

INTERGOVERNMENTAL RELATIONS ACCORD

Dated for reference the 26th day of June, 2009.

Between:

The First Nation of Na-Cho Nyäk Dun as represented by the Chief

(“FNNND”)

And

The Government of the Yukon as represented by the Premier

(the “Yukon”)

being the parties to this Accord (the “Parties”).

WHEREAS both governments desire to maintain and enhance an effective and respectful government-to-government working relationship building on existing processes while minimizing duplication;

WHEREAS the Yukon and FNNND share many interests and concerns;

WHEREAS both governments 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 both governments wish to work together to facilitate FNNND access to programs and services of the Yukon and Federal governments to develop regional capacity, infrastructure and programs; and

WHEREAS both governments enter into this administrative arrangement without prejudice to the negotiation of any assumptions of responsibility enabled by the FNNND Self Government Agreement.

NOW THEREFORE, the Parties agree to the following:

1.0 Name

- 1.1 The name of this Accord shall be the FNNND – Yukon Intergovernmental Relations Accord (“this Accord”).

2.0 Purpose

- 2.1 The Purpose of this Accord is to provide a framework for the Parties to jointly identify and resolve matters of mutual interest and priority in a timely manner to enhance the relationship between FNNND and the Yukon.

3.0 Annual Meetings and Mid-Year Reviews

- 3.1 There shall be an annual meeting (the "annual meeting") and a mid-year review of the Parties (the "meetings") to:
 - 3.1.1 facilitate information exchange;
 - 3.1.2 identify areas of mutual interest, and opportunities to address those matters;
 - 3.1.3 identify shared priorities and actions to achieve these priorities; and
 - 3.1.4 review progress on the agreed-upon activities to be undertaken between meetings.
- 3.2 Yukon shall be represented at the meetings by the Premier and FNNND shall be represented by the Chief.
- 3.3 Each Party may invite other elected officials and staff, including as appropriate, for the Yukon, deputy ministers, and for FNNND, directors to attend the meetings.
- 3.4 Prior to the meetings the Parties will mutually agree upon an agenda.
- 3.5 The meetings will be hosted in the FNNND Traditional Territory, unless otherwise agreed upon.
- 3.6 Following the annual meeting the Parties may amend, as required and mutually agreed, the list of shared priorities.
- 3.7 The Premier and the Chief may agree to meet on matters relating to this Accord from time to time. These meetings shall not replace the annual meeting.

4.0 Administrative Operation

- 4.1 Each Party shall name a senior official for the coordination of the administrative operation of this Accord.
- 4.2 Where the Parties agree to take action together on a shared priority, the Parties will identify departmental contacts who will be responsible for undertaking necessary action and managing the progress of the specific shared priority.

- 4.3 The Parties agree that there will be two scheduled meetings yearly at the staff level involving senior representatives of both Governments responsible for the departments and programs that are involved in the shared priorities.
- 4.4 One of these meetings shall be a mid-year review meeting to assess and follow-up on the direction provided by the annual meeting, including:
 - 4.4.1 facilitating information exchange;
 - 4.4.2 determining how the areas of mutual interest identified by the Parties will be addressed;
 - 4.4.3 assessing how the shared priorities and actions identified by the Chief and Premier have been addressed in relation to achieving the priorities; and
 - 4.4.4 reviewing progress on the agreed-upon activities to be undertaken between meetings.
- 4.5 The mid-year review meeting will be hosted in the FNNND Traditional Territory, unless otherwise agreed upon.
- 4.6 The second meeting shall be used to conduct whatever business the Parties deem necessary including consideration of the agenda for the next annual meeting.

5.0 Shared Priorities

- 5.1 Attached to this Accord as Appendix "A" is a list of shared priorities of the Parties. This list may be amended from time to time as required and mutually agreed by the Parties.
- 5.2 In the development of and amending of, the list of priorities and in the creation of work plans under this Accord, the Parties will be mindful of the budget cycles and timelines of each Party.

6.0 Work Plans

- 6.1 Where the Parties agree to take action together on a shared priority, the Parties will jointly develop a work plan to identify the manner in which the shared priorities shall be addressed in the fiscal year.
- 6.2 The work plans will be implemented through each Party's decision-making and approval processes.

7.0 Administrative Disputes

- 7.1 In the event that a misunderstanding or disagreement arises between department contacts referred to in 4.2 relating to a matter associated with a shared priority or administrative operations under this Accord, the matter will be referred to the senior officials of the Parties named under 4.1 to facilitate the resolution of the matter in concert with their respective departments or agencies.
- 7.2 In the event of lack of agreement being achieved by the senior officials the matter will be referred to the Premier and the Chief.

8.0 Communications

- 8.1 Unless otherwise agreed to by the parties, all correspondences, meetings and documents shall be considered confidential and not available to the public, unless disclosure is required by law.
- 8.2 Public communications or releases related to the work undertaken in relation to the shared priorities or this Accord will require agreement from both Parties prior to public distribution or release.

9.0 Amendment and Term

- 9.1 This Accord may be amended from time to time in writing by agreement of the Parties and shall remain in force until one or both of the Parties determines otherwise.

10.0 Notice

- 10.1 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.
- 10.2 All notices and communications in connection with this Accord will be addressed to:

For Yukon: Cheryl McLean, Director, First Nation Relations
Government of Yukon
Box 2703
Whitehorse, Yukon, Y1A 2C6

For FNNND: Art Hoogland, Inter-Governmental Affairs Manager
First Nation of Na-Cho Nyäk Dun
Box 220
Mayo, Yukon, Y0B 1M0

11.0 Cost of Administration

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

Signed this the 26th day of June, 2009.

First Nation Na-Cho Nyäk Dun

Simon Mervyn
Chief, Simon Mervyn

June 26 '09

Date
Cheryl M. Chean
Witness

Government of Yukon

Dennis Fentie
Premier, Dennis Fentie

June 26 '09

Date
Cheryl M. Chean
Witness

Appendix A

First Nation of Na-Cho Nyäk Dun – Yukon Intergovernmental Relations Accord

Shared Priorities for Fiscal Year 2009-2010

1. Health and Social Development

Establish a Health and Social Issues Working Group to:

- identify health and social needs in Mayo,
- identify what services exist and what gaps remain,
- identify opportunities for cooperative service delivery,
- guide the implementation of programs/services as may be agreed by the Parties,
- establish evaluation methods for community programs/services

2. Land and Resource Management

Pursue opportunities for collaboration in land and resource management.

Specifically identifying opportunities for:

- information sharing
- technical analysis
- inspections, monitoring and enforcement
- training

3. Training, Employment and Economic Capacity

Building on existing interdepartmental/intergovernmental processes, and minimizing duplication, FNNND and Yukon will work together to:

- review local and regional economic development plans, being cognizant of the intended Final Agreement Chapter 22 review (2010)
- develop capacity for corporate structures, governance systems, policies and industry partnership development that will enhance economic development
- identify programs and funding sources that may be available to support training, employment and economic initiatives
- identify economic opportunities that may result from negotiations with industry
- review the NND Traditional Territory Representative Public Service Plan 2002