



People of the Rivers

stqwelminst.s¹



MEMORANDUM OF UNDERSTANDING AND PROTOCOL AGREEMENT

Re *Simpchw* ell reThompson Nicola Regional District *me7 le7 k st7eks k stemi re*

This Agreement is made with effect this 17th day of July, 2024 ("Effective Date")

BETWEEN:

SIMPCW FIRST NATION, a division of the Secwépemc (*Shuswap*), known as *Simpchwemc* (*People of the Rivers*), and a band within the meaning of the *Indian Act*, as represented by its Chief and Council with offices at 7555 Dunn Lake Road, P.O. Box 220

("Simpchw")

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. Simpcw holds Aboriginal Rights to the tmicw (lands and resources) within Simpcwúlecw, as depicted in Schedule "A" ("**Simpchw Territory**"), including the inherent rights of self-government and self-determination, that are grounded in Simpcw'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 km² (17,122.5sq mi), the boundaries set out in the map attached as Schedule "B", and Simpcw has established relationships with some of its member communities;
- C. The Parties acknowledge that certain lands and waters within the District boundaries lay within Simpcw 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 *UNDRIP*, 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.

¹ *Translated to: *Simpchw and Thompson Nicola Regional District will talk to everything will be good.*

NOW THEREFORE the Parties agree as follows:

1.0 DEFINITIONS

- 1.1 **"Aboriginal Rights"** means existing aboriginal rights, including aboriginal title, which are or may be recognized and affirmed by Section 35 of the *Constitution Act, 1982*.
- 1.2 **"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.
- 1.3 **"Simpchw Council"** means the Chief (Kúkwpí7) and Councillors (Tíkwenem7i'ple7) elected by the registered members of Simpcw (Símpcwemc).
- 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 set out the Parties' commitment to identify key areas of mutual interest, and where the Parties agree, to enter into discussions to explore the advancement and implementation of agreed to 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 with respect to developments, projects and initiatives being proposed 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 intend to abide by as they work with each other to enhance their working relationship:
- 3.1.1 **Mutual understanding and openness.** The Parties may identify, assemble, develop and share information in order to better understand each other's interests and perspectives.
 - 3.1.2 **Trust.** The Parties recognize that building and maintaining trust in their working relationship may be achieved by sharing information 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.
 - 3.1.3 **Commitment.** The Parties are committed to enhancing their working relationship, to furthering common interests, and to resolving issues that may arise between them. Both Parties will favour the route of discussion and negotiation in addressing issues that may arise and will apply a "solutions-oriented" approach to all discussions and the implementation of this Agreement.
 - 3.1.4 **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.
 - 3.1.5 **Stewarding the Environment.** The Parties recognize their joint commitment towards environmental sustainability and are committed to ensuring that the lands and resources within the Area of Interest are managed and used in ways that are respectful of, and align with, the cultural, ecological and social values of Simpcw and the District, including the protection of heritage and preservation of cultural sites integral to the identity of Simpcw.

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 Each Party acknowledges that when receiving information, it may receive Confidential Information. Each Party will take reasonable measures to ensure that any information that is identified as Confidential Information provided by the other Party is treated confidentially and not disclosed to any other persons except:
- 4.2.1 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;
 - 4.2.2 as reasonably required to comply with a court order provided that:

- 4.2.2.1 the receiving Party will provide as much advance notice to the disclosing Party as reasonably practicable and/or allowable of such obligation; and
- 4.2.2.2 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

4.2.3 with the receiving Party's prior written consent.

4.3 The Parties understand and agree that some Confidential Information in their possession may not be shared between the Parties due to its sensitivity for cultural, business or other reasons, but each of the Parties will make a reasonable effort to indicate the general nature of such matters to the other Party to the extent reasonably possible, where such Confidential Information is a factor in their respective decision-making process. 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 the Simpcw Council and TNRD Board (collectively, the "**Principals**"), to implement the commitments in this Agreement.

5.2 The Working Group will consist of two (2) members from the Simpcw Council, the Chair of the Board or a designate, Directors from Areas A, B, O, and P. And up to two (2) technical representatives of each Party.

5.3 The Parties may, from time to time, change their Working Group representatives by advising the other Party in writing of their new representative or appoint any person as an alternate to act in their place at any meeting between the Parties, subject to those persons having the requisite authority. Prior to appointing their respective members, the Parties will consult with each other for the purpose of obtaining agreement on such prospective appointments, it being acknowledged that the Parties will act reasonably when considering such prospective appointments.

5.4 The Working Group will make reasonable efforts to meet at least quarterly, or as required, in a location decided in advance by the Parties or by teleconference.

5.5 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:

- 5.5.1 exchange information regarding the progress of existing and upcoming activities relevant to this Agreement;
- 5.5.2 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;
 - 5.5.3 discuss and identify key interests;
 - 5.5.4 pursue opportunities for collaborative decision-making on key interests;
 - 5.5.5 develop and implement action plans associated with key interests; and
 - 5.5.6 resolve issues in accordance with this Agreement.
- 5.6 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.
- 5.7 The Principals will meet at a minimum twice per year 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. Unless otherwise agreed to by the Principals, the meetings will take place in April and October of each year.
- 5.8 The Principals may, by mutual agreement, invite representatives from the Province or stakeholders to participate in working discussions occurring under this Agreement.

6.0 KEY INTERESTS

- 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 Protocol for local permit/development application reviews and decision making;
 - 6.1.9 Identify collective planning processes; and
 - 6.1.10 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. In the event either Party brings forward an initiative, the Working Group will work in good faith towards considering the initiative and developing an action plan to bring forward to the Principals for approval.
- 6.3 For certainty, within 30 days of receiving recommendations or information around an action plan from the Working Group or such other period of time as agreed to by the Parties, the Principals will approve the action plan, reject the action plan with reasons, or seek additional information. If the Principals disagree on a particular action plan put forward by the Working Group, the Principals will meet within 10 days to discuss the points of disagreement with a view to coming to consensus.

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 Simpcw;
- 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 Simpcw'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 Simpcw.

For certainty, while this Agreement and recommendations and actions taken under it will inform the Parties 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 attempt in good faith to resolve the Issue.
- 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 Simpcw this includes Elders, oral history, knowledge keepers and other culturally appropriate support. Upon resolution of an issue, the Parties will mark the occasion with an appropriate ceremony in accordance with Secwepemc customs and traditions.
- 8.3 The Parties acknowledge that Simpcw is developing an issues resolution policy that incorporates Secwepemc and western principles of issues resolution. Upon finalization, Simpcw will present such policy to the District and the Parties will discuss amending this Agreement to refer to such policy as replacement to this Section 8.0.

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:

Simpcw First Nation
 Box 220; 7555 Dunn Lake Road
 Barriere, BC V0E 1E0
 Ph: (250) 672-9995
 Fax (250) 672-5858
 c/o Kúkwpi7

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.

SIMPCW FIRST NATION

By its authorized signatories


Kúkwpi7 George Lampreau


Tíkwenem7i'ple7, Christine "Tina" Donald

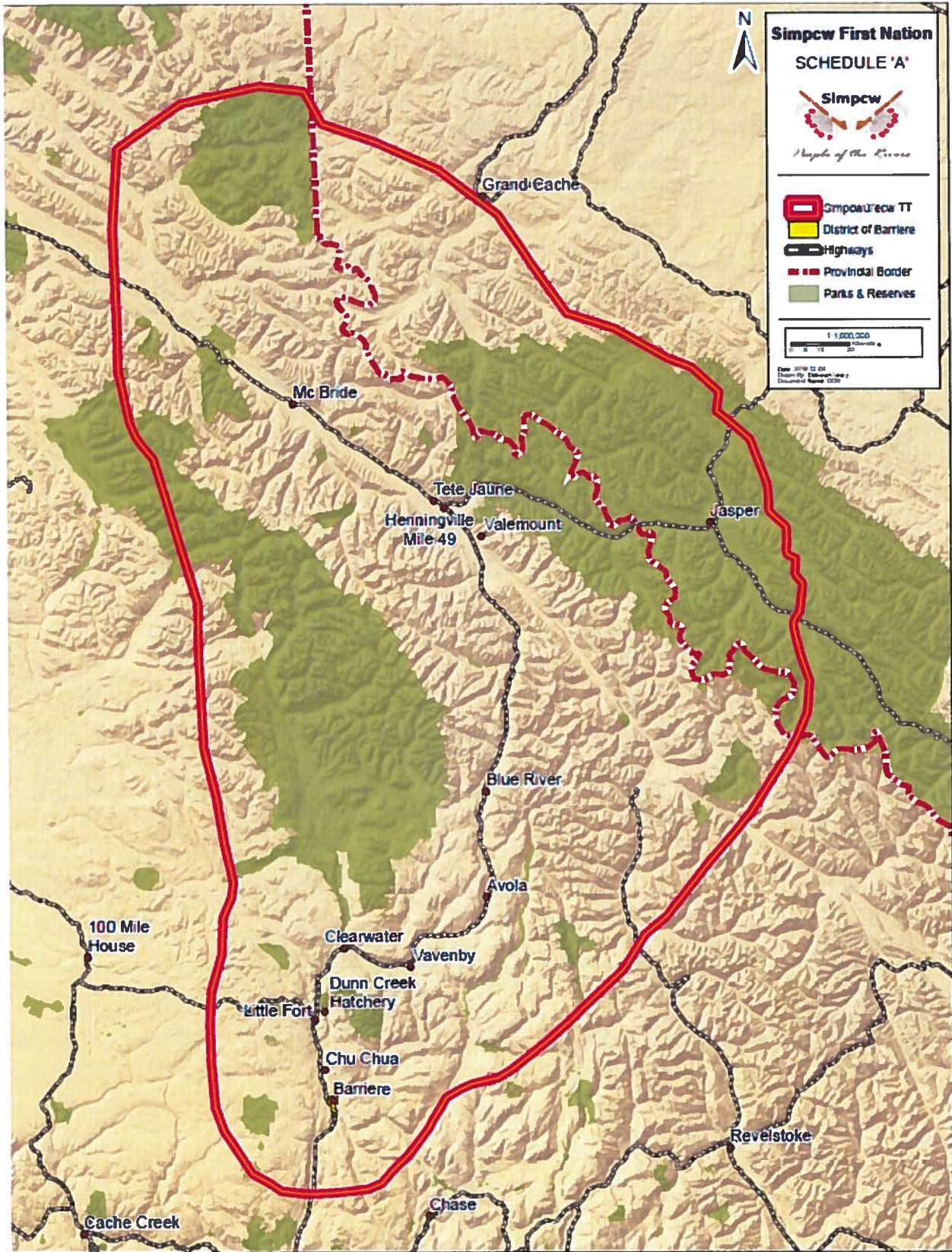
**THOMPSON-NICOLA REGIONAL
DISTRICT**

By its authorized signatories

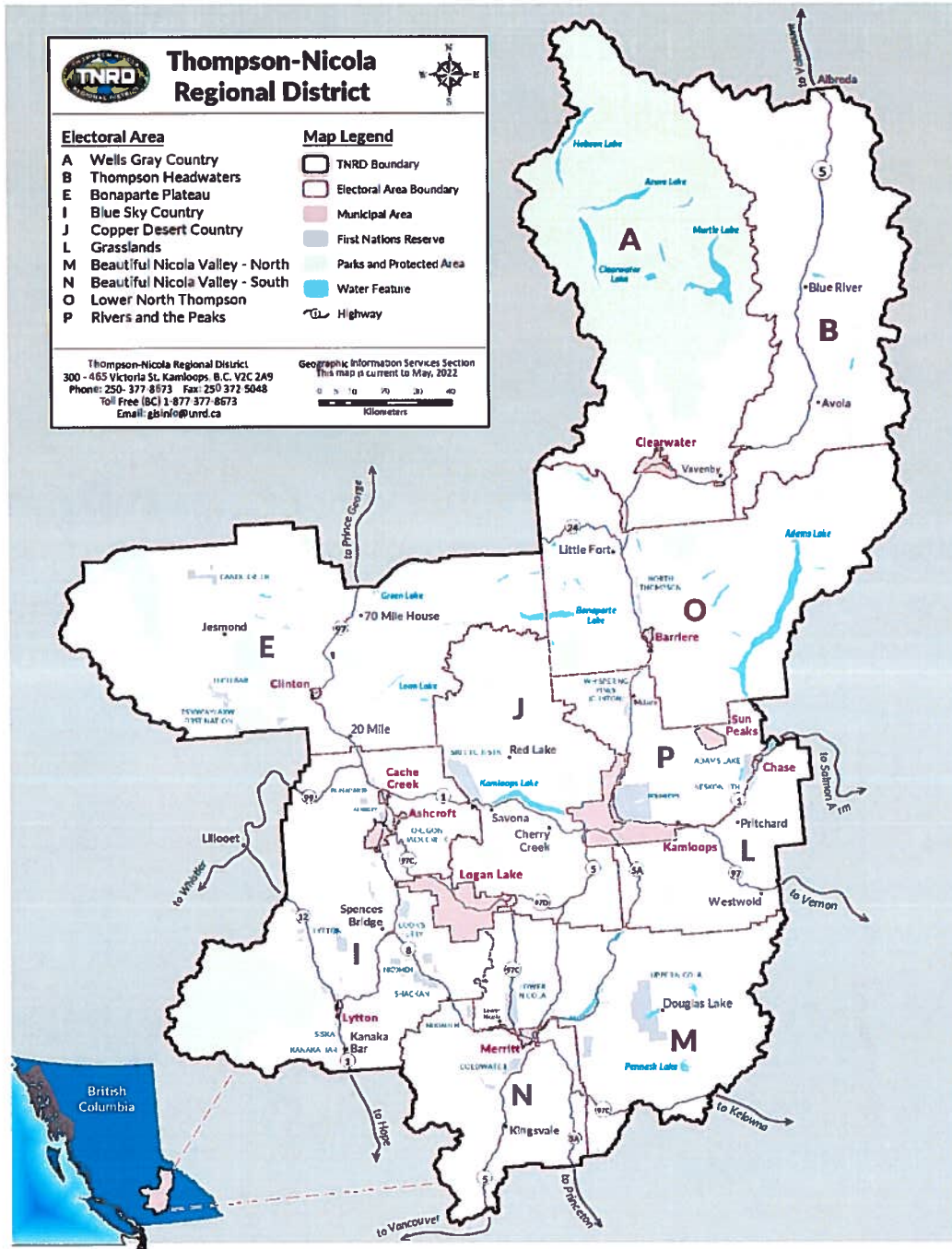

Barbara Roden, Chair of the Board


CAO, Scott Hildebrand

SCHEDULE A - SIMPCWÚLECW



SCHEDULE B – TNRD Boundary



SCHEDULE C – SIMPCW – TNRD BOUNDARIES

