

THIS AGREEMENT made in triplicate, this ____ day of _____, 2019

BETWEEN:

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

AND

**YMCA of Owen Sound Grey Bruce
(Herein referred to as the “YMCA”)**

For the Provision of Housing Support, Homelessness Prevention, and Emergency Shelter Services

WHEREAS Bruce County has had an agreement with the YMCA for the delivery of the Housing Support Program, including homelessness prevention since 1998 as well as an agreement for the delivery of Emergency Shelter Services since 2008;

AND WHEREAS these two programs had been largely funded by the Ministry of Community and Social Services under the Ontario Works Emergency Hostel Services and the Consolidated Homelessness Prevention Program (CHPI);

AND WHEREAS, the funding and guidelines for both programs will be transferred from the Ministry of Community and Social Services to the Ministry of Municipal Affairs and Housing under the new Community Homelessness Prevention Initiative (CHPI) effective January 2013;

AND WHEREAS, the County is desirous that the YMCA shall continue to provide housing support, homelessness prevention, and emergency shelter for another term of five (5) years for commencing January 1, 2019 to March 31, 2024;

NOW THEREFORE in consideration of the mutual covenants herein set out, the County and the YMCA each agree as follows:

Definitions

In this Agreement:

- 1.1.1 “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. The CHPI provides funding for a number of provincial homelessness-related programs, including the Consolidated Homelessness Prevention Program and the Emergency Shelter Services previously funded by the Ministry of Community and Social Services under a single policy and accountability framework. 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 January 1, 2014. 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

The term of this Agreement shall be for five years and three months commencing January 1, 2019 and ending March 31, 2024. The County may adjust the total funds it provides to the Family Y in any funding year based upon the County’s annual assessment and other information available.

3. Responsibilities of the YMCA

The YMCA shall provide housing support, homelessness prevention, and emergency shelter services in accordance with the Community Homelessness Prevention Initiative (CHPI) program guidelines, principles, objectives and outcomes as described in the attached reporting guidelines.

The YMCA agrees to provide financial and performance measurement reports for the services provided within 15 days of the ending of each month in the format described in the attached reporting guidelines and agrees to meet on a regular basis to evaluate the program goals and outcomes.

The Family Y shall maintain records of operational costs and shall supply the same to the County within 30 days of the ending of the term of this Agreement, in a format established to be acceptable to the County.

The YMCA shall agree to a program review audit at the conclusion of 2019 and each year end to be completed by the County, at the sole discretion of the County.

The YMCA shall provide all services in accordance with all municipal, provincial and federal laws.

Any modification or waiver of this Agreement shall be binding upon the parties hereto unless in writing and executed by an authorized signing officer for each of the parties hereto.

The YMCA shall not assign or transfer, directly or indirectly, this Agreement or any right, benefit, obligation, or liability of the YMCA under this Agreement, without the prior written consent of the County. The consent of the County may be withheld by the County at its sole discretion or granted subject to such terms and conditions as the two parties may agree.

The YMCA shall at no time, be considered an employee of the County and the YMCA shall not hold itself out as an employee, servant, or agent of the County.

4. Responsibilities of the County

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

5. Insurance

The YMCA shall, at its expense, obtain and keep in force during the term of this Agreement, Commercial General Liability Insurance satisfactory to the County. Proof of this insurance shall be provided to the County prior to execution of this Agreement and upon all policy renewal periods within the term of this Agreement, including the following and underwritten by an insurer licensed to conduct business in the Province of Ontario:

- a) A limit of liability of not less than \$5,000,000/occurrence.
- b) The County shall be named as an additional insured;
- c) The policy shall contain a provision for cross liability in respect of the named insured;
- d) coverage with a limit of at least \$2,000,000 including contractual non-owned coverage;
- e) Products and completed operation coverage (Broad Form) with an aggregate limit not less than \$5,000,000.
- f) That 30 days prior notice of an alteration, cancellation or material change in policy terms which reduces coverage shall be given in writing to the County;

Further, the above-noted limits of insurance shall be subject to review by Bruce County every year so as to ensure adequate coverage is maintained to protect Bruce County as agreed upon throughout the term of the Agreement and any extensions or renewals thereof.

6. Indemnification

The YMCA 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 YMCA, its officers, agents, servants, employees, customers, invitees or licensees, and as a result of activities under this Agreement.

7. Privacy and Confidentiality

All information provided to the YMCA by the County, and all information provided to the County by the YMCA is provided on a confidential basis for the purpose of administering the programs outlined. The YMCA 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 YMCA as a result of the Agreement except insofar as publication, release or disclosure is necessary, in the reasonable opinion

of the YMCA, to enable the YMCA to fulfill its obligations under the Agreement, or as required or permitted by law.

8. Termination

Notwithstanding Section 2, in the event of a breach by the YMCA of any provision of this Agreement, the County may terminate this Agreement immediately and without the provision of advance Notice. In such case, the YMCA 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 YMCA pursuant to Section 9.

9. 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 YMCA:
Attention: Susan Seifert
YMCA of Owen Sound Grey Bruce
1450 1st Avenue West
Suite 4A
Owen Sound, ON
N4K 6W2
Email: susan.seifert@osgb.ymca.ca

10. Acknowledgement of Other Operator

The YMCA acknowledges the County may enter into similar agreements with other Operators to provide the same services if in the judgment of the County such agreements are needed to provide housing support, homelessness prevention, and emergency shelter services to the community.

11. Financial Arrangements

It is understood and agreed that the County is only obligated to provide funding to the YMCA as established and that the YMCA is solely responsible for any existing or future capital or operating losses incurred by the YMCA 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 the YMCA.

SIGNED, SEALED AND DELIVERED
In the presence of
The Corporation of the County of Bruce

Signed:

This ____ day of _____, 2019

Warden,

Clerk

YMCA of Owen Sound Grey Bruce
Signed:

This ____ day of _____ 2019

