



## MEMORANDUM OF UNDERSTANDING

The effective date of this memorandum of understanding (“**MOU**”) is: April 15, 2021  
(the “**Effective Date**”)

BETWEEN

WEST MOBERLY FIRST NATIONS (“**WMFN**”)

AND

PEACE RIVER REGIONAL DISTRICT (“**PRRD**”)

(individually a “**Party**” and collectively, the “**Parties**”)

### WHEREAS:

- A. WMFN is a nation of Aboriginal peoples located in north east British Columbia who possess Treaty 8 rights within the geographic area covered by Treaty 8 and Aboriginal rights throughout WMFN’s traditional territory that are recognized and affirmed by section 35 of the *Constitution Act*, 1982.
- B. PRRD is British Columbia’s largest regional district, encompassing four rural electoral areas B, C, D, E and seven municipalities, providing a wide range of services to the citizens within their local government area.
- C. The Parties collectively wish to develop an agreement laying out how the two entities will work together on common issues.
- D. The Parties agree that the purpose and intent of this MOU is to facilitate a flexible, clear, and reasonable process for communication and each Party shall participate fully and in good faith, in that process.
- E. The Parties agree that to proceed there is a need for cooperation, trust and respect.
- F. The Parties acknowledge a responsibility to communicate openly and fairly to formalize any mutually beneficial agreements that addresses the issues and concerns of both Parties that may flow from this MOU.

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

- 1. The Parties commit to convene a minimum of one (1) meeting per calendar year between WMFN’s Chief and a senior representative of PRRD to support the relationship between the Parties or on a frequency and with the attendees agreed to by the Parties. The purpose of these meetings is to:
  - a. facilitate understanding between the Parties of each Party’s roles, responsibilities and obligations regarding local issues, initiatives, activities, considerations, and concerns;
  - b. develop an understanding between the Parties regarding potential impacts that may result from each Party’s activities;

- c. provide a forum for the open and transparent discussion of local issues, initiatives, activities, considerations, and concerns; and
  - d. provide a forum to advance and/or support each Party's interests and initiatives.
2. The Parties agree that it is essential to exchange information and build an understanding of each Party's needs and interests. Areas of common interest to be discussed may include but not limited to:
    - a. environmental and cultural interests;
    - b. commercial development and opportunities;
    - c. shared services;
    - d. zoning;
    - e. regional economic development; and
    - f. municipal service agreements.
  3. PRRD acknowledges that any information regarding the history, traditions, customs, business interests and activities of WMFN is the property of the WMFN ("WMFN Knowledge"). If WMFN Knowledge is disclosed by WMFN to PRRD, it shall be treated as confidential and PRRD may not disclose it to anyone without the prior written consent of WMFN.
  4. WMFN acknowledges that information shared by PRRD that is not publicly known, is the property of PRRD ("PRRD Private Information"). WMFN agrees to keep PRRD Private Information confidential and to not disclose PRRD Private Information to anyone without the prior written consent of the PRRD.
  5. The Parties agree that this MOU shall not be interpreted in a manner that extinguishes, abrogates, or diminishes the rights of any Party, including the Aboriginal rights and title of WMFN which are protected under section 35 of the *Constitution Act, 1982*.
  6. This MOU shall be effective for a period of 3 years from the Effective Date, unless the Parties agree to extend the term.
  7. Either Party may terminate this MOU upon 15 days' written notice to the other Party, if it reasonably believes that the other Party is not acting in good faith.
  8. This MOU is not a binding agreement except with respect sections 3, 4, and 5, which shall survive the termination or expiry of this MOU, and to the extent that this MOU establishes an obligation on each Party to work together in good faith.

IN WITNESS WHEREOF the Parties have agreed to this Memorandum of Understanding on the dates noted below:

**West Moberly First Nations**, by its  
authorized signatory:

\_\_\_\_\_  
Chief Roland Willson

**Peace River Regional District**, by its  
authorized signatory:

\_\_\_\_\_  
Name:  
Title: