



MEMORANDUM OF UNDERSTANDING

Dated for reference Jan 16, 2024.

BETWEEN:

PACHEEDAHT FIRST NATION

("Pacheedaht")

AND:

CAPITAL REGIONAL DISTRICT

("CRD")

(collectively, the "Parties")

WHEREAS:

- A. CRD is interested in working collaboratively and developing reciprocal intergovernmental relations with First Nations;
- B. CRD and Pacheedaht have ongoing dialogue about the development of a government-to-government relationship between CRD and Pacheedaht;
- C. Pacheedaht asserts Aboriginal title and other Aboriginal rights in its asserted Territory;
- D. Pacheedaht's main community is adjacent to Port Renfrew in the Juan de Fuca Electoral Area ("JdF");
- E. Pacheedaht is participating in the treaty process and anticipates that following a treaty, Pacheedaht will have treaty settlement lands that will not fall within the jurisdiction of the CRD;
- F. Pacheedaht and CRD share a goal of sound land and infrastructure planning for the Port Renfrew and Pacheedaht communities;
- G. The Parties are entering into this MOU to further the development of their government-to-government relationship and set out the operational commitments on priorities areas.

THEREFORE Pacheedaht and 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) Water Supply and Sewage Treatment Infrastructure
- (c) Port Renfrew Official Community Plan
- (d) Solid Waste Management
- (e) JdF Community Parks
- (f) Regional Parks
- (g) Referrals

(the "Priority Topics").

2. Process for Collaborating on Priority Topics

CRD and Pacheedaht 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.

CRD and Pacheedaht leadership and staff are committed to holding ongoing regularly scheduled meetings and to review progress on the Priority Topics.

Discussions will be guided by principles of open communication, mutual respect and a constructive approach to addressing differences and seeking pathways to reconciliation.

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.

The Parties may establish a working group or working groups for one or more Priority Topic, composed of designates of Pacheedaht, and staff from CRD First Nations Relations, Juan de Fuca Local Area Services, Regional Parks, Integrated Water Services, Environmental Resource Management, and other divisions, as required.

The Parties acknowledge that the participation of the Government of British Columbia may be required on some topics.

Leadership meetings will take place at the Pacheedaht First Nation Office unless another location or meeting platform is agreed upon. Staff meetings will take place at the CRD Fisgard Street office, Pacheedaht office, or other locations or meeting platforms as agreed upon.

3. **Effect of MOU**

- (a) Nothing in this Memorandum of Understanding precludes the CRD from concurrently engaging with other First Nations.
- (b) This Memorandum of Understanding is not intended to create legally binding obligations or affect the rights, interests, duties or obligations of any party. Without limiting the foregoing, this Memorandum of Understanding does not fetter the discretion or action of the Council of Pacheedaht or the Board of the CRD in exercising any statutory power, including the exercise of any power under the *Indian Act*, the *First Nations Land Management Act*, the *Local Government Act* or the *Community Charter*.

4. **Term and Regular Review.** This Memorandum of Understanding will continue until terminated by either party by giving 90 days notice in writing. The Parties agree to review this Memorandum of Understanding annually at their regular bi-lateral meetings to discuss how the Memorandum of Understanding is operating and whether any amendments to the Memorandum of Understanding need to be considered.

IN WITNESS WHEREOF the Parties execute this Memorandum of Understanding on

Jan 16, 2024.

PACHEEDAHT FIRST NATION

Per:




Chief Jeff Jones

CAPITAL REGIONAL DISTRICT

Per:



Colin Plant, Chair, CRD Board


Ted Robbins, CAO

