

# Northern Housing Trust

## Funding Agreement

**THIS AGREEMENT** made as of its Effective Date

**BETWEEN:**

The Government of Yukon as represented by the Premier as the Minister of Executive Council Office (the “Yukon”)

**AND:**

The White River First Nation, an Indian Band under the *Indian Act* (Canada), (the "First Nation") as represented by the Chief

being collectively the parties (the “Parties”) to this Funding Agreement (this “Agreement”)

WHEREAS the Government of Canada has established the Northern Housing Trust, under which \$50,000,000 (Fifty Million) dollars (the "Northern Housing Trust funds") are allocated to the Yukon Territory to provide funding to increase the supply of affordable housing, including rental, transitional and supportive housing;

AND WHEREAS Yukon and Yukon First Nations have agreed that \$32,500,000 (Thirty Two Million Five Hundred Thousand) of the Northern Housing Trust funds will be allocated to Yukon First Nations to address their affordable housing needs;

AND WHEREAS the Yukon First Nations have allocated the said \$32,500,000 among themselves;

AND WHEREAS Yukon wishes to enter into this Agreement with the First Nation to provide funding in the First Nation’s agreed allocation amount;

**NOW THEREFORE** in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

### **1.0 The Agreement**

1.1 This Agreement, including the attached Schedule "A", shall constitute the whole Agreement between the Parties.

## **2.0 Definitions**

2.1 In this Agreement,

“affordable housing” means single, family, public/social and specialized (seniors/Elders, transition and supportive) housing;

“Eligible Project or Initiatives” means one or more of the Eligible Investments set in Schedule “A”

“fiscal year” means the period of twelve months commencing on the 1st day of April and ending on the 31st day of March next following;

“Allocated Housing Funds” means \$1,657,900.86, being that portion of the Northern Housing Trust funds allocated to the First Nation as aforesaid;

## **3.0 Eligible Projects and Initiatives**

3.1 The First Nation agrees to expend the Allocated Housing Funds for the purposes of Eligible Projects and Initiatives.

3.2 The First Nation has identified the following Eligible Projects and Initiatives as its affordable housing priorities:

3.2.1 bring present housing units up to standard

3.2.2 address current health and safety issues in existing housing

3.2.3 bring in an independent contractor to assess current housing standard

3.2.4 increase the supply of safe, adequate, affordable housing by addressing the immediate needs of WRFN Members

3.3 The Parties acknowledge that the priorities described in 3.2 may change in accordance with determinations by the First Nation of its immediate needs and circumstances.

3.4 The First Nation may use Allocated Housing Funds in partnership, coordination or other collaborative arrangements with other Yukon First Nations, the Yukon or other parties to undertake Eligible Projects and Initiatives and will consider opportunities and ways to maximize the overall economic benefit to be obtained from its expenditures where practicable.

3.5 The Parties agree that the Allocated Housing Funds are intended to add to, and not to duplicate or replace, funding already committed to their respective housing initiatives.

#### **4.0 Provision of Allocated Housing Funds**

4.1 Subject to the terms and conditions of this Agreement, Yukon shall provide the Allocated Housing Funds to the First Nation as a grant.

4.2 The Allocated Housing Funds shall be paid as follows:

in fiscal year 2006/07:	\$331,580.17
in fiscal year 2007/08:	\$1,326,320.69

4.3 Yukon's obligation to provide the Allocated Housing Funds is subject to the following:

4.3.1 the Yukon *Financial Administration Act*; and

4.3.2 money being appropriated by the Legislature for the purpose of this Agreement.

#### **5.0 Financial Accountability**

5.1 The Allocated Housing Funds shall be recorded and reported by the First Nation on a segregated basis for accounting and audit purposes.

5.2 For each fiscal year during which the First Nation expends Allocated Housing Funds for Eligible Projects and Initiatives, the First Nation shall provide to Yukon a copy of the First Nation's annual audit of the account it has maintained under 5.1.

5.3 In the event that Yukon believes that the Allocated Housing Funds provided under this Agreement are not being used for the purposes of this Agreement:

5.3.1 Yukon shall give the First Nation written notice of its concern;

5.3.2 the Parties will discuss uses which can be made of the Allocated Housing Funds for the purposes set out in Schedule "A" in the circumstances for the benefit of the First Nation;

5.3.3 failing agreement under 5.3.2, any Allocated Housing Funds that have been provided to the First Nation that are not expended shall be returned to Yukon and shall be allocated to other Yukon First Nations, pro rata in accordance with the allocation which the Yukon First Nations have otherwise determined, to be used for Eligible Projects and Initiatives; and

5.3.4 any Allocated Housing Funds not advanced to the First Nation shall be allocated to other Yukon First Nations, pro rata in accordance with the allocation which the Yukon First Nations have otherwise determined, to be used for Eligible Projects and Initiatives.

5.4 If the Allocated Housing Funds are reallocated to other Yukon First Nations under 5.3.3 or 5.3.4, this Agreement shall be terminated.

## **6.0 Legal Relationship**

6.1 Nothing in this Agreement shall create the relationship of principal and agent, employer and employee, partnership, or joint venture between the Parties.

## **7.0 Term**

7.1 This Agreement shall come into force and have effect upon signing by the Parties, and, if signed by the Parties, respectively, on different dates, on the later of those dates (the "Effective Date") and shall expire on the last day of latest fiscal year set out in 4.2.

## **8.0 Amendment**

8.1 Any amendments to this Agreement shall be made in writing and executed by both Parties.

## **9.0 Termination**

9.1 Nothing in this Agreement is intended to disentitle Yukon from any remedy to which it may at law be entitled in the event of a breach by the First Nation of the provisions hereof.

9.2 Any outstanding obligations of the First Nation shall survive the termination or expiry of this Agreement.

## **10.0 Notices**

10.1 Any written communication, report, or notice required pursuant to this Agreement may be given by personal delivery to the undersigned, or by fax, or by prepaid post mail to the addresses set out below. A notice shall be deemed considered to be received if delivered personally, on the date of delivery; if delivered by fax two business days after transmission; or if delivered by post mail, three business days after posting mailing.

If to the First Nation:  
Douglas Broeren  
General Delivery  
Beaver Creek, Yukon  
Y0B 1A0  
fax: 862-7806

If to Yukon:  
<<name and title of official>>  
Executive Council Office, (A-8G)  
Government of Yukon  
P.O. Box 2703  
Whitehorse, Yukon  
Y1A 2C6  
fax:

**11.0 Signing of this Agreement**

11.1 Each Party represents and warrants that it has full power and authority to enter into, perform, and execute this Agreement, and that the person signing this Agreement on behalf of a Party has been properly authorized to do so.

11.2 This Agreement may be executed in counterparts, each of which will be deemed considered as an original, and all of which will constitute one and the same document.

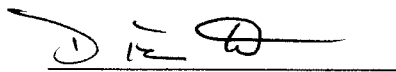
**12.0 Application of Laws**

12.1 This Agreement shall be interpreted and Eligible Projects and Initiatives shall be carried out in accordance with applicable territorial, federal, and municipal laws.

**IN WITNESS WHEREOF** the Parties have executed this Agreement by their duly authorized representatives on the dates noted below.

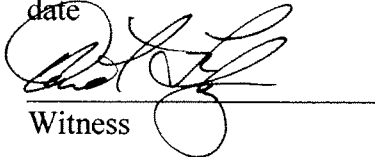
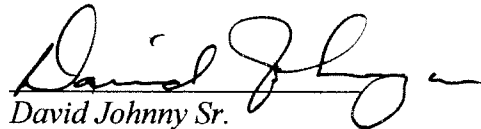
**Government of Yukon**

**The White River First Nation**



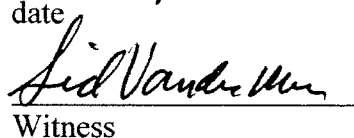
Dennis Fentie  
Premier

21.02.07  
date

  
Witness

David Johnny Sr.  
Chief

Feb. 12/07  
date

  
Witness