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Item No. 15.1.3
Halifax Regional Council
March 21, 2023

TO: Mayor Savage and Members of Halifax Regional Council

SUBMITTED BY: Original Signed

Cathie O'Toole, Chief Administrative Officer

DATE: March 15, 2023

SUBJECT: **Provincial-Municipal MOU Concerning Homelessness**

ORIGIN

Regional Council May 3, 2022 (Item 15.1.9)

MOVED BY Deputy Mayor Lovelace, seconded by Councillor Cuttell

THAT Regional Council direct the Chief Administrative Officer to provide a staff report on negotiating a Memorandum of Understanding (MOU) with the Province of Nova Scotia on supporting Unsheltered Residents of HRM. The report should include defining the roles of each order of government and specific actions to support and prevent homelessness within the HRM.

MOTION PUT AND PASSED

LEGISLATIVE AUTHORITY

The *Halifax Regional Municipality Charter*, S.N.S. 2008, c. 39 provides:

7A The purposes of the Municipality are to ...

(b) provide services, facilities and other things that, in the opinion of the Council, are necessary or desirable for all or part of the Municipality; and

(c) develop and maintain safe and viable communities

RECOMMENDATION

It is recommended that Halifax Regional Council

1. Direct the CAO to explore on behalf of the municipality, bilateral or multilateral Memoranda of Understanding (MOUs), to support homeless and precariously housed individuals and increase housing supply.
2. Direct the CAO to return to Council with a MOU-negotiation-report outlining the nature of the proposed collaboration, what the parties hope to achieve, and how desired results are to be reached.

EXECUTIVE SUMMARY

This report summarizes how municipalities in other jurisdictions have negotiated Memoranda of Understanding (MOUs) to address housing and homelessness challenges. In preparing this report, staff conducted a cross-jurisdictional scan. Staff's research revealed that MOUs are used by Canadian municipalities to support homeless populations and to increase housing supply. Examples of municipally negotiated and executed MOUs run the gamut from decampment MOUs to attainable homeownership MOUs. These MOUs leverage (jurisdiction specific) municipal authority and resources to address the housing crisis.

MOUs are, generally, non-binding. HRM may have no legal recourse if another party fails to meet its MOU commitments. The binding nature of the MOU is dependent on how the agreement is structured and the wishes of the parties. Nevertheless, MOUs can help to structure and strengthen partnerships. This report's inventory of MOUs provides insight into how HRM can approach crafting MOUs. Given the complexity of the housing crisis, staff recommend that HRM not restrict itself to a bilateral (provincial-municipal) agreement. Multilateral, private-public MOUs should be explored.

MOUs canvassed in this report are illustrative of potential partnering opportunities. However, municipal roles differ significantly across the nation. As such, approaches taken, and commitments made, in the canvassed MOUs, may not directly translate into the HRM context. Obligations set out in a local municipal-provincial MOU must respect and reflect the provincial-municipal division of legislative authority vis-a-vis housing and homelessness. Staff anticipate that preliminary MOU negotiations with the province will focus on outcomes and tactics articulated in the homelessness framework – particularly those tactics focused on residents sheltering outside.

BACKGROUND

From province to province, public housing and homelessness services are administered by a variety of crown corporations, private corporations, government departments, and municipal and provincial bodies. In addition to these governing bodies, a variety of non-profits, co-operatives, local housing authorities, private landlords, charities, and municipally owned corporations serve as housing service providers that administer and manage their own stock of housing units.¹ Depending on the jurisdiction, government-provided (public) housing may be delivered by the province alone (centralized), delivered by municipalities (decentralized) or delivered by both the province and municipalities (blended).

Although Nova Scotia formerly operated under a decentralized model, it subsequently adopted a centralized model. Through a service exchange process the PNS assumed responsibility for social services, affordable housing, child welfare, nursing homes, and homes for the elderly.² Municipalities, in turn, were required to make contributions to the province for education, social housing, and corrections.

While HRM is not responsible for the delivery of social services and subsidized housing, all local governments in Nova Scotia are responsible for ensuring that their planning documents include policies to address affordable housing, special-needs housing and rental accommodation.³ HRM supports affordable housing through land use policies, by requiring the inclusion of affordability through incentive or bonus zoning, through financial incentives/support (including tax relief)⁴ and by providing surplus land to develop.

Where homelessness is concerned, current HRM funded or supported activities include providing survival supplies and outreach/navigation support to homeless persons, supporting by-law compliance at

¹ See [Canada's Social and Affordable Housing Landscape](#).

² Prior to the Service Exchange, municipalities had more diverse responsibilities. This included providing social services, such as public housing and child welfare, overseeing certain courts, and funding certain hospital costs. The province often entered into cost-sharing agreements with municipalities to help fund these programs.

³ See the [Statement of Provincial Interest Regarding Housing](#).

⁴ For an overview of HRM's affordable-housing related tax relief, see [Item No.9.1.1](#) HRM Grants Committee September 20, 2021.

encampment sites and providing power, running water, washrooms, groundskeeping and/or garbage collection at designated sheltering locations and modular units.

DISCUSSION

Halifax Regional Municipality is taking action to address the housing and homelessness crisis. Steps taken include constructing modular homes, advancing inclusionary zoning and density bonusing, participating in rapid housing initiatives, and adopting a framework to support unhoused residents sheltering in municipal parks.⁵ This work is happening inhouse but is also happening in collaboration with the private sector and senior orders of government. Consequently, Council passed a motion to explore a provincial-municipal MOU as a mechanism to clarify respective roles and to improve collaboration.

What Is a Memorandum of Understanding?

A memorandum of understanding is a signed commitment between two or more parties. MOU parties must come to a mutual understanding and agree to move forward. An MOU concretely spells out (in writing) the nature of the collaboration, what the parties hope to achieve, and how desired results are to be reached. It can also be used, as a point-of-reference, if problems arise during the partnership.

Elements of an MOU

MOUs set out key aspects of collaboration. Typically, MOUs address length of partnership (start and end dates), desired goals/outcomes, party roles (including services provided), types of clients (including eligibility), and resources brought to the partnership. Additionally, an MOU usually describes communication protocols and how and when to review/evaluate performance. Furthermore, an MOU may also outline risk management expectations, financial obligations, the referral practice between parties, and confidentiality and recordkeeping requirements.

Figure 1: Benefits of an MOU

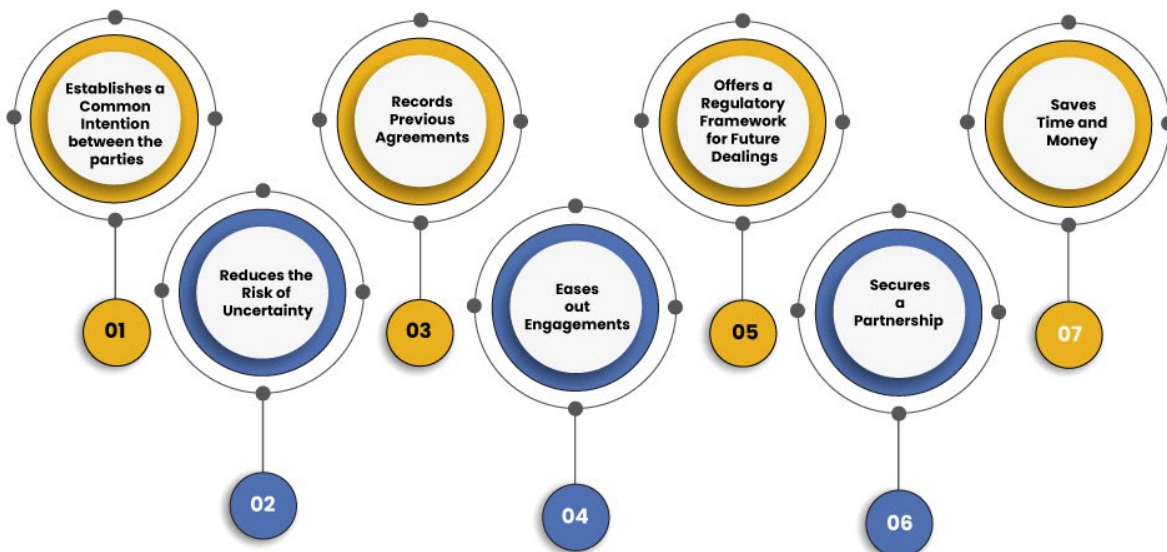


Image Source: [Swarit MOU Guide](#)

⁵ For a detailed discussion of HRM's ongoing efforts to respond to homelessness and the housing crisis, see [Item No. 15.1.9](#) Halifax Regional Council May 3, 2022. See [here](#) for additional details regarding HRM's homelessness related activity.

Lack of Enforceability | Non-Binding Status of MOUs

The major limitation of an MOU is a lack of enforceability. MOUs generally represent a non-binding statement of the parties' mutual understanding of the collaboration framework. Generally, it is only in rare occasions where legally enforceable rights or obligations are created by or arise from an MOU. Thus, it is very easy for a party to either exit the agreement or not meet the outlined commitments (since those actions do not have legal consequences). Although an MOU may not be a legally enforceable document, it is consistently viewed as a significant step. This is because the parties need to put forth time and effort to draft an effective MOU.

Cross-Jurisdictional Scan – Homelessness MOUs

In response to Council's motion, staff conducted a cross-jurisdictional scan. This scan was done to better understand when and how other jurisdictions have used MOUs to address housing and homelessness challenges. Although Council's motion was specific to an intergovernmental MOU (provincial-municipal), a cursory scan turned up a wide array of MOUs. Broadening the scope of the report was warranted to provide Council with advice.

Across Canada, MOUs have helped to both attract and direct public-private resources to house the unhoused. Attachment 2 offers detailed overviews of twenty-four (24) MOUs signed by public and private-sector parties in other Canadian jurisdictions. Only MOUs that include a municipal government as a party have been included.⁶

For each inventoried MOU, staff have provided agreement-specific details including the context for the MOU's execution, key terms and conditions, commitments common to all parties and commitments specific to each of the MOU-signatories. Hyperlinks have been provided where available to enable Council to consult the source documents. Inventoried MOUs reflect a variety of contexts, involving a mix of governmental (federal/provincial/ municipal/Indigenous) and non-governmental parties (non-profit/for-profit).

Staff caution that drawing direct parallels between HRM and other Canadian jurisdictions may be problematic as legislatively conferred municipal authority (*vis-a-vis* housing and homelessness) differs significantly across Canada. Experience elsewhere can still be instructive. MOUs from other jurisdictions do provide a better understanding of the breadth of housing and homelessness related MOUs. Analysis of MOUs also provides insight into the types of provisions that may be incorporated, and the sorts of commitments agreed to by private and public actors in other jurisdictions.

Key findings from staff's MOU research are as follows:

- willingness to partner is a critical precondition to drafting and signing an MOU.
- agreements span the spectrum from decampment, to coordinated access, to deep affordability, to attainable homeownership.
- both open ended and project-specific agreements are in use.
- parties may include public (federal/provincial/first nations) and/or private actors (non-profit/for-profit).
- municipal authority (*vis-à-vis* planning and development) remains unfettered.
- agreed to municipal/provincial responsibilities map closely onto 'core' business activities.
- partnerships with the private sector offer opportunities to increase the supply of both non-market and market housing.
- agreements can be used to assemble/bank land for future non-market (re)development.

⁶ MOUs between senior levels of government (provincial-federal) and non-governmental parties (non-profits and/or private sector) have been excluded. For an example of a provincial-to-Indigenous government MOU see [here](#).

Spectrum of Housing and Homelessness MOUs

For the purposes of this report, staff have loosely grouped the inventoried cross-jurisdictional MOUs into three (3) broad segments – safety net, housing with supports and market housing.⁷ Table 1 (see below) summarizes housing and homelessness MOUs to provide Council with a simplified overview. Attachment 2 provides a deeper and more nuanced understanding of the MOUs included in staff’s cross-jurisdictional scan.

Table 1: Overview of Housing and Homelessness MOUs | Cross-Jurisdictional Scan

	Safety Net	Housing with Supports	Market Housing
Subject Matters	decampment, emergency shelters	supportive housing, coordinated access ⁸	mixed non-market and market developments, land assembly, attainable home ownership programs
Purpose	coordinate decampment, facilitate construction and/or operation of emergency shelters	promote case management for homeless individuals, facilitate construction and/or operation of supportive housing units	facilitate construction of non-market housing units, improve middle-income households’ ability to become homeowners, create inventory of land for (re)development
Typical Parties	Province, City, non-profits	Province, City, non-profits	Province, City, non-profits, private sector developers
MOU Examples	Victoria, Vancouver, Abbotsford, Kamloops, Red Deer, Surrey	Abbotsford, Courtenay, Kamloops, Surrey, Vancouver, Windsor	Guelph, Hamilton, Nanaimo, Surrey, Toronto, Vancouver

Party-Specific MOU Commitments | Respective Roles

Party-specific MOU commitments vary from jurisdiction-to-jurisdiction and from agreement to agreement. While some MOUs simply establish a collaboration framework, other MOUs spell out roles and expectations in detail. Table 2 (see below) describes party-specific commitments made by MOU signatories across Canada. While not exhaustive, the table captures key roles and responsibilities identified in staff’s research.

As previously noted, sample MOUs are detailed in Attachment 2. Those agreements provide insight into how an MOU can be structured to achieve specific housing and/or homelessness objectives (e.g., decampment) and how mutual and party-specific commitments can be made context specific.

Table 2’s ‘financial’ column captures out-of-pocket outlays/expenditures or forgone revenue. Staff acknowledge that commitments in Table 2’s ‘non-financial’ column do involve staff and/or volunteer-related costs. These ‘non-financial’ commitments are, however, more likely to form part of baseline budget-envelopes (since they relate to parties’ core business activities). As such, they have been separated out in the table.

⁷ These segments correspond to the ‘[wheelhouse model](#)’ developed by the City of Kelowna.

⁸ For an overview of coordinated access, see [here](#).

Table 2: MOU Commitments | Party-Specific Breakdown

	Non-Financial	Financial
City	<ul style="list-style-type: none"> enforce municipal by-laws pertaining to occupation of public lands and remediate public spaces post-decampment. identify city-owned sites for (re)development as emergency shelters and/or non-market housing. accelerate the municipal approvals process (by coordinating city departments/divisions). provide long-term leases, licenses, or subleases (vis-à-vis city-owned properties). ensure ongoing affordability and occupancy type through (post-development) agreements. assist the parties with planning and development related public/stakeholder engagement and/or notification processes. secure a development partner to undertake overall development if rezoning results in a mixed market/non-market development. pay the cost of building integrated commercial and/or retail spaces. establish/convene a community advisory committee to address neighbourhood concerns. 	<ul style="list-style-type: none"> provide material resources to support homeless individuals. sell/lease/licence city-owned property at less than market value. provide property tax exemptions or reductions. waive development cost charges. make project-specific donations from affordable housing reserves. absorb (in whole or in part) costs relating to linear infrastructure (power lines, pipelines, flow lines, roads, and access tracks). pay costs of remediating soil contamination (on the city-owned sites).
Province	<ul style="list-style-type: none"> coordinate health, housing, cultural and social supports to address the needs of encamped/decamped residents. identify province-owned sites for (re)development as emergency shelters and/or non-market housing. ensure coordination with and between ministries (primarily health and housing). educate private/public sector partners about housing-specific grant programs. select shelter and housing operators (based on housing type and support-service-needs). establish third-party agreements that outline operating and service requirements. manage operations if an operator or service provider agreement must be terminated. ensure housing/shelter projects comply with fire/building codes and municipal by-laws, guidelines, and regulations. 	<ul style="list-style-type: none"> purchase properties for (re)development. pay consultants to undertake building design, project management, and legal work.⁹ absorb (in whole or in part) housing project-related construction costs. fund (in whole or in part) operating costs for shelters and/or supportive housing units.

⁹ Legal work may include preparation of charge summaries, dealing with charges on title, and drafting the leases and other legal documentation that may be required.

Non-Profits	<ul style="list-style-type: none">• determine design specifications to meet the project site's intended occupancy/uses.• project-manage the design and construction of the project site.• manage the building complex and the tenants (selection, tenant agreements, rent collection, eviction, etc.).• select tenants for occupation of supported units within the project site(s).• provide on-site support to maximize tenant independence and social integration and to help with tenants' personal crises.• partner with community agencies and resources for effective service delivery of housing and related supports for people who are without stable housing.	<ul style="list-style-type: none">• apply for non-market housing grants or other funding opportunities that will support the financial viability of the development.• maintain and repair the building complex(es) including payment of utilities, insurance, fees, and taxes.¹⁰
For-Profits	<ul style="list-style-type: none">• implement a master plan for the project consistent with the MOU's (re)development vision, market needs and economic feasibility.• develop the land using the most suitable diversified housing types.• ensure incentives/rebates conveyed by the City are apportioned to designated affordable units.• negotiate with private/public partners equitable sharing of acquisition, development, and construction costs.• invite investors and developers to participate in redeveloping project lands.• act as the lead to access social and private investors.• facilitate advocacy initiatives with senior government.• engage citizens and other public/private sector organizations to advance the project.• prepare and submit planning, development, and environmental applications.• commit to an allocation of non-market dwelling units.	<ul style="list-style-type: none">• absorb (in whole or in part) market-housing-related predevelopment and construction costs.

CONCLUSION

While HRM does not have the mandate to build and operate social housing, it can preserve, acquire, sell, and provide land for non-market housing and develop incentives to support development. The municipality can also support housing-related public communications and community engagement. As illustrated by Table 2 (see above), MOUs signed by Canadian cities map closely onto these same municipal roles. The inventoried MOUs seek to leverage municipal authority and resources to expedite housing developments and facilitate homeless-serving interventions within their communities.

Since housing is a basic right, developing new tactics to improve residents' shelter outcomes is paramount. Complex, ever-changing 'wicked problems' cannot be solved, only addressed on multiple fronts.¹¹ Homelessness, as a wicked problem, requires a 'whole community' approach. That means relying on

¹⁰ Payment by the non-profit may represent a 'flow-through', depending on the financial relationship with the project's governmental partners.

¹¹ A "wicked problem" is a phrase used by policymakers to describe an issue that is not only complex but highly* contested and unpredictable. Try to fix one aspect of it and you might create other problems, not foreseen.

private-public collaborations – with everyone from non-profits to other orders of government, to private developers – to deliver desperately needed units. Therefore, staff recommend that HRM not restrict itself to a single, bilateral (provincial-municipal) agreement. Multilateral, private-public MOUs should be explored.

MOUs signed by other Canadian municipalities provide valuable insight into how to craft an MOU. Thus, staff further recommend that inventoried municipal MOUs be used to both inform and inspire the negotiation and drafting of local agreements. To this end, staff have consolidated key MOU-components into housing and homelessness MOU-guidelines (see Attachment 1).

In February 2023, Council endorsed a framework to address homelessness.¹² That framework should serve as the bedrock for any MOUs negotiated between HRM and other parties. As the framework outlines, there are four key municipal roles: (1) supporting residents sheltering outside; (2) supporting precariously housed persons and families to stay housed; (3) supporting public education efforts; and (4) facilitating the construction and maintenance of affordable and deeply affordable housing.¹³ The ‘tactics’ included in the framework describe numerous opportunities for collaboration. Framework tactics reproduced in Table 3 (see below) may lend themselves to an MOU-governed working relationships.

Table 3: MOU Amenable Homelessness Framework Tactics

Role Supporting residents sheltering outside	
4.1.2	The municipality will continue to designate locations where people can camp in parks intended for people experiencing homelessness. The municipality will provide potable water, garbage collection, storage boxes, and toilet options at these sites. The municipality will also strive to find options to offer power and running water at these sites. The municipality will continue to seek support from other orders of government to provide suitable additional spaces for residents needing to shelter outside and applicable services.
4.1.5	The municipality will work with stakeholders to develop a civilian-led primary response team to respond to situations that occur in encampments or with persons experiencing homelessness in various community situations.
4.1.6	In support of the Province of Nova Scotia, the municipality will support the operation of emergency extreme weather shelters. Typical supports include planning, transportation, communication, and supplies.
4.1.7	In partnership with the Province of Nova Scotia and service providers, the municipality will champion the establishment of a daily drop-in centre for persons experiencing homelessness.
4.1.8	The municipality will continue to support the existing Street Navigator programs and work to expand navigator or outreach support on evenings and weekends, as well as in the more rural areas of the municipality.
4.1.12	The municipality will support the province, private property owners and other stakeholders to identify sites where people sheltering in a vehicle can park, and in extreme weather, idle their car for prolonged periods of time to stay warm.
4.1.13	The municipality will consider supporting expanded use of safe, built-to-code shelters, and their placement in an appropriate location(s) conforming to municipality zoning.

¹² See [Item 15.15](#) Halifax Regional Council February 21, 2023.

¹³ In keeping with Council’s direction, these homelessness-framework-connected initiatives will employ multiple lenses to (a) better address the over-representation of various populations within the those experiencing homelessness; and (b) account for specific challenges for women, transgender, and non-binary individuals who are precariously housed and unhoused.

4.1.16 The municipality will support the yearly Point in Time count and other quantitative research efforts to better understand the true number of individuals and households experiencing homelessness.

4.1.18 Working with the Province of Nova Scotia and service providers, the municipality will help develop a response plan to a rapid increase in the number of people experiencing homelessness if the provincial rent cap is removed without other measures in place to ensure affordability.

Role | Supporting precariously housed persons and families to stay housed

4.2.2 The municipality will consider partnering with agencies and organizations providing diversion activities and support them where appropriate and possible. That support could include financial contributions or assistance from HRM staff. The municipality will specifically look to support unmet needs of the current diversion efforts that align with municipal interests.

Role | Supporting public education efforts

4.3.1 The municipality will partner with service providers and the Province of Nova Scotia to support a public education campaign that addresses misconceptions about persons experiencing homelessness and provides practical steps someone can take who wishes to support those individuals.

Role | Facilitating the construction and maintenance of affordable and deeply affordable housing

4.4.2 The municipality will continue to participate in funding affordable housing projects through the Affordable Housing Grant Program and Community Grant Program and support programs offered by other levels of government, including accepting and distributing funds such as the Rapid Housing Initiative.

4.4.7 The municipality will support the Province of Nova Scotia, other orders of government, and other service providers to support the launch of a tiny homes project.

As previously stated by staff, incremental homelessness activities may require the collaboration and financial commitment of the PNS. An MOU could provide the means to articulate respective inter-governmental roles and clarify mutual expectations.

FINANCIAL IMPLICATIONS

There are no financial implications as a direct result of the material in this report. Any financial implications resulting from the execution of an MOU will be assessed when considered.

RISK CONSIDERATION

Risks associated with this Report's recommendations rate as low.

COMMUNITY ENGAGEMENT

No community engagement was required.

ENVIRONMENTAL IMPLICATIONS

No environmental implications were identified.

ALTERNATIVES

1. Regional Council could decline to authorize the CAO to negotiate a housing and homelessness related MOU.

ATTACHMENTS

- Attachment 1 MOU Guidelines | Housing and Homelessness Agreements
Attachment 2 Cross-Jurisdictional Inventory of Housing and Homelessness MOUs

A copy of this report can be obtained online at halifax.ca or by contacting the Office of the Municipal Clerk at 902.490.4210.

Report Prepared by: Scott Sheffield, Government Relations and External Affairs 902.430.3654

ATTACHMENT 1

MOU GUIDELINES | HOUSING AND HOMELESSNES AGREEMENTS

Table 3 (see below) captures key components of housing and homeliness MOUs. Table 3 is meant to provide general guidance when negotiating and drafting an MOU. Consultation of subject-matter specific MOUs is advisable to ensure a tailored approach is taken (see Attachment 2). Since Table 3 incorporates elements from across the full spectrum of inventoried MOUs, some elements may not apply to an MOU.

Table 3: Housing and Homelessness MOUs | Key Elements

Parties	<ul style="list-style-type: none"> Identify who will enter the MOU. May include the property owner(s), property developer(s), property manager(s) primary service provider(s) and/or coordinated access agency(ies).
Background and Guiding Principles	<ul style="list-style-type: none"> Describe the mutual vision/goal shared by the parties and the principles by which the partners will guide their decisions.
Definitions	<ul style="list-style-type: none"> Include a definitions section that covers key terms used in the document.
Predevelopment	<ul style="list-style-type: none"> Identify specific property(ies) slated for (re)development. Describe the housing unit breakdown (location, number of units) and specify the percentage of non-market housing units. Determine party(ies) responsible for inviting investors and developers to participate in (re)developing project lands. Establish party(ies) responsible for required community engagement (as part of development approvals process). Identify party(ies) responsible for securing building permits and (re)zoning). Describe division of responsibility for undertaking background studies, research, legal surveys, engineering assessments, site plan(s) and rendering(s). Determine mechanism for deciding upon design specifications to meet the site's intended occupancy/uses.
Construction	<ul style="list-style-type: none"> Determine party(ies) responsible for demolishing and removing existing improvements or structures and for site remediation (in cases of environmental contamination). Outline mechanism to allocate built non-market dwelling units (within each phase of the development project). Assign responsibility for ensuring housing/shelter projects comply with fire/building codes and applicable municipal by-laws, guidelines and regulations. Address responsibility for ensuring that housing complexes are built to meet environmental sustainability standards (to extent financially viable).
Eligibility Determination and Client Selection	<ul style="list-style-type: none"> Provide an overview of the client/tenant selection criteria and plan including the process and roles of each party for determining/verifying tenant eligibility. Outline the role of the service provider(s) and management agent(s) in eligibility determination and client/tenant selection including who makes the final decision if there is disagreement about tenant eligibility or selection.

Property Management

- Describe mechanism(s) to ensure long-term affordability and occupancy type (non-market housing) with registered owners/operators of housing units.
- Specify process for selecting shelter and/or housing operators (as appropriate for the housing type and support service needs).
- Outline responsibility for establishing third-party agreements that dictate operating and service requirements.
- Assign responsibility for managing (re)developed building complex(es) including handling of tenants (selection, tenant agreements, rent collection, eviction, etc.).
- Describe site-specific operations management plan (detailing community advisory committees, dispute-resolution processes, building staffing models and tenant profiles).

Access to Homelessness Services

- Provide for mutual sharing of client background information for coordinated assessment (as appropriate).
- Set out obligations to provide wraparound supports (where indicated) and to accept referrals for support services.
- Describe requirements to secure privacy, confidentiality and integrity of consumer, employee, and administrative data.
- Outline requirement to participate in common/collective case management meetings (designed to assess client needs and connect individuals to appropriate housing and support services).

External Communications & Coordination

- Outline any communications protocols that will govern project related interactions with the media and the public.
- Identify regular meeting schedule between parties and method for selecting parties' representative(s).
- Establish each party's responsibilities for engaging citizens, businesses, research and education institutions, and other public and private sector organizations to advance the project.

Reporting and Record Keeping

- Identify entity(ies) responsible for implementing required/needed file documentation and information collection.

Sale/Lease/License

- Establish parties' relationship to developed properties (outright sale, long-term lease, license, or sublease) and set out terms agreeable to the parties.

Finances

- Outline fee waiver(s) and/or exemptions relating to property taxes, permits and/or development approvals-related costs.
- Establish terms for less-than-market value property disposal/sale.
- Identify funding sources for predevelopment costs (including consultant fees, background studies, research, legal surveys, engineering assessments, planning, preliminary conceptual architecture, and final report preparation.
- Determine funding sources for construction guarantees and mortgage financing.
- Identify funding sources for services, rental assistance and unique operating costs for supportive housing.
- Clarify any cost sharing between parties for coordinated access activities.
- Identify party(ies) responsible for applying for and/or securing additional funding sources on a go-forward basis.
- Specify costs that will **not** be covered/borne by a given party (exclusions).

Revision and Evaluation

- Identify whether/how agreement provisions may be amended to reflect evolving circumstances.
- Describe timing and mechanism to evaluate performance of partnership. Establish how evaluation is to be used vis-à-vis ongoing relationship on a go-forward basis.

General Terms

- Include the MOU's start date and termination terms and conditions.
- An authorized signatory from each entity that will execute the MOU.

Optional Components

- Enforceability
- Severability
- Confidentiality
- Indemnity
- Other Terms

ATTACHMENT 2

CROSS-JURISDICTIONAL INVENTORY OF HOUSING AND HOMELESSNESS MOUs

The MOUs inventoried in this Attachment have been loosely sorted into three broad segments – safety net, housing with supports and market housing. These segments correspond to the ‘wheelhouse model’ developed by the City of Kelowna (see Figure 2).¹

The wheelhouse is intended as an alternative to the housing-continuum-model which represents a linear progression from homelessness or housing need to homeownership. By contrast, the wheelhouse visualization deemphasizes homeownership in favour of a more diverse and evolving approach. The wheelhouse model’s circularity reflects the reality that people’s housing needs change as they go through their lives.

Within this Attachment’s MOU inventory, some MOUs that span two segments have been (arbitrarily) assigned to one segment. These categorizations are simply made to help conceptualize the range of MOU-related opportunities available to HRM.

Figure 2: Wheelhouse Model



Source: City of Kelowna

1.0 SAFETY NET MOUs

1.1 Decampment MOUs – Vancouver and Victoria²

In 2021, the Government of B.C. signed decampment MOUs with the Cities of Vancouver and Victoria. These agreements were meant to formalize a collaborative approach to bringing people indoors and discouraging further encampments. The parties mutually agreed to co-ordinate public statements and communications on decampment activities. Both decampment MOUs also set out timelines, within which decampment was expected to occur. Vancouver’s decampment MOU explicitly acknowledges the right to erect temporary shelters in public spaces overnight if adequate shelter or housing options are unavailable.³

To help ensure that displaced encampment occupants would have shelter, the BC government purchased multiple properties in Vancouver and Victoria. These properties were acquired in advance of decampment and were earmarked for occupation by decamped people. Despite an MOU designed to smooth intergovernmental cooperation, and available housing units, decampment-related-criticisms have still been levelled, including allegations of Human Rights violations.⁴

Respective obligations under these decampment MOUs are detailed in Table 4 (see below).

¹ See [here](#) for an overview of the wheelhouse model.

² The Vancouver and Victoria decampment MOUs are not posted online. Copies are available on request.

³ B.C.’s Supreme Court has ruled that by-laws which prohibit sleeping or being in a park overnight without permits or erecting a temporary shelter without permits violate the guarantee the right to life, liberty and security of the person. See [Abbotsford \(City\) v. Shantz, 2015 BCSC 1909](#).

⁴ See THE SHIFT and Pivot Legal Society’s [Strathcona Park Decampment Report Card](#).

Table 4: Decampment MOUs – Vancouver and Victoria

Party	Decampment Commitments	Future Encampment Commitments
Cities (Vancouver⁵ and Victoria)	<ul style="list-style-type: none"> provide operational and logistical support during decampment. enforce camping by-laws following decampment liaise with emergency services (fire and police). remediate park/public spaces post decampment prevent reoccupation (by homeless residents) during decampment. 	<ul style="list-style-type: none"> bring forward available land and buildings for housing or shelter. expedite land use decisions necessary to rapidly respond to housing need. provide outreach, supports and a range of housing options to unsheltered people.
Province	<ul style="list-style-type: none"> collaborate (with cities) on housing and transition supports for people leaving the encampments. lead coordinated access for decamped residents. ensure coordination with/between involved ministries (primarily health and housing). renovate indoor accommodations to accommodate decamped residents. 	<ul style="list-style-type: none"> coordinate health, housing, cultural and social supports to address the needs of people forming encampments. develop temporary and permanent housing options to meet community needs (shelters and supportive housing).

1.2 Emergency Shelter MOU – Red Deer⁶

In 2020, the Government of Alberta signed an emergency shelter MOU with the City of Red Deer.⁷ Execution of the MOU followed years of City-driven advocacy (for a purpose-built facility) and a shelter-specific provincial funding commitment. As stated in the MOU, the document was intended to establish “general high-level understandings” relating to the emergency shelter project. The MOU outlines key anticipated/desired design features, services, and amenities.⁸ Shelter integration and co-location of homeless-population service-providers is addressed (but not stipulated) by the MOU. The MOU specifies that the City will not provide ongoing capital maintenance, capital for future capital expansion or operational dollars. Although the permanent shelter remains unbuilt, the site selection process is ongoing and public input is being sought.⁹

Respective obligations under the Red Deer emergency shelter MOU are detailed in Table 5 (see below).

Table 5: Emergency Shelter MOU – Red Deer

⁵ In the case of Vancouver, a third party (Vancouver Park Board) was also a signatory.

⁶ See [here](#) for the full text of the Red Deer emergency shelter MOU.

⁷ See [History of Permanent Shelter](#) for a detailed overview of the process leading up to the Red Deer emergency shelter MOU execution and subsequent actions.

⁸ Including, but not limited to sober and intoxication emergency shelter beds/spaces, food preparation services, washrooms, showers, laundry, storage facilities and housing, health and detox supports.

⁹ See [Red Deer’s Permanent Shelter Project](#).

Party	Commitments
City of Red Deer	<ul style="list-style-type: none"> reduce, waive, or otherwise meet, development cost charges (permits and fees). absorb or defray costs relating to utility connections, landscaping, and sidewalks
Province	<ul style="list-style-type: none"> fund 'primary capital infrastructure'. design the emergency shelter service delivery model (consulting stakeholders and the City as appropriate). project-manage building design and construction.

1.3 Emergency Shelter and Supportive Housing MOU – Kamloops¹⁰

In 2022, the B.C. Government and the City of Kamloops signed an emergency shelter and supportive housing MOU. The stated intent of the MOU is to create a 'framework' for the City and the Province to collaboratively respond to the homelessness/housing affordability crisis with strategic and targeted investments. The City and BC Housing committed to cooperatively developing communication strategies for housing projects noted in the MOU, and for future projects. To ensure continuity and ongoing relevancy, both parties agreed to annually review the MOU (addendums to be inserted as required). Criteria for housing development site-selection are set out in the MOU (relating to availability, suitability, proximity, and accessibility). Several in-progress shelter and affordable housing projects are detailed in the MOU. The non-binding legal status of the agreement is explicitly stated in the MOU.

Respective obligations under the Kamloops blended MOU are detailed in Table 6 (see below).

Table 6: Emergency Shelter and Supportive Housing MOU – Kamloops

Party	Commitments
City of Kamloops	<ul style="list-style-type: none"> provide tax exemptions, waive development cost charges, and/or by make donations from the City's affordable housing reserve (when possible). identify potential sites for future shelter and housing projects (liaising with private property owners or government agencies to lease/license sites for use). smooth/accelerate the municipal approvals process (by coordinating city departments and divisions). provide leases, licenses, or subleases (to the Province) for municipally owned sites that have received Council approval (on terms agreeable to both parties). ensure affordability and occupancy type (supportive/affordable housing) through housing agreements with registered owners of housing sites. coordinate communication efforts and assist the Province with public/stakeholder engagement and/or notification processes (associated with shelter and housing development). conduct crime prevention (CPTED) assessments of proposed/future shelter and housing sites and support implementation of safety recommendations. ensure that shelter/housing project operators sign agreements in compliance with the City's Good Neighbour By-law.

¹⁰ See [here](#) for the full text of the Kamloops shelter and transitional/supportive housing MOU (2022).

Province

- identify potential sites for future shelter and housing projects.
- consult the City about (a) land acquisition, (b) site and/or building leases, and (c) provision of rent supplements to service providers and housing operators.
- purchase/secure sites for future development (subject to budget limitations).
- educate government, non-profit, and private sector partners about funding/financing options available under provincial programs.
- coordinate the activities of provincial departments to support future shelter and housing development.
- ensure provincial housing/shelter projects comply with fire/building codes and comply with applicable municipal by-laws, guidelines and regulations (unless directed otherwise by the City).
- select shelter and housing operators (as appropriate for the housing type and support service needs) through a fair process.
- establish third-party agreements that outline operating and service requirements.
- use the provincial coordinated access process to support resident selection for supportive housing projects.
- provide security services (as deemed appropriate) for currently operating or future shelter or supportive housing sites based on best practices and which may include peer-led and peer-driven approaches.

1.4 Emergency Shelter and Transitional Housing MOU – Surrey¹¹

In 2015, the Government of B.C. and the City of Surrey signed an emergency shelter and transitional housing MOU.¹² The MOU applies only to housing projects developed on City-owned sites. Although the MOU identified a purpose-built project, the agreement contemplated subsequent projects (to be identified/added later). The MOU addressed both eligible tenants and the target-numbers for shelter beds and transitional housing units. The MOU also specified key design features and amenities. Under the MOU, all approvals remained subject to City Council approval and were at the City’s absolute discretion. Major communications activities and materials were to be mutually agreed upon by the Province and the City.

Respective obligations under the Surrey emergency shelter and transition housing MOU are detailed in Table 7 (see below).

Table 7: Emergency Shelter and Transition Housing MOU – Surrey

Party	Commitments
City of Surrey	<ul style="list-style-type: none">• offer up a city-owned property for (re)development as purpose-built shelter/transitional housing complex.• lease the city-owned site to the Province, for a period of 60 years, for a consideration of \$10.¹³• waive or otherwise meet development cost charges (permits and fees).• establish/convene a community advisory committee to proactively address neighbourhood concerns.• relax (development specific) parking requirements.

¹¹ See [here](#) for the full text of the Surrey shelter and transition housing MOU (2015).

¹² The MOU’s preamble positions the agreement as a partnership between BC Housing and the City in the development of housing sites to support the priorities identified in the [Master Plan for Housing the Homeless in Surrey](#).

¹³ Specifically, the property was to be leased to the [Provincial Rental Housing Corporation](#), which holds property for social and other low-cost housing in British Columbia.

- ensure compliance with housing sustainability standards¹⁴ and building codes.
- expedite planning and development related approval processes.

Province

- pay consultants to undertake design, project management, construction review/administration and legal work.
- issue an RFP for a non-profit to design, construct and operate the shelter and transitional housing project.
- contribute funding to cover shelter and transition housing operating costs.
- provide integrated and client-centred support services consistent with BC Housing's Emergency Shelter Program.

This MOU has acted as the basis of subsequent development partnerships between the City and the Province, including construction of a housing complex with transitional housing units and emergency shelter beds.¹⁵

2.0 HOUSING WITH SUPPORT MOUs

2.1 Supportive Housing Facility MOU – Abbotsford¹⁶

In 2021 the Government of B.C. and the City of Abbotsford signed a housing facility MOU. Per the MOU, the housing facility is meant to provide accommodation for persons who are homeless or at risk of becoming homeless. Under the MOU's terms, the City has the right to approve the form of any operator agreement (between the Province and a Society selected to manage the housing facility). The MOU sets out a timeline for completion of construction, while allowing for delays 'beyond reasonable control'. The non-binding legal status of the agreement is explicitly stated in the MOU.

Respective obligations under the Abbotsford housing facility MOU are detailed in Table 8 (see below).

Table 8: Housing Facility MOU – Abbotsford

Party	Commitments
<p>City of Abbotsford</p>	<ul style="list-style-type: none"> • pending construction of a permanent structure, allow the placement and operation of a sanitation trailer (to service a nearby homeless encampment). • hold the temporary use permit in abeyance while rezoning is being addressed • offer up a city-owned property for (re)development as purpose-built housing complex. • lease the city-owned site to the Province, for a period of 60 years (remuneration under the lease is unspecified in the MOU).
<p>Province</p>	<ul style="list-style-type: none"> • cover costs of removal and relocation of the homeless shelter that currently exists on the designated property. • enter into an operator agreement with a society. • assume responsibility for the management and operation of the housing facility if the operator agreement must be terminated. • provide funding for the management and operation of the housing facility.

¹⁴ See the Province of B.C.'s [Construction Standards & Guidelines for Renovating Affordable Housing](#).

¹⁵ See City of Surrey [Corporate Report](#).

¹⁶ See [here](#) for the full text of the Abbotsford housing facility MOU (2021).

2.2 Social Housing MOU – Vancouver¹⁷

In 2007, the Government of B.C. and the City of Vancouver signed a social housing MOU. The MOU set out a partnership between BC Housing and the City for the design, approvals, and preconstruction work required on twelve (12) City-owned sites. All MOU-governed housing projects were to be paired with non-profits designated to operate and/or support the projects (referred to respectively as ‘Sponsors’ and ‘Service Providers’). The Sponsor and the Service Provider for any given project might, or might not, be the same non-profit organization. Provision was also made to provide ‘supported tenants’ with access to health care clinics, detox and home care (as required).

The MOU addressed eligible tenants and the target-numbers of social housing units. The MOU permitted commercial and/or retail uses on the ground floor of seven projects (sites located in a shopping district or on a major arterial). Allowance was also made for homeless-serving agencies to locate within three of the sites under development. The MOU stipulated that site-specific operations management plans be developed (detailing community advisory committees, dispute-resolution processes, building staffing models and tenant profiles).

Respective obligations under the Vancouver social housing MOU are detailed in Table 9 (see below).

Table 9: Social Housing MOU – Vancouver

Party	Commitments
City of Vancouver	<ul style="list-style-type: none"> • make twelve (12) city-owned properties available (at no cost) for (re)development as purpose-built social housing complexes. • jointly select Service Provider and Sponsor for each site under development. • work co-operatively (with Sponsor and Province) to identify and address issues arising out of the development permit process. • lease the city-owned properties to Sponsors (60-year lease with nominal prepaid rent). • pay the cost of building integrated commercial and/or retail spaces.¹⁸ • assign a City architect to project manage design/construction of integrated commercial and/or retail spaces. • cover operational expenses relating to integrated commercial/retail spaces. • exempt supportive housing complexes from property taxes once fully developed (estimated at \$1M/year) for duration of lease.¹⁹ • evict existing tenants housed in city-owned properties slated for redevelopment (negotiating early termination as needed). • undertake environmental assessments of any (pre-existing) buildings on the sites (to determine if there are any hazardous materials) and pay the costs to remove any hazardous materials. • pay costs of remediating soil contamination on the city-owned sites. • act in the capacity of ‘applicant’ for any rezoning that may be required. • secure a development partner to undertake overall development if rezoning results in a mixed market/non-market development.

¹⁷ See [here](#) for the full text of the Vancouver social housing MOU (2007).

¹⁸ The commercial and retail space was to be sub-leased to the City for the term of the lease with a nominal prepaid rent, and the City will operate the commercial and retail space as a financial investment.

¹⁹ Property tax exemptions were contingent on the projects providing supportive housing for the homeless and those at risk of homelessness and BC Housing providing operating subsidies.

Service Provider

- select tenants for occupation of 'supported units' within the project site(s).
- restrict support to tenants who are living with a mental illness, substance abuse, or other problems that put them at risk of homelessness.
- provide on-site support to maximize tenant independence and social integration (may include assistance with basic life skills, budgeting, banking, and housekeeping)
- help with tenant's personal crises; medication management; assistance with appointments; links to social, vocational and health services; training and education planning; and community participation.
- adopt a collective approach to information sharing, wait lists, tenant selection and case management (in cooperation with Sponsor).

Sponsor

- determine design specifications to meet the site's intended occupancy/uses.
- demolish and remove existing improvements or structures including hazardous materials and foundations.
- project-manage the design and construction of the project site.
- manage the building complex and the tenants (selection, tenant agreements, rent collection, eviction, etc.).
- jointly select Service Provider (where Sponsor is not also acting as Service Provider for the site).
- adopt a collective approach to information sharing, wait lists, tenant selection and case management (in cooperation with Service Provider).
- maintain and repair the building complexes, pay all utilities, insurance, fees and taxes (with the exception of property taxes).

Province

- jointly select Service Provider and Sponsor for each site under development.
- pay housing complex design costs (architect and sub-consultant fees, permit fees, legal costs, survey/engineering costs, quantity surveying, etc.).
- provide funding (to Sponsors) for 24 hours a day and 7 days a week staffing for each of the projects.
- ensure housing complexes are built to meet environmental sustainability standards (to extent financially viable).
- pay for demolition of (pre-existing) improvements and removal of debris (except costs to remove hazardous materials).
- retain an independent legal firm to prepare charge summaries, deal with charges on title, and draft the leases and other legal documentation that may be required.
- secure contractors to provide project management services through the design development process, including costing advice and recommendations regarding construction efficiencies.
- work co-operatively (with Sponsor and City) to identify and address issues arising out of the development permit process.
- prepare a newspaper insert for distribution across the city that will outline the proposed partnership and provide a summary of the context for the initiative.

2.3 Affordable and Social Housing MOU – Courtenay²⁰

In 2016 the City of Courtenay signed an affordable and social housing MOU with two non-profits – Wachiy Friendship Centre Society and M’akola Housing Society. The MOU’s purpose was to guide the development planning process up to the commencement of construction. The document explicitly states that no legal rights or obligations are created by the MOU and that none shall arise except upon execution of additional legal documents. All parties to the MOU are described as ‘joint sponsors’ of the project. Per the MOU, quarterly progress reports would be provided to Council (by staff) and monthly status updates would be provided to the City (by M’akola).

Respective obligations under the Courtenay social housing MOU are detailed in Table 10 (see below).

Table 10: Affordable and Social Housing MOU – Courtenay

Party	Commitments
City of Courtenay	<ul style="list-style-type: none">• appoint the CAO as the City’s project manager for the development.• ensure that development planning for the project proceeds expeditiously.• facilitate funding discussions with BC Housing and other parties.• secure good neighbour agreement(s).• facilitate zoning, development permit variances and building permit applications.• grant freehold ownership of the project site to M’akola (subject to BC Housing’s final project commitment and execution of an agreement (with M’akola) under section 483 of the Local Government Act).• minimize municipal development cost charges by limiting unit size (square meters) and/or by amending City By-law.• forgive all municipal fees, charges, levies, and costs up to a specified maximum (as approved by City Council).
Wachiy Friendship Centre Society	<ul style="list-style-type: none">• ensure project’s design/development meets the needs of the tenant population to be served by the project (in collaboration with M’alola).• commit \$30-40K in equity towards the capital cost of the project.
M’akola Housing Society	<ul style="list-style-type: none">• act as the lead project manager and development consultant for the project.• ensure project’s design/development meets the needs of the tenant population to be served by the project (in collaboration with Wachiy).• execute a promissory note with BC Housing to access a project-development loan.• commit \$250K in equity towards the capital cost of the project.

2.4 Supportive Housing MOU – Nanaimo (2008)²¹

In 2008 the City of Nanaimo signed an MOU with BC Housing. The MOU set out the proposed partnership between the parties for the design, approvals, and preconstruction work required on five sites (three sites were City owned). Execution of the MOU followed the City’s adoption of a homelessness Action Plan and the Province’s commitment to fund a comprehensive housing strategy meant to improve access to stable housing with integrated support services. The non-binding legal status of the agreement is explicitly stated in the MOU.

²⁰ See [here](#) for the full text of the Courtenay affordable and social housing MOU (2016).

²¹ See [here](#) for the full text of the Nanaimo supportive housing MOU (2008).

All MOU-governed housing projects were to be paired with non-profits designated to operate and/or support the projects (referred to respectively as ‘Sponsor’ and ‘Service Provider’). The Sponsor and the Service Provider for any given project might, or might not, be the same non-profit organization

The MOU addressed eligible tenants and the target-numbers of social housing units. The buildings were to include a unit mix consistent with the requirements of the non-profit service providers. Provision was made for amenity spaces and administration offices. Residential and/or non-residential uses (retail, commercial and social services) were permitted on the ground floors.

Respective obligations under the Nanaimo social housing MOU are detailed in Table 11 (see below).

Table11: Social Housing MOU – Nanaimo

Party	Commitments
<p>City of Nanaimo</p>	<ul style="list-style-type: none"> • make three (3) city-owned properties available for (re)development as purpose-built social housing complexes. • lease the city-owned properties to Sponsors (60-year lease with nominal prepaid rent). • exempt supportive housing complexes from property taxes for the lease duration (contingent on ongoing supportive housing use, operation on a not-for-profit basis and BC Housing continuing to provide operating subsidies). • pay the cost of building integrated commercial and/or retail spaces. • assign a City staff-member to project manage design/construction of integrated commercial and/or retail spaces. • select Service Provider and/or Sponsor for each site under development (where Province declines to do so). • work jointly with the Province on the delivery of all media releases and public information. • process applications in accordance with the municipal development and building permit process. • designate a municipal employee to ensure that the planning and development approval process is expedited on a ‘fast-track’ basis. • work co-operatively (with Sponsor and Province) to identify and address issues arising out of the development permit process. • approve crane overswing and underpinning agreements signed by Province and property owners. • undertake environmental assessments of City-owned sites (to determine if there are any hazardous materials) and pay the costs to remove any hazardous materials. • pay costs of remediating soil contamination on the City-owned sites. • take under consideration parking requirement variances.
<p>Sponsor</p>	<ul style="list-style-type: none"> • determine design specifications to meet the site’s intended occupancy/uses. • jointly select Service Provider (where Sponsor is not also acting as Service Provider for the site). • adopt a collective approach to information sharing, wait lists, tenant selection and case management (in cooperation with Service Provider and Province). • present proposed development(s) for consideration at public information meetings and address resident concerns. • work co-operatively (with Province and City) to identify and address issues arising out of the development permit process. • demolish and remove existing improvements or structures including hazardous materials and foundations.

- maintain and repair the building complexes, pay all utilities, insurance, fees and taxes (with the exception of property taxes).
 - project-manage the design and construction of the project site.
 - manage the building complex and the tenants (selection, tenant agreements, rent collection, eviction, etc.).
- Province**
- ensure housing complexes are built to meet environmental sustainability standards (to extent financially justifiable).
 - select Service Provider and Sponsor for each site under development (may defer to City).
 - provide funding (to Sponsors) for 24 hours a day and 7 days a week staffing for each of the projects.
 - work jointly with the City on the delivery of all media releases and public information.
 - negotiate crane overswing and underpinning agreements with neighbouring property owners and pay all costs associated with securing those agreements.
 - work co-operatively (with Sponsor and City) to identify and address issues arising out of the development permit process.
 - pay for demolition of (pre-existing) improvements and removal of debris (except costs to remove hazardous materials).
 - pay housing complex design and construction costs (architect and sub-consultant fees, permit fees, legal costs, survey/engineering costs, quantity surveying, etc.).

2.5 Coordinated Access MOU – Abbotsford²²

In 2015, the City of Abbotsford received contribution funding, from the Government of Canada's Homelessness Partnering Strategy's (HPS), for a Coordinated Intake and Referral (CIR) research project.²³ CIR-design-group membership included non-profit housing and service providers, and housing and health services of senior levels of government.²⁴ By the end of the 2-year model design process, seven organizations volunteered to be research partners for the CIR pilot-project.

In 2017, CIR pilot-research partners signed on to a 1-year MOU with the City of Abbotsford. The MOU was developed based on terms of reference created by the CIR design group. As articulated in the MOU the overarching objectives were to (a) align existing intake and referral activities; (b) promote partnerships among key stakeholders; and (c) establish a community-wide tracking system and performance management system. The MOU endorsed a [Housing First](#) approach, defined key terms, set out (mutual) guiding principles/values and established scope of services. Under the MOU, homeless-client eligibility was tied to hard-to-reach individuals of moderate to high acuity level.

Respective obligations under the Abbotsford coordinated access MOU are detailed in Table 12 (see below).

²² See [here](#) for the full text of the Abbotsford coordinated access MOU (2017).

²³ The funding supported implementation of the Homelessness Action Plan (HAP) adopted by the City of Abbotsford in 2014.

²⁴ See [Many Ways to Home – Coordinated Intake and Referral Research Project](#).

Table 12: Coordinated Access MOU – Abbotsford

Party	Commitments
City of Abbotsford and Service Providers	<ul style="list-style-type: none">• provide (client) background information for the coordinated assessment (as appropriate).• participate in the wraparound supports (where indicated).• accept referrals for support service to individuals not prioritized to the interagency housing and health care team.• participate in the pilot project evaluation.• develop privacy protocol for use during the CIR pilot.
Province	<ul style="list-style-type: none">• fund core services for interagency housing and community care team.• fund a rental connect program to develop an inventory of available rental housing stock and facilitate housing retention and rapid re-housing when necessary.
Government of Canada	<ul style="list-style-type: none">• fund CIR pilot project research.

2.6 Coordinated Access MOU – Terrace²⁵

In 2018, the Province of B.C.²⁶ signed a coordinated access MOU with the City of Abbotsford, the RCMP and three homeless-serving non-profits/societies. The MOU brought together resources from health and social service providers and enforcement agencies, to reduce chronic homelessness. The MOU's purpose was to support the delivery of an integrated and coordinated approach to enhance cross-agency integration and collaboration.

The MOU spells out homeless-serving guiding principles and commits all parties to nominating a representative to meet regularly to identify and manage systemic issues, and to provide project oversight. All parties also agreed to collect and share homeless data, adhere to service integration protocols, and participate in common/collective case management meetings (designed to assess client needs and connect individuals to appropriate housing and support services). The MOU's parties further agreed to annually evaluate the project to determine whether MOU-defined objectives were being met.

The MOU was designed to continue in perpetuity, but it allows for future amendments/modifications and permits opting out (by one or more parties). Obligations described in the MOU apply to all parties – as such a table outlining party-specific commitments is not provided for this MOU.

2.7 Coordinated Access MOU – Windsor²⁷

In 2017, the City of Windsor developed a By-Names Prioritized List (BNPL) MOU.²⁸ The MOU-template is designed for signature by both the City (as 'Service Manager') and the non-governmental partner (as 'Service Agency'). The MOU's stated purpose is to provide people who are at risk of or who are currently experiencing homelessness with supports and services through a prioritized list. The agreement is

²⁵ See [here](#) for the full text of the Terrace coordinated access MOU (2018).

²⁶ As represented by the Northern Health Authority, BC Housing and three provincial ministries (Social Development, Social Innovation, and Public Safety).

²⁷ See [here](#) for the full text of the Windsor by-name list MOU (2017).

²⁸ Windsor's BNPL is a centralized list to prioritize supports and services for people experiencing chronic homelessness, episodic homelessness and/or have high acuity. The BNPL is a community-wide shift to implement a coordinated access system

indefinite in duration but can be terminated upon mutual consent or with 60 days written notice. Curiously, the MOU does not impose any obligations on the City itself. This may be because provincial legislation governs the activities of Service Managers in Ontario.²⁹

Respective obligations under the Windsor coordinated access MOU are detailed in Table 13 (see below).

Table 13: Coordinated Access MOU – Windsor

Party	Commitments
City of Windsor	<ul style="list-style-type: none"> • unspecified.
Service Agency (General)	<ul style="list-style-type: none"> • comply with applicable laws and regulations concerning the confidentiality of client records, files or communication in addition to the terms of this agreement. • secure privacy, confidentiality and integrity of consumer, employee and administrative data on automated systems and install antivirus protection and a firewall. • collaborate to address process issues for the purpose of evaluating service efficiency and effectiveness. • provide all program eligibility criteria to the BNL Community Table. • participate in BNL Community Table meetings and provide consumer information to the BNL Program Developer, as required. • abide by the policies and procedures of the BNL. • meet with BNL Coordinators, BNL Community Table members and the Service Manager when requested to discuss concerns and issues around the BNL.
Service Agency (Making Referrals)	<ul style="list-style-type: none"> • attend required training on the BNL Process Guide, referral process and administration of the VI-SPDAT. • administer VI-SPDAT to consumers attempting to access the BNL • record VI-SPDAT scores on the By-Names Prioritized List Addition and Consent Form. • be knowledgeable of data confidentiality and consumer confidentiality rights and be able to explain these rights to each person assessed. • obtain a signed consent form for each consumer whose information is being added to the BNL. • refer people who are ineligible for homeless assistance services to other, more appropriate community resources.
Service Agency (Receiving Referrals)	<ul style="list-style-type: none"> • accept and promptly act on consumer referrals through the BNL • participate in BNL Community Table meetings requested to resolve issues or concerns regarding program matches / offers • abide by consumer eligibility and acceptance determination decision • comply with fair housing legal requirements in all housing transactions and tenant selection plans and procedures

²⁹ See [Housing Services Act, 2011](#).

2.9 Coordinated Access MOU – St. John³⁰

The St. John's By-Name List (BNL) committee is a group of community stakeholders that meet on a regular basis to assess available supports and services and determine when a support and/or service is available for a program match. To participate in the BNL committee, each member is required to sign a confidentiality statement and an MOU. The St. John MOU template is identical to the Windsor MOU described above (save for signatories).

2.8 Homelessness Reduction and Prevention MOU – Toronto³¹

In 2019, the City of Toronto signed a homelessness prevention and reduction MOU with the Indigenous Community. Prior to the MOU's execution, Toronto had committed to working with Indigenous partners to explore ways to strengthen the capacity of Indigenous-led organizations and associations to plan, lead, and deliver initiatives for local Indigenous communities. To achieve this objective, the City made the decision to explore ways to provide funding to Indigenous-led organizations to administer funds directly.

Under the MOU, twenty percent (20%) of available 'grants program' funding (inclusive of funds allocated to Toronto under federal/provincial grants and transfer agreements) was allocated to a dedicated Indigenous funding stream. Administration of the funding stream was to be shared between the City and the Indigenous community. Per the MOU, Indigenous-led organizations remained eligible to apply for additional funds (stacking of funding sources).

The MOU's 10-year term could be extended and either party could terminate the MOU prematurely with 30-days written notice. To ensure ongoing relevancy/currency, the MOU was to be reviewed and updated (as required) on an annual basis. The City and the Indigenous community jointly committed to developing an application process and to cooperatively agree on the allocation of unspent funds (in line with priorities established in an investment plan). Both parties also mutually agreed to develop a process for supporting funded Indigenous-led organizations and resolving issues related to projects in difficulty.

Respective obligations under the Toronto homelessness prevention and reduction MOU are detailed in Table 14 (see below).

Table 15: Homelessness Reduction and Prevention MOU – Toronto

Party	Commitments
City of Toronto	<ul style="list-style-type: none">engage the Indigenous community regarding priority setting and development of an annual investment plan (in line with applicable policies).provide material resources and staffing support to facilitate priority setting by Indigenous community.make payments directly to funded Indigenous-led organizations and manage year-end reconciliation.assign a lead to each funded project to act as key point of contact between the City and funded Indigenous-led organizations.undertake regular monitoring activities in accordance with the terms and conditions of the funding agreements.

³⁰ See [here](#) for the full text of the St. John coordinated access MOU.

³¹ See [here](#) for the full text of the Toronto homelessness reduction and prevention MOU (2019).

Indigenous Community

- determine the amount of funding to be administered by the Indigenous community.
- set direction for addressing homelessness in the community using the funding administered by the Indigenous community.
- evaluate funding proposals, including a review of eligibility, and recommend allocations for approval.
- report to City according to schedule in each funding agreement.
- support the City in responding to media/public requests for information.

3.0 MARKET HOUSING MOUS

3.1 Non-Market and Market Housing MOU – Vancouver³²

In 2021 the Government of B.C. the City of Vancouver and a private sector property-developer – [Holborn Properties Limited](#) (Holborn) – signed an MOU respecting the Little Mountain Development (LMD) project. The LMD project incorporated lots owned by the City of Vancouver, Holborn and the Province. Holborn's intent was to develop both non-market and market housing and commercial (retail) space on the Holborn-owned lands. The MOU commits the parties to collaborating and cooperating to expedite the completion of the LMD project. To this end, the MOU establishes a (tri-party) planning group and sets out its purpose, composition (senior representatives with decision-making authority) and meeting-frequency. Integration of non-market housing and market housing is acknowledged (in the MOU) as integral to the LMD-project. The MOU sets out a target completion date for the LMD project, but explicitly states that no binding legal rights or obligations will arise from, or be created by, the MOU's execution. Obligations described in the MOU apply to all parties – as such a table outlining party-specific commitments is not provided for this MOU.

3.2 Non-Market and Market Housing MOU – Hamilton³³

In 2019, the City of Hamilton developed an affordable housing MOU for use with a private sector developer. Through an offering process, the City solicited conditional sale offers for the creation of a residential development, intended to include affordable rental housing. The MOU provides that, upon approval by Council, the purchaser would execute the City's standard purchase agreement. Laid out in the MOU are the terms and conditions to be included in the purchase agreement, including funds provided on closing (sale price), provision for a vendor take-back mortgage and related security, timeframe for development completion, and a commitment to construct a specified number of affordable housing units. Affordability is defined based on a percentage of 'average market rate' and would have to be maintained for 20-years.³⁴ Under the MOU, eligible tenants would be drawn exclusively from the City's centralized wait-list. Rental increases would only be permitted on an annual basis (regardless of unit turnover) and be subject to provincial rental-increase-guidelines. Obligations described in the MOU apply only to the purchaser – as such a table outlining party-specific commitments is not provided for this MOU.

3.3 Non-Market and Market Housing MOU – Guelph³⁵

In 2017 the City of Guelph, Habitat for Humanity (Habitat) and a private sector property-developer – ARQi R&D Inc. (ARQi)³⁶ – signed an MOU to develop a 'holistic urban village'. Initially the City owned all property covered by the MOU. Following redevelopment, the property was to include an 'economically balanced' combination of dwelling unit types (market-priced and non-market-priced units). Development

³² See [here](#) for the full text of the Vancouver non-market and market MOU (2021).

³³ See [here](#) for the full text of the Hamilton non-market and market housing MOU (2019).

³⁴ CMHC Rental Market Survey to be used to determine affordability.

³⁵ See [here](#) for the full text of the Guelph non-market and market housing MOU (2017).

³⁶ [ARQi R&D Inc.](#) is a privately held Canadian corporation that focuses on infill and brownfield land revitalization.

was to proceed using a phased approach intended to achieve an ‘economically balanced’ combination of diversified residential units, commercial and retail spaces, and amenities.

While the MOU explicitly stated that it was a non-binding document, it contemplated future legally binding agreements. Under the MOU, each party was to be responsible for funding its own activities. Communications protocols were established through the MOU, including appointment of a lead spokesperson, commitment to periodic information-sharing meetings and refrainment from describing/promoting the project as an affordable/social housing site.

Respective obligations under the Guelph non-market and market housing MOU are detailed in Table 16 (see below).

Table 16: Non-Market and Market Housing MOU – Guelph

Party	Commitments
<p>City of Guelph</p>	<ul style="list-style-type: none"> • prepare environmental, planning and development applications and conduct environmental monitoring of the property. • make application to provincial/federal government (re)development focused funding programs. • implement scoped risk assessments and groundwater remediation plans. • facilitate the planned redevelopment of the urban village, along all stages of redevelopment. • negotiate an agreement of purchase and sale with ARQi to transfer title from the City to ARQ. • waive City fees such as permits and site plan application fees, cash-in-lieu of parkland dedication, and municipal planning and buildings permit fees. • provide property tax exemptions or reductions. • provide all required linear infrastructure to the land to implement the master plan.³⁷
<p>Habitat for Humanity</p>	<ul style="list-style-type: none"> • coordinate opportunities within the affordable housing community and report back regularly to the Guelph-Wellington affordable housing community. • apply for affordable housing grants or other funding opportunities that will support the financial viability of the development. • subscribe to financing and acquiring the affordable ownership and rental housing, and supportive housing units. • commit to an allocation of dwelling units within each phase of development (subject to negotiation with ARQi). • abide by all agreements, regulations, and bylaws governing the affairs, operations, and responsibilities of the project condominiums. • work with ARQi to market and assign its subscribed residential units.

³⁷ Linear infrastructure means power lines, pipelines, flow lines, roads and access tracks.

ARQi R&D Inc.

- implement a master plan for the project (consistent with the MOU's redevelopment vision, market needs and economic feasibility).
- develop the land using the most suitable diversified condominium types for the purpose intended.
- share information with Habitat on actual land cost incurred as the development progresses.
- ensure affordable housing incentives conveyed by the City are apportioned to the Habitat units.
- negotiate with Habitat equitable terms for apportioning actual costs of land acquisition/site development and preparation of Habitat's residential units.
- invite investors and developers to participate in redeveloping project lands.
- create and promote initiatives to facilitate employment opportunities on the project lands.
- act as the lead to access social and private investors.
- facilitate advocacy initiatives with other levels of government (federal and provincial).
- engage citizens, businesses, research and education institutions, and other public and private sector organizations to advance the project.
- prepare and submit planning, development, and environmental applications.
- commit to an allocation of dwelling units within each phase of development (subject to negotiation with Habitat)

3.4 Attainable Housing MOU – Surrey³⁸

In 2020, the City of Surrey signed an Affordable Home Ownership Program (Program) MOU with BC Housing.³⁹ The MOU applies only to projects/developments that are (a) approved for the 'Program' by the City and BC Housing and (b) for which the parties enter a project partnering agreement (with the owner of a housing development). The MOU's goal is to create new home ownership homes (AHOP homes) that are affordable for middle income households.

AHOP homes may exist in developments where only a portion of the units are allocated/designated under the Program. The MOU outlines the program parameters, including setting out criteria for eligible households, establishing AHOP home-purchase-price (fair market value), and stipulating registration of a 2nd mortgage as security. Per the MOU, AHOP mortgages are interest and payment free and become due/payable (a) when the home is sold; (b) upon mortgage maturity; or (c) when AHOP mortgage-terms are breached.

Owners of an AHOP Home with an AHOP Mortgage are required to repay the principal amount of the AHOP Mortgage plus (or minus) the agreed upon proportionate share of any increase (or decrease) in the value of the AHOP Home

³⁸ See [here](#) for the full text of the Surrey affordable homeownership program MOU (2020).

³⁹ The [Affordable Homeownership Program](#) is an initiative from BC Housing's Housing Hub to develop affordable housing for sale to middle income households who meet eligibility requirements. It was launched in 2018 and provides financing at a reduced rate from the province. Units are made available at 5-20% below the market value. Gross household income must not exceed the 75th income percentile to be considered for eligibility.



The MOU explicitly states that it is a non-binding statement of the parties' mutual understanding of the collaboration framework. Both parties acknowledge that any other MOUs or agreements arising from, or contemplated under, the MOU are subject to BC Housing and City Council approval. Such approvals remain at the discretion of each party. Respective obligations, under the Surrey affordable home ownership MOU, are detailed in Table 17 (see below).

Table 17: Affordable Home Ownership MOU – Surrey

Party	Commitments
City of Surrey	<ul style="list-style-type: none"> contribute to the affordability of each development through the provision of favourable zoning, bonus density, parking and/or other incentives or relaxations, and/or expedited approvals. approve or reject a development (at City's sole discretion). create a separate reserve fund for the deposit and expenditure of AHOP mortgage proceeds transferred to the City.
BC Housing	<ul style="list-style-type: none"> negotiate terms of a project partnering agreement with the developer (for each program-eligible development). secure the affordability of AHOP homes (and their availability to eligible purchasers) through s.219 covenants and other security documents.⁴⁰ provide interim construction financing at favourable rates (up to 100% of the capital cost of the development). review and approve all AHOP home sales to ensure homes are sold to eligible purchasers and are subject to the restrictions confirmed in the AHOP mortgage or s.219 covenants. grant AHOP mortgages on the completion of the purchase of an AHOP home manage all aspects of the AHOP mortgage throughout its term, including monitoring, enforcement and collection of the amounts secured (when they come due). release AHOP mortgage proceeds to the City for investment in the mutually agreed fund, designated for affordable housing.

⁴⁰ In British Columbia, a Section 219 Covenant is a charge secured against the title to a property in favour of the municipality to impose a positive or negative obligation on the property owner, as per the provisions of Section 219 of the [Land Title Act](#).

3.5 Land Use Plan MOU (Te'tuxwtun Project) – Nanaimo⁴¹

In 2019 the Snuneymuxw First Nation (SFN), the Board of Education, BC Housing and the City of Nanaimo executed a land use plan MOU. The MOU is specific to the lots listed in the agreement (three adjacent properties). The MOU includes a truth and reconciliation acknowledgement and frames the development as an opportunity to create a relationship-based community grounded in ancestral knowledge.

The MOU's intent was to identify development opportunities for housing, recreation, and educational facilities (relative to the identified properties). Per the MOU, the comprehensive land use plan for the redevelopment was to include a determination of location and types of housing options suitable for the site and would explore phasing, costings, and lead partners for each future phase of the project. Guiding principles (land, people, infrastructure, education), project milestones and timelines, and party representation are also addressed in the MOU. Allowance is made for the generation of terms of reference to guide/serve the project partners.

Respective obligations, under the Nanaimo land use plan MOU, are detailed in Table 18 (see below).

Table 18: Land Use Plan MOU – Nanaimo

Party	Commitments
<p>City of Nanaimo</p>	<ul style="list-style-type: none"> • offer City owned property/lot for redevelopment. • cover proportionate share of project costs incurred during the predevelopment phase (repayment back to BC Housing once capital funding has been secured for respective portion of the improvements). • absorb staff time and costs associated with participating in the planning process. • provide venues for public meetings and consultation.
<p>BC Housing</p>	<ul style="list-style-type: none"> • offer BC Housing owned property/lot for redevelopment. • provide predevelopment funding for the comprehensive land use plan, including consultant fees, background studies, research, legal surveys, engineering assessments, planning, preliminary conceptual architecture, and final report preparation.
<p>Board of Education</p>	<ul style="list-style-type: none"> • offer Board of Education owned property/lot for redevelopment. • cover proportionate share of project costs incurred during the predevelopment phase (repayment back to BC Housing once capital funding has been secured for respective portion of the improvements). • absorb staff time and costs associated with participating in the planning process. • provide venues for public meetings and consultation.
<p>Snuneymuxw First Nation</p>	<ul style="list-style-type: none"> • absorb staff time and costs associated with participating in the planning process. • cover proportionate share of project costs incurred during the predevelopment phase (repayment back to BC Housing once capital funding has been secured for respective portion of the improvements).

⁴¹ See [here](#) for the full text of the Nanaimo – First Nations land development MOU (2019).

3.6 Land Assembly MOU – Toronto⁴²

In 2021, the City of Toronto and the United Property Resource Corporation (UPRC) signed an MOU to create up to 500 affordable rental homes at seven sites over a five-to-seven-year period.⁴³ This MOU embodies the first proposal under the City's land banking initiative.⁴⁴ The aim of the land banking initiative is to work with key partners to develop an inventory of sites that can be developed over time to create affordable rental housing across the city. The partners would contribute land and other resources toward the development and operation of the new housing.

To support the creation of the new affordable rental homes, to provide funding certainty, and to help expedite the future development, the City committed \$27.5M in housing incentives (including exemption from development charges, planning and building permit fees, and parkland dedication fees). Property taxes were to be waived for the duration of the long-term leases of City-owned properties (duration of 99 years).

Once identified, all sites would be subject to the City's regular planning approvals and public consultation processes. The UPRC committed to building a mix of affordable and market rental housing at each site that would be owned and operated by a non-profit organization. A minimum of 30% of the units would be rented at or below 100% average market rent, with UPRC working with the City on a site-by-site basis to ensure deeper affordability by leveraging available housing benefits.

⁴² See [here](#) for the terms and conditions for the Toronto land banking MOU (2019).

⁴³ The UPRC is a partnership between the United Church of Canada and the Canada Mortgage and Housing Corporation (CMHC), created specifically to help communities of faith of all denominations and other non-profit organizations unlock the value of their real estate assets.

⁴⁴ The [HousingTO 2020-2030 Action Plan](#) recommends partnerships with other orders of government, the private sector and non-profit organizations, including faith-based groups, to identify and set aside land to build affordable housing as part of a land bank initiative.