



## Protocol Framework

**Between: Ts'uubaa-asatx First Nation,  
The Town of Lake Cowichan**

**And: The Cowichan Valley Regional District**

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Whereas the Ts'uubaa-asatx First Nation:

Whose traditional territory encompasses the entire Cowichan Lake watershed including the Indian Reserve that is the community core that houses the residential and administration building that is located on approximately 100 acres between the Youbou Highway and Northshore Road.

Whereas the Town of Lake Cowichan:

Which sits at the eastern end of Cowichan Lake was first incorporated as a village on August 19, 1944 and had its beginning as a small logging community known as Sutton Creek. By the turn of the 20th century, it became known as Riverside and finally in 1922 came to have its current name of Lake Cowichan and became a Town on November 26, 1996.

Whereas the Cowichan Valley Regional District:

**ADD DETAILS HERE**

### 1. Purpose

- To solidify a working relationship between the three parties
- To guide current and future council(s) relations in a mutually beneficial and respectful manner
- To recognize the values and intent of the Truth and Reconciliation Commission's 94 Calls to Action and the United Nations Declaration on the Rights of Indigenous Peoples by:
  - Working together to advance reconciliation and repair the harms caused by colonialism and the residential school systems
  - Creating new policies, programs, and action plans along with other concrete measures that result in meaningful change

- Recognizing that all Indigenous Peoples of the world have the rights to self-determination, well-being, freedom, to practice cultures and customs, and to strengthen economies, social, and political institutions.

## **2. Shared Values**

- The parties have contributed the following shared values that will be embraced for the duration of this protocol. These include:
  - Respect
  - Honesty
  - Integrity
  - Inclusiveness
  - Transparency
  - Commitment (to each other and the communities)
  - Culture
  - Education
  - Healthy economy (jobs)
  - Healthy living
  - Fiscal responsibility
  - Sustainability/stewardship
  - Valuing the lands, waters, and ecosystems of this place

## **3. Mutual Objectives and Areas of Collaboration**

- The parties desire to work on the following over the course of the agreement:
  - Economic Development – sharing information related to key developments
  - Education – Informing one another of each other's history and current status
  - Stewardship – Participation on various local initiatives that will aim at the protection of our environment and sustainable management of the resources within the Cowichan Lake Watershed.
  - Negotiations – Development of a process to report to one another and allow for exchanging of information regarding the status of negotiations.

## **4. Protocol Implementation**

### **4.1 Responsibilities**

- a. With the direction from the parties Councils and Boards, the following will be responsible for maintaining and implementing this protocol agreement:
  - Ts'uubaa-asatx First Nations Operations Manager
  - Town of Lake Cowichan Chief Administrative Officer
  - Regional District Chief Administrative Officer

### **4.2 Meetings**

- a. The parties (CAO, Administrators, First Nation Staff Representatives, Electoral Area Directors, Mayors, Councils) agree to meet at least quarterly with each of the councils and board, however, making provision on their respective agendas to allow the one party to report to the other.

- b. In addition to these collective meetings, the parties agree to have their respective support staff meet as required to discuss any of the shared values or mutual objectives described in this document.

#### **4.3 Supporting Agreements**

- a. Over the course of this agreement the parties agree to pursue work plans in relation to the Mutual Objectives and Areas of Collaboration.
- b. These other agreements will follow the doctrine of “Nuts’umaat Shqwaluwun” which translates to working together as one – one mind, one body, one spirit; and **Hish uk ish tsa walk – everything is one and is interconnected.**
- c. These supporting agreements will be monitored during the annual review of the protocol agreement the week of National Indigenous Day.

#### **4.4 Decision-Making**

- a. The respected Board and Councils of all parties will have the authority to make decisions in adherence with the spirit in which this protocol was created-
- b. Decisions will be made on a consensus basis.
- c. Decisions on issues specific to each party will be subject to the specific party’s final decision.

#### **4.5 Communications**

- a. Directors of Area F and I as partners in the agreement and delegated by the Board Chair shall be spokespersons on the Protocol agreement, Hereditary Chief, Mayor will be the key spokespeople for notices relating to this protocol.
- b. The Ts'uubaa-asatx First Nations Operations Manager, Cowichan Valley Regional District and the Town of Lake Cowichan Chief Administrative Officer will be the main contacts regarding the protocol agreement.
- c. E-mail, phone, and in-person contacts will be the main methods of communication that will be acceptable for regular interactions between the parties.

#### **4.6 Issue Resolution**

- a. In the event that a dispute arises the parties agree to handle the situation with respect and the intent of “Nuts’umaat Shqwaluwun” and **Hish uk ish tswalk.**
- b. If the dispute cannot be resolved, then each party will bring it back to each respective table to discuss internally and then bring any resolution back to the collective parties for further discussion.
- c. If the dispute still persists, the item will be removed from the discussion until consensus can be reached.

## 5. Terms of the Agreement

### 5.1 Limitations

- a. This protocol will not diminish the existing legal powers, duties, responsibilities and functions of the parties.
- b. Nothing in this protocol is to be construed as to abrogate or derogate from any existing Aboriginal or Treaty Rights of the Ts'uubaa-asatx First Nation.

### 5.2 Amendments

- a. This agreement can be amended annually during the annual review of the agreement by all parties.

### 5.3 Term

- a. This protocol will have a 4-year term to it; and each subsequent revision will also be 4 years, unless otherwise stated.
- b. If desired by either party, this protocol can be terminated early by either party by providing 60 days written notice to the other.

## 6. Signatures

This protocol takes effect upon being signed by duly authorized representatives from each of the parties.

Effective Date: ADD CURRENT DATE

For the Ts'uubaa-asatx:

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For the Town of Lake Cowichan:

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For the Cowichan Valley Regional District:

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**Chair**

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**Director, Area F**

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**Director, Area I**

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