

**AGREEMENT  
IN PRINCIPAL**

THIS AGREEMENT dated for reference the 21<sup>st</sup> day of November, 2006.

BETWEEN:

**TSARTLIP 1<sup>ST</sup> NATIONS**  
P.O. Box 70  
Brentwood Bay BC V8M 1R3

(1<sup>st</sup> Nations)

AND

**SONGHEES 1<sup>ST</sup> NATIONS**  
1500 C Admirals Road  
Victoria BC V8A 2R1

(1<sup>st</sup> Nations)

AND

**CITY OF LANGFORD**  
2<sup>nd</sup> Floor, 877 Goldstream Avenue  
Langford BC V9B 2X8

(the City)

AND:

**BEAR MOUNTAIN MASTER PARTNERSHIP/  
LGB9 DEVELOPMENT CORPORATION**  
#208 - 2800 Bryn Maur Road  
Langford B.C. V9B 3T4

(Bear Mountain)

AND:

**THE PROVINCE OF BRITISH COLUMBIA**  
Parliament Buildings  
Victoria BC

(the Province)

Below is listed the contents of what the Group has agreed upon.

**A. TSARTLIP/SAANICH**

1. Provincial government to ensure Sewer and Water to the 20 acres;
2. \$2 million from Provincial government for infrastructure up to the Tsartlip Lands;
  - Bear Mountain to contribute \$6 million to provide infrastructure up to the Tsartlip lands;
  - Bear Mountain assistance to provide assistance on layout for Tsartlip lands.
3. Firewood available to First Nations through Bear Mountain;
4. Employment opportunities for 1<sup>st</sup> Nations within Bear Mountain (Casino)
5. Site recognition/Display within Bear Mountain village;
6. Identify sacred sites (Ron Sam and Les Bjola GPS);
7. Protect Guardian Rocks (build pedestrian trail, public education and awareness);
8. Sacred site ceremony - Cave.

**B. SONGHEES**

1. Identify sacred sites;
2. Highway, Provincial Capital Commission lands to be transferred to Songhees;
3. Sacred site ceremony on sites in rights of way of development;
4. Legal fees \$20,000 -- Songhees to be covered by Province.

*Tsartlip*

**C. BEAR MOUNTAIN**

1. Bear Mountain is to receive Lot 28 Provincial Capital Commission land from the Province;
2. \$350,000 to Bear Mountain plus Archeological and \$100,000 legal fees from Provincial Government.

**D. 1<sup>st</sup> NATIONS CASINO at BEAR MOUNTAIN  
Joint Venture Casino**

1. List of actual partners in Casino Agreement:

i) Saanich Tribes (Decide on partners)

- Tsartlip First Nations
- Songhees First Nations
- Esquimalt First Nations
- Tsawout First Nations

*Tseycom*

- ~~Tsawout~~ First Nations
- Paquachin First Nations
- Malahat First Nations

ii) Municipal government;

iii) Bear Mountain;

iv) Great Canadian Casino (?)

v) Lottery Corporation.

*The Funding Revenue*

Bear Mountain will build the Casino. Casino will provide employment and training for First Nations. All parties will work towards cooperation with Provincial Government and let them know that this is an important part of the overall Agreement and is the best employment for opportunity for 1<sup>st</sup> Nations.

**E. INTERCHANGE - SPENCER ROAD**

The Interchange project requires a \$1 million contribution from the Province on behalf of the Songhees Nation for their contribution towards the infrastructure and development of the interchange. This is the contribution based on the Provincial Capital Commission land donated from the Province to Songhees for their future development.

**F. EDUCATION BROCHURE**

1. \$30,000 grant to 1<sup>st</sup> Nations;
2. \$300,000 contribution towards 1<sup>st</sup> Nations and City of Langford for the ongoing archeological assessment of the lands within the City of Langford;
3. Brochure to include:

- how to deal with archeological assessments;
- how to deal with artifacts;
- how to deal with local issues when development clashes with culturally significant site and archeological finds.

**G. OTHER GOVERNMENT APPROVALS**

The above undertakings may be subject to various federal, provincial and local government approvals. Federal government funding contribution will be sought as part of this Agreement were applicable by all parties.

This Agreement is designed to facilitate a positive working relationship with 1<sup>st</sup> Nations, City of Langford, the Province and landowners to avoid conflict through mutual respect and education.

IN WITNESS WHEREOF this Agreement has been executed as of this 21<sup>st</sup> day of November, 2006.

\_\_\_\_\_  
Chief Robert Sam, Songhees 1<sup>st</sup> Nations

\_\_\_\_\_  
Chief Chris Tom, Tsartlip 1<sup>st</sup> Nations

\_\_\_\_\_  
Councillor Eric Pelkey, Shaughnessy Alliance

*Sencoten*  
*Sencoten*

\_\_\_\_\_  
Len Barrie, President/CEO  
LGB9 Development Corp/Bear Mountain Master Partnership

\_\_\_\_\_  
Les Bjola, Project Developer,  
LGB9 Development Corp/Bear Mountain Master Partnership

\_\_\_\_\_  
Mayor Stewart Young, City of Langford

\_\_\_\_\_  
Province of British Columbia

This Agreement was mediated and accepted as presented as a fair and equitable process by:

\_\_\_\_\_  
Sergeant John Brewer, Advisory NCO Aboriginal Policing



**Agreement in Principle to Establish an Effective Working Relationship for the  
Protection and Preservation of First Nations' Cultural History**

**Between:**

**Tsardip First Nation, represented by its Chief and Council having an  
address at PO Box 70, Brentwood Bay, BC V8M 1R3**

**And:**

**Songhees Nation, represented by its Chief and Council having an address at  
1500 D Admirals Road, Victoria, BC V9A 2R1**

**And: Esquimalt Nation having an address at 1189 Kasapsum Crescent, Victoria  
BC**

**And: Tsawout having an address at 7728 Tetayut, Saanichton BC, , Tseycum First  
Nations having an address at 1201B Totem Lane, Sidney BC, V8L5S4,  
Paquachin First Nations having an address at 8960 West Saanich Road,  
Sidney BC, and Malahat First Nation having an address at 110 Mill Bay  
Ferry Road, Mill Bay, BC V0R 2P0.**

**And:**

**Bear Mountain Master Partnership and LGB9 Development Corporation,  
having an address at #208 - 2800 Bryn Maur Road, Langford, BC V9B 3T4**

**And:**

**City of Langford as represented by its Mayor and Council having an address  
at 2<sup>nd</sup> floor, 877 Goldstream Avenue, Langford, BC V9B 2X8**

**And:**

**Her Majesty the Queen in Right of the Province of British Columbia, as  
represented by the Minister of Aboriginal Relations and Reconciliation and  
the Minister of Tourism, Sport and the Arts, Parliament Buildings, Victoria,  
British Columbia, V8V 1X4**

**WHEREAS the Parties agree that the culture and heritage of First Nations is a unique and  
irreplaceable part of British Columbia's cultural identity and well-being; and  
Whereas First Nation heritage creates and maintains links between ancestors, people and  
the land; and  
Whereas the Parties agree that maintaining heritage values is a vital part of the  
community's sense of place; and  
Whereas the Parties wish to describe how they will work together on matters pertaining  
to the protection and preservation of First Nations cultural history within the area  
identified in Schedule A, and develop a positive working relationship that will  
help avoid conflicts.**

Therefore, the Parties agree as follows.

**1.0 INTERPRETATION**

**1.1 In this Agreement:**

"Agreement" means this agreement, including the schedules to it;  
"Developer" means Bear Mountain Master Partnership, LGB9 Development Corporation, and any other future named Developers in the City of Langford.

**1.2 The following schedules are attached to and form a part of this Agreement:**

Schedule A – map of the area covered by this MOU  
Schedule B – Preliminary Plan for the Langford Interchange,  
Section 115, Esquimalt District

**2.0 REPRESENTATIONS AND WARRANTIES**

The parties represent and warrant that each of them has the authority to enter into this Agreement.

**3.0 PURPOSE**

This MOU describes how, within the area described in Schedule A, the Parties will work to:

- 3.1 develop a shared understanding of and cooperative relationship for the protection and preservation of First Nations' cultural history;
- 3.2 exchange views and develop approaches regarding the management of archaeological and cultural resources that are within the management scope of the Parties; and
- 3.3 work together to develop interpretive trails and materials that will enhance public understanding of and appreciation for the history and culture of First Nation signatories to this Agreement.

**4.0 WORKING GROUP FOR THE PROTECTION AND PRESERVATION OF FIRST NATIONS' CULTURAL HISTORY**

- 4.1 A working group will be established and each of the parties will appoint a representative to undertake the following activities with respect to the



area identified in Schedule A:

- 4.1.1 Meet on a monthly basis and coordinate the collection and exchange of information respecting archaeological and cultural heritage resources so that each of the Parties has access to the best available information;
  - 4.1.2 Develop a plan and protocols that outline procedures that will take place when sites that are culturally and/or spiritually important to the First Nation are encountered during development activity, including construction of the road and interchange identified in Schedule B. The plan will include a provision that the work being done will be done in a fashion consistent with the requirements of the *Heritage Conservation Act*.
  - 4.1.3 Develop a plan for an interpretive site within the Bear Mountain village that will enhance public understanding of the First Nations' cultural heritage;
  - 4.1.4 In the interests of protecting the Guardian Rocks, the parcel identified as Section 28, held by the Provincial Capital Commission Land as shown in Schedule A will be transferred to the City of Langford which agrees to ensure the protection and preservation of the Guardian Rock located on the parcel for benefit of First Nations cultural heritage;
  - 4.1.5 Identify current or emerging threats to archaeological and cultural heritage resources and develop approaches for providing protection from or mitigating the potential impacts of these threats;
  - 4.1.6 Undertake site visits as required by a majority of the Working Group to deal with issues as they arise;
  - 4.1.7 Facilitate the resolution of disputes that may arise in response to operational or other activities;
  - 4.1.8 Produce a brochure and/or other educational materials to increase public awareness of the archaeological assessment process, responsibilities with respect to the discovery of artifacts; and suggestions for addressing conflicts between development and culturally significant sites.
- 4.2 Parties to the Working Group will be responsible for their own costs.
  - 4.3 The Province will provide a one-time payment of \$90,000 to a fund for the benefit of the First Nations which are party to this agreement in order to facilitate their participation in the Working Group.
  - 4.4 The Province will provide a one time payment of \$10,000 each to Tsartlip and Songhees to cover legal fees incurred for advice during the archaeological assessment of the resort
  - 4.5 The Province will provide a one time payment of \$90,000 to the City of Langford to be held as part of an Archaeological Assessment Fund, to

which the city will also contribute an equal or greater amount, for the purposes of funding future assessments in the municipality.

- 4.6 As part of the work with the First Nations Leadership Council, the Province and First Nations are evaluating a number of statutes and processes that are important to First Nations. As part of this process, the Province agrees that the Working Group should provide advice on the current legislative framework surrounding cultural heritage and its preservation.

## **5.0 HEALING CEREMONIES**

- 5.1 The Parties agree that First Nations will hold a healing ceremony at the site of the Sacred Cave identified in Schedule A; within 10 days of November 28<sup>th</sup>, 2006. Following that ceremony, First Nations will advise the developer who will then continue development of the area on which the Sacred Cave is situated, subject to the restrictions and requirements agreed to by the parties or required by the *Heritage Conservation Act*.
- 5.2 Pursuant to the plan developed under 4.1.2, the Parties agree that, where development is planned to take place on archaeological sites, or on sites identified by First Nations as having spiritual significance, First Nations will have the opportunity to hold a healing ceremony prior to the development taking place.
- 5.3 Any artifacts will be preserved either as agreed to as part of the cultural heritage plan for Bear Mountain developed under 4.1.2 or as agreed by the parties.

## **6. FIREWOOD FOR CULTURAL PURPOSES**

Bear Mountain Masterpartnership agrees to negotiate provision of firewood to the bands for cultural and other purposes as may be required from time to time.

## **7. DISPUTE RESOLUTION**

- 7.1 If a dispute arises between the Parties during the term of this MOU regarding the interpretation or implementation of this MOU, the Working Group will meet as soon as practicable to attempt to resolve the dispute.
- 7.2 With the written agreement of the Parties, other dispute resolution procedures may be used to assist Working Group members to achieve consensus, such as voluntary dispute resolution measures that may include mediation conducted in good faith and in an informal and non-adversarial manner.
- 7.3 Each Party will bear their own costs in participating in any dispute resolution process.



8. **OPTING OUT**

Any Party may opt out of this MOU by giving the other Parties thirty (30) days advance written notice of the intent to opt out of the MOU and the reasons for opting out of the MOU.


9.0 **WITHOUT PREJUDICE**

- 9.1 This Memorandum of Understanding does not abrogate or derogate, acknowledge or deny the aboriginal and treaty rights of any First Nation.
- 9.2 This Memorandum of Understanding does not limit the positions of the Parties in any legal or administrative proceedings.
- 9.3 This agreement will not be interpreted or implemented in a manner that fetters the discretion of the statutory decision makers.
- 9.4 Nothing in this Agreement is intended to or shall be interpreted to override any provincial legislation.

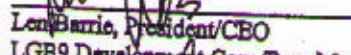
Signatories will be sought within 60 days for any of the other aforementioned parties in this agreement including other levels of government and First Nations.

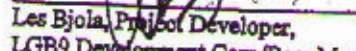
IN WITNESS WHEREOF this Agreement has been executed as of this 24<sup>th</sup> day of November, 2006.

  
Chief Robert Sam, Squamish 1<sup>st</sup> Nations

  
Chief Chris Tom, Tsartlip 1<sup>st</sup> Nations

  
Chief Andy Thomas, Esquimalt Nation

  
Les Barrie, President/CBO  
LGB9 Development Corp/Bear Mountain Master Partnership

  
Les Bjola, Project Developer,  
LGB9 Development Corp/Bear Mountain Master Partnership

  
Mayor Stewart Young, City of Langford

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Province of British Columbia