



The Regional Municipality of Durham Report

To: Committee of the Whole
From: Chief Administrative Officer
Report: #2025-COW-18
Date: May 14, 2025

Subject:

MSIFN-Durham Bilateral Agreement – Government-to-Government Collaboration between the Mississaugas of Scugog Island First Nation (MSIFN) and the Region of Durham

Recommendation:

That Committee of the Whole recommends to Regional Council:

- A) That the MSIFN-Durham Bilateral Agreement (Appendix 1) be endorsed for signature.
 - B) That staff be directed to plan for a signing ceremony to occur at a mutually-agreed upon date.
 - C) That a copy of this agreement be forwarded to local area municipalities in Durham Region, and the Association of Municipalities of Ontario (AMO) and the Federation of Canadian Municipalities (FCM) for their information.
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Report:

1. Purpose

1.1 The purpose of this report is to:

- a. Outline the foundation for government-to-government collaboration between the Mississaugas of Scugog Island First Nation (MSIFN) and the Region of Durham as documented within the Bilateral Agreement (Appendix 1).
- b. Obtain Council support to execute the agreement and take next steps including the development of a workplan.

2. Background

- 2.1 In November 2024 Mississaugas of Scugog Island First Nation Chief Kelly LaRocca contacted Sandra Austin, the Region's Executive Director of Strategic Initiatives, to discuss the potential to negotiate a bilateral agreement between MSIFN and Durham Region.
- 2.2 The MSIFN consultation team provided draft content that was reviewed and amended through iterative review by staff in the CAO's Office, Finance, Legal Services, Legislative Services, Works, Community Growth and Economic Development. MSIFN Chief and Council have approved the revised text.
- 2.3 The Bilateral Agreement is designed to uphold and further the principles of reconciliation and the rights of Indigenous peoples, while exploring new opportunities to advance shared goals. By building a relationship based on mutual respect, this agreement highlights areas of initial interest and sets a foundation for restoration, reciprocity and future collaboration.
- 2.4 This agreement emphasizes the commitment of both parties to developing and maintaining a long-term relationship that encourages trust and respect. It encourages learning more about each others' goals for their communities, lands, and waters in mutually beneficial ways, including MSIFN treaty and harvesting rights, economic development and ecological protection and restoration within both culturally protected and western views.
- 2.5 This agreement is a living document that will be revised periodically with mutual agreement of both parties. It will be reviewed annually to ensure it serves its intended purpose of mutual respect and reciprocity.

3. Next steps

- 3.1 Endorsement of the Bilateral Agreement supports the parties moving forward in the spirit of friendship, reciprocity and respect.
- 3.2 There is a commitment to maintain open communications, respecting all applicable legislation for confidentiality. On matters of mutual interest, the Region will engage early and in a coordinated and collaborative manner to streamline information sharing.
- 3.3 Parties will meet quarterly and maintain consistency of staff to build on institutional memory and support established relationships.
- 3.4 The establishment of an Indigenous advisory committee is proposed to ensure Indigenous input on a range of Regional initiatives.

4. Relationship to Strategic Plan

- 4.1 This report aligns with/addresses the following Strategic Direction(s) and Pathway(s) in Durham Region's 2025-2035 Strategic Plan:

a. Connected and Vibrant Communities

- C1. Align Regional infrastructure and asset management with projected growth, climate impacts, and community needs.
- C7. Create accessible, lively, and culturally welcoming public spaces, including opportunities to access nature.

b. Environmental Sustainability and Climate Action

- E5. Respect the natural environment, including greenspaces, waterways, and agricultural lands.

c. Healthy People, Caring Communities

- H3. Integrate and co-ordinate service delivery for positive life outcomes, including investments in poverty prevention, housing solutions, and homelessness supports.

d. Resilient Local Economies

- R5. Cultivate and promote local arts, culture, quality of place, and tourism that embrace urban excitement and country charm.

e. Strong Relationships

- S1. Enhance inclusive opportunities for community engagement and meaningful collaboration.
- S2. Build and strengthen respectful relationships with First Nations, Inuit, Métis, and urban Indigenous communities.
- S5. Ensure accountable and transparent decision-making to serve community needs, while responsibly managing available resources.

4.2 For additional information, contact: Sandra Austin, Executive Director, Strategic Initiatives, at 905-668-7711, extension 2449.

5. Attachments

Attachment # 1: MSIFN-Durham Bilateral Agreement

Respectfully Submitted,

Original Signed by

Elaine C. Baxter-Trahair
Chief Administrative Officer

Appendix 1- MSIFN-Durham Bilateral Agreement

COLLABORATION AGREEMENT (the “Agreement”)

BETWEEN

**THE MISSISSAUGAS OF SCUGOG ISLAND FIRST NATION
(“MSIFN”)**

AND

**THE REGION OF DURHAM
(the “Region”)**

1. Introduction

This Agreement forms the foundation for government-to-government collaboration between the Mississaugas of Scugog Island First Nation (MSIFN) and the Region of Durham (“Durham”, or the “Region”). These are herein referred to as the “Parties”, which are described as follows.

MSIFN is member of the Williams Treaties First Nations (WTFNs), with reserve, traditional, and treaty territory lands that are within what is now known as Durham. Since time immemorial, Michi Saagiig (Mississauga) people have secured their needs from the surrounding environment. However, the cumulative impacts of development across the entire WTFN territory have greatly reduced the opportunities available for MSIFN’s rights and practices.

Implementation of the 1923 Williams Treaties by the Crown resulted in the denial of rights, including harvesting rights, and lack of proper compensation and additional lands. In 2018, the WTFNs negotiated a Settlement Agreement with the Crown that recognizes pre-existing rights, including treaty harvesting rights, for WTFN members, and facilitates the addition of up to 11,000 acres to each of the seven WTFNs’ reserve land base.

Decisions that occurred in the Region prior to 2018 may not have recognized these pre-existing rights, which has exacerbated the cumulative impacts. Decisions subsequent to

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the Settlement Agreement may support, or extinguish, MSIFN's ability to secure an additional 11,000 acres of reserve land.

Durham Region covers a diverse landscape that includes urban centres and rural communities, as well as natural spaces and agricultural lands. These are the lands and waters with which Indigenous Peoples have had a relationship of reciprocity since time immemorial.

Within the Region of Durham there are eight local area municipalities, including the Town of Ajax, Township of Brock, Municipality of Clarington, City of Oshawa, City of Pickering, Township of Scugog, Township of Uxbridge, and the Town of Whitby. Currently home to more than 750,000 residents, Durham Region continues to be one of the fastest growing communities in Canada.

Durham supports the 2018 Settlement Agreement and looks forward to a positive future of respect and collaboration.

2. Purpose

This Agreement will help to further reconciliation between the Parties, while opening new opportunities to advance mutual goals. The Parties are committed to:

2.1.1 Developing and maintaining a long-term relationship that encourages trust and respect.

2.1.2 Learning more about one another, including each other's goals for their communities and the lands and waters within the Region.

2.1.3 Protecting, caring for, and restoring lands and waters for mutual benefit of their communities and support of MSIFN rights, including harvesting rights.

2.1.4 Collaborating on clean energy and infrastructure economic development opportunities to the mutual benefit of the Parties, the climate and natural environment, and economic reconciliation.

2.1.5 Considering opportunities for joint investment in revenue-generating infrastructure services where MSIFN's ability to secure low-cost capital may assist the Region in advancing and accelerating necessary infrastructure.

- 2.1.6** Upholding and furthering principles of reconciliation that are outlined in the Truth and Reconciliation Commission of Canada's Report, the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP), and Canada's United Nations Declaration on the federal United Nations Declaration on Rights of Indigenous Peoples Act (UNDRIPA).

3. Working Together

3.1 Communications and Confidentiality

The following provisions will provide the guiding communication principles for collaboration between the Parties during the implementation of this Agreement.

- 3.1.1** The Parties will engage in open, honest, meaningful, and transparent communications on matters of mutual interest or concern. Discussions can be informal, and agreements reached during discussions will be documented.
- 3.1.2** The Parties will maintain confidentiality in mutual communications when appropriate, while recognizing the nature of governance and applicable legislation, including the Municipal Freedom of Information and Protection of Privacy Act that relates to the Parties, and the First Nations Principles of Ownership, Control, Access, and Possession, (OCAP). When OCAP principles are not in contravention of MFIPPA, they will be applied. In cases where OCAP principles contravene MFIPPA, the Region must conform to MFIPPA.
- 3.1.3** Durham will deploy resources to seek to reduce the administrative burden on MSIFN. This will include:
- a) Engaging MSIFN on matters of interest as early as possible.
 - b) Moving away from a fragmented approach to consultation files and towards approaches that are more coordinated and collaborative in nature (see 3.2.3). The Region will engage in consultation beyond the files on which it has been delegated the constitutional Duty to Consult.
 - c) Summarizing key impacts and opportunities for files provided to MSIFN (e.g., clean energy partnership opportunities, impacts on key environmental features).

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3.1.4 The Parties will meet at least quarterly, but more as needed to review matters of interest under this Agreement. Specifically:

- a) Meetings will begin with general updates from both Parties and will then focus on project-specific matters with support from key project team members.
- b) The Region will provide consistency in staff to build institutional memory and support relationship building.
- c) Attendees will include at least two appointees made by each Party.

3.1.5 Within 90 days of signing, the Parties will meet to begin preparing an annual work plan.

3.1.6 The Parties will collaboratively establish key decision points on matters that could have irreversible impacts on the lands and waters that are critical for current and future practice of Indigenous rights.

3.1.7 The Region will investigate the establishment of an Indigenous Advisory Committee, similar to existing Committees of Council that provide insight and advice.

3.2 Collaboration Opportunities

The Parties agree to advance the following opportunities for collaboration:

3.2.1 Ecological Protection and Restoration

The parties commit to working together to protect lands and waters within the Region, while advancing ecological restoration opportunities that also support cultural connections to restored ecosystems, recognizing that:

- a) The Region contains lands that have historically provided sustenance and cultural connections of critical importance to MSIFN members. However, the extensive development of the Region means that many members are no longer, or have never, been able to practice their rights that depend on healthy lands and waters.
- b) Protection of remaining natural areas and their health is critical to prevent exacerbated cumulative impacts on MSIFN rights. As a shared responsibility, protection of ecosystems should occur in a manner that upholds MSIFN rights, interests, and equally values Indigenous Knowledge alongside western science/assessments.

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- c) The high magnitude of cumulative impacts of past decisions at all levels means that restoration of lands and waters is crucial. Restoration should aim to support MSIFN member's cultural connections, while healing ecosystems that both Parties' community members rely on.
- d) Ontario's policies and programs will be treated as a minimum, the Parties will strive to higher standards whenever possible.

3.2.2 Economic Development, Partnerships, Arts and Culture

This Agreement will support economic reconciliation and climate change mitigation by:

- a) Facilitating clean energy development and partnerships, while also supporting First Nation procurement opportunities.
- b) Ensuring opportunities for the Region to learn about MSIFN businesses, to inform MSIFN with respect to the types of contractors the Region engages, and to identify and reduce barriers to entry for First Nation participation.
- c) Exploring opportunities for joint economic development initiatives, land use or acquisition or joint infrastructure investments on mutually beneficial priorities, including through participation in the Durham Economic Development Partnership (DEDP) table, and as a permanent member of the Durham Economic Task Force (DETF).
- d) Leveraging MSIFN community connections for input into art, design, and cultural opportunities, including placemaking and the identification of spaces to host community work.

3.2.3 Consultation, Accommodation and Collaboration

Within Durham, local area municipalities now provide planning files to MSIFN for consultation. To the extent possible, the Parties commit to improving the process to support MSIFN's rights and interests, including:

- a) Establishing consultation and accommodation protocols that allow for a coordinated approach that proactively considers the cumulative impacts of decisions.
- b) Approaching the creation and review of key strategic and corporate documents (e.g., infrastructure and service planning) through a lens that examines potential connections to MSIFN reserve and fee simple lands.

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- c) Servicing considerations (e.g. public transportation, Regional roads, waste management, etc.) will include the potential for MSIFN partnerships.
- d) Durham will help identify and support opportunities for MSIFN to acquire lands under the fee simple process outlined in the WTFN Settlement Agreement.

3.3 Terms and Conditions

The Parties agree to abide by the following terms and conditions:

- a) Reasonable capacity funding will be provided to facilitate MSIFN participation in this Agreement.
- b) This will be a living document that can be revised from time-to-time with mutual agreement of the Parties. The parties will review the Agreement annually to ensure that it is serving its intended purpose.
- c) The Agreement will have an initial five-year term that can be extended by mutual agreement, in writing.
- d) The Agreement can be terminated with 30 days written notice by either Party, which should include reasoning for termination. Prior to issuing written notice, the Parties agree to meet and work towards resolution of any concerns. During the 30-day written notice period, the Parties will meet and attempt to address the reasoning for termination given in the notice.
- e) Any disputes will be elevated to MSIFN's Chief and/or assigned Councillor, along with Durham's Regional Chair.
- f) This Agreement does not constitute consultation, and does not superseded MSIFN's inherent, Aboriginal, or Treaty rights.

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SIGNED THE _____ day of _____ 2025.

**MISSISSAUGAS OF SCUGOG ISLAND REGION OF DURHAM
FIRST NATION**

Chief Kelly LaRocca

Regional Chair and CEO John Henry

Councillor Sylvia Coleman

Signatory 2

Councillor Jeff Forbes

Signatory 3