

**CORPORATION OF THE TOWNSHIP OF PRINCE**

**BY-LAW NO. 2009-16**

Being a by-law to authorize execution by the Reeve and Administrator of an agreement between Child Care Algoma and the Prince Township Parent/Child Resource Centre.

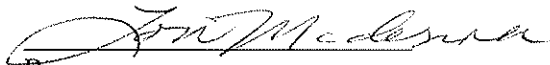
THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF PRINCE HEREBY ENACTS AS FOLLOWS:

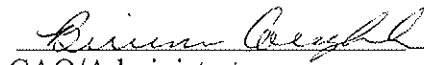
1. THAT the Reeve and Administrator are hereby authorized to execute and affix the Corporate Seal to an Agreement between Child Care Algoma and the Prince Township Parent/Child Resource Centre, which Agreement is attached hereto as Schedule "A".

2. SCHEDULE "A"

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

READ THREE TIMES AND PASSED in open Council this 9<sup>th</sup> day of June, 2009.

  
Reeve

  
CAO/Administrator

**PURCHASE OF SERVICE AGREEMENT  
2009-2011**

**BETWEEN:**

**Child Care Algoma**  
(Ontario Early Years Centre – Sault Ste. Marie)

and

Prince Township Parent Child Resource Centre  
Service Provider

**AS** Child Care Algoma (CCA) has the authority indicated in the attached Service Description Schedule(s) to enter into this agreement for the provision of Early Years/Best Start Hub services.

**AND AS** the Service Provider has agreed to provide Early Years/Best Start Hub services described in the attached Service Description Schedule(s);

**THEREFORE THE PARTIES** agree as follows:

**Definitions:**

1. In this Agreement,
  - (a) “Service Provider”, means Prince Township Parent Child Resource Centre
  - (b) “CCA”, means Child Care Algoma
  - (c) “MCYS”, means Ministry of Children & Youth Services

## **Service**

2. The Service Provider agrees to provide services in accordance with the attached Service Description Schedule(s) and guidelines (Appendix A) and in accordance with the policies, business guidelines and requirements of MCYS and the Best Start Network as communicated to CCA.

## **Term**

3. This agreement will be in force from April 1, 2009 until March 31, 2011. This agreement can be terminated by either party by giving sixty (60) days written notice. In the event of termination, the Service Provider will refund forthwith to CCA any monies advanced by CCA and not expended in accordance with the approved budget.

## **Consideration**

4. (a) CCA will provide the Service provider with financial support on a yearly basis as per this agreement for delivery of services identified in the attached schedule(s). Payments will be forwarded on a quarterly basis.  
(b) It is agreed and understood that CCA may withhold payments if the Service Provider is in breach of its obligations under this agreement.

## **Access and Consultation**

5. (a) The Service Provider will permit CCA staff to enter, at reasonable times as determined by CCA, any premises used by the Service Provider in connection with the provision of services 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 Agreement will, upon reasonable request, as determined by CCA, be available for consultation with CCA staff.

## **Service Records and Reports**

6. (a) The Service Provider will maintain service records respecting each site where service is being provided and prepare monthly a report containing statistics on target achievements and other data elements requested and prepare annually a narrative report respecting the services being provided pursuant to this agreement, in a form acceptable to CCA staff which may include such other information as CCA requires.  
(b) The Service Provider will also prepare and submit to CCA, annually, or at any other time as requested by CCA, other reports respecting the services being provided.

### **Financial Records and Reports**

7. (a) The Service Provider will maintain financial records and books of account respecting services provided pursuant to this agreement for each site where service is being provided and will allow CCA staff or such other persons appointed by CCA to inspect and audit such books and records at all reasonable times both during the term of this contact and subsequent to its expiration or termination.
- (b) The Service Provider will when requested by CCA, an audited financial statement and reconciliation report with respect to the services provided pursuant to this agreement within three (3) 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 Service Provider will prepare and submit quarterly, or at any other time as requested by CCA, a financial report in such form and containing such information as CCA may require.

### **Disposition of Records**

8. (a) 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 CCA, which may be given subject to such conditions as CCA deems advisable.

### **Confidentiality**

9. (a) The Service Provider, its directors, officers, employees, agents and volunteers will hold confidential and will not disclose or release to any person other than CCA 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.

### **Conflict of Interest**

10. (a) The Service Provider, its sub-contractors and their respective advisors, directors, officers, employees, agents and volunteers shall not engage in any activity or provide any services to third parties where such activity or the provision of such services, creates a conflict of interest with the provision of services pursuant to the agreement. In the event that the Service Provider is in a conflict of interest then CCA may immediately terminate this agreement.

### **Indemnification**

11. (a) The Service Provider will, both during and following the term of this agreement, indemnify and save harmless CCA 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.

### **Insurance**

12. The Service Provider will obtain and maintain in full force and effect during the term of this agreement, general liability insurance acceptable to CCA in an amount of not less than two million (\$2,000,000.00) per occurrence in respect of the services provided to this agreement.

The insurance policy shall,

- (a) include as an additional insured "Child Care Algoma" in respect of and during the provision of services by the Service Provider pursuant to this agreement;
- (b) contain a cross-liability clause endorsement; and
- (c) contain a clause including liability arising out of the agreement or agreement.

The Service Provider will submit to CCA, upon request, proof of insurance.

### **Termination**

13. Either party may terminate this agreement in whole or in part with respect to the provision of any particular service upon sixty (60) days written notice to the other party. Notwithstanding the aforesaid, in the event the Service Provider is in breach of any term of this agreement then CCA may terminate this agreement upon thirty (30) days written notice to the Service Provider.

### **Freedom of Information**

14. Any information collected by CCA pursuant to this agreement is subject to the Rights and safeguards provided for in the *Freedom of Information and Protection of Privacy Act*.

### **Human Rights Code**

15. 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.

### **Disposition**

16. The Service Provider will not sell, change the use or otherwise dispose of any item, furnishing or equipment purchased with CCA funds pursuant to this agreement without the prior written consent of CCA which may be given subject to such conditions as CCA deems advisable.

### **Amendments**

17. This contract may be amended by substitution of the Schedules, duly signed by the parties to this agreement.

### **Non-Assignment**

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

### **Schedules**

19. 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.

### **Laws**

20. 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.