

THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 06-177

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF PETERBOROUGH AND COMMUNITY COUNSELLING RESOURCE CENTRE (EMERGENCY ENERGY FUND)

NOW THEREFORE, THE CORPORATION OF THE CITY OF PETERBOROUGH, by the Council thereof hereby enacts as follows:

1. That the Mayor and Clerk be hereby authorized to execute an agreement with Community Counselling Resource Centre, hereby attached as Schedule "A", and to affix the Seal of the Corporation thereto.

By-law read a first and second and third time this 23rd day of October, 2006

(Sgd.) Sylvia Sutherland, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

SCHEDULE "A"

Emergency Energy Fund

THIS AGREEMENT made in triplicate this ____ day of _____, 2006

B E T W E E N:

THE CORPORATION OF THE CITY OF PETERBOROUGH
(the "City")

- AND -

COMMUNITY COUNSELLING AND RESOURCE CENTRE
("CCRC ")

WHEREAS CCRC administers the Emergency Energy assistance to residents of the City and County of Peterborough;

AND WHEREAS under the Emergency Energy Fund (Ontario), the City, as the Consolidated Municipal Service Manager, desires to enter into this agreement with CCRC to provide funding for the Emergency Energy Fund in accordance with the mandate of, and funding provided by, the Ministry of Community and Social Services (the "Ministry") and the terms and conditions of this Agreement;

NOW THEREFORE, the parties hereto mutually covenant and agree as following:

1.0 Application of Service Description Schedule

1.1 CCRC shall administer the Emergency Energy Fund in accordance with the Service Description Schedule, attached to and forming part of this agreement as Schedule "A".

2.0 Term and Funding

2.1 The term of this agreement shall be from October 1st 2006 until March 31, 2009 or upon CCRC ceasing to meet the requirements of this agreement in respect of the Emergency Energy Fund. This agreement may be renewed for additional terms with the written agreement of the parties.

2.2 The City shall provide Emergency Energy Funds to CCRC in the amount of:

- a. \$35,343.00 for the period October 1st, 2006 until March 31st, 2007;
- b. Such sums, as annually provided to the City by the Ministry, for the Emergency Energy Fund program for the period October 1st, 2007 until March 31st, 2008; and
- c. Such sums, as annually provided to the City by the Ministry, for the Emergency Energy Fund program for the period October 1st, 2008 until March 31st, 2009.

2.3 CCRC acknowledges and agrees that the City's ability and requirement to provide Emergency Energy Funds is contingent upon the City receiving annual funds from the Ministry for this program. For greater clarity, in the event the City does not receive Emergency Energy Funds from the Ministry, CCRC acknowledges and agrees that the City is under no obligation to provide any funds to CCRC under this agreement.

3.0 **Record Inspection and Financial Statements**

3.1 CCRC 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 fifteenth (15th) day of each month, a full report of the moneys disbursed and services specific data. Service specific data requirements are outlined in the attached Service Description Schedule "A".

3.2 In addition, the CCRC shall provide to the City with an annual audited financial statement, which contains a revenue line reflecting the funds received from the City of Peterborough under this Agreement. Furthermore, if CCRC receives funding from the City under more than one agreement or program, the audited financial statement shall provide a breakdown of the funds received from the City of Peterborough in the financial statement notes. The financial statement shall, in each year of the Term, be submitted not later than ninety (90) days after CCRC's fiscal year end.

3.3 CCRC shall have available for inspection by the Director of Social Services, or designate, such records as may reasonably be required, to verify that CCRC has complied with the terms and conditions of this Agreement.

4.0 **City's Right to Conduct Annual Review**

4.1 The City reserves the right, in addition to the monthly monitoring, to conduct an annual review to ensure that CCRC is complying with the legislation, regulations and standards of the Ontario Works Program and City requirements.

5.0 **Observance of the Law**

5.1 CCRC covenants and agrees that it will take any and all action and will do and provide the Services herein required to be provided in compliance with any law, the order of any board, or court of competent jurisdiction, rule, regulation, or requirement of the Canadian Government, of the Government of the Province of Ontario, or of any competent local Government, board, commission, department, or officer.

5.2 CCRC hereby indemnifies and holds harmless the City from any and all claims, payments, injury, or loss and for any and all legal costs (including fees and disbursements) or administrative costs incurred by the City relating to any failure of the Emergency Energy Fund, its employees, agents, or contractors to comply with any and all provisions of any law, the order of any board of court of competent jurisdiction, rule, regulation, or required of the Canadian Government, or the Government of the Province of Ontario, or of any competent local Government, board, commission, department, or officer.

5.3 CCRC shall obtain and maintain current and in force, any and all necessary licenses, permits, and approvals required to provide the services pursuant to this Agreement.

6.0 Indemnification

6.1 CCRC agrees to indemnify and to save harmless the City, its officers, employees and agents from and against all costs, claims, demands, suits, actions and judgments made, brought or recovered against the City, its officers, employees and agents resulting from any negligent act or omission by CCRC in connection with the provisions of services pursuant to this Agreement.

7.0 Insurance

7.1 CCRC shall ensure that all insurance coverage including all the provisions relating to insurance coverage set out in this section are in place prior to CCRC commencing the provision of these Services.

7.2 All such insurance policies shall stay in force and not be amended, cancelled or allowed to lapse, without thirty (30) days prior notice to the City.

7.3 CCRC further covenants and agrees to indemnify and save harmless the City from and against all claims, actions, damages, and demands and costs arising in any matter whatsoever out of, or in conjunction with the service provided under this Agreement.

8.0 Confidentiality

8.1 All gathering and disclosure of information related to the Emergency Energy Fund support shall be in accordance with the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) and all applicable Federal and Provincial legislation and regulations.

8.2 CCRC agrees to:

- a. Recognize the dignity and worth of every participant and provide for equal rights and opportunities without harassment or discrimination;
- b. Have a workplace harassment and discrimination policy or an effective, efficient process for identifying and resolving harassment and discrimination issues; and
- c. Have an Accommodation Policy in accordance with the Ontario Human Rights Code (the "Code").

8.3 CCRC agrees to meet with the City staff, prior to the commencement of this Agreement, to fully discuss all matters of confidentiality.

8.4 CCRC shall not use, at any time during the term of this Agreement, or thereafter, any of the information acquired by the CCRC during the course of carrying out the services provided herein for any purpose other than the purposes authorized in writing by the Director of Social Services, or designate.

8.5 Failure to comply with any provision in Article 8 may result in the immediate termination of this Agreement, in accordance with Article 11.3.

9.0 **Occupational Health and Safety**

9.1 CCRC agrees to ensure that it complies with all applicable Federal and Provincial occupational health and safety legislation, regulations, and any other relevant standards.

10.0 **Conflict Resolution**

10.1 In the event any dispute or conflict arises concerning the interpretation of the terms and conditions of this Agreement, or concerning the delivery of services under this Agreement then the parties agree that the Director of Social Services, or designate, shall have the final and unfettered discretion to act reasonably to settle and resolve such dispute or question of interpretation and that such settlement or resolution shall bind the parties.

10.2 In the event the Director of Social Services, or designate, determines that a dispute or conflict is suitable for mediation, CCRC agrees to attend such mediation at a time mutually convenient to the parties.

11.0 **Termination**

11.1 Either party may at any time, by notice in writing, suspend or terminate this Agreement at any stage on giving sixty (60) days notice in writing. On receipt of such notice, CCRC shall perform no further services other than those reasonably required to complete the service presently in progress as determined by the City; but shall forthwith forward to the City any and all records, files, reports, data, documentation or information in the possession of CCRC relating to the services provided to date.

11.2 Notwithstanding the provisions of this section, where in the opinion of the Director of Social Services, or designate, CCRC is in breach of any of the terms or conditions of this Agreement or of any of the provisions of the Ontario Works Act or Regulations made thereunder and of any program requirements of the City, this Agreement may be terminated forthwith on written notice by the Director of Social Services, or designate.

11.3 Notwithstanding Article 11.2, the Director of Social Services, or designate, shall not terminate the agreement without providing CCRC of written notice of the breach and ten business days thereafter to rectify the said breach.

11.4 Notwithstanding Article 2.1, the Director of Social Services, or designate may terminate this agreement forthwith in the event that CCRC makes an assignment in bankruptcy, or if a Receiver is appointed to carry on the business of CCRC.

12.0 **Miscellaneous**

12.1 All schedules referred to in this Agreement and attached hereto form part of this Agreement; but should there be any conflict between the clauses contained in the schedules attached hereto, and the clauses contained in the body of this Agreement, the intent of the clauses.

Schedule "A"

**Emergency Energy Fund Template
Reporting Requirements by Delivery Agent
for the Periods 1 April 2006 to 31 March 2007;
1 April 2007 to 31 March 2008; and
1 April 2008 to 31 March 2009**

Please use the following template to complete the report back requirements for the Emergency Energy Fund.

The reporting requirements are **due before 1 May in each year of the Term to Nancy Mintz**

CMSM :		
	Description	Reporting Requirement
1	Number of Households Assisted, Total	#
2	Number of Households Assisted, by Type	OW - # ODSP - # Low-income - #
3	Total Expenditures, Administration	\$
4	Total Expenditures, by Program	OW - \$ ODSP - \$ Low-income - \$
5	Average Dollar Amount per Household	\$
6	Balance of Fund (if any) as at 31 March 200_	\$

Please submit this template to Abigail Lim by email at Abigail.Lim@css.gov.on.ca

Questions or concerns, please contact Barry Wilson at 905-868-8900, extension 5505