

# Memorandum of Understanding

This Memorandum of Understanding has been made as of \_\_\_\_\_ [date] between

Cariboo Regional District  
180 North Third Avenue, Suite D  
Williams Lake, BC  
V2G 2A4

And

Nazko First Nation  
405 Barlow Ave, Box 4129  
Quesnel, BC  
V2G 1N3

**Whereas** Nazko People have lived on their Territory since time before memory and have never ceded, sold, abandoned, or otherwise surrendered any part of their Aboriginal Title to their Territory. Nazko Territory includes all lands, resources, lakes and river extending from the rocky mountains in the east to the coast mountains in the west and between the great rivers of the Nechako River to Chilcotin River. Nazko asserts the existence of inherent Aboriginal Title and Rights in British Columbia, as recognized and affirmed by S. 35(1) of the *Constitution Act* (1982).

**Whereas** The Cariboo Regional District (CRD) has been granted governing authority over areas within Nazko Territory by the provincial government of British Columbia, legislated by the *Local Government Act* (2015). The CRD defines their purpose as: (a) providing good government for its community (b) providing the services and other things that the board considers are necessary or desirable for all or part of its community; (c) providing for stewardship of the public assets of its community, and; (d) fostering the current and future economic, social and environmental well-being of its community.

**Whereas** Both Nazko and CRD have prioritized emergency management within their jurisdictional boundaries, and each party holds significant responsibility for ensuring community safety and resilience. There is recognition that disasters such as wildfire and floods occur at a scale that transcends borders and there are mutual benefits for Nazko and CRD to work collaboratively on emergency management projects, files, and portfolios within the four pillars of emergency management which include mitigation, preparedness, response and recovery.

**Therefore, be it resolved** that Nazko First Nation and Cariboo Regional District agree to work collectively to advance collaborative emergency management within the four pillars of mitigation, preparedness, response and recovery according to the terms set out in this Memorandum of Understanding as follows:

## Terms

1. This Memorandum of Understanding is for a term of two years commencing on the day of signing. The terms can be reviewed, updated and terminated at anytime at the request of either party, and amended with mutual agreement in writing.
2. The parties outlined in this agreement include political and administrative leadership, emergency management and natural resource staff and approved contractors working with Nazko and CRD. There is a recognition that there are several other entities that play a role in emergency management including BC Ministry of Emergency Management and Climate Readiness, Indigenous Services Canada, First Nations Emergency Services Society, BC Wildfire Service, and several other local, provincial and federal agencies. This MOU applies to the relationship between Nazko and CRD.
3. The parties agree to open and continuous dialogue on the emergency management portfolio including:
  - Exchange of ideas, experiences, and best practices on relationship-building and working effectively together
  - Strategic advice, guidance and opportunities to collaborate on projects in mitigation and preparedness including, but not limited to, scoping, design, permitting, funding, construction, and monitoring
  - Identify and address potential strategic operational and jurisdictional gaps, issues and opportunities
  - Approved joint information releases to guide response and recovery actions
  - Sharing of information on emergency management projects that may influence respective jurisdictional boundaries
  - Opportunities to build trust and strengthen the relationship between Nazko and CRD
  - Approaching the collaborative agreement in good faith to review and implement recommendations and actions, as agreed to by Nazko and CRD, in a timely manner
4. This MOU is not intended to replace the legal duty to engage Nazko First Nation.