



INTERGOVERNMENTAL MEMORANDUM

OF

UNDERSTANDING

between the

Acho Dene Koe First Nation

and

Government of the Northwest Territories

October 3, 2022

INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING
between the
ACHO DENE KOE FIRST NATION
and the
GOVERNMENT OF THE NORTHWEST TERRITORIES (“GNWT”)
(Collectively the “Two Governments”)

Whereas Acho Dene Koe First Nation asserts that it has used, occupied, and governed its traditional territory from time immemorial.

Whereas Acho Dene Koe First Nation adhered to Treaty 11 on July 17, 1922, as represented by Chief Thomas E. Kinla, Headmen Joseph Fantasque and David Celibeta.

Whereas the *Constitution Act, 1982*, recognizes and affirms the existing Aboriginal and Treaty rights of the Aboriginal Peoples of Canada, and the courts have stated that Aboriginal rights include Aboriginal title.

Whereas the GNWT is committed to implementing the United Nations Declaration on the Rights of Indigenous Peoples within the constitutional framework of Canada to advance reconciliation.

Whereas the GNWT recognizes that Acho Dene Koe First Nation has Aboriginal and Treaty rights, as affirmed under Section 35 of the *Constitution Act, 1982*.

Whereas the GNWT provides some programs and services to members of Acho Dene Koe First Nation in the Northwest Territories.

Whereas Acho Dene Koe First Nation, the GNWT and the Government of Canada are in the process of negotiating a new government-to-government relationship through a land claim and self-government agreement (or modern Treaty).

Whereas Acho Dene Koe First Nation and the GNWT acknowledge their unique and evolving government-to-government relationship, and agree to work with

one another based on mutual respect, recognition, responsibility, and reconciliation; and

Therefore, Acho Dene Koe First Nation and the GNWT hereby wish to formalize and enrich their government-to-government relationship and facilitate the maturation of that relationship in accordance with the provisions of this document, which will be known as the *Acho Dene Koe First Nation / Government of the Northwest Territories Memorandum of Understanding* ("MOU"), as outlined below:

1.0 PURPOSE

1.1 The purpose of this MOU is to provide a framework for the Two Governments to identify matters of mutual interest and priority and establish a process to discuss and take action to address those matters, as well as to:

- 1.1.1 Cultivate the government-to-government relationship between the Two Governments through issue identification, mutual understanding, problem-solving and realization of mutual objectives.
- 1.1.2 Promote effective communication and constructive dialogue at the political level about shared priorities of the Two Governments through meetings and other forms of communications with political leadership, reporting, and follow through on the agreed upon meeting outcomes/commitments: and
- 1.1.3 Facilitate cooperation, collaboration, coordination, and information sharing between the Two Governments to formulate approaches to address concerns.

2.0 PRINCIPLES

2.1 The Two Governments are committed to deepening their understanding of each other's views and to developing working relations that are based on respect, recognition, responsibility, and reconciliation to make progress and achieve outcomes on matters of mutual interest.

- 2.2 The Two Governments wish to recognize their respective governing jurisdictions and authorities.
- 2.3 The Two Governments recognize and respect the diversity of cultures, history, and traditions among the people of the Northwest Territories and respect that the Two Governments may have different perspectives and unique political and policy priorities on various issues due to unique circumstances of capacity, history, priorities, and aspirations.
- 2.4 The Two Governments recognize that there may be different perspectives on various issues and that agreement may not always be achievable on all issues, but the Two Governments commit to work in good faith to reach an agreement wherever possible.
- 2.5 The Two Governments commit to constructive collaboration, in a spirit of cooperation and mutual respect, knowing that cooperation will help to maximize the benefits for the people they serve: and
- 2.6 The Two Governments recognize that their relationship and matters of mutual interest and areas of cooperation will evolve over time.

3.0 AREAS OF COOPERATION

- 3.1 The Two Governments agree that the areas of cooperation and discussion related to current programs and services will consist of but are not limited to:
 - 3.1.1 Economic development, to realize the potential for Acho Dene Koe citizens to participate fully in all aspects of the Northern economy.
 - 3.1.2 Municipal services, including but not limited to emergency response.
 - 3.1.3 Management of air, land, water, and wildlife issues.
 - 3.1.4 Capacity development, employment, skill development and job training for Acho Dene Koe citizens.
 - 3.1.5 Language, Culture and Spirituality.

- 3.1.6 The provision of effective social programs in Acho Dene Koe First Nation community of Fort Liard, most notably health services, education and early childhood development, income support, services for Elders, housing, policing, justice; and
- 3.1.7 Any other areas of mutual interest identified by the Two Governments.

Where appropriate, Acho Dene Koe First Nation and the GNWT will endeavour to achieve intergovernmental agreements on the above-mentioned issues and other matters of concern and interest.

4.0 MEETINGS

4.1 Meetings of Elected Leaders

- 4.1.1 There shall be at least one meeting per year between the Acho Dene Koe First Nation's Chief and Council and the Premier.
- 4.1.2 Members of the NWT Executive Council will make best efforts to attend and participate in the elected leaders' meeting, as appropriate based on the agenda.
- 4.1.3 The Two Governments may invite other officials, staff, advisors, Elders, and Members of the Legislative Assembly to attend the elected leaders' meetings as observers and will not sit at the leaders' table.
- 4.1.4 The Two Governments may permit persons described in Section 4.1.3 above to make submissions or presentations during the elected leaders' meetings.
- 4.1.5 Meetings will rotate between Fort Liard and Yellowknife, unless otherwise agreed upon by the Two Governments; and
- 4.1.6 Prior to the elected leaders' meeting, the Two Governments will reach agreement on an agenda that has been jointly developed by senior officials. Where applicable, lead notes, briefing materials,

reports and other documents may be shared by the Two Governments.

4.1.7 At these meetings, the elected leaders will:

- 4.1.7.1 Chair the meetings on an alternating basis between the Chief of Acho Dene Koe First Nation and the Premier of the NWT.
- 4.1.7.2 Make good faith efforts to address the matters set out on the agenda.
- 4.1.7.3 Unless agreed to by the Two Governments, only the Chief and Council of Acho Dene Koe First Nation and the Premier of the NWT and members of the NWT Executive Council may sit at the meeting table: and
- 4.1.7.4 Prior to the end of each meeting, the Two Governments will agree upon a joint summary of commitments and a joint communiqué.

4.2 Meetings of Senior Officials

- 4.2.1 Meetings between the Two Governments' senior officials will support the work of the elected leaders.
- 4.2.2 Each Government will appoint a senior official and provide written notice of that appointment to the other Government and his or her contact information.
- 4.2.3 The senior officials will be responsible for the implementation of this MOU and for carrying out any other direction provided by the Two Governments' elected leaders.
- 4.2.4 The senior officials will work together to plan and prepare for meetings of the elected leaders, including developing a joint agenda and shared lead notes and briefing materials, where applicable, and developing a joint summary of commitments and joint communiqué.

- 4.2.5 Senior officials will meet quarterly to review the commitments from the leaders' meetings in the commitment matrix and work plans, if applicable, in support of the meetings to ensure that meeting commitments are followed up on.
- 4.2.6 As appropriate, senior officials from Acho Dene Koe First Nation shall be invited on occasion to the GNWT Deputy Minister's Committee meetings.

5.0 INFORMATION SHARING

- 5.1 The Two Governments recognize that to effectively make progress on areas of mutual interest, it is important to have candid exchange of information in a timely manner, subject to any constraints imposed by law, and that they will adhere to the following protocols for effective communication.
- 5.2 The Two Governments are committed to meaningful communication on GNWT initiatives that may have an impact on the ADKFN and its members.
- 5.3 Protocols include each Government notifying the other of upcoming activities, regional visits and/or emergent issues of concern. More specifically, the GNWT shall advise the Chief and Band Manager, when Ministers are intending to visit Fort Liard.

6.0 PROTOCOLS FOR COMMUNICATION

The protocols for formal correspondence include, but are not limited to:

- 6.1 GNWT formal correspondence addressed to the Chief of Acho Dene Koe First Nation shall be copied to:
 - Premier of the Northwest Territories
 - Principal Secretary
 - Secretary to Cabinet, Executive and Indigenous Affairs
 - Band Manager, of Acho Dene Koe First Nation

- Deputy Secretary, Indigenous and Intergovernmental Affairs, Executive and Indigenous Affairs

6.2 Acho Dene Koe First Nation formal correspondence addressed to the Premier of the Northwest Territories shall be copied to:

- Principal Secretary
- Secretary to Cabinet, Executive and Indigenous Affairs
- Deputy Secretary, Indigenous and Intergovernmental Affairs, Executive and Indigenous Affairs

6.3 Acho Dene Koe First Nation formal correspondence addressed to Ministers of the GNWT shall be copied to:

- Premier of the Northwest Territories
- Principal Secretary
- Secretary to Cabinet, Executive and Indigenous Affairs
- Deputy Secretary, Indigenous and Intergovernmental Affairs, Executive and Indigenous Affairs

6.4 Without altering protocols set out in the foregoing provisions, to facilitate the effective and efficient ongoing exchange of information for specific operational processes, the elected leaders may be asked to identify a senior official properly mandated and authorized to coordinate on behalf of their respective government, if it is other than the elected leader.

Formal correspondence addressed to the properly mandated and authorized senior officials shall be copied to:

- Chief of Acho Dene Koe First Nation
- Premier of the Northwest Territories
- Principal Secretary
- Secretary to Cabinet, Executive and Indigenous Affairs
- Band Manager, of Acho Dene Koe First Nation
- Deputy Secretary, Indigenous and Intergovernmental Affairs, Executive and Indigenous Affairs

7.0 JOINT COMMUNICATIONS

- 7.1 Acho Dene Koe First Nation and the GNWT recognize the importance of issuing joint letters, press releases, statements, or other communications on matters of mutual interest and concern (“Joint Communications”).
- 7.2 Joint Communications include, but are not limited to, any communication, document or materials bearing the logos of, or using the letterheads of both the Governments.
- 7.3 Acho Dene Koe First Nation and the GNWT recognize the importance of ensuring that any Joint Communications have been duly reviewed and approved by both senior officials and elected officials of their respective governments prior to release or publication of the Joint Communications.
- 7.4 Any request by either of Acho Dene Koe First Nation or the GNWT for the issuance of any Joint Communications, including the use of the other government’s logo or letterhead on any materials whatsoever, shall be made at least 48 hours in advance, in writing, to the Band Manager on behalf of Acho Dene Koe First Nation and to the Principal Secretary on behalf of the GNWT.
- 7.5 The agreement of Acho Dene Koe First Nation and the GNWT to the issuance of any Joint Communications shall be given in writing by the Band Manager of Acho Dene Koe First Nation and by the Principal Secretary on behalf of the GNWT.
- 7.6 No Joint Communications shall be issued that have not followed, and been duly approved, pursuant to the above protocol.

8.0 COSTS

- 8.1 Each Governments will be responsible for the costs of its participation in the leaders’ and senior officials’ meetings.
- 8.2 Notwithstanding section 8.1, GNWT recognizes that Acho Dene Koe First Nation has limited capacity and may require support through the Indigenous Intergovernmental Meetings Fund to prepare for, attend meetings and advance matters of mutual interest.

9.0 EFFECT OF THE MEMORANDUM OF UNDERSTANDING

- 9.1 Nothing in this MOU creates or affects legal obligations.
- 9.2 Nothing in this MOU abrogates or derogates from any Aboriginal or Treaty right of Acho Dene Koe First Nation.
- 9.3 Nothing in the MOU precludes, replaces, or substitutes the participation of either of the Two Governments in any other intergovernmental processes or agreements.
- 9.4 Nothing in the MOU shall constrain the respective governments from exercising their powers and responsibilities, nor impose any financial obligation.

10.0 TERM

The MOU shall be in effect for a period of four years from the date of signing.

11.0 RENEWAL

Upon written consent of Acho Dene Koe First Nation and the GNWT, this MOU may be renewed for further terms as agreed to by the Two Governments.

12.0 AMENDMENT

The Two Governments may agree in writing to review and amend the MOU from time to time.

13.0 TERMINATION

- 13.1 The MOU may be terminated by either of the Two Governments upon written notice to the other Government at least 60 days in advance of the termination date.
- 13.2 If the MOU is terminated, it will not affect any other agreements or understandings then in place between the Two Governments.

SIGNATORIES

The *Acho Dene Koe First Nation / Government of the Northwest Territories Memorandum of Understanding* is signed by the Acho Dene Koe First Nation and the Government of the Northwest Territories this 3 day of October, 2022 at Fort Liard, NT.

**FOR THE ACHO DENE KOE
FIRST NATION**

Brenda Berreault

Sub-Chief Brenda Berreault
Acho Dene Koe First Nation

**FOR THE GOVERNMENT OF THE
NORTHWEST TERRITORIES**

Caroline Cochrane

Honourable Caroline Cochrane
Premier of the Northwest
Territories