

Kluane First Nation



Final Agreement Implementation Plan

KLUANE FIRST NATION

FINAL AGREEMENT

IMPLEMENTATION PLAN

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KLUANE FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN

**KLUANE FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN**

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AMONG:

Her Majesty the Queen in right of Canada, as represented by the Minister of Indian Affairs and Northern Development (hereinafter called “Canada”);

AND:

The Kluane First Nation, as represented by its duly authorized representatives (hereinafter called the “KFN”);

AND:

The Government of Yukon, as represented by the Government Leader (hereinafter called “Yukon”);

(hereinafter called the “Parties”).

WHEREAS:

The Parties signed the Kluane First Nation Final Agreement (hereinafter called the “KFNFA”) on the 18th day of October, 2003;

chapter 28 of the KFNFA, among other things, provides for the completion and approval by the Parties of an implementation plan for the KFNFA (hereinafter called the “KFNFA Plan”); and

the representatives of the Parties have developed the KFNFA Plan, which identifies certain activities to be undertaken and certain payments to be made with respect to the implementation of the KFNFA;

NOW THEREFORE, the Parties agree as follows:

1.0 Interpretation of the KFNFA Plan

- 1.1 No provision of the KFNFA Plan shall be considered an amendment to, modification of, or derogation from the provisions of the KFNFA.
- 1.2 The KFNFA Plan shall be interpreted so as to promote the implementation of the provisions of the KFNFA and to avoid inconsistency or conflict with the provisions of the KFNFA.

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- 1.3 Where there is any inconsistency or conflict between the provisions of the KFNFA Plan and the provisions of the KFNFA, the provisions of the KFNFA shall prevail to the extent of the inconsistency or conflict.
- 1.4 Unless the context otherwise requires, capitalized words and phrases in the KFNFA Plan shall have the meanings assigned in the KFNFA.
- 1.5 The Umbrella Final Agreement Implementation Plan, as signed on the 29th day of May, 1993 by the Parties to the Umbrella Final Agreement, which identifies certain activities to be undertaken and certain payments to be made with respect to the implementation of the Umbrella Final Agreement, and the KFNFA Plan shall be read together.

2.0 Legal status of the KFNFA Plan

- 2.1 The KFNFA Plan shall be attached to but shall not form a part of the KFNFA.
- 2.2 The provisions of the KFNFA Plan contained in 2.2 and 4.1 to 4.6 and Annex F constitute a contract between the Parties. Pursuant to 28.4.8 of the KFNFA, the Parties expressly intend that the provisions of the remaining portions of the KFNFA Plan and the provisions of the KFNFA Plan contained in Annexes A, B, C, D, E and G do not constitute a contract between the Parties.
- 2.3 Subject to 2.2, the provisions of the KFNFA Plan represent the agreement of the Parties regarding the manner in which the provisions of the KFNFA will be implemented, and are not intended to create legal obligations.

3.0 Contents of the KFNFA Plan

- 3.1 The KFNFA Plan consists of the provisions contained herein, and the documents set out below:
 - 3.1.1 Annex A: “Activity Sheets” describing specific activities, projects and measures for implementation of the KFNFA;
 - 3.1.2 Annex B: Arrangements in respect of the:
 - Regional Land Use Planning Commission;
 - Dän Keyi Renewable Resources Council;
 - Settlement Land Committee;
 - Kluane National Park Management Board;
 - 3.1.3 Annex C: An information strategy;
 - 3.1.4 Annex D: Economic Planning;
 - 3.1.5 Annex E: Co-ordination of KFNFA and Kluane First Nation Self-Government Agreement (hereinafter called the “KFNSGA”) implementation;

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- 3.1.6 Annex F: Reporting Requirements for the Economic Development Strategic Investment Fund; and
- 3.1.7 Annex G: Communication Among Parties.

4.0 Implementation Funding

- 4.1 Subject to any amendment of the KFNFA Plan by the Parties, Canada shall make financial payments to the KFN for the implementation of the KFNFA as follows:
 - 4.1.1 **\$ 228,079** (2002 constant dollars) per annum for on-going implementation activities;
 - 4.1.2 **\$ 553,907** (2002 constant dollars) for one-time implementation projects and activities;
 - 4.1.3 **\$ 40,276** (2002 constant dollars) for participation by the KFN on the Settlement Land Committee;
- 4.2 The payments referred to in 4.1.1, 4.1.2 and 4.1.3 above shall be escalated from 2002 constant dollars to their Initial-Year Value using the Annual Price Adjustor as defined in Annex A, 1.0 of the Kluane First Nation Self-Government Financial Transfer Agreement (hereinafter called the “KFNSGFTA”) dated the 18th day of October, 2003.
- 4.3 The payment referred to in 4.1.1 above shall be made in accordance with the provisions of the KFNSGFTA and shall be escalated from its Initial-Year Value using the Annual Price Adjustor as defined in Annex A, 1.0 of the KFNSGFTA.
- 4.4 The payments referred to in 4.1.2 and 4.1.3 above shall be made as a lump sum payment and as an unconditional grant as soon as practicable after the KFNFA becomes effective, not subject to the Cash Management Policy of the Government of Canada.
- 4.5 The payment of the amounts set out in 4.1.1, 4.1.2 and 4.1.3 above, or any amended amount required to be paid, represents the fulfilment of Canada’s obligation to provide funding to the KFN for the period of time identified in the KFNSGFTA.
- 4.6 Subject to any amendment of the KFNFA Plan by the Parties, the Yukon shall pay **\$84,577** (2002 constant dollars) per annum to the Dän Keyi Renewable Resources Council established pursuant to 16.6.0 of the KFNFA. This payment will be subject to annual adjustments in the manner described in Part 6 of Schedule 1 of the Umbrella Final Agreement Implementation Plan.
- 4.7 Subject to any amendment of the KFNFA Plan by the Parties, the payment by Canada to the Yukon of the amount described in 4.6, or any amended amount required to be paid, represents the fulfilment of Canada’s obligation to provide funding to the Dän Keyi Renewable Resources Council for the first ten year period, pursuant to 16.6.7 of the KFNFA.

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- 4.8 The Yukon, following consultation with the KFN, shall establish funding arrangements with the Dän Keyi Renewable Resources Council. The funding arrangements shall specify the manner and timing of payments and may provide a schedule of payments within any one fiscal year.
- 4.9 Subject to any amendment of the KFNFA Plan by the Parties, Canada shall pay \$ 20,000 (2002 constant dollars) per annum to the Kluane National Park Management Board established pursuant to Chapter 10 Schedule C, 6.0 of the KFNFA. This payment is in addition to the funding provided to the Kluane National Park Management Board in the paragraph 15 of the Champagne and Aishihik First Nations Final Agreement Plan, and will be subject to annual adjustments in the manner described in Part 6 of Schedule 1 of the Umbrella Final Agreement Implementation Plan.
- 4.10 Subject to any amendment of the KFNFA Plan by the Parties, the payment by Canada to the Kluane National Park Management Board of the amount described in paragraph 4.9, or any amended amount required to be paid, represents the fulfilment of Canada's obligation to provide funding to the Kluane National Park Management Board for the first ten year period, pursuant to 2.12.2.8 of the KFNFA.
- 4.11 Canada, following consultation with the KFN, shall establish funding arrangements with the Kluane National Park Management Board. The funding arrangements shall specify the manner and timing of payments and may provide a schedule of payments within any one fiscal year.
- 4.12 The Dän Keyi Renewable Resources Council and the Kluane National Park Management Board shall each be provided the degree of flexibility within their funding arrangements to allocate, re-allocate and manage funds within their approved budgets in a manner similar to that generally accorded to comparable agencies of government.
- 4.13 The KFN shall provide an amount of up to \$ 40,276 (2002 constant dollars) for its participation on the Settlement Land Committee established pursuant to 15.3.0 of the KFNFA.
- 4.14 Notwithstanding the provisions of 4.1.3 above, Government may enter into agreements with the KFN to provide funding for any projects, activities and responsibilities to be undertaken by the Settlement Land Committee, in addition to the projects, activities and responsibilities described in the KFNFA. Notwithstanding the provisions of 4.6 and 4.9 above, Government may enter into agreements with the Dän Keyi Renewable Resources Council and the Kluane National Park Management Board to provide funding for any projects, activities and responsibilities to be undertaken by the Dän Keyi Renewable Resources Council or the Kluane National Park Management Board in addition to the projects, activities and responsibilities reflected in an annual budget approved by Government pursuant to KFNFA 2.12.2.8.

5.0 Implementation Plan Monitoring

- 5.1 Within 30 days after the Effective Date of the KFNFA, each of the Parties shall appoint a representative to act on its behalf, who shall use best efforts to resolve any issue which may arise in relation to the implementation of the KFNFA Plan.

6.0 Implementation Plan Review

6.1 Unless the Parties otherwise agree, they shall complete a review of the KFNFA Plan to determine the adequacy of the provisions of the KFNFA Plan and of the implementation funding provided under the KFNFA Plan,

6.1.1 in fiscal year 2011-2012; and

6.1.2 thereafter, as the Parties may agree.

6.2 The Parties shall make best efforts to complete a review pursuant to 6.1 by the first day of July in the fiscal year prior to the year in which the recommendations of the review will be implemented.

7.0 Amendment

7.1 The Parties, by agreement, may amend the KFNFA Plan at any time, and any amendment to the KFNFA Plan shall be made in writing by the Parties.

7.2 The Parties shall consider whether to amend the KFNFA Plan as a result of any recommendation from representatives of the Parties or any recommendations arising from a review conducted pursuant to 6.1. Financial resources provided pursuant to an amendment of the KFNFA Plan shall be provided in the manner described in the amended KFNFA Plan.

8.0 Effective Date of the KFNFA Plan

8.1 The KFNFA Plan shall take effect as of the Effective Date of the KFNFA.

9.0 Signing of the KFNFA Plan

9.1 The KFNFA Plan may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document, and the date of the KFNFA Plan shall be deemed to be the date on which the last party signs.

KLUANE FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN

SIGNED at Burwash Landing, the 18th day of October, 2003.

The Kluane First Nation:

Witnesses:



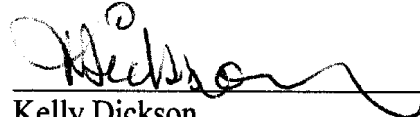
Robert Dickson
Chief



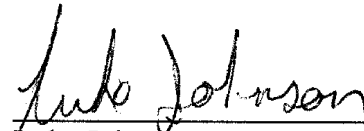
Robin Bradasch



Grace Cohoe



Kelly Dickson



Luke Johnson

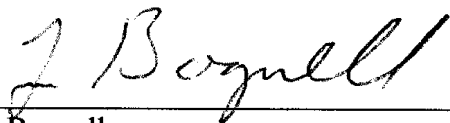
SIGNED at Burwash Landing, the 18th day of October, 2003.

**Her Majesty the Queen in right
of Canada:**

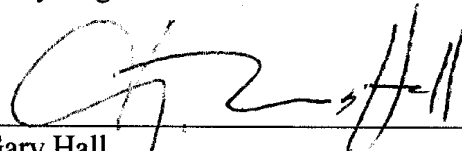
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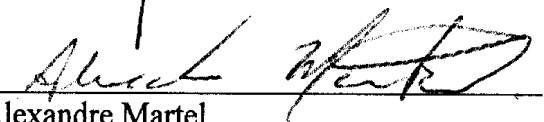
The Honourable Robert D. Nault
Minister of Indian Affairs
and Northern Development



Larry Bagnell



Gary Hall



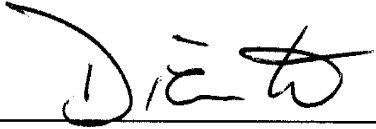
Alexandre Martel

KLUANE FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN

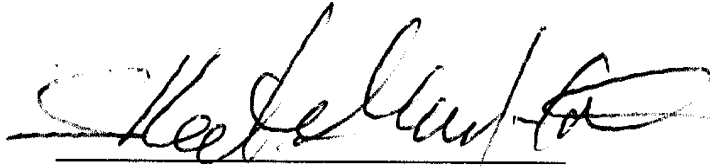
SIGNED at Burwash Landing, the 18th day of October, 2003.

The Government of Yukon:

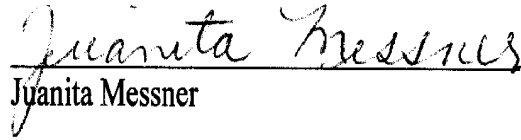
Witnesses:



The Honourable Dennis Fentie
Government Leader of Yukon

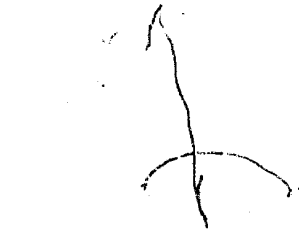


Skeeter Miller-Wright



Juanita Messner

Kluane First Nation Elder's Council Witnesses


 this mark was made by Jessie
 Richard Dickson Elder Councilor
 Lena Johnson
 Dorothy Johnson
 Agnes Johnson
 Klara Martin
 Grace M Johnson
 Peter Johnson
 Mark Jaynes
 Kent Johnson
 Joseph Johnson
 Josephine Pir
 Dennis Dickson
 Alexander R Dickson
 Brudy Mary E. Joe MacLeod
 Grace Chambers
 Mrs. Breucier

KLUANE FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN

ACRONYMS

The following acronyms are used in the Annexes of this Plan:

CYI	-	Council for Yukon Indians
DIAND-		Department of Indian Affairs and Northern Development
DFO	-	Department of Fisheries and Oceans
DKRRC	-	Dän Keyi Renewable Resources Council
DND	-	Department of National Defence
FWMB	-	Fish and Wildlife Management Board
KFN	-	Kluane First Nation
KFNFA	-	Kluane First Nation Final Agreement
KFNCSGA	-	Kluane First Nation Self-Government Agreement
LTO	-	Land Titles Office or any successor
NRCan	-	Natural Resources Canada
RLUPC	-	Regional Land Use Planning Commission
SLC	-	Settlement Land Committee
SSC	-	Salmon Sub-Committee
WRFN	-	White River First Nation
WRRRC	-	White River Renewable Resources Council
UFA	-	Umbrella Final Agreement
YDAB	-	Yukon Development Assessment Board
YFN	-	Yukon First Nation
YFNFA	-	Yukon First Nation Final Agreement
YGPNB	-	Yukon Geographical Place Names Board
YHRB	-	Yukon Heritage Resources Board