

THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 04-203

BEING A BY-LAW TO AUTHORIZE AN AGREEMENT WITH THE BROCK MISSION TO PROVIDE START UP FUNDING FOR THE WARMING ROOM PROJECT AND TO OFFSET OPERATING DEFICIT COSTS FOR THE FAMILY SHELTER PROGRAM

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 22nd day of November, 2004

By-law read a third time and finally passed this 22nd day of November, 2004

(Sgd.) Sylvia Sutherland, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

SCHEDULE "A"

A G R E E M E N T made this XX day of XXX, 2004

B E T W E E N :

THE CORPORATION OF THE CITY OF PETERBOROUGH

hereinafter called the "City"

OF THE FIRST PART

- and -

BROCK MISSION

OF THE SECOND PART

WHEREAS the Brock Mission manages the Warming Room Project and Rotary House Family Shelter

AND WHEREAS, under the Provincial Homelessness Initiative Fund (Ontario), hereinafter called PHIF, the City, as the Consolidated Municipal Service Manager, wishes to enter into this agreement with the Brock Mission to provide start up funding for the Warming Room Project and to offset operating deficit in the Rotary House Family Shelter;

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

1. The Brock Mission shall manage the Warming Room Project. Ongoing funding for the Warming Room Project is provided under a hostel agreement, however the start up funds for the program, to include the first five months of operation and an initial staffing increase are being covered under PHIF.
2. This agreement shall be in force from the the 1st day of December ,2004 until the 31st day of March, 2005 or upon Brock Mission ceasing to meet the requirements of this agreement in respect of the Warming Room Project or the Rotary House Family Shelter.
3. Notwithstanding paragraph 2, the City may terminate this agreement forthwith in the event that Brock Mission makes an assignment in bankruptcy, or if a Receiver is appointed by the creditors of the Manager.
4. The City shall provide to the Brock Mission funding for the Warming Room project start up costs in the amount of ninety-seven thousand dollars (\$97,000.00). In

addition funding of fifty-two thousand dollars (\$52,000) shall be provided by the City to Brock Mission to offset the operating deficit of the Rotary House Family Shelter program. If the operating deficit is less than \$52,000 the balance is to be returned to the City within 90 days of the closure of the program.

5. Brock Mission 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 a full report of the moneys disbursed and service specific data

6. In addition, Brock Mission shall provide to the City an annual financial statement, which contains a revenue line reflecting the funds received from the City of Peterborough. If Brock Mission 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 Brock Mission'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. Brock Mission 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 Brock Mission, or any of its employees or agents, in the administration of the Warming Room Project or the Rotary House Family Shelter pursuant to this agreement.

8. Brock Mission 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
_____)
_____) BROCK MISSION
_____) _____
_____) Name:
_____) Office
_____) _____
_____) Name:
_____) Office