

SELKIRK FIRST NATION
SELF-GOVERNMENT
AGREEMENT
IMPLEMENTATION PLAN



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Implementation Plan
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gouvernementale: Plan de mise en oeuvre

**IMPLEMENTATION PLAN
FOR THE
SELKIRK FIRST NATION
SELF-GOVERNMENT AGREEMENT**

AMONG:

Her Majesty the Queen in right of Canada, as represented by the Minister of Indian Affairs and Northern Development (hereinafter referred to as "Canada");

AND:

The Selkirk First Nation, as represented by the duly authorized representative(s) of the Selkirk First Nation (hereinafter referred to as the "SFN");

AND:

The Government of the Yukon, as represented by the Government Leader of the Yukon (hereinafter referred to as the "Yukon");

hereinafter referred to as the "Parties".

WHEREAS:

The Parties signed the document entitled the Selkirk First Nation Self-Government Agreement (hereinafter referred to as the "SFNSGA") on the 21st day of July, 1997;

clause 23.1 of the SFNSGA provides that the Parties shall conclude an implementation plan for the SFNSGA (hereinafter referred to as the "SFNSGA Plan") as soon as practicable; and

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

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NOW THEREFORE, the Parties agree as follows:

1.0 Interpretation of the SFNSGA Plan

- 1.1 No provision of the SFNSGA Plan shall be considered an amendment to, modification of, or derogation from the SFNSGA.
- 1.2 Where there is any inconsistency or conflict between the provisions of the SFNSGA Plan and the provisions of the SFNSGA, the provisions of the SFNSGA shall prevail to the extent of the inconsistency or conflict.
- 1.3 Unless the context otherwise requires, capitalized words and phrases in the SFNSGA Plan shall have the meanings assigned in the SFNSGA.
- 1.4 The SFNSGA Plan shall be interpreted so as to promote the implementation of the provisions of the SFNSGA and to avoid conflict or inconsistency with the provisions of the SFNSGA.

2.0 Legal Status of the SFNSGA Plan

- 2.1 The SFNSGA Plan consists of the provisions contained herein.
- 2.2 Attached hereto are:
 - 2.2.1 Annex A - "Activity Sheets" describing the specific activities, projects and measures for implementation of the SFNSGA; and

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2.2.2 Annex B - Coordination of the Selkirk First Nation Final Agreement (hereinafter referred to as the "SFNFA") and the SFNSGA Implementation;

which Annexes represent the understanding of the Parties regarding the manner in which the provisions of the SFNSGA will be implemented, but do not form part of the SFNSGA Plan and are not intended to create legal obligations.

3.0 Implementation Funding

3.1 Subject to any amendment of the SFNSGA Plan by the Parties, Canada shall make financial payments to the SFN for the implementation of the SFNSGA as follows:

3.1.1 \$127,500 (1996 constant dollars) annually for ongoing implementation activities;

3.1.2 \$106,100 (1996 constant dollars) annually for a ten year period for supplementary implementation activities;

3.1.3 \$209,120 (1996 constant dollars) for one-time implementation projects and activities.

3.2 The payments referred to in 3.1.1, 3.1.2 and 3.1.3 above shall be escalated from 1996 constant dollars to their Entry Year Value as defined in the Selkirk First Nation Financial Transfer Agreement (hereinafter referred to as the "SFNFTA") dated September 24, 1997, in accordance with the computation method for the Annual Price Escalator set out in Annex 6 of the SFNFTA.

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- 3.3 The payments referred to in 3.1.1 and 3.1.2 shall be made in accordance with the provisions of the SFNFTA and shall be escalated from their Entry Year Value in accordance with the computation method for the Annual Price-and-Population Escalator set out in Appendix A of the SFNFTA.
- 3.4 The payment referred to in 3.1.3 above shall be made as a lump sum payment, by a transfer agreement other than the SFNFTA, as an unconditional grant as soon as practicable after the SFNSGA becomes effective, not subject to the Cash Management Policy of the Government of Canada.
- 3.5 The payment of the amounts set out in 3.1, or any amended amount required to be paid, represents the fulfilment of Canada's obligation as set out in the SFNSGA to provide funding to the SFN for the following periods of time:
- 3.5.1 for the purposes of 3.1.1 and 3.1.3 for the period of time set out in the SFNFTA;
and
- 3.5.2 for the purposes of 3.1.2 for the period of time identified in 3.1.2.
- 3.6 Canada shall provide a negotiated level of funding for the participation of the SFN in the negotiations contemplated by sections 13.5.2, 13.6.1, 14.5, 14.6, 14.8, 17.0 and 27.0 of the SFNSGA.
- 3.6.1 In addition to the notification and negotiation process provided for in section 17.0 of the SFNSGA, in the first year in which the SFNSGA is in effect, the SFN may provide notice, within 90 days of the effective date of the SFNSGA, that it wishes to initiate the negotiation for the assumption of responsibility by the SFN for the management, administration and delivery of any program or service, in the same manner as provided for in section 17.0 of the SFNSGA.

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4.0 Implementation of the SFNSGA Plan Review

4.1 The representatives appointed by the Parties pursuant to section 18 of the SFN Final Agreement Implementation Plan shall also work toward resolving any issue which may arise in relation to the implementation of the SFNSGA Plan.

4.2 Pursuant to 6.6 of the SFNSGA the Parties shall complete a review of the SFNSGA Plan, Annex A and Annex B within ten years of the Effective Date of the SFNSGA unless the Parties agree otherwise.

5.0 Amendment of the SFNSGA Plan

5.1 The Parties shall determine whether to amend the SFNSGA Plan, Annex A and Annex B as a result of the review conducted pursuant to 4.2.

5.2 The Parties, by agreement, may amend the SFNSGA Plan, Annex A and Annex B at any time, and any amendment thereto shall be made in writing by the Parties.

6.0 Effective Date of the SFNSGA Plan

6.1 The SFNSGA Plan shall take effect as of the Effective Date of the SFNSGA.

7.0 Signing of the SFNSGA Plan

7.1 This 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 this plan shall be deemed to be the date on which the last party signs.

**SELKIRK FIRST NATION
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PEWY
SIGNED at Cross. 25 on behalf of the Selkirk First Nation:

Pari

J. Angen
Witness

a Baker

J. Angen
Witness

Sept 4/07
Date

SIGNED at _____ on behalf of the Government of Canada:

The Honourable Jane Stewart
Minister of Indian Affairs
and Northern Development

Witness

Date

SIGNED at _____ on behalf of the Government of the Yukon:

The Honourable Piers McDonald
Government Leader

Witness

Date

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SIGNED at _____ on behalf of the Selkirk First Nation:

Witness _____

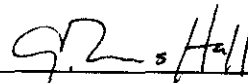
Witness _____

Date

SIGNED at Ottawa on behalf of the Government of Canada:



The Honourable Jane Stewart
Minister of Indian Affairs
and Northern Development



Witness

September 29, 1997

Date

SIGNED at _____ on behalf of the Government of the Yukon:

The Honourable Piers McDonald
Government Leader

Witness

Date

**SELKIRK FIRST NATION
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SIGNED at _____ on behalf of the Selkirk First Nation:

Witness

Witness

Date


SIGNED at _____ on behalf of the Government of Canada:

The Honourable Jane Stewart
Minister of Indian Affairs
and Northern Development

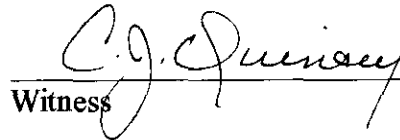
Witness

Date

SIGNED at Whitehorse on behalf of the Government of the Yukon:



The Honourable Piers McDonald
Government Leader



Witness

Sept. 22, 1997

Date

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ANNEX A

ACTIVITY SHEETS

This Annex refers to the implementation of selected provisions of the SFNSGA.

The activities described in the Annex reflect the agreement of the Parties as to the activities which the Parties expect to be performed in order to give effect to the referenced provisions.

The planning assumptions described in relation to a referenced provision reflect the circumstances considered or expected to arise in the implementation of that provision. Some planning assumptions also reflect steps or measures that the Parties assume will be taken, or limitations that may apply, in the performance of the described activities.

In the development of this Annex, it has been assumed that the Parties will deal by other means with matters required by the SFNSGA to be addressed prior to the Effective Date or in the negotiation or ratification of the SFNSGA.

The fact that an activity sheet does not cross-reference the SFNSGA dispute resolution mechanism pursuant to SFNSGA Chapter 24 should not be construed to mean that the dispute resolution mechanism is not applicable to that activity sheet.

In the SFNSGA Activity Sheets and Coordination Sheets, the following acronyms, initializations and references have been used:

Canada	Her Majesty in Right of Canada
SFNFA	Selkirk First Nation Final Agreement
SFNFA Plan	SFNFA Implementation Plan
SFN	Selkirk First Nation
SFNFTA	Financial Transfer Agreement between Canada and SFN
SFNSGA	Selkirk First Nation Self-Government Agreement
SFNSGA Plan	SFNSGA Implementation Plan
Parties	Canada, SFN and Yukon
YFN	Yukon First Nation
Yukon	Government of the Yukon



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PROJECT: Consultation on amendments to Self-Government Legislation

RESPONSIBLE PARTY: SFN, Government

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 5.2 Government shall Consult with the Selkirk First Nation during the drafting of any amendment to Self-Government Legislation which affects the Selkirk First Nation.

CROSS REFERENCES: 7.4

RESPONSIBILITY	ACTIVITIES	TIMING
SFN or Government	Identify or confirm need for amendment.	As necessary
SFN	Conduct research and analysis regarding amendment.	As necessary
Yukon or Canada as appropriate	If amending Self-Government Legislation, notify SFN of proposed amendment to Self-Government Legislation. Provide details.	Prior to amending Self-Government Legislation
SFN	Prepare and present views.	Within a reasonable time period
Yukon or Canada as appropriate	Provide full and fair consideration of SFN views. Make revisions as necessary.	After views presented
Yukon or Canada as appropriate	Amend Self-Government Legislation.	As decided by Government, after considering SFN views

PLANNING ASSUMPTIONS

1. If a proposed amendment affects all YFNs, rather than just some of the YFNs, one territory-wide consultative process may be appropriate.

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SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

PROJECT: SFNSGA amendment

RESPONSIBLE PARTY: Canada, Yukon, SFN

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES:

6.1 This Agreement may only be amended with the consent of the Parties.

6.2 Consent to any amendment pursuant to 6.1 may only be given on the part of:

6.2.1 Canada, by the Governor in Council;

6.2.2 the Yukon, by the Commissioner in Executive Council; and

6.2.3 The Selkirk First Nation, by the Assembly, upon a recommendation received from the Council of the Selkirk First Nation.

CROSS REFERENCES: 6.3, 6.4 (all), 6.5, 6.6, 6.6.5, 7.3

RESPONSIBILITY	ACTIVITIES	TIMING
SFN, Canada and Yukon	Evaluate proposed amendment.	When amendment is proposed
SFN, Canada and Yukon	Negotiate and draft amendment.	Following agreement to amend
SFN, Canada and Yukon	Consent to the amendment pursuant to 6.2.	After amendments are drafted
SFN	Notify SFN Citizens of amendment.	After amendment is approved

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SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A – ACTIVITY SHEETS

PROJECT: Amending the SFNSGA to incorporate more favourable provisions

RESPONSIBLE PARTY: SFN, Canada, Yukon

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES:

6.3 Where Government has concluded a self-government agreement with another Yukon First Nation which includes provisions more favourable than those in this Agreement, and where it would be practical to include those provisions in this Agreement, Government, at the request of the Selkirk First Nation, shall negotiate with the Selkirk First Nation with a view to amending this Agreement to incorporate provisions no less favourable than those in the other self-government agreement.

6.4 A dispute arising from negotiations described in 6.3 may be referred by any Party to dispute resolution pursuant to 26.3.0 of the Final Agreement.

6.4.1 In any dispute arising pursuant to 6.3 an arbitrator shall have the authority set out in 26.7.3 of the Final Agreement.

6.5 The Parties shall make amendments to this Agreement which are required to give effect to orders or decisions of an arbitrator pursuant to 6.4.

CROSS REFERENCES: 6.1, 6.2, 24.3; SFNFA 26.3.0 (all), 26.7.3

RESPONSIBILITY	ACTIVITIES	TIMING
SFN	Monitor other YFN Self-Government Agreements for more favourable provisions.	As Self-Government Agreements are negotiated
SFN, Canada and Yukon	Negotiate and draft amendment to SFNSGA.	At request of SFN
SFN, Canada or Yukon	Refer to dispute resolution under 26.3.0 of the SFNFA.	If disputes arises
SFN, Canada and Yukon	Draft amendment to SFNSGA.	If dispute resolved
SFN, Canada and Yukon	If Parties agree, amend SFNSGA, pursuant to SFNSGA 6.1, 6.2.	As soon as practicable
SFN	Notify SFN Citizens of amendment.	After amendment is approved

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SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

PROJECT: Review of SFNSGA within ten years of the Effective Date

RESPONSIBLE PARTY: SFN, Canada, Yukon

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 6.6 Unless the Parties otherwise agree, the Parties shall review this Agreement within ten years of the Effective Date for the purpose of determining whether:

- 6.6.1 other self-government agreements in Canada have more effectively incorporated self-government provisions respecting any matters considered in this Agreement;
- 6.6.2 other self-government agreements in Canada have more effectively incorporated implementation or financial transfer agreements;
- 6.6.3 this Agreement has been implemented in accordance with the implementation plan;
- 6.6.4 the negotiated transfer of programs, responsibilities and resources pursuant to this Agreement has been successful; and
- 6.6.5 this Agreement should be amended in accordance with 6.1 and 6.2 to reflect the outcome of the review.

CROSS REFERENCES: 6.1, 6.2 (all)

RESPONSIBILITY	ACTIVITIES	TIMING
SFN, Canada and Yukon	Prepare workplan to identify terms of reference, timelines and resources for review.	Within ten years of the Effective Date
SFN, Canada and Yukon	Unless the Parties agree otherwise, conduct the review.	In accordance with the workplan
SFN, Canada and Yukon	Amend the SFNSGA to reflect the outcome of the review in accordance with SFNSGA 6.1 and 6.2.	As required
SFN	Inform Citizens of any amendment.	As soon as practicable following the amendment

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PLANNING ASSUMPTIONS

1. The review process of the SFNSGA may be carried out simultaneously, and in a coordinated fashion, with a review of the SFNFA Implementation Plan and negotiation of a new SFNFTA in accordance with paragraph 7 of Annex B to the SFNSGA Plan.
2. At the time of the review, Canada may provide additional resources, to a negotiated level, for the conduct of the review.

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SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

PROJECT: Amendment of an invalid provision of the SFNSGA

RESPONSIBLE PARTY: SFN, Canada, Yukon

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 7.3 If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the Parties shall make best efforts to amend this Agreement to remedy the invalidity or replace the invalid provision.

CROSS REFERENCES: 6.1, 6.2 (all), 7.1, 7.2

RESPONSIBILITY	ACTIVITIES	TIMING
SFN, Canada and Yukon	If a court of competent jurisdiction finds a provision of the SFNSGA to be invalid, make best efforts to amend the SFNSGA to remedy the invalidity or replace the invalid provision.	As required
SFN, Canada and Yukon	If the parties agree to amend the SFNSGA, initiate consent process in accordance with SFNSGA 6.1 and 6.2.	As soon as practicable
SFN	Inform Citizens of amendment.	As soon as practicable following the amendment

PLANNING ASSUMPTIONS

1. The SFN may wish to prepare for and participate in litigation relating to the determination of the validity of a provision of the SFNSGA.

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SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

PROJECT: Amendment of an invalid provision of the Self-Government Legislation

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: SFN

REFERENCED CLAUSES: 7.4 If any provision of Self-Government Legislation is found by a court of competent jurisdiction to be invalid, Government shall make best efforts to amend the Self-Government Legislation to remedy the invalidity or replace the invalid provision.

CROSS REFERENCES: 5.2, 7.1, 7.2

RESPONSIBILITY	ACTIVITIES	TIMING
Government	If a court of competent jurisdiction finds a provision of the Self-Government Legislation to be invalid, make best efforts to amend the Self-Government Legislation to remedy the invalidity or replace the invalid provision.	As required
Government	If Government intends to amend the Self-Government Legislation or replace the invalid provision, notify SFN of any amendment which affects the SFN.	During the drafting of the amendments
SFN	Prepare and present views to Government.	Within a reasonable time as indicated by Government
Government	Provide full and fair consideration to views presented by the SFN. Notify SFN of outcome.	Within a reasonable time following receipt of SFN views
SFN	Inform Citizens of amendment.	As soon as practicable following amendment

PLANNING ASSUMPTIONS

1. The SFN may wish to prepare for and participate in litigation relating to the determination of the validity of a provision of the Self-Government Legislation.

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SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

PROJECT: Conflict of laws issues

RESPONSIBLE PARTY: SFN, another YFN, Government

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 8.4 Common law conflict of laws principles shall apply where a conflict of laws issue arises unless:

8.4.1 in the case of a conflict of laws issue arising between a law of the Selkirk First Nation and a law of another Yukon First Nation, the Selkirk First Nation and the other Yukon First Nation have otherwise agreed; or

8.4.2 in the case of a conflict of laws issue arising between a law of the Selkirk First Nation and a Law of General Application, the Selkirk First Nation and Government have otherwise agreed.

CROSS REFERENCES: 13.5 (all)

RESPONSIBILITY	ACTIVITIES	TIMING
SFN, another YFN, Canada or Yukon, as appropriate	If conflict of laws issue arises, negotiate agreement or solution to conflict.	As agreed by affected parties
SFN, another YFN, Canada or Yukon as appropriate	If the issue results in court action, participate in court action.	As necessary

PLANNING ASSUMPTIONS

1. The Parties anticipate that, when the circumstances warrant, potential for conflict of laws will be considered when Government and SFN are drafting laws.

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SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

PROJECT: Capacity, rights, powers and privileges of SFN

RESPONSIBLE PARTY: SFN

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 9.2 The Selkirk First Nation is a legal entity and has the capacity, rights, powers and privileges of a natural person and, without restricting the generality of the foregoing, may:

- 9.2.1 enter into contracts or agreements;
- 9.2.2 acquire and hold property or any interest therein, and sell or otherwise dispose of property or any interest therein;
- 9.2.3 raise, invest, expend and borrow money;
- 9.2.4 sue or be sued;
- 9.2.5 form corporations or other legal entities; and
- 9.2.6 do such other things as may be conducive to the exercise of its rights, powers and privileges.

CROSS REFERENCES: 12.1 (all), 14.6.2, 26.0 (all); SFNFA 20.4.1

RESPONSIBILITY	ACTIVITIES	TIMING
SFN	Conduct appropriate research and analysis to determine advisability and requirements in regard to the exercising of rights or engaging in activities pursuant to 9.2.1, 9.2.2, 9.2.3, 9.2.4, 9.2.5 or 9.2.6.	As necessary
SFN	Conduct negotiations, develop agreements and prepare legal documents as may be required to carry out any of the activities.	As necessary
SFN	Notify Government and public of outcome as may be appropriate.	As necessary

PLANNING ASSUMPTIONS

1. This activity does not include the consideration of local service and program agreements that are within SFNSGA 14.6.2 or the formation of Settlement Corporations under SFNFA 20.4.1.

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SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

PROJECT: Establishment of governing bodies

RESPONSIBLE PARTY: SFN

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 10.1 The Selkirk First Nation Constitution shall:
10.1.2 establish governing bodies and provide for their powers, duties, composition, membership and procedures;

CROSS REFERENCES: None identified

RESPONSIBILITY	ACTIVITIES	TIMING
SFN	Establish governing bodies according to the Constitution.	Upon Effective Date or as appropriate
SFN	Operate SFN government structures which will attend to functions such as: <ul style="list-style-type: none">- communications and information;- policy development, monitoring, evaluation, research and advice;- personnel and training;- intergovernmental relations, negotiations and dispute resolution;- legal affairs;- clerical;- financial management and taxation;- supply services;- management capabilities; and,- others as may arise from time to time.	

PLANNING ASSUMPTIONS

1. The SFN will have to prepare start-up policies and procedures with regard to the administration, operation and internal management of SFN affairs.

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PROJECT: Establishment and implementation of SFN financial reporting system

RESPONSIBLE PARTY: SFN

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 10.1 The Selkirk First Nation Constitution shall:
10.1.3 provide for a system of reporting, which may include audits, through which the Selkirk First Nation government shall be financially accountable to its Citizens;

CROSS REFERENCES: 22.1

RESPONSIBILITY	ACTIVITIES	TIMING
SFN	Examine and determine reporting requirements of SFN government.	As soon as practicable following Effective Date
SFN	Review reporting standards generally accepted for governments in Canada.	As soon as practicable following Effective Date
SFN	Prepare and publish reports or audits in accordance with the SFN Constitution.	Annually or as required

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SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A – ACTIVITY SHEETS

PROJECT: Challenging the validity of SFN laws and quashing invalid SFN laws

RESPONSIBLE PARTY: SFN

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 10.1 The Selkirk First Nation Constitution shall:
10.1.5 provide for the challenging of the validity of laws enacted by the Selkirk First Nation and for the quashing of invalid laws;

CROSS REFERENCES: 10.1.4, 13.1 (all), 13.2 (all), 13.3 (all), 14.1 (all)

RESPONSIBILITY	ACTIVITIES	TIMING
SFN	Establish procedures for challenging the validity of SFN laws.	Prior to passage of laws
SFN	Operationalize procedures.	As necessary
SFN	Participate in challenges of validity of SFN laws in accordance with SFN Constitution.	As necessary
SFN	If necessary, amend or replace invalid law.	As soon as practicable

PLANNING ASSUMPTIONS

1. SFN contemplates setting up procedures for Citizens to challenge SFN laws which would be administrative in nature and would allow an appeal process to take place.

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SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

PROJECT: Transfer to SFN of monies held by Canada for use and benefit of SFN

RESPONSIBLE PARTY: Canada

PARTICIPANT / LIAISON: SFN

REFERENCED CLAUSES: 11.2 Any monies held by Canada for the use and benefit of the Indian Act, R.S.C. 1985, c. I-5, the Selkirk First Nation Band, shall be transferred to the Selkirk First Nation, as soon as practicable after the Effective Date.

CROSS REFERENCES: None identified

RESPONSIBILITY	ACTIVITIES	TIMING
Canada	Calculate amount to be transferred. Inform SFN in writing of the amount to be transferred.	Prior to Effective Date
SFN	Confirm amount to be transferred and request by Band Council Resolution the transfer of monies held by Canada for the use and benefit of the Selkirk First Nation Band.	Prior to Effective Date
Canada	Transfer funds to SFN.	As soon as practicable
SFN	Provide written receipt for monies transferred.	Following receipt of monies

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SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

PROJECT: Delegation of SFN powers

RESPONSIBLE PARTY: SFN

PARTICIPANT / LIAISON: Other party as indicated in 12.1.1 through 12.1.7

REFERENCED CLAUSES:

12.1 The Selkirk First Nation may delegate any of its powers, including legislative powers, to:

12.1.1 a public body or official established by a law of the Selkirk First Nation;

12.1.2 Government, including a department, agency or official of Government;

12.1.3 a public body performing a function of government in Canada, including another Yukon First Nation;

12.1.4 a municipality, school board, local body, or legal entity established by Yukon Law;

12.1.5 a tribal council;

12.1.6 the Council for Yukon Indians; or

12.1.7 any legal entity in Canada.

12.2 Any delegation under 12.1.2 to 12.1.7 shall be made by written agreement with the delegate.

CROSS REFERENCES: 9.2, 9.2.1, 9.2.5, 26.0 (all)

RESPONSIBILITY	ACTIVITIES	TIMING
SFN	Research and identify authority or power to be delegated.	At discretion of SFN
SFN, other party	Negotiate and draft delegation agreement with other party.	At discretion of parties
SFN, other party	If delegation agreement is completed, and delegation occurs, notify Government and the public.	As necessary

PLANNING ASSUMPTIONS

- Any delegation of SFN powers will be subject to an approval process as may be set out in its Constitution and laws.

SELKIRK FIRST NATION

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

PROJECT: Delegation of powers to SFN

RESPONSIBLE PARTY: SFN

PARTICIPANT / LIAISON: Any entity that has the authority to delegate its powers (“delegating authority”)

REFERENCED CLAUSES: 12.3 The Selkirk First Nation has the capacity to enter into agreements to receive powers, including legislative powers, by delegation.

CROSS REFERENCES: 9.2, 9.2.1, 9.2.5, 12.1 (all)

RESPONSIBILITY	ACTIVITIES	TIMING
SFN or delegating authority	Forward delegation proposal to other party.	Once a decision has been made to proceed with a delegated proposal
SFN or delegating authority	Prepare views and respond.	Within a reasonable time period following receipt of the proposal
SFN or delegating authority	Negotiate, draft and enter into delegation agreement.	At discretion of parties
SFN or delegating authority	Notify public of delegation agreement.	Following approval of agreement by parties

SELKIRK FIRST NATION

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

PROJECT:	Enactment of SFN laws
RESPONSIBLE PARTY:	SFN
PARTICIPANT / LIAISON:	Yukon
REFERENCED CLAUSES:	<p>13.1 The Selkirk First Nation shall have the exclusive power to enact laws in relation to the following matters:</p> <ul style="list-style-type: none">13.1.1 administration of the Selkirk First Nation affairs and operation and internal management of the Selkirk First Nation;13.1.2 management and administration of rights or benefits which are realized pursuant to the Final Agreement by persons enrolled under the Final Agreement, and which are to be controlled by the Selkirk First Nation; and13.1.3 matters ancillary to the foregoing. <p>13.2 The Selkirk First Nation shall have the power to enact laws in relation to the following matters in the Yukon:</p> <ul style="list-style-type: none">13.2.1 provision of programs and services for Citizens in relation to their spiritual and cultural beliefs and practices;13.2.2 provision of programs and services for Citizens in relation to the Northern Tutchone language;13.2.3 provision of health care and services to Citizens, except licensing and regulation of facility-based services off Settlement Land;13.2.4 provision of social and welfare services to Citizens, except licensing and regulation of facility-based services off Settlement Land;13.2.5 provision of training programs for Citizens, subject to Government certification requirements where applicable;13.2.6 adoption by and of Citizens;13.2.7 guardianship, custody, care and placement of the Selkirk First Nation children, except licensing and regulation of facility-based services off Settlement Land;13.2.8 provision of education programs and services for Citizens choosing to participate, except licensing and regulation of facility-based services off Settlement Land;

SELKIRK FIRST NATION

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

- 13.2.9 inheritance, wills, intestacy and administration of estates of Citizens, including rights and interests in Settlement Land;
 - 13.2.10 procedures consistent with the principles of natural justice for determining the mental competency or ability of Citizens, including administration of the rights and interests of those found incapable of responsibility for their own affairs;
 - 13.2.11 provision of services to Citizens for resolution of disputes outside the courts;
 - 13.2.12 solemnization of marriage of Citizens;
 - 13.2.13 licences in respect of matters enumerated in 13.1, 13.2 and 13.3 in order to raise revenue for the Selkirk First Nation purposes;
 - 13.2.14 matters necessary to enable the Selkirk First Nation to fulfill its responsibilities under the Final Agreement or this Agreement; and
 - 13.2.15 matters ancillary to the foregoing.
- 13.3 The Selkirk First Nation shall have the power to enact laws of a local or private nature on Settlement Land in relation to the following matters:
- 13.3.1 use, management, administration, control and protection of Settlement Land;
 - 13.3.2 allocation or disposition of rights and interests in and to Settlement Land, including expropriation by the Selkirk First Nation for the Selkirk First Nation purposes;
 - 13.3.3 use, management, administration and protection of natural resources under the ownership, control or jurisdiction of the Selkirk First Nation;
 - 13.3.4 gathering, hunting, trapping or fishing and the protection of fish, wildlife and habitat;
 - 13.3.5 control or prohibition of the erection and placement of posters, advertising signs, and billboards;
 - 13.3.6 licensing and regulation of any person or entity carrying on any business, trade, profession, or other occupation;

SELKIRK FIRST NATION

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

- 13.3.7 control or prohibition of public games, sports, races, athletic contests and other amusements;
- 13.3.8 *control of the construction, maintenance, repair and demolition of buildings or other structures;*
- 13.3.9 prevention of overcrowding of residences or other buildings or structures;
- 13.3.10 control of the sanitary condition of buildings or property;
- 13.3.11 planning, zoning and land development;
- 13.3.12 curfews, prevention of disorderly conduct and control or prohibition of nuisances;
- 13.3.13 control or prohibition of the operation and use of vehicles;
- 13.3.14 control or prohibition of the transport, sale, exchange, manufacture, supply, possession or consumption of intoxicants;
- 13.3.15 establishment, maintenance, provision, operation or regulation of local services and facilities;
- 13.3.16 caring and keeping of livestock, poultry, pets and other birds and animals, and impoundment and disposal of any bird or animal maltreated or improperly at-large, but the caring and keeping of livestock does not include game farming or game ranching;
- 13.3.17 administration of justice;
- 13.3.18 control or prohibition of any actions, activities or undertakings that constitute, or may constitute, a threat to public order, peace or safety;
- 13.3.19 control or prohibition of any activities, conditions or undertakings that constitute, or may constitute, a danger to public health;
- 13.3.20 control or prevention of pollution and protection of the environment;
- 13.3.21 *control or prohibition of the possession or use of firearms, other weapons and explosives;*
- 13.3.22 control or prohibition of the transport of dangerous substances; and
- 13.3.23 matters coming within the good government of Citizens on Settlement Land.

SELKIRK FIRST NATION

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

CROSS REFERENCES: 8.4 (all), 13.5.5, 13.6 0 (all) , 14.0 (all), 20.0 (all), 21.1, 21.2, 21.3, 21.4

RESPONSIBILITY	ACTIVITIES	TIMING
SFN	Prepare initial laws.	At discretion, after federal Order in Council giving effect to SFNSGA
SFN	Enact initial laws.	After Effective Date
SFN	Prepare other laws.	As required
SFN	Enact other laws.	As necessary
SFN	Provide Yukon with copy of SFN laws.	As soon as practicable after each law is passed

PLANNING ASSUMPTIONS

1. Initial laws may include financial administration legislation and other such legislation fundamental to the initial operation of the SFN.
2. An advance of federal one-time funding for initial laws may be provided by means of a contribution agreement with the SFN after the federal Order in Council giving effect to the SFNSGA, and will be referenced in the SFNFTA.

SELKIRK FIRST NATION

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A -- ACTIVITY SHEETS

- PROJECT:** Exercise of Emergency powers on and off Settlement Lands
- RESPONSIBLE PARTY:** SFN, Canada, Yukon
- PARTICIPANT / LIAISON:** None identified
- REFERENCED CLAUSES:**
- 13.4.1 Off Settlement Land, in relation to those matters enumerated in 13.2, in any situation that poses an Emergency to a Citizen, Government may exercise power conferred by Laws of General Application to relieve the Emergency, notwithstanding that laws enacted by the Selkirk First Nation may apply to the Emergency.
 - 13.4.2 A person acting pursuant to 13.4.1 shall, as soon as practicable after determining that a person in an Emergency is a Citizen, notify the Selkirk First Nation of the action taken and transfer the matter to the responsible the Selkirk First Nation authority, at which time the authority of the Government to act pursuant to 13.4.1 shall cease.
 - 13.4.3 A person acting pursuant to 13.4.1 is not liable for any act done in good faith in the reasonable belief that the act was necessary to relieve an Emergency.
 - 13.4.4 *On Settlement Land, in relation to those matters enumerated in 13.2, in any situation that poses an Emergency to a person who is not a Citizen, the Selkirk First Nation may exercise power conferred by laws enacted by the Selkirk First Nation to relieve the Emergency, notwithstanding that Laws of General Application may apply to the Emergency.*
 - 13.4.5 A person acting pursuant to 13.4.4 shall, as soon as practicable after determining that a person in an Emergency is not a Citizen, notify Government or, where the person in an Emergency is a citizen of another Yukon First Nation, that Yukon First Nation, of the action taken and transfer the matter to the responsible authority, at which time the authority of the Selkirk First Nation to act pursuant to 13.4.4 shall cease.
 - 13.4.6 A person acting pursuant to 13.4.4 is not liable for any act done in good faith in the reasonable belief that the act was necessary to relieve an Emergency.
 - 13.4.7 Notwithstanding 13.5.0, in relation to powers enumerated in 13.3, Laws of General Application shall apply with respect to an Emergency arising on Settlement Land which has or is likely to have an effect off Settlement Land.
- CROSS REFERENCES:** 9.2, 9.2.1, 13.5, 13.5.4, 13.5.5
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