

THE CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW NO. 2005-09

Being a by-law to authorize execution by the Reeve and Administrator of an agreement between the municipality and the District of Sault Ste. Marie Social Services Administration Board (language and literacy program)

THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF PRINCE HEREBY ENACTS AS FOLLOWS:

1. THAT the Reeve and Administrator are and they are hereby authorized to execute and affix the Corporate Seal to an Agreement between the municipality and the District of Sault Ste. Marie Social Services Administration Board, which Agreement is attached hereto as Schedule "A".
2. SCHEDULE "A"

Schedule "A" forms part of this by-law.

READ THREE TIMES AND PASSED in open Council this 10th day of May 2005.


Reeve


Administrator



SCHEDULE "A" TO BY-LAW 2005-09

This Agreement made the 19th day of April 2005.

B E T W E E N:

DISTRICT OF SAULT STE MARIE SOCIAL SERVICES ADMINISTRATION BOARD
ONTARIO WORKS DIVISION OF THE SOCIAL SERVICES DEPARTMENT
hereinafter called the "Social Services Department"

-- and --

CORPORATION OF THE TOWNSHIP OF PRINCE
PRINCE TOWNSHIP FAMILY/CHILD RESOURCE CENTRE
hereinafter called the "Service Provider"

WHEREAS it is the responsibility of the Social Services Department to deliver various social services and programs on behalf of the District of Sault Ste Marie Social Services Administration Board for the benefit of eligible participants residing in the area of jurisdiction; City of Sault Ste. Marie, Prince Township, and area known as Sault North;

AND WHEREAS the Service Provider has the ability to deliver certain social services and programs (the "Designated Program") in a timely and efficient manner;

This Agreement witnesses that in consideration of the mutual covenants and agreements contained herein and subject to the terms and conditions hereinafter set out, the Social Services Department and the Service Provider agree as follows:

1. Designated Program

The specific details of the Designated Program including the service or program, terms, and special conditions are fully set out in Schedule "A" hereto attached.

2. Engagement of Service Provider

The Social Services Department hereby engages the Service Provider to deliver the Designated Program and the Service Provider hereby agrees to deliver the Designated Program upon the terms and conditions as set out in Schedule "A" and in accordance with the policies, guidelines and requirements of the Social Services Department as communicated to it.

3. Term of Agreement

The term of this Agreement commenced January 1, 2005 until December 31, 2005.

4. Termination of Agreement

The Social Services Department may terminate this Agreement without notice or without any liability in the event of:

- (a) serious misconduct by Service Provider, in the opinion of the Social Services Department, or the neglect, failure or refusal to proceed promptly with the Agreement as proposed; or
- (b) failure to comply with any of the terms and conditions of this Agreement; or
- (c) withdrawal of government funding for the Designated Program.

5. Termination with Notice

Either party may terminate this Agreement in whole or in part with respect to the provision of any particular service upon thirty (30) days notice to the other party. If the Agreement is terminated in part, all obligations with respect to the provision of all other services continue in full force and effect.

6. Social Services Department and Consultation

- (a) The Service Provider will permit the Social Services Department staff to enter at reasonable times any premises used by the Service Provider in connection with the provision of service pursuant to this Agreement and under its control in order to observe and evaluate the services and inspect all records relating to the services provided pursuant to this Agreement.
- (b) The Service Provider agrees that the staff providing services pursuant to this contract will, upon reasonable request, be available for consultation with the Social Services Department staff.

7. Financial Records and Reports

- (a) The Service Provider will maintain financial records and books of account respecting services provided pursuant to this contract for each site where service is being provided and will allow the Social Services Department staff or such other persons appointed by the Social Services Department to inspect and audit such books and records at all reasonable times both during the term of this Agreement and subsequent to its expiration or termination.
- (b) The Service Provider will upon request submit to the Social Services Department an audited financial statement and reconciliation report with respect to the services provided pursuant to this Agreement within four (4) months of the Service Provider's financial year-end.
- (c) The Service Provider will retain the records and books of account referred to in clause 7(a) for a period of seven (7) years.
- (d) The Social Services Department may withhold payment pending the receipt of monthly expenditures and monthly progress/program statistics. The Social Services Department agrees that it will not act unreasonably in exercising its right to withhold payment under this clause.
- (e) The sum of \$33,406.00 has been approved for the calendar year 2005. Disbursement will be made in quarterly payments.

8. Service Records

In the event the Service Provider ceases operation, it is agreed that the Service Provider will not dispose of any records related to the services provided for under this Agreement without the prior consent of the Social Services Department, which may be given subject to such conditions as the Social Services Department deems advisable.

9. Insurance

The Service Provider shall arrange adequate liability insurance for the designated activity during the term of this agreement. The Social Services Department may request verification of insurance coverage.

10. Amendments

This Agreement may be amended by substitution of the Schedules duly signed by the parties to this Agreement.

11. Disposition

Where applicable, the Service Provider will not sell, change the use or otherwise dispose of any item, furnishing or equipment purchased with Social Services Department funds pursuant to this Agreement without the prior written consent of the Social Services Department, which may be given subject to such conditions as the Social Services Department deems advisable. In the event the Service Provider ceases operation, all items, furnishings, or equipment purchased with Social Services Department funds will be returned to the Social Services Department.

12. Confidentiality

The Service Provider, its directors, officers, employees, agents and volunteers will hold confidential and will not disclose or release to any person other than Social Services Department staff at any time during or following the term of this Agreement, except where required by law, any information or document that tends to identify any individual in receipt of services without obtaining the written consent of the individual or the individual's parent or guardian prior to the release or disclosure of such information or document. Where the Service Provider is an "institution" as defined in the *Municipal Freedom of Information and Protection of Privacy Act*, the provisions of such Act with respect to the disclosure or release of information may apply.

13. Conflict of Interest

The Service Provider, any of its sub-contractors and any of their respective advisors, partners, directors, officers, employees, agents and volunteers shall not engage in any activity or provide any services to Social Services Department where such activity or the provision of such services creates a conflict of interest (actually or potentially in the sole opinion of the Social Services Department) with the provision of services pursuant to the Agreement. The Service Provider acknowledges and agrees that it shall be a conflict of interest for it to use confidential information of the Corporation of the City of Sault Ste Marie and/or the District of Sault Ste Marie Social Services Administration Board relevant to the services where the Social Services Department has not specifically authorized such use.

14. Freedom of Information

Any information collected by the Social Services Department pursuant to this Agreement is subject to the rights and safeguards provided for in the *Municipal Freedom of Information and Protection of Privacy Act*.

15. Human Rights Code

It is a condition of this Agreement and of every Agreement entered into pursuant to the performance of this Agreement that no right under section 5 of the *Human Rights Code* will be infringed. Breach of this condition is sufficient grounds for cancellation of this Agreement.

16. Indemnification

The Service Provider will, both during and following the term of this Agreement indemnify and save harmless the Social Services Department from all costs, losses, damages, judgments, claims, demands, suits, actions, complaints or other proceedings in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the Service Provider, its directors, officers, employees, agents or volunteers in

connection with services provided, purported to be provided or required to be provided by the Service Provider pursuant to this Agreement.

17. Non-Assignment

The Service Provider will not assign this Agreement, or any part thereof, without the prior written approval of the Social Services Department, which approval may be withheld by the Social Services Department in its sole discretion or given subject to such conditions as the Social Services Department may impose.

18. Schedules

All the terms of the Schedules are incorporated into this Agreement except where they are inconsistent with this Agreement. This Agreement and the attached Schedules embody the entire Agreement and supersede any other understanding or agreement, collateral, oral or otherwise, existing between the parties at the date of execution and relating to the subject matter of this Agreement.

19. Laws

The Service Provider agrees that the Service Provider and its employees and representatives, if any, shall at all times comply with any and all applicable federal, provincial and municipal laws, ordinances, statutes, rules regulations and orders in respect of the performance of this Agreement.

20. Binding Upon Parties

This Agreement shall be binding upon the parties hereto and their respective successors and, where permitted, assigns.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals on the date written below.

DATED at Sault Ste Marie, Ontario this ____ day of April 2005.

SIGNED, SEALED AND DELIVERED)	DISTRICT OF SAULT STE MARIE SOCIAL
))	SERVICES ADMINISTRATION BOARD
))	Per:
))	_____
))	Carl Rosso
))	Ontario Works Program Manager
)))

DATED at Sault Ste. Marie, Ontario this 10 day of April 2005.

))	CORPORATION OF THE TOWNSHIP OF PRINCE
))	SERVICE PROVIDER
))	Per:
))	_____
))	Lou Madonna, Reeve
))	Prince Township
)))

[Signature]
 Rachel Tuzi, Inc. Administrator
 Witness

SCHEDULE "A"

SOCIAL SERVICES DEPARTMENT

ADDRESS: 464 Albert Street East, PO Box 580
Sault Ste Marie, ON P6A 5N1

CONTACT PERSON: Dree Pauzé

PHONE: 759-5420

FAX: 759-5212

EMAIL: d.pauze@cityssm.on.ca

SERVICE PROVIDER

NAME: Prince Township Parent/Child Resource Centre

ADDRESS: 3042 Second Line West
Sault Ste Marie, ON P6A 6K4

CONTACT PERSON: Karen Vallee

PHONE: 779-3627

FAX: 779-2725

EMAIL: pcr@twp.prince.on.ca

DESIGNATED PROGRAM

NAME OF PROGRAM: Language and Literacy Program

PURPOSE: Early education

TERM: January 1, 2005 until December 31, 2005

LOCATION: 3042 Second Line West or as required

APPROVED AMOUNT: \$33,406.00

TYPE OF FUNDING: QUARTERLY

REPORTING CRITERIA

Monthly expenditures and program statistics are to be sent to the Social Services Department no later than 10 working days following the end of the previous month.

EVALUATION AND ASSESSMENT

The services provided under this agreement will be evaluated and assessed monthly based on program statistics, financial expenditures, gaps filled and gaps identified in the area of jurisdiction.