

**K'AHSHO GOT'INE OF FORT GOOD HOPE
SELF-GOVERNMENT NEGOTIATIONS**

PROCESS AND SCHEDULE AGREEMENT

BETWEEN:

THE K'AHSHO GOT'INE OF FORT GOOD HOPE
as represented by
FORT GOOD HOPE DENE BAND,
YAMOGA LANDS CORPORATION and
FORT GOOD HOPE METIS NATION LOCAL #54 LAND CORPORATION

AND:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,
as represented by the Minister of Indian Affairs and Northern Development
(hereinafter referred to as "**CANADA**")

AND:

THE GOVERNMENT OF THE NORTHWEST TERRITORIES,
as represented by the Minister of Aboriginal Affairs and Intergovernmental Relations
(hereinafter referred to as the "**GNWT**")

(hereinafter referred to collectively as the "**Parties**" or individually as a "**Party**")

WHEREAS chapter 5 and Appendix B of the Sahtu Dene and Metis Comprehensive Land Claim Agreement ("CLCA") provide for the negotiation of self-government agreements, and in particular section 5.1.1 of the CLCA states:

5.1.1 Government shall enter into negotiations with the Sahtu Dene and Metis with a view to concluding agreements on self-government appropriate to the unique circumstances of the Sahtu Dene and Metis and in conformity with the Constitution of Canada.

and sections 1.1 and 1.2 of Appendix B of the CLCA state:

1.1 Government shall enter into negotiations with the Sahtu Dene and Metis pursuant to this framework agreement with a view to concluding self-

government agreements which enable the Sahtu Dene and Metis to govern their affairs and to administer resources, programs and services, as appropriate to the circumstances of the Sahtu Dene and Metis.

1.2 Self-government agreements shall be in conformity with the Constitution of Canada.

AND WHEREAS section 3.1.14 of the CLCA states in part:

3.1.14 Nothing in this agreement shall be construed to affect:

(a) any aboriginal or treaty right to self-government which the Sahtu Dene or Metis may have; ...

AND WHEREAS, pursuant to a Motion unanimously passed during the 2005 K'ahsho Got'ine of Fort Good Hope Community Assembly and pursuant to chapter 5 of the CLCA and section 5.1 of Appendix B of the CLCA, the K'AHSHO GOT'INE OF FORT GOOD HOPE have made a written request to Canada indicating their desire to enter into self-government negotiations and have sent a copy of the request to the GNWT;

AND WHEREAS Canada and the GNWT, following receipt of the request from the K'AHSHO GOT'INE OF FORT GOOD HOPE, have agreed to enter into self-government negotiations;

AND WHEREAS CANADA and the GNWT recognize the inherent right of self-government as an existing Aboriginal right under section 35 of the *Constitution Act, 1982*;

AND WHEREAS the K'AHSHO GOT'INE OF FORT GOOD HOPE assert that they have recognized and followed the values and principles of Yamoga (Dene Law) from time immemorial as symbolised by Yamoga Feh (Yamoga Rock) within the traditional territory (Tlu Wet'i') of the K'AHSHO GOT'INE OF FORT GOOD HOPE;

AND WHEREAS the Parties intend to negotiate expeditiously and complete a Self-Government Agreement-In-Principle ("AIP") and a Self-Government Final Agreement ("FA");

AND WHEREAS it is the intention of the K'AHSHO GOT'INE OF FORT GOOD HOPE that there will be a government called the K'ahsho Got'ine Government of Fort Good Hope ("KGG") on implementation of the FA;

AND WHEREAS section 5.2 of Appendix B of the CLCA provides that:

5.2 Prior to commencing negotiations on self-government agreements, the parties to such negotiations shall agree on:

- (a) the order in which the matters to be negotiated are to be addressed;
- (b) the time frame within which negotiations will take place; and
- (c) such other matters as may be necessary or desirable;

AND WHEREAS the Parties are concluding this K'ahsho Got'ine of Fort Good Hope Self-Government Negotiations Process and Schedule Agreement to govern the conduct of their negotiations;

NOW THEREFORE the Parties agree as follows:

1 DEFINITIONS

1.1 In this agreement,

- (a) the Dene of Fort Good Hope and the Metis of Fort Good Hope,
- (b) the "Sahtu Dene and Metis" (within the meaning of section 5.1.1 of the CLCA and section 5.1 of Appendix B of the CLCA) of Fort Good Hope, and
- (c) the Fort Good Hope Dene Band

constitute the "K'AHSHO GOT'INE OF FORT GOOD HOPE".

1.2 In this agreement, "K'ahsho Got'ine District" refers to one of three districts into which the Sahtu Dene and Metis have, in their internal arrangements, divided the CLCA's settlement area and, more specifically, refers to the district which contains the communities of Fort Good Hope and Colville Lake.

2 OBJECTIVE OF NEGOTIATIONS

2.1 The objective of negotiations will be to complete a Self-Government Final Agreement that, in respect of the K'AHSHO GOT'INE OF FORT GOOD HOPE, meets the obligation to negotiate self-government as per the CLCA and meets the objectives referred to in Appendix B of the CLCA, and that implements the inherent right of self-government for the K'AHSHO GOT'INE OF FORT GOOD HOPE.

3 PURPOSE OF THIS AGREEMENT

3.1 The purpose of this agreement is to facilitate effective, timely and orderly negotiations towards an AIP and a FA based on the AIP.

3.2 This agreement:

- (a) sets out an approach to, and a process for, negotiations;
- (b) identifies the scope of negotiations;
- (c) establishes an agenda and timetable for negotiations;
- (d) makes provision for such other matters as are necessary or desirable; and
- (e) is the agreement referred to in section 5.2 of Appendix B of the CLCA.

4 INTERPRETATION

4.1 Nothing in this agreement is to be interpreted as creating, amending, recognizing or denying rights or obligations of any of the Parties.

4.2 Negotiations undertaken pursuant to this agreement, and any position taken by any Party in those negotiations, will be without prejudice to the legal positions that may be taken by any of the Parties in a court of law or otherwise.

5 PARTIES TO AIP AND FA

5.1 The parties to the AIP and the FA will be the K'AHSHO GOT'INE OF FORT GOOD HOPE, CANADA and the GNWT.

6 NEGOTIATION TEAMS

- 6.1 The K'AHSHO GOT'INE OF FORT GOOD HOPE, CANADA and the GNWT will each be represented at the main negotiations table by a Chief Negotiator.
- 6.2 The Chief Negotiator (Dene gha gode) for the K'AHSHO GOT'INE OF FORT GOOD HOPE shall be appointed by the K'AHSHO GOT'INE OF FORT GOOD HOPE.
- 6.3 Each Party shall provide to the other Parties written notice of the appointment of its Chief Negotiator.
- 6.4 Where a Party removes or replaces its Chief Negotiator, it shall forthwith provide to the other Parties written notice of such removal or replacement.
- 6.5 The Chief Negotiators shall be responsible for the conduct of the negotiations to complete the AIP and the FA.
- 6.6 Each Party shall determine the size and composition of its negotiation team.
- 6.7 Individuals who are not members of a negotiation team may participate in negotiating sessions with the approval of the Chief Negotiators.
- 6.8
 - (a) As soon as practicable following the signing of this agreement, the Chief Negotiators shall jointly establish a Financial Working Group, an Implementation Working Group and a Legal Working Group.
 - (b) The Chief Negotiators may jointly establish other working groups.
 - (c) The Chief Negotiators may jointly establish terms of reference for a working group, and define the tasks of the working group in the terms of reference or otherwise.
 - (d) Working group discussions shall be without prejudice to the positions of the respective Parties at the main negotiations table.

6.9 Working groups shall report to the Chief Negotiators as requested.

7 PROCESS TO CONCLUDE AN AIP AND A FA

7.1 The Parties agree to negotiate in good faith and to use their best efforts to reach timely agreement on chapters, and any supplementary material such as appendices, schedules or maps, that together will form the AIP and the FA.

7.2 The Parties will work co-operatively to clarify and respond to the interests and positions of each Party in a timely manner.

7.3 (a) The Parties will negotiate the subject matters in the order agreed to by the Chief Negotiators from time to time.

(b) Upon agreement of the Chief Negotiators, the Parties may negotiate more than one subject matter in any time period.

7.4 The AIP will be complete when, after having been initialled by the Chief Negotiators and after having subsequently been approved by the Parties in the manner set out in the AIP, the AIP is signed on behalf of the Parties by their authorised representatives.

7.5 The FA will be ratified by the Parties in the manner agreed upon in the negotiations pursuant to 8.1(ff).

7.6 Financial and implementation agreements shall be finalized prior to ratification of the FA.

7.7 The English and French versions of the AIP and the FA shall be the authoritative versions of the AIP and the FA.

7.8 CANADA will provide sufficient funding to have the AIP and the FA translated in written form into the K'ahsho Got'ine dialect, and the translation of each of those documents will be by a person or persons approved by the K'AHSHO GOT'INE OF FORT GOOD HOPE.

8 SUBJECT MATTERS

8.1 Negotiations shall address, and the FA may include, in a manner consistent with the CLCA, matters relating to the governance of the K'AHSHO GOT'INE OF FORT GOOD HOPE, matters relating to the financial affairs and financing of the KGG, and matters reasonably ancillary thereto, as follows:

- (a) the development of a constitution for the KGG including:
 - (i) a statement of KGG values and principles;
 - (ii) a definition of the individuals that the KGG represents;
 - (iii) a framework and structure of the KGG; and
 - (iv) a framework for the exercise of power and law making;
- (b) elections;
- (c) selection of leadership;
- (d) K'ahsho Got'ine culture, heritage and language;
- (e) K'ahsho Got'ine District government;
- (f) housing;
- (g) taxation;
- (h) education and training;
- (i) social services;
- (j) health services;
- (k) roads and traffic;
- (l) local government infrastructure, including programs and services;
- (m) economic development;
- (n) tourism;
- (o) child welfare;
- (p) guardianship and adoption;
- (q) wills and estates;
- (r) administration of justice;
- (s) liquor;
- (t) gaming;

- (u) matters relating to labour;
- (v) marriage;
- (w) policing;
- (x) use, management, administration, control and protection of settlement lands;
- (y) constitutional protection for the FA under section 35 of the *Constitution Act, 1982*;
- (z) dispute resolution mechanisms;
- (aa) relations with other Aboriginal governments;
- (bb) representing the interests of the K'AHSHO GOT'INE OF FORT GOOD HOPE in relation to any overlaps with other Aboriginal groups;
- (cc) implementation plans and financial arrangements relating to the FA;
- (dd) transition from existing government institutions to future KGG institutions;
- (ee) procedures for the amendment of the FA;
- (ff) approval of the AIP and ratification of the FA, including a ratification vote by the K'AHSHO GOT'INE OF FORT GOOD HOPE;
- (gg) matters relating to the foregoing; and
- (hh) other matters which may be agreed to by the Parties.

8.2 For greater certainty, nothing in this agreement is to be understood as presupposing the extent to which the KGG will be a public government.

9 **TIMETABLE**

9.1 The Parties shall use best efforts to complete the AIP within four (4) years of the signing of this agreement.

10 **PROCEDURES FOR NEGOTIATION SESSIONS**

10.1 All negotiation sessions shall be held in Fort Good Hope, Northwest Territories unless otherwise agreed by the Chief Negotiators.

10.2 In order to ensure that negotiations are conducted in a manner that is inclusive and transparent:

- (a) registered Members of the Fort Good Hope Dene Band, registered Members of the Yamoga Lands Corporation, registered Members of the Fort Good Hope Metis Nation Local #54 Land Corporation and all residents of the K'ahsho Got'ine District may observe all negotiations sessions; and
- (b) the Chief Negotiators may jointly allow any other person to observe a negotiation session.

10.3 At sessions of the main negotiations table, simultaneous interpretation into and from the K'ahsho Got'ine dialect shall be provided by the K'AHSHO GOT'INE OF FORT GOOD HOPE.

10.4 Notwithstanding 10.2(a), a negotiation session may be held in private where the Chief Negotiators deem this to be warranted.

11 INFORMATION-SHARING AND CONFIDENTIALITY

11.1 In order that individuals, groups or organizations having an interest in the outcome of the negotiations may be knowledgeable and well informed regarding the general status, aims, objectives and progress of the negotiations, and subject to 11.2, 11.3 and 11.4:

- (a) the Parties will jointly hold public information sessions in the K'ahsho Got'ine District prior to completion of the AIP and also prior to completion of the FA;
- (b) from time to time, the Parties may agree to jointly attend other meetings with individuals, organizations or groups; and
- (c) any of the Parties may, on its own, carry out such additional information and education initiatives as it sees fit, including initiatives to obtain a broad range of input.

11.2 The details of the negotiating positions and documents exchanged or developed by the Parties shall be confidential.

11.3 Details of positions and documents exchanged or developed by the Parties may be disclosed to particular persons or to the public by agreement of the Chief Negotiators or as required by law.

11.4 The Parties acknowledge:

- (a) that, from time to time prior to the signing of the AIP or the FA, Canada or the GNWT may have a duty to consult an Aboriginal group other than the K'AHSHO GOT'INE OF FORT GOOD HOPE which has or may have rights protected by section 35 of the *Constitution Act, 1982* that may be adversely affected by the FA; and
- (b) that, in order to ensure any such duty to consult is fulfilled, Canada or the GNWT may disclose to the other Aboriginal group confidential information relating to the negotiations, including part or all of a draft AIP or draft FA.

11.5 The Parties may issue joint statements to the media on the progress of the negotiations from time to time.

11.6 Subject to 11.2 and 11.3, an individual Party may provide information to the media with respect to the negotiations.

12 FUNDING FOR NEGOTIATIONS

12.1 Funding of the K'AHSHO GOT'INE OF FORT GOOD HOPE by CANADA for the negotiation of the AIP and the FA shall be according to CANADA's policy for self-government negotiations.

12.2 In the event circumstances arise out of the self-government negotiations that raise issues that must be resolved but are not funded under CANADA's policy for self-government negotiations, this agreement will not prejudice new funding applications to address such issues.

13 AMENDMENTS

13.1 The Parties may agree, in writing, to amend this agreement.

SIGNED BY THE PARTIES as follows:

For THE K'AHSHO GOT'INE OF FORT GOOD HOPE:

signed at Fort Good Hope, Northwest Territories,

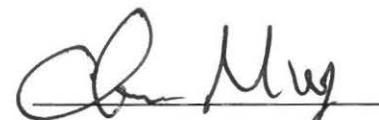
on the 13 day of JUNE, 2016



Wilfred McNeely Jr., Chief
Fort Good Hope Dene Band



Edwin Erutse, President
Yamoga Lands Corporation

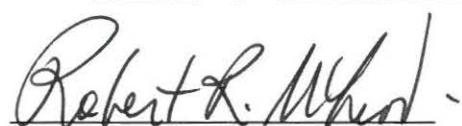


Charles McNeely, President
Fort Good Hope Metis Nation
Local #54 Land Corporation

For THE GOVERNMENT OF THE NORTHWEST TERRITORIES:

signed at Yellowknife, Northwest Territories,

on the 28 day of June, 2016



The Honourable Robert R. McLeod,
Minister of Aboriginal Affairs and
Intergovernmental Relations

For HER MAJESTY THE QUEEN IN RIGHT OF CANADA:

signed at Gatineau, Quebec,

on the 19 day of July, 2016



The Honourable Carolyn Bennett,
Minister of Indian Affairs and
Northern Development

