THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 03-191

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF PETERBOROUGH AND JOHN HOWARD SOCIETY OF PETERBOROUGH
(To deliver the Work Occupation-Reintegration Keys (WORK) program for Ontario Works)

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

1. That the Mayor and Clerk be and they are hereby authorized to execute an agreement between the Corporation of the City of Peterborough and John Howard Society of Peterborough in the form attached hereby as Schedule “A”, and to affix the Seal of the Corporation thereto.

By-law read a first and second time this 22nd day of September, 2003

By-law read a third time and finally passed this 22nd day of September, 2003

(Sgd.) Sylvia Sutherland, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk
AGREEMENT made this 22nd day of September, 2003.

BETWEEN:

THE CORPORATION OF THE CITY OF PETERBOROUGH

hereinafter called the "City"

OF THE FIRST PART

- and -

JOHN HOWARD SOCIETY OF PETERBOROUGH

hereinafter called the "JHS"

OF THE SECOND PART

WHEREAS the City wishes to enter into this agreement with JHS to provide employment assistance services to Ontario Works participants in the City and County of Peterborough.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. JHS agrees to deliver a range of employment assistance activities through its W.O.R.K. (Work Occupation Reintegration Keys) program to participants of Ontario Works that shall include but is not limited to the following:
   • Outreach and promotion
   • Initial Assessments
   • Pre-employment skills training
   • Self esteem building and counselling
   • Employment maintenance activities
   • Employment development activities.

   These activities are to be in keeping with the goals, objectives and outcomes that are outlined in Appendix A.

2. The City agrees to refer potential Ontario Works participants to the JHS W.O.R.K. program on a weekly or monthly basis.

3. JHS agrees to build the capacity to a minimum service target of 18 active participants per month that are to be involved in the program.

4. JHS agrees to provide monthly statistical data, including year-to-date totals, to the City by the 7th of the following month and is to include the following data as a minimum (Appendix B):
- Clients continuing into this period
- New clients
- Clients terminated during this period
- Clients continuing into the next period

5. The City agrees to fund the program expenditures, which includes the salary of 1 FTE employment counsellor, in the amount of $54,261 for the period September 16, 2003 until October 1, 2004 as outlined in Appendix C. The City shall pay the sum of $54,261 in quarterly payments of $13,565.25 to be issued by the following dates:
   - September 25, 2003
   - December 1, 2003
   - March 1, 2004
   - June 1, 2004

6. JHS agrees to ensure that client information and records will be maintained in accordance with JHS existing practices for the effective management of client information and the confidentiality of the records.

7. Both parties agree that each participant in the program will complete a consent to obtain and release information for the sole purpose of allowing the exchange of information regarding the participant as it relates to their eligibility for Ontario Works and the progress in the W.O.R.K program.

8. JHS shall inform Ontario Works staff when a participant is failing to fulfil their program requirements, including attendance, when such failure may result in the participant no longer being eligible for the program.

9. Ontario Works staff will advise JHS staff when a participant is no longer eligible for Ontario Works if such ineligibility will affect the participant’s participation in the program.

10. In the event that the City is not satisfied with the quality of service being performed by JHS in connection with this agreement, the City may provide written notice of the deficiency to JHS. In the event that any such deficiency is not remedied within thirty (30) days of the date of such notice, the City may, at its option, terminate this agreement forthwith upon written notice. In addition, JHS may, at its option, terminate this
agreement upon thirty (30) days written notice to the City. In the event that either party terminates the agreement before the expiry date, JHS shall refund to the City a proportionate amount of the funds advanced by the City, based upon the unexpired portion of the term of this agreement.

11. The duration of this initial agreement is September 16, 2003 to October 1, 2004. The City shall notify JHS on or before September 16 in any year of its desire to renew the agreement for the following year, and the parties shall negotiate the compensation to be paid by the City.

12. This agreement shall enure to the benefit of the parties hereto, and may not be assigned by JHS without the express written consent of the City.