

MEMORANDUM OF UNDERSTANDING

BETWEEN:

Municipality of North Cowichan

(hereinafter referred to as “**North Cowichan**”)

AND:

Cowichan Nation as comprised of Cowichan Tribes, Halalt First Nation, Stz’uminus First Nation, Penelakut Tribe and Lyackson First Nation

(hereinafter referred to as the “**Cowichan Nation**”)

(together, the “**Parties**”)

WHEREAS:

- A. North Cowichan and the Cowichan Nation wish to build a relationship based on trust, mutual support, open communication, fair dealing, and mutual respect.
- B. North Cowichan is a district municipality created, continued, and operated under the provisions of the *Community Charter (British Columbia)* and the *Local Government Act (British Columbia)*.
- C. North Cowichan has the legislative authority and responsibility to foster the economic, social and environmental well-being of its community and to provide for the stewardship of the public assets of its community.
- D. North Cowichan owns various lands, known as the Municipal Forest Reserve, and manages forestry operations and other business activities, and other recreational and public activities, on those lands for the benefit of the community.
- E. North Cowichan has commenced a process of consultation to seek public input in relation to the stewardship and use of the Municipal Forest Reserve for the benefit of the community.
- F. North Cowichan has commenced a specific process for engaging in discussions with the local *Indian Act* Bands to seek input in relation to the stewardship and use of the Municipal Forest Reserve for the benefit of the community.
- G. North Cowichan intends to resume and continue, alongside its discussions with the local *Indian Act* Bands, its process of consultation to seek public input in relation to the stewardship and use of the Municipal Forest Reserve for the benefit of the community.
- H. The Cowichan Nation is a federation of *Indian Act* Bands who collectively assert aboriginal title and rights over lands encompassing the regions of Cowichan Lake, the Cowichan, Chemainus and Koksilah River watersheds, the regions of Maple Bay, Shawnigan Lake, the Gulf Islands, as well as areas on the mainland, particularly the region of the southern arm of the Fraser River.

- I. The Municipal Forest Reserve is within the lands over which the Cowichan Nation asserts aboriginal title and rights.
- J. Nothing in this MOU limits North Cowichan's ability to exercise its rights, powers, duties or obligations in the performance of its functions under the *Community Charter* or the *Local Government Act*, as amended or replaced, or any other statute conferring jurisdiction on North Cowichan. Nothing in this MOU limits or fetters North Cowichan's ability to exercise its discretion pursuant to any bylaw, agreement, or legislation.
- K. The Parties acknowledge the United Nations Declaration of the Rights of Indigenous Peoples and the Province's commitment to the implementation of the Declaration through the enactment of the *Declaration of the Rights of Indigenous Peoples Act*.
- L. This MOU does not 1) abrogate, acknowledge or deny the existence of the aboriginal title and rights of the Cowichan Nation nor its assertion of jurisdiction and authority over the protection and management of its traditional territory; or 2) limit positions taken by the Cowichan Nation's communities in treaty negotiations or any legal or administrative proceedings.

NOW THEREFORE, the Parties agree as follows:

1. Definitions

- i. **"MOU"** means this Memorandum of Understanding, and any and all schedules, appendices, amendments made to it;
- ii. **"Principals"** means, for North Cowichan the Mayor and Council, and for the Nation, the Chief of each respective community, or their respective designates as they may each determine; and
- iii. **"Working Group"** means the group established under section 2 of the MOU.

2. Purpose

The purpose of this MOU is for the Parties to establish a Working Group for North Cowichan and the Cowichan Nation to exchange information in relation to the stewardship and use of the Municipal Forest Reserve for the benefit of the community.

3. Working Group

The Parties recognize that proactive communication is essential to maintaining a positive working relationship and to implementing the purpose of this MOU.

- i. Upon signing this MOU, the Parties agree to establish a Working Group to ensure efficient and effective communication between the Parties.
- ii. The Working Group will be comprised of no more than 12 staff members; North Cowichan will appoint at least 1 and no more than 6 staff members and the Cowichan Nation will appoint at least 1 and no more than 6 staff members. The Parties may appoint or replace members to the Working Group from time to time. The Parties may invite additional persons to meetings of the Working Group where such persons may assist the deliberations of the Working Group.

- iii. The Working Group will meet at least monthly, and will hold its first meeting within 14 days upon the signing of this MOU.
- iv. The task of coordinating the meetings including invitations, facilitation, note-taking and communications between meetings shall be handled by North Cowichan in collaboration with Cowichan Nation, and costs will be covered by North Cowichan.
- v. With respect to North Cowichan's process of consultation to seek public input in relation to the stewardship and use of the Municipal Forest Reserve for the benefit of the community, North Cowichan will, through its representatives on the Working Group, from time to time update the Working Group on the status and outcomes of the public consultation process.
- vi. The Working Group will prepare a report summarizing the information exchanged at its meetings in relation to the stewardship and use of the Municipal Forest Reserve for the benefit of the community, and setting out areas of concern arising from that information, for review and discussion by the Principals in government-to-government meetings, to occur at least four times a year.
- vii. Where there is consensus among Working Group members on recommendations on how an area of concern can be resolved, the Working Group will include in the report those recommendations for consideration by the Principals in their government-to-government meetings

4. Mutual Commitments

- i. The Parties agree to work together in a cooperative, diligent and timely manner to investigate and pursue discussions relating to the establishment of processes and procedures.
- ii. The Parties further agree to devote a reasonable amount of time and resources to carry out the terms of this MOU and will do so in good faith.
- iii. The Parties further agree to review any concerns raised and not resolved by the Working Group as a demonstration that both Parties are committed to resolving matters together in good faith.

5. General

- i. Any notices or communications given pursuant to this MOU will be in writing and will be delivered to or sent by email, addressed as follows:

Ted Swabey
 Chief Administrative Officer
 District of North Cowichan
 7030 Trans Canada Hwy
 Duncan BC V9L 6A1

Eamon Gaunt
 Treaty Analyst
 Cowichan Tribes
 5760 Allenby Rd
 Duncan BC V9L 5J1

ted.swabey@northcowichan.ca

eamon.gaunt@cowichantribes.com

- ii. This MOU is an expression of the Parties' intent to work together in a mutually respectful manner.


- iii. This MOU is not intended to have any legally binding effect. This MOU does not create any legally enforceable rights or obligations of either of the Parties. This MOU does not constitute nor will it be deemed to constitute the creation, recognition, affirmation, denial or amendment of any rights or obligations of either of the Parties.
- iv. This MOU may not be assigned by either Party, without the express written consent of the other Party.
- v. This MOU becomes effective upon signing by North Cowichan, subject to the passing of a resolution of North Cowichan Council authorizing North Cowichan's signatories to sign this MOU, and the five Chiefs of the Cowichan Nation providing duly authorized and executed band council resolutions authorizing the Cowichan Nation's signatory hereto to sign this MOU for, and on behalf of, the Nation and its members.
- vi. This MOU may be terminated by either Party at any time for any reason whatsoever by providing 14 days' notice of termination.

6. Communications

- i. All communications at the Working Group meetings, including any written materials which are produced for the purposes of a meeting or are otherwise created at the request of Principals, are to remain confidential, with the exception that any communications subject to the *Freedom of Information and Protection of Privacy Act (British Columbia)* must be disclosed by North Cowichan in response to a request for information made under that Act.
- ii. The Parties agree that any information which is otherwise confidential pursuant to 6(i) will only be released to the public upon written agreement by the Parties and will only be released jointly in a manner which is agreed to by both Parties.
- iii. The Parties intend that any public acknowledgement of Working Group activities shall be jointly developed and approved by North Cowichan and the Cowichan Nation and any communications materials, including online/internet-based materials, shall be jointly developed and approved by North Cowichan and the Cowichan Nation.

IN WITNESS WHEREOF, the Parties have been authorized by their respective Councils to sign this MOU on the 17th day of August, 2021

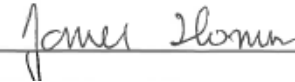
MUNICIPALITY OF NORTH COWICHAN

By:  _____
 Mayor
 Corporation of the District of North Cowichan

COWICHAN NATION

By: 

Acting Chief
Cowichan Tribes

By: 

Chief
Halalt First Nation

By: 

Chief
Lyackson First Nation

By: 

Chief
Penelakut First Nation

By: 

Chief
Stz'uminus First Nation