

# **MEMORANDUM OF UNDERSTANDING**

("Memorandum")

**BETWEEN:**

**THE PRIVATE FOREST LANDOWNERS ASSOCIATION**

("The PFLA")

**AND:**

**COUNCIL OF TOURISM ASSOCIATIONS of BC**

("COTA")

(collectively referred to as the "Parties")

WHEREAS the Private Forest Landowners Association represents owners of private forest land in the managed forest classification, and is an Association committed to encouraging responsible forest stewardship and private investment on British Columbia's private forest land;

AND WHEREAS the Council of Tourism Associations of BC represents tourism associations and businesses in BC and is mandated to advocating and educating the business community, the media and government on behalf of the tourism sector;

AND WHEREAS both parties agree that a business-to-business approach to promoting good neighbour practices will result in furthering both industries' growth and management in relative harmony;

WHEREAS the Parties desire that this Memorandum will lead to a better understanding of each others businesses and the relative impacts and influences those businesses have each other's interests;

And WHEREAS the Parties intend that this Memorandum will result in a new partnership of working together to pursue common goals and resolve differences;

AND WHEREAS the Parties acknowledge the ongoing importance of promoting both private land forestry and tourism in the economy of the Province of British Columbia;

Now therefore the undersigned agree to enter this Memorandum of Understanding.

## **1. PURPOSE**

1.1. This Memorandum is an agreement between the Parties intended to provide the basis for a foundation of mutual recognition and respect, education, continuing dialogue and understanding. It will include processes by which respective members can cooperate to assist their respective business interests and resolve differences.

## **2. PRINCIPLES**

2.1. This agreement will be results-oriented in nature, the exception to which would be processes such as protocol or issue resolution.

2.2. This agreement will reflect a 'good neighbour' approach to solving problems as they arise between neighbouring business from each industry and encourage business to business solutions.

2.3. This agreement will recognize and respect business objectives, with the over-all objective of maximizing each neighbour's economic benefit, understanding that there will be trade-offs on both sides.

## **3. MUTUAL INTERESTS**

3.1. That the Parties educate their respective members on the need for early and ongoing dialogue and agreement between members who are neighbours in a specific geographical area, covering topics such as scenic landscape, acceptable noise levels, timing of operations, access to wildlife areas and private forest roads which respect private property rights and cost implications for both parties.

3.2. That in matters arising from public policy and legislation, the Parties communicate and/or work together on issues of common interest.

## **4. SCOPE**

4.1. The Parties agree that they will continue to work together to identify and pursue mutual interests.

4.2. The Parties agree to promote government policy and regulation which is fair, efficient, environmentally sound and fiscally responsible, and which protects tourism and private forest owner land values as well as owners' and operators' freedom to manage.

- 4.3. The Parties will encourage government to create incentives to promote mutual business opportunities
- 4.4. The Parties agree that they will respect each other's property rights and freedom to manage.
- 4.5. The Parties agree that they will promote mutually beneficial business arrangements on an ongoing basis and seek business to business solutions when conflicts between members arise.
- 4.6. The Parties agree that they will work with their respective memberships to promote a greater understanding of the benefits, opportunities, interests and normal practices of each other's members.

## **5. PROTOCOLS**

To support a beneficial ongoing business relationship, and avoid conflict, the Parties agree to promote the following protocols between their respective members co-existing in a given geographical area:

### **5.1. Consultation**

- 5.1.1. Members of the PFLA and COTA whose interests are in the same general area will strive to make themselves known to each other, and commit to on-going two-way communication, particularly in known sensitive areas, with the objective of reaching early agreement on aspects that will affect each other's ongoing operations
- 5.1.2. Members having difficulty in resolving differences one on one will advise their respective Associations, after which the Parties will consider whether to recommend an issues resolution process described under section 6 is suitable or propose some other approach.

### **5.2. Mutual Understanding and Promotion**

Members will undertake to provide education to their clientele on current business practices used by each industry, economic and policy issues and contribution to local and provincial economies.

### **5.3. Mutual Business Opportunities**

Members may seek to engage in mutual business opportunities as a result of a beneficial ongoing relationship.

## 6. ISSUES RESOLUTION

The Parties agree that, where significant unresolved disputes exist between specific members, they will encourage those members to pursue resolution of the dispute through one of two options: Peer Group Consultation or Mediation. These options are set out in Appendix 1 and have been developed by the Parties for resolving differences between individual tourism operators and private forest landowners.

## 7. GENERAL TERMS

In keeping with the intent of this memorandum, both Parties agree that:

- 7.1. This MOU is effective from the date of signing.
- 7.2. They will act in good faith for the implementation of this MOU.
- 7.3. The agreement will be reviewed from time to time and may be amended at any time by the mutual consent of both parties..
- 7.4. Nothing in this memorandum shall encumber or fetter the mandate, authority, or responsibilities of either party in any way, or create legally binding obligations between the parties.
- 7.5. The parties will work together to encourage widespread understanding and support for the MOU.
- 7.6. Either Party will provide not less than 90 days written notice of a decision to propose amendments or unilaterally withdraw from this memorandum.

## APPENDIX 1

### Issue Resolution

**Definition:** *'parties' means the individual members that are party to the dispute.*

Both parties must consent in writing to their respective Associations their willingness to seek assistance in resolving their dispute: their agreement to assume associated costs; their agreement to the selection of a dispute resolution mechanism as described below; and their agreement that recommendations

made under either of these mechanisms will be made available to the executive of both Associations.

### **PEER GROUP CONSULTATION**

- parties notify their respective Association of their desire to employ peer group consultation.
- The Associations appoint respective peer group members and arrange for onsite viewing/discussion of issues.
- Peer group undertakes assessment and develops a report containing recommended solutions for consideration by the parties.

### **MEDIATION**

- The parties notify their respective Association of their desire to employ mediation.
- With the assistance of the Association the parties will agree upon a mediator.
- The mediator meets with the parties.
- The mediator considers the input received and based on this and any other information relevant to the issue provides recommendations for a resolution of the dispute for consideration of the parties to the dispute.