MEMORANDUM

TO: The Mayor & Members of Council
FROM: Nicole Sullivan, Deputy City Clerk
DATE: July 7, 2004
SUBJECT: Appendices to Report No. 04-257 – Strong Communities Rent Supplement Program/Provincial Rent Bank Program/Utility Bank Program

Attached are Appendices “A” through “C” to Report No. 04-257 – Strong Communities Rent Supplement Program/Provincial Rent Bank Program/Utility Bank Program. This is listed on the agenda as Clause (p), Report No. 66 of the Chief Administrative Officer (Consent).

Yours truly,

Nicole Sullivan
Deputy City Clerk

c: Bert Meunier, CAO
Executive Management Team
Carolyn Downs, City Clerk
AGREEMENT BETWEEN:

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

- and -

[Legal Name of Service Manager/DSSAB] (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

2.1 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.

2.2 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;
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 willful 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

(a) the Recipient does not remedy the breach as determined by the Ministry; or

(b) it becomes apparent to the Ministry that the Recipient cannot completely remedy the breach as determined by the Ministry; or

(c) 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 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: To the Recipient:

Ministry of Municipal Affairs and Housing [insert name of Recipient]
777 Bay Street [insert address of Recipient]
Toronto ON, M5G 2E5

Attention: Director, Market Housing Attention: [insert person's name or Branch
position]
Fax: (416) 585-7607 Fax:
Telephone: (416) 585-8400 Telephone:

13.2 All notices shall be effective:

(a) at the time the delivery is made when the notice is delivered personally, by courier or by fax; and

(b) 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.

(a) Schedule “A”, Project Description and Forecasted Funding Allocation

(b) 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 [insert name of recipient]

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 [Insert name of Recipient] 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 [Insert name of Recipient] 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.
AGREEMENT BETWEEN:

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

- and -

[Legal name of Service Manager/DSSAB] (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 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 the ___ day of _______ 200__

2.0 Grant Funds

2.1 The Ministry has provided $121,477 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.

2.2 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) the Recipient, in accordance with the Recipient's local rent bank rules, may provide the Grant Funds as a grant or a loan;
(h) where the Grant Funds are being provided as a grant, the tenant can only receive the Grant Funds once every two years;
(i) where the Grant Funds are being provided as a loan, the Recipient may allow the tenant to repay the loan within less than two years of the date of the tenant's receipt of the loan;
(j) where the tenant has repaid the loan in accordance with (i) above, the Recipient may allow the tenant to reapply for and receive Grant Funds more than once every two years;
(k) 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
(a) the Recipient does not remedy the breach as determined by the Ministry; or
(b) it becomes apparent to the Ministry that the Recipient cannot completely remedy the breach as determined by the Ministry; or
(c) 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, which 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:

Housing Division
Department of Services
City of Kingston – 216 Ontario Street
Kingston, ON K7L 2Z3

Attention: (insert person’s name or position)

Fax: 
Telephone:

13.2 All notices shall be effective:

(a) at the time the delivery is made when the notice is delivered personally, by courier or by fax; and

(b) 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.

(a) Schedule “A”, Project Description

(b) 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

_____________________________________________________

Date

[Legal name of Service Manager/DSSAB]

per:

_____________________________________________________

Name:
Position:
I have authority to bind the
[Legal name of Service Manager/DSSAB]

_____________________________________________________

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 [Legal name of Service Manager/DSSAB] 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 [Legal name of Service Manager/DSSAB] 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.
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, made this day of , 200.

Between:  

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY  
THE MINISTER OF MUNICIPAL AFFAIRS AND HOUSING  
(Hereinafter called the “Minister”)  

- and -  

[INSERT NAME OF SERVICE MANAGER]  
(Hereinafter called the “Service Manager”)  

WHEREAS:  

A. The Minister is responsible for the policies and programs of the Government of Ontario in relation to housing and related matters, pursuant to s. 4(1)(c) of the Ministry of Municipal Affairs and Housing Act, R.S.O. 1990, c. M-30 (“MMAH Act”).  

B. The Minister has the authority under s. 4(2) of the MMAH Act to enter into agreements with any municipality in order to implement housing policies and programs.  

C. The Minister has the authority under s. 4(5)(b) of the MMAH Act to provide financial assistance to assist in the implementation of housing policies and programs.  

D. The municipality has been designated as a Service Manager, pursuant to s. 4 of the Social Housing Reform Act, 2000, S.O. 2000, c. 27 (“SHRA”).  

E. The municipality has the authority under s. 4(3) of the MMAH Act, s. 5 and s. 6 of the SHRA and s. 22 of the Municipal Act, 2001, S.O. 2001, c. 25 to enter into and perform agreements with the Minister to implement housing policies and programs.  

F. The Minister wishes to authorize the Service Manager to administer the Strong Communities Rent Supplement Program and the Strong Communities Special Needs Initiative (“the Programs”) and enable the Service Manager to provide rent-geared-to-income benefits to qualified tenants under the Programs.  

G. The Minister has agreed to provide funding to the Service Manager to enable the Service Manager to administer the Programs and provide rent-geared-to-income benefits to qualified tenants under the Programs.  

H. The Service Manager has agreed to receive funding from the Minister to enable it to administer the Programs and provide rent-geared-to-income benefits to qualified tenants under the Programs.
I. The Service Manager has agreed to be accountable for funding received from the Minister, in accordance with the terms of this Memorandum of Understanding. **NOW THEREFORE** the Minister and the Service Manager agree as follows:

1. **DEFINITIONS**

1.1 Whenever the following words and phrases are used in this Memorandum of Understanding, they shall have the following meanings:

(a) "Guidelines" means the guidelines and forms issued by the Minister for the Programs, from time to time;

(b) "Housing Project" means all or part of the residential accommodation, including facilities used for ancillary purposes, located in one or more buildings used in whole or in part for residential accommodation;

(c) "Owner" means an individual or corporation or private or municipal or co-operative non-profit social housing provider that owns, has a leasehold interest in the lands or manages the Housing Project;

(d) "Programs" means:

   (i) the Strong Communities Rent Supplement Program, which was previously known as the New Tomorrow Rent Supplement Program and the Rent Supplement Homelessness Initiative;

   (ii) the Strong Communities Special Needs Initiative for clients of the Ministry of Health and Long Term Care ("MOHLTC"), which was previously known as the New Tomorrow Special Needs Initiative and the Rent Supplement Special Needs Homelessness Initiative; and

   (iii) the Strong Communities Special Needs Initiative for clients of the Ministry of Community and Social Services ("MCSS"), which was previously known as the New Tomorrow Special Needs Initiative and the Rent Supplement Special Needs Homelessness Initiative;

(e) "Program Take-Up Plan" means the templates on which the Service Manager sets out the estimated number of units and expenditures to be incurred and the timetable for full implementation of the Programs;

(f) "Service Manager" means the service manager, within the meaning of the SHRA, for the service area in which the Housing Project is located;

(g) "SHRA" means the Social Housing Reform Act, 2000, S.O. 2000, c. 27;

(h) "Strong Communities Rent Supplement Agreement" means one of the following
agreements: Private Landlord Rent Supplement Agreement; Social Housing Rent Supplement Agreement; Cooperative Rent Supplement Agreement; Direct Rent-Geared-To-Income Rent Supplement Agreement; and includes any other Rent Supplement Agreement that meets the Guidelines;

(i) “Tenant” means an individual who has leased a Unit that is subject to a Strong Communities Rent Supplement Agreement;

(j) “Unit” means a unit of accommodation in a Housing Project that is subject to a Strong Communities Rent Supplement Agreement.

2. TERM

2.1 This Memorandum of Understanding shall be effective as of the date it is executed by the parties and shall terminate on March 31, 2023.

3. RESPONSIBILITIES OF THE MINISTER

3.1 Commencing as of the date this Memorandum of Understanding is executed by the parties and continuing until the date the Minister’s approval of the Program Take-Up Plan submitted by the Service Manager is effective or September 30, 2004, whichever is earlier, the Minister shall pay the Service Manager, on a quarterly basis, for Units invoiced in accordance with the invoicing procedures in the Guidelines, up to the maximum number of Units allocated to the Service Manager under each of the Programs, plus an administrative fee calculated on the basis of Thirteen Dollars ($13.00) per Unit per month.

3.2 Commencing as of the date the Minister’s approval of the Program Take-Up Plan submitted by the Service Manager is effective and continuing until March 31, 2023, the Minister shall pay the Service Manager, on a quarterly basis, up to the maximum annual amount specified in the approved Program Take-Up Plan for each of the Programs (the “planned expenditures”).

3.3 Notwithstanding paragraph 3.2, in the event the actual expenditures of the Service Manager (the “actual expenditures”) are less than the planned expenditures, the Minister may deduct the difference between the planned expenditures and the actual expenditures from amounts payable to the Service Manager in subsequent years.

3.4 Payments by the Minister to the Service Manager pursuant to paragraphs 3.1 and 3.2 are conditional on the Service Manager being in compliance with the Guidelines.

3.5 The Minister shall review any new alternative delivery or program models that are proposed by the Service Manager after the date this Memorandum of Understanding is executed by the parties, which are not included in the Guidelines, and shall advise the Service Manager whether the proposed alternative delivery or program models may be used, within ninety (90) days of receipt of the proposal.

3.6 Any power, right or function of the Minister, contemplated by this Memorandum of
Understanding, may be exercised by any employee or agent of the Ministry of Municipal Affairs and Housing.

4. **RESPONSIBILITIES OF THE SERVICE MANAGER**

4.1 The Service Manager shall administer the Programs in accordance with the Guidelines.

4.2 For each of the Programs, the Service Manager shall maintain the amount of funding that comprises the maximum annual amount of funding paid pursuant to paragraph 3.2.

4.3 The Service Manager shall forthwith terminate all existing rent supplement agreements regarding the New Tomorrow Rent Supplement Program, the Rent Supplement Homelessness Initiative, the New Tomorrow Special Needs Initiative, and the Rent Supplement Special Needs Homelessness Initiative, that were entered into by the Service Manager or a Local Housing Corporation controlled by the Service Manager, acting as agent for and on behalf of the Minister, in respect of all commitments of Units made prior to the date this Memorandum of Understanding is executed by the parties. The Service Manager shall replace the existing rent supplement agreements that are terminated with a Strong Communities Rent Supplement Agreement between the Service Manager or its authorized agent and the Owner.

4.4 The Service Manager or its authorized agent shall enter into a Strong Communities Rent Supplement Agreement with each Owner, in respect of all commitments of Units made on or after the date this Memorandum of Understanding is executed by the parties.

4.5 Notwithstanding paragraph 4.4, the Service Manager may enter into a Direct Rent-Geared-To-Income Rent Supplement Agreement with a Tenant, in accordance with the Guidelines.

4.6 Notwithstanding paragraphs 4.4 and 4.5, a Strong Communities Rent Supplement Agreement shall not be entered into or continued respecting a Unit, where a Tenant is related to an Owner.

4.7 The Service Manager shall ensure that all Units that are subject to a Strong Communities Rent Supplement Agreement are clean, fit for habitation and in a satisfactory state of repair, and that the Owner has confirmed that the Units are in compliance with applicable Building Code and Fire Code requirements.

4.8 Commencing as of January 1, 2004, the Service Manager shall report on the Programs in the Service Manager Annual Information Return (“SMAIR”).

4.9 The Service Manager shall provide the Minister with such additional reports as the Minister may require.

5.0 **AUDITS AND EVALUATIONS**

5.1 The Service Manager shall prepare and maintain accurate and complete books, records and accounts for payments made in connection with the administration of the Programs.
The Service Manager shall make or cause to be made available to the representatives, designates, agents or independent auditors of the Minister, all documents, books, records and accounts pertaining to the administration of the Programs, for the purpose of conducting such financial audits and program evaluations as the Minister may require. The Minister shall keep all personal information confidential and shall not disclose any personal information to third parties, except in accordance with the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31, and shall use such personal information only for the purposes stated herein. Such financial audits and program evaluations shall take place during ordinary business hours.

6.0 NOTICES AND REPORTS

6.1 Any notice, report, invoice or other communication required, desired or permitted to be given by this Memorandum of Understanding shall be in writing and shall be effectively given if delivered personally, sent by prepaid courier service, prepaid regular mail or sent by facsimile communication, addressed as follows:

(a) in the case of notice to the Minister:

Ministry of Municipal Affairs and Housing
Attention: Director, Social Housing Branch
777 Bay Street, 2nd Floor
Toronto, ON
M5G 2E5
Fax: (416) 585-7610

(b) in the case of notice to the Service Manager:

[Service Manager to insert relevant information]

or to such other address as either party may stipulate by notice to the other.

6.2 Any notice or other communication delivered personally or by prepaid courier service shall be deemed to have been given and received on the day it is delivered, provided that if such day is not a business day, the notice or other communication shall be deemed to have been given and received on the next business day. Any notice or other communication delivered by prepaid regular mail shall be deemed to have been received on the fifth (5th) day after the day it was mailed. Any notice or other communication transmitted by facsimile communication shall be deemed to have been given and received on the day of its transmission, provided that such day is a business day and the transmission is completed before 4:30 p.m. on that day, failing which, the notice or other communication shall be deemed to have been given and received on the next business day.

7.0 EARLY TERMINATION

7.1 The Service Manager may terminate this Memorandum of Understanding prior to the expiration of the Term, on twelve (12) months prior written notice to the Minister.
8.0 GENERAL

8.1 This Memorandum of Understanding revokes and replaces all previous agreements and/or understandings, whether oral or written, that may exist between the Minister and the Service Manager respecting the funding and delivery of the Programs.

8.2 The parties agree that there are no representations, warranties, covenants, agreements, collateral agreements or conditions affecting this Memorandum of Understanding, other than as expressed in writing in this Memorandum of Understanding.

8.3 This Memorandum of Understanding is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario. Any reference to a statute in this Memorandum of Understanding includes a reference to all regulations made pursuant to such statute, all amendments made to such statute and regulations in force from time to time and to any statute or regulation which may be passed and which has the effect of supplementing or superseding such statute or regulations.

8.4 The headings and subheadings contained in this Memorandum of Understanding are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Memorandum of Understanding or form part of this Memorandum of Understanding.

8.5 Time shall be of the essence in all respects in this Memorandum of Understanding, provided that the time for doing or completing any matter pursuant to this Memorandum of Understanding may be extended or abridged by agreement in writing, signed by the Minister and the Service Manager or their respective solicitors on their behalf, who are hereby expressly appointed in this regard.

8.6 The Service Manager shall not assign this Memorandum of Understanding without the prior written consent of the Minister, which consent may be withheld, in the Minister’s sole discretion.

8.7 This Memorandum of Understanding shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, provided that this paragraph shall in no way derogate from the provisions of paragraph 8.6, restricting the Service Manager’s ability to assign this Memorandum of Understanding.

8.8 This Memorandum of Understanding may be amended on the mutual consent of the parties, provided that any amendment shall be in writing, duly executed by the parties.
This Memorandum of Understanding has been executed by the parties.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF MUNICIPAL AFFAIRS AND HOUSING

Per: ____________________________

Print Name: ____________________________

Title: ____________________________

Pursuant to Delegated Authority

[Insert name of SERVICE MANAGER]

Per: ____________________________

Print Name: ____________________________

Title: ____________________________

c/s

Per: ____________________________

Print Name: ____________________________

Title: ____________________________