THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 10-065

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF PETERBOROUGH AND OUR SPACE COMMUNITY CENTRE FOR THE OPERATION OF A DROP-IN COMMUNITY CENTRE AND PROVISION OF RELATED SOCIAL SERVICES FOR LOW-INCOME CITIZENS

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

That the Mayor and Clerk be hereby authorized to execute an agreement between The Corporation of The City of Peterborough and the Our Space Community Centre, currently at 574 George Street N, Peterborough, Ontario, K9H 3S4, in the form attached hereby as Schedule “A”, and to affix the Seal of The Corporation thereto.

By-law read a first, second and third time this 3rd day of May, 2010.

(Sgd.) D. Paul Ayotte, Mayor

(Sgd.) Kevin Arjoon, Deputy Clerk
THIS AGREEMENT made in quadruplicate this ________ day of ________, 2010

B E T W E E N:

THE CORPORATION OF THE CITY OF PETERBOROUGH
(the “City”)

and

OUR SPACE COMMUNITY CENTRE
(a non-profit corporation, Ontario Corporation No. 1802025)
(the “Agency”)

WHEREAS Report CSSS10-003 contained a recommendation that the City enter into an agreement with the Agency;

AND WHEREAS Section 32(3)(vi) permits the City to enter into agreements with agencies which provide social services without undertaking a competitive bid process;

AND WHEREAS the Agency has agreed to manage and operate a community drop-in centre and provide Related Services for Low Income Citizens upon the terms and conditions as set out herein;

AND WHEREAS the City has agreed to provide $100,000 in annual funding to the Agency upon the terms and conditions as set out herein;

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

1. INTERPRETATION

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

a. City Staff – means persons employed by the City authorized to exercise the rights and perform the duties of the City under this Agreement;

b. Client – means a person to whom the Agency provides community drop-in and related Services under this Agreement;

c. Director – means the City’s Director of Community Services, and includes his or her designate or successor, if any;

d. Community Drop in Centre (the “Centre”) – means the program operated by the Agency at 574 George Street N, Peterborough, or such other location as the Agency may elect and the City’s zoning by-law permit, to provide community drop in services and related services to Clients;

e. MFIPPA – means the Municipal Freedom of Information and Protection of Privacy Act, as amended from time to time and includes any successor legislation;
f. **Related Services** - means such other services and programs as the Our Space Community Centre Board, with the written concurrence of the Director, determines conform to and are compatible with the general intent and purpose of this agreement and may be advantageously provided or conducted without limiting the Agency’s ability to carry out its primary mission as outlined herein;

g. **Service Standards** – means the service standards set out in Schedule “A”.

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

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

1.3 The following Schedules form part of this Agreement:

| Schedule A: | Service Standards and Related Services |
| Schedule B: | Purchase of Service Specifications     |
| Schedule C: | Reporting Requirements                 |

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

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

2. **OBLIGATIONS OF THE AGENCY**

2.1 The Agency shall provide operate a community drop-in centre and provide Related Services in accordance with Schedules “A” and “B” and “C”.

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

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

2.4 The Agency shall comply with all instructions and requirements of the City’s obligations under the Municipal Freedom Information and Personal Privacy Act (*MFIPPA*) as established by the City’s MFIPPA Head.

2.5 In order to fulfil its obligations under paragraph 2.1, the Agency shall ensure that all persons who provide services under this Agreement receive adequate training and are knowledgeable of the requirements of this agreement.

2.6 The Agency will hire and supervise staff and volunteers in accordance with the Agency’s Human Resources Policy and Procedures. The Agency shall adopt and adhere to a policy, acceptable to the City, regarding volunteer management.
2.7  The Agency shall adopt and adhere to a policy, acceptable to the City, regarding police record checks and vulnerable sector checks. All staff and volunteers working directly with Clients must have a valid police record check and vulnerable sector check.

2.8  The Agency shall have a disaster plan in place that will ensure ongoing services to clients if the building becomes unfit for use.

2.9  The Agency shall, in such form and containing such content as requested by the City's Director of Corporate Services, acknowledge the support of the City and County as provided through the City's Community Services Department on any material, web-sites, agency descriptions, reports, events, signage or publicity which is paid for in full or in part with funding provided pursuant to this Agreement.

2.10 The City recognizes that the Agency has the right to deliver other programmes not covered by this Agreement and to allocate its other resources accordingly, provided the Agency expends the funding allocated by the City pursuant to this Agreement for the services described herein.

2.11 The Agency shall not do or permit to be done anything in or about the centre which may be annoying to the Owner of the premises, its other tenants, its neighbours, or which the Owner or the City may deem a nuisance, without limiting the generality of the foregoing, the Agency shall ensure that it and its clients comply with all applicable by-laws.

2.12 The Agency shall not do or permit to be done any act or thing which may make void or voidable any insurance upon the building within which the centre is located, or which may cause any increased or additional premiums to be payable by the owner of the building for any such insurance. Without limiting the Agency's obligations hereunder, the Agency shall indemnify the City if the City becomes liable to the owner of the building for any such increased premium.

2.13 The Agency shall maintain insurance on its contents to their full insurable value against fire and extended perils.

2.14 During the term of this agreement, the Agency shall use its best efforts to find a suitable alternate location for the centre and it agrees to provide City staff with information related to its search for an alternate location for possible inclusion in a public report.

3.0 TERM

3.1 The term of the agreement will be for a 12-month period from October 1, 2010 to September 30, 2011. The agreement may be extended by City Council for an additional one-year term based on satisfactory performance unless it is terminated in accordance with the provisions of the agreement.

3.2 Unless the Agency has breached this agreement, either party may at any time terminate this Agreement, without penalty or cause, by giving a minimum of 60 days written notice to the other party.

3.3 Notwithstanding Article 3.2, in the event the Agency breaches this Agreement and
a. the breach has not been remedied within 20 days of receipt by the Agency of written notice of the breach or within such longer period as the City may allow; or
b. a plan satisfactory to the Director of Community Services and the Director of Corporate Services and/or City Solicitor to remedy the breach has not been implemented within the time period specified in the written notice
the City may, in its absolute discretion and upon written notice to the Agency, terminate the Agreement forthwith at any time after the specified notice period has expired.
3.4 Notwithstanding paragraph 3.3, if in the opinion of the Director of Community Services and the Director of Corporate Services and/or City Solicitor, the Agency is in significant breach of this Agreement and the nature of the breach is such that immediate termination of the Agreement is warranted, the City may, upon written notice to the Agency terminate this Agreement forthwith.

3.5 In the event that the City terminates this Agreement under paragraph 3.3 or 3.4, the Agency acknowledges and agrees that the City shall have no liability to the Agency whatsoever for any loss which may be suffered by the Agency as a result of the termination.

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

4. **PAYMENT**

4.1 Provided the Agency is not in breach of its obligations as contained herein, the City shall pay to the Agency the sums set out in Schedule “B”:

4.2 The Agency shall use funds provided by the City pursuant to paragraph 4.1 only for the specific purpose(s) as set out in paragraph 2.1 above. Any amount which is used by the Agency contrary to this paragraph shall be immediately refunded to the City by the Agency after due demand by the City's Director of Corporate Services. At its sole option, the City may deduct or set off the amount from any subsequent monies due to the Agency.

4.3 Notwithstanding anything in this Agreement, the City may, at its sole discretion, provide advance funding to the Agency. In this event, any such payments made by the City in excess of the amount to which the Agency is to that date entitled shall be immediately refunded to the City by the Agency after due demand by the City's Senior Director of Corporate Services. At its sole option, the City may deduct or set off the amount from any subsequent monies due to the Agency.

5. **REPORTS**

5.1 The Agency shall create, maintain and, upon reasonable notice from the City, and subject to compliance with MFIPPA, make available to the City reports as outlined in Schedule C.

5.2 In the event the Agency receives a management letter from its auditor, the Agency shall provide a copy of the letter to the Director within 10 days of receipt of the letter.

5.3 The Agency acknowledges that failure to submit the reports or other documents required in accordance with paragraph 5.1 or 5.2 may result in either the withholding of payment until such reports are submitted or in the termination of this Agreement.

5.4 The Agency shall permit City Staff at any time during the term of this Agreement, and for seven (7) years after its expiry or termination, and during the Agency's usual business hours, to review and make copies of all of the Agency's materials, records and other documents relating to this Agreement provided that the City gives the Agency at least twenty-four (24) hours notice of its intention to do so and the City provides a reason for the request.
5.5 Upon written request from the Director, the Agency shall provide, within 10 business days, copies of the Agency’s materials, records and other documents relating to this Agreement.

5.6 The Agency agrees that the City shall be entitled to share the Agency’s data, information and reports in aggregated form with any third party the Director determines is appropriate and/or necessary to share such data, information and reports.

5.7 All material and reports prepared by the Agency under this Agreement and all forms, electronic or otherwise, prepared by the City and completed by the Agency under this Agreement shall become the sole property of the City, including copyright therein. Notwithstanding the preceding, the Agency shall be entitled to use their own statistics for their own purposes.

6. OBSERVANCE OF LAW AND POLICIES

6.1 The Agency shall comply with the Service Standards set out in Schedule A and all applicable federal, provincial and municipal legislation, regulations and by-laws including but not limited to the Fire Code, the Building Code, Ontario Human Rights Code, the Occupational Health and Safety Act, MFIPPA, the Workplace Safety and Insurance Act and any applicable City or County By-laws.

6.2 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

7. THE AGENCY’S CONTRACTUAL STATUS

7.1 The Agency is an independent contractor and, its agents, officers and employees, in the performance of this Agreement, shall be taken to be acting in an independent capacity and not as officers or employees of the City.

7.2 The Agency shall be solely responsible for the actions of any subcontractors employed, engaged or retained by it for the purpose of assisting it in the discharge of its obligations under this Agreement.

7.3 The City and the Agency acknowledge that the municipal funding does not provide all the funding required by the Agency to meet its obligations under this Agreement, and that the Agency will have to obtain additional funding from other sources to fully meet its obligations under this Agreement.

7.4 The Agency has no authority, expressed or implied to enter into any agreement or make any commitment or representation on behalf of the City.

8. INSPECTION

8.1 The Agency shall permit City Staff to enter the community drop in centre at any time, in order to observe and evaluate the services provided pursuant to this Agreement.

8.2 The Agency agrees that its directors, officials and staff providing services pursuant to this Agreement shall, upon the request of the Director, be available for consultation with City Staff within a reasonable time after such request is made.
9. **CONFIDENTIALITY**

9.1 The Agency, its officers, agents and employees shall treat all information, especially that relating to Clients, obtained through the performance of its obligations under this Agreement, as confidential, and shall comply with all instructions and requirements of the City’s obligations under the Municipal Freedom Information and Personal Privacy Act (MFIPPA) as established by the City’s MFIPPA head.

10. **INDEMNITY**

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

11. **INSURANCE**

11.1 During the term of this Agreement, the Agency shall maintain, at its own expense, Comprehensive General Liability insurance having a limit of not less than FIVE MILLION DOLLARS ($5,000,000.00) per occurrence in respect of third party bodily injury and property damage and personal liability with an insurer acceptable to the City Solicitor, acting reasonably. The policy shall name the City as an additional insured, and include a Cross Liability and Severability of Interest Clause.

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

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

12. **NOTICE**

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

(a) where the City is the intended recipient:

   The City Clerk  
   City of Peterborough  
   City Hall  
   500 George Street North  
   Peterborough, ON K9H 3R9
(b) where the Agency is the intended recipient:

Our Space Community Centre
574 George Street North
Peterborough, ON  K9H 3S4

Attention: Board Chair

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

13. GENERAL PROVISIONS

13.1 Should any provision of this Agreement be declared or found to be illegal, unenforceable, legally ineffective or void, then each party shall be relieved of any obligation arising from such provision, but the balance of this Agreement, if capable of performance, shall remain in full force and effect.

13.2 No term or provision of this Agreement shall be deemed waived and no breach consented to, unless such waiver or consent is in writing and signed by an authorized representative of the party claimed to have waived or consented.

13.3 No consent by a party to, or waiver of, a breach under this Agreement shall constitute a consent to, waiver of, or excuse for any other, different or subsequent breach.

13.4 The Agency shall not assign in whole or in part its obligations under this Agreement.

13.5 This Agreement may not be varied, altered, amended or supplemented except by an instrument in writing duly executed by the authorized representatives of both parties.

13.6 All obligations of confidentiality and indemnification and the reporting requirements as set forth in this Agreement shall survive termination of this Agreement.

13.7 The parties agree and acknowledge that this Agreement may be amended from time to time through the amendment to or addition of the Schedule(s) that will form part of this Agreement.
IN WITNESS WHEREOF the parties hereto have executed this Agreement.

THE CORPORATION OF THE CITY OF
PETERBOROUGH

D. Paul Ayotte, Mayor

John Kennedy, Deputy City Clerk

OUR SPACE COMMUNITY CENTRE
(Ontario Corporation No. 1802025)

Name:
Title:

Name:
Title:

I/we have authority to bind the Corporation
Schedule A
Service Standards and Related Services
For Community Drop in Services

1. Minimum Staffing Standards

The Agency shall provide a minimum of two (2) paid staff at all times that the community drop in centre is open to the general public. If the centre is open for a special event outside of regular operating hours, staffing may be adjusted accordingly with a minimum of one paid staff and one other, either an agency volunteer or a paid staff from a partner agency.

2. Hours of Operation

The Centre will be open for operation seven days per week between the hours of 9 am and 5 pm, or may be open for additional hours up to 9:00 pm, as the Board of the Agency determines is advisable and financially viable. The Board Chair of the Agency shall keep the Director informed of any extension of the operating hours of the centre.

3. Operating Standards

The Agency shall ensure the following Operating Standards are met:

a. The Agency shall operate its Community Drop in Centre in accordance with the policies and procedures approved by its Board of Directors and implemented through its Program Coordinator.

b. The Agency shall develop, post and implement a statement of Client Rights and a Client Complaint Resolution Protocol.

c. The Agency shall develop, post, implement and enforce rules of conduct regarding expectations of visitor behaviour both inside and outside of the premises.

d. The Agency shall report to the Director any serious occurrence involving personal injury, property damage or program disruption, as soon as practicable. It is expected that all serious incidents will be reported within 2 working days of the occurrence.

e. The Agency shall participate with the City in an annual evaluation of programs and services.

f. The Agency shall ensure that each front line worker shall be trained in CPR, First Aid, Crisis Prevention/Intervention Strategies, and any other training required by applicable legislation. Staff involved in food preparation shall receive training in food handling in accordance with the requirements of the Peterborough County-City Health Unit (the “Health Unit”).

4. Safety and Security Standards

a. The Agency shall take reasonable measures to protect Clients and staff, and to protect property from illegal entry.

b. The Agency is responsible for ensuring the safety and security of people outside of the premises through the provision of an appropriate level of supervision, and must address problems that arise from visitors to the Drop-In Centre.

c. The Agency shall immediately involve law enforcement on issues involving contraventions of the law and situations posing safety risk to others.

d. The Agency shall allow access to the facility for inspections at least once annually by Fire Services and will cooperate and comply with fire safety standards.

e. The Agency shall train all staff, including volunteer staff, in emergency evacuation and workplace health and safety specific to the Agency. All Clients shall be informed by staff of emergency procedures either when they enter the centre or soon thereafter. Fire drills shall be held on a regular basis and records kept of the same.

f. The Agency shall post emergency evacuation procedures in conspicuous places within the centre or as otherwise directed by the Fire Department.

g. The Agency shall have a first aid kit available on the premises in a safe location and all staff shall be informed of the location.
h. The Agency shall post emergency numbers for the Police, Fire Department, Ambulance and Poison Control Centre, near every telephone.

i. The Agency shall permit inspections of the Centre by the Health Unit’s Medical Officer of Health, or his designate, at reasonable times, to ensure compliance with all applicable health regulations.

5. **Client Service Standards**

a. The Community Drop in Centre will be open and accessible to Clients from 9am to 5pm every day of the week. Additional evening hours will be arranged up to 9:00 pm as feasible for specific programs such as recreational activities, cooking classes, informational workshops.

b. With City approval, hours of operation may be adjusted as part of an ongoing review of need/usage.

c. The Community Drop in Centre will provide a friendly, safe environment in keeping with the principle of social inclusion.

d. No children under the age of 16 shall access the centre unless accompanied by a supervising adult.

e. The Community Drop in Centre will operate under a collective model of governance empowering those who participate to make decisions about how the centre is run, such as group rules and programs to be offered. The Agency will be ultimately responsible to the City for the services provided and will ensure that the client involvement in the design is consistent with the terms of the agreement. The agency will provide other services that become identified by users over time.

f. The Agency shall coordinate and arrange a range of programs for visitors that are aimed at providing life skills training, access to housing support services, access to employment supports and other community services as needed and identified by Agency staff and visitors. The Agency will provide the City with a monthly calendar of activities and programs occurring at the Centre.

g. The Agency shall provide Clients with warm beverages and small snacks.

h. The Agency shall provide staff supervision for support and referral or on site access to agencies that deal with issues related to addictions, mental/physical health, literacy and housing insecurity.

i. The Agency shall provide a shower and laundry program in which individuals are provided with soap, shampoo, deodorant, towel and clean clothes.

j. The Agency shall comply with all conditions and regulations of the *Accessibility for Ontarians with Disabilities Act*, 2005

6. **Reporting Requirements**

The Agency shall provide the following reports to the Director:

a. Verification of annual Fire inspection from the Fire Department.

b. All health inspection reports issued by the Health Unit.

c. Annual verification that the general liability insurance required under this agreement is still in effect in the prescribed amount and form.

d. Client information data as required, by the 15th of each month.

e. Service and program outcomes as required, by the 15th of each month.

f. Quarterly financial statements (unaudited), which shall indicate how all funds received from the City, were expended

g. Annual Audited Annual Financial Statement; which shall indicate how all funds received from the City were expended.

7. **Inter-Agency Service**

a. The Director and City Staff will use their best efforts to provide the Agency with timely notification of changes in relevant City policy and/or Provincial legislation.

b. The Director and City Staff shall inform the Agency of any complaints or suggestions
c. The Agency will work cooperatively with other key agency stakeholders involved with the same client base to facilitate access to services, coordinate community service delivery and enhance ability to provide on site programs. Key agencies include the Emergency Shelters (Brock Mission, Cameron House and Youth Emergency Shelter), FourCAST, Canadian Mental Health Association, the Housing Resource Centre and the Victorian Order of Nurses.

d. The Agency will inform the Police and other agencies when they have knowledge or a reasonable belief that a Client may pose a danger to self or others. The Agency also acknowledges that they do not need to obtain the Client’s permission to release information under such circumstances.

End of Schedule “A”
Schedule B
Purchase of Service Specifications
Our Space Community Centre

Payment

The City will pay the Agency 4 quarterly payments per year in the following table. Payments are contingent upon the timely submission of monthly reports and satisfactory performance of the Drop-In Centre.

<table>
<thead>
<tr>
<th>Date of payment</th>
<th>For Services rendered</th>
<th>Payment amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 1, 2010</td>
<td>October 1 – December 31, 2010</td>
<td>$25,000</td>
</tr>
<tr>
<td>January 15, 2011</td>
<td>January 1 – March 31, 2011</td>
<td>$25,000</td>
</tr>
<tr>
<td>April 1, 2011</td>
<td>April 1 – June 30, 2011</td>
<td>$25,000</td>
</tr>
<tr>
<td>July 1, 2011</td>
<td>July 1 – September 30, 2011</td>
<td>$25,000</td>
</tr>
</tbody>
</table>

Payments to the Agency are contingent upon Council budget approval.

End of Schedule
From Section 5.1

Reports and statistics regarding the individuals accessing the drop in centre to include:

i. Total number of distinct individuals attending the drop in centre
ii. Number of visits to the drop in centre
iii. Gender
iv. Age
v. Residency of the individuals attending the drop in centre (City/County/Other)
vi. Reason the individual attended the drop in centre
vii. Monthly calendar of activities
viii. Monthly summary and description of partnerships
ix. Incident reports (discuss format of incident reports)
x. Length of time people are staying in the drop in centre
xi. Identify peak usage times of the drop in centre
xii. Number of referrals made and where referred to
xiii. As requested by the City, a survey of visitors – survey to be developed by the Agency. Survey to capture information about: # visitors living in shelters, # of visitors couch surfing, # of visitors on Ontario Works, # of visitors on ODSP, # of visitors dealing with addictions, # of visitors with mental health concerns, # of visitors with physical/medical issues, # of visitors employed, etc.

b. Current financial records and books of account respecting all funds received by the Agency from the City pursuant to this Agreement, maintained in accordance with generally accepted accounting principles.

c. An Annual Audited Financial Statement, which shall account for, and indicate how, all funds received from the City were expended.

d. Any other reports or records that the Director, acting reasonably, requests.

End of Schedule “C”