



Executive Committee Addendum

Date: Wednesday, March 22, 2023
Time: 9:00 am
Location: Islands Trust Victoria Boardroom
200-1627 Fort Street, Victoria, BC

Pages

9. NEW BUSINESS

9.5 *Preparation for UBCM Housing Summit April 4-5, 2023 - Discussion*

9.6 *Islands Trust / Snaw-naw-as Protocol Agreement - Briefing*

2 - 18

BRIEFING

To: Executive Committee **For the Meeting of:** March 22, 2023
From: CAO **Date Prepared:** March 20, 2023
SUBJECT: Re: Islands Trust Snaw-naw-as Protocol Agreement

PURPOSE: To inform Executive Committee of Lasqueti Island Local Trust Committee's (LTC) endorsement of a DRAFT Islands Trust/ Snaw-naw-as Protocol Agreement.

BACKGROUND: Lasqueti Island LTC endorsed the attached DRAFT Islands Trust/Snaw-naw-as protocol agreement at its March 20th meeting. Presented for Executive Committee's review and for forwarding to Trust Council is a request for decision (RFD) as shown in Attachment 1. "Protocol Agreement between Trust Council and Snaw-naw-as First Nation".

Following Executive Committee's (EC) review of the RFD with direction to forward to Trust Council (as presented or amended), EC may request staff conduct a resolution without meeting (RWM) for the purposes of scheduling a Trust Council Special Electronic Meeting (see Attachment 2.)

Staff seek two members of Executive Committee to move and second the following:

It was Moved by Trustee xxx and Seconded by Trustee xxx,

That Trust Council schedule a Special Electronic Meeting to be held Tuesday, March 28th at 1:00 p.m. from the Victoria boardroom, #200, 1627 Fort Street, Victoria BC where the public may see and hear the meeting.

After the above motion is moved and seconded by members of the Executive Committee, the Chair may direct staff to conduct the vote.

ATTACHMENT(S):

1. Protocol Agreement between Trust Council and Snaw-naw-as First Nation – RFD
2. DRAFT TC-RWM-2023-001 to Schedule a Special Electronic Meeting

FOLLOW-UP: As directed by Executive Committee.

Prepared By: Executive Coordinator/CAO

Reviewed By/Date: CAO, March 20, 2023



Attachment 1.

REQUEST FOR DECISION

To: Trust Council **For the Meeting of:** March 28, 2023
From: Executive Committee **Date Prepared:** March 20, 2023
SUBJECT: Protocol Agreement between Trust Council and Snaw-naw-as First Nation

RECOMMENDATION:

1. That the Islands Trust Council approve the Protocol Agreement between Islands Trust Council and Snaw-naw-as First Nation and request staff to forward the Protocol Agreement to the Minister of Municipal Affairs for approval.

CHIEF ADMINISTRATIVE OFFICER COMMENTS: Approval of a protocol agreement with Snaw-naw-as First Nation demonstrates Council's commitment to building collaborative relationships with First Nations in the Trust Area.

- 1 **PURPOSE:** To request that Trust Council approve a Protocol Agreement between Islands Trust Council and Snaw-naw-as First Nation.

- 2 **BACKGROUND:**

On September 7, 2022 Snaw-naw-as First Nation sent a letter (attached) to the Lasqueti Island Local Trust Committee regarding Snaw-naw-as interest in engagement with Islands Trust. This letter followed a September 2021 letter from Snaw-naw-as First Nation regarding Snaw-naw-as' concerns with the Lasqueti Island Local Trust Committee's Official Community Plan Amendment Bylaw No. 98. The Lasqueti Island Local Trust Committee Chair wrote back stating that the Lasqueti Island Local Trust Committee was very interested in working together with direct engagement, specifically on the shared priority of the proposed Official Community Plan amendment Bylaw No. 98, and more broadly on a Protocol Agreement in furtherance of a government-to-government relationship.

As indicated in s. 9(1)(e) of the *Islands Trust Act*, the Islands Trust Council can enter into agreements with First Nations on its own behalf, or on behalf of one or more local trust committees.

A protocol agreement sets out how parties will work together and can underpin a positive, cooperative relationship. The Islands Trust has [a protocol agreement with Snuneymuxw First Nation](#) (2008) and a [protocol agreement with Lyackson First Nation](#) (2000), and many provincial agencies and regional districts.

Snaw-naw-as First Nation and the District of Lantzville announced [a memorandum of understanding](#) in 2021. Staff understand this memorandum and the working group established through it have contributed to an excellent relationship between the two governments.

In late 2022, Islands Trust Staff was contacted by legal counsel for Snaw-naw-as First Nation regarding the possibility of a protocol agreement. On December 5, 2023, Chair Luckham, Trustee Lironi, Trustee Peterson, and Trustee Elliott met with Snaw-naw-as leadership to explore interest in pursuing negotiation of an agreement. The group met again in mid-February to discuss a draft term sheet provided by Snaw-naw-as First Nation. On February 13, 2022 the Executive Committee received a briefing about the potential for an agreement and passed the following resolution:

That Executive Committee request staff to cooperate with Snaw-Naw-As First Nation to develop a protocol agreement for Trust Council's consideration.

Staff, with assistance from legal counsel, have negotiated a draft agreement for Trust Council's consideration. Trust Council would enter into this agreement on its own behalf and on behalf of the Lasqueti Island Local Trust Committee. The Lasqueti Island Local Trust Committee commented on the agreement on March 20, 2023 via the following resolution:

THAT the Lasqueti Island Local Trust Committee (LA LTC) endorses the draft protocol agreement with Snaw-naw-as First Nation and forward to Executive Committee for Trust Council consideration.

Protocol agreements are intended to underpin government-to-government relationships founded in mutual respect and cooperation, and provide for relationship-building activities such as sharing of information, improving communications, and identifying opportunities for collaboration. The agreements can also include statements of mutual respect for each party's mandates, policies, rights, responsibilities, and areas of jurisdiction. The agreements can set out meeting methods, such as working groups or leadership to leadership meetings, and the desired frequency of meetings. Regular engagement with a First Nation can help facilitate the timely processing of Islands Trust requests for provincial statutory approval of official community plan bylaws and certain zoning bylaws under the Islands Trust Act as noted on the Province of BC's Local government and First Nations engagement [webpage](#).

Snaw-naw-as First Nation has indicated their interest in the agreement primarily relates to Lasqueti Island Local Trust Committee and Islands Trust Council. The agreement can be amended in the future to include other local trust committees, as needed.

The agreement supports working group meetings that can have broader attendance than that specified in the agreement. If there are matters needing discussion from the Gabriola Island, Denman Island or Ballenas-Winchelsea Islands Local Trust Areas or on matters relating to the Islands Trust Conservancy Board they can be brought to the working group, and representatives from those bodies can attend as needed.

Snaw-naw-as First Nation Chief and Council reviewed the draft agreement on March 15, 2023. Snaw-naw-as First Nation has requested that Islands Trust make an effort to have the agreement negotiations be concluded and approval by Trust Council by the end of March 2023.

The protocol agreement would not take effect until it has been approved by the Minister of Municipal Affairs.

If adopted, the protocol agreement would make some organizational commitments, including the creation of a working group that would meet on a regular basis.

Meetings of the working group established under this agreement are committees meetings, and therefore are not public meetings.

3 IMPLICATIONS OF RECOMMENDATION

ORGANIZATIONAL:

If adopted, the draft Protocol Agreement commits the Islands Trust to four virtual working group meetings a year and other meetings as needed. Snaw-naw-as First Nation has requested that Islands Trust provide the administrative support to organize and take notes at the meetings. This is estimated to be up to 10 hours per meeting. There will also be a need for staff time for meeting attendance; which staff attend the meetings will depend on the topics to be discussed.

FINANCIAL: The cost to formalize the protocol agreement is limited to legal fees and the costs of trustee and staff attendance at a possible signing ceremony/celebration event. Staff estimate legal fees to negotiate the agreement are in the range of \$2-3,000. These will be paid by the reconciliation budget. In the event of relationship challenges, the agreement commits both parties to cost sharing dispute resolution sessions administered by mutually-agreed-upon procedures.

POLICY: The protocol agreement does not have implications for existing policy. It is consistent with the Islands Trust Policy Statement.

IMPLEMENTATION/COMMUNICATIONS: Once Trust Council has approved the agreement, staff will provide the agreement to the Minister of Municipal Affairs for approval.

Once ministerial approval has been received, the signing authority for a final protocol agreement is the Chair of Trust Council.

After the agreement is in effect, staff will prompt Trust Council to appoint working group members, and then organize working group meetings for 2023. Working group meetings will be booked for 2024 in December 2023 as part of the committee meeting booking process.

FIRST NATIONS: The protocol agreement will assist the Islands Trust Council and Lasqueti Island Local Trust Committee to establish a meaningful government-to-government relationship and to deepen their understanding of one another based on mutual respect.

OTHER: None.

- 4 **RELEVANT POLICY(S):** Coordination Agreements Process Policy:
<https://islandstrust.bc.ca/document/policy-2-1-4-coordination-agreements-process/>

- 5 **ATTACHMENT(S):** a) Draft Protocol Agreement between the Islands Trust Council and the Snaw-naw-as First Nation b) September 7, 2022 Snaw-naw-as First Nation letter

RESPONSE OPTIONS

Recommendation:

1. That the Islands Trust Council approve the Protocol Agreement between Islands Trust Council and Snaw-naw-as First Nation and request staff to forward the Protocol Agreement to the Minister of Municipal Affairs for approval.

Alternative:

1. Request that staff negotiate changes to the draft agreement to achieve XYZ and return the agreement to Trust Council.
 - a. Should a party request a substantive change to the agreement after approval by Trust Council, staff will negotiate a change to the agreement and re-provide it for renewed consideration.
2. Do not approve the agreement.

Prepared By: Clare Frater, Director, Trust Area Services

Reviewed By/Date: David Marlor, Director, Legislative Services,
Stefan Cermak, Director, Planning Services
Russ Hotsenpiller, CAO/March 20, 2023



PROTOCOL AGREEMENT

THIS Protocol Agreement dated for reference the ____ day of _____, 2023

BETWEEN:

**THE ISLANDS TRUST
COUNCIL
("Islands Trust")**

AND

**SNAW-NAW-AS NATION
209 Mallard Way
Lantzville, BC V0R 2H0
("Snaw-naw-as")**

(individually a "**Party**," collectively the "**Parties**")

WHEREAS:

- A. Snaw-naw-as and the Islands Trust have mutual respect for each Party's mandates, policies, rights, responsibilities, and areas of jurisdiction;
- B. Snaw-naw-as is an Indigenous government with territory on and around the islands that comprise the Islands Trust;
- C. Snaw-naw-as has and asserts Aboriginal rights and title and has constitutional status within the meaning of section 35 of the *Constitution Act, 1982*, as well as legal and cultural interests, including Aboriginal rights, relating to lands and resources in its territories;
- D. Snaw-naw-as, as part of the Te'mexw Treaty Association, is engaged in reconciliation by negotiating a modern Treaty with the federal and provincial governments;
- E. Islands Trust operates through its statutory authority and obligations under the *Islands Trust Act* (the "**Act**");
- F. Pursuant to section 3 of the Act, Islands Trust is responsible for upholding the object of the trust, which is to preserve and protect the trust area and its unique amenities and environment for the benefit of the residents of the trust area and of British Columbia generally, in cooperation with municipalities, regional districts, improvement districts, First Nations, other persons and organizations and the government of British Columbia;
- G. The Parties each have distinct governance authorities and responsibilities toward their residents and members, and acknowledge that the interests of all persons living in their communities are best served by the Parties working together in the spirit of reconciliation

and cooperation to achieve mutual benefits;

- H. Islands Trust has jurisdiction in relation to matters such as planning, land use management and heritage conservation under the Act with respect to areas within Snaw-naw-as' territory;
- I. Islands Trust recognizes that it operates in Snaw-naw-as' territory and seeks to advance reconciliation by building a strong and enduring relationship with Snaw-naw-as, based on mutual respect and respect for Snaw-naw-as' Indigenous knowledge, rights and culture;
- J. The Islands Trust is committed to reconciliation with Snaw-naw-as and working together to advance actual reconciliation in a manner that will serve the public interest;
- K. Snaw-naw-as and Islands Trust have common interests in planning, land use management, and heritage conservation in the areas within the authority of Islands Trust;
- L. The Parties recognize that building stronger government-to-government relationships will benefit their respective communities; and
- M. Snaw-naw-as and Islands Trust wish to establish a government-to-government relationship of mutual respect and cooperation, for the purpose of sharing information, improving communications, and identifying opportunities for collaboration between Snaw-naw-as and Islands Trust with respect to their common interests in planning, land use management and heritage conservation in the areas within the jurisdiction of Islands Trust and in compliance with the object of the trust set out in section 3 of the Act,

NOW THEREFORE, the Parties wish to establish a meaningful government-to-government relationship and to deepen their understanding of one another based on mutual respect and agree as follows:

DEFINITIONS AND INTERPRETATION

1. In this Protocol Agreement:
 - (a) **"Islands Trust"** means the Islands Trust Council acting on its own behalf and on behalf of the Lasqueti Island Local Trust Committee;
 - (b) **"Leadership"** means the elected representatives of a Party;
 - (c) **"Joint Working Group"** means the working group established under this Protocol Agreement;
 - (d) Reference to the singular includes a reference to the plural and vice versa;
 - (e) Where a word or expression is defined in this Protocol Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
 - (f) Headings are included for ease of reference only and are not to be used in interpreting this Protocol Agreement; and

(g) “Includes” means “including but not limited to.”

PURPOSE AND NATURE OF PROTOCOL AGREEMENT

2. The Parties commit to establishing a positive and open relationship where issues of concern for either Party are discussed and resolved in an open and respectful manner.
3. The Parties will establish a Joint Working Group that will meet to exchange information and facilitate open and productive dialogue between the Parties.
4. The Parties will seek to develop an understanding of each other’s public initiatives, governing structures, traditions, jurisdiction and responsibilities and will support and encourage each other in this work.
5. The Parties share the objective of developing a long-term collaborative process for working together to protect the interests of both Islands Trust and Snaw-naw-as and provide certainty for each Party with respect to addressing issues of mutual interest as they arise over time.
6. The Parties will proactively communicate about proposed development and other initiatives in each community with the intent to prevent negative impacts in the other community.
7. The Parties seek to establish an approach for considering their shared interests, including planning, marine initiatives, parks and protected areas, beachfronts and foreshore areas, harvesting, resource management and stewardship, management and heritage conservation, and other issues of interest for the communities.
8. The Parties seek to establish a relationship of mutual respect for each other, including in accordance with:
 - (a) Snaw-naw-as’ inherent right to maintain and strengthen their distinctive spiritual relationship with their traditional territories, and to uphold their responsibilities to future generation, which is affirmed by the *United Nations Declaration on the Rights of Indigenous Peoples Act*; and
 - (b) the Islands Trust’s legislative authority, objectives, purposes, and requirements as defined in the Act, including, but not limited to, the object of the Islands Trust as set out in section 3 of the Act.
9. The Parties will seek to implement this Protocol Agreement in the spirit of reconciliation and establish a collaborative process that will advance the Parties’ shared interests and aspirations, in recognition of Snaw-naw-as’ responsibility and connection to and knowledge about its territory and Islands Trust’s objectives, duties and obligations as set out in the Act.

JOINT WORKING GROUP ESTABLISHED

10. Following the execution of this Protocol Agreement, the Parties will establish the Joint Working Group to work together towards achieving the purposes set out in sections 2 through 9 .
11. The Joint Working Group will collaborate and discuss issues of shared interest and key priorities within the Island Trust's statutory authority, as well as in furtherance of the object of the Islands Trust in section 3 of the *Island Trust Act*, including:
 - (a) legislative changes and policy initiatives;
 - (b) resource management and stewardship;
 - (c) harvesting and culture;
 - (d) foreshore and beachfront areas;
 - (e) marine initiatives, and mariculture;
 - (f) land use planning and access;
 - (g) parks and conservation and protected areas;
 - (h) economic and financial opportunities;
 - (i) climate change strategies;
 - (j) matters related to Lasqueti Island, and other areas of particular significance to Snaw-naw-as in the Islands Trust Area; and
 - (k) other matters as the Parties may agree.
12. The Joint Working Group will meet on a mutually agreed-upon schedule, and will schedule four standing meetings each calendar year, provided that the Joint Working Group may cancel meetings or meet more frequently as needed.
13. Unless otherwise agreed to by the Joint Working Group, the Joint Working Group meetings will take place virtually or at a location agreed to by the Joint Working Group.
14. The Joint Working Group will make recommendations to Leadership concerning how best to collaborate on issues of shared interest, including the issues set out at section 11 of this Protocol Agreement.
15. Leadership may establish strategic goals and priorities for the Joint Working Group.
16. The Parties will provide the Joint Working Group all reasonably available information necessary to carry out its responsibilities.

17. On the request of Leadership, the Joint Working Group will review any data, reports, policies, or other information and, as appropriate, use this data or information in making any recommendations.
18. Islands Trust will make best efforts to ensure its Leadership and staff is available to attend Joint Working Group meetings upon request, including representatives from local trust committees other than the Lasqueti Island Local Trust Committee.
19. The Joint Working Group will establish its own procedures, including the development of agenda items and the process for chairing meetings.
20. In carrying out its work, the Joint Working Group may:
 - (a) invite advisors, speakers, knowledge holders, or other presenters to share information;
 - (b) share and discuss available information for emerging issues or initiatives;
 - (c) request, obtain and exchange available data on servicing needs;
 - (d) communicate with other bodies in respect of matters of mutual interest;
 - (e) share respective goals about land use planning objectives; and
 - (f) explore other matters that the Joint Working Group considers relevant.
21. The Joint Working Group will seek to operate by consensus.
22. The Joint Working Group may work with other bodies as appropriate.

COMPOSITION OF JOINT WORKING GROUP

23. The Joint Working Group shall consist of four members appointed by Leadership to represent each Party, including representation from the Lasqueti Island Local Trust Committee and the Islands Trust Executive Committee, provided that not all members need to attend every Joint Working Group Meeting.
24. Additional individuals may participate in meetings at the discretion of the Joint Working Group or as requested by the Parties.

COORDINATED VISION AND GUIDING PRINCIPLES

25. All members of the Joint Working Group commit to a positive relationship, and to follow the principles guiding how they work together:
 - (a) **Collaboration:** Commit to working together to identify interests, options, and potential solutions when members of the Joint Working Group have differing opinions.

- (b) **Openness:** Commit to keeping an open mind when contemplating solutions by focusing on the desired outcomes rather than the tools used.
- (c) **Solution Orientated:** Commit to being accountable and to upholding the provisions of this Protocol Agreement, and the spirit and aspirations of provincial and federal reconciliation commitments and the *United Nations Declaration of the Rights of Indigenous Peoples*, recognizing Islands Trust's object and statutory limitations in the Act.
- (d) **Transparency:** Commit to being transparent with each other and strive to be transparent about considerations behind decisions in the Islands Trust Area. The Joint Working Group will be provided all information it requires to carry out its objectives, including information on Islands Trust and Lasqueti Island planning, development and conservation initiatives.
- (e) **Consensus:** Commit to moving beyond agreeing to disagree and working to reach an outcome or approach that is actively supported or is not objected to by the Parties. Any disagreements between the member of the Joint Working Group should be resolved as early as possible, with, if necessary, assistance from Leadership.
- (f) **Mutual Respect:** the Parties recognize and respect each other's commitments and obligations to other matters within their respective jurisdictions, and will therefore approach timeliness with flexibility and in a spirit of understanding and reasonable compromise where necessary or desirable to accommodate each other's schedules and other commitments, including prioritizing issues of key concern when necessary.

LEADERSHIP MEETINGS

- 26. Leadership may meet as needed to build a strong relationship on a government-to-government level and to discuss key initiatives. Leadership may meet at the request of the Joint Working Group or the request of either Party.
- 27. Key staff, Elders, youth representatives, or other advisors may attend the Leadership meeting at the invitation of either Party.

TERM AND TERMINATION

- 28. This Protocol Agreement will take effect upon the adoption of authorizing Council resolutions by each Party, and approval by the Minister of Municipal Affairs.
- 29. The Parties recognize that this Protocol Agreement is a living document and may be subject to amendment from time to time by mutual agreement. The amendments must be in writing and authorized by Council resolution of each Party, and may require approval by the Minister of Municipal Affairs.
- 30. This Protocol Agreement will remain in effect until:
 - (a) superseded or replaced by another agreement;

- (b) terminated by mutual consent of the Parties; or
- (c) terminated by either Party upon ninety days' written notice.

CONFIDENTIALITY

- 31. The Parties acknowledge that the success of government-to-government relationships depends upon open and transparent communications based on trust, respect and mutual understanding.
- 32. In cases where a Party wishes to provide information to the other Party in expectation of confidentiality, it may so indicate, and the other Party will, acting reasonably, accept and hold such information in confidence to the extent permitted by law.
- 33. Each of the Parties acknowledges that information it provides to the other Party in the course of activities contemplated by this Protocol Agreement may be subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia) (“**FOIPPA**”). The Parties acknowledge that decisions made by Islands Trust under FOIPPA are subject to review by BC’s Information and Privacy Commissioner, and further by the courts of BC.
- 34. Islands Trust shall consult with Snaw-naw-as, in advance, prior to including any information shared or discussed by the Joint Working Group, in an open meeting agenda.
- 35. Where one Party receives a request to disclose information related to this Protocol Agreement, information exchanged in connection with this Protocol Agreement, or activities carried out pursuant to this Protocol Agreement, that Party will refer the disclosure request to the other Party for consultation regarding any confidential or sensitive information.

EFFECT OF AGREEMENT

- 36. This Protocol Agreement does not in any way fetter, limit or restrict the jurisdiction of the respective Parties.
- 37. Nothing in this Protocol Agreement is construed as limiting Islands Trust’s ability to exercise its rights, powers, duties or obligations in the exercise of its functions pursuant to the Act, as amended or replaced, or as limiting or fettering Island Trust’s ability to exercise its discretion pursuant to any bylaw, agreement, or legislation.
- 38. This Protocol Agreement in no way abrogates or derogates from the rights of Snaw-naw-as under section 35 of the *Constitution Act, 1982*, the *United Nations Declaration of the Rights of Indigenous Peoples* or the inherent jurisdiction of Snaw-naw-as.
- 39. This Protocol Agreement is not a Treaty or land claim agreement and this Protocol Agreement does not limit any rights under section 35 of the *Constitution Act, 1982*, including Treaty rights.
- 40. This Protocol Agreement does not create any rights or legal obligations between the Parties and does not create or give rise to any contractual obligations between the Parties.

GENERAL

41. Nothing in this Protocol Agreement or in the Parties' dealing with each other is intended to be interpreted as creating an agency relationship, joint venture or partnership or any kind between the Parties or as imposing on any of the Parties any partnership, duty, obligation or liability to any other Party or to any other person.
42. Each of the Parties agrees to execute other documents and instruments, and to do other things as they are authorized to do and as may be necessary to implement and carry out the intent of this Protocol Agreement.
43. The Parties will make best efforts to ensure that the matters contemplated by this Protocol Agreement are carried out in a timely manner and in accordance with agreed upon timelines.
44. This Protocol Agreement is without prejudice to the existing rights, positions, powers and obligations of either Party, including under applicable legislation or other sources of law.
45. This Protocol Agreement:
 - (a) Is without prejudice to the existing rights and positions of non-parties; and
 - (b) Does not limit the positions any Party may make in future negotiations.
46. The Parties are committed to open and respectful communication with each other in order to effectively achieve shared goals and avoid disputes. Where a dispute among the Joint Working Group has not been resolved by informal communications, it may be referred to the Parties to resolve the dispute. Where the Parties are unable to resolve a dispute by special meeting of the Joint Working Group, any Party may request a dispute resolution session with the procedure mutually agreed upon and cost-shared.
47. Each of the parties warrants to the other that it has the authority to enter into this Protocol Agreement.
48. This Protocol Agreement may be executed in counterparts and if so executed such counterparts will be read and construed together as if they formed one document. A counterpart signed by a Party and delivered electronically will have the same effect as a counterpart originally signed and delivered by such Party.
49. The Parties indicate agreement with this Protocol Agreement by their signatures below.

ISLANDS TRUST

**Peter Luckham, Chair,
Islands Trust Council**

SNAW-NAW-AS NATION

Gordon Edwards, Chief

DRAFT



Nanoose First Nation
209 Mallard Way
Lantzville, BC
V0R 2H0

September 7, 2022

Islands Trust

Attention: Laura Patrick, Chair, Lasqueti Island Local Trust Committee
700 North Road
Gabriola Island, BC V0R 1X3
Via e-mail: northinfo@islandstrustbc.ca

Re: Snaw-naw-as interest in engagement with Islands Trust

Introduction

The Snaw-naw-as Nation (“**Snaw-naw-as**” or the “**Nation**”) appreciates your letter dated June 21, 2022 regarding the Lasqueti Island Local Trust Committee’s intention to undertake meaningful engagement with Snaw-naw-as before proceeding with proposed Official Community Plan amendment Bylaw No. 98 (“the **Bylaw**”). As you know, we have concerns about the Bylaw, which we have previously raised as preliminary comments in a letter dated September 21, 2021.

At this time, we would look forward to meeting with you regarding this specific instance of consultation, and to open a more consistent channel of communication as other matters arise within our territory. Specifically, we are interested in developing a Protocol Agreement that will provide more consistency in engagement.

Snaw-naw-as holds aboriginal rights and title to Lasqueti Island as well as future treaty rights

We would like to again emphasize our commitment to the Gulf Islands, including Lasqueti Island, where we have fished, practiced our culture, harvested wildlife, and paddled together in our territory for countless generations. Today, as we engage in the final stages of negotiating a modern treaty through the BC Treaty Process, we envision stronger legal protection for our connection to the lands and waters. We assert our Aboriginal rights and extend our appreciation for the ways in which Islands Trust has developed policies to support reconciliation with First Nations.

Islands Trust must collaborate with Snaw-naw-as for meaningful engagement on shared priorities

We will not repeat our preliminary concerns with the Bylaw, but instead wish to emphasize the importance of meaningful collaboration and engagement on this proposed amendment, and many other matters now and in the future.

We appreciate Islands Trust's work towards a Reconciliation Declaration and Reconciliation Action Plan. Snaw-naw-as has knowledge that will advance this trajectory and serve our shared goal of collaborative stewardship of the environment, land and resources.

Snaw-naw-as is interested in discussing shared priorities and improving the flow of information between our governments. In the spirit of mutual respect, we can address gaps in communication and avoid potential misunderstandings.

As a starting point toward building a stronger relationship, we seek to begin discussions on a Protocol Agreement to support our goals and ensure meaningful and effective work together.

Conclusion

We look forward to working together with direct engagement, specifically on the shared priority of the Bylaw, and more broadly on a Protocol Agreement in furtherance of our government-to-government relationship. We look forward to starting discussions regarding the development of a Protocol Agreement to benefit both our communities. We ask that you contact us and our lawyer, Robin Phillips copied below, to set up a meeting as soon as possible.

Yours Truly,



Chief Gordon Edwards cc. Robin Phillips, JFK

Law rphillips@jfklaw.ca

Katie Poole, Te'mexw Treaty Association kpooles@temexw.org

Islands Trust Council, Attn: Executive Coordinator, via e-mail (execadmin@islandstrust.bc.ca)

Attachment 2.

ISLANDS TRUST COUNCIL
RESOLUTION WITHOUT MEETING MINUTES

RESOLUTION WITHOUT MEETING NO. TC-RWM-2023-001

The following matter is considered urgent and necessary in order for Trust Council to schedule a Special Electronic meeting for the purposes of consideration and approval of the Protocol Agreement between Islands Trust and Snaw-naw-as First Nation for forwarding to the Minister of Municipal Affairs for approval.

Trustees were notified, via email, of the call for the vote on xxxxx, 2023.

It was Moved by Trustee xxx and Seconded by Trustee xxx,

That Trust Council schedule a Special Electronic Meeting to be held Tuesday, March 28th at 1:00 p.m. from the Victoria boardroom, #200, 1627 Fort Street, Victoria BC where the public may see and hear the meeting.

TRUSTEES CONTACTED

DATE VOTE RECEIVED

VOTE

1. Name

Date, 2023

In Favour/Opposed

TRUSTEES VOTE NOT AVAILABLE

FINAL VOTE COUNT () IN FAVOUR

() OPPOSED

DECISION **(CARRIED/DEFEATED)**

THE CHAIR DECLARED THE ABOVE RESOLUTION CARRIED PURSUANT TO SECTION 13 OF THE *ISLANDS TRUST ACT* ON xxxxx, 2023.

CHAIR'S SIGNATURE

RECORDER'S SIGNATURE