

Stewardship of Recreational Trails on Squamish Nation Lands

MEMORANDUM OF UNDERSTANDING

Between



Squamish Nation, Sḵwǝwú7mesh Úxwumixw

And



Squamish Off-Road Cycling Association

Collectively (the "Parties")

WHEREAS

- A. Squamish Nation, Sḵwǝwú7mesh Úxwumixw ("Squamish Nation") is comprised of descendants of the Coast Salish Indigenous people who live in the present-day Greater Vancouver area, Gibson's Landing, and Squamish River watershed, and who are governed by their elected Council;
- B. Squamish Nation is sovereign in its vision for XAY TEMIXW (SACRED LAND), the territory of Squamish Nation, which it implements through its Land Use Plan and other policies;¹
- C. The Province of British Columbia has agreed to return some of the lands that were taken from the Squamish people (the "Returned Lands") by transferring them to Squamish Nation or to one or more subsidiary of Squamish Nation (the "Designate" or "Designates");
- D. The Squamish Nation may develop the Returned Lands for economic development or membership housing purposes;
- E. Squamish Off-Road Cycling Association ("SORCA") is a society incorporated under the *Societies Act* to act as an advocate for mountain biking and biking trails, and to represent the interests of trail users who live and recreate on lands where the Squamish River empties into the Salish Sea, including the Returned Lands;

¹ Xay Temixw (Sacred Land) Land Use Plan

- F. SORCA and its members recognize that they live and ride on the lands of the Squamish Nation and unequivocally support Squamish Nation's lawful sovereignty over its lands;
- G. SORCA has overseen, with the support of people living in the District of Squamish, the responsible development and maintenance of world-class trails on the lands of Squamish Nation for 27 years;
- H. SORCA has developed a relationship with the Squamish Nation over many years. In 2012 the opening of the St'lhalem Sintl' marked the first time that a mountain bike trail had been named in Sk̓w̓x̓wú7mesh sníchim. Among other initiatives, since 2012, SORCA has and continues to implement a number of programs providing Squamish Nation members opportunities to connect with the land, providing new mountain bikes for Squamish Nation youth, supported the creation of the Squamish Nation Mountain Bike Program, and partnered with the Nation's Education and Training Division to employ Nation youth in trail building.
- I. SORCA has made reconciliation with Squamish Nation a priority and has implemented programs that provide Squamish Nation youth with opportunities to connect with their land, including summer employment in trail building and youth bike camps, in partnership with Squamish Nation's education, training, and recreation divisions; and
- J. Squamish Nation has agreed to permit SORCA to maintain the recreational use of parts of the Returned Lands as may be acceptable to Squamish Nation from time to time.

NOW THEREFORE the Parties agree as follows:

1. Interpretation

1.1 In addition to the terms defined in the Recitals to this MOU, the following capitalized terms will have the following meanings, respectively:

- (a) **"Authorized Purposes"** means mountain bike and trail-riding use of single-track and multi-use trails, including SORCA's fundraising, signage, trail maintenance, trail development, community and member events, and other ancillary purposes;
- (b) **"Returned Lands"** means any lands that the Province may transfer in fee simple to Squamish Nation or its Designate;
- (c) **"Selected Lands"** means any portion of the Returned Lands and XAY TEMIXW that are specifically identified by Squamish Nation for the purposes of this MOU;
- (d) **"SORCA"**, a society with incorporation number S0035374 under the *Societies Act*, SBC 2015, c. 18, which is operated by volunteers on a non-profit basis;
- (e) **"Term"** means the period set out in Section 11.1;
- (f) **"Trail Building"** means the creation of new recreational trails;
- (g) **"Trail Maintenance"** means the maintenance, improvement or alteration of existing recreational trails;
- (h) **"Transfer Date"** means the date or dates when the Province transfers the Returned Lands to Squamish Nation or its Designate; and
- (i) **"XAY TEMIXW"** means the territory of the Squamish Nation.

2. Purpose

2.1 The purpose of this MoU is to recognize and affirm the positive and respectful relationship between the Parties, and to govern certain activities by SORCA, its members, volunteers, and contractors, on the Selected Lands, all upon the terms and conditions herein contained. For greater certainty, the purpose of this agreement is limited to the Selected Lands and nothing in this MOU is to be construed as Squamish Nation consent for any other trail development on lands located outside of the Selected Lands unless the Squamish Nation consents to include such lands in writing.

3. XAY TEMIXW (SACRED LAND)

3.1 Squamish Nation has set the following priorities for managing the forests and wilderness of XAY TEMIXW:

- (a) protecting the rights and interests of the Squamish people;
- (b) sustaining its territory for its children's children – seven generations;
- (c) planning ahead instead of always reacting to problems and conflicts;
- (d) protecting heritage, traditional use, sacred and cultural sites;
- (e) protecting old growth forests;
- (f) providing opportunities for hunting, fishing and gathering;
- (g) repairing damage to the land and water, and reducing soil, water and air pollution; and
- (h) getting Squamish Nation members into the territory for health, education, recreation, spiritual and cultural purposes, including camps for children and youth.

3.2 SORCA acknowledges each of Squamish Nation's priorities as set forth in Section 3.1 for XAY TEMIXW.

3.3 The Parties agree that:

- (a) the proper use of the recreational trails on the Selected Lands by SORCA and the public, should be consistent with Squamish Nation's priorities for XAY TEMIXW; and
- (b) use of the recreational trails can contribute to economic prosperity for landowners and the community while respecting the land and environment.

4. Non-binding Nature

4.1 The Parties agree that this MoU is non-binding and represents the good faith relationship between the Parties.

5. The Selected Lands

5.1 SORCA and Squamish Nation agree that the list in Appendix 1 is the list of Selected Lands as of the date of this MoU.

5.2 Squamish Nation may de-select any lands and remove them from the Selected Lands by providing written notice and an updated map or sketch of the Selected Lands to SORCA.

5.3 SORCA agrees to provide an updated list, sketch or map of trails on the Returned Lands and within XAY TEMIXW that it wishes to use for the purposes of this MoU in order to assist Squamish Nation in identifying additional lands to include as Selected Lands under this MoU.

5.4 SORCA will steward recreational trails on the Selected Lands, in accordance with Squamish Nation's Land Use Plan and any other policies that Squamish Nation may establish from time to time for the protection of XAY TEMIXW.

5.5 SORCA understands that the Squamish Nation may develop the Returned Lands for economic development or membership housing purposes and that the Authorized Uses may not be compatible with such development and the Squamish Nation may terminate the Licence permitting the Authorized Uses in accordance with the terms of the Licence.

6. Licence

6.1 If the Squamish Nation consents to a trail or trails and any trail building activities on specific Selected Lands, the Squamish Nation agrees to cause its Designates to grant to SORCA a non-exclusive licence to use the specific Selected Lands that is subject to that consent within XAY TEMIXW for the Authorized Purposes.

7. Responsibilities of SORCA

7.1 SORCA will:

- (a) take reasonable steps to communicate Squamish Nation's policies and procedures for recreational trail use of the Selected Lands to its members, and to advance compliance with those policies and procedures;
- (b) collaborate with Squamish Nation to develop a communications and education plan to ensure that all visitors to the Selected Lands recognize that they are on the lands of Squamish Nation;
- (c) add the applicable Designate as an additional named insured on Commercial Insurance Policy or other applicable insurance policy; and
- (d) comply with all directions that Squamish Nation may give to ensure that culturally important areas are protected during Trail Maintenance.

8. Trail Building and Trail Maintenance

8.1 SORCA, through its trail crew, contractors and volunteers, will undertake routine Trail Maintenance on the Selected Lands at its own expense, including drainage and dirt work, structure repair, brushing, and minor trail re-routes, to maintain a safe trail experience.

8.2 SORCA will work with Squamish Nation to develop a process of managing Trail Building on the Selected Lands, which may include some or all of the following information:

- (a) the approach to mitigating any impacts on wildlife and the environment;
- (b) how the work will avoid culturally sensitive areas; and
- (c) confirmation of compliance with Squamish Nation's Land Use Plan for XAY TEMIXW and any other applicable policy, if requested by Squamish Nation.

9. Third Party Events and Commercial Operators

9.1 Upon receiving direction from Squamish Nation, SORCA will develop a process for the management and administration of access to the Selected Lands by events and commercial operators.

10. Responsibilities of Squamish Nation

10.1 Squamish Nation will:

- (a) notify SORCA of any changes it makes to the Land Use Plan for XAY TEMIXW or to any other policies that will affect SORCA's stewardship or recreational use of the Selected Lands;
- (b) work with SORCA to develop a process acceptable to Squamish Nation for the management of Trail Building on the Selected Lands;
- (c) provide guidance to SORCA as it develops cultural awareness, communication, and education plans, and in the implementation of those plans; and
- (d) notify SORCA of any development plans for the Returned Lands that may affect SORCA's Authorized Use of the Selected Lands.

11. Commencement and Cancellation

- 11.1 This MoU will commence on the date when fully signed and delivered by each of the Parties, and shall continue until December 31, 20_____.
- 11.2 This MoU may be amended or extended at any time by agreement in writing signed by the Parties.
- 11.3 If any of the Parties wishes to withdraw from this MoU , that Party will provide 90 days' notice in writing to the other Party.

12. Communication

- 12.1 Each Party agrees that it will not release any public statements (including but not limited to social media, newspaper, or other media messaging) regarding this MoU , or any events, tasks or document arising from or related to this MoU , without obtaining the other Party's approval of the proposed public statement at least 24 hours before such statement would be released. SORCA shall be entitled to confirm to its members and the public that it has the right to use the Selected Lands for the purposes described in this MoU .

13. Notice

- 13.1 The Parties will use the following contact information to provide notice, or deliver documents, where required or permitted by this MoU :

7.2 To Squamish Nation:

- 7.3 Attn: Peter Baker
- 7.4 Fax: peter-baker@squamish.net
- 7.5 Email: _____
- 7.6 Address: _____

7.7

7.8 To SORCA:

- 7.9 Attn: Jeff Norman, President
- 7.10 Fax: _____
- 7.11 Email: president@sorca.ca
- 7.12 Address: _____
- 7.13

Dated for reference, this day 22 of August, 2021

Squamish Nation
by its duly authorized representative:



Squamish Off-Road Cycling Association
by its duly authorized representative,


