

**Delá Got'ine Self-Government Negotiations  
Process and Schedule Agreement**

among

**THE DELÁ GOT'INE OF COLVILLE LAKE ("Delá Got'ine")  
as represented by  
the Behdzi Ahda" First Nation and the Ayoni Keh Land Corporation**

and

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA,  
as represented by  
the Minister of Indian Affairs and Northern Development  
("Canada")**

and

**THE GOVERNMENT OF THE NORTHWEST TERRITORIES,  
as represented by  
the Minister of Aboriginal Affairs and Intergovernmental Relations  
("GNWT")**

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

**WHEREAS** Chapter 5 and Appendix B of the Sahtu Dene and Metis Comprehensive Land Claim Agreement (the "SDMCLCA") provide for negotiation with the Sahtu Dene and Metis of self-government agreements, and in particular 5.1.1 of the SDMCLCA states:

- 5.1.1 Government shall enter into negotiations with the Sahtu Dene and Metis with a view to concluding agreements on self-government appropriate to the unique circumstances of the Sahtu Dene and Metis and in conformity with the Constitution of Canada.

and 1.1 and 1.2 of Appendix B of the SDMCLCA state:

- 1.1 Government shall enter into negotiations with the Sahtu Dene and Metis pursuant to this framework agreement with a view to concluding self-government agreements which enable the Sahtu Dene and Metis to govern their affairs and to administer resources, programs and services, as appropriate to the circumstances of the Sahtu Dene and Metis.

1.2 Self-government agreements shall be in conformity with the Constitution of Canada.

**AND WHEREAS** section 3.1.14 of the SDMCLCA states in part:

3.1.14 Nothing in this agreement shall be construed to affect:

- (a) any aboriginal or treaty right to self-government which the Sahtu Dene or Metis may have; ...

**AND WHEREAS**, pursuant to Chapter 5 of the SDMCLCA and 5.1 of Appendix B of the SDMCLCA, the Delá Got'ine have made a written request to Canada indicating their desire to enter into self-government negotiations and have sent a copy of the request to the GNWT;

**AND WHEREAS** Canada and the GNWT, following receipt of the request from the Delá Got'ine, have agreed to enter into self-government negotiations;

**AND WHEREAS** Canada and the GNWT recognize the inherent right of self-government as an existing Aboriginal right under section 35 of the *Constitution Act, 1982*;

**AND WHEREAS** the Delá Got'ine assert that they have, from time immemorial, occupied and lived in harmony within the Delá Got'ine territory through their four clans: Tagé Got'ine, Ts'ogá Got'ine, Duta Got'ine and Táhshjne Got'ine;

**AND WHEREAS** the Delá Got'ine have solemnly declared that they wish to move forward under self-government and to develop and adopt a constitution for the Behdzi Ahda" First Nation Government;

**AND WHEREAS** the Parties intend to negotiate expeditiously and complete a Self-Government Agreement-In-Principle ("AIP") and a Self-Government Final Agreement ("FA");

**AND WHEREAS** it is the intention of the Delá Got'ine that there will be a government called the Behdzi Ahda" First Nation Government ("BAFNG") on the implementation of the FA;

**AND WHEREAS** 5.2 of Appendix B of the SDMCLCA provides that:

5.2 Prior to commencing negotiations on self-government agreements, the parties to such negotiations shall agree on:

- (a) the order in which the matters to be negotiated are to be addressed;

- (b) the time frame within which negotiations will take place; and
- (c) such other matters as may be necessary or desirable.

**AND WHEREAS** the Parties are concluding this Delá Got'ine Self-Government Negotiations Process and Schedule Agreement to govern the conduct of their negotiations;

**NOW THEREFORE**, the Parties agree as follows:

### **1.0 THE DELÁ GOT'INE OF COLVILLE LAKE**

1.1 In this agreement, "Delá Got'ine of Colville Lake" means

- (a) the "Sahtu Dene and Metis" (within the meaning of 5.1.1 of the SDMCLCA and 5.1 of Appendix B of the SDMCLCA) of Colville Lake; and
- (b) the Behdzi Ahda" First Nation.

### **2.0 OBJECTIVE OF THE NEGOTIATIONS**

2.1 The objective of the negotiations will be to complete a Self-Government Final Agreement that, in respect of the Delá Got'ine, meets the obligation to negotiate self-government as per the SDMCLCA and meets the objectives referred to in Appendix B of the SDMCLCA, and that implements the inherent right of self-government for the Delá Got'ine.

### **3.0 PURPOSE OF THIS AGREEMENT**

3.1 The purpose of this agreement is to facilitate effective, timely and orderly negotiations towards an AIP and an FA based on the AIP.

3.2 This agreement:

- (a) sets out an approach to, and a process for, negotiations;
- (b) identifies the scope of negotiations;
- (c) establishes an agenda and timetable for negotiations;
- (d) makes provision for such other matters as are necessary or desirable; and
- (e) is the agreement referred to in 5.2 of Appendix B of the SDMCLCA.

**4.0 INTERPRETATION**

- 4.1 Nothing in this agreement is to be interpreted as creating, amending, recognizing or denying rights or obligations of any of the Parties.
- 4.2 Negotiations undertaken pursuant to this agreement, and any position taken by any Party in those negotiations, will be without prejudice to the legal positions that may be taken by any of the Parties in a court of law or otherwise.

**5.0 PARTIES TO AIP AND FA**

- 5.1 The parties to the AIP and to the FA will be the Delá Got'ine, Canada and the GNWT.

**6.0 NEGOTIATION TEAMS**

- 6.1 The Delá Got'ine, Canada and the GNWT will each be represented at the main negotiations table by a Chief Negotiator.
- 6.2 The Chief Negotiator for the Delá Got'ine shall be appointed by the Delá Got'ine.
- 6.3 Each Party shall provide to the other Parties written notice of the appointment of its Chief Negotiator.
- 6.4 Where a Party removes or replaces its Chief Negotiator, it shall forthwith provide to the other Parties written notice of such removal or replacement.
- 6.5 The Chief Negotiators shall be responsible for the conduct of the negotiations to complete the AIP and the FA.
- 6.6 Each Party shall determine the size and composition of its negotiation team.
- 6.7 Individuals who are not members of a negotiation team may participate in negotiating sessions with the approval of the Chief Negotiators.

- 6.8 (a) Following the signing of this agreement and as soon as possible, the Chief Negotiators shall jointly establish a Financial and Implementation Working Group and a Legal Working Group.
- (b) The Chief Negotiators may jointly establish other working groups.
- (c) The Chief Negotiators may jointly establish terms of reference for a working group, and define the tasks of the working group in the terms of reference or otherwise.
- (d) Working group discussions shall be without prejudice to the positions of the respective Parties at the main negotiations table.

6.9 Working groups shall report to the Chief Negotiators as requested.

#### **7.0 PROCESS TO CONCLUDE AN AIP AND FA**

- 7.1 The Parties agree to negotiate in good faith and to use their best efforts to reach timely agreement on chapters, and any supplementary material such as appendices, schedules or maps, that together will form the AIP and the FA.
- 7.2 The Parties will work co-operatively to clarify and respond to the interests and positions of each Party in a timely manner.
- 7.3 (a) The Parties will negotiate the subject matters in the order agreed to by the Chief Negotiators from time to time.
- (b) Upon agreement of the Chief Negotiators, the Parties may negotiate more than one subject matter in any time period.
- 7.4 The AIP will be complete when, after having been initialled by the Chief Negotiators and after having subsequently been approved by the Parties in the manner set out in the AIP, the AIP is signed on behalf of the Parties by their authorised representatives.

- 7.5 The FA will be ratified by the Parties in the manner agreed upon in the negotiations.
- 7.6 Financial and implementation agreements shall be finalized prior to ratification of the FA.
- 7.7 The English and French versions of the AIP and the FA shall be the authoritative versions of the AIP and the FA.
- 7.8 Canada will provide sufficient funding to have the AIP and the FA translated in written form into the Delá Got'ine dialect, and the translation of each of those documents will be by a person or persons approved by the Delá Got'ine.

## **8.0 SUBJECT MATTERS**

- 8.1 Negotiations shall address, and the FA may include, in a manner consistent with the SDMCLCA, matters relating to the governance of the Delá Got'ine, matters relating to the financial affairs and financing of the BAFNG, and matters reasonably ancillary thereto, as follows:
- (a) the development of a constitution for the BAFNG including:
    - (i) statement of BAFNG values and principles;
    - (ii) definition of Behdzi Ahda" Citizens;
    - (iii) framework and structure of the BAFNG;
    - (iv) framework for the exercise of power and law making;
  - (b) elections;
  - (c) selection of leadership;
  - (d) Delá Got'ine culture, heritage and language;
  - (e) K'ahsho Got'ine District governance arrangements;
  - (f) housing;
  - (g) management and administration of SDMCLCA assets other than settlement lands;
  - (h) taxation;
  - (i) education and training;
  - (j) social services;
  - (k) health services;

- (l) roads and traffic;
- (m) local government infrastructure, including programs and services;
- (n) economic development;
- (o) tourism;
- (p) child welfare;
- (q) guardianship and adoption;
- (r) wills and estates;
- (s) administration of justice;
- (t) liquor;
- (u) gaming;
- (v) matters relating to labour;
- (w) marriage;
- (x) policing;
- (y) use, management, administration, control and protection of settlement lands;
- (z) constitutional protection for the FA under section 35 of the *Constitution Act, 1982*;
- (aa) dispute resolution mechanisms;
- (bb) relations with other Aboriginal governments;
- (cc) representing the interests of the Delá Got'ine in relation to any overlaps with other Aboriginal groups;
- (dd) implementation plans and financial arrangements relating to the FA;
- (ee) transition from existing government institutions to future BAFNG institutions;
- (ff) procedures for the amendment of the FA;
- (gg) approval of the AIP and ratification of the FA, including a ratification vote by the Delá Got'ine;
- (hh) matters relating to the foregoing; and
- (ii) other matters which may be agreed to by the Parties.

## 9.0 TIMETABLE

- 9.1 The Parties shall use best efforts to complete the AIP within four (4) years of the signing of this agreement.

**10.0 PROCEDURES FOR NEGOTIATION SESSIONS**

- 10.1 All negotiation sessions shall be held in Colville Lake, Northwest Territories unless otherwise agreed by the Chief Negotiators.
- 10.2 In order to ensure that negotiations are conducted in a manner that is inclusive and transparent:
- (a) subject to 10.4, registered members of the Behdzi Ahda" First Nation, registered members of the Ayoni Keh Land Corporation and all residents of the K'ahsho Got'ine District may observe all negotiations sessions; and
  - (b) the Chief Negotiators may jointly allow any other person to observe a negotiation session.
- 10.3 At sessions of the main negotiations table, simultaneous interpretation into and from the Delá Got'ine dialect shall be provided by the Delá Got'ine.
- 10.4 A negotiation session may be held in private where the Chief Negotiators deem this to be warranted.

**11.0 INFORMATION-SHARING AND CONFIDENTIALITY**

- 11.1 In order that individuals, groups or organizations having an interest in the outcome of the negotiations may be knowledgeable and well informed regarding the general status, aims, objectives and progress of the negotiations, and subject to 11.2, 11.3 and 11.4:
- (a) the Parties will jointly hold public information sessions in the K'ahsho Got'ine District prior to completion of the AIP and also prior to completion of the FA;
  - (b) from time to time, the Parties may agree to jointly attend other meetings with individuals, organizations or groups; and
  - (c) any of the Parties may, on its own, carry out such additional information and education initiatives as it sees fit, including initiatives to obtain a broad range of input.
- 11.2 The details of the negotiating positions and documents exchanged or developed by the Parties shall be confidential.



11.3 Details of positions and documents exchanged or developed by the Parties may be disclosed to particular persons or to the public by agreement of the Chief Negotiators or as required by law.

11.4 The Parties acknowledge:

- (a) that, from time to time prior to the signing of the AIP or the FA, Canada or the GNWT may have a duty to consult an Aboriginal group other than the Delá Got'ine which has or may have rights protected by section 35 of the *Constitution Act, 1982* that may be adversely affected by the FA; and
- (b) that, in order to ensure any such duty to consult is fulfilled, Canada or the GNWT may disclose to the other Aboriginal group confidential information relating to the negotiations, including part or all of a draft AIP or draft FA.

11.5 The Parties may issue joint statements to the media on the progress of the negotiations from time to time.

11.6 Subject to 11.2 and 11.3, an individual Party may provide information to the media with respect to the negotiations.

## **12.0 FUNDING FOR NEGOTIATIONS**

12.1 Funding of the Delá Got'ine by Canada for the negotiation of the AIP and the FA shall be according to Canada's policy for self-government negotiations.

12.2 In the event circumstances arise out of the self-government negotiations that raise issues that must be resolved but are not funded under Canada's policy for self-government negotiations, this agreement will not prejudice new funding applications to address such issues.

## **13.0 AMENDMENTS**

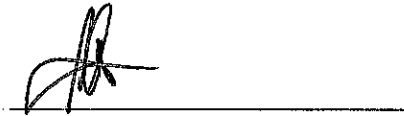
13.1 The Parties may agree, in writing, to amend this agreement.

SIGNED BY THE PARTIES as follows:

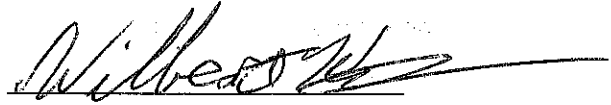
For THE DELÁ GOT'INE OF COLVILLE LAKE:

signed at YELLOWKNIFE, Northwest Territories,

on the 23 day of JULY, 2014



Alvin Orlas, Chief  
Behdzi Ahda" First Nation

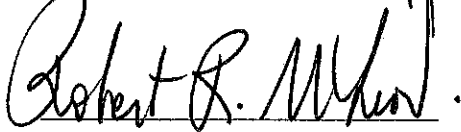


Wilbert Kochon, President  
Ayoni Keh Land Corporation

For THE GOVERNMENT OF THE NORTHWEST TERRITORIES:

signed at Yellowknife, Northwest Territories,

on the 9 day of September, 2014




The Honourable Bob McLeod,  
Minister of Aboriginal Affairs and  
Intergovernmental Relations

For HER MAJESTY THE QUEEN IN RIGHT OF CANADA:

signed at Ottawa, Ontario,

on the 28<sup>th</sup> day of October, 2014



The Honourable Bernard Valcourt,  
Minister of Indian Affairs and  
Northern Development