

THIS AGREEMENT made this _____ day of _____, 2021 and effective as of January 1, 2021.

BY AND BETWEEN:

THE CITY OF SAINT JOHN, having its offices at the City Hall Building at 15 Market Square, Saint John, New Brunswick, a body corporate by Royal Charter, confirmed and amended by Acts of the Legislative Assembly of the Province of New Brunswick, hereinafter called the “**City**”

OF THE FIRST PART

- and -

CARLETON COMMUNITY CENTRE, INC., a neighbourhood association duly incorporated under the laws of the Province of New Brunswick, having its head office at the City of Saint John, in the County of Saint John, and Province of New Brunswick, hereinafter called the “**Association**”

OF THE SECOND PART

WHEREAS Saint John Common Council supports the neighbourhood and community development principles outlined in PLAYSJ;

WHEREAS the Association is a service provider which aims to build safe, supportive and healthy communities and link its residents to resources, services and programs to improve quality of life;

WHEREAS the Association developed a proposal in accordance with the goals outlined in the immediately foregoing recital, a copy of which is attached to this Agreement as Schedule “A” and forms part hereof (the “Proposal”);

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in this Agreement, the parties agree as follows:

1. The City shall grant to the Association an annual sum of **\$20,000.00** to support its operational and organizational needs.
2. Upon the termination of this Agreement, the Association may apply to renew this Agreement.
3. **THE CITY SHALL:**
 - a. Pay to the Association the annual grant in one lump sum on or before March 31 of each year of this Agreement;

- b. Provide a staff liaison from the Growth and Community Service to meet on a regular basis with the Association to support the planning and achievement of its goals;
- c. Provide a staff liaison to the collective Neighbourhood Action Group (NAG).

4. **THE ASSOCIATION SHALL:**

- a. Connect residents to required resources that aim to alleviate the effects of poverty and improve quality of life as per the Proposal in Schedule A:
 - i. Assist residents in accessing resources in areas such as housing, mental health, wellness programs, food supports and completion of provincial and federal forms;
 - ii. Host free tax clinics in partnership with service providers.
- b. Develop and deliver programs and services that contribute to resilient, healthy and sustainable neighbourhoods, as per the Proposal in Schedule A:
 - i. Provide food security programs such as “Grab and Go Meals”;
 - ii. Provide an emergency food pantry to supplement West Side Food Bank hours;
 - iii. Provide a bike-share program that gifts families in need with re-constructed bicycles and bike-safety lessons;
 - iv. Provide digital access (computers/tablets) for public to use internet, study, perform research, job search, etc;
 - v. Host community events to allow residents to gather, socialize and foster community pride.
- c. Be an active member of the Neighbourhood Action Group by participating in meetings and collective efforts of all Priority Neighbourhood initiatives; and funding of this Agreement is contingent upon this involvement;
- d. Provide detailed reports, including financial statements, that will capture the Association’s outcomes and impact to the community;
- e. Obtain liability insurance in the amount of \$2,000,000.00 and the policy shall name the City as a co-insured. The Association shall provide an annual certificate of insurance to the City outlining the above, prior to the City releasing the annual payment;
- f. Recognize the City in all promotional materials and campaigns (digital, print, media) and public events.

Performance

5. Both parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Non-Performance

6. The failure on the part of either party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time or times thereafter.

Remedies

7. Upon default by either party under any terms of this Agreement, and at any time after the default, the parties shall have all rights and remedies provided by law and by this Agreement.
8. No delay or omission by the City in exercising any right or remedy shall operate as a waiver of them or of any right or remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy. Furthermore, the City may remedy any default by the Association in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Association. All rights and remedies of the City granted or recognized in this Agreement are cumulative and may be exercised at any time and from time to time independently or in combination.

Force Majeure

9. It is agreed between the parties that neither party shall be held responsible for damages caused by delay or failure to perform his undertakings under the terms of the Agreement when the delay or failure is due to fires, strikes, floods, acts of God, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot be reasonably foreseen or provided against.

Reference to Prior Agreement

10. This Agreement supersedes and takes the place of all prior agreements entered into by the parties.

Amendments

11. No change or modification of this Agreement shall be valid unless it be in writing and signed by each party.

Further Documents

12. The parties agree that each of them shall, upon reasonable request of the other, do or cause to be done all further lawful acts, deeds and assurances whatever for the better performance of the terms and conditions of this Agreement.

Validity and Interpretation

13. Descriptive headings are inserted solely for convenience of reference, do not form part of this Agreement, and are not to be used as an aid in the interpretation of this Agreement.
14. It is intended that all provisions of this Agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or part of one is found to be void, voidable or unenforceable for any reason whatsoever, then the particular provision or provisions or part of the provision shall be deemed severed from the remainder of this Agreement and all other provisions shall remain in full force.

Governing Law

15. This Agreement shall be governed by and construed in accordance with the laws of the Province of New Brunswick.

Termination of Agreement

16. The City shall retain the right to cancel this Agreement at any time and without cause. Whereby this Agreement is nullified or cancelled the Association shall reimburse the City the unused portion of funding provided through this Agreement.

Terms of Agreement

17. The Agreement shall commence on or about January 1, 2021 and shall continue for a period of one (1) year, ending on December 31, 2021 unless earlier terminated by the City in accordance with the provisions of Article 16 hereof (the "Term")

THIS AGREEMENT shall ensure to the benefit of and be binding on the respective heirs, executors, administrators and assigns of each of the parties.

IN WITNESS WHEREOF the parties have affixed their respective corporate seals, attested by the hands of their respective officers duly authorized in that behalf on the day aforementioned.

SIGNED, SEALED AND DELIVERED

In the presence of:

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THE CITY OF SAINT JOHN

Don Darling, Mayor

Witness

Jonathan Taylor, City Clerk

Common Council Resolution:

Witness

_____, 2021

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CARLETON COMMUNITY CENTRE INC.

Per:

Dennis Sisco

Chair, Board of Directors

– SCHEDULE A –

Dear Mayor Darling and Saint John Common Council,

The Carleton Community Centre, now a registered charity, seeks to enter into a Neighbourhood Service Agreement with the City of Saint John, granting our organization an annual sum of \$20,000 to support operational and organization needs. As one of Saint John's Five Priority Neighbourhoods, the Lower West Side has been without a service agreement since 2018.

We are extremely grateful for the City's ongoing support of the community centre. Now in its third year as a registered non-profit and community-led centre, our organization, staff and partners have continued to grow in capacity in order to meet the needs of residents. In addition to recreational, wellness, educational and social programs and activities offered at the centre, the Carleton also serves as a one-stop shop for low-income and poverty-stricken residents.

The \$20,000 funding from a Neighbourhood Service Agreement will primarily support staff resources required to deliver services. Every year, hundreds of individuals come to the Carleton seeking assistance in areas such as food security, housing, mental health, income taxes, and completing forms. They rely on Carleton staff to assist them in navigating and accessing resources.

Like our counterparts in other priority neighbourhoods, the Carleton offers daily programs and services to alleviate the effects of poverty and low-income living. This includes a food security program, emergency food pantry, tax clinics, as well as public access to computers and a satellite location to Crescent Valley's Bike Share program. As active members of the Neighbourhood Action Group, we enjoy learning from and collaborating with priority neighbourhood associations to serve residents.

During COVID 19, we established partnerships with the Inner City Youth Ministry to deliver emergency food bags. We now have a partnership with Hillcrest Baptist Church to offer a Grab and Go meal program. We have enhanced our educational and resource offerings with the refurbishments of two modular classrooms. In addition to the GED program that takes place, the classrooms now also provide additional space for Teen Tutoring and serve as a source of revenue for meeting rental space.

In short, the Carleton Community Centre is an active service provider for the Lower West Side. We are confident in our ability to meet or exceed the requirements of the City's Neighbourhood Service Agreement and look forward to extending our impact in the Lower West Side.

Please find attached a summary of our programs and services.

Thank you again for your consideration,

Dustin Leclerc
Executive Director, CCC Inc.
dustin@carletoncommunitycentre.ca
Office: (506) 658-2920

CARLETON COMMUNITY CENTRE AND CITY OF SAINT JOHN NEIGHBOURHOOD SERVICE AGREEMENT

In addition to operating a full-service community centre, Carleton staff dedicate time and resources to alleviate the effects of poverty and improve quality of life. The City of Saint John Neighbourhood Service Agreement **annual sum of \$20,000** will support the following deliverables specific to serving priority neighbourhood residents.

STAFF RESOURCES

Assist residents to access resources in areas such as housing, mental health, wellness programs, and food supports.

Assist patrons with the use of computers and software to access resources, perform research, study, job search or complete forms.

Support an emergency food pantry to supplement West Side Food Bank hours as required.

Coordinate monthly food purchase club.

Coordinate “Grab and Go Meals” program with Hillcrest Baptist Church.

Host free tax clinics in partnership with service providers.

Deliver community events to allow residents to gather, socialize and foster community pride.

Implement evaluation tools to capture outcomes and impact of services.

Provide detailed reports.

Participate in the Neighbourhood Action Group.

Participate in collaborative efforts to address poverty in Saint John.

EQUIPMENT, SUPPLIES AND SERVICE COSTS

Food supplies for “Grab and Go” Meal Program (up to \$3.50 pp x 90 meals per week)

Food supplies to stock Emergency Food Pantry

Emergency clothing purchases as required.

Equipment costs associated with bike-share program that gifts families in need with re-constructed bicycles and bike-safety lessons.

Internet service, software and security upgrades, and repair fees to provide digital access (computers/tablets) for patrons to use internet, study, etc.

Costs associated with community events such as rentals, food, and entertainment.

Promotional materials (digital and print) of programs and activities.
(Will recognize City of Saint John as the primary sponsor.)

OUR TEAM:

Dustin Leclerc, Executive Director

Kate Worden, Marketing & Programs Coordinator

Madelynn Ryan, Youth Program Coordinator

Jaime Worden, Special Projects & Facility Coordinator

Marta Kelly, Finance Coordinator

Abbygail Craig, Youth Counsellor

Aydan Wyse, Youth Counsellor

Leah Robichaud, Youth Counsellor

Jenna Durelle, Youth Counsellor

Mike Eatman, Seasonal Groundskeeper

HOURS OF OPERATION:

Monday 8:00am – 9:00pm

Tuesday 8:00am – 9:00pm

Wednesday 8:00am – 9:00pm

Thursday 8:00am – 9:00pm

Friday 8:00am – 9:00pm

Saturday *Open for Rentals Only*

Sunday 10:00am – 9:00pm

PROVINCE OF NEW BRUNSWICK

COUNTY OF SAINT JOHN

I, Jonathan Taylor, of the City of Saint John, in the County of Saint John and Province of New Brunswick,
MAKE OATH AND SAY:

1. THAT I am the City Clerk of the City of Saint John and have custody of the Common Seal hereof
2. THAT the seal affixed to the foregoing instrument is the Common Seal of The City of Saint John
and that it was so affixed by Order of the Common Council of the said City.
3. THAT the signature "Don Darling" to the said instrument is the signature of W. Donald Darling,
Mayor of the said City, and the signature "Jonathan Taylor" thereto is my own signature.
4. THAT we are the proper officers to sign the foregoing instrument on behalf of The City of Saint
John.

SWORN TO BEFORE ME

At the City of Saint John, in the

County of Saint John and

Province of New Brunswick this

____ day of _____, 2021

Commissioner of Oaths

Being a Solicitor

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Jonathan Taylor

COUNTY OF SAINT JOHN

1. THAT I am the Chair of the Board of Directors of Carleton Community Centre Inc., and am authorized to make this affidavit and have personal knowledge of the matters hereinafter deposed to.
2. THAT the seal affixed to the foregoing instrument and purporting to be the corporate seal of Carleton Community Centre Inc., is the corporate seal of Carleton Community Centre Inc., a party named in the foregoing instrument and it was affixed by the officer authorized to so affix the seal.
3. THAT the Signature "Dennis Sisco" subscribed to the said instrument is my signature and as Chair of the Board of Directors I am duly authorized to execute the said instrument.
4. THAT the said document was executed as aforesaid at the City of Saint John in the Province of New Brunswick on the ____ day of _____, 2021.

Commissioner of Oaths Being a Solicitor

[illegible]

Dennis Sisco
Chair, Board of Directors