



MEMORANDUM OF UNDERSTANDING



BETWEEN:

Songhees Nation
("Songhees")

and

The City of Colwood
("Colwood")

WHEREAS:

A. The Government of Canada ("**Canada**") holds registered title to the lands described as:

Parcel Identifier 001-057-596

Lot 1, Sections 1, 15, 30, 33, 34 and 101, Esquimalt District, Plan 37121, except Parts in Plans VIP80611, VIP80613, VIP80615 and VIP80616

(the "**Royal Roads Lands**");

B. The Royal Roads Lands are in the traditional territory of the Lekwungen, which includes the Songhees Nation;

C. The Royal Roads Lands are within the boundaries of Colwood;

D. Songhees is negotiating a land claim agreement under the British Columbia Treaty Process through the Te'mexw Treaty Association;

E. Songhees has expressed an interest in having some or all of the Royal Roads Lands included in its treaty settlement lands;

F. Songhees has expressed the view that the inclusion of some or all of the Royal Roads Lands is a crucial step to the successful completion of treaty negotiations;

G. The inclusion of all or part of the Royal Roads Lands within treaty settlement land under a modern land claim agreement negotiated under the British Columbia Treaty Process could affect the boundaries, infrastructure and plans of Colwood;

H. Colwood participates in the Treaty Advisory Committee established in respect of the lands claim agreement negotiations being carried out by the Te'mexw Treaty Association;

I. Colwood has identified and continues to identify the interests of the residents of Colwood in the future management of the Royal Roads Lands;

- J. Colwood has an interest in the integration of any development of the Royal Roads into the infrastructure and planning vision of Colwood;
- K. Colwood has an interest in the protection of lands for park, trail and other recreation purposes;
- L. Songhees and Colwood have a shared interest in the continued operation of Royal Roads University;
- M. Songhees and Colwood have a shared interest in protecting the environmental value of Royal Roads;
- N. Songhees and Colwood have a shared interest in protecting the heritage value of sites , buildings and grounds of Royal Roads;
- O. Songhees and Colwood have a shared interest in protecting the migratory bird sanctuary at Royal Roads;
- P. Colwood has an interest in Songhees participating in the review of Colwood’s Official Community Plan;
- Q. Colwood and Songhees have identified a shared interest in working together regarding the future of the Royal Roads Lands.

IT IS AGREED:

1. This Memorandum of Understanding establishes a framework for engaging in a process of:
 - a. Working collaboratively to gather and share information with respect to each other’s interests in the Royal Roads Lands;
 - b. Listening respectfully to and considering each other and each other’s concerns regarding the Royal Roads Lands;
 - c. Gathering and sharing information with respect to the physical, environmental, cultural, heritage and social value of the Royal Roads Lands;
 - d. Gathering and sharing information about the effect of the inclusion of all of part of the Royal Roads Lands in the Songhees treaty settlement lands;
 - e. Considering each other’s views and interests regarding the Royal Roads Lands during the review of Colwood’s Official Community Plan and seeking to reach agreement on how to reflect those interests in the Official Community Plan;
 - f. Discussing and attempting to reach agreement on how and to what extent the interests of Songhees, Colwood and the public can be best addressed and reconciled in a mutually agreeable manner;

- g. Working collaboratively and constructively on issues pertaining to access to and servicing of the Royal Roads Lands and the management of the Colwood Creek watershed should Songhees acquires some or all of the Royal Roads Lands;
 - h. Discussing how best to communicate with and gather information from members of the public;
 - i. Identifying and attempting to procure funding to support the participation of Songhees and Colwood in this process; and
 - j. Such other matters as the parties may agree.
2. This Memorandum of Understanding is not intended to create legally binding obligations or affect the rights, interests, duties or obligations of any party except as set out in paragraphs 3, 4, 5, 9, and 10 hereof, and, in particular, without limitation, this Memorandum of Understanding:
- a. Is a not a treaty or lands claim agreement within the meaning of s. 35 of the ***Constitution Act, 1982***;
 - b. Does not abrogate or derogate from the Section 35 rights of Songhees;
 - c. Does not abrogate from or derogate from the Section 35 rights of any other First Nation or aboriginal group;
 - d. Does not affect or discharge any aspect of the duty to consult that may be owed by the Federal or Provincial Crown in respect of the Royal Roads Lands to Songhees or any First Nation or aboriginal group;
 - e. Does not fetter the discretion or action of the Council of Songhees or the Council of Colwood 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***.
3. All discussions carried out pursuant to this Memorandum of Understanding will be without prejudice, unless otherwise mutually agreed upon, in writing.
4. Any agreements will be in writing and must be ratified in accordance with any applicable statutory processes.
5. Any information exchanged by the parties to this Memorandum of Understanding will be kept confidential, except:
- a. as may be required by law;
 - b. Colwood will make every effort to keep all information relating to this MOU confidential, however, Colwood must comply with the requirements of the *Freedom of Information and Protection of Privacy Act* and the *Personal Information Protection Act*.

- c. As may be required by a party to this Memorandum of Understanding to obtain professional advice from its legal counsel or other advisors who are bound to keep such information confidential;
 - d. As may be disclosed by third parties who acquired such information through no fault of Colwood or Songhees; or
 - e. as the parties may, in writing, agree.
6. Each of the parties will appoint a representative or representatives to represent it in connection with the matters which are the subject of this Memorandum of Understanding.
7. The representatives of each party will within ten days of the signing of this Memorandum of Understanding meet and agree on a work plan for carrying out the activities contemplated in this memorandum of Understanding.
8. The representatives will report back to their respective councils at least every thirty days.
9. If a dispute arises between the parties to this Memorandum of Understanding with respect to this Memorandum of Understanding:
 - a. The representatives of each party will meet and attempt to resolve the dispute;
 - b. If the representatives are unable to resolve the dispute, the Chief Administrative Officers of each party will meet and attempt to resolve the dispute;
 - c. If the Chief Administrative Officers are unable to resolve the dispute, the Mayor and the Chief will meet and attempt to resolve the dispute.
10. Unless otherwise agreed in writing, this Memorandum of Understanding will terminate on the earlier of:
 - a. The tenth day after the date either party gives written notice to the other of its intention to terminate; or
 - b. The second anniversary of the date this Memorandum of Understanding has been signed and delivered by both parties.

Signed on Monday, the 27th day of March, 2017:



Chief of Songhees



Mayor of Colwood