



## Relationship Protocol Between Tk'emlúps te Secwépemc and the Thompson Nicola Regional District

### Me7 tscwentwécw es elkstwécws re TteS ell re TNRD

This agreement is made with effect this 22 day of October, 2024 ("effective Date")

#### BETWEEN:

Tk'emlúps te Secwépemc (TteS) as represented by represented by Kúkpi7(Chief) and Council (Tkukwenm7íple7), with offices at 200 – 330 Chief Alex Thomas Way, Kamloops BC  
("TteS")

#### AND:

Thompson Nicola Regional District (TNRD) as represented by the Board of Directors, with offices at 300 465 Victoria Street, Kamloops BC  
("TNRD")

#### WHEREAS:

- A. Tk'emlúpssemc (people of the confluence) have lived in Tk'emlúpssemc (the ancestral lands of the People of the Confluence) since time immemorial within Secwepemcúl'ecw. TteS have unextinguished Title and Rights. TteS, as yecwemínem, or caretakers of the land have an ongoing responsibility to the next seven generations to look after everything below, everything on, and everything above Mother Earth.
- B. The District was incorporated in 1967 with a land base of 44,347 km<sup>2</sup> (17,122.5sq mi), the boundaries set out in the map attached as Schedule "B", and TteS has established relationships with some of its member communities;
- C. The Parties recognize and acknowledge that each Party has their own governing authorities and responsibilities.
- D. The Parties acknowledge that establishing and maintaining mutually respectful, collaborative, and effective relationships is a shared responsibility that requires political will, joint leadership, mutual trust, accountability, transparency and time.
- E. TNRD acknowledges that it operates on the direct, ancestral lands of the Tk'emlúpssemc.
- F. In November 2019, the provincial *Declaration on the Rights of Indigenous Peoples Act* (DRIPA) received Royal Assent.

- G. TteS is an indigenous community and Article 18 of UNDRIP recognizes Indigenous Peoples have the right to participate in decision-making in matters which could affect their rights, through representatives chosen by themselves in accordance with their own procedures, as well as maintain and develop their own indigenous decision-making institutions.
- H. Article 19 of UNDRIP requires that States shall consult and cooperate in good faith with the indigenous peoples concerned through their own representative institutions in order to obtain their **free, prior and informed consent** (FPIC) before adopting and implementing legislative or administrative measures that may affect them.
- I. UNDRIP also recognizes Indigenous Peoples' rights to their lands, and rights to self-determination, to maintain and strengthen their political, legal, economic, social and cultural institutions, to participate in decisions that could affect their rights, to maintain and strengthen their distinct spiritual relationships with their territories and uphold their responsibilities to future generations and to conservation and protection of their territories.

#### **PURPOSE:**

The purpose of this protocol is to establish a framework for respectful communication and demonstrate a commitment to developing a strong political and operational relationship between the two parties to:

- a) facilitate pertinent and regular communications, particularly for issues that will have an impact on the other party;
  - a. foster opportunities to work more collaboratively together,
  - b. identify collective planning processes,
  - c. address environmental issues,
  - d. discuss infrastructure needs of mutual interest,
  - e. acknowledge, support and showcase the Secwépemc culture,
  - f. Identify joint lobbying and grant opportunities
  - g. economic resiliency including engaging with the film commission
- b) Advance Reconciliation
- c) Emergency Management
- d) Cultural heritage protocols
- e) Referrals

## **JOINT COMMITMENTS:**

The Parties agree that to develop a long-term, respectful and cooperative working relationship, clarity of expectations is important.

As such, the Parties would like to outline key areas where ongoing dialogue is required:

- Regular and ongoing communication at the political and operational level;
- At minimum, twice a year-meeting between the leadership of both Parties to review progress associated with this protocol. This would include a report outlining operational engagement and advancement of reconciliation.
- Creating shared political lobbying opportunities, where appropriate;
- Commitment to learning more about the T'kém'lúps and Secwépemc culture and bringing awareness of that culture to the operations and constituency of the TNRD. This includes creating opportunities for leadership and staff for cross cultural learning and experiences within the Secwépemc Territory;
- Ensure TNRD and TteS development services departments work closely to identify impacts on cultural heritage resources;
- Commitment to learning more about the operations, goals, and strategic priorities of the TNRD;
- Supporting TteS in increasing the visibility of Secwépemc culture and language through recognition of the Secwépemc Territory, signage in Secwépemcstín in areas of key importance to TteS and demonstrating respect for T'kém'lúps traditional knowledge and practices;
- Improving the efficiency and effectiveness of communication for emergency situations including mitigation, prevention, preparedness, response, and recovery related to natural hazards and pandemics (Kamloops Emergency Coordination Group);
- Working together on land use planning and development in areas of mutual interest to both Parties (for example Regional Growth Strategies);
- Implementing TteS' comprehensive, transparent, and inclusive referral process;
- Supporting opportunities for TteS to be partners with the TNRD on grant opportunities;
- Continue to collaborate with the Thompson Nicola Film Commission to ensure that TteS is included in the filming industry in a way that respects the cultural values;

## **SHARED PRINCIPLES:**

- Listen with respect, patience and a willingness to learn and understand.
- Work together to identify shared interests and to collaborate on future initiatives.
- Share information to stimulate meaningful dialogue prior to making a decision that may impact the other party.
- Notify each other early in the planning process regarding decisions and matters of potential concern, impact, or interest to the signed Parties.
- Promptly raise issues of concern to the leadership of the other Party.
- Protect and manage the environment and cultural values of T'kém'lúpsemc.
- Commit the time, energy and resources to fulfill the mutual responsibilities under this protocol.

## REPRESENTATIVES

The Parties agree that they shall each appoint a principal representative to coordinate communications. The representative for TteS is the CAO. The representative for TNRD is the External Relations and Advocacy Advisor.

The Working Group that will be established from this Agreement will be made up of the following:

Chair or designate

Director - Area "P" Rivers and the Peaks

Director – Area "L" Grasslands

Director – Area "J" Copper Desert Country

Director – City of Kamloops

Kúkpi7

Tkukwenm7íple7

And up to two (2) technical representatives from each Party

## 4.0 INFORMATION SHARING AND CONFIDENTIALITY

4.1 Each Party acknowledges that it may have in its possession, or may obtain, certain information and documents of relevance to the other and agrees to consider reasonable requests from the other Party to provide the requested information. Both Parties will ensure timely, respectful and courteous communications.

4.2 Each Party acknowledges that when receiving information, it may receive Confidential Information. Each Party will take reasonable measures to ensure that any information that is identified as Confidential Information provided by the other Party is treated confidentially and not disclosed to any other persons except:

4.2.1 to the receiving Party's officers, directors, employees, advisors and consultants to use only in relation to the implementation of this Agreement, on the condition that such information be kept confidential;

4.2.2 as reasonably required to comply with a court order provided that:

4.2.2.1 the receiving Party will provide as much advance notice to the disclosing Party as reasonably practicable and/or allowable of such obligation; and

4.2.2.2 the receiving Party will disclose only that portion of the Confidential Information required to be disclosed and will take reasonable efforts to preserve the confidentiality thereof, including supporting the disclosing Party in any intervention to preserve the confidentiality thereof; and

4.2.3 with the receiving Party's prior written consent.

4.3 The Parties understand and agree that some Confidential Information in their possession may not be shared between the Parties due to its sensitivity for cultural, business or other reasons, but each of the Parties will make a reasonable effort to indicate the general nature of such matters to the other Party to the extent reasonably possible, where such Confidential Information is a factor in their respective decision-making process. Where necessary, the Parties may enter into non-disclosure agreements with respect to a specific topic.

#### **TERMS OF AGREEMENT:**

This protocol is a living agreement and will be reviewed bi-annually by mutual consent of both parties;

#### **LEGAL:**

This Protocol does not prejudice or affect TteS inherent title, rights, interests, or distinct constitutional rights.

Whereas this Protocol Agreement does not prejudice or affect the Thompson-Nicola Regional District's powers, duties, responsibilities or obligations in the exercise of their functions pursuant to the *Local Government Act* and the *Community Charter* as amended from time to time; and

Other than the confidentiality terms set out above, this Protocol does not create a legal obligation between the Parties and is not a form of legal consultation; rather, it is a tool for communication and relationship building and creates expectations for all Parties to do their best.

IN WITNESS WHEREOF the Parties have hereunto affixed their signatures as of this day year first written above.

**Tkémłúps te Secwépemc**


By its authorized signatories

  
Kúkwi7 Rosanne Casimir

  
CAO, Trevor Cameron

**THOMPSON-NICOLA REGIONAL  
DISTRICT**

By its authorized signatories

  
Barbara Roden, Chair of the Board

  
CAO, Scott Hildebrand