Naawi-Oodena Joint Committee:
Terms of Reference

1. Vision

The vision of the Joint Committee is that Naawi-Oodena and the Gaawijijigemangit Agreement are world class examples of successful community collaboration and reconciliation.

2. Mission

The mission of the Joint Committee is to work collaboratively to achieve the vision by addressing the needs of both governments under the Gaawijijigemangit Agreement through approaches, processes, and outcomes that are proactive, creative, effective, and efficient.

3. History

In June 2022, the seven First Nations of Treaty No. 1 (the 'Treaty One Nation') and the City of Winnipeg (the 'City') announced the Gaawijijigemangit Agreement (the 'Agreement'), a historic agreement that commits the Treaty One Nation and the City to work together as governments to provide services to the Naawi-Oodena development and build structures for enduring collaboration and partnership. The Agreement was negotiated on a government-to-government basis with the understanding that both Parties would work together to identify and resolve issues as they arise. In Section 21, the Agreement establishes the Joint Committee as the main decision-making mechanism for the Parties to work together on an ongoing basis. These Terms of Reference further define the role of the Joint Committee as established in the Agreement and as collaboratively determined by the Parties.

4. Principles of the Gaawijijigemangit Agreement

The Joint Committee's work shall be consistent with the principles as set out in Section 3 of the Agreement. These principles, copied below (capitalization indicating a term defined in the Agreement), apply generally to the entire Agreement. The Joint Committee plays an important role in upholding these principles:

- The Parties have negotiated this Agreement on a government-to-government basis.
- Each of the Parties recognize and respect the governmental jurisdiction of the other Party over their lands within their geographical boundaries, and neither of the Parties give up any jurisdiction, right or power by entering into this Agreement.
- The City recognizes and respects the responsibilities the Treaty One Nation has to its residents, members and taxpayers.
- The Treaty One Nation recognizes and respects the responsibilities the City has to its residents and taxpayers.
- The Parties acknowledge and agree that it is their mutual intention to work cooperatively under this Agreement and to at all times use good faith best efforts to actively identify and resolve any issues or concerns related to this Agreement as they arise, including, but not limited to, the widening of Kenaston Boulevard.

- The Parties recognize and agree that as there is or may be uncertainty in the scope or timing of Development and future availability of Services, that best efforts will be employed to ensure Services will be provided to avoid restrictions in Development on Treaty One Land.
- The Parties agree that Development of Treaty One Land should not be limited by any Party's reluctance to embrace innovation and that the Parties will work to ensure that technology and process innovations that are generally accepted as feasible, effective, cost effective, and compatible with relevant license requirements and any other applicable law, by-law or statutory requirements will be reviewed and to the greatest extent possible adopted so as to allow Development to proceed.

5. Purpose

The purpose of the Joint Committee, as defined in Subsection 21.3 of the Agreement, is to build a consistent and strong collaborative working relationship between the Parties through addressing interests and issues, responding meaningfully to each other's needs and concerns, and minimizing regulatory and procedural barriers and constraints.

6. Responsibilities of the Joint Committee and Committee Members

Joint Committee Responsibilities

Specific responsibilities of the Joint Committee are outlined primarily in Subsection 21.4 of the Agreement. Other provisions in the Agreement not identified below, specifically those that require ongoing cooperation and working together to deal with certain matters, are likely best addressed through the Joint Committee. The Joint Committee will:

Implement Specific Processes under the Agreement

- Act as the primary forum for implementation of the Review and Consultation Process as set out in Section 23 and the relevant provisions of the Dispute Resolution Process as set out in Section 24.
- Act as the primary forum for implementation of the process for Development and Assessment regarding the Treaty One Land as set out in Parts 6 and 7.

Coordinate and Address Any Issues Related to Development and Service Delivery

- Engage in joint planning and discussion to coordinate Development[1] needs and approaches.
- Oversee the provision of the Services.[2]
- Oversee the implementation of the Agreement to ensure its effectiveness.

[1] "Development" within the Area of Interest or the Treaty One Land means:
(i) the converting of land into construction ready land
(ii) construction on, over or under land
(iii) a change in the use or intensity of use of a building or land
(iv) the provision of services

[2] "Services" means the protection (police, fire, fire prevention, and emergency medical services), water distribution, sewage collection, land drainage and flood control, and other service or services that are or may be required by the Treaty One Nation and provided by the City as set out in the Agreement.

- Prevent and resolve issues and disputes in a timely manner including addressing reductions or interruptions of the provision of Services and matters under Subsection 8.4.
- Consider and address any:
    - Changes required to the Services, including level, delivery, and scope of the Services.
    - Infrastructure requirements or issues.
    - Impacts on costs relating to the Services.
    - Estimates of the Services Charge for the upcoming year.
- Address matters related to the coordination of laws that may impact Services, Development, or liveability (Part 10 of the Agreement).
- Ensure compatibility of Access Location Improvements to Treaty One Land that require access to a City right-of-way (Section 9 of the Agreement).

Ensure Efficient and Effective Ongoing Communication Between the Parties

- Establish a terms of reference in accordance with Section 21 to guide the operation of the Joint Committee.
- Establish technical subcommittees to provide recommendations to the Joint Committee regarding the coordination of development and servicing between the Parties.
- Share information and engage in ongoing communication including each creating, keeping updated, and providing to the other Party a list of emergency contacts, including at least one contact person for each of the Services.
- Receive copies of all notifications required from either Party under the Agreement.
- Adhere to timelines and other procedural matters.
- Meet quarterly unless agreed otherwise by the Parties.
- Conduct an annual review of progress on implementation of this Agreement.
- Address any other issues of concern to either Party.

Seek Respective Council Review and Approval as Needed

- Review and provide recommendation(s) on any matters arising from this Agreement, including recommending to their respective Councils any required or advisable amendments to this Agreement to address changes in circumstances or other issues that arise.
- Each bring forward issues and concerns as necessary with their respective Councils for input and direction.
- Secure approval for the Joint Committee Terms of Reference.
- Report annual review findings, including any recommendations, to the Oversight Committee.

Joint Committee Member Responsibilities

In addition to the responsibilities outlined in Subsection 21.4, Joint Committee members will:

- Demonstrate commitment to seeking solutions regarding matters that are not currently addressed by existing processes, policies, or structures.
- Participate in a professional capacity and strive to undertake coordinated and compatible Development that adheres to existing standards and procedures, but with awareness that the Joint Committee is trying to achieve a vision that might require members to try to shift their own systems towards a new process or approach.
- Commit to early, frequent, and transparent communication regarding decisions that may require discussion between the Parties.
- Be aware that Joint Committee members are approaching their responsibilities in good faith, but that this work may be uncomfortable at times, especially when it involves moving away from a familiar status quo.
- Commit to an approach guided by respect, openness, optimism, and a solution-oriented perspective.

7. Reporting Structure

The Joint Committee reports directly to the Oversight Committee, which is comprised of the Chief Administrative Officer of the City and the Chief Executive Officer of the Treaty One Nation. Each member of the Oversight Committee is responsible for reporting to their Party's respective decision-making body. The Oversight Committee is responsible for:

- Reviewing reports on progress of implementation of the Agreement;
- Receiving recommendations on any matter related to this Agreement;
- Resolving matters brought to it under the Consultation and Review Process (see Section 13 below).

Technical Subcommittees,[3] which are established as needed by the Parties, report directly to the Joint Committee. Technical Subcommittees provide advice and potential solutions to the Joint Committee; while they do not make final decisions, they strive to make consensus recommendations for consideration and possible adoption by the Joint Committee. When faced with a policy or legal barrier, they work to ensure the Joint Committee has clarity as to the nature of the barrier and potential solutions.

[3] Technical Subcommittees may be established as needed by the Parties to focus on any aspect of development and servicing, including the widening of Kenaston Boulevard, ensuring adequate wastewater capacity, and other issues.



Figure 1. Reporting structure

8. Membership

The Joint Committee is comprised of six members, with three members appointed by each party. Members may be appointed at the discretion of each party, as long as each member has:

- Sufficient authority to fulfill the responsibilities of the Joint Committee in a timely fashion.
- Relevant subject matter knowledge, including an in-depth understanding of the operations of the Joint Committee and the content of the Agreement.

Joint Committee members are formally appointed at the beginning of each calendar year and may be reappointed indefinitely. There are no term limits for Joint Committee members.

Each party will designate one of their Joint Committee members as a co-chair at the beginning of the calendar year. Chairing responsibilities will be rotated between the Parties annually.

9. Quorum

A quorum for carrying out the business of the Joint Committee shall be four out of six members with equal representation from each Party.

10. Meeting Frequency

The Joint Committee will meet in-person at least monthly for the first year of operations and will assess meeting frequency needs on an ongoing basis. As required by the Agreement, the Joint Committee will meet at least quarterly unless agreed otherwise by the Parties.

At the beginning of each calendar year, the Joint Committee will set a schedule for quarterly in-person meetings. Other meetings may be conducted virtually or in-person at the discretion of the Joint Committee.

At the beginning of each quarter, each Party will provide a quarterly forecast that summarizes items that they anticipate bringing to the Joint Committee during that quarter.

11. Decision-making Method

The Joint Committee strives to make decisions by consensus, which is defined as a "vast majority of agreement" rather than unanimity (100% agreement). To make a decision, each member of the Joint Committee indicates their level of agreement in one of three ways:

- Agreed
- Agreed, but with conditions
- Opposed

If there is a vast majority of agreement, but at least one 'opposed' perspective, then that member's disagreement is recorded and the Joint Committee makes a commitment to monitor the issues raised and, if needed, continue to consider how the concern might be addressed.

Decisions will be made during Joint Committee meetings wherever possible. If a decision is time-sensitive, Joint Committee members may provide approval via e-signature.

The Joint Committee strives to make all necessary decisions itself that are possible within each Party's respective system. If decisions require a higher level of approval, or if a vast majority of agreement cannot be reached, the Joint Committee may refer the matter to the Oversight Committee.

Recommendations and issues brought to the Joint Committee by the Technical Subcommittees shall strive to be made by consensus as set out above. If the Technical Subcommittee bringing forward the issue is unable to provide a consensus recommendation, one member of the Technical Subcommittee from each party will jointly present the issue to the Joint Committee.

12. Notification

The Joint Committee shall receive notice that a decision is required. As per Section 30 of the Agreement, notice to the Joint Committee shall be in writing and delivered in person or by courier, or sent by fax or email, to the addressees identified below. The Joint Committee Co-chairs must be copied on all notices.

Treaty One Nation

Attention: Executive Director
Treaty One Government Sub-Office
103 -1075 Portage Avenue

Winnipeg, Manitoba, R3G 0R8
jmercer@treaty1.ca

City of Winnipeg

Attention: Chief Administrative Officer
Office of the Chief Administrative Officer
510 Main Street, Susan A. Thompson Building – 2nd Floor
Winnipeg, Manitoba R3B 1B9
Fax: 204.949.1174
mjack@winnipeg.ca

With copy to:

Attention: City Solicitor
The City of Winnipeg
Legal Services Department 3rd Floor
185 King Street, Legal Services Department 3rd Floor
Winnipeg, Manitoba R3B 1J1
Fax: 204.947.9155

13. Review, Consultation, and Dispute Resolution Process

The Joint Committee is responsible for implementing the following processes:

Development Process (Section 18 of the Agreement). This process requires Treaty One Nation to "as soon as possible notify the City of any proposed Development on the Treaty One Land and provide plans to the City showing the proposed Development, including access and servicing plans". Following notification, the City has 60 days to inform Treaty One Nation of their concerns and work together to address the concerns. Discussions during the 60-day period take place at the Technical Subcommittee level. Once there is agreement at that level, or if agreement cannot be reached at the end of 60 days, the matter is brought before the Joint Committee for a decision.

Assessment Process (Section 20 of the Agreement). This process requires Treaty One Nation to "provide the City with a copy of the assessments for the Treaty One Land and improvements when the Treaty One Nation receives those assessments and in no case later than February 1 of each calendar year". Following notification, the City has 30 days to inform Treaty One Nation of their concerns. Discussions during the 30-day period take place at the Technical Subcommittee level. Once there is agreement at that level, or if agreement cannot be reached at the end of 30 days, the matter is brought before the Joint Committee for a decision.

Consultation and Review Process (Section 23 of the Agreement). The Consultation and Review process is the process by which all matters under the Agreement that require deliberation or discussion are reviewed by the Parties.

Dispute Resolution Process (Section 24 of the Agreement). The Dispute Resolution process is the process by which a dispute or disagreement or breach of the Agreement is resolved.

The relationship between and main elements of these processes are shown in Figure 2 below.

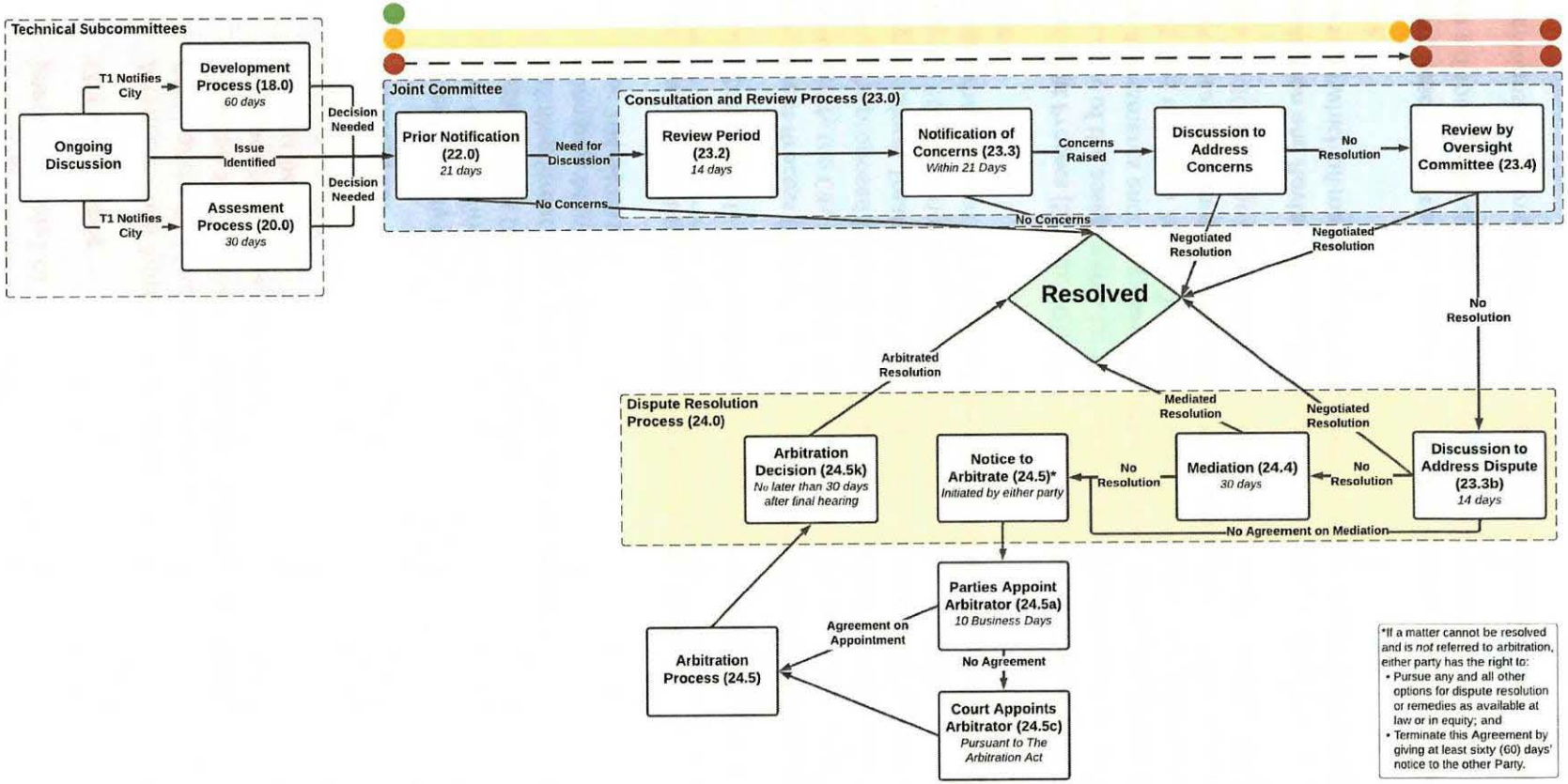

Figure 2. Overview of the Review, Consultation, and Dispute Resolution Process. This diagram is a high-level illustration of the process. Detailed timeline and process considerations are defined in the Agreement; where they are not, the Joint Committee will work together to develop an appropriate process.

Specific issues that trigger the Consultation and Review process are set out in Subsection 23.1 and include:

- Decisions made under Subsection 8.6.
- Prior to providing preliminary or final approval to an applicant pursuant to their respective review and approval processes, initiating and undertaking the Consultation and Review Process in respect of Development applications which if approved by the decision-making authority for that Development application is likely to:
    - Impact the provision of the Services to the Treaty One Land.
    - Limit the ability of Treaty One Nation to proceed with Development of Treaty One Land.
    - Otherwise negatively impact the liveability or habitability of the Treaty One Land or the Area of Interest.
- Prior to amending or passing By-laws or Treaty One Nation Land Laws which will affect the use, occupancy or development of the Area of Interest or the Treaty One Land, including a change that could:
    - Change Land Use to a use that is not a Planned Land Use;
    - Increase the intensity of Land Use;
    - Subdivide land;

    The Party shall notify the other Party of its intention and shall submit a copy of the proposed By-law or Land Law to the other Party for comment and consultation in the manner contemplated by this Part.
- The Naawi-Oodena Master Plan.
- Any other matter of concern under this Agreement brought forward by a Party to this Agreement.

Each Party will bring issues to the Joint Committee that may fall under Subsection 23.1 or otherwise be of interest to the other Party with at least 21 days Prior Notification (as per Section 22). At each meeting of the Joint Committee, each Party will assign every issue brought forward one of three colours:



Green: no concerns



Yellow: requires clarification



Red: cannot be implemented in existing system

An issue assigned green by both Parties will be approved without further discussion. "Green" issues may be set out in a consent agenda.

If an issue is assigned 'yellow' by either Party, the Joint Committee will strive to discuss and clarify the issue within the meeting that the issue is raised. If clarity is reached, the colour will change to green; if clarity cannot be reached, the issue will trigger the Consultation and Review process (see Figure 2). If an issue is designated 'red' at any time, it will be immediately referred to the Oversight Committee.

14. Annual Review of Implementation Progress

As per Subsection 21.4 of the Agreement, the Joint Committee is responsible for conducting an annual review of progress on implementation of this Agreement and report its findings, including any recommendations, to the Oversight Committee. The Party chairing the Joint Committee in a given year is responsible for creating the first draft of the annual report.

The report should focus on documenting the Joint Committee process, summarizing key learnings, and identifying system-level barriers encountered by the Joint Committee over the past year. As part of this annual review, the Joint Committee will conduct a review of these Terms of Reference and recommend required or advisable amendments as needed.

The draft is reviewed, discussed, and then revised as necessary by the Joint Committee. Once consensus on the report has been reached, a joint meeting between the Oversight Committee and Joint Committee will be held to review and discuss the report and determine any follow-up that may be required.

15. Resources

Each Party shall address its own costs in relation to carrying out Joint Committee responsibilities. Cost sharing for external consultants will be determined by the Joint Committee on an ad hoc basis.

As evidence of their agreement to be bound by the above terms and conditions, the Parties have duly executed these Terms of Reference below.

SIGNED AND DATED at Winnipeg, Manitoba the 8th day of April, 2024,

Chief Administrative Officer, City of Winnipeg

SIGNED AND DATED at Winnipeg, Manitoba the 8th day of April, 2024,

Executive Director, Treaty One Nation