

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING () is dated for reference the ____ day of ____
____ 2022.

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, REPRESENTED BY THE MINISTER OF TRANSPORTATION AND INFRASTRUCTURE, having offices at 342-477 Columbia Street, Kamloops, British Columbia, V2C 2T3

(the “Ministry”)

AND:

THE CITY OF WILLIAMS LAKE, having offices at 450 Mart St, Williams Lake, BC V2G 1N3

(the “City”)

AND:

THE CARIBOO REGIONAL DISTRICT, having offices at 180 3 Ave N Suite D, Williams Lake, BC V2G 2A4

(the “Regional District”)

(each, a “Participant” and together, the “Participants”)

WHEREAS:

- A. The Participants wish to work together on matters relating to the Hodgson Landslide Complex and the effect on public safety, lands and infrastructure within the respective jurisdictions of each Participant;
- B. The Participants acknowledge that the interests of area residents are best served by the Participants working together collaboratively and in coordination to undertake the investigation, assessment and options development related to the Hodgson Landslide Complex for consideration by their respective organizations; and
- C. The Participants intend to cooperate to achieve mutual goals and resolve differences as they may arise and or be identified.

The following is a list of itemized expectations of the Participants under this MOU:

Definitions

1. **“Hodgson Landslide Complex”** means that area where there is a large ancient slide-mass located south of Highway 20 on the south side of Williams Lake and into the Cariboo Regional District as shown on the sketch plan attached as Schedule 1.
2. **“Management Steering Committee”** means a committee consisting of a representative(s) from each Participant as follows:
 - a. For the Ministry:

Greg Bruce, Hodgson Slide Recovery, MoTI Director
213-1011 4th Ave
Prince George, BC V2L 3H9
Tel: 250 645-9629
Email: greg.bruce@gov.bc.ca; and

Sandra Griffiths, District Manager Transportation, Cariboo
301-640 Borland Street
Williams Lake, BC V2G 4T1
Tel: 250 398-4519
Email: sanda.griffiths@gov.bc.ca
 - b. For the City:

Gary Muraca, CAO City of Williams Lake
450 Mart Street, Williams Lake, BC, V2G 1N3,
Tel: 250 392-1775
email: gmuraca@williamslake.ca
 - c. For the Regional District:

John MacLean, CAO
Cariboo Regional District
Suite D, 180 North 3rd Avenue
Williams Lake, BC V2G 2A4
Phone: 250-392-3351
Toll Free: 1-800-665-1636
email: jmaclean@cariboord.ca

Or such other representatives a Participant may advise the other Participants in writing from time to time.

3. **“Participants”** includes the Ministry, City and Regional District’s elected officials, members of the Executive Council (including, without limitation, the Minister of Transportation and Infrastructure, any of their respective directors, officers, managers, employees, servants, representatives, agents, consultants, advisors or affiliates.
4. **“Technical Liaison Committee”** means a group of technical representatives or consultants of each of the Participants and a representative from Fortis BC that will report to the Management Steering Committee and chaired by the MoTI Project Manager
5. **“Technical Work”** includes field investigation, interpretation of investigation and design recommendations.

Objectives

6. The Participants wish to set out in this MOU the broad basis under which they will undertake certain collaborative activities in respect of the Hodgson Landslide Complex.
7. The terms of this MOU are not binding on the Participants, but rather, express their mutual intentions. No Participant will have any legal obligations to another Participant unless they enter into other binding agreements that confirm those obligations.
8. The Participants acknowledge that this MOU is for the investigation and options development phases, and may be revised to include additional phases as agreed upon in writing by the Participants.

Collaborative Activities

9. The Participants’ Management Steering Committee will meet quarterly, or as may be agreed in writing by the Participants, and will be responsible for oversight for material aspects of the Hodgson Landslide Investigation, informed and timely decision-making, always subject to each Participant’s jurisdiction as a decision maker, effective risk and cost oversight and transparency for project stakeholders and the public.
10. The Participants will share information pertaining to the Hodgson Slide Complex, and collaboratively share information regarding investigations and assessments with a view to discussing potential remediations and funding sources.
11. The Management Steering Committee will be responsible for the following tasks in the following timelines:
 - a. Providing input and monitoring the planning and delivery of the work of the Technical Liaison Committee on behalf of their respective organizations – ongoing;

- b. Working collaboratively to implement a unified public communications and engagement plan which respects the jurisdictional requirements of each organization – ongoing; and
- c. Meeting in person or by Teams/Zoom as mutually acceptable to review work progress and discuss the work plans of the Technical Liaison Committee - quarterly or more frequently as may be required from time to time.

12. The Technical Liaison Committee will be responsible for the following tasks in the following timelines:

- a. Reviewing and providing input into investigations to support their respective organization's viewpoint; and
- b. Acting as the sole point of contact for information and dialogue with their respective councils, boards and executives on matters related to the technical work and public communications activities – monthly updates to councils, boards and executives.

13. Estimated Timelines:

Quarterly Management Steering Committee meetings:	Fall 2022 – ongoing
Communications plan development and implementation:	Fall 2022 – ongoing
Review technical works (investigation and analysis from the Technical Liaison Committee):	November 2021 – ongoing
Options generation meeting:	Fall 2022

Roles

- 14.** The Ministry will undertake the planning for investigations, field investigations (drilling, monitoring, sampling, field reconnaissance) data analysis, facilitation of the Technical Liaison Committee, and options development.
- 15.** The Ministry, through its technical consultants and engineers, will produce reports relating to the Hodgson Landslide Complex.
- 16.** The City will provide relevant reports as produced by its technical consultants or engineers, as related to the Hodgson Landslide Complex, participate in the planning, investigation, and options development, and provide required permits to complete the investigations.
- 17.** The Regional District will provide relevant reports as produced by its technical consultants or engineers, as related to the Hodgson Landslide Complex, participate in the planning, investigation, and options development, and provide required permits to complete the investigations.

Confidentiality and Communications

18. The Ministry will, in all its publications, news releases, public communications and presentations regarding the Hodgson Landslide Complex, acknowledge contributions of the District and the City.
19. The Ministry will coordinate any public consultation required for the Hodgson Landslide Complex with respect to findings, reports and recommendations arising from the produced technical and engineering reports contemplated in this MOU.
20. The Participants should notify each other at the outset of planning for communications activities. While any of the Participants may choose not to participate in any given activity, planning should proceed through consultation, so that the Participants can make informed decisions regarding their participation. Similarly, media relations should be handled in a spirit of cooperation, with due regard for any time constraints.
21. All information, material and documentation (including technical and engineering reports) in any form relating to the Hodgson Landslide Complex provided by any Participant to the other Participants (for the purposes of this MOU, the other Participants are the **“Receiving Participants”**) is confidential (the **“Confidential Information”**) and the Receiving Participants will not disclose that information, material or documentation (including technical and engineering reports) without the prior consent of the Participant providing the Confidential Information. Confidential Information does not include information which:
 - a. is or subsequently becomes available to the public, other than through a breach of this provision by the Receiving Participant or through a breach of a confidentiality agreement which another person has entered into concerning the Confidential Information;
 - b. is subsequently communicated to the Receiving Participant by an independent third party without breach of the Confidentiality Agreement and which third party did not receive such information directly or indirectly under obligations of confidentiality;
 - c. was rightfully in the possession of the Receiving Participant or was known to the Receiving Participant before the date of the Confidentiality Agreement and did not originate, directly or indirectly, from the Disclosing Participant (the onus of establishing which shall be on the Receiving Participant);
 - d. was developed independently by the Receiving Participant without the use of any Confidential Information (the onus of establishing which shall be on the Receiving Participant); or
 - e. is required to be disclosed pursuant to any judicial, regulatory or governmental order validly issued under applicable law.

22. All material and documentation (including meeting notes, the technical and engineering reports) relating to the Hodgson Landslide Complex that is in the custody or control of any Participant is subject to the *Freedom of Information and Protection of Privacy Act*, and in particular, section 25 [Information must be disclosed if in the public interest].

Commented [DM1]: Unrecorded "information" is not subject to FOIPPA.

Disclaimer

23. The Participants acknowledge that:

- a. this MOU does not impose any responsibility, obligation or liability whatsoever, in contract, tort or otherwise, for claims, reimbursement, costs, expenses, damages or losses, including loss of profits or loss of opportunity, incurred or suffered in any way in connection with, or in any way related to, the provision of information contemplated in this MOU (including Confidential Information) to the other Participants;
- b. the contents of information (including Confidential Information) provided pursuant to this MOU by a Participant to the other Participants may not be exhaustive and may not include all available information and documentation relating to the Hodgson Landslide Complex, and it is the responsibility of each Participant to make such independent investigations, examinations, analyses, and assessments as they consider necessary to determine the accuracy, adequacy, interpretation, relevance, and sufficiency of the information (including the Confidential Information) provided by a Participant; and
- c. this MOU does not alter the fact that use of information (including Confidential Information) by any Participant is at its sole risk, nor does this MOU stipulate any recourse whatsoever against the Participant, providing the information (including Confidential Information).

Commented [DM2]: As this is not a binding agreement, the parties cannot include contractual waiver and release language - they can merely confirm that this MOU does not impose liability.

Commented [DM3]: See above comment.

No Fettering and Powers Preserved

24. Nothing in this MOU affects the rights and powers of each Participant in the exercise of their respective functions, rights, powers, and authorities at law including without limitation under or pursuant to any enactments, all of which may be fully and effectively exercised as if this MOU had not been made.

Notices

25. Any notices or other communications which may be or is required to be given or made under this MOU will, unless otherwise expressly provided herein, be in writing and be

personally delivered to a Participants at its address as set out for the Management Steering Committee.

Term and Termination

- 26. This MOU will terminate in four (4) years from the date first above written, or such other term the Participants may agree in writing.
- 27. This MOU may be terminated by any Participant, for any reason, upon 30 days written notice to the other Participants.

Commented [DM4]: Suggest 4 year term to coincide with term of Board and Council. However, we are open to other suggestions.

Miscellaneous

28. The captions and headings contained in this MOU are for convenience only and do not define or limit the intent or scope of this MOU.

The Participants have executed this MOU as of the date first above referenced:

**HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF)
BRITISH COLUMBIA , REPRESENTED BY THE MINISTER OF)
TRANSPORTATION AND INFRASTRUCTURE)**

Per: _____)
_____)
_____)
Name: _____)
Title: _____)

**CITY OF WILLIAMS LAKE)
_____)
_____)
Per: _____)
_____)
_____)
Name: _____)
Title: _____)**

**CARIBOO REGIONAL DISTRICT)
_____)
_____)
Per: _____)
_____)
_____)
Name: _____)
Title: _____)**

Schedule 1 Hodgson Landslide Complex

(insert sketch plan)