

THIS AGREEMENT made in triplicate, this 4th day of January, 2021

BETWEEN:

**The Corporation of the County of Bruce
(Herein referred to as the “County”)**

AND

**Grey Bruce Good Food Box
(Herein referred to as the “Good Food Box”)**

WHEREAS the County has the authority to enter into this Agreement for support of the Good Food Box; the provision of the delivery homelessness prevention services;

AND WHEREAS the Good Food Box agrees to provide the services in accordance with the terms and conditions of this Agreement. The services will be funded by the Social Service Relief Fund within the Community Homelessness Prevention Program (CHPI);

NOW THEREFORE in consideration of the mutual covenants and agreement herein and subject to the terms and conditions set out in this agreement, the parties agree as follow:

Definitions

In this Agreement:

- 1.1 “CHPI” means the Community Homelessness Prevention Initiative. The intent of the CHPI is to address and decrease homelessness through improved access to satisfactory, appropriate, and affordable housing that is connected to adaptable support services based on individual client and household needs. CHPI is funded by the Ministry of Municipal Affairs and Housing.
- 1.2 “Housing and Homelessness Plan” means a 10 year plan that the County is required to have under the Housing Services Act, 2011 and the Ontario Housing Policy Statement by July, 2016. The County’s Plan encompasses the entire housing continuum including homelessness prevention, transitional and emergency housing, supportive housing, rent geared to income housing, private rental housing and affordable home ownership.
- 1.3 “MMAH” means the Ontario Ministry of Municipal Affairs and Housing.
- 1.4 “Operators” means organizations with the resources to provide at least some of the services.
- 1.5 The “Services means housing support, homelessness prevention, and emergency shelter services, as further described in the reporting guidelines attached.

2. Term and Termination

- 2.1 The term of this Agreement shall be for one year commencing January, 2021 and ending January, 2022 or as terminated by section 2.2 of this agreement. The County may adjust the total funds it provides to the Good Food Box in any funding year based upon the County’s annual assessment and other information available.

- 2.2 A) This agreement shall be terminated immediately by giving written notice if,
- i) The Good Food Box has become insolvent, committed an act of bankruptcy, or purported to assign the benefit of this Agreement without approval from the County; or
 - ii) The County determines upon reasonable grounds that the Good Food Box is in breach of the terms of the Agreement.

B) Notwithstanding subsections (A) and (B) of this section, either party may terminate the whole or part of this Agreement by giving the other party sixty (60) days written notice.

- 2.3 In the event that his Agreement is terminated under section 2.2, the Good Food Box shall, during the notice period, provide only those services which the Director determines are reasonably required to complete the service in progress and shall forthwith refund to the County any and all monies advanced by the County to the Good Food Box that has not been expended in accordance with the Agreement. If the Agreement is terminated in part, all obligations with respect to the provision of all other services continue in full force and effect.

3. Municipal Access and Consultation

- 3.1.1 The Good Food Box will permit County staff to observe at reasonable times any services provided by the Good Food Box in connection with the provision of services pursuant to this Agreement and under its control in order to observe and evaluate the services provided pursuant to this Agreement.
- 3.2 The Good Food Box agrees that its staff providing services pursuant to this Agreement will, upon reasonable request, be available for consultation with County staff.

4. Responsibilities of the Good Food Box

- 4.1 The Good Food Box shall provide a homelessness prevention services to residents of Bruce County.
- 4.2 In accordance with Appendix A, the Good Food Box will report on the performance indicators as set out by the (CHPI).

5. Responsibilities of the County

The County shall provide funding to the Good Food Box for the Services outlined. At the discretion of the County, it may perform a program review audit at any time.

6. Insurance

The Good Food Box shall, at its expense, maintain and keep in force during the term of this Agreement, (a) Commercial General Liability Insurance satisfactory to the County. Such insurance shall be purchased from a financially responsible insurance company qualified to do business in the Province of Ontario. The operator shall notify the County of any change, cancellation or expiration in coverage at least thirty (30) days prior to same.

7. Indemnification

The Good Food Box shall indemnify and hold harmless the County, its officers, elected officials and employees from and against any and all liabilities, claims, demands, losses, expenses, costs, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of this Agreement attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property caused by any acts or omissions of the Good Food Box, its officers, agents, servants, employees, customers, invitees or licensees, and as a result of activities under this Agreement.

8. Privacy and Confidentiality

All information provided to the Good Food Box by the County, and all information provided to the County by the Good Food Box is provided on a confidential basis for the purpose of administering the programs outlined. The Good Food Box will treat as confidential and will not, without the prior permission of the County, publish, release, disclose or permit to be published, released or disclosed, either before or after the expiration of this Agreement, private or confidential information supplied to, obtained by, or which comes to the knowledge of the Good Food Box as a result of the Agreement except insofar as publication, release or disclosure is necessary, in the reasonable opinion of the Good Food Box, to enable Good Food Box to fulfill its obligations under the Agreement, or as required or permitted by law.

9. Termination

Notwithstanding Section 2, in the event of a breach by the Good Food Box of any provision of this Agreement, the County may terminate this Agreement immediately and without the provision of advance Notice. In such case, the Good Food Box shall return any unspent funds.

In the event that the CHPI funding is discontinued by the Province before this Agreement is discharged, it is understood by both parties that this Agreement shall be terminated. Notice of such termination shall be provided by the County to the Good Food Box pursuant to Section 10.

10. Notice

Any notice required to be given, served or delivered must be in writing and sent to the other party at the address indicated below, or to such other address as may be designated by Notice, provided by either party to the other.

For the County:
Housing Services Manager
County of Bruce
325 Lambton Street, Box 1450
Kincardine, Ontario
N2Z 2Z4
Email: tdickson@brucecounty.on.ca

For the Grey Bruce Good Food Box:
Attention: Colleen Trask Seaman
Executive Director
OSHaRE
946 3rd Ave. E
Owen Sound, ON
N4K 2K9
Email: info@oshare.ca

11. Financial Arrangements

It is understood and agreed that the County is only obligated to provide funding to the Good Food Box as established and that the Good Food Box is solely responsible for any existing or future capital or operating losses incurred by the Good Food Box as a result of providing these services.

IN WITNESS THEREOF the Parties have affixed their respective signatures of the Signing officer(s) of the County and Grey Bruce Good Food Box.

SIGNED, SEALED AND DELIVERED

In the presence of

The Corporation of the County of Bruce

Signed:

This ____ day of _____, 2021

Warden,

Clerk

Grey Bruce Good Food Box

Signed:

This _____ day of _____, 2021

