

**AGREEMENT**  
**ON**  
**GOVERNANCE IN THE EEYOU ISTCHEE JAMES BAY TERRITORY**  
**BETWEEN**  
**THE CREES OF EEYOU ISTCHEE**  
**AND**  
**THE GOUVERNEMENT DU QUÉBEC**



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**AGREEMENT**  
**ON GOVERNANCE IN THE EEYOU ISTCHEE JAMES BAY TERRITORY**

**Between:** **THE GOUVERNEMENT DU QUÉBEC**, represented by the premier ministre, Jean Charest, the ministre des Affaires municipales, des Régions et de l'Occupation du territoire, Laurent Lessard, the ministre des Ressources naturelles et de la Faune, Clément Gignac, the ministre responsable des Affaires autochtones, Geoffrey Kelley, the ministre responsable des Affaires intergouvernementales canadiennes et de la Francophonie canadienne, Yvon Vallières, and the ministre du Développement durable, de l'Environnement et des Parcs, Pierre Arcand,

(hereinafter, "**Québec**")

**And:** **THE CREES OF EEYOU ISTCHEE** acting through the Grand Council of the Crees (Eeyou Istchee) and the Cree Regional Authority, represented by Dr. Matthew Coon Come, Grand Chief and Chairman, and Ashley Iserhoff, Deputy Grand Chief and Vice-Chairman,

(hereinafter, the "**Crees**")

(Québec and the Crees hereinafter called together the "**Parties**" and separately a "**Party**")

**PREAMBLE**

**WHEREAS** on May 27, 2011, the Parties signed the *Framework Agreement on Governance in the Eeyou Istchee James Bay Territory*;

**WHEREAS** the Parties undertook in the Framework Agreement to negotiate a Final Agreement on Governance in the Eeyou Istchee James Bay territory;

**WHEREAS** the Parties agree to place emphasis in their relations on those aspects that unite them as well as on their common desire to continue the development of Northern Québec and the self-fulfillment of the Cree Nation, which must continue to benefit from its rich cultural heritage, its language and its traditional way of life in a context of growing modernization;

**WHEREAS** the Parties hereby enter into a nation-to-nation agreement ("**Agreement**") which will provide for the modernization of the governance regime in the Territory (as defined hereinafter) and the inclusion of the Crees in this governance regime;

**WHEREAS** this Agreement aims to promote greater autonomy and greater responsibility on the part of the Crees for governance on Category II Lands in the Territory, in particular with respect to land and resource planning and use;

**WHEREAS** this Agreement also provides for greater participation by the Crees in the governance of the Category III Lands in the Territory in partnership with the Jamésiens (as defined hereinafter);

**WHEREAS** the Crees consider that the territory of Eeyou Istchee corresponds to the area in Québec south of the 55<sup>th</sup> parallel of latitude, (excluding the area in the vicinity of Schefferville south of the 55<sup>th</sup> parallel of latitude), and west of the 69<sup>th</sup> meridian of longitude, and including the Category I Lands and the Category II Lands of the Crees of Whapmagoostui, and with the southern boundary coinciding with the southern limits of the Cree Traplins as defined in

Section 24 of the *James Bay and Northern Québec Agreement* and the territories of the Mistissini and Whapmagoostui trapping areas located north of the 55<sup>th</sup> parallel as described in Schedule 1 of Section 24 of the *James Bay and Northern Québec Agreement*;

**WHEREAS** this Agreement is based on a governance model which relies on the principles of sustainable development, partnership and respect for the traditional way of life of the Crees in accordance with the provisions of the *James Bay and Northern Québec Agreement* and the *Agreement concerning a New Relationship between le Gouvernement du Québec and the Crees of Québec* concluded on February 7, 2002 (“*Paix des braves*”) as well as the government orientations and policies as adapted to take into account the context of the Crees as further detailed herein;

**WHEREAS** this Agreement marks another important stage in the new Nation-to-Nation relationship contemplated in the *Paix des braves*, one that is open and respectful and that promotes a greater responsibility on the part of the Cree Nation for its own development within the context of greater autonomy;

**WHEREAS** this Agreement shall promote the emergence of Cree expertise in the fields of local and regional governance, land and resource planning and use, for the benefit of the Crees and of Québec in general;

**WHEREAS** this Agreement does not contemplate and does not affect the obligations of Canada towards the Crees stipulated in, among other, the *James Bay and Northern Québec Agreement* and the *Agreement concerning a New Relationship between the Government of Canada and the Cree of Eeyou Istchee* concluded on February 21, 2008;

**THE PARTIES AGREE AS FOLLOWS:**

## CHAPTER I DEFINITIONS

1. For the purposes of this Agreement, and unless otherwise expressly provided or indicated by the context, the following words and phrases shall mean:

- (a) **“Adapted Forestry Regime”**: the “Adapted Forestry Regime” set forth in:
  - (i) Section 30A of the *James Bay and Northern Québec Agreement*;
  - (ii) Chapter 3 and Schedule C of the *Paix des braves*, as amended (“*Régime forestier adapté*”);
- (b) **“Agreement”**: this *Agreement on Governance in the Eeyou Istchee James Bay Territory* between the Crees of Eeyou Istchee and the Gouvernement du Québec (“*Entente*”);
- (c) **“Agreement respecting Certain Matters Related to the Agreement on Governance in the Eeyou Istchee James Bay Territory”**: the *Agreement respecting Certain Matters Related to the Agreement on Governance in the Eeyou Istchee James Bay Territory* concluded by the Parties concurrently with the conclusion of this Agreement (“*Entente relative à certaines questions liées à l’Entente sur la gouvernance dans le territoire d’Eeyou Istchee Baie-James entre les Cris d’Eeyou Istchee et le gouvernement du Québec*”);
- (d) **“Category I Lands”**: Category IA Lands and Category IB Lands (“*Terres de la catégorie I*”);
- (e) **“Category IA Lands”**: the Category IA lands within the meaning of Sections 4 and 5 of the JBNQA, of the *Act respecting the Land Regime in the James Bay and New Québec Territories*<sup>1</sup> and of the *Cree-Naskapi (of Québec) Act*<sup>2</sup> (“*Terres de la catégorie IA*”);
- (f) **“Category IB Lands”**: the Category IB lands and Special Category IB lands within the meaning of Sections 4 and 5 of the JBNQA and of the *Act respecting the Land Regime in the James Bay and New Québec Territories* (“*Terres de la catégorie IB*”);
- (g) **“Category II Lands”**: the Category II lands within the meaning of Sections 4 and 5 of the JBNQA and of the *Act respecting the Land Regime in the James Bay and New Québec Territories* (“*Terres de la catégorie II*”);
- (h) **“Category III Lands”**: lands, other than Category I Lands and Category II Lands, situated in the Territory (“*Terres de la catégorie III*”);
- (i) **“CRÉ-BJ”**: the Regional Conference of Elected Officers established for the territory of the Municipalité de Baie-James and the territories of the cities of Chapais, Chibougamau, Lebel-sur-Quévillon and Matagami and contemplated in section 129 (“*CRÉ-BJ*”);
- (j) **“CRÉ-CNG”**: the Cree Nation Government as deemed to act as regional conference of elected officers for the Crees and with respect to Category I Lands and Category II Lands by virtue of the *Act respecting the Ministère des Affaires municipales, des Régions et de l’Occupation du territoire*<sup>3</sup> (“*CRÉ-GNC*”);
- (k) **“Cree Bands”**: the Cree Nation of Chisasibi, the Whapmagoostui First Nation, the Cree Nation of Wemindji, the Cree Nation of Eastmain, the Crees of the First Nation of Waskaganish, the Nemaska Band, the Waswanipi Band and the Cree Nation of Mistissini, constituted as corporations by the *Cree-Naskapi (of Québec) Act*, as well as the collectivity of the Crees of Oujé-Bougoumou until such time as the Oujé-Bougoumou Band is constituted as a corporation under the

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<sup>1</sup> R.S.Q., c. R-13.1.

<sup>2</sup> S.C. 1984, c. 18.

<sup>3</sup> R.S.Q., c. M-22.1.

*Cree-Naskapi (of Québec) Act* and, thereafter, the Oujé-Bougoumou Band (“*Bandes crie*”);

- (l) “**Cree Community**”: a collectivity of Crees for whom Category I Lands have been allocated pursuant to the JBNQA, as well as the Crees of Oujé-Bougoumou (“*Communauté crie*”);
- (m) “**Cree Development Corporation**” or “**CDC**”: the Cree Development Corporation referred to in Chapter 8 of the *Paix des braves* and in the *Act to ensure the implementation of the Agreement concerning a New Relationship between le gouvernement du Québec and the Crees of Québec*<sup>4</sup> (“*Société de développement crie*” ou “*SDC*”);
- (n) “**Cree Energy Project**”: an electricity production project that is:
  - (i) under the control of the Cree Nation Government, a Cree Band, a Cree Community or of any of their institutions in the administrative region where the project is situated. In the case of a partnership, the Cree partner mentioned above shall demonstrate that it has the control of the decisions affecting the project;
  - (ii) recognized by the Cree Nation Government, a Cree Band, a Cree Community or combination of thereof under a duly adopted resolution, and
  - (iii) submitted and developed by a Cree Entity or a Cree Enterprise (other than one belonging to, controlled by or in which one or more Cree persons hold, directly or indirectly a controlling interest) (“*Projet cri d’énergie*”);
- (o) “**Cree Enterprise**”: a Cree Band, or any Cree Entity, or any unincorporated business belonging to a Cree as well as any corporation in which one or more Cree, Cree Band or Cree Entity, or any trust, foundation or fund instituted for the benefit of any one or more of the aforementioned, holds fifty per cent (50%) or more of the voting shares or a sufficient participation to appoint the majority of directors; as well as any partnership, joint venture, non-profit corporation or other enterprise or legal entity in which one or more Cree, Cree Band or Cree Entity, or any trust, foundation or fund instituted to the benefit of any one or more of the aforementioned, holds directly or indirectly a controlling interest, as well as any affiliate controlled by any such corporation, partnership, joint venture, non-profit corporation or other enterprise or legal entity (“*Entreprise crie*”);
- (p) “**Cree Entity**”: the Cree Nation Government, Grand Council of the Crees (Eeyou Istchee), the Cree Regional Authority (including when acting through the Board of Compensation thereto), the James Bay Eeyou Corporation, the Opimiscow Compane, the Sakami Eeyou Corporation, the Oujé-Bougoumou Development Corporation and the Oujé-Bougoumou Eenouch Association, the Cree Trappers’ Association, the Cree Outfitting and Tourism Association, the Cree Native Arts and Crafts Association, the Cree Development Corporation, the Cree villages, the Cree landholding corporations, as well as any other Cree controlled corporation, enterprise or legal entity referred to in the JBNQA or created pursuant to the JBNQA, any complementary agreement thereto, or any other Agreement between Québec or Canada and any Cree Band, the Grand Council of the Crees (Eeyou Istchee) or the Cree Regional Authority (“*Association crie*”);
- (q) “**Cree Mineral Exploration Board**”: the Mineral Exploration Board contemplated by section 5.3 of the *Paix des braves* (“*Conseil cri sur l’exploration minérale*”);
- (r) “**Cree Nation Government**”: the Cree Nation Government mentioned in section 12 (“*Gouvernement de la nation crie*”);

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<sup>4</sup> R.S.Q., c. M-35.1.2.



- (s) **“Cree Regional Authority”** or **“CRA”**: the public corporation contemplated in Section 11A of the JBNQA and established as a legal person in the public interest by the *Act respecting the Cree Regional Authority*<sup>5</sup> (“*Administration régionale crie*” ou “*ARC*”);
- (t) **“Creets”** or **“Creets of Eeyou Istchee”**: the persons eligible pursuant to paragraphs 3.2.1, 3.2.2 and 3.2.3 of Section 3 of the JBNQA, including the Creets of Oujé-Bougoumou (“*Cris*”);
- (u) **“Creets of Oujé-Bougoumou”**: the collectivity composed of persons identified as affiliated to the community known as Oujé-Bougoumou, and including persons enrolled or entitled to be enrolled as Cree beneficiaries under the JBNQA, and acting through the Oujé-Bougoumou Eenuch Association until such time as the Oujé-Bougoumou Band is constituted as a corporation under the *Cree-Naskapi (of Québec) Act* and, thereafter, the Oujé-Bougoumou Band (“*Cris d’Oujé-Bougoumou*”);
- (v) **“Cree Tallyman”**: a Cree tallyman as defined in Section 24 of the JBNQA (“*Maître de trappage cri*”);
- (w) **“Cree Trapline”**: a Cree trapline as defined in Section 24 of the JBNQA, which the Cree refer to as a “Cree traditional family territory” (“*Terrain de trappage cri*”);
- (x) **“Dispute”**: the dispute between the Creets and Québec regarding (i) the *Act to amend the James Bay Region Development Act and other legislative provisions*<sup>6</sup> and (ii) the *Act respecting the Ministère du développement économique et régional et de la Recherche*<sup>7</sup> with respect to the Regional Conference of Elected Officers and the Regional Development Fund referred to, in part, in the notice of dispute dated April 17, 2007 sent by then Grand Chief Matthew Mukash to Minister Benoît Pelletier and in the exchange of letters dated February 25, 2010 between Grand Chief Dr. Matthew Coon Come and Premier Jean Charest (“*Différend*”);
- (y) **“Draft Plan”**: the draft Regional Land and Resource Use Plan for Category II Lands mentioned in sections 30 to 42 (“*Projet de plan*”);
- (z) **“Eeyou Planning Commission”** or **“Commission”**: the Commission referred to in section 29 (“*Commission Eeyou de planification*”);
- (aa) **“Federal NRA”**: the *Agreement concerning a New Relationship between the Government of Canada and the Cree of Eeyou Istchee* concluded on February 21, 2008 (“*ENR fédérale*”);
- (bb) **“Fiscal Equity Agreement”**: an agreement concluded between, on the one hand, the Municipalité de Baie-James and, on the other, any of the ville de Chapais, the ville de Lebel-sur-Quévillon, the ville de Matagami or the Locality of Radisson for the period from January 1, 2012 to December 31, 2014 respecting the provision of certain municipal services to a Zone of Service and entitled “*Entente sur l’équité fiscale, la fourniture de services sur la protection incendie, la cueillette et la disposition des ordures (matières résiduelles)*” (“*Entente sur l’équité fiscale*”);
- (cc) **“Framework Agreement”**: the *Framework Agreement on Governance in the Eeyou Istchee James Bay Territory* signed by the Creets and Québec on May 27, 2011 (“*Accord cadre*”);
- (dd) **“Implementation Committee”**: the committee contemplated in sections 193 to 201 (“*Comité de mise en œuvre*”);

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<sup>5</sup> R.S.Q., c. A-6.1

<sup>6</sup> S.Q. 2001, c. 61.

<sup>7</sup> S.Q. 2003, c. 29, as amended by S.Q. 2006, c. 8 and c. 60, now incorporated into Divisions IV.3 and IV.4, sections 21.5 to 21.29 of the *Act respecting the Ministère des Affaires municipales, des Régions et de l’Occupation du territoire*.

- (ee) “**James Bay and Northern Québec Agreement**” or “**JBNQA**”: the Agreement approved, given effect and declared valid by the *Act approving the Agreement concerning James Bay and Northern Québec*<sup>8</sup> and by the *James Bay and Northern Québec Native Claims Settlement Act*<sup>9</sup> (“*Convention de la Baie James et du Nord québécois*” ou “*CBJNQ*”);
- (ff) “**James Bay Regional Zone Council**” or “**JBRZC**”: the James Bay Regional Zone Council contemplated in Section 11B of the JBNQA and in the *Act respecting the James Bay Regional Zone Council*<sup>10</sup> (“*Conseil régional de zone de la Baie James*” ou “*CRZBJ*”);
- (gg) “**Jamésiens**”: the residents of the Municipalities and of the Municipalité de Baie-James, except for the Crees, who identify themselves as “**Jamésiens**” (“*Jamésiens*”);
- (hh) “**Legal Proceedings**”: the allegations and conclusions as against Québec respecting Section 11B of the JBNQA set forth in the following legal proceedings:
- (i) *Grand Chief Matthew Coon Come et al. v. Hydro-Québec, the Attorney General of Québec and the Attorney General of Canada*, S.C.M. 500-05-004330-906 (the “**Coon-Come #1 proceedings**”); and
- (ii) *Grand Chief Matthew Coon Come et al. v. The Attorney General of Québec and the Attorney General of Canada et al.*, S.C.M. 500-05-027984-960 (the “**Coon-Come #2 proceedings**”) (“*Procédures judiciaires*”);
- (ii) “**Local Development Centre**” or “**CLD**”: a local development centre contemplated in the *Act respecting the Ministère du Développement économique, de l’Innovation et de l’Exportation*<sup>11</sup> (“*Centre de développement local*” ou “*CLD*”);
- (jj) “**Localities**”: The localities of Radisson, Valcanton and Villebois contemplated in the *James Bay Region Development and Municipal Organization Act*<sup>12</sup> (“*Localités*”);
- (kk) “**Makivik Corporation**”: the corporation established by the *Act respecting the Makivik Corporation*<sup>13</sup> (“*Société Makivik*”);
- (ll) “**MRNF**”: the Ministère des Ressources naturelles et de la Faune designated in the *Act respecting the Ministère des Ressources naturelles et de la Faune*<sup>14</sup> (“*MRNF*”);
- (mm) “**MRNF Official**”: the MRNF Official designated in section 36 (“*Représentant du MRNF*”);
- (nn) “**Municipalité de Baie-James**” or “**MBJ**”: the municipality designated in the *James Bay Region Development and Municipal Organization Act* (“*Municipalité de Baie-James*” ou “*MBJ*”);
- (oo) “**Municipalities**”: the ville de Chapais, ville de Chibougamau, ville de Lebel-sur-Quévillon and ville de Matagami and any other municipality that may, subject to the provisions of this Agreement, be created in the Territory (“*Municipalités*”);

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<sup>8</sup> S.Q. 1976, c. 46.

<sup>9</sup> S.C. 1976-77, c. 32.

<sup>10</sup> R.S.Q., c. C-59.1.

<sup>11</sup> R.S.Q., c. M-30.01.

<sup>12</sup> R.S.Q., c. D-8.2.

<sup>13</sup> R.S.Q., c. S-18.1.

<sup>14</sup> R.S.Q., c. M-25.2.

- (pp) **“Paix des braves”**: the *Agreement concerning a New Relationship between le Gouvernement du Québec and the Crees of Québec* concluded on February 7, 2002 (“*Paix des braves*”);
- (qq) **“Public Land Use Plan”** or **“PATP”**: the plan mentioned in Division III of Chapter II of the *Act respecting the lands in the domain of the State*<sup>15</sup> (“*Plan d’affectation des terres*” ou “*PATP*”);
- (rr) **“Québec”**: le gouvernement du Québec (“*Québec*”);
- (ss) **“Recipient of Funding”**: the Cree Nation Government (including in its capacity as CRÉ-CNG), the Regional Government or the Société de développement de la Baie James as contemplated in Chapter VI (“*Réципиendaire des paiements*”);
- (tt) **“Regional Conference of Elected Officers”** or **“CRÉ”**: a regional conference of elected officers established by the *Act respecting the Ministère des Affaires municipales, des Régions et de l’Occupation du territoire* (“*Conférence régionale des élus*” ou “*CRÉ*”);
- (uu) **“Regional County Municipality”** or **“MRC”**: a regional county municipality within the meaning of the *Act respecting Municipal territorial organization*<sup>16</sup> (“*Municipalité de comté régionale*” ou “*MRC*”);
- (vv) **“Regional Development Fund”**: the regional development fund established by the *Act respecting the Ministère des Affaires municipales, des Régions et de l’Occupation du territoire* (“*Fonds de développement régional*”);
- (ww) **“Regional Government”**: the public regional government established pursuant to section 76 (“*Gouvernement régional*”);
- (xx) **“Regional Land and Natural Resource Commission”** or **“CRRNT”**: a regional land and natural resource commission contemplated in the *Act respecting the Ministère des Affaires municipales, des Régions et de l’Occupation du territoire* (“*Commission régionale des ressources naturelles et du territoire*” ou “*CRRNT*”);
- (yy) **“Regional Land and Resource Use Plan”** or **“RLRUP”**: the plan referred to in sections 25(i) and 42 (“*Plan régional de l’utilisation des terres et des ressources*” ou “*PRUTR*”);
- (zz) **“Regional Plan for Integrated Land and Resource Development”** or **“PRDIRT”**: the plan referred to in section 21.17.2 of the *Act respecting the Ministère des Affaires municipales, des Régions et de l’Occupation du territoire* (“*Plan régional de développement intégré des ressources et du territoire*” ou “*PRDIRT*”);
- (aaa) **“Société de développement de la Baie James”** or **“SDBJ”**: the joint stock company constituted pursuant to the *James Bay Region Development and Municipal Organization Act* (“*Société de développement de la Baie James*” ou “*SDBJ*”);
- (bbb) **“Standing Liaison Committee”**: the standing liaison committee created under Chapter 11 of the *Paix des braves* (“*Comité de liaison permanent*”);
- (ccc) **“Territory”**: the term “Territory” shall mean, for the purposes of this Agreement and subject to sections 5, 14, 79 and 80, the area in Québec south of the 55<sup>th</sup> parallel of latitude, (excluding the area in the vicinity of Schefferville south of the 55<sup>th</sup> parallel of latitude), and west of the 69<sup>th</sup> meridian of longitude,

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<sup>15</sup> R.S.Q., c. T-8.1.

<sup>16</sup> R.S.Q., c. O-9.

and including the Category I Lands and the Category II Lands of the Crees of Whapmagoostui, and with the southern boundary coinciding with the southern limits of the Cree Traplines as defined in Section 24 of the JBNQA and the territories of the Mistissini and Whapmagoostui trapping areas located north of the 55<sup>th</sup> parallel as described in Schedule 1 of Section 24 of the JBNQA.

With regard to the governance of Category II Lands and Category III Lands and for the purposes of Chapter IV, Chapter V, Chapter VI, Chapter VII and Chapter VIII, the term “Territory” shall mean, subject to the conclusion of the arrangements provided for in sections 5, 14, 79 and 80, the territory bounded to the west by the west boundary of Québec, to the south by the parallel of latitude 49°00’ North, to the east by the electoral districts of Roberval, Dubuc and Saguenay and by the extension northerly of the west boundary of the electoral district of Saguenay and to the north by the parallel of latitude 55°00’ North.

Nothing in this definition shall be interpreted as reducing, enlarging or otherwise affecting the territorial application of the rights of the Crees or of any other Aboriginals under the terms of the JBNQA or otherwise. This definition is for the purposes of this Agreement and does not modify the definition of “Territory” provided for in Sub-Section 1.16 of the JBNQA or in paragraph 22.1.6 of the JBNQA for the purposes of Section 22 thereof (“*Territoire*”);

- (ddd) “**Zone of Service**”: an inhabited zone in the Territory, as defined in the second paragraph of section 1(ccc) that, as of the date of signature of this Agreement, receives certain municipal services from the ville de Chapais, the ville de Lebel-sur-Quévillon, the ville de Matagami or the Locality of Radisson pursuant to a Fiscal Equity Agreement and that is described in such Fiscal Equity Agreement (“*Aire de service*”).

## CHAPTER II GENERAL PROVISIONS

2. In order to promote the autonomy and development of the Cree Nation, to modernize the public governance regimes in the Territory and to ensure economic growth in the Territory for the benefit of all its residents and the entire population of Québec, this Agreement has the following objects:
  - (a) the exercise by the Crees of greater autonomy and greater responsibilities regarding the governance on Category II Lands, in particular with respect to governance powers of a local, municipal and regional nature under Québec laws concerning, among other things, the planning and use of the territory and resources;
  - (b) the modernization of the municipal and regional governance regimes under Québec laws on Category III Lands in order to ensure the equitable representation and participation by the Crees and the Jamésiens;
  - (c) the definitive settlement or definitive withdrawal of the Legal Proceedings;
  - (d) the definitive settlement of the Dispute.
3. Except when expressly provided in this Agreement, nothing in this Agreement or any complementary agreement amending the JBNQA or any legislation giving effect to this Agreement shall affect or prejudice or shall be interpreted in such a way as to affect, modify or prejudice the rights, privileges and benefits of the Crees and of Québec under the JBNQA (including the continuation of the present system of Cree Traplines), the *Paix des braves* or under any other agreement or undertaking to which the Crees and Québec are parties.
4. Nothing in this Agreement or any complementary agreement amending the JBNQA flowing from this Agreement shall affect, modify or prejudice:
  - (a) any of the rights, privileges and benefits of the Inuit of Nunavik under the JBNQA or under any other agreement or undertaking to which the Inuit of Nunavik, Québec or Canada are parties;
  - (b) any of the jurisdictions, authorities and responsibilities of the Kativik Regional Authority, the Kativik School Board, the Nunavik Regional Board of Health and Social Services, any Northern village or any Inuit entity contemplated by the JBNQA;

save with the express consent, in writing, of Makivik Corporation, the Crees, Québec and, if applicable, Canada.
5. The governance regimes provided for in this Agreement in respect of Category II Lands and Category III Lands shall not apply to the Category II Lands of Whapmagoostui and to the Cree family traditional territories, or Cree Traplines, north of the 55<sup>th</sup> parallel unless an agreement is reached to this effect between the Crees and Makivik Corporation and it is approved by Québec.
6. Nothing in this Agreement or in any complementary agreement or in any legislation seeking to implement this Agreement shall:
  - (a) adversely affect the rights, claims or interests, whatever they may be, invoked by any other First Nation, including the Innus, the Atikamekw and the Algonquins;  
or
  - (b) constitute a recognition by the Parties to this Agreement of such rights, claims or interests.

7. This Agreement does not concern or affect:
- (a) the obligations of Canada toward the Crees of Eeyou Istchee, including those listed in the JBNQA and the Federal NRA;
  - (b) the negotiations between the Crees and Canada pursuant to Part 2 of Chapter 3 of the Federal NRA.

### **CHAPTER III      CREE GOVERNANCE ON CATEGORY IB LANDS**

8.      The Parties undertake to examine and to negotiate, within five (5) years of the coming into of this Agreement and in the context of the JBNQA, suitable arrangements with respect to Cree governance on Category IB Lands with the objective of ensuring its operational effectiveness, simplicity and technical and financial viability.

## CHAPTER IV CREE GOVERNANCE ON CATEGORY II LANDS

### A. GENERAL

9. Subject to the provisions of the JBNQA, including Sections 5 and 24, the *Act respecting the Land Regime in the James Bay and New Québec Territories*, the *Act respecting hunting and fishing rights in the James Bay and New Québec territories*<sup>17</sup> and other pertinent legislation related to the JBNQA, as adapted in accordance with the provisions of this Agreement, Category II Lands shall remain lands in the domain of the State governed by Québec laws.
10. On a case-by-case basis and as needed, the Parties may assess the provisions of paragraph 5.2.3 of the JBNQA regarding the replacement and compensation of Category II Lands taken for development purposes with respect to cases where a Cree community, institution or enterprise has an interest in the project.
11. Category II Lands shall not form part of any municipality except with the prior written agreement of the Cree Nation Government and Québec.

### B. CREE REGIONAL AUTHORITY / CREE NATION GOVERNMENT

12. The Cree Regional Authority shall continue to exist as the same legal person. It shall be designated under the name “Eeyou Tapayatachesoo” in Cree, “Cree Nation Government” in English and “Gouvernement de la nation crie” in French. Its structure and composition shall remain as at present until otherwise agreed by the Parties.

### C. JURISDICTIONS, FUNCTIONS AND POWERS

13. The Cree Nation Government may exercise jurisdictions, functions and powers, and shall, if applicable, assume the obligations related thereto, over Category II Lands under Québec laws with respect to:
  - (a) municipal and regional management, management of natural resources and management of land, as provided for in this Agreement;
  - (b) any other matter that may be agreed from time to time by the Cree Nation Government and Québec.
14. The Cree Nation Government shall not exercise jurisdictions, functions and powers on Category II Lands located north of the 55<sup>th</sup> parallel, unless an agreement to this effect is reached between the Crees and Makivik Corporation or, as the case may be, the Kativik Regional Government and such agreement is approved by Québec.
15. Subject to the provisions of the JBNQA, the jurisdictions, functions and powers that are attributed to the Cree Nation Government on Category II Lands shall be exercised without discrimination, including between the Crees and other citizens.
16. Subject to the JBNQA and the *Paix des braves*, the third party interests, such as (i) permits, (ii) leases, (iii) mining claims and (iv) timber supply and forest management agreements (CAAF's) with a view to the continued access of the forestry industry to the resources as provided for therein, existing on Category II Lands as of the date of coming into force of this Agreement shall be maintained in accordance with the applicable laws.

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<sup>17</sup> R.S.Q., c. D-13.1.



## 1. Municipal Management

17. In the field of municipal management, the Cree Nation Government may exercise, with respect to Category II Lands, the jurisdictions, functions and powers attributed to a municipality pursuant to the *Cities and Towns Act*<sup>18</sup> and the other laws applicable to such a municipality.

It may also exercise the jurisdictions, functions and powers attributed immediately before the coming into force of this Agreement to the Municipalité de Baie-James and the James Bay Regional Zone Council in respect of Category II Lands pursuant to, as the case may be and without limitation, Section 11B of the JBNQA (with regard to the JBRZC), the *James Bay Region Development and Municipal Organization Act* and the *Act respecting the James Bay Regional Zone Council*, in their form immediately before the coming into force of this Agreement.

For the purposes of the preceding two paragraphs, the Parties shall examine and negotiate the amendments required to the *Act respecting the Cree Regional Authority* or, if applicable, to any other law of Québec, in order to define in greater detail the procedural terms and conditions for the exercise by the Cree Nation Government of such jurisdictions, functions and powers in the field of municipal management, as well as, if applicable, any other amendment required.

18. The Cree Nation Government may, by resolution, declare with respect to all or any part of Category II Lands that it shall exercise any of the jurisdictions, powers and functions attributed from time to time by the law to an MRC, with regard to any of the following matters:

- (a) the planning of land use and development in its territory, as provided for in the *Act respecting land use planning and development*<sup>19</sup> or any successor legislation (collectively, the “*Land Use Act*”), including, in particular, the development of a land use and development plan, a strategic vision for economic, social, cultural and environmental development and the other elements pertinent for the planning exercise provided for in the *Land Use Act*. Such land use and development plan and strategic vision shall be consistent with the policies, principles and objectives to be determined by the Cree Nation Government in consultation with the Cree Communities and with the concurrence of Québec;
- (b) regional economic development;
- (c) territorial development plans;
- (d) establishment of a fund to provide financial support for operations to develop land or forest resources;
- (e) management of watercourses and lakes;
- (f) establishment and management of regional parks;
- (g) power;
- (h) planning of residual matter (waste) disposal
- (i) any other jurisdiction, function or power that is attributed or may be attributed from time to time to an MRC or successor body pursuant to the laws of Québec.

The resolution shall specify the subject that it concerns and describe, if applicable, the part of territory affected by the exercise of this jurisdiction. The declaration of jurisdiction shall take effect on the date of publication by the ministre des Affaires municipales, des Régions et de l’Occupation du territoire of a notice to this effect in the *Gazette officielle du Québec*.

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<sup>18</sup> R.S.Q., c. C-19.

<sup>19</sup> R.S.Q., c. A-19.1.

A copy of this resolution shall be sent to the minister responsible for the law pursuant to which the jurisdiction mentioned in the declaration of jurisdiction is attributed to an MRC.

In cases where adaptations are required regarding the exercise of the jurisdiction concerned to take into account the context of Category II Lands and the institutional capacity of the Cree Nation Government, they shall be the object of a prior agreement between the Crees and Québec. This agreement shall be published by the ministre des Affaires municipales, des Régions et de l'Occupation du territoire in the *Gazette officielle du Québec* with a notice stating the date that it takes effect.

19. The same conditions and process as set forth in sections 28 to 43 shall apply, with such modifications as the circumstances may require, to the regional land use and development plan prepared by the Cree Nation Government pursuant to section 18(a), provided that such plan shall not be subject to consultations with the Regional Government.
20. The Cree Nation Government may, in the same manner as provided for in section 18, exercise the powers of an MRC with respect to the promotion of local development and entrepreneurial support within Category I Lands and Category II Lands and with respect to the residents thereof. To that end, the Cree Nation Government may more particularly:
  - (a) offer a full range of front-line services to businesses, possibly in partnership with persons or bodies including those from the private sector, by grouping or coordinating those services and providing funding for them;
  - (b) develop a local plan of action to stimulate the economy and create employment taking into account the five-year development plan established by the CRÉ in its territory and see to the implementation of the local plan of action;
  - (c) formulate, in keeping with the policies, principles and objectives determined by the Cree Nation Government in consultation with the Cree Communities, a strategy for the development of entrepreneurship, including social economy entrepreneurship; and
  - (d) act as an advisory body for the benefit of the local employment centre serving its territory.
21. In the special context of Category II Lands and the institutional capacity of the Crees, the Cree Nation Government may, at its option, and notwithstanding the provisions of any law, exercise the powers mentioned in section 20 or entrust them to another body that it may constitute under the name "Local Development Centre". It may also designate an existing body as a Local Development Centre. The entity exercising such functions and powers may collaborate with the Local Development Centre mentioned in section 127 in order to support entrepreneurs in carrying out projects on Category III Lands, subject to the approval of such projects by the Regional Government.
22. The Cree Nation Government may also assume itself or assign to the CLD a mandate stemming from a power conferred on it by law or from an agreement with Québec or one of its ministers or bodies.

## **2. Dissolution of James Bay Regional Zone Council**

23. As soon as possible after the coming into force of this Agreement, the JBRZC shall be dissolved and its rights, functions, assets and liabilities shall vest in the Cree Nation Government.

## **3. Regional Conference of Elected Officers (CRÉ-CNG)**

24. The Cree Nation Government shall be deemed to act as a Regional Conference of Elected Officers for the Crees and with respect to Category I Lands and Category II Lands.
25. The Cree Nation Government, in consultation with the Cree Communities, may exercise all the powers and have all the responsibilities of a CRÉ and a CRRNT, as provided for in Québec laws, including the *Act respecting the Ministère des Affaires municipales, des*

*Régions et de l'Occupation du territoire.* In this regard, the Cree Nation Government may:

- (a) act as primary interlocutor of Québec as regards regional development;
  - (b) evaluate local and regional planning and development bodies;
  - (c) promote concerted action among partners in the region;
  - (d) give advice to the ministre des Affaires municipales, des Régions et de l'Occupation du territoire on regional development matters;
  - (e) establish a five-year development plan that identifies general and specific development objectives for the region;
  - (f) enter into specific agreements with government departments or bodies and other partners, to exercise its powers and responsibilities;
  - (g) administer the funds entrusted to it by Québec under an agreement for the carrying out of any regional development project under the authority of the Minister who has signed the agreement;
  - (h) assume, where applicable, the management of a part of the Regional Development Fund in accordance with the provisions of the *Act respecting the Ministère des Affaires municipales, des Régions et de l'Occupation du territoire*;
  - (i) prepare a Regional Land and Resource Use Plan, which shall have at least the same scope as a Regional Plan for Integrated Land and Resource Development;
  - (j) assume any other power and responsibility as may be attributed from time to time to a CRÉ or CRRNT or their successor bodies.
26. The Cree Nation Government shall exercise its jurisdictions, functions and powers taking into account the following:
- (a) the policies, principles and objectives to be determined by the Cree Nation Government in consultation with the Cree Communities and with the concurrence of Québec;
  - (b) the special vocation of Category II Lands for the Crees under the JBNQA; and
  - (c) the status of Category II Lands as lands in the domain of the State (subject to the provisions of the JBNQA, including Sections 5 and 24), concerning, in particular, public access to lands in the domain of the State and free circulation, having due regard to Cree harvesting rights and land use and occupation on Category II Lands.
27. The Crees and Québec shall negotiate and agree on special arrangements regarding the monitoring and reporting mechanisms provided for in section 21.13 of the *Act respecting the Ministère des Affaires municipales, des Régions et de l'Occupation du territoire* in order to take into account the institutional capacity of the Cree Nation Government. Any agreement concluded for this purpose shall take precedence over any incompatible provision of a general or special law or any regulation made under any such law.

#### **4. Planning Processes**

28. The planning process for the Regional Land and Resource Use Plan (“**RLRUP**”) on Category II Lands shall be established in accordance with the provisions set forth hereinafter.
29. The Cree Nation Government shall establish an Eeyou Planning Commission (“**Commission**”) composed of members of the Cree Communities designated by the Cree Nation Government.

30. The Commission shall prepare, after consulting the Cree Nation Government, the Cree Communities and such other persons and entities as the Commission deems appropriate, a draft Regional Land and Resource Use Plan for Category II Lands.
31. In preparing the Draft Plan, the Commission shall also consult the Regional Government with a view to harmonizing the Draft Plan, as much as possible, with the Regional Plan for Integrated Land and Resource Development of the Regional Government.
32. Upon completion of the Draft Plan, the Commission shall make it public and solicit comments from all interested persons, including the Cree Communities, Cree Entities, Crees, relevant Québec agencies and the general public.
33. The Commission shall:
  - (a) conduct public hearings on the Draft Plan;
  - (b) evaluate the Draft Plan in light of comments from all interested persons and representations made at the public hearings;
  - (c) if it deems it necessary, revise the Draft Plan; and
  - (d) make public the Draft Plan, with or without revision.
34. After completing the steps mentioned in section 33, the Commission shall submit the Draft Plan to the Cree Nation Government which shall, as soon as practicable:
  - (a) accept it; or
  - (b) refer it back to the Commission for reconsideration accompanied by written reasons, in which case the Commission shall make appropriate revisions to the Draft Plan in light of the written reasons of the Cree Nation Government and resubmit the revised Draft Plan to the Cree Nation Government for acceptance.
35. Upon acceptance of the Draft Plan, the Cree Nation Government shall make it public and shall submit it to the ministre des Ressources naturelles et de la Faune along with the relevant documents pertaining to the process and the results of the consultation.
36. The Cree Nation Government and the person designated by the sous-ministre des Ressources naturelles et de la Faune from his office (“**MRNF Official**”) shall meet to review the Draft Plan. They shall endeavour in good faith, through cooperation and consultation, to arrive at a mutually satisfactory solution regarding the Draft Plan.
37. If, after 90 days, the Cree Nation Government and the MRNF Official are unable to reach a solution on the Draft Plan, the matter shall be referred to the Standing Liaison Committee with a view to obtaining a mutually satisfactory solution.
38. Within 90 days of the reference mentioned in section 37, the Standing Liaison Committee shall submit its recommendations (whether unanimous or divergent) to the Cree Nation Government and to the ministre des Ressources naturelles et de la Faune.
39. Upon receipt of the Draft Plan and recommendations of the Standing Liaison Committee, the ministre des Ressources naturelles et de la Faune shall, as soon as possible:
  - (a) approve it; or
  - (b) refer it back to the Cree Nation Government for reconsideration by the Commission, accompanied by written reasons, provided that such reasons shall be for public health, public security, conservation, environmental protection or unreasonable restriction on public access or on the enhancement or development of the land and resources.
40. Where applicable, the Commission shall reconsider the Draft Plan in light of the written reasons of the ministre des Ressources naturelles et de la Faune and shall resubmit the Draft Plan to the Cree Nation Government, which shall submit it to the Minister for approval.

41. If the ministre des Ressources naturelles et de la Faune is unwilling or unable to approve the Draft Plan resubmitted pursuant to section 40, he shall, before making a final determination, meet with the Cree Nation Government to explain and discuss his position.
42. Upon approval by the ministre des Ressources naturelles et de la Faune, the Draft Plan shall become the official Regional Land and Resource Use Plan for the Category II Lands contemplated therein. This Plan shall be made public.
43. The Cree Nation Government and Québec shall enter into a specific agreement in order to implement the Plan and to adapt the activities of Québec to the characteristics of the Category II Lands as set forth in the Plan. This agreement shall be made public.

## **5. Lands and Resources**

### **(a) Sectors**

#### **(i) Energy**

44. The development of hydroelectric projects of 50 MW or less and of any wind energy projects on Category II Lands shall be reserved exclusively to any of the entities mentioned in the definition of “Cree Energy Projects” in section 1(n). These projects must be Cree Energy Projects and shall be subject to a tender solicitation or electricity purchase program of Hydro-Québec.

In the event that Québec intended, in the context of the development of small hydroelectric power plants, to define the installed capacity of a hydroelectric power plant at a level higher than 50 MW, the exclusivity provided for in the first paragraph of this section may be exercised with regard to hydroelectric projects complying with the new installed capacity defined by Québec.

Nothing in this section shall restrict the possibility for Hydro-Québec, acting through its Production Division, to purchase electricity on a private negotiated contract basis.

45. If the electricity produced from a Cree Energy Project mentioned in section 44 and situated on Category II Lands is entirely distributed on Category I Lands and is entirely destined to meet the needs of a Cree Community, the Cree Nation Government or the Cree Community, as the case may be, may distribute this electricity without the electricity production project being subject to a tender solicitation or electricity purchase program of Hydro-Québec.

In such event, the Cree Nation Government or the Cree Community, as the case may be, shall be considered as an electricity distributor subject to the *Act respecting the Régie de l'énergie*<sup>20</sup> and conditions similar to those applicable to municipal electricity systems shall apply to it.

46. The projects mentioned in sections 44 and 45 shall remain subject to the environmental authorizations and other rights and authorizations required by law and to the conclusion of leases of waterpower and lands of the domain of the State.
47. For greater certainty, nothing herein shall affect the provisions of Chapter 4 of the *Paix des braves*.

#### **(ii) Mines**

48. Québec undertakes to notify, on a monthly basis through the GESTIM mining title management system, the Cree Nation Government, the Cree Mineral Exploration Board and the relevant Cree Communities of the grant of new mining claims on Category II Lands. The first notification will be sent at the latest by April 1, 2013.

In this regard, the Cree Nation Government, the Cree Mineral Exploration Board and the relevant Cree Communities shall provide and maintain an email address.

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<sup>20</sup> R.S.Q., c. R-6.01.

49. Québec undertakes to take, by April 1, 2013, the measures necessary in order that applicants for claims on Category II Lands are informed via GESTIM of the relevant provisions of the JBNQA regarding such lands and are invited to communicate with the Cree Nation Government.
50. Québec shall, at no cost, provide the Cree Nation Government, the Cree Mineral Exploration Board and the Cree Communities with information sessions on mineral activity on Category II Lands as well as on the use of GESTIM, the whole taking into account needs and the availability of resources.
51. The ministre des Ressources naturelles et de la Faune may, subject to the adoption of Bill 14, the *Act respecting the development of mineral resources in keeping with the principles of sustainable development*, reserve to the State or withdraw from mining prospecting, research, exploration and operations any mineral substance forming part of the domain of the State on Category II Lands, taking into account, in particular, the RLRUP in order to avoid conflicts with other uses of the territory.

In this regard, uses related to the culture of the Crees, wildlife conservation, environmental protection or recreation, as well as any site of particular interest for the Crees, are likely to be in conflict with staking, map designation, mining exploration or mining operations.

52. For greater certainty, nothing herein shall affect the provisions of Chapter 5 of the *Paix des braves*.

**(iii) Water**

53. Upon the coming into force of sections 31.74 to 31.87 of the *Environment Quality Act*<sup>21</sup>, any withdrawal of water, as defined in sections 31.74 and 31.75 of the same Act, on Category II Lands shall be subject to the authorization of the ministre du Développement durable, de l'Environnement et des Parcs, taking into account, in particular, the recommendation of the Cree Nation Government, insofar as this withdrawal does not already form part of a project subject to the provisions applicable to the James Bay and Northern Québec region set forth in Chapter II of the same Act.

**(b) General**

**(i) Public Land Use Plan**

54. With respect to Category II Lands, the Cree Nation Government shall, acting as the CRÉ-CNG, be invited to participate in the work of the Québec-CRÉ-CNG table to be established in diligent fashion after the coming into force of this Agreement to ensure the participation of the Cree Nation Government in the preparation of the proposed PATP or any amendment or revision of thereof.
55. As soon as the proposed PATP affecting Category II Lands of the Territory is prepared, the ministre des Ressources naturelles et de la Faune shall submit this proposal to the Cree Nation Government for advice.
56. The PATP mentioned in section 55 may be submitted to Québec for approval after the expiry of 90 days from the date of transmission of the proposed PATP to the Cree Nation Government, unless the latter gives notice to the ministre des Ressources naturelles et de la Faune that it intends to state its views or to propose amendments to this proposal. In the latter case, the PATP may not be submitted to Québec for approval until the expiry of the process set forth in sections 57 to 63 or until the Cree Nation Government gives notice in writing of its approval of the proposed plan.
57. Within 90 days from the date of transmission of the proposed PATP giving mentioned in section 56, the Cree Nation Government may submit to the ministre des Ressources naturelles et de la Faune its views or proposed amendments regarding the proposed PATP, taking into account the following:

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<sup>21</sup> R.S.Q., c. Q-2.

- (a) the policies, principles and objectives determined by the Cree Nation Government in consultation with the Cree Communities and with the concurrence of Québec;
  - (b) the special vocation of Category II Lands for the Crees under the JBNQA; and
  - (c) the status of Category II Lands as lands in the domain of the State (subject to the provisions of the JBNQA, including Sections 5 and 24), concerning, in particular, public access to public lands and free circulation, having due regard to Cree harvesting rights and land use and occupation on Category II Lands.
58. The Cree Nation Government and the MRNF Official shall meet to review the views or amendments submitted by the Cree Nation Government regarding the proposed PATP and to endeavour in good faith, through cooperation and consultation, to arrive at a mutually satisfactory solution.
59. If, after 90 days from the date of submission by the Cree Nation Government of its views or proposed amendments, the Cree Nation Government and the MRNF Official are unable to reach a solution regarding the proposed PATP, the matter shall be referred to the Standing Liaison Committee with a view to obtaining a mutually satisfactory solution.
60. Within 90 days of the reference mentioned in section 59, the Standing Liaison Committee shall submit its recommendations (whether unanimous or divergent) to the Cree Nation Government and to the ministre des Ressources naturelles et de la Faune.
61. Upon receipt of the views or proposed amendments of the Cree Nation Government and recommendations of the Standing Liaison Committee, the ministre des Ressources naturelles et de la Faune shall, as soon as possible:
- (a) apply all these recommendations and submit the PATP to Québec for approval; or
  - (b) otherwise, transmit to the Cree Nation Government and the Standing Liaison Committee his conclusions on the recommendations, accompanied by written reasons, which may take account, in particular, of public health, public security, conservation, environmental protection or unreasonable restriction on public access or on the enhancement or development of the land and resources.
62. Where applicable, the Cree Nation Government shall reconsider its views or proposed amendments regarding the proposed PATP in light of the written reasons of the ministre des Ressources naturelles et de la Faune. The Cree Nation Government may, within 30 days of the transmission of the Minister's conclusions, submit to him its final observations.
63. If the ministre des Ressources naturelles et de la Faune is unwilling or unable to give effect to the final observations of the Cree Nation Government, he shall, within 30 days of the expiry of the period mentioned in section 62 and before making a final determination, meet with the Cree Nation Government to explain and discuss his position. After the expiry of this last period of 30 days, the Minister may submit the PATP to Québec for approval.

**(ii) Management**

64. Subject to negotiation with the ministre des Ressources naturelles et de la Faune in order to determine the terms and conditions to be set forth in a specific nation-to-nation agreement to be concluded by the Parties, acting diligently, after the coming into force of this Agreement, the Cree Nation Government may assume and exercise, on all or such parts of Category II Lands as the Cree Nation Government may recommend, powers of land and forestry management:

- (a) set forth in the *Program for the delegation of land and forest management on intramunicipal public land to regional county municipalities and municipalities not forming part of a regional county municipality*<sup>22</sup>, subject to the exclusions set forth in section 4.2 thereof, the future Local Forest Policy or any program or policy successor thereto of the same nature;
- (b) attributable to an MRC or local municipality elsewhere in Québec from time to time under Québec laws and policies; and
- (c) respecting such other matters as may be agreed by the Parties from time to time.

This specific agreement may provide for, among other things, technical and financial support to the Cree Nation Government as well as the adaptations to take into account the context of Category II Lands and the institutional capacity of the Cree Nation Government.

- 65. In the context of the harmonization of the Adapted Forestry Regime and the *Sustainable Forest Development Act*<sup>23</sup>, and by December 31, 2012, at the latest, the Crees and Québec shall establish a collaborative management regime for the forestry resources on the Category II Lands situated in the territory contemplated by Chapter 3 of the *Paix des braves*. This collaborative management regime shall consist of collaboration between the MRNF and the Cree Nation Government in order to develop the integrated forestry management plans concerned. This collaboration shall have as its objectives to ensure that Cree interests and concerns are taken into account, to determine local objectives for the sustainable development of forests and to agree on measures for the harmonization of uses. This collaboration shall be carried out after the consultations carried out by the Cree Nation Government with the Cree Tallymen and other Cree stakeholders concerned.
- 66. In order to implement the collaborative management regime mentioned in section 65, the Cree Nation Government and the MRNF shall, forthwith upon the execution of this Agreement, establish an Integrated Resource Management Table at which they shall be the exclusive partners. This Integrated Resource Management Table shall take the place of the table provided for in section 55 of the *Sustainable Forest Development Act*. The Parties shall negotiate suitable arrangements in order to implement the collaborative management regime, including technical and financial support for the Cree Nation Government.
- 67. The collaborative management regime shall commence with two five-year phases. During the first five-year phase, the MRNF shall assume primary responsibility for forestry planning and management, while involving the Cree Nation Government and providing it with financial and technical support to develop additional forestry planning and management capacity. During this phase, the Cree Nation Government and the MRNF may discuss the evolution, under the applicable law, from a sustained yield model to a “sustainable” model and the possible reconfiguration of the forestry management units.
- 68. Prior to the end of the first five-year phase, the Cree Nation Government and the MRNF, on the basis of the experience gained, shall negotiate an agreement under which, during the second five-year phase, the Cree Nation Government shall assume primary responsibility for forestry planning and management, with the technical and financial support of the MRNF.
- 69. Prior to the expiry of the second five-year phase, the Parties may negotiate an agreement for the renewal of the collaborative management regime for an additional ten-year period and the assumption by the Cree Nation Government of additional responsibilities for forestry planning and management, with the provision of technical and financial support by MRNF.
- 70. Subject to sections 65 to 69, nothing herein shall affect the Adapted Forestry Regime.

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<sup>22</sup> O.C. 1163-2009, (2009) 141 G.O. II, 3673.

<sup>23</sup> S.Q. 2010, c. 3.



71. In the event that Québec undertakes to entrust to any of the entities mentioned in section 17.22 of the *Act respecting the Ministère des Ressources naturelles et de la Faune*, other than a body or enterprise of the gouvernement du Québec as defined in the *Financial Administration Act*<sup>24</sup>, any of the resource management jurisdictions, functions and powers mentioned therein, including the management of:
- (a) land areas in the domain of the State, including the hydraulic, mineral, energy, forest and wildlife resources in those areas. This management relates to, among other things, the planning, carrying out, following-up and monitoring of operations and the exercise of regulatory powers;
  - (b) the plans and programs for the conservation, enhancement, development and transformation of hydraulic, mineral, energy and forest resources prepared by the ministre des Ressources naturelles et de la Faune under paragraph 3 of section 12 of the Act mentioned above;
  - (c) the programs for the development of lands, natural resources, wildlife and wildlife habitats in order to encourage regional development or implement any other policy prepared by the ministre des Ressources naturelles et de la Faune under section 17.13 of the Act mentioned above;

the Parties shall undertake negotiations with a view to the assumption and exercise by Cree Nation Government of such jurisdictions, functions and powers on Category II Lands in accordance with terms and conditions at least as favorable and a schedule at least as rapid as those granted to any such entity mentioned in section 17.22, taking into account the adaptations necessary in the context of Category II Lands. These terms and conditions shall be set forth in a specific nation-to-nation agreement between the Parties that may provide for, among other things, technical and financial support for the Cree Nation Government.

72. Québec undertakes to negotiate, at the latest by March 31, 2013 or within such longer period as the Parties may agree, an agreement with the Cree Nation Government, pursuant to which the Cree Nation Government may assume management responsibilities for sand and gravel on Category II Lands of the nature, scope and extent at least equivalent to those set forth in Order in Council 859-2009. The Cree Nation Government shall be deemed to be an MRC for the purposes of the application of this Order in Council.

## **6. Funding Arrangements**

73. Québec shall fund the Cree Nation Government in accordance with five-year funding agreements, the first of which is set forth in Chapter VI. The Crees and Québec shall negotiate and agree on subsequent five-year funding arrangements, taking into account, among other things:
- (a) the evolution of the governance jurisdictions, functions and powers of the Cree Nation Government with respect to its operations on Category II Lands;
  - (b) the needs and the revenue generating capacity of the Cree Nation Government with respect to its exercise of its governance jurisdictions, functions and powers on Category II Lands;
  - (c) the remoteness and expanse of Category II Lands;
  - (d) the level of funding provided in the immediately preceding five-year period;
  - (e) northern cost structures; and
  - (f) other related factors.

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<sup>24</sup> R.S.Q., c. A-6.001.

**7. Agreements**

74. The Cree Nation Government shall possess all the powers required to fulfill the obligations stipulated in an agreement to which it is party with Québec, one of its ministers and agencies or with a mandatary of the State.

## CHAPTER V GOVERNANCE ON CATEGORY III LANDS

75. Category III Lands shall remain lands in the domain of the State governed by Québec laws, subject to the provisions of the JBNQA, including Sections 5 and 24, the *Act respecting the Land Regime in the James Bay and New Québec Territories*, the *Act respecting hunting and fishing rights in the James Bay and New Québec territories* and other pertinent legislation related to the JBNQA, as adapted in accordance with the provisions of this Agreement.

### A. EYYOU ISTCHEE JAMES BAY REGIONAL GOVERNMENT

76. Upon the coming into force of the legislation mentioned in section 208, the Municipalité de Baie-James shall cease to exist and shall be replaced by a public regional government established by statute of Québec. This legal person in the public interest shall be a municipal body under the name of “Gouvernement régional d’Eeyou Istchee Baie-James”. The Regional Government may also be designated by the name of “Eenou Chishaauchimaa”, in Cree, and of “Eeyou Istchee James Bay Regional Government”, in English. The Regional Government shall comprise representation of the Crees and the Jamésiens as provided for in this Agreement.

### B. TERRITORY OF APPLICATION

77. The Regional Government shall, subject to sections 79 and 80, have jurisdiction over the Category III Lands situated in the Territory.

78. For greater certainty, the Regional Government shall not have jurisdiction on:

- (a) Category I Lands or Category II Lands; nor
- (b) subject to section 130, the territory of the Municipalities.

79. The Regional Government shall not exercise jurisdictions, functions and powers on Category III Lands located north of the 55<sup>th</sup> parallel, unless an agreement to this effect is reached between the Crees and Makivik Corporation or, as the case may be, the Kativik Regional Government and such agreement is approved by Québec.

80. The Parties hereby undertake to establish and to prosecute without delay a process with a view to adjusting the eastern, south-eastern and southern boundaries of the Territory subject to the jurisdiction of the Regional Government so as to follow the eastern, south-eastern and southern limits of the Cree Traplines as well as of Cree traditional family territories, beyond the current limits of the MBJ, it being understood that the latter territories are those of the members of:

- (a) the Cree Nation of Mistissini situated to the east and south-east of the current limits of the MBJ;
- (b) of the Waswanipi Band and of the Crees of Oujé-Bougoumou situated to the south of the current limits of the MBJ.

It is understood that this process will address on a priority basis the territories mentioned in sub-paragraph (a) of the preceding paragraph.

Any such adjustment of the boundaries shall be subject to the prior conclusion of:

- (a) agreements between the Crees and the Innus, Atikamekw and Algonquins, as the case may be; and
- (b) an agreement between the Crees and Québec, it being understood that Québec shall take into account, among other things, the interests of the Regional Government and of the affected residents.

For greater certainty, this section concerns only the projected adjustment of the boundaries of the territory of the Regional Government.

## **C. GOVERNING STRUCTURE**

### **1. Representation and Voting**

81. The governing structure of the Regional Government shall be a council composed of representatives of the Crees and of the Jamésiens as well as, during the first five years of operation of the Regional Government, a representative of Quebec designated by the sous-ministre des Affaires municipales, des Régions et de l'Occupation du territoire from his office. The representation of Quebec shall be re assessed after the first five years of operation.
82. During the first ten years of operation of the Regional Government, and subsequently until the formula mentioned in section 85 comes into force with the agreement of the Crees and Québec, the Crees and the Jamésiens shall have parity of votes on the council of the Regional Government in accordance with section 83.
83. The council of the Regional Government shall comprise 22 seats and 44 votes, allocated equally between the Crees and the Jamésiens. An additional seat shall be allocated for Québec, without the right to vote.
84. The representatives of the Crees shall be designated by the Crees from among their elected officers. The representatives of the Jamésiens shall be designated by the ministre des Affaires municipales, des Régions et de l'Occupation du territoire from among the members of the councils of the Municipalities and the residents of the Territory. The allocation of votes among the representatives of the Jamésiens shall be determined by the Minister, taking into account, in particular, the demographic weight of each of the Municipalities and of the residents of the Territory.
85. After the period mentioned in section 82, representation and voting rights of the Crees and the Jamésiens on the council of the Regional Government shall be based on resident population in accordance with a formula to be agreed by the Crees and Quebec based on democratic principles and demographic realities and not later than the ninth anniversary of the start of operations of the Regional Government.
86. The Cree employees of Cree Entities, Cree patients and Cree students, and their accompanying Cree dependents, outside the Territory shall be deemed to form part of the resident population of the Territory for the purposes of the formula mentioned in section 85.
- The same categories of persons among the Jamésiens whose principal residence is situated in the Territory shall be deemed to form part of the resident population of the Territory for the purposes of the formula mentioned in section 85.
87. The representation of the Crees and of the Jamésiens on the council of the Regional Government shall be reassessed every ten (10) years after the coming into effect of the formula mentioned in section 85.

### **2. Rules of Operation**

#### **(a) General**

88. The Regional Government shall act through its council in exercising its powers and carrying out its duties. The council shall act by resolution, except where required by this Agreement or by law to act by by-law.
89. By-laws may be enacted and resolutions adopted only at council meetings.
90. The rules of operation of the council of the Regional Government shall be those defined in the *Cities and Towns Act* insofar as they are not provided for in this Agreement or are not inconsistent with those defined in this Agreement, in which case the provisions of this Agreement shall take precedence.
91. Subject to this Agreement, the council may make and enforce rules and regulations for its internal government and for the maintenance of order during its meetings.

**(b) Meetings of Council**

92. Meetings of the council shall be held, in accordance with a program determined by the council, on the territory of one of the Cree Communities or Municipalities or on the territory mentioned in section 77.
93. The council shall hold regular meetings at least once every month unless otherwise decided by the council.
94. The clerk shall give public notice of the meeting schedule. The clerk shall also give public notice of any regular meeting to be held at a place, on a day or at a time other than that specified in the schedule.
95. The majority of all the members of the council shall constitute a quorum for the transaction of business, provided that such majority shall comprise a majority of the representatives of the Crees and of the representatives of the Jamésiens. The chairperson shall be deemed to be a member of the council for the purposes of the quorum.
96. The meetings of the council shall be public. A meeting of the council shall include a period during which the persons attending in person or by electronic communications may put oral questions to the members of the council.
97. The chairperson of the council may call a special meeting of the council whenever he deems proper, by an oral or written instructions to the clerk, who shall issue a notice summarily specifying the business to be transacted at such meeting and shall cause such notice to be served upon every member of the council not later than 48 hours before the time fixed for the commencement of the meeting.
98. In case the chairperson refuses to call a special meeting when deemed necessary by at least ten (10) members of the council, comprising at least five (5) representatives of the Crees and five (5) representatives of the Jamésiens, such members of council may, by a requisition to the clerk specifying the business for which the sitting is called, duly signed by them, order the sitting to be called. Upon receipt of such requisition the clerk shall issue a notice to the members not later than 48 hours before the time fixed for the commencement of the meeting, provided such notice specifies the business for which the sitting is called.
99. At such special meetings, no business but that specified in the notice shall be considered or disposed of, save if all the members of the council are then present and consent thereto. Any member of the council present at a special meeting may in writing waive notice of such meeting.
100. A member of the council may deliberate and vote at a meeting of the council by means of telephone or other communications equipment, provided that the council chair or person replacing the council chair and the clerk are present at the same place and that the communications equipment enables all persons participating in or attending the meeting to hear one another.

The minutes of the meeting must mention the names of members who participate in such a manner and the means of communication used.

A member who participates in a council meeting in accordance with this section is deemed to be present at the meeting, and shall be included for the purpose of determining whether there is a quorum.

101. The chairperson of the council shall be designated in alternation by the representatives of the Crees and the representatives of the Jamésiens for a two-year mandate. The vice-chairperson of the council shall be designated for a two-year mandate by the delegation not designating the chairperson. A random draw shall determine whether the first chairperson shall be a representative of the Crees or a representative of the Jamésiens.

When the chairperson or vice-chairperson of the council is to be designated from among the representatives of the Crees, the Chairperson of the Cree Nation Government shall serve *ex officio* in that capacity.

When the chairperson or vice-chairperson of the council is to be designated from among the representatives of the Jamésien, he shall be elected by secret ballot by the majority of the members of these representatives.

For greater certainty, neither the chairperson nor the vice-chairperson may be dismissed by the council, except in the cases provided for by law.

102. The chairperson or, in his absence, the vice-chairperson, shall preside at the meetings of the council. In the absence of the chairperson and vice-chairperson, the council shall choose another of its members to preside.

The chairperson or any person presiding at a sitting of the council shall be entitled to vote but need not do so. Every other member of the council must vote, unless he is prevented therefrom by reason of his interest in the matter concerned, under the *Act respecting elections and referendums in municipalities*<sup>25</sup>.

When there is a tie-vote, the decision shall be deemed to be in the negative.

103. When the council has in fact been unable to administer the affairs of the Regional Government for more than 30 days, although it can validly sit, and it appears to the Commission municipale du Québec that it is in the public interest to terminate such situation, the Commission municipale du Québec may order by a resolution passed by the affirmative vote of a majority of its members, including its president, that the Regional Government is under its control. Such resolution must be confirmed by the Superior Court and shall come into force on the day on which it is so confirmed. The Commission municipale du Québec may not, however, order the holding of an election, notwithstanding the third paragraph of section 46 of the *Act respecting the Commission municipale*.<sup>26</sup>

104. Where the council can no longer validly sit, the Commission municipale du Québec may, as long as such situation lasts, pass by resolution any measure which it deems necessary for the administration of the Regional Government.

In the case provided for in the first paragraph, where the chairperson and the vice-chairperson are unable to act or where the offices of chairperson and vice-chairperson are vacant, the Commission municipale du Québec or a person designated for that purpose may perform the functions of the chairperson.

The acts so done shall have the same effect, in all respects, as if the council itself or the chairperson himself had acted.

105. The by-laws and resolutions adopted by the council and the obligations and contracts approved by it shall be presented by the clerk to the chairperson within ninety-six hours after such adoption or approval.

If, within such time, the chairperson advises the clerk that he does not approve them, the latter shall submit them again to the council at the next meeting as a matter of urgency and priority.

If the absolute majority of the members of the council reaffirms such by-law, resolution, obligation or contract, the chairperson shall sign and approve the same, and if he refuses, such by-law, resolution, obligation or contract shall be legal and valid, as if signed and approved by him, subject, nevertheless, to any provision of this Agreement or, if not provided for by this Agreement, by an applicable law, by which a specified majority of the council is required for the approval of a by-law, resolution, obligation or contract, or where the approval of the chairperson is specially required.

The vice-chairperson shall not exercise the powers conferred on the chairperson by the second paragraph of this section.

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<sup>25</sup> R.S.Q., c. E-2.2.

<sup>26</sup> R.S.Q., c. C-35.

106. The members present at the meetings of the council shall decide, by a majority vote, the questions and matters submitted thereto, except where a larger number of concurrent votes may be required by this Agreement or, in cases not provided for by this Agreement, by an applicable law.
107. Notwithstanding section 106, and subject to the other provisions of this Agreement, the following questions and matters require approval by a special majority, that is, by an absolute majority of the votes of all members of council, provided that such majority shall include an absolute majority of two-thirds of the votes of all the representatives of the Crees and of two-thirds of the votes of all the representatives of the Jamésien, including the members representing at least three communities from each of such Cree and Jamésien delegations:
- (a) any matter requiring approval by a two-thirds majority of the votes of council members under the *Cities and Towns Act*;
  - (b) change of the head office of the Regional Government;
  - (c) position of the Regional Government with respect to the proposed creation of a new municipality or change of status from locality to municipality within the territory of the Regional Government;
  - (d) constitution of a locality and establishment of a local council for such locality;
  - (e) abolition of localities and local councils of localities;
  - (f) change in the level of services in or to a Locality or Zone of Service;
  - (g) conclusion of an agreement respecting fiscal equity between the Regional Government and a Municipality or Locality;
  - (h) adoption of the annual budget of the Regional Government;
  - (i) use of the budgetary surplus;
  - (j) affirmation of jurisdiction with respect to one or more matters contemplated in section 126 or section 137;
  - (k) adoption of the PRDIRT for Category III Lands, the five-year development plan and other reasonably comparable planning documents (CRÉ functions);
  - (l) adoption of the land use and development plan, the strategic vision for economic, social, cultural and environmental development and other reasonably comparable planning documents (MRC functions);
  - (m) position of the Regional Government with respect to the proposed PATP for Category III Lands for the purposes of section 24 of the *Act respecting the lands in the domain of the State*;
  - (n) amalgamation of the Regional Government with a municipality, including through the process provided under sections 85 and following of the *Act respecting municipal territorial organization*;
  - (o) approval of a proposal by a municipality to extend the limits of its territory by annexing any part of the territory of the Regional Government, including through the process provided under sections 128 and following of the *Act respecting municipal territorial organization*;
  - (p) position of the Regional Government regarding the extension of the boundaries of the territory of a municipality by annexation of a part of the territory of the Regional Government, including the process provided for in sections 128 and following of the *Act respecting municipal territorial organization*;
  - (q) request to Québec to amend this list of questions and matters requiring approval by a special majority.

**(c) Language**

108. Cree and French shall be the principal languages of the Regional Government.
109. The Regional Government may use either French or English in its internal communications and language of work.
110. A citizen may communicate verbally or in writing with the Regional Government, including at meetings of the council, in Cree, English or French.
111. Texts and documents intended for Cree individuals or for the Cree population in general shall be translated into Cree and English, including any document enabling the users to exercise a right or meet an obligation.

**(d) Executive Committee**

112. The council shall, by by-law, create an executive committee of five (5) members, including the chairperson of the council. During the first ten (10) years of operation of the Regional Government, two (2) members shall be selected by and from among the Cree members of the council and two (2) members shall be selected by and from among the Jamésien members of the council, for a renewable term of two (2) years.

After the first ten years of operation of the Regional Government, the members of the committee other than the chairperson shall be appointed, by resolution of the council from among its members, for a two-year term; the term shall be renewable.

113. The chairperson of the council shall be *ex officio* the chairperson of the executive committee.
114. The executive committee shall prepare and submit to the council:
  - (a) draft by-laws;
  - (b) the proposed annual budget;
  - (c) any request for the allocation of the proceeds of loans or for any other moneys required;
  - (d) any request for the transfer of funds or moneys already voted;
  - (e) any report that recommends the granting of franchises or privileges;
  - (f) any report concerning the exchange or the lease by emphyteusis of an immovable that belongs to the Regional Government or the lease of the Regional Government's movable or immovable property under a lease of more than one year;
  - (g) any report on any other subject submitted to it by the council that falls within the latter's jurisdiction;
  - (h) any plan for the classification of positions and the related salaries.
115. The executive committee shall give an account of its work to the council and no report or decision has effect unless it has been adopted or ratified by the council.

**(e) Officers**

116. The council shall appoint a Director General and fix his salary. A person may hold the office of Director General and a position as officer or employee of the Regional Government simultaneously.
117. The council shall also appoint an Assistant Director General who shall replace the director general if he is absent or if he is unable or refuses to act or if the office of director general is vacant.



118. The council shall ensure, to the extent possible, balance in the representation of the Crees and Jamésiens for the positions of Director General and Assistant Director General.

119. The Director General shall be the chief officer of the Regional Government.

The Director General shall have authority over all the other officers and employees of the Regional Government, except the chief auditor, who reports directly to the council. With respect to an officer or employee whose duties are prescribed by law, the authority of the Director General shall be exercised only within the framework of his duties as the administrator of human, material and financial resources of the Regional Government and may in no case hinder the carrying out of duties that are prescribed by law.

The Director General may suspend an officer or employee from his duties. He shall immediately make a report of the suspension to the council. The council shall decide the case of the suspended officer or employee, after inquiry.

120. Under the authority of the council or the executive committee, the Director General shall be responsible for the administration of the Regional Government and, for that purpose, he shall plan, organize, direct and supervise the activities of the Regional Government.

121. The Director General shall, in particular, perform the following duties:

(a) ensure communication between the council, the executive committee and other committees, on the one hand, and the other officers and employees of the Regional Government on the other hand. For that purpose, the Director General shall have access to every document of the Regional Government and may require any document or information from any officer or employee except where it would disclose the content of a record concerning a police investigation;

(b) prepare the budget and, where such is the case, the Regional Government's program of capital expenditures and the plans, programs and projects intended for the orderly functioning of the Regional Government with the collaboration of the heads of departments and the other officers and employees of the Regional Government;

(c) examine the complaints and claims against the Regional Government;

(d) examine the draft by-laws of the Regional Government;

(e) submit to the council, the executive committee or another committee, as the case may be, the budgets, programs of capital expenditures, plans, programs and projects prepared by him together with his observations and recommendations concerning the complaints, claims and draft by-laws that he has examined;

(f) make to the council, the executive committee or another committee, as the case may be, a report on any matter that he believes should be brought to it in view of the sound management of public funds, the progress of the Regional Government and the welfare of its citizens provided that the report does not tend to disclose the content of a record concerning a police investigation; and, where he considers it expedient, add his own conclusions to the record of any matter submitted to the council, the executive committee or another committee;

(g) attend the meetings of the council, of the executive committee and of other committees and, with the permission of the chairman of the meeting, give his advice and present recommendations on the matters debated, without having the right to vote;

(h) subject to the powers of the chairperson, see to it that the by-laws of the Regional Government and the decisions of the council are implemented and, particularly, see to it that the funds are used for the purposes for which they were voted.

122. The council shall appoint by resolution such officers and employees as it deems necessary to administer the Regional Government and fix their salaries. It shall appoint a clerk and a treasurer.

## **D. JURISDICTIONS, FUNCTIONS AND POWERS**

123. In addition to the jurisdictions, functions and powers attributed to it hereinafter, the Regional Government may assume and exercise any other jurisdiction, function and power that may be the object of an agreement from time to time between the Regional Government and Québec.

### **1. Municipal Management**

124. The Regional Government shall possess and exercise the same jurisdictions, functions and powers on Category III Lands as those currently attributed to the Municipalité de Baie-James pursuant to the *James Bay Region Development and Municipal Organization Act*, including those of a municipality governed by the *Cities and Towns Act* and the *Municipal Powers Act*, save for the provisions thereof inconsistent with the provisions of this Agreement and of the law constituting the Regional Government.
125. Subject to the provisions of this Agreement, the Regional Government shall be deemed to be a municipality governed by the *Cities and Towns Act* and the *Municipal Powers Act*, save for the provisions thereof inconsistent with the provisions of this Agreement and of the law constituting the Regional Government and those which Québec declares inapplicable in whole or in part to the Regional Government or to all or part of its territory, notice of which shall be given by it in the *Gazette officielle du Québec*.

### **2. Regional County Municipality (MRC)**

126. The Regional Government may, by resolution, declare with respect to all or any part of Category III Lands that it shall exercise any jurisdiction, function and power attributable by law to an MRC with regard to any of the following matters:

- (a) the planning of land use and development in the Territory, as provided for in the *Land Use Act*, including, in particular, the development of a land use and development plan, a strategic vision for economic, social, cultural and environmental development and the other elements pertinent for the planning exercise provided for in the *Land Use Act*.

The land use and development plan shall comply with the governmental orientations regarding land use developed in the framework of its law with regard to all or any part of Category III Lands. In developing these orientations, Québec shall take account, in particular, of the specific character of these lands, the participation of the Crees and Jamésien in their management as well as the particular issues related to the development of the resources in a perspective of sustainable development, the whole in concurrence with the Regional Government;

- (b) regional economic development;
- (c) establishment of a fund to provide financial support for operations to develop land or forest resources;
- (d) management of watercourses and lakes;
- (e) establishment and management of regional parks;
- (f) power;
- (g) planning of residual matter (waste) disposal;
- (h) any other jurisdiction, function or power that may be attributed from time to time to an MRC or successor body pursuant to the laws of Québec.

The resolution shall specify the subject that it concerns and describe, if applicable, the part of territory affected by the exercise of this jurisdiction. The declaration of jurisdiction shall take effect on the date of publication by the ministre des Affaires municipales, des Régions et de l'Occupation du territoire of a notice to this effect in the *Gazette officielle du Québec*.

A copy of this resolution shall be sent to the minister responsible for the law pursuant to which the jurisdiction mentioned in the declaration of jurisdiction is attributed to an MRC.

In cases where adaptations are required regarding the exercise of the jurisdiction concerned to take into account the context of Category III Lands and the institutional capacity of the Regional Government, they shall be the object of a prior agreement between the Regional Government and Québec. This agreement shall be published by the ministre des Affaires municipales, des Régions et de l'Occupation du territoire in the *Gazette officielle du Québec* with a notice stating the date that it takes effect.

127. The Local Development Centre of James Bay (“*Centre local de développement de la Baie-James*”) shall continue to operate exclusively with respect to the territory and residents of the Municipalities and the residents of the Localities. It may collaborate with the Local Development Centres mentioned in section 21 in order to support entrepreneurs in carrying out projects on Category III Lands, subject to the approval of the Regional Government. Its funding shall not be affected by the sole fact of this Agreement.

### **3. Regional Conference of Elected Officers (CRÉ)**

128. Subject to section 129, the Regional Government shall, with respect to Category III Lands, exercise all the powers and have all the responsibilities of a CRÉ, as provided for in Québec laws.

129. The CRÉ-BJ shall continue to exist, either as an independent organization or as part of a new James Bay entity. It shall have the functions of a CRÉ, save for those related to a CRRNT, exclusively with respect to Jamésiens. Its funding shall not be affected by the sole fact of this Agreement, subject to adjustment to take account of the CRNNT functions transferred to the Regional Government.

### **4. Regional Land and Natural Resource Commission (CRRNT)**

130. The Regional Government shall exercise the functions of a CRRNT, including the preparation of a PRDIRT, in respect of:

- (a) Category III Lands, and
- (b) the public lands situated in the territory of the Municipalities.

In this capacity, the Regional Government shall consult the Cree Nation Government with a view to harmonizing, as much as possible, its PRDIRT and the RLRUP of the Cree Nation Government.

131. The Regional Government shall exercise its jurisdictions, functions and powers under sections 128 and 130 taking into account the following the policies, principles and objectives shall be determined by the Regional Government in consultation with the Cree Communities and the Municipalities and with the concurrence of Québec.

### **5. Lands and Resources**

#### **(a) Public Land Use Plan**

132. Québec and the Regional Government may negotiate the terms and conditions regarding the participation of the Regional Government in the preparation of the PATP on Category III Lands.

## 6. Special Powers

133. The council of the Regional Government may adopt or pass by-laws, resolutions or other acts in respect of:
- (a) such parts of its territory as it may determine, or
  - (b) only one part of its territory.

134. The council of the Regional Government may, subject to section 107(d), constitute any part of the territory of the Regional Government as a locality and determine its name. In such case, the council may establish a local council for the locality consisting of not more than five members elected for four years, at the time prescribed by the council and in accordance with the *Act respecting elections and referendums in municipalities*, and to which the council may, by by-law, on such conditions as it determines, delegate all or any part of its powers respecting the locality.

Every natural person who would be qualified to vote at a referendum if the date of reference, within the meaning of the *Act respecting elections and referendums in municipalities*, were that of the poll, is eligible for the office of member of the local council and is entitled to vote at the election of its members.

135. The council of the Regional Government may impose a general property tax at different rates according to the parts of the territory that it determines.
136. The council of the Regional Government may, by by-law, increase or decrease the amount of the fund for the purpose of achieving a fiscal and financial balance between the Regional Government and the Municipalities and the Localities situated in the territory of the Regional Government.

The council shall determine the mode of financing of the fund, the terms and conditions under which the fund is to be managed and the sums paid into the fund.

137. Subject to section 107(j), and in the same manner provided for in section 126, the Regional Government may, at the request of a Municipality or Cree Community made by a unanimous resolution of its council, affirm its jurisdiction with respect to one or more matters within the jurisdiction of a local municipality or of an MRC in the territory of one or more of the Municipalities or Cree Communities.

The resolution containing the request under the first paragraph shall specify the matters to which the application pertains and, where the Regional Government wishes to affirm its jurisdiction with respect to the territory of all or some part of the Municipalities or Cree Communities, contain a description of the territory concerned or the names of the Municipalities or Cree Communities in whose territory the jurisdiction of the Regional Government with respect to the matter referred to in the request will be exercised.

138. Subject to sections 107(f) and 107(g), the Regional Government may conclude fiscal equity agreements with one or more Municipalities and Localities with respect to services in their Zone of Service.
139. The *Act respecting the remuneration of elected municipal officers*<sup>27</sup> applies to the municipality, with the following modifications :
- (a) the Regional Government shall be deemed to be a supramunicipal body for the application of sections 21 to 23, 30.1 and 31 of the *Act respecting the remuneration of elected municipal officers* to any of representatives of the Jamésiens designated by the ministre des Affaires municipales, des Régions et de l'Occupation du territoire pursuant to section 84 and forming part of a municipal council;

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<sup>27</sup> R.S.Q., c. T-11.001.

- (b) the Regional Government shall be deemed to be a regional county municipality for the purposes of section 30.0.3 of the *Act respecting the remuneration of elected municipal officers*.
140. The Regional Government shall be deemed to be a supramunicipal body for the application of the *Act respecting the Pension Plan of Elected Municipal Officers*<sup>28</sup> to the representatives of the Jamésiens designated by the ministre des Affaires municipales, des Régions et de l'Occupation du territoire pursuant to section 84 and forming part of a municipal council.
- The Regional Government shall be deemed to be a local municipality for the application of that Act to any other person forming part of the council of the Regional Government. Notwithstanding section 1 of that Act, the Regional Government may adhere to the pension plan established for them by that Act.
141. For the purposes of the application of sections 303 to 306 and 357 to 362 of the *Act respecting elections and referendums in municipalities* and the other provisions of that Act related to those sections to the representatives of the Jamésiens designated by the ministre des Affaires municipales, des Régions et de l'Occupation du territoire pursuant to section 84 and forming part of a municipal council, the Regional Government shall be considered to be a municipal body within the meaning of section 307 of that Act.
- Any other member of the council with the right to vote who has a direct or indirect interest in an enterprise causing the member's personal interest to conflict with that of the Regional Government must, on pain of forfeiture of office, disclose the interest in writing to the council and abstain from participating in any discussion or decision involving the enterprise in which the member has the interest or in any part of a meeting of the council during which the interest is discussed.
142. In a case of irresistible force that might endanger the life or health of the population or seriously damage the equipment of a Locality, the chair of the local council may order such expenditure as the chair considers necessary and award any contract necessary to remedy the situation. In such a case, the chair must make a report with reasons to the council having jurisdiction with respect to the matter at the following meeting.
143. The Regional Government may carry on any agricultural activity mentioned in section 1 of the *Act respecting the preservation of agricultural land and agricultural activities*<sup>29</sup> in any part of its territory that it determines.
144. The Regional Government may establish with a cooperative governed by the *Cooperatives Act*<sup>30</sup> a mixed enterprise company whose jurisdiction is that determined under section 143.
145. The *Act respecting mixed enterprise companies in the municipal sector*<sup>31</sup> applies to the mixed enterprise company established under the first paragraph, except the second paragraph of section 14, section 15 and the second paragraph of section 22 of this Act.
146. Québec may, at the request of the Regional Government and subject to section 107(q), amend the list of questions and matters requiring approval by a special majority mentioned in section 107.

## 7. Agreements

147. The Regional Government shall possess all the powers required to fulfill the obligations stipulated in an agreement to which it is party with the Government or one of its ministers and agencies, with a mandatary of the State or, if the agreement at issue is one excluded from the application of the *Act respecting the Ministère du Conseil exécutif* or for the conclusion of which prior authorization was obtained under this Act, with the Government of Canada or one of its ministers, agencies or mandataries.

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<sup>28</sup> R.S.Q., c. R-9.3.

<sup>29</sup> R.S.Q., c. P-41.1.

<sup>30</sup> R.S.Q., c. C-67.2.

<sup>31</sup> R.S.Q., c. S-25.01.

**E. EMPLOYMENT POLICY**

148. The Regional Government shall adopt a policy concerning employment, training, hiring and professional development. More specifically, the Regional Government shall adopt administrative measures in order to facilitate the access by Cree workers to employment opportunities within the Regional Government as well as their training and professional development.

**F. TRANSITIONAL MEASURES**

149. Upon the coming into force of legislation mentioned in section 208, and subject to the provisions of this Agreement:
- (a) the Regional Government and the Cree Nation Government shall succeed to the rights, powers, assets and obligations of the MBJ insofar as they pertain to the territories subject to the jurisdiction of the Regional Government and of the Cree Nation Government, as the case may be;
  - (b) the Regional Government and the Cree Nation Government shall become, without continuance of suit, a party to all legal proceedings to which the Municipalité de Baie-James is party in respect of their respective territories;
  - (c) all the by-laws, resolutions or other acts adopted by the MBJ shall be deemed to be by-laws, resolutions or acts of the Regional Government or of the Cree Nation Government insofar as they pertain to the territories subject to the jurisdiction of the Regional Government and of the Cree Nation Government, as the case may be. They shall remain in force in such territories until the date that they cease to have effect as provided for according to their terms, until their objects are attained or until they are replaced or repealed by the Regional Government and of the Cree Nation Government, as the case may be;
  - (d) the Regional Government shall be a party to any contract or agreement to which the MBJ is a party, which shall continue to have effect after the establishment of the Regional Government and of the Cree Nation Government. The Regional Government may agree with the Cree Nation Government on the terms and conditions of allocation of expenses and revenues associated with any such contract or agreement, if it applies on both Category II Lands and Category III Lands.
150. Pending the coming into force of the legislation mentioned in section 208, the MBJ shall submit to the Implementation Committee, for advice, any exceptional financial commitment, it being understood that expenditures related to services and supplies in the normal course of operations shall not be considered as an exceptional financial commitment.

**G. REGIONALIZATION OF SERVICES**

151. In the context of the Plan Nord and as soon as possible after the coming into force of this Agreement, the Parties shall consult and agree with a view to the regionalization of the services, programs and offices of Québec in the Territory in order to improve the provision of services of Québec in the Territory and to ensure a more equitable distribution of such services, programs and offices in the Territory, taking into account, in particular, the special context and the expanse of the Territory. In this regard, the Parties shall undertake discussions on a priority basis with the following bodies and departments of Québec:
- (a) Commission de la construction du Québec;
  - (b) Ministère des Transports;

- (c) Ministère du Développement durable, de l'Environnement et des Parcs;
- (d) Ministère des Ressources naturelles et de la Faune;
- (e) Société de l'assurance automobile du Québec.

152. Subsequently, other services, programs and offices of Québec may form the object of other consultations and agreements between the Parties.

## CHAPTER VI FINANCIAL PROVISIONS

### A. GENERAL PROVISIONS

153. The funding provided for herein shall be paid semi-annually by Quebec on a grant funding basis unless expressly stated otherwise in this Chapter.
154. The funding provided for herein shall be paid to the Recipients of Funding mentioned in this Chapter.

### B. FUNDING ALLOCATIONS APPLICABLE TO THE CREE NATION GOVERNMENT

#### 1. Funding to Support the Cree Nation Government Exercising Responsibilities on Category II Lands

##### (a) Program and Project Funding

155. Program and Project Funding to be provided to the Cree Nation Government includes the following annual amounts for the years 2013-2014 to 2017-2018:

- |  |             |
|--|-------------|
| (a) Regional Development Fund (normal program funding):        | \$2,338,943 |
| (b) Regional Development Fund (adjustment for funds withheld): | \$621,080   |
| (c) Volet II forestry development funds:                       | \$404,000   |

The amount mentioned in sub-paragraph (c) of the preceding paragraph is subject to the evolution of program funding and agreement between the Parties regarding equitable allocation.

##### (b) Operational Implementation Funding

156. The Operational Implementation Funding for the Cree Nation Government is established and agreed to provide the Cree Nation Government with base operations funding for its services.
157. The Operational Implementation Funding is provided automatically, independently of expenses recorded in the financial statements of the Cree Nation Government. It is intended to finance the recurrent operations and services of the Cree Nation Government. The components of this Operational Implementation Funding are entirely transferable at the discretion of the Cree Nation Government within its overall budget.
158. Any year-end surplus or deficit in the Operational Implementation Funding of any given year may be transferred by the Cree Nation Government to the subsequent financial year without affecting the Operational Implementation Funding for that subsequent financial year.
159. The Operational Implementation Funding for the years 2013-2014 to 2017-2018 includes the following annual components:
- |   |             |
|---|-------------|
| (a) Annual base component:                            | \$3,000,000 |
| (b) Annual recurrent funding component:               |             |
| (i) Compensation (en lieu of taxes) for public lands: | \$142,000   |
| (ii) CRRNT functions of Cree Nation Government        | \$250,000   |
| (iii) Participation in development of PATP:           | \$100,000   |



**(c) Annual Specific Funding Allocations**

160. The following specific allocations shall be provided on a cost-recovery basis to fund certain costs, currently unquantifiable, incurred by the Cree Nation Government in relation to its assumption of responsibilities on Category II Lands respecting:
- (a) Public security (police and fire protection);
  - (b) Roads and related infrastructure;
  - (c) Public hygiene, including potable water, waste water, sewers and waste disposal.
161. For the period commencing April 1, 2013 and ending March 31, 2015, these costs shall be funded on a basis consistent with the level of services provided by the MBJ or other relevant parties in the three (3) years immediately preceding the signature of this Agreement. For the period after March 31, 2015, these costs shall be subject to review with Quebec regarding the increase in the level of services and funding which shall be established to reflect the needs at that time.

**(d) Capital Funding Allocations**

(i)	For the year 2013-2014	\$2,000,000
(ii)	For the year 2014-2015	\$2,000,000
(iii)	For the year 2015-2016	\$2,000,000
(iv)	For the year 2016-2017	\$2,000,000
(v)	For the year 2017-2018	\$2,000,000

**2. Reporting**

162. Save with respect to the reporting requirements related to the Program and Project Funding referred in section 155, the Cree Nation Government shall provide to Québec annual audited financial statements concerning all expenditures incurred in relation to the funding paid to the Cree Nation Government pursuant to this Agreement. These financial statements shall be presented on a basis similar to the format used for the funding request submitted by the Crees in the context of the Financial Technical Working Group established for the negotiations leading to this Agreement.
163. The Cree Nation Government shall provide to Québec an annual activity report concerning the operations of the Cree Nation Government in relation to its governance responsibilities on Category II Lands.

**3. Renewal**

164. The Parties shall meet not later than April 1, 2017 to commence negotiations on the renewal of a five-year funding arrangement in accordance with section 73. Should the Parties fail to reach an agreement by October 31, 2017, the funding provided in 2017-2018 shall be renewed for the subsequent financial year.

**C. FUNDING TO BE PROVIDED TO THE REGIONAL GOVERNMENT**

**1. Program and Project Funding**

165. Program and Project Funding to be provided to the Regional Government includes the following annual amounts for the years 2013-2014 to 2017-2018:

- (a) Volet II forestry development funds: \$1,616,000

The amount mentioned in sub-paragraph (a) of the preceding paragraph is subject to the evolution of program funding and agreement regarding equitable allocation.

## **2. Operational Implementation Funding**

166. The Operational Implementation Funding for the Regional Government is established and agreed to provide the Regional Government with base operations funding for its services.
167. The Operational Implementation Funding is provided automatically, independently of expenses recorded in the financial statements of the Regional Government. It is intended to finance the recurrent operations and services of the Regional Government. The components of this Operational Implementation Funding are entirely transferable at the discretion of the Regional Government within its overall budget.
168. Any year-end surplus or deficit in the Operational Implementation Funding of any given year may be transferred by the Regional Government to the subsequent financial year without affecting the Operational Implementation Funding for that subsequent financial year.
169. The Operational Implementation Funding includes the following annual components:
- (a) Neutralization of additional costs related to the reorganization and loss of revenues: \$1,000,000  
(\$1,000,000 for the period 2013-2014 to 2015-2016,  
\$666,667 for the period 2016-2017, and \$333,333 for the  
period 2017-2018)
  - (b) CRRNT functions of Regional Government: \$500,000
  - (c) Participation in development of PATP: \$100,000

## **3. One-Time Implementation Grant**

170. Quebec shall provide a one-time grant in the amount of \$500,000 to the Regional Government for the costs to implement this Agreement.

## **4. Tax Shortfalls**

171. During its first five (5) years of operation, the Regional Government shall not be required to assess tax increases over and above the rates charged for the 2012 fiscal year. Any shortfall in tax revenues in relation to expenditures, whether for the provision of services to the Localities and Zones of Service pursuant to the *Agreement respecting Certain Matters Related to the Agreement on Governance in the Eeyou Istchee James Bay Territory*, or otherwise, shall be funded by means of grants from Québec in order to ensure that the Regional Government shall not incur any deficit during the period.

## **D. FUNDING TO BE PROVIDED TO SDBJ**

172. Quebec confirms its commitment to subscribe for the unsubscribed portion of the authorized share capital of the SDBJ as required in order for it to carry out its mandate.

## CHAPTER VII SOCIÉTÉ DE DÉVELOPPEMENT DE LA BAIE JAMES

173. The Société de développement de la Baie James shall adopt as soon as possible a policy concerning employment, training, hiring and professional development as well as administrative measures in order to facilitate the access by Cree workers to employment opportunities within the SDBJ as well as their training and professional development.
174. The SDBJ shall continue in existence with its current rights and privileges, as provided for in the *James Bay Region Development and Municipal Organization Act*, subject to the following provisions:
- (a) the board of directors of the SDBJ shall be composed of seven (7) members including the chief executive officer, who shall be appointed by Québec taking into account the recommendations of the Cree Nation Government regarding the appointment of three (3) of these members and the chief executive officer;
  - (b) the mission of the SDBJ shall be to promote the economic development and the development and exploitation of natural resources, other than hydro-electric resources subject to the mandate of Hydro-Québec, and with a view to sustainable development. The SDBJ may, in particular generate, support and take part in the carrying out of projects in the pursuit of these objects. A further mission of the SDBJ shall be to develop the Territory, subject, with regard to land use planning and development, to the jurisdiction of the Cree Nation Government with respect to Category II Lands, and of the Regional Government with respect to Category III Lands, as provided for in this Agreement;
  - (c) in the pursuit of its mission, the SDBJ shall promote coordinated action with, in particular, the Cree Nation Government, the Cree Communities, the Regional Government, the Municipalities, the CRÉ's and the CLD's as well as with the other stakeholders, both from the public and the private sectors;
  - (d) the Cree Nation Government, with respect to Category II Lands, and the Regional Government, with respect to Category III Lands, may propose to Québec mandates that may be entrusted to the SDBJ in any field related to its objects. In the event of such a mandate, the costs of which may be borne, in whole or in part, by the Cree Nation Government or the Regional Government, as the case may be;
  - (e) the Cree Nation Government, with respect to Category II Lands, and the Regional Government, with respect to Category III Lands, may propose to the ministre des Ressources naturelles et de la Faune draft directives concerning the objectives and general policy of the SDBJ;
  - (f) the board of directors may make recommendations to Québec regarding the location of the head office of the SDBJ;
  - (g) the SDBJ may not exercise any powers of expropriation save with the prior authorization of the Cree Nation Government, with respect to Category II Lands, and of the Regional Government, with respect to Category III Lands.
175. The Parties shall, acting diligently, negotiate with a view to assessing the advisability that the consent of the SDBJ no longer be required for any future amendment of the JBNQA.

## CHAPTER VIII OTHER PROVISIONS

### A. WILDLIFE

176. In accordance with section 10.19 of the *Paix des braves* and with a view to resolving certain difficulties in recruiting Wildlife Protection Officers, Québec undertakes to consolidate the half-time employment positions mentioned in section 10.17(b) of the *Paix des braves*, at the latest by April 1 2017, by converting them to full-time employment positions.

In the case of positions occupied at the time of this conversion, the Wildlife Protection Officers may, however, choose to maintain the half-time status of their employment, to increase it to eight (8) months per year or to convert it to full-time employment. The Parties undertake to amend the *Paix des braves* to give effect to this section.

177. In the event of a significant increase in the pressure on wildlife and Cree harvesting activities in the Territory, Québec shall train and hire additional Cree Wildlife Protection Officers, over and above those mentioned in section 10.17 of the *Paix des braves*, in order to ensure an adequate control of hunting, fishing and trapping activities in the Territory.

Québec shall, in its assessment of the increase in pressure mentioned in the preceding paragraph, take account of the recommendations of the Hunting, Fishing and Trapping Coordinating Committee mentioned in Section 24 of the JBNQA.

178. In addition, the Parties shall negotiate with a view to determining the terms and conditions permitting the Cree Nation Government to train and hire, in accordance with needs, 19 Cree Wildlife Protection Assistants in order to support the Cree Wildlife Conservation Officers in ensuring the proper control of hunting, fishing and trapping activities in the Territory. These terms and conditions may include, in particular, the development of a training and mentoring plan that will make it possible to prepare the replacements in order to fill the positions of wildlife conservation officers.
179. Further to section 151, Québec undertakes to establish diligently after the coming into force of this Agreement a wildlife protection office in one of the Cree Communities.

### B. WATER

180. Québec undertakes to take the necessary measures for an integrated management mechanism for water resources to be established in the Territory defined in the second paragraph of section 1(ccc) as well as, if applicable, in Category I Lands, on the basis of hydrological units, including watersheds, sub-watersheds and groups of watersheds, the whole in accordance with the *Act to affirm the collective nature of water resources and provide for increased water resource protection*<sup>32</sup> and with terms and conditions, including support in technical and financial resources, to be determined by an agreement to be negotiated by Québec, the Cree Nation Government and the Regional Government by March 31, 2014.

### C. FORESTS

181. Forthwith upon the execution of this Agreement and until December 31, 2012, at the latest, the Crees and Québec shall negotiate the harmonization of the Adapted Forestry Regime and the *Sustainable Forest Development Act*. These negotiations shall take place at the Cree-Québec Table on the Development of the Adapted Forestry Regime and Other Forestry Issues, in particular the Adapted Forestry Regime, established pursuant to the letter of November 30, 2009 from the then vice-première ministre Nathalie Normandeau to Grand Chief Matthew Coon Come.

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<sup>32</sup> R.S.Q., c. C-6.2.

182. In the context of the harmonization of the Adapted Forestry Regime and the *Sustainable Forest Development Act*, and by December 31, 2012, at the latest, the Crees and Québec shall establish a collaborative management regime for the forestry resources on the Category III Lands situated in the territory contemplated Chapter 3 of the *Paix des braves*. This collaborative management regime shall consist of collaboration between the MRNF and the Regional Government in order to develop the integrated forestry management plans concerned. This collaboration shall have as its objectives to ensure that interests and concerns of the relevant Crees and the relevant Jamésiens are taken into account, to determine local objectives for the sustainable development of forests and to agree on measures for the harmonization of uses. This collaboration shall be carried out after the consultations carried out by the Regional Government with all the relevant Cree and Jamésien stakeholders.

183. Subject to sections 181 and 182, nothing herein shall affect the Adapted Forestry Regime.

#### **D. MINING**

184. Québec undertakes to notify the Regional Government, on a monthly basis through the GESTIM mining title management system, of the grant of new mining claims on Category III Lands. The first notification shall be sent at the latest by April 1, 2013.

In this regard, the Regional Government shall provide and maintain an email address.

185. Québec undertakes to take, by April 1, 2013, the measures necessary in order that applicants for claims on Category III Lands are informed via GESTIM of the relevant provisions of the JBNQA regarding such lands and are invited to communicate with the Regional Government and the Cree Nation Government.

186. Québec shall, at no cost, provide the Cree Nation Government, the Cree Mineral Exploration Board, the Cree Communities and the Regional Government with information sessions on mineral activity on Category III Lands as well as on the use of GESTIM, the whole taking into account needs and the availability of resources.

#### **E. BENEFIT AGREEMENTS**

187. The Crees and the Municipalities shall retain their respective benefits from development projects. For the Crees and the Municipalities, this means, in particular, that the benefits agreed upon with the Crees or the MBJ, as the case may be, within the context of hydroelectric projects shall not form part of the property of the Regional Government.

## CHAPTER IX FINAL PROVISIONS

### A. AGREEMENT

188. This Agreement replaces the Framework Agreement.
189. This Agreement may be amended from time to time with the consent of the Parties.
190. This Agreement shall come into force on the date of its signature by the Parties.

### B. STANDING LIAISON COMMITTEE

191. The Standing Liaison Committee established under Chapter 11 of the *Paix des braves* shall exercise the mandates provided for therein in respect of this Agreement. It is understood that the composition of this committee shall comply with the requirements of sections 11.2 to 11.4 of the *Paix des braves*, provided that the secrétaire général associé chargé du Secrétariat aux affaires autochtones and a representative designated by the secrétaire général du Conseil exécutif shall be members of the Committee.
192. The Standing Liaison Committee may only exercise the mandates provided for in Chapter 11 of the *Paix des braves* regarding matters that concern Category I Lands and Category II Lands.

### C. IMPLEMENTATION COMMITTEE

193. With regard to matters that concern the governance of Category III Lands as provided for in Chapter V of this Agreement, an Implementation Committee is hereby established made up of an equal number of representatives of Québec, the Crees and the Jamésiens. It shall exist until the second anniversary of the establishment of the Regional Government. During this period, the Parties shall assess the advisability of keeping this committee in existence thereafter.
194. The Implementation Committee shall comprise the representatives deemed useful by Québec, of which at least one of Administrator of State rank, in order to adequately carry out the mandate of the Committee.
195. The Implementation Committee shall also comprise the Chief Representative of the Crees with Québec, designated by the Cree Nation Government, as well as any other persons deemed useful by the Cree Nation Government in order to adequately carry out the mandate of the Committee.
196. The Implementation Committee shall also comprise the representatives of the Jamésiens designated by Québec taking into account, among other things, the recommendation of the Municipalities and the residents of the Territory.
197. Normally, the representatives of each party on the Implementation Committee shall not exceed five (5) persons unless the representatives of the parties at this Committee agree otherwise. A representative on this committee may be occasionally substituted when the circumstances so require.
198. The Implementation Committee shall meet regularly.
199. The Implementation Committee shall have the following principal mandates:
  - (a) to act as a forum of exchange and of coordination between the Crees, Québec and the Jamésiens in order to strengthen political, economic and social relations between them;
  - (b) to ensure the harmonious implementation of and efficient follow-up of this Agreement with respect to matters that concern the governance of Category III Lands, as provided for in Chapter V of this Agreement;

- (c) to act as a privileged forum between the Crees, Québec and the Jamésiens in order to find mutually acceptable solutions to disputes arising out of the interpretation or implementation of this Agreement;
  - (d) to address any other issue which may be mutually agreed to by the representatives of the parties on the Committee.
200. The mandate of the Implementation Committee is not to substitute itself for existing committees or forums provided for in the JBNQA or elsewhere, but rather to act as a mechanism to resolve major disputes which have not been otherwise resolved.
201. The representatives of the parties on the Implementation Committee shall attempt in good faith to find appropriate and mutually acceptable solutions in regard to any subject raised with the Committee and they will strive in good faith to ensure the implementation of these solutions by such parties.

#### **D. DISPUTE RESOLUTION**

202. The dispute settlement procedure set forth in Chapter 12 of the *Paix des braves* shall apply to any controversy, claim or disagreement arising out of the interpretation or implementation of the this Agreement, which is formally raised by either of the Parties for resolution, and which relates to questions concerning Category I Lands and Category II Lands.

#### **E. REVIEW**

203. After five years of the coming into force of this Agreement, the Parties shall review, under the aegis of the Standing Liaison Committee, the implementation of this Agreement and all matters related thereto concerning Category I Lands and Category II Lands.
204. After five years of the coming into force of this Agreement, the Crees, Québec and the Jamésiens shall review the implementation of this Agreement and all matters related thereto concerning Category III Lands.

#### **F. LEGAL PROCEEDINGS / DISPUTE**

205. The Legal Proceedings shall be definitively discontinued by the Cree parties thereto without costs, and Québec undertakes to accept such discontinuance, without costs.
206. The Dispute shall be definitively settled by the Cree parties thereto without costs, and Québec undertakes to accept such settlement, without costs.

#### **G. COMPLEMENTARY AGREEMENT**

207. The Parties undertake to negotiate, within six (6) months of the coming of this Agreement, a complementary agreement to the JBNQA so as to include therein, in particular, the provisions of this Agreement mentioned in Schedule 1.

#### **H. LEGISLATION**

208. Québec undertakes to submit to and to recommend to the Assemblée nationale the special legislation relating to this Agreement and the amendments to its laws of general or specific application in order to ensure their consistency with this Agreement and the complementary agreement mentioned in section 207. Québec shall make its best efforts to recommend this special legislation and these amendments to the Assemblée nationale without delay after the coming into force of this Agreement. A non exhaustive list of laws to be enacted or amended is set out in Schedule 2. Québec shall consult the Cree Regional Authority with respect to the legislation to be recommended prior to the submission thereof to the Assemblée nationale.

**I. INTERPRETATION**

209. The preamble and the schedules form an integral part of this Agreement.
210. This Agreement is neither a treaty nor a land claim agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*. However, the provisions of this Agreement that will be incorporated into the JBNQA shall have constitutional protection under sections 25 and 35 of the *Constitution Act, 1982* once the required amendments have been made to the JBNQA in accordance with section 207 of this Agreement.



**IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED AT QUÉBEC CITY ON THIS 24<sup>TH</sup> DAY OF JULY 2012:**

**FOR QUÉBEC:**

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**Jean Charest**

**Premier ministre**

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**Laurent Lessard**

**Ministre des Affaires municipales, des Régions et de l'Occupation du territoire**

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**Clément Gignac**

**Ministre des Ressources naturelles et de la Faune**

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**Geoffrey Kelley**

**Ministre responsable des Affaires autochtones**

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**Yvon Vallières**

**Ministre responsable des Affaires intergouvernementales canadiennes et de la Francophonie canadienne**

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**Pierre Arcand**

**Ministre du Développement durable, de l'Environnement et des Parcs**

**FOR THE CREES:**

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**Dr. Matthew Coon Come**

**Grand Chief of the Grand Council of the Crees (Eeyou Istchee)**

**Chairman of the Cree Regional Authority**

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**Ashley Iserhoff**

**Deputy Grand Chief of the Grand Council of the Crees (Eeyou Istchee)**

**Vice-Chairman of the Cree Regional Authority**

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**Dr. Ted Moses, O.Q. (Witness)**

**Former Grand Chief of the Grand Council of the Crees (Eeyou Istchee)**

**Former Chairman of the Cree Regional Authority**

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**Stanley George (Witness)**

**Chief of the Whapmagoostui First Nation**



## **SCHEDULES**



## SCHEDULE 1      COMPLEMENTARY AGREEMENT

1. The *James Bay and Northern Québec Agreement* shall be amended by the complementary agreement mentioned in section 207 in order to replace Section 11A and Section 11B by a new Section 11 concerning the Cree Nation Government.
2. The complementary agreement mentioned in section 207 shall amend the *James Bay and Northern Québec Agreement* by including therein, in particular, the provisions of this Governance Agreement relating to the following matters:
  - (a) exclusion of Category II Lands from any municipality;
  - (b) continuation of the Cree Regional Authority as the Cree Nation Government;
  - (c) references to the Cree Regional Authority deemed to be references to the Cree Nation Government;
  - (d) objects of the Cree Nation Government;
  - (e) jurisdictions, functions and powers of the Cree Nation Government;
  - (f) processes relating to land and resource planning and use;
  - (g) land and resource management powers;
  - (h) funding arrangements for the Cree Nation Government (section 73 of this Governance Agreement).
3. The provisions of Section 11 of the *James Bay and Northern Québec Agreement* may only be amended with the consent of Québec and the Cree Nation Government.
4. The legislation enacted to give effect to the provisions of Section 11 of the *James Bay and Northern Québec Agreement* may be amended from time to time by the Parlement du Québec.

## SCHEDULE 2      NON-EXHAUSTIVE LIST OF QUÉBEC LAWS

The special legislation relating to this Agreement to be enacted and the laws of general or specific application to be amended in order to ensure their consistency with this Agreement include, without limitation, the following:

1.     *Act respecting the Cree Regional Authority* (R.S.Q., c. A-6.1)
2.     *Act respecting the Eeyou Istchee James Bay Regional Government* (to be enacted)
3.     *James Bay Region Development and Municipal Organization Act* (R.S.Q., c. D-8.2)
4.     *Act respecting the James Bay Regional Zone Council* (R.S.Q., c. C-59.1)
5.     *Act respecting municipal territorial organization* (R.S.Q., c. O-9)
6.     *Act respecting the Ministère des Affaires municipales, des Régions et de l'Occupation du territoire* (R.S.Q., c. M-22.1)
7.     *Act respecting the Ministère du Développement économique, de l'Innovation et de l'Exportation* (R.S.Q., c. M-30.01)
8.     *Act respecting the Régie de l'énergie* (R.S.Q., c. R-6.01)