



Ebb & Flow



Gambler



Keeseekoowenin



Rolling River



Sandy Bay



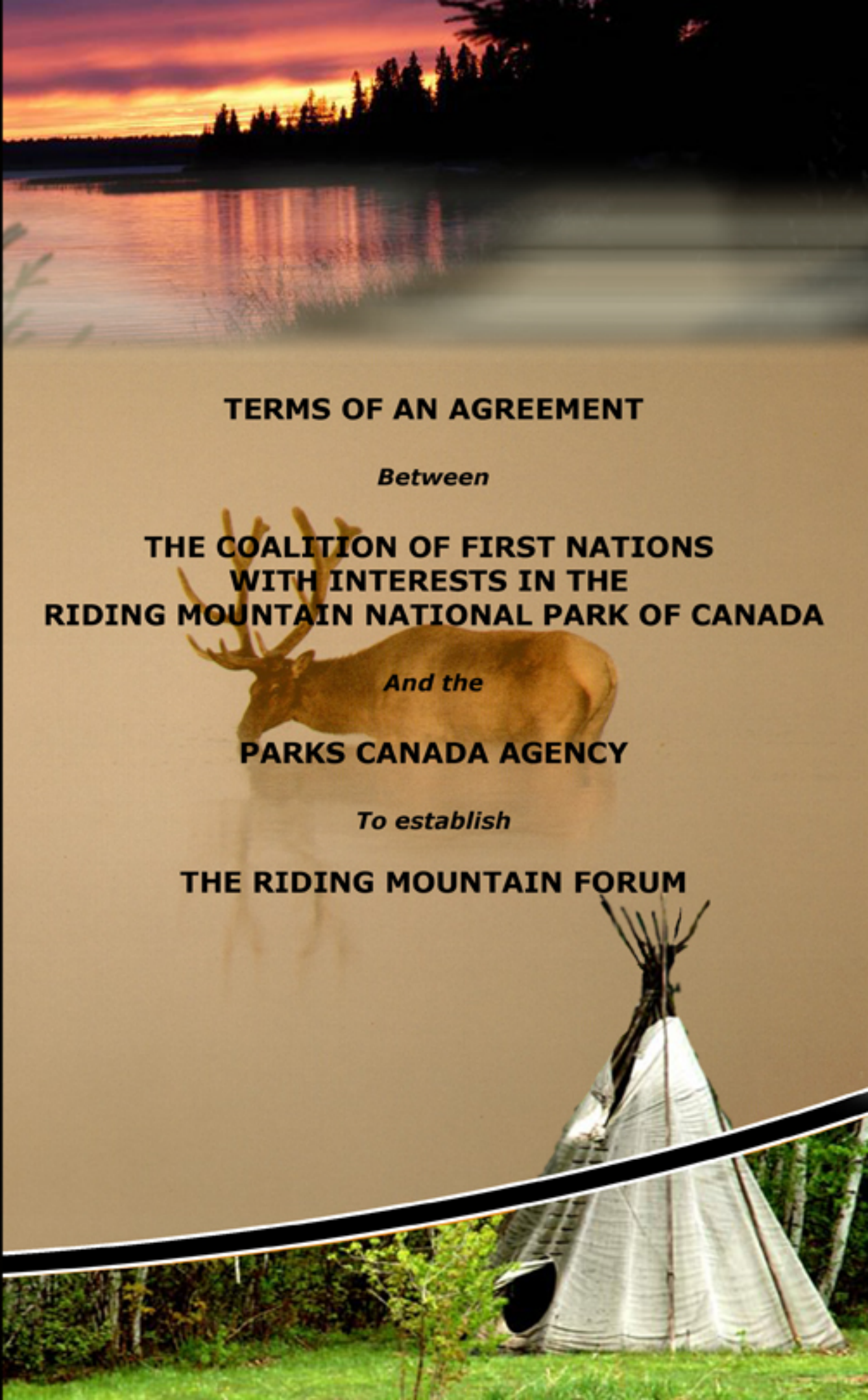
Tootinawaziibeeng



Waywayseecappo



Canada



TERMS OF AN AGREEMENT

Between

**THE COALITION OF FIRST NATIONS
WITH INTERESTS IN THE
RIDING MOUNTAIN NATIONAL PARK OF CANADA**

And the

PARKS CANADA AGENCY

To establish

THE RIDING MOUNTAIN FORUM

THIS AGREEMENT dated the 20th day of March, 2006

BETWEEN:

The Parks Canada Agency, as represented by the Chief Executive Officer, herein after referred to as *Parks Canada*.

- and -

The Coalition of First Nations with Interests in Riding Mountain National Park of Canada, as represented by Ebb and Flow First Nation, Gambler First Nation, Keeseekoowenin First Nation, Rolling River First Nation, Sandy Bay First Nation, Tootinaowaziibeeng Treaty Reserve, Waywayseecappo First Nation and such other First Nations who from time to time might adhere to this Agreement, and herein after referred to as *The Coalition*.

WHEREAS:

The mandate of Parks Canada is: to protect and present nationally significant examples of Canada's natural and cultural heritage, and foster public understanding, appreciation and enjoyment in ways that ensure ecological and commemorative integrity for present and future generations.

Parks Canada and *The Coalition* of First Nations share a common interest in preserving land, vegetation, water and wildlife in the Riding Mountain area.

Parks Canada and *The Coalition* of First Nations share a common interest in preserving and presenting cultural resources of Riding Mountain National Park of Canada.

Parks Canada is engaged in a process of renewal and reconciliation in its relationships with *The Coalition* of First Nations.

Riding Mountain National Park of Canada is a part of the traditional territory of *The Coalition* communities in the proximity of the park.

Both Parties desire that the working relationship between the Parties be improved and that the operation of *The Riding Mountain Forum* be known and acknowledged in Canada and internationally for its high quality and value to each Party.

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. To establish **The Riding Mountain Forum** (herein after referred to as ***The Forum***) through which they can engage in discussions for the purpose of achieving the following goals:
 - Developing mutually beneficial, positive and productive working relationships;
 - Identifying and resolving issues of common interest or concern; and
 - Providing advice to Parks Canada in the implementation of the park management plan for Riding Mountain National Park of Canada.
2. Each Party will make best possible efforts to be successful in realizing the goals of *The Forum*. Each Party acknowledges this will require it to contribute to an atmosphere of mutual recognition, respect, and openness.
3. Each Party takes responsibility for success in achieving the sought-after working relationship.
4. Achieving success requires recognition that the other Party has a position which it considers to be valid. Where acceptance of the other Party's position is not possible, the Parties are committed to work cooperatively to develop creative solutions to the issue.
5. In the past there has been controversy and conflict that have resulted in ill feelings and misunderstanding, and that each Party commits itself to a course of conduct in *The Forum*, which will contribute to the desired positive working relationship.

THE PARTIES AGREE TO OBSERVE THE FOLLOWING PROTOCOL:

Levels of *The Forum*

1. *The Forum* will operate at two levels:
 - a working level consisting of officials of the Parties to engage in discussions on administrative and technical matters, as well as issues of common concern or interest. The officials may be assisted by task groups mandated to research, provide recommendations on specific issues, or carry out specified tasks.
 - a senior level consisting of senior representatives of the Parties who will be signatories to this Agreement, receive reports and assist in dispute resolution (as required).

Representation at the Working Level

2. Each Party will provide representation in *The Forum* of officials who are committed to its goals and have the authority to make decisions and who have access at all times to its own senior level representative(s).
3. The federal representatives will be filled at minimum by: the Superintendent – Riding Mountain National Park of Canada (or designate) and the First Nations Liaison Officer, RMNPC.
4. The First Nation representation will be filled by: one Council member from each of the participating First Nations (or designate); an official from the West Region Tribal Council (CEO or designate); a minimum of three (3) First Nation elders and one (1) First Nation youth representative selected by *The Coalition* members.
5. As far as is possible, continuity of officials will be maintained.

Representation at the Senior Level

6. The federal representative will be the Director General, Parks Canada, Western & Northern Canada.
7. The Coalition representative will be a Chief of a First Nation, as selected by the Chiefs of *The Coalition* of First Nations.
8. Meetings of the Senior level will be held at least once per year.

Other Participants in *The Forum*

9. With the Agreement of the Parties, from time to time other qualified people might be invited to participate in discussions of specific agenda items. Such qualified people may be from other federal departments, provincial officials, other First Nations, individuals, corporations, or non-governmental organizations.

Work Plan

10. Following the signing of this Agreement, representatives of the Working Group level will initiate an exchange of outlines of proposals/initiatives for arrangements, resolution of issues, joint activities, and other matters. The Parties may then engage in informal discussions to reach as much agreement as possible on the items to be discussed and acted upon. Each proposal will

become an agenda item for a working meeting of *The Forum* to be held in the month following the signing to review, prioritize and discuss proposals and to develop a work plan for future meetings.

11. Work plan topics may include, but not be limited to, the following areas of interest:
 - the participation of *The Coalition* in the formal review of the Management Plan for Riding Mountain National Park of Canada (RMNPC);
 - incorporating Traditional Knowledge into management practices at RMNPC;
 - the management of bovine tuberculosis;
 - the presentation of First Nation history and culture at RMNPC;
 - First Nation heritage tourism (e.g. Shawenaquanape Kipichewin);
 - consider the preparation of a report to Historic Sites and Monuments Board of Canada on the commemoration of Aboriginal persons, places or events of national significance to The Coalition First Nations;
 - employment opportunities in RMNPC;
 - the use of RMNPC by First Nations people for traditional, spiritual and ceremonial purposes;
 - annual forum of Elders and Youth for the provision of advice to *The Coalition*; and,
 - the development of a communications strategy.
12. The Working Group level will meet a minimum of twice a year.
13. The Work Plan will be reviewed and revised annually and submitted to the signatories of this Agreement for information purposes.

Agenda

14. Each Party may table in meetings of *The Forum* informational documents which might assist the other Party to better understand its interests and agrees to study such documents tabled by the other Party.
15. Each Party may propose for discussion at any meeting any issues or matters which it considers to be useful in reaching the goals of *The Forum*. New matters/items will be dealt with at the next meeting of *The Forum*.
16. While emergency issues can be discussed at any point, each Party will make every effort to provide materials well in advance of any scheduled meeting.
17. Each Party acknowledges that it has the responsibility for placing before *The Forum* specific proposals/initiatives to achieve the goals of *The Forum*. Neither Party will assume the other has sole responsibility for taking the initiative.

Conduct of Meetings

18. Chairing of meetings at both the Senior and Working Group levels will alternate between the Parties. At the request of either Party, a neutral chair acceptable to the other Party may be invited to chair meetings. After the signing of this Agreement, the first Chair will be a Coalition Working Group designate.
19. Neither Party will record meetings electronically, e.g., video-tapes, audio-tapes. Neither Party at both the Senior and Working Group levels will record meetings electronically, e.g., video-tapes, audio-tapes. The Parties agree that meeting discussions are off the public record. Meeting notes will be maintained and shared with meeting participants in order to ensure effective communications and action items are acted upon in a timely manner. Working Group level representatives of both Parties will alternate the responsibility of taking and distributing meeting notes.

Annual Reporting and Communications

20. To develop for publication on each anniversary of this Agreement, a report detailing the achievements and operation of *The Forum*. An appendix, as necessary, will be included that includes outstanding issues. The report will be submitted to the signatories of this Agreement and will be available to the public. Both Parties agree to best efforts to achieve agreement on the content of the Report. In the event both Parties cannot agree on the content of this report, the Dispute Resolution mechanism will be utilized.
21. A joint media release will be developed annually that reports on the activities and results of *The Forum*. Additional media releases will be developed upon mutual agreement.
22. *The Coalition* takes responsibility for keeping its member First Nations informed of activities of *The Forum*. RMNP will take responsibility for keeping Parks Canada staff informed of activities of *The Forum*. Communications to the general public shall be done by joint communications where warranted.
23. Members of the First Nations of *The Coalition* are not considered to be *the public*.

Dispute Resolution

24. In the event of disagreement or the inability of the Working Group to resolve issues, the Superintendent, Riding Mountain National Park and the designated Chief representing *The Coalition* will meet to discuss the issue(s) and find means of resolving it (them). This will be known as the first level of dispute resolution.

25. When despite best efforts the Parties have not been able to achieve resolution of an issue at the first level, either Party may request that a mutually-acceptable facilitator/mediator be engaged to assist the Parties to achieve resolution, and the other Party will not unreasonably withhold consent. Both parties will share costs of facilitation/mediation. This will be known as the second level of dispute resolution.
26. In the event that resolution is not found following the second level, the issue will be referred to the Senior level as a third and final level in the hopes of achieving resolution.
27. If the issue is still unresolved, the Working Group and Senior level will determine if the matter can be set aside in the interest of advancing the rest of The Forum Work Plan. If this matter is integral to the Forum relationship and cannot be set aside, either Party may terminate Agreement as per paragraph 33 of this document.

Extra-Forum Matters

28. The Parties acknowledge there may be operational issues and matters which can be resolved outside of *The Forum* and each Party undertakes to do so whenever both Parties agree this is expeditious.
29. It is acknowledged that each individual First Nation may discuss with Parks Canada (as represented by the Superintendent of Riding Mountain National Park) any matters on a bilateral basis when the matter has no impact upon other Coalition members. It is also acknowledged that Parks Canada (as represented by the Superintendent of Riding Mountain National Park) may discuss with individual First Nations any matters on a bilateral basis when the matter has no impact upon other Coalition members. Such bilateral discussions can be included as an agenda item of *The Forum*, however, if any First Nation requests that the matter be discussed.
30. Notwithstanding the above paragraph, the Parties acknowledge that the advantages presented by participation in *The Forum* can best be enhanced if all First Nations work through it with regard to most matters.

Resources Available to the Parties

31. The Parties acknowledge that the ability of *The Coalition* to participate actively and effectively in *The Forum* meetings will depend upon the availability of resources to do so. Both Parties agree to explore options to ensure that *The Coalition* has sufficient resources for its equitable participation in *The Forum* meetings, relying first on existing programs. The resourcing of initiatives or studies in support of *The Forum* will be determined on a case-by-case basis.
32. Wherever possible, the Parties will create a common database of information or expertise which is available to both Parties.

Dissolution of *The Forum*

33. *The Forum* may be dissolved at any time by agreement of the Parties. Where there is no agreement regarding dissolution of *The Forum*, either Party, upon provision of clear written notice to the other Party, may cause *The Forum* to be dissolved. Before dissolution, however, the Parties will engage in one further meeting to be chaired by a mutually-acceptable facilitator/mediator with a view to achieving agreement which would result in *The Forum* being continued or to causing a joint release to be created that acknowledges the dissolution.

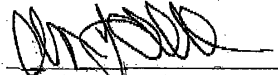
Without Prejudice

34. The Parties agree and acknowledge that this Agreement and subsequent discussions are not meant to define, create, recognize, deny, limit, or amend any rights or obligations of the Parties, including: aboriginal rights and title, land use or treaty rights.
35. The Parties agree and acknowledge that this Agreement will not be construed as a treaty or land claim agreement within the meaning of Section 35 of the *Constitution Act, 1982* as amended.
36. The Parties agree and acknowledge that this Agreement is without prejudice to the legal positions that may be taken by the Parties in Court or in any other forum.

SIGNATORIES:

Signed this 20th day of March, 2006,

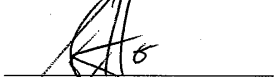
Representing the *Parks Canada Agency*



Mr. Alan Latourelle
Chief Executive Officer



Mr. Bill Fisher
Director General
Western & Northern Canada



Mr. Greg Fenton
Field Unit Superintendent
Riding Mountain

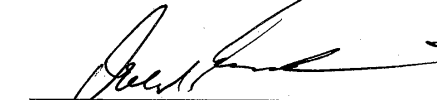
Representing First Nation members of the
Coalition of First Nations with Interests in Riding Mountain National Park



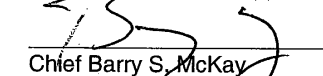
Chief Norman Bone
Keeseekoowenin First Nation



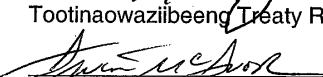
Chief Morris Shannacappo
Rolling River First Nation



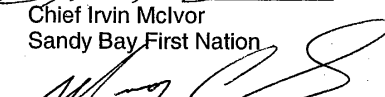
Chief Ralph Beaulieu
Ebb and Flow First Nation



Chief Barry S. McKay
Tootinaowaziibeeng Treaty Reserve



Chief Irvin McIvor
Sandy Bay First Nation



Chief Murray Clearsky
Waywayseecappo First Nation

Chief Ken Ducharme
Gambler First Nation

All of the Chiefs of First Nations who are
participating in *The Coalition*