

**PROTOCOL BETWEEN MUSQUEAM INDIAN BAND  
AND  
CITY OF VANCOUVER**

**BACKGROUND:**

- A. The Musqueam Indian Band (the "Band") and the City of Vancouver (the "City") are separate, independent government entities, each of which is accountable to its respective community.
- B. As neighbours, the City and the Band mutually benefit from a productive, inter-government working relationship.
- C. The Band is working to strengthen its community and community governance, including: improved accountability; improved employment opportunities for Band members; and more efficient and effective deployment of Band resources.
- D. The City, by successive Agreements with the Band, has provided municipal services to the Band's lands for over 30 years. More recently, since 1994, the City and the Band have continuously renewed an existing services agreement on an annual or bi-annual basis. Both parties now intend, through this Protocol, to establish a basis for strengthening intergovernmental cooperation and communication between the Band and the City.
- E. This Protocol is a basis for the ongoing service relationship between the Band and the City but has no legal force or effect.
- F. The City and the Band will execute separate interim services agreements, based on this Protocol, with effect from January 1, 2005 and expiring at mutually agreed dates, which agreements will govern the Parties' legal rights and obligations separate and apart from this Protocol.

**THE BAND AND THE CITY NOW AGREE AS FOLLOWS:**

1. Each party will appoint one of its Councillors to monitor and communicate matters related to the Protocol. These Councillors will work to resolve any issues and will report formally, at least annually, to their respective Councils on status and performance.
2. Each party will continue to appoint a staff member to administer the services agreement(s), assist the designated Councillor in implementing the principles of this Protocol, manage the day-to-day issues related to the services agreement, and assist the designated Councillor in the preparation and presentation of the annual report referred to in Section 1 above.
3. Both Parties agree to:
  - (a) Accommodate both Parties' desire to pay for/receive municipal services in a manner that is fair and equitable to Band's and the City's residents while supporting the Band's objective of purchasing municipal services based on cost, and supporting the City's objective of supplying municipal services using its normal billing processes.
  - (b) Support both Parties' desire to provide municipal services efficiently and effectively

- (c) Accommodate both parties' desire to implement an emergency mutual aid agreement so as to be helpful neighbours to each other in times of need.
  - (d) Continue to work together on a coordinated bylaw regime for the Reserve to the extent necessary to enable the agreed services.
4. The parties will endeavour to negotiate and conclude changes and improvements to the services agreement within the first 6 months of each calendar year so as to take effect at the beginning of the following calendar year.

**THIS STATEMENT OF INTENT IS NOW ACKNOWLEDGED AND AGREED TO BY THE DESIGNATED COUNCILLOR REPRESENTATIVE AND STAFF REPRESENTATIVE THIS \_\_\_ DAY OF DECEMBER, 2004:**

**MUSQUEAM INDIAN BAND**

---

By Councillor, \_\_\_\_\_

By Staff, \_\_\_\_\_

**CITY OF VANCOUVER**

---

By Councillor, \_\_\_\_\_

By Staff, \_\_\_\_\_