

This Agreement made in duplicate this **8th** day of **April 2021**.

Between:

The Corporation of the County of Essex
Hereinafter called "the County"

Of The First Part

And

Building Bridges Erie Shores
Hereinafter called "the Bridge"

Of The Second Part

WHEREAS a Housing with Supports facility, defined as any residence, rest home, retirement home or boarding and lodging home which, for a fee, provide housing, limited support and 24-hour supervision to vulnerable youth requiring assisted living. These facilities are maintained and operated by a person/Corporation under an agreement with a municipality;

AND WHEREAS the Bridge maintains and operates within the County, such a place of boarding or lodging that qualifies as a Housing with Supports facility as defined;

AND WHEREAS the County and the Bridge have agreed that if the Bridge provides Housing with Supports care to certain persons approved by the County, the County will, subject to the terms and conditions of this agreement, make certain payments to the Bridge;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants contained herein, the parties covenant and agree one with the other as follows:

Housing with Supports Program

1. Funding for the Housing with Supports program is provided by the Ministry of Municipal Affairs and Housing, through the Community Homelessness Prevention Initiative (CHPI) program. The Bridge hereby agrees to comply with CHPI guidelines and reporting requirements, which may be amended from time to time.
2. The Bridge hereby agrees to provide Housing with Supports care to any person that has been approved by the County on whose behalf the subsidized portion of the payment for the care is made by the County under Article 3 of this agreement.
3. For each person the County approves for the providing of Housing with Supports care by the Bridge, the County agrees to pay the Bridge the maximum per diem rate of \$55.00 less any rent or payment made by the person requiring assisted living to the Bridge, or such other amount that is approved by the Corporation of the City of Windsor as the provincially designated Consolidated Municipal Service Manager for housing and homelessness in Windsor-Essex.
4. In the event any person placed under the care of the Bridge is admitted to hospital, is otherwise absent from the Housing with Supports facility for any reason, is in need of more than custodial care, or for whom custodial care is no

longer adequate or required, the Bridge shall notify the County Representative within 24 hours thereof.

5. It is understood and agreed by the Bridge that notwithstanding the terms of this agreement, the County is under no obligation to place any person under the care of the Bridge at any time and that the placement or removal of such person is at the sole discretion of the County. The Bridge hereby releases the County from any and all liability claims and damages for failure to assign or remove any person to or from the care of the Bridge for any reason whatsoever.
6. The Bridge shall comply with all police, fire, building, accessibility and sanitary regulations and by-laws, laws and lawful orders and regulations imposed by any municipal, provincial or federal authority, and with the rules and regulations that may be imposed from time to time by the County Representative. Without limiting the generality of the foregoing, the Bridge hereby agrees to:
 - a) grant access to the Bridge's premises and to all records related to resident care and Personal Health Information at all reasonable times by any person authorized by the County Representative, and submit monthly accounts to the Community Services Department not later than the 5th day of each month, which accounts shall contain such information as required by the County Representative;

- b) forward to the County any records or other information requested by the County to verify the Bridge's claim for payment under this agreement; and
- c) provide the quality of care and comply with the rules and regulations set forth in **The Corporation of the County of Essex Housing with Supports Program Standards**, attached as Appendix "B" (hereinafter referred to in this section as the "**Program Standards**"), and as amended from time to time.
- d) Notwithstanding the Bridge's obligation to comply with the Program Standards, the County expressly agrees that due to the nature and philosophy of the "Building Bridges Erie Shores Program" (hereinafter referred to as the "**Building Bridges Program**"), the Bridge is exempt from the following Program Standards:
 - *Standard 2.1 (Eligibility Criteria): applicants must be 18 years of age and older. The age criteria can be decreased to 14 years of age to accommodate the "Building Bridges Erie Shores" program;*
 - *Standard 2.1 (Medical Need): the Bridge is exempt from having to provide a medical form completed by an approved Health Care Provider indicating that the individual requires supervision in activities of daily living due to medical need; and*

- Any and all other standards within the Program Standards that have been, or may be, deemed to be non-applicable by both Parties to the Bridge while it operates under the Building Bridges Program.
7. Should the Bridge, in the sole opinion of the County, fail to comply with any of the rules and regulations set forth in **The Corporation of the County of Essex Housing with Supports Program Standards**, the County shall notify the Bridge in writing of the deficiencies and the time period in which the deficiencies are to be corrected. Failure to correct the deficiencies within the time set forth in the notice may result in the termination of this agreement and in the removal from the Housing with Supports facility of any or all persons assigned thereto by the County, which decision is in the sole and absolute discretion of the County.

Indemnity and Insurance

8. The Bridge hereby covenants and agrees to indemnify and save harmless the County of and from all manner of liabilities, actions, claims, demands and costs arising at law or in equity from or in any manner in connection with this agreement and out of the operation of the Housing with Supports facility by the Bridge.
9. The Bridge covenants and agrees to provide and maintain public liability and property damage insurance as set forth

**in The Corporation of the County of Essex Housing
with Supports Program Standards.**

Term of Agreement

10. This agreement shall be effective from the 8th day of April, 2021, and shall remain in effect until one or more of the following events occur:
- a) thirty days' notice of termination is given in writing by either party to the other, which notice shall be given by prepaid registered mail to the parties as follows:
 - (1) The Corporation of the County of Essex
360 Fairview Avenue West
Suite 202
Essex, Ontario N8M 1Y6
Attention: County Clerk
 - (2) Building Bridges Erie Shores
310 Sherk Street
Leamington, Ontario N8H 3L1
Attention: Krista Rempel
 - b) the Bridge or the County has failed to comply with any of the terms and conditions of this agreement, including the rules and regulations contained in **The Corporation of the County of Essex Housing with Supports Program Standards**; or
 - c) the Bridge has failed to comply with any work order issued by the building department of the municipality in which the Housing with Supports facility is situated in accordance with the terms and conditions of the said work order.

General

11. The parties hereto acknowledge and agree that the rules and regulations contained in **The Corporation of the County of Essex Housing with Supports Standards**, attached hereto as Appendix "B", and as amended from time to time, form a part of this agreement. The County shall advise the Bridge in writing within 30 days of all amendments to **The Corporation of the County of Essex Housing with Supports Standards**.
12. This agreement shall not be assigned in whole or in part by the Bridge without the written consent of County, which consent may be arbitrarily refused.
13. This agreement shall inure to the benefit of and be binding upon the heirs, estate trustees, successors and authorized assigns of the parties hereto.

IN WITNESS WHEREOF the Bridge and the County have caused to be affixed their corporate seals under the hands of its proper officers duly authorized in that behalf.

The Corporation of the County of Essex

Gary McNamara, Warden

Mary S. Birch, Clerk

We have the authority to Bind.

Signed, Sealed and Delivered
In the presence of

Witness

The Bridge (Signature)
Krista Rempel

The Bridge (Signature)

We have the authority to Bind