



GOVERNMENT-TO-GOVERNMENT PROTOCOL AGREEMENT (the "Agreement")

Dated for reference October 30, 2025.

BETWEEN:

SONGHEES NATION
("Songhees Nation")

AND:

CAPITAL REGIONAL DISTRICT
("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;
- C. Songhees Nation is a Ləkʷəŋən Indigenous government with territory in and around southern Vancouver Island;
- D. 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;
- E. Part of the CRD is situated on Ləkʷəŋən territory, resources in the territory have been stewarded by Ləkʷəŋən people since time immemorial, and decisions made by CRD that impact Ləkʷəŋən Territory directly impact Songhees Nation;
- F. The Parties recognize and honour Ləkʷəŋən heritage, culture, language and the ongoing use of lands in Ləkʷəŋən territory;
- G. Songhees Nation has and asserts Aboriginal rights and title, and rights under their Douglas Treaty;
- H. Songhees Nation has jurisdiction and authority over Songhees lands, waters, resources, and interests through unextinguished Aboriginal title to Songhees Nation territory;
- I. Songhees Nation, as part of the Te'mexw Treaty Association, is engaged in reconciliation by negotiating a modern treaty with the federal and provincial governments;

- J. The Parties share a mutual objective of advancing reconciliation; and
- K. The Parties are entering into this Agreement to further the development of their government-to-government relationship and set out operational commitments on priority topics.

THEREFORE, Songhees Nation and CRD agree as follows:

Definitions and Interpretation

1. In this AGREEMENT:

- (a) **“Collaborative Engagement Principles”** mean the principles drafted by Songhees Nation and the Capital Regional District, attached as a Schedule to this Agreement, and forming part of this Agreement;
- (b) **“Consensus Tracking Tool”** means an accountable tracking system that identifies differing interests and opinions on Priority Topics and sets out:
 - (i) whether the Joint Working Group has resolved the differing opinions before them; and
 - (ii) when the Joint Working Group has not reached consensus, how it will continue to discuss the Priority Topics or sub-topics at future Joint Working Group meetings;
- (c) **“Leadership”** means the duly elected representatives of a Party;
- (d) **“Joint Working Group”** means the working group established under this Agreement;
- (e) Reference to the singular includes a reference to the plural and vice versa and reference to a gender includes all genders;
- (f) The word “includes” means including but not limited to;
- (g) Reference to days means calendar days unless otherwise specified; and
- (h) Where a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings.

Priority Topics for Collaboration

2. The Parties commit to working together in accordance with the Songhees and CRD Collaborative Engagement Principles set out in the Schedule and collaborating through consensus-based decision-making on the following priority topics:
- (a) government-to-government relationship,
 - (b) heritage conservation and archaeology,
 - (c) shared services and amenities, including water and wastewater servicing,
 - (d) parks and protected areas,
 - (e) land acquisition, land use, and natural resources,
 - (f) harvesting and gathering,

- (g) environmental management and stewardship,
- (h) Regional Growth Strategy,
- (i) Island Corridor and the E&N Trail,
- (j) economic development,
- (k) employment and education, and
- (l) other matters as the Parties may agree
(the “**Priority Topics**”).

Schedule

3. The Collaborative Engagement Principles are attached as a Schedule to this Agreement and form part of this Agreement.

Establishment of Joint Working Group

4. Following the adoption of this Agreement, the Parties will establish the Joint Working Group to work together on the Priority Topics.
5. The Joint Working Group will meet on the second Tuesday of each quarter, beginning at 10:00 AM. The Joint Working Group may cancel meetings, meet more frequently, or adjust the standing meeting time as needed, and may meet in-person or virtually according to their preferences.
6. The Parties will each assign representatives to attend the Joint Working Group meetings.
7. The Parties and the Joint Working Group may invite representatives with expertise on the priority topics, including technical and scientific knowledge, to attend the Joint Working Group meetings as needed.
8. The Parties and the Joint Working Group may invite participation in the Joint Working Group from Elders, youth, and others to ensure diverse perspective contribute to advancing the Priority Topics.
9. The Joint Working Group will establish terms of reference and operate in accordance with the Collaborative Engagement Principles. In the event of a conflict between this Agreement and the terms of reference, the Agreement will prevail.
10. The Joint Working Group will develop an annual workplan, to be approved by Leadership.
11. The Joint Working Group will use a Consensus Tracking Tool as needed to support the goal of working together to reach a mutually acceptable outcome.
12. The CRD will provide a recording secretary to the Joint Working Group meetings, to record and track action items. The action items will be reviewed and confirmed by the Joint Working Group before the end of each meeting, circulated by the CRD following the meeting and then included with the next meeting agenda.

13. The Parties will provide the Joint Working Group all reasonably available information necessary to carry out its responsibilities.
14. The Parties may request that the Joint Working Group review any data, reports, policies, or other information, and, as appropriate, use this data or information in carrying out its responsibilities.

Process for Collaborating on Priority Topics

15. CRD and Songhees Nation Leadership and staff will hold regular meetings to review progress on the Priority Topics, and to provide direction and input to the Joint Working Group. The Parties will schedule two standing Leadership meetings annually and may schedule more as needed.
16. Not all members of Leadership need to be present at each Leadership meeting. The Parties may proceed with a Leadership meeting with those representatives who are available.
17. At Leadership meetings, the Parties will set strategic goals, contribute as needed to workplans, and determine additional Priority Topics for Collaboration. The Parties will consider any workplans and briefings from the Joint Working Group, then review and approve the annual workplan.
18. The Parties acknowledge that the participation of the Government of British Columbia or other entities may be required on some topics, and in such case the Parties will work together to determine the attendance of other entities.
19. The Parties may establish additional working groups or sub-working groups as needed to address Priority Topics.

Government-to-Government Relationship

20. The Parties agree that:
 - (a) discussions will be respectful with the aim of strengthening the government-to-government relationship;
 - (b) best efforts will be made to reach consensus on the Priority Topics;
 - (c) they will be flexible on timelines when needed to respect each other's commitments and obligations to other matters in their respective jurisdictions; and
 - (d) they will seek to obtain and use best available information to inform their work, including Indigenous knowledge, western science, and other sources of information.

Confidentiality and Communication

21. The Parties acknowledge that the government-to-government relationship requires open and transparent communications, in accordance with the principles of “OCAP”: Ownership, Control, Access, and Possession.¹
22. 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.
23. Each of the Parties acknowledges that information it provides to the other Party in the course of activities contemplated by this Agreement may be subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia) “FIPPA”. The Parties acknowledge that decisions made by the CRD under FIPPA are subject to review by BC’s Information and Privacy Commissioner, and further to the courts of BC.
24. Where one Party receives a request to disclose information pursuant to this Agreement, information exchanged in connection with this Agreement, or activities carried out pursuant to this Agreement, 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.
25. The Parties are permitted to disclose information pursuant to this Agreement with their respective Leadership in a closed meeting where such information is confidential.

Funding and Resources

26. The CRD will contribute \$25,000 annually to Songhees Nation to support the implementation of this Agreement, subject to yearly approval by the CRD’s Board of Directors.
27. Additional funding and resources from the CRD may be available, on a topic-specific basis, subject to yearly approval by the CRD’s Board of Directors.

Effect of Agreement

28. This Agreement in no way abrogates or derogates from Songhees Nation’s rights under section 35 of the *Constitution Act, 1982*, the *United Nations Declaration of the Rights of Indigenous Peoples*, the Douglas Treaties, or Songhees Nation’s inherent jurisdiction.
29. This Agreement is not a treaty or land claim Agreement and does not limit any treaty or other Aboriginal rights under section 35 of the *Constitution Act, 1982*.
30. This Agreement in no way replaces or limits the Crown’s duty to consult and accommodate Indigenous groups at the provincial, federal, or any other level of government.

¹ OCAP® is a registered trademark of the First Nations Information Governance Centre (FNIGC), with more information available at <https://fnigc.ca/ocap-training/>.

31. Nothing in this Agreement impacts, limits, or circumscribes Songhees Nation's ability to object to or challenge a decision of the CRD.
32. This Agreement does not fetter the discretion or action of the Council of Songhees Nation or the Board of the CRD.
33. This Agreement does not create any rights or legal obligations between the Parties and does not create or give rise to any contractual interests, duties, or obligations of any Party.
34. Nothing in this Agreement precludes Songhees Nation from concurrently engaging with other governments, including local governments, British Columbia, Canada, other Indigenous governments, or other governmental entities, as the case may be.
35. Nothing in this Agreement precludes the CRD from concurrently engaging with other First Nations.

Term and Regular Review

36. This Agreement will take effect upon the adoption of authorizing resolutions by Leadership of each Party;
37. This Agreement is an evergreen "living document" and may be subject to amendment from time to time by mutual Agreement. The amendments must be in writing and authorized by a resolution from the Leadership of each Party;
38. This Agreement will remain in effect until:
 - (a) superseded or replaced by another agreement;
 - (b) terminated by mutual consent of the Parties; or
 - (c) terminated by either Party upon ninety days' written notice.

IN WITNESS WHEREOF the Parties execute this Government-to-Government Protocol Agreement on *October 30*, 2025.

SONGHEES NATION

Per:



Chief Ron Sam

CAPITAL REGIONAL DISTRICT

Per:



Cliff McNeil-Smith, Chair, CRD Board



SCHEDULE

Songhees Nation and CRD Collaborative Engagement Principles

With the goal of creating a mutually respectful and successful government-to-government relationship, the Parties will act in accordance with the following principles:

Government-to-Government Relationship (Honouring our Relationship)

1. Commit to developing a cooperative, collaborative, long-term, and mutually beneficial relationship. This means moving beyond agreeing to disagree and seeking to work together to find mutually agreeable solutions.
2. Communicate in an honest, respectful, meaningful, cooperative, and transparent manner with the goal of improving understanding of different perspectives.
3. Value processes that are clear, where information is shared and made available in a timely fashion.
4. Commit to keeping an open mind when contemplating solutions by focusing on the desired outcomes rather than the tools used.
5. Recognize and respect each other's commitments and obligations to other matters within their respective jurisdictions, and approach timeliness with flexibility and in a spirit of understanding and reasonable compromise where necessary or desirable to accommodate each other's schedules and other commitments, including prioritizing issues of key concern when necessary.
6. Understand that we may need to think "outside the box" to find solutions. Come to issues, discussions and meetings with creativity and an open mind. The Parties will approach their work in a solutions-oriented manner. Recognizing this, the Parties will work towards flexibility and nimbleness, in a manner that supports course correction where necessary.

Reconciliation (Honouring Reconciliation)

7. Work to embody the foundational principle of: "Nothing about us without us." This means that the Parties share the responsibility of creating a true partnership and ensuring an understanding of impacts to current and future community concerns, values, and practices.
8. Commit to upholding the Truth and Reconciliation Calls to Action and recognize that the *United Nations Declaration on the Rights of Indigenous Peoples Act* is the framework for reconciliation.
9. Interpret mandates, policies, and enactments in a manner that upholds and does not abrogate or derogate from Aboriginal and treaty rights, and in a manner that is consistent with UNDRIP.

10. Commit to honoring Songhees Nation aspirations as a future treaty Nation and act in accordance with the understanding that, at their core, treaties are agreements to create the space and opportunity to restore First Nations' role in governing their territories and rebuilding cultural identity.
11. Commit to the practice of reconciliation and share a commitment to contributing a level of effort that reflects the seriousness of the reconciliation imperative.

Lək'wəŋən Territory (Honouring the Land)

12. Share the goal of developing a long-term, sustainable, collaborative, and consensus based decision-making process with respect to decisions and matters impacting Lək'wəŋən Territory.
13. Honour and implement Songhees Nation knowledge and governance expertise for the ongoing stewardship of Lək'wəŋən Territory.
14. Embrace the "art of the possible" and seek to develop new approaches and tools for supporting and advancing Songhees Nation rights and responsibilities to Lək'wəŋən Territory.
15. Commit to seeking Free, Prior and Informed Consent (FPIC), in line with the spirit and aspirations of UNDRIP, and work together to reflect this commitment through a jointly developed plan for implementing FPIC.
16. Work together proactively and creatively to implement Songhees Nation rights in Lək'wəŋən Territory as the Parties' commitments to reconciliation evolve and advance over time.