

JOINT AGREEMENT FOR SOCIAL AND HOUSING SERVICES

Amended agreement, made effective the _____ day of _____, 2023.

BETWEEN:

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

(hereinafter called the "City")

and

THE CORPORATION OF THE COUNTY OF HALIBURTON

(hereinafter called the "County")

WITNESSETH THAT:

WHEREAS O. Reg. 136/98, as amended, designates the City as the service delivery agent for the City of Kawartha Lakes and the County of Haliburton, pursuant to the *Ontario Works Act, 1997*, which authorizes municipalities to enter into cost sharing agreements for the provision of Ontario Works services;

AND WHEREAS O. Reg. 367/11, as amended, designates the City as the service manager for the City of Kawartha Lakes and the County of Haliburton, pursuant to the *Housing Services Act, 2011*, which empowers the service manager to apportion its costs among itself and the municipalities within its geographic service area;

AND WHEREAS O. Reg. 138/15, as amended, designates the City as service delivery agent for Children's Services for the City of Kawartha Lakes and the County of Haliburton, pursuant to the *Child Care and Early Years Act, 2014*;

AND WHEREAS O. Reg. 138/15, as amended, provides for the sharing of costs by the City and the County for the purposes of providing services pursuant to the *Child Care and Early Years Act, 2014*;

AND WHEREAS the City and County wish to establish cost sharing formulas for non-statutory provincial and municipal programs described in this Agreement;

AND WHEREAS the *Emergency Management and Civil Protection Act* requires every municipality to adopt an emergency plan governing the provision of necessary services during an emergency;

AND WHEREAS the City and the County wish to establish a joint advisory committee comprised of representatives from both the City and the County to advise the Council of the City of Kawartha Lakes concerning the management, administration, cost-sharing and delivery of Ontario Works, Housing Services, Homelessness Prevention Programs and Children's Services, with the City remaining accountable for the exercise of its powers and the performance of its duties to the Province in accordance with the various statutes;

AND WHEREAS the City and the County desire that said committee review and advise upon the delivery of statutory and non-statutory provincial and municipal programs that the City may establish from time to time;

AND WHEREAS the City and the County intend to share the costs associated with the provision of the services and programs fairly and to establish mechanisms for assessing accountability and communication as between them;

AND WHEREAS the City and the County have previously entered into an agreement dated January 5, 1999, amended May 9, 2001, amended June 22, 2011, and amended November 10, 2016, pertaining to the Consolidated Municipal Service Manager role for the delivery of social services in the County of Haliburton and the City of Kawartha Lakes, which agreement is known as the Joint Advisory Committee Agreement for Social and Housing Services;

NOW THEREFORE IN CONSIDERATION OF the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the County hereby agree as follows:

ARTICLE 1 **INTERPRETATION**

1.1 Definitions

In this Agreement, capitalized terms not otherwise defined herein shall have the following meanings:

1.1.1 "Agreement" means this agreement and all Schedules attached to this agreement, in each case as they may be amended or supplemented from time to time, and unless otherwise indicated, references to articles, sections and schedules are to articles, sections and schedules in this Agreement.

1.1.2 "Applicable Law" means all:
common law, laws, statutes, regulations, by-laws, ordinances and treaties;
legally enforceable codes and rules; and
legally enforceable judicial, arbitral, administrative, ministerial, departmental or regulatory, judgments, orders, decisions, directives, rulings or awards;

1.1.3 "City" means the Corporation of the City of Kawartha Lakes.

1.1.4 "City Council" means the municipal council for the Corporation of the City of Kawartha Lakes.

1.1.5 "Consolidated Municipal Service Manager" means the provincially designated role that the City has been appointed to pursuant to applicable Acts governing Ontario Works, Housing, Homelessness Prevention and Children's Services for the geographic area of the City of Kawartha Lakes and the County of Haliburton.

1.1.6 "Committee" means the Joint Advisory Committee for Social and Housing Services, established by the City in accordance with Section 4 of this Agreement.

1.1.7 "County Council" means the municipal council for the Corporation of the County of Haliburton.

1.1.8 "County" means the Corporation of the County of Haliburton.

1.1.9 "Delivery Agent" means the provincially designated Consolidated Municipal Service Manager.

1.1.10 "Department" means the City's Human Services Department.

1.1.11 "Director" means the person employed from time to time in the position of Director of the City's Human Services Department.

1.1.12 "Mayor" means the person elected from time to time to the position of Mayor of the City and, in the absence of the Mayor, includes the person duly authorized by Council to fulfill the duties of the Mayor in the Mayor's absence.

1.1.13 "Notice" has the meaning ascribed to it in Section 14.

1.1.14 "Service Manager" means the provincially designated Consolidated Municipal Service Manager

1.1.15 "Warden" means the person elected from time to time to the position of Warden of the County Council and, in the absence of the Warden, includes the person duly authorized by Council to fulfill the duties of the Warden in the Warden's absence.

1.2 Schedules

Schedule "A" (Form of Budget), Schedule "B" (Form of Quarterly Financial Report) and Schedule "C" (Form of Director and/or Manager Report) attached hereto form part of this Agreement.

1.3 Interpretation

In this Agreement:

1.3.1 words importing the singular include the plural and vice versa and words importing gender include all genders;

1.3.2 section headings contained in this Agreement are included solely for convenience of reference, are not intended to be full or accurate descriptions of the contents thereof and shall not be considered part of this Agreement;

1.3.3 any reference in this Agreement to a statute or to a regulation or rule promulgated under a statute or to any provision of a statute, regulation or rule shall be a reference to the statute, regulation, rule or provision, as amended, re-enacted or replaced from time to time.

ARTICLE 2 AGREEMENT AND TERM

2.1 Former Agreement

This Agreement hereby repeals and replaces the Agreement between the parties dated November 10, 2016.

2.2 Term

This Agreement shall commence on January 1, 2024 and shall continue until otherwise terminated in accordance with this Agreement.

2.3 Termination

Either party may at any time terminate this Agreement, without penalty or cause, by giving a minimum of six (6) months written notice to the other in accordance with Section 13.

ARTICLE 3
CONSOLIDATED MUNICIPAL SERVICE MANAGER

3.1 Obligations

The City as the Consolidated Municipal Service Manager is responsible for each service provided under this Agreement and is obliged to discharge such responsibilities as may be legislated or otherwise prescribed for the delivery of service within the City and the County to:

- 3.1.1** Effectively and efficiently plan, manage and evaluate the services;
- 3.1.2** Be accountable for the administration of the services and human resource functions required to operate effectively and in accordance with established policies and standards;
- 3.1.3** Administer the applicable cost-sharing arrangements between the different levels of government (federal, provincial, and municipal);
- 3.1.4** Determine the appropriate service delivery approaches to meet the needs of the population requiring these services; and
- 3.1.5** Acquire all goods and services required for the delivery of the services within respective operating and acquisition policies and standards.

ARTICLE 4
COMMITTEE

4.1 Creation of Committee

The City hereby establishes a committee comprised of six members, to advise the Council of the City of Kawartha Lakes concerning the management, administration, cost-sharing and delivery of:

- 4.1.1** services prescribed pursuant to the Ontario Works Act, 1997, the Housing Services Act, 2011, the Child Care and Early Years Act, 2014, and the Ministry of Municipal Affairs and Housing Act, 1990, together with each of their respective regulations, with the City remaining accountable for the exercise of its powers and the performance of its duties to the Province in accordance with the various statutes; and
- 4.1.2** non-statutory municipal and provincial programs.

4.2 Committee Composition

The Committee shall be composed of six voting members, including:

- 4.2.1** Three City Councillors appointed by City Council; and
- 4.2.2** Three County Council members appointed by the County Council.

4.3 Committee Staff

The staff supporting the Committee shall include the Chief Administrative Officer of the County, the Director and other staff as deemed necessary.

4.4 Regular Committee Meetings

The Committee shall meet at least quarterly unless such quarterly meetings are cancelled by mutual agreement between the Chief Administrative Officer of the County and the Director. Meeting locations shall alternate between Lindsay and Minden, unless by mutual agreement.

4.5 Supplemental Committee Meetings

Additional, special or supplemental meetings of the Committee may be requested by either party upon not less than two weeks prior written notice, unless by mutual agreement. Such notice may be given by the Chief Administrative Officer of either the City or the County, or by the Director.

4.6 Committee Procedures

The Committee shall adopt the City’s Procedural By-law 2020-001 as amended for the operation of its meetings. Upon execution of this Agreement, the City shall provide to the County a current copy of its by-law, and thereafter shall provide any amended versions adopted by the City from time to time.

4.7 Committee Chair

A City Council member, appointed by City Council, shall chair the Committee. A Vice-Chair may be appointed by the Committee. The Chair, at their discretion, may permit the Vice-Chair to chair any meeting of the Committee.

4.8 Reports from Committee

4.8.1 Report to Council – The Committee shall report directly to both City and County Council, and not to any other committee of either Council.

4.8.2 Meeting Minutes – The minutes of each Committee meeting are to be forwarded to both City Council and County Council in draft form.

4.8.3 Accountability – The Committee shall at all times be accountable to the City Council.

**ARTICLE 5
OFFICES**

5.1 Committee Offices & Resource Centres

The City shall staff and operate offices to be located in the geographic Municipality of the City of Kawartha Lakes and the County of Haliburton in order to maintain and improve accessible and timely service delivery in both municipalities. Additionally, services may be provided virtually, in-community or through other electronic means.

5.2 Staffing County of Haliburton Office

All staff delivering services pursuant to this agreement shall be employees of the City. The staff complement in the County of Haliburton office will not be reduced without prior consultation with the Committee.

**ARTICLE 6
COST SHARING AND FUNDING FORMULA**

6.1 Sharing of Costs

The City and County are responsible for paying their respective shares of all actual costs incurred in the administration and delivery of the programs and services described in this Agreement. The parties agree to share the costs incurred by the City according to the following formulas.

Program	Description	Cost-sharing
Ontario Works (OW)	Program Delivery (administration) costs for which the Government of Ontario requires a municipal contribution.	Costs shall be allocated between the City and County based on percentage of OW caseload residing in their respective geographic areas

Program	Description	Cost-sharing
	Basic Needs, Mandatory and Employment Related Expense Benefit Costs for which the Government of Ontario requires a municipal contribution.	Actual costs shall be paid by the City and the County for residents of their respective geographic areas.
	The provision of Discretionary Benefits under the <i>Ontario Works Act</i> for which the Government of Ontario requires a municipal contribution and consistent with policy direction of each Council.	Actual costs shall be paid by the City and the County for residents of their respective geographic areas up to the maximums set by the province and 100% County of Haliburton tax levies
	Supplemental, time limited 100% provincial program benefit or program delivery subsidy provided to the City as the Service Delivery Agent for a dedicated purpose or to offset increased costs associated with a specific program or initiative.	This funding does not require a municipal contribution and will be allocated by the City to the intended program or initiative. The funding will not reduce the approved annual budgets of either the City or County unless specifically designated by the Province for such purpose.
Children's Services	Administration costs for which the Government of Ontario requires a municipal contribution.	Costs shall be allocated between the City and County based on 16% of total administration costs
	All other (service) costs for which the Province requires a municipal contribution	Actual costs are to be paid by the City and the County for residents of their respective geographic areas.
Housing Services	Transferred Housing Providers including Kawartha Lakes-Haliburton Housing Corporation (KLHHC), Monmouth Township Non Profit Housing Corporation (MTNPHC), Haliburton Community Housing Corporation (HCHC), Stannworth Non Profit Housing Corporation (SNPHC), Fenelon Area Independent Living Association	Actual municipal subsidy to be allocated between the City (71%) and the County (29%), with percentages based on the number of transferred housing units. The formula will only be updated as these transferred units are removed from operation (ie – through KLHHC's regeneration projects and sale of homes).

Program	Description	Cost-sharing
	(FAILA) and Neighborhood Housing In Lindsay (NHIL)	The federal funding received and allocated by the City to these transferred providers will be cost shared at the same percentage.
	Administration costs associated with the transferred housing providers	Actual administration costs will be cost shared based on the number of transferred housing units. City (71%) and the County (29%). The formula will only be updated as these transferred units are removed from operation.
	Capital costs for the transferred housing units within KLHHC properties	The City and County shall be responsible for the actual project costs (net of all other revenue sources including contributions from KLHHC reserves) for the properties in their respective geographic areas, billed quarterly based on budget and reconciled at project completion.
	Rent Supplement Programs	The City and County shall be responsible for 100% of the net municipal program cost pertaining to housing units located in their respective geographic areas.
Homelessness/ Homelessness Prevention Services	100% Provincial homelessness prevention program funding	The total funding will be allocated by the City as the Service Manager for Housing and Homelessness. The establishment of the homelessness system will be consistent with Council and provincially approved Housing and Homelessness plans. Allocations will not be a set percentage between the City and County but will address the overall system that will serve both municipalities.
	100% municipal costs to support and	The annual operating budget process may

Program	Description	Cost-sharing
	<p>supplement the homelessness prevention system in the City and County, approved through the annual operating budget process.</p>	<p>include the provision of a municipal contribution from the City and County that supports the overall homelessness system. The budget allocation will be recommended based on the system need for both municipalities including Homelessness Prevention services; Emergency Shelter services; Housing with Related Supports; Homelessness Services and Supports; and Program Administration.</p> <p>The budget shares of the municipal costs will be determined consistent with the Ontario Works caseload split, similar to the Ontario Works Program Delivery budget. This split is consistent with the proportionate share of families in need of similar Ontario Works services in each municipality.</p> <p>The entire Homelessness budget, inclusive of Provincial and municipal funding, will be administered as a whole. Where gross expenditures at year end are below the gross budget, the City and County will share the surplus proportionately to the budgeted municipal allocations.</p>
<p>Non-statutory provincial programs</p>	<p>All municipal costs for any discretionary provincially directed programs.</p>	<p>The City and County shall each make their own separate determination of whether or not to participate in such programs. When both participate, and a municipal cost share is required, they shall</p>

Program	Description	Cost-sharing
		make an agreement as to the allocation of costs, which agreement shall form a part of this Agreement.
Non-statutory municipal programs	All municipal costs for any discretionary local programs.	The City and County shall each make their own separate determination of whether or not to participate in such programs. When both participate, they shall make an agreement as to the allocation of costs, which agreement shall form a part of this Agreement.

6.2 Actual Cost Billing

The City will bill the County quarterly for the County's share of costs calculated on the basis of the agreed cost-sharing formulas described in this Agreement.

6.3 Annual Surplus / Deficit

The parties shall share in any annual surplus or deficit based on usage.

6.4 Annual Review of Cost Sharing

The Committee shall conduct a review of cost sharing formulas in conjunction with the review of this entire Agreement as described in Section 17.5 or at the request of either party.

ARTICLE 7

ASSETS

7.1 Property of the City

All equipment, supplies and furnishings used in the delivery of services under this Agreement in the City's offices in the geographic City of Kawartha Lakes and the geographic County of Haliburton, and any municipally-owned motor vehicles used by the staff of the City are and shall remain the property of the City both during the life of this Agreement and following dissolution of the Committee or termination of this Agreement.

ARTICLE 8

CONSULTATION AND PLANNING

8.1 Consultation

The City must consult with the Committee before starting, terminating or substantially altering any of the programs and services within the scope of this Agreement.

ARTICLE 9

INFORMATION SHARING AND ACCOUNTABILITY MECHANISMS

9.1 Annual Budget Estimate

The City shall provide a timely annual budget estimate, and any revisions to such, to the County Treasurer, sufficiently in advance to permit the County Treasurer to include such estimates in the annual operating budget proposal to County Council at all stages of the budget process. Budget estimates for the upcoming year shall be provided by the City to the County late Q3 / early Q4. The exception to this clause pushing timelines out will be noted during an election year.

9.2 Final Approved Budget

The City shall provide the final approved budget for the services within the scope of this Agreement to the County no later than two weeks following its approval by the City Council.

9.3 Form of Budget Information

Budget estimates and the final approved budget, are to be substantially in the form shown in Schedule "A", attached hereto.

9.4 Quarterly Financial Reports

The City shall provide quarterly financial reports to the Committee and the County Treasurer, including variances from the approved budget, substantially in the form shown in Schedule "B", attached hereto. Quarterly financial reports are to be provided by the City no later than forty-five (45) days following end of each quarter.

9.5 Service Manager Reports

The City shall provide staff reports from the Director and Manager(s) describing service delivery information, including community and program matters of interest, Ministry updates, and communication and engagement activities inclusive of service data and outcomes and performance indicators as requested and approved by the Committee, as further detailed in Schedule "C", attached hereto.

9.6 Staff Reports to Council

Upon the request of the Council or Chief Administrative Officer for either party, City staff shall attend any meeting of the requesting Council to which they are invited to answer questions concerning the budget, financial reports, Service Manager reports, or any other matters within the scope of this Agreement, subject to availability. At the request of the Director, with reasonable notice, City staff may report at any meeting of the Council of the County of Haliburton on any matter within the scope of this Agreement, subject to the ability of the Council to accommodate the request in its agenda for the specific meeting requested.

ARTICLE 10

COUNCIL TO COUNCIL COMMUNICATION

10.1 Deputations to Council

Should the need arise to discuss or address issues within the scope of this Agreement, elected representatives from either Council, at the request of the Council shall be scheduled for a deputation at a meeting of the other Council in accordance with the host Council's procedural by-law and related policies. Notwithstanding the host Council's procedural by-law and related policies, such deputations may be for any period of time up to fifteen (15) minutes as deemed necessary by the visiting representatives.

ARTICLE 11

CONFIDENTIALITY

11.1 MFIPPA

Information provided by the City to the Committee and/or the County within the scope of this Agreement is the property of the City. Its collection, use and disclosure shall be governed by the *Municipal Freedom of Information and Protection and Privacy Act* (MFIPPA) and the policies of the City of Kawartha Lakes.

ARTICLE 12 **INDEMNITY**

12.1 Mutual Indemnification

Each party shall at all times indemnify and save harmless the other party, its officers, elected officials, employees, agents, invitees, successors and assigns (all of which are hereinafter called the "Indemnitees") 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 Indemnitees, or their property in respect of any loss, damage or injury (including fatal injury) to any person or property directly or indirectly arising out of, resulting from or sustained as a result of the first party'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 Indemnitees.

ARTICLE 13 **INSURANCE**

13.1 Insurance

During the term of this Agreement, each party shall maintain, at its own expense, general liability insurance having a limit of not less than \$10,000,000 in respect of injury or death to a single person or for property damage with an insurer acceptable to the City's Treasurer, acting reasonably. Each party shall add the other party as an additional insured on all insurance policies referred to above.

The Corporation of the City of Kawartha Lakes shall name the Corporation of the County of Haliburton as an additional insured as set out under 12.1 above but only with respect to the operations of The Corporation City of Kawartha Lakes as defined under this Agreement at all times and throughout the term of this Agreement.

The Corporation of the County of Haliburton shall name the Corporation of the City of Kawartha Lakes as an additional insured as set out under 12.1 above but only with respect to the operations of The Corporation of County of Haliburton as defined under this Agreement, at all times and throughout the term of this Agreement.

13.2 Undertaking

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 thirty (30) days prior written notice has been given to the other party.

13.3 Evidence of Insurance

Each party shall provide, upon request, evidence of such insurance coverage in a form satisfactory to the other and from time to time, as such coverage expires or is replaced, shall provide evidence of renewals or replacements thereof satisfactory to the other party.

ARTICLE 14 **NOTICE**

14.1 Notice

Any demand or notice to be given pursuant to the 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, by applicable email or sent by prepaid registered mail addressed to such party as follows

(a) Where the City is the intended recipient:

The Corporation of the City of Kawartha Lakes
Human Services Department
Box 2600, 68 Lindsay Street North
Lindsay, Ontario K9V 4S7

Attention: Director of Human Services
Applicable email address provided upon request.

(b) Where the County is the intended recipient:

The Corporation of the County of Haliburton
P.O. Box 399,
11 Newcastle Street,
Minden, Ontario K0M 2K0.

Attention: Chief Administrative Officer
Applicable email address provided upon request.

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 affecting the delivery or handling thereof, on the day following three (3) clear business days following the date of mailing.

ARTICLE 15

EMERGENCY RESPONSE PLANNING

15.1 Emergency Management Program

The City of Kawartha Lakes Human Services team is responsible for the provision of Emergency Social Services in the County, pursuant to the *Emergency Management and Civil Protection Act* and the City's tripartite agreement for such services with the County and the Canadian Red Cross. The Ontario Works Administrator is the contact and liaison for the provision of emergency social services.

ARTICLE 16

DISPUTE RESOLUTION

16.1 Dispute Resolution

All disputes and questions whatsoever which shall arise between any of the parties in connection with this Agreement, or the construction or application thereof or any Section or thing contained in this Agreement or as to any act, deed or omission of any party or as to any other matter in any way relating to this Agreement, shall be resolved by arbitration. A single arbitrator shall conduct such arbitration. The arbitrator shall be appointed by agreement between the parties. In default of such agreement, such

arbitrator shall be appointed by a Judge of the Superior Court of Justice, upon the application of any of the parties and such judge shall be entitled to act as such arbitrator, if they so desire. Unless otherwise agreed to by the parties, the arbitration shall be held in the Town of Lindsay, City of Kawartha Lakes, Ontario. The procedure to be followed shall be agreed to by the parties or, in default of such agreement, determined by the arbitrator. The arbitration shall proceed in accordance with the provisions of the *Arbitration Act, 1991* (Ontario). The arbitrator shall have the power to proceed with the arbitration and to deliver their award notwithstanding the default by any party in respect of any procedural order made by the arbitrator. The decision arrived at by the arbitrator shall be final and binding and no appeal shall lie therefrom. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

ARTICLE 17

REVIEW AND AMENDMENTS TO AGREEMENT

17.1 Amendment of Agreement

This Agreement may be amended at any time and from time to time by the mutual agreement of both parties, where such amendments are made in accordance with this Article 17.

17.2 Notice of Amendment

Either party may serve the other party with notice given in accordance with Article 14 of this Agreement that it wishes to amend this Agreement. Following such notice, the Committee shall meet to discuss the proposed amendments and make recommendations to each party's Council.

17.3 By-Law Approving Amendment

The mutual consent of both parties to amend this Agreement shall be evidenced by a by-law from each of their respective Councils, approving execution of the amended agreement.

17.4 Amendments in Writing

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

17.5 Review Every Four Years

The Committee may conduct a full review of this Agreement once every four years and present any proposed amendments to both Councils. The first such review process by the Committee shall commence at a Committee meeting early in the fourth year, after the previous amended agreement is signed and dated. Recommendations, if any, will be forwarded to both Councils no later than the last Council meeting of that same year.

ARTICLE 18

GENERAL PROVISIONS

18.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the parties hereby attorn to the exclusive jurisdiction of the courts of the Province of Ontario with respect to the enforcement and interpretation of this Agreement.

18.2 Severability

If any term, covenant or condition of this Agreement or its application is, to any extent, invalid or unenforceable, the remainder of this Agreement

and/or the application of such term, covenant or condition will not be affected (other than the term, covenant or condition which was held invalid or unenforceable). Each term, covenant or condition of this Agreement is separately valid and enforceable to the fullest extent permitted by law.

18.3 Waiver

Failure by a party to require performance by any other party of any term, covenant or condition contained in this Agreement will not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of such term, covenant or condition or of any other term, covenant or condition contained in this Agreement.

18.4 Successors and Assigns

This Agreement shall enure to the benefit of and be binding on the respective successors and assigns of each of the parties to it.

18.5 Successors and Assigns

Nothing contained in this Agreement, expressed or implied, shall confer upon any person, corporation or other entity, other than the parties hereto and their successors in interest and assigns, any rights or remedies under or by reason of this Agreement.

18.6 Obligations Surviving Termination

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

18.7 Further Assurances

The parties hereto covenant and agree that they will at their own expense from time to time and at all times hereafter, upon every reasonable request of the other, promptly make, do, execute and deliver or cause to be made, done, executed and delivered all such further acts, deeds or assurances as may be reasonably required for purposes of implementing the matters contemplated by this Agreement and establishing and protecting the rights, interest and remedies intended to be created as herein described.

18.8 Unavoidable Delay

Despite anything to the contrary in the Agreement, if either party is delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reason of being unable to obtain materials, goods, equipment, services or labour, power failure, riots, insurrection, sabotage, rebellion, war, act of God, or by reason of any Applicable Law, or by reason of an order or direction from the Province, or by reason of any other cause beyond its control, whether of the foregoing character or not, then the time for fulfillment of such obligation shall be extended during the period in which such circumstance operates or has operated to prevent, delay or restrict the fulfillment thereof and the other party to the Agreement shall not be entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby.

18.9 Entire Agreement

This Agreement and the Schedules attached to this Agreement and forming part of this Agreement shall supersede all previous negotiations and discussions between the parties (including, without limitation, the Alliance Agreement) and sets out all the covenants, promises, agreements, conditions and understandings between the parties concerning the subject matter of this Agreement. There are no covenants, promises, warranties, agreements, conditions or representations, either oral or written, between them other than are those set out in this Agreement. Except where this

Agreement so provides, no subsequent alteration, amendment, change or addition to this Agreement will be binding upon the parties unless it is in writing and signed by them.

18.10 Independent Advice

Each party acknowledges having obtained such independent legal and other professional advice that it deems necessary in connection with entering into the Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day of , 2023.

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

Per:

Name: Doug Elmslie
Title: Mayor
(I have authority to bind the corporation)

Name: Cathie Ritchie
Title: Clerk
(I have authority to bind the corporation)

THE CORPORATION OF THE COUNTY OF HALIBURTON:

Per:

Name: Liz Danielson
Title: Warden
(I have authority to bind the corporation)

Name: Gary Dyke
Title: Clerk
(I have authority to bind the corporation)

SCHEDULE "A" TO THE AGREEMENT

2016 Budget - DRAFT												
City of Kawartha Lakes												
Hailburton County Contribution												
Social Services and Housing												
Department Code	Description	Total Expenditure	Total Grant & Other	Net Expenditures	2016 CKL Contribution	2016 Hailburton Contribution	Total Contribution	2015 Budgeted Hailburton Contribution	Hailburton Budget Variance 15 vs '16	2015 Budgeted CKL Contribution	CKL Budget Variance 15 vs '16	
SOCIAL SERVICES:												
6010	Social Services Administration	5,866,456	3,690,053	2,176,403	1,879,003	297,400	2,176,403	303,043	(5,643)	1,808,242	70,761	
6020	Regular Financial Assistance	14,223,337	13,455,214	768,123	642,023	126,100	768,123	182,958	(56,858)	960,532	(318,509)	1
6040	Mandatory Benefits	575,500	542,121	33,379	28,038	5,341	33,379	7,754	(2,413)	40,707	(12,669)	1
6050	Discretionary Benefits - CKL Only	647,479	483,478	164,001	164,001	-	164,001	-	-	164,001	-	
6051	Discretionary Benefits - Hailburton Only	89,865	84,653	5,212	-	5,212	5,212	7,125	(1,913)	-	-	1
6140	Homelessness	1,919,827	1,363,748	556,079	467,106	88,973	556,079	88,973	-	467,106	-	2
6310	Child Care Administration	429,969	355,905	74,064	59,673	14,391	74,064	14,391	-	78,456	(18,783)	
6320	Child Care Wage Subsidy	2,206,981	2,033,945	173,036	141,121	31,915	173,036	31,915	-	141,122	(1)	
6340	Child Care Special Needs Resourcing	1,422,518	1,261,734	160,784	117,522	43,262	160,784	43,262	-	117,522	-	
6350	Child Care Fee Subsidy	2,056,071	1,853,646	202,425	158,697	43,728	202,425	43,728	-	158,697	-	
6360	Community Social Investment Fund	173,744	-	173,744	130,300	43,444	173,744	43,444	-	130,300	-	
6370	Child Care Health and Safety	62,457	62,457	-	-	-	-	-	-	-	-	
		29,674,204	25,186,954	4,487,250	3,787,484	699,766	4,487,250	766,593	(66,827)	4,066,685	(279,201)	
HOUSING:												
6505	Strong Communities Rent Supp	251,828	190,939	60,889	50,389	10,500	60,889	10,284	216	48,656	1,733	3
Fund 8	KLHHC Operating	4,569,480	3,449,740	1,119,740	1,030,161	89,579	1,119,740	89,579	-	1,030,161	-	4
Fund 8	KLHHC Capital	1,054,659	106,083	948,576	839,946	108,630	948,576	139,198	(30,568)	633,067	206,879	5
Fund 8	KLHHCNP Operating Transfer	1,509,161	360,699	1,148,462	721,419	427,043	1,148,462	418,488	8,555	722,868	(1,449)	6
6500	Other NP Transfers	1,556,154	334,543	1,221,611	747,209	474,402	1,221,611	430,039	44,363	761,565	(14,356)	6
		8,941,282	4,442,004	4,499,278	3,389,124	1,110,154	4,499,278	1,087,588	22,566	3,196,317	192,807	
	Total	38,615,486	29,628,958	8,986,528	7,176,608	1,809,920	8,986,528	1,854,181	(44,261)	7,263,002	(86,394)	

SCHEDULE "B" TO THE AGREEMENT

2015 Q4 Financial Report														
City of Kawartha Lakes														
2015 Haliburton County Contribution														
Social Services and Housing														
As of December 31, 2015														
Department Code	Description	YTD Expenditure	YTD Grant & Other	Net Expenditures	YTD CKL Contribution	YTD Haliburton Contribution	Total Contribution	2015 Budgeted Haliburton Contribution	2015 Haliburton Budget Variance (Over) / Under	2015 Haliburton % of Subsidy Spent	2015 Budgeted CKL Contribution	2015 CKL Budget Variance (Over) / Under	2015 CKL % of Subsidy Spent	Notes
SOCIAL SERVICES:														
6010	Social Services Administration	5,499,956.04	3,595,477.39	1,904,478.65	1,581,555.51	322,923.14	1,904,478.65	303,043	(19,880)	107%	1,808,242	226,686	87%	1
6020	Regular Financial Assistance	14,103,391.32	12,907,033.25	1,196,358.07	964,665.20	231,672.87	1,196,358.07	182,958	(48,715)	127%	960,532	(4,153)	100%	1
6040	Mandatory Benefits	568,293.05	510,279.65	48,013.20	38,842.28	9,170.94	48,013.20	7,754	(1,417)	118%	40,707	1,865	95%	1
6050	Discretionary Benefits - CKL Only	435,407.53	397,962.41	37,445.12	37,445.12	-	37,445.12	-	-	-	164,001	126,556	23%	-
6051	Discretionary Benefits - Haliburton Only	84,463.33	75,356.64	9,106.69	9,106.69	9,106.69	9,106.69	7,125	(1,982)	128%	-	-	-	2
6140	Homelessness	1,889,332.33	1,433,253.64	556,078.69	467,105.69	88,973.00	556,078.69	88,973	-	100%	467,106	0	100%	-
6310	Child Care Administration	429,173.44	336,326.44	92,847.00	78,456.00	14,391.00	92,847.00	14,391	-	100%	78,456	-	100%	-
6320	Child Care Wage Subsidy	2,192,858.92	2,021,102.92	171,756.00	140,046.00	31,710.00	171,756.00	31,915	205	99%	141,122	1,076	99%	-
6340	Child Care Special Needs Resourcing	1,422,518.00	1,261,734.00	160,784.00	117,522.00	43,262.00	160,784.00	43,262	-	100%	117,522	-	100%	-
6350	Child Care Fee Subsidy	2,107,752.04	1,905,327.04	202,425.00	158,697.00	43,728.00	202,425.00	43,728	-	100%	158,697	-	100%	-
6360	Community Social Investment Fund	172,586.00	-	172,586.00	129,439.50	43,146.50	172,586.00	43,444	298	99%	130,300	861	99%	-
6370	Child Care Health and Safety	67,276.00	67,276.00	-	-	-	-	-	-	-	-	-	-	-
		29,063,006.00	24,511,129.58	4,551,876.42	3,713,794.28	838,084.14	4,551,876.42	766,593	(71,491)	109%	4,066,685	352,891	91%	-
HOUSING:														
6505	Strong Communities Rent Supp	241,153.47	190,939.36	50,214.11	41,957.83	8,256.28	50,214.11	10,284	2,028	80%	48,656	6,698	86%	-
Fund 8	KJ-HHC LHC Operating	3,084,726.00	1,914,986.00	1,119,740.00	1,030,161.00	89,579.00	1,119,740.00	89,579	-	100%	1,030,161	-	100%	-
Fund 8	KJ-HHC LHC Capital	972,308.00	200,043.00	772,265.00	633,067.00	139,198.00	772,265.00	139,198	-	100%	633,067	-	100%	-
Fund 9	KJ-HHC NP Operating Transfer	1,509,161.00	367,805.00	1,141,356.00	722,868.00	418,488.00	1,141,356.00	418,488	-	100%	722,868	-	100%	-
Fund 9	KJ-HHC NP Capital	488,816.00	190,000.00	298,816.00	298,816.00	-	298,816.00	-	-	-	298,816	-	100%	-
6500	Other NP Transfers	1,504,516.33	368,767.00	1,145,749.33	721,822.08	423,927.25	1,145,749.33	430,039	6,112	99%	761,565	39,743	95%	-
year end only	Adjustments to Capital - Closed Projects	7,750,680.80	3,222,540.36	4,528,140.44	3,448,691.91	(1,087,877)	4,528,140.44	1,087,898	8,139	98%	3,495,133	46,441	99%	-
	Total	36,813,688.80	27,733,669.94	9,080,018.86	7,162,486.19	1,905,644.80	9,080,018.86	1,854,181	(63,352)	103%	7,561,818	399,332	95%	

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SCHEDULE "C" TO THE AGREEMENT

SERVICE MANAGER REPORTS PREPARED FOR THE Joint Advisory Committee for Social and Housing Services.

Reports will be prepared as relevant information pertains at a:

- Strategic Level in a Director's Report; and
- Programmatic Overview and Operational Level in a corresponding Manager Report for:
 - Social Services, including Children's Services and Ontario Works; and
 - Housing Services, including Housing and Homelessness Prevention Programs.

Reports will be based substantially on the above programs and services, and will include a combination of statistical, outcome, performance and narrative information relating to the City's role as Consolidated Municipal Service Manager. Statistical information will be broken down between City and County (as to geographic area of residence of program and service recipients) subject to database limitations. Reporting on some programs may be limited to annual updates, based on data relevance.