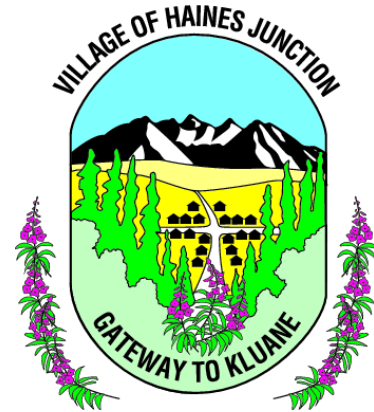




CHAMPAGNE AND AISHIHIK FIRST NATIONS



2018

AGREEMENT IN PRINCIPLE

Champagne and Aishihik First Nations

and

Village of Haines Junction



AGREEMENT IN PRINCIPLE

**A FRAMEWORK TO EXAMINE THE NEGOTIATIONS OF AN INTER-GOVERNMENTAL PRINCIPLES OF
PARTNERSHIP AGREEMENT**

1. PURPOSE

- 1.1 This Agreement in Principle framework lays out mutually agreeable guidelines for negotiating a Principles of Partnership Agreement, which will serve as the blueprint for the provision of effective and equitable municipal services across the community¹ as defined herein, and for strengthening cooperation and the government-to-government relationship between Champagne and Aishihik First Nations and the Village of Haines Junction.

2. ESTABLISHMENT OF INTER-GOVERNMENTAL WORKING GROUP

- 2.1 The Village of Haines Junction and Champagne and Aishihik First Nations hereby authorize the creation of an Inter-Governmental Working Group. Each government will be responsible for appointing an equal number of (a) representative(s) to represent their interests at this group. The representative(s) will be tasked with negotiating the details of each area of interest outlined in this framework, on behalf of their respective government.
- 2.2 Each Party reserves the right to choose and change their representatives to the Inter-Governmental Working Group. Both Parties agree to provide at least two (2) weeks written notice outlining their intention to remove and/or replace their respective representatives in this group.
- 2.3 The Parties agree that the negotiated Principles of Partnership Agreement or individual Chapters that together will create the Principles of Partnership Agreement shall only be enforceable once both governments ratify and adopt said agreement or chapter through a Resolution of each respective Council.

3. INTER-GOVERNMENTAL WORKING GROUP REPRESENTATIVES AND CONTACT INFORMATION

3.1 – See table below

TITLE	CONTACT INFORMATION
DÄN NÄTTHE ÄDA (CHIEF) – EX-OFFICIO - CAFN DIRECTOR, PROPERTY SERVICES DEPT. – CAFN'S LEAD MAYOR – EX-OFFICIO - VHJ CHIEF ADMINISTRATIVE OFFICER – VHJ'S LEAD MANAGER OF PUBLIC POLICY – VHJ	dzaldokas@cafn.ca cao@hainesjunction.ca publicpolicy@hainesjunction.ca

¹ "Community" or "Community of Haines Junction" – shall mean to include those persons who have a direct and demonstrable social, cultural, spiritual, economical, or other connection with and/or within the Village of Haines Junction.

6. KEY POLITICAL INTERESTS

- 6.1 Champagne and Aishihik First Nations and the Village of Haines Junction agree to work together to explore the following key political areas of interests with the view of finding mutually acceptable outcomes:
- 6.1.1 Adjusting the current municipal boundary with the view of incorporating voting rights and responsibilities for those persons residing on designated First Nations settlement land outside the current municipal boundaries (Appendix A);
 - 6.1.2 The establishment of a regional approach in areas of mutual interests;
 - 6.1.3 Development and implementation of a comprehensive land use and infrastructure development plan for the 'Community of Haines Junction'; and,
 - 6.1.4 Such other areas of interest as they may arise.

7. KEY ADMINISTRATIVE INTERESTS

- 7.1 Champagne and Aishihik First Nations and the Village of Haines Junction agree to work together and explore the following key administrative areas of interests with the view of finding mutually agreeable outcomes:
- 7.1.1 Municipal Services Integration;
 - 7.1.1.1 Bylaw development and compliance;
 - 7.1.1.2 Infrastructure development, future planning, and renewal;
 - 7.1.1.3 Road operations, maintenance, and renewal;
 - 7.1.1.4 Employee cross-training opportunities;
 - 7.1.1.5 Water and sewer services provision, maintenance, and replacement;
 - 7.1.1.6 Emergency planning and crisis response management and coordination;
 - 7.1.1.7 Landfill and recycling programs;
 - 7.1.1.8 Dispute resolution process; and
 - 7.1.1.9 Such other areas of interest as they may arise and as the Parties may agree upon.

Each government reserves the right to change its representative(s) on the Inter-Governmental Working Group without prior notice to the public and may from time to time invite delegations from other organizations to present to the group.

All queries pertaining to the work of this group must be directed to Dainius Zaldokas, Director, Property Services Department - CAFN or Cathy Clarke, Chief Administrative Officer - VHJ.

4. JOINT COMMITMENTS

- 4.1 Both Champagne and Aishihik First Nations and the Village of Haines Junction through their representatives at the Inter-Governmental Working Group commit to:
 - 4.1.1 Meeting and discussing all topics of interest, without preconditions, including but not limited to those outlined in this framework;
 - 4.1.2 Building a strong and healthy 'Community of Haines Junction' through a strong partnership with each other and the Government of Yukon; and,
 - 4.1.3 Supporting and exploring a process that is clearly defined, transparent, and mutually beneficial to all involved.

5. PURPOSE/MISSION

- 5.1 The purpose of this Agreement in Principle is to:
 - 5.1.1 Identify the key interests to Champagne and Aishihik First Nations, and Village of Haines Junction;
 - 5.1.2 Signify the commitment of the Parties to work in a collaborative and timely manner on the key interests and on other matters that may be agreed upon from time to time;
 - 5.1.3 Establish a broad Principles of Partnership framework with the aim to:
 - 5.1.3.1 Establish, review and update, where applicable, bi-lateral inter-governmental agreements between Champagne and Aishihik First Nations and the Village of Haines Junction; and
 - 5.1.3.2 Explore the possibility of developing a joint application to amend the municipal boundaries to the Municipal Board of Yukon, consistent with the terms of the Champagne and Aishihik First Nations Final and Self-Government Agreements and Municipal Act.

8. TERM OF AGREEMENT IN PRINCIPLE

- 8.1 This Agreement in Principle will take effect upon the signing by both the Dän nätthe äda (Chief) of Champagne and Aishihik First Nations and Mayor of the Village of Haines Junction.
- 8.2 Both parties agree that this Agreement in Principle may require amendment from time to time which shall be done by mutual consent. Such revisions must be agreed to in writing and adopted by the Government of each Party.
- 8.3 This Agreement in Principle shall remain in effect until one of the following conditions arise or have been triggered:
- 8.3.1 The work outlined in this agreement including any subsequent amendments are completed;
- 8.3.2 A Party to the negotiations has provided at least one (1) month written notice to the other Parties' Representative(s) of their intention to withdraw their participation in the process;
- 8.3.2.1 For clarity, during and prior to the expiry of the notice period, this agreement shall be deemed in-tact.
- 8.3.3 Written notices of withdrawal from the negotiating process must be delivered by hand or email to the respective Representative's email outlined in this agreement.
- 8.4 The recipient of a notice to withdraw from the negotiating process shall, within seven (7) calendar days of receiving said notice, respond providing confirmation of receipt to the sender.

9. CONTINUITY OF PROCESS

- 9.1 This agreement shall remain in force and the negotiation of the Principles of Partnership Agreement shall continue until such time that a party has provided notice to withdraw from participating in the process. For clarity, this agreement shall remain in place across terms of office for both Chief and Council of the Government of Champagne and Aishihik First Nations and the Mayor and Council of the Village of Haines Junction.



IN WITNESS THEREOF: The Parties have hereunto affixed their signatures as of the day, date, year, indicated below.

Signed in the presence of:

Champagne and Aishihik First Nations

Merrilee Basic
Witness

[Signature]
Dän nätthe ada Kaaxnox – Chief Steve Smith

September 20, 2018
Date:

September 20, 2018
Date:

Signed in the presence of:

Village of Haines Junction

[Signature]
Witness

[Signature]
Michael Riseborough, Mayor

Aug 24 2018
Date:

24 Aug 2018
Date: