

THE CORPORATION OF THE MUNICIPALITY WEST GREY

BY - LAW NUMBER 25 - 2012

BEING, A By-law to authorize the Mayor and CAO to execute an Agreement between the Municipality of West Grey and Her Majesty the Queen In Right of Ontario as represented by the Minister of Training, Colleges and Universities, to define the terms and conditions of Funds to be used by the Recipient to carry out the Project (Durham Homecoming) under the Ontario Job Creation Partnerships (OJCP);

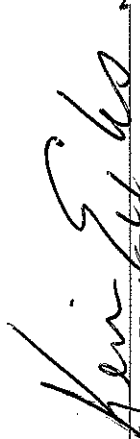
WHEREAS, the Council of the Corporation of the Municipality of West Grey deems it expedient and in the best interests of its ratepayers to enter into said agreement;

NOW THEREFORE, THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF WEST GREY ENACTS AS FOLLOWS:


1. That the Mayor and CAO are hereby authorized to execute the Ontario Job Creation Partnerships Agreement, attached as Schedule "A" to this by-law.
2. That this By-law shall be deemed to come into full force and effect on the date of its passing thereof.

READ a first and second time this 4th day of June, 2012.

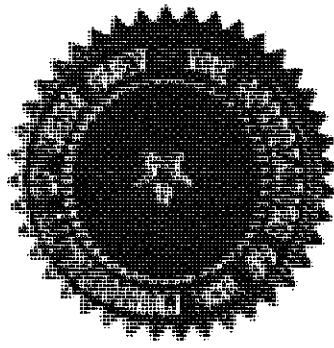
READ a third time and finally passed this 4th day of June, 2012.



Mayor - Kevin Eccles



CAO - Christine Robinson



SCHEDULE "A" TO BY-LAW NUMBER 25 - 2012

MUNICIPALITY OF



ONTARIO JOB CREATION PARTNERSHIP (OJCP)
AGREEMENT

THE AGREEMENT effective as of June 6, 2012

B E T W E E N:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of
Training, Colleges and Universities

(the "Ministry")

- and -

MUNICIPALITY OF WEST GREY

(the "Recipient")

Background:

This Agreement defines the terms and conditions of Funds to be used by the Recipient to carry out the Project under the Ontario Job Creation Partnerships (OJCP).

Consideration:

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

ARTICLE I

INTERPRETATION AND DEFINITIONS

1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency shall be to Canadian dollars and currency; and
- (e) "include", "includes" and "including" shall not denote an exhaustive list.

1.2 Definitions. In the Agreement, the following terms shall have the following meanings:

"Agreement" means this agreement entered into between the Ministry and the Recipient and includes all of the schedules listed in section 26.1.

"Budget" means the budget attached to the Agreement as Schedule "B".

"Effective Date" means the date set out at the top of the Agreement.

"EI Act" means the *Employment Insurance Act*, S.C. 1996, c.23, as amended;

"Event of Default" has the meaning ascribed to it in section 14.1.

"FIPPA" means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended.

"Funding Year" means:

(a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

(b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

"Funds" means the money the Ministry provides to the Recipient pursuant to the Agreement.

"Indemnified Parties" means her Majesty the Queen in right of Ontario, her Ministers, agents, appointees and employees.

"Maximum Funds" means \$ 0.

"MFIPPA" means the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended. "Notice" means any communication given or required to be given under the Agreement.

"Parties" means the Ministry and the Recipient.

"Party" means either the Ministry or the Recipient.

"PIPEDA" means the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, as amended.

“**Project**” means the undertaking described in Schedule “A”.

“**Reports**” means the reports described in Schedule “D”.

“**Service Plan**” means the individual career planning document developed with the Service Provider that identified the Ontario Job Creations Partnerships program as being necessary for integration into the labour market and includes an Employment Service Plan;

“**Service Provider**” means a service provider under contract to the Ministry.

“**Timelines**” means any Project timelines or schedules set out in Schedule “A”.

“**Wind Down Costs**” means the Recipient’s reasonable costs to wind down the Project.

ARTICLE 2

REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 **General.** The Recipient represents, warrants and covenants that:

- (a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project; and
- (c) any information the Recipient provided to the Ministry in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and shall continue to be true and complete for the term of the Agreement.

2.2 **Execution of Agreement.** The Recipient represents and warrants that:

- (a) it has the full power and authority to enter into the Agreement; and
- (b) it has taken all necessary actions to authorize the execution of the Agreement including if the Recipient is a band as defined under the Indian Act (Canada), it has passed a band resolution authorizing the Recipient to enter into the Agreement with the Ministry, or if the Recipient is a municipality it has passed a municipal by-law authorizing the Recipient to enter into the Agreement with the Ministry.

2.3 **Governance.** The Recipient represents, warrants and covenants that it has, and shall maintain for the period during which the Agreement is in effect, by-laws or other legally necessary instruments to:

- (a) establish an expected code of conduct and ethical responsibilities including a policy on protection of privacy that complies with MFPPA or PIPEDA, if applicable, or that complies with the Canadian Standards Association Model Privacy Code and that is publicly available and a policy on conflict of interest, at all levels of the Recipient’s organization;
- (b) establish procedures to ensure the ongoing effective functioning of the Recipient;
- (c) establish decision-making mechanisms;
- (d) provide for the prudent and effective management of the Funds;
- (e) establish procedures to enable the successful completion of the Project;
- (f) establish procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;
- (g) establish procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and
- (h) deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

2.4 **Supporting Documentation.** Upon request, the Recipient shall provide the Ministry with proof of the matters referred to in this Article 2.

ARTICLE 3

TERM OF THE AGREEMENT

3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall expire on September 2, 2012 unless terminated earlier pursuant to Article 12, Article 13 or Article 14.

ARTICLE 4

FUNDS AND CARRYING OUT THE PROJECT

4.1 **Funds Provided.** The Ministry shall:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment schedule attached to the Agreement as Schedule “C”.

4.2 **Funds Deposited.** The Funds shall be deposited into an account designated by the Recipient as an account that resides at a Canadian financial institution and is in the name of the Recipient:

- (a) by the Ministry where Funds are deposited by electronic transfer; or
- (b) by the Recipient where Funds are not deposited by electronic transfer.

4.3 Limitation on Payment of Funds. Despite section 4.1, the Ministry:

- (a) shall not provide any Funds to the Recipient until the Recipient provides the insurance certificate or other documents provided for in section 11.2;
- (b) is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Ministry's assessment of the information provided by the Recipient pursuant to section 7.1; and
- (d) pursuant to the provisions of the Financial Administration Act (Ontario), if the Ministry does not receive the necessary appropriation from the Ontario Legislature for any payment the Ministry is obligated to make under the Agreement, the Ministry shall not be obligated to make any payment, and:
 - (i) may reduce the amount of the Funds and, in consultation with the Recipient, change the Project; or
 - (ii) the Ministry may terminate the Agreement pursuant to section 13.1.

4.4 Use of Funding and Project. The Recipient shall:

- (a) carry out the Project;
- (i) in accordance with the terms and conditions of the Agreement; and
- (ii) in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project;
- (b) use the Funds only for the purpose of carrying out the Project; and
- (c) spend the Funds only in accordance with the Budget.

4.5 No Changes. The Recipient shall:

- (a) not make any changes to the Project, the Timelines and/or the Budget without the prior written consent of the Ministry; and
- (b) abide by the terms and conditions the Ministry may require pursuant to any consent.

4.6 Interest Bearing Account. If the Ministry provides Funds to the Recipient prior to the Recipient's immediate need for the Funds, the Recipient shall place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

4.7 Interest. If the Recipient earns any interest on the Funds:

- (a) the Ministry may deduct an amount equal to the interest from any further instalments of Funds; or
- (b) the Recipient shall pay an amount equal to the interest to the Ministry as directed by the Ministry.

4.8 Maximum Funds. The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds.

4.9 Rebates, Credits and Refunds. The Recipient shall not use the Funds for any costs, including taxes, for which it has received, will receive, or is eligible to receive, a rebate, credit or refund.

ARTICLE 5

ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS

5.1 Acquisition of Goods and Services. If the Recipient acquires supplies, equipment or services with the Funds, it shall do so through a fair and transparent process that promotes the best value for money.

5.2 Disposal. The Recipient shall not, without the Ministry's prior written consent, sell, lease or otherwise dispose of any asset purchased with the Funds or for which Funds were provided, the cost of which exceeded \$1,000 at the time of purchase.

ARTICLE 6

CONFLICT OF INTEREST

6.1 No Conflict of Interest. The Recipient shall carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.

6.2 Conflict of Interest Includes. For the purposes of this Article, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project and the use of the Funds.

6.3 Disclosure to Ministry. The Recipient shall:

- (a) disclose to the Ministry, without delay, any situation that a reasonable person would interpret as either an actual, potential or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Ministry may reasonably prescribe as a result of the disclosure.

ARTICLE 7

REPORTING, ACCOUNTING AND REVIEW

7.1 Preparation and Submission. The Recipient shall:

- (a) submit to the Ministry at the address provided in section 18.1, or in a manner set out in Schedule "D", all Reports in accordance with the timelines and content requirements set out in Schedule "A", or in a form as specified by the Ministry from time to time;
- (b) submit to the Ministry at the address provided in section 18.1, or in a manner specified by the Ministry, any other reports requested by the Ministry in accordance with the timelines and content requirements specified by the Ministry;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Ministry; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

7.2 Record Maintenance. The Recipient shall keep and maintain, both during the term of this Agreement and for a period of seven (7) years after:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and (b) all non-financial documents and records relating to the Funds or otherwise to the Project, including but not limited to, records and documents containing personal information within the meaning of FIPPA, MFIPPA and PIPEDA.

7.3 Inspection. The Ministry, its authorized representatives or an independent auditor identified by the Ministry may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises or upon the premises where the Project activity is occurring to review the progress of the Project, the compliance with the Agreement and the Recipient's expenditure of the Funds and, for these purposes, the Ministry, its authorized representatives or an independent auditor identified by the Ministry may:

- (a) inspect and copy the records and documents referred to in section 7.2; and
- (b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or Project.

7.4 Disclosure. To assist in respect of the rights set out in section 7.3, the Recipient shall disclose any information reasonably requested by the Ministry, its authorized representatives or an independent auditor identified by the Ministry, and shall do so in a form reasonably requested by the Ministry, its authorized representatives or an independent auditor identified by the Ministry, as the case may be.

7.5 No control of Records. No provision of the Agreement shall be construed so as to give the Ministry any control whatsoever over the Recipient's records.

7.6 Auditor General. For greater certainty, the Ministry's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.(1) of the Auditor General Act (Ontario).

7.7 Records Transfer. At any time after the expiry of the Agreement or the giving of Notice of termination pursuant to Article 12, Article 13 or Article 14, the Ministry may demand the transfer of any records referred to in section 7.2 to another organization identified by the Ministry in order to facilitate the successful continuation or completion of services to individuals.

ARTICLE 8

ACKNOWLEDGEMENT

8.1 Acknowledge Support. Unless otherwise directed by the Ministry, the Recipient shall, in a form approved by the Ministry, acknowledge the support of the Ministry in any publication of any kind, written or oral, relating to the Agreement or the Project, including but not limited to any report, announcement, advertisement, brochure, audio-visual material, design, website or other public communication.

8.2 Publication. If the Recipient publishes any material of any kind relating to the Project, the Recipient

shall indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect those of the Ministry.

ARTICLE 9

ACCESS TO INFORMATION AND PROTECTION OF PRIVACY

9.1 Access to Information. The Recipient acknowledges that the Ministry is bound by FIPPA and undertakes to perform its obligations under the Agreement in a manner that ensures that the Ministry is not in breach of its obligations under FIPPA.

9.2 Disclosure. The Recipient acknowledges that any information provided to the Ministry in connection with the Project or otherwise in connection with the Agreement is subject to disclosure in accordance with FIPPA.

9.3 Protection of Privacy. The Recipient represents and warrants that it shall protect privacy in accordance with MFIPPA or PIPEDA, if applicable, and its protection of privacy policy described in section 2.3(a). Without limitation, the Recipient shall:

- a) designate an experienced official who shall be responsible for ensuring the Recipient's compliance with MFIPPA or PIPEDA, if applicable, and its protection of privacy policy and the privacy protection provisions of the Agreement;
- b) implement appropriate privacy protection training of employees and contractors who have access to personal information to carry out the Project;
- c) only collect, use and disclose personal information if necessary to carry out the Project and comply with its obligations under the Agreement;
- d) not use personal information that was collected for use in carrying out the Project for any other purpose without the informed and voluntary written consent of the affected individual;
- e) give any notices of collection and obtain any consents that may be necessary to discharge its obligations under the Agreement;
- f) limit access to personal information to employees and contractors who need the personal information to carry out the Project and ensure the Recipient's compliance with its obligations under the Agreement;
- g) before disclosing personal information to employees and contractors, enter into an agreement with them requiring them to be bound by the Recipient's protection of privacy policy and the privacy protection provisions of the Agreement;
- h) ensure the security and integrity of any personal information collected by implementing, using and maintaining the most appropriate products, tools, measures and procedures to prevent the unauthorized or inadvertent collection, use, disclosure, loss, alteration or destruction;
- i) ensure that all personal information collected to carry out the Project will be stored in, remain in and be accessible only within Canada;
- j) provide individuals with access to their own personal information in accordance MFIPPA or PIPEDA, if applicable, and the Recipient's protection of privacy policy;
- k) ensure the secure and irreversible destruction of records containing personal information when they are no longer needed to carry out the Project or to comply with the Recipient's obligations under the Agreement;

- l) notify the Ministry as soon as the Recipient becomes aware of a potential or actual breach of any of the privacy protection provisions of the Agreement;
- m) cooperate with the Ministry and its contractors and auditors in any audit of or investigation into a breach of the privacy protection provisions of the Agreement; and
- n) implement, use and maintain other specific privacy or security measures that in the reasonable opinion of the Ministry would improve the adequacy and effectiveness of the Recipient's measures to ensure the privacy and security of the records collected, created, used and disclosed in carrying out the Project and compliance with the obligations under the Agreement.

ARTICLE 10 INDEMNITY

10.1 Indemnification. The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomsoever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Ministry.

ARTICLE 11 INSURANCE

11.1 Recipient's Insurance. The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+

or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy shall include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30 day written notice of cancellation, termination or material change.

11.2 Proof of Insurance. The Recipient shall provide the Ministry with certificates of insurance, and renewal replacements on or before the expiry of any such insurance, or other proof as may be requested by the Ministry, that confirms the insurance coverage as provided for in section 11.1. Upon the request of the Ministry, the Recipient shall make available to the Ministry a copy of each insurance policy.

ARTICLE 12 TERMINATION ON NOTICE

12.1 Termination on Notice. The Ministry or the Recipient may terminate the Agreement at any time upon giving at least 15 days Notice to the other Party.

12.2 Consequences of Termination. If the Agreement is terminated pursuant to section 12.1, the Ministry may:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or
- (c) determine the Wind Down Costs, and:
 - (i) permit the Recipient to offset the Wind Down Costs against the amount the Recipient owes pursuant to section 12.2(b); and/or
 - (ii) subject to section 4.8, provide Funds to the Recipient to cover the Wind Down Costs.

ARTICLE 13 TERMINATION WHERE NO APPROPRIATION

13.1 Termination Where No Appropriation. If, as provided for in section 4.3(d), the Ministry does not receive the necessary appropriation from the Ontario Legislature for any payment the Ministry is obligated to make under the Agreement, the Ministry may terminate the Agreement immediately by giving Notice to the Recipient.

13.2 Consequences of Termination. If the Ministry terminates the Agreement pursuant to section 13.1, the Ministry may:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or
- (c) determine the Wind Down Costs and permit the Recipient to offset such Wind Down Costs against the amount owing pursuant to section 13.2(b).

13.3 No Additional Funds. For purposes of clarity, if the Wind Down Costs exceed the Funds remaining in the possession or under the control of the Recipient, the Ministry shall not be required to provide additional Funds to the Recipient.

ARTICLE 14 EVENT OF DEFAULT, ACTION UPON DEFAULT AND TERMINATION FOR DEFAULT

14.1 Events of Default. Each of the following events shall constitute an "Event of Default":

- (a) in the opinion of the Ministry, the Recipient has knowingly provided false or misleading information regarding its request for funds or in any other communication with the Ministry;
- (b) in the opinion of the Ministry, the Recipient breaches any material requirement of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; and/or
 - (iii) provide Reports or such other reports as may have been requested pursuant to section 7.1(b), completed to the satisfaction of the Ministry;
- (c) the nature of the Recipient's operations, or its corporate status, changes so that it no longer meets one or

more of the applicable eligibility requirements of the program under which the Ministry provides the Funds;

- (d) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; and
- (e) the Recipient ceases to operate.

14.2 Action upon Default. If an Event of Default occurs, the Ministry may, at any time, take one or more of the following actions:

- (a) initiate any action the Ministry considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) suspend the payment of Funds for such period as the Ministry determines appropriate;
- (c) reduce the amount of the Funds;
- (d) cancel all further installments of Funds;
- (e) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (f) demand the repayment of an amount equal to any Funds the Recipient used for purposes not agreed upon by the Ministry;
- (g) demand the repayment of an amount equal to any Funds the Ministry provided to the Recipient; and/or
- (h) terminate the Agreement immediately upon giving Notice to the Recipient.

14.3 Opportunity to Remedy. In addition to its rights provided for in section 14.2, the Ministry may provide the Recipient an opportunity to remedy the Event of Default by providing Notice to the Recipient:

- (a) of the particulars of the Event of Default; and
- (b) of the period of time within which the Recipient is required to remedy the Event of Default.

14.4 Recipient not Remediating. If the Ministry has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.3 and:

- (a) the Recipient does not remedy the Event of Default within the time period specified in the Notice;
 - (b) it becomes apparent to the Ministry that the Recipient cannot completely remedy the Event of Default within the time period specified in the Notice or such further period of time as the Ministry considers reasonable; or
 - (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Ministry,
- the Ministry may initiate any one or more of the actions provided for in sections 14.2 (d), (e), (f), (g) and (h).

14.5 Effective Date. The effective date of any termination under this Article shall be the last day of the Notice period, the last day of any subsequent Notice period or immediately, whichever applies.

ARTICLE 15

FUNDS AT THE END OF A FUNDING YEAR

15.1 Funds at the End of a Funding Year. Without limiting any rights of the Ministry under Article 14, if the Recipient has not spent all of the Funds allocated for the Funding Year, the Ministry may:

- (a) demand the return of the unspent Funds; or
- (b) adjust the amount of any further instalments of Funds accordingly.

ARTICLE 16

FUNDS UPON EXPIRY

16.1 Funds Upon Expiry. Without limiting any rights of the Ministry under Article 14, the Recipient shall, upon expiry of the Agreement, return to the Ministry any Funds remaining in its possession or under its control.

ARTICLE 17

REPAYMENT

17.1 Debt Due. If the Recipient owes any monies, including any Funds, to the Ministry, whether or not their return or repayment has been demanded by the Ministry, such monies shall be deemed to be a debt due and owing to the Ministry by the Recipient and the Recipient shall pay or return the amount to the Ministry immediately unless the Ministry directs otherwise.

17.2 Interest Rate. The Ministry may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

17.3 Payment of Monies to Ministry. The Recipient shall pay any monies owing to the Ministry by certified cheque or bank draft payable to the "Ontario Minister of Finance" and mailed to the Ministry at the address provided in section 18.1.

**ARTICLE 18
NOTICE**

18.1 Notice in Writing and Addressed. Notice shall be in writing and shall be delivered by postage-prepaid mail, personal delivery or facsimile, and shall be addressed to the Ministry and the Recipient respectively as set out below:

To the Ministry:
Ministry of Training, Colleges and Universities
4275 King Street East, Kitchener, ON, N2P 2E9
Attention: Doug McDonald
Employment & Training Consultant
Fax: 519-653-2471

To the Recipient:
MUNICIPALITY OF WEST GREY
402813 GREY ROAD 4
DURHAM, ON
N0G 1R0
Attention: Christine Robinson
CAO
Fax: 519-369-5962

A Party may designate new contacts for Notice by providing Notice to the other Party of the new information in accordance with this Article.

18.2 Notice Given. Notice shall be deemed to have been received:

- (a) in the case of postage-prepaid mail, seven days after such Notice is mailed; or
- (b) in the case of personal delivery or facsimile, on the day such Notice is received by the other Party.

18.3 Postal Disruption. Despite section 18.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail shall not be deemed to be received; and
- (b) the Party giving Notice shall provide Notice by personal delivery or by facsimile.

**ARTICLE 19
SEVERABILITY OF PROVISIONS**

19.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

**ARTICLE 20
WAIVER**

20.1 Waivers in Writing. If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

**ARTICLE 21
INDEPENDENT PARTIES**

21.1 Parties Independent. The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Ministry and the Recipient shall not take any actions that could establish or imply such a

relationship.

ARTICLE 22
ASSIGNMENT OF AGREEMENT OR FUNDS

22.1 No Assignment. The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of the Ministry.

22.2 Enurement. The Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE 23
GOVERNING LAW

23.1 Governing Law. The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.

ARTICLE 24
FURTHER ASSURANCES

24.1 Agreement into Effect. The Parties shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to its full extent.

ARTICLE 25
SURVIVAL

25.1 Survival. The provisions in Article 1, sections 4.7(b), 5.2, 7.1 (to the extent that the Recipient has not provided the Reports or other reports), 7.2, 7.3, 7.4, 7.5, 7.6, Articles 8, 9, and 10, sections 12.2, 13.2, 13.3, 14.1, 14.2(c), (d), (e), (f) and (g), Articles 16, 17, 18, 19, 23, 25, 26 and 28, and all applicable Definitions, cross-referenced provisions and schedules shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

ARTICLE 26
SCHEDULES

26.1 Schedules. The Agreement includes the following schedules:

- (a) Schedule "A" - Project Description and Timelines;
- (b) Schedule "B" - Budget;
- (c) Schedule "C" - Payment Schedule; and
- (d) Schedule "D" - Reports;

ARTICLE 27
COUNTERPARTS

27.1 Counterparts. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE 28
ENTIRE AGREEMENT

28.1 Entire Agreement. The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

28.2 Modification of Agreement. At any time prior to its expiry, the Agreement may be amended by a document in writing, dated and signed by the Parties.

The Parties have executed the Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Training, Colleges and Universities



Sherree Mahood:
Director Western Region:

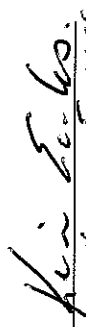
Date

~~JUN 07 2012~~

Reviewed By



MUNICIPALITY OF WEST GREY



Name: KEVIN ECCLES
Position: MAYOR

June 4/12

Date



Name: CHRISTINE ROBINSON
Position: CHIEF ADMINISTRATIVE OFFICER

June 4/2012

Date

I/We have authority to bind the Recipient.

SCHEDULE "A"

Attached to and forming part of an Agreement between Her Majesty the Queen in right of Ontario, as represented by the Minister of Training, Colleges and Universities (the "Ministry") and MUNICIPALITY OF WEST GREY (the "Recipient"), made effective as of June 6, 2012.

PROJECT DESCRIPTION AND TIMELINES

OBJECTIVE OF THE ONTARIO JOB CREATION PARTNERSHIPS:

The Ontario Job Creation Partnerships is a program designed to support Partnerships projects that provide participants with opportunities to gain meaningful work experience, which will improve their long-term employment prospects. Activities of each project should benefit both the participant and the community with the primary focus being on the participant. The projects are of varying lengths up to a maximum of 52 weeks.

PARTICIPANT REFERRAL TO THE PROJECT

The Recipient and/or the Ministry shall provide the Service Provider with details of the Project, the positions available and the skills required for each position so that the Service Provider can refer eligible candidates to the Project. Additional recruitment activities are outlined in description of project activity. The Recipient shall interview and select participants to participate in the Project from a pool of eligible candidates.

All candidates must have a Service Plan with a referral to OJCP and be case managed by a Service Provider. Ministry will confirm the participant's eligibility status when in receipt of OJCP client application. The Participants must sign an agreement with the Ministry prior to participating in the Project.

Roles and Responsibilities- with the Ministry:

The Recipient shall:

- create and post a job posting (including on Job Bank) for each position identified under the Project;
- ensure Project objectives are being met;
- keep a record of progress and accomplishments to-date;
- provide the Ministry with monthly updates regarding the progress of the Project and the status of the Project objectives
- ensure that expense claims and supporting documentation such as invoices, payroll records and/or other necessary financial documentation are submitted on a monthly basis.
- ensure secure information exchange with the Ministry;
- ensure that if any changes occur to the physical work, or physical activity, the Recipient shall implement and maintain all environmental protection measures to ensure that no harm to the environment will result from the Project.

Roles and Responsibilities - with the Participant(s):

The Recipient shall:

- conduct daily supervision of the participant(s);
- hire and terminate participants;
- establish personnel policies to deal with absences due to illness or injury and vacation, if not already in place;
- ensure safe working conditions;
- allow Participant(s) reasonable time off to attend job interviews (for example, 1 to 2 days off in a 2-week period)

Fiscal Year	2013
Site Schedule #	1
Site ID #	3518A
Project Activity Start Date:	June 6, 2012
Project Activity End Date:	September 2, 2012
Number of Participants:	1

PROJECT ACTIVITY AND DURATION

Project Objectives

- To provide meaningful employment opportunity for an unemployed participant who will:
- Benefit from employment in their locality
 - Have the opportunity to use and refine their administrative skills in a professional atmosphere
 - Use the opportunity to network with the local business community
 - Assist with a wide variety of tasks which will contribute to the success of the homecoming event
- To assist in one-time project for Durham Homecoming to ensure successful community event

Description of Project Activity

Part 1: June 6 to August 1, 2012

- General office duties while staffing Homecoming Headquarters
- Initial organization of office space
- Answering telephone and responding to email inquiries
- Assisting with Registration, sales, marketing and other publicity
- Creating, copying and disseminating spreadsheets, newsletters and other publicity
- Helping to organize volunteers
- Assisting with financial record-keeping

Part 2: August 2 to August 6, 2012

-Activities will include duties as above with special emphasis on the smooth running of the office for sales, information and banking deposits

-Data gathering, event surveys, guest surveys, and crowd estimates

Part 3: August 7 to September 2, 2012

- Assisting with final budget reconciliation
- Gathering and summarizing feedback from all sources
- Creating and posting Thank You letters and Advertisements
- Responding to media requests for details of event
- Organizing information for grant reporting purposes
- Returning borrowed or rented supplies and equipment
- Disposing of office equipment and furniture

Expected Measurable Results

- New contacts for the employee, leading to more potential employment opportunity
- Employee will gain increased confidence and employment skills from the successful completion of tasks
- A well-run, professional and organized office for the Homecoming Committee

Benefits to Participant(s), Sponsor, Community

- The participant will benefit from the work experience which will assist them to prepare to obtain full-time employment
- The sponsor will have a skilled employee dedicated to running the office which is critical to the project's success
- The community will benefit from a well-run event

Duration

The project will start June 6, 2012 and will end September 2, 2012

SCHEDULE "B"

Attached to and forming part of an Agreement between Her Majesty the Queen in right of Ontario, as represented by the Minister of Training, Colleges and Universities (the "Ministry") and MUNICIPALITY OF WEST GREY (the "Recipient"), made effective as of June 6, 2012.

Fiscal Year	2013
Site Schedule #	1
Site ID #	3518A

ELIGIBLE COSTS

Subject to the following conditions, the costs listed below are eligible costs for the purposes of the Agreement, subject to change only with Ministry's prior written approval.

Cost are eligible only if they are, in the opinion of the Ministry,

- a) directly related to the Project, and
- b) reasonable.

Equipment purchase costs exceeding \$1,000 require the prior written authorization of the Ministry.

The portion of any cost in respect of which the Recipient has, or is entitled to receive a contribution from another level of government or other source is not eligible for reimbursement.

Any cost categories not specifically listed are subject to the prior written approval of the Ministry.

Definitions of eligible costs are as follows:

1. PROJECT COSTS:

A. Activity Related Direct Project Costs

- 1) Staff Wages: \$0
- 2) Professional Fees: \$0
Eligible costs within this category are:
 - Professional fees - contracting (e.g. bookkeeping, janitorial services, IT, equipment maintenance services, security)
 - legal fees
- 3) Travel: \$0
Eligible costs within this category are:
 - Staff and volunteer travel (as per travel claims)
- 4) Capital Assets: \$0
Eligible costs within this category are:
 - Capital assets (any asset requiring agreement of disposition, as per program specific Terms and Conditions value; may be any of the assets included in this listing)
- 5) Audit Costs: (Departmentally Mandated) \$0
Eligible costs within this category are:
 - Audit costs related to departmentally mandated audits
- 6) Other Activity Related Direct Project Costs: \$0
Eligible costs within this category are:
 - Furniture
 - WSIB coverage for Project staff- No reimbursement will be made to Schedule II employers. Schedule II employers (mainly large municipalities such as Metro Toronto or the City of Windsor) do not pay premiums. Therefore there is no definitive invoice which they can present for reimbursement. Schedule II employers who apply for OJCP projects must commit to providing WSIB coverage for the project participants as part of their Partnerships contribution to the project.
 - Staff disability supports (duty to accommodate)
 - Staff training for disability-related issues (e.g. sign language training)
 - Conference attendance fees
 - Conference costs (meeting room rental, guest speakers, etc.)
 - Rent, lease (including applicant owned premises), repairs and leasehold improvements (insurance is noted below, under 'Other Direct Project Costs'.
 - Signage
 - Utilities
 - Equipment lease, rental or purchase (including computers, fax machines, etc. ; copy charge for photocopies is included in the equipment repair and maintenance cost item below, in category IC)
 - Computer software
 - Costs associated with use of applicant-owned assets other than premises (e.g. computers and other equipment, furniture, etc.)
 - Memberships (professional and organizational), affiliation fees and business licenses and permits
 - Advertising (newspaper ads, flyer production, etc.)

- Reference materials (books, periodicals, subscriptions, etc., which cannot be easily traced/tracked back to usage by project participants)
- Significant project costs associated with the following types of expenditures (i.e. one-time, non-recurring, non standard/non-basic amounts over and above the regular, day-to-day operational costs):
 - o Telephone (installation and extraordinary costs related to telephones and/or fax lines required over and above regular operating requirements)
 - o Postage (significant costs associated with project activities which increase expected costs of postage beyond normal operating requirements)
 - o Internet (web page design, etc.) and other IT requirements (significant costs associated with project activities which increase expected internet related costs beyond normal operating requirements)
 - o Printing (significant costs associated with project activities which increase expected printing costs beyond normal operating requirements)
 - o Staff professional development (courses required by staff which are not part of the routine development courses required by the organization's policies)
 - Costs related to transition/wind-down (severance pay, other HR related costs, penalties for breaking leases, etc.)

B. Participant Related Direct Project Costs: \$0

Eligible costs within this category are:

- Living expenses
- Disability-related supports (attendant care, note takers, sign language interpreters)
- Disability-related incremental costs (i.e. additional per diems for fees for assistance provided, etc.)
- WSIB Coverage- No reimbursement will be made to Schedule II employers.
- Professional fees related to participants - sub-contracting (i.e. vocational assessments, needs assessments, guest speakers, etc.)
- Dependant care
- Adaptive-technology set-up
- Materials & supplies, books & testing materials, to be used by/for participants
- Travel, transportation
- Participation and completion recognition activities

C. Other Direct Project Costs: \$0

Eligible costs within this category are:

- Insurance (fire, theft, liability)
- Standard, regular, day-to-day, operational, recurring costs related to:
 - o Basic telephone charges (including fax lines)
 - o Postage & courier
 - o Monthly internet fees
- Operational printing contracted externally (business cards, letterhead, ad hoc unanticipated print jobs, minor updates and/or printing of organizational or program brochures, etc.)
 - o Equipment repair & maintenance (includes photocopy meter charges)
- Staff professional development - amount to cover basic training needs as per organization's existing policies; employment related requirements which can include, but is not limited to, health & safety, first aid, CPR, self-defence, crisis intervention, anti-racism, anti-oppression, sensitivity, conflict resolution, etc.
- Materials and supplies (e.g. pens, pencils, paper, envelopes, cleaning supplies, subscriptions)
- Bank charges
 - o IT maintenance
 - o Other non participant-based costs (e.g. water where public water not safe for drinking, staff and volunteer recognition)
- Staff and volunteer transportation (bus fare, taxi and parking required for delivery of project activities but not part of travel claims; does NOT include monthly parking fees; travel is noted in category 1A)

2. ORGANIZATIONAL INFRASTRUCTURE COSTS: \$0

Eligible costs within this category are:

- Staff wages & MERCS
- Other employment-related benefit costs (WCB, medical, dental, pension, etc.) where warranted by current organizational HR policies
- Other HR costs such as extended illness & maternity leave, vacation leave pay out, severance pay, etc. where warranted by current organizational HR policies and provincial labour standards. (This is not a contingency option. Costs must be foreseeable to be negotiated in the original agreement and will otherwise require a negotiation and amendment when incurred.)
- Rent, lease (including applicant owned premises) and minor repairs and leasehold improvements
- Utilities
- Furniture
- Signage
- Equipment purchase, lease or rental (including computers)
- Costs associated with use of applicant-owned assets other than premises (e.g. computers and other equipment, furniture, etc.)

- Equipment maintenance and repairs
- Software
- Professional fees - contracting (e.g. bookkeeping, janitorial services, IT, equipment maintenance services, security)
- Audit costs
- Staff disability supports (duty to accommodate)
- Telephone costs
- Postage and courier
- Internet costs (web page design, etc.) and other IT requirements
- Printing costs
- Advertising costs
- General insurance (e.g. directors' liability insurance)
- Travel and transportation (including board members)
- Training and development costs (volunteer and staff) • Office supplies
- Bank charges
- Memberships and affiliation fees (professional, inter- and intra-organizational, etc.)

3. TOTAL CONTRIBUTION AMOUNT: \$0

Budget Flexibility

1. The Recipient may make adjustments to vary the subtotal amount allocated for the following cost categories as indicated below:

A. The Recipient may make adjustments to vary, by up to 10%, the sub-total amount allocated for the following cost categories:

- Professional fees
- Travel
- Capital Assets
- Audit Costs
- Other Activity Related Direct Project Costs

B. The Recipient may make adjustments to increase only, by an amount not exceeding 10%, the sub-total amount allocated for the Other Participant Related Project Costs category, and shall notify the Ministry in writing of any adjustments to this section of the Budget.

2. The Recipient may not make adjustments under section (1) if such adjustments result in an amount in excess of the Maximum Funds.

3. The Recipient may not make any adjustments to the amounts allocated for the Ministry contribution under the "Salaries and Wages Costs" category, without prior written approval from the Ministry.

4. Any adjustments to the Budget with respect to the cost categories described therein, other than those authorized under section (1), must be approved in writing by the Ministry prior to the adjustment being made.

5. In the event that the Recipient makes an adjustment under section (1) with respect to the "Capital Assets" cost category as a result of the purchase of a Capital Asset, prior to making the purchase, the Recipient must notify the Ministry in writing of this purchase.

[Additional Details Regarding Staff Wages- if applicable]

[Additional Details Regarding Capital Assets- if applicable]

Schedule "C"

Attached to and forming part of an Agreement between Her Majesty the Queen in right of Ontario, as represented by the Minister of Training, Colleges and Universities (the "Ministry") and MUNICIPALITY OF WEST GREY (the "Recipient"), made effective as of June 6, 2012.

PAYMENT SCHEDULE

PAYMENT DATE OR MILESTONE	AMOUNT
Upon receipt and verification of monthly Payment Claim/Activity Report.	Eligible amounts as per Schedule "B"

TERMS OF PAYMENT

1. After an expense has been incurred, the Recipient shall submit a monthly Payment Claim/Activity Report as set out in Schedule "D".
2. The Ministry will reimburse actual expenditures submitted on the monthly claim form by the Recipient only if the Ministry is satisfied with the progress of the Project and the verifications/reconciliation's of actual amounts claimed.
3. The Ministry may withhold payment of any claim pending the completion of an audit of the Recipient's books and records conducted pursuant to section 7.3.

SCHEDULE "D"

Attached to and forming part of an Agreement between Her Majesty the Queen in right of Ontario, as represented by the Minister of Training, Colleges and Universities (the "Ministry") and MUNICIPALITY OF WEST GREY (the "Recipient"), made effective as of June 6, 2012.

REPORTS

NAME OF REPORT	DUE DATE
1. Monthly Payment Claim/Activity Report	By the 15th of every month during the term of the Agreement
2. Final Report	Within 30 days of Agreement end date
3. Statement of Revenue and Expenditure Report (applicable where the Funds is greater than \$100,000.)	N/A
4. Reports specified from time to time	On a date or dates specified by the Ministry

Statement of Revenue and Expenditure Report

Where the Funds total \$100,000 or more, the Recipient shall submit a Statement of Revenue and Expenditure Report following individual budget line items audited by an independent, external auditor.

Report Details

All reports shall be submitted using a form to be provided by the Ministry.

Monthly Payment Claim/Activity Report and Final Report shall include a summary of:

- Project progress and status;
- Participant status (i.e. date on which they started and ended the project);
- Participant performance and progress towards completing project activities;
- Project results; and
- Hours worked by each Participant.

The Recipient shall submit all reports securely to the Ministry by one of the following methods:

1. PKI encrypted e-mail;
2. If the recipient is unable to encrypt the e-mail, by regular e-mail provided that the report is a separate document protected with a strong password of at least eight and ideally 14 or more characters which include a combination of upper and lower case letters, numbers and symbols rather than dictionary words. In such case, the Recipient shall send the password to the Ministry by separate e-mail;
3. Delivery by courier, in paper or electronic form (disk, CD, data stick), in a double sealed envelope (an outside envelope and an interior envelope with a bold notice to the effect that the document is confidential and is to be opened only by the addressee or their designate);
4. Delivery in person, in paper or electronic form (disk, CD, data stick), in a double sealed envelope (an outside envelope and an interior envelope with a bold notice to the effect that the document is confidential and is to be opened only by the addressee or their designate); or
5. Delivery by registered mail or Express Post with Canada Post, in a double sealed envelope (an outside envelope and an interior envelope with a bold notice to the effect that the document is confidential and is to be opened only by the addressee or their designate) in either paper or electronic form.

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