



Social Services and Housing Committee Agenda

Thursday, December 7, 2017
Council Chambers
County Administration Centre, Walkerton

1. Declaration of Pecuniary Interest

2. Action Items

- A. Approval for Reserve Fund Expenditure for the Dorrell Young Memorial Fund (attached)
- B. Community Delivered Rent Supplement Pilot Program (attached)
- C. Speech and Language Service Agreement (attached)

3. Information Items

- A. Amendment - Russel Meadows Assignment Agreement & Direction (attached)
- B. Q3 - Bruce County Community Housing Registry Waitlist Update (attached)
- C. Q3 - Licensed Child Care and Fee Subsidy Summary (attached)

4. Next Meeting

January 4, 2018

6. Adjournment



Committee Report

To: Warden
Members of the Social Services and Housing Committee

From: Christine MacDonald
Director of Social Services and Housing

Date: December 7, 2017

Re: Approval for Reserve Fund Expenditure for the Dorrell Young Memorial Fund

Recommendation:

That approval be granted to draw from the Dorrell Young reserve an amount not exceeding \$4,000 for the 2017 Christmas Program.

Background:

The Dorrell Young Fund was established in 2014 in memory of Dorrell Young who was a staff member in the Social Services division. The fund ensures that families in most need receive a gift for their child(ren) during the Christmas season. Funds are established from donations from private citizens, groups and corporations.

For 2017, it is estimated that the donations received will be \$6,000. The budgeted expenditure is \$10,000. Therefore, we are requesting approval for the difference, not exceeding \$4,000, to be funded from the reserve. The reserve had a balance of \$6,932 at January 1, 2017.

Financial/Staffing/Legal/IT Considerations:

There is no staffing, legal or IT considerations associated with this report. The reserve balance statement was reviewed to determine the available balance of the reserve.

Interdepartmental Consultation:

There was no interdepartmental consultation associated with this report.

Link to Strategic Goals and Elements:

Goal #5 Eliminate our own red tape
E- Focus on the internal and the external customer/client's needs first.



Corporation of the County of Bruce
Social Services and Housing

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Written by: Angela Schmidt, Business Manager

Approved by:

A handwritten signature in black ink, appearing to read "Kelley Coulter", is written over a light grey horizontal line.

Kelley Coulter
Chief Administrative Officer



Committee Report

To: Warden
Members of the Social Services and Housing Committee

From: Christine MacDonald
Director of Social Services and Housing

Date: December 7, 2017

Re: Community Delivered Rent Supplement Pilot Program
Guidelines & YMCA Contribution Agreement

Recommendation:

That the Guidelines for the Community Delivered Rent Supplement Pilot Program be approved; and

That the Expression of Interest (EOI) from YMCA Owen Sound Grey Bruce be approved for funding from the Social Infrastructure Fund for the delivery of the Community Delivered Rent Supplement Pilot Project; and

That a by-law be introduced authorizing the Warden and the Clerk to execute a Contribution Agreement between the YMCA Owen Sound Grey Bruce and the County of Bruce for the 2016 Social Infrastructure Fund, Operating Component for the delivery of the Community Delivered Rent Supplement Pilot Program.

Background:

Bruce County received an allocation of \$1,826,100 for the 2016 Social Infrastructure Fund (SIF). A portion of the funds, \$203,940, has been allocated to the Community Delivered Rent Supplement Pilot Program.

In June 2017, an EOI for the Community Delivered Rent Supplement Pilot Project was re-released to the public. Two applications were received.

A review panel made up of four staff from the Human Services Department, Corporate Services, and Planning on Economic Development reviewed the EOIs and rated them using the weighting scale provided in the EOI.

The YMCA received the highest score and is therefore being recommended for approval to receive \$203,940 in funding.



The YMCA has offered housing services for over 17 years by helping residents of Bruce County find and maintain affordable housing. The YMCA will develop a Housing First Program for residents. The YMCA will use internal funding to identify and screen individuals and families to participate in the program. SIF money will be used to pay a rent supplement directly to landlords to make their housing more affordable. The YMCA will also offer wrap around supports such as life skills training and employment counselling to help residents maintain their housing.

Financial Considerations:

All financial implications for the Community Delivered Rent Supplement Program will fall within the SIF program and managed within the program criteria. Money for legal services has been allocated from the SIF program's administration dollars.

Staffing Considerations:

Staff time will be needed to complete the required reporting and administration of the SIF program. Housing staff will fill the required need.

Legal Consideration:

Housing Services staff have worked in conjunction with Bruce County's solicitor to draw up the Contribution Agreement to ensure proper legal requirements and consideration are included.

IT Considerations:

There are no IT considerations associated with this report.

Interdepartmental Consultation:

Members of Corporate Services and Planning and Economic Development Departments participated as members of the evaluation committee to review and evaluate the EOs alongside Housing staff.

Link to Strategic Goals and Elements:

- Goal #3. Find creative new ways to engage our public
- Goal #5. Eliminate our own red tape.
- Goal #6. Explore alternate options to improve efficiency and service
- Goal #9 Coordinate concerted efforts to advance our agenda

Written by: Tania Dickson, Housing Services Manager



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Social Services and Housing

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Approved by:

Kelley Coulter
Chief Administrative Officer

2017

Community Delivered Rent Supplement Pilot Program

Human Services Department



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Corporation of Bruce County
Human Services Department

Community Delivered Rent Supplement Pilot Program Guidelines

INTRODUCTION

In June 2016, the Social Infrastructure Fund (SIF) was announced. This is a joint initiative between the provincial and federal government. The 2016 SIF Program objectives support the outcomes of the Long Term Affordable Housing Strategy: to decrease the number of people who are homeless: and to increase the number of households achieving housing stability.

The County of Bruce, as Service Manger has been provided with a notational funding allocation of \$695,000 for the fiscal year 2016/2017. Of this \$203,940 was committed to the Community Delivered Rent Supplement Pilot Program in Year 1.

The SIF program provides flexibility and options for Service Managers to address local needs and priorities. Funds can be directed to new Rental Housing (affordable and/or supportive), Homeownership, Ontario Renovates, Rent Supplements and/or Housing Allowances.

SCOPE OF PROGRAM GUIDELINES

These program guidelines are intended to describe the various rules and regulations of the Community Delivered Rent Supplement Pilot Program.

The Pilot Program is intended to be a subdivision of the County's Rent Supplement Program. The rules, regulations and abilities set out herein are for the clients/agencies that have signed into an agreement with the County of Bruce under the Community Delivered Rent Supplement Pilot Program and do not apply to clients housed solely under the County of Bruce's Rent Supplement Program.

The County of Bruce recognizes that adjustments or enhancements to the program design may occur as a result of changes imposed by the Ministry of Housing on all programs funded through the SIF program.

The County of Bruce reserves the right to update or alter these guidelines at any point during the term of the program. Any finalized updates or alterations to theses guidelines will be communicated to all partnering community agencies in writing.

PURPOSE

The purpose of the Pilot Program is to develop a housing first rent supplement program which addresses chronic and episodic homelessness in our community, by integrating wrap around client support services through partnerships with community agencies.

In careful consideration of the goals and targets established in Bruce County's 10-year Housing and Homelessness Plan, a need in our community for supportive housing was identified.



Community Delivered Rent Supplement Pilot Program Guidelines

The Community Delivered Rent Supplement Pilot Program model uses the expertise of local community organizations to identify clients in need of safe and stable affordable housing. These community agencies are given the ability to select individuals, conduct client intake, provide unit search assistance, assist with client paperwork, and take a lead role in tenant/landlord relations support for a specific number of rent supplement units as identified in the agreement. The community agencies are required to maintain ongoing support for these clients within the scope of their supportive services structure.

PROGRAM OBJECTIVES

Based on Bruce County's Long Term Housing Strategy (2013-2023), Bruce County seeks to achieve the following program objectives:

- To help low-income individuals close the gap between their income and housing expenses;
- To improve the range of supports to assist people at risk of homelessness to remain housed;
- To offer a comprehensive range of supportive housing options for residents with complex needs due to aging, disabilities, mental health issues and addictions;
- To increase the supply and mix of affordable housing options for low - to moderate income households;
- To reduce the length of time and number of people that experience homelessness; and
- To promote practices that make the housing and homelessness support system more accessible and welcoming.

PROGRAM TARGETS

Based on the Bruce County's Long Term Housing Strategy (2013-2023), the County of Bruce seeks to achieve the following targets:

- 80% of Housing First clients are successful in retaining their housing at the 3 month follow-up;
- 70% of Housing First clients are successful in retaining their housing at the 12 month follow-up;
- 75% of Housing First clients report good or improved quality of life (satisfaction with life and services received).

PROGRAM END DATES

Under the SIF 2016 the Government of Ontario has stated that funding for the programs created under the SIF 2016 cannot extend past March 31, 2024. For the purpose of these program guidelines, this date will be considered as the Community Delivered Rent Supplement Pilot Program end date.

COMMUNITY AGENCY ELIGIBILITY

Private sector, non-profit, charitable corporations and partnerships between agencies are eligible and must:

- ❖ Have experience providing services to individual and households in need of supports and who are experiencing or are at risk of homelessness, including, but not limited to households who may be experiencing:
 - Chronic or episodic homelessness



Community Delivered Rent Supplement Pilot Program Guidelines

- Mental health issues
 - Addictions or problematic substance use issues
 - Chronic medical condition(s)
 - Repeat contact with the criminal justice system
 - Repeat use of inpatient and/or emergency medical services
 - Exiting the child welfare system
 - Exiting the criminal justice system
 - Exiting mental health or psychiatric inpatient facilities
 - Exiting dependency treatment facilities
 - Exiting hospitals or health care facilities
 - Multiple and/or serious barriers to housing stability such as poor rental histories, poor credit records, criminal histories, and/or histories of rental instability;
- ❖ Possess the staff resources and financial capability to undertake the Community Delivered Rent Supplement Program delivery and reporting requirements; and
 - ❖ Enter into an agreement with Bruce County to maintain the minimum program client levels and supportive services until its expiry on March 31, 2024.

Bruce County reserves the right to include such additional terms and conditions governing the provision of assistance to a proponent as may be required.

ROLE OF COMMUNITY AGENCIES

All participating community agencies that sign in to an agreement with Bruce County for the Community Delivered Rent Supplement Program will be responsible for the following:

- Identifying the individual/families and assessing eligibility;
- Search assistance to assist clients find affordable, safe and adequate housing (particular focus on client choice is strongly encouraged where or when available);
- Ensuring that the client's unit is safe for habitation using the unit safety inspection form provided by Bruce County. Bruce County will be available to all community agencies as a resources in the unit safety determination process;
- Providing ongoing supportive services over the term of the agreement;
- Connecting clients with other local support services as needed;
- Engaging in preventative and responsive measures with landlords, ensuring a high landlord retention level;
- Ensuring units are steadily occupied over the term of the agency's commitment to the Community Delivered Rent Supplement Program. There is an expectation that client/unit vacancies be no longer than 60 days;
- Securing adequate housing that is more permanent for the individuals and families before the program funding comes to an end on March 31, 2024; or before a client is no longer eligible for the support services provided;
- Provides updates to the Service Manager of changes to the program lead contact and organizational contact information as they occur; and
- Reporting to Bruce County as required.



Community Delivered Rent Supplement Pilot Program Guidelines

COMMUNITY AGENCY SUPPORT SERVICES

Funding through the Community Delivered Rent Supplement Pilot Program is only available to cover partial rent costs and will only be provided as long as the tenant is receiving support from the community agency. Community agencies must provide details quarterly to the SM on the support services to be provided (staffing level minimums and average support hours to be provided per week per individual or family). Under the program, an average of three (3) hours per week of support per individual or family. As requirements for support decrease, the community agency should encourage the client to add their name to Bruce County's Community Housing Registry, if eligible.

ROLE OF THE SERVICE MANAGER

Bruce County, in its role of Service Manager will be responsible for the following:

- The allocation and distribution of Social Infrastructure Fund into or out of the program;
- The disbursement of SIF funds to agency participants on a quarterly basis;
- The quarterly reconciliation of SIF program funding to community agencies;
- The evaluation of the Community Delivered Rent Supplement Program and the participating community agencies;
- The removal of participating community agencies from the program when needed;
- Reporting to the Ministry of Housing as required;
- The creation of updates to standardized program forms, if needed;
- The creation of updates to program agreements, if needed;
- The development of an annual program delivery report; and
- The availability of SM staff to all community agencies as a resource for the unit safety determination process and rent calculations.

FUNDING ALLOCATIONS

Bruce County, through the SIF program, may provide a rent supplement of \$230 (utilities inclusive) or \$330 (utilities extra) per household per month until the client leaves the program, no longer qualifies for the program, or until the program end date of March 31, 2024; whichever comes first. The funding will be made available starting on January 1, 2018. The SM reserves the right to raise or lower the monthly amount stated at any point in the agreement, in order to meet increased local needs or budgetary constraints.

Bruce County will provide a one-time administrative funding to assist in the start-up costs for the program.

The client is expected to pay the difference between the unit market rent and the rent supplement paid to the landlord by the community agency. The client is to pay this amount directly to the landlord on time and in a manner agreed upon in the lease.

Bruce County will flow funding quarterly to the community agencies at the beginning of the period, as per the unit funding projections. Bruce County will ensure that the funds are dispersed with plenty of time for the community agencies to meet their obligations to the landlord.



Community Delivered Rent Supplement Pilot Program Guidelines

When a client transitions from the program, the community agency is expected to fill the vacant unit of support as soon as possible. Bruce County maintains the ability to discontinue funding for a vacant unit of support at any point, based on the availability of funds. It is expected that approximately 10 households (individuals and families) will be assisted by this program at time.

AFFORDABLE RENT SUPPORT AMOUNT

Community agencies will determine rent support amounts to be paid to the landlords on behalf of each household. This will bridge the affordable rent that a household pays, based on its gross income and the actual market rent. The community agencies are encouraged to use Bruce County staff as a resource for this rent support determination.

HOUSEHOLD ELIGIBILITY

To be eligible for the program, household must be experiencing or are at risk of experiencing episodic or chronic homelessness and either be on Bruce County's Community Housing Registry or meet the citizenship eligibility requirements and have gross household income below the Housing Income Limits (HILs). The SM will provide HIL amounts as well as Average Market Rent limits to the community agencies.

ELIGIBILITY REQUIREMENTS:

- Must be a Canadian citizen, permanent resident, sponsored immigrant or have refugee claimant status with no enforceable deportation, departure or exclusion order;
- Must be at least 16 years of age;
- Client's household income should be at or below the most recent HILs

Funding for clients or units that already receive a rental subsidy either directly or indirectly from Bruce County or like agencies are not eligible.

Individuals or families must be receiving or be in need of support services that the community agency is able to provide and sustain throughout the term of the program.

When the potential exists for a client to age out of the program causing them to no longer be eligible for the support services being delivered, the community agency must have an individualized exit strategy developed for each client.

Program clients are eligible to be on Bruce County's Community Housing Registry while enrolled in the program. Clients will not be offered units while enrolled in the program, but will be able to build chronological seniority on the Community Housing Registry while enrolled. Upon transition or exit from the program, clients may make their selections of housing available on the Community Housing Registry and may be offered units chronologically based on their initial eligibility date.

Individuals with arrears owing to social housing providers within or outside of Bruce County will be eligible for the Community Delivered Rent Supplement Pilot Program, as long as they meet all of the



Community Delivered Rent Supplement Pilot Program Guidelines

other eligibility requirements.

Program clients with arrears owing to a social housing provider within or outside Bruce County, may be eligible to be on Bruce County's Community Housing Registry, as long as they continue to be enrolled in the program. Program client's must have all arrears paid to be eligible for an offer any rent support or rent geared to income units managed by Bruce County or its housing providers.

UNIT ELIGIBILITY

For the purpose of these Community Delivered Rent Supplement Pilot Program guidelines, affordable housing is defined as rental housing facilities in which average rent for each unit is less than or equal to the most recently released Average Market Rent (AMR) levels published by Canada Mortgage and Housing Corporation (CMHA) for Bruce County SM area. The SM will ensure AMRs are provided to the community agencies at the beginning of the program and when any changes are made.

To be eligible, units must be modest, not exceed CMHC AMR, be in a satisfactory state of repair, meet local property standards, have no compliance orders/issues to local by-laws, Fire or Building Codes, meet local occupancy standards (in relation to the number of household members and number of bedrooms in the unit). Hostels units, group home or nursing and retirement homes are not eligible.

Funding payments are fully portable and not tied to a specific unit, and units occupied by client households (in-situ) are also eligible.

The units may be in private buildings, non-profit housing, or other affordable housing projects. However, only market rent units in non-profit housing provider developments are eligible, as program funding cannot be combined with rent-geared-to-income (RGI) or other rent supplement funding. The SM has the ability to inspect a client's unit, if it deems an inspection necessary for the determination of unit eligibility.

LANDLORD AGREEMENTS

The community agency is not required to enter into an agreement with the landlord, however, they may enter into a head lease with the landlord if they feel their client is unable to commit to a lease. In these situations, Bruce County shall not be responsible for any liabilities, costs, expenses, loss or damage occurred, sustained or suffered by any community agency, prior to, or subsequent to signing any agreements with outside entities while carrying out the duties of the Community Delivered Rent Supplement Pilot Program and these guidelines. The community agency must inform the SM if they hold direct ownership or have an invested interest in a unit that their client has leased.

CLIENT TRANSITION STRATEGY

Program clients that wish to transition from the program may do so at any time, however, their rent supports will not follow them. If a client holds and eligible status on the Community Housing Registry upon their transition, they may, with the help of the community agency, work with Bruce County staff to find a unit that is suitable with Bruce County's and housing provider portfolio. Program clients do not possess any form of priority status on the Community Housing Registry, unless they are determined to be eligible for an existing priority by Bruce County staff.



Community Delivered Rent Supplement Pilot Program Guidelines

Within the last six (6) months of the program end date (March 31, 2024), unless program funding is renewed, all clients enrolled in the program will be placed on the on Bruce County's Community Housing Registry. Bruce County staff and community agency staff must endeavour to find suitable housing for all clients with either a housing provider or a private landlord. The community agency will develop a communication plan to ensure all clients are aware of the programming ending.

CLIENT REMOVAL FROM THE PROGRAM

The community agency is responsible for client intake, transition and must have a process in place for the removal of subsidy when required. Client removal from the program is at the discretion of the community agency. Potential reasons for a client's removal from the program may include:

- Health and safety concerns for staff
- Client abandons the program for a prolonged period of time.

The community agencies are encouraged to use all options at their disposal to increase client retention levels. Upon the removal of a client from the program, the community agency must complete and submit a client exit report to Bruce County, detailing the reason(s) for removal.

COMMUNITY AGENCY REPORTING REQUIREMENTS

The community agencies delivering the Community Delivered Rent Supplement Pilot Program are required to complete the following client reports and submit the Bruce County staff as needed:

Funding Report:

- A quarterly financial report which identifies unit funding projections for the coming quarter and actual unit funding amounts from the previous quarter. (report templates will be provided)

Client Reports:

- A client intake report when a client is brought into the program;
- A client update report after the clients first 3 months and then annually after that;
- A client exit report when a client exits or graduates from the program; and
- Information on the type and amount of supports provided by the community agency will be requested.

ADMINISTRATION

The community agency must enter into a program agreement with Bruce County, for the third party delivery of the program and sharing of all requested client information.

Program and client data may be shared with external agencies in order to accurately identify the program's impacts on the community and other services delivery agencies.

Bruce County shall not be responsible for any liabilities, costs, expenses, loss or damage occurred, sustained or suffered by any community agency, prior to, or subsequent to, or by reason of any delay in the commencement of the program payments.

The community agency must maintain and keep secure an up to date client file containing a copy of the client's lease, a copy of the client agreement with the agency, all formal landlord correspondence, all formal client correspondence, and any other documents the SM may deem necessary.

All information relating to the client(s) that is provided to, collect or maintained by Bruce County, is subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M. 56 and the Personal Information Protection and Electronic Documents Act, 2000.

the Minister has designated The Corporation of the County of Bruce as the Service Manager for the purposes of the *Housing Services Act*, 2011, c. 27 for affordable housing in the service area of the County of Bruce.

- E. The Corporation of the County of Bruce, as the Service Manager, is responsible for administering the Program pursuant to the Service Manager Administration Agreement.
- F. The Proponent has responded to a request for proposals of the Service Manager by submitting its Proposal dated July 4, 2017 (the "Proposal") to undertake approximately 10 units under the Program in return for financial benefits from the Service Manager pursuant to the Program's "Rent Supplement Community Delivered Rent Supplement Pilot Project" (hereinafter "Pilot Program").
- G. The Service Manager has approved the Proposal subject to the conditions contained herein.
- H. The Proponent and the Service Manager are entering into this Agreement for the purpose of establishing the Proponent's obligations to the Service Manager under the Program and the Pilot Program and the Service Manager's provision of funding to the Proponent.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth and subject to the terms and conditions herein, the Service Manager and the Proponent agree each with the other as follows:

1. INTERPRETATION

- 1.1 In this Agreement, including its Schedules, unless the context requires otherwise, the following terms have the meanings set out in this Section:
 - "Affordable Housing Unit" means any unit which receives rent support funding through the Community Delivered Rent Supplement Program administered by the Service Manager herein;
 - "Business Day" means each Monday, Tuesday, Wednesday, Thursday and Friday except when any such day occurs on a statutory holiday observed in Ontario;
 - "CMHC" means Canada Mortgage and Housing Corporation;
 - "Funds" and "Funding" means Federal Funds or Provincial Funds, as the case may be, and paid in accordance with the Pilot Program;

- “Parties” means the Service Manager and the Proponent and “Party” means either 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;
-
- “Unit of Support” means a monthly allotment of funding intended to provide rent support to an individual or family through the terms of the Community Delivered Rent Supplement Pilot Program guidelines published by Bruce County and attached hereto as Schedule ‘B’.

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

Schedule A - Service Manager Administration Agreement

Schedule B - Community Delivered Rent Supplement Pilot Program Guidelines

Schedule C - Proposal by Proponent dated July 2017 and Letter of Commitment by the Service Manager

Schedule D - Communications Protocol

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 otherwise stated.

FUNDING AND TERMS OF FUNDING

1.5 The Proponent acknowledges that, pursuant to the terms of the Service Manager Administration Agreement, the Service Manager is responsible for the administration of the Funding for the Pilot Program to the Proponent, together with monitoring compliance with the terms and conditions contained in the Service Manager Contribution Agreement and the terms and conditions set out in this Agreement

1.6 The Service Manager shall disburse the amount of the Funding in accordance with the Guidelines attached hereto as Schedule ‘B’.

- 1.7 The Service Manager may at its sole discretion discontinue or suspend the Funding for a vacant Unit of Support at any point based on the availability of Funds.
- 1.8 The Service Manager may at its sole discretion increase the Funding to the Proponent's total Units of support, based on a written agreement between both parties and the availability of Funds.
- 1.9 **No Liability:** The Service Manager, in its sole discretion, determines the qualifications and valuation of all requirements for the Program and the Pilot Program. The Proponent hereby releases the Service Manager from any and all liability arising from a determination by the Service Manager that the Proponent does not meet the qualifications or guidelines of the Program or Pilot Program for the Funding or any portion thereof.
- 1.10 **No Agency:** The Proponent is not, and shall not be, the agent of the Service Manager for any purpose. There shall be no third party beneficiary of this Agreement, express or implied, and the Service Manager shall not be liable for any debts or claims against the Proponent or against the Affordable Housing Unit.

2. TERM

- 2.1 **Term of Agreement:** This Agreement and the obligations herein shall be in full force and effect from February 1, 2017 to March 31, 2024.

3. ACCESS, MONITORING AND ACCOUNTABILITY

- 3.1 **Access to Records:** The Proponent shall, upon forty-eight (48) hours prior written notice, permit free access by the Service Manager, its employees or agents, at all reasonable times, to the financial records and other records of the Proponent relating to the Project (including books, payroll, accounts, records, bank statements, quantity surveys, reports, studies and paid invoices) at any of its places of business for audit, investigation or inquiry purposes. Any such audit, investigation, or inquiry may be performed by staff of the Service Manager or by outside auditors, at the Service Manager's discretion, acting reasonably. The Proponent shall permit copies and extracts to be taken from such books and records and shall furnish the Service Manager with such additional information as it may reasonably require with reference to such books and records at the expense of the Proponent.

- 3.2 **Record Keeping:** The Proponent shall preserve the books and records referred to above and, in addition, retain the verification of income from tenants residing in Affordable Housing Units and other such records in a form satisfactory to the Service Manager.
- 3.3 **Provision of Information and Reporting:** The Proponent agrees that it shall cooperate with the Service Manager in the performance of any review or evaluation of the Project and shall supply information as requested to confirm adherence to this Agreement, including the submission of an annual report in a form acceptable to the Service Manager.
- 3.4 **No False Information:** The Proponent represents that it has not provided any false or misleading information in the Proposal and agrees that it shall not provide any false or misleading information to the Service Manager under this Agreement.
- 3.5 **Other Information:** Without limiting the Proponent's obligations under Sections 4.1, 4.2 and 4.3, the Proponent, if requested by the Service Manager, shall forthwith submit to the Service Manager the material required to be submitted to the Service Manager pursuant to the said section, in addition to any such material that the Proponent may have previously submitted to the Service Manager at the expense of the Proponent.
- 3.6 **Consent to Release of Information:** The Proponent consents to the Service Manager releasing any information, documents, books, records, accounts, and any other materials or information that the Service Manager possesses, without limitation, to the Minister for the purpose of the Minister verifying compliance with the Service Manager Administration Agreement.
- 3.7 **Time Period:** The provisions of Section 4 shall continue to apply for a period of seven (7) years following the end of the Term of this Agreement or the date of any early termination of this Agreement.

4. COVENANTS OF PROPONENT

- 4.1 **General Covenants:** The Proponent covenants and agrees with the Service Manager that it shall:
- (a) Comply with the Community Delivered Rent Supplement Program Guidelines and the requirements imposed on the Proponent under

the terms of the Service Manager Administration Agreement;

- (b) Deliver to the Service Manager the statements and reports as required by this Agreement or other statements and reports as requested by the Service Manager;
- (c) The Proponent shall:
 - i. preserve the Personal Information Protection and Electronic Documents Act (PIPEDA) compliance of all PIPEDA Protected Information transferred to it by the Service Manager;
 - ii. ensure the PIPEDA compliance of all PIPEDA Protected Information the Proponent collects in the course of performing the Proponent's contractual obligations; and
 - iii. ensure the PIPEDA compliance of all PIPEDA Protected Information that the Proponent transfers to any third Party.
- (d) **Negative Covenants of the Proponent:** The Proponent covenants and agrees that, so long as any obligation is outstanding by the Proponent hereunder, the Proponent will not, without the prior written consent of the Service Manager and/or the Minister, which consent may be unreasonably withheld:
- (e) Rent any Affordable Housing to the Proponent or Shareholders or Directors of the Proponent, or any individual not at arm's length to the Proponent or Shareholders or Directors of the Proponent; or
- (f) Assign this Agreement.

5. REPRESENTATIONS AND WARRANTIES OF PROPONENT

5.1 The Proponent represents and warrants to the Service Manager as follows:

- (a) **Power and Authority:** The Proponent has full corporate power, legal right, and authority to enter into this Agreement and to do all acts and things as are required or contemplated hereunder to be done, observed, or performed by it.

6. CONDITIONS

6.1 The provision of Funding pursuant to this Agreement is subject to the following conditions precedent, each of which is for the exclusive

benefit of the Service Manager and may be waived in full or in part by the Service Manager by written notice to the Proponent:

- (a) The Service Manager and the Proponent having signed this Agreement and the Proponent is in compliance with this Agreement;
- (b) The representations and warranties of the Proponent set forth herein shall be true and correct and, if requested by the Service Manager, the Proponent shall have delivered a certificate to such effect;
- (c) The Proponent meeting all of the conditions of funding contained in the Letter of Commitment from the Service Manager addressed to the Proponent dated November 22, 2017 and the Conditions noted in Section 5 of this Agreement;

6.2 If any of the conditions contained in Section 7.1 have not been fulfilled on the date for the disbursement of the Funding and are not waived by the Service Manager, the Service Manager shall be under no obligation to make any advance of the Funding to the Proponent and the Service Manager shall thereupon have the right to terminate this Agreement and, in that event, neither party to this Agreement shall have any rights or obligations hereunder save and except that the Service Manager may, notwithstanding such termination, bring an action against the Proponent for all losses, costs and expenses, including, without limitation, reasonable legal fees incurred by the Service Manager in connection with this Agreement where the non-performance or non-fulfillment of a condition is a result of a breach of a covenant by the Proponent.

7. COMMUNICATIONS PROTOCOL

7.1 The Proponent acknowledges that the terms of the CMHC-Ontario Agreement for Social Infrastructure Fund 2016 require the Service Manager to coordinate with the Minister and CMHC and/or obtain their approval with respect to publicity relating to projects funded in accordance with this Agreement, including advertising, written materials and signs, messages, public statements, press conferences, news releases, announcements, official ceremonies and special events, in each case, for projects funded in accordance with this Agreement. The Proponent shall ensure that there will be no such publicity, advertising, signs, messages, public statements, press conferences, news releases, announcements, official ceremonies or

special events without the prior written consent of the Service Manager. A copy of the Communications Protocol Requirements of the CMHC-Ontario Agreement for Social Infrastructure Fund 2016 is attached as Schedule "D". The Proponent agrees that it shall not do or omit to do any act which will cause the Service Manager to be in breach of these requirements.

8. INDEMNIFICATION AND INSURANCE

8.1 **Indemnification by Proponent:** The Proponent agrees that it will indemnify and save harmless the Service Manager, the Minister and/or CMHC and its officers, employees, servants, agents, successors and assigns from and against any and all claims as a result of third party claims or otherwise, whatsoever including all injury, damages, liabilities, expenses, costs, including legal or other fees incurred in respect of any such claim or claims, or any cause or proceeding brought thereon arising directly or indirectly from or in connection with this Agreement, any agreements with respect to the Funding and/or the Service Manager Administration Agreement (the "said Agreements") including claims arising out of misuse of the Funding and/or negligence of any party to the said Agreements and, specifically, all directors, employees, agents, volunteers or independent contractors of the Proponent. Such indemnification shall survive the termination of the said Agreements for claims arising from or out of incidents occurring during the term of the said Agreements.

9. EVENTS OF DEFAULT AND REMEDIES

- 9.1 Upon the occurrence of any one or more of the following events (each an "Event of Default"):
- (a) the failure of the Proponent to perform, observe or comply with any other term, covenant, condition or provision of this Agreement, including without limitation, the Schedules or any agreement in respect of the Funding and/or the Service Manager Administration Agreement, within 10 days of receipt of written notice of the "failure" from the Service Manager provided the Proponent shall not be deemed to be in default if within the said period of ten (10) days, the Proponent commences the necessary action to remove the "failure" and such action is diligently prosecuted;
 - (b) any representation or warranty made by the Proponent in this

Agreement proves to have been untrue or misleading in any material respect as of the date on which it was made;

- (c) any person commences an action, suit or proceeding materially affecting the Proponent or files a lien against the Affordable Housing Unit, or any person shall commence an action, suit or proceeding contesting or questioning the validity or enforceability of this Agreement, unless the Proponent shall diligently contest such action, suit or proceeding and discharge any such lien forthwith without the requirement of notice by the Service Manager and post such bonds, cash or letters of credit or give such other security in order to obtain such discharge in amounts and on terms satisfactory to the Service Manager, acting reasonably;
- (d) the Proponent ceases to carry on business;
- (e) the Proponent:
 - i. becomes insolvent or unable to pay its debts as they become due; or
 - ii. files a petition in bankruptcy or voluntary petition seeking reorganization or effect a plan or other arrangement with creditors; or
 - iii. makes an assignment for the benefit of creditors under the *Bankruptcy Act* (Canada) or any other insolvent debtors' legislation; or
 - iv. applies for or consents to the appointment of any receiver or trustee for it or of all or any substantial part of its property and assets; or
 - v. voluntarily liquidates or winds-up or suffers itself to be liquidated or wound-up;
- (f) any of:
 - i. an involuntary petition seeking the adjudication of the Proponent as bankrupt or insolvent not removed within 30 days; or
 - ii. an order of any court or other authority appointing any receiver or trustee for the Proponent or for all or any substantial portion of its property and assets; or a writ of execution, judgment or writ of attachment or any similar process which may, in the reasonable opinion of the Service Manager, materially impair the ability of the Proponent to perform its obligations under this Agreement or any of the Security Documents shall be made, given or issued against the Proponent or in respect of its property and assets, and such petition, order, writ or judgment is not vacated for stayed within 15 days after its date; and then, at its option, the Service Manager may commence such other legal

actions or proceedings against the Proponent, as may be permitted hereunder, or at law or in equity, all as it, in its sole discretion, deems expedient. The Proponent hereby acknowledges that the Service Manager remedies are cumulative and not mutually exclusive.

10. NOTICE

- 10.1 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:

In the case of notice to the Service Manager:
The Corporation of the County of Bruce
325 Lambton St.
Kincardine, Ontario N2Z 2X4
Tel: (519) 396-3439 Fax: (519) 396-3439

In the case of notice to the Proponent:
YMCA Owen sound Grey Bruce
1450 1st Ave. E., Suite 4A
Owen Sound, Ontario N4K 6W2
Tel: (519) 371-9222 Fax: (519) 71-8856

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 the 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 Business Day after

its transmission.

11. GENERAL

- 11.1 Notwithstanding any of the terms of this Agreement, the Service Manager shall have the option of waiving any or all of its 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.
- 11.2 Except as previously disclosed in writing to the Service Manager, the Proponent is not a party to any agreement or instrument or subject to any restriction or any judgment, order, writ, injunction, decree, rule or regulation which materially and adversely affects the business, operations, prospects, properties or assets, or condition, financial or otherwise, of the Proponent.
- 11.3 The Proponent shall indemnify and save harmless the Service Manager from all claims, costs, all matter of actions, cause and causes of action, duties, dues, accounts, covenants, demands or other proceeding of every kind or nature whatsoever at law or in equity arising out of this Agreement and out of the operation of the units including claims arising out of negligence of the Proponent and specifically, all claims arising out of the intentional or criminal acts of any officers or directors, employees, agents, volunteers or independent contractors of the Proponent. Such indemnification shall survive the termination of this Agreement for claims arising from or out of incidents occurring the term of this Agreement.
- 11.4 Any power, right or function of the Service Manager contemplated by this Agreement may be exercised by any employee or agent of the Corporation of the County of Bruce who is specifically authorised in this regard.
- 11.5 It is understood that the *Municipal Freedom of Information and Protection of Privacy Act* shall apply to all records submitted to or created by the Service Manager pursuant to this Agreement.
- 11.6 The Proponent acknowledges and agrees that the disbursement of Funds by the Service Manager to the Proponent pursuant to this Agreement is subject to necessary appropriations from the Federal Parliament, the Provincial Legislature and Municipal Council. The Service Manager shall have no liability in the event the respective appropriations are insufficient to meet the funding obligations.

- 11.7 Nothing in this Agreement is to be construed as authorising 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 Service Manager and the Proponent as partners of each other.
- 11.8 No member of:
- (a) the House of Commons or Senate of Canada; or
 - (b) the legislative Assembly of Ontario; or the Municipal Council or governing body of any Municipal Agency, board or Commission, including municipalities as a Service Manager 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 Program.
- 11.9 All of the remedies available to the Service Manager under this Agreement at equity and/or at law are cumulative and are not alternative and the Service Manager shall not be precluded from availing itself simultaneously of some or all of the said remedies.
- 11.10 Notwithstanding any of the terms of this Agreement, the Service Manager shall have the option of waiving any or all of its 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.
- 11.11 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 Service Manager and the Proponent or their respective solicitors on their behalf, who are hereby expressly appointed in this regard.
- 11.12 Any tender of documents or money hereunder may be made by the Service Manager or the Proponent or their respective solicitors.
- 11.13 This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 11.14 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.

- 11.15 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.
- 11.16 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.
- 11.17 This Agreement shall be read with all changes of gender and number required by the context.
- 11.18 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.
- 11.19 If more than one entity is a party to this Agreement as Proponent, all references to the Proponent shall include all of the said entities, and this Agreement shall be binding on each jointly and severally.
- 11.20 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 5.2 restricting the Proponent's ability to assign this Agreement.
- 11.21 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.

This Agreement has been executed on behalf of the parties by their respective authorized officers.

THE CORPORATION OF THE COUNTY OF BRUCE

Per: _____

Name:

Title: Warden

Per: _____

Name:

Title: Clerk

We have authority to bind the corporation.

YMCA Owen Sound Grey Bruce

Per: _____

Name:

Title:

Per: _____

Name:

Title:

We have authority to bind the corporation.



Committee Report

To: Warden
Members of the Social Services and Housing Committee

From: Christine MacDonald
Director of Social Services and Housing

Date: December 7, 2017

Re: Speech and Language Service Agreement

Recommendation:

THAT approval be granted to repeal by-law 2016-049, which outlines Bruce County's standing agreement for speech and language services with Thames Valley Children's Centre.

THAT a new by-law be introduced for speech and language services with Thames Valley Children's Centre effective January 1, 2018 until December 31, 2019.

Background:

As of July 1, 2016, Thames Valley Children's Centre has delivered speech and language services on behalf of Bruce County from their regional offices in Bruce. Thames Valley Children's Centre takes a lead role in delivering preschool services, and as one of many programs offered, the speech and language services sit as part of a program portfolio that work to provide an integrated service delivery model for children and their families.

The *Integrated Preschool Speech and Language Services in Grey Bruce* Program receives funding from a variety of sources including both the Ministry of Education and the Ministry of Children and Youth Services. Through a standing service agreement, the County of Bruce has provided \$26,650 annually to this program, representing a portion of the total program funding.

In late 2017, the Ministry of Education informed CMSM's that full responsibility for specific specialized children's services, including speech and language services, would be formally transitioned to the Ministry of Children and Youth Services (MCYS). System service managers were directed to develop transition plans with community partners and program leads to



phase out annual funding allocations from the Ministry of Education so that the MCYS could address service provisions as part of their overall plan to respond to demands of special needs children and their families. This change is part of a strategic effort to properly align program delivery and transition out of scope program funding away from the Ministry of Education. In response to the Ministry's directive, a transition plan has been created, reducing funding allocations to \$18,000 in 2018 and \$9,000 in 2019, ending the service agreement between Bruce County and Thames Valley Children Centre effective December 31, 2019.

Legal:

The Service Agreement includes standard clauses and language with regard to the delivery of human services which were previously reviewed by County of Bruce legal counsel.

Financial/Staffing/Legal/IT Considerations:

A budget amendment will be made to the 2018 Children's Services budget to include this expenditure through a reallocation from within the program budget. This expenditure will be included within the Preschool Resource Program which is provincially funded to support children with special needs. Provisions for flowing funding for speech and language services are outlined in the service agreement.

Interdepartmental Consultation:

There was interdepartmental consultation.

Link to Strategic Goals and Elements:

Goal #5 - The Elimination of Red Tape.

Element # E - Focus on the internal and external customer/client needs first through providing community based services.

Written by: Andrea Riley, Children's Services Program Manager, Social Services and Housing

Approved by:

Kelley Coulter
Chief Administrative Officer

BY-LAW NUMBER – ###

Service Agreement

This Agreement made in triplicate this December 7, 2017.

B E T W E E N:

**The Corporation of the County of Bruce
(the "County")**

- and -

**THAMES VALLEY CHILDREN'S CENTRE
(The "Operator")**

WHEREAS the County has the authority, pursuant to the *Child Care and Early Years Act*, to enter into this Agreement for the provision of speech and language services;

AND WHEREAS the Operator agreed to provide speech and language services described in the attached Speech and Language Services Schedule; in accordance with the terms and conditions of this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in this agreement, the parties agree as follows:

1. Definitions

In this Agreement:

- "Agreement" means this Agreement and the schedule attached hereto as at the date hereof and as amended from time to time.
- "Child" or "Children" means a child or children who receive speech and language services pursuant to this Agreement.
- "Child Care and Early Years Act" means the *Child Care and Early Years Act* and accompanying regulations, as amended, or any successor legislation thereto.
- "County Staff" means the staff of The Corporation of the County of Bruce authorized to exercise the rights and perform the duties under this Agreement.
- "*Human Rights Code*" means the *Human Rights Code, R.S.O. 1990, c. H19*, as amended, or any successor legislation thereto.

- "Province" means the Ministry of Education for the Province of Ontario or any successor ministry, department or government body.
- "*Municipal Freedom of Information and Protection and Privacy Act*" means the *Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56*, as amended, or any successor legislation thereto.
- "Parent" means the person or persons who are the natural parents of a Child or the person or persons having legal custody or guardianship of a Child.

2. Provision of Service

The Operator agrees:

- (a) to provide services in accordance, as amended from time to time, (unless not applicable as indicated in this Agreement), speech and language services as outlined in the Speech and Language Services Schedule A.
- (b) to participate, in a meaningful way, in such community initiatives/committees that are relevant to the delivery of special needs services in the County of Bruce collaboratively with Bruce County and other relevant service providers;

3. Term and Termination

- 3.1 This Agreement shall commence on the January 1st, 2018 and will end on December 31, 2019 OR as terminated under Section 3.2 of this agreement.
- 3.2 (a) This Agreement shall be terminated immediately by giving written notice if,
 - (i) the Operator has become insolvent, committed an act of bankruptcy, or purported to assign the benefit of this Agreement without approval from the County; or
 - (ii) the County determines upon reasonable grounds that the Operator is in breach of the terms of this Agreement.

(b) Notwithstanding subsections (a) and (b) of this section, either party may terminate the whole or part of this Agreement by giving the other party sixty (60) days of notice in writing.
- 3.3 In the event that this Agreement is terminated under section 3.2, the Operator shall, during the notice period, provide only those services which the Director determines are reasonably required to complete the service in progress and shall forthwith refund to the County any and all monies advanced by the County to the Operator that the Operator has not expended in accordance with the attached Schedule, or the terms of this Agreement. If the Agreement is terminated in part, all obligations with respect to the provision of all other services continue in full force and effect.

4 Consideration

- 4.2.1 The County will pay to the Operator admissible expenditures incurred pursuant to this Agreement. The County reserves the right within reason to determine the amounts, times and manner of such payments.
- (b) It is agreed and understood that the County of Bruce may withhold payments if the Operator is in breach of its obligations under this Agreement.
- (c) The Operator shall hold any funds advanced to the Operator by the County in trust for the County until such time as the funds are expended in accordance with this Agreement.

5 Municipal Access and Consultation

- 5.2.1 The Operator will permit County Staff to observe at reasonable times any services provided by the Operator in connection with the provision of services pursuant to this Agreement and under its control in order to observe and evaluate the services provided pursuant to this Agreement.
- 5.2.2 The Operator agrees that its staff providing services pursuant to this Agreement will, upon reasonable request, be available for consultation with County Staff.

6 Reports

In addition to any other reporting provisions herein contained:

- 6.2.1 The Operator will maintain service records respecting each child to whom service is being provided and prepare and submit the required information as identified. Such reports may include program data such as statistics in target achievements and other financial information as the County requires.
- 6.2.2 The Operator will also prepare and submit to the County program reports acceptable to the County respecting the services being provided.

7 Financial Records and Reports

- (a) The Operator will maintain financial records and books of account respecting services provided pursuant to this Agreement. and will allow County Staff, or such other persons as may be appointed by the County from time to time, to inspect and audit such books and records at all reasonable times both during the term of this Agreement and for a reasonable period subsequent to its expiration or termination.

(b) The Operator will be provided with three months of notice from the County if an audited financial statement with respect to the funding and services provided pursuant to this Agreement is required.

(c) The Operator will retain the records and books of account referred to in subsection (b) for a period of seven (7) years.

8 Service Records

In the event the Operator ceases operation, it is agreed that the Operator will not dispose of any records related to the services provided for under this Agreement without the prior written consent of the County.

9 Confidentiality

The Operator, its directors, officers, employees, agents and volunteers will hold confidential and will not disclose or release to any person other than County Staff at any time during or following the term of this Agreement, except where required by law, any information or document that tends to identify any individual in receipt of services without obtaining the written consent of the individual or the individual's parent or guardian prior to the release or disclosure of such information or document. Where the Operator is a municipality or other such "institution" as defined in the Municipal Freedom of Information and Protection of Privacy Act, the provisions of such Act with respect to the disclosure or release of information apply.

10 Conflict of Interest

- 10.1 The Operator, its agents, representatives, and any of their respective directors, officers, employees, agents and volunteers shall not engage in any activity or provide any services to the County where such activity or the provision of such services, creates a conflict of interest (actually or potentially in the sole opinion of the County), with the provision of services pursuant to this Agreement. The Operator acknowledges and agrees that it shall be a conflict of interest for it to use confidential information of the County relevant to the services where the County has not specifically authorized such use.
 - 10.2 The Operator shall disclose to the County without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.
 - 10.3 A breach of the provisions of this Article 10 by the Operator shall entitle the County to terminate this Agreement, in addition to any other remedies that the County may have in law or in equity.
-

11 Human Rights Code

It is a condition of this Agreement and every Agreement entered into pursuant to the performance of this Agreement, that no right under section 5 of the Ontario Human Rights Code will be infringed. Breach of this condition is sufficient grounds for termination of this Agreement.

12 Indemnification

The Operator, both during and following the end of the term of this Agreement, indemnify and hold harmless the County of Bruce, its officers, elected officials, servant, agents and employees from and against any and all liabilities, claims, demands, losses, expenses, costs, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of this Agreement attributable to bodily injury, sickness, disease or death or to damage or destruction of tangible property caused by any acts or omissions of the Operator, its officers, agents, servants, employees, customers, volunteers, invitees or licensees, or occurring in the child care or on the premises or any part thereof and/or, as a result of activities under this Agreement including all services provided, purported to be provided or required to be provided by the Operator pursuant to this Agreement. This clause shall survive the termination of this Agreement.

13 Insurance

The Operator shall, at its expense, maintain and keep in force during the term of the Agreement: (a) Commercial General Liability Insurance satisfactory to the County. Such insurance shall be purchased from a financially responsible insurance company qualified to do business in the Province of Ontario. The operator shall notify the County of any change, cancellation or expiration in coverage at least thirty (30) days prior to same. including the following and underwritten by an insurer licensed to conduct business in the Province of Ontario.

13.2.1 The County shall be named as additional insured.

14 Disposition

The Operator will not sell, change the use, or otherwise dispose of any item, furnishing or equipment purchased with County funds pursuant to this Agreement without the prior written consent of the County, which may be given subject to such conditions, as the County deems advisable.

15 **Amendments**

This Agreement and its Schedule may be amended from time to time through an amendment made in writing and duly signed by the parties to this Agreement.

16 **Non-Assignment and Change in Ownership**

- 16.2 The Operator will not assign this Agreement, or any part thereof, without the prior written approval of the County, which approval may be withheld by the County in its sole discretion or given subject to such conditions as the County may impose.
- 16.3 For the purposes of this section, this Agreement shall be deemed to be assigned by the Operator: (a) upon the change in control of the Operator (as defined by the Business Corporations Act), if the Operator is a corporation; and (b) upon reorganization which results in a change in the effective control of the Operator, if the Operator is a partnership.

17 **Schedule**

All the terms of the Schedule attached hereto are incorporated into this Agreement except where they are inconsistent with this Agreement. This Agreement and the following Schedule embody the entire Agreement and supersede any other understanding or agreement, collateral, oral or otherwise, existing between the parties at the date of execution and relating to the subject matter of this Agreement:

Schedule "A" – Speech and Language Schedule;

18 **Laws**

The Operator agrees that the Operator and its employees and representatives, if any, shall at all times comply with any and all applicable federal, provincial and municipal laws, ordinances, statutes, rules, regulations and orders in respect of the performance of this Agreement, including but not limited to the *Occupational Health and Safety Act* and the *Workplace Safety and Insurance Act*.

19 **Waivers**

Any waiver by the County of the strict compliance by the Operator with a term, covenant or condition in this agreement, or any indulgence granted by the County to the Operator is not considered to be a waiver of a subsequent default or breach by the Operator, nor entitle the Operator to a similar indulgence.

20 Independent Contractor

The County and the Operator shall not be deemed to be carrying on a partnership relating to the delivery of services pursuant to this Agreement and the parties hereto agree that the Operator is an entirely independent contractor providing such services for the County pursuant to the terms and conditions of this Agreement.

21 Overpayment

If for any reason the Operator is overpaid under this Agreement, the County will deduct the amount of the overpayment from any future monies owing to the Operator or require the Operator to return the funds to the County by way of a cheque to the County or the Region will collect the overpayment from the Operator through a court of competent jurisdiction.

22 Notice

Any notice required pursuant to this Agreement shall be in writing and delivered to:

In the Case of the County

Director of Social Services and
Housing
The Corporation of the County of
Bruce
30 Park Street, PO Box 399
Walkerton, ON N0G 2V0

**In the Case of the Thames Valley
Children’s Centre**

Thames Valley Children’s Centre
779 Base Line Road East
London, ON N6C 5Y6

Any notice given in accordance with this provision shall be deemed to have been received upon delivery, if delivered personally, or five (5) days after posting, if mailed by prepaid registered mail.

IN WITNESS WHEREOF the Parties hereto have affixed their respective corporate seals as attested to by the Signatures of the Signing Officers of the Municipality and Operator.



Committee Report

To: Warden
Members of the Social Services and Housing Committee

From: Christine MacDonald
Director of Social Services and Housing

Date: December 7, 2017

Re: Amendment - Russell Meadows Assignment Agreement & Direction

Recommendation:

That the Amendment - Russell Meadow Assignment Agreement & Direction report is for information.

Background:

Schedule "D", Assignment and Direction for the new 8-unit build at Russell Meadows Non-Profit Accommodation was signed by the Warden and Clerk. Upon review by the Ministry of Housing they are asking for an amendment from the verbiage Ministry of Municipal Affairs and Housing to Ministry of Housing. Change will be initialed as required.

Financial/Staffing/IT Considerations:

There are no financial, staffing or IT considerations associated with this report.

Legal Considerations:

The legal team at the Ministry of Housing has requested the amendment up on review of the documents.

Interdepartmental Consultation:

Housing staff has consulted with the Clerk to ensure the proper process for amending the agreement.

Link to Strategic Goals and Elements:

There are no specific strategic goals or elements associated with this report.

Written by: Tania Dickson, Housing Services Manager

Approved by:



Corporation of the County of Bruce
Social Services and Housing

brucecounty.on.ca

A handwritten signature in grey ink, appearing to read "Kelley Coulter".

Kelley Coulter
Chief Administrative Officer



Committee Report

To: Warden
Members of the Social Services and Housing Committee

From: Christine MacDonald
Director of Social Services and Housing

Date: December 7, 2017

Re: Quarter 3 - Bruce County Community Housing Registry
Waitlist Update

Recommendation:

The report Q3 Bruce County Community Housing Registry Waitlist Update is for information.

Background:

The Bruce County Community Housing Registry waitlist for the period January 1, 2017 to September 30, 2017 is included. There are currently 412 applicants on the waitlist; 482 rent-geared-to-income (RGI), and 30 market rent applications. There are 96 families, 193 adults, and 123 senior applications on the waitlist.

There have been 106 applicants housed between January 1, 2017 and September 30, 2017.

Below is a year-to-year comparison between 2016 and 2017:

	As at September 30, 2016	As at September 30, 2017
Number of applicants	388	412
RGI applicants	356	382
Market applicants	32	30
Families	64	96
Adults	169	193
Seniors	123	123

High waitlist areas continue to be Saugeen Shores, Kincardine, Brockton, and South Bruce Peninsula.

In the Q2 Waitlist Report, staff had completed an analysis of the increase in the waitlist using data from the 2016 Common Local Indicator report. The data did provide understanding of the increase of individuals and families applying to Bruce County's Community Housing Registry. It is expected that 2017 data will be released in the spring of



2018. Staff will use this data for further analysis and report back on that information as it becomes available.

Financial/Staffing/Legal/IT Considerations:

There are no financial, staffing, legal or IT consideration associated with this report.

Interdepartmental Consultation:

No interdepartmental consultations have occurred related to this report.

Link to Strategic Goals and Elements:

Although there is no specific link to the Strategic Goals and Elements, the coordinated management of the Bruce County Community Housing Registry and the placement of households is in keeping with our strategic values of efficient, coordinated governance and a high quality of life for all residents.

Written by: Tania Dickson, Housing Services Manager

Approved by:

Kelley Coulter
Chief Administrative Officer

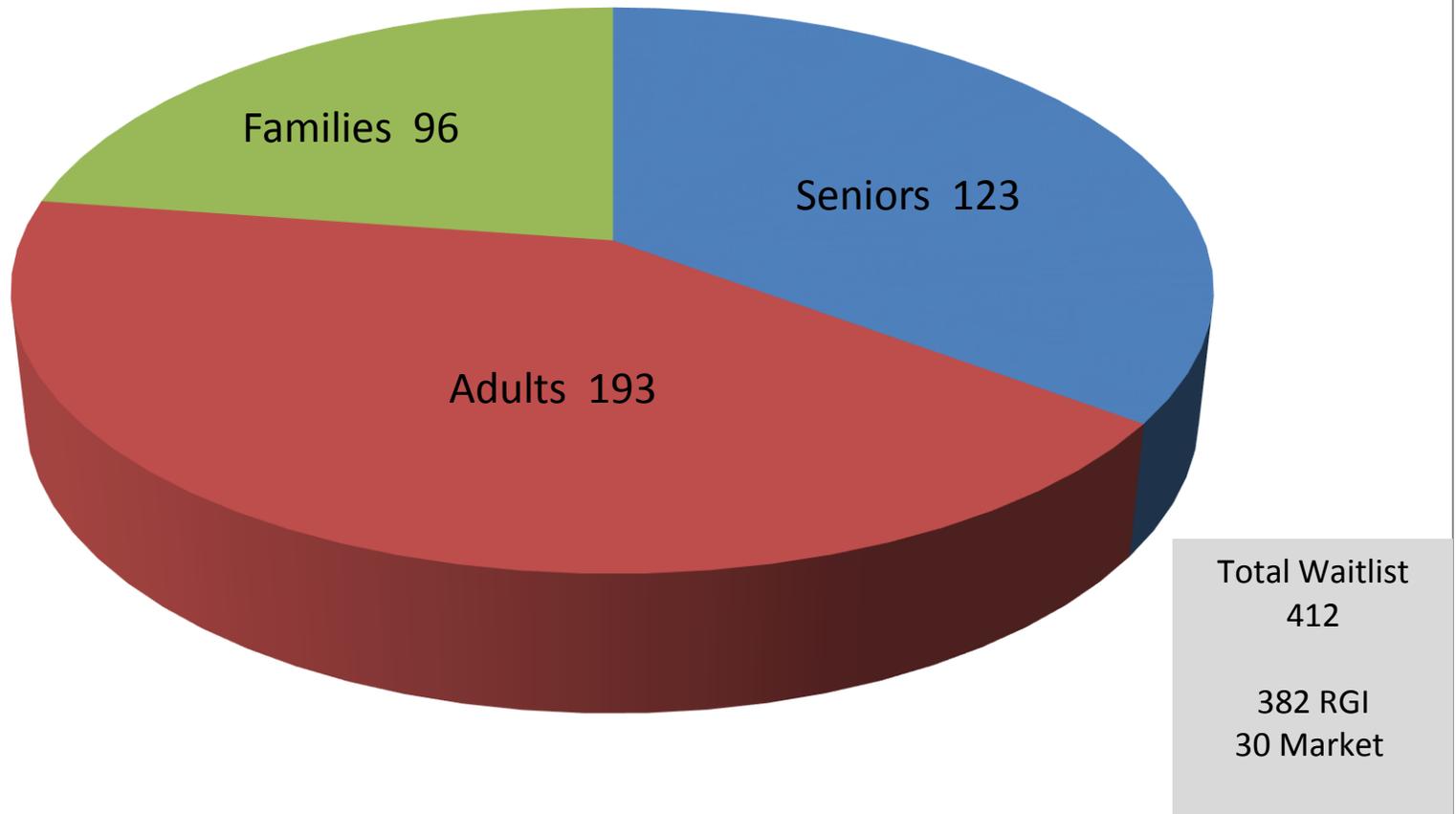
BRUCE COUNTY COMMUNITY HOUSING REGISTRY

September 2017

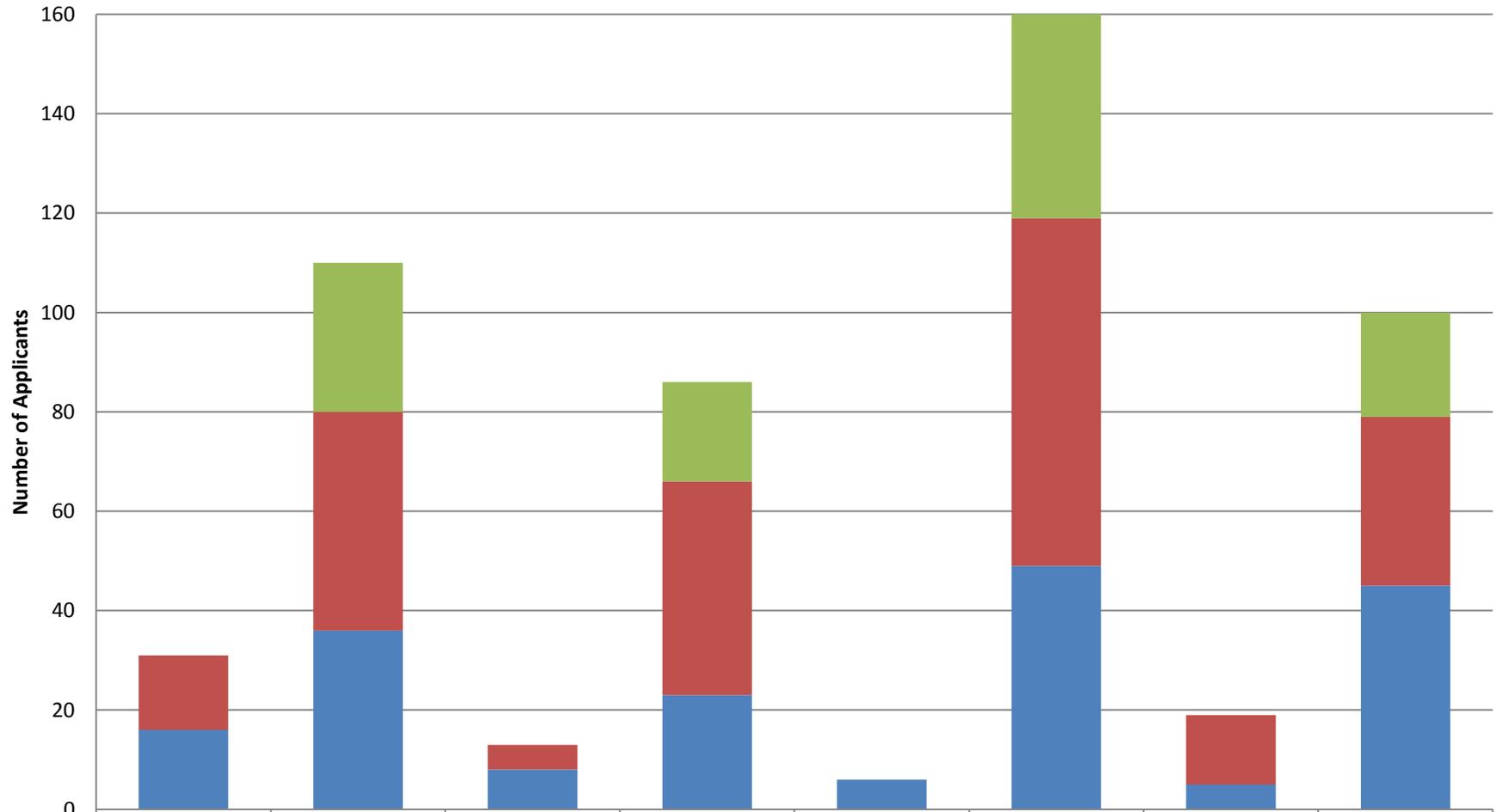
COMMUNITY	1 bd	2 bd	3 bd	4 bd	RGI	MARKET	VACANCIES
ARRAN-ELDERSLIE							
Chesley – 15 senior units	4				3	1	
-22 adult units	15				14	1	
Paisley – 12 senior units	6	3			5	4	
Tara – 18 senior units	7	1			4	4	
BROCKTON							
Walkerton -42 senior units	25	13			21	17	
-30 adult units	50				47	3	
30 family units		16	14	5	32	3	1 – 1 bdrm
Huron-Kinloss							
Lucknow – 20 senior units	5	2			5	2	
- 38 adult units	8				7	1	
Ripley – 26 adult units	4				3	1	1 – 1 bdrm
Kincardine							
-69 senior units	20	10			13	17	
-38 adult units	50				48	2	
-20 family units		12	9		21		
Russell Meadows -35 integrated	42	19	9	5	71	4	1 – 1 bdrm 1 – 3 bdrm
North Bruce Peninsula							
Tobermory – 14 senior units	6	4			2	8	
Lions Head-21 senior units	2				2		
SAUGEEN SHORES							
Port Elgin – 21 senior units	37				32	5	
- 46 adult units	87				85	2	1 – 1 bdrm
- 39 family units		37	21	9	66	1	
Affordable Housing -28 units	29	22				51	
Southampton-40 adult units	58				53	5	
SOUTH BRUCE							
Mildmay -14 adult units	14				12	2	
Teeswater-19 senior	2	1			2	1	1 – 2 bdrm
-12 adult units	8				7	1	
Formosa-25 senior units	2				2		
SOUTH BRUCE PENINSULA							
Wiaraton – 52 senior units	28	24			22	30	
-30 adult units	41				38	3	
Family Rent Supplement (Miracle Place)	33	14	11	6	59	5	

TOTAL NUMBER OF APPLICATIONS –412 RGI –382 MARKET-30 SPP-8

Bruce County Community Housing Registry Waitlist Application Breakdown (September 2017)



Registry Breakdown by Applicant Type and Municipality (September 2017)



	Arran-Elderslie	Brockton	Huron-Kinloss	Kincardine	N B Peninsula	Saugeen Shores	South Bruce	S B Pensinsula
Family	0	30	0	20	0	50	0	21
Adult	15	44	5	43	0	70	14	34
Senior	16	36	8	23	6	49	5	45
Total	31	110	13	86	6	169	19	100



Committee Report

To: Warden
Members of the Social Services and Housing Committee

From: Christine MacDonald
Director of Social Services and Housing

Date: December 7, 2017

Re: Q3 Licensed Child Care and Fee Subsidy Summary

Recommendation:

That the Q3 Licensed Child Care and Fee Subsidy Summary is for information.

Background:

Through a multi-year plan to enhance programs and child care across Ontario, the province is working with Service System Managers to modernize the child care system. As planning looks towards 2018 and beyond, staff focus will shift towards expanding home child care options, increasing the number of before-and after-school programs available in the county, building capacity in our child care practitioners, and enhancing program quality.

As families seek care for their children, Bruce County continues to support them in securing licensed child care spaces. Total number of unique children in which applications have been received for up until November 10, 2017 is 1328. OneList reports 945 active child care applications pending placement

Municipality	Applications - As of November 10/17
Arran Elderslie	80
Brockton	115
Huron Kinloss	35
Kincardine	140
North Bruce Peninsula	7
Saugeen Shores	453
South Bruce	23
South Bruce Peninsula	34
Grey County	43
Huron County	5
Wellington County	3
Other	7
Total	945

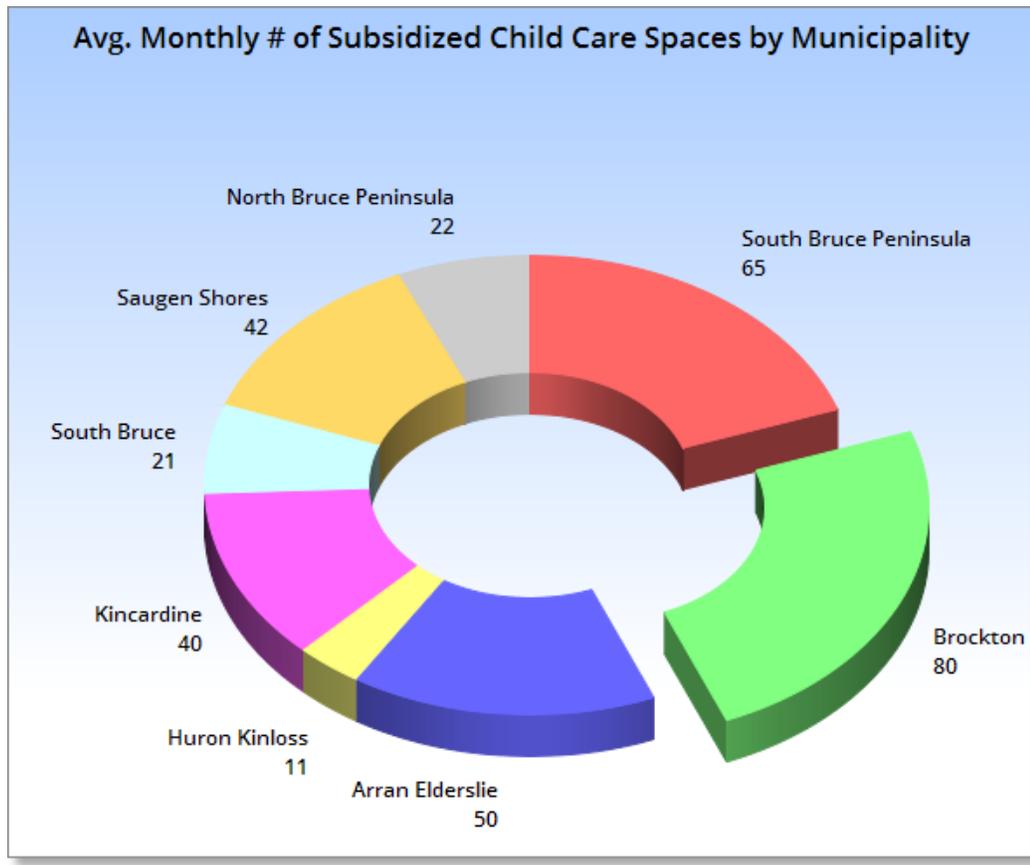


throughout the county, with densely populated areas such as Saugeen Shores, Kincardine and Brockton sighting the highest need. The 945 active applications is comprised of children waiting for care; children receiving care but waiting for an alternate placement; children whose parents are currently on parental leave and yet to return to work. As part of the 2018 Human Services Business Plan, Children's Services staff are working on a project to enhance the use of OneList which will allow us to report more decisively on the mix. To address the need of families waiting for care, staff are working with community partners, child care facilities and local School Boards to expand home child care and to mobilize care through new before and after school programs where necessary.

For many rural centres, recruiting staff remains a barrier to increasing the number of child care spaces available in Bruce County. Many centres are running under their licensed capacity because they are unable to attract qualified child care providers. Through 2018, in conjunction with the Wage Enhancement Program implemented by the province of Ontario, staff are hopeful that proactive strategies aimed to promote Registered Early Child Educators (RECE) in the area will lend to an overall increase in the number of available licensed child care spaces for local residents. Pending projects, such as the launch of a new Fanshawe College RECE Diploma Program in Bruce County, will assist child care programs to acquire qualified staff and intern increase the number of available spaces in select areas.



As we examine subsidy, the largest number of subsidized care spaces are directed toward preschoolers. In North Bruce Peninsula, Brockton and South Bruce Peninsula data shows a



slight increase in the number of applications for financial support received overall. As revealed in previous years, the monthly average number of children served by family adjusted annual income shows over 80% of children receiving subsidized care are from households making less than \$50,000 annually.

Financial/Staffing/Legal/IT Considerations:

There are no financial, staffing, legal or IT conditions associated with this report.

Interdepartmental Consultation:

No interdepartmental consultations have occurred related to this report.

Link to Strategic Goals and Elements:

Although not directly linked to the corporation's strategic goals and elements, as the ministry appointed Consolidated Municipal Service Manager (CMSM), Bruce County recognizes that quality child care systems require all stakeholders—public and private sectors—to work in partnership to create innovative solutions to address barriers facing both the child care industry and its consumers.



Corporation of the County of Bruce
Social Services and Housing

brucecounty.on.ca

Written by: Andrea Riley, Children's Services Program Manager, Social Services and Housing

Approved by:

A handwritten signature in black ink, appearing to read 'Kelley Coulter', is written over a light blue horizontal line.

Kelley Coulter
Chief Administrative Officer