

THE CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW NO. 2007-13

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 for the provision of Child Care Resource Centre services through the Prince Township Parent/Child Resource Centre

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

1. THAT the Reeve and Administrator be 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 for the provision of Child Care Resource Centre services through the Prince Township Parent/Child Resource, 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 14th day of August, 2007.


Reeve


CAO/Administrator

This Agreement made the 2nd day of August 2007.

SCHEDULE "A" TO BY-LAW 2007-13

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 "Social Services Department"

-- and --

PRINCE TOWNSHIP PARENT/CHILD RESOURCE CENTRE
hereinafter called "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 Sault North Planning Board area;

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 witnesseth 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, 2007 until December 31, 2007.

4. Termination of Agreement

The Social Services Department may terminate this Agreement with...

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 written 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 in accordance with generally accepted accounting principles 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 approved for the 2007 calendar year amounts to \$34,406.00. 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 shall provide to the Social Services Department all records, reports, and other documents of any nature related to the services provided for under this Agreement.

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. 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.

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.

17. 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.

18. 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 03rd day of August 2007.

SIGNED, SEALED AND DELIVERED) DISTRICT OF SAULT STE MARIE SOCIAL)
SERVICES ADMINISTRATION BOARD)

Per:

David Edgar-Chast
David Edgar-Chast
Witness

DATED at Sault Ste Marie, Ontario this ___ day of August 2007.

) SERVICE PROVIDER)

) Per:)

Lou Madonna
Lou Madonna, Reeve
Corporation of the Township of Prince

SCHEDULE "A"

SOCIAL SERVICES DEPARTMENT

ADDRESS: 540 Albert Street East
Sault Ste Marie, ON P6A 7A7

CONTACT PERSON: Carl Rosso

PHONE: 759-5453

FAX: 759-1796

EMAIL: c.rosso@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: 779-3629

EMAIL: pcr@twp.prince.on.ca

DESIGNATED PROGRAM

NAME OF PROGRAM: Language/Literacy Program

PURPOSE: Improve Literacy and Math skills

TERM: January 1, 2007 until December 31, 2007

LOCATION: Various locations in DSSMSSAB area of jurisdiction

APPROVED AMOUNT: \$34,406.00

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.