

Sample By-Law

**THE CORPORATION OF THE CITY OF PETERBOROUGH**

**BY-LAW NUMBER 09-**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF PETERBOROUGH AND BROCK MISSION FOR THE PROVISION OF A SEMI-INDEPENDENT LIVING PROGRAM THROUGH CAMERON HOUSE WOMEN'S SHELTER**

THE CORPORATION OF THE CITY OF PETERBOROUGH BY THE COUNCIL THEREOF HEREBY ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be hereby authorized to execute an agreement between the Corporation of the City of Peterborough and the Brock Mission in the form attached hereby as Schedule "A", and to affix the Seal of the Corporation thereto.

By-law read a first, second and third time this    day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
D. Paul Ayotte, Mayor

\_\_\_\_\_  
Nancy Wright-Laking, City Clerk

## Sample Agreement

**THIS AGREEMENT** made in quadruplicate this (insert date) day of (insert month), 2009

### **B E T W E E N:**

**THE CORPORATION OF THE CITY OF PETERBOROUGH**  
(hereinafter, the “City”)

- and -

**THE BROCK STREET MISSION – PETERBOROUGH**  
(hereinafter, the “Agency”)

**WHEREAS** the City has funding available for a pilot project concerning the provision of semi-independent living services to individual women;

**AND WHEREAS** the Agency has agreed to redevelop Cameron House to include individual living units to be occupied by one woman (a “Client”);

**AND WHEREAS** the City and the Agency agree that the purpose of this agreement is to provide stable transitional housing and Related Services, as hereinafter defined, to Clients in order to reduce homelessness in the City of Peterborough, upon the terms and conditions set out herein;

**AND WHEREAS** the Agency agrees that it will continue to provide shelter services at Cameron House during the term of this agreement;

**IN CONSIDERATION OF** the mutual covenants set out in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Agency hereby agree as follows:

### **1. INTERPRETATION**

**1.1** In this Agreement, and all Schedules forming part thereof, the following terms shall have the following meanings:

- a) Cameron House** – means the facility operated by the Agency at 738 Chemong Road in the City of Peterborough;
- b) City Staff** – means persons employed by the City authorized to exercise the rights and perform the duties of the City under this Agreement;
- c) Client** – means a woman to whom the Agency provides services under this Agreement;
- d) Manager** – means the City’s Manager of Social Services, or designate;
- e) MFIPPA** – means the *Municipal Freedom of Information and Protection of Privacy Act*, as amended from time to time and includes any successor legislation;
- f) Personal Development Plan** – means a personalized plan for each client which is designed by the SILSW to (1) assist the Client while living in a SILU and (2) prepare the Client to live independently in the City of Peterborough;
- g) Related Services** – means the Related Services established in Schedule “A” or as otherwise agreed upon by the Parties;
- h) Semi-Independent Living Services or SILS** – means the provision of such assistance as is contained in a Personal Development Plan and/or the provision of Related Services as may otherwise be reasonably necessary to permit each Client to live independently within Cameron House and, as required, the provision of such other assistance as is reasonably necessary to help each identified Client make the transition from semi-independent living to independent living;

- i) **Semi-Independent Living Support Worker** or **SILSW** – means the person employed full-time by the Agency who shall be primarily responsible for providing SILS to Clients and for keeping such records and accounts as are reasonably required by the City;
- j) **Semi-Independent Living Unit** or **SILU** – means a self-contained housing unit with sleeping quarters suitable for one (1) Client located within Cameron House;
- k) **Support Worker Assistant** or **SWA** – means the person employed part-time by the Agency to assist the Semi Independent Living Support Worker.

1.2 In this Agreement, words in or implying the singular include the plural and vice versa, and words having gender include all genders.

1.3 The insertion of headings and the division of this Agreement into articles and subdivisions thereof is for convenience of reference only and shall not affect the interpretation thereof.

1.4 The following Schedules form part of this Agreement:

- Schedule A: Related Services;
- Schedule B: Reporting Requirements

and the parties agree that unless the context clearly indicates otherwise, all references in this Agreement to this Agreement shall be deemed to include such Schedules.

1.5 This Agreement and the Schedules incorporated into it by reference constitute the entire agreement between the parties with respect to the subject matter hereof and all other prior agreements, representations, statements, negotiations and undertakings with respect to such subject matter are superseded hereby.

## 2. **OBLIGATIONS OF THE AGENCY**

2.1 The Agency shall:

- a) Obtain all required financing, permits and approvals for the redevelopment of Cameron House;
- b) Select appropriate Clients;
- c) Select, hire and train the SILSW and the SWA;
- d) Provide adequate supervision of, and direction to, the SILSW and the SWA; and
- e) Provide the services as set out in this agreement and any Related Service as set out in the Schedule "A" or as may be otherwise reasonably requested by the Manager.

2.2 The Agency shall designate a person to be responsible for access to information and protection of privacy issues and the implementation of instructions in accordance with paragraph 2.4.

2.3 The Agency shall maintain the physical security of all data, information, reports material and other documents relating to this Agreement notwithstanding the medium in which such data, information, reports, materials or other documents are received or stored (including facsimile transmission) and shall advise the Manager immediately in the event of a security/privacy breach.

2.4 The Agency shall comply with all instructions and requirements of the Manager in relation to the City's obligations under *MFIPPA*.

2.5 In order to fulfil its obligations under paragraph 2.1, the Agency shall ensure that all persons who provide services under this Agreement receive adequate training

and are knowledgeable in respect of the terms and conditions contained in this agreement.

- 2.6 The Agency shall maintain Cameron House and the SILUs in a good state of repair and fit for occupancy in the same manner as would a prudent owner.
- 2.7 In the event of a dispute between the City and the Agency relating to the Agency's obligations under this Agreement, the decision of the Manager shall be final.
- 2.8 The Agency shall put in place a policy, satisfactory to the Manager, to prevent conflicts of interest in the operation of the Shelter and the fulfillment of its obligations under this Agreement.
- 2.9 The Agency shall acknowledge the support of the City's Social Services Department on any material, web-sites, agency descriptions, reports, events, signage or publicity which is paid for in full or in part with funding provided pursuant to this Agreement.
- 2.10 The acknowledgement referred to in paragraph 2.9 shall be in such form and contain such content as requested by the Manager, acting reasonably.
- 2.11 While this agreement establishes the creation of the SILSW and the SWA, it nonetheless remains the Agency's responsibility to ensure that staffing levels are adequate to provide a safe working environment for its staff and a safe living environment for Clients.

### **3. TERM**

- 3.1 This Agreement shall commence on the date it is signed by the City, and shall run until 31 December 2011 unless it is terminated earlier in accordance with the provisions of this Agreement. This agreement may be renewed for additional terms with the written agreement of the parties.
- 3.2 Unless the Agency has breached this agreement, either party may at any time terminate this Agreement, without penalty or cause, by giving a minimum of 90 days written notice to the other party.
- 3.3 In the event the Agency breaches this Agreement and
  - (a) the breach has not been remedied within 20 days of receipt by the Agency of written notice of the breach or within such longer period as the City may allow; or
  - (b) a plan satisfactory to the Manager to remedy the breach has not been implemented within the time period specified in the notice,the City may, in its absolute discretion, terminate the Agreement at any time after the specified notice period has expired.
- 3.4 Notwithstanding paragraph 3.2, if in the opinion of the Manager, the Agency is in breach of this Agreement and the nature of the breach is such that an imminent life-safety issue has arisen and has not been immediately remedied, then the City may terminate this Agreement immediately by giving written notice to the Agency.
- 3.5 In the event the City terminates this Agreement under paragraph 3.2 or 3.3, the Agency acknowledges and agrees that the City shall have no liability to the Agency whatsoever for any loss which may be suffered by the Agency as a result of such termination.
- 3.6 Upon termination of this Agreement, the Agency shall forthwith reimburse the City any monies advanced by the City which were not expended in accordance with this Agreement.

#### **4. PAYMENT**

- 4.1** The City shall pay the following amounts to the Agency in accordance with the following:
- a. THIRTY ONE THOUSAND FIVE HUNDRED DOLLARS (\$31,500) upon executing the Agreement; and
  - b. EIGHTEEN THOUSAND FIVE HUNDRED DOLLARS (\$18,500), on 30 October 2009, conditional upon the City's receipt of an acceptable quarterly report in accordance with Schedule B; and
  - c. Thereafter EIGHTEEN THOUSAND FIVE HUNDRED DOLLARS (\$18,500) on or before the first business day of each quarter until 31 December 2011, conditional upon the City's receipt of an acceptable quarterly report in accordance with Schedule B.
- 4.2** The Agency shall use funds provided by the City pursuant to paragraph 4.1 only for the specific purpose(s) as set out in paragraph 2.1 above.
- 4.3** Notwithstanding anything in this Agreement, any payments made by the City in excess of the amount to which the Agency is entitled or any amount which is used by the Agency contrary to paragraph 4.2 shall be immediately refunded to the City by the Agency after due demand by the Manager. At its sole option, the City may deduct or set off the amount from any subsequent monies due to the Agency.

#### **5. REPORTS**

- 5.1** The Agency shall maintain the following documents:
- a. Service records for each client, which shall include the following information, name, date of birth, date of commencement of residency, date residency ended, and case notes relating to each client receiving services pursuant to this Agreement;
  - b. Current financial records and books of account respecting all funds received by the Agency from the City pursuant to this Agreement, maintained in accordance with generally accepted accounting principles;
  - c. An audited financial statement and reconciliation report for all of the Agency's services that clearly accounts for revenues and expenses distinct from all other activities in order to establish compliance with this Agreement. The audited financial statement and reconciliation report, with respect to the services provided by the Agency pursuant to this Agreement, shall be provided to the Manager on an annual basis in accordance with the City's funding submission and/or annual reconciliation processes;
  - d. Any other report or record that the Manager, acting reasonably, requests.
- 5.2** In the event the Agency receives a management letter from its auditor, the Agency shall provide a copy of the letter to the Manager within 10 days of receipt of the letter.
- 5.3** The reports referred to in paragraph 5.1 shall be in such form and contain such content as are reasonably required by the Manager and shall be provided to the Manager at such frequency as the Manager reasonably determines.
- 5.4** The Agency acknowledges that failure to submit the reports or other documents required in accordance with paragraph 5.1 or 5.2 may result in either the withholding of payment until such reports are submitted or in the termination of this Agreement.
- 5.5** The Agency shall retain their records concerning this Agreement for a period of seven (7) years and shall permit City Staff, during the Agency's usual business hours, to review and make copies of all of the Agency's materials, records and

other documents relating to this Agreement provided that the City gives the Agency twenty-four (24) hours notice of its intention to do so.

- 5.6 Upon written request from the Manager, the Agency shall provide, within ten (10) business days, copies of the Agency's materials, records, receipts, drawings and other documents relating to this Agreement.
- 5.7 The Agency agrees that the City shall be entitled to share the Agency's data, information and reports in aggregated form with any third party the Manager determines is appropriate and/or necessary to share such data, information and reports.
- 5.8 All reports referred to in this article remain the property of the City both during the term of this Agreement and after its expiry.
- 5.9 All material and reports prepared by the Agency under this Agreement and all forms, electronic or otherwise, prepared by the City and completed by the Agency under this Agreement shall become the sole property of the City, including copyright therein.

## **6. OBSERVANCE OF LAW AND POLICIES**

- 6.1 The Agency shall comply with all applicable federal, provincial and municipal legislation, regulations and by-laws including but not limited to the *Fire Code*, the *Building Code*, *Ontario Human Rights Code*, the *Occupational Health and Safety Act*, *MFIPPA*, the *Workplace Safety and Insurance Act* and any applicable City or County By-laws.
- 6.2 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

## **7. THE AGENCY'S CONTRACTUAL STATUS**

- 7.1 The Agency is an independent contractor and, its agents, officers and employees, in the performance of this Agreement, shall be taken to be acting in an independent capacity and not as officers or employees of the City.
- 7.2 The Agency shall be solely responsible for the payment of any subcontractors employed, engaged or retained by it for the purpose of assisting it in the discharge of its obligation under this Agreement.
- 7.3 The Agency shall co-ordinate the services of any subcontractors employed, engaged or retained by it pursuant to paragraph 7.2 and the City shall not be liable to it for any costs arising from the errors or omissions of such subcontractors.

## **8. INSPECTION**

- 8.1 The Agency shall permit City Staff to enter the premises any reasonable time, with or without notice, in order to observe and evaluate the services provided pursuant to this Agreement.
- 8.2 The Agency agrees that its directors, officials and staff providing services pursuant to this Agreement shall, upon the request of the Manager, be available for consultation with City Staff.

## **9. CONFIDENTIALITY**

- 9.1 The Agency, its officers, agents and employees shall treat all information, especially that relating to Clients, obtained through the performance of its obligations under this Agreement, as confidential. The Agency shall not, unless required to do so by applicable law, disclose any personal information other than in accordance with applicable law or this Agreement.
- 9.2 The Agency shall endeavour, wherever possible, to obtain the written consent of a Client prior to releasing information pertaining to the Clients to third parties.

9.3 The collection, use and disclosure of information by the City shall be governed by *MFIPPA*.

**10. INDEMNITY**

10.1 The Agency shall at all times indemnify and save harmless the City, its officers, employees, agents, invitees, successors and assigns (all of which are hereinafter called the "City Indemnitees") from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever made or brought against, suffered by or imposed on the City Indemnitees in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, employees, agents, or of the Agency) directly or indirectly arising out of, resulting from or sustained as a result of the Agency's performance of or failure to perform this Agreement, excepting only those claims, demands, losses, costs, charges and actions that are a result of the negligence of the City Indemnitees.

**11. INSURANCE**

11.1 During the term of this Agreement, the Agency shall maintain, at its own expense, Comprehensive General Liability insurance having a limit of not less than FIVE MILLION DOLLARS (\$5,000,000.00) per occurrence in respect of third party bodily injury and property damage and personal liability with an insurer acceptable to the Manager, acting reasonably.

11.2 All policies shall contain undertakings from the insurer that none of the policies shall be cancelled or allowed to lapse or be materially changed until at least 30 days prior written notice has been given to the Agency and the City Clerk.

11.3 The Agency shall provide at the time of execution of this Agreement evidence of such insurance coverage in a form satisfactory to the Manager and from time to time, as such coverage expires or is replaced, shall provide evidence of renewals or replacements thereof satisfactory to the Manager.

**12. NOTICE**

12.1 Any demand or notice to be given pursuant to this Agreement shall be properly made and given if made in writing and either delivered to the party for whom it is intended to the address as set out below or sent by prepaid registered mail addressed to such party as follows:

(a) where the City is the intended recipient:

The City Clerk  
City of Peterborough  
City Hall  
500 George Street North  
Peterborough, ON K9H 3R9

(b) where the Agency is the intended recipient:

Mr. William McNabb  
Executive Director - Brock Mission  
217 Murray Street  
P.O. Box 1445  
Peterborough, ON K9J 7H8

T: 748.4766

or to such other addresses as the parties may from time to time notify in writing, and any demand or notice so made or given shall be deemed to have been properly made or given and received on the day on which it shall have been so delivered or, if mailed, then, in the absence of any interruption in postal service in the City affecting the delivery or handling thereof, on the day following three (3) clear business days following the date of mailing.

**13. GENERAL PROVISIONS**

- 13.1 Should any provision of this Agreement be declared or found to be illegal, unenforceable, legally ineffective or void, then each party shall be relieved of any obligation arising from such provision, but the balance of this Agreement, if capable of performance, shall remain in full force and effect.
- 13.2 No term or provision of this Agreement shall be deemed waived and no breach consented to, unless such waiver or consent is in writing and signed by an authorized representative of the party claimed to have waived or consented.
- 13.3 No consent by a party to, or waiver of, a breach under this Agreement shall constitute a consent to, waiver of, or excuse for any other, different or subsequent breach.
- 13.4 The Agency shall not assign in whole or in part its obligations under this Agreement.
- 13.5 This Agreement may not be varied, altered, amended or supplemented except by an instrument in writing duly executed by the authorized representatives of both parties.
- 13.6 All obligations of confidentiality and indemnification and the reporting requirements as set forth in this Agreement shall survive termination of this Agreement.
- 13.7 The parties agree and acknowledge that this Agreement may be amended from time to time through the amendment to or addition of the Schedule(s) that will form part of this Agreement.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement.

)**THE CITY OF PETERBOROUGH**  
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) \_\_\_\_\_  
) D. Paul Ayotte, Mayor  
)  
)  
) \_\_\_\_\_  
) Nancy Wright-Laking, CityClerk  
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)  
)**THE BROCK STREET MISSION –**  
)**PETERBOROUGH**  
)  
)  
) \_\_\_\_\_  
) Signature  
)  
) Name: William McNabb  
) Title: Executive Director  
)  
) \_\_\_\_\_  
) Signature  
)  
) Name:  
)  
) Title:  
)  
)**/I/we have authority to bind the**  
)**Agency**



## **Schedule "A"**

### **RELATED SERVICES**

1. The SILSW or the SWA shall assist each Client to:
  - Connect with community services that best address their individual circumstances and needs (e.g., housing supports and personal supports to assist with housing search i.e. addiction counseling, job readiness, etc.);
  - Assess any situations where the Client is at risk of losing her housing unit;
  - Retain housing;
  - Develop group support activities in the areas of education, support, grief counseling, family relationships, as appropriate and in accordance with available resources;
  - Access recreational programming to support social inclusion and life skills;
  - Access appropriate addiction service programs – 4 County Addiction Services (4CAST) to provide, if available, weekly onsite counseling;
  - Follow-up and monitor her goals and to establish group follow-up to monitor goals;
  - Meet with: a nutritionist, visiting nurses, the Brock Mission doctor; and
  - Access Public health programs, and other appropriate programs.
  
2. The SILSW and the SWA shall:
  - Support and encourage each Client to access employment skill development programs (OW/EO);
  - Intervene, as appropriate, in resident conflicts to ensure a safe, nurturing environment for all and provide conflict resolution modeling;
  - Assist each Client to develop and apply appropriate problem solving skills on housing related matters (e.g. dealing with landlord and tenant issues)
  - Provide regular follow-up with each Clients to build a supportive and trusting relationship; and
  - Make appropriate referrals to community supports in the area of crisis intervention, mental health services, etc.

## Schedule "B"

### REPORTING REQUIREMENTS

The Agency is required to complete the following chart on a monthly basis and submit to the Social Services Division:

Cameron House – Semi-Independent Living Program	
Number of individuals served at risk of homelessness	
Number of individuals at risk of homelessness receiving personal supports from SILW or SILA	
Number of individuals living in emergency shelter moving to semi-independent living	
Number of individuals living in semi-independent living that move to permanent housing	

From Section 5.1, the Agency is required to roll the following information in to a report and submit to Social Services on a quarterly basis:

- a. Records and statistics regarding individuals accessing Semi-Independent Living Units:
  - i) Total number of distinct individuals living in the Semi-Independent Living arrangement
  - ii) Age of residents
  - iii) Residency of individual before involvement with the residence (City of Peterborough, County of Peterborough, Other – specify)
  - iv) Summary and description of partnerships
  - v) Number of referrals made and where referred to
  - vi) Incident reports (any serious occurrence involving personal injury or property damage)
  - vii) Length of time residents are staying in Semi-Independent Living Units
  - viii) Exit survey of residents leaving Semi-Independent Living Units (what worked, what did not work, any suggested changes).
- b. Current financial records and books of account respecting all funds received by the Agency from the City pursuant to this Agreement, maintained in accordance with generally accepted accounting principles.
- c. An Annual Audited Financial Statement, which shall account for, and indicate how, all funds received from the City were expended.
- d. Any other reports or records that the Director, acting reasonably, requests.

**End of Schedule "B"**