

MÉTIS NATION – SASKATCHEWAN

Métis Nation Legislative Assembly/ General Assembly

February 18 – 19, 2017

TCU Place
Saskatoon, SK



MÉTIS NATION – SASKATCHEWAN

Metis Nation Legislative Assembly/ General Assembly

TABLE OF CONTENTS

MNLA NOTICE.....	1
Registered delegates.....	2
Order of the Day/Agenda.....	3
Locals--New and Dissolved – None	4
MNLA Minutes	5
a) September 8-9, 2008	
b) June 16, 2012	
c) July 30-31, 2017	
MN-S Canada Agreements	6
Engagement Letters	7
a) Lorne Gibson	
b) Loretta Metzger	
Legal	8
a) Legal Opinions 2012--2017	
b) Court Decision Affiliates Books and Records	
c) Back to Batoche Tenant	
d) WLaw lawsuit	
e) Bryan Lee/Louis Gardiner/Kelvin Roy Injunction	
f) Court Decision on Injunction	
Ernst & Young Report (June 29, 2016)	9
Ernst & Young Report (February 15, 2017) - handout	
MN-S PMC Summary June 2015 to current	10
Valcourt letter---INAC	11

Resolutions.....	12
a) Election Act	
b) Amendments	
Rejected Resolutions – None	13
Batoche Land Titles	14
Engagements Letters.....	15
a) CEAA Environment	
b) Fisheries	
c) Navigations	
d) National Energy Board	
Corporate Registry Metis Nation-Secretariat Inc. Updated profile.....	16
MN-S Secretariat Audits	17
Provincial Metis Holdco Audits	18
KPMG 2014 Audit Findings Report - Hallux Audit	19
Legislation	20
Election Act	21
Other---Various documents	22

Gabriel Dumont Institute Annual report in Bag



1



[Home](#)
[About](#)
[Governance](#)
[Lands & Resources](#)
[News](#)
[Contact](#)
[Back to Batoche](#)
[MN-S Audits](#)
[Holdco Audits](#)
[EY Information](#)
[Yorkton MNLA Delegate](#)



NEWS

31
DEC

NEWS RELEASE: Métis Nation – Saskatchewan delays general election due to unforeseen circumstances

Métis Nation – Saskatchewan delays general election due to unforeseen circumstances
Métis Nation Legislative Assembly and General Assembly set for February 18-19, 2017

(Saskatoon, 31 December 2016) Due to unforeseen circumstances, the Métis Nation – Saskatchewan (MN-S) Provincial Council voted yesterday to delay the general election and call a meeting of the Métis Nation Legislative Assembly (MNL) General Assembly for February 18-19, 2017 in Saskatoon, Saskatchewan.

Fred Payton, who was appointed by the MN-S as Chief Electoral Officer (CEO) to administer the Provincial Métis Council election, resigned from his position on December 15, 2016 due to serious health concerns. The general election was originally scheduled for February 4, 2017.

In order to hold a successful and legitimate election, Lorne Gibson, the Provincial Métis Council election consultant, has recommended more time to find a replacement CEO and make the necessary arrangements ahead of the election. Following advice, the MNLA Members will set a new date for the general election at the February MNLA. They will also decide on the next steps of action moving forward. The Provincial Métis Council recommends that the province-wide election be held on May 27, 2017.

MN-S' thoughts are with Fred Payton and his family at this difficult time and thanks him for his hard work and dedication serving as CEO. The Provincial Métis Council looks forward to holding a successful election as soon as possible to build on the considerable progress to date. MN-S will continue working for Métis people in their quest for equitable, socio-economic development in the province of Saskatchewan.

-30-

About the Métis Nation – Saskatchewan

Métis Nation – Saskatchewan (MN-S) represents Métis citizens living in Saskatchewan. As such, the MN-S strives for the legal and constitutional recognition and guarantee of the rights of its People, including the right to a land and resource based government and self-government institutions.

The MN-S exists in part to represent and work for Métis people in their quest for equitable, socio-economic development in the province of Saskatchewan. The role of Métis citizens in governance is to establish, amend and enforce the Constitution of the Métis Nation – Saskatchewan, to organize Métis citizens in their respective communities, and to participate in nation building in any way.

For further information:

Please contact Métis Nation – Saskatchewan Vice President, Gerald Morin, at 306 220 0071; your respective Regional Representative; or visit the official website at <http://metisnationssk.com/>



To: Métis Nation – Saskatchewan Local Presidents, Provincial Métis Council, Provincial Métis Women, and Provincial Métis Youth (All members of the Métis Nation - Saskatchewan Legislative Assembly)

From: Métis Nation - Saskatchewan

Date: January 16, 2017

Re: OFFICIAL WRITTEN NOTICE FOR MÉTIS NATION – SASKATCHEWAN LEGISLATIVE ASSEMBLY / GENERAL ASSEMBLY FEBRUARY 18 - 19, 2017

Please accept this 30 day written official notice of the February 18 - 19, 2017 session of the Métis Nation – Saskatchewan Legislative Assembly ("MNLA") / General Assembly, as per the Métis Nation – Saskatchewan Constitution.

There will be an MNLA and General Assembly held in Saskatoon, Saskatchewan on February 18 - 19, 2017 at the TCU Place – Saskatoon's Arts & Convention Centre, 35 22 Street East.

Travel, meals and accommodations will be covered for all delegates of the MNLA and the travel day will be on February 17, 2017. Please contact Evan Shoforost (Ernst & Young) at (306) 649-8242 or Michael Campbell (Ernst & Young) at (306) 649-8305, or your Regional representative for more information on travel expenses, registration, or any other inquiries.

Yours Sincerely,

A handwritten signature in blue ink, appearing to read "G. Morin". The signature is stylized with a large loop at the end.

Gerald Morin,
Vice President of Métis Nation - Saskatchewan

2

MNLA VOTING DELEGATES (Pre-registration - Feb 17, 2017)

#	Delegate	Region
1	Earl Cook	Northern Region I
2	Sharon Natomagan	Northern Region I
3	Laura Burnouf	Northern Region I
4	Larry Lavallee	Northern Region I
5	Allen Augier	Northern Region I
6	Tommy Hanson	Northern Region I

MNLA VOTING DELEGATES (Pre-registration - Feb 17, 2017)

#	Delegate	Region
7	Robert St. Pierre	Northern Region II
8	Leonard Montgrand	Northern Region II
9	John L. Montgrand	Northern Region II
10	Napolean Chartier	Northern Region II
11	Jocelyn Lafond	Northern Region II
12	Donna Janvier	Northern Region II
13	Dean Herman	Northern Region II

MNLA VOTING DELEGATES (Pre-registration - Feb 17, 2017)

#	Delegate	Region
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14	Glen McCallum	Northern Region III
15	Gary Tinker	Northern Region III
16	Ernest Laliberte	Northern Region III
17	Eugenie Lafeur	Northern Region III
18	Kelvin Roy	Northern Region III
19	George McCallum	Northern Region III
20	Patsy Laliberte	Northern Region III
21	Joe Daigneault	Northern Region III
22	Jimmy Durocher	Northern Region III
23	Fred Kenny	Northern Region III
24	Mervin Maurice	Northern Region III

MNLA VOTING DELEGATES (Pre-registration - Feb 17, 2017)

#	Delegate	Region
25	Lennard Morin	Eastern Region I
26	Joe Fiddler	Eastern Region I
27	Gerald Morin	Eastern Region I

MNLA VOTING DELEGATES (Pre-registration - Feb 17, 2017)

#	Delegate	Region
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28	Helene Johnson	Eastern Region II
29	Ethel Lee Colby	Eastern Region II
30	Marshall St. Dennis	Eastern Region II
31	Sheila Yip	Eastern Region II
32	Dianne Genaille	Eastern Region II
33	Dave Crook	Eastern Region II
34	Viola Bell	Eastern Region II
35	Dennis Vandale	Eastern Region II

MNLA VOTING DELEGATES (Pre-registration - Feb 17, 2017)

#	Delegate	Region
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36	Derek Langan	Eastern Region IIA
37	Gale Pelletier	Eastern Region IIA
38	Mervin Pelletier	Eastern Region IIA
39	Wayne Paul	Eastern Region IIA

MNLA VOTING DELEGATES (Pre-registration - Feb 17, 2017)		
#	Delegate	Region
40	Shelley Kapell	Eastern Region III
41	Marina Roy	Eastern Region III
42	Dawn Desjarlais	Eastern Region III
43	Marg Friesen	Eastern Region III
44	Paul Tourand	Eastern Region III
45	Kelly Perry	Eastern Region III

MNLA VOTING DELEGATES (Pre-registration - Feb 17, 2017)

#	Delegate	Region
46	Michael Bell	Western Region I
47	Angela Poitras	Western Region I
48	John Lehoullier	Western Region I
49	Theresa Brady	Western Region I
50	Melanie Pritchett	Western Region I
51	Merlin Flannigan	Western Region I
52	Warren Boyer	Western Region I
53	Darrell Parker	Western Region I
54	Margaret Lavoie	Western Region I
55	Debra Ludviksen	Western Region I

MNLA VOTING DELEGATES (Pre-registration - Feb 17, 2017)		
#	Delegate	Region
56	Billy Kennedy	Western Region IA
57	Carol Delorme	Western Region IA
58	Jean Lundgren	Western Region IA
59	Becky Trotchie	Western Region IA
60	Myrna Coulson	Western Region IA

MNLA VOTING DELEGATES (Pre-registration - Feb 17, 2017)

#	Delegate	Region
61	Darlene McKay	Western Region II
62	Felix Mathieu	Western Region II
63	Peter Rudyck	Western Region II
64	Darlene Laurie Paul	Western Region II
65	Darlene Berube	Western Region II
66	Ray Fiddler	Western Region II
67	Wanda Neufeldt	Western Region II
68	Ralph Arcand	Western Region II
69	Pat Letendre	Western Region II
70	Bianche Pott	Western Region II
71	Gordon Whitford	Western Region II
72	Gary Sinclair	Western Region II
73	Brenda Fiddler	Western Region II
74	Shannon Unrau	Western Region IIA
75	Judy Elliot	Western Region IIA
76	Barry Falcon	Western Region IIA
77	Dawn Quiring-Reiber	Western Region IIA
78	Myrtle Lougheed	Western Region IIA
79	Sheena Eliason	Western Region IIA
80	Shirley Ross	Western Region IIA
81	Shirley Isbister	Western Region IIA
82	Wayne Whitford	Western Region IIA
83	Phyliss McDonald	Western Region IIA
84	Barbara Ann Card	Western Region IIA
85	Penny Hurton	Western Region IIA
86	Chad Wright	Western Region IIA
87	Rebecca Major	Western Region IIA

MNLA VOTING DELEGATES (Pre-registration - Feb 17, 2017)		
#	Delegate	Region
88	Lela Arnold	Western Region III
89	Ron Woelk	Western Region III
90	Braden Paradon	Western Region III
91	Cecile Blanke	Western Region III
92	Gary Blondeau	Western Region III

MNLA VOTING DELEGATES (Pre-registration - Feb 17, 2017)

#	Delegate	Region
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93 Gerald Morin

PMC Executive

94 May Henderson

PMC Executive

MNLA VOTING DELEGATES (Pre-registration - Feb 17, 2017)		
#	Delegate	Region
95	Tammy Mah	Women
96	Sonya Falcon	Women
97	Tammy Dorion	Women
98	Darlene Langan	Women
99	Sherry McLennan	Women

MNLA VOTING DELEGATES (Pre-registration - Feb 17, 2017)

#	Delegate	Region
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100	Jaycee Bell	Youth
101	Holly Aubichon	Youth
102	Candace Herman	Youth
103	Kierra Vandale	Youth
104	Brittany Leanne St.Dennis	Youth

UNCONFIRMED VOTING DELEGATES (Pre-registration)

#	Delegate	Region
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105	Robert Doucette	President
106	Louis Gardiner	Treasurer
107	Kevin Roy	Northern Region III

3

Metis Nation Legislative Assembly

ORDER OF THE DAY

AGENDA

DAY 1

9:00 to 9:10 am	Grand Entry (Fiddle Music--Boyers)
9:10 to 9:25 am	Prayer, Metis National Anthem. O Canada
9:25 to 10:30 am	Welcoming Remarks Metis Nation-Saskatchewan MNC President Clement Chartier MMF President David Chartrand Federal Government Official(s) TBD Province of Saskatchewan TBD
10:30 to 10:45 am	Break
10:45 to 11:00 am	Roll Call ----- Overview MNLA (kit) Order of the Day
11:00 to 11:15 am	Appointment of Speakers Terms of PMC Adoption of Agenda Locals (new and dissolved, if any) Minutes June 16, 2012 MNLA/GA Minutes July 30-31, 2016 MNLA/GA
11:15 to 11:25 am	Government of Canada TBD
11:25 to 12:00 NOON	MN-S Legal Counsel Jay Watson update
12:00 noon to 1:15 pm	Lunch
1:15 to 2:00 pm	Ernst and Young Presentation/Motion to accept EY report and MN-S Finances beginning EY term February 2016 to current
2:00 to 2:30 pm	Election--Proclamation of Election Date/Appointment of Chief Electoral Officer/ Swearing in of Chief Electoral Officer/Appointment of Adjudicator/Appointment of Complaints Officer

2:30 to 2:45pm	Break
2:45 to 3:30 pm	Chief Electoral Officer/Election Consultant update ---Election Act Proposed Amendments
3:30 to 3:45 PM	MNC President Clement Chartier
3:45 to 4:30 pm	-Constitutional Amendments (none submitted) - other Resolutions
4:30 pm	Adjourn for the day.
5:30 pm to 8:00 pm	Banquet and Entertainment

Day 2:

9:00 am	Opening Prayer North American Indigenous Games – Mike Tanton Continue with MNLA if need be. Adjourn MNLA
Time TBD	AGM (open following adjournment of MNLA) EY update and Report to AGM -- motion to accept and approve the information provided.
12:00 noon	Lunch Adjourn Closing Prayer

4

None

5

Section

A

Métis Nation – Saskatchewan Leaders to gather for 2008 Métis Nation Legislative Assembly and Annual General Assembly

July --, 2008

SASKATOON, SK -- The Métis Nation – Saskatchewan will be hosting the 2008 session of the Métis Nation Legislative Assembly(MNLA) at TCU Place in Saskatoon, SK commencing Monday September 8 to Tuesday September 9, 2008.

Elected leaders from across the Province will be arriving in the bridge city to exercise Métis governance, and discuss cultural, social, civil and political activities affecting Métis people in Saskatchewan. Among issues to be on the agenda, delegates will be updated on the recent Premiers Roundtable regarding the Duty to Consult, and Citizenship

Métis leaders and dignitaries will be treated to an evening of entertainment showcasing talented Métis performers such as traditional dancers, fiddle music and keynote speakers. The evening will be a great opportunity for Provincial, Federal governments, Industry and Corporate Sponsors to connect with Regional Directors and Local Presidents to discuss the future expansion of industrial and economic development currently happening in our great Province.

Upon completion of the MNLA there will be an Annual General Assembly (AGA) Tuesday September 9, 2008 at 1:00 p.m. Over 200 Métis citizens will come together to reflect on this year's activities. The theme of this AGA will be "One Nation, One Voice"; empowering Métis members to provide direction to the MN-S to ensure Métis are represented accurately within Saskatchewan. "Presidential quote".

The MN-S expects this year's MNLA/AGA to be well attended as this is the first meeting to take place under the direction of the newly elected Executive in 2007.

For more information Contact at below numbers:

Brian Kembel, Clerk
Métis Nation Legislative Assembly
Bkembel@mnsask.ca

MÉTIS NATION - SASKATCHEWAN

Preparing a Nation for the 21st Century

Métis Nation-Saskatchewan Legislative Assembly and Annual General Assembly

The MNLA will be taking place in Saskatoon, Saskatchewan on Monday, September 8th and Tuesday, September 9th.

Upon completion of the MNLA on September 9th, there will be an Annual General Assembly where Métis citizens will be heard by their elected Métis leaders.

Métis Nation Legislative Assembly

September 8th 9am-5pm TCU Place, Saskatoon

September 9th 9am-12pm TCU Place, Saskatoon

Topics include:

Social, Political and Cultural Issues

Also updates on:

Exciting new partnerships

Duty to Consult Legislation

Métis Rights

Residential School settlements and omissions

Annual General Assembly

September 9th 1pm-5pm TCU Place, Saskatoon

Open microphone

Your chance to be heard by your elected Métis Leaders from around the province.



Provincial Métis Council

Back row left to right: Bob McLeod, Max Morin, Lehnard Morin, Louis Gardiner, Helene Johnson, Allan Morin, Robert LaFontaine, Billy Kennedy, and President Robert Doucette.

Front row left to right: Karen LaRocque, Beverly Worsley, Marlene Hansen, Gebe Lafond, Mavis Taylor, Pat Knudsen, and Darlene McKay.



Métis Nation-Saskatchewan

219 Robin Crescent Saskatoon S7L 6M8
Ph: 306-343-8255 Toll Free 1-888-243-6667
Website: we're working on it...did we mention we have lots on the go?

Record of Motions, Resolutions & Amendments
Métis Nation Legislative Assembly
September 8-9, 2008
TCU Place – Saskatoon, SK

Motion 001: To ratify appointment of Co-Chairs John Lagimodiere and Michelle Harding-LeClair by the PMC for the 2008 MNLA and to extend as a two year appointment, including all duties as outlined in Article 5 of the MNLA Act.

Moved by Phillip Chartier, seconded by Helene Johnson.

Motion carried.

Motion 002: To adopt agenda with friendly amendment to include opportunity for MNLA delegates to respond to presenter after each report.

Moved by Phillip Chartier, seconded by Henry Cummings.

Motion carried.

Motion 003: To add Arcola/Moose Mountain Local 182 ratification of recognition to agenda items after adoption of agenda.

Moved by Beverly Worsley, seconded by Phillip Chartier.

Motion carried.

Motion 004: To include Northwest Metis Land Claim on agenda following regional updates.

Moved by Phillip Chartier, seconded by Robert Doucette.

Motion carried.

Motion 005: To adopt agenda as reorganized by the delegation of the MNLA.

Moved by Pat Letendre, seconded by Penny Hurton.

Motion carried.

Motion 006: To recognize and ratify Arcola/Moose Mountain Local 182 by the MNLA delegation.

Moved by Beverly Worsley, seconded by Phillip Chartier.

Motion carried.

Motion 007: To accept 2007 Independent Oversight Committee report of the Chief Electoral Officer as presented by Giselle Marcotte, FNMR.

Moved by Barry Robertson, seconded by Don Dugan.

Motion carried.

Motion 008: To accept the State of the Nation Report as presented by President Robert Doucette.

Moved by Penny Hurton, seconded by Shirley Ross.

Motion carried.

Motion 009: To move Vice-President's report ahead on the agenda to next item.

Moved by Shirley Ross, seconded by Penny Hurton.

Motion carried.

Motion 010: To accept Vice-President's Report as presented by Vice-President Allan Morin and Provincial Secretary's Report as presented by Provincial Secretary Max Morin

Moved by Shirley Ross, seconded by Robert Pocha.

Motion carried.

Motion 011: Directing the Métis Nation – Saskatchewan to begin the process of collection of all outstanding debts under their scope of responsibility regardless of origin.

Moved by Shirley Ross, seconded by Phillip Chartier.

Motion carried.

Motion 012: To accept Treasurer's Report as presented by Treasurer Gabe Lafond and approve financial audited statements for 2003-2004, 2004-2005, 2005-2006, 2006-2007 fiscal years.

Moved by Penny Hurton, seconded by Phillip Chartier.

Motion carried.

Motion 013: If funds are in place that Area Directors can be paid, prior to being paid, that a committee be set up of grassroots people and members of the MN-S Executive, to decide job descriptions and make up a schedule of so many hours per week, for all Area Directors.

Moved by Shirley Isbister, seconded by Shirley Ross.

Motion defeated.

Resolution 001 – Duty to Consult:

"Be it resolved that the MNLA direct the MN-S to develop a legal strategy to ensure the Crown begins to deal with its duty to the Metis Nation within Saskatchewan. Be it resolved that this litigation strategy explore options for the best test case in the province, including, looking at injunctions, judicial reviews or other court actions. Be it resolved that the MN-S complete the options for this litigation strategy within sixty (60) days of this assembly and proceed with legal action. Brought forward by Phillip Chartier.

Motion 014: To approve Resolution 001 – Duty to Consult.

Moved by Phillip Chartier, seconded by Bob McLeod.

Motion Carried.

Motion 015: To move all outstanding agenda items to morning of day two (2) of MNLA proceedings.

Moved by Phillip Chartier, seconded by Sheena Alison.
Motion carried.

Resolution 002 – Métis Harvesting:

“WHEREAS the Supreme Court of Canada has affirmed in the Powley case that the Métis are full fledged rights-bearing aboriginal people with constitutionally protected harvesting rights.

AND WHEREAS Saskatchewan courts have affirmed Métis throughout Saskatchewan have existing constitutionally protected harvesting rights.

AND WHEREAS the Supreme Court of Canada has also affirmed in a series of cases called Haida Nation, Taku River and Mikisew Cree that the Crown has a duty to consult and accommodate proven and asserted Métis rights, consistent with the honour of the Crown and the purpose of S.35 of the Constitution Act, 1982.

AND WHEREAS the Saskatchewan Government's current fish and wildlife laws do not recognize, respect or accommodate Métis harvesting rights throughout the province and the Government continues to determine, based on it's own policies and procedures, who has a Métis right and whether they will exercise their discretion whether to lay charges.

AND WHEREAS the Métis Nation – Saskatchewan is the Government of the Métis Nation within the province of Saskatchewan and has the responsibility to ensure Métis rights are recognized and respected by other governance so Métis people can continue to harvest as they have done for generations without fear of harassment, investigation or prosecutions.

AND WHEREAS the Métis recognize that with rights come responsibilities and has continued to actively fulfill it's responsibilities by listening to and learning from Métis Elders, adopting a MN-S Wildlife Act in 1994, developing a centralized registry for the identification of Métis Nation citizens, consulting Métis citizens on how to move forward and engaging with governments to ensure Métis rights are recognized and respected.

AND WHEREAS Métis citizens in Saskatchewan support the MN-S, as their representative government to begin formal negotiations with the Saskatchewan Government on arriving at a province wide Métis harvesting accommodation agreement based on the following directions and principles:

- The Métis are one nation, one people and are united in support of the recognition of Métis rights in all parts of the province;
- Any agreement must be province wide and appreciate the Métis have historically been and continue to be a mobile people in relation to the exercise and practice of their harvesting rights;
- Any agreement must recognize the Métis Nation's self government role in relation to the regulation of Métis rights and co-management of lands and resources in the province;
- Any agreement must ensure that only the Métis Nation determines who is a Métis citizen and who has harvesting rights through a Métis controlled identification and registration system;
- Any agreement must build on the MN-S Wildlife Act, recognizing that this act may need to be amended by a future MNLA based on consultations with Métis citizens and the recognition that the law has changed since 1994;
- Any agreement must not limit or take away from the Métis harvesting rights that have already been recognized by Saskatchewan courts in the Morin and Daigneault, Laviolette and Bellhumeur cases.

Therefore be it resolved:

1. The 2008 MNLA mandate to MN-S to engage in formal negotiations for a province wide Métis harvesting agreement with the Government of Saskatchewan based on the directions and principles outlined above.
2. The 2008 MNLA directs that while these negotiations are ongoing the MN-S work to assist Métis harvesters who are charged or investigated by putting in place interim measures or processes with the Saskatchewan Government to assist Métis harvesters in exercising their rights.
3. The 2008 MNLA direct the MN-S to undertake province wide consultations on Métis harvesting issues in order to update citizens on harvesting issues and to consult on potential changes to the MN-S Wildlife Act and potential options for a province wide Métis harvesting agreement.
4. The 2008 MNLA direct the MN-S to report back to the next MNLA on the progress in the negotiations and provide any suggested changes to the MN-S Wildlife Act in advance of the next MNLA."

Motion 016: To approve Resolution 002 – Métis Harvesting.

Moved by Bob McLeod, seconded by Lennard Morin.

Motion carried.

Motion 017: To request that the MNLA delegation support the Métis Wildlife Defense Fund proposal, and that each local contribute annually based on financial resources available.

Moved by Phillip Chartier, seconded by Lennard Morin.

Motion carried.

Motion 018: The Métis Nation – Saskatchewan only employ Métis people that are qualified to work in the areas we need to hire in, and that in lieu of finding qualified Métis people, the Métis Nation – Saskatchewan hire Aboriginal people.

Moved by Shirley Isbister, seconded by Shirley Ross.

Motion defeated.

Resolution 003:

"Whereas the Northwest Métis Council and the Northwest Municipalities Association have a protocol agreement and therefore be it resolved these two (2) Northwest governing agencies expeditiously review and amend this protocol agreement to address the oil and gas and other economic development opportunities for the Métis residents in the area. Be it further resolved that the Duty to Consult and Accommodate be effectively utilized by the Crown, Industry, and the Northwest Métis Council and the Northwest Municipalities Association and be it further resolved that the Métis residents of Northwest Saskatchewan must benefit from all economic development opportunities within the area in the North and be it finally resolved that these Northwest Métis economic development business opportunities will effectively recruit provincial Métis residents into these evolving employment and joint venture opportunities as convenient for all parties."

Resolution brought forward by Alec Maurice, seconded by Phillip Chartier.

Resolution 003 withdrawn.

Amendment 001 – Provincial Métis Housing Articles of Incorporation:

"Be it resolved that the articles of incorporation of Provincial Métis Housing Corporation be amended as follows:

- a) To allow one (1) class of membership and that the Sole voting member of the corporation shall be the Métis Nation – Saskatchewan Secretariat Inc; and
- b) To delete schedule C in clause 9 of the Articles.

Be it further resolved that the Solicitor for the Corporation be and he is hereby authorized to sign and file the Articles of Amendment in the form attached hereto."

Motion 019: To approve Amendment 001 – Provincial Métis Housing Articles of incorporation.

Moved by Penny Hurton, seconded by Shirley Ross.

Motion carried.

Amendment 002 – Constitutional/Act Amendments (Senate):

Whereas the Métis Nation Legislative Assembly by its April 2007 Constitutional Amendment (Article 17) has endorsed and supported Constitutional reform;

Whereas the Métis Nation Senate's political involvement has in the past created misunderstandings between the Senate and Métis citizens who seek accountable governance;

Whereas the current electoral constitutional powers allocated to the Senate within the Constitution are procedural and as such are better suited to be incorporated in legislation;

Whereas other powers vested in the Senate to intervene in local issues will be best delegated to a legislated dispute resolution authority; and

Whereas a positive and respectful role for the Senate would be in regards to activities such as conducting prayers, swearing in ceremonies, oaths, awards, recognitions, and providing sage opinion;

"Therefore be it resolved that the Senate be delegated, by constitutional and legislative repeal and amendment, the authority of an advisory body within the Métis Nation – Saskatchewan Constitution and Legislation."

Further, that the following Constitutional amendments be enacted to reflect this resolution;

1. Article 8 of the Constitution of the Métis Nation Saskatchewan is repealed and the following is substituted:
 - a) Article 8:1 Métis Nation Legislative Assembly shall enact electoral legislation
 - b) Article 8:2 Election for the Executive and Regional Representatives of the Provincial Métis Council of the Métis

Nation Legislative Assembly shall be held within four years of the previous Provincial Métis Council election.

- c) Article 8:3 The Métis Nation Legislative Assembly Executive shall be elected by the total membership.
 - d) Article 8:4 Provincial Métis Council Regional Representatives shall be elected within their respective Regions.
- 2. Article 10:4 (c) of the Constitution of the Métis Nation – Saskatchewan is repealed
 - 3. Article 10:5 of the Constitution of the Métis Nation –Saskatchewan is repealed
 - 4. Article 12:1 of the Constitution of the Métis Nation – Saskatchewan phrase “the Senators” is deleted
 - 5. Article 12:4 of the Constitution of the Métis Nation – Saskatchewan is repealed.

And further, that the followings Acts be amended and appended to this Resolution as Appendix “A” to reflect the Constitutional amendments above;

- 1. Section 120. (1) of the Saskatchewan Métis Elections Act 2007 is repealed and substituted with the following, “120. (1) The Métis Nation Legislative Assembly shall appoint an Adjudicator to hear any complaint referred by the Complaints Officer.”
- 2. Section 2; of the Saskatchewan Métis Elections Act 2007 stating “Senate” means the Senate as described in Article 12 of the Constitution” is repealed.
- 3. Section 7.2 of the Métis Nation Legislative Assembly Act, 1999 is repealed and substituted with “7.2 Table a report to the Métis Nation Legislative Assembly by submitting a written report to the Clerk prior to the thirty day deadline of the Métis Nation Legislative Assembly to be compiled in the Order of the Day.”
- 4. Section 3.1 of the Métis Nation – Saskatchewan Senate Act, 1999 is repealed and substituted with: “3. Be available for consultation by the Métis Nation Legislative Assembly in fulfilling its mission under the Métis Nation – Saskatchewan Constitution.”
- 5. Section 8.1 of the Métis Nation – Saskatchewan Senate Act, 1999 is repealed and substituted with: “8.1 The Senate shall establish any such committees as are required by the Métis Nation – Saskatchewan Constitution or Legislation as required to carry out the following duties:
 - a) 8.1.1 Ceremonial Activities and Exchanges;
 - b) 8.1.1.2 Conducting Opening/Closing Prayers
 - c) 8.1.1.3 Directing Swearing –In Ceremonies and Oaths
 - d) 8.1.1.3 Presenting Awards and Gifts of Recognition; and
 - e) 8.1.1.4 Displaying Métis Flags and Sashes”
- 6. Section 10.5 of the Métis Nation – Saskatchewan Senate Act, 1999 is repealed.
- 7. Section 11.4 of the Métis Nation – Saskatchewan Senate Act 1999 is repealed.
- 8. Section 11.5 of the Métis Nation – Saskatchewan Senate Act 1999 is repealed.

9. Section 11.6 of the Métis Nation – Saskatchewan Senate Act 1999 is repealed.
10. Article 2.12 of the Métis Nation – Saskatchewan Citizenship Act, 1999 delete the word “Senate” and substitute with “Métis Nation Legislative Assembly”.
11. Article 7.2.3 of the Métis Nation – Saskatchewan Citizenship Act, 1999 is repealed
12. Article 8.1.1 of the Métis Nation – Saskatchewan Citizenship Act 1999 is repealed
13. Article 8.1.2 of the Métis Nation – Saskatchewan Citizenship Act 1999 is repealed
14. Article 8.1.3 of the Métis Nation – Saskatchewan Citizenship Act 1999 is repealed
15. Article 8.1.4 of the Métis Nation – Saskatchewan Citizenship Act 1999 is repealed
16. Article 9 of the Métis Nation – Saskatchewan Citizenship Act 1999 is repealed

Motion 020: To approve Amendment 002 – Constitutional/Act Amendments (Senate).

Moved by Penny Hurton, seconded by Shirley Ross.

Motion carried.

Resolution 004 – Saskatchewan Métis Elections Act 2007:

Whereas the Annual General Assembly (2007) ratified the *Saskatchewan Métis Elections Act 2007* as passed by the Métis Nation Legislative Assembly on April 21, 2007;

Whereas the *Saskatchewan Métis Elections Act 2007* was intended to be used for the 2007 election, and provision was made within Article 17 of the *Constitution of the Métis Nation – Saskatchewan* that the Act “may be amended to apply to elections held after the election in 2007”

Whereas the former act (*The Métis Nation of Saskatchewan Election Act, 1999*) has been repealed and there may be on occasion the need to provide by-elections for executive or regional representatives; and

Whereas the *Saskatchewan Métis Elections Act 2007* provided appropriate legislation resulting in an orderly election in 2007;

Therefore be it resolved that the *Saskatchewan Métis Elections Act 2007* remain in full force and effect until other electoral legislation is adopted by the Métis Nation Legislative Assembly and Annual General Assembly.

Motion 021: To approve Resolution 004 – Saskatchewan Métis Elections Act 2007. Moved by Robert Doucette, seconded by Barry Robertson.

Motion carried.

Amendment 003: Amendment to the Preamble of the constitution of the Métis Nation – Saskatchewan:

(Existing:) – “While pursuing these objectives within Saskatchewan, we are also committed to cooperating with the members of the Métis Nation in the rest of the Métis homeland in order to develop a National Forum to represent our collective interests at the national and international levels.”

(Amendment to follow by stating:) – “Whereas, section 35 of the Constitution Act 1982 recognizes and affirms Métis as one of the three Aboriginal peoples of Canada and whereas the Métis Nation – Saskatchewan has adopted the national definition of Métis, we are further committed to promote a Federal Government policy of National Registration of Métis Citizens of Canada.

Motion 022: To omit wording “...*Federal Government policy*...” from amendment 003 – Amendment to the Preamble of the Constitution of the Métis Nation – Saskatchewan.

Moved by Don Dugan, seconded by Robert Pocha.

Motion carried.

Motion 023: To approve Amendment 003 – Amendment to the Preamble of the Constitution of the Métis Nation – Saskatchewan omitting the wording “...*Federal Government policy*...”

Moved by Pat Letendre, seconded by Curtis Britton.

Motion carried.

Resolution 005 – Interim Statement of Principles on Métis Consultation and Accommodation May 2008:

1. The Métis Nation – Saskatchewan (MN-S), in 2007, proposed to develop a consultation framework and as a result the Provincial Métis Council (PMC) authorized a duty to consult committee to oversee the project and report back to the PMC.
2. The committee consisted of Allan Morin Gabe Lafond, Marlene Hansen, Robert Lafontaine, Beverly Worsley, Karen Larocque, Mavis Taylor, Lennard Morin.
3. Community meetings were held throughout the province.
4. The Métis people through this consultation advised the PMC that:
 - a) Métis rights are to be respected and Métis peoples inherent rights as a self governing people were never extinguished in Saskatchewan;
 - b) Métis people recognize themselves as *one people, one Nation* as reflected by their governance and institutions, with all Métis citizens being equal;
 - c) Consultations and accommodation with the Crown are to be nation to nation and therefore only with the democratically

- elected Métis representatives as enumerated within the *Métis Act* and the *Constitution of the Métis Nation – Saskatchewan*;
- d) The Métis people are not of the opinion that meaningful consultation with the Crown is ongoing and that Métis must be assertive in expressing and defending their rights; and
 - e) An interim consultation that can be considered and discussed, is critical in aiding and assisting Métis representatives in their duties.

BE IT RESOLVED THAT, the document entitled, "Interim Statement of Principles on Métis Consultation and Accommodation May 2008" be adopted by this Métis Nation Legislative Assembly.

Motion 024: To approve Resolution 005 - Interim Statement of Principles on Métis Consultation and Accommodation May 2008.

Moved by Robert Doucette, seconded by Dorothy Fayant.

Motion carried.

Motion 025: To adjourn MNLA 2008 by Louis Gardner.

**Record of Motions
Annual General Assembly
September 8-9, 2008
TCU Place – Saskatoon, SK**

Motion AGA001: To ratify Amendment 001 – Provincial Métis Housing Articles of Incorporation as passed at MNLA 2008.
Moved by Greg Lawrence, seconded by Pat Letendre.
Motion carried.

Motion AGA002: To ratify Amendment 002 – Constitutional/Act Amendments (Senate) as passed at MNLA 2008.
Moved by Don Dugan, seconded by Shirley Ross.
Motion carried.

Motion AGA003: To ratify Saskatchewan Resolution 004 – Saskatchewan Métis Elections Act 2007 as passed at MNLA 2008.
Moved by Penny Hurton, seconded by Pat Letendre.
Motion carried.

Motion AGA004: To ratify Resolution 005– Interim Statement of Principles on Métis Consultation and Accommodation May 2008 as passed at MNLA 2008.
Moved by Robert Doucette, seconded by Bob McLeod.
Motion carried.

Motion AGA005: To ratify Amendment 003: Amendment to the Preamble of the constitution of the Métis Nation – Saskatchewan as passed at MNLA 2008.
Moved by Don Dugan, seconded by Robert Doucette.
Motion carried.

Motion AGA006: To ratify resolution to begin process to designate Cumberland House a National Historic Site.
Moved by Lennard Morin, seconded by Louis Gardner.
Motion carried.

Motion AGA007: For the MN-S to support the Saskatchewan Co-operative Fisherman's Association in its efforts to obtain an export license to market their products across Canada, into the United States and overseas.
Moved by Louis Gardner, seconded by Lennard Morin.
Motion carried.

Motion AGA008: To have constitutional amendments as first item on agenda for future Metis Nation Legislative Assemblies.
Moved by Shirley Ross, seconded by Penny Hurton.
Motion carried.

Motion AGA009: Whereas the MNLA approved the 2007 Elections Act; to include that bi-elections be held within ninety (90) days of position vacancy.
Moved by Al Rivard, seconded by Helene Johnson.
Motion carried.

Motion AGA010: For the MN-S to find resources to hold separate Women and Youth gatherings to duly elect representatives.
Moved by Max Morin, seconded by Pat Letendre.
Motion carried.

Motion AGA011: To establish process to withhold reimbursement cheques until the end of future MNLA/AGA gatherings.
Moved by Doug Fiddler, seconded by Tammy Mah.
Motion carried.

Motion AGA012: Be it resolved that Regional Directors report bi-annually in writing to Provincial Métis Council and respective regional locals including recent activities, progress and ventures on behalf of the Metis citizens in their area. Further that a job description be prepared and issued for the position of Regional Director within one (1) year of today's date.
Moved by Greg Lawrence, seconded by Shirley Ross.
Motion carried.

Motion AGA013: That travel reimbursement money be withheld until the end of the last day and that meal reimbursement money be issued upon arrival at future assemblies.
Moved by Doug Fiddler, seconded by Tammy Mah.
Motion carried.

AGA014: Whereas the Village of Ile a la Crosse is acquiring land outside of it's municipal boundaries for development purposes, be it resolved that this assembly of the MNLA support the Ile a la Crosse Sakitawak Metis Local in it's proposal to the Ile a la Crosse municipal government that all such lands be transferred in ownership to the Sakitawak Metis Local.
Moved by Jim Favel, seconded by Gabe Lafond.
Motion carried.

Motion AGA015: To hold future MNLA/AGA gatherings at the Batoche Historic site preceding Batoche days.
Moved by Doug Fiddler, seconded by Chris Perry.
Motion carried.

Motion AGA016: To have MN-S involvement to direct Metis residents of Wakama Valley in the process of consultation with the Municipality of Moose Jaw to protect traditional Metis land.

Moved by Greg Lawrence, seconded by Gabe Lafond.

Motion carried.

Motion AGA017: To request the MN-S determine where federal money in the amount of \$150,000 set aside for Metis Women was allocated to.

Moved by Julia Pitzel, seconded by Tammy Mah.

Motion carried.

Motion AGA018: That the MN-S contact the Lac Pelletier municipality in writing regarding the consultation process with Metis citizens with respect to any further development of this area.

Moved by Cecile Blanke, seconded by Derek Niedermayer.

Motion carried.

Motion AGA019: To adjourn by Shirley Ross.

Section

B

**Métis Nation – Saskatchewan Legislative Assembly
June 16, 2012 – Prince Albert**

Motion M001

Moved by: Myrtle Lockheed

Seconded by: Alex Morin

Therefore be it resolved that

We have established quorum and will not require another roll call.

For 46

Against 11

Abstain 3

Carried

Motion M002

Moved by: Shirley Ross

Seconded by: Angele Tousignant

Therefore, be it resolved that

To adopt the agenda with the addition of "Number 6 – Other"

For 57

Carried

Motion M003

Moved by: Viola Bell

Seconded by: Ethel Lee Flannigan

Therefore, be it resolved that

Kathy Hodgson-Smith and Will Goodon be the co-chairs of the 2012 Métis Nation Legislative Assembly.

For 44

Against 31

Carried

Motion 004

Moved by: Viola Bell

Seconded by: Tammy Mah

Therefore, be it resolved that

The MNLA accept the report of the MNLA Committee submitted by Allan Morin.

Abstain 1

Carried

Resolution 005

Moved by: Bryan Lee

Seconded by: Shirley Ross

Therefore, be it resolved that

We the duly authorized delegates of the MNLA hereby declare the elected term of office of the Provincial Metis Council has expired as of May 30, 2012.

For 20
Defeated

Motion M006

Moved by: Robert Doucette

Seconded by: Helene Johnson

Therefore, be it resolved that

Set the date for the next MN-S election for September 8, 2012

Against 1
Carried

Motion M007

Moved by: Robert Doucette

Seconded by: Monell Bailly

Therefore, be it resolved that

The Chief Electoral Officer for the 2012 election be Meyer Norris and Penny

Amendment to the Motion

If Meyer Norris and Penny does not accept, that Dickson Bailey be second and Annette Yarmovich be number 3.

Carried

Resolution M008

Moved by: Helene Johnson

Seconded by: Al Rivard

Therefore, be it resolved that

The PMC recommends that the MNLA Committee become the operations committee of the MN-S during the period August 2, 2012 to election date.

For 45
Carried

Motion M009

Moved by: Louis Gardiner

Seconded by: Shirley Ross

Therefore, be it resolved that

The budget for the 2012 election be capped at \$350,000.

Carried

Motion M010

Moved by: Al Rivard

Seconded by: Helene Johnson

Therefore, be it resolved that

the newly elected Provincial Metis Council immediately undertake province-wide consultations to review the current MN-S Constitution and to provide recommendations for amendments to the next MNLA.

For 78

Carried

Motion M011

Moved by: Darlene McKay

Seconded by: Bryan Lee

Therefore, be it resolved that

in accordance to our Constitutions that each Local in good standing receive an amount of \$500.00 per year to hold Local meetings. The monies can come from the MN-S admin. fees charged by the MN-S in the program contribution agreements, since the executive was supposed to be working with the Regional Director and the Presidents. When we say Local in good standing, that they meet the requirements of our the Constitution for Local's in good standing. The monies will help in paying for rent, coffee, paper, pens and other expenses that the Local's may incur for meetings.

Signed by:

Robert A. Pocha

Betty Fitzsimmons

Curtis Breaton

Barry Robertson

Garry Sinclair

Felix Mathieu

Darlene McKay

Blanche E. Pott

Carried

Motion M012

Moved by: Shirley Ross

Seconded by: Lennard Morin

Whereas: There are war veterans of all race, color and creed and whereas, many are Métis Veterans here in Saskatchewan and all over Canada

Whereas: There is a "Special" Service held here in Saskatoon on Remembrance Day – November 11th at the Credit Union Centre (and all over Canada) once a year in honour of our Veterans

Whereas: We mention our Veterans at most MNS meetings and at all functions, but is there a Representative from the Métis Nation, laying a wreath at the above center on November 11th on behalf of all Métis people – no there is not.

Therefore, be it resolved that

from this day forward, I would like to request that the MN-S President (whomever it may be at the time) or his/her representative, make proper arrangements to lay a wreath on behalf of all Métis people to honour our Veterans on November 11th at the Remembrance Day Service, held here in the City of Saskatoon.

Therefore be it further resolved that

the Métis Nation either rent a wreath every year from the Legion, or purchase one to have every year, if you can purchase one, you would need to pick it up after the service.

Moved by Shirley Ross/President of Local #159

Seconded: Dazawray Landrie-Parker

Signed by: Alex Morin

Pat Lentendre

Henry Cummings

Carried unanimously

Motion M013

Moved by: Bryan Lee

Seconded by: Tammy Mah

Motion to adjourn

Métis Nation Annual General Meeting – June 16, 2012, Prince Albert

Motion A001

Moved by: Al Rivard

Seconded by: May Henderson

Therefore, be it resolved that
the AGA accept and adopt the motions made by the MNLA.


July 25/16

Section

C



MÉTIS NATION – SASKATCHEWAN
MÉTIS NATION LEGISLATIVE ASSEMBLY
scheduled July 30 and 31, 2016

Minutes of the Métis Nation – Saskatchewan, Métis Nation Legislative Assembly scheduled July 30 and 31, 2016 in the Meeting Room, at the Gallagher Centre, 455 West Broadway, Yorkton, Saskatchewan, prepared by Carrie Peacock, Raincoast Ventures Ltd.

WELCOME – JULY 30, 2016

GRAND ENTRY and CALL TO ORDER

The Métis Nation Legislative Assembly was called to order on July 30, 2016 at 9:40 a.m. Métis dancers accompanied the Grand Entry of some Provincial Métis Council members, into the Assembly Hall.

Kristal Pederson performed the “Métis National Anthem” and “O Canada”.

OPENING COMMENTS

Mavis Taylor, Chief Executive Officer, welcomed attendees to the Métis Nation Legislative Assembly and extended thanks to representatives of the Ministry of Indigenous and Northern Affairs Canada, and Ernst & Young LLP for their guidance and support leading up to the Assembly.

WELCOMING REMARKS

Regional Director, Eastern Region 2A

Regional Director Derek Langan welcomed the Métis Nation Legislative Assembly to the community of Yorkton, Saskatchewan, noting that he proudly represented the region in a manner he hoped Elders would be pleased with and to which youth could aspire. He commended delegates for attending, and their demonstrated commitment to making the decisions required to enable the nation to move forward in a respectful and professional manner.

Métis Nation – Saskatchewan

President Robert Doucette offered thanks for the opportunity to work with the people of Saskatchewan, and to his family and others for their continued support over the years. He referenced concerns raised regarding the length of time since the prior Métis Nation Legislative Assembly, a tenant’s eviction from Batoche lands, the process that allowed only authorized delegates to speak at Assemblies, and the Métis Nation – Saskatchewan’s role in the Métis National Council’s election process. The President confirmed that he was not pursuing a future role within the Métis Nation – Saskatchewan in the pending election. In conclusion, he extended his best wishes to delegates and the Assembly.

A handwritten signature in black ink, appearing to be "R. Doucette", written over a horizontal line.

Métis National Council

Clément Chartier, QC, President, Métis National Council, (MNC) recognized some prior challenges Métis citizens had collectively overcome. He commended the Prime Minister's direction to the federal Ministers to work on a nation-to-nation basis with the Métis nation, which could lead to the brink of some significant changes. President Chartier affirmed his commitment to assist the next President of the Métis Nation – Saskatchewan, and extended best wishes to the Assembly.

Manitoba Metis Federation

No presentation provided.

Métis Nation of Alberta

No presentation provided.

Métis Nation British Columbia

No presentation provided.

Métis Nation of Ontario

France Picotte extended greetings on behalf of Margaret Froh, President, Métis Nation of Ontario (MNO). She acknowledged her appreciation for democracy and conveyed the MNO's support for the decisions of the Métis people of Saskatchewan.

Ministry of Indigenous and Northern Affairs Canada

Ian Ketcheson, Director, Métis and Non-Status Indian Relations, Indigenous and Northern Affairs Canada (INAC) extended thanks to the Assembly for welcoming him to attend, along with his colleagues Richard Quintal and Charles Marcoux. Delegates, who may have been on the cusp of choosing whether or not to participate, were commended for recognizing the importance of compromise, as their attendance enabled the Assembly to proceed on a path towards an election. Mr. Ketcheson emphasized the opportunity for delegates to reflect on the notion of reconciliation, so greatly needed within the Métis Nation – Saskatchewan.

Province of Saskatchewan

No presentation provided.

Health Break

The meeting recessed at 10:40 a.m. and reconvened at 11:55 a.m.

ROLL CALL OF ASSEMBLY DELEGATES

Mavis Taylor, Chief Executive Officer, conducted a Roll Call by reading aloud the names of the registered voting delegates. She subsequently confirmed a total of 90 voting delegates in attendance, and declared that the required quorum of 75 delegates had been achieved (see attached "List of Appendices" to locate a list of registered delegates).



APPOINTMENT OF SPEAKER FOR THE MÉTIS NATION – SASKATCHEWAN, MÉTIS NATION LEGISLATIVE ASSEMBLY AND CHAIRPERSON FOR THE ANNUAL GENERAL ASSEMBLY

It was MOVED (Derek Langan) and SECONDED (Penny Hurton)

WHEREAS Article 5 of the *Métis Nation of Saskatchewan Legislative Assembly Act* directs the Métis Nation – Saskatchewan Provincial Métis Council appoint a Speaker and Deputy Speaker for the Métis Nation – Saskatchewan, Métis Nation Legislative Assembly;

AND WHEREAS the Métis Nation – Saskatchewan Provincial Métis Council at the duly called meeting of the Métis Nation – Saskatchewan Provincial Métis Council held June 4 and 5, 2016 appointed Will Goodon and Kathy Hodgson-Smith as Speaker and Deputy Speaker for the Métis Nation – Saskatchewan, Métis Nation Legislative Assembly;

AND WHEREAS the Métis Nation – Saskatchewan Provincial Métis Council, subsequently recommended that Kathy Hodgson-Smith be appointed solely: as the Speaker (with no Deputy Speaker) for the Métis Nation – Saskatchewan, Métis Nation Legislative Assembly; and, as Chairperson for the Annual General Assembly;

THEREFORE BE IT RESOLVED THAT the Métis Nation – Saskatchewan, Métis Nation Legislative Assembly ratify the appointment of Kathy Hodgson-Smith, alone, as Speaker of the July 30-31, 2017 Métis Nation Legislative Assembly.

CARRIED (MNLA16-01)

(One delegate voted in opposition)

Kathy Hodgson-Smith, Speaker, explained that in order to advance reconciliation and ensure the progression of the Métis Nation Legislative Assembly, a modified and limited Métis Nation Legislative Assembly agenda had been unanimously agreed to in writing by the Provincial Métis Council, and was hereby proposed for consideration by the Assembly delegates.

ADOPTION OF THE AGENDA

See the attached "List of Appendices" for a list of items included in the July 30 and 31, 2016 Métis Nation Legislative Assembly Agenda binders

It was MOVED (Gerald Morin) and SECONDED (Robert Doucette)

That the Agenda for the Métis Nation – Saskatchewan, Métis Nation Legislative Assembly scheduled July 30 and 31, 2016 be adopted as follows:

1. Amendments to the *Saskatchewan Métis Elections Act 2007*;
2. Calling of Election; and
3. Appointment of the Chief Electoral Officer.

CARRIED (MNLA16-02)

(One delegate voted in opposition)



BUSINESS AGENDA – JULY 30, 2016

1. AMENDMENTS TO THE SASKATCHEWAN MÉTIS ELECTIONS ACT 2007

Delegates agreed by consensus, to forego a prepared presentation regarding the proposed amendments to the *Saskatchewan Métis Elections Act 2007*.

It was MOVED (Morley Norton) and SECONDED (May Henderson)

WHEREAS Her Majesty the Queen in Right of Canada, represented by the Minister of Indian Affairs and Northern Development (the "Government of Canada") agreed to provide funding to the Métis Nation – Saskatchewan as per the Funding Agreement (Agreement No: 1415-HQ-000097) entered into between the Government of Canada and the Métis Nation – Saskatchewan, on April 1, 2014, as amended by:

- The undated Amending Agreement entered into between the Government of Canada and the Métis Nation – Saskatchewan,
- The May 1, 2016 Amending Agreement entered into between the Government of Canada and the Métis Nation – Saskatchewan, and
- The June 2016 Amending Agreement entered into between the Government of Canada and the Métis Nation – Saskatchewan ("Amending Agreement #3")

(collectively, the "MN-S Agreement");

AND WHEREAS as part of the MN-S Agreement, an "Expert Advisor" must be retained;

AND WHEREAS the Métis Nation – Saskatchewan Secretariat Inc. has contracted with Ernst & Young LLP pursuant to an engagement letter dated June 17, 2016 and has appointed Ernst & Young LLP as the Expert Advisor;

AND WHEREAS the Métis Nation – Saskatchewan and Ernst & Young LLP agree that amendment of the *Saskatchewan Métis Elections Act 2007* is a matter relevant to carrying out the Métis Nation – Saskatchewan's obligations under the MN-S Agreement;

AND WHEREAS the Métis Nation – Saskatchewan Provincial Métis Council amended the *Saskatchewan Métis Elections Act 2007* in accordance with the recommendations provided by the Expert Advisor, Ernst & Young LLP, attached hereto as "Schedule A", on July 29, 2016;

THEREFORE BE IT RESOLVED THAT the Métis Nation – Saskatchewan, Métis Nation Legislative Assembly ratify the amendments to the *Saskatchewan Métis Elections Act 2007* in accordance with the recommendations provided by the Expert Advisor, Ernst & Young LLP, as follows (and described in the attached "Schedule A"):

1. In section 1, delete the words "for the general election in 2007 and may be adapted to all subsequent elections";
2. In section 2, in the definition of "declaration of election", delete the words "the general election in 2007 and any by-election after the general election in 2007" and substitute the words "a general election or by-election";



3. In section 2, delete the term and definition for "*Independent Oversight Committee*";
4. In section 3, delete the words "*in 2007*" and the accompanying footnote;
5. In section 28, delete subsection (2) and its heading and re-number subsection 28(1) as section 28;
6. In section 92, delete subsection (3) and its heading, and re-number the remaining subsections in section 92 accordingly;
7. In section 101, delete subsection (3) and its heading, and re-number the remaining subsections in section 101 accordingly;
8. In subsection 107(1), add the words "Unless authorized otherwise by the Chief Electoral Officer," to the beginning of the sentence;
9. In section 111, delete subsection (2) and its heading, and re-number the remaining subsections in section 111 accordingly;
10. In section 116, delete subsection (3) and its heading, and re-number the remaining subsections in section 116 accordingly;
11. In section 120, delete subsection (3) and its heading, and re-number the remaining subsections in section 120 accordingly;
12. Add a new section 127.1 to say: "No person shall disturb the peace and good order at a polling station";
13. Add a new section 127.2 to say:
 - (1) *Any person who places or displays campaign material in or on any premises used as a polling station is guilty of an offence, and*
 - (2) *Any person who uses, wears or displays or causes to be used, worn or displayed, any flag, ribbon, label, badge, or similar object in a polling station as campaign material, is guilty of an offence; and*
14. In Form 1 (VOTER REGISTRATION FORM) of the Schedule, delete the words "*in 2007*" and substitute the words "*to be held on [election day]*".

CARRIED UNANIMOUSLY (MNLA16-03)

2. CALLING OF ELECTION

It was MOVED (Robert Doucette) and SECONDED (Helene Johnson)

WHEREAS Article 28 of the *Saskatchewan Métis Elections Act 2007*, as amended, and Article 8(2) of the *Constitution of the Métis Nation – Saskatchewan* requires that the election day for the Executive and Regional Representatives of the Métis Nation – Saskatchewan Provincial Métis Council be held within four (4) years of the previous election;

AND WHEREAS the Métis Nation – Saskatchewan Provincial Métis Council has retained, pursuant to the advice of Ernst & Young LLP as Expert Advisor, the expertise of Lorne Gibson, Election Consultant, to advise on the process required to ensure the running of an election pursuant to the *Saskatchewan Métis Elections Act 2007*, as amended;

AND WHEREAS Ernst & Young LLP and Mr. Gibson have advised the Métis Nation – Saskatchewan Provincial Métis Council on the proper timing for the holding of an election and have recommended an election day of February 4, 2017;



AND WHEREAS the Métis Nation – Saskatchewan Provincial Métis Council seeks to have an election that is in accordance with Article 1 of the *Saskatchewan Métis Elections Act 2007*, as amended, that promotes the meaningful exercise of the democratic rights and freedoms of the Métis citizens in Saskatchewan;

AND WHEREAS on July 29, 2016 the Métis Nation – Saskatchewan Provincial Métis Council set an election day for the Executive and Regional Representatives of the Métis Nation – Saskatchewan Provincial Métis Council as February 4, 2017;

THEREFORE BE IT RESOLVED THAT the Métis Nation – Saskatchewan, Métis Nation Legislative Assembly ratify the decision of the Métis Nation – Saskatchewan Provincial Métis Council to set an election day for the Executive and Regional Representatives of the Métis Nation – Saskatchewan Provincial Métis Council as February 4, 2017.

CARRIED UNANIMOUSLY (MNLA16-04)

3. **APPOINTMENT OF THE CHIEF ELECTORAL OFFICER**

It was MOVED (Wayne Whitford) and SECONDED (Chester Herman)

WHEREAS Section 92 of the *Saskatchewan Métis Elections Act 2007*, as amended, directs the Métis Nation – Saskatchewan, Métis Nation Legislative Assembly to appoint by resolution a Chief Electoral Officer for the election set for February 4, 2017;

AND WHEREAS the Métis Nation – Saskatchewan Provincial Métis Council recommends the appointment of Fred Payton to serve as the Chief Electoral Officer for the election set for February 4, 2017;

AND WHEREAS on July 29, 2016 the Métis Nation – Saskatchewan Provincial Métis Council recommended the Métis Nation – Saskatchewan, Métis Nation Legislative Assembly appoint Fred Payton to serve as the Chief Electoral Officer for the election set for February 4, 2017;

THEREFORE BE IT RESOLVED THAT the Métis Nation – Saskatchewan, Métis Nation Legislative Assembly ratify the appointment of the Métis Nation – Saskatchewan Provincial Métis Council of Fred Payton, to serve as the Chief Electoral Officer for the election set for February 4, 2017.

CARRIED (MNLA16-05)

(One delegate voted in opposition)

ANNUAL GENERAL ASSEMBLY

Given the early conclusion of the Métis Nation – Saskatchewan, Métis Nation Legislative Assembly, delegates discussed holding the Métis Nation – Saskatchewan Annual General Assembly on July 30, 2016 at 2:00 p.m., rather than on July 31, 2016 at 1:00 p.m. (as scheduled). It was suggested that as notice for the July 31, 2016 Annual General Meeting had been circulated in advance, the date and time of the meeting should not be adjusted.



It was MOVED and SECONDED

That the Métis Nation Saskatchewan Annual General Assembly scheduled July 31, 2016 at 1:00 p.m. be held July 30, 2016 at 2:00 p.m., and that presentations initially intended for review at the Métis Nation – Saskatchewan, Métis Nation Legislative Assembly, be provided during the July 30, 2016 Annual General Assembly.

MOTION WITHDRAWN

CONCLUSION AND CLOSING COMMENTS

Prior to concluding, delegates extended appreciation to the Elders and veterans in attendance.

It was MOVED (Chester Herman) and SECONDED (Robert St. Pierre)

That the Métis Nation – Saskatchewan, Métis Nation Legislative Assembly scheduled July 30 and 31, 2016, now conclude.

CARRIED UNANIMOUSLY (MNLA16-06)

(TIME: July 30, 2016 at 12:48 p.m.)

* * * * *

LIST OF ATTACHMENTS

The following items were referred to at the Métis Nation Legislative Assembly:

1. List of Voting Delegates
2. List of Items Included in the Assembly Agenda Binders
3. Schedule A: Amendments to the *Saskatchewan Métis Elections Act (2007)*



MÉTIS NATION – SASKATCHEWAN
MÉTIS NATION LEGISLATIVE ASSEMBLY
scheduled July 30 and 31, 2016

VOTING DELEGATES
(RR – denotes Regional Representatives)

Northern Region #1 1. Augier, Allen 2. Cook, Earl (RR) 3. Fiss, Curtis 4. Sanderson, Pam	Northern Region #2 1. Chartier, Napoleon 2. Herman, Chester (RR) 3. Herman, Dean 4. Janvier, Donna 5. Janvier, Emeillien 6. Montrand, Delphine 7. Montrand, John 8. Sylvestre, Leonnard 9. Toulejour, Archie	Northern Region #3 1. Daigneault, Nick 2. Derocher, Jimmy 3. Lafeur, Eugenie 4. Laliberte, Ernest 5. McCallum, George 6. McCallum, Glen (RR) 7. Maurice, Mervin 8. Roy, Kelvin 9. Tinker, Gary
Eastern Region #1 1. Fiddler, Joe 2. Morin, Lennard (RR)	Eastern Region #2 1. Bell, Viola 2. Colby, Ethel Lee 3. Crook, Dave 4. Genaille, Dianne 5. Johnson, Helene (RR) 6. St. Dennis, Marshall	Region Eastern Region #2A 1. Langan, Derek (RR) 2. Martin, Ken 3. Martin, Leo 4. Paul, Wayne 5. Peltier, Gale 6. Peltier, Mervin
Eastern Region #3 1. Desjarlais, Dawn 2. Friesen, Marg 3. Kapell, Shelly (RR) 4. Roy, Marina	Western Region #1 1. Bell, Michael (RR) 2. Boyer, Warren 3. Brady, Theresa 4. Flannigan, Merlin 5. Ludviksen, Debra 6. Parker, Darrel 7. Poitras, Angela 8. Pouliot, Marjorie 9. Pritchett, Melanie	Western Region #1A 1. Delorme, Carol 2. Kennedy, Billy (RR) 3. Racette, Myrtle 4. Trotchie, Becky
Western Region #2 1. Arcand, Ralph 2. Berube, Darlene 3. Breaton, Curtis 4. Fiddler, Ray 5. Letendre, Pat 6. Link, Leah 7. McKay, Darlene (RR) 8. Mathieu, Felix 9. Pocha, Bob 10. Pott, Blanche	Western Region #2A 1. Card, Barbara Ann 2. Falcon, Barry 3. Hurton, Penny (RR) 4. Isbister, Shirley 5. Major, Rebecca 6. Quiring-Reimer, Dawn 7. Ross, Shirley 8. Unrau, Shannon 9. Whitford, Wayne 10. Wright, Chad	Western Region #3 1. Arnold, Lela (RR) 2. Blanke, Cecile 3. Gaudry, Randy 4. Norton, Morley 5. Paradon, Braden 6. Perry, Bill 7. Woelk, Ron
Youth 1. Bell, Jaycee 2. Breaton, Cody 3. Desjarlais, Shayla 4. Ormerod, Jocelyn 5. Swan, Renita	Women 1. Bailey, Monell 2. Larocque, Karen 3. McBride, Noreen 4. McGillis, Jennette 5. Mah, Tammy	Executive 1. Doucette, Robert 2. Gardiner, Louis 3. Henderson, May 4. Morin, Gerald

MÉTIS NATION – SASKATCHEWAN
MÉTIS NATION LEGISLATIVE ASSEMBLY
scheduled July 30 and 31, 2016

Information Items Provided

- Tab 1:
1. Notice of the Métis Nation – Saskatchewan Legislative Assembly / General Assembly July 30-31, 2016
- Tab 2:
2. Correspondence from EY to Local Presidents/Members and PMC Members, regarding “Preparation for Upcoming MNLA to be held on July 30-31, 2016”, dated May 30, 2016
- Tab 5:
3. Minutes of the Métis Nation – Saskatchewan Legislative Assembly, held June 16, 2012 – Prince Albert
4. Minutes of the Métis Nation Annual General Meeting, held June 16, 2012 – Prince Albert
- Tab 6:
5. Funding Agreement (Agreement No: 1415-HQ-000097) entered into between the Government of Canada and the Métis Nation – Saskatchewan, on April 1, 2014
6. The undated Amending Agreement entered into between the Government of Canada and the Métis Nation – Saskatchewan,
7. The May 1, 2016 Amending Agreement entered into between the Government of Canada and the Métis Nation – Saskatchewan, and
8. The June 2016 Amending Agreement entered into between the Government of Canada and the Métis Nation – Saskatchewan (“Amending Agreement #3”)
- Tab 7:
9. Engagement letter from EY to Robert Doucette and Gerald Morin, dated February 17, 2016
10. Letter from EY to Robert Doucette and Gerald Morin acknowledging revisions to the February 17, 2016 engagement letter, dated May 1, 2016
11. Engagement letter from EY to Robert Doucette and Gerald Morin, dated June 17, 2016
- Tab 8:
12. Engagement letter from Lorne Gibson, Election Consultant, to Robert Doucette and/or Gerald Morin, Dated June 29, 2016
- Tab 9:
13. Correspondence sent from Cuelenaere, Kendall, Katzman & Watson LLP (MN-S Legal Counsel) to Directors of Métis Nation – Saskatchewan subsidiary organizations on July 22, 2016, requesting minutes, books and records within 5 days to avoid legal proceedings
- Tab 11:
14. Correspondence from the Minister of Aboriginal Affairs and Northern Development to the President, Métis Nation – Saskatchewan, dated October 1, 2014, advising that federal government payments were being halted effective November 1, 2014, as the MN-S was in default of its agreement
- Tab 12:
15. Financial Statements of Métis Nation – Saskatchewan Secretariat Inc., for the year ended March 31, 2011
16. Financial Statements of Métis Nation – Saskatchewan Secretariat Inc., for the year ended March 31, 2012
17. Financial Statements of Métis Nation – Saskatchewan Secretariat Inc., for the years ended March 31, 2013 and 2012
18. Financial Statements of Métis Nation – Saskatchewan Secretariat Inc., for the year ended March 31, 2014
- Tab 13:
19. Financial Statements of Provincial Métis Holdco Inc., for the years ended December 31, 2012 and 2011
20. Financial Statements of Provincial Métis Holdco Inc., for the year ended December 31, 2013
- Tab 14:
21. Métis Nation – Saskatchewan Secretariat Inc., Audit Findings Report for the years ended March 31, 2014

ATTACHMENT #2

Tab 15:

- 22. Indian and Northern Affairs Canada, Audit of the Métis Nation – Saskatchewan, dated March 2012

Tab 16:

- 23. Resolutions submitted by members for consideration at the July 30 and 31, 2016 Métis Nation Legislative Assembly
- 24. Resolutions submitted by members for consideration at the July 30 and 31, 2016 Métis Nation Legislative Assembly (Rejected Resolutions)

Tab 18:

- 25. Ruling by the Queen's Bench for Saskatchewan, dated June 28, 2013 (Citation: 2013 SKQB 257)
- 26. Ruling by the Queen's Bench for Saskatchewan, dated March 20, 2014 (Docket: Q.B. 1519/2013)
- 27. Ruling by the Queen's Bench for Saskatchewan, dated December 22, 2014 (Citation: 2014 SKQB 421)

Tab 19:

- 28. Corporate Registry Profile Report: Métis Nation – Saskatchewan Secretariat Inc., dated September 4, 2013
- 29. Corporate Registry Profile Report: Métis Nation – Saskatchewan Secretariat Inc., dated January 15, 2015
- 30. Corporate Registry Profile Report: The Métis Society of Saskatchewan Inc., dated July 18, 2016
- 31. Corporate Registry Profile Report: The Métis Society of Saskatchewan Inc., dated May 30, 2016
- 32. Corporate Registry Profile Report: The Provincial Métis Housing Corporation, dated July 18, 2016
- 33. Corporate Registry Profile Report: Provincial Métis Holdco Inc., dated July 18, 2016
- 34. Certificate of Incorporation, for Round Prairie Ventures Incorporated, dated December 18, 2008
- 35. Corporate Registry Profile Report: Round Prairie Ventures Incorporated, dated July 18, 2016
- 36. Corporate Registry Profile Report: BTB Festival Days Inc., dated July 18, 2016
- 37. Corporate Registry Profile Report: BTB Land Management Inc., dated July 18, 2016
- 38. Corporate Registry Profile Report: BTB Land Management Inc., dated September 23, 2014
- 39. Corporate Registry Profile Report: Round Prairie Developments Ltd., dated July 29, 2013
- 40. Corporate Registry Profile Report: Round Prairie Developments Ltd., dated July 19, 2016

Tab 20:

- 41. Correspondence from the W. Law Group to President Doucette, offering an opinion on the validity of resolutions, dated July 5, 2012

Tab 21:

- 42. Counter offer for the purchase of property at 219 Robin Crescent, Saskatoon, Saskatchewan, between the Provincial Métis Holdco Inc. and Duchuk Holdings, dated May 26, 2009
- 43. Minutes of the Provincial Métis Holdco Inc., Board of Directors Meeting held June 11, 2009
- 44. Offer to purchase the property at 219 Robin Crescent, Saskatoon, Saskatchewan, between the Provincial Métis Holdco Inc. and Duchuk Holdings, dated May 26, 2009
- 45. Correspondence from the W. Law Group to President Doucette, regarding the funds from the sale of 219 Robin Crescent, Saskatoon, Saskatchewan, dated August 2, 2013 (and a list of related transactions)
- 46. Demand Promissory Note dated August 1, 2012, in the amount of \$150,000, for a loan to be paid by the Métis Nation – Saskatchewan Secretariat Inc. to Provincial Métis Holdco Inc.

Tab 22:

- 47. Information regarding "Métis Nation – Saskatchewan, Treasurer", 2012/13
- 48. Notice of Seizure of Account, in a judgement against the Métis Nation – Saskatchewan Secretariat Inc., for the amount of \$11,863.87 effective August 28, 2013
- 49. Certificate of a judgement against the Métis Nation – Saskatchewan Secretariat Inc., for the amount of \$11,863.87 at the suit of John Robert Lafontaine, dated June 7, 2013

Tab 23:

- 50. Constitution of the Métis Nation – Saskatchewan
- 51. Métis Nation of Saskatchewan Legislative Assembly Act
- 52. Bylaws, Métis Nation – Saskatchewan Secretariat Inc.
- 53. The Métis Act
- 54. Métis Nation of Saskatchewan Citizenship Act
- 55. Métis Nation of Saskatchewan Senate Act

ATTACHMENT #2

Tab 24:

56. Report by Tom Isaac, titled "A Matter of National and Constitutional Import: Report of the Minister's Special Representative on Reconciliation with Métis: Section 35 Métis Rights and the Manitoba Metis Federation Decision", dated June 14, 2016

Tab 25:

57. "Cuthbert Grant Declaration"

Additional Information:

58. Métis Nation – Saskatchewan Secretariat Inc., Ernst & Young Inc. Report to the Métis Nation Legislative Assembly, dated July 29, 2016
59. Annual Report of the Clarence Campeau Development Fund, dated 2015
60. Financial Statements for the Métis Family and Community Justice Services of Saskatchewan Inc., for the year ended March 31, 2016
61. Métis Family and Community Justice Services of Saskatchewan Inc., Annual Report, 2016-2017
62. Information on the SaskMetis Economic Development Corporation, dated March 31, 2016
63. SaskMetis Economic Development Corporation Financial Statements, dated March 31, 2016
64. Minutes of the Métis Nation – Saskatchewan Provincial Métis Council Meetings held 2015 to 2016
65. Saskatchewan Métis Elections Act 2007
66. Information compiled regarding the Métis Nation – Saskatchewan 2012 Election Process

SCHEDULE A
Proposed Amendments to the
Saskatchewan Metis Elections Act (2007)

The Saskatchewan Metis Elections Act was written prior to the 2007 PMC elections and was specific to those elections. I believe that the thought at the time was that if this legislation proved to be a solid foundation for Saskatchewan Metis elections that it would later be amended to make it applicable to subsequent elections. Following the 2007 election, then Chief Electoral Officer, David Hamilton remarked in his election report that "The Act ... worked remarkably well. For the most part, very little change is required to the Act." The major amendment required to the Act is to make it applicable to elections other than the 2007 election.

The 2012 PMC elections run by Myers Norris Penny (MNP) were conducted without proper legislative authority. The *Saskatchewan Metis Elections Act (2007)* was used as a guide but there were many deviations from the Act. In fact, any decision of the Chief Electoral Officer could have been challenged in 2012 not to mention the legitimacy of the entire election. MNP also recommended that the Act be amended to make it applicable to future elections following the 2012 election.

Application of the Act

Issue:

The *Act* applies only to the 2007 election. Until the *Act* is amended, there is no elections law applicable to future general elections or by-elections. This is the single most important recommendation for change to the *Act*.

Recommendation:

The *Act* should be amended to apply to all future general elections and by-elections of the Provincial Métis Council.

Suggested Amendments:

1. In section 1, delete the words "*for the general election in 2007 and may be adapted to all subsequent elections*".
2. In section 2, in the definition of "declaration of election", delete the words "*the general election in 2007 and any by-election after the general election in 2007*" and substitute the words "*a general election or by-election*".
3. In section 2, delete the term and definition for "*Independent Oversight Committee*".
4. In section 3, delete the words "*in 2007*" and the accompanying footnote.
5. In section 28, delete subsection (2) and its heading and re-number subsection 28(1) as section 28.

6. In section 92, delete subsection (3) and its heading, and re-number the remaining subsections in section 92 accordingly.
7. In section 101, delete subsection (3) and its heading, and re-number the remaining subsections in section 101 accordingly.
8. In section 111, delete subsection (2) and its heading, and re-number the remaining subsections in section 111 accordingly.
9. In section 116, delete subsection (3) and its heading, and re-number the remaining subsections in section 116 accordingly.
10. In section 120, delete subsection (3) and its heading, and re-number the remaining subsections in section 120 accordingly.
11. In Form 1 (VOTER REGISTRATION FORM) of the Schedule, delete the words "in 2007" and substitute the words "to be held on [election day]".

Qualifications of Election Officers

Issue:

In the short time frame available to plan and prepare for elections it is not always possible for the Chief Electoral Officer or the Regional Returning Officer to recruit qualified, experienced and dependable eligible voters to fill the roles of election officers. This challenge of recruitment becomes particularly problematic following training when an individual decides not to fulfill their commitment to work or on the day of advance voting or on election day when an election officer quits unexpectedly or doesn't show up for their assigned duties and a replacement must be found in a hurry.

Recommendation:

In such situations, authority should be provided for the Chief Electoral Officer to authorize the appointment of a non-voter to an election officer position.

Suggested Amendment:

12. In subsection 107(1), add the words "Unless authorized otherwise by the Chief Electoral Officer," to the beginning of the sentence.

Improper Influence at a Poll

Issue:

There are no prohibitions against disrupting a poll or posting campaign material at a poll.

Recommendations:

It should be clear that it is an offence to disrupt the proceedings at a poll. It should be an offence to post campaign material in a polling station.

Suggested Amendments:

13. A new section 127.1 should be added to say, "No person shall disturb the peace and good order at a polling station."

14. A new section 127.2 should be added to say,

127.2:

(1) Any person who places or displays campaign material in or on any premises used as a polling station is guilty of an offence, and

(2) Any person who uses, wears or displays or causes to be used, worn or displayed any flag, ribbon, label, badge, or similar object in a polling station as campaign material is guilty of an offence



MÉTIS NATION – SASKATCHEWAN
MÉTIS NATION LEGISLATIVE ASSEMBLY
scheduled July 30 and 31, 2016

Minutes of the Métis Nation – Saskatchewan, Métis Nation Legislative Assembly scheduled July 30 and 31, 2016 in the Meeting Room, at the Gallagher Centre, 455 West Broadway, Yorkton, Saskatchewan, prepared by Carrie Peacock, Raincoast Ventures Ltd.

WELCOME – JULY 30, 2016

GRAND ENTRY and CALL TO ORDER

The Métis Nation Legislative Assembly was called to order on July 30, 2016 at 9:40 a.m. Métis dancers accompanied the Grand Entry of some Provincial Métis Council members, into the Assembly Hall.

Kristal Pederson performed the “Métis National Anthem” and “O Canada”.

OPENING COMMENTS

Mavis Taylor, Chief Executive Officer, welcomed attendees to the Métis Nation Legislative Assembly and extended thanks to representatives of the Ministry of Indigenous and Northern Affairs Canada, and Ernst & Young LLP for their guidance and support leading up to the Assembly.

WELCOMING REMARKS

Regional Director, Eastern Region 2A

Regional Director Derek Langan welcomed the Métis Nation Legislative Assembly to the community of Yorkton, Saskatchewan, noting that he proudly represented the region in a manner he hoped Elders would be pleased with and to which youth could aspire. He commended delegates for attending, and their demonstrated commitment to making the decisions required to enable the nation to move forward in a respectful and professional manner.

Métis Nation – Saskatchewan

President Robert Doucette offered thanks for the opportunity to work with the people of Saskatchewan, and to his family and others for their continued support over the years. He referenced concerns raised regarding the length of time since the prior Métis Nation Legislative Assembly, a tenant’s eviction from Batoche lands, the process that allowed only authorized delegates to speak at Assemblies, and the Métis Nation – Saskatchewan’s role in the Métis National Council’s election process. The President confirmed that he was not pursuing a future role within the Métis Nation – Saskatchewan in the pending election. In conclusion, he extended his best wishes to delegates and the Assembly.

A handwritten signature in black ink, appearing to read "Robert Doucette".

Métis National Council

Clément Chartier, QC, President, Métis National Council, (MNC) recognized some prior challenges Métis citizens had collectively overcome. He commended the Prime Minister's direction to the federal Ministers to work on a nation-to-nation basis with the Métis nation, which could lead to the brink of some significant changes. President Chartier affirmed his commitment to assist the next President of the Métis Nation – Saskatchewan, and extended best wishes to the Assembly.

Manitoba Metis Federation

No presentation provided.

Métis Nation of Alberta

No presentation provided.

Métis Nation British Columbia

No presentation provided.

Métis Nation of Ontario

France Picotte extended greetings on behalf of Margaret Froh, President, Métis Nation of Ontario (MNO). She acknowledged her appreciation for democracy and conveyed the MNO's support for the decisions of the Métis people of Saskatchewan.

Ministry of Indigenous and Northern Affairs Canada

Ian Ketcheson, Director, Métis and Non-Status Indian Relations, Indigenous and Northern Affairs Canada (INAC) extended thanks to the Assembly for welcoming him to attend, along with his colleagues Richard Quintal and Charles Marcoux. Delegates, who may have been on the cusp of choosing whether or not to participate, were commended for recognizing the importance of compromise, as their attendance enabled the Assembly to proceed on a path towards an election. Mr. Ketcheson emphasized the opportunity for delegates to reflect on the notion of reconciliation, so greatly needed within the Métis Nation – Saskatchewan.

Province of Saskatchewan

No presentation provided.

Health Break

The meeting recessed at 10:40 a.m. and reconvened at 11:55 a.m.

ROLL CALL OF ASSEMBLY DELEGATES

Mavis Taylor, Chief Executive Officer, conducted a Roll Call by reading aloud the names of the registered voting delegates. She subsequently confirmed a total of 90 voting delegates in attendance, and declared that the required quorum of 75 delegates had been achieved (see attached "List of Appendices" to locate a list of registered delegates).



APPOINTMENT OF SPEAKER FOR THE MÉTIS NATION – SASKATCHEWAN, MÉTIS NATION LEGISLATIVE ASSEMBLY AND CHAIRPERSON FOR THE ANNUAL GENERAL ASSEMBLY

It was MOVED (Derek Langan) and SECONDED (Penny Hurton)

WHEREAS Article 5 of the *Métis Nation of Saskatchewan Legislative Assembly Act* directs the Métis Nation – Saskatchewan Provincial Métis Council appoint a Speaker and Deputy Speaker for the Métis Nation – Saskatchewan, Métis Nation Legislative Assembly;

AND WHEREAS the Métis Nation – Saskatchewan Provincial Métis Council at the duly called meeting of the Métis Nation – Saskatchewan Provincial Métis Council held June 4 and 5, 2016 appointed Will Goodon and Kathy Hodgson-Smith as Speaker and Deputy Speaker for the Métis Nation – Saskatchewan, Métis Nation Legislative Assembly;

AND WHEREAS the Métis Nation – Saskatchewan Provincial Métis Council, subsequently recommended that Kathy Hodgson-Smith be appointed solely: as the Speaker (with no Deputy Speaker) for the Métis Nation – Saskatchewan, Métis Nation Legislative Assembly; and, as Chairperson for the Annual General Assembly;

THEREFORE BE IT RESOLVED THAT the Métis Nation – Saskatchewan, Métis Nation Legislative Assembly ratify the appointment of Kathy Hodgson-Smith, alone, as Speaker of the July 30-31, 2017 Métis Nation Legislative Assembly.

CARRIED (MNLA16-01)

(One delegate voted in opposition)

Kathy Hodgson-Smith, Speaker, explained that in order to advance reconciliation and ensure the progression of the Métis Nation Legislative Assembly, a modified and limited Métis Nation Legislative Assembly agenda had been unanimously agreed to in writing by the Provincial Métis Council, and was hereby proposed for consideration by the Assembly delegates.

ADOPTION OF THE AGENDA

See the attached "List of Appendices" for a list of items included in the July 30 and 31, 2016 Métis Nation Legislative Assembly Agenda binders

It was MOVED (Gerald Morin) and SECONDED (Robert Doucette)

That the Agenda for the Métis Nation – Saskatchewan, Métis Nation Legislative Assembly scheduled July 30 and 31, 2016 be adopted as follows:

1. Amendments to the *Saskatchewan Métis Elections Act 2007*;
2. Calling of Election; and
3. Appointment of the Chief Electoral Officer.

CARRIED (MNLA16-02)

(One delegate voted in opposition)



BUSINESS AGENDA – JULY 30, 2016

1. AMENDMENTS TO THE SASKATCHEWAN MÉTIS ELECTIONS ACT 2007

Delegates agreed by consensus, to forego a prepared presentation regarding the proposed amendments to the *Saskatchewan Métis Elections Act 2007*.

It was MOVED (Morley Norton) and SECONDED (May Henderson)

WHEREAS Her Majesty the Queen in Right of Canada, represented by the Minister of Indian Affairs and Northern Development (the "Government of Canada") agreed to provide funding to the Métis Nation – Saskatchewan as per the Funding Agreement (Agreement No: 1415-HQ-000097) entered into between the Government of Canada and the Métis Nation – Saskatchewan, on April 1, 2014, as amended by:

- The undated Amending Agreement entered into between the Government of Canada and the Métis Nation – Saskatchewan,
- The May 1, 2016 Amending Agreement entered into between the Government of Canada and the Métis Nation – Saskatchewan, and
- The June 2016 Amending Agreement entered into between the Government of Canada and the Métis Nation – Saskatchewan ("Amending Agreement #3")

(collectively, the "MN-S Agreement");

AND WHEREAS as part of the MN-S Agreement, an "Expert Advisor" must be retained;

AND WHEREAS the Métis Nation – Saskatchewan Secretariat Inc. has contracted with Ernst & Young LLP pursuant to an engagement letter dated June 17, 2016 and has appointed Ernst & Young LLP as the Expert Advisor;

AND WHEREAS the Métis Nation – Saskatchewan and Ernst & Young LLP agree that amendment of the *Saskatchewan Métis Elections Act 2007* is a matter relevant to carrying out the Métis Nation – Saskatchewan's obligations under the MN-S Agreement;

AND WHEREAS the Métis Nation – Saskatchewan Provincial Métis Council amended the *Saskatchewan Métis Elections Act 2007* in accordance with the recommendations provided by the Expert Advisor, Ernst & Young LLP, attached hereto as "Schedule A", on July 29, 2016;

THEREFORE BE IT RESOLVED THAT the Métis Nation – Saskatchewan, Métis Nation Legislative Assembly ratify the amendments to the *Saskatchewan Métis Elections Act 2007* in accordance with the recommendations provided by the Expert Advisor, Ernst & Young LLP, as follows (and described in the attached "Schedule A"):

1. In section 1, delete the words "for the general election in 2007 and may be adapted to all subsequent elections";
2. In section 2, in the definition of "declaration of election", delete the words "the general election in 2007 and any by-election after the general election in 2007" and substitute the words "a general election or by-election";



3. In section 2, delete the term and definition for "*Independent Oversight Committee*";
4. In section 3, delete the words "*in 2007*" and the accompanying footnote;
5. In section 28, delete subsection (2) and its heading and re-number subsection 28(1) as section 28;
6. In section 92, delete subsection (3) and its heading, and re-number the remaining subsections in section 92 accordingly;
7. In section 101, delete subsection (3) and its heading, and re-number the remaining subsections in section 101 accordingly;
8. In subsection 107(1), add the words "Unless authorized otherwise by the Chief Electoral Officer," to the beginning of the sentence;
9. In section 111, delete subsection (2) and its heading, and re-number the remaining subsections in section 111 accordingly;
10. In section 116, delete subsection (3) and its heading, and re-number the remaining subsections in section 116 accordingly;
11. In section 120, delete subsection (3) and its heading, and re-number the remaining subsections in section 120 accordingly;
12. Add a new section 127.1 to say: "No person shall disturb the peace and good order at a polling station";
13. Add a new section 127.2 to say:
 - (1) Any person who places or displays campaign material in or on any premises used as a polling station is guilty of an offence, and
 - (2) Any person who uses, wears or displays or causes to be used, worn or displayed, any flag, ribbon, label, badge, or similar object in a polling station as campaign material, is guilty of an offence; and
14. In Form 1 (VOTER REGISTRATION FORM) of the Schedule, delete the words "*in 2007*" and substitute the words "*to be held on [election day]*".

CARRIED UNANIMOUSLY (MNLA16-03)

2. CALLING OF ELECTION

It was MOVED (Robert Doucette) and SECONDED (Helene Johnson)

WHEREAS Article 28 of the *Saskatchewan Métis Elections Act 2007*, as amended, and Article 8(2) of the *Constitution of the Métis Nation – Saskatchewan* requires that the election day for the Executive and Regional Representatives of the Métis Nation – Saskatchewan Provincial Métis Council be held within four (4) years of the previous election;

AND WHEREAS the Métis Nation – Saskatchewan Provincial Métis Council has retained, pursuant to the advice of Ernst & Young LLP as Expert Advisor, the expertise of Lorne Gibson, Election Consultant, to advise on the process required to ensure the running of an election pursuant to the *Saskatchewan Métis Elections Act 2007*, as amended;

AND WHEREAS Ernst & Young LLP and Mr. Gibson have advised the Métis Nation – Saskatchewan Provincial Métis Council on the proper timing for the holding of an election and have recommended an election day of February 4, 2017;



AND WHEREAS the Métis Nation – Saskatchewan Provincial Métis Council seeks to have an election that is in accordance with Article 1 of the *Saskatchewan Métis Elections Act 2007*, as amended, that promotes the meaningful exercise of the democratic rights and freedoms of the Métis citizens in Saskatchewan;

AND WHEREAS on July 29, 2016 the Métis Nation – Saskatchewan Provincial Métis Council set an election day for the Executive and Regional Representatives of the Métis Nation – Saskatchewan Provincial Métis Council as February 4, 2017;

THEREFORE BE IT RESOLVED THAT the Métis Nation – Saskatchewan, Métis Nation Legislative Assembly ratify the decision of the Métis Nation – Saskatchewan Provincial Métis Council to set an election day for the Executive and Regional Representatives of the Métis Nation – Saskatchewan Provincial Métis Council as February 4, 2017.

CARRIED UNANIMOUSLY (MNLA16-04)

3. **APPOINTMENT OF THE CHIEF ELECTORAL OFFICER**

It was MOVED (Wayne Whitford) and SECONDED (Chester Herman)

WHEREAS Section 92 of the *Saskatchewan Métis Elections Act 2007*, as amended, directs the Métis Nation – Saskatchewan, Métis Nation Legislative Assembly to appoint by resolution a Chief Electoral Officer for the election set for February 4, 2017;

AND WHEREAS the Métis Nation – Saskatchewan Provincial Métis Council recommends the appointment of Fred Payton to serve as the Chief Electoral Officer for the election set for February 4, 2017;

AND WHEREAS on July 29, 2016 the Métis Nation – Saskatchewan Provincial Métis Council recommended the Métis Nation – Saskatchewan, Métis Nation Legislative Assembly appoint Fred Payton to serve as the Chief Electoral Officer for the election set for February 4, 2017;

THEREFORE BE IT RESOLVED THAT the Métis Nation – Saskatchewan, Métis Nation Legislative Assembly ratify the appointment of the Métis Nation – Saskatchewan Provincial Métis Council of Fred Payton, to serve as the Chief Electoral Officer for the election set for February 4, 2017.

CARRIED (MNLA16-05)

(One delegate voted in opposition)

ANNUAL GENERAL ASSEMBLY

Given the early conclusion of the Métis Nation – Saskatchewan, Métis Nation Legislative Assembly, delegates discussed holding the Métis Nation – Saskatchewan Annual General Assembly on July 30, 2016 at 2:00 p.m., rather than on July 31, 2016 at 1:00 p.m. (as scheduled). It was suggested that as notice for the July 31, 2016 Annual General Meeting had been circulated in advance, the date and time of the meeting should not be adjusted.



It was MOVED and SECONDED

That the Métis Nation Saskatchewan Annual General Assembly scheduled July 31, 2016 at 1:00 p.m. be held July 30, 2016 at 2:00 p.m., and that presentations initially intended for review at the Métis Nation – Saskatchewan, Métis Nation Legislative Assembly, be provided during the July 30, 2016 Annual General Assembly.

MOTION WITHDRAWN

CONCLUSION AND CLOSING COMMENTS

Prior to concluding, delegates extended appreciation to the Elders and veterans in attendance.

It was MOVED (Chester Herman) and SECONDED (Robert St. Pierre)

That the Métis Nation – Saskatchewan, Métis Nation Legislative Assembly scheduled July 30 and 31, 2016, now conclude.

CARRIED UNANIMOUSLY (MNLA16-06)

(TIME: July 30, 2016 at 12:48 p.m.)

* * * * *

LIST OF ATTACHMENTS

The following items were referred to at the Métis Nation Legislative Assembly:

1. List of Voting Delegates
2. List of Items Included in the Assembly Agenda Binders
3. Schedule A: Amendments to the *Saskatchewan Métis Elections Act (2007)*



MÉTIS NATION – SASKATCHEWAN
MÉTIS NATION LEGISLATIVE ASSEMBLY
scheduled July 30 and 31, 2016

VOTING DELEGATES
(RR – denotes Regional Representatives)

Northern Region #1 1. Augier, Allen 2. Cook, Earl (RR) 3. Fiss, Curtis 4. Sanderson, Pam	Northern Region #2 1. Chartier, Napoleon 2. Herman, Chester (RR) 3. Herman, Dean 4. Janvier, Donna 5. Janvier, Emeillien 6. Montrand, Delphine 7. Montrand, John 8. Sylvestre, Leonard 9. Toulejour, Archie	Northern Region #3 1. Daigneault, Nick 2. Derocher, Jimmy 3. Lafeur, Eugenie 4. Laliberte, Ernest 5. McCallum, George 6. McCallum, Glen (RR) 7. Maurice, Mervin 8. Roy, Kelvin 9. Tinker, Gary
Eastern Region #1 1. Fiddler, Joe 2. Morin, Lennard (RR)	Eastern Region #2 1. Bell, Viola 2. Colby, Ethel Lee 3. Crook, Dave 4. Genaille, Dianne 5. Johnson, Helene (RR) 6. St. Dennis, Marshall	Region Eastern Region #2A 1. Langan, Derek (RR) 2. Martin, Ken 3. Martin, Leo 4. Paul, Wayne 5. Pelletier, Gale 6. Pelletier, Mervin
Eastern Region #3 1. Desjarlais, Dawn 2. Friesen, Marg 3. Kapell, Shelly (RR) 4. Roy, Marina	Western Region #1 1. Bell, Michael (RR) 2. Boyer, Warren 3. Brady, Theresa 4. Flannigan, Merlin 5. Ludviksen, Debra 6. Parker, Darrel 7. Poitras, Angela 8. Pouliot, Marjorie 9. Pritchett, Melanie	Western Region #1A 1. Delorme, Carol 2. Kennedy, Billy (RR) 3. Racette, Myrtle 4. Trotchie, Becky
Western Region #2 1. Arcand, Ralph 2. Berube, Darlene 3. Breaton, Curtis 4. Fiddler, Ray 5. Letendre, Pat 6. Link, Leah 7. McKay, Darlene (RR) 8. Mathieu, Felix 9. Pocha, Bob 10. Pott, Blanche	Western Region #2A 1. Card, Barbara Ann 2. Falcon, Barry 3. Hurton, Penny (RR) 4. Isbister, Shirley 5. Major, Rebecca 6. Quiring-Reimer, Dawn 7. Ross, Shirley 8. Unrau, Shannon 9. Whitford, Wayne 10. Wright, Chad	Western Region #3 1. Arnold, Lela (RR) 2. Blanke, Cecile 3. Gaudry, Randy 4. Norton, Morley 5. Paradon, Braden 6. Perry, Bill 7. Woelk, Ron
Youth 1. Bell, Jaycee 2. Breaton, Cody 3. Desjarlais, Shayla 4. Ormerod, Jocelyn 5. Swan, Renita	Women 1. Bailey, Monell 2. Larocque, Karen 3. McBride, Noreen 4. McGillis, Jennette 5. Mah, Tammy	Executive 1. Doucette, Robert 2. Gardiner, Louis 3. Henderson, May 4. Morin, Gerald

MÉTIS NATION – SASKATCHEWAN
MÉTIS NATION LEGISLATIVE ASSEMBLY
scheduled July 30 and 31, 2016

Information Items Provided

- Tab 1:
 1. Notice of the Métis Nation – Saskatchewan Legislative Assembly / General Assembly July 30-31, 2016
- Tab 2:
 2. Correspondence from EY to Local Presidents/Members and PMC Members, regarding “Preparation for Upcoming MNLA to be held on July 30-31, 2016”, dated May 30, 2016
- Tab 5:
 3. Minutes of the Métis Nation – Saskatchewan Legislative Assembly, held June 16, 2012 – Prince Albert
 4. Minutes of the Métis Nation Annual General Meeting, held June 16, 2012 – Prince Albert
- Tab 6:
 5. Funding Agreement (Agreement No: 1415-HQ-000097) entered into between the Government of Canada and the Métis Nation – Saskatchewan, on April 1, 2014
 6. The undated Amending Agreement entered into between the Government of Canada and the Métis Nation – Saskatchewan,
 7. The May 1, 2016 Amending Agreement entered into between the Government of Canada and the Métis Nation – Saskatchewan, and
 8. The June 2016 Amending Agreement entered into between the Government of Canada and the Métis Nation – Saskatchewan (“Amending Agreement #3”)
- Tab 7:
 9. Engagement letter from EY to Robert Doucette and Gerald Morin, dated February 17, 2016
 10. Letter from EY to Robert Doucette and Gerald Morin acknowledging revisions to the February 17, 2016 engagement letter, dated May 1, 2016
 11. Engagement letter from EY to Robert Doucette and Gerald Morin, dated June 17, 2016
- Tab 8:
 12. Engagement letter from Lorne Gibson, Election Consultant, to Robert Doucette and/or Gerald Morin, Dated June 29, 2016
- Tab 9:
 13. Correspondence sent from Cuelenaere, Kendall, Katzman & Watson LLP (MN-S Legal Counsel) to Directors of Métis Nation – Saskatchewan subsidiary organizations on July 22, 2016, requesting minutes, books and records within 5 days to avoid legal proceedings
- Tab 11:
 14. Correspondence from the Minister of Aboriginal Affairs and Northern Development to the President, Métis Nation – Saskatchewan, dated October 1, 2014, advising that federal government payments were being halted effective November 1, 2014, as the MN-S was in default of its agreement
- Tab 12:
 15. Financial Statements of Métis Nation – Saskatchewan Secretariat Inc., for the year ended March 31, 2011
 16. Financial Statements of Métis Nation – Saskatchewan Secretariat Inc., for the year ended March 31, 2012
 17. Financial Statements of Métis Nation – Saskatchewan Secretariat Inc., for the years ended March 31, 2013 and 2012
 18. Financial Statements of Métis Nation – Saskatchewan Secretariat Inc., for the year ended March 31, 2014
- Tab 13:
 19. Financial Statements of Provincial Métis Holdco Inc., for the years ended December 31, 2012 and 2011
 20. Financial Statements of Provincial Métis Holdco Inc., for the year ended December 31, 2013
- Tab 14:
 21. Métis Nation – Saskatchewan Secretariat Inc., Audit Findings Report for the years ended March 31, 2014

ATTACHMENT #2

Tab 15:

- 22. Indian and Northern Affairs Canada, Audit of the Métis Nation – Saskatchewan, dated March 2012

Tab 16:

- 23. Resolutions submitted by members for consideration at the July 30 and 31, 2016 Métis Nation Legislative Assembly
- 24. Resolutions submitted by members for consideration at the July 30 and 31, 2016 Métis Nation Legislative Assembly (Rejected Resolutions)

Tab 18:

- 25. Ruling by the Queen's Bench for Saskatchewan, dated June 28, 2013 (Citation: 2013 SKQB 257)
- 26. Ruling by the Queen's Bench for Saskatchewan, dated March 20, 2014 (Docket: Q.B. 1519/2013)
- 27. Ruling by the Queen's Bench for Saskatchewan, dated December 22, 2014 (Citation: 2014 SKQB 421)

Tab 19:

- 28. Corporate Registry Profile Report: Métis Nation – Saskatchewan Secretariat Inc., dated September 4, 2013
- 29. Corporate Registry Profile Report: Métis Nation – Saskatchewan Secretariat Inc., dated January 15, 2015
- 30. Corporate Registry Profile Report: The Métis Society of Saskatchewan Inc., dated July 18, 2016
- 31. Corporate Registry Profile Report: The Métis Society of Saskatchewan Inc., dated May 30, 2016
- 32. Corporate Registry Profile Report: The Provincial Métis Housing Corporation, dated July 18, 2016
- 33. Corporate Registry Profile Report: Provincial Métis Holdco Inc., dated July 18, 2016
- 34. Certificate of Incorporation, for Round Prairie Ventures Incorporated, dated December 18, 2008
- 35. Corporate Registry Profile Report: Round Prairie Ventures Incorporated, dated July 18, 2016
- 36. Corporate Registry Profile Report: BTB Festival Days Inc., dated July 18, 2016
- 37. Corporate Registry Profile Report: BTB Land Management Inc., dated July 18, 2016
- 38. Corporate Registry Profile Report: BTB Land Management Inc., dated September 23, 2014
- 39. Corporate Registry Profile Report: Round Prairie Developments Ltd., dated July 29, 2013
- 40. Corporate Registry Profile Report: Round Prairie Developments Ltd., dated July 19, 2016

Tab 20:

- 41. Correspondence from the W. Law Group to President Doucette, offering an opinion on the validity of resolutions, dated July 5, 2012

Tab 21:

- 42. Counter offer for the purchase of property at 219 Robin Crescent, Saskatoon, Saskatchewan, between the Provincial Métis Holdco Inc. and Duchuk Holdings, dated May 26, 2009
- 43. Minutes of the Provincial Métis Holdco Inc., Board of Directors Meeting held June 11, 2009
- 44. Offer to purchase the property at 219 Robin Crescent, Saskatoon, Saskatchewan, between the Provincial Métis Holdco Inc. and Duchuk Holdings, dated May 26, 2009
- 45. Correspondence from the W. Law Group to President Doucette, regarding the funds from the sale of 219 Robin Crescent, Saskatoon, Saskatchewan, dated August 2, 2013 (and a list of related transactions)
- 46. Demand Promissory Note dated August 1, 2012, in the amount of \$150,000, for a loan to be paid by the Métis Nation – Saskatchewan Secretariat Inc. to Provincial Métis Holdco Inc.

Tab 22:

- 47. Information regarding "Métis Nation – Saskatchewan, Treasurer", 2012/13
- 48. Notice of Seizure of Account, in a judgement against the Métis Nation – Saskatchewan Secretariat Inc., for the amount of \$11,863.87 effective August 28, 2013
- 49. Certificate of a judgement against the Métis Nation – Saskatchewan Secretariat Inc., for the amount of \$11,863.87 at the suit of John Robert Lafontaine, dated June 7, 2013

Tab 23:

- 50. Constitution of the Métis Nation – Saskatchewan
- 51. Métis Nation of Saskatchewan Legislative Assembly Act
- 52. Bylaws, Métis Nation – Saskatchewan Secretariat Inc.
- 53. The Métis Act
- 54. Métis Nation of Saskatchewan Citizenship Act
- 55. Métis Nation of Saskatchewan Senate Act

ATTACHMENT #2

Tab 24:

56. Report by Tom Isaac, titled "A Matter of National and Constitutional Import: Report of the Minister's Special Representative on Reconciliation with Métis: Section 35 Métis Rights and the Manitoba Metis Federation Decision", dated June 14, 2016

Tab 25:

57. "Cuthbert Grant Declaration"

Additional Information:

58. Métis Nation – Saskatchewan Secretariat Inc., Ernst & Young Inc. Report to the Métis Nation Legislative Assembly, dated July 29, 2016
59. Annual Report of the Clarence Campeau Development Fund, dated 2015
60. Financial Statements for the Métis Family and Community Justice Services of Saskatchewan Inc., for the year ended March 31, 2016
61. Métis Family and Community Justice Services of Saskatchewan Inc., Annual Report, 2016-2017
62. Information on the SaskMetis Economic Development Corporation, dated March 31, 2016
63. SaskMetis Economic Development Corporation Financial Statements, dated March 31, 2016
64. Minutes of the Métis Nation – Saskatchewan Provincial Métis Council Meetings held 2015 to 2016
65. Saskatchewan Métis Elections Act 2007
66. Information compiled regarding the Métis Nation – Saskatchewan 2012 Election Process

SCHEDULE A
Proposed Amendments to the
Saskatchewan Metis Elections Act (2007)

The Saskatchewan Metis Elections Act was written prior to the 2007 PMC elections and was specific to those elections. I believe that the thought at the time was that if this legislation proved to be a solid foundation for Saskatchewan Metis elections that it would later be amended to make it applicable to subsequent elections. Following the 2007 election, then Chief Electoral Officer, David Hamilton remarked in his election report that "The Act ... worked remarkably well. For the most part, very little change is required to the Act." The major amendment required to the Act is to make it applicable to elections other than the 2007 election.

The 2012 PMC elections run by Myers Norris Penny (MNP) were conducted without proper legislative authority. The *Saskatchewan Metis Elections Act (2007)* was used as a guide but there were many deviations from the Act. In fact, any decision of the Chief Electoral Officer could have been challenged in 2012 not to mention the legitimacy of the entire election. MNP also recommended that the Act be amended to make it applicable to future elections following the 2012 election.

Application of the Act

Issue:

The Act applies only to the 2007 election. Until the Act is amended, there is no elections law applicable to future general elections or by-elections. This is the single most important recommendation for change to the Act.

Recommendation:

The Act should be amended to apply to all future general elections and by-elections of the Provincial Métis Council.

Suggested Amendments:

1. In section 1, delete the words "*for the general election in 2007 and may be adapted to all subsequent elections*".
2. In section 2, in the definition of "declaration of election", delete the words "*the general election in 2007 and any by-election after the general election in 2007*" and substitute the words "*a general election or by-election*".
3. In section 2, delete the term and definition for "*Independent Oversight Committee*".
4. In section 3, delete the words "*in 2007*" and the accompanying footnote.
5. In section 28, delete subsection (2) and its heading and re-number subsection 28(1) as section 28.

ATTACHMENT #3

6. In section 92, delete subsection (3) and its heading, and re-number the remaining subsections in section 92 accordingly.
7. In section 101, delete subsection (3) and its heading, and re-number the remaining subsections in section 101 accordingly.
8. In section 111, delete subsection (2) and its heading, and re-number the remaining subsections in section 111 accordingly.
9. In section 116, delete subsection (3) and its heading, and re-number the remaining subsections in section 116 accordingly.
10. In section 120, delete subsection (3) and its heading, and re-number the remaining subsections in section 120 accordingly.
11. In Form 1 (VOTER REGISTRATION FORM) of the Schedule, delete the words "in 2007" and substitute the words "to be held on [election day]".

Qualifications of Election Officers**Issue:**

In the short time frame available to plan and prepare for elections it is not always possible for the Chief Electoral Officer or the Regional Returning Officer to recruit qualified, experienced and dependable eligible voters to fill the roles of election officers. This challenge of recruitment becomes particularly problematic following training when an individual decides not to fulfill their commitment to work or on the day of advance voting or on election day when an election officer quits unexpectedly or doesn't show up for their assigned duties and a replacement must be found in a hurry.

Recommendation:

In such situations, authority should be provided for the Chief Electoral Officer to authorize the appointment of a non-voter to an election officer position.

Suggested Amendment:

12. In subsection 107(1), add the words "Unless authorized otherwise by the Chief Electoral Officer," to the beginning of the sentence.

Improper Influence at a Poll**Issue:**

There are no prohibitions against disrupting a poll or posting campaign material at a poll.

Recommendations:

It should be clear that it is an offence to disrupt the proceedings at a poll. It should be an offence to post campaign material in a polling station.

Suggested Amendments:

13. A new section 127.1 should be added to say, "No person shall disturb the peace and good order at a polling station."

14. A new section 127.2 should be added to say,

127.2:

(1) Any person who places or displays campaign material in or on any premises used as a polling station is guilty of an offence, and

(2) Any person who uses, wears or displays or causes to be used, worn or displayed any flag, ribbon, label, badge, or similar object in a polling station as campaign material is guilty of an offence

6

Section

A



Indigenous and
Northern Affairs Canada

Affaires autochtones
et du Nord Canada

February 8, 2016

To : Evan Shoforst CPA, CA

From : Lisa Boyce, MNSIRD

Your file - Votre référence

Our file - Notre référence

MN-S PMC February 2016

MN-S Master Multi year arrangement

Further to our brief e-mail conversation. Attached you will find the document.

A handwritten signature in cursive script, appearing to read "Lisa Boyce".

Canada

Farr 30-0007-14,15 (RAB)

Lisa Bayle
RECEIVED JUN 09 2014

**FUNDING AGREEMENT
NATIONAL MODEL**

2014-2015

[Signature]

Table of Contents

Section	Heading
	Parties to the Agreement
	Part 1 - The purpose and scope of the Agreement
1	The purpose of the Agreement
2	The parts that make up the Agreement
3	The scope of the Agreement
4	Duration of the Agreement
	Part 2 - Government of Canada funding
5	Government of Canada funding
6	Funding legislation and funding programs
7	Funds to be withheld - failure to file required reports
	Part 3 - Recipient duties
8	General duties
9	The use of Government of Canada funds
10	Record-keeping duties
11	Reporting duties
12	Recipient accountability for the obligations in this Agreement
	Part 4 - Funding management
13	Timing of payments for <u>eligible costs</u>
14	Changes in funding needs or timing - no increase in maximum payable
15	Changes in funding affecting the amount payable - <u>adjustment factor</u>
16	Overspending - Recipient's responsibility
17	Overpayments owing to the Government of Canada
	Part 5 - Default under this Agreement
18	Circumstances of default
19	Commitment to communicate
20	Remedies on default
21	Disclosure of financial records to other departments
	Part 6 - Information and the publication of information
22	Disclosure of information by the Government of Canada
23	Publicity about funding
	Part 7 - Government of Canada audit and evaluation
24	Government of Canada right to audit and evaluate
25	Financial records to allow for audit
	Part 8 - Legal considerations
26	Relationship between the Recipient and the Government of Canada
27	Amendments to this Agreement
28	Dispute resolution
29	Termination of the Agreement
30	Obligations that continue after the Agreement ends
31	Written waiver required
32	Right to indemnity, protection from liability
33	Insurance
34	Legislation and government documents
35	Definitions
36	Aids to usability
37	Effect of the Agreement on the parties
	Part 9 - Notices
38	Notices in writing
	Part 10 - Warranties and conditions required on signing the Agreement
39	Recipient warranties
Annex 1	Definitions of Words and Terms Underlined in the Agreement
Annex 2	Program, Services, and Activity <u>Delivery Requirements</u> and <u>Adjustment Factors</u> - <u>DIAND</u> Funding
Annex 3	Conditions of Payment - <u>DIAND</u> Funding
Annex 4	Payment Plan
Annex 5	Reporting Requirements and Due Dates - <u>DIAND</u> Funding

Agreement No.: 1415-HQ-000097

Funding Agreement

Between

Her Majesty the Queen in Right of Canada,

For the purposes of this Agreement, the Minister of Indian Affairs and Northern Development, represents Her Majesty the Queen in Right of Canada.

This Agreement refers to this party to the Agreement as the

"Government of Canada".

And

METIS NATION - SASKATCHEWAN duly incorporated under the laws of Saskatchewan, Canada,

This Agreement refers to this party to the Agreement as the

"Recipient".

Part 1 - The purpose and scope of the Agreement

1 The purpose of the Agreement

- 1.1 The Recipient wishes to undertake an initiative and receive funds from the Government of Canada to assist with the costs, and agrees to account for the use of all funds provided and the results achieved with these funds.
- 1.2 The Government of Canada wishes to provide funds to support the Recipient's identified objectives for the initiative.
- 1.3 This Agreement describes the rules that apply to the funding being provided for an initiative and the duties of the Recipient and the Government of Canada under this Agreement.

2 The parts that make up the Agreement

- 2.1 "Agreement" means:
 - (a) all the sections of this Agreement
 - (b) the Annexes that are part of this Agreement:
 - Annex 1 - Definitions of Words and Terms Underlined in the Agreement
 - Annex 2 - Program, Service, and Activity Delivery Requirements and Adjustment Factors - DIAND Funding
 - Annex 3 - Conditions of Payment - DIAND Funding
 - Annex 4 - Payment Plan
 - Annex 5 - Reporting Requirements and Due Dates - DIAND Funding
 - (c) any amendments to and notices under this Agreement that are made according to its terms.

3 The scope of the Agreement

- 3.1 This Agreement is the complete agreement between the parties and replaces all previous negotiations, agreements, commitments, written correspondence, and discussions between the Government of Canada and the Recipient about its subject matter.

4 Duration of the Agreement

- 4.1 Unless this Agreement ends early, the duration of this Agreement is from the 1st day of April, 2014 until the 31st day of March, 2017.

Part 2 - Government of Canada funding

5 Government of Canada funding



- 5.1 The Government of Canada will make payments to the Recipient, according to the terms of this Agreement:
- (a) for the purpose(s) set out in Annex 2 - Program, Service, and Activity Delivery Requirements and Adjustment Factors - DIAND Funding
 - (b) up to the maximum amounts set out in Annex 3 - Conditions of Payment - DIAND funding, and
 - (c) following the payment schedule in Annex 4 - Payment Plan.

6 Funding legislation and federal funding programs

- 6.1 An obligation on the Government of Canada to make a payment under this Agreement is dependent on an appropriation of funds by the Parliament of Canada for the fiscal year in which the payment is to be made, regardless of any other provision in this Agreement.
- 6.2 Any federal department providing funding under this Agreement may change or end the funding when:
- (a) the Treasury Board of Canada changes or ends the funding program through which the funding is being provided
 - (b) the Minister presiding over that department changes or ends the funding program through which the funding is being provided, or
 - (c) the Parliament of Canada changes the funding levels of that department for the fiscal year in which the funding was to be provided.

7 Funds to be withheld - failure to file required reports

- 7.1 The Government of Canada may withhold funds from the Recipient when the Recipient has not submitted, by the due date, any financial or other report required by this Agreement or by a predecessor funding agreement between the Recipient and a federal department providing funding under this Agreement. The default provisions of this Agreement may also apply.
- 7.2 The Government of Canada will pay the withheld funds to the Recipient within 45 days of the required reports being submitted by the Recipient and accepted by the Government of Canada, subject to the provisions on Overspending (section 16.1) and Overpayments owing to the Government of Canada (section 17.1).

Part 3 - Recipient duties

8 General duties

- 8.1 The Recipient must:
- (a) provide each program or service, or carry out each activity, according to the terms in Annex 2 - Program, Service, and Activity Delivery Requirements and Adjustment Factors - DIAND funding, and
 - (b) track the receipt and use of funds according to the terms in Annex 3 - Conditions of Payment - DIAND funding, and
 - (c) give notice (section 38, Notices in writing) promptly to any federal department that is providing over \$100,000 funding for an initiative under this Agreement when the Recipient receives funding assistance from any other federal department, or any provincial, territorial, or municipal government for the same initiative. DIAND may require the Recipient to pay back to DIAND any amount of DIAND funding that DIAND considers a duplication of funding from another source.

9 The use of Government of Canada funds

- 9.1 The Recipient must use the funds provided by the Government of Canada for the eligible costs of each initiative described in Annex 2 - Program, Service, and Activity Delivery Requirements and Adjustment Factors - DIAND funding.
- 9.2 The Recipient must not loan any of the funds provided by the Government of Canada under this Agreement unless permitted to do so in an annex to this Agreement.

10 Record-keeping duties

R60

Agreement No.: 1415-HQ-000097

- 10.1 The Recipient must keep financial records, including accounts, and non-financial records for each initiative.
- 10.2 The Recipient must maintain financial records in a way that substantiates the financial reports required under this Agreement. These records must also allow for audit as required by section 25.1 (Financial records to allow for audit).
- 10.3 The Recipient must store these financial and non-financial records, including all original supporting documentation, for 7 years. The 7 years start to run on the April 1st that follows the last fiscal year to which a record relates.

11 Reporting duties

- 11.1 By the reporting due dates set out in Annex 5 - Reporting Requirements and Due Dates - DIAND Funding, the Recipient must provide DIAND with:
 - (a) the financial reports required by the Reporting Guide for each fiscal year, or part of the year, that is within the time period covered by this Agreement, and
 - (b) any other required reports including those identified in Annex 5 - Reporting Requirements and Due Dates - DIAND Funding and described in the Reporting Guide or in Annex 2 - Program, Service, and Activity Delivery Requirements and Adjustment Factors - DIAND Funding.
- 11.2 The Recipient must also provide any other federal department that is providing funding under this Agreement with all the required reports identified in the annex relating to that funding.
- 11.3 The Recipient may request, in writing to the relevant funding department, **before** the due date, a deadline extension for providing a report required by the Agreement. The written request must explain the circumstances beyond the Recipient's control that prevent the Recipient from meeting the due date. The Government of Canada may agree to an extension and, if it so decides, will provide the Recipient with a written notice setting out the new due date.
- 11.4 The Government of Canada will notify the Recipient that it has received the Recipient's financial report within 30 days of receiving it.
- 11.5 The Recipient must have its yearly financial reports audited by an independent auditor who is recognized in the province or territory in which the Recipient has its administrative offices. The Recipient will notify the Government of Canada, in writing, of the appointment of the auditor at least 2 weeks before the end of the fiscal year being covered by the audited financial reports.
- 11.6 The Recipient must provide its audited yearly financial report to any federal department that is providing funding under this Agreement and requests a copy.

12 Recipient accountability for the obligations in this Agreement

- 12.1 The Recipient may not assign, delegate, or subcontract any of its obligations under this Agreement and may not transfer funds to an agency to carry out or manage all or part of any initiative funded under this Agreement.

Part 4 - Funding management

13 Timing of payments for eligible costs

- 13.1 Annex 4 - Payment Plan sets out the amounts and the timing of payments for the Recipient's eligible costs under this Agreement. The Recipient must use the funds provided for the purpose, in the amounts, and during the timeframe detailed in Annex 4.

14 Changes in funding needs or timing - no increase in maximum payable

- 14.1 When the Recipient becomes aware that advance payments to be made for an initiative according to the schedule in Annex 4 - Payment Plan are no longer accurate and that there is a need for funds sooner or there will be a delay before some funds are required, the Recipient must notify the relevant funding department promptly and propose appropriate amendments to Annex 4. A change in the amount or timing of an advance payment may not increase the overall amount of funding for an initiative.

- 14.2 The relevant funding department will notify the Recipient of its acceptance or rejection of the proposed adjustment within 30 days. When the funding department agrees to make an adjustment, it will send a Notice of Cash Flow Adjustment to the Recipient and attach the appropriately amended Annex 4.

15 Changes in funding affecting the amount payable - adjustment factor

- 15.1 When the amount of funding to be provided to the Recipient changes according to an adjustment factor set out in Annex 2 - Program, Services, and Activity Delivery Requirements and Adjustment Factors - DIAND Funding, the relevant funding department will send the Recipient a Notice of Budget Adjustment with the appropriately amended Annex 3 and Annex 4 - Payment Plan.

16 Overspending - Recipient's responsibility

- 16.1 The Recipient is responsible for any expenses that the Recipient has incurred for an initiative which are more than the amount of funding provided for eligible costs under this Agreement.

17 Overpayments owing to the Government of Canada

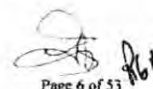
- 17.1 Any amount that the Recipient is required to pay back to the Government of Canada or that the Recipient otherwise owes to the Government of Canada is a debt due to the Government of Canada. The debt becomes payable when the Government of Canada notifies the Recipient of the debt. After giving this notice, the Government of Canada may set off the debt against any amount payable to the Recipient under this Agreement or any other agreement through which a federal department provides funding to the Recipient.
- 17.2 Without limiting the default (section 18) or termination (section 29) provisions of this Agreement, the Recipient must repay the Government of Canada any overpayment of funds provided to the Recipient according to the provisions in Annex 3 - Conditions of Payment - DIAND funding and Annex 4 - Payment Plan.
- 17.3 An overpayment may occur, for example, when:
- (a) the Recipient did not spend all the funds provided by the Government of Canada
 - (b) the Recipient did not spend funds on eligible costs during the fiscal year in which they were allocated to be spent and Annex 3 does [do]not allow any other option
 - (c) the Recipient spent funds on an expense that is not an eligible cost, or
 - (d) the Government of Canada made an overpayment in error.
- 17.4 The Recipient may include payment of the debt due to the Government of Canada with its financial report identifying the overpayment.
- 17.5 The Government of Canada will charge interest on overdue amounts owing under this Agreement in accordance with the *Interest and Administrative Charges Regulations*, SOR/96-188, made under the *Financial Administration Act*.

Part 5 - Default under this Agreement

18 Circumstances of default

- 18.1 The Recipient is in default of this Agreement when:
- (a) the Recipient defaults on any of its obligations set out in this Agreement or in any other funding agreement with a federal department providing funding under this Agreement
 - (b) the Recipient's independent auditor gives a disclaimer of opinion or adverse opinion of the financial statements of the Recipient required under this Agreement or under any previous funding agreement between the Recipient and a federal department providing funding under this Agreement which required an independent audit
 - (c) a Minister representing the Government of Canada in this Agreement is of the opinion, after having reviewed the Recipient's financial reports and any other financial information, that the Recipient's financial position puts an initiative at risk, or
 - (d) The Recipient becomes bankrupt or insolvent, goes into receivership, takes the benefit of any statute relating to bankrupt or insolvent debtors, ceases operations, or ceases to be a corporation in good standing under the applicable laws of Canada or of a province or territory.

19 Commitment to communicate


Page 6 of 53

Agreement No.: 1415-HQ-000097

- 19.1 In the event that the Recipient is in default, the parties will communicate or meet to review the situation.

20 Remedies on default

- 20.1 Despite section 19.1, in the event that the Recipient is in default of this Agreement, the Government of Canada may take one or more of the following actions:
- (a) require the Recipient to develop and implement a Management Action Plan within 60 calendar days, or within another time agreed to by the parties in writing
 - (b) require the Recipient to seek advisory support from a source and of a type acceptable to the Government of Canada
 - (c) withhold any funds otherwise payable under this Agreement
 - (d) require the Recipient to take any other reasonable action necessary to remedy the default
 - (e) take such other reasonable action as the Government of Canada deems necessary, including any remedies which may be set out by a federal department in an Annex to this Agreement, or
 - (f) terminate this Agreement.
- 20.2 Despite the reference to the Government of Canada in section 20.1, the remedies set out there may be exercised by any one or more of the federal departments providing funding to the Recipient under this Agreement.

21 Disclosure of financial records to other departments

- 21.1 Without limiting the Government of Canada's right to conduct an audit under section 24 or its options under section 20 (Remedies on default), when the Recipient defaults on an obligation under this Agreement to make a financial report available to a requesting federal department that is providing funding under this Agreement, DIAND may provide the relevant financial reports to that federal department.
- 21.2 Without limiting the Government of Canada's right to conduct an audit under section 24 or its options under section 20 (Remedies on default), when the Recipient defaults on the obligation under this Agreement to provide the Government of Canada with an independently-audited financial report, the Government of Canada may:
- (a) require the Recipient to appoint an independent auditor, recognized in the province or territory in which the Recipient has its administrative offices, to audit the Recipient's financial reports at the Recipient's cost and to deliver the audited financial reports to the Government of Canada within a reasonable time set by the Government of Canada, or
 - (b) appoint an independent auditor, recognized in the province or territory in which the Recipient has its administrative offices, in which case:
 - (i) the Recipient will provide the auditor appointed by the Government of Canada with full access to its financial accounts and non-financial records and with any other information that the auditor needs to perform the audit, and
 - (ii) the Recipient will reimburse the Government of Canada for all of the audit costs.

Part 6 - Information and the publication of information

22 Disclosure of information by the Government of Canada

- 22.1 The Government of Canada may make public:
- (a) the name of the Recipient
 - (b) the amount of funding provided under this Agreement, and
 - (c) the general nature of each initiative described in Annex 2 - Program, Service, and Activity Delivery Requirements and Adjustment Factors
- 22.2 Section 22.1 does not limit the rights or obligations that the Government of Canada has to disclose information.

23 Publicity about funding

- 23.1 Either the Government of Canada or the Recipient may propose to the other party a joint public announcement or the development of joint communication materials that recognize the Government of Canada's funding for an initiative under this Agreement. Communication materials may include public events, media releases, interviews, speeches, publications, signage, websites, advertising, and promotional materials.

- 23.2 The party making the proposal will provide time for the other party to respond in writing before the communication release or event. The party receiving the proposal will respond as soon as reasonably possible to facilitate attendance and to allow for the timely production and distribution of the communication material.

Part 7 - Government of Canada audit and evaluation

24 Government of Canada right to audit and evaluate

- 24.1 Any federal department that provides funding under this Agreement, individually or with any other federal department that provides funding under this Agreement, may:
- (a) audit the records of the Recipient or any agency to assess compliance with this Agreement or to confirm the integrity of any information reported to the Government of Canada under this Agreement, or
 - (b) audit or evaluate the Recipient's management and financial control practices in relation to this Agreement or the effectiveness of any or all of the initiatives funded under this Agreement.
- 24.2 The Government of Canada will decide on the number, scope, coverage, and timing of any audit(s) or evaluation(s).
- 24.3 An audit or evaluation may be carried out by one or more auditors or evaluators employed by or on contract to the Government of Canada.
- 24.4 When an audit or evaluation under this section takes place, the Recipient must cooperate in the conduct of the audit or evaluation and, upon request, assist the auditor(s) or evaluator(s) and provide them with the information that they require including by:
- (a) providing them with:
 - (i) access to all records relating to this Agreement and to the funding provided under this Agreement, including all original supporting documents, and
 - (ii) any other information that they may require with respect to these records
 - (b) allowing them to inspect these records
 - (c) allowing them to make copies or extracts of these records unless that is prohibited by law
 - (d) providing them with records maintained under any previous agreement by which the Government of Canada provided funding to the Recipient and which, in the opinion of the auditors or evaluators, may be relevant to the audit or evaluation
 - (e) providing them with access to the Recipient's premises, and
 - (f) in the case of an audit,
 - (i) directing anyone who has provided the Recipient with accounting or record-keeping services to provide copies of those accounts and other records to the auditor(s), and
 - (ii) giving consent to the independent auditor(s), who audited a recipient's financial reports under section 11.5 or section 21.2(a), to allow the Government of Canada auditor(s) access to the working papers that support the independent auditor(s)'s opinion or disclaimer of opinion.
- 24.5 This section on audit and evaluation does not limit the Recipient's obligation to have financial reports audited under section 11.5 or Canada's right under section 21.2 to appoint an independent auditor or to require the Recipient to do so.
- 24.6 The audit and evaluation opportunities that this section gives to any federal department that provided funding under this Agreement and the duties that it imposes on the Recipient continue for 7 years after the termination or expiry of the Agreement.

25 Financial records to allow for audit

- 25.1 The Recipient must maintain financial records, including accounting documentation, regarding all funding provided by the Government of Canada in a way that will allow for audit.

Part 8 - Legal considerations

26 Relationship between the Recipient and the Government of Canada

- 26.1 This Agreement does not and is not intended to create an agency, association, employer-employee,


Page 8 of 53


Agreement No.: 1415-HQ-000097

or joint venture relationship between the Recipient and the Government of Canada. The Recipient may not suggest that it does.

27 Amendments to this Agreement

- 27.1 This Agreement may only be amended by a written agreement signed by the Government of Canada and the Recipient. Except, the Government of Canada may amend this Agreement without the agreement of the Recipient when it makes a change to:
- (a) extend a reporting due date under section 11.3
 - (b) funding under section 6.1 and 6.2
 - (c) the Payment Plan by a Notice of Cash Flow Adjustment (section 14.2), or
 - (d) an amount of funding by a Notice of Budget Adjustment (section 15.1).

28 Dispute resolution

- 28.1 The parties agree to attempt to resolve disputes with respect to this Agreement through negotiation or another appropriate dispute resolution process, except that a dispute resolution process will not be used regarding:
- (a) a Recipient budget decision made in accordance with this Agreement
 - (b) the amount of funding provided under this Agreement
 - (c) a Government of Canada audit or evaluation
 - (d) a Government of Canada decision that the Recipient is in default
 - (e) any action taken by Canada under section 6 (Funding legislation and federal funding programs) or section 20 (Remedies on default), and
 - (f) matters of Government of Canada policy.
- 28.2 In the event that the parties are unable to resolve the dispute through negotiation and agree to use mediation, the Government of Canada and the Recipient will share the costs of mediation equally. The Recipient must not use funds provided under the Agreement to cover any mediation costs.
- 28.3 No one may use any information from discussions, meeting notes, offers of settlement, or other oral or written communications from a dispute resolution process in any legal proceedings unless the law requires it. This restriction does not apply to information or communications that would have been admissible or subject to discovery rules in a legal proceeding if the dispute resolution process had not taken place.

29 Termination of the Agreement

- 29.1 Without limiting section 6 (Funding legislation and federal funding programs) or section 20 (Remedies on default), a party wishing to terminate this Agreement must communicate its intentions to the other party. The parties must:
- (a) try to resolve any dispute following the process in section 28, when applicable, and
 - (b) agree to a winding up timeframe that will not jeopardize the initiative(s).
- 29.2 Once the requirements of section 29.1 have been met, the party wishing to terminate the Agreement under that section must give the other party at least 60 days written notice. The notice must include the reason for its decision to terminate the Agreement.
- 29.3 In the case of the termination of this Agreement, including termination under section 20 (Remedies on default):
- (a) the Recipient must provide the Government of Canada with the financial reports required under section 11 (Reporting duties) within 120 days of the termination date of this Agreement
 - (b) the Recipient must return to the Government of Canada any funds provided under this Agreement that were unspent by its termination date and must repay any debts owed to the Government of Canada under this Agreement as required by section 17 (Overpayments owing to the Government of Canada), and
 - (c) unless the Government of Canada and the Recipient agree otherwise in writing, the Government of Canada will pay any amount it owes the Recipient under this Agreement up to its termination date or may set off any amount owed to the Recipient against any amount the Recipient owes it under this Agreement or under any other funding agreement between the Recipient and the Government of Canada.
- 29.4 This section survives the termination or expiry of this Agreement.

30 Obligations that continue after the Agreement ends



- 30.1 In addition to the sections which specifically state that the section continues to apply after the termination or expiry of the Agreement, the obligations in the following sections also survive the termination or expiry of this Agreement:
- (a) section 10, Record-keeping duties
 - (b) section 11, Reporting duties
 - (c) section 12, Recipient accountability for obligations in the Agreement
 - (d) section 16, Overspending
 - (e) section 17, Overpayments owing to the Government of Canada
 - (f) section 21, Disclosure of financial records to other government departments
 - (g) section 22, Disclosure of information by the Government of Canada
 - (h) section 23, Publicity about funding, and
 - (i) section 25, Financial records to allow for audit.

31 Written waiver required

- 31.1 A party's waiver in relation to this Agreement is only valid when that party has put the waiver in writing.
- 31.2 A party does not lose a right to take action under this Agreement because it waived its right to act on a previous occasion.

32 Right to indemnity, protection from liability

- 32.1 The Recipient will indemnify the Government of Canada, its Ministers, officers, employees, servants, agents, successors, and assigns from any claims, liabilities, and demands arising directly or indirectly from:
- (a) any act, omission, or negligence of the Recipient or any agency acting for the Recipient
 - (b) any breach of this Agreement by the Recipient, or
 - (c) the fulfillment, in whole or in part, or the non-fulfillment of any of the Recipient's obligations under this Agreement.
- 32.2 The Recipient will not hold the Government of Canada liable for any losses it may experience from any claims, liabilities, and demands that may arise as a result of the Recipient, or any agency acting for the Recipient, entering into any loan, capital lease, or other long-term obligation.
- 32.3 The right to indemnity and the liability protection this section provides to the Government of Canada continues after the end of this Agreement.

33 Insurance

- 33.1 The Recipient is responsible for deciding on the need for insurance coverage for its own protection and to cover its obligations under this Agreement.

34 Legislation and government documents

- 34.1 In this Agreement, a reference to federal legislation means the federal legislation in force at the time of the signing of this Agreement and includes any subsequent amendments to it. A reference to Government of Canada documents means the Government of Canada documents available at the time of the signing of this Agreement and their replacements.
- 34.2 The laws of Canada and the laws of the province or territory in which the initiative(s) funded under this Agreement takes place will be used to interpret this Agreement.

35 Definitions

- 35.1 Words and terms that have a special meaning in the Agreement are underlined and defined in Annex 1 - Definitions of the Words and Terms that are Underlined in the Agreement.

36 Aids to usability

- 36.1 The Table of Contents, section headings, and Index are not part of this Agreement and are not to be used to interpret this Agreement. They are in place to help the reader to find topics more easily.

37 Effect of the Agreement on the parties


Page 10 of 53

Agreement No.: 1415-HQ-000097

- 37.1 This Agreement is binding on the Recipient and the Government of Canada, and their respective administrators and successors.

Part 9 - Notices

38 Notices in writing

- 38.1 When this Agreement requires one party to give the other party a notice, request, or direction, it must be in writing, and addressed as indicated in this section.
- 38.2 The notice may be delivered in one of the following ways with the date of the notice being as indicated:
- (a) by personal delivery in which case the date of the notice will be the date on which it was delivered
 - (b) by registered mail or courier, in which case the date of the notice is the date the addressee party acknowledged receipt of the notice
 - (c) by facsimile or electronic mail, in which case the date of the notice is the date upon which the notice was transmitted and its receipt by the other party can be confirmed.
- 38.3 Either party may change the address information in this Agreement by providing notice to the other party.
- 38.4 For the purpose of this Agreement, a notice is to be addressed to:
- (a) the Recipient at:

Mr. Robert Doucette, President
 Metis Nation - Saskatchewan
 231 Robin Crescent
 Saskatoon SK
 S7L 6M8

Telephone: 306-343-8285
 Fax: 306-343-0171

- (b) DIAND at:

Leo B. Doyle, Director
 Métis and Non Status Indian Relations
 Aboriginal and External Relations
 Policy and Strategic Direction Branch
 Department of Indian Affairs and Northern
 Development
 10 Wellington Street
 Gatineau QC K1A 0H4
Leo.Doyle@aadnc-aandc.gc.ca

Telephone: 819-934-1800

Part 10 - Warranties and conditions required on signing the Agreement

39 Recipient warranties

- 39.1 The Recipient warrants that:
- (a) the Recipient has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to a person for soliciting, negotiating, or obtaining this Agreement
 - (b) where any person who, for payment, has, before the term of this Agreement, undertaken to communicate or arrange a meeting, on behalf of the Recipient, with any "public office holder" or "designated public office holder", as defined by the *Lobbying Act*, with respect to funding provided by this Agreement, that person is registered as required by that Act
 - (c) where any person who, for payment, during the term of this Agreement, undertakes to communicate or arrange a meeting, on behalf of the Recipient, with any "public office holder" or "designated public office holder" as defined by the *Lobbying Act*, that person is registered as required by that Act, and
 - (d) where the Recipient employs one or more individuals whose duties include communicating, on behalf of the Recipient, with any "public office holder" or "designated public office holder" as defined by the *Lobbying Act*, the officer responsible for filing returns for the Recipient files all

returns required by that Act.

- 39.2 The Recipient warrants that no member of the House of Commons or the Senate of Canada will have a share or part of any benefit arising from this Agreement that is not also available to the general public.
- 39.3 The Recipient warrants that no individual to whom the post-employment provisions of the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Values and Ethics Code for the Public Sector*, the *Values and Ethics Code for the Public Service*, the *Policy on Conflict of Interest and Post-Employment*, or the values and ethics code of any Federal Department apply will derive any benefit from this Agreement unless the individual is in compliance with all the applicable post-employment provisions.
- 39.4 The Recipient warrants that it is a corporation in good standing under the applicable laws of Canada or of a province or territory and that it will remain in good standing during this Agreement.

Signed on [Insert date] June 20/14
by the Government of Canada's
authorized representative(s):

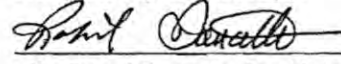

Leo B. Doyle, Director, Metis and non-Status
Indian Relations, Aboriginal and External
Relations Branch
Department of Indian Affairs and
Northern Development

Witness:


[Insert name and title]

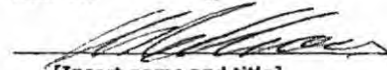
Date: 2014-06-11

Signed on [Insert date] June 9/14
by the Recipient's
authorized representative(s):


Mr. Robert Doucette, President
MN-S

I have the authority to bind the corporation."

Witness:


[Insert name and title]

Date: June 9, 2014
christopher williams
Finance

Agreement No.: 1415-HQ-000097

Annex 1 - Definitions of Words and Terms underlined in the Agreement

In this Agreement, unless otherwise stated, the following words and terms have the noted meaning.

adjustment factor	a pre-determined factor, set out in Annex 2 - Program, Services, and Activity <u>Delivery Requirements</u> and <u>Adjustment Factors</u> , which recognizes a cost component which is unknown to the parties at the time of signing the Agreement and which may affect the amount of funding for an <u>initiative</u> .
agency	an authority, board, committee, or other entity that the Recipient has authorized to act on its behalf as allowed by this Agreement.
capital asset	a tangible item that is purchased, constructed, developed, or otherwise acquired and: (a) is held for use in the production or supply of goods or the delivery of services, or to produce business outputs (b) is intended to be used on a continuing basis (c) has a useful life that extends beyond the Recipient's <u>fiscal year</u> , and (d) is not intended for resale in the ordinary course of operations.
capital costs	the reasonable and direct costs of design, acquisition, construction, expansion, modification, conversion, transportation, installation, and insurance during construction of a <u>capital asset</u> , as well as the cost of licensing and franchising fees, incurred by a Recipient.
cash flow	periodic payments that DIAND makes to the Recipient on behalf of the Government of Canada in accordance with the schedule in Annex 4 - Payment Plan.
contribution	funding under this Agreement. Under <u>contribution</u> funding: <ul style="list-style-type: none"> - all payments made by the Government of Canada must match the eligible costs incurred by the Recipient and accounted for as required by this Agreement - unexpended funds must be repaid to the Government of Canada unless otherwise specified in the Agreement, and - payments received and used for non-eligible costs, must be repaid to the Government of Canada.
delivery requirements	the description of an <u>initiative</u> and its expected outcomes set out as part of this Agreement in Annex 2 - Program, Service, and Activity <u>Delivery Requirements</u> and <u>Adjustment Factors</u> - DIAND Funding.
DIAND	Department of Indian Affairs and Northern Development which is also known as Aboriginal Affairs and Northern Development Canada.
eligible costs	reasonable expenses to support an <u>initiative</u> according to the requirements of that <u>initiative</u> as set out in Annex 2 - Program, Service, and Activity <u>Delivery Requirements</u> and <u>Adjustment Factors</u> - DIAND Funding. For example, "eligible costs" may include <u>capital costs</u> , costs of related infrastructure development, costs of shares and assets, operating costs, marketing costs, costs of engaging consultants and other qualified professionals, and costs associated with providing financial and business services.
fiscal year	unless otherwise stated, "fiscal year" is the Government of Canada's fiscal year which is the one-year period beginning on April 1 of one calendar year and ending on March 31 of the next calendar year.
grant	funding that a Recipient may use for an <u>initiative</u> as long as the Recipient continues to meet the eligibility

	requirements.
initiative	a program, service, or activity described in Annex 2 - Program, Service, and Activity <u>Delivery Requirements and Adjustment Factors - DIAND Funding</u> , towards which the Government of Canada is providing funding support under this Agreement.
Management Action Plan	a plan developed by the Recipient and acceptable to DIAND, and any amendments to the plan developed by the Recipient and acceptable to DIAND, that sets out the measures the Recipient will take to remedy a default under this Agreement.
Management Development Plan	a plan developed and approved by the Recipient which addresses the recommendations identified in a <u>DIAND</u> assessment of the Recipient's administrative, accountability, and management practices. The plan must be accepted by DIAND and implemented by the Recipient before the signing of this Agreement, and is an annex to this Agreement.
Notice of Budget Adjustment	a notice that the Government of Canada sends to the Recipient that changes a funding amount in accordance with an <u>adjustment factor</u> in Annex 2 - Program, Service, and Activity <u>Delivery Requirements and Adjustment Factors - DIAND Funding</u> .
Reporting Guide	a document prepared by DIAND, as amended from time to time, that describes the content of the reports that the Recipient must submit to DIAND with regards to the activities funded under this Agreement and that describes the content of the financial and related reports that the Recipient must submit to DIAND on an annual basis. http://www.aadnc-aandc.gc.ca/reportingguide
set off (a debt)	an approach to the payment of a debt when both parties owe each other money. The amount owing to one is reduced by the amount owing to the other. For example, A owes B \$1000 and B owes A \$1500. The set off approach allows A to discharge the debt to B leaving B owing A \$500.

Agreement No.: 1415-HQ-000097

Annex 2 - Programs, Service, and Activity Delivery Requirements and Adjustment Factors - DIAND funding

<u>Initiative</u> *program *service *activity	<u>Delivery Requirements</u>	<u>Adjustment</u> <u>Factor(s)</u>
- Basic Organizational capacity for basic funding for Aboriginal representative organizations	The Recipient will carry out the <u>project</u> activities in accordance with the attached work plan and budget, dated May 08, 2014, as well as any other terms and conditions set out in this Agreement. The Recipient must report on its progress in achieving the priorities, targets, and expected outcomes as specified in the attached work plan .	




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Agreement No.: 1415-HQ-000097

Métis Nation-Saskatchewan



BOC 2014/17 Workplan and Budget

Aboriginal Affairs and Northern Development Canada
Basic Organizational Capacity (BOC)

2014-17

Preamble

Registration and Incorporation

The Métis Society of Saskatchewan was founded in the 1930's. Originally named the *Métis Society of Saskatchewan*, it changed names in 1976 to the *Association of Métis and Non-Status Indians of Saskatchewan*, and finally, in 1988, reflecting Métis recognition in the Constitution of Canada, to the *Métis Nation of Saskatchewan*, (M N of S). It became the *Metis Nation-Saskatchewan Secretariat, Inc.*, (known commonly as the MN-S); on April 1st, 2001 and on the 28th day of January, 2002, it was incorporated in the Métis Act, recognized as Chapter M-14.01 of the Statutes of Saskatchewan (2001).

Latest Stat Can information has identified 48,120 Métis within Saskatchewan. Saskatchewan leaders estimate a range higher; between 60,000 to 80,000 Métis. The Métis Act created the Métis Nation- Secretariat Inc. as a body corporate for bilateral relations on behalf of the Métis within the province. In the 2007 election approximately 5,300 Métis people registered to vote in the MNS elections. Currently the new registry (established in 2009) has approximately registered 4,000 Metis citizens and continues to process the 3,000 applications on file with more applications filed daily with the Registry.

Vision

Saskatchewan Métis citizens will enjoy prosperity, opportunity, security and a high quality of life as full participants in a thriving, sustainable Saskatchewan, Métis economy. We greet the future with confidence, knowing that our Métis communities are and will continue to be among the best places in Canada in which Métis live, are and will continue to be educated, work, visit, invest and participate in Métis Cultural Activities.

Mission

MN-S will, both on its own and through partnerships with Aboriginal and Non-Aboriginal governments, institutions and businesses, lead the way in meeting the political, economic and social needs of Métis people in Saskatchewan, through holistic approaches to the provision of affordable, comprehensive, culturally-appropriate, healthy, safe, sustainable program and service options.

Principles

1. Métis Citizens have a right to opportunities for economic, cultural, social and political inclusion, and a responsibility to participate and contribute within their capacities.
2. Citizenship for all Métis people is a shared responsibility and is achieved through partnerships among individuals, families, communities, institutions and governments.
3. Sustainable Métis political, financial, economic, resources, land, justice, health, education and social policy reflects widely shared values and is developed through open dialogue with Métis and Non-Métis governments, suppliers of goods and services, clients, stakeholders, the Métis public and the public at large.



4. Interventions to support Métis citizenship should be built on the best evidence of what works.
5. Programs and services should be the least intrusive possible to achieve desired objectives.
6. MN-S with primary accountability through its Executive, PMC and MNLA to its membership, is accountable to its government, institutional and business partners, the Métis public and the public at large for the effectiveness and efficiency of its programs and services.

Executive Members,

As of the election are now:

- President
- Vice President
- Treasurer
- Secretary

On September 8th, 2012, the Métis citizens of Saskatchewan elected the following representatives as Regional Directors with a mandate to act as Community Economic/Social and Governance Development Officers.

- Northern Region I
- Northern Region II
- Northern Region III
- Eastern Region I
- Eastern Region II
- Eastern Region IIA
- Eastern Region III
- Western Region I
- Western Region IA
- Western Region II
- Western Region IIA
- Western Region III
- Women Representative
- Youth Representative



Governance Mandate

The MN-S, is the governing body (pursuant to S. 35. 1 *Constitution Act, 1982*), mandated by its citizens to represent for the interests of those citizens

The MN-S, as a governing body, has a membership to an identifiable group of Métis communities, and/or organizations. The MN-S applies its representation to Métis citizens residing within the Provincial boundaries of the Province of Saskatchewan.

The MN-S, as a governing body, has demonstrated that it has the support and is representative of the majority of potential constituents within its jurisdiction.

The MN-S, as a governing body, does not receive other core funding from any other federal department, including AANDC for the purpose of maintaining a basic organizational capacity to represent or advocate for the interest of its citizens.

Program Area	Objectives	Activities	Expected Results	Results
SALARIES				
President \$75,000 (100%) 2014/15 \$85,000 (100%) 2015/16 \$85,000 (100%) 2016/17	As the head political figure of the MN-S: To contribute to the overall good administration of the Nation.	Observing and monitoring day to day MN-S operations. Act as signing authority for the MNS. Accessible for meetings.	Fluid information flow between political and administration resulting in cohesion in goal setting, strategies, and task completion. Less misunderstandings and gaps in communication.	
Minister to Education, Harvesting, Back to Batoche, Health		Table reports for the MNLA	Information exchange between Local Presidents and the MN-S President resulting in knowledge in regard to the President's activities and direction of the Nation.	

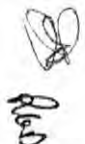
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	Effective ministries operating within the Nation.	By assigning competent Ministers to portfolios and evaluating the effectiveness of portfolios.	Effective leadership in portfolios and monitoring of performance resulting in work plans being completed on budget.	
	Creating and maintaining strong working relationships with the Provincial and Federal governments, NGO's, non-profits, community organizations, and corporations.	Attending meetings with these entities	Results will include adequate:	
		Referring, where appropriate, requests and information to Ministers and DO.	<ul style="list-style-type: none"> - Fact finding - Disseminating the Nation's positions. - Ensuring follow up and referrals on issues. Actions will be taken on outstanding issues. 	
		Reading and keeping fully apprised as to political, economic, administrative and aboriginal issues.	Ongoing education resulting in increased knowledge and skills for negotiating and initiating programs.	
	Active and consistent application of the MNS vision or mandate. (self-government)	Attending meetings	It is customary for political leaders to engage their constituents. Results are, but not limited to, exchanging viewpoints, updating information and addressing concerns. The result being more collaborative effort among Métis citizens. Estimate 15 meetings over per year.	
		Speaking at meetings		
		Promoting dialogue within the Métis Nation.		
	Active and consistent	Work with Local and	Potential to affect change	

	application of the MNS vision or mandate in regard to a Métis land base.	Regional groups who wish to protect and/or increase their current land bases.	In Métis Act to include sections on land protection.	
	Regularly scheduled, productive, and positive PMC meetings.	Chair and organize, prepare agenda, and promote, board meetings	Promotes smoother board operation. This should result in increased cooperation and collaboration between the PMC members. Est. 12 meetings per year.	
	Support an ever increasing Métis cultural and political "footprint" regionally, provincially and federally.	Chairs the Batoche Committee.	Results in a higher profile and public enlightenment of the Métis culture and issues. This activity should result in media presence estimated once every 14 days.	
		Attending meetings		
		Speaking at meetings		
		Public announcements through media on Métis issues.		
	Consistent and pragmatic representations to Métis citizens who request information, submit grievances, and seek leadership.	Attend community events to promote Métis nationhood	The president has an open door policy therefore is very accessible to Métis citizenry and as a result will consult and dialogue directly with Métis citizens. This results in a collegial and trusting relationship with citizens. Est 1 50 such discussions annually.	
		Meet with Métis individuals.		
		Refer issues to Ministers and DO.	Following above issues referred to appropriate ministers for action.	

860



			Results in follow up and resolution of issues.	
		Attend events	Results in the president hearing important	
		Report to and listen to Métis citizens- community consultation sessions.	contemporary issues and ideas. This enables the president to respond and act upon emerging issues. Estimate 10 meetings annually.	
	A consistent and accurate information flow to the Métis people.	President report to MNLA.	Result in citizenry being informed and trusting in the Nation's programs and direction. Media coverage will reach and inform	
		Public announcements through media on Métis issues.	citizens as to progress in governance. Attending consultations benefits the executive in assessing and learning about pertinent Nation issues. This activity should result in media presence estimated once every 14 days.	
		Report to and listen to Métis citizens- community consultation sessions.		
	Positive interaction with all regions regarding special initiatives and therefore creating positive consultation with the Métis people of Saskatchewan to provide proper input and development. (EX. Sask. Child Welfare Review.	Attending meetings	Results in the president hearing important	
		Speaking at meetings	contemporary issues and ideas. This enables the president to respond and act upon emerging issues. Estimate 10 meetings annually.	
		Communication with affiliates.		
		Directing research projects.	This provides follow up to	

	Fisheries, etc.)	on current issues where required.	the above. Action on issues arising from meetings.	
	An active involvement in national Métis affairs and events.	Consulting with DO and appropriate administrative staff in regard to processes and work plan substance.	Fluid information flow between political and administration resulting in cohesion in goal setting, strategies, and task completion. Less misunderstandings and gaps in communication.	
	An active involvement in national Métis affairs and events.	Meetings and collateral business as Saskatchewan Métis representative on the Métis National Council.	Results in Saskatchewan having active participation in national issues. The President brings Saskatchewan perspective to current and arising issues on Métis governance to the national forum. Estimate 4 meetings per year.	
	Improving communications between Executive branch and Local presidents.	Continued meetings with Local presidents, telephone communications.	This will satisfy the requests made by Local Presidents at a March 15 th 2010 workshop, asking for more direct communications and involvement by the Métis headquarters in Saskatoon	
			summary of activities, including meetings will be an appendix to the final	

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RLO

		report	
Vice President \$75,000 (100%) 2014/17	As a leading political figure of the MN-S		
	To contribute to the overall good administration of the Nation	Table reports for the MNLA	Fluid information flow between political and administration resulting in cohesion in goal setting, strategies, and task completion. Less misunderstandings and gaps in communication.
		Represents the President when requested and co-ordinate appearances with PMC members.	
		Assist MN-S Ministers upon request.	Executive access available to Ministers thereby providing political leadership in each portfolio. Estimated 200 discussions.
	Creating and maintaining strong working relationships with the Provincial and Federal governments, NGO's, non-profits, community organizations, and corporations.	Attending meetings with these entities	Results will include adequate:
		Referring, where appropriate, requests and information to Ministers and DO.	<ul style="list-style-type: none"> - Fact finding - Disseminating the Nation's positions. - Ensuring follow up and referrals on issues. Actions will be taken on outstanding issues.
		Reading and keeping fully apprised as to political, economic, administrative and aboriginal issues	Ongoing education resulting in increased knowledge and skills for negotiating and initiating

	Active and consistent application of the MNS vision or mandate. (self-government)	Attending meetings	programmes. It is customary for political leaders to engage their constituents. Results are, but not limited to, exchanging viewpoints, updating information and addressing concerns. The result being more collaborative effort among Métis citizens. Estimate 10 meetings per year.	
		Speaking at meetings		
		Represent the President when requested and co-ordinate appearances with PMC members		
		Attend community events to promote Métis Nationhood.		
	Active and consistent application of the MNS vision or mandate in regard to a Métis land base.	Work with Local and Regional groups who wish to protect and/or increase their current land bases.	Potential to affect change in <i>Métis Act</i> to include sections on land protection.	
	Support an ever increasing Métis cultural and political "footprint" regionally, provincially and federally.	Member of the Batoche Committee, as well as assist the President who chairs the committee.	Results in a higher profile and public enlightenment of the Métis culture and issues. This activity should result in media presence estimated once every 14 days.	
		Attending meetings		
		Speaking at meetings		
		Attend community events to promote Métis nationhood.		
	Consistent and pragmatic representations of Métis citizens who request information, submit grievances, and seek leadership.	Meet with Métis individuals.	The vice president has an open door policy therefore is very accessible to Métis citizens and as a result will consult and dialogue directly with Métis citizens. This results in a collegial and trusting relationship with citizens.	

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			Est150 such discussions annually	
		Refer Issues to Ministers and DO.	Following above issues referred to appropriate Ministers for action. Results in follow up and resolution of Issues.	
		Attend events	Results in the vice president hearing	
		Report to and listen to Métis citizens- community consultation sessions.	Important contemporary Issues and Ideas. This enables the president to respond and act upon emerging issues.	
		Interaction with Métis Youth and Women.	Estimate 10 meetings/year.	
	A consistent and accurate information flow to the Métis people.	Communication with Elders		
		Vice-president report to MNLA.	Result in citizenry being informed and trusting in the Nation's programs and direction. Media coverage will reach and inform citizens as to progress in governance. Attending consultations benefits the executive in assessing and learning about pertinent Nation Issues. This activity should result in media presence estimated once every 14 days.	
	Positive interaction with all regions regarding special initiatives and therefore creating positive	Executive representative at meetings.		
		Attending meetings	Results in the vice president hearing	
		Speaking at meetings	Important contemporary Issues and Ideas. This	

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	consultation with the Métis people of Saskatchewan to provide proper input and development. (EX. Sask. Child Welfare Review, Fisheries, etc.)		enables the vice president to respond and act upon emerging issues Estimate 10 meetings/year.	
		Consult with all regions regarding special initiative pertaining to the MNS, Province of Saskatchewan and the Government of Canada	This provides follow up to above, action on issues arising from meetings.	
	Corporate identity based on efficiency and best practices.	Consulting with DO and appropriate administrative staff in regard to processes and work plan substance.	Fluid information flow between political and administration resulting in cohesion in goal setting, strategies, and task completion. Less misunderstandings and gaps in communication.	
	An active involvement in national Métis affairs and events	Engaging and advancing Métis rights issues.	Results in Saskatchewan having active participation in national issues. The vice president brings Saskatchewan perspective to current and arising issues on Métis	
		Sit on Métis National Council's Métis Rights panel.	governance to the national forum. The vice president represents the president if absent. Estimate 4 meetings a year.	
		Alternate Representative on behalf of the Provincial President on the Métis National Council.		
			Summary of activities, including meetings will be	

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			an appendix to the final report	
Provincial Secretary \$65,000 (100%) 2014/15 \$75,000 (100%) 2015/16 \$75,000 (100%) 2016/17 Minister Registry, Social Services, and Veterans	As the executive responsible for Intra governmental operations			
	To contribute to the overall good administration of the Nation	Observing and monitoring day to day MN-S operations.	Fluid information flow between political and administration resulting in cohesion in goal setting, strategies, and task completion. Less misunderstandings and gaps in communication.	
		Accessible for meetings. Table reports for the MNLA		
	Creating and maintaining strong working relationships with the Provincial and Federal governments, NGO's, non-profits, community organizations, and corporations.	Attending meetings with these entities	Results will include adequate: <ul style="list-style-type: none"> - Fact finding - Disseminating the Nation's positions. - Ensuring follow up and referrals on issues. Actions will be taken on outstanding issues. 	
		Referring, where appropriate, requests and information to Ministers and DO.		
		Reading and keeping fully apprised as to political, economic, administrative and aboriginal issues	Ongoing education resulting in increased knowledge and skills for negotiating and initiating programmes.	
	Active and consistent application of the MNS vision or mandate. (self-government)	Attending meetings with these entities	It is customary for political leaders to engage their constituents. Results are, but not limited to,	
		Referring, where		

		appropriate, requests and information to Ministers and DO.	exchanging viewpoints, updating information and addressing concerns. The result being more collaborative effort among Métis citizens. Estimate 10 meetings per year.	
	Support an ever increasing Métis cultural and political "footprint" regionally, provincially and federally. Consistent and pragmatic representation of Métis citizens who request information, submit grievances, and seek leadership	Attending meetings	Results in a higher profile and public enlightenment of the Métis culture and issues.	
		Speaking at meetings		
		Promoting dialogue within the Métis Nation.		
		Meet with Métis individuals.	The provincial secretary has an open door policy therefore is very accessible to Métis citizenry and as a result will consult and dialogue directly with Métis citizens. This results in a collegial and trusting relationship with citizens. Est 150 such meetings annually	
		Refer issues to Ministers and DO.	Following above issues referred to appropriate ministers for action. Results in follow up and resolution of issues.	
		Attend events	Results in the president hearing important contemporary issues and ideas. This enables the president to respond and act upon emerging issues.	
		Report to and listen to Métis citizens- community consultation sessions.		

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	To ensure that Local registration is completed and accurate resulting in a verifiable, accurate and up to date central database. This activity will be considered as high priority for this term as 2012 is an election year.	Engage with the locals to continue to grow the MNS citizenship.	Estimate 10 meetings. The results here are critical. The results must end up with Locals having all updated information registered for their participation in the Nation. This is important because of government's diligence requirements as they are choosing to use Locals as duty to consult vehicles. Result should be 100% active Locals eligible for registration at next MNLA.	
		Undertake consistent communications with Locals including monitoring their registration requirements.		
		Promote community Local meetings to elect directors and seek funding.	Results will be verification of the requirements to become active Locals in the Nation. A Local organizer in place by next fiscal year.	
	Currently- Provide a consistent and objectively verifiable Métis citizen registry and by doing so, ensuring a professional service citizens and new citizen applicants and ensure continuity.	Seek funding for Local organizers to assist Locals in infrastructure development.		
		Currently acts a Minister for the Registry	High Priority- A updated objectively verifiable registry will be maintained. Progress on the registry will be properly and timely reported.	
	Positive interaction with all regions regarding special initiatives and therefore creating positive	Reports to the PMC on registry activities.		
		Attending meetings	Results in the secretary hearing important contemporary issues and ideas. This enables the	
		Speaking at meetings		
		Communication with		



	consultation with the Métis people of Saskatchewan to provide proper input and development. (EX: Sask. Child Welfare Review, Fisheries, etc.	affiliates.	secretary to respond and act upon emerging issues Estimate 10 meetings.	
		Consult with all regions regarding special initiative pertaining to the MNS, Province of Saskatchewan and the Government of Canada	This provides follow up to above Action on issues arising from meetings.	
	Corporate Identity based on efficiency and best practices	Undertake the responsibility of the Federal Powley Initiative; ensure that the MNS Registry moves forward maintaining confidentiality, independence, and integrity.	Fluid information flow between political and administration resulting in cohesion in goal setting, strategies, and task completion. Less misunderstandings and gaps in communication	
	Minister on Child and Youth		Updated information as to Child and Youth/Child Welfare updates, issues, administration, and programs relayed to the political leaders for distribution to citizens. Estimated ongoing regular meetings throughout the year	
			summary of activities, including meetings will be an appendix to the final report	
Treasurer \$75,000 (100%) 2014 - 17	As the chief financial officer			

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Minister Sports and Recreation, Economic Development, and Northern Affairs	To contribute to the overall good administration of the Nation.	Observing and monitoring day to day MN-S financial operations.	Fluid financial information flow between political and administration resulting in cohesion in goal setting, strategies, and task completion. Less misunderstandings and gaps in communication.	
		Act as signing authority for the MNS.		
		Act as supervisor for the DO.	Results in monitoring Director of Operations (DO) performance for annual evaluations. Provides for a nexus between operations and the executive, which will result in effective administration.	
		Consult with MNS Ministers upon request.	Executive access available to ministers thereby providing political leadership in each portfolio. Estimated 100 discussions.	
		Provide financial information to the PMC meetings.	Updated information as to financial issues, administration, and programs relayed to the political leaders for distribution to citizens. Estimated 6 meetings/year.	
		Table reports for the MNLA		
	Create and sustain competent and accurate	Work with Treasury Board on a consistent basis. Est.	Treasury board capable of advising PMC as to current	

	financial recording and operations for the MN-S.	6 meetings.	financial status of the Nation and can monitor expenditures and revenue.	
		Work with Auditor and Financial management team to install appropriate systems and protocols are developed to enhance financial diligence.	Best practice for financial management.	
		Works with DO and financial unit.	Provides for a nexus between operations and financial planning and expenditures, which will result in balanced budgets, effective financial management as assigned by work plans.	
	Ensure financial reporting and monthly statements are up to date with the finance department.	Manage the ministry financials by working directly with the Directors and providing them with up to date financial statements to ensure that they are completing their respective work plans.	Current financial information available for PMC, Executive, Ministerial, and Director's review.	
	Effective financial administration of ministries operating within the Nation.	Manage the ministry financials by working directly with the Directors and providing them with up to date financial statements to ensure that they are completing their respective work plans. Estimated 20 discussions.	Effective applications of work plans in conjunction with available finances. Financial monitoring will assist in applying appropriate resources to activities.	

		To oversee and ensure competent and accurate financial recording and financial operation of the MNS.		
		Regularly scheduled, financial reports to the Treasury Board and PMC.	Monthly reports prepared.	
	Creating and maintaining strong working relationships with the Provincial and Federal governments, NGO's, non-profits, community organizations, and corporations.	Attending meetings with these entities	Results will include adequate:	
		Referring, where appropriate, requests and information to Ministers and DO.	<ul style="list-style-type: none"> - Fact finding - Disseminating the Nation's positions. - Ensuring follow up and referrals on issues. Actions will be taken on outstanding issues. 	
		Reading and keeping fully apprised as to political, economic, administrative and aboriginal issues	Ongoing education resulting in increased knowledge and skills for negotiating and initiating programs.	
	Active and consistent application of the MNS vision or mandate. (self-government)	Attending meetings	It is customary for political leaders to engage their constituents. Results are, but not limited to, exchanging viewpoints, updating information and addressing concerns. The result being more collaborative effort among Métis citizens. Estimate	
		Speaking at meetings		
		Attend community events to promote Métis Nationhood		

169

	Support an ever increasing Métis cultural and political footprint regionally, provincially and federally.	Attending meetings	10 meetings over the year.	
		Speaking at meetings	Results in a higher profile and public enlightenment of the Métis culture and issues. This activity should result in media presence estimated once every 14 days.	
		Attend community events to promote Métis nationhood		
	Consistent and pragmatic representation of Métis citizens who request information, submit grievances, and seek leadership	Meet with Métis individuals.	The Treasurer has an open door policy therefore is very accessible to Métis citizenry and as a result will consult and dialogue directly with Métis citizens. This results in a collegial and trusting relationship with citizens. Est75 such discussions annually	
		Refer issues to Ministers and DO.	Following above issues referred to appropriate ministers for action. Results in follow up and resolution of issues.	
		Attend events Report to and listen to Métis citizens- community consultation sessions.	Results in the Treasurer hearing important contemporary issues and ideas. This enables the treasurer to respond and act upon emerging issues. Estimate 10 meetings/year.	
	A consistent and accurate information flow to the	Treasurers report to MNLA.	The report will support financial transparency and	

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	Métis people.		Inform delegates as to the MN-s revenue and expenditures.	
		Treasurers report to Treasury Board and PMC.	Monthly reports to Treasury Board will provide financial leadership, verification, and accountability. The Treasury Board will be able, based on information and knowledge, support the Treasurer's reports to the PMC. This will result in clearer understanding within the leadership of matching finances to programs. Estimate 10 meetings/year.	
	Positive interaction with all regions regarding special initiatives and therefore creating positive consultation with the Métis people of Saskatchewan to provide proper input and development. (EX. Sask. Child Welfare Review, Fisheries, etc.)	Attending meetings	Results in the treasurer hearing important contemporary issues and ideas. This enables the president to respond and act upon emerging issues. Estimate 10 meetings/year.	
		Speaking at meetings		
		Communication with affiliates		
		Consult with all regions regarding special initiative pertaining to the MNS, Province of Saskatchewan and the Government of Canada	This provides follow up to above. Action on issues arising from meetings.	
	Corporate identity based	Consulting and supervising	Fluid information flow	

	on efficiency and best practices	DO and appropriate administrative staff in regard to financial processes and work plan substance.	between political and administration resulting in cohesion in goal setting, strategies, and task completion.	
			summary of activities, including meetings will be an appendix to the final report	
Administrative Support \$11,000.00 2014/15	Support staff for the MN-S Executive (Prorated)	The Administrative Support will handle the mail, phone calls, emails, order supplies, and greet visitors. Basic support for the Executive.	Manage the Executive phone calls, mail, supplies, and schedules.	
Employee Benefits 15%-Employee and Executive \$45,150.00 (2014/15) \$46,500.00 (2015 – 17)	To ensure legal requirements and other employee benefits.	Paying employee portion of benefits.	Compliance with regulatory conditions.	

Deliverables

- A separate summary report for the President, Vice President, Treasurer and Secretary outlining activities and accomplishments for the year will be provided to the Aboriginal Affairs and Northern Development Canada.
- AGA/MNLA binder or kit will be provided to the AANDC.
- Hold a properly and duly called Métis Nation Legislative Assembly, pursuant to its internal instruments, including its constitution, with required quorum, by September 30, 2014.
- The MN-S will provide written notice to the Government of Canada by September 30, 2014, whether it has had held a properly and duly called Métis Nation Legislative Assembly.
- The MN-S recognizes that it will be in default of this agreement if it has not held a properly and duly called Métis Nation Legislative Assembly by September 30, 2014.

Budget 2014/16

BOC 2014/15	\$414,000
Executive	
President	\$75,000.00
Vice President	\$75,000.00
Treasurer	\$75,000.00
Secretary	\$65,000.00
Total Executive	\$290,000.00
Professional Fees	
Finance	\$45,000.00
Total Professional Fees	\$45,000.00
Rent	\$22,850.00
Total Rent	\$22,850.00
Salaries	
Admin Support	\$11,000.00
Total Salaries	\$11,000.00
Benefits	
Executive	\$43,500.00
Employee 15%	\$1,650.00
Total Benefits	\$45,150.00
Total	\$414,000.00
Balance	

BOC 2015/16	\$414,000
Executive	
President	\$85,000.00
Vice President	\$75,000.00
Treasurer	\$75,000.00
Secretary	\$75,000.00
Total Executive	\$310,000.00
Professional Fees	
Finance	\$45,000.00
Total Professional Fees	\$45,000.00
Rent	\$12,500.00
Total Rent	\$12,500.00
Benefits	
Executive	\$46,500.00
Total Benefits 15%	\$46,500.00
Total	\$414,000.00
Balance	-

BOC 2016/17	\$414,000
Executive	
President	\$85,000.00
Vice President	\$75,000.00
Treasurer	\$75,000.00
Secretary	\$75,000.00
Total Executive	\$310,000.00
Professional Fees	
Finance	\$45,000.00
Total Professional Fees	\$45,000.00
Rent	\$12,500.00
Total Rent	\$12,500.00
Benefits	
Executive	\$46,500.00
Total Benefits 15%	\$46,500.00
Total	\$414,000.00
Balance	-

Cash Flow 2014/15

BOC 2014/15	April	May	June	July	August	September	October	November	December	January	February	March	Total
President Salary	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$75,000.00
Vice President Salary	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$75,000.00
Treasurer Salary	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$75,000.00
Secretary Salary	\$5,416.66	\$5,416.66	\$5,416.66	\$5,416.66	\$5,416.67	\$5,416.67	\$5,416.67	\$5,416.67	\$5,416.67	\$5,416.67	\$5,416.67	\$5,416.67	\$65,000.00
Admin Support	\$916.67	\$916.67	\$916.67	\$916.67	\$916.67	\$916.67	\$916.67	\$916.66	\$916.66	\$916.66	\$916.66	\$916.67	\$11,000.00
Employee Benefits	\$3,762.50	\$3,762.50	\$3,762.50	\$3,762.50	\$3,762.50	\$3,762.50	\$3,762.50	\$3,762.50	\$3,762.50	\$3,762.50	\$3,762.50	\$3,762.50	\$45,150.00
Total	\$28,845.83	\$28,845.83	\$28,845.83	\$28,845.83	\$28,845.84	\$28,845.84	\$28,845.84	\$28,845.83	\$28,845.83	\$28,845.83	\$28,845.83	\$28,845.84	\$346,150.00
Finance	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$45,000.00
Rent	\$1,910.00	\$1,910.00	\$1,910.00	\$1,900.00	\$1,900.00	\$1,910.00	\$1,900.00	\$1,900.00	\$1,900.00	\$1,900.00	\$1,900.00	\$1,910.00	\$22,850.00
Total Expenses	\$34,505.83	\$34,505.83	\$34,505.83	\$34,495.83	\$34,495.84	\$34,505.84	\$34,495.84	\$34,495.83	\$34,495.83	\$34,495.83	\$34,495.83	\$34,505.84	\$414,000.00

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Cash Flow 2015/16

BOC 2015/16	April	May	June	July	August	September	October	November	December	January	February	March	Total
President Salary	\$7,083.33	\$7,083.33	\$7,083.33	\$7,083.33	\$7,083.33	\$7,083.33	\$7,083.34	\$7,083.34	\$7,083.34	\$7,083.33	\$7,083.33	\$7,083.34	\$85,000.00
Vice President Salary	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$75,000.00
Treasurer Salary	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$75,000.00
Secretary Salary	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$75,000.00
Employee Benefits	\$3,875.00	\$3,875.00	\$3,875.00	\$3,875.00	\$3,875.00	\$3,875.00	\$3,875.00	\$3,875.00	\$3,875.00	\$3,875.00	\$3,875.00	\$3,875.00	\$46,500.00
Total	\$29,708.33	\$29,708.33	\$29,708.33	\$29,708.33	\$29,708.33	\$29,708.33	\$29,708.34	\$29,708.34	\$29,708.34	\$29,708.33	\$29,708.33	\$29,708.34	\$356,500.00
Finance	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$45,000.00
Rent	\$1,041.66	\$1,041.67	\$1,041.67	\$1,041.66	\$1,041.67	\$1,041.67	\$1,041.67	\$1,041.67	\$1,041.67	\$1,041.66	\$1,041.66	\$1,041.67	\$12,500.00
Total Expenses	\$34,499.99	\$34,500.00	\$34,500.00	\$34,499.99	\$34,500.00	\$34,500.00	\$34,500.01	\$34,500.01	\$34,500.01	\$34,499.99	\$34,499.99	\$34,500.01	\$414,000.00



Cash Flow 2016/17

BOC 2016/17	April	May	June	July	August	September	October	November	December	January	February	March	Total
President Salary	\$7,083.33	\$7,083.33	\$7,083.33	\$7,083.33	\$7,083.33	\$7,083.33	\$7,083.34	\$7,083.34	\$7,083.34	\$7,083.33	\$7,083.33	\$7,083.34	\$85,000.00
Vice President Salary	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$75,000.00
Treasurer Salary	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$75,000.00
Secretary Salary	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$75,000.00
Employee Benefits	\$3,875.00	\$3,875.00	\$3,875.00	\$3,875.00	\$3,875.00	\$3,875.00	\$3,875.00	\$3,875.00	\$3,875.00	\$3,875.00	\$3,875.00	\$3,875.00	\$46,500.00
Total	\$29,708.33	\$29,708.33	\$29,708.33	\$29,708.33	\$29,708.33	\$29,708.33	\$29,708.34	\$29,708.34	\$29,708.34	\$29,708.33	\$29,708.33	\$29,708.34	\$356,500.00
Finance	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$45,000.00
Rent	\$1,041.66	\$1,041.67	\$1,041.67	\$1,041.66	\$1,041.67	\$1,041.67	\$1,041.67	\$1,041.67	\$1,041.67	\$1,041.66	\$1,041.66	\$1,041.67	\$12,500.00
Total Expenses	\$34,499.99	\$34,500.00	\$34,500.00	\$34,499.99	\$34,500.00	\$34,500.00	\$34,500.01	\$34,500.01	\$34,500.01	\$34,499.99	\$34,499.99	\$34,500.01	\$414,000.00

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Agreement No.: 1415-HQ-000097

Notes

Budget Note-- Auditor is KPMG.

*Note: We provide assurance that, where lobbyists are utilized, they are registered in accordance with the Lobbyist Registration Act and that no contingency fee exists.

**Note: We provide assurance we do not employ any former public servants (within the past 12 months) who are under the Values and Ethics Code for the Public Service.

***Note: We will not be using any legal costs toward litigation against any level of the Crown from the Office of the Federal Interlocutor's core funding program.

****Note: Please note that the enclosed report represents the views of the authors and does not necessarily signify the concurrence of the Government of Canada, nor does it obligate the Government of Canada to any activity proposed herein.

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Agreement No.: 1415-HQ-000097

Annex 3 - Conditions of Payment - DIAND funding**Basic funding principles**

Recipients must:

- use funds for the initiative(s) identified in Annex 2 (section 9.1)
- use funds only for eligible costs up to the maximum allowed (section 9.1)
- use funds in the fiscal year for which they were provided (section 13)
- cover any overspending that occurs when initiative costs are greater than the amount of initiative funding provided by the Government of Canada (section 16)
- report on the use of funds as required (section 11)

Note:

- any overpayment is a debt due to the Government of Canada (section 17)

1 General matters

- 1.1 Subject to the terms of this Agreement, maximum amounts payable by DIAND to the Recipient by fiscal year are as follows:

An amount of up to Four Hundred Fourteen Thousand dollars (\$414,000) for Fiscal Year 2014-2015 to support Basic Organizational Capacity for ARO;
 An amount of up to Four Hundred Fourteen Thousand dollars (\$414,000) for Fiscal Year 2015-2016 to support Basic Organizational Capacity for ARO;
 An amount of up to Four Hundred Fourteen Thousand dollars (\$414,000) for Fiscal Year 2016-2017 to support Basic Organizational Capacity for ARO;

- 1.2 The Payment Plan in Annex 4 identifies the maximum amounts payable for each initiative for each fiscal year.
- 1.3 Subject to the terms of this Agreement, DIAND will make payments to the Recipient according to the provisions in section 2 (Payment specifics).
- 1.4 Depending on the circumstances, payments may be:
- advanced to the Recipient
 - reimbursed after the Recipient meets the conditions set out below under "Payment request requirements",
 - held back until the Recipient has met the conditions set out below under "Holdback requirements".
- 1.5 When the Recipient fails to report on an eligible cost as required by this Agreement, any funds advanced to the Recipient for that cost will be deemed to be an overpayment which must be paid back to DIAND.

2 Payment specifics**Advance payments, if applicable**

- 2.1 DIAND will make periodic payments to the Recipient according to the cash flow set out in the Payment Plan in Annex 4.

Payment request requirements, if applicable

- 2.2 "Section 38, Notices in writing promptly"
- Not normally applicable

Holdback requirements, if applicable

- 2.3 If Annex 4 shows a "Holdback" amount for any program, service or activity for which funding is provided under this Agreement, Canada will not release that amount until the requirements of Annex 5 (reporting

requirements and due dates) are met.

When the Recipient meets these requirements to DIAND's satisfaction, DIAND will pay the held back amount within 45 days, subject to provisions on Overpayments owing to DIAND (section 17.1).

Set Contribution Funding, SET - NOT APPLICABLE

- 2.4 Any amount identified as SET in the Payment Plan in Annex 4 must be spent on eligible costs of the specified initiative in the fiscal year for which the amount is provided.
- 2.5 Any amount that the Recipient spends that is more than the maximum SET amount for an initiative for the specified fiscal year is the responsibility of the Recipient.
- 2.6 Any amount of SET funding set out in the Payment Plan in Annex 4 that has been paid to the Recipient is an overpayment that the Recipient must pay back to DIAND when:
 - (a) the Recipient has not provided the required reports concerning the funds, or
 - (b) the Recipient has not spent the amount in the fiscal year for which it is provided on an eligible cost of the specified initiative

Flexible Contribution Funding, FLEX - NOT APPLICABLE

- 2.7 Any amount identified as FLEX in the Payment Plan in Annex 4 must be spent on eligible costs of the specified initiative, in the fiscal year for which the amount is provided.
- 2.8 Any amount that the Recipient spends that is more than the maximum FLEX amount for an initiative for the specified fiscal year is the responsibility of the Recipient.
- 2.9 Any amount of FLEX funding set out in the Payment Plan in Annex 4 that has been paid to the Recipient is an overpayment of FLEX funding that the Recipient must pay back to DIAND when:
 - (a) the Recipient has not provided the required reports concerning the funds,
 - (b) the amount is spent on an expense that is not an eligible cost of the specified initiative,
 - (c) the Recipient has not spent the funds, as permitted by this Agreement, by the expiry or termination of this Agreement, or
 - (d) unless section 2.10 applies to the amount, the amount is not spent in the fiscal year for which it was provided.
- 2.10 The Recipient may spend an unexpended FLEX amount provided for an initiative in one fiscal year in the next fiscal year when:
 - (a) the next fiscal year starts before this Agreement ends,
 - (b) the Recipient identifies the unexpended amounts in its financial reports,
 - (c) the unexpended amount is spent on eligible costs of the same initiative,
 - (d) this Agreement has not expired or has not been terminated before the amount is spent, and
 - (e) the Recipient is not in default of this Agreement or any other agreement through which DIAND provides funding to the Recipient.
- 2.11 Where any requirement of section 2.10 is not met, the unexpended FLEX amount is an overpayment of FLEX funding that the Recipient must pay back to DIAND.
- 2.12 Any overpayment of unexpended FLEX funding must be paid back to DIAND by the earliest of these events:
 - the end of the initiative, as set out in the Payment Plan in Annex 4
 - the expiry of this Agreement, or
 - the termination of this Agreement.

Fixed Contribution Funding, FIXED

- 2.13 Any amount identified as FIXED in the in the Payment Plan in Annex 4 must be spent on eligible costs of the specified initiative in the fiscal year for which the amount is provided.
- 2.14 Any amount that the Recipient spends that is more than the maximum FIXED amount for an initiative for the specified fiscal year is the responsibility of the Recipient.
- 2.15 Any amount of FIXED funding set out in the Payment Plan in Annex 4 that has been paid to the Recipient is an overpayment of FIXED funding that the Recipient must pay back to DIAND when:
 - (a) the Recipient has not provided the required reports concerning the funds,



Agreement No.: 1415-HQ-000097

- (b) the amount is spent on an expense that is not an eligible cost of the specified initiative, or
 (c) the amount is not spent in the fiscal year for which it was provided.
- 2.16 Without limiting the remedies (section 20) or termination (section 29) provisions of this Agreement, the Recipient will be released from the obligation under 2.15 (c) to repay an unexpended FIXED amount when:
- (a) the Recipient has fulfilled all of the delivery requirements of this Agreement for the specified initiative in the fiscal year for which the amount was provided,
 (b) the amount is spent in the next fiscal year either:
- (i) on an activity that is similar to and has the same purpose as the specified initiative, or
 - (ii) in accordance with a plan for spending the amount that is submitted by the Recipient to DIAND within 120 days of the end of the fiscal year in which the amount was to have been spent and that DIAND accepts by way of notice to the Recipient, and
- (c) the Recipient reports on the use of the amount as required by the Reporting Guide.
- 2.17 Where any requirement of section 2.16 is not met, the unexpended FIXED amount is an overpayment that the Recipient must pay back to DIAND.
- 2.18 A failure to comply with an accepted plan under section 2.16 is a default under the Agreement and the default provisions apply.
- 2.19 When the Recipient retains or spends funds under section 2.16, the following sections of the Agreement apply in respect of those funds:
- section 10, record-keeping duties
 - section 11, reporting duties
 - section 12, accountability for obligations
 - section 18, default
 - section 20, remedies on default
 - section 24, audit and evaluation
 - section 25, financial records to allow for audit
 - section 28, dispute resolution
 - section 31, written waiver required
 - section 32, right to indemnity, protection from liability
 - section 33, insurance
 - section 38, notices
 - section 39.3, conflict of interest provisions regarding former federal officials

Grant Funding, GRANT - NOT APPLICABLE

- 2.20 Any amount identified as GRANT in the Payment Plan must be paid back to the Government of Canada if the Recipient no longer meets DIAND eligibility requirements for GRANT funding.

3 Unexpended funds repayment - more than one funding source

- 3.1 When the Recipient has to repay money to DIAND under this Annex, the Recipient must follow these allocation rules:
- (a) When the Recipient has received funding from more than one source for the same initiative but to cover different types of initiative expenses, the Recipient must repay DIAND amounts advanced by DIAND that were not used for the DIAND-funded initiative expenses set out in Annex 2 - Program, Service, and Activity Delivery Requirements and Adjustment Factors - DIAND funding.
- (b) When the Recipient received funding from more than one source for the same initiative to cover the same types of initiative expenses, the Recipient must calculate the percent of the total initiative funding that was received from DIAND and repay DIAND the same percent from all the unexpended funds.



Agreement No.: 1415-HQ-000097

Annex 4 - Payment Plan:
1.0 - Program/Service Budgets, Authorities and Schedule of Monthly Payments Plan
 As Of 2014/05/20

Arrangement #: 1415-HQ-000097
 Arrangement Type: ARFA (Other)
 Recipient: 3374 - METIS NATION OF SASKATCHEWAN
 Fiscal Year: 2014-2015

DEPARTMENT OF INDIAN AND NORTHERN AFFAIRS CANADA

PROGRAM / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA																	
Seq.	Fund	CC	01 APR	02 MAY	03 JUN	04 JUL	05 AUG	06 SEP	07 OCT	08 NOV	09 DEC	10 JAN	11 FEB	12 MAR	Pool	Holdback	Allocation Total \$
<u>FIXED CONTRIBUTION FUNDING (FIXED)</u>																	
Governance and Institutions of Government																	
ABORIG RIGHTS & INTERESTS - BG300																	
REPRESENTATIVE ORGS - G3803																	
BASIC FUNDING FOR ARO (HQ 0097 - BOC ARO Year 1 of 3) - NGDB (A0000 - DEFAULT ACCOUNT) (2017/03/31)																	
001	319	A4246	0.00	103,525.00	0.00	34,505.00	34,495.00	34,495.00	34,495.00	34,495.00	34,495.00	34,495.00	34,495.00	34,505.00	0.00	0.00	414,000.00
<u>TOTAL FIXED CONTRIBUTION FUNDING (FIXED)</u>																	
			0.00	103,525.00	0.00	34,505.00	34,495.00	34,495.00	34,495.00	34,495.00	34,495.00	34,495.00	34,495.00	34,505.00	0.00	0.00	414,000.00
<u>TOTAL DEPARTMENT OF INDIAN AND NORTHERN AFFAIRS CANADA</u>																	
			0.00	103,525.00	0.00	34,505.00	34,495.00	34,495.00	34,495.00	34,495.00	34,495.00	34,495.00	34,495.00	34,505.00	0.00	0.00	414,000.00
<u>TOTAL ALL DEPARTMENTS</u>																	
			0.00	103,525.00	0.00	34,505.00	34,495.00	34,495.00	34,495.00	34,495.00	34,495.00	34,495.00	34,495.00	34,505.00	0.00	0.00	414,000.00

If this Agreement covers more than one fiscal year, the following note applies:

1.0 - Program/Service Budgets, Authorities and Schedule of Monthly Payments plan shows figures for the Fiscal Year noted above only. Figures for any previous Fiscal Years are excluded for administrative convenience. The latest 1.0 - Program/Service Budgets, Authorities and Schedule of Monthly Payments Plan covering a previous Fiscal Year is deemed to continue to be a part of this Schedule

Annex 4 - Payment Plan:
2.0 - Cash Flow by Fiscal Year by Department
 As Of 2014/05/20

Arrangement #: 1415-HQ-000097
 Arrangement Type: ARFA (Other)
 Recipient: 3374 - METIS NATION OF SASKATCHEWAN
 Current Year: 1 of 3

Budget	Funding	2014-2015	2015-2016	2016-2017	Total
Department of Indian and Northern Affairs Canada	Block Contribution	0.00	0.00	0.00	0.00
	Other *(1)	414,000.00	0.00	0.00	414,000.00
Total		414,000.00	0.00	0.00	414,000.00

*(1) Other funding includes Set, Fixed and Flexible contributions and Grant Funding, if any.

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Agreement No.: 1415-HQ-000097

Annex 4 - Payment Plan:
3.0 - Cash Flow by Month and Year - ALL FUNDING by type and month
 As Of 2014/05/20

Arrangement #: 1415-HQ-000097
 Arrangement Type: ARFA (Other)
 Recipient: 3374 - METIS NATION OF SASKATCHEWAN
 Current Year: 1 of 3

Block Contribution	2014-2015	2015-2016	2016-2017	Total
April	\$0.00	\$0.00	\$0.00	\$0.00
May	\$0.00	\$0.00	\$0.00	\$0.00
June	\$0.00	\$0.00	\$0.00	\$0.00
July	\$0.00	\$0.00	\$0.00	\$0.00
August	\$0.00	\$0.00	\$0.00	\$0.00
September	\$0.00	\$0.00	\$0.00	\$0.00
October	\$0.00	\$0.00	\$0.00	\$0.00
November	\$0.00	\$0.00	\$0.00	\$0.00
December	\$0.00	\$0.00	\$0.00	\$0.00
January	\$0.00	\$0.00	\$0.00	\$0.00
February	\$0.00	\$0.00	\$0.00	\$0.00
March	\$0.00	\$0.00	\$0.00	\$0.00
Pool	\$0.00	\$0.00	\$0.00	\$0.00
Holdback	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00	\$0.00

Other Funding *(1)	2014-2015	2015-2016	2016-2017	Total
April	\$0.00	\$0.00	\$0.00	\$0.00
May	\$103,525.00	\$0.00	\$0.00	\$103,525.00

Annex 4 - Payment Plan:
3.0 - Cash Flow by Month and Year - ALL FUNDING by type and month
 As Of 2014/05/20

Arrangement #: 1415-HQ-000097
 Arrangement Type: ARFA (Other)
 Recipient: 3374 - METIS NATION OF SASKATCHEWAN
 Current Year: 1 of 3

	2014-2015	2015-2016	2016-2017	Total
June	\$0.00	\$0.00	\$0.00	\$0.00
July	\$34,505.00	\$0.00	\$0.00	\$34,505.00
August	\$34,495.00	\$0.00	\$0.00	\$34,495.00
September	\$34,495.00	\$0.00	\$0.00	\$34,495.00
October	\$34,495.00	\$0.00	\$0.00	\$34,495.00
November	\$34,495.00	\$0.00	\$0.00	\$34,495.00
December	\$34,495.00	\$0.00	\$0.00	\$34,495.00
January	\$34,495.00	\$0.00	\$0.00	\$34,495.00
February	\$34,495.00	\$0.00	\$0.00	\$34,495.00
March	\$34,505.00	\$0.00	\$0.00	\$34,505.00
Pool	\$0.00	\$0.00	\$0.00	\$0.00
Holdback	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$414,000.00	\$0.00	\$0.00	\$414,000.00

*(1) Other funding includes Set, Fixed and Flexible contributions and Grant Funding, if any.

Agreement No.: 1415-HQ-000097

Annex 4 - Payment Plan:
4.0 - Cash Flow by Month - Current Year - All Funding by Month and Department
 As Of 2014/05/20

Arrangement #: 1415-HQ-000097
 Arrangement Type: ARFA (Other)
 Recipient: 3374 - METIS NATION OF SASKATCHEWAN
 Current Year: 1 of 3

Department of Indian and Northern Affairs Canada

Funding	Total	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	Pool	Holdback
Other *(1)	\$414,000.00	\$0.00	\$103,525.00	\$0.00	\$34,505.00	\$34,495.00	\$34,495.00	\$34,495.00	\$34,495.00	\$34,495.00	\$34,495.00	\$34,495.00	\$34,505.00	\$0.00	\$0.00
Total	\$414,000.00	\$0.00	\$103,525.00	\$0.00	\$34,505.00	\$34,495.00	\$34,495.00	\$34,495.00	\$34,495.00	\$34,495.00	\$34,495.00	\$34,495.00	\$34,505.00	\$0.00	\$0.00

*(1) Other funding includes Set, Fixed and Flexible contributions and Grant Funding, if any.



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Annex 5 - Reporting Requirements and Due Dates - DIAND Funding METIS NATION OF SASKATCHEWAN (3374)

Arrangement No.: 1415-HQ-000097
Fiscal Year: 2014-2015

Aboriginal Recipient Funding Agreement (Others)

Program / Functional Area Group / Report Name	Reports Due
ABORIG RIGHTS & INTERESTS	
REPRESENTATIVE ORGS	
1323248 - (1323248_002) - Basic Organization Capacity Program Annual Report - Governance and Institutions of Government	
HQ - 0097 Basic Organization Capacity Year 1 of 3 DCI (Final Activity & Financial Report) April	2015/04/30
TP - Financial	
No DCI - (F-0190) - Annual Audited Financial Statement (General Reporting Model)	
Annual Audited Financial Statement (General Reporting Model)	2015/07/29

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Annex 5 - Reporting Requirements and Due Dates - DIAND Funding
METIS NATION - SASKATCHEWAN (3374)

Arrangement No.: 1415-HQ-000097
Fiscal Year: 2014-2015
Amendment Reference Number: Multi Year Master

Aboriginal Recipient Funding Agreement (Others)

Program / Budget Activity / Report Name	Reports Due
METIS AND NON-STATUS INDIAN ORGANIZATIONAL CAPACITY DEVELOPMENT	
BASIC ORGANIZATIONAL CAPACITY FOR BASIC FUNDING FOR ABORIGINAL REPRESENTATIVE ORGANIZATIONS	
1323248 - (1323248 002) - Basic Organization Capacity Program Annual Report - Governance and Institutions of Government	
097: BOC (MY 2 of 3): DCI (Final Activity and Financial Report) April 1, 2015 to March 31, 2016	2016/04/30
097: BOC (MY 3 of 3): DCI (Final Activity and Financial Report) April 1, 2016 to March 31, 2017	2017/04/30

IF - Financial Statements	
No DCI - (F-100) - Annual Audited Financial Statement (General Reporting Model)	
2015-2016 Annual Audited Financial Statement (General Reporting Model)	2016/07/29
2016-2017 Annual Audited Financial Statement (General Reporting Model)	2017/07/29

Annex 5 - Reporting Requirements and Due Dates - DIAND Funding - Subsequent Years

NCB/ENR/61-11

Agreement No.: 1415-HQ-000097

Agreement No.: 1415-HQ-000097

Index**Topic****Section number**

agency	12, 24.1, 26.1, 32.1, 32.2, Annex 1
Annex 2 - Program, Service, and Activity <u>Delivery Requirements</u> and <u>Adjustment Factors</u> - <u>DIAND</u> Funding	2.1, 5.1, 8.1(a), 9.1, 11.1, 22.1, 33.1
Annex 3 - Conditions of Payment - <u>DIAND</u> funding	2.1, 5.1, 8.1(b), 13.1, 14.1, 14.2, 15.1, 17.2, 17.3
Annex 4 - Payment Plan	2.1(b), 5.1, 13.1, 14.1, 15.1, 17.2, 27.1(c), Annex 1, Annex 3
Annex 5 - Reporting Requirements and Due Dates - <u>DIAND</u> Funding	2.1, 11.1
Annex 6 - <u>Management Action Plan</u> , <u>DIAND</u>	2.1, 20.1, Annex 1
Annex 7 - Other Federal Department Funding - Terms and Conditions	2.1
Annex 8 - <u>Management Development Plan</u>	8.1(d), Annex 1
Audit - Government of Canada	24, 25, 28.1(c)
Audit - Recipient	8.2, 11.4, 11.5, 12.2(d), 18.1(b), 21.2, 24.4(f)(ii), 24.5, 30.1
default	7.1, 17.2, 18, 19, 20, 21.1, 21.2, 28.1(d), (e), 29.1, Annex 3: 2.10 (e), 2.16, 2.18
<u>eligible costs</u>	9.1, 13, 17.3(b), Annex 1, Annex 3: 2.4, 2.7, 2.9 (b), 2.10 (c), 2.13, 2.15(b)
insurance	33
<u>Notice of Budget Adjustment</u>	15.1, 27.1(d), Annex 1
<u>Notice of Cash Flow Adjustment</u>	14.2, 27.1(c)
Obligations that continue after the end of the Agreement	10.3, 12.1(f)(iii), 24.6, 25, 30, 32.2, Annex 3: 2.19
<u>Reporting Guide</u> (RG)	11.1, 11.1(a), Annex 1, Annex 3: 2.16 (c)
reporting requirements	7, 8.2, 10.2, 11, 12.2, 17.4, 18.1(c), 21, 24.1(a), 27.1, 29.3, 30.1, Annex 3: 1.5, 2.6 (a), 2.9(a), 2.10 (b), 2.15(a), Annex 4



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