

Community and Protective Services Committee

Report

3rd Meeting of the Community and Protective Services Committee
February 20, 2019

PRESENT: Councillors M. Cassidy (Chair), S. Lewis, M. Salih, E. Pelozza, S. Hillier, Mayor E. Holder
ALSO PRESENT: Councillors J. Helmer, A. Kayabaga and P. Squire; A. Anderson, R. Armistead, J. Bunn, C. Crossman, S. Datars Bere, K. Dawtry, O. Katolyk, L. Livingstone, L. Loubert, J.P. McGonigle, N. Musicco, D. O'Brien, M. Schulthess, S. Spring, S. Stafford, G. Tucker

The meeting was called to order at 12:03 PM.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: E. Pelozza
Seconded by: S. Hillier

That Items 2.1 to 2.4 and 2.8 BE APPROVED.

Yeas: (5): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, and S. Hillier

Absent: (1): E. Holder

Motion Passed (5 to 0)

2.1 1st Report of the Community Safety and Crime Prevention Advisory Committee

Moved by: E. Pelozza
Seconded by: S. Hillier

That the 1st Report of the Community Safety and Crime Prevention Advisory Committee, from its meeting held on January 24, 2019, BE RECEIVED.

Motion Passed

2.2 1st Report of the Accessibility Advisory Committee

Moved by: E. Pelozza
Seconded by: S. Hillier

That the 1st Report of the Accessibility Advisory Committee, from its meeting held on January 24, 2019, BE RECEIVED.

Motion Passed

2.3 1st Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee

Moved by: E. Pelosa
Seconded by: S. Hillier

That the following actions be taken with respect to the 1st Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee (DIAAC), from its meeting held on January 17, 2019:

- a) the following actions be taken with respect to the London Middlesex Local Immigration Partnership event being held on March 19, 2019:
 - i) the amount of \$300.00 BE APPROVED for the London Middlesex Local Immigration Partnership event, to be held on March 19, 2019; and,
 - ii) the amount of up to \$350.00 BE APPROVED to purchase a pop up banner;
- it being noted that the DIAAC has sufficient funds in its 2019 budget for these expenses and that R. Hussain will provide more information with respect to the above event at the next meeting; and,
- b) clauses 1.1, 1.2, 2.1, 2.2, 3.1 to 3.3, 4.1 to 4.4, 5.1 to 5.3 and 7.2, BE RECEIVED.

Motion Passed

2.4 Provide Homemaking Services for The Corporation of The City of London - Award Request for Proposal 18-48

Moved by: E. Pelosa
Seconded by: S. Hillier

That, on the recommendation of the Managing Director Housing, Social Services and Dearness Home, the following actions be with respect to the award of the Request for Proposal (RFP) 18-48 related to Homemaking Services at the Dearness Home:

- a) the Request for Proposal (RFP) 18-48 BE AWARDED to CBI Limited, 3300 Bloor Street W, Suite 900 Toronto, ON M8X 2X2; and,
- b) the proposed by-law, as appended to the staff report dated February 20, 2019, BE INTRODUCED at the Municipal Council meeting of March 5, 2019 to:
 - i) approve the Agreement between The Corporation of the City of London and CBI Limited, as appended to the above-noted by-law, for the provision of homemaking services at the Dearness Home; and,
 - ii) authorize the Mayor and the City Clerk to execute the above-noted Agreement. (2019-S02)

Motion Passed

2.8 Ontario Works Employment Innovations Purchase of Service Agreement - Bridges Out of Poverty & Circles Initiative

Moved by: E. Pelosa
Seconded by: S. Hillier

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the proposed by-law, as appended to the staff report dated February 20, 2019, BE INTRODUCED at the Municipal Council meeting to be held on March 5, 2019, to:

- a) approve the Agreement, as appended to the above-noted by-law, for the delivery of the Bridges Out of Poverty & Circles Initiative entered into between The Corporation of the City of London and Goodwill Industries, Ontario Great Lakes; and,
- b) authorize the Mayor and the City Clerk to execute the above-noted Agreement. (2019-S04)

Motion Passed

2.5 Unsanctioned and Unsafe Street Parties

Moved by: S. Lewis

Seconded by: M. Cassidy

That the following actions be taken with respect to the staff report dated February 20, 2019 related to unsanctioned and unsafe street parties:

- a) the Mayor BE REQUESTED to write a letter to the government of Ontario requesting an investigation into the enhanced collection of by-law offenses; and,
- b) the above-noted staff report and the attached presentation from O. Katolyk, Chief Municipal Law Enforcement Officer, with respect to this matter, BE RECEIVED; it being noted that J. Massey, Office of the Provost at Western University, responded to questions from the Committee. (2019-P01)

Yeas: (6): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, S. Hillier, and E. Holder

Motion Passed (6 to 0)

2.6 By-law Monitoring and Modernization

Moved by: S. Lewis

Seconded by: M. Salih

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the staff report dated February 20, 2019, with respect to by-law monitoring and modernization, BE RECEIVED.(2019-P01)

Yeas: (6): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, S. Hillier, and E. Holder

Motion Passed (6 to 0)

2.7 Making Nasal Naloxone Kits Available for Public Use in Some City of London Facilities

Moved by: S. Lewis

Seconded by: E. Pelozza

That the staff report dated February 20, 2019 with respect to making nasal Naloxone kits available for public use in some City of London facilities BE RECEIVED and no further action be taken with respect to this matter. (2019-S08)

Yeas: (4): M. Cassidy, S. Lewis, E. Pelozza, and S. Hillier

Nays: (2): M. Salih, and E. Holder

Motion Passed (4 to 2)

3. Scheduled Items

3.1 Sound By-Law - Outdoor Patio Time Exemption and Housekeeping Amendments

Moved by: M. Salih
Seconded by: S. Lewis

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the proposed by-law, as appended to the staff report dated February 20, 2019, BE INTRODUCED at the Municipal Council meeting to be held on March 5, 2019, to amend the Sound By-law PW-12 to extend the minimum time conditions for amplified sound on outdoor patios, effective 12:00 midnight to 1:00 AM, and other housekeeping amendments;

it being pointed out that at the public participation meeting associated with this matter the individuals indicated on the attached public participation meeting record made oral submissions regarding this matter. (2019-P01)

Yeas: (6): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, S. Hillier, and E. Holder

Motion Passed (6 to 0)

Voting Record:

Moved by: M. Salih
Seconded by: S. Lewis

Motion to open the public participation meeting.

Yeas: (6): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, S. Hillier, and E. Holder

Motion Passed (6 to 0)

Moved by: M. Salih
Seconded by: E. Pelozza

Motion to close the public participation meeting.

Yeas: (6): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, S. Hillier, and E. Holder

Motion Passed (6 to 0)

3.2 London's Cultural Prosperity Plan Update

Moved by: E. Holder
Seconded by: E. Pelozza

That, on the recommendation of the Managing Director, Parks and Recreation, the staff report dated February 20, 2019, with respect to London's Cultural Prosperity Plan Update Report, BE RECEIVED; it being noted that the attached presentation as well as a video entitled "Our City Our Culture", that was shown at the meeting, from R. Armistead, Manager, Culture and C. Crossman, London Music Industry Development Officer, were received with respect to this matter. (2019-R08)

Yeas: (6): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, S. Hillier, and E. Holder

Motion Passed (6 to 0)

4. Items for Direction

None.

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

Moved by: E. Pelozza

Seconded by: S. Hillier

That the Deferred Matters List for the Community and Protective Services Committee, as at February 11, 2019, BE RECEIVED.

Yeas: (6): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, S. Hillier, and E. Holder

Motion Passed (6 to 0)

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

Moved by: M. Salih

Seconded by: S. Hillier

That the 2nd Report of the Animal Welfare Advisory Committee, from its meeting held on February 7, 2019, BE RECEIVED.

Yeas: (6): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, S. Hillier, and E. Holder

Motion Passed (6 to 0)

6. Adjournment

The meeting adjourned at 2:42 PM.

Community Safety and Crime Prevention Advisory Committee Report

1st Meeting of the Community Safety & Crime Prevention Advisory Committee
January 24, 2019
Committee Room #3

Attendance PRESENT: L. Norman (Chair), J. Bennett, I. Bielaska-
Hornblower, B Hall, M. Sherritt, B. Spearman and L. Steel and
H. Lysynski (Secretary)

ALSO PRESENT: R. Brittan, S. Harding, A. Macpherson, T.
MacDaniel and J. Walter

ABSENT: S. Davis and M. Melling

The meeting was called to order at 12:17 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 Clearing of Walkways Near Schools

That it BE NOTED that the Community Safety and Crime Prevention
Advisory Committee heard a verbal presentation from A. Macpherson,
Manager III, Parks Planning and Design, with respect to the clearing of
sidewalks in school areas.

3. Consent

3.1 8th Report of the Community Safety and Crime Prevention Advisory
Committee

That it BE NOTED that the 8th Report of the Community Safety & Crime
Prevention Advisory Committee from its meeting held on November 22,
2018, was received.

4. Sub-Committees and Working Groups

None.

5. Items for Discussion

5.1 London Fire Services Statistics

That consideration of the London Fire Services statistics by D. LeBold BE
POSTPONED to the next meeting of the Community Safety and Crime
Prevention Advisory Committee, as Ms. D. Lebold was unable to attend
this meeting.

5.2 2019 Community Safety Week

That it BE NOTED that the Community Safety and Crime Prevention Advisory Committee held a discussion with respect to organizing events to be held during Community Safety Week 2019, which is being partnered with Emergency Preparedness Week, May 6 to 11, 2019.

5.3 2019 Work Plan

That consideration of the 2019 Community Safety and Crime Prevention Advisory Committee Work Plan BE POSTPONED to the March 28, 2019 meeting.

5.4 2019 Budget

That it BE NOTED that the Community Safety and Crime Prevention Advisory Committee held a general discussion with respect to their 2019 Budget.

5.5 Neighbourhood Watch London

That it BE NOTED that the Community Safety and Crime Prevention Advisory Committee was advised by L. Norman that Neighbourhood Watch London and the Association of Over 55 will be holding a meeting on February 4, 2019 at the Kiwanis Seniors Centre to discuss a proposed partnership between the two organizations.

5.6 Safe Cities

That it BE NOTED that the Community Safety and Crime Prevention Advisory Committee heard a verbal updated from L. Norman, with respect to the Safe Cities Committee.

5.7 Advisory Committee Representation

That it BE NOTED that the Community Safety and Crime Prevention Advisory Committee held a general discussion with respect to the Youth Representatives for the London District Catholic School Board and the Thames Valley District School Board; it being noted that the Committee Secretary will contact the principals of Catholic Central High School and Central High School to request a youth representative from each high school.

6. Deferred Matters/Additional Business

6.1 (ADDED) Enforcement in School Zones

That it BE NOTED that the Community Safety and Crime Prevention Advisory Committee heard verbal updates from Sergeant S. Harding, London Police Services, with respect to enforcement in school zones, School Safety Officers and the Children's Safety Village.

6.2 (ADDED) Children's Safety Village

That it BE NOTED that the Community Safety and Crime Prevention Advisory Committee heard a verbal update from L. Steel with respect to the County Fire Departments attendance at the Children's Safety Village and the new registration policies.

7. Adjournment

The meeting adjourned at 1:55 PM.

Accessibility Advisory Committee

Report

1st Meeting of the Accessibility Advisory Committee
January 24, 2019
Committee Room #4

Attendance PRESENT: J. Madden (Chair), L. Chappell, M. Dawthorne, N. Judges, J. Menard and P. Quesnel and J. Bunn (Secretary)

ABSENT: M. Cairns, A. Forrest and P. Moore

ALSO PRESENT: D. Baxter, G. Bridges, E. Conway, K. Husain, K. Koltun, J. Michaud, M. Stone and R. Wilcox

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.

1.2 Election of Chair and Vice Chair for the term ending June 1, 2019

That the existing appointments of the Chair and Vice Chair for the Advisory Committee on the Environment BE EXTENDED to June 1, 2019, to coincide with the end of the current term.

2. Scheduled Items

2.1 SoHo Thames Valley Corridor Project

That it BE NOTED that the attached presentation from K. Preston, Dillon Consulting Limited, with respect to the Thames Valley Corridor SoHo Neighbourhood Project, was received.

2.2 Wonderland Road Class Environmental Assessment Study

That it BE NOTED that the attached presentation from J. Johnson, Dillon Consulting Limited, with respect to the Wonderland Road Improvements Class Environmental Assessment Study, was received.

2.3 Kilally Fields Project

That it BE NOTED that the Kilally Fields Concept Plan, Architectural Plan and Accessibility Plan, from J. Michaud, Landscape Architect, as appended to the agenda, were received.

2.4 Community Diversity and Inclusion Strategy

That it BE NOTED that the presentation, as appended to the agenda, from R. Wilcox, Director, Community and Economic Innovation, M. Stone, Accessibility Specialist and K. Koltun, Coordinator, Government and External Relations, with respect to London's Community Diversity and Inclusion Strategy 2017, was received.

3. Consent

3.1 10th Report of the Accessibility Advisory Committee

That it BE NOTED that the 10th Report of the Accessibility Advisory Committee, from its meeting held on November 29, 2018, was received.

4. Sub-Committees and Working Groups

None.

5. Items for Discussion

5.1 Paratransit Meeting

That it BE NOTED that the Accessibility Advisory Committee (ACCAC) held a general discussion with respect to a meeting held on December 12, 2018 with the Chair and Vice-Chair of the ACCAC and K. Paleczny, General Manager, London Transit Commission, related to Paratransit issues.

6. Deferred Matters/Additional Business

None.

7. Adjournment

The meeting adjourned at 5:00 PM.



THAMES VALLEY CORRIDOR SoHo Neighbourhood



JANUARY 24, 2019
Accessibility Advisory Committee Meeting



INTRODUCTION Site Context

The site is generally bound by Wellington Street to the west, South Street to the north, Maitland and Colborne Street to the east and the South Branch of the Thames River to the South.

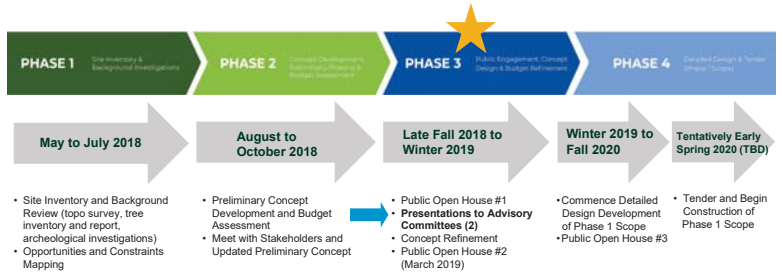


INTRODUCTION Project Background

- This project is a key component of the redevelopment of the Old Victoria Hospital Lands (OVHL).
- Addresses recommendations from the Secondary and Community Improvement Plans (CIP).
- Responds to site constraints and recommendations identified in the Environmental Impact Study (EIS).



INTRODUCTION Study Outline





INTRODUCTION Key Project Goals / Objectives

The plan will:

- ✓ Apply AODA standards and Crime Prevention Through Environmental Design (CPTED) principles;
- ✓ Use best practices for ALL circulation (vehicular, pedestrian/cycling);
- ✓ Protect and enhance existing natural features;
- ✓ Take into consideration the 'Ribbon of The Thames' vision, and;
- ✓ Establish barrier free connections within the park.



KEY RECOMMENDATIONS

- Create accessible gathering spaces along the Thames Valley Corridor (TVC);
- Establish park amenities for the District Park space;
- Provide opportunities for views to the Thames River and other important site features;
- Extend the TVP and improve pedestrian circulation and linkages to adjacent City Parks;
- Provide a "Shared Pedestrian Driveway" along the top of the TVC;
- Integrate the Ecological Recommendations identified in the Environmental Impact Study.
- Develop an implementation/phasing plan that can be integrated with future 'Ribbon of the Thames' initiatives.



PUBLIC ENGAGEMENT Summary to Date

We will:

- ✓ Continue to consult on accessible features as required by AODA.
 - Exterior paths of travel
 - Recreational Trails
 - Outdoor Play Spaces



PUBLIC ENGAGEMENT Summary to Date

What we Heard:

- ✓ **Accessibility:** Ensure project/site design is accessible and functional for all users;
- ✓ **Environment:** Provide opportunities for naturalized areas, pollinator habitats, LID's, incorporating flora;
- ✓ **Passive Recreation:** Preference for passive uses over active recreation uses;
- ✓ **Cultural/Heritage:** Integrate design features that celebrate the cultural and heritage uniqueness of the site.



<https://getinvolved.london.ca/TVCSOHO>



1. Thames Valley Parkway
2. Urban Park Corridor / Gathering Spaces
3. Woodland Enhancements
4. Shared Pedestrian / Vehicular Drive
5. Mid-block Road Connection
6. District Park

Preferred Long-Term Concept



<https://getinvolved.london.ca/TVCSOHO>

- Exciting project built off of extensive community engagement efforts;
- Great opportunity to reconnect the community to the Thames River edge, animate the site with multi-use spaces; and celebrate cultural, environmental, and heritage uniqueness;
- Strongly supported by the local neighbourhood, and;
- High priority for the City and public to ensure a fully accessible multi-purpose park for all

Summary



QUESTIONS?





Preferred Long-Term Concept



Urban Promenade / Gathering Areas and TVP



Urban Promenade / Shared Driveway and TVP



Urban Promenade / Plaza and TVP

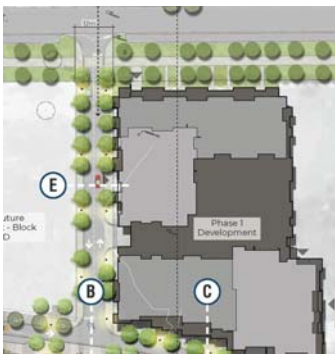




District Park and TVP



Preferred Long-Term Concept



Mid-block Road Connection



BACKGROUND STUDIES
Opportunities & Constraints Mapping



- LEGEND**
- Apprentice Line Boundary
 - City of London Park & Recreation
 - Design Line
 - Proposed Future Land
 - Proposed Future Clear Space
 - Existing Woodland
 - Woodland Ecological Value
 - Existing Park
 - Future Development
 - Proposed Future Clear Space
 - Walking Trail
 - Proposed Path
 - Proposed Mid-Block Connection
 - Existing Vehicular Circulation
 - Proposed Vehicular Circulation
 - Proposed Shared Pathway
 - City of London Park Access Point
 - Proposed Future Park Access Point
 - Waterford Over-Cross
 - Waterford Under-Cross

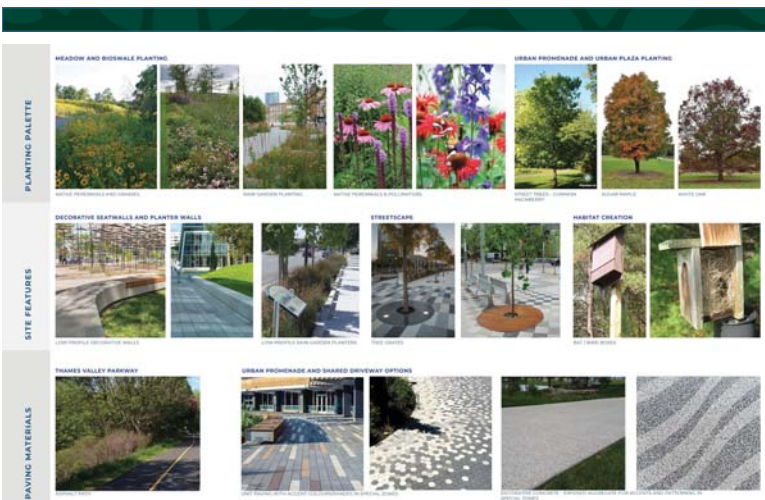
- Incorporate CPTED principles, AODA standards and the City of London Facility Accessibility Design Standards
- Fully accessible, integrated walkway and wheeled system with gathering areas along the Thames Valley Corridor
- Provide an accessible multi-generational park
- Ground level access to amenities (i.e. accessible playground to current standards, plaza areas, etc.)
- Provide an experiential play environment (accessible, stimulates sensory, all ages)



Integrated Accessibility



Materials Palette



Materials Palette





Wonderland Road Improvements Class Environmental Assessment Study

Accessibility Advisory Committee Presentation

Purpose of this meeting:
To introduce the project and solicit participation from committee members throughout the EA process

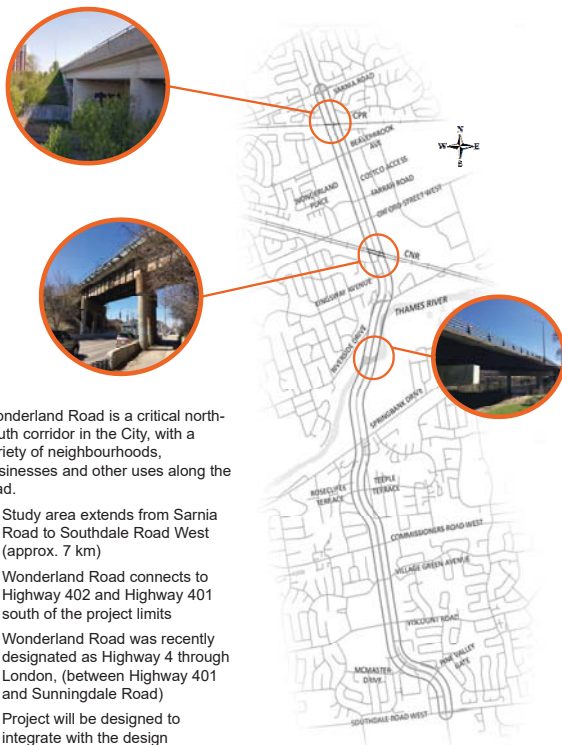


PROBLEM AND OPPORTUNITY STATEMENT

Recognizing the important role Wonderland Road has in the City of London as a key north-south transportation corridor, the 2030 Transportation Master Plan identified the need to widen Wonderland Road from four to six lanes, from Sarnia Road to Southdale Road as a strategic improvement. The City initiated a Schedule C Municipal Class Environmental Assessment (EA) (2000, as amended) to confirm the need for the widening and to identify the opportunity for additional improvements along the corridor. The outcome of the study will provide the basis for implementing an optimized corridor that addresses multi-modal transportation needs, servicing, urban design and accessibility.



STUDY AREA



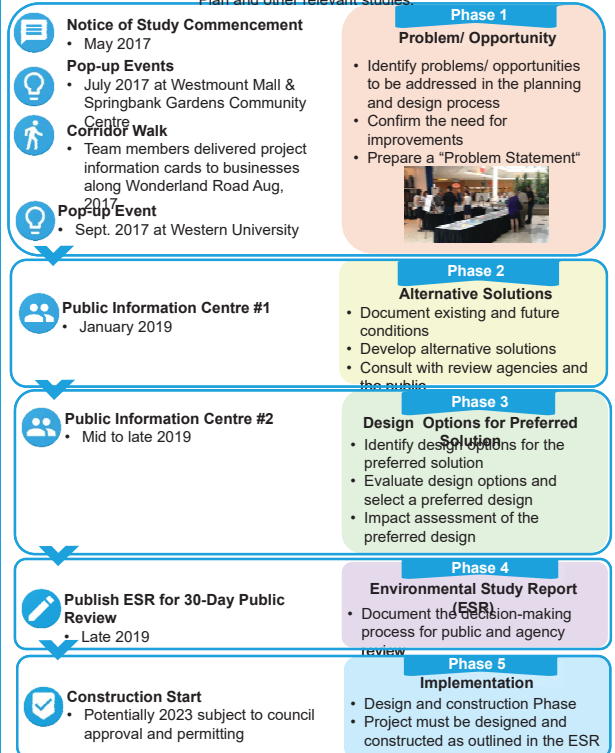
Wonderland Road is a critical north-south corridor in the City, with a variety of neighbourhoods, businesses and other uses along the road.

- Study area extends from Sarnia Road to Southdale Road West (approx. 7 km)
- Wonderland Road connects to Highway 402 and Highway 401 south of the project limits
- Wonderland Road was recently designated as Highway 4 through London, (between Highway 401 and Sunningdale Road)
- Project will be designed to integrate with the design completed as part of the 2015 Wonderland Road South Class EA which extended from Highway 402 to Southdale Road West.



STUDY PROCESS

The study is following the requirements of a Schedule 'C' Municipal Class Environmental Assessment (EA) (2000, as amended) process and will build on the recommendations of the London Plan, Transportation Master Plan, Cycling Master Plan and other relevant studies.



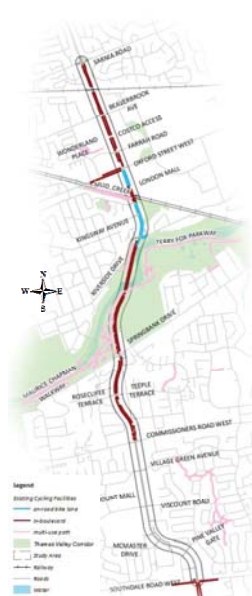
EXISTING CONDITIONS: LAND USE AND TRANSIT



- Wonderland Road is changing and will continue to evolve through the implementation of the London Plan, Rapid Transit and other City policies.
- London Plan identifies opportunity for intensification and redevelopment
- Integration of active transportation and transit along Wonderland Road is encouraged
- Existing land uses within corridor include:
 - Green Space
 - Shopping Area
 - Transit Village
 - Urban Corridor
- **London Transit Commission** identified the following opportunities to improve transit along the corridor:
 - Traffic Signal Priority
 - Enhanced Urban Design at Transit Stops
 - Limited use of Bus Bays only
 - Additional Pedestrian Crossings



EXISTING CONDITIONS: RECREATION & ACTIVE TRANSPORTATION



- Existing sidewalks along both sides of Wonderland Road for the length of the corridor
- Much of the corridor has separated "in-boulevard" cycling facilities on both sides of the road
- No cycling facilities on Wonderland Road from Commissioners Road West to Southdale Road West
- Wonderland Road is an important access point to the Thames Valley Parkway
- Wonderland Gardens recreation venue located north of Springbank Drive.



WHAT APPROACHES ARE BEING CONSIDERED TO IMPROVE THE CORRIDOR?

Possible Planning Solutions	Description	Key Considerations	Does it Address the Problems and Opportunities
Do Nothing	No capital improvements. Continue operation and maintenance of the four-lane roadway	Not consistent with City's long-term transportation planning network or The London Plan	<input type="checkbox"/>
Address traffic signal timing	Revise traffic signal timing at intersections along the corridor to improve traffic flow	Traffic signal synchronization is like a web: if you change the timing in one direction, it will affect all the intersections surrounding it, causing a ripple effect Traffic signal timings are regularly reviewed along Wonderland Road and across the City. Modifications were made in 2018. There are limitations to signal optimization alone, including roadway capacity constraints.	Yes – provides some improvement along corridor <input checked="" type="checkbox"/>
Transportation Management (TDM)	Reduce periods of peak traffic demands by shifting the timing of travel and increasing alternative modes of travel (transit, cycling, walking)	TDM policies included in the City's Transportation Master Plan are being implemented throughout the City	Implementation ongoing through other City programs <input checked="" type="checkbox"/>
Increase Capacity	Widen Wonderland Road from 4 to 6 through lanes throughout the corridor	Consistent with City's long-term transportation planning network Analysis completed shows the majority of the corridor is forecasted to meet or exceed capacity.	Consistent with the Transportation Master Plan and addresses Problems/Opportunities <input checked="" type="checkbox"/>

Based on the results of the analysis, the recommendations include:

- Continue to monitor traffic signal synchronization and optimize as required. This will be completed while the planning and design for 6 lanes is underway and could involve the reconstruction of intersections only.
- Widen Wonderland Road to six lanes through the corridor. The widening would be completed in phases, starting as early as 2023, subject to Council approval.

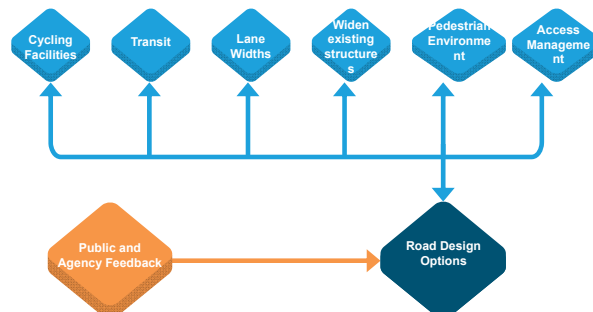


WHAT OPTIONS ARE BEING DEVELOPED?

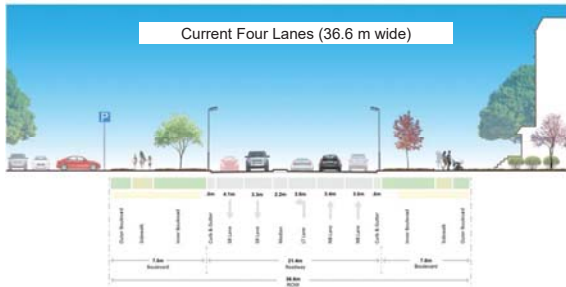
Wonderland Road is intended to be built to a high standard of streetscape and urban design throughout the corridor.

Over the next several months, the study team will develop and evaluate designs for six-laning the corridor. The options will be developed and analyzed based on:

- What is the optimal width of the roadway elements within the corridor (lane widths, cycling facilities, pedestrian amenities, utility requirements, trees, noise barriers, etc.)?
- How should the road be widened – widen to the east, widen to the west, widen symmetrically along both sides?
- What intersection improvements are required, including timing of traffic signals?
- How should existing drainage issues along the corridor be addressed?
- What unique elements should be planned for the main street section (CNR structure to Beaverbrook Ave.) to support the pedestrian-oriented area?



**WHAT WOULD SIX-LANES ON WONDERLAND LOOK LIKE?
SOUTHDALE ROAD TO COMMISSIONERS ROAD**



- In-boulevard bike lanes recommended throughout corridor.



Artistic depiction of six-lanes – Looking North from Southdale Road





Next Steps

- 1 Review comments provided at and following this event
- 2 Develop design options along the corridor
- 3 Evaluate options and select a recommended design
- 4 Public Information Centre #2 (anticipate late 2019)
- 5 Environmental Study Report available for 30-day public review period

THANK YOU

The input of the Accessibility Advisory Committee is important to the outcome of this project. Please provide comments, attending PICs and ask questions throughout the study!

Key Contacts

<p>Jason Johnson, P. Eng. Project Manager Dillon Consulting Limited 519.438.1288 x 1222 WonderlandRoad@Dillon.ca</p>	<p>Ted Koza, P.Eng. Transportation Design Engineer City of London 519.661.CITY (2489) x 5806</p>	<p>Getinvolved.london.ca</p>
---	---	---



Diversity, Inclusion and Anti-Oppression Advisory Committee

Report

1st Meeting of the Diversity, Inclusion and Anti-Oppression Advisory Committee
January 17, 2019

Attendance PRESENT: R. Hussain (Chair), S. Lewkowitz, M. Mphatso, L. Osbourne, S. Sharma, I. Silver and P. Shack (Secretary)

REGRETS: F. Cassar, Z. Hashmi and M. Prefontaine
ALSO PRESENT: F. Andrighetti, K. Husain, S. Khan, B. Sreng, A. Thorne and T. Tomchick-Condon
The meeting was called to order at 12:13 PM.

1. Call to Order

1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

1.2 Election of Chair and Vice Chair for the Term Ending June 1, 2019

That the existing appointments of the Chair and Vice Chair for the Diversity, Inclusion and Anti-Oppression Advisory Committee BE EXTENDED to June 1, 2019, to coincide with the end of the current term.

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 received.

3. Scheduled Items

3.1 Community Diversity and Inclusion Strategy Report Update

That it BE NOTED the Diversity, Inclusion and Anti-Oppression Advisory Committee (DIAAC) heard a verbal update from R. Wilcox, Director, Community and Economic Innovation and K. Koltun, Research Intern, with respect to the Community Diversity and Inclusion Strategy Report (CDIS); it being noted that DIAAC had concerns with the notation that 74% of the strategies have been initiated, further noting that the use of this statistic may discourage new participation.

3.2 Anti-Racism Policy

That it BE NOTED that the Diversity, Inclusion and Anti-Oppression Advisory Committee heard a verbal update from S. Khan, Workplace Diversity and Inclusion Specialist with respect to the Anti-Racism Policy.

3.3 Workplace Diversity and Inclusion

That it BE NOTED that the Diversity, Inclusion and Anti-Oppression Advisory Committee heard a verbal update from S. Khan, Workplace Diversity and Inclusion Specialist, with respect to the Workplace Diversity and Inclusion Report.

4. Consent

4.1 13th Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee

That it BE NOTED that the 13th Report of the Diversity, Inclusion and Anti-Oppression Committee, from its meeting held on November 15, 2018, was received.

4.2 Municipal Council Resolution with respect to the recruitment and appointment of Advisory Committee members for the up-coming term.

That it BE NOTED that the Municipal Council resolution from its meeting held on November 20, 2018, with respect to the recruitment and appointment of Advisory Committee members for upcoming term, was received.

4.3 Municipal Council Resolution with respect to the 13th Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee from its meeting held on November 15, 2018.

That it BE NOTED that the Municipal Council resolution from its meeting held on December 18, 2018, with respect to the 13th Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee, was received.

4.4 Letters of Resignation

a. Resignation - A. Hamza

That it BE NOTED that the communication dated November 28, 2018, from A. Hamza with respect to her resignation from the Diversity, Inclusion and Anti-Oppression Advisory Committee, was received.

b. Resignation - A. Sanchez

That it BE NOTED that the communication dated November 15, 2018, from A. Sanchez, with respect to her resignation from the Diversity, Inclusion and Anti-Oppression Advisory Committee, was received.

5. Sub-Committees and Working Groups

5.1 Education and Awareness Sub-Committee

That it BE NOTED that no report was received from the Education and Awareness Sub Committee.

5.2 Policy and Planning Sub-Committee

That it BE NOTED that the Education and Awareness Sub-Committee and the Policy and Planning Sub-Committee merge together until the end of this current term; it being noted that L. Osbourne will be the chair.

5.3 Award and Recognitions Sub-Committee

That the Award and Recognitions Sub-Committee meeting minutes from its meeting held on December 7, 2018, BE RECEIVED.

6. Items for Discussion

None.

7. Deferred Matters/Additional Business

7.1 (ADDED) London and Middlesex Local Immigration Partnership

That the following actions be taken with respect to the London Middlesex Local Immigration Partnership event being held on March 19, 2019:

a) the amount of \$300.00 BE APPROVED for the London Middlesex Local Immigration Partnership event, to be held on March 19, 2019;

b) the amount of up to \$350.00 BE APPROVED to purchase a pop up banner;

it being noted that DIAAC has sufficient funds in its 2019 budget for these expenses, and that R. Hussain will provide more information with respect to the above event at the next meeting.

7.2 (ADDED) Equity Lens and Inclusion Update

That it BE NOTED the Diversity, Inclusion and Anti-Oppression Advisory Committee heard a verbal update from S. Khan, Workplace Diversity and Inclusion Specialist, with respect to Equity Lens and Inclusion.

8. Adjournment

The meeting adjourned at 1:53 PM.

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON FEBRUARY 20, 2019
FROM:	SANDRA DATARS BERE MANAGING DIRECTOR HOUSING SOCIAL SERVICES AND DEARNESS HOME
SUBJECT	PROVIDE HOMEMAKING SERVICES FOR THE CORPORATION OF THE CITY OF LONDON AWARD REQUEST FOR PROPOSAL 18-48

RECOMMENDATION

That, on the recommendation of the Managing Director Housing, Social Services and Dearness Home, the following actions **BE TAKEN** with respect to the award of the Request for Proposal (RFP) 18-48 Homemaking Services at the Dearness Home:

- a) That the Request for Proposal (RFP) 18-48 **BE AWARDED** to CBI Limited , 3300 Bloor Street W, Suite 900 Toronto, ON M8X 2X2;
- b) The proposed by-law attached as "Appendix A" **BE INTRODUCED** at the Municipal Council meeting of March 5, 2019 to;
- c) **APPROVE** agreement between The Corporation of the City of London and CBI Limited attached as Schedule 1 and to;
- d) **AUTHORIZE** the Mayor and Clerk to execute the agreement attached as Schedule 1.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
--

None

BACKGROUND

Purchasing Process

A request for proposal for the Homemaking Services at the Dearness Home was issued and six (6) submissions were received on November 26, 2018.

An Evaluation Committee consisting of four (4) staff members evaluated the submissions based on pre-determined criteria. The criterion was based on the following requirements:

- Proponent Profiles
- Proponent Experience
- Team Qualifications
- Proponent Understanding of Project
- Methodology to Complete Project
- Annual Proposed Price Schedule
- References

Upon completion of the evaluation of proposal submissions, one (1) Proponent scored exceptionally higher than the other submissions.

The Evaluation Committee unanimously confirmed CBI Limited as the successful Proponent and recommend CBI Limited to provide the Homemaking Services for the Dearness Home.

Discussion

The Homemakers Program is a discretionary program provided by the City of London, operated out of the Dearness Home and funded under the *Homemakers and Nurses Services Act*.

In operation at the City for many years, the program facilitates the provision of homemaking services to eligible clients through Purchase of Service Agreements with our current local community provider CBI Limited.

The current contract is set to expire on March 5, 2019 and the new contract attached as Schedule 1 will be awarded to the successful proponent of the competitive process, CBI Limited. A transition plan will not be required as CBI Limited will continue as our contracted provider.

FINANCIAL IMPACT

The program has a claims-based cost shared funding model. The Ministry of Health and Long Term Care (MOHLTC) provides funding for 80% of costs for client services and the City of London funding the remaining 20%. The City also incurs the cost of administering the program (100%).

The total program expenditure costs, as listed in the city's Budget, is \$180,000 with MOHLTC revenue of \$144,000 (80%) and City costs of \$36,000. In addition, administrative expenses are \$31,781 for a total City budget of \$67,781. The maximum proposed price of the service contract is \$175,000 which is within the City's current budget for Homemaking Services. This contract will provide 7, 000 hours of service to approximately 60 clients in the community.

The Province issues funding letters annually to address municipal pressures and surpluses and it is our expectation that for 2018/19 will be received by the end of March 2019. Spending in 2019 through this contract will be in line with the most current approved expenditure target notice and within the City's budget.

PREPARED BY:	REVIEWED AND SUBMITTED BY:
CHERYL GILMOUR MANAGER COMMUNITY LIFE	LESLIE HANCOCK ADMINISTRATOR – DEARNESS HOME
RECOMMENDED BY:	
SANDRA DATARS BERE MANAGING DIRECTOR HOUSING, SOCIAL SERVICES & DEARNESS HOME	

- cc: Janice Brown, Manager Financial & Business Services
 Leslie Hancock, Administrator, Dearness Home
 John Freeman, Manager Purchasing and Supply
 Jason Wills, Risk Management
 Lynn Marshall, Solicitor

APPENDIX A

Bill No.
2019

By-law No.

A by-law to approve the agreement between The Corporation of the City of London and CBI Limited for the provision of Homemaking Services

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

AND WHEREAS the City has the capacity, rights, powers and privileges of a natural person for the purposes of exercising its authority under the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, or any other Act, pursuant to the provisions of section 9 of the *Municipal Act, 2001*;

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

1. The agreement to be entered into between The Corporation of the City of London and CBI Limited regarding the provision of Homemaking 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 in paragraph 1 above.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council , 2019

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading -
Second reading -
Third reading –

SCHEDULE 1

PURCHASE OF SERVICE AGREEMENT

with effect as of March 5, 2019

BETWEEN:

CBI Limited ("the Service Provider")

-AND-

The Corporation of the City of London ("the City")

WHEREAS the City requires a Homemaking Services provider to provide basic housekeeping supports in accordance with the provisions of the *Homemakers and Nurses Services Act*, R.S.O.1990, c.H.10, and its regulations to qualifying residents who reside within the geographic area of the City of London;

AND WHEREAS Section 5 of the Act authorizes the City to enter into an agreement with any person or organization for the furnishing of any services that may be provided under the Act for such persons as may be agreed upon;

AND WHEREAS the Service Provider agrees to provide Homemaking Services in accordance with the terms of this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants, the parties covenant and agree, each with the other, as follows:

1.0 Definitions

1.1 In this Agreement the following terms shall have the following meanings:

"Agreement" shall mean this agreement and all schedules attached hereto, all written amendments to this agreement signed by each of the parties, and all other documents that are expressly incorporated by reference into this agreement;

"Act" means *Homemakers and Nurses Services Act*, R.S.O. 1990, c. H.10, or any successor legislation;

"Homemaking Services" means housekeeping services including,

- (a) light cleaning,
- (b) light laundry

provided in accordance with section 6 of the Act by a homemaker qualified under the Regulation to the Act;

"Term" has the meaning set out in clause 3.0.

"Vulnerable Person" means an individual who has difficulty protecting themselves from harm, and/or may be reliant on others because of age, mental disability, physical disability, or circumstances, and includes but is not limited to minors.

2.0 Services

Service Provider shall provide the Homemaking Services for the City on a fee for service basis in accordance with:

- (i) the term and conditions of this Agreement;
- (ii) all program requirement for Homemaking Services as outline in the Request for Proposal 18-48;
- (iii) all Applicable laws and by-laws of the City, Province of Ontario and the Government of Canada.

3.0 Term

The term of the Agreement shall commence March 5, 2019 and end March 4, 2022 unless terminated earlier by the City or Service Provider pursuant to the termination provisions in this Agreement.

The City at its absolute sole discretion has the option to renew the contract for 2 further 2-year periods.

4.0 Scope of Service

All program requirements for the Homemaking Services at the Dearness Home are outlined in the RFP document, and shall be deemed to form part of this Agreement.

The Service Provider shall be responsible for the hiring, training and supervision of all its employees and agents. The Service Provider shall employ due diligence in the screening and supervision of the staff and volunteers that will be working directly with Vulnerable Persons. The Service Provider shall obtain police clearance certificates for those individuals working with Vulnerable Persons and shall provide same to the City upon request.

The Service Provider shall employ only competent and orderly employees and agents, and shall ensure that employees and agents that provide Homemaking Services have the qualifications as required of a homemaker under the Act and in particular section 2 of Regulation 634:

A homemaker shall be,

(a) a person who is qualified by training or experience to perform homemaking services;

(b) medically examined annually and certified by a physician as being in good health and physically fit for the duties of a homemaker;

(c) sympathetic to the welfare of children and families and to those who are elderly, handicapped, ill or convalescent;

(d) a person with experience and knowledge sufficient to meet the needs of the persons and families for whom the person acts as a homemaker and with the ability to cope with their problems; and

(e) a person with ability to transmit his or her homemaking skills by simple, practical methods of instruction and demonstration.

5.0 Pricing

The cost of services shall be as set out in Appendix A.

For any given year of Homemaking Services, the City shall not be obligated to make any payments above the "Maximum Annual Proposed Price".

Payment Terms & Billing

Upon submission of invoices and reconciliation of discrepancies if any, the City will pay the Service Provider the applicable fees as set out in the Agreement.

Service Provider shall submit invoices to the City by the 10th day of the month which follows the month in which the services are being performed or any other day as mutually agreed upon.

The City will communicate all invoice discrepancies to the Service Provider and the Service Provider shall make required adjustments after billing reconciliation.

Once Invoices have been reconciled to the City's satisfaction, they will be paid on the next payment schedule.

6.0 Termination

Termination Without Cause

6.1 The Service Provider may terminate the Agreement without cause and without penalty upon thirty (30) days' prior written notice to the City.

6.2 The City may terminate the Agreement without cause and without penalty upon seven (7) days' prior written notice to the Service Provider.

Termination With Cause

6.3 The City may terminate the Agreement if the Service Provider defaults in respect of any obligation provided for in this Agreement upon one (1) days' prior written notice to the Service Provider, without penalty.

7.0 Financial loss

The City shall under no circumstances be required to cover the Service Provider's operational losses in whole or in part at any time during the Agreement regardless of any circumstances that may be presented in the provision of Homemaking Services.

7.1 Loss or damage

The Service Provider shall maintain controls over the storage and safekeeping of property belonging to the Service Provider or their employees, agents or contractors. The City shall not be liable for any loss or damage such property stored on or off the premises, unless such loss or damage is as a result of the City's negligence.

7.2 Confidentiality

In accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, and the *Personal Health Information Protection Act*, the Service Provider, its directors, officers, employees, agents and volunteers will hold confidential and will not disclose or release to any person at any time during or following the term of this Agreement, except where required by law, any information or document without obtaining the written consent of the individual/organization concerned prior to the release or disclosure of such information or document and shall comply with the requirements regarding Personal Information and Confidentiality as contained in **Schedule "B"** attached hereto and forming part of this Agreement.

8.0 Occupational health and safety

8.1 The Service Provider shall abide by and enforce the requirements of the current Ontario Occupational Health and Safety Act, applicable Regulations, and the Workplace Hazardous Materials Information System (W.H.M.I.S.).

8.2 The Service Provider shall be considered the Employer as defined by the Ontario Occupational Health and Safety Act. The Service Provider shall appoint an appropriate number of supervisors to provide supervision to their employees. These supervisors appointed by the Service Provider will be considered Supervisors and must be Competent Persons as defined by the Ontario Occupational Health and Safety Act. A Competent Person is defined as:

A person who:

- a) is qualified because of knowledge, training and experience to organize the work and its performance;
- b) is familiar with the Ontario Occupational Health and Safety Act and the regulations that apply to the work; and
- c) has knowledge of any potential or actual danger to health or safety in the workplace.

8.3 In the event of a fire, death, critical injury, disabling injury, occupational illness or other circumstance described in the Occupational Health and Safety Act, the Service Provider shall notify the Ministry of Labour and any other groups or individuals as required. The Service Provider shall immediately advise the City's representative of the above occurrences.

8.4 The Service Provider will take every precaution reasonable in the circumstances for the protection of their employees, contractors and agents.

9.0 Accessibility for Ontarians with Disabilities Act training

The Service Provider shall ensure that it and all its volunteers, employees or agents, who deal with members of the public under this Agreement, receive training about the provision of services to persons with disabilities, in compliance with the Accessibility for Ontarians with Disabilities Act, 2005 and its Regulations.

10.0 Insurance The Service Provider shall at its own expense obtain and maintain until the termination of the contract, and provide the City with evidence of:

- a) Comprehensive general liability insurance on an occurrence basis for an amount not less than Five Million (\$5,000,000.) dollars and shall include the City as an additional insured with respect to the Service Provider 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 bidders' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses;

- b) Fidelity Bond Employee Dishonesty coverage in the amount of \$10,000. including a Third Party Extension
- c) The policies shown above will not be cancelled or permitted to lapse unless the insurer notifies the City in writing at least thirty (30) days prior to the effective date of cancellation or expiry. The City reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the City may reasonable require.
- d) The Service Provider shall not commence work until satisfactory evidence of insurance has been filed with and approved by the Risk Management Division of the City. The Service Provider shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date of the duration of the contract.
- e) The Service Provider shall carry 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 (\$2,000,000.00) * dollars and shall include the City as additional insured with respect to all of the Service Provider operations relating to this Agreement and shall provide that the above- mentioned policies will not be cancelled or permitted to lapse unless the insurer notifies the City in writing at least thirty(30) days prior to the date of cancellation or expiry.
- f) The Service Provider shall not commence work until satisfactory evidence of insurance has been filed with and approved by the City. Prior to the effective date of this Agreement and thereafter on renewal date of the insurance, the Service Provider shall further provide that evidence of the continuation of said insurance is filed at each policy renewal date for the duration of the contract. The City reserves the right to request such higher limits of insurance or other types of insurance as it may reasonably require from time to time; failure to procure and maintain said insurance shall constitute a default under this agreement.

11.0 Indemnification

The Service Provider undertakes and agrees to defend and indemnify the City and hold the City harmless, at the Service Provider's sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that the City may sustain or incur by reason of:

- (a) any breach of this Agreement by any of the Service Provider, the Service Provider's employees, any subcontractor of the Service Provider, or persons for whom the Service Provider is at law responsible;
- (b) any loss or misuse of funds held by the Service Provider, the Service Provider's employees, subcontractor of the Service Provider, or persons for whom the Service Provider is at law responsible, under this Agreement;
- (c) the acts or omissions of the Service Provider, the Service Provider's employees, subcontractor of the Service Provider, or any person for whom the Service Provider is at law responsible in performing Homemaking Services otherwise carrying on Service Provider's business, including any damage to any and all persons or property, whether deliberate, accidental or through negligence, and all tickets, fines or penalties;
- (d) any claim or finding that any of the Service Provider, the Service Provider's employees, subcontractor of the Service Provider, or persons for whom the Service Provider is at law responsible are employees of, or are in any employment relationship with, the City or are entitled to any Employment Benefits of any kind; or
- (e) any liability on the part of the City, under the *Income Tax Act* (Canada) or any other statute (including, without limitation, any Employment Benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties, by virtue of any of the following being considered to be an employee of the City, from the Service Provider, the Service Provider's employees or others for whom the Service Provider is at law responsible in connection with the performance of the Homemaking Services or otherwise in connection with the Service Provider's business.

Workplace Safety and Insurance Board

11.1 The Service Provider shall furnish a WSIB Clearance Certificate indicating their WSIB firm number, account number and that their account is in good standing. This form must be furnished to the City prior to commencement of services. The Service Provider further agrees to maintain that good standing throughout the Term of the Agreement.

11.2 The Service Provider shall produce to the City a Clearance Certificate from the WSIB from time to time during the Agreement on request and/or prior to final payment.

12.0 Record Keeping

The Service Provider will keep and maintain proper records and books of account relating to Homemaking Services provided to clients and make them available to City upon request.

13.0 Right to Audit

13.1 The Service Provider shall establish and maintain a reasonable accounting system that enables the City to readily identify the Service Provider's assets, expenses, costs of goods, revenues, and taxes paid. City may audit the relevant books, records, and computer systems of the Service Provider from time to time to ensure that the Service Provider has properly complied with the provisions of this Agreement. Each such audit shall be conducted during regular business hours and shall not interfere unreasonably with Service Provider's business. The City shall give the Service Provider ten (10) Business Days prior notice of any such audit.

13.2 The Service Provider agrees to co-operate with the City's auditors, to provide access to Service Provider's books, records, and computer systems, and to allow the City's auditors to make and remove copies of the Service Provider's books and records. "City's auditors" includes City's internal auditors, as well as those external auditors retained by the City.

13.3 The Service Provider shall at all time during the Term of this Agreement and for a period of ten years after the completion of this Agreement, maintain such records. The Service Provider shall at any time requested by the City, and at its expense, make such records available for inspection and audit by the City.

14.0 Notice

(a) Any notice or communication required or permitted to be given under the Agreement shall be in writing and served personally, delivered by courier or sent by registered mail, addressed to the other party:

To the City:	The Corporation of the City of London
Attention:	City Clerk
	City Hall
	300 Dufferin Avenue
	London, ON N6A 4L9

To the Service Provider:	CBI Limited
	3300 Bloor Street West, Suite 900
	Toronto, ON M8X 2X2

(b) Any such notice mailed as aforesaid shall be deemed to be given to the addressee on the second (2nd) normal business day (Monday to Friday, excluding statutory holidays) following the date of such mailing. If a mail strike is in progress or there is reasonable prospect of a mail strike, such notice shall be given by courier.

(c) Any Party may at any time give notice to the other Party of any change of address of the Party giving such notice and from and after the giving of such notice, the address therein specified shall be deemed to be the address of such Party.

15.0 Circumstances Beyond the Control of Either Party

Neither the Service Provider nor the City shall be liable for damage caused by delay or for failure to perform its respective obligations under the Agreement resulting from matters beyond the control of the City and the Service Provider including, strike, lockout or any other action arising from a labour dispute, fire (other than a fire caused by the Service Provider's negligence), natural flood, Act of God, war, riot or other civil insurrection, lawful act of public authority, all of which cannot be reasonably foreseen or provided against.

16.0 Severability

If any Term or provision of the Agreement or the application thereof to any person or circumstance shall to any extent or for any reason be invalid or unenforceable, the remainder of the Agreement and the application of such Term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining Term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

17.0 Independent Contractors

17.1 Nothing in this Agreement, shall be interpreted as creating an employer/employee relationship between the City (as employer) and the Service Provider or any of its employees, or agents as employed. The Service Provider acknowledges that it is being retained to deliver the services described herein and is responsible for the performance of its employees and agents. The Service Provider shall not represent itself, nor its employees or agents, to be the agent or employee of the City.

NOT AN AGREEMENT OF EMPLOYMENT

17.2 The Service Provider acknowledges and agrees this Agreement shall not in any way be deemed or construed to be an Agreement of Employment. Specifically, the parties agree that it is not intended by this Agreement that the Service Provider nor any person employed by or associated with the Service Provider is an employee of, or has an employment relationship of any kind with the City or is in any way entitled to employment benefits of any kind whatsoever from the City whether under internal policies and programs of the City, the Income Tax Act, R.S.C. 1985 c.1 (1st Supp); the Canada Pension Act, R.S.C. 1985, c. C-8; the Employment Insurance Act, S.O. 1996, c.23; the Workplace Safety and Insurance Act, 1997 S.O. 1997, c.26 (Schedule "A"); the Occupational Health and Safety Act, R.S.O. 1990, c.o.1; the Pay Equity Act, R.S.O. 1990, c.P.7, the Health Insurance Act, R.S.O. 1990, c.H.6; or any other employment related legislation, all as may be amended from time to time, or otherwise.

17.3 Notwithstanding paragraph 17.2, above, it is the sole and exclusive responsibility of the Service Provider to make its own determination as to its status under the Acts referred to above and, in particular, to comply with the provisions of any of the aforesaid.

18.0 Amendments

All provisions of the Agreement shall remain in effect throughout the Term unless the parties agree, in a written document signed by authorized representative of both parties, to amend, add or delete any provision. The Agreement contains all agreements of the parties with respect to matters covered herein, superseding any prior agreements oral or written, and may not be changed other than by an agreement in writing signed by the authorized representative of the parties.

19.0 Governing law

This Agreement shall be governed by and interpreted in accordance with Ontario law.

20.0 Independent Legal Advice

The Service Provider acknowledges that it has had the opportunity to obtain independent legal advice with respect to this Agreement.

21.0 Assignment

Neither this Agreement nor any part of it or interest in it may be assigned, subcontracted or otherwise transferred by the Service Provider without the prior written consent of the City, which consent may be unreasonably withheld.

Such written consent shall be within the sole and unfettered discretion of the City and may include such terms and conditions as the City considers appropriate, but shall not, under any circumstances, relieve the Service Provider of its liabilities or obligations under this Agreement.

22.0 Waiver

A waiver of any failure to comply with any Term of this Agreement must be written and signed by the party providing the waiver. Each waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

SIGNED SEALED AND DELIVERED

THE CORPORATION OF THE CITY OF LONDON

By: _____
Ed Holder, Mayor

By: _____
Catharine Saunders, City Clerk

CBI Limited

By: _____
Omar Aboelela, Director of Operations, CBI
Limited
*I have the authority to bind the Corporation

Appendix A

	Year 1	Year 2	Year 3
Hourly Rate **	\$25.00	\$25.00	\$25.00
Maximum Annual Proposed Price*	\$175,000	\$175,000	\$175,000
Total Maximum Cost (3 Years)			\$525,000

*Maximum Annual Proposed Price based on the provided estimate of 7,000 hours per year

**HST Exempt

SCHEDULE "B"

Freedom of Information and Protection of Privacy

1. In this Schedule:
 - (a) "City Information" means General Information and Personal Information:
 - (i) provided by the City to the Service Provider in relation to this Agreement;
 - (ii) collected by the Service Provider in relation to this Agreement; or
 - (iii) derived by the Service Provider from General Information and Personal Information provided or collected under this Agreement;
 - (b) "Service Provider Information" means General Information and Personal Information, except City Information, provided by the Service Provider to the City in relation to this Agreement;
 - (c) "General Information" means recorded information that is not Personal Information; and
 - (d) "Personal Information" means recorded information about an identifiable individual, including,
 - (i) information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation or marital or family status of the individual,
 - (ii) information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved,
 - (iii) any identifying number, symbol or other particular assigned to the individual,
 - (iv) the address, telephone number, fingerprints or blood type of the individual,
 - (v) the personal opinions or views of the individual except if they relate to another individual,
 - (vi) correspondence sent to an institution by the individual that is implicitly or explicitly of a private or confidential nature, and replies to that correspondence that would reveal the contents of the original correspondence,
 - (vii) the views or opinions of another individual about the individual,
 - (viii) personal health information, and
 - (ix) the individual's name if it appears with other personal information relating to the individual or where the disclosure of the name would reveal other personal information about the individual.
2. All City Information shall remain the sole property of the City and any part of it or all of it shall be given by the Service Provider to the City within 5 Business Days of:
 - (a) the City's written request; or
 - (b) the termination or expiry of this Agreement.
3. Except for law enforcement purposes and in accordance with this Agreement, the Service Provider shall, when collecting City Information that is Personal Information:
 - (a) limit its collection of the information to that which is necessary for it to comply with this Agreement;
 - (b) make its best efforts to collect the information directly from the individual to whom the information relates by fair and lawful means; and
 - (c) identify the purpose for which the information is collected to the individual at or before the time of collection.
4. The Service Provider shall retain all City Information in a manner that protects its security and confidentiality.
5. Except:
 - (a) with the consent of the individual; or
 - (b) for law enforcement purposes and in accordance with this Agreement,

the Service Provider shall not use City Information that is Personal Information for purposes other than that for which it was collected.
6. Except for law enforcement purposes and in accordance with this Agreement, the Service Provider shall not disclose City Information in any manner whatsoever without the prior approval in writing of the City.
7. The Service Provider shall not destroy any City Information.

8. Subject to all applicable legislation, including the *Municipal Freedom of Information and Protection of Privacy Act*, the City may disclose:
 - (a) any part of or all Service Provider Information; or
 - (b) any part or all of this Agreement.

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON FEBRUARY 20, 2019
FROM:	G. KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT & COMPLIANCE SERVICES & CHIEF BUILDING OFFICIAL
SUBJECT:	UNSANCTIONED AND UNSAFE STREET PARTIES

RECOMMENDATION

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, in concurrence of the City Manager, the report on Unsanctioned and Unsafe Street Parties **BE RECEIVED** for information purposes, noting that policy and implementation teams have been created to address public safety.

BACKGROUND

In September 2018, approximately 20,000 people engaged in an unsanctioned street party in the near campus-neighbourhood just south of Western University ("University") on Broughdale Avenue and surrounding streets. This event was not sanctioned by either the University or the City of London ("City"). Multiple agencies and first responders were engaged in a coordinated response to this unsanctioned event. All agencies involved in this event scheduled additional staff resources. London Police Service contracted officers with York Regional Police to ensure public safety. There is significant risk to the attendees, first responders and on ground agency personnel. In fact, the whole community is impacted as streets are closed, and the amount of first responder dedication to the event impacts community wide emergency call response.

The timeline of the area impacted is between 7:30 a.m. to 5:30 p.m. on the day of the unsanctioned street party. Public and private area clean-up activities last for several days after the event. During the 2018 event, 57 persons were hospitalized (28 persons were transported to hospitals between 1 p.m. and 4 p.m. alone). Hospitals reported receiving patients related to the event both the day prior and many days after. London Police Service issued 134 Provincial Offence Notices. London Fire Department issued 30 Fire Code violations. Municipal Law Enforcement issued 6 noise violations. The cost of first responders related to this event exceeded \$200,000. The public and private costs related to the "after party" debris and property damage are extensive.

During the initial event debrief, all agencies agreed that the magnitude of this unsanctioned event cannot continue, as the potential of life altering injuries or death is very probable. The recent trend of "brewfing" (drinking on rooftops) has resulted in structural collapse in other municipalities where similar events occur. Due to the volume of people obstructing prompt emergency vehicle response, patients are normally removed from the location of the injury occurrence by using a "gurney to waiting vehicle" protocol.

In order to move forward towards solutions for anticipated future unsanctioned events, a phased plan is being implemented that involves a number of first responder agencies, City departments and Western University. Two key teams have been formed.

Policy Team

This group will focus on policy matters related to legislation, by-laws and internal policies. Members of this team will make recommendations for amendments to policy or legislative matters if necessary. Some of the issues to be addressed by the Policy Team include:

- The Student Code of Conduct
- The Public Nuisance By-law
- On-Campus Events (location, timing)

This group will include representatives from the City, London Police Service, Western University Administration, and Student Union who specialize in policy matters, and on-campus student programming. If any changes to City By-laws are proposed, Civic Administration will present them to the Community and Protective Services Committee (CPSC) by April 2019.

Steering and Implementation Committee


This group will focus on operational protocol matters which will also involve communications with the general public and student population (including University, College and local School Boards). This group will include representatives from all first responder agencies including hospital services as well as additional City departments, including Corporate Security and Emergency Management, Fire Prevention and Communications.

Public Consultation

In an effort to obtain public feedback on proposed solutions being developed by the Policy Team, a community consultation meeting will be held in February/March 2019. Any policy or by-law changes proposed by Civic Administration will be scheduled for April 2019.


CONCLUSION

The intent of this report is for information purposes. All agencies involved in public safety, health care, education, and student life are very concerned about the unintended consequences of unsanctioned street parties. Any changes to by-laws resulting from this review will allow for a process of public participation. There will be a coordinated communications plan, which will focus on sharing emergency management information, as well as the anticipated consequences of non-compliance.

PREPARED BY:	RECOMMENDED BY:
	
O. KATOLYK, MLEO (c) CHIEF MUNICIPAL LAW ENFORCEMENT OFFICER	GEORGE KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT & COMPLIANCE SERVICES & CHIEF BUILDING OFFICIAL
RECOMMENDED BY:	
MARTIN P. HAYWARD, CPA, CGA CITY MANAGER, CITY OF LONDON	



UNSANCTIONED STREET PARTIES



MUNICIPAL ACT

- Matters that, in the opinion of Council, are or could become or cause public nuisances



CITY OF EAST LANSING, MICHIGAN



St Patrick's Day 2012





Nuisance Party

- A social gathering on premises within the municipality and which, by reason of the conduct of persons in attendance, results in any one or more of the following activities occurring that constitute a public nuisance whether occurring on neighbouring public or private property:



- disorderly conduct;
- public drunkenness; urination;
- the unlawful distribution of alcohol;
- littering; noise; open burning;
- destruction of property;
- obstruction of emergency services;
- brewfing (2017)



- No person shall sponsor, conduct, continue, host, create, attend, allow, cause or permit a Nuisance Party.



MOVING FORWARD

- Policy matters – Student Code of Conduct; Nuisance By-law; (April 2019)
- Operational Matters – education and communications (April 2019 – ongoing)
- Committed to continual collaboration.

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON FEBRUARY 20, 2019
FROM:	G. KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT & COMPLIANCE SERVICES & CHIEF BUILDING OFFICIAL
SUBJECT:	BY-LAW MONITORING AND MODERNIZATION

RECOMMENDATION

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the report on By-law Monitoring and Modernization **BE RECEIVED** for information purposes.

BACKGROUND

Over the past number of years, Civic Administration has reviewed a number of by-laws in an effort to streamline and consolidate regulations and approval processes, address emerging issues and repeal archaic unnecessary regulations. The largest review involved a complete revamp of the Business Licensing By-law, which had not been fully reviewed and/or revised for at least three decades. Emerging issues such as car sharing initiated a review of the former Taxicab By-law.

DISCUSSION

Generally, all Community By-laws can be categorized by one or more of the following municipal purposes:

- Consumer protection
- Nuisance control
- Health and safety
- Crime prevention

London's By-laws vary in the level of complexity, length and degree of enforcement required to achieve compliance.

Civic Administration is continually monitoring emerging issues, consulting with industry advocates, and discussing issues with the general public in an effort to efficiently and effectively administer and enforce Council approved By-laws.


In recent comprehensive by-law reviews, Council approved Civic Administration utilizing section 23 of the *Municipal Act*, authorizing the delegation of legislative powers. The intent of this section is to streamline City Council's decision-making process and enable it to focus on larger community issues in a more strategic manner. This process has been used in the Vehicle for Hire By-law and Business Licensing By-law. The process is efficient as it allows for the development and implementation of operational regulations by Civic Administration, which otherwise would be required to be approved by Council by way of By-law amendments. The process allows for prompt decision making and alternative solutions without having to report out to Council on operational matters. From a resource perspective, preparing numerous reports and amendments to a current By-law, is far more time-consuming than addressing operational matters administratively.

CONCLUSION

As the continuous process of By-law modernization unfolds, Civic Administration plan to amend two bundles of By-laws yearly. This will involve a full municipal scan, industry meetings and a public participation process to ensure full public transparency. The two proposed bundles for the 2019 calendar year are:

- The Pool Fence By-law and the Fence By-law
- Property Standards

In addition to these two bundles, Civic Administration will continue to prepare By-law amendments as emerging issues arise.

PREPARED BY:	RECOMMENDED BY:
	
O. KATOLYK, MLEO (c) CHIEF MUNICIPAL LAW ENFORCEMENT OFFICER	GEORGE KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT & AND COMPLIANCE SERVICES & CHIEF BUILDING OFFICIAL

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON FEBRUARY 20, 2019
FROM:	LYNNE LIVINGSTONE MANAGING DIRECTOR, NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES AND SCOTT STAFFORD MANAGING DIRECTOR, PARKS & RECREATION
SUBJECT:	MAKING NASAL NALOXONE KITS AVAILABLE FOR PUBLIC USE IN SOME CITY OF LONDON FACILITIES

RECOMMENDATION

That, on the recommendation of the Managing Director of Neighbourhood, Children and Fire Services and the Managing Director of Parks & Recreation, in response to council resolution of June 13, 2018, the following policy direction and implementation plan to install nasal Naloxone Kits for public use at some City of London facilities BE APPROVED:

- a) place up to two nasal Naloxone kits for public use with each publicly accessible Automated External Defibrillator (AED) at those City facilities that operate year-round;
- b) install appropriate signage to assist the public to locate and access the nasal Naloxone kits;
- c) the program will operate as a pilot program for one year commencing in June of 2019 and Civic Administration will report to Council on the usage of the nasal Naloxone kits at the end of the pilot program; and
- d) Civic Administration will assist the Middlesex-London Health Unit in the scheduling of at least one public education session, in which Middlesex-London Health Unit will provide information and education to the public regarding nasal Naloxone kits.

It being noted that the Middlesex-London Health Unit's Medical Officer of Health supports this plan.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
--

None

BACKGROUND

Council Resolution

Council made the following resolution on June 13, 2018:

That the following actions be taken with respect to incorporation of Naloxone Kits at Automated External Defibrillator (AED) machine locations in the City of London:

- a) *the delegation and attached presentation from T. Nault and R. Barnfield of the Schulich Political Advocacy Committee BE RECEIVED, with thanks, with respect to the above-noted matter; and,*
- b) *the Civic Administration BE DIRECTED to report back by the Fall of 2018, with a proposed implementation plan and associated costs related to:*
 - i) *installation of two naloxone kits at every Automated External Defibrillator (AED) location in City-owned and operated facilities;*
 - ii) *training of staff with respect to the naloxone kits;*
 - iii) *placement of appropriate signage at the locations;*
 - iv) *outreach with community partners for the provision of the collection of data related to the usage of the kits; and,*
 - v) *undertaking the necessary arrangements and the holding of public "town hall" meetings to inform and educate regarding the proposed initiative;*

it being noted that a communication from Councillor P. Squire was received, with respect to this matter.(3.3/9/CPSC)

Recommended Implementation Approach

Civic Administration consulted with the Middlesex-London Health Unit (MLHU) in developing a proposed plan to make nasal Naloxone kits available for public use in some City of London facilities.

If Council approves the plan, the City would purchase and place up to two nasal Naloxone kits, for public use, with each publicly accessible AED at those City facilities that operate year-round (currently 29 locations). The nasal Naloxone kits would be routinely inspected, and missing or expired medication would be replaced.

It is proposed that the program operate as a pilot program for one year, starting in June of 2019, during which time the City will collect data on the usage of the nasal Naloxone kits. The program will be assessed during that year, and Civic Administration will provide a further report to Council with an evaluation of the pilot program including the number of kits used or lost as well as the frequency of AED use as a comparator.

Appropriate signage to assist the public to locate the nasal Naloxone kits would be installed at each location where nasal Naloxone kits are to be located. The signage would indicate that nasal Naloxone kits are available for use by the public, and to call 911 in the event of an emergency. Further, each nasal Naloxone kit would contain the manufacturer's instructions and information for any member of the public that chooses to use the kit.

Civic Administration would assist MLHU in scheduling at least one public education session, in which MLHU would provide information and education to the public regarding nasal Naloxone kits.

As this program is intended to make nasal Naloxone kits available for public use, City staff will not be required as part of their job duties to administer nasal Naloxone. City staff who regularly work at facilities where nasal Naloxone kits would be installed, would be provided with awareness training related to the intended purpose, location, and use of the kits, as well as any additional health and safety training deemed appropriate to ensure they are aware of the steps to be taken in the event of an emergency, including how to address any risks associated with the public's use of the nasal Naloxone kits.

A June start for the pilot program allows time to finalize the health and safety training package, order the kits, install signage and train staff.

Background Assessment Work

Civic Administration has reviewed risks and implications of installing Naloxone kits for public use at certain City facilities. In addition, Civic Administration gathered information from medical professionals, representatives from MLHU, Regional HIV/AIDS Connections, as well as the civic administration from the City of Kingston.

Health and Safety Considerations

The use of Naloxone to treat opioid overdoses at City of London facilities could result in potential health and safety hazards, including possible confused or violent episodes after the individual is given Naloxone. These hazards can be reduced through routine operational controls, including Corporate Health and Safety Procedures and related training of applicable staff as outlined above.

It should be noted that, to date, there have been no reported incidents of opioid overdoses at City of London facilities.

Legal and Other Considerations

A corporation that makes medication available for use by the public could be subject to civil lawsuits in negligence, including vicarious liability for acts of its employees. The City could be exposed to civil liability in the event it operationally does not comply with its policy, for instance failing to maintain unexpired medication.

The *Chase McEachern Act (Heart Defibrillator Civil Liability)*, 2007 protects owners and occupiers of premises on which an AED is installed from liability for any harm that may occur in relation to the use of the AED, provided that the owner or occupier made the AED available for use in good faith without gross negligence and properly maintained the defibrillator.^[1] There is no similar legislation that protects a corporation from such exposure to liability with respect to installing publicly-accessible Naloxone kits.

1. Despite the *Occupiers' Liability Act* and the rules of common law, any person who owns or occupies premises where a defibrillator is made available for use and who acts in good faith with respect to the availability or use of the defibrillator is exempt from civil liability for any harm or damage that may occur from the use of the defibrillator.

There is protection against municipal liability under s. 450 of the *Municipal Act, 2001* where the action/inaction results from a policy decision of the municipality. However there is no similar legislative protection against municipal liability if the policy is not properly implemented at the operational level.

Next Steps

Pending Council's approval of the recommended implementation approach, Civic Administration will move immediately to:

- On a one year, pilot basis, starting in June 2019, purchase and install two nasal Naloxone kits at City facilities that are operated year round where the AED is publicly accessible (currently 29 locations).
- Collect data on the number of kits used or lost at City Facilities.
- Create and conduct awareness training for staff which includes where the nasal Naloxone kits are located as well as the intended purpose and usage of nasal Naloxone. City staff will not be required as part of their job duties to administer nasal Naloxone.
- Install educational signage at each year round publicly available AED to indicate that nasal Naloxone kits are available for public use.
- Assist staff from the Middlesex London Health Unit in the scheduling of at least one public education session, in which Middlesex-London Health Unit will provide information and education to the public regarding nasal Naloxone kits.
- Evaluate the pilot after the one year period and provide a further report to Council.

FINANCIAL IMPACT

The City is not eligible to receive free nasal Naloxone kits under a program administered by MLHU, therefore the City must purchase the kits through a third party. The cost of an individual nasal Naloxone kit (which contains 2 Naloxone nasal sprays, instruction pamphlet, ID card, Nitrile gloves and an optional breathing mask) is currently \$160/kit.

The cost of purchasing kits for 29 locations is currently $\$160/\text{kit} \times 29 \text{ locations} \times 2 \text{ kits/location} = \$9,280$. It is possible that some will need to be replaced due to usage or loss, so it is proposed to purchase 10 spare kits at a cost of \$1,600. The cost of signage is estimated to be \$1,500. The cost of the public education session is estimated to be \$500 which includes the cost of marketing materials.

The cost to train staff is estimated to be in the range of \$5,000 to \$10,000 which will be dependent on the number of staff trained.

The total cost of the one year pilot program is approximately \$18,000 to \$23,000 (excluding HST) which will be covered through existing Neighbourhood, Children & Fire Services and Parks & Recreation budgets.

It should also be noted that to the extent the installation of nasal Naloxone kits at City facilities for public use results in significant changes to the jobs of staff working at the facilities, a review of those jobs for wage rate purposes may be triggered which could result in increased wages for those employees whose jobs are impacted.

CONCLUSION

This report sets out a proposed implementation plan, based on the Council resolution of June 13, 2018, to make nasal Naloxone kits available for public use at some City facilities. The City would purchase and place up to two nasal Naloxone kits, for public use, with each publicly accessible AED at those City facilities that operate year-round. The program is proposed to operate as a pilot program for one year, commencing June 2019.

Appropriate signage outlining the intended purpose of the nasal Naloxone kits and to assist the public to locate them would be installed at each location. Civic Administration would collect data on the usage of the nasal Naloxone kits throughout the pilot program, and provide a further report to Council with an evaluation of the pilot program upon its conclusion.

Civic Administration will assist MLHU in the scheduling of at least one public education session in which MLHU will provide information and education to the public regarding nasal Naloxone kits.

Civic Administration acknowledges that information was collected for research purposes only from the following: Dr Michael Lewell, Medical Director, Middlesex London Paramedic Service; Shaya Dhinsa, Manager of Sexual Health, Middlesex London Health Unit; Cheryl Hitchen, Social Policy & Strategic Community Development Manager, City of Kingston.

PREPARED BY:	PREPARED BY:
MELISSA COSTELLA MANAGER II, COMMUNITY & SENIORS' CENTRES NEIGHBOURHOOD OPERATIONS NEIGHBOURHOOD, CHILDREN & FIRE SERVICES	LYNN LOUBERT DIVISION MANAGER, AQUATICS & ARENAS PARKS & RECREATION
RECOMMENDED BY:	RECOMMENDED BY:
LYNNE LIVINGSTONE MANAGING DIRECTOR NEIGHBOURHOOD, CHILDREN & FIRE SERVICES	SCOTT STAFFORD MANAGING DIRECTOR PARKS & RECREATION

- c. Dr. Christopher Mackie, Medical Officer of Health and Chief Executive Officer, MLHU
 Lynn Marshall, Solicitor II, Legal and Corporate Services
 Jason Wills, Manager III, Risk Management
 Dave O'Brien, Division Manager, Corporate Security and Emergency Management
 Gary Bridge, Manager, Human Resources & Corporate Services
 Kelly Dawtrey, Solicitor II, Legal and Corporate Services
 Adriana Hagan, Manager, Labour Relations
 Kyle Murray, Director, Financial Planning & Business Support

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON FEBRUARY 20, 2019
FROM:	SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME
SUBJECT:	ONTARIO WORKS EMPLOYMENT INNOVATIONS PURCHASE OF SERVICE AGREEMENT BRIDGES OUT OF POVERTY & CIRCLES INITIATIVE

RECOMMENDATION

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, that the proposed attached By-law as (Appendix "A") **BE INTRODUCED** at the Municipal Council meeting of March 5, 2019:

- a) **TO APPROVE** the Agreement for the delivery of the Bridge Out of Poverty Initiative entered into between The Corporation of the City of London and Goodwill Industries, Ontario Great Lakes attached as Schedule 1, and;
- b) **TO AUTHORIZE** the Mayor and City Clerk to execute the Agreement for the delivery of the Bridges Out of Poverty & Circles Initiative.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
--

- Purchase of Service Agreements – Ontario Works Employment Assistance Services (CPSC, December 10, 2018)
- Ontario Works Employment Innovations – Bridges Out of Poverty & Circles Evaluation # 2 – (CPSC, November 13, 2018)
- Ontario Works Employment Innovations – Bridges Out of Poverty & Circles Baseline Evaluation – (CPSC, March 28, 2017)
- Renewal of Ontario Works Employment Assistance Purchase of Services Agreements (CPSC, March 28, 2017);
- Amendment To Purchase Of Service Agreement - Ontario Works Employment Assistance Services (CPSC June 21, 2016)
- Amendment To Purchase Of Service Agreement - Ontario Works Employment Assistance Services (CPSC November 25, 2013)
- Ontario Works Employment Innovations (CPSC, January 21, 2013)
- Purchase of Service Agreements – Ontario Works Employment Assistance Services (CPSC, February 25, 2013 and December 3, 2012);
- RFP 12-07 Request for Proposal Ontario Works Employment Assistance Services (June 19, 2012) and,
- Ontario Works Employment Services Framework 2013 to 2018 (CSC, March 5, 2012)

BACKGROUND

In March 2016, through the Multi-year Budget Process, City Council approved a budget allocation to continue the Bridges Out of Poverty & Circles Initiative. (Strategic Investment Business Case Ontario Works Service Plan – Low Income Support Enhancement). The Initiative was named as a key strategy in the priority “Strengthening Our Community” through “Caring and Compassionate Services” as identified in the City of London’s 2015-2019 Strategic Plan.

In July 2016, City Council approved an amending agreement which added the Initiative to an existing Purchase of Service Agreement with Goodwill Industries, Ontario Great Lakes which terminated December 31, 2018.

In December 2018, City Council approved Purchase of Service Agreements for Ontario Works Employment Assistance Services proposed under RFP 18-08 which did not include the Bridges Out of Poverty & Circles Initiative and therefore the existing agreements do not address the continued delivery of this initiative.

The purpose of this report is to re-establish a formal agreement for the delivery of the Bridges Out of Poverty & Circles Initiative, as previously approved by Council. The proposed agreement is attached as Schedule 1 and will allow the City to continue to support the movement of long term Ontario Works participants to employment as well as support the longer term outcome of breaking the cycle of persistent poverty and increase public awareness and understanding of poverty.

The proposed agreement complies with the City of London's Procurement of Goods and Services Policy as a Single Source procurement as per Section 14.4 (d) and (e). Goodwill Industries, Ontario Great Lakes has the specialized knowledge, skills, expertise and experience to continue deliver of this initiative which also ensures compatibility with services acquired in the previous contract.

FINANCIAL IMPACT

The agreement formalizes an initiative previously approved by City Council and therefore has no impact on the approved budget.

Funding for this initiative is included in the 2016-2019 Council-approved Multi Year Budget. Council approved Strategic Investment Business Case #14 – Ontario Works Service Plan – Low Income Support Enhancement to fund the implementation of this initiative. The gross budget allocation of \$520,000 per year is partially offset by Provincial subsidy and by contributions from the Social Services Reserve Fund.

PREPARED BY:	SUBMITTED BY:
JACK SMIT MANAGER, EMPLOYMENT STRATEGIES	KEVIN DICKINS MANAGER, EMPLOYMENT AND INCOME SUPPORT SERVICES
RECOMMENDED BY:	
SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME	

- C: Elaine Sauve, Program Supervisor, Ministry of Children, Community and Social Services
 Michelle Quintyn, Goodwill Industries, Ontario Great Lakes
 Lynn Marshall, Solicitor II, City Solicitor's Office
 John Freeman, Manager, Purchasing & Supply
 Kyle Murray, Director, Financial Planning & Business Support
 Gail Devito, Financial Business Administrator

APPENDIX A

Bill No.
2019

By-law No.

A By-law to approve the Agreement for the delivery of the Bridges Out of Poverty & Circles Initiative between The Corporation of the City of London and Goodwill Industries, Ontario Great Lakes.

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

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

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

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

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

1. The Agreement for the delivery of the Bridges Out of Poverty & Circles Initiative entered into between The Corporation of the City of London and Goodwill Industries, Ontario Great Lakes, attached as Schedule 1 to this by-law, is authorized and approved.
2. The Mayor and City Clerk are authorized to execute the Agreement authorized and approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council , 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading -
Second reading -
Third reading –

SCHEDULE 1

PURCHASE OF SERVICE AGREEMENT FOR THE BRIDGES OUT OF POVERTY & CIRCLES INITIATIVE

THIS AGREEMENT with effect as of the 1st day of January, 2019,

BETWEEN:

GOODWILL INDUSTRIES, ONTARIO GREAT LAKES
(hereinafter referred to as the "Service Provider")

AND

THE CORPORATION OF THE CITY OF LONDON
(hereinafter referred to as the "City")

WHEREAS the City is the delivery agent for the geographic area of the City of London and the County of Middlesex under the *Ontario Works Act, 1997*, S.O. 1997, c. 25, Schedule A;

AND WHEREAS sections 3 and 4 of the *Ontario Works Act, 1997* state that a form of assistance under the Act is employment assistance, which is assistance to help a person to become and stay employed;

AND WHEREAS section 39(1) of the *Ontario Works Act, 1997* provides that each delivery agent is responsible for the administration of the Act and the provision of employment assistance in the delivery agent's geographic area;

AND WHEREAS the City is interested in securing Goodwill Industries, Ontario Great Lakes as the organization that will administer the Bridges Out of Poverty & Circles Initiative in collaboration with the City of London.

AND WHEREAS the Service Provider is a duly incorporated company;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the mutual covenants herein contained, the parties hereto covenant and agree, each with the other as follows:

1.0 DEFINITIONS:

1.1. In this Agreement and any amendment to this Agreement, the following terms shall have the following meanings:

- (a) "**Benefit Unit**" has the meaning ascribed to it in the *Ontario Works Act, 1997*, and means a person and all of his or her dependants on behalf of whom the person applies for or receives basic financial assistance.
- (b) "**City Representative**" means the person delegated the authority to represent the City.
- (c) "**Participant**" has the meaning ascribed to it in the *Ontario Works Act, 1997* Regulation 134/98, and with respect to employment assistance, means a member of the benefit unit of a recipient of income assistance but does not include,
 - (i) a dependent child who is of pre-school age or attending school, or
 - (ii) a person who receives only temporary care assistance

2.0 TERM:

2.1 Term of Agreement

Subject to sections 4.15, 8.1, and 8.2 the term of this Agreement commenced on the **1st day of January, 2019**, and shall expire, without the necessity of notice, on the **31st day of December, 2019** (the "Term of the Agreement").

3.0 OBLIGATIONS OF THE CITY:

3.1 Payment for Bridges Out of Poverty & Circles Initiative

Subject to section 3.2, the City shall pay the Service Provider for the provision of services under this Agreement as set out in **Schedule "C"**. The City shall pay for such services within 60 days of receipt of an invoice from the Service Provider, however in the event that the City disputes an amount indicated on an invoice, the City in its sole discretion, and acting reasonably, may amend the amount and shall provide a written explanation of the amendment to the Service Provider.

3.2 The City, in its sole discretion, may withhold payment, and/or require the Service Provider to repay to the City some or all of the funding for the Bridges Out of Poverty & Circles Initiative based upon the City's assessment of the current year's final audited statement provided to the City pursuant to section 4.4(g), 4.4(h) and **Schedule "E"**.

3.3 Roles and Responsibilities

The roles and responsibilities for the City are as follows:

City staff is responsible for determining the Participant's ongoing eligibility for Ontario Works. Staff will work with Ontario Works Participants to develop a Participation Agreement and an Outcome Plan after a review of the Participants' educational background, employment history, job goals, skills, qualifications, strengths, and interests. The Outcome Plan will include appropriate referrals to approved programs and relevant community supports.

City staff will develop mutually agreed to Participation Agreements with their Participants that reflect the steps Participants will take to become independent of social assistance. In addition to supporting Participants through this process, staff will ensure employment related expenses and child care supports are provided to Participants as required.

City staff will monitor service agreements for compliance with the Provincial guidelines and for the Service Provider's performance according to this Purchase of Service agreement. This will include regular monitoring, auditing and quality assurance activities to ensure that performance outcomes and established benchmarks are being met by the Service Provider. Part of this process will include soliciting feedback from Participants on their participation in Purchase of Service Supports.

City staff will work with the Service Provider to resolve problems/issues relating to Participants' participation in the Bridges Out of Poverty & Circles Initiative or relating to the program itself. The City will endeavour to resolve matters in a mutually agreeable and timely fashion.

The City is responsible for setting the fee schedules for payments made to the Service Provider, and for verifying, approving and paying invoices based upon supporting documentation received. Payment will be made to the Service Provider based on pre-determined payment schedules. The City will not commit to pay program fees in advance of a Participant's participation, or where City staff has not made a formal Participant referral.

4.0 OBLIGATIONS OF THE SERVICE PROVIDER:

4.1 Subject to section 4.2, the Service Provider shall provide the Bridges Out of Poverty & Circles Initiative in accordance with this Agreement, the description of Services to be Provided as set out in **Schedule "B"** and the Outcomes as set out in **Schedule "D"** ("Outcomes").

4.2 The requirements of the Bridges Out of Poverty & Circles Initiative as set out in **Schedule "B"** (Services to be Provided) and **Schedule "D"** (Outcomes) may be amended from time to time on the prior written mutual consent of the City Representative and the Service Provider.

4.3 Return of Funds to City

If the Service Provider uses the funds for purposes other than the provision of Bridges Out of Poverty & Circles Initiative as required under this Agreement, the City may demand the payment of funds equal to those already used by the Service Provider.

4.4 Obligations of the Service Provider

The Service Provider shall:

- (a) provide the services listed in **Schedule “B”**, and fulfil the Outcomes as set out in **Schedule “D”**.
- (b) except as otherwise provided in this Agreement, at its own cost and expense, provide all and every kind of labour, superintendence, services, tools, equipment, materials, supplies, articles and things necessary for the due execution and completion of all and every service set out in the Agreement and shall forthwith commence the work and diligently execute and fully complete the same;
- (c) be solely responsible for all means, methods, techniques, sequences, and procedures for providing the program and for coordinating all parts of the program under this Agreement;
- (d) provide the services herein on a basis which is fair, confidential, accessible, responsive, sensitive and adequate that respects the rights, dignity, culture and diversities of the Participants;
- (e) use current state of the art methods and shall skilfully and competently deliver the Bridges Out of Poverty & Circles Initiative and shall employ only skilled and competent staff who will be under the supervision of the Service Provider;
- (f) instruct and train its staff to deliver the services required under this Agreement;
- (g) participate in program evaluation activities carried out by the applicable Ministry, including the Ministry of Children, Community and Social Services, Circles Canada or by the City;
- (h) provide statistical, financial and non-financial reporting to the City on a quarterly and annual basis, or on a more frequent basis if requested by the City, and as set out in **Schedule “E”**;
- (i) advise the City Representative forthwith about any awards or other types of publicity the Service Provider may be subject to;
- (j) obtain prior written approval from the City Representative regarding advertising or media involvement surrounding Bridges Out of Poverty & Circles Initiative it provides under this Agreement, and acknowledge the City’s involvement in the Bridges Out of Poverty & Circles Initiative;
- (k) obtain prior written approval from the City Representative for any use of the City logo or other intellectual property of the City;
- (l) comply with all applicable Federal and Provincial statutes, regulations, guidelines and rules, including *Ontario Works Act, 1997* and its regulations, and all applicable municipal by-laws.

4.5 Roles and Responsibilities

The roles and responsibilities for the Service Provider are as follows:

- shall co-operate and work with Ontario Works staff to evaluate the Bridges Out of Poverty & Circles Initiative
- shall maintain any and all licences, permit and approvals required to deliver the Bridges Out of Poverty & Circles Initiative
- shall maintain documentation in employee personnel files to demonstrate ongoing compliance with confidentiality and vulnerable persons screening, health and safety training that relate to individual employee
- shall maintain accreditation relative to the population served
- shall submit reports on Participant participation and outcomes in a form or format as specified by the City of London
- shall assign a representative of the Service Provider to liaise with Ontario Works staff
- shall comply with all instructions of the City of London relating to the City’s compliance with the *Municipal Freedom of Information and Protection of Privacy Act*
- shall acknowledge that they have non-discrimination policies and procedures in place which prohibit discrimination based on race, ancestry, place or origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status or disability

- shall notify Ontario Works immediately of any accidents or incidents at the Service Provider's premises involving a Participant, and complete any documentation required by the City with respect to the accident
- shall not request payment of any charge or fee from Ontario Works Participants who are participating in the approved program
- shall submit regular reports to Ontario Works, including financial and progress reports. These will be used to assess the program's effectiveness and ensure Purchase of Service Agreement compliance and ongoing accountability
- shall submit Participant screening and outcome reports throughout their participation (and in some cases post-participation) in the program. Reporting requirements will be thoroughly reviewed with the Service Provider, and
- shall be actively involved with community coordinating activities

4.6 Performance Measures

The City's Purchase of Service agreement negotiations and service agreement renewals will be linked to specific program outcomes. The expected outcomes for Bridges Out of Poverty & Circles initiative are outlined in the document in **Schedule "D"**.

Annual performance reviews will assess compliance with service agreement requirements, taking into consideration the following:

- achievement of the program outcomes
- Participant satisfaction and demand
- budgetary considerations
- provincial program changes
- fundamental changes to the local labour market
- changes to Ontario Works caseload composition, and
- administrative accountability, including timely submission of required reports.

By establishing performance outcomes, the City will ensure:

- the ongoing ability to make adjustments to programs when needed
- the focus of contracting remains the provision of quality services to achieve outcomes
- Purchase of Service Supports respond to changes in participants' needs and labour market demands, and
- Purchase of Service Supports enhances participants' ability to obtain and maintain meaningful employment.

4.7 Annual Report

The Service Provider shall annually provide a report on the outputs and outcomes of the Bridges Out of Poverty & Circles Initiative provided that year. The Service Provider shall waive its moral rights and assign copyright in the report to the City.

4.8 Inspection / Review

The City, or persons authorized by the City, is/are entitled, at all reasonable times, to inspect or otherwise review the Bridges Out of Poverty & Circles Initiative performed under this Agreement and the premises where they are being performed, including satellite locations.

4.9 Compliance Audit

The Service Provider shall allow the City, upon twenty-four hours' notice and during normal business hours, to enter upon the Service Provider's premises to review the information contained on the Service Provider's computerized case management system. At the City's request, the Service Provider shall provide the City with information from the computerized case management tool in an electronic format and/or a printed format.

4.10 Not an Agreement of Employment

The Service Provider acknowledges and agrees this agreement shall in no way be deemed or construed to be an Agreement of Employment. Specifically, the parties agree that it is not intended by this Agreement that the Service Provider nor any person employed by or associated with the Service Provider is an employee of, or has an employment relationship of any kind with the City or is in any way entitled to employment benefits of any kind whatsoever from the City whether under internal policies and programs of the City, the *Income Tax Act*, R.S.C. 1985 c.1 (1st Supp); the *Canada Pension Act*, R.S.C. 1985, c.C-8; the *Employment Insurance Act*, S.O. 1996,c.23; the *Workplace Safety and Insurance Act*, 1997 S.O. 1997, c.26 (Schedule "A"); the *Occupational Health and Safety Act*, R.S.O. 1990, c.o.1; the *Pay Equity Act*, R. S. O. 1990, c.P.7; the *Health Insurance Act*, R.S.O. 1990, c.H.6; or any other employment related legislation, all as may be amended from time to time, or otherwise.

4.11 Notwithstanding paragraph 4.10 above, it is the sole and exclusive responsibility of the Service Provider to make its own determination as to its status under the Acts referred to above and, in particular, to comply with the provisions of any of the aforesaid Acts, and to make any payments required thereunder.

4.12 Personal Information

(a) In accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, the Service Provider, its directors, officers, employees, agents, volunteers and persons for whom it is at law responsible will hold confidential and will not disclose or release to any person at any time during or following the term of this Agreement, except where required by law, any information or document without obtaining the written consent of the individual/organization concerned prior to the release or disclosure of such information or document and shall comply with the requirements regarding Personal Information and Confidentiality as contained in **Schedule "F"** attached hereto and forming part of this Agreement.

Approved Forms – Collection of Personal Information

(b) When collecting Personal Information under this Agreement, the Service Provider or subcontractor shall use only the forms approved by the City for that purpose.

4.13 Records Retention

In the event that the Service Provider ceases operation, it is agreed that the Service Provider will not dispose of any records related to the Bridges Out of Poverty & Circles Initiative provided for under this Agreement without the prior written consent of the City, but when requested by the City shall return the records to the City forthwith.

4.14 Not Agent of City

Nothing in this Agreement shall entitle or enable the Service Provider or any subcontractor to act on behalf of, or as agent for, or to assume or create any obligation on behalf of, or to make any representation, promise, warranty or guarantee binding upon, or otherwise to bind the City. Each of the Service Provider, any subcontractor of the Service Provider and the City is independent and not the agent, employee, partner or joint venturer of any of the others.

4.15 Amendments if Funding Reduced

The Service Provider acknowledges and agrees that in the event that funding for this Agreement is reduced for any reason, or pertinent Legislation or Regulations in effect from time to time should be amended so as to require, in the City's sole discretion, an amendment to this Agreement, that the City will forward its proposed amendments to the Service Provider and the Service Provider may accept the amendments or treat the Agreement as at an end. With the consent of the Service Provider, the City may in writing at any time after the execution of the Agreement or the commencement of the services to be provided under the Agreement delete, extend, increase, vary or otherwise amend the Bridges Out of Poverty & Circles Initiative forming the subject of the Agreement.

4.16 Conflict of Interest

The Service Provider shall ensure that the Bridges Out of Poverty & Circles Initiative are carried out without a conflict of interest by any person associated with the Bridges Out of Poverty & Circles Initiative in whatever capacity and the Service Provider shall disclose to the City without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

5.0 REPRESENTATIONS AND WARRANTIES OF SERVICE PROVIDER:

5.1 The Service Provider represents and warrants to the City (and acknowledges that the City is relying thereon) that:

- (a) the Service Provider is a corporation duly incorporated under the laws of Ontario and is in compliance with all requirements imposed by such laws;
- (b) the Service Provider has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations under this Agreement;
- (c) the execution and delivery of this Agreement and the consummation of the transactions contemplated under it have been duly authorized by all necessary corporate action on the part of the Service Provider;
- (d) this Agreement constitutes a valid and binding obligation of the Service Provider in accordance with the terms of this Agreement;

- (e) the Service Provider's facilities are suitable for providing Bridges Out of Poverty & Circles Initiative under this Agreement and otherwise are in compliance with all legislation affecting such matters, including but not limited to protection of privacy legislation;
- (f) the Service Provider shall employ only competent and orderly employees and volunteers which employees and volunteers shall be courteous to all members of the public using the Bridges Out of Poverty & Circles Initiative.

6.0 COMPLIANCE WITH LAWS:

6.1 The Service Provider shall comply with (and shall ensure any subcontractor complies with) all applicable federal, provincial and municipal laws, regulations, by-laws, orders, codes and other requirements, including those of agencies, boards, commissions and utilities having jurisdiction and shall provide the City with evidence of such compliance from time to time. The Service Provider shall obtain and maintain at its sole cost all approvals, permits, licences, certificates and other permissions required in connection with the performance of any of its obligations under this Agreement.

7.0 INDEMNITY AND INSURANCE:

7.1 Indemnification

The Service Provider undertakes and agrees to defend and indemnify the City and hold the City harmless, at the Service Provider's sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that the City may sustain or incur by reason of:

- (a) any breach of this Agreement by any of the Service Provider, the Service Provider's employees, or persons for whom the Service Provider is at law responsible;
- (b) any loss or misuse of funds held by the Service Provider, the Service Provider's employees, or persons for whom the Service Provider is at law responsible, under of this Agreement;
- (c) the acts or omissions of the Service Provider, the Service Provider's employees, or any person for whom the Service Provider is at law responsible in performing Bridges Out of Poverty & Circles Initiative or otherwise carrying on Service Provider's business, including any damage to any and all persons or property, whether deliberate, accidental or through negligence, and all tickets, fines or penalties;
- (d) any claim or finding that any of the Service Provider, the Service Provider's employees, or persons for whom the Service Provider is at law responsible are employees of, or are in any employment relationship with, the City or are entitled to any Employment Benefits of any kind; or,
- (e) any liability on the part of the City, under the *Income Tax Act* (Canada) or any other statute (including, without limitation, any Employment Benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties, by virtue of any of the following being considered to be an employee of the City, from Service Provider; Service Provider's employees or others for whom Service Provider is at law responsible in connection with the performance of Services or otherwise in connection with Service Provider's business.

7.2 Insurance

The Service Provider shall at its own expense obtain and maintain insurance until the termination of the contract. The City requires evidence of the indicated insurance coverage.

The indicated policies will not be cancelled or permitted to lapse unless the insurer notifies the City, in writing, at least thirty (30) days prior to the effective date of cancellation or expiry.

- (a) Comprehensive general liability insurance on an occurrence basis for an amount not less than two million (\$2,000,000.00) dollars and shall include the City as an

additional insured with respect to the Service Provider'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 contractor's protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses.

- (b) Automobile liability insurance for an amount not less than two million (\$2,000,000) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.
- (c) The Service Provider shall not commence work until such time satisfactory evidence of insurance has been filed with and approved by the City's Risk Management Division. The Service Provider shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date of the duration of the contract.
- (d) The City reserves the right to request such higher limits of insurance or other types of insurance as it may reasonably require from time to time; failure to procure and maintain said insurance shall constitute a default under this agreement.

7.3 Safety Policies and Procedures and Related Documentation

The Service Provider shall submit one (1) copy of each of their written health and safety policy and program where required under Section 25(2)(j) of the Occupational Health and Safety Act. Where not required under 25(4), the Service Provider is asked to provide procedures or a written description of safety practices applicable to the work to be performed under the contract.

7.4 Compliance with the Accessibility for Ontarians with Disabilities Act, 2005

The Service Provider shall ensure that all its employees, agents, volunteers, or others for whom the Service Provider is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended (the "Act"). The Service Provider shall ensure that such training includes, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. The Service Provider shall submit to the City, as required from time to time, documentation describing its customer service training policies, practices and procedures, and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents volunteers or others who received such training. The City reserves the right to require the Service Provider to amend its training policies to meet the requirements of the Act and the Regulation.

7.5 Police Vulnerable Sector Check

It is the responsibility of the Service Provider to obtain a Police Vulnerable Sector Check (PVSC) for all employees, volunteers and students who will be providing the Bridges Out of Poverty & Circles Initiative and ensure that they are kept current throughout the contract period. The Service Provider must make these documents available for review by the City upon request. The City will conduct random reviews (with advance notice) at the Service Provider's office to ensure that there is documentation showing compliance. Failure to provide the documentation when requested could result in cancellation of the contract.

7.6 Compliance with Accreditation

Service Provider must ensure compliance with regulatory bodies related to population served and or services delivered. Compliance with the Employment Sector Council's "One Client – Standards for Employment and Training Service Delivery Components" is mandatory for any organization providing employment services.

8.0 **DEFAULT AND TERMINATION:**

8.1 Termination Where Default

The following are considered defaults of the Agreement for which the City may terminate the Agreement:

- (a) If the Service Provider is in default in respect of any obligation provided for in this Agreement and such default, in the case of a default which is remediable, continues for **five (5) days** following notice thereof to the Service Provider (provided, however, that, if the nature of such default is such that it cannot be cured by a payment of money or cannot be cured within a period of five (5) days, the Service Provider shall have

such additional time as may be reasonably necessary as long as the curing of such default is begun promptly and is prosecuted with due diligence to completion);

- (b) If any proceeding in bankruptcy, receivership, liquidation or insolvency is commenced against the Service Provider or its property, and the same is not dismissed within **thirty (30) days**;
- (c) If the Service Provider files a voluntary petition in bankruptcy or insolvency, makes any assignment for the benefit of its creditors, becomes insolvent, commits any act of bankruptcy, ceases to do business as a going concern, or seeks any arrangement or compromise with any or all of its creditors under any statute or otherwise, then the same shall constitute an event of default by the Service Provider under this Agreement;

and upon the happening of any of the aforesaid events, the City may upon notice to the Service Provider specifying the default terminate this Agreement immediately.

Such termination shall be without compensation, penalty or liability on the part of the City to the Service Provider and shall be without prejudice to any other legal or equitable right or remedy otherwise available to the City upon such default (including but not limited to damages suffered by the City in consequence of the same).

8.2 Termination Without Default

Despite any other provisions in this Agreement, the City or the Service Provider may, at any time and for any reason, terminate this Agreement, effective upon the giving of **sixty (60) days'** prior written notice to the other party. Such termination shall be without compensation, penalty or liability on the part of the terminating party, and shall be without prejudice to any legal or equitable right or remedy accrued or accruing to the terminating party arising from the performance of this Agreement.

9.0 **NOTICE:**

9.1 All notices required by this agreement shall be in writing and shall be delivered in person or by prepaid courier or mailed by certified or registered mail, return receipt requested, with postage prepaid.

9.2 Notice to the City shall be addressed to:

The City Clerk
The Corporation of the City of London
300 Dufferin Avenue, Box 5035
London, ON N6A 4L9

9.3 Notice to the Service Provider shall be addressed to:

Attn: President & CEO
Goodwill Industries, Ontario Great Lakes
255 Horton St.
London ON N6B 1L1

9.4 All notices so sent shall be deemed to have been received by the recipient on the date of delivery or on the second business day following the mailing thereof, whichever is applicable. For the purposes of notice, "business day" means every day except Saturdays, Sundays and statutory holidays in the Province of Ontario.

The above address of either the City or the Service Provider may be changed by giving the other party written notice of the new address.

9.5 If postal service is interrupted, or threatened to be interrupted, or is substantially delayed, any notice shall only be sent by facsimile transmission or delivered by courier.

10.0 **GENERAL:**

10.1 Schedules Forming Part of Agreement

(a) The parties understand and agree that the following Schedules "A", "B", "C", "D", "E", and "F" are attached to this Agreement are incorporated in and form part of this Agreement as if embodied in it and consist of:

- (i) Schedule "A" – Outline of Bridges Out of Poverty & Circles Initiative
- (ii) Schedule "B" – Bridges Out of Poverty & Circles Initiative - Services to be Provided

- (iii) Schedule "C" – Cost of Bridges Out of Poverty & Circles Initiative;
- (iv) Schedule "D" – Outcomes Schedule
- (v) Schedule "E" – Accounting and Reporting Requirements;
- (vi) Schedule "F"– Municipal Freedom of Information and Protection of Privacy Act Provisions;

- (b) Where there is any conflict between a provision in the body of this Agreement, and a provision in a Schedule attached to this Agreement, the provision in the body of the Agreement governs, except where the provision in the Schedule imposes upon the Service Provider a higher standard of performance or duty that is beneficial to the City. If there is a conflict between a provision in Schedule "A" and a provision in Schedule "D", the provision in Schedule "A" shall govern, except where the provision in Schedule "D" imposes upon the Service Provider a higher standard of performance or duty that is beneficial to the City. A conflict occurs whenever a provision in the body of the Agreement and a provision in a Schedule or a provision in one Schedule and a provision in another Schedule are inconsistent or incompatible and cannot be reconciled.

10.2 Further Acts

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

10.3 Partial Severability

If any part of this Agreement is rendered invalid or illegal, the remainder of the agreement continues to apply.

10.4 Headings

The headings in this agreement are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions of this Agreement.

10.5 Entire Agreement

This agreement constitutes the entire agreement between the parties pertaining to the subject-matter hereof and supersedes all prior agreements, arrangements (interim or otherwise), letters of intent, understandings, negotiations and discussions, whether oral or written, of the parties pertaining to such subject-matter. There are no promises, guarantees, statements, claims, warranties, representations or other agreements between the parties with respect to the subject-matter hereof except those specifically set out herein. The execution of this Agreement has not been induced by, nor do any of the parties rely upon or regard as material, any representations not included in this Agreement.

10.6 Amendments

No subsequent alteration, amendment, change or addition to this Agreement shall be binding on the City or the Service Provider unless in writing signed by each of them.

10.7 Assignment

Neither this Agreement nor any part thereof or interest therein may be assigned, subcontracted or otherwise transferred by the Service Provider without the prior written consent of the City, which consent may be withheld. Such written consent shall be within the sole and unfettered discretion of the City and may include such terms and conditions as the City considers appropriate, but shall not, under any circumstances, relieve the Service Provider of its liabilities and obligations under this Agreement.

10.8 Enurement

This agreement shall enure to the benefit of and be binding on the parties and their respective heirs, executors, successors and assigns.

10.9 Governing Law

This Agreement shall be governed and interpreted in accordance with the laws of Ontario and Canada applicable to this agreement, and shall be treated in all respects as an Ontario contract. The Service Provider and the City specifically submit to the exclusive jurisdiction of the courts of Ontario and Canada.

10.10 Joint and Several Obligations

The duties, obligations, liabilities and responsibilities of the Service Provider and any subcontractor under this agreement shall be both joint and several.

10.11 Execution

The Service Provider acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions. Further the Service Provider agrees that it is

the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreement, oral or written, and all other communications between the parties relating to the subject-matter of this Agreement.

10.12 Waiver

A waiver of any failure to comply with any term of this Agreement must be written and signed by the party providing the waiver. Each waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

10.13 Circumstances Beyond the Control of Either Party

Neither party shall be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the parties including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against.

10.14 Survival

The provisions relating to liability, indemnity, **Schedule "E"** requirements and Return of Funds to City shall survive termination or expiry of this Agreement for a period of seven (7) years from the date of termination of this Agreement.

IN WITNESS WHEREOF the Parties have duly executed this agreement.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

GOODWILL INDUSTRIES, ONTARIO GREAT LAKES

Per:
Name:
Title:

Per:
Name:
Title:

I/We have authority to bind the Corporation.

SCHEDULE “A”

Outline of Bridges Out of Poverty & Circles Initiative

The “Bridges Out of Poverty & Circles” Initiative expands the understanding of poverty and the issues facing those who experience it. The program was introduced into London in 2011 and was initiated by key community stakeholders and continues to have significant community support. The initiative is delivered through a partnership between Goodwill Industries, Ontario Great Lakes and City of London Social Services. A twelve (12) member community based “Guiding Coalition” provides leadership and guidance to the initiative. The Guiding Coalition includes representation from employment sector leaders, Fanshawe College, King’s University College, United Way London Elgin Middlesex, London’s Child and Youth Network, business, faith based organizations and service clubs and includes persons with lived experience.

There are three program components to the initiative: Bridges Out of Poverty / Rethink Poverty workshops to grow community awareness and understanding of poverty and motivate Londoners to take action, Getting Ahead workshops for individuals living in poverty to assess their personal situation, set goals, and take action, and the Circles program where engaged Londoners meet individuals living in poverty and work together to transition to economic self-sufficiency and create community change.

Definitions:

“**Circle Leader**” is a Participant involved in a Circles group and who is transitioning out of poverty;

“**Circle Allies**” are community volunteers in a Circles group who are not living in poverty and are assisting Circle Leaders to meet their goals;

“**Circle Coach**” is a member of a staff team who coaches Circle Leaders to achieve their goals including obtaining and retaining sustainable employment. Coaches also assist the Circles Program Coordinator in the operations of one of the four Circles groups including organizing volunteers, speakers, discussion topics, meals, and child minding.

Components of the Initiative:

Bridges Out of Poverty / Rethink Poverty Workshops

The two workshops “Bridges Out of Poverty” and the locally developed “Rethink Poverty” are focussed on educating our community and have been designed as a comprehensive approach to assist participants in understanding the dynamics that cause and maintain poverty from the individual to the systemic level. Using local examples, facts and examples, the reality of poverty in London is explored in an interactive and engaging way. Full-day workshops are held regularly for any Londoner to attend as well as tailored workshops for specific audiences and timeframes for groups such as schools, service clubs, and faith organizations. Individuals with lived experience are engaged from the Bridges Out of Poverty & Circles Initiative to participate and to share their personal experiences and insights. These workshops have reached many different sectors from health, education, justice and as well as community members who would like to volunteer.

“Bridges Out of Poverty” uses the lens of economic class and provides concrete tools and strategies for a community to prevent, reduce and alleviate poverty.

Getting Ahead Workshops

Getting Ahead is an intensive, group based, fee for service program offered by Goodwill Industries, Ontario Great Lakes that individuals in poverty and on Ontario Works assistance complete prior to joining a Circle. Individuals are referred to Getting Ahead by their Ontario Works Caseworker.

Program participants work together over 12 weeks to explore their own unique backgrounds and situations, begin to visualize their “future story” and set initial goals to work towards. The goal of Getting Ahead is to increase participant’s self-esteem, access to resources, and provide tools to investigate their current circumstances and assist in how to move forward in their career. Graduates of Getting Ahead are then eligible for the Circles Program.

Circles Program

The goal of Circles is economic self-sufficiency for participants looking to move forward into prosperity and off Ontario Works. Participation is voluntary.

The initiative achieves this goal by growing intentional relationships between people struggling with barriers of poverty and are currently receiving Ontario Works assistance (Circle Leaders) and

those who are further along in their career, are employed or retired, and are not in poverty (Circle Allies). These relationships create opportunities for Circle Leaders to increase motivation and self-confidence, stabilize and plan ahead, build a network of social relationships and find opportunities for employment and to return to school and training. Allies learn about the impacts of poverty in London and, together with Circle Leaders, they help identify systemic challenges and solutions.

Weekly Circle meetings begin with sharing a meal. Members, including their children, gather as a group to talk and discuss their lives and experiences. Community speakers are brought in to inform, share resources and opportunities or lead activities. Each month a special meeting takes place where Circle Leaders and Allies explore and share insights into systemic barriers and challenges that make it difficult for individuals to move out of poverty.

City of London Social Services and Goodwill Industries Ontario Great Lakes staff are “Circle Coaches” who guide and support Circle Leaders to meet their individual goals with the assistance of an Ally who is matched with them. Circle Leaders and Allies meet at both the weekly meeting and one time per month on their own.

The “Circles” model is a transformational approach to ending poverty one family at a time. It is based on mentoring, befriending relationships that form between Circle Allies and Circle Leaders. All are empowered through training to break down prejudice and allow relationships to form across class lines to support each other in ending the poverty journey.

This wrap-around support provides strong support for Circle Leaders to address their barriers and keep the Circle Leaders moving to employment and out of poverty. Through the work of influential leaders and community champions, “Circles” also identifies poverty issues and needs to create systemic change.

These 3 distinct activities build awareness of poverty, address systemic issues and provide direct supports to individuals to assist in moving out of poverty and towards greater independence.

The Bridges Out of Poverty & Circles Initiative is designed to:

- Transition individuals and families out of poverty
- Address systemic barriers that make it difficult for people to move out of poverty
- Increase Ontario Works employment outcomes; and
- As possible, reduce reliance on social assistance, which could result in an overall reduction in service costs
- Increase community awareness of poverty and increase community engagement by providing opportunity to prevent, reduce and alleviate poverty.

SCHEDULE "B"

Bridges Out of Poverty & Circles Initiative - Services to be Provided

- (1) Bridges Out of Poverty / Rethink Poverty Workshops
- (2) Getting Ahead Workshops
- (3) Circles Program

SCHEDULE "C"

Cost of Bridges Out of Poverty & Circles Initiative

In consideration of the Services provided, the City will pay to the Service Provider an annual sum as follows:

January 1 to December 31, 2019: \$248,000

as compensation in full for the Bridges Out of Poverty & Circles Initiative Services provided by the Service Provider. The said annual sum shall be remitted to the Service Provider in advance in four equal quarterly payments of \$62,000 per quarter. Any applicable taxes (including HST) shall be deemed to have been included within the said sum and shall not be an additional charge.

Any monies so paid shall be utilized by the Service Provider only in accordance with this Agreement.

In the event the Service Provider does not achieve its target levels, or does not spend monies advanced by the City for the approved Services, the Service Provider shall refund such amounts as may be determined by the City from time to time, and the City may withhold any payment due until the Service Provider has remedied its failure.

The City reserves the right to demand interest on any amount owing by the Service Provider at the then current rate charged by the Province of Ontario on accounts receivable.

The Service Provider acknowledges and agrees that in the event that funding for this Agreement is reduced for any reason, or pertinent Legislation or Regulations in effect from time to time should be materially amended so as to require an amendment to this Agreement, that the City will forward its proposed amendments to the Service Provider and the Service Provider may accept the amendments or treat the Agreement as at an end. With the written consent of the Service Provider, the City may in writing at any time after the execution of the Agreement or the commencement of the Services to be provided under the Agreement delete, extend, increase, vary or otherwise amend the Services forming the subject of the Agreement.

SCHEDULE "D"

Outcomes Schedule

- Service Provider shall act as co-lead for the Bridges Out of Poverty & Circles Initiative in London along with Housing, Social Services and Dearness Home and including:
 - *Guiding Coalition*
 - *Community champions*

- Service Provider shall ensure an inclusive community process including but not limited to the following:
 - *CYN and Ending Poverty*
 - *Community champions*
 - *Ontario Works*
 - *London For All*

- Service Provider shall fully operationalize Bridges Out of Poverty & Circles;
- Service Provider shall provide leadership for ongoing operation of 4 Circles;
- Service Provider shall meet the following deliverables:
 - 20 Leaders in each of the Circles
 - A minimum of 2 Allies per Leader
 - Transition supports provided for Leaders who are exiting a Circle
 - Provision of Getting Ahead Sessions to ensure that each Circle continually has 20 Leaders

- Service Provider shall deliver Bridges Out of Poverty training sessions in the London community – 1,000 persons to attend per year
- Service Provider shall participate fully in the evaluation of Bridges Out of Poverty & Circles Initiative;
- Service Provider shall contract for Circles with Move the Mountain
- Service Provider shall adhere to and meet all Move the Mountain contract terms and all Circles guidelines
- Service Provider shall collaborate with Circles Canada and shall adhere to and meet all Circles Canada contract terms and guidelines

SCHEDULE "E"

Accounting and Reporting Requirements

In fulfillment of its obligations under the Agreement for Bridges Out of Poverty & Circles Initiative, the Service Provider:

- a) shall conduct itself in accordance with all applicable laws;
- b) shall keep and maintain all financial records, invoices and other financially-related documents relating to the funds for the F in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records and keep them available for review by the City for a period of seven (7) years from the date of the expiry or termination of this Agreement;
- c) shall maintain all non-financial documents and records relating to the funds for Bridges Out of Poverty & Circles Initiative, including any records relating to personal information, in a confidential manner consistent with all applicable law; and
- d) hereby authorizes the City, upon twenty-four (24) hours' notice and during normal business hours, to enter upon the Service Provider's premises to review the status and manner of operation of the Bridges Out of Poverty & Circles Initiative and to inspect and copy any financial records, invoices and other financially-related documents, and subject to consent by the person it serves, non-financial records and documents, in the possession or under the control of the Service Provider which relate to the funds for Bridges Out of Poverty & Circles Initiative.

The City's right of inspection in this Agreement includes the right to perform a full or partial audit.

The Service Provider shall prepare and submit to the City an annual report (or such lesser time period as the City in its sole discretion determines) on its use of the funds for the Employment Assistance Services under this Agreement to the City within twelve (12) months (or such lesser time period as the City in its sole discretion determines) after the commencement of this Agreement, that is based on the first twelve (12) month (or such lesser time period as the City in its sole discretion determines) period of operation and every year thereafter which shall include the number of individuals assisted.

The Service Provider shall ensure that all reports are in a form satisfactory to the City and are signed on behalf of the Service Provider by a person authorized to sign them.

SCHEDULE "F"

Municipal Freedom of Information and Protection of Privacy Act Provisions

1. In this Schedule:
 - (a) "City Records" means General Records and Personal Records under the custody or in the control of the Corporation of the City of London that are:
 - (i) provided by the City to the Service Provider in relation to this Agreement;
 - (ii) collected from clients by the Service Provider in relation to this Agreement; or
 - (iii) derived by the Service Provider from General Records and Personal Records provided under this Agreement;
 - (b) "Service Provider Information" means General Records and Personal Records, except City Records provided by the Service Provider to the City in relation to this Agreement;
 - (c) "General Records" means recorded information that is not Personal Information as defined by the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, s.2(1).
 - (d) "Personal Information" (as defined by the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, s.2(1)), means recorded information about an identifiable individual, including,
 - (i) information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation or marital or family status of the individual,
 - (ii) information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved,
 - (iii) any identifying number, symbol or other particular assigned to the individual,
 - (iv) the address, telephone number, fingerprints or blood type of the individual,
 - (v) the personal opinions or views of the individual except if they relate to another individual,
 - (vi) correspondence sent to an institution by the individual that is implicitly or explicitly of a private or confidential nature, and replies to that correspondence that would reveal the contents of the original correspondence,
 - (vii) the views or opinions of another individual about the individual, and
 - (viii) the individual's name if it appears with other personal information relating to the individual or where the disclosure of the name would reveal other personal information about the individual.

Any information shared with the Service Provider by the City 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.

2. All records collected, maintained, provided, or derived by the Service Provider in relation to this Agreement shall remain the sole property of the City and any part of it or all of it shall be given by the Service Provider to the City within 5 business days of:
 - (a) the City's written request; or
 - (b) the termination or expiry of this Agreement.

For the purposes of this section, "business day" means every day except Saturdays, Sundays and statutory holidays in the Province of Ontario.

3. In accordance with this Agreement, the Service Provider shall, when collecting Personal Information directly from clients or indirectly from the City:
 - (a) limit its collection of the information to that which is necessary for it to comply with this Agreement;
 - (b) make its best efforts to collect the information directly from the individual to whom the information relates by fair and lawful means; and
 - (c) identify the purpose for which the information is collected to the individual at or before the time of collection.
4. The Service Provider shall retain all Personal Information in a manner that protects its security and confidentiality.

5. The Service Provider shall not use Personal Information for purposes other than that for which it was collected, except:
 - (a) with the consent of the individual; or
 - (b) for law enforcement purposes and in accordance with this Agreement and the Municipal Freedom of Information and Protection of Privacy Act,
6. In accordance with this Agreement, the Service Provider shall not disclose City Information, specifically Personal Information, without the prior approval in writing of the Corporation of the City of London, except:
 - (a) if the person to whom the information relates has identified that information in particular and consented to its disclosure;
 - (b) for the purpose for which it was obtained or compiled or for a consistent purpose;
 - (c) for the purpose of complying with an Act of the Legislature or an Act of Parliament, an agreement or arrangement under such an Act or a treaty;
 - (d) to a law enforcement agency in a foreign country under an arrangement, a written agreement or treaty or legislative authority, or
 - (e) to another law enforcement agency in Canada;
 - (f) if disclosure is to an institution or a law enforcement agency in Canada to aid an investigation undertaken with a view to a law enforcement proceeding or from which a law enforcement proceeding is likely to result;
 - (g) in compelling circumstances affecting the health or safety of an individual if upon disclosure notification is mailed to the last known address of the individual to whom the information relates;
 - (h) in compassionate circumstances, to facilitate contact with the spouse, a close relative or a friend of an individual who is injured, ill or deceased.
7. The Service Provider shall not destroy any City Records without the prior approval of and consent from the City.
8. Subject to all applicable legislation, including the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, the City may disclose:
 - (a) any part of or all Service Provider Information; or
 - (b) any part or all of this Agreement.
9. The Service Provider represents, warrants, and confirms, and shall continue to ensure that:
 - (a) it will provide the City with quick, detailed information in the event of a personal or confidential breach or security incident at all times and adhere to all regulations and provincial laws;
 - (b) the security and integrity of all personal information and records in its possession are complied with;
 - (c) 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. The Service Provider shall implement, use, and maintain the most appropriate products, tools, measures and procedures to do so.

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON FEBRUARY 20, 2019
FROM:	G. KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT & COMPLIANCE SERVICES & CHIEF BUILDING OFFICIAL
SUBJECT:	SOUND BY-LAW – PUBLIC PARTICIPATION MEETING OUTDOOR PATIO TIME EXEMPTION AND HOUSEKEEPING AMENDMENTS

RECOMMENDATION

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the attached proposed By-law (Appendix “A”) **BE INTRODUCED** at the Municipal Council Meeting on March 5, 2019 to amend the Sound By-law PW-12 to extend the minimum time conditions for amplified sound on outdoor patios, effective from 12:00 midnight to 1:00 a.m. and other housekeeping amendments.

BACKGROUND


On January 29, 2019, Municipal Council amended the Special Events Policies and Procedures Manual to extend the hours for sound arising from the outdoor stage in the Budweiser Gardens parking lot to 2:00 a.m. for JUNO week. At the same time Council directed Civic Administration to report back with an amendment with respect to temporary permits for the amplification of sound for outdoor patios for March 14-17, 2019.

The Sound By-law delegates the authority to the Manager of By-law Enforcement (“Manager”) to review applications for temporary sound permits. The Manager may issue, refuse to issue, cancel, revoke, suspend or impose conditions on temporary sound permits. For amplified sound on outdoor patio applications, considerations are given to surrounding land uses, patio floor plans, location and direction of amplification and sound mitigation protocols. Businesses who are successful in obtaining a permit, are permitted amplified sound no louder than 70 decibels and no later than 12:00 midnight. Each approval is based on its own locational attributes; decibel and time regulations may differ in the downtown entertainment area in comparison to suburban neighbourhood patios associated with restaurants. In 2018, ten applications were approved for amplified music on patios.

The impact of hosting a significant event much as the JUNO’s is well documented, most recently in a report to Community and Protective Services Committee (“CPSC”) on January 22, 2019 by Scott Stafford, Managing Director of Parks and Recreation. Multiple events will be held across the City during JUNO week. It would be reasonable to provide the general public access to amazing arts and culture, yet recognizing the impact sound might have on adjacent land uses by extending the permitted time for amplified music on patios from 12:00 midnight to 1:00 a.m.

It is important to highlight that each application is evaluated on its own merit. The one hour extension possibility is only for 4 days maximum. Lastly, the 70 decibel regulation will not change.

There are two additional housekeeping amendments. The first extends the maximum time period for temporary noise permits from 6 months to 12 months. Construction and patio permit applications often apply for such extensions beyond 6 months. The second housekeeping amendment deletes the requirement for annual reporting, as all permits are listed on the City’s Website.

PREPARED BY:	RECOMMENDED BY:
	
O. KATOLYK, MLEO (c) CHIEF MUNICIPAL LAW ENFORCEMENT OFFICER	GEORGE KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT & AND COMPLIANCE SERVICES & CHIEF BUILDING OFFICIAL

Appendix "A"

Bill No.
2019

By-law No. PW-12-

A By-law to amend By-law PW-12, as amended, entitled "A By-law to provide for the Regulation and Prohibition of Noise and Sound" with respect to Temporary Noise Permits.

WHEREAS section 5(3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, 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. Subsection 4.1 (5) (a) (ii) of By-law PW-12 is amended by replacing the word "six" with "twelve".
2. Subsection 4.1. (5) (c) of By-law PW-12 is amended by inserting a new subsection as follows: For the dates of March 14, 15, 16, 17, 2019, the times during which the volume of amplified sound that may be made from an outdoor patio is 1:00 am at the latest.
3. Subsection 4.1 (8) of By-law PW-12 is deleted in its entirety.
4. This By-law shall come into force and effect on the day it is passed.

PASSED in Open Council on

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading
Second Reading
Third Reading

PUBLIC PARTICIPATION MEETING COMMENTS

3.1 Sound By-law – Outdoor Patio Time Exemption and Housekeeping Amendments

- A.M. Valastro – indicating that she is there to speak to the sound by-law with respect to Juno Week as well as the housekeeping items; stating that the housekeeping items are of particular concern to those in neighbourhood, which is right off of Richmond Row; indicating that the housekeeping item is expanding amplified sound on patios year round and she has not been able to get a reason why this is happening from staff; noting that in her neighbourhood there is currently amplified sound coming from the Runt Club; stating that there is amplified sound that comes from Meat Heads and it was quite loud in December; noting that there is nobody on the patio now, it is just amplified for the sake of bringing attention to the establishment; stating that this is very concerning for those in her neighbourhood and nobody has been able to explain why an expansion of construction permits is being linked to the expansion of patio permits; asking the Committee to please be clear and concise with respect to what the intentions are with the housekeeping items; stating that if the intent is to allow amplified music on patios in the winter, can that be stated in the by-law so that people have an understanding of what the rules are; indicating that if it not the intent to have amplified music on patios year-round, please state that; stating that a lot of people are uncomfortable with the fact that one person, the Chief Municipal Law Enforcement Officer, has discretionary power; stating that she got the permits from last year and there were some discrepancies in how those permits were issued; stating that she is looking for some more clarity as to what the intent of the housekeeping items is; indicating that another housekeeping item is to remove annual reporting because establishments that will be getting permits will be listed on the website for the public to see but it is more than just who has a permit, it is about what is in those permits that is a concern and there needs to be an avenue to have those conversations in a transparent manner; stating that if the annual reporting is removed she does not understand where that dialogue might take place; stating that this issue is being pushed through at an afternoon meeting, when it is difficult for people to attend to speak to this issue, because of the Junos; indicating that it is her understanding that linking the construction permits to the amplified sound on patio permits is related to the Junos so that patios do not have to pay twice for a permit; noting that March 17 is St. Patrick's Day and there is a real enforcement issue in her neighbourhood on that day; requesting that the time extension not happen on March 17 because people will just loiter outside of the establishments that amplify music which causes a lot of street congestion and disruption for residents.

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON WEDNESDAY FEBRUARY 20, 2019
FROM:	SCOTT STAFFORD MANAGING DIRECTOR OF PARKS AND RECREATION
SUBJECT:	LONDON'S CULTURAL PROSPERITY PLAN UPDATE

That, on the recommendation of the Managing Director of Parks and Recreation, the following London's Cultural Prosperity Plan Update Report, attached as Appendix "A" **BE RECEIVED** for information.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
--

- Creative City Task Force Report, June 2005.
- Application to the Ministry of Tourism and Culture Creative Communities Prosperity Fund, May 30, 2011.
- Agreement with the Province Of Ontario for Creative Community Prosperity Funding To Develop a Cultural Prosperity Plan and Cultural Profile / Cultural Mapping Project, October 24, 2011.
- London's Cultural Profile Report and London's Cultural Prosperity Plan, March 5, 2013.

BACKGROUND

It has been six years since March 2013 when London's *Cultural Prosperity Plan and Profile* was adopted in principle by London City Council as a guiding strategic framework for the culture sector. This *Plan and Profile* will continue to be in place for the next five years and will be enhanced by looking at key areas of focus to assist the culture sector to be successful in London. This report is an opportunity for Council to be updated on the progress to date of the implementation of this *Plan and Profile*, and to celebrate its successes.

London has a unique decentralized community partner approach to the delivery of cultural services connected by the City of London's Culture Office. The Culture Office is the central access point for cultural services of the city and is responsible for promoting collaboration, communication and the sharing of knowledge and resources for the culture sector. Great things happen by engaging and supporting our key partners and cultural community around a cultural common agenda of "What is Culture?" defined by Londoners as (through extensive public consultation and input from all facets of the cultural community for the creation of *London's Cultural Prosperity Plan and Profile*):

- Arts
- Cultural Districts and Neighbourhoods
- Cultural Industries
- Diversity
- Food and Agriculture
- Heritage
- Libraries
- Post-Secondary Institutions
- Sports
- The Thames River
- Tourism

CULTURAL LEADERSHIP AND ALIGNMENT

Federal and Provincial Cultural Planning

The Government of Canada has revised its culture policy through the release of the Creative Canada Policy Framework in September 2017 recognizing the benefit of having a strong creative sector and its impact on Canada's identity, economy and place in the world. Culture has a significant economic impact – it provides 630,000 jobs for Canadians and contributes \$54.6 Billion per year in economic activity. In 2016 the federal government made a historic investment of \$1.9 Billion over 5 years to the Culture Sector.

London's Cultural Plan and Profile was developed through a matching \$100,000 grant from the Ontario Ministry of Tourism, Culture and Sport Creative Communities Prosperity Fund. The purpose of this funding was to encourage cultural planning in municipalities.

The Province of Ontario adopted its first Ontario Cultural Strategy in May 2016. The Culture Strategy sets out four overarching goals for the next five years: promote cultural engagement and inclusion, strengthen culture in communities, fuel the creative economy and promote the value of the arts throughout government. The Ontario Cultural Strategy emphasizes the importance of local governments in Ontario by recognizing that culture is unique to every municipality and highlights the unique role that local governments have in supporting Ontario's diverse municipalities.

The London Plan

London's Cultural Prosperity Plan and Profile has been aligned with The London Plan specifically in the City Building Policies of:

Culturally Rich and Diverse City

Build on the following strengths to elevate London's profile as a regional cultural centre:

- economic growth through culture
- provide employment and learning opportunities
- foster creativity through cultural programming, promotion and celebration
- celebrate and strengthen the diversity of London, which encourages inclusion and civic engagement
- leveraging London's cultural resources, assets and public spaces
- Identify, protect, conserve and celebrate its' cultural heritage
- Advance opportunities to attract and retain newcomers

Cultural Heritage

Focus on three areas of cultural heritage planning including:

- general policies for the protection and enhancement of cultural heritage resources.
- specific policies related to the identification of cultural heritage resources including individual heritage resources, heritage conservation districts, cultural heritage landscapes, and archaeological resources.
- specific policies related to the protection and conservation of these cultural heritage resources.

City of London's Cultural Operating Budget

Culture is its own distinct sector (both for Profit and Not-For-Profit) which contributes to the economic development and well-being of London. The Culture Sector, (including the London Public Library, Centennial Hall, Museum London, Eldon House and Arts Culture, Heritage Advisory and Funding) makes up approximately 4% of the City's operating budget.

LONDON'S CULTURAL PROSPERITY PLAN AND PROFILE

London's Cultural Prosperity Plan

London's Cultural Prosperity Plan is a strategic framework, which provides a collective vision and direction for the culture sector.

Vision

Culture is at the Heart of our Thriving and Vibrant City

Culture is recognized by our city for its important role in building economic and community growth, attracting and retaining talent, informing municipal decision-making processes, and elevating the profile of London as a regional cultural centre. Our culture is an expression of our identity, our shared histories, values, beliefs, and traditions - and is enriched by the diversity of our city. It is alive and celebrated. Culture is a highly valued and fundamental aspect of our everyday life, is supported by our strong spirit of collaboration, and contributes to the vibrancy of our city. We will build on the successes we have achieved, and forge new directions.

Strategic Directives - The Plan is a shared community strategic framework for cultural initiatives that has been vital to enhancing London's competitive advantage and achieving the Plans' four Strategic Directives:

1. Strengthen Culture to Build Economic Prosperity
2. Support Cultural Programming
3. Leverage our Cultural Assets
4. Celebrate and Promote Culture

London's Cultural Profile

London's Cultural Profile was created as a companion background document to London's Cultural Prosperity Plan and provided the business case to guide future cultural investment for London. The Profile comprised of the following three reports:

- Cultural Resource Mapping, which was added to the City's Geographic Information System (GIS);
- The Economic Impact Calculation of Culture, which calculated the direct economic contribution of the Culture Sector for London; and
- Cultural Facility Planning in London, which was intended to provide an overview of the current state of community cultural facilities and identified that the City of London needs to take a leadership role in planning for cultural facility development and maintenance.

London's Cultural Profile has given the cultural community unprecedented access to measures that we have never had before such that it established culture as a contributing sector to the local economy. - \$540 million per annum (excludes capital expenditures); \$1,475 per capita; 7,703 cultural jobs in 2011, with workers making \$329 million; 4.2% of all workers in London were employed in arts and cultural occupations, according to 2006 figures, while the Canadian average was 3.3%.

CELEBRATION OF CULTURAL INVESTMENT SUCCESSES

London's Cultural Prosperity Plan four Strategic Directives, and Objectives have all been actioned. The following outcomes of *London's Cultural Prosperity Plan* are happening:

- Making the economic case for culture as an important contributor to London's employment and attraction/retention of a talented creative workforce;
- Continued investment in culture has resulted in increased leveraging of funding from other sources;
- Creativity has been fostered through cultural programming, interpretation, promotion and place-making;
- Creating an atmosphere that is welcoming of diversity;
- Maintaining and preserving the city's cultural assets and knowledge; and,
- Building awareness of London's vast array of cultural programming, assets and attractive creative places.

Over the past five years, key implementation highlights, outlined in London's Cultural Prosperity Plan Update Report, attached as Appendix "A", have included:

Investing in Culture to Builds Economic Prosperity

- Culture has been recognized as a sector which contributes to the economic growth of London and the attraction and retention of talent and entrepreneurship. Steady growth in the culture sector of London is reflected in measurement initiatives of the Creative City Network of Canada Cultural Consortium, Kelly Hill Indirect Investment Study, London Music Census and Municipal Benchmarking of Canada (MBNC) Initiative;
- Stable funding to heritage and arts organizations is provided through the City of London's two culture granting programs: the Community Heritage Investment Program (CHIP) and the Community Arts Investment Program (CAIP) CAIP provides up to \$750,000 toward development, operational, and project-based funds for local arts organizations, collectives, and individuals. CHIP provides up to \$75,000 toward operational funding for museums, and community and individual heritage projects. This leverages additional funding and allows organizations to employ more staff, expand their programming, and increase their hours of operation.

Animating London through the Arts

- Professional artists participate in each London Arts Council (LAC) initiative, collaborating on the development and delivery of in-depth, arts-infused programs across various sectors, including: education, arts and entertainment, environment and health. Features of the LAC programs are available on the LAC website, www.londonarts.ca.
- London has a growing reputation as an important production hub for music. The London Music Strategy adopted by Council in 2014 is being implemented by the London Music Officer with the Business of Music Committee and its key strategic partners of the London Arts Council, Tourism London and the London Economic Development Corporation (LEDC).
- The Grand Theatre is one of only 13 Category "A" professional Theatres in Canada. Since the year 2000, the Grand Theatre has received stable annual funding support of \$500,000 from the City of London.

Diversity

- *London's Cultural Prosperity Plan* is guided by the principles of inclusion and creating neighbourhoods that prosper because everyone feels welcomed. The 2017 Canada Immigration Plan will enable close to one million people to immigrate to Canada by 2020. London's Newcomer Strategy Mission is: "to successfully attract, integrate and retain Newcomers, in particular, international students, skilled workers and entrepreneurs, to and into the local economy and society". This Strategy is closely connected to the objective of *London's Cultural Prosperity Plan* to "attract and retain talent including youth, new immigrants and creative professionals".
- The Citizen Culture Program was created in 2012 by the London Heritage Council and London Arts Council. Citizen Culture affords newcomers and new Canadians an opportunity to explore history and the arts through a free access pass at 22 participating cultural organizations.

Preserving Our History, Telling Our Stories

- Since its release in 2015, the Truth and Reconciliation Commission (TRC) Report has acknowledged that "Virtually all aspects of Canadian society may need to be reconsidered." The City of London has been working with local First Nations - the Chippewa's of the Thames First Nation, Oneida Nation of the Thames, Munsee-Delaware First Nations to develop training for City of London staff. This training program includes: information about Indigenous communities that the City serves or is connected to The Truth and Reconciliation Commission History, culture and needs of First Nations lived experiences of urban Aboriginal communities.

- We have rich history and stories to tell through the development of Cultural Heritage Interpretive Signage such as: Burrigge Block, Whiskey Row, Richmond Row, Hunt Dam, Historical Bicycle Signage, Building Stories and History Pin on-line databases.
- A new independent Eldon House Municipal Service Board of the City of London was created in 2013 to administer the City's oldest historical home and collection. It was an opportunity to actualize its full potential and proactive stewardship of the architectural integrity of the house, its property and artifacts going forward.
- The London Heritage Council exists to help cultural and heritage organizations to find new, innovative ways of connecting with their community and Londoners to connect with their heritage. It offers yearly programming such as: Doors Open, Trails Open, Museum School, Heritage Fair, Brick Street Cemetery maintenance and interpretation, Inventory of existing Plaques along the Thames River. The London Heritage Council works to support London's heritage sector through advocating for the critical role that cultural and heritage institutions play.
- The City of London together with its community partners London Heritage Council and London Celebrates Canada led the commemoration of Canada 150. The City was successful in receiving two rounds of Canada 150 Infrastructure Funding to mark the 150th anniversary of Canada for such projects as: Harris Park Pavilion (\$495,000), Victoria Park Cenotaph (\$158,242), Westminster Ponds Boardwalk (\$98,901), Constitution Park (\$230,000) Covent Garden Market Ice Rink (\$200,000), Kiwanis Park (\$590,000), Queen's Park (\$16,000). In 2017 the City of London was successful in receiving two Ontario 150 grants for SesquiFest (\$70,000) and the Targeted Youth Leadership Program (\$55,000).
- Fanshawe Pioneer Village as a living history community museum, has received ongoing operational funding of \$1,882,392 over the last five years (\$380,598 each year and \$360,000 in 2017) from the City's Community Grants Program (previously called the Strategic Funding Framework).
- There has been much adaptive reuse and maintenance of heritage assets such as: the Normal School, Blackfriars Bridge, The Factory, Seven Heritage Conservation Districts.

Investing in Shared Creative Spaces

- The London Public Library is revitalizing branch libraries to ensure that it continues to provide accessible and welcoming spaces throughout the city. The downtown Central Library has undergone a \$4.5 million revitalization to update its functionality, look and feel, and opened its doors to the CBC and the City's Culture Office. Creative spaces are also being developed at the Central Library and in neighbourhood library locations that will offer Londoners access to the tools needed to explore their creativity.
- Museum London Centre at the Forks is Southwestern Ontario's leading institution for the collection and presentation of visual art and material culture. In September 2017, Museum London launched the Centre at the Forks capital campaign with a goal of raising \$3.5 million to fund a new dynamic learning space that is flexible, innovative and fully accessible.
- The Public Art/Monument ongoing lifecycle maintenance and preservation is now part of the City's Capital Budget. In 2017, restoration work was done on twelve Public Art/Monument assets including: the Cenotaph – Victoria Park, Holy Roller Clean up, Don Guard Memorial, 3 War Cannons – Victoria Park, Woman's Memorial, Canadian Veterans, Japanese Centennial Sculpture, London Wall, Good Hands, Jubilee Square Fountain, and the King George Plaque.

Many public art/monument projects are completed or currently underway such as: the LAV III Monument placement at Wolseley Barracks, the Simcoe School WWI Memorial, the Tricar Azure Artwork, the Bostwick Community Centre Artwork, the East Lions Community Centre Artwork and the Residential Schools artwork(s).

- The Neighbourhood Decision Making funding program has been designed to unleash the potential of all residents to make their neighbourhoods culturally vibrant, beautiful and connected places. This program offers a total of \$250,000 to residents across the city by asking for their ideas to make their neighbourhoods even better. In

the first two years of the program, multiple cultural projects have been funded including: a community movie theatre in Glen Cairn, murals on utility boxes in Ward 13, Clay Mosaics along Dundas Street in Old East Village, South London Canada Day Celebration, and an Outdoor Piano in Market Lane.

A Healthy Core is our Cultural Showpiece

- Cultural Infrastructure Development and Investment has happened in the Core of London such as: the London Convention Centre Renovation, London Public Library Renovation, The London Music Hall, Fanshawe College, Museum London, and Dundas Place.
- The Music, Entertainment and Culture (MEC) District Strategy was adopted by Council. Old East Village participated in the development of London's Cultural Prosperity Plan as an example of a successful organically developed culture district. Dundas Place is being developed as a transformative project for Downtown London and a blueprint for the success of Culture Districts.

Celebrating Culture

- London has a track record of successfully hosting large-scale cultural events such as: the World Figure Skating Championship, Canadian Country Music Week and Marquee Festivals such as: Sunfest, Home County Music and Art Festival, Rock the Park, Forest City London Music Week, and London Fringe Theatre Festival.

Longer Term Actions Not Yet Fully Developed

There were some specific longer term actions included in *London's Prosperity Plan* intended to implement the *Plan's* objectives, which have not been fully developed such as:

- 1.1.3 Create a philanthropic strategy (*philanthropy is currently conducted by cultural organizations individually*);
- 2.3.1 Work with organizations to enhance cultural programming at the Forks of the Thames (*Council approved \$5-million toward inaugural Forks of the Thames Back to the River revitalization project, which should include cultural programming in the future*);
- 3.3.1 Explore the feasibility for a municipal civic history space, including archives (*Museum London and the London Public Library London Room currently provide heritage collection and record space*);
- 3.7.1 Create affordable live/work space for artists and artisans through tax incentives (*Toronto is exploring the creation of a new property class, but currently there is no legislation to do what they are proposing*); and
- 4.4.1 Develop a way-finding strategy that includes improved signage to cultural destinations (way-finding is to be implemented as part of the approved Music, Culture and Entertainment (MEC) District Strategy).

Governance – Ensuring Effective Stewardship

London's Cultural Prosperity Plan contained a Governance Discussion Section, which indicated that effective stewardship is required to ensure the *Plan* generates a sustained legacy for London. The Culture Office has worked to promote culture within other municipal plans and service area collaborations such as: City Council's 2015-2019 Strategic Plan, the London Plan, the Our Move London – the Downtown Master Plan, the Economic Roadmap, and Neighbourhood Decision Making.

Heritage coordination has been strengthened with both the Culture Office and the London Heritage Council (LHC) serving as non-voting resources to the London Advisory Committee for Heritage (LACH). The LHC hosts regular Museum Manager's meetings to discuss heritage issues. The Culture Office serves in a non-voting capacity to the Eldon House Board and works closely with Museum London on heritage issues.

Achieving stewardship still requires a strengthened governance model for culture, which would enhance collaboration on cultural issues with a broader range of community partners. The Creative City Committee was disbanded after *London's Prosperity Plan and Profile* was created and collaboration now occurs on a project by project basis.

PROPOSED KEY AREAS OF FOCUS GOING FORWARD

London's Cultural Prosperity Plan continues to provide a strong framework for the culture sector to foster creativity, vibrancy, investment and to build awareness of London's vast array of cultural programming, assets and quality places for Londoners and visitors. Benefits of culture include:

- Contributes to an overall sense of place and identity;
- Builds social cohesion and collaboration;
- Creates vibrant and creative cities; and,
- Provides cultural innovation.

The following are key areas of focus for *London's Cultural Prosperity Plan* going forward:

- Strike a closer balance between cultural initiatives that provide direct economic benefit and those that enhance quality of life including: heritage identity, and arts community health and well-being;
- Develop a talented and creative workforce through attraction and retention;
- Encourage the growth and investment in London's cultural industries and host common tables for these areas of focus such as: the Business of Music Committee, the Screen Industry Committee, and regular arts and heritage stakeholder roundtables;
- Support culture worker employment/increased standard of living through: cultural entrepreneurship, cultural internships, heritage trade fairs, part-time job programs such as Learning through the Arts, Museum School and London Arts Live, affordable housing, and support to newcomers;
- Tell the stories of all Londoners to reflect the diversity of London and Region and our identity through a variety of mediums such as: social media and arts videos, public art/monuments, heritage plaques and signage, heritage districts, the Culture City Program, Emancipation Day, and Indigenous story-telling;
- Encourage more investment in the culture sector for London through granting and investment in shared accessible creative spaces such as: libraries, performance spaces, museums, talent incubators (a place to start), Music, Entertainment and Culture (MEC) districts, My Dundas Place, and neighbourhood parks; and,
- Promote Culture and continue to build awareness of London's vast array of cultural programming, assets, creative places and events.

The Culture Office, its key partners and cultural community will continue to build upon achievements and initiatives currently underway, broaden understanding and collaborations, and focus on capacity building of the culture sector for London.

CONCLUSION

Culture is for Londoners. It is an expression of our identity, our shared histories, values, beliefs and traditions – all enriched by the diversity of our city. *London's Cultural Prosperity Plan and Profile* provides the opportunity to build upon the promotion and celebration of London and leverage existing cultural investments and creative cultural spaces such as: London's 15 incredible museums, heritage buildings, districts, signage and plaques, 18 London Public Library branches, hundreds of kilometers of pristine hiking trails, pathways and parks, 50 plus live music venues and a multitude of summer festivals, and many art galleries, arts venues and outdoor public art/monuments.

With an established cultural infrastructure, London serves as training ground and supplier of creative professionals from internationally recognized post-secondary educational institutions. Our creative industries provide an innovative cultural community that attracts big business and large cultural events such as the 2019 JUNO Awards.

Culture is a highly valued and fundamental aspect of our everyday life, which is supported by our strong spirit of collaboration with key cultural community partners and contributes to the vibrancy and economic prosperity of London.

Acknowledgements:

Thank you to our cultural partners, the cultural community, and for the contributions of Mr. Brian Nelles and Lashbrook Marketing & PR to the creation of this Update Report.

PREPARED BY:	REVIEWED BY:
ROBIN ARMISTEAD MANAGER, CULTURE PARKS AND RECREATION	JON-PAUL MCGONIGLE DIVISION MANAGER, CULTURE, SPECIAL EVENTS AND SPORT SERVICES PARKS AND RECREATION
RECOMMENDED BY:	
SCOTT STAFFORD MANAGING DIRECTOR, PARKS AND RECREATION	

Attachment:

Appendix "A" – *London's Cultural Prosperity Plan Update Report*

Our City, Our Culture

LONDON'S CULTURAL
PROSPERITY PLAN REPORT 2018





Dancers from La Troupe Folklorique Grecque
Syrtaki during SesquiFest's Centennial '67 Day.

Contents

Our Culture is an Expression of Our Identity	5	Connecting Heritage to Community	27
Investing in Culture Builds Economic Prosperity ..	6	Enhancing our Cultural Heritage	28
External Investments	7	Eldon House. London's Oldest Residence	29
London is Open for Business	8	Interpreting Our History	30
City of London Investments and Incentives	9	Canada 150 London	31
CAIP Development Acceleration Stream	10	London is a Welcoming City.....	32
Cultural Tourism Attracts Visitors	12	Public Art / Monuments	33
Animating London Through the Arts	14	Revealing London's Identity	34
The London Arts Council (LAC)	15	Restoration Gaining Momentum	35
Learning through the Arts	16	Investing in Shared Creative Spaces	36
Art in our Community	17	Museum London Centre at the Forks	37
Health Programs	17	London Public Library: Promoting Creativity and Heritage	38
London is a Music City	18	A Healthy Core is London's Cultural Showpiece	41
The Grand Theatre. World-Class Talent	20	A Blueprint for Success	43
Honouring Indigenous and First Nations	22	Celebrating Culture	44
Call to Action	23	Tourism London. Big and Exciting Events Happen Here	45
Preserving our Heritage. Telling our Stories	24	Festivals that Define Us	47
The London Heritage Council (LHC)	25	Bringing Neighbourhoods to Life	49
With Education Comes Passion	26	Outcomes of London's Cultural Prosperity Plan ...	51

LONDON'S CULTURAL PROSPERITY PLAN REPORT 2018
Information current to December 31, 2018

Cover Photo:
London resident contributing ideas for Dundas Place,
London's first flexible street.
(Photo by Ryan Nemis)

Back Cover Photo:
Oxford Street Bridge mural by London artist Tracy Root.
(Photo by Paul Lambert)

City of London is committed to providing a publication that is accessible to the widest possible audience, regardless of ability. We are actively working to increase the accessibility and usability of our publications and in doing so adhere to many of the available standards and guidelines. An accessible online PDF is available for download here: www.londonculture.ca



Community members participate in a life-drawing class at TAP Centre for Creativity (formerly The ARTS Project).

Our Culture is an Expression of Our Identity

Culture builds dynamic cities. It connects commerce, imagination and innovation.

London's culture is an expression of our identity, and of our shared histories, values, beliefs and traditions—all enriched by the diversity of our city. It is alive and celebrated. Culture is a highly valued and fundamental aspect of our everyday life, supported by our strong spirit of collaboration with key partners and contributes to the vibrancy of London.

Culture is recognized by our city for its important role in building economic and community growth, attracting and retaining talent, informing municipal decision-making processes and elevating the profile of London as a regional cultural centre.

Established in 2013, London's Cultural Prosperity Plan is a shared community strategic framework for cultural growth and development. This report highlights our successes since its inception.

- 1 Hula hoopers on Dundas Street during the "My Dundas" launch event.

(Photo by Ryan Nemis)

- 2 Walter J. Blackburn Memorial Fountain at the Forks of the Thames River.

(Photo by Bob Bailey)

- 3 Festival-goers have their photo taken with an RCMP officer during SesquiFest.

(Photo by Craig Glover)



Investing in Culture Builds Economic Prosperity



Artists from multidisciplinary collective Public Displays of Art (PDA) collaborate with musical groups Wormwood and the Koine Project in Market Lane during Nuit Blanche.

1



External Investments

Federal Cultural Funding

The City of London was successful in receiving **two rounds of Canada 150 Infrastructure Funding** to complete seven cultural renovations.

- Constitution Park (\$230,000)
 - Covent Garden Market Ice Rink (\$200,000)
 - Harris Park Pavilion (\$495,000)
 - Kiwanis Park (\$590,000)
 - Queens Park (\$16,000)
 - Victoria Park Cenotaph (\$158,242)
 - Westminster Ponds Boardwalk (\$98,901)
- In addition, the London Heritage Council received \$8,000 to celebrate the completion of the Westminster Ponds Boardwalk in October 2017

Provincial Cultural Funding

In 2017, the City of London was successful in receiving **two Ontario 150 grants** to support **festivals and programming to celebrate Canada's 150th anniversary**.

- SesquiFest (\$70,000)
- Targeted Youth Leadership Program (\$55,000)

Each year, two of the City's Boards receive **Community Museum of Ontario grants**, awarded to those who engage the public in interpretation of the Province's past.

- Museum London (\$54,000 per year)
- Eldon House (\$24,000 per year)

2



3



- 1 From Far & Wide perform during SesquiFest's Best of Ontario Day.
(Photo by Craig Glover)
- 2 MaracaTall make their way down Dundas St during SesquiFest's Centennial '67 Day.
(Photo by Craig Glover)
- 3 Re-enactors perform at the Fanshawe Pioneer Village annual War of 1812 re-enactment event.
(Photo by Mark Spowart)



Community members enjoy an exhibition by a graduate of the Emerging Artists Studio Program at TAP Centre for Creativity (formerly The ARTS Project).

(Photo courtesy of TAP Centre for Creativity)



DIRECT ECONOMIC IMPACT OF CULTURE TO LONDON

\$540M
GDP per annum

7,703
cultural jobs

(Source: *The Economic Impact of Culture Calculation 2011*)



DID YOU KNOW?

London's Total Cost Culture Services per capita was \$16.53 in 2016

(Source: *MBN*)

Annually, London hosts 2.1M overnight visitors and 4.5M day visitors

(Source: *Tourism London*)

London is Open for Business

Cultural investment results in jobs, sustainability and business growth

The City of London's responsibility is to invest in, to lead the creation of and to facilitate the execution of the appropriate policies that convey the indisputable message that, culturally, the City of London is "Open for Business," and committed to the sectors' sustainability.

Measurement

Together with the development of London's Cultural Prosperity Plan, London's Cultural Profile was developed to measure culture's impact on London's economy using:

1. Cultural Resource Mapping located on the City's GIS system
2. A cultural facility planning survey

3. The Economic Impact of Culture for London

Direct Investment

The City of London's Culture Office participates in a Canadian municipal data measurement consortium along with 18 municipalities across Canada. Coordinated by the Creative City Network of Canada, its purpose is to safeguard, fund and share new cultural data with participants. This consortium draws on Statistics Canada data to develop comparable economic impact statistics for municipalities within the consortium.

The Culture Office also participates in the Municipal Benchmarking Network Canada Initiative (MBN), a voluntary collaborative initiative of 16 municipalities working together to achieve service excellence. Culture and its service delivery is specific to each municipality, reflected in the investment measures.

Indirect Investment

In October 2017, the City of London participated with seven other additional municipalities across Canada in a research study by Hill Strategies of indirect cultural investments by municipalities. The following 11 types of indirect cultural investments were reported upon: in-kind services for special events, below market or nominal rent of municipally owned spaces, property tax rebates, line of credit/loan guarantees, fund management/investments, community capacity building, below market rates for advertising, formal arts cultural or heritage districts, heritage conservation incentives, modified planning regulations and density bonusing. On average, municipalities provide support in 8 of the 11 areas. London is above average with 10 indirect supports.

City of London Investments and Incentives

City investments strengthen the link between culture and business

London's Cultural Prosperity Plan emphasizes the importance of making investment in the culture sector, which the sector can leverage to obtain additional funding that permits them to employ more staff, expand their programming and increase their hours of operation.

Investments

Stable funding is provided through the City of London's two culture granting programs:

1. The Community Arts Investment Program (CAIP)

Administered by the London Arts Council and funded by the City of London, CAIP provides:

- Operating and project funding for non-profit arts organizations
- Project funding for professional artists living within the city of London

Project Goal: Encourage public awareness and appreciation of the arts, increase access to quality local arts programming and enhance London's desirability as a community.

2. The Community Heritage Investment Program (CHIP)

Administered by the London Heritage Council and funded by the City of London. CHIP provides support for the culture and heritage sector through:

- Funding for not-for-profit organizations or individuals
- Increased awareness and access to high quality experiences and activities
- Initiatives and events that foster heritage and culture in London
- Partnerships and collaborative projects and events

Project Goal: Create unique opportunities for Londoners to learn about the city's rich heritage and to create a welcome and inclusive society for all.

Operational Funding

Through a City of London multi-year funding agreement, The Grand Theatre has received ongoing operational funding of \$2,500,000 over the last five years (\$500,000 each year). With yearly attendance of over 100,000, theatre-goers have a major indirect impact on downtown businesses such as restaurants, pubs, and hotels.

Fanshawe Pioneer Village as a living history community museum has received ongoing operational funding of \$1,882,392 over the last five years (\$380,598 each year and \$360,000 in 2017) from the City's Community Grants Program (previously called the Strategic Funding Framework).

Incentives

Incentives are another important tool that the City of London has to stimulate the private sector.

The Heritage Community Improvement Plan

- Tax Increment Grant
- Development Charges Equivalent Grant

The Downtown, Old East and SoHo Community Improvement Plans

- Façade Improvement Loan Program
- Tax Grant Program
- Upgrade to Building Code Loan Program
- Combined Residential Development Charges Grant and Tax Grant Program



NEW PROGRAM GUIDELINES APPROVED

New program guidelines for Community Improvement Plan Financial incentive programs permitted through the Downtown, OEV, SoHo, and Industrial Lands were approved by Council in December 2017.



CAIP Development Acceleration Stream

Since 2015, the Community Arts Investment Program (CAIP) has included a Development Acceleration Stream of granting to increase capacity and expand programming.

Six organizations received total funding of \$302,000 through the 2017 Community Arts Investment Program Development Acceleration Stream. The cumulative operating budgets of these six organizations was \$2,986,377. The city’s investment through CAIP represents an overall 10% toward the total.

To learn more, visit: www.londonarts.ca/past-recipients

Aeolian Hall Performing Arts Centre
\$55,000

The ARTS Project
\$50,000

Fringe London Theatre Festival
\$55,000

Home County Folk League
\$40,000

Palace Theatre
\$52,000

Sunfest
\$50,000

- 1 The Palace Theatre: 350-seat proscenium theatre, 75-seat “black box” venue, and home to the London Community Players, mandated to provide high-quality community theatre productions.
- 2 Aeolian Hall: Named one of the Top 10 Halls in Canada by the CBC Radio 3 Searchlight Contest.
- 3 TAP Centre for Creativity (formerly The ARTS Project): Non-profit art gallery, theatre, and studio space providing a venue for emerging and developing artists to create and for the public to see their work.



THE RESULT:

1,062 events

\$1,126,052
total leveraged
funds

\$1,599,038
total earned
revenue

28
full-time jobs

14
part-time jobs

8
contract
positions

472,000
audience
participants

1,650
volunteers

THE VALUE OF VOLUNTEERS

A total of **110,897**
volunteer hours
were logged in
2017. At a rate
of \$25/hour the
approximate value
is **\$2.7M.**

Students participate in the Community
Collaboration Initiative at TAP Centre for
Creativity (formerly The ARTS Project).

(Photo by Ryan Hunt)



London Convention Centre
A premier indoor venue which brings in 350 events and 120,000 people annually.



TOURISM IN LONDON
GENERATES ANNUALLY

\$740M
in economic activity

8,200
full year jobs

2.1M
overnight visitors

4.5M
day visitors

Cultural Tourism Attracts Visitors

Cultural Tourism has a positive and sustainable economic and social impact.

Culture is recognized as a significant economic driver in cities, providing direct employment opportunities through industry-specific jobs and businesses and creating compound spending in the hospitality and service sectors. It plays a significant role in defining a city's image and brand through the preservation of its cultural and historic heritage.

Tourism London

As an organization committed to the promotion and enhancement of the city's cultural attractions and events, Tourism London strategically positions London as a music and culture city. Tourism London aligns itself with building a sustainable, wealth-generating culture sector.

Culture City X

The London Arts Council's Culture City is an arts-focused cultural tourism program. In alignment with London's Economic Roadmap, it is a valuable addition to bid packages assembled by London hotels, conference centres, host committees, and other groups seeking to attract visitors to London.

WHAT'S NEXT?

ADULT CONFERENCE AND EVENT PROGRAM

It is expected that Culture City will provide direct employment opportunities with spinoff benefits such as increased hotel and restaurant bookings and boosts to other hospitality, retail and service businesses.



Community members enjoy musical performance at Home County Music and Art Festival.

(Photo by Valter Daggetti)

Animating London Through the Arts



Movement artists from multidisciplinary collective Public Displays of Art (PDA) animate a building undergoing renovation in Old East Village.



Students paint a banner at TAP Centre for Creativity (formerly The ARTS Project), an organization funded by the Community Arts Investment Program's Development Acceleration Stream.

(Photo by Ryan Hunt)

The London Arts Council (LAC)

“Dedicated to enhancing the creative vitality of London by advocating for the London arts community and by nurturing the awareness of, involvement in, and commitment to the excellence of art at all levels in London.”

Inclusive, not exclusive.

Through grants, programming, services and arts advocacy, the LAC supports the community as a whole. This means supports reaching as many London artists, residents and visitors as possible and ensuring the accessibility of the city's arts to diverse participants and audiences.

CAIP Highlights

Administered by LAC, Community Arts Investment Program (CAIP) funding has been used to provide consistent development grants for six major London art institutions, consistent operating grants for 10 other art organizations and project grants for 52 different arts ventures undertaken by arts organizations and 121 different ventures undertaken by professional artists and artist collectives.



\$750,000
CAIP 2017 spending

78
Successful
CAIP 2017
applications

Learning through the Arts



Artist Education Classroom Experience (AECE) program, designed in 2012 and funded in part by the City of London, creates opportunities for London-based professional artists and teachers to collaboratively develop and co-deliver arts projects in elementary schools in the Thames Valley District and London District Catholic School Boards. The program focuses on students' exploration and practice of the creative process as it transfers to other academic subjects that require critical analysis, problem-solving and divergent thinking. Artists who join the London Artist in Residence (LAIR) roster are also invited to participate in the full breadth of LAC education and health programs, meaning that LAIR has become a key job creation platform for the arts in London. In 2017, LAIR funded 13 London-based artists to develop and deliver art-infused projects in over 100 classrooms across 32 different schools, reaching approximately 2,775 students.



Culture City Youth introduces young hearts and minds to city-building through the frame of arts. The program's five-day, multi-venue field trips offer students and teachers opportunities to learn from professional artists, city and community leaders and social innovators and engage in hands-on experiences that cannot be replicated in the classroom.



The Youth / Artist Mentorship Project (YAMP) was an 8-month pilot program aimed to develop a culture of teaching and learning across London's horizon of established artists, aspiring artists, and young people. In each of five YAMP teams, a professional artist helped emerging artists develop their arts-education skills and emerging artists brought their own passions and abilities to teaching young people about expressive diversity and innovation.



The Community Arts Venue Education (CAVE) Program and its beyond-the-classroom approach immerses students in local non-profit arts organizations, showcasing the occupations and opportunities that are possible within the arts sector, allowing students to experiment with a variety of art forms under the instruction of professional artists.

(Photo courtesy TAP Centre for Creativity)

Art in our Community



London Arts Live, supported by CAIP, is a pop-up art program that places some of London's best performance-based professional artists in unique public venues. The program introduces artists to new audiences, supports local businesses and offers Londoners new opportunities to engage with and experience the arts.



The Poet Laureate, supported by CAIP, is both an ambassador for literary arts in London as well as London's literary representative, inspiring emerging artists to further poetic aspects of their craft and contributing to London's sense of identity and belonging.



The Indigenous Artist in Residence, supported by CAIP, is an ambassador for the arts in London, promoting awareness and appreciation of all art disciplines in London and fostering collaboration between disciplines and communities.

(Photo courtesy Erik Mandawe)



The Public Art Program facilitates the creation of public art in London, which bolsters civic pride, provides focal points for community celebration, creates meaningful employment for artists and attracts tourism and investment. Through this program, the LAC (in a decade-long partnership with the City of London Culture Office) administers the City's Public Art Policy by evaluating public art sites, convening juries for artist selection and overseeing installations.

Health Programs



Ageing Well with the Arts was a 10-week pilot project aimed to enhance the quality of life for seniors in short- and long-term care facilities through authentic art-making experiences. In 2016, the project featured ten experiences at six locations, each lead by a professional artist and designed using creative process and life-long learning principles.



Belong to Song is a weekly drop-in music jam for those with lived experience of mental illness. Each session is attended by 20 to 25 participants in various stages of recovery with a wide range of musical abilities. Peer facilitators and professional musicians engage with participants, improving their self-esteem, reducing stigma about mental illness, and building community through group music-making.



POESY performs during SesquiFest's Centennial '67 Day.
(Photo by Craig Glover)



In 2017, **3 of 5** JUNO nominated engineers were London educated

Winning Engineer, Jason Dufour was a graduate of Ontario Institute of Audio Recording Technology (OIART)

(Source: Canadian Academy of Recording Arts and Science 2017)

London is a Music City

Music is good for business. London isn't the only Ontario municipality vying to be a "Music City", but it has some major advantages.

The Talent

London is home to Western University, Fanshawe College and the Ontario Institute of Audio Recording Technology (OIART), three world-class post-secondary schools with 875 music students, making London a music production hub. Opportunities for mentorship, coaching and entrepreneurship are a big draw for savvy young professionals. These support systems help develop a different way of thinking and encourage entrepreneurial growth, attracting creative industries and a class of workers that support new emerging economies situated around cultural centres.

The Industry

In Canada, sound recording and music publishing is a \$561 million dollar industry with over 11,000 jobs. Canada is the 3rd largest music exporter. London has a unique opportunity to incubate and retain more of the industry we already educate. Live Music is revered by the Ontario Chamber of Commerce as one of three economic advantages for the province. Live Music contributes the equivalent of 20,000 full-time jobs to the Ontario economy.



6 music industry showcases featuring 29 artists (2017)

16 professional development workshops (2017)

7 Music City Exchanges featuring 13 artists (2017)

46 music industry organizations brought into London (2017)

374 attendees to three Education & Business Development Events hosted during Jack Richardson London Music Week 2017

215 guests registered for London Music Career Day

4,620 live music events (2015)

\$7M in royalties by 1,203 music writers and publishers in London (2016)

875 students studying the music industry in London (2015)

The Leadership

The London Music Strategy was developed by London's Music Industry Development Task Force, comprised of 22 individuals who represent a range of sub-sectors, and all genres of music, for the purpose of strengthening London's music industry. Council further affirmed the importance of this work by recognizing The London Music Strategy in the 2015-2019 Strategic Plan in the focus area of "Growing our Economy: Diverse and Resilient Economy". The London Music Office (LMO) was created in November 2015 to implement the key priorities of the London Music Strategy together with the Business of Music Committee and key strategic partners of the London Arts Council, Tourism London and LEDC.

The Data

The 2016 London Music Census helped identify the city's music industry vibrancy by establishing baseline measures to track in future years. It also identified gaps, most notably in artist development, publishing and entertainment law. The census also led to the development of a detailed directory of London's musical assets, now collectively listed. London's music sector also aligns with other creative industries including the technology sector, food and beverage and screen industries.

The Venues

With a total seating capacity of 52,000 in 52 music venues, London has many versatile and unique venue options. From low-cost indoor venues such as: The Wolf Performance Hall, Centennial Hall and The London Music Hall to large-scale stages at Budweiser Gardens and the Western Fair District and outdoor options at Harris Park and Queen's Park, London is positioned to attract proposals for large-scale music events, tradeshows and concerts from around the globe.

WHAT'S NEXT?

LONDON MUSIC STRATEGY

Encouraging young creative talent to stay in London after graduation is a key priority of the London Music Strategy. New SOCAN research released in 2018 reveals that 7 in 10 city-dwelling Canadians younger than 35 feel it is important to live in a neighbourhood with a vibrant local arts scene that includes music.



Running ensemble of the Grand Theatre's production of *Chariots of Fire*.

(Photo by Christina Kuefner)



THE GRAND PROVIDES FULL-TIME AND PART-TIME JOBS FOR

110+ people each year and an additional

110+ guest artists throughout each season



DID YOU KNOW?

Each year, the Grand Theatre mounts approximately 15 productions and presentations, totalling over 210 performances.

The Grand spends close to \$1.5M locally each year.

The Grand Theatre. World-Class Talent.

The Grand Theatre is an incorporated non-profit organization with its own Board of Directors, managing its operations independent of the City of London. It is the only professional theatre in London and one of only 13 "Category A" theatres in all of Canada. The heritage building houses both an 839-seat theatre (Spriet Stage) and a 150-seat theatre (McManus Stage).

In October 2015, the City made a commitment to continue to provide annual funding of \$500,000 to the Grand Theatre through a multi-year stand-alone operational agreement.

The Grand Theatre contributes to the London community through its multitude of community outreach and education activities, such as the following:

- The COMPASS New Play Development Program, which commissions, develops and premieres London/Canadian stories.
- The High School Project (HSP), which gives over 100 London and area students annually a unique opportunity to act, sing, dance, design, stage manage and build in a professional theatre setting with a nationally recognized director, choreographer,

music director and professional crew and designers.

In 2017, the Grand established a partnership with the Sheridan College Music Theatre program to add another dimension to the HSP experience.

- Apprenticeships that produce trained, experienced theatre professionals, for which The Grand is recognized as a leader in the national theatre community. Well over 50 apprentices have trained at the Grand and have gone on to full-time employment in many arts venues.



Company of the Grand Theatre's production of *A Christmas Carol*.
(Photo by Claus Andersen)

Honouring Indigenous and First Nations



A young man dances at the Annual Harvest Festival & Pow Wow at the Museum of Ontario Archaeology during Doors Open London 2017.



The fire in the Museum of Ontario Archaeology's longhouse is tended during their Annual Harvest Festival & Pow Wow on the weekend of Doors Open London 2017.

(Photo by Craig Glover)

Call to Action

Truth and Reconciliation Report

Since its release in 2015, the Truth and Reconciliation Commission Report has acknowledged that 'virtually all aspects of Canadian society may need to be reconsidered'. Here's how the City of London is responding:

Intercultural Competency Training Packages

In response to the Report's Call to Action #57, the City of London has been working with local First Nations – the Chippewa's of the Thames First Nation, Oneida Nation of the Thames, Munsee-Delaware First Nation – to develop an educational training package for City of London staff, which includes information about the following:

- Indigenous communities that the City serves and is connected to
- The Truth and Reconciliation Commission and its Report
- The histories, cultures and current concerns of First Nations
- The lived experiences of urban Aboriginal communities

CALL TO ACTION #82

Residential Schools Monument: TRC Call to Action #82 advises the creation of highly visible and public residential school monuments in provincial and national capitals. London's City Council has approved the creation of a prominent memorial honouring the Survivors of the residential schools system, their families and their communities.

Artist in Residence: The London Arts Council has commissioned an Indigenous artist as its first Artist in Residence, a new investment through the City of London Community Arts Investment Program (CAIP).

Cultural Community of London: The Cultural Community of London is working with First Nations. For example, the Museum of Ontario Archaeology hosts an annual Harvest Fest and Pow Wow in September.

London Public Library Indigenous Services Team: This team builds relationships with First Nations to ensure that all services and practices support the Canadian Federation of Library Associations' Truth and Reconciliation Committee and align with the Library's User First Philosophy.



DID YOU KNOW?

There are at least eight different Indigenous languages spoken by residents of London. 2.56% of London residents identify as Indigenous, and a further 1.14% identify as having some Indigenous ancestry.

(Source: Statistics Canada)

Preserving our Heritage. Telling our Stories.



Visitors at the Elgie Log House,
Fanshawe Pioneer Village.

(Photo by Ryan Hunt)

The London Heritage Council (LHC)

Connecting Heritage to Community

“Bringing Londoners together to celebrate our shared stories.”

Londoners have saved lives, explored space and changed the world. Our museums and heritage organizations share these amazing stories, showing why the past is very much alive in our present. LHC exists to help cultural and heritage organizations find new, innovative ways of connecting with their community.

Promote community engagement

The City of London Community Heritage Investment Program (CHIP) granted \$73,500 to museums and to community and individual projects in 2017. This included operating funding for five museums and the creation of three unique community engagement events including the Fiesta London cultural festival, a solar eclipse celebration and a 12 Canada for a Seed Saving project that aims to preserve Indigenous knowledge and culture in London.



DID YOU KNOW?

There are 14 museums in London:

- First Hussars Museum
- 427 (London) Wing
- Banting House NHSC
- The Canadian Medical Hall of Fame
- Eldon House
- Fanshawe Pioneer Village
- The Hume Cronyn Memorial Observatory
- Jet Aircraft Museum
- John P. Metras Sports Museum
- London Children’s Museum
- Museum London
- Museum of Ontario Archaeology
- The Royal Canadian Regiment Museum
- The Secrets of Radar Museum



CHIP 2017 spending: **\$73,500**

6 museums

4 heritage organizations



Museum School London students learn about traditional fire-making at the Museum of Ontario Archaeology.

(Photo by Mark Spowart)



IN THE 2016-17
SCHOOL YEAR

Museum School
reached over
1,100 students in
44 classrooms

With Education Comes Passion

Museum School London

Museum School London is an award-winning collaborative education program that allows elementary school classes to spend a full week immersed in hands-on learning at one of 10 London-area museums and heritage sites. In Museum School London's 11-year history, more than 15,000 students have discovered their passion for Canada's heritage.

Brick Street Cemetery Restoration Project

The Brick Street Restoration Project will be used to create a best practices manual for conserving historic cemeteries and establishing Friends of Cemetery groups for use by the municipality.

Connecting Heritage to Community



Experts examine antiques at the 2017 Heritage Fair at Museum London.
(Photo by Ryan Hunt)

Heritage Fair

The Heritage Fair is a one-day event with the London Public Library, bringing together heritage entrepreneurs, community associations, ethnic organizations and veterans groups. The event includes exhibits, discussions and networking opportunities.

HERITAGE FAIR 2016:

22 exhibits

800 attendees



Museum Hack tour guide leads an innovative tour of The Royal Canadian Regiment Museum during Doors Open London 2017.
(Photo by Craig Glover)

Doors Open London

Doors Open London is one of the largest events in Ontario, with the highest percentage of uptake from the population. Doors Open London aims to:

- Tell the Story behind every door
- Facilitate people's understanding and enjoyment of their local architecture
- Discover first hand London's hidden heritage treasures
- Promote Civic pride

Doors Open London has also been highly successful in generating awareness of local heritage, increasing tourism and stimulating local economies. Doors Open London provides the local heritage sector an opportunity to recruit new volunteers while providing Londoners a chance to get to know their city.

DOORS OPEN LONDON 2017:

23,895 attendees



Aerial photo of accessible boardwalk in Sifton Bog.
(Photo by UTRCA)

Trails Open London

Trails Open London provides Londoners and visitors access to and educational programming about environmentally significant areas and trails in London. Participating green spaces are animated with programming to promote natural heritage conservation and stewardship and a healthy physical active lifestyle. In 2017, Trails Open London included a new partnership with Earth Day as a signature event of Canada 150 London.

EARTH DAY EVENT 2017:

Over 2,000 visitors

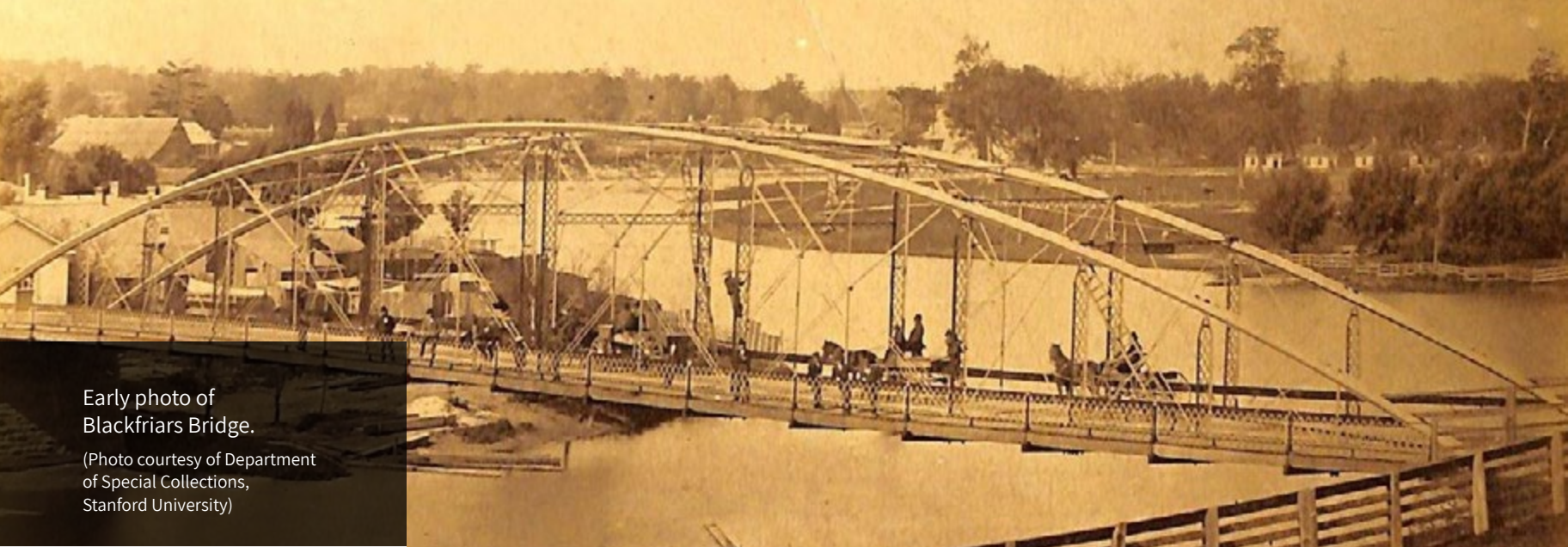
"CELEBRATING OUR
NATURAL HERITAGE"
AT WESTMINSTER
PONDS EVENT 2017:

375 visitors

WHAT'S NEXT?

LONDON CHILDREN'S MUSEUM MOVES TO THE FACTORY

The London Children's Museum has found its future home at 100 Kellogg Lane. Occupying over 32,000 square feet, the new location will be a space for children, designed by children. This bold new direction will ensure more interactive play, innovative exhibits and shared community spaces. The new Children's Museum will be a place where all children can learn, connect and grow through play.



Early photo of Blackfriars Bridge.

(Photo courtesy of Department of Special Collections, Stanford University)



DID YOU KNOW?

There were 201 heritage alteration permits processed between 2014 and 2017, the most notable of which was 128-134 Dundas Street to facilitate phase two of the construction of the Fanshawe College downtown satellite location.

The Archaeological Management Plan (2017)

- Since 1996, 298 registered archaeological sites have been identified in London (223 Indigenous sites and 75 Euro-Canadian sites)
- Since 1996, 2,366 hectares of land have been subject to archaeological assessment in London (and cleared)

Enhancing our Cultural Heritage

The City is committed to enhancing the cultural heritage of London and its neighbourhoods. This includes a strategy of adaptive re-use of existing built heritage. The cultural value of London’s extensive built heritage is one of Canada’s most significant, with over 6,000 buildings (about 3% of buildings in London) listed on the City of London’s Inventory of Heritage Resources.

Heritage Conservation Districts (HCDs)

Seven HCDs are designated under Part V of the Ontario Heritage Act for the purpose of conserving cultural heritage values. They serve to ensure that historically significant neighbourhoods and areas are protected and reflect London as a place and its people through their cultural heritage values and characteristics. HCDs are maintained so that every Londoner, present and future, can appreciate and take pride in the City’s rich cultural heritage.

London Endowment for Heritage (LEH)

The LEH is a yearly heritage grant disbursed through London Advisory Committee on Heritage (LACH) that is dedicated to promoting heritage restoration and sympathetic alterations. This funding is a mechanism to support HCDs and provides meaningful

work for many in the skilled trades as well as architects, engineers, ecologists, contractors, researchers, and artisans who are skilled in specialized restoration and preservation. In 2017 and 2018, \$47,500 was granted to 26 recipients.

Historic Properties

Heritage Planning and Facilities Divisions, together with community partner organizations such as the Heritage London Foundation and the First Hussars, continues to conserve 14 municipally-owned historic properties (including Eldon House, Elsie Perrin Williams Estate, Grosvenor Lodge and #1 Dundas Street) for current and long-term public use while providing employment opportunities for heritage tradespeople and local businesses.

Historic Bridges

London’s Blackfriars Bridge is recognized as a nationally-significant cultural heritage resource. It is a rare example of a wrought iron bowstring arch-truss bridge. Following the completion of a Municipal Class Environmental Assessment, it was decided that the 142-year-old wrought iron structure would be rehabilitated to bring it into compliance with current design requirements while recognizing and retaining as much of the heritage attributes as possible. The King Street Bridge was also designated as a heritage bridge in 2016.



Historical interpreters at Eldon House, the City of London's oldest heritage home.

(Photo by Joe O'Neil)

Eldon House. London's Oldest Residence.

A new independent Eldon House Municipal Service Board of the City of London was created in January 2013, to administer the City's historical home and collection. It was an opportunity to actualize its full potential and engage in proactive stewardship over the integrity of the house, its property, and its artifacts, going forward.

Eldon House is the best example of a fully furnished Victorian home in Canada. Located at the Forks of the Thames, Eldon House was built for founding Londoners John and Amelia Harris, who moved to the region in September 1834. Eldon House was gifted to the City of London as a historic site by the Harris family through the Harris Agreement, dated August 23, 1960.

Over the last five years, substantial renovations to Eldon House have taken place, including the roof of Eldon House and the roof and washrooms of the Interpretive Centre, as well as restoration of historic windows and completion of substantial interior repairs. A series of conservation projects have been enacted to restore and safeguard elements of the cultural property, as part of the museum's commitment to preserve and protect the collection for future generations.



Attendance for
Eldon House in
2016 was **10,805**
and in 2017
was **11,076**



Dr. Mark Tovey (left) interviews Leslie Brock (right) in Thornwood, one of London's oldest homes.

(Photo by Gerald Brock)

Interpreting Our History

Preserving our heritage goes beyond just the physical buildings in our neighbourhoods; It also includes the stories we tell.

Oral History

Dr. Mark Tovey has interviewed more than thirty Londoners living in the Victorian neighbourhoods surrounding Oxford and Richmond Streets. Dr. Tovey is a Postdoctoral Fellow in Public History at Western University working in partnership with the Culture Office at the City of London. Upon completion of his project, it will be possible to wander this part of London with a phone and hear stories of this area in the voices of the people who experienced them.

Interpretive Signage

The City's Culture Office and Communications Division have worked through the London Advisory Committee for Heritage (LACH) with many heritage partners (including, but not limited to, the LPL Historic Sites Committee, the London Heritage Council, Parks Planning, Environmental and Engineering Services and Downtown London) to create a series of Cultural Heritage

Interpretive Signage. To date, the following signage has been created and installed:

- Burr ridge Block
- Historical Bicycle Signage
- Hunt Mill
- Richmond Row
- Whiskey Row

Plaques

The volunteer Historic Sites Committee (HSC) of the London Public Library Board erects plaques, commemorating buildings, places, and people of local significance. Since 1970, the HSC has erected 74 plaques, and in 2016, London's oil industry and Dr. Edwin Seaborn were subject to plaque recognition.

WHAT'S NEXT?

CULTURAL HERITAGE INTERPRETIVE SIGNAGE

In 2017, the Culture Office worked with Parks Planning and the LHC to complete an inventory of the cultural heritage interpretive signage along the Thames River. This list will be used to identify new cultural heritage interpretive signage related to the Thames Valley Corridor Plan, such as mill sites, that could be developed in partnership with the LPL Historic Sites Committee.



London celebrated Canada's 150th with balloons – and a five-day festival
(Photo by Craig Glover)

Canada 150 London

High-impact, maximum participation projects create positive experiences.

The London Heritage Council housed the Canada 150 Coordinator for almost three years. In partnership with the City of London, celebratory signature Canada 150 events were hosted:

1. New Year's Eve (December 2016 & 2017)
2. Earth Day 150 (April 2017)
3. SesquiFest (June 29 to July 3, 2017)
4. Trails Open London Celebration (October 2017)

The Canada Day Joint Passport Program connected multiple Canada Day celebrations in London, including London Celebrates Canada at Harris Park, East London Optimists, Fanshawe Pioneer Village, Museum London, Eldon House and London Children's Museum. This, combined with festivities downtown, created a Canada Day that will go down in history. The London Heritage Council was successful with a joint application to Canadian Heritage for these festivities, and many of these partners are joining the London Heritage Council for future collaborative grant applications related to Canada Day.



Newcomers to Canada explore the Museum of Ontario Archaeology's village palisades.

(Photo by Ryan Hunt)



266 Citizen Culture passes for new citizens (2017)

80 Citizen Culture passes for newcomers (2017)

50,043 Immigration Portal visits and **3,783** visits to the LMLIP section of the Immigration Portal (2017)



DID YOU KNOW?

London is home to 83,770 immigrants, 22% of the total population.

Top non-official languages spoken in London: Arabic, Spanish and Mandarin.

Source: Stats Can 2016

London is a Welcoming City

Our community is stronger when all people can take part in all aspects of culture in economic, civic, and social life.

London's Cultural Prosperity Plan is guided by the principles of inclusion and creating neighbourhoods that prosper because everyone feels welcomed. The 2017 Canada Immigration Plan enables close to 1M people to immigrate to Canada by 2020.

The London & Middlesex Local Immigration Partnership (LMLIP)

The LMLIP is a collaborative community initiative designed to strengthen the role of local and regional communities in serving and integrating immigrants.

The London & Middlesex Local Immigration Portal

immigration.london.ca attracts and retains newcomers to London and Middlesex County and continues to be optimized with newcomer story videos and Google translation capabilities.

Citizen Culture

Created in 2012, Citizen Culture affords newcomers and new Canadians an opportunity to connect with the community through exploring history, art, and culture at 22 participating organizations.

Public Art / Monuments



The Terry Fox Memorial Artwork in Greenway Park includes an array of features designed to commemorate one of Canada's true heroes.

(Photos by London Arts Council and City of London)



Kids using the public splash pad in Ivey Park at the Forks of the Thames River.

(Photo by Paul Lambert)

Revealing London's Identity

Landmarks and meeting places that speak of history and remind us of greatness

Public art and monuments can challenge us, reflect our values, or simply delight. The primary purpose of the City of London's Public Art/Monument Policy, which guides the Public Art/Monument Program, is to provide a mechanism through which London acquires and maintains artworks and monuments for public space.

Education and Awareness

The London Arts Council (LAC), in partnership with the Culture Office in 2017, held London's first ever Public Art Symposium at Museum London, Innovation Works, and TAP Centre for Creativity. Bringing in artists, policy-makers and public art administrators from across Canada and the United States,

the three-day event examined how public art is being made, curated and consumed. Over 20 artists of varying disciplines including visual arts, theatre, music, culinary arts, digital media and more, performed and exhibited at the symposium.

Community-Inspired Public Art Projects

In collaboration with a City of London Heritage Planner, the City of London Culture Office and the LAC, 12 professional artists were commissioned to create a colouring book featuring London's architectural, cultural and historical landmarks.

Traffic Signal Wraps

Together with the City of London's Roads and Transportation Division, the LAC purchased digital reproductions of local artwork to be printed on vinyl wraps and attached to various traffic signal boxes at municipal streetlights and intersections.

Maintenance and Restoration

In collaboration with the Facilities and Finance Divisions, the Culture Office puts a concentrated effort into the maintenance and restoration of newly commissioned as well as existing Public Art and Monuments.

Maintenance

In 2017, 10 condition studies of Public Art/Monuments were completed as part of the City's annual Lifecycle Maintenance Program. These works were then built into the lifecycle maintenance program to ensure ongoing upkeep.

- Carolinian Forest Tree (City Hall)
- Don Guard Memorial (Jesse Davidson Park)
- Holy Roller (Victoria Park)
- King George Plaque (Victoria Park)
- London Wall (Ivey Park)
- Pro Patria (Victoria Park)
- Pump House Stone (Springbank Park)
- Release (Reginald Cooper Square)
- The Sentinel (Mitchell A. Baran Park)
- SOHO Benches (Meredith Park)

Restoration

In 2017, restoration work was done on twelve Public Art/Monument assets including:

- 3 War Cannons (Victoria Park)
- Canadian Veterans Memorial (Victoria Park)
- The Cenotaph (Victoria Park)
- Don Guard Memorial (Jesse Davidson Park)
- Good Hands (Ivey Park)
- Holy Roller (Victoria Park)
- Japanese Centennial Sculpture (Reginald Cooper Square)
- King George Plaque (Victoria Plaque)
- London Wall (Ivey Park)
- London Women's Monument (Victoria Park)

Restoration Gaining Momentum

Victoria Park Cenotaph

The City of London leveraged a substantial amount of funding through the Canada 150 Community Infrastructure Program and Veterans Affairs Canada as well as from the Royal Canadian Legion fundraising campaign to restore the Victoria Park Cenotaph. This included the restoration of the original limestone veneer structure, inner concrete core repair and waterproofing the monument and areas of segregation.

Simcoe School War Memorial

The Culture Office worked together with the LHC, Heritage Planners and Parks Planning to consult with Goodwill Industries, the SoHo Community Association, historians, the general public and the military in preparation for the refurbishment of the Simcoe School War Memorial Stone and its relocation to a new parquet developed on Simcoe Street. Currently located across the street at 241 Simcoe Street, this Memorial commemorates former students of Simcoe School (also known as Governor Simcoe School) who passed away while serving for the Canadian Armed Forces in WWI.

The LAV III Monument

The purchase of the LAV III Monument, and its placement at Wolseley Barracks in conjunction with the Royal Canadian Regiment (RCR) Museum, was approved by Council in order to preserve and honour the legacy of London's Veterans and their sacrifices. The London Heritage Council (LHC) provided assistance to the Culture Office for this project, including research about the LAV III, evaluation of proposed sites, and key stakeholder consultations. The LAV IIIs used by the Canadian Army are receiving an upgrade by General Dynamics Land Systems as part of the LAV III Monument project. Leftover turrets and hulls are welded together at Militex Coatings Inc. by Fanshawe College students.

- 1 Victoria Park Cenotaph.
- 2 Simcoe School War Memorial Stone.
- 3 World War II Sherman Tank, The "Holy Roller," in Victoria Park.



WHAT'S NEXT?

PUBLIC ART PROJECTS

The City of London Culture Office and the LAC will continue to administer the commissioning of large-scale public art projects, which are on City of London property or negotiated with developers as part of height and density bonusing requirements. Currently, work is being undertaken for new public art projects, such as monuments to Residential School Survivors as well as public art projects at the Tricar Azure Condominiums, Bostwick Community Centre and East Lions Community Centre.

Investing in Shared Creative Spaces



A community member experiences an interactive arts installation at TAP Centre for Creativity (formerly The ARTS Project)



Museum London Fall Exhibition Opening Reception.

Museum London Centre at the Forks

Museum London is Southwestern Ontario's leading institution for the collection and presentation of visual art and material culture.

With one of Canada's most significant art collections (5,000+ regional and Canadian works) and one of the most important historical artifact collections in Ontario (45,000 artifacts), Museum London reflects the history of the City of London as an important regional urban centre in Southwestern Ontario.

Renovations that inspire creativity

In September 2017, Museum London launched the Centre at the Forks capital campaign with a goal of

raising \$3.5M to fund a new dynamic learning space that is flexible, innovative and fully accessible.

The renovation reimagines the Museum and will see it double programming space to 4,400 square feet, create a space to accommodate a wide array of community programming, offer visitors new media experiences to increase understanding and connection with our visual landscape, connect the Museum to the river with an expansive, two-story glass wall, construct an outdoor terrace for events on the river side

of the Museum and become fully accessible through the installation of a passenger elevator.

Programming for the future

The Centre will host classes, performances, digital imaging labs and an artist residency program, incubating the next generation of artistic innovation. Through the integration of technology, it will serve as a testing ground for new ideas created in collaboration with community partners.



MUSEUM LONDON 2016

97,755 visitors

14 exhibitions mounted

180+ volunteers contributing 10,398 hours of service

11,729 students hosted for school tours & educational programs

9,174 participants engaged through our public programming

1,792 new supporters

WHAT'S NEXT?

INDIGENOUS LEGACIES PROJECT

Museum London has initiated the Centre at the Forks Indigenous Legacies Project, co-sponsored with Atlohsa Native Family Healing Services and funded by a London Community Foundation, Community Vitality Grant. Drawing on the wealth of First Nations knowledge and talent in London and the region, the project will highlight the history of First Nations in our area and feature contemporary indigenous culture through dance, visual art and music.

London Public Library: Promoting Creativity and Heritage

Since London Public Library's (LPL) official opening in 1895, London's library system has been the cornerstone of culture and connection. Library facilities have been landmarks in the community and regular destinations for people, regardless of circumstance, age or interest. Now, with multiple branches, extensive community partnerships and outreach and an online presence, LPL is a pillar in each neighbourhood and our digital community.

More than a centre of lifelong learning and community building in London, LPL strives to provide exceptional and inspiring public spaces that belong to the community and to continually adapt to meet the needs of an ever-changing community. Here's how LPL does it:

Creative Skills

LPL supports people in gaining the essential skills needed to be successful today and into the future. With the rapid growth of technology, Londoners can access expressions of thought and creativity in multiple formats from their library and look to their library to support their own creativity and knowledge sharing. LPL programs, resources and online resources nurture and support London's growing digital and creative sectors and music- and screen-based industries.

Newcomers

For newcomers to our city, LPL's neighbourhood locations are often the first point of contact, ensuring the first experiences in London are welcoming and provide

connection to the many resources available in our city, such as housing, health care services, immigration issues, library services and classes in citizenship and in English as a second language. Often, the first piece of identification a newcomer has is a library card.

Creative Spaces

LPL is revitalizing branch libraries to ensure that it continues to provide accessible and welcoming spaces throughout the city. The downtown Central Library has undergone a \$4.5 M revitalization to update its functionality, look and feel and has opened its doors to CBC. Also developed at the Central Library and in neighbourhood library locations are Creative Spaces that will offer Londoners access to the tools needed to explore

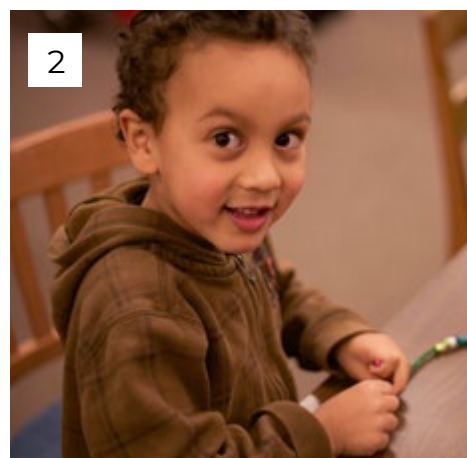
their creativity and to participate fully in a "Culture City".

Wolf Performance Hall

Meeting spaces and Wolf Performance Hall at Central Library have been updated with the latest technology and equipment to support London's professional and creative sectors.

The Ivey Family London Room

Located at the Central Library, this research facility for genealogy and local history contains a wealth of original and secondary source materials on the city of London and the county of Middlesex.





LONDON PUBLIC LIBRARY, ANNUAL IMPACT:

\$102M
in economic impact

\$1,657
in impact for every hour it is open

150,125
Active library card users

2,478,310
In-person visits

3,699,129
Items borrowed

12,835
Program sessions offered

201,178
In program attendance

Source: LPL 2016 annual report and 2014 Economic Impact Study

- 1 Formal and informal cultural events take place regularly in LPL's 16 neighbourhood locations.
- 2 Creative activities are part of the library experience whenever you visit.
- 3 Library programs bring families and neighbourhoods together.
- 4 Theatrical performance at Wolf Performance Hall, a popular venue for film festivals, concert series, lectures, dance and many other performances.

The Library offers space to gather and play and materials to read, listen to and watch while encouraging social connections.



WHAT'S NEXT?

CULTURE/ENTERTAINMENT DISTRICTS

The Music, Entertainment Culture Feasibility Study, developed as a baseline to balance residential and entertainment interests, proposes a policy framework based on location. It was led by the City's Planning and Development Services and involved many key stakeholders such as business owners, residents, industry representatives, Parks and Recreation Services, Development and Compliance, Tourism London, London Arts Council, Downtown London, and Old East Village.

A Healthy Core is London's Cultural Showpiece

As the birthplace of the city, our core is set apart from other neighbourhoods by the richness of its cultural heritage. A key component of London's Cultural Prosperity Plan is to nurture the diverse and vibrant cultural scene in the heart of London.

Our Move Forward

Approved by Council April 14, 2015, *Our Move Forward – London's Downtown Plan* integrates existing heritage and acknowledges the maintenance and creation of activity generators, a foremost consideration.

Centralized Educational Centre

Downtown London will continue to be developed as a regional, national and international education centre. In January 2014, Fanshawe's Centre for Digital and Performance Arts opened downtown and is expected to contribute over \$80M annually to the local economy and bring over 400 students and staff to the downtown. Fanshawe intends to attract 1,400 additional students to the downtown at the former Kingsmill's department store building.

Transformational Project #1

Dundas Place will run from Wellington Street to the Thames River, transforming Dundas Street into a seamless flexible street and linear public space, enabling it to easily transition functions at different times of the year. Dundas Place supports the street's development as a premier destination for cultural programming and entertainment events that can easily merge with adjacent commercial enterprises to create diverse and multi-sensory experiences.

"My Dundas" launch event held on Dundas Street to collect input and ideas for the design of Dundas Place.

(Photo by Ryan Nemis)



Over **80%** of the city-wide office area is downtown; that's more than **303 jobs per hectare**.



The Market at Western Fair District
apple vendors



A Blueprint for Success

The Old East Village (OEV)

The OEV Culture District has been developed through celebrating local talent, supporting resources, and integrating with London's Cultural Prosperity Plan. Through OEV's grassroots approach, the area has developed a multi-layered strategy to support culture. Along with anchor arts and culinary venues—Aeolian Hall, Palace Theatre, the Food Incubator, and EMAC Studio—the OEV also has smaller flex venues and pop-up culture spaces.

OEV's commercial corridor offers spaces for established artists, emerging talent and cultural activities. This approach allows for diverse and accessible arts and culture, enjoyed by Old East Villagers and Londoners alike.

The Market at Western Fair District

The Market at Western Fair District facilitates many cultural activities – locally grown and prepared food offerings, artisanal production and sale and pop-up musical opportunities and events. Arts and culture meets entrepreneurship every Saturday and Sunday, with a chemistry that has provided an environment for small food and artisanal businesses in the OEV to grow onto Dundas Street and throughout the city.

Over the past 5 years, the Market has broadened its cultural activities to include buskers, a greater focus on small scale hand-crafted artisans and ticketed music events, activities which have contributed to its informal reputation as a key London cultural incubator.



Celebrating Culture



Sunfest performer playing the drums in front of a large crowd. In 2017, more than 200,000 people attended the festival.



62,500 attendees gathered in front of Covent Garden Market during the World Figure Skating Championship.

(Source: Tourism London)

Tourism London: Big and Exciting Events Happen Here

Since 2013, London has successfully expanded its festival lineup, attracting a string of high-profile major events.

2013: World Figure Skating Championship

The World Figure Skating Championship was broadcast internationally and received worldwide attention. The total economic activity for the local economy was estimated to be \$32.1M. The week-long event drew 62,500 attendees, with the average overnight visitor spending 6.3 nights in London.

2015: Two new grassroots festivals

A Fest and London Ska Fest, each focused on a specific genre of music, serviced a need within the community

and provided local talent opportunities.

2016: Three new festivals

In response to a demand for niche event programming, Trackside, London Blues Fest and London Beatles Fest were created. This intensification of an already vigorous festival season is evidence of a growing music sector in London.

2016: Country Music Week

In September 2016, London's largest non-sporting event ever was broadcast nationally.

Hosted by Tourism London, the city delivered \$8.4M in economic activity to the Province of Ontario.

2017: SesquiFest

The centrepiece of Canada 150 London was a five-day outdoor celebration, led by the Culture Office and the London Heritage Council, designed to harness the spirit of nationalism. The festival included a First Nations gathering, a Pop-up City, an Explore Tent, multiple live music stages, multicultural food and performances, a skating rink and dozens of artisans and vendors.



Number of indoor events increased from 640 (2014) to 646 (2015), with attendance rising from 1.8 million (2014) to 2 million (2015)

Number of outdoor events increased from 345 (2014) to 365 (2015), with attendance rising from 767,000 (2014) to 859,000 (2015)

JUNO 2019

\$10 million+ impact on London economy

(Source: Tourism London)



SESQUIFEST:

48,000 attendees

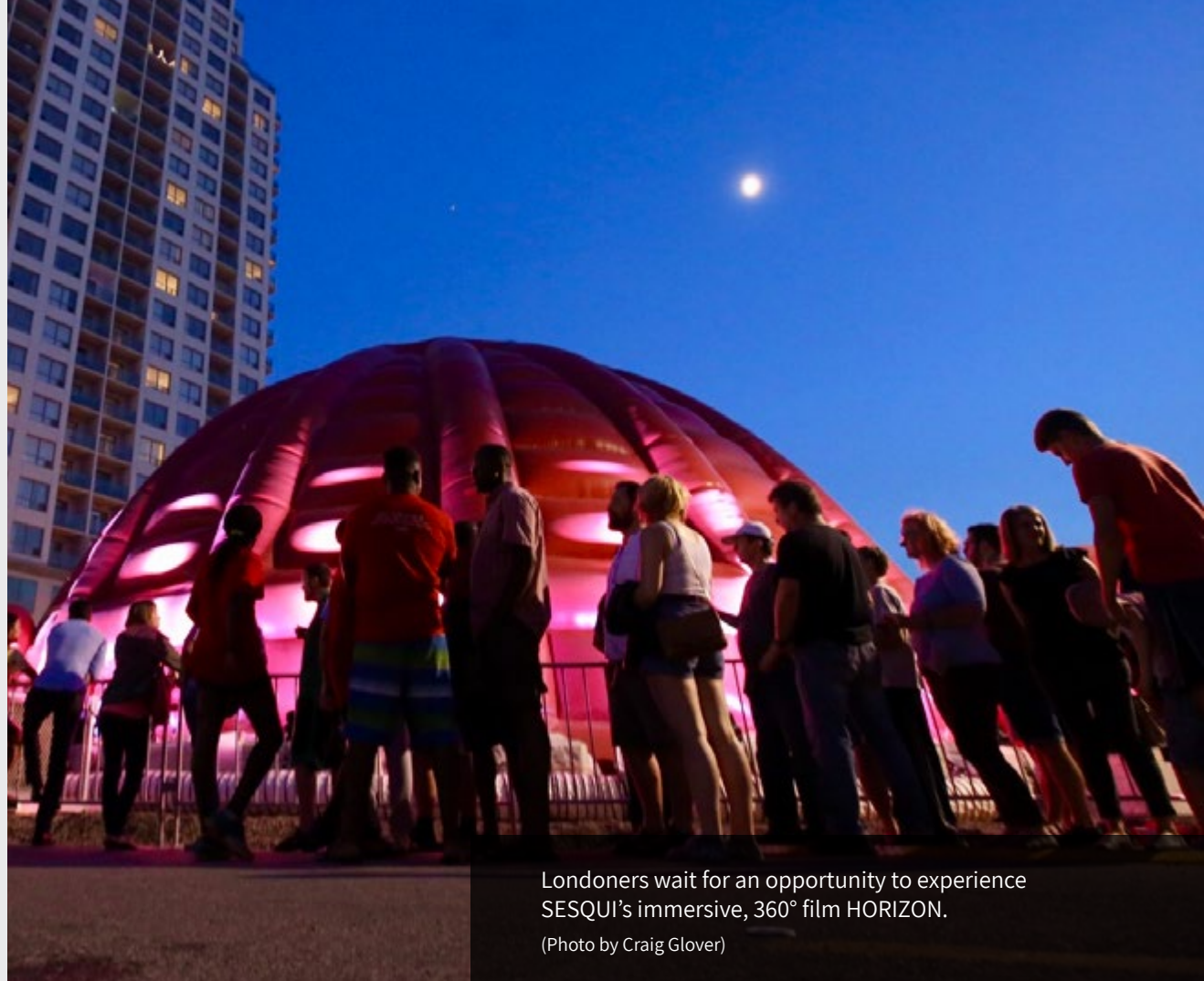
55 musical groups

21 multicultural groups

53 partnerships

782,467 impressions on social media

Source: SesquiFest (2017)



Londoners wait for an opportunity to experience SESQUI's immersive, 360° film HORIZON.

(Photo by Craig Glover)



COUNTRY MUSIC WEEK:

18,500 music fans and industry professionals

More than 4,900 people from outside London

Over 7,800 attendees at Country Music Week and the 2016 CCMA Awards Show

(Source: Canadian Sport Tourism Alliance Economic Impact Assessment)



A variety of Canadian country musicians performing during Canadian Country Music Week.

(Photo by Mike Homer)

Mike Homer

Festivals that Define Us

Since 2015, CAIP has included a Development Acceleration Stream of granting, which has provided a significant increase in investment to six mid-size arts organizations to increase capacity and focus on expanded programming. Three of these organizations host major festivals in London during the summer season.



(Photo provided by the City of London)

Sunfest

Organized by the London Committee For Cross-Cultural Arts Inc, Sunfest features thoughtful, innovative global arts programming. It aspires to hold a mirror up to its community in order to reflect the diversity and vitality of London's burgeoning multicultural population.

CAIP ACCELERATION
STREAM FUNDING
FOR SUNFEST:

\$50,000 in 2017



(Photo by Valter Daghetti)

Home County Music and Art Festival

The Home County Folk League enriches and supports the cultural life of London's four-county community (Elgin, Huron, Middlesex, Oxford) through Canadian roots-oriented music and original crafts and art at the annual summer festival and events throughout the year. In all their work, they ensure socially responsible choices and environmental leadership.

CAIP ACCELERATION
STREAM FUNDING
FOR HOME COUNTY
FOLK LEAGUE:

\$40,000 in 2017



(Photo by Mikolai Kawai)

The London Fringe Theatre Festival

The London Fringe Theatre Festival is dedicated to the promotion, production and prosperity of independent artists. It creates a unique and inclusive environment where the arts will be enjoyed in the present and developed for the future.

CAIP ACCELERATION
STREAM FUNDING
FOR FRINGE LONDON
THEATRE FESTIVAL:

\$55,000 in 2017

EVENTS IN LONDON 2018

The Province of Ontario is supporting over 300 festivals and events, creating jobs and vibrant communities. Here's what was supported in London:

1. 2018 Trackside Music Festival: June 30-July 1, 2018
2. TD Sunfest Caribbean Roots, Riddims & Reggae 2018: July 5-8, 2018
3. 2018 Rock the Park, 15th Anniversary: July 11-14, 2018
4. Forest City Beer Fest, Flight Pass Enhancement Project: August 10-11, 2018
5. London Bluesfest: August 2-26, 2018
6. The London Beatles Festival: September 21-23, 2018

Canada Day London received federal funds for events at Harris Park, Children's Museum, Museum London, Fanshawe Pioneer Village and East London.



Woodfield Street Fair.
(Photo by Kyle Gonyou)



Bringing Neighbourhoods to Life

Residents are the source of cultural vibrancy in all neighbourhoods.

Neighbourhoods are one of London's key cultural assets, serving as the dynamic backdrop to the drama of everyday life and providing the spaces where chance connections are made and creative ideas thrive.

Under the Cultural Prosperity Plan's Strategic Direction 1.0 – (Strengthen Culture to Build Economic Prosperity), objective six was “Expand existing investment mechanisms for local cultural organizations and talent”. The SPARKS! Neighbourhood Matching Fund was one of those existing investment mechanisms, and in 2017, it expanded to become Neighbourhood Decision Making, growing from a budget of \$50,000 per year to \$250,000 per year.

A Community Vote

The Neighbourhood Decision Making funding program is designed to unleash the potential of all residents to make their neighbourhoods culturally vibrant, beautiful and connected places. This program offers a total of \$250,000 to residents across the city by asking for their ideas to make their neighbourhoods even better. The parameters for this funding are very broad, allowing for innovative ideas that may not fit into other types of arts, cultural or heritage funding programs. After all the ideas are received and vetted for feasibility, they are put back out to the public for a community vote.

In the first two years of the program, multiple cultural projects have been funded. These include a community movie theatre in Glen Cairn, murals on utility boxes in Ward 13, clay mosaics along Dundas Street in Old East Village, South London Canada Day Celebration, and an outdoor piano in Market Lane.



DID YOU KNOW?

Woodfield was recognized by the Canadian Institute of Planners as 2016 Great Places in Canada Winner – Neighbourhood.



Statue of Dr. Frederick Banting at Banting House National Historic Site Canada, the birthplace of insulin.

SIR FREDERICK GRANT BANTING

M.D. M.C. F.R.S. LL.D.

NOVEMBER 14, 1891 — FEBRUARY 21, 1941

Outcomes of London's Cultural Prosperity Plan

Culture is a life experience for everyone, and as the City of London continues to make the economic case for culture, we're proud to have achieved the following outcomes of London's Cultural Prosperity Plan:

- Culture has been recognized as an important contributor to London's employment and talent attraction/retention.
- Continued investment in culture, particularly in the arts, resulting in increased leveraging of additional funding through other sources.
- Creativity has been fostered through cultural programming, interpretation, promotion and place-making.
- The City's cultural heritage and art assets and knowledge are being maintained and conserved.
- Londoners can appreciate and take pride in the city's rich culture and identity.

Thank you to the City of London's Cultural Partners

Culture plays a crucial role in the city's identity and prosperity. When we work together and continue to invest in culture, we achieve great things for London. The Culture Office would like to thank its cultural partners.

- 1 Performer singing and playing guitar at Home County Music and Art Festival.
(Photo by Valter Daghetti)
- 2 The Fourth Battalion of The Royal Canadian Regiment (RCR) marches in the parade square of historic Wolseley Barracks during The RCR's Open House in May 2018.
(Photo courtesy of The Royal Canadian Regiment Museum)
- 3 Newcomers to Canada explore the Museum of Ontario Archaeology's longhouse and learn about Canada's First Peoples.
(Photo by Ryan Hunt)





City of London

300 Dufferin Avenue,
London ON Canada
519 661-CITY (2489) ext. 5475

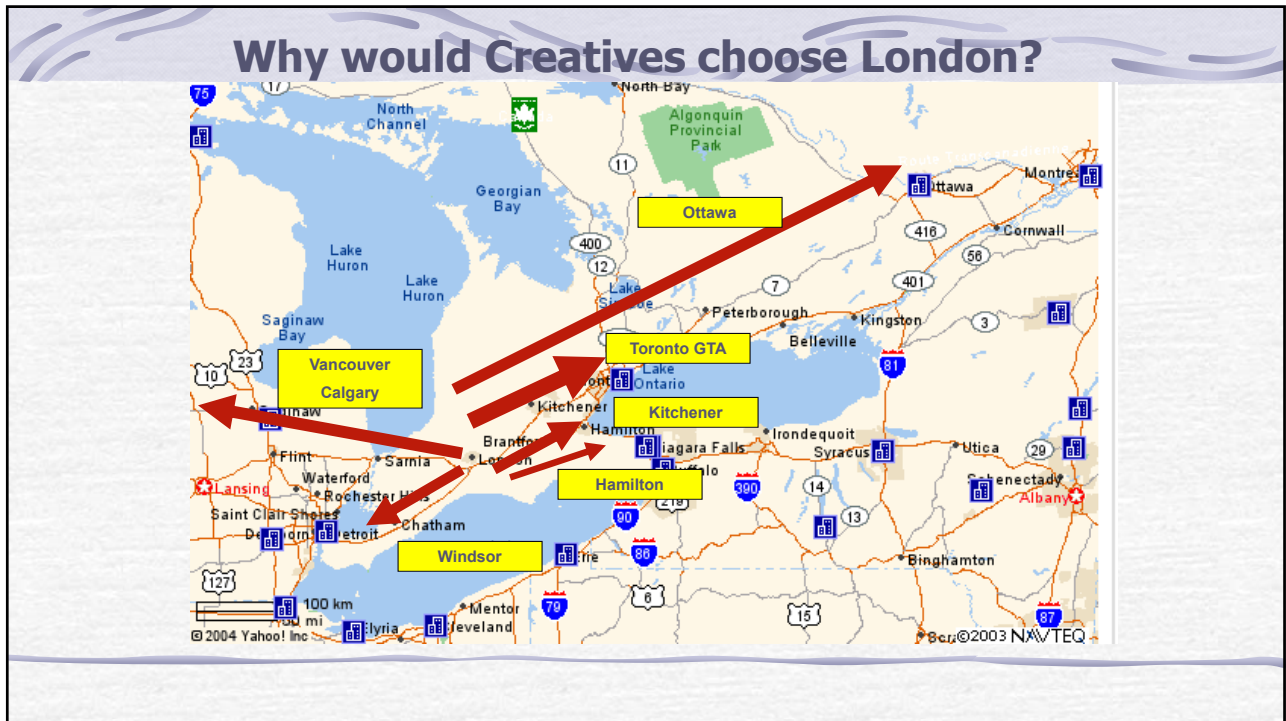
www.londonculture.ca

www.londonarts.ca

www.londonheritage.ca

cultureplan@london.ca



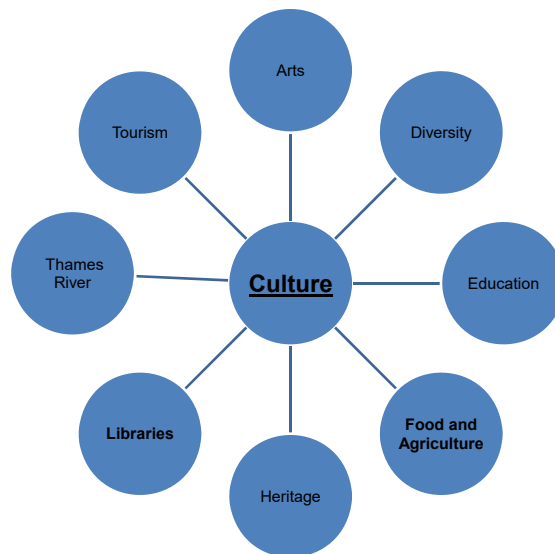




Vision





Culture is at the heart of our thriving and vibrant city and plays an important role in:


- building economic and community growth
 - attracting and retaining talent
- informing municipal decision making processes
- elevating London as a Regional cultural centre



LONDON CITY OF OPPORTUNITY


Cultural Prosperity Plan Strategic Directives

- 1. Strengthen Culture to Build Economic Prosperity**

- 2. Support Cultural Programming**

- 3. Leverage London's Cultural Assets**

- 4. Celebrate and Promote Culture**




LONDON CITY OF OPPORTUNITY

4. London's Culture Profile





LONDON CITY OF OPPORTUNITY

Where are we now with Implementation?

- All Strategic Directives and Objectives have been actioned
 - The economic case for culture has been made

London CANADA



Where are we now with Implementation?

- Creativity is being fostered through cultural programming and place-making
- An inclusive, welcoming atmosphere is being created
- Cultural assets are being maintained
- Awareness of culture is being built



The Culture Plan Aligns With London's Other Strategies





LONDON MUSIC CENSUS (2016)

- 875 post secondary students studying music
- \$7million in song writing royalties earned (2015)
- 55 live music venues (2018)
- Total seating capacity at venues, 57,000
- 4,620 live shows (2015)
- 17 commercial recording studios



Our City, Our Culture





Our City, Our Culture Highlights

- Investing in Culture Builds Economic Prosperity
- Animating London through the Arts
- Honouring Indigenous and First Nations
- Preserving our Heritage. Telling our Stories
- Public Art / Monuments
- Investing in Shared Creative Spaces
- A Healthy Core is our Cultural Showpiece
- Celebrating Culture

17



Where are we going?

London's Cultural Prosperity Plan will be enhanced through key areas of focus:

- A balance between cultural initiatives that enhance quality of life with those that have direct economic benefit
- Investment in cultural industries
- Support to creative jobs and training
- Telling the stories of all Londoners
- Creative facilities/spaces investment





Vision for London's Creative Future?

- A vibrant city attracts and retains creative talent
- Culture is for Londoners, it tells our story
- Thank you to our key partners and cultural community - who continue to build upon their achievements



DEFERRED MATTERS

COMMUNITY AND PROTECTIVE SERVICES COMMITTEE

as of February 11, 2019

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
1.	<p><u>Request for Naming of Vimy Ridge Park</u> That the following actions be taken with respect to the request for naming of Vimy Ridge Park:</p> <p>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;</p> <p>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,</p> <p>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
2.	<p><u>2nd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee</u> 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</p>	February 21, 2018	TBD	C. Saunders	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	noted that the DIAAC received the attached presentation from K. Koltun, Government and External Relations Office, with respect to the Diverse Voices for Change Initiative and the related committee census information; and,				
3.	<p><u>Salvation Army Commissioning</u> 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	
4.	<p><u>4th Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee</u> c) the City Clerk BE REQUESTED to undertake a review of the potential provision of child minding for Advisory Committees and to report back to the appropriate standing committee</p>	April 4, 2018	2018	B. Coxhead C. Saunders	
5.	<p><u>Naloxone Kits at City-owned AED Machines</u> That the following actions be taken with respect to incorporation of Naloxone Kits at Automated External Defibrillator (AED) machine locations in the City of London: b) the Civic Administration BE DIRECTED to report back by the Fall of 2018, with a proposed implementation plan and associated costs related to: i) installation of two naloxone kits at every Automated External Defibrillator (AED) location in City-owned and operated facilities; ii) training of staff with respect to the naloxone kits; iii) placement of appropriate signage at the locations; iv) outreach with community partners for the provision of the collection of data related to the usage of the kits; and,</p>	May 29, 2018	Fall 2018	M. Hayward S. Stafford A.L. Barbon S. Datars Bere	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	v) undertaking the necessary arrangements and the holding of public "town hall" meetings to inform and educate regarding the proposed initiative; it being noted that a communication from Councillor P. Squire was received, with respect to this matter.				
6.	<p><u>7th Report of the Accessibility Advisory Committee</u> That the following actions be taken with respect to the 7th Report of the Accessibility Advisory Committee from its meeting held on July 26, 2018:</p> <p>a) the motion from the Policy Sub-Committee report, from the meeting held on July 10, 2018, with respect to Municipal Council being requested to fully endorse the Outdoor Event Guide, in its entirety, and require that all events held on city-owned land be required to implement all points BE REFERRED to the Civic Administration for review and a report back to the Community and Protective Services Committee in enough time for possible implementation prior to the next events season;</p>	August 14, 2018	TBD	J.P. McGonigle	
7.	<p><u>Mayor's Meeting With the Accessibility Advisory Committee – Update</u> That the following actions be taken with respect to the correspondence from Mayor M. Brown regarding his meeting on June 28, 2018 with members of the Accessibility Advisory Committee:</p> <p>b) the remainder of the above-noted correspondence BE REFERRED to the Civic Administration in order to report back to the Community and Protective Services Committee as soon as possible related to the request(s), including, but not limited to, potential timelines and resource implications.</p>	August 14, 2018	TBD	L. Livingstone S. Datars Bere C. Saunders G. Kotsifas J. Fleming S. Stafford M. Hayward B. Card M. Daley K. Scherr B. Coxhead A.L. Barbon	
8.	<p><u>Municipal Implementation of Legalized Cannabis - Cannabis Licence Act, 2018</u> That, on the recommendation of the Director of Community and Economic Innovation, with the concurrence of the City Manager, the following actions be taken with respect to the municipal implementation of legalized cannabis:</p> <p>d) the Civic Administration BE DIRECTED to continue monitor impacts associated with recreational</p>	December 10, 2018	TBD	R. Wilcox M. Hayward	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	cannabis and report back to the Community and Protective Services Committee no later than April 2020				
9.	<p><u>Administrative Monetary Penalty By-law</u> That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to an Administrative Monetary By-law:</p> <p>d) the Civic Administration BE DIRECTED to report back to the Community and Protective Services Committee with information following the initial 12 month implementation period;</p> <p>e) the Civic Administration BE REQUESTED to report back after the 12 month period with respect to proposals for implementing the Administrative Monetary Penalty System for other by-laws and what the financial implications would be;</p> <p>f) the Civic Administration BE REQUESTED to investigate and report back to the Community and Protective Services Committee, as soon as possible, with available technology options to limit barriers to people living with disabilities;</p>	December 10, 2018	TBD	G. Kotsifas A. Drost	
10.	<p><u>Towing Services Review</u> That the communication, as appended to the agenda, from Councillor S. Lewis, with respect to a request for a draft by-law related to the towing industry, BE REFERRED to the Civic Administration for a review and consultation with the industry as well as with law enforcement agencies, including the London Police Service and Ontario Provincial Police, along with a report back to the Community and Protective Services Committee as to whether or not a by-law is required; it being noted that the delegation requests from T. Whitworth and F. Ibrahim, as included on the Added Agenda, will be referred to the above-noted consultation.</p>	January 22, 2019	TBD	G. Kotsifas O. Katolyk	

Animal Welfare Advisory Committee

Report

2nd Meeting of the Animal Welfare Advisory Committee
February 7, 2019
Committee Room #4

Attendance PRESENT: W. Brown (Chair), K. Ashe, H. de Hoog, P. Lystar, M. Morris, M. Toplack; and P. Shack (Secretary)

REGRETS: A. Cheng, A. Evans, A. Hayes and D. Simpson

ALSO PRESENT: R. Oke

The meeting was called to order at 5:10 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 1st Report of the Animal Welfare Advisory Committee

That it BE NOTED that the 1st Report of the Animal Welfare Advisory Committee, from its meeting held on January 3, 2019, was received.

3.2 Municipal Council Resolution regarding actions be taken with respect to potential changes to the Site Plan Control By-law with respect to bird-friendly development

That it BE NOTED that the Municipal Council Resolution adopted at its meeting held on January 29, 2019, with respect to potential changes to the Site Plan Control By-law with respect to bird-friendly development, was received.

4. Sub-Committees and Working Groups

4.1 Chaining/Tethering of Dogs

That the Chaining/Tethering of Dogs discussion, BE DEFERRED to a future meeting of the Animal Welfare Advisory Committee.

4.2 2018 Work Plan

That the 2018 Work Plan discussion, BE DEFERRED to a future meeting of the Animal Welfare Advisory Committee.

4.3 ReThink Zoning Draft Terms of Reference

That it BE NOTED that a general discussion was held, with respect to the ReThink Zoning Draft Terms of Reference.

5. Items for Discussion

None.

6. Deferred Matters/Additional Business

6.1 (ADDED) Resignation - A. Cheng

That it BE NOTED that a communication dated February 5, 2019, from A. Cheng with respect to his resignation from the Animal Welfare Advisory Committee, was received.

7. Adjournment

The meeting adjourned at 5:45 PM.