



VUNTUT GWITCHIN GOVERNMENT
Government of Vuntut Gwitchin First Nation

CHIEF AND COUNCIL

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VUNTUT GWITCHIN FIRST NATION

COUNCIL RESOLUTION 03-02-2023 – #08

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 \$42,876 in enhanced funding to support Post-Secondary Education programming for the 2022-2023 Fiscal Year as set out in the “Post-Secondary Education Program Amendment” attached to this resolution as Schedule 1;
 - (2) provide a total of \$99,976 in enhanced funding to support mental wellness programming for the 2022-23 Fiscal Year and \$49,988 for the 2023-24 Fiscal Year as set out in the “Mental Wellness Amendment” attached to this resolution as Schedule 2;
 - (3) provide a total of \$37,0472 in enhanced funding to support Family Violence Prevention Programming for the 2022-23 Fiscal Year as set out in the “Family Violence Amendment” attached to this resolution as Schedule 3; and
 - (4) provide a total of \$87,870 in enhanced funding to support Community Infrastructure Priorities for the 2022-23 Fiscal Year as set out in the “Infrastructure Amendment NO. 3” attached to this resolution as Schedule 4; and
 - (5) provide a total of \$360,850 in enhanced funding for the 2022-2023 fiscal year and \$374,613 for the 2023-24 fiscal year to support operation and maintenance of community water and wastewater systems as set out in the “Water/Wastewater Amendment NO. 3” attached to this resolution as Schedule 5;
- (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 2, 2023 at Old Crow, Yukon.



Chief Pauline Frost



Deputy Chief Debra-Leigh Reti



Councillor Jeneen Frei-Njootli

SCHEDULE 1
POST-SECONDARY EDUCATION PROGRAM AMENDMENT

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A copy of the NNADAP Amendment Agreement shall be attached following
this page.*

VUNTUT GWITCHIN FIRST NATION
SELF-GOVERNMENT
FINANCIAL TRANSFER AGREEMENT

POST-SECONDARY EDUCATION PROGRAM
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 subsection 13.2.8 that the First Nation has jurisdiction in the Yukon in relation to the provision of education programs and services for Citizens choosing to participate, except licensing and regulation of facility-based services off Settlement Land; and
- b. As provided 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 for the management, administration and delivery of the Post-Secondary Student

Support Program described in subsections 2.1.2 and 6.1.4 (the “Program”); and

- c. Canada in Budget 2019 announced enhanced funding for the Program for the 2019-2020 to 2023-24 Fiscal Years and has now approved release of the funding involved for the 2022-23 Fiscal Year (the “enhancement”); and
- d. Pursuant to section 6 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
- e. 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 enhancement, \$42,876.00 will be added to the Programs and Services component of the Gross Expenditure Base for education programs and services for the 2022-2023 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 education programs and services has not been applied to the amount 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 section 3 above shall be paid to the First Nation as a lump sum payment as soon as practicable after execution of this Amendment Agreement.

Saving

7. The Parties acknowledge that the amount set out in section 3 has been determined by Canada on the basis of a nationally applicable methodology for the allocation of the 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 post-secondary student support programs and services; or that
 - b. the Programs and Services component of the Gross Expenditure Base for education programs and services recognizes the full expenditure capacity the First Nation requires to provide its post-secondary education 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 requirement 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 of both Parties, this Amendment Agreement shall be effective retroactively to 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

SCHEDULE 2
MENTAL WELLNESS AMENDMENT

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A copy of the Indigenous Languages Amendment Agreement shall be
attached following this page.*

VUNTUT GWITCHIN FIRST NATION
SELF-GOVERNMENT
FINANCIAL TRANSFER AGREEMENT

MENTAL WELLNESS 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 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 as described in subsection 8.1.18 of Schedule 2 of the SGFTA, as amended (the “Program”); and

- c. Canada, in Budget 2021, announced funding related to distinctions-based mental wellness programming for the 2021-2022 to 2023-2024 Fiscal Years and has now approved release of that funding (the “enhancement”); and
- d. Pursuant to section 6 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
- e. 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 the enhancement, the following amounts shall be added to the Programs and Services component of the Gross Expenditure Base for health programs and services:
 - a. \$99,976.00 for the 2022-2023 Fiscal Year; and
 - b. \$49,988.00 for the 2023-2024 Fiscal Year;each Fiscal Year being a Specified Period.
- 4. The Parties acknowledge that the amount set out in subparagraph 3.a above consolidates the enhancement as allocated to the First Nation for

the 2021-2022 and 2022-2023 Fiscal Years.

5. 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.
6. Table 1 of Annex A of the SGFTA is hereby amended to accord with section 3 of this Amendment Agreement.

Transition

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

Saving

8. The Parties acknowledge that the amounts set out in section 3 have been determined by Canada on the basis of a nationally applicable methodology for the allocation of the enhancement.
9. The provisions of section 5 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.
10. 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 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 programs and

services for its Citizens.

11. 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 subsequent Fiscal Years by way of further SGFTA provisions or otherwise.

Execution

12. 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

13. Upon execution of 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

SCHEDULE 3
FAMILY VIOLENCE AMENDMENT

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A copy of the Infrastructure Gap Amendment Agreement shall be attached
following this page.*

VUNTUT GWITCHIN FIRST NATION
SELF-GOVERNMENT
FINANCIAL TRANSFER AGREEMENT

FAMILY VIOLENCE 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 subsection 13.2.4 that the First Nation has jurisdiction in the Yukon in relation to the provision social and welfare services to Citizens, except licensing and regulation of facility-based services off Settlement Land; and
- b. As provided 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 for the management, administration and delivery of the Family Violence program as described in subsection 7.1.2 of that Schedule (the “Program”); and
- c. Canada, in the 2020 Fall Economic Statement, announced funding related

to culturally relevant violence prevention programming for the 2021-2022 to 2025-26 Fiscal Years and has now approved release of the funding for the 2021-2022 and 2022-23 Fiscal Years (the “enhancement”); and

- d. Pursuant to section 6 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
- e. 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 enhancement, \$37,042.00 will be added to the Programs and Services component of the Gross Expenditure Base for social programs and services for the 2022-2023 Fiscal Year, being a Specified Period.
- 4. The Parties acknowledge that the amount set out in section 3 above consolidates the enhancement as allocated to the First Nation for the 2021-2022 and 2022-2023 Fiscal Years; being

\$13,588.00 for the 2021-2022 Fiscal Year; and

\$23,454.00 for the 2022-2023 Fiscal Year.
- 5. 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 social programs and services has not been applied to the amount out in section 3 above.
- 6. Table 1 of Annex A of the SGFTA is hereby amended to accord with section 3 of this Amendment Agreement.

Transition

7. Despite any other SGFTA provision, the amount set out in section 3 above shall be paid by Canada to the First Nation as a lump sum as soon as practicable after execution of this Amendment Agreement.

Saving

8. The Parties acknowledge that the amount set out in section 3 has been determined by Canada on the basis of a nationally applicable methodology for the allocation of the enhancement.
9. The provisions of section 5 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.
10. 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 family violence programs and services; or that
 - b. the Programs and Services component of the Gross Expenditure Base for social programs and services recognizes the full expenditure capacity the First Nation requires to provide its social programs and services for its Citizens.
11. 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 subsequent Fiscal Years by way of further SGFTA provisions or otherwise.

Execution

12. 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

13. Upon execution of 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

SCHEDULE 4
INFRASTRUCTURE AMENDMENT NO 3.

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A copy of the Infrastructure Gap Amendment Agreement shall be attached
following this page.*

VUNTUT GWITCHIN FIRST NATION
SELF-GOVERNMENT
FINANCIAL TRANSFER AGREEMENT

INFRASTRUCTURE 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 section 13.3 that the First Nation has jurisdiction in relation to, among other things, the establishment, maintenance, provision and operation of local services and facilities within 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 the management, administration

and delivery of local government services and facilities within Settlement Land; and

- c. Canada in Budget 2017 announced that it will provide \$4.0 billion over 10 Fiscal Years, starting in the 2018-19 Fiscal Year, and in the 2020 Fall Economic Statement re-announced that it will provide \$1.8 billion over 7 Fiscal Years, starting in the 2021-22 Fiscal Year, to support community infrastructure priorities in Indigenous communities, and Canada has now approved release of the funds involved for the 2022-23 Fiscal Year (the “enhancement”); and
- d. 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
- e. 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 amount identified hereunder for the 2022-23 Fiscal Year 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, \$87,870 shall be added to the Programs and Services component of the Gross Expenditure Base in respect of local government services and facilities for the 2022-23 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 capital programs and services has not been applied to the amount out in section 3 above.
5. Table 1 of Annex A of the SGFTA shall be amended to accord with section

3 above.

Transition

6. Despite any other SGFTA provision, the amount set out in section 3 above shall be paid by Canada to the First Nation as a lump sum as soon as practicable after execution of this Amendment Agreement.

Saving

7. The Parties acknowledge that the amount set out in section 3 has been determined by Canada on the basis of a federal methodology for the allocation of the enhancement.
8. 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 community infrastructure priorities; or
 - b. the Programs and Services component of the Gross Expenditure Base for capital programs and services recognizes the full expenditure capacity the First Nation requires for the establishment, maintenance, provision and operation of local services and facilities within its Settlement Land.
9. 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.
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 requirement for local government services and facilities or other capital programs and services or projects 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 retroactively to 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

SCHEDULE 5
WATER/WASTER WATER AMENDMENT NO 3.

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A copy of the Infrastructure Gap Amendment Agreement shall be attached
following this page.

VUNTUT GWITCHIN FIRST NATION
SELF-GOVERNMENT
FINANCIAL TRANSFER AGREEMENT

WATER/WASTEWATER 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 13.3.15 that the First Nation has jurisdiction in relation to, among other things, the establishment, maintenance, provision, and operation of local services and facilities within 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 the operation and maintenance of community capital facilities and services, including water and wastewater systems; and

- c. Canada in Budget 2019 announced enhanced funding for the 2019-20 to 2023-24 Fiscal Years and ongoing thereafter to support the operation and maintenance of water and wastewater systems in First Nation communities and has now approved release of the funding involved for the 2022-23 and 2023-24 Fiscal Years (the “enhancement”); and
- d. 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 that there are no additional responsibilities for the First Nation associated with it; and
- e. 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 amount identified hereunder on the terms set out in this Amendment Agreement;

THEREFORE the Parties do now agree as follows:

Interpretation

1. In this Amendment Agreement,

“operation and maintenance of community water and wastewater systems” means and includes activities and costs for:
 - a. the repair and renovation of community water and wastewater systems;
 - b. the recruitment, training and retention of water and wastewater system operators;
 - c. the provision and improvement of access to clean and safe drinking water; and
 - d. the development and implementation of First Nation-led water and wastewater service delivery models.

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

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

Amendment Agreement.

Financial Provisions

3. In consideration of the enhancement, there shall be added to the Programs and Services component of the Gross Expenditure Base in respect of capital programs and services:
 - a. \$360,850 for the 2022-23 Fiscal Year; and
 - b. \$374,613 for the 2023-24 Fiscal Year;each Fiscal Year being a Specified Period, to further support the First Nation's operation and maintenance of community water and wastewater systems.
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 capital programs and services has not been applied to the amounts out in section 3 above.
5. Table 1 of Annex A of the SGFTA shall be amended to accord with section 3 above.

Transition

6. Despite any other SGFTA provision,
 - a. the amount set out in subparagraph 3.a above shall be paid by Canada to the First Nation as a lump sum as soon as practicable after execution of this Amendment Agreement; and
 - b. the amount set out in subparagraph 3.b 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 amounts set out in section 3 have been determined by Canada on the basis of a federal methodology for the allocation of the enhancement.
8. 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 to the First Nation's operation and maintenance of community water and wastewater systems; or that
 - b. the Programs and Services component of the Gross Expenditure Base in respect of community capital facilities and services recognizes the full expenditure capacity the First Nation requires for the operation and maintenance of water and wastewater services to its Citizens and community within its Settlement Land.
9. 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.
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 requirement for water and wastewater services to its Citizens and community within its Settlement Land 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 retroactively to 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