws, and jurisdictions.

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NOW THEREFORE, the Parties agree as follows:

1.0 Definitions and Appendices:

1.1 The following definitions apply to this Agreement:

- (a) **“Business Days”** means a day, other than a Saturday or Sunday, on which Provincial government offices and the Nicola Five offices are open for normal business in British Columbia;
- (b) **“Core Council”** means the decision-making forum described in Section 5.6, which has its own terms of reference attached as Appendix C;
- (c) **“Decision”** means those statutory authorizations, permits, licences, approvals, or land dispositions granted by a Provincial Decision-Maker and identified by the Core Council in writing pursuant to the Core Council Terms of Reference in relation to the Nicola Watershed under the provincial legislation (and associated regulations) of:
 - a. *Water Sustainability Act* (British Columbia), including developing and implementing a water sustainability plan (ss. 65-85);
 - b. *Drinking Water Protection Act* (British Columbia);
 - c. *Environmental Management Act* (British Columbia);
 - d. *Water Users Communities Act* (British Columbia);
 - e. *Forest and Range Practices Act* (British Columbia);
 - f. *Land Act* (British Columbia); and
 - g. such other provincial legislation as the Parties may agree in writing and which relate to the Nicola Watershed.
- (d) **“Declaration Act”** or **“DRIPA”** means the *United Declaration on the Rights of Indigenous Peoples Act*, SBC 2019, c 44;
- (e) **“Dispute”** means a disagreement about the interpretation or implementation of this Agreement and for greater certainty, does not apply to disputes or a failure to reach consensus regarding Decisions in the implementation of Appendix B;
- (f) **“Effective Date”** has the meaning set out on the first page of this Agreement;
- (g) **“G2G Forum”** means the senior leadership structure described in Sections 5.4 and 5.5;
- (h) **“Nicola kwúkʷpi? and yilmixʷm (Chiefs)”** means the duly elected kwúkʷpi? and yilmixʷm (Chiefs) of the Nicola Five;
- (i) **“Nicola Watershed”** means the Nicola Watershed as depicted in the map attached as Appendix A;

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- (j) **“Nicola Watershed Governance Partnership”** or **“NWGP”** means the government-to-government relationship between the Province and the Nicola Five to develop and pilot a governance structure to sustainably manage water resources in the Nicola Watershed;
 - (k) **“Nl̓eʔkepmxc Rights”** means the inherent, and Aboriginal rights, including Aboriginal title and the inherent right of self-government, recognized and affirmed by section 35(1) of the *Constitution Act, 1982*, whether asserted by or determined to be the rights of some or all of the Nl̓eʔkepmxc, or by some or all of the Nlaka'pamux, or one or more of Lower Nicola, Coldwater, Nooaitch, and Shackan Indian Bands with respect to each of their traditional territories;
 - (l) **“Provincial Decision-Maker”** means any provincial permitting, regulatory or government decision-making body from which an authorization, permit, licence, approval, or land disposition is required or to which an application for an authorization, permit, licence, approval, or land disposition is made;
 - (m) **“Secretariat”** means the body supporting the administration of the NWGP, if any, which has been or may be established pursuant to Section 5.181.1(c);
 - (n) **“Senior Leaders Meetings”** means the meetings of the G2G Forum which provide strategic oversight as described in Sections 5.8 and 5.9;
 - (o) **“Syilx Rights”** means the inherent, and Aboriginal rights, including Aboriginal title and the inherent right of self-government, recognized and affirmed by section 35(1) of the *Constitution Act, 1982*, whether asserted by or determined to be the rights of some or all of the Syilx, or the Upper Nicola Band, with respect to its traditional territory; and
 - (p) **“Technical Table”** means a technical forum which has been or may be established pursuant to Section 5.16.
- 1.2 The following Appendices are attached to and form part of this Agreement:
- Appendix A: Map of Nicola Watershed
 - Appendix B: How We Work Together
- 1.3 The following Appendix does not form part of this Agreement and is attached for reference purposes only:
- Appendix C: Core Council Terms of Reference
- ## 2.0 Purpose
- 2.1 The purpose of this Agreement is to strengthen the government-to-government relationship between the Parties and to advance the path to shared decision-making through:
- (a) advancing reconciliation, based on a recognition of Syilx Rights and Nl̓eʔkepmxc Rights and the implementation of UNDRIP;

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- (b) advancing and clarifying the working relationship between the Parties, which will continue to operate based on trust and respect for each other's governance systems, laws, and jurisdictions;
- (c) providing a process to engage on Decisions; and
- (d) providing a venue to explore an approach to legally effective shared decision-making structures, such as a consent seeking model or a DRIPA agreement, grounded in Nl̓eʔkepmxc, Syilx and Provincial laws, using the learnings from implementation of this Agreement.

3.0 Principles for Working Together

3.1 The NWGP is based on principles of partnership, inclusivity, accountability, consensus-based decision making, watershed sustainability, co-learning, and adaptability, and is founded upon the Syilx Four Food Chiefs' and the Nl̓eʔkepmxc Grandmothers' Teachings.

3.2 The Syilx Four Food Chiefs' governance are:

- (a) Chief sk̓əmxíst (Black Bear – represents self-sacrifice, leadership, and giving, and signifies the traditions and cultural practices, the concept of “what is” informed by an understanding of the past, and suggests a need to consider both Indigenous and Crown knowledge and tradition in all we do);
- (b) Chief síyaʔ (Saskatoon Berry – represents growth, strength and community, and symbolizes the spirit of creative energy and vision that can be associated with youth or other future, suggesting a need to continually embrace innovation);
- (c) Chief spítlēm (Bitter Root – describes relationships and the connection among individuals, families, and communities to live in harmony with each other, the animals, the plants, the land, the air, and the water; emphasizing the importance of meaningfully involving everyone in the watershed); and
- (d) Chief ntytyíx (King Salmon – represents perseverance, hard work, the process of preparing, determining the objective and then taking action, with a focus on working toward tangible on-the-ground change).

3.3 The Nl̓eʔkepmxc Grandmothers' Teachings are:

- (a) *tékm snukʷeʔ* Takemshooknooqua (knowing we are connected: land, animals, plants and people),
- (b) *ceʔcʔéxʷ* ChaaChawoowh (celebrating people and land joyously),
- (c) *x̌əkpstés* Huckpestes (developing lifelong learning and wisdom),
- (d) *x̌əztwaxʷ* Huztowaahh (giving lovingly to family and community),
- (e) *qʷuʔtés* Choownensh (succeeding in endeavors, win against someone, defeat, triumph),
- (f) *cunweńs* Choowaachoots (utilizing Nl̓eʔkepmxc vision-seeking methods),

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- (g) *nmímt [he]sq^{wincuts}* Nmeenlth coynchoots (incorporating Nl̓eʔkepmxc knowledge), and
- (h) *[s]ptínusm* Peteenushem (reflecting on learning and relearning lifelong lessons).

3.4 The Parties agree to be guided by the following:

- (a) A commitment to operate in a collaborative manner, including striving to create an environment of respect, openness, candor, and trust;
- (b) A commitment to learning about the Nicola Bands' mandates, plans, perspectives, and interests related to Nl̓eʔkepmxc Rights and Syilx Rights, including developing an understanding of Nl̓eʔkepmxc and Syilx worldview, culture, way of life, spirituality, laws, governance system, economies and social structures;
- (c) A commitment to learning about the Province's mandates, plans, perspectives, and interests related to new and existing policy and legislation, and recognizing the Province has legal obligations to proponents, and legal and constitutional obligations to Indigenous peoples, that informs how it engages;
- (d) A commitment to understanding each of the Parties' governance and legal obligations that need to be met, and may inform their approach implementation of this Agreement;
- (e) A commitment to upholding UNDRIP, and meeting the obligations in the Declaration Act;
- (f) A commitment to relations based on the recognition and implementation of Nl̓eʔkepmxc Rights and Syilx Rights;
- (g) A commitment to work to avoid, minimize, or mitigate adverse, including cumulative, environmental, cultural, social and economic, effects of the Province's decision-making within the Nicola Watershed in a way that considers Nl̓eʔkepmxc and Syilx jurisdiction, legal orders, and governance processes, which include a stewardship responsibility to protect and manage their territories;
- (h) A commitment to seek and review new and existing opportunities to engage with relevant proponents and where appropriate, to bring them into conversations about land and resource decisions;
- (i) A commitment to strive for consensus in the implementation of this Agreement, including the work of the G2G Forum, Core Council, the Technical Tables and as between any representatives of the Parties involved with the NWGP;
- (j) A commitment to resolving disagreements early and co-operatively at the appropriate level;
- (k) A commitment to ensure the Parties' representatives at the Core Council and the Technical Tables possess the level of professional expertise and experience that is required;

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- (l) A commitment for all Parties to assist with capacity building of their representatives to underpin the success of the NWGP; and
- (m) A commitment to respectful and effective discussions, including at the Core Council and Technical Tables, with representatives at those forums coming prepared to engage.

4.0 Geographic Scope

- 4.1 This Agreement applies to the Nicola Watershed, as set out in Appendix A.
- 4.2 It is acknowledged that the Nicola Watershed is not intended to and does not define the geographic scope of Aboriginal rights or title of the Nicola Bands, Nlaka'pamux peoples, the Syilx peoples, or any one of them.

5.0 Structures

General

- 5.1 The Province agrees that cross-Ministry coordination, extending beyond MIRR and WLRS, is essential to implementing this Agreement. The Nicola Five agree that implementation depends on working collaboratively with a range of provincial Ministries and maintaining clear alignment among the Nicola Bands.
- 5.2 The Parties agree the work of the NWGP may require the participation of other Provincial ministries who are not signatories or represented at the G2G Forum. Ministers or suitably mandated delegates of other Provincial ministries may be invited to the various NWGP structures by mutual agreement of the Parties in writing or by written amendment to this Agreement, as appropriate.
- 5.3 The Province acknowledges Ministry names and organizational structures may change from time to time and for greater certainty, the Province will maintain its obligations under this Agreement if MIRR, WLRS or another participating Ministry is reorganized.

G2G Forum

- 5.4 The Parties have established a G2G Forum made up of the following representatives:
 - (a) The Nicola kwúkʷpi? and yilmixʷm (Chiefs) or their delegate(s);
 - (b) The Minister or their delegate of the Ministry of Indigenous Relations and Reconciliation ("MIRR") (or its successor in function); and
 - (c) The Minister or their delegate of the Ministry of Water, Lands, Resource Stewardship ("WLRS") (or its successor in function).
- 5.5 The G2G Forum is responsible for providing strategic oversight on the implementation of this Agreement and for convening an annual meeting as described in Section 7.0.

Core Council

- 5.6 The Parties have established a Core Council made up of the following representatives:

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- (a) Senior land and water representatives for each of the Nicola Five;
- (b) Senior land and water representatives for the Province; and
- (c) Other senior representatives for the Province as agreed by the Parties and consistent with the Core Council Terms of Reference;

each of whom have the authority to make decisions on behalf of the Party they represent.

5.7 The Core Council is responsible for:

- (a) seeking consensus on Decisions through the process described in Section 6.1;
- (b) providing oversight and day-to-day management of the NWGP, including resourcing and developing workplans;
- (c) establishing and providing direction to any Technical Tables;
- (d) establishing and providing direction to the Secretariat, if any;
- (d) preparing materials for Senior Leaders Meetings of the G2G Forum; and
- (e) preparing materials to brief and support the annual review and meeting of the G2G Forum.

5.8 In addition to the annual meeting as described in Section 7.0, the Core Council is responsible for convening Senior Leaders Meetings made up of the following representatives:

- (a) the Nicola kʷúkʷpiʔ and yilmixʷm (Chiefs) or their delegate(s) or proxy(s);
- (b) a Deputy Minister, or an Assistant Deputy Minister or their delegate of MIRR (or its successor in function); and
- (c) a Deputy Minister, or an Assistant Deputy Minister or their delegate of WLRS (or its successor in function).

5.9 The Senior Leaders Meetings will occur up to four (4) times per calendar year or as deemed necessary by the Core Council and will focus on strategic oversight such as reviewing joint briefings from the Core Council about the implementation of this Agreement and updates relating to the work towards exploring legally effective shared decision-making structures.

5.10 The Core Council will explore and work towards legally effective shared decision-making structures, such as a consent-seeking model or a DRIPA agreement, grounded in Nl̓eʔkepmxc, Syilx and Provincial laws, that can be established as a successor to this Agreement and Appendix B.

5.11 It is the Parties' shared intention to seriously and diligently engage on exploring shared-decision-making, including acting reasonably and in good faith to achieve milestones set out in a work plan collaboratively developed by the Core Council.

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- 5.12 The Parties will maintain the discussions exploring shared-decision making as confidential, except as necessary with each Party's advisors, or as required by law. The Parties understand that legally effective shared decision-making will require additional mandates and approvals, in order to achieve, which is not guaranteed.
- 5.13 The Core Council operates in accordance with written Terms of Reference, which may be updated from time to time by the Core Council. The current version of the Core Council Terms of Reference is attached as Appendix C for reference.

Technical Tables

- 5.14 Technical Tables work in a consensus-seeking manner and provide the Core Council with analysis of issues, options, and as directed, recommendations for the Core Council to consider. For clarity, the Core Council must consider but is not bound to follow a recommendation from a Technical Table.
- 5.15 Each Technical Table reports to the Core Council and must operate in accordance with written terms of reference approved by the Core Council.
- 5.16 The Core Council may wind down Technical Tables or establish new Technical Tables by consensus.
- 5.17 As of the Effective Date, the Parties have established the following Technical Tables:
- (a) a drought management table;
 - (b) a Nicola Watershed planning table; and
 - (c) a salmon ecosystem table.

Secretariat

- 5.18 The Secretariat, if one is or has been established, provides administrative support to the NWGP, including the work of the G2G Forum, Core Council and any Technical Tables, which may include preparing meeting minutes for review and approval, general document management, general project management with respect to approved work plans, budget tracking with respect to approved budgets, and support with any reporting obligations.
- 5.19 The Secretariat reports to the Core Council and must operate in accordance with written terms of reference, if any, approved by the Core Council.

6.0 How We Work Together

- 6.1 The process for seeking consensus on Decisions is set out in Appendix B.
- 6.2 Nothing in this Agreement or the processes it develops impacts any Nicola Band Rights or Syilx Rights, including the duty to consult and accommodate. It is acknowledged and agreed that unless a Nicola Band waives in writing a consultation process in relation to a Decision in addition to the processes described in this Agreement, the Province is responsible for engaging bilaterally with that Nicola Band to the extent required to satisfy

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its constitutional obligations to consult, and where appropriate, accommodate impacts to such Nicola Band.

7.0 Annual Review and Meeting of the G2G Forum

- 7.1 The Province and the Nicola Five are committed to adjusting the process outlined in Appendix B as needed, including by amending this Agreement, as the Parties learn through implementation.
- 7.2 It is acknowledged that Appendix B and this Agreement do not yet rise to the level of shared decision-making the Nicola Five are seeking within the Nicola Watershed, and that the Parties will continue to work towards and explore legally effective shared decision-making structures, such as a consent-seeking model or DRIPA agreement, grounded in Nleʔkepmxc, Syilx and Provincial laws, using the learnings from implementation of this Agreement.
- 7.3 The Parties will convene an annual meeting of the G2G Forum with the goal of identifying approaches to improve the implementation of the Agreement and the process outlined in Appendix B, and such annual meeting may be held in-person or by virtual, or hybrid means. The Nicola kʷúkʷpiʔ and yilmixʷm (Chiefs) and Ministers shall attend these meetings, unless otherwise agreed upon by the Parties.
- 7.4 In advance of the annual meeting referred to in Section 7.3, the Core Council will provide to the G2G Forum a written summary of updates, including for example:
- (a) the number of Decisions made in alignment with recommendations of the Core Council;
 - (b) the number of Decisions for which no consensus or recommendation was reached by the Core Council;
 - (c) how lack of consensus related to Decisions was resolved, or not resolved;
 - (d) the number of Decisions that were not consistent with a recommendation of the Core Council;
 - (e) the status of work identified in annual work plans; and
 - (f) recommendations related to potential next steps to amend or replace this Agreement with a consent-seeking model, DRIPA agreement or other forms of legally effective shared decision-making.

8.0 Other Reconciliation Initiatives

- 8.1 The Province has committed to co-developing a new fiscal framework with Indigenous peoples that supports the operation of Indigenous governments and recognizes Indigenous rights as outlined in UNDRIP (the “**New Fiscal Framework**”).
- 8.2 Pursuant to Section 3 of DRIPA, the Province must, in consultation and cooperation with Indigenous peoples in British Columbia, take all measures necessary to ensure the laws of British Columbia are consistent with UNDRIP (“**Alignment of Laws**”).

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- 8.3 The Parties recognize the importance of the Nicola Bands' participation in the development of the New Fiscal Framework and the Alignment of Laws process.
- 8.4 The Province will invite each of the Nicola Bands to participate in any co-development or engagement process relating to the Alignment of Laws or the New Fiscal Framework relevant to the Nicola Watershed.
- 8.5 The NWGP is one venue for the Parties' collaborative government-to-government relationship and with the written agreement of all Parties, the scope of the NWGP may be expanded to include New Fiscal Framework discussions, Alignment of Laws discussions, and/or other initiatives or topics which advance reconciliation between them.
- 8.6 If the NWGP is the agreed venue for New Fiscal Framework discussions, Alignment of Laws discussions or other reconciliation initiatives, the Parties will scope the matter(s) through a written work plan or similar document, and each of the Parties will involve relevant representatives as participants to enable the discussions to occur.
- 8.7 The Parties acknowledge that expansion of the NWGP's scope may be subject to further mandates and approvals being acquired by both Parties.

9.0 Representations and Warranties

- 9.1 The Nicola Five each represent and warrant to the Province that:
 - (a) Each Nicola Band has the authority to enter into this Agreement and engage in the structures and processes under this Agreement on its own behalf and on behalf of its members, and that the Agreement is a valid and binding obligation on each Nicola Band and its members; and
 - (b) All necessary actions have been taken to authorize the execution and delivery of this Agreement and to authorize its signatory to execute and enter into this Agreement, including, where relevant, the passing of the necessary band council resolutions approving the terms of this Agreement and authorizing the performance of the undertakings and obligations pursuant to this Agreement.
- 9.2 The Province represents and warrants to the Nicola Five that:
 - (a) It has the legal power, capacity and authority to enter into this Agreement and to carry out its obligation hereunder;
 - (b) All necessary actions have been taken to authorize the execution and delivery of this agreement to authorize its signatory to execute and enter into this Agreement by the Province; and
 - (c) This Agreement is a valid and legal binding obligation of the Province.

10.0 Implementation Funding

- 10.1 The Parties acknowledge that the Nicola Five have received funding from the Province to support the work of the NWGP under separate funding agreements for each fiscal year since entering the MOU in 2018.

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- 10.2 The Parties acknowledge the Province must continue to seek mandates for future funding for the purposes of implementing this Agreement. The terms and conditions by which future funding may be provided by the Province to the Nicola Five will be set out in separate funding agreements subject to:
- (a) there being sufficient monies available in an appropriation, as defined in the Financial Administration Act, RSBC 1996, c.138, to enable the Province in any fiscal year or part thereof when such payment is required, to make such payment; and
 - (b) Treasury Board, as defined in the Financial Administration Act, not having controlled or limited expenditure under any appropriation necessary in order to make such payment.
- 10.3 The Parties will work together to explore additional funding opportunities to provide resources for shared NWGP priorities, including funding opportunities that may be available from external sources.
- 10.4 If there isn't stable and ongoing funding for the implementation of this Agreement, the Parties agree to suspend work and convene a meeting of the Core Council to discuss the future of this Agreement and the NWGP as soon as practicable.

11.0 Dispute Resolution

- 11.1 This Section 11.0 applies to Disputes.
- 11.2 The Parties acknowledge and agree to ground responses to Disputes within both common law and Nlë?kepmxc and Syilx legal frameworks to the extent reasonably possible.
- 11.3 The Parties will undertake the following steps to resolve Disputes that may arise:
- (a) Within 30 Business Days of either Party notifying in writing that a Dispute has arisen, a meeting of the Core Council will be convened to identify and discuss the disputed acts and corresponding harm.
 - (b) If following the meeting the Core Council cannot resolve the Dispute within 15 Business Days or such other period as agreed, including through the use of Nlë?kepmxc and Syilx legal frameworks to the extent reasonably possible, the Parties will refer the matter to their respective leadership to seek direction on any potential solutions.
 - (c) If after seeking direction from leadership the Core Council still cannot resolve the Dispute within 30 Business Days or such other period as agreed, including through the use of Nlë?kepmxc and Syilx legal frameworks to the extent reasonably possible, the Parties will consider whether the appointment of a facilitator or mediator or other mechanism may assist resolution of the matter.
 - (d) If the Parties refer the Dispute to mediation, the Parties will appoint a mediator by consensus. For certainty, a person need not hold any professional certification to be selected as a mediator and where appropriate, the Parties will endeavour to appoint a mediator with knowledge of both Indigenous and western worldviews.

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- 11.4 Either Party may commence legal proceedings in relation to a Dispute, where either Party determines that mediation has not resolved the Dispute.
- 11.5 In the event legal proceedings are commenced under Section 11.4, a Party may pursue any remedy or take any action available to it at law or in equity.

12.0 Term, Termination and Withdrawal

- 12.1 The term of this Agreement ends ten (10) years from the Effective Date, unless terminated earlier in accordance with this Section 12.0 or renewed by mutual written agreement of the Parties.
- 12.2 The Parties will review the terms and commitments under this Agreement every five (5) years and may agree upon amendments thereto that are intended to strengthen the commitments made under this Agreement and to support achievement of the purpose of this Agreement.
- 12.3 Either the Province or the Nicola Five may terminate this Agreement by providing the other with forty-five (45) calendar days' written notice and stating the reasons for termination.
- 12.4 If a notice of termination is provided under Section 12.3, then prior to the expiry of the 45-day notice period the Parties will endeavour to meet to discuss the reasons for termination, and whether there are any steps that may be taken that could result in the continuation of this Agreement.
- 12.5 If this Agreement is terminated by the Nicola Five, and the Province has made payments to the Nicola Five under this Agreement, the Nicola Five will remit any unspent funds to the Province within thirty (30) calendar days of termination.
- 12.6 Any one Nicola Band may withdraw from this Agreement by providing the Province and the other Nicola Bands with thirty (30) calendar days' advance written notice and stating the reasons for withdrawal.
- 12.7 If a notice of withdrawal is provided under Section 12.6, then prior to the expiry of the 30-day notice period the Parties will endeavour to meet to discuss the reasons for withdrawal, and whether there are any steps that may be taken that could result in the Nicola Band remaining as a Party to this Agreement.
- 12.8 Following the meeting of the Parties under Section 12.7, if the Nicola Band still wishes to withdraw, the Parties will work collaboratively and in a timely manner to amend this Agreement as required.

13.0 General Terms

- 13.1 This Agreement does not create, amend, define, affirm, recognize, limit, deny, abrogate, extinguish, replace or derogate from any Syilx Rights or any Nlëʔkepmxc Rights.
- 13.2 This Agreement is not intended to be interpreted in a manner that would affect or interfere with any legislative authority of the Province or the law-making authority of the Nlëʔkepmxc or Syilx people under Nlëʔkepmxc or Syilx laws, or fetter the discretion of Provincial or Nicola Five decision makers.

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13.3 Nothing in this Agreement:

- (a) is to be construed as or constitutes an acceptance by a Party of the position of the other Party regarding its jurisdiction, responsibilities and decision-making authority;
- (b) limits the position any Party may take in any legal or administrative proceedings or in any discussions or negotiations between the Parties; or
- (c) is to be construed as or constitutes any admission of fact or liability by any Party.

13.4 Nothing in the Agreement is intended to limit a Nicola Band from engaging in bilateral discussions or having bilateral agreements in place with the Province or with Canada.

13.5 This Agreement does not create, recognize, define, deny, limit, abrogate or derogate from, or amend any aboriginal or treaty rights of any other aboriginal group or any rights or responsibilities of the Province with respect to any other aboriginal group.

13.6 Recognizing the importance and interconnection of water to the health of communities, ecosystems, and the economy, the Province is responsible for working in partnership with, and through engagement of stakeholders, where relevant in the implementation of this Agreement.

13.7 There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of any Party.

13.8 The word “including” is to be read as not limiting the generality or the preceding term or phrase.

13.9 This Agreement is not intended to affect any obligations that provincial tenure or permit holders or other third parties may owe to the Nicola Five.

13.10 This Agreement is not a treaty or land claims agreement within the meaning of Sections 25 and 35 of the *Constitution Act, 1982*.

13.11 This Agreement may be executed by the Parties electronically and in any number of counterparts and delivered by facsimile or similar electronic means (PDF) and the execution and delivery of such counterparts when taken together shall be deemed to constitute one and the same instrument.

13.12 This Agreement is to be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, except that the Parties agree to make reasonable best efforts to apply Nle?kepmxc and Syilx laws, traditions and customs in interpreting this Agreement, provided that the Nicola Five clearly communicate such laws, traditions and customs to the extent relevant.

13.13 Nothing in this Agreement affects the ability of any Party to respond to any emergency circumstances.

13.14 This Agreement, including its Appendices, may be amended by written agreement of the Parties.

EXECUTION VERSION

- 13.15 This Agreement and any amendments to it constitute the entire agreement between the Parties with respect to the subject matter of this Agreement, unless otherwise agreed in writing by the Parties. This Agreement replaces the 2024 Bridging Memorandum of Understanding between the Parties.
- 13.16 If any part of this Agreement is void or unenforceable at law, such invalid portion shall be severed from this Agreement and the rest of the Agreement shall remain in effect and fully enforceable.
- 13.17 If any part of this Agreement is void or unenforceable at law, the Parties agree to negotiate and attempt to reach agreement, to the extent reasonably possible and as their respective interests may require, on a replacement for the severed part with a view to achieving the intent of the Parties as expressed in this Agreement.
- 13.18 All headings in this Agreement are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, limit, enlarge, modify or explain the scope, extent or intent of this Agreement or any of its provisions.
- 13.19 In this Agreement, any reference made to a statute includes all regulations made under that statute and any amendments or replacements.
- 13.20 In this Agreement, words in the singular include the plural, and words in the plural include the singular unless the context or any specific definition require otherwise.
- 13.21 No term, condition, covenant or other provision of this Agreement will be considered to have been waived by the Parties unless such waiver is expressed in writing by the Parties.
- 13.22 No Party may assign, either directly or indirectly, this Agreement or any right under this Agreement without the prior written consent of the other Parties.
- 13.23 Where in this Agreement any notice or other communication is required to be given by any of the Parties, it will be made in writing. It will be effectively given:
- (a) by personal delivery to the address of the Party set out below, on the date of delivery;
 - (b) by pre-paid registered mail to the address of the Party mentioned in this Agreement, on the date the registered mail is delivered; or
 - (c) by email, to the email address of the Party set out in this Agreement, upon confirmation of transmission of such email.
- 13.24 The address and email address of the Parties are:
- (a) Nicola Five:
 - Upper Nicola Band
2225 Village Road
Douglas Lake BC V0E 1S0
General Delivery

Attention: Chief Daniel Manuel
 - Lower Nicola Indian Band
181 Nawishaskin Lane
Merritt BC V1K 0A7

Attention: Chief Nicholas Peterson
Email: nick.peterson@lnib.net

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Email: chief@uppernicola.com

Coldwater Indian Band
PO Box 4600
Merritt BC V1K 1B8

Nooaitch Indian Band
2954 Shackelly Road
Merritt BC V1K 1N9

Attention: Chief T. Lee Spahan
Email: ispahan@coldwaterband.org

Attention: Chief Neil Shackelly
Email: n.shackelly@nooaitchband.ca

Shackan Indian Band
PO Box 1360, 2099 Granite Avenue,
Merritt BC V1K 1B8

Attention: Chief Lindsay Tighe
Email: sibchief@shackan.ca

(b) The Province:

Ministry of Indigenous Relations and
Reconciliations
2957 Jutland Road
Victoria, BC V8T 5J9

Ministry of Water, Land and
Resource Stewardship
PO Box 9012 STN PROV GOVT
Victoria BC V8W 9L6

Attention: Regional Executive Director,
South, Government-to-Government and
Community Relations
Email: Paula.Thorogood@gov.bc.ca

Attention: Area Executive Director,
South Area, Strategic Land Use
Email: Eric.Valdal@gov.bc.ca

13.25 Any Party may at any time give notice to the other Party of any change of address, facsimile or email number in accordance with this section.

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EXECUTION VERSION

HIS MAJESTY THE KING IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA,

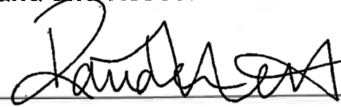
As represented by the Minister of
Indigenous Relations and Reconciliation



Honorable Minister Spencer Chandra Herbert

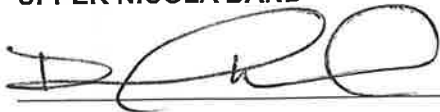
HIS MAJESTY THE KING IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA,

As represented by the Minister of Water,
Land and Resource Stewardship



Honorable Minister Randene Neill

UPPER NICOLA BAND



yilmix^{wm} (Chief) Daniel Manuel

LOWER NICOLA INDIAN BAND



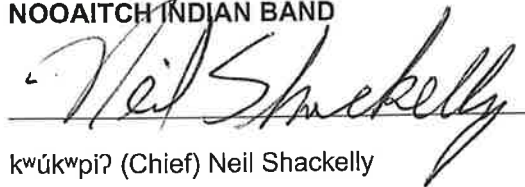
kwúkwpi? (Chief) Nicholas Peterson

COLDWATER INDIAN BAND



kwúkwpi? (Chief) Terrence Lee Spahan

NOOAITCH INDIAN BAND



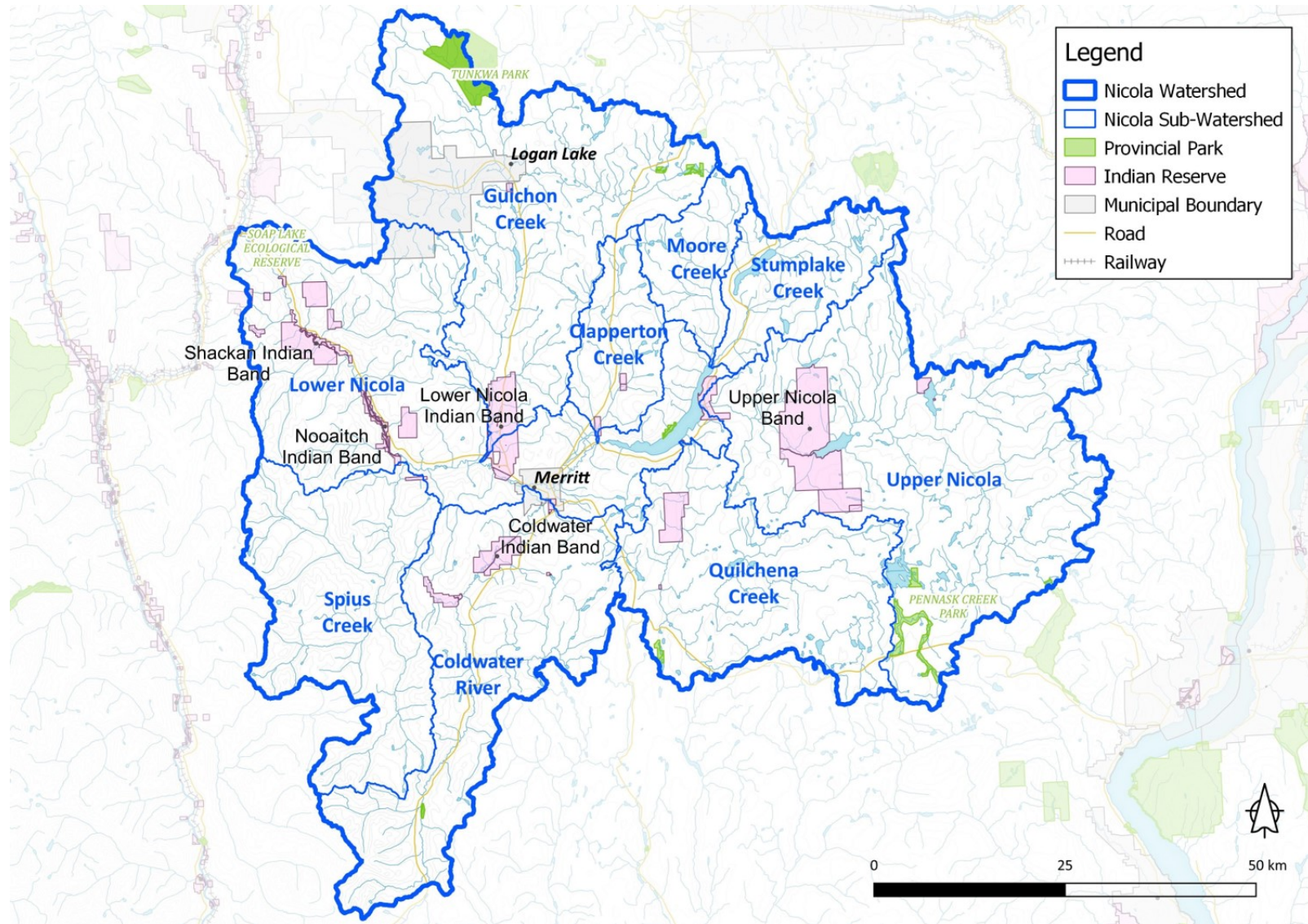
kwúkwpi? (Chief) Neil Shackelly

SHACKAN INDIAN BAND



kwúkwpi? (Chief) Lindsay Tighe

Appendix A – Map of the Nicola Watershed



Appendix B – How we work together: Process for Decisions

1.0 General Approach

- 1.1 When considering a proposal or recommendation related to a Decision:
- (a) the proposal or recommendation will be defined and scoped;
 - (b) interests or objectives will be clarified;
 - (c) a range of possible actions will be explored;
 - (d) a shared understanding will be sought on how well the proposed solutions(s) address the objectives; and
 - (e) participants will listen to the perspectives of others and seek consensus on preferred action(s).

2.0 Information Sharing

- 2.1 A matter requiring a Decision will first be provided to the Core Council with the following:
- (a) All relevant information about the matter including
 - i. its purpose and objectives;
 - ii. the proposed methods and timing;
 - iii. an explanation of any connections with existing projects or future projects or activities; and
 - iv. any reports, studies or analyses that may be relevant, including from any Technical Tables.
 - (b) Proposals and options to avoid any negative effects on Nleʔkepmxc Rights, Syilx Rights and/or the Nicola Watershed;
 - (c) Any other relevant information that the Core Council may reasonably request, which may include, if relevant, a mitigation and offset plan prepared by a qualified professional, incorporating proposals for:
 - i. mitigation measures;
 - ii. offsets;
 - iii. additional measures needed to ensure no harm or a net beneficial impact to Nleʔkepmxc Rights, Syilx Rights and/or the Nicola Watershed; and

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- iv. strategies that ensure the proposal will contribute to achievement of the objectives of the NWGP to sustainably manage water resources in the Nicola Watershed.

3.0 Review

- 3.1 Where complete information has been provided for a proposed Decision, the Core Council will review and discuss the matter, in accordance with the Core Council Terms of Reference, and may seek guidance or direction from their respective leadership as required.

4.0 Process for Reaching Consensus

- 4.1 The Parties will strive to reach consensus on all proposals or recommendations, meaning there is no substantive disagreement on the issue or decision(s). The Core Council will strive for consensus in accordance with its Terms of Reference.

5.0 Consensus of Core Council

- 5.1 If the Core Council reaches consensus, the Core Council will send a copy of the consensus to the Provincial Decision-Maker within 15 Business Days, along with the facts and information relied upon by the Core Council in sufficient detail.
- 5.2 If the Provincial Decision-Maker makes a Decision that is consistent with the consensus of the Core Council, then the Core Council will be notified of such, and no further steps are required unless separate notification of the Decision has been requested by one or more of the Nicola Bands, in which case such additional notices shall be provided.
- 5.3 If the Provincial Decision-Maker is considering a Decision that would not be consistent with the consensus of the Core Council, then the representative for the Province or the Provincial Decision-Maker:
 - (a) will give notice to the Core Council;
 - (b) will provide sufficient information about the proposed Decision to allow the Core Council to meaningfully discuss the issues and next steps, such as a draft analysis of the facts and information to be relied upon, and
 - (c) at the request of either Party, the Core Council and the representative for the Province or the Provincial Decision-Maker will meet within 15 Business Days (or such other mutually agreed and practicable timeframe) to discuss the proposed Decision, before the Provincial Decision-Maker issues the Decision.
- 5.4 At a meeting requested under Section 5.3, the Parties may explore one or more of the following options:
 - (a) identify additional information required or other follow-up needed and put the decision in abeyance until a future meeting;

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- (b) engage external resources to provide independent advice or re-frame the issue, or
- (c) seek an alternative way to reach consensus.

5.5 Within:

- (a) 15 Business Days following the meeting under Section 5.4; or
- (b) if no meeting is requested, within 15 Business Days following receipt of the notice provided under Section 5.3,

the Core Council will send a written update to the Provincial Decision-Maker confirming whether consensus remains or it has made any agreed amendments to the consensus, as the case may be.

- 5.6 The Province will not make a decision regarding the proposed Decision prior to receiving the written update from the Core Council under Section 5.5.
- 5.7 If the Provincial Decision-Maker still expects to make a Decision that is inconsistent with the consensus of the Core Council as confirmed or amended pursuant to Section 5.5 of this Appendix, then the Province will notify the Core Council and each of the Nicola Bands at least five (5) Business Days in advance of issuing the Decision, and once the Decision is made, the Province will provide a copy of the Decision with a written rationale and an identification of how impacts to Syilx Rights and Nl̓eʔkepmxc Rights were addressed within fifteen (15) Business Days after the Decision has been made, unless the Parties agree a written report is not required.

6.0 No Consensus of Core Council

- 6.1 While the Core Council strives to develop and reach consensus in accordance with its Terms of Reference, if the Core Council cannot reach a consensus and after completing any dispute resolution required by the Core Council Terms of Reference, Core Council representatives may each provide a separate recommendation to be collected and provided to the Provincial Decision-Maker for consideration.
- 6.2 If the Provincial Decision-Maker is considering a Decision that would not be consistent with the recommendation of any Nicola Band Core Council representative, then the representative for the Province or the Provincial Decision-Maker:
 - (a) will give notice to the Core Council;
 - (b) will provide sufficient information about the proposed Decision to allow the Core Council to meaningfully discuss the issues and next steps, such as a draft analysis of the facts and information to be relied upon, and
 - (c) at the request of either Party, the Core Council and the representative for the Province or the Provincial Decision-Maker will meet within 15 Business Days (or such other mutually agreed and practicable timeframe) to discuss and seek to understand the positions of Core Council representatives before the Provincial Decision-Maker issues the Decision.

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- 6.3 At a meeting requested under Section 6.2, the Parties may explore one or more of the following options:
- (a) identify additional information required or other follow-up needed and put the decision in abeyance until a future meeting;
 - (b) engage external resources to provide independent advice or re-frame the issue, or
 - (c) seek an alternative way to reach consensus.
- 6.4 Within:
- (a) 15 Business Days following the meeting under Section 6.36.2; or
 - (b) if no meeting is requested, within 15 Business Days following receipt of the notice provided under Section 6.2,
- the Core Council will send a written update to the Provincial Decision-Maker noting whether consensus has now been reached.
- 6.5 The Province will not make a decision regarding the proposed Decision prior to receiving the written update from the Core Council under Section 6.4.
- 6.6 If consensus has been reached, the Core Council will send a copy of the consensus to the Provincial Decision-Maker, along with the facts and information relied upon by the Core Council in sufficient detail and Sections 5.2 to 5.7 of this Appendix will apply.
- 6.7 If consensus has not been reached and the Provincial Decision-Maker still expects to make a Decision that is inconsistent with the recommendation of any Nicola Band Core Council representative, then the Province will notify the Core Council and each of the Nicola Bands at least five (5) Business Days in advance of issuing the Decision, and once the Decision is made, the Province will notify the Core Council and each of the Nicola Bands of the Decision with a written rationale and an identification of how impacts to Syilx Rights and Nl̓eʔkepmxc Rights were addressed within fifteen (15) Business Days after the Decision has been made.

Appendix C – Core Council Terms of Reference

[latest version to be inserted]



Nicola Watershed Governance Partnership Core Council

Terms of Reference – February 13, 2025

Mission:

Recognizing the importance of interconnection of water to the health of human communities, ecosystems and the economy, we work in partnership, and through engagement of stakeholders, to sustainably govern water resources in the Nicola Watershed using collaboration, innovation, and creativity

Vision:

xʷuy'naʕʔip zuminstəm tek m he tmixʷ ʔet tek m he quʔkt cʔeyt, tk spiʔxawt ʔet naʕʔip ʕuʔ xeʔe we scmeytk, we ʔəmʔimeckt ʔet he xʷuy'ʕʔek tuʔ wʔeye humət

Guiding Principles

The Core Council agree that all of the Food Chiefs and all of the Grandmother Teachings are connected and relevant for the work of the Core Council. A Four Food Chief guide is included for each section of the Terms of Reference; Grandmothers' Teachings have started to be added in the same way and will continue to be added as we understand them more deeply.

The Four Food Chiefs and the Grandmother Teachings will guide the way the Core Council will work together as outlined in this Terms of Reference. Members will share their knowledge with each other and include the perspectives of elders and youth (Grandmother Teachings of Huztowaahh and Huckpestes), and the wisdom of nlaka'pamux and syilx in general (Grandmother Teaching of Nmeenlth coynchoots). The Core Council will reflect Indigenous culture and Western history (Chief skəmxíst), actively listen and respect our relationships and interconnectedness (Chief spíʕəm), include the perspectives of those who cannot speak (Grandmother Teaching of Takemshooknooqua), strive to be innovative and creative (Chief siyaʔ), and actively pursue a successful outcome (Grandmother Teaching of Choownensh). Members will meet regularly, participate fully, communicate, and engage internally with each other and with stakeholders and communities in a timely and effective manner (Chief ntytyíx).

- **nlaka'pamux Grandmother Teachings:**

- Takemshooknooqua - Knowing we are connected: land, animals, plants, and people
- ChaaChawoowh - Celebrating people and land joyously
- Huckpestes – Developing lifelong learning and wisdom
- Huztowaahh – Giving lovingly to family and community
- Choownensh – Succeeding in endeavours
- Choowaachoots – Utilizing nlakapmux vision-seeking methods
- Nmeenlth coynchoots – Incorporating nlakapmux knowledge

- Peteenushem – Reflecting on learning and relearning lifelong lessons¹
- **syilx Four Food Chiefs:**
 - Chief skəmxíst (Black Bear) – Culture and history
 - Chief síya? (Saskatoon) – Innovation and creativity
 - Chief spítləm (Bitterroot) – Relationships and interconnectedness
 - Chief ntytyíx (Salmon) – Action and progress²

Background - Chief skəmxíst

In March 2018, the Province of BC and five First Nations of the Nicola Valley (Coldwater Indian Band, Lower Nicola Indian Band, Nooaitch Indian Band, Shackan Indian Band, and Upper Nicola Band, collectively referred to as the five Nicola Nations or N5), hereafter referred to as the 'Parties,' signed a Memorandum of Understanding (MOU) outlining their commitment to work together in a government to government (G2G) partnership. The purpose of the partnership is to sustainably comanage water resources in the Nicola watershed.

The G2G Nicola Forum (the NWGP Forum) consisting of representatives of the Province and the N5 was established in July 2018 to implement the MOU. In February 2019, the Forum approved the establishment of a Core Committee (CC) with technical, operational, and planning capacity to support the Forum in achieving its mandate in 2020. The Core Committee's role evolved through early 2021 and was renamed the Core Council and is now the primary G2G watershed management and decision-making body. These Terms of Reference guide the work of the Core Council.

Purpose – Chief ntytyíx

These Terms of Reference outline the work for the Core Council. The work of the Core Council will reflect and be guided by the Four Food Chiefs and the Grandmother Teachings and support reconciliation.



¹ The Ntə?kepmx Grandmothers' Teachings framework was created by Beatrice Marie Anderson as described in her thesis Ntə?kepmx Grandmothers' Traditional Teachings and Learnings (2011) <https://open.library.ubc.ca/media/download/pdf/24/1.0072469/1>

² The Four Chiefs, or the Four Food Chiefs captikʷ4 is a syilx story (How Food Was Given - From the story Kou-Skelowh kʷu sqilxʷ. We Are The People: A Trilogy of Okanagan Legends. Okanagan Nation Alliance. Theytus Books, 2017. The NWGP considers and acknowledge the work of Jeannette Armstrong in relation to this captikʷ4 (see for example Constructing Indigeneity: Syilx Okanagan Oraliture and tmíxw centrism (2009) <https://d-nb.info/1027188737/34>

The overall purpose of the Core Council is to support the NWGP Forum in achieving its mandate and furthering reconciliation:

1. Develop and implement a collaborative governance structure to achieve the objectives set out in the MOU by acting as the link between the project's governance and project administration;
2. By making decisions as delegated by the Forum; and
3. by providing guidance and oversight to the NWGP secretariat.
4. Develop long-term recommendations for consideration by the five First Nations and the Province of British Columbia pertaining to collaborative governance for the sustainable management of water resources in the Nicola watershed.

Membership - Chief spíłəm

Community & Provincial Representatives

The CC will include up to 7 (*adjust accordingly*) representatives from the following:

- Coldwater Band
- Lower Nicola Band
- Nooaitch Band
- Shackan Band
- Upper Nicola Band
- Ministry of Water, Land and Resource Stewardship

Representatives from each Nation should be confirmed in writing through a BCR.

Alternates (As outlined in the NWGP Alternate Policy, May 29, 2024 approved by the N5 Chiefs)

Appointment of an Alternate:

An Alternate may be designated in writing for each Nation. Each Nicola Five [Chief] [Chief and Council] will determine the appropriate mechanism through which to choose an Alternate and the appropriate way to document that decision in writing, according to their customs and practices.

The written designation should include any express limits on the authority of the Alternate.

Subject to any written limitations, an Alternate may do anything that the Chief who appointed the Alternate can do at the CC meetings.

Once an Alternate has been designated, each Nation will provide a copy of the written designation to the Project Administrator for the NWGP.

Roles and Responsibilities of an Alternate:

After meetings of the CC, an Alternate is responsible for reporting back to their community's Chief and Council about the discussions and decisions of the CC; and seek direction and guidance as needed from their community's Chief and Council.

Eligibility of an Alternate:

A Chief may designate [a member of their community's Council] to act as an Alternate.

An Alternate cannot designate a 'sub-Alternate'. In other words, an Alternate cannot delegate their attendance and participation at the Project to any other person who is not the Chief.

Roles and Responsibilities - Chief skəḿxíst

CC Members

- The scope of decisions will be developed by the CC working with the N5 Chiefs Forum the NWGP forum to benefit the overall NWGP project administration and governance. Decisions may include:
 - Actively participate in monthly meetings, primarily in-person, but occasionally by phone,
 - Ensure continuity of attendance to achieve quorum,
 - Review and approve annual workplans and budgets,
 - Support of five-year plan,
 - Joint recommendations on statutory decisions following a review by a technical working group (future).

CC members are responsible for updating and informing their Chief and Council about the motions, decisions and activities of the Core Council and work of the NWGP.

Decision Making – Chief spíłəm and Chief skəḿxíst

The CC will make consensus decisions, knowing that each perspective is valuable and provides an opportunity for learning and innovation. CC members will approach each perspective with curiosity knowing that this process will help to build and maintain strong relationships. CC members will follow the steps below as they make decisions together:

1. The decision required is explained and understood,
2. Each perspective regarding the decision is shared,
3. Information will be provided as needed, and studied,
4. Based on the discussion and information provided, a decision will be made.

Only representatives of the Core Council or appointed Alternates have decision making authority. Guests, observers and technical support have no decision making authority.

If CC member is not in person or virtually at a meeting, any motions must be sent to absent CC members via email to seek consensus. The follow up on the motion will be reflected in the old action section of the Agenda at the next CC meeting. To support the work of the Core Council, it is the responsibility of the members of Core Council to respond to motions that are sent by email in a timely manner.

The Core Council may explore other forms of shared decision-making processes.

Co-Chairs

Each Party will appoint a Co-Chair from among its Members.

The term of Co-Chairs will be annual (reviewed and confirmed in April each year).

Roles and Responsibilities

There shall be one co-chair from the BC government and one from the Nicola 5 Nations. The role of the co-chairs is to support the follow up of the actions to move the work of the NWGP forward, provide updates and communication to the N5 Chiefs Forum and the BC Forum. The co-chairs are accountable to and responsible for

updating and seeking input from the N5 Chiefs Forum and NWGP as a whole. For external communications the co-chairs act as the spokesperson representing NWGP. Any actions or decisions that come out of discussions from in-camera sessions or with members of the Forum must be documented and forwarded to Secretariat.

Secretariat

Roles and Responsibilities

The Secretariat is the administrative and operational arm of the Core Council reporting to both the Core Council and the N5 Chiefs Forum. The Secretariat is responsible for development of agendas, facilitation of meetings and follow up of the actions. Meeting agendas and materials will be developed by Secretariat and circulated at least a week in advance of CC meetings.

Elders, Knowledge Keepers and Youth

Roles and Responsibilities

Elders, Knowledge Keepers and Youth are advisory bodies to provide guidance to inform the work of the Core Council and technical tables.

Quorum

Quorum for making decisions is achieved when all CC members appointed (or their alternate) are present (in person or virtually). Alternately, input can be provided to a decision in advance to the co-chairs or facilitator and shared with CC members present in the meeting. Alternately, if sufficient CC members are absent, the decision may be postponed to a subsequent meeting.

Meeting Frequency

The Core Council shall meet monthly, the second Thursday of the month from 9:30 am – 3:30 pm, in person as much as possible. The Core Council will meet at least biannually with the NWGP Forum. The Core Council will invite the co-chair of the N5 Chiefs Forum and the BC Forum co-chair to attend some of the Core Council.

Dispute Resolution

Core Council members are expected to abide by the Terms of References including Grandmother Teachings and code of conducts. Issues that arise should be addressed at the CC level but may be raised to Forum Co-Chairs if unable to be resolved at CC level.

In the event of a disagreement or inability to make a decision, the topic will be raised at a subsequent meeting. If the CC is unable to reach an agreement or decision, an in depth En'owkinwix process with guidance from the Grandmother Teachings (Appendix 1) will be initiated. If the issue is not resolved it will be elevated to the NWGP Forum for guidance. It should be noted that the Grandmother Teaching will be updated to reflect guidance from the Resolution Pathways Workbook once endorsed.

Approval and Amending the Terms of Reference – Chief síya? and Chief ntytyíx

The Terms of Reference (ToR) may be approved by the Core Council as long as agreement is reached. If there is disagreement, input will be sought from the NWGP Forum, which includes input from the BC Forum members and N5 Chief Forum members. Either way, both Forums should be informed of amendments to the ToR even if approval is not sought. (need to demonstrate consistency of the MOU).

The ToR is a living document that should be reviewed annually with the appointment of the co-chairs. The ToR may be amended periodically as needed, from the date of signing and as the members learn more about the application of the Grandmother Teachings and Four Food Chiefs.

Dissolution

Refer to MOU 2022.

APPENDIX 1

En'owkinwix and [Nte?kepmx](#) Grandmother Teaching Frameworks

The Four Chiefs Enowkinwixw Discourse

These materials for understanding and participating in this traditional consensus-building listening process was shared by Jeannette Armstrong (Okanagan), and she has guided people in the successful use of this process in diverse communities. We thank her for sharing her work and her collaborators' work with the Indigenous Resources Network.

Let Us Begin with Courage

The word Eníowkin comes from the high language of the Okanagan people and has its origin in a philosophy perfected to nurture voluntary cooperation, an essential foundation for everyday living.

The term is based on a metaphorical image created by the three syllables that make up the Okanagan word. The image is of liquid being absorbed drop by single drop through the head (mind). It refers to coming to understanding through a gentle integrative process.

Eníowkin is also the name given our education center by elders of the Okanagan; it is meant to assist and guide us in restoring to wholeness a community fragmented by colonization.

To the Okanagan People, as to all peoples practicing bio-regionally self-sufficient economies, the knowledge that the total community must be engaged in order to attain sustainability is the result of a natural process of survival. The practical aspects of willing teamwork within a whole-community system clearly emerged from experience delineated by necessity. However, the word cooperation is insufficient to describe the organic nature by which members continue to cultivate the principles basic to care-taking one another and other life forms, well beyond necessity.

Having been born into such a living community, albeit one becoming more fragmented, I have come to the conclusion that its philosophy is supported by an infrastructure that governs the imperatives by which choices are made, and that this structure solicits desired results. In this particular living community, the structure that implements the principles could be described as an organizational process, one profoundly deliberate in insuring an outcome that results in a community strengthened by the dynamics of deep collaboration—that is, collaboration at all levels over generations.

En'owkin, practiced as a rules-to-order technique, solicits voluntary deep collaboration. As such, En'owkin is engaged in by the community as a customary procedure in order to insure that the principles of sustainability will be incorporated in decision-making. The customs are cultural traditions arising as a worldview. In the En'owkin process, we do things in a way that enables us to experience collaboration as the most natural and right way to do things. To me the principles of the process seem simple: because they are so deeply imbedded, I cannot see how community could operate other than within these principles. Yet, through articulating them, I have come to discern the complexity and depth of their significance. The principles are most easily represented in a schematic, rather than in words, displaying the structurally integrative nature by which they intersect all levels of human experience.

INDIVIDUAL LAND FAMILY COMMUNITY

What can we come to expect from practicing these life principles? First, we can expect each individual to fully appreciate that, while each person is singularly gifted, each actualizes full human potential only as a result of physical, emotional, intellectual, and spiritual well being, and that those four aspects of existence are always contingent on external things.

Second, as an individual, each person is a single facet of a transgenerational organism known as a family. Through this organism flows the powerful lifeblood of cultural transference designed to secure the best probability of well being for each generation.

Third, the family system is the foundation of a long-term living network called community. In its various configurations this network spreads its life force over centuries and across physical space; using its collective knowledge to secure the well being of all by the short- and long-term choices made via its collective process. Finally, a community is the living process that interacts with the vast and ancient body of intricately connected patterns operating in perfect unison called the land. The land sustains all life and must be protected from depletion in order to insure its health and ability to provide sustenance across generations.

It is imperative that community — through the family and the individual — be seen as a whole system engaged in maintaining the principles that insure its well being. En'owkin is, to me, a philosophy expressed in the process of being part of a community. The idea of community, as understood by my ancestors, encompassed a complex holistic view of interconnectedness. Within a contemporary Okanagan context, En'owkin achieves a process of inquiry and decision-making intended to continuously challenge complacency and rigidity.

I have found that it solicits a non-adversarial approach to collaborative decisionmaking culminating in true consensus making, which in turn encourages both harmony and empowerment.

The holistic parameters of En'owkin demand our responsibility to everything we are connected to — the heart of sustainability. I have most often observed its workings as a governing process, because En'owkin was most visibly engaged during decision-making in my community.

The word En'owkin in the Okanagan language elicits the metaphorical image of liquid being absorbed drop by single drop through the head (mind). It refers to coming to understanding through a gentle process of integration. The Okanagan people used this word when there was a choice confronting the community. An elder would ask the people to engage in En'owkin, which requested each person contribute information about the subject at hand. What took place was not so much a debate as a process of clarification, incorporating bits of information from as many people as possible, no matter how irrelevant, trivial, or controversial these bits might seem, for in En'owkin, nothing is discarded or prejudged.

The process deliberately seeks no resolution in the first stage. Instead, it seeks concrete information; then inquires how people are affected and how other things might be affected, both in the long and the short term. It seeks out diversity of opinion. Persons with good analytical skills or special knowledge are usually given opportunity to speak, as are spokespersons for individuals or families. Anyone may speak, but only to add new information or insight.

The next stage "challenges" the group to suggest directions mindful of each area of concern put forward. The challenge usually takes the form of questions put to the "elders", the "mothers", the "fathers", and the "youth". Here, the term elders refers to those who are like-minded in protecting traditions. The group seeks their spiritual insight as a guiding force of connection to the land. The term mothers refers to those who are like minded in their concern about the daily well-being of the family. The group seeks from the mothers sound advice on policy and on workable systems based on human relations. The term fathers refers to those who are like-minded in their concern about the things necessary for security, sustenance, and shelter. Usually the group seeks from the fathers practical strategy, logistics, and action. The term youth refers to those who are like minded in their tremendous creative energy as they yearn for change that will bring a better future. Usually the group seeks from the youths their creative and artistic prowess in theorizing the innovative possibilities and their engagement in carrying it out.

Using this process does not require a rigid meeting format in which information is solicited. Rather, it is imperative that each person play his or her strongest natural role, because that is how each person can best contribute to the community. Persons speaking usually identify the role they've assumed by saying, for example, "I speak as a mother," and proceed to outline what is understood that mothers are being challenged to contribute. Each role is then valued as indispensable to the unit.

YOUTH - innovative possibilities

FATHERS - security, sustenance, shelter

MOTHERS - policy, workable systems

ELDERS - connected to the land

Stated and unstated ground rules of the process "challenge" each member of the group to be considerate and compassionate to all others in the solution building. The process asks that each person be committed to creatively include in his or her own thinking the concerns of all others. It requires each person's understanding to expand to accommodate the whole of the community. The point of the process is not to persuade the community that you are right, as in a debate; rather, the point is to bring you, as an individual, to understand as much as possible the reasons for opposite opinions. Your responsibility is to see the views of others, their concerns and their reasons, which will help you to choose willingly and intelligently the steps that will create a solution — because it is in your own best interest that all needs are addressed in the community. While the process does not mean that everyone agrees—for that is never possible — it does result in everyone being fully informed and agreeing fully on what must take place and what each will concede or contribute.

The action finally taken will be the best possible action, taking into consideration all the short-term, concrete social needs of the community as well as long-term psychological and spiritual needs, because all are essential to a healthy community and to sustainability. This is where diversity of thought and ingenuity resides. The elders describe it as a decision-making process of the group mind at its best. The word they use means something like "our completeness." It creates complete solidarity in a group moving in the direction suggested, at the same time opening the door to a collaborative imagination and innovation much more likely to produce the best answer.

It seems to me that in diverse groups the En'owkin process is even more useful because there is a greater possibility of differing opinions. In modern decision-making, the "Roberts rules of democratic process," in

carrying out the will of the majority, creates great disparity and injustice to the minority, which in turn leads to division, polarity, and ongoing dissension. This type of process is in fact a way to guarantee the continuous hostility and division that give rise to aggressive actions that can destabilize the whole community, creating uncertainty, distrust, and prejudice. Different religions and ethnic origins, inequality of income levels, and inaccessible governing are the best reasons to invoke the En'owkin process.

Real democracy is not about power in numbers, it is about collaboration as an organizational system. Real democracy includes the right of the minority to a remedy, one that is unhampered by the tyranny of a complacent or aggressive majority. The En'owkin process is a mediation process especially designed for community. It is a process that seeks to build solidarity and develop remediated outcomes that will be acceptable, by informed choice, to all who will be affected. Its collaborative decision making engages everyone in the process; decisions are not handed down by leaders "empowered" to decide for everyone. It is a negotiated process that creates trust and consensus because the solution belongs to everyone for all their own reasons. The process empowers the community, creating unity and strength for the long term. Because land is seen as a fundamental part of the self, along with family and community, it requires and insures sustainable practice in its practice.

En'owkin as a community-building process makes even more sense as communities grow ever more diverse. While the human mind is naturally focused on survival; community mind can be developed as a way to magnify the creativity of an individual mind and thus increase an individual's overall potential. A critical component of leadership today is the profit motive that affects us all at every level.

Our original communities have disintegrated; the long-term condition of the human species, and other life forms, has become secondary to short-term profit for the few, allowing for poor choices that have altered the health and lives of millions. I have come to understand that unless change occurs in the ways in which communities use the land, the well being and survival of us all is at risk. We can change this. For these reasons, I choose to assist in changing the paradigm by joining in a collaborative process to devise a better future.

My contribution in the En'owkin process undertaken by the Center for Ecoliteracy is to share my insight and to assist with my view of an ages-old technique perfected by my ancestors for building sustainability principles into community process. Today we human beings face the biggest of obstacles, and so the greatest challenges, to our creativity and responsibility.

Let us begin with courage and without limitations, and we will come up with surprising solutions.

Jeannette C. Armstrong, *Blowing Drifts Moon*, February 1999. This is an excerpt from the publication *Ecoliteracy: Mapping the Terrain*. © CEL

The Four Chiefs Enowkinwixw Discourse: The Four Societies

By Jeannette Armstrong, Ph.D., and Marlowe Sam, Ph.D. Candidate

Syilx philosophy is imbedded from childhood through the teaching stories, which set in place traditional cultural protocols. To thrive, communities must be sourced by principles of reciprocity and balance, which were modeled by the story of the Four Chiefs.

Enowkinwixw is the Syilx word for the dialogue procedures that the Four Chiefs undertook to ensure an equality of voice within extremes of diversity. The process supports collaborative creativity, and therefore transforms individualized positions toward a collective perspective. It creates community solidarity through in-depth consensus-building for the benefit of all who will be impacted or affected.

The Four Chiefs story can be thought of as a template for the right way to discuss things and work together in a community. The story identifies four oppositional sectors within every community. Each has a different contribution to make in discussions, and all are equally necessary in a community. The Enowkinwixw process relies on an understanding of community as a natural system to achieve transformative change through empowering diversity and mediating adversity.

The Enowkinwixw protocol empowers and encourages the different voices of community to contribute their views through bringing together four smaller groups. These can be thought of as four sectors in diametric opposition within a circle; they can discuss the topic being addressed from each of their unique views toward the goal of reconciliation, consensus and solidarity.

The procedure is a process which is always guided by Chiefs or ilmixwm — those who twine the strands into one, within mutually agreed-upon protocols for discussion. The discussion can be thought of as a four-level process, with each level an essential foundation for the next level:

1. Identification/Clarification. Because of the diversity of positions and the need for equality of voice, each individual and his or her standpoint must become visible and be identified in one of the four oppositional sectors. This level of the procedure also identifies what the question under discussion means to each individual.
2. Visioning. This level encourages what the Syilx call in English group-mind to come alive through a collaborative creative process which will further position each perspective from a positive view rather than from a view which emphasizes “issues.”
3. Analysis. This level encourages an analysis which addresses obstacles to the common vision by embracing and reconciling the opposing segments’ views of the obstacles.
4. Consensus and Solidarity. This level of discourse brings together what are now two reconciled sides, through a planned short-to-long-term approach to achieve the objectives. The objectives are identified as concrete ways toward actualizing the vision of all four sectors. The process ends with the identification of concrete and doable commitments from each participant toward the realization of that vision.

Protocols for Council Process

In order for our experience together to be the most meaningful for everyone, we agree to these protocols:

Everyone who is part of the Four Societies experience will participate fully in every activity. There are no observers. We will all stay for the duration of the program.

We will begin our sessions promptly on time, and keep to the schedule.

We recognize that our ways of listening and speaking are crucial to this process. Our goal is to ensure that everyone is heard and to build on what others say. We are committed to seeking group consensus rather than arguing, debating, or trying to convince each other of the correctness of our ideas.

We will give everyone the opportunity to speak at least once before anyone speaks a second time, except to ask for clarification. We will listen as carefully as if we were taking notes (or will actually take notes), and will refrain from private conversations and from using cell phones or texting.

When we speak, we will be attentive to time, to staying on topic, and to contributing new thoughts rather than repeating ideas already expressed. We will direct our remarks to the whole group instead of commenting on or expressing disagreement with each other's statements. We will respect our fellow participants, and will take care to avoid sexist, racist, or demeaning language.

If any one of us is having an intense personal experience, we will give that person the space to experience that moment without cutting the experience short by comforting, touching, or otherwise redirecting their attention.

We will listen to, respect, and follow the direction of our facilitators.

Nte?kepmx Grandmother Teachings

Nte?kepmx Peoples recognize yéye? (Grandmothers) as legal authorities, both within their families and on the tmix^w.³ While this authority primarily lives in yéye?'s personal and oral teachings, Nte?kepmx scholar Beatrice Tiila Marie Anderson's work with eleven Nte?kepmx yéye? draws out eight "Grandmother Teachings".⁴ The Teachings are guides for how individuals, families and communities may uphold lawful relations in the Nicola Watershed. As summarized by Dr. Anderson, these are:

- (1) **tékm snuk^we?** (Takemshooknooqua), Knowing we are connected: land, animals, plants and people;
- (2) **ce?c?éx^w** (ChaaChawoowh), Celebrating people and land joyously;
- (3) **xəkpstés** (Huckpestes), Developing lifelong learning and wisdom;
- (4) **xəztwax^w** (Huztowaahh), Giving lovingly to family and community;
- (5) **cunwen's** (Choownensh), Succeeding in endeavours;
- (6) **cuwecút** (Choowaachoots), Utilizing Nte?kepmx vision-seeking methods;
- (7) **nmímt [he] sq^wincuts** (Nmeenlth coynchoots), Incorporating Nte?kepmx knowledge;
- (8) **[s]ptínusm** (Peteenushem), Reflecting on learning and relearning lifelong lessons.

The NWGP Indigenous Laws team is looking specifically at how the Nte?kepmx Grandmother Teachings, alongside syilx eno^wkinwix^w,⁵ support decision-making and dispute resolution. Dr. Anderson's work illuminates how the Grandmother Teachings nurture the physical, spiritual, emotional and mental realms. The NWGP's work draws on how Scw'exmx People balance these four dimensions of life while working through challenges and conflicts in ways that uphold Nte?kepmx laws and worldviews.

Our team is developing a Resolution Pathways workbook that shows how the Nte?kepmx Grandmother Teachings work together with eno^wkinwix^w methods to establish decision-making frameworks that are truly Indigenous to the Nicola Watershed. Solid pathways lead to strong outcomes.

³ Scw'exmx and syilx Law In & For the Nicola Watershed, Draft Report for Community Review, 2021 (the "Draft NWGP Law Report"), Chapter 4.1.2.

⁴ Beatrice Marie Anderson, *Nlakapmux Grandmothers' Traditional Teachings and Learnings* (UBC: D.Ed. Thesis, 2011), online: <https://open.library.ubc.ca/soa/cIRcle/collections/ubctheses/24/items/1.0072469>.

⁵ See the Draft NWGP Law Report, Chapter 4.2.

APPENDIX 2

BCR Template

BAND COUNCIL RESOLUTION – DATE

From the Council of: (Name of Band)

Date of Duly convened meeting:

WHEREAS:

(Name of Band) Chief and Council appoint (Name of Representative) to be the Nicola Watershed Governance Partnership Core Council representative on behalf of the (Name of Band).