



Government of
Northwest Territories Gouvernement des
Territoires du Nord-Ouest



**INTERGOVERNMENTAL MEMORANDUM
OF
UNDERSTANDING
between the
Salt River First Nation
and the
Government of the Northwest Territories (GNWT)**

November 24, 2020

INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING
between the
SALT RIVER FIRST NATION
and the
GOVERNMENT OF THE NORTHWEST TERRITORIES (GNWT)
(collectively the “Two Governments”)

Whereas Salt River First Nation signed Treaty No. 8 in 1899 and a Treaty Settlement Agreement with Canada on June 22, 2002 (the Treaty Settlement Agreement) and has Aboriginal and Treaty rights recognized and affirmed under Section 35 of the *Constitution Act, 1982*; and

Whereas the GNWT provides programs and services to members of Salt River First Nation in the NWT on the same basis as are available to all residents of the NWT, and in accordance with the terms of Appendix C to the Treaty Settlement Agreement; and

Whereas Salt River 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; and

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 Aboriginal Governments”*; and

Whereas the Two Governments now wish to continue their formalized government-to-government relationship through a renewed Intergovernmental Memorandum of Understanding.

Salt River First Nation and the GNWT set out their mutual understanding as follows:

1.0 PURPOSE

The purpose of this *Salt River First Nation - GNWT Intergovernmental Memorandum of Understanding* is to enhance the relationship between the Salt River First Nation and the GNWT by providing a framework

with which the Two Governments can work together, through a dialogue where Salt River First Nation and GNWT interests are valued.

- Cultivate the government-to-government relationship between the Salt River First Nation and the GNWT;
- Promote effective communication and constructive dialogue at the political level about priorities in the Salt River First Nation; and
- Facilitate cooperation and collaboration between the Salt River First Nation and GNWT to formulate approaches to address concerns.

2.0 PRINCIPLES

- Salt River 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.
- Salt River 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 solutions on matters of mutual interest.
- Salt River 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.
- Salt River 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.
- Salt River 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.

- Salt River First Nation and the GNWT acknowledge Salt River First Nation's treaty relationship with the Crown and that this agreement does not diminish or in any way alter the responsibilities of the Government of Canada related to Salt River First Nation.

3.0 AREAS OF COOPERATION

The Two Governments agree that the areas of cooperation and discussion will consist of but are not be limited to:

- Capacity sharing and building between the Two Governments
- Economic development
- Employment, skill development and job training
- Potential harmonization and compatibility between areas of respective jurisdiction
- The implementation of the Salt River First Nation Treaty Settlement Agreement
- Any other areas of mutual interest identified by Salt River First Nation and the GNWT

4.0 MEETINGS

4.1 Meetings of Elected Leaders

- 4.1.1 There shall be one meeting per year between the Chief and Council of the Salt River First Nation and the Premier.
- 4.1.2 Where applicable, other Ministers of the GNWT may be invited to participate in the meeting.
- 4.1.3 The Two Governments may invite other officials, staff and advisors, including Elders, to attend the elected leaders' meetings as observers.
- 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, with agreement of the other Government.
- 4.1.5 Meetings will rotate between Salt River First Nation in Fort Smith and Yellowknife, unless otherwise agreed upon by the Two Governments.
- 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 the Salt River First Nation and the Premier;
- 4.1.7.2 Make good faith efforts to address the matters set out on the agenda;
- 4.1.7.3 Only the Chief and Band Council Members and the Premier and members of the GNWT Executive Council may sit at the meeting table.
- 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 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 the Salt River First Nation shall be invited on occasion to the GNWT Deputy Ministers' Committee and the South Slave Regional Management Committee meetings.

5.0 INFORMATION SHARING

- 5.1 The Two 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.
- 5.2 The Two Governments are committed to meaningful communication on GNWT initiatives that may have an impact on the Salt River First Nation and its citizens.
- 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 Salt River First Nation's Chief and Chief Executive Officer when Ministers are intending to visit Fort Smith.

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 the Salt River First Nation shall be copied to:
 - Premier of the Northwest Territories
 - Principal Secretary
 - Secretary to Cabinet, Executive and Indigenous Affairs
 - Chief Executive Officer, Salt River First Nation
 - Deputy Secretary, Indigenous and Intergovernmental Affairs,

Executive and Indigenous Affairs

6.2 Salt River 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 Salt River 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 the Salt River First Nation
- Premier of the Northwest Territories
- Principal Secretary
- Secretary to Cabinet, Executive and Indigenous Affairs
- Chief Executive Officer, Salt River First Nation
- Deputy Secretary, Indigenous and Intergovernmental Affairs, Executive and Indigenous Affairs

7.0 JOINT COMMUNICATIONS

- 7.1 The Salt River 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 Salt River First Nation and the GNWT.
- 7.3 The Salt River 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.
- 7.4 Any request by either the Salt River 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 Salt River First Nation Chief Executive Officer on behalf of the Salt River First Nation and to the Principal Secretary on behalf of the GNWT.
- 7.5 The agreement of Salt River First Nation and the GNWT to the issuance of any Joint Communications shall be given in writing by the Salt River First Nation Chief Executive Officer on behalf of the Salt River First Nation and by 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

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

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 asserted or established Aboriginal and/or Treaty rights of the Salt River First Nation.
- 9.3 Nothing in this MOU precludes, replaces or substitutes the participation of either of the Two Governments in any other intergovernmental processes or agreements.
- 9.4 Nothing in this 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 the Two Governments, 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 This 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 this MOU is terminated, it will not affect any other agreements or understandings then in place between the Two Governments.

SIGNATORIES

The *Salt River First Nation/ Government of the Northwest Territories Memorandum of Understanding* is signed by the Salt River First Nation and the Government of the Northwest Territories this 24 day of November, 2020 at Yellowknife, NT.

SALT RIVER FIRST NATION

**FOR THE GOVERNMENT OF THE
NORTHWEST TERRITORIES**



Chief David Poitras

Salt River First Nation



Honourable Caroline Cochrane

Premier of the Northwest
Territories