



MEMORANDUM OF AGREEMENT ON HOUSING

between the

ACHO DENE KOE FIRST NATION

and

HOUSING NORTHWEST TERRITORIES

January 26, 2026

1. INTRODUCTION

Acho Dene Koe First Nation asserts its longstanding and exclusive stewardship of its Traditional Territory, which spans parts of the Northwest Territories (NWT), British Columbia (BC), and the Yukon. As a signatory to Treaty No. 11, the First Nation holds constitutionally protected Treaty and Aboriginal Rights under Section 35 of the *Constitution Act, 1982*.

Fort Liard (Echaot'l Koe), home to the Acho Dene Koe First Nation (Acho Dene), is a culturally rich Dene community in the Dehcho Region of southwestern NWT, near the BC and Yukon borders. The area has been inhabited by the Deh Gáh Got'íè Dene for nearly 10,000 years, with deep-rooted traditions in hunting, fishing, and trapping. As of the 2021 census, the community has approximately 468 residents, including Dene, Métis, and non-Indigenous individuals.

Acho Dene and the Government of the Northwest Territories (GNWT) acknowledge their unique and evolving government-to-government relationship, and agree to work with one another based on mutual respect, recognition, responsibility, and reconciliation.

The Acho Dene maintains a collaborative relationship with the GNWT, formalized through the Devolution Agreement and a government-to-government Memorandum of Understanding entered into by the parties on October 3, 2022.

For years, Echaot'l Koe has experienced housing challenges, in part due to its remote location. The community also faces elevated construction costs and limited maintenance capacity. Environmental factors such as humidity and flooding contribute to structural deterioration. Housing NWT, formerly the NWT Housing Corporation, has played a central role in supporting public and market housing initiatives, as well as supporting private home repairs in the community. In 2022, the First Nation completed a housing needs assessment with federal support and is actively pursuing funding for new housing and infrastructure projects. Continued collaboration between Housing NWT and the Acho Dene, including its economic development corporation, is essential to maximize resources and develop innovative housing solutions.

Indigenous and public governments jointly support housing initiatives in Echaot'l Koe. This Memorandum of Agreement (the Agreement) is developed under the government-to-government framework established in the 2022 Intergovernmental MOU, reflects the commitment of both parties to cooperative governance in housing and community development and establishes a collaborative partnership between Housing NWT and Acho Dene to:

- Expand housing availability by addressing gaps in the northern housing continuum, including transitional and supportive living.
- Coordinate interdepartmental and cross-sector efforts to assist vulnerable populations, reduce homelessness, and foster self-sufficiency.
- Engage federal, territorial, community, non-governmental, and private entities to secure sustainable housing funding.

- Explore multi-year funding through Housing NWT’s Community Housing Support Initiative to support private home repairs.
- Promote private investment by streamlining administrative processes and improving land access for development.
- Support First Nation members in acquiring trade skills and education through targeted programs and partnerships.

2. INTERGOVERNMENTAL MOU

2.1 On October 3rd, 2022, the Acho Dene and the GNWT signed an Intergovernmental MOU regarding geopolitical cooperation and coordination (Appendix A).

2.2 Section 3.1.7 of the Intergovernmental MOU specifically recognizes “any other areas of mutual interest identified by the two governments”.

2.3 This Agreement is to be read together with the Intergovernmental MOU, but in the event of an inconsistency or conflict between this Collaborative Agreement on Housing and the Intergovernmental MOU, the Intergovernmental MOU prevails to the extent of the inconsistency or conflict.

2.4 Unless terminated under section 11.5, this Agreement survives the termination or expiry of the Intergovernmental MOU.

3. PREPARING FOR SELF-GOVERNMENT

3.1 This Agreement and the venue it creates are intended to facilitate and enhance the exercise of the inherent right of self-government of the Acho Dene, and to prepare for the transition to Acho Dene Government in Echaot’l Koe in the future.

3.2 The Acho Dene is advancing a comprehensive land claim and self-government agreement through negotiations with Canada and the Government of the Northwest Territories. Once the land claim is complete, the Acho Dene Koe Government will be established.

3.3 In 2026, Acho Dene plans to hold a petition in the community pursuant to the *Charter Communities Act*. The outcome of that vote could result in the request to the GNWT to change Fort Liard’s status from a Hamlet to a Charter Community, which could result in the Acho Dene Council having representation on the community government, making governance more

culturally relevant, streamlining decision-making, reducing duplication, and improving resource use for all Echaot'l Koe residents. Acho Dene acknowledges that any such change to Fort Liard's status from a Hamlet to a Charter Community is subject to the process as outlined in Sections 8, 9 and 11 in the *Charter Communities Act*, SNWT 2003, c 22, Sch A.

3.4 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 housing programs and services. 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.

4. VENUE FOR COOPERATIVE DISCUSSIONS ON HOUSING

4.1 As soon as practicable after the approval of the Memorandum of Agreement on Housing, Acho Dene 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.

4.2 Acho Dene designates its General Manager as its lead official for purposes of this Agreement.

4.3 Housing NWT designates its President and CEO as its lead official for purposes of this Agreement.

4.4 A Party may invite other staff and advisors, including Elders and Youth, to attend meetings of the working group where possible and practical.

4.5 Unless otherwise agreed, the housing working group established under this Agreement will meet no less than one (1) time per year.

4.6 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 consistent with the Communications Protocol referred to in section 9.

4.7 In the event of a dispute, challenge, matter or other question between the Parties that cannot be resolved by the housing working group, where appropriate, the Parties may agree to elevate such dispute, challenge, matter or question to the meeting of elected leaders or the meeting of senior officials established pursuant to the 2022 Intergovernmental MOU.

5. HOUSING AND INFRASTRUCTURE PLANNING

- 5.1 Housing NWT supports the creation of Community Housing Plans for communities in the NWT. A Community Housing Plan is a strategic document prepared with input from community members and that considers social, cultural, economic, environmental, and other impacts on the housing situation in that community to better understand current and future housing needs.
- 5.2 Acho Dene is currently undertaking community development planning in Echaot'l Koe to support land and infrastructure readiness for housing construction, repairs, and renovations to existing infrastructure. These efforts are designed to align with potential funding opportunities from Canada, the GNWT, and private sources. Acho Dene acknowledges the Hamlet of Fort Liard's role as the current development authority and will engage with the Hamlet of Fort Liard to ensure that planning efforts are coordinated and consistent with applicable land use and zoning bylaws.
- 5.3 As the designated forum for collaborative engagement, the working group will explore the following areas of partnership: the establishment of a subcontract between the Fort Liard Housing Authority ("FLHA") and Acho Dene's Group of Companies (the First Nation's economic development corporation) for the maintenance and repair of Housing NWT assets; the development of a *coordinated* program delivery framework between Housing NWT and Acho Dene Koe for homeowner repair initiatives; exploration of mechanisms for land transfer and related processes from GNWT to Acho Dene's Group of Companies to support new housing projects; and consultation regarding potential amendments to the *Housing NWT Act* that could introduce greater flexibility and potentially permit Acho Dene to assume responsibility for housing operations that are currently managed by FLHA.
- 5.4 The Parties will collaborate and share information to avoid duplicating efforts, and to maximize the benefits arising from each of these planning processes.

6 PROCUREMENT

- 6.1 The procurement of housing and housing-related infrastructure by Housing NWT is subject to GNWT procurement policies and any bilateral agreements on procurement between Acho Dene, or Acho Dene's Group of Companies and the GNWT in effect from time to time.

7 COORDINATED PROGRAM DELIVERY WITH THE ACHO DENE KOE FIRST NATION

7.1 Acho Dene and Housing NWT share the objective of coordinating their respective housing-related program delivery in Echaot'l Koe and maximizing their collective efforts to address housing needs in the community for Acho Dene's participants (members).

7.2 The Acho Dene and Housing NWT may take joint actions for the benefit of Acho Dene's Participants and non-participants of the community of Echaot'l Koe, including but not limited to:

- 7.2.1 Coordinating planning, construction, repair and renovation of housing undertaken by the respective parties,
- 7.2.2 Commissioning research, studies, or other work specific to housing,
- 7.2.3 Sharing housing-related information and data, including that in relation to construction, engineering and architecture,
- 7.2.4 Supporting staff secondments and training, and
- 7.2.5 Housing- related communication and advocacy efforts at the local, territorial and federal levels.

8 INFORMATION AND DATA SHARING

8.1 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, (3) wait lists, and for the purposes of Canada Housing Infrastructure Fund reporting, (4) the number of houses constructed.

8.2 The Parties agree to recognize limits on the GNWT's ability to share information and data that may be set out in the *Access to Information and Protection of Privacy Act* of the NWT.

8.3 GNWT shall not disclose or make available to any third-party any data or information provided by Acho Dene, whether oral or written, that: (a) pertains specifically to Acho Dene; (b) contains traditional or cultural knowledge or practices; or (c) is identified by Acho Dene as confidential, without the prior written consent of Acho Dene.

9 COMMUNICATIONS PROTOCOL

9.1 The Parties may develop a Communications Protocol that:

- 9.1.1 Designates single points of contact for each party,
- 9.1.2 Encourages information sharing, particularly regarding construction, engineering, and architecture in northern communities,
- 9.1.3 Ensures timely communication between the Parties,
- 9.1.4 Facilitates the execution and delivery of the *Fort Liard Housing Action Plan* (2019), which demonstrates a commitment to improving the housing situation in Echaot'l Koe,
- 9.1.5 Supports the exploration of innovative solutions to address the evolving housing landscape in the Northwest Territories, with an emphasis on practical outcomes that enable housing development and allow Indigenous governments to access new funding opportunities,
- 9.1.6 Acknowledges the need to identify challenges within the *Housing Northwest Territories Act* and seeks opportunities to empower Indigenous governments and housing partners to assume housing functions within communities, and
- 9.1.7 Fosters open and transparent dialogue among all parties.

10 EFFECT OF MEMORANDUM OF AGREEMENT

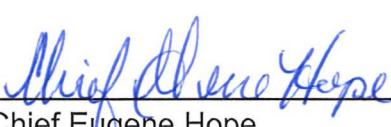
- 10.1 This Agreement does not create legal obligations for the Parties.
- 10.2 This Agreement does not constrain Acho Dene and Housing NWT from exercising their respective powers and responsibilities, nor does it impose any financial obligations.
- 10.3 This Agreement does not prevent Acho Dene or the GNWT from participating in other intergovernmental processes or agreements.
- 10.4 For greater certainty, this agreement is intended to facilitate and enhance the exercise of Aboriginal, or Treaty Rights held by Acho Dene Koe First Nation.
- 10.5 Nothing in this Agreement shall be construed so as to abrogate or derogate from the protection provided for existing aboriginal or treaty rights or by the recognition and affirmation of those rights in *Section 35 of the Constitution Act, 1982*.

10.6 This Agreement will be complementary to other applicable bilateral agreements and arrangements between Acho Dene and the GNWT.

11 GENERAL TERMS

- 11.1 This Agreement will be in effect for a period of four (4) years from the date of signing.
- 11.2 This Agreement may be periodically reviewed and, upon written consent, may be renewed for a further term as agreed to by the Parties.
- 11.3 This Agreement may be reviewed upon written notice being given to the other party at least sixty (60) days in advance and amended with the mutual agreement of the Parties.
- 11.4 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.
- 11.5 This Agreement may be terminated by either party upon written notice being given to the other party at least sixty (60) days before the termination date.

SIGNATORIES



Chief Eugene Hope
Acho Dene Koe First Nation



The Honourable Lucy Kuptana
Minister Responsible for
Housing Northwest Territories