

**CORPORATION OF THE TOWNSHIP OF PRINCE**

**BY-LAW NO. 2009-9**

Being a by-law to authorize execution by the Reeve and Administrator of an agreement between the District of Sault Ste. Marie Social Services Administration Board and the Prince Township Parent/Child Resource Centre.

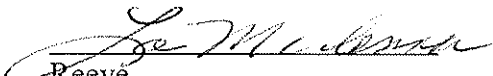
THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF PRINCE HEREBY ENACTS AS FOLLOWS:

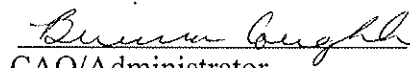
1. THAT the Reeve and Administrator are hereby authorized to execute and affix the Corporate Seal to an Agreement between the District of Sault Ste. Marie Social Services Board and the Prince Township Parent/Child Resource Centre, which Agreement is attached hereto as Schedule "A".

2. SCHEDULE "A"

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

READ THREE TIMES AND PASSED in open Council this 24<sup>th</sup> day of March, 2009.

  
Reeve

  
CAO/Administrator

This Agreement made the 18th day of March 2009.

BETWEEN:

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;

Now therefore 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 will assist the Service Provider financially to deliver the Program called the Literacy/Math Program which is to improve children's educational attainment, especially in literacy, by supporting parents in their role as first educators.

3. Term of Agreement

The term of this Agreement commenced January 1, 2009 until December 31, 2009.

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 (upon written notice to the Service Provider and at least 30 days in which to rectify such non-compliance); 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 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) Provided that all necessary consents have been obtained and upon reasonable notice, 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 services funded under this Agreement in order to observe and evaluate the services and inspect all records (other than records containing personal information) 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 2009 calendar year amounts to \$34,406.00. Disbursement will be made in quarterly payments based on monthly program expenditures.

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 maintain minimum liability insurance in the amount of \$2 million that includes the Designated Program activity during the term of this agreement. Verification of insurance coverage shall be provided to the Social Services Department within 30 days of the signing of this agreement.

10. Amendments

This Agreement may be amended by a written instrument 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 parties and their directors, officers, employees, agents and volunteers will hold confidential and will not disclose or release to any person 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 or substitute decision-maker, as appropriate, 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 up to the amount of the insurance specified in Section 9 and excluding any incidental, indirect, special or consequential damages, including loss of profits.

15. Non-Assignment

The Service Provider shall 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.

16. 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.

17. Laws

The parties and their employees and representatives, if any, shall at all times comply with any and all applicable federal, provincial and municipal laws (including all applicable laws re: privacy and confidentiality), 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 \_\_\_\_ day of March 2009.

SIGNED, SEALED AND DELIVERED	)	DISTRICT OF SAULT STE MARIE SOCIAL
	)	SERVICES ADMINISTRATION BOARD
	)	Per:
	)	)
_____	)	_____
Witness	)	Pat Mick-Chair

DATED at Sault Ste Marie, Ontario this 24<sup>th</sup> day of March 2009.

	)	SERVICE PROVIDER
	)	Per:
	)	)
<u><i>Brianne Campbell</i></u>	)	<u><i>Lou Madonna-Reeve</i></u>
Witness	)	Lou Madonna-Reeve

## 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: 779-3627

EMAIL: pcr@twp.prince.on.ca

### DESIGNATED PROGRAM

NAME OF PROGRAM: Literacy/ Math Program

PURPOSE: Improve Literacy and Math skills

TERM: January 1, 2009 until December 31, 2009

LOCATION: Various locations in DSSMSSAB area of  
jurisdiction

APPROVED AMOUNT: \$34,406.00

TYPE OF FUNDING: Quarterly

FUNDING ENVELOPE: Ontario Works Employment

### 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.