

**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 EMERGENCY HOSTEL SERVICES FOR WOMEN OVER THE AGE OF TWENTY-FOUR**

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 hereto as Schedule "A" attached, and to affix the Seal of the Corporation thereon.

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 \_\_\_\_\_ day of \_\_\_\_\_, 2009

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

**THE CORPORATION OF THE CITY OF PETERBOROUGH**  
(the "City")

- and -

**THE BROCK STREET MISSION PETERBOROUGH**  
(the "Agency")

**WHEREAS** pursuant to the *Ontario Works Act, 1997*, and as further described in Ontario Regulations 135/98 and 134/98 and the Ontario Ministry of Community and Social Services Directive #2.7 "Emergency Hostel Services", the City has undertaken various responsibilities with respect to the provision of emergency hostel services, in the City of Peterborough;

**AND WHEREAS** at its meeting held November 22, 2004 Council adopted a series of service standards for Hostel operations most of which were set out in staff Report SS04-019 entitled "Final report of the Peterborough Hostel Review"

**AND WHEREAS** the City issued Request for Proposals Document P-27-07 for the Management and Operation of Emergency Hostel Program to provide an emergency hostel capable of providing up to 50 co-ed adult (over the age of 18) beds per day and /or to provide an emergency hostel capable of providing up to 20 women and family hostel beds per day

**AND WHEREAS** no proposal was received to provide hostel services to single women age twenty-four and over,

**AND WHEREAS** Brock Mission has continued to provide per diem hostel services at Cameron House for women age twenty-four and over,

**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) City Staff** – means persons employed by the City authorized to exercise the rights and perform the duties of the City under this Agreement;
- b) Client** – means a person to whom the Agency provides Emergency Hostel and Related Services under this Agreement;
- c) Director** – means the City's Director of Community Services, and includes his or her designate or successor, if any;

- d) **Hostel** – means the facility operated by the Agency at 738 Chemong Road which provides emergency hostel services and related services to Clients;
  - 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) **Per Diem** – means the amount paid by the City to the Agency each time an eligible Client receives services pursuant to this Agreement;
  - g) **Related Services** - means services offered in addition to those specified in Schedule “A”, such as community meal programs, shower/laundry services, open warming and/or cooling programs etc.;
  - h) **Service Standards** – means the service standards set out in Schedule “A”;
- 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: Service Standards and Related Services
  - Schedule B: Purchase of Service Specifications
- 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 provide the following services:
- a. Emergency hostel services in accordance with Schedules “A” and “B”.
  - b. The administration of personal needs as defined in, and in accordance with the eligibility criteria established by, the *Ontario Works Act, 1997*, or any successor legislation thereto. If a Client receives a payment for personal needs, the Agency shall retain a receipt, signed by the Client, in the appropriate file.
- 2.2 The Agency’s Executive Director 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 City's Staff immediately in the event of a security/privacy breach.
- 2.4** The Agency shall comply with all instructions and requirements of the City's obligations under the Municipal Freedom Information and Personal Privacy Act (*MFIPPA*) as established by the City's MFIPPA Head.
- 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 of the requirements of this agreement.
- 2.6** The Agency shall maintain the Hostel in a good state of repair and shall have a disaster plan in place that will ensure ongoing hostel services to clients in the eventuality that the hostel building (s) becomes uninhabitable;
- 2.7** The Agency shall, in such form and containing such content as requested by the City's Senior Director of Corporate Services, acknowledge the support of the City and County as provided through 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.
- 2.8** The City recognizes that the Agency has the right to deliver other programmes not covered by this Agreement and to allocate its other resources accordingly, provided the Agency expends the per diem funding allocated by the City pursuant to this Agreement for the services described herein.
- 3.0** **TERM**
- 3.1** The term of the agreement will be for a 3-year period from date of signing in 2009 to December 31, 2012. 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** Notwithstanding Article 3.2, 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 Director of Social Services and the Senior Director of Corporate Services and/or City Solicitor to remedy the breach has not been implemented within the time period specified in the written notice
- the City may, in its absolute discretion and upon written notice to the Agency, terminate the Agreement forthwith at any time after the specified notice period has expired.
- 3.4** Notwithstanding paragraph 3.3, if in the opinion of the Director of Social Services and the Senior Director of Corporate Services and/or City Solicitor, the Agency is in significant breach of this

Agreement and the nature of the breach is such that immediate termination of the Agreement is warranted, the City may, upon written notice to the Agency terminate this Agreement forthwith.

- 3.5** In the event that the City terminates this Agreement under paragraph 3.3 or 3.4, 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 the termination.
- 3.6** Prior to the City exercising its discretion under Section 3.3 or Section 3.4, the City's representatives as identified in Section 3.3(b) may, in the case of any dispute between the City and the Agency concerning their respective rights and obligations under this Agreement, refer the dispute to mediation. In that event, the Agency shall, within five (5) days of the City giving notice to mediate, notify the City of its agreement to mediate the dispute. The City and the Agency shall co-operate in the selection of the mediator. In the event the City and the Agency cannot agree on a mediator, the City Solicitor shall select the mediator. The City and the Agency shall equally share the costs of the mediation, unless otherwise agreed to in writing prior to the commencement of the mediation. If the mediation fails to result in agreement between the parties, the City reserves the right to pursue any other remedy available under the Agreement or at law.

#### **4. PAYMENT**

- 4.1** The City shall pay the following amounts to the Agency in accordance with Schedule "B":
- a. A Per Diem for each eligible Client;
  - b. A Personal Needs payment for each eligible Client.
- 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. Any amount which is used by the Agency contrary to this paragraph shall be immediately refunded to the City by the Agency after due demand by the City's Senior Director of Corporate Services. At its sole option, the City may deduct or set off the amount from any subsequent monies due to the Agency
- 4.3** Notwithstanding anything in this Agreement, the City may, at its sole discretion, provide advance funding to the Agency. In this event, any such payments made by the City in excess of the amount to which the Agency is thereafter entitled shall be immediately refunded to the City by the Agency after due demand by the City's Senior Director of Corporate Services. 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 create, maintain and, upon reasonable notice from the City, make available to the City, the following documents:
- a. Service records for each client, which shall include the following information, name, date of birth, date of intake, reason for service, date of discharge and reason for discharge relating to each stay by 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 Annual Audited Financial Statement; which shall account for, and indicate how, all funds received from the City were expended.
  - d. Any other report or record that the Director, 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 Director within 10 days of receipt of the letter.
- 5.3** 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.
- 5.4** The Agency shall permit City Staff at any time during the term of this Agreement, and for seven (7) years after its expiry or termination, and 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 at least twenty-four (24) hours notice of its intention to do so and the City provides a reason for the request.
- 5.5** Upon written request from the Director, the Agency shall provide, within 10 business days, copies of the Agency's materials, records and other documents relating to this Agreement.
- 5.6** 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 Director determines is appropriate and/or necessary to share such data, information and reports.
- 5.7** 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. Notwithstanding the preceding, the Agency shall be entitled to use their own statistics for their own purposes.

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

- 6.1** The Agency shall comply with the Service Standards set out in Schedule A and 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 actions of any subcontractors employed, engaged or retained by it for the purpose of assisting it in the discharge of its obligations under this Agreement.

- 7.3** The City and the Agency acknowledge that the Per Diem does not provide 100% funding required by the Agency to meet its obligations under this Agreement, and that the Agency will have to obtain additional funding from other sources to fully meet its obligations under this Agreement.

**8. INSPECTION**

- 8.1** The Agency shall permit City Staff to enter the Hostel at any time, upon at least 24 hours 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 Director, be available for consultation with City Staff within a reasonable time after such request is made.

**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, and shall comply with all instructions and requirements of the City's obligations under the Municipal Freedom Information and Personal Privacy Act (*MFIPPA*) as established by the City's MFIPPA head.

**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 Indemnities") 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 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.

**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 City Solicitor, 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.
- 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 City Solicitor and from time to time, as such coverage

expires or is replaced, shall provide evidence of renewals or replacements thereof satisfactory to the City Solicitor.

**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:

Brock Mission  
217 Murray St  
PO Box 1445  
Peterborough, ON K9J 7H8

Attention: William McNabb, Executive Director

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.

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

## **Schedule A**

### **Service Standards and Related Services For Hostels in the City of Peterborough**

**1. Minimum Staffing Standards:**

The Agency shall provide a minimum of one (1) front line hostel worker at all times that residents are in the hostel. While this agreement establishes standards for the operation of an emergency Hostel for women over 24 years of age, 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.

**2. Operating Standards:**

The Agency shall ensure the following Operating Standards are met:

- a. The Agency shall operate its Hostel in accordance with the policies and procedures approved by its Board of Directors and implemented through its Executive Director.
- b. The Agency shall develop, post and implement a statement of Client Rights and a Client Complaint Resolution Protocol.
- c. The Agency shall report to the Director any serious occurrence involving personal injury or property damage, as soon as practicable.
- d. The Agency shall participate with the City in an annual evaluation of hostel programs and services.
- e. The Agency shall ensure that each front line hostel worker shall be trained in CPR, First Aid, Crisis Prevention/Intervention Strategies, any other training required by applicable legislation. Staff involved in food preparation shall receive training in food handling in accordance with the requirements of the Peterborough County-City Health Unit (the "Health Unit").

**3. Safety and Security Standards:**

- a. The Agency shall take reasonable measures to protect Clients, and to protect property from illegal entry. Hostels serving women and children must take measures to protect children against possible injury resulting from falls from windows and fire exits.
- b. The Agency shall ensure that the Hostel is inspected at least once annually by Fire Services, and provide the City with written verification that the inspection was completed.
- c. The Agency shall train all staff, including volunteer staff, in emergency evacuation and workplace health and safety specific to the Agency. All Clients shall be informed by staff of emergency procedures either when they enter the Hostel or soon thereafter. Fire drills shall be held on a regular basis and records kept of the same.
- d. The Agency shall post emergency evacuation procedures in conspicuous places within the Hostel or as otherwise directed by the Fire Department.
- e. The Agency shall have a first aid kit available on the premises in a safe location and all staff shall be informed of the location.
- f. The Agency shall post emergency numbers for the Police, Fire Department, Ambulance and Poison Control Centre, near every telephone.
- g. The Agency shall permit inspections of the Hostel by the Health Unit's Medical Officer of Health, or his designate, at reasonable times, to ensure compliance with all applicable health regulations.

**4. Client Service Standards:**

- a. The Agency shall ensure 24-hour telephone access and shall ensure that the Hostel provides 24- hour Client intake services.
- b. The Hostel will be minimally open and accessible to Clients from 5:00 pm to 9:00 am every day and 24-hours a day on weekends.
- c. The Agency shall communicate all house rules and the residents' rights and complaint protocols, upon intake, to Clients.
- d. The Agency shall provide Clients with three nutritious meals per day.
- e. The Agency shall post menus. The food served shall provide appropriate and adequate nourishment in accordance with the Canadian Food Guide.
- f. The Agency shall provide each Client with sheets, pillowcases, bedding, face cloths and towels. Mattresses and pillows shall be made of, or covered with fire resistant materials and be of institutional quality.
- g. The Agency shall ensure sheets, pillowcases, bedding, face cloths and towels are changed weekly, or as required, or whenever a new resident occupies that bed.
- h. The Agency shall store, but not dispense, medication belonging to the client.

**5. Invoicing**

- a. Unless otherwise arranged, the Agency shall submit monthly invoices, showing the service provided and aggregate totals, in a format approved by the City.
- b. The Agency shall complete, and require each Client to sign a "*Shelter Resident Consent Form*" prior to claiming the Per Diems for eligible Clients. These forms shall accompany each monthly invoice submitted to the City.

**6. Reporting Requirements:**

The Agency shall provide the following reports to the Director:

- a. Verification of annual Fire inspection from the Fire Department.
- b. All health inspection reports issued by the Health Unit.
- c. Annual verification that the general liability insurance required under this agreement is still in effect in the prescribed amount and form.
- d. Client information data, as required.
- e. Service and program outcomes, as required.
- f. Quarterly financial statements (unaudited) which shall indicate how, all funds received from the City were expended.
- g. Annual Audited Annual Financial Statement; which shall indicate how, all funds received from the City were expended.

**7. Inter-Agency Service:**

- a. The Director and City Staff will use their best efforts to provide the Agency with timely notification of changes in relevant City policy, and/or Provincial legislation.
- b. The Director and City Staff shall inform the Agency of any complaints or suggestions about that Agency that it may receive.
- c. The Agency will inform the Police and other agencies when they have knowledge or a reasonable belief that a Client may pose a danger to self or others. The Agency also acknowledges that they do not need to obtain the Client's permission to release information under such circumstances.

**End of Schedule "A"**

## **Schedule B**

### **Purchase of Service Specifications Brock Mission**

**1. Number / Type of Beds Purchased from the Agency by the City:**

The City shall purchase from the Agency for the term of this agreement:

Up to 10 female adult (over the age of 24) Emergency Hostel Beds per day;

**2. Payment:**

- a. The City shall pay the Agency a Per Diem amount for any day on which an eligible client resides in the Emergency Hostel and receives Emergency Hostel services. The Per Diem is established from time to time by the Province of Ontario and approved by City of Peterborough Council.

The Per Diem shall be the current municipal hostel per diem rates as set out in the annual municipal budget process. The rate for 2009 is \$48.05

- b. The City shall pay for daily personal needs, as defined in, and in accordance with the requirements of, the *Ontario Works Act, 1997*, or any successor legislation thereto, for each eligible Client, to the Agency, who shall administer such funds in accordance with this Agreement.

The daily personal needs as determined by the Ontario Works Act 1997 for the year 2009 is \$4.10/day.

**End of Schedule "B"**