

# **Memorandum of Understanding**

## **shíshálh Nation And Sunshine Coast Regional District (SCRD)**

### **Background**

- a) shíshálh Nation (“shíshálh”) has Aboriginal Title and Rights throughout shíshálh swiya (world, birthplace, lands, “swiya”);
- b) shíshálh became a member of the Sunshine Coast Regional District (SCRD) through the Sechelt Indian Government District following the enactment of the *Sechelt Indian Band Self-Government Act* in 1986;
- c) shíshálh and the SCRD have a long history of working together collaboratively to address challenges for the betterment of all those who choose to make the swiya home;
- d) In 2019 the Provincial Government passed the *Declaration on the Rights of Indigenous Peoples Act* (Declaration Act) which commits to the full implementation of the *United Nations Declaration on the Rights of Indigenous Peoples* (UN Declaration) and affirms that the UN Declaration applies to the laws of British Columbia;
- e) In 2016 Canada adopted the United Nations Declaration on the Rights of Indigenous Peoples without reservation, and in 2021 enacted the *United Nations Declaration on the Rights of Indigenous Peoples Act*;
- f) shíshálh and SCRD wish to further strengthen their relationship and patterns of co-operation with each other in a manner that is consistent with the standards of the UN Declaration and the provisions of the *Declaration Act*, recognizes and respects shíshálh Title and Rights, and acknowledges SCR D’s roles and responsibilities in its letters patent and under British Columbia legislation;
- g) SCR D members, including shíshálh, have experienced significant water shortages for some years and are looking for opportunities to expand potable water access and supply;
- h) The Sunshine Coast Regional District was granted the function of Water Supply and Distribution by Supplementary Letters Patent and has established a local service for the purpose of providing potable water to residents of the SCR D within the Water Supply and Distribution area;

- i) shísháhlh and the SCRD have a mutual interest in improving and maintaining the safety and quality of their potable water supply to ensure secure long-term supply of water for all residents within their jurisdictions;
- j) This MOU builds upon the Joint Watershed Management Accord signed in 2011 between shísháhlh and the SCRD;
- k) shísháhlh Nation and the SCRD have a collective interest in developing water reservoirs on the shísháhlh Nation gravel lands within the Heidelberg Mine Site (the "Proposed Project")
- l) Since 2020, shísháhlh has completed several studies to determine the feasibility of the Proposed Project;
- m) shísháhlh and the SCRD enter into this MOU to establish a process for collaborative joint submission of a project proposal for the Proposed Project (Project Proposal), negotiation of service agreements, developing of the Proposed Project, and to explore and find additional solutions to address the ongoing water crisis including water conservation, sustainability, and supply.

## **1. Principles**

- 1.1 The Parties will be guided by the principles of mutual respect, a commitment to collaborative problem-solving, and recognition of the necessity for open sharing of information and communication as well as meeting the standards of the UN Declaration.
- 1.2 The Parties will be guided by the collaboratively established attached vision and values (Appendix A).

## **2. Purpose and Scope**

- 2.1 shísháhlh and the SCRD (each a "Party" and together the "Parties") will work together to co-operatively develop the Project Proposal and jointly apply to the Disaster Mitigation and Adaptation Fund.
- 2.2 Enter into negotiations with the goal of completing agreements regarding interconnection, service options and development of the Proposed Project.
- 2.3 Continue to explore opportunities for other sources of funding.
- 2.4 The Parties commit to working diligently to solve the ongoing water crisis and the Parties recognize that only through joint and immediate action can we meet the needs of shísháhlh members and Sunshine Coast residents.

- 2.5 The development of the Proposed Project will include: the development of recommendations for shíshálh Chief and Council and the SCRD Board on options to develop regulate, operate, maintain and divert water; the review and assessment of SCRD's water requirements, shíshálh Title and Rights, and the Province's permit process and requirements; the identification of critical information deficiencies and proposals to address the deficiencies; and development of a joint project description and funding proposal.
- 2.6 The negotiation of interconnection and service agreements for the Proposed Project may include, but is not limited to, operational, land lease, and other agreements which the parties will make their best efforts to negotiate and finalize in a timely fashion.
- 2.7 Both parties acknowledge and agree that the finalization of a joint Project Proposal and the completion of any agreements will be subject to SCRD Board and shíshálh Chief and Council approval and may require amendments to bylaws authorizing existing services and approval of the electors within the water supply and distribution area of the SCRD.
- 2.8 shíshálh designates CAO Sean Maloney and Jasmine Paul as its representatives to administer and to liaise with the SCRD with respect this MOU.
- 2.9 SCRD will delegate a representative(s) in accordance with the SCRD Delegation Bylaw to administer and to liaise with shíshálh with respect this MOU.
- 2.10 Either party may change or provide temporary alternatives for its representative and will provide the other party with written notice of such change.
- 2.11 In addition to the parties' respective representative(s):
- a) the parties will develop one or more technical teams or working groups to work on various aspects of the Project Proposal and Project as may be necessary; and
  - b) shíshálh Chief and Council and SCRD Board may meet in person as often as the parties deem necessary to review progress and resolve issues with respect to the Project Proposal and Proposed Project.
- 2.12 The SCRD will take all prudent measures to ensure that any information, including traditional knowledge, documents, reports, or other material ("Information") provided to it by shíshálh pursuant to or in connection with this MOU is treated as confidential and is not disclosed to any person except as required by law. This confidentiality obligation is intended to be legally binding on the SCRD.

- 2.13 The shíshálh will take all prudent measures to ensure that any information, documents, reports, or other material ("Information") provided to it by SCRD pursuant to or in connection with this MOU is treated as confidential and is not disclosed to any person except as required by law. This confidentiality obligation is intended to be legally binding on the shíshálh.
- 2.14 Both parties acknowledge and agree that the Crown's obligation to consult and accommodate with shíshálh is beyond the scope of this MOU and is not affected by the existence of this MOU, nor anything provided for, or undertaken pursuant to, this MOU.
- 2.15 Except where specifically indicated, this MOU is not intended to be a legally binding agreement in addition to any other agreements that already exist between the parties and is not intended to replace any existing agreement.
- 2.16 This MOU does not:
- (a) abrogate or derogate from, define, limit, or affect any Aboriginal right, title, or interest of shíshálh recognized and affirmed by section 35 of the *Constitution Act, 1982*; or
  - (b) prejudice or affect each of the Parties' respective rights, powers, duties, or obligations

### **3. Term**

- 3.1 This MOU will be in place for one year from the date of signing.
- 3.2 Upon execution, the parties will work diligently to establish and agree upon a work plan for the forthcoming twelve-month period, at the conclusion of which, the parties will review this MOU with their principles with the goal of renewing support for ongoing work (and another twelve-month work plan) on the Project
- 3.3 Each Party can terminate this MOU with thirty days notice in writing.
- 3.4 The parties may amend or extend the MOU by mutual agreement.

## Appendix A

### Core Shared Water Values

- **Collaboration:** We must strengthen collaboration through honesty, trust, and transparency. We know we are stronger and can be faster working together. We recognize the decisions we make have long-term impacts and will seek youth involvement in the implementation of these values.
- **Sustainability, protection, resiliency, and a respect for nature:** Together we seek to protect the environment, growing sustainably through planning that is respectful for the natural world while providing sustainable service delivery.
- **Reconciliation, upholding UNDRIP, and recognition of Title and Rights:** Reconciliation requires we work together in new ways to implement UNDRIP, develop decision-making frameworks and incorporate indigenous values.

### Shared Water Vision

The shíshálh Nation, Sunshine Coast Regional District, Town of Gibsons, and District of Sechelt share a deep commitment to cooperatively manage water resources sustainably while respecting and connecting with nature. Our collaborative goal is to create vibrant neighbourhoods and economies while taking a multi-generational approach to protecting watersheds and other natural resources for future generations.

We acknowledge that achieving our collective water conservation goals require a fundamental shift in the ways we utilize water. We recognize a collective responsibility to care for drinking water and that we must build off each other's strengths, leveraging shared resources to make transformative shifts. We advocate for transformative shifts by empowering our communities to preserve this scarce resource through education, innovation, and collaboration. We strive to foster a sustainable future where water is utilized responsibly for the benefit of both present and future generations.

Reconciliation, upholding UNDRIP, and the recognition of shíshálh and Squamish Title and Rights are important parts of these significant changes. Changing mindsets and ways of using water will require monumental efforts by each of our governments. Our governments must each take monumental steps towards shifting perspectives on individual and commercial water use practices, adopting innovative technologies and effective solutions as we navigate climate change and evolving communities. Living this vision requires that we consistently engage in dialogue, respect our shared values, and seek a mutual path forward.

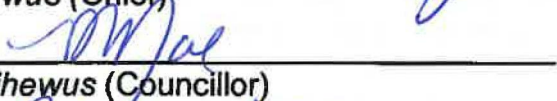
This MOU is hereby accepted and agreed to this   14   day of   July   2023.

**shishálh Nation**, by its authorized representatives:

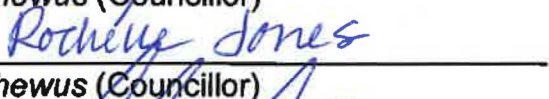
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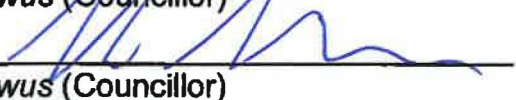
hiwus (Chief)

  
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hiwus (Councillor)

  
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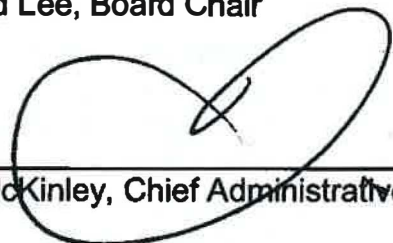
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hiwus (Councillor)

**Sunshine Coast Regional District**, by its authorized representatives:

  
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Leonard Lee, Board Chair

  
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Dean McKinley, Chief Administrative Officer