

# Agenda

## Community and Protective Services Committee

7th Meeting of the Community and Protective Services Committee

April 4, 2018, 12:00 PM

Council Chambers

Second Floor, London City Hall

### Members

Councillors M. Cassidy, V. Ridley, B. Armstrong, M. Salih, P. Squire, Mayor M. Brown

The Committee will recess at approximately 6:30 PM for dinner, as required.

	Pages
<b>1. Disclosures of Pecuniary Interest</b>	
<b>2. Consent</b>	
2.1 RFP18-07 - Consulting Services - Thames Valley Corridor - SoHo Neighbourhood	2
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2.3 Single Source Procurement - SS18-14 - Recreation Activity Management System	39
2.4 3rd Report of the Animal Welfare Advisory Committee	42
<b>3. Scheduled Items</b>	
3.1 12:05 PM M. Cairns, Accessibility Advisory Committee – Community Gardens and the Mayor’s New Year’s Honour List Award for Accessibility	
<b>4. Items for Direction</b>	
4.1 Request for Delegation Status - J. Schlemmer, Neighbourhood Legal Services - By-law L.-130-71	44
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5.1 Deferred Matters List	79
<b>6. Confidential</b>	
<b>7. Adjournment</b>	

<b>TO:</b>	<b>CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON APRIL 4, 2018</b>
<b>FROM:</b>	<b>JOHN FLEMING MANAGING DIRECTOR, PLANNING AND CITY PLANNER</b>
<b>SUBJECT:</b>	<b>RFP18-07 Consulting Services Thames Valley Corridor SoHo Neighbourhood</b>

<b>RECOMMENDATION</b>
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That on the recommendation of the Managing Director, Planning and City Planner, the following actions be taken with respect to the Consulting Services, Thames Valley Corridor SoHo Neighbourhood:

- (a) the proposal submitted by Dillon Consulting for the provision of Consulting Services for the Thames Valley Corridor SoHo Neighbourhood in accordance with RFP18-07, at a total estimated cost of \$300,997.60 HST extra, **BE ACCEPTED**;
- (b) the financing for this purchase **BE APPROVED** in accordance with the “Sources of Financing Report” attached hereto as Appendix “A” to this report;
- (c) the Civic Administration **BE AUTHORIZED** to undertake all the administrative acts that are necessary in connection with this purchase;
- (d) the approvals given herein **BE CONDITIONAL** upon the Corporation entering into a formal contract for this purchase; and,
- (e) the Mayor and City Clerk **BE AUTHORIZED** to execute any contract, statement of work or other documents, if required, to give effect to these recommendations.

<b>PREVIOUS REPORTS PERTINENT TO THIS MATTER</b>
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- Report to Built and Natural Environment Committee on SoHo Community Improvement Project Area and SoHo Community Improvement Plan (Roadmap SoHo) - June 13, 2011
- Report to Strategic Planning and Priorities Committee on Thames Valley Corridor Plan - January 9, 2012
- Report to Planning and Environment Committee on Old Victoria Hospital Lands Secondary Plan – June 17, 2014
- Report to Planning and Environment Committee on Back to the River Design Competition & Ribbon of the Thames Winning Design - December 14, 2015

<b>BACKGROUND</b>
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**Purpose**

The City of London sought proposal submissions from professional consulting firms to assist with the conceptual design, public engagement, detailed design and tendering for improvements to the Thames Valley Corridor in the Old Victoria Hospital Lands (OVHL) and SoHo neighbourhood lands.

**Purchasing Process**

A formal Request for Proposal (RFP) was issued on Monday January 22, 2018 and five (5) submissions were received. These proposals were evaluated by a team with representation from Planning Services, Environmental and Engineering Services, Environmental and Parks Planning, and Purchasing and Supply.

The highest overall scoring proponent, Dillon Consulting, is recommended for award. Dillon Consulting represented the best value and understanding for this project.

### **Context**

The OVHL are currently City-owned and were formerly occupied by the Victoria Hospital for a period of approximately 100 years. The lands were remediated through a tri-party collaboration involving the City of London, London Health Sciences Centre and the Province of Ontario.

The roots of this project go back to a significant engagement process with the SoHo community that drove the Council-approved SoHo Community Improvement Plan (2011) and the Old Victoria Hospital Lands (OVHL) Secondary Plan (2014). The secondary plan established a vision for the redevelopment of the former hospital lands and set a plan for land uses, building heights, heritage conservation, urban design, and public spaces.

The City has already invested in road and servicing upgrades along Colborne Street (2015) and South Street (2016) in order to support both Phase 1 of development and future development initiatives. In addition to road and servicing improvements, the City has commenced design for a new civic space at the northwest corner of Colborne and South Street.

The London Community Foundation's 'Back to the River' international design competition was initiated in 2014/15 in partnership with the City of London and the Upper Thames River Conservation Authority. The winning design, 'The Ribbon of the Thames', was awarded to Civitas Landscape Architects and Stantec Consulting Limited. Part of the study area overlaps with the OVHL in the SoHo neighbourhood.

As part of this consulting services contract, six unique place types will be designed along the Thames Valley Corridor between Wellington and Maitland Street. These include: a new section of the Thames Valley Parkway, a woodland park, an urban park, a district park, a shared pedestrian/vehicular driveway and a mid-block vehicular connection. Work will include a Long Term Concept #1 taking into account all park categories (including amenities identified in 'Back to the River') to be implemented within the next 10 years, as well as a Short Term Concept #2 scaled to reflect an appropriate first phase of implementation for the available funding to proceed in 2020.

The City anticipates this design process to span approximately two years (March 2018 - March 2020) following 5 key stages:

- Stage 1: Site Inventory & Background Document Review
- Stage 2: Concept Development, Preliminary Phasing & Budget Assessment
- Stage 3: Public Engagement, Concept & Budget Refinement
- Stage 4: Detailed Design
- Stage 5: Tender

Construction would start in 2020 / 2021.

### **Financial Impacts**

The City of London has currently budgeted \$2,655,000 for the design, contract administration and implementation associated with the OVHL Thames Valley Corridor (including the proposed consulting fees in this contract). Operating costs will be brought forward through the growth assessment process at an appropriate time.

### **Acknowledgements**

The RFP Evaluation Team consisting of Jeff Bruin, Andrew Macpherson, Jerzy Smolarek, Julie Michaud, Travis Macbeth, Jane Fullick, Sonia Wise and John Stevely CSCMP assisted with the creation of this report.

This report was prepared by Julie Michaud, Planning – Environmental and Parks Planning.

<b>SUBMITTED BY:</b>	<b>REVIEWED BY:</b>
<b>JEFF BRUIN, OALA, CSLA MANAGER OF PARKS AND OPEN SPACE DESIGN, ENVIRONMENTAL AND PARKS PLANNING</b>	<b>ANDREW MACPHERSON, OALA, CSLA MANAGER, ENVIRONMENTAL AND PARKS PLANNING</b>
<b>REVIEWED AND CONCURRED BY:</b>	<b>RECOMMENDED BY:</b>
<b>IAN COLLINS DIRECTOR, FINANCIAL SERVICES</b>	<b>JOHN M. FLEMING, MCIP, RPP MANAGING DIRECTOR, PLANNING &amp; CITY PLANNER</b>

Attach: Appendix A – Source of Financing

Cc: John Freeman, Manager of Purchasing and Supply

3/26/2018

JM/jm

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APPENDIX 'A'

#18056

April 4, 2018  
(Award Contract)

Chair and Members  
Community and Protective Services Committee  
**RE: Consulting Services Thames Valley Corridor - SoHo Neighbourhood**  
(Subledger NT18PK03)  
Capital Project PD103316 - New District Parks  
Capital Project PD2124-15 - New Thames Valley Pathway  
Capital Project PD301916 - New Urban Parks  
Dillon Consulting - \$300,997.60 (excluding H.S.T.)

**FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:**

Finance & Corporate Services confirms that the cost of this project can be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendations of the Managing Director, Planning and City Planner, the detailed source of financing for this project is:

	Approved Budget	Revised Budget	Committed to Date	This Submission	Balance for Future Work
<b>SUMMARY OF ESTIMATED EXPENDITURES</b>					
<b>PD103316-New District Parks</b>					
Engineering	\$50,000	\$50,880		\$50,880	\$0
Construction	400,000	399,120			399,120
	450,000	450,000	0	50,880	399,120
<b>PD2124-15-New Thames Valley Pathway</b>					
Engineering	175,000	177,992	5,000	172,992	0
Construction	1,000,000	997,008			997,008
	1,175,000	1,175,000	5,000	172,992	997,008
<b>PD301916-New Urban Parks</b>					
Engineering		82,424		82,424	0
Construction	850,000	767,576	27,238		740,338
	850,000	850,000	27,238	82,424	740,338
<b>NET ESTIMATED EXPENDITURES</b>	<b>\$2,475,000</b>	<b>\$2,475,000</b>	<b>\$32,238</b>	<b>\$306,296</b> 1)	<b>\$2,136,466</b>
<b>SUMMARY OF FINANCING:</b>					
<b>PD103316-New District Parks</b>					
Debtenture Quota	2a) \$218,300	\$218,300		\$24,682	\$193,618
Drawdown from City Services - Parks & Rec Reserve Fund (Development Charges)	3) 231,700	231,700		26,198	205,502
	450,000	450,000	0	50,880	399,120
<b>PD2124-15-New Thames Valley Pathway</b>					
Debtenture Quota	2b) 497,700	497,700	2,118	73,275	422,307
Drawdown from City Services - Parks & Rec Reserve Fund (Development Charges)	3) 677,300	677,300	2,882	99,717	574,701
	1,175,000	1,175,000	5,000	172,992	997,008
<b>PD301916-New Urban Parks</b>					
Debtenture By-law No. W.-5612-34	196,700	196,700	6,303	19,074	171,323
Drawdown from City Services - Parks & Rec Reserve Fund (Development Charges)	3) 653,300	653,300	20,935	63,350	569,015
	850,000	850,000	27,238	82,424	740,338
<b>TOTAL FINANCING</b>	<b>\$2,475,000</b>	<b>\$2,475,000</b>	<b>\$32,238</b>	<b>\$306,296</b>	<b>\$2,136,466</b>
<b>1) Financial Note:</b>					
	<b>PD103316</b>	<b>PD2124-15</b>	<b>PD301916</b>	<b>TOTAL</b>	
Contract Price	\$50,000	\$170,000	\$80,998	\$300,998	
Add: HST @13%	6,500	22,100	10,530	39,130	
Total Contract Price Including Taxes	56,500	192,100	91,528	340,128	
Less: HST Rebate	5,620	19,108	9,104	33,832	
Net Contract Price	\$50,880	\$172,992	\$82,424	\$306,296	

**NOTE TO CITY CLERK:**

- 2) Administration hereby certifies that the estimated amounts payable in respect of this project does not exceed the annual financial debt and obligation limit for the Municipality of Municipal Affairs in accordance with the provisions of Ontario Regulation 403/02 made under the Municipal Act, and accordingly the City Clerk is hereby requested to prepare and introduce the necessary authorizing by-laws.
  - a) An authorizing by-law should be drafted to secure debtenture financing for project PD103316 - New District Parks for the net amount to be debtentured of \$218,300.00.
  - b) An authorizing by-law should be drafted to secure debtenture financing for project PD2124-15 - New Thames Valley Pathway for the net amount to be debtentured of \$497,700.00.
- 3) Development Charges have been utilized in accordance with the underlying legislation and the Development Charges Background Studies completed in 2014.
- 4) Operating costs will be brought forward through the growth assessment process at an appropriate time.

JG



Jason Davies  
Manager of Financial Planning & Policy

<b>TO:</b>	<b>CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON April 4<sup>th</sup>, 2018</b>
<b>FROM:</b>	<b>LYNNE LIVINGSTONE MANAGING DIRECTOR NEIGHBOURHOOD, CHILDREN &amp; FIRE SERVICES</b>
<b>SUBJECT:</b>	<b>RFP 17-36 - LONDON FIRE DEPARTMENT Enterprise Wide Management / Administration Software</b>

<b>RECOMMENDATIONS</b>
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That, on the recommendation of the Acting Fire Chief, with the concurrence of the Managing Director of Neighbourhood, Children and Fire Services (NCFS) and the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions **BE TAKEN** for the acquisition and implementation of a cloud based enterprise wide management/administration software for the London Fire Department (RFP 17-36):

- a. This report on the assessment of the scope and sourcing of a cloud based software solution **BE RECEIVED** for information;
- b. RFP17-36 for the acquisition and implementation of the software solution **BE AWARDED** to ICO Technologies Inc. in accordance with section 8.5 (a) (i) of the Procurement of Goods and Services Policy at an implementation cost of \$388,400 (excluding taxes), conditional on Council approval of the service agreement set out in clause c. below;
- c. The attached by-law (Appendix A) **BE INTRODUCED** at the Municipal Council meeting on April 10, 2018 to approve the formal service agreement with ICO Technologies Inc., and to authorize the Mayor and City Clerk to execute the service agreement;
- d. The financing for the project **BE APPROVED** as set out in the Source of Financing Report attached hereto as Appendix B; and that
- e. Civic Administration **BE AUTHORIZED** to undertake the administrative acts that are necessary in connection with the acquisition and implementation of the records management and reporting software solution.

<b>PREVIOUS REPORTS PERTINENT TO THIS MATTER</b>
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None

<b>BACKGROUND</b>
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In 2014, Council approved capital budget funds for a mobile technology (hardware and software) solution to address the needs of the London Fire Department (LFD) including personnel and inventory database management, work order scheduling, learning management and analytical reporting.

The LFD conducted a comprehensive assessment of the needs of each of its seven (7) divisions: Fire Fighting, Fire Prevention & Public Education, Training, Communications, Apparatus, Clerical Administrative and Stores. The exercise revealed diverse yet overlapping technological needs in each of the seven (7) divisions. Extensive process mapping identified that concurrent information databases with linkages and interdependencies were critical for the full scope of service delivery. Through the

process, the LFD categorized the technological needs into eight (8) major areas: records management, personnel database, analytics, work order/scheduling, inventory management, asset management, on-scene reference material/information access, and vehicle dispatching (i.e. GPS and automatic vehicle location [AVL]).

The LFD is currently dependent on an internally developed program that requires significant upgrades, as well as a few external stand-alone software systems. Primarily, the LFD continues to rely on spreadsheets to track information that in most cases requires manual data input. These systems lack real time performance monitoring and feedback. Furthermore, this type of environment impedes efficient use of resources and could dilute the quality of information that is ultimately derived from the data entered into the various spreadsheets or systems.

If LFD were to continue to rely upon the stand-alone systems, substantial resources (time and staff) would need to be invested by ITS and LFD for development and ongoing support and maintenance of the in-house programs. Support and upgrades of the few external systems is made available by the vendors at additional costs. That being said, real time performance monitoring and feedback would still not be available.

Implementing the proposed solution will enable LFD to collect real-time information vital to improving processes, identifying efficiencies and creating integrated knowledge banks that support its diverse service areas.

<b>DISCUSSION</b>
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Municipal Council has made it a priority in the 2015-2019 Strategic Plan to introduce new technology for the purpose of promoting and supporting a safe community.

<b><u>Strengthening our Community</u></b>	<b><u>5. Healthy, Safe and Accessible City</u></b>
<p><b>What are we doing?</b></p> <p>Promote and support a safe community through the work of the London Fire Department by:</p> <ul style="list-style-type: none"> <li>• Increased public education and prevention</li> <li>• Redeployment of resources</li> <li>• Introduction of new technology</li> </ul>	<p><b>How are we doing it?</b></p> <ul style="list-style-type: none"> <li>• London Fire Department Business Plan</li> <li>• Fire and Rescue Services</li> <li>• Fire Prevention and Education</li> </ul>

The implementation of a cloud based software solution for the LFD is the next step in the process to deliver on Council's Strategic Plan.

**Purchasing Process**

The ITS lead conducted a marketplace scan of potential software solution providers from Canada and the United States. Based on this information, the project team in consultation with the Purchasing and Supply Department developed and released a request for qualification (RFQual).

A review of the responses to the RFQual identified the product offerings that included most of the functionalities required by the London Fire Department. Those vendors who lacked some functionalities indicated that the additional modules would need development and testing over a period of time ranging from three (3) to eighteen (18) months which would substantially slow down or delay project implementation. In addition, some of the respondents were unable to provide a cloud based solution, failed to meet ITS' information security requirements and/or did not have the ability to store data within Canada. Based on this information, the project team developed a Request for Proposal (RFP) that required presentations and demonstration of the software. A comprehensive

functional evaluation matrix, costing assessment by functional modules and information security testing and documentation were the three (3) main qualifying measures of the RFP evaluation. Three (3) vendors submitted proposals; however, one was disqualified as they did not follow the process identified in the Purchasing document.

The two (2) remaining vendors were provided over six (6) hours to demonstrate how their product met the needs of the LFD. Following this comprehensive evaluation process, the project team found that ICO Technologies Inc.'s BeeOn software solution scored the highest in all criteria. Pursuant to section 8.5 (a) (i) of the Procurement of Goods and Services Policy, the project team recommends that ICO Technologies Inc. be awarded the contract for the provision, implementation, training, support and services of a cloud based enterprise wide management/administration system for the London Fire Department.

ICO Technologies offers a cloud based, Software as a Service (SaaS) package with expertise in the following modules, for all service areas of the LFD:

- Personnel Database
- Automated Staff Book Off Call In System
- Records Management (non-personnel)
- Training / Learning Management
- Asset Management & Inventory
- Work Order Scheduling
- Incident Response Mapping (GPS/AVL)
- Standardized and customizable analytical reports
- Performance dashboards

ICO Technologies applications use the INNOVA framework which permits implementation of functionalities in a modular approach, while integrating the data and information across areas, thus minimizing efforts and ensuring business continuity. It also has the ability to be integrated into 3<sup>rd</sup> party software such as those currently in use by the Training and Communications Divisions as well as the Corporation of the City of London. The built-in designer tool gives LFD the ability to customize reports and forms which is a valuable feature of this software.

The software has been implemented at a variety of organizations - Public Safety & Emergency, Municipal & Government, Institutional, and Private sector enterprises. For example the municipalities of Montreal, Edmonton, Cornwall, Quebec City, Gatineau, Sherbrooke, Trois-Rivières as well as the Quebec Department of Justice have been using the software for several years.

The following Fire Departments were consulted to gain insight into their experience/usage of the software and support service:

- City of Edmonton
- Ville de Quebec
- City of Cornwall

The municipalities provided positive reports on the functionality and versatility of the solution and the service and expertise of the staff.

### **Financial Impact**

- As outlined in the Source of Financing Report (Appendix B), the implementation costs amounting to \$388,400 (excluding taxes) will be funded from the approved capital project (PP1025 - Interface and Mobile Data). Payments will be drawn down in a progressive manner for each module as the modules go live.
- Licencing and maintenance costs are typically \$73,000 per year with a 2% annual increase. As a result of negotiations by the procurement team, the vendor has offered the following:



Recurring Annual Maintenance, Licensing, Security and Upgrades Costs Assumes all modules go live and costs first payable in 2019	Amount
2019 Licensing and Security Costs Only (Maintenance and Upgrade Costs Waived)	\$19,250
2020 Full Cost	\$73,000
<b>TOTAL</b>	<b>\$92,250</b>
2021 Optional One year Extension (1 of 3) with 2% Increase	\$74,460
2022 Optional One year Extension (2 of 3) with 2% Increase	\$75,949
2023 Optional One year Extension (3 of 3) with 2% Increase	\$77,468

- Any related costs for hardware and any software upgrades will also be funded from the approved capital project PP1025 and will be procured separately in accordance with the City’s Procurement of Goods and Services Policy. Hardware (such as but not limited to: performance dashboards, mobile data terminals, laptops, thermal printers, etc.) will be purchased as determined by the ongoing hardware analysis, albeit the Department was able to change over a significant amount of the hardware through life cycle replacement opportunities that arose late last year.
- The first few modules of the software application are estimated to be operational by late 2018 with the remainder rolling out in phases over the next year or more.

The City Solicitors Office, Risk Management, and Financial and Business Services have reviewed the Agreement. Risk Management advises that the Agreement contains an indemnity provision in section 10.1. This clause cannot be changed and exposes the City of London to limitless liability. In the opinion of Corporate Insurance/Risk Management, this should not stop the City of London from moving forward with final approval of this agreement as the benefits of this project outweigh the potential risks.

Given the scope and complexity of the project, implementation of the software solution is expected to occur in phases or as a number of sub projects. The project plan will consist of a detailed Statement of Work (SoW), milestones to track progress and deliver the contracted software solution.

Project risks will be mitigated through contract management, milestone-based scheduling, approvals and other project management best practices. Given the scope and complexity, the ITS department has dedicated a staff member to lead this project since late 2016.

**Operational Impact**

While the data validation, integration, transfer, testing, training and actual execution of the new software occurs in a modular fashion, the LFD will continue to operate using the software and spreadsheets currently in place. The new system is expected to eliminate or, at the very least, minimize manual spreadsheets currently maintained by Administration staff, thus allowing them to better focus on the service delivery aspects of the department. Staffing complement in all of the LFD’s service areas will not change as a result of this software. The system is expected to assist staff by integrating information and making documentation more user friendly, easily accessible and standardized.

The London Professional Fire Fighters Association (LPFFA) has been kept informed of the overall project. The Association has also been formally advised of those modules that fall under the scope of the technological change clause of the Collective Agreement.

<b>CONCLUSION</b>
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Moving forward with this initiative will assist the Fire Department in focusing on better delivery of its core services through universality of systems and processes. Procurement of the proposed solution from ICO Technologies Inc. will enable the London Fire Department to support the 2015-2019 Strategic Plan as it will utilize new technology to promote and support a safe community by strengthening the *Three Lines of Defence* - education, prevention and emergency response. These enhancements will prepare the department to act on opportunities for future growth and global functionality.

<b>PREPARED BY:</b>	<b>PREPARED BY:</b>
<b>AL DAVILA, MANAGER, INFORMATION TECHNOLOGY SERVICES</b>	<b>ARUNDHATI MOHILE MANAGER FINANCE &amp; PLANNING, LONDON FIRE DEPARTMENT</b>
<b>REVIEWED &amp; RECOMMENDED BY:</b>	<b>REVIEWED &amp; RECOMMENDED BY:</b>
<b>LORI HAMER ACTING FIRE CHIEF LONDON FIRE DEPARTMENT</b>	<b>MAT DALEY DIRECTOR, INFORMATION TECHNOLOGY SERVICES</b>
<b>CONCURRED BY:</b>	<b>CONCURRED BY:</b>
<b>LYNNE LIVINGSTONE MANAGING DIRECTOR, NEIGHBOURHOOD, CHILDREN &amp; FIRE SERVICES</b>	<b>ANNA LISA BARBON, MANAGING DIRECTOR, CORPORATE SERVICES AND CITY TREASURER, CHIEF FINANCIAL OFFICER</b>

## APPENDIX A

Bill No.  
2018

By-law No.

A By-law to approve a Service Agreement between The Corporation of the City of London and ICO Technologies to access Software as a Service for a Records Management and Reporting Software Solution for Fire Services.

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

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

1. The Service Agreement to be entered into between The Corporation of the City of London and ICO Technologies regarding records management and reporting software for Fire Services, substantially in the form attached as Schedule 1 to this by-law, is approved.
2. The Mayor and the City Clerk are authorized to execute the agreement approved under section 1 above.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council , 2018.

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First reading -  
Second reading -  
Third reading –

## SCHEDULE 1

**Service Agreement**  
Between  
**ICO Technologies Inc.**  
("ICO")  
2483 Beaudry Leman Avenue, Shawinigan, QC  
-And-  
**The Corporation of the City Of London**  
("London")  
300 Dufferin Avenue, London ON

### BACKGROUND

London is required by law to provide fire protection services as it determines may be necessary in accordance with its needs and circumstances;  
London has established a department called London Fire Department ("**LFD**") to further its obligation to provide fire protection services;  
Following a call for tenders, London has concluded that ICO's technology and services through its Software as a Service ("**SAAS**") as set out in this Agreement (collectively referred to as "**Services**") will enable London to run its operations effectively and efficiently, as further described in this agreement and its schedules (herein collectively referred to as "**Agreement**");  
ICO has experience and expertise in the business of providing the Services;  
ICO agrees to provide the Services and acknowledges that the successful performance of the Services and the security and availability of London's data are critical to London's ability to provide fire protection services;  
London and ICO wish to formalize their agreement in this written Agreement;  
Therefore, in consideration of the mutual covenants and representations set forth in this Agreement, the parties agree as follows:

### SECTION 1 - THE SERVICES

- 1.1 Under the terms and conditions of this Agreement, ICO accepts to provide London with a hosted SAAS and the related services, as of the date of this Agreement, having the specifications described in the attached schedules, which are respectively a high overview of the features and services required by the LFD (**Schedule A1A**), the general SAAS and database related requirements of London (**Schedule A1B**) and the response provided by ICO to London's Request for Proposals (RFP) (**Schedule A1C**) attached hereto and forming part of this Agreement.
- 1.2 More specifically, ICO accepts to provide its Records Management System including its e-learning module and all other services such as customization/integration, data import/ export, monitoring, technical support, maintenance, training, backup and recovery, and change management necessary for London's productive use of such SAAS, as provided in **Schedule A1C**.
- 1.3 Unless otherwise limited, London and any employee or agent of London authorized by London to use the Services shall have the right to access and use the Services. Provided that London shall be responsible for the use of the SAAS by its authorized users, all authorized employees or agents of London and London are defined herein as "**London**". ICO shall be responsible for all user identification and password change management.
- 1.4 The SAAS licence granted hereby is an unlimited user one. The Services are provided to London on a scaled basis up to a maximum annual fee as outlined in **Schedule A2**.
- 1.5 ICO grants London a renewable, limited (as provided herein), non-exclusive, and worldwide right to access and use the Services.
- 1.6 Other than described in this Agreement, Authorized Users will have no other limitations on their use of the Service.
- 1.7 Where an Authorized User is required to "click through" or otherwise accept any online terms and conditions in accessing or using the Services, such terms and conditions shall not modify the terms and conditions of this Agreement.
- 1.8 The documentation for the Services (the "**Documentation**") will accurately describe the functions and features of the Services, including all subsequent revisions thereto. London shall have the right to make additional copies of the

Documentation, at no additional charge, in connection with the use of the Services. Documentation related to the internal processes around use of the Services will be the full responsibility of London. *For example, when a form tool is created for fire inspections, London will create the necessary workflow and supporting documentation related to training its employees on how and when to use these forms.*

- 1.9 The method and means of providing the Services shall be under the exclusive control, management, and supervision of ICO, giving due consideration to the requests of London. The Services, including the data storage, shall be provided solely from within Canada and on computing and data storage devices located therein.
- 1.10 ICO shall not subcontract any portion of the Services without London’s prior written consent. ICO shall be responsible and liable for the performance and actions or omissions of its subcontractors, and ICO shall indemnify London for the same.

**SECTION 2 - FUNCTIONALITY**

- 2.1 The Services shall include the applicable allocation of storage for the amount of data required by London for effective use of the Services.
- 2.2 During the term of the Agreement, ICO shall not reduce or eliminate any functionality in the Services. Where ICO has reduced or eliminated functionality in the Services, London, at its sole election, shall:
  - a) have, in addition to any other rights and remedies under this Agreement or at law, the right to terminate this Agreement and be entitled to a return of any prepaid Services fees; or,
  - b) discuss with ICO an adjustment to the Services fees accordingly on a prospective basis.

**SECTION 3 - SERVICE LEVELS STANDARDS**

- 3.1 For the term of the Agreement, time is of the essence, therefore, ICO shall provide the Services in accordance with the following Service Level Standards:
  - 3.1.1 **Availability Service Level:** Services will be available to all London’s authorized users 99.9% of the time;
  - 3.1.2 **Response Time Service Level:** Responses time services will be as the following escalation plan.

**Escalation plan**

Problem	Intervention details
Critical problem - Complete system failure	Intervention of the ICO Technologies team: Response time to start intervention: 30 minutes Resolution status: Every hour Resolution Time Goal: ASAP within 4 hours Personnel involved: Level 2 support (support team, programmer, technician)
Major problem - The software cannot function to its specifications	Response time to start intervention: 2h max Resolution status: Every hour Resolution Time Goal: within 4 hours Personnel involved: Level 2 support (support team, programmer, technician)
Minor problem - The software can function to its specification, but requires problem solving within 24h	Response time to start intervention: 12h max. Resolution status: Every 24 hours Resolution within 48 hours Personnel involved: Level 2 support (support team, programmer, technician)
Request for enhancements	The ICO Technologies team acknowledges the request within 48 hours and the team follows up within a timeframe determined by the scope of the enhancement request from 8:00 am to 5:00 pm Monday through Friday. Personnel involved: Level 2 support (support team, programmer, technician, Project manager)
User support - Assistance on using the solution	Monday through Friday from 9:00 am to 4:00 pm Eastern time. Personnel involved: Level 1

- 3.1.3 **Technical Support Problem Resolution Service Level:** All technical support problems will be handled as per paragraph 3.1.2.
- 3.2 In the event ICO does not meet a Service Level Standards, it shall use its best commercial efforts to ensure that any unmet Service Level Standards are subsequently met. Notwithstanding the foregoing, ICO will use best commercial efforts to minimize the impact or duration of any outage, interruption, or degradation of Service.
- 3.3 London shall have, in addition to any other rights and remedies under this Agreement or at law, the right to terminate this Agreement, and be entitled to a return of any prepaid Service fees (as defined herein) where ICO fails to meet any Service Level to such an extent that London's ability to use the Services is materially disrupted, force majeure events excepted.

#### **SECTION 4 - SUPPORT; MAINTENANCE; ADDITIONAL SERVICES**

- 4.1 ICO will provide technical support to London via a local telephone number. This telephone support will be staffed with trained support from xx:xx to xx:xx @ xxx.xxx.xxxx. ICO will forthwith notify London of any change in the telephone support number. Further assistance will also be available via email support (Email address goes here) and an online help desk. ICO will make every attempt to address all support questions within twenty-four (24) hours of receipt. ICO is responsible for any and all fees associated with staffing the support desk. Unless otherwise described herein, the Services fees as outlined in **Schedule A2** are inclusive of the fees for the technical support.
- 4.2 ICO shall provide new releases, upgrades, modifications, bug fixes, and enhancements to the Services to ensure:
- a) the functionality of the Services, as described in the Documentation, is available to London's authorized users;
  - b) the Service Level Standards are achieved; and,
  - c) The Services work on the last 3 versions of Chrome, Firefox or Microsoft Edge. (formerly IE)
- 4.3 ICO shall provide no less than thirty (30) calendar days' written notice to London in advance of all non-emergency maintenance to be performed on the Services, such written notice including a detailed description of all maintenance to be performed. For emergency maintenance, ICO shall provide as much advance notice as commercially practicable to London and shall provide a detailed description of all maintenance performed no greater than one (1) calendar day following the implementation of the maintenance.
- 4.4 Unless otherwise described, the Services fees as outlined in **Schedule A2** are inclusive of the fees for the Customization/ Integration Services.
- 4.5 ICO shall provide London with sufficient instruction, including any necessary Documentation, understandable by a typical end user, of the features and functionality of the Services to become self-reliant with respect to the operation of the Services (Training Services). Unless otherwise described herein, as outlined in **Schedule A2**, the Services fees are inclusive of the fees for the Training Services. It is acknowledged by London that the Services fee includes ten (10) days of onsite training, plus ten (10) days of on line training.

#### **SECTION 5 - TERM AND TERMINATION**

- 5.1 The term of this Agreement shall begin on the signature date and shall terminate three (3) years thereafter, unless terminated earlier pursuant to the terms of the Agreement (the "**Initial Term**").
- 5.2 At the sole discretion of London, this Agreement may be renewed for a further three years term, upon a written notice from London to ICO, at least thirty (30) days prior to the end of the Initial Term of its wish to renew this Agreement (the "**Renewal Term**"). Collectively the Initial Term and the Renewal Term are designated as the "**Term**" of this Agreement".
- 5.3 If either party materially breaches any of its duties or obligations hereunder and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non-breaching party's sole satisfaction, within thirty (30) calendar days after

- written notice of the breach, then the non-breaching party may terminate this Agreement as of a date specified in such notice.
- 5.4 Upon the expiration or termination of this Agreement or for any reason, London shall pay to ICO all undisputed amounts due and payable hereunder, if any. If ICO has been paid in advance and the Agreement is terminated for cause by London prior to the end of the Term, ICO will reimburse and pay to London an amount based on the unused Services on a per diem amount.
- 5.5 Upon the expiration or earlier termination of this Agreement, each party shall promptly return to the other party, or certify the destruction of, the other party's Confidential Information.
- 5.6 In the case of London's Data, ICO shall, within five (5) business days following the termination of this Agreement, provide London, without charge and without any conditions or contingencies whatsoever, with a final export of London's Data in CSV format. Further, ICO shall certify to London the destruction of any of London's Data within the possession or control of ICO. The parties agree to work in good faith to execute the foregoing in a timely and efficient manner.
- 5.6 Through an Escrow Agreement with a third party, ICO shall ensure London is provided with continuity of Services, including the means to acquire the SAAS source code should ICO commence insolvency proceedings, receivership, bankruptcy or cease operations, in order to not impact London's day-to-day operations and protect London against these exceptional events. This Escrow Agreement shall oblige ICO to put updated version of the SAAS source code in escrow whenever a new version is released. The Escrow Agreement shall provide that (i) it may not be terminated by ICO or the Escrow Agent during the Term; (ii) it may only be assigned by the Escrow Agent with the consent of both ICO and London; (iii) the Escrow Agent shall be subject to the same confidentiality provisions as provided in this Agreement.
- 5.7 Section 5.5 and 5.6 shall survive the termination of this Agreement.

## SECTION 6 - TRANSITION SERVICES

- 6.1 Provided that this Agreement has not been terminated by ICO due to London's failure to pay any undisputed amount due to ICO, ICO will provide to London and / or to the service provider selected by London (such service provider shall be known as the "**Successor Service Provider**") assistance reasonably requested by London in order to effect the orderly transition of the applicable Services, in whole or in part, to London or to a Successor Service Provider (such assistance shall be known as the "**Transition Services**") following the expiration or termination of this Agreement, in whole or in part (such period shall be known as the "**Termination Assistance Period**").
- 6.2 Provided that ICO and London agree as to price and scope of ICO provisioning of Transition Services, such Transition Services may include:
- a) developing a plan for the orderly transition of the terminated or expired Services from ICO to London or the Successor Service Provider;
  - b) if required, transferring London's Data to London or the Successor Service Provider;
  - c) using commercially reasonable efforts to assist London in acquiring any necessary rights to legally and physically access and use any third party technologies and documentation then being used by ICO in connection with the Services;
  - d) using commercially reasonable efforts to make available to London, pursuant to mutually agreeable terms and conditions, any third party services then being used by ICO in connection with the Services; and,

Such other activities upon which the parties may agree. All terms and conditions of this Agreement shall apply to the Transition Services. This section shall survive the termination of this Agreement.

## SECTION 7 – SERVICES FEES AND EXPENSES

- 7.1 All Services fees are included in the **Schedule A2** attached hereto (herein before and after the "**Services fees**").
- 7.2 London shall be responsible for and shall pay to ICO all Services fees.
- 7.3 Any other sum due to ICO for the Services provided for which payment is not otherwise specified in **Schedule A2**, shall be due and payable thirty (30) days after receipt by London of an invoice from ICO.
- 7.4 London is responsible for paying any sales or other applicable taxes, levies or duties incurred as a result of its use of the Services.
- 7.5 Any invoices that are not paid within thirty (30) days of receipt are subject to interest of two per cent (2%) per month on any outstanding balance or the amount permitted by law, whichever is less, plus all expenses of collection.
- 7.6 Unless otherwise provided for, ICO shall bill to London the Services fees due by sending an invoice in hard copy format to London's LFD at the address indicated in section 15.6 of this Agreement. Moreover, all such invoices shall contain:
  - a) London's purchase order or contract number, if any;
  - b) Invoice number;
  - c) Description of Services rendered;
  - d) Services fees or portions thereof that is due;
  - e) Taxes, if any applicable; and,
  - f) Total amount due.
- 7.7 ICO is not permitted to suspend any part of the Services where (i) London is reasonably disputing any amount due to ICO; or, (ii) any unpaid but undisputed amount due to ICO is less than ninety (90) days in arrears.
- 7.8 ICO represents and warrants that it is an independent contractor for purposes of federal and provincial employment taxes. ICO agrees that London is not responsible to collect or withhold any such taxes, including income tax withholding and social insurance contributions, for ICO. Any and all taxes, interest or penalties, including any federal or provincial withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by ICO.

## **SECTION 8 - REPRESENTATIONS AND WARRANTIES**

- 8.1 Each of London and ICO represent and warrant that:
  - 8.1.1 It is a duly constituted entity, validly existing, and in good standing under the laws of its province of incorporation;
  - 8.1.2 It has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;
  - 8.1.3 This Agreement, when executed and delivered, shall be a valid and binding obligation of it enforceable in accordance with its terms;
  - 8.1.5 It shall comply with all applicable federal, provincial, local, international, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licences required of it in connection with its obligations under this Agreement; and,
  - 8.1.6 There is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavourably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement.
- 8.2 ICO represents and warrants that:
  - 8.2.1 It is possessed the experience, expertise and skills with respect to the Services in order to perform them in an efficient and timely manner;
  - 8.2.2 It knows the particular purpose for which the Services are required as described in the Schedules A1A, A1B;
  - 8.2.3 The Services shall be performed in a competent and professional manner and in accordance with the highest professional standards;
  - 8.2.4 It acknowledges that London is relying on its representation of its experience, expertise and skills, and that any substantial misrepresentation may result in damage to London;
  - 8.2.5 The Services will conform in all material respects to the specifications, functions, descriptions, standards, and criteria provided in this Agreement;
  - 8.2.6 ICO will use its best commercial efforts to ensure that no computer viruses, malware, or similar items (collectively, the "**Virus**") are introduced into the



- London computer and network environment by the Services;
- 8.2.7 During the Term, ICO shall maintain in force any third-party agreements whose software is incorporated into the SAAS or are necessary for the use of the Services;
- 8.2.8 ICO is the lawful owner of or the holder of all right, title and interest into the SAAS and into its source code (excluding any London Data processed, stored or transmitted therein), and has all the necessary rights in the Services to grant the right to access and use of the Services under this Agreement;
- 8.2.9 The Services and any other work performed by ICO hereunder shall not infringe upon any Canadian or foreign copyright, patent, trade secret, or other proprietary rights, or misappropriate any trade secret, of any third party, and that it has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title, or interest into the SAAS that would be conflicting with its obligations under this Agreement; and
- 8.2.10 Notwithstanding any other provision set forth herein, in no event shall ICO be liable to London or its authorized users for any consequential, indirect, incidental, punitive or special damages, losses, or expenses associated with the use or performance of the SAAS or the Services.

## **SECTION 9 - LONDON'S DATA**

- 9.1 Unless it receives London's prior written consent, ICO:
- (i) will not access or use data in electronic form collected, used, processed, stored, or generated as the result of the use of the Services, or collected or accessible directly from London, (collectively, "**London's Data**") other than as necessary to provide the Services; and
  - (ii) will not give any third party access to London's Data.
- 9.2 Notwithstanding the foregoing, ICO may disclose London's Data as required by applicable law or by proper legal or governmental authority. ICO will give London prompt notice of any such legal or governmental demand and reasonably cooperate with London in any effort to contest such required disclosure.
- 9.3 London possesses and retains all right, title, and interest in and to London's Data, and ICO use and possession thereof is solely as London's agent. London may access and copy any of London's Data in ICO possession at any time. ICO will facilitate such access and copying promptly after London's request.
- 9.3 ICO will retain any of London's Data in its possession until erased (as defined below). ICO will erase: (i) any or all copies of London's Data promptly after London's written request; and (ii) all copies of London's Data no sooner than one hundred and eighty (180) business days after the termination of this Agreement. Notwithstanding the foregoing, London may at any time instruct ICO to retain and not to erase or otherwise delete London's Data, provided London may not require retention of London's Data for more than one hundred and eighty (180) business days after the termination of this Agreement. Promptly after erasure, ICO will certify such erasure in writing to London. "Erase" and "Erasure" refer to the destruction of data so that no copy of the data remains or can be accessed or restored in any way.
- 9.4 ICO will not allow any of its employees to access London's Data, except to the extent that an employee needs access in order to provide the Services.
- 9.5 ICO will comply with all applicable federal and provincial laws and regulations governing the handling of London's Data.
- 9.6 ICO will promptly notify London of any actual or potential exposure or misappropriation of London Data ("**Leak**") that comes to ICO attention. ICO will cooperate with London and with law enforcement authorities in investigating any such Leak, at ICO expense. ICO will likewise cooperate with London and with law enforcement agencies in any effort to notify injured or potentially injured parties, and such cooperation will be at ICO expense, except to the extent that the Leak was caused by London.
- 9.7 ICO agrees that violation of the provisions might cause London irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, London will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

- 9.8 London's Data is and shall remain the sole and exclusive property of London, including derivative works of the foregoing whether or not created as part of the Services, and all right, title, and interest in London's Data is reserved by London. This section shall survive the termination of this Agreement.
- 9.9 London grants to ICO the right to access and use the London's Data for the sole and exclusive purpose of providing the Services, including the right to store, record, transmit, maintain, and display London's Data only to the extent necessary in the provisioning of the Services. Such access and use shall be in accordance with this Agreement.
- 9.10 ICO shall, within five (5) business days of London's request, provide London, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of an ICO invoice reasonably disputed by London), an export of London's Data in CSV format.
- 9.11 As a part of the Services, ICO is responsible for maintaining a backup of London's Data, for an orderly and timely recovery of such data in the event that the Services may be interrupted. ICO shall maintain a contemporaneous backup of London's Data that can be recovered within four (4) hours at any point in time. Additionally, ICO shall store a backup of London's Data in an off-site "hardened" facility no less than daily, maintaining the security of London's Data, the security requirements of which are further described herein. Any backups of London's Data shall not be considered in calculating storage used by London.
- 9.12 In the event of any suspected or actual loss of London's Data where such loss is due to the act, error, omission, negligence, or breach of the security of ICO, ICO shall notify London within twenty-four (24) hours of becoming aware of such occurrence and shall be responsible for recovering or recreating London's Data without charge to London. ICO shall compensate London for any reasonable expenses or claim, suffered by, accrued against, charged to, or recoverable from London in connection with the occurrence. This section shall survive the termination of this Agreement.

## **SECTION 10 – LONDON'S OBLIGATIONS AND UNDERTAKINGS**

- 10.1 Without limiting any other provision set forth herein, London agrees to the following responsibilities:
- 10.1.1 to comply with all applicable laws and regulations in connection with its use of the Services, including without limitation those related to data privacy. London is responsible for ensuring that London's use of the Services comply with all applicable privacy legislation, such as PIPEDA, and that all consents and authorizations to collect, use and store personal information (any information that allow the identification of an individual) in the SAAS were obtained. London assumes all risk arising from any use by London or its authorized users that are not compliant with all applicable privacy legislation. Client hold ICO harmless and undertakes to defend ICO against any damages, or claims based on a non-compliance with all applicable laws and regulations in connection with its use of the Services.
- 10.1.2 To ensure that any use of the SAAS by any authorized users is in accordance with the terms of this Agreement.
- 10.1.3 to use the SAAS according to the use for which it is intended and agrees to compensate ICO for all the inconveniences resulting from a misuse of the SAAS by London or any of London's authorized users.
- 10.1.4 to indemnify ICO for any damages to the SAAS resulting from the omission, negligence or misconduct of any of the authorized users during the Term of this Agreement
- 10.1.5 to protect ICO's Confidential Information( as defined hereunder) and to prevent access to SAAS by anyone other than its authorized users. London shall not rent, lease, assign, resell, distribute, or sub-licence SAAS to any third party. Except as specifically permitted by this Agreement. London shall not copy, modify, or otherwise create any derivative work of the SAAS. London shall not disassemble, reverse engineer, decompile, or attempt to obtain access to the source code or internal design of the SAAS. London shall not remove or alter any copyright or other legal notices contained in SAAS. London shall not develop, produce, sell or distributes a competitive product or service that is similar to SAAS for itself or a third party while this Agreement is in force.

## **SECTION 11 - NON-DISCLOSURE OF CONFIDENTIAL INFORMATION**

- 11.1 For the purposes of this Agreement, the term "**Confidential Information**" shall mean all information and documentation of a party that:
- a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such entity;
  - b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing entity and marked "confidential" or with words of similar meaning;
  - c) with respect to information and documentation of London, whether marked "Confidential" or not, consists of London's information and documentation included within any of the following categories:
    - (i) Employee, agent, customer, supplier, or contractor lists;
    - (ii) Employee, agent, customer, supplier, or contractor information;
    - (iii) Information regarding business plans (strategic and tactical) and operations (including performance);
    - (iv) Information regarding administrative, financial, or marketing activities;
    - (v) Pricing information;
    - (vi) Personnel information;
    - (vii) Products and/or services offerings (including specifications and designs);
    - (viii) London's Data; or,
    - (ix) Processes (e.g., staffing, technical, logistical, and engineering); or, any confidential Information derived from the information of a party.
- 11.2 The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The term "Confidential Information" does not include any information or documentation that was:
- (i) already in the possession of the receiving entity without an obligation of confidentiality;
  - (ii) developed independently by the receiving entity, as demonstrated by the receiving entity, without violating the disclosing entity's proprietary rights;
  - (iii) obtained from a source other than the disclosing entity without an obligation of confidentiality; or,
  - (iv) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through or on behalf of, the receiving entity).
- 11.3 Subject to London's obligations under the Municipal Act, 2001 and the Municipal Freedom of Information and Protection of Privacy Act, the parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep such information confidential.
- 11.4 Each party shall use its best commercial efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, each party shall advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- 11.5 Each party acknowledges that breach of its obligation of confidentiality may give

rise to irreparable injury to the other, which damage may be inadequately compensable in the form of monetary damages. Accordingly, either party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, at the sole election of either party, the immediate termination, without penalty to either party, of this Agreement in whole or in part.

- 11.6 Upon the termination of this Agreement in whole or in part, each party shall, within five (5) calendar days from the notification of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control. Should ICO and London determine that the return of Confidential Information is not feasible, such party shall destroy the Confidential Information and shall certify the same in writing within five (5) calendar days from the notification of a termination to the other party
- 11.7 The provisions of Section 11 shall survive the termination of this Agreement.

## **SECTION 12- PROPRIETARY RIGHTS**

- 12.1 London acknowledges that, in the course of performing the Services, ICO may use software and related processes, instructions, methods, and techniques that have been previously developed by ICO (collectively, the "**Pre-existing Materials**," ) which may be included in the Services and that the same shall remain the sole and exclusive property of ICO.
- 12.2 The SAAS accessed by London is the property of ICO and is protected by copyright, trademark and other intellectual property laws. London does not acquire any right, title, or property interest in or to the software except the limited and temporary right to use and access it in its use of the Services.
- 12.3 ICO owns and retains all right, title and interest in and to the SAAS, including without limitation all software used to provide the Service and all logos and trademarks reproduced through the Services. This Agreement does not provide London any intellectual property rights in or to the SAAS or any of its components.
- 12.4 Except as expressly set forth herein, no right to use the Confidential Information nor Pre-existing Materials separately from the Services is granted by either party to the other.
- 12.5 The provisions of Section 12 shall survive the termination of this Agreement.

## **SECTION 13 - INFORMATION SECURITY AND PRIVACY**

- 13.1 Any information shared with ICO by London will be governed, where applicable, by the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), Personal Information Protection and Electronic Documents Act (PIPEDA) and Personal Health Information Protection Act (PHIPA), in respect of personal information that it collects, uses or discloses in the course of its activities.
- 13.2 Pursuant to PIPEDA, MFIPPA and PHIPA, "**personal information**" is information about an identifiable individual that includes any factual or subjective information, recorded or not, in any form. Personal information must be (i) collected with consent and for a reasonable purpose; (ii) used and disclosed for the limited purpose for which it was collected; (iii) accurate, (iv) and accessible for inspection and correction.
- 13.3 ICO has appointed a Privacy Officer responsible for overseeing compliance with PIPEDA and PHIPA who is: Maxime Bellemare, V.P. Technologies.
- 13.4 Without limiting ICO's obligation of confidentiality as further described herein, it shall be responsible for establishing and maintaining an information security program that is designed to:
- (i) ensure the security and confidentiality of London's Data;
  - (ii) protect against any anticipated threats or hazards to the security or integrity of London's Data;
  - (iii) protect against unauthorized access to or use of London's Data;
  - (iv) ensure the proper disposal of London's Data; and,
  - (v) ensure that all subcontractors of ICO, if any, comply with all of the foregoing.
- 13.5 Without limiting any other audit rights of London, London shall have the right to review ICO's information security program prior to the commencement of Services

and from time to time during the term of this Agreement, as long as the audit does not disturb ICO's usual business activities.

- 13.6 During the provisioning of the Services, on an ongoing basis from time to time and without notice, London, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of ICO information security program, as long as the audit does not disturb ICO's usual business activities. Such audit may include review of threat risk assessments, Privacy Impact Assessments (PIA) and vulnerability assessments. In lieu of an on-site audit, upon request by London, ICO agrees to complete, within forty-five (45) days of receipt, an audit questionnaire provided by London regarding ICO information security program.
- 13.7 London reserves the right, at its sole election, to terminate this Agreement without limitation if it reasonably determines that ICO fails to meet its obligations under this section.

#### **SECTION 14 - STANDARD INSURANCE AND INDEMNIFICATION**

- 14.1 ICO shall at its own expense obtain and maintain until the termination of this Agreement, and provide London with evidence of:
- 14.1.1 Comprehensive general liability insurance on an occurrence basis for an amount not less than Two Million (\$2,000,000) dollars and shall include London as an additional insured with respect to ICO's operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers' liability, cross liability, blasting,/collapse/underpinning, pile-driving coverage, and severability of interest clauses; and
- 14.1.2 Professional liability insurance covering the work and services described in this Agreement, such policy to provide coverage for an amount not less than Two Million (\$2,000,000.) dollars and shall continue for twelve (12) months following completion of work; and
- 14.1.3 A cyber insurance clause that includes:
- a) for a first party: \$ 250,000 for remediation and notification expenses, \$ 50,000 for crisis management expenses, \$ 50,000 for data asset loss, \$ 50,000 for network business interruption loss
- b) for a third party: \$ 500,000 for intellectual property infringement, \$ 3,000,000 for network and security breach, \$ 3,000,000 for a privacy breach, \$ 3,000,000 for data personal injury
- 14.2 The policies shown above will not be cancelled or permitted to lapse unless the insurer notifies London in writing at least thirty (30) days prior to the effective date of cancellation or expiry. London reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as London may reasonably require.
- 14.3 ICO shall not commence work until such time as satisfactory evidence of insurance has been filed with and approved by the Risk Management Division of London. ICO shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date of the Term of this Agreement.
- 14.4 ICO shall indemnify and hold London harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether willful or otherwise by ICO, its agents, officers, employees or other persons for whom ICO is legally responsible.

**SECTION 15 - GENERAL PROVISIONS**

- 15.1 **Governing Law.** This Agreement shall be construed and governed in all respects by the laws of the Province of Ontario.
- 15.2 **Entirety of Agreement.** This Agreement, including the Schedules attached to it, constitutes the complete agreement between the parties with respect to the subject matter described herein and supersedes and terminates all previous agreements, written or oral, with respect to the subject matter described herein. This Agreement shall be construed without regard to the party that drafted it. Any ambiguity shall not be interpreted against either party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.
- 15.3 **Invalidity of some provisions.** In the event any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 15.4 **Waiver.** The failure by any party at any time to enforce any of the provisions of this Agreement or any right or remedy available to it hereunder or at law or in equity, or to exercise any of its options herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Agreement.
- 15.5 **Assigning this Agreement.** Neither party may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations in it without the prior written consent of the other.
- 15.6 **Notices.** Notices pursuant to this Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, by email, or by certified mail return receipt requested.

<p><b>To London:</b> <u>Invoices:</u></p> <p>London Fire Department 400 Horton St London ON N6B 1L7 Attention: Administration</p> <p>Email:</p>	<p><b>To London:</b> <b>Other:</b></p> <p>The Corporation of the City of London Office of the City Clerk 300 Dufferin Avenue, London ON N6A 4L9 Attention: City Clerk</p> <p>Email:</p>	<p><b>To ICO:</b></p> <p>ICO Technologies Inc. 2483 Beaudry Lemay Avenue, Shawinigan, QC G9N 3H7 Attention: Rene Patoine</p> <p>Email:</p>
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- 15.7 **Non-exclusivity.** Nothing herein shall be deemed to preclude London from retaining the services of other persons or entities undertaking the same or similar Services as those undertaken by ICO hereunder.
- 15.8 **Force Majeure.** Neither party shall be liable for delays or any failure to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. However, the delaying party shall use its best commercial efforts to minimize the delays caused by any such event beyond its reasonable control. Where ICO fails to use its best commercial efforts to minimize such delays, the delays shall be included in the determination of Service Level Standard achievement. The delayed party must notify the other party promptly upon the occurrence of any such event, or performance by the delayed party will not be considered excused pursuant to this section, and inform the other party of its plans to resume performance. A force majeure event does not excuse ICO from fulfilling its responsibilities relating to the requirements of backup and recovery of London's Data. Configuration changes, other changes, viruses, or

other errors introduced, or permitted to be introduced, by ICO that result in an outage or inability for London to use the Services shall not constitute a force majeure event.

- 15.9 **Cumulative Remedies.** All rights and remedies of London herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance against ICO for the enforcement of this Agreement, and temporary and permanent injunctive relief.
- 15.10 **Independent Contractor.** ICO represents and warrants that it is an independent contractor with no authority to contract for London or in any way to bind or to commit London to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of London. Under no circumstances shall ICO, or any of its staff, if any, hold itself out as or be considered an agent employee, joint venture, or partner of London. In recognition of ICO status as an independent contractor, London shall carry no Workers' Compensation insurance or any health or accident insurance to cover ICO or ICO agents or staff, if any. London shall not pay any contributions to social insurance, employment insurance, federal or provincial withholding taxes, any other applicable taxes whether federal or state, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither ICO nor its staff, if any, shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or pension plan of London.
- 15.11 **Construction.** The parties agree that the terms of this Agreement result from negotiations between them.
- 15.12 **Amendment.** This Agreement may only be modified by authorized representatives of each party and in writing signed by both parties.

**IN WITNESS WHEREOF**, each party has caused its duly authorized representatives to execute this Agreement as of March\_\_\_\_, 2018 at \_\_\_\_\_.

**The signature page follows.**

**ICO Technologies Inc.**

**The Corporation of the City Of London**

\_\_\_\_\_  
Authorized Signature \*  
\*I have the authority to bind the corporation

\_\_\_\_\_  
Authorized Signature \*  
\*I have the authority to bind the corporation

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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Authorized Signature \*  
\*I have the authority to bind the corporation

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Date



**SCHEDULE A1A  
HIGH-LEVEL OVERVIEW OF THE FEATURES AND SERVICES  
REQUIRED BY THE LFD**

This schedule is not intended to be an all-inclusive, detailed account of the Services supported by ICO to London, more specifically to the London Fire Department (hereinafter referred to as LFD).

The purpose of this schedule is to provide the parties with a high-level overview of the features and services required by the LFD. Despite the foregoing, ICO shall provide its Services in accordance with the Agreement, Schedule A1A, A1B, A1C, Schedule A2 and Schedule .

The annual cost outlined within the attached quote shall support the following functionalities:

<b>1</b>	<b>Human Resources</b>
<b>1.1</b>	<b>Personnel Database</b>
1.1.1	<i>The proposed module includes a personnel records</i>
1.1.2	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
1.1.3	<i>Hyperlink to training records &amp; reports - summary page showing by training type, grade/mark, year taken, due/overdue, with minimum "clicks"</i>
1.1.4	<i>Hyperlink to training records &amp; reports module to access detailed Training records, create user-specific reports such as by subject, date, etc. with minimum "clicks"</i>
1.1.5	<i>Hyperlink to injury reports information &amp; reports - summary page showing type, date, days off, with minimum "clicks"</i>
1.1.6	<i>Hyperlink to injury / exposure reports information &amp; reports module to access full Injury / exposure reports, create user-specific reports by date, type of injury etc. with minimum "clicks"</i>
1.1.7	<i>Hyperlink to attendance information &amp; reports - summary page showing, for example, number of lost days during current year and prior year, by category of absence (i.e. WSIB, sickness, bereavement, etc.) with minimum "clicks"</i>
1.1.8	<i>Hyperlink to attendance information &amp; reports module to create user-specific reports such as by date / range of dates, pay type (acting, overtime), type of absence, etc. with minimum "clicks"</i>
1.1.9	<i>Hyperlink to discipline records &amp; report / personnel record includes discipline information see attached sample, with minimum "clicks"</i>
1.1.10	<i>Hyperlink to discipline records &amp; reporting module to create user-specific reports, for example, by individual, discipline category, date range, etc., with minimum "clicks"</i>
1.1.11	<i>Hyperlink to Report showing all incidents attended (Firefighting), with minimum "clicks"</i>
1.1.12	<i>Hyperlink to Report showing all calls taken (Communications &amp; Dispatch) with minimum "clicks"</i>
1.1.13	<i>Hyperlink to Report showing all Inspections &amp; Investigations conducted (Fire Prevention) with minimum "clicks"</i>
1.1.14	<i>Hyperlink to Report showing all events attended (Public Education) with minimum "clicks"</i>
1.1.15	<i>Hyperlink to Report showing equipment and uniform issue (see 6.2)</i>
<b>1.2</b>	<b>Attendance / Staff Scheduling</b>
1.2.1	<i>Module allows creation of a Duty Roster ex. coding for squads, qualifications or special teams (Haz Mat etc.) or special status (call-ins, modified etc.)</i>

1.2.5	<i>All Other Divisions: Daily Attendance / Parade Statement</i>
1.2.6	<i>Summary and Detailed Reports preset by day, month, week, employee, squad, station, division, shift, job title, modified duties etc.</i>
1.2.6	<i>Summary and Detailed Reports can be created by user by selecting desired fields - day, month, week, employee, squad, station, division, shift, job title, modified duties etc.</i>
1.2.8	<i>Summary and Detailed Reports can be set up as exception reports on a set schedule</i>
1.2.9	<i>Hyperlink to each personnel record, subject to access permissions set up at user level</i>
1.2.10	<i>Permits electronic approval of daily attendance by authorized approvers</i>
1.2.11	<i>Potential to directly feed daily payroll data into Kronos System</i>
1.2.12	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
<b>1.3</b>	<b>Trading Shifts - Work Order System</b>
	<i>System based on a Work Order type basis:</i>
1.3.1	<i>Number/serialized by year and sequential issuing</i>
1.3.2	<i>Trade remains outstanding in system until tradee returns the trade - same WO #</i>
1.3.3	<i>System tracks outstanding trades</i>
1.3.4	<i>System provides pre-set warnings to those owed trades that they must be used</i>
1.3.5	<i>System ensure the tradee and the trader are the same classification before being sent to Platoon Chief</i>
1.3.6	<i>Systems ensures that the tradee has been off duty for a minimum of 16 continuous hours</i>
1.3.7	<i>Reports can be easily generated by date, trader, tradee, outstanding trades, activity</i>
1.3.8	<i>Reports can be set up as exception reports on a set schedule</i>
1.3.9	<i>Monthly showing those that have 6 and then 3 months to repay trades</i>
1.3.10	<i>Monthly showing those that have trades more than 1 year old</i>
1.3.11	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
<b>1.4</b>	<b>Accumulated Overtime (AOT) , Acting Assignments</b>
1.4.1	<i>Tracks by employee, squad, station, division, job title, date earned/acted, date used/cashed etc.</i>
1.4.2	<i>Report creation/generation and updating</i>
1.4.3	<i>Data is linked to employee record see 1.1.8</i>
1.4.4	<i>Exception Reporting based on 40, 60 hours accumulation, booked, reason earned, etc.</i>
1.4.5	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
<b>1.5</b>	<b>Absenteeism Monitoring</b>
1.5.1	<i>Tracks and flags patterned absences such as sick time booked around stat holidays, trades, vacation, weekends, specific month, etc.</i>
1.5.2	<i>Tracks and flags patterned absences by employee, station, squad, type of absence (sick time, AOT, vacation, WSIB)</i>
1.5.3	<i>Following each daily submission, compares employee absences by category against thresholds</i>
1.5.4	<i>Through exception reporting, identifies each business day individuals who have exceeded thresholds</i>
1.5.5	<i>Summary and Detailed Reports can be easily generated by date, type of absence, patterns</i>

1.5.6	<i>Number of lost days per injury easily determined</i>
1.5.7	<i>Injury views and reports can be easily generated by a range of date, type of injury, location</i>
1.5.8	<i>Absences can be viewed using a range of dates</i>
1.5.9	<i>Patterned absences easily determined and graphically depicted</i>
1.5.10	<i>Ability to electronically fill in Supervisor Report of Incident (SROI), Workplace Violence Incident Report at least with info similar to attached samples, and link to individual personnel records, plus any other documents in WORD, EXCEL, PDF or picture format</i>
1.5.11	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
<b>1.6</b>	<b>Vacation Scheduling</b>
1.6.1	<i>Vacation / Time Off Request Form</i>
1.6.2	<i>Vacation / Time Off Records / reports</i>
1.6.3	<i>How well does the Vacation Scheduling System:</i>
1.6.4	<i>Show tour and the number of individuals out, by classification</i>
1.6.5	<i>Measures the number of individuals out on vacation by classification per policy</i>
1.6.6	<i>Automatically update the summer tours for following year - advances by 3 double tours each year</i>
1.6.7	<i>Determine minimum and maximum number of "off season" vacation provided per policy?</i>
1.6.8	<i>Ensure right number of tours are provided each employee per year in accordance with Collective Agreement</i>
1.6.9	<i>Perform random selection of individuals, by classification, for "off season" tours</i>
1.6.10	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
<b>1.7</b>	<b>Discipline / Grievance management</b>
1.7.1	<i>Each employee has a discipline record or the personnel record includes discipline information</i>
1.7.2	<i>Summary and Detailed Reports are preset to be run by individual, division, squad, station, date, type of discipline etc.</i>
1.7.3	<i>Reports can be set up as exception reports on a set schedule</i>
1.7.4	<i>Discipline Letters and other documents can be attached / hyperlinked to individual personnel record (PDF, WORD, EXCEL, picture format)</i>
1.7.5	<i>Discipline can be flagged by "Sunset Clause" date for removal</i>
1.7.6	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
<b>2</b>	<b>Automated Staff book off and call in System</b>
2.1	<i>System has the ability to integrate with third party book off and call in software</i>
2.2	<i>Does the offering include an automated book off sick and call ins system/module?</i>
2.3	<i>Does the offered book off and call in system have the ability to integrate with Kronos Payroll system ?</i>
2.4	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
<b>3</b>	<b>Records Management (non personnel)</b>
3.1	<b>General Requirements</b>
3.1.1	<i>Forms be fillable and attachable to personnel or property records</i>
3.1.2	<i>In Field and in the Office Data Access</i>
3.1.3	<i>Information should be queued in case of loss of connectivity</i>

3.1.4	<i>Ability to attach WORD, EXCEL ONE NOTE, PDF picture file types</i>
3.1.5	<i>Incidents can be viewed using a range of dates, address, response type, squad, station, etc.</i>
3.1.6	<i>Reports can be easily generated by date, type of incident, time on incident, equipment used,</i>
3.1.7	<i>Reports can be set up as exception reports on a set schedule</i>
<b>3.2</b>	<b>Database (non personnel)</b>
3.2.1	<i>Property Database (for example: address, structural info, ownership, building systems info and maps, drawings, hydrants, fire safety plans, key holder info)</i>
3.2.2	<i>Property Database - ability to see it on map / potential integration with City Maps application and AMANDA</i>
3.2.3	<i>Public Forms such as Inspection Request Form, Open Air Burn Permit Form be fillable and potentially submittable from City / LFD public website</i>
3.2.4	<i>Exception Reporting with mechanism to elicit response for deviation, for example:1. Response Time based upon predetermined travel standards;2. Turn out Time measured against predetermined standards;3. Periodic Checks not completed within departmental timelines (see Periodic Inspection Reports section for detail);4. Reports not completed or checked within departmental timelines and requirements;</i>
<b>3.3</b>	<b>Forms &amp; Periodic Reports - All Divisions</b>
3.3.1	<i>Individual Requisition Forms - Clothing, Boots, Shoes, Bunker Gear, Dry Suits, helmets, etc.</i>
3.3.2	<i>Alterations Requisition Form - Clothing, Bunker Gear</i>
3.3.3	<i>Station Supplies Requisition Form - Medical Supplies, Cleaning Supplies, Kitchenware Supplies, etc.</i>
3.3.4	<i>Repair / Replacement Service Requisition Forms - Vehicles, Equipment, Facility (electrical, mechanical, plumbing, etc.)</i>
3.3.5	<i>Periodic (weekly, monthly, annual) Vehicle Checks</i>
3.3.6	<i>Periodic (weekly, monthly, annual) Equipment Checks</i>
3.3.7	<i>Periodic Check for Self Contained Breathing Apparatus (SCBA), Personal Protective Equipment (PPE), Air Bottles</i>
3.3.8	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
<b>3.4</b>	<b>Fire Prevention</b>
3.4.1	<i>Inspection Request Form</i>
3.4.2	<i>Application for Open Air Burn Permit</i>
3.4.3	<i>Request to invoice for Inspection (internal form)</i>
3.4.4	<i>Notice to Building Owners / Managers</i>
3.4.5	<i>Vulnerable Occupancy - Fire Drill Scenario Form (OFMEM Form)</i>
3.4.6	<i>Order to Pay Costs Form</i>
3.4.7	<i>Electrical Inspection Order</i>
3.4.8	<i>Primary Caution Notice</i>
3.4.9	<i>Certificate of Offence (multi copy) pre numbered</i>
3.4.10	<i>Fines Table</i>
3.4.11	<i>Fireworks Checklist (internal form)</i>
3.4.12	<i>Fireworks Discharge Permit</i>
3.4.13	<i>Fire Scene Release (multi copy)</i>
3.4.14	<i>Fire Safety Plan for Public Event Tents</i>
3.4.15	<i>Smoke Alarm Program - Residential Visit Report</i>

3.4.16	<i>After the Fire Program - Residential Visit Report</i>
3.4.17	<i>Vacant Building Assessment / Inspection / Change of Status Form</i>
3.4.18	<i>Inspector's Daily Activity Report</i>
3.4.19	<i>Public Educator's Daily Activity Report</i>
3.4.20	<i>FIS Risk Template (OFM Form)</i>
3.4.21	<i>Investigation Reports Fire Origin and Cause Assessment Report</i>
3.4.22	<i>Investigation Reports LFD Short Form Reports</i>
3.4.23	<i>Inspection Reports - Routine Orders, Recall, Complaint, Information, BL, RRUL Inspections</i>
3.4.24	<i>Inspection Reports Part I Tickets</i>
3.4.25	<i>Inspection Reports Part III Charges</i>
3.4.26	<i>Standard Letters</i>
3.4.27	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
3.4.28	<i>Activity Indicator Reports - Summary And Detail: Inspection activity by individual, such as but not limited to number of buildings, by building class, time taken, criticality of findings; type of inspection, zones</i>
3.4.29	<i>Monitoring Reports - Summary and Detail: activities such as recall inspections or complaint inspections to ensure adherence to timelines and flag for supervisor with exception reports</i>
3.4.30	<i>Activity Indicator Reports - Summary and Detail: Public education events activity by preparation time, presentation time, number of people attended, age groups, hot zone locations, material distributed, etc.</i>
3.4.31	<i>Inventory Usage and Ordering: Fire Prevention Supplies, Public Education Supplies</i>
<b>3.5</b>	<b><i>Fire Fighting</i></b>
3.5.1	<i>Fire Fighting - LFD Incident Report</i>
3.5.2	<i>Fire Fighting - LFD Medical Assist Report (MAR)</i>
3.5.3	<i>Fire Fighting - OFM Standard Incident Reporting (SIR)</i>
3.5.4	<i>Fire Fighting - OFM Injury Report</i>
3.5.5	<i>Exposure Report, linked to individual personnel record</i>
3.5.6	<i>Witness Statement</i>
3.5.7	<i>Designated Officer Incident Assessment Form</i>
3.5.8	<i>LFD Incident Safety Officer Checklist</i>
3.5.10	<i>Supervisor Report of Injury (SROI)</i>
3.5.11	<i>Work-Related Injuries - Supervisor Checklist</i>
3.5.12	<i>Incident Summary for Media Information</i>
3.5.13	<i>Report on Health or Safety Concern</i>
3.5.14	<i>Fire Watch - Duties Hand out (to be distributed in paper form)</i>
3.5.15	<i>Fire Watch - Log Form</i>
3.5.16	<i>Smoke Alarm - Waiver and indemnification Form (needed in multi-copy, paper form)used with 3.4.15</i>
3.5.17	<i>Liability Release Declaration (needed in multi copy, paper form)</i>
3.5.18	<i>Confirmation of Daily and Monthly Checks</i>
3.5.19	<i>Personal Protective Equipment (PPE) Inspection Report</i>
3.5.20	<i>Bunker Gear Clean or Repair</i>
3.5.21	<i>Full Body Harness Log</i>
3.5.22	<i>Pre-Incident Planning</i>
3.5.23	<i>Pre-Incident Planning - High Vulnerability Occupancies</i>

3.5.24	<i>Pre-Incident Planning - Hi Rise Apartment Building</i>
3.5.25	<i>Quick Action Response Plan</i>
3.5.26	<i>Requisition for alterations or modifications to apparatus or equipment</i>
3.5.27	<i>Checklist for Carbon Monoxide Alarm Emergency</i>
3.5.28	<i>Vacant Building Assessment Form</i>
3.5.29	<i>LFD Vehicle / Equipment - Lost or Damaged Report</i>
3.5.30	<i>Radio Issues Reporting</i>
3.5.31	<i>Failure or Malfunction of SCBA</i>
3.5.32	<i>Daily Apparatus Inspection Report</i>
3.5.33	<i>Weekly Vehicle and Equipment Report</i>
3.5.34	<i>Weekly Aerial Inspection Truck 7 - Emergency One</i>
3.5.35	<i>Weekly Aerial Inspection Truck 23 - Emergency One</i>
3.5.36	<i>Weekly Aerial Platform Inspection Truck 1</i>
3.5.37	<i>Weekly Aerial inspection SMEAL Aerials</i>
3.5.38	<i>Weekly Aerial 75 FT Quint Vehicle Inspection</i>
3.5.39	<i>Weekly Vehicle Inspection Report</i>
3.5.40	<i>Weekly Ancillary Equipment Check</i>
3.5.41	<i>Employee Functional Abilities assessment form</i>
3.5.42	<i>Employee Treatment Memorandum</i>
3.5.43	<i>City owned automobile / property / vehicle theft report</i>
3.5.44	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
<b>3.6</b>	<b>Training <i>SEE LEARNING MANAGEMENT</i></b>
<b>3.7</b>	<b>Apparatus <i>SEE ASSET MANAGEMENT &amp; INVENTORY</i></b>
<b>3.8</b>	<b>Communications &amp; Dispatch</b>
3.8.1	<i>Communications and Dispatch - Event Logs (Audio and Text versions)</i>
3.8.2	<i>Dispatch activity by individual, by dispatch time with exception reporting for exceeding pre-sets, call volumes per day, time of day, type of call (emergency or otherwise) - see attached samples</i>
3.8.3	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
3.8.4	<i>Weekly Radio Equipment Checks</i>
3.8.5	<i>Database of Road Closures</i>
<b>4.0</b>	<b>Work Order System and Scheduling</b>
4.1	<i>Electronic fillable forms and Processing System (with status changes shown by colour codes for example)</i>
4.2	<i>Facility, Vehicle or Equipment Repair / Replacement / Service Requests from Fire Stations to Apparatus or Facilities, subject to type of work.</i>
4.3	<i>Scheduling Fire Prevention Inspections, Recall Inspections and reminders. Automated messaging to Admin for invoicing with inspection details.</i>
4.3.1	<i>Ability to select occupancies based on risk, occupancy type, frequency of incidents, etc.</i>
4.3.2	<i>System permits scheduling by using estimated hours per inspection</i>
4.3.3	<i>Recall inspections automatically added to Inspectors schedule based on the recall date noted in the Inspection Order.</i>

4.3.4	<i>Systems takes into account employee scheduled time off such as vacations, accumulated overtime, training, meetings, etc.</i>
4.3.5	<i>System is linked to attendance module and automatically flags the CFPO and ACFO when an Inspector books off ill or on bereavement</i>
4.4	<i>Scheduling Public education events with reminders. Ability to assign shared equipment to event.</i>
4.5	<i>Scheduling periodic (weekly, monthly, annual) inspections for vehicle checks, equipment checks, MTO checks, pump testing, ladder testing, Face Fit Testing of SCBA, Bottle Rotation, Training and such other work. Should be able to set up location specific or all locations, one time or recurring, assignable to a location or staff or classification type (for example, all FFAOs, all Platoon Chiefs),</i>
4.6	<i>Summary and Detail Reports showing upcoming activities by type, location, day, month, staff, equipment, etc.</i>
4.7	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
<b>5.0</b>	<b>Learning Management System</b>
5.1	<b><i>Similar functionalities as to what LFD is currently:</i></b>
5.2	<i>Module creation, when required, for a sub topic or new area of expertise (for example, administering naloxone, water rescue)</i>
5.3	<i>Lesson Planning repository with the access limited to Training Division staff</i>
5.4	<i>Training modules for self-study for each staff group with reminders for refresher courses</i>
5.5	<i>Training Records attached to the individual personnel record</i>
5.6	<i>Summary and Detail Reports showing mandatory training and refreshers by training instructor and trainee, hours of training, training type (mandatory /optional), training topic, date, date range, squad, recert dates, etc.</i>
5.7	<i>Monitoring of self-directed training by date due, etc. with exception reporting when staff fail to meet the department set goals and objectives</i>
5.8	<i>Training Assessments or Candidate Evaluations</i>
5.9	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
<b>6.0</b>	<b>Asset Management &amp; Inventory (Apparatus Division, Stores and Fire Stations)</b>
6.1	<i>Tangible Capital Assets (vehicles, bunker gear, equipment, radios)</i>
6.1.1	<i>i. cost, warranty, estimated useful life, cost of repairs</i>
6.1.2	<i>ii. location of equipment (at which station and on which truck, where applicable) and trucks</i>
6.1.3	<i>iii. identify specialty equipment such as hazmat, tech rescue, water rescue by truck and station</i>
6.1.4	<i>iv. whether active or out of service</i>
6.1.5	<i>v. scheduling of repetitive tasks such as cleaning of bunker gear; MTO checks, etc.</i>
6.1.6	<i>vi. Where applicable, sound level testing results by assets.</i>
6.2	<i>Bunker Gear, Boots, Helmets, Uniforms and such records by employee, date of issue, size, colour, # of stripes, new / replacement / damaged</i>
6.3	<i>Clothing, Bunker Gear Record linked to Employee Record</i>
6.4	<i>Consumables – Apparatus Division Parts &amp; Supplies, Haz Mat, Tech Rescue, Water Rescue Supplies, Medical Supplies, Station Supplies, Public Education Supplies</i>
6.5	<i>Stock replenishment to pre-established levels</i>
6.6	<i>Specialized Software and hardware in use by Comms, Training, Admin cost, warranty, estimated useful life, annual fees, licences, contact info, location</i>
6.7	<i>Apparatus Records to include truck location</i>

6.8	<i>Apparatus - Record and track Facilities and Vehicles service and maintenance – time spent, parts used (see Inventory and Asset Management section)</i>
6.9	<i>Vehicle &amp; Equipment Analysis - Number of Vehicles or equipment serviced per month, repaired per month, time spent, cost per truck, per mechanic, historical vehicle maintenance cost by vehicle, etc.</i>
6.1	<i>The information is laid out clearly and easy to access, with expandable fields where applicable for input of detailed description</i>
<b>7.0</b>	<b>Incident Response Mapping - GPS / AVL</b>
7.1	<i>A system that plots calls and transmits to responding vehicles on a tablet or such device, a map using IP addresses or other software, showing incident location as well as suggested routes for responding vehicles, radio channel and any other incident related or property related information such as an aerial view of the property, any fire safety plans or other documents related to the address that assist the response crew.</i>
7.2	<i>i. Live feed Dashboard by Stations should include, but not limited to: 1. Active Vehicles and equipment, staff by rank or classification, specialty training and certifications, by current location; 2. Vehicles responding to alarms, with response type (i.e. structure fire, motor vehicle collision (MVC), medical), staff on vehicles, geographic area, demographics; 3. General information provide in a static window or through scrolling message, or both, showing items like weather conditions, traffic, street closures, and as inputted by administration</i>

Project milestones should be developed for all service areas.

Fire Prevention and Personnel management proposed as Phase 1 of the project implementation.

The above is a sample of requirements to highlight expectations from ICO for the quoted price.



**SCHEDULE A1B**  
**GENERAL SAAS AND DATABASE RELATED REQUIREMENTS**

ICO shall ensure the following SaaS and database related requirements are met:

1. Server uptime of at least 99.9%.
2. Support: Within its support services, ICO commits to provide:
  - a) 24 hours / 7 days a week / 365 days a year technological support for system issues
  - b) Issue resolution time lines when the resolve to issues cannot be immediately addressed during the telephone call advising ICO of an issue, ICO will endeavour to resolve the issue within the time frame of the Escalation Plan provided in this Agreement.
3. Integration: The application and databases shall be enabled to integrate with London, provincial, federal or other third party applications / databases as required and when available.
4. Storage of London's data on no less than three (3) servers located in Canada, noting that:
  - a) None of the data shall ever be stored outside of Canada
  - b) Provide a disaster recovery plan on how ICO recovers and protects London data in the event of a disaster.
5. Collection, Use and disclosure of London data – ICO or any of its agents shall not directly or indirectly use, collect or disclose any personal information for any purposes not authorized by London.
6. Restrictions on Further Data Transfers – Notification of transferring data from specific equipment, locations or territories so that it is clear which laws will apply to the relevant processing.
7. Storage of London's data – if requested ICO shall provide London owned data within 24 hours of request in a machine-readable format acceptable to London.
8. Confidential Information – ICO shall ensure:
  - a) That personal information collected and stored on the third party server is kept confidential and secure;
  - b) It limits the disclosure of confidential information to only those who have a need to know it;
  - c) ICO does not directly or indirectly disclose, destroy, exploit or use any confidential information without obtaining London's written consent.
9. Access to Information – Limit access to the information and restrict further uses by ICO as is appropriate for the context and sensitivity of the information; MFIPPA will govern where applicable.
10. Notice of Compelled Disclosure: If ICO is legally compelled to disclose any of London's confidential information, ICO must provide London with prompt notice to allow London to seek a protective order or other appropriate remedy to prevent or limit such disclosure.
11. Subcontracting: ICO is not permitted to subcontract the whole or any part of the Agreement without London's prior written consent.
12. Responsibility for Subcontractors – ICO retains prime responsibility and liability for any act or omission of any of its subcontractors (and their subcontractors) to the extent there is any breach of applicable data protection requirements.
13. Deletion and Backup of Data
  - a) Backups – backups of relevant data will be conducted on a regular basis and, if requested by London or LFD, copies will be provided.
14. Security – ICO represents, warrants, and confirms, and shall continue to ensure that:
  - a) all security measures are taken by all service providers and ensuring that these measures are complied with
  - b) provide London with quick detailed information in the event of a personal or confidential breach or security incident at all times and adhering to all regulations and provincial laws

- c) that the security and integrity of all personal information and records in its possession are complied with
  - d) Personal information and records are kept in a physically secure and separate location, safe from loss, alteration, destruction and intermingling with other records and databases. ICO shall implement, use and maintain the most appropriate products, tools, measures and procedures to do so
  - e) that all points of sale devices must incorporate reliable security, including secure operating and control systems that prohibit any incoming connection to the devices.
15. Power Outage – Ensure that there are procedures in place in the event of an outage to ensure business continuity and prevent data loss.
  16. Business Recovery Following System Outages
    - a) Seamless synchronization when an application loses connectivity to the records management system
    - b) The module will seamlessly integrate with property databases as when available or as required.
  17. Service Levels – Subject to Service level agreements in terms of inputting, updating, modifying, archiving, returning or deleting data and what remedies are available for failure to meet relevant requirements.
  18. Ownership of the data – Data remains the property of London and any other data that London provides as it must comply with its obligations under privacy laws that include enabling customers to access their personal information, request corrections, and resolve issues and complaints.
  19. Return of Data on Termination of the Agreement, company changes ownership, bankruptcy, insolvency, receivership – Through an escrow process, ICO shall ensure London is provided with LFD data and applications should ICO commence insolvency proceedings, receivership, bankruptcy, takeovers or terminate the agreement, in order to not impact London’s day-to-day operations.
  20. Retention and Destruction Exit Strategy – ICO must return all of London's data to London before the end of the term of the Agreement, with no copy kept by ICO. ICO will securely delete all London data within reasonable and specified timeframe: no later than six months after the Agreement has terminated.
  21. Audits – London will conduct audits from time to time on all services provided by ICO to ensure compliance with relevant agreements. Audits may include but not limited to periodical inspections, review access logs, review of threat risk assessments, privacy Impact Assessments (PIAs), vulnerability assessments, and confirm that physical locations where personal information is processed and stored are compliant.
  22. Compliance - At all times London must be compliant with all ICO's SaaS and Services requirements.

**SCHEDULE A1C**  
**Response of ICO to Request for Proposals (RFP)**

As received by the Corporation of the City of London Purchasing & Supply Department

## SCHEDULE A2 SERVICE FEES

### CLoud BASED ENTERPRISE WIDE MANAGEMENT ADMINISTRATION SYSTEM FOR LONDON FIRE DEPARTMENT

Cost Area	Personnel Database	Automated Book On Book Off System	Records Management	Work Order System & Scheduling	Learning Management System	Asset Management & Inventory	Incident Mapping, GPS / AVL	Total	Notes
<b>One Time Costs:</b>									
<b>Software, Implementation and Integration</b>									Progressive billing on a per module basis
Project Strategy, Planning and Management	\$70,000	\$10,000	\$70,000	\$10,000	\$20,000	\$10,000	\$25,000	<b>\$215,000</b>	25% at contract signature 25% after installation 25% after data integration 25% at go live
Business Requirements Analysis									
Change Management									
System Configuration and Setup									
Customization									
Testing									
Report Development									
Data Conversion									
Data Integration									
Training									
Initial Go Live Support									
<b>Licensing and User Fees (during Implementation), as applicable</b>									<b>One-time payment for user licences</b>
User Licences	\$35,000	\$10,000	\$50,000	\$10,000	\$20,000	\$20,000	\$20,000	<b>\$165,000</b>	50% at contract signature for all modules 50% after installation on per module basis
<b>Information Security (during implementation)</b>									
Backups, Disaster Recovery, Business Continuity								<b>\$0</b>	
Penetration Testing								<b>\$0</b>	
<b>Other Costs</b>									
Travel expenses	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	<b>\$8,400</b>	will be charged monthly according to real cost; Not to exceed \$8,400
<b>Total One-Time Costs</b>	<b>\$106,200</b>	<b>\$21,200</b>	<b>\$121,200</b>	<b>\$21,200</b>	<b>\$41,200</b>	<b>\$31,200</b>	<b>\$46,200</b>	<b>\$388,400</b>	
<b>Recurring Maintenance Costs:</b>									

									Yearly cost: billing will start on a per module basis 90 days from Go Live
<b>Licencing and User Fees</b>									
User Licences	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$1,750	
Other Software Licencing Fees								\$0	
Data Storage Charges	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$3,500	
<b>Support and Maintenance</b>								\$0	
Maintenance Fee / Annual Subscription	\$8,750	\$1,250	\$8,750	\$1,250	\$2,500	\$1,250	\$3,125	\$26,875	First year free of charge. Charge applicable 12 months after production date of the module
Upgrades / Updates	\$8,750	\$1,250	\$8,750	\$1,250	\$2,500	\$1,250	\$3,125	\$26,875	First year free of charge. Charge applicable 12 months after production date of the module
Custom Requests								\$0	
<b>Information Security</b>								\$0	
Backups, Disaster Recovery, Business Continuity	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$7,000	
Penetration Testing	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$7,000	
Recurring Maintenance Costs See below for detail by year	\$20,250	\$5,250	\$20,250	\$5,250	\$7,750	\$5,250	\$9,000	\$73,000	
<b>Maintenance Schedule:</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6-10</b>			
Rate of Increase over Prior Year (as a percentage)	0	2	2	2	2	2			

Recurring Maintenance Costs, assumed all modules, first payable in 2019	
Contract term 3 years (2018-2020)	
2019 Maintenance and Upgrades Waived	\$19,250
2020 Full Cost	\$73,000
<b>TOTAL</b>	<b>\$92,250</b>
Three 1 year extensions (2021, 2022, 2023)	
2021 Optional One year Extension (1 of 3) with 2% Increase	\$74,460
2022 Optional One year Extension (2 of 3) with 2% Increase	\$75,949
2023 Optional One year Extension (3 of 3) with 2% Increase	\$77,468

Additional Costs if and when needed:	
\$120	Hourly Rate for Professional Services
\$120	Hourly Rate for Custom Programming
\$120	Data Extraction

**APPENDIX B**

#18045

Chair and Members  
Community and Protective Services Committee

April 4, 2018  
(Award Contract)

**RE: Enterprise Wide Management / Administration Software  
(Subledger CP180013)  
Capital Project PP1025 - Interface & Mobile Data  
ICO Technologies - \$388,400 (excluding H.S.T.)**

**FINANCE REPORT ON THE SOURCES OF FINANCING:**

Finance confirms that the cost of this project can be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendation of the Acting Fire Chief, with the concurrence of the Managing Director of Neighbourhood, Children, and Fire Services, and the Director, Information Technology Services, the detailed source of financing for this project is:

<b><u>ESTIMATED EXPENDITURES</u></b>	<b><u>Approved Budget</u></b>	<b><u>Revised Budget</u></b>	<b><u>This Submission</u></b>	<b><u>Balance for Future Work</u></b>
Engineering	\$200,000	\$200,000		\$200,000
Computer Equipment	800,000	791,452	386,688	\$404,764
Other City Related Expenses		8,548	8,548	\$0
<b>NET ESTIMATED EXPENDITURES</b>	<b><u>\$1,000,000</u></b>	<b><u>\$1,000,000</u></b>	<b><u>\$395,236</u></b> <sup>1)</sup>	<b><u>\$604,764</u></b>

**SOURCE OF FINANCING:**

Capital Levy	\$968,000	\$968,000	\$395,236	\$572,764
Drawdown from Vehicles & Equipment Fire R.F.	32,000	32,000		32,000
<b>TOTAL FINANCING</b>	<b><u>\$1,000,000</u></b>	<b><u>\$1,000,000</u></b>	<b><u>\$395,236</u></b>	<b><u>\$604,764</u></b>

**Financial Note:**

Contract Price	\$388,400
Add: HST @13%	50,492
Total Contract Price Including Taxes	<u>438,892</u>
Less: HST Rebate	43,656
Net Contract Price	<u>\$395,236</u>

Licencing and maintenance costs are typically at \$73,000 per year with a 2% annual increase.

LP

\_\_\_\_\_  
Jason Davies  
Manager of Financial Planning & Policy

<b>TO:</b>	<b>CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON APRIL 4, 2018</b>
<b>FROM:</b>	<b>SCOTT STAFFORD MANAGING DIRECTOR, PARKS &amp; RECREATION &amp; LYNNE LIVINGSTONE MANAGING DIRECTOR, NEIGHBOURHOOD, CHILDREN, &amp; FIRE SERVICES</b>
<b>SUBJECT:</b>	<b>SINGLE SOURCE PROCUREMENT SS18-14 RECREATION ACTIVITY MANAGEMENT SYSTEM</b>

<b>RECOMMENDATION</b>
-----------------------

That, on the recommendation of the Managing Director of Parks and Recreation and the Managing Director of Neighbourhood, Children, and Fire Services, the following actions be taken with respect to the single source acquisition of a Recreation Activity Management System for the City of London under section 14.4(g) of the Procurement of Goods and Services Policy:

- a) the price submitted by Perfectmind Inc. for a Recreation Activity Management System for the City of London, at an implementation cost of \$143,500 (excluding HST) and annual service fee of \$108,800 per year (excluding HST), for a contract term of five (5) years, BE ACCEPTED;
- b) the financing for this project BE APPROVED as set out in the Source of Financing Report attached as Appendix A;
- c) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this project;
- d) the approvals given herein BE CONDITIONAL upon the Corporation entering into a formal contract for the work to be done relating to this project; and
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations.

<b>PREVIOUS REPORTS PERTINENT TO THIS MATTER</b>
--

February 18, 2015 Community and Protective Services Committee: RFP 14-48 Recreation Activity Management System

<b>BACKGROUND</b>
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The City of London's legacy recreation activity management system (the CLASS system), which is owned by the Active Network, was originally scheduled to be out of support on November 30, 2017, but subsequently support was extended until the end of 2020. The City has used CLASS for the last twenty-seven (27) years and a new system is required to replace it. CLASS currently includes: program registration; membership management; point-of-sale; financial assistance allocation and tracking; online registration and facility booking; facility reservation; full accounting with integration to the city's financial system; and extensive reporting capabilities.

On October 9, 2014, the City issued a Request for Proposal, RFP14-48, for a recreation activity management system which was subsequently awarded to the Active Network Inc. in February of 2015. Upon implementation it became apparent that some key requirements for the City of London could not be met by Activenet, and the implementation was suspended in January of 2016, with the agreement being subsequently terminated in January of 2017.

From January, 2016 through June, 2017, staff continued to review software products in the marketplace; consulted with other municipalities through forums; invited on-site demonstrations; and came to the conclusion that the Perfectmind cloud based solution was the best product in the market for the City of London.

On July 19, 2016 the City of Brampton issued the following request for proposals: RFP2016-004 – Replacement of Existing Recreation Software System, for a five year period and awarded it to Perfectmind Inc. on March 30, 2017. Included with the RFP was a cooperative purchasing clause that allowed for other municipalities to ‘piggyback’ and benefit from lower pricing by pooling volumes with other municipalities.

Administration reviewed the potential benefits of “piggybacking” on this RFP, which include a savings of time, resources, and the leveraging of economies of scale ultimately avoiding costs to the Corporation of almost \$30,000 per year in platform use fees.

In accordance with clause 14.4(g) of the Procurement of Goods and Services Policy, Civic Administration is recommending that the contract for the implementation of a Recreation Activity Management System for the City of London be awarded to Perfectmind Inc., for a term of 5 years. It is advantageous for the City to acquire the services pursuant to the procurement process conducted by another public body.

This contract builds on Council’s strategic priorities:

Strengthening Our Community – A modernized recreation management system provides easier access to amazing recreation experiences.

Leading in Public Service – Proactive financial management by leveraging economies of scale with other municipal partners to reduce operating costs.

<b>FINANCIAL IMPACT</b>
-------------------------

The up-front implementation cost of \$143,500 (excluding HST) will be funded from approved capital project RC2070 – Customer Service Systems. The annual service fee in the amount of \$108,800 (excluding HST) is included in the approved Parks and Recreation operating budget.

<b>SUBMITTED BY:</b>	
<b>L. SCOTT OLDHAM MANAGER, BUSINESS SOLUTIONS AND CUSTOMER SERVICE</b>	
<b>REVIEWED BY:</b>	<b>REVIEWED BY:</b>
<b>IAN COLLINS DIRECTOR, FINANCIAL SERVICES</b>	<b>MAT DALEY DIRECTOR, INFORMATION TECHNOLOGY SERVICES</b>
<b>RECOMMENDED BY:</b>	<b>RECOMMENDED BY:</b>
<b>SCOTT STAFFORD MANAGING DIRECTOR, PARKS AND RECREATION</b>	<b>LYNNE LIVINGSTONE MANAGING DIRECTOR, NEIGHBOURHOOD, CHILDREN &amp; FIRE SERVICES</b>



Chair and Members  
Community and Protective Services Committee

April 4, 2018  
(Award Contract)

**RE: Single Source Procurement Recreation Activity Management System  
(Subledger CP1800012)  
Capital Project RC2070 - Customer Service Systems  
Perfectmind Inc. - \$143,500.00 (excluding H.S.T.)**

**FINANCE REPORT ON THE SOURCES OF FINANCING:**

Finance confirms that the cost of this project can be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendations of the Managing Director of Parks & Recreation and the Managing Director of Neighbourhood, Children, and Fire Services, the detailed source of financing for this project is:

<b><u>ESTIMATED EXPENDITURES</u></b>	<b><u>Approved Budget</u></b>	<b><u>Revised Budget</u></b>	<b><u>Committed to Date</u></b>	<b><u>This Submission</u></b>	<b><u>Balance for Future Work</u></b>
Construction	\$0	\$358,708	\$215,208	\$143,500	\$0
City Related Expenses	1,265,448	785,509	716,056		69,453
Other	229,610	350,841	350,841		0
<b>NET ESTIMATED EXPENDITURES</b>	<b><u>\$1,495,058</u></b>	<b><u>\$1,495,058</u></b>	<b><u>\$1,282,105</u></b>	<b><u>\$143,500</u></b> 1)	<b><u>\$69,453</u></b>

<b><u>SOURCE OF FINANCING:</u></b>					
Capital Levy	\$759,610	\$759,610	\$759,610		\$0
Debenture By-Law No. W.-5579-94	715,448	715,448	502,495	143,500	69,453
Capital Receipts	20,000	20,000	20,000		0
<b>TOTAL FINANCING</b>	<b><u>\$1,495,058</u></b>	<b><u>\$1,495,058</u></b>	<b><u>\$1,282,105</u></b>	<b><u>\$143,500</u></b>	<b><u>\$69,453</u></b>

**Financial Note:**

- 1) Contract Price  
Add: HST @13%  
Total Contract Price Including Taxes  
Less: HST Rebate  
Net Contract Price

\$143,500
18,655
<u>162,155</u>
16,129
<u>\$146,026</u>

- 2) The annual service fee in the amount of \$108,800 (excluding HST) is included in the approved Parks and Recreation operating budget.

LP

  
\_\_\_\_\_  
Jason Davies  
Manager of Financial Planning & Policy

### **3RD REPORT OF THE**

#### **ANIMAL WELFARE ADVISORY COMMITTEE**

Meeting held on March 1, 2018, commencing at 5:05 PM, in Committee Room #4, Second Floor, London City Hall.

**PRESENT:** W. Brown (Chair), K. Ashe, M. Gelinias, A. Hayes, P. Lystar and M. Toplak and H. Lysynski (Acting Secretary).

**ABSENT:** H. de Hoog, E. Nicholas and D. Simpson.

**ALSO PRESENT:** R. Oke.

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#### **I. CALL TO ORDER**

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

#### **II. SCHEDULED ITEMS**

None.

#### **III. CONSENT ITEMS**

2. Municipal Council Resolution - 1st Report of the Animal Welfare Advisory Committee

That it BE NOTED that the Municipal Council resolution adopted at its meeting held on January 30, 2018, with respect to the 1st Report of the Animal Welfare Advisory Committee from its meeting held on January 4, 2018, was received.

3. Beaver Lodge Destruction – West London

That the Director, Water and Wastewater, the Acting Division Manager, Stormwater Engineering and B. Verscheure, Land Use Regulations Officer, Upper Thames River Conservation Authority, BE INVITED to attend the next Animal Welfare Advisory Committee (AWAC) meeting to advise the AWAC on the actions relating to the beaver lodge destruction in West London, including but not limited to, the jurisdiction over the waterway in order to assess how to better protect species at risk in these circumstances and how the AWAC might assist affected residents.

#### **IV. SUB-COMMITTEES & WORKING GROUPS**

4. Wildlife and Companion Animal Sub-Committee Report

That the Manager, Urban Forestry, BE REQUESTED to advise the Animal Welfare Advisory Committee of the following, with respect to the tree trimming protocols being prepared:

- a) an update on the status of the proposed tree trimming protocols;
- b) whether or not the proposed protocols will apply to the trees being removed along the proposed Bus Rapid Transit (BRT) routes; and,
- c) if the proposed protocols apply to trees being removed along the BRT route, whether or not the proposed protocol will be communicated to the personnel contracted to remove the trees along the BRT route.

**V. ITEMS FOR DISCUSSION**

5. Dog Influenza - Preventative Measures - K. Ashe

That the matter of educating dog owners of the risks of their dogs contracting dog influenza BE INCORPORATED into the 2018 Animal Welfare Advisory Committee (AWAC) Work Plan; it being noted that the AWAC heard a presentation from K. Ashe, with respect to this matter.

**VI. DEFERRED MATTERS/ADDITIONAL BUSINESS**

6. (ADDED) 2nd Report of the Animal Welfare Advisory Committee

That it BE NOTED that the 2nd Report of the Animal Welfare Advisory Committee, from its meeting held on February 1, 2018, was received.

7. (ADDED) Animal Welfare Advisory Committee Terms of Reference

That it BE NOTED that the Animal Welfare Advisory Committee held a general discussion with respect to potentially seeking to amend their Terms of Reference to change the voting representation to individuals rather than organizations and to recommend requirements for the Voting Member positions.

8. (ADDED) 2018 Animal Welfare Advisory Committee Work Plan – Animal Care Services – Potential Service Improvements

That it BE NOTED that the London Dog Owners' Association has volunteered to work with the Wildlife and Companion Animal Sub-Committee to undertake the actions outlined in the 2018 Animal Welfare Advisory Committee Work Plan, under the Animal Care Services – Potential Service Improvements category.

**VII. ADJOURNMENT**

The meeting adjourned at 6:23 PM.

**NEXT MEETING DATE: April 5, 2018**

City of London City Council

Please take this as a request for delegate status to attend and speak at a CPSC meeting as soon as possible.

We disability advocates would like to appear in order to speak to the applicability of By-law L.-130-71 (colloquially known as the "Uber By-law") to unpaid disabled volunteers who give rides in exchange for reimbursement of reasonable expenses.

It is our view that the By-law should not apply to these poor Londoners. We urge that it is fair that they be reimbursed for their expenses rather than being required to use their very limited basic needs and shelter allowances to pay for the privilege of volunteering.

It is also our view that the City needs to immediately clarify how such disabled volunteers may avoid the risk of being ticketed under the By-law, that is, what steps such volunteers should take to be able to satisfy the City, if requested, that they are operating on a non-profit, "reimbursement of expenses only" basis. This clarification is needed as a result of uncertainty which has arisen following recent media coverage of a disabled woman who was ticketed for providing rides. Many disabled Londoners are left uncertain about whether, if someone were to complain about them, they could face a ticket of more than \$2,000 – which they could never repay from their modest disability benefits.

I anticipate, at this point, that the presenters will be myself and our Board Chair, Ms. Bonnie Quesnel.

Thank you for your consideration of this important issue.

Yours truly,

*Jeff Schlemmer*

*Executive Director*



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

**I'm hoping to bring awareness to the council about the lack of accessibility and programs in the City of London. I'm asking for them to participate in a day in a chair whether it be manual or mortar, Just for a day through our eyes is all I'm asking.**

**I would like to request delegation status at a future meeting in order to explain my idea.**

**I give permission for this to be placed on the agenda and City of London website.**

**Thanks**

**Alicia McGaw**

# Accessibility Advisory Committee

## Report

3rd Meeting of the Accessibility Advisory Committee  
March 22, 2018  
Committee Room #4

Attendance                   PRESENT: J. Madden (Chair), M. Cairns, L. Chappell, M. Dawthorne, A. Forrest, J. Higgins, N. Judges, P. Moore, K. Ramer and P. Quesnel and J. Bunn (Secretary).

ABSENT: K. Schmidt and F. Simmons.

ALSO PRESENT: C. Da Silva, J. DeVito, K. Husain, A. Macpherson, L. McDougall and J. Michaud.

The meeting was called to order at 3:00 PM.

### 1. Call to Order

#### 1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Scheduled Items

#### 2.1 Conservation Master Plan for the Medway Valley Heritage Forest ESA (South)

That the Conservation Master Plan for the Medway Valley Heritage Forest ESA (South) BE ENDORSED by the Accessibility Advisory Committee; it being noted that the Meeting Minutes from the ESA CMP Planning Process and the AODA Information Meeting held on February 21, 2018, as well as the attached presentation from L. McDougall, Ecologist, were received.

#### 2.2 Playground Proposal for the South West Community Centre

That the implementation of Option 1, as outlined in the attached presentation from J. Michaud, Landscape Architect, for the proposed playground at the South West Community Centre, BE SUPPORTED by the Accessibility Advisory Committee.

### 3. Consent

#### 3.1 2nd Report of the Accessibility Advisory Committee

That the 2nd Report of the Accessibility Advisory Committee, from its meeting held on February 22, 2018, BE RECEIVED.

#### 3.2 City of London Planning Services Committee Information Meeting - Supervised Consumption Facilities and Temporary Overdose Prevention Sites

That the Notice from City of London Planning Services with respect to a Community Information Meeting related to planning for supervised consumption facilities and temporary overdose prevention sites, from L. Maitland, Planner I, BE RECEIVED.

3.3 Notice of Application - City of London - Old East Village

That the Notice of Application dated March 12, 2018, from C. Parker, Senior Planner, with respect to an application by the City of London related to the Old East Village, BE RECEIVED.

3.4 Municipal Council Resolution - 1st Report of the Accessibility Advisory Committee

That the Municipal Council resolution from its meeting held on March 6, 2018, with respect to the 1st Report of the Accessibility Advisory Committee, BE RECEIVED.

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

None.

**5. Items for Discussion**

5.1 2018 Accessibility Advisory Committee Work Plan

That the revised attached 2018 Work Plan for the Accessibility Advisory Committee BE FORWARDED to the Municipal Council for consideration.

5.2 Accessibility Advisory Committee Deferred List

That the Accessibility Advisory Committee Deferred List, as of March 2018, BE RECEIVED.

**6. Deferred Matters/Additional Business**

6.1 (ADDED) Sub-Committee Chairs and Meeting Dates

That J. Madden BE APPOINTED as Interim Chair of the Built Environment Sub-Committee and P. Moore BE APPOINTED as Chair of the Transportation Sub-Committee; it being noted that both the Built Environment Sub-Committee and the Transportation Sub-Committee will meet the second Tuesday of each month.

**7. Adjournment**

The meeting adjourned at 4:58 PM.



# Medway Valley Heritage Forest ESA (south) Conservation Master Plan – March 2018

## Accessibility Advisory Committee



London  
CANADA



March 22, 2018

### Medway VHF ESA Southern Portion - Location



Medway Valley Heritage Forest ESA (south)





# London Plan - ESA Conservation Master Plan Policies and AODA Requirements for Trail Systems

- **Section 15.3.8 Official Plan, and, Policy 1421 [London Plan](#)**, “City Council may request the preparation of **conservation master plans** for environmentally significant areas and other natural heritage areas. Conservation master plans may be adopted by Council, and will function as guideline documents for the purposes of providing direction on the management of these areas.”
- **Policy 1422\_3 London Plan** “The identification of **management zones based on ecological sensitivity**, including descriptions of recreational uses and opportunities for eco-tourism to be provided if applicable, and details of access permitted to and within the area, including formalized pathways and **trail systems**.”
- The **Conservation Master Plan process is the “trigger” for Accessibility for Ontarians with Disability Act (AODA) compliance** requirements for the *trail system* including the **requirement for consultation with the Accessibility Advisory Committee of Council**



## BACKGROUND

### CONSERVATION MASTER PLAN PROCESS

**PHASE 1:** Community Engagement and Participation ✓  
Life Science Inventory and Evaluation ✓  
Boundary Delineation ✓  
Application of Management Zones & Review of Existing Trails ✓  
Identifying Management Issues ✓

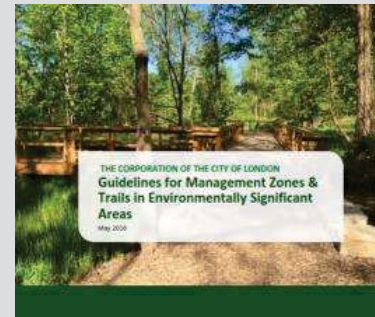
**PHASE 2:** Community Engagement and Participation ✓  
Goals, Objectives, Recommendations ✓  
Ecological Protection, Enhancement & Restoration ✓  
Trail Planning & Design Process ✓  
Priorities for Implementation ✓  
Final Conservation Master Plan ✓



# Goal of the Conservation Master Plan

To develop a comprehensive multi-year [CMP](#) that presents recommendations for achieving long-term ecological integrity and protection of the ESA through the implementation of an **environmental management strategy**.

The proposed Sustainable Trail Concept Plan complies with the Council approved [Guidelines](#) for Management Zones and Trails in ESAs (2016) (*Guidelines*) written with input from ACCAC for providing enhanced accessibility and protection of ESA ecosystems consistent with AODA requirements.



# Accessibility for Ontarians with Disabilities Act (AODA)

***By law, you must make recreational trails accessible*** if you are:

- a private or non-profit organization with 1+ employee(s) or a public sector organization; and
- building **new** public recreational trails and planning to maintain them or making major changes to existing ones and planning to maintain them
- ***The Design of Public Spaces Standard (Ontario Reg. 191/11) (“the Standard”)*** there can be exceptional conditions where the need to provide accessible trails may need to be balanced with other legitimate concerns:
  - Exceptions where making the trail accessible would have a negative effect on water, fish, wildlife, plants, invertebrates, species at risk, ecological integrity or natural heritage values
  - In such instances, ***the City is expected to meet the requirements of the Standard to the greatest extent possible.***



# References to AODA in Guidelines

## Section 2.1: Policy for Trail Planning and Design

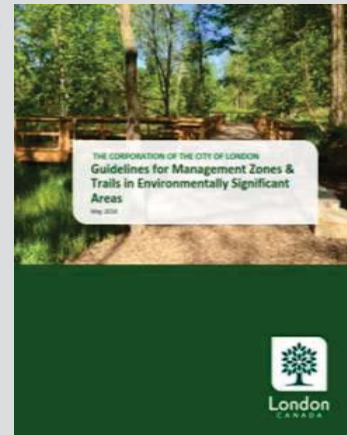
- Enjoyable, safe, accessible trails for recreation appropriate in an ESA and learning environment will be permitted in accordance with recognized accessibility legislation (such as the Accessibility for Ontarians with Disabilities Act, 2005 (AODA), best practices and the above principles [outlined in Guidelines].

## Section 2.3: Policy for Trail Planning and Design

- Trails to permit access for persons with disabilities, consistent with these guiding principles and AODA requirements, will be provided where this can be achieved while protecting the ecological integrity and ecosystem health of the ESA.

## Section 7.1 : Design and Construction: Trails

- Design and Maintenance Standards: Where the trail is deemed accessible, the trail in its entirety shall meet AODA recreational trail surface requirements for both firmness and stability.

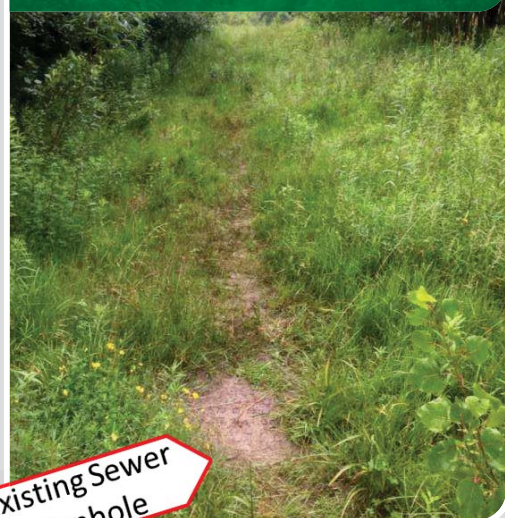


# Environmental Management Strategy: Trail Management Plan

## Utility Overlay

- Due to ongoing access requirements associated with the approximately 5.5 km of underground and aboveground utility infrastructure (hydro corridor, sewers & forcemain) located within the MVHF ESA (south), a Utility Overlay consisting of a 4 m wide corridor was established following the Guidelines.
- Where maintenance access is required, trails are generally located along the same route to minimize impacts to the surrounding ESA. **These trails are to be designed to be compliant with the AODA, where exceptions do not apply, so that trails can accommodate persons with disabilities wherever possible.**

Photo: Example of muddy/wet Level 1 trail over sewer alignment / Utility Overlay south of Glenridge Drive, east side of ESA, near Access 10



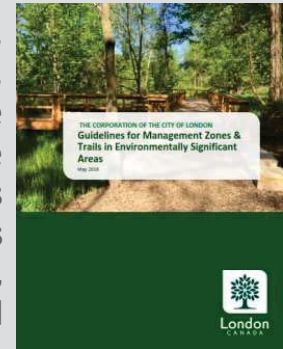
Existing Sewer Manhole



# Environmental Management Strategy: Trail Management Plan

## Nature Reserve (NR) Management Zone

- **Level 1 trails** (e.g. natural earth surface, wood chips, boardwalk, corduroy logs, stepping stones) Structures (e.g. boardwalks, bridges, stairways) may be permitted in NR Zones to reduce impacts to significant ecological features and increase the sustainability of the trail system in the ESA. **These are also areas where exceptions to making trails accessible would apply as such activities may have a negative effect on water, fish, wildlife, plants, invertebrates, species at risk, ecological integrity or natural heritage values.**



## Natural Environment (NE) Management Zone

- **Level 1 and Level 2 trails** may be located in NE Zones where it can be demonstrated that the trail will not result in negative impact to the adjacent ecological features and functions of the ESA. **Trails that comply with the Guidelines in NE zones can/must be made accessible as per AODA. Especially when Utility Overlay is present.**



## ACCAC Involvement in Medway ESA Conservation Master Plan Process

- **August 24, 2017** - first draft of CMP presented at ACCAC meeting for review and comments
- **October 23, 2017** - revised CMP and responses to ACCAC's comments presented at ACCAC (Memo responses to ACCAC comments in Appendix D of CMP)
- **November 16, 2017** - meeting with Chair of ACCAC (and two ACCAC members) re trail plan and accessibility
- **January 9, 2018** - Letter from Chair of ACCAC outlining stance on current plan and 3 proposed enhancements to the trail plan (included in Appendix D of CMP)
- **March 2017** - *CMP now includes all ACCAC's proposed changes to trail plan*
- **ACCAC representative was part of Local Advisory Committee throughout CMP process (6 meetings minutes in Appendix B)**

**Note – Consultation with ACCAC is required under AODA**



## Revised Medway Conservation Master Plan (October 2017)

**“The Accessibility Advisory Committee recognizes some enhancements to accessibility were included in the proposal [October 2017 CMP]. ACCAC is in support of the following proposed changes:**

- **Bridge at crossing A and Level 2 trail from A5 to A10** – as these enhancements will provide an accessible path through the northern most portion of the valley, connecting the Ambleside community to the Medway Valley North Accessible path system... ✓
- **Level 3 trail from A1 to A4** – as this enhancement will create an accessible connection of Medway Valley North, as well as those areas served by the proposed A5 to A10 route ✓
- **Trail surface improvements (such as those near A11 and A12)** being completed to AODA standards ✓
- **2 closed level 2 trail loops beginning at A19 and A14** - as these provide a limited degree of trail/nature experience, however noting this provides no route options, and limit path of travel to one route with a single entrance/egress point.” ✓



## Medway Conservation Master Plan (March 2018)

### **“Accessibility Advisory Committee Proposed Enhancements**

The Accessibility Advisory Committee proposes 3 additional enhancements [to the October 2017 CMP] which would significantly improve accessibility within Medway Valley South while posing no risk to the environment.

- **Upgrade the trail from A11 to the Medway creek at point D**, noting this trail runs primarily along a utility overlay ✓
- **Install a Bridge at crossing D** ✓
- **Extension of the boardwalk at A18** noting significant erosion exists, resulting in muddy surfacing and trail-widening (by those attempting to avoid the mud).” ✓



✓ **Indicates included in March 2018 [Conservation Master Plan](#)**



## What might an Accessible Linkage at look like at A & D?

- Bridge south of Sunningdale Road West in MVHF ESA







# Trail Management - Accessibility and Wayfinding

In response to ACCAC comments - new AODA compliant signage is proposed in CMP *at all access points* to include a map and identifies:

- The length of trail
- The type of surface of which the trail is constructed
- The average and minimum trail width
- The average and maximum running and cross slope
- The location of amenities, where provided

## Accessible Trail Information

- Kiosk north to Saunders Pond viewpoint (0.1km)
- Kiosk east to Saunders Cabin (0.2km)
- Saunders Cabin east to trail fork (0.2km)
- Kiosk south to Dearness (0.4km)

Tread Width	Running Slope	Cross Slope	Trail Surface
			
Avg. 200cm or 6.5ft (min. 190cm or 6ft)	Avg. 2% (max. 5%)	Avg. 2% (max. 3%)	Asphalt, granular & boardwalk

### Accessible Amenities:

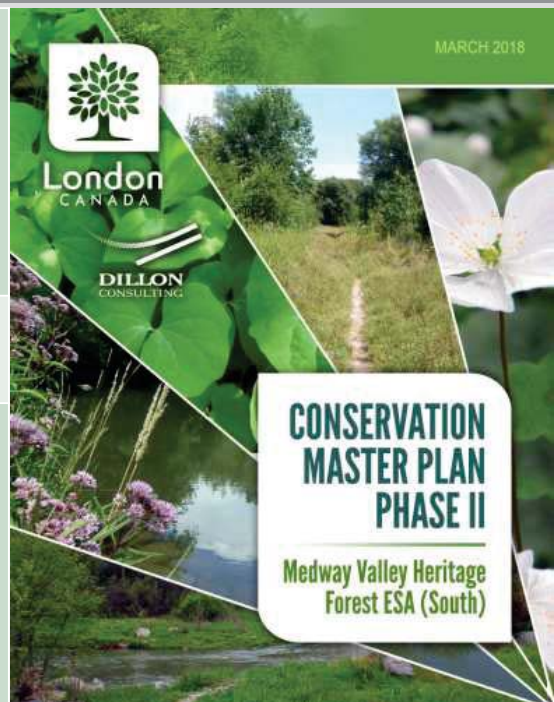
-  Bench
-  Viewpoint
-  Parking
-  W.E. Saunders Cabin Site

*Example of Existing Accessible AODA Signage at Westminster Ponds ESA – Tourism Building*



## Next Steps

<b>March 16, 2018</b>	<b>Final Medway VHF ESA (South) Conservation Master Plan (CMP) on City website</b>
<b>March 21, 2018</b>	<b>Presentation to ACCAC for CMP endorsement</b>
<b>April 16, 2018 (Not to be heard before 5pm)</b>	<b>Presentation to Planning and Environment Committee of Council (PEC) – Delegation / ACCAC chair to speak at PEC</b>



# South West Community Centre Playground

Presentation to the Accessibility Advisory Committee,  
March 22, 2018

[london.ca](http://london.ca)



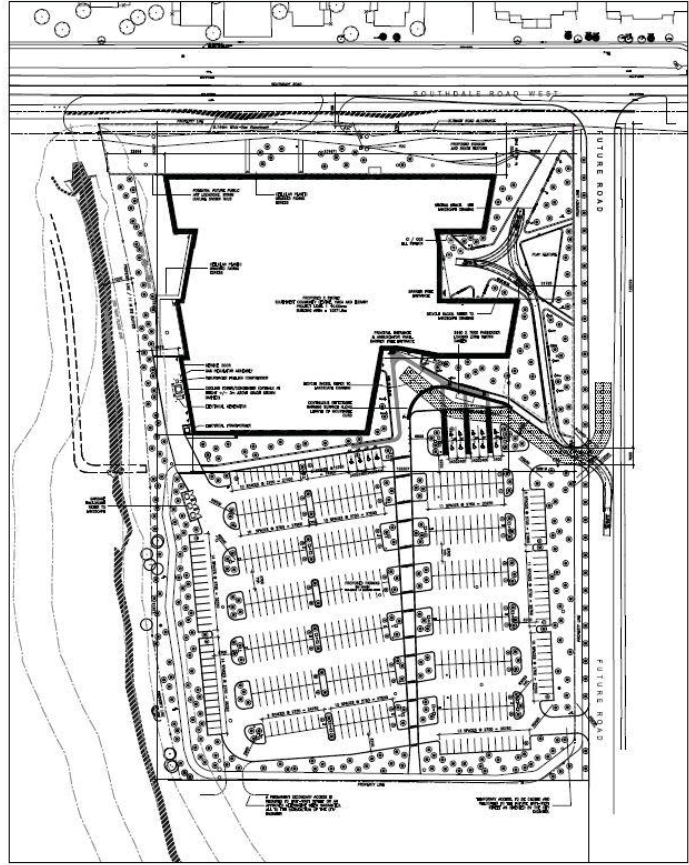
## South West Community Centre Location Map



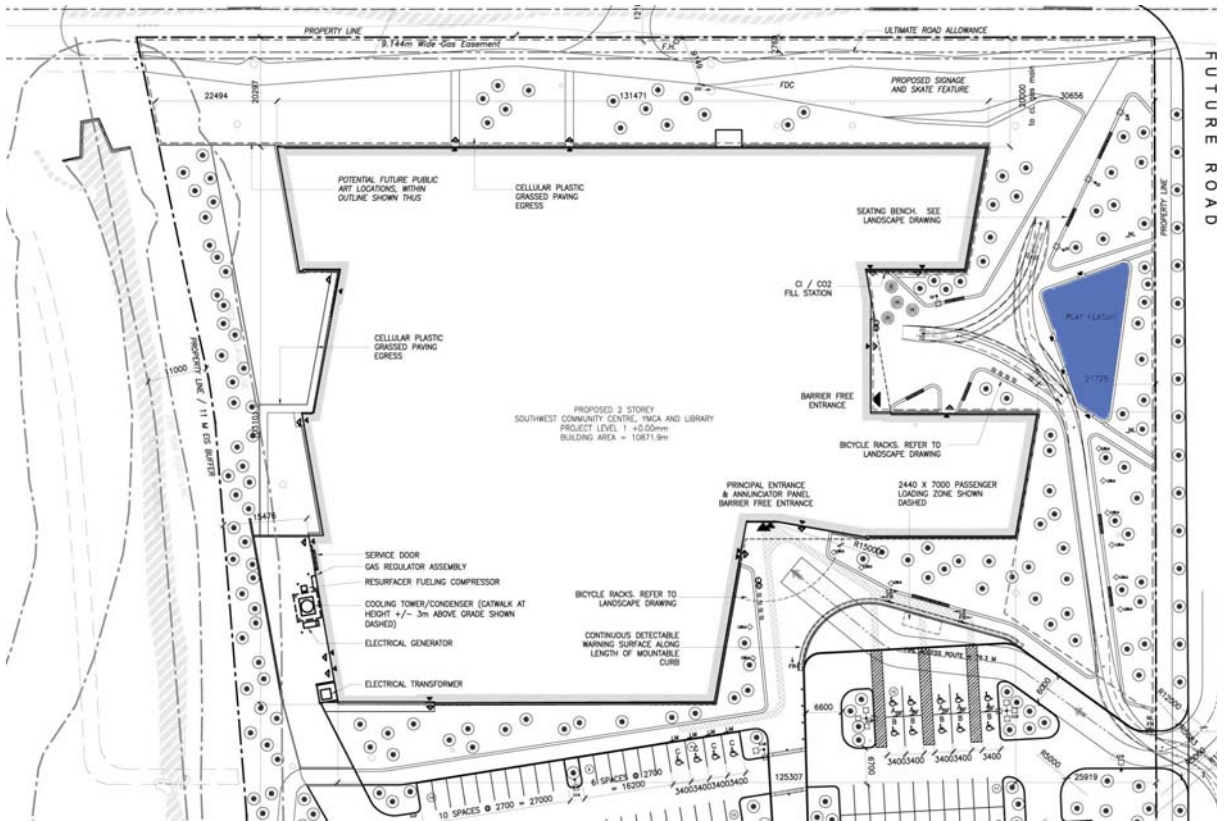




london.ca



01 SITE PLAN



london.ca

# Playground Accessibility

Two options are presented for this site.

✓ Both options meet AODA:

- Physical play
- Sensory play
- Firm and stable safety surfacing

✓ Both options have a rubber safety surfacing

✓ Both options have some motion play

✓ Both options have some collaborative play

✓ Both options have some independent play

✓ Both have partial ramp access leading to a play opportunity

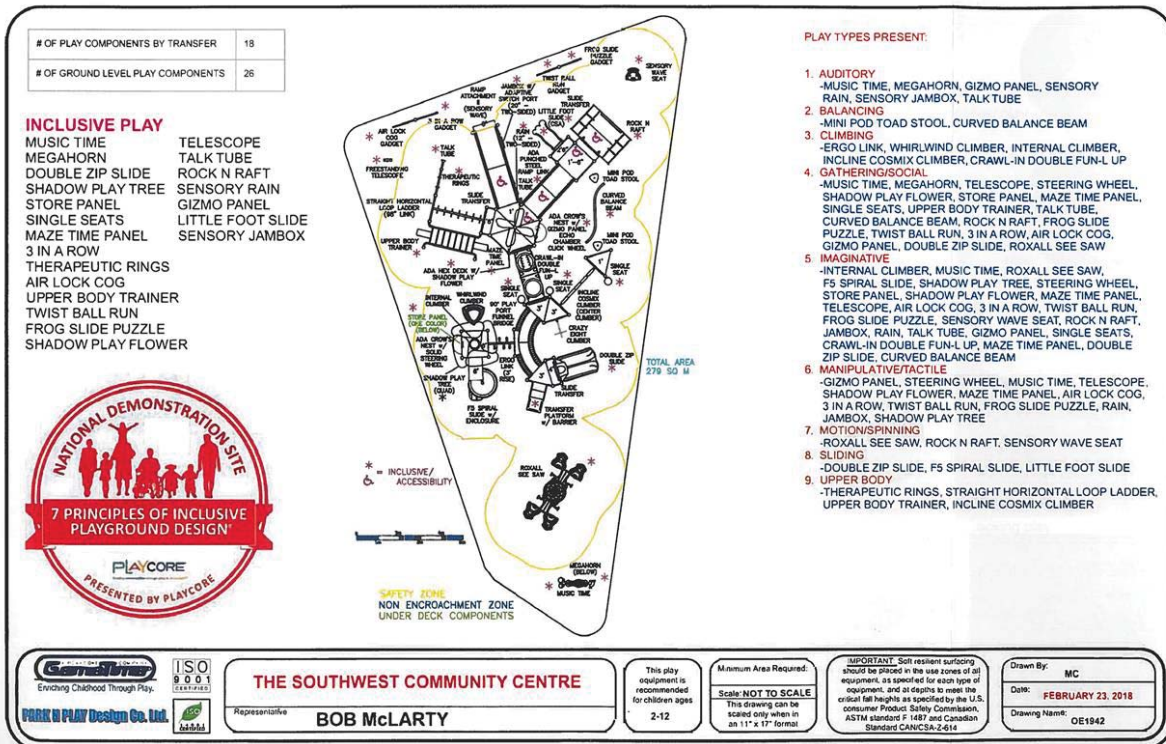


# THE SOUTHWEST COMMUNITY CENTRE



london.ca

Playground Option 1



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Playground Option 1

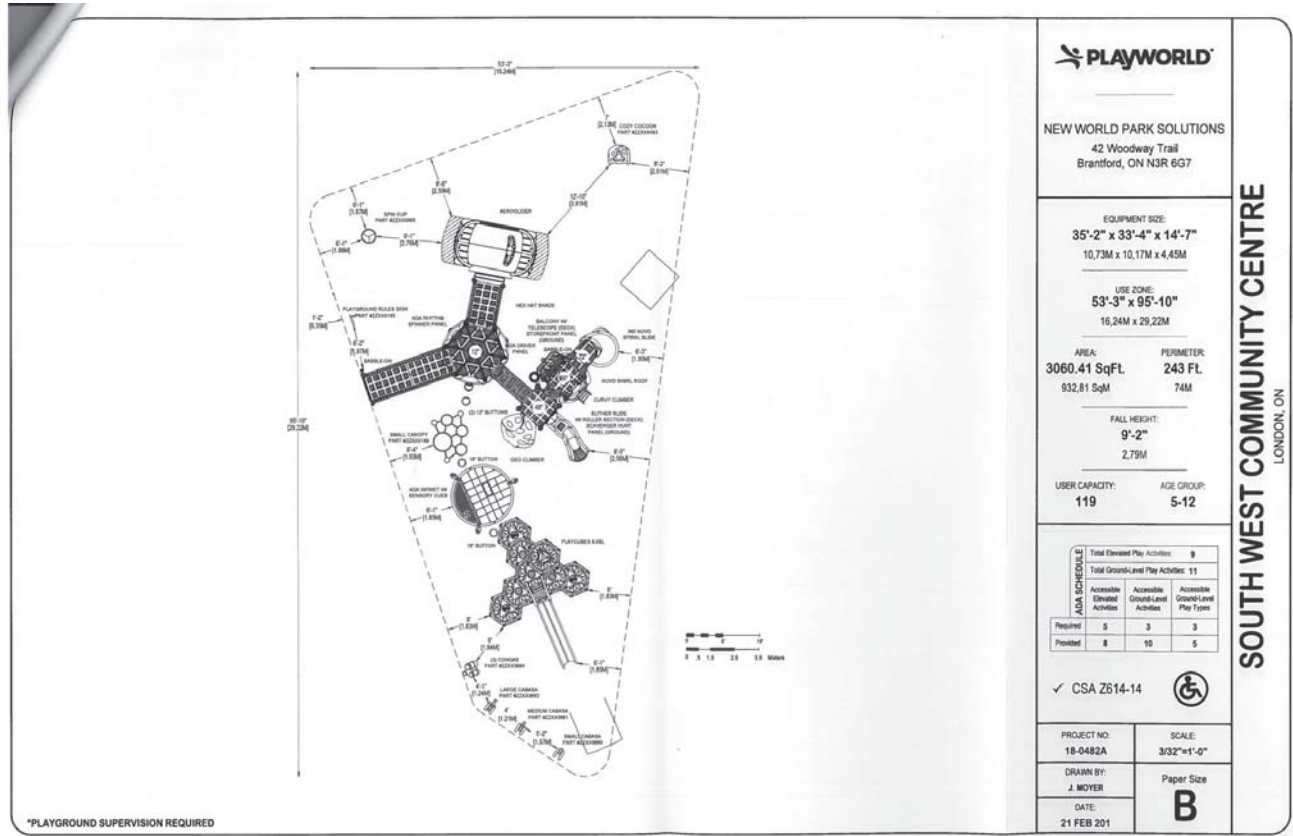


[london.ca](http://london.ca)

Playground Option 2



[london.ca](http://london.ca)



london.ca

Playground Option 2



# Comparison

## Option 1

- Lots of accessible play opportunities:
  - Rock and Raft
  - Roxall See Saw (Tr)
  - Upper body trainer
  - Sensory wave seat (Tr)
  - Double slide (Tr)
  - Sound elements
  - Talk tubes
  - Adaptive Switch Technology
- Less challenging for the 5 to 12 age group
  - Height of most platforms is 3' or less
  - Only one slide at 6' high

## Option 2

- More challenging for the 5 to 12 age group
  - Play cubes – 10' high
  - 2 Slides at 6' high
- Some accessible play opportunities:
  - Aeroglider
  - Spinner (Tr)
  - Net with sensory cues (Tr)
  - Sound elements
  - Cozy cocoon (Tr)

# Discussion

- 1) Recommendation to go with Option 1 as it offers more in terms of accessible play opportunities and creates a more inclusive play space.
- 2) Consult on the needs of people with disabilities and care givers regarding the play space.

<https://www.youtube.com/watch?v=F2Uf-4hhCmE>

**2018 ACCAC Work Plan**

Project/Initiative	Background	Lead/Responsible	Proposed Timeline	Proposed Expenses	Proposed Budget	Relation to London Strategic Plan	Status
Transportation Advisory Committee (TAC) representative	Designated ACCAC rep on TAC	As elected by ACCAC	Ongoing	NIL	NIL	The strategic plan repeatedly references the Transportation Master plan, one of the primary documents used to direct the actions of TAC	
Trails Advisory Group (TAG) Representative	Designated ACCAC rep on TAG	As elected by ACCAC	Ongoing	NIL	NIL	Building a sustainable City 2.A (pg 11)	
Prepare formal recommendations to council based on the feedback gathered during the Accessibility themed open-house(s)/community consultation(s)	ACCAC completed 5 community open houses throughout 2017 workplan.	Education and Awareness Sub-committee	winter/spring 2018	NIL	NIL	Leading in Public Service 1A; 4A; Strengthening Communities 2B; 3A; 5C; 5H	
Long Term Planning	Host a Strategic Planning Session with all ACCAC members to develop Short term (2019 Work Plan)	Chair/Vice-Chair	Fall 2018	Food, Space	200	Strengthening Communities 3A Note: development of Accessibility plan in conjunction with ACCAC is mandated under AODA legislation	
Site Plan Reviews	This is mandated under AODA legislation (See Site Plan Process best practice Initiative)	Chair/Vice-Chair	Ongoing	NIL	NIL	This is mandated under AODA legislation	
Continue to advocate for use and expansion of FADS document	ACCAC has identified several areas where the FADS document could be expanded or strengthened. Ideally the municipality would expand FADS to include these areas, including but not limited to: community gardens, playgrounds, trails, parks, etc.	Policy and Bylaw Subcommittee	Ongoing	NIL	NIL	Strengthening our Community 4C; 5H Building a Sustainable City 2A, 4D	
Review/revise best practices/accessibility guidelines and considerations for Site plan review process (developed by ACCAC in 2016) based on staff feedback	Site Plan review is mandated responsibility of ACCAC since the ODA (2001) Changes to AODA, Ontario Building Code and FADS have ensured most accessibility requirements are now met. Legislation still has some gaps or variances (e.g. applicable to different parties) Best practices/accessibility guidelines and considerations may include a review checklist or information document available/distributed with building or renovation permit requests City staff are using the checklist and are set to return to ACCAC for discussion and follow-up.	Built Environment Sub-Committee	Dependent on staff timelines - estimated Spring/Summer 2018	NIL	NIL	Leading in Public Service 5A	

Consult/Advise members of the public/external parties upon requests or referral from city staff	Historically ACCAC has received, often through City staff or accessibility@london.ca, requests to advise builders, architects, businesses, and citizens (amongst many other groups) on aspects of accessibility	Variable sub-committees or ACCAC Chair/Vice Chair; as appropriate	Ongoing	NIL	Nil	Strengthening our Community 1A; 5B; 5C; 5H
Undertake Community Outreach to raise Awareness of ACCAC and its role within the city; Promote resources developed by ACCAC to Londoners	ACCAC has historically partaken in outreach varying from hosting full day conferences, to Lunch 'N' Learns, to exhibiting at community events (e.g. Car-free Sundays) Opportunities will focus primarily on exhibiting at events, and may include King's College Social Work Week, Dundas Street Festival, etc.	Education and Awareness Sub-committee	Ongoing	registration costs, ACCAC materials	>\$100 per session; not to exceed \$1000 annually	Leading in Public Service 1A; Strengthening Communities 2B; 3A;
Access2 expansion	Several years ago the City of London became the first municipality in Canada to accept the Access2 Card (Easter Seals program) at all municipal venues. During that expansion London also went from 3 to 48 venues accepting the card. Many new venues/programs now exist and could be approached. During 2017 ACCAC began this process by developing a list of potential sites/venues.	Education and Awareness Sub-committee	Ongoing throughout 2018	NIL	NIL	Strengthening our Community 2B, 2C, 3A
Review Deaf/Blind child at play sign policies	ACCAC members have noted many of these signs have been placed in the same location for decades. This has raised questions about the program	Policy Subcommittee	winter-spring 2018	NIL	NIL	Strengthening our Community 5B
Investigate/discuss benefits/impact of making ACCAC brochures/materials in American Sign Language and other accessible formats	During revision of ACCAC materials in 2016, some members questioned whether we were reaching all Londoners who may benefit from the information in our materials and encouraged we explore alternate languages. In 2017 it was determined alternate language was not recommended, however the need to reproduce content in ASL	Education and awareness subcommittee	Summer/Fall 2018	translation costs	2000	Strengthening our Community 2A
City wide meeting accessibility protocols and procedure	A 2016 ACCAC meeting did not have an access team for a member require it. Was informed there was no policy or procedure for proceeding/cancellations in such circumstances. Initial meetings were held with city staff and some recommendations were already made in 2017, however more formal protocols should be developed	Policy Subcommittee	Fall 2018	NIL	NIL	Strengthening our Community 2C
Investigate and make recommendation to City on accessibility in 'non-traditional' parks (e.g. community gardens, dog parks, urban agriculture); this may or may not overlap with FADS expansion also included in this plan	ACCAC members have noted many opportunities for enhanced accessibility at outdoor municipal venues/parks. Have worked with Trails, community gardens to date.	Built Environment Sub-Committee	Spring - Fall 2018	NIL	NIL	Strengthening our Community 4C; 5H Building a Sustainable City 2A, 4D



Engage in discussions around Paratransit and what role, if any, the city could/should undertake in improving the service, noting it is an LTC service, not that of the city directly	Paratransit system is significantly overburdened and very cumbersome for users (requiring prebooking 3 days prior, often taking numerous calls to get through, booking times sometimes hours earlier than desired). Many requests go unfilled	Transportation Working Group	Spring-Fall 2018	potential meeting/consultation sessions, food, space	1200	Strengthening our Community 5H	
Participate in the development and review of the 2018-2021 Accessibility Plan	mandated responsibility of ACCAC under the AODA	Policy Subcommittee, final draft to be brought to full committee	Per staff timeline	NIL	Nil	Accessibility Action Plan 2013-2017	
Develop and maintain AODA policies, procedures, practices, particularly for the new Integrated Standard.	Included in the current 2013-2017 Accessibility Plan	Policy Subcommittee	Ongoing	NIL	Nil	Accessibility Action Plan 2013-2017	
Review City Budget with an accessibility lens.	Included in the current 2013-2017 Accessibility Plan	Chair/Vice-Chair	During budget season	NIL	Nil	Accessibility Action Plan 2013-2017	
Annually nominate a candidate for the Mayor's New Year's Honor List under the Persons with Disabilities category.	Included in the current 2013-2017 Accessibility Plan	Chair/Vice-Chair	Fall 2018	NIL	Nil	Accessibility Action Plan 2013-2017	
Continue to develop and distribute pamphlets to inform the public about issues related to persons with disabilities.	Included in the current 2013-2017 Accessibility Plan	Education and Awareness Subcommittee	Ongoing	printing	\$1,200	Accessibility Action Plan 2013-2017	
Review resource historic documents produced by ACCAC, currently posted on london.ca	ACCAC completed review of 2 existing documents in 2017 (Outdoor events, financial resources) and felt review of remaining documents was prudent	Education and Awareness Subcommittee	Fall 2018	NIL	NIL	Leading in Public Service 1B; 1C Strengthening our Community 3A	
Produce an 'Awareness Calendar' highlighting awareness days, weeks, months related to Accessibility and disability	This used to be done monthly but was only shared amongst ACCAC. To promote Accessibility and awareness it was felt a broadening of this approach would benefit the community. ACCAC endeavors to create the calendars and engage city staff on including it/merging it with other cultural/awareness calendars currently used/posted by the city	Education and Awareness Subcommittee	Spring/Summer 2018	NIL	NIL		
Advise council on manner to better acknowledge and reflect important awareness dates, including International Day for Persons with a Disability (Dec 3)	Similar to the Awareness calendar, acknowledging key dates of importance will elevate the awareness of Accessibility and our community.	Education and Awareness Subcommittee	Fall 2018	NIL	NIL		

Investigate alternative participation at meetings and sub-committee meetings to increase participation	Under the previous council a survey was sent out regarding Advisory Committee interest in remote access to committee meetings. No further announcement was made after feedback was provided. ACCAC historically experiences Quorum issues, in part due to members missing meetings for the very reason they were appointed (e.g. their disability makes attendance impossible, unable to coordinate Paratransit, etc.)	Education and Awareness Sub-committee	Spring/Summer 2018	potential software/connection fees	\$500		
				Total	not to exceed \$6000 (ACCAC's historically approved Annual budget)		

# Community Safety and Crime Prevention Advisory Committee

## Report

3rd Meeting of the Community Safety & Crime Prevention Advisory Committee  
March 22, 2018  
Committee Room #2

Attendance                      PRESENT: L. Norman (Chair), J. Bennett, S. Davis, B. Hall, M. Sherritt, B. Spearman and L. Steel and H. Lysynski (Secretary).  
ALSO PRESENT: R. Brittan, D. LeBold, M. Sands and E. Van Kesteren.  
REGRETS: I. Bielaska-Hornblower, R. Harvey, D. Judson, M. Melling and B. Rankin.

The meeting was called to order at 12:20 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 2nd Report of the Community Safety & Crime Prevention Advisory Committee

That it BE NOTED that the 2nd Report of the Community Safety and Crime Prevention Advisory Committee, from its meeting held on February 22, 2018, was received.

### 4. Sub-Committees and Working Groups

None.

### 5. Items for Discussion

#### 5.1 Fire Services Update

That it BE NOTED that a verbal presentation and the attached statistics from D. LeBold, London Fire Department, with respect to the London Fire Department update, were received.

#### 5.2 Neighbourhood Watch London Update

That the following actions be taken with respect to the Neighbourhood Watch London update:

- a) Neighbourhood Watch London BE ADVISED that the Community Safety and Crime Prevention Advisory Committee supports the Neighbourhood Watch London application for a London Community Foundation Vitality Grant; and,

b) it BE NOTED that a verbal presentation and the attached information from M. Sands, Executive Director, Neighbourhood Watch London, with respect to the Neighbourhood Watch London update, were received.

5.3 Pedestrian Crossover Campaign – E. van Kesteren

That the Pedestrian Crossover videos prepared by Active and Safe Routes to School BE NOMINATED by the Municipal Council for a Canadian Safety Council Award; it being noted that the Community Safety and Crime Prevention Advisory Committee received the attached communication from E. Van Kesteren, on behalf of Active and Safe Routes to School, with respect to this matter.

5.4 Bikes on Dundas

That it BE NOTED that the communication from S. Climans, with respect to the request for a Cycle Track on Dundas Street, was received.

5.5 Bus Rapid Transit Update – G. Lowe

That it BE NOTED that the Community Safety and Crime Prevention Advisory Committee (CSCP) did not hear the verbal presentation from G. Lowe, with respect to bus rapid transit, because he has resigned from the CSCP.

5.6 Pedestrian Charter – L. Norman

That L. Norman BE REQUESTED to advise the Transportation Advisory Committee (TAC) that the Community Safety and Crime Prevention Advisory Committee (CSCP) expressed its support for the Toronto Pedestrian Charter; it being noted that L. Norman is the CSCP representative to the TAC.

**6. Deferred Matters/Additional Business**

None.

**7. Adjournment**

The meeting adjourned at 2:02 PM.

**SUMMARY OF FIRES**

Classification of Fire	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	5 Year Avg
Assembly	20	11	5	13	6	8	11	8	7	8	8
Institutional	6	4	4	2	2	5	6	5	5	3	5
Residential	231	162	177	173	168	131	135	148	148	144	146
Human Behaviour Caused								136	138	131	137
Criminal Activity								3	3	3	3
Extension								3	3	3	3
Nature Caused								1	1	1	1
Business/Personal Services	3	9	4	7	13	5	4	6	8	5	7
Mercantile	8	8	8	8	9	6	9	8	6	5	6
Industrial	27	13	12	15	17	7	12	9	10	11	11
Other Non - OBC	254	101	76	68	73	50	60	57	51	40	58
Vehicle/Other OBC	105	88	72	74	86	75	54	73	65	79	71
<b>Total</b>	<b>654</b>	<b>396</b>	<b>358</b>	<b>360</b>	<b>374</b>	<b>287</b>	<b>291</b>	<b>308</b>	<b>300</b>	<b>295</b>	<b>312</b>
<b>Structure Fires</b>	<b>295</b>	<b>207</b>	<b>210</b>	<b>218</b>	<b>215</b>	<b>162</b>	<b>177</b>	<b>178</b>	<b>184</b>	<b>176</b>	<b>-0.6%</b>
<b>Other Non OBC &amp; Vehicles</b>	<b>359</b>	<b>189</b>	<b>148</b>	<b>142</b>	<b>159</b>	<b>125</b>	<b>114</b>	<b>130</b>	<b>116</b>	<b>119</b>	<b>4.4%</b>
	654	396	358	360	374	287	291	308	300	295	1.4%

**SUMMARY OF INJURIES**

Building Classification	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	5 Year Avg
Assembly	2	0	0	1	0	0	0	0	0	0	0
Institutional	0	0	0	0	0	1	1	0	0	4	0
Residential	22	28	22	37	24	26	23	16	34	49	25
Business/Personal Services	0	0	0	0	0	0	1	0	0	0	0
Mercantile	0	0	0	0	0	0	0	1	0	0	0
Industrial	0	0	0	1	0	0	1	0	0	1	0
Other Non - OBC	0	1	3	0	0	0	1	1	1	0	1
Vehicle/Other OBC	2	3	1	0	0	1	1	1	2	1	2
<b>Total</b>	<b>26</b>	<b>32</b>	<b>26</b>	<b>39</b>	<b>28</b>	<b>28</b>	<b>27</b>	<b>19</b>	<b>34</b>	<b>55</b>	<b>28</b>
<b>Injuries Infrastructure Fires</b>	<b>24</b>	<b>28</b>	<b>22</b>	<b>39</b>	<b>24</b>	<b>27</b>	<b>26</b>	<b>17</b>	<b>34</b>	<b>54</b>	<b>100.0%</b>
<b>Other Non OBC &amp; Vehicles</b>	<b>2</b>	<b>4</b>	<b>4</b>	<b>0</b>	<b>4</b>	<b>1</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>0.0%</b>
	26	32	26	39	28	27	27	19	37	55	96.4%

Estimated Population	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Residential Injuries/10,000 Pop.	0.61	0.77	0.60	1.01	0.65	0.70	0.61	0.42	0.89	1.27
Structure Injuries/10,000 Pop.	0.67	0.77	0.60	1.07	0.65	0.73	0.69	0.45	0.88	1.40
Total Injuries/10,000 Pop.	0.72	0.88	0.71	1.07	0.76	0.75	0.72	0.50	0.96	1.42

Days in Year: 365

Day No. at End of Week: 365

Fires - Year to Date	2017	Projected 2017	% Change
8	8	8	0.0%
3	3	3	-0.0%
144	144	144	9.8%
131	131	131	
10	10	10	
3	3	3	
3	3	3	
5	5	5	0.0%
5	5	5	-16.7%
11	11	11	-57.1%
40	40	40	-20.0%
79	79	79	5.5%
442	295	295	2.8%

Days in Year: 365

Day No. at End of Week: 365

Note: 2011 population is based on census with other projections based on 0.8% annual growth

**INJURIES - CIVILIAN AND FIREFIGHTER**

Occupancy Type	Injuries Civ	Fatalities Civ	Injuries FF	Fatalities FF	Criminal Activity
A	0	0	0	0	0
B	4	0	0	0	0
C	49	3	7	1	10
D	0	0	0	0	1
E	0	0	0	0	0
F	1	0	0	0	2
Other Non OBC	0	0	2	0	7
Vehicle	1	0	0	0	0
<b>TOTAL</b>	<b>55</b>	<b>3</b>	<b>9</b>	<b>1</b>	<b>20</b>

151
190

389,000

**"C" Occupancy Fires Investigated by Inspectors RE Cause**

Raw Labels	Cooking	Undetermined	Appliance	Heating	Open Flame Smoking	Exposure	Electrical	Grand Total
Fire Officer	18	5	2	3	11	1	5	45
Fire Prevention Inspector	24	18	3	1	19	2	2	69
<b>0-Jan</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>

% of Fires Investigated Listed as "Undetermined": 20.0%

% of "Undetermined" Fires Investigated: 28.1%

# Community Safety -

*Transforming neighbourhoods one resident at a time!*



**Neighbourhood Watch London**

*We believe in welcoming, informed and inclusive neighbourhoods where all residents feel safe and secure.*

*We believe that working with our members and community partners will strengthen our community and increase feelings of well being and sense of belonging.*

**START**

**1983** First Watch in London is established by a concerned resident who experienced a break and enter of their home.

**2018** Today, over 22 000 residents help keep their community safe with 496 Watches across the city.

Community Safety 2.0

*Imagine a network that engages and empowers Londoners to create new community safety practices that fit their unique neighbourhood.*

*Imagine connecting to each other, to partner organizations, and to police - citywide, provincially, even nationally all in the name of making communities safer.*

**We have served London and Middlesex Region for 35 years and believe now is the time to innovate and pave the way for greater community safety.**

**How?**

**By evolving into a community safety network.**

**Did you know?**

Each year, Neighbourhood Watch educates and supports Londoners in safety and crime prevention techniques and delivers community safety presentations all over the city and region.

In 2017 alone, over 4000 individuals learned about community safety.

**THE VISION**

As London and Middlesex Region's **Community Safety Network**, we will act as a central hub for community safety through increased partner engagement and collaboration, while continuing to operate Neighbourhood Watch as a program within the network.

88% of Canadians consider being able to live in a safe and secure environment one of the most important aspects of their lives.

## Why change?

We have a duty to respond to our community's needs, and by adopting the Community Safety Network model, we will be able to better serve London and Middlesex Region as we create dynamic partnerships and work with residents to develop and implement evidence-based crime prevention and resident safety programs.



**Support from London Community Foundation's Vitality Grant will be a game-changer for community safety in London and Middlesex Region.**



It will allow us to responsibly grow Neighbourhood Watch London into a new kind of agency dedicated to responding to community safety issues dynamically across all sectors of the community. From government to organization to resident, we will connect and help keep London and Middlesex Region neighbourhoods safe.



## Neighbourhood Watch London

Safe, secure and vibrant neighbourhoods are essential

and we need your help to make that a reality!

How can you help?



Make a personal donation



Observe, Report, Share!



Talk about the benefits of the Watch Program to new people!



Rally your watch members to donate



Connect with your Watch Members monthly

Did you know that if each Watch donated \$100, we could collectively raise \$46,000 to support NWL programs?!



## Looking for other ways to contribute?

Host a Neighbourhood Event!



Gather your neighbours and have a garage sale



Or a bake sale!



Pass around a donation bin at a BBQ

Donate today!

### Neighbourhood Watch London

652 Elizabeth Street, London, ON, N5Y 6L3  
519-661-4533  
[www.neighbourhoodwatchlondon.ca](http://www.neighbourhoodwatchlondon.ca)

# Pedestrian Crossovers (PXO) Campaign & Resources

## Community Safety & Crime Prevention Advisory Committee

Wednesday, March 14<sup>th</sup>, 2018

The following content & resources can be found at:

<http://activesaferoutes.ca/resources/pedestrian-crossovers/>



## Pedestrian Crossovers (PXO)

### What are they & how do they work?

A pedestrian crossover (PXO) is a designated crossing area that allows pedestrians to safely cross the road where vehicles must yield to the pedestrian. PXOs are identified by specific pavement markings and crossing signs.

Pedestrians have the right of way at PXOs; drivers and cyclists must stop behind the yield line (triangles that look like “sharks’ teeth”) and wait until the pedestrian completely finishes crossing the road before proceeding. All road users must obey pedestrian crossover rules; laws are in effect around- the- clock.

It is important that drivers, cyclists and pedestrians each know their role when approaching a PXO.

To learn more about the responsibilities of drivers, pedestrians, and cyclists, as well as fine and penalties, visit the [City of London website](#) or [Ontario Ministry of Transportation](#).

### Two \*NEW\* Lego Stop-Motion Videos!

#### **Tony the Streetwise Cat Presents:**

- 1) Crossing Safely at Pedestrian Crossovers (*instructions for pedestrians and cyclists*)
- 2) Driving Safely at Pedestrian Crossovers (*instructions for drivers & cyclists*)

### The 3 E’s of Road Safety (*greater chance for sustainable behaviour change*):

**Education:** Videos; social media advertising & promotion campaign (*April 16 to May 18*); in-school education (*April to June*); Media launch at a school (*First week of May*).

**Engineering:** ~80 PXOs & counting - primarily located in school areas.

**Enforcement:** Partnering with City of London Police for blitz (*May 7-11*).



# Resources

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## Contents

The following resources are intended to promote the safe and accurate use of PXO's in elementary schools.

- [Educational & Promotional Materials](#)
  - [\\*NEW\\* Lego Stop-Motion VIDEOS!](#)
  - [Rack Cards & Posters](#)
  - [School Announcements](#)
  - [Newsletter Inserts](#)
  - [Student Presentations](#)
- [Activities & Events](#)
  - [Colouring & Activity Sheet](#)
  - [Demonstration Resource](#)
  - [Event with Tony the Streetwise Cat](#)

## Demonstration Resource

Excellent for classroom education or evening events, such as parent/ teacher nights.

Comes with PXO mat and 'Stop for Pedestrians' signs on dowels (cars and pylons provided by the school). Currently stored at the Middlesex-London Health Unit. For those in Middlesex-London, contact your Public Health Nurse to reserve. For those in Elgin or Oxford County, please [contact ASRTS](#) if interested.

Have children take turns being the pedestrians and drivers and practice pointing to show you want to cross (pedestrian), making eye contact (both) and stopping at or behind the "sharks' teeth" (driver).



# **Diversity, Inclusion and Anti-Oppression Advisory Committee**

## **Report**

4th Meeting of the Diversity, Inclusion and Anti-Oppression Advisory Committee  
March 15, 2018  
Committee Room #4

Attendance                      PRESENT: R. Hussain (Chair), F. Cassar, S. Lewkowitz, M. Mlotha, L. Osbourne, M. Prefontaine, A. Sanchez, S. Sharma and I. Silver and H. Lysynski (Acting Secretary)

ABSENT: A. Hamza and Z. Hashmi

ALSO PRESENT: F. Andrighetti and K. Husain

The meeting was called to order at 12:04 PM.

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

#### 1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### **2. Opening Ceremonies**

#### 2.1 Acknowledgement of Indigenous Lands

That it BE NOTED that the meeting was opened with an Acknowledgement of Indigenous Lands by R. Hussain.

#### 2.2 Traditional Opening

That it BE NOTED that no traditional opening was performed.

### **3. Scheduled Items**

None.

### **4. Consent**

#### 4.1 3rd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee

That it BE NOTED that the 3rd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee, from its meeting held on February 15, 2018, was received.

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

#### 5.1 Education & Awareness Sub-Committee

That it BE NOTED that the Diversity, Inclusion and Anti-Oppression Advisory Committee heard a verbal presentation from L. Osbourne, Chair, Education and Awareness Sub-Committee, with respect to the activities of the Education and Awareness Sub-Committee.

#### 5.2 Policy & Planning Sub-Committee

That the following actions be taken with respect to the Policy & Planning Sub-Committee minutes from its meeting held on March 1, 2018:

a) the Civic Administration BE REQUESTED to provide the Diversity, Inclusion and Anti-Oppression Advisory Committee with a list of policies being reviewed under the Gender and Equity Lens; and,

b) it BE NOTED that the Policy & Planning Sub-Committee minutes from its meeting held on March 1, 2018 were received.

### 5.3 Awards & Recognitions Sub-Committee

That it BE NOTED that the Diversity, Inclusion and Anti-Oppression Advisory Committee heard a verbal update from F. Cassar, Chair, Awards & Recognitions Sub-Committee.

## 6. Items for Discussion

### 6.1 Brochure and Proposed Logo

That the following actions be taken with respect to the proposed Diversity, Inclusion and Anti-Oppression Advisory Committee brochure and logo:

a) the attached proposed brochure BE APPROVED with the following revisions:

i) correcting the Nomination period for The City of London Diversity, Race Relations and Inclusivity Award to September 30 each year;

ii) reviewing *Accessibility for Ontarians with Disabilities Act* standards;

iii) removing the picture of the crosswalk and using one showing people using the crosswalk; and,

iv) including the City of London website link on the brochure; and,

b) the proposed logo BE TABLED pending a review by Corporate Communications.

### 6.2 2018 Work Plan

That the Diversity, Inclusion and Anti-Oppression Advisory Committee (DIAAC) Draft Work Plan BE REFERRED to the DIAAC Sub-Committees for review and to report back at the May 17, 2018 DIAAC meeting.

## 7. Deferred Matters/Additional Business

### 7.1 (ADDED) Child Minding

That the City Clerk BE REQUESTED to undertake a review of the potential provision of child minding for Advisory Committees and to report back at a future Diversity, Inclusion and Anti-Oppression Advisory Committee meeting.

### 7.2 (ADDED) Black History Month Closing Gala

That the following actions be taken with respect to Black History Month:

a) M. Mlotha BE APPOINTED as the Diversity, Inclusion and Anti-Oppression Advisory Committee representative on the Black History Month Committee; and,

b) it BE NOTED that the Diversity, Inclusion and Anti-Oppression Advisory Committee heard a verbal presentation from M. Mlotha with respect to the Black History Month activities.

7.3 (ADDED) Municipal Council Resolution - 2nd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee

That it BE NOTED that the Municipal Council resolution adopted at its meeting held on March 6, 2018, with respect to the 2nd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee, was received.

7.4 (ADDED) Municipal Council Resolution - Appointment of Matt Sereda

That it BE NOTED that the Municipal Council resolution adopted at its meeting held on March 6, 2018, with respect to the appointment of M. Sereda, as a Non-Voting representative from the Thames Valley District School Board, was received.

7.5 All Are Welcome Here: United in Diversity Event

That the banner from the "All Are Welcome Here: United in Diversity" event being held on March 21, 2018, BE PRESENTED at the Municipal Council meeting to be held on March 27, 2018.

**8. Adjournment**

The meeting adjourned at 1:23 PM.

## Accomplishments

**Public Awareness Forums:** wide ranging in topics, DIAAC has collaborated with local organizations and brought forth to the community an array of topics and issues surrounding diversity and inclusion. In recent years, DIAAC organized the Anti-racism forum to explore the affect racism has on London.

**Hands against racism campaign:** DIAAC launched a local social media initiative to send the message of unity and a stand



## How can you participate?

Present your project, idea or suggestion to the committee?

Come forward with your lived experiences or present your expertise pertaining to oppression or discrimination?

## We are looking for:

Individuals from the community and local non-profit organizations to become voting members, organization representatives or volunteers.

We need any and all Londoners looking to provide their feedback on initiatives that will make London a more inclusive place.

**We encourage you to email:**  
**[DIAAC@London.ca](mailto:DIAAC@London.ca)**

# Diversity, Inclusion & Anti-Oppression Advisory Committee



## Who we are

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**DIAAC** (formerly known as LDRRAC) is an advisory committee with the City of London. It is made up of volunteer Londoners from different walks of life coming together to form an integral part of local government.

**DIAAC** serves as a resource to City Council. Our committee provides insight and recommendations that address concerns, enhances access and opportunity for Londoners regardless of abilities, cultural, ethno-racial, gender identity and expression, faith perspective, and sexual orientation.

Our mandate also includes bringing public awareness and gathering input on issues pertaining to racism, inequality and various forms of oppression.



## How does DIAAC help the community?

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- DIAAC offers a safe space for many voices to be heard.
- We provide a forum for Londoners to present their lived experiences and take part in discussions to suggest ideas, bring forward initiatives and impact municipal policies and practices.
- DIAAC works collaboratively with agencies in the community on applicable events and issues of interest to affect change in London.



## Accomplishments

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DIAAC has been involved in a number of programs, initiatives and changes impacting Londoners and the City of London. Below are just a few examples:

**The City of London Diversity, Race Relations and Inclusivity Award:** DIAAC coordinates an annual awards ceremony recognizing Londoners and local organizations, large and small, that champion best practices and initiatives which fosters positive race relations, promotes diversity, and inclusivity to advance London towards being a more welcoming and inclusive city for all.

To nominate a person or organization, contact:

**[DIAAC@London.ca](mailto:DIAAC@London.ca)**

Nomination period is from January to September 1st each year.

**Street checks:** working with other stakeholders across the City, DIAAC helped London Polices Services in reviewing this practice.

Through community consultation, worked with the City of London to devise the city wide initiative of the **Community Diversity Inclusion Strategy (CDIS)** as well as the City of London's **Diversity Work Place** internal policy.

**DEFERRED MATTERS**

**COMMUNITY AND PROTECTIVE SERVICES COMMITTEE**

**as of March 26, 2018**

<b>File No.</b>	<b>Subject</b>	<b>Request Date</b>	<b>Requested/Expected Reply Date</b>	<b>Person Responsible</b>	<b>Status</b>
1.	<p><b><u>Radio System Upgrade OneVoice 2.0</u></b>                      The Civic Administration BE REQUESTED to undertake a review, with a report at a future meeting of the Community and Protective Services Committee, on the platform, system and needs of each user of the communications system to determine the most cost effective and reliable system for communication for each of the services, recognizing and addressing the need for interoperability between the services, as well the need for a level of stability and insulation against the rapid changes in software requirements; it being noted this review should also develop the appropriate process or methodology for on-going management of the system, including organizational design and budget development; and it being further noted that the Civic Administration should seek input from experts in the area.</p>	November 17, 2015		D. O'Brien	Estimated report back – March/April 2018
2.	<p><b><u>Request for Naming of Vimy Ridge Park</u></b>                      That the following actions be taken with respect to the request for naming of Vimy Ridge Park:                      a) the Civic Administration BE REQUESTED to complete appropriate stakeholder consultation and report back to the Community and Protective Services Committee (CPSC), as soon as possible, with respect to a location that would be adequate and a suitable Vimy Ridge commemorative location, including the necessary budget;                      b) the request to name a parcel of land located adjacent to the Charlie Fox Overpass at Hale Street and Trafalgar Street, “Vimy Ridge Park” BE REFERRED to a future meeting of the CPSC when the above-noted information is available related to this matter; and,                      c) the Civic Administration BE DIRECTED to make the necessary arrangements for the land located adjacent to the Charlie Fox Overpass at Hale Street and Trafalgar Street to be designated as the temporary “Vimy Ridge Park” until such time as the actions outlined in a) and b) have been completed and a permanent “Vimy Ridge Park” has been established.</p>	February 22, 2017		J.M. Fleming	Estimated report back – Q2, 2018

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
3.	<p><b><u>Pet Boarding and /or Pet Sitting Services</u></b>  That the Civic Administration BE DIRECTED to review and report back with respect to the potential amendments to City of London By-laws to provide for individuals to operate a pet boarding and/or sitting business from their homes. (2017-P14)</p>	July 18, 2017		G. Kotsifas O. Katolyk	Estimated report back – Q2, 2018
4.	<p><b><u>Opioid Crisis Working Group</u></b>  c) the Opioid Crisis Working Group BE REQUESTED to report back to the Municipal Council with details of its relationship with other strategies and working groups, and proposed terms of reference for the Working Group that would provide for:  i) consultation with the community;  ii) exploration of a response to the current situation, including the possibility of supervised consumption sites; and,  iii) development of recommendations as to how to best address the opioid crisis in London;  it being understood that the Working Group will liaise with the Civic Administration in the development of the proposed terms of reference, including establishing a timeline for completion of the Working Group's mandate (from Strategic Planning and Priorities Committee resolution letter 5/16/SPPC)</p>	September 19, 2017			Estimated report back – N/A
5.	<p><b><u>Business Licensing By-law Review – New and Revised Regulations</u></b>  That the following actions be taken with respect to the Business Licensing By-law Review:  b) the City Clerk BE DIRECTED to update the web page that appeared on the City's previous website, for inclusion on the current website, that sets out the process for members of the public to seek delegation status at a Standing Committee meeting, including information as to what to expect at the meeting;  c) the Civic Administration BE DIRECTED report back with a public engagement protocol for consulting with individuals, outside of a formal public participation meeting process, who identify as vulnerable members of the population, be they sex trade workers, street level and at-</p>	December 12, 2017		G. Kotsifas M. Hayward C. Saunders O. Katolyk	Estimated report back, 2018



File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	risk individuals, individuals with lived experience with drugs, alcohol and gambling, adult entertainers or others that would protect and respect the individuals' privacy; and d) the Civic Administration BE DIRECTED to consult with workers (current and/or former) in the adult live entertainment and body rub parlour industry on changes to provisions in the Business Licensing By-law relating to these types of businesses that would enhance worker safety and minimize harm to workers, consistent with provincial and federal legislation.				
6.	<b><u>ACCAC Request</u></b> ii) the Community and Protective Services Committee BE REQUESTED to give delegate status to a representative of the ACCAC to present/discuss concerns with respect to the City's implementation of inclusive designs, policies and/or best practices specifically related, but not limited, to the Community Gardens Program (from CPSC resolution letter 10/14/CPSC)	October 17, 2017		Committee Secretary	TBD
7.	<b><u>Proposed Public Nuisance By-law Amendment to Address Odour</u></b> That the matter of a proposed Public Nuisance By-law amendment to address odour BE REFERRED back to the Civic Administration for further review and consideration.  The original clause reads as below:  That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official the following actions be taken with respect to the staff report dated February 21, 2018, related to a proposed Public Nuisance By-law amendment to address odour:  a) the above-noted staff report and draft Public Nuisance By-law amendment, to address nuisance odours related to Anaerobic Digestion Facilities, Composting Facilities and Rendering Plants, BE RECEIVED and BE REFERRED to a public participation meeting to be held by the Community and Protective Services Committee on April	February 21, 2018	TBD	G. Kotsifas O. Katolyk	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	<p>4, 2018, for the purpose of seeking public input on the draft by-law;</p> <p>b) municipal enforcement activities BE ENHANCED through the hiring of one additional Municipal Law Enforcement Officer on a two-year, temporary basis with the budget not to exceed a maximum of \$90,000 per year with the source of funding to be from the Sanitary Landfill Site Reserve Fund; it being noted that this amount and source of funding was previously approved by Council for enhanced Provincial compliance activities, however further dialogue has resulted in complementary compliance and enforcement activities that are maintained within each level of government's legal responsibilities to avoid duplication; and,</p> <p>c) the Managing Director, Development and Compliance Services and Chief Building Official BE DIRECTED to report back to the Community and Protective Services Committee after one year of administration and enforcement of the Public Nuisance By-law regulations pertaining to odour upon enactment;</p>				
8.	<p><b><u>2nd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee</u></b>  That the following actions be taken with respect to the 2nd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee (DIAAC), from its meeting held on January 18, 2018:</p> <p>a) the City Clerk BE REQUESTED to review and consider new, additional resources for the Advisory Committee, Board and Commission membership recruitment in order to augment the diversity of applications for vacant positions, specifically focusing on diverse, young women and report back to the Community and Protective Services Committee with respect to this matter; it being noted that the DIAAC received the attached presentation from K. Koltun, Government and External Relations Office,</p>	February 21, 2018	TBD	C. Saunders	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	with respect to the Diverse Voices for Change Initiative and the related committee census information; and,				
9.	<p><b><u>Salvation Army Commissioning</u></b>  That the communication dated February 26, 2018, from B. Miller, with respect to a request to install a bronze plaque in Victoria Park to acknowledge and thank the Salvation Army for over 130 years of service in the City of London, BE REFERRED to the Civic Administration for consideration and a report back to the Community and Protective Services Committee as to what options are currently in place to facilitate the recognition or a new type of recognition.</p>	March 20, 2018	TBD	S. Stafford	