

**THE CORPORATION OF THE CITY OF PETERBOROUGH**

**BY-LAW NUMBER 03-135**

**BEING A BY-LAW TO AUTHORIZE AN AGREEMENT WITH THE BROCK MISSION TO PROVIDE A HOUSING SUPPORT PROGRAM TO THE RESIDENTS OF KINGDAN AND CAMERON HOUSE**

THE CORPORATION OF THE CITY OF PETERBOROUGH BY THE COUNCIL  
HEREOF HEREBY ENACTS AS FOLLOWS:

1. That the Mayor and the Clerk be and they are hereby authorized to execute an Agreement between The Corporation of the City of Peterborough and Brock Mission in the form attached hereto as Schedule "A", and to affix the seal of the Corporation thereto.

By-law read a first and second time this 14<sup>th</sup> day of July, 2003

By-law read a third time and finally passed this 14<sup>th</sup> day of July, 2003

(Sgd.) Sylvia Sutherland, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

**A G R E E M E N T** made this 30<sup>th</sup> day of June, 2003.

**B E T W E E N :**

**THE CORPORATION OF THE CITY OF PETERBOROUGH**

hereinafter called the “City”

OF THE FIRST PART

- and -

**BROCK STREET MISSION**

hereinafter called the “Manager”

OF THE SECOND PART

WHEREAS the Manager administers housing support program to provide housing support to people who are homeless, or at risk of homelessness;

AND WHEREAS, under the *Provincial Redirection Fund* (Ontario), hereinafter called “Redirection Fund”, the City, as the Consolidated Municipal Service Manager, wishes to enter into this agreement with the Manager to provide funding for the housing support program, in accordance with the mandate of the Redirection Fund;

NOW THEREFORE the parties hereto mutually covenant and agree as follows:

1. The Manager shall administer the housing support program in accordance with the approved Community Plan of the City.
2. This agreement shall be in force from the 1<sup>st</sup> day of January, 2003, until the 31<sup>st</sup> day of December, 2003, or upon the Manager ceasing to meet the requirements of this agreement in respect of the housing support program.
3. Notwithstanding paragraph 2, the City may terminate this agreement forthwith in the event that the Manager makes an assignment in bankruptcy, or if a Receiver is appointed by the creditors of the Manager.
4. The City shall provide to the Manager funding for the housing support program in the amount of Twenty Eight Thousand, One Hundred and Seventy Five Dollars (\$28,175.00) from Redirection funding.
5. The Manager shall make available to the City such detailed records or information relating to this agreement as may be deemed necessary by the City from time to time, and shall provide to the City, on or before the fifth business day of each month, a full report of the moneys disbursed and the number of clients served.

6. In addition, the Manager shall provide to the City an annual financial statement, which contains a revenue line reflecting the funds received from the City of Peterborough. If the Manager receives funding from the City under more than one program, the statement shall provide a breakdown of the funds received from the City of Peterborough in the financial statement notes. The financial statement shall be submitted no latter than ninety (90) days after the Manager’s fiscal year end, and, in the event that funding from the City during the year is in excess of Twenty Thousand Dollars (\$20,000), the financial statements shall have been audited.

7. The Manager shall indemnify and save the City harmless from any and all actions, claims, demands, expenses or costs made or brought against the City by any person or persons in respect of damages caused by any act or omission of the Manager, or any of its employees or agents, in the administration of the housing support program pursuant to this agreement.

8. The Manager agrees to acknowledge sponsorship by the Social Services Department of the City in promotional materials, promotional presentations and client service encounters.

9. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals.

SIGNED, SEALED AND DELIVERED	)	THE CORPORATION OF THE
in the presence of:	)	CITY OF PETERBOROUGH
	)	
	)	_____
	)	Sylvia Sutherland, Mayor
	)	
	)	_____
	)	Nancy Wright-Laking, Clerk
	)	
	)	HOUSING RESOURCE CENTRE
	)	
	)	_____
	)	Name:
	)	Office
	)	
	)	_____
	)	Name:
	)	Office