

BY-LAW NUMBER 17-69

OF

THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW

Being a by-law to authorize the execution of a funding Agreement between the Corporation of the Township of Clearview and the United Way Simcoe Muskoka for the Clearview Youth Services Centre

WHEREAS Section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25 as amended, grants municipalities the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS the United Way Simcoe Muskoka wishes to enter into a two-year funding agreement with the Township of Clearview to support the establishment, activity and ongoing development of a sustainable business model for the Clearview Youth Services Centre;

AND WHEREAS the Township of Clearview is required to sign an Agreement for Collaborative Initiatives to formalize the funding;

NOW THEREFORE Council of the Corporation of the Township of Clearview HEREBY ENACTS AS FOLLOWS:

1. That Council hereby authorizes the Mayor and the Director of Legislative Services/Clerk to execute the Agreement for Collaborative **Initiatives, attached hereto as Schedule "A"**.
2. That **Schedule "A" is declared to form part of this** By-law.
3. That this By-law shall come into force and effect on the date of final passing thereof.

By-law Number 17-69 read a first, second and third time and finally passed this 17<sup>th</sup> day of July, 2017.

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MAYOR

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DIRECTOR OF LEGISLATIVE SERVICES/CLERK



## **AGREEMENT FOR COLLABORATIVE INITIATIVES**

**BETWEEN: United Way Simcoe Muskoka**  
(Herein called UWSM)

**AND: Clearview Youth Services Centre (Township of Clearview)**  
(Herein called the Agency)

**AND: Corporate and Individual Donors**  
(Herein called the Agency)

AGREEMENT (Herein called the Agreement):

In signing this Agreement, UWSM and the Agency enter into a financial alliance for the **Clearview Youth Services Centre** in the amounts of **\$21,000** for **2017/18** and **\$17,250** for **2018/19**.

### **INTRODUCTION**

The mission of UWSM is to improve lives and build community by engaging individuals and mobilizing collective action.

Collaborative Initiative Funding is sourced from UWSM's social enterprise activity and its provision aims to leverage funding from a minimum of two community entities, one of which must be a registered charity to fund projects that will address a social need and fall within the priority framework established by UWSM.

Underscoring the cooperative nature of the UWSM- Agency relationship is a reciprocal commitment to communicate on matters of mutual concern, and to work together to reach solutions that are in the best interest of the community as a whole.

### **SECTION I**

By entering into this Agreement, the Agency recognizes the fundamental principles that characterize the UWSM-Agency relationship and agrees to adhere to the specific policies and procedures summarized in this written Agreement.

In signing this Agreement, the Agency certifies:

- (A) the Agency A is registered as a charity with Canada Revenue Agency and is in full compliance with all related requirements; Agency B may be a registered charity and if not, is a group of donors or another funder that is contributing a documented source of funds to the project, verified by Agency A.
- (B) the board of directors of the Agency is aware of its responsibilities under the Ontario Corporations Act; the Income Tax Act; the Ontario Human Rights Code, the Charities Accounting Act and Charitable Gifts Act.
- (C) the Agency is operating in accordance with all statutory requirements including, but not limited to, remittances for payroll taxes, CPP, UIC, employer health tax, HST and WSIB.
- (D) the Agency is operating in accordance with all non-statutory requirements, including, but not limited to, remittances for union dues, retirement plan contributions, insurance premiums, and employee health and benefits premiums.

Further, the Agency also agrees to bring any subsequent deficiencies or changes in status to the immediate attention of UWSM.

***The Agency agrees to:***

- (A) utilize all UWSM dollars paid to the Agency in support of its operating budget, and in accordance with the approved allocation, as outlined in approved application and business case.
- (B) Provide interim project information, and annual report as required by UWSM due within 30 days of the completion of each year of funding. Within the annual report, identify outcomes achieved that can be shared
- (C) make available Agency, program, project, service, statistical, and financial reports (including the most recent audited financial statements) related to the project as required.
- (D) separate UWSM funding within the Agency's audited financial statements. The detail may be demonstrated through the "Notes" section of the audit.
- (E) advise UWSM immediately of any organizational changes (service, program or funding changes) which affect the project supported by the UWSM allocation.
- (F) prominently display a plaque or sign at the project location with the UWSM logo.
- (G) use the United Way logo or wording that identifies United Way support for the project in related communications (print, web, social media). Whenever used in graphic form, the UWSM logo and the style of lettering should conform to the standards in current use.

- (H) promote awareness and support for UWSM's annual fundraising activities.
- (I) have in place a current strategic and/or operating plan for the project or include it within the organization's plan (for multi-year funded Agencies only).
- (J) spend all monies received from UWSM in accordance with this Agency Agreement. If funds remain after the funding period, the Agency must request, in writing, a funding extension. UWSM reserves the right to request the return of any unspent funds that remain after the funding period approved within this Agreement.
- (K) request in writing to UWSM if changes are required in the approved goals, objectives and/or overall program. In this event, UWSM reserves the right to renegotiate, adjust, suspend or cancel its allocation to the Agency, and will request further information as to the proposed changes. UWSM will inform the Agency of its decision in a timely manner.

Payment of funds allocated to the Agency is subject to reduction or cancellation, in whole or in part, if the Agency fails to carry on its activities, in whole or in part, as represented at the time of the request for funds. Where the Agency uses or applies funds allocated to the Agency by UWSM, or it is anticipated that such funds may be used or applied, for purposes other than those for which such funds were allocated; UWSM may renegotiate, adjust, suspend or cancel further payment of funds not already paid to the Agency.

During the term of the Agreement, the agreed-upon allocation may be reviewed for adjustment if exceptional circumstances affect the implementation of the proposal upon which the multi-year funding was based, or have the effect of rendering further compliance with the Agreement or implementation of the program plan impossible from the perspective of either UWSM or The Agency. Such exceptional circumstances could include, but are not limited to, alteration of The Agency's mandate, loss or gain of alternate funding for the program, failure to implement approved growth or expansion, and emergencies beyond the control of The Agency. Should there be a crisis, unforeseen circumstances, or a major change in the agency's finances; either UWSM or the Agency may request an emergency meeting to discuss the situation. Any change in allocation would require the approval of the UWSM Board of Directors.

## **SECTION II**

### ***By entering into this Agreement, UWSM agrees to:***

- (A) identify the Agency as a UWSM Collaborative initiative.
- (B) remit on a quarterly basis, April-to-March fiscal year, the allocation committed to the Agency, subject to the regulations and restrictions laid out within this Agreement.
- (C) inform the Agency of any allocation adjustments that may be necessary in the event of a revenue shortfall, or other financial shortfall, in any of the years covered by the Agreement.

## **SECTION III**

### ***The Agency and UWGSC agree to:***

- (A) operate independently of each other as autonomous organizations demonstrating mutual respect, ensure human-service needs are being met in the community, supporting and recognizing our interdependence in areas of common concern.
- (B) strive to increase the public's understanding of, and appreciation for community needs, especially as it relates to the Project.
- (C) operate in accordance with the Ontario Human Rights Code which prohibits exclusion of anyone from service, accommodation or employment by reason of race, age, place of origin, religion, ancestry, skin colour, citizenship, sex, sexual orientation, ethnic origin, disability/ability, marital or family status, gender identity, creed, educational background, literacy level, geographic location, income level, cultural tradition and work experience.
- (D) maintain a responsible and representative governing body such as a board of directors that establishes financial, administrative and program policies and procedures to ensure independent operation.
- (E) maintain accounting to provide adequate financial information on the organization's operations.

**SECTION IV**

In the event of a violation by either party of its obligations herein, the other party shall have the right to terminate this Agreement upon thirty (30) days written notice. The parties hereby acknowledge UWSM also reserves the right to renegotiate, adjust, suspend or cancel the allocation to the Agency in the event of a shortfall in UWSM's anticipated revenue or other financial hardship. UWSM also reserves the right to renegotiate, adjust, suspend or cancel the allocation in the event that the approved goals, objectives and/or overall program become unachievable and an alternative cannot be supported by UWSM.

This Agreement shall be in effect until March 31, 2019, unless terminated pursuant to the terms of this Agreement.

This Agreement was reviewed and approved by the Agency's board of directors at its meeting on: \_\_\_\_\_  
(month / day / year)

**FOR THE AGENCY**

Signed at \_\_\_\_\_, Ontario on \_\_\_\_\_  
(month / day / year)

By: \_\_\_\_\_  
*Chair of the Board/Board Representative (print name and provide signature)*

By: \_\_\_\_\_  
*CEO/Executive Director/Agency Liaison (print name and provide signature)*

**FOR UNITED WAY SIMCOE MUSKOKA**

Signed at Midhurst, Ontario on \_\_\_\_\_  
(month / day / year)

By: \_\_\_\_\_  
*Chair of the Board*

By: \_\_\_\_\_  
*Chief Executive Officer*



## BUSINESS CASE

United Way Simcoe Muskoka

Two-Year Funding for Clearview Youth Centre

May 25, 2017/ Revision Date June 2, 2017

**Prepared for:** UWSM Finance and Audit Committee

**Approved:** June 13, 2017 United Way Simcoe Muskoka Board Meeting

### 1. RECOMMENDATION

That UWSM fund an initial investment of \$38,250 over two years to support the establishment, activity and ongoing development of a sustainable business model for the Clearview Youth Services Centre (CYSC). Prior to funding the project United Way Simcoe Muskoka will enter into an agreement with Clearview Township setting out the specific requirements of each party.

### 2. PURPOSE

CYSC is a permanent, dedicated and safe space for youth programs and counselling services. It offers social, recreational and mentorship opportunities for youth to improve their quality of life and community engagement. In a separate area, there is a quiet space for computer work and academic study. Three private counselling offices facilitate mental health support and are available for the use of other youth service organizations such as the Canadian Mental Health Association and Catholic Family Services that both serve youth and families.

Other existing youth and community organizations will utilize the space to run their programs including The Door, Big Brothers, Big Sisters and Ray's Place where their services can be delivered locally.

Located close to the high school the centre is easily accessible and has gained the support of educators, members of council, local area business, community members and donors.

The centre opened in late fall as there was urgent need for it and the decision was made to build out services and programs as financial capacity allows and a sustainable funding model can be built. The Centre was established and funded through the Township of Clearview and an initial \$100K investment.

### **3. BACKGROUND**

United Way Simcoe Muskoka expressed early interest in this project when the Deputy Mayor of Clearview met with UWSM CEO to discuss the plans for the establishment of a drop-in youth centre for Clearview Township. The region has documented high youth needs and Council set aside \$100k as a one- time investment to address them.

To confirm need and interest volunteer committee members met with the local high school student council representatives. Their biggest concerns were a safe place to meet (i.e. drug free) for social and academic purposes where they feel less pressured, free of bullying and able to deal with their mental health issues. Peer bullying and youth drug use is a particular concern from the students. Several students stated, “drugs are very apparent and easily available in our community” and “bullying always happens”. Students are seeking additional support from “trained therapists” and counsellors to deal with mental health and peer issues, and to develop mentoring relationships with positive adult influences. Job skills and volunteer assistance are also of interest.

In the broader community youth drug use continues to be a growing concern. In the last year OPP raided a home in Stayner seizing methadone, marijuana, fentanyl patches and cocaine. OPP also seized a quantity of what they believe is MDMA and heroin.

In recent years, there has been a significant increase in youth mental health issues and suicides. In 2015 suicide statistics drew attention and became a catalyst for action.



Since then the dedicated efforts of Deputy Mayor Barry Burton, together with local volunteers committed to the region's youth have sourced additional funding and in-kind support that allowed a bright and welcoming storefront operation to open in late fall 2016, equipped with recreational, educational and group and private counseling space. A volunteer committee was established to oversee the centre's establishment and operations. A centre coordinator has volunteered his time as the project's funding takes shape.

The project meets the intention of a UWSM special initiative. It seeks to meet an identified need through a project that will provide solutions and it has multiple funders and supporters that will allow UWSM's contribution to be leveraged to greater impact. These projects have the capacity to interest individual donors who want to give locally and "see" an impact. Donations to the Centre will flow through UWSM and be allocated to the project - essentially a donor designation that is already a common practice in workplace campaigns. Where a project has particularly strong appeal it may have the capacity to generate substantial gifts.

#### **4. ANALYSIS**

There is no existing facility in the township of Clearview offering the services centrally. There are some faith based programs held at the local churches which are typically only attended by youth church members.

The Clearview Youth Centre is open for drop in and includes mental health counselling and mentorship programs. The counseling rooms are available for use by other social agencies to meet with youth such as Elizabeth Fry and John Howard Societies. A recreation space offers a place to relax and enjoy the company of friends. A donation of professional grade radio equipment has allowed the development of a program to offer radio broadcasting training. Clearview Township has donated eight computers, no longer in municipal use for youth access. The goals for the provision of front line services for youth include reducing the potential for youth suicides, making the community more inclusive for youth, improvement in self-esteem

and positive behaviours, growing youth volunteering, increasing the rate of high school completion and promoting healthy lifestyles.

## **5. OUTCOMES**

The agencies delivering services have noted that attracting youth to the centre to use the services is an initial positive outcome. As the nature of the centre is for drop in, which could be frequent, occasional or regular the agencies will not be tracking individual youth and are not able to predict long term outcomes. The Centre does intend to:

- Track youth participation and attendance in youth centre activities and visits
- Grow to engage a minimum of 50 individual youth participants per week in the first year
- Obtain feedback on both the quality and impact of the services through an annual survey and focus group
- Through the qualitative survey measurements, the centre will gauge youth experiences and outcomes

## **6. FINANCIAL IMPACT AND LIABILITY**

Clearview Council has made an initial investment in the youth of the region and a volunteer committee has developed and established the centre. The Centre offers recreation and social services for youth at no/low cost. The Clearview Youth Services Committee has sourced donations and together with proposed UW special initiative funding is working towards a sustainable financial model.

The functional management of the CYSC is by the volunteer CYSC Committee and the Co-ordinator. The Treasurer for the Township of Clearview administers the funds. Expenses are incurred through a resolution by the committee, however the operating funds are held and controlled by the Treasurer and they are audited and approved by the Township of Clearview Council.

The township has the responsibility for the full oversight of the CYSC, the lease of the property is in the Township of Clearview's name and the volunteer committee is a Committee of Council that came into being through a resolution of the Council.

All liability for the operation of the Clearview Youth Services Centre is covered by the Township's insurance policy and the coordinator is covered by a \$2M liability policy which is a mandatory condition of the Township.

## **7. RESOURCE DEVELOPMENT**

Clearview Council made a one-time 100k investment in youth in 2015, and with the leadership of the Deputy Mayor Barry Burton the Clearview Youth Centre has become a reality. To establish the centre, cover operating and human resource costs, other partners and donors had to be found. The 100k will have to be spread over the first critical operating years to attract other funding partners and donors. The Clearview Youth Services Committee has sourced private donations to help renovate the space and create the welcoming environment that now exists. Several substantial in-kind contributions have helped to launch the centre. A volunteer coordinator donated his time in the early going while the Committee works on a financial sustainability plan. Individual donations have already been received and the plan is to continue to seek and grow that support. This will be the responsibility of the centre staff and volunteers. Sources of potential additional revenue include grants that may come from foundations, government, and other granting organizations. Currently a grant is being written to the Ontario Trillium Foundation for submission in June. Together with the proposed investment of UWSM special initiative funding the centre can continue operations especially moving into the summer months when youth are in need of a place to go and where the value of the centre will become even more clearly apparent.

## **8. COMMUNITY IMPACT**

Youth have been vulnerable in this region with no local centre to socialize, have access to services designed for them and benefit from both peer and adult mentorship to ensure that they prepare for success, through self-expression, skill building and with academic and social

support. These positive influences may reduce the incidence of negative behaviours outlined earlier all of which were a catalyst for the creation of the youth centre.

It has been part of the original strategy of these special initiatives to introduce new donors to UW through this kind of response to a local need. The UWSM will build on this individual donor interest and will cultivate and solicit and steward them for other community investment purposes.

United Way Simcoe Muskoka will be a strong supporting financial partner and will be acknowledged as such where opportunities exist through the same channels as our community fund investments provide. We will be able to report to the community about our involvement in the Centre, a very positive alignment with one of our funding priorities – children and youth.

## **9. REFERENCES**

A report was made to the Clearview Council on March 6, 2017 reporting attendance for the period between November 23, 2016 when the centre opened to January 21, 2017, a total of 112 youth and 10 bookings for counselling and tutoring rooms. There were 54 visitors that also included parents. The centre is open Tuesday through Saturday 3:00 PM – 9:00 PM so these early numbers were encouraging. For the period of January 21 through February 21, 2017 the total attendance was 139 youth with 16 bookings for the rooms and 13 visitors. Letters and testimonials from youth have confirmed the need and appreciation for the centre.

Programming has increased since the opening with the addition of a Game Night, an Arts Club, a Movie Night and organizer “The Door” has taken on the coordination of two of these nights and supervising the drop in.

## **10. CONCLUSION**

Clearview Township has been an area underserved with resources for youth. A small non-profit “The Door” together with some faith communities has provided the region’s only services for youth. Lack of inter-community transportation and the rural nature of the region make

traveling to Collingwood, Wasaga Beach or Collingwood to seek other outlets is challenging. The agencies that are coming together at the new Clearview Youth Centre understand that and are expanding their own service delivery with no additional funding to make available what supports they can. Together with local engagement and volunteers the Centre has had an impressive first five months. Children and Youth are a priority for United Way Simcoe Muskoka investment. Our ability to make additional investments in community through funds earned through our social enterprise would allow us to make an important investment in this South Georgian Bay region, one that has not seen the full potential of our community allocations in the last few years.



**Year One**

<b>PROJECT INCOME</b>	<b>Total Income (All Sources)</b>	<b>Confirmed (Y/N)</b>
Government:		
Investor #1 Clearview Township	34000	Y
Investor #2 Individual donors	8000	Y
<b>SUB-TOTAL</b>	<b>46000</b>	
<b>UWSM funds requested</b>	<b>21000</b>	
<b>TOTAL PROJECT INCOME</b>	<b>63000</b>	
<b>PROJECT EXPENDITURES</b>	<b>Total Expenditures</b>	<b>Expensed to the Fund</b>
Salaries		
Employee Benefits		
<b>SUB-TOTAL</b>		
Building Occupancy	22000	
Office Expenses – utilities, internet/phone/miscellaneous	3000	
Office Equipment-Purchase		
Program Expenses (specify below)		
Radio equipment, computer games, movies		
Other Expenditures (specify below)		
Building renovations, supplies, services	38000	
<b>TOTAL PROJECT EXPENDITURES</b>	<b>63000</b>	
<b>TOTAL PROJECT EXPENDITURES</b>		
<b>TOTAL PROJECT INCOME</b>	<b>63000</b>	
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>0</b>	

Year Two

<b>PROJECT INCOME</b>	<b>Total Income (All Sources)</b>	<b>Confirmed (Y/N)</b>
Government:		
Investor #1 Clearview Township	25950	Y
Investor #2 Individual donors	8300	Y
<b>SUB-TOTAL</b>	<b>34250</b>	
<b>UWSM funds requested</b>	<b>17250</b>	
<b>TOTAL PROJECT INCOME</b>	<b>51500</b>	
<b>PROJECT EXPENDITURES</b>	<b>Total Expenditures</b>	<b>Expensed to the Fund</b>
Salaries - Centre coordinator (part-time)	21300	
Employee Benefits	1600	
<b>SUB-TOTAL</b>		
Building Occupancy	24000	
Office Expenses – utilities, internet/phone/miscellaneous	4600	
Office Equipment-Purchase		
Program Expenses (specify below)		
Radio equipment, computer games, movies		
Other Expenditures (specify below)		
Building renovations, supplies, services		
<b>TOTAL PROJECT EXPENDITURES</b>	<b>51500</b>	
<b>TOTAL PROJECT EXPENDITURES</b>		
<b>TOTAL PROJECT INCOME</b>	<b>51500</b>	
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>0</b>	

**FOR THE AGENCY**

Signed at \_\_\_\_\_, Ontario on \_\_\_\_\_

(month / day / year)

By: \_\_\_\_\_

*Chair of the Board/Board Representative (print name and provide signature)*

By: \_\_\_\_\_

*CEO/Executive Director/Agency Liaison (print name and provide signature)*

**FOR UNITED WAY SIMCOE MUSKOKA**

Signed at Midhurst, Ontario on

(month / day / year)

By: \_\_\_\_\_

*Chair of the Board*

By: \_\_\_\_\_

*Chief Executive Officer*





## **SCHEDULE OF PAYMENTS FOR COLLABORATIVE INITIATIVE**

**BETWEEN: United Way Simcoe Muskoka**

**AND: Clearview Youth Services Centre (Township of Clearview)**

**AND: Corporate and Individual Donors**

<b>For 2017/18</b>		<b>For 2018/19</b>	
By June 30 2017	\$5250	2018	\$4321.50
By September 30 22017	\$5250	2018	\$4321.50
By December 31 2017	\$5250	2018	\$4321.50
By March 31 2018	\$5250	2019	\$4321.50

**This schedule is subject to the terms and conditions of the signed Agreement.**