



SELKIRK FIRST NATION
SELF-GOVERNMENT
AGREEMENT
IMPLEMENTATION PLAN



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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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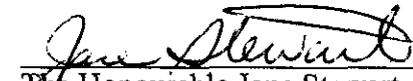
SIGNED at _____ on behalf of the Selkirk First Nation:

Witness _____

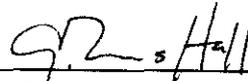
Witness _____

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

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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

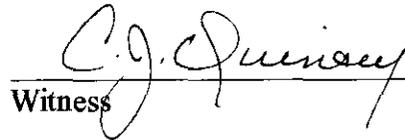
Witness

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

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

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

SELKIRK FIRST NATION

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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SELKIRK FIRST NATION

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

PROJECT: Identification of areas in which laws of SFN shall prevail over federal Laws of General Application

RESPONSIBLE PARTY: SFN, Canada

PARTICIPANT / LIAISON: Yukon

REFERENCED CLAUSES: 13.5.2 Canada and the Selkirk First Nation shall enter into negotiations with a view to concluding, as soon as practicable, a separate agreement or an amendment of this Agreement which will identify the areas in which laws of the Selkirk First Nation shall prevail over federal Laws of General Application to the extent of any inconsistency or conflict.

13.5.2.1 Canada shall Consult with the Yukon prior to concluding the negotiations described in 13.5.2.

13.5.2.2 Clause 13.5.2 shall not affect the status of the Yukon as a party to the negotiations or agreements referred to in 13.6.0 or 17.0.

CROSS REFERENCES: None identified

RESPONSIBILITY	ACTIVITIES	TIMING
SFN	Research areas in which SFN laws may prevail over <i>federal Laws of General Application</i> .	Prior to negotiations
SFN	Notify Canada of desire to initiate negotiations.	At discretion
SFN, Canada	Prepare workplan to identify time lines and resources for negotiations.	Within 6 months after notification, or as soon thereafter as the parties agree is reasonable
Canada	Provide funding as agreed to in the workplan.	Within 60 days of workplan completion, or as soon thereafter as the parties agree is reasonable
SFN, Canada	<i>Commence negotiations pursuant to workplan.</i>	<i>As required</i>
Canada	Notify Yukon of proposed agreement or amendment identifying areas where SFN laws prevail over federal Laws of General Application. Provide details.	Prior to conclusion of negotiations
Yukon	Prepare and present views to Canada.	Within reasonable time period as indicated by Canada
Canada	Provide full and fair consideration of views of Yukon.	After views presented to Canada

SELKIRK FIRST NATION

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

Canada, SFN

Conclude agreement.

As soon as practicable after
Consultation with Yukon

PLANNING ASSUMPTIONS

1. Pursuant to 3.6 of the SFNSGA Plan, Canada shall provide a negotiated level of funding for the participation of the SFN in negotiations to identify areas in which SFN laws may prevail. This funding shall be set out in a budget identified in the workplan negotiated with Canada prior to the negotiations.

SELKIRK FIRST NATION

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

PROJECT: Yukon Consultation with SFN on a Law of General Application

RESPONSIBLE PARTY: Yukon, SFN

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 13.5.4 Where the Yukon reasonably foresees that a Yukon Law of General Application which it intends to enact may have an impact on a law enacted by the Selkirk First Nation, the Yukon shall Consult with the Selkirk First Nation before introducing the Legislation in the Legislative Assembly.

CROSS REFERENCES: 8.4 (all), 13.5.3

RESPONSIBILITY	ACTIVITIES	TIMING
Yukon	Analyse proposed Yukon Law of General Application for impact on SFN laws.	Whenever Yukon proposes a Law of General Application
Yukon	Where proposed Yukon Law of General Application may have an impact on a SFN law notify SFN of the need to initiate Consultation.	Prior to introduction of the Legislation in the Legislative Assembly, allowing reasonable time for Consultation to occur
Yukon, SFN	Develop arrangements and procedures identifying contacts, timelines, general information guidelines and any other information required by the parties to ensure Consultation consistent with the Agreement.	As soon as practicable after SFN is notified about the need to initiate Consultation
Yukon	Provide SFN with details of proposed Legislation.	As soon as practicable after arrangements and procedures for Consultation have been developed
SFN	Review proposed Yukon Law of General Application to determine impact, inconsistency, and/or conflict. Prepare and present views.	Within a reasonable time period as set out in the arrangements and procedures
Yukon	Provide full and fair consideration to views presented. Notify SFN of outcome.	After views presented to Yukon
Yukon	At discretion, make any changes to proposed Yukon Law of General Application.	After considering SFN views

PLANNING ASSUMPTIONS

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

SELKIRK FIRST NATION

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

PROJECT: SFN Consultation with Yukon on a SFN law

RESPONSIBLE PARTY: SFN, Yukon

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 13.5.5 Where the Selkirk First Nation reasonably foresees that a law which it intends to enact may have an impact on a Yukon Law of General Application, the Selkirk First Nation shall Consult with the Yukon before enacting the law.

CROSS REFERENCES: 8.4 (all), 13.5.4

RESPONSIBILITY	ACTIVITIES	TIMING
SFN	Analyse proposed SFN law for impact on Yukon Laws of General Application.	Whenever SFN proposes a law
SFN	Where proposed SFN legislation may have an impact on a Yukon Law of General Application, notify Yukon of the need to initiate Consultation.	Prior to introduction of the law in the SFN approval process, allowing reasonable time for Consultation to occur
SFN, Yukon	Develop arrangements and procedures identifying contacts, timelines, general information guidelines and any other information required by the parties to ensure Consultation consistent with the Agreement.	As soon as practicable after Yukon is notified about the need to initiate Consultation
SFN	Provide Yukon with details of proposed legislation.	As soon as practicable after arrangements and procedures for Consultation have been developed
Yukon	Review proposed SFN legislation to determine impact, inconsistency, and/or conflict. Prepare and present views.	Within a reasonable time period as set out in the arrangements and procedures
SFN	Provide full and fair consideration to views presented. Notify Yukon of outcome.	After views presented to SFN
SFN	At discretion, make any changes to proposed legislation.	After considering Yukon views

SELKIRK FIRST NATION

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

- PROJECT:** Declaration where a Yukon Law of General Application ceases to apply to the SFN, its Citizens or Settlement Land
- RESPONSIBLE PARTY:** Yukon, SFN
- PARTICIPANT / LIAISON:** None identified
- REFERENCED CLAUSES:** 13.5.6 Where the Commissioner in Executive Council is of the opinion that a law enacted by the Selkirk First Nation has rendered a Yukon Law of General Application partially inoperative and that it would unreasonably alter the character of a Yukon Law of General Application or that it would make it unduly difficult to administer that Yukon Law of General Application in relation to the Selkirk First Nation, Citizens or Settlement Land, the Commissioner in Executive Council may declare that the Yukon Law of General Application ceases to apply in whole or in part to the Selkirk First Nation, Citizens or Settlement Land.
- 13.5.7 Prior to making a declaration pursuant to 13.5.6:
- 13.5.7.1 ~~the Yukon shall~~ Consult with the Selkirk First Nation and identify solutions, including any amendments to Yukon Legislation, that the Yukon considers would meet the objectives of the Selkirk First Nation; and
- 13.5.7.2 after Consultation pursuant to 13.5.7.1, where the Yukon and the Selkirk First Nation agree that the Yukon Law of General Application should be amended, the Yukon shall propose such amendment to the Legislative Assembly within a reasonable period of time.
- CROSS REFERENCES:** 13.5.5

RESPONSIBILITY	ACTIVITIES	TIMING
Yukon	Analyse SFN law for impact on Yukon Laws of General Application.	Following receipt of the SFN law
Yukon	If the Commissioner in Executive Council is of the opinion that the SFN law has rendered a Yukon Law of General Application partially inoperative, notify SFN of the need to initiate Consultation.	As necessary
Yukon, SFN	Develop arrangements and procedures identifying contacts, timelines, general information guidelines and any other information required by the parties to ensure Consultation consistent with the Agreement.	As soon as practicable after SFN is notified about the need to initiate Consultation

SELKIRK FIRST NATION

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

Yukon	Notify SFN of its concerns regarding the impact of the SFN law on a Yukon Law of General Application and identify possible solutions.	As soon as practicable after the arrangements and procedures for Consultation have been completed
SFN	Prepare and present views to Yukon.	Within a reasonable time period as set out in the arrangements and procedures for Consultation
Yukon	Provide full and fair consideration to views of SFN.	After views presented to Yukon
Yukon	If Yukon and SFN agree that the Yukon Law of General Application should be amended, draft and propose amendments to Yukon Legislation.	As necessary
Commissioner in Executive Council	If the Yukon Law of General Application is not amended to rectify the matter, declare that the Yukon Law of General Application ceases to apply in whole or in part to SFN Settlement Land or Citizens, as the case may be.	At discretion of Commissioner in Executive Council
SFN and Yukon	Notify SFN Citizens and Yukon staff responsible for administration or enforcement of the Yukon Law of General Application of the outcome, as may be necessary.	Upon resolution of the matter

SELKIRK FIRST NATION

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

PROJECT: Parties to negotiate administration of justice agreement

RESPONSIBLE PARTY: SFN, Canada, Yukon

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES:

13.6.1 The Parties shall enter into negotiations with a view to concluding an agreement in respect of the administration of the Selkirk First Nation justice provided for in 13.3.17.

13.6.2 Negotiations respecting the administration of justice shall deal with such matters as adjudication, civil remedies, punitive sanctions including fine, penalty and imprisonment for enforcing any law of the Selkirk First Nation, prosecution, corrections, law enforcement, the relation of any Selkirk First Nation courts to other courts and any other matter related to aboriginal justice to which the Parties agree.

13.6.3 Notwithstanding anything in this Agreement, the Selkirk First Nation shall not exercise its power pursuant to 13.3.17 until the expiry of the time described in 13.6.6, unless an agreement is reached by the Parties pursuant to 13.6.1 and 13.6.2.

13.6.6 The provisions in 13.6.4 are interim provisions and shall expire five years from the Effective Date or on the effective date of the agreement concluded pursuant to 13.6.1 and 13.6.2, whichever is earlier.

CROSS REFERENCES: 13.6.4 (all), 13.6.5 (all)

RESPONSIBILITY	ACTIVITIES	TIMING
SFN	Prepare for negotiation of administration of justice agreement.	Prior to negotiations
SFN	Notify Canada of desire to initiate negotiations.	At discretion
SFN, Yukon, Canada	Prepare workplan identifying time lines and resources for negotiations.	Within 60 days after notification, or as soon thereafter as the parties agree is reasonable
Canada	Provide funding as agreed to in the workplan.	Within 60 days of workplan completion, or as soon thereafter as the parties agree is reasonable
SFN, Yukon, Canada	Negotiate administration of justice agreement.	Negotiations to begin within two years of Effective Date, or as soon thereafter as the Parties agree is reasonable

**SELKIRK FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

PLANNING ASSUMPTIONS

1. Pursuant to 3.6 of the SFNSGA Plan, Canada shall provide a negotiated level of funding for the participation of the SFN in negotiations in respect of administration of justice. This funding shall be set out in a budget identified in the workplan negotiated with Canada prior to the negotiations.
2. Canada shall provide to Yukon a level of funding to be negotiated by Canada and Yukon to support Yukon's participation in the negotiation of administration of justice agreements contemplated by the SFNSGA.

**SELKIRK FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

- PROJECT:** Interim arrangements for administration of justice
- RESPONSIBLE PARTY:** SFN, Yukon
- PARTICIPANT / LIAISON:** Canada
- REFERENCED CLAUSES:** 13.6.4 Until the expiry of the time described in 13.6.6 or an agreement is entered into pursuant to 13.6.1 and 13.6.2:
- 13.6.4.1 The Selkirk First Nation shall have the power to establish penalties of fines up to \$5000 and imprisonment to a maximum of six months for the violation of a law enacted by the Selkirk First Nation;
 - 13.6.4.2 the Supreme Court of the Yukon Territory, the Territorial Court of the Yukon, and the Justice of the Peace Court shall have jurisdiction throughout the Yukon to adjudicate in respect of laws enacted by the Selkirk First Nation in accordance with the jurisdiction designated to those courts by Yukon Law except that any offence created under a law enacted by the Selkirk First Nation shall be within the exclusive original jurisdiction of the Territorial Court of the Yukon;
 - 13.6.4.3 any offence created under a law enacted by the Selkirk First Nation shall be prosecuted as an offence against an enactment pursuant to the Summary Convictions Act, R.S.Y. 1986, c. 164 by prosecutors appointed by the Yukon; and
 - 13.6.4.4 any term of imprisonment ordered by the Territorial Court of the Yukon pursuant to 13.6.4.1 shall be served in a correctional facility pursuant to the Corrections Act, R.S.Y., 1986c.36.
- CROSS REFERENCES:** 13.1 (all), 13.2 (all), 13.3 (all), 13.6.5 (all), 13.6.6, 13.6.7

RESPONSIBILITY	ACTIVITIES	TIMING
SFN	Research and establish penalties under SFN law that are consistent with the interim justice provisions as part of lawmaking activity.	As decided by SFN
SFN, Yukon, Canada	Develop arrangements and procedures required for co-ordination of activities between Yukon, Canada and SFN, as appropriate, for interim justice.	Concurrent with development of SFN laws which create offenses
SFN	Enforce SFN laws.	As required

**SELKIRK FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

Yukon

Unless otherwise ordered by a court or agreed to pursuant to SFNSGA 13.6.5.2, administer justice in accordance with 13.6.4, including, but not limited to, prosecution of offenses under SFN laws, administering dispositions and enforcing judgements, providing probation and corrections services, and any other activities that may be required.

As required

**SELKIRK FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN: ANNEX A - ACTIVITY SHEETS**

- PROJECT:** Enactment of SFN laws in relation to taxation
- RESPONSIBLE PARTY:** SFN
- PARTICIPANT / LIAISON:** Government
- REFERENCED CLAUSES:**
- 14.1 The Selkirk First Nation shall have the power to enact laws in relation to:
 - 14.1.1 taxation, for local purposes, of interests in Settlement Land and of occupants and tenants of Settlement Land in respect of their interests in those lands, including assessment, collection and enforcement procedures and appeals relating thereto;
 - 14.1.2 other modes of direct taxation of Citizens (and, if agreed under 14.5.2, other persons and entities) within Settlement Land to raise revenue for the Selkirk First Nation purposes; and
 - 14.1.3 the implementation of measures made pursuant to any taxation agreement entered into pursuant to 14.8.
 - 14.3 The Selkirk First Nation shall not exercise its power to enact laws pursuant to 14.1.1 until the expiration of three years following the Effective Date, or until such earlier time as may be agreed between the Selkirk First Nation and the Yukon.
 - 14.4 The Selkirk First Nation shall not exercise its power to enact laws pursuant to 14.1.2 until the expiration of three years following the Effective Date.
- CROSS REFERENCES:** 8.4 (all), 13.5.3, 13.5.5, 13.5.6, 13.5.7 (all), 13.6.0 (all), 14.2, 14.5 (all), 14.6 (all), 14.8, 20.0 (all), 21.1, 21.2, 21.3, 21.4

RESPONSIBILITY	ACTIVITIES	TIMING
SFN	Prepare law(s).	At discretion
SFN	Enact law(s).	After 3 years following Effective Date, or in the case of SFNSGA 14.1.1 or 14.1.3, earlier as may be agreed upon by the SFN and Yukon
SFN	Provide Yukon with copy of enacted law(s).	As soon as practicable after enactment

SELKIRK FIRST NATION

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

SFN

Inform those affected by enacted law(s), such as Citizens, holders of interests in Settlement Land, and occupants and tenants of Settlement Land.

Prior to or as soon as practicable after enactment

SELKIRK FIRST NATION

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

PROJECT: *Negotiations on coordination of taxation*

RESPONSIBLE PARTY: SFN, Canada

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 14.5 After the expiration of one year following the Effective Date, or at such earlier time as may be agreed by Canada and the Selkirk First Nation, Canada and the Selkirk First Nation shall make reasonable efforts to negotiate agreements on:

14.5.1 the manner in which the Selkirk First Nation's power to enact taxation laws under 14.1.2 shall be coordinated with existing tax systems; and

14.5.2 the extent, if any, to which the power provided for in 14.1.2 should be extended to apply to other persons and entities within Settlement Land.

CROSS REFERENCES: 14.1, 14.1.2, 14.9

RESPONSIBILITY	ACTIVITIES	TIMING
SFN	<i>Research taxation.</i>	<i>Prior to negotiations</i>
SFN	Notify Canada of desire to initiate negotiations.	At discretion
SFN and Canada	Prepare workplan identifying time lines and resources for negotiations.	Within 60 days after notification, or as soon thereafter as the parties agree is reasonable
Canada	Provide funding as agreed to in the workplan.	Within 60 days of workplan completion, or as soon thereafter as the parties agree is reasonable
SFN and Canada	Make reasonable efforts to negotiate taxation agreement.	After one year following the Effective Date or earlier as may be agreed upon by Canada and SFN

PLANNING ASSUMPTIONS

1. Pursuant to 3.6 of the SFNSGA Plan, Canada shall provide a negotiated level of funding for the participation of the SFN in taxation agreement negotiations. This funding shall be set out in a budget identified in the workplan negotiated with Canada prior to the negotiations.
2. The responsible parties will endeavour to inform the Yukon of the progress of the negotiations.

SELKIRK FIRST NATION

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

PROJECT: Sharing of tax room in respect of property taxes or an adjustment in amounts referred to in 14.9

RESPONSIBLE PARTY: SFN, Yukon

PARTICIPANT / LIAISON: Canada

REFERENCED CLAUSES:

14.6 When the Selkirk First Nation exercises its jurisdiction, or assumes responsibility, for the management, administration and delivery of local services and, as a consequence, exercises property taxation powers under 14.1.1, the Yukon shall undertake to ensure a sharing of tax room in respect of property taxes or an adjustment in amounts referred to in 14.9, as the case may be, which is equitable.

14.6.1 To the extent that the Selkirk First Nation imposes property taxation for local purposes, the Yukon shall ensure that Yukon municipalities do not incur any consequential net loss.

14.6.2 The Selkirk First Nation and the Yukon shall enter into negotiations as necessary to provide for the efficient delivery of local services and programs.

14.8 The Yukon Minister of Finance may enter into taxation agreements with the Selkirk First Nation.

CROSS REFERENCES: 14.1, 14.1.1, 14.3, 14.9, 26.0 (all)

RESPONSIBILITY	ACTIVITIES	TIMING
SFN	Research and develop policies regarding property taxation of interests on Settlement Land.	At discretion
SFN	Notify Yukon and Canada of desire to initiate negotiations.	At discretion
SFN, Yukon, Canada	Prepare workplan identifying time lines and resources for negotiations.	Within 60 days after notification, or as soon thereafter as the parties agree is reasonable
Canada	Provide funding as agreed to in the workplan.	Within 60 days of workplan completion, or as soon thereafter as the parties agree is reasonable

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Yukon, SFN	Negotiate SFN exercise of property tax power including sharing of tax room by Yukon or an adjustment in amounts referred to in 14.9, as the case may be, and arrangements for the efficient delivery of local services and programs if appropriate.	In accordance with the workplan
Yukon, SFN	Propose to other party to enter into a taxation agreement pursuant to 14.8 of the SFNSGA.	At discretion
SFN, Yukon, Canada	If SFN and Yukon Minister of Finance decide to enter into taxation agreements pursuant to 14.8, prepare workplan identifying time lines and resources for negotiations.	Prior to negotiations
Yukon, SFN	Negotiate taxation agreements.	In accordance with the workplan

PLANNING ASSUMPTIONS

1. Pursuant to 3.6 of the SFNSGA Plan, Canada shall provide a negotiated level of funding for the participation of the SFN in taxation agreement negotiations. This funding shall be set out in a budget identified in the workplan negotiated with Canada prior to the negotiations.
2. Canada shall provide to Yukon a level of funding to be negotiated by Canada and Yukon to support Yukon's participation in the negotiation of the taxation agreements contemplated by the SFNSGA.

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

PROJECT: Recommendation of Legislation to provide taxation powers or exemptions

RESPONSIBLE PARTY: Canada, SFN

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 14.7 Where, following the ratification date of this Agreement, Parliament enacts Legislation providing:

14.7.1 taxation powers to an Indian government other than those provided for in this Agreement; or

14.7.2 tax exemptions for an Indian government, or an entity owned by an Indian government, other than those provided for in this Agreement,

Canada shall, upon the request in writing of the Selkirk First Nation, recommend Legislation to the appropriate legislative authority to provide the Selkirk First Nation with those other powers or exemptions on the same terms as are set out in the Legislation which provides the powers or exemptions to the other Indian government or entity.

CROSS REFERENCES: None identified

RESPONSIBILITY	ACTIVITIES	TIMING
SFN	Monitor and research desirability of incorporating tax powers or exemptions as provided to other Indian Governments through federal Legislation.	After federal Legislation regarding Indian Government taxation powers or tax exemption is enacted
SFN	Make request in writing for Canada to recommend Legislation.	At discretion
SFN, Canada	Discuss and agree on terms of Legislation.	At discretion of SFN
Canada	Recommend taxation Legislation to appropriate legislative authority.	After request by SFN

SELKIRK FIRST NATION

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

PROJECT: Payment by SFN to taxing authority of an amount equivalent to Property Taxes

RESPONSIBLE PARTY: Yukon, SFN, taxing authority

PARTICIPANT / LIAISON: Canada

REFERENCED CLAUSES: 14.9 Settlement Land, other than Fee Simple Settlement Land, shall be exempt from Property Taxes provided that the Selkirk First Nation shall pay annually to the taxing authority in respect of that Settlement Land, an amount equal to the aggregate of the amount of taxes which would be payable to the taxing authority for that year under the Laws of General Application if that land was not exempt from Property taxes.

CROSS REFERENCES: 14.10; SFNFA 26.4.0 (all); SFNFA Plan Annex A 20.7.1

RESPONSIBILITY	ACTIVITIES	TIMING
Yukon, SFN	Discuss and attempt to reach agreement on which properties on SFN Settlement Land would be subject to property tax under the Laws of General Application.	As soon as practicable after the Effective date and prior to finalization of assessment roll
<u>In the year of Effective Date:</u>		
Yukon	Provide SFN a listing of Settlement Land which would be subject to property tax and amount of tax that would be payable under Laws of General Application.	No later than 90 days after Effective Date in the year of Effective Date
SFN, Yukon	Review list and amount of taxes that would be payable under Laws of General Application.	As soon as practicable
SFN	Make payment to taxing authority.	No later than 180 days after the Effective Date or July 2, whichever is the later
<u>In subsequent years:</u>		
Taxing authority	Provide SFN with a listing of Settlement Land which would be subject to property tax and amount of tax that would be payable under Laws of General Application.	Annually, by May 15
SFN, taxing authority	Review list and amount of taxes that would be payable under Laws of General Application.	As soon as practicable
SFN	Make payment to taxing authority.	Annually, by July 2

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PLANNING ASSUMPTIONS

1. In order to determine the amount of taxes that would be payable under the Laws of General Application pursuant to SFNSGA 14.9, Settlement Land, other than Fee Simple Settlement Land, will be assessed under the Assessment and Taxation Act, R.S.Y. 1986, c.10 and the assessment appeal process under that Act will also apply.

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PROJECT: Assistance to SFN with payment of the amounts referred to in 14.9

RESPONSIBLE PARTY: Canada, SFN

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 14.10 During a 10-year transitional period beginning with the Effective Date, Canada shall assist the Selkirk First Nation with the payment of the amounts referred to in 14.9. The Assistance shall be 100 percent in year one, decreasing by 10 percentage points per year, to 10 percent in year 10. During such time, Canada shall have the same rights in respect of any assessment as a property owner.

CROSS REFERENCES: 14.9; SFNFA Plan Annex A 20.7.1

RESPONSIBILITY	ACTIVITIES	TIMING
<u>If the Effective Date falls on January 1:</u>		
Canada, SFN	Prepare a multi-year funding arrangement with the SFN to reimburse the amounts equivalent to the Property Taxes that would be payable under the Laws of General Application if the land were not exempt from Property Taxes. Forward the multi-year funding arrangement to SFN.	As soon as practicable after Effective Date
SFN	Return signed multi-year funding arrangement to Canada.	As soon as practicable after signing multi-year funding arrangement
SFN	Provide to Canada evidence of the amounts paid pursuant to 14.9 by SFN for each calendar year.	As soon as practicable after the amounts are paid by SFN, in the year of the Effective Date and each subsequent year for nine years
Canada	Following receipt of information from SFN about the amount paid by SFN in a calendar year, calculate the amount of the assistance to be paid.	Annually, as soon as practicable after receipt of information from SFN
Canada	Pay to SFN the amount of assistance stipulated in the funding arrangement.	As soon as practicable

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If the Effective Date falls on a day between January 2 and December 31, inclusive:

Canada	Prepare a multi-year funding arrangement with the SFN to reimburse the amounts equivalent to the Property Taxes that would be payable under the Laws of General Application if the land were not exempt from Property Taxes. Forward the multi-year funding arrangement to SFN.	As soon as practicable after Effective Date
SFN	Return signed multi-year funding arrangement to Canada.	As soon as practicable after signing multi-year funding arrangement
SFN	Provide to Canada evidence of the amounts paid by SFN pursuant to 14.9 for each calendar year.	As soon as practicable after the amounts are paid by SFN, in the year of the Effective Date and each subsequent year for ten years
Canada	Following receipt of information from SFN about the amount paid by SFN in a calendar year, calculate the amount of the assistance to be paid.	Annually, as soon as practicable after receipt of information from SFN
Canada	Pay to SFN the amount of assistance stipulated in the multi-year funding arrangement.	As soon as practicable

PLANNING ASSUMPTIONS

1. If the Effective Date of the SFNSGA falls on a day other than January 1, the following formulas will be used to calculate the amount of assistance to be paid for each of the ten years for which assistance with payment of the amounts referred to in 14.9 is to be provided. The amount of the assistance provided for each of the ten years will be in respect of portions of two calendar years, calculated as follows:

- X = the number of days in the calendar year from January 1 up to and including the day prior to the Effective Date or the anniversary thereof;
- Y = the number of days remaining in the calendar year, from the Effective Date or anniversary thereof to December 31, inclusive; and,
- T = the amounts referred to in 14.9 paid by SFN for that calendar year.

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

Assistance:

YEAR 1:	$(T \times Y/365) \times 100\%$	=	_____
YEAR 2:	$(T \times X/365) \times 100\% + (T \times Y/365) \times 90\%$	=	_____
YEAR 3:	$(T \times X/365) \times 90\% + (T \times Y/365) \times 80\%$	=	_____
YEAR 4:	$(T \times X/365) \times 80\% + (T \times Y/365) \times 70\%$	=	_____
YEAR 5:	$(T \times X/365) \times 70\% + (T \times Y/365) \times 60\%$	=	_____
YEAR 6:	$(T \times X/365) \times 60\% + (T \times Y/365) \times 50\%$	=	_____
YEAR 7:	$(T \times X/365) \times 50\% + (T \times Y/365) \times 40\%$	=	_____
YEAR 8:	$(T \times X/365) \times 40\% + (T \times Y/365) \times 30\%$	=	_____
YEAR 9:	$(T \times X/365) \times 30\% + (T \times Y/365) \times 20\%$	=	_____
YEAR 10:	$(T \times X/365) \times 20\% + (T \times Y/365) \times 10\%$	=	_____
YEAR 11:	$(T \times X/365) \times 10\%$	=	_____

SELKIRK FIRST NATION

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

PROJECT: Withdrawal of delivery of services for non-payment after two years of the amounts referred to in 14.9

RESPONSIBLE PARTY: Taxing authority

PARTICIPANT / LIAISON: SFN

REFERENCED CLAUSES: 14.11 Notwithstanding Laws of General Application, Settlement Land shall not be subject to attachment, seizure or sale for non-payment of the amounts referred to in 14.9. If any such amounts remain unpaid for more than two years, the taxing authority may withdraw the delivery of any or all services to Settlement Land until the outstanding amounts have been paid.

14.12 If amounts referred to in 14.9 remain unpaid six months after the withdraw of any service under 14.11, the taxing authority may attach the assets of the Selkirk First Nation in addition to all other remedies including the filing of a lien or other instrument against Settlement Land.

CROSS REFERENCES: 14.9

RESPONSIBILITY	ACTIVITIES	TIMING
Taxing authority	Provide SFN with initial notice using double registered mail of the possible withdrawal of delivery of any or all services to such Settlement Land if amounts referred to in 14.9 are not paid within six months of date of notice.	If amount referred to in 14.9 is owing for more than 18 months
Taxing authority	Notify SFN by double registered mail that services may be withdrawn by a specific date (six months after issuance of initial notice) if amounts referred to in 14.9 are not paid by that date.	If amounts referred to in 14.9 remain unpaid after two years
Taxing authority	Provide notice to SFN if taxing authority decides to attach the assets of the SFN and/or to initiate other remedies.	If amounts referred to in 14.9 remain unpaid six months after the withdrawal of services under 14.11

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

- PROJECT:** SFN performing a function of government for the purpose of paragraph 149(1)(c) of the Income Tax Act, S.C. 1970-71-72, c. 63
- RESPONSIBLE PARTY:** SFN
- PARTICIPANT / LIAISON:** None identified
- REFERENCED CLAUSES:** 15.1 The Selkirk First Nation shall, for the purposes of paragraph 149(1)(c) of the Income Tax Act, S.C. 1970-71-72, c. 63 be deemed to be a public body performing a function of government in Canada for each taxation year of the Selkirk First Nation where, at all times during the year:
- 15.1.1 all of its real property and all or substantially all of its tangible personal property was situate on Settlement Land;
 - 15.1.2 it did not carry on any business other than a business carried on by it on Settlement Land, the primary purpose of which was to provide goods or services to Citizens or residents of Settlement Land; and
 - 15.1.3 all or substantially all of its activities were devoted to the exercise of its powers of government authorized under this Agreement, Self-Government Legislation, its Settlement Agreement or Settlement Legislation,
- and for these purposes, the taxation year of the Selkirk First Nation shall be the calendar year or such other fiscal period as the Selkirk First Nation may elect.
- CROSS REFERENCES:** None identified

RESPONSIBILITY	ACTIVITIES	TIMING
SFN	Prepare initial list of and situation of all of the real and tangible personal property in accordance with tax requirements (paragraph 149(1)(c) <u>Income Tax Act</u> , S.C. 1970-71-72 c. 63).	Prior to the end of the SFN's first fiscal year following Effective Date
SFN	Maintain list and situation of all real and tangible personal property.	Ongoing
SFN	Maintain records of the activities required for the exercise of the powers of government pursuant to SFNSGA 15.1.3.	Ongoing

SELKIRK FIRST NATION

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

PROJECT: Taxation of SFN "subsidiaries"

RESPONSIBLE PARTY: SFN

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 15.3 No tax shall be payable under the Income Tax Act, S.C. 1970-71-72, c. 63 for a taxation year on the income property or capital of a corporation, in this clause referred to as "the subsidiary", where, at all times during the year:

15.3.1 all the shares and capital of the subsidiary are owned by the Selkirk First Nation or by another subsidiary that satisfies the requirements of 15.3.1, 15.3.2, 15.3.3, 15.3.4 and 15.3.5;

15.3.2 no part of the earnings of the subsidiary are available to any person other than the Selkirk First Nation or to another subsidiary that satisfies the requirements of 15.3.1, 15.3.2, 15.3.3, 15.3.4, and 15.3.5;

15.3.3 all of the real property and all or substantially all of the tangible personal property of the subsidiary is situate on Settlement Land;

15.3.4 the subsidiary did not carry on any business other than a business carried on by it on Settlement Land, the primary purpose of which was to provide goods or services to Citizens or residents of Settlement Land, provided that any revenue arising from the provision of goods or services to persons other than Citizens or residents of Settlement Land comprises only an incidental portion of the total revenue from the business; and

15.3.5 the subsidiary was not a Settlement Corporation established pursuant to Chapter 20 of the Final Agreement.

CROSS REFERENCES: None identified

RESPONSIBILITY	ACTIVITIES	TIMING
SFN	Maintain share register.	As required

SELKIRK FIRST NATION

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

PROJECT: Negotiation of terms of a new SFNFTA

RESPONSIBLE PARTY: SFN, Canada

PARTICIPANT / LIAISON: Yukon

REFERENCED CLAUSES: 16.12 At least one year prior to the date of expiry of the then current self-government financial transfer agreement Canada and the Selkirk First Nation shall begin negotiating the terms of a new self-government financial transfer agreement. Until a new agreement has been concluded, the financing provisions of the expiring self-government financial transfer agreement, other than those dealing with start-up and one-time cost, shall continue for a further two years or for such period as may be agreed by Canada and the Selkirk First Nation.

CROSS REFERENCES: 6.6, 6.6.2, 16.1, 16.14, 16.15, 24.1, 24.4, 24.5; SFNFTA 12.0 (all)

RESPONSIBILITY	ACTIVITIES	TIMING
SFN, Canada	Prepare to negotiate a new SFNFTA.	At least one year prior to the expiry of the then current SFNFTA, and in sufficient time to complete the negotiation of a subsequent SFNFTA
SFN, Canada	Negotiate a subsequent SFNFTA pursuant to the provisions in SFNSGA 16.0.	At least one year prior to the expiry of the then current SFNFTA, in accordance with SFNFTA 12.7

SELKIRK FIRST NATION

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

PROJECT: Negotiation of assumption of responsibilities by SFN

RESPONSIBLE PARTY: SFN, Government

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 17.1 During the term of a self-government financial transfer agreement the Selkirk First Nation and Government shall negotiate the assumption of responsibility by the Selkirk First Nation for the management, administration and delivery of any program or service within the jurisdiction of the Selkirk First Nation, whether or not the Selkirk First Nation has enacted a law respecting such matter.

17.2 The Selkirk First Nation shall notify Government by March 31st of each year of its priorities for negotiations pursuant to 17.1 for the fiscal year beginning April 1st of that year. Within 60 days of receipt of such notification, the Parties shall prepare a workplan to address the Selkirk First Nation's priorities for negotiation. The workplan shall identify time lines and resources available for negotiations.

CROSS REFERENCES: 16.0 (all), 17.3 (all), 17.4, 17.5, 17.6, 18.0 (all), 24.2, 24.2.2, 24.3, 24.4, 24.5; SFNFA 26.4.0 (all); SFNSGA Plan paragraph 3.6.1

RESPONSIBILITY	ACTIVITIES	TIMING
SFN	Research areas where SFN wishes to assume responsibility for management of a program or service within SFN jurisdiction.	At discretion
<u>In the first year in which the SFNSGA is in effect:</u>		
SFN	Notify Government of priorities for program or service transfer negotiations for that fiscal year.	Within 90 days of Effective Date and, in any case, no later than August 1
SFN, Government	Prepare workplan identifying time lines and resources for negotiations.	Within 60 days of notification by SFN
Canada	Provide funding as agreed to in the workplan.	Within 60 days of workplan completion, or as soon thereafter as the parties agree is reasonable
SFN, Government	Negotiate program or service transfer and prepare implementation plan pursuant to SFNSGA 17.4.	Pursuant to the workplan
SFN, Canada	Negotiate funding agreement in accordance with SFNSGA 17.5 or 17.6.	Pursuant to the workplan

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

After Effective Date:

SFN	Notify Government of priorities for program or service transfer negotiations for next fiscal year.	By March 31 each year
SFN, Government	Prepare workplan identifying time lines and resources for negotiations.	Within 60 days of notification by SFN
Canada	Provide funding as agreed to in the workplan.	Within 60 days of workplan completion, or as soon thereafter as the parties agree is reasonable
SFN, Government	Negotiate program or service transfer, and prepare implementation plan pursuant to SFNSGA 17.4.	Pursuant to the workplan
SFN, Canada	Negotiate funding agreement in accordance with SFNSGA 17.5 or 17.6.	Pursuant to the workplan

PLANNING ASSUMPTIONS

1. Pursuant to 3.6 of the SFNSGA Plan, Canada shall provide a negotiated level of funding for the participation of the SFN in program or service transfer negotiations. This funding shall be set out in a budget identified in the workplan negotiated with Canada prior to the negotiations.

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

- PROJECT:** Government of Yukon financial contributions
- RESPONSIBLE PARTY:** Yukon, Canada
- PARTICIPANT / LIAISON:** None identified
- REFERENCED CLAUSES:**
- 18.1 The contribution of the Yukon shall be subtracted from the expenditure base of any fiscal transfer arrangement in effect at the time, and shall be calculated by Government to be the aggregate of the following:
- 18.1.1 the savings in expenditures realized by the Yukon as a result of the Selkirk First Nation's assumption of responsibility for programs and services, taking into account efficiency and economy as well as losses in efficiency that result from the Yukon's continuing responsibility for such programs and services; minus
- 18.1.2 an amount equal to losses in tax revenues resulting from the Selkirk First Nation occupying tax room previously occupied by the Yukon, but only if the revenue capacity associated with the tax room previously occupied by Yukon remains included in the revenue capacity of the Yukon for the purpose of determining the federal fiscal transfer; minus
- 18.1.3 the monetary value of technical assistance and other contributions in kind provided by the Yukon; as well as
- 18.1.4 any other factors as Canada and the Yukon may agree,
- but in all cases, the Yukon shall continue to have the capacity to provide to Yukon residents the services for which it remains responsible, at a level or quality comparable to those prevailing prior to assumption of responsibility by the Selkirk First Nation for the programs and services.
- 18.2 Any one-time net savings to the Yukon resulting from the Selkirk First Nation's assumption of responsibilities shall be paid by the Yukon to Canada in instalments of an amount and in accordance with a schedule to be agreed upon.
- 18.3 The calculation of net savings pursuant to 18.0 shall be made solely at the time that the Selkirk First Nation initially assumes responsibility for that program or service or part thereof.
- 18.4 Should there be no fiscal transfer arrangement as contemplated in 18.1 that is in effect at the time, then the Yukon contribution shall be provided for under an agreement to be negotiated by Canada and the Yukon, and shall be based on the stipulations enumerated in 18.1.
- CROSS REFERENCES:** 24.2, 24.2.1

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

RESPONSIBILITY	ACTIVITIES	TIMING
Yukon, Canada	Calculate Yukon contribution and make financial adjustments in accordance with SFNSGA 18.0 (all).	As the parties agree

SELKIRK FIRST NATION

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

PROJECT: Consideration of revenue capacity associated with tax base

RESPONSIBLE PARTY: SFN, Canada

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 19.1 If the Selkirk First Nation has access to a tax base, the revenue capacity associated with that tax base may be considered in determining the level of funding to be received pursuant to the Selkirk First Nation self-government financial transfer agreement, provided that:

19.1.1 the revenue capacity associated with the tax base will be subject to offset at a ratio of less than 1:1;

19.1.2 any such revenue capacity shall be excluded entirely from such consideration for a period of two years following the date that the Selkirk First Nation obtains access to that tax base; and

19.1.3 the tax rate or rates used to measure revenue capacity during a further period beyond the initial two years shall take into account the capability of the Selkirk First Nation to exploit that tax base.

CROSS REFERENCES: 14.0 (all), 16.3 (all), 16.12

RESPONSIBILITY	ACTIVITIES	TIMING
SFN and Canada	Estimate and agree upon the revenue capacity of the tax base.	Two years following SFN's access to tax base
SFN and Canada	Determine and agree upon the capability of the SFN to exploit that tax base.	As required
SFN and Canada	Determine and agree upon the ratio to be used in the fiscal transfer agreement.	As required

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

PROJECT: Establishment and maintenance of a register of laws

RESPONSIBLE PARTY: SFN

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 21.1 The Selkirk First Nation government shall maintain at its principal administrative offices a register of all laws enacted by the Selkirk First Nation.

CROSS REFERENCES: 13.0, 14.1, 21.3, 21.4

RESPONSIBILITY	ACTIVITIES	TIMING
SFN	Establish register of laws.	Upon enactment of the first law
SFN	Maintain laws and amendments in SFN register.	As required

PLANNING ASSUMPTIONS

1. The Constitution will also be maintained in the register of laws.

SELKIRK FIRST NATION

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

PROJECT: Establishment of a central registry of constitutions and laws

RESPONSIBLE PARTY: SFN, YFNs

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 21.2 The Selkirk First Nation shall enter into negotiations with other Yukon First Nations with a view to concluding an agreement to establish a central registry of constitutions and laws enacted by Yukon First Nations.

CROSS REFERENCES: 21.3, 21.4

RESPONSIBILITY	ACTIVITIES	TIMING
YFNs	Negotiate to establish central registry.	As the YFNs agree
YFNs	Maintain constitutions, laws and amendments in central registry.	As required

SELKIRK FIRST NATION

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

PROJECT: Development of a list of SFN Citizens
RESPONSIBLE PARTY: SFN
PARTICIPANT / LIAISON: None identified
REFERENCED CLAUSES: 21.5 The Selkirk First Nation shall forward to Government a list of Citizens and any alterations to that list forthwith after they occur.
CROSS REFERENCES: 10.1.1

RESPONSIBILITY	ACTIVITIES	TIMING
SFN	Develop system to record Citizens.	After federal Order in Council giving effect to SFNSGA
SFN	Prepare and provide initial list to Canada and Yukon.	As soon as possible following Effective Date
SFN	Provide revised list to Canada and Yukon as alterations occur.	As necessary

PLANNING ASSUMPTIONS

1. An advance of federal one-time funding for the development of a system to record Citizens 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: Preparation, maintenance and publishing of SFN accounts

RESPONSIBLE PARTY: SFN

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 22.1 The Selkirk First Nation shall prepare, maintain and publish its accounts in a manner consistent with the standards generally accepted for governments in Canada.

CROSS REFERENCES: 10.1.3

RESPONSIBILITY	ACTIVITIES	TIMING
SFN	Prepare, maintain and publish accounts in a manner consistent with the standards generally accepted for governments in Canada.	As required

PLANNING ASSUMPTIONS

1. Professional advice may be required concerning the accounting standards generally accepted for governments in Canada and concerning consistency with SFN financial administration legislation.

SELKIRK FIRST NATION

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

PROJECT: Resolution of dispute over the terms of the SFNFTA

RESPONSIBLE PARTY: SFN, Canada

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 24.1 If the Selkirk First Nation and Canada do not agree to the terms of a self-government financial transfer agreement provided for in 16.0, either party may refer the matter to mediation under 26.4.0 of the Final Agreement.

24.4 The parties to a dispute described in 24.1 to 24.3 which is not resolved by mediation under 26.6.0 of the Final Agreement may agree to refer the dispute to arbitration under 26.7.0 of the Final Agreement and the arbitrator shall have the authority provided in 26.7.3 of the Final Agreement to resolve the dispute.

CROSS REFERENCES: 16.0 (all), 24.5; SFNFA 26.4.0 (all), 26.6.0 (all), 26.7.0 (all)

RESPONSIBILITY	ACTIVITIES	TIMING
SFN or Canada	At discretion of either party, refer dispute over the terms of the SFNFTA to mediation process, under SFNFA 26.4.0.	As necessary
SFN, Canada	Prepare for mediation.	As necessary
SFN, Canada	Participate in mediation process.	As necessary
SFN, Canada	If mediation does not resolve dispute and parties agree, refer dispute to arbitration under SFNFA 26.7.0.	As necessary
SFN, Canada	Prepare for arbitration.	As necessary
SFN, Canada	Participate in arbitration process.	As necessary

SELKIRK FIRST NATION

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

PROJECT: Resolution of dispute in program or service transfer negotiations, or over contributions of the Yukon

RESPONSIBLE PARTY: SFN, Canada, Yukon

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 24.2 If the Selkirk First Nation, Canada, or the Yukon do not agree:

24.2.1 to the calculation of the contribution of the Yukon provided for in 18.1; or,

24.2.2 in the negotiations for the transfer of programs or services provided for in 17.0,

any party may refer the matter to mediation under 26.4.0 of the Final Agreement.

24.4 The parties to a dispute described in 24.1 to 24.3 which is not resolved by mediation under 26.6.0 of the Final Agreement may agree to refer the dispute to arbitration under 26.7.0 of the Final Agreement and the arbitrator shall have the authority provided in 26.7.3 of the Final Agreement to resolve the dispute.

CROSS REFERENCES: 17.0 (all), 18.0 (all); SFNFA 26.4.0 (all), 26.6.0 (all), 26.7.0 (all)

RESPONSIBILITY	ACTIVITIES	TIMING
SFN and/or Canada and/or Yukon	At discretion of any party, refer dispute regarding program or service transfer negotiation or contributions of the Yukon to mediation process under SFNFA 26.4.0.	As necessary
The parties to the dispute	Prepare for mediation.	As necessary
The parties to the dispute	Participate in mediation processes.	As necessary
The parties to the dispute	If mediation does not resolve dispute and parties agree, refer dispute to arbitration under SFNFA 26.7.0.	As necessary
The parties to the dispute	Prepare for arbitration.	As necessary
The parties to the dispute	Participate in arbitration process.	As necessary

SELKIRK FIRST NATION

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

PROJECT: Resolution of dispute not covered by SFNSGA 24.1 or 24.2

RESPONSIBLE PARTY: SFN, Canada, Yukon

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 24.3 A dispute respecting this Agreement not described in 24.1 or 24.2 may be referred to mediation under 26.4.0 of the Final Agreement upon agreement of the Parties.

24.4 The parties to a dispute described in 24.1 to 24.3 which is not resolved by mediation under 26.6.0 of the Final Agreement may agree to refer the dispute to arbitration under 26.7.0 of the Final Agreement and the arbitrator shall have the authority provided in 26.7.3 of the Final Agreement to resolve the dispute.

CROSS REFERENCES: 24.1, 24.2; SFNFA 26.4.0 (all), 26.6.0 (all), 26.7.0 (all)

RESPONSIBILITY	ACTIVITIES	TIMING
Parties	If Parties agree, refer dispute to mediation process under SFNFA 26.4.0.	As necessary
Parties	Prepare for mediation.	As necessary
Parties	Participate in mediation process.	As necessary
Parties	If mediation does not resolve dispute and Parties agree, refer dispute to arbitration under SFNFA 26.7.0.	As necessary
Parties	Prepare for arbitration.	As necessary
Parties	Participate in arbitration process.	As necessary

SELKIRK FIRST NATION

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

- PROJECT:** Dispute resolution with respect to compatible land use
- RESPONSIBLE PARTY:** SFN, Yukon
- PARTICIPANT / LIAISON:** Municipality (if applicable)
- REFERENCED CLAUSES:**
- 25.1 In respect of the Settlement Land described in Appendix A and adjacent Non-Settlement Land:
 - 25.1.1 The Selkirk First Nation, and the Yukon or a municipality within the Traditional Territory, may establish a joint planning structure:
 - 25.1.1.1 to develop or recommend amendments to a territorial, municipal or the Selkirk First Nation community or area development land use plan; or,
 - 25.1.1.2 to carry out other activities to promote compatible land use;
 - 25.1.2 where a proposed land use of Non-Settlement Land may have significant impact on the use of adjacent Settlement Land, the Yukon or the affected municipality, as the case may be, shall Consult with the Selkirk First Nation for the purpose of resolving an actual or potential incompatibility in land use of the Non-Settlement Land and adjacent Settlement Land;
 - 25.1.3 where a proposed land use of Settlement Land may have a significant impact on the use of adjacent Non-Settlement Land, the Selkirk First Nation shall Consult with the Yukon or the affected municipality, as the case may be, for the purpose of resolving an actual or potential incompatibility in land use of the Settlement Land and adjacent Non-Settlement Land;
 - 25.1.4 in matters not subject to the development assessment process referred to in Chapter 12 of the Final Agreement, unless otherwise agreed by the Selkirk First Nation, and either the Yukon or the affected municipality, as the case may be:
 - 25.1.4.1 a proposed land use of Non-Settlement Land shall not have a significant adverse impact on the peaceful use and enjoyment of adjacent Settlement Land; and
 - 25.1.4.2 a proposed land use of Settlement Land shall not have a significant adverse impact on the peaceful use and enjoyment of adjacent Non-Settlement Land.

SELKIRK FIRST NATION

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

- 25.2 Where Consultation pursuant to 25.1.2 or 25.1.3 does not resolve an actual or potential incompatibility in land use, the Selkirk First Nation, the Yukon or the affected municipality, may refer the matter to dispute resolution pursuant to 26.4.0 of the Final Agreement.
 - 25.2.1 The parties to a dispute referred to dispute resolution pursuant to 25.2 which is not resolved by mediation under 26.6.0 of the Final Agreement may agree to refer the dispute to arbitration under 26.7.0 of the Final Agreement.
 - 25.2.2 An arbitrator appointed to hear a dispute pursuant to 25.2 shall have the authority as set out in 26.7.3 of the Final Agreement and the authority to make recommendations to a party to the dispute to:
 - 25.2.2.1 change or vary an existing or proposed land use;
 - 25.2.2.2 modify a land use plan or area development regulation; and
 - 25.2.2.3 prepare a new zoning by-law or amend an existing zoning by-law.
 - 25.2.3 In making a recommendation in respect of a dispute referred to in 25.2, the arbitrator shall not give any more weight to the fact that a territorial, municipal or the Selkirk First Nation community or area development land use plan, which one party has not had an opportunity to participate in developing, is completed than to any other factor to be taken into consideration.

CROSS REFERENCES: SFNFA 26.4.0 (all), 26.6.0 (all), 26.7.0 (all)

RESPONSIBILITY	ACTIVITIES	TIMING
SFN, Yukon and/or municipality as appropriate	If parties agree, establish a joint planning structure.	As necessary
SFN, Yukon or municipality as appropriate	Notify other party where a proposed land use may have a significant impact on adjacent use. Provide details.	As necessary
SFN, Yukon or municipality as appropriate	Prepare and present views.	Within a reasonable time period as indicated by proposing party

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

SFN, Yukon or municipality as appropriate	Provide full and fair consideration of views.	After views presented
SFN, Yukon or municipality as appropriate	In matters not subject to development assessment process referred to in SFNFA Chapter 12, and if agreed by the parties, revise proposed land use.	Following agreement
SFN, Yukon or municipality as appropriate	If Consultation does not resolve actual or potential incompatibility in land use, at discretion refer dispute to dispute resolution pursuant to SFNFA 26.4.0.	As necessary
SFN, Yukon or municipality as appropriate	Prepare and participate in mediation.	As necessary
SFN, Yukon or municipality as appropriate	If dispute not resolved by mediation and if the parties agree, prepare and participate in arbitration.	As necessary
SFN, Yukon or municipality as appropriate	If an order is made by an arbitrator pursuant to SFNFA 26.7.3, implement the terms of the order.	As required
SFN, Yukon or municipality as appropriate	If recommendations are made by an arbitrator pursuant to SFNFA 25.2.2, consider recommendations.	As necessary

SELKIRK FIRST NATION

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

PROJECT: Agreements to provide for municipal or local government services, joint planning, zoning or other land use control

RESPONSIBLE PARTY: SFN, other YFN, Government or municipality

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 26.1 The Selkirk First Nation may enter into agreements with another Yukon First Nation, a municipality, or Government, to provide for such matters as municipal or local government services, joint planning, zoning or other land use control.

CROSS REFERENCES: 26.2 (all)

RESPONSIBILITY	ACTIVITIES	TIMING
SFN, other YFN, Government or municipality	At discretion, identify need for agreement(s) to provide for such matters as municipal or local government services, joint planning, zoning or other land use control.	As necessary
SFN, other YFN, Government or municipality	If parties agree, negotiate agreement(s) pursuant to SFNSGA 26.2.	As necessary
SFN, other YFN, Government or municipality	Implement agreement(s).	In accordance with agreement(s)

SELKIRK FIRST NATION

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

PROJECT:	Establishment of common administrative and planning structures
RESPONSIBLE PARTY:	SFN, Government
PARTICIPANT / LIAISON:	None identified
REFERENCED CLAUSES:	<p>27.1 The Selkirk First Nation and Government may agree to develop a process for consulting affected residents regarding the establishment of common administrative and planning structures for part or all of the Traditional Territory.</p> <p>27.2 Where affected residents have been consulted through a process developed pursuant to 27.1 and the Selkirk First Nation or Government is satisfied that affected residents support the establishment of a common administrative and planning structure, the Selkirk First Nation or Government, as the case may be, may request the other party to enter into negotiations respecting the establishment of a common administrative and planning structure.</p> <p>27.3 In the negotiations referred to in 27.2, the Selkirk First Nation and Government may agree to establish a common administrative and planning structure within part or all of the Traditional Territory.</p> <p>27.4 A common administrative and planning structure established pursuant to 27.3 shall:</p> <p>27.4.1 remain under the control of all residents of the Traditional Territory or any agreed upon portion of the Traditional Territory; and</p> <p>27.4.2 include direct representation by the Selkirk First Nation.</p> <p>27.5 The Selkirk First Nation and Government may agree to delegate responsibilities to a common administrative and planning structure established pursuant to 27.3.</p> <p>27.6 An agreement pursuant to 27.3 to establish a common administrative and planning structure may include provisions respecting:</p> <p>27.6.1 the detailed powers and responsibilities of the common administrative and planning structure;</p> <p>27.6.2 the exact manner by which the common administrative and planning structure shall be created;</p> <p>27.6.3 a process to ensure that the common administrative and planning structure is accountable to all residents of the Traditional Territory or to all residents in any agreed upon portion of the Traditional Territory;</p>

SELKIRK FIRST NATION

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

- 27.6.4 the manner in which the representatives to a common administrative and planning structure shall be selected or elected;
- 27.6.5 a detailed implementation plan;
- 27.6.6 financial and cost-sharing arrangements; and
- 27.6.7 such other matters as the Selkirk First Nation and Government may agree.

CROSS REFERENCES: None identified

RESPONSIBILITY	ACTIVITIES	TIMING
SFN, Government	If the parties agree, develop a process for consulting affected residents regarding the establishment of common administrative and planning structures.	As necessary
SFN or Government	Where one party is satisfied that affected residents support the establishment of a common administrative and planning structure, at discretion, request that the other party enter into negotiations.	After consultation
SFN, Government	If the parties agree to enter negotiations, prepare workplan identifying time lines and resources for negotiations.	Within 60 days after request, or as soon thereafter as the parties agree is reasonable
Canada	Provide funding as agreed to in the workplan.	Within 60 days of workplan completion, or as soon thereafter as the parties agree is reasonable
SFN, Government	Negotiate common administrative and planning structures pursuant to SFNSGA 27.0.	In accordance with the workplan

PLANNING ASSUMPTIONS

1. Pursuant to 3.6 of the SFNSGA Plan, Canada shall provide a negotiated level of funding for the participation of the SFN in negotiations respecting common administrative and planning structures. This funding shall be set out in a budget identified in the workplan negotiated with Canada prior to the negotiations.

SELKIRK FIRST NATION

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

PROJECT: Negotiations to establish a regime for the ownership, management and administration of land recognized or set apart for SFN pursuant to SFNFA 4.3.6.1 (b)

RESPONSIBLE PARTY: Canada, SFN

PARTICIPANT / LIAISON: Yukon

REFERENCED CLAUSES: 28.1 If the Minister of Indian Affairs and Northern Development recommends to the Governor in Council that it recognize or set apart land to be a Reserve for the Selkirk First Nation pursuant to 4.3.6.1 (b) of the Final Agreement, the Parties to this Agreement shall enter into negotiations to establish a regime for the ownership, management and administration of those lands.

CROSS REFERENCES: SFNFA 2.3.4, 2.3.5 (all), 4.3.6.1 (all)

RESPONSIBILITY	ACTIVITIES	TIMING
Minister of Indian Affairs and Northern Development	Recommend to the Governor in Council that it recognize or set apart land pursuant to SFNFA 4.3.6.1 (b).	As necessary
SFN, Canada	Negotiate a regime for ownership, management and administration of the land.	As necessary
SFN, Canada, Yukon	Amend SFNFA Appendix A in accordance with SFNFA 2.3.4 to reflect the negotiated regime for ownership, management and administration of land recognized or set apart.	Following federal Order in Council recognizing or setting apart land pursuant to SFNFA 4.3.6.1 (b)



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

ANNEX B

COORDINATION OF SFNFA AND SFNSGA IMPLEMENTATION

GENERAL REQUIREMENTS

1. SFNFA 28.3.2.6. requires the Implementation Plan to specify means for coordination of the implementation of the SFNFA and SFNSGA.
2. SFNSGA 23.5 specifies coordination of the SFNFA and SFNSGA Implementation Plans to the extent practicable.

RESPONSIBILITIES

3. The SFN government and its administrative structure, as established through the SFN constitution adopted under the SFNSGA, shall be recognized as the agency responsible for the implementation, on behalf of the SFN, of both agreements.
4. Canada and Yukon each agree that, to the extent practicable, consistent processes, practices and interpretations shall be utilized in the implementation of both the SFNFA and SFNSGA, when dealing with the SFN. Further, should any conflict arise within either government in this regard, it shall be resolved internally and the SFN shall not be required to deal with such conflicts.

SPECIFIC AREAS OF IMPLEMENTATION COORDINATION

5. All funds flowing to the SFN for implementation shall be transferred to the SFN through the financial transfer agreement process described in SFNSGA 16.0.
6. The Dispute Resolution process of SFNFA Chapter 26 shall be used to resolve all SFNSGA disputes as described in SFNSGA 24.0.
7. The SFNFA Plan general review process described in paragraph 19 of the SFNFA Plan and in SFNSGA 6.6.3 and 6.6.4 may be carried out simultaneously and in a coordinated fashion. Further, these reviews may be timed in such a way as to provide input to the negotiations to a new SFNFTA as specified by SFNSGA 16.3.6 and 16.12.
8. The information strategy carried out by the SFN shall consider the SFNFA, the SFNFA Plan, SFNSGA and the SFNSGA Plan.
9. The training needs for the SFN shall be integrated into a single plan which will take into account the training requirements of the SFNFA, the SFNFA Plan, SFNSGA and the SFNSGA Plan.

OTHER POTENTIAL AREAS REQUIRING COORDINATION

10. While cross references between agreements have been provided on appropriate Activity Sheets, there are some implicit areas which may require coordination as well. To further specify these areas, the following table has been provided.

POTENTIAL AREAS REQUIRING IMPLEMENTATION COORDINATION
(may include but are not limited to:)

<u>REFERENCED CLAUSE</u>		<u>AREA OF CONCERN</u>
<u>(SFNFA)</u>	<u>(SFNSGA)</u>	
Definitions	Definitions	Consistent application
2.0	3.0	Rights of citizens and beneficiaries as Yukon Indian People
2.3.6	21.1	SFNFA amendments published in SFN law register
2.7.1	16.4.2	Disclosure of information
2.11.4.1	Self-Government Legislation	Legal entity
4.3.6.1	28.1	Identification of other Reserves
5.0	25.0	Compatible land use regarding C Settlement Land
19.0	16.8	SFNFTA calculation regarding compensation
20.0	15.2, 15.3.5	Tax status of settlement corporations
20.6	14.0	Income tax
20.7.1	14.10	Property taxation assistance
21.2.1	14.9	Property tax
21.2.3	14.9	Property tax
21.2.4	14.6	Property tax
21.2.5.1	14.9, 14.10, 14.11, 14.12	Property tax
21.3	14.11, 14.12	Property tax
21.2.4	26.0	Service agreements
21.3	26.0	Service agreements
21.4	26.0	Service agreements
24.10.1	5.3	Amendment of Self-Government Legislation
SFNFA	8.2.1, 8.3	Inconsistency and conflict