



## CITY OF YELLOWKNIFE

THIS MEMORANDUM OF UNDERSTANDING executed this 5<sup>TH</sup> day of DECEMBER, 2019.  
(the "MOU")

### BETWEEN:

**THE MUNICIPAL CORPORATION  
OF THE CITY OF YELLOWKNIFE**  
(the "City")

AND

**YELLOWKNIVES DENE FIRST NATION**  
(the "Yellowknives Dene")

### MEMORANDUM OF UNDERSTANDING

### WHEREAS:

- A. Action is given to this Memorandum of Understanding (MOU) through BCR # 2019-08-08-0010 of the Yellowknives Dene First Nation and Motion # 0190-19 of the City of Yellowknife.
- B. The City is a municipal corporation under the *Cities, Towns and Villages Act*.
- C. Yellowknives Dene First Nation is the representative of the Yellowknives Dene people who have lived on, and been a part of, the land in and around Yellowknife since time immemorial.
- D. The Yellowknives Dene have been caretakers of the Yellowknife area since time immemorial.

- E. The municipality of Yellowknife is located on Chief Drygeese Territory, the unceded lands of the Yellowknives Dene and Treaty 8 territory.
- F. Development on Yellowknives Dene territory has had immeasurable impact on the land and lives of the Yellowknives Dene.
- G. Council of the City expressed a desire to address the *Truth and Reconciliation Commission of Canada: Calls to Action* ("TRC Calls to Action"), by adopting recommendations (Council Motion #0324-15).
- H. In response to TRC Call to Action 43, Council of the City adopted the *United Nations Declaration on the Rights of Indigenous Peoples* ("UNDRIP") in Council Motion #0324-15.
- I. The City and the Yellowknives Dene are committed to reconciliation, as defined by the Truth and Reconciliation Commission of Canada, as "establishing and maintaining a mutually respectful relationship between Aboriginal and non-Aboriginal peoples in this country". In order for that to happen, there has to be awareness of the past, acknowledgement of the harm that has been inflicted and a willingness to take the steps necessary to follow a path forward defined by collaboration and respect.
- J. The City and the Yellowknives Dene each have distinct governance authorities and responsibilities towards their residents and members, and acknowledge that the interests of all persons living in the communities are best served by the Parties working together in the spirit of reconciliation and cooperation to achieve mutual benefits.
- K. The City and the Yellowknives Dene seek to work together and support each other, guided by common values and mutual interests.
- L. The City and the Yellowknives Dene recognize that building stronger government-to-government relationships will help create a level of certainty for their respective Communities and ensure an important dialogue that seeks to improve the quality of life for all residents.
- M. The City and the Yellowknives Dene wish to enter into an agreement with the intention and desire to establish cooperative relationships for the purpose of sharing information, improving communications, addressing specific issues of mutual interest, and raising awareness and understanding of the Yellowknives Dene.

**NOW THEREFORE** the parties agree to uphold a government to government relationship, as partners towards a better future and in the spirit of reconciliation as follows:

## **1 PRINCIPLES OF COOPERATION**

- 1.1 The Parties will meet regularly at the political level through joint Council meetings and at administrative level to promote and encourage open and constructive dialogue based on mutual trust, honesty and respect.
- 1.2 The Parties will approach the work set out in this MOU in a way that ensures that each Party acquires and maintains a full understanding of the others' public initiatives, governing structures, traditions, jurisdiction and responsibilities.

## **2 JOINT COUNCIL MEETINGS**

- 2.1 Councils of the respective Parties will meet at least once per year to discuss matters under this MOU or any other matter of common interest.
- 2.2 Unless the Parties agree otherwise, the meetings referred to in this section will alternate between locations within the City of Yellowknife, Ndilo and Dettah.
- 2.3 Joint Council meetings shall be chaired by the Mayor or Chief of the host community and minutes will be taken by the host community to be shared with both Councils before the next meeting.
- 2.4 A quorum for a Joint Council Meeting will be two Members of Council from the City and four Members of Council from the Yellowknives with at least one Member of Council from each Ndilo and Dettah present.
- 2.5 The Parties may invite such additional participants to the meetings referred to in this section as they consider necessary or advisable from time to time to aid in their consideration of the matters to be discussed.

## **3 KEY AREAS OF MUTUAL INTEREST**

- 3.1 The Parties agree to work together on the following key interests and any other shared interests identified in the future:
  - (a) intergovernmental coordination;
  - (b) land use planning and management;
  - (c) culture and heritage protection;
  - (d) environmental protection;



- (e) economic development;
- (f) infrastructure planning and management
- (g) shared and reciprocal services;
- (h) capacity building;
- (i) sustainable healthy communities;
- (j) emergency management;
- (k) appropriate engagement and consultation protocol;
- (l) the development and maintenance of good working relationships; and
- (m) any other matter, as mutually agreed to by both parties

#### **4 COMMUNICATION**

- 4.1 The Parties acknowledge that the success of these government-to-government relationships will hinge upon open and transparent communications based on trust, respect, and mutual understanding.
- 4.2 Each of the Parties acknowledges that information provided to the other Party in the course of activities contemplated by this MOU may be subject to the information and privacy legislation and the Parties agree to abide by any such legislation.
- 4.3 In cases where a Party wishes to provide information to the other Party in expectation of confidentiality, it may so indicate and the other Party will, acting reasonably, accept and hold such information in confidence to the extent permitted by law.

#### **5 TERM OF AGREEMENT**

- 5.1 This MOU shall take effect upon the adoption of authorizing resolutions by each respective Council.
- 5.2 The Parties recognize that this MOU is a living document and may be subject to amendment from time to time by mutual agreement. The amendments must be in writing and authorized by resolution of each respective Council.

5.3 This MOU will remain in effect unless terminated by a Party by providing sixty (60) days' notice in writing, to be delivered by hand, facsimile or registered mail requiring acknowledgement on delivery.

## 6 EFFECT OF MOU

6.1 This MOU does not in any way fetter, limit or restrict the legislative jurisdiction of the respective Councils nor does it commit a Party to any obligation not specifically set out herein.

6.2 This MOU does not affect any Aboriginal or Treaty right, title or interest of the Yellowknives Dene.

6.3 This MOU does not create any rights or legal obligations between the Parties.

## 7 ADDRESSES

7.1 Where notice is required, or is permitted to be served on one Party by the other, the notice will be given in writing and may be delivered personally, delivered or sent by mail at the following addresses:

Notices to: City of Yellowknife  
P.O. Box 580  
Yellowknife, NT X1A 2N4  
Attention: City Administrator

Notices to: Yellowknives Dene First Nation  
P.O. Box 2514  
Yellowknife, NT X1A 2P8  
Attention: Chief Executive Officer

**[Remainder of page intentionally left blank]**

**IN WITNESS WHEREOF** the parties hereto have executed this Memorandum of Understanding as of the day and year first written above.

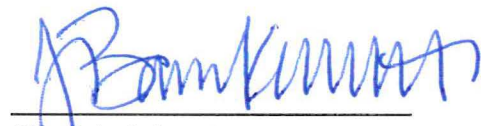
MUNICIPAL CORPORATION OF  
THE CITY OF YELLOWKNIFE

YELLOWKNIVES DENE FIRST  
NATION

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Chief

  
\_\_\_\_\_  
Chief

  
\_\_\_\_\_  
City Administrator

  
\_\_\_\_\_  
Chief Executive Officer