

# Deh Cho First Nations Interim Measures Agreement

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Trout River Falls. Picture courtesy of the Deh Cho First Nations

# THE DEH CHO FIRST NATIONS INTERIM MEASURES AGREEMENT

among

THE DEH CHO FIRST NATIONS  
as represented by  
the Deh Cho First Nations Grand Chief  
("Deh Cho First Nations")

and

THE GOVERNMENT 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 Responsible for Aboriginal Affairs  
("the GNWT")

WHEREAS Canada, the GNWT and the Deh Cho First Nations have agreed to negotiate agreements on land, resources and governance; and

WHEREAS Canada, the GNWT and the Deh Cho First Nations have recognized that appropriate interim measures are necessary in the Deh Cho territory in order to advance negotiations.

Now therefore the parties agree as follows:

**Definitions**

1. In this Agreement,

"Agreement" means this Agreement and "the date of this Agreement" means the date on which it is signed.

"Block land transfer" means an Order in Council transferring to a territorial government the administration of surface rights of a block of land for community development.

"consultation" means

(a) providing, to the party to be consulted:

- (i) notice of the matter in sufficient form and detail to allow the party to prepare its views on the matter;
- (ii) a reasonable period for the party to prepare those views; and
- (iii) an opportunity to present those views to the party having the power or duty to consult; and

(b) considering, fully and impartially, the views so presented.

"Deh Cho First Nation" means, for the purposes of this agreement only, Liidli Koe First Nation (Fort Simpson), Deh Gah Got'ie First Nation (Fort Providence), Acho Dene Koe First Nation (Fort Liard), Hatlodehechee First Nation (Hay River Reserve), Pehdzeh Ki First Nation (Wrigley), West Point First Nation (Hay River), Tthek'edeli First Nation (Jean Marie River), Sambaa K'e First Nation (Trout Lake), Naᓄahdee First Nation (Nahanni Butte), K'agee Tu First Nation (Kakisa), Fort Simpson Metis Local 52, Fort Providence Metis Local 57, or Fort Liard Metis Local 67.

"Deh Cho First Nations" consists of, for the purposes of this agreement only, the Liidli Koe First Nation (Fort Simpson), Deh Gah Got'ie First Nation (Fort Providence), Acho Dene Koe First Nation (Fort Liard), Hatlodehechee First Nation (Hay River Reserve), Pehdzeh Ki First Nation (Wrigley), West Point First Nation (Hay River), TtheK'edeli First Nation (Jean Marie River), Sambaa K'e First Nation (Trout Lake), Naᓄahdee First Nation (Nahanni Butte), K'agee Tu First Nation (Kakisa), Fort Simpson Metis Local 52, Fort Providence Metis Local 57 and Fort Liard Metis Local 67.

"Deh Cho Final Agreement" means the land, resources and governance provisions, referred to in the Deh Cho First Nations Framework Agreement and accepted by the parties, which may be given effect through a variety of mechanisms including the final agreement, legislation, contracts and memoranda of understanding.

"Deh Cho Land and Water Panel" means the land and water panel established under 25.

"Deh Cho territory" means, for the purposes of this Agreement only, the area shown in Appendix I of this Agreement.

"Forest Management Agreement" means a forest management Agreement under Section 9 of the *Forest Management Act* of the Northwest Territories.

"forest management authorizations" means all permits and licences that are established under section 2 of the *Forest Management Regulations* of the Northwest Territories.

"geophysical operation" means the measurement or investigation, by indirect methods, of the subsurface of the earth for the purpose of locating oil or gas or of determining the nature of the seabed and subsurface conditions at a proposed drilling site or of a proposed pipeline route, and includes a seismic survey, resistivity survey, gravimetric survey, magnetic survey, electrical survey and geochemical survey and any work preparatory to that measurement or investigation, such as field tests of energy sources, calibration of instruments and cable ballasting, but does not include a velocity survey or a vertical seismic survey that is not a walkaway vertical seismic survey.

"Lands Advisory Committee" means the committee which reviews, provides advice and makes recommendations to the Regional Manager, Land Administration, Department of Indian Affairs and Northern Development (DIAND), on applications for land tenure on land which is under the administration and control of DIAND."

"Local Government" means any local government established under the *Cities, Towns, and Villages Act*, *Hamlets Act*, *Charter Communities Act*, or *Settlements Act*, of the Northwest Territories, including a city, town, village, hamlet, charter community, or settlement, whether incorporated or not, and the GNWT acting in place of a local government.

“Major mining project” means a project, in the Deh Cho territory, related to the development or production of minerals, other than specified substances and oil and gas, that will employ an average of 50 persons annually for the first five years in the Deh Cho territory and for which more than \$50 million (1998\$) will be expended in capital costs.

“National Park” or “national park reserve” means lands described in the schedules to the *Canada National Parks Act*, that lie within the Deh Cho territory.

“new lodge” means a lodge under section 1 of the *Tourism Establishment Regulations* of the Northwest Territories which does not exist as of the date of this Agreement.

“new outfitter” means a licensee who is issued an outfitter licence under the *Travel and Tourism Act* or the *Wildlife Act*, of the Northwest Territories after the effective date of this Agreement, but does not include:

- (a) the renewal of a licence that was in place before the effective date of this Agreement;
- (b) the issuance of a licence pursuant to the purchase, transfer or gift of a licensed operation that was in place before the effective date of this Agreement; or
- (c) any license issued in Unit R, defined in the *Wildlife Management Units Regulations* of the Northwest Territories whether or not the license was issued before or after the effective date of this Agreement.

“new outpost camp” means an outpost camp under section 1 of the *Tourist Establishment Regulations* of the Northwest Territories which does not exist as of the date of this Agreement.

“Non-exclusive survey” means a geophysical operation that is conducted to acquire data for the purpose of sale, in whole or in part, to the public.

“Parties” means the Deh Cho First Nations, Canada and the GNWT.

### **Land Use Planning**

2. The Parties will develop a land use plan (the Plan) for the Deh Cho territory for lands outside the existing boundaries of a local government and Nahanni National Park Reserve.
3. The purpose of the Plan is to promote the social, cultural and economic well being of residents and communities in the Deh Cho territory, having regard to the interests of all Canadians.
4. Taking into consideration the principles of respect for the land, as understood and explained by the Deh Cho Elders, and sustainable development, the Plan shall provide for the conservation, development and utilization of the land, waters and other resources in the Deh Cho territory.

5. A Land Use Planning Committee will be established pursuant to the Guidelines attached as Appendix 2.
6. The Land Use Planning Committee will consult with the Deh Cho Land and Water Panel, established under 25, during the development of the Plan.
7. Based on the Guidelines attached at Appendix 2, the Parties will develop terms of reference to guide the Planning Committee in the development of the Plan. The terms of reference will address, amongst other matters:
  - (a) identification of stake holders;
  - (b) work plans - roles and responsibilities of parties;
  - (c) time-lines\budget;
  - (d) preparation of draft plan(s) and final plan;
  - (e) approval and implementation; and
  - (f) identification of potential lands for surface/subsurface withdrawals and subsurface only withdrawals.
8. The Deh Cho Final Agreement will take into consideration the work of the Land Use Planning Committee.
9. When the Plan has been completed it will be forwarded to the Deh Cho First Nations for approval.
10. Following approval by the Deh Cho First Nations, the plan will be forwarded to the GNWT Minister of Resources, Wildlife and Economic Development for approval and the Minister of Indian and Northern Affairs Canada (DIAND) for consideration.
11. Following consideration of the plan and after consultation with the Mackenzie Valley Land and Water Board, the Minister of DIAND may, under section 109 of the *Mackenzie Valley Resource Management Act*, provide written policy directions, in relation to the Plan, binding on the Board with respect to the exercise of its functions.

### **Land Withdrawal**

12. Upon signing this Agreement, Canada and the Deh Cho First Nations will negotiate for the purpose of identifying lands to be withdrawn from disposal and mineral staking under the *Territorial Lands Act* and may use the following criteria for this purpose:
  - (a) lands harvested for food and medicinal purposes;
  - (b) culturally and spiritually significant areas;
  - (c) lands which are ecologically sensitive; and
  - (d) watershed protection.

13. Canada will withdraw from disposal, by Order in Council, under the *Territorial Lands Act*, the lands identified in accordance with the process set out in 12.
14. With the agreement of Canada and the Deh Cho First Nations, additional lands may be withdrawn from disposal, and/or modifications made to the land withdrawals under 12, at another time, including following completion of the land use plan.
15. Lands identified under 12 to 14 may be subject to surface\sub-surface withdrawals while others may be subject to sub-surface withdrawals only.
16. The identification of lands for withdrawal shall take into account land use information compiled by the Deh Cho First Nations and the Planning Committee.
17. The identification of lands for withdrawal shall take into account potential overlap discussions between the Deh Cho First Nations and other Aboriginal people in the Northwest Territories.
18. Canada and the Deh Cho First Nations shall identify the land to be withdrawn on National Topographic Series map sheets. When the identification of the land has been agreed upon, Canada and the Deh Cho First Nations shall sign the maps to confirm that the land described is the land to be withdrawn.
19. Land withdrawn from disposal under this Agreement shall be subject to the continuing exercise of existing rights, titles, interests, entitlements, licences, permits, authorizations, reservations, reservations by notation, benefits and privileges.
20. (a) New permits may be issued on the withdrawn land under the *Territorial Quarrying Regulations* only:
  - (i) for sources of material which had been opened prior to the dates of the withdrawal orders;
  - (ii) for new sources of material required for essential community construction purposes;
  - (iii) with the consent of the Deh Cho First Nations; or
  - (iv) in cases where, in the opinion of the Minister of DIAND, no alternative source of supply is reasonably available in the surrounding area and after consultation with the Deh Cho First Nations.
- (b) No new leases may be issued on the withdrawn land under the *Territorial Quarrying Regulations*.
21. Any new permits or leases issued under 20 shall not thereafter be considered new permits or new leases for the purpose of 20.

22. The withdrawal of land under this Agreement shall not be interpreted as meaning that such land is identified for any specific purpose other than the purpose set out in the Order in Council by which the lands are withdrawn.
23. The provisions of this Agreement shall not affect access to or across withdrawn land.
24. Canada will not revoke the Order in Council for the purpose of amending the schedules thereto or for any other purpose without prior consultation with the Deh Cho First Nations.

### **Land and Water Regulation**

25. A land and water panel of the Mackenzie Valley Land and Water Board will be established to make decisions concerning applications for the use of land and waters in the Deh Cho territory.
26. The Deh Cho First Nations are invited to nominate a member for appointment to the Mackenzie Valley Land and Water Board. This person will be a member of the Deh Cho Land and Water Panel described in 25. The other members of the Deh Cho Land and Water Panel will be selected by the Chairperson of the Mackenzie Valley Land and Water Board from amongst the members of the Board, following consideration of the views heard and presented by the Deh Cho First Nations regarding the operation and membership of the Deh Cho Land and Water Panel.
27.
  - (a) No new land use permits will be issued under the *Mackenzie Valley Resource Management Act* within the Deh Cho territory except after written notice to the Deh Cho First Nations of an application made to the Mackenzie Valley Land and Water Board for a permit and after a reasonable period of time for the Deh Cho First Nations to make representations to the Board with respect to the application.
  - (b) No new water licences will be issued under the *Mackenzie Valley Resource Management Act* within the Deh Cho territory except after written notice to the Deh Cho First Nations of an application made to the Mackenzie Valley Land and Water Board for a licence and after a reasonable period of time for the Deh Cho First Nations to make representation to the Board with respect to the application.

### **Sales and Leases of Surface Lands**

28. Canada shall not sell Crown land in the Deh Cho territory without prior consultation with the affected Deh Cho First Nation(s).
29. Canada shall not lease or license with licenses of occupation land in the Deh Cho territory without prior consultation with the affected Deh Cho First Nation(s).



30. The Deh Cho First Nations are invited to participate in the Lands Advisory Committee on applications within the Deh Cho territory for the sale, lease or licensing of land outside the boundaries of local governments or block land transfer areas.

### **Commissioner's Lands**

31. Sales and issuances of new leases for undeveloped Commissioner's land in the Deh Cho territory will be done in accordance with this Agreement and legislation.
32. The GNWT will not sell or issue new leases on undeveloped Commissioner's land in the Deh Cho territory, except within the Town of Hay River, without the support of the affected Deh Cho First Nation(s).
33. 32 does not apply to the renewal or assignment of existing leases of Commissioner's land.
34. Where the GNWT is considering either selling undeveloped Commissioner's land or issuing new leases on undeveloped Commissioner's land in the Deh Cho territory, the GNWT will give written notice to the affected Deh Cho First Nation(s) setting out the application for either a sale or lease as the case may be.
35. The affected Deh Cho First Nation(s), within thirty days of notice in 34, will provide written confirmation of their support or reasons for non support to the GNWT.

### **Town of Hay River**

36. (a) The GNWT will not sell or issue new leases on undeveloped Commissioner's land without the support of the affected Deh Cho First Nation(s) except in areas identified in the current Hay River General Plan, or a subsequent General Plan, as approved under the *Planning Act* of the Northwest Territories, as being required for expansion during a ten year period following the effective date of the General Plan.
- (b) In areas identified in the Hay River General Plan for expansion for the ten years following the effective date of the General Plan, the GNWT will not sell or issue new leases on undeveloped Commissioner's land without prior consultations with the affected Deh Cho First Nation(s).
37. Further to 36(a), the Town of Hay River will work co-operatively with the Deh Cho First Nations on the development of the subsequent General Plan(s) to identify areas required for town expansion.
38. The parties will explore options and identify processes for addressing overlap issues in the Town of Hay River.

### **Mineral Development (Excluding Oil and Gas)**

39. Canada will not issue any new prospecting permits under the *Canada Mining Regulations* (in the Deh Cho territory without the support of the affected Deh Cho First Nation(s). The affected Deh Cho First Nation(s) will provide written confirmation of their support, or reasons for non support, to the Mining Recorder's Office by January 22 of any given year in order for the permits to be issued by January 31 under the *Canada Mining Regulations*.
40. The Deh Cho First Nations will be notified on a monthly basis of all mineral claims recorded in the Deh Cho territory, under the *Canada Mining Regulations*, and be provided with updated GIS digital files.

### **Oil and Gas Activity**

41. Canada will not initiate any new issuance cycle for oil and gas exploration licenses under the *Canada Petroleum Resources Act* in the Deh Cho territory without the support of the affected Deh Cho First Nation(s). The affected Deh Cho First Nation(s) shall review any proposal for a new issuance cycle and provide written confirmation of their support, or reasons for non support, to Canada in a timely manner. Where the affected Deh Cho First Nation(s) supports rights issuances, consultations on the terms and conditions for such issuances will be carried out.

### **Oil and Gas Benefit Plans**

42. The Minister of IAND shall require a benefits plan for any work, activity or development that requires the authorization or approval of the National Energy Board under the *Canada Oil and Gas Operations Act* in the Deh Cho territory.
  - a) the benefits plan submitted by the operator for the approval of the Minister of IAND shall be commensurate with the nature, scope, magnitude and duration of the proposed work, activity or development. The benefits plan may contain provisions for consultation, maximization of opportunities for employment, training, the supply of goods and services, and compensation for damages relating to resource harvesting.
  - b) For minor, short duration geological and geophysical activities, the operator's written commitment to work to the Benefits Statement of Principles that appears in Calls for Bids for exploration rights shall be sufficient.

### **Geophysical Operations**

43. During negotiations under 12, Canada and the Deh Cho First Nations shall identify any surface/sub-surface withdrawn lands where the issuance of land use permits for geo-physical operations, such as seismic programs, conducted as non-exclusive surveys related to oil and gas exploration, may be restricted.

### **Interim Resource Development Agreement**

44. Upon the signing of this Agreement, Canada and the Deh Cho First Nations will enter into negotiations for the purpose of concluding an agreement regarding resource development. The objective of the agreement will be to foster resource development in the Deh Cho territory and to accrue benefits from Canada to the Deh Cho First Nations in the interim of a Deh Cho Final Agreement. Subjects for negotiations may include federal resource royalties, the geographic scope of the agreement and its relation to the Deh Cho Final Agreement.

### **Mineral Impact and Benefit Agreements**

45. The parties agree to include a provision in the Deh Cho Final Agreement consistent with the following statement:

Canada shall ensure that the proponent of a major mining project that requires any authorization from Canada and that will impact on members of the Deh Cho First Nations is required to enter into negotiations with the Deh Cho First Nations for the purpose of concluding an agreement relating to the project.

46. Canada will consult with the Deh Cho First Nations on any new policy respecting mineral impact and benefit agreements. The provisions of this Agreement relating to mineral impact and benefit agreements may be amended upon completion of any new policy respecting mineral impact and benefit agreements.

### **Forest Management**

47. New forest management authorizations in the Deh Cho territory will be issued in accordance with this Agreement and legislation.
48. No new forest management authorizations will be issued on land where the surface has been withdrawn under 12 to 14. The GNWT shall exclude any annual allowable cut volumes from any areas that have been withdrawn that do not have any existing timber cutting operations.
49. As requested by the GNWT or a Deh Cho First Nation, the GNWT and the Deh Cho First Nation(s) will make best efforts to identify general areas where forest management authorizations may be issued, and the terms and conditions that will be applied to them, with the exception of scaling licences.
50. No new forest management authorizations will be issued in the Deh Cho territory without the support of the affected Deh Cho First Nation(s). The affected Deh Cho First Nation(s) will provide written confirmation of their support, or reasons for non support, to the GNWT, in the time specified by the Forest Management Supervisor.

51. Despite 50, the following forest management authorizations may be issued without the support of the affected Deh Cho First Nation(s):
  - a) subsequent timber cutting licences on the condition that there will be no significant changes of such subsequent timber cutting licences;
  - b) free timber cutting permits;
  - c) forest management authorizations issued in relation to the incidental use of timber;
  - d) where an advisor appointed to hear an appeal recommends that a forest management authorization be issued;
  - e) research licences; and,
  - f) scaling licences.
52. The Deh Cho First Nations and the GNWT will work co-operatively to increase the percentage of timber processed in the Deh Cho territory and to reduce the amount of timber wasted through incidental harvesting.
53. The GNWT will consult with the affected Deh Cho First Nation(s) prior to the issuing of all new timber cutting permits or timber cutting licences with respect to the terms and conditions governing the export of timber out of the Northwest Territories and the incidental use of timber.
54. The GNWT will not change the annual allowable cut for any forest management unit, zone, or area where the affected Deh Cho First Nation(s) does not support the change, except:
  - (a) where an annual allowable cut analysis demonstrates that harvesting is above sustainable levels for any forest management unit, zone, or area, the GNWT may decrease the annual allowable cut in consultation with the affected Deh Cho First Nation(s);
  - (b) the GNWT may increase an annual allowable cut to recover timber after a fire, flood, or in relation to an insect or disease infestation in consultation with the affected Deh Cho First Nation(s); or
  - (c) in the case of an emergency where action is required in less than 30 days in order to prevent adverse impacts to the environment and threats to public safety, the GNWT shall provide written reasons and undertake expedited consultation with the affected Deh Cho First Nation(s).
55. The GNWT will not enter into negotiations for any Forest Management Agreement where the affected Deh Cho First Nation(s) does not support the entering into negotiations.
56. The Executive Council of the GNWT will, within a reasonable period of time, consider any letter-of-intent from a Deh Cho First Nation respecting entering into negotiations for a Forest Management Agreement. The GNWT is committed to concluding Forest Management Agreements with Deh Cho First Nations wherever possible.

**Environmental Impact and Review Board**

57. The Deh Cho First Nations are invited to nominate a member for appointment to the Mackenzie Valley Environmental Impact Review Board.

**NWT Protected Areas Strategy**

58. A Deh Cho First Nation(s) may propose protected areas for land withdrawal or permanent protection using a sponsoring government agency according to the steps approved under the NWT Protected Areas Strategy, in consultation with the Land Use Planning Committee.

**Nahanni National Park Reserve**

59. Canada and the Deh Cho First Nations will negotiate for the purpose of reaching an interim management arrangement that takes into consideration models found in existing arrangements between Canada and Aboriginal people respecting the management of national parks.

**Tourism**

60. Outfitter and Tourism Establishment Licences in the Deh Cho territory will be issued in accordance with this Agreement and legislation.
61. The GNWT will consult with the affected Deh Cho First Nation(s) on all license applications for proposed new outfitters, new outpost camps, or new lodges.
62. The GNWT will not issue licences for proposed
- a) new outfitters;
  - b) new outpost camps; or
  - c) new lodges

on land where the surface has been withdrawn under 12 to 14.

63. On lands where the surface has not been withdrawn, outside local community boundaries, as requested by a Deh Cho First Nation, the GNWT and the Deh Cho First Nation(s) will make best efforts to identify general areas where proposed new outfitter licenses, new outpost camps, or new lodges will be prohibited due to potential negative impact on the environment or incompatibility with the traditional use of the area.

**Great Slave Lake Fishery**

64. The Deh Cho First Nations are invited to nominate one member to the Great Slave Lake Advisory Committee.

**Transboundary and Overlap Issues**

65. Canada and the Deh Cho First Nations will explore options and identify processes for addressing transboundary issues in respect of the Deh Cho territory located outside of the Northwest Territories.
66. The Parties may amend the map shown in Appendix 1 in the event that an agreement is concluded to resolve overlap issues between the Deh Cho First Nations and any neighboring First Nation in the Northwest Territories.

**Funding**

67. Subject to Treasury Board approval, the funding arrangement to assist the Deh Cho First Nations' participation in this Agreement is set out in Appendix III.
68. Subject to Treasury Board approval, the funding arrangement for the Land Use Planning Committee is set out in Appendix III.

**General**

69. The Deh Cho First Nations will notify Canada and the GNWT of the means by which the affected Deh Cho First Nation(s) support will be demonstrated for the purposes of 32, 39, 41, and 50. In the interim, a resolution from the Deh Cho First Nations will indicate support or non-support.
70. This Agreement does not constitute a binding contract between the Parties.
71. This Agreement may be reviewed and amended by the Parties.
72. Nothing in this Agreement is to be interpreted as creating, recognizing or denying rights or obligations, including funding obligations, on the part of any of the Parties.
73. This Agreement is made without prejudice to any legal position taken by the Parties in a legal proceeding and nothing in the Agreement shall be construed as an admission of fact or liability.
74. This Agreement shall remain in force until the date of the coming into force of settlement legislation or until there has been a decision to terminate negotiations by any Party, whichever first occurs. Where a decision to terminate has been made, 90 days' notice will be provided and the Parties shall consult prior to the termination date.

Signed at Fort Simpson, Northwest Territories, this 23<sup>rd</sup> day of May, 2001.

**For the Deh Cho First Nations**

**For Canada**

**For the GNWT**

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Michael Nadli  
Grand Chief

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The Hon. Robert Nault  
Minister of Indian Affairs and  
Northern Development

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The Hon. Jim Antoine  
Minister Responsible for  
Aboriginal Affairs

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## **Draft Guidelines for the Development of a Deh Cho Land Use Plan**

### **INTRODUCTION**

Regional land use planning in the Deh Cho territory is intended to form part of an integrated land and resource management regime and outline what types of activities should occur, generally where they should take place, and terms and conditions necessary to guide land use proposals and development projects over time. The Plan will involve finding a balance between development opportunities, social and ecological constraints, which reflect community values and priorities while taking into consideration the values of all Canadians. The Parties share the objective that upon approval of a Deh Cho Final Agreement, the approved Plan will be a land management tool that provides legally-binding direction and guidance to regulatory agencies and decision-makers in the evaluation of development projects, protected area proposals, and other potential land uses.

Land use planning in the Deh Cho territory will take place in four phases:

1. Phase I will address the administrative and operational requirements of the land use planning committee and begin following the signing of an Interim Measures Agreement.
2. Phase II, the technical stage, will begin immediately following the completion of Phase I, as it is important to maintain momentum and community involvement built during the first phase of the planning project. This will be a detailed planning exercise, which will lead to the development of a preliminary draft land use plan in Phase III. It is during this stage that the planning committee will need to identify significant development and conservation initiatives.
3. Phase III, plan preparation, will see the preparation of a preliminary draft land use plan(s). The draft plan will be circulated to the Deh Cho First Nations, GNWT, Canada, stakeholders and interested groups for feedback, input, and consideration.
4. Phase IV, plan implementation will commence as soon as the plan is approved by Deh Cho First Nations and the GNWT and considered by Canada.



### **Phase I - Planning Committee Establishment**

5. Canada and the Deh Cho First Nations will establish a Planning Committee composed of five appointees to co-ordinate the production and analysis of maps and data. The Deh Cho First Nations will appoint two appointees, Canada one appointee and the GNWT one appointee. Upon recommendation of the Planning Committee, the parties will appoint a fifth member as chair of the Committee.
6. As part of the initial set up of the planning committee bridge funding will be provided.
7. This phase will require the establishment of an office, hiring of a project manager, and establishment of the planning committee. Following the initial set-up of the planning committee, a formal terms of reference, including a detailed budget and workplan, will need to be prepared. The terms of reference will be approved by the Deh Cho First Nations, GNWT, and Canada.

### **Phase II - Information Gathering and Analysis**

8. Deh Cho First Nations, will produce a series of maps identifying sensitive lands for traditional use and occupancy, including harvesting areas and cultural sites. Communities are expected to be at different stages of readiness to produce these maps. Resulting analysed “sensitivity” maps will be provided to the Planning Committee, but the original raw data will be made available to the Planning Committee as requested on a case-by-case basis for viewing only.
9. The Planning Committee will co-ordinate the production of a series of maps identifying sensitive cultural sites, critical habitat, and related harvesting patterns throughout the Deh Cho territory. These maps will be distributed to Deh Cho First Nations, GNWT, Canada, and interested stakeholders.
10. The Planning Committee will co-ordinate the production of a series of maps identifying resource development potential in the mineral, hydrocarbon, forestry, tourism, and agricultural sectors throughout the Deh Cho territory. These maps will be distributed to Deh Cho First Nations, GNWT, Canada, and interested stakeholders.
11. The Planning Committee will co-ordinate the production of a socio-demographic forecast to identify job creation and training needs within the Deh Cho territory over the next twenty years. This forecast will be distributed to Deh Cho First Nations, GNWT, Canada, and interested stakeholders.

12. The Planning Committee will co-ordinate an economic development assessment to determine what entrepreneurial opportunities may exist currently and in the future. This exercise will build upon the analyses of 8 through 11 and assist with the identification of land use and economic opportunities, where practical. This assessment will be distributed to Deh Cho First Nations, GNWT, Canada, and interested stakeholders.
13. The Planning Committee will integrate the maps produced in Phase II in order to identify development opportunities, social and ecological constraints. This phase of the process may include the identification, analysis, and consideration of: potential land use projects, potential core representative areas within each ecoregion, and any other issues appropriate for consideration in the land use plan.
14. The Planning Committee will also identify potential surface/sub-surface land withdrawals, and sub-surface land withdrawals only.
15. A set of land use options will be developed from the information in this Phase for consideration by the Parties and other stakeholders.

### **Phase III - Plan Preparation**

16. Deh Cho communities, each Deh Cho First Nation, Deh Cho First Nations, GNWT, Canada, and interested stakeholders will review the proposed land use options and provide feedback to the Planning Committee on matters within their respective interests or jurisdictions.
17. The Planning Committee will prepare a revised set of land use options based on the feedback received in 16.
18. The review process described in 16 and 17 may be repeated, at the discretion of the Planning Committee in order to identify an option that best reflects the interests and objectives of the Parties and stakeholders.
19. The Planning Committee will prepare a draft land use plan based on the option identified.
20. Deh Cho communities, each Deh Cho First Nation, Deh Cho First Nations, GNWT, Canada, and interested stakeholders will review the proposed draft land use plan and provide feedback to the Planning Committee on matters within their respective interests or jurisdictions.
21. The Planning Committee will revise the plan based on the feedback received in 20.

22. The Planning Committee will present a final draft land use plan to the Parties for approval and consideration pursuant to section 10 of the *Deh Cho First Nations Interim Measures Agreement*.
23. The land use plan will also include proposed land withdrawals which will be presented for negotiations pursuant to 13 of the *Deh Cho First Nations Interim Measures Agreement*.

**Phase IV - Plan Implementation**

24. Following consideration and plan approval, the Planning Committee will monitor land use in the Deh Cho territory for conformity to the plan.
25. Following the signing of a Deh Cho Final Agreement, the land use plan will be revised and updated to reflect the provisions of the Final Agreement.

## Deh Cho First Nations Interim Measures Agreement Implementation Cost Estimates

***DEH CHO  
INTERIM MEASURES***

Activities	1	2	3	4	Years <i>on-going to effective date</i>
Deh Cho First Nations support	\$191,043	191,043	191,043	191,043	191,043
Nahanni National Park Reserve	72,605	72,605	72,605	72,605	72,605
Deh Cho land use plan	713,009	825,352	831,352	817,352	488,415
Traditional Land Use Mapping	274,586				
<b>Budget Estimate</b>	1251243	1089000	1095000	1081000	752063

## ***Support to the Deh Cho First Nations in relation to the Interim Measures Agreement***

The Interim Measures Agreement require the Deh Cho First Nations to participate in a wide range of activities related to land and resources in the Deh Cho territory. It is recognized that to fully participate in these arrangements requires resources. Canada has agreed to provide the Deh Cho First Nations with an annual contribution in recognition of these needs. To arrive at the contribution level, the entire Interim Measures Agreement was considered, except activities of the Land Use Planning committee and those in relation to Nahanni National Park Reserve, which are dealt with separately.

Activities	<i>on-going to</i> effective date
Resource Management Co-ordinator	55,000
Benefits	18,675
Professional Services (legal, technical, etc.)	50,000
Community Consultation	25,000
Coordination (among Deh Cho First Nation(s))	25,000
Administration (10%)	17,367.50
<b>Budget Estimate</b>	<b>\$191,043</b>

***Development of Interim Management Arrangements  
for Nahanni National Park Reserve***

Activities	on-going to effective date
Professional Services	25,000
Travel ( 2 x 18 trips)	33,120
Accommodation (36 days @ \$125)	4,500
Meals/Incidentals (4 @ \$69.34/day)	9,985
<b>Budget Estimate</b>	72,605

## *Deh Cho Land Use Plan*

Activities	Years				
	1	2	3	4	<i>on-going to</i> effective date
<b>COMMITTEE:</b>					
Honoraria					
Chair	16,500	16,500	16,500	16,500	16,500
Members	48,000	48,000	48,000	48,000	48,000
Meetings (12 per year)					
Travel (4 members @ \$750)	36,000	36,000	36,000	36,000	36,000
Accommodations (4 @ \$125 per day)	18,000	18,000	18,000	18,000	18,000
Meals/Incidentals (5 @ \$69.34/day)	12,481	12,481	12,481	12,481	12,481
Meeting Room	9,000	9,000	9,000	9,000	9,000
<b>STAFF:</b>					
Senior Land Use Planner	56,250	75,000	75,000	75,000	75,000
Land Use Planner	33,750	45,000	45,000	45,000	45,000
Land Use Planner Trainee	30,000	40,000	40,000	40,000	40,000
GIS Analyst	48,750	65,000	65,000	65,000	65,000
Administrative Officer	33,750	45,000	45,000	45,000	22,500
Benefits	70,031	93,375	93,375	93,375	66,938
Staff Travel (12 trips)	15,996	15,996	15,996	15,996	15,996
<b>OFFICE:</b>					
Rent	12,000	12,000	12,000	12,000	12,000
General Supplies (@ \$500/month)	6,000	6,000	6,000	6,000	6,000
Telecommunications (@ \$1000/month)	12,000	12,000	12,000	12,000	12,000
Photocopier	7,500	7,500	7,500	7,500	7,500
Insurance	2,500	2,500	2,500	2,500	2,500
Repairs, Maintenance & Capital	2,000	4,000	6,000	6,000	6,000
Advertising / Publications	10,000	2,000	6,000	2,000	2,000
Professional Services	10,000	10,000	10,000	10,000	10,000
<b>LAND USE PLAN DEVELOPMENT</b>					
Special Consultants	100,000	150,000	150,000	150,000	
Community/Public Meetings / Workshops	52,500	90,000	90,000	60,000	
Advertising / Publications	10,000	10,000	10,000	30,000	
<b>START UP COSTS</b>					
Furniture	5,000				
Computer/Software	55,000				
<b>Budget Estimate</b>	<b>713,009</b>	<b>825,352</b>	<b>831,352</b>	<b>817,352</b>	<b>488,415</b>

## *Traditional Land Use Mapping*

<u>Community</u>	<u>Harvester/Elders</u>	<u>Data Collection</u>	<u>Digitizing</u>	<u>Verification</u>	<u>Analysis</u>	<u>Total</u>
Fort Providence (incl. Metis)	100	\$17,000.00	\$25,000.00	\$2,500.00	\$2,500.00	\$47,000.00
Liidlil Kue First Nation	100	completed	completed	completed	\$2,500.00	\$2,500.00
Fort Simpson Metis	25	\$11,375.00	\$6,250.00	\$1,750.00	\$1,750.00	\$21,125.00
Nahanni Butte	50	completed	completed	completed	\$2,000.00	\$2,000.00
Trout Lake	30	completed	completed	\$1,800.00	\$1,800.00	\$3,600.00
Jean Marie River	30	completed	completed	\$1,800.00	\$1,800.00	\$3,600.00
Kakisa	30	completed	completed	\$1,800.00	\$1,800.00	\$3,600.00
Wrigley	100	\$17,000.00	\$25,000.00	\$2,500.00	\$2,500.00	\$47,000.00
West Point	23	completed	completed	\$1,730.00	\$1,730.00	\$3,460.00
Hay River Reserve	50	\$13,250.00	\$12,500.00	\$2,000.00	\$2,000.00	\$29,750.00
Acho Dene Koe	100	\$17,000.00	\$25,000.00	\$2,500.00	\$2,500.00	\$47,000.00
Fort Liard Metis	25	\$11,375.00	\$6,250.00	\$1,750.00	\$1,750.00	\$21,125.00
Hay River Metis	50	\$13,250.00	\$12,500.00	\$2,000.00	\$2,000.00	\$29,750.00
<u>Total</u>		<b>\$100,250.00</b>	<b>\$112,500.00</b>	<b>\$22,130.00</b>	<b>\$26,630.00</b>	<b>\$261,510.00</b>