

**Carcross/Tagish First Nation Programs and Services Transfer Agreement
Respecting Mines and Minerals Administration, Forest and Land Management of the
Government of Yukon**

The negotiators for the parties have concluded the negotiation of the Carcross/Tagish First Nation Programs and Services Transfer Agreement Respecting Mines and Minerals Administration, Forest and Land Management of the Government of Yukon, and intend to recommend the Agreement to their principals for approval. The Agreement is identified on each page by the footer "INITIALLED October 30, 2003".

Dated October 30, 2003 at Carcross, Yukon.

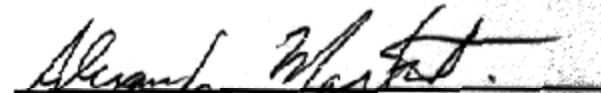


Mark Wedge
Chief Negotiator
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(BMS)



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**The Carcross/Tagish First Nation
Program and Services Transfer Agreement
Respecting
Mines and Minerals Administration,
Forest and Land Management
(the "Agreement")**

THIS AGREEMENT made as of the ____ day of _____, 2003

BETWEEN:

The Government of Yukon, represented herein by the Government Leader (hereinafter called "the Yukon")

AND:

The Government of Canada, represented herein by the Minister of Indian Affairs and Northern Development (hereinafter called "Canada")

AND:

The Carcross/Tagish First Nation, represented herein by the [_____] of the Carcross/Tagish First Nation (hereinafter called the "First Nation")

being collectively the parties (the "Parties") to this Agreement.

WHEREAS:

The First Nation, Yukon and Canada entered into the Carcross/Tagish First Nation Self-Government Agreement on [date];

The Carcross/Tagish First Nation Self-Government Agreement provides in section 16.1 that Canada and the First Nation shall negotiate a self-government financial transfer agreement, and Canada and the First Nation have entered into the Carcross/Tagish First Nation Self-Government Financial Transfer Agreement on [date];

The Carcross/Tagish First Nation Self-Government Agreement provides in section 17.1 that Government and the First Nation shall negotiate the assumption of responsibility for the management, administration and delivery of programs and services within the jurisdiction of the First Nation, in accordance with priorities identified by the First Nation;

The First Nation, Yukon and Canada wish to provide for the assumption of responsibility for the management, administration and delivery by the First Nation of programs and services identified and described in this Agreement at Appendix A, which forms part of this Agreement, as of the effective date of the First Nation Self-Government Financial Transfer Agreement;

The First Nation, Canada and Yukon have authorized their representatives to sign this Agreement.

NOW THEREFORE, in consideration of the terms, exchange of promises, conditions, and provisos set out herein, the Parties agree as follows:

1.0 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following definitions shall apply:

“Accessed Programs and Services” has the meaning assigned to it in the SGFTA;

“Annual Adjustors” has the meaning assigned to it in Annex A of the SGFTA;

“Annual Price Adjustor” has the meaning assigned to it in Annex A of the SGFTA;

“Base Funding” has the meaning assigned to it in Annex A of the SGFTA;

“Citizen” has the meaning assigned to it in the SGA;

“DTA” means the Yukon Northern Affairs Program Devolution Transfer Agreement in respect of the devolution of Canada’s Northern Affairs Program to Yukon, dated October 29th, 2001;

“Final Agreement” means the Carcross/Tagish First Nation Final Agreement among the First Nation, Canada, and Yukon [**date**];

“Fire Pre-Suppression” means all fire management activities in advance of fire occurrence concerned with organization, training and management of a fire fighting force and the procurement, maintenance and inspection of improvements, equipment and supplies to ensure effective Fire Suppression;

“Fire Suppression” means all activities concerned with controlling and extinguishing a wildfire following its detection;

“First Nation Firm” has the meaning assigned to in the Carcross/Tagish First Nation Final Agreement;

“Fiscal Year” has the meaning assigned to it in the SGFTA;

“Former Northern Affairs Program” means the programs, services and activities of the Northern Affairs Program, Yukon Region, as of April 1, 1999. The program descriptors provided by Canada to Yukon, which provided them to the First Nation in February 1997 for the purposes of due diligence in relation to a DTA, may be used to interpret or define such programs, services and activities;

“GEB” has the same meaning assigned to it in the Yukon Northern Affairs Program Devolution Transfer Agreement in respect of the devolution of Canada’s Northern Affairs Program to Yukon, dated October 29th, 2001;

“Initial Value” has the meaning assigned to it in Annex A of the SGFTA;

“On-Going Funding” has the meaning assigned to it in Annex A of the SGFTA;

“Programs and Services Transfer Agreement” has the meaning assigned to it in the SGFTA;

“Settlement Land” has the meaning assigned to it in the Final Agreement;

“SGA” means the Carcross/Tagish First Nation Self-Government Agreement [**date**];

“SGFTA” means the Self-Government Financial Transfer Agreement, [**date**] between the First Nation and Canada;

“Source Agreement” has the meaning assigned to it in Annex A of the SGFTA;

“Source Agreement Value” has the meaning assigned to it in Annex A of the SGFTA;

“Yukon Accessed Programs and Services” has the meaning assigned in the SGFTA.

1.2 Where there is any inconsistency or conflict between the provisions of this Agreement and the provisions of the SGA, the provisions of the SGA shall prevail to the extent of the inconsistency or conflict.

1.3 This Agreement shall be interpreted according to the *Interpretation Act (Canada)* with such modifications as the circumstances require.

1.4 Any reference in this Agreement to an Act or a provision of an Act includes that Act or provision and any regulations made thereunder as amended from time to time.

2.0 GENERAL

2.1 This Agreement is a Source Agreement and a Programs and Services Transfer Agreement.

2.2 This Agreement shall not affect:

2.2.1 the responsibility of any Party for any program or service which is not an Accessed Program or Service;

2.2.2 subject to 2.5.2 of Appendix A, the ability of the First Nation to assume responsibility, in accordance with section 17.0 of the SGA, for any program or service which is not an Accessed Program or Service;

2.2.3 the ability of a Citizen of the First Nation to access any program or service of Yukon or Canada which is not an Accessed Program or Service.

3.0 YUKON ACCESSED PROGRAMS AND SERVICES

3.1 The First Nation shall assume all responsibility, in relation to its Settlement Land, for the management, administration and delivery of the Yukon Accessed Programs and Services as identified and described in Appendix A.

4.0 SOURCE AGREEMENT VALUES

Direct Costs

4.1 The following amounts are the Source Agreement Values to be added to the Base Funding provided by Canada as On-Going funding to the First Nation in respect of direct costs for the Yukon Accessed Programs and Services as identified and described in Appendix A:

4.1.1 the sum of **\$73,676** (2002 constant dollars);

4.1.2 the sum of **\$44,205** (2002 constant dollars); and,

4.1.3 the sum of **\$228,394** (2002 constant dollars).

Indirect Costs

4.2 The sums set out in 4.1 include an allowance in respect of indirect costs, in recognition of the financial resources required for operations, maintenance, salaries and benefits in relation to the Yukon Accessed Programs and Services as identified and described in Appendix A, which includes headquarters support provided to the Former Northern Affairs Program that is associated with the Yukon Accessed Programs and Services as identified and described in Appendix A.

Amounts Incorporated in SGFTA

4.3 In accordance with 5.1 of the SGFTA and 3.2 of Annex A of the SGFTA, Table 1 of the SGFTA shall incorporate the amounts specified in 4.1 of this Agreement.

5.0 ANNUAL ADJUSTORS

5.1 The Annual Price Adjustor shall be applied to the Source Agreement Values set out in 4.1 to determine their respective Initial Values for the first Fiscal Year of the SGFTA, and the Annual Price Adjustor will be applied to those Initial Values for each Fiscal Year of the SGFTA thereafter.

6.0 OTHER MEASURES

6.1 In addition to the amounts specified in 4.1 of this Agreement, Canada shall pay to the First Nation at the time the first instalment under the SGFTA is paid:

6.1.1 the sum of **\$103,145** (2002 constant dollars), to address one-time and transitional costs associated with the assumption of responsibility for the Yukon Accessed Programs and Services identified and described in Appendix A.

6.2 Additional other measures applicable to the Yukon Accessed Programs and Services as identified and described in Appendix A are set out in the Appendix.

7.0 IMPLEMENTATION

7.1 An implementation plan shall not be prepared for or included in this Agreement. Training matters applicable to the Yukon Accessed Programs and Services as

identified and described in Appendix A are set out in 2.2 of that Appendix.

8.0 INDEMNIFICATION

- 8.1 The First Nation shall save harmless and fully indemnify Yukon, its officers, ministers, employees, servants and agents, successors and assigns from and against all claims, liabilities and demands arising directly or indirectly from:
- 8.1.1 any act, omission, or negligence of the First Nation arising in connection with this Agreement;
 - 8.1.2 any breach of this Agreement by the First Nation unless such breach is a direct result of a breach by Canada or Yukon of its obligations under this Agreement; and
 - 8.1.3 any injury, including death to persons, damage or loss to property, infringement of rights, or any claims, demands or liabilities whatsoever that may arise directly or indirectly out of the performance or non-performance, in whole or in part, of the First Nation ' s obligations under this Agreement;

and such indemnification shall survive the termination or expiration of this Agreement.

9.0 CANADA AND YUKON FUNDING ARRANGEMENTS

- 9.1 Canada and the Yukon agree that the On-Going Funding referred to in 4.1.1 and 4.1.2 shall be withdrawn from the GEB pursuant to 7.4 of the DTA and shall be deemed to be the contribution of the Yukon in accordance with section 18 of the Carcross/Tagish First Nation SGA in respect of Yukon Accessed Programs and Services as identified and described in Appendix A.

10.0 TERM OF THIS AGREEMENT

- 10.1 This Agreement shall come into effect on the effective date of the SGFTA and shall continue in effect until the SGFTA expires according to its terms.

11.0 REVIEW AND AMENDMENT

- 11.1 The transfer of responsibility and resources for the Yukon Accessed Programs and Services as identified and described in Appendix A shall be included in the reviews described in 6.6 of the SGA and in 14.0 of the SGFTA, of which the Yukon shall be a participant.
- 11.2 This Agreement may be amended at any time by agreement of the Parties in writing executed by their duly authorized representatives.

12.0 SIGNING

- 12.1 This Agreement 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 this Agreement shall be deemed to be the date on which the last Party signs.

This Agreement has been executed on behalf of Carcross/Tagish First Nation, Yukon and Canada by their duly authorized representatives.

SIGNED at _____, Yukon, the ____ day of _____, 2003.

Carcross/Tagish First Nation:

(Chief)

Witness

SIGNED at _____, Yukon, the ____ day of _____, 2003.

Her Majesty the Queen in Right of Canada:

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

Witness

SIGNED at _____, Yukon, the ____ day of _____, 2003.

Government of Yukon

Dennis Fentie
Government Leader
Yukon

Witness

APPENDIX A

Mines and Minerals Administration, Forest and Land Management

1.0 IDENTIFICATION AND DESCRIPTION

- 1.1 The following programs and services of the Former Northern Affairs Program are those for which responsibility for management, administration and delivery is assumed by the First Nation pursuant to this Agreement:

1.1.1 Mines and Minerals Administration

Preparation, approval and implementation of resource legislation, regulations and policies, issuance and administration of rights, interests and authorizations, maintenance of registries, inspections, monitoring and enforcement of compliance, levying fees and royalties and collecting revenues; in respect of Category A Settlement Land Minerals other than oil and gas, and in respect of Category B Settlement Land Specified Substances;

1.1.2 Forest Management

Preparation, approval and implementation of resource legislation, regulations and policies, and inventory and management of forests, forest management planning, forest renewal (silviculture), timber allocation, issuance and administration of rights and authorizations, maintenance of registries, inspections, monitoring and enforcement of compliance, levying fees and royalties and collecting revenues; in respect of Settlement Land Forest Resources;

1.1.3 Land Management

Preparation, approval and implementation of land use and environmental protection legislation, issuance and administration of rights, interests and authorizations, maintenance of registries, development of environmental protection strategies, inspection, monitoring and enforcement of compliance, levying fees and rents and collecting revenues; in respect of First Nation Settlement Land.

- 1.2 For greater certainty, the responsibilities assumed by the First Nation under 1.1 include responsibility for matters which are:

- 1.2.1 in relation to projects on First Nation Settlement Land which could have arisen under the EARP Guidelines Order or the *Canadian Environmental Assessment Act*, if the land involved were Crown Land, and which would have been addressed within the mandate of the Former Northern Affairs Program;

- 1.2.2 in relation to projects on First Nation Settlement Land which could have arisen under the *Environmental Assessment Act (Yukon)*, if the land involved were under the administration and control of Yukon, and which would have been addressed within the mandate of the Yukon as that mandate stood on April 1, 2003;
- 1.2.3 within Corporate Services and Executive Services of the Former Northern Affairs Program, Yukon Region.
- 1.3 For greater certainty, the responsibilities assumed by the First Nation under 1.1 do not include:
 - 1.3.1 the responsibilities of a Minister of Yukon or Canada, under the Final Agreement, the SGA or a Transboundary Agreement to which the First Nation is a party, including Final Agreement implementation responsibilities in relation to Encumbering Rights;
 - 1.3.2 the responsibilities of Yukon or Canada under laws of general application, including responsibility for environmental assessments, other than the responsibilities described in 1.1 and 1.2;
 - 1.3.3 the responsibilities of Yukon or Canada under the DTA for the identification and remediation of hazardous wastes and sites, including mines and mining claims within First Nation Settlement Land;
 - 1.3.4 the following programs, services and activities within the Former Northern Affairs Program, the administration and control of which were transferred to Yukon under the DTA:
 - a) the Water Resources Branch of the Renewable Resources Directorate;
 - b) the Environment Directorate;
 - c) the Exploration and Geological Services Division;
 - d) the Mineral Development Program; and
 - e) the Forest Protection Program.
 - 1.3.5 the following programs, services and activities within the Former Northern Affairs Program, the administration and control of which were not transferred to Yukon under the DTA:
 - a) the Development Assessment Process Directorate; and,
 - b) the Waste Management Program and the Northern Contaminants Program.
 - 1.3.6 forest fire contingency resources and arrangements accessible by or available under Yukon Accessed Programs and Services;
 - 1.3.7 the protection of forest resources from insects and diseases;

- 1.3.8 the assessment of a Project, or any other assessment, under legislation enacted pursuant to Chapter 12 of the Final Agreement, other than First Nation participation in the screening of a Project by a Designated Office in relation to matters within the program mandate of the Accessed Programs and Services;
- 1.3.9 the authorization, monitoring, inspection or enforcement which may be required in respect of a Project or an Existing Project pursuant to a Decision Document under legislation enacted pursuant to Chapter 12 of the Final Agreement, which is additional to the matters described in 1.2;
- 1.3.10 grants in lieu of taxes;
- 1.3.11 support for the Porcupine Caribou Management Board, the Yukon Territory Water Board and any other federal or territorial board, agency or tribunal; and
- 1.3.12 initiatives in land and resource management that are not a part of the established programs of the Yukon Accessed Programs and Services identified and described in Appendix A, including the Band Resource Officer and the Project Management Team initiatives.

2.0 OTHER MEASURES

Mechanisms for Co-operation and Co-ordination

- 2.1 The Yukon and the First Nation acknowledge that mechanisms for co-operation and co-ordination among the First Nation and Yukon to ensure effective and efficient delivery of land and resource programs and services, and for the negotiation of basic common standards in land and resource programs and services remain to be determined.
- 2.2 The Yukon and the First Nation shall jointly develop a plan to determine the mechanisms which they agree are required under 2.1 and to address training requirements which arise from this Appendix A.
 - 2.2.1 Nothing in 2.2 is intended to impose an obligation on Yukon to provide additional financial resources to the First Nation.

Surplus Assets

- 2.3 The Yukon and the First Nation accept the principle that assets of the Former Northern Affairs Program which are devolved to and surplus to the Yukon's requirements under the DTA, or declared by it to be of no interest to it, should be accessible to and available for transfer to the First Nation and other Yukon First Nations which have a programs and services agreement similar to this Agreement in effect from time to time, on preferred terms.

- 2.3.1 The Yukon and the First Nation shall work jointly with the other Yukon First Nations which have a programs and services agreement similar to this Agreement in effect from time to time to determine, at the earliest practical date, the best means by which the principle set out in 2.3 can be applied, and to implement those means, and shall consider such amendments to this Appendix B as may be required to give effect to those results.
- 2.4 The provisions of 2.3 are in addition to any opportunity or right of the First Nation to acquire real property or moveable assets under the terms of the DTA.

Forest Fire Management

- 2.5 Yukon shall, unless otherwise agreed between the Yukon and the First Nation, continue to provide forest fire management in respect of First Nation Settlement Land after the fifth anniversary of the effective date of the Final Agreement, which for greater certainty includes Fire Pre-Suppression and Fire Suppression pursuant to the terms of DTA provision 5.8 and shall be carried out in accordance with territorial policies and practices for forest fire management in the Yukon Territory and within the financial and other resources available to the Yukon, from time to time for those purposes;
- 2.5.1 Unless otherwise agreed between the Yukon and the First Nation, the provisions of 2.5 shall apply in accordance with territorial policy, priorities and practices in place as of April 1, 2003, as those may be modified in accordance with current and future policy reviews in which the First Nation is a participant in accordance with the terms of DTA provision 5.9.
- 2.5.2 Provided that the First Nation is satisfied that the forest fire management policy and priorities, the financial and other resources available for forest fire management, and the performance of forest fire management provide adequate protection for First Nation interests, the First Nation shall not give notice under 17.0 of the SGA prior to the fifth anniversary of the effective date of the Final Agreement that it wishes to assume responsibility for forest fire management on First Nation Settlement Land.
- 2.5.3 At the request of the First Nation after a fire season, and in coordination with such annual fire season review as Yukon may undertake, the First Nation and Yukon shall jointly review the protection of First Nation interests achieved by the performance of forest fire management in that season.
- 2.5.4 The provisions of 2.5 of this Appendix A shall continue in effect, notwithstanding the absence of an SGFTA, unless otherwise agreed in writing by the Yukon and the First Nation.
- 2.6 Yukon and the First Nation shall negotiate a contract (the 'Contract') before the first fire season after the effective date of this Agreement, or as soon as practicable thereafter, for the provision by the First Nation or a First Nation Firm to Yukon of forest fire management services in respect of First Nation Settlement

Land, the First Nation Traditional Territory, as defined in the Final Agreement, and any other geographic area which the First Nation and Yukon agree.

- 2.6.1 The Contract shall be for a term of five years, and shall contain such other terms as may be agreed, with provision for renewal in accordance with the results of a joint review of service and performance requirements in the fifth year.
 - 2.6.2 Yukon shall provide under the Contract the sum of at least \$100,000 per year, in current year dollars, for forest fire management services. The Contract may also include additional terms of payment as agreed to by Yukon and the First Nation or the First Nation Firm.
 - 2.6.3 Canada shall provide the sum of \$100,000 in current year dollars to support one-time costs, including the purchase of capital equipment required for provision of the services.
 - 2.6.4 At the request of the First Nation, Yukon shall enter into the negotiation of contractual arrangements with the First Nation or a First Nation Firm for the provision of other forest fire management services, in addition to the Contract described in 2.6.
 - 2.6.5 The failure of the Yukon and the First Nation to enter into contractual arrangements described in 2.6.4 shall not affect the rights or obligations of the Yukon or of the First Nation under this Agreement.
- 2.7 None of the following shall constitute a breach of this Agreement for the purposes of 9.0 of the SGFTA, or affect the other rights or obligations of the Parties under this Agreement:
- 2.7.1 a failure of the parties to enter into the Contract as contemplated by 2.6;
 - 2.7.2 a breach of 2.6; or
 - 2.7.3 a breach of a contract resulting from 2.6.