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## MEMORANDUM OF UNDERSTANDING

Dated for reference MAY 15, 2025.

### BETWEEN:

**SṠÁUTW (Tsawout) FIRST NATION**, having an administrative office at  
7728 Tetayut Road, Saanichton, British Columbia, V8M 2E4

("SṠÁUTW")

### AND:

**CAPITAL REGIONAL DISTRICT**, having an administrative office at 625  
Fisgard Street, Victoria, British Columbia, V8W 1R7

("CRD")

(collectively, the "Parties")

### WHEREAS:

- A. The Parties have ongoing dialogue about the development of a respectful relationship between CRD and SṠÁUTW;
- B. The CRD recognizes that the *United Nations Declaration on the Rights of Indigenous Peoples* provides a framework for reconciliation, and commits to upholding the Truth and Reconciliation Calls to Action;
- C. The Parties recognize that the jurisdiction of local government may be affected by agreements that SṠÁUTW enters with the provincial or federal governments related to land, resource and economic development;
- D. The CRD is a regional district under the *Local Government Act*, RSBC 2015, c.1 of British Columbia having jurisdiction in respect of matters delegated to it by the Province of British Columbia;
- E. SṠÁUTW is a First Nation government as described in the *Tsawout First Nation Land Code* and has treaty rights, as defined in the North Saanich [Douglas] Treaty, Aboriginal and inherent rights, customs, and traditions, including the inherent right to self-government

reinforced through Section 35 of the *Constitution Act, 1982* and Articles 3, 20, 23, 29 and 32 of the *United Nations Declaration on the Rights of Indigenous Peoples*;

- F. SᑭÁUTW has jurisdiction and authority over SᑭÁUTW lands, waters, resources, and interests through unextinguished Aboriginal title to SᑭÁUTW territory;
- G. The CRD respects SᑭÁUTW inherent rights, jurisdiction, and law-making authority;
- H. The Parties recognize that there shall be mutual respect for each jurisdiction, the importance of cooperative approaches to matters of mutual interest, and the need for the CRD to consult with SᑭÁUTW on actions that directly, or indirectly, affect SᑭÁUTW's interests;
- I. The Parties share a mutual objective of advancing lasting and meaningful reconciliation;
- J. The Parties are entering into this Memorandum of Understanding ("MOU") to further the development of a meaningful relationship and set out operational commitments; and
- K. The Parties intend this MOU to reflect the continued commitment of the Parties to sincere and honest engagement on a range of initiatives including, but not limited to, those set out within this MOU.

**THEREFORE** SᑭÁUTW and CRD agree as follows:

**1. Priority Topics for Collaboration**

The Parties commit to collaborating on the following priority topics:

- (a) fostering a respectful relationship;
- (b) heritage conservation;
- (c) reclaiming SENĆOŦEN placenames;
- (d) parks, protected areas, and trails;
- (e) consultation;
- (f) docks and foreshore stewardship;
- (g) storm water and source control water monitoring and management;
- (h) land use strategies, management, and decision-making;
- (i) environmental protection and restoration;
- (j) land acquisition and disposition;
- (k) equipment and resources;

- (l) water supply and sewage treatment infrastructure;
  - (m) economic development and employment;
  - (n) contribution sharing; and
  - (o) any other topics identified and agreed to by the Parties.
- (the “**Priority Topics**”).

## 2. Process for Collaborating on Priority Topics

- (a) CRD and Sᑭᐱᕐᕈᕐᕋᐅ staff will collaboratively develop a workplan to address the Priority Topics (the "Workplan"). The Parties will review and approve the Workplan annually at their regular bi-lateral meetings.
- (b) The Parties recognize that not all Priority Topics will be addressed concurrently. Priority Topics will be prioritized as part of the negotiation of the Workplan.
- (c) CRD and Sᑭᐱᕐᕈᕐᕋᐅ leadership and staff are committed to holding ongoing regularly scheduled meetings and to review progress on the Priority Topics.
- (d) The Parties agree to annual meetings between the leadership and elected representatives of Sᑭᐱᕐᕈᕐᕋᐅ and the CRD at least once per year to assess progress. Staff-level meetings will occur quarterly. Additional topic-specific meetings may be held, as required.
- (e) The Parties will each assign representatives for discussions on each Priority Topic. The Parties may involve other parties in the discussions, with prior notice to the other Party.
- (f) The Parties may establish a working group or working groups for one or more Priority Topic, composed of designates of Sᑭᐱᕐᕈᕐᕋᐅ, and staff from CRD First Nations Relations, Regional Parks, Integrated Water Services, Regional and Strategic Planning, and other divisions, as required.
- (g) The Parties acknowledge that the participation of the Government of British Columbia may be required on some topics.
- (h) Leadership meetings will take place at the Sᑭᐱᕐᕈᕐᕋᐅ First Nation office unless another location or meeting platform is agreed upon. Staff meetings will take place at the CRD Fisgard Street office, Sᑭᐱᕐᕈᕐᕋᐅ office, or other locations or meeting platforms as agreed upon.
- (i) The Parties acknowledge the importance of flexibility for the CRD and Sᑭᐱᕐᕈᕐᕋᐅ to identify and represent their interests in a way that each Party considers appropriate to their local circumstances.

**3. Principles for the Relationship**

- (a) CRD acknowledges SᑭÁUTW 's right to self-determination and the development of SᑭÁUTW laws and protocols. CRD is committed to learning, discussing, and collaborating on SᑭÁUTW 's laws and policies.
- (b) The Parties will guide their discussions by the principles of open communication and mutual respect. The Parties will take a constructive approach to addressing differences and seeking pathways to reconciliation.
- (c) The Parties will endeavour to foster positive working relationships built on the values of honesty and respect.
- (d) The Parties will undertake reconciliation initiatives at the grassroots level.
- (e) CRD will recognize the cultural heritage and practices of SᑭÁUTW and incorporate cultural considerations into its decision-making and operations.
- (f) The Parties will work on long-term sustainability and stewardship for the benefit of future generations, integrating both environmental considerations and community well-being.
- (g) The Parties will be flexible and adaptable to changing circumstances and new information, allowing for adjustments to the Workplan as needed.
- (h) CRD will share knowledge, resources, and expertise to support the continued development of SᑭÁUTW 's capacity, as determined in collaboration with SᑭÁUTW.

**4. Confidentiality and Communication**

- (a) The Parties acknowledge that the relationship requires open and transparent communications.
- (b) If a Party indicates that information is confidential, the other Party will, acting reasonably, accept and hold such information in confidence to the extent permitted by law.
- (c) Each Party acknowledges that information it provides to the other Party in the course of activities contemplated by this MOU may be subject to the *Freedom of Information and Protection of Privacy Act*, RSBC 1996, c. 165 ("FIPPA"). The Parties acknowledge that decisions made by the CRD under FIPPA are subject to review by British Columbia's Information and Privacy Commissioner, and further to the courts of British Columbia.
- (d) Where one Party receives a request to disclose information pursuant to this MOU, information exchanged in connection with this MOU, or activities carried out pursuant to this MOU, that Party will refer the disclosure request to the other Party for consultation and will provide reasonable advance opportunity for the other Party

to oppose the requested disclosure of any confidential or sensitive information. The Parties acknowledge that consultation regarding records is subject to the time limits for response established in FIPPA.

- (e) The Parties will exchange information in support of the Priority Topics in a timely manner according to the information sharing principles of this MOU.
- (f) The Parties will define and share their interests, initiatives, and other relevant information to further foster collaborative relationships, actively partnering to constructively resolve issues.
- (g) CRD will notify SᑭÁUTW when negotiating agreements with other First Nations in areas of shared territory, and will share final agreements, subject to confidentiality constraints.
- (h) The CRD will share this MOU with CRD divisions to build awareness of the evolving relationship between CRD and SᑭÁUTW.

#### **5. Funding & Resources**

- (a) The CRD will contribute \$25,000 annually to SᑭÁUTW to support the implementation of this MOU, subject to yearly approval by the CRD's Board of Directors.
- (b) Additional funding and resources may be available, on a Priority Topic-specific basis, subject to yearly approval by the CRD's Board of Directors.
- (c) CRD may consider increased levels of funding in the future, as requested by SᑭÁUTW based upon SᑭÁUTW's future needs, and subject to yearly approval by the CRD's Board of Directors.

#### **6. Effect of MOU**

- (a) Nothing in this MOU precludes the CRD from concurrently engaging with other First Nations.
- (b) This MOU is not intended to create legally binding obligations or affect the rights, interests, duties, or obligations of any party. Without limiting the foregoing, this MOU does not fetter the discretion or actions of the Council of SᑭÁUTW or the Board of the CRD in exercising any statutory power, including the exercise of any power under the *Indian Act*, RSC, 1985, c. I-5, the *Framework Agreement on First Nation Land Management Act*, SC 2022, c. 19 s. 121, the *Local Government Act* RSBC 2015, c. 1, or the *Community Charter*, SBC 2003, c. 26.

#### **7. Term and Regular Review**

- (a) This MOU will continue until terminated by either Party by giving 90 days notice in writing.

- (b) The Parties agree to review this MOU annually at their regular bi-lateral leadership meetings to discuss how the MOU is operating and whether the Parties need to consider any amendments to the MOU.

IN WITNESS WHEREOF the Parties execute this MOU on MAY 15, 2025.

**S7ÁUTW (Tsawout) FIRST NATION**

Per:

  
Chief Abraham Pelkey

**CAPITAL REGIONAL DISTRICT**

Per:

  
Cliff McNeil-Smith, Chair, CRD Board