

Bill No. 345
2014

By-law No. A.- _____

A By-law to authorize and approve a Memorandum of Understanding for Dearness Home Adult Day Program Transportation in the City of London.

WHEREAS subsection 5(3) of the *Municipal Act, 2001* S.O. 2001, c.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS sections 9 and 10 and 23.1 through 23.5 of the *Municipal Act, 2001* authorize a municipality to delegate its powers and duties under this or any other Act to a person or body;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Memorandum of Understanding to be entered into between The Boys' & Girls' Club of London, The Women's Christian Association of London, The Corporation of the City of London and The Governing Council of the Salvation Army on behalf of the London Village, attached as Schedule 1 to this by-law, to provide transportation services for the Dearness Home Adult Day Program, is hereby authorized and approved.
2. The Mayor and the City Clerk are authorized to execute the Memorandum of Understanding approved under section 1 above.
3. The Managing Director Housing, Social Services and Dearness Home, or his or her written designate, is hereby delegated the authority to renew the Memorandum of Understanding authorized in Section 1 above, provided and that it does not increase the City's liability and it does not require additional funding or is provided for in the City's current budget.
4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on July 29, 2014.

J. Baechler
Mayor

Catharine Saunders
City Clerk

First reading – July 29, 2014
Second reading – July 29, 2014
Third reading – July 29, 2014

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING made in triplicate:

BETWEEN:

THE BOYS' & GIRLS' CLUB OF LONDON

(Hereinafter referred to as the "BOYS' & GIRLS' CLUB OF LONDON")

and

THE WOMEN'S CHRISTIAN ASSOCIATION OF LONDON

(Hereinafter referred to as the "MCCORMICK HOME")

and

THE CORPORATION OF THE CITY OF LONDON

(Hereinafter referred to as "DEARNESS HOME")

and

**THE GOVERNING COUNCIL OF THE SALVATION ARMY ON BEHALF OF
THE LONDON VILLAGE**

(Hereinafter referred to as "The Salvation Army")

RECITALS:

WHEREAS the Boys' & Girls' Club of London is a non profit family recreational facility that provides and facilitates activities, educational programs and social interaction in the London community;

AND WHEREAS the Boys' & Girls' Club of London provides door-to-door transportation to clients attending Adult Day Programs in the London community;

AND WHEREAS the Boys' & Girls' Club of London, McCormick Home, Dearness Home and the Salvation Army (hereinafter collectively referred to as the "Parties") have announced their intention to enter into a collaborative arrangement wherein transportation shall be provided to participating clients attending Adult Day Programs on a pay by registration model basis;

AND WHEREAS it is agreed to and understood by the Parties that the collaborative travel arrangement entered into will be governed by a 'Pay by Registration' model wherein clients will register for a set number of days each week based on the particular specifics of their respective care plan;

THEREFORE in accordance with the principles set forth in this Memorandum of Understanding (hereinafter referred to as "MOU"), the respective Parties acknowledge as follows:

1. The Parties agree to work together in good faith on the basis of the terms described herein.
2. This MOU becomes effective on the date that all of the Parties have signed it, which shall occur by no later than on or about the 1st day of May, 2014.
3. Any and all clients who wish to partake in the activities and/or services provided for by the Parties must first register with the particular Adult Day Program for which they intend to participate in.

4. Upon registration of the client(s) with a specific Adult Day Program, the administrator and/or their representative shall forward all client registrations to the Manager of Transit at the Boys' & Girls' Club of London.
5. Upon registration, the client shall be added to the transit schedule which shall act as confirmation of their registration.
6. While registered as part of the Adult Day Program, registered clients shall pay a flat fee return rate of TEN DOLLARS (\$10.00) for transportation to and from the Adult Day Program which they attend.
7. The flat rate fee of TEN DOLLARS (\$10.00), or such other amount as determined by the LHIN and agreed to by the parties, shall be made payable to the specific Adult Day Program the registered client attends.
8. Registrations must be forwarded by no later than 12:00pm Wednesday to start the following week.
9. Each Adult Day Program will be invoiced on a monthly basis for the previous month's registration with invoicing to occur on the second week of each month.
10. A quarterly reconciliation between the Boys' & Girls' Club of London and the ADP's will take place for any past due/ uncollectible accounts. ADP's will not be responsible for any unpaid transit accounts.
11. A client shall be considered registered until such time that the Manager of Transit of the Boys' & Girls' Club of London is notified that the client has been discharged at which time the client shall be removed from the registration list.
12. Emergency contacts for each client will be forwarded to the Manager of Transit at the Boys' & Girls' Club of London. In addition, any special instructions for clients will also be provided.
13. The Boys' & Girls' Club of London shall allot no more than one hour for transportation to and from the specific ADP and hereby undertakes to make best efforts to ensure that each bus trip shall not exceed one hour in duration each way.
14. The Boys' & Girls' Club of London further undertakes to make best efforts to ensure that each bus will be furnished with a fully functional and operational air conditioning unit.
15. This MOU shall remain in force for one year from the date of the last signature. Parties may terminate this MOU by providing 60 days' advance written notice to the other party. The parties may extend or renew this MOU by agreement, confirmed in a written amendment signed by each party's authorized signatory. No amendment of the terms of this MOU will be effective unless made in writing and signed by each party's authorized signatory.
16. The Boys' & Girls' Club of London shall at all times maintain adequate insurance of \$10 million, at its own expense, on all of the vehicles it employs in the transportation of clients to and from the ADP, against any liability that may arise from the regular operation and/or carrying out of its obligations pursuant to this Memorandum of Understanding and any statutory obligations arising at law.
17. The Boys' & Girls' Club of London agrees to indemnify and save harmless the City of London, Salvation Army and McCormick Home for

any and all liability which may be incurred through the Boys' & Girls' Club of London's negligence in providing the transit service.

18. The Boys' & Girls' Club of London covenants that the buses used for the transit service are safe in accordance with all applicable legislation and regulations.
19. The Boys' & Girls' Club of London covenants that its drivers are licensed under the HTA (Highway Traffic Act) and any other applicable legislation, and that its drivers have passed appropriate checks with respect to providing services to vulnerable populations (such as a Police Vulnerable Sector Check).
20. The Boys' & Girls' Club of London covenants that it has appropriate policies and procedures in place with respect to providing services to vulnerable populations.

WE, THE UNDERSIGNED have read, understand and agree with the terms of the MOU contained herein and affix our signatures hereto evidencing same.

THE BOYS' & GIRLS' CLUB OF LONDON

THE CORPORATION OF THE CITY OF LONDON

Per:

Per:

Title:

Title:

I have authority to bind the corporation.

I have authority to bind the corporation.

Executed this ____ day of _____, 2014

Executed this ____ day of _____, 2014

**THE WOMEN'S CHRISTIAN ASSOCIATION
OF LONDON**

**THE GOVERNING COUNCIL OF THE
SALVATION ARMY LONDON VILLAGE**

Per:

Per:

Title:

Title:

I have authority to bind the corporation.

I have authority to bind the corporation

Executed this ____ day of _____, 2014

Executed this ____ day of _____, 2014