



## Community Opportunities and Involvement Agreement

Between:

The Deh Gah Got'ie First Nation and  
the Fort Providence Métis Council,

(the "Community")

And

The Government of the Northwest Territories, as represented by

The Minister of Transportation and the Minister of Finance

(the "GNWT")

Whereas a bridge is being constructed across the Mackenzie River near the community of Fort Providence;

And whereas it is anticipated that the bridge will create opportunities for short-term and long-term benefit to the Community;

And whereas the Community's efforts were instrumental in causing the bridge to be built;

And whereas the Community requires funding so that it may best pursue community involvement in those opportunities that arise from the construction and presence of the bridge;

And whereas the GNWT desires to assist the Community by providing the funding identified below;

Now, therefore, the parties agree as follows:

1. Beginning on the April 1<sup>st</sup> following the opening up of the bridge to public traffic, the GNWT will make an annual grant of Two Hundred Thousand (\$200,000) Dollars (the

"Opportunities Grant") to the Community or a corporation or society established and owned by the Community for the purpose of creating community benefits and economic opportunities related to the bridge, including, without limitation, for the purposes set forth in the Community Benefits Plan attached hereto as Exhibit A;

2. The Opportunities Grant will continue for a 35 year period, so that a total of Seven Million (\$7,000,000) Dollars will be granted over the 35 year life of this agreement;

3. At the request of the Community, but no more often than once every eight years, the GNWT will meet with the Community to discuss the adequacy of the Opportunities Grant.

4. The Community will keep proper books and records with respect to their use of the Opportunities Grant. At the request and expense of the GNWT, the Community will use a professional firm of accountants or book keepers for such purpose. The GNWT will be allowed access to the Communities' books and records related to the Opportunities Grant, and will be entitled, at its own expense, to audit such books and records. After the first year in which the Opportunities Grant is made, each further Opportunities Grant payment is conditional upon the Community having produced and delivered to the GNWT a report describing, in reasonably sufficient detail, how the Opportunities Grant payments made to date have been used by the Community. To the extent that previous reports prepared by the Community have described the use of earlier Opportunities Grant payments, the annual report need only describe how the Opportunities Grant payment made in the current fiscal year has been used by the Community;

5. In the event that such a report is not received by March 31<sup>st</sup> of any year following the first year in which an Opportunities Grant payment is made, or in the event that a report provided does not have sufficient detail to allow the GNWT to determine how the Opportunities Grant payment was allocated by the Community, or in the event that GNWT becomes aware that an Opportunities Grant payment was used for a purpose that, in the GNWT's reasonable opinion, is not, in good faith, for the benefit of the Community or is contrary to the economic interests of the GNWT, then the GNWT will have the right to suspend all further Opportunities Grant payments until the relevant concern has been remedied to the GNWT's reasonable satisfaction by the Community;

6. If the Community identifies an economic opportunity to create ancillary revenue from the bridge, then subject to the following, the GNWT will discuss providing the Community with the access to the bridge facility that is required to support such an opportunity. The foregoing

does not include initiatives that are being considered by the GNWT, such as public utilities or similar activities, where the initiative would result in an additional cost to be borne by the GNWT or by ratepayers generally. For greater certainty, the decision as to whether to allow access to the bridge for opportunities will be in the GNWT's sole discretion, and will be informed by values such as, but not limited to, public safety, the need to preserve the integrity of the bridge structure, and non-interference with the primary function of the bridge;

7. Beginning in July, 2010, the GNWT will grant to the Community the amount of Eight Thousand (\$8,000) Dollars per month (the "Involvement Grant") for the purpose of promoting Community involvement in the bridge project during the construction of the bridge. This payment will be made on the 15<sup>th</sup> day of each month up to, and including, March 2012. The Community will keep records, and will provide an annual report, regarding the use of the Involvement Grant payments, and the Community will allow the GNWT access to such records;

8. In each month in which an Involvement Grant is to be paid, the GNWT and the Community will make reasonable efforts to schedule a meeting between representatives designated by the Community, a senior Department of Transportation official involved in the bridge project, and a senior representative of the main construction contractor involved in the bridge project. This meeting will provide a forum for the Community to raise any concerns it may have with the bridge project and to provide ideas on how Community involvement can be maximized;

9. This Agreement may not be assigned without the prior written consent of the GNWT other than to a corporation or society established and owned by the Community for the purpose of creating community benefits and economic opportunities;

10. The Community is aware that s. 46 of the *Financial Administration Act* makes it a condition of every contract made by or on behalf of the GNWT requiring an expenditure that an expenditure pursuant to the contract will be incurred only if there is a sufficient uncommitted balance in the appropriated item for the fiscal year in which the expenditure is required under the contract;

11. The GNWT's Department of Justice will be the first arbiter of any unresolved dispute over this Agreement between the parties. The Community accepts the GNWT's Department of Justice as such first arbiter without prejudice to its other rights and remedies at law.

In witness whereof the parties have executed this Agreement effective April 1, 2010:

On behalf of the Deh Gah Got'ie First Nation:

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Chief Joachim Bonnetrouge

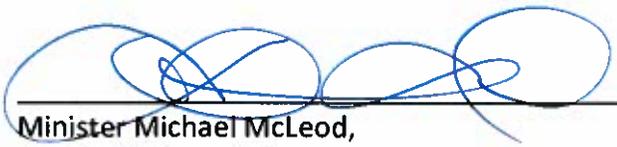
On behalf of the Fort Providence Métis Council:

  
\_\_\_\_\_  
Witness

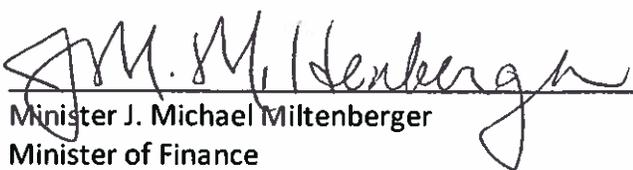
  
\_\_\_\_\_  
Susan Christie

On behalf of the Government of the Northwest Territories:

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Minister Michael McLeod,  
Minister of Transportation

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Minister J. Michael Miltenberger  
Minister of Finance