

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