

**CORPORATION OF THE TOWN OF RENFREW**  
**BY-LAW NO. 51-2016**

Being a by-law to authorize the Mayor and Clerk to execute a Recreation Service Agreement with the County of Renfrew.

WHEREAS the Municipal Act, 2001, S.O. 2001, as amended, authorizes Council to enter into agreements; and

WHEREAS the County of Renfrew is a service system manager under Regulation 138/15 made pursuant to the Child Care and Early Years Act, 2014; and

WHEREAS a service system manager may enter into an agreement with a municipality or other person for the provision of children's recreation programs; and

WHEREAS the purpose of this agreement is to establish the terms and conditions upon which the County of Renfrew will, as delivery agent, provide fee subsidies to the Town of Renfrew, as the service provider, for children enrolled in a prescribed program.

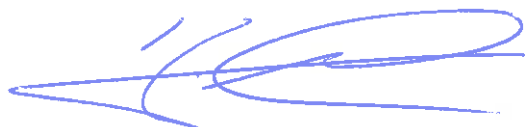
NOW THEREFORE the Council of the Corporation of the Town of Renfrew enacts as follows:

- 1) THAT the Agreement attached hereto as Schedule "A" and made part of this By-law shall constitute a Recreation Service Agreement between the Corporation of the Town of Renfrew and the Corporation of the County of Renfrew, and as stated shall be effective commencing June 1, 2016.
- 2) THAT the Mayor and Clerk are hereby empowered to do and execute all things, papers and documents necessary to the execution of this by-law.
- 3) THAT this By-Law shall come into force and take effect immediately upon the passage thereof.

Read a first and second time this 12<sup>th</sup> day of July, 2016.

Read a third and final time this 12<sup>th</sup> day of July, 2016.

  
\_\_\_\_\_  
Don Eady, Mayor

  
\_\_\_\_\_  
Kim R. Bulmer, Clerk

**RECREATION PROGRAM SERVICE AGREEMENT**

**BETWEEN:**

**The Municipal Corporation of the County of Renfrew  
(the "County")**

**- and -**

**Town of Renfrew  
(the "Service Provider")**

**WHEREAS** the Minister of Education of Ontario (the "Minister") may enter into agreements with service system managers respecting the provision of prescribed services, pursuant to subsection 54. (3) of the Child Care and Early Years Act, 2014 (the "Act");

**AND WHEREAS** a service system manager may enter into an agreement with a municipality or other person for the provision of children's recreation programs;

**AND WHEREAS** the County is a service system manager under Regulation 138/15 made pursuant to the Act;

**AND WHEREAS** prescribed services include children's recreation programs for children who are at least six years old that provide supervision for children and may include activities such as sport, recreation, fitness, arts and culture activities, youth leadership, camping and outdoor education, pursuant to subsection 5. (1)(8.) of Regulation 138 made pursuant to the Act;

**AND WHEREAS** children's recreation programs means a program operated by a children's recreation service provider listed in the Schedule to Regulation 797 made pursuant to the *Ministry of Tourism and Recreation Act*, R.S.O. 1990, c.M.35, pursuant to section 1 of O. Regulation 138 made pursuant to the Act.

**AND WHEREAS** the County has determined that:

- i. the Service Provider is a recreation service provider pursuant to the Act and applicable Regulations;
- ii. the Recreation Program is a prescribed service; and
- iii. the Recreation Program meets the Minimum Requirements for Recreation Programs, as established by the *School-Age Recreation Guideline* prepared by the Ministry, attached as Schedule "A";

**AND WHEREAS** the purpose of this agreement is to establish the terms and conditions upon which the County will, as delivery agent, provide fee subsidies to the Service Provider for children enrolled in the Recreation Program;

THEFORE THE PARTIES agree as follows:

**1. Recreation Program:**

The Service Provider agrees to:

- i. operate the Recreation Program in accordance with the Minimum Requirements for Recreation Programs attached hereto as **Schedule "A"**; and
- ii. comply with the policies, guidelines and requirements established by the Province of Ontario and the County.

**2. Term:**

This agreement will be effective commencing June 1, 2016 and will terminate on such a date that is the earlier of:

- i. the Recreation Program no longer qualifying for fee subsidies in accordance with the terms and conditions of this agreement;
- ii. termination by either party for any reason whatsoever on 60 days' written notice to the other party; or
- iii. this agreement being replaced by a subsequent agreement on mutual consent of the parties.

(the "Term")

**3. Fee Subsidies:**

- a) The County, as the service system manager, will provide fee subsidies to the Service Provider for children enrolled in the Recreation Program in accordance with the cost-sharing arrangements in Regulation 138 made pursuant to the Act. The relevant cost-sharing arrangements in Regulation 138 in effect as of the date of this agreement are attached hereto as **Schedule "B"**.

- b) If the Service Provider is in breach of its obligations under this agreement, the County may, as it sees fit, withhold fee subsidies to the Service Provider.

**4. Special Needs Resource Funding**

- a) The Service Provider agrees to hire special needs resource staff to supplement the quality licensed child care services it provides in accordance with the Act, the polices, guidelines and requirements of Canada, Ontario and the County's Child Care Policies and Procedures as amended from time to time.

- b) Hiring, supervising and training of the staff will be the responsibility of the individual Recreation Program.
- c) Staff hired will be a support to the program and will be considered above and beyond the staff/child ratio.
- d) The Service Provider shall create an inclusive setting which can accommodate children with special needs.

**5. County of Renfrew Access and Consultation:**

- a) In order to allow County staff to observe and evaluate the services and inspect all records relating to the Recreation Program provided pursuant to this agreement, the Service Provider will permit County staff, at reasonable times, to enter any premises used by the Service Provider in connection with the provision of services for the Recreation Program.
- b) Upon reasonable request, the Service Provider will make its staff available for consultation with County staff and to provide information related to the Recreation Program.

**6. Reports:**

- a) The Service Provider will maintain service records respecting each site where the services in connection with the Recreation Program are being provided.
- b) The Service Provider will also prepare and submit to the County at any time upon reasonable request, a comprehensive report, in a form and substance acceptable to County staff, respecting the services being provided in connection with the Recreation Program.

**7. Financial Records and Reports:**

- a) The Service Provider will maintain financial records and books of account respecting services provided in connection with the Recreation Program for each site where the service is being provided and will allow County staff or such other persons appointed by the County, at all reasonable times, to inspect and audit such records and books of account both during the term of this agreement and subsequent to its expiration or termination.
- b) The Service Provider will retain the records and books of account referred to in section 7(a) above for a period of seven (7) years.
- c) The Service Provider will prepare and submit annually, or at any time upon reasonable request, a financial report in such form and containing such information as the County may require.

d) The Service Provider will comply with the County's policies on the treatment of revenues and expenditures.

**8. Recreation Program Records:**

In the event the Recreation Program ceases to operate, the Service Provider will not, without the prior written consent of the County, dispose of any records related to the services provided in connection with the Recreation Program under this agreement.

**9. Confidentiality:**

The Service Provider, its directors, officers, employees, agents and volunteers will hold confidential and will not disclose or release to any person other than County staff at any time during or following the term of this agreement, except where required by law, any information or document that tends to identify any individual in receipt of services without first obtaining the written consent of the individual or the individual's parent or guardian prior to the release or disclosure of such information or document. Where the Service Provider is a municipality or other such institution as defined in the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended, the provisions of such Act with respect to the disclosure or release of information will apply.

**10. Indemnification:**

The Service Provider will, both during and following the term of this agreement, indemnify and save harmless the County from all costs, losses, damages, judgments, claims, demands, suits, actions, complaints or other proceedings in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the Service Provider, its directors, officers, employees, agents or volunteers in connection with services provided, purported to be provided or required to be provided by the Service Provider pursuant to this agreement.

**11. Insurance:**

The Service Provider will obtain and maintain throughout the Term insurance as required by and in a form and content as provided for in paragraph 1 of **Schedule "A"** attached hereto.

**12. Termination:**

Subject to sections 2 and 14 herein, either party may terminate this agreement upon the delivery of sixty (60) days prior written notice to the other party of its intent to so terminate.

**13. Freedom of Information:**

Any information collected by the County pursuant to this agreement is subject to the rights and safeguards provided for in the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, and the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31.

**14. Human Rights Code:**

It is a condition of this agreement that no right under section 5 of the Ontario *Human Rights Code*, R.S.O. 1990, c. H.19, as amended, will be infringed. Breach of this condition will be sufficient grounds for immediate termination of this agreement with no further notice required.

**15. Severability:**

Each provision of this agreement will be valid and enforceable to the fullest extent permitted by law. If any provision of this agreement is declared invalid, unenforceable or illegal by the courts of a competent jurisdiction, such provision may be severed and such invalidity, unenforceability or illegality will not prejudice or affect the validity, enforceability and legality of the remaining provisions of this agreement. If any such provision of this agreement is invalid, unenforceable or illegal, the parties will, acting in good faith, promptly negotiate new provisions to eliminate such invalidity, unenforceability or illegality and to restore this agreement as near as possible to its original intent and effect.

**16. Governing Law:**

This agreement is governed exclusively by, and is to be enforced, construed and interpreted exclusively in accordance with, the laws of Ontario and the laws of Canada applicable in Ontario which will be deemed to be the proper law of this agreement.

**17. Laws:**

The Service Provider, its directors, officers, employees, agents, volunteers and other representatives, if any, will at all times comply with any and all applicable federal, provincial and municipal laws, by-laws, ordinances, statutes, rules, regulations and orders and policies and procedures in respect of the performance of this agreement.

**18. Entire Agreement:**

This agreement and attached Schedules constitute the entire agreement between the parties and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof.

**19. Notice:**

Any notice or other communication required or permitted to be given or made under this agreement other than for day-to-day operational purposes to a party must be given in writing. A notice may be given by delivery to an individual or electronically by fax or email, and will be validly given if delivered at the following address or at such other address as may be provided in writing from time to time by either party to the other. Any notice mailed by registered mail will be deemed to have been received three (3) business days after the posting thereof.

To the County at:

9 International Drive  
Pembroke, ON K8A 6W5  
Attn: Director, Social Services  
Fax: 613-735-2081  
E-mail: danderson@countyofrenfrew.on.ca

To Service Provider at:

Town of Renfrew  
127 Raglan Street South  
Renfrew, ON K7V 1P8  
Attn: Program Supervisor  
Fax: 613-432-7245

**20. Amendments:**

No provision of this agreement, including the Schedules, will be amended, altered or waived except by a further written agreement between the parties. No waiver of a provision of this agreement will operate as a waiver of any other provision or of the same provision on a future occasion.

*[Signature Page follows]*

IN WITNESS WHEREOF this contract has been signed by an authorized County official on behalf of the County of Renfrew and on behalf of the Service Provider by its proper signing officers.

SIGNED, SEALED AND DELIVERED:


On the 25<sup>th</sup> day of May, 2016

On Behalf of the County of Renfrew:

Witness – County of Renfrew

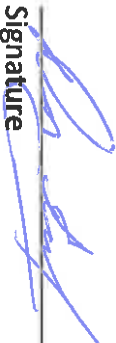
  
Peter E. Emon,  
Warden  
County of Renfrew

Witness – County of Renfrew

  
W. James Hutton,  
Chief Administrative Officer/Clerk  
County of Renfrew


On Behalf of the Town of Renfrew:

Witness Jennifer Chapman  
Deputy Clerk

  
Signature

Don Lady  
\*\* (Name and Position)

Witness Jennifer Chapman  
Deputy Clerk

  
Signature

Jim F. Barron Clerk  
\*\* (Name and Position)

- Witness required where the Service Provider is a sole proprietor or partner in a partnership.
- Not required when corporate seal is affixed.
- \*\* I have the authority to bind the corporation.



## **SCHEDULE "A"**

### **MINIMUM REQUIREMENTS FOR RECREATION PROGRAMS**

For the purposes of this Schedule "A", the County is the service system manager.

#### **1. Insurance**

Recreation programs must have a minimum of \$2 million in general liability insurance. In cases where service system managers have policies regarding what is considered sufficient insurance for child care programs, and such policies require more than the minimum stated above, recreation programs should meet these requirements, as appropriate.

#### **2. Safe Arrival/Safe Dismissal**

Recreation programs must have policies and procedures in place to ensure the safe arrival and safe dismissal of each child enrolled. At a minimum, these should include a:

- Daily sign-in/sign-out procedure so that staff are aware of which children are in attendance and which are not;
- Procedure to be followed if a child does not attend and staff have not been notified in advance of the reason why (e.g., contact parent if child has not arrived by a certain time, etc.);
- Process by which parents must inform the program in writing of who is or is not allowed to pick up their children; and
- Process by which parents must give their written consent for children of any age to sign themselves in and out.

#### **3. Police Record Checks**

Recreation programs must have a policy in place requiring police record checks to be completed for all successful candidates for full-time, part-time, or volunteer positions who will have direct contact with children, as per ministry policy for all licensed/funded agencies. This requirement includes new agency board members, non-direct service staff, or any other person regularly on the premises where occasions of unsupervised contact with children may be expected (e.g., cook, driver, etc.).

On December 1, 2015 the government passed the Police Record Checks Reform Act, 2015 to govern how police record checks are conducted in Ontario. This new legislation defines three types of police record checks; limits and standardizes the types of information that can be released in each type of record check; and standardizes disclosure practices.

Vulnerable sector checks are completed in cases where an individual is in a position of trust or authority over vulnerable persons. Given that staff and volunteers of recreation programs work directly with children and youth, recreation providers are encouraged to require a vulnerable sector check for their employees.

#### **4. Adult Supervision**

Recreation programs must have on-site adult supervision at all times.

Groups of children may be supervised directly by a staff member or volunteer who is 16 or 17 years of age, provided that:

- At least one adult (i.e., age 18 or older) is on site; and
- That adult is easy to locate in the event of an emergency.

Because each program is different, delivery agents have the flexibility to decide whether or not additional on-site adult supervision is necessary in a particular program setting, taking into careful consideration the following:

- The number, ages and any special needs of children participating in the program;
- The size and type of the program site (e.g., school, campground, etc.);
- The risk level of program activities (e.g., aquatics, wall/rock climbing, etc., would be considered high-risk); and
- The degree of experience and/or training required for and possessed by program staff and volunteers.

#### **5. Quality Assurance**

Recreation programs must be either:

1. Accredited by the Ontario Camping Association; or
2. Affiliated with the High Five quality assurance process, administered by Parks and Recreation Ontario, to the following degree:
  - a. The organization responsible for the program is a registered member of the High Five quality assurance process;
  - b. The individual program has completed and submitted at least one High Five self-evaluation to Parks and Recreation Ontario; and
  - c. At least 75% of program staff have received High Five training (i.e., staff working with children, and supervisors of front-line staff).

With respect to 2.b), the High Five self-evaluation submitted to Parks and Recreation Ontario must include part 1 (Reviewing Best Practices) and part 2 (Observing the Child's Experience) of the Quality Experience Scanning Tool (QUEST). The evaluation must be completed by a staff member who is trained in the use of the High Five QUEST.

For privacy reasons and in order to preserve the effectiveness of the self-evaluation process, service system managers will not be able to access High Five evaluations completed by participating recreation programs. However, service system managers may contact Parks and Recreation Ontario to verify that a program has submitted an evaluation.

## SCHEDULE "B"

### FEE SUBSIDIES

1. Regulation 138 pursuant to the Act outlines the cost sharing arrangement with respect to children's recreation programs. The County, as the service system manager, will provide fee subsidies to the Service Provider for children enrolled in the Recreation Program in accordance with these cost-sharing arrangements.
2. Subsection 7. (6) outlines the cost-sharing arrangement with respect to the provision of children's recreation programs:
  - Z. (6) The amount payable to a service system manager with respect to the service described in paragraph 8 of subsection 6 (1) is,
    - (a) for those services that are provided in municipalities,
    - (i) 80 per cent of the net cost of providing the service for children whose parents are eligible for assistance with the cost of the service under subsection 8 (1),
    - (ii) 50 per cent of the service system manager's costs of administration attributable to the purchase of the service, as approved by the director, and
    - (iii) 50 per cent of the costs incurred by the service system manager under the agreement with respect to determining whether parents are eligible for assistance with the cost of the service under subsection 8 (1); and
    - (b) for those services that are provided in territory without municipal organization, (i) 100 per cent of the net cost of providing the service for children whose parents are eligible for assistance with the cost of the service under subsection 8 (1),
    - (ii) 100 per cent of the service system manager's costs of administration attributable to the purchase of the service, as approved by the director, and
    - (iii) 100 per cent of the costs incurred by the service system manager under the agreement with respect to determining whether parents are eligible for assistance with the cost of the service under subsection 8 (1).
3. For ease of reference, below are additional sections from Regulation 138 that are referred to in subsection 6. (1) above:
  - Services
  6. (1) The following are the services referred to in sections 7 and 8:
    1. The provision of in-home services purchased for a child pursuant to an agreement between a service system manager and a person.
    2. The provision of in-home services purchased for a child pursuant to an agreement between the Minister and a person.
    3. The provision of resource centres that provide information, public education, consultation, supports and services to individuals, including parents, with respect to the care they give to children.

4. The provision of staff, equipment, supplies or services for children with special needs,
  - i. in a premises where home child care is provided,
  - ii. in a place where a children's recreation program described in paragraph 8 is provided, or
  - iii. in a child care centre.
5. The provision of child care by a child care centre.
6. The provision of home child care in a premises overseen by a home child care agency.
7. The provision of funding to participants in employment assistance activities under the Ontario Works Act, 1997 for the temporary care for and supervision of a child where the care and supervision is provided to enable the participants to so participate.
8. The provision of children's recreation programs for children who are at least six years old that provide supervision for children and may include activities such as sport, recreation, fitness, arts and culture activities, youth leadership, camping and outdoor education.
  - (2) The services set out in paragraphs 3, 4, 7 and 8 of subsection (1) are prescribed for the purposes of clauses 54 (1) (c) and 57 (1) (c) of the Act as programs or services, in addition to those set out in the Act, for which the Minister may provide funding and financial assistance.

Eligibility for assistance

8. (1) The following persons are eligible, as parents, for assistance with the cost of a service listed in paragraph 1, 2, 5, 6, 7 or 8 of subsection 6 (1):
  1. Persons eligible for income support under the Ontario Disability Support Program Act, 1997.
  2. Persons eligible for income assistance under the Ontario Works Act, 1997 who are employed or participating in employment assistance activities under that Act or both.
  3. Persons who are eligible for assistance on the basis of their adjusted income.
    - (2) A parent described in paragraph 1 or 2 of subsection (1) who is the recipient of a subsidy,
      - (a) shall, subject to clause (b), be fully subsidized for the cost of the service; or
      - (b) shall be provided with the amount of funding for the service described in paragraph 7 of subsection 6 (1), if applicable.
    - (3) A parent described in paragraph 3 of subsection (1) who is the recipient of a subsidy shall be provided with an amount of funding for the service determined under section 10.
  - (4) The document entitled "Policy Statement: Access to Subsidized Child Care," as amended from time to time, which is available on a Government of Ontario website, shall be referred to for the purposes of determining a person's eligibility for financial assistance under this section and sections 9 to 12.

Application for assistance

9. (1) Every year parents may apply to a service system manager for assistance with the cost of a service referred to in subsection 8 (1). 8

(2) Subject to subsection (3), parents applying for assistance with the cost of a service referred to in subsection 8 (1) on the basis of their adjusted income shall file with the service system manager,

(a) a copy of their Notice of Assessment or Canada Child Tax Benefit Notice for the previous year; or

(b) if their Notice of Assessment or Canada Child Tax Benefit Notice for the previous year is not available, a copy of their most recent available Notice of Assessment or Canada Child Tax Benefit Notice.

(3) Parents who are applying for assistance with the cost of a service referred to in subsection 8 (1) on the basis of their adjusted income that were non-residents in Canada in the previous year are not required to file the documents referred to in subsection (2) and their adjusted income is deemed to be \$0 for the purpose of their application for assistance.

(4) The adjusted income of a person for the purpose of this Regulation shall be determined by an administrator appointed under the Ontario Works Act, 1997, a director or such person as the director approves.

Amount of subsidy

10. (1) The amount of the subsidy for a service referred to in subsection 8 (1) for which a parent is eligible on the basis of their adjusted income is calculated as follows:

1. Determine the amount the parent would pay for the service if the parent did not receive any subsidy.

2. Determine the amount the parent shall pay as calculated under subsection (2), (3) or (4).

3. Subtract the number determined under paragraph 2 from the number determined under paragraph 1.

(2) A parent shall not pay any of the cost of the service for their children if the parent,

(a) has a total adjusted income of \$20,000 or less; or

(b) the amount the parent would contribute on the basis of their adjusted income for each month of child care, as calculated under subsection (3), is less than \$10.

(3) If a parent has a total adjusted income of more than \$20,000 and the child is in receipt of the service on a full-time basis, the service system manager shall calculate a monthly amount that the parent shall pay, as follows:

$$[(A \times 0.10) + (B \times 0.30)] \div 12$$

where,

A is the amount by which their adjusted income exceeds \$20,000 but is not more than \$40,000, and

B is the amount by which their adjusted income exceeds \$40,000.

(4) If a parent has a total adjusted income of more than \$20,000 and the child is in receipt of the service on a part-time basis, the service system manager shall calculate a daily amount that the parent shall pay as follows:

$$A \div (B \times 4.35)$$

where,

A is the monthly amount paid by the parent for the service determined under subsection (3), and

B is the number of days per week the child is in receipt of the service.

