



District of Sooke



T'Sou-ke Nation

MEMORANDUM OF UNDERSTANDING

Officially Adopted and Signed on

March 2, 2007

MEMORANDUM OF UNDERSTANDING

This AGREEMENT dated for reference the 2nd day of March, 2007.

BETWEEN: T'SOU-KE FIRST NATION, a "Band" as that term is defined under the *Indian Act*, as represented by its Chief and Council, having an administrative office at 2154 Lazzar Road, Sooke, BC, V0S 1N0.

("T'Sou-ke")

AND: DISTRICT OF SOOKE, a municipality in the Province of British Columbia, as represented by its Mayor and Council, having an administrative office at 2205 Otter Point Road, Sooke, BC, V0S 1N0.

(the "District")

(the Parties)

WHEREAS:

- A. The T'Sou-ke First Nation and the District of Sooke each have distinct governance authorities and responsibilities towards their residents and members, and acknowledge that the interests of all persons living in their communities are best served by working together in a spirit of cooperation.
- B. The Parties acknowledge that the boundaries of the District of Sooke include lands that either form the T'Sou-ke First Nation traditional territory or potential treaty settlement lands.
- C. The Parties recognize that building a government-to-government relationship now will create a level of certainty for our neighbouring communities and jurisdictions and begin an important dialogue in anticipation of successful treaty negotiations.
- D. The Parties acknowledge that the establishment of a government-to-government relationship will provide a venue to encourage discussion of common areas of interest.
- E. The Parties recognize that there may be mutually beneficial opportunities for establishing cooperative action plans and agreements through the establishment and maintenance of a positive and meaningful government-to-government relationship.
- F. The Parties recognize that there may be mutually beneficial opportunities to enhance the economic, recreational and environmental status of the Sooke area through the establishment and maintenance of a positive and meaningful government-to-government relationship.

NOW THEREFORE the Parties enter into this Memorandum of Understanding with the intention and desire to establish a government-to-government relationship of mutual respect and cooperation.

1.0 PURPOSE

The Purpose of this Agreement is to provide a framework and timelines for reaching agreements on issues raised in this Agreement, to set out policies, procedures and processes for the way in which the District and T'Sou-ke will interact from time to time, and to identify areas in which the Parties wish to develop further agreements.

2.0 MOU WORKING GROUP

- 2.1. Immediately after the signing of this Agreement a permanent MOU Working Group will be formed, comprising:
 - i. The Mayor of the District;
 - ii. The Chief of T'Sou-ke;
 - iii. One District Councillor nominated by the Mayor;
 - iv. One T'Sou-ke Councillor nominated by the Chief; and,
 - v. One staff member from each of T'Sou-ke and the District, nominated by the Chief and Mayor, respectively.
- 2.2. The Chief and Mayor may appoint alternate members to the MOU Working Group as necessary to ensure that the work of the group continues during temporary absences of any member.
- 2.3. The MOU Working Group will meet to carry out its commitments under this Agreement, to review progress on the development of related agreements, and any other matters falling under its responsibility.
- 2.4. The MOU Working Group will:
 - i. Develop procedures governing frequency, timing, location, and record-keeping of matters arising out of its meetings;
 - ii. Meet as soon as it is reasonably practicable after the signing of this Agreement to discuss the process for implementation of matters included in this Agreement; and,
 - iii. Meet as required to discuss reviews of, potential amendments to, or the need for termination of this Agreement.
- 2.5. The MOU Working Group will also use reasonable efforts to:
 - i. Meet at least once in each calendar year, and more frequently as it may consider necessary to carry out its responsibilities under this Agreement;
 - ii. Meet at least once a month for the first three (3) months following the signing of this Agreement.

3.0 AREAS OF INTEREST

3.1. Provision of Services

- i. Pursuant to the Purpose (Section 1.0), the District and T'Sou-ke commit to develop and/or update agreements on the provision of efficient and affordable services to residents and businesses of the Sooke region.
- ii. The Parties are committed to discussion of updating of the agreement between the District and T'Sou-ke regarding fire protection and to expand this agreement to include or develop another agreement respecting emergency preparedness. The Parties are also committed to discussion of a potential agreement on sewer service to T'Sou-ke's lands.
- iii. The MOU Working Group will discuss processes and timelines for the development of any other agreements related to servicing that the Parties consider will support the objective of Paragraph (i) of this Section.

3.2. Land Use Planning and Development

- i. Pursuant to the Purpose (Section 1.0), the District and T'Sou-ke commit to develop an agreement to coordinate land use planning and development in the Sooke area in an integrated fashion for the benefit of all.
- ii. The MOU Working Group will discuss processes and timelines for the development of an agreement on land use planning and development, as well as the prospective content of the agreement.
- iii. Without limiting any other content, the agreement will address matters including consultation and information exchange on the development of community plans, zoning and land-use bylaws, planning processes, land servicing issues generally, and environmental impacts from development.

3.3. Heritage Sites and Cultural Protection

- i. Pursuant to the Purpose (Section 1.0), the District and T'Sou-ke commit to develop an agreement regarding protection of heritage sites and culture in the Sooke area in a coordinated fashion for the benefit of all.
- ii. The MOU Working Group will discuss processes and timelines for the development of an agreement regarding protection of heritage sites and culture, as well as the prospective content of the agreement.
- iii. Without limiting any other content, the agreement will address matters including consultation and information exchange, integration of protection of heritage sites and culture in planning processes and development approvals, and monitoring of construction and other works in relation to archaeological sites.

3.4. Shared and Cross- Boundary Issues

- i. Pursuant to the Purpose (Section 1.0), the District and T'Sou-ke commit to develop an agreement to coordinate planning and consideration of each other's interests with respect to planning, development and infrastructure in the areas adjacent to the boundaries between T'Sou-ke and the District.

- ii. The District and T'Sou-ke commit to also develop an agreement to coordinate planning and consideration of each other's interests with respect to planning and development which have the potential to create impacts on each other, for example, because of traffic generation.
- iii. The MOU Working Group will discuss processes and timelines for the development of agreements on shared and cross- boundary issues, as well as the prospective content of the agreements.
- iv. Without limiting any other content, the agreement will address matters including the extent of area(s) to which the agreement will apply, consultation and information exchange, and planning processes.

3.5. Shared Services

- i. The District and T'Sou-ke have common interests in services provided by third parties including RCMP policing, public library service, public transit, victim services and others. The District and T'Sou-ke wish from time to time to consult and discuss mutual interests with the view to improving services and/or achieving efficiencies for the benefit of all residents.

3.6. Economic Opportunities

- i. Pursuant to the Purpose (Section 1.0), the District and T'Sou-ke wish from time to time to identify and foster economic opportunities in the Sooke region to improve the quality of life for all its residents, and to collaborate on the development and implementation of projects of mutual interest and benefit.
- ii. Without limiting the scope of Paragraph (i), the Parties have to date identified the areas of tourism, recreation and commercial development as having potential opportunities of the kind contemplated in Paragraph (i) of this Section.

4.0 COMMUNICATIONS AND CONFIDENTIALITY

- 4.1. As soon as practical and within 30 days after signing this Agreement, the MOU Working Group will meet to discuss and establish procedures addressing:
 - i. Confidentiality issues from time to time arising on matters being dealt with under this Agreement;
 - ii. Joint and separate public communication on such matters;
 - iii. Processes for inter-party communication at various levels between Chief and Mayor, between elected officials, and between staff with the goal of improving and increasing the efficiency of day-to-day operational and political communications between the Parties;
 - iv. Timely notification of each other of matters of potential concern or impact to the other Party, including initiatives undertaken by third parties that have come to the attention of either Party;
 - v. Regular and emergency information exchange processes, including information on institutional and operational process of both parties and staff or officials in each organization authorized to deal with specific issues;

- vi. Regular updates to each other on organizational authorities and personnel information; and,
- vii. Such other matter relating to communications and confidentiality as the MOU Working Group considers will support the objectives of this Agreement.

5.0 DISPUTE AVOIDANCE AND RESOLUTION

- 5.1. The Parties are committed to open, honest, and respectful interaction with each other in order to communicate effectively and avoid disputes.
- 5.2. In that spirit, the Parties will seek to avoid disputes relating to this Agreement and all other contexts by actively listening to each other's concerns and interests, seeking clarification of issues and statements to avoid misunderstandings, seeking understanding of different cultural approaches to communication, and adopting such other mechanisms and processes that will assist in avoidance of disputes.
- 5.3. In the event of a dispute or disagreement arising out of this Agreement and the processes and commitments arising out of it, the Parties will set the issue aside temporarily until the MOU Working Group next meets.
- 5.4. At the next meeting of the MOU Working Group, the members of the group will review the issue and each other's interests, and discuss means to solve the disagreement to their mutual satisfaction.
- 5.5. If the issue cannot be resolved by the MOU Working Group, the Chief of T'Sou-ke and the Mayor of Sooke will engage in informal discussions in an attempt to resolve the issue.
- 5.6. If the issues cannot be resolved, the Parties will consider alternative dispute resolution processes including neutral evaluation, mediation, and arbitration. The Parties may agree in writing to adopt a formal dispute resolution process with respect to a particular issue, and to share the costs of the agreed process.

6.0 TERMS OF THE AGREEMENT

- 6.1. The Parties agree that this Memorandum of Understanding shall take effect by a formal resolution by each respective Council of the District of Sooke and the T'Sou-ke First Nation.
- 6.2. The Parties agree that this Memorandum of Understanding is a living document and may be subject to amendment from time to time by mutual consent. Such amendments must be agreed to in writing and by adoption, by formal resolution, of each respective Council.
- 6.3. This Memorandum of Understanding will remain in effect unless terminated by either of the Parties by providing sixty (60) days notice in writing, to be delivered by hand, facsimile or mail.

7.0 GENERAL

- 7.1. Each Party will bear their own costs for the preparation and implementation of this and all other agreements referred to or resulting from this Agreement. The

Parties may also work together to apply for funding from external sources to support this Agreement and projects being developed under this Agreement, and may agree to share the costs of certain projects from time to time.

- 7.2. The Parties are committed to ensuring that discussions and negotiations take place in a prompt and timely manner without undue or unreasonable delays by either Party.
- 7.3. The Parties also recognize and respect each other's commitments and obligations to other matters within their respective jurisdictions and will therefore approach timelines with flexibility and in a spirit of compromise where necessary or desirable to accommodate each other's schedules and other commitments.
- 7.4. Any financial arrangements between the Parties will be fair and equitable.
- 7.5. This Agreement is without prejudice to aboriginal rights and title.

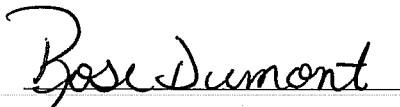
IN WITNESS WHEREOF the Parties have hereunto affixed their signatures as of the day and year first written above.

District of Sooke
By its authorized signatories

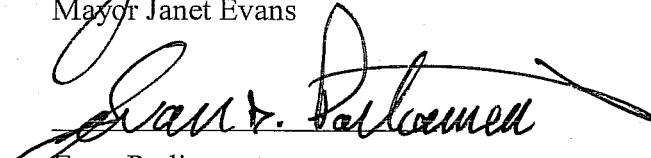
T'Sou-ke First Nation
By its authorized signatories



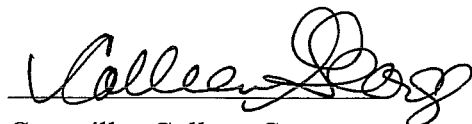
Mayor Janet Evans



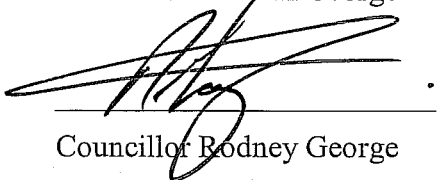
Chief Rose Dumont



Evan Parliament
Chief Administrative Officer



Councillor Colleen George



Councillor Rodney George

