

THIS AGREEMENT made in duplicate this 19th day of July, 1984.

BETWEEN:

THE GOVERNMENT OF YUKON
hereinafter called "Yukon",

THE PARTY OF THE FIRST PART

AND:

THE GOVERNMENT OF CANADA
hereinafter called "Canada",

THE PARTY OF THE SECOND PART.

WHEREAS Yukon requires an organization to provide forest fire control services for lands under its administration in the Territory, and

WHEREAS Canada currently has such an organization established and operating for lands under its administration in the Territory, and

WHEREAS Yukon and Canada consider it desirable that forest fire control services be provided uniformly throughout the Territory so as to maximize the protection from forest fires on lands within the Territory;

NOW THEREFORE THIS AGREEMENT WITNESS THAT, in consideration of the sum of One Dollar (\$1.00) paid by each of the parties hereto to the other of them, the receipt whereof of each of them is hereby acknowledged, the parties hereto agree as follows:

1. In this Agreement,
 - (a) "forest fire control services" means all activities related to or incidental to the prevention, detection, pre-suppression and suppression of forest fires; and
 - (b) "Yukon lands" means all lands within the Yukon the right to the beneficial use or to the proceeds of which is appropriated to the Yukon and subject to the control of the Commissioner in Council.
2. During the term of this Agreement, Canada shall provide forest fire control services for, to and on Yukon lands to the same extent as on adjacent lands, which are subject to the jurisdiction of Canada.
3. All costs and expenses of and incidental to the provision of forest fire control services by Canada shall be paid by Canada, and Yukon shall not be liable for any such costs and expenses.
4. All forest officers of Canada's Department of Indian Affairs and Northern Development and any other person authorized by Canada law may enter any Yukon lands at any time to carry out the purposes of this Agreement.

5.(1) Yukon agrees to indemnify and save harmless Canada and Canada's servants and agents from and against all claims, demands, costs, actions, courses of action, expenses whatsoever, that may be taken or made against them or any of them or incurred or become payable by them or any of them for any loss, damage or injury, including death, of any nature or kind whatsoever that may be occasioned by or result from any fire on the Yukon land; unless such loss, damage or injury has been caused by the negligence of Canada, Canada's servants or agents.

5.(2) Yukon agrees that Canada and Canada's servants and agents shall not be liable to the Yukon for any loss, damage or injury, including death, of any nature or kind whatsoever that may be occasioned by or may result from the doing of, or the failure to do, any act required by this Agreement; unless such loss, damage or injury has been caused by the negligence of Canada, Canada's servants or agents.

5.(3) Nothing in this Agreement and nothing done under this Agreement shall inhibit Canada from taking such action as Canada considers necessary to control and extinguish any fire on the Yukon land.

6.(1) This Agreement shall remain in effect from year to year until terminated by one party by giving at least 60 days written notice to the other, except that during the period May 1st to September 30th, inclusive, this Agreement may be terminated only by the mutual agreement of both parties.

6.(2) In the case of written notice to be given to Canada, such notice shall be addressed to the Director General, Yukon Region, Northern Affairs Program, 200 Range Road, Whitehorse, Yukon, Y1A 3V1, and in the case of written notice to be given to Yukon, such notice shall be addressed to the Deputy Minister, Department of Renewable Resources, Government of Yukon, P.O. Box 2703, Whitehorse, Yukon, Y1A 2C6.

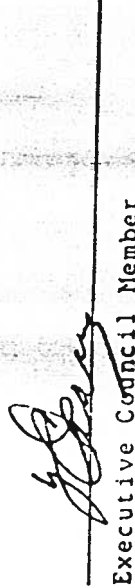
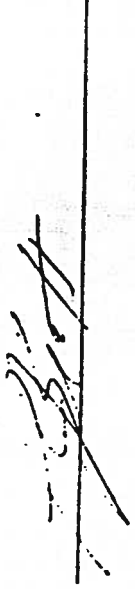
7. The Deputy Minister of the Department of Indian Affairs and Northern Development on behalf of Canada, and the Commissioner of Yukon on behalf of Yukon, and the Executive Council member responsible for the Department of Renewable Resources on behalf of the Government of Yukon may, pursuant to their mutual agreement and as evidenced by an exchange of letters, amend, add to, or delete any of the terms of this agreement and any such letter shall be attached to and shall form part of this agreement.

8. No member of the House of Commons or the Senate of Canada or their heirs or assigns shall be entitled to share or participate in any part, portion or share of this Agreement.

9. This Agreement shall not be in force, or bind any of the parties hereto until executed by all of the parties named herein.

IN WITNESS WHEREOF the Deputy Minister of the Department of Indian Affairs and Northern Development on behalf of Canada, and the Commissioner of Yukon and the Executive Council Member responsible for Renewable Resources on behalf of Yukon, have hereunto set their hands and seals respectively.

SIGNED, SEALED AND DELIVERED
by the Executive Council Member
responsible for the Department of
Renewable Resources on behalf of
Yukon in the presence of



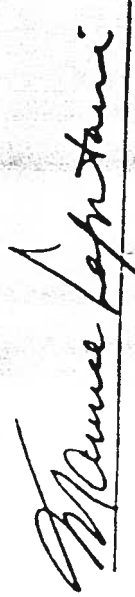
Executive Council Member
responsible for the Department
of Renewable Resources

SIGNED, SEALED AND DELIVERED
by the Commissioner of Yukon on
behalf of Yukon in the presence of



Commissioner of Yukon

SIGNED, SEALED AND DELIVERED
by the Deputy Minister of
Indian Affairs and Northern
Development on behalf of Canada
in the presence of



Deputy Minister of Indian
Affairs and Northern
Development

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