



Blood Tribe Treaty Entitlement Cattle Claim Overview July 2021

Background

Cattle were promised by Canada to the Blood Tribe orally and in written form in the Blackfoot Treaty of 1877 (also known as Treaty 7). These promises were made by specific reference to cattle as well as through the promise of an alternative economy.

The Blood Tribe was in a position to receive the Treaty Entitlement Cattle in 1882, however, the promised cattle were never provided. Because Canada did not provide the cattle as promised, the Blood Tribe suffered economic damages. These damages were significant and included the inability to establish an alternative economy once the Buffalo were gone. This resulted in the loss of income that could have been generated from the original herd as well as its growth over time.

The Treaty also promised that if any "band" wanted to raise crops as well as raise cattle then it could take less cows in exchange for agricultural implements such as ploughs, and seed. A First Nation could choose to either take the full allotment of cattle OR take less cattle plus agricultural implements such as ploughs.

This is why some First Nations have made claims for "cows and ploughs". Historically the Blood Tribe has always wanted just the cattle and therefore the claim was based upon the full allotment of cattle.

The following is a brief overview of key events and key aspects of the Cattle Claim:

Timeline of Events:

- **1997** - December 11, 1997 – The Blood Tribe filed a Statement of Claim in the Federal Court of Canada to preserve the right to do so; the claim was then held in abeyance while the Blood Tribe sought to resolve it through the Specific Claims process.

- **1998** – April 1998 - The Blood Tribe filed a submission to Specific Claims. This is a federal process wherein the Minister reviews the claim and either accepts it or rejects it. If accepted then the First Nation begins negotiations to settle the claim. If a claim is rejected by the Minister the First Nation can take the claim to the Specific Claims Tribunal.
- **2011** – September 2011 - The Minister of Aboriginal Affairs and Northern Development rejected the Treaty Entitlement to Cattle specific claim stating that there is no outstanding lawful obligation on the part of the Government of Canada.
- **2012** – September 18, 2012 - After the Minister's rejection, The Blood Tribe filed a Declaration of Claim with the Specific Claims Tribunal in accordance with the Specific Claims Tribunal Act. When a Specific Claim is rejected by the Minister, a First Nation has the option to submit their Claim to the Tribunal. This is a decision-making body established under the Specific Claims Tribunal Act and can determine whether or not a Claim is valid. If a Claim is found to be valid the Tribunal can award compensation to the First Nation.
- **2012 – 2018** The Cattle Claim moved through the Tribunal at a slow pace due to delays within Canada's internal processes and the backlog of cases being dealt with by the Tribunal.
- **2018** – February 28, 2018 - Canada informed the Blood Tribe they were now willing to negotiate a settlement of the Cattle Claim based on new evidence and the evolution of the law. Canada admitted it had breached the Blackfoot Treaty of 1877 by failing to provide the cattle promised in the treaty.
- **2018** – March 19, 2018 - The Blood Tribe passed a Band Council Resolution accepting the offer to negotiate a settlement of the claim.
- **2019** – February 20, 2019 - During the negotiations the Blood Tribe proposed a settlement in the amount of \$150 million, this is the maximum amount available under the Specific Claims Tribunal Act.

- **2021** – March 2, 2021 - Canada accepted the Blood Tribe's proposal for settlement and a formal letter of offer was provided to Blood Tribe Chief and Council.
- First Nations have the ability to obtain loan funding to cover the costs of negotiations, legal costs and loss of use assessment studies. The Blood Tribe obtained a loan of \$157,450 over two years. Canada will deduct this amount from the \$150 million and the balance of **\$149,842,550** will be paid to the Blood Tribe.
- **2021** - March - June - Tribal Government worked with legal counsel to draft the Settlement Agreement and the Trust Agreement, for Chief and Council's review.

Settlement Agreement

- The Settlement Agreement sets out the terms of the agreement between Canada and the Blood Tribe in settling the Cattle Claim. It includes things like the compensation amount, how it is to be ratified by Blood Tribe voting members and when payment will be made to the Blood Tribe and releasing Canada from any future claims regarding the treaty entitlement to cattle. The information packages contain a summary of the Settlement Agreement and the Questions and Answers document that you can refer to for details.

Trust Agreement

- The Trust Agreement sets out how the compensation amount will be spent, how trustees will be appointed and what their responsibilities are. It also sets out the rules which the trustees need to abide by in the management and disbursement of the funds and the care they need to take regarding safe investments.

Uses of the Compensation

- A per capita distribution payment of \$3000 for each Blood Tribe Member registered or who has made an application and is eligible to be registered at the date of the distribution;

- \$450,000 for costs of the Ratification Vote and concluding negotiations on the Settlement Agreement;
- Administration costs for the initial per capita distribution;
- Kainai Market Place mortgage – remaining amount to a maximum amount of \$2,200,000;
- Blood Tribe Public Works for the purchase of four snow blowers (to clear roads in the winter) in the amount of \$2,400,000;
- \$25,000,000 for a Long Term Investment Fund. The Trustees will be required to develop a plan for the investment, use and distribution of the income and the capital of the Long Term Investment Fund and to bring the plan to Chief and Council for approval. The intent of the Long Term Investment Fund will be limited to the long term use and benefit of future generations and that the fund will continue to increase.
- **Contributions to Capital Projects** for the benefit of Blood Tribe Members, including but not limited to the following projects which will be owned by the Blood Tribe:
 - An additional contribution to the Hockey Rink;
 - Multifamily Townhouses and/or Apartments;
 - A Funeral Parlour;
 - Homeless Shelters in Moses Lake and Stand Off;
 - Contribution to a new building for Blood Tribe Social Development;
 - New Community Hall for Lavern Community;
 - Upgrades to existing Community Halls: Old Agency and Moses Lake; and
 - Contribution to a new building for the Blood Tribe Police Service.
- **Infrastructure or Assets** for the use and benefit of Blood Tribe Members, including but not limited to the following:
 - Concrete Skateboard Parks in Stand Off, Lavern and Moses Lake;
 - Community Play Grounds in Stand Off, Lavern and Moses Lake;
 - Community Water Parks in Stand Off, Lavern and Moses Lake;
 - Community Walking Paths in Stand Off, Lavern and Moses Lake;
 - Community Outdoor Track and/or Soccer Field for Stand Off, Lavern and Moses Lake;

- Urgent Care Centre/Dialysis Machines;
 - Contribution to Upgrades to Red Crow Park Arbour and Grounds/RV Hookups/Community Hall-Handgame Building;
 - Contribution to Upgrade of Red Crow Park Rodeo Grounds;
 - Contribution to Upgrades and a new Internet system for the Blood Reserve;
 - Enhancement of Stand Off Townsite;
 - Contribution to Public Works for Water Infrastructure/Waterlines;
 - Contribution to the purchase of the old Blood Reserve School Bus Co-op Building and the return of the use and occupation of the lands that it is situated on;
 - Upgrades to Levern and Moses Lake Ball Diamonds; and
 - New Ball Diamonds in Stand Off.
- Distribution of Income – Until the Termination Date, the Trustees shall pay the interest earned (excluding the net annual income from the Long Term Investment Fund) to the Blood Tribe Distribution Account each year for the purpose of a per capita payment to Blood Tribe Members.
 - The information packages contain a summary of the Trust Agreement and the Questions and Answers document that you can refer to for more details.
 - On June 28, 2021 Canada accepted the Settlement Agreement as drafted; the Blood Tribe Council is now recommending that the voting Members of the Blood Tribe accept Canada's settlement offer as well as the Trust Agreement in a Ratification Vote.

Information Materials

- Information officers will be going out to each household on the Blood Reserve to provide the Information Materials and, if Covid-19 measures permit, to discuss the Cattle Claim with the voting Members of the Blood Tribe. Information officers will also be in Lethbridge and Calgary. Blood Tribe Voters can call **1(877)331-6070** to ask questions and get more information.
- Materials will include: a Summary of the Settlement Agreement; a Summary of the Trust Agreement; an Overview of the Cattle Claim; and frequently Questions and Answers (Qs & As) on the Cattle Claim.

- Voting members will also be able to obtain a copy of the full Settlement Agreement and Trust Agreement upon request. Access to these documents and other relevant documents will also be available on-line on the official Blood Tribe website.

Community Meeting

- Under the Settlement Agreement one (1) Information Meeting is required prior to Voting Day where information on the Settlement Agreement, Trust Agreement and the Ratification Vote will be provided by legal counsel, a financial advisor and the Ratification Officer. **This will be a Virtual Meeting to be held on August 18, 2021.** Information on registering for the meeting and access will be provided as soon as arrangements are completed.
- The virtual meeting will also be recorded and accessible through the Blood Tribe website after August 18, 2021. Any questions you may have after watching the video can be directed to **1(877) 331-6070.**

Voting Day

- **Voting Day to Ratify the Settlement Agreement and Trust Agreement will be on September 16, 2021**
- **In-person Voting stations will be open from 9:00 am to 8:00 pm at:**
 - **STANDOFF, AB. - Kainai Multipurpose Building**
 - **CALGARY - Delta South – Nakiska Ballroom**
 - **135 Southland Drive**
 - **LETHBRIDGE - Italian Canadian Cultural Center**
 - **1511- St. Edward Blvd. North**
- **Electronic voting will be available: Dates: September 14th & 15th , 2021**

The Blood Tribe has contracted with a company called OneFeather who have established an electronic voting platform that Blood Tribe Voters will be able to use to vote electronically. Visit the OneFeather website page at <https://onefeather.ca/nations/BloodTribe> to register and initiate the electronic voting process. Voters will be advised when the Voting website is able to be accessed.

Ratification Threshold

- For the Blood Tribe to receive the Compensation amount of \$149,842,550.00, **25 % of voting members have to vote**, the majority of those voters need to vote "YES" in order for the Tribe to receive the funds.
- If 25% voters do not show up to vote in person or electronically, then this will be considered an unsuccessful vote, even if the majority vote "Yes".
- If that happens it will be possible to have a second vote. At this second vote **a simple majority** is all that is required. This means that if a majority of whoever shows up to vote, vote YES then the vote will be successful and we will receive the funds.
- However, **IF** the second vote does not result in a "Yes" vote, then we will not receive any funds.
- **Please note, If the first vote is a "No" vote there cannot be a second Vote. The Vote will be considered unsuccessful and we will not receive the Compensation.**
- We may return to the Tribunal but that would mean spending more Blood Tribe funds to continue in that legal process. This process can take many more years to complete. At the end of the day if we should win at the Tribunal, the Tribunal can only award up to the \$150M that was offered to us in the first place. And if we do not get a positive ruling from the Tribunal we may have no further opportunity to pursue a settlement of this claim.