

Intergovernmental Agreement

Between Teslin Tlingit Council and the Government of Yukon

Friday, January 12, 2018 in Teslin, Yukon

Teslin Tlingit Council



**INTERGOVERNMENTAL AGREEMENT
("Agreement")**

THIS AGREEMENT being entered into as of January 12, 2018.

BETWEEN:

TESLIN TLINGIT COUNCIL ("TTC")

AND:

THE GOVERNMENT OF THE YUKON ("Yukon")

being the "Parties" hereto;

WHEREAS the Parties desire to maintain and enhance an effective and respectful working relationship;

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; and

WHEREAS the Yukon Government recognizes TTC as a new order of government with authority and control on their lands and within its Traditional Territory.

1.0 Interpretation

1.1 In this Agreement:

“Principals” means the Chief of TTC and the Premier of the Yukon Territory.

“Senior Officials” means the person or persons identified by the Principals as having authority to represent that Party and to be responsible for undertaking necessary action and managing the progress of the shared interests and priorities set out in section 4.1.

“Sustainable Development” has the meaning described in the TTC Final Agreement.

“TTC Final Agreement” means the Final Agreement between TTC, Yukon and Her Majesty the Queen in Right of Canada;

“TTC SGA” means the Self Government Agreement between TTC, Yukon and Her Majesty the Queen in Right of Canada;

2.0 Purpose

2.1 The Purpose of this Agreement is to set out the intentions of the Parties to work together and establish government-to-government collaboration and reconciliation.

2.2 This agreement identifies matters of mutual interest and priority and sets out a plan to address these matters in a timely manner.

2.3 This Agreement is intended to help meet the obligations and realize the spirit and intent of the TTC Final (FA) and Self-Government Agreements (SGA) and recognize they are instruments for collaborative nation building.

2.4 This Agreement is intended to assist TTC’s and Yukon’s success in facilitating economic, social, cultural and development decisions while ensuring that TTC’s aboriginal and treaty rights and titles remain meaningful over time based on Sustainable Development.

3.0 General

3.1 This Agreement does not define or create rights and shall not limit or otherwise affect any aboriginal or treaty rights or obligations.

3.2 This Agreement does not and shall not limit or otherwise affect or in any way supersede or amend the TTC FA, the TTC SGA and any past or current agreements between the parties unless specifically and explicitly stated herein.

3.3 Nothing in this Agreement shall limit any Yukon obligation to consult with TTC under common law, the TTC FA or the TTC SGA, or otherwise.

- 3.4 Unless otherwise provided herein, nothing in this Agreement shall create any new consultation obligation for Yukon.
- 3.5 For greater certainty the Parties acknowledge and agree that the review provided for under the TTC Final Agreement Section 22.9.1 has not been completed and remains an ongoing obligation of Yukon and the Government of Canada.
- 3.6 Nothing in this Agreement derogates from any residual fiduciary or other responsibilities of Canada or Yukon to TTC and/or TTC Citizens.

4.0 Shared Interests and Priorities

- 4.1 The Parties agree that the following topics are non-exhaustive list of current priorities which may be amended from time to time by the Principals or Senior Officials:
- Subdivision Development
 - Forestry
 - Education
 - Health and Social Services
 - Fish & Wildlife
 - Economic Development
 - Infrastructure
 - Tourism
 - Land Exchanges

5.0 Implementation of the Agreement

- 5.1 Within 45 days of the signing of this Agreement, the Principals or Senior Officials will each designate a person to be responsible for undertaking necessary action and managing the progress of the shared interests and priorities set out in section 4.1 of this Agreement, including reporting progress and issues that may arise, to the Principals and Senior Officials.
- 5.2 Senior Officials shall meet as required to review progress and address any issues that may arise.
- 5.3 The Principals shall meet at least once per year to discuss action taken pursuant to this Agreement and will meet regarding other issues as they agree. The Premier and Cabinet members, as required, will meet with TTC Chief and

Executive Council in Teslin to discuss this Agreement and its implementation as well as any amendments.

6.0 Communications

- 6.1 The Parties acknowledge and agree that communications or press releases related to the Agreement and its implementation will be jointly developed and released by the Parties.

7.0 Amendment & Termination

- 7.1 This Agreement may be amended from time to time in writing by agreement of the Parties.
- 7.2 If notice of intent to terminate is issued by either Party, the Parties will make reasonable and good faith efforts to resolve any disputes that have caused the notice of termination to be given.

8.0 Notice

- 8.1 Any notice required to be given under this Agreement shall be made in writing and is effective if delivered in person, sent by facsimile or mail or other electronic means, including via PDF.
- 8.2 All notices and communications in connection with this Agreement will be addressed to:

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

For TTC: Executive Director, Executive Council Office
Teslin Tlingit Council
Box 133
Teslin, Yukon, Y0A 1B0

9.0 Cost of Administration

- 9.1 The Parties shall be responsible for their own costs incurred in association with the administration and implementation of this Agreement. The Parties may agree to particular cost arrangements to address specific priorities.

10.0 Execution and Delivery

- 10.1 This Agreement may be executed and delivered in counterparts, including by facsimile transmission or other electronic means, including via PDF, each of which when so executed and delivered will be deemed to be original and such counterparts together will be one and the same instrument.

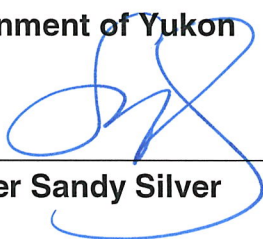
This Agreement dated January 12, 2018:

Teslin Tlingit Council



Naa Sháade Háni Sidney

Government of Yukon



Premier Sandy Silver