

CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN

BY-LAW NO. 19-602

Being a By-Law to enter into a Professional Services Agreement with Meara Sullivan, PhD. and Joint Municipalities, with respect to development and adoption of a Community Safety and Well-being Plan.

WHEREAS pursuant to *The Police Services Act* (2019), municipalities are required to develop and adopt a Community Safety and Well-being Plan;

AND WHEREAS Council deems it expedient that the Municipality enters into a Joint Municipal/Professional Services Agreement, with respect to the hiring of, Meara Sullivan, PhD., to act as the Community Safety and Well-being Coordinator.

NOW THEREFORE the Council of The Corporation of the Township of South Algonquin hereby enacts as follows:

1. **THAT**, Meara Sullivan, PhD. hereby be hired to act as the Community Safety and Well-being Coordinator for the Joint Municipalities;
2. **THAT** the Mayor and CAO/Clerk-Treasurer are hereby authorized to enter into and execute the Professional Services Agreement, attached hereto as **Schedule "A"** to this by-law;
3. **THAT** this By-Law will be deemed to have come into force and effect as of October 21st, 2019.

READ A FIRST AND SECOND TIME THIS 4TH DAY OF DECEMBER, 2019.

READ A THIRD TIME AND FINALLY PASSED THIS 4TH DAY OF DECEMBER, 2019.

Jane A.E. Dumas, Mayor

Holly Hayes, CAO/Clerk-Treasurer

SCHEDULE A:

THIS AGREEMENT is made as of this 21 day of October, 2019

BETWEEN:

**THE CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN
THE CORPORATION OF THE TOWNSHIP MADAWASKA VALLEY,
THE CORPORATION OF THE TOWNSHIP BRUDENELL LYNDONCH and
RAGLAN, AND
THE CORPORATION OF THE TOWNSHIP KILLALOE, HAGARTY and
RICHARDS**

(hereinafter called the "Townships")

- and -

Meara Sullivan, PhD.

(hereinafter called the "Coordinator")

Professional Services Agreement

WHEREAS the Police Services Act (2019) requires municipalities to develop and adopt community safety and well-being plans. The Townships of; South Algonquin, Madawaska Valley, Brudenell, Lyndoch and Raglan, and Killaloe, Hagarty and Richards have resolved to work together in the development of a plan pursuant to that legislation;

WHEREAS Township Councils by passing of the above noted resolutions agreed to hiring Meara Sullivan PhD. to act as the Community Safety and Well-being Coordinator commencing on October 21, 2019 for the term specified herein subject to such extension(s) as the Parties may agree, to perform the duties and responsibilities of that office pursuant to the terms of the legislation and this agreement;

NOW THEREFORE, in consideration of the foregoing background, the covenants in this Agreement, and other good and valuable consideration (the receipt and adequacy of which are hereby acknowledged), the Parties agree as follows:

1.1 Definitions

In this Agreement, the following terms shall have the following meanings:

"Agreement" means this Agreement;

"Township Clerks" means the Townships CAO/Clerk-Treasurer, or her/his designate;

1.2 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and as may be amended from time to time, and shall be treated in all respects as an Ontario contract.

2.0 Duties

2.1 Subject to and in accordance with applicable legislation and the terms of this Agreement, the Townships retains the Coordinator to complete the activities included within the appended work plan;

2.2 The role of the CSWB Coordinator includes the following duties:

- a. provide guidance on the development of a CSWB plan, based on previous experience with plan development and the best available information being provided by provincial ministries;
- b. plan and facilitate meetings as required in accordance with the best available practices developed during pilot projects and the North Hastings CSWB group and any additional information provided by Ministries, Government agencies or other stakeholders;
- c. provide assistance with research and decision making;
- d. assists with the determination of appropriate members to be included in the proposed advisory groups, and assist with helping clarify roles and communicate them to potential members;
- e. provide guidance and document the development of the priority groups and risk assessments, including corresponding with advisory group members;
- f. facilitates the development of the consultation strategy;
- g. assists each municipality with the implementation of consultation strategy;
- h. Analyze data collected during the consultation and provide recommendations regarding the findings;

2.3 Creation of CSWB document which will include documentation of the process, findings, recommendations and next steps.

3.0 Fees

3.1 For the performance of the duties under this Agreement, the Townships shall pay the Coordinator an hourly rate of \$100 per hour based on the estimates included in the attached workplan. The Coordinator will bill monthly, for all aspects of plan development outlined within this contract the invoice will be divided evenly between the participating municipalities;

3.2 Where additional work is requested by a single municipality it will be considered additional scope and will be invoiced and paid directly by the municipality requesting it;

3.4 The Townships shall reimburse the Coordinator for travel at: \$ 0.54 per km

3.5 Where overnight accommodation is required, the reasonable cost of such accommodation. Other disbursements at cost (receipts required).

3.6 When meeting space is required the Township CAO/Clerks (Clerks) will work together to provide space at a Township facility on an as needed and as available basis. All such requests will be arranged by the Township Clerks and/or designates.

- 3.7 Any reports prepared by the Coordinator shall be provided to the Township Clerk who will be responsible for printing and distributing at the expense of the Township.
- 3.8 The Coordinator shall submit monthly invoices for services performed to each of the individual Townships, via email to the respective Clerk.
- 3.9 Payments to the Coordinator will be by cheque payable to:
- Dr Meara Sullivan,
193 AGuy Wilson Road,
RR4 Bancroft K0L1C0.
- 3.10 The Coordinator shall not seek reimbursement from the Township for any costs incurred which are not specifically set out in this Agreement, unless such costs are pre-authorized in writing by the Township Clerk.
- 3.11 The Township shall pay the amount of any invoice submitted in accordance with this Agreement within 30 days of the date of receipt.

4.0 Confidentiality

- 4.1 The Coordinator shall preserve secrecy with respect to all matters that come to her knowledge in the course of carrying out any of the duties of the Coordinator under this Agreement, except as required by law in a criminal proceeding or in accordance with the provisions of Subsection 223.5(1) of the *Municipal Act, 2001*.

5.0 Indemnity

- 5.1 The Townships shall indemnify and save harmless the Coordinator for costs reasonably incurred by either of them in connection with the defence of a proceeding if the proceeding relates to an act done in good faith in the performance or intended performance of a duty or authority under this Part or a by-law passed under it or an alleged neglect or default in the performance in good faith of the duty or authority.

6.0 Term and Termination

- 6.1 This agreement shall be effective on October 21, 2019 and expire March 31, 2021 unless otherwise terminated in accordance with the terms of this Agreement or by mutual agreement of the Townships and the Coordinator in writing.
- 6.2 The Townships may at any time by notice in writing to the Coordinator, suspend or terminate this Agreement and the duties thereunder. Upon receipt of such written notice, the Coordinator shall perform no further duties other than those reasonably necessary to close out the Coordinator's duties. In such an event, the Coordinator shall be entitled to payment for those duties rendered and disbursements incurred to the date of such termination.
- 6.3 The Coordinator may at any time by notice in writing to the Township, terminate this agreement and the duties there under. Upon giving such written notice, the Coordinator shall not, without the consent of Council, perform any further duties other than those reasonably necessary to close out the Coordinator's duties. In such

an event, the Coordinator shall be entitled to payment for those duties rendered and disbursements incurred to the date of such termination.

6.4 This Agreement may be extended or renewed upon mutual agreement of the Parties.

6.5 Upon termination of this Agreement, the Coordinator shall forthwith deliver all material and documentation created up to that point to the Township Clerks. All such material and documentation shall become the property of the Townships.

7.0 Coordinator Representation & Warranties

7.1 The obligations and services of the Coordinator hereunder will be performed in a professional manner consistent with the highest industry standards reasonably applicable to the performance of such obligations;

7.5 The Coordinator does not have any conflicts of interest that would interfere with carrying out the duties under this Agreement. Without limiting the generality of the foregoing, the principals of the Coordinator specifically acknowledge that she:

- a. Is not an employee of any of the cooperating Townships;
- b. Does not have a financial interest in any matter involving any of the cooperating Townships
- c. Does not have and have not had any involvement with any member of current councils within the Townships
- d. Does not have any interest in any matter currently or to be before council within any of the Townships

8.0 General

8.1 Where in this Agreement any notice is required to be given or made by either party to this Agreement, it shall be in writing and is effective if delivered in person, sent by ordinary or registered mail, or email addressed to the other party for whom it is intended at the following addresses, and any notice shall be deemed to have been given:

- a. if delivered personally, on the date of such delivery;
- b. if by ordinary mail, on the second business day following the date of mailing;
- c. if by registered mail, on the day the postal receipt is acknowledged by the other party;
- d. if by email, on the day it is acknowledged by reply e-mail.

8.2 This Agreement may only be changed or amended in writing duly executed by the duly authorized representatives of all parties.

8.3 In the event of a breach of any provision of this Agreement by one party to this Agreement, no action or failure to act by the other party shall constitute a waiver of any right or duty afforded by that party under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any such breach, except as may be specifically agreed to in writing by the party that is not in breach.

8.4 If any of the provisions of this Agreement shall be illegal or invalid, such illegality or invalidity shall not render the whole agreement illegal or invalid,

but the Agreement shall be construed as if it did not contain the illegal or invalid provision(s), and the rights and obligations of the Parties shall be construed and enforced accordingly.

- 8.5 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of the Agreement and supersede all previous negotiations, proposals, commitments, writings and understandings of any nature whatsoever, whether oral or written, unless they are expressly incorporated by additional reference in the Agreement.
- 8.5 This Agreement may be signed in counterparts, each of which is an original, and all of which taken together constitute one single document.

COPY

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as duly attested to by the hands of their proper signing officers authorized in that behalf.

SIGNED, SEALED AND DELIVERED

I/We Have the Authority to Bind the Corporation

THE TOWNSHIP OF SOUTH ALGONQUIN

Holly Hayes, CAO/Clerk Treasurer

Jane Dumas, Mayor

THE TOWNSHIP OF MADAWASKA VALLEY

Suzanne Klatt, CAO/Clerk

Kim Love, Mayor

THE TOWNSHIP OF BRUDNELL LYNDOCK and RAGLAN

Michelle Mantifel, Clerk-Treasurer

Sheldon Keller, Mayor

THE TOWNSHIP KILLALOE, HAGARTY and RICHARDS

Susan Sheridan CAO/Clerk Treasurer

Janice Visneskie Moore, Mayor

Meara Sullivan, PhD.

Meara Sullivan, PhD.
Position: CSWB Coordinator