

This Agreement made in duplicate this **16th** day of **May, 2024**.

Between:

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

Of the First Part

- and -

Family Services Windsor Essex
Hereinafter called "**Family Services**"

Of the Second Part

WHEREAS the County, in or about August of 2022, contracted with Family Services to develop and operate a "County Housing Services Hub" (the "**Homelessness Hub**") as a pilot program to assist residents of the County who require support to meet basic needs and services to obtain safe housing;

AND WHEREAS Family Services has operated the Homelessness Hub since in or about August of 2022 to the satisfaction of the County;

AND WHEREAS the County has now, or will, enter into a Designated Service Manager Agency and Funding Agreement (the "**Funding Agreement**") with the Corporation of the City of Windsor (the "**City**"), which Funding Agreement shall provide the County with funding from monies allocated to the Region by the Province of Ontario (the "**Province**") for, among other things, the County to operate the Homelessness Hub, an Emergency Shelter Program, and to have a full time Homelessness Street Outreach Worker dedicated to the County (collectively the County's "**Homelessness Programs**");

AND WHEREAS the County does not have the staff to operate the Homelessness Programs without the assistance of an experienced third-party service provider;

AND WHEREAS Family Services has experience in developing and delivering programs similar to the County's Homelessness Programs, has provided the County with satisfactory services in the past, and has agreed to deliver the County's Homelessness Programs;

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:

1. The Agreement, dated August 1, 2022, is terminated effective immediately following the full execution of this Agreement, dated May 16, 2024 (this "**Agreement**"), with this Agreement solely governing the relationship of the Parties with respect to the Homelessness Programs, unless and until amended or terminated in accordance with the provisions of this Agreement.
2. Notwithstanding the date of execution of this Agreement, the term of this Agreement shall be for the period from April 1, 2024 to March 31, 2025, and is renewable for subsequent terms of 1 year each, at the sole discretion of the County, but subject to renegotiation of the payment terms in accordance with funding levels provided by the Province through the City.

County Homelessness Programs

3. Family Services expressly agrees and undertakes to operate the Homelessness Programs in such manner as directed by the County from time to time, acting reasonably, and Family Services further

hereby expressly agrees to comply with any reporting requirement that may be required by the County from time to time, and, in addition, shall provide such reporting and/or cooperation as the County may require to assist the County in meeting its contractual and/or reporting obligations to the City and/or Province.

4. Family Services hereby expressly agrees to operate the Homelessness Programs in consultation with the County and will use a housing first philosophy in and operating the Homelessness Programs.

Homelessness Hub

5. Family Services further expressly agrees to operate the Homelessness Hub in accordance with the specific provisions provided for in this Agreement, below, and as may be directed by the County from time to time, acting reasonably.
6. Without limiting the generality of the foregoing, Family Services expressly agrees to operate the Homelessness Hub out of the premises located at municipal address 215 Talbot Street East, Leamington, Ontario (or such other or further location as the Parties may agree from time to time), which shall be open 7 days per week, including holidays, and which shall be open from at least 9:00 AM to 5:00 PM.

Emergency Shelter Program

7. Family Services hereby expressly agrees that it will operate the County's Emergency Shelter Program on behalf of the County, and will operate the County's Emergency Shelter Program in accordance

with the specific provisions provided for in this Agreement, below, and as may be directed by the County from time to time, acting reasonably.

8. Without limiting the generality of the foregoing, Family Services expressly agrees to provide at least 2 rooms in the County as an emergency shelter to those who meet the criteria provided by the County, from time to time, and providing the necessary oversight of those individuals who utilize the County's Emergency Shelter Program. The allocation of any funding in excess of the amounts provided to FSWE in accordance with the terms of this Agreement for the provision of rooms for the Emergency Shelter Program is subject to the County's discretion.

Homelessness Street Outreach Worker

9. Family Services hereby expressly agrees that it will employ an individual to act as the County's dedicated Homelessness Street Outreach Worker, and will operate this portion of the County's Homelessness Programs in accordance with the specific provisions provided for in this Agreement below, and as may be directed by the County from time to time, acting reasonably.
10. Without limiting the generality of the foregoing, Family Services expressly agrees that it shall employ provide at least 1 street outreach worker, for a minimum of 1 full-time equivalency to act as the County's dedicated Homelessness Street Outreach Worker.

Homelessness Programs

11. Family Services hereby further expressly agrees that in operating the Homelessness Programs it will:
 - a) engage in community partnerships and aim to establish the supports and services needed in the County to move homeless and at-risk individuals towards self-sufficiency;
 - b) work collaboratively with the County through its Housing with Supports Program and the City, as the regional affordable housing service provider, to find long term housing solutions for those experiencing homelessness and at-risk individuals who access the Homelessness Programs;
 - c) chair and lead the "Leamington Homelessness Committee"; foster engagement with committee members; and partner with committee members to provide various services to those accessing the Homelessness Programs;
 - d) ensure the Homelessness Programs adhere to a housing first philosophy and practice, including, but not limited to, consumer choice, harm reduction, and recovery oriented;
 - e) provide complex case management meetings with service providers as required;
 - f) provide oversight and leadership to other service providers to promote positive problem solving and bring about the best possible outcomes for the homeless and at-risk individuals being served;
 - g) ensure collection and storage of data, and accurate and reporting of same as required by the County on a monthly basis;
 - h) establish an effective referral and follow up process among housing service providers that is linked to common intake and

- assessment processes with triaging to appropriate services, including interim housing as and when required;
- i) participate in knowledge sharing and working in partnership with other community service providers and agencies at the local and Provincial level to deal with highly complex and vulnerable individuals;
 - j) develop and implement public awareness strategies and website resources for housing assistance;
 - k) apply documented, structured, and integrated case planning with identified goals to ensure client interactions have objectives and that provide short term supports and link to appropriate case management services as and when required;
 - l) connect individuals accessing the Homelessness Programs with appropriate services or supports based on their identified needs including income support programs, physical and mental healthcare, addiction treatment services, trauma services, vocational assessments and training, and employment, volunteer and social recreational opportunities;
 - m) attend meetings with service providers for and/or with individuals with complex needs accessing the Homelessness Programs, as and when required;
 - n) provide space for service providers to meet with clients at the Homelessness Hub and remind clients of all Homelessness Programs of appointments, as and when required;
 - o) provide proactive crisis planning to individuals accessing the Homelessness Programs, as and when required;
 - p) liaise with income support programs, as and when required;

- q) connect individuals accessing the Homelessness Programs with other long or short term formal and informal supports, as and when required;
 - r) support landlords as necessary in conjunction with the County's Housing with Supports Program staff, or other third-party housing support service providers, to ensure the best outcome for individuals accessing the Homelessness Programs; and
 - s) participate in research initiatives or evaluation, as required from time to time by the County.
12. Family Services further agrees that it will utilize the Homelessness Programs to provide services to individuals who directly access the Homelessness Programs that are experiencing homelessness or are at risk of homelessness, individuals who are referred by the County, individuals who are referred by the Homelessness Street Outreach worker, and/or individuals who are referred by other third-party groups that the County may authorize to refer individuals from time to time.
13. Family Services agrees that should any individual who attempts to access the Homelessness Programs, or that is referred to the Homelessness Programs in accordance with Section 12 above, be deemed by Family Services to not be suitable for accessing the resources of the Homelessness Programs, that Family Services shall immediately advise the County with an explanation as to why the individual should be excluded from accessing the Homelessness Programs.

14. It is understood and expressly agreed by Family Services that Family Services in implementing and operating the Homelessness Programs shall comply with all laws, rules, and regulations, and any other reasonable requirement imposed by the County.

Terms of Payment

15. In exchange for Family Services developing and implementing the Program on the terms outlined above, the County shall pay Family Services up to the maximum sum of \$470,000.00 per annum, to be paid on the following terms:
 - a) The sum of \$30,000.00 shall be paid by the County to Family Services at the conclusion of every month during the term of this Agreement;
 - b) Following Family Services remitting a detailed account to the Community Services Department of the County on account of the Homelessness Programs, the County and Family Services shall reconcile the amounts paid in the preceding month;
 - c) Family Services shall remit its detailed invoice as soon as possible following the end of each month, and will in any event provide its detailed invoice within 30 days of the end of the previous month;
 - d) Notwithstanding the above provisions, the maximum amounts to be paid to Family Services on account of this Agreement shall not exceed the sum of \$470,000.00 per annum;
 - e) The accounts to be submitted by Family Services shall contain such information as may be required by the County from time to time and communicated to Family Services in writing, and which may include, but is not limited to, copies of invoices for reimbursement of properly incurred expenses and a

breakdown of hours of service provided by staff along with their respective hourly rates;

- f) Notwithstanding the payment terms above, Family Services agrees to forward to the County, forthwith upon request, any records or other information required by the County from time to time to verify Family Services' claim for payment and/or to assist the County in complying with any obligation it may have related to requests for information made pursuant to the *Municipal Freedom of Information and Protection of Privacy Act* ("**MFIPPA**") or requests for information from other government bodies or agencies, to which the County is obligated to respond; and
- g) Further, notwithstanding the payment terms above, nothing in this Agreement prevents the County from paying an expense directly to a third party on account of the Homelessness Programs and subtracting same from the maximum amount payable to Family Services.

Indemnity and Insurance

16. Family Services hereby expressly covenants and agrees to indemnify and save harmless (but not defend) the County, and its members of Council, directors, officers, employees, agents, and all other representatives from and against any and all losses, claims, demands, debts, actions, causes of actions, damages, penalties, interest, costs or expenses (including reasonable legal fees and disbursements) or liability, at law or in equity, arising from or in any manner connected to this Agreement and the operation of the Homelessness Programs, to the extent caused by:

- a) the negligent or wrongful acts or omissions of Family Services or its employees and/or agents arising in connection with this Agreement and/or the Homelessness Programs;
- b) any and all breaches by Family Services or its employees and/or agents of any representations, warranties, covenants, terms or conditions of this Agreement;
- c) any employee source deduction, employer contribution or other employer/employee obligation, including interest and penalties thereon, which the County may be assessed or otherwise may incur under any federal, provincial, or municipal law as a result of a federal, provincial or municipal governmental department or agency, authority or competent tribunal determining that any employee of Family Services is considered an employee of the County.

17. Family Services covenants and agrees to provide and maintain public liability and property damage as may be required by the County, acting reasonably, from time to time.

Term of Agreement

18. This Agreement shall be and is effective from the date this Agreement is fully executed by both of the Parties hereto (the "**Effective Date**"), and shall remain in place for one (1) year, subject to a mutual agreement to extend or renew this Agreement in writing and executed by both Parties in accordance with the provisions of Section 2 above, unless and until any one or more of the following events occur:

- a) upon ninety (90) days' notice of termination being provided in writing by either of the Parties to the other, which notice shall (1) not require any cause and (2) 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) Family Services Windsor-Essex
1770 Langlois Ave,
Windsor, Ontario N8X 4M5
Attention: Joyce Zuk
- b) Family Services or the County has failed to comply with any of the terms and conditions of this Agreement, and failed to remedy same following written notice of the breach.

Consequences of Termination

19. Upon expiration or termination of this Agreement, the County shall pay Family Services up to the end of the month in which services were provided in support of the Homelessness Programs, but otherwise Family Services expressly acknowledges and agrees that it is entitled to no further payment from the County, and the County shall have no obligation to pay anything further to Family Services.
20. Upon expiration or Termination of this Agreement, Family Services shall immediately return to the County all records, files, lists, documents (including electronic material), equipment, software, and any and all other property of the County, unless otherwise directed by the County in writing.

AODA Requirements

21. Family Services expressly acknowledges and agrees that the County is actively participating in meeting the accessibility standards in Ontario pursuant to the provisions of the *Accessibility for Ontarians with Disabilities Act* ("**AODA**"), and Family Services further expressly agrees that it shall conform with all requirements of the *AODA* in fulfilling its obligations pursuant to this Agreement in developing and implementing the Program.

22. Without limiting the generality of the foregoing, Family Services specifically agrees that it shall ensure that any and all information, goods, and/or services provided by it on behalf of the County conforms with:
 - a) Ontario Regulation 429/01 – Accessibility Standards for Customer Service;
 - b) Ontario Regulation 191/11 – Integrated Accessibility Standard; and
 - c) World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0 Level AA.

23. Family Services may choose to contact the County's Vendor of Record, AbleDocs (www.AbleDocs.com), to procure the necessary services to ensure that any and all materials and services provided by Family Services are *AODA* compliant or for remediation of documents at its own expense.

24. Should Family Services fail to comply with providing materials and services that comply with the requirements of the *AODA*, and the

regulations thereto, the County shall contract with AbleDocs, or another qualified service provider, to remediate the same and Family Services acknowledges and agrees that it shall immediately reimburse the County for the costs of the same.

General

25. This Agreement shall not be assigned in whole or in part by Family Services without the written consent of the County, which consent may be arbitrarily refused.
26. This Agreement constitutes the entire agreement between the Parties and may only be amended in whole or in part by the express written agreement of the Parties hereto.
27. No waiver of any provision of this Agreement shall be implied, and no waiver shall be valid unless it is in writing and signed by the Party waiving its rights. No waiver of any breach of any of the terms, provisions or conditions of this Agreement shall be construed as or held to be a waiver of any other breach, or a waiver of, acquiescence in, or consent to, any further or succeeding breach hereof.
28. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada, and each of the Parties hereto irrevocably and unconditionally attorns to the exclusive jurisdiction of the courts located in the Province of Ontario for the purpose of any action or proceeding brought by either of them in connection with this Agreement or any alleged breach thereof.

29. The representations, warranties and other provisions in this Agreement that by their sense and context are intended to survive completion of performance, expiration or termination of this Agreement, shall so survive the performance, expiration or termination of this Agreement as necessary to give effect to their intention.
30. This Agreement may be executed in any number of counterparts, and may be executed electronically, each of which shall be deemed to be an original and all of which taken together shall constitute one fully executed Agreement. To evidence the fact that it has executed this Agreement, a Party may send a copy of its executed counterpart to the other Party by electronic transmission and the signature transmitted by such transmission shall be deemed to be that Party's original signature for all purposes.
31. This Agreement shall enure to the benefit of and be binding upon the heirs, trustees, successors, legal representatives, and authorized assigns of the Parties hereto.

**BALANCE OF THIS PAGE 14 OF 15 INTENTIONALLY LEFT BLANK
WITH EXECUTION PAGE ON FOLLOWING PAGE 15 OF 15.**

IN WITNESS WHEREOF the duly authorized signing officers of each of the Parties hereto have executed this Agreement, written on this and the preceding fourteen (14) pages on the 16th day of May, 2024.

The Corporation of the County of Essex

Hilda MacDonald, Warden

Katherine Hebert, Interim Clerk

We have authority to bind the County.

Family Services Windsor Essex

Joyce Zuk, Executive Director

I have authority to bind Family Services.