



COLLABORATIVE AGREEMENT ON HOUSING

between the

GWICH'IN TRIBAL COUNCIL

and

HOUSING NORTHWEST TERRITORIES

April 23, 2024

1. INTRODUCTION

Much of the housing and infrastructure in the Northwest Territories (NWT), including the communities of Aklavik, Inuvik, Teet'it Zeh and Tsiigehtchic (the "Gwich'in Communities") requires repair and replacement in the coming years and decades.

Housing NWT, and previously the NWT Housing Corporation, have historically retained a primary role in the provision of public and market housing and private home repairs in the Gwich'in Communities. The Gwich'in Tribal Council (GTC) has begun to access distinctions-based federal funding for the supply of new housing and infrastructure in the Gwich'in Communities.

The GTC represents participants in respect of their rights under the *Gwich'in Comprehensive Land Claim Agreement* (Gwich'in Participants) and self-government rights including those currently under negotiation in a regional self-government agreement establishing a Gwich'in Government or the Dinjii Zhuh Regional Government. Housing has been identified as a potential area of jurisdiction for Gwich'in Government.

Collaboration is required between Housing NWT and the GTC (each a 'party' and collectively 'the Parties') to ensure that limited resources can be optimized to the extent that improved housing solutions can be identified for Gwich'in Participants in: (1) the Gwich'in Communities; and (2) those residing elsewhere in the NWT.

Each government (Indigenous and public) has a critical role in the provision of programming and services in relation to housing in the Gwich'in Communities. With this Collaborative Agreement on Housing ("Agreement"), Housing NWT and the GTC endeavour to reframe their working relationship for a renewed partnership.

2. GOVERNMENT TO GOVERNMENT RELATIONSHIP

- 2.1 The Parties will work to facilitate the maintenance and continued development of a positive and progressive government-to-government relationship.
- 2.2 By entering into the Agreement, Housing NWT seeks to further its corporate value of reconciliation and to facilitate the exercise of the treaty rights of the Gwich'in.

- 2.3 The Parties are committed to implementing the United Nations Declaration on the Rights of Indigenous Peoples within the constitutional framework of Canada.

3. INTERGOVERNMENTAL MOU

- 3.1 On April 29th, 2022, the GTC and the Government of the Northwest Territories (“GNWT”) signed a renewed Gwich’in Tribal Council / GNWT Memorandum of Understanding Regarding Intergovernmental Cooperation and Coordination (“Intergovernmental MOU”) (Appendix A).
- 3.2 Section 3.1 of the Intergovernmental MOU specifically recognizes “social programs, most notably...housing” as an area for further consideration and discussion.
- 3.3 This Agreement is to be read together with the Intergovernmental MOU, but in the event of an inconsistency or conflict between this Agreement and the Intergovernmental MOU, the Intergovernmental MOU prevails to the extent of the inconsistency or conflict.
- 3.4 Unless terminated under section 12.5, this Agreement survives the termination or expiry of the Intergovernmental MOU.

4. PREPARING FOR SELF-GOVERNMENT

- 4.1 This Agreement and the forum it creates are intended to facilitate and enhance the exercise of the inherent right of self-government of the Gwich’in, and to prepare for the transition to Gwich’in Government in the future.
- 4.2 The Parties to this Agreement, with the participation of the GNWT Department of Executive and Indigenous Affairs, will explore the coordination of their respective powers concerning the delivery of programs and services provided to Gwich’in Participants in the Gwich’in Communities. These discussions may include, but are not limited to, different models for consultation and mutual discussion concerning current housing inventory, and the delivery of market and social housing.

5. VENUE FOR COOPERATIVE DISCUSSIONS ON HOUSING

- 5.1 As soon as practicable after the approval of this Agreement, the GTC and Housing NWT will establish a working group to be the primary venue for cooperative discussions and for coordinating efforts on housing issues under this Agreement.
- 5.2 The GTC designates its Chief Executive Officer as its lead official for purposes of this Agreement.
- 5.3 Housing NWT designates its President and CEO as its lead official for purposes of this Agreement.
- 5.4 A party may invite other staff and advisors, including Elders and Youth, to attend meetings of the working group where possible and practical.
- 5.5 Unless otherwise agreed, the housing working group established under this Agreement will meet no less than one (1) time per year.
- 5.6 The Parties aim to promote open and frequent communication between their respective officials outside of the working group, as required, to advance the shared interests under this Agreement, and in a manner consistent with the Communications Protocol referred to in section 10.

6. HOUSING AND INFRASTRUCTURE PLANNING

- 6.1 Housing NWT supports the creation of Community Housing Plans for communities in the Northwest Territories. A Community Housing Plan is a strategic document prepared with input from community members and takes into account social, cultural, economic, environmental, and other impacts on the housing situation in that community to better understand current and future housing needs.
- 6.2 The GTC is undertaking community development planning in the Gwich'in Communities and developing a prioritized listing for potential investment by the GTC with funding provided by the Federal Government.

- 6.3 The Parties will collaborate and share information to avoid duplicating efforts, and to maximize the benefits arising from each of these planning processes.

7. PROCUREMENT

- 7.1 The procurement of housing and housing-related infrastructure by Housing NWT in Gwich'in Communities is subject to the applicable provisions of the *Gwich'in Comprehensive Land Claim Agreement* (GCLCA), GNWT procurement policies, and any bilateral agreements on procurement between the GTC and the GNWT in effect from time to time.

8. COORDINATED PROGRAM DELIVERY IN GWICH'IN COMMUNITIES

- 8.1 The GTC and Housing NWT share the objective of coordinating their respective housing-related program delivery in the Gwich'in Settlement Area and maximizing their collective efforts to address housing needs in the region for Gwich'in Participants.
- 8.2 The Parties recognize the need to coordinate and collaborate with the Inuvialuit Regional Corporation (IRC) in the communities of Aklavik and Inuvik.
- 8.3 The GTC and Housing NWT may take joint actions in the Gwich'in Communities for the benefit of Gwich'in Participants, including but not limited to:
- (a) coordinating planning, construction, repair and renovation of housing undertaken by the respective parties;
 - (b) commissioning research, studies, or other work specific to housing;
 - (c) sharing housing related information and data including that in relation to construction, engineering and architecture;
 - (d) jointly supporting staff secondments and training; and,
 - (e) housing related communication and advocacy efforts at the local, territorial and federal levels.

9. INFORMATION AND DATA SHARING

- 9.1 The Parties agree to the open and timely sharing of information on matters of mutual concern under this Agreement and acknowledge that effective and direct collaboration on housing requires the sharing of housing-related data including, but not limited to: (1) data related to trends, (2) demographics and (3) wait lists.
- 9.2 The Parties agree to recognize limits to their ability to share information and data that may be set out in the *Access to Information and Protection of Privacy Act* of the NWT or in a policy or law concerning privacy for the future Gwich'in Government.

10. COMMUNICATIONS PROTOCOL

- 10.1 The Parties will develop a Communications Protocol that:
- (a) establishes single points of contact for each party;
 - (b) promotes information sharing especially around construction, engineering and architecture in northern communities;
 - (c) provides timely communications between the Parties; and,
 - (d) allows for open and transparent dialogue.

11. EFFECT OF COLLABORATIVE AGREEMENT

- 11.1 The Parties agree that the commitments in this Agreement are political in nature and intend that any dispute about the interpretation or implementation of this Agreement is to be resolved through good faith discussions rather than by referral to a court of law.
- 11.2 The good faith discussions under section 11.1 will be conducted by the lead officials designated under sections 5.2 and 5.3
- 11.3 If the Parties remain at an impasse following the good faith discussions, the lead officials will refer the remaining issues in dispute to their respective political leadership, who may together agree to attempt to resolve the remaining issues by alternative means such as assisted discussions using a mediator or facilitator.

- 11.4 This Agreement does not constrain the GTC and Housing NWT from exercising their respective powers and responsibilities, nor does it impose any financial obligations.
- 11.5 This Agreement does not prevent the GTC or the GNWT from participating in other intergovernmental processes or agreements.
- 11.6 For greater certainty, this agreement is intended to facilitate and enhance the exercise of aboriginal or treaty rights held by Gwich'in Participants in the NWT. Nothing in this Agreement shall be construed so as to abrogate or derogate from the protection provided for existing aboriginal or treaty rights of the Gwich'in by the recognition and affirmation of those rights in section 35 of the Constitution Act, 1982.
- 11.7 This Agreement will be complementary to other applicable bilateral agreements and arrangements between the GTC and the GNWT.

12. GENERAL TERMS

- 12.1 This Agreement will be in effect for a period of four (4) years from the date of signing.
- 12.2 This Agreement may be periodically reviewed and, upon written consent of the Parties, it may be renewed for further terms.
- 12.3 This Agreement may be reviewed and amended by mutual agreement of the Parties and upon written notice being given to the other party at least sixty (60) days in advance.
- 12.4 A request by a party to discuss any matter related to the content of this Agreement, including a proposed amendment to this Agreement, will not be unreasonably refused by the other party.

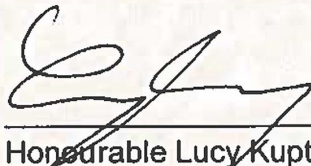
12.5 This Agreement may be terminated by either party upon written notice being given to the other party at least sixty (60) days in advance of the termination date.

SIGNATORIES

FOR THE GWICH'IN TRIBAL COUNCIL

FOR HOUSING NWT


Ken Kyikavichik
Grand Chief


Honourable Lucy Kuptana
Minister Responsible for
Housing NWT



Gwich'in Tribal Council

and

Government of the Northwest Territories (GNWT)

Memorandum of Understanding (MOU)

Regarding

Intergovernmental Cooperation and Coordination

(collectively known as the "Two Governments")

April 29, 2022

1. PREAMBLE

- 1.1. **Whereas**, the Gwich'in have traditionally used and occupied lands in the Northwest Territories (NWT), Yukon, and Alaska from time immemorial;
- 1.2. **Whereas** Chiefs and headmen representing the Gwich'in (known as the Loucheux at the time) signed Treaty 11 in Tsiigehtchic (Arctic Red River) on July 26, 1921 and Fort McPherson (Teet'it Zehh) on July 28, 1921;
- 1.3. **Whereas** the Gwich'in and the Government of the Northwest Territories (GNWT) are signatories to the Gwich'in Comprehensive Land Claim Agreement (GCLCA), a modern treaty approved by Order in Council P.C. 1992-757 dated April 10, 1992;
- 1.4. **Whereas** the GNWT recognizes that the Gwich'in are aboriginal peoples of Canada and possess an inherent right of self-government under Section 35(1) of the *Constitution Act*, 1982;
- 1.5. **Whereas** the Gwich'in Tribal Council is the responsible Indigenous government on behalf of the Gwich'in and the GNWT is the public government on behalf of all citizens of the NWT;
- 1.6. **Whereas** the Gwich'in Tribal Council and GNWT recognize their concurrent responsibility to Gwich'in residents of the NWT;
- 1.7. **Whereas** the GNWT is committed to building and maintaining a mutually respectful government-to-government relationship with the Gwich'in;
- 1.8. **Whereas** the Gwich'in and the GNWT acknowledge that cooperation and coordination among political leadership and senior officials is key to fulfilling the potential of the government-to-government relationship; and
- 1.9. **Now therefore**, the Gwich'in Tribal Council and the GNWT wish to continue to recognize the government-to-government relationship by way of this renewed intergovernmental memorandum of understanding ("Intergovernmental MOU") and engage in the relationship by way of regular meetings of political leadership and senior officials.

2. OBJECTIVES

2.1. This Intergovernmental MOU is intended to:

- Enhance the practical realization of the government-to-government relationship;
- Enhance the day-to-day interaction, cooperation, and coordination of the Gwich'in Tribal Council and the GNWT; and
- To raise issues and resolve issues of mutual concern in a manner that reflects the Gwich'in Tribal Council, its participants and public interests.

3. PRIORITY TOPICS FOR CONSIDERATION

3.1. The items listed below are considered by the Two Governments as priority topics for further consideration and discussion:

- 3.1.1. The provision of effective social programs in all Gwich'in communities, most notably health services, education, income support, services for elders, housing, and policing and justice;
- 3.1.2. Economic development in the Gwich'in Settlement Area and to realize the potential for Gwich'in to participate fully in all aspects of the Northern economy;
- 3.1.3. Employment, skill development, and job training for Gwich'in participants;
- 3.1.4. Management of air, land, water, and wildlife issues; and
- 3.1.5. Any other areas of mutual interest identified by the Two Governments.

4. INFORMATION SHARING and COMMUNICATION

- 4.1. The Two Governments recognize that in order to effectively make progress on areas of mutual interest, it is important that information be shared in an open and timely manner, subject to any constraints imposed by law.
- 4.2. The Two Governments are committed to meaningful communication on GNWT initiatives that may have an impact on the Gwich'in.
- 4.3. Each government will notify the other, in advance of upcoming activities, emergent issues of concern, potential opportunities and upcoming public engagement or consultations. For example, the GNWT shall advise the Gwich'in Tribal Council when Ministers are intending to visit Gwich'in communities.
- 4.4. GNWT formal correspondence addressed to the Grand Chief of the Gwich'in Tribal Council should be copied to:
 - the Gwich'in Tribal Council Chief Executive Officer,
 - the Gwich'in Tribal Council Manager of Government Affairs,
 - the Premier of the Northwest Territories,
 - the Principal Secretary,
 - the Secretary to Cabinet/Deputy Minister of Executive and Indigenous Affairs, and
 - the Deputy Secretary, Indigenous and Intergovernmental Affairs.
- 4.5. Gwich'in Tribal Council formal correspondence addressed to the Premier of the Northwest Territories should be copied to:
 - the Gwich'in Tribal Council Grand Chief
 - the Gwich'in Tribal Council Chief Executive Officer;
 - the Gwich'in Tribal Council Manager of Government Affairs
 - the Principal Secretary,
 - the Secretary to Cabinet/Deputy Minister of Executive and Indigenous Affairs, and
 - the Deputy Secretary, Indigenous and Intergovernmental Affairs.
- 4.6. Gwich'in Tribal Council formal correspondence addressed to Ministers of the GNWT should be copied to:
 - the Gwich'in Tribal Council Grand Chief

- the Premier of the Northwest Territories
- the Gwich'in Tribal Council Chief Executive Officer;
- the Gwich'in Tribal Council Manager of Government Affairs
- the Principal Secretary,
- the Secretary to Cabinet/Deputy Minister of Executive and Indigenous Affairs, and
- the Deputy Secretary, Indigenous and Intergovernmental Affairs.

4.7. GNWT formal correspondence addressed to Designated Gwich'in Organizations/Gwich'in Councils should be copied to:

- the Gwich'in Tribal Council Chief Executive Officer,
- the Gwich'in Tribal Council Chief Financial Officer
- the Gwich'in Tribal Council Manager of Government Affairs, and
- the Gwich'in Tribal Council Manager of Gwich'in Services.
- the Principal Secretary,
- the Secretary to Cabinet/Deputy Minister of Executive and Indigenous Affairs, and
- the Deputy Secretary, Indigenous and Intergovernmental Affairs.

4.8. Without altering protocols set out in the foregoing provisions, to facilitate the effective and efficient ongoing exchange of information for specific operational processes, the elected leaders may be asked to identify a senior official properly mandated and authorized to coordinate on behalf of their respective government, if it is other than the elected leader. Formal correspondence addressed to lead senior officials of the Two Governments should be copied to:

- the Gwich'in Tribal Council Chief Executive Officer,
- the Gwich'in Tribal Council Chief Operating Officer,
- the Gwich'in Tribal Council Manager of Government Affairs,
- the appropriate Designated Gwich'in Organization/Gwich'in Council as applicable,
- the Principal Secretary,
- the Secretary to Cabinet/Deputy Minister of Executive and Indigenous Affairs, and
- the Deputy Secretary, Indigenous and Intergovernmental Affairs.

5. GOVERNMENT-TO-GOVERNMENT MEETINGS

5.1. Meetings of Elected Leaders

- 5.1.1. Regular meetings of elected leaders will build and maintain a mutually respectful government-to-government relationship between the Gwich'in Tribal Council and the GNWT.
- 5.1.2. There shall be one (1) meeting a year between the Gwich'in Tribal Council Board of Directors and Members of the NWT Executive Council ("Bilateral Meeting").
- 5.1.3. The Bilateral Meeting will rotate between a Gwich'in Settlement Area community and Yellowknife.
- 5.1.4. In order to ensure that a dialogue takes place during the Operating and Maintenance and Capital Planning processes, efforts will be made to hold the Bilateral Meeting in either the first or third quarter of the fiscal year.
- 5.1.5. This Intergovernmental MOU does not restrict the Two Governments from holding additional meetings between the Executive of the Gwich'in Tribal Council and the Premier and/or Executive Council as may be required.
- 5.1.6. Bilateral Meetings will rotate between the Premier of the Northwest Territories and the Grand Chief of the Gwich'in Tribal Council.
- 5.1.7. Only the Gwich'in Tribal Council Board of Directors, selected Gwich'in Elders/Youth, and Members of the NWT Executive Council will sit at the leaders' table of the Bilateral Meeting.
- 5.1.8. The Two Governments may invite other elected officials, senior officials, staff and other advisors to attend the Bilateral Meeting. Each Government will inform the other of additional people invited and seek their agreement on attendance.
- 5.1.9. Prior to the Bilateral Meeting, the Two Governments will reach agreement on an agenda that has been jointly developed by senior officials. Where applicable, lead notes, briefing materials,

reports and other documents may be shared by the Two Governments.

5.1.10. At the Bilateral Meetings, the elected leaders of the Two Governments will:

- Chair the meetings on an alternating basis between the Grand Chief of Gwich'in Tribal Council and the Premier of the NWT.
- Make good faith efforts to address the matters set out on the agenda.
- The Two Governments, if agreed upon, may permit persons described in clause 5.1.8 above to make submissions or presentations during the Bilateral Meeting.
- Prior to the end of each Bilateral Meeting, the Two Governments will agree upon a joint summary of commitments and a joint communiqué.

5.2. Meetings of Senior Officials

5.2.1. Meetings between senior officials will support the government-to-government work of elected leaders.

5.2.2. Each government will designate a lead senior official responsible for coordinating preparation and follow-up of the meetings of elected leaders.

5.2.3. Senior officials shall meet in order to assist in the scheduling of, and preparation for, Bilateral Meetings, including developing a joint agenda and shared briefing materials.

5.2.4. Immediately following the Bilateral Meetings, senior officials will prepare a summary of commitments in support of the Bilateral Meetings to ensure that meeting outcomes are fulfilled and where applicable, developing a joint internal summary of

commitments and joint external communiqué for review prior to the end of the Bilateral Meeting

- 5.2.5. Senior officials from the Two Governments will meet regularly (quarterly) to review the commitments from the Bilateral Meeting in the commitment matrix and work plans, if applicable, to ensure that meeting commitments are followed up on.
- 5.2.6. As appropriate, senior officials from Gwich'in Tribal Council shall be invited on occasion to the GNWT Deputy Minister's Committee meetings.

6. JOINT COMMUNICATION

- 6.1. The Gwich'in Tribal Council and the GNWT recognize the importance of issuing joint letters, press releases, statements, or other communications on matters of mutual interest and concern ("Joint Communications").
- 6.2. Joint communications include, but are not limited to, any communication, document or materials bearing the logos of, or using the letterheads of, both the Gwich'in Tribal Council and the GNWT.
- 6.3. The Two Governments recognize the importance of ensuring that any joint communications have been duly reviewed and approved by both senior officials and elected officials of their respective governments prior to release or publication of the joint communication.
- 6.4. Any request by either the Gwich'in Tribal Council or the GNWT for the issuance of any joint communication, including the use of the other government's logo or letterhead on any materials whatsoever, shall be made at least forty-eight (48) hours in advance, in writing, to the Chief Executive Officer on behalf of the Gwich'in Tribal Council and to the Principal Secretary on behalf of the GNWT.
- 6.5. The agreement of the Gwich'in Tribal Council and the GNWT to the issuance of any joint communications shall be given in writing by the Chief Executive Officer on behalf of the Gwich'in Tribal Council and by Principal Secretary on behalf of the GNWT.

- 6.6. No joint communications shall be issued that have not followed, and been duly approved, pursuant to the above protocol.

7. COSTS

- 7.1. All costs associated with the activities set out in this Intergovernmental MOU are the individual responsibility of the Two Governments.

8. EFFECT OF THE INTERGOVERNMENTAL MOU

- 8.1. Nothing in this Intergovernmental MOU creates any legal obligations for either Government.
- 8.2. Nothing in this Intergovernmental MOU shall constrain the respective governments from exercising their powers and responsibilities.
- 8.3. Nothing in this Intergovernmental MOU prevents the Gwich'in Tribal Council and the GNWT from participating in other intergovernmental processes or agreements.

9. TERM OF THE INTERGOVERNMENTAL MOU

- 9.1. The Intergovernmental MOU shall be in effect for a period of four (4) years from the date of signing.
- 9.2. The Intergovernmental MOU may be periodically reviewed and, upon written consent, may be renewed for a further term as agreed to by the Two Governments.
- 9.3. The Intergovernmental MOU may be reviewed and amended upon mutual agreement of the Two Governments. Such review and amendment require written notice be given to the other government at least 60 days in advance.
- 9.4. The Intergovernmental MOU may be terminated by either Government upon written notice to the other Government at least sixty (60) days in advance of the termination date.

10. SIGNATORIES

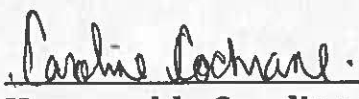
This Intergovernmental MOU is signed by the Gwich'in Tribal Council and the Government of the Northwest Territories on this 29th day of April, 2022.

**FOR THE GWICH'IN TRIBAL
COUNCIL**



Grand Chief Ken Kyikavichik

**FOR THE GOVERNMENT OF THE
NORTHWEST TERRITORIES**



Honourable Caroline Cochrane