

Schedule 1

Bill No. 198
2013

By-law No. A.-6955-156

A By-law with respect to a standard form Purchase of Service Agreement for the City of London Homelessness Initiatives.

WHEREAS section 2 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that municipalities are created by the Province of Ontario to be responsible and accountable governments with respect to matters within their jurisdiction and each municipality is given powers and duties under this Act and many other Acts for the purpose of providing good government with respect to those matters;

AND WHEREAS section 10 of the *Municipal Act, 2001* provides that the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting the economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

AND WHEREAS subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

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

1. A standard form Purchase of Service Agreement, substantially in the form attached as Appendix B to the by-law, for City of London homelessness initiatives including the Community Homelessness Prevention Initiative and the London Homeless Prevention System which shall incorporate the municipal contribution as approved by Council as part of the City of London's annual budget approval process, to be entered into between The Corporation of the City of London and various Service Providers, is hereby authorized and approved.
2. The Managing Director, Neighbourhood, Children & Fire Services, or her or his written designate, is hereby delegated authority to execute Purchase of Service Agreements with Service Providers, employing the standard form Agreement authorized and approved under section 1, above, with no further approval required from Council.
3. By-Law no. A-6900-26 is hereby repealed.
4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on April 30, 2013.



Joe Fontana
Mayor



Catharine Saunders
City Clerk

First Reading – April 30, 2013
Second Reading – April 30, 2013
Third Reading – April 30, 2013

APPENDIX B

PURCHASE OF SERVICE AGREEMENT Community Homelessness Prevention Initiative

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON
(hereinafter called the "City")
- and -

[INSERT NAME OF SERVICE PROVIDER]
(hereinafter called the "Service Provider")

RECITALS:

- A. The Minister of Municipal Affairs and Housing ("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 or any other person 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 Minister has announced it will provide provincial funding to Service Managers to address housing and homelessness in Ontario by improving access to adequate, suitable and affordable housing that is linked to flexible support services.
- E. The Minister has established the Community Homelessness Prevention Initiative ("**CHPI**") pursuant to which the Minister will provide Service Managers provincial funds as per said announcement.
- F. CHPI includes four service categories:
 - Emergency Shelter Solutions;
 - Housing with Related Supports;
 - Services and Supports; and,
 - Homelessness Prevention("CHPI Service Categories").
- G. The City has agreed to receive provincial funding from the Minister to administer the CHPI.
- H. The Minister and the City have entered into an Agreement for the purpose of establishing the City's obligations with respect to the administration of the CHPI and the Minister's obligation to provide funding to the City for the administration of the CHPI.
- J. The Service Provider has agreed to receive funding from the City to provide one or more services in the CHPI Service Categories.
- K. The City and the Service Provider have entered into this Agreement for the purpose of establishing the Service Provider's obligations with respect to the provision of services under one or more services in the CHPI Service Categories and the City's obligation to provide funding to the Service Provider for the provision of such services.

NOW THEREFORE, the City and the Service Provider agree with each other as follows:

1. INTERPRETATION

- 1.1 In this Agreement, unless the context requires otherwise, the following terms have the meanings set out in this Section:
 - "**Agreement**" means this agreement entered into between the City and the Service Provider and includes all of the schedules listed in Section 1.2 and any amending agreement entered into.

- **“Business Day”** means each Monday, Tuesday, Wednesday, Thursday and Friday except when any such day occurs on a statutory holiday observed in Ontario;
- **“CHPI”** has the meaning given to it in the recitals;
- **“CHPI Service Categories”** has the meaning given to it in the recitals;
- **“City Representative”** means the individual(s) designated in writing to represent the City;
- **“Consolidated Programs”** has the meaning given to it in the recitals;
- **“Description of Services”** means the Description of Services set out in Schedule B, attached to the Agreement, and as amended by the City from time to time.
- **“Effective Date”** means January 1, 2013;
- **“Eligible Expenditures”** means the costs approved by the City Representative arising from budget items set out in Schedule A that are incurred by the Service Provider in carrying out the services during the term of this Agreement.
- **“Event of Default”** has the meaning prescribed to it in Section 10.1;
- **“Force majeure”** has the meaning prescribed to it in Article 14;
- **“Funding”** means funding provided under the CHPI, as set out in Schedule A;
- **“City Notification”** means a notice in writing from the City to the Service Provider regarding the CHPI;
- **“Notice”** means any communication given or required to be given pursuant to the Agreement;
- **“Notice Period”** means the period of time within which a Service Provider is required to remedy an Event of Default, and includes any such period or periods of time by which the City considers it reasonable to extend that time;
- **“Parties”** means the City and the Service Provider and “Party” means either or both of them, as the context may require;
- **“PIPEDA”** means the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, including any amendments thereto;
- **“PIPEDA Protected Information”** means any “Personal Information” or “Personal Health Information”, as defined under PIPEDA;
- **“Wind Down Costs”** means the Service Provider’s reasonable costs to wind down any of the CHPI Service Categories.

1.2 The following Schedules are attached to and form part of this Agreement:

Schedule A - Funding / Budget Items / Eligible Expenditures

Schedule B – Description of Services

1.3 In the event of a conflict or inconsistency between the provisions of this Agreement and the provisions of a Schedule, the provisions of this Agreement shall prevail.

1.4 All references in this Agreement to section numbers are references to sections of this Agreement unless stated otherwise.

2. prior agreements

- 2.1 This agreement supersedes and replaces all prior oral or written representations or agreements relating to the Consolidated Programs.

3. Term of this Agreement

- 3.1 This Agreement shall be in force from the Effective Date until it is superseded or replaced by a subsequent agreement or unless terminated in accordance with Article 9 or 10.
- 3.2 The Parties acknowledge that the period January 1, 2013 to March 31, 2016 shall be a transitional period for the implementation of CHPI as described in the Ministry's Program Guidelines.

4. Services

- 4.1 The Service Provider agrees to provide services under the CHPI in accordance with the terms of this Agreement including the Ministry's Program Guidelines.

5. Funding

- 5.1 The City shall make an allocation of Funding to the Service Provider as set out in Schedule A.
- 5.2 The City shall make payment of the Funding under Section 5.1 to Service the Provider as set out in Schedule A.
- 5.3 The Service Provider shall spend Funding received under Section 5.2 as set out in Schedule A.
- 5.4 The City may reduce, recover, reallocate, or adjust the allocation and/or Funding.

6. Obligations

- 6.1 The Service Provider will operate in compliance with the *Child and Family Services Act* (specifically "section 72" – if there are reasonable grounds to suspect a circumstance listed in the CFSA, promptly report the suspicion and the information on which it is based to a children's aid society).
- 6.2 The Service Provider shall not infringe a right under section 5 of the Human Rights Code Act.
- 6.3 The Service Provider shall recognize the Province of Ontario and City as a funding provider in all publicity (print or broadcast media) and on all promotional items. The attached Undertaking Use of the City of London Tree Logo is to be signed and returned with this Agreement.
- 6.4 The City shall not be held liable for any injury, including death, or for any loss or damage to property of the Service Provider or for any obligation of the Service Provider or anyone else, incurred or suffered by the Service Provider or its agents, employees, contractors or voluntary workers in carrying out the Designated Services.
- 6.5 The Service Provider, in compliance with its obligations under this Agreement, shall be solely responsible for all statutory obligations related to the payment of Employment Insurance, CPP benefits, WSIA, OHIP, HST and taxes.
- 6.6 The Service Provider shall comply with all applicable legislation, including but not limited to the *Workplace Safety and Insurance Act*.

6.7 **CONFIDENTIALITY**

(a) In accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, the Service Provider shall hold confidential and shall not disclose or release to any person at any time during or following the term of this Agreement, except where required by law, any information or document without obtaining the written consent of the City and shall comply with the requirements regarding Personal Information and Confidentiality as contained in applicable legislation including the *Municipal Freedom of Information and Protection of Privacy Act*. No such information shall be used by the Service Provider on any other project without the prior written approval of the City.

(b) The Service Provider shall require each of its employees and agents, who work under this Agreement or who have access to confidential information of the City, to comply with the requirements of this Agreement with respect to confidentiality.

6.8 **INDEPENDENT CONTRACTOR**

(a) The Service Provider acknowledges and agrees that this Agreement shall in no way be deemed or construed to be an Agreement of Employment. Specifically, the parties agree that it is not intended by this Agreement that the Service Provider nor any person employed by or associated with the Service Provider is an employee of, or has employment benefits of any kind with the City or is in any way entitled to employment benefits of any kind whatsoever from the City whether under internal policies and programs of the City, the *Income Tax Act*, the *Canada Pension Act*, the *Employment Insurance Act*, the *Workplace Safety and Insurance Act*, the *Occupational Health and Safety Act*, the *Pay Equity Act*, the *Health Insurance Act*, or any other employment-related legislation, all as may be amended from time to time, or otherwise.

(b) The Service Provider is acting as an independent contractor in the performance of this Agreement and shall not be deemed to be the employee, agent, partner of, or in joint venture with the City, and the Service Provider's officers, directors, employees and agents shall not be deemed to be the employees, agents, partners of, or in joint venture with the City.

6.9 **Intellectual Property**

(1) Where the Service Provider develops a work or a product under this Agreement, the Service Provider hereby assigns to the City, and confirms that the Service Provider has assigned all, and not less than all, of its right, title and interest throughout the world, including reversionary interests and rights of renewal and other rights, in and to the copyright and all other rights in the work and in the product including the right to create derivative works which modify or alter the work and the product in any manner whatsoever.

(2) Where the Service Provider develops a work or a product under this Agreement, the Service Provider hereby waives the whole of its moral rights in the work and in the product.

(3) Where the Service Provider develops a work or a product under this Agreement, the Service Provider;

(a) represents and warrants that the use of the work or product does not violate any copyright or infringe third party intellectual property rights;

(b) covenants that the use of the work or product will not violate any copyright or infringe third party intellectual property rights;

(c) agrees to indemnify the City of any liability, injury or damage, including legal costs or expenses incurred by the City as a result of any breach or alleged breach of a term, warranty, representation or covenant in this Agreement by the Service Provider;

(d) agrees that the indemnities herein set forth shall survive in perpetuity; and

(e) agrees not to institute any action against the City on the grounds that the use of the work or product constitutes an infringement of its moral rights.

7. **Data Collection and Reporting Requirements**

7.1 The Service Provider agrees to collect data as described in Schedule B.

7.2 The Service Provider agrees to comply with the reporting requirements as set out in Schedule B.

8. Program Guidelines

- 8.1 The City may at its sole discretion amend Schedule B from time to time.
- 8.2 The Parties acknowledge that the City may be amending the section in the Schedule B with respect to “Housing with Related Support”.
- 8.3 The City intends to consult with Service Providers and other key stakeholders on the amendments described in Section 8.2.

9. Termination on Notice

- 9.1 The City may terminate the Agreement at any time upon giving at least 45 days' Notice to the Service Provider.
- 9.2 If the City terminates the Agreement pursuant to 9.1, the City may:
 - (a) Cancel all further instalments of Funding;
 - (b) Demand the repayment of any Funding remaining in the possession or under the control of the Service Provider; and/or
 - (c) Determine the Wind Down Costs, and:
 - (i) Permit the Service Provider to offset the Wind Down costs against the amount the Service Provider owes pursuant to Section 9.2(b); and/or
 - (ii) Provide Funding to the Service Provider to cover the Wind Down Costs.

10. Event of default, corrective action and termination for default

- 10.1 Each of the following events shall constitute an Event of Default:
 - (a) in the opinion of the City, the Service Provider breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) Carry out the CHPI Service Categories;
 - (ii) Deliver services under the CHPI Service Categories that address program outcomes;
 - (iii) Collect data as required;
 - (iv) Provide reports as required;
 - (v) Use or spend the Funding;
 - (b) an event of Force Majeure that continues for a period of sixty (60) days or more.
- 10.2 If an Event of Default occurs, the City may, at any time, take one or more of the following actions:
 - (a) provide the Service Provider an opportunity to remedy the Event of Default;
 - (b) suspend the payment of Funding for such period as the City determines appropriate;
 - (c) reduce the amount of Funding;
 - (d) reallocate Funding;
 - (e) cancel all further Funding;
 - (f) demand the repayment of any Funding;
 - (g) terminate the Agreement, upon giving Notice to the Service Provider.
- 10.3 If, in accordance with Section 10.2(a), the City provides the Service Provider with an

opportunity to remedy the Event of Default, the City shall provide Notice to the Service Provider of:

- (a) the particulars of the Event of Default; and,
- (b) the Notice Period.

10.4 If the City has provided the Service Provider with an opportunity to remedy the Event of Default pursuant to 10.2(a), and:

- (a) in the opinion of the City, the Service Provider does not remedy the Event of Default within the Notice Period;
 - (b) it becomes apparent to the City that the Service Provider cannot completely remedy the Event of Default within the Notice Period; or
 - (c) the Service Provider is not proceeding to remedy the Event of Default in a way that is satisfactory to the City,
- the City may extend the Notice Period, or initiate any one or more of the actions provided for in Sections 10.2 (b), (c), (d), (e), (f), or (g).

10.5 Termination under this Article shall take effect as set out in the Notice.

11. French Language Services

11.1 If the City is required to provide services to the public in French under the provisions of the *French Language Services Act* ("FLSA"), the Service Provider agrees that the Service Provider shall:

- (a) ensure services are provided in French; and,
- (b) make it known to the public, including by way of signs, notices, other information on services, and initiation of communications in French, that services provided to and communications with the public in connection with the CHPI are available in French.

11.2 The Service Provider agrees to submit a written report to the City by May 31 in each year of the CHPI setting out whether the Service Provider has complied with Section 11.1. The report shall be provided in the form set out in the Ministry's Program Guidelines.

11.3 Nothing in this section authorizes a Service Provider or provides it with the delegated authority to enter into any agreements on behalf of or otherwise bind the City.

12. NOTICE

12.1 Any notice or other communication required, desired or permitted to be given by this Agreement shall be in writing and shall be effectively given if:

- (a) delivered personally;
- (b) sent by prepaid courier service; or
- (c) sent by facsimile communication, and confirmed by mailing the original documents so sent by prepaid mail on the same or following day, addressed as follows:

- (i) in the case of notice to the City:

The City of London
Attention: City Clerk
300 Dufferin Avenue
City Clerk's Office
London, ON
N6A 4L9

Fax: (519) 661-4892

- (ii) in the case of notice to the Service Provider:

[insert relevant information]

or at such other address as the party to whom such notice or other communication is to be given shall have advised the party giving same in the manner provided in this section. 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 so delivered at such address, provided that if such day is not a Business Day such notice or other communication shall be deemed to have been given and received on the next following Business Day. 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 such transmission is completed before 4:30 p.m. on such day, failing which such notice or other communication shall be deemed to have been given and received on the first (1st) Business Day after its transmission. If there has been a mail stoppage and if a party sends a notice or other communication by facsimile communication, such party shall be relieved from the obligation to mail the original document in accordance with this paragraph.

13. indemnification

13.1 The Service Provider shall indemnify and hold harmless the City from and against any and all liability, injury, loss, costs, damages, expenses (including legal, expert, and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the CHPI, or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the City.

13.2 The obligation to indemnify will require the Service Provider to exhaust all reasonable opportunities to seek recovery, which efforts shall include but shall not be limited to resorting to legal action to defend third party claims.

13.3 INSURANCE AND INDEMNITY

Throughout the term of this Agreement, the Service Provider shall maintain commercial general liability insurance on an occurrence basis for an amount of not less than Two Million Dollars (\$2,000,000) and shall include the City as an additional insured with respect to the Service Provider's operations and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal liability, personal injury, broad form property damage, contractual liability, owners' and contractor's protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses.

The Service Provider shall submit a completed standard Insurance Certificate (Form #0788), and shall provide the City with a minimum of thirty days' notice in advance of cancellation of such insurance.

The City reserves the right to request such higher limits of insurance or other types of policies appropriate to this Agreement as it may reasonably require. Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement.

The Service Provider undertakes and agrees to defend and indemnify the City and hold the City harmless, at the Service Provider's sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that the City may sustain or incur by reason of:

- (i) any breach of this Agreement by any of the Service Provider, the Service Provider's employees or persons for whom the Service Provider is at law responsible;
- (ii) any loss or misuse of funds held by the Service Provider as described in this Agreement;

- (iii) the acts or omissions of the Service Provider, the Service Provider's employees or any person for whom the Service Provider is at law responsible in performing Services or otherwise carrying on the Service Provider's business, including any damage to any and all persons or property, whether deliberate, accidental or through negligence, and all tickets, fines or penalties;
- (iv) any claim or finding that any of the Service Provider, the Service Provider's employees or persons for whom the Service Provider is at law responsible are employees of, or are in any employment relationship with, the City or are entitled to any Employment Benefits of any kind; or
- (v) any liability on the part of the City, under the Income Tax Act (Canada) or any other statute (including, without limitation, any Employment Benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties, by virtue of any of the following being considered to be an employee of the City, from the Service Provider, the Service Provider's employees or others for whom the Service Provider is at law responsible in connection with the performance of Services or otherwise in connection with the Service Provider's business.

- 13.4 At its sole discretion, the City may, at any time require that the Service Provider obtain and maintain a Blanket Position insurance policy or equivalent Fidelity Bond. See Schedule C.

14. Force Majeure

- 14.1 Subject to Section 14.3, Force Majeure means an event that:

- (a) is beyond the reasonable control of a Party; and
- (b) makes a Party's performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances.

- 14.2 Force Majeure includes:

- (a) infectious diseases, war, riots and civil disorder;
- (b) storm, flood, earthquake and other severely adverse weather conditions;
- (c) lawful act by a public authority; and
- (d) strikes, lockouts and other labour actions,

if such events meet the test set out in Section 14.3.

- 14.3 Force Majeure shall not include:

- (a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees; or
- (b) any event that a diligent Party could reasonably have been expected to:
 - (i) take into account at the time of the execution of the Agreement; and
 - (ii) avoid or overcome in the carrying out of its obligations under the Agreement.

- 14.4 Subject to Section 10.1(b), the failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

15. AUDITS and reviews

- 15.1 The Service Provider shall, on forty-eight (48) hours prior written notice, give Her Majesty the Queen in right of Ontario, as represented by the Minister of Municipal Affairs and Housing ("Ministry"), the City, City Representatives and/or Ministry or City auditors free access to such staff, documents, books, records and accounts as may be determined by the Ministry, City, City Representatives and/or Ministry or City auditors, for the purpose of verifying compliance with the CHPI and this Agreement. The Service Provider shall ensure that the same obligation is imposed on any subcontractor engaged to assist the Service Provider in the performance of this Agreement. The Service Provider acknowledges that the Ministry or City may conduct an audit of the Service Provider and its subcontractors in any year.
- 15.2 The Ministry and the City reserve the right to conduct operational reviews on forty-eight (48) hours prior notice to the Service Provider to evaluate the effectiveness of the Service Provider's operations and delivery of CHPI. The Service Provider shall give the Ministry, City, City Representatives and/or other persons authorized by the Ministry or City free access to such premises, staff, documents, books, records and accounts as may be determined by the Ministry, City, City Representatives and/or other persons authorized by the Ministry or the City, for the purpose of the operational review. The Service Provider shall ensure that the same obligation is imposed on any subcontractor engaged to assist the Service Provider in the performance of this Agreement. The intent of the operational review is to work in partnership with the Service Provider to identify areas of strength and opportunities, to improve business practices, and to ensure that the effective administration and monitoring of service contracts are maintained. The Ministry or the City may provide the Service Provider with recommendations arising out of the operational review and the Service Provider shall give reasonable consideration to those recommendations.
- 15.3 No provision of the Agreement shall be construed so as to give the Ministry or the City any control whatsoever over the Service Provider's records. For greater certainty, the Minister's rights under this Article are in addition to any rights provided to the Auditor General pursuant to Section 9 (1) of the *Auditor General Act* (Ontario). This section shall survive any expiry or termination of this Agreement.

16. GENERAL

- 16.1 The Service Provider shall comply with all City Notifications.
- 16.2 The Service Provider shall maintain all records and documentation pertaining to this Agreement for two (2) years following the termination of this Agreement.
- 16.3 The Service Provider represents that it has not knowingly provided the City with any false or misleading information respecting the subject matter of this Agreement and agrees that it shall not knowingly provide any false or misleading information to the City in the performance of its obligations under this Agreement.
- 16.4 Any power, right or function of the City, contemplated by this Agreement, may be exercised by any employee or agent of the City.
- 16.5 The Service Provider acknowledges that the City is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the City in connection with the CHPI or otherwise in connection with this Agreement is subject to disclosure in accordance with that Act.
- 16.6 [intentionally left blank]

- 16.7 The Service Provider represents and warrants that it shall:
- (a) preserve the PIPEDA and MFIPPA compliance of all MFIPPA or PIPEDA Protected Information transferred to it by the City or the Ministry;
 - (b) ensure the MFIPPA and PIPEDA compliance of all MFIPPA or PIPEDA Protected Information that it collects in the course of performing its contractual obligations; and
 - (c) ensure the MFIPPA and PIPEDA compliance of all MFIPPA or PIPEDA Protected Information that it transfers to the City or the Ministry.
- 16.8 Each disbursement of Funding by the City to the Service Provider under this Agreement is subject to the necessary appropriations from the Provincial Legislature and from Municipal Council. The Minister and the City shall not have any liability in the event the respective appropriations are insufficient to meet the Funding obligations of the Minister or the City.
- 16.9 Nothing in this Agreement is to be construed as authorizing one Party to contract for or incur any obligation on behalf of the other or to act as agent for the other and nothing in this Agreement shall be construed to constitute the Minister, the City and the Service Provider as partners of each other.
- 16.10 No member of:
- (a) the House of Commons or Senate of Canada; or
 - (b) the Legislative Assembly of Ontario; or
 - (c) the Municipal Council of the City or the County of Middlesex, or the governing body of any Municipal Agency, Board or Commission of any of such municipalities;
- shall be admitted to any share or part of any contract, agreement or commission made pursuant to this Agreement or to any benefit arising therefrom, including, without limitation, any contract, agreement or commission arising from or related to the CHPI Service Categories.
- 16.11 All of the remedies available to the City under this Agreement, at equity and/or at law are cumulative and are not alternative and the City shall not be precluded from availing itself simultaneously of some or all of the said remedies.
- 16.12 Notwithstanding any of the terms of this Agreement, the City shall have the option of waiving any or all of his remedies under this Agreement, but no waiver of a provision shall be deemed to constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise provided.
- 16.13 Time shall in all respects be of the essence in this Agreement, provided that the time for doing or completing any matter provided for under this Agreement may be extended or abridged by agreement in writing signed by the City and the Service Provider or their respective written designates on their behalf, who are hereby expressly appointed in this regard.
- 16.14 This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 16.15 Any reference to a statute in this Agreement 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.
- 16.16 The headings and subheadings contained in this Agreement are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Agreement or form part of this Agreement.
- 16.17 The parties agree that there are no representations, warranties, covenants, agreements, collateral agreements or conditions affecting this Agreement other than as expressed in writing in this Agreement.

- 16.18 This Agreement shall be read with all changes of gender and number required by the context.
- 16.19 Each of the Parties shall, at any time and from time to time, upon not less than twenty (20) Business Days prior written notice by the other Party, execute and deliver to the other Party a statement in writing confirming that this Agreement is in good standing, unmodified and in full force and effect, or if there have been modifications that the same are in good standing and in full force and effect, as modified, and stating the modifications. Where applicable, the statement shall state the defaults, if any, known to the Party to whom such request has been made and the action taken or proposed to be taken by such requested Party with respect to same.
- 16.20 If the Service Provider owes any money to the City, whether or not their return or repayment has been demanded by the City, such monies shall be deemed to be a debt due and owing to the City by the Service Provider and the Service Provider shall pay or return the amount to the City immediately unless the City otherwise directs. The City may charge the Service Provider interest on any monies owing by the Service Provider at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 16.21 The City may set off any debt owing by the Service Provider to the City under this Agreement against any amount payable by the City to the Service Provider.
- 16.22 The Service Provider shall not assign this Agreement without the prior written consent of the City, which consent may be withheld, acting in its sole discretion.
- 16.23 This Agreement 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 Section 16.22 restricting the Service Provider's ability to assign this Agreement.
- 16.24 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision shall be deemed to be severed.
- 16.25 The provisions in sections 5.3, 5.4, 9.2, 10.2(c), (d), (e), (f), and Article 1 (Interpretation), 7 (Data collection and Reporting Requirements), 12 (Notice), 13 (Indemnification), 15 (Audits and Reviews), and 16(General) except for section 16.20 shall survive termination or expiry of this Agreement for a period of seven (7) years from the date of termination of this Agreement.

IN WITNESS THEREOF this Agreement has been executed by the Parties.
SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE CITY OF LONDON

Per: _____
Name: Joe Fontana
Title: Mayor
Date:

Per: _____
Name: Catharine Saunders
Title: City Clerk
Date:

[INSERT NAME OF SERVICE PROVIDER]

Per: _____
Name:
Title:
Date: c/s

Per: _____
Name:
Title:
Date: c/s

I/We have the authority to bind the Service Provider

Schedule A
FUNDING / BUDGET ITEMS / ELIGIBLE EXPENDITURES

Maximum Amount of Funding for Initial Term (inclusive of HST):

- January 1, 2013 – March 31, 2013 \$
- January 1, 2013 – December 31, 2013 \$ + \$ (subject to available funding)
- January 1, 2013 – \$ + \$ (subject to available funding)

Maximum Amount of Funding for Renewals (if any):

- An amount as determined by the City Representative and confirmed in writing to the Service Provider, on the condition that such amount is provided for in the City's current approved budget.

Eligible Expenditures

Personnel

- salaries and benefits of program employees
- contract fees (e.g., trainers, consultants)

Travel

- mileage and travel expenses for program activities or to share program information

Materials / Equipment

- office supplies (paper/pencils)
- specialized program supplies and material, such as toys, books (in either, or both, official languages), indoor play equipment

Rent and Utilities

- rental costs of facility
- utilities (telephone, electricity, heating)
- maintenance and snow clearing

Evaluation / Dissemination

- normally 10-15% of a project's fiscal year budget
- contract fees for third party evaluation
- data collection and analysis

Other

- audit, legal fees, bookkeeping
- annual audited statement
- translation, interpretation, training/professional development
- board and professional liability insurance
- HST should be included in all budget expenses, not as a separate item in this category

Ineligible Expenditures

- therapeutic and medical treatment (e.g. speech or language pathology) covered by provincial/territorial medical and insurance plans
- capital expenditures, which include:
 - new construction and/or conversions of buildings
 - repairs and renovations
 - retrofits
 - buying land
 - purchasing buildings
- The construction, repair and renovation of new and existing social and affordable housing
- Services that do not directly support people who are homeless or at-risk of homelessness
- Alcoholic beverages

Schedule B
DESCRIPTION OF SERVICES

The Service Provider shall provide services under the following CHPI Service Categories (**Mark with an X all that apply**):

- ☐ Emergency Shelter Solutions
- ☐ Housing with Related Supports
- ☐ Services and Supports
- ☐ Homelessness Prevention

Start Guide is applicable: (circle one) YES NO

START Guide

(a) Where START Guide is applicable, the Service Provider shall adopt the minimum standards approved by the START Guide Monitoring Body for the START Guide (**Street and vulnerable youth services standards that provide: Trust Accountability Responsiveness To ensure consistent support for youth**).

(b) The Parties acknowledge that the current START Guide was revised November 2009, and any reference to the START Guide shall mean the revised November 2009 version, or any other version approved by the City.

(c) The Service Provider acknowledges it has received and has read the current version of the START Guide.

(d) The Service Provider shall ensure that its staff and volunteers are trained in START Guide Minimum Standards.

(e) The Service Provider shall annually have verification by the START Guide Monitoring Body that it meets the current START Guide Minimum Standards as determined by the START Guide Monitoring Body.

{For each CHPI Service Category, separately set out what the Service Provider is required to do}

The Service Provider shall:

- 1.0
- 2.0

-Collection of Data by Service Provider

-Reporting requirements of Service Provider

The Service Provider shall report on the extent to which:

- (1) People experience homelessness obtain and retain housing;
- (2) People at risk of homelessness remain housed.

Schedule C
BLANKET INSURANCE POLICY OR EQUIVALENT FIDELITY BOND
(at City's option)

The Service Provider shall furnish the City with evidence of Blanket Position insurance policy or equivalent Fidelity Bond in the amount not less than the maximum amount of the City's contribution set out in Schedule A of this Agreement. The City shall be shown on the Policy as a named Obligee with respect to any loss or misuse of funds held by the Service Provider as described in this Agreement.

APPENDIX C

Highlights from the Community Forums Reducing and Preventing Homelessness in London - November 2012 - January 2013

Date: Wednesday November 7, 2012

Theme: CSUMB Benefit

Attendees: 157

Date: Wednesday, November 28, 2012

Theme: Securing Housing

Guest Speakers: Nicole Francoeur, Samantha McIntyre, Lisa Watson

“STEP Home: A Collaborative Approach”

Attendees: 66

Date: Thursday, November 29, 2012

Theme: Housing with Support

Guest Speaker: Peter Frampton, Executive Director, Learning Enrichment Foundation

“Supporting a Vision of Change Through Enterprising Actions”

Attendees: 52

Date: Wednesday December 5, 2012

Theme: Housing Stability

Guest Speaker: Dr. Stephen Gaetz, Director, Canadian Homelessness Research Network/Homeless Hub

“The Real Cost of Homelessness”

Attendees: 68

Date: Tuesday, January 22, 2013

Theme: Moving Forward - An overview of the Areas of Focus, Actions and Outcomes

Attendees: 84

At the January 22, 2013 community forum one of the questions posed to the participants was “In three years how should the percentage of funding be allocated to each of the four areas of focus: Securing Housing, Housing with Support, Housing Stability and Shelter?” The summary of the five groups indicate the following percentages be allocated by the areas of focus:

- Securing Housing – 33%
- Housing with Support – 29%
- Housing Stability – 18%
- Shelters – 20%



The Housing Stability Fund is offered by the Housing Support Services of The Salvation Army Centre of Hope and in cooperation with the City of London

Call for an appointment

(519) 661-0343
Ext. 300



Giving
Hope
Today



Ontario

Housing Stability Fund

Effective April 1, 2013

The Housing Stability Fund offers financial assistance to low income Londoners to obtain and retain their housing and for those at risk of homelessness to remain housed.

The Housing Stability Fund includes:

Rental Assistance Program

If you are behind in your rent and facing eviction, or are moving to new a home in London, you may be eligible for this interest free loan/grant program to help you pay your past due rent or last month's rent if you are moving.

Emergency Energy Assistance

If you are a Londoner facing disconnection of your utility service or have been disconnected you may be eligible for this grant program.

Moving Assistance Service

You may be eligible for a grant to assist with hiring a moving company to assist you with your move to your new home in London.

The Housing Stability Fund may be available if:

- ◆ You reside in London
- ◆ Meet our low income requirements
- ◆ Employed or receiving a regular source of income like OW, ODSP, CPP, or a pension

All applications are completed by appointment at The Salvation Army Centre of Hope and our satellite locations.



Housing Stability Fund Effective April 1, 2013

The Housing Stability Fund offers grants and loan programs to low income Londoners to assist with Rental Arrears, Last Month's Rent, Emergency Energy Assistance and Moving Expenses.

We may be able to assist you if you:

- ♦ Meet the income criteria (LICO+15%¹), are employed, receiving Ontario Works, Ontario Disability Support Program, Employment Insurance, CPP or other regular sources of income
- ♦ Live in London and are moving within the City of London
- ♦ Have not used the fund in the past 12 months
- ♦ Attend an assessment appointment at the Centre of Hope or at one of the satellite locations

Rental Assistance

If you are behind in your rent and facing eviction, or are moving to a new home in London, you may be eligible for this interest free loan/grant program to help you pay your past due rent or last month's rent if you are moving. The Criteria includes:

- ♦ Applicants must be pending eviction or establishing a new principal residence
- ♦ Up to 2 month's rent is available for rental arrears, based on CMHC Average Market Rent Schedule and unit size
- ♦ Up to one month's rent is available for last month's rent based on CMHC Average Market Rent Schedule and unit size
- ♦ Applicants may be required to set up a direct ongoing payment to their landlord

Emergency Energy Assistance

If your utility service is pending disconnection or you have been disconnected you may be eligible for this grant program. The Criteria includes:

- ♦ Applicants must be the person named on the bill and have made a minimum \$50 payment in the previous 4 months
- ♦ Assistance up to a maximum of \$500 per utility or \$600 for electrically heated homes
- ♦ Applicants may be required to set up a direct ongoing payment to the utility company

Moving Assistance

You may be eligible for a grant to assist with hiring a moving company to assist you with your move to your new home in London. The Criteria includes:

- ♦ Applicants must be establishing a new principal residence in London
- ♦ Applicants must provide an estimate for moving costs from an approved moving company
- ♦ Assistance up to a maximum of \$350 for single or couples, with a 2 stop maximum and \$550 for a family with dependent children with a 3 stop maximum

**Please call for more information or to set up an appointment
The Salvation Army Centre of Hope
Housing Support Services
519-661-0343 Ext 300**

¹ The Low Income Cut Off or LICO is an income level or threshold below which a family will likely devote a larger share of its income on the necessities of food, shelter and clothing than the average family

1. Proposed Plan

Briefly describe how you intend to use your CHPI allocation to address various housing and homelessness-related needs of your SM area.

For example, you can discuss the following matters:

- 1) Range of services you are planning to deliver (e.g. Emergency Shelter Solutions, Housing with Related Supports, Services and Supports, and Homelessness Prevention) - and why.
- 2) Client groups you are planning to assist - and why.

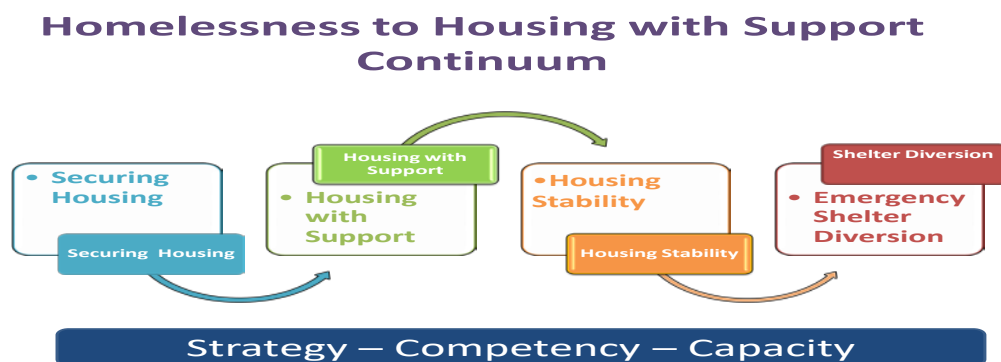
The proposed plan is intended to be a high-level summary and should be no longer than two pages.

Please write in a box below:

As a community, London continues to work to reduce and prevent homelessness through the collaborative efforts of many partners. In November 2010 the City of London approved the result of some of that work – the London Community Plan on Homelessness (LCPH). The LCPH identifies six key themes and 29 directions which address the policy and program directions to be undertaken with the community until December 2015.

With the introduction of the Community Homelessness Prevention Initiative and consolidation of the funding envelopes, we were presented with an opportunity to build on our plan and push our dialogue further to consider significant change that would result in our shared desired outcomes of the reduction and prevention of homelessness through a Housing First approach. We held a series of community forums throughout the Fall and into the New Year to talk concretely about the change, the alignment between the CHPI principles and outcomes and our community plan, and to strategically consider how to invest the funding in a way that would realize real change.

The information gathered from the forums form the basis of how we are proceeding with the implementation of the homelessness to housing with support continuum. The continuum has the primary anchors of securing housing; housing with support; housing stability; and shelter diversion. We will also focus on building strategy, competency and capacity within the system to support the level of change envisioned.



Outlined below are the range of services, programs, and actions by service categories that we will put in place to achieve the change we envision. Our plan will move forward with both temporary or short term programs, services and initiatives designed to address individuals and families experiencing, or at risk, of homelessness as well as programs/services that are aimed at the longer term outcome of reducing and preventing homelessness.

Service Categories

- Emergency Shelter Solutions - Focus on shelter diversion
- Establish a coordinated and centralized intake for individuals and families
- Explore shelter specialization in London
- Reduce emergency shelter use and number of beds

- Housing with Related Supports - Focus on securing housing
 - Implement a Jail to Home program
 - Implement a Hospital to Home program
 - Establish a last months' rent program
 - Establish a moving service
 - Establish a new furniture bank
- Services and Supports - Focus on housing stability
 - Strengthen outreach efforts to house street involved individuals
 - Introduce an integrated homeless information and case management system
 - Strengthen crisis response once housed
 - Introduce peer support and mentoring programs
 - Introduce standards for service and measures
 - Strengthen the response to persistent and chronic homelessness
 - Introduce collaborative leisure and recreation programs
- Homelessness Prevention - Focus on eviction prevention
 - Link the emergency utility program and rent bank program to Neighbourhood Housing Support Centres

A Housing First Temporary Support Fund (HFTSF) is a temporary bridge fund put in place for the three month period January 1, 2013 to March 31, 2013. The Housing First Temporary Support Fund is intended to assist recipients of OW/ODSP in establishing a new principal residence, or to prevent eviction or the discontinuance of utilities or heating in an existing residence.

- Administration - Focus on capacity, competency and strategy
 - Establish an Implementation Group
 - Anchor a consistent Housing First response (philosophy and intervention)
 - Enhance system capacity through training, case management, program monitoring and clinical expertise
 - Undertake a community plan on youth, London Aboriginal individuals/families, and street involved sex workers
 - Work with other funders to align strategies, leverage opportunities, performance monitoring and reporting

While we are seeking significant change, we also want to move at a pace that is manageable and ensures a smooth transition. To achieve this, certain funded agencies that received funding under the Province's previously funded programs, including emergency shelter operators and other agencies, received short- term funding to maintain priority programs and supports between January-March 2013. Ongoing contracts with organizations to achieve the range of services noted above will incorporate expectations regarding principles, outcomes and reporting.

Our transition efforts will also focus on embedding a Housing First approach in our community. Developing diversion initiatives from entering into emergency shelters and rapid housing programs once in shelter is a key aspect of this work. Further, the services identified in the overall implementation will also need to consider the unique needs of our Aboriginal population, youth, families, street involved sex workers, abused women, chronic and persistent homeless individuals, and recognize the concurrent issues of addiction, mental health and trauma.

Community development and community engagement are fundamental to our approach. We will continue to engage our community in a collaborative manner that supports the change we envision through the Community Homelessness Prevention Initiative. These efforts directly contribute to the shared vision to reduce and eliminate homelessness.

2. Projected Use of CHPI funding

Complete the following table to indicate how much of your 2013-14 CHPI allocation you plan to use under various service categories in each quarter.

Projected spending in each quarter may be specific to each service category:

1. Emergency Shelter Solutions
2. Housing with Related Supports
3. Services and Supports
4. Homelessness Prevention

Please refer to the Program Guidelines for examples of activities that may be provided under each service category.

Please also include the amount of funding to be used to administer the program. Service Managers may use up to 10% of their annual allocation on administration costs.

Please provide your best quarterly estimates when completing the table.

Please enter information in the YELLOW HIGHLIGHTED cells only.

PROJECTED USE OF CHPI FUNDING BY QUARTER

Service Categories	Quarter 1 Apr - Jun	Quarter 2 Jul - Sep	Quarter 3 Oct - Dec	Quarter 4 Jan - Mar	TOTAL 2013-14
	\$	\$	\$	\$	\$
Emergency Shelter Solutions	\$1,221,220	\$1,173,920	\$1,000,000	\$850,000	\$4,245,140
Housing with Related Supports	\$106,259	\$353,958	\$400,000	\$400,000	\$1,260,217
Services and Supports	\$25,000	\$65,625	\$106,250	\$791,976	\$988,851
Homelessness Prevention	\$441,766	\$227,561	\$227,561	\$227,561	\$1,124,449
Program Administration	\$95,037	\$93,158	\$93,158	\$96,292	\$377,645
Total	\$1,889,282	\$1,914,222	\$1,826,969	\$2,365,829	\$7,996,302

4. Year-End Financial Reporting

Due: May 31, 2014.

Please enter your actual expenditures for each quarter of 2013-14.

Please enter your information in the YELLOW HIGHLIGHTED cells only.

ACTUAL FINANCIAL EXPENDITURES - 2013-14

Service Categories	Q1 Apr-Jun Actual	Q2 Jul-Sep Actual	Q3 Oct-Dec Actual	Q4 Jan-Mar Actual	TOTAL 2013-14 Expenditures	Annual Allocation 2013-14	Variance
	\$	\$	\$	\$	\$	\$	\$
Emergency Shelter Solutions					\$0	\$4,245,140	\$4,245,140
Housing with Related Supports					\$0	\$1,260,217	\$1,260,217
Services and Supports					\$0	\$988,851	\$988,851
Homelessness Prevention					\$0	\$1,124,449	\$1,124,449
Program Administration					\$0	\$377,645	\$377,645
Total	\$0	\$0	\$0	\$0	\$0	\$7,996,302	\$7,996,302

Is there anything you would like to note to explain your figures?

TOTAL SM EXPENDITURES ON EACH SERVICE CATEGORY - 2013/14

Service Categories	CHPI Funding	Municipal Funding	2013-14 Total
	\$	\$	\$
Emergency Shelter Solutions			\$0
Housing with Related Supports			\$0
Services and Supports			\$0
Homelessness Prevention			\$0
Program Administration			\$0
Total	\$0	\$0	\$0

CMSM/DSSAB:	City of London
Contact Email and Telephone Number:	jrichardson@london.ca 519-661-2500 ext. 5228
Date Submitted to MMAH:	February 15, 2013

Service Manager Attestation

I certify that I have delegated authority to approve this Report.

I also certify that to the best of my knowledge, the reported information is true and correct.

X

(SM Signature)

Name: Lynne Livingstone

Title: Managing Director, Neighbourhood, Children and Fire Services