

**Skwelkwekwelt Sun Peaks Collaboration Framework**  
**MEMORANDUM OF UNDERSTANDING**

Pespesellkwe te Secwepemc – Adams Lake and Little Shuswap Lake

(the “PteS”)

AND

BETWEEN

Her Majesty the Queen in right of the  
Province of British Columbia, as represented  
by the Minister of Forests, Lands, Natural  
Resource Operations and Rural Development

(The “Province”)

(Collectively referred to as the “Parties”)

## **WHEREAS:**

- A. The Parties, wish to establish understandings and commitments that:
  - a. create a more collaborative, coordinated, sustainable and efficient approach to the stewardship of land and natural resources within Skwelkwekwelt and
  - b. develop new economic opportunities and initiatives that enable PteS to make progress toward their socio-economic objectives.
- B. The Province acknowledges that PteS asserts Aboriginal Rights, including Aboriginal Title (PteS Rights), within PteS Traditional Territory, including PteS rights to act as caretakers (Yucwmenlu-cwu) of the land and resources within their territory.
- C. The Parties acknowledge that PteS have an unresolved historic claim regarding a reduction of the original Neskonlith Douglas Reserve in or about 1860. Information produced by PteS in the context of the collaboration framework may be applicable or utilized for this purpose.
- D. The PteS is aware of the Master Development Agreement between the Province and Sun Peaks LLP and the Provincial authorizations, which are required for the implementation of the Master Plan.
- E. In alignment with the *United Nations Declaration on the Rights of Indigenous Peoples* (UNDRIP) and the Truth and Reconciliation Commissions Calls to Action, the Parties agree to explore reconciliation of PteS Rights within the Skwelkwekwelt.
- F. The Parties understand that the successful implementation of this Memorandum of Understanding (MOU), and the building of cooperative working relations, will depend upon the Parties joint cooperation to identify, explore and resolve differences which arise between them.

## **1. Purpose**

- 1.1 The purpose of this MOU is to outline the collaborative manner by which the Parties will work together towards their shared goal of the long-term reconciliation of PteS Rights within Skwelkwekwelt.

## Definitions

In this MOU the following definitions apply:

“**Government to Government**” means formal bilateral discussions between the Parties or their designated representatives;

“**MOU**” means this Memorandum of Understanding between PteS and the Province, and all appendices to this MOU;

“**PteS Rights**” means the asserted Aboriginal rights of the PteS, including Aboriginal title, pursuant to section 35 of the *Constitution Act*, 1982; and

“**Skwelkwekwelt**” means the lands, waters and natural resources in the vicinity of the Sun Peaks Controlled Recreation Area, including the Cahilty Plateau, as shown within the boundary marked in black on the map attached at **Appendix A**; and

“**Yucwmenlu-cwu**” means Caretakers of the land.

## 2. Geographic Area

2.1 This MOU applies to **Skwelkwekwelt**

## 3. Goals

3.1 The Parties agree to work together in pursuit of the following goals:

- a. Identify and pursue revenue sharing opportunities from the management and use of Provincial natural resources within the Skwelkwekwelt;
- b. Support the PteS in re-establishing their role as Yucwmenlu-cwu;
- c. Collaboratively explore approaches for a contemporary shared decision-making model between the Province and PteS;
- d. Develop a collaborative process or processes to facilitate and seek consensus in decision making;
- e. Establish a collaborative working relationship based on respect, transparency, and the sharing of information on which to foster an improved, ongoing and respectful Government to Government relationship; and
- f. Identify potential sources of funding, including but not limited to enhanced revenue sharing, to assist the Parties in carrying out the goals as outlined in this MOU.

#### **4. Actions**

- 4.1 To support the goals as set out in this MOU the Parties have identified a list of non-binding actions with estimated timelines and budgets (the “Action Plan”). A copy of this Action Plan is attached at Appendix B and will be updated as necessary.
- 4.2 The Parties acknowledge that the Action Plan will require further development and articulation of a temporally incremental approach to implementation of actions, broken down into manageable components.
- 4.3 The Parties recognize the need to seek further mandates to support the Action Plan.

#### **5. Sun Peaks Reconciliation Table**

- 5.1 The Parties will establish a Reconciliation Table and appoint Chief Negotiators.
- 5.2 The purpose of the Reconciliation Table will be:
  - 5.2.1 To direct and supervise the work described in Appendix B;
  - 5.2.2 To review the results of any the work described in Appendix B;
  - 5.2.3 To negotiate the agreements, subject to approval by the parties in accordance with their own processes, described in Appendix B.
- 5.3 The Reconciliation Table will meet as often as needed to make progress with respect to these matters and in any event no less than once every sixty days.

#### **6. Funding**

- 6.1 The Parties acknowledge that the goals and Action Plan of this MOU are contingent on funding and the Parties commit to explore options to identify funding to support these goals and Action Plan.
- 6.2 Despite any other provision of this MOU, the payment of money by the Province pursuant to this MOU is subject to:
  - 6.2.1 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
  - 6.2.2 Treasury Board not having controlled or limited pursuant to that Act, expenditure under any appropriation necessary in order to make such payment.

#### **7. General**

- 7.1 This MOU is not legally binding, and does not create any contractual or financial obligations for any Party.

- 7.2 This MOU does not:
- 7.2.1 create, amend, define, affirm, recognize, abrogate, derogate from any Aboriginal rights or title of the PteS which are recognized and affirmed by section 35(1) of the *Constitution Act, 1982*;
  - 7.2.2 preclude the right of any Party to engage in further processes to establish the scope or the geographic extent of the PteS rights, including title;
  - 7.2.3 affect the jurisdiction or fetter the discretion of any decision-making authority; or
  - 7.2.4 limit the positions any Party may take in any legal or administrative proceedings or in any discussions, negotiations or other forum; or constitute any admission of fact or liability.
- 7.3 Nothing in this MOU is intended to limit any rights and/or obligations that any of the Parties, and each of them, may have under any other agreement.
- 7.4 This MOU is not a treaty or lands claim agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.
- 7.5 Nothing in this MOU is an admission of fact or liability by the Province or the PteS.
- 7.6 Except as the Parties may agree, in the future, in writing, this MOU will not limit any position either Party may take in future negotiations or legal proceedings and neither Party is limiting the right of the other Party to engage in legal proceedings now or in the future.
- 7.7 This MOU may be signed in counterparts and exchanged by the Parties by electronic means of transmission. Together, all counterparts constitute one MOU.
- 7.8 This MOU may be amended, in writing, with the consent of the Parties.

## **8. Term & Termination**

- 8.1 This MOU takes effect on the date it is signed by the Parties.
- 8.2 The MOU remains in effect until:
- a. some or all of it is amended to exclude portions that are replaced by further agreements between the Parties; or
  - b. until it is terminated by any of the Parties.
- 8.3 Either Party may terminate this MOU by providing 30 days' advance written notice to the other Party, setting out the reasons for termination and the date on which the termination takes effect.

8.4 If a Party provides notice of termination under 9.3, the Parties will make reasonable efforts to resolve the dispute or issue within the 30 days, and commit to attending at least one meeting with Mountain Resorts Branch, Executive Director to explore the possibilities of resolving the issue during that time or within any agreed-upon extension of time.

The signatories have signed this MOU on March, 2 2021.

Signed on behalf of Adams Lake Band  
by:

  
KUKPI7 CLIFF ARNOUSE

Signed on behalf of the Province of British  
Columbia by:

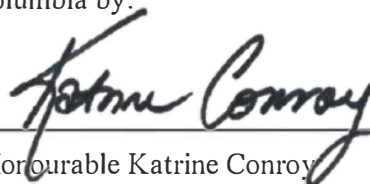


Honourable Murray Rankin  
Minster of Indigenous  
Relations and Reconciliation

Signed on behalf of Little Shuswap Lake  
Band by:

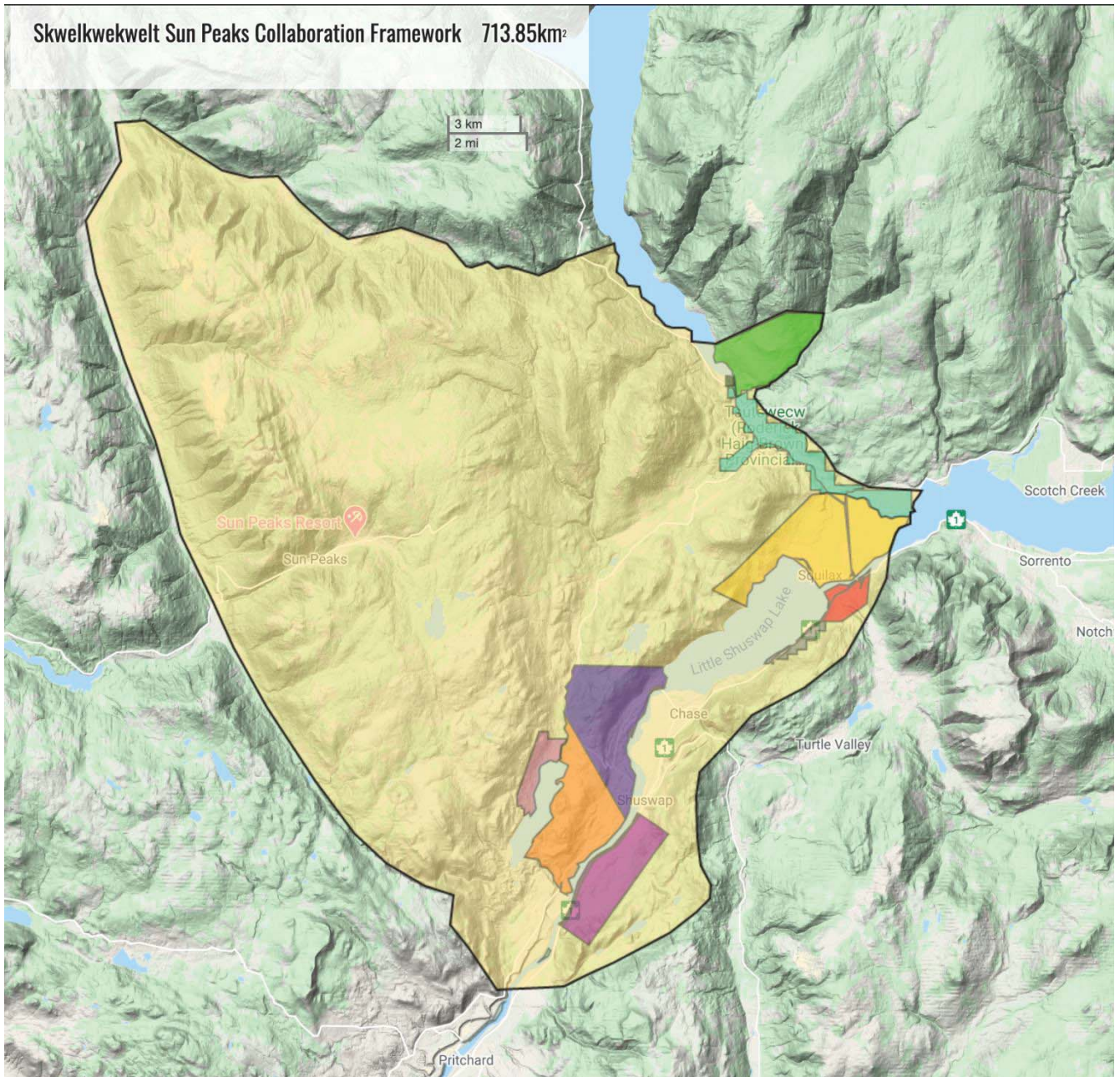
  
KUKPI7 OLIVER ARNOUSE

Signed on behalf of the Province of British  
Columbia by:



Honourable Katrine Conroy  
Minister of Forests, Lands,  
Natural Resource Operations  
and Rural Development

# Appendix A



## Appendix B

Phase	Description	Outcomes	Est. Timeframe
1	Multi-faceted Cumulative Effects and Socio-Economic Study	<ul style="list-style-type: none"> <li>• Work plan and detailed cost estimate</li> <li>• Socio-Economic- Environmental Assessment Report, to include:               <ul style="list-style-type: none"> <li>○ Indigenous Use</li> <li>○ Aboriginal Tourism</li> <li>○ Sensitivity Analysis</li> </ul> </li> </ul>	FY2020/21
1	Cultural Heritage and Rights Impacts Assessment	<ul style="list-style-type: none"> <li>• Interim/Scoping Report               <ul style="list-style-type: none"> <li>○ Indigenous Use</li> <li>○ Cultural Protected Areas</li> <li>○ Aboriginal Tourism</li> </ul> </li> </ul>	FY2020/21
1	Access Management Study and Plan	<ul style="list-style-type: none"> <li>• Work Plan Preparation</li> <li>• Data Collection</li> <li>• Existing Conditions</li> <li>• Background Review &amp; Consultation History</li> <li>• Future Desired Conditions</li> <li>• Back Road Travel Demand</li> <li>• Concept Generation &amp; High-level Options Assessment</li> </ul>	FY2020/21
1/2	Community Engagement	<ul style="list-style-type: none"> <li>• Open houses</li> <li>• Utilizing existing communication channels (Bands Websites, Newsletters, Email, Social Media, and Questions/Surveys etc.)</li> <li>• Protocol for ongoing engagement</li> </ul>	FY2020/21
2	Co-management and Environmental Stewardship (this involves finalizing various studies outlined in Phase 1)	<ul style="list-style-type: none"> <li>• Work plan and detailed cost estimate</li> <li>• Planning Framework Document, including:               <ul style="list-style-type: none"> <li>○ Values;</li> <li>○ Principles;</li> <li>○ Goals;</li> <li>○ Objectives;</li> <li>○ Implementation Strategy</li> </ul> </li> <li>• Cultural Protection Plan</li> <li>• Access Management</li> <li>• Deactivation Plan</li> <li>• Indigenous Use/Sensitive Areas/Protected Areas</li> <li>• Guardianship Program</li> <li>• Land Transfer</li> </ul>	FYI 2021/24

		<ul style="list-style-type: none"> <li>• Link to the resolution of the Douglas Reserve Claim (At the point the new claim is accepted for negotiation by Canada)</li> <li>• Jurisdictional Framework Agreement</li> </ul>	
2	Economic Opportunities	<ul style="list-style-type: none"> <li>• Skwelkwekwelt Economic Plan</li> <li>• Indigenous Tourism Forum</li> <li>• East Road Development</li> </ul>	2021/22
2	Revenue Sharing	<ul style="list-style-type: none"> <li>• Economic Contribution Agreement</li> <li>• Land Transfer</li> </ul>	2021/22
1 & 2	Partnership and Stakeholder Engagement	<ul style="list-style-type: none"> <li>• Support engagement and potential future agreements with Stakeholders, Local Governments and Ministries</li> <li>• School exchange between Sun Peaks and PteS schools</li> <li>• Building cultural awareness and sensitivity</li> </ul>	ongoing
2	Reconciliation Agreement	<ul style="list-style-type: none"> <li>• Identify issues and explore opportunities to address the occupation, development and operations of Sun Peaks in support of a reconciliation agreement mandate request</li> </ul>	ongoing