

KWANLIN DÜN FIRST NATION AND GOVERNMENT OF YUKON INTERGOVERNMENTAL ACCORD

Friday November 27, 2015



**KWANLIN DÜN FIRST NATION – GOVERNMENT OF YUKON
INTERGOVERNMENTAL ACCORD**

("the Accord")

Dated for reference the 27 day of November, 2015.

Between:

Kwanlin Dün First Nation as represented by the Chief

("KDFN")

And

The Government of the Yukon as represented by the Premier

("the Yukon")

being the parties to this Accord (the "Parties").

WHEREAS the Parties desire to maintain and enhance an effective and respectful working relationship building on existing processes while minimizing duplication;

WHEREAS the Parties share many interests and concerns;

WHEREAS the Parties wish to develop practical ways for their departments and agencies to work together in the efficient and effective delivery of governmental services to their citizens;

WHEREAS the Parties have a mutual desire to build on and increase existing collaborative working relationships that aid in the ongoing reconciliation between governments

NOW THEREFORE, the Parties agree to the following:

1.0 Purpose

- a) The Purpose of this Accord is to provide a framework for the Parties to identify matters of mutual interest and priority in a timely manner and to set out the actions the Parties agree to take to address those matters.

2.0 General

- a) This Accord does not define or create and shall not limit or otherwise affect any aboriginal or treaty right of the KDFN.
- b) This agreement is not intended to be legally binding.

3.0 Shared Interests and Priorities

The Parties agree to focus on the following matters:

3.1 Land

- a. Identify ways to register Category A and B Settlement Lands in the Land Titles Office in ways that preserve KDFN interests in Settlement Land and Yukon's interest in a secure, dependable system;
- b. Renew the 2011 LOU on Residential Land Opportunities to enable specific joint residential and recreation lot developments to be considered.

3.2 Campground Partnership

- a. Collaborate on the feasibility of campground development within KDFN Traditional Territory.

3.3 Emergency Response Planning

- a. Provide training opportunities for KDFN government personnel in Incident Command System (ICS) and emergency management;
- b. Discuss the development of a cooperation agreement for a major emergency or disaster.

3.4 Capacity Development

- a. Meet annually, early in the fiscal year to identify upcoming training and which training opportunities KDFN would like to secure seats in;
- b. Provide an 18 month training opportunity to a KDFN member through a Temporary Assignment within Yukon Government, Aboriginal Relations.

3.5 Health and Justice

- a. Officials continue with their cooperative efforts to address program and service delivery issues of mutual interest related to family and children's services through the Health & Social Services/Kwanlin Dun First Nation (HSS/KDFN) Liaison Committee and the implementation of the Memorandum of Agreement (MOA) and subsequent written agreements;
- b. KDFN and HSS senior officials establish an on-going dialogue through regular meetings to discuss core insured health services including opportunities for more integrated, cooperative and collaborative service delivery;

- c. Examine options to develop enhanced, responsive, culturally appropriate services to increase the level of security of person and property for KDFN citizens and residents on KDFN lands including preventative measures, community engagement and improved security and police services, including alternative service delivery;
- d. Explore options for expanding the land-based programming offered at Jackson Lake, increase collaboration with Yukon Alcohol and Drug Services and include programs and services for youth and adults involved with the criminal justice system;
- e. Continue joint support for integrated approaches to community safety through program initiatives such as Community Wellness Court, Prolific Offender Management Program and the Community Safety Committee;
- f. Continue to support alternative service delivery models such as through Probation and Victim Services and evaluate outcomes.

3.6 Education

- a. Negotiate an Education Memorandum of Understanding that will outline agreed to priorities, outcomes, responsibilities and implementation.

3.7 Community Infrastructure

- a. Continue discussion related to community infrastructure including a multipurpose building and group home.

4.0 Action Plans

- 4.1 The Parties agree to develop an action plan, within 90 days of signing this Accord that will identify how the priorities set out in 3.0 will be addressed.
- 4.2 Any action plan developed pursuant to 4.1 shall be attached to the Accord as Appendix A and shall form a part of this Accord.
- 4.3 The action plans will be implemented through each Party's existing decision-making and approval processes.

5.0 Coordination and Implementation

- 5.1 Each Party shall name a Senior Official for the coordination of the administrative operation of this Accord, including the development, coordination and reporting to the Accord Principals (Premier and Chief) on the progress of the Action Plan.
- 5.2 Where the Parties agree to take action together on a shared priority, the Parties will each identify a contact that will be responsible for undertaking necessary action and managing the progress of the specific shared priority, including their reporting of progress and issues that may arise, to the Senior Officials.
- 5.3 The Principals will discuss activities undertaken pursuant to this Accord at least annually and deal with substantive issues as they may arise.

6.0 Communications

6.1 The Parties acknowledge that they may wish to communicate to the public regarding matters referred to in this Accord and agree that communications or press releases related to work undertaken or matters discussed under this Accord will be jointly developed and released.

7.0 Amendment

7.1 This Accord may be amended from time to time in writing by agreement of the Parties.

7.2 Appendix A of this Accord may be amended from time to time by the Parties' Senior Officials, as designated under 5.1.

8.0 Term

8.1 This Accord shall come into force on the date it is signed and shall remain in force for 5 (five) years.

9.0 Notice

9.1 Any notice, request to other communication required to be given under this Accord shall be made in writing and is effective if delivered in person, sent by facsimile or registered mail.

9.2 All notices and communications in connection with this Accord will be addressed to:

For Yukon: Director, First Nation Relations & Capacity Development
Government of Yukon
Box 2703
Whitehorse, Yukon, Y1A 2C6


For KDFN Executive Director
Kwanlin Dün First Nation
35 McIntyre Drive
Whitehorse, Yukon, Y1A 5A5

10.0 Cost of Administration

10.1 The Parties shall be responsible for their own costs incurred in association with the administration and implementation of this Accord. The Parties may agree to particular cost arrangements to deal with specific shared priorities.

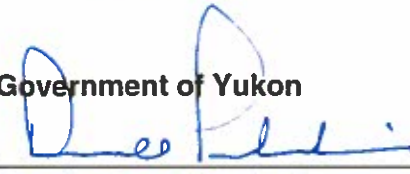
This Accord is signed on this 27 day of November, 2015.

Kwanlin Dün First Nation



Chief Doris Bill

Government of Yukon



Premier Darrell Pasloski