

VUNTUT GWITCHIN GOVERNMENT
Government of Vuntut Gwitchin First Nation

CHIEF AND COUNCIL

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VUNTUT GWITCHIN FIRST NATION

COUNCIL RESOLUTION 03-30-2023 – #17

RE: AMENDMENTS TO THE SELF-GOVERNMENT FINANCIAL TRANSFER AGREEMENT

WHEREAS:

- A. Vuntut Gwitchin First Nation (“VGFN”) entered into the VGFN Self-Government Financial Transfer Agreement with Canada effective April 1, 2019 (“SGFTA”) pursuant to 16.1 of the VGFN Self-Government Agreement; and
- B. VGFN and Canada now wish to amend the SGFTA in accordance with its provisions to:
- (1) provide a total of \$24,112,331 in enhanced funding to support Housing Programs and Services for the 2022-23 to the 2026-27 Fiscal Year as set out in the “Housing Programs and Services Amendment” attached to this resolution as Schedule 1;
 - (2) provide a total of \$1,790,049 in enhanced funding to support Community Capital Facilities and Services Programming for the 2022-23 Fiscal Year and ongoing thereafter as set out in the “Community Capital Facilities and Services Amendment” attached to this resolution as Schedule 2; and
 - (3) provide a total of \$28,285 in enhanced funding to support Tobacco and Mental Wellness Programming for the 2022-23 and 2023-24 Fiscal Year as set out in the “Health Amendment NO.3” attached to this resolution as Schedule 3;

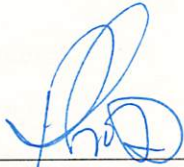
(collectively, the “SGFTA Amendment Agreements”); and

- C. Council has reviewed and considered the SGFTA Amendment Agreements.

THEREFORE THE COUNCIL OF THE VUNTUT GWITCHIN FIRST NATION RESOLVES THAT:

1. Council approves the SGFTA Amendment Agreements and authorizes the Chief to sign the SGFTA Amendment Agreements on behalf of VGFN.

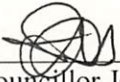
THIS RESOLUTION being duly approved by a quorum of the Council at a meeting duly convened on March 30, 2023 at Old Crow, Yukon.



Chief Pauline Frost



Deputy Chief Debra-Leigh Reti



Councillor Jeneen Frei Njootli

VUNTUT GWITCHIN FIRST NATION
SELF-GOVERNMENT
FINANCIAL TRANSFER AGREEMENT

HOUSING PROGRAMS AND SERVICES
AMENDMENT

THIS “AMENDMENT AGREEMENT” effective April 1, 2022 is

BETWEEN:

Vuntut Gwitchin First Nation (the “First Nation”), represented herein by the Chief;

AND:

His Majesty the King in Right of Canada (“Canada”), represented herein by the Regional Director General, Yukon Region, Department of Crown-Indigenous Relations and Northern Affairs;

(together being the “Parties” to this Amendment Agreement)

WHEREAS:

- a. The Vuntut Gwitchin First Nation Self-Government Agreement (the “SGA”) recognizes in section 13.3 that the First Nation has jurisdiction in relation to, among other things, the prevention of overcrowding of residences and the establishment, maintenance, provision, operation or regulation of local services and facilities on Settlement Land; and
- b. As recognized in section 2.2 of Annex A, Schedule 2, of the Vuntut Gwitchin First Nation Self-Government Financial Transfer Agreement (the “SGFTA”), the First Nation continues to assume responsibility from Canada for the term of the SGFTA for housing programs and services as described in article 4.0 of Annex A, Schedule 2 and for related local

government services and facilities within Settlement Land as described in article 3.0 of Annex A, Schedule 2 of the SGFTA; and

- c. Canada in Budget 2022 announced that it will provide \$565 million over 5 Fiscal Years, starting in the 2022-23 Fiscal Year, to support the provision of housing programs and services in self-governing and modern treaty First Nation communities, as prioritized by the respective First Nation (the “announcement”); and
- d. After consultation with Self-Governing Indigenous Governments and certain Modern Treaty Organizations, Canada has allocated to the First Nation a portion of the amount described in the announcement (the “enhancement”) on the basis of a nationally applicable methodology; and
- e. Pursuant to section 6.3 of Annex A of the SGFTA, the Parties have determined that the enhancement addresses the circumstances of the First Nation and there are no additional responsibilities for the First Nation associated with the enhancement; and
- f. Pursuant to section 9.2 of the SGFTA, the Parties wish to amend the SGFTA so as to incorporate in the Gross Expenditure Base the amounts identified hereunder for the 2022-23 to 2023-24 Fiscal Years and to commit to the delivery of the enhancement for the 2024-25 to 2026-27 Fiscal Years, all on the terms set out in this Amendment Agreement;

THEREFORE the Parties do now agree as follows:

Interpretation

1. The interpretation provisions of the SGFTA shall apply to this Amendment Agreement.
2. The provisions of sections 8.6 and 8.7 of the SGA shall apply in respect of this Amendment Agreement.

Financial Provisions

3. In consideration of the enhancement, the following amounts shall be added to the Programs and Services component of the Gross Expenditure Base in respect of housing programs and services:
 - a. \$2,753,102 for the 2022-23 Fiscal Year; and
 - b. \$3,834,691 for the 2023-24 Fiscal Year;

each Fiscal Year being a Specified Period.

4. Table 1 of Annex A of the SGFTA shall be amended to accord with section 3 above.
5. In addition, Canada is committed to provide to the First Nation on account of the enhancement:
 - a. \$5,124,801 for the 2024-25 Fiscal Year;
 - b. \$5,554,814 for the 2025-26 Fiscal Year; and
 - c. \$6,844,923 for the 2026-27 Fiscal Year;

each Fiscal Year being a Specified Period, by way of adding the applicable amount to the Programs and Services component of the Gross Expenditure Base in respect of housing programs and services for the relevant Fiscal Year, whether:

- i. as part of any continuation of the financial provisions of the SGFTA pursuant to s. 16.12 of the SGA, in which case Table 1 of Annex A of the SGFTA shall be deemed hereby to be amended to accord;
 - ii. as part of any agreement which is a successor to the SGFTA; or
 - iii. in default of both i. and ii., by such mechanism for delivery as to which the Parties may agree.
6. Canada has no obligation to deliver the enhancement unless and until the First Nation files a plan for the use of the enhancement and Canada concurs that the First Nation's plan aligns with Canada's objectives for the enhancement.
7. For greater certainty, the Parties recognize that the annual adjustors that are otherwise applicable to the Programs and Services component of the Gross Expenditure Base for housing programs and services or related local government services and facilities will not be applied to the amounts out in sections 3 and 5 above.

Transition

8. Despite any other SGFTA provision, the amount payable by Canada:

- a. pursuant to section 3 above:
 - i. for the 2022-23 Fiscal Year shall be paid to the First Nation in full as soon as practicable after the execution of this Amendment Agreement; and
 - ii. for the 2023-24 Fiscal Year shall be paid to the First Nation in full at the same time as Canada pays the first instalment of the Annual Formula Grant for that Fiscal Year or, in default thereof, at such later date in the first quarter of that Fiscal Year as may be practicable; and
- b. pursuant to section 5 above, for each of the 2024-25 to 2026-27 Fiscal Years, shall be paid to the First Nation in full at the same time as Canada pays the first instalment of the Annual Formula Grant for that Fiscal Year.

Saving

9. For greater certainty, the First Nation agrees to share progress with Canada on its use of the enhancement in accordance with Annex C of the SGFTA.
10. This Amendment Agreement and the SGFTA as amended hereby shall be without prejudice to and shall not affect the First Nation's eligibility for funding from any other source which Canada presently has or may make available from time to time to support the provision by the First Nation of housing programs and services or related local government services and facilities within Settlement Land, other than the funding announced in section 7.2 of Budget 2022 specifically to support First Nations housing on reserves.
11. The provisions of section 7 above are without prejudice to the position that either Party may have or wish to pursue through SGFTA negotiations or otherwise with respect to the application of adjustors to this or any other enhancement funding.
12. Nothing in this Amendment Agreement or the SGFTA, as amended hereby, shall be construed to mean that the Programs and Services component of the Gross Expenditure Base for housing programs and services or related local government services and facilities recognizes the full expenditure capacity the First Nation requires for those matters.

13. This Amendment Agreement and the SGFTA, as amended hereby, are and shall be without prejudice to any negotiations between the Parties intended to address the First Nation's requirement for housing programs and services or related local government services and facilities by way of further SGFTA provisions or otherwise.

Execution

14. This Amendment Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same document.

Coming into Force

15. Upon execution by both Parties, this Amendment Agreement shall be effective as of April 1, 2022.

IN WITNESS WHEREOF we, the duly authorized representatives of the Parties hereto, do now execute this Amendment Agreement and deliver it each unto the other as of the last date set out below.

Vuntut Gwitchin First Nation:

per:

Date: _____, 2023

Chief Pauline Frost

His Majesty the King in Right of Canada:

per:

Date: _____, 2023

Robin Bradasch
Regional Director General, Yukon Region
Department of Crown-Indigenous Relations
and Northern Affairs

VUNTUT GWITCHIN FIRST NATION
SELF-GOVERNMENT
FINANCIAL TRANSFER AGREEMENT

COMMUNITY CAPITAL FACILITIES AND SERVICES
AMENDMENT

THIS AMENDMENT AGREEMENT effective April 1, 2022 is

BETWEEN:

Vuntut Gwitchin First Nation (the "First Nation"), represented herein by the Chief;

AND:

His Majesty the King in Right of Canada ("Canada"), represented herein by the Regional Director General, Yukon Region, Department of Crown-Indigenous Relations and Northern Affairs;

(each being a "Party" and together being the "Parties" to this Amendment Agreement)

WHEREAS:

- a. The Vuntut Gwitchin First Nation Self-Government Agreement (the "SGA") recognizes in Article 13.0 that the First Nation has jurisdiction in relation to, among other things, the programs and services described in section 13.2 and, as described in section 13.3.15, the establishment, maintenance, provision, and operation of local services and facilities within Settlement Land; and
- b. The First Nation continues to assume responsibility from Canada for the term of the The Vuntut Gwitchin First Nation Self-Government Financial Transfer Agreement, as amended to date (the "SGFTA"), for

management, administration and delivery of the programs and services described in sections 2.1 and 2.2 of Annex A, Schedule 2, of the SGFTA, on the conditions set out therein, respectively; and

- c. The ongoing amount identified in the SGFTA Gross Expenditure Base to support the First Nation's Capital Programs and Services, as adjusted to date, is not commensurate with funding that Canada otherwise would currently provide, by way of Indigenous Services Canada's Capital Facilities and Maintenance program and a 35-year life cycle methodology, to support the First Nation's costs to operate and maintain, and to conduct major repairs to or replace, its community capital facilities and services; and
- d. Pursuant to section 9.2 of the SGFTA, the Parties wish to amend the SGFTA so as to incorporate in the Gross Expenditure Base for Capital Programs and Services, on the terms set out in this Amendment Agreement, the amounts identified hereunder;

THEREFORE the Parties do now agree as follows:

Interpretation

1. In this Amendment Agreement (this "Agreement"), including the recitals hereto:

"Capital Reserve" means the fund described in section 9 below;

"community capital facilities and services" means the buildings, facilities and infrastructure, other than housing and fire protection assets, in place as of April 1, 2021 and:

- a. used to support the First Nation's government operations and the delivery of its programs and services for the benefit of its Citizens or community;
- b. except as set out in Schedule 1, situated within the First Nation's Settlement Land;
- c. owned or operated by the First Nation, a corporation controlled by the First Nation, a trust settled by the First Nation or of which the First Nation is a beneficiary, or a partnership in which the First Nation is a limited partner; and
- d. provided at the First Nation's direct or indirect expense.

“major repair” includes the labour, equipment and supplies reasonably required to restore, modernize or renovate a physical asset utilized in the delivery of community capital facilities and services so as to extend or restore its useful operating life;

“operation and maintenance” means the provision of labour, equipment and supplies for the purposes of operating and maintaining in good operating condition the physical assets required for the delivery of community capital facilities and services, other than major repair, and includes the First Nation’s costs for property taxes and levies, municipal and third party service fees, and lease fees in respect of those assets; and

“Schedule 1” means the Schedule 1 attached to and forming part of this Agreement, as that Schedule may be amended from time to time pursuant to sections 13 and 15 below.

Otherwise, the interpretation provisions of the SGFTA shall apply to this Agreement.

2. The provisions of 8.6 and 8.7 of the SGA shall apply in respect of this Agreement.

Financial Provisions

3. In consideration of recitals b. and c., **\$1,790,049** shall be added to the ongoing Capital Programs and Services component of the Gross Expenditure Base, as of April 1, 2022, for the operation and maintenance, major repair and replacement of the physical assets listed in Schedule 1; that amount being equal to the difference between:
 - a. the amount to be paid to the First Nation pursuant to the SGFTA for the 2022-23 FY, prior to this Agreement; and
 - b. **\$3,280,105**, being the aggregate amount to be paid pursuant to the SGFTA, as amended by this Agreement, for the 2022-23 Fiscal Year;

in respect of those responsibilities, as exercised in relation to the physical assets listed in Schedule 1.

4. In further consideration of recitals b. and c., the amount set out in subparagraph 3.b above shall be the aggregate of the ongoing amounts to be reflected in the Capital Programs and Services component of the Gross Expenditure Base for the 2023-24 Fiscal Year and each subsequent Fiscal Year as follows:

- a. **\$1,862,785** (2022 \$) for the operation and maintenance; and
 - b. **\$1,417,320** (2022 \$) for the major repair and replacement;

of the physical assets listed in Schedule 1.
5. Table 1 of Annex A of the SGFTA is hereby amended to accord with sections 3 and 4 above.
6. In addition, Canada is committed to provide on an ongoing basis, unless otherwise agreed pursuant to section 13 below, not less than the amounts set out in section 4 above, each as adjusted in accordance with section 7 below, for the 2024-25 Fiscal Year and each subsequent Fiscal Year, by way of incorporation of that adjusted amount into the Gross Expenditure Base for the relevant Fiscal Year:
 - a. as part of any continuation of the financial provisions of the SGFTA pursuant to s. 16.12 of the SGA, in which case Table 1 of Annex A of the SGFTA shall be deemed hereby to be amended to accord;
 - b. as part of any agreement which is the successor to the SGFTA; or
 - c. in default of both a. and b., by such mechanism for delivery as to which the Parties may agree.
7. The amounts set out in section 4 above shall be adjusted for the 2023-24 Fiscal Year and from Fiscal Year to Fiscal Year thereafter in accordance with the annual adjustor(s) set out in the SGFTA and applicable to the Capital Programs and Services component of the Gross Expenditure Base.

Transition

8. Despite any other SGFTA provision, the amounts due to be paid by Canada to the First Nation:
 - a. pursuant to section 3 above shall be paid by Canada as a lump sum as soon as practicable after execution of this Amendment Agreement;
 - b. pursuant to section 4 above shall be paid by Canada in accordance with sections 3.4 to 3.8 of the SGFTA; and

- c. pursuant to section 6 above shall be paid in accordance with, as the case may be, sub-paragraph b. or the applicable payment provisions of the relevant agreement or mechanism.

Capital Reserve

- 9. (1) The Capital Reserve is a fund to be held by the First Nation and to be available to support the First Nation's expenditures for major repair to or replacement of the assets listed in Schedule 1.
 - (2) The First Nation shall allocate to the Capital Reserve the amounts contributed by Canada, from and after April 1, 2023, pursuant to sub-paragraph 4.b and likewise pursuant to section 6 above.
 - (3) Nothing shall prevent the First Nation from investing the amounts described in sub-section (2) if and as it so chooses.
10. The First Nation shall include in its audited financial statements for each Fiscal Year an accounting which reports the closing balance of the Capital Reserve for that Fiscal Year.

Schedule 1

11. Schedule 1 lists:
- a. the physical assets, identified by number, in respect of which the amounts set out in this Agreement are to be provided;
 - b. the estimated cost of:
 - i. major repairs to those assets; and of
 - ii. replacement of those assets;as calculated over a 35-year life cycle, commencing April 1, 2019;
 - c. the estimated annual cost of the operation and maintenance of those assets during those Fiscal Years; and

- d. the annualized contribution to the costs described in subparagraphs b. and c. which is to be provided by Canada pursuant to this Agreement.
12. The Parties acknowledge that in Schedule 1:
- a. the assets listed were identified with the use of Indigenous Services Canada's 2004 cost reference manual, as revised in parts to 2021 (the "CRM");
 - b. the cost estimates for operation and maintenance of those assets were determined with the use of the CRM and are expressed in 2022 dollars;
 - c. the cost estimates for major repair and for replacement of those assets were drawn from an assessment of those assets and costs performed by Stantec Consulting Ltd. in 2018-19, as then expressed in 2018 dollars and adjusted by the Price Adjustor to April 1, 2022; and
 - d. the annualized contribution to the costs described in subparagraph c. was derived from the application of a 35-year life cycle approach to the Stantec assessment, as expressed in 2022 dollars.

Nothing in this Amendment Agreement shall be construed to mean that the First Nation endorses all of the data sources or estimates cited in subparagraphs a. to c..

Periodic Review

13. The Parties together periodically shall review and update the information shown in Schedule 1 to reflect for the purposes of this Agreement going forward from the review:
- a. further consideration of the assumptions and data sources to be relied upon to identify the assets and costs to be listed in Schedule 1;
 - b. changes to the asset list since April 1, 2019 or the last review, as the case may be, including the deletion of listed assets that have been abandoned and the addition of new assets within the scope of community capital facilities and services but not then listed in Schedule 1;

- c. the estimated costs and timing of the activities described in sub-paragraphs 11.c above in relation to the assets to be listed in Schedule 1, taking into account:
 - i. the results of an assessment completed pursuant to section 14 below; and
 - ii. the actual cost experience of the First Nation in the time since April 1, 2019 or the last review, as the case may be; and
- d. the annualized contribution to the costs described in sub-paragraphs 11.b and 11.c above, taking into account the application of a 35-year life cycle approach to the assets and costs described in sub-paragraph 11.b, as expressed in dollars of the then current year; and
- e. the adjustor(s) to apply from Fiscal Year to Fiscal Year pursuant to section 7 above.

Subject to the outcome of negotiations of a successor to the SGFTA or, pursuant to 16.12 of the SGA, discussions concerning a continuation of its financing provisions, the first review pursuant to this section 13 shall occur in the 2027-28 Fiscal Year, unless otherwise agreed by the Parties that it shall be undertaken at an earlier time, and thereafter every five years, unless otherwise agreed.

- 14. Each review described in section 13 will be informed by an assessment of the First Nation's community capital facilities and services assets undertaken by a suitably qualified independent third party. Canada and the First Nation shall endeavour to jointly review the terms of reference for the assessment prior to its commencement for the purpose of ensuring that it will meet the needs of the Parties for the purposes of section 13 above.
- 15. Upon the completion of the procedure described in section 13 above:
 - a. Schedule 1 shall be amended in writing initialed by representatives of the Parties authorized for that purpose; and
 - b. the ongoing amount(s) for the Capital Programs and Services component of the Gross Expenditure Base of the SGFTA or other agreement or mechanism described in section 6, as the case may be, shall be amended likewise so as to incorporate the amounts which result from the review

pursuant to section 13 above for that Fiscal Year and each subsequent Fiscal Year until the next review is completed.

16. If the First Nation intends to establish a new community capital facilities and services asset or to replace an asset listed in Schedule 1 at a time prior to the next pending review, if the First Nation so requests and for the purpose of informing that review, the First Nation and Canada together shall provisionally identify the application (or not) of sub-paragraphs 13.b to e. in respect of that asset.

Saving

17. The Parties acknowledge that the amounts set out in sections 3 and 4 above do not include any amount in respect of the First Nation's costs for:
 - a. planning, designing or managing its community facilities and services;
 - b. managing the physical assets, the human resources and the financial resources required for the acquisition, construction and delivery of its community capital facilities and services; and
 - c. the assessment described in section 14.
18. The Parties further acknowledge that Schedule 1 does not include the full scope or list of the community capital facilities and services assets which the First Nation had in place as of April 1, 2021.
19. For greater certainty, nothing in this Agreement shall affect the application of section 3.4 of the SGA to federal program funding:
 - a. from Indigenous Services Canada in relation to the operating or capital cost of:
 - i. the repair or replacement of an asset listed in Schedule 1, net of the amount provided pursuant to this Agreement on account of that activity and asset;
 - ii. any addition to an asset listed in Schedule 1; or
 - iii. any community capital facilities and services asset which is not listed in Schedule 1;
 - b. available pursuant to federal Budget announcements in 2022, or prior

or subsequent years, of new or enhanced funding to support First Nation community infrastructure, including community capital facilities and services and the assets listed in Schedule 1; or

- c. from such other or additional funding source as Canada may make available from time to time to support First Nation community infrastructure, including community capital facilities and services and the assets listed in Schedule 1.

20. Nothing in this Agreement or the SGFTA, as amended hereby, shall be construed to mean that:

- a. the same paradigm, data sources or methodology shall be adopted by the Parties to identify any further adjustment of the Capital Programs and Services component of the Gross Expenditure Base that reasonably may be required; or that
- b. the Capital Programs and Services component of the Gross Expenditure Base recognizes the full expenditure capacity the First Nation requires;

for the First Nation's operation and maintenance of, or to conduct major repairs to or replace, the physical assets it requires for its community capital facilities and services, whether or not listed in Schedule 1.

21. The Parties acknowledge that the provisions of section 7 above are without prejudice to the position that either Party may have or wish to pursue through SGFTA negotiations or otherwise with respect to the adjustors to apply to Capital Programs and Services component of the Gross Expenditure Base.

22. This Agreement and the SGFTA, as amended hereby, are and shall be without prejudice to any negotiations between the Parties intended to address by way of further SGFTA provisions or otherwise the First Nation's full expenditure capacity requirements for the operation and maintenance of, or to conduct major repairs to or replace, the physical assets it requires for its community capital facilities and services.

Execution

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

Coming into Force

24. Upon execution by both Parties, this Agreement shall be effective as of April 1, 2022.

IN WITNESS WHEREOF we, the duly authorized representatives of the Parties hereto, do now execute this Agreement and deliver it each unto the other as of the last date set out below.

Vuntut Gwitchin First Nation

per:

Date: _____, 2023

Chief Pauline Frost

His Majesty the King in right of Canada

per:

Date: _____, 2023

Robin Bradasch
Regional Director General, Yukon Region
Department of Crown- Indigenous Relations
and Northern Affairs

SCHEDULE 1

#	Asset Description	Estimated Total Cost of Major Repair and Replacement (\$)	Major Maintenance and Replacement Contribution (\$)	O&M Contribution (\$)
1	Administration Building	10,248,735	292,821	151,751
2	Warehouse	1,347,147	38,490	108,237
3	Archives Building	1,814,635	51,847	30,276
4	Arctic Research Facility	3,338,008	95,372	40,490
5	JTC Lands and Resources offices	4,760,470	136,013	49,772
6	Daycare Centre	1,588,150	45,376	87,802
7	Ski Lodge	792,987	22,657	48,693
8	Youth Centre	2,569,430	73,412	45,616
9	Peter Moses Centennial Hall	2,787,610	79,646	41,002
10	VGFN Tool Shack	100,178	2,862	5,147
11	Tank Farms	2,746,510	78,472	-
12	Kenworth Water Truck	710,861	20,310	95,455
13	Kenworth Water Tank	516,990	14,771	95,455
14	Crow Mountain Rd	1,384,424	39,555	120,656
15	new water truck	477,617	13,646	95,455
16	new vacuum/sewer truck	401,790	11,480	183,567
17	New Community Hall	14,020,661	400,590	111,416
18	Municipal Type Service Agreements			551,995
		Total	\$ 1,417,320	\$ 1,862,785

VUNTUT GWITCHIN FIRST NATION
SELF-GOVERNMENT
FINANCIAL TRANSFER AGREEMENT

HEALTH AMENDMENT NO.3

THIS “AMENDMENT AGREEMENT” effective April 1, 2022 is

BETWEEN:

Vuntut Gwitchin First Nation (the "First Nation"), represented herein by the Chief;

AND:

His Majesty the King in Right of Canada ("Canada"), represented herein by the Regional Director General, Yukon Region, Department of Crown-Indigenous Relations and Northern Affairs;

(together being the “Parties” to this Amendment Agreement)

WHEREAS:

- a. The Vuntut Gwitchin First Nation Self-Government Agreement (the “SGA”) recognizes in subsection 13.2.3 that the First Nation has jurisdiction in the Yukon in relation to the provision of health care programs and services to Citizens, except licensing and regulation of facility-based services off Settlement Land; and
- b. Pursuant to the Health Canada Programs Amendment of the Vuntut Gwitchin First Nation Self-Government Financial Transfer Agreement (the “SGFTA”), effective April 1, 2019, the First Nation assumed responsibility for the management, administration and delivery of the Mental Wellness program and the Tobacco program, as described in subsections 8.1.18 and 8.1.20, respectively, of Annex A, Schedule 2 of the SGFTA, as amended; and

- c. Canada in Budget 2018 announced enhanced funding for the Tobacco program for the 2018-19 to 2023-24 Fiscal years and ongoing thereafter, and has now determined that additional enhancements (the “Tobacco enhancement”) are approved for release to the First Nation for the 2022-23 and 2023-24 Fiscal Years as set out hereunder; and
- d. Canada in Budget 2021 announced enhanced funding related to distinctions-based mental wellness programming for the 2021-22 to 2023-24 Fiscal Years and ongoing thereafter, and has now determined that an additional enhancement (the “additional Mental Wellness enhancement”) is approved for release to the First Nation for the 2022-23 Fiscal Year as set out hereunder; and
- e. Pursuant to section 6 of Annex A of the SGFTA, the Parties have determined that the Tobacco enhancement and the additional Mental Wellness enhancement address the circumstances of the First Nation and there are no additional program and service responsibilities for the First Nation associated with either of the enhancements; and
- f. Pursuant to section 9.2 of the SGFTA, the Parties wish to amend the SGFTA so as to incorporate in the Gross Expenditure Base the amounts identified hereunder on the terms set out in this Amendment Agreement;

THEREFORE the Parties do now agree as follows:

Interpretation

1. The interpretation provisions of the SGFTA shall apply to this Amendment Agreement.
2. The provisions 8.6 and 8.7 of the SGA shall apply in respect of this Amendment Agreement.

Financial Provisions

3. In consideration of the enhancements described in recitals c. and d., respectively, the following amounts shall be added to the Programs and Services component of the Gross Expenditure Base for health programs and services:
 - a. \$18,857.00 in respect of Mental Wellness for the 2022-2023 Fiscal Year;
 - b. \$4,714.00 in respect of Tobacco for the 2022-2023 Fiscal Year; and

- c. \$4,714.00 in respect of Tobacco for the 2023-2024 Fiscal Year;

each Fiscal Year being a Specified Period.

4. For greater certainty, the Parties recognize that the annual adjustor that is otherwise applicable to the Programs and Services component of the Gross Expenditure Base in respect of health programs and services has not been applied to the amounts out in section 3 above.
5. Table 1 of Annex A of the SGFTA is hereby amended to accord with section 3 of this Amendment Agreement.

Transition

6. Despite any other SGFTA provision, the amount set out in subparagraphs 3.a and 3.b above shall be paid by Canada to the First Nation as soon as practicable after execution of this Amendment Agreement. The amount set out in subparagraph 3.c above shall be paid by Canada to the First Nation in accordance with sections 3.6 and 3.7 of the SGFTA.

Saving

7. The Parties acknowledge that the amount set out in subparagraph 3.a reflects the equal division among all Yukon First Nations of additional funds for mental wellness programming, as administered by Canada, for the 2022-23 Fiscal Year, and that the amounts set out in subparagraphs 3.b and 3.c have been determined by Canada on the basis of a nationally applicable methodology for the allocation of the Tobacco enhancement.
8. The provisions of section 4 above are without prejudice to the position that either Party may have or wish to pursue through SGFTA negotiations or otherwise with respect to the application of adjustors to this or any other enhancement funding.
9. Nothing in this Amendment Agreement or the SGFTA, as amended hereby, shall be construed to mean that:
 - a. the same process and methodology shall be adopted by the Parties to identify any further adjustment of the Gross Expenditure Base that may be required to support the First Nation's Mental Wellness and Tobacco programs and services; or that
 - b. the Programs and Services component of the Gross Expenditure Base for health programs and services

recognizes the full expenditure capacity the First Nation requires to provide its Mental Wellness and Tobacco programs and services for its Citizens.

10. This Amendment Agreement and the SGFTA, as amended hereby, are and shall be without prejudice to any negotiations between the Parties intended to address the First Nation's requirements for subsequent Fiscal Years by way of further SGFTA provisions or otherwise.

Execution

11. This Amendment Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same document.

Coming into Force

12. Upon execution by both Parties, this Amendment Agreement shall be effective April 1, 2022.

IN WITNESS WHEREOF we, the duly authorized representatives of the Parties hereto, do now execute this Amendment Agreement and deliver it each unto the other as of the last date set out below.

Vuntut Gwitchin First Nation:

per:

_____ Date: _____, 2023
Chief Pauline Frost

His Majesty the King in Right of Canada:

per:

_____ Date: _____, 2023
Robin Bradasch
Regional Director General, Yukon Region
Department of Crown-Indigenous Relations
and Northern Affairs