

Tłıchq Ndek'áoww



Tłıchq Government



MEMORANDUM OF UNDERSTANDING ON HOUSING

between the

TŁIČHQ GOVERNMENT

and

HOUSING NORTHWEST TERRITORIES

May 18, 2022

1. INTRODUCTION

- 1.1 On December 13th, 2018, the Tłıchq̓ Government and the Government of the Northwest Territories (“GNWT”) signed a renewed Tłıchq̓ Government / GNWT Intergovernmental Memorandum of Understanding (“Intergovernmental MOU”).
- 1.2 The purpose of the Intergovernmental MOU (section 3.1) is “to enhance the relationship between the Tłıchq̓ Government and the GNWT and provide a framework within which the two governments can work together.”
- 1.3 The Intergovernmental MOU establishes the framework for a relationship based on trust, recognition, and mutual respect, acknowledging that cooperation will help to maximize the benefits for the people served by each of the two governments.
- 1.4 Housing Northwest Territories¹ (“Housing NWT”) is subject to the Intergovernmental MOU.
- 1.5 Section 3.2 of the Intergovernmental MOU specifically recognizes “Housing” as an area of cooperation and discussion.
- 1.6 This Memorandum of Understanding on Housing is to be read together with the Intergovernmental MOU, but in the event of an inconsistency or conflict between this MOU on Housing and the Intergovernmental MOU, the Intergovernmental MOU prevails to the extent of the inconsistency or conflict.

2. VENUE FOR COOPERATIVE DISCUSSIONS ON HOUSING

- 2.1 Unless agreed otherwise, the Tłıchq̓ Government / Government of the Northwest Territories Strategic Joint Housing Working Group is the primary venue for cooperative discussions and coordinating efforts on housing issues in Mq̓whì Gogha Dè Nı̄łtłèè (NWT) under this MOU.

¹ “Housing Northwest Territories” and “Housing NWT” means the corporation established by subsection 2(1) of the *Northwest Territories Housing Corporation Act* R.S.N.W.T. 1988, c. N-1.

3. DESIGNATION OF LEAD OFFICIALS FOR PURPOSES OF THIS MOU

- 3.1 The Tłıchq Government designates its Tlıcho Executive Officer as the lead official for purposes of this MOU.
- 3.2 Housing NWT designates its President and CEO as the lead official for purposes of this MOU.

4. ADVANCING SELF-GOVERNMENT

- 4.1 Paragraph 7.4.4 (f) of the *Tłıchq Agreement* sets out the power of the Tłıchq Government to enact laws in relation to social housing for Tłıchq Citizens on Tłıchq lands or in a Tłıchq Community.
- 4.2 Section 7.9.1 of the Tłıchq Agreement states that government (in this context, GNWT) and Tłıchq Government shall exercise their respective powers, to the extent practicable, in a manner that coordinates the delivery of programs and services provided to Tłıchq Citizens and to all residents of the Northwest Territories.
- 4.3 The parties to this MOU, 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 Tłıchq Citizens on Tłıchq lands and in Tłıchq communities. These discussions may include, but are not limited to, different models for consultation and mutual discussion concerning social housing delivery on Tłıchq lands and in Tłıchq Communities.

5. COMMUNITY HOUSING PLANNING

- 5.1 Housing NWT supports the creation of Community Housing Plans for all 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. In acknowledgement of the regional role and jurisdiction of the Tłıchq Government, Housing NWT will invite Tłıchq Government involvement and review in the initial and then ongoing development of Community Housing Plans in addition to any Tłıchq

Community Government participation in community housing planning in Mqwhì Gogha Dè Njìtlèè (NWT), all with a view to developing a consolidated regional housing plan for Tìchq Communities.

6. PROCUREMENT

- 6.1 The procurement of housing and housing-related infrastructure by Housing NWT in Mqwhì Gogha Dè Njìtlèè (NWT) is subject to any applicable provisions of the Tìchq Agreement, GNWT procurement policies and any bilateral agreements on procurement in effect between the Tìchq Government and the GNWT in effect from time to time.

7. COORDINATED PROGRAM DELIVERY IN TÌCHQ COMMUNITIES

- 7.1 The Tìchq Government and Housing NWT share the objective of coordinating their respective housing-related program delivery in Mqwhì Gogha Dè Njìtlèè (NWT) and maximizing their collective efforts to address housing needs in the region.
- 7.2 To support the objective in 7.1, the Tìchq Government and Housing NWT may take joint actions including but not limited to:
- (a) coordinated planning, construction, repair and renovation of housing undertaken by the respective parties in Mqwhì Gogha Dè Njìtlèè (NWT);
 - (b) commissioning research, studies, or other work specific to housing in Mqwhì Gogha Dè Njìtlèè (NWT);
 - (c) jointly supporting staff secondments, or the provision of a human resource located in Mqwhì Gogha Dè Njìtlèè (NWT) to serve in a coordinating role; and
 - (d) housing related communication and advocacy efforts.

8. INFORMATION AND DATA SHARING

- 8.1 In addition to the provisions in the Intergovernmental MOU with respect to the open and timely sharing of information on matters of mutual concern, the parties to this Memorandum of Understanding on Housing acknowledge that effective collaboration on housing requires the sharing of housing-related data including, but not limited to, data related to trends, demographics and wait lists. The parties to this Memorandum of

Understanding on Housing agree to maximize this sharing while recognizing limits to this sharing that may be set out in the territorial *Access to Information and Protection of Privacy Act* or in a Tłıchq Government policy or law concerning privacy.

9. EFFECT OF MEMORANDUM OF UNDERSTANDING ON HOUSING

- 9.1 Nothing in this Memorandum of Understanding on Housing creates legal obligations.
- 9.2 Nothing in this Memorandum of Understanding on Housing shall constrain the Tłıchq Government and Housing NWT from exercising their respective powers and responsibilities, nor impose any financial obligation.
- 9.3 Nothing in this Memorandum of Understanding on Housing prevents the Tłıchq Government or the GNWT from participating in other intergovernmental processes or agreements.

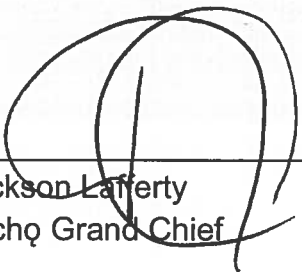
10. TERMS OF THE MEMORANDUM OF UNDERSTANDING ON HOUSING

- 10.1 This Memorandum of Understanding on Housing shall be in effect for a period of 4 years from the date of signing.
- 10.2 This Memorandum of Understanding on Housing may be periodically reviewed and, upon written consent, may be renewed for a further term as agreed to by the Tłıchq Government and Housing NWT.
- 10.3 This Memorandum of Understanding on Housing may be reviewed and amended upon written notice being given to the other party at least 60 days in advance with the mutual agreement of the Tłıchq Government and Housing NWT.

10.4 This Memorandum of Understanding on Housing may be terminated by either party upon written notice to the other party at least 60 days in advance of the termination date.

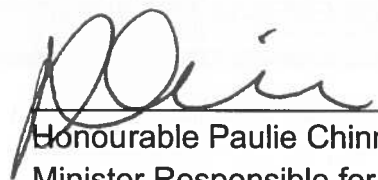
SIGNATORIES

FOR THE TŁİCHQ GOVERNMENT



Jackson Lafferty
Tłichq Grand Chief

FOR HOUSING NWT



Honourable Paulie Chinna
Minister Responsible for
Housing NWT