

***“Working Together to
Build Healthy Sustainable Economies”***

**A
MEMORANDUM OF UNDERSTANDING**

between

THE MUSHKEGOWUK COUNCIL



and

THE CITY OF TIMMINS



MEMORANDUM OF UNDERSTANDING

This MOU is entered into this **29th** day of **September, 2011**, by and between

MUSHKEGOWUK COUNCIL, whose principal place of business is 12 Centre Road, Moose Factory, Ontario, P0L 1W0, (hereinafter called "Mushkegowuk")

AND: **THE CITY OF TIMMINS**, whose principal place of business is 220 Algonquin Blvd. East, Timmins, Ontario, P4N 1B3, (hereinafter called "Timmins")

(collectively known as the "Parties" and individually as a "Party").

WHEREAS:

1. In the midst of rising natural resource development in the north, Timmins and Mushkegowuk recognize the need to foster positive economic outcomes from resource development activities that will benefit the Timmins community and Mushkegowuk communities;
2. The purpose of this Memorandum of Understanding (**the "MOU"**) is to initiate a process for Timmins and Mushkegowuk to work together to create long term partnerships that will build healthy sustainable economies;
3. The Parties recognize that new approaches must be sought to expedite solutions not conflict between the Timmins community, Mushkegowuk People and various stakeholders;
4. The Parties will build upon and maintain an open dialogue between the Timmins community and Mushkegowuk People based on mutual respect, understanding, and cooperation, while recognizing cultural, linguistic and territorial differences;
5. The Parties will initiate business activities and program incentives that will connect various sectors of the Timmins community, Mushkegowuk People, and stakeholders;
6. The Parties recognize that in order to build a long term and positive working relationship, the Parties will offer incentives to each other that will cater to and

benefit the needs of their respective communities, such as joint lobbying efforts, municipal services and training;

7. Timmins recognizes and respects the Treaty and Aboriginal Rights of Mushkegowuk People, and the right to carry out their traditional pursuits within their traditional territory in a peaceful, respectful and unrestricted manner;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the Parties agree as follows:

DEFINITIONS

8. In this MOU,
 - a. "Mushkegowuk Council" means the Mushkegowuk Council of Chiefs which is composed of seven (7) First Nation communities (Attawapiskat, Fort Albany, Kashechewan, Moose Cree, Taykwa Tagamou, Missanabie, and Chapleau Cree) who are bound by political, historical and family ties. The Council forms the traditional-political governance structure for the region advancing the interest of Mushkegowuk Peoples through its constitutional process in the areas of health, resource development, social services, education, employment and training, environmental protection, and protection of Aboriginal and treaty rights.
 - b. "Mushkegowuk People" means the Cree People who live in the muskeg or swampy areas of the James Bay lowlands or Swampy (Muskeg) Cree;
 - c. "Mushkegowuk Communities" refers to each of those seven (7) First Nation communities who form the Muskeowuk Council;
 - d. "MTEA" means Mushkegowuk-Timmins Economic Alliance; **[NTD: title and substance to be discussed]**
 - e. "Senior Representatives" means Grand Chief of the Mushkegowuk Council and Mayor of the City of Timmins;
 - f. "Timmins community" means the geographical boundaries of the City of Timmins;
 - g. "Traditional Ecological Knowledge" or "TEK" means to the Mushkegowuk People is that TEK includes the rules and guidelines passed down through the generations, which guide the Muskegowuk People in how to relate to the land,

animals, and to each other. The Muskegowuk Elders transmit their knowledge of the land to the Muskegowuk communities to ensure that they continue to care for their natural environment.

GENERAL

9. **Timmins Commitments.** Timmins commits to advancing the spirit and intent of this MOU in good faith. Timmins will collaborate with Mushkeogwuk in a fair and equitable manner in decision making processes. This includes developing and implementing a mutual process that will assist the Mushkegowuk to connect with the Timmins business community, including offering municipal and technical support services to Mushkegowuk communities where feasible.
10. **Mushkgowuk Commitments.** Mushkegowuk commits to advancing the spirit and intent of this MOU in good faith. Mushkegowuk will work toward implementing collaborative processes, activities, and solutions with Timmins. This includes encouraging the Mushkegowuk People to build networks and partnerships with the Timmins community.
11. **Non-Derogation.** Nothing in this MOU nor any act or writing flowing therefrom, should in any way be interpreted so as to abrogate or derogate from any Aboriginal or treaty right and does not add to or define such rights or freedoms.
12. **Without Prejudice.** This MOU is advanced without prejudice to the right of Mushkegowuk communities, Government of Canada and the Province of Ontario, and private stakeholders to enter into negotiations dealing with subject matters not included in this MOU, such as, but not limited to: resource co-management; resource revenue sharing; consultation and accommodation arrangements/agreements; and specific or comprehensive land claim negotiations.
13. **Mushkegowuk Approval.** This MOU will be reviewed by Mushkegowuk Council and must have a resolution supporting the signing of the MOU.
14. **Successors and Assigns.** This MOU shall enure to the benefit of and be binding upon the respective successors and permitted assigns of each of the Parties.
15. **Assignment.** Neither of the Parties may assign this MOU or any rights or obligations under this MOU without prior written notice to the other Party.
16. **Term and Termination.** This MOU shall take effect on the date of execution and either Party may terminate this Agreement by providing thirty (30) days prior written notice.

17. **Review.** The provisions of this MOU shall be reviewed for efficiency and effectiveness by the Parties every two (2) years following from the date of execution.
18. **Amendment.** This MOU may be amended, modified or supplemented only by written agreement signed by each of the Parties.
19. **Notice.** Any notice or other communication under or related to this MOU shall be in writing and shall be delivered personally, by facsimile, by prepaid courier or by prepaid registered mail and addressed:

In the case of Mushkegowuk:

Office of the Grand Chief
Mushkegowuk Council
12 Centre Road
Moose factory, ON, P0L 1W0
Phone: (705) 658 4222
Fax: (705) 658 4250

And in the case of Timmins:

Office of the Chief Administrative Officer
City of Timmins
220 Algonquin Blvd. East, Timmins, ON, P4N 1B3
Phone: (705) 360-2627
Fax: (705) 360-2674
Email: cao@timmins.ca

20. **Dispute Resolution.** The Parties will work co-operatively to resolve any impasse, dispute, or difference of opinion ("**Dispute**") concerning the interpretation or implementation of this MOU. If the Parties are unable to resolve the Dispute through co-operative means within a reasonable period of time, then either Party may refer to the following dispute resolution process:
- a. Either Party may refer the Dispute to the Senior Representatives to resolve.
 - b. The Senior Representatives will meet at their earliest convenience and in all cases within (3) business days of a request for a meeting to resolve the Dispute.
 - c. In the event that the Parties are unable to resolve a dispute either Party can notify the other of its intention to proceed to mediation (a Notice), and mediation must take place within seven (7) days of Notice. If the Parties fail to

jointly appoint a mutually acceptable mediator within two (2) days after a Party has given a notice, either Party may apply to a recognized mediation and arbitration center for mediation pursuant to its mediation rules. The Parties agree to bear their own costs and to share the mediator's reasonable fees and disbursements.

- d. If the dispute cannot be settled within 7 days after the mediator has been appointed, or such other period agreed to in writing by the Parties, the dispute shall be referred to and finally resolved through arbitration. Costs of the arbitration shall be at the discretion of the Arbitrator.

21. **General.** This MOU shall be governed and construed pursuant to the laws of the Province of Ontario. In the event that any part, term or provision of this MOU is determined by a court of competent jurisdiction to be unlawful or unenforceable, the validity and enforceability of the remaining portions or provisions shall not be affected thereby. This MOU constitutes the entire MOU between the Parties, and is subject to no other oral or written proposals, agreements or understandings whatsoever, and can only be supplemented or amended by a written document subscribed by the Parties. No waiver of any term of this MOU is binding unless it is in writing and signed by the Party entitled to grant the waiver. No failure to exercise, and no delay in exercising any right or remedy under this MOU shall be deemed a waiver of that right or remedy. No waiver of any breach of any term of this MOU shall be deemed to be a waiver of any subsequent breach of that term. Furthermore, in this MOU, words importing gender shall include all genders, words importing the singular include the plural and vice versa, and words importing persons include individuals, partnerships, associations, trusts, corporations and government authorities. The term "will" means "shall". The term "including" means "including without limitation" and the terms include, includes and included have similar meanings.

ECONOMIC DEVELOPMENT

22. **Open for Business.** The Parties recognize the importance of:

- a. Encouraging both Timmins and Mushkegowuk entrepreneurs to network and develop business partnerships in order to create a vibrant and sustainable economy; and

- b. Informing and attracting business developers that will benefit their respective communities.

23. **Mushkegowuk-Timmins Economic Alliance (“MTEA”).** The Parties will establish the MTEA that will act as the regional business forum that will facilitate communications between the Timmins community and Mushkegowuk People; [NTD: **subject open for further discussion**]

24. **MTEA Role.** The MTEAA’s role is to provide and coordinate the flow of business information to the Timmins community and Mushkegowuk People about the availability and development of business opportunities. MTEA business activities will include coordinating regional conferences, business exchange days and trade shows, and creating access to local businesses, expertise, human resources, and technical support.

25. **MTEA Representatives.** The MTEA representatives will consist of representatives from the City of Timmins and Mushkegowuk People.

[NTD: **governance structure of the MTEA to be confirmed. The MTEA may consist of [X] representatives from Timmins and [X] representatives from the Mushkegowuk Council.**]

26. **MTEA Implementation.**

- a. Within 30 days upon signing this MOU, Mushkegowuk and Timmins will draft a schedule time-line, budget, work-plan, and selection process to establish the MTEA; and
- b. Within 90 days, Mushkegowuk and Timmins will develop the MTEA Terms of Reference (“**TOR**”) that will detail MTEA’s mandate, governance structure and administration.

27. **MTEA Funding.** The Parties will jointly seek funding for the MTEA. Timmins will provide clerical and administrative support to the MTEA where feasible. Funding arrangements will be determined once budget is complete in accordance with s.26 (a).

28. **Education and Training.** The Parties will support and work with the MTEA and local education centers to develop training programs that will meet the sector-based training needs of the Mushkegowuk People. This includes locating funds that will support such employment and training program initiatives.

MUNICIPAL SERVICES

29. **Outreach and Liaisons.** Recognizing that Mushkegowuk communities have limited resources and infrastructure capabilities, Timmins will continue to explore with Mushkegowuk what outreach and services could be provided to Mushkegowuk communities. Timmins has already created and filled positions within its municipality to foster positive relations with the Mushkegowuk People including:
- a. Aboriginal Liaison Officer on the local police force; and
 - b. Aboriginal Liaison Coordinator.
30. **Water and Sewer Services.** Timmins will work collaboratively with Mushkegowuk to develop and implement programs that will assist Mushkegowuk communities to monitor and maintain safe drinking water and wastewater facilities.
31. **Funding.** Timmins will assist Mushkegowuk in locating funds that will support proposed safe drinking water projects or wastewater/sewage management programs.

ENVIRONMENT

32. **Shared Responsibility.** The Parties acknowledge a shared responsibility to protect the environment because the common goal is to ensure that future generations will continue to benefit from the rich resources the land provides to the Timmins and Mushkegowuk communities.
33. **Environmental Sustainability.** The Parties will put emphasis on the long term environmental sustainability of all resources subject to development.
34. **Traditional Ecological Knowledge (“TEK”).** The Parties recognize the importance of protecting and preserving the TEK of the Mushkegowuk Peoples. Traditional Knowledge is akin to the Mushkegowuk Peoples way of life. Timmins recognizes the Mushkegowuk Peoples’ unique relationship to their traditional territories and will respect the Mushkegowuk Peoples understanding of traditional knowledge about how to protect, maintain and live of the land.

JOINT LOBBY AND COMMUNICATIONS WITH OTHER GOVERNMENTS


35. **Mushkegowuk Interests.** Timmins recognizes the political, economic, and social pressures facing Mushkegowuk resulting from its history with the Government of Canada and the Province of Ontario.

36. **Joint Lobby Efforts.** The Parties will collaborate on developing lobby strategies that work toward building constructive processes that advocate for the advancement of shared political, economic, and social interests. This includes advocating for access to additional funds to develop economic development and training programs.

Memorandum of Understanding between the Mushkegowuk Council and the City of Timmins


In Witness Whereof, the Parties have caused this MOU to be executed by their duly authorized officers or agents effective the day and year first above written.

The Mushkegowuk Council,

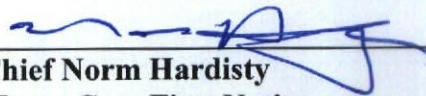


Chief Keith Corston
Chapleau Cree First Nation


The City of Timmins,



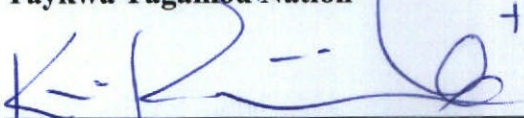
Mayor Tom Laughren




Chief Norm Hardisty
Moose Cree First Nation



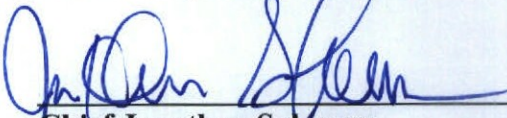
Chief Linda Job
Taykwa Tagamou Nation



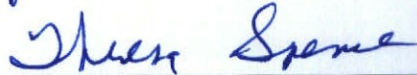
Chief Kim Rainville
Missanabie Cree First Nation



Chief Andrew Solomon
Fort Albany First Nation




Chief Jonathon Solomon
Kashechewan First Nation



Chief Theresa Spence
Attawapiskat First Nation



Witness: Grand Chief Stan Louttit



Witness: Joe Torlone,
Chief Administrative Officer