

**LEGISLATIVE ASSEMBLY OF THE
NORTHWEST TERRITORIES
9TH ASSEMBLY, 8TH SESSION**

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BEVERLY-KAMINURIK BARREN GROUNDED CARIBOU MANAGEMENT AGREEMENT

THIS AGREEMENT made on the _____ day of _____
A.D. 1982.

BETWEEN:

HER MAJESTY THE QUEEN, in right of Canada, as
represented by the Minister of the Environment
and the Minister of Indian Affairs and Northern
Development,

- and -

HER MAJESTY THE QUEEN, in right of the Province
of Manitoba, as represented by the Minister of
Natural Resources,

- and -

HER MAJESTY THE QUEEN, in right of the Province
of Saskatchewan, as represented by the Minister
of Northern Saskatchewan,

- and -

THE COMMISSIONER OF THE NORTHWEST TERRITORIES.

WHEREAS the Kaminuriak and Beverly herds of barren
ground caribou historically migrate across provincial and
territorial boundaries;AND WHEREAS the continued well-being and restoration
of these herds and their habitat requires co-ordinated manage-
ment, goodwill and co-operation between the above governments
and the traditional users of these caribou;AND WHEREAS the parties hereto recognize that, as
well as the value of the caribou to all Canadians generally,
a special relationship exists between traditional users and
the caribou;NOW THEREFORE THIS AGREEMENT WITNESSETH THAT the
parties hereto under the authority of:

- (a) The Canada Wildlife Act - section 5, 6, and 9;
- (b) The Northwest Territories Wildlife Ordinance -
section 27;

- (c) The Manitoba Wildlife Act - section 24;
- (d) The Saskatchewan Wildlife Act - sections 10, 63(b) and 63(1), as well as The Saskatchewan-Federal-Provincial Agreements Act - sections 3, 4 and 5 agree as follows:

A. DEFINITIONS

In this Agreement:

- 1. "Kaminuriak herd" means that herd of barren ground caribou which regularly bears its young near Kaminuriak Lake in Keewatin, N.W.T. and historically moves southward into Manitoba and Saskatchewan for the winter;
- 2. "Beverly herd" means that herd of barren ground caribou which regularly bears its young near Beverly Lake in Keewatin, N.W.T. and historically moves southward into Saskatchewan and Manitoba for the winter;
- 3. "Traditional Users" means those persons recognized by the local population on the caribou range as being persons who have traditionally and/or currently hunted caribou for subsistence.

B. THE BEVERLY AND KAMINURIAK CARIBOU MANAGEMENT BOARD

- 1. The Parties agree to establish a joint management board to be known as the Beverly and Kaminuriak Caribou Management Board, hereinafter referred to as the "Board", having the following objectives:
 - (a) co-ordinate management of the Beverly and Kaminuriak herds in the interest of traditional users and their descendants, who are or may be residents on the range of the caribou, while recognizing the interest of all Canadians in the survival of this resource.
 - (b) establish a process of shared responsibility for the development of management programs between the parties hereto and the traditional users of the Beverly and Kaminuriak herds.

- (c) establish communications amongst traditional users, between traditional users and the parties hereto, and amongst the parties hereto in order to ensure co-ordinated caribou conservation and caribou habitat protection for the Beverly and Kaminuriak herds.
 - (d) discharge the collective responsibilities for the conservation and management of caribou and caribou habitat within the spirit of this Agreement.
2. The parties hereto agree to support the Board in its efforts to achieve co-ordinated management of the Beverly and Kaminuriak herds by responding promptly to recommended measures.

C. BOARD RESPONSIBILITIES

Without restricting the generality of clause 3 of this Agreement, the parties agree that the Board shall have the following duties and responsibilities:

1. To develop and make recommendations to the appropriate governments and to the groups of traditional caribou users for the conservation and management of the Beverly and Kaminuriak herds of barren ground caribou and their habitat in order to restore the herds, as far as reasonably possible, to a size and quality which will sustain the requirements of traditional users. Such recommendations may include, but are not necessarily limited to:
 - (a) limitations on the annual harvest of the Beverly and Kaminuriak herds and the allocation of that harvest amongst the Northwest Territories and the provinces of Saskatchewan and Manitoba;
 - (b) criteria for regulating the methods of harvest;
 - (c) methods of traditional user participation to assist in the management of the Beverly and Kaminuriak caribou herds;

- (d) caribou research proposals;
 - (e) recommended standardized data collection and presentation;
 - (f) a herd management plan for each of the Beverly and Kaminuriak herds which may include consideration of predator management.
2. The Board shall monitor the caribou habitat over the entire ranges of the Beverly and Kaminuriak herds so as to facilitate the maintenance of a productive caribou habitat.
 3. The Board shall conduct an information program and hold such public meetings as are necessary to report on and discuss with users its responsibilities, findings and progress.
 4. The Board shall assess and report on the operation of its herd management plan to appropriate governments and traditional user groups.
 5. The Board shall submit to the parties hereto annual reports which shall include:
 - (a) a summary of Board activities, recommendations and responses by governments and caribou users;
 - (b) a review of the state of the Beverly and Kaminuriak caribou herds and their habitat;
 - (c) a summary of harvests by jurisdiction and community;
 - (d) a financial statement for the operation of the Board, (such report to be arranged by the parties hereto to be translated into the languages of the traditional users).
 6. The Board shall consider any other matters respecting the management of barren ground caribou that are referred to it by the parties to this Agreement.

D. MEMBERSHIP OF THE BOARD

1. Thirteen members shall be appointed to the Board as follows:

- (a) the parties hereto and the Minister of Renewable Resources for the Government of the Northwest Territories shall each appoint one senior official from their respective ministries for a total of five members;
 - (b) the Minister of Renewable Resources, Government of the Northwest Territories shall:
 - (i) where recommended by the Keewatin Wildlife Federation, appoint two residents from the communities in the southern Keewatin region of the Northwest Territories;
 - (ii) where recommended by the Dene Nation, appoint one resident from the communities in the South Slave Region of the Northwest Territories;
 - (iii) where recommended by the Metis Association of the Northwest Territories, appoint one resident from the communities in the South Slave Region of the Northwest Territories, for a total of four members.
 - (c) the Minister of Northern Saskatchewan, Government of Saskatchewan, shall appoint two residents from the communities of Northern Saskatchewan for a total of two members;
 - (d) the Minister of Natural Resources, Government of Manitoba, shall appoint two residents from communities in Northern Manitoba for a total of two members.
2. The members of the Board shall be appointed for a term of three years, subject to the right of the parties to terminate the appointment of their respective appointees at any time and reappoint Board members in conjunction with the above.

BOARD RULES AND PROCEDURE

1. The Board shall establish in writing from time to time rules and procedures for its functioning, provided however that:
 - (a) the Chairman and Vice-Chairman shall be elected from amongst the members of the Board by secret ballot;
 - (b) the election and replacement of the Chairman and the Vice-Chairman shall be by simple majority;
 - (c) thirty days notice of meetings shall be given by mail, telephone or telegram, as appropriate;
 - (d) seven members shall constitute a quorum;
 - (e) decisions of the Board shall be by consensus wherever possible, and shall always require a majority voting in favour, with each member having one vote;
 - (f) no voting by proxy shall be allowed;
 - (g) the Board shall hold formal meetings twice yearly or more often as is necessary by the call of the Chairman;
 - (h) the Board shall keep summary minutes and records of all its meetings and circulate them amongst its members;
 - (i) the Board may establish or dissolve standing committees as it deems necessary to carry out its functions, and set the terms of reference for such standing committees, and
 - (j) the Board members unable to be present at Board meetings shall receive notice of Board recommendations thirty (30) days in advance of submission to any minister for action, except where there is consent of all Board members in which case recommendations to the minister(s) can be made forthwith.

FINANCE

1. Subject to the terms and conditions of this Agreement and to funds being appropriated by the legislative authority in respect of each party on an annual basis, the parties hereto shall annually provide funds necessary to ensure the Board functioning in a manner hereinbefore stated provided, however, that all costs for the Board shall not exceed \$75,000.00 annually and that all such annual costs shall be shared equally amongst the parties to this Agreement.
2. Specifically, administrative costs which shall be shared between the parties include expenditures related to:
 - (a) a secretariat to prepare for and follow up on meetings, record and distribute minutes, provide members with informational support, and undertake such other organizational arrangements as the Board may require;
 - (b) the production of an annual report and its distribution;
 - (c) a modest independent research review capability;
 - (d) the production of a newsletter; and
 - (e) such other costs as the parties may agree upon.
3. Prior to the administrative cost being eligible to be shared by the parties hereto, the Board shall be required to submit to each party an annual estimate of the financial administrative costs, not exceeding \$75,000.00 in each year, and each party shall in writing within thirty days of receipt thereof, indicate its approval or disapproval for such budget and provide reasons therefore. In the event that a majority of the parties hereto approve the annual budget for the administrative costs, said budget shall be equally shared by all parties hereto.

- 4. Each party shall be responsible for funding the expenses for salaries or honoraria and other incidental travel expenses, including transportation, meals, accommodation related to Board members appointed or continued by that party. The provisions for said expenses is over and above the funds agreed to in section 1 hereto.
- 5. On the anniversary date of this Agreement, the Board shall annually account for all monies received and disbursed and said records shall be available to any of the parties for inspection upon thirty days written notice to the Chairman of the Board.

C. GENERAL

- 1. The parties hereby agree to jointly and severally indemnify and save harmless the Board and the individual members thereof, against any and all liability, loss, damage, cost, or expenses, with the Board, or its individual members jointly or severally incur, suffer, or are required to pay as a consequence of any contractual obligation undertaken in accordance with the terms of this Agreement.
- 2. The parties hereby agree that all reports, summaries or other documentation prepared or otherwise completed under the terms of this Agreement shall become the joint property of all parties hereto and that any and all income derived therefrom shall be jointly shared amongst the parties in proportion to expenditures incurred by each party in generating such income.
- 3. This Agreement shall take effect on the _____ day of _____, A.D. 1982, and shall terminate on the _____ day of _____, A.D. 1992, unless sooner terminated by any party upon six months' notice in writing to the other parties.

This Agreement may be amended at any time by an exchange of letters following unanimous approval by the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement as of the day and year first above written

WITNESSES TO THE AGREEMENT

Signed and approved on behalf of The Government of Canada, represented herein by the Honourable Minister of Indian Affairs and Northern Development, and the Honourable Minister of the Environment:

Witness

Witness

Signed on behalf of the Government of Manitoba represented herein by the Honourable Minister of Natural Resources:

Witness

Signed on behalf of the Government of Saskatchewan represented herein by the Honourable Minister of Northern Saskatchewan:

Witness

Signed on behalf of the Government of the Northwest Territories represented herein by the Commissioner of the Northwest Territories:

Witness
