

EXAMPLE: PROTOCOL FOR COOPERATION AND RESPECT

BETWEEN:

THE CITY OF EXAMPLE
("the City")

AND:

THE FIRST NATION EXAMPLE
("the First Nation")

(collectively referred to as the "Parties")

WHEREAS

The City of Example is within the Traditional Territory of the First Nation Example;

There is limited land available for development within the region and a number of potential benefits from coordinated planning of development and infrastructure on lands under the jurisdiction of the Parties; and

The Parties recognize that there are many mutual benefits from increased cooperation;

THEREFORE

The Parties wish to confirm their commitment to mutual cooperation and respect based on the following principles and agreements.

1. RECOGNITION AND RESPECT

The Parties acknowledge that:

- 1.1 The First Nation has used and managed the lands, waters and resources in their Territory since time immemorial and have a special relationship with their Territory.
- 1.2 The City has been incorporated and the citizens of the City have a special relationship with the area they now call home.

- 1.3 The First Nation has an inherent right of self-government, and has rights and responsibilities relating to their members and Territories.
- 1.4 The Chief and Council of the First Nation have governance and taxation authorities under the *First Nations Fiscal and Statistical Management Act* and have responsibilities to their members and to other citizens living on their Reserve.
- 1.5 The Mayor and Council have governance and taxation authorities under the *Local Government Act* and the *Community Charter* and have responsibilities to the citizens of the City.

Therefore, the Parties agree:

To work together in a way that respects each other's authority, limitations, and responsibilities.

2. **SHARED VALUES**

The Parties share the following values:

- 2.1 The protection of significant ecosystems and watersheds;
- 2.2 The protection of cultural and historical sites and values;
- 2.3 Managing development and infrastructure in a planned and efficient manner;
- 2.3 The encouragement of sustainable and diversified economic development; and
- 2.4 The enhancement of the quality of life for all citizens.

3. **COMMITMENT TO COOPERATE**

- 3.1 The Parties are committed to carrying out the commitments in this Protocol in a timely manner and to continuing to build relations in a spirit of cooperation and respect.
- 3.2 The Parties will work towards greater cooperation and coordination in the following areas:
 - Information-sharing and consultation,
 - Coordinated land-use planning,
 - Coordinated long-term infrastructure planning,
 - Provision of services,
 - Sustainable economic development for the region, and
 - Protection of heritage and cultural resources and sites.

4. **DETAILS OF COOPERATION**

Communications, information-sharing and consultation

4. Each Party agrees to:

- 4.1 Subject to any confidentiality issues, share as soon as possible with the other Party all information which may affect that Party or which may be important to them;
- 4.2 Consult with the other Party on matters which may affect the other Party and specifically on:
 - Reviews, revisions, or amendments of official community plans, infrastructure plans, and land-use plans,
 - Major developments or re-developments,
 - Any land-use decisions or authorizations that may affect cultural or heritage resources or sites,
- 4.3 Respond in a timely manner to any requests for a meeting by one of the Parties; and
- 4.4 Give full and fair consideration to any issues raised by the other Party before making a decision that could directly or indirectly affect the other Party.

Coordinated Land-use Planning

5. The Parties agree to:

- 5.1 Share information and consult as set out in the Communications section above;
- 5.2 Work together towards coordinated land-use planning to minimize incompatible land-uses and maximize sustainable and efficient use of lands and resources and promote development in a manner that is consistent with the shared values of the Parties; and
- 5.3 Coordinate land-use planning to the highest level possible while still respecting each other's jurisdiction and not seeking undue influence or vetoes over one another's land-use decisions.

Coordinated Long-term Infrastructure Planning

6. The Parties agree to:

- 6.1 Share information and consult as set out in the Communications section above;
- 6.2 Work together towards coordinated long-term infrastructure planning to minimize inadequate or duplicated infrastructure and maximize planned and efficient development;

- 6.3 Where possible, support joint applications for funding or grants relating to infrastructure; and
- 6.4 Coordinate to the highest level possible while still respecting each other's jurisdiction and not seek vetoes over one another's decisions relating to infrastructure.

Provision of Services

- 7. Each Party agrees to:
 - 7.1 Where capacity permits, supply services the other Party needs at a fair and reasonable cost and without imposing unrelated or unreasonable fees or conditions;
 - 7.2 Pay for agreed-upon services they receive from the other Party; and
 - 7.3 Work towards efficient and coordinated service delivery for all citizens.

Sustainable Economic Development

- 8. The Parties agree to:
 - 8.1 Work together to promote sustainable and diversified economic development for the region; and
 - 8.2 Where possible, support each other's funding applications and initiatives relating to sustainable economic development.

Protection of heritage and cultural resources and sites

- 9. The Parties agree to:
 - 9.1 Promote and enhance awareness and understanding of the culture and history of the First Nation people and of the people of Example;
 - 9.2 Work together to protect heritage and cultural resources and sites;
 - 9.3 Wherever possible, include promotion and protection of heritage and cultural resources in sites in official community plans and other planning documents; and
 - 9.4 Wherever possible, ensure that land-owners and developers are notified of heritage and cultural resources and sites.

10. DISPUTE RESOLUTION

- 10.1 The Parties are committed to open honest and respectful interaction with each other in order to communicate effectively and avoid conflict.

10.2 Where a dispute arises between the Parties, the Chief or designated official from the First Nation will meet with the Mayor or designated official from the City to engage in informal communications in an attempt to resolve specific issues.

10.3 Where a dispute between the Parties has not been resolved, the Parties may call a meeting to discuss the dispute. Where the Parties are not able to resolve a dispute, the Parties may, by agreement, share the costs of a mediator or arbitrator.

11. NATURE OF THIS PROTOCOL

11.1 This Protocol is not legally binding. It is without prejudice and does not in any way modify, suspend, abrogate, or derogate from the aboriginal rights or title of the First Nation.

11.2 This Protocol is intended to contribute towards consultation but is not intended as a substitute for legal duties to consult and accommodate with respect to specific projects or initiatives.

11.3 Nothing in this Protocol requires any Party to act in a manner that is inconsistent with their authority or their responsibilities to their citizens.

11.4 Either Party may terminate this agreement with 60 days written notice to the other Party.

As evidence of our agreement to the above terms and our commitment to work together in a spirit of cooperation and respect, we have signed this Protocol as set out below:

ASSENTED TO THIS _____ DAY OF _____ 2012 BY:

Mayor of the City of Example

Chief of First Nation Example