

# Agenda Including Addeds

## Community and Protective Services Committee

The 2nd Meeting of the Community and Protective Services Committee

January 8, 2024

1:00 PM

Council Chambers - Please check the City website for additional meeting detail information. Meetings can be viewed via live-streaming on YouTube and the City Website.

The City of London is situated on the traditional lands of the Anishinaabek (AUh-nish-in-ah-bek), Haudenosaunee (Ho-den-no-show-nee), Lūnaapéewak (Len-ah-pay-wuk) and Attawandaron (Add-a-won-da-run).

We honour and respect the history, languages and culture of the diverse Indigenous people who call this territory home. The City of London is currently home to many First Nations, Métis and Inuit today.

As representatives of the people of the City of London, we are grateful to have the opportunity to work and live in this territory.

Members

Councillors E. Pelozza (Chair), H. McAlister, J. Pribil, S. Trosow, D. Ferreira

The City of London is committed to making every effort to provide alternate formats and communication supports for meetings upon request. To make a request specific to this meeting, please contact [CPSC@london.ca](mailto:CPSC@london.ca) or 519-661-2489 ext. 2425.

	Pages
<b>1. Disclosures of Pecuniary Interest</b>	
<b>2. Consent</b>	
2.1 1st Report of the Animal Welfare Community Advisory Committee	2
2.2 Single-Source Procurement SS-2024-001: Employment Services Case Management Software	
a. <i>(ADDED) Staff Report</i>	4
<b>3. Scheduled Items</b>	
<b>4. Items for Direction</b>	
4.1 Byron Legion Monument Donation to Springbank Park	
a. Staff Report	42
b. Reverend F. Mantz and E. Holder - Byron Legion Monument - REQUEST FOR DELEGATION STATUS	48
4.2 Deputy Mayor S. Lewis, Councillor P. Cuddy and Mayor J. Morgan - Municipal Options to Limit or Prevent Renovictions	52
a. <i>(ADDED) Councillor S. Trosow</i>	53
<b>5. Deferred Matters/Additional Business</b>	
5.1 Deferred Matters List	54
<b>6. Adjournment</b>	

# **Animal Welfare Community Advisory Committee**

## **Report**

The 1st Meeting of the Animal Welfare Community Advisory Committee  
December 7, 2023

Attendance                   PRESENT: W. Brown (Chair), M. Blosch, A. Hames, N. Karsch, G. Leckie, S. Ryall, M. Toplack and H. Lysynski (Acting Committee Clerk)

ABSENT: K. Coulter, H. Duhamel and J. Higgins

ALSO PRESENT: J. Gomez, O. Katolyk, P. Masse, M. McBride and M. Szarka

The meeting was called to order at 3:05 PM.

### **1. Call to Order**

#### 1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### **2. Scheduled Items**

None.

### **3. Consent**

#### 3.1 11th Report of the Animal Welfare Community Advisory Committee

That it BE NOTED that the 11th Report of the Animal Welfare Community Advisory Committee, from the meeting held on November 2, 2023, was received.

#### 3.2 Municipal Council Resolution – Appointment of J. Higgins

That it BE NOTED that the Municipal Council resolution adopted at its meeting held on November 24, 2023, with respect to the appointment of J. Higgins to the Animal Welfare Community Advisory Committee, was received.

#### 3.3 Municipal Council Resolution – 11th Report of the Animal Welfare Community Advisory Committee

That it BE NOTED that the Municipal Council resolution adopted at its meeting held on November 28, 2023, with respect to the 11th Report of the Animal Welfare Community Advisory Committee, was received.

### **4. Sub-Committees and Working Groups**

#### 4.1 November's Sub-Committee Meeting update

That it BE NOTED that the Animal Welfare Community Advisory Committee heard a verbal update from W. Brown, with respect to the November sub-committee meeting.

**5. Items for Discussion**

5.1 Co-existence with Canada Geese

That it BE NOTED that the Animal Welfare Community Advisory Committee heard a verbal update from P. Yeoman, Director, Parks and Forestry, with respect to co-existing with Canada Geese; it being noted that P. Yeoman will provide a further update in the spring of 2024.

5.2 Clear Your Gear

That it BE NOTED that the Animal Welfare Community Advisory Committee heard a verbal update from P. Yeoman, Director, Parks and Forestry, with respect to Clear Your Gear; it being noted that P. Yeoman will provide a further update in the summer of 2024.

5.3 Bird Friendly Displays

That two Voyager Maxi 3 Panel Folding Tabletop Display Kit with PVC graphics and two carrying bags with green background BE PURCHASED for future bird friendly displays at various London Public Library locations; it being noted that the Animal Welfare Community Advisory Committee has sufficient funds in its 2023 Budget.

5.4 2023 Budget

That it BE NOTED that the Animal Welfare Community Advisory Committee held a general discussion with respect to its 2023 Budget.

**6. Adjournment**

The meeting adjourned at 4:44 PM.

## Report to Community and Protective Services Committee

**To:** Chair and Members  
Community and Protective Services Committee

**From:** Kevin Dickins,  
Deputy City Manager, Social & Health Development

**Subject:** Single-Source Procurement SS-2024-001:  
Employment Services Case Management Software

**Date:** January 8, 2024

## Recommendation

That on the recommendation of the Deputy City Manager, Social & Health Development, the following actions **BE TAKEN** with respect to the implementation of case management software for London Regional Employment Services, it being noted that in accordance with Section 14.5 of the City of London's Procurement of Goods and Services Policy Single Source contract awards greater than \$50,000.00 require approval of City Council:

1. (a) That a single source procurement in accordance with s. 14.4(e) of the Procurement of Goods and Services Policy **BE APPROVED** to ESCASES INC. to provide licences for their case management solution at a cost of \$293,800.00 for a two-year term; and,  
(b) That the approval given, herein, **BE CONDITIONAL** upon the Corporation entering into a formal contract; and,
2. That the attached proposed By-law (Appendix "A") **BE INTRODUCED** at the Municipal Council meeting of January 23, 2024:
  - (a) To authorize and approve the ESCASES Case Management Service Agreement ("Agreement") for the Contract between the Corporation of the City of London and ESCASES INC.; and,
  - (b) To delegate to the Deputy City Manager, Social and Health Development, and the City Manager the authority and power to:
    - (i) represent the City (City representative) with respect to the Agreement, and
    - (i) execute the agreement on behalf of the City of London; and
    - (iii) approve and execute amending agreements to the Service Agreement, that are consistent with the requirements contained in the Service Agreement, and do not require additional City of London funding; and,
3. That the Civic Administration **BE AUTHORIZED** to undertake all administrative acts that are necessary in connection with this project.

## Executive Summary

In 2019, the Ontario Government announced plans to transform and modernize employment services delivery across the province of Ontario. These plans are intended to create a more locally responsive employment services system, to effectively meet the needs of a diverse range of jobseekers, businesses, and local communities. This transformation includes integrating Ontario Works and Ontario Disability Support

Program (ODSP) employment programming into Employment Ontario to create a single, efficient, cost-effective system focused on helping all jobseekers, businesses, and communities.

The plan to transform and modernize employment services delivery also includes the introduction of Service System Managers (SSMs) to plan, design and deliver employment services across the province in 15 Ministry-defined geographical Catchment Areas. Selection of SSMs was subject to a two-stage competitive process open to any public, not-for-profit or private sector organization, as well as Consolidated Municipal Service Managers (CMSM) and District Social Services Administration Boards (DSSAB).

In July 2022, the City of London participated in the competitive process to become the SSM for the London Catchment Area, which is defined as the geographic area of the City of London, County of Middlesex, St. Thomas-County of Elgin, and County of Oxford. In late 2022, the City of London was selected by the Ministry as the successful candidate to proceed with the negotiation period for the purpose of entering into an Agreement as SSM.

One of the responsibilities of the SSM is to implement consistent case management software for each of the service providers. The provincial Case Management System (CaMS) provides basic case management functionality, but more comprehensive software that allows detailed tracking of client interactions and outcomes is required.

Civic Administration has conducted research into various case management solutions, and while a few platforms were identified that met some of the business requirements, only ESCASES INC.'s case management solution provides a mature product presently integrated with the provincial CaMS case management system. This integration is a critical requirement for ensuring effective time and case management for service providers. This solution was also selected by Bruce County, the SSM for the Stratford-Bruce Peninsula Catchment Area, through a procurement process.

This report recommends award of a single-source contract with ESCASES INC. to provide a case management solution for the City of London's London Regional Employment Services (LRES) and service providers within the London Catchment Area.

## **Linkage to the Corporate Strategic Plan**

### Economic Growth, Culture, and Prosperity

- London encourages equitable economic growth and diversification.

### Well-Run City

- The City of London is trusted, open, and accountable in service of the community.
- Londoners experience good stewardship, exceptional and valued service.

## **Analysis**

### **1.0 Background Information**

#### **1.1 Previous Reports Related to this Matter**

- CPSC June 17, 2019, Employment Ontario Transformation – Service System Manager Competition
- CPSC January 21, 2020, Employment Ontario Transformation – Service System Manager – Update
- CPSC January 10, 2023 (in-camera), Integrated Employment Services – Ontario Transfer Payment Agreement
- CPSC March 21, 2023, Integrated Employment Services – Ontario Transfer Payment Agreement – Update

## 2.0 Discussion and Considerations

### 2.1 Purpose

This report provides information about the selection of ESCASES INC.’s case management software for the City of London’s LRES and therefore seeks approval to award a single-source contract to ESCASES INC. to provide a case management solution for LRES and service providers within the London Catchment Area.

### 2.2 Background

The Ministry of Labour, Immigration, Training and Skills Development (MLITSD) adopted a phased approach for the transformation to the new service delivery model:

Phase	Catchment Areas	SSM	Effective Date of Agreement
Prototype	Hamilton-Niagara Muskoka-Kawarthas Peel	Fedcap Canada Fleming College WCG Inc.	January 2020
Phase 1	York Halton Stratford-Bruce Peninsula Kingston-Pembroke	WCG Inc. Fedcap Canada County of Bruce Serco Canada	April 2022  September 2022
Phase 2	<b>London</b>  Durham  Ottawa Windsor-Sarnia  Kitchener-Waterloo-Barrie	<b>Corporation of the City of London</b> The Regional Municipality of Durham WCG Corporation of the City of Windsor Serco Canada	February 2023
Phase 3	Toronto Northeast Northwest		Yet to be determined

The MLITSD established specific timelines for all Phase 2 SSMs to follow as part of the employment services transition. This included the “Transition Period”, defined by the MLITSD as May 2023 – December 2023, included the establishment of infrastructure necessary to exercise oversight over the network. Integrated Employment Services Delivery begins Jan 2, 2024, and includes the following responsibilities:

- Full responsibility for the oversight of the Service Provider network
- Collecting, monitoring, and analyzing data; reporting to the Ministry
- Developing an integrated case management approach across Employment Ontario and Ontario Works / ODSP

Through the Integrated Employment Services Delivery model, the SSM provides oversight of a network of Employment Ontario service providers operating within the London Catchment Area. The Corporation of the City of London, as SSM, is responsible for overseeing and monitoring service provider performance. This requires the service providers to use a consistent case management program from which the SSM can monitor performance-related data. Additionally, as part of the transition there is a requirement by MLITSD to obtain an accessible and user-focused digital service delivery channel that will be available to all employment services clients. Prior to the Employment Services transition, service providers were not required to use a specific case management software.

During the Transition Period, the City engaged a third party to gather business requirements and research potential case management platforms. As part of this process, both “required” (features that are essential for the solution to be considered acceptable to fulfill its primary purpose) and “desired” (features that are not essential for the solution’s basic functionality but add value or enhance quality) requirements were identified.

One of the data capabilities that was identified as “required” was the ability to “integrate with the Province's Case Management System (“CaMS”)”. CaMS is the provincial employment services software used by service providers and LRES staff. Additional case management software is required for service providers because CaMS does not include more advanced case management functionality to accurately and efficiently track client interactions and plans, which is a core component of LRES service delivery.

Based on the comprehensive requirements gathering completed in 2023 and an assessment of relevant software applications on the market, only ESCASES INC.’s provides a mature product presently integrated with the provincial CaMS case management system, meeting the “required” integration business requirement. Civic Administration was also able to engage with the County of Bruce, SSM for Stratford-Bruce Peninsula who rolled out their employment services program in Phase One of the transformation process. Through an open procurement process conducted by Bruce County, RFP-BC-PED-23-18 Case Management System for the Stratford-Bruce Employment Service System Manager, ESCASES INC. was awarded the contract. After successfully implementing the solution, Bruce County has indicated that in addition to satisfying current user requirements, ESCASES INC. has been supportive of the establishment of a user group to support ongoing continuous improvement as the delivery of employment services evolves.

While the implementation of consistent case management software is a MLITSD requirement, the use of ESCASES INC.’ case management solution also represents a process improvement. In addition to providing consistency across the network of service providers within the London Catchment Area, it will also support consistent reporting and monitoring of service providers. This should result in added responsiveness to job-seeker needs, and the continuous improvement of the employment services program as a whole.

### 2.3 Procurement Process

According to Section 14.4 of the City of London Procurement of Goods and Services Policy, “Procurement may be conducted using a Single Source process if the goods and/or services are available from more than one source, but there are valid and sufficient reasons for selecting one supplier in particular”. The following reasons apply to the single source procurement of ESCASES INC.’s case management solution as an employment services case management software:

Single Source Criteria	ESCASES INC. Rationale
e) The required goods and/or services are to be supplied by a particular supplier(s) having special knowledge, skills, expertise or experience	The ESCASES INC. team has specialized knowledge of CaMS and its integration, and a thorough understanding of case management for employment services in Ontario, based on their previous work with Bruce County.

Based on this rationale, Civic Administration is recommending the approval of a single source contract for the implementation of ESCASES INC.’s case management solution as case management software for the City of London’s LRES and service providers within the London Catchment Area. ESCASES INC. has provided a two-year quote of \$293,800.00 for licences for 21 service providers along with the City of London employees who are part of the LRES team. The Corporation of the City of London will

purchase licences for the service providers, recognizing that service providers may need to maintain legacy software for a short period of time as they close out legacy clients who will not be transitioning to the new employment services program.

### **3.0 Financial Impact/Considerations**

The Employment Ontario program is fully funded by the MLITSD with the following allocations available:

Integrated Employment Service Delivery (annually from January 2024 until December 2025)

The Integrated Employment Service Delivery annual funding includes four core components. Funding for the case management system will be drawn from operational funding, which provides financial stability for the SSM covering direct and subcontracted delivery of employment services including supporting administration and operational costs for service delivery. \$27.2M is provided annually for operational funding.

As Integrated Employment Service Delivery is not funded from the municipal net budget, there will be no long term municipal net budgetary impact from this change.

## **Conclusion**

The implementation of case management software for LRES employees and service providers within the London Catchment Area will allow the City of London's LRES employees to fulfill SSM monitoring responsibilities and meet commitments to MLITSD. The City's third-party researcher, on behalf of LRES, has conducted comprehensive research to verify that only ESCASES INC.'s case management solution meets requirements. Civic Administration is therefore recommending that the contract for the supply of case management software be awarded to ESCASES INC. at a cost of \$293,800.00 through a single source procurement.

**Prepared by:** Julie Wilson, Continuous Improvement Specialist

**Submitted by:** Rosanna Wilcox, Director, Strategy & Innovation

**Recommended by:** Kevin Dickins, Deputy City Manager, Social and Health Development



Appendix "A"

Bill No.  
2024

By-law No.

A by-law to approve a Service Agreement for case management software between The Corporation of the City of London and ESCASES INC.

WHEREAS section 2 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that municipalities are created by the Province of Ontario to be responsible and accountable governments with respect to matters within their jurisdiction and each municipality is given powers and duties under this Act and many other Acts for the purpose of providing good government with respect to those matters;

AND WHEREAS subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has 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 section 10 of the *Municipal Act, 2001* provides that the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

AND WHEREAS the City is the Service System Manager for the London Catchment Area;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Service Agreement for the provision of case management software for service providers within the London Catchment Area ("Service Agreement") to be entered into between The Corporation of the City of London and ESCASES INC. attached as Schedule 1 IS APPROVED.
2. The Deputy City Manager, Social and Health Development, and the City Manager, are severally delegated the authority and power to:
  - (i) represent the City (City Representative) with respect to the Service Agreement; and
  - (ii) execute the agreement approved under Schedule 1 on behalf of the City of London; and
  - (iii) approve and execute amending agreements, and approve additional one-year terms to the Service Agreement, that are consistent with the requirements contained in the Service Agreement, and that do not require additional City of London funding.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on January 23, 2024.

Josh Morgan

Mayor

Michael Schulthess  
City Clerk

First reading -  
Second reading -  
Third reading –

**ESCASES CASE MANAGEMENT SERVICE AGREEMENT**

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This Services Agreement (this “**Agreement**”) is made as of, \_\_\_\_\_, being the (“**Start Date**”) (the “**Effective Date**”), by and between:

1) **ESCASES INC.**, having its registered address at 285 Montreal Street, Kingston, Ontario, Canada K7K 3G9, and represented by Sath Ly as CEO (“**ESCases**”).

- and -

2) **The Corporation of the City of London**, having its registered address at [**Client address**], and represented by [**name and title of client**] (“**CLIENT**”).

**RECITALS**

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**WHEREAS** CLIENT wishes to enter into this Agreement with ESCases for it to obtain the following services:

- An internet-accessible use of ESCases’s Case Management System, and which is hosted by or on behalf of ESCases and made available to CLIENT over its network on a term-use basis.
- the creation or development of new features for the Case Management System.
- training for the use of the Case Management System; and
- support services.

**NOW THEREFORE**, for good and valuable consideration stated herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**SECTION 1 – DEFINITIONS AND INTERPRETATION**

**1.1. Definitions**

In this Agreement, the following words and expressions have the following meanings:

<b>Case Management System</b>	means a web-based software application with basic case management functionalities, as described in Annex “A”.
<b>Accessible</b>	means compliant with the Accessibility for Ontarians with Disabilities Act, 2005 and regulations to ensure that a product or service can be easily reached or obtained; a facility that can be easily entered; information that can be easily accessed; posing no obstacles to People with Disabilities.

<b><i>Accessibility</i></b>	means a general term which is used to describe the degree of ease that something (for example, device, service, and environment) can be used and enjoyed by People with Disabilities. The term implies conscious planning, design, or effort to ensure it is barrier-free to People with Disabilities, and by extension, usable and practical for the general population as well.
<b><i>Business Day</i></b>	means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business.
<b><i>Confidential Information</i></b>	means: (i) individual client personal data including without limitation, name, address, email address; or (ii) the personal data of CLIENT employees and affiliates, including without limitation, company name (if applicable) employee name, address, and email address; and (iii) other individual information which could reasonably be viewed as being of a confidential nature.
<b><i>Delivery Date</i></b>	has the meaning given in Section 5 of this Agreement.
<b><i>Documentation</i></b>	has the meaning given in Section 2.5.6 of this Agreement.
<b><i>Employment Services</i></b>	or “ES” means services to help job seekers obtain and retain employment.
<b><i>Feature Add-ons</i></b>	means an Upgrade of the Case Management System intended to add functionality specific to the requirements of the CLIENT.
<b><i>FIPPA</i></b>	means the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F. 31, as amended.
<b><i>MFIPPA</i></b>	means the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M. 56, as amended.
<b><i>Privacy Laws</i></b>	means all federal, provincial, state, municipal or other applicable statute, law or regulation of any governmental authority in any jurisdiction governing the handling of information about an identifiable individual, including the Personal Information and Protection of Electronic Documents Act (Canada), MFIPPA and FIPPA.
<b><i>Province</i></b>	means Ontario and Ontario’s Ministry of Labour, Training, and Skills Development.

<b>Services</b>	has the meaning given in Section 2.1 of this Agreement.
<b>Service Fee</b>	has the meaning given in Section 3.1 of this Agreement.
<b>Site</b>	means a physical location where services are coordinated for, or provided to, clients and requires access to ESCase’s Case Management System.
<b>Subscription Term</b>	has the meaning given in Section 5.3 of this Agreement.
<b>Support Hours</b>	has the meaning given in Section 2.4.4 of this Agreement.
<b>Support Services</b>	has the meaning given in Section 2.4.2 of this Agreement.
<b>Update</b>	has the meaning given in Section 2.4.5 of this Agreement.
<b>Upgrade</b>	has the meaning given in Section 2.4.5 of this Agreement.
<b>User</b>	means an individual seeking a job and accessing Employment Services through ESCases’s Case Management System.
<b>User Data</b>	<p>is data that is (a) received from Client or the Province that is marked as User Data or (b) received directly from the Client regardless of any marking, but in both instances contains information related to personal:</p> <ul style="list-style-type: none"> <li>· demographics,</li> <li>· life stabilization,</li> <li>· skills</li> <li>· self-efficacy,</li> <li>· income/assistance, education status and history,</li> <li>· employment status and history, and</li> </ul>

	<p>· work attitudes and employment goals.</p> <p>Some examples of User Data (for illustrative purposes only) can be found at:  <a href="https://www.omssa.com/docs/1What_is_Life_Stabilization.pdf">https://www.omssa.com/docs/1What_is_Life_Stabilization.pdf</a>.          Aggregated or Obfuscated Client data shall not constitute Client data for purposes of this definition.</p> <p>Any requirements regarding handling User Data, data security or privacy apply to any of ESCases’s third-party services providers.</p>
<b>Work</b>	<p>includes any and all information, programs, concepts, processes, discoveries, improvements, formulas, know-how and inventions, in any form whatsoever, relating to the business or activities of ESCases, or resulting from or suggested by any work developed by ESCases in connection with this Agreement.</p>

**1.2. Interpretation**

- (a) Unless a contrary intention appears, any reference in this Agreement to:
  - (i) “**CLIENT**”, “**ESCases**” and any “**Party**” shall be construed so as to include its successors in title, permitted assigns and permitted transferees; and
  - (ii) this “**Agreement**” or any other document or instrument is a reference to this Agreement or that document or instrument as amended, novated, supplemented, extended or restated from time to time.
- (b) Unless a contrary intention appears, in this Agreement:
  - (i) headings are for convenience only and do not affect the interpretation of this Agreement; and
  - (ii) words importing the singular include the plural and vice versa, and neuter.

**SECTION 2 – SCOPE OF SERVICES**

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**2.1.** CLIENT hereby engages ESCases to provide CLIENT with the services described in this Article 2 (the “**Services**”):

- A. a nonexclusive right to access and use the Case Management System solely for CLIENT’s internal business operations, during the term of, and subject to and governed by, the provisions of this Agreement.

- B. the creation and development of new features to the Case Management System, as set out more fully in Section 2.3 and Annex B of this Agreement.
- C. support services as set out more fully in Section 2.4 of this Agreement; and
- D. training for the use of the Case Management System as set out more fully in Section 2.5.

**2.2.** All Services to be provided by ESCases shall be performed with promptness and diligence in a professional manner and at a high level of proficiency, in accordance with this Agreement

### **2.3. ADDITIONAL FEATURES**

**2.3.1.** CLIENT engages ESCases to create and develop, on or before the Delivery Date, Feature Add-ons to the existing Case Management System, as more particularly described in Annex B. CLIENT shall provide detailed specifications to ESCases, within 10 Business Days of the date of execution of this Agreement, to state the CLIENT's requirements and functionality goals more fully for these Feature Add-ons.

**2.3.2.** ESCases agrees to:

- a. create the Feature Add-ons and updates set out in Annex B of this Agreement and use its best efforts to ensure that the design and functionality of the Case Management System, including the Feature Add-ons, meets CLIENT's specifications; and
- b.

**2.3.3.** CLIENT agrees to provide ESCases with:

- a. all assistance and cooperation to ESCases to complete the integration of the Case Management System in CLIENT's internal business operations, in a timely and efficient manner; This will include and be limited to ensuring CLIENT operational teams are available to validate specified Feature Add-Ons, provide user acceptance testing support, and user support to ensure all integrations are populating information correctly.
- b. initial information, and all content for the Case Management System.

**2.3.4.** If additional software Feature Add-ons are required to be developed outside the scope of work, outlined in Annex B, ESCases and CLIENT shall meet to discuss and agree on required software features, build-out requirements, timelines and estimated costs. ESCases will draft a "fee" quotation based on the new scope of work, as part of a Change Order document which will constitute an amendment to this Agreement by adding the

additional functionality to Annex B, with the additional development work and costs payable by the Client. Once completed, the Change Order shall form part of this Agreement.

## 2.4. SUPPORT SERVICES

**2.4.1.** ESCases shall provide to CLIENT ongoing support for the Case Management System during the Subscription Term, commencing from and including the Delivery Date. This support will be provided to CLIENT at no additional cost.

**2.4.2.** During the Subscription Term, ESCases shall provide to CLIENT support services (the “**Support Services**”) which are intended to respond to any issues with the Case Management System as integrated in the CLIENT’s internal business operation, which Support Services shall be available via:

- a. Telephone; and
- b. On-line.

The Support Services shall be provided to the specific delivery standards described in Annex “C”.

**2.4.3.** ESCases is not required to provide Support Services involving:

- a. correction of problems caused by operation of the Case Management System in a manner other than that contemplated by this Agreement; and
- b. rectification of problems caused by misuse or incorrect use of the Case Management System by CLIENT.

**2.4.4.** The Support Services shall be provided during the hours of 8:30am to 5pm, Monday to Friday (the “**Support Hours**”).

**2.4.5.** During the Subscription Term, ESCases shall promptly provide CLIENT with the following information for any “Update” to or “Upgrade” of the Case Management System it may make or has made available from time to time:

- a. the nature of the improvements and/or corrections contained in the Update or Upgrade; and
- b. any adverse effects that the Update or Upgrade may be expected to have on CLIENT’s system/s, including any expected degradation in reliability, performance or functionality.

In this Agreement, an “**Update**” refers to a regular, periodic maintenance of the Case Management System, which is typically installed by ESCases, for bug fixes or similar functionality, whereas an “**Upgrade**” is a release of new features for the Case Management System. An update is typically not billed to the Client, whereas the upgrade is a billable



release, and the client shall have the option of whether to install an upgrade to the Case Management System licensed to it.

## 2.5. TRAINING

**2.5.1.** ESCases will provide initial training to CLIENT staff on how to use the Case Management System.

**2.5.2.** The training shall be conducted by Sath Ly of ESCases in one session that will last approximately one (1) hour and will take place on a date to be agreed by the Parties.

**2.5.3.** CLIENT may have up to 100 participants attend the training session referred to in Section 2.5.2 of this Agreement.

**2.5.4.** The training sessions shall take place online, with a third-party video sharing conference software of choice, to be agreed by the Parties.

**2.5.5** A reasonable number of additional training sessions, throughout the term of this Agreement, will be made available by ESCases free of charge to CLIENT, through on-line learning facilities, as described in Section 2.5.4 above.

**2.5.6.** ESCases shall provide CLIENT with documentation for the Case Management System, in electronic format, that contains a description of the Case Management System's material functions and operations (the "**Documentation**").

## SECTION 3 – FEES

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**3.1.** CLIENT shall pay ESCases a fee (the "**Service Fee**") of CAD **[Price]** plus HST, for the Services provided. This is "per site" service fee and will include all the functionality and support specified in Annex A, B, and C. This is for the first year of the Subscription Term and any Service Fee required for subsequent annual terms of the Subscription Term is in addition to this payment. The sites to be included in this agreement are attached in Annex D. CLIENT has the right to add or remove or transfer access to the ESCases service to sites within the boundaries of the London Catchment at its sole discretion.

**3.3.** The Service Fee of Cdn. **[Price]** per 12-month renewal period of the Subscription Term, shall be payable by the CLIENT to ESCases.

**3.4.** The Service Fee shall be payable Net 30 days following the date of the relevant invoice sent by ESCases to CLIENT, which shall be sent to the CLIENT within 10 Business Days of the date of service start for the final list of sites provided to Escases by Client for which a draft list is reflected in Annex D, or the date of the start of a subscription term for site(s) added by Client during the term of this Agreement, respectively. Fees which are not paid within the

30-day period shall be subject to a late fee of 6% per annum, calculated monthly, not in advance.

**3.5.** Client’s preferred method of payment to Escases is through bank EFT and shall require set-up documents from Escases to establish it as Payee. All amounts payable by CLIENT under or in relation to this Agreement should be made either by cash, cheque, bank draft, or wire transfer to the following bank account held by ESCases:

Account with Institution	
<b>Name: Toronto Dominion Bank</b>	Swift Code: TDOMCATTOR
Beneficiary	
<b>Account Name ESCases Inc</b>	Account Number 019020045236652

**3.6.** ESCases reserves the right to suspend the provision of Services in the event a payment obligation for such services is not met after 60 calendar days from the payment due date which is, in accordance with the terms of this Agreement, thirty (30) calendar days from the date of Escases’s accurate and complete invoice to Client. Escases agrees to make all reasonable and customary attempts to collect payment from Client prior to any potential suspension and to notify Client, in writing to both the operational and contractual POCs named hereunder, no less than thirty (30) calendar days prior to any potential suspension date. If any Escases invoices are incorrect or disputed by Client, the affected services shall not be at risk of suspension. Only the services which are the subject of Client’s non-payment shall be subject to potential suspension

**3.7.** CLIENT is responsible for paying HST and any other taxes applicable to the payments required to be made by it pursuant to this Agreement.

**3.8** Escases shall submit invoices only upon the successful delivery and acceptance of the work by the CLIENT in accordance with the specifications, requirements, and billing milestone schedule identified in Annex E, as applicable. Invoices shall include required supporting statements or certificates, which shall be sent under a separate email to the relevant Client POC. All invoices will be clearly identifiable with the required Agreement number stated clearly as “Purchase Order Number” at the top of the invoice; invoices must be provided in .pdf format with only one (1) attached invoice per email submission.

**3.9** Special billing provisions may be incorporated into the billing milestone issued hereunder. In no event shall invoiced amounts exceed the amount funded by Client, and in no event shall the total funding issued, and amounts invoiced, under this Agreement exceed the limits in Annex D and E. Client shall issue funding in accordance with the agreed upon fixed prices listed in Annex D and E; while the “per site” cost in Annex D shall remain unchanged, the list of sites is subject to change over time. Each invoice must be signed and

approved by an authorized representative of Escases who shall certify that the invoiced amounts are accurate and that Escases has, in its possession, records to substantiate the invoices submitted to Client.

**4.0 Invoices** must be submitted electronically to [lres@london.ca](mailto:lres@london.ca) and [epardy@london.ca](mailto:epardy@london.ca) and shall include the Agreement Number, stated clearly as “Purchase Order Number” at the top of the invoice which shall also include the Invoice Date and a unique Invoice Number; the period of performance for the services/work being invoiced, cost of each invoiced service(s) in accordance with the pricing in Annex D and E, and total costs for that period; the Subcontractor Name and address;. ESCases shall also separately subtotal taxable services, materials and supplies on each invoice.

#### **SECTION 4 – LICENSE TERM AND PAYMENT**

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**4.1.** Subject to CLIENT compliance with the terms and conditions of this Agreement, ESCases hereby grants CLIENT a non-exclusive right and license to distribute internally, for the use of its officers, members, managers, employees, agents, contractors, successors and assigns, the Case Management System, subject to the payment of periodic fees and compliance with the other terms and conditions of this Agreement.

**4.2. “Subscription Term”** shall mean that period during which CLIENT will have on-line access and use of the Case Management System in accordance with this Agreement. The Subscription Term shall commence on the Delivery Date, which Escases agrees to provide to Client after order processing and delivery are completed and shall continue for 12 months thereafter. Client shall have the sole and exclusive option of renewing the Subscription Term upon issuance of a Purchase Order to Escases with Client’s authorized funding for the renewal term. Client shall make every attempt to notify Escases in writing, via electronic mail, of its intent to renew a Subscription Term not later than 60 calendar days prior to the end of the first (or of any succeeding) Subscription Term and all renewals shall be in accordance with the same terms and conditions as set out in this Agreement. Client’s notification to Escases of its intent to renew a Subscription Term shall not commit Client to a renewal and the details of such notification are subject to change as the site(s) change over time. The Client shall have up to four (4) successive annual options to renew this Agreement, provided that the unexercised options expire if CLIENT does not renew in any preceding year. Client may deliver written notice of non-renewal to Escases at least 30 calendar days prior to the expiration of the then-current Subscription Term.

#### **4.3. Expiry and Termination**

- A. Upon termination of this Agreement or expiration of the Subscription Term, ESCases shall immediately cease providing the Services and all usage rights granted under this Agreement shall terminate.

- B. if ESCases terminates this Agreement due to a breach by CLIENT, then CLIENT shall immediately pay to ESCases all amounts then due under this Agreement. If CLIENT terminates this Agreement due to a breach by ESCases, then ESCases shall immediately repay to Customer all pre-paid amounts for any unperformed Services scheduled to be delivered after the termination date.
- C. Either Party may immediately terminate this Agreement for cause by written notice to the other Party and may regard the other Party as in default of this Agreement, if the other Party (i) becomes insolvent or bankrupt, (ii) makes an assignment for the benefit of creditors, (iii) to a trustee or receiver appointment, (iv) a trustee or receiver is appointed for its business or assets, or (v) voluntarily initiates bankruptcy or is the subject of involuntary bankruptcy proceedings and no successor assumes the Other Party's obligations under this agreement.

When requested by Client and within ten (10) calendar days from receiving such a request, but no less than twice annually, ESCases shall place the source code and associated documentation (together the "Source Code Materials") for the case management tools as used by Client and covered within the scope of this Agreement, with an escrow agent acceptable to both Parties with neither Party unreasonably withholding such agreement. The Source Code Materials means the source code and all related documentation reasonably required or needed for ESCases or its nominee to install, run, support, maintain (including to modify, compile and assemble) and otherwise use and make available the ESCases case management tools that are within the scope of this Agreement and in accordance with the terms of this Agreement. If Client terminates this Agreement for breach by ESCases or ESCases becomes insolvent or incapable of its performance, Client shall be entitled per the terms of the escrow agreement to access the Source Code Materials and use them in performance of its contract obligations for the term of its Agreement with the Ministry with no further obligation to ESCases.

- D. Termination for Convenience. CLIENT may unilaterally terminate this agreement, in whole or in part, without cause by written notice to ESCases. If terminated under this provision, CLIENT shall not be liable for any products delivered or services initiated and performed after sending to ESCases written notice of termination.
- E. Upon termination of this Agreement and upon subsequent written request by the disclosing party, the receiving party of tangible Confidential Information shall immediately return such information or destroy such information and provide written certification of such destruction, provided that the receiving

party may permit its legal counsel to retain one archival copy of such information in the event of a subsequent dispute between the parties.

- F. If this agreement is terminated, or when the final Term expires whichever occurs first, all information residing in the Case Management System shall be exported to a data file and returned to CLIENT by ESCases within thirty (30) calendar days of the end or termination effective date, with the data file format to be determined by the CLIENT which shall be within the group of normally utilized file formats at no cost to CLIENT.

## **SECTION 5 – TIMING AND DELAYS**

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The “*Delivery Date*” of the Case Management System is the date upon which the Case Management System, as upgraded by the Additional Feature Add-ons described in Section 2.3 and Annex B, shall be installed and initialized for Client’s use by Escases in accordance with the Billing Milestones (Annex E) and the terms of this Agreement. If either Party fails to meet agreed to deadlines as required by this Agreement, including the provision and utilization of complete data sets required for the functionality of the Case Management System in the SQL format required by ESCases, the Delivery Date may be postponed accordingly by the number of Business Days between the agreed to deadline and actual completion date. Neither Party shall be liable for the consequences (whether direct or indirect) of a delay caused entirely by the other Party.

## **SECTION 6 – NATURE OF RELATIONSHIP**

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ESCases agrees to perform the Services hereunder solely as an independent contractor. The Parties agree that nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. ESCases is and will remain an independent contractor in its relationship to CLIENT.

## **SECTION 7 – SUBCONTRACTING**

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In the performance of its obligations hereunder, ESCases shall have the right, in its sole discretion, to use third parties for the purposes of assisting it with completion of a one or more of the Services, *provided that* ESCases shall not be relieved from any of its obligations under this Agreement by doing so. ESCases shall require any such third party to conform with ESCases’s obligations hereunder.

ESCases will ensure that any agreement between ESCases and a third party related to the Project will:

- i. Include such provisions as are necessary to enable ESCases to comply with all the terms and conditions of the Agreement with respect to the Project for which the third party is to be responsible in the same manner as if the Project were provided by ESCases.
- ii. Be drafted in accordance with all Applicable Laws, Privacy Laws and the obligations of ESCases in the Agreement.
- iii. Include provisions requiring the third party.
  1. to keep and maintain for a period of seven (7) years from their creation all financial records and non-financial records relating to any monies ESCases provides the third party related to the Project.
  2. to allow ESCases or any Person ESCases designates:
    - a. upon twenty-four hours' Notice to the third party and during normal business hours, to enter upon the third party's premises to conduct an audit or investigation of the third party regarding the third party's compliance with the agreement between ESCases and the third party.
    - b. inspects and copy and remove any copies of any records and documents ESCases or any Person it designates, reviews.
  3. to the extent possible, assignment rights to the CLIENT or any third party designated by the CLIENT upon the termination or expiry of this Agreement in accordance with its terms, without any further consent from the third party or any additional, accelerated or other similar payments having to be made.
  4. to acknowledge that ESCases may be subject to disclosure in accordance with FIPPA and/or MFIPPA.
  5. to develop procedures for responding to wrongdoing.
  6. to have a conflict-of-interest policy in place.
  7. to adhere to communication requirements, including:
    - a. a requirement to acknowledge that the project is supported by the CLIENT.
    - b. a publication requirement that includes the statement: "The Government of Ontario and its agencies are in no way bound by the recommendations contained in this document."
    - c. a requirement for third party's delivering EO Programs to comply with the Visual Identity and Communication Guidelines for EO SSMS.

8. to outline obligations in relation to termination, e.g., continuation of service delivery until the effective date of the termination, implementation of wind-down procedures, etc.

9. to be prohibited from assigning the agreement without the consent of ESCases; and

10. to give the right for ESCases to provide the agreement between ESCases and third party to the CLIENT, which shall not be considered a breach of any confidentiality provisions of the relevant agreement.

## **SECTION 8 – INTELLECTUAL PROPERTY**

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**8.1.** CLIENT agrees that it will not interfere with the normal operation of the Software; will not itself, or allow any third party to copy, transfer, translate, reverse-assemble, reverse-compile, reverse-engineer or in any way derive from the Case Management System any source code or create derivative works based upon the Case Management System, or Documentation.

**8.2** CLIENT waives any objection to any Upgrade created for it by ESCases pursuant to this Agreement being used in other versions of the Case Management System for other customers of ESCases and waives all moral rights and *droits de suite* that it has now or may have in the future to the intellectual property rights existing in any of the works created for it by ESCases pursuant to this Agreement.

## **SECTION 9 – PRIVACY**

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### **9.2. Confidential Information**

(a) CLIENT hereby acknowledges and agrees that ESCases's performance of this Agreement may require ESCases to process, transmit and/or store CLIENT's Confidential Information, provided that ESCases shall restrict access to such Confidential Information to those of its directors, officers, employees, agents, partners, affiliates or subcontractors who have a need to know such information to provide the Services for the CLIENT. By submitting Confidential Information to ESCases, CLIENT agrees that ESCases and its Affiliates may process, transmit and/or store Confidential Information only to the extent necessary for, and for the sole purpose of, enabling ESCases to perform its obligations to under this Agreement, and for no other purpose whatsoever.

(b) The CLIENT shall be responsible for confirming, prior to providing Confidential Information to ESCases, whether the Confidential Information may be accessed pursuant to the *Freedom of Information and Protection of Privacy Act* (Ontario) ("FIPPA") and *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) ("MFIPPA"), and ESCases shall not access any such information where the CLIENT has advised ESCases that such information is no longer accessible in accordance with FIPPA and/or MFIPPA.

(c) ESCases agrees to use commercially reasonable data protection measures in the provision of the Services to protect Confidential Information., and that its data shall be stored on Servers within Canada.

(d) With respect to any Confidential Information provided by CLIENT and which is resident in the Case Management System, ESCases agrees to provide Records, as defined in FIPPA and MFIPPA, to the CLIENT within seven (7) calendar days and/or remove them from the Case Management System, after being directed by CLIENT, in writing, to do so. ESCases agrees that any Confidential Information provided by it to the CLIENT may be disclosed by the CLIENT, where it is legally obligated to do so under FIPPA and/or MFIPPA by an order of a Court or Tribunal having jurisdiction, and this provision shall prevail over any other inconsistent provision in the Agreement.

**9.3 Data Controller Function** In relation to all Confidential Information provided by or through CLIENT to ESCases, CLIENT will be responsible as sole “Data Controller” for complying with all applicable data protection or similar laws and laws that regulate the processing of Confidential Information. CLIENT agrees to obtain all necessary consents and make all necessary disclosures before including Confidential Information in Content and using the Case Management System. CLIENT confirms that CLIENT is solely responsible for any Confidential Information that may be contained in Content, including any information which any ESCases User shares with third parties on CLIENT’s behalf. CLIENT is solely responsible for determining the purposes and means of processing CLIENT Confidential Information by ESCases under this Agreement, including that such processing according to CLIENT’s instructions will not place ESCases in breach of applicable data protection laws. Prior to processing, CLIENT will inform ESCases about any special categories of data contained within CLIENT Confidential Information and any restrictions or special requirements in the processing of such special categories of data, including any cross-border transfer restrictions. CLIENT is responsible for ensuring that the ESCases meets such restrictions or special requirements.

#### **9.4 Data Security**

ESCases represents and warrants that all industry best practices and security measures are implemented and adhered to.

- (a) The Case Management System will be based on current security technologies which will remain updated, supported, and maintained throughout the Subscription Term of the agreement. The Case Management System will comprise of the following:
- Hosted and Computing provided through Microsoft Azure Canada public Cloud and Amazon Web Services.



- All web traffic is using HTTPS.
- All traffic will require authorization headers; and
- The CLIENT shall be provided with a separate MSSQL database on a shared instance.

(b) Escases must comply with the provincial guidelines relating to security and privacy set forth below. In addition, Escases shall put in place procedures that limit access to TWCP to only persons who are authorized to have access and for the purposes for which they are authorized. All persons with authorized access to provincial systems must comply with all security, acceptable use, conduct and other applicable ministry guidelines and policies as provided in the links below in this Section 10.8 as such policies exist as of the effective date of this Agreement:

- Security: GO-ITS 25.0 General Security Requirements:  
<https://www.ontario.ca/page/go-its-250-general-security-requirements>
- Privacy: Information Sensitivity Classification Guidelines:  
<https://www.ontario.ca/page/corporate-policy-information-sensitivity-classification>
- Ministry system standards are embodied in broader technology standards that are defined here: <https://www.ontario.ca/page/information-technology-standards>

(c) In the absence of well-established independent certifications of information and system security controls (such as a SOC 2 Type II, ISO 27001, or Cloud Security Alliance) for both the website/application security, as well as the security of the web hosting environment, EScases will:

**Website/application security (OWASP Application Security Verification Standard)**

(i) Provide and maintain, or allow the City of London to engage or perform, independent validation by a reputable application security assessor of implementation of OWASP ASVS v4.0.x Level 2 application security controls. Any exceptions to Level 2 controls, or acceptance of an alternative control framework (and exceptions thereto), must be managed and approved through standard City of London Information Technology Services (information security risk management) and Records Management (privacy management) processes.

(ii) Ensure that re-validation is performed on an annual basis at a minimum, or upon any significant changes to website/application functionality, or allow the City of London to engage or perform the same re-validation.

**Web hosting security (CIS Critical Security Controls)**

- (iii) Provide and maintain, or allow the City of London to engage, independent validation by a reputable application security assessor of implementation of relevant CIS version 8 security controls for ESCases' development, test, QA, and production CMS environments. Any exceptions to CIS controls, or acceptance of an alternative control framework (and exceptions thereto), must be managed and approved through standard City of London Information Technology Services (information security risk management) and Records Management (privacy management) processes.
  
- (iv) Ensure that re-validation is performed on an annual basis at a minimum, or upon any significant changes to website/application functionality, or allow the City of London to engage or perform the same re-validation.
  
- (d) ESCases will complete the City of London Information Security Questionnaire and agrees to resolve or mitigate any significant vulnerabilities detected in the systems prior to production usage. The City of London Information Security team will evaluate the significance and pertinence of any detected vulnerabilities and work with ESCases to propose mitigation strategies.
  
- (e) Furthermore, Escases agrees that all Users Data will be stored inside Canada residing in Canadian data centres with established ISO/IEC security standards meeting GO-ITS 25.0 General Security Requirements.

**9.5 Data Privacy**

- (a) Both ESCases and the CLIENT are responsible for complying with any obligations applying respectively to each party under applicable federal and provincial privacy laws and regulations. CLIENT is responsible for ensuring that all persons to whom it permits access to any Confidential Information stored on the Case Management System have the appropriate internal authorizations and passwords permitting such access.
  
- (b) Both ESCases and the CLIENT will ensure that Confidential Information is protected in accordance with the security safeguards communicated by the other and agreed to by the receiving party. Only the CLIENT can authorize the use or disclosure of data.
  
- (c) Both ESCases and the CLIENT will ensure that any third party to whom Confidential Information is transferred is bound by the applicable terms within this section.
  
- (d) In addition to the foregoing, the ESCases agrees:

- (i) to keep CLIENT records secure.
- (ii) to ensure the security and integrity of Confidential Information and keep it in a physically secure location safe from loss, alteration, destruction, or intermingling with other records and databases and to implement, use, and maintain the most appropriate products, tools, measures and procedures to do so.
- (iii) Not to access any Confidential Information for any purpose other than as described in this Agreement.

#### **9.6 FIPPA and MFIPPA.**

(a) ESCases acknowledges that the Government of Ontario is bound by the Freedom of Information and Protection of Privacy Act (Ontario) and that any information provided to the Government of Ontario in connection with this Agreement may be subject to disclosure in accordance with FIPPA.

(b) ESCases acknowledges that the CLIENT is bound by the Municipal Freedom of Information and Protection of Privacy Act (Ontario) and that any information provided to the CLIENT in connection with this Agreement may be subject to disclosure in accordance with MFIPPA.

### **SECTION 10 – FORCE MAJEURE**

A Party shall not be considered in breach of or in default under this Agreement on account of, and shall not be liable to the other Party for, any delay or failure to perform its obligations hereunder by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that Party's reasonable control (each a "**Force Majeure Event**"); provided however, that if a Force Majeure Event occurs, the affected Party shall, as soon as practicable:

- a. notify the other Party of the Force Majeure Event and its impact on performance under this Agreement; and
- b. use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations hereunder.

### **SECTION 11 – REPRESENTATIONS AND WARRANTIES**

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**11.1.** Each Party represents and warrants that:

- a. it has full power, authority and capacity to enter and perform its obligations under this Agreement and has taken all such action as is necessary, if any, to enter and perform its obligations under this Agreement.

- b. this Agreement is a legal, valid and binding obligation of the Party, enforceable against it in accordance with its terms.
- c. entering into this Agreement will not violate the charter, bylaws or other constitutional document(s) of the Party or any material contract to which it is also a party; and
- d. the Services shall be performed in a legally acceptable manner and shall not violate any applicable laws.

**11.2.** ESCases hereby represents and warrants that the Case Management System will perform in all material respects in accordance with the documentation. ESCases does not guarantee that the services will be performed error-free or uninterrupted. CLIENT acknowledges that ESCases does not control the transfer of data over communications facilities, including the internet, and that the Services may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. This section sets forth the sole and exclusive warranty given by ESCases (express or implied) with respect to the subject matter of this agreement. neither ESCases nor any of its licensors or other suppliers warrant or guarantee that the operation of the subscription service will be uninterrupted, virus-free or error-free, nor shall ESCases or any of its service providers be liable for unauthorized alteration, theft or destruction of customer's or any user's data, files, or programs.

11.3 ESCases represents, warrants to, and covenants with CLIENT that

- a. all the Services to be performed by it hereunder will be rendered in a competent and professional manner by knowledgeable, trained and qualified personnel consistent in all material respects with generally accepted industry standards reasonably applicable to the provisions thereof.
- b. it possesses all rights necessary to grant CLIENT the rights set forth in this Agreement and that the Services do not infringe any intellectual property rights or other third-party proprietary right; and
- c. is in compliance with and will continue to comply with all Applicable Laws including but not limited to Privacy Laws and Client Data requirements, as defined in Section 1 of this Agreement, related to any aspect of this Agreement.
- d. has provided and will continue to provide, or ensure that it is provided, for the term of the Agreement, training to any person involved in carrying out the Agreement on the relevant responsibilities of ESCases set out in the Agreement.
- e. it has a privacy policy that is consistent with the Canadian Standards Association Code for the Protection of personal information and the privacy policy is publicly available.

- f. has in place the necessary infrastructure and experienced employees to ensure compliance with ESCases' privacy policy.
- g. will provide notice of collection to the applicable persons and users, if required, and obtain and retain any consents that may be necessary to provide access to the Services and meet its obligations under the Agreement.
- h. will ensure that only authorized users have access to the ESCases platform and that the authorized users abide by the Terms and Conditions related to those systems and the representations made by us in this Agreement and in the users' respective registration forms.
- j. will ensure the secure and irreversible destruction or handover in accordance with CLIENT's direction to handover such paper records to CLIENT of paper records containing User Data or personal information where (i) the records are no longer needed to deliver the Services or to comply with the obligations under the Agreement, and (ii) ESCases received prior-written approval to destroy such records and destruction is consistent with written instructions from CLIENT. After the destruction is complete, the vendor will provide written confirmation of the destruction of the records and the destruction date.
- k. will ensure that electronic records containing User Data or personal information that are no longer needed to deliver the Services or to comply with the obligations under the Agreement are not accessible until secure and irreversible destruction of these records is possible and ESCases received prior-written approval to destroy such records and destruction is consistent with written instructions from CLIENT. After the destruction is complete, the vendor will provide written confirmation of the destruction of the records and the destruction date.
- l. will notify CLIENT as soon as ESCases becomes aware of a potential or actual breach of any of the privacy policy and the privacy protection provisions of the Agreement.
- m. will cooperate with CLIENT and its experts, subcontractors, and auditors in any audit of or investigation into a breach of the privacy policy and the privacy protection provisions of the Agreement.
- n. will not perform or fail to perform any action which could reasonably be expected to bring CLIENT or the Province into material disrepute in carrying out the Agreement.
- o. will ensure all User contact conducted on behalf of CLIENT or CLIENT's Service Provider in carrying out the Agreement will be by individuals located within Canada; and
- p. will ensure that all User Data related to carrying out the Agreement will be stored inside Canada residing in Canadian data centres with established ISO/IEC security standards

meeting G0-ITS 25.0 requirements (available at <https://www.ontario.ca/page/go-its-250-general-security-requirements>).

r. has, will maintain in writing, and will follow:

- a code of conduct and ethical responsibilities for all persons at all levels of the ESCases's organization; and,
- procedures to ensure we can comply with its respective obligations under Applicable Law, including for greater certainty Privacy Laws and any policies and procedures established by the CLIENT or ESCases with respect to the security of personal information of Users.

## **SECTION 12 - LIMITATION OF LIABILITY**

IN NO EVENT SHALL CLIENT BE LIABLE TO ESCASES FOR ANY LOST PROFITS, LOST SAVINGS, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **SECTION 13 - INSURANCE & INDEMNIFICATION**

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(a) ESCases covenants and agrees to maintain, during the term of this Agreement:

(i) Ontario Workplace Safety and Insurance Board coverage or General Employers Liability Insurance, as required by law; and

(ii) Commercial General Liability Insurance against claims for bodily injury or death, property damage or loss, indemnifying ESCases and its employees, servants, volunteers, contractors and agents to the inclusive per occurrence limit of not less than \$2,000,000.00; and

(iii) Combined Technology Security/ Professional Liability Insurance for financial loss arising out of an error, omission or negligent act in the rendering of Services, to the inclusive per occurrence limit of not less than \$2,000,000.00. **SECTION 14 - NOTICES**

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Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given by electronic mail to the respective Party as follows:

*If to ESCases:*

Name: Sath Ly

Phone Number: 613 583 8697

Email address: Sath.ly@ESCases.ca

Address: 285 Montreal Street, Kingston, Ontario, Canada K7K 3G9

Agreement Number:

*If to CLIENT:*

Name: []

Phone Number: []

Email address: []

Address: []

All notices shall be given by email with a Delivery and Read request to confirm receipt by the other Party.

## **SECTION 15 – CONFLICT OF INTEREST**

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ESCases hereby warrants to CLIENT that, to the best of its knowledge, it is not currently obliged under any existing contract or other duty that conflicts with or is inconsistent with this Agreement. ESCases is free to engage in other development activities; provided, however, ESCases shall not accept work, enter contracts, or accept obligations inconsistent or incompatible with its obligations or the scope of Services to be rendered for CLIENT pursuant to this Agreement.

## **SECTION 16 – DISPUTE RESOLUTION & GOVERNING LAW**

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**15.1.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada.

**15.2.** Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the Provincial or federal courts located in the Province of Ontario for the purpose of any action or proceeding brought by either of them in relation to or in connection with this Agreement.

## **SECTION 17 – SEVERABILITY**

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Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of that prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of that provision in any other jurisdiction.

## **SECTION 18 – AMENDMENT AND ASSIGNMENT**

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**17.1.** This Agreement may be amended in whole or in part only in writing signed by the Parties hereto.

**17.2.** Neither Party may assign its rights under this Agreement without the prior written consent of the other Party hereto.

## **SECTION 19 – ENTIRE AGREEMENT**

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This Agreement and the Annex attached hereto constitute the entire agreement between the Parties and supersede all previous negotiations, understandings and agreements, verbal or written with respect to any matters referred to in this Agreement except as specifically set out in this Agreement. The Annex hereto forms an integral part of this Agreement and is incorporated by reference herein.

## **SECTION 20 – COUNTERPARTS**

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This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement. To evidence the fact that it has executed this Agreement, a Party may send a copy of its executed counterpart to the other Party by electronic transmission and the signature transmitted by such transmission shall be deemed to be that Party's original signature for all purposes.

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## **SECTION 22 – RECORD MAINTENANCE**

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ESCases will keep and maintain for a period of seven years from their creation:

- A. all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to ESCases; and
- B. all non-financial records and documents relating to the Funds or otherwise to the Project.

1. **Records Review.** The CLIENT may, at its own expense, upon twenty-four hours' Notice to Escases and during normal business hours enter upon ESCases' premises to conduct an audit or investigation of ESCases regarding ESCases' compliance with the Agreement, including assessing any of the following:

- a. the truth of any of ESCases' representations and warranties.
- b. the progress of the Project.
- c. ESCases' allocation and expenditure of the Funds.

2. **Inspection and Removal.** For the purposes of any Records Review, the CLIENT may take one or both of the following actions:

- a. inspects and copy any records and documents referred to in Record Maintenance.
- b. removes any copies the CLIENT makes pursuant to section A., above.

3. **Cooperation.** To assist the CLIENT in respect of its rights provided for in Inspection and Removal, ESCases will cooperate with the CLIENT by:

- a. ensuring that the CLIENT has access to the records and documents wherever they are located, including records and documents in the possession of a Service Provider.
- a. assisting the CLIENT to copy records and documents.
- b. providing to the CLIENT, in the form the CLIENT specifies, any information the CLIENT identifies; and
- c. carrying out any other activities the CLIENT requests.

4. **Records Transfer.** At any time during the Term or after the expiry of the Agreement or the termination of the Agreement pursuant to the Financial Administration Act (Ontario) and Termination, upon the request of the CLIENT ESCases will transfer any records referred to in Record Maintenance to any Person identified by the CLIENT to facilitate the continuation or completion of the Project, or a similar project, including the continuation or completion of services to Users.

5. Collection and Review of Service Provider Records. ESCases will:
  - a. ensure that ESCases has unobstructed access to, and the right to always copy and retain copies of all records relevant to the delivery of the Project by Service Providers.
  - b. upon the CLIENT's request, obtain any relevant records from Service Providers or to respond to the CLIENT's requests for further information to be obtained from Service Providers and provide such records to the CLIENT within the timeframe indicated in the CLIENT's request.
  - c. in the event ESCases initiates a review, inspection or audit of a Service Provider's records with whom ESCases has contracted with for the delivery of the Project, ESCases shall provide Notice to the CLIENT and, upon the CLIENT's request, designate the CLIENT as a Person permitted to participate in any review, inspection or audit of the applicable Service Provider; and
  - d. in the event the CLIENT requests ESCases to undertake a review, inspection and/or audit of the records of a Service Provider with whom ESCases has contracted with for the delivery of the Project, ESCases will designate the CLIENT as a Person permitted to participate in any review, inspection or audit of the applicable Service Provider.

### 23. PROGRAM REVIEWS

Scheduled program / subcontract reviews to address

- System Performance
- Support (issues)
- Enhancement Status
- Any other issues or concerns by either party will occur monthly for the first 6-months after the date of the execution of this Agreement and quarterly thereafter.

Agreement Number:

**IN WITNESS WHEREOF**, and intending to be legally bound, the Parties have duly executed this Agreement as of the date first written above.

**ESCASES INC.**

**CLIENT.**

Per:

\_\_\_\_\_

Per: \_\_\_\_\_

I have authority to bind the corporation

Name            Sath Ly

Name

Position        President & CEO

Position

Date             December 1, 2022

Date

## ANNEX A

### Case Management System

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#### ESCASES CASE MANAGEMENT FEATURES

##### OVERVIEW

1. Microsoft outlook calendar integration
  2. Employers and Trainers Management
  3. Client Profile Management
  4. One way notification via email and SMS
  5. Contract Management
  6. Program Specific Reporting
  7. Mileage and Expense Management
  8. User roles management
  9. Digital File Storage
-

**ANNEX B**

**Case Management System Feature Add-ons**

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ESCases shall provide and maintain a working, tested and secure application interface to the Employment Ontario Information Systems – Case Management System (EOIS-CaMS). This interface shall meet the GO-ITS Information and Information Technology Standards for security and privacy referenced in Sec. 9.4 of this Agreement.

## ANNEX C

### Service Standards

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- **Response time:** 4 hours during Business Day 9am – 5 pm EST
- **Availability:** 99.9% Case Management System availability guarantee based on, and congruent with, AMS/Microsoft standards of availability
- **Return to service:** not more than 24 hours to full return to service following downtime incidents, if Bug resolution may, depending on the severity, take up to 48 hours.
- **Remote Correction** - remote correction of issues shall be the preferred standard.
- **on-site visits** – are not normally required, but On-site visits outside the Kingston area can be provided, on the pre-condition that ESCases and CLIENT agree as to the expenses that ESCases will incur in making any such on-site visit(s) and that CLIENT will reimburse such expenses.

**ANNEX D**

**Site Locations and Rate Table**

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<b>Organization</b>
London Regional Employment Services
ATN Access Inc.
Community Employment Choices
Community Employment Services – Ingersoll
Community Employment Services – Woodstock
CHS – London
College Boreal – London
Community Living Tillsonburg
Employment Services Elgin
West Elgin Support Services
Employment Solutions
Fanshawe College – London
Fanshawe College – Aylmer
Fanshawe College – St Thomas
Goodwill Career Centre
Hutton House Learning Centre
Leads Employment Services Inc.
London Training Centre
March of Dimes Canada
MCS Employment Resources
Pathways Employment Help Centre
Tillsonburg & District Multi-Service Centre
Women’s Employment Resource Centre
WILL Employment Solutions
Woodstock & District Developmental Services
Youth Opportunities Unlimited

**ANNEX E**

**Billing Milestone Schedule**

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**Subscription Term:**

The subscription term for the software-as-a-service offering shall be two years, commencing from the Effective Date of this Agreement.

**Billing Frequency:**

Billing shall occur annually throughout the subscription term.

**Payment Structure:**

For the first year of the subscription term, the CLIENT agrees to make an initial payment of 90% of the total annual subscription fee upon the execution of this Agreement.

The remaining 10% of the total annual subscription fee shall be payable upon successful implementation and deployment of the system.

**Annual Total:**

The total annual subscription fee is set at \$130,000.00, exclusive of applicable taxes.

**Taxes:**

All amounts specified in this billing schedule are exclusive of Harmonized Sales Tax (HST). HST will be applied to the total annual subscription fee at the prevailing rate.

**Amendment:** This billing schedule may be amended by mutual written agreement of the Parties.



**ANNEX F**

**Roles and Responsibilities**

<b>Role</b>	<b>Responsibilities</b>	<b>Assignment</b>
Technical administration	<ul style="list-style-type: none"> <li>• Responsible for overall system health and performance</li> <li>• Manages server configurations, updates, and backups.</li> <li>• Monitors resource utilization to address issues.</li> <li>• Manages data integrity, consistency and availability.</li> <li>• Ensures the security of the software and the associated data.</li> <li>• Addresses user issues raised through ticketing process.</li> </ul>	ESCASES INC.
User administration	<ul style="list-style-type: none"> <li>• Allocates licences.</li> <li>• Oversees service providers.</li> <li>• Evaluates user feedback to coordinate upgrade requests to ESCASES INC.</li> <li>• Liaises with ESCASES to address CaMS-related issues.</li> </ul>	LRES
Reporting specialist	<ul style="list-style-type: none"> <li>• Designs, develops and maintains customized reports.</li> <li>• Addresses user requests for specific data or analytics.</li> </ul>	LRES

## Report to Community and Protective Services Committee

**To:** Chair and Members  
Community and Protective Services Committee

**From:** Cheryl Smith  
Deputy City Manager, Neighbourhood and Community-Wide Services

**Subject:** Byron Monument Donation to Springbank Park

**Date:** January 8, 2024

## Recommendation

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions **BE TAKEN** with respect to the proposed donation of Byron Monument to the City of London for Springbank Park per Sections 4.1a) and 4.2b) of the City of London Donation Policy:

- a) that the donation of the Byron Monument and cash contribution of \$200,000 for installation and maintenance from the Byron-Springbank Legion Branch 533 (Monument Consortium) **BE ACCEPTED IN PRINCIPLE**; it being noted that the preliminary estimate of the total cost of the Byron Monument Project is \$400,000 to be fundraised by the Monument Consortium.
- b) that the acceptance identified above in part a) **BE CONDITIONAL** upon the Corporation entering into a formal Agreement for the work to be done related to the detailed design/fabrication, site placement, construction, ownership/maintenance of this Byron Monument donation at Springbank Park including a written valuation by an independent appraiser or other third-party supporting documentation to substantiate fair market value;
- c) that Civic Administration **BE DIRECTED** to report back at a future meeting of the Community and Protective Services Committee with a formal Agreement related to the approval in part a), above.
- d) that Byron-Springbank Legion Branch 533 (Monument Consortium) **BE THANKED** for their generous donation.

## Executive Summary

This report seeks Council approval to accept the Byron Monument (and cash contribution of \$200,000 for installation and maintenance) donation to the City of London for Springbank Park, as per Sections 4.1a) and 4.2b) of the City of London Donation Policy, from the Byron-Springbank Legion Branch 533 (Monument Consortium).

The acceptance of this donation “in principle” is proposed to be conditional upon the Civic Administration reporting back at a future meeting of the Community and Protective Services Committee with a formal Agreement with the Byron-Springbank Legion Branch 533 for the detailed design/fabrication, site placement, construction, ownership/maintenance of the Byron Monument at Springbank Park including a written valuation by an independent appraiser or other third-party supporting documentation to substantiate fair market value.

## Linkage to the Corporate Strategic Plan

The Byron Monument Donation proposal is aligned with the following strategic areas of focus in the City of London Strategic Plan 2023 – 2027:

- Wellbeing and Safety – Londoners have a strong sense of belonging and place; Create cultural opportunities that reflect the arts, heritage, and diversity of the community.
- Climate Action and Sustainable Growth – Infrastructure is built, maintained, and secured to support future growth and protect the environment; Continue to develop and maintain cultural assets in the community.

## Analysis

### 1.0 Background Information

Byron-Springbank Legion Branch 533 holds an annual Remembrance Day service in November in front of the Byron Library and Legion that requires blocking off Commissioners Road West for the Remembrance Day Parade. The Byron-Springbank Legion suggested that traffic congestion and public safety concerns could be alleviated if a new Byron Monument that paid tribute to veterans, could be erected in Springbank Park.

The proposed site location for the Byron Monument by the Byron-Springbank Legion Branch 533 would be at the end of North Street in Springbank Park, designed as a roundabout at the end of the parking lot (see Appendix ‘A’). This proposed location will be reviewed with Parks and Forestry Division, subject to detailed design and further discussions with Parks Operations Division.

South Korean artist Kay Jang, who lives in London worked with the Byron-Springbank Legion Branch 533 to create a preliminary conceptual design (see Appendix “B”) for the Monument that would fit within the proposed roundabout site. The purpose of the Monument is to honor our veterans and draw attention to their contribution to our city and society. It is to indicate that while some who served died, others were able to return to their homes and support others. The Monument is intended to be a non-lighted piece of art for contemplation as people walk by that will function as a reminder of our peace, security, freedom, and sacrifice.

#### 1.1 Previous Reports Related to this Matter

- City of London Donation Policy, Enacted June 13, 2017
- Public Art and Monuments Policy, Enacted June 26, 2018

### 2.0 Key Issues and Considerations

#### 2.1 The City of London Donations Policy

The Donations Policy [Donations Policy | City of London](#) includes the following definition of a donation: “means a gift, bequest, financial contribution, or in-kind contributions of tangible property such as art.” The following sections of the Donations Policy apply to the proposed financial contribution and the Byron Monument tangible property proposed to be donated to the City from the Byron Monument from the Byron-Springbank Legion Branch 533 (Monument Consortium):

##### Accepting Donations

Section 4.1a) states that “the City reserves the right in its sole discretion to accept or decline any donation”, and that “donations exceeding \$100,000 will be presented to City Council.”

Section 4.1h) Where the donor requests that conditions be placed on the use of the Donation, Legal Services must be consulted to ensure that the appropriate agreements are prepared prior to accepting the Donation.

## Gift In-Kind

Section 4.2a) In-kind Donations to the City must be free and clear of all encumbrances, conditions and restrictions and shall provide that use of the property shall be entirely at the discretion of the City. Section 4.2b) further requires that “final acceptance of an in-kind donation will require a transfer of title or ownership through a written agreement as to the future use and disposition” of the amenity.

In keeping with the City’s Donations Policy, the Civic Administration recommends that the donation of the financial contribution and the Byron Monument from the Byron-Springbank Legion Branch 533 (Monument Consortium) be accepted “in principle” until a formal Agreement is brought forward at a future meeting of the Community and Protective Services Committee for approval.

## **2.2 City of London Public Art and Monuments Policy**

The primary purpose of this Public Art and Monument Policy [Public Art / Monument Policy | City of London](#) is to provide a mechanism through which the City of London can acquire significant pieces of public art/monuments (including cenotaphs) for municipally owned public space through their purchase, commission, or donation. The Byron Monument Project would be considered to be a donation under this Policy.

## **2.3 Detailed Design, Site Placement and Construction of the Monument**

If approved, the Monument will be designed and fabricated at an estimated cost of \$100,000 by the Byron-Springbank Legion Monument Consortium for 2025 to be compliant with all applicable legislation in consultation with the Parks and Forestry Division. The detailed design of the Monument will encompass all considerations associated with risk mitigation, legal compliance including heritage alteration permit approval for Springbank Park, accessibility, and health and safety.

The Parks and Forestry Division will support the installation, including coordinating the construction of footings and surrounding hard surface/landscape) based upon the terms and conditions agreed upon in a formal Agreement.

Per the Public Notice Policy for recreation facilities and parks, public notice will commence upon Council approval to accept the donation from the Byron-Springbank Legion Branch 533 (Monument Consortium). This Public Notice will remain in place for a minimum of six weeks prior to any work beginning and will inform the public that this work will not displace any of the parks existing uses or any of its existing amenities.

## **3.0 Financial Impact/Considerations**

There is no new funding being requested by Administration through this recommendation report for the receipt of this donation or impact on the City’s 2024 – 2027 Multi-Year Budget. Initial discussions have taken place with the Byron-Springbank Legion Branch 533 (Monument Consortium), and the anticipated preliminary budget for the installation of this project by the City includes:

<b>Byron Monument Construction and Maintenance Components</b>	<b>Preliminary Budget Estimate</b>
Paving and retaining walls	\$105,000
Planting beds and landscape restoration	\$ 15,000

<b>Byron Monument Construction and Maintenance Components</b>	<b>Preliminary Budget Estimate</b>
Site furniture and plaque	\$ 20,000
Maintenance Contribution	\$ 10,000
Contingency	\$ 50,000
<b>Total Cash Funding to City</b>	<b>\$200,000</b>

The maintenance of the Byron Monument would be part of the City's Public Art and Monument Lifecycle Cultural Renewal (LCR) Program that is managed by Culture Services in partnership with the City of London's Facilities Division. This maintenance management would require a cash contribution of \$10,000 from the Byron-Springbank Legion Branch 533 (Monument Consortium).

The Byron-Springbank Legion Branch 533 (Monument Consortium) will be launching its fundraising campaign in 2024 to raise approximately \$400,000 in funds from the community to cover the total project costs of the Byron Monument. The following are the additional Byron Monument creation, valuation, transportation and crane placement and education components that are required for the completion of this project:

<b>Byron Monument Creation, Valuation, Transportation, Placement and Education Components</b>	<b>Preliminary Budget Estimate</b>
Design and fabrication of Monument	\$100,000
Professional third-party valuation of the Byron Monument	\$1,000
Transportation and Crane	\$7,000
Education	\$75,000
Contingency	\$17,000
<b>Additional Funding Required</b>	<b>\$200,000</b>

## **Conclusion**

Once the Byron-Springbank Legion Branch 533 (Monument Consortium) has raised the required amount of fundraising (preliminary estimate \$400,000) to complete the Byron Monument Project, Civic Administration will come back to a future Community and Protective Services Committee meeting with a formal Agreement for approval between the City of London and the Byron-Springbank Legion Branch 533.

**Prepared by:** Robin Armistead, Manager, Culture Services

**Concurred by:** Paul Yeoman, Director, Parks and Forestry

**Recommended by:** Cheryl Smith, Deputy City Manager, Neighbourhood and Community-Wide Services

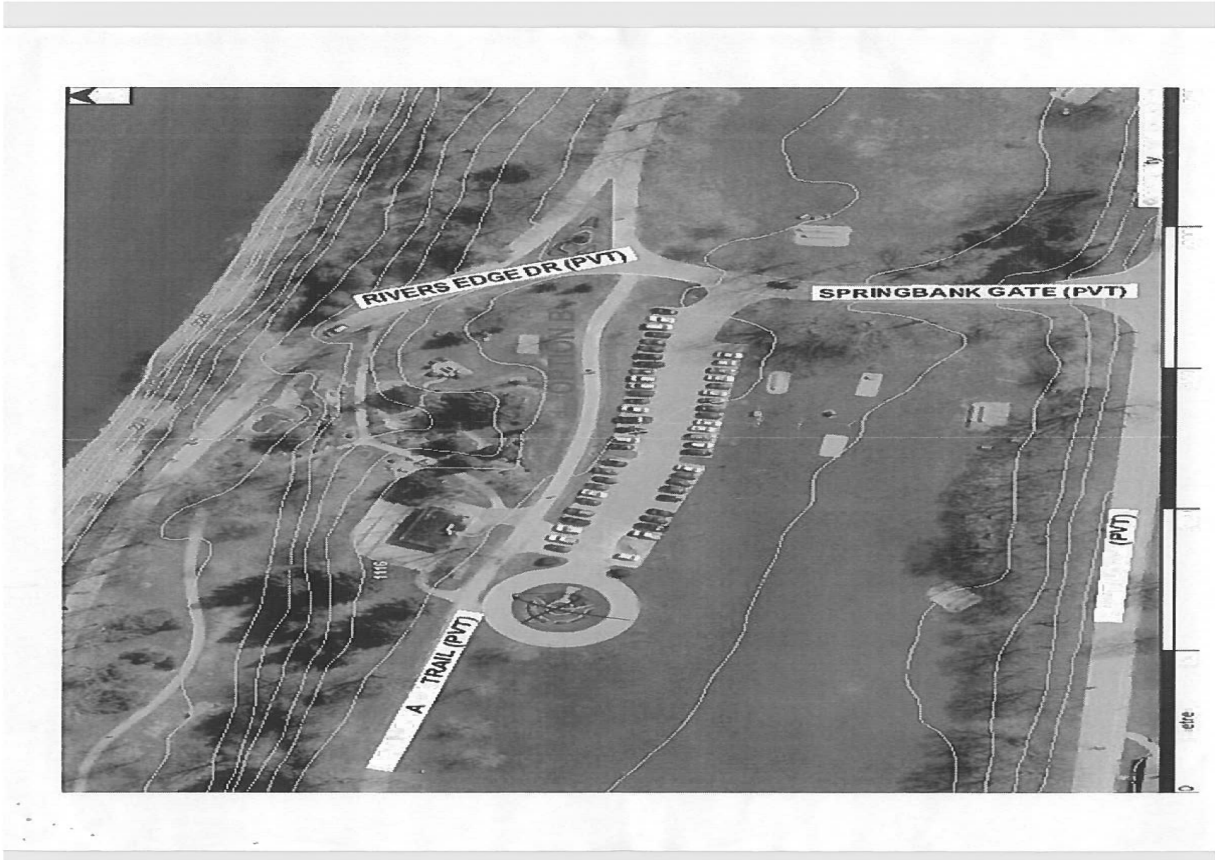
**cc:** Reverend Frank Mantz, Byron Monument Committee Chair

Ed Holder, Byron Monument Committee Member

**Appendix A: Proposed Site Location in Springbank Park**

Appendix A is the the Byron-Springbank Legion Branch 533 (Monument Consortium) proposed site location aerial photo of the end of North Street in Springbank Park designed as a roundabout at the end of the parking lot.

This proposed location will be reviewed with Parks and Forestry Division, subject to detailed design and further discussions with Parks Operations Division.



**Appendix B: Proposed Byron Monument**

Appendix B is the preliminary conceptual design of the proposed Byron Monument provided to the City by the Byron-Springbank Legion Branch 533 (Monument Consortium).



Dear Members of the Community & Protective Services Committee:

Our Committee representing Byron-Springbank Legion Branch 533, along with the support of the broader area-Legion leadership, respectfully request your support in locating a new Byron Legion Monument in Springbank Park. This has been a long-desired project for the Legion to undertake. Considerable background work has been done already, including a detailed design, site selection and donations of goods and services to get us to this point.

Our Committee has met with City Staff in Parks, as well as with Ms. Armistead in Cultural Services to ensure the public art component and location are consistent with the City's approach to use of public spaces. We have also met with Deputy Mayor Lewis—drawing on his experience with the Holy Roller restoration efforts and ongoing engagement with our Veterans community, and with Councillor Anna Hopkins as the Ward she represents would be the home of this monument. She has a long-standing relationship with the Byron Legion, and we appreciate her feedback and support of this initiative.

Our Committee will be responsible for all the fundraising for the Monument, honouring Veterans and our Fallen. Our ask of the City is permission to utilize the space in Springbank Park mutually agreed upon by the Legion members and City Staff as the appropriate location.

We have included for your consideration the 3D rendering of the proposed monument and its proposed location. We are requesting the item be a part of the "Items for Direction" of your next meeting, at which time we would appreciate being granted delegation status in order to properly respond to any questions you might have.

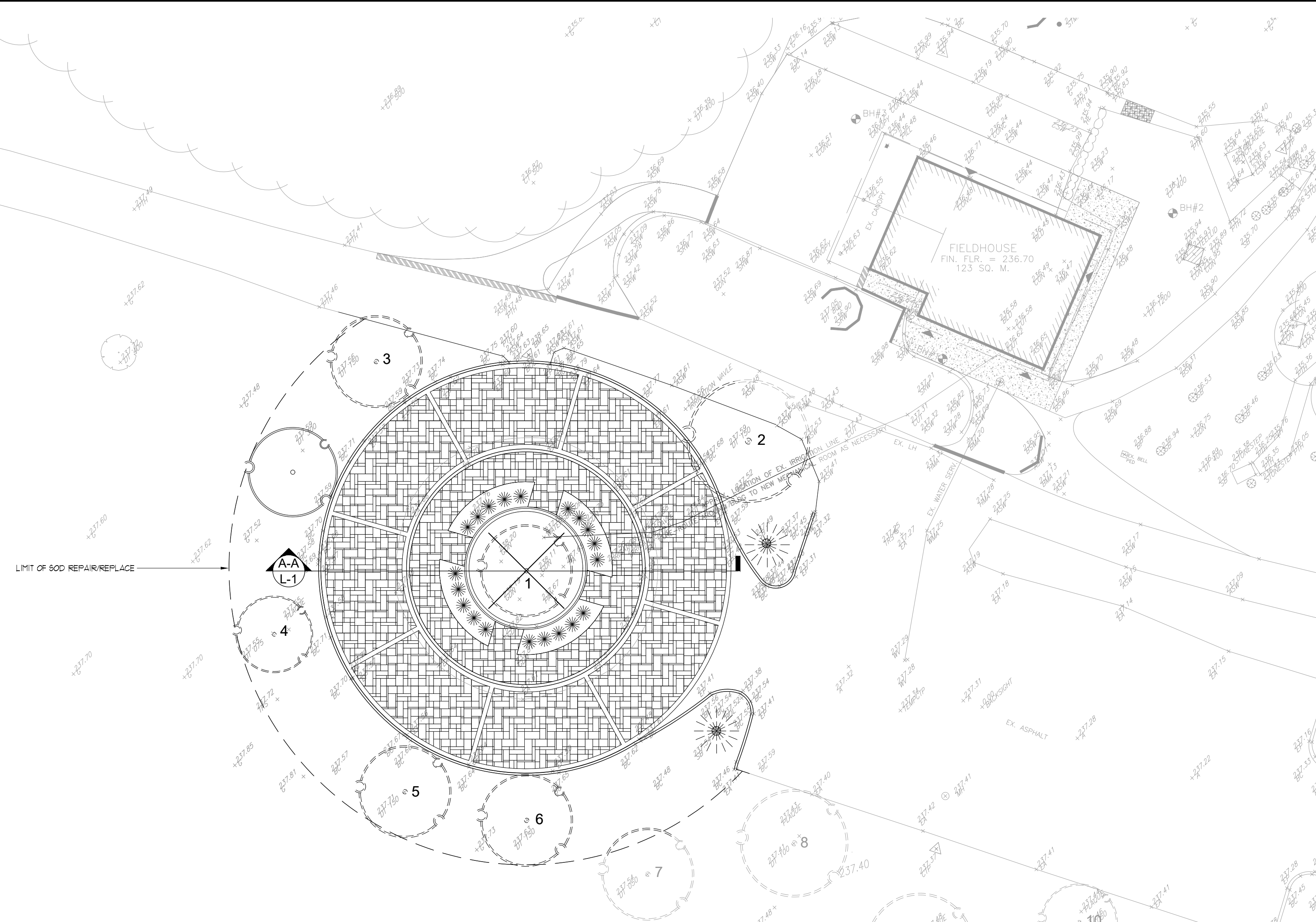
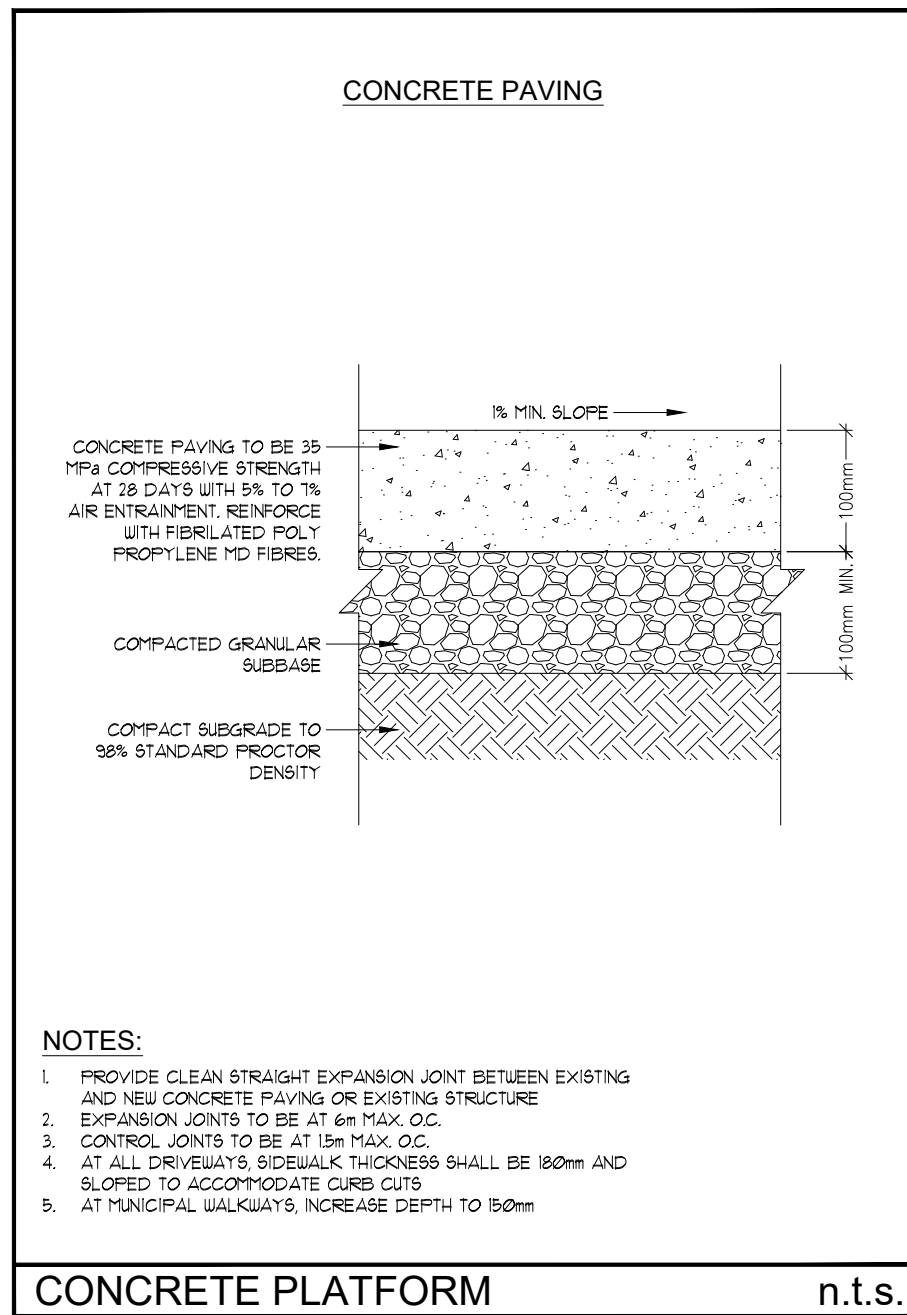
Thank you and warm regards,

Reverend Frank Mantz  
Committee Chair

Ed Holder  
Committee Member

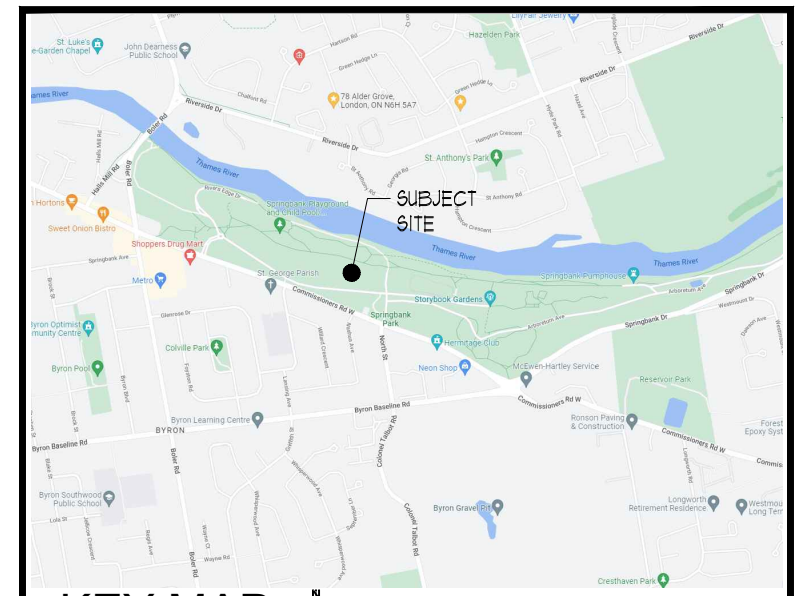


TREE INVENTORY CHART										
GENERAL INFORMATION			SIZE		HEALTH & CONDITION			RECOMMENDATIONS		
ID #	BOTANICAL NAME	COMMON NAME	LOCATION	DBH (cm)	CANOPY HAZARD	STRUCTURAL FORM	HEALTH	COMMENTS	RECOMMENDATION	PRESERVE OR REMOVE
1	Betula papyrifera	Paper Birch	Springbank Park	15, 12, 10, 8, 4	3	5	fair	multi-stem 6, primary union	remove	remove
2	Malus spp	Apple	Springbank Park	24	4	5	good	dbh taken below primary union, narrow unions	preserve	preserve
3	Malus spp	Apple	Springbank Park	22	3	5	good	minor healing wounds	preserve	preserve
4	Malus spp	Apple	Springbank Park	21	2.5	5	good	memorial tree, recently pruned	preserve	preserve
5	Malus spp	Apple	Springbank Park	24	3	5	good	minor basal wound	preserve	preserve
6	Malus spp	Apple	Springbank Park	25	3	5	good	minor healing wounds	preserve	preserve
7	Quercus robur	English Oak	Springbank Park	24	3	4.5	fair	recently pruned, wounds on	preserve	preserve
8	Quercus robur	English Oak	Springbank Park	31	3.5	4.5	fair	recently pruned	preserve	preserve
9	Acer saccharinum	Sugar Maple	Springbank Park	23	3	5	good	memorial tree	preserve	preserve
10	Quercus rubra	Red Oak	Springbank Park	21	2.5	5	good	memorial tree	preserve	preserve



**GENERAL PLANTING SPECIFICATIONS:**

- BASE INFORMATION SUPPLIED BY
  - ENGINEERING INFORMATION SUPPLIED BY
  - CONTRACTOR TO MAKE THEMSELVES FAMILIAR WITH ALL RELATED SPECIFICATIONS
  - CONTRACTORS ARE RESPONSIBLE FOR REVIEW OF ALL SPECIFICATIONS AND RELATED DRAWINGS WITH SELECTED SUB-CONTRACTORS AS THEY PERTAIN TO WORK AS OUTLINED ON LANDSCAPE ARCHITECTURAL WORKING DRAWINGS AND SPECIFICATIONS
  - REPORT ALL DISCREPANCIES TO THE LANDSCAPE ARCHITECT DURING TENDERING PROCESS ERRORS AND/OR OMISSIONS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR
  - CONTRACTOR SHALL MAINTAIN ALL LANDSCAPED AREAS UNTIL OWNER ACCEPTANCE OF PROJECT, CONTRACTOR TO NOTIFY LANDSCAPE ARCHITECT IN WRITING ON COMPLETION OF PROJECT FOR A SITE WORK COMPLETION CERTIFICATE AS WELL AS THE COMPLETION OF THE ACCEPTANCE OF PROJECT
  - ALL WORKMANSHIP TO BE WARRANTED FOR ONE YEAR UNLESS OTHERWISE STATED, WARRANTY PERIOD WILL BEGIN ON FINAL ACCEPTANCE OF PROJECT
  - ALL WORKMANSHIP TO COMPLY WITH THE CANADIAN LANDSCAPE STANDARDS
  - ALL NURSERY STOCK TO BE #1 NURSERY GROWN AND MUST COMPLY WITH THE CANADIAN NURSERY LANDSCAPE ASSOCIATION'S 'CANADIAN NURSERY STOCK STANDARD' LATEST EDITION
  - ALL LANDSCAPING IS TO BE INSTALLED PRIOR TO THE END OF THE FIRST GROWING SEASON FOLLOWING THE OCCUPANCY OF THE SITE DEVELOPMENT UNLESS OTHERWISE STATED
  - CONTRACTOR IS RESPONSIBLE FOR ALL UNDERGROUND UTILITIES AND MUST SUPPLY THE LANDSCAPE ARCHITECT WITH COPIES OF LOCATE CERTIFICATES PRIOR TO COMMENCEMENT OF WORK
- GRAVING**
- CONTRACTOR TO ENSURE POSITIVE DRAINAGE IN ALL AREAS
  - ALL GRADING TO BE IN ACCORDANCE WITH SITE ENGINEER'S DRAINAGES
  - SOIL SHALL BE SCARIFIED FREE OF ALL STONES, ROOTS, BRANCHES LARGER THAN 1" (25MM) AND COMPACTED TO 88% S.P.D.
  - ALL SUBSOIL TO BE SCARIFIED TO A DEPTH OF 6" (150MM) PRIOR TO THE INSTALLATION OF TOPSOIL TO ENSURE NO HAZARDOUS CONDITIONS
  - CONTRACTOR TO NOTIFY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF TOPSOIL TO APPROVE SUBBASE
  - DIRECT ALL RAINLEADERS AND SUMP LEADERS AWAY FROM PLANTING BEDS AND TO THE DESIGNATED SWALES
  - NOTIFY LANDSCAPE ARCHITECT IN WRITING OF ANY SUBSTANTIAL SET CONDITIONS
- TOPSOIL**
- AT THE CONTRACTOR'S EXPENSE A SOIL TEST IS TO BE COMPLETED BY A REPUTABLE LABORATORY, THE SOIL TEST IS TO BE COMPLETED AND IF NECESSARY, RECOMMENDATIONS FROM THE LABORATORY ARE TO BE INCLUDED, THE RESULTS OF SOIL TESTS AND RECOMMENDATIONS ARE TO BE PROVIDED TO THE LANDSCAPE ARCHITECT FOR APPROVAL ONE WEEK PRIOR TO WORK COMMENCEMENT
  - TOPSOIL FOR PLANTING BEDS IS TO BE A FERTILE, FRIABLE, NATURAL LOAM TO A MINIMUM DEPTH OF 8" (450MM) AND A MINIMUM DEPTH OF 4" (100MM) FOR TURF AREAS - UNLESS OTHERWISE STATED - TOPSOIL SHALL CONTAIN NOT LESS THAN 4% ORGANIC MATTER FOR CLAY LOAMS AND NOT LESS THAN 2% ORGANIC MATTER FOR SANDY LOAM TO A MAXIMUM OF 15% AND CAPABLE OF SUSTAINING #1 GRADE PLANT GROWTH FREE OF SUBSOIL CONTAMINATION, ROOTS AND STONES OVER 50MM DIAMETER REASONABLY FREE OF WEEDS, AS DETERMINED BY THE LANDSCAPE ARCHITECT, AND HAVING A PH RANGING FROM 6.0 TO 7.0
  - IF TOPSOIL IS TO BE STOCKPILED FOR USE ON SITE DEVELOPMENT, AVOID MIXING TOPSOIL WITH SUBSOIL, LIMIT HEIGHT OF STOCKPILE TO 3M TO RETAIN SOIL MICROORGANISMS AND SOIL VIABILITY AND FERTILITY
  - IF APPLICABLE, ALL WORK IN ANY ROAD ALLOWANCE SHALL MEET THE MINIMUM SPECIFICATIONS OF THE MUNICIPALITY, ENSURE A MINIMUM OF 100MM TOPSOIL IS INSTALLED IN BOULEVARDS
  - PROTECT THE MUNICIPALITY OWNED ROAD ALLOWANCE(S) BOULEVARD(S) FROM COMPACTION OR SOIL CONTAMINATION
- MULCH**
- ALL TREES, SHRUB PITS AND PLANTING AREAS ARE TO BE MULCHED UNLESS OTHERWISE NOTED
  - CONTRACTOR TO INSTALL 3" (75MM) OF GRO-BARK MEDIUM MULCH IN ALL AREAS
  - ALTERNATIVES THAT BE ACCEPTED - CONTRACTOR TO PROVIDE 3 SAMPLES FOR WRITTEN APPROVAL TO THE LANDSCAPE ARCHITECT
- PLANT MATERIALS**
- CONTRACTOR TO VERIFY ALL PLANT MATERIAL ON DRAWING(S) AND PLANT MATERIAL LIST(S), REPORT ALL DISCREPANCIES AT TENDERING PROCESS
  - SUBSTITUTIONS WILL NOT BE ACCEPTED WITHOUT WRITTEN CONFIRMATION BY THE LANDSCAPE ARCHITECT
  - PLANTINGS MAY BE ADJUSTED TO SUIT UTILITIES STRUCTURES AND AESTHETIC CONCERNS, ADJUSTMENTS ARE TO BE MADE UNDER THE DIRECTION OF THE LANDSCAPE ARCHITECT, ADJUSTMENTS TO PLANTING WITHOUT CONSENT OF LANDSCAPE ARCHITECT AND OR PROJECT MANAGER MAY NOT MEET INTENT OF DESIGN AND OR MUNICIPAL APPROVALS, PLANT MATERIAL THAT HAS TO BE RELOCATED AS A RESULT WILL BE AT THE COST OF THE CONTRACTOR
  - LANDSCAPE ARCHITECT TO INSPECT ALL PLANT MATERIAL ON SITE OR AT ITS SOURCE PRIOR TO INSTALLATION, CONTRACTOR IS TO GIVE LANDSCAPE ARCHITECT 48 HRS NOTICE FOR INSPECTION
  - CONTRACTOR TO NOTIFY LANDSCAPE ARCHITECT IN WRITING IF ADVERSE WEATHER MAY IMPACT THE HEALTH OF THE PLANT MATERIALS AT TIME OF PLANTING, IE. TEMPERATURE, PRECIPITATION
  - ALL TREE PITS SHALL BE AT LEAST 2 FT. (600MM) UNDER THAN BALL OF THE TREE TO BE PLANTED AND SHALL BE DEEP ENOUGH SO THAT THE TOP OF BALL IS AT THE SAME LEVEL AS SURROUNDING GRADE, A MINIMUM OF 6" (150MM) OF BACKFILL SHALL BE PLACED UNDER BALL, TREE PITS ARE NOT TO BE LEFT OPEN OVER NIGHT
  - SHRUB BEDS SHALL BE EXCAVATED TO A DEPTH OF 8" (450MM) AND FILLED WITH APPROVED BACKFILL MATERIAL, SHRUB BEDS ARE NOT TO BE LEFT OPEN OVER NIGHT
  - ALL TREES SHALL HAVE AN EARTH SAUCER AT ITS BASE WITH A DIAMETER AS LARGE AS EXCAVATED AREA AND SHAPED TO RETAIN WATER (SEE DETAIL), EARTH SAUCER TO HAVE APPROVED MULCH INSTALLED TO A MINIMUM DEPTH OF 1.5" (38MM)
  - ALL BURLAP SHALL BE CUT AND BURIED BELOW SURFACE DURING PLANTING
  - ALL EVERGREENS ARE TO BE WRAPPED THE FIRST WINTER AT THE EXPENSE OF THE LANDSCAPE CONTRACTOR
  - ALL SHRUBS PLANTED WITHIN 10' OF SALTED ROADWAYS, PARKING AND SIDEWALKS TO BE PROTECTED WITH SILT FENCING THROUGHOUT THE FIRST WINTER AFTER INSTALLATION AT THE EXPENSE OF THE LANDSCAPE CONTRACTOR (OPTIONAL)
  - DIRECT ALL RAINLEADERS AND SUMP LEADERS AWAY FROM PLANTING BEDS AND TO DESIGNATED DRAINAGE SWALES
  - DO NOT INSTALL PLANT MATERIAL IN DRAINAGE SWALES
  - CONTRACTOR IS TO REMOVE ALL STAKES AND GUY WIRES AFTER 2 FULL GROWING SEASONS
- SOD**
- ALL LANDSCAPED AREAS TO BE SODDED TO THE STREET CURB (S) UNLESS OTHERWISE STATED
  - CONTRACTOR TO ENSURE (WHERE APPLICABLE) ALL PLANTING BEDS ADJACENT TO TRAFFIC ISLANDS, INTERIOR SITE CURBING AND SIDEWALKS HAVE A 30% (10% SOD MAINTENANCE STRIP) INSTALLED
  - ANY SODDING OR WORKS ON LANDS ADJUTING THE PROPERTY FROM THE LOT LINES TO SIDEWALK AND CURBING SHALL BE COMPLETED OR REPAIRED TO THE SATISFACTION OF THE LANDSCAPE ARCHITECT, CITY, AND OR REGIONAL MUNICIPALITY UNLESS OTHERWISE STATED
  - SOD SHALL BE CERTIFIED #1 CULTIVATED TURF GRASS GROWN AND SOLD IN ACCORDANCE WITH THE CLASSIFICATIONS OF THE NURSERY SOD GROWERS ASSOCIATION OF ONTARIO, AT TIME OF SALE IT SHALL HAVE A STRONG FIBROUS ROOT SYSTEM AND SHALL BE CUT IN PIECES APPROXIMATELY ONE SQ.YD (900 M<sup>2</sup>) IN AREA WITH THE SOIL PORTION BEING 3/4" (19MM)
  - SOD TO BE FERTILIZED AT THE APPROPRIATE RATES AS INDICATED BY SOIL TESTS COMPLETED BY A REPUTABLE SOILS LABORATORY
  - UPON INSTALLATION AREAS SHOULD BE WATERED SO AS TO SATURATE SOD AND THE UPPER 4" (100MM) OF BACKFILL, TOPSOIL, AFTER SOD AND SOIL HAVE DRIED SUFFICIENTLY TO PREVENT DAMAGE, IT SHALL BE ROLLED WITH A ROLLER PROVIDING 1500 LBS. (68KG) PRESSURE PER SQ.FT.
  - CONTRACTOR TO REPAIR ALL DAMAGED AREAS TO THE SATISFACTION OF THE LANDSCAPE ARCHITECT AND OR CLIENT



KEY MAP



ALL DRAWINGS REMAIN THE PROPERTY OF THE LANDSCAPE ARCHITECT AND SHALL NOT BE REPRODUCED OR REUSED WITHOUT THE LANDSCAPE ARCHITECT'S WRITTEN PERMISSION.

THIS DRAWING SHALL NOT BE USED FOR CONSTRUCTION OR TENDER PURPOSES UNLESS SIGNED AND DATED BY BARRY R. MURPHY, O.A.L.A. C.S.L.A. LANDSCAPE ARCHITECT, LONDON, ONTARIO (519) 667-3322.

Barry R. Murphy, O.A.L.A. C.S.L.A. DATE

DATE	DESCRIPTION	No.
APR2423	ISSUED FOR REVIEW	1
APR123	ISSUED OPTION 1 FOR PRICING	2
JAN1023	ISSUED FOR COORD	1

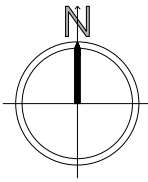
PLOTTING INFORMATION  
PLOTTED DATE = APR.24.24  
PLOTTED SCALE = 1:1



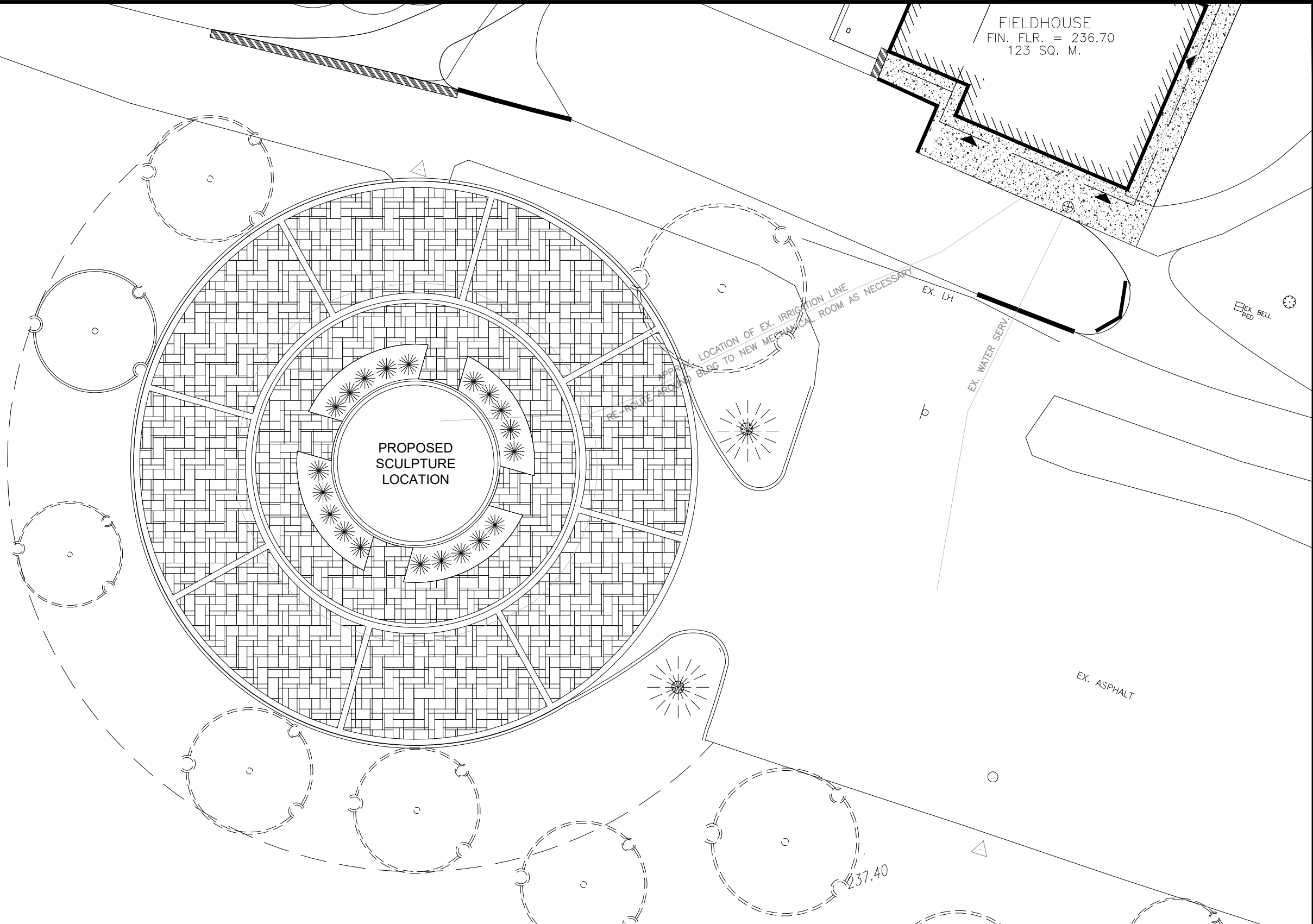
PROJECT TITLE:  
**BYRON LEGION MONUMENT**  
SPRINGBANK PARK  
LONDON, ONTARIO

DRAWING TITLE:  
**DRAFT LANDSCAPE PLAN OPTION 1**







DATE: JANUARY 2023	SCALE: AS NOTED	DRAWING No. L-1
DRAWN: RKLA Inc.	CHECKED BY: B.R.M.	
PROJECT No. 22-305Lf		



FIELDHOUSE  
FIN. FLR. = 236.70  
123 SQ. M.



**LEGEND**

-  PROPOSED DECIDUOUS TREES
-  PROPOSED PLANTINGS
-  PROPOSED PAVING
-  PROPOSED RETAINING WALL
-  EXISTING DECIDUOUS TREES TO REMAIN
-  EXISTING CONIFEROUS TREES TO REMAIN

TITLE:

## CONCEPT PLAN BYRON LEGION MONUMENT

SPRINGBANK PARK  
LONDON, ON



**RON KOUDYS  
LANDSCAPE  
ARCHITECTS**  
368 Oxford Street East, London, Ontario, N6A 1V7  
Tel: (519) 667-3322, Fax: (519) 645-2474

PROJECT NUMBER: 22-305 Lf	SCALE: 1:200
DRAWN BY: RKLA Inc.	DATE: JUNE 2023
DRAWING NUMBER:	L-1



TITLE:

CONCEPT RENDER  
**BYRON LEGION MONUMENT**  
SPRINGBANK PARK  
LONDON, ON

PROJECT NUMBER: 22-305 Lf	SCALE: N.T.S.
DRAWN BY: RKLA Inc.	DATE: JUNE 2023
DRAWING NUMBER:	L-2



300 Dufferin Avenue  
 P.O. Box 5035  
 London, ON  
 N6A 4L9

London  
 CANADA

December 12, 2023

Dear Colleagues,

As you are all aware particularly with regard to the situation with the Webster St. apartments in Ward 3 earlier this year which gained considerable media attention, but not limited to that location, the issue of renovictions and its' impact on our community is a serious one. More often than not it is not the large purpose built rentals, but conversion rentals and location with only a small number of units being impacted. But the cumulative impact is a reduction in affordable housing in our community.

At the same time, the Residential Tenancies Act and the Landlord Tenant Board dispute mechanism are wholly the jurisdiction of the Provincial Government and not within the scope of the Municipal Government to address. In fact, we believe it is critical to underscore the importance of a consistent application of tenant and landlord rights across the province, as a municipality by municipality approach only creates further instability and uncertainty in regard to what protections apply where.

However, we do believe that the municipality, through our municipal licensing and by-law tools, may have some options to implement some procedural measures to extend additional fairness to ensure existing provincial processes such as N12 and N13 notice issuances and municipal process such as issuing of Residential Rental Unit Licensing, building permits and inspections, and other tools are properly aligned. To that end, we are seeking your support for the following motion:

*Civic Administration BE DIRECTED to report back to the Community and Protective Services Committee with recommendations on a spectrum of municipal options to limit or prevent renovictions, including but not limited to amendments to or new municipal by-laws, policies and programs by the end of Q3 of 2024.*

We recognize that some municipalities are experimenting with a number of approaches, none of which are fully implemented or tested yet. We believe it is important to give staff an opportunity to review all options before reporting to Council.

Sincerely,

Shawn Lewis  
 Deputy Mayor  
 Councillor, Ward 2

Peter Cuddy  
 Councillor, Ward 3

Josh Morgan  
 Mayor

Please add this motion to the Added Agenda for the Monday CPSC meeting:

The issue of displacement and its impact on our community is a serious one and the cumulative impact is a reduction in safe and affordable housing in London. The problem affects tenants living in both purpose built rental units and converted dwelling units.

While the Residential Tenancies Act dispute mechanism procedures are within the jurisdiction of the Provincial Government, municipal licensing and property standard by-laws nonetheless provide tools to provide additional fairness and protection to London tenants facing eviction through no fault of their own under N12 and N13 notices, or under circumstances where property standards have not been maintained.

To that end the following motion is proposed:

Civic Administration BE DIRECTED to report back to the Community and Protective Services Committee with recommendations on a spectrum of municipal options to limit or prevent renovictions, including but not limited to amendments of existing or new municipal by-laws, policies and programs by the end of Q2 of 2024.

(a) These measures may include:

(1) specifying the content of a new by-law to require landlords serving N12 (renovation) or or N13 (owner occupancy) eviction notices to provide a copy of such notices with the city;

(2) identifying additional measures to promote compliance with applicable building standard by-laws including proactive enforcement, improved procedures for responding to property standard complaints, and conducting general education about property standard requirements;

(3) amending section 3.1 of the rental unit licensing by-law to raise the threshold for exemptions for apartment buildings;

It being noted that some municipalities are experimenting with a number of approaches, none of which are fully implemented or tested yet, the report should include a scan of measures being undertaken or considered in other municipalities; and

It being further noted that this referral to staff is without prejudice to the ability of the CPSC to add additional matters pertaining to this subject.

**DEFERRED MATTERS**

**COMMUNITY AND PROTECTIVE SERVICES COMMITTEE**

as of December 12, 2023

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
1.	<p><b><u>Signage Containing Graphic Images of Alleged Aborted Fetuses</u></b>                      The Civic Administration BE DIRECTED to report back to a future meeting of the Community and Protective Services Committee with respect to potential changes that could be made to the Sign By-law related to the prohibition of the display of graphic images in public</p>	July 26, 2022	Q1 2024	S. Mathers	
2.	<p><b><u>Thames Pool Condition Update and Repair Options</u></b>                      That the Civic Administration BE DIRECTED to take the following actions with respect to the Thames Pool:                      a) proceed with the process to decommission Thames Pool;                      b) undertake a community consultation with respect to implementing potential new amenities in Thames Park, including but not limited to, pickleball courts, basketball courts, or other amenities;                      c) undertake a review of the feasibility of a new spray pad installation in Thames Park or in Wortley on the Village Green, in consultation with the community on preferred location;                      d) undertake a feasibility study for the location of a potential new indoor pool opportunity including; Murray Park, Rowntree Park, and other appropriate city owned properties within the same general geographic service catchment area as Thames Pool;                      e) continue to work with the community to provide transportation opportunities to other aquatic facilities; and,                      f) parts b), c), d) and e), above, not exceed a combined budget of \$1.92 million, consistent with the</p>	July 18, 2023	Q4 2024	C. Smith A. Barbon	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	<p>lowest cost temporary repair option for the current Thames Pool location outlined in the staff report, dated July 18, 2023; it being noted that any costs associated with part a), related to any required demolition of decommissioning the existing pool, are not included in the \$1.92 million noted above;</p>				
3.	<p><b><u>Fireworks By-law Options</u></b> That the following actions be taken with respect to Fireworks By-law Options: a) the Civic Administration BE DIRECTED to report back at a future meeting of the Community and Protective Services Committee with a proposed by-law to implement Fireworks By-law Update Option A, as outlined in the staff report dated August 15, 2023; and, b) the Civic Administration BE DIRECTED to review the Business Licensing By-law with respect to the sale of fireworks and report back on the following: • licensing all retailers of fireworks; • required communications to retailers and clients; • fees; and, • potential Administrative Monetary Penalty application and other compliance measures;</p>	August 15, 2023	Q1 2024	C. Smith S. Mathers	
4.	<p><b><u>Vehicle for Hire By-law - Amendments/Information Report</u></b> That the following actions be taken with respect to the staff report, dated September 12, 2023, related to the Vehicle for Hire By-law: c) the Civic Administration BE DIRECTED to report back at a future meeting of the Community and Protective Services Committee with respect to: increasing the age of gas powered vehicles in service from 10 to 12 years, report back on concerns of increasing the age limit requirements of all zero emission vehicles, hybrid gas-electric vehicles and accessible vehicles from 12 years to 15 years and other concerns raised during the public participation meeting (ie. vehicle inspection frequency, the</p>	September 12, 2023	Q2/Q3 2024	S. Mathers	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	consideration of forming a vehicle for hire task force and an environmental scan of other municipalities related to vehicle inspection frequency, including a specific inspection schedule directly related to age of vehicle and all regulations related to the age of a vehicle;				
5.	<p><b><u>Winter Response</u></b>  That the Civic Administration BE DIRECTED to bring forward to a future meeting of the Community and Protective Services Committee (CPSC), the full, detailed, financial information related to the winter response contract between the Corporation of the City of London and London Cares;  it being noted that the provision of some or all of the above-noted information may require to be presented to the CPSC, In Closed Session, in accordance with Section 239 of the Municipal Act, 2001.</p>	Oct. 24, 2023	TBD	K. Dickins	
6.	<p><b><u>Housing Collaborative Initiative Follow-Up and Next Steps</u></b>  That the following actions be taken with respect to the staff report, dated November 14, 2023, related to the Housing Collaborative Initiative Follow-Up and Next Steps:  a) the Civic Administration BE DIRECTED close out all existing financial obligations related to the Housing Collaborative Initiative;  b) the Civic Administration BE DIRECTED to report back on next steps to implement a platform to manage housing data following business readiness and project planning;  c) the above-noted staff report BE RECEIVED;  d) the Civic Administration BE DIRECTED to report back on the financial costs (by municipality and the total cost); and,  e) the Civic Administration BE DIRECTED to report back on monies collected and the details on any that remain uncollected;</p>	November 14, 2023	TBD	S. Mathers	



File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	it being noted that existing software and systems continue to be used by city staff, housing providers and clients.				
7.	<p><b><u>Amendment to the Streets By-law (S-1) to Regulate the Display of Graphic Images on the Streets in the City of London</u></b></p> <p>That the Civic Administration BE DIRECTED to prepare a by-law amending the Streets By-law (S-1) to regulate the display of graphic images in the City of London with a report back at a future meeting of the Community and Protective Services Committee and a public participation meeting on the proposed by-law amendment by the end of Q1 2024; it being noted that the communications, as appended to the Added Agenda, from Councillors S. Trosow and H. McAlister and K. Dean, with respect to this matter, were received.</p> <p><b>Relates to Deferred Matter #1</b></p>	December 5, 2023	Q1 2024	S. Mathers	