

Dumont Métis Nation

**LAND GOVERNANCE
AGREEMENT**

September 1, 2020

**DUMONT MÉTIS NATION AND
HER MAJESTY THE QUEEN IN RIGHT OF CANADA**

LAND GOVERNANCE AGREEMENT

Dated for Reference this 1st day of September, 2020

THIS AGREEMENT BETWEEN:

DUMONT MÉTIS NATION, as represented by its Council (hereinafter called "Dumont Métis Nation") and

AND:

Her Majesty the Queen in Right of Canada, as represented by the Minister of Crown-Indigenous Relations (hereinafter called "Canada")

(Hereinafter, collectively referred to as the "Parties")

WHEREAS:

- A. The Dumont Métis Nation have traditional decision-making institutions and practices, and wish to maintain those institutions and practices, integrated with a contemporary form of government;
- B. The Parties have negotiated the Land Governance Agreement, securing the rights and benefits therein;
- C. The Dumont Métis Nation continues to have aboriginal rights, titles and interests;
- D. The Parties wish to support and promote the contemporary and evolving self-government institutions and practices of the Dumont Métis Nation;
- E. The Parties recognize and wish to protect a way of life that is based on an economic and spiritual relationship between Dumont Métis Nation and the land;
- F. The Dumont Métis Nation believe that the Lands and Resources were given by the Creator for the use and benefit of the Dumont Métis Nation

and its Members in perpetuity. The Dumont Métis Nation, by virtue of its cultural and spiritual relationship to the Land, and Inherent Rights, wishes to preserve the Land for future generations;

- G. The authority of the Dumont Métis Nation to govern its Lands and Resources was given by the Creator to the Members of Dumont Métis Nation according to the culture, traditions, customs and laws of the Dumont Métis Nation;
- H. The Parties wish to protect the cultural, political and economic distinctiveness and social well-being of Dumont Métis Nation;
- I. The Parties wish to achieve certainty with respect to the relationship between the Dumont Métis Nation and Canada; and
- J. The Parties wish to achieve certainty with respect to effective management, administration and jurisdiction over lands and other resources within the Traditional Territory of the Dumont Métis Nation of Saskatchewan.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT THE DUMONT MÉTIS NATION AND CANADA AGREE AS FOLLOWS:

1. DEFINITIONS

1.1. In this Agreement:

- 1.1.1. “Federal Law”** means, a law enacted by Canada and does not include a Dumont Métis Nation Law;
- 1.1.2. “Interest”** in relation to Dumont Métis Nation Land, means any estate, right, or interest of any nature in or to the land but does not include title to the land;
- 1.1.3. “Member”** means a person whose is a member of the Dumont Métis Nation as determined by the Dumont Métis Nation;
- 1.1.4. “Dumont Métis Nation Law”** means a law passed pursuant to Clause 5;
- 1.1.5. “Dumont Métis Nation Land”** means any portion of the land More particularly described in Schedule 1 of this Agreement and includes

1.1.5.1. all the rights and resources that belong to the land and includes the water, beds underlying water, riparian rights, and renewable and non-renewable natural resources belonging to the land, to the extent that these are under the jurisdiction of Dumont Métis Nation; and

1.1.5.2. any land acquired by Dumont Métis Nation after this Agreement takes effect, whether by land claim, purchase or other process.

1.1.6. "Self-Government Legislation" means the Legislation which brings this Agreement into effect;

2. PARAMOUNTCY

2.1. If there is an inconsistency between this Agreement and any other enactment of Dumont Métis Nation, this Agreement prevails to the extent of the inconsistency.

3. NON-ABROGATION

3.1. This Agreement does not abrogate or derogate from any Aboriginal, Treaty or other rights or freedoms that pertain to the Dumont Métis Nation or its Members.

4. Legal Status of the Dumont Métis Nation

4.1. The Dumont Métis Nation is a legal entity and has the capacity, rights, powers and privileges of a natural person and, without restricting the generality of the foregoing, may:

4.1.1. enter into contracts or agreements;

4.1.2. acquire and hold property or any interest therein, and sell or otherwise dispose of property or any interest therein;

4.1.3. raise, invest, expend and borrow money;

4.1.4. sue or be sued;

4.1.5. form corporations or other legal entities; and

4.1.6. do such other things as may be conducive to the exercise of its rights, powers and privileges.

4.2. The act of acquiring or the holding of any rights, liabilities or obligations by

the Dumont Métis Nation shall not be construed to affect any aboriginal right, title or interest of the Dumont Métis Nation, its Members or their heirs, descendants or successors.

5. Law-Making Powers

5.1. The Dumont Métis Nation has the power to enact laws in relation to the administration of Dumont Métis Nation affairs and operation and internal management of the Dumont Métis Nation;

5.2. The Dumont Métis Nation shall have the power to enact laws respecting:

5.2.1. interests or rights in and licences in relation to Dumont Métis Nation Land;

5.2.2. the development, conservation, protection, management, use and possession of Dumont Métis Nation Land,

5.2.3. the expropriation Dumont Métis Nation Land by the Dumont Métis Nation for Dumont Métis Nation purposes;

5.2.4. limits on the liability of, defences and immunities for, any person or body in respect of an omission occurring in the exercise of a power or the performance of a duty or function under a Dumont Métis Nation Law;

5.2.5. to provide for the health of Members the spreading of on Dumont Métis Nation Lands and to prevent of contagious and infectious diseases;

5.2.6. the removal and punishment of persons trespassing on Dumont Métis Nation Lands or frequenting the Dumont Métis Nation Lands for a prohibited purpose;

5.2.7. the prevention of overcrowding of residences or other buildings or structures on Dumont Métis Nation Lands;

5.2.8. curfews, prevention of disorderly conduct and control or prohibition of nuisances;

5.2.9. control or prohibition of the transport, sale, exchange, manufacture, supply, possession or consumption of intoxicants; and

5.2.10. any matter ancillary to the exercise of the power to enact laws under paragraphs 5.2.1 to 5.2.9;

5.3. Without restricting the generality of Clause 5.2, Dumont Métis Nation Laws

may include laws respecting

- 5.3.1. the regulation, control or prohibition of land use and development including zoning and subdivision control;
- 5.3.2. the creation, acquisition and granting of interests or rights in and licences in relation to Dumont Métis Nation Land and prohibitions in relation thereto;
- 5.3.3. environmental assessment and environmental protection;
- 5.3.4. the provision of local services in relation to Dumont Métis Nation Land and the imposition of equitable user charges for those services; and
- 5.3.5. the provision of services for the resolution of disputes in relation to Dumont Métis Nation Land.

6. Offences and punishment

- 6.1.** The Dumont Métis Nation Law may create offences punishable on summary conviction and provide for the imposition of fines, imprisonment, restitution, community service and any other means for achieving compliance.
- 6.2.** The Dumont Métis Nation Law may adopt or incorporate by reference the summary conviction procedures of Part XXVII of the Criminal Code, as amended from time to time.
- 6.3.** The Dumont Métis Nation may, in relation to prosecutions of contraventions of Dumont Métis Nation Laws,
 - 6.3.1.** retain its own prosecutors;
 - 6.3.2.** enter into an agreement with a provincial government for the use of provincial prosecutors; or
 - 6.3.3.** enter into an agreement with Canada for the use of agents engaged by Canada.
- 6.4.** In any proceedings, a copy of a Dumont Métis Nation Law appearing to be certified as a true copy by an officer of the Dumont Métis Nation Law — or, in the case of a Dumont Métis Nation Law that applies to Dumont Métis Nation Land by an officer of any of the Dumont Métis Nation Law — is, without proof of the officer's signature or official character, evidence of its enactment on the date specified in the law.
- 6.5.** The Dumont Métis Nation may appoint justices of the peace to ensure the

enforcement of Métis Nation laws including the adjudication of offences for contraventions of Métis Nation laws.

6.6. A justice of the peace appointed by the Dumont Métis Nation shall have tenure and remuneration, and be subject to conditions of removal, that reflect the independence of the office of justice of the peace in the province in which the Dumont Métis Nation Land is situated.

6.7. Justices of the peace have all the powers necessary for the performance of their duties and functions.

6.8. An appeal lies from a decision of a justice of the peace in the manner in which an appeal lies in summary conviction proceedings under Part XXVII of the Criminal Code and the provisions of that Part relating to appeals apply to appeals under this Clause.

6.9. If the Dumont Métis Nation appoints no justices of the peace, its Dumont Métis Nation Law shall be enforced through a court of competent jurisdiction of the province in which its Dumont Métis Nation Land is situated.

7. APPLICATION OF LAWS OF GENERAL APPLICATION

7.1. All laws of general application from time to time in force in any province are applicable to and in respect of Dumont Métis Members in the province, except to the extent that those laws are inconsistent with this Agreement or with any Dumont Métis Nation Land Law made pursuant to this Agreement.

8. AMENDMENTS

8.1. This Agreement may only be amended or replaced by written agreement between the Parties.

9. NOTICE

9.1. Any notice or other written communication required or permitted to be given under this Agreement will be given by registered mail as follows:

to Canada:

to Dumont Métis Nation:

or at such other address as may be provided in writing by the either Party.

9.2. Any notice set out in Clause 8.1 will be presumed to have been received by the Party on the earlier of the day it was received or the fifth day after it was

mailed.

- 9.3. During an actual or anticipated postal disruption or stoppage, the mail will not be used by either Party, and if used, such notice will be of no effect. In the event of a postal disruption or stoppage, the Parties may send notice or other written communication required or permitted to be given under this Agreement by facsimile or email and in so doing, the Party sending the facsimile or email will bear the onus of ensuring its receipt by the other Party.

10. SELF-GOVERNMENT LEGISLATION

- 10.1. Canada shall consult with the Dumont Métis Nation before recommending to the Governor in Council or the order-in-council required pursuant to the Self-Government Legislation to bring this Agreement into effect.
- 10.2. Canada shall consult with the Dumont Métis Nation during the drafting of any amendment to Self-Government Legislation which affects the Dumont Métis Nation.

11. Statutory Instruments Act

- 11.1. The *Statutory Instruments Act* R.S.C., 1985, c. S-22 does not apply in respect of laws enacted by the Dumont Métis Nation.

12. GENERAL PROVISIONS

- 12.1. This Agreement is for the benefit of and is binding upon Canada and any of its ministers, officials, servants, employees, agents, successors and assigns, and upon the Dumont Métis Nation and their respective Members, and any of their respective heirs, descendants, legal representatives, successors and assigns.
- 12.2. The insertion of headings and recitals, and the provision of a table of contents, are solely for convenience and in no way modify or explain the scope or meaning of any part of this Agreement.
- 12.3. Words in the singular include the plural and words in the plural include the singular.
- 12.4. There shall be no presumption that any ambiguity in any of the terms of this Settlement Agreement should be interpreted in favour of any Party.

12.5. This Agreement shall be governed by the applicable laws of Saskatchewan and Canada.

12.6. This Agreement sets out the entire agreement between the Parties. There is no representation, warranty, collateral agreement, undertaking or condition affecting this Settlement Agreement, except as expressly set out herein. This Agreement supersedes and revokes all previous agreements entered into during the course of the negotiations, whether oral or in writing between the Parties.

12.7. All references in this Agreement to statutes and regulations of Canada shall include, unless a contrary intention is expressed, any such statute or regulation as the same may be amended, re-enacted or replaced from time to time.

12.8. The Parties shall in good faith do such things, execute such further documents, and take such further measures as may be necessary to carry out and implement the terms, conditions, intent, and meaning of this Agreement.

13. DISPUTE RESOLUTION

13.1. Subject to Clause 11.6, any dispute arising out of or pursuant to this Lease shall be settled in the following sequence although any step may be by-passed by mutual consent of the Parties:

- 13.1.1. negotiations;
- 13.1.2. non-binding mediation; and
- 13.1.3. binding arbitration.

13.2. Either party may, upon the provision of fifteen (15) days written notice to the other party, take the dispute to the next step if Canada and the Dumont Métis Nation fail to agree on the appointment or procedure referred to in this Clause.

13.3. When mediation is selected by Canada and the Dumont Métis Nation, they shall jointly appoint one impartial mediator to undertake the process according to mutually agreed upon procedures.

13.4. If Canada and the Dumont Métis Nation decide to submit a dispute to arbitration, the following procedures shall apply:

- 13.4.1. all arbitrations shall be conducted pursuant to the *Commercial Arbitration Act*, R.S.C. 1985, c.17 (2nd Supp.) and any regulations made

under it;

13.4.2. within thirty (30) days of agreeing to refer the matter to arbitration, Canada and the Dumont Métis Nation shall attempt to jointly appoint one impartial arbitrator to hear and determine the matter;

13.4.3. if Canada and the Dumont Métis Nation cannot agree upon an arbitrator in accordance with Clause 11.3, then each party, at its own cost and within fifteen (15) days after the thirty (30) days contemplated in paragraph 11.4.2, shall appoint one impartial arbitrator and shall advise one another in writing of the name, address and qualifications of their respective appointed arbitrator. No arbitrator shall be appointed unless he or she has consented, in writing, to act in such capacity;

13.4.4. the two arbitrators appointed pursuant to paragraph 11.4.3, within thirty (30) days of the date of the second arbitrator's appointment, shall jointly appoint a third arbitrator who shall act as chairperson, with the three arbitrators forming an arbitral tribunal. In the event that the third arbitrator is not appointed within the thirty (30) days, then either party, at any time thereafter, may apply, upon notice to the other, to a judge of the Federal Court for an order appointing a third arbitrator; and

13.4.5. all questions and issues relating to the conduct of and in relation to the arbitration shall be settled by the arbitral tribunal. The decision of the arbitral tribunal shall be final and binding upon the parties. All proceedings shall be conducted in the English language and held within the Province of Saskatchewan.

13.5. When one of the preceding steps is selected to resolve a dispute, Canada and the Dumont Métis Nation shall jointly enter into a contract with the required mediator, arbitrator or arbitrators, as the case may be to pay the costs for the desired services and to bear their own costs of participating in the process involved.

13.6. Where the dispute has been referred to arbitration pursuant to Clause 11.4, either party may elect prior to a decision on the dispute being given by the arbitrator(s) to have the dispute referred to the Federal Court after giving the other party thirty (30) days prior written notice of their intention to do so. The decision of the Federal Court shall be considered final and binding upon the parties.

13.7. If proper notice of intention to refer the dispute to the Federal Court is received by either party, any arbitration proceedings shall be immediately terminated and any cost incurred to date of termination shall be borne in

accordance with Clause 11.5.

13.8. Pursuant to Clause 11.6, if the Federal Court refuses jurisdiction or otherwise fails to determine the dispute, then the dispute may be referred by either party to any other court of competent jurisdiction and the parties may exercise any other right or remedy they may have under this Lease or otherwise.

13.9. Once a dispute has been referred to dispute resolution under this Clause, all enforcement proceedings taken in relation to it shall be suspended pending the outcome of the dispute except those enforcement proceedings necessary to prevent ongoing or cumulative damage.

IN WITNESS WHEREOF this Agreement has been executed on behalf of Canada and the Dumont Métis Nation by their duly authorized officers.

SIGNED BY:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Indigenous Services

Per: _____
For and on behalf of the Minister

Dumont Métis Nation

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____