

**BETWEEN:**

**Beardy's and Okemasis Cree Nation**

P.O. Box 340

Duck Lake, Saskatchewan, S0K 1J0

*(hereinafter called the "First Nation")*

**AND:**

**Twin Rivers District Planning Commission**

P.O. Box 250

Duck Lake, Saskatchewan, S0K 1J0

*(hereinafter called the "District")*

**Collectively referred to as "the Parties".**

**WHEREAS:**

- a. This Friendship Agreement is designed to foster a positive working relationship between the Parties based on common local interests;
- b. Good communication is essential for maintaining a working relationship and reaching mutual agreement on any subject;
- c. The Parties recognize that working together pursuant to a cooperative government-to-government relationship will facilitate the sharing of information, improve communications, and establish a solid foundation for future planning.
- d. There is value to both Parties to work together on a number of practical items in each community.

**1.0 GOVERNING PRINCIPLES OF COMMUNICATION**

- 1.1 The Friendship Agreement confirms that the First Nation and the District shall work together with mutual respect and recognition;
- 1.2 The Parties agree to open and frank communications with each other on areas of mutual interest;
- 1.3 There is a commitment by the First Nation and the District to meet at the Council to Council level ten (10) times per year, or more frequently as need arises, to discuss issues of common concern and interest.

- 1.4 At a minimum, the following initiatives and/or issues have been identified and agreed upon by the Parties for further discussion. Where appropriate, separate project agreements may be entered into by the Parties bi-laterally or with other appropriate project partners:
- a. solid waste management
  - b. recreational opportunities/infrastructure
  - c. economic development opportunities
  - d. infrastructure

## **2.0 JURISDICTION**

- 2.1 The Parties endeavour to understand and respect each Party's present and future jurisdiction and each other's unique points of view.

## **3.0 TERM AND TERMINATION**

- 3.1 This Friendship Agreement will remain in effect until replaced by the Parties with a successor agreement or is terminated by one of the Parties pursuant to section 3.2;
- 3.2 This Friendship Agreement may be terminated by either Party on 3 months prior written notice to the other Party.

## **4.0 MUTUAL CONFIDENTIALITY**

- 4.1 Each Party will take all prudent measures to ensure that any information, including traditional knowledge, documents, reports or other material (hereinafter called 'information') provided by it to the other Party pursuant to or in connection with this Friendship Agreement is treated as confidential and is not disclosed to any person except:
- a. as may be required by law;
  - b. as otherwise consented to in advance by the other Party.
- 4.2 Without limiting the generality of Section 4.1, each party agrees that to ensure the foregoing confidentiality obligation is met, it will, from time to time, either in writing or verbally, expressly identify information as confidential or non-confidential to assist the other Party in fulfilling its confidentiality obligation.

## **5.0 REPRESENTATIVES**

- 5.1 The Parties acknowledge and agree that they shall each, within 30 days of the signing of the Protocol, appoint a principle representative who shall initially be the Chief from the First Nation and the Mayor or Reeve from each municipality in the District as well as an alternative representative to act on behalf of the principle representative in the event the principle representative is unavailable.

## **6.0 COMMUNICATION FUNCTIONS**

- 6.1 The Parties will dedicate the resources necessary to engage effectively in the process and will work together to ensure that the parties have a full understanding of each other's capacities, traditional roles, responsibilities, and current projects.
- 6.2 The Parties will make best efforts to ensure staff resources are available to implement this Friendship Agreement.

## **7.0 PUBLICITY**

- 7.1 The Parties acknowledge and agree that all communication regarding this Friendship Agreement and the matters set out herein will be jointly agreed upon prior to any public releases, subject to each Party's respective legal rights.

## **8.0 AMENDMENTS**

- 8.1 This Friendship Agreement may be amended from time to time by written agreement by both the Municipality and the First Nation.

## **9.0 NOTICE**

- 9.1 The address for delivery of any notice or other written communication required or permitted to be given in accordance with this Agreement, including any notice advising the other Party of any change of address, shall be as follows:

**(a) to District:**

Twin Rivers Planning District Commission  
Karen Baynton, Administrator  
P.O. Box 250  
Duck Lake, Saskatchewan, S0K 1J0

**(b) to First Nation:**

Beardy's and Okemasis Cree Nation  
Roy Petit, Chief  
P.O. Box 340  
Duck Lake, Saskatchewan, S0K 1J0

9.2 Any notice mailed shall be deemed to have been received on the fifth (5<sup>th</sup>) business day following the date of mailing. By notice faxed or e-mailed will be deemed to have been received on the first (1<sup>st</sup>) business day following the date of transmission. For the purposes of Section 9.2, the term "business day" shall mean Monday to Friday, inclusive of each week, excluding days that are statutory holidays in the Province of [*name of province*].

9.3 The Parties may change their address for delivery of any notice or other written communication in accordance with section 9.1.

**10.0 GENERAL TERMS**

10.1 This Friendship Agreement does not affect any aboriginal right, title or interest of the First Nation.

10.2 This Friendship Agreement does not prejudice or affect each of the Parties' respective rights, powers, duties or obligations in the exercise of their respective functions.

10.3 This Friendship Agreement is in addition to any other agreements that already exist between the Parties and is not intended to replace any such agreement. It is intended to indicate the Parties' intention to work co-operatively together to resolve issues of mutual concern.

10.4 The Parties will attempt in good faith to resolve any dispute or claim arising out of their relationship through negotiations between selected representatives from each community. The parties agree to meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation. All information exchanged during this meeting or any subsequent dispute resolution process, shall be regarded as "without prejudice" communications for the purpose of settlement negotiations and shall be treated as confidential by the parties and their representatives.

10.5 The Parties agree that this Friendship Agreement is not intended to be a legally binding agreement, except for the obligations in Section 4.1 above.

IN WITNESS HEREOF the Parties have signed the Friendship Agreement effective as of the date first written above.

**By: Beardy's and Okemasis Cree Nation**

\_\_\_\_\_

Print Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

**By: Town of Rosthern**

\_\_\_\_\_

Mayor

( S E A L )

\_\_\_\_\_

Chief Administrative Officer

**By: Town of Duck Lake**

\_\_\_\_\_

Mayor

( S E A L )

\_\_\_\_\_

Administrator

**By: Town of Hague**

\_\_\_\_\_  
Mayor

( S E A L )

\_\_\_\_\_  
Chief Administrative Officer

**By: Town of Waldheim**

\_\_\_\_\_  
Mayor

( S E A L )

\_\_\_\_\_  
Administrator

**By: Town of Hepburn**

\_\_\_\_\_  
Mayor

( S E A L )

\_\_\_\_\_  
Administrator

**By: Village of Laird**

\_\_\_\_\_  
Mayor

( S E A L )

\_\_\_\_\_  
Acting Administrator

**By: RM of Rosthern No. 403**

\_\_\_\_\_  
Reeve

(SEAL)

\_\_\_\_\_  
Acting Administrator

**By: RM of Duck Lake No. 463**

\_\_\_\_\_  
Reeve

(SEAL)

\_\_\_\_\_  
Administrator