



INTERGOVERNMENTAL MEMORANDUM

OF

UNDERSTANDING

between the

Kát'odeeche First Nation (KFN)

and the

Government of the Northwest Territories (GNWT)

(known collectively as the "Governments")

February 18, 2021

Whereas the Kátł'odeeche First Nation have traditionally used and occupied lands in the Northwest Territories (NWT) and Alberta from time immemorial;

Whereas the Chief and Headmen representing Kátł'odeeche First Nation signed Treaty 8 on July 25, 1900 at Deninu Kúé, in the Northwest Territories;

Whereas the Kátł'odeeche First Nation took a reserve in 1973 to protect its community lands from expropriation by the Town of Hay River, while continuing to subsequently participate in the Dene-Métis and Dehcho comprehensive land claims processes;

Whereas the Government of the Northwest Territories (GNWT) delivers programs and services to the on the Hay River Dene Reserve;

Whereas the Kátł'odeeche First Nation and the GNWT acknowledge their unique and evolving government-to-government relationship, and agree to work with one another on the basis of mutual respect, recognition and responsibility;

Whereas the GNWT has made a commitment to build partnerships and strengthen relationships with Indigenous governments, as demonstrated by the release of "*Respect, Recognition and Responsibility: the GNWT's Approach to Engaging with Indigenous governments*"; and

Therefore, both governments now wish to continue their formalized government-to-government relationship through a renewed Intergovernmental Memorandum of Understanding (MOU).

Kátł'odeeche First Nation and the GNWT set out their mutual understanding as follows:

1. PURPOSE

The purpose of this *Kátł'odeeche First Nation and GNWT Intergovernmental Memorandum of Understanding* is to continue to enhance the relationship

between the Kátł'odeeche First Nation and the GNWT by providing a framework in which the Governments can work together.

The specific objectives of this MOU are:

- Cultivate the government-to-government relationship between the Kátł'odeeche First Nation and the GNWT;
- To enhance the day-to-day interaction, cooperation and coordination of Kátł'odeeche First Nation and the GNWT through a formalized communication process.
- To raise issues and resolve concerns in a manner that addresses Kátł'odeeche First Nation and GNWT interests; and to formulate approaches to address those issues and concerns.

2. PRINCIPLES

- 2.1. Kátł'odeeche First Nation and the GNWT recognize and respect the diversity of cultures, history, and traditions among the people of the Northwest Territories and respect that different governments may have unique political and policy priorities.
- 2.2. Kátł'odeeche First Nation and the GNWT welcome the opportunity to deepen their understanding of each other's views and commit to working together to make progress and achieve outcomes on matters of mutual interest.
- 2.3. Kátł'odeeche First Nation and the GNWT agree to work together to achieve a respectful, strong, and meaningful government-to-government relationship with effective communication and information sharing.
- 2.4. Kátł'odeeche First Nation and the GNWT commit to constructive collaboration, a spirit of cooperation and mutual respect, knowing that

cooperation will help maximize the benefit for the people served by each respective government.

2.5. Kátł'odeeche First Nation and the GNWT recognize that there may be different perspectives on various issues and that agreement on all issues may not always be achievable.

2.6. Kátł'odeeche First Nation and the GNWT acknowledge the value of clarifying the roles and responsibilities of the federal, territorial, and Kátł'odeeche First Nation governments for delivering programs and services on the Hay River Dene Reserve.

3. AREAS OF COOPERATION

3.1. Areas of cooperation and discussion may include but are not be limited to:

- Off-reserve lands, resources, water, and wildlife management
- Municipal services
- Education
- Health and social services
- Housing
- Any other areas of mutual interest identified by the Governments

For greater clarity, the Governments understand that this list is not exhaustive and will reflect the unique relationship that the GNWT has with Kátł'odeeche First Nation with respect to the delivery of programs and services on the Hay River Dene Reserve.

4. MEETINGS OF ELECTED LEADERS

4.1. There shall be at least one meeting a year between the Chief and Council of the Kátł'odeeche First Nation and the Premier of the NWT.

- 4.2. Where applicable, other Ministers of the GNWT may be invited to participate in the meeting.
- 4.3. The Governments may invite other officials, staff and advisors, including Elders, to attend the elected leaders' meetings as observers.
- 4.4. The Governments may permit persons described in Section 4.1.3 above to make submissions or presentations during the elected leaders' meetings, with agreement of the other Government.
- 4.5. Meetings will rotate between Hay River Dene Reserve in Hay River and Yellowknife, unless otherwise agreed upon by the Governments.
- 4.6. Prior to the elected leaders' meeting, the 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 Governments.
- 4.7. At these meetings, the elected leaders will:
- Chair the meetings on an alternating basis between the Chief of the Kátł'odeeche First Nation and the Premier;
 - Make good faith efforts to address the matters set out on the agenda;
 - Only the Chief and Band Council Members and the Premier and members of the GNWT Executive Council may sit at the meeting table.
 - Prior to the end of each meeting, the Governments will agree upon a joint summary of commitments and a joint communiqué.
- 4.8. The senior officials will be responsible for the implementation of this MOU and for carrying out any other direction provided by the Governments' elected leaders.

5. MEETINGS OF SENIOR OFFICIALS

- 5.1. Meetings between the Governments' senior officials will support the work of the elected leaders.
- 5.2. Each Government will appoint a senior official and provide written notice of that appointment to the other Government and his or her contact information.
- 5.3. The senior officials will be responsible for the implementation of this MOU and for carrying out any other direction provided by the Governments' elected leaders.
- 5.4. 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.
- 5.5. Senior officials will meet regularly to review the commitment matrix and work plans, if applicable, in support of the meetings to ensure that meeting commitments are followed up on.

6. INFORMATION SHARING

- 6.1. The Governments recognize that in order to effectively make progress on areas of mutual interest, it is important that information be shared in an open and timely manner, subject to any constraints imposed by law, and that they will adhere to the following protocols for effective communication.
- 6.2. The Governments are committed to meaningful communication on initiatives that may have an impact on Kátł'odeeche First Nation and its members.

- 6.3. 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 Kátł'odeeche First Nation's Chief and Chief Executive Officer when Ministers are intending to visit Hay River or the Hay River Dene Reserve.

7. PROTOCOLS FOR COMMUNICATION

- 7.1. The Governments recognize that in order to effectively make progress on areas of mutual interest, it is important that information be shared in an open and timely manner, subject to any constraints imposed by law, and that they will adhere to the following protocols for effective communication.

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

GNWT formal correspondence addressed to the Chief of the Kátł'odeeche First Nation shall be copied to:

- Premier of the Northwest Territories
- Principal Secretary
- Secretary to Cabinet, Executive and Indigenous Affairs
- Chief Executive Officer, Kátł'odeeche First Nation
- Deputy Secretary, Indigenous and Intergovernmental Affairs, Executive and Indigenous Affairs

- 7.3. Kátł'odeeche 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

7.4. Kátł'odeeche 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

7.5. 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 the Kátł'odeeche First Nation
- Premier of the Northwest Territories
- Principal Secretary
- Secretary to Cabinet, Executive and Indigenous Affairs
- Chief Executive Officer, Kátł'odeeche First Nation
- Deputy Secretary, Indigenous and Intergovernmental Affairs, Executive and Indigenous Affairs

8. JOINT COMMUNICATION

8.1. Kátł'odeeche 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").

8.2. Joint communications include, but are not limited to, any communication, document or materials bearing the logos of, or using the letterheads of, both Kátł'odeeche First Nation and the GNWT.

- 8.3. Kát'odeeche 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 communication.
- 8.4. Any request by either Kát'odeeche First Nation or the GNWT for the issuance of any joint communication, 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 Kát'odeeche First Nation Chief Executive Officer on behalf of the Kát'odeeche First Nation and to the Principal Secretary on behalf of the GNWT.
- 8.5. The agreement of Kát'odeeche First Nation and the GNWT to the issuance of any joint communications shall be given in writing by the Kát'odeeche First Nation Chief Executive Officer on behalf of the Kát'odeeche First Nation and by Principal Secretary on behalf of the GNWT.
- 8.6. No joint communications shall be issued that have not followed, and been duly approved, pursuant to the above protocol.

9. COSTS

Each Government will be responsible for the costs of its participation in the leaders' and senior officials' meetings.

10. EFFECT OF THE MEMORANDUM OF UNDERSTANDING

- 10.1. Nothing in this MOU creates legal obligations.
- 10.2. Nothing in this MOU shall constrain either government from exercising their powers, responsibilities, or rights; nor shall it impose any financial obligation.

10.3. Nothing in this MOU prevents the Kátł'odeeche First Nation and the GNWT from participating in other intergovernmental processes or agreements.

11. TERM

The MOU shall be in effect for a period of four (4) years from the date of signing.

12. RENEWAL

Upon written consent of the Governments, this MOU may be renewed for further terms as agreed.

13. AMENDMENT

The MOU may be periodically reviewed and may be amended by written agreement of the Governments.

14. TERMINATION

14.1. This MOU may be terminated by either of the Governments upon written notice to the other government at least 60 days in advance of the termination date.

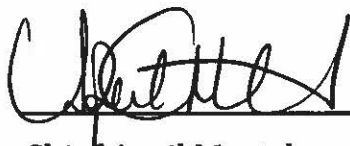
14.2. If this MOU is terminated, it will not affect any other agreements or understanding in place between the Governments.

SIGNATORIES

*The Kátł'odeeche First Nation – Government of the Northwest Territories Intergovernmental Memorandum of Understanding is signed by the Kátł'odeeche First Nation and the Government of the Northwest Territories on this 18 day of February 2021 at Hay River Aene Reser NT.
+ Yellowknife*

KÁTŁ'ODEECHE FIRST NATION

**FOR THE GOVERNMENT OF THE
NORTHWEST TERRITORIES**



Chief April Martel



Honourable Caroline Cochrane

Premier