

KLUANE FIRST NATION-GOVERNMENT OF YUKON INTERGOVERNMENTAL ACCORD

Monday July 29, 2013



KLUANE FIRST NATION - GOVERNMENT OF YUKON
INTERGOVERNMENTAL ACCORD

("the Accord")

Dated for reference the 29th day of July, 2013.

Between:

Kluane First Nation as represented by the Chief

("KFN")

And

The Government of the Yukon as represented by the Premier

("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 and

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 KFN.
- b. This agreement is not intended to be legally binding.

3.0 Shared Interests and Priorities

3.1 The Parties agree to focus on the following matters:

3.1.1 Implementation of Kluane First Nation Final & Self-Government Agreements:

- a. Asi Keyi Park Management plans
- b. Pickhandle Lakes Habitat Protection Agreement

3.1.2 Capacity Development and Health:

- a. Accessibility to the full range of alcohol and drug services
- b. Engage in discussions regarding long term educational planning including Alternative Educational Learning
- c. Engage in discussions on the implications of local government and services agreements as contemplated in S 26 and S 27 of the Self-Government Agreement, including various models, process requirements and obligations
- d. Training in Financial Management

3.1.3 Land and Resource Management:

- a. Collaborating in sharing subsistence harvest information
- b. Collaborating in Chisana and Kluane Caribou management activities
- c. Collaborating on a joint Kluane/Duke moose strategy
- d. Establish a plan for development of YG lands in the community of Burwash Landing

4.0 Action Plans

- 4.1 The Parties agree to develop an action plan, within 60 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
Government of Yukon
Box 2703
Whitehorse, Yukon, Y1A 2C6

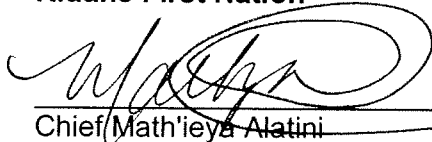
For KFN: Executive Director
Kluane First Nation
Box 20
Burwash Landing, Yukon, Y0B 1V0

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.

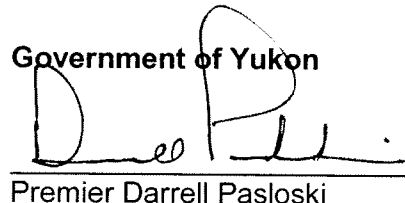
This Accord is signed on this 29th day of July, 2013.

Kluane First Nation



Chief Math'ieya Alatini

Government of Yukon



Premier Darrell Pasloski