

## MEMORANDUM OF UNDERSTANDING

### BETWEEN:

CITY OF TORONTO (the "City")

### AND:

**THE INDIGENOUS COMMUNITY AS REPRESENTED THROUGH THE TORONTO INDIGENOUS COMMUNITY ENTITY (ABORIGINAL LABOUR FORCE DEVELOPMENT CIRCLE) AND THE TORONTO INDIGENOUS COMMUNITY ADVISORY BOARD**

- A. On June 25, 2018, the City's Shelter, Support and Housing Administration Division ("SSHA") and leaders from the Indigenous Community Advisory Board and the Toronto Aboriginal Support Services Council (TASSC) launched the *Meeting in the Middle Engagement Strategy and Action Plan* ("*Meeting in the Middle*"). *Meeting in the Middle* was co-created to foster better relationships between SSHA and Indigenous-led organizations and identify actions to more meaningfully address Indigenous homelessness in Toronto by addressing the City of Toronto's Statement of Commitments to Aboriginal Communities ("*Statement of Commitments*").
- B. Commitment 3 of *Meeting in the Middle* states that the City commits 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. This shall include dedicating a percentage of funds to Indigenous communities, and exploring ways to provide funding to Indigenous-led organizations to administer directly.
- C. At its meeting held on March 27 and 28, 2019 City Council adopted EC2.10 *Implementation of Reaching Home: Canada's Homelessness Strategy*, including recommendation 7 that directed the General Manager ("GM"), SSHA to develop an Indigenous funding stream in partnership with local Indigenous-led organizations and associations, with a target of 20% of new Reaching Home funding, and report to Aboriginal Affairs Advisory Committee or the appropriate Standing Committee of Toronto City Council on the agreed structure of this Funding Stream.
- D. The Funding Stream, as described in EC2.10, targets 20% of Grants Program Funding to the Funding Stream through a phased implementation as currently-funded projects end and new applications for grants funding are released. The intent of the Funding Stream is to ensure decisions regarding funding priorities and allocations are made by local Indigenous communities through the Indigenous Community Advisory Board.

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**NOW, THEREFORE**, the parties to the Memorandum of Understanding agree with each other as follows:

### **1. Definitions:**

"Applicable Funder" means either Employment and Social Development Canada or the Minister of Housing or both, as the case may be.

"Community Entity" means the City of Toronto, or its successor as determined by Employment and Social Development Canada per the directives of Reaching Home under the Designated Communities stream.

"Funding Stream" means an Indigenous funding stream developed in partnership with local Indigenous-led organizations and associations, which includes 20% of Grants Program Funding. Leadership for decision-making regarding funding priorities and allocations within the Funding Stream rests with local Indigenous communities through the Indigenous Community Entity and Indigenous Community Advisory Board.

"General Manager" or "GM" means the General Manager of Shelter, Support and Housing Administration of the City and includes his or her designate or successor, if any.

"Grants Program Funding" means the portion of grants funding that excludes allowable administration expenses, as described in Section 4.

"Indigenous" is defined as First Nations, Inuit and Métis people within Canada.

"Indigenous-led organizations" are broadly defined as organizations with a mandate to serve Indigenous communities, operate under Indigenous governance models, have executive and senior management who identify as Indigenous, employ staff from the Indigenous community and/or follow an Indigenous service model.

"Indigenous Community Advisory Board" or "Indigenous CAB" is the local organizing committee responsible for setting direction for addressing homelessness in the Greater Toronto Area using the funding administered by the Indigenous CE and, for the purposes of this MOU, the funding as described in Section 4.

"Indigenous Community Entity" or "Indigenous CE" means the Aboriginal Labour Force Development Circle, or its successor as determined by Employment and Social Development Canada per the directives of Reaching Home under the Indigenous Homelessness stream.

"Investment Plan" means the documented priorities and annual allocations

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determined by the Indigenous CE and Indigenous CAB under this Funding Stream to guide the administration of the Funding Stream, as described in Section 6.

"Mainstream Community Advisory Board" or "Mainstream CAB" means the Toronto Alliance to End Homelessness, or its successor as determined by SSHA, and is the local organizing committee responsible for setting direction for addressing homelessness in Toronto using the program funding administered by SSHA under Reaching Home, excluding the funding dedicated to this Funding Stream.

### **2. Purpose**

- 2.1. SSHA has committed to dedicating 20% of Grants Program Funding to Indigenous-led organizations through an Indigenous Funding Stream to ensure that leadership for decision-making on housing and homelessness priorities and grants funding allocations rests with local Indigenous communities. This commitment is aligned with the City of Toronto's Statement of Commitments, specifically to work with Indigenous partners to explore ways to strengthen the capacity of Indigenous organizations and associations to plan, lead and deliver initiatives for local Indigenous communities.
- 2.2. The purpose of this MOU is to establish the terms and conditions, and roles and responsibilities related to the administration of the Funding Stream.
- 2.3. This Funding Stream and the MOU are not intended to disadvantage Indigenous-led organizations from applying for funding through other SSHA application processes.
- 2.4. The Funding Stream contributes to the overarching goals of the housing and homelessness sector in Toronto and is not intended to disrupt any current relationships between SSHA and Indigenous-led organizations or any relationships between organizations. Programs, such as Streets to Homes, and sectors, such as the drop-in sector, will continue to operate as programs and sectors and cross-stream collaboration will be encouraged and formalized, where possible.

### **3. Term of MOU**

- 3.1. This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until March 31, 2029. This MOU may be terminated, without cause, by any party upon 30 days written notice to the other parties.
- 3.2. To ensure continuity of working relationships between the Parties, this MOU will be reviewed, modified or amended by written agreement between the

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Parties on an annual basis.

- 3.3. If any provision of this MOU becomes invalid, illegal or unenforceable, such provision will be severed from this MOU and the validity, legality and enforceability of the remaining provisions of this MOU will not in any way be affected or impaired.

### 4. Funding

- 4.1. SSHA has entered into a Contribution Agreement with Her Majesty the Queen in Right of Canada ("Canada") under the program Reaching Home: Canada's Homelessness Strategy ("RH"). Under RH, financial assistance may be provided to support the costs of activities designed to reduce and prevent homelessness that are to be undertaken within the framework of the RH Community Plan 2019-2024 that will be developed by the City and approved by Employment and Social Development Canada. RH allows 15% administration expenses.
- 4.2. The Minister of Housing ("MOH") has established the Community Homelessness Prevention Initiative ("CHPI") to prevent and end homelessness in Ontario by improving access to adequate, suitable, and affordable housing and homelessness services for people experiencing homelessness and for people at-risk of homelessness. The City has entered into a Service Agreement with Her Majesty the Queen in Right of Ontario ("Ontario") to receive CHPI funding. A portion of CHPI funding is Grants Program Funding. CHPI allows 15% administration expenses.
- 4.3. The City has entered into an Ontario Transfer Payment Agreement with Ontario, under a program known as Home for Good ("HFG"). The HFG program aims to assist people who are homeless to secure and maintain housing with the appropriate supports. The program is targeted specifically at those who are chronically homeless, homeless youth, Indigenous people who are homeless, and/or people leaving institutional care into homelessness. HFG allows 10% administration expenses.
- 4.4. The City has created a Homeless Initiatives Fund ("HIF") to address housing and homelessness in Toronto, including the provision of financial assistance to support the costs of activities that are undertaken under the HIF. HIF does not include administration expenses.
- 4.5. City Council authorized the GM of SSHA to enter into agreements to deliver projects in line with the terms and conditions of the RH Contribution Agreement, the CHPI Service Agreement, the HFG Transfer Agreement, and the HIF.

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- 4.6. Grants Program Funding under the RH, the CHPI, the HFG, and the HIF is applicable for the Funding Stream as described in this MOU.
- 4.7. SSHA will dedicate 20% of Grants Program Funding as it becomes available to the Funding Stream.
- 4.8. If, during the term of the MOU, any Applicable Funder reduces or stops funding SSHA, the overall envelope of available funding will decrease and project funding under this Funding Stream may need to be reduced. In the event funding must be decreased, SSHA will work with the Indigenous CE and the Indigenous CAB to determine options to manage the decrease, which may include terminating projects.
- 4.9. Before the annual allocation for the Funding Stream is finalized each year, SSHA will provide the Indigenous CE and the Indigenous CAB an explanation of the methodology SSHA used to determine the amount, including funding sources and excluded funding.

### **5. Roles**

- 5.1. SSHA is the City of Toronto Community Entity as designated by Canada for the purposes of the Designated Communities Funding Stream under Reaching Home. SSHA is also the Service Manager for housing and homelessness services as designated by Ontario.
- 5.2. As the Community Entity and Service Manager, SSHA will manage the funding relationship with the Applicable Funder for funds administered under this Funding Stream.
- 5.3. The Indigenous CE is the Community Entity as designated by Canada for the purposes of the Indigenous Homelessness Funding Stream under Reaching Home.
- 5.4. SSHA and the Indigenous CE collaborate cross-stream in recognition of shared goals and objectives for investments in Indigenous housing and homelessness in the City of Toronto. SSHA and the Indigenous CE will share administration of the Funding Stream, as outlined in this MOU.
- 5.5. The Indigenous CE and Indigenous CAB are responsible for setting direction for addressing homelessness in the community using the funding administered by the Indigenous CE and, for the purposes of this MOU, the funding as described in Section 4.
- 5.6. Any portion of the Funding Stream may be administered directly by the Indigenous CE. The Indigenous CE and the Indigenous CAB will determine the amount of funding to be managed by the Indigenous CE.

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- 5.7. For the purposes of this MOU, for any funding sub-contracted to the Indigenous CE to administer, the Indigenous CE will assume the roles and responsibilities of an Indigenous-led organization in its relationship with SSHA. The related roles and responsibilities will be defined in a Funding Agreement between SSHA and the Indigenous CE.
- 5.8. The City's Mainstream CAB will not be involved in the administration of this Funding Stream.

### **6. Responsibilities**

#### **6.1. Priority Setting**

- 6.1.1. SSHA will engage the Indigenous CE and the Indigenous CAB in priority setting including the development of an annual Investment Plan for the Funding Stream, in line with the RH Directives, CHPI Guidelines, HFG Guidelines and City of Toronto Grants Policy.
- 6.1.2. Priority setting will be led by the Indigenous CE and the Indigenous CAB. SSHA may provide tools and supports to facilitate this priority setting if requested; for example, Investment Plan templates and facilitation and note-taking for planning activities.
- 6.1.3. The Indigenous CE and Indigenous CAB will approve the Investment Plan on an annual basis.
- 6.1.4. SSHA will provide information on eligible and ineligible activities during the priority setting process.
- 6.1.5. Unallocated funding means funding that is not allocated to projects at the beginning of each fiscal year. Funding cannot be carried between fiscal years. To ensure full allocation of funds annually, if a portion of the Funding Stream is not allocated to projects, the Indigenous CE and Indigenous CAB will decide how and when to allocate these uncommitted funds; for example, capacity building projects (small capital and acquisitions, organizational development, strategic development), one-time pilot projects or allocation to mainstream projects.
- 6.1.6. From time to time, organizations do not spend all funding allocated to approved projects; for example, due to staff gapping. As underspending on individual projects is identified, the Indigenous CE and Indigenous CAB will work with SSHA on re-allocating available funding in line with the Investment Plan.

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### **6.2. Funding Application**

- 6.2.1. SSHA will develop the funding application in collaboration with the Indigenous CE and Indigenous CAB in line with the priorities established in the Investment Plan.
- 6.2.2. The Indigenous CE and Indigenous CAB will review and approve the funding application.
- 6.2.3. SSHA will release the funding application and administer the application process.
- 6.2.4. The Indigenous CE will attend SSHA information sessions on funding applications. Members of the Indigenous CAB may attend.
- 6.2.5. SSHA, the Indigenous CE, and other representatives deemed appropriate by the Indigenous CE, will evaluate the funding proposals, including a review of eligibility for funding based on the requirements of all Applicable Funders, and recommend allocations for approval by the Indigenous CAB.
- 6.2.6. SSHA and the Indigenous CE will jointly communicate the results of the funding application process to the successful Indigenous-led organizations following Indigenous CAB approval.

### **6.3. Agreements**

- 6.3.1. SSHA will develop the funding agreements.
- 6.3.2. SSHA will enter into agreements directly with Indigenous-led organizations as recommended by the Indigenous CAB.

### **6.4. Payments**

- 6.4.1. SSHA will make payments directly to funded Indigenous-led organizations and will manage year-end reconciliation.
- 6.4.2. Reconciliation involves identifying surplus funds, or project underspending, and managing the return of these surplus funds to the City. SSHA will report to the Indigenous CE and the Indigenous CAB on the reconciliation process.

### **6.5. Reporting**

- 6.5.1. Funded Indigenous-led organizations will report directly to SSHA according to each funding agreement (currently on a semi-annual

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basis).

- 6.5.2. SSHA will provide reporting to the Indigenous CE and the Indigenous CAB in a form and on a schedule as agreed upon by all parties.
- 6.5.3. SSHA will report the project results to the Applicable Funder.
- 6.5.4. SSHA will work with the Indigenous CE and Indigenous CAB to develop a process to manage late reporting by funded Indigenous-led organizations to ensure the reporting deadlines of any Applicable Funder are met.
- 6.5.5. From time to time SSHA receives requests for information on funded projects and funding priorities, for example, from any Applicable Funder, City Councillors, the media, other City Divisions and the public. The Indigenous CE and Indigenous CAB will support SSHA in responding to these requests for information, as required.

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### 6.6. Monitoring

- 6.6.1. SSHA will assign a Lead Staff (e.g., Agency Review Officer, Housing Consultant, Street Outreach Programs Officer) to each project under this Funding Stream who will act as the key point of contact between SSHA and funded Indigenous-led organizations.
- 6.6.2. The Lead Staff will undertake regular monitoring activities in accordance with the terms and conditions of the funding agreement.
- 6.6.3. From time to time, projects experience difficulty. Projects may be identified as being in difficulty for various reasons including not meeting targeted outcomes, issues with financial compliance, rapid unanticipated changes in senior management, high staff turnover, etc. For this Funding Stream, SSHA, the Indigenous CE and the Indigenous CAB will develop a process for supporting funded Indigenous-led organizations and resolving issues related to projects in difficulty.

### 7. General

- 7.1. **Counterparts Provision** – This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or emailed (pdf) form and the Parties adopt any signatures received by email as original signatures of the Parties; provided, however, that any Party providing its signature in such manner shall promptly forward to the other Party an original of the signed copy of this agreement which was so emailed.

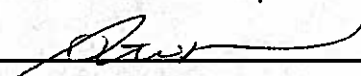


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8. IN WITNESS WHEREOF the Parties have caused this MOU to be executed by their duly authorized officers as of the last date of signature below.

Signature:  Date: Oct 31/19

Mary-Anne Bédard, General Manager  
Shelter, Support and Housing Administration, City of Toronto

Signature:  Date: Oct. 28 2019

Steve Williams, Chairperson  
Aboriginal Labour Force Development Circle (ALFDC)

Signature:  Date: Oct 28, 2019

Steve Teekens, Chairperson  
Toronto Indigenous Community Advisory Board (CAB)

