



MEMORANDUM OF UNDERSTANDING

Dated for reference July 10, 2026

BETWEEN:

WJOLELP (Tsartlip First Nation) and WSIKEM (Tseycum First Nation) via the WSÁNEĆ LEADERSHIP COUNCIL SOCIETY, a unified, administrative body working to promote the interests of WJOLELP (Tsartlip First Nation) and WSIKEM (Tseycum First Nation), as represented by the WSÁNEĆ Leadership Council Society Board of Directors, having an administrative office at 800b, Stelly's Cross Road, Saanichton, BC, V8M 1J4
(the "WLC")

AND:

Town of Sidney, a Municipality in the Province of British Columbia, as represented by its Mayor and Council, having an administrative office at 2440 Sidney Avenue, Sidney, BC V8L 1Y7.
(the "Town")

(Collectively "the Parties")

WHEREAS:

- A. The Town is located entirely within the WSÁNEĆ territory. The WSÁNEĆ peoples have stewarded the lands and waters within their territories since time immemorial.
- B. The WSÁNEĆ Leadership Council Society's guiding principles are grounded in the WSÁNEĆ natural laws and beliefs passed down by WSÁNEĆ ancestors.
- C. WSÁNEĆ rights are affirmed and recognized under section 35 of the *Constitution Act, 1982*.

- D. The Town of Sidney is a municipality under the *Community Charter of British Columbia* having jurisdiction in respect of matters delegated to it by the Province of British Columbia.
- E. British Columbia has enacted the *Declaration on the Rights of Indigenous Peoples Act*, and the 2018 MOU between Union of BC Municipalities (UBCM) and the Ministry of Indigenous Relations and Reconciliation (MIRR) affirms the role of local governments in fostering relationships built on honesty, respect and undertaking reconciliation at the community level.
- F. The Town commits to upholding the spirit and aspirations of UNDRIP, including the goal of seeking consent, in a manner that does not fetter the Town's Mayor & Council decision-making authority as delegated to it by the Province of British Columbia.
- G. The WLC, acting in the interests of WJOLELP (Tsartlip First Nation) and WSIKEM (Tseycum First Nation), and the Town wish to explore new ways to support an ongoing, positive, co-operative and mutually respectful government-to-government relationship, based on ÁTOL¹ (respect), ČÁINEUEL² (co-operation), and HIWESTEL³ (partnership).
- H. For WSÁNEĆ, the concepts of EN ŚWIST E TFEN S,HELI⁴, SKÁLS⁵, ČELÁNEN⁶, WSÁNEĆ,EL⁷, and NEHIMET⁸ form an integral part of these discussions. The Town commits to working with WSÁNEĆ to understand these concepts and discuss how they will be reflected in future agreement(s).

TERMS OF REFERENCE

1. This Memorandum of Understanding represents a commitment by the WLC and the Town to collaboratively develop and implement a work plan to address the Priority Topics listed below.

¹ "Mutual respect for the rights of others (with life)." The WSÁNEĆ concept of ÁTOL extends to all life, including water.

² "Working together."

³ "To honour one another."

⁴ "Where you can paddle to within your life." This concept is used to represent WJOLELP territory.

⁵ "Belief or law." The English concepts of "belief" and "law" are interchangeable in SENĆOŦEN.

⁶ "Ancestor; tradition; heritage; birthright; speeches; history; what has been handed down through generations; and, something that belongs here."

⁷ "Of the WSÁNEĆ People; or, of the WSÁNEĆ Lands." This term refers to the ways of the WSÁNEĆ people.

⁸ "Ancestral, family name, birthright name." The ancestral names that establish WSÁNEĆ peoples' responsibilities to the land and water.

2. The Parties commit to collaborating on the following Priority Topics:
 - a. Governance
 - b. Economic & Employment Opportunities
 - c. Protection of Ancestral Sites
 - d. Park Management
 - e. Environmental Protection
 - f. Land Acquisition
 - g. Art, Place Names & Public Education
 - h. Harvesting Opportunities
 - i. Cultural Learning Opportunities for Council & Staff
 - j. Any other topics identified and agreed to by the Parties.
3. The Parties acknowledge that certain Priority Topics may extend beyond the jurisdiction of the Town and might require joint advocacy to the province.
4. The Parties acknowledge there may be a need to clarify protocols for Town communication and consultation with WLC's member Nations on some topics.

PROCESS FOR COLLABORATING ON PRIORITY TOPICS

5. Town and WLC staff will collaboratively develop a work plan to address the Priority Topics. The Parties will review, if necessary, amend, and approve the work plan annually at their regular bi-lateral meetings.
6. The Parties recognize that not all Priority Topics will be addressed concurrently. A prioritization will be negotiated as part of the workplan.
7. Town and WLC leadership and staff are committed to holding ongoing regularly scheduled meetings and to review progress on the Priority Topics.
8. Discussions will be guided by principles of open communication, mutual respect, and a constructive approach to addressing differences and seeking pathways to respectful government-to-government relationship.
9. The Parties will each assign representatives for the workplan discussions. The Parties may involve other persons in the discussions, with prior notice to the other Party.
10. For specific Priority Topics, the Parties will establish a working group or working groups composed of designates of WLC, and staff from the Town, including the

Department of Engineering, Planning, Administration, and other departments and divisions, as required.

11. Where the Parties agree, the workplan can include the development of a Terms of Reference for the negotiation of a partnership agreement as related to a specific Priority Topic.
12. The Parties agree to annual government-to-government meetings (leadership & elected representatives) once per year to assess progress, and monthly staff-level meetings. Additional topic- specific meetings may be held, as required.

FUNDING & RESOURCES

13. To begin discussions and develop an initial work plan, the Town of Sidney commits to \$30,000 of funding in 2026 to be considered in the Financial Plan. This funding is calculated based on \$15,000 annually to each signatory First Nation.
14. For the ongoing pursuit of the joint priorities and work plan identified through this MOU and the annual work items, the Town will contribute annual funding to the WLC to support the implementation of this MOU, to be considered in each of the Town's Financial Plan, subject to yearly approval by the Town Mayor & Council.
15. In 2026 the WLC will share with the Town its Local Government Funding Framework, including a proposed level of ongoing annual funding for this MOU, for consideration by the Town of Sidney.
16. Additional funding and resources may be available, for priority joint initiatives and specific projects, subject to annual approval in the Town's Financial Plan.

OTHER

17. The Parties will review the terms biennially.
18. This Letter is not legally binding and does not create, amend, define, affirm, recognize, deny, abrogate, or derogate from any legally enforceable rights, including but not limited to any Treaty rights or Aboriginal rights, including title, which are recognized and affirmed by section 35 (1) of the *Constitution Act, 1982*.

19. For greater certainty, this Letter is not intended to constitute a treaty or land claims agreement within the meaning of Sections 25 and 35 of the *Constitution Act, 1982*.

20. This Letter, the negotiations conducted pursuant to this Letter, and all related documents are confidential unless the Parties otherwise agree in writing.

21. This Letter, the negotiations conducted pursuant to this Letter, and all related documents, are without prejudice to the positions of the Parties in any proceedings before a court or other forum and shall not be construed as admissions of fact or liability.

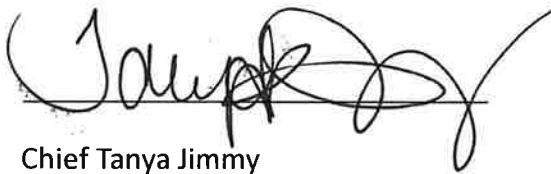
The Parties hereby execute this Letter as of the date first written above.

On behalf of the **Tsartlip First Nation**



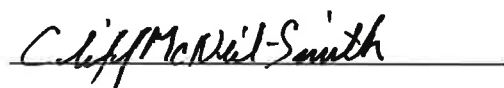
Chief Curtis Olsen

On behalf of the **Tseycum First Nation**



Chief Tanya Jimmy

On behalf of the **Town of Sidney**



Mayor Cliff McNeil-Smith



LIAM EDWARDS
CHIEF ADMINISTRATIVE OFFICER