

MEMORANDUM OF AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

AS REPRESENTED BY THE MINISTER OF CANADIAN HERITAGE

FOR THE PURPOSES OF THE PARKS CANADA AGENCY

("CANADA")

AND

HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA

AS REPRESENTED BY THE MINISTER OF SUSTAINABLE RESOURCE

MANAGEMENT AND THE MINISTER OF WATER, LAND AND AIR PROTECTION

("BRITISH COLUMBIA")

RESPECTING

THE ESTABLISHMENT OF A NATIONAL PARK RESERVE OF CANADA

IN THE GULF ISLANDS OF BRITISH COLUMBIA

WHEREAS under an agreement entered into by Canada and British Columbia (the "Parties") on July 12, 1995, as amended by an agreement dated for reference February 23, 1996, (the "PMHL Agreement"), the Parties agreed to undertake an initiative referred to by the Parties as the Pacific Marine Heritage Legacy to co-operate in the acquisition and assembly of land for a national park and new provincial protected areas in the Strait of Georgia;

WHEREAS the Parties recognize that their shared vision for Canada's Pacific coastal region from Juan de Fuca Strait to the Alaska Panhandle that was set out in the memorandum of understanding signed by them on July 12, 1995 (the "PMHL Memorandum of Understanding") should not be lost and that shared vision, which includes the following, should be reflected in this Memorandum of Agreement ("Agreement"):

- (a) an expanded network of marine and coastal conservation areas and recreation facilities by local, provincial and federal governments and other persons;
- (b) encouraging international appreciation and co-operation in marine heritage protection;

- (c) fostering scientific, education and interpretation programs to enhance the public's understanding and enjoyment of Canada's Pacific coastal region;
- (d) extending invitations for the meaningful participation and incorporation of historical and cultural elements of the Pacific coast, including the heritage of First Nations;
- (e) encouraging economic development and job creation through marine heritage tourism, promoting compatible use and industry support; and
- (f) sharing management, technical, research, marketing, and staff development efforts and opportunities where desirable and feasible for a more cost-effective, efficient and comprehensive approach to marine and coastal areas management;

WHEREAS the Parties recognize that certain nationally significant land in the southern Gulf Islands of the Province of British Columbia should be conserved and protected as a legacy for present and future generations of Canadians, and public consultations have demonstrated strong public support for the establishment of a national park reserve in the southern Gulf Islands and for the Parties' vision of park development and management provided in those consultations;

WHEREAS the Parties recognize that effective management of the National Park Reserve (as defined below) may require the addition of some submerged land adjacent to it;

WHEREAS the National Park Reserve will be comprised of land that will be surrounded by land that is subject to the *Islands Trust Act*, the object of which is to preserve and protect the unique amenities and environment of the Gulf Islands for the benefit of the residents of the Gulf Islands and the Province of British Columbia generally, in co-operation with local governments, other persons and the government of the Province of British Columbia;

WHEREAS Canada, complementing the protection of surrounding land under the *Islands Trust Act*, working in harmony with local governments, other persons and the government of the Province of British Columbia, will manage the National Park Reserve for the benefit, education and enjoyment of all Canadians, and will maintain and make use of the National Park Reserve land so as to leave it unimpaired for future generations with the maintenance of ecological integrity the first priority in management of that land; and

NOW, THEREFORE, this Agreement is made between the Parties in accordance with the Framework Agreement (as defined below) and the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 In this Agreement,

"Adjacent Submerged Land" means the land described in Annex A;

- "*Agricultural Land Commission Act*" means the *Agricultural Land Commission Act*, S.B.C. 2002, c. 36;
- "ALR" has the meaning given to the phrase "agricultural land reserve" in the *Agricultural Land Commission Act*;
- "BC Parks" means the Environmental Stewardship Division of the Ministry of Water, Land and Air Protection of British Columbia;
- "BCTFA" means the BC Transportation Financing Authority continued under the *Build BC Act*, R.S.B.C. 1996, c. 40;
- "Board" means the park advisory board referred to in section 17.1;
- "*Canada National Marine Conservation Areas Act*" means the *Canada National Marine Conservation Areas Act*, S.C. 2002, c. 18;
- "*Canada National Parks Act*" means the *Canada National Parks Act*, S.C. 2000, c. 32;
- "Chief Executive Officer" has the meaning given to it in the *Parks Canada Agency Act*;
- "Core Area" means the area shown outlined by bold line on the map attached as Annex B;
- "CRD" means the Capital Regional District incorporated under the *Local Government Act*, R.S.B.C. 1996, c. 323;
- "Crown Land (B.C.)" means the land described in Annex C;
- "Discovery Centre" means a natural and cultural heritage centre providing services to the public;
- "ELUC Area" means provincial Crown land established as a protected area under the *Environment and Land Use Act*;
- "*Environment and Land Use Act*" means the *Environment and Land Use Act*, R.S.B.C. 1996, c. 117;
- "Environment and Land Use Committee" means the Environment and Land Use Committee established under the *Environment and Land Use Act*;
- "Feasibility Study" means the feasibility study for a national marine conservation area of Canada in the southern Strait of Georgia, as referred to in the PMHL Agreement and announced by the Parties on November 19, 1998;

"**Federal Minister**" means the minister of Canada responsible for the national parks of Canada and includes any person authorized to act on the minister's behalf for the purposes of this Agreement;

"**Federal Real Property Act**" means the *Federal Real Property and Federal Immovables Act*, S.C. 1991, c. 50;

"**Field Unit Superintendent**" means an officer appointed under the *Parks Canada Agency Act* who is designated as the senior officer of Canada responsible for the national parks and national historic sites of Canada in southwestern British Columbia and includes any person appointed under that Act who is authorized to act on the officer's behalf for the purposes of this Agreement;

"**FLR**" has the meaning given to the word "reserve" in the *Forest Land Reserve Act*;

"**Forest Land Reserve Act**" means the *Forest Land Reserve Act*, R.S.B.C. 1996, c. 158;

"**Framework Agreement**" means the Framework Memorandum of Agreement entered into by the Parties on March 31, 2001 concerning the subject matter of this Agreement;

"**Governor in Council**" means the Governor General of Canada acting by and with the advice of, or by and with the advice and consent of, or in conjunction with the Queen's Privy Council for Canada;

"**Highway Act**" means the *Highway Act*, R.S.B.C. 1996, c. 188;

"**Islands Trust Act**" means the *Islands Trust Act*, R.S.B.C. 1996, c. 239;

"**Land Act**" means the *Land Act*, R.S.B.C. 1996, c. 245;

"**Licences**" means the licences of occupation and the permits issued under the *Park Act* that are described in Annex D and includes all renewals and replacements of those licences and permits under section 12.3;

"**Local Trust Committee**" has the meaning given to the phrase "local trust committee" in the *Islands Trust Act*;

"**LWBC**" means Land and Water British Columbia Inc. (Inc. No. 0258741);

"**Mineral Tenure Act**" means the *Mineral Tenure Act*, R.S.B.C. 1996, c. 292;

"**National Marine Conservation Area Reserve**" has the meaning given to the word "reserve" in the *Canada National Marine Conservation Areas Act*;

- "National Park Reserve"** means the Gulf Islands National Park Reserve of Canada established in accordance with this Agreement;
- "Natural Boundary"** has the meaning given to the phrase "natural boundary" in the *Land Act*;
- "New Parks and Historic Sites Account"** has the meaning given to it in the *Parks Canada Agency Act*;
- "Order in Council (ELUC)"** means an order in council to be made under section 7 of the *Environment and Land Use Act* in the form attached as Annex E;
- "Order in Council (Land)"** means an order in council to be made under section 31 of the *Land Act* in the form attached as Annex F;
- "Order in Council (Undersurface)"** means an order in council to be made under section 31 of the *Land Act* in the form attached as Annex G;
- "Park Act"** means the *Park Act*, R.S.B.C. 1996, c. 344;
- "Park Reserve Purposes"** means federal Crown land established and managed by Canada as a national park reserve or a national park under the *Canada National Parks Act* or federal Crown land managed by Canada as if it was established as a national park reserve or a national park under the *Canada National Parks Act*;
- "Parks Canada Agency"** has the meaning given to it in the *Parks Canada Agency Act*;
- "Parks Canada Agency Act"** means the *Parks Canada Agency Act*, S.C. 1998, c. 31;
- "Parties"** is defined in the recitals to this Agreement;
- "Payments in Lieu of Taxes Act"** means the *Payments in Lieu of Taxes Act*, R.S.C. 1985, c. M-13, as amended by S.C. 2000, c. 8, s. 2;
- "Permitted Encumbrances"** means the charges and encumbrances listed in Annex H;
- "PMHL Acquired Land"** means the PMHL Land (B.C.) and the PHML Land (Canada);
- "PMHL Agreement"** is defined in the recitals to this Agreement;
- "PMHL Land (B.C.)"** means the land acquired by the Parties under the PMHL Agreement which is owned by British Columbia and is described in Annex I;
- "PMHL Land (Canada)"** means the land acquired by the Parties under the PMHL Agreement which is owned by Canada and is described in Annex J;

- "PMHL Memorandum of Understanding" is defined in the recitals to this Agreement;
- "*Property Transfer Tax Act*" means the *Property Transfer Tax Act*, R.S.B.C. 1996, c. 378;
- "*Protected Areas of British Columbia Act*" means the *Protected Areas of British Columbia Act*, S.B.C. 2000, c. 17;
- "Provincial Area of Interest" means that part of the land shown shaded on Annex M;
- "Provincial Land" means the Crown Land (B.C.), the PMHL Land (B.C.) and the Provincial Parks;
- "Provincial Minister (Lands)" means the member of the Executive Council of British Columbia responsible for the *Land Act* and includes any person authorized to act on the minister's behalf for the purposes of this Agreement;
- "Provincial Minister (Parks)" means the member of the Executive Council of British Columbia responsible for the *Park Act* and the *Protected Areas of British Columbia Act* and includes any person authorized to act on the minister's behalf for the purposes of this Agreement;
- "Provincial Ministers" means the Provincial Minister (Lands) and the Provincial Minister (Parks);
- "Provincial Parks" means the provincial parks and ecological reserves described in Annex K;
- "Provincial Protected Areas" means the provincial parks described in Annex L;
- "Public Highway" has the meaning given to the phrase "public highway" in the *Highway Act*;
- "Regional Park" has the meaning given to the phrase "regional park" in the *Park (Regional) Act*, R.S.B.C. 1996, c. 345;
- "Saturna Island Charges" means the charges described in Annex N;
- "Strait of Georgia Lowlands Natural Region" means that natural region of Canada which includes islands in and land adjacent to the Strait of Georgia and is one of the thirty nine natural regions of Canada that are defined for national park system planning purposes within the Parks Canada Agency's National Parks System Plan;
- "Superintendent" means an officer appointed under the *Parks Canada Agency Act* who holds the office of superintendent of a national park reserve of Canada and who is responsible for the day-to-day management of the National Park Reserve and

includes any person appointed under that Act who is authorized to act on the officer's behalf for the purposes of this Agreement;

"Surveyor General (B.C.)" means the Surveyor General of British Columbia and includes any person who is authorized to act on the Surveyor General's behalf for the purposes of this Agreement;

"Surveyor General (Canada)" means the Surveyor General of Canada and includes any person who is authorized to act on the Surveyor General's behalf for the purposes of this Agreement;

"Warburton Pike Land" means

- (a) Parcel Identifier 002-006-570
That part of the northwest 1/4 of Section 4, Saturna Island, Cowichan District shown outlined in red on Plan 1410RW;
- (b) No Parcel Identifier
Block A of the northwest 1/4, Section 4, Saturna Island, Cowichan District;
- (c) No Parcel Identifier
Block B of the northwest 1/4, Section 4, Saturna Island, Cowichan District; and
- (d) No Parcel Identifier
The remainder of the northwest 1/4, Section 4, Saturna Island, Cowichan District; and

"Warburton Pike Tenures" means

- (a) the right of way granted to British Columbia Hydro and Power Authority under Order in Council 765/65;
- (b) the right of way granted to CHEK TV Limited (now WIC TV Amalco Inc.) for communication tower purposes on September 16, 1978 (being right of way #2454); and
- (c) the licence of occupation granted to WIC Television Ltd. (now Global Communications Limited) under Order in Council 865/60 for communication tower purposes (being right of way #282).

1.2 The appendices to this Agreement are as follows:

- Annex A - Adjacent Submerged Land;
- Annex B - Map of the Core Area for a National Park;
- Annex C - Crown Land (B.C.);
- Annex D - Licences;
- Annex E - Order in Council (ELUC);
- Annex F - Order in Council (Land);
- Annex G - Order in Council (Undersurface);
- Annex H - Permitted Encumbrances;
- Annex I - PMHL Land (B.C.);
- Annex J - PMHL Land (Canada);
- Annex K - Provincial Parks;
- Annex L - Provincial Protected Areas;
- Annex M - Map of Provincial Area of Interest;
- Annex N - Saturna Island Charges;
- Annex O - Request for Payment;
- Annex P - Saturna Island Roads;
- Annex Q - Narvaez Bay Road;
- Annex R - Map of Initial Land Comprising the National Park Reserve; and
- Annex S - Permitted Encumbrances Referred to in Section 11.1.

ARTICLE 2 - PURPOSES OF AGREEMENT

2.1 The purposes of this Agreement are to provide for, among other things, the following:

- (a) the establishment of the National Park Reserve;
- (b) the continuation of the land acquisition program commenced by the Parties under the PMHL Agreement with the acquired land to be used for, in the case of Canada, Park Reserve Purposes and, in the case of British Columbia, establishment as provincial parks, ecological reserves or ELUC Areas;
- (c) the development of a Discovery Centre in association with the National Park Reserve and as part of the Parties' shared vision for Canada's Pacific coastal region that was set out in the PMHL Memorandum of Understanding;
- (d) efforts to co-ordinate the planning and management of the National Park Reserve, provincial parks, ecological reserves, ELUC Areas and other provincial Crown land in the southern Gulf Islands while respecting the jurisdiction of the Federal Minister and the Provincial Ministers; and
- (e) the reaffirmation that a feasibility study will be undertaken by Canada for a National Marine Conservation Area Reserve in the southern Strait of Georgia.

ARTICLE 3 - PACIFIC MARINE HERITAGE LEGACY AND FRAMEWORK AGREEMENT

- 3.1 This Agreement supersedes and replaces the PMHL Agreement and the Framework Agreement.
- 3.2 The Parties agree that the money remaining in the trust account established under the PMHL Agreement will be allocated between the Parties in accordance with the Review Engagement Report prepared by Obara Lee & Co., Chartered Accountants which is dated May 25, 2001.
- 3.3 In addition to Canada's establishment of the National Park Reserve, the Parties agree to continue their co-operation in the development and implementation of their shared vision for Canada's Pacific coastal region that was set out in the PMHL Memorandum of Understanding, including these elements:
- (a) expanding the network of federal and provincial marine and coastal conservation areas recognizing however that Canada's efforts will focus on establishing new marine protected areas in co-operation with British Columbia and in the context of a proposed Canada-British Columbia Pacific Marine Protected Areas Strategy;
 - (b) encouraging economic development and job creation through marine heritage tourism, promoting compatible use and industry support;
 - (c) fostering scientific, education and interpretation programs to enhance the public's understanding and enjoyment of Canada's Pacific coastal region;
 - (d) extending invitations for the meaningful participation and incorporation of historical and cultural elements of the Pacific coast, including the heritage of First Nations;
 - (e) encouraging international appreciation and co-operation in marine heritage protection;
 - (f) inviting other levels of government and the private and non-profit sectors to be active participants in marine heritage protection; and
 - (g) sharing management, technical, research, marketing and staff development efforts and opportunities where desirable and feasible for a more cost-effective, efficient and comprehensive approach to marine and coastal areas management.
- 3.4 On signing this Agreement, a committee to be known as the "Pacific Marine Heritage Legacy Steering Committee" will be established and that committee will be composed of the Chief Executive Officer and the Director General, Western and Northern Canada, Parks Canada Agency, to represent Canada, and the Deputy Minister of the Ministry of

Water, Land and Air Protection and the Assistant Deputy Minister responsible for BC Parks, to represent British Columbia, and that steering committee will oversee the continued planning and implementation of the elements of the Parties' shared vision for Canada's Pacific coastal region outlined in section 3.3.

- 3.5 Members of the steering committee referred to in section 3.4 will meet at least annually and may from time to time, at their discretion, delegate their responsibilities to other senior officers of their agency or ministry.

ARTICLE 4 - PURPOSE OF NATIONAL PARK RESERVE OF CANADA

- 4.1 The purpose of the Gulf Islands National Park Reserve of Canada is to protect for all time a representative natural area of Canadian significance in the Strait of Georgia Lowlands Natural Region and to encourage public understanding, appreciation and enjoyment of the area so as to leave it unimpaired for future generations.
- 4.2 In accordance with subsection 4(2) of the *Canada National Parks Act*, a national park reserve is established, rather than a national park, where an area proposed for a national park is subject to one or more claims in respect of aboriginal rights that has or have been accepted for negotiation by the government of Canada.

ARTICLE 5 - ESTABLISHMENT OF NATIONAL PARK OF CANADA

- 5.1 In accordance with subsection 6(2) of the *Canada National Parks Act*, the National Park Reserve will not be established as a national park of Canada until the claims referred to in section 4.2 are settled.

ARTICLE 6 - FINANCIAL COMMITMENTS AND CONTINUATION OF LAND ACQUISITION PROGRAM

- 6.1 British Columbia
- (a) will, not later than fifteen days after signing this Agreement, deposit \$5,000,000.00 in an interest bearing provincial account to be expended solely for the acquisition of land by Canada under subsection 6.4(a) (including all associated costs such as survey and appraisal costs and property taxes) and Canada will expend money and accrued interest from that account in accordance with the procedure described in section 6.3; and
 - (b) has, before the date of this Agreement, expended \$20,000,000.00 for the acquisition of
 - (i) land (including all associated costs such as survey and appraisal costs,

property taxes and taxes imposed under the *Property Transfer Tax Act*) for provincial parks, ecological reserves and ELUC Areas in the Provincial Area of Interest, and

- (ii) interests in land in the Provincial Area of Interest in furtherance of the purposes of this Agreement.

- 6.2 After signing this Agreement, Canada will deposit \$10,000,000.00 in the New Parks and Historic Sites Account, or such other account to be identified by Canada, to be expended for the acquisition of land by Canada under subsection 6.4(a) and for the payment to British Columbia of the amounts identified in subsection 9.1(a).
- 6.3 Canada will request payment out of the provincial interest bearing account referred to in subsection 6.1(a) by way of the letter attached as Annex O and British Columbia will, not later than thirty days after its receipt of that letter, deliver a Province of British Columbia cheque to the representative of the Federal Minister identified in the letter.
- 6.4 The Parties agree to continue the land acquisition program commenced under the PMHL Agreement and
 - (a) Canada will expend money and accrued interest from the account referred to in subsection 6.1(a), the New Parks and Historic Sites Account and, if applicable, the other account referred to in section 6.2 for the acquisition of land in the Core Area for Park Reserve Purposes; and
 - (b) British Columbia may, in addition to the money expended by it under subsection 6.1(b), expend money for the acquisition of land for provincial parks, ecological reserves and ELUC Areas in the Provincial Area of Interest.
- 6.5 In addition to the acquisition of land under subsection 6.4(a),
 - (a) Canada may acquire land in the Core Area
 - (i) with money not held in the accounts referred to in subsections 6.1(a) and 6.2, and
 - (ii) by donation or other means; and
 - (b) the Federal Minister may accept the transfer of administrative responsibility for land in the Core Area from another minister of the government of Canada;for Park Reserve Purposes.
- 6.6 The acquisition of land by British Columbia under subsection 6.4(b) will include, but not be limited to, the acquisition of land in areas of provincial interest on Saltspring Island.

6.7 The Parties acknowledge that

- (a) despite section 6.4,
 - (i) Canada may expend money from the accounts referred to in subsection 6.1(a) and section 6.2 and the money referred to in subsection 6.5(a) for the acquisition of interests in land in the Core Area where the acquisition of such interests in land will further the purposes of this Agreement, and
 - (ii) British Columbia may expend money under subsection 6.4(b) to acquire interests in land in the Provincial Area of Interest where the acquisition of such interests in land will further the purposes of this Agreement; and
- (b) in order to ensure the market value of land acquired by them under this Agreement is appraised on a similar basis, the Parties will utilize the same terms of reference for the appraisal of land, including timber on that land, and they will share all relevant market data information, including the purchase price paid for land acquired under this Agreement.

ARTICLE 7 - TRANSFER OF LAND TO CANADA FOR INCLUSION IN THE NATIONAL PARK RESERVE

- 7.1 British Columbia has established reserves from disposition under section 16 of the *Land Act* and mineral reserves under section 22 of the *Mineral Tenure Act* over the Provincial Land and the Provincial Protected Areas and British Columbia will maintain those reserves over that land until the earlier of
- (a) the tenth anniversary of the making of the Order in Council (Land); or
 - (b) the date upon which Canada accepts the transfer of the administration, control and benefit of the Provincial Land and the Provincial Protected Areas to it under section 7.6.
- 7.2 Subject to sections 7.9, 11.2 and 11.3 and at no cost to Canada, except as provided in Article 9, British Columbia will, not later than six months after
- (a) the date of this Agreement, transfer to Canada the administration, control and benefit of
 - (i) the Provincial Land and the undersurface rights under that land which are held by British Columbia by way of the Order in Council (Land), subject to the Permitted Encumbrances provided, however, that if the Provincial Parks are not then cancelled under the laws of British Columbia, such transfer will be made as soon as possible after the Provincial Parks are cancelled,

- (ii) the undersurface rights held by British Columbia with respect to the PMHL Land (Canada) by way of the Order in Council (Undersurface), and
 - (iii) the Provincial Protected Areas and the undersurface rights under that land which are held by British Columbia by way of the Order in Council (Land), subject to the Permitted Encumbrances provided, however, that if the Provincial Protected Areas are not then cancelled under the laws of British Columbia, such transfer will be made as soon as possible after the Provincial Protected Areas are cancelled; and
- (b) being requested by Canada, transfer to Canada the administration, control and benefit of the undersurface rights held by British Columbia with respect to the land acquired by Canada in the Core Area under subsection 6.4(a) or 6.5(a) or section 7.8 or transferred to it under section 6.5(b) by way of the Order in Council (Undersurface), and

7.3 Canada acknowledges that

- (a) neither the Order in Council (Land) nor the Order in Council (Undersurface) will take effect until Canada accepts the transfer of the administration, control and benefit of the land or undersurface rights to it under section 7.6;
- (b) the transfer to Canada of the administration, control and benefit of the Crown Land (B.C.), the Provincial Parks and the Provincial Protected Areas will be for Park Reserve Purposes and will be subject to reversion if
 - (i) Canada does not accept the transfer of the administration, control and benefit of that land to it on or before the tenth anniversary of the making of the Order in Council (Land), or
 - (ii) the Parliament of Canada or the Governor in Council declares that land to be no longer required for Park Reserve Purposes;

in which case, Canada will transfer to British Columbia the administration, control and benefit of that land and the undersurface rights held by Canada, at no cost to British Columbia, not later than six months after the event described above occurs;

- (c) the transfer to Canada of the administration, control and benefit of the undersurface rights to be identified in the Order in Council (Undersurface) will be for Park Reserve Purposes and will be subject to reversion if Canada does not accept the transfer of the administration, control and benefit of those undersurface rights to it on or before the tenth anniversary of the making of the Order in Council (Undersurface), in which case, Canada will transfer to British Columbia the administration, control and benefit of those undersurface rights, at no cost to

British Columbia, not later than six months after that event occurs;

- (d) the following Provincial Parks and Provincial Protected Areas were donated to British Columbia for specific purposes and on specific conditions:
- (i) with respect to the land described in item 2 of Annex K, that land is to be held in fee simple, in trust, in perpetuity, for the establishment or purpose of a public park for the recreation and enjoyment of the public,
 - (ii) with respect to the land described in item 3(e) of Annex K, that land is to be used in perpetuity for the use and enjoyment of the public,
 - (iii) with respect to the land described in items 4 and 5(a) of Annex K and item I of Annex L, that land is to be used in perpetuity for park purposes, and
 - (iv) with respect to the land described in items 3(a), (b), (c) and (d) of Annex L, that land is to be used in perpetuity for park purposes and on the further condition that the name "Princess Margaret" be used in the name given to that land;

and, if Canada decides not to use the land for the purposes and on the conditions set out above, Canada will transfer to British Columbia the administration, control and benefit of that land and the undersurface rights held by Canada, at no cost to British Columbia, not later than six months after that decision is made; and

- (e) with respect to the land that is subject to the Licences, Canada will enter into an assignment and assumption agreement with British Columbia and the holder of each of the Licences to come into effect upon Canada's acceptance of the transfer of the administration, control and benefit of that land to it.

7.4 Before the Order in Council (Land) is made under section 7.2, British Columbia will,

- (a) at the written request of Canada, recommend to the Minister of Transportation that the Public Highways that terminate within the Provincial Land, the Provincial Protected Areas and the PMHL Land (Canada) which are identified in that written request, be closed under section 7 of the *Highway Act* and British Columbia will further recommend to the BCTFA that it transfer to Canada the freehold estate in all of the Public Highways that are closed under section 7 of the *Highway Act* as soon as possible after the closure of the Public Highways; and
- (b) recommend to the Lieutenant Governor in Council that
 - (i) Order in Council 467/82 be cancelled with respect to the unsurveyed, unencumbered and unalienated Crown islands and islets within the coastal tidal waters of the Core Area,

- (ii) Orders in Council 3140/66 and 3010/78 be cancelled, and
 - (iii) all of the Provincial Land and Provincial Protected Areas located in the FLR be removed from the FLR under section 25 of the *Forest Land Reserve Act* and British Columbia will use its best efforts to make that recommendation to the Lieutenant Governor in Council not later than two months after the date of this Agreement.
- 7.5 After the Public Highways shown in bold on Annex P are closed under section 7 of the *Highway Act* and the freehold estate in them is transferred to Canada by the BCTFA, Canada will dedicate the road shown in bold on Annex Q as a Public Highway by the deposit of a reference plan prepared under section 107 of the *Land Title Act*, R.S.B.C. 1996, c. 250 and Canada will transfer the administration, control and benefit of the land which underlies the road shown in bold on Annex Q to British Columbia under the *Federal Real Property Act*.
- 7.6 After an Order in Council (Land) or Order in Council (Undersurface) is made and the Deputy Minister of Justice for Canada is satisfied that title to the land or undersurface rights, or any part of the land or undersurface rights, described in the order in council is free and clear of all third-party interests, except for the Permitted Encumbrances, Canada will accept the transfer of the administration, control and benefit of the land or undersurface rights to it in accordance with the *Federal Real Property Act* provided that in accepting the transfer of the administration, control and benefit of land to it, if any of that land is located in the ALR or the FLR, nothing in this Agreement will be construed as Canada's acceptance to be contractually bound by the *Agricultural Land Commission Act* or the *Forest Land Reserve Act* and no action taken by Canada under this Agreement will be construed as Canada accepting that such legislation has any force or effect with respect to land owned by Canada or as Canada attorning to such jurisdiction or waiving Canada's jurisdictional immunity.
- 7.7 After Canada advises British Columbia that it has accepted the transfer of the administration, control and benefit of
- (a) the land described in item 1(a) of Annex I to it, British Columbia will assign the Saturna Island Charges to Canada; and
 - (b) the Provincial Land and the Provincial Protected Areas to it, British Columbia will deliver to Canada releases, in registerable form, of the covenants registered in favour of British Columbia on title to the PMHL Land (Canada) under numbers ED22179, EM44567, EM44568, EM44569 and L49095.
- 7.8 If Canada acquires
- (a) a Regional Park in the Core Area from the CRD and title to that Regional Park is subject to a possibility of reverter in favour of British Columbia that was created

on the Crown grant of the Regional Park to the CRD, the Provincial Minister (Lands) will, at the written request of Canada, delete the provision creating such possibility of reverter from the Crown grant of the Regional Park by a ministerial order made under the *Land Act*; and

- (b) the following described land and that land is subject to a lease in favour of British Columbia, the Provincial Minister (Lands) will surrender that lease to Canada:

Parcel Identifier 000-356-115

District Lot 42 (known as "Black Island"), Cowichan District.

7.9 British Columbia will transfer to Canada the administration, control and benefit of any part of the Warburton Pike Land and the undersurface rights under that land which are held by British Columbia by way of the Order in Council (Land) after the Warburton Pike Tenure that affects that part of the Warburton Pike Land is surrendered to British Columbia or after

- (a) the Warburton Pike Tenure that affects that part of the Warburton Pike Land is either

(i) amended to extend its term, or

(ii) cancelled and replaced,

by British Columbia, through its delegate, LWBC, provided the amended or replaced tenure is issued under the *Land Act* for a term not exceeding five years after the date of this Agreement and the tenure permits British Columbia to cancel it upon Canada's acceptance of the transfer of the administration, control and benefit of that part of the Warburton Pike Land to it; and

- (b) Canada has issued a permit or licence to the Warburton Pike Tenure holder for the remainder of the term of their tenure to come into effect upon Canada's acceptance of the transfer of the administration, control and benefit of that part of the Warburton Pike Land to it and further renewals of any of the Warburton Pike Tenures will be at Canada's discretion.

ARTICLE 8 - ESTABLISHMENT OF THE NATIONAL PARK RESERVE

8.1 It is intended that the land to be included in the National Park Reserve will initially consist of the Provincial Land, the Provincial Protected Areas and the PMHL Land (Canada), the location of which is shown on the map attached as Annex R, however, where there is a discrepancy between the map attached as Annex R and the legal descriptions set out in Appendices C, I, J, K and L, the legal descriptions set out in those appendices will govern; the legal descriptions set out in those appendices being accepted by the Surveyor General (B.C.) and the Surveyor General (Canada) for the purposes of

this Agreement.

- 8.2 After Canada accepts the transfer of the administration, control and benefit of the Provincial Land and the Provincial Protected Areas to it, Canada will take such steps as may be necessary to recommend to the Parliament of Canada or the Governor in Council that the Provincial Land, the Provincial Protected Areas and the PMHL Land (Canada) be established and managed as a national park reserve under the *Canada National Parks Act*, except for any part of that land that will remain as federal Crown land to be managed as if it was established as a national park reserve under the *Canada National Parks Act*.
- 8.3 If Canada acquires land for inclusion in the National Park Reserve under subsection 6.4(a) or 6.5(a) or accepts the transfer of administrative responsibility for land under subsection 6.5(b), Canada will take such steps as may be necessary to recommend to the Parliament of Canada or the Governor in Council that the National Park Reserve be enlarged by adding that land to the description of the National Park Reserve set out in the *Canada National Parks Act*, except for any part of that land that will remain as federal Crown land to be managed as if it was established as a national park reserve under the *Canada National Parks Act*.
- 8.4 Canada agrees that, on the establishment of the National Park Reserve,
- (a) the term "Cabbage Island" will be used in the name given to the land described in item 1 of Annex K;
 - (b) the term "Isle-de-Lis" will be used in the name given to the land described in item 2 of Annex K;
 - (c) the term "McDonald" will be used in the name given to the land described in item 3 of Annex K;
 - (d) the term "Prior Centennial" will be used in the name given to the land described in item 4 of Annex K;
 - (e) the term "Winter Cove" will be used in the name given to the land described in item 5 of Annex K;
 - (f) the term "Beaumont" will be used in the name given to the land described in item 1 of Annex L;
 - (g) the term "D'Arcy Island" will be used in the name given to the land described in item 2 of Annex L;
 - (h) the term "Princess Margaret" will be used in the name given to the land described in item 3 of Annex L; and

- (i) the term "Sidney Spit" will be used in the name given by it to the land described in item 4 of Annex L;

in recognition of the origins and history of that land.

- 8.5 The seaward boundary of all land to be included in the National Park Reserve which is adjacent to the tidal waters of the Strait of Georgia or any of its channels will extend 25 metres perpendicularly distant seaward of the Natural Boundary of that land, except for the land described in items 3, 5(d) and 7 of Annex K and items 3(e) and 4(f) of Annex L.

ARTICLE 9 - COSTS ASSOCIATED WITH THE TRANSFER OF LAND TO CANADA

- 9.1 After the Order in Council (Land) is made under section 7.2, Canada will

- (a) not later than sixty days after that order in council is made, pay to British Columbia
 - (i) \$1,464,143.00, which is equal to the booked capital value of the Provincial Land and the Provincial Protected Areas and the depreciated booked value of the improvements on that land, and
 - (ii) \$500,000.00, to assist British Columbia with respect to non-capital operational modifications and management plan revisions required to be undertaken by BC Parks as a result of the transfer of the administration, control and benefit of the Provincial Parks and Provincial Protected Areas to Canada; and
- (b) not later than sixty days after British Columbia's written request, pay to British Columbia all reasonable costs incurred by British Columbia to transfer to Canada the administration, control and benefit of the Provincial Land and the Provincial Protected Areas including the following:
 - (i) mapping and survey costs required to map or survey the Provincial Land and the Provincial Protected Areas to the mutual satisfaction of the Surveyor General (B.C.) and the Surveyor General (Canada),
 - (ii) appraisal costs, including all related costs invoiced to British Columbia by LWBC, necessitated by British Columbia's capitalization accounting procedures with respect to the Provincial Land and the Provincial Protected Areas and the improvements on that land,
 - (iii) legal costs, and
 - (iv) costs required to amend or cancel the Licences and the Permitted Encumbrances.

- 9.2 British Columbia acknowledges that Canada is not subject to the *Property Transfer Tax Act*.

**ARTICLE 10 - ADJACENT SUBMERGED LAND AND NATIONAL MARINE
CONSERVATION AREA RESERVE FEASIBILITY STUDY**

- 10.1 Canada will consider including the Adjacent Submerged Land in the National Park Reserve or as part of a National Marine Conservation Area Reserve, if one is established by Canada, after it consults with affected users and administrators of the Adjacent Submerged Land in accordance with section 10.3 and following the completion of the Feasibility Study.
- 10.2 British Columbia has established reserves from disposition under section 16 of the *Land Act* and mineral reserves under section 22 of the *Mineral Tenure Act* over the Adjacent Submerged Land and British Columbia will maintain those reserves over the Adjacent Submerged Land until the earlier of
- (a) the seventh anniversary of the date of this Agreement; or
 - (b) the date upon which the administration, control and benefit of the Adjacent Submerged Land is transferred to Canada under section 10.5.
- 10.3 When Canada completes consultations with affected users and administrators of the Adjacent Submerged Land on whether to bring any or all of the Adjacent Submerged Land under the jurisdiction of Canada, or six months after the date of this Agreement, whichever occurs earlier, British Columbia will, at Canada's written request, ask the Environment and Land Use Committee to recommend to the Lieutenant Governor in Council that the Order in Council (ELUC) be made with respect to the Adjacent Submerged Land, or the part of that land identified in that written request, to come into effect on the making of that order in council and, in accordance with the terms of that order in council, to allow the Federal Minister to manage and administer that land before Canada accepts the transfer of the administration, control and benefit of that land to it under section 10.8.
- 10.4 The Parties agree that, consistent with terms of reference to be developed by Canada and British Columbia, the Feasibility Study will proceed, at Canada's expense, and will be completed not later than the fifth anniversary of the date of this Agreement.
- 10.5 When the Feasibility Study is completed or not later than the seventh anniversary of the date of this Agreement, whichever occurs earlier, British Columbia will, at Canada's written request, transfer to Canada the administration, control and benefit of the Adjacent Submerged Land identified in that written request and the undersurface rights under that land which are held by British Columbia and Canada will either

- (a) establish that land as a National Marine Conservation Area Reserve, provided an agreement respecting the establishment of a National Marine Conservation Area Reserve in the southern Strait of Georgia has been entered into by the Parties, in which case, the transfer to Canada of the administration, control and benefit of the land identified in that written request and the undersurface rights under that land which are held by British Columbia will be made by way of an order in council made by British Columbia in accordance with the terms of that agreement; or
- (b) include that land in the National Park Reserve or otherwise use it for Park Reserve Purposes, in which case British Columbia will transfer to Canada the administration, control and benefit of the land identified in that written request and the undersurface rights under that land which are held by British Columbia not later than six months after the written request is made by way of an Order in Council (Land), subject to the Permitted Encumbrances.

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10.9 Canada acknowledges that

- (a) neither of the orders in council referred to in section 10.5 and subsection 10.7(b) will take effect until Canada accepts the transfer of the administration, control and benefit of the land to it under section 10.8;
- (b) with respect to the land referred to in subsection 10.5(a), the transfer to Canada of the administration, control and benefit of that land will be made in perpetuity, unless the agreement referred to in that subsection provides otherwise;
- (c) with respect to the land referred to in subsection 10.7(b), the transfer to Canada of the administration, control and benefit of that land will be made for one of the purposes set out in section 10.5; and
- (d) with respect to the land referred to in subsections 10.5(b) and 10.7(b), the transfer to Canada of the administration, control and benefit of that land and the undersurface rights held by British Columbia will be subject to reversion if
 - (i) Canada does not accept the transfer of the administration, control and benefit of the land to it on or before the tenth anniversary of the making of the order in council referred to in subsection 10.5(b) or 10.7(b), or
 - (ii) the Parliament of Canada or the Governor in Council declares the land to be no longer required for Park Reserve Purposes;

in which case, Canada will transfer to British Columbia the administration, control and benefit of that land and the undersurface rights held by Canada, at no cost to British Columbia, not later than six months after the event described above occurs.

ARTICLE 11 - INTERESTS IN PROVINCIAL LAND AND PROVINCIAL PROTECTED AREAS

- 11.1 BC Parks will assist Canada to acquire or otherwise remove, at Canada's expense and in favour of Canada, the Permitted Encumbrances listed in Annex S and, if a Permitted Encumbrance listed in Annex S is acquired or otherwise removed by Canada, Annex H will be deemed to be amended to delete the reference to that Permitted Encumbrance from that annex.
- 11.2 British Columbia appoints Canada to act as its agent to seek the removal of the Crown Land (B.C.), the Provincial Parks and the Provincial Protected Areas located in the ALR

from the ALR and if that land is not removed from the ALR within three months of the date of this Agreement, British Columbia will not transfer the administration, control and benefit of the land remaining in the ALR to Canada under section 7.2, however before the fifth anniversary of the date of this Agreement, British Columbia will, at the written request of Canada, transfer the administration, control and benefit of that land and the undersurface rights under that land which are held by British Columbia to Canada by way of the Order in Council (Land) on the terms and conditions set out in this Agreement.

- 11.3 If any of the Crown Land (B.C.), the Provincial Parks and the Provincial Protected Areas located in the FLR is not removed from the FLR under paragraph 7.4(b)(iii) within three months of signing this Agreement, British Columbia will not transfer the administration, control and benefit of the land remaining in the FLR to Canada under section 7.2, however before the fifth anniversary of the date of this Agreement, British Columbia will, at the written request of Canada, transfer the administration, control and benefit of that land and the undersurface rights under that land which are held by British Columbia to Canada by way of the Order in Council (Land) on the terms and conditions set out in this Agreement.
- 11.4 Canada will pay all costs, other than salary costs, incurred by British Columbia in its efforts to acquire the Permitted Encumbrances listed in Annex S, including all contract costs of the Ministry of Sustainable Resource Management and the Ministry of Water, Land and Air Protection and all related costs invoiced to British Columbia by LWBC which relate to the assistance provided to Canada under section 11.1.

ARTICLE 12 - INTERIM RESOURCE PROTECTION AND MANAGEMENT

- 12.1 After the Order in Council (Land) is made under section 7.2, 7.9, 11.2 or 11.3, British Columbia will ask the Environment and Land Use Committee to recommend to the Lieutenant Governor in Council that the Order in Council (ELUC) be made with respect to the Provincial Land and the Provincial Protected Areas described in the Order in Council (Land), to come into effect
- (a) on October 1, 2003; or
 - (b) if the Order in Council (Land) is made after October 1, 2003, on the date the subsequent Order in Council (ELUC) is made;

and the Order in Council (ELUC) will, subject to section 12.3 and in accordance with the terms of the Order in Council (ELUC), allow the Federal Minister to manage and administer the land described in the Order in Council (ELUC) before Canada accepts the transfer of the administration, control and benefit of that land to it under section 7.6.

- 12.2 Until the Order in Council (ELUC) that is referred to in section 12.1 comes into effect, British Columbia will continue to manage the Provincial Land and the Provincial Protected Areas and to provide those interim protection measures concerning that land

and the PMHL Land (Canada) that it has provided to the date of this Agreement, provided that British Columbia will not be restricted from cancelling any orders in council made by it concerning such interim protection measures if such orders in council need to be cancelled before the administration, control and benefit of the Provincial Land and the Provincial Protected Areas can be transferred to Canada.

- 12.3 After the Order in Council (ELUC) that is referred to in section 12.1 comes into effect, British Columbia will be under no obligation to continue to manage the Provincial Land and the Provincial Protected Areas or to provide those interim protection measures concerning that land and the PMHL Land (Canada) that it has provided to the date of this Agreement, except that British Columbia, through its delegate, LWBC, will administer the Licences and the Warburton Pike Tenures until Canada accepts the transfer of the administration, control and benefit of the Provincial Land and Provincial Protected Areas to it under section 7.6 and, until that happens, British Columbia will
- (a) except as provided under subsections (b) and (c), not make any disposition under the *Land Act* with respect to that land, unless requested to do so by Canada;
 - (b) only renew or replace the Licences after consultation with Canada; and
 - (c) amend or replace the Warburton Pike Tenures as provided under section 7.9.
- 12.4 Canada will pay all reasonable costs incurred by British Columbia in managing the Crown Land (B.C.) and the PMHL Land (B.C.) from the date of this Agreement until the Order in Council (ELUC) that is referred to in section 12.1 comes into effect, including the cost of
- (a) maintaining signs and improvements on that land; and
 - (b) patrols for security purposes.
- 12.5 After signing this Agreement, Canada may request, in writing,
- (a) the Attorney General of British Columbia to amend Schedule 1 of the Violation Ticket Administration and Fines Regulation made under the *Offence Act*, R.S.B.C. 1996, c. 338 to permit a park warden or an enforcement officer appointed under the *Canada National Parks Act* to issue a ticket or appearance notice for contravention of the *Trespass Act*, R.S.B.C. 1996, c. 462, the *Liquor Control and Licensing Act*, R.S.B.C. 1996, c. 267, the *Highway Act* and the *Motor Vehicle Act*, R.S.B.C. 1996, c. 318; and
 - (b) the Provincial Minister (Parks) to appoint park wardens and enforcement officers appointed under the *Canada National Parks Act* as deputy conservation officers under section 99 of the *Wildlife Act*, R.S.B.C. 1996, c. 488.

- 12.6 Canada acknowledges that if the appointments referred to in section 12.5 are made, they will take effect after the Order in Council (ELUC) that is referred to in section 12.1 comes into effect and will be limited in their application to the land described in that order in council.
- 12.7 After the Order in Council (ELUC) that is referred to in section 12.1 comes into effect and before Canada accepts the transfer of the administration, control and benefit of the Provincial Land and the Provincial Protected Areas to it, British Columbia will, at the request of the Director General, Western and Northern Canada, Parks Canada Agency or any authorized officer of the Parks Canada Agency, provide such services and assistance in preventing, suppressing or controlling loss of or damage to the natural resources of the PMHL Land (Canada), the Provincial Land and the Provincial Protected Areas as British Columbia may, in its reasonable discretion, deem appropriate and Canada will, on written request, reimburse British Columbia for all costs reasonably and properly incurred by British Columbia in fulfilling its obligations under this section.
- 12.8 Prior to the acceptance by Canada of the administration, control and benefit of the land that is to be transferred to it under section 7.2, British Columbia will do nothing to alter the natural state of the Provincial Land and the Provincial Protected Areas which exists on the date of this Agreement, except as may be permitted by Canada.

ARTICLE 13 - CO-OPERATION WITH FIRST NATIONS IN PLANNING AND MANAGEMENT

- 13.1 Canada is willing, at the request of First Nations who have expressed that they have an historical relationship to the region encompassing the National Park Reserve, to enter into arrangements and endeavour to enter into agreements to facilitate a collaborative approach related to the National Park Reserve.
- 13.2 Canada is willing, at the request of First Nations who have expressed that they have an historical relationship to the region encompassing the National Park Reserve, to work with those First Nations to address topics related to First Nations and the National Park Reserve, such as natural and cultural resources, the interpretation of aboriginal culture and history, and employment and economic opportunities.
- 13.3 Canada wishes to continue to consult with those First Nations who have expressed that they have an historical relationship to the region encompassing the National Park Reserve, with respect to their involvement in the planning and management of the National Park Reserve, including with respect to the development of interim management guidelines and the management plan.
- 13.4 The establishment of the National Park Reserve will be without prejudice to the positions of any involved parties with respect to land claims that include the Core Area and are accepted for negotiation by the government of Canada.

- 13.5 In accordance with section 35 of the *Constitution Act, 1982* any existing aboriginal and treaty rights will be respected in the National Park Reserve and any proposed new regulation that may infringe an existing aboriginal or treaty right will be the subject of consultations between Canada and the affected First Nations prior to the coming into force of the regulation.

ARTICLE 14 - MANAGEMENT PLANNING

- 14.1 Canada will undertake park management planning in accordance with objectives, time frames and processes, including public consultations, set out in the *Canada National Parks Act* and National Parks Policy.
- 14.2 Canada will make the maintenance or restoration of ecological integrity the first priority in planning all aspects of the development and management of the National Park Reserve, but will take into consideration the cultural landscapes of the National Park Reserve as well as historic community uses.
- 14.3 Canada will complete interim management guidelines for the National Park Reserve as soon as practical after signing this Agreement.

ARTICLE 15 - COLLABORATION IN REGIONAL PLANNING

- 15.1 In order to co-ordinate their respective land acquisition priorities under sections 6.4 and 6.5 and to foster the complementary planning and management of the National Park Reserve, provincial parks, ecological reserves, ELUC Areas and other provincial Crown land in the southern Gulf Islands, the Parties will develop such collaborative arrangements as they may mutually desire.
- 15.2 Canada will invite organizations that will be affected by the establishment of the National Park Reserve, including Local Trust Committees, the CRD and the Ministry of Transportation of British Columbia, to participate in collaborative arrangements for the planning and management of the National Park Reserve and other land in the Core Area.
- 15.3 British Columbia will continue its practice of consultation and collaborative planning and management with local administrative agencies with respect to provincial parks and ecological reserves.
- 15.4 Any collaborative planning, management or operational arrangements developed pursuant to section 15.1 cannot fetter the discretion of the Federal Minister or the Provincial Ministers.
- 15.5 The Superintendent will consult with the appropriate Local Trust Committee or the CRD, as applicable, before approving any development in the National Park Reserve, in order to take into account the impact of that development on adjacent landowners and British

Columbia will strongly recommend to the Local Trust Committees and the CRD that they consult with Canada before approving any development on land adjacent to the National Park Reserve in order to take into account the impact of that development on the National Park Reserve.

ARTICLE 16 - ENVIRONMENTAL IMPACT ASSESSMENT

- 16.1 Environmental assessments and reviews of proposed actions and developments in the National Park Reserve will be carried out in accordance with applicable federal legislation and policies and, without fettering the discretion of any provincial decision maker, British Columbia will apply provincial legislation and policies, as applicable, on land in proximity to the National Park Reserve.
- 16.2 In undertaking the environmental assessments and reviews referred to in section 16.1, the maintenance of the ecological integrity of the National Park Reserve will be a primary consideration.
- 16.3 Canada will maintain a public registry for each project assessed pursuant to applicable federal legislation and policies and will provide opportunities for local public involvement in accordance with such legislation and policies.

ARTICLE 17 - PARK ADVISORY BOARD

- 17.1 Not later than ninety days after signing this Agreement, a park advisory board will be established by the Parks Canada Agency.
- 17.2 The Board will consist of seven members appointed by the Chief Executive Officer as follows:
 - (a) from the Parks Canada Agency, two non-voting members, one of whom will be the Superintendent;
 - (b) from the CRD, one member who is an elected regional director and one alternate, recommended to the Chief Executive Officer by the CRD;
 - (c) from the Islands Trust Council (as defined in the *Islands Trust Act*), one member who is an elected trustee and one alternate, recommended to the Chief Executive Officer by that council; and
 - (d) from the public, three members chosen by the Chief Executive Officer who are recognized as having expertise in one or more of the following areas: conservation, education, land based recreation, water based recreation, tourism or cultural heritage.

- 17.3 Members of the Board will act impartially and in the public interest and will not act as representatives of the person or agency recommending or appointing them while participating as members of the Board.
- 17.4 The Board will provide advice and guidance to Canada through the following roles:
- (a) recommending the interim management guidelines for the National Park Reserve to the Chief Executive Officer and the management plan for the National Park Reserve to the Federal Minister for his approval;
 - (b) reviewing the annual business plan and providing advice with respect to that plan to the Superintendent; and
 - (c) providing advice on other current matters related to the planning, management and operation of the National Park Reserve that are of interest to the surrounding communities and the public.
- 17.5 In its deliberations and in making any recommendations, the Board will comply with all applicable laws and policies and will endeavour to meet the purpose of the National Park Reserve while taking into account the cultural landscape as well as historic community uses.
- 17.6 The Board will meet at least four times yearly, at the call of the chairperson and a quorum will be the Superintendent and three other members of the Board, one of whom must be a local trustee (as defined in the *Islands Trust Act*).
- 17.7 All Board meetings will be open to the public and members of the Board will determine such procedural matters as the election of the chairperson and the conduct and proceedings of the Board.
- 17.8 Each member of the Board who is not attending as a paid employee of an organization will be entitled to payment by Canada of travel expenses and a per diem honorarium as appropriate to attend meetings of the Board.
- 17.9 Canada will provide and pay the cost of secretarial services for the Board.
- 17.10 The Board will make every effort to make recommendations by consensus but, if necessary, the Board will decide by a simple majority.
- 17.11 Before making its final recommendations under subsection 17.4(a), the Board will make its draft recommendations, in writing, to the Field Unit Superintendent.
- 17.12 Where the Field Unit Superintendent advises the Board that he is not in agreement with the draft recommendations submitted by the Board, the Board may, at its discretion, submit its draft recommendations to the Chief Executive Officer.

- 17.13 The Chief Executive Officer will notify the Board, in writing, of his decision with respect to the draft recommendations submitted to him under section 17.12.

ARTICLE 18 - FEDERAL INVESTMENT IN THE NATIONAL PARK RESERVE

- 18.1 Canada will invest, over five years after the date of this Agreement, \$16,000,000.00 toward the development and operation of the National Park Reserve and its facilities, including the Discovery Centre.

ARTICLE 19 - PAYMENTS IN LIEU OF TAXES

- 19.1 After Canada accepts the transfer of the administration, control and benefit of the Provincial Land and the Provincial Protected Areas to it under section 7.6, Canada will extend to each eligible taxing authority the opportunity to make an application for a payment in lieu of taxes in accordance with the *Payments in Lieu of Taxes Act*.

ARTICLE 20 - INFRASTRUCTURE AND SERVICE ARRANGEMENTS ON ISLANDS

- 20.1 Not later than six months after Canada accepts the transfer of the administration, control and benefit of the Provincial Land and the Provincial Protected Areas to it under section 7.6, Canada will make arrangements with British Columbia and local governmental authorities on Mayne Island, North Pender Island, South Pender Island and Saturna Island to provide commensurate funding for fire protection and ambulance services for those islands insofar as the costs of such services are related to the National Park Reserve.
- 20.2 After Canada accepts the transfer of the administration, control and benefit of the Provincial Land and the Provincial Protected Areas to it under section 7.6, Canada will pay for its appropriate share of services, such as water, sewage disposal and garbage removal, for which provincial or local authorities charge service fees to other users and for which payments are not provided under the *Payments in Lieu of Taxes Act*.
- 20.3 After Canada accepts the transfer of the administration, control and benefit of the Provincial Land and the Provincial Protected Areas to it under section 7.6, if Canada wants to use services for the National Park Reserve, such as recycling, that are provided by volunteer organizations, Canada will enter into an agreement with such volunteer organizations to cover the costs of Canada's appropriate share of their services.
- 20.4 After Canada accepts the transfer of the administration, control and benefit of the Provincial Land and the Provincial Protected Areas to it under section 7.6, Canada will
- (a) identify and maintain a suitable helicopter landing site on Saturna Island for emergency and national park operational purposes; and

- (b) issue a permit to enable the CRD or other local organizations to utilize the community field that is within Winter Cove Marine Park (as described in item 5 of Annex K) in a manner consistent with existing terms and conditions of the park use permit issued to the CRD by British Columbia under the *Park Act* on June 16, 1999 (being park use permit SV991039).
- 20.5 Subject to any environmental assessment that is required under federal legislation at the time that the CRD makes a request for the supply of water from Roe Lake, Canada will enter into an agreement with the CRD for the supply of water from Roe Lake to a place on land adjacent to the National Park Reserve, in accordance with the plan set out in the *Preliminary Screening Report, September 2001, Roe Lake Water System, Gulf Islands National Park Reserve*.

ARTICLE 21 - EMPLOYMENT AND ECONOMIC OPPORTUNITIES

- 21.1 Subject to applicable federal employment legislation, policies and agreements, including those of the Parks Canada Agency, any agreement arising from the treaty process and the terms of any treaty that applies to the area of the National Park Reserve, qualified residents of the southern Gulf Islands area who meet or exceed the qualifications stipulated in any competition for positions in the National Park Reserve will be provided opportunities to compete for those positions filled by recruitment from outside the public service.
- 21.2 In fulfilling the objective of section 21.1, Canada will
- (a) set only those employment qualifications and skill requirements that are essential to the fulfilment of posted public service positions;
 - (b) develop training and retraining programs as necessary;
 - (c) ensure that employment opportunities are posted locally in the Parks Canada Agency office and any other locations in the southern Gulf Islands area that may be appropriate; and
 - (d) institute such practices as may be necessary to achieve regional demographic representation in accordance with federal employment equity legislation and policies.
- 21.3 Local persons will be given first consideration for the provision to Canada of contracted goods and services required for the management and operation of the National Park Reserve whenever they meet the required terms and conditions of any such contract and have the capacity, capability and expertise to provide the goods and services in a competitive manner.

- 21.4 The consideration in contracting referred to in section 21.3 will be subject to applicable federal agreements, contracting regulations, policies, guidelines and procedures, including any federal aboriginal procurement policy and any agreement arising from the treaty process and the terms of any treaty that applies to the area of the National Park Reserve.

ARTICLE 22 - VISITOR ACCESS AND USE

- 22.1 Subject to management planning for the National Park Reserve as outlined in Article 14, Canada will endeavour to maintain or may enhance, as appropriate, the recreational facilities and opportunities available in the Provincial Parks and the Provincial Protected Areas which exist when the Order in Council (Land) is made under section 7.2.
- 22.2 Park management planning as outlined in Article 14 will, in the case of,
- (a) the provincial parks described in Appendices K and L, include provision for low-impact visitor opportunities; and
 - (b) the ecological reserve described in item 6 of Annex K, include provision for the continued study of Douglas fir forest succession.
- 22.3 Fees imposed under the Park and Recreation Area Regulation made under the *Park Act* which relate to the Provincial Parks and the Provincial Protected Areas will remain in effect after the transfer of the administration, control and benefit of that land is accepted by Canada under section 7.6 until the park management planning process is completed and will not be increased until Canada undertakes a public consultation process or British Columbia increases similar fees imposed under the Park and Recreation Area Regulation made under the *Park Act*.
- 22.4 Visitor use fees for new services will not be introduced until the park management planning process is completed and those visitor use fees, once introduced, will not be increased and new fees will not be introduced until Canada undertakes a public consultation process.

ARTICLE 23 - ISLAND ROADWAYS

- 23.1 The Parties acknowledge that Canada has no responsibility to maintain, repair or reconstruct any Public Highway in the National Park Reserve or to administer any road permit issued by the Ministry of Transportation with respect to that Public Highway.
- 23.2 After Canada accepts the transfer of the administration, control and benefit of the Provincial Land and the Provincial Protected Areas to it under section 7.6, the Parks Canada Agency will enter into an agreement with the Ministry of Transportation concerning the management of the Public Highways in the National Park Reserve which

will, subject to negotiation between those parties, include the following:

- (a) road standards will be at least equivalent to those of other Public Highways located on Mayne Island, North Pender Island, South Pender Island and Saturna Island, as applicable, that have the same provincial road classification as the Public Highway in the National Park Reserve;
- (b) standards for constructed drainage and road stabilization works, including culverts and roadside ditches and slopes, will be at least equivalent to those of other Public Highways located on Mayne Island, North Pender Island, South Pender Island and Saturna Island, as applicable, that have the same provincial road classification as the Public Highway in the National Park Reserve, but may require upgrading for reasons related to the maintenance or restoration of ecological integrity;
- (c) vegetation control measures along Public Highways in the National Park Reserve will maintain clear sight-lines and road-side margins necessary for vehicle traffic and pedestrian safety and for installed utility lines and will be undertaken without the use of chemical herbicides;
- (d) posted speed limits on the Public Highways in the National Park Reserve will not exceed those posted on Public Highways immediately outside the National Park Reserve;
- (e) all signs erected on Public Highways in the National Park Reserve will be in accordance with national program identity standards established by the Parks Canada Agency;
- (f) the placement, by the Ministry of Transportation at the request of the Parks Canada Agency, of directional and information signs that are in accordance with national program identity standards established by the Parks Canada Agency at locations such as ferry wharves and along Public Highways leading to the National Park Reserve, in order to facilitate visitation to the National Park Reserve; and
- (g) the closure of Public Highways on land acquired by Canada under subsection 6.4(a) and section 6.5.

23.3 Canada will pay all reasonable incremental costs that may result from the application of the principles identified in subsections 23.2(a) to and including 23.2(f) and the responsibility for any other costs associated with the agreement referred to in section 23.2 will be identified in that agreement.

23.4 Canada will permit existing rights of access to private properties and to the holders of the Warburton Pike Tenures over park roads in the National Park Reserve to continue and Canada will impose no fees with respect to such private access.

- 23.5 Canada will not change the use of any road in the National Park Reserve that does not constitute a Public Highway and is administered by the Parks Canada Agency as a park road unless, after public consultations during the park management planning process, it is determined that there will be a change in the use of such park road.

ARTICLE 24 - FERRIES

- 24.1 Canada will take on no responsibility for ferry service provided by British Columbia Ferry Services Inc. (Inc. No. 0667014).
- 24.2 Canada will invite British Columbia Ferry Services Inc. to collaborate in providing information to the public on the features, services and facilities of the National Park Reserve at its ferry terminals and on its vessels.

ARTICLE 25 - COLLABORATIVE OPPORTUNITIES BETWEEN PARKS CANADA AGENCY AND BC PARKS

- 25.1 The Parties may foster collaborative opportunities in matters such as heritage presentation and, subject to applicable federal and provincial legislation and policies, staff career development.
- 25.2 Canada will provide to BC Parks office, storage and dock space sufficient for a covered dock at the Parks Canada Agency office in Sidney, British Columbia.
- 25.3 Canada and British Columbia will share the use of their vessels in the southern Gulf Islands area, as appropriate.

ARTICLE 26 - COMMUNICATIONS

- 26.1 All public communication of joint activities related to this Agreement, including the signing of this Agreement, will be planned, approved and made jointly by the Parties.

ARTICLE 27 - DISPUTE RESOLUTION

- 27.1 In the event a dispute arises under this Agreement, the matter in dispute will be referred to the Chief Executive Officer and the Deputy Minister of the Ministry of Water, Land and Air Protection for resolution and if the matter in dispute cannot be resolved by them it will be referred to the Federal Minister and the Provincial Minister (Parks) for resolution.
- 27.2 If the Federal Minister and the Provincial Minister (Parks) cannot resolve a matter referred to them for resolution under section 27.1, they may refer it to a mutually agreed

form of alternative dispute resolution.

- 27.3 Any dispute between Canada and British Columbia or any question of law or fact arising out of this Agreement that is to be submitted to a court will be submitted to and determined by the Federal Court of Canada pursuant to the *Federal Court Act*, R.S.C.1985, c. F-7.

ARTICLE 28 - INTERPRETATION

- 28.1 This Agreement will be governed by and be construed in accordance with the laws of British Columbia.
- 28.2 Wherever the singular or the masculine is used in this Agreement it will be construed as the plural or feminine or neuter, as the case may be and vice versa where the context or parties so require.
- 28.3 The captions and headings contained in this Agreement are for convenience only and do not define or limit the scope or intent of this Agreement.
- 28.4 Where there is a reference to an enactment of British Columbia or Canada in this Agreement, that reference will include a reference to any prior or subsequent enactment of British Columbia or Canada, as applicable.
- 28.5 If any section of this Agreement or any part of a section is found to be illegal or unenforceable, that part or section, as the case may be, will be considered separate and severable and the remaining parts or sections, as the case may be, will not be affected and will be enforceable to the fullest extent permitted by law.
- 28.6 All dollar amounts expressed in this Agreement refer to lawful currency of Canada.
- 28.7 Each party will, upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, documents, instruments and assurances whatever for the better or more perfect and absolute performance of the terms and conditions of this Agreement.
- 28.8 In the event of any inconsistency between the English and French versions of this Agreement, the English version will be the authoritative version.

ARTICLE 29 - MISCELLANEOUS

- 29.1 Time is of the essence of this Agreement.
- 29.2 All notices, documents or communications required or permitted to be given under this Agreement must be in writing and will be deemed to be given on the first business date of

the recipient following delivery by hand or facsimile to the party to whom it is to be given as follows:

to British Columbia

Ministry of Sustainable Resource Management
3rd Floor, 780 Blanshard Street
PO Box 9352, Stn Prov Govt
Victoria, British Columbia
V8W 9M1
Attention: Deputy Minister

Facsimile Number: (250) 387-3291

and to

Ministry of Water, Land and Air Protection
5th Floor, 2975 Jutland Road
PO Box 9339, Stn Prov Govt
Victoria, British Columbia
V8W 9M1
Attention: Deputy Minister

Facsimile Number: (250) 387-6003

to Canada

Parks Canada Agency
Room 552, 220 Fourth Avenue, S.E.
Calgary, Alberta
T2P 3H8
Attention: Director General, Western and Northern Canada

Facsimile Number: (403) 292-8868.

- 29.3 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and may not be modified except by subsequent agreement in writing.
- 29.4 No term, condition, covenant or other provision of this Agreement will be considered to be waived by a party unless such waiver is expressed in writing by the party. The waiver by a party of any breach by the other party of any term, condition, covenant or other provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant or other provision and the consent or approval of a party to any act by the other party requiring the consent or approval of the party will not be considered to waive or render unnecessary such consents

or approvals to any subsequent same or similar act by the other party.

- 29.5 This Agreement is binding upon and enures to the benefit of the Parties and their successors.
- 29.6 The appendices to this Agreement form part of this Agreement.
- 29.7 Despite any other provision of this Agreement, all monetary obligations of Canada under this Agreement will be subject to the necessary appropriations required to meet such obligations being made available by the Parliament of Canada and all obligations of British Columbia under this Agreement will be subject to the *Financial Administration Act*, R.S.B.C. 1996, c. 138.
- 29.8 No former public office holder of Canada who is not in compliance with Canada's "Conflict of Interest and Post-Employment Code for the Public Service" may derive a direct benefit from this Agreement.
- 29.9 No member of the House of Commons or Senate of Canada or the Legislative Assembly of British Columbia may be admitted to any share or part of any contract, agreement or commission made pursuant to this Agreement or to any benefit arising from this Agreement.
- 29.10 Nothing in this Agreement is to be construed as authorizing one party to incur any obligation on behalf of the other or to act as agent for the other, except under section 11.2.
- 29.11 After signing this Agreement,
- (a) British Columbia will indemnify and save harmless Canada against all losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
 - (i) any breach, violation or nonperformance by British Columbia of any covenant, condition or agreement in this Agreement, and
 - (ii) any personal injury, death or property damage occurring or happening on or off the PMHL Land (Canada), the Provincial Land and the Provincial Protected Areas, by virtue of British Columbia's use or management of that land; and
 - (b) Canada will indemnify and save harmless British Columbia against all losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
 - (i) any breach, violation or nonperformance by Canada of any covenant, condition or agreement in this Agreement, and

- (ii) any personal injury, death or property damage occurring or happening on or off the PMHL Land (Canada), the Provincial Land and the Provincial Protected Areas, by virtue of Canada's use or management of that land.

THIS AGREEMENT IS SIGNED by the Parties in Victoria, British Columbia on May 9, 2003.

FOR CANADA:

Honourable Sheila Copps
Minister of Canadian Heritage
in the presence of

HONOURABLE SHEILA COPPS

WITNESS

FOR BRITISH COLUMBIA:

Honourable Stan Hagen
Minister of Sustainable Resource Management
in the presence of

HONOURABLE STAN HAGEN

WITNESS

Honourable Joyce Murray
Minister of Water, Land and Air Protection
in the presence of

HONOURABLE JOYCE MURRAY

WITNESS