

Sacichawasihc Relationship Agreement

THIS AGREEMENT is made this 21st day of June, 2019

Between:

Lucky Man Cree Nation

A Band pursuant to the *Indian Act*

And:

Sweetgrass First Nation

A Band pursuant to the *Indian Act*

And:

Little Pine First Nation

A Band pursuant to the *Indian Act*

And:

Moosomin First Nation

A Band pursuant to the *Indian Act*

And:

Saulteaux First Nation

A Band pursuant to the *Indian Act*
(together, the "First Nations")

And:

The City of North Battleford (Municipal Corporation)

A city incorporated pursuant to the laws of Saskatchewan

And:

The Town of Battleford (Municipal Corporation)

A town incorporated pursuant to the laws of Saskatchewan
(together, the "Municipalities")

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

WHEREAS the First Nations are distinct Indigenous people under Treaty No. 6 with their own lands, resources, languages, cultures, traditions, ways of life and an inherent right to self-governance;

AND WHEREAS the Supreme Court of Canada recognizes that First Nations are a distinct Aboriginal people who have Aboriginal rights and Treaty rights, and that the Government of Canada has recognized distinct Aboriginal peoples with inherent rights;

AND WHEREAS section 35 of the Constitution Act, 1982, states that "the existing aboriginal and treaty rights of the aboriginal peoples of Canada are hereby recognized and affirmed" and that "the "aboriginal peoples of Canada" includes the Indian, Inuit and Métis peoples";

AND WHEREAS the Supreme Court of Canada has recognized that the fundamental objective of the modern law of Aboriginal and Treaty Rights is the reconciliation of Aboriginal peoples and non-Aboriginal peoples and their respective claims, interests and ambitions;

AND WHEREAS the City of North Battleford and Town of Battleford recognize and respect the First Nations' unique history, traditions, culture and rights as an Indigenous people as well as their important role in the history and development of North Battleford and Battleford;

AND WHEREAS the Parties have worked cooperatively for many decades and through this Framework Agreement, re-commit to working together in the spirit of reconciliation;

AND WHEREAS the Parties agree to work collaboratively through this Framework Agreement to find shared and practical understandings on how the principles set out in the *United Nations Declaration on the Rights of Indigenous Peoples* can be implemented;

NOW THEREFORE, the Parties agree as follows:

1. Vision

1.1 The Municipalities are situated in the traditional territory of the First Nations peoples of Treaty No. 6 at the confluence of the North Saskatchewan and Battle Rivers (the "Regional Community"). The Parties will work towards a reconciled Regional Community, building on its history for the health, well-being and prosperity for all its people.

2. Purpose

2.1 To set a strong foundation for the Parties to establish and maintain co-operative government-to-government relationships.

2.2 To develop a forum for meaningful effective and transparent communication on all issues of mutual interest.

2.3 To establish government-to-government committees comprised of political appointees and staff to foster health, growth and well-being of the residents in the Regional Community of the Battlefords.

2.4 To establish government-to-government committees comprised of elected or appointed officials and staff to ensure the socio-economic sustainability and vibrancy of the regional community.

3. Shared Principles

- 3.1 The Parties commit to work collaboratively together for the rights and benefits of all, in accordance with the following shared principles:
- a. The First Nations' history, culture and people have made significant contributions to social and economic prosperity of the Regional community.
 - b. The prosperity of our future relies upon relationships built today.
 - c. Reconciliation is a responsibility shared by all.
 - d. Cooperative relationships between the Municipalities and First Nations are built on effective communication, respect and mutual understandings.

4. Shared Objectives

- 4.1 The Parties will collaborate on the development and implementation of projects of mutual benefit and will work to develop agreements to achieve these goals. The Parties agree to work together, along with their respective administrations, to address issues of mutual interest. The undersigned will strike a government to government working committee to advance the collaborative dialogue and joint work. Objectives include:
- a. Intergovernmental relationship building;
 - b. Cultural prosperity, engagement and heritage;
 - c. Collaborative economic development;
 - d. Collaborative land use planning;
 - e. Social enhancement, including, but not limited, to housing, health and wellness, poverty reduction and community safety;
 - f. Environmental stewardship and climate change;
 - g. Service utilization and agreements;
 - h. Infrastructure development, maintenance and funding;
 - i. Joint advocacy on regional issues; and,
 - j. Education and training.

5. Communication

- 5.1 The Parties shall dedicate the time of their elected and appointed representatives to hold meetings to discuss matters of mutual concern and/or interest on an as-required basis, with four meetings to be held yearly as a minimum.
- 5.2 The Chiefs and Councils of the First Nations and the Mayor and Councils of the Municipalities direct their respective administrations to work together to prepare a Communication Protocol to share information.

6. Priority Actions

To achieve the purpose of this Framework Agreement, the Parties agree to the following priority actions:

- 6.1 Renewing and strengthening the First Nations Government to Local Government Relationship of the Parties.
- 6.2 Facilitating the recognition and respect of Treaty No. 6 rights in North Battleford and Battleford the Municipalities, including the commitment to advance reconciliation.
- 6.3 Developing a collective approach to Regional Community issues that is culturally relevant, relies on evidenced-based and informed strategies and enhances the well-being of the Parties.
- 6.4 To develop economic opportunities for the Parties with a view to enhancing Regional Community and individual wellbeing.

7. Accountability process and problem solving

- 7.1 The Parties will meet annually to jointly evaluate the Agreement, including progress to meeting collaborative goals. The Parties agree to open communication with regards to strengths and limitations and the Parties commit to work together to address weaknesses and to improve relationships and outcomes of the Agreement.

8. Addition of new participating organizations

- 8.1 The Parties may from time to time recommend the addition of other organizations or government bodies to the Agreement. Upon agreement of the Parties, other organizations or government bodies may be invited to sign onto the framework. The Parties will amend this collaboration agreement to include new participants with all Parties sharing with the rights and responsibilities described in the Agreement.

9. Amendments

9.1 The Agreement may be amended only through unanimous agreement of the Parties. The decision to amend the Agreement and language describing the agreed upon changes shall be documented in writing, including date of the amendment and signatures of all Parties.

10. Term and termination

10.1 Each Party retains the right to withdraw from the Agreement upon giving all other Parties at least 60 days notice to withdraw. Withdrawal of one Party or Parties does not terminate the Agreement or the rights and obligations thereunder, with respect to all other Parties.

11. Non-Derogation Clause

11.1 Nothing in this Agreement shall be construed or interpreted to abrogate, derogate, take away, reduce or limit the Treaty and Aboriginal Rights of the participating First Nations.

11.2 Nothing in this Agreement shall be construed or interpreted to abrogate, derogate, take away, reduce or limit the responsibilities and governing legislation of the participating municipal governments.

12. This Agreement Survives Political Change

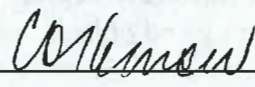
12.1 The Parties agree that any changes in their governments, including changes to the offices of their respective Chiefs and Councils, shall not impact this Agreement which shall continue to survive government changes by reason of the political processes of each Party.

[Signature page to follow]

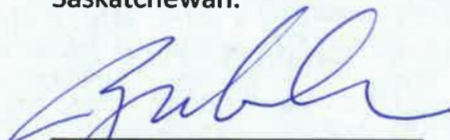
IN WITNESS WHEREOF Lucky Man Cree Nation, as represented by a legal representative, has executed this Agreement on behalf of **Lucky Man Cree Nation**, in its capacity as a band under the *Indian Act*, this 21st day of June, 2019, at the City/Town of North Battleford in the Province of Saskatchewan.



Witness

) **Lucky Man Cree Nation**
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) Per: 
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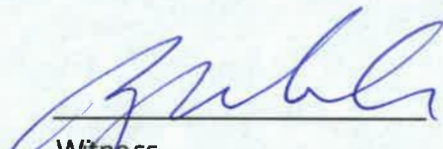
IN WITNESS WHEREOF Sweetgrass First Nation, as represented by a legal representative, has executed this Agreement on behalf of **Sweetgrass First Nation**, in its capacity as a band under the *Indian Act*, this 21st day of June, 2019, at the City/Town of North Battleford in the Province of Saskatchewan.



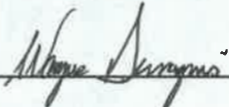
Witness

) **Sweetgrass First Nation**
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IN WITNESS WHEREOF Little Pine First Nation, as represented by a legal representative, has executed this Agreement on behalf of **Little Pine First Nation**, in its capacity as a band under the *Indian Act*, this 21st day of June, 2019, at the City/Town of North Battleford in the Province of Saskatchewan.



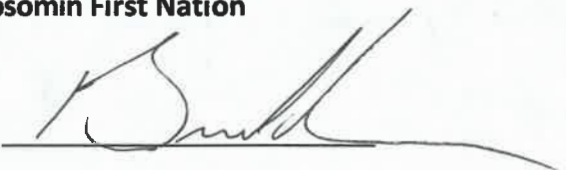
Witness

) **Little Pine First Nation**
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IN WITNESS WHEREOF Moosomin First Nation, as represented by a legal representative, has executed this Agreement on behalf of **Moosomin First Nation**, in its capacity as a band under the *Indian Act*, this 21st day of June, 2019, at the City/Town of North Battleford in the Province of Saskatchewan.



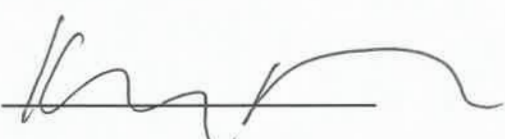
Witness

) **Moosomin First Nation**
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) **Per:** 
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IN WITNESS WHEREOF Saulteaux First Nation, as represented by a legal representative, has executed this Agreement on behalf of **Saulteaux First Nation**, in its capacity as a band under the *Indian Act*, this 21st day of June, 2019, at the City/Town of North Battleford in the Province of Saskatchewan.




Witness

) **Saulteaux First Nation**
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IN WITNESS WHEREOF the City of North Battleford, as represented by a legal representative, has executed this Agreement on behalf of the **City of North Battleford**, in its capacity as a municipality under the *Municipalities Act*, this 21st day of June, 2019, at the City/Town of North Battleford in the Province of Saskatchewan.




Witness

) **City of North Battleford**
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) **Per:** 
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IN WITNESS WHEREOF the **Town of Battleford**, as represented by a legal representative, has executed this Agreement on behalf of the **Town of Battleford**, in its capacity as a Municipality under the *Municipalities Act*, this 21st day of June, 2019, at the City/Town of North Battleford in the Province of Saskatchewan.



Witness


) **Town of Battleford**

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) **Per:**

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