



**The Municipal Corporation of the
Town of Fort Erie
BY-LAW NO. 146-2002**

**BEING A BY-LAW TO AUTHORIZE THE ENTRY INTO AND
EXECUTION OF AGREEMENT WITH BROCK UNIVERSITY FOR
HEALTHY COMMUNITIES: SOCIAL CAPITAL AND HEALTH
SURVEYS FOR FORT ERIE**

WHEREAS Section 102 of the *Municipal Act* R.S.O. 1990, Chapter M.45 as amended provides every council may pass such by-laws and make such regulations for the health, safety, morality and welfare of the inhabitants of the municipality in matters not specifically provided for by this Act, and

WHEREAS the following resolution was passed by the Municipal Council of the Town of Fort Erie at its meeting of July 22nd, 2002:

***WHEREAS** Fort Erie Council, through its Strategic Planning process, has determined to initiate a Community Health Planning process; and*

***WHEREAS** Town Council has allocated in its 2002 budget, \$100,000.00 to initiate the Community Health Planning process; and*

***WHEREAS** Council has established a Community Health and Wellness Group; and*

***WHEREAS** following the May 27, 2002 meeting of the Community Health and Wellness Group, a Sub-committee assumed the task of composing a Social Capital Survey; and*

***WHEREAS** the Sub-committee of the Community Health and Wellness Group reviewed two proposals from University academics to conduct and analyze the Social Capital Survey in concert with the eight determinants of health precede/proceed model adopted by Municipal Council; and*

***WHEREAS** the Community Health and Wellness Group Sub-committee is recommending the engagement of Professor Heather Kilty of Brock University to conduct the Social Capital Survey as outlined in the proposal by Professor Kilty dated July 20, 2002 for an upset limit cost \$23,000.00;*

***NOW THEREFORE BE IT RESOLVED** that Municipal Council does hereby concur with the recommendation of the Community Health and Wellness Group to engage Professor Heather Kilty of Brock University to conduct the Social Capital Survey respecting the eight determinants of health under the precede/proceed model in accordance with Professor Kilty's proposal dated July 20, 2002 for an upset limit of \$23,000.00., and*

WHEREAS the terms and conditions of the agreement between the Town of Fort Erie and Brock University have been settled and agreed upon in the form of Schedule "A" annexed hereto in order to undertake the "Healthy Communities: Social Capital and Health Surveys for Fort Erie" project;

NOW THEREFORE the Municipal Council of The Corporation of the Town of Fort Erie hereby enacts as follows:

1. **THAT** the entry into an agreement with Brock University for the Healthy Communities: Social Capital and Health Surveys for Fort Erie project in the form of Schedule "A" annexed to this by-law be and it is hereby authorized and approved.
2. **THAT** the Mayor and Clerk be and they are hereby authorized and directed to execute the agreement annexed hereto as Schedule "A" to this by-law and to affix the Corporate Seal thereto.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 26th DAY OF AUGUST, 2002.



MAYOR

CLERK

I, the Clerk, Carolyn J. Kett, of The Corporation of the Town of Fort Erie hereby certify the foregoing to be a true certified copy of By-law No. 146-2002 of the said Town. Given under my hand and the seal of the said Corporation this
day of _____, 2002.

This AGREEMENT made in duplicate the 14th day of August, 2002.

BETWEEN:

Town of Fort Erie
Fort Erie Community Health & Wellness
Municipal Centre
1 Municipal Centre Drive
Fort Erie, ON L2A 2S6
(hereinafter called the "Fort Erie")

and

Brock University
500 Glenridge Avenue
St Catharines, ON L2S 3A1
(hereinafter called the "University")

WHEREAS the University is has submitted a Letter of Intent to Fort Erie to undertake a research project entitled *Healthy Communities: Social Capital and Health Surveys for Fort Erie*, hereinafter called the "Project";

AND WHEREAS the Fort Erie wishes to support the Project;

The Fort Erie and the University hereby agree as follows:

1. The University shall perform the Project as described in **Appendix "A"** attached hereto.
2. Work on the Project shall commence on or about **July 1, 2002** and shall be completed on or about **December 31, 2002..**
3. The Principal Investigator for the Project shall be Professor Heather Lee Kilty of the Brock University **Community Health Sciences/ Nursing** who is responsible for the technical content of the Project.
4. In consideration of the University carrying out the Project, the Fort Erie shall pay the University the sum of twenty two thousand dollars (**22,000**) for costs of the work, as well as providing in-kind support all generally in accordance with the attached budget (**Appendix "B"**).
5. The sum stipulated in Paragraph 4 above shall be paid by Fort Erie on signing of this Agreement in accordance with the payment schedule below:

6. \$10,000	upon signature	
7. \$5,000	October 1, 2002	Data Analysis
8. \$5,000	December 1, 2002	Submission of Draft Final Report
9. \$2,000	December 31, 2002	upon submission of Final Report

Cheques should be payable to the Brock University and addressed to Ms. Karen Epp, Research Financial Manager, Office of Research Services, Brock University, 500 Glenridge Avenue, St. Catharines, ON L2S 3A1.

6. Any equipment or material purchased by or provided to the University as part of the Project shall remain the property of the University.

7. Upon completion of the Project the University shall submit to the Fort Erie a final report describing the results of the research. *subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act.*
8. Fort Erie and University may disclose confidential information one to the other to facilitate work under this Agreement. Such information shall be so identified in writing at the time of its transmittal, and shall be safeguarded and not disclosed to third parties by the receiving party. Confidential information shall not include information that:
- is already known to the party to which it is disclosed;
 - is or becomes part of the public domain without breach of this Agreement;
 - is obtained from third parties which have no obligations to keep confidential to the parties to this Agreement.
9. The University may publish or disclose the research results arising from performance of the Project and shall acknowledge the support of the Fort Erie in all such publications.
10. ~~Fort Erie shall indemnify and save harmless University and its servants and agents against all costs, suits or claims on account of injuries (including death) to persons participating in the Project or damage to property, caused by agents or personnel of Fort Erie during the performance of this Agreement or resulting from the use by Fort Erie or its affiliates, or its customers of any deliverable or intellectual property developed by University or Fort Erie under this Agreement.~~ University shall indemnify and save harmless Fort Erie against all costs, suits or claims on account of injuries (including death) to persons participating in the Project or damage to University property, caused by the wilful or negligent act or omission of personnel of University during the performance of this Agreement.
11. Either party may terminate this Agreement by giving 60 days written notice to the other of such termination and the University will be entitled to credit for work performed hereunder prior to termination including the University's termination and severance costs, and the Fort Erie will be entitled to a return of the balance of any advance payment.
12. Fort Erie will not use the name of University, nor of any member of University's staff, in any advertising or publicity without the prior written approval of an authorized representative of University. University will not use the name of Fort Erie, nor any employee of the Fort Erie, in any advertising or publicity without the prior written approval of Fort Erie. However, both the Fort Erie and the University may use the following information for public consumption: name of Principal Investigator; Principal Investigator's department; University name; Fort Erie name; Title of Project; duration of Project; and, contract value.
13. The University shall not be liable for any delays in the performance of its obligations under this Agreement resulting from circumstances or causes beyond the University's control, and in no case shall the University be liable for loss of business or profit or other indirect or consequential damage.
14. Notices under this Agreement shall be sent to the parties as follows:

Fort Erie:

Carolyn J. Kett,
Town Clerk
Town of Fort Erie
1 Municipal Centre Drive
Fort Erie, Ontario L2A 2S6

University:

Dr. Michael Owen
Director, Office of Research Services
500 Glenridge Avenue
Brock University
St Catharines, Ontario L2S 3A1

15. The Fort Erie and the University are independent parties and nothing in this Agreement shall constitute either party as the employer, principal or partner of or joint venturer with the other party. Neither the Fort Erie nor the University has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.
16. Fort Erie or University may not sell, assign, encumber, licence or otherwise transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the other party which consent may not be unreasonably withheld.
17. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, successors and assigns.
19. This Agreement shall be governed by and construed in accordance with the laws of Canada and the laws of the Province of Ontario applicable therein.
20. This Agreement embodies the entire agreement of the parties hereto and no change or modification shall be valid unless it is in writing and signed by both parties

In witness whereof the parties agree to be bound by the terms of this Agreement.

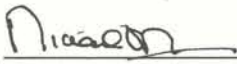
For Fort Erie



Mayor


Clerk

For University



Michael Owen
Director, Office of Research Services

Acknowledgement:

I, the Principal Investigator, having read this Agreement, hereby agree to act in accordance with all the terms and conditions herein and further to agree to ensure that all University participants are informed of their obligations under such terms and conditions.



Dr. Heather Lee Kilty
Principal Investigator

Appendix "A"

WORK TO BE COMPLETED:

The work that will be completed will include the following professional and research services:

1. Consultation, training and resource development services ...

This work began since May, 2002 and will continue until December 31, 2002. This will include locating existing reports and resources and to consult with the leaders, focus groups and planning groups in Fort Erie's Community Health and Wellness initiatives. In addition, resource packages of literature will be developed to assist each of the groups working on the determinants of health for the fall. Some group leadership and facilitation will also be included.

2. Research design, implementation, analysis and reports ...

This will include working with the Town of Fort Erie to conduct several research studies for the purposes of:

- a) assessing the community in regards to **Social Capital** and **Health Information** in order to assist in health planning for Fort Erie and;
- b) involving citizens in the awareness of and participation in creating a sustaining healthy community.

The Social Capital Survey will be used to study the resources in the community such as dimensions of participation in the community: trust, mutual aid and reciprocity, security and safety, work connections and; diversity. It is understood that the Town also wishes to include some questions related to access to health care services and transportation in this study. There is some evidence to suggest that there is a positive relationship between a community's social capital and its health and economic well being (see attachment #1 for brief definitions and information on social capital).

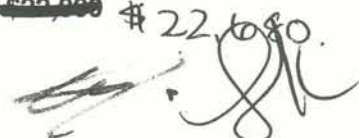
The **Social Capital Survey** will be conducted as a telephone survey (n=360). 4 special groups have been identified for special outreaches to complete the survey: 15 youth; 15 elderly in nursing homes; 15 single moms without phones in Crystal Beach; and 15 Asylum Seekers who have relocated in Fort Erie with English as a second language).

The **Health Survey** will be a pen-and-paper fill-in survey. This will be well advertised as an opportunity for Fort Erie Citizen's to give input on their health status information and challenges and input on the major issues and ideas they have for how to proceed and how they can be involved in the process. It will be used as part of the overall community assessment and local participation/inclusion strategy to engage people in creating a healthy community. Several of the health determinants groups will also assist with strategies to disseminate the survey.

The professional services offered will include the following:

July	consultations, meetings; study design; literature searches; questionnaire collection; proposal; budget.	Budget: \$1,000
August	ethics committee review; questionnaire completion; interviewer instructions and logbook development; packages of literature and resources for each team; consult on the design of a community marketing campaign for the surveys; design input fields for data entry.	Budget: \$1,960
September	recruit and train interviewers; supervise telephone survey, interviews; collect and organize survey data.	Budget: \$8,232
October	data input; data analysis.	Budget: \$5,520
November	data analysis; report writing; presentation and dissemination preparation.	Budget: \$1,660
December	presentations to decision makers; discussions, consultations; dissemination of results.	Budget: \$1,000

Plus \$1,308 for travel, article copies; \$2,000 Brock University Fee **TOTAL: ~~\$22,000~~ \$ 22,680**



The Town of Fort Erie will provide the following:

1. An organized list of Fort Erie phone numbers by areas that can be randomly selected.
1. Telephones and space for the telephone survey
2. All printing of the surveys, log books and final reports
3. A marketing strategy and costs for informing the community about the surveys
4. Interpreters for the interviews if needed
5. Purchase of SPSS if the town wishes to repeat the studies over time.
6. Dissemination of results

It is also understood that:

1. Consultations will take place between the researcher and with Catherine Mindorff of the Town of Fort Erie for final approval of the questions
2. The Principal Researcher will be Dr. Heather Lee Kilty of Brock University
3. Dr. Lynn Rempel will be on the research team and involved in data analysis and report preparation
4. The researchers shall retain the rights to publication
5. Students from Brock University will be hired to conduct the interviews and to input the data and to work on the study
6. The final research study and questionnaire will have to be approved by the Research Ethics Committee of Brock University before conducting the surveys.

APPENDIX 'B'**PROPOSED BUDGET**

S.C. Survey n=360 (300 telephone and 60 to special groups); health survey (n=500).

JUNE/JULY**PRINCIPAL INVESTIGATORS**

Consultations (e-mail, meetings, phone)

Study design

Literature searches

Questionnaire collecting

Questionnaire preliminary design

Study/proposal/budget completion and approval

Identification of other reports and assessment methods

\$1,000

R.A.'s/INTERVIEWERS**TOWN OF F.E.**

Consultations

Proposal/budget

approval

AUGUST

Ethics Committee review

Questionnaire completion

Interviewer instructions and logbook

Consultations(e-mail, meetings, phone)

Packages of resources for each team on determinants of health

Consult on the design of the community marketing campaign

\$1,000

Packages for each committee

SPSS design of fields for input

Questionnaire

Consultations

Marketing plan

Copies

15 hrs per week x 4x \$16.00=\$960

SEPTEMBER

Recruit, train interviewers

Supervise survey

Supervise interviews

Organize surveys/data

\$1,000

Recruit, train interviewers

Supervise survey

Collect and organize surveys

Collect and organize interviews

80 hours x \$16 = \$1,280

6 interviewers for TS x 6 days x

8x \$14 \$4,032

Interviews with 4 special groups

15x4x2=120x\$16=\$1,920

Market strategy

Phones, space

Copies

Interpreter costs

Interview setup

OCTOBER

Data input

Data analysis

Chart preparation

\$2,000

Data input

chart preparation

80 hours x \$16= \$1,280

Transcription of interviews (if required)

80x2x14= \$2,240

NOVEMBER/DECEMBER

Report writing: summary/full

Presentation prep.

Presentations to decision makers

Consultations

\$1,500

Power point 10x\$16 = \$160

Print reports

Review results

Setup meetings

Mailings

Dissemination

TOTAL: \$18,692 plus Brock Research Fee \$2,000 plus \$1308 amount for travel, article copies, and additional expenses as approved. **TOTAL: \$22,000**

DETAILS:

Principal investigator/consultant H. Kilty \$5,000 to research account

Researcher/analyst/ L. Rempel \$1,500 to research account

Research assistant/interviewers \$12,192

Brock University \$2,000

Travel/copying etc \$1,308

TOTAL: \$22,000