



MEDIA RELEASE

9:30 AM, JUNE 18, 2021 – For Immediate Release

District of Lantzville and Snaw-naw-as Nation Sign Memorandum of Understanding to Prioritize Cooperation and Dialogue

LANTZVILLE, BC – The District of Lantzville (District) and Snaw-naw-as Nation (Nation) have signed a Memorandum of Understanding (MOU) focused on strengthening our government-to-government relationship, furthering dialogue, and working together in the best interests of both of our communities.

This MOU is the culmination of discussions that began in December 2020 when the District and the Nation set an intention to develop a framework for working together. Under the MOU, the District and the Nation will establish a Joint Working Group within 30 days to work towards achieving the goals set out in the MOU.

“On behalf of Lantzville Council, I thank the Snaw-naw-as Nation Council for the collaboration that went into building this MOU,” says Lantzville Mayor Mark Swain. “I look forward to applying ourselves together to strengthen and benefit our communities moving forward.”

“Working together and talking together are two of our Nation’s key traditional values that have been passed on for generations,” says Chief Gordon Edwards. “These values are carried into the MOU and it is my hope that it brings our two governments closer together.”

The MOU anticipates cooperation on issues such as land use planning, waste and water servicing, community amenities, parks and recreation, transportation and access, and development. The Joint Working Group will be tasked with exploring these and other issues and reporting back to both Councils on how best to collaborate.

- 30 -

Media Contacts

Trudy Coates
Director of Corporate Administration
District of Lantzville
Phone: 250.933.8082
Email: tcoates@lantzville.ca

Cindy Stern
Chief Executive Officer
Nanoose Economic Development Corp.
Phone: 250.954.5711
Email: cindystern@telus.net





MEMORANDUM OF UNDERSTANDING



This Agreement dated for reference the 18th day of June, 2021

BETWEEN:

DISTRICT OF LANTZVILLE
PO Box 100, 7192 Lantzville Rd,
Lantzville, BC V0R 2H0

AND

SNAW-NAW-AS NATION
209 Mallard Way
Lantzville, BC V0R 2H0

("District")

("Snaw-naw-as")

(individually a "Party," collectively the "Parties")

WHEREAS:

- A. Snaw-naw-as is an Indigenous government with territory on and around Vancouver Island;
- B. Snaw-naw-as has and asserts Aboriginal rights and title, and rights under their Douglas Treaty;
- C. The District is a municipal corporation under the *Local Government Act, Community Charter* and other authorities of British Columbia having jurisdiction in respect of matters delegated to it by the Province of British Columbia;
- D. Snaw-naw-as, as part of the Te'mexw Treaty Association, is engaged in reconciliation by negotiating a modern Treaty with the provincial and federal governments;
- E. The Parties 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 the Parties working together in the spirit of reconciliation and cooperation to achieve mutual benefits;
- F. The Parties recognize that building stronger government-to-government relationships will help create greater understanding for their respective communities and will further an important dialogue to improve the quality of life for the benefit of all residents and members;
- G. The Parties wish to enter into an agreement to establish cooperative relationships for the purpose of sharing information, improving communications, addressing specific issues of mutual interest, and raising awareness and understanding between Snaw-naw-as and the District; and
- H. The Parties seek to work together towards their shared goals in the spirit of reconciliation and in the best interests of both their communities;

NOW THEREFORE, the Parties agree as follows:

DEFINITIONS AND INTERPRETATION

1. In this Memorandum of Understanding (MOU):
 - (a) **“Council”** means the duly elected representatives of a Party;
 - (b) **“Joint Working Group”** means the working group established under this MOU;
 - (c) **“Terms of Reference”** means the terms of reference for the Joint Working Group, attached as Schedule 'A' to this MOU, and forming part of this MOU;
 - (d) Reference to the singular includes a reference to the plural and vice versa;
 - (e) Where a word or expression is defined in this MOU, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
 - (f) Headings are included for ease of reference only and are not to be used in interpreting this MOU; and
 - (g) **“Includes”** means “including but not limited to.”

PURPOSE AND NATURE OF MOU

2. The Parties commit to establishing a positive and open relationship where issues of mutual interest are discussed and resolved in an open and respectful manner, with the intent of furthering good relationships between the neighbouring communities.
3. The Councils of the Parties will meet regularly to promote and encourage open and constructive dialogue based on mutual trust, honesty and respect.
4. The Parties will seek to develop an understanding of each other’s public initiatives, governing structures, traditions, jurisdiction and responsibilities and will support and encourage each other in this work.
5. The Parties share the objective of developing a long-term collaborative process for working together to protect the interests of both the District and Snaw-naw-as and provide certainty for each Party with respect to addressing issues of mutual interest as they arise over time.
6. The Parties will work together with the intent to ensure that development and other initiatives in each community do not negatively impact the other community.
7. The Parties seek to establish a framework for considering issues of shared interest, mutual benefit or community-wide policies such as land use planning, servicing, community amenities, parks and recreation, transportation and access, development, and other issues of shared interest for the communities.
8. The Parties acknowledge that the framework may require the Parties to enter into further agreements, for example, collaboration, servicing or use agreements, for some issues.
9. The Parties will seek to implement this MOU in the spirit of reconciliation.

JOINT WORKING GROUP ESTABLISHED

10. Within 30 days of execution of this MOU, the Parties will establish a Joint Working Group to work together towards achieving the purposes set out in sections 2 through 9.
11. The Joint Working Group will collaborate and discuss issues of shared interest and key priorities, including:
 - (a) joint strategies to respond to immediate opportunities for collaboration, such as:
 - i. planning and policy initiatives,
 - ii. transportation and access needs management,
 - iii. land use planning and community amenities,
 - iv. conservation and protected areas,
 - v. parks, shared amenities, and recreational opportunities,
 - vi. water, wastewater, and sewer extensions and opportunities;
 - (b) a coordinated vision for addressing servicing needs of the communities;
 - (c) infrastructure needs and management;
 - (d) economic and financial opportunities;
 - (e) climate change strategies;
 - (f) working together to make sure that the current and future development interests of Parties are protected;
 - (g) any municipal, developer, or Indigenous planning process that could impact the interests and priorities of the Parties;
 - (h) the development of community amenities available to both the District and Snaw-naw-as, with regard to community needs; and
 - (i) other matters as the Parties may agree.
12. The Joint Working Group will make recommendations to the Parties concerning how best to collaborate on issues of shared interest, including the issues set out at section 11 of this MOU.
13. The Councils will establish strategic goals and priorities for the Joint Working Group.
14. The Parties will provide the Joint Working Group all reasonably available information necessary to carry out its responsibilities.
15. On the request of either Council, the Joint Working Group will review any data, reports, policies, or other information and, as appropriate, use this data or information in making any recommendations.

16. In carrying out its work, the Joint Working Group may:
 - (a) invite advisors, speakers, knowledge holders, or other presenters to share information;
 - (b) share and discuss available information for proposed developments or initiatives;
 - (c) request, obtain and exchange available data on servicing needs;
 - (d) communicate with other bodies in respect of matters of mutual interest;
 - (e) share respective goals about planning objectives; and
 - (f) explore other matters that the Joint Working Group considers relevant.
17. The Joint Working Group will seek to operate by consensus, except for decisions on procedural matters, which will be by majority vote.
18. Where all representatives on the Joint Working Group do not agree on a Joint Working Group recommendation, each representative may submit their own written recommendations or advice to the Parties, with a copy provided to the other representatives on the Joint Working Group.
19. A quorum of at least two voting members from each of the Parties is required for meetings to proceed and for vote on procedural matters.
20. In the event of a tie vote on a procedural matter, the Joint Working Group will defer the matter to a subsequent meeting. If more than one tie vote occurs on a matter, the motion will be defeated.
21. The Joint Working Group may work with other bodies as appropriate.
22. The Joint Working Group may undertake activities required to fulfill its objectives, including:
 - (a) conducting interviews and surveys; and
 - (b) reviewing any data, studies, policies, research, or any other information connected to advancing the matters set out at section 11.
23. Within 60 days of being established, the Joint Working Group will provide the Parties with meeting minutes that set out priorities and actions that responds to the immediate opportunities for collaboration set out at section 11(a) of this MOU.
24. The Joint Working Group will maintain a reasonable schedule for meetings that is responsive to the issues set out at section 11, including immediate opportunities and priorities.

25. The Joint Working Group will operate in accordance with the Terms of Reference. In the event of a conflict between this MOU and the Terms of Reference, the MOU will prevail.

TERM AND TERMINATION

26. This MOU will take effect upon the adoption of authorizing Council resolutions by each Party.
27. The parties recognize that this MOU is a living document and may be subject to amendment from time to time by mutual agreement. The amendments must be in writing and authorized by Council resolution of each Party.
28. This MOU 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.

COMMUNICATION

29. The Parties acknowledge that the success of government-to-government relationships depends upon open and transparent communications based on trust, respect and mutual understanding.
30. In cases where a Party wishes to provide information to the other Party in expectation of confidentiality, it may so indicate, and the other Party will, acting reasonably, accept and hold such information in confidence to the extent permitted by law.
31. Each of the Parties acknowledges that information it provides to the other Party in the course of activities contemplated by this MOU may be subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia) ("**FIPPA**"). The Parties acknowledge that decisions made by the District under FIPPA are subject to review by BC's Information and Privacy Commissioner, and further by the courts of BC.
32. Where one Party receives a request to disclose information related to this MOU, information exchanged in connection with this MOU, or activities carried out pursuant to this MOU, that Party will refer the disclosure request to the other Party for consultation regarding any confidential or sensitive information. The Parties agree that consultation regarding records is subject to the time limitations for response established in FIPPA.

EFFECT OF AGREEMENT

33. This MOU does not in any way fetter, limit or restrict the jurisdiction of the respective Parties nor does it commit a Party to any obligation not specifically set out herein.
34. This MOU in no way abrogates or derogates from the rights of Snaw-naw-as under section 35 of the *Constitution Act, 1982* or the *United Nations Declaration of the Rights of Indigenous Peoples*.

35. This MOU is not a Treaty or land claim agreement and this MOU does not limit any rights under section 35 of the *Constitution Act, 1982*.
36. This MOU does not create any rights or legal obligations between the Parties.

GENERAL

37. Nothing in this MOU or in the Parties' dealings with each other is intended to be interpreted as creating an agency relationship, joint venture or partnership of any kind between the Parties or as imposing on any of the Parties any partnership duty, obligation or liability to any other Party or to any other person.
38. Each of the Parties agrees to execute other documents and instruments, and to do other things as they are authorized to do and as may be necessary to implement and carry out the intent of this MOU.
39. The Parties will make best efforts to ensure the matters contemplated by this MOU are carried out in a timely manner and in accordance with agreed upon timelines.
40. This MOU is without prejudice to the existing rights, positions, powers and obligations of either Party, including under applicable legislation, Indigenous law or other sources of law.
41. This MOU:
- (a) is without prejudice to the existing rights and positions of non-parties;
 - (b) does not fetter the discretion of either Party; and
 - (c) does not limit the positions that any Party may take in future negotiations.
42. Where a dispute among the Joint Working Group has not been resolved by informal communications, it may be referred to the Parties to resolve the dispute. Where the Parties are unable to resolve a dispute by special meeting, any Party may request a dispute resolution session with the procedure mutually agreed upon and cost-shared.
43. Each of the Parties warrants to the other that it has the authority to enter into this MOU.
44. This MOU may be executed in counterparts and if so executed such counterparts will be read and construed together as if they formed one document. A counterpart signed by a Party and delivered electronically will have the same effect as a counterpart originally signed and delivered by such Party.

45. The Parties indicate agreement with this MOU by their signatures below.

DISTRICT OF LANTZVILLE

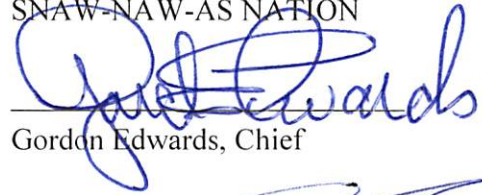


Mark Swain, Mayor



Trudy Coates,
Director of Corporate Administration

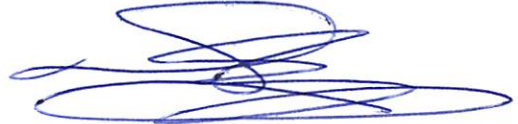
SNAW-NAW-AS NATION



Gordon Edwards, Chief



Brent Edwards, Councillor



Kam Proctor



Cheryl Jones



Schedule 'A'



District of Lantzville & Snaw-naw-as First Nation

Joint Working Group Terms of Reference



1. Joint Working Group Mandate

- 1.1. Deal with or resolve issues or matters of mutual interest referred by the Councils.
- 1.2. Ensure to the extent possible that initiatives of each Party do not negatively impact the other community.
- 1.3. Deal with issues or matters that are of a shared concern or mutual benefit to the two communities.
- 1.4. Recommend to the Parties plans, policies, agreements, or other actions or initiatives that would be of mutual benefit to the communities.
- 1.5. All meetings and minutes of the Joint Working Group will be held or created in the expectation of confidentiality.
- 1.6. The Joint Working Group may consider if a recommendation to the Parties should be made in confidence and, if so, the Parties will make best efforts to maintain confidentiality over the recommendation to the extent permitted by law including, without limit, the *Community Charter* and FIPPA.
- 1.7. If a Party expects it will be unable to maintain confidence over a recommendation, including because its Council is unable to consider the recommendation in a meeting closed to public, then:
 - 1.7.1. the Party will notify the Joint Working Group of such before submitting the recommendation to Council or otherwise making it public; and
 - 1.7.2. the Joint Working Group may reconsider whether it wishes to make the recommendation and may revoke or amend the recommendation.

2. Duties

- 2.1. Provide the Parties with recommendations on matters or issues they referred to the Joint Working Group, including the key priorities set out at section 11 of the MOU, and other issues of shared interest.

3. Membership and Term

- 3.1. The Joint Working Group is comprised of six voting members: three District staff members appointed by the District's CAO, and three members appointed by the Snaw-naw-as First Nation Council.

- 3.2. Additional, non-voting individuals may participate in meetings at the discretion of the Joint Working Group or as referred by the Parties.
- 3.3. The Joint Working Group will appoint from its members two co-chairpersons, which will be one representative from the District and one representative from Snaw-naw-as, who will preside at all meetings and may participate fully in meetings, including voting. The appointment of co-chairpersons will take place annually at the first meeting of the Joint Working Group.
- 3.4. The District will provide a recording secretary for every Joint Working Group meeting who is not a member of the Joint Working Group and who may not vote.
- 3.5. Members will be appointed for two-year terms.

4. Operation of the Committee

4.1. Meeting Schedule

- 4.1.1. Unless otherwise agreed to by the Joint Working Group, the Joint Working Group will meet on the first Tuesday of the month at 9:30 am on an as needed basis, except August.
- 4.1.2. The Joint Working Group meeting will take place in the District Council Chambers or the Snaw-naw-as office, on a monthly rotational basis, or virtually.
- 4.1.3. The order of business will be as established by the co-chairpersons.

4.2. Minutes and Agendas

- 4.2.1. Agendas will be prepared and distributed to the Joint Working Group members by the co-chairpersons at least five days prior to the meeting.
- 4.2.2. The Joint Working Group will develop standing agenda items, which may be amended from time to time by the Joint Working Group.
- 4.2.3. The recording secretary will take minutes and the draft minutes will be placed on the next meeting agenda for adoption by the Joint Working Group. Once the minutes are adopted by the Joint Working Group, the minutes will be circulated to the Parties.
- 4.2.4. Any recommendations requiring the Party(s) approval will be submitted to the Party(s) by the co-chairpersons.

4.3. Procedure

- 4.3.1. Meetings will be conducted in accordance with Robert's *Rules of Order* unless otherwise provided in this TOR.

4.4. Time Limits

- 4.4.1. The Joint Working Group meetings will not exceed two hours in duration, unless the time is extended by unanimous vote of the Joint Working Group.

5. Authority

- 5.1. The Joint Working Group does not have the authority to financially encumber the Parties in any way.
- 5.2. The Joint Working Group does not have the authority to change bylaws or policies of the Parties.
- 5.3. The Joint Working Group does not have the authority to direct the work of staff of the Parties.