

THIS ADMINISTRATION OF JUSTICE AGREEMENT dated for reference February 21, 2011.

AMONG:

TESLIN TLINGIT COUNCIL as represented by the Executive Council of the Teslin Tlingit Council (herein called the "Teslin Tlingit Council");

AND:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the Minister of Justice and Attorney General of Canada, the Minister of Public Safety and Emergency Preparedness, and the Minister of Indian Affairs and Northern Development (herein called "Canada");

AND:

GOVERNMENT OF YUKON as represented by the Minister of Justice and the Minister of Health and Social Services (herein called the "Yukon");

WHEREAS:

- A. The Parties signed the Teslin Tlingit Council Self-Government Agreement on May 29, 1993;
- B. The *Yukon First Nations Self-Government Act (Canada)* gives effect to the Self-Government Agreement as of February 14, 1995;
- C. The *First Nations (Yukon) Self-Government Act (Yukon)* provides that the Self-Government Agreement is approved and has the force of law;
- D. Section 13.3 of the Self-Government Agreement and section 11(1)(c) of the *Yukon First Nations Self-Government Act (Canada)* provide that the Teslin Tlingit Council has the power to enact laws of a local or private nature on Settlement Land in relation to, among other things, the administration of justice;
- E. Section 13.6.0, and in particular 13.6.2, of the Self-Government Agreement and sections 11(3) and 14 of the *Yukon First Nations Self-Government Act (Canada)* provide for the negotiation of an agreement among the Parties reflecting the jurisdiction of the Teslin

Tlingit Council in respect of the administration of Teslin Tlingit Council justice provided for in 13.3.17 of the Self-Government Agreement, including matters such as adjudication, civil remedies, punitive sanctions, prosecution, corrections, law enforcement and the relation of any Teslin Tlingit Council courts to other courts;

- F. The Parties signed the "Framework Agreement on the Process to Negotiate a Justice Agreement" dated April 14, 1999, which has guided the negotiation of this Agreement; and
- G. This Agreement provides for the administration of justice in a manner appropriate to the circumstances of the Teslin Tlingit Council and in accordance with the Constitution of Canada.

IN CONSIDERATION OF the promises and agreements contained herein, the Parties agree as follows:

1.0 DEFINITIONS

1.1 For the purposes of this Agreement only, the following definitions shall apply:

"Agreement" means this Administration of Justice Agreement;

"Citizens" means citizens of the Teslin Tlingit Council as determined in accordance with the Teslin Tlingit Council Constitution;

"Effective Date" means the date on which this Agreement comes into effect, which shall be the date on which the amendments to the Self-Government Agreement contemplated by 13.0 come into force;

"Executive Council" has the same meaning as "Executive" in the Teslin Tlingit Council Constitution;

"Final Agreement" means the Teslin Tlingit Council Final Agreement dated May 29, 1993, being a land claims agreement among the Parties;

"Framework Agreement" means the "Framework Agreement on the Process to Negotiate a Justice Agreement" dated April 14, 1999, being an agreement among the Parties which guided the negotiation of this Agreement;

"General Council" has the same meaning as "Council" in the Teslin Tlingit Council Constitution;

“Ha Kus Teyea” means the „Tlingit Way’ including those principles and philosophies which guide Teslin Tlingit society and culture;

“Implementation Committee” means the committee established to oversee implementation of this Agreement pursuant to 12.3;

“Implementation Plan” means the plan developed for the implementation of this Agreement in accordance with 12.0;

“Operational Date” means the date on which the Peacemaker Court begins operation, in accordance with 4.4, which date shall be determined by the Teslin Tlingit Council in consultation with Canada and the Yukon;

“Parties” means the Teslin Tlingit Council, Canada and the Yukon and “Party” means any one of them as the context may require;

“Peacemaker” means an individual appointed under Teslin Tlingit Law as a Peacemaker of the Peacemaker Court;

“Peacemaker Court” means a court established by Teslin Tlingit Law in accordance with 5.0;

“RCMP” means the Royal Canadian Mounted Police;

“Self-Government Agreement” means the Teslin Tlingit Council Self-Government Agreement dated May 29, 1993, being an agreement among the Parties regarding government for and by the Teslin Tlingit Council;

“Small Claims Court” means the Small Claims Court of the Yukon established under the *Small Claims Court Act (Yukon)*;

“Supreme Court” means the Supreme Court of the Yukon Territory established under the *Supreme Court Act (Yukon)*;

“Territorial Court” means the Territorial Court of Yukon established under the *Territorial Court Act (Yukon)*;

“Teslin Tlingit Law” means laws passed or adopted by the Teslin Tlingit Council pursuant to the Self-Government Agreement and the Final Agreement; and

“Year 5 Assessment” means the assessment of the activities, obligations and results arising from this Agreement and the Implementation Plan, as described in 4.5.

1.2 Capitalized words or phrases shall have the meaning as defined in this Agreement, and if not defined in this Agreement, as defined in the Self-Government Agreement, and if not defined in the Self-Government Agreement, as defined in the Final Agreement.

2.0 PRINCIPLES

2.1 Teslin Tlingit Council intends its contemporary justice system to:

2.1.1 be founded upon the traditional Teslin Tlingit clan processes for resolving disputes which retain holistic approaches respecting conflict resolution to achieve healing, rehabilitation and harmony within the Teslin Tlingit community; and

2.1.2 be guided by the principles of Ha Kus Teyea which embody respect, fairness, integrity, honesty, responsibility and accountability.

2.2 In hearing or adjudicating any matter, the Peacemaker Court shall consider the principles set out in 2.1 and the following principles:

2.2.1 the collective nature of Teslin Tlingit society;

2.2.2 the importance Teslin Tlingit society places upon the need to protect the environment and all resources for future generations;

2.2.3 the central importance of Teslin Tlingit traditional knowledge and customs, spiritual beliefs and practices, language and oral history in Teslin Tlingit society and culture and the need to protect and nurture this culture for present and future generations;

2.2.4 the need to reconcile prevailing common law principles with Teslin Tlingit Law and the customs and traditions of Teslin Tlingit society; and

2.2.5 that the Teslin Tlingit Council has concluded a Self-Government Agreement and is a self-governing First Nation.

2.3 In resolving or adjudicating any matter under Teslin Tlingit Law, Yukon courts and any appellate courts shall consider the principles set out in 2.1 and 2.2.

3.0 INTERPRETATION

3.1 This Agreement shall not affect any Aboriginal claim, right, title or interest of the Teslin Tlingit Council or of its Citizens.

- 3.2 Where there is any inconsistency or conflict between the provisions of this Agreement and the provisions of the Self-Government Agreement, the provisions of the Self-Government Agreement shall prevail to the extent of the inconsistency or conflict.
- 3.3 No Party shall challenge the validity of any provision of this Agreement.
- 3.4 No Party shall have a claim or a cause of action against the other Parties if any provision of this Agreement is found by a court of competent jurisdiction to be invalid.
- 3.5 If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or of no effect, the Parties shall make best efforts to amend this Agreement or the Self-Government Agreement to remedy the invalidity or replace the invalid provision.
- 3.6 If any court action is brought against the Teslin Tlingit Council by a third party which challenges any provision of this Agreement, or challenges the establishment or authority of the Peacemaker Court as contemplated in this Agreement on the basis that it exceeds the law-making power of the Teslin Tlingit Council under the Self-Government Agreement or the *Yukon First Nations Self-Government Act (Canada)*, Teslin Tlingit Council may apply to add the other Parties to this Agreement to the action and each party in the action shall be at liberty to determine its own position with respect to the issues raised in such court action.
- 3.7 This Agreement shall be interpreted according to the *Interpretation Act (Canada)*, with such modifications as the circumstances require.
- 3.8 Any reference in this Agreement to an Act, a Teslin Tlingit Law, an agreement, or the Teslin Tlingit Council Constitution, or to a provision of any of these, means that Act, Teslin Tlingit Law, agreement or the Teslin Tlingit Council Constitution as amended from time to time.
- 3.9 A dispute arising under this Agreement may be referred by any Party to dispute resolution pursuant to 26.4.0 of the Final Agreement.
- 3.10 For greater certainty, it is the intention of the Parties that the justice institutions and processes established by Teslin Tlingit Council in accordance with this Agreement be binding on third parties.
- 3.11 For greater certainty, this Agreement does not apply to the adjudication, appeal or enforcement of a taxation law enacted under section 14 of the Self-Government Agreement where a tax administration agreement in respect of that law has been agreed to by the Parties.

4.0 PURPOSE AND TERM OF THIS AGREEMENT

4.1 This Agreement is the agreement in respect of the administration of Teslin Tlingit Council justice contemplated by 13.6.0 of the Self-Government Agreement and sections 11(3) and 14 of the *Yukon First Nations Self-Government Act (Canada)*.

4.2 The purpose of this Agreement is to:

4.2.1 set out the extent to which the Teslin Tlingit Council shall exercise its jurisdiction under 13.3.17 of the Self-Government Agreement in respect of the administration of justice, including those matters set out in 13.6.2 of the Self-Government Agreement, during the term of this Agreement;

4.2.2 identify amendments to the Self-Government Agreement necessary to give effect to this Agreement;

4.2.3 identify amendments to Yukon legislation as may be necessary to give effect to and implement this Agreement;

4.2.4 identify Teslin Tlingit Council legislation as may be necessary to give effect to and implement this Agreement;

4.2.5 provide for coordination between the justice system existing under the laws of Canada and the Yukon and the Teslin Tlingit Council justice system; and

4.2.6 briefly describe the intentions of the Teslin Tlingit Council for its justice system.

4.3 This Agreement shall come into effect on the Effective Date and shall continue in effect until terminated by:

4.3.1 mutual written agreement of the Parties;

4.3.2 a subsequent administration of justice agreement among the Parties which specifically supersedes this Agreement; or

4.3.3 Teslin Tlingit Council giving at least 12 months advance written notice of termination to the other Parties anytime after the 10th anniversary of the Effective Date.

4.4 The Peacemaker Court shall begin operation after the Effective Date once:

4.4.1 the Teslin Tlingit Council legislation set out in 14.1.2 comes into effect;

4.4.2 the Yukon legislation set out in 14.1.1 comes into effect; and

- 4.4.3 all matters necessary for the proper operation of the Peacemaker Court in accordance with 5.0 have been addressed.
- 4.5 Unless otherwise agreed, the Parties shall conduct the Year 5 Assessment of the activities, obligations and results arising from this Agreement and the Implementation Plan, beginning in the fifth year following the Operational Date, in accordance with terms of reference and criteria to be developed by the Implementation Committee pursuant to 12.4.3.
- 4.6 Following completion of the Year 5 Assessment, the Parties shall, upon the request of Teslin Tlingit Council, begin negotiation of the matters identified in the Framework Agreement as topics for negotiation in Phase II and Phase III, which negotiation shall be informed by the results of the Year 5 Assessment.
- 4.7 Notwithstanding 6.1 and 6.2 of the Self-Government Agreement, this Agreement may be amended or added to by further written agreement of the Parties following the process set out below:
- 4.7.1 the Parties shall meet to discuss the reasons for a proposed amendment within 30 days of a request by any Party for an amendment;
- 4.7.2 if the Parties do not agree on a proposed amendment, each Party shall provide the others with a written statement of its reasons for supporting or not supporting the proposed amendment, with suggestions for resolving the issue giving rise to the proposed amendment, within 60 days of the meeting described in 4.7.1;
- 4.7.3 if the Parties do not agree on how to resolve the issue giving rise to the proposed amendment within 30 days of receiving the statements described in 4.7.2, any Party may refer the issue to dispute resolution pursuant to 26.4.0 of the Final Agreement; and
- 4.7.4 any of the time periods specified in 4.7.1 through 4.7.3 may be extended by agreement of the Parties.
- 4.8 This Agreement is an agreement entered into pursuant to Chapter 24 of the Final Agreement.
- 4.9 Pursuant to 28.1 of the Self-Government Agreement, the Teslin Tlingit Council may, during the term of this Agreement, exercise its power to enact laws of a local or private nature on Settlement Land in relation to the administration of justice pursuant to 13.3.17 of the Self-Government Agreement, in respect of the Settlement Land described in Part 1 of Appendix B of the Self-Government Agreement.

4.10 Notwithstanding anything in this Agreement, the Peacemaker Court may be established by Teslin Tlingit Council to perform the Stage One consent-based dispute resolution process referred to in section 5.9.1 of this Agreement prior to the Operational Date.

5.0 ESTABLISHMENT AND JURISDICTION OF PEACEMAKER COURT

5.1 Subject to 5.3, the Teslin Tlingit Council may, by enactment of a law, establish a court to be known as the Peacemaker Court, with original jurisdiction to:

5.1.1 resolve or adjudicate disputes arising under Teslin Tlingit Law;

5.1.2 resolve or adjudicate violations of Teslin Tlingit Law; and

5.1.3 exercise all the powers conferred and perform all the duties imposed by or under Teslin Tlingit Law in relation to matters before it.

5.2 The Teslin Tlingit Council may, by enactment of a law, confer jurisdiction on the Peacemaker Court to hear appeals or reconsiderations of decisions made by any individual or administrative body with a statutory power of decision pursuant to Teslin Tlingit Law.

5.3 If the Teslin Tlingit Council enacts a law on adoption providing for a court order of adoption on application to the Court, the Peacemaker Court shall have jurisdiction to grant that order, so long as a copy of the order is provided to the registrar of vital statistics of Yukon under the *Vital Statistics Act (Yukon)*.

5.4 For greater certainty, the jurisdiction of the Peacemaker Court as provided in 5.1, 5.2 and 5.3 applies to matters arising:

5.4.1 throughout the Yukon, with respect to laws enacted under 13.1 and 13.2 of the Self-Government Agreement;

5.4.2 on Settlement Land, with respect to laws enacted under 13.3 of the Self-Government Agreement; and

5.4.3 within the geographic area of the law-making authority of the Teslin Tlingit Council, with respect to laws enacted under the Final Agreement.

5.5 The Teslin Tlingit Council, Yukon or Canada shall not confer powers or impose duties upon the Peacemaker Court for matters which would be within the exclusive jurisdiction of the Supreme Court.

5.6 Subject to 5.5, the Peacemaker Court shall have jurisdiction to exercise all powers conferred and perform all duties imposed:

5.6.1 by Canada, with the prior written agreement of the Teslin Tlingit Council, in relation to Canada laws;

5.6.2 by Yukon, with the prior written agreement of the Teslin Tlingit Council, in relation to Yukon laws;

and the Teslin Tlingit Council shall maintain a list of all such Canada and Yukon laws with respect to which the Peacemaker Court has jurisdiction with its register of laws and in any central registry as described in 21.0 of the Self-Government Agreement.

5.7 The Peacemaker Court may also provide dispute resolution services to persons who agree to both submit their dispute to the Peacemaker Court and to be bound by agreements resulting from the process, which agreements may be registered with the Peacemaker Court for information and record purposes only.

5.8 The Teslin Tlingit Law establishing the Peacemaker Court shall, among other things, in a Tlingit cultural context:

5.8.1 ensure that principles of judicial independence, impartiality and fairness apply to the constitution, maintenance, organization and procedures of the Peacemaker Court;

5.8.2 establish the qualifications, and provide a structure and process, for the appointment of Peacemakers;

5.8.3 provide for the remuneration and supervision of Peacemakers, and for the discipline and removal of Peacemakers for misbehaviour, neglect of duty or failure to perform their duties due to incapacity or inability, all by or upon the recommendation of an independent body;

5.8.4 provide for the establishment of rules of practice, procedure and the reception of evidence, including provision for in camera proceedings and publication bans;

5.8.5 require the Peacemaker Court to provide reasons for its decisions;

5.8.6 provide that a Peacemaker is not liable for damage caused by anything done or not done by him or her in the performance of his or her duty or in respect of a matter in which he or she lacked or exceeded his or her jurisdiction, unless it is proved that he or she acted in bad faith or with gross negligence; and

5.8.7 provide that no action for the recovery of damages lies against any person in respect of an act or thing done in the execution of any order, warrant or sentence

to which 5.8.6 relates, or purporting to be done in compliance with or incidental to any such order, warrant or sentence.

- 5.9 Teslin Tlingit Council intends to establish a two stage process within the Peacemaker Court as follows:
- 5.9.1 a consent-based dispute resolution process supervised by one or more Peacemakers, to be known as Stage One, for all matters brought before the Peacemaker Court where the parties agree to participate in the Stage One process and the matter is referred to Stage One;
 - 5.9.2 an adjudication process, to be known as Stage Two, for all other matters brought before the Peacemaker Court;
 - 5.9.3 a requirement that Stage Two proceedings be open to the public and that permanent, public records of Stage Two proceedings are maintained, including written or otherwise recorded reasons for decisions, subject to rules on confidentiality and protection of privacy.
- 5.10 Teslin Tlingit Council shall be responsible for the prosecution of offences arising under Teslin Tlingit Law and the conduct of other matters relating to Teslin Tlingit Law before the Peacemaker Court, the Small Claims Court, the Territorial Court and the Supreme Court. Teslin Tlingit Council may appoint individuals to conduct prosecutions in a manner consistent with the relevant principles of prosecutorial independence and accountability.
- 5.11 The Peacemaker Court may be assisted by legal counsel whose appointment and responsibilities shall be provided for in the Teslin Tlingit Law establishing the Peacemaker Court.
- 5.12 The Peacemaker Court may, on its own initiative, transfer any matter before it to the Small Claims Court, the Territorial Court or the Supreme Court, depending upon which court has jurisdiction, provided the matter is transferred before hearing evidence.
- 5.13 The Small Claims Court and the Territorial Court may transfer any matter before them which is within the jurisdiction of the Peacemaker Court, to the Peacemaker Court provided:
- 5.13.1 an application for transfer is made by one of the parties to the proceeding;
 - 5.13.2 the matter is transferred before hearing evidence; and
 - 5.13.3 the order effecting the transfer is conditional upon the Peacemaker Court consenting to accept the matter within a specified time.

5.14 The Party responsible for the prosecution or conduct of a matter in the original court shall continue to be responsible for the prosecution or conduct of that matter after it is transferred to another court pursuant to either 5.12 or 5.13.

6.0 APPEALS

6.1 Subject to 6.2 and 6.3, an appeal, based on the record, may be taken to the Supreme Court from a final order or decision of the Peacemaker Court.

6.2 A Teslin Tlingit Law giving a statutory power of decision to any individual or administrative body may include privative clauses:

6.2.1 limiting the grounds of appeal from decisions of the individual or administrative body to the Peacemaker Court in appeals or reconsiderations under 5.2; and

6.2.2 limiting the grounds of appeal from decisions of the Peacemaker Court on any matter within its jurisdiction under 5.2.

6.3 When a matter is appealed from the Peacemaker Court to the Supreme Court or is judicially reviewed by the Supreme Court, Teslin Tlingit Council may appoint an individual who shall have the right to appear before the Supreme Court as a friend of the court to assist in the interpretation of Teslin Tlingit Law and the principles set out in 2.0, separate from any role Teslin Tlingit Council may have as a party to the action.

7.0 SANCTIONS AND PROCESSES

7.1 Subject to this Agreement, the Peacemaker Court may:

7.1.1 impose penalties and other dispositions under Teslin Tlingit Law, the laws of Yukon or Canada, as applicable, in accordance with generally accepted principles of sentencing;

7.1.2 issue process, such as summonses, subpoenas and warrants which, unless registered as an order of the Supreme Court in accordance with 9.2, shall have the same force and effect as process issued by the Territorial Court in respect of Yukon laws;

7.1.3 make any order that could be made by any court to which the Yukon appoints judges if the dispute arose under Yukon law; and

7.1.4 may apply traditional Teslin Tlingit methods and values in resolving and adjudicating matters before it.

7.2 The Peacemaker Court may not impose upon a person who is not a Citizen of the Teslin Tlingit Council a sanction or penalty different in nature from those generally imposed by territorial, provincial or superior courts in Canada, without his or her consent.

7.3 Teslin Tlingit Council may establish penalties of fines for the violation of Teslin Tlingit Law, provided such fines do not exceed the higher of:

7.3.1 the limits provided for in section 787 of the *Criminal Code (Canada)*;

7.3.2 the limits provided for in the *Summary Convictions Act (Yukon)*; or

7.3.3 \$5000.

7.4 Teslin Tlingit Council may establish penalties of imprisonment for the violation of Teslin Tlingit Law, provided such imprisonment does not exceed the higher of:

7.4.1 the limits provided for in subsection 787(1) of the *Criminal Code (Canada)*; or

7.4.2 a term of six months;

and subsection 787(2) of the *Criminal Code (Canada)* applies with respect to imprisonment for non-payment of fines or other orders for the payment of money.

7.5 Notwithstanding 7.3, the limit for fines for environmental offences under Teslin Tlingit Law shall be \$300,000 unless a particular environmental offence under Teslin Tlingit Law is substantially the same as an offence under Yukon law, or is in relation to an activity or subject matter that is substantially the same as that addressed by an offence under Yukon law, in which case the fine limit for that offence shall be the same as the fine limit provided in the Yukon law or \$300,000, whichever is greater.

7.5.1 In 7.5, "environmental offence" means an offence against the environment and "environment" has the same meaning as in Chapter 12 of the Final Agreement.

8.0 LAW ENFORCEMENT AND POLICING

8.1 For greater certainty, the power of the Teslin Tlingit Council to enact laws under the Final Agreement and Self-Government Agreement includes the power for those laws to provide for:

8.1.1 the appointment of officers to enforce those laws; and

8.1.2 powers of enforcement equivalent to those provided by laws of Yukon or Canada for officers enforcing similar laws in the Yukon.

8.2 Teslin Tlingit Council shall establish training and accountability standards for its law enforcement officers similar to the training and accountability standards established by Yukon for its enforcement officers enforcing similar laws.

8.3 Without prejudice to future negotiations contemplated by the Framework Agreement, Teslin Tlingit Council may negotiate arrangements with appropriate entities to provide for the enforcement of specified Teslin Tlingit Law.

8.4 Canada, Yukon and Teslin Tlingit Council may enter into discussions for a tripartite agreement providing for the establishment of a Teslin Tlingit Council consultative police advisory body to advise on the delivery of existing RCMP policing services in the community.

9.0 ENFORCEMENT OF ORDERS OF PEACEMAKER COURT

9.1 Orders of the Peacemaker Court shall be enforceable as against all persons situate on Settlement Land, in accordance with Teslin Tlingit Law.

9.2 An order of the Peacemaker Court may be made an order of the Supreme Court by filing a certified copy of it with the registrar of the Supreme Court and, when so made, it is enforceable in the same manner as an order of the Supreme Court.

9.3 Teslin Tlingit Council may establish entities to enforce orders of the Peacemaker Court or may enter into arrangements with appropriate entities for that purpose.

9.4 For greater certainty, orders of the Peacemaker Court include any order for the issuance of process.

10.0 CONFLICT OF LAWS

10.1 Common law conflict of laws principles shall apply unless the Parties otherwise agree.

11.0 CORRECTIONS AND COMMUNITY SERVICES

11.1 For greater certainty, the Teslin Tlingit Council has the power to enact laws in relation to corrections for persons sentenced by the Peacemaker Court for any matter within the jurisdiction of the Peacemaker Court.

- 11.2 Teslin Tlingit Council intends that its corrections programs under Teslin Tlingit Law adhere to the following principles:
 - 11.2.1 reparation or corrections programs shall be designed to restore balance and harmony to the Teslin Tlingit community in a timely fashion;
 - 11.2.2 culturally appropriate healing programs and ceremonies shall be used to facilitate healing for all affected persons including victims, offenders, and families;
 - 11.2.3 rehabilitation shall be fundamental in corrective sentencing processes, especially for youth; and
 - 11.2.4 correction programs and processes shall provide for victim/offender reconciliation, where applicable, with the objective of restoring balance and harmony to the Teslin Tlingit community.
- 11.3 Teslin Tlingit Council corrections programs may accommodate both custodial and non-custodial dispositions through facilities including:
 - 11.3.1 bush camps;
 - 11.3.2 designated treatment camps on Settlement Land;
 - 11.3.3 reciprocal use of facilities between Canada, Yukon and Teslin Tlingit Council as may be agreed by the Parties; and
 - 11.3.4 other arrangements as required.
- 11.4 Teslin Tlingit Council intends that its corrections and community programs may include the following components:
 - 11.4.1 qualified, specialized services such as counsellors and therapists;
 - 11.4.2 provision of training programs for corrections personnel;
 - 11.4.3 processes and personnel to ensure court orders are followed;
 - 11.4.4 programs to ensure that specialized care is provided for individuals with disabilities;
 - 11.4.5 provision of places of safety and other programs and services for victims or other affected persons; and
 - 11.4.6 such other matters as may be agreed by the Parties.

11.5 Teslin Tlingit Council may negotiate agreements with Canada or the Yukon regarding:

11.5.1 fee for service arrangements respecting incarceration matters;

11.5.2 culturally appropriate correction programs;

11.5.3 probation services, fine option programs and conditional sentences; and

11.5.4 such other matters as may be agreed by the Parties.

12.0 IMPLEMENTATION

12.1 The Parties shall conclude an Implementation Plan prior to signing this Agreement, which shall:

12.1.1 not form part of this Agreement but shall be a contract between the Parties;

12.1.2 identify obligations and activities arising from this Agreement and the manner in which the Parties anticipate fulfilling those obligations and undertaking those activities;

12.1.3 contain terms of reference and guidelines for the operation of the Implementation Committee;

12.1.4 include a training plan for the activities arising from this Agreement;

12.1.5 identify funding mechanisms and amounts for the implementation of this Agreement;

12.1.6 include a communication strategy in respect of the implementation and content of this Agreement;

12.1.7 address the collection, sharing, use and privacy of statistics in relation to the Teslin Tlingit Council justice system; and

12.1.8 address such other matters as may be agreed by the Parties.

12.2 Funding identified in the Implementation Plan shall be in accordance with the principles of 16.0, 17.0, and 18.0 of the Self-Government Agreement.

12.3 The Parties shall establish an Implementation Committee composed of one representative of each of the Parties.

- 12.4 The Implementation Committee shall guide implementation of this Agreement as set out in the Implementation Plan, including:
- 12.4.1 reviewing issues arising from the implementation of this Agreement;
 - 12.4.2 making adjustments to the Implementation Plan activity sheets as necessary;
 - 12.4.3 developing terms of reference and criteria for the Year 5 Assessment and managing the Year 5 Assessment;
 - 12.4.4 making recommendations to the Parties regarding the implementation of this Agreement;
 - 12.4.5 reporting annually to the Parties on the implementation of this Agreement; and
 - 12.4.6 addressing such other matters as may be agreed by the Parties.
- 12.5 The Implementation Committee shall be dissolved upon completion of the Year 5 Assessment unless the Parties otherwise agree.
- 12.6 The Parties may conclude further Implementation Plans in order to address other matters with respect to this Agreement.

13.0 SELF-GOVERNMENT AGREEMENT AMENDMENTS

- 13.1 The Parties shall recommend approval and execution of an agreement to amend the Self-Government Agreement in substantially the form attached as Schedule A to this Agreement.

14.0 TRANSITIONAL MEASURES

- 14.1 Following the signing of this Agreement, and to facilitate the coordination contemplated by 4.2.5, Yukon and Teslin Tlingit Council shall consult with each other during the drafting of their respective legislation intended to implement this Agreement including:
- 14.1.1 Yukon legislation to:
 - 14.1.1.1 give the Small Claims Court, the Territorial Court and the Supreme Court jurisdiction over matters transferred to it by the Peacemaker Court;

- 14.1.1.2 give the Supreme Court jurisdiction over matters appealed to it from the Peacemaker Court;
 - 14.1.1.3 allow an order of the Peacemaker Court to be filed as an order of the Supreme Court or Territorial Court; and
 - 14.1.1.4 address such other matters as may be identified in the Implementation Plan or otherwise agreed by the Parties.
- 14.1.2 Teslin Tlingit Council legislation to:
- 14.1.2.1 establish the Peacemaker Court;
 - 14.1.2.2 give the Peacemaker Court jurisdiction over matters transferred to it by the Territorial Court; and
 - 14.1.2.3 address such other matters as may be identified in the Implementation Plan or otherwise agreed by the Parties.
- 14.2 During the period between the Effective Date and the Operational Date:
- 14.2.1 Teslin Tlingit Council shall have the power to establish penalties for the violation of Teslin Tlingit Law in accordance with 7.3, 7.4 and 7.5;
 - 14.2.2 the Supreme Court, the Territorial Court and the Small Claims Court shall have jurisdiction throughout the Yukon to adjudicate in respect of Teslin Tlingit Law in accordance with the jurisdiction designated to those courts by Yukon Law except that any offence created under Teslin Tlingit Law shall be within the exclusive original jurisdiction of the Territorial Court;
 - 14.2.3 any offence created under Teslin Tlingit Law shall be prosecuted as an offence against an enactment pursuant to the *Summary Convictions Act (Yukon)* by prosecutors appointed by the Yukon; and
 - 14.2.4 any term of imprisonment ordered by the Territorial Court pursuant to 14.2.1 shall be served in a correctional facility pursuant to the *Corrections Act (Yukon)*.
- 14.3 All new and incremental costs of implementing the provisions in 14.2 incurred by the Yukon shall be paid by Canada in accordance with guidelines to be negotiated by the Yukon and Canada.

15.0 **RATIFICATION AND SIGNING**

- 15.1 Ratification of this Agreement shall be sought by the Parties in the following manner:

15.1.1 by the Teslin Tlingit Council, by the Executive Council upon the recommendation of the General Council;

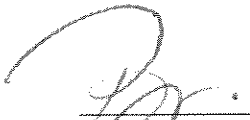
15.1.2 by Canada, by the Governor in Council; and

15.1.3 by the Yukon, by the Commissioner in Executive Council.

15.2 This Agreement may be signed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document.

15.3 The date of this Agreement shall be deemed to be the date on which the last Party signs but this Agreement shall not come into effect until the Effective Date.


SIGNED AT Teslin, Yukon, ON BEHALF OF THE TESLIN TLINGIT COUNCIL:



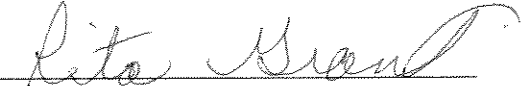
Peter Johnston
Chief Executive Officer - Teslin Tlingit Council




Witness




Doug Smarch Sr.
Clan Leader - Dakh'awèdì



Witness



Matt Thom
Clan Leader - Yanyèdì



Witness



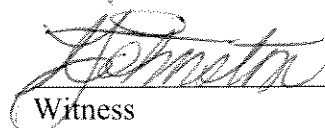
Cheryl Jackson
Clan Leader - Dèshitàn




Witness



Jimmy Johnston
Clan Leader - Kùkhittàn



Witness



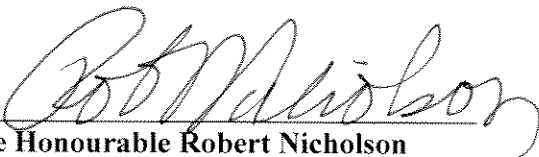
Sam Johnston
Clan Leader - Ishkitàn



Witness

Date: February 21, 2011

SIGNED AT Ottawa, Ontario, ON BEHALF OF CANADA:


The Honourable Robert Nicholson

Minister of Justice and
Attorney General of Canada

Date: 14.02.2011


The Honourable Vic Toews

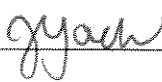
Minister of Public Safety and Emergency
Preparedness


Date: FEV 15 2011

The Honourable John Duncan

Minister of Indian Affairs and Northern
Development

Date: _____

Witness 


Witness

Witness

SIGNED AT Teslin, Yukon , ON BEHALF OF CANADA:

The Honourable Robert Nicholson

Witness

Minister of Justice and
Attorney General of Canada

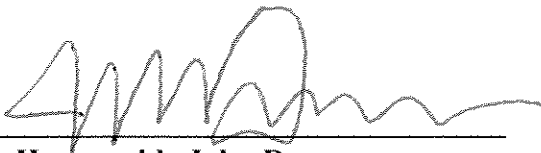
Date: _____

The Honourable Vic Toews

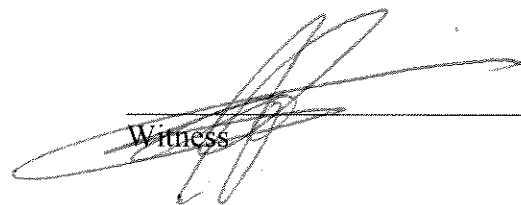
Witness

Minister of Public Safety and Emergency
Preparedness

Date: _____



The Honourable John Duncan



Witness

Minister of Indian Affairs and Northern
Development


Date: February 21, 2011

SIGNED AT Whitehorse, Yukon, ON BEHALF OF YUKON:

The Honourable Marian Horne

Minister of Justice, Government of Yukon

Date: _____



The Honourable Glenn Hart

Minister of Health and Social Services
Government of Yukon

Date: February 15th, 2011

Witness



Witness

SCHEDULE A
(section 13.1)

THIS AMENDING AGREEMENT made this ____ day of _____.

AMONG:

TESLIN TLINGIT COUNCIL as represented by the Executive Council of the Teslin Tlingit Council (herein called the "Teslin Tlingit Council");

AND:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the Minister of Indian Affairs and Northern Development (herein called "Canada");

AND:

GOVERNMENT OF YUKON as represented by the Premier of Yukon (herein called the "Yukon");

WHEREAS:

- A. The Parties signed the Teslin Tlingit Council Self-Government Agreement on May 29, 1993 (herein called the "Self-Government Agreement");
- B. The *Yukon First Nations Self-Government Agreement Act (Canada)* gives effect to the Self-Government Agreement as of February 14, 1995;
- C. The *First Nations (Yukon) Self-Government Act (Yukon)* provides that the Self-Government Agreement is approved and has the force of law;
- D. The Parties have negotiated an Administration of Justice Agreement dated _____ (herein called the "Administration of Justice Agreement"); and
- E. The Parties wish to amend the Self-Government Agreement in the manner set out herein in order to give full force and effect to the Administration of Justice Agreement.

IN CONSIDERATION OF the promises and agreements contained herein, the Parties agree as follows:

1.0 The Self-Government Agreement is hereby amended by deleting sections 13.6.3, 13.6.4, 13.6.5, 13.6.6 and 13.6.7 and replacing them with the following new sections:

“13.6.3 In 13.6.4 and 13.6.5, “Administration of Justice Agreement” means the Teslin Tlingit Council Administration of Justice Agreement dated _____ from time to time in accordance with its terms and made pursuant to 13.6.1 and 13.6.2, a copy of which is annexed to and forms part of this Agreement.

13.6.4 During the term of the Administration of Justice Agreement, Teslin Tlingit Council shall exercise its jurisdiction pursuant to 13.3.17 only to the extent set out in the Administration of Justice Agreement.”

13.6.5 Pursuant to 4.10 of the Administration of Justice Agreement, the Peacemaker Court may be established by the Teslin Tlingit Council to perform the Stage One consent-based dispute resolution process referred to in section 5.9.1 of the Administration of Justice Agreement prior to the Operational Date referred to in the Administration of Justice Agreement.

2.0 Consent to this Amending Agreement shall be given on the part of:

2.1 Canada, by the Governor in Council;

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

2.3 the Teslin Tlingit Council, by the Executive Council.

3.0 This Amending Agreement may be signed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document.

4.0 The date of this Amending Agreement shall be deemed to be the date on which the last Party signs.

5.0 This Amending Agreement shall come into force on a date to be agreed among the Parties and specified in their respective orders-in-council consenting to this Amending Agreement.

SIGNED AT _____, ON BEHALF OF THE TESLIN TLINGIT
COUNCIL:

Peter Johnston
Chief Executive Officer - Teslin Tlingit Council

Witness

Doug Smarch Sr.
Clan Leader – Dakhl’awèdì

Witness

Matt Thom
Clan Leader - Yanyèdì

Witness

Cheryl Jackson
Clan Leader – Dèshitàn

Witness

Jimmy Johnston
Clan Leader - Kùkhittàn

Witness

Sam Johnston
Clan Leader - Ishkitàn

Witness

Date: _____

SIGNED AT _____, ON BEHALF OF CANADA:

The Honourable John Duncan
Minister of Indian Affairs and Northern
Development

Witness

Date: _____

SIGNED AT _____, ON BEHALF OF YUKON:

The Honourable Dennis Fentie
Premier of Yukon

Witness

Date: _____