



Making a difference...together



TSEYECUM FIRST NATION

MEMORANDUM OF UNDERSTANDING

Dated for reference MARCH 24, 2025

BETWEEN:

WJOLELP (Tsartlip First Nation) and WSIKEM (Tseycum First Nation) via the WSÁNEĆ LEADERSHIP COUNCIL SOCIETY, a unified, legal governing body working to promote the interests of WJOLELP (Tsartlip First Nation) and WSIKEM (Tseycum First Nation), as represented by the WSÁNEĆ Leadership Council Society Board of Directors with offices at 800b, Stelly's Cross Road, Saanichton, BC, V8M 1J4

(the "WLC")

AND:

The Capital Regional District, a Regional District in the Province of British Columbia, as represented by its Board of Directors, having an administrative office at 625 Fisgard Street, Victoria, British Columbia, V8W 1R7

(the "CRD")

(Collectively "the Parties")

WHEREAS:

- A. The WSÁNEĆ Leadership Council Society's guiding principles are grounded in the WSÁNEĆ natural laws and beliefs passed down by WSÁNEĆ ancestors.
- B. The CRD is a regional district under the Local Government Act of British Columbia having jurisdiction in respect of matters delegated to it by the Province of British Columbia.
- C. British Columbia has enacted the *Declaration on the Rights of Indigenous Peoples Act*, and the 2018 MOU between Union of BC Municipalities (UBCM) and the Ministry of Indigenous Relations and Reconciliation (MIRR) affirms the role of local governments in fostering relationships built on honesty, respect and undertaking reconciliation at the community level.
- D. The CRD commits to upholding the spirit and aspirations of UNDRIP, including the goal of seeking consent, in a manner that does not fetter the CRD Board decision-making authority as delegated to it by the Province of British Columbia.

- E. The WLC, acting in the interests of WJOLELP (Tsartlip First Nation) and WSIKEM (Tseycum First Nation), and the CRD wish to explore new ways to support an ongoing, positive, co-operative and mutually respectful government-to-government relationship, based on respect (ÁTOL¹), co-operation (ĆAINEUEL²), and partnership (HIWESTEL³).
- F. For WSÁNEĆ, the concepts of EN ŚWIST E TFEN S, HELI⁴, SKÁLS⁵, ĆELÁÑEN⁶, WSÁNEĆ, EŁ⁷, and NEHIMET⁸ form an integral part of these discussions. The CRD commits to working with WSÁNEĆ to understand these concepts and discuss how they will be reflected in future agreement(s).

TERMS OF REFERENCE

1. This Memorandum of Understanding represents a commitment by the WLC and the CRD to collaboratively develop and implement a workplan to address the Priority Topics listed below.
2. The Parties commit to collaborating on the following Priority Topics:
 - a. Governance
 - b. Economic & Employment Opportunities
 - c. Protection of Ancestral Sites
 - d. Solid Waste Management
 - e. Regional Parks
 - f. Electoral Area Community Parks
 - g. Environmental Protection
 - h. Land Acquisition
 - i. Art, Place Names & Public Education
 - j. Harvesting Opportunities
 - k. Cultural Learning Opportunities for CRD Board & Staff
 - l. Any other topics identified and agreed to by the Parties.
3. The Parties acknowledge that certain Priority Topics may extend beyond the jurisdiction of the CRD and might require joint advocacy to the province.
4. The Parties acknowledge there may be a need to clarify protocols for CRD communication and consultation with WLC's member Nations on some topics.

¹ "Mutual respect for the rights of others (with life)." The WSÁNEĆ concept of ÁTOL extends to all life, including water.

² "Working together."

³ "To honour one another."

⁴ "Where you can paddle to within your life." This concept is used to represent WSÁNEĆ territory.

⁵ "Belief or law." The English concepts of "belief" and "law" are interchangeable in SENĆOŦEN.

⁶ "Ancestor; tradition; heritage; birthright; speeches; history; what has been handed down through generations; and, something that belongs here."

⁷ "Of the WSÁNEĆ People; or, of the WSÁNEĆ Lands." This term refers to the ways of the WSÁNEĆ people.

⁸ "Ancestral, family name, birthright name." The ancestral names that establish WSÁNEĆ peoples' responsibilities to the land and water.



PROCESS FOR COLLABORATING ON PRIORITY TOPICS

5. CRD and WLC staff will collaboratively develop a work plan to address the Priority Topics. The Parties will review, if necessary, amend, and approve the work plan annually at their regular bi-lateral meetings.
6. The Parties recognize that not all Priority Topics will be addressed concurrently. A prioritization will be negotiated as part of the workplan.
7. CRD and WLC leadership and staff are committed to holding ongoing regularly scheduled meetings and to review progress on the Priority Topics.
8. Discussions will be guided by principles of open communication, mutual respect, and a constructive approach to addressing differences and seeking pathways to respectful government-to-government relationship.
9. The Parties will each assign representatives for the workplan discussions. The Parties may involve other persons in the discussions, with prior notice to the other Party.
10. For specific Priority Topics, the Parties may establish a working group or working groups composed of designates of WLC, and staff from CRD First Nations Relations, SSI and SGI Local Area Services, Regional Parks, Environmental Resource Management, Environmental Protection, and other divisions, as required.
11. Where the Parties agree, the workplan can include the development of a Terms of Reference for the negotiation of a partnership agreement as related to a specific Priority Topic.
12. The Parties agree to annual government-to-government meetings (leadership & elected representatives) once per year to assess progress, and monthly staff-level meetings. Additional topic- specific meetings may be held, as required.

FUNDING & RESOURCES

13. The CRD will contribute \$50,000 annually to the WLC to support the implementation of this MOU, subject to yearly approval by the CRD's Board of Directors. This funding is calculated based on \$25,000 annually to each member First Nation and will need to be readjusted should WLC membership change.
14. Additional funding and resources may be available, on a priority topic-specific basis, subject to yearly approval by the CRD's Board of Directors.

OTHER

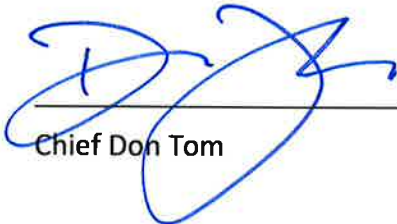
15. Parties will review the terms on an annual basis.



16. This Letter is not legally binding and does not create, amend, define, affirm, recognize, deny, abrogate, or derogate from any legally enforceable rights, including but not limited to any Treaty rights or Aboriginal rights, including title, which are recognized and affirmed by section 35 (1) of the *Constitution Act, 1982*.
17. For greater certainty, this Letter is not intended to constitute a treaty or land claims agreement within the meaning of Sections 25 and 35 of the *Constitution Act, 1982*.
18. This Letter, the negotiations conducted pursuant to this Letter, and all related documents are confidential unless the Parties otherwise agree in writing.
19. This Letter, the negotiations conducted pursuant to this Letter, and all related documents, are without prejudice to the positions of the Parties in any proceedings before a court or other forum and shall not be construed as admissions of fact or liability.

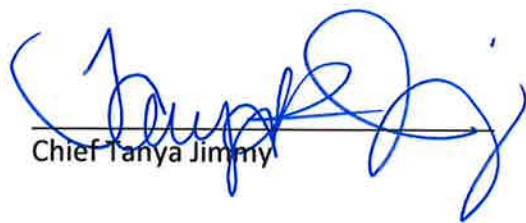
The Parties hereby execute this Letter as of the date first written above.

On behalf of the **Tsartlip First Nation**



Chief Don Tom

On behalf of the **Tseycum First Nation**



Chief Tanya Jimmy

On behalf of the **Capital Regional District**



CRD Board Chair