

HOMELESSNESS PREVENTION AGREEMENT

(the “**Agreement**”)

THIS AGREEMENT effective this 4th day of July, 2023

B E T W E E N:

THE CORPORATION OF THE COUNTY OF MIDDLESEX

(the “**County**”)

-and-

**CANADIAN MENTAL HEALTH ASSOCIATION THAMES VALLEY ADDICTION
AND MENTAL HEALTH SERVICES**

(the “**CMHA TVAMHS**”)

WHEREAS:

- A. The County has administered and delivered Homelessness Prevention Services within the geography of Middlesex County, Ontario, since approximately 1976 and it continues to do so;
- B. The Province of Ontario authorizes various types of Homelessness Prevention Services funding and programs to be administered in Ontario municipalities;
- C. Beginning with Provincial social services delivery realignment in 1998, the Province of Ontario commenced the delegation of the responsibility for the management of particularized types of social services over regional geographic service areas to one designated municipality within a geographic regional service area;
- D. Pursuant to the *Housing Services Act, 2011*, SO. 2011, c. 6 (the “**Act**”) and Ontario Regulation 367/11 (“Reg. 367/11”) under that *Act*, the Province of Ontario designated the Corporation of the City of London as the designated Service Manager (“**Service Manager**”) for Homeless Prevention Services in the service area of Middlesex-London (the “**Service Delivery Area**”).
- E. The Province of Ontario has a transfer payment agreement with the Service Manager, providing funding for the entire Service Delivery Area;
- F. Pursuant to section 9 of the *Municipal Act, 2001*, S.O., c.25, as amended or replaced (hereinafter referred to as the “**Municipal Act**”), municipalities have powers of natural persons, including the ability to enter into agency agreements for the administration and delivery of services;
- G. Section 107 of the *Municipal Act* authorizes municipalities to make grants on such terms and conditions as to security and otherwise as Council considers appropriate to any person, group, or body, including a fund, within or outside the boundaries of the municipality for any purpose that Council considers to be in the interests of the municipality;

- H. Pursuant to subsection 20(1) of the *Municipal Act*, the Service Manager and the County, as municipalities, can enter into an agreement for the County to administer and deliver programs and services for the joint benefit of both municipalities;
- I. Pursuant to section 8 of the *Municipal Act*, the powers of municipalities are interpreted broadly so as to confer broad authority on the municipalities to enable municipalities to govern their affairs as they deem appropriate and to enhance the ability of municipalities to respond to municipal issues;
- J. Under the authority of subsection 11(1)5., 9, 20, and 8 of the *Municipal Act*, the Municipal Council of the Service System Manager and Council of the County entered into an agency agreement for the County to administer and deliver Homelessness Prevention Services as the agent of the Service System Manager to the portion of the Service Delivery Area excluding the geographic area of the City of London as the Delivery Agent, in furtherance of the economic, social, and environmental well-being of the County and entire Service Delivery Area;
- K. In accordance with section 22 of the *Municipal Act*, the Province of Ontario acknowledges the administration, delivery, and payment of Child Care Funding by the County as the Delivery Agent of the Service Manager in the portion of the Service Delivery Area excluding the geographic area of the City of London, as well as the leadership contributions by the County in the area of homelessness support services and the delivery of Homelessness Prevention Services across the Province of Ontario;
- L. The Province of Ontario has established the Homelessness Prevention Program (hereinafter called “HPP”) to help a diverse range of vulnerable people create longer-term housing solutions for people in need, and ensure that the housing and homelessness sector has the tools and support that they need to safely and successfully transition to recovery;
- M. CMHA TVAMHS is an integrated mental health and addiction agency providing community based supports and services to individuals aged twelve (12) and above across Elgin, Middlesex and Oxford Counties; and
- N. The County, as Delivery Agent, is party to this Agreement, which provides CMHA TVAMHS with a portion of HPP funding dollars for use by CMHA TVAMHS solely for the program described in this Agreement within the geography of Middlesex County.

NOW THEREFORE, the Parties hereby agree as follows:

ARTICLE 1 DEFINITIONS AND SCHEDULES

1.01 Definitions. Whenever used in this Agreement and unless the context otherwise requires, the following terms have the following meanings:

“**Agreement**” means this Agreement, including all schedules, and all amendments or restatements as permitted;

“**Business Day**” means any day other than a Saturday, Sunday or statutory holidays in the Province of Ontario;

“**Eligible Activities**” means any reasonable activities necessary to complete the program as described in Article 2 of this Agreement.

“**Funding**” means the funding set forth in Article 2;

“**Parties**” means the County and the CMHA TVAMHS, and “**Party**” refers to any one of them;

ARTICLE 2 THE FUNDING

- 2.01 Funding Purpose 1. The County is providing a portion of HPP funding to the CMHA TVAMHS for the purpose of providing support to homeless individuals with high acuity needs and who have been experiencing homelessness in the County in the last 18 months. This portion is allocated towards providing such individuals with a transitional living space in the Countryside Motel located at 3343 Egremont Drive, Strathroy, ON N7G 3H6, to find housing options within the community, identify needs for resources and supports, and to also set goals and get connected to appropriate services if needed (hereinafter referred to as the “**Middlesex Accommodation Program**”);
- 2.02 Funding Purpose 2. The County is providing a portion of HPP funding to the CMHA TVAMHS to hire two (2) full time employee starting July 4th, 2023 for a term of one (1) year;
- 2.03 Funding Amount 1. Subject to and in accordance with the terms and conditions of this Agreement and in reliance upon the representations, warranties and covenants of CMHA TVAMHS hereinafter set forth, the County agrees to contribute a portion of the amount available from HPP funding toward the Middlesex Accommodation Program as the HPP funds are being utilized for other ongoing programs at the County. An amount up to \$338,842.00 shall be made available to CMHA TVAMHS for Funding Purpose 1.
- 2.04 Funding Amount 2. Subject to and in accordance with the terms and conditions of this Agreement and in reliance upon the representations, warranties and covenants of CMHA TVAMHS hereinafter set forth, the County agrees to contribute \$133,158.00 towards Funding Purpose 2.
- 2.05 Disbursement of Funding Amounts 1 and 2. The County shall disburse the Funding Amounts 1 and 2 in accordance with **Schedule “A”** attached hereto.
- 2.06 Term. This Agreement shall continue in force until July 3rd, 2024 or whenever funding for Funding Purposes 1 and 2 is exhausted, whichever comes first; or until the Agreement has been terminated in accordance with Article 10.01, whichever shall first occur.

ARTICLE 3 CONDITIONS OF CONTRIBUTION

- 3.01 Conditions of Contribution. Subject to Section 2.03 and 2.04, the obligation of the County to disburse the funding amounts to CMHA TVAMHS is conditional upon CMHA TVAMHS satisfying the conditions set-out in this Agreement, to the satisfaction of the County, and in particular:
- (a) implementing the Middlesex Accommodation Program to the satisfaction of the County.
 - (b) providing monthly reports on the progress of the Middlesex Accommodation Program.
 - (c) informing the County when there is less than \$25,000.00 left for Funding Purpose 1.
 - (d) Return all unused funding providing by the County at the end of the term of this

Agreement.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.01 Representations and Warranties. The CMHA TVAMHS represents and warrants that:

- (a) it is duly established under the laws of the Province of Ontario and has the legal power and authority to enter into, and perform its obligations under this Agreement and the Middlesex Accommodation Program;
- (b) this Agreement has been duly authorized and executed by it and constitutes a valid and binding obligation of it, enforceable against it in accordance with its terms;
- (c) neither the making of this Agreement nor the compliance with its terms and the terms of the Middlesex Accommodation Program will conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under any indenture, debenture, agreement or other instrument or arrangement to which the CMHA TVAMHS is a party or by which it is bound, or violate any of the terms or provisions of the CMHA TVAMHS's constituting documents or any license, approval, consent, judgment, decree or order or any statute, rule or regulation applicable to the CMHA TVAMHS; and
- (d) no litigation, arbitration or administrative proceedings are current or pending or have been threatened, and so far as the CMHA TVAMHS is aware no claim has been made, which is likely to have an adverse effect on its preparation and/or delivery of the Middlesex Accommodation Program or its compliance with its obligations under this Agreement;

ARTICLE 5 COVENANTS

5.01 Affirmative Covenants. Unless the County shall otherwise agree in writing, the CMHA TVAMHS covenants and agrees that it shall:

- (a) use the funding only for Eligible Activities relating to this Agreement;
- (b) carry out the Middlesex Accommodation Program and conduct the activities thereof in compliance with all applicable laws and regulations and, without restricting the generality of the foregoing, in compliance with applicable laws including but not limited to all labour, environmental, privacy, health and safety and human rights legislation applicable to this program;
- (c) carry out the Middlesex Accommodation Program with due diligence and efficiency and in accordance with sound practices;
- (d) ensure that Middlesex Accommodation Program is carried out in a fair, transparent and consistent manner and aligns with the intent and values of the program;
- (e) provide the County with prompt notice of any:
 - (i) material change to the Middlesex Accommodation Program;

- (ii) proposed change in the nature or scope of its legal status; or
- (iii) act, event, litigation or administrative proceeding that does or may materially and adversely affect the Middlesex Accommodation Program or may materially and adversely affect the ability of the CMHA TVAMHS to perform its obligations under this Agreement;
- (f) comply with the County's reporting requirements which shall be conveyed to the CMHA TVAMHS as required or amended after signing of the Agreement; and
- (g) repay any amounts owed to the County, as determined by the County, within 30 days of receiving such notice by the County.

5.02 Negative Covenants. Unless the County shall otherwise agree in writing, the CMHA TVAMHS shall not:

- (a) use the funding for expenditures that are not Eligible Activities relating to this Agreement;
- (b) make any material changes to the Middlesex Accommodation Program.

ARTICLE 6 INTELLECTUAL PROPERTY

6.01 Copyright in all reports, documents and deliverables prepared in connection with this Agreement by or on behalf of the CMHA TVAMHS will be the exclusive property of, and all ownership rights shall vest in the County.

ARTICLE 7 NO BRIBES

7.01 The CMHA TVAMHS guarantees that no bribe, gift or other inducement has been paid, given, promised or offered to any person in order to obtain this Agreement. Similarly, no person has been employed to solicit or secure the Agreement upon any agreement for a commission, percentage, brokerage or contingent fee. The Recipient also guarantees that it has no financial interest in the business of any third party that would affect its objectivity in carrying out the Middlesex Accommodation Program.

ARTICLE 8 AUDIT AND ACCESS

8.01 Audit and Access.

- (a) The County reserves the right to undertake, at any time, at its expense, any audit of the records and accounts of the CMHA TVAMHS in relation to the Middlesex Accommodation Program. The CMHA TVAMHS agrees to ensure that prompt and timely corrective action is taken in response to any audit findings and recommendations conducted in accordance with this Agreement. The CMHA TVAMHS will submit to the County in a timely manner, a report on follow-up actions taken to address recommendations and results of the audit.
- (b) The CMHA TVAMHS shall maintain proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts,

employee timesheets, and vouchers, in respect of the Middlesex Accommodation Program. The CMHA TVAMHS covenants and agrees that it shall keep all such books and records of the Middlesex Accommodation Program until March 1st, 2025.

- (c) Upon the County's request with reasonable prior notice thereto, the CMHA TVAMHS shall provide the County and its designated representatives with any documentation relating to the Middlesex Accommodation Program for the purposes of audit, inspection, monitoring, evaluation, and ensuring compliance with this Agreement.
- (d) The covenants, rights and obligations contained in this Article 8 shall survive the termination or expiry of this Agreement.

ARTICLE 9 CONFIDENTIALITY

9.01 Confidentiality.

- (a) The CMHA TVAMHS acknowledges that any or all information relation to the Middlesex Accommodation Program, business and affairs of the County which are not a matter of public record are confidential. Unnecessary access, unreasonable access, copying, duplication, publication or any other means of communication of County information is strictly prohibited. CMHA TVAMHS shall ensure that all County information remains secure at all times.
- (b) The Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990, c. M.56 ("**MFIPPA**"): On signing this agreement, both parties shall comply with all applicable laws, statutes, rules, and regulations respecting the collection, use and disclosure of confidential information, including but not limited to MFIPPA and each party, will use confidential information strictly for the purposes agreed in this Agreement.

ARTICLE 10 TERMINATION

10.01 Termination of the Agreement.

- (a) The County may terminate this Agreement:
 - (i) if the CMHA TVAMHS breaches any term or condition of this Agreement, and fails to remedy such breach upon the expiry of 15 Business Days' written notice from the County of such breach or, with respect to a breach that cannot be remedied within the 15 Business Day period, such longer period of time as the County may reasonably provide the CMHA TVAMHS to remedy the breach, provided the CMHA TVAMHS has commenced to remedy the breach within the 15 Business Day period and is actively and diligently taking appropriate measures to remedy the breach;
 - (ii) if the CMHA TVAMHS becomes insolvent and/or proceedings have been commenced under any legislation or otherwise for its dissolution, liquidation or winding-up, or bankruptcy, insolvency or creditors' arrangement proceedings have been commenced by or against the CMHA TVAMHS;

- (iii) if, in the County's sole discretion, the Middlesex Accommodation Program cannot be completed as initially presented;
 - (iv) if the Funding Amounts 1 and 2 are exhausted prior to the deadlines anticipated in Article 2, the County can terminate and wind up the Middlesex Accommodation Program with 7 days' written notice;
- (b) Either Party may, on not less than 30 days' prior written notice to the other Party, terminate this Agreement.

10.02 Effect of Termination. If this Agreement is terminated pursuant to Section 10.01, the CMHA TVAMHS may be:

- (a) reimbursed for all or a portion of the expenses they have incurred in relation to the Middlesex Accommodation Program up to the effective date of termination; or
- (b) required to pay back to the County all or a portion of the funding amount that was disbursed by the County to the CMHA TVAMHS prior to the effective date of termination, within 30 days of receiving such notice by the County;

as applicable, all subject to the County's sole discretion and satisfaction, taking into consideration out-of-pocket expenses incurred and results reported by the CMHA TVAMHS in connection with the Middlesex Accommodation Program.

ARTICLE 11 INDEMNITY

11.01 Indemnity. The CMHA TVAMHS hereby agrees to indemnify and hold harmless the County and its Warden, officers, directors, employees and agents (collectively, the "**Indemnified Parties**") from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, a "**Claim**"), by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Middlesex Accommodation Program or otherwise in connection with this Agreement, but only to the extent that such Claim arises out of or is in connection with the CMHA TVAMHS's breach of this Agreement or is caused by the negligence or wilful misconduct of the CMHA TVAMHS in the performance of its obligations hereunder or otherwise in connection with the Middlesex Accommodation Program.

11.02 Intellectual Property Indemnity. CMHA TVAMHS shall defend or settle at its expense any claim or suit against the County arising out of or in connection with an assertion that the CMHA TVAMHS Intellectual Property infringes any intellectual property right and CMHA TVAMHS shall indemnify and hold harmless the County from damages, costs, and lawyers' fees, if any, finally awarded in such suit or the amount of the settlement thereof; provided that

- (i) CMHA TVAMHS is promptly notified in writing of such claim or suit, and
- (ii) CMHA TVAMHS shall have the sole control of the defense and/or settlement thereof.

ARTICLE 12

MISCELLANEOUS PROVISIONS

- 12.01 Notice. Any notice, document or other communication required to be given under this Agreement shall be in writing and may be delivered to each of the parties by delivering to the acting officers and addresses set out below:

To CMHA TVAMHS at:

Corporate Office
260-200 Queens Avenue
London, Ontario, N6A 1J3
Attention: Pam Hill, Regional Director London, North Middlesex and Huron
E-mail: pam.hill@cmhatv.ca

To the County at:

County of Middlesex
Administration Offices
399 Ridout Street North
London, ON N6A 2P1
Attention: General Manager of Finance & Community Services
E-mail: choward@middlesex.ca

or to any other address as any party may at any time advise the other of, in writing.

- 12.02 Relationship of the Parties. The relationship between the CMHA TVAMHS and the County is, and shall at all times be and remain, essentially as described in this Agreement, and this Agreement does not and shall not be deemed to create a joint venture, partnership, and fiduciary or agency relationship between the Parties for any purpose. Neither the CMHA TVAMHS, nor any of its personnel are engaged as an employee or agent of the County.
- 12.03 Public Announcements. The CMHA TVAMHS shall cooperate with the County, who will lead the preparation and issuance of the public announcement for the Middlesex Accommodation Program and/or the coordination of a public announcement event attended by the County and the Province of Ontario, as applicable. CMHA TVAMHS will be informed of the process prior to such an event. If any public statement or release is so required, the CMHA TVAMHS shall promptly inform the County of upcoming promotional events related to the Middlesex Accommodation Program and allow the County and the Province of Ontario to participate in such media activities or events.
- 12.04 Branding. The CMHA TVAMHS shall recognize and state in an appropriate manner, as approved by the County, the financial assistance offered by the County concerning the Middlesex Accommodation Program and the contribution of the Province of Ontario to the County, if and as required. If requested by the County, CMHA TVAMHS shall have affixed, in content, form, location and manner acceptable to the County, signage acknowledging the contribution of the County and the province of Ontario to the Middlesex Accommodation Program.
- 12.05 Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, understandings, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided.

- 12.06 Survival. Except as otherwise provided herein, those sections of this Agreement which, by the nature of the rights or obligations set-out therein might reasonably be expected to survive any termination or expiry of this Agreement, shall survive any termination or expiry of this Agreement.
- 12.07 Amendments. No amendment of the Agreement will have any force or effect unless reduced to writing and signed by both Parties.
- 12.08 Assignment. The CMHA TVAMHS cannot assign this Agreement without the prior written consent of the County.
- 12.09 Enurement. This Agreement shall enure to the benefit of, and shall be binding upon, the Parties and their respective, heirs, executors, administrators, successors and permitted assigns.
- 12.10 Governing Law. This Agreement shall be governed by and construed in accordance with the law of the Province of Ontario and the federal laws of Canada applicable therein.
- 12.11 Severability. Each of the binding provisions contained in this Agreement is distinct and severable. Any declaration by a court of competent jurisdiction of the invalidity or unenforceability of any binding provision or part of a binding provision will not affect the validity or enforceability of any other provision of this Agreement.
- 12.12 Waiver. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Agreement, or the waiver by any Party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.
- 12.13 Electronic Endorsement and Counterparts. This Agreement may be executed and initialed by the Parties by original or electronic signature and be delivered by the Parties in separate counterparts by e-mail or other functionally equivalent electronic means of transmission. Execution and delivery copy of this Agreement as set out above shall be deemed to effectively bind the parties and meets the requirements of the *Electronic Commerce Act 2000*, S.O. 2000, c. 17, as amended or replaced. Each counterpart will be considered an original and each, when held together, shall constitute one and the same instrument.

[ONE (1) SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the date(s) set out below and the Parties agree that this Agreement shall be effective on the date as set out at the top of page one (1) of this Agreement.

June 14th, 2023

THE CORPORATION OF THE COUNTY OF MIDDLESEX

Per: _____

Name: Cindy Howard

Title: General Manager of Finance & Community Services

I have delegated authority to bind the Corporation herein.

June 14th, 2023

**CANADIAN MENTAL HEALTH ASSOCIATION THAMES
VALLEY ADDICTION AND MENTAL HEALTH SERVICES**

Per: _____

Name: Linda Sibley

Title: Co-CEO CMHA Thames Valley Addiction and Mental
Health Services

I have authority to bind CMHA TVAMHS herein

SCHEDULE "A"

Funding & Cash Flow Timeline

Cash Flow Timeline:		
Funding Release 1	Release Date: July 3, 2023	\$118,000.00
Funding Release 2	Release Date: September 30, 2023	\$118,000.00
Funding Release 3	Release Date: December 31, 2023	\$118,000.00
Funding Release 4	Release Date: March 31, 2024	\$118,000.00
		Total Amount Funded: \$472,000.00

Funding Purpose 1 & 2:	
Funding Purpose 1	\$338,842.00
Funding Purpose 2	\$133,158.00