

NAHANNI

NATIONAL PARK RESERVE OF CANADA

NAH?A DEHÉ

Interim Park Management Arrangement



Interim Park Management Arrangement
for
Nahanni National Park Reserve of Canada

Nahʔą Dehé

Between

THE PARKS CANADA AGENCY

As Represented By

The Minister of Canadian Heritage

and

DEH CHO FIRST NATIONS

As Represented By

Deh Cho First Nations Grand Chief

WHEREAS Canada and the Deh Cho First Nations have entered into a Framework Agreement and Interim Measures Agreement on May 23, 2001; and

WHEREAS Section 59 of the Interim Measures Agreement (Nahanni National Park Reserve of Canada) states: “Canada and the Deh Cho First Nations will negotiate for the purposes 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”; and

WHEREAS Parks Canada and the Deh Cho First Nations agree that long-term protective measures are essential to safeguard Nahʔa Dehé and Nahanni National Park Reserve of Canada as one of the world’s great natural and cultural treasures, and that the highest standards of protection and preservation should be applied.

NOW THEREFORE the Parties agree that the intent of this document is to outline an interim-management arrangement that will guide park management between Parks Canada and the Deh Cho First Nations until such time as the National Park is established.

Definitions

1. In this Arrangement,

“Agency” means the Parks Canada Agency.

“CEO” means the Chief Executive Officer of the Agency.

"Deh Cho First Nations" consists of, for the purposes of this arrangement 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), Samba K’e First Nation (Trout Lake), Naʔahdee 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.

“Grand Chief” means the Grand Chief of the Deh Cho First Nations.

“Minister” means the Minister of Canadian Heritage.

“Nahanni National Park Reserve” means Nahanni National Park Reserve of Canada, ie. lands described in Schedule 2 of the *Canada National Parks Act*.

“Nahʔą Dehé” means all the lands draining into the South Nahanni River, including Nahanni National Park Reserve.

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

“Superintendent” means the Superintendent of Nahanni National Park Reserve.

Purposes

2. The Parties agree that while the current jurisdiction of Parks Canada is restricted to Nahanni National Park Reserve, the ecological integrity of the park reserve depends on the ecological integrity of Nahʔą Dehé (the South Nahanni River watershed) as a whole.
3. The Parties agree that Nahanni National Park Reserve will be maintained and made use of so as to leave it unimpaired for the benefit, education and enjoyment of future generations in accordance with the *Canada National Parks Act*.
4. The Parties agree to promote and maintain Nahanni National Park Reserve as a benchmark setting in which long-term ecological and cultural heritage research may be undertaken.
5. The Parties agree to encourage greater understanding of and respect for the cultural heritage of the Deh Cho First Nations and the natural environment in which it evolved.
6. The Parties agree to provide for the continuation of cultural activities and traditional renewable resource harvesting in Nahanni National Park Reserve as set out in Section 8 below.
7. The Parties agree that there will be no extraction or harvesting by anyone of the resources of the lands and waters of Nahanni National Park Reserve for or in support of commercial enterprise, except for the trapping of fur-bearing animals and the cutting of selected trees for ceremonial and artistic purposes or as otherwise may be provided for under the *Canada National Parks Act*.

Deh Cho First Nations Cultural Activities and Traditional Renewable Resource Harvesting Activities

8. (a) The following cultural activities and sustainable, traditional, renewable resource harvesting activities by Deh Cho First Nations members are provided for in Nahanni National Park Reserve in accordance with Section 40 of the *Canada National Parks Act*, having regard for the Purposes of this arrangement:
- a) hunting of mammals and birds;
 - b) trapping of fur-bearing animals;
 - c) fishing for freshwater and anadromous fish;
 - d) gathering of traditional Deh Cho First Nations foods;
 - e) gathering of plants used for medicinal or ceremonial purposes;
 - f) cutting of trees for ceremonial and artistic purposes;
 - g) conducting, teaching, or demonstrating ceremonies of traditional, spiritual or religious significance;
 - h) seeking cultural and spiritual inspiration;
 - i) travelling into and within Nahanni National Park Reserve by motorized or non-motorized vehicles for the above-stated purposes;
 - j) use of shelter or facilities essential to the pursuit of the above activities, but not including Parks Canada operational facilities.
8. (b) Subject to an agreement between the Parties on the nature, scope and extent of said activities, and the passage of appropriate regulatory mechanisms, the Grand Chief shall direct Deh Cho First Nations members in the exercise of such activities.

Nah?ą Dehé Consensus Team

9. The Parties agree to establish the Nah?ą Dehé Consensus Team (the “NDCT”).
10. Matters to be addressed by the NDCT are as follows :
- a) completion of a State of the Park Report and a Park Management Plan, in consultation with the public, and amendments thereto;
 - b) cultural activities and traditional renewable resource harvesting activities by Deh Cho First Nations set out in Section 8(a) and 8(b) above,
 - i) the examination of their scope and extent,
 - ii) any proposals for related construction, including the cutting of trees which are essential for this purpose and for which there is no reasonable alternative source of materials outside Nahanni National Park Reserve,

- iii) regulations, guidelines, or directives to be enacted, having particular regard for the conservation of natural resources and cultural features,
 - iv) harmonization of visitor use of Nahanni National Park Reserve with these activities, and
 - v) the requirement to consult the Deh Cho First Nations Elders' Council regarding any regulation of aboriginal and treaty rights;
- c) identification and management of sites of spiritual and/or cultural significance to the Deh Cho First Nations, including historic habitation and burial sites;
 - d) making recommendations in respect of impacts of land and resource uses in areas outside Nahanni National Park Reserve;
 - e) review of Nahanni National Park Reserve guidelines for research permits or commercial licenses or other activities;
 - f) review of applications for research permits or commercial licenses or other activities as required by Nahanni National Park Reserve guidelines;
 - g) review of annual business plans and/or work plans including staffing requirements, budgets, and expenditures;
 - h) review of the public safety, law enforcement and resource management plans; and
 - i) strategies to assist Deh Cho First Nations individuals and organizations to take advantage of the full range of economic and employment opportunities associated with Nahanni National Park Reserve, taking into account the undertakings of the Parties, set out in Appendix 1.
11. The NDCT shall determine its operating procedures.
 12. In a spirit of full and frank disclosure, both Parties agree that they will refer any step, activity, or development that affects the management of Nahanni National Park Reserve, as described in Section 10 above, to the NDCT for deliberation.
 13. The NDCT will initially be comprised of three (3) appointees of Parks Canada and four (4) appointees of the Deh Cho First Nations, of which two will be from Nahanni Butte, totaling seven (7) members; the total number of members may be increased or decreased by mutual agreement between the Parties. The Superintendent and a member of the Deh Cho First Nations as designated by the Grand Chief shall be ex-officio, non-voting members of the NDCT.
 14. Members will act in the public interest.

15. Quorum shall be a minimum of two (2) representatives from each party, unless increased or decreased by mutual agreement between the Parties, as per Section 13 above.
16. No alternates shall be permitted.
17. The NDCT shall meet no less than twice per year.
18. Both Parties will inform the NDCT of the existence and availability of data, studies and other documents that pertain to the management of Nahanni National Park Reserve, and will provide copies on request and within a reasonable time.

Framework for Recommendations

19. The NDCT will operate by consensus of the members.
20. For management plans, amendments to legislation, and for regulations specific to the park including those impacting traditional use in the park, the NDCT shall make recommendations to the Minister and the Grand Chief.
21. The Superintendent shall, with due respect to his/her authority, the policies of the Agency, and the authorities of the *Canada National Parks Act* and the *Parks Canada Agency Act*, endeavour to the best of his/her ability to carry out recommendations provided by the NDCT, seek direction and assistance of superiors in matters beyond the delegated powers and authorities, and pursue appropriate actions to resolve any differences between the Parties.
22. In the event that a resolution cannot be reached on a matter it shall be referred to the Minister and the Grand Chief. The exception to this is matters of personnel, in which the Chief Executive Officer is the final authority and, therefore, replaces the Minister in terms of resolution.
23. The Minister/Chief Executive Officer and the Grand Chief may, within 90 days of receiving a referral, by mutual agreement act to accept the recommendation(s) of the NDCT in whole or in part, or vary or reject the recommendations in a written form. The 90-day referral period may be extended by agreement of the Parties.
24. In the event that the Grand Chief and the Minister/Chief Executive Officer are unable to achieve consensus on a matter, the assistance of an agreed neutral third party may be requested and the Parties shall have 90 days to agree to matters arising out of the recommendation(s) of that third party.

25. In the event that agreement is not reached between the Grand Chief and the Minister, nothing in this Arrangement shall override the exercise of existing authorities of the Parties.
26. Nothing in this Arrangement shall preclude staff from taking appropriate action in case of emergency or limit authorities to carry out day to day operations.

Access

27. Nothing in this Arrangement shall prevent members of the NDCT from having free access to and within Nahanni National Park Reserve in fulfilment of responsibilities pursuant to this arrangement.

Budget

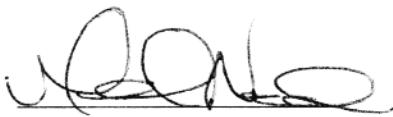
28. Canada shall provide an annual operating budget of \$72,605 to support the operations of the NDCT. The NDCT shall develop annual budgets and work plans within this budget.

General

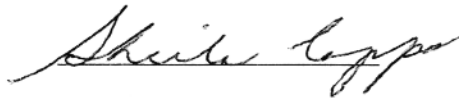
29. This Arrangement is a statement of interest by the Parties and is not legally binding. It is not intended to define, create, recognize, deny or amend any of the rights of the Parties, or to alter or affect the legal status of lands and resources or the existing authorities of the Parties with respect to lands, resources and governance.
30. Nothing in this Arrangement obliges Canada to act in a manner inconsistent with federal or territorial legislative or regulatory jurisdictions or authorities. For greater certainty, this Arrangement shall not be interpreted or implemented in a manner which fetters the discretion of the Minister or any other statutory decision makers. The National Park Reserve shall be administered and managed in accordance with the *Canada National Parks Act*.
31. This Arrangement, the discussions leading to its creation, and its implementation shall not be construed as an admission of fact or liability and are without prejudice to a negotiation of a final agreement between Canada and Deh Cho First Nations or any legal actions which have been taken or may be taken by any party.

32. This Arrangement shall remain in force until the date of coming into force of settlement legislation or until there has been a decision to terminate negotiations by Canada or Deh Cho First Nations, whichever comes first. Where a decision to terminate has been made, 90 days' notice will be provided and the Parties shall consult prior to termination date.
33. Either Party may request a review of all or part of this Arrangement. If both Parties agree, they shall initiate the review within 90 days of the request. The agreement can only be amended with the written consent of both Parties.

Signed:



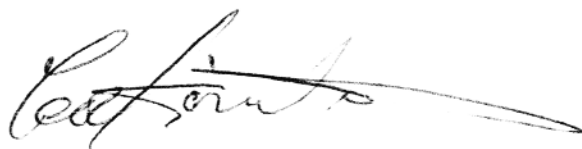
Michael Nadli
Grand Chief
Deh Cho First Nations



Honourable Sheila Copps
Minister of Canadian Heritage

Date: 24 June 03

Date: _____



APPENDIX 1

Selection of Parks Canada Employees

1. It is the Parties' objective that Deh Cho First Nations individuals be encouraged and given opportunities for employment within Parks Canada in Nahanni National Park Reserve. To this end, Parks Canada agrees, pursuant to applicable legislation, and the availability of both funding and positions, to provide employment opportunities for Deh Cho First Nations individuals, as well as career development and training opportunities for Deh Cho First Nations employees.
2. With respect to the selection of employees for positions with Parks Canada in Nahanni National Park Reserve, pursuant to the applicable legislation of Canada, selection boards including representatives of both Parties will be established to consider the required qualifications for the positions, assess the qualifications of the candidates and make recommendations to the designated officer of Parks Canada.
3. Parks Canada agrees to provide for Deh Cho First Nations involvement in developing statements of qualifications for the selection of employees for positions with the Parks Canada Agency in Nahanni National Park Reserve. These qualifications will recognise the importance of an ability to work effectively in support of the objectives of this Arrangement, and, where appropriate, will require knowledge and understanding of Aboriginal culture.