

Memorandum of Understanding

Between

Prophet River First Nation

(“**PRFN**”)

and

The City of Fort St. John

(the “**City**”)

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

On the Establishment of
Reserve Lands
in or near the
City of Fort St. John

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is dated for reference the 28th day of September, 2022.

WHEREAS:

- A. PRFN has, and will continue to, acquire lands in or near the City of Fort St. John and is interested in pursuing reserve creation of some of these lands (the “**Urban Reserve**”);
- B. PRFN’s interests in the establishment and administration of the Urban Reserve are:
 - i. to contribute to the future land needs of the PRFN membership until 2122 (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 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;
- D. The Parties also recognize that they have common objectives that can be supported through well-planned development and servicing, such as:
 - i. a prosperous local economy,
 - ii. effective management of lands that maintain and enhance their value to the owner and broader community,
 - iii. a strong and safe social fabric,
 - iv. opportunity for cultural expression within a diverse community setting, and
 - v. a healthy environment;
- E. The Parties recognize that PRFN and the City are autonomous governments with legitimate authorities for their respective jurisdiction;
- F. The Parties recognize that PRFN is a unique developer. While the Parties understand that the City’s land use plans, policies, and bylaws apply to the development of PRFN fee simple land holdings prior to reserve creation, in

recognition of PRFN'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;

- G. PRFN 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 PRFN 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; and
- H. 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;
- (c) set out the principles that the Parties agree will govern their engagement with each other;
- (d) 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; and
- (e) establish a framework that enables a seamless integration of PRFN's lands within the City, and seamless transition of land holdings to reserve land with respect to land development and service delivery.

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.
- 2.4 The Joint Planning Process shall support a seamless integration of compatible land uses between PRFN fee simple land holdings or Urban Reserve, and the City.
- 2.5 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.
- 2.6 Unless otherwise negotiated, City services provided to PRFN lands in Fort St. John 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.
- 2.7 For the Urban Reserve lands, PRFN will have 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.
- 2.8 Services will be planned and provided in a way that:
 - (a) ensures safe, effective, and efficient service delivery for the community as a whole;
 - (b) provides a consistent standard of servicing and reliable level of service; and
 - (c) aligns with the financial consideration principles stated in this MOU.

2.9 Roles and responsibilities for service delivery:

- (a) Infrastructure ownership: PRFN 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 off PRFN land that is required to provide services to other City customers, residents or landowners, such as water mains or arterial.
- (b) Operations and maintenance: The Parties are each responsible for operating and maintaining the infrastructure they own.
- (c) 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 PRFN 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. PRFN will consult the City with any development plans that will influence the level of service required from the City.
- (d) Renewal and replacement: The Parties are each responsible for renewal and replacement of infrastructure they own.

2.10 Financial Consideration:

- (a) Service provision will be cost neutral for the service provider.
- (b) PRFN will pay standard City taxes, rates, and fees for fee-simple land holdings.
- (c) Rates and fees for service provision to the Urban Reserve 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 PRFN'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 the Urban Reserve. This includes services such as: legislative and administrative, financial management, human resources, information technology, and municipal elections.
- (d) When PRFN 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.

- (e) 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.
- (f) PRFN will participate in local area service initiatives. The City will work with PRFN to develop and plan for local area service initiatives that impact PRFN as part of the long-term capital planning process.

2.11 Bylaws and enforcement:

- (a) City bylaws will continue to apply to PRFN fee-simple land holdings and will be enforced by the City.
- (b) PRFN will develop bylaws for the Urban Reserve, as permitted under the various reserve land management regimes available to PRFN, that are compatible and aligned with the City's bylaws to ensure consistent standards of service delivery, community safety, and peaceful cohabitation. PRFN will reference relevant City bylaws if applicable.
- (c) Bylaws may be enforced by the City on the Urban Reserve as negotiated in a service agreement.

2.12 In the case that City boundary expansions encompass PRFN land holdings or areas surrounding a PRFN reserve, the Parties agree to cooperate and communicate to ensure a smooth transition of development processes and service delivery.

2.13 The City recognizes PRFN's cultural diversity and will consult with PRFN on City bylaws impacting PRFN.

2.14 The City recognizes that PRFN intends to transition some of its land holdings within the City to Urban Reserve. The City will support this transition by providing any reports, studies, or other information in its possession that are relevant to the lands.

3.0 Areas of Joint Interest

3.1 Provision of Services

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

- (a) 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.
- (b) The Parties will discuss matters regarding the development of community and neighbourhood plans, zoning, land use bylaws and planning processes.
- (c) The Parties will also discuss:
 - i. servicing plans including long term plans, annual capital plans, and operating budgets
 - ii. changes to taxes, rates, and fees.
 - iii. updates to additions to reserve and land code processes;
 - iv. changes to regulatory frameworks or bylaws or bylaw enforcement procedures;
 - v. larger developments that may have a significant impact on rates and fees (e.g. Assembly Hall or Community Centre);
 - vi. local area service initiatives; and
 - vii. capital projects or works undertaken by one Party that may impact the business or operations of the other Party.

3.3 Shared Services

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

- (a) The Parties will identify and discuss economic development opportunities that will benefit the region as a whole.
- (b) 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 each appoint their Chief Administrative Officers and an alternate (the “**Joint Planning Committee**”) with one additional staff representative to develop a Joint Planning Process as soon as reasonably possible, but not later than January 31, 2023.
- 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 PRFN.
- 6.2 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.

7.0 Dispute Resolution

- 7.1 The Parties that in the event there is dispute concerning the development and servicing of PRFN'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:
- (a) Informal communication between the Party's Chief Administrative Officers, and other relevant staff from the City and PRFN.
 - (b) Negotiation (unassisted or assisted) involving representation from the City's Mayor and Council, PRFN's Chief and Council, the City's Chief Administrative Officer, and PRFN's Chief Administrative Officer.
 - (c) Mediation involving the same representation as negotiation. Mediation, if required, will be binding.

8.0 General Provisions

- 8.1 Both the PRFN 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.
- 8.2 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 PRFN.
- 8.3 The Parties agree to uphold the commitments made in this MOU.
- 8.4 This MOU does not fetter the legislative jurisdiction of the Council of the City or the Council of the PRFN.
- 8.5 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:

Prophet River First Nation
PO Box 3250
Fort Nelson, BC, VOC 1R0
Phone: (250) 773-6555
Fax: (250) 773-6556

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

- 8.6 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.

PROPHET RIVER FIRST NATION

Per: _____

Per: _____

CITY OF FORT ST. JOHN

Per: _____

Per: _____