

THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 04-109

BEING A BY-LAW TO ENTER INTO AN AGREEMENT WITH HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO (AS REPRESENTED BY THE MINISTER OF MUNICIPAL AFFAIRS AND HOUSING) TO DELIVER A RENT BANK PROGRAM

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

1. That the Mayor and Clerk be authorized to execute an agreement between the Corporation of the City of Peterborough and Her Majesty the Queen in Right of Ontario (as represented by the Minister of Municipal Affairs and Housing) in the form attached hereby as Schedule "A", and to affix the Seal of the Corporation thereto.

By-law read a first and second time this 21st day of June, 2004

By-law read a third time and finally passed this 21st day of June, 2004

(Sgd.) Sylvia Sutherland, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

Schedule A

AGREEMENT BETWEEN :

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the **Minister of Municipal Affairs and Housing**
(the "**Ministry**")

- and -

The City of Peterborough (the "**Recipient**")

WHEREAS the Ministry has, further to its March 29,2004 letter to the Recipient and the Recipient's sign back of that letter to the Ministry, provided Grant Funds to the Recipient to assist the Recipient with creating or expanding (**insert applicable**) its local rent bank program ("Project");

AND WHEREAS the Recipient has placed the Grant Funds in an interest bearing account pending the Ministry's authorizing the Recipient to use the funds for the Project;

THEREFORE, the parties are entering into this Agreement:

1.0 Term of the Agreement

1.1 The Agreement shall commence on **[insert last signed date]** .

2.0 Grant Funds

2.0 The Ministry has provided \$ **[insert amount]** of Grant Funds to the Recipient which are being held by the Recipient in an interest bearing account pending the Ministry authorizing the Recipient to use the Funds for the purposes of the Project.

2.1 Despite section 2.1 the Ministry, in its sole discretion, may require the Recipient to repay some or all of the Grant Funding based upon the Ministry's assessment of the current years' final audited statement provided to the Ministry pursuant to Section 10.0 and Schedule B of this Agreement.

3.0 Use of Funds by Recipient

3.1 The Recipient must provide the Ministry on or before March 31, 2005, with proof that the Recipient's Council, Board or other appropriate body has given the Recipient approval for the Project.

- 3.2** Upon the Ministry's receipt of proof of the approval and the parties' execution of this Agreement, the Ministry shall authorize the Recipient to use the Funds for the Project.
- 3.3** The Recipient, upon Ministry authorization, shall use the Grant Funds in accordance with the following rules:
- (1) up to a maximum of 10% of the Grant Funds are to be used for the Project's administrative costs;
 - (2) the remainder of the Grant Funds are to be used to provide assistance for tenants under the Project as follows:
 - (a) payments of Grant Funds for tenants will be based on an application process to be used by tenants to apply for Grant Funds;
 - (b) the rules for the application process are to be set locally;
 - (c) the Recipient must evaluate each tenant application for Grant Funds on an individual basis;
 - (d) the Recipient must take into account tenants' needs and the potential for long-term housing before considering a tenant's application for Grant Funds;
 - (e) the Grant Funds can only be used for payment of rent arrears;
 - (f) the maximum amount of the Grant Funds for tenants is two months of rent arrears;
 - (g) Grant Funds for a tenant can only be received once every two years; and
 - (h) the Recipient shall ensure that the Grant Funds payable for successful tenant applicants are paid to the tenant's landlord and not to the tenant.
- 3.4** Where the Recipient, in accordance with its local rent bank rules, provides the Grant Funds as a loan rather than as a grant, it shall use moneys that are paid back to it after December 31, 2006, for the Project but may do so either in accordance with the rules under 3.3 of this Agreement or in accordance with its local rent bank rules.
- 3.5** The Recipient shall also use the Grant Funds in accordance with its locally established rent bank rules.
- 3.6** Where the Recipient's local rent bank rules conflict with the rules set out in Section 3.3, the Rules in Section 3.3 govern with respect to the use of Grant Funds under this Agreement.
- 3.7** The recipient shall provide the Ministry with a Project description in accordance with Schedule "A" of this Agreement.
- 3.8** Where the Recipient does not have a rent bank on the date this Agreement is entered into, the Recipient shall establish a rent bank within

twelve (12) months of Council, Board or other appropriate approval and shall comply with this Agreement.

3.9 The Recipient shall carry out the Project in accordance with this Agreement, the project description and forecasted funding allocation set out in Schedule "A" and with the accounting and reporting requirements set out in Schedule "B".

4.0 Recipient Warrants

4.1 The Recipient warrants that it shall carry out the Project in compliance with all federal, provincial or municipal laws or regulations, or any orders, rules or by-laws related to any aspect of the Project.

5.0 Interest

5.1 The Recipient shall, at the request of the Ministry, account to the Ministry on the interest earned on the Grant Funds placed by the Recipient in the interest bearing account to the date of the request.

5.2 After authorization by the Ministry to use the Funds in the account for the Project, all interest earned on the Grant Funds is to be used by the Recipient for the Project in accordance with Section 3.

6.0 Conflict of Interest

6.1 The Recipient shall ensure that the Project is carried out without a conflict of interest by any person associated with the Project in whatever capacity and the Recipient shall disclose to the Ministry without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

6.2 For these purposes, a conflict of interest includes a situation in which a person associated with the Project or any member of his or her family is able to benefit financially from his or her involvement in the Project. Nothing in this section shall prevent the Recipient if it so chooses from reimbursing its volunteers for their reasonable out of pocket expenses incurred in connection with the Project.

7.0 Limitation of Liability

7.1 The Ministry, its officers, employees and agents shall not be liable for any incidental, indirect, special or consequential damages or injury of the Recipient arising out of or in any way related to the Project or this Agreement.

8.0 Indemnity

- 8.1** The Recipient shall indemnify the Ministry, its officers, employees and agents from and against all costs incurred as a result of a claim or proceeding related to the Project, unless it was caused by the negligence or wilful act of an employee of the Ministry.

9.0 Communication Protocol

- 9.1** The Recipient shall coordinate all communications activities, including media releases, relating to the Project jointly with the Ministry.

10.0 Reports

- 10.1** The Recipient shall submit to the Ministry:
- (a) reports as set out in Schedule "B",
 - (b) such other reports as the Ministry may require from time to time; and
 - (c) a final audited financial statement to the Ministry within the time period stipulated by the Ministry.
- 10.2** The Ministry will review the Project after December 31, 2006 to determine if and/or how the Ministry should continue to support the Recipients' local rent bank activities.

11.0 Termination by Ministry

- 11.1** Where the Recipient breaches a term of the Agreement and the Ministry, in its sole discretion, considers the nature of the breach to be such that it cannot be remedied, the Ministry may, without liability, cost or penalty, and without prejudice to any other rights or remedies of the Ministry under this Agreement or at law or in equity, terminate this Agreement upon giving at least 30 days notice to the Recipient.
- 11.2** Where the Recipient breaches a term of the Agreement and the Ministry, in its sole discretion, considers the nature of the breach to be such that it can be remedied and that it is appropriate to allow the Recipient the opportunity to remedy the breach, the Ministry may give the Recipient an opportunity, as determined by the Ministry, to remedy the breach.
- 11.3** If the Ministry has provided the Recipient with an opportunity to remedy the breach, and
- (1) the Recipient does not remedy the breach as determined by the Ministry; or
 - (2) it becomes apparent to the Ministry that the Recipient cannot completely remedy the breach as determined by the Ministry; or
 - (3) the Recipient is not proceeding to remedy the breach in a way that is satisfactory to the Ministry;

the Ministry shall have the right to immediately terminate this Agreement by giving notice of termination to the Recipient.

- 11.4** In the event of termination pursuant to this section, the effective date of termination shall be the last day of the notice period, the last day of any subsequent notice period or immediately, whichever ever applies.

12.0 Grant Funding Upon Termination

- 12.1** If this Agreement is terminated by the Ministry, the Ministry shall demand the repayment of any Grant Funds remaining in the possession or under control of the Recipient.

- 12.2** If the recipient uses the Funds for purposes other than the Project, the Ministry may demand the payment of funds equal to those already used by the Recipient.

- 12.3** If the Ministry demands the repayment of, or funds equal to, any part of the Grant Funds the amount demanded shall be deemed to be a debt due and owing to the Ministry and the Recipient shall pay the amount to the Ministry immediately unless the Ministry directs otherwise.

- 12.4** The Ministry reserves the right to demand interest on any amount owing by the Recipient at the then current rate charged by the Province of Ontario on accounts receivable.

13.0 Notices

- 13.1** Any notice or communication required to be given under this Agreement shall be in writing and shall be delivered personally, delivered by courier or sent by certified or registered mail, postage prepaid with return receipt requested, or sent by facsimile addressed to the other party at the address provided below or at such other address as either party shall later designate to the other in writing. All notices or communications shall be addressed as follows:

To the Ministry:

Ministry of Municipal Affairs and Housing
777 Bay Street
Toronto ON, M5G 2E5

Attention: Director, Market Housing
Branch

Fax: (416) 585-7607

Telephone: (416) 585-6400

To the Recipient:

The City of Peterborough
500 George Street North
Peterborough, ON, K9H 3R9

Attention: Housing Administrator

Fax: (705) 742-5218

Telephone: (705) 742-7777, ext. 1843

13.2 All notices shall be effective:

- (1) at the time the delivery is made when the notice is delivered personally, by courier or by fax; and
- (2) seventy-two (72) hours after deposit in the mail when the notice is sent by certified, registered or postage prepaid mail.

14.0 Severability of Provisions

14.1 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and any invalid or unenforceable provision shall be deemed to be severed.

15.0 Waiver

15.1 A waiver of any failure to comply with any term of this Agreement must be written and signed by the party providing the waiver. Each waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

16.0 Assignment of Agreement

16.1 The Recipient shall not assign this Agreement or any part thereof without the prior written consent of the Ministry.

17.0 Governing Law

17.1 This Agreement and the rights, obligations and relations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario.

18.0 Circumstances Beyond the Control of Either Party

18.1 Neither party shall be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the parties including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against.

19.0 Survival

19.1 The provisions in sections 7.0 (Limitation of Liability), 8.0 (Indemnity), 10.0 (Reports), 11.0 (Termination by Ministry) and 12.0 Grant Funding upon Termination) shall survive termination or expiry of this Agreement for a period of seven (7) years from the date of termination of this Agreement.

20.0 Schedules

The following are the schedules attached to and forming part of this Agreement.

- (1) Schedule "A", Project Description and Forecasted Funding Allocation
- (2) Schedule "B", Accounting and Reporting Requirements

21.0 Entire Agreement

21.1 This Agreement together with the attached Schedules constitutes the entire Agreement between the parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and Agreements.

21.2 This Agreement may only be modified by a written Agreement duly executed by the parties.

IN WITNESS WHEREOF the parties have executed this Agreement as of the last signed date below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Municipal Affairs and Housing

Per: duly authorized under delegation

[enter position of signee]

Date

[Legal Name of Recipient]

per:

Name:

Position:

I have authority to bind the **City of Peterborough**

Witness

Print Witness Name

Date

Schedule “A” – Project Description

Attached to and forming part of the Agreement between the Ministry of Municipal Affairs and Housing and **The City of Peterborough** dated the ___ day of _____ 2004.

The Recipient shall provide a detailed description of the Project objectives.

Schedule "B" – Accounting and Reporting Requirements

Attached to and forming part of the Agreement between the Ministry of Municipal Affairs and Housing and **The City of Peterborough** dated the _____ day of _____ 2004

In completing the Project, the Recipient:

- a) shall conduct itself in accordance with all applicable laws;
- b) shall keep and maintain all financial records, invoices and other financially-related documents relating to the Grant Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records and keep them available for review by the Ministry for a period of seven (7) years from the date of the expiry or termination of this Agreement;
- c) shall maintain all non-financial documents and records relating to the Ministry Funding or otherwise to the Project, including any records it receives about the people it serves, in a confidential manner consistent with all applicable law; and
- d) hereby authorizes the Ministry, upon twenty-four (24) hours' notice and during normal business hours, to enter upon the Recipient's premises to review the status and manner of operation of the Project and to inspect and copy any financial records, invoices and other financially-related documents, and subject to consent by the person it serves, non-financial records and documents, in the possession or under the control of the Recipient which relate to the Grant Funds or otherwise to the Project.

The Ministry's right of inspection in this Agreement includes the right to perform a full or partial audit.

The Recipient shall prepare and submit to the Ministry an annual report on its use of the Grant Funds under this Agreement to the Ministry within thirteen (13) months after the establishment of its rent bank, that is based on the first twelve (12) month period of operation and every year thereafter which shall include:

- a) the number of families/individuals assisted and follow-up report on clients' housing stability at six (6) and twelve (12) month intervals;
- b) a breakdown of the income sources of those families/individuals assisted;
- c) the total dollar amount spent on assistance, in total and per client;
- d) the amount of money paid back to the local rent bank if applicable;

- e) the year end balance in the local rent bank;
- f) administrative costs as a percentage of total cost incurred;
- g) an audited statement which account for project revenue and expenditures, including in-kind goods and services; and
- h) name of the party administering the rent bank if not the Recipient.

The Recipient shall ensure that all reports are in a form satisfactory to the Ministry and are signed on behalf of the Recipient by a person authorized to sign them.