



Yukon Housing Corporation

# FUNDING AGREEMENT (Transfer Payment)

Yukon Housing Corporation

YHC Internal File Number

GHI 2124

**Funding Type:**

Project or   
Operational

Within a Funding Program (Y/N) **Y**

Name of Funding Program (if applicable)

Housing Initiatives Fund

**An agreement between**

Recipient's full legal name and address  
Safe at Home Society  
208 Alexander Street  
Whitehorse, YT Y1A 2L4  
  
Hereinafter referred to as '**Recipient**'

**and**

Yukon Housing Corporation address and contact  
410 Jarvis Street  
Whitehorse, YT Y1A 2H5  
  
Attention: Kim Ho  
  
Hereinafter referred to as '**YHC**'

being collectively the parties (the 'Parties') to this Transfer Payment Agreement (the 'Agreement').

**WHEREAS:**

**A. The Recipient has submitted a proposal for financial assistance for:**

Funding Purpose (Short Title - max 60 characters)  
HIF Project Concepts Location: Whitehorse

**B. YHC wishes to provide the Recipient with financial assistance to support the Funding Purpose.**

**Now therefore the Parties agree as follows:**

This Agreement to commence on November 1, 2021 and terminate on April 15, 2022

The maximum amount payable by YG under this Agreement shall not exceed \$ 20,000.00

**NOTICES TO RECIPIENT:**

- (1) This Agreement is subject to the Standard Terms and Conditions on page 2 of this Agreement, and to the terms set out in the Standard Schedules (A,B & C) appended to this Agreement, and to any other Appendices, Attachments or Schedules that may be appended to this Agreement.
- (2) The maximum dollar amount stated above will prevail over any dollar amounts noted in other Schedules, Appendices or Attachments.
- (3) The Recipient's performance under this Agreement may be used by YHC in evaluating future requests for funding.

**IN WITNESS WHEREOF** the Parties have executed this Agreement by their duly authorized representatives.

The **Recipient** agrees to use the funding provided for the specified purpose, and in accordance with the terms and conditions set out in this Agreement, including all Schedules and Appendices (if any)

[Signature] Kate Mechan, Exec Director 31 / MAR / 2022 (867) 334-9310  
SIGNATURE OF RECIPIENT OR OFFICER TITLE & NAME (Recipient/Officer) DATE (dd/mm/yy) PHONE NUMBER

**YG** Certified pursuant to section 23 (contracting authority) of the *Financial Administration Act*.

[Signature] Marcel Holder Robinson, Director Finance & RM 31 / MAR / 2022  
SIGNATURE OF PUBLIC OFFICER TITLE & NAME of AUTHORIZED OFFICER DATE (dd/mm/yy)

## STANDARD TERMS AND CONDITIONS

### The parties to this agreement covenant and agree as follows:

- 1.0 YHC shall provide the Recipient with financial assistance (the 'Funds' or 'Funding') as set out in the attached Schedules in an amount not to exceed the maximum as noted on Page 1 of this Agreement for the Funding Purpose identified on Page 1 and more specifically described in Schedule A.
- 2.0 The Recipient shall use the Funds to carry out the Funding Purpose in a manner acceptable to YHC, and, in respect of the Funds, the Recipient:
  - 2.1 shall follow the budget outlined in Schedule B and shall use the Funding solely for the Funding Purpose;
  - 2.2 shall return any Funds not required for the Funding Purpose to YHC;
  - 2.3 shall maintain proper and accurate accounts and records and the original cancelled cheques and invoices relating to the use of the Funds and the expenses incurred by it for the Funding Purpose, which accounts and records shall be subject to audit by an officer or agent of YHC at any time up to and including one year from the date of termination of this Agreement;
  - 2.4 shall permit an officer or agent of YHC to inspect the Recipient's performance under this Agreement and/or its use of the Funding at any reasonable time up to and including one year from the date of termination of this Agreement, which inspection may occur at the premises of the Recipient;
  - 2.5 shall advise YHC, if for any reason, the Recipient is unable to meet its commitments under this Agreement, as set out in Schedules A and B and as approved by YHC;
  - 2.6 warrants that it has declared all amounts owing by it to YHC and that it is not in default of any payment schedule in respect of any amounts owing by it to YHC;
  - 2.7 agrees that any monies due to the Recipient under this Agreement may be withheld by YHC and applied against any amounts owing to YHC by the Recipient; and
  - 2.8 shall publicly acknowledge the assistance of YHC under this Agreement whenever possible, and shall allow YHC to make public announcements relating to the Funding.
- 3.0 The Recipient shall report to YHC as required by Schedule A (and Schedules B & C, or as per any other attached appendices)
- 4.0 Legal Relationship: The Recipient agrees that it is not, and will not hold itself out to be, an agent of YHC, and that the Recipient will indemnify YHC against any liability, claim or loss that may arise as a result of what the Recipient does in performing the Recipient's obligations under this Agreement.
  - 5.0 Conflict of Interest: The Recipient agrees that no current or former public office holder or public servant who is, or who may be perceived to be, in a conflict of interest situation relating to the Funding shall derive any direct benefit from this Agreement, unless any such benefit is available to the public at large. Furthermore, the Recipient will provide written statements from any YG employee, any elected official or any Cabinet or caucus employee on its board, or otherwise involved with the Recipient that any such person has considered and appropriately addressed any perceived or real conflict(s) of interest.
- 6.0 Termination:
  - 6.1 Either Party may terminate this Agreement without cause by giving the other Party 30 days written notice of its intention to do so.
  - 6.2 Failure by the Recipient to comply with the provisions of this Agreement entitles YHC to demand the return from the Recipient of some or all of the Funding, and the Recipient agrees that it will repay any amount so demanded by YHC within 30 calendar days of receiving any such demand in writing.
- 7.0 Written Communication: All notices and communications in connection with this Agreement shall be sent to the addresses on page 1 of this Agreement.
- 8.0 NOTICE: By signing this Agreement, you understand and agree that it is not an unreasonable invasion of your personal privacy for YHC to disclose any personal information about you that YHC collected in the process of administering this Agreement, or that may be set out in this Agreement, and you further understand and agree that YHC may disclose such personal information about you to third parties. You further understand and agree that no business information collected by YHC in the process of administering this Agreement, or that may be set out in this Agreement, is confidential, and you further understand and agree that YHC may disclose any such business information to third parties.

## **SCHEDULE A**

### **FUNDING PURPOSE**

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#### **A1.0 DELIVERABLES AND WORKPLAN**

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##### Project Overview

Safe at Home Society (SAHS) is in the final stages of securing the High Country Inn property in Whitehorse (4051-4th Ave) from Northern Vision Development LP (NVD). SAHS will convert the Inn into a fifty-five unit (55) permanent supportive housing development which it will operate.

Work Plan - Outline of Key Activities For the Period November 1, 2021 - April 15, 2022

1. December/January - Project Planning and contract negotiations
2. Class D Estimate by Quantity Surveyor
3. Partial Ketz/Northern Front Studio Costs

Deliverables:

The Recipient shall provide:

1. A high level report on/before April 15, 2022 on the activities that were initiated and completed during the period.
2. A financial report for the period outlining actual expenses against budgeted expenses certified by two officers of the Recipient Entity on or before April 15, 2022.

Extension of Agreement

The term of this Agreement, may be extended from the original termination date of this Agreement, by written agreement of both Parties, for an additional term not exceeding two months from the expiration date in effect. In such instances, where the Recipient is requesting an extension, an interim report must be provided which outlines the status of the project to date, reason/s for delay and revised timelines required to complete the project.

- A1.1 The Recipient shall carry out the Funding Purpose in accordance with the work plan as initially approved in writing by YHC. Refer to A1.0 of this agreement.
- A1.2 The Recipient may, with the prior written approval of YG, revise the work plan from time to time so as to meet the deliverables required under A1.0.

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#### **A2.0 REPORTING**

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- A2.1 The Recipient shall provide a high level report of the work done for the period no later than March 31, 2022. Refer to A1.0 of this agreement for details to be included in the report.
- A2.2 The report must include a financial report for the period of the Funding Purpose's expenditures which is approved and signed by two officers of the Recipient Entity attesting to the validity of the financial report submitted.

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#### **A3.0 INTELLECTUAL PROPERTY RIGHTS**

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**SCHEDULE B**  
**BUDGET**

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**B2.0 BUDGET AND EXPENSES**

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B2.1 The Recipient shall carry out the Funding Purpose in accordance with the Budget as approved in writing by YG as indicated below:

Safe at Home Cash Flow Projections for November 1, 2021 - April 15, 2022

Expense Description	Amount
Project Manager - Project Planning and contract negotiations	\$10,000
Preliminary Cost Estimate Class D Estimate by Quantity Surveyor	\$ 3,675
Preliminary design - Partial Ketz/Northern Front Studio Costs	\$ 6,325
Subtotal	\$ 20,000

B2.2 Eligible expenses for the purposes of this Agreement shall be those expenses directly related to the Funding Purpose and set out in the approved Budget.

B2.3 The Recipient may, with the prior written approval of YG, reallocate dollar amounts between eligible expenses within the approved Budget.

**SCHEDULE C**  
**TERMS OF PAYMENT**

**C1.0 FUNDS**

- C1.1 Limits: YG shall provide the Recipient with Funds for the Funding Purpose in an amount not to exceed Twenty Thousand Dollars (\$20,000).
- C1.2 All dates and dollar amounts contained in the following table (C1.3) are provisional (based upon work plans, schedules and budgets), and may be altered, adjusted or deleted at the sole discretion of YG.
- C1.3 YG shall pay to the Recipient the Funds as follows:

Deliverable(s) (includes: Milestones and/or other Triggering Events )	Date Proposed		
	Percentage of Total	Payment or Event	Payment
Upon signing the agreement	90%		18,000.00
Upon submission of the report including financial report for the period; on or before April 15, 2022	10%		2,000.00
Total			20,000.00
<b>Maximum Total Payable (as per page 1 of this Agreement)</b> (if amount stated is, or, totals to an amount greater than page 1 of the agreement, then the total on page 1 prevails)			

Payment will only be made if the required deliverables have been received and deemed appropriate and acceptable by YG.

**Finance Use Only - Pre-approval - (Optional for Departments)**

This agreement meets the financial requirements of the Government of Yukon.

Financial Coding: \_\_\_\_\_

Review and Approved: \_\_\_\_\_

Date: \_\_\_\_\_

Title: Director, Finance & Client Services

**PRINT FORM**

**CLEAR FORM**