

## MEMORANDUM OF UNDERSTANDING AND PROTOCOL AGREEMENT

This Agreement is made with effect this \_\_\_ day of \_\_\_\_\_, 2024 (“Effective Date”)

### BETWEEN:

**HIGH BAR FIRST NATION**

(“HBFN”)

### AND:

**THOMPSON-NICOLA REGIONAL DISTRICT**, a Regional District incorporated under the *Local Government Act* and the *Community Charter* with its place of business at 300-465 Victoria Street, Kamloops BC.

(“District”)

(collectively the “Parties” and one of them, a “Party”)

### WHEREAS:

- A. HBFN holds Aboriginal Rights to the tmicw (lands and resources) within their traditional territory, as depicted in Schedule “A” (“**HBFN TERRITORY**”), including the inherent rights of self-government and self-determination, that are grounded in HBFN’s laws, legal systems, customs and traditions, and which include governance and stewardship responsibilities for the wellbeing of the tmicw, waters, culture and community.
- B. The District was incorporated in 1967 with a land base of 44,347 km<sup>2</sup> (17,122.5sq mi), the boundaries set out in the map attached as Schedule “B”, and HBFN has established relationships with some of its member communities;
- C. The Parties acknowledge that certain lands and waters within the District boundaries lay within HBFN Territory, as depicted in the map attached as Schedule “C” (“**Area of Interest**”), and the Parties recognize the importance of working cooperatively on a government to government basis in accordance with their respective jurisdictions, laws, policies and customs.
- D. In the spirit of reconciliation and the *United Nations Declaration on the Rights of Indigenous Peoples*, the Parties agree that it is in their respective interests to build a government-to-government relationship and strengthen mutual understanding and trust between them to confirm their respective commitment to achieving a true and lasting partnership for the benefit of generations to come.
- E. The Parties are committed to engaging on issues of mutual interest to furthering their partnership and to advancing this work in a respectful, open, principled, pragmatic and collaborative way.

**NOW THEREFORE** the Parties agree as follows:

## **1.0 DEFINITIONS**

- 1.1 **“Confidential Information”** means culturally sensitive, commercially sensitive, or other confidential information identified in Section 4.2, including but not limited to traditional knowledge and technical and financial information.
- 1.2 **“Council”** means the Chief (Kúkpi7) and Councillors elected by the registered members of HBFN.
- 1.3 **“Section 35 rights”** refers to the Aboriginal rights as established in section 35 of the *Constitution Act, 1982*.
- 1.4 **“TNRD Board”** means the governing body of the Thompson-Nicola Regional District, collectively representing Electoral Areas and Member Municipalities.

## **2.0 PURPOSE**

- 2.1 The purpose of this Agreement is to establish a process and framework to:
  - 2.1.1 guide the Parties in their interactions and in their efforts to strengthen respect, mutual understanding and trust;
  - 2.1.2 improve communications and dialogue between the Parties through the identification of opportunities for the Parties to share information and work together on matters;
  - 2.1.3 establish the Parties’ areas of mutual interest, upon which the Parties agree to enter discussions to explore the advancement and implementation of mutually beneficial initiatives; and
  - 2.1.4 identify and implement the preferred methods for engagement between the Parties to ensure each Party, where appropriate, is provided with adequate notice, information and opportunity to engage the other with respect to proposed and actual developments, projects and initiatives in the Area of Interest.

### 3.0 PRINCIPLES OF COOPERATION

- 3.1 The Parties share the joint values and principles set out in this Section, which they agree will guide their work with each other:
- 3.1.1 **Reconciliation:** the Parties recognize that the actions of multiple orders of Canadian government have resulted in historic and ongoing injustices perpetrated against the people of HBFN. The Parties commit to working together to grow strong government-to-government relationships to rectify these wrongs and to building a more just and inclusive future.
  - 3.1.2 **Mutual understanding and openness:** the Parties agree to identify, assemble, develop, and share information as required by others to advance mutual understanding of interests and perspectives.
  - 3.1.3 **Trust:** the Parties recognize that building and maintaining trust in their working relationship may be achieved by sharing information, supporting one another, and jointly developing effective communication mechanisms. The Parties will endeavour to engage in new ways of thinking with a view to creating a more equitable and inclusive society.
  - 3.1.4 **Mutual respect:** the Parties commit to working together, advancing common interests, and resolving disputes that may arise in a mutually respectful fashion. The Parties will favour discussion and negotiation in addressing conflicts and will apply a “solutions-oriented” approach to the implementation of this Agreement.
  - 3.1.5 **Building up the region:** the Parties are committed to building a strong and sustainable region together with a specific focus in the Area of Interest.
  - 3.1.6 **Stewardship:** The Parties recognize their joint commitment towards stewarding the lands and resources within the Area of Interest in ways that are respectful of, and align with, the cultural, ecological and social values of HBFN and the District, including the protection of heritage and preservation of cultural sites integral to the identity of HBFN.

### 4.0 INFORMATION SHARING AND CONFIDENTIALITY

- 4.1 Each Party acknowledges that it may have in its possession, or may obtain, certain information and documents of relevance to the other and agrees to consider reasonable requests from the other Party to provide the requested information. Both Parties will ensure timely, respectful and courteous communications.

- 4.2 The Parties agree to treat the proceedings of all meetings convened in relation to this agreement as confidential, unless explicitly agreed to otherwise and in writing by the Parties.
- 4.3 The Parties agree that all information shared under the terms of this agreement that would not otherwise be publicly available is to be treated as confidential. The Parties furthermore agree to take reasonable measures to ensure that confidential information is not disclosed to any other persons except:
  - 4.3.1 to the receiving Party's officers, directors, employees, advisors and consultants to use only in relation to the implementation of this Agreement, on the condition that such information be kept confidential;
  - 4.3.2 as reasonably required to comply with a court order provided that:
    - 4.3.2.1 the receiving Party will provide as much advance notice to the disclosing Party as reasonably practicable and/or allowable of such obligation; and
    - 4.3.2.2 the receiving Party will disclose only that portion of the confidential information required to be disclosed and will take reasonable efforts to preserve the confidentiality thereof, including supporting the disclosing Party in any intervention to preserve the confidentiality thereof; and
  - 4.3.3 with the receiving Party's prior written consent.
- 4.4 Where necessary, the Parties may enter into non-disclosure agreements with respect to a specific topic.

## 5.0 WORKING GROUP AND LEADERSHIP STRUCTURES

- 5.1 The Parties will, within thirty (30) days after the Effective Date, establish a Working Group (the "**Working Group**"), reporting to HBFN's Council and the TNRD Board of Directors (collectively, the "**Principals**"), to implement the commitments in this Agreement.
- 5.2 The Working Group will consist of technical staff from the Parties, each of whom will be responsible for ensuring that appropriate personnel are present to advance work on the Key Issues (see Section 6).
- 5.3 The Working Group will make reasonable efforts to meet monthly, or as required, in a location decided in advance by the Parties or by teleconference.
- 5.4 The Working Group may invite other persons to attend meetings and create subgroups as may reasonably be required to fulfill the goals of this Agreement. The Working Group will set their own meeting agendas, as necessary, to facilitate the goals of this Agreement. Without limiting the generality of the foregoing, it is the Parties' intention that the Working Group will at a minimum:
  - 5.4.1 exchange information regarding the progress of existing and upcoming activities relevant to this Agreement;

- 5.4.2 discuss initiatives to foster a stronger working relationship between the Parties, including activities related to the implementation of this Agreement and the exchange of information about ongoing activities of each of the Parties to promote a stronger understanding of realities and interests;
  - 5.4.3 discuss and identify key interests;
  - 5.4.4 pursue opportunities for collaborative decision-making on key interests;
  - 5.4.5 develop and implement action plans associated with key interests; and
  - 5.4.6 resolve issues in accordance with this Agreement.
- 5.5 The Principals will provide their respective members to the Working Group with the resources, direction and guidance needed to meet the responsibilities of this Agreement.
- 5.6 The Principals will meet at a minimum annually and will make reasonable efforts to meet as required to discuss and evaluate the work of the Working Group and the effectiveness of this Agreement.
- 5.7 The Principals may, by mutual agreement, invite representatives from other orders of government, including other First Nations, or stakeholders from industry or community proponents to participate in working discussions occurring under this Agreement.

## **6.0 KEY INTERESTS & WORK PLANNING**

- 6.1 The Parties agree to work together and collaborate on the following key interests (“**Key Interests**”):
- 6.1.1 Intergovernmental relationships;
  - 6.1.2 Educational and learning opportunities;
  - 6.1.3 Archaeological and Cultural Heritage protection;
  - 6.1.4 Environmental protection including compliance, monitoring and data sharing;
  - 6.1.5 Economic resiliency, including land transactions and commercial, industrial, tourism, and business undertakings;
  - 6.1.6 Land use planning and co-management;
  - 6.1.7 Forestry, exploration and watershed management;
  - 6.1.8 Emergency management and preparedness;
  - 6.1.9 Protocol for local permit/development application reviews and decision making;
  - 6.1.10 Identifying collective planning processes;
  - 6.1.11 Environmental enhancement and stewardship;
  - 6.1.12 Enhancing economic resiliency; and
  - 6.1.13 Other areas of key interests as agreed to by the Parties from time to time.
- 6.2 The Working Group will identify and bring forward initiatives for consideration and discussion in connection to the Key Interests. The Working Group will report to and receive direction from the Principals on work to advance progress on the Key Interests.

## 7.0 NON-PREJUDICE TO LEGAL RIGHTS

- 7.1 Nothing in this Agreement is intended, deemed to, or should be interpreted as:
- 7.1.1 defining, creating, suspending, affirming, denying, limiting, derogating, abrogating or amending any Aboriginal Rights of HBFN;
  - 7.1.2 fettering or derogating from any statutory duties or functions of the District under the provisions of the *Local Government Act* or the *Community Charter*;
  - 7.1.3 fettering or derogating from the District's ability or power to make decisions in accordance with applicable law;
  - 7.1.4 fettering HBFN's ability to oppose or take any position with respect to any decisions, development activities or development proposals in connection with the District; and
  - 7.1.5 discharging, displacing, or derogating from any legal duty that the Province may have to consult with and accommodate HBFN.

For certainty, while this Agreement and recommendations and actions taken under it will inform the Party's respective decision-makers, this Agreement is not to be interpreted or implemented in a manner that would unlawfully interfere with or fetter the decision-making authorities of any Party. Except as the Parties may agree in writing, this Agreement will not limit any position any Party may take in future negotiations or legal proceedings.

- 7.2 Nothing in this Agreement affects the ability of the Parties to take action within its lawful authority to respond to any emergency. In circumstances where an emergency arises that prevents a Party's ability to meet the commitments set out in this Agreement, that Party will provide written notice to the other Parties as soon as practicable outlining the circumstances and the action taken to respond to the emergency.

## 8.0 ISSUES RESOLUTION

- 8.1 The Parties recognize that the success of this Agreement will depend on their ability and willingness to recognize, explore and resolve differences which may arise between them, and that they will endeavour to resolve such differences in a manner that fosters an improved ongoing and respectful relationship. It is the Parties' intention to identify differences quickly and resolve them in the most expeditious, cost-effective and collaborative manner. Accordingly, when an issue arises between the Parties with respect to this Agreement, the Parties will follow this process:
- 8.1.1 If a Party determines that an issue has arisen (the "**Issue**"), it may deliver to the other Party a written notice (the "**Issue Notice**") describing in reasonable detail the Issue.
  - 8.1.2 Within 15 days of the receipt of the Issue Notice, the Working Group will meet and will attempt in good faith to identify a resolution to the Issue. The Working Group will use diligent efforts to resolve the Issue and may involve other experts and associates as agreed to in their discussions. After each discussion, the Working Group will document the points of consensus and disagreement.
  - 8.1.3 If the Issue has not been resolved within 45 days after the receipt of the Issue Notice, then the Issue will be referred to the Principals, who will then agree to meet and attempt to resolve the Issue in good faith.

8.1.4 If the Issue has not been resolved within 30 days after referral to the Principals, the Parties may refer the Issue to mediation.

8.2 The Parties acknowledge the importance of understanding points of disagreement from each other's perspectives, interests, values and customs. Each Party may present resources as they feel necessary, and for HBFN this includes Elders, oral history, knowledge keepers and other culturally appropriate support.

## 9.0 TERMS OF AGREEMENT

9.1 This Agreement is effective as of the Effective Date and will remain in force unless terminated in writing by mutual agreement of the Parties or in accordance with Section 9.2.

9.2 Any Party may terminate this Agreement by providing 2 months advance written notice to the other Party, setting out the reasons for the termination and the date on which the termination takes effect. On serving such written notice, the Party will provide written reasons for the termination, and the Parties will make reasonable efforts to resolve the reasons for the termination by engaging in the issues resolution process described in section 8.1. For certainty, prior to the termination of this Agreement, the Parties will use reasonable efforts to address the issue and consider whether amendments to this Agreement or additional agreements may address the issues.

## 10.0 GENERAL

10.1 Any notice, statement or written communications, which is required to be given, or which is given in connection with this Agreement, may be delivered or served on Simpcw and the District at their respective addresses:

High Bar First Nation  
Box 468  
Clinton, BC V0K 1K0  
Ph: (250) 459-2117  
Fax (250) 459-2119  
c/o Kukpi7 Jamie Fletcher

Thompson-Nicola Regional District  
300-465 Victoria Street  
Kamloops, BC V2C 2A9  
Ph: (250) 377-8673  
Fax (250) 372-5048  
c/o Chair

10.2 The Parties agree that they will work together on a public announcement regarding the entering into of this Agreement if such announcement is requested by one or more of the Parties. For greater certainty, both Parties must provide written consent prior to any public announcement and the content of such public announcement.

10.3 The Parties will review implementation of this Agreement on the first anniversary of the Effective Date, and annually thereafter, and undertake discussions with the goal of improving the efficiency and effectiveness of this Agreement, and consider whether amendments or other agreements are necessary.

10.4 This Agreement may be amended from time to time with the written agreement of the Parties. Any amendments to this Agreement must be in writing and executed by all of the Parties.

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

**HIGH BAR FIRST NATION**

By its authorized signatories

\_\_\_\_\_  
Kukpi7 Jamie Fletcher

\_\_\_\_\_  
Jesse Hook, Band Administrator

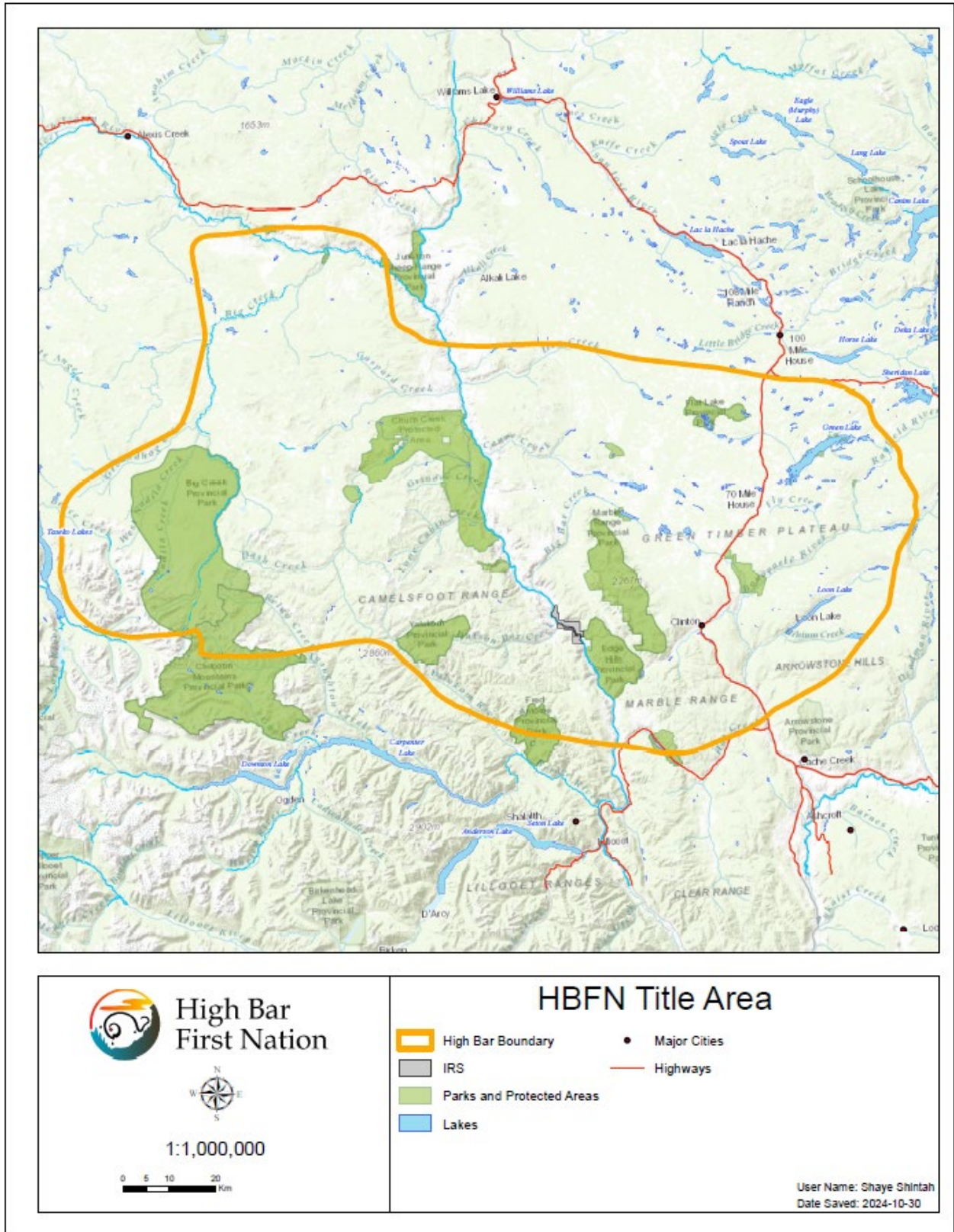
**THOMPSON-NICOLA REGIONAL  
DISTRICT**

By its authorized signatories

\_\_\_\_\_  
Barbara Roden, Chair of the Board

\_\_\_\_\_  
Scott Hildebrand, CAO

**SCHEDULE A – HBFN Boundary**





# SCHEDULE C – AREA OF INTEREST

