

THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 05-004

BEING A BY-LAW TO AUTHORIZE AN AGREEMENT WITH THE GOVERNING COUNCIL OF THE SALVATION ARMY IN CANADA ON BEHALF OF THE SALVATION ARMY COMMUNITY AND FAMILY SERVICES, PETERBOROUGH TO RESIDENTS IN THE CITY AND COUNTY OF PETERBOROUGH.

THE CORPORATION OF THE CITY OF PETERBOROUGH BY THE COUNCIL
HEREOF HEREBY ENACTS AS FOLLOWS:

1. That the Mayor and the Clerk be and they are hereby authorized to execute an Agreement between The Corporation of the City of Peterborough and The Salvation Army Community and Family Services, Peterborough in the form attached hereto as "Schedule A", and to affix the seal of the Corporation thereto.

By-law read a first and second time this 17th day of January, 2005

By-law read a third time and finally passed this 17th day of January, 2005

(Sgd.) Sylvia Sutherland, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

SCHEDULE “A”

A G R E E M E N T made this 17th day of January, 2005

B E T W E E N :

THE CORPORATION OF THE CITY OF PETERBOROUGH

hereinafter called the “City”

OF THE FIRST PART

- and -

**THE GOVERNING COUNCIL OF THE SALVATION ARMY IN
CANADA ON BEHALF OF THE SALVATION ARMY
COMMUNITY AND FAMILY SERVICES, PETERBOROUGH**

hereinafter called the “Manager”

OF THE SECOND PART

WHEREAS the Manager has provided an after-hours inquiry service for General Welfare matters to the City for many years, and the parties now wish to update their agreement in this regard, as well as to provide for the Manager designating individuals to act as Trustees for clients under the age of eighteen (18) years;

AND WHEREAS, the parties have agreed that the Manager will provide the services outlined in this agreement on the terms and conditions hereinafter set forth and in accordance with the Ontario Works Act and Regulations;

NOW THEREFORE the parties hereto mutually covenant and agree as follows:

1. The Manager shall provide a telephone answering service for inquiries pursuant to the *Ontario Works Act*, which inquiries are received outside of the hours of 8:30 a.m. to 4:30 p.m. on business days. This service (hereinafter referred to as the “After-Hours Service”) shall consist of the following:
 - a. Answering telephone inquiries regarding emergency assistance;

- b. Assessing the emergency need of the caller, and, where appropriate, directing the caller to any one of the following: emergency food, accommodations, transportation, fuel or other services. The City shall provide consultations, where necessary, in determining eligibility for emergency assistance; and
 - c. Completing the After-Hours Service Log Sheet for each inquiry.
2. Effective January 1, 2004 the City shall pay to the Manager, in respect of the After-Hours Service, the sum of Four Thousand Two Hundred Two Dollars and Forty Cents (\$4,202.40) per year, in monthly installments of Three Hundred Fifty Dollars and Twenty Cents (\$350.20).
3. The Manager agrees that all information received in the course of providing the After-Hours Service shall be forwarded to the City in the form of the After-Hours Service Log Sheets, the following business day.
4. The Manager hereby agrees to designate individuals to act as Trustees for Ontario Works participants under the age of eighteen (18) years, upon the request of the City. Any such trusteeship shall be in accordance with the *Ontario Works Act* and Regulations.
5. Effective January 1, 2004 the City shall pay to the Manager the sum of Forty-Six Dollars and Thirty Five Cents (\$46.35) per month with respect to each person for whom the Manager is acting as Trustee, pursuant to this agreement. A monthly statement shall be submitted to the City for payment including the names of the trustee participants.
6. The Manager shall maintain a record of assistance and disbursements issued for, or on behalf of, each Ontario Works participant, including:
 - a. An on-going list of all assistance and funds received by the participant, including the amount and date received; and
 - b. An on-going list of all monies paid out on behalf of the participant, including the amount, date and purpose of the payment, and to whom it was paid.

The Manager shall submit the complete report of these records to the City semi-annually in July and January of each year.

7. Either party may, at any time by notice in writing, suspend or terminate this agreement on giving sixty (60) days notice in writing.
8. The Manager agrees to acknowledge sponsorship by the Social Services Department of the City of Peterborough in promotional materials, promotional presentation and client service encounters.
9. The Manager acknowledges that all personal information with respect to Ontario Works' participants, which is provided to the Manager by the City or the participant in accordance with this agreement, shall be held in confidence by the Manager and used only for the proper administration of this agreement. The Manager shall not release this information to any third party without the express written permission of the City.
10. This agreement shall endure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals.

SIGNED, SEALED AND DELIVERED)
in the presence of:)
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THE CORPORATION OF THE
CITY OF PETERBOROUGH

(Sgd.) Sylvia Sutherland, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

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THE GOVERNING COUNCIL OF
THE SALVATION ARMY ON
BEHALF OF THE SALVATION
ARMY COMMUNITY AND
FAMILY SERVICES,
PETERBOROUGH

Name:
Office

) _____
) Name:
) Office