



MEMORANDUM OF UNDERSTANDING

Dated for reference MARCH 31, 2025.

BETWEEN:

x^wsepsum (Esquimalt) NATION, at 1189 Kosapsum Crescent,
Victoria, British Columbia, V9A 7K7.

("x^wsepsum")

AND:

CAPITAL REGIONAL DISTRICT, at 635 Fisgard Street, Victoria, British
Columbia, V8W 1R7.

("CRD")

(collectively, the "**Parties**")

WHEREAS:

- A. The Parties are interested in working collaboratively and developing reciprocal intergovernmental relations;
- B. The Parties have ongoing dialogue about the development of a government-to-government relationship between the CRD and x^wsepsum;
- C. The CRD is a regional district under the *Local Government Act*, RSBC 2015, Chapter 1 of British Columbia having jurisdiction in respect of matters delegated to it by the Province of British Columbia;
- D. x^wsepsum is a First Nation having occupied and sustained itself on the lands and waters of its territories, in what is now the region of the CRD, since time immemorial;
- E. The Parties share a mutual objective of advancing reconciliation; and
- F. The Parties are entering into this Memorandum of Understanding ("MOU") to further the development of their government-to-government relationship and set out the operational commitments on priorities areas.

THEREFORE x^wsepsum and the CRD agree as follows:

1. Priority Topics for Collaboration

The Parties commit to collaborating on the following priority topics:

- (a) government-to-government relationship;
- (b) archaeology and heritage conservation;
- (c) water & wastewater servicing;
- (d) E&N Rail corridor and regional trail; and
- (e) other subjects that the Parties from time to time agree are of mutual interest or concern.

(the "Priority Topics")

2. Process for Collaborating on Priority Topics

- (a) CRD and x^wsepsum staff will collaboratively develop a workplan to address the Priority Topics. The Parties will review and approve the workplan annually at their regular bi-lateral meetings.
- (b) CRD and x^wsepsum leadership and staff are committed to holding ongoing regularly scheduled meetings and to review progress on the Priority Topics.
- (c) To assess progress, the Parties agree to:
 - (i) regular government-to-government meetings, as determined by the Parties, with leadership & elected representatives;
 - (ii) quarterly staff-level meetings;
 - (iii) additional topic-specific meetings, as required.
- (d) The Parties will each assign representatives for discussions on each Priority Topic. The Parties may involve other persons in the discussions, with prior notice to the other Party.
- (e) The Parties may establish a working group or working groups for one or more Priority Topics, composed of designates of x^wsepsum, and staff from CRD First Nations Relations, Regional Parks, Integrated Water Services, Regional and Strategic Planning, and other divisions, as required.
- (f) The Parties acknowledge that the participation of the Government of British Columbia may be required on some topics.
- (g) Leadership meetings will take place at the x^wsepsum administrative office unless another location or meeting platform is agreed upon. Staff meetings will take place at the CRD administrative office, x^wsepsum administrative office, or other locations or meeting platforms as agreed upon.

3. Principles for the Government-to-Government Relationship

- (a) The Parties will guide discussions by the principles of open communication, mutual respect, and a constructive approach to addressing differences and seeking pathways to reconciliation.

4. Confidentiality and Communication

- (a) The Parties acknowledge that the government-to-government 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 of the Parties 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, Chapter 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 regarding any confidential or sensitive information. The Parties acknowledge that consultation regarding records is subject to the time limitations for response established in FIPPA.
- (e) The Parties are permitted to disclose information pursuant to this MOU with their respective leadership in a closed meeting where such information is confidential.

5. Funding & Resources

- (a) The CRD will contribute \$25,000 annually to x^wsepsum 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.

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 action of the Council of x^wsepsum 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 2002, c.19 s.121, the *Local Government Act* RSBC 2015, Chapter 1 or the *Community Charter*, SBC 2003, Chapter 26.

7. Term and Regular Review.

- (a) This MOU will continue until terminated by either Party by giving 90 days notice in writing. The Parties agree to review this MOU annually at their regular leadership meetings to discuss how the MOU is operating and whether any amendments to the MOU need to be considered.

IN WITNESS WHEREOF the Parties execute this MOU on MARCH 31, 2025.

x^wsepsum (Esquimalt) NATION

Per:



Chief Jerome Thomas

CAPITAL REGIONAL DISTRICT

Per:



Cliff McNeil-Smith, Chair, CRD Board