

**MEMORANDUM OF UNDERSTANDING
RESPECTING A PROCESS FOR HARMONISATION ARRANGEMENTS**

BETWEEN

THE TEMAGAMI FIRST NATION

-and-

THE TEME-AUGAMA ANISHNABAI

- and -

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

WHEREAS the Temagami First Nation and the Teme Augama Anishnabai have, by their inherent right, "a fundamental interest in the stewardship of their traditional lands (outlined in the attached Schedule A) ("N'Daki Menan")"

AND WHEREAS the Corporation of the Municipality of Temagami is a Municipality within the jurisdiction of the Province of Ontario and is incorporated pursuant to the laws of the Province of Ontario. The Corporation of the Municipality of Temagami also recognizes that its boundaries are within n'Daki Menan, the traditional of the Temagami First Nation and Teme-Augama Anishnabai.

AND WHEREAS the Chief and Council for Temagami First Nation and the Chief and Council for Teme-Augama Anishnabai and the Mayor and Council of the Municipality of Temagami recognize that they have overlapping jurisdictions and that arrangements which allow for harmonization and mutual respect of these interests are required.

AND WHEREAS it is the desire of the Municipality of Temagami that the Temagami First Nation and the Teme-Augama Anishnabai participate with respect to ongoing plans of the Municipality of Temagami

NOW THEREFORE the Temagami First Nation the Teme-Augama Anishnabai and the Corporation of the Municipality of Temagami agree as follows:

FUNDAMENTAL PRINCIPLES

1. The land is our common bond with respect to co-existence and co-operation.
2. Mutual respect must be maintained for each other's laws, customs, traditional practices and beliefs.
3. Sustained life is the primary goal in the management of land. The natural integrity of the land and all life forms will be maintained.
4. Principles of sustainability and sustainable development will facilitate all uses and activities on the land.

SHARED OBJECTIVES

5. The Temagami First Nation, the Teme-Augama Anishnabai and the Municipality of Temagami recognize that future political, economic, social and cultural, growth, development and prosperity are dependent upon a positive interdependent relationship with respect to one another's government, laws and citizens.
6. The Temagami First Nation, the Teme-Augama Anishnabai and the Municipality of Temagami acknowledge that the establishment of a stable and effective government- to-government relationship between them will modernize their historical, political, economic and cultural relationship.
7. The Temagami First Nation, the Teme-Augama Anishnabai and the Municipality of Temagami recognize that they have a shared interest in facilitating the sharing of: Access to land and resources; expertise and programs; Scientific, economic, traditional and other information; Infrastructure and services; and/or other matters that may be identified.
8. The Temagami First Nation, the Teme-Augama Anishnabai and the Municipality of Temagami recognize the need to work cooperatively with respect to ongoing settlement negotiations with the Province of Ontario and the Government of Canada.

JURISDICTION

9. The Temagami First Nation the Teme-Augama Anishnabai and the Municipality of Temagami recognize the need for an agreement between them that will recognize and respect their respective jurisdictions.
10. The Temagami First Nation the Teme-Augama Anishnabai and the Municipality of Temagami recognize the need for an agreement between them that will foster cooperation with regard to relationships with other jurisdictions within N'Daki Menan and proximate to N'Daki Menan.
11. The Municipality of Temagami will make all efforts within their jurisdiction, to mitigate and address concerns expressed by the Temagami First Nation and the Teme Augama Anishnabai.

HARMONISATION ARRANGEMENTS

12. The parties agree to identify desirable areas of jurisdiction to harmonize, including but not limited to areas of administration, legal compatibility, zoning bylaws, land use planning processes, services and any other area the parties may identify.
13. Upon execution of this agreement, the parties will identify areas of jurisdiction, which may be harmonized. The committee will establish, for approval by the governments of the parties, processes including the scheduling of meetings, reporting, addressing interim matters and any other issues the committee or parties may identify.
14. The parties acknowledge and agree that to the extent possible, harmonization arrangements should

include reciprocal commitments by the parties.

15. The parties acknowledge and agree that harmonization arrangements will include the establishment of a dispute resolution process, to resolve disagreements between the parties.

LIVING AGREEMENT

16. The parties acknowledge and agree that they will endeavor to negotiate a government to government agreement that will be adaptable and conform to their respective future needs and rights and that the agreement will be interpreted as a "living" agreement between the parties.

17. In the interim and whenever possible, the parties will study, identify and establish joint venture opportunities and partnerships regarding matters of resource sharing, economic development, cultural and traditional activities, stewardship, planning and other matters the parties may agree on.

18. Nothing in this Memorandum of Understanding will be construed as to abrogate or derogate from any Aboriginal or Constitutional rights of the Temagami First Nation and Teme-Augama Anishnabai.

EFFECT OF THIS AGREEMENT

19. Nothing in this Agreement will be construed so as to limit any continuing or future negotiations with the Government of Canada and/or the Province of Ontario.

20. This agreement will be of no force or effect unless and until it is ratified at duly convened council meetings of the Temagami First Nation, the Teme-Augama Anishnabai and the Municipality of Temagami and executed by the representatives of the parties.

21. This Agreement will be binding on the parties only to the extent of the matters agreed to and contained herein.

22. The parties can mutually agree to amend this agreement in writing.

23. Either party upon 10 days receipt of written notice to the other party can withdraw from this agreement.

SIGNED AT _____ IN THE _____,

THIS ____ DAY OF _____, _____.

TEMAGAMI FIRST NATION

As represented by:

Chief:

Second Chief:

TEME-AUGAMA ANISHNABAI

As represented by:

Chief:

Second Chief:

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

As represented by:

Mayor:

Deputy Mayor:

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TEMAGAMI MEMORANDUM OF UNDERSTANDING

JOINT COMMITTEE OPERATING PROCEDURES

SELECTION OF CHAIRPERSON

It is understood that “Chairperson” shall mean one person elected from each party to chair the meetings on a rotational basis.

Temagami MOU Joint Committee members will, as a first step, identify a Chairperson from amongst those members present at the first committee meeting.

The method of selection will be consensus oriented. Those interested in serving as Chairperson, or if a committee member believes another committee member is best suited for the role, can suggest them self or another individual to serve as Chairperson. In the event that more than one name has been identified, a "roundtable" discussion will occur regarding the experience of individuals identified until one is selected as Chairperson.

MEETING MINUTES

It is understood that each party will select a member of its staff team to be the administrative support for the committee. This will allow each support person to have a direct contact for arranging meetings and gathering information.

Joint Committee members will identify a resource person from amongst their own staff to serve as Administrative Support to the committee. This staff person will be responsible to the committee for the taking of meeting minutes and their distribution to committee members. Draft meeting minutes will be distributed at a minimum of one week prior to the next committee meeting. Distribution will occur either through e-mail or by facsimile, according to the preference of each committee member.

LOCATION OF MEETINGS

There are primarily two potential locations for meetings: Temagami and Bear Island. Committee members will decide amongst themselves on a rotation schedule that best suits member's personal schedules and travel conditions on the lake. Electronic participation will be permitted for all members, when an in-person meeting cannot be scheduled.

PREPARATION OF AGENDA

The Chairperson will be responsible for facilitating the development of meeting agendas. Committee members are responsible for identifying agenda items. Alternatively, agenda items may be added at the beginning of committee meetings.

FREQUENCY OF MEETINGS

Meetings will be held on a monthly basis, unless the need for additional meetings is identified and agreed to by the committee.

DEFINING CONSENSUS

It is the responsibility of the Chairperson to facilitate the development of consensus in all decision-making at committee meetings. While consensus is the goal, throughout discussions at the committee table it will be the responsibility of each committee member to identify their thinking on any given topic of discussion, and move to compromise with other committee members, where possible and necessary, in order to achieve a consensus-oriented decision.

INTERNAL AND EXTERNAL COMMUNICATIONS STRATEGY

The committee will identify areas, which require the use of a communications strategy. The committee will then appoint a working group, whose main task will be to develop the outline of both internal and external communications strategies for review, input, and approval for development of a final draft for acceptance by the whole committee.

ANNUAL REPORT

The committee will produce an annual report with the technical assistance of the designated Administrative Support persons to the committee. The report will include the committee's: Activities undertaken in relation to the committee's Annual Work Plan; Highlighting areas of harmonization that were worked on during the year; Highlighting of issues of contention that surfaced throughout the year; Summary of Annual Work Plan Outline for the up-coming year;

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TEMAGAMI MEMORANDUM OF UNDERSTANDING

NOTIFICATION AGREEMENT

Pursuant to the Memorandum of Understanding agreed to by the above parties, it is recognized that it is necessary to have a notification protocol to facilitate the sharing of information and promote consultation with the others.

Any process undertaken by one or more of the parties will include a notification to the others.

All parties acknowledge that there are land use issues in the Temagami area which are being addressed in other forms and the parties to this agreement wish to work cooperatively in the sharing of information to see that the issues are dealt with to the benefit of the communities.

This agreement is meant to be reciprocal but is not meant to bind any decision-making powers of any of the parties to the agreement.

The following are examples of when notification is required but is not meant to be all inclusive:

1. If the Municipality is considering an amendment to its Official Plan or if the Temagami First Nation is adopting or amending a Fund Management Plan.
2. If a new Zoning Bylaw is being passed or one is being amended.
3. If there is consideration for a plan of subdivisions or condominium development.
4. Any change in land use or development that could have water or other environmental impacts. This would include any consideration of the opening, alteration or closing of a waste disposal site, sewage treatment plant or recycling facility.
5. Any significant economic development.

The notification should include:

1. The purpose of any development, disposition or activity
2. The nature and extent of any proposed development, disposition or activity
3. Other information and technical data sufficient to allow a preliminary assessment of the activity or development

It is agreed that upon receipt of notification, the parties will have a two-week window to provide feedback, unless a longer period is requested. In the event of no response within this timeframe, it will be understood that no comments are likely to be forthcoming. Should any issues arise, the parties commit to resolving them through constructive dialogue and mutual respect.

Exceptions to this timeline will be recognized for external legislative deadlines, duly identified as such.

TEMAGAMI MEMORANDUM OF UNDERSTANDING

DISPUTE RESOLUTION

The aim of this dispute resolution process is to informally settle any differences of opinion of the parties to the MOU. The MOU was established to promote harmonization, share objectives and to work co-operatively to build positive relationships.

1. Usually disputes come from a lack of knowledge on a subject or misinterpretation. The first step is to clearly identify the issue. A review by staff or outside source may provide a simple explanation. Identification should determine if the issue is one that should be dealt with under the MOU agreement.
2. Step two should be a review and discussion by the MOU committee. If an issue cannot be resolved at committee level, a written report should be presented to the Councils either individually or at a joint meeting.
3. Councils should determine a resolution to the issue. It should be clearly understood that our MOU does not deal with Native or Constitutional Rights or other such things.

If an issue can't be resolved at Council level it has to be determined if there is a need to proceed to a formal process of:

4. Face to face negotiation;
5. Conciliation/Facilitation;
6. Mediation.

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VISION STATEMENT

The Temagami First Nation, the Teme-Augama Anishnabai and the Municipality of Temagami recognizes that future political, economic, social and cultural growth, development and prosperity are dependent upon a positive interdependent relationship with respect to one another's government, laws and citizens and our vision is to achieve this goal by working together.

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