

**AGREEMENT RESPECTING THE ADDITION OF  
KATŁ'ODEECHE FIRST NATION AS A PARTY TO THE NORTHWEST  
TERRITORIES LANDS AND RESOURCES DEVOLUTION AGREEMENT**

Made with effect this 16 day of March, 2015

**AMONG**

**The Government of Canada as represented by the Minister of  
Aboriginal Affairs and Northern Development (hereinafter referred to as  
"Canada")**

and

**The Government of the Northwest Territories as represented by the  
Premier (hereinafter referred to as the "GNWT")**

and

**KATŁ'ODEECHE FIRST NATION #761  
(hereinafter referred to as "KFN")**

(referred to herein collectively as the "Parties")

**WHEREAS** the *Northwest Territories Lands and Resources Devolution Agreement* (hereinafter referred to as the "*Devolution Agreement*") was signed on June 25, 2013;

**AND WHEREAS** section 2.31 of the *Devolution Agreement* provides that:

2.31 Upon the consent of Canada and the GNWT, any Aboriginal Organization which is not referred to in section 2.29 may become a Party by having its authorized representative sign this Agreement and upon the signing of this Agreement by its authorized representative this Agreement shall be deemed approved by and be binding upon such Aboriginal Organization.

**AND WHEREAS** the KFN is an Aboriginal Organization as defined in the *Devolution Agreement*;

**AND WHEREAS** the KFN has existing Aboriginal and Treaty rights within the Northwest Territories;

**AND WHEREAS** section 2.5 of the *Devolution Agreement* provides that:

Nothing in this Agreement shall be construed so as to abrogate or derogate from, or to limit or restrict:

(a) any existing Aboriginal and Treaty rights recognized and affirmed under

section 35 of the *Constitution Act, 1982* including any such rights under Treaty 8 or Treaty 11;

- (b) any fiduciary duty or obligation of the Crown to the Aboriginal peoples of Canada, including any obligation arising from the Constitution of Canada; or
- (c) any executive, prerogative or statutory powers or any legislative authority of Canada, the Parliament of Canada, the GNWT, or the Legislative Assembly of the Northwest Territories, as the case may be, to affect any right referred to in subsection 2.5(a) or arising from any duty or obligation referred to in subsection 2.5(b), in a manner consistent with the Constitution of Canada.

**AND WHEREAS** the Aboriginal and Treaty rights of KFN are existing Aboriginal and Treaty rights recognized and affirmed under section 35 of the *Constitution Act 1982* as described in section 2.5 of the *Devolution Agreement*;

**AND WHEREAS** section 10.14 of the *Devolution Agreement* confirms that funds received by an Aboriginal party pursuant to the *Northwest Territories Intergovernmental Resource Revenue Sharing Agreement* shall not be subject to offset deduction by Canada or the GNWT pursuant to their respective own source revenue policies;

**AND WHEREAS** the KFN has requested to become a party to the *Devolution Agreement*;

**NOW THEREFORE**, the Parties agree that:

1. Canada and the GNWT, by their signatures hereto, consent to the addition of the KFN as a party to the *Devolution Agreement*.
2. The KFN, by the signature of its authorized representative hereto, confirms that the *Devolution Agreement*, and the agreements referred to in Chapter 4 are approved by and are binding upon the KFN.
3. The signing of this Agreement constitutes the signing of the *Devolution Agreement* by the KFN pursuant to section 2.31 of the *Devolution Agreement*, and that the KFN upon the signing hereof is a party to the *Devolution Agreement*.
4. The KFN, as a party to the *Devolution Agreement*, is entitled to participate in the Waste Sites Management Committee established pursuant to section 6.72 of the *Devolution Agreement*.
5. The KFN is not entitled to receive funding for participation in the Waste Sites Management Committee pursuant to section 9.12 of the *Devolution Agreement*.
6. The KFN is not entitled to receive funding for one-time transitional activities

referred to in section 9.4 of the *Devolution Agreement*.

7. The KFN is entitled to receive annual on-going funding in the amount of \$57,286 pursuant to section 9.10 of the *Devolution Agreement*. For greater certainty, such amount shall be adjusted for inflation pursuant to section 9.15 of the *Devolution Agreement*.

8. The GNWT, by its signature hereto, consents to the addition of the KFN as a party to:

- a. the *Northwest Territories Intergovernmental Agreement on Lands and Resources Management*; and
- b. the *Northwest Territories Intergovernmental Resource Revenue Sharing Agreement*.

9. The KFN and the GNWT acknowledge that participation by the KFN in the Intergovernmental Council established under the *Northwest Territories Intergovernmental Agreement on Lands and Resource Management* shall be commensurate with the jurisdiction and authorities of the KFN as an Aboriginal Organization that has existing Aboriginal and Treaty rights within the NWT.

10. The GNWT and the KFN agree that the signing of this agreement constitutes the signing by the KFN of:

- a. the *Northwest Territories Intergovernmental Agreement on Lands and Resources Management* pursuant to section 7.1 of that agreement; and
- b. the *Northwest Territories Intergovernmental Resource Revenue Sharing Agreement* pursuant to section 9.1 of that agreement,

and the KFN upon the signing hereof is a party to each of those agreements.

11. Nothing in this agreement shall be construed to preclude the KFN from choosing, at a future time, to participate in:

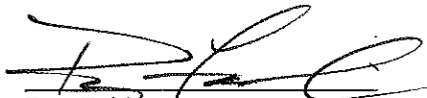
- a. the *Devolution Agreement* with the consent of Canada and the GNWT, and
- b. the *Northwest Territories Intergovernmental Agreement on Lands and Resources Management*, or the *Northwest Territories Intergovernmental Resource Revenue Sharing Agreement*, with the consent of the GNWT,


as part of an Aboriginal Organization representing more than one community in which event the KFN shall cease to be an independent party to such agreements.

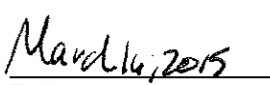
**SIGNATURES**

As evidence of the Parties' agreement, this Agreement has been signed on behalf of Canada by the Minister of Aboriginal Affairs and Northern Development, and on behalf of the GNWT by the Premier, and on behalf Of Kat'odeeche First Nation by its authorized representative.


**KAT'ODEECHE First Nation**


  
Roy Fabian  
Chief

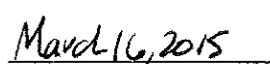
  
Witness

  
Date

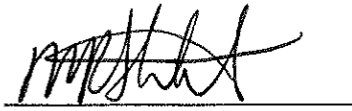
**For the Government of the Northwest Territories**

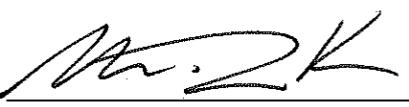
  
Hon. Robert R. McLeod  
Premier

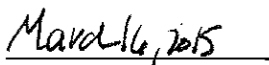
  
Witness

  
Date

**For the Government of Canada**

  
Mark Strahl  
Parliamentary Secretary  
Aboriginal Affairs and  
Northern Development

  
Witness

  
Date