

**THE CORPORATION OF THE CITY OF PETERBOROUGH**

**BY-LAW NUMBER 06-165**

**BEING A BY-LAW TO ENTER INTO A CONTRACT WITH  
NORTHUMBERLAND COMMUNITY FUTURES DEVELOPMENT  
CORPORATION FOR THE DELIVERY OF THE ONTARIO WORKS  
SELF EMPLOYMENT PROGRAM**

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

1. That the Mayor and Clerk be hereby authorized to execute an agreement between the Corporation of the City of Peterborough and Northumberland Community Futures Development Corporation in the form attached hereby as Schedule "A", and to affix the Seal of the Corporation thereto.
2. That the Mayor and Clerk rescind By-Law number 02-157 which is the former agreement between the Corporation of the City of Peterborough and McMaster and Associates.

By-law read a first, second and third time this 2<sup>nd</sup> day of October, 2006.

(Sgd.) Sylvia Sutherland, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

**THIS AGREEMENT** made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2006  
(Date to be filled by City)

B E T W E E N:

**THE CORPORATION OF THE CITY OF PETERBOROUGH**  
(the "City")

- and -

**NORTHUMBERLAND COMMUNITY FUTURES DEVELOPMENT CORPORATION**  
(the "Corporation")

**WHEREAS** the Corporation desires to participate in the City/County Ontario Works program in order to assist participants in achieving self employment;

**AND WHEREAS** By-law 06-165 authorized the City to enter into this Agreement;

**AND WHEREAS** the City shall refer eligible Ontario Works recipients, who are interested in developing self-employment enterprises, to the Corporation;

**AND WHEREAS** the Corporation shall provide support services to Participants in accordance with the legislation, regulations and guidelines of the Ontario Works Program and applicable City program requirements;

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

#### 1.0 **PURPOSE**

1.1 For the purpose of this Agreement, the Corporation agrees to participate in the Ontario Works program in order to assist Participants interested in developing self-employment enterprises.

1.2 The Corporation agrees to provide its services to Participants referred to it by the City who, in the City's opinion, are ready to develop self-employment business enterprises.

1.3 The Corporation agrees to assist Participants to become self-sufficient by delivering services to Participants designed to assist them in developing appropriate business strategies intended to increase income and earnings from self-employment enterprises.

#### 2.0 **TERM**

2.1 This Agreement will commence on the date of signing and, subject to annual renewal and the availability of funds, continue for a period of five (5) years commencing from 1 January 2007. The City shall notify the Corporation on or before October 1<sup>st</sup> in any year of its desire to renew the Agreement for the following year.

2.2 In the event that funds are not available to renew this Agreement for any subsequent year of the Term, the Corporation agrees and acknowledges that the Term of this Agreement shall end, without penalty or liability to either party, not less than thirty (30) days after the City has notified the Corporation that funds for its services under this Agreement are not available.

#### 3.0 **STATUS AND SERVICES OF THE CORPORATION**

3.1 The Corporation shall provide services for eligible Ontario Works Participants in accordance with ***Ontario Works Act*** (the "Act") and Regulations passed thereunder and any program requirements of the City.

3.2 The Corporation agrees to deliver its services to no more than fifty (50) Participants at anyone time. The City and the Corporation agree that maintaining fifty (50) Participants is the goal of the program, however, the parties agree to co-operate with each other to determine if program adjustments would enable the Corporation to serve more than fifty (50) Participants at any one time.

3.3 The Corporation represents and warrants that it has the expertise, experience, facilities, skilled personnel and management, and knowledge necessary or required to provide self-employment support in a competent and professional manner. The Corporation understands that in entering into this Agreement, the City is relying upon these representations and requires the Corporation to provide its services in a competent, capable and professional manner.

3.4 No additional services other than those described herein are contracted for thereunder.

3.5 The Corporation acknowledges and agrees that the City is contracting for the expertise and professional services of the Corporation for the term herein described, and, that this agreement is in no way to be deemed or construed to be a contract of employment. Specifically, the parties agree that the Corporation is not an employee of the City for the purpose of the **Income Tax Act**, S.C. 1970-71-82, c.63; the **Canada Pension Plan Act**, R.S.C. 1985, c. C-8; the **Unemployment Insurance Act**, R.S.C. 1985, c.U-1; the **Workers' Compensation Act**, R.S.O. 1990, c. W.11; the **Occupational Health and Safety Act**, R.S.O. 1990, c. O.1; and the **Health Insurance Act**, R.S.O. 1990, c. H.6; all as amended from time to time, and any legislation in substitution therefor.

3.6 The Corporation hereby specifically indemnifies and holds harmless the City from any and all amounts required to be paid by the Corporation or claimed to be due and owing and for any and all legal costs (including fees and disbursements) or administrative costs, incurred by the City, relating to any failure of the Corporation with all provision of the City and County of Peterborough's Ontario Works Program.

3.7 With respect to self-employment development strategy, each Participant will be required to develop and file a business plan within 8 weeks of registration and must obtain a first sale within 16 weeks of registration.

3.8 The Corporation shall have and make available for inspection by the Director of Social Services, or designate, such records as may reasonably be required to verify that the Corporation complied with the terms and conditions of this Agreement.

3.9 The Corporation shall provide the City with information, documentation and material as described in this agreement, as reasonably required by City pursuant to this agreement.

#### 4.0 **OBSERVANCE OF THE LAW AND INDEMNITY**

4.1 The Corporation covenants and agrees that it will take any and all action and will do and provide the Services herein required to be provided in compliance with any law, the order of any board, or court of competent jurisdiction, rule, regulation, or requirement of the Canadian Government, of the Government of the Province of Ontario, or of any competent local Government, board, commission, department, or officer.

4.2 The Corporation hereby indemnifies and holds harmless the City from any and all claims, payments, injury, or loss and for any and all legal costs (including fees and disbursements) or administrative costs incurred by the City relating to any failure of the Self-Employment Development Agency, its employees, agents, or contractors to comply with any and all provisions of any law, the order of any board of court of competent jurisdiction, rule, regulation, or required of the Canadian Government, or the Government of the Province of Ontario, or of any competent local Government, board, commission, department, or officer.

4.3 The Corporation shall obtain and maintain current and in force, any and all necessary licenses, permits, and approvals required to provide the services pursuant to this Agreement.

#### 5.0 **COMPENSATION**

5.1 The Corporation shall receive compensation for the services indicated in this Agreement. No payment as detailed in this agreement shall be paid without the approval of the Director of Social Services, or designate.

5.2 Subject to Article 4.0, the City will pay the Corporation a fee schedule as identified in Appendix "A" of this Agreement. The Corporation agrees to provide monthly attendance records accompanied with the billing no later than the 16<sup>th</sup> day of each month to the Department of Social Services. All records and accounts of the Corporation associated with this placement shall be open to inspection by the Director of Social Services or his/her designate at all times. An attendance register shall be maintained with sufficient data provided to ensure their validity. Failure to comply with this Article 5.0 will be grounds for immediate termination of this Agreement at the discretion of the City. Attendance records shall be maintained until the full fee for placement has been attained.

5.3 The Corporation shall immediately refund any payments made by the City to the Corporation in excess of the amounts indicated in Appendix "A" of this Agreement.

5.4 When the Corporation acquires a paid job placement, it may apply to the City for payment as indicated in Appendix "A" of this Agreement and as determined in accordance with this

Agreement for such a period as in the opinion of the Director of Services, or designate that the paid employment placement continues to qualify within the meaning of the Act and regulations made thereunder.

5.5 All bills and attendance records shall be submitted to the Director of Social Services, or designate, by the Corporation and must be fully verified and signed by the Corporation. Failure to submit the accounts by the dates specified in Article 5.2 will result in the withholding of any payments until such time as accounts are processed.

5.6 For the purposes of this Agreement, a paid employment placement shall be deemed to commence upon the first day of attendance and shall terminate when the full fee for placement has been attained.

5.7 The Corporation agrees and acknowledges that no payments shall be due or payable by the City under this Agreement unless such payments are eligible for subsidy from the Province of Ontario under the Act and the regulations made thereunder.

## 6.0 INDEMNIFICATION

6.1 The Corporation agrees to indemnify and to save harmless the City, its officers, employees and agents from and against all costs, claims, demands, suits, actions and judgments made, brought or recovered against the City, its officers, employees and agents resulting from any negligent act or omission by the Corporation in connection with the provisions of services pursuant to this Agreement.

## 7.0 INSURANCE

7.1 The Corporation shall ensure that all insurance coverage including all the provisions relating to insurance coverage set out in this Article 7.0 are in place prior to the Corporation commencing the provision of these Services.

7.2 The Corporation shall assume sufficient insurance to cover liability for injury to staff and participants while on the premises or under the supervision of the Corporation and shall maintain the insurance coverage for the duration of this Agreement. The Corporation shall at the time of the execution of this Agreement furnish and deposit with the Manager of Social Assistance Division of the city a Public Liability Insurance Policy issued by an insurance company authorized by law to carry on business in the Province of Ontario and approved by the Treasurer of the City. Such policy, which is to be issued in the joint names of the Corporation and the City shall have inclusive limits of not less than Two Million Dollars (\$2,000,000) for Bodily Injury and Property Damage resulting from any one occurrence and shall contain a Cross Liability clause of standard wording in a form satisfactory to the City.

7.3 The Corporation shall, at its expense, maintain insurance liability for bodily injury and property damage caused by vehicles owned or vehicles not owned by the Corporation and used in connection with self-employment support, including Passenger Hazard in the amount of Two Million Dollars (\$2,000,000), including Two Million Dollars (\$2,000,000) for each occurrence and agrees to indemnify and save harmless the City from all claims, actions, damages, costs or expenses therefrom.

7.4 All such insurance policies shall stay in force and not be amended, cancelled or allowed to lapse, without thirty (30) days prior notice to the City.

7.5 The Corporation further covenants and agrees to indemnify and save harmless the City from and against all claims, actions, damages, and demands and costs arising in any matter whatsoever out of, or in conjunction with, the said employment agencies services.

## 8.0 CONFIDENTIALITY

8.1 All gathering and disclosure of information related to self-employment support shall be performed in accordance with the ***Municipal Freedom of Information and Protection of Privacy Act*** ("MFIPPA") and all applicable Federal and Provincial human rights legislation, regulations and any other relevant standards. The Corporation shall:

- a. Obtain each Participant's written consent prior to disclosing information about the Participant;
- b. Use its best efforts to prevent any Ontario Works client or any Participant from being identified as such in any media stories it is aware of; and

- c. Not photograph any Participant without their prior written consent.

8.2 The Corporation agrees to:

- a. Recognize the dignity and worth of every Participant and provide for equal rights and opportunities without harassment or discrimination;
- b. Have a workplace harassment and discrimination policy or an effective, efficient process for identifying and resolving harassment and discrimination issues; and
- c. Have an Accommodation Policy in accordance with the Ontario Human Rights Code.

8.3 The Corporation agrees to meet with City staff, within sixty (60) days of executing this Agreement, to fully discuss all matters of confidentiality.

8.4 The Corporation shall not, at any time during the term of this Agreement, or thereafter, use any of the information acquired by the Corporation during the course of carrying out the services provided herein for any purpose other than the purposes authorized in writing by the Manager of the Social Assistance Division.

8.5 Failure to comply with any provision of Article 8.0 may result in the immediate termination of this Agreement, pursuant to Article 13.3.

9.0 **OCCUPATIONAL HEALTH AND SAFETY**

9.1 The Corporation agrees to ensure that they are in compliance with all applicable Federal and Provincial Occupational Health and Safety legislation, regulations, and any other relevant standards.

10.0 **LABOUR RELATIONS**

10.1 The Corporation acknowledges that all self-employment opportunities must be in compliance with all applicable labour relations legislation and any collective agreements.

11.0 **CONFLICT OF INTEREST**

11.1 Should the Corporation or anyone associated with it have or acquire any pecuniary interest, direct, or indirect, in any contract(s) with a municipality or other corporation, where such other contract is reasonably likely to be affected by a decision resulting from any recommendations which may be made by the Corporation pursuant to this Agreement, that person shall forthwith disclose such interest to the Director of Social Services, or designate, and the City shall have the exclusive right to terminate the services being provided by the Self-Employment Development Agency pursuant to this Agreement at its sole option. If such a determination be made, the provisions of termination contained in this Agreement shall apply.

12.0 **CONFLICT RESOLUTION**

~~2-12.1~~ In the event any dispute or conflict arises concerning the interpretation of the terms and conditions of this Agreement, or concerning the delivery of services under this Agreement then the parties agree that the Director of Social Services, or designate, shall have the final and unfettered discretion to act reasonably to settle and resolve such dispute or question of interpretation and that such settlement or resolution shall bind the parties.

12.2 In the event the Director of Social Services, or designate, determines that a dispute or conflict is suitable for mediation, the Corporation agrees to attend such mediation at a time mutually convenient to the parties. ~~1-~~

13.0 **TERMINATION**

13.1 Either party may at any time, by notice in writing, suspend or terminate this Agreement at any stage on giving sixty (60) days notice in writing. On receipt of such notice, the Corporation shall perform no further services other than those reasonably required to complete the service presently in progress as determined by the City; but shall forthwith forward to the City any and all records, files, reports, data, documentation or information in the possession of the Corporation relating to the services provided to date.

13.2 Where in the opinion of the Director of Social Services, or designate, the Corporation is in breach of any of the terms or conditions of this Agreement or of any of the provisions of the Act or the

Regulations made thereunder or of any program requirements of the City, this Agreement may be terminated forthwith on written notice by the Director of Social Services, or designate.

13.3 Notwithstanding Article 13.2, the Director of Social Services, or designate, shall not terminate the agreement without providing the Corporation of written notice of the breach and ten (10) business days thereafter to rectify the said breach.

#### 14.0 ANNUAL REVIEW

14.1 The City reserves the right, in addition to the monthly monitoring, to conduct an annual review to ensure that the Corporation is complying with the legislation, regulations and standards of the Ontario Works Program and City requirements.

14.2 The Director of Social Services, or designate, shall notify the Corporation of the outcome of any annual review within sixty (60) days of the completion of such annual review. If, following the annual review, the Director of Social Services, or designate, has reasonable grounds to believe that the Corporation has not adequately complied with the applicable legislation, regulations and standards of the Ontario Works Program and City requirements, then the City may terminate this agreement in accordance with Articles 13.2 and 13.3.

#### 15.0 NOTICE

15.1 Any notice required to be given under this agreement shall be sent by facsimile or regular mail to the undersigned at their usual place of business. Notice sent by facsimile shall be effective forty-eight (48) hours after it has been sent, provided the day it was received was a regular business day for the City. Notice sent by regular mail or registered mail shall be effective on the fifth (5<sup>th</sup>) day following mailing such notice.

#### 15.2 Notice to the City shall be sent to:

The City Clerk  
The Corporation of the City of Peterborough  
500 George Street North  
Peterborough, ON K9H 3R9

F: 705.742.4138

With a copy to:

The Director of Social Services  
The Corporation of the City of Peterborough  
178 Charlotte Street, P.O. Box 4138  
Peterborough, ON K9J 8S1

F: 705.876.4610

#### Notice to the Corporation shall be sent to:

Northumberland Community Futures Development Corporation  
1005 Elgin Street  
Suite 206  
Cobourg, Ontario K9A 5J4

Attention: Wendy Curtis, Assistant General Manager

T: 905.372.8315 ext. 227

F: 905.372.2238

15.3 In the event the Corporation requires direction from the City during the Term, direction shall be obtained from:

The Social Services Co-ordinator  
The Corporation of the City of Peterborough  
178 Charlotte Street, P.O. Box 4138  
Peterborough, ON K9J 8S1

T: 705.742.7777 ext. 3635

F: 705.742.7358

16.0 **MISCELLANEOUS**

- 16.1 All schedules and appendices referred to in this Agreement and attached hereto form part of this Agreement. In the event of any conflict between the clauses contained in the schedules or appendices attached hereto, and the clauses contained in the body of this Agreement, the intent of the clauses contained in the body of this Agreement shall prevail.
- 16.2 The Parties acknowledge that any agreed amendments made by the addition, deletion or alteration of the Agreement shall be attached as a Schedule.
- 16.3 This Agreement is personal to the Corporation only, and therefore, it shall not assign or transfer this Agreement in whole or in part.
- 16.4 Any heading contained in this agreement is included only for the convenience of the reader and shall not be used to assist in interpreting the Agreement.
- 16.5 The parties have requested that this Agreement, together with any written notice or document be drawn up in the English language.
- 16.6 A waiver by either party of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant.
- 16.7 No waiver or discharge shall be valid unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.
- 16.8 Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set out herein due to causes beyond its reasonable control.
- 16.9 If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed to be omitted, and the balance of the Agreement shall remain enforceable.

**SIGNED, SEALED AND DELIVERED** )  
in the presence of: )

**THE CORPORATION OF THE**  
**CITY OF PETERBOROUGH**

\_\_\_\_\_  
D. Paul Ayotte, Mayor

\_\_\_\_\_  
Nancy Wright-Laking, City Clerk

**NORTHUMBERLAND**  
**COMMUNITY FUTURES**  
**DEVELOPMENT CORPORATION**

\_\_\_\_\_) Wendy Curtis  
I/We have the authority to bind the Corporation

\_\_\_\_\_) Name:  
I/We have the authority to bind the Corporation

**APPENDIX “A”  
FEE SCHEDULE**

<b>Milestone</b>	<b>Maximum Payment for Milestone Achievement</b>	<b>Cumulative Total Payable Per Participant</b>
Registration of self-employment participant	\$300.00	\$300.00
Participant completes business plan development – no later than 8 weeks from registration	\$300.00	\$600.00
Participant’s first sale (\$100.00 or more) – no later than 16 weeks from registration	\$300.00	\$900.00
One (1) day of training re: the Ministry record keeping kit (during month of first sale)	\$200.00	\$1,100.00
Ongoing accounting support (starting during month of first sale)	\$550.00	\$1,650.00
\$500.00 or more in sales (cumulative sales) – no later than five (5) months from registration	\$250.00	\$1,900.00
\$1,000.00 or more in sales (cumulative sales) – no later than 60 weeks from registration	\$200.00	\$2,100.00
When self-employment participant exits social assistance (within 72 weeks)	\$400.00	\$2,500.00