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**PROTOCOL OF RECOGNITION, PARTNERSHIP AND
RESPECT**

Between

THE CITY OF REGINA

And

FILE HILLS QU'APPELLE TRIBAL COUNCIL

(hereafter referred to as the "Parties")

Draft version dated: February 15, 2017

Preamble:

WHEREAS: The Protocol Declaration of Understanding signed between the File Hills Qu'Appelle Tribal Council (FHQTC) and the City of Regina (City) dated June 7, 2007 is to be repealed and replaced with the Protocol of Recognition, Partnership and Respect (Protocol Agreement); and.

WHEREAS: Aboriginal and Treaty Rights are specifically enshrined in Section 35(1) of *the Constitution Act, 1982*, and the Supreme Court of Canada has affirmed the recognition of those rights; and

WHEREAS: It is recognized that citizens living within the boundaries of the city of Regina are Treaty 4 people and Treaty 4 lands; and

WHEREAS: It is recognized that there are diverse cultures and languages of the Indigenous people of Treaty 4; and

WHEREAS: The City and FHQTC agree on the significance of formalizing mutual interests, values and priorities of both Parties through a non-binding Protocol Agreement; and

WHEREAS: It is recognized that this Protocol Agreement is inclusive of Treaty 4 members, whether residing or visiting within Regina boundaries and/or on their respective First Nation lands located outside of the boundaries of Regina.

WHEREAS: A strengthened relationship between the FHQTC and its member nations and the City is integral, as it forms the foundation and strength of our community, as a whole.

THEREFORE BE IT RESOLVED: That based on the shared principles and values of respect, understanding, integrity, accountability, transparency, inclusiveness and responsiveness, the Parties will collectively and cooperatively work to strengthen and shape our community to support the betterment of the lives of all Treaty 4 people.

Therefore the Parties agree as follows:

1. PURPOSE OF THIS PROTOCOL AGREEMENT:

The purpose of this protocol is to strengthen the partnership between the City and FHQTC by introducing regularly scheduled meetings at a governance (elected) and technical (administrative) level. The intent of the meetings and ongoing dialogue will include the following:

- information sharing and listening;
- discussion of issues and opportunities;
- celebration of successes;
- recognize and respect each other's protocols and processes;
- joint initiatives that will further the relationship by honouring each other's cultures, values, similarities and differences;
- collaborating on projects that will enhance our community's social, cultural, spiritual, and economic fabric in a holistic and respectful manner;
- enhance and promote positive perceptions and attitudes between Indigenous communities and the City of Regina; and
- Establish and maintain a lasting legacy of inspiration and optimism that re-sets the past relationships and paves the way for future generations to treat each other with respect, recognizing and accepting each other's strengths and contributions to the community with a goal of improving relations.

This Protocol Agreement is a living document wherein both parties, as signators, commit to upholding, according to the terms and conditions contained therein.

2. COMMITMENTS OF THE FILE HILLS QU'APPELLE TRIBAL COUNCIL (FHQTC):

To strengthen the shared partnership by committing to uphold the Protocol Agreement by maintaining communication and ongoing dialogue with the City of Regina. Specifically, this will include:

- identify a first point of contact to liaise with and coordinate communication with the City of Regina for the purpose of information sharing, issues management and continuing regular dialogue;

- identify potential joint initiatives and projects to further mutually beneficial relationships;
- provide advice and guidance on issues in a culturally respectful and thoughtful way, using the experience of knowledge keepers and others known for their work in resolving, managing and providing advice;
- when requested, FHQTC may provide and contribute to the development and education of culturally appropriate training to City employees;
- Share the contents and intents of this Protocol Agreement with all FHQTC member First Nations.

3. COMMITMENTS OF THE CITY OF REGINA (CITY):

To strengthen the shared partnership by committing to uphold the Protocol Agreement by maintaining communication and ongoing dialogue with the File Hills Qu'Appelle Tribal Council. Specifically, this will include:

- identify a first point of contact to liaise with and coordinate communication with the File Hills Qu'Appelle Tribal Council for the purpose of information sharing, issues management and continuing regular dialogue;
- identify potential joint initiatives and projects to further mutually beneficial relationships;
- provide advice and guidance on issues involving potential land development options, including bylaw adherence, land servicing options and the application and uses of *Design Regina: Official Community Plan*, as well as other documents that guide the growth of Regina;
- The City of Regina will honour this relationship by recognizing the significant contributions of Indigenous people, while working to meet the common vision and needs articulated by all citizens;
- Share the contents of this Protocol Agreement with all City Councillors and City employees.

4. GENERAL PROVISIONS:

- Both Parties to the Protocol Agreement recognize that this Protocol Agreement pertains to services within municipal jurisdiction or responsibility;

- On occasion, both Parties may include an associated entity in joint initiatives or projects or to provide advice on their specific areas of expertise;
- This Protocol Agreement is a non-binding statement of intent and does not create any legally binding obligations to either Party;
- This Protocol is without prejudice to any legal positions of the respective Parties and should not be construed in any way as admission of fact or liability in any proceeding or process;
- Either Party can cancel the Protocol Agreement by providing thirty (30) days' written notice.

5. PROTOCOL AGREEMENT MANAGEMENT:

- Within sixty (60) business days of the signing of this Protocol Agreement, the Parties will establish a Governance Committee and a Technical Committee;
- Each Party agrees to provide timely responses when developing options to address critical situations;
- The Chairs and Co-Chair of each Committee will act in such capacity for a one (1) year period, in the order of the FHQTC, followed by the City;
- Members of the Technical Committee will be approved by the Governance Committee.
- The Protocol for Priority Response is attached as "Schedule A".

Governance Committee:

- Shall be comprised of equal representation of three (3) elected members from each Party to the Protocol Agreement.
- Responsible for monitoring compliance of this Protocol Agreement, as per the terms and conditions contained therein.
- Act as a forum to share information, discuss and resolve potential issues and address concerns.
- Responsible for making all final decisions and recommendations.
- Shall meet a minimum of two times (2) per calendar year, and can meet more often, based on mutual agreement by the Parties. Other meetings outside of this schedule will occur at the call of the Chair.

Technical Committee:

- Shall be comprised of equal representation of three (3) administrative members from each Party to the Protocol Agreement.
- Take direction from the Governance Committee in terms of providing research, analysis and making recommendations to the Governance Committee.
- The members of the Technical Committee agree to provide timely advice and recommendations to the Governance Committee, based on the best information available.
- The Technical Committee agrees to identify mutually beneficial solutions for consideration of the Governance Committee.
- Shall meet a minimum of two times (2) per calendar year, and can meet more often, based on mutual agreement by the Parties. Other meetings outside of this schedule will occur at the call of the Chair.

6. DURATION:

- This Protocol Agreement shall come into effect immediately upon the date of signing by the Parties.
- This Protocol Agreement may be amended by written consent of the Parties.
- Either Party may terminate their involvement in this Protocol Agreement by providing thirty (30) calendar days' written notice to the other Party.

7. MEDIATION:

- The Parties will apprise each other of any potential contentious issue.
- If the circumstances are such that a contentious issue arises, the Technical Committee will discuss and review the concern in good faith and make best efforts to provide recommendations for resolution to the Governance Committee within thirty (30) calendar days of being notified of any issue.
- In the event the Technical Committee is unable to provide recommended resolution to the issue within thirty (30) calendar days, the concern will be elevated to the Governance Committee for resolution. The Governance Committee will provide a decision within ninety (90) calendar days.
- Wherein the Parties are not able to agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the issue.

8. COMMUNICATIONS:

- Communications Activities include, but are not limited to: public or media events, ceremonies, news releases, reports, news conferences, public notices, success stories, advertising campaigns, awareness campaigns, editorials and all related communication materials.
- The Party requesting joint communications will provide at least fifteen (15) calendar days' notice to the other Party if the communications activity is an event. The location, date and time of the event must be mutually agreed to.
- Any Communications Activities must be agreed to by the both Parties.

Any Communication between the Parties as required under this Protocol Agreement shall be sent to the following, or their designate:

Vice Chair Elaine Chicoose
File Hills Qu'Appelle Tribal Council
PO Box 985
Fort Qu'Appelle, Saskatchewan
S0G 1S0

His Worship Michael Fougere
City of Regina
PO Box 1790
Regina, Saskatchewan
S4P 3C8

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THIS PROTOCOL AGREEMENT THIS _____ DAY OF _____, 20__ IN THE PROVINCE OF SASKATCHEWAN.

ON BEHALF OF THE
FILE HILLS QU'APPELLE
TRIBAL COUNCIL

ON BEHALF OF THE
CITY OF REGINA

Tribal Vice Chair Elaine Chicoose

His Worship, Mayor Fougere

Witness

Witness

Protocol for Priority Response

1. PURPOSE

Ensure a protocol process is established in the event that an immediate or critical issue/incident occurs outside of the meeting schedule contained in the Protocol Agreement Management section of the Protocol of Recognition, Partnership and Respect.

2. DEFINITION

The definition of an immediate or critical issue/incident includes, but is not limited to:

- Environmental;
- Public and/or community safety;
- Cultural practices and traditions;
- Shelter issues (homelessness, at-risk population);
- Advice and/or information sharing exchanges to determine strategies or options that either mitigate or prevent a crisis situation.

3. MANAGEMENT AND OPERATION OF THE PROTOCOL FOR PRIORITY RESPONSE:

- The Parties will establish and maintain a network of contact/resource people who are able to act promptly to an immediate or critical issue/incident.
- Either Party, when notified of any such immediate or critical issue/incident, will ensure the appropriate network of contacts and/or resources is informed and activated to address and/or respond to the stated issue.
- The Parties acknowledge that the immediate or critical issue/incident may not be within their jurisdiction in terms of direct involvement, management or resolution of the stated issue.
- The Parties to the Agreement agree to share information and best practices regarding any outcomes or lessons learned in the resolution or management of the stated issue.