

MEMORANDUM OF UNDERSTANDING

LOWER COWICHAN/KOKSILAH RIVERS INTEGRATED FLOOD MANAGEMENT

THIS MEMORANDUM OF UNDERSTANDING is made effective the 30th day of December, 2010

BETWEEN:

THE COWICHAN TRIBES
of Duncan, British Columbia

AND:

THE CITY OF DUNCAN
of Duncan, British Columbia

AND:

THE COWICHAN VALLEY REGIONAL DISTRICT
of Duncan, British Columbia

AND:

THE DISTRICT OF NORTH COWICHAN
of Duncan, British Columbia

WHEREAS the Parties are signatories to the Cowichan Valley Bridge Building Protocol Agreement that outlines a mutual relationship focused on the social and economic development of the Cowichan Valley.

AND WHEREAS the Parties wish to build on that agreement by entering into a further Memorandum of Understanding to guide integrated flood management that will protect the health and well-being of all the citizens of the Cowichan Valley including the environmental and fisheries values of the watersheds.

AND WHEREAS the Parties recognize that any work on the floodplain affects properties and interests elsewhere within the region, it is therefore critical that, prior to undertaking engineering studies and projects, integrated management approaches are developed that consider the benefits and costs to our communities.

THEREFORE BE IT RESOLVED THAT the Cowichan Tribes, the City of Duncan, the Cowichan Valley Regional District and the District of North Cowichan recognize their commitments to an ongoing long-term Lower Cowichan/Koksilah Rivers Integrated Flood Management Program. The specifics of this agreement are:

1. Approach

The Parties will be guided by a long term, sustainable and achievable lower Cowichan/Koksilah Integrated Flood Management Plan. The Plan will be a living document subject to revision from time to time as required and based on the most up to date information available including local, traditional and scientific knowledge.

2. Goals

The following Goals will guide the actions and relationship of the Parties.

- a. Flood risk to all communities on the floodplain will be reduced, while protecting aquatic and riparian habitat and acknowledging the cultural values of the rivers.
- b. Innovative methods of flood hazard management that contribute to short and long-term economic, environmental and social benefits and minimize negative economic, environmental and social impacts will be promoted.
- c. Integrated flood management will be valued and sustained by all communities and stakeholders over the long term.

3. Strategies

The Parties agree to the following strategies to achieve their goals:

- a. Return the rivers and their tributaries to a more natural state considering economic, environmental and social values.
- b. Strive to sustain the natural state of the existing floodplain.
- c. Redevelopment in existing developed areas will be supported if flood-proofed to 200 year levels and provided the developments do not increase flood hazards to other areas.
- d. Site future development in areas with low flood hazard and low habitat sensitivity and work together to solve the challenges of land availability for development (areas protected from 200 year flooding are considered to be low flood hazard areas).
- e. Ensure new or upgraded flood protection structures do not adversely increase the overall flood hazard.
- f. Decrease flood related vulnerability to people, areas of development and habitat.
- g. Mitigate impacts of high flows on the main-stem of the river by facilitating flow through off-channel habitat.
- h. Work together to develop long-term mechanisms to share the benefits of maintaining a functioning flood-plain (e.g. leasing lands to buffer effects of high flood conditions).
- i. Establish and maintain accessible and sustainable tools for flood management (e.g. computer modeling; Geographic Information Systems (GIS), in-river flow meters, early flood alert systems).
- j. Promote integrated planning initiatives for the lower Cowichan/Koksilah Rivers and floodplain.
- k. Monitor and maintain flood management projects.

4. Process

The Parties agree to work together to implement integrated flood management based on the following:

- a. The work will be carried out on an integrated team basis.
- b. The CVRD shall take the lead to coordinate the ongoing updates to the Integrated Flood Management Plan, and will coordinate implementation of the Integrated Flood Management Plan including maintenance of flood protection works.
- c. Maintenance activities shall include maintenance of existing dikes, side-channels, sediment and logjam management and other activities as agreed by the Parties.
- d. Implementation of the plan will be carried out jointly by all Parties.
- e. The Parties will participate in bi-monthly meetings unless otherwise agreed and other meetings as may from time to time be required.
- f. The Parties will assign a lead person to attend the meetings as well as an alternate.
- g. Decisions will be reached by consensus.
- h. The principle of transparency will guide information management and all information will be available to the parties in a timely manner.
- i. Leases, purchases and service contracts having financial ramifications will follow agreed upon purchasing and tendering policies.
- j. The Partners will seek to cost share the development of an Integrated Flood Management Plan recognizing the shared benefit of a healthy functioning watershed and floodplain.
- k. The Parties will seek to cost share identified construction projects or other works consistent with the IFMP on a case by case basis.
- l. The Parties agree to create a cost-sharing mechanism to fund regular maintenance and special maintenance projects which may include third-party funding for habitat related works.
- m. Whenever possible the Parties will seek third party funding for flood management projects. Applications will be agreed to by all of the Parties.
- n. The Parties will jointly release public reports on flood management activities and progress on an annual basis or more frequently if available.
- o. The above process may be amended by the Parties on a consensus basis.

5. Decisions

The Chief Administrative Officer (CAO) for each party will be responsible for overseeing implementation of this MOU. Should the CAOs be unable to reach agreement on an issue the dispute will be jointly referred to:

- a. Chief, Cowichan Tribes
- b. Mayor, City of Duncan
- c. Mayor, District of North Cowichan
- d. Chair, Cowichan Valley Regional District

If the Parties are unable to resolve an issue the Parties will seek mediation through an agreed upon mediator as a first step.

6. Communication

Communication for the purpose of this MOU shall be sent to the following offices:

- a. Chief and GM, Cowichan Tribes
- b. Mayor and CAO, City of Duncan
- c. Mayor and CAO, District of North Cowichan
- d. Chair and CAO, Cowichan Valley Regional District

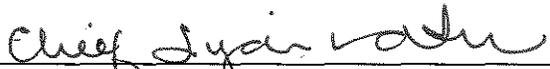
7. Termination

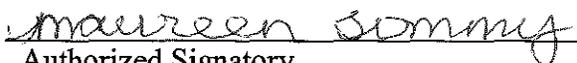
This MOU is intended as a long term commitment to process and outcomes. Each Party shall retain the right to withdraw from this agreement by providing the other parties with ninety (90) days written notice.

As evidenced by their agreement to the above terms, the Parties have executed this agreement as set out below.

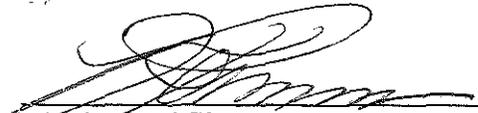
Agreed to the _____

The Corporate Seal of the Cowichan Tribes was hereunto affixed in the presence of:


Authorized Signatory


Authorized Signatory

The Corporate Seal of the City of Duncan was hereunto affixed in the presence of:


Authorized Signatory

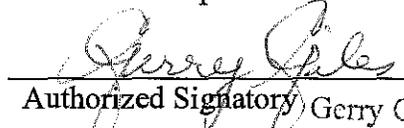

Authorized Signatory
Lynn Ketch, Director of Corporate Services

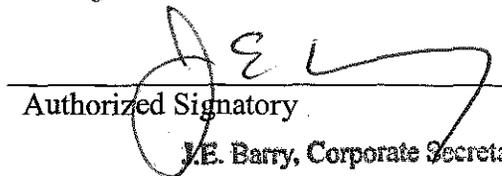
The Corporate Seal of the Corporation of the District of North Cowichan was hereunto affixed in the presence of:


Authorized Signatory TOM WALKER, MAYOR


Authorized Signatory
Mark Oliver Ruttan, Corporate Officer

The Corporate Seal of the Cowichan Valley Regional District was hereunto affixed in the presence of:


Authorized Signatory Gerry Giles, Chair


Authorized Signatory
J.E. Barry, Corporate Secretary