

MUNICIPAL SERVICES AGREEMENT

This Agreement, dated July __, 2021 (the “**Effective Date**”) is

BETWEEN:

Doig River First Nation
4356 Doig Road
Rose Prairie, BC
V0C 2H0

(the “**First Nation**”)

AND:

The City of Fort St John
10631 100St
Fort St John, BC
V1J 3Z5

(the “**Municipality**”)

(each a “**Party**” and collectively the “**Parties**”)

WHEREAS:

- A. Doig River First Nation is a band within the meaning of the *Indian Act*, R.S.C. 1985, c. I-5;
- B. The City of Fort St. John is a city established under the *Local Government Act* [RSBC 2015] c. 1;
- C. The Parties have entered into two Memorandums of Understanding and are committed to applying the principles to govern the relationship and acknowledge and recognize that the success of a government-to-government relationship is predicated upon regular and open communication based on trust, respect and mutual understanding;
- D. Doig River First Nation has applied to have the Urban Reserve Lands set apart as reserve by the Minister of Crown-Indigenous Relations under section 4 of the *Addition of Lands to Reserves and Reserve Creation Act*;
- E. Doig River First Nation wishes to contract with the City of Fort St. John for the provision of the Services set out in this Agreement, and the City of Fort St. John

wishes to provide the Services, on the terms and conditions set out in the Agreement to the Urban Reserve Lands; and

- F. The Parties have negotiated this Agreement on a government-to-government basis, with each recognizing the jurisdiction of the other and the responsibilities each has to its residents, members and taxpayers

NOW THEREFORE this Agreement is evidence that in consideration of the promises exchanged below (the receipt and sufficiency of which is acknowledged by the Parties), the Parties agree as follows:

1.0 Definitions

1.1 In this Agreement:

“**Agreement**” means this Municipal Service Agreement including the schedules hereto, as may be amended and supplemented from time to time;

“**Business Day**” means a calendar day not including Friday, Saturday, Sunday, a civic, provincial, or federal statutory holiday, National Aboriginal Day or any day that falls within a regularly scheduled First Nation office closure of which the Municipality has been made aware of in advance;

“**Council**” means the Chief and Council of the First Nation, or the Council of the Municipality, as the context requires;

“**First Nation**” means the First Nation and its Council, officials, employees, agents and contractors;

“**General Charge**” means the charge calculated under section 4.2;

“**Memorandums of Understanding**” means the memorandum of understanding dated for reference the 13th day of August, 2010 and the memorandum of understanding dated for reference the 3rd day of March, 2020 attached as Appendix “A” to this Agreement;

“**Municipality**” means the Municipality and its officials, employees, agents and contractors;

“**Province**” means the province of British Columbia;

“**Representative**” means a representative appointed by the Municipality or the First Nation under Article 5.0, or their respective designates from time to time;

“**Reserve**” means a reserve within the meaning of the *Indian Act*, R.S.C. 1985, c. I-5;

“Reserve Creation Date” means the date on which the Urban Reserve Lands become Reserve lands pursuant to the *Addition of Lands to Reserves and Reserve Creation Act*, S.C. 2018, c. 27, s. 675;

“Service Charge” means the General Charge and the Utility Charges;

“Services” means services the Municipality services set out in the Schedule “A” and the Service Schedules and all of the acts, services and work necessary to provide those services in accordance with this Agreement which, as of the Effective Date, includes those Services – General and Services - Utilities shown in Schedule “A”;

“Service Schedule” means a further agreement regarding one or more of the Services entered into pursuant to sections 14.1 and 14.2;

“Services – General” means services the Municipality may provide from time to time within its municipal boundaries for which the Municipality would recover the cost of services from general tax revenues and, as of the Effective Date, includes those services shown in Schedule “A.1”;

“Services – Utilities” means services the Municipality may provide from time to time within its municipal boundaries and for which the Municipality would recover the cost of services from utility fees pursuant to its bylaws and, as of the Effective Date, includes those services shown in Schedule “A.2”;

“Technical Committee” means a technical committee as established under Article 5.0 from time to time;

“Term” means the term of this Agreement as set out in section 2.1, and includes any renewals of this Agreement;

“Urban Reserve Lands” means the lands shown on the map attached as Schedule “B” and legally described as: PID 026-075-016, PID 026-075-024, PID 026-261-383, and PID 029-520-011; and

“Utility Charge” means the charge calculated under section 4.2.

2.0 Term of Agreement

2.1 This Agreement will commence on the Effective Date and terminate on the day that is the 20 years after the Effective Date (the **“Term”**), subject to renewal or earlier termination as provided in this Agreement.

2.2 Except where a Party has given a notice of termination in accordance with this Agreement, the Parties agree to meet to begin negotiations towards a renewal of this Agreement or a replacement service agreement at least one year prior to the end of the Term. The Parties agree to negotiate in good faith and to use best

efforts to renew this Agreement or enter into a replacement service agreement before the end of the Term.

- 2.3 If the Parties have not reached an agreement under section 2.2 by the end of the Term, this Agreement will be extended for an additional period of six months or until such time as the Parties have reached an agreement under section 2.2, whichever is earliest.
- 2.4 The First Nation, on finalizing with the Government of Canada when the Urban Reserve Lands will become Reserve lands, will promptly give notice to the Municipality of what date the Reserve Creation Date will fall on.
- 2.5 If, for any reason, the Urban Reserve Lands do not become Reserve lands on or before the fifth anniversary of the Effective Date, this Agreement will automatically terminate and the Parties will have no further obligations under it.

3.0 Provision of Services

Standard of Services

- 3.1 The Municipality agrees to provide the Services in accordance with the terms and conditions set out in this Agreement.
- 3.2 The Municipality will provide the Services to substantially the same standards of quantity and quality as the Municipality provides similar services to its residents or landowners/leaseholder.
- 3.3 The Municipality will provide a consistent standard and a reliable level of the Services.

Service Interruption

- 3.4 The First Nation acknowledges and agrees there may be planned and unplanned temporary interruptions to the Services, or reductions in the level of the Services, for reasons that may or may not be within the Municipality's control.
- 3.5 Where an interruption or reduction is planned under section 3.4, the Municipality will give notice to:
 - a. the First Nation, in accordance with section 11.0 of this Agreement; and
 - b. any occupiers on the Urban Reserve Lands that may be affected,

in the same manner that the Municipality gives notice to its residents or landowners/leaseholders of such actions.

- 3.6 The First Nation acknowledges and agrees that it will not hold the Municipality liable for any losses, costs, damages, claims or expenses arising from or connected with a temporary interruption to or reduction in the Services, unless such temporary interruption to or reduction in the Services is caused by the negligence of the Municipality or is in breach of this Agreement.

Bylaws

- 3.7 The First Nation and Municipality acknowledge and agree that, prior to the Reserve Creation Date and the Urban Reserve Lands becoming Reserve land:
- a. the Municipality's bylaws will apply as they would to any other lands in the Municipality's boundaries; and
 - b. the Municipality will provide all services as they would to other lands in the Municipality's boundaries and the Municipality will have no obligation to provide the Services as set out in this Agreement.
- 3.8 Subject to section 3.9, prior to the Reserve Creation Date, the First Nation will adopt, with any required modification under the applicable land regime, the Municipality's bylaws as applicable to the Services on the Urban Reserve Lands, which will remain in force, as applicable, until the date(s) that the First Nations implements each of its own bylaws or land code in relation to substantially the same subject matter.
- 3.9 If, despite reasonable efforts, the First Nation has not adopted the Municipality's bylaws in accordance with section 3.10 prior to the Services being provided to the Urban Reserve Land, the First Nation will, subject to any enactment or policy of Canada applicable to the Urban Reserve Land, take reasonable efforts to ensure that:
- a. it and all persons on the Urban Reserve Lands comply with applicable bylaws and policies of the Municipality related to the Services; and
 - b. no person obstructs or impedes the Municipality providing the Services on the Urban Reserve Land.
- 3.10 The First Nation will provide the Municipality with notice of:
- a. the date when the First Nation will implement its own bylaws; and
 - b. the date when the First Nation will implement a land code; and

the Parties will meet as soon as practicable after notice is provided to discuss any required amendments to the Services and Service Schedule(s), including but not limited to listing the applicable bylaws or service laws in the Service Schedule(s).

Any disagreements arising under this section 3.9 will be subject to the dispute resolution procedure set out in Article 7.0.

- 3.11 Any agreed upon amendments under section 3.9, must be approved in accordance with Article 18.0 of this Agreement.

4.0 Service Charge

- 4.1 The First Nation will pay the Municipality, in each year of the Term following the Reserve Creation Date, a Service Charge, which will comprise the General Charge and the Utility Charge.
- 4.2 The Municipality will determine the General Charge and Utility Charge annually in accordance with the provisions in Schedule "C" to this Agreement.
- 4.3 Where the First Nation provides services that are deemed by both Parties to benefit the Municipality's residents or landowners/leaseholders, the Parties will adjust the Service Charge to account for the cost to the First Nation of providing those services to the Municipality's residents or landowners/leaseholders.

Invoicing and Payment of Service Charge

- 4.4 On or before July 1st in each year of the Term, or upon termination or determination under section 4.8, the Municipality will deliver an invoice to the First Nation setting out the Service Charge for that year, including the details of the calculation of the Service Charge for that year and any adjustments under section 4.3.
- 4.5 The First Nation will, within 30 Business Days of receiving the invoice under section 4.4, review the calculations used to determine the Service Charge and advise the Municipality of any concerns respecting the invoice. The Municipality and the First Nation will, as soon as reasonably possible, discuss and attempt to resolve any concerns raised by the First Nation respecting the invoice. Either Party may implement the processes in Article 7.0 if necessary.
- 4.6 Subject to the resolution of any concerns raised under section 4.5, the invoice delivered under section 4.4 will be due and payable on or before 60 Business Days in each year and the First Nation will deliver payment to the Municipality on or before that date.
- 4.7 If the First Nation does not pay the Municipality the Service Charge in accordance with section 4.6, the unpaid amount is a debt due and owing to the Municipality and bears interest at the same rate payable by municipal taxpayers on unpaid taxes from time to time.

- 4.8 If the Reserve Creation Date falls after July 1st in any year, the Parties will adjust the Service Charge to deduct payments as taxes or fees already paid in respect of the Urban Reserve Lands to the Municipality, prior to becoming Reserve, for that calendar year.
- 4.9 On any termination or other determination of this Agreement, the Parties will reconcile and adjust the Service Charge payments to the date of termination, and the First Nation will, subject to section 4.5, pay all outstanding amounts within 60 Business Days of receiving an invoice for the final payment from the Municipality.

5.0 Review and Planning

- 5.1 The Parties agree that their overall communication and government-to-government relationship in relation to the Services will be governed by the Memorandums of Understanding.

Technical Committee

- 5.2 The Parties agree to jointly establish a Technical Committee to assist the Representatives by engaging in discussions related to the technical aspects of the Services.
- 5.3 The Technical Committee will:
- a. provide and develop technical and process input into the Services and Service Schedules;
 - b. develop and update the Service Schedules as the First Nation amends or implements service laws;
 - c. determine and monitor the level, delivery and scope of the Services and provide recommendations to the Representatives;
 - d. review the Services and any Service Schedule to determine any required changes in Service standards and/or enforcement; and
 - e. provide advice and input into other aspects of this Agreement as may be requested by the Parties or Representatives from time to time.

Representatives

- 5.4 Each Party will, within 14 Business Days of the Effective Date, appoint a Representative to act as the primary contact person for all matters arising under this Agreement and provide contact information for that person to the other Party.

- 5.5 The Representatives will develop terms of reference to govern their relationship and obligations under this Agreement.
- 5.6 The Representatives will:
- a. oversee the implementation of this Agreement and the delivery of the Services;
 - b. review and attempt to resolve any Service delivery issues that arise from time to time, including Service interruptions;
 - c. review and discuss any changes that may be required to the Services that arise from time to time, including respecting the level, delivery and scope of the Services; and
 - d. consider and recommend amendments to this Agreement to address changes in circumstances or other issues that arise.
- 5.7 The Representatives will:
- a. meet as needed to review and discuss any issues arising under this Agreement;
 - b. each create, keep updated and provide to the other Representative a list of emergency contacts, including at least one contact person for each of the Services;
 - c. each be available and respond in a timely manner to an inquiry from the other Representative respecting this Agreement; and
 - d. each bring forward issues and concerns as necessary with their respective Councils for input and direction.
- 5.8 In each year of this Agreement and on or before June 30, the Representatives and any other persons designated by each Party will meet to review and discuss the implementation of the Agreement and delivery of the Services for the upcoming year, including:
- a. any changes required to the Services;
 - b. any infrastructure requirements or issues;
 - c. any impacts on costs relating to the Services;
 - d. estimates of the Service Charge for the upcoming year;

- e. any changes to the First Nation or the Municipality's development plans and land use regulations; and
- f. any other issues of concern to either Party.

5.9 No later than 60 Business Days after concluding the meeting required under section 5.8, the Representatives will prepare a joint report setting out the issues discussed, the information provided, and any follow up action required, and provide the report to their respective Councils.

6.0 Indemnities and Insurance

6.1 Subject to section 6.5, the Municipality shall indemnify and hold harmless the First Nation from and against all claims, demands, losses, costs, damages, actions, suits, proceedings, fines, assessments or other liability by whoever made, brought or prosecuted, that is in any manner based on, arising out of, related to, occasioned by, or attributable to the negligent provision of the Services by the Municipality, or to any breach of this Agreement by the Municipality, its officials, servants, employees, agents and contractors. This indemnity shall survive any termination of this Agreement.

6.2 The Municipality will obtain and maintain during the Term, at its sole cost and expense, comprehensive general liability insurance against claims for personal injury, death and property damage arising in the Municipality's performance or non-performance of this Agreement, whether on or off the Urban Reserve Lands, in an amount of at least five million dollars (\$5,000,000) per occurrence and naming the First Nation as an additional named insured.

6.3 Subject to section 6.5, the First Nation shall indemnify and hold harmless the Municipality from and against any and all claims, demands, losses, costs, damages, actions, suits, proceedings, fines, assessments or other liability by whoever made, brought or prosecuted, that is in any manner arising out of occasioned by, or attributable to any breach of this Agreement by the First Nation. This indemnity shall survive any termination of this Agreement.

6.4 The First Nation will obtain and maintain during the Term, at its sole cost and expense, comprehensive general liability insurance against claims for personal injury, death and property damage arising in the First Nation's performance or non-performance of this Agreement, whether on or off of the First Nation lands, in an amount of at least five million dollars (\$5,000,000) per occurrence, and naming the Municipality as an additional named insured.

6.5 Neither Party shall be liable for its failure to perform any of its obligations under this Agreement due to a cause beyond its reasonable control, including forces of nature, fire, flood, explosions, labour disputes or other industrial disturbances, or any laws, rules, regulations or orders of any government having jurisdiction.

6.6 The Parties will ensure the insurance policies in sections 6.2 and 6.4, as applicable, carry a provision that such policy will not lapse or be cancelled without thirty (30) days' written notice to the opposing party.

7.0 Dispute Resolution

7.1 The Parties acknowledge and agree that it is their mutual intention to work cooperatively on a government-to-government basis under this Agreement, and to always use good faith best efforts to actively identify and resolve any issues or concerns as they arise. The Parties agree that should a dispute or other disagreement arise under this Agreement, or in the event of a breach or alleged breach by a Party, the Parties will follow the processes set out in this Article 7.0.

7.2 If there is a dispute or other disagreement between the Parties respecting this Agreement, or in the event of a breach or alleged breach by a Party, a Party may give written notice to the other Party describing the circumstances of the dispute or disagreement, or the nature of the breach or alleged breach.

7.3 Where a written notice is given under section 7.2, the Parties will:

- a. where possible, cease any activities giving rise to the dispute, disagreement, breach or alleged breach of this Agreement;
- b. within 20 Business Days of the written notice, the Representatives will meet and attempt to resolve the matter, acting reasonably and in good faith; and
- c. if the dispute is not resolved pursuant to subsection 7.3(b), the Councils will, within 20 Business Days, either meet to attempt to resolve the matter, acting reasonably and in good faith or submit the dispute to mediation pursuant to section 7.4

7.4 If the Parties are unable to resolve the matter under section 7.3, the Parties may, by agreement, appoint a mutually acceptable person to mediate the matter, and the Parties will act reasonably and in good faith and cooperate with the mediator and with each other in an attempt to resolve the matter within 30 Business Days after the mediator is appointed. The costs of the mediator and any costs of facilities will be shared equally by the Parties.

7.5 If the Parties are not able to resolve the matter under section 7.3 or section 7.4, either Party may give written notice to the other of termination of this Agreement. Where the Agreement is terminated under this section 7.5, it will terminate 60 Business Days after the written notice, unless otherwise agreed by the Parties.

8.0 Municipal Inspection of Urban Reserve Lands

- 8.1 The First Nation will, in accordance with this Article 8.0 provide the Municipality and its employees, agents and contractors with reasonable and sufficient access to the Urban Reserve Lands for the purposes of providing the Services under this Agreement, including to inspect, maintain, repair or replace any infrastructure or equipment, and to ensure compliance with this Agreement.
- 8.2 Unless otherwise set out in a Service Schedule, and subject to section 8.4, the Municipality will provide the First Nation with at least 24 hours written notice of its intent to access the Urban Reserve Lands and for what purposes.
- 8.3 The First Nation will make arrangements to provide the access requested by the Municipality, or will advise the Municipality of the reasons why access will not be provided, in which case the First Nation will be responsible for any loss, damage, expense or cost suffered or incurred as a consequence of the Municipality not accessing the Urban Reserve Lands for the proposed purposes.
- 8.4 In the event of an actual or reasonably apprehended emergency, the Municipality may access the Urban Reserve Lands to provide the Services including to inspect, maintain, repair or replace any infrastructure or equipment, and to ensure compliance with this Agreement without providing advance notice under this Article, provided it, as soon as reasonably possible, provide the First Nation with details of the emergency that prevented notice be provided in accordance with this Article 8.0.

9.0 New Development

- 9.1 The Parties acknowledge that the First Nation and the Municipality anticipate that new development will be constructed on and in proximity to the Urban Reserve Lands and that new development will follow the First Nation's or the Municipality's, as the case may be, own development approval processes.
- 9.2 The Parties agree to work together to explore:
- a. opportunities for building, maintaining and financing joint water, sewer, transportation, communications or recreational infrastructure where a joint approach will reduce average service costs for one or both jurisdictions or increase development for one or both jurisdictions;
 - b. joint land use, financial, capital and fiscal planning for the cost-effective construction, operation, maintenance and replacement of joint infrastructure; and
 - c. the allocation of development cost charges.

- 9.3 The Municipality will notify the First Nation of any planned new development in proximity to Urban Reserve Lands and any changes to Services that may result from that development.
- 9.4 The First Nation will notify the Municipality of any planned new development on the Urban Reserve Lands and provide plans to the Municipality showing the proposed development, including on-site servicing plans.
- 9.5 The Municipality will review the on-site servicing plans provided under section 9.4 and will provide the Services in accordance with the on-site servicing plans unless it can demonstrate, within 60 days of receipt of the on-site servicing plans, or such other time as may be agreed upon between the Parties, that the Services cannot be provided as proposed by the First Nation.
- 9.6 Where the Municipality provides notice under section 9.3 or section 9.5, the Parties agree to cooperate to resolve any issues raised by the Municipality, including by addressing infrastructure or other issues, and attempt to reach an agreement to enable the Municipality to provide the Services in accordance with this Agreement to the Urban Reserve Lands.
- 9.7 Where the Services are extended to include a new development, the Parties will cooperate to determine and agree upon any adjustments to the calculation of the Service Charge.

10.0 Termination of Agreement

- 10.1 The Parties may terminate this Agreement at any time by mutual agreement in writing.
- 10.2 Either Party may terminate this Agreement, in that Party's sole discretion, by giving at least 24 month's notice of termination to the other Party.

11.0 Notice

- 11.1 Any notice or other communication (each, a "notice") required or permitted under this Agreement will be in writing and delivered in person or by courier, or sent by fax or email, as follows:

(a) to the First Nation
4356 Doig Road
Rose Prairie, BC
VOC 2HO
snelson@doigriverfn.com
Fax: 250-827-3778
Attention: Band Manager

(b) to the Municipality
City of Fort St John
10631 100th St
Fort St John, BC
V1J 3Z5
legislativeservices@fortstjohn.ca
Fax: 250-787-8181
Attention: CAO

or to such other address, fax number or email address that is delivered by a Party to the other Party in accordance with this section.

- 11.2 A notice given by personal delivery or by courier is considered received on the next Business Day after delivery. A notice given by fax or email is considered received on next Business Day after the date it is sent.

12.0 Acknowledgement of Rights

- 12.1 This Agreement is made by the Parties without prejudice to the First Nation's aboriginal and treaty rights and the First Nation's aboriginal title and does not have any affect on those rights and title. This Agreement is an agreement to provide services and does not give the Municipality any jurisdiction over or interest in the Urban Reserve Lands.
- 12.2 Nothing in this Agreement will be deemed to limit, modify or fetter the Municipality's discretion or authority under the *Community Charter, Local Government Act* or other enactment outside of the Urban Reserve Lands.

13.0 Agreement for Services

- 13.1 This Agreement is an agreement for the provision of services, and nothing in this Agreement is intended to be or will be interpreted as creating a partnership, agency or joint venture relationship of any kind between the Parties, or as imposing on either Party a partnership duty, liability or obligation of any kind in relation to the other Party.

14.0 Service Schedules

- 14.1 The Parties acknowledge and agree that they may wish to enter into a further Service Schedule and may do so by mutual agreement, at which point the Parties will insert the Service Schedule as a schedule to this Agreement and the Service Schedule will form part of this Agreement.
- 14.2 In the event of any conflict or inconsistency between this Agreement and a Service Schedule, the Service Schedule will take priority.

15.0 Interpretation

15.1 In this Agreement:

- a. reference to the singular includes a reference to the plural, and vice versa, unless the context otherwise requires;
- b. reference to a particular numbered Article or section, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered Article, section or Schedule of this Agreement, except where otherwise provided;
- c. headings are inserted for ease of reference only and are not to be used in interpreting this Agreement;
- d. reference to an enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- e. reference to a “Party” or the “Parties” is a reference to a Party or the Parties to this Agreement and their respective permitted successors and assigns;
- f. reference to a “day”, “month” or “year” is a reference to a calendar day, calendar month or calendar year, as the case may be, unless otherwise expressly provided; and
- g. the word “including,” when following a statement, is to be construed broadly to refer to other things that could reasonably fall within the scope of the statement.

16.0 General Provisions

- 16.1 This Agreement is governed by, and to be interpreted according to, the laws of Canada and of the Province, and the Parties agree that the courts of the Province have exclusive jurisdiction over any proceeding concerning this Agreement and to attorn to the jurisdiction of such courts.
- 16.2 Unless otherwise explicitly stated in this Agreement, this Agreement is the entire agreement between the Parties respecting its subject matter and there are no undertakings, representations or promises, express or implied, other than those expressly set out in this Agreement.
- 16.3 Unless otherwise explicitly stated in this Agreement, this Agreement terminates and supersedes all previous communications, representations, understandings,

warranties, covenants and agreements, whether verbal or written, between the Parties respecting the subject matter of this Agreement, other than as expressly set out in this Agreement.

- 16.4 Time is of the essence of this Agreement.
- 16.5 If any portion of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, the illegal or invalid portion will be severed, and the Agreement read without reference to that provision.
- 16.6 Where a provision of this Agreement is severed in accordance with section 16.5 and that severance materially affects the implementation of this Agreement, the Parties agree to meet to resolve the issue in accordance with Article 7.0, and to amend this Agreement accordingly.
- 16.7 Waiver of any default of this Agreement by either Party will not be effective unless it is in writing and duly signed by that Party and is only effective to the extent of that express waiver and does not operate as a waiver of any other default.
- 16.8 The failure of either Party to require performance by the other Party at any time of any obligation under this Agreement does not affect that Party's right to subsequently enforce that obligation.

17.0 Assignment

- 17.1 The rights, benefits and obligations of the Parties will not be assigned or subcontracted, in whole or in part, without the express, prior written consent of the other Party.

18.0 Amendment

- 18.1 This Agreement will not be amended except by the written agreement of Parties, duly approved and executed by each of the Parties.

IN WITNESS WHEREOF the Parties have duly executed this Agreement.

SIGNED ON BEHALF OF **DOIG RIVER
FIRST NATION**

) _____
) Chief Trevor Makadahay

Signature

) _____
) Councillor Brittany Brinkworth

Name of Witness:

) _____
) Councillor Kelvin Davis, Jr.

Address:

Occupation:

) _____
) Councillor Garry Oker

SIGNED ON BEHALF OF **THE CITY OF
FORT ST. JOHN**

) _____
) Mayor Lori Ackerman

Signature

) _____
) Councillor Trevor Bolin

Name of Witness:

) _____
) Councillor Lilia Hansen

Address:

Occupation:

) _____
) Councillor Gord Klassen

) _____
) Councillor Byron Stewart

) _____
) Councillor Tony Zabinsky

Schedule "A"
Services

A.1 Services – General

SERVICE	DRFN PURCHASE	BUDGETED COST OF SERVICE (2020)	MUNICIPAL BYLAW
General Government			
Corporate Services	NO	-	Not applicable
City Hall Building Maintenance	NO	-	Not applicable
City Manager's Office	NO	-	Not applicable
Civic Properties	NO	-	Not applicable
Health and Safety	NO	-	Not applicable
Human Resources	NO	-	Not applicable
Information Technology	NO	-	Not applicable
IT/Bylaw Building Maintenance	NO	-	Not applicable
Legislative Services	NO	-	Not applicable
Other Government Services	NO	-	Not applicable
Environmental Development			
Land Management	NO	-	Not applicable
Planning Services	NO	-	Not applicable
Strategic Services	NO	-	Not applicable
Visitor Centre	NO	-	Not applicable
Recreational Facilities			
Community Services Administration	YES	1,595,504	NONE
Pool	YES	2,902,655	NONE
Cultural Services	NO	-	Not applicable
Grounds	YES	1,806,925	NONE
NP Recreation Centre	YES	591,889	NONE
Other Rec and Cultural Facilities	YES	262,109	NONE
Pomeroy Sports Centre	YES	2,192,585	NONE
Protective Services			
Animal Control	YES	137,829	Animal Control Bylaw No.2377, 2017 (as amended from time to time)
Building Inspection	NO	-	Not applicable
Bylaw Enforcement	NO	-	
Emergency Management	YES	54,601	NONE
Fire Protection	YES	5,112,628	Fire Protection and Life Safety Bylaw No 2106, 2012 (as amended from time to time)

Parking Control	YES	49,356	Traffic Control Bylaw No. 720, 1979 (as amended from time to time)
RCMP	YES	7,315,053	NONE
Public Health			
Cemeteries	NO	-	Not applicable
Transit			
Transit	YES	1,457,000	NONE
Transportation Services			
Transportation Services	YES	6,015,171	NONE
Fiscal Services			
Bank Interest and Service Charges	NO	-	Not applicable
Principal on Long-term Debt	NO	-	Not applicable
Reconciliation - miscellaneous	NO	-	Not applicable
		TOTAL \$29,493,305	

A.2 Services – Utility

SERVICE	DRFN PURCHASE	MUNICIPAL BYLAW
Solid Waste Collection	UTILITY	Solid Waste Management Bylaw No. 2505, 2019 (as amended from time to time)
Solid Waste Disposal	UTILITY	Solid Waste Management Bylaw No. 2505, 2019 (as amended from time to time)
Sewer Utilities	UTILITY	City of Fort St John Sewer Use Regulation & Charges Bylaw No. 2451, 2018 (as amended from time to time)
Water Utilities	UTILITY	City of Fort St John Water Regulation Bylaw No. 2457, 2019 (as amended from time to time)

**Schedule “B”
Map of Urban Reserve Lands**

Doig River Urban Reserve Parcels



**Schedule “C”
Service Charge Calculations**

Calculation of Service Charge

- C.1 Annually during the Term, the Municipality will determine the General Charge in respect of the Services – General based on the formula below:

$$\text{General Charge} = [\text{Municipal Tax Rates} * \text{Assessed Value}] * 75\%$$

where:

- a. “**Assessed Value**” means the market value of the Urban Reserve Lands as if the Urban Reserve Lands were taxable and held in fee simple, as determined by the British Columbia Assessment Authority or such other third party as the First Nation and Municipality may agree to; and
- b. “**Municipal Tax Rates**” means the property value tax rate set by the Municipality’s Council in its annual property tax bylaw for that calendar year for an equivalent class of property.

- C.2 Annually during the Term, the Municipality will determine the Utility Charge in respect of the Services – Utilities based on the formula below:

$$\text{Utility Charge} = \text{Utility Rates} * \text{Usage}$$

where:

- a. “**Utility Rates**” means the fees imposed for use the Services - Utilities by the Municipality’s Council by bylaw from time to time; and
- b. “**Usage**” means the actual consumption of Services - Utilities by persons or occupiers on the Urban Reserve Lands for the 12 months preceding any invoice, as determined by the Municipality.

APPENDIX “A”
Memorandums of Understanding

Memorandum of Understanding Development and Servicing



THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is dated for reference the 3rd day of March, 2020.

WHEREAS:

1. Doig River First Nation (henceforth “DRFN”) and the City of Fort St. John (the “City”), each a “Party” and collectively the “Parties”, signed an MOU in 2010 to build a mutually beneficial relationship and work together, which remains a relevant foundation for this Development and Servicing MOU.
2. DRFN has and will continue to acquire lands within and near the City some of which are part of its Treaty Land Entitlement claim.
3. Planning for development of DRFN urban land holdings is underway, which requires the City and DRFN to work together on the development and servicing of the lands.
4. Development on Fee Simple lands will follow and comply with the City’s land use plans, policies, bylaws, and regulations regime.
5. The Parties recognize that they have common objectives that can be supported through well-planned development and servicing, such as:
 - a prosperous local economy;
 - effective management of lands that maintain and enhance their value to the owner and broader community;
 - a strong and safe social fabric;
 - opportunity for cultural expression within a diverse community setting; and
 - a healthy environment.
6. The Parties recognize that DRFN and the City are autonomous governments with legitimate authorities for their respective jurisdiction.
7. DRFN is a unique developer. While the City’s land use plans, policies, and bylaws apply to the development of DRFN fee simple land holdings, in recognition of DRFN’s autonomy, City Council may wish to modify specific processes or requirements from time-to-time in ways that uphold the best interests of both Parties and reflect the intent of maintaining and strengthening a mutually beneficial government-to-government relationship between the Parties.
8. DRFN and the City recognize that the context for development and servicing processes and decisions is dynamic in that it will change over time with the changes to the number and locations of DRFN land holdings, the transition of the land holdings to reserve, municipal policy and bylaw changes, and transition of staff and political leadership. The changes in the jurisdiction and legal context do not change the intent documented in this MOU for development and servicing, or cooperation between the Parties.

NOW THEREFORE, in consideration of achieving effective development and servicing of DRFN’s fee simple urban land holdings and future urban reserve lands, the Parties have reached the following understanding:

1. PURPOSE

The purpose of this MOU is to:

1. Build upon the 2010 MOU in the areas of land development and servicing for DRFN’s land holdings within the City.
2. Document the intent and process for land development and servicing decisions, to ensure that the implementation of development and servicing processes is aligned with the broader intent of the government to government relationship.
3. Establish a framework that enables a seamless integration of DRFN’s lands within the City, and seamless transition of land holdings to reserve land with respect to land development and service delivery.
4. Guide the negotiation and development of service agreements or other legally binding agreements that will be implemented when DRFN’s land holdings within the City are transitioned to urban reserve lands. Details related to the application of principles in this MOU will be included in service agreements that are legally binding contracts between the Parties.

2. PRINCIPLES

1. Development and servicing processes shall support a seamless integration of compatible land uses between DRFN fee simple land holdings or urban reserve, and the City of Fort St. John.
2. The Parties commit to timely and collaborative decision-making related to development.
3. Development and servicing processes and procedures shall be undertaken in a manner that:
 - i. Recognizes the autonomy and authority of each Party.
 - ii. Recognizes the Parties’ shared goals, objectives, and long-term interests, including economic development, land use planning and servicing
 - iii. Fosters mutual learning and understanding each other’s context.
 - iv. Strengthens the mutually beneficial relationship between the Parties.
4. The Parties will use tools at their disposal to administer the development and servicing bylaws, processes, and procedures. The flexibility of existing bylaws and regulations may be achieved through existing tools such as agreements, variances, and amendments which suit the needs of the Parties.

5. Unless otherwise negotiated, City services provided will include all services delivered to other city residents and landowners, including water, sewer, residential solid waste collection, fire protection, transportation, snow clearing, parks, recreation, development permitting, building inspections and permitting, bylaw enforcement, and RCMP. Service levels will be consistent with those provided to other comparable uses in the City.
6. For urban reserve lands, DRFN has their own government support services and therefore will not receive services such as: legislative and administrative, financial management, human resources, information technology, municipal elections, or benefit from the municipal governance framework.
7. Services will be planned and provided in a way that:
 - i. Ensures safe, effective, and efficient service delivery for the community as a whole.
 - ii. Provides a consistent standard of servicing and reliable level of service.
 - iii. Aligns with the financial consideration principles stated in this MOU.
8. Roles and responsibilities for service delivery:
 - i. Infrastructure ownership: DRFN will own on-site infrastructure that is required only to service the site development, such as water, sewer, and storm service lines and access roads. The City will maintain ownership of any system infrastructure that is required to provide services to other City customers, residents or landowners, such as water mains or arterial roads.
 - ii. Operations and maintenance: The Parties are each responsible for operating and maintaining the infrastructure they own.
 - iii. Long term planning: As part of regular business, the City conducts long term planning for the infrastructure it owns and the services it delivers. The City will consult DRFN in advance of making any decisions through long term planning that may impact the current level of service received or restrict the level of service available in the future. DRFN will consult the City with any development plans that will influence the level of service required from the City.
 - iv. Renewal and replacement: The Parties are each responsible for renewal and replacement of infrastructure they own.
9. Financial consideration:
 - i. Service provision will be cost neutral for the service provider.
 - ii. DRFN will pay standard City taxes, rates, and fees for fee-simple land holdings.
 - iii. Rates and fees for service provision to urban reserve lands will be determined in a service agreement. These rates and fees will cover costs of service provision and ongoing service delivery and will be calculated based on DRFN’s fair share of the services they have access to. Self-contained government support services provided by the City under the fee simple framework, will be excluded/no longer required for urban reserve lands. This includes services such as: legislative and administrative, financial management, human resources, information technology, and municipal elections.
 - iv. When DRFN provides services that are deemed by both Parties to benefit City residents and landowners, a mechanism may be applied to recover a fair portion of the costs of providing those services to City residents and landowners.
 - v. The Parties commit to proactive communication, timely decision-making, and transparency between governments about the full cost of service delivery and the determination of any rates and fees.
 - vi. DRFN will participate in local area service initiatives. The City will work with DRFN to develop and plan for local area service initiatives that impact DRFN as part of the long-term capital planning process.
10. Bylaws and enforcement:
 - i. City bylaws apply to fee-simple land holdings and will be enforced by the City.
 - ii. DRFN will develop bylaws for the urban reserve areas, as permitted under the various reserve land management regimes available to DRFN, that are compatible and aligned with the City’s bylaws to ensure consistent standards of service delivery, community safety, and peaceful cohabitation. DRFN will reference relevant City bylaws to the extent it is practicable to do so.
 - iii. Bylaws may be enforced by the City on reserve lands as negotiated in a service agreement.
11. In the case that City boundary expansions encompass DRFN land holdings or areas surrounding DRFN reserve, the Parties agree to cooperate and communicate to ensure a smooth transition of development processes and service delivery.

12. The City recognizes DRFN’s cultural diversity and will consult with DRFN on City bylaws impacting DRFN.
13. The City recognizes that DRFN intends to transition some of its land holdings within the City to urban reserve(s). The Parties will support this transition by providing any reports, studies, or other information that are relevant to the lands.

3. DISPUTE RESOLUTION

The Parties agree that in the event there is dispute concerning the development and servicing of DRFN’s urban land holdings and urban reserve lands, Alternative Dispute Resolution (ADR) will be adopted to settle disputes between the Parties. When a dispute is raised, the Parties will move through the following steps sequentially until the issue is resolved:

1. Informal communication between the City’s City Manager, DRFN’s Band Administrator, and other relevant staff from the City and DRFN.
2. Negotiation (unassisted or assisted) involving representation from the City’s Mayor and Council, DRFN’s Chief and Council, the City’s City Manager, and DRFN’s Band Administrator.
3. Mediation involving the same representation as negotiation. Mediation, if required, will be binding.

4. TERM

The Parties agree that this MOU will remain in effect until it is renegotiated, amended, or terminated by either Party with two years written notice. Termination of this MOU does not impact any service agreements that have been negotiated using the principles of this MOU.

5. COMMUNICATION

The Parties recognize that effective, regular, and open communication is key to the success of a government-to-government relationship. Therefore, the Parties agree that:

1. Recurring meetings will be held for general communications and cultural sharing. These meetings will be attended by representatives from the Council and Staff members from both Parties. At a minimum, these meetings will include:
 - i. A bi-annual Government to Government meeting.
 - ii. A bi-annual general meeting of the City Manager and Band Administrator.
2. There will be proactive and open communications regarding, but not limited to, the following subjects:
 - i. Land development plans, including neighborhood plans.
 - ii. Servicing plans including long term plans, annual capital plans, and operating budgets.
 - iii. Changes to taxes, rates, and fees.
 - iv. Updates to additions to reserve and land code processes.
 - v. Updates to community plans.
 - vi. Changes to regulatory frameworks or bylaws or bylaw enforcement procedures.
 - vii. Larger developments that may have a significant impact on rates and fees (e.g. Assembly Hall or Community Centre).
 - viii. Local area service initiatives.
 - ix. Capital projects or works undertaken by one Party that may impact the business or operations of the other Party.

6. GENERAL PROVISIONS

1. The Parties acknowledge that this MOU is not legally binding and is an expression of intent only.
2. This MOU does not fetter the legislative jurisdiction of the City Council or DRFN Council.
3. Notice about amendment or termination of this MOU will be sufficiently given if written communication is delivered in person or pre-paid registered mail. The address for delivery of any notice or other written communication required or permitted to be given in accordance with this MOU, shall be as follows:

To the City:
City of Fort St. John
Attn: City Manager and Mayor
10631-100th Street
Fort St. John, BC, V1J3Z5
To DRFN:
Doig River First Nation
Attn: Band Administrator and Chief
P.O. Box 56
Rose Prairie, BC, V0C2H0

This MOU may be signed and delivered by facsimile in any number of counterparts with the same effect as if all Parties had all signed and delivered the same document and all counterparts will be construed together to be an original and will constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have signed this MOU as of the date first written above.

DOIG RIVER FIRST NATION

Per: _____
Trevor Makadahay
Chief

Per: _____
Kelvin Davis Jr.
Councillor

Per: _____
Garry Oker
Councillor

Per: _____
Brittany Brinkworth
Councillor

CITY OF FORT ST. JOHN

Per: _____
Lori Ackerman
Mayor

Per: _____
Janet Prestley
Director of Legislative and Administrative Services

Memorandum of Understanding



THIS MEMORANDUM OF UNDERSTANDING ("MOU") is dated for reference the 13th day of August, 2010.

WHEREAS:

- A. DRFN is interested in acquiring reserve lands (the "Urban Reserve"), in or near the City of Fort St. John, as part of the settlement of its Treaty Land Entitlement ("TLE") Claim and is conducting research into how much land would be required to meet its long term residential, industrial, commercial, cultural and economic development needs;
- B. DRFN's interests in the establishment and administration of the Urban Reserve are:
 - i. to contribute to the future land needs of the DRFN membership until 2110 (i.e. the next 100 years),
 - ii. to foster the development of the regional economy, and
 - iii. to attract new business investment to the North Peace area;
- C. The Parties have entered into a Memorandum of Understanding on Cooperation and Communication dated August 13, 2010 (the "Cooperation and Communication Protocol"), which sets out the principles and mutual objectives agreed to by the Parties for the purposes of promoting cooperative relationship building;
- D. In accordance with the Cooperation and Communication Protocol, the Parties wish to work together to develop a common approach to matters of mutual interest that will arise in the planning and development of the Urban Reserve to ensure that:
 - i. a seamless transition occurs between the Urban Reserve and the City of Fort St. John; and
 - ii. new development is well planned and compliments existing land uses; and
- E. The Parties recognize that working together pursuant to a cooperative government-to-government relationship will facilitate the sharing of information, improve communications and establish a solid foundation for future planning in anticipation of successful community development.

NOW THEREFORE, in consideration of furthering their respective interests, the Parties have reached the following understanding:

1.0 Purposes

- 1.1 The purposes of this MOU are to:
 - (a) identify the matters of mutual interest that the Parties agree to discuss regarding the planning and development of the Urban Reserve;
 - (b) establish the first steps in the development of a process (the "Joint Planning Process") for the Parties to engage in those discussions; and
 - (c) set out the principles that the Parties agree will govern their engagement with each other.

2.0 Principles

- 2.1 The Joint Planning Process will be conducted in a manner that respects the governance structure, autonomy and jurisdiction of each Party, recognizing that both Parties have a duty to serve in the best interests of their citizens.

- 2.2 The Parties will dedicate the resources necessary to engage effectively in the Joint Planning Process and will work cooperatively to ensure that the Parties have a full understanding of each other's capacities, traditions, roles, responsibilities and current projects.
- 2.3 Each Party will respect the time and effort contributed to the Joint Planning Process by the other Party.

3.0 Areas of Joint Interest

- 3.1 Provision of Services
 - 3.1.1 The Parties will discuss the development of service agreements, such as those pertaining to municipal services, which may be of mutual benefit to one or both of the parties.
- 3.2 Land Use Planning and Development
 - 3.2.1 The Parties will discuss the coordination of their respective land use planning processes and other ways to work towards a seamless transition between the Urban Reserve and the City to encourage the development of region-wide facilities and to ensure the appropriate designation of urban land uses.
 - 3.2.2 The Parties will discuss matters regarding the development of community plans, zoning, land use bylaws and planning processes.
- 3.3 Shared Services
 - 3.3.1 The Parties will discuss sharing services. These may include, but are not limited to, public library service, public transit, social services, recreation and leisure services and police services.
- 3.4 Regional Economy
 - 3.4.1 The Parties will identify and discuss economic development opportunities that will benefit the region as a whole.
 - 3.4.2 The Parties will work together on the planning and development of economic development projects of mutual interest and benefit.

4.0 Joint Planning Process

- 4.1 Unless otherwise agreed, the Parties will appoint two Council representatives and one alternate (the "Joint Planning Committee") with one staff representative to develop a Joint Planning Process as soon as reasonably possible, but not later than December 31, 2010.
- 4.2 The Joint Planning Committee will meet quarterly, or as required, with the first meeting to take place within 60 days of signing this MOU.
- 4.3 The Parties agree that confidential information, materials or documentation shared during the development and conduct of the Joint Planning Process will be held in confidence (whether marked confidential or not) and the Parties will take all reasonable steps and precautions to protect and maintain the confidentiality of such information, materials and documentation, subject always to the Parties' respective legal obligations under Federal and Provincial freedom of information and protection of privacy legislation.

5.0 Communications and publicity

- 5.1 The Parties acknowledge and recognize that the success of a government-to-government relationship is predicated upon regular and open communication based on trust, respect and mutual understanding.
- 5.2 The Parties acknowledge and recognize that communication and information sharing for the interests set out in section 5.1 may be subject to Federal and Provincial freedom of information and protection of privacy legislation.
- 5.3 The Parties acknowledge and agree that all communication regarding this MOU and the matters set out herein will be jointly agreed upon prior to any public release, subject to each Party's respective legal obligations.

6.0 Term and Termination

- 6.1 The Parties acknowledge and agree that this MOU will take effect upon the adoption of authorizing resolutions by the Council of the City and the Council of the DRFN and will remain in effect continuously unless terminated by either Party on at least thirty (30) days prior written notice to the other Party.

7.0 General Provisions

- 7.1 Both the DRFN and the City acknowledge and agree that this MOU is an expression of intent only and is not intended to be legally binding or to create legally enforceable rights between the Parties, save and except for the rights and obligations set forth in sections 4.3 and 5.3 of this MOU.
- 7.2 This MOU may be amended by written agreement of the Parties. Such amendment must be authorized by resolution of the Council of the City and Council of the DRFN.
- 7.3 The Parties agree to uphold the commitments made in this MOU, and in the Cooperation and Communication Protocol, with regard to all matters concerning the Doig Urban Reserve.
- 7.4 This MOU does not fetter the legislative jurisdiction of the Council of the City or the Council of the DRFN.
- 7.5 Any notice required or permitted pursuant to this MOU will be sufficiently given if personally served, sent by facsimile transmission, or mailed by prepaid registered post to the Parties' respective addresses as follows:

Doig River First Nation
P.O. Box 56
Rose Prairie, BC, V0C 2H0
Phone: (250) 827-3776
Fax: (250) 827-3778

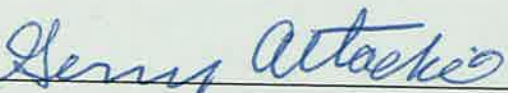
City of Fort St. John
10631 - 100th Street
Fort St. John, BC, V1J 3Z5
Phone: (250) 787-8150
Fax: (250) 787-8181

- 7.6 This MOU may be signed and delivered by facsimile in any number of counterparts with the same effect as if all parties had all signed and delivered the same document and all counterparts will be construed together to be an original and will constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have signed this MOU as of the date first written above.

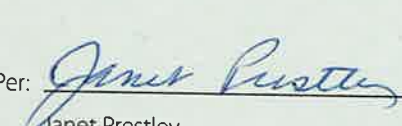
DOIG RIVER FIRST NATION

Per: 
Norman Davis
Chief

Per: 
Gerry Attachie
Councillor

CITY OF FORT ST. JOHN

Per: 
Bruce Lantz
Mayor

Per: 
Janet Prestley
Director of Legislative and Administrative Services