

MEMORANDUM OF UNDERSTANDING ("MOU")

BETWEEN:

LEGAL AID BC ("LABC")

And

BRITISH COLUMBIA MÉTIS FEDERATION ("BCMF")

(collectively referred to as the "Parties")

WHEREAS LABC is the provincial legal aid provider in British Columbia. As a non-profit organization, LABCS' goal is to provide legal information, advice, and representation services to people with low incomes in BC. LSS has a dedicated Indigenous Services Division, which is Indigenous led, whose work is focused on ensuring legal aid services meet Indigenous people's needs.

WHEREAS BCMF is a registered BC non-profit association which was established to work with Métis communities to ensure the well-being of its' members and to ensure they have a justice service delivery model that meets their needs.

WHEREAS LABC and BCMF have shared goals both to systematically reduce the disproportionate number of First Nations, Métis and Inuit people incarcerated and prevent child apprehensions by increasing the use of community-based options; where it is practicable, using restorative processes and incorporating Indigenous legal traditions into the justice system, to ensure more culturally appropriate outcomes.

WHEREAS LABC and BCMF have been working together to advance Gladue and section C-92 rights in British Columbia and reduce the number of Indigenous people in the criminal justice and child welfare systems.

NOW THEREFORE the Parties agree as follows:

1. PURPOSE

The purpose of this MOU is to establish a process:

- 1 .1. To facilitate relationship building between the Parties;
- 1 .2. To share information;

- 1.3. To define a framework from which the Parties will determine mutual priorities and interests related to Family, Criminal and Civil Justice (e.g. Parent Legal Centres, Gladue, First Nations/Indigenous Court, family Court Workers, Core Training Competencies, Aboriginal Community Legal Workers).
- 1.4. To determine how best to support each other's independent mandates through cooperation and collaborative partnerships.

2. ROLES AND RESPONSIBILITIES

The Parties agree to uphold the following roles and responsibilities in the implementation of this MOU:

- 2.1. The Parties recognize and respect established and evolving relationships, responsibilities, and accountabilities in the implementation of this MOU.
- 2.2. The Parties agree that the principle of reciprocal accountability is central to collaboration and collective action. This means that we will work together at all levels in a collaborative manner to achieve our shared goals, living up to our individual and collective commitments. That the Parties are accountable to each other for their actions and the effective implementation of their responsibilities.
- 2.3 All parties commit to designate one representative and one alternate with authority to represent the interests of their respective organization, while respecting the governance of each.
- 2.4 The initial objectives of this commitment include determining ways to work together and achieve better outcomes. Given the importance of raising the awareness of Indigenous Justice issues, and improving service to the Métis peoples of BC, this document and the resulting initiatives will be shared externally as deemed appropriate by all parties.
- 2.5 In the spirit of cooperation, the parties agree that this is a living document that will evolve as the relationship is defined and a foundation for working together is established.
- 2.6 Given the importance of raising the awareness of Indigenous Justice issues, and improving service to the Métis peoples of BC, this document and the resulting initiatives will be shared externally as deemed appropriate by all parties.

3. MEETINGS

- 3.1. The Parties agree that they will meet as and when it is deemed necessary but not less than twice per annum.

4. COSTS AND EXPENSES

- 4.1. Each party shall bear its own costs and expenses arising from this MOU unless otherwise mutually arranged and agreed to.

5. PUBLIC STATEMENTS

- 5.1. The Parties will consult with one another prior to the issuance of any press release or public statement relating to this MOU. Such consultation will include prior notification of a party's intent to issue a press release or public statement accompanied by a copy of the proposed language of such press release or public statement. If a party has a concern with the proposed wording of the other party's press release or public statement, it shall notify the other party immediately and the parties shall work together to ensure that the press release or public statement is acceptable to both parties.

6. TERM AND REVIEW

- 6.1. This MOU shall take effect from the date that this is signed by the Parties.
- 6.2. This MOU has a term of two (2) years and can be renewed by agreement in writing between all of the Parties.
- 6.3. This MOU and activities associated with it will be reviewed annually by the Parties.
- 6.4. This MOU may be amended at any time by agreement in writing between all of the Parties.
- 6.5. A Party may withdraw from this MOU by providing thirty (30) days' notice in writing to the other Party.

Legal Aid BC

Per: -----

Date:

Mark Benton, Chief Executive Officer

BC Métis Federation

Per: -----

Date:

Keith Henry, President

Nov. 13, 2020