



# **MEMORANDUM OF AGREEMENT ON HOUSING**

between the

**SAHTU SECRETARIAT INCORPORATED**

and

**HOUSING NORTHWEST TERRITORIES**

**AUGUST 25, 2022**

## 1. INTRODUCTION

- 1.1 On January 21st, 2021, the Sahtu Secretariat Incorporated and the Government of the Northwest Territories (“GNWT”) signed an Intergovernmental Memorandum of Understanding (“Intergovernmental MOU”).
- 1.2 The purpose of the Intergovernmental MOU (section 1.0) is “to provide a framework for the Parties to identify matters of mutual interest and priority and establish a process for the Parties to discuss and take action to address those matters.”
- 1.3 The Intergovernmental MOU sets out principles aimed at cultivating the government-to-government relationship, promoting effective communication and constructive dialogue on mutual priorities, and facilitating cooperation and collaboration to find solutions to issues.
- 1.4 Housing Northwest Territories<sup>1</sup> (“Housing NWT”) is subject to the Intergovernmental MOU.
- 1.5 Section 3.0 of the Intergovernmental MOU sets out a non-exhaustive list of priority areas for cooperation and discussion. In addition to any housing-related matters in that list, the Parties to this Memorandum of Agreement on Housing (“MOA on Housing”) agree that housing and related matters are a priority area for cooperation and discussion between the Parties.
- 1.6 This MOA on Housing is to be read together with the Intergovernmental MOU, but in the event of an inconsistency or conflict between this MOA on Housing and the Intergovernmental MOU, the Intergovernmental MOU prevails to the extent of the inconsistency or conflict.

---

<sup>1</sup> “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.

## **2. VENUE FOR COOPERATIVE DISCUSSIONS ON HOUSING**

- 2.1 As soon as practicable after the approval of this MOA on Housing, the Sahtu Secretariat Incorporated and Housing NWT will establish a working group to be the primary venue for cooperative discussions and coordinating efforts on housing issues under this MOA on Housing.
- 2.2 The Sahtu Secretariat Incorporated designates the Executive Director, Sahtu Secretariat Incorporated as its lead official for purposes of this MOA on Housing.
- 2.3 Housing NWT designates its President and CEO as its lead official for purposes of this MOA on Housing.
- 2.4 A Party may invite other staff and advisors, including Elders, to attend meetings of the working group.
- 2.5 Unless otherwise agreed, the housing working group established under this MOA on Housing will meet no less than once every year.

## **3. SELF-GOVERNMENT**

- 3.1 Section 5.1.10 of the *Sahtu Dene and Métis Comprehensive Land Claim Agreement* states the desire of the Sahtu Dene and Métis to have self-government exercised as close to the community level as is reasonably possible.
- 3.2 Nothing in this MOA on Housing affects any existing or yet-to-be negotiated self-government arrangements in the Sahtu Settlement Area.
- 3.3 The Parties are committed to implementing the United Nations Declaration on the Rights of Indigenous Peoples within the constitutional framework of Canada.

## **4. COMMUNITY HOUSING PLANNING**

- 4.1 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. At the request of a Sahtu Community, the Sahtu Secretariat Incorporated may participate in Community Housing Plan discussions for that community.

## **5. PROCUREMENT**

- 5.1 The procurement of housing and housing-related infrastructure by Housing NWT in the Sahtu Settlement Area is subject to any applicable provisions of the *Sahtu Dene and Métis Comprehensive Land Claim Agreement*, GNWT procurement policies and any bilateral agreements on procurement between the Sahtu Secretariat Incorporated and the GNWT in effect from time to time.

## **6. COORDINATED PROGRAM DELIVERY IN SAHTU COMMUNITIES**

- 6.1 The Sahtu Secretariat Incorporated and Housing NWT share the objective of coordinating their respective housing-related program delivery in the Sahtu Settlement Area and maximizing their collective efforts to address housing needs in the region.
- 6.2 To support the objective in 6.1, the Sahtu Secretariat Incorporated and Housing NWT may take joint actions including but not limited to:
- (a) commissioning research, studies, or other work specific to housing in the Sahtu Settlement Area,
  - (b) facilitating coordinated planning, construction, repair and renovation of housing in the Sahtu Settlement Area;
  - (c) improving housing related communication and advocacy efforts, and
  - (d) collaborating on the provision of client-centered and culturally appropriate service to Sahtu participants accessing Housing NWT programming.

## **7. INFORMATION AND DATA SHARING**

- 7.1 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 MOA 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 MOA on Housing recognize the limits to this sharing that may be set out in the territorial *Access to Information and Protection of Privacy Act*.

## **8. EFFECT OF MEMORANDUM OF AGREEMENT ON HOUSING**

- 8.1 Nothing in this MOA on Housing creates legal obligations.
- 8.2 Each Party will be responsible for the costs of its participation in the working group established under section 2.1.
- 8.3 Nothing in this MOA on Housing shall constrain the Sahtu Secretariat Incorporated and Housing NWT from exercising their respective powers and responsibilities, nor impose any financial obligation.
- 8.4 Nothing in this MOA on Housing prevents the Sahtu Secretariat Incorporated or Housing NWT from participating in other intergovernmental processes or agreements.
- 8.5 Nothing in this MOA on Housing precludes, replaces or substitutes the participation of a Sahtu community, band or government in any other intergovernmental processes or agreements.

## **9. TERMS OF THE MEMORANDUM OF UNDERSTANDING ON HOUSING**

- 9.1 This MOA on Housing shall be in effect for a period of 4 years from the date of signing.
- 9.2 This MOA on Housing may be periodically reviewed and, upon mutual written consent, may be renewed for a further term as agreed to by the Parties.
- 9.3 This MOA 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 Sahtu Secretariat Incorporated and Housing NWT.

9.4 This MOA 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 SAHTU SECRETARIAT  
INCORPORATED**



---

Charles McNeely  
Chairperson

**FOR HOUSING NWT**



---

Honourable Paulie Chinna  
Minister Responsible for  
Housing Northwest Territories