

Community and Protective Services Committee

Report

The 3rd Meeting of the Community and Protective Services Committee
February 19, 2020

PRESENT: Councillors S. Lewis (Chair), M. van Holst, M. Salih, P. Squire, S. Hillier, Mayor E. Holder

ALSO PRESENT: Councillor E. Pelozza; J. Bunn, H. Chapman, C. Cooper, S. Datars Bere, A. Dunbar, K. Dickins, K. Gonyou, O. Katolyk, G. Kotsifas, N. Musicco, D. O'Brien, D. Postie, M. Ribera, M. Schulthess, C. Smith, S. Stafford, J. Tansley

1. Disclosures of Pecuniary Interest

Mayor E. Holder discloses a pecuniary interest in Item 4.1 of the 3rd Report of the Community and Protective Services Committee, having to do with Cost Recovery for Fire Services - Third Party Cost Recovery - Fire Marque, by indicating that his son is a City of London firefighter.

Councillor M. Salih discloses a pecuniary interest in Item 5.3 of the 3rd Report of the Community and Protective Services Committee, having to do with an Agreement for London and Middlesex Local Immigration Partnership with Immigration, Refugees and Citizenship Canada, by indicating that he is an employee of the Canadian Border Services Agency.

2. Consent

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

That Items 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.11 and 2.12 BE APPROVED.

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

Motion Passed (6 to 0)

2.1 1st Report of the Accessibility Advisory Committee

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

That the following actions be taken with respect to the 1st Report of the Accessibility Advisory Committee, from the meeting held on January 23, 2020:

- a) the attached 2020 Work Plan for the Accessibility Advisory Committee BE APPROVED; and,
- b) clauses 1.1, 1.2, 2.1 to 2.3, 3.1, 3.2, 4.1, 5.1 and 5.2, BE RECEIVED.

Motion Passed

2.2 Implementation of the Community Mental Health and Addictions Strategy

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

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the report by the Ivey International Centre for Health Innovation with respect to the Implementation of London's Community Mental Health and Addictions Strategy, as appended to the staff report dated February 19, 2020, BE RECEIVED. (2020-S12)

Motion Passed

2.3 Ontario Works Employment Innovations Purchase of Service Agreement - London Circles Initiative

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

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 19, 2020, BE INTRODUCED at the Municipal Council meeting to be held on March 2, 2020, to:

- a) approve the Agreement, as appended to the above-noted by-law, between The Corporation of the City of London and Goodwill Industries Ontario Great Lakes, for the delivery of the London Circles Initiative; and,
- b) authorize the Mayor and the City Clerk to execute the above-noted Agreement. (2020-S17)

Motion Passed

2.4 Coordinated Informed Response - Year End Update

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

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the staff report dated February 19, 2020, with respect to a year-end update on Coordinated Informed Response, BE RECEIVED. (2020-P03)

Motion Passed

2.5 Homeless Prevention CHPI Purchase of Service Agreement Template

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

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 19, 2020, BE INTRODUCED at the Municipal Council meeting to be held on March 2, 2020, to:

- a) approve the Community Homeless Prevention Initiative Purchase of Service Agreement, as appended to the above-noted by-law, as the standard form of agreement with respect to the purchase of homeless prevention services by The Corporation of the City of London for programs funded through the Ontario Community Homeless Prevention Initiative;
- b) delegate authority to the Managing Director, Housing, Social Services and Dearness Home, or their written designate, to execute Community Homeless Prevention Initiative Purchase of Service

Agreements with Service Providers, employing the above-noted standard form Agreement, that do not require additional funding or are provided for in the City's current budget, and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London with no further approval required from the Municipal Council; and,

- c) repeal By-law No. A.-6955-156. (2020-S11)

Motion Passed

2.6 Homeless Prevention Standard Form Agreement for Tenant Placement

Moved by: E. Holder

Seconded by: M. Salih

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 19, 2020, BE INTRODUCED at the Municipal Council meeting to be held on March 2, 2020, to:

- a) authorize and approve a standard form Tenant Placement Agreement, as appended to the above-noted by-law, to be entered into between The Corporation of the City of London and various housing providers for City of London homeless prevention initiatives, as approved by the Municipal Council as part of the City of London's annual budget approval process; and,
- b) delegate authority to the Managing Director, Housing, Social Services and Dearness Home, or written designate, to execute Tenant Placement Agreements with housing providers employing the above-noted Agreement. (2020-S11)

Motion Passed

2.7 Ontario Labour Market Partnership Agreement - Market Research Increased Labour Market Participation in the London Economic Region

Moved by: E. Holder

Seconded by: M. Salih

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 19, 2020, BE INTRODUCED at the Municipal Council meeting to be held on March 2, 2020, to:

- a) authorize and approve the Ontario Labour Market Partnership (OLMP) Agreement, as appended to the above-noted by-law, between her Majesty the Queen in Right of Ontario, as represented by the Minister of Labour, Training and Skills Development and The Corporation of the City of London for the delivery of market research "Increased Labour Market Participation in the London Economic Region";
- b) authorize the Mayor and the City Clerk to execute the above-noted Agreement;
- c) delegate authority to the Managing Director, Housing, Social Services and Dearness Home to approve any further amendments to the above-noted Agreement;
- d) authorize the Managing Director, Housing, Social Services and Dearness Home, or written designate, to execute any amendments to the above-noted Agreement; and,

e) delegate authority to the Managing Director, Housing, Social Services and Dearness Home, or written designate, to undertake all the administrative, financial and reporting acts, including signing authority, regarding application forms for funding, budgets, cash flows, other financial reporting, including financial claims, and directions, consents and other authorizations as may be required, provided that the monetary amounts do not exceed the maximum amount of the Ministry of Labour, Training and Skills Department's contribution specified in the above-noted Agreement. (2020-L04A)

Motion Passed

2.8 Ontario Transfer Payment Agreement - Skills Advance Ontario (SAO) - Employment Services for the Manufacturing Sector in London-Middlesex

Moved by: E. Holder

Seconded by: M. Salih

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 19, 2020, BE INTRODUCED at the Municipal Council meeting to be held on March 24, 2020, to:

a) authorize and approve the Ontario Transfer Payment Agreement – Skills Advance Ontario (SAO) – Employment Services for the Manufacturing Sector in London-Middlesex, as appended to the above-noted by-law, between Her Majesty the Queen in Right of Ontario, as represented by the Minister of Labour, and The Corporation of the City of London;

b) authorize the Mayor and the City Clerk to execute the above-noted Agreement;

c) delegate authority to the Managing Director, Housing, Social Services and Dearness Home, to approve any further amendments to the above-noted Agreement if the amendments are substantially in the form of the above-noted Agreement;

d) authorize the Managing Director, Housing, Social Services and Dearness Home, or written designate, to execute any amendments to the above-noted Agreement; and,

e) delegate authority to Managing Director, Housing, Social Services and Dearness Home, or written designate, to undertake all the administrative, financial and reporting acts, including signing authority regarding application forms for funding, budgets, cash flows, other financial reporting, including financial claims and directions, consents and other authorizations as may be required, provided that the monetary amounts do not exceed the maximum amount of the Ministry of Labour, Training and Skills Development's contribution specified in the above-noted Agreement. (2020-L04A)

Motion Passed

2.9 Swimming Pool Fence By-law - Proposed Amendments

Moved by: E. Holder

Seconded by: M. Salih

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be

taken with respect to the staff report dated February 19, 2020 related to proposed amendments to the Swimming Pool Fence By-law:

- a) the Civic Administration BE DIRECTED to prepare amendments to the Swimming Pool Fence By-law to modernize the regulations and enhance public safety and hold a public participation meeting at a future meeting of the Community and Protective Services Committee; and,
- b) the above-noted staff report BE RECEIVED. (2020-P01)

Motion Passed

2.11 Vacant Buildings By-law

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

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to the staff report dated February 19, 2020 related to the Vacant Buildings By-law:

- a) the Civic Administration BE DIRECTED to prepare amendments to the Vacant Buildings By-law to implement a registry of vacant buildings with associated fees and a proactive enforcement protocol and hold a public participation meeting at a future meeting of the Community and Protective Services Committee; and,
- b) the above-noted staff report BE RECEIVED. (2020-P01)

Motion Passed

2.12 Property Standards By-law - Proposed Amendments

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

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to the staff report dated February 19, 2020 related to proposed amendments to the Property Standards By-law:

- a) the Civic Administration BE DIRECTED to prepare amendments to the Property Standards By-law to modernize the regulations and enhance heritage related matters and hold a public participation meeting at a future meeting of the Community and Protective Services Committee; and,
- b) the above-noted staff report BE RECEIVED. (2020-P01)

Motion Passed

2.10 Suppressing Crime Through Business Licensing Regulations - Theft of Gasoline and Scrap Metal

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to the staff report dated February 19, 2020 related to suppressing crime through business licensing regulations for the theft of gasoline and scrap metal:

- a) the Civic Administration BE DIRECTED to continue to consult with the affected Licensees and prepare amendments to the Business Licensing By-law to address the issues of gasoline theft and hold a public participation meeting at a future meeting of the Community and Protective Services Committee;
- b) the Civic Administration BE DIRECTED to continue to consult with the affected Licensees and prepare amendments to the Business Licensing By-law to address the issues of scrap metal theft and hold a public participation meeting at a future meeting of the Community and Protective Services Committee;
- c) the above-noted staff report BE RECEIVED;
- d) the Mayor BE REQUESTED to encourage the provincial government to review the request from the Ontario Association of Chiefs of Police, within the above-noted staff report, to implement a province-wide regulation related to pre-payment technology to counter gas theft in Ontario; and,
- e) the request for delegation, as appended to the agenda, from C. Gelinis, Specialized Recycling Inc., BE REFERRED to the future public participation meeting with respect to this matter;

it being noted that communications from J. Stewart, Canadian Independent Petroleum Marketers Association and C. Gelinis, Specialized Recycling Inc., as appended to the Added Agenda, with respect to this matter, were received. (2020-D21)

Voting Record:

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

Motion to approve parts a), c) and d), above.

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

Motion Passed (6 to 0)

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

Motion to approve part b), above.

Yeas: (5): S. Lewis, M. van Holst, M. Salih, P. Squire, and S. Hillier

Nays: (1): E. Holder

Motion Passed (5 to 1)

Moved by: P. Squire
 Seconded by: S. Hillier

Motion to approve part e), above.

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

Motion Passed (6 to 0)

2.13 Short-Term Accommodations - Proposed Regulations

Moved by: M. van Holst

Seconded by: P. Squire

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to the staff report dated February 19, 2020 related to short-term accommodations:

- a) the Civic Administration BE DIRECTED to amend all necessary by-laws to address short-term accommodations and hold a public participation meeting at a future meeting of the Community and Protective Services Committee;
- b) the Civic Administration BE DIRECTED to continue consulting with short-term accommodation platforms on the further collection of Municipal Accommodation Tax; and,
- c) the above-noted staff report BE RECEIVED;

it being noted that a communication from G. Webster, as appended to the Added Agenda, as well as the attached presentation from N. Musicco, Specialist I, Municipal Policy, with respect to this matter, were received. (2020-F21/P01)

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

Motion Passed (6 to 0)

3. Scheduled Items

3.1 1st Report of the Community Safety and Crime Prevention Advisory Committee

Moved by: M. Salih

Seconded by: E. Holder

That the following actions be taken with respect to the 1st Report of the Community Safety and Crime Prevention Advisory Committee (CSCP), from the meeting held on January 23, 2020:

- a) the above-noted Report of the CSCP BE RECEIVED AND FILED; and,
- b) representatives from the London Police Services and Corporate Security for the City of London BE INVITED to a future meeting of the CSCP to discuss safety matters.

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

Motion Passed (6 to 0)

4. Items for Direction

4.1 Councillor E. Pelosa - Cost Recovery for Fire Services - Third Party Cost Recovery - Fire Marque

Moved by: S. Hillier

Seconded by: M. van Holst

That the Civic Administration BE DIRECTED to investigate and report back to a future meeting of the Community and Protective Services Committee in Q2 2020 with respect to opportunities for, and the viability of, cost recovery for fire-related responses through property owners'

insurance; it being noted that a communication, dated January 28, 2020, from Councillor E. Pelozza, with respect to this matter, was received. (2020-P16/F21)

Yeas: (4): S. Lewis, M. van Holst, P. Squire, and S. Hillier

Nays: (1): M. Salih

Absent: (1): E. Holder

Motion Passed (4 to 1)

4.2 Councillor M. van Holst - Conestoga Hut Pilot

Moved by: M. van Holst

Seconded by: S. Lewis

That the Civic Administration BE DIRECTED to report back to the Community and Protective Services Committee, by April 28, 2020, with respect to a plan to pilot a small number of Conestoga Huts; it being noted that a communication, dated February 9, 2020, from Councillor M. van Holst, with respect to this matter, was received. (2020-S11)

Yeas: (5): S. Lewis, M. van Holst, M. Salih, P. Squire, and S. Hillier

Absent: (1): E. Holder

Motion Passed (5 to 0)

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

Moved by: P. Squire

Seconded by: M. van Holst

That the Deferred Matters List for the Community and Protective Services Committee, as at January 17, 2020, BE RECEIVED.

Yeas: (5): S. Lewis, M. van Holst, M. Salih, P. Squire, and S. Hillier

Absent: (1): E. Holder

Motion Passed (5 to 0)

5.2 (ADDED) 3rd Report of the Animal Welfare Advisory Committee

Moved by: M. Salih

Seconded by: S. Hillier

That the following actions be taken with respect to the 3rd Report of the Animal Welfare Advisory Committee, from its meeting held on February 6, 2020:

- a) the Civic Administration BE ENCOURAGED to meet with representatives from the rescue organizations operating in London in order to determine what they require for the appropriate/safe operation of their facilities and for the proper fostering of their intake animals with respect to health, safety and well-being standards; it being noted that a verbal presentation from R. Oke, Animal Control and Welfare Coordinator, with respect to this matter, was received;

- b) the attached 2020 Animal Welfare Advisory Committee Work Plan BE APPROVED;
- c) the following actions be taken with respect to the 2020 Go Wild, Grow Wild event:
 - i) the expenditure of up to \$100.00 from the 2020 Animal Welfare Advisory Committee (AWAC) budget BE APPROVED for the printing of the 'Living with Urban Wildlife' infosheet to be distributed at the event;
 - ii) the AWAC BE PERMITTED to borrow Corporate accessibility equipment - including but not limited to an assistive hearing device - for public use at the event; and,
 - iii) the Civic Administration BE REQUESTED to provide AWAC with a display copy of the revised 'Be Coyote Aware' signage found in London's Environmentally Significant Areas;
- d) the following actions be taken with respect to the You, Your Dog and Nature in London brochure:
 - i) the expenditure of up to \$100.00 from the 2020 Animal Welfare Advisory Committee (AWAC) budget BE APPROVED for the printing of a revised version of the above-noted brochure for distribution at the 2020 Go Wild, Grow Wild event;

it being noted that the AWAC encourages the Environmental and Ecological Planning Committee to destroy any remaining copies of the brochure containing outdated information and to have copies reprinted for distribution at the 2020 Go Wild, Grow Wild event; and,

 - ii) the Civic Administration BE ENCOURAGED to update the "Coyotes in the City of London" web page by replacing any instances of or references to the outdated, reactionary coyote signage with the new, educational coyote signage being installed in Environmentally Significant Areas; and,
- e) clauses 1.1, 2.1, 3.1 to 3.3 and 5.3, BE RECEIVED.

Yeas: (5): S. Lewis, M. van Holst, M. Salih, P. Squire, and S. Hillier

Absent: (1): E. Holder

Motion Passed (5 to 0)

5.3 (ADDED) Agreement for London and Middlesex Local Immigration Partnership with Immigration, Refugees and Citizenship Canada

Moved by: P. Squire
 Seconded by: S. Hillier

That, on the recommendation of the Managing Director, Housing, Social Services and Deerness Home, the proposed by-law, as appended to the staff report dated February 19, 2020, BE INTRODUCED at the Municipal Council meeting to be held on March 2, 2020, to:

- a) authorize and approve the Contribution Agreement for the London and Middlesex Local Immigration Partnership, as appended to the above-noted by-law, between Her Majesty the Queen in Right of Canada and The Corporation of the City of London;
- b) authorize the Mayor and the City Clerk to execute the above-noted Agreement;
- c) delegate authority to the Managing Director, Housing Social Services and Deerness Home to approve and execute any further

amendments to the above-noted Agreement if the amendments are substantially in the form of the above-noted Agreement;

d) delegate authority to the Managing Director, Housing, Social Services and Dearness Home, or written designate, to undertake all the administrative, financial and reporting acts, including signing authority regarding application forms for funding, budgets, cash flows, other financial reporting including financial claims, and directions, consents and other authorizations as may be required, provided that the monetary amounts do not exceed the maximum amount of Canada's contribution specified in the Contribution Agreement that are necessary in connection with the above-noted Agreement.

Yeas: (4): S. Lewis, M. van Holst, P. Squire, and S. Hillier

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

Motion Passed (4 to 0)

6. Confidential

Moved by: S. Hillier

Seconded by: M. van Holst

That the Community and Protective Services Committee convene, In Closed Session, for the purpose of considering the following:

6.1 Solicitor-Client Privilege

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

6.2 Land Acquisition/Solicitor-Client Privilege/Commercial and Financial Information of the Corporation with Potential Monetary Value/Position, Plan, Procedure, Criteria or Instruction for Negotiation Purposes

A matter pertaining to the proposed or pending lease of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality.

Yeas: (5): S. Lewis, M. van Holst, M. Salih, P. Squire, and S. Hillier

Absent: (1): E. Holder

Motion Passed (5 to 0)

The Community and Protective Services Committee convened, In Closed Session, from 6:22 PM to 6:44 PM.

7. Adjournment

The meeting adjourned at 6:44 PM.

Accessibility Advisory Committee

Report

1st Meeting of the Accessibility Advisory Committee
January 23, 2020
Committee Room #4

Attendance PRESENT: J. Menard (Chair), M. Dawthorne, N. Judges, G. LaHay, J. Madden, P. Moore, P. Quesnel and D. Ruston and J. Bunn (Committee Clerk)

ABSENT: A. Bueschleb, T. Eadinger and K. Steinmann

ALSO PRESENT: D. Baxter, K. Husain, J. Kostyniuk, H. McNeely, M. Pease and M. Stone

The meeting was called to order at 2:00 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 November 30, 2020

That it BE NOTED that the Accessibility Advisory Committee elected J. Menard and J. Madden as Chair and Vice Chair, respectively, for the term ending November 30, 2020.

2. Scheduled Items

2.1 Site Plan Checklist – Update

That it BE NOTED that the attached presentation from M. Pease, Manager, Development Planning and H. McNeely, Manager, Development Services (Site Plan), with respect to an update on the Site Plan Checklist, was received.

2.2 Connected and Automated Vehicle Strategic Plan

That it BE NOTED that the presentation, as appended to the agenda, from J. Kostyniuk, Traffic and Transportation Engineer, with respect to the Connected and Automated Vehicle Strategic Plan, was received.

2.3 BlindSquare Pilot Project

That it BE NOTED that the attached presentation from M. Stone, Accessibility Specialist, with respect to a BlindSquare Pilot Project, was received.

3. Consent

3.1 11th Report of the Accessibility Advisory Committee

That it BE NOTED that the 11th Report of the Accessibility Advisory Committee, from its meeting held on November 28, 2019, was received.

3.2 Municipal Council Resolution - 11th Report of the Accessibility Advisory Committee

That it BE NOTED that the Municipal Council resolution, from its meeting held on December 10, 2019, with respect to the 11th Report of the Accessibility Advisory Committee, was received.

4. Sub-Committees and Working Groups

4.1 ACCAC Sub-Committee Report

That it BE NOTED that the Accessibility Advisory Committee Sub-Committee Report, from the meeting held on December 5, 2019, was received.

5. Items for Discussion

5.1 March of Dimes Conference

That it BE NOTED that a verbal update from G. LaHay, with respect to the upcoming March of Dimes Conference, was received.

5.2 Community Diversity and Inclusion Strategy – Update

That the following actions be taken with respect to the Community Diversity and Inclusion Strategy (CDIS):

a) a standing item, entitled “Community Diversity and Inclusion Strategy – Updates” BE ADDED to all future Accessibility Advisory Committee (ACCAC) agendas, until further notice; and,

b) the verbal update, from P. Moore, with respect to the CDIS, BE RECEIVED.

5.3 2020 ACCAC Work Plan

That the revised attached 2020 Work Plan for the Accessibility Advisory Committee BE FORWARDED to the Municipal Council for consideration.

6. Adjournment

The meeting adjourned at 3:37 PM.

Item 2.1



Site Plan – Accessibility Review



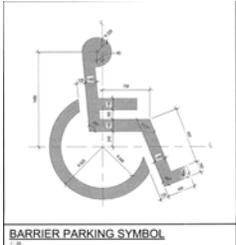
Implementation

- Collaboration between Development Services and AACAC
- Site Plan Development implemented an Accessibility Checklist in October, 2018
- This implementation served as a tool for legislative items not within the CoL applicable by-laws (e.g. Zoning, Site Plan, Building Permit).
- From a one year period of October, 2018 to October 2019, there were 78 Site Plan Applications. **49 of these required an Accessibility Checklist as part of their submission.***

*Not all Site Plan Applications require a checklist



Accessibility Checklists



The checklist serves as a two-fold approach:

1. They provide the applicant with a thorough guideline before first submission to ensure their application is conforming with the relevant legislation and guidelines
2. They provide the Site Development Planner a guideline to flag any nonconformities and notify the applicant that they require additional revisions before approval



Themes

- Parking discrepancies: several checklists flagged insufficient accessible parking spots, prompting revisions to their initial submissions
- Accessible passenger loading zones: some applicants did not understand when and where a passenger loading zone should be utilized. Planners worked to ensure the design of the site conformed with relevant legislation and accessible guidelines

Item 2.1



Challenges

- Competing interests (legislative vs. guideline)/Value
- Difficult to compel
- Minimal elements incorporated into design
- Difficult to measure overall success (given its size)
- What are we trying to achieve?



What are we trying to achieve?

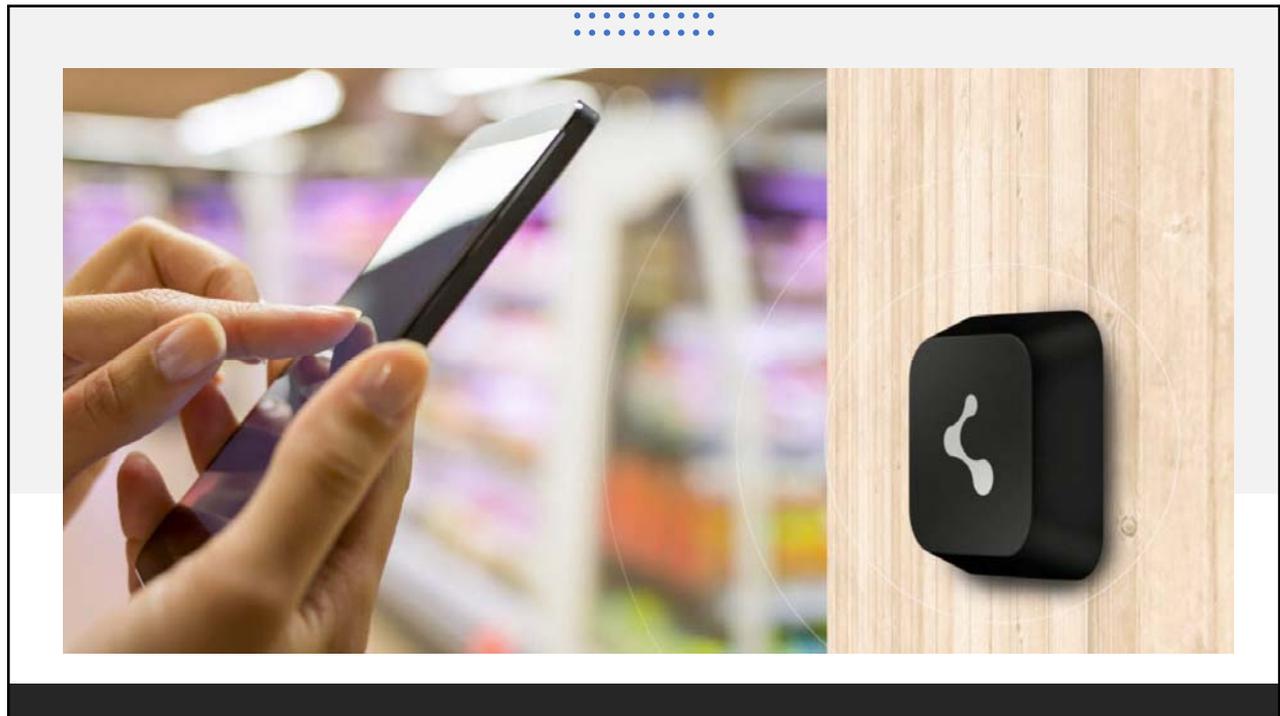
- Implementation of the checklist is occurring as a requirement for Site Plan
- Continue to monitor efficacy
- Both internal staff and external applicants will continue to grow their knowledge and understanding of building an accessible city through the guidance of the Accessibility Advisory Committee and relevant legislation
- Explore incorporating aspects as part of future amendments to SPC By-law
 - Housekeeping SPC By-law anticipated for 2020-21

Item 2.3



Blindsquare

Pilot Project Proposal – City Hall, Dundas Place



Item 2.3

What is it and how does it work?

- Paired with third-party navigation apps, BlindSquare's self-voicing app delivers detailed points of interest and intersections for safe, reliable travel both outside and inside. Open the doors to enhanced independence with BlindSquare.
- After determining your location, BlindSquare gathers information about your surroundings on Foursquare and OpenStreetMap.
- Algorithms determine what information is most useful to you such as popular cafes, post offices or libraries.
- Shake your device to hear your current address and details about the nearest intersection and venues around you.
- BlindSquare will track your destination and periodically announce the distance and direction you're headed.
- Mark your position if you'd like help finding your way back later.
- Filters can be applied to provide only the information you're looking for so you're not overwhelmed by details on your surroundings.
- Mark your saved places and Foursquare venues as Favorites and BlindSquare will always notify you once you reach them.
- Favourites will be saved in iCloud and synced to all iOS devices for device consistency.
- BlindSquare uses Acapela voices in many different languages to announce information about your environment even when your device is tucked away for a hands-free experience.

Costs

- The app generally costs money but the Shoptalk promotion allows for us to have our City Hall and Dundas Street locations as part of the free app so there is no cost to use the service in these locations.
- The beacons are low cost approximately \$1500.00 for 100 beacons with programming so it's a very reasonably priced tool for improved access.
- A pilot will let us examine the tool's use, its effectiveness and the uptake. It will let us also gather important feedback from users so we can make a thoughtful decision about how/if to expand or not.

Item 2.3

Languages Currently available

- There are currently 26 languages available with blindsquare.
- The CNIB programs each square's information so someone who is blind leads this process which is vital

Pilot

- Based on some feedback about flex street design and some challenges navigating the space from Blind residents, we are going to pilot Blindsquare in this space.
- We are also hoping to pilot Blindsquare beacons in City Hall. I will be discussing this with the City Clerk's office and Facilities to hear any concerns/challenges.
- However this is a simple unintrusive way to demonstrate a commitment to accessibility in public spaces and will allow us to evaluate the technology for our needs and for the needs of those who use the application before we think about expanding.

Item 2.3

We will advertise that the program is available and that these areas are Blindsquare Enabled



Proposed Timeline

- **January 6** – Completed City Hall assessment with CNIB and recorded floor layouts
- **January** - Discuss concerns/questions with stakeholders (City Clerk's office, Facilities)
- **February** – Pilot installation at City Hall
- **February** – Ensure system is properly functioning & tested
- **March** – Launch to public
- **March** – Install all beacons & program Dundas Place
- **April** – Test & confirm working beacons at Dundas Place
- **May** – Officially launch blindsquare app at grand opening of Dundas Place

Item 2.3

Questions or Concerns?

- I'd like to ask any feedback/suggestions/address any concerns from you as our Accessibility Advisory committee before proceeding.

ACCAC Work Plan

Item #	Project/Initiative	Background	Lead/Responsible	Proposed Timeline	Proposed Expenses	Proposed Budget	Relation to London Strategic Plan	Status
1	Transportation Advisory Committee (TAC) representative	Designated ACCAC rep on TAC	As elected by ACCAC; P. Moore	Ongoing	NIL	NIL	The strategic plan repeatedly references the Transportation Master plan, one of the primary documents used to direct the actions of TAC	Currently have an active TAC member
2	Trails Advisory Group (TAG) Representative	Designated ACCAC rep on TAG	As elected by ACCAC; J. Madden, M. Dawthorne	Ongoing	NIL	NIL	Building a sustainable City 2.A (pg 11)	Currently have 2 members actively involved with TAG
3	Site Plan Reviews	This is mandated under AODA legislation (See Site Plan Process best practice Initiative) Site plan checklist created by ACCAC is currently in use.	M. Dawthorne/J. Madden	Ongoing	NIL	NIL	This is mandated under AODA legislation	Site-plan checklist currently in use. Staff to report back to ACCAC in Fall 2019 to report on its effectiveness.
4	Continue to advocate for use and expansion of FADS document	ACCAC has identified several areas where the FADS document could be expanded or strengthened. Feedback given in Aug/19.	Policy and Bylaw Subcommittee	Ongoing	NIL	NIL	Strengthening our Community 4C; 5H Building a Sustainable City 2A, 4D	Staff currently updating FADS and incorporating feedback from ACCAC. Should be ready for review before the end of 2019. FADS to be a live document so continue to submit improvements as they become arise.
5	Consult/Advise members of the public/external parties upon requests or referral from city staff	Historically ACCAC has received, often through City staff or accessibility@london.ca, requests to advise builders, architects, businesses, and citizens (amongst many other groups) on aspects of accessibility	Variable sub-committees or ACCAC Chair/Vice Chair; as appropriate	Ongoing	NIL	Nil	Strengthening our Community 1A; 5B; 5C; 5H	Presentations regularly made to ACCAC during monthly committee meetings. Have a rep on LTC Accessibility advisory committee for the first time in 2019. Continue into 2020.
6	Undertake Community Outreach to raise Awareness of ACCAC and its role within the city; Promote resources developed by ACCAC to Londoners	ACCAC has historically partaken in outreach varying from hosting full day conferences, to Lunch 'N' Learns, to exhibiting at community events.	Education and Awareness Sub-committee	Ongoing	registration costs, ACCAC materials	>\$100 per session; not to exceed \$1000 annually	Leading in Public Service 1A; Strengthening Communities 2B; 3A;	Accessible trick or treating was a successful new initiative in 2019. Look at new opportunities in 2020 including plans to mark Dec. 3rd as International Day of Persons with Disabilities.
7	Access2 expansion	Several years ago the City of London became the first municipality in Canada to accept the Access2 Card (Easter Seals program) at all municipal venues. During that expansion London also went from 3 to 48 venues accepting the card. Many new venues/programs now exist and could be approached.	Education and Awareness Sub-committee; J. Menard	Ongoing throughout 2020	NIL	NIL	Strengthening our Community 2B, 2C, 3A	No progress made in 2019 but list has been compiled for possible Access2 expansion. Continue with this objective in 2020.
8	Review Deaf/Blind child at play sign policies	ACCAC members have noted many of these signs have been placed in the same location for decades which raises the question of their appropriateness/effectiveness. Also look at potential for other signage including "Child with Autism". Staff attended ACCAC meeting in 2018.	Policy Subcommittee; M. Dawthorne	winter-spring 2020	NIL	NIL	Strengthening our Community 5B	Received staff presentation in 2018. ACCAC to make formal recommendations in 2020.
9	Engage in discussions around Paratransit and what role, if any, the city could/should undertake in improving the service, noting it is an LTC service, not that of the city directly. Also investigate opportunities for improvements in other forms of accessible transportation.	Accessible transportation was the number one priority that arose from our Community Open Houses in 2017. Paratransit booking system is cumbersome with an inadequate number of rides available. No accessible transportation available outside of Paratransit working hours. Accessible taxis are difficult and costly to access.	Transportation Working Group	Early 2020	potential meeting/consultation sessions, food, space	1200	Strengthening our Community 5H	Advocate for accessible transportation needs (particularly Paratransit) in conjunction with other city committees and agencies during budget talks in early 2020. Continue to make recommendations on all types of accessible transportation: conventional transit, Paratransit, accessible taxis.
10	Participate in the review of the 2018-2021 Accessibility Plan	mandated responsibility of ACCAC under the AODA	Policy Subcommittee, final draft to be brought to full committee	Per staff timeline	NIL	Nil	Accessibility Action Plan 2018-21	Have worked with London's Accessibility specialist throughout 2019 and will continue in 2020.

11	Review City Budget with an accessibility lens.	Included in the current 2018-21 Accessibility Plan	Chair/Vice-Chair	During budget season	NIL	Nil	Accessibility Action Plan 2018-21	Worked with city staff in 2019 and will continue in 2020
12	Annually nominate a candidate for the Mayor's New Year's Honor List under the Accessibility category.	Included in the current 2018-21 Accessibility Plan	Chair/Vice-Chair	Fall 2020	NIL	Nil	Accessibility Action Plan 2018-21	Discuss potential recipients in Sept. 2020.
13	Continue to develop and distribute pamphlets to inform the public about issues related to persons with disabilities.	Included in the current 2018-21 Accessibility Plan	Education and Awareness Subcommittee	Ongoing	printing		Accessibility Action Plan 2018-21	Continue in 2020 with Education and Awareness sub-committee taking the lead.
14	Investigate alternative participation at meetings and sub-committee meetings to increase participation	Under the previous council a survey was sent out regarding Advisory Committee interest in remote access to committee meetings. No further announcement was made after feedback was provided. ACCAC historically experiences Quorum issues, in part due to members missing meetings for the very reason they were appointed (e.g. their disability makes attendance impossible, unable to coordinate Paratransit, etc.)	Education and Awareness Sub-committee	Spring/Summer 2020	potential software/connection fees	\$500		Our committee currently provides captioning services at all meetings and sub-committee meetings with assistance from Clerk's office as needed. Our committee also allows for remote call-ins for sub-committee meetings as needed. Continue to gather information and advocate for similar resources for all City committees as needed.
15	Produce an Awareness Calendar & Notification of Key Dates in order to highlight, awareness days, weeks, and months related to accessibility to accessibility and disability	In relation to the changes made by council as it pertains to proclamations, the advisory committee will review its calendar of dates and proclamations to promote accessibility and awareness to benefit the community. ACCAC to create the calendar and engage city staff on including it/merging it with other cultural/awareness calendars currently used/posted by the City	Education and Awareness Sub-committee; K. Husain	Early 2020	Nil			Calendar is currently being compiled by K. Husain and should be ready for distribution in early 2020.
					Total	not to exceed \$6000 (ACCAC's historically approved Annual budget)		

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON FEBRUARY 19, 2020
FROM:	SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME
SUBJECT	IMPLEMENTATION OF THE COMMUNITY MENTAL HEALTH AND ADDICTIONS STRATEGY

RECOMMENDATION

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the report by the Ivey International Centre for Health Innovation, Implementation of London's Community Mental Health and Addictions Strategy (attached as Appendix A) **BE RECEIVED** for information.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

- London for All: A Roadmap to End Poverty (SPPC: April 18, 2016)
- London for All Update: First 12 Month Recommendations and Development of the Implementation Body (CPSC: November 15, 2016)
- Update on Mental Health and Addictions Strategy (CPSC: January 24, 2017)
- Community Mental Health and Addictions Strategy (CPSC: September 12, 2017)
- Community Mental Health and Addictions Strategy for London: Moving Forward Together (CPSC: December 5, 2017)
- Implementation of the Community Mental Health and Addictions Strategy Contract Award Request for Proposal 18-43 (CPSC: December 10, 2018)

STRATEGIC PLAN LINKAGES 2019-2023

The Community Mental Health and Addictions Strategy (CMHAS) is aligned to the Strategic Plan for the City of London 2019 – 2023 under the *Strategic Area of Focus – Strengthening Our Community, Outcome – Londoners have access to the supports they need to be successful, Expected Result – Support improved access to mental health and addictions services, and Strategy – Strengthen and support the mental health and addictions system.*

BACKGROUND

The *Community Mental Health and Addictions Strategy for London: Moving Forward Together* report, which provided key strategic directions to transform London's mental health and addictions services at a systems level, was presented to Council on December 12, 2017. Council directed that remaining budgetary funds of \$112,000 be allocated towards implementation of the recommendations. On December 18, 2018, Council approved the award of the Request for Proposal 18-43 to the Ivey International Centre for Health Innovation (Ivey) to implement the recommendations of the Community Mental Health and Addictions Strategy at a cost of \$111,974.

Over the past 11 months, Ivey staff employed a grassroots, community engagement model to drive implementation of the strategic directions recommended through the CMHAS process. The following strategic directions were implemented:

- *Foster Collaboration*
 - Create governance structure to align mental health and addictions services
 - Focus and align existing collaborative forums, tables and initiatives
- *Grow Awareness*
 - Develop London Asset Map of mental health and addictions services
 - Reinforce and coordinate a central, single door for information about local assets

➤ *Expand Communication*

- Communicate mental health and addictions services across providers, agencies and the public
- Open and build communication channels

The report recommends that two additional strategic directions, *Enhance Access* and *Build Capacity* be addressed as future areas of longer-term community work.

Of the five strategic directions listed above, *Foster Collaboration*, was given particular attention. Ivey succeeded in gradually building consensus around a governance structure to organize the complex system of mental health and addictions services tables and committees. The governance framework is designed to increase collaboration, focus, and strategic alignment, beginning with the creation of a Strategic Direction Council.

FINANCIAL IMPACT

Council approved \$200,000 towards the creation of the Community Mental Health and Addictions Strategy, of which \$88,000 was directed towards the development of the Community Mental Health and Addictions Strategy, was completed in 2017. The remaining funds of close to \$112,000 were used towards the implementation of the recommendations through the Ivey International Centre for Health Innovation.

An assessment growth business case in support of the Community Mental Health and Addictions Strategy implementation has been submitted through the priority framework associated with the Assessment Growth Policy.

CONCLUSION AND NEXT STEPS

The Ivey International Centre for Health Innovation was successful in addressing three strategic directions recommended through the CMHAS process. This included the initiation of a process to create a coordinated system of mental health and addictions services. Further work is required to address the outstanding strategic directions, and to ensure continued collaboration among key stakeholders. The momentum of this valuable and necessary work can only continue with ongoing funding and staffing to address the outstanding strategic directions recommended by CMHAS. Ivey staff and members of the Strategic Direction Council are seeking additional funding from a variety of sources.

PREPARED BY:	SUBMITTED BY:
JILL TANSLEY MANAGER, STRATEGIC PROGRAMS AND PARTNERSHIPS	KEVIN DICKINS MANAGER, EMPLOYMENT AND INCOME SUPPORT SERVICES
RECOMMENDED BY:	
SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME	

Implementation of London's Community Mental Health and Addictions Strategy

Final Report

December 2019

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1. Overview

The Corporation of the City of London published [London's Community Mental Health and Addictions Strategy](#) (CMHAS) in November 2017. The Ivey International Centre for Health Innovation (Ivey Health) received the contract to support the implementation of the CMHAS between January and November 2019. This 11-month contract focussed on the following recommendations:

- ▶ *Foster Collaboration*
 - Create governance structure to align mental health and addiction (MH&A) services
 - Focus and align existing collaborative forums, tables and initiatives
- ▶ *Grow Awareness*
 - Develop London Asset Map of MH&A services across all funders
 - Reinforce and coordinate a central, single door for information about local assets
- ▶ *Expand Communication*
 - Communicate MH&A services across providers, agencies, and the public
 - Open and build communication channels

Through consultations with diverse stakeholders across the MH&A system, including frontline workers, middle managers, and senior leadership of MH&A organizations, people with lived experience and their caregivers, youth, Indigenous individuals, the Francophone community and newcomers, the recommendations were vetted to ensure they resonated with the community.

Key Project Deliverables:

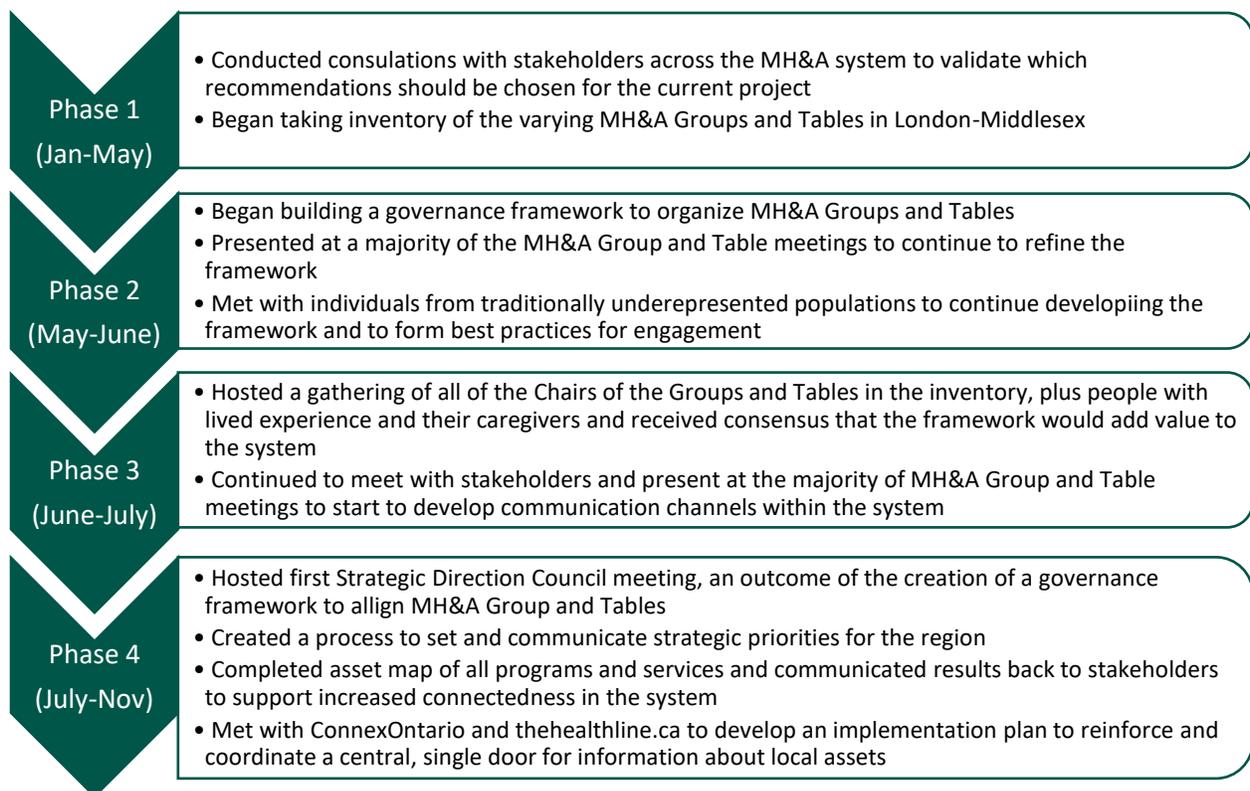
- ▶ Inventory of all Groups and Tables in London-Middlesex that have a mandate for MH&A, building transparency in regards to their mandate, purpose, membership, and population focus (see Section 3.1.1)
- ▶ A system-wide governance framework to increase collaboration, focus and strategic alignment amongst MH&A Groups and Tables (see Section 3.1.2)
- ▶ Best practices for engaging people with lived experience and their caregivers (see Section 3.1.2)
- ▶ An asset map for all programs and services focused on mental health and addictions in London-Middlesex (see Section 3.2.1)
- ▶ A strategy to work with the various repositories of MH&A services (e.g., ConnexOntario, thehealthline.ca) to coordinate a central, single door for information about local assets (See section 3.2.2)
- ▶ Formalized communication channels to ensure there is a process in place to align the work of the various MH&A Groups and Tables (see Section 3.3.2) and to set strategic priorities for the region (see Section 3.4.1)

2. Process

The current project utilized a grassroots, community engagement model for driving the implementation of the CMHAS. From the beginning of the project a diverse group of stakeholders from the MH&A System in London-Middlesex co-created the development of the deliverables outlined in this report. A phased approach, as outlined in Figure 1, was utilized to ensure appropriate community engagement occurred at all phases of the current project.

- ▶ 338 consultations took place throughout the project (60 individual meetings; 278 through presentations at MH&A Group and Table meetings; note that some individuals were consulted more than once or attended multiple meetings)
- ▶ 53 of the 338 consultations involved people with lived experience, their caregivers, and other traditionally underrepresented populations (i.e., youth, Francophone community, Indigenous individuals and newcomers)
- ▶ Two large meetings were hosted to move the deliverables forward. Both meetings had extremely strong engagement in attendance and completion of a pre-work survey prior to the meeting; Gathering of the Chairs meeting (100% attendance; 91% completion rate for survey); Strategic Direction Visioning meeting (100% attendance; 82% completion rate for survey)

Figure 1: Process for Project Deliverables



All of the deliverables in this project came about through continual iterations based on community feedback. An integral part of the process for completing deliverables was appropriately engaging people with lived experience and their caregivers (see Section 3.1.2 for recommendations for engagement with this community).

3. Outcomes

3.1 Strategic Direction: Foster Collaboration

3.1.1 Focus and align existing collaborative forums, tables and initiatives

Before a strategy to focus and align the existing collaborative forums, tables and initiatives that exist in London-Middlesex could begin, a thorough inventory of all Operational Groups (“Groups”) and System Planning Tables (“Tables”) related to MH&A was created (see Section 3.1.2 for a description of Groups and Tables in the System). Early feedback from the MH&A community indicated a need for greater system clarity, organization, and optimization of the many existing Tables and Groups working in the sector. Several key challenges were identified, which were addressed throughout this work: (1) the organizational commitment and time required from staff members to attend meetings was felt to be excessive by many participating organizations; (2) the content and discussions of several meetings were duplicative and often conducted in isolation; and (3) many of the planning-oriented tables did not have partnering action-oriented groups to drive planning recommendations.

This inventory includes a collection of Terms of Reference, current mandate/mission, purpose, population focus, and membership lists. This serves three purposes: (1) to gain a full picture of the current Groups and Tables with a mandate for MH&A in London-Middlesex, (2) to provide transparency around the current actions and purpose of each Group and Table, and (3) to work to align the Groups and Tables to reduce unnecessary duplication, ensure maximum use of resources and enhance opportunities for Groups and Tables to work together.

Inventory Overview

London-Middlesex has 5 Operational Groups, 6 System Planning Tables and 3 that are both Operational Groups and System Planning Tables with a mandate specific to MH&A, for a combined total of 14 Groups and Tables (see Table 1 for a list of all Groups and Tables and Appendix A for the complete inventory). Membership lists for these Groups and Tables were not always well maintained or frequently updated. The following presents a snapshot of summary information from the Groups/Tables.

- ▶ 63 organizations are represented at one or more Group or Table¹;

¹ These descriptives were completed with membership lists from 10 of the 14 Groups/Tables. Results do not accurately represent the current state as the majority of membership lists are not up to date and do not reflect all of the individuals that attend a meeting (many are on a mailing list, but do not attend).

- the organizations with the most representatives are the Canadian Mental Health Association, London Health Sciences Centre, Addiction Services Thames Valley, Western University, Vanier Children’s Services and the Southwest LHIN
- ▶ 4 Groups and Tables focussed on transitional aged youth, 3 for people in crises, 3 that cover the entire lifespan, 1 for child and youth, 1 for justice, 1 for the Francophone community and 1 for the newcomer community²
- ▶ 261 individuals sit at these Groups and Tables and 10% of these individuals are members of 2+ Groups or Tables¹
- ▶ 8,715 human resource hours per year are spent at meetings^{1,3}
- ▶ Strong alignment in mandates was noticed across Groups and Tables with main themes including timely service, collaboration, access, youth, and system² (see Figure 2 for mandate alignment)

Table 1: Overview of MH&A Operational Groups and System Planning Tables

Operational Groups	System Planning Tables
<ul style="list-style-type: none"> ▶ French Mental Health and Addiction System Network Table* ▶ Frontline Transitional Aged Youth Community Committee ▶ Human Service and Justice Coordinating Committee ▶ London Connectivity Table ▶ London Middlesex Enhanced Mental Health and Addictions Crisis Committee* ▶ Middlesex Situation Table ▶ Transitional Age Protocol Community Implementation Team ▶ Youth Mental Health and Addiction Council* 	<ul style="list-style-type: none"> ▶ Community Drug and Alcohol Strategy - Steering Committee ▶ Core Services Leadership Council ▶ French Mental Health and Addiction System Network Table* ▶ London Middlesex Enhanced Mental Health and Addictions Crisis Committee* ▶ London Middlesex Local Immigration Partnership ▶ London/Middlesex Addiction and Mental Health Network ▶ South West Addiction and Mental Health Coalition ▶ Towards an Integrated Mental Health System ▶ Youth Mental Health and Addiction Council*

* identified as both an Operational Group and a System Planning Table

Figure 2: Word Cloud Drawn from Group and Table Mandates



² These descriptives are representative off all 14 Groups/Tables.

³ Calculated with the assumption that each meeting will take a total of 1 hour travel time and that there is 100% attendance at meetings.

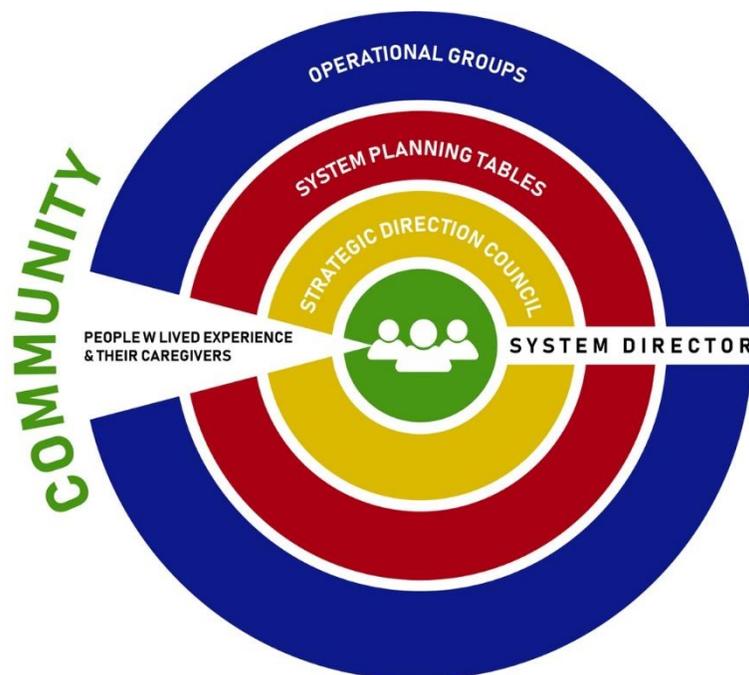
Recommendations:

- ▶ Have each Group/Table conduct an internal review assessing their Terms of Reference, current membership, effectiveness, composition, etc. (see Appendix B for internal review template) and use the results to drive changes (if applicable)
- ▶ Encourage Groups/Tables to assess how they engage people with lived experience and their caregivers using the recommendations in Section 3.1.2
- ▶ The Strategic Direction Council should consider using the information from the MH&A Group and Table inventory (see Appendix A) to drive conversations about reducing unnecessary duplication and addressing gaps in current offerings
- ▶ Continue to update the inventory to reflect the current state of the system

3.1.2 Create governance structure to align MH&A services

Building off of the work outlined in the previous section, and through consultations with the London-Middlesex community (including services providers, mental health organizations, people with lived experience, their caregivers, and traditionally underrepresented populations) a framework for developing a governance structure emerged for the region. This framework (see Figure 3) will be used as a roadmap for integrating system-level planning for the region and is the basis for focussing and aligning the various forums, tables and initiatives, as outlined in Section 3.1.1. This framework represents the Mental Health and Addictions System (“System”) in London-Middlesex, and includes the following components (see Appendix C for additional information):

Figure 3: Framework for the London-Middlesex Mental Health and Addiction System



- ▶ At the core of the System are **people with lived experience and their caregivers**. These groups are the focus of the work that the System does and must be represented across all layers in an authentic way, as appropriately defined by them. See below for recommendations for engaging these communities, as suggested during project consultations (see Section 3.1.1).
- ▶ At the **Community** level are all individuals in London-Middlesex, including groups and forums that work towards the social determinants of health related to MH&A, as well as informal groups, such as peer support and faith-based groups
- ▶ In the outer layer of the System are **Operational Groups**, which are action oriented groups with a mandate of MH&A (e.g., London Connectivity Table). They have representation from a minimum of two organizations in the sector. They manage implementation of group-relevant strategic priorities in collaboration with System Planning Tables including special consideration of (but not exclusive to) the System’s strategic priorities (as established by the Strategic Direction Council)
- ▶ The next layer of the System is **System Planning Tables**, which are planning oriented and represent a sector of the System (e.g., Child and Youth Core Services Leadership Council) with appropriate representation from related agencies. They identify specific gaps or challenges within the defined sector and set strategic priorities for that sector including special consideration of (but not exclusive to) the System’s strategic priorities (as established by the Strategic Direction Council)
- ▶ The newly formed **Strategic Direction Council (SDC)**, will serve as a voice for the MH&A system in London-Middlesex to drive strategic priorities for the region while ensuring that all decisions and actions are anchored in how it will have an impact on the people that they serve. It will include the Chairs of all of the System Planning Tables, representatives from people with lived experiences and their caregivers, Board representatives and operational leads from the six most connected MH&A agencies (as determined through Social Network Analysis), and a representative from the City of London and Middlesex County. See Appendix D for SDC Terms of Reference, outlining objectives and actions, guiding principles and membership.
- ▶ Lastly, the System will be supported by a **System Director**, a dedicated person who will bring engagement and project management resources to the System to ensure the successful coordination and driving of strategic priorities for the region. See Appendix E for the proposed job description and budget for the role.

Best Practices for Engaging People with Lived Experience and Their Caregivers:

- ▶ *Authentic engagement*: have the individuals decide the appropriate level and way they should be engaged; co-create with people with lived experience and their caregivers
- ▶ *Representation*: there should be at least three people representing each group in order to ensure they feel comfortable sharing their perspectives at meetings; ensure diversity in representation
- ▶ *Accessible engagement*: language and wording in agendas and at meetings should be inclusive as not all individuals have familiarity with MH&A terminology; there should be multiple ways to engage individuals such as individual meetings, phone calls, and meeting them in their own environment
- ▶ *Agenda setting*: include them in setting the agenda for meetings; offer to call them before meetings to review the agenda so they can adequately prepare for the content to be discussed at the meetings
- ▶ *Compensation*: individuals should be compensated monetarily for their time and travel expenses if they are not being paid by an organization to attend a meeting
- ▶ *Meeting location*: meetings should be held in environments that are welcoming to individuals (e.g., not in a clinical setting); location should be easily accessible by public transportation
- ▶ *Meeting time*: consider a time of day that will be accessible to them as meeting times will be impacted by job priorities, childcare, etc.

Recommendations:

- ▶ Secure sustained funding for the System Director role
- ▶ Finalize SDC Terms of Reference
- ▶ Finalize membership for the SDC, with an emphasis on building relationships with people with lived experience, their caregivers and traditionally underrepresented populations
- ▶ Host second SDC meeting to set strategic priorities for the region (see Section 3.4.1 for process to set strategic priorities)

3.2 Strategic Direction: Grow Awareness

3.2.1 Develop London Asset Map of MH&A services across all funders

A related project of Ivey Health, “Working Together”, was incorporated into the current project given the strong alignment with the CMHAS. “Working Together” is a collaborative project between Ivey Health, Western University and London Health Sciences Centre, and funded by the London Community Foundation through the support of the Isabel Hodgkinson Fund, to build an asset map for MH&A system resources and assess network relationships.

Supporting the multi-faceted needs of people with mental health, substance use, and addictions challenges requires a dynamic system of care that engages both the health and social services sectors. Designing a system to meet these needs presents significant challenges. In particular, local providers continue to note that navigating this extensive system is challenging for them and the clients they serve. The first step in addressing system-level challenges amongst mental health, substance use, and addictions services is to first describe the system, which has not yet been done in a comprehensive way in the London-Middlesex region.

This project created an asset map of MH&A services across all funders in London-Middlesex. The project included the following elements:

- ▶ **Inventory:** an inventory of publicly- and privately-funded mental health, substance use, and addictions services in London-Middlesex was created by leveraging existing resources (e.g., ConnexOntario, and thehealthline.ca), as well as conducting Google searches for any programs and services not captured within these databases. Programs and services were included if they self-identified as offering services to support people in addressing a mental health, substance use, and/or addiction challenge.
- ▶ **Survey:** electronic surveys were distributed to all identified programs and services, including independent practitioners. The survey asked participants to list partners they work with and rate the strength of each partnership, as well as their experience working with each partner. Programs were also asked to list services they have difficulty accessing.
- ▶ **Social Network Analysis:** based on survey data, social network analyses were conducted using Gephi to create maps of relationships. The maps were sized according to eigencentrality (i.e., importance or influence within the network) for the following two levels:
 - The organization-level (see Figure 4)
 - The program/service-level (see Figure 5)
- ▶ **Results Distribution:** One-page infographics summarizing survey results specific to each participating program or service were created and distributed to provide relevant and accessible feedback to all participants. See Appendix F for a sample feedback form.

Results

- ▶ 435 unique entries identified for inclusion in the inventory (74% were programs and services and 26% were independent practitioners)
- ▶ 85% response rate for programs and services; 55% for independent practitioners
- ▶ 85 organizations represented, including post-secondary programs, housing-first services, and counselling services

- ▶ On a scale of 1 to 7, with 7 being “very strong”, respondents reported an average relationship strength with partner organizations of 4.97
- ▶ On a scale of 1 to 7, with 7 being “very positive”, respondents reported an average score of 5.32 when ranking their experience working with partners
- ▶ In order of difficulty, the external support service categories that respondents identified as most difficult to connect with were housing (n=139); counselling (n=84); primary care (n=68); family and caregiver support (n=52); and, employment (n=37); see Figure 6

Figure 4: Organization-level social network map

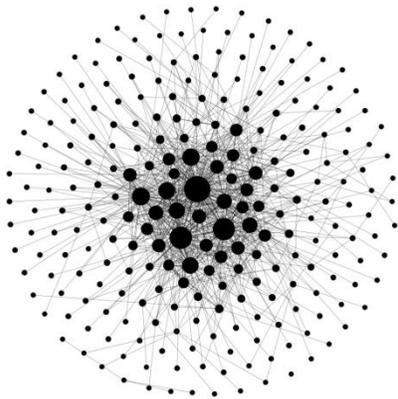


Figure 5: Program/Service-level social network map

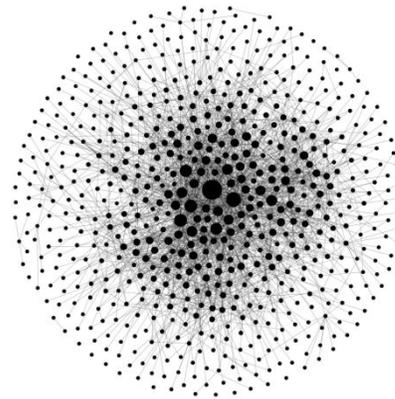
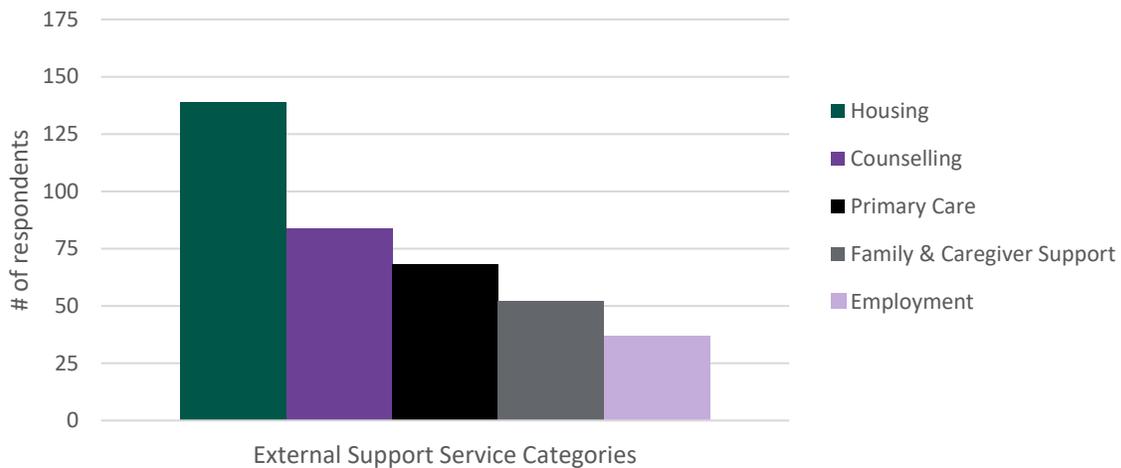


Figure 6: Support service categories most difficult to connect with



Findings from the “Working Together” project were shared with MH&A network stakeholders in July, at the same time the SDC was being established and the project team was meeting with the Groups and Tables to collect feedback and buy-in to the governance framework. Findings from the “Working Together” project helped to identify system relationship management challenges, inform areas of improvement for each Group, Table and organization, and determine the most connected agencies for participation at the SDC.

Recommendations:

- ▶ Provide targeted consultation-based support for participating organizations in interpreting results specific to their operations and support them in implementing changes accordingly
- ▶ Repeat Social Network Analyses in future years to measure change over time
- ▶ Continue knowledge translation and dissemination activities, including the development of a manuscript for publication

3.2.2 Reinforce and coordinate a central, single door for information about local assets

It was identified that there were three steps required to begin the process of reinforcing and coordinating a central, single door for information about local assets. In the current project the leads of ConnexOntario and thehealthline.ca met to discuss this recommendation.

- ▶ **STEP ONE:** ensure that people in London-Middlesex who are looking for mental health and addiction services are able to identify where those services are. Broadly speaking, the users of these access points are healthcare providers and people seeking services for themselves or their loved ones.
- ▶ **STEP TWO:** gain clarity on existing local repositories for data for mental health and addictions services. Three major repositories that are currently available:
 - **ConnexOntario:** a non-crisis phone line and online chat platform where individuals can call to get connected to resources in mental health and addiction
 - **thehealthline.ca:** a widely available online database that provides easy to understand government and non-government resources for over 200 sectors, one of which is mental health and addictions
 - **ReachOut:** a crisis phone line and online chat platform that provides information, support and crisis services for people experiencing mental health and addiction crises
- ▶ **STEP THREE:** once clarity on all available repositories is achieved, clarity on the differences between the varying repositories, processes for data collection and maintenance, and mechanisms for accessing information must be defined. Working with the organizations who maintain the repositories, a regional strategy must be developed to ensure that:
 - There is no duplication in collection of information and processes are aligned
 - Information can be shared across all repositories (i.e., users of the system are receiving the same information, no matter which repository they access)
 - Clarity into which user groups are being targeted by each repository and how to effectively guide them to the right information
 - A shared communication strategy and common messaging to inform potential users about the differences in the repositories

Recommendations:

- ▶ The Strategic Direction Council should consider setting the recommendation to reinforce and coordinate a central, single door for information about local assets as one of their strategic priorities for the region
- ▶ Utilize the 3-step process outlined above to drive this recommendation
- ▶ Develop a sustained communications strategy to ensure that end users (providers and people seeking services) have clarity into how to access information

3.3. Strategic Direction: Expand Communication

3.3.1 Communicate MH&A services across providers, agencies, and the public

The project team built off of the “Working Together” project outlined in Section 3.2.1 to expand communication of the MH&A services across the system.

- ▶ A core element of the project was to distribute one-page infographics summarizing survey results specific to each participating program or service in order to provide relevant and accessible feedback to all participants and to facilitate building stronger and additional connections with other programs and services. See Appendix F for a sample feedback form
- ▶ Overall results from the “Working Together” project were presented to 131 individuals at 9 Group and Table meetings, where participants were encouraged to use the results to build stronger connections with other programs and services in London-Middlesex
- ▶ The full inventory of MH&A services was sent to ConnexOntario and thehealthline.ca, two databases for local MH&A services, to ensure their databases included all up to date information

3.3.2 Open and build communication channels

A strong component of the framework for the MH&A System outlined in Section 3.1.2 is the development of strong communication channels between the Strategic Direction Council, Operational Groups, and System Planning Tables. Currently, the system has 14 Groups and Tables, many with overlapping mandates, actions and goals. In order to align these Groups and Tables, communication channels were developed in consultation with members of the MH&A community.

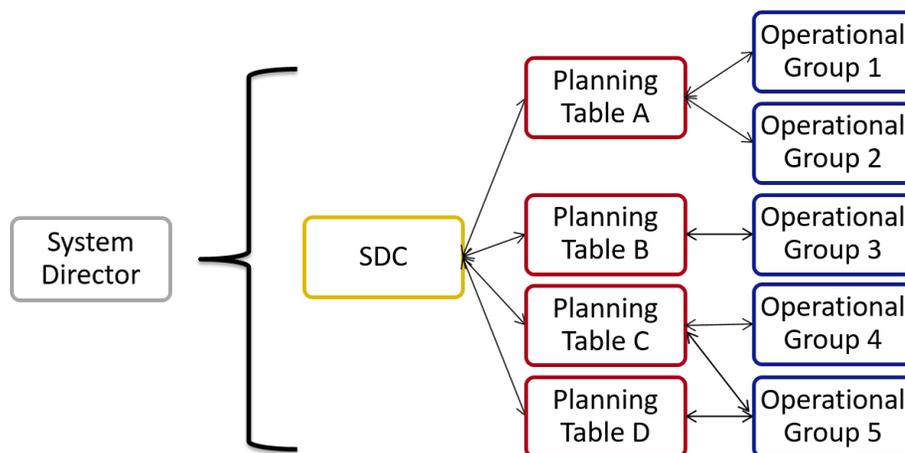
The goal of the communication channels, as outlined in Figure 7, is to ensure that each Planning Table is paired up with one or more Operational Group, so that there are direct lines of communication, which will ultimately feedback to the Strategic Direction Council. For example, the Core Services Leadership Council (a System Planning Table) may be paired with the Frontline Transitional Aged Youth Community Committee (an Operational Group) and the Youth Mental Health and Addiction Council (an Operational Group). All communication is bi-

directional and transparent across all levels of the System. The System Director will be a key driver in supporting the Groups and Tables to ensure the communication channels are flowing consistently and appropriately. Simple standardized forms will be used to support these bi-directional communication channels (see Appendix G for an example form).

Steps to Drive Communication Channels

- ▶ STEP ONE: Operational Group sends completed communication form to their assigned Planning Table
- ▶ STEP TWO: Planning Table reviews and discusses form at their meeting, returns their meeting minutes with an update regarding the discussion of the communication form
- ▶ STEP THREE: Each Planning Table will summarize activities from their Table and their assigned Operational Group at the Strategic Direction Council meeting
- ▶ STEP FOUR: The Strategic Direction Council will send meeting minutes to all Groups and Tables via the System Director

Figure 7: Proposed Communication Channels for MH&A System



Recommendations:

- ▶ Create formal pairings between System Planning Tables and Operational Groups and ensure bi-directional communication channels are being adhered to by utilizing the communication forms
- ▶ Develop a website to host the Group and Table inventory that was outlined in Section 3.1.1, including current mandates and actions of each
- ▶ Integrate the website with www.healthchat.ca features to develop an online portal for all Groups and Tables to use where they can post their Terms of Reference, members list, work plans and meeting minutes; all of which can be accessible to all members across the System

3.4 Remaining Strategic Directions

3.4.1 Process for Setting Strategic Priorities

A main deliverable of the current project is the development of the Strategic Direction Council, as outlined in Section 3.1.2. Currently in London-Middlesex, there is no way to set MH&A strategic priorities for the region. The development of the SDC fills this gap, with the following objectives and actions.

- ▶ Serve as a voice for the mental health and addictions system in London-Middlesex, while ensuring that all decisions and actions are anchored in how it will have an impact on the people that we serve
- ▶ Engage all layers of the System, including the community, people with lived experiences and their caregivers, Groups and Tables in proposing potential strategic priorities for the mental health and addictions system
- ▶ Select 1-2 planning-level strategic priorities for the region to collaboratively pursue
- ▶ Utilize data management and population health management to drive priority decision making to ensure that at the core of these decisions are improving the experience of care for the people who are being served
- ▶ Disseminate to the system agreed upon strategic direction priorities and framework for goal setting, monitoring and reporting
- ▶ Work to reduce unnecessary duplication and increase efficiency at the system level

Suggestions for Setting Strategic Priorities

The key element for setting strategic priorities for the system is through a collaborative approach with the Operational Groups and System Planning Tables in the System. The communication channels described in Section 3.3.2 will be harnessed to drive this work. The Strategic Direction Council's role is to review and distill priority suggestions from the System and utilize a consensus-based model for decision making (see "A Practical Guide for Consensus-Based Decision Making, Madden, 2017).

"Consensus-based decision making is based on a deliberate process of consensus building, whereby members of a group actively participate in finding a decision together that all members can feel comfortable with. A consensus decision does not necessarily reflect complete unanimity. However, decisions reached by consensus do reflect the thoughts and feelings of the group as a whole, rather than just the majority" (Madden, 2017)

Potential sources for priority suggestions, include:

- ▶ Remaining recommendations from [London's Community Mental Health and Addictions Strategy](#)
- ▶ Utilize quantitative and qualitative evidence (e.g., survey people with lived experience and their caregivers)
- ▶ Start with what is currently being done by the Groups and Tables and determine alignment and gaps
- ▶ Align with strategy at the Ministry level

Recommendations:

- ▶ Host second meeting of the SDC
- ▶ Set 1-2 strategic priorities for the region, using the suggestions outlined above

4. Conclusions and Next Steps

Several initiatives have aimed to align and better coordinate MH&A services in the London-Middlesex region, but fragmented service delivery and unclear patient flow and communication channels are ongoing challenges. The current project set out to build relationships, trust and processes to mitigate these challenges. Support from stakeholders in the system was tremendous and coupled with the beginnings of creating a solid foundation, the following suggestions are recommended to keep the momentum and to drive system-level change.

2020	<ul style="list-style-type: none">▶ Secure funding for System Director role and finalize membership for the SDC (see Section 3.1.2)▶ Conduct internal review of all Groups/Tables in light of the proposed system framework and use results to drive conversations about reducing unnecessary duplication and addressing gaps (see Section 3.1.1)▶ Create formal pairings between Groups and Tables and ensure bi-directional communication channels are being adhered to utilizing the outlined communication forms (see Section 3.3.2)▶ Set 1-2 strategic priorities for the region and disseminate them across Groups and Tables with a framework for goal setting, monitoring and reporting (see Section 3.4.1)▶ Update MH&A Group and Table inventory to reflect the current state of the System (see Section 3.1.1)▶ Apply for system-level funding to drive system strategic priorities▶ Establish a common public communications strategy for information about the local MH&A sector, including examining capabilities of ConnexOntario, thehealthline.ca, and ReachOut (see Section 3.3.2)▶ Continue to build relationships with people with lived experience, their caregivers and traditionally underrepresented populations (see Section 3.1.2)
2021	<ul style="list-style-type: none">▶ Monitor and report on strategic priority progress and make adjustments where necessary▶ Launch website for MH&A Groups and Tables and integrate www.healthchat.ca to organize members of these Groups and Tables (see Section 3.3.2)▶ Apply for system-level funding to drive system strategic priorities▶ Continue to update the MH&A Group and Table inventory to reflect the current state of the System (see Section 3.1.1)▶ Continue to build relationships with people with lived experience, their caregivers and traditionally underrepresented populations (see Section 3.1.2)
2022	<ul style="list-style-type: none">▶ Monitor and report on strategic priority progress and make adjustments where necessary▶ Set additional strategic priorities if capacity exists▶ Repeat analyses from the “Working Together” project to measure change over time (see Section 3.2.1)▶ Continue to update the MH&A Group and Table inventory to reflect the current state of the System (see Section 3.1.1)▶ Continue to build relationships with people with lived experience, their caregivers and traditionally underrepresented populations (see Section 3.1.2)

5. Appendices

Appendix A – Mental Health and Addiction Group and Table Inventory

Group/Table	Category	Population Focus	Geographic Region	Mandate/Mission	Purpose	Meeting Information	Lead Information
Community Drug and Alcohol Strategy - Steering Committee	System Planning Table	Primarily those who are marginalized, but strategy as a whole is for the entire population	London-Middlesex	Create, implement, and evaluate a comprehensive drug and alcohol strategy to reduce problematic substance use and harm that reflects the needs of the entire community, through the use of a person centred, equity-focused approach based on the four pillars of prevention, harm reduction, treatment, and enforcement	The mandate of the committee is to provide guidance and oversight to the implementation and evaluation of the Middlesex London Community Drug and Alcohol Strategy. Including: <ul style="list-style-type: none"> • providing leadership to implementation of recommendations contained within the Middlesex London CDAS including decisions regarding implementation structure and workgroups. • developing the overall plan and process to implement the key priorities in the Strategy. • supporting the development of an evaluation framework and indicators. • supporting communication with community partners and the public, providing common messaging for decision makers and community champions 	Bimonthly, 1.5 hours	Rhonda Brittan (Chair); Janet McAllister (Coordinator)
Core Services Leadership Council	System Planning Table	Children and youth, from birth to age 17	London-Middlesex	To serve as the forum for collaborative system planning and coordination of the publicly funded Children and Youth Mental Health (CYMH) agencies in London and Middlesex.	1. Promote transformation of the CYMH system toward optimal functioning given current resources constraints, in terms of quality and effectiveness of services, equitable and timely access, and continuity of care, including pathways and transitions among service providers within the CYMH system, between the CYMH and adult systems, and across related service sectors. 2. Promote improved system functioning through better alignment of services, addressing gaps in service, and optimal allocation of resources. 3. Support and advise the Lead Agency in fulfilling its service-planning mandate as established by the Ministry of Children and Youth Services (MCYS) through the Moving on Mental Health agenda. 4.	Approximately 6 times/year, 3 hours	Jim Madden (Chair)

					Collaborate in the development and ongoing refinement of a comprehensive, clear, and accurate view of the current and evolving state of the CYMH system. 5. Collaborate in the analysis of mental health related strengths and needs of children, youth, their families and communities, through means including shared measurement and continuous communication.		
French Mental Health and Addiction System Network Table	Operational Group and System Planning Table	Full continuum of Francophone population	SW-LHIN	A South West region where every Francophone has access to equitable mental health and addictions services and enjoys good mental health and well-being throughout their lifetime.	The French Mental Health and Addictions System Network Table (hereafter known as the "Table") via the co-Chair or delegate will become a member of the appropriate decision making tables and will provide regular reports, seek/provide information and recommendations as it relates to the availability and implementation of French language services and the Francophone community.	5 times per calendar year, 2 - 3 hours	Karna Trentman (Co-Chair); Suzy Doucet-Simard (Co-Chair)
Frontline Transitional Aged Youth Community Committee	Operational Group	Transitional aged youth	London-Middlesex	The Transition Aged Youth Community Committee provides a space for information sharing and support in system navigation for TAY services in the London area.	Benefits of TAY meetings are the updated intake processes and wait times, information sharing and support, having a face to the name (connection building) of a community service partner.	Quarterly, 2 hours	Ashely Cochrane (Chair)
Human Service and Justice Coordinating Committee	Operational Group	Those individuals with mental disorders, addictions, developmental disabilities, fetal alcohol spectrum/disorder and/or acquired brain injuries, who are involved or at risk of becoming involved with the criminal justice system	London-Middlesex	To identify local priorities, develop and implement strategies for coordination of collective services, and convene as appropriate working groups.	To coordinate in the joint planning, coordination and integration of service delivery for individuals with mental disorders, addictions, developmental disabilities, fetal alcohol spectrum/disorder and/or acquired brain injuries, who are involved or at risk of becoming involved with the criminal justice system, in London and Middlesex County.	Quarterly, 1.5 hours	Michele Murray-Smith (Co-Chair); Noelle Brady (Co-Chair)

London Connectivity Table	Operational Group	Anyone in crisis	London	Shared leadership and intervention for improved community safety and well-being through timely and responsive partnership mobilization.	Attendees bring a high risk case that they need consultation for and the group comes up with a plan to help that individual and harness the resources at the table	Once per week, 30 minutes - 2 hours (depending on the cases)	Christine Sansom (Co-Chair); Michele Murray-Smith (Co-Chair)
London Middlesex Enhanced Mental Health and Addictions Crisis Committee	Operational Group and System Planning Table	16 and up in crisis (not youth or children); mostly adult focused	London-Middlesex	Mental Health and Addiction (MH&A) service providers and community partners in London Middlesex have been working together since 2011 as part of the London Middlesex Enhanced Mental Health and Addictions Crisis and Transitional Case Management Service Committee (the Committee). The purpose of this group has been to improve crisis services, as well as provide insight into the implementation of transitional case management services for both addictions and mental health. The work of this committee has resulted in a strong partnership with MH&A and the London Police Service (LPS), the creation of the London Middlesex MH&A Crisis Center.	Through partnership, this Committee will provide MH&A transitional/urgent supports in an effort to divert clients with a mental illness and/or addictions from the Emergency Department and/or inpatient unit in London Middlesex; Come together within scope of agencies Go over report; trend, immediate need in community, initiatives going on, work plan	Bi-monthly, 2 hours	Christine Sansom (Co-Chair); Pam Hill (Co-Chair); Amy Raine (Admin Assistance)
London Middlesex Local Immigration Partnership – Health & Wellbeing Subcouncil	System Planning Table	Newcomers and immigrants	London-Middlesex	A collaborative community initiative designed to strengthen the role of our community in serving and integrating immigrants	LMLIP works to achieve the five overarching outcomes of the six Sub-councils. These outcomes are: Welcoming Community, Communication and Access to Information, Coordination and Collaboration, Supports and Services for Immigrants and Reduction of Systemic Barriers.		Jill Tansley (Co-Chair of Central Council); Dev R. Sainani (Co-Chair of Central Council); Corrine Walsh (Chair of Health & Wellbeing Subcouncil); Cathy McLandres Vice-Chair of Health & Wellbeing Subcouncil
London/Middlesex Addiction and	System Planning Table	Lifespan of individuals with	London-Middlesex	To strive to reduce the impact of mental illness and addictions by ensuring that all citizens of London Middlesex have timely access to an	To coordinate and build mental health and addiction services in the London Middlesex community where every person enjoys good mental health and well-being throughout their	Every 6 weeks, 1.5 hours	Martha Connoy (Co-Chair); Beth Mitchell (Co-Chair)

Mental Health and Network		mental health and addictions needs		integrated system of excellent, coordinated and efficient promotion, prevention, early intervention, community support and treatment programs.	lifetime, and where all citizens with mental illness or addictions can recover and participate in a welcoming supportive community.		
Middlesex Situation Table	Operational Group	Anyone in crisis	Middlesex	Shared leadership and intervention for improved community safety and well-being through timely and responsive partnership mobilization.	Attendees bring a high risk case that they need consultation for and the group comes up with a plan to help that individual and harness the resources at the table	Once per week, 30 minutes - 2 hours (depending on the cases)	Lori Griffith (Chair)
South West Addiction and Mental Health Coalition	System Planning Table	Lifespan of individuals with mental health and addictions needs	Southwestern Ontario	To strive to reduce the impact of mental illness and addictions by ensuring that all persons in the South West Region have timely access to an integrated system of excellent, coordinated and efficient promotion, prevention, early intervention, community support and treatment programs.	A South West region where every person enjoys good mental health and well-being throughout their lifetime, and where people with mental illness or addictions can recover and participate in a welcoming supportive community.	6 times per year, 3 hours	Linda Sibley (Co-Chair); Catherine Hardman (Co-Chair)
Towards an Integrated Mental Health System	System Planning Table	Not focused on particular population, seek to improve service for infants, children, youth, parents, couples, and adults, and their families and natural support networks	London-Middlesex	The "Toward an Integrated Mental Health and Addictions System" (TIMHS) group exists to support the vision of infants, children, youth, parents, couples, and adults, and their families and natural support networks receiving high quality mental health and addictions services in a timely and coordinated manner within our local area. Specifically, TIMHS seeks to build awareness, familiarity, and understanding of each other's work and experience. Through regular meetings and other events, TIMHS creates a self-organizing forum for professionals to come together to build and enhance a sense of community and reduce barriers to service.	The aim of the committee is to create effective collaboration across sectors of children and adult mental health as well as the child welfare sector in an effort to effectively service entire families, alleviate the risk of future harm and support mental health.	Quarterly, 2.5 hours	Jeff Carter (Chair)

Transitional Age Protocol Community Implementation Team	Operational Group	Transitional aged youth	Thames Valley	The Bridge between Child and Adult services will be built from the voices and opinions of youth, who will be informed and supported in their journey to well-being.	Enhance connectedness and system flow between the child and youth mental health and addiction sector, the adult mental health and addiction sector, and allied sectors by adapting and implementing a youth transitioning protocol in collaboration with system partners.	Not currently meeting	Beth Powell (Co-Chair); Jim Madden (Co-Chair)
Youth Mental Health and Addiction Council	Operational Group and System Planning Table	Transitional aged youth	London-Middlesex	* currently in development	* currently in development	Monthly, 2 hours	Alec Cooke (Co-Chair); Lily Yosieph (Co-Chair)
Youth Wellness Hub	Operational Group and System Planning Table	Transitional aged youth/emerging adults	London-Middlesex	<p>The Youth Wellness Hub London provides coordinated and collaborative mental health, addictions, career, housing, and peer-support services to youth and their families. This collaborative community is driven by youth for youth (age 15-25) and is committed to improving access to and experience with youth services by:</p> <ul style="list-style-type: none"> • Providing timely access to easily identifiable mental health and substance use treatment and support through walk-in or low barrier services in a youth-friendly location • Providing evidence-based, multi-faceted support matched to the needs of the individual • Offering co-located mental health, substance use, primary medical, dental and OB/GYN care, plus vocational, housing, and other supports • Collaborating with youth and their families to evaluate the success of this model and co-creating new services moving forward 	The point is to communicate about the organizations (requirements, wait times) among the organizations who provide services to emerging adults in our community. The goal is to optimize services, minimize wait times and improve collaboration among these groups	Variable from bi-weekly to every other month, 1.5 hours	Elizabeth Osuch (Co-Chair); Steve Cordes (Co-Chair)

Appendix B – Group/Table Internal Review Template

Group/Table Internal Review

Each Group/Table are encouraged to complete an internal review and to assess the results of the review to drive change (if applicable). Below are two steps Groups/Tables can take to complete this internal review.

Step One: Revisit your Terms of Reference to make any necessary changes. Tasks could include:

- Revisit mandate statement: does this reflect the work that is needed in the community and the work that this group wants to take on? Adjust as necessary.
- Revisit membership: does current membership reflect active participants in Group/Table? Are there any missing communities/representatives that need to be added based on the selected mandate?

Step Two: Internal Review Survey

All members of the Group/Table should complete the following survey. Groups/Tables are encouraged to adapt this to fit the needs of their Group/Table. Aggregated results of the review should be shared and discussed at a Group/Table meeting, with time to develop actions for change (if applicable).

Circle the response that best reflects your opinion. The rating scale for each statement is: Strongly Disagree (1); Disagree (2); Maybe or Not Sure (3); Agree (4); Strongly Agree (5).

Survey Template

A. Meetings

1. The vision for our Group/Table is known by all members and drives the work of the Group/Table.	1	2	3	4	5
2. The mandate for our Group/Table is distinct from other Groups/Tables in the sector.	1	2	3	4	5
3. Our Group/Table regularly engages with other Groups/Tables with similar or aligned work.	1	2	3	4	5
4. Our Group/Table is connected with at least one Operational Group or System Planning Table to drive recommended action.	1	2	3	4	5
5. Our Group/Table operates with a strategic plan or a set of measurable goals and priorities.	1	2	3	4	5
6. Our Group/Table's regular meeting agenda items reflect our strategic plan or priorities.	1	2	3	4	5
7. Meeting agendas are well planned so that we are able to get through all necessary business matters.	1	2	3	4	5
8. Meetings are generally efficient and a good use of members time.	1	2	3	4	5
9. People we serve and their caregivers are at the core of all of the decisions that we make.	1	2	3	4	5

B. Membership

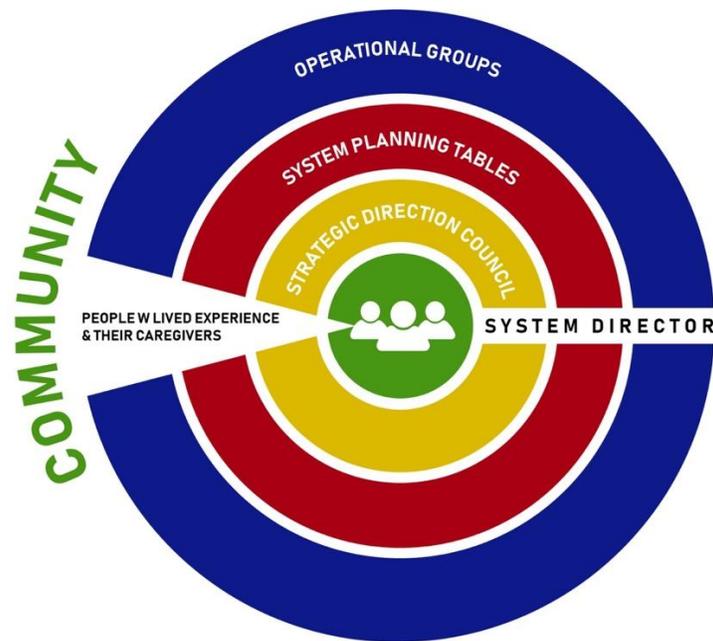
1. The majority of members come prepared to the meetings.	1	2	3	4	5
2. There is adequate representation of organizations as members as is deemed appropriate given the mandate of our Group/Table.	1	2	3	4	5
3. Composition of membership includes people with lived experience, caregivers, Indigenous people, newcomers and other traditionally underrepresented populations.	1	2	3	4	5
4. Members do a good job encouraging and dealing with different points of view.	1	2	3	4	5

C. Chair/Co-Chair

1. The Chair is well prepared for board meetings.	1	2	3	4	5
2. The Chair helps the members stick to the agenda.	1	2	3	4	5
3. The Chair is skilled at managing different points of view.	1	2	3	4	5
4. The Chair tries hard to ensure that every board member have an opportunity to be heard.	1	2	3	4	5
5. The Chair, or an assigned delegate, ensures recommended action are driven in between meetings	1	2	3	4	5

Adapted from A Form for Board Evaluation (cmaa.org, 2019) and Board Self-Evaluation Questionnaire (governinggood.ca, 2016)

Appendix C – London-Middlesex Mental Health and Addiction System



Terms and Definitions:

- System: a framework to organize MH&A stakeholders in London-Middlesex
- Community: all individuals in London-Middlesex
- Sector: population with a specific need (e.g. child & youth, housing, etc.)
- Group: action oriented
- Table: planning oriented
- Council: provides direction to the System

People with lived experience, their caregivers:

- These groups are at the core of the System and must be represented as they feel appropriate across the System

Operational Groups:

- **Objectives:**
 - represents a minimum of 2 organizations that include in their mandate MH&A and/or social determinants of health related to MH&A (e.g., MH&A crisis, housing challenges)
 - action oriented
 - manages implementation of group-relevant strategic priorities in collaboration with System Planning Tables including special consideration of (but not exclusive to) the System's strategic priorities (as established by the Strategic Direction Council)
 - engages in bi-directional communication with relevant Community stakeholders, Operational Groups, and System Planning Tables
- **Potential Meeting Frequency:** weekly to monthly (or as defined by the group)

- **Potential Members:** program managers and/or front line service providers from related agencies, subject matter experts and people with lived experience and their families/caregivers (10-30 members).

System Planning Tables:

- **Objectives:**
 - represents a sector of the System with appropriate representation from related agencies
 - identifies specific gaps or challenges within the defined sector
 - planning oriented
 - sets strategic priorities for that sector including special consideration of (but not exclusive to) the System’s strategic priorities (as established by the Strategic Direction Council)
 - supports goal setting, monitoring and reporting of selected strategic priorities in collaboration with Operational Groups
 - facilitates bi-directional communication between relevant Community stakeholders, Operational Groups, and Strategic Direction Council
- **Potential Meeting Frequency:** quarterly (or as defined by the table)
- **Potential Members:** decision makers from related agencies, subject matter experts and people with lived experience and their families/caregivers (10-20 members).

Strategic Direction Council:

- **Objectives:**
 - Serve as a voice for the mental health and addictions system in London-Middlesex, while ensuring that all decisions and actions are anchored in how it will have an impact on the people that we serve
 - Engage all layers of the System, including the community, people with lived experiences and their caregivers, Groups and Tables in proposing potential strategic priorities for the mental health and addictions system
 - Select 1-2 planning-level strategic priorities for the region to collaboratively pursue
 - Utilize data management and population health management to drive priority decision making to ensure that at the core of these decisions are improving the experience of care for the people who are being served
 - Disseminate to the system agreed upon strategic direction priorities and framework for goal setting, monitoring and reporting
 - Work to reduce unnecessary duplication and increase efficiency of resources at the system level
- **Potential Meeting Frequency:** 1-2/year
- **Potential Members:** one Chair from each of the System Planning Tables, three people with lived experience and 3 caregivers, one representative from the Board of Directors and one operational leader of the top 6 connected organizations in MH&A, representative of the City of London and Middlesex County

System Director:

- Dedicated person to support the System with engagement and project management resources to ensure the successful coordination and driving of strategic priorities for the region

Appendix D – Strategic Direction Council Terms of Reference

Disclaimer: These Terms of Reference have been developed in consultation with the MH&A community, and were presented at the first SDC meeting in November 2019 for feedback and input. These terms will be finalized and ratified at the next SDC meeting, currently planned for early 2020.

Objectives and Actions:

The Strategic Direction Council will:

- Serve as a voice for the mental health and addictions system in London-Middlesex, while ensuring that all decisions and actions are anchored in how it will have an impact on the people that we serve
- Engage all layers of the System, including the community, people with lived experiences and their caregivers, Groups and Tables in proposing potential strategic priorities for the mental health and addictions system
- Select 1-2 planning-level strategic priorities for the region to collaboratively pursue
- Utilize data management and population health management to drive priority decision making to ensure that at the core of these decisions are improving the experience of care for the people who are being served
- Disseminate to the system agreed upon strategic direction priorities and framework for goal setting, monitoring and reporting
- Work to reduce unnecessary duplication and increase efficiency of resources at the system level

Guiding Principles:

The Strategic Direction Council will be guided by the following principles:

- **People with lived experience and their caregivers are at the core of what we do** – all decisions and actions taken are anchored in how it will have an impact on the people that we serve
- **Equity lens** – we will apply an equity lens in all aspects of the Strategic Direction Council, including how we conduct meetings, interact with each other and the community, make decisions, etc.
- **Consensus decision making** - we will make decisions "based on a deliberate process of consensus building, whereby members of a group actively participate in finding a decision together that all members can feel comfortable with. A consensus decision does not necessarily reflect complete unanimity. However, decisions reached by consensus do reflect the thoughts and feelings of the groups as a whole, rather than just a majority" (Madden, 2017)
- **Systems-level thinking** - we all come from different organizations or sectors of the community. It is important to embrace these unique roots, but we will work to take a systems-level approach to all of the work that we do and make decisions with the interests of the system in mind
- **Respect** - we all come with our differences and these differences can make us stronger. No matter the conversation, we will treat all voices at the council with respect and will ensure every voice is heard
- **Openness and transparency** - the work and discussions at the Strategic Direction Council must include the voices of our community and the work being done at the Council must be transparent and communicated back to the community

- **Authentic representation and engagement** - we recognize that the mental health and addictions work in London-Middlesex has not always represented the diverse population of our community. We will work to learn from these communities what the best way is to authentically represent and engage them in all areas of this work (see below for best practices for engaging people with lived experience and their caregivers)
- **Challenge the status quo** - we are looking to do things differently, innovate often, challenge our typical motives and consistently reflect on our actions
- **Action-oriented and outcome driven** - we will ensure that all of the conversations lead to actions and where possible will monitor outcomes for the region
- **Accountability** - each member of the Strategic Direction Council will attend the meeting (or send an alternate) and complete preparatory work prior to the meeting

Best Practices for Engaging People with Lived Experience and Their Caregivers

- *Authentic engagement*: have the individuals decide the appropriate level and way they should be engaged; co-create with people with lived experience and their caregivers
- *Representation*: there should be at least three people representing each group in order to ensure they feel comfortable sharing their perspectives at meetings; ensure diversity in representation
- *Accessible engagement*: language and wording in agendas and at meetings should be inclusive as not all individuals have familiarity with MH&A terminology; there should be multiple ways to engage individuals such as individual meetings, phone calls, and meeting them in their own environment
- *Agenda setting*: include them in setting the agenda for meetings; offer to call them before meetings to review the agenda so they can adequately prepare for the content to be discussed at the meetings
- *Compensation*: individuals should be compensated monetarily for their time and travel expenses if they are not being paid by an organization to attend a meeting
- *Meeting location*: meetings should be held in environments that are welcoming to individuals (e.g., not in a clinical setting); location should be easily accessible by public transportation
- *Meeting time*: consider a time of day that will be accessible to them as meeting times will be impacted by job priorities, childcare, etc.

Membership

- One* Chair from each Planning Table (*two spots will be available if they are from a traditionally underrepresented population e.g., youth council, Francophone, Indigenous, & newcomer communities)
- Three people with lived experience
- Three family/caregiver representatives
- One representative from the Board of Directors and one operational leader of the top 6 connected organizations in mental health and addictions (i.e., ADSTV, CMHA, FSTV, LHSC, and St. Joseph's Healthcare, Vanier Children's Services). If the operational leader is also a Table Chair, this individual will be asked to serve both roles
- Representative of the City of London
- Representative of Middlesex County

- A list of alternates will be developed for each membership position

Meeting Frequency

- Quarterly for the first year, followed by twice a year
- Ad-hoc meetings if needed, with an option to meet over the phone for small discussions

Chair

- To be determined

Appendix E – System Director Job Description and Proposed Budget

JOB DESCRIPTION

The Mental Health and Addiction System Director (System Director) will support the London-Middlesex MH&A community with engagement and project management resources to ensure the successful coordination of the system. They will have big picture thinking and be able to drive action across the system. They will report to the Strategic Direction Council (SDC).

Responsibilities

- *Operation Management*
 - Support the SDC, including setting meetings and agenda and cultivating a culture of consensus making, full participation of all members and engagement of people with lived experience, families/caregivers and traditionally underrepresented populations
 - Support the work of the SDC, including monitoring and supporting the communication channels across the system
 - Drive the implementation of SDC recommendations and priorities
 - Seek funding opportunities in collaboration with the SDC and system partners
- *Research Support*
 - Monitor system indicators and performance
 - Utilize population health management techniques
 - Provide research support and liaise with additional research support when necessary
- *Relationship Building*
 - Build relationships with people with lived experience, families and traditionally underrepresented groups and ensure appropriate engagement throughout the MH&A system
 - Liaise with community organizations to access the mental health system and connect with appropriate partners
 - Sit as an ad-hoc member of Operational Groups and System Planning Tables within the MH&A system
- *Communications*
 - Facilitate communication channels between the Strategic Direction Council, Operational Groups and System Planning Tables and ensure the communication channels are functioning appropriately
 - Develop and maintain a website or utilize an existing platform in order to create a system to enhance transparency and improve collaboration throughout the MH&A system
 - Write case studies, reports and publications of success stories in the region

Requirements

- Master's degree, or equivalent work experience and education
- Minimum of 3 years community leadership/project management experience

PROPOSED BUDGET

Cost Categories	Total Budgeted (per year)
Human Resources	
System Director (salary including benefits)	\$ 100,000
Continuing Education	\$ 2,000
Administrative Support (1.5 days/week)	\$ 16,000
Research Support (1.5 days/week)	\$ 18,000
Honorariums for People with Lived Experience	\$ 4,000
<i>Human Resources Subtotal</i>	\$ 140,000
External Resources*	
Meeting Expenses (e.g., room booking, refreshments)	\$ 2,500
Office Space (e.g., Innovation Works)	\$ 2,500
Marketing (e.g., website hosting, marketing materials)	\$ 4,000
Travel	\$ 2,500
Miscellaneous expenses (e.g., communications, laptop, software, teleconference fees, etc.)	\$ 3,500
<i>External Resources Subtotal</i>	\$ 15,000
Total	\$ 155,000

* External Resources could be supported in-kind by participating organizations

Appendix F – Sample Working Together Feedback Form

WORKING TOGETHER:
Using Social Network Analysis to Help
Connect Mental Health & Addictions Services
in London-Middlesex

Program: Program A
Organization: Organization A

Organizations* identified by the study: 85
that completed at least 1 survey: 74

Response rate: **87%**

*For the purposes of this project, an organization is defined as an entity comprised of a number of unique programs. Organizations were included if at least one of their programs provides services to people with a mental health, addiction, and/or substance use challenge.

BY THE NUMBERS

† Programs identified by the study: 439

Organization-affiliated programs	327	Identified
Private practitioners	112	Responses
	41	

Additional programs identified by survey respondents: 212

- Mental health and addictions (MH&A) programs in London-Middlesex: 34
- MH&A programs outside London-Middlesex: 31
- Non-MH&A programs: 147

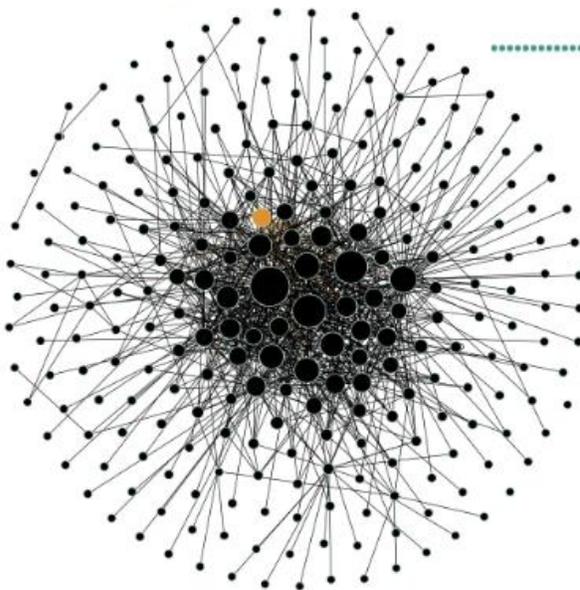
† For the purposes of this project, a program includes both programs affiliated with organizations, as well as independent practitioners.

System Overview

Interpreting the map:

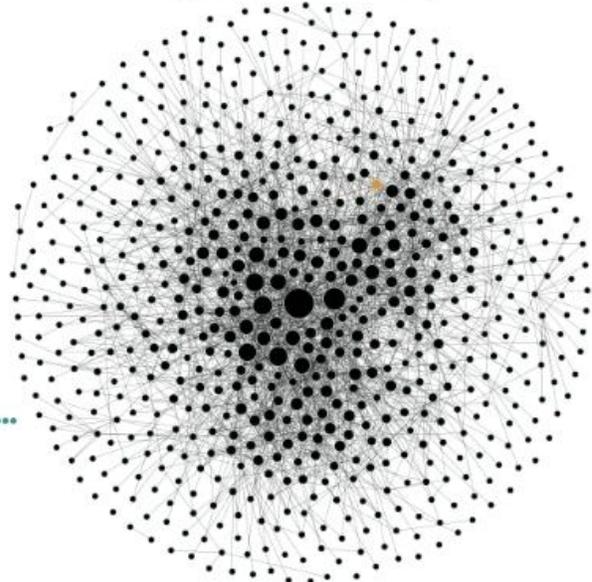
- Each node represents a distinct organization or program; private practitioners are combined in one node
- The size of the node denotes influence in the network
- Lines between nodes indicate a reported connection between organizations/programs

Organization-level Network Map



- Your organization is highlighted in orange
- Total nodes at the organization level: 250, which includes the 85 organizations identified by the study + additional organizations identified by survey respondents (includes non-MH&A organizations, ones in other regions, etc)

Program-level Network Map



- Your program is highlighted in orange.
- Total nodes at the program level: 651, which includes programs who completed a survey as well as those identified by the survey respondents.

What We Heard From You



Survey responses

You reported that you worked with **8** other programs. In these relationships, you reported:
 An average **STRENGTH** score (1 being weak, 7 being strong) of **3.5** [range: 2 - 6]
 An average **EXPERIENCE** score (1 being low, 7 being high) of **6.5** [range: 5 - 7]

Each program or service and each organization were given a ranking of relative influence in the network.
 Your program's ranking out of 651 is **270**
 Your organization's ranking out of 250 is **20**

Our survey gathered information from other programs on their reported relationship with you. The average number of relationships reported to any program was 2.64. A total of **3** program(s) reported working with your program/service.



Resources to connect with

You indicated you had the most difficulty connecting with services related to **Family and Caregiver Support, Housing, and Medication**. Based on the above, the following services self-identify as addressing these needs. Also refer to Help Yourself Through Hard Times from Information London (informationlondon.ca) for more listings by category.

- **Family and Caregiver Support:** Search southwesthealthline.ca for "Mental Health Peer and Family Programs" and "Respite Care" (subdivides further)
- Caregiverexchange.ca
- Victorian Order of Nurses - Caregiver training, information, and education
- CMHA Middlesex - Family Support Program
- Vanier Children's Services - Respite services
- Bartimaeus Inc. - Specialized Behavioural Support
- **Housing:** Search southwesthealthline.ca for "Housing Referral and Rights" or "Shelters, Transitional Housing, and Drop-In Centres for Women"
- Fanshawe College - Off-Campus Housing Listings
- First Nations Housing Co-op
- LIFE*SPIN Community Housing Initiative
- City of London - Housing Access Centre
- London and Middlesex Community Housing
- Western University - Off-Campus Housing Service
- Landlord and Tenant Board - Southwestern Regional Office
- Salvation Army - Centre of Hope
- Ontario Tenants Rights
- **Medication:** Search southwesthealthline.ca for "Pharmacies"

Due to the large number of respondents, this list was generated in a standard format for each category. Please disregard any programs you already work with, and contact the project leads for alternatives.

To search in general for services that your program and/or clients may benefit from connecting with, please consider the following resources:



NEXT STEPS

- Additional analyses of the data are possible. Please contact us to learn more.
- We hope to present and publish our findings in a variety of formats, and to explore how this project can be extended and applied in future projects.
- In the future, it may be prudent to replicate the study in order to capture and reflect changes to mental health and addictions programs in London-Middlesex



QUESTIONS? COMMENTS? WANT TO LEARN MORE?

Contact us!

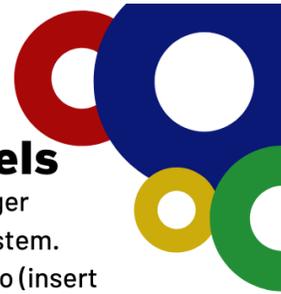
Kait Saxton, MSc
Project Manager - ksaxton@ivey.ca

Dr. Matthew Meyer, PhD
Project Lead - matthew.meyer@lhsc.on.ca



With special thanks to the **London Community Foundation's** Isabel Hodgkinson Fund for their generous support.

Data gathered for this project was collected during Winter-Spring 2019



MH&A System Communication Channels

The purpose of this form is to facilitate communication and to build stronger connections between all members within the London-Middlesex MH&A system. Please use the spaces below to provide an update of (insert Group name) to (insert Table name).

1. What has been the main focus for the *past* 3-4 months of your Group?

2. What is the main focus for the *next* 3-4 months for your Group?

3. What has made your group feel productive and/or hindered your productivity?

4. Does your Group have any requests, questions or suggestions for the System Planning Table or Strategic Direction Council?

5. Is there a success story from your Group that you would like to share?

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON FEBRUARY 19, 2020
FROM:	SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME
SUBJECT:	ONTARIO WORKS EMPLOYMENT INNOVATIONS PURCHASE OF SERVICE AGREEMENT LONDON CIRCLES INITIATIVE

RECOMMENDATION

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the attached proposed By-law Appendix "A" **BE INTRODUCED** at the Municipal Council meeting of March 2, 2020;

- a) **TO APPROVE** the Purchase of Service Agreement with Goodwill Industries, Ontario Great Lakes for the delivery of the Bridges Out of Poverty & Circles Initiative, and
- b) **TO AUTHORIZE** the Mayor and City Clerk to execute the Purchase of Service Agreement for the delivery of the London Circles Initiative.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
--

- Purchase of Service Agreement – Ontario Works Employment Assistance Services (CPSC, March 5, 2019)
- 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);

BACKGROUND

The London Circles Initiative (formerly known as the Bridges Out of Poverty & Circles Initiative) is a unique employment program delivered through a partnership with Goodwill Industries, Ontario Great Lakes and Ontario Works. This report supports a renewal of the service agreement for the delivery of the London Circles Initiative. The proposed agreement attached as Schedule "1" will support the movement of long-term Ontario Works participants to employment as well as support the longer term outcomes of breaking the cycle of persistent poverty and increase public awareness and understanding of poverty.

In March 5, 2019, City Council Approved a Purchase of Service Agreement with Goodwill

Industries Ontario Great Lakes which terminated on Dec 31, 2019. The agreement extended the Bridges Out of Poverty & Circles Initiative and aligned funding renewal with the Multi-year Budget Process.

In March 2016, through the Multi-year Budget Process, City Council approved a budget allocation to expand 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.

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.

The proposed agreement has a two year duration (with two (2) one-year renewals) which reflects the current fluidity within the employment sector and provides an opportunity to adjust the scope of the initiative and terms of the contract to reflect emerging realities during this period.

London Circles Initiative

The London Circles Initiative is identified in City Council’s 2019-2023 Strategic Plan for the City of London as a collaborative strategy supporting the goal of reducing the number of Londoners experiencing poverty.

The Circles Initiative expands Londoners’ understanding of poverty and the issues facing those who experience it. The program was introduced into London by key community stakeholders in 2011 and continues to have significant community support.

The initiative has been delivered since 2013 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, United Way London, Elgin, Middlesex, Fanshawe College, King’s University College, 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 or Circle Leader workshops for individuals living in poverty to assess their personal situation, set goals, and take action, and
- The Circles program where engaged Londoners meet and build supportive networks with individuals living in poverty with a goal of transitioning off of Ontario Works assistance to economic self-sufficiency and creating community change.

Currently 71 Individuals and families are participating in the initiative and 116 have participated since the initiative began in 2014.

Outcomes to date are consistent with results from other Circles programs across Ontario which indicate that Circles participants significantly increase their earnings through work and increase their earning potential by returning to school, further education and training to secure more stable, long-term employment and remain off of Ontario Works. Approximately 70% of Circles graduates (those who leave the program) are employed. An increasing number of participants (estimated between 5 to 10% of participants) return to school while in the Circles program.

APPENDIX A

Bill No.
2020

By-law No.

A By-law to approve the Agreement for the delivery of the London 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 London 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 , 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading -
Second reading -
Third reading –

Schedule 1

PURCHASE OF SERVICE AGREEMENT FOR THE CIRCLES INITIATIVE

THIS AGREEMENT with effect as of the 1st day of January, 2020,

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 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, 2020**, and shall expire, without the necessity of notice, on the **31st day of December, 2021** (the "Term of the Agreement").

2.2 Renewal

At least 30 days prior to expiry of the Agreement, the City Representative and the Service Provider may mutually agree in writing to renew the Agreement on the same terms and conditions as set out in this Agreement for successive one-year periods, up to a maximum

of two (2) one-year renewals. Any decision by the City Representative or the Service Provider not to renew the Agreement shall be without compensation, penalty or liability on the part of the City to the Service Provider or the Service Provider to the City.

3.0 OBLIGATIONS OF THE CITY:

3.1 Payment for 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 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 Circles Initiative or relating to the program itself. City staff will assist the Circle Leader in the achievement of their employment and education goals. 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 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 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 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 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 Circles Initiative it provides under this Agreement, and acknowledge the City’s involvement in the 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 City staff to evaluate the Circles Initiative
- shall maintain any and all licences, permit and approvals required to deliver the 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 City 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 City staff immediately of any accidents or incidents at the Service Provider’s

premises or service delivery locations 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 City of London Social Services 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 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 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 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 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 Circles Initiative forming the subject of the Agreement.

4.16 Conflict of Interest

The Service Provider shall ensure that the Circles Initiative are carried out without a conflict of interest by any person associated with the 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 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 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 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 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 Circles Initiative
- (ii) Schedule "B" – Circles Initiative - Services to be Provided
- (iii) Schedule "C" – Cost of 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 Circles Initiative

The “Circles” Initiative expands the understanding of poverty and the issues facing those who experience it. The program was introduced into London by key community stakeholders in 2011 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 or Circle Leader 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 together, work 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.

“**Circle Provider**” is defined as an organization or collaboration of organizations, which is responsible for the operations of a Circle group which may include but not limited to providing physical space and facilities, organizing volunteers, recruiting Allies, arranging guest speakers, providing a Circle Coach, assisting with weekly meetings, meals, and child minding.

“**Guiding Coalition**” is a committee comprised of representatives from various sectors (business, non-profit, community associations), Circle Leaders and community leaders which provides the inspiration, support, planning and leadership necessary for the Bridges Out of Poverty & Circles Initiative to be successful. The Guiding Coalition comprises several sub-committees and is responsible to modify the Circles model to best fit the unique needs and resources of the community. It is a potent force for changing the mindset of the London community and addressing issues that require systemic change.

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 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 and motivation 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, to stabilize and plan ahead, to build a network of social relationships and to find opportunities for employment or to return to school and training. Allies learn about the impacts of poverty in London and, together with Circle Leaders, 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 network-building approach 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 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
- As possible, reduce reliance on social assistance, which could result in an overall reduction in service costs; and
- Increase community awareness of poverty and increase community engagement by providing opportunity to prevent, reduce and alleviate poverty.

SCHEDULE "B"

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 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: \$248,000

as compensation in full for the 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

The Service Provider shall lead the work of co-ordination and continued development of the Circles Initiative in London and further expanding its community focus, re-invigorating the Guiding Coalition and increasing Community champions and Circle Providers. The Service Provider will also provide oversight, direction and support to Circle Providers for the delivery of the Circles Program in London.

The Service Provider shall ensure an inclusive community process and ensure broad community support along with a diverse representation of community groups and associations.

The following outcomes are expected:

- Fully Operationalized the London Circles Initiative
 - ❖ 4 active Circle groups each supported by a lead community agency as “Circle Provider”
 - ❖ 20 Circle Leaders in regular, active participation in each of the Circles
 - ❖ 2 Allies per Circle Leader
 - ❖ Circle Leaders are actively engaged in Circles and moving forward to meet their employment and life goals
 - ❖ Circle Leaders who have exited Circles are experiencing continued success in employment and education:
 - > 65% of Leaders who have exited Circles are working fulltime and remain off Ontario Works assistance
 - > 80% of Leaders who have exited Circles are working
 - > 80% of Leaders who have exited Circles have increased education
 - > 80% of Leaders who have exited Circles have increased earnings

The Service Provider and the City of London Social Services staff will deliver Getting Ahead workshops for Ontario Works participants to prepare them as Circle Leaders ready to participate in the Circles Program.

The Service Provider will be responsible for the delivery of Bridges Out of Poverty and ReThink Poverty workshops which will increase the London community’s awareness and understanding of poverty and related issues and as a result increase Londoners’ engagement in poverty reduction initiatives. The following outcomes are expected:

- Delivery of Bridges Out of Poverty and ReThink Poverty Workshops in the London community – 1,000 persons to attend per year
- Increased awareness of poverty within the community
- Increased engagement of Londoners in poverty reduction strategies including supporting Bridges Out of Poverty & Circles Initiative in London.

The Service Provider shall participate fully in the evaluation of Bridges Out of Poverty & Circles Initiatives.

The Service Provider shall adhere to and meet all guidelines outlined by A-ha Process Inc. for the delivery of Getting Ahead and Bridges Out of Poverty workshops.

The Service Provider shall contract for Circles 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 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 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 Circles Initiative and to inspect an 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 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:

- Annual report summarizing the years activities and quarterly statistics including the number of individuals assisted. The annual report is to include a financial report on the use of the funds for the calendar year (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.
- Quarterly statistical reports which provide a quick outline of outcomes including participation levels, trainings to date, Circle Leader profiles and program outcomes.
- Annual Budget outlining projected revenues, donations (including in-kind) as well as expenses relating to the Circles Initiative.
- Updates and additional reports as requested.

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 19, 2019
FROM:	SANDRA DATARS BERE MANAGING DIRECTOR HOUSING, SOCIAL SERVICES AND DEARNESS HOME
SUBJECT:	COORDINATED INFORMED RESPONSE – YEAR END UPDATE

RECOMMENDATION

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, this report **BE RECEIVED** for information purposes.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

- Core Area – Informed Response (SPPC: September 17, 2018)
- Core Area Informed Response – Pilot Update Report (SPPC: March 4, 2019)
- Core Area Informed Response and Resting Space – Update (CPSC: October 8, 2019)

PURPOSE

The purpose of this information report is to provide a Year-end update on the Coordinated Informed Response and Resting Spaces.

BACKGROUND

Like many other communities across Canada, London is continuing to see an increase in street-involved activity including unpredictable and disruptive behaviours, vandalism and excessive garbage, disruption to businesses, trespassing and urban camps.

These challenges are related, in part, to the increased risks from substance use, mental illness, homelessness, and pressures on social supports, access to treatment, and available affordable housing stock.

London’s Coordinated Informed Response (CIR) works together with multiple service areas and organizations. It is a caring and compassionate response that aims to support individuals who are experiencing, both sheltered and unsheltered, homelessness by finding safe alternative solutions focused on housing.

A 16 week pilot project ran for five months in 2018 known as The Core Area Informed Response. It focused on strategies to address the issues causing public concern and studied the situation to better understand what was happening, collect data and strengthen the Informed Response in the future. With the results of the evaluation, and knowledge gained by working in an integrated pilot program, strategies and actions were applied in forming a more committed initiative to better serve the needs in London.

On April 15, 2019, having learned from the pilot project, Coordinated Informed Response began as a fulltime initiative. A City funded, coordinated, cross-functional team was put into place to provide a caring and compassionate approach to respond to the identified needs of our community.

The Response partners include: Atlohsa, Corporate Security, Homeless Prevention, London Cares, London Police Services, Municipal Law Enforcement, Parks, Roads and Service London.

This collaborative Response links to the City of London’s Strategic Plan, the London Plan, the Homeless Prevention and Housing Plan, and the Mental Health and Addiction Strategy. Links to community plans and initiatives include the Community Drug and Alcohol Strategy, London for All initiative and other related activities such as the proposed Core Area Action Plan initiative.

Coordinated Informed Response Update – April 15, 2019 to December 31, 2019

The Coordinated Informed Response continues to focus on housing stability for individuals urban camping and sleeping rough. Between April 15, 2019 and December 31, 2019,

- **45** unique individuals have been housed through CIR Outreach interactions.
- **4** individuals have secured homes in supportive housing models
- **4** individuals have diverted back to natural resources such as family
- **9** individuals were housed by CIR Outreach referrals to other Housing First agencies

During the period between April 15, 2019 and December 31, 2019 the CIR Outreach engaged within **2,002** independent interactions.

As part of a caring and compassionate response focused on housing stability, in addition to the Coordinated Informed Response housing individuals, they provided referrals to supports and services to assist with their needs, including:

Referral Type	Number of Referrals
Housing Services	898
Emergency Shelter	508
Support Services (social / medical services, etc.)	510
Warm Transfers out of encampment	76

The primary and secondary service needs met for individuals included:

- **751** requests for Water/Food
- **577** requests for Housing Navigator
- **958** requests for Rest

*During the last quarter there was a decrease in water/food requests but a significant increase in housing and rest requests. This is believed to be directly attributed to weather.

** During this period there was a change in data entry practices. Some CIR interactions were not identified as CIR specific but rather as general Outreach. This resulted in underreporting of CIR interactions. All numbers reflect confirmed CIR interactions.

The City received **3,035** community initiated complaint calls / emails for CIR.

The Coordinated Informed Response attended to **4,697** incidents of urban camps and sleeping rough occurrences in this period, and:

- Removed **654** urban camps;
- Reported **85** incidents of pets (81 dogs, 4 cats)
- Tagged and stored **80** personal items for claiming
- Recovered **15,362** syringes; and,
- Collected over **5,027** bins of garbage.

Resting Spaces

Effective September 16, 2019, Resting Spaces were expanded in the community to include daytime hours to further support the efforts of the Coordinated Informed Response. Resting Spaces provide programming designed specifically for individuals experiencing homelessness and urban camping or sleeping rough. Individuals can be referred to Resting Space by CIR in the day, to have their immediate needs of water, rest, food, and engagement met. Resting spaces are low barrier; individuals who may be

demonstrating “in-the-moment” unpredictable and disruptive behaviours and may otherwise not be eligible to receive services now can. Additionally, individuals are permitted to bring and store belongings while accessing Resting Space.

10 Daytime Resting spaces have served **566** individuals between the opening date of September 16, 2019 and December 31, 2019.

An additional 10 Resting Spaces offered both day and night will be operational as of February 2020. Coordinated Informed response will therefore have 20 Day time and 10 Night time Resting Spaces, 7 days a week, to assist with the needs of individuals experiencing unsheltered homelessness. These additional beds will be accessed through a referral from CIR only.

Next Steps

The Coordinated Informed Response will continue to have in place a coordinated cross-functional team to provide a caring and compassionate response to the unpredictable and disruptive behaviours of individuals that are sleeping rough and urban camping related to substance use, mental illness, homelessness, and pressures on social supports, access to treatment, and available affordable housing stock. The knowledge gained through the Coordinated Informed Response will continue to be applied so to adapt the strategies and actions to strengthen our community with a focus on building a better London for all.

FINANCIAL IMPACT

Civic Administration has brought forward a business case for consideration as part of the 2020-2023 Multi-Year Budget in order to secure permanent funding for this initiative.

Resting Spaces are funded 100% by the Province of Ontario through the Community Homelessness Prevention Initiative (CHPI). There was no net financial impact on the City’s approved 2017-2019 Operating Budget.

PREPARED BY:	SUBMITTED BY:
DEBBIE KRAMERS MANAGER, COORDINATED INFORMED RESPONSE HOUSING, SOCIAL SERVICES & DEARNESS HOME	CRAIG COOPER MANAGER, HOMELESS PREVENTION HOUSING, SOCIAL SERVICES & DEARNESS HOME
RECOMMENDED BY:	
SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES & DEARNESS HOME	

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON FEBRUARY 19, 2020
FROM:	SANDRA DATARS BERE MANAGING DIRECTOR HOUSING, SOCIAL SERVICES AND DEARNESS HOME
SUBJECT:	HOMELESS PREVENTION CHPI PURCHASE OF SERVICE AGREEMENT TEMPLATE

RECOMMENDATION

That, on the recommendation of the Managing Director of Housing, Social Services and Dearness Home, that the following action be taken:

- 1) The proposed by-law attached as (Appendix "A") **BE INTRODUCED** at the Municipal Council meeting to be held on March 2, 2020;
 - a) **TO AUTHORIZE** and **APPROVE** a standard form Community Homeless Prevention Initiative Purchase of Service Agreement, substantially in the form attached as Schedule 1 to the by-law for Homeless Prevention, to be entered into between The Corporation of the City of London and various service providers where program funding is provided through the Ontario Community Homeless Prevention Initiative;
 - b) the Managing Director, Housing, Social Services and Dearness Home or their written designate, **BE AUTHORIZED** to execute the Community Homeless Prevention Initiative Purchase of Service Agreements with Service Providers, employing the standard form Agreement authorized and approved authorized and approved in part a), above.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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- Homeless Prevention Municipal Purchase of Service Agreement Template (CPSC: December 3, 2019)
- Community Homeless Prevention Initiative Amended Bylaw (CPSC: June 17, 2019)
- Community Homeless Prevention Initiative (CPSC: December 17, 2012)

PURPOSE

The Homeless Prevention Community Homelessness Prevention Initiative (CHPI) Purchase of Service Agreement (POS) template attached as Schedule 1 has been updated to better align with homeless prevention program, insurance and indemnity, and funding requirements.

The CHPI Purchase of Service Agreement Template is intended for use as the standard template for purchase of service agreements for City of London Homeless Prevention programs funded through the Ontario Community Homeless Prevention Initiative, starting in 2020.

BACKGROUND

On April 30, 2013 Council approved By-law No.A.-6955-156 with respect to a standard form Purchase of Service Agreement for City of London Homelessness Initiatives. This Purchase of Service Agreement was used for both provincially and municipally funded programs.

In the fall of 2019, the City of London Homeless Prevention team undertook a review of all Homeless Prevention funding agreements to ensure alignment with the 5-year review of the Homeless Prevention and Housing Plan, 2010-2024. During the review, a need for updates to the standard form agreement, and development of two separate Purchase of Service Agreement's was identified, one for municipally funded programs, and another for programs funded through Ontario's Community Homelessness Prevention Initiative.

On December 10, 2019 Council approved By-law No. A.-7924-5 to authorize and approve a standard form Municipal Purchase of Service Agreement with respect to the purchase of homeless prevention services by The City of London.

The Homeless Prevention CHPI Purchase of Service Agreement attached as Schedule 1 to the Bylaw, is intended for POS agreements funded through CHPI. The Bylaw and Schedule 1 have been reviewed by the City Solicitor's Office and Finance and Corporate Services, and Insurance and Indemnity requirements have been reviewed by Risk Management.

FINANCIAL IMPACT

There is no financial impact. The Homeless Prevention CHPI Purchase of Service Agreement Template is intended for future Purchase of Service Agreements that are approved and funded through the Ontario Community Homeless Prevention Initiative, beginning in 2020.

PREPARED BY:	SUBMITTED BY:
 KATE GREEN MANAGER, HOMELESS PREVENTION FUNDING HOUSING, SOCIAL SERVICES & DEARNESS HOME	 CRAIG COOPER MANAGER, HOMELESS PREVENTION HOUSING, SOCIAL SERVICES & DEARNESS HOME
RECOMMENDED BY:	
 SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES & DEARNESS HOME	

Bill No.
2020

By-law No. A.

A by-law to authorize and approve a standard form Community Homeless Prevention Initiative Purchase of Service Agreement, substantially in the form attached as Schedule 1 to the by-law for Homeless Prevention, to be entered into between The Corporation of the City of London and various service providers where program funding is provided through the Ontario Community Homeless Prevention Initiative.

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

AND WHEREAS the City is the service manager under the *Housing Services Act* for the geographic service area of the City of London and County of Middlesex, and shall, in accordance with its housing and homelessness plan, carry out measures to meet the objectives and targets relating to housing needs within the service manager's service area;

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

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

1. The Community Homeless Prevention Initiative Purchase of Service Agreement, substantially in the form attached as Schedule 1 to this By-law, is approved as the standard form of agreement with respect to the purchase of homeless prevention services by the Corporation of the City of London for programs funded through the Ontario Community Homeless Prevention Initiative.
2. The Managing Director, Housing, Social Services and Dearness Home or their written designate, is hereby delegated authority to execute Community Homeless Prevention Initiative Purchase of Service Agreements with Service Providers, employing the standard form Agreement authorized and approved under section 1, above, that do not require additional funding or are provided for in the City's current budget, and that do not increase the indebtedness or contingent liabilities of the Corporation of the City of London, with no further approval required from Municipal Council.
3. By-Law no. A.-6955-156 is repealed.
4. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on

Ed Holder
Mayor

Catharine Saunders
City Clerk

PURCHASE OF SERVICE AGREEMENT
COMMUNITY HOMELESSNESS PREVENTION INITIATIVE

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

(the "City")

- and -

[INSERT NAME OF SERVICE PROVIDER]

(the "Service Provider")

This Agreement is effective as of _____, 20____ (**"Effective Date"**).

RECITALS:

- A. The Minister of Municipal Affairs and Housing ("Minister") is responsible for the policies and programs of the Government of Ontario in relation to housing and related matters, pursuant to s. 4(1)(c) of the *Ministry of Municipal Affairs and Housing Act*, R.S.O. 1990, c. M-30 ("MMAH Act").
- B. The Minister has the authority under s. 4(2) of the MMAH Act to enter into agreements with any municipality or any other person in order to implement housing policies and programs.
- C. The Minister has the authority under s. 4(5)(b) of the MMAH Act to provide financial assistance to assist in the implementation of housing policies and programs.
- D. The Minister has announced it will provide provincial funding to Service Managers to address housing and homelessness in Ontario by improving access to adequate, suitable and affordable housing that is linked to flexible support services.
- E. The Minister has established the Community Homelessness Prevention Initiative ("**CHPI**") pursuant to which the Minister will provide Service Managers provincial funds as per said announcement.
- F. CHPI includes four service categories:
 - Emergency Shelter Solutions;
 - Housing with Related Supports;
 - Other Services and Supports; and,
 - Homelessness Prevention.

("CHPI Service Categories")
- G. The City has agreed to receive provincial funding from the Minister to administer the CHPI.
- H. The Minister and the City have entered into an Agreement for the purpose of establishing the City's obligations with respect to the administration of the CHPI and the Minister's obligation to provide funding to the City for the administration of the CHPI.
- I. The Service Provider has agreed to receive funding from the City to provide one or more services in the CHPI Service Categories.

J. The City and the Service Provider have entered into this Agreement for the purpose of establishing the Service Provider's obligations with respect to the provision of services under one or more services in the CHPI Service Categories and the City's obligation to provide payment to the Service Provider for the provision of such services.

NOW THEREFORE, the City and the Service Provider agree with each other as follows:

1. INTERPRETATION

1.1 In this Agreement, unless the context requires otherwise, the following terms have the meanings set out in this Section:

- **"Agreement"** means this agreement entered into between the City and the Service Provider and includes all of the schedules listed in Section 1.2 and any amending agreement entered into;
- **"Business Day"** means each Monday, Tuesday, Wednesday, Thursday and Friday except when any such day occurs on a statutory holiday observed in Ontario;
- **"CHPI"** has the meaning given to it in the recitals;
- **"CHPI Service Categories"** has the meaning given to it in the recitals;
- **"City Representative"** means the individual(s) designated in writing to represent the City;
- **"Description of Services"** means the Description of Services set out in Schedule B, attached to the Agreement, and as amended by the City from time to time.
- **"Effective Date"** means the Effective Date indicated on the first page of this Agreement;
- **"Eligible Expenditures"** means the costs approved by the City Representative arising from budget items set out in Schedule A that are incurred by the Service Provider in carrying out the services during the term of this Agreement.
- **"Event of Default"** has the meaning prescribed to it in Section 10.1;
- **"Force majeure"** has the meaning prescribed to it in Article 14;
- **"City Notification"** means a notice in writing from the City to the Service Provider regarding the CHPI;
- **"Notice"** means any communication given or required to be given pursuant to the Agreement;
- **"Notice Period"** means the period of time within which a Service Provider is required to remedy an Event of Default, and includes any such period or periods of time by which the City considers it reasonable to extend that time;
- **"Parties"** means the City and the Service Provider and "Party" means either or both of them, as the context may require;
- **"Payments"** means payments provided under the CHPI, as set out in Schedule A;
- **"PIPEDA"** means the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, including any amendments thereto;

-
- **“PIPEDA Protected Information”** means any “Personal Information” or “Personal Health Information”, as defined under PIPEDA;
 - **“MFIPPA”** means the *Municipal Freedom of Information and Protection of Privacy Act*;
 - **“Wind Down Costs”** means the Service Provider’s reasonable costs to wind down any of the CHPI Service Categories.

1.2 The following Schedules are attached to and form part of this Agreement:

Schedule A – Payments / Budget / Eligible Expenditures;

Schedule B – Description of Services;

Schedule C – French Language Services;

Schedule D – Blanket Position Insurance Policy;

1.3 In the event of a conflict or inconsistency between the provisions of this Agreement and the provisions of a Schedule, the provisions of this Agreement shall prevail.

1.4 All references in this Agreement to section numbers are references to sections of this Agreement unless stated otherwise.

2. PRIOR AGREEMENTS

2.1 This agreement supersedes and replaces all prior oral or written representations or agreements relating to the provision of services in the CHPI Service Categories.

3. TERM OF THIS AGREEMENT

3.1 Term of Agreement: Subject to early termination provisions, this Agreement shall commence on the Effective Date, and shall expire, without the necessity of notice, one year later (the “Term of the Agreement”).

3.2 Renewal: Prior to expiry of the Agreement, the City and the Service Provider may mutually agree in writing to renew the Agreement on the same terms and conditions as set out in the Agreement, for successive one-year periods (each of which is to be called a “Renewal Term”), and subject to mutual agreement on administrative costs. Any decision by the City or the Service Provider not to renew the Agreement shall be without compensation, penalty or liability on the part of the City or the Service Provider.

4. SERVICES

4.1 The Service Provider agrees to provide services under the CHPI in accordance with the terms of this Agreement including the Ministry’s CHPI Program Guidelines and any City of London Homeless Prevention Service Standards, as they both may be amended from time to time.

5. PAYMENTS

5.1 The City shall make Payments for services to the Service Provider as set out in Schedule A.

5.2 The Service Provider shall spend Payments received under Section 5.1 as set out in Schedule A.

6. OBLIGATIONS

-
- 6.1 The Service Provider will operate in compliance with the *Child, Youth and Family Services Act, 2017* (and in particular the duty to report child in need of protection provisions, s. 125).
- 6.2 The Service Provider shall not infringe a right under section 5 of the *Human Rights Code*, R.S.O. 1990, c. H.19.
- 6.3 The Service Provider shall recognize the Province of Ontario and The City of London as a funding provider in all publicity (print or broadcast media) and on all promotional items. The Service Provider shall not use a City of London logo unless it has obtained the requisite authority to do so under the City's Corporate Identity Policy.
- 6.4 The City shall not be held liable for any injury, including death, or for any loss or damage to property of the Service Provider or for any obligation of the Service Provider or anyone else, incurred or suffered by the Service Provider or its agents, employees, contractors or voluntary workers in carrying out the services under this Agreement.
- 6.5 The Service Provider, in compliance with its obligations under this Agreement, shall be solely responsible for all statutory obligations related to the payment of Employment Insurance, Canada Pension Plan benefits, Workplace Safety and Insurance Act, Ontario Health Insurance Plan, HST and taxes.
- 6.6 The Service Provider shall comply with all applicable federal, provincial and municipal laws, regulations, by-laws, orders, codes or other legislative requirements, including, but not limited to, the *Workplace Safety and Insurance Act*, the *Occupational Health and Safety Act*, the *Accessibility for Ontarians with Disabilities Act, 2005*, the *Human Rights Code*, and the *Child, Youth and Family Services Act, 2017*.
- 6.7 **Confidentiality**
- a) The Service Provider shall ensure that the Service Provider and its staff, volunteers and agents comply with privacy legislation which applies to the collection, use, retention and disclosure of personal information and personal health information, including the *Personal Health Information Protection Act, 2004*, and the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA).
- b) The Service Provider shall have a confidentiality policy for the handling of personal information and personal health information by staff, students, volunteers and agents. The Service Provider shall ensure its staff, students, volunteers and agents comply with such confidentiality policy. The Service Provider shall provide the City with a copy of such policy upon request.
- 6.8 **Independent Contractor**
- a) The Service Provider acknowledges and agrees that 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 employment benefits 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*, the *Canada Pension Act*, the *Employment Insurance Act*, the *Workplace Safety and Insurance Act*, the *Occupational Health and Safety Act*, the *Pay Equity Act*, the *Health Insurance Act*, or any other employment-related legislation, all as may be amended from time to time, or otherwise.
- (b) The Service Provider is acting as an independent contractor in the performance

of this Agreement and shall not be deemed to be the employee, agent, partner of, or in joint venture with the City, and the Service Provider's officers, directors, employees and agents shall not be deemed to be the employees, agents, partners of, or in joint venture with the City.

7. DATA COLLECTION AND REPORTING REQUIREMENTS

7.1 The Service Provider agrees to collect data as described in Schedule B.

8. The Service Provider agrees to comply with the reporting requirements as set out in Schedule B.

8.1 The City may at its sole discretion amend Schedule B from time to time. The City will consult with Service Providers and other key stakeholders prior to any such amendments.

9. TERMINATION ON NOTICE

9.1 The City may terminate the Agreement at any time upon giving at least 45 days' Notice. The Service Provider may terminate the Agreement at any time upon giving at least 90 days' Notice.

9.2 If the City or Service Provider terminates the Agreement pursuant to 9.1, the City may do one or more of the following:

- (a) cancel all further payments;
- (b) demand the repayment of any funds remaining in the possession or under the control of the Service Provider;
- (c) permit the Service Provider to offset the Wind Down costs against the amount the Service Provider owes pursuant to Section 9.2(b);
- (d) provide Payments to the Service Provider to cover the Wind Down Costs.

9.3 If the Service Provider wishes to terminate the Agreement pursuant to 9.1, it shall provide written notice to the City in the form of a Board resolution or by-law.

10. EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

10.1 Each of the following events shall constitute an Event of Default:

- (a) in the opinion of the City, the Service Provider breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) Carry out the CHPI Service Categories;
 - (ii) Deliver services under the CHPI Service Categories that address program outcomes;
 - (iii) Collect data as required;
 - (iv) Provide reports as required;
 - (v) Use or spend the payments as authorized in this Agreement and in Schedule A;
- (b) an event of Force Majeure that continues for a period of sixty (60) days or more.

10.2 If an Event of Default occurs, the City may, at any time, take one or more of the following actions:

- (a) provide the Service Provider an opportunity to remedy the Event of Default;
- (b) suspend the Payments for such period as the City determines appropriate;
- (c) reduce the amount of Payments;
- (d) reallocate Payments;
- (e) cancel all further Payments;
- (f) demand the repayment of any Payments;
- (g) terminate the Agreement, upon giving Notice to the Service Provider.

10.3 If, in accordance with Section 10.2(a), the City provides the Service Provider with an opportunity to remedy the Event of Default, the City shall provide Notice to the Service Provider of:

- (a) the particulars of the Event of Default; and,
- (b) the Notice Period.

10.4 If the City has provided the Service Provider with an opportunity to remedy the Event of Default pursuant to 10.2(a), and:

- (a) in the opinion of the City, the Service Provider does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the City that the Service Provider cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Service Provider is not proceeding to remedy the Event of Default in a way that is satisfactory to the City,

the City may extend the Notice Period, or initiate any one or more of the actions provided for in Sections 10.2 (b), (c), (d), (e), (f), or (g).

10.5 Termination under this Article shall take effect as set out in the Notice.

11. FRENCH LANGUAGE SERVICES

11.1 If the City is required to provide services to the public in French under the provisions of the *French Language Services Act* ("FLSA"), the Service Provider agrees, as per Schedule C of this Agreement, that the Service Provider shall:

- (a) ensure services are provided in French; and,
- (b) make it known to the public, including by way of signs, notices, other information on services, and initiation of communications in French, that services provided to and communications with the public in connection with the CHPI are available in French.

11.2 The Service Provider agrees to submit a written report to the City by May 1 in each year of the CHPI setting out whether the Service Provider has complied with Section 11.1. The report shall be provided in the form set out in the Ministry's CHPI Program Guidelines.

11.3 Nothing in this section authorizes a Service Provider or provides it with the delegated authority to enter into any agreements on behalf of or otherwise bind the City.

12. NOTICE

12.1 Any notice or other communication required, desired or permitted to be given by this Agreement shall be in writing and shall be effectively given if:

- (a) delivered personally;
- (b) sent by prepaid courier service; or
- (c) sent by email, and confirmed by mailing the original documents so sent by prepaid mail on the same or following day, addressed as follows:
 - (i) in the case of notice to the City:

The City of London
Attention: City Clerk
300 Dufferin Avenue
City Clerk's Office
London ON N6A 4L9

Email: homelessprevention@london.ca

- (ii) in the case of notice to the Service Provider:

[Service Provider Contact Information]

or at such other address as the party to whom such notice or other communication is to be given shall have advised the party giving same in the manner provided in this section. Any notice or other communication delivered personally or by prepaid courier service shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a Business Day such notice or other communication shall be deemed to have been given and received on the next following Business Day.

Any notice or other communication transmitted by email shall be deemed to have been given and received on the day of its transmission, provided that such day is a Business Day and such transmission is completed before 4:30 p.m. on such day, failing which such notice or other communication shall be deemed to have been given and received on the first (1st) Business Day after its transmission. If there has been a mail stoppage and if a party sends a notice or other communication by email, such party shall be relieved from the obligation to mail the original document in accordance with this paragraph.

13. INDEMNIFICATION

13.1 The Service Provider shall indemnify and hold harmless the City from and against any and all liability, injury, loss, costs, damages, expenses (including legal, expert, and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the CHPI, or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the City.

13.2 The obligation to indemnify will require the Service Provider to exhaust all reasonable opportunities to seek recovery, which efforts shall include but shall not be limited to resorting to legal action to defend third party claims.

13.3 Insurance and Indemnity

Throughout the term of this Agreement, the Service Provider shall maintain commercial general liability insurance on an occurrence basis for an amount of not less than Five Million (\$5,000,000) and shall include the City as an additional insured with respect to the Service Provider's operations and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal 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.

The Service Provider shall submit a completed standard Insurance Certificate (Form #0788), and shall provide the City with a minimum of thirty days' notice in advance of cancellation of such insurance.

The City reserves the right to request such higher limits of insurance or other types of policies appropriate to this Agreement as it may reasonably require.

Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement.

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:

- (i) 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;
- (ii) any loss or misuse of funds held by the Service Provider as described in this Agreement;
- (iii) 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 Services or otherwise carrying on the 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;
- (iv) 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
- (v) 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 Services or otherwise in connection with the Service Provider's business.

13.4 At its sole discretion, the City may, at any time require that the Service Provider obtain and maintain a Blanket Position insurance policy or equivalent Fidelity Bond. See Schedule D.

14. FORCE MAJEURE

14.1 Subject to Section 14.3, Force Majeure means an event that:

- (a) is beyond the reasonable control of a Party; and
- (b) makes a Party's performance of its obligations under the Agreement

impossible, or so impracticable as reasonably to be considered impossible in the circumstances.

14.2 Force Majeure includes:

- (a) infectious diseases, war, riots and civil disorder;
- (b) storm, flood, earthquake and other severely adverse weather conditions;
- (c) lawful act by a public authority; and
- (d) strikes, lockouts and other labour actions,

if such events meet the test set out in Section 14.1.

14.3 Force Majeure shall not include:

- (a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees; or
- (b) any event that a diligent Party could reasonably have been expected to:
 - (i) take into account at the time of the execution of the Agreement; and
 - (ii) avoid or overcome in the carrying out of its obligations under the Agreement.

14.4 Subject to Section 10.1(b), the failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

15. AUDITS AND REVIEWS

15.1 The Service Provider shall, on forty-eight (48) hours prior written notice, give Her Majesty the Queen in right of Ontario, as represented by the Minister of Municipal Affairs and Housing ("Ministry"), the City, City Representatives and/or Ministry or City auditors free access to such staff, documents, books, records and accounts as may be determined by the Ministry, City, City Representatives and/or Ministry or City auditors, for the purpose of verifying compliance with the CHPI and this Agreement. The Service Provider shall ensure that the same obligation is imposed on any subcontractor engaged to assist the Service Provider in the performance of this Agreement. The Service Provider acknowledges that the Ministry or City may conduct an audit of the Service Provider and its subcontractors in any year.

15.2 The Ministry and the City reserve the right to conduct operational reviews on forty-eight (48) hours prior notice to the Service Provider to evaluate the effectiveness of the Service Provider's operations and delivery of CHPI. The Service Provider shall give the Ministry, City, City Representatives and/or other persons authorized by the Ministry or City free access to such premises, staff, documents, books, records and accounts as may be determined by the Ministry, City, City Representatives and/or other persons authorized by the Ministry or the City, for the purpose of the operational review. The Service Provider shall ensure that the same obligation is imposed on any subcontractor engaged to assist the Service Provider in the performance of this Agreement. The intent of the operational review is to work in partnership with the Service Provider to identify areas of strength and opportunities, to improve business practices, and to ensure that the effective administration and monitoring of service contracts are maintained. The Ministry or the City may provide the Service Provider with recommendations arising out of the operational review and the Service Provider shall give reasonable consideration to those recommendations.

16. GENERAL

16.1 Services to Vulnerable Populations

- a) The Service Provider shall ensure that where services are provided to vulnerable populations, it obtains a Police Vulnerable Sector Check (PVSC) for all employees, Board Members, volunteers and students, providing these services. Failure to do so may result in immediate termination of this Agreement.
- b) Where the Service Provider provides services to vulnerable populations, it shall ensure it has appropriate policies and procedures in place with respect to providing services to those vulnerable populations including Criminal Offence Discretion, Serious Occurrence Reporting, Orientation and Training, Safe Sharps and Waste Handling, Fire Safety and Emergency Information.

16.2 The Service Provider shall maintain all records and documentation pertaining to this Agreement for two (2) years following the termination of this Agreement.

16.3 The Service Provider represents that it has not knowingly provided the City with any false or misleading information respecting the subject matter of this Agreement and agrees that it shall not knowingly provide any false or misleading information to the City in the performance of its obligations under this Agreement.

16.4 Any power, right or function of the City, contemplated by this Agreement, may be exercised by an employee or agent of the City.

16.5 The Service Provider acknowledges that the City is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the City in connection with the CHPI or otherwise in connection with this Agreement is subject to disclosure in accordance with that Act.

16.6 The Service Provider represents and warrants that it shall:

- (a) preserve the PIPEDA and MFIPPA compliance of all MFIPPA or PIPEDA Protected Information transferred to it by the City or the Ministry;
- (b) ensure the MFIPPA and PIPEDA compliance of all MFIPPA or PIPEDA Protected Information that it collects in the course of performing its contractual obligations; and
- (c) ensure the MFIPPA and PIPEDA compliance of all MFIPPA or PIPEDA Protected Information that it transfers to the City or the Ministry.

16.7 Each of the Payments by the City to the Service Provider under this Agreement is subject to the necessary appropriations from the Provincial Legislature and from Municipal Council. The Minister and the City shall not have any liability in the event the respective appropriations are insufficient to meet the funding or payment obligations of the Minister or the City.

16.8 Nothing in this Agreement is to be construed as authorizing one Party to contract for or incur any obligation on behalf of the other or to act as agent for the other and nothing in this Agreement shall be construed to constitute the Minister, the City and the Service Provider as partners of each other.

16.9 No member of:

- (a) the House of Commons or Senate of Canada; or
- (b) the Legislative Assembly of Ontario; or

-
- (c) the Municipal Council of the City or the County of Middlesex, or the governing body of any Municipal Agency, Board or Commission of any of such municipalities;

shall be admitted to any share or part of any contract, agreement or commission made pursuant to this Agreement or to any benefit arising therefrom, including, without limitation, any contract, agreement or commission arising from or related to the CHPI Service Categories.

- 16.10 All of the remedies available to the City under this Agreement, at equity and/or at law are cumulative and are not alternative and the City shall not be precluded from availing itself simultaneously of some or all of the said remedies.
- 16.11 Notwithstanding any of the terms of this Agreement, the City shall have the option of waiving any or all of his remedies under this Agreement, but no waiver of a provision shall be deemed to constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise provided.
- 16.12 Time shall in all respects be of the essence in this Agreement, provided that the time for doing or completing any matter provided for under this Agreement may be extended or abridged by agreement in writing signed by the City and the Service Provider or their respective written designates on their behalf, who are hereby expressly appointed in this regard.
- 16.13 This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 16.14 Any reference to a statute in this Agreement includes a reference to all regulations made pursuant to such statute, all amendments made to such statute and regulations in force from time to time and to any statute or regulation which may be passed and which has the effect of supplementing or superseding such statute or regulations.
- 16.15 The headings and subheadings contained in this Agreement are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Agreement or form part of this Agreement.
- 16.16 The parties agree that there are no representations, warranties, covenants, agreements, collateral agreements or conditions affecting this Agreement other than as expressed in writing in this Agreement.
- 16.17 This Agreement shall be read with all changes of gender and number required by the context.
- 16.18 Each of the Parties shall, at any time and from time to time, upon not less than twenty (20) Business Days prior written notice by the other Party, execute and deliver to the other Party a statement in writing confirming that this Agreement is in good standing, unmodified and in full force and effect, or if there have been modifications that the same are in good standing and in full force and effect, as modified, and stating the modifications. Where applicable, the statement shall state the defaults, if any, known to the Party to whom such request has been made and the action taken or proposed to be taken by such requested Party with respect to same.
- 16.19 If the Service Provider owes any money to the City, whether or not their return or repayment has been demanded by the City, such monies shall be deemed to be a debt due and owing to the City by the Service Provider and the Service Provider shall pay or return the amount to the City immediately unless the City otherwise directs.

The City may charge the Service Provider interest on any monies owing by the Service Provider at the then current interest rate charged by the Province of Ontario on accounts receivable.

- 16.20 The City may set off any debt owing by the Service Provider to the City under this Agreement against any amount payable by the City to the Service Provider.
- 16.21 The Service Provider shall not assign this Agreement without the prior written consent of the City, which consent may be withheld, acting in its sole discretion.
- 16.22 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, provided that this paragraph shall in no way derogate from the provisions of Section 16.21 restricting the Service Provider's ability to assign this Agreement.
- 16.23 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision shall be deemed to be severed.
- 16.24 The provisions in sections 5.2, 9.2, 10.2(c), (d), (e), (f), and Article 1 (Interpretation), 7 (Data collection and Reporting Requirements), 12 (Notice), 13 (Indemnification), 15 (Audits and Reviews), and 16(General) except for section 16.20 shall survive termination or expiry of this Agreement for a period of seven (7) years from the date of termination of this Agreement.
- 16.25 This Agreement may be executed in any number of counterparts with the same effect as if all parties had all signed the same document. All counterparts shall be construed together and shall constitute one and the same original agreement. Signatures delivered by email in PDF format or facsimile shall be effective and binding.

IN WITNESS THEREOF this Agreement has been executed by the Parties.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE CITY OF LONDON

Per:

Name: Sandra Datars Bere

Title: Managing Director,
Housing, Social Services & Dearness
Home

Date:

[NAME OF SERVICE PROVIDER]

Per:

Name: _____

Title:

Date:

Per:

Name: _____

Title:

I/We have the authority to bind the Service
Provider

CHPI SCHEDULE A

[Name of Service Provider]

Payments / Budget / Eligible Expenditures

Up to a Maximum Amount of Municipal Payments for Term of Agreement (inclusive of HST): [Insert Amount]

Renewals (if any):

If the parties mutually agree in writing to renew the Agreement, then an amount as determined by the City Representative and confirmed in writing to the Service Provider will be the maximum amount of municipal Payments, on the condition that such amount is provided for in the City's current approved budget, and/or available through other funding sources.

1. Payment

The Service Provider will receive payment in [Insert Number] installments by the following dates:

[Insert Date] in the amount of [Insert Amount]

[Insert Date] in the maximum amount of [Insert Amount] less any amounts that the City determines as an adjustment.

The City may adjust the allocation based on financial reporting and changes to service delivery.

2. Funding

2.1 A Completed Application for Contract Renewal is to be submitted to City of London, Homeless Prevention by January 15th. The Application for Contract Renewal will include the following sections.

- a) Adherence to City of London, Homeless Prevention Service Standards, or other requirements as identified.
- b) Operating Budget including all sources of revenue and disbursement for the programs and services operated through this Agreement for the fiscal period of April 1 to March 31.

2.2 Financial Reporting

The Service Provider will include financial reports for each of the identified program areas as outlined below. The financial reports will compare the approved budget paid under this Agreement to actual expenditures.

Financial Reporting Period	Report Due Date
[Insert Reporting Period]	[Insert Report Due Date]
[Insert Reporting Period]	[Insert Report Due Date]
[Insert Reporting Period]	[Insert Report Due Date]
[Insert Reporting Period]	[Insert Report Due Date]

2.3 Eligible / Ineligible Expenditures

Eligible Expenditures

The following lists eligible expenditures under this agreement:

Staff

- salaries and benefits of staff who deliver services to clients.

Staff Costs

- mileage and travel expenses for program activities. Travel costs must not exceed the guidelines of the Ontario Travel, Meal and Hospitality Expenses Directive

Office and Program Supplies

- office supplies
- specialized program supplies and materials

Administration (total administration costs are not to exceed ten per cent of the allocation)

- planning activities, including activities related to capacity assessment development and risk management planning
- research, consultations, professional services
- staffing for those involved in the planning and administration of the program
- training
- internal and administrative services (e.g. legal, human resources)

Other

- operating expenses including utilities and food
- annual audited statement
- translation and interpretation services
- professional development
- HST should be included in all budget expenses, not as a separate item in this category

Ineligible Expenditures

The following lists ineligible expenditures under this agreement:

- therapeutic and medical treatment covered by provincial/territorial medical and insurance plans
- capital expenditures, which include:
 - new construction and/or conversions of buildings
 - major repairs and renovations
 - retrofits
 - buying land
 - purchasing buildings
- the construction, repair and renovation of new and existing social and affordable housing
- services that do not directly support people who are homeless or at-risk of homelessness
- alcoholic beverages
- administration costs not associated with the program activities outlined in this agreement

3. Budget

[Insert Budget]

CHPI SCHEDULE B

[Insert Name of Organization]

Description of Services

1. Description of Services

[Insert description of services here]

2. Collection of Data by the Service Provider

[Insert Data Collection Requirements]

Data collection requirements may change over time and additional data collection may be required. The City of London will notify the Service Provider if there are any changes to data collection requirements.

3. Outcomes and Targets

[Insert program anticipated outcomes and targets here]

4. Critical Incident Reporting

Critical incidents are generally considered to include:

- Any death of a participant;
- any incident where emergency services are contacted;
- any life threatening situation that occurs involving a participant, including and not limited to: severe assault; accidental injuries; attempted suicide; incidents involving a fire arm; loss of consciousness related to drug overdose;
- any situation which results in the interruption of service delivery;
- any occurrence of fire resulting in damage; or,
- any other occurrence deemed relevant by the City of London.

The Service Provider will provide the City of London with Critical Incident Reports within twenty-four hours of an occurrence.

SCHEDULE C

FRENCH LANGUAGE SERVICES

FRENCH LANGUAGES SERVICES REPORT

Please complete and submit this report at the time of signing the Service Agreement.

Service Provider: _____

Service Provider Address: _____

Service Provider Contact: _____

Name:

Number:

Email:

This report is to confirm that as of _____(date of contract execution), the _____ (Service Provider name) will be providing services under the City of London Purchase of Service Agreement and has an office in an area designated under the *French Language Services Act* ("FLSA").

The _____ (Service Provider name) confirms that as of _____(date of contract execution) it will be:

- a) Providing services as identified in the description of services to the public in French in all of its locations located in or serving an area designated as part of the services delivered through this Agreement.
- b) Making it known to the public, including by way of signs, notices, other information on services, and initiation of communications in French, that services provided to and communications with the public in connection with the Payments under this Agreement.

I declare that the above information is true and complete.

Service Provider Signature

Name:

Title:

I have the authority to bind the _____
(Service Provider name)

Dated at _____(Service Provider name) this ____ day of _____,
20__.

As a Service Provider that will be providing services under the City of London Purchase of Service Agreement and having locations located in or serving an area designated under the *French Language Services Act*, please complete the section below.

Service Provider Name: _____

Name of Designated Area(s): _____

Description of Services

Please select all items that apply to the services you will be providing under the City of London Purchase of Service Agreement in a location that is located in or services a designated area.

- Signage and visibility of available services in French
- Over-the-counter services are available in French
- Written correspondence and telephone service are available in French
- Translation of written material produced for public use is available in French
- Other (please specify)

Please list any services or locations in designated areas where these French language services will not be provided. Please explain.

SCHEDULE D

BLANKET INSURANCE POLICY OR EQUIVALENT FIDELITY BOND

The Service Provider shall furnish the City with evidence of Crime, Employee Dishonesty or Bond A policy or equivalent Fidelity Bond in the amount not less than the maximum amount determined in the sole discretion of the City's Manager III, Risk Management from time to time. The City shall be shown on the Policy as a named Obligee with respect to any loss or misuse of funds held by the Service Provider as described in this Agreement.



Certificate of Insurance - Standard

This is to certify that the Insured named below is insured as described:

***** This form must be completed and signed by your insurer or insurance broker.*****
 Note: Proof of liability insurance will be accepted on this form only (with no amendments).

Named Insured				E-mail address	
Insured's address (street name, city, province and postal code)				Telephone number	
				Fax number	
Type of insurance	Insurance Company (full legal name)	Policy Number	Effective Date Year Month Day	Expiry Date Year Month Day	Limits of Liability (bodily injury & property damage - Inclusive)
Commercial General Liability					Occurrence \$ Aggregate \$
<input type="checkbox"/> Umbrella <input type="checkbox"/> Excess					Occurrence \$ Aggregate \$
Other (Explain.)					Occurrence \$ Aggregate \$

Commercial General Liability: **Occurrence Basis**, Including Personal Injury, Property Damage, Broad Form Property Damage, Contractual Liability, Non-Owned Automobile Liability, Owner's and Contractor's Protective Coverage, Products - Completed Operations, Contingent Employers Liability, Cross Liability Clause and Severability of Interest Clause.

Tenant's Legal Liability: NO or YES... (Limit) \$ _____
 Liquor Liability: NO or YES

THE CORPORATION OF THE CITY OF LONDON, the London Convention Centre, Covent Garden Market Corporation, Museum London o/b London Regional Art & Historical Museums, London Public Library Board, London Police Service, Housing Development Corporation, London and London Middlesex Housing Corporation have been added as an additional Insured but only with respect to their interest in the operations of the Named Insured.

If cancelled or changed in any manner, that would affect the City of London or other scheduled additional Insured for any reason, so as to affect this certificate, thirty (30) days prior written notice by registered mail or facsimile transmission will be given by the insurer(s) to:

The Corporation of the City of London
Attention: Risk Management Division

Office location: **520 Wellington Street, Unit 1** Fax: **519 661-4631**
 Mailing address: **P O Box 5035** E-mail: **certificates@london.ca**
London, ON N6A 4L9

Motor vehicle liability	Insurance Company	Policy Number	Effective Date (YYYYMMDD)	Expiry Date (YYYYMMDD)	Limits of Liability \$

Motor Vehicle Liability - must cover all vehicles owned, or operated by, or on behalf of the insured.

This is to certify that the Policies of Insurance as described above have been issued by the undersigned to the Insured named above and are in force at this time.

This certificate is executed and issued to the aforesaid Corporation of the City of London, the day and date herein written.

Name of insurance company or broker (completing form)		Telephone number
Address		Fax number
Name of authorized representative or official (Please print.)	E-mail address	
Signature of authorized representative or official	Date (YYYY-MM-DD)	

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON FEBRUARY 19, 2020
FROM:	SANDRA DATARS BERE MANAGING DIRECTOR HOUSING, SOCIAL SERVICES AND DEARNESS HOME
SUBJECT	HOMELESS PREVENTION STANDARD FORM AGREEMENT FOR TENANT PLACEMENT

RECOMMENDATION

That, on the recommendation of the Managing Director of Housing, Social Services and Dearness Home, that the following action be taken;

- 1) the proposed by-law attached (Appendix "A") **BE INTRODUCED** at the Municipal Council meeting to be held on March 2, 2020;
 - a) **TO AUTHORIZE** and **APPROVE** a new Homeless Prevention Tenant Placement Agreement Template, substantially in the form attached as Schedule 1 to the Bylaw for Homeless Prevention, to be entered into between the Corporation of the City of London and various housing providers;
 - b) the Managing Director, Housing, Social Services and Dearness Home or their written designate, **BE AUTHORIZED** is delegated authority to execute Tenant Placement Agreements with housing providers, employing the standard form Tenant Placement Agreement authorized and approved in part a), above.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
--

- Housing Stability Plan, 2019-2024 (CPSC: December 3, 2019)

PURPOSE

The purpose of this report is to provide an overview and seek approval of the new Homeless Prevention Tenant Placement Agreement. The Standard Form Tenant Placement Agreement attached as Schedule 1 is intended to facilitate rapid delivery of affordable housing for individuals and families experiencing homelessness, through approved contractual agreements between The City of London and various housing providers.

Through the Standard Form Tenant Placement Agreement, the City of London Homeless Prevention service area intends to secure affordable units in new and existing rental housing developments for individuals and families experiencing homelessness and who are on the City of London's Homeless Prevention priority list.

BACKGROUND

The implementation of a Homeless Prevention Tenant Placement Agreement increases access to housing supports and services for individuals and families in our community. It is also grounded and supportive of both municipal plans and program requirements as noted below.

Housing Stability for All: The Housing Stability Action Plan (HSAP) for the City of London (2019)

London's **Homeless Prevention and Housing Plan, Housing Stability for All: The Housing Stability Action Plan for the City of London (2019)**, is the council -approved guiding document for homeless prevention and housing services in the City of London, and was developed in consultation with community stakeholders. The Tenant Placement Agreement is recommended to support the implementation of the following key strategies in the Housing Stability for All plan:

- **Strategic Initiative 1.5:**
 - To house and rehouse individuals experiencing homelessness rapidly, through the following actions:
 - 1.5 a) Implement unique opportunities to support rapid rehousing options.
 - 1.5c) Engage landlords to increase rental opportunities for rapid housing.

- **Strategic Initiative 2.1:**
 - Retain existing and create new affordable housing stock
 - 2.1 a) Work with private market to retain existing affordability in rental market units

- **Strategic Initiative 3.1:**
 - Help individuals and families access housing stability services and solutions that best meet their needs
 - 3.1 b) Implement a rapid housing program to support local priority populations.

Reaching Home: Canada's Homelessness Strategy

Under **Reaching Home**, the City of London is required to implement a coordinated access system by March 31, 2022. Reaching Home program directives define a Coordinated Access System as "the process by which individuals and families who are experiencing homelessness or at-risk of homelessness are directed to community-level access points where trained workers use a common assessment tool to evaluate the individual or family's depth of need, prioritize them for housing support services and then help to match them to available housing focused interventions. The Tenant Placement agreement is a housing focused intervention that will be implemented through London's Coordinated Access System to support those seeking housing supports

Rapid Rehousing Through Tenant Placement

Rapid rehousing is intended for individuals and families who have been unable to resolve their homelessness, to secure housing as quickly as possible.

Through a Tenant Place Agreement with housing providers, individuals and families experiencing or at risk of homeless and who are on the City of London Homeless Priority List are "placed" in affordable units (based on individual choice) and matched with available support services to promote successful tenancy. The proposed Tenant Placement Agreement will be used for approved tenant placements, starting in 2020

Proposed Tenant Placement Agreement

The City's Legal Services and Risk Management service areas have reviewed the proposed Tenant Placement Agreement.

APPENDIX A

Bill No.
2020

By-law No. A.

A By-law with respect to a standard form agreement for tenant placement by Homeless Prevention in the City of London.

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 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 the economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

AND WHEREAS the City is the service manager under the *Housing Services Act* for the geographic service area of the City of London and County of Middlesex, and shall, in accordance with its housing and homelessness plan, carry out measures to meet the objectives and targets relating to housing needs within the service manager's service area;

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

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

1. A standard form Tenant Placement Agreement, substantially in the form attached as Schedule 1 to the by-law, for City of London homeless prevention initiatives as approved by Council as part of the City of London's annual budget approval process, to be entered into between The Corporation of the City of London and various housing providers, is authorized and approved.
2. The Managing Director, Housing, Social Services and Dearness Home or their written designate, is delegated authority to execute Tenant Placement Agreements with housing providers, employing the standard form Tenant Placement Agreement authorized and approved under section 1, above, with no further approval required from Council.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on

Mayor
Ed Holder

Catharine Saunders
City Clerk

Schedule 1

THIS IS A STANDARD FORM AGREEMENT - TERMS CANNOT BE ALTERED WITHOUT THE APPROVAL OF MUNICIPAL COUNCIL

AGREEMENT for Tenant Placement, with effect as of <insert date (in the future) the agreement is to commence>, 20 .

BETWEEN

<Insert legal name of Proponent>
(the "Proponent")

-and-

THE CORPORATION OF THE CITY OF LONDON
(the "City")

WHEREAS the Proponent is a <insert description of legal status of proponent e.g. not-for-profit corporation> that facilitates affordable housing opportunities;

AND WHEREAS the Proponent <insert description of what Proponent is doing in terms of an affordable housing building, and municipal address of residential property e.g. 'intends to construct a residential apartment building at 999 Walnut St.'>, London, Ontario, (the "Lands");

AND WHEREAS the Proponent intends to construct <insert total number of units> units of which <insert number of units that will qualify as affordable housing> units will qualify as affordable rental housing as identified under the Canada Mortgage Housing Corporation (CMHC) Co-Investment Fund;

AND WHEREAS the City is a municipal corporation with a plan to address housing and homelessness pursuant to the *Housing Services Act, 2011*;

AND WHEREAS there are individuals in need of housing that the City maintains a record of ("City Client");

AND WHEREAS the Proponent agrees to provide <insert number of units to be provided as designated units> <insert description of type of unit, e.g. one-bedroom> units available for referrals to City Clients;

NOW THEREFORE IN CONSIDERATION OF the sum of \$2.00 (the receipt and sufficiency of which is acknowledged), the Proponent and the City agree as follows:

1. Proponent Responsibilities

- 1.1. The Proponent, will provide <insert number of designated units to be provided> <insert description of type of unit, e.g. one-bedroom, two-bedroom unit, etc.> units (the "designated units") available as follows:

- (1) the Proponent will set the rent for each designated unit at <insert percentage> of the Canada Mortgage & Housing Corporation (CMHC) average market rent for the London CMA;
- (2) the Proponent will use best efforts to fill vacancies for the designated units based on referrals of City Clients;
- (3) the Proponent will seek signed consent from the City Client to authorize the Proponent to communicate with the City regarding the City Client, for the purpose of service delivery planning, where necessary;
- (4) the Proponent will maintain the City Client's confidentiality, in accordance with legislative requirements;
- (5) the Proponent will provide the City Client with service information including emergency contact numbers of the Proponent's staff (e.g. superintendent or property manager), as part of the orientation that the Proponent provides to the City Client; and
- (6) the Proponent will ensure that the designated units comply with all applicable laws and by-laws.

1.2 The Proponent shall indemnify and save harmless the City from and against all third party claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the City, its employees, officers or agents may suffer, to the extent the Proponent is legally liable as a result of the negligent acts of the Proponent, its employees, officers or agents in the performance of this Agreement. The Proponent further agrees that this indemnification and hold harmless shall survive the termination of this Agreement for claims arising from or out of incidents occurring during the term of this Agreement.

The Proponent will retain at their expense Comprehensive general liability insurance on an occurrence basis for an amount not less than Two Million (\$2,000,000) dollars and shall include the City as an additional insured with respect to the operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses;

The Proponent shall submit to the City evidence of insurance satisfactory to the City prior to the effective date of this Agreement and thereafter on renewal date of the insurance, the Proponent shall further provide that evidence of the continuation of said insurance is filed at each policy renewal date for the duration of the contract.

2. City Responsibilities

2.1. The City will refer City Clients for the designated units to the Proponent, after the Proponent notifies the City of a vacant unit.

2.2. The City will use reasonable best efforts to maintain ongoing contact with City Clients who are tenants of designated units, which may include contact regarding any informal support services that assist in daily living to City Clients. It is intended that City Clients would otherwise be considered to be able to live independently.

2.3. The City agrees to ensure that the following are provided to the City Client (and either provided by the City or by another agency):

- (1) describe the housing application process to the City Client;
- (2) seek signed consent from the City Client to communicate with the Proponent regarding the City Client, where necessary;

- (3) assist City Client in completing the housing application;
- (4) provide information about housing units to the City Client;
- (5) assist City Client in gathering required documentation;
- (6) provide the City Client with a support letter, if deemed appropriate by the City;
- (7) provide information to the City Client regarding community resources/supports (e.g. schools, healthcare, public transit, moving needs, etc.);
- (8) assist the City Client with securing funds to access the housing unit, if applicable (e.g. Ontario Works, community start-up);
- (9) subject to section 2.5, make reasonable efforts to assist the City Client to resolve an issue with the Proponent;
- (10) facilitate arrangements to assist the City Client with connecting utilities, where necessary (but this does not include entering into contractual arrangements for utilities on behalf of the City Client);
- (11) subject to section 2.5, provide telephone consultation between the City Client and the Proponent regarding potential concerns, as necessary.

2.4. The City will not be liable to the Proponent for any loss or damages suffered by the Proponent arising out of this Agreement.

2.5. The City will not be responsible for, or a party to, any disputes as between the Proponent and the City Client, including but not limited to disputes arising from the tenancy agreement between the Proponent and the City Client.

3. Procedures Upon a Vacancy

3.1. The following are the procedures when a vacancy occurs in a designated unit(s):

- (1) As soon as the Proponent is aware of a vacancy or a notice to vacate, the Proponent will contact the City employee designated by the City, or if no person has been designated, the Manager of Homeless Prevention ("City Contact").
- (2) The City Contact then notifies the next City Client on the waiting list and provides that City Client with a referral letter, with the City Contact's card attached, indicating they are being referred for housing under this agreement.
- (3) The City Contact asks the City Client on the waiting list to contact the Proponent directly, if the City Client is interested in applying.
- (4) The City Client will provide the Proponent with the referral letter.
- (5) The Proponent will verify the annual household income of City Client to ensure gross income is below the threshold of five times the monthly rent.

3.2. For greater certainty, the Proponent makes the final decision with respect to filling a vacancy in a designated unit, and, acting reasonably, the Proponent can accept or reject a referral from the City.

4. Termination of Agreement

4.1. (1) The Proponent may terminate this agreement with ninety (90) days' written notice in the event that the City is in breach of its obligations and the breach is not remedied to the reasonable satisfaction of Proponent within thirty (30) days of being notified in writing by the Proponent that they are in breach of their obligations.

(2) The City may terminate this agreement with sixty (60) days' written notice.

5. Term

5.1. The term of this agreement shall be for five (5) years commencing from the effective date set out on the first page of this agreement, unless it is terminated or replaced by another agreement. This agreement shall automatically renew itself, on the same terms and conditions, for five (5) year periods including this provision for automatic renewal unless the agreement has been terminated by either party in accordance with this agreement.

IN WITNESS WHEREOF this Agreement has been executed by the Parties.

SIGNED, SEALED AND DELIVERED

The Corporation of the City of London

<Insert legal name of Proponent>

Signature
PRINT NAME:
PRINT TITLE:

*Signature
PRINT NAME:
PRINT TITLE:

*Signature
PRINT NAME:
PRINT TITLE:

*I/We have authority to bind the corporation.

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON FEBRUARY 19, 2020
FROM:	SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME
SUBJECT:	ONTARIO LABOUR MARKET PARTNERSHIP AGREEMENT - MARKET RESEARCH INCREASED LABOUR MARKET PARTICIPATION IN THE LONDON ECONOMIC REGION

RECOMMENDATION

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the attached proposed By-law (Appendix "A") **BE INTRODUCED** at the Municipal Council meeting of March 2, 2020:

- a) **TO APPROVE** the Ontario Labour Market Partnership (OLMP) Agreement – Market Research - “Increased Labour Market Participation in the London Economic Region” with Her Majesty the Queen in Right of Ontario as represented by the Minister of Labour, Training and Skills Development, and
- b) **TO AUTHORIZE** the Mayor and City Clerk to execute the Ontario Labour Market Partnership (OLMP) Agreement (Schedule “1”) for the completion of market research – “Increased Labour Market Participation in the London Economic Region”;
- c) **TO DELEGATE** to the Managing Director, Housing, Social Services and Dearness Home, the authority to approve any further Amendments to the Ontario Labour Market Partnership (OLMP) Agreement – Market Research if the Amendments are substantially in the form of the Agreement approved in subsection (a);
- d) **TO AUTHORIZE** the Managing Director, Housing, Social Services and Dearness Home, or written delegate, to execute any Amendments to the Ontario Labour Market Partnership (OLMP) Agreement – Market Research approved in subsection (a);
- e) **TO DELEGATE** to the Managing Director, Housing, Social Services and Dearness Home the authority to undertake all the administrative, financial and reporting acts, including signing authority regarding: application forms for funding, budgets, cash flows, other financial reporting including financial claims, and directions, consents and other authorizations as may be required, provided that the monetary amounts do not exceed the maximum amount of the Ministry of Labour, Training and Skills Development’s contribution specified in the Agreement that are necessary in connection with the Ontario Labour Market Partnership (OLMP) Agreement – Market Research approved in subsection (a).

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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Employment Ontario Transformation – Service System Manager Update (CPSC – January 21, 2020)
Employment Ontario Transformation – Service System Manager Competition (CPSC-June 17, 2019)

STRATEGIC PLAN LINKAGES 2019-2023
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Strengthening Our Community

- Londoners have access to the supports they need to be successful.
- Londoners have access to the services and supports that promote well-being, health, and safety in their neighbourhoods and across the city.

Growing Our Economy

- London creates a supportive environment where entrepreneurs, businesses, and talent can thrive.

Leading in Public Service

- The City of London is a leader in public service as an employer, a steward of public funds, and an innovator of service.

BACKGROUND

Currently the London Census Metropolitan Area (CMA) has one of the lowest labour market participation rates in Ontario while at the same time job opportunities continue to increase, and local employers in the region experience significant difficulty in filling vacant positions. Upwards of 6,500 vacant positions exist, and this number is expected to rise over the next several years. (This estimate is based on jobs aggregated through the Local Job Hub website with an additional 60% as an estimate of un-posted jobs).

As the labour market participation rates remain low in the region, speculation exists as to the demographic of those not participating, why they are not participating and more importantly, what could entice their participation in the labour market. Increasing both labour market participation and the labour pool will help address a labour market imbalance. This may begin to alleviate the labour market pressures felt by local employers who are currently hiring and planning for further workforce expansion.

City of London Social Services administers the Ontario Works program on behalf of the Province of Ontario and the Ministry of Children, Community, and Social Services as a Consolidated Municipal Service Manager (CMSM). Ontario Works is an employment assistance and financial support program focused on helping individuals and families gain and maintain sustainable employment through training, education, developing “hard” and “soft” employment skills, linking participants to opportunities, and providing individualized supports as needed. The City of London is responsible for the effective delivery of individualized service and supports that respond to the needs of Ontario Works Participants residing in London and Middlesex County. The Ontario Works caseload in London has fluctuated in recent years, and although recently there have been positive downward trends, the caseload still remains as the highest per capita in the Province.

The City of London has recently submitted a research proposal to the Ministry of Labour, Training and Skills Development to investigate who is not participating in the labour market, why they are not participating and more importantly what, if anything, would be able to draw them into the labour market. This research would focus on the 25-54 year old non-participating demographic.

The proposed research project will engage a third-party research firm to provide factual evidence, which can be used to set realistic strategies and benchmarks for engaging 25-54 year-old nonparticipants in the CMA in order to spur a return to the labour market. It is anticipated that this approach would thereby begin to address current labour market demands and recruitment challenges experienced by local employers. The third-party research firm would be secured through a Request for Proposal (RFP) process.

FINANCIAL IMPACT

Funding for the Ontario Labour Market Partnership (OLMP) research project in the amount of \$123,689 is provided by the Ministry of Labour, Training and Skills Development and therefore there is no financial impact to the City of London.

The City of London’s contribution to this project are “in-kind contributions” which will be provided from existing City of London base budget resources and combined with contributions from other project partners outlined in the proposal. These contributions consist of utilizing meeting spaces at the Social Services offices and staff time already included in the Social Services base budget.

CONCLUSION

The research findings will inform regional employment services planning and workforce development strategies, specifically around increasing labour market participation and thereby addressing regional labour shortages currently experienced across the London CMA.

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	

- Cc: Elaine Sauve, Program Supervisor, Ministry of Community and Social Services
 Anna Lisa Barbon, Managing Director, Corporate Services & City Treasurer, Chief Financial Officer
 Bryan Baar, Senior Financial Business Administrator
 Annette Ripepi, Financial Business Administrator
 Lynn Marshall, Solicitor II, City Solicitor's Office
 John Freeman, Manager, Purchasing & Supply
 Heather Sheridan, Acting Director, St. Thomas-Elgin Social Services
 Lisa Lanthier Manager, Human Services, Oxford County
 Cindy Howard, General Manager, County of Middlesex
 Robert Collins, Director of Workforce Development, LEDC
 Deb Mountenay, Executive Director, Elgin Middlesex Oxford Workforce Planning and Development Board
 Gerry Macartney, CEO, London Chamber of Commerce
 Cindy Hastings, Manager, Business Development, St. Thomas Economic Development Corporation
 Cara Finn, Director of Economic Development, County of Middlesex

APPENDIX A

Bill No.
2020

By-law No.

A By-law to approve the Ontario Labour Market Partnership Agreement – Market Research - “Increased Labour Market Participation in the London Economic Region” between Her Majesty the Queen in Right of Ontario as represented by the Minister of Labour, Training and Skills Development and The Corporation of the City of London.

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.

- (a) The Ontario Labour Market Partnership (OLMP) Agreement for the delivery of market research “Increased Labour Market Participation in the London Economic Region” between Her Majesty the Queen in Right of Ontario as represented by the Minister of Labour, Training and Skills Development and The Corporation of the City of London, substantially in the form attached as Schedule 1 to this by-law, is **authorized and approved**.
- (b) The Mayor and City Clerk are **authorized** to execute the Ontario Labour Market Partnership (OLMP) – Market Research Funding Agreement approved in subsection 1(a).
- (c) The Managing Director, Housing, Social Services and Dearness Home is **delegated** the authority to approve any further Amendments to the Ontario Labour Market Partnership (OLMP) - Market Research Agreement if the Amendments are substantially in the form of the Agreement approved in subsection 1(a).
- (d) The Managing Director Housing, Social Services and Dearness Home, or written designate, are **authorized** to execute any Amendments to the Ontario Labour Market Partnership (OLMP) – Market Research Agreement approved in subsection 1(a).
- (e) The Managing Director, Housing, Social Services and Dearness Home, or written designate, is **delegated** the authority to undertake all the administrative, financial and reporting acts, including signing authority regarding: application forms for funding, budgets, cash flows, other financial reporting including financial claims, and directions, consents and other authorizations as may be required, provided that the monetary amounts do not exceed the maximum amount of the Ministry of

Labour, Training and Skills Development's contribution specified in the Agreement that are necessary in connection with the Ontario Labour Market Partnership –Market Research Agreement approved in subsection 1(a).

2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council , 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading -
Second reading -
Third reading –

**ONTARIO TRANSFER PAYMENT AGREEMENT
ONTARIO LABOUR MARKET PARTNERSHIPS (OLMP)**

THE AGREEMENT, effective as of the 9th day of March, 2020 (the **“Effective Date”**)

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Labour, Training and Skills
Development**

(the “Province”)

- and -

CORPORATION OF THE CITY OF LONDON

(the “Recipient”)

BACKGROUND

The Recipient intends to carry out the Project.

The Province wishes to provide Funds to the Recipient for the Project.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Province and the Recipient (the **“Parties”**) agree as follows:

ENTIRE AGREEMENT

This agreement (the **“Agreement”**), including:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Project Specific Information and Additional Provisions
- Schedule “C” - Project Description and Timelines
- Schedule “D” - Budget
- Schedule “E” - Payment Plan
- Schedule “F” - Reporting
- Schedule “G” - Performance Commitments
- Schedule “H” - Audit and Accountability Requirements
- Schedule “I” - Project Plan; and any amending agreement entered into as provided for below,

constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

COUNTERPARTS

The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

AMENDING THE AGREEMENT

The Agreement may only be amended by a written agreement duly executed by the Parties.

ACKNOWLEDGEMENT

The Recipient:

- a. acknowledges that it has read and understands the provisions contained in the entire Agreement; and
- b. agrees to be bound by the terms and conditions contained in the entire Agreement.

IN WITNESS WHEREOF, the Parties have executed the Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Labour, Training and Skills Development

by:

Date

Name: Heather Cross

Title: A/Director, Western Region

Authorized Signing Officer

CORPORATION OF THE CITY OF LONDON

by:

Date

Name: Ed Holder

Title: Mayor

by:

Date

Name: Catharine Saunders

Title: City Clerk

I/We have authority to bind the Recipient.

SCHEDULE "A"

GENERAL TERMS AND CONDITIONS

1.0 INTERPRETATION AND DEFINITIONS

1.1 Interpretation. For the purposes of interpretation:

- a. words in the singular include the plural and vice-versa;
- b. words in one gender include all genders;
- c. the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- d. any reference to dollars or currency will be in Canadian dollars and currency; and
- e. "include", "includes" and "including" denote that the subsequent list is not exhaustive.

1.2 Definitions. In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions referred to in section 9.1 and as specified in Schedule "B".

"BPSAA" means the *Broader Public Sector Accountability Act, 2010* (Ontario).

"Budget" means the budget attached to the Agreement as Schedule "D".

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Event of Default" has the meaning ascribed to it in section 15.1.

"Expiration Date" means the date on which this Agreement will expire and is the date set out in Schedule "B".

"Funding Year" means:

- a. in the case of the first Funding Year, the period commencing on the Effective

Date and ending on the following March 31; and

- b. in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

“Maximum Funds” means the maximum amount the Province will provide the Recipient under the Agreement as set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “C”.

“PSSDA” means the *Public Sector Salary Disclosure Act, 1996* (Ontario).

“Reports” means the reports described in Schedule “F”.

“Timelines” means the Project schedule set out in Schedule “C”.

2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 **General.** The Recipient represents, warrants and covenants that:

- a. it is, and will continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- b. it has, and will continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project;
- c. it is in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any

aspect of the Project, the Funds or both; and

- d. unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete for the term of the Agreement.

2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

- a. the full power and authority to enter into the Agreement; and
- b. taken all necessary actions to authorize the execution of the Agreement.

2.3 **Governance.** The Recipient represents, warrants and covenants that it has, and will maintain, in writing for the period during which the Agreement is in effect:

- a. a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- b. procedures to ensure the ongoing effective functioning of the Recipient;
- c. decision-making mechanisms for the Recipient;
- d. procedures to enable the Recipient to manage Funds prudently and effectively;
- e. procedures to enable the Recipient to complete the Project successfully;
- f. procedures to enable the Recipient, in a timely manner, to identify risks to the completion of the Project, and strategies to address the identified risks;
- g. procedures to enable the preparation and delivery of all Reports required pursuant to Article 7.0; and
- h. procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

2.4 **Supporting Documentation.** Upon request, the Recipient will provide the Province with proof of the matters referred to in this Article 2.0.

3.0 TERM OF THE AGREEMENT

3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date unless terminated earlier pursuant to Article 13.0, Article 14.0 or Article 15.0.

4.0 FUNDS AND CARRYING OUT THE PROJECT

4.1 **Funds Provided.** The Province will:

- a. provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- b. provide the Funds to the Recipient in accordance with the Payment Plan attached to the Agreement as Schedule “E”; and
- c. deposit the Funds into an account designated by the Recipient provided that the account:
 - i. resides at a Canadian financial institution; and
 - ii. is in the name of the Recipient.

4.2 **Limitation on Payment of Funds.** Despite section 4.1:

- a. the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section 12.2;
- b. the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- c. the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information provided by the Recipient pursuant to section 7.1; and
- d. if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - i. reduce the amount of Funds and, in consultation with the Recipient, change the Project; or

ii. terminate the Agreement pursuant to section 14.1.

4.3 Use of Funds and Project. The Recipient will:

- a. carry out the Project in accordance with the terms and conditions of the Agreement;
- b. use the Funds only for the purpose of carrying out the Project;
- c. spend the Funds only in accordance with the Budget; and
- d. not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, including other ministries, agencies and organizations of the Government of Ontario.

4.4 Province's Role Limited to Providing Funds. For greater clarity, the Province's role under the Agreement is limited to providing Funds to the Recipient for the purposes of the Project and the Province is not responsible for carrying out the Project.

4.5 No Changes. The Recipient will not make any changes to the Project, the Timelines, or the Budget without the prior written consent of the Province.

4.6 Interest Bearing Account. If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

4.7 Interest. If the Recipient earns any interest on the Funds, the Province may:

- a. deduct an amount equal to the interest from any further instalments of Funds; or
- b. demand from the Recipient the repayment of an amount equal to the interest.

4.8 Maximum Funds. The Recipient acknowledges that the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds.

4.9 Rebates, Credits and Refunds. The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

4.10 Funding, Not Procurement. For greater clarity, the Recipient acknowledges that:

- a. it is receiving funding from the Province for the Project and is not providing goods or services to the Province; and

- b. the funding the Province is providing under the Agreement is funding for the purposes of the PSSDA.

5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

- 5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:
 - a. do so through a process that promotes the best value for money; and
 - b. comply with the BPSAA, including any procurement directive issued thereunder, to the extent applicable.
- 5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

6.0 CONFLICT OF INTEREST

- 6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- 6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:
 - a. the Recipient; or
 - b. any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project, the use of the Funds, or both.
- 6.3 **Disclosure to Province.** The Recipient will:
 - a. disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
 - b. comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

7.0 REPORTING, ACCOUNTING AND REVIEW

7.1 Preparation and Submission. The Recipient will:

- a. submit to the Province at the address referred to in section 19.1, all Reports in accordance with the timelines and content requirements set out in Schedule “F”, or in a form as specified by the Province from time to time;
- b. submit to the Province at the address referred to in section 19.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- c. ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- d. ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

7.2 Record Maintenance. The Recipient will keep and maintain:

- a. all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- b. all non-financial documents and records relating to the Funds or otherwise to the Project.

7.3 Inspection. The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:

- a. inspect and copy the records and documents referred to in section 7.2;
- b. remove any copies made pursuant to section 7.3a. from the Recipient's premises; and
- c. conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

7.4 Disclosure. To assist in respect of the rights set out in section 7.3, the Recipient will disclose any information requested by the Province, its authorized representatives or

an independent auditor identified by the Province, and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

7.6 **Auditor General.** For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

8.0 COMMUNICATIONS REQUIREMENTS

8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province in a form and manner as directed by the Province.

8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

9.0 FURTHER CONDITIONS

9.1 **Additional Provisions.** The Recipient will comply with any Additional Provisions. In the event of a conflict or inconsistency between any of the requirements of the Additional Provisions and any requirements of this Schedule "A", the Additional Provisions will prevail.

10.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

10.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

11.0 INDEMNITY

11.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and

expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.

- 11.2 **Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.
- 11.3 **Province's Election.** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of Province under the Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.
- 11.4 **Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- 11.5 **Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations.

12.0 INSURANCE

- 12.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and will maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per occurrence. The policy will include the following:
- a. the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
 - b. a cross-liability clause;
 - c. contractual liability coverage; and

d. a 30 day written notice of cancellation.

12.2 **Proof of Insurance.** The Recipient will provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 12.1. Upon the request of the Province, the Recipient will make available to the Province a copy of each insurance policy.

13.0 TERMINATION ON NOTICE

13.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty or costs upon giving at least 30 days' Notice to the Recipient.

13.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section 13.1, the Province may take one or more of the following actions:

- a. cancel all further instalments of Funds;
- b. demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- c. determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - i. permit the Recipient to offset such costs against the amount owing pursuant to section 13.2b.; and
 - ii. subject to section 4.8, provide Funds to the Recipient to cover such costs.

14.0 TERMINATION WHERE NO APPROPRIATION

14.1 **Termination Where No Appropriation.** If, as provided for in section 4.2d., the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

14.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section 14.1, the Province may take one or more of the following actions:

- a. cancel all further instalments of Funds;
- b. demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- c. determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 14.2b.

14.3 **No Additional Funds.** For greater clarity, if the costs determined pursuant to section 14.2c. exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

15.0 **EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT**

15.1 **Events of Default.** Each of the following events will constitute an Event of Default:

- a. in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - i. carry out the Project;
 - ii. use or spend Funds; or
 - iii. provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1b.;
- b. the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- c. the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- d. the Recipient ceases to operate.

15.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- a. initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- b. provide the Recipient with an opportunity to remedy the Event of Default;
- c. suspend the payment of Funds for such period as the Province determines appropriate;
- d. reduce the amount of the Funds;
- e. cancel all further instalments of Funds;
- f. demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- g. demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- h. demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and
- i. terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

15.3 **Opportunity to Remedy.** If, in accordance with section 15.2b., the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- a. the particulars of the Event of Default; and
- b. the Notice Period.

15.4 **Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 15.2b., and:

- a. the Recipient does not remedy the Event of Default within the Notice Period;
- b. it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- c. the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 15.2a., c., d., e., f., g., h. and i.

15.5 **When Termination Effective.** Termination under this Article will take effect as set out in the Notice.

16.0 FUNDS AT THE END OF A FUNDING YEAR

16.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 15.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- a. demand the return of the unspent Funds; and
- b. adjust the amount of any further instalments of Funds accordingly.

17.0 FUNDS UPON EXPIRY

17.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

18.0 REPAYMENT

18.1 **Repayment of Overpayment.** If at any time during the term of the Agreement the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- a. deduct an amount equal to the excess Funds from any further instalments of Funds; or
- b. demand that the Recipient pay an amount equal to the excess Funds to the Province.

18.2 **Debt Due.** If, pursuant to the Agreement:

- a. the Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
- b. the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay or return the amount to the

Province immediately, unless the Province directs otherwise.

- 18.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 18.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address referred to in section 19.1.
- 18.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

19.0 NOTICE

- 19.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as set out in Schedule “B”, or as either Party later designates to the other by Notice.
- 19.2 **Notice Given.** Notice will be deemed to have been given:
- a. in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
 - b. in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.
- 19.3 **Postal Disruption.** Despite section 19.2a., in the event of a postal disruption:
- a. Notice by postage-prepaid mail will not be deemed to be received; and
 - b. the Party giving Notice will provide Notice by email, personal delivery or by fax.

20.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

- 20.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

21.0 SEVERABILITY OF PROVISIONS

21.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

22.0 WAIVER

22.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 19.0. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

23.0 INDEPENDENT PARTIES

23.1 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

24.0 ASSIGNMENT OF AGREEMENT OR FUNDS

24.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement.

24.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

25.0 GOVERNING LAW

25.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

26.0 FURTHER ASSURANCES

26.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

27.0 JOINT AND SEVERAL LIABILITY

27.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

28.0 RIGHTS AND REMEDIES CUMULATIVE

28.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

29.0 ACKNOWLEDGEMENT OF OTHER LEGISLATION AND DIRECTIVES

29.1 **Recipient Acknowledges.** The Recipient:

- a. acknowledges that by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the BPSAA, the PSSDA, and the *Auditor General Act* (Ontario);
- b. acknowledges that Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the BPSAA; and
- c. will comply with any such legislation, including directives issued thereunder, to the extent applicable.

30.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

30.1 Other Agreements. If the Recipient:

- a. has failed to comply (a “Failure”) with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies;
- b. has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- c. has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- d. such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

31.0 SURVIVAL

31.1 Survival. The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 and any other applicable definitions, section 4.2d., 4.7, section 5.2, section 7.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), sections 7.2, 7.3, 7.4, 7.5, 7.6, Article 8.0, Article 11.0, section 13.2, sections 14.2 and 14.3, sections 15.1, 15.2d., e., f., g. and h., Article 17.0, Article 18.0, Article 19.0, Article 21.0, section 24.2, Article 25.0, Article 27.0, Article 28.0, Article 29.0, Article 30.0, and Article 31.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"

PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$ 123,689
Expiration Date	December 4, 2020
Amount for the purposes of section 5.2 of Schedule "A"	\$1,000
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	Name: Ministry of Labour, Training and Skills Development Address: 72-1200 Commissioners Road East, London, ON N5Z 4R3 Attention: Heather Cross, A/Director, Western Region Fax: 519-438-4671 Email: MTCUWesternRegion@ontario.ca
Contact information for the purposes of Notice to the Recipient	Name: Corporation of the City of London Address: 300 Dufferin Avenue, London, ON N6A 4L9 Attention: Ed Holder, Mayor Fax: 519-661-5308 Email: mayor@london.ca

Additional Provisions:

1. Amendment to Definitions

The definition of "Indemnified Parties" in Article 1.2 is deleted and replaced with:

"Indemnified Parties" means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, employees and authorized subcontractors.

2. Further Definitions

The following definitions also apply to this Agreement:

“**Eligible Activities**” means the activities described in Schedule “C”.

“**EOPG**” means the [Employment Ontario Partners' Gateway](#), a provincially maintained website which provides support to service providers delivering Employment Ontario programs and services as part of the Employment Ontario network.

“**FIPPA**” means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F. 31, as amended.

“**Guidelines**” means the Ontario Labour Market Partnerships Guidelines which may be amended from time to time at the sole discretion of the Province. The Guidelines are available on the EOPG.

“**OLMP**” means Ontario Labour Market Partnerships.

“**Partners**” means active participants in the Project, other than the Recipient, who will contribute financial and/or in-kind resources.

“**Project Plan**” means the project plan submitted by the Recipient and approved by the Province that is attached to the Agreement as Schedule “I”.

3. Additions to Article 2.0

The following provisions are added to Article 2.1:

- e. it has provided, and will continue to provide for the term of the Agreement, training to any person involved in carrying out the Project on the relevant responsibilities of the Recipient set out in the Agreement; and
- f. it has taken, and will continue to take for the term of the Agreement, all reasonable actions to minimize and reduce the costs related to the Project that may be incurred as a result of the expiry or termination of the Agreement including negotiating all contracts related to the Project, such as employment contracts, on terms that will enable the Recipient to cancel them upon terms and conditions that will minimize their cancellation costs in the event of the expiry or termination of the Agreement.

4. Addition to Article 7.0

The following provision is added to Article 7.0:

7.7 Records Transfer. At any time after the expiry of the Agreement or the termination of the Agreement pursuant to Article 13.0, Article 14.0 or Article 15.0, the Province may demand the transfer of any records referred to in section 7.2 to another organization identified by the Province in order to facilitate the successful continuation or completion of the Project, or a similar project, including the continuation or completion of services to individuals.

5. Amendment and Addition to Article 8.0

Article 8.2 is deleted and replaced with:

8.2 Publication. The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province, and shall include a statement that “The Government of Ontario and its agencies are in no way bound by the recommendations contained in this document.”

The following provision is added to Article 8.0:

8.3 Visual Identity and Communications. The Recipient will comply with the Visual Identity and Communications Guidelines for Employment Ontario Services, available on the EOPG, and which may be amended from time to time at the sole discretion of the Province.

6. Additions to Article 10.0

The following provisions are added to Article 10.0:

10.2 Idem. The Recipient acknowledges that the Province is bound by FIPPA and undertakes to perform its obligations under the Agreement in a manner that ensures that the Province is not in breach of its obligations under FIPPA.

10.3 Protection of Privacy. The Recipient represents and warrants that it will protect privacy in accordance with applicable privacy legislation or pursuant to its own privacy policy that is consistent with the Canadian Standards Association Code for the Protection of Personal Information and that is publicly available. Without limitation, the Recipient will:

- a. designate an experienced official who will be responsible for ensuring the

Recipient's compliance with its privacy policy and the privacy protection provisions of the Agreement;

- b. implement appropriate privacy protection training of employees, contractors and authorized subcontractors who have access to personal information to carry out the Project;
- c. only collect, use and disclose personal information if necessary to carry out the Project and comply with its obligations under the Agreement;
- d. at the earliest opportunity, obtain and retain the consent of any individual to the collection, use and disclosure of personal information by the Recipient in carrying out the Project and complying with its obligations under the Agreement in compliance with applicable privacy legislation, and the Recipient's privacy policy;
- e. not use personal information that was collected for use in carrying out the Project for any other purpose without the informed and voluntary written consent of the affected individual;
- f. limit access to personal information to employees, contractors and authorized subcontractors who need the personal information to carry out the Project and ensure the Recipient's compliance with its obligations under the Agreement;
- g. before disclosing personal information to employees, contractors and authorized sub-contractors, enter into an agreement with them requiring them to be bound by the Recipient's privacy policy and the privacy protection provisions of the Agreement;
- h. ensure the security and integrity of any personal information collected by implementing, using and maintaining the most appropriate products, tools, measures and procedures to prevent the unauthorized or inadvertent collection, use, disclosure, loss, alteration or destruction;
- i. provide individuals with access to their own personal information in accordance with applicable privacy legislation, and the Recipient's protection of privacy policy;
- j. ensure the secure and irreversible destruction of records containing personal information when they are no longer needed to carry out the Project or to comply with the Recipient's obligations under the Agreement;
- k. notify the Province as soon as the Recipient becomes aware of a potential or actual breach of any of the privacy policy and the privacy protection provisions of the Agreement;

- l. co-operate with the Province and its contractors and auditors in any audit of or investigation into a breach of the privacy policy and the privacy protection provisions of the Agreement; and
- m. implement, use and maintain other specific privacy or security measures that in the reasonable opinion of the Province would improve the adequacy and effectiveness of the Recipient's measures to ensure the privacy and security of the records collected, created, used and disclosed in carrying out the Project and compliance with the obligations under the Agreement.

7. Amendment to Article 12.0

Article 12.1 is deleted and replaced with:

12.1 Recipient's Insurance. The Recipient represents and warrants that it has, and will maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, or if the Recipient is a school board, with the Ontario School Boards' Insurance Exchange, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy will include the following:

- a. the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- b. a cross-liability clause;
- c. contractual liability coverage; and
- d. a 30 day written notice of cancellation, termination or material change.

SCHEDULE "C"

PROJECT DESCRIPTION AND TIMELINES

The Project will be delivered for the period of March 9, 2020 to December 4, 2020.

1. AGREEMENT AND GUIDELINES

The Guidelines are designed as a resource to assist the Recipient in carrying out, administering and managing the Project. The Agreement prevails over the Guidelines.

2. Background

The OLMP program provides financial assistance to local communities, sector groups, employee/employer associations, and employers in developing and implementing strategies for projects that address and respond to local economic (employment) development, labour force adjustments and human resource planning.

3. Objectives

The objectives of the OLMP program are to:

- a. Promote the creation of broad industry/community partnerships necessary to address labour market issues;
- b. Assist local communities with the development of innovative strategies to prepare for future skills requirements and prevent skills shortages within new and emerging industries and organizations;
- c. Plan for effective utilization of local human resources; and
- d. Develop and promote labour market intelligence and its use in labour market development.

All OLMP projects will include activities that focus on an identified labour market issue and be likely to have a positive impact on the labour market.

4. Partnership and Contributions

The Project will include the Recipient and one or more Partners. These Partners are active supporters of the Project, who contribute time, resources and have an interest in the outcome. Partners should not be receiving remuneration as a result of Project funding.

Partnership contributions may include:

- a. Financial contributions;
- b. Contributions of human resources for program delivery;
- c. Joint delivery of a program or service; and
- d. Capital investment.

5. Roles and responsibilities of the Recipient

- a. The Recipient will carry out the Project in accordance with the Project Plan attached as Schedule "I" of this Agreement;
- b. The Recipient will adhere to good management practices in the maintenance of accurate progress reports and financial records;
- c. The Recipient will be responsible for:
 - i. securing the financial, intellectual and physical involvement of Partners, as appropriate;
 - ii. designing and delivering the Project;
 - iii. participating actively in the reporting, monitoring and evaluation of the Project;
 - iv. ensuring that the objectives, Project terms and conditions are being met, keeping a record of progress and accomplishments to-date and maintaining accurate financial records;
 - v. ensuring that funding is being used for its intended purpose, and that payment claims are submitted with appropriate supporting documentation;
 - vi. ensuring that all Project expenditures are incurred within the term of the Agreement;
 - vii. providing the Province with a record of all capital assets purchased with the Funds, the cost of which exceeded \$1,000 at the time of purchase using the Assets Report as set out in Schedule "F" (the potential methods of disposition are listed on the Report);
 - viii. ensuring cooperation with the Province by supporting all monitoring and evaluation activities. This includes completion of the Final Report within four months of the completion of activities and prior to the end date of the Agreement; and
- d. The Recipient may seek funding from other orders of government or Partners, however, the Recipient will ensure that funding of activities by the Province is not duplicated by other sources.

6. Monitoring

Monitoring, under the Agreement, will be a collaborative effort between the Province and Recipient. Some of the activities that can be expected during the life cycle of the Agreement include:

- a. Activity and financial reporting;
- b. On-site monitoring and evaluation visits;
- c. Surveying of at least one OLMP Partner;
- d. Discussions via telephone; and
- e. Correspondence by mail or e-mail.

7. Subcontracting

The Recipient will not subcontract any of its responsibilities in carrying out the Project to a third party unless:

- a. The Recipient has received the prior written approval of the Province to subcontract per the OLMP Project Plan attached as Schedule "I";
- b. The costs have been specifically identified as eligible costs in the OLMP Project Plan; and
- c. The Recipient will not subcontract to themselves.

8. Transfer Payment Common Registration system

The Transfer Payment Common Registration (TPCR) system is a mandatory central repository for organizations to register, view, and update their information in order to receive transfer payment funding from the Province. In order to establish a profile in the TPCR, the Recipient will follow the instructions posted on the [TPCR system website](#) to:

- a. identify an individual to function in the Administrator role;
- b. identify any additional individuals (Associate Users) who should have access to the organization's profile;
- c. verify the pre-populated information within the TPCR system;
- d. make any additions or edits required; and
- e. keep information up-to-date.

SCHEDULE "D"

BUDGET

Summary

Total Contract Value (Total Contribution from the Province)	\$ 123,689
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Fiscal Year 2019-20

FUNDING CATEGORY	AMOUNT
Activity Related Direct Project Costs	\$ 123,689
Capital Costs	\$ 0
Contribution from the Province	\$ 123,689

Partnership Contribution

Partnership Financial Contribution	\$ 0
Partnership In-Kind Contribution	\$ 27,175
Total Partnership Contribution	\$ 27,175

SCHEDULE "E"

PAYMENT PLAN

PAYMENT DATE OR MILESTONE AND AMOUNT

1. Upon signing of Agreement and receipt of Certificate of Insurance
AMOUNT
\$ 111,320
2. Upon **Quarterly** receipt and verification of Payment Claim /Activity Report
AMOUNT based on demonstrated need within each fiscal year budget amount.
3. Upon receipt and review of the Final Report, Statement of Revenue and Expenditure Report, and if applicable, Auditor's Report.
AMOUNT
\$ 12,369

PAYMENT CLAIM/ACTIVITY REPORT DETAILS

1. The Recipient will submit a Quarterly Payment Claim/Activity Report as set out in Schedule "F".
2. The Province will reimburse actual expenditures submitted on the Quarterly claim form by the Recipient only if the Province is satisfied with the progress of the Project and the verifications/reconciliations of actual amounts claimed.
3. The Province may hold back the payment of any advances pending the submission of Payment Claim and Activity Reports.
4. The Province may withhold the final payment pending submission and review of the Final Report, Statement of Revenue and Expenditure Report and if applicable, Auditor's Report.
5. The Province may withhold payment of any claim pending the completion of an audit of the Recipient's books and records conducted pursuant to section 7.3.
6. Pursuant to section 4.2c of the Agreement, the Province may adjust the payment based on the reports referenced above. For greater certainty, the Maximum Funds will not be exceeded.

SCHEDULE "F"

REPORTING

1. **Payment Claim and Activity Report**

Due Date: Quarterly

- a. This report template is posted on the EOPG.
- b. This report must be submitted with appropriate supporting documentation as identified by the Province.

2. **Assets Report**

Due Date: By the end date of the Agreement

- a. This report template is posted on the EOPG.

3. **Final Report**

Due Date: By the end date of the Agreement

- a. The Final Report will be completed as specified in Section 9 of the Guidelines.

4. **Statement of Revenue and Expenditure Report**

Due Dates:

- a. 60 days after **each** fiscal year end; and
- b. 60 days within expiry date of the term of the Agreement
 - i. The Statement of Revenue and Expenditure Report will be submitted on the dates set out above, and consistent with the requirements in Schedule "H".

5. **Auditor's Report (if applicable) The Auditor's Report will provide an opinion on all fiscal years.**

Due Date: 60 days after the Agreement end date

Reports specified from time to time

On a date or dates specified by the Province.

Report Details

- a. All Reports will be in a format to be provided by the Province and will not include any personal information in accordance with applicable privacy legislation.
- b. All Reports will be submitted in the manner as set out in the documents.

SCHEDULE "G"

PERFORMANCE COMMITMENTS

This schedule is intentionally left blank.

SCHEDULE “H”

AUDIT AND ACCOUNTABILITY REQUIREMENTS

Note to Auditors and other readers: Schedule “H”, the Audit and Accountability Requirements, must be read in conjunction with the Agreement and its other Schedules.

1. Definitions

In this Schedule, the following terms have the following meanings:

- a. **“Capital Assets”** means capital assets (tangible and intangible), are identifiable assets that meet all of the following criteria:
 - i. are held for use in the provision of services, for administrative purposes, for production of goods or for the maintenance, repair, development or construction of other capital assets;
 - ii. have been acquired, constructed or developed with the intention of being used on a continuing basis;
 - iii. are not intended for sale in the ordinary course of operations; and
 - iv. are not held as part of a collection.

Tangible capital assets include land, buildings and equipment.

Intangible capital assets are identifiable non-monetary assets without physical substance.

- b. **“Multi-agreement holder”** means a Recipient that has two or more agreements with the Province within a single region or across more than one region.
- c. **“Project Accounting”** means that, where a Recipient has multiple projects, all costs will be allocated to a specific Project. These costs will then be reconciled with the sources of funding, ensuring accurate accounting. The Recipient may receive funding from multiple sources. For the purpose of Audit and Accountability Requirements, each Project has a separate source of funding. Project Accounting connects Recipient funding with Project activities to effectively track the financial progress of a Project.

2. Funding Categories

a. Activity Related Direct Project Costs

Activity Related Direct Project Costs are Funds used for direct expenditures related to the day-to-day direct delivery of all of the components of the Project as agreed to with the Province. Activity Related Direct Project Costs are also known as “overhead costs” or “operating costs”.

- i. Costs related to the provision of the Project that can be claimed against Activity Related Direct Project Costs include:
 1. Staff and management salaries directly associated with the delivery of the Project;
 2. Licences/permits;
 3. Fees for professional services including consulting fees to assist in the achievement of OLMP objectives;
 4. Disbursements for research or technical studies, costs related to research subjects;
 5. Disability needs;
 6. Bank fees;
 7. Utilities;
 8. Materials;
 9. Supplies;
 10. Travel, insurance;
 11. Facilities (rent);
 12. Facilities (mortgage payments, but only the interest portion of a mortgage payment is allowed as an operating cost);
 13. Ongoing purchase or leasing of equipment and furniture directly associated with the effective delivery of the Project is allowable;
 14. Accounting services and auditor’s fees;
 15. Evaluations, follow-up surveys and assessments, as requested by the Province; and
 16. Administrative or overhead costs.

Capital costs are to be applied in the year incurred.

- ii. The Recipient will not use Funds for:
 1. Termination, severance costs and bonuses; or

2. Major capital expenditures, such as the purchase or construction of facilities.

b. Capital Costs

Capital costs are Project funds which are used to acquire Capital Assets as defined under Definitions above.

3. Financial Considerations

a. Funds

Recipients' use of Funds is also subject to the following limits:

- i. Funds are allocated against an identified level of activity;
- ii. In situations of co-location of the Project with other programs and services, Project funds will only be used to cover costs directly related to the delivery of the Project; this will be managed by applying Project Accounting principles;
- iii. Funds cannot be used for renovations for new or existing facilities;
- iv. Funds can be used for ongoing purchase of equipment and furniture directly associated with the effective delivery of the Project;
- v. The Recipient will obtain prior written approval from the Province to shift funds between funded sites or communities;
- vi. The Recipient will not transfer funds between budget lines (as set out in Schedule "D") unless it obtains the prior written consent of the Province;
- vii. The Recipient should not anticipate additional funds, although the Recipient should discuss any issues with the Province; and
- viii. Leasehold improvements directly related to the delivery of the Project require prior written approval from the Province.

b. Interest Earned

The Agreement sets out the requirements on Interest Earned.

If the Recipient fails to identify interest earned in the Statement of Revenue and Expenditure Report (SRER), then the following applies:

- i. The Province will deem interest to have been earned based on the average of unspent Funds reported on the SRER using the current

interest rate charged by the Province of Ontario on accounts receivable. This deemed interest amount will be considered revenue of the Recipient for the purposes of the SRER; and

- ii. Such failure will be considered an Event of Default in accordance with section 15.1 of the Agreement.

c. **Bank Account**

The Agreement sets out the requirements regarding deposit of the Funds into an interest bearing account in 4.6 of the Agreement.

Although maintaining a separate bank account for Funds received from the Province is not a requirement under the Agreement, it is a strongly recommended practice.

d. **Capital Assets**

The Recipient is not required to report capital asset expenditures to the Province. However, the Recipient will maintain a separate record of capital asset expenditures for audit purposes in accordance with Article 7.2 of the Agreement.

e. **Disposition of Assets**

The Agreement sets out the requirements on Disposition of Assets.

Any money earned on the disposition of assets will be reported on the SRER (and any other reports specified by the Province) in the period when disposition of the asset occurs.

f. **Deficits**

The Recipient is accountable for managing the Funds and required to remain within its approved site allocations (per Schedule "D" of the Agreement). The Recipient will request prior written approval from the Province for an anticipated over-expenditure. Each request will be individually evaluated. The Recipient will enclose copies of overspending approval documents from the Province with their financial reports (for example, EER or SRER as requested by the Province).

g. **Tax Rebates**

Reporting Province program expenditures net of tax rebates:

The Recipient will report all program expenditures net of any tax rebates or input tax credits.

h. **Sample**

Amount Recipient spent on goods/services		\$100.00
Amount of tax paid (example 13%)	\$13.00	
Less amount of tax rebate claimed (where rebate equals 80%)	<u>-\$10.40</u>	
Amount of tax expenditure	<u>\$ 2.60</u>	
Amount reported as Province Project expenditure		<u>\$102.60</u>

4. Instructions for Reports Required

Reports are complete if they are signed by a person with authority to bind the Recipient. Payments will be delayed if complete Reports are not received by identified due dates as directed by and in the form required by the Province.

a. **Payment Claim and Activity Report**

The Recipient will submit to the Province Payment Claim and Activity Reports and in accordance with the instructions set out in Schedule “F”. The Payment Claim and Activity Reports help determine:

- that funds are being spent as intended in the Agreement; and
- that activities outlined in the Agreement are taking place

b. **Final Report**

The Recipient will submit to the Province the Final Report in accordance with the instructions set out in Schedule “F”. The Final Report will be completed as specified in Section 9 of the Guidelines.

c. **Statement of Revenue and Expenditure Report (SRER)**

The Recipient will submit to the Province SRER(s) in accordance with the instructions set out in Schedule “F”. The SRER(s) are used as the basis for the Province’s annual Reconciliation Report.

The Province will provide the Recipient with a template for the SRER. The Recipient will complete the SRER(s) as directed by and in the form required by the Province on the EOPG.

Each SRER will verify that:

- i. Funds have been applied to costs directly related to the Project;
- ii. Shared costs have been properly apportioned to the Project using Project Accounting principles;
- iii. Funds received or expended in prior years for a similar project have not been included;
- iv. Funds and expenditures from other sources have not been included in the Report;
- v. Project reported expenditures are net of tax rebates, credits and refunds referred to in section 4.9 of the Agreement;
- vi. Interest earned on Funds has been credited to the Project;
- vii. Money earned on the disposition of assets has been credited to the Project and maintained in an interest bearing bank account; and
- viii. Funds that were provided to the Recipient before the Recipient's immediate need for them were placed in an interest bearing bank account in the name of the Recipient at a Canadian financial institution.

One SRER is due at the end of each fiscal year.

d. **Auditor's Report**

The Recipient will obtain an Auditor's Report when the Maximum Funds (set out in Schedule "B" of the Agreement) total \$150,000 or more. The audit of all SRERs will be conducted by an external auditor in accordance with Canadian Generally Accepted Auditing Standards. The auditor should verify, at a minimum, that proper and distinct accounts and records are maintained for program funds/expenditures by each budget line. The Auditor's Report will include an opinion on the SRER.

A copy of the full Auditor's Report will be submitted to the Province directly from the auditor.

An Auditor's Report is not required for Recipients who are:

- i. District School Boards or school authorities as defined in the Education Act, R.S.O. 1990, c. E2, as amended;
- ii. Universities established in Ontario that receive regular and ongoing operating funds from the government for purposes of post-secondary education;
- iii. Colleges of Applied Arts and Technology as defined in the Ontario College of Applied Arts and Technology Act, 2002. S.O. 2002, c. 8 Sch. F, as amended; or

- iv. Municipalities in Ontario as defined by the Municipal Act, 2001. S.O. 2001, c. 25, as amended.

Important Note: If additional details or corrections are necessary on any of the SRER(s), the Recipient's external auditor will verify any revisions in writing. The Province cannot accept unaudited information provided by a Recipient in support of their SRER(s).

SCHEDULE “I”

PROJECT PLAN

Approved OLMP Project Plan

PROJECT: Meeting Labour Demand through Increased Labour Market Participation in the London Economic Region

PROJECT DESCRIPTION:

Labour Market Issues and Estimated Number of Affected Jobs

Currently the London Census Metropolitan Area (CMA) has one of the lowest labour market participation rates in Ontario while at the same time local employers in the region are experiencing significant difficulty in filling vacant positions. Upwards of 6,500 vacant job positions exist, and this number is expected to rise over the next several years. (This estimate is based on jobs aggregated through the Local Job Hub website and 60% of estimated un-posted jobs).

As the labour market participation rates continue to drop in the region, speculation exists as to who is not participating, why they are not participating and more importantly, what could entice participation in the labour market. Increasing both labour market participation and the labour pool will help address a labour market imbalance. This may begin to alleviate the labour market pressures felt by local employers who are currently hiring and planning for further workforce expansion

Objectives

The City of London will contract a third-party research firm to complete a research review followed by an original research project targeted to approximately 1,500 individuals. Data gathered through the research will provide local context and a regional estimate of the number of non-participants for the London Census Metropolitan Area (CMA). Additionally, the findings will help to identify distinguishing characteristics of specific demographic groups that may be encouraged to return to the labour market. The results of the research will be used to inform both local and regional planning efforts as it relates to economic development and strengthening the labour force.

The labour market partnership agreement will:

- conduct a review of current data and research to confirm context

- create and implement an original research project (with guidance and support from an advisory committee) to gather specific information about non-participants; geographic trends; factors that influence non-participation; and factors influencing return to the labour market
- produce a report outlining the research findings that will be shared with the regional employment and workforce development partners and form a key element of regional, labour market strategic planning

Partners and Contributions – general description

LOCAL EMPLOYMENT PLANNING COUNCIL

Member of Project Advisory Committee

- labour market expertise, strong connections to employers and employment sector, research experience, expertise in local statistics & research, previous experience with research project,
- meeting host, assistance with coordinating Community Planning Session

Financial Contributions: \$1,625 (in-kind and confirmed)

LONDON ECONOMIC DEVELOPMENT CORPORATION

Member of Project Advisory Committee

- labour market expertise, strong connections to existing and potential employers, employer and economic development lens

Financial Contributions: \$1,625 (in-kind and confirmed)

CITY OF ST. THOMAS

Member of Project Advisory Committee

- Regional labour market expertise, connections to labour pool, regional economic development lens

Financial Contributions: \$1,625 (in-kind and confirmed)

FANSHAWE COLLEGE

Member of Project Advisory Committee

- Expertise in local statistics & research, member of Community Data Research Group, connected to training organization

Financial Contributions: \$1,625 (in-kind and confirmed)

COUNTY OF MIDDLESEX

Member of Project Advisory Committee

- regional labour market expertise, connection to employers, economic development lens

Financial Contributions: \$1,625 (in-kind and confirmed)

LONDON COMMUNITY FOUNDATION

Member of Project Advisory Committee

- potential funder of projects, coordinate similar efforts in London and area, community connections, organizational representation, research expertise

Financial Contributions: \$1,625 (in-kind and confirmed)

EMPLOYMENT SECTOR COUNCIL

Member of Project Advisory Committee

- coordinate connections to community and provide links to community members not participating in labour market connections, organizational representation, research expertise

Financial Contributions: \$1,625 (in-kind and confirmed)

CITY OF LONDON

Project Management - approximately 90 hours = \$6,000

Purchasing - approximately 35 hours (includes - editing, publishing RFP, reviewing, evaluating, reporting and documenting process) = \$2,275

Legal - approximately 14 hours (includes - reviewing proposal, contract, council report) = \$3,500

Finance - approximately 35 hours (includes setting up accounts, processing payments, reviewing reports, etc.) = \$2,275.

Meeting space = 5 advisory meetings x \$250.00 and 1 community stakeholder meeting (including AV) x \$500 = \$1,750

Total Financial Contributions: \$15,800 (in-kind and confirmed)

Activities/Milestones/Timelines

Proposed Activities	Timelines (# of months)
Identify Project Manager and establish Advisory Committee	March 2020
Create and issue Request for Proposal	April 2020
Select successful Research Firm	May 2020
Researcher to conduct review of previous research and data	June 2020
Advisory Committee to meet with Research Firm and confirm research questions	June 2020
Conduct Research	July 2020 – September 2020
Researcher reports findings to Advisory Committee	October 2020
Final Report Prepared	November 2020
Final Report Presented to Advisory Committee and Stakeholders	December 2020

Number and Type of Communities

London Census Metropolitan Area (CMA)

Expected Results/Success Indicators

Expected results	Means by which success will be measured
<p>1,500 individuals will be surveyed to collect information related to labour force non participation.</p>	<p>Data will be collected and reported including: # of surveys completed # of non participants by geographic area # of non participants by demographic information # of non participants available for work Barriers identified Identified engagement strategies identified Other trends / observations</p>
<p>A report will be prepared and distributed to community stakeholders at a public meeting. Stakeholders will include: regional Economic Development Offices, Workforce Planning and Development Boards, Post-Secondary Institutions, Social Assistance Departments, Employer groups, Chambers of Commerce, Service Providers and other stakeholders.</p>	<p># of number of community stakeholders who receive report and area of focus for each stakeholder</p>
<p>The report will be used to compliment the work being done by the London Jobs Now Task Force which includes Western University, Fanshawe College, The London Chamber of Commerce, the London Economic Development Corporation and the Local Employment Planning Council. Additionally, a community planning session will follow the release of the research report. This community consultation will focus on the development of a community strategic plan focused on increasing participation rates.</p>	<p>Summary of initiatives / next steps to be undertaken by task force or other community partners identified at community strategic planning session related to the launch of the research findings.</p>

Organization's Mandate

The City of London currently provides employment services as a Consolidated Municipal Service Manager (CMSM) for the Ontario Works (OW) program using a model that is relatively unique in Ontario. In this model, the CMSM acts as a Transfer Payment Agency whereby the Municipality contracts services through Purchase of Service (POS) agreements.

The City of London's experience in procuring and managing service contracts has helped foster strong collaborations and positioned the City of London as a key partner in the Employment Sector regionally. Key partnerships are with the Elgin Middlesex Workforce Planning and Development Boards (EMOWPDB) and Local Employment Planning Council (LEPC) which supports employment and labour market efforts across the economic region. Combined with the London Economic Development Corporation (LEDC) the necessary linkages to local labour market hiring trends, access to employers, post-secondary institutions, and a proper skills inventory and needs assessment exist. The City also maintains close working relationships with other regional CMSM delivery partners.

The City of London's Ontario Works program has a mandate to support OW participants on their employment path; readily addressing specific needs of different populations such as:

- Persons struggling with addictions
- Persons who identify as Indigenous
- Persons with mental health concerns
- Persons with disabilities
- Young adults – Not in Employment, Education or Training (NEET)

The City of London has a history of working with community stakeholders to generate and apply Labour Market Information (LMI) linking client demographics to labour market opportunities and informing service planning. Examples include the Community Data Research Group which produced reports on Employment and Labour Force Participation as well as the annual OW Participant Profile.

The City of London and community service partners continue to adapt services and programming to capitalize on LMI. The above examples utilized available statistics through Stats Canada and other sources however there are limitations to this information. Working with Service Providers to align training and programming that reflects data reported through available LMI research serves as a strong start to making positive improvements in labour market participation rates, however there is limited information regarding those not currently participating.

Benefits to Employers/Organizations (immediate and long-term)

The communities within the London Census Metropolitan Area (CMA) will benefit from an increased understanding of the numbers of people who are not participating in the labour market and what, if anything, can be done to increase their participation. The research will inform strategic planning for community stakeholders, including employers, to increase the actual number of people how may enter or re-enter the labour market. The research will also provide insight into how various barriers might be addressed at local and regional levels. This in turn will help alleviate labour market pressures and address employers' need for workers. Increased participation in the labour market could also translate to less reliance on social assistance, increased self-sufficiency and increased economic sustainability.

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON FEBRUARY 19, 2020
FROM:	SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME
SUBJECT:	ONTARIO TRANSFER PAYMENT AGREEMENT SKILLS ADVANCE ONTARIO (SAO) - EMPLOYMENT SERVICES FOR THE MANUFACTURING SECTOR IN LONDON-MIDDLESEX

RECOMMENDATION

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the attached proposed By-law (Appendix "A") **BE INTRODUCED** at the Municipal Council meeting of March 24, 2020 to:

1. **AUTHORIZE AND APPROVE** the Ontario Transfer Payment Agreement – Skills Advance Ontario (SAO) - Employment Services for the Manufacturing Sector in London–Middlesex between Her Majesty the Queen in Right of Ontario as represented by the Minister of Labour, Training and Skills Development and The Corporation of the City of London, substantially in the form attached as Schedule 1 to this by-law;
 - a) **AUTHORIZE** the Mayor and City Clerk to execute the Ontario Transfer Payment Agreement – Skills Advance Ontario (SAO) - Employment Services for the Manufacturing Sector in London-Middlesex attached as Schedule “1” to the proposed by-law, for the delivery of Employment Services for the Manufacturing Sector in London-Middlesex; authorized and approved in subsection 1, above.
 - b) **DELEGATE** to the Managing Director, Housing, Social Services and Dearness Home, the authority to approve any further Amendments to the Ontario Transfer Payment Agreement – Skills Advance Ontario (SAO) - Employment Services for the Manufacturing Sector in London-Middlesex if the Amendments are substantially in the form of the Agreement, attached as Schedule “1” to the proposed by-law;
 - c) **AUTHORIZE** the Managing Director, Housing, Social Services and Dearness Home, or written designate to execute any Amendments to the Ontario Transfer Payment Agreement – Skills Advance Ontario (SAO) - Employment Services for the Manufacturing Sector in London-Middlesex as approved by the proposed by-law; and,
 - d) **DELEGATE** to Managing Director, Housing, Social Services and Dearness Home, or written designate, the authority to undertake all the administrative, financial and reporting acts, including signing authority regarding: application forms for funding, budgets, cash flows, other financial reporting including financial claims, and directions, consents and other authorizations as may be required, provided that the monetary amounts do not exceed the maximum amount of the Ministry of Labour, Training and Skills Development’s contribution specified in the Agreement that are necessary in connection with the Ontario Transfer Payment Agreement – Skills Advance Ontario (SAO) - Employment Services for the Manufacturing Sector in London-Middlesex as approved by the proposed by-law.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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Employment Ontario Transformation – Service System Manager Update (CPSC – January 21, 2020)

Employment Ontario Transformation – Service System Manager Competition (CPSC-June 17, 2019)

Purchase of Service Agreements – Ontario Works Employment Assistance Services (CPSC, December 10, 2018)

PURPOSE

The purpose of this report is to recommend approval to enter into a Funding Agreement with the Provincial Government of Ontario under the Skills Advance Ontario pilot project for the period of March 24, 2020 to March 31, 2021.

STRATEGIC PLAN LINKAGES 2019-2023

Strengthening Our Community

- Londoners have access to the supports they need to be successful.
- Londoners have access to the services and supports that promote well-being, health, and safety in their neighbourhoods and across the city.

Growing Our Economy

- London creates a supportive environment where entrepreneurs, businesses, and talent can thrive.

Leading in Public Service

- The City of London is a leader in public service as an employer, a steward of public funds, and an innovator of service.

BACKGROUND

Currently the London Census Metropolitan Area (CMA) has one of the lowest labour market participation rates in Ontario while at the same time job opportunities continue to increase, and local employers in the region experience significant difficulty in filling vacant positions. Upwards of 6,500 vacant positions exist, and this number is expected to rise over the next several years. (This estimate is based on jobs aggregated through the Local Job Hub website with an additional 60% as an estimate of un-posted jobs).

City of London Social Services administers the Ontario Works program on behalf of the Province of Ontario and the Ministry of Children, Community, and Social Services as a Consolidated Municipal Service Manager (CMSM). Ontario Works is an employment assistance and financial support program focused on helping individuals and families gain and maintain sustainable employment through training, education, developing “hard” and “soft” employment skills, linking participants to opportunities, and providing individualized supports as needed. The City of London is responsible for the effective delivery of individualized service and supports that respond to the needs of Ontario Works Participants residing in London and Middlesex County. The Ontario Works caseload in London has fluctuated in recent years, and although recently there have been positive downward trends, the caseload still remains as the highest per capita in the Province.

The Ministry of Labour, Training and Skills Development (MLTSD), through the Skills Advance Ontario (SAO), currently funds sector-focused partnerships that connect employers with the employment and training services required to recruit, retain and advance workers with the right essential, technical and employability skills. Jobseekers are provided with sector-specific employment and training services along with coaching and support to obtain and maintain employment. The Skills Advance Ontario (SAO) program with 100% funding from the Ministry of Labour, Training and Skills Development (MLTSD) would augment the current employment services available to Ontario Works Participants.

The City of London has held encouraging discussions with the MLTSD and external stakeholders resulting in the submission of a proposal where The City of London would coordinate the curriculum development and service delivery in London-Middlesex. At an operational level, external

stakeholders include social services, economic development offices and workforce development partners. The Skill Advance Ontario (SAO) project is not a mandatory program which the City is legislatively required to offer; the Skill Advance Ontario (SAO) is an opportunity to provide intensive supports to individuals who require extra supports in attaining and maintaining employment.

Skills Advance Ontario (SAO) Project Summary

The Skills Advance Ontario (SAO) project in London-Middlesex will focus on the specific sector needs of food manufacturing and will provide job seekers with right essential, technical and employability skills identified by employers as the critical skills to successful employment. The SAO project will recruit individuals not be currently participating in the labour market, namely those in receipt of social assistance, who would benefit greatly from the intensive supports in attaining and retaining employment. The SAO project addresses labour shortages in London-Middlesex by linking employers to a supply of job-ready participants through a unique training and skills development program.

One of the key elements of the proposed program is in-class training sessions which focus on pre-employment, technical and essential skills. The sessions will be based on curriculum that has been co-designed with employers and will include certifications, experiential learning, and interactions with employers, and worksite visits for program participants. The training is followed by an employment placement period which includes several weeks of intensive supports from program staff for participants and employers. The individualized support for the program participants will continue for a 12-month period.

The Skills Advance Ontario (SAO) project helps prepare individuals for the workplace in unique ways through experiential learning and by providing learning opportunities to address work-life challenges before joining the workforce. Examples include: adjusting the workshop times to mimic shift times, preparing healthy lunches and progressively spending more time standing – all beginning to prepare individuals to be successful in a food manufacturing setting.

Significant and intensive supports are provided by dedicated program staff who help participants remain engaged in the program, problem solve around issues and challenges they face as they prepare for work and as they transition into the workplace. At the same time, the program staff will support the employer including HR, supervisors, and workplace mentors with the successful onboarding and employee retention strategies.

Service Delivery

The City of London will provide the necessary backbone support for the employment services and workplace supports provided in London-Middlesex. The Skills Advance Ontario (SAO) Project would qualify as a Targeted Initiative as outlined in the Ontario Works Employment Services Framework 2019 to 2024 and would augment and leverage existing employment services. (December 10, 2018 CPSC Report - Purchase of Service Agreements – Ontario Works Employment Assistance Services).

The framework recognizes the importance of linkages to employers through multiple channels and through a diversity of service providers; community non-profits, education systems and private sector for-profit businesses. The framework builds on community expertise and collaborative efforts through the Employment Sector Council, Local Employment Planning Council (LEPC), London Economic Development Corporation and the London & Middlesex Local Immigration Partnership, in responding to local labour market needs.

The City of London, with assistance, guidance and expertise from an Advisory Committee will develop and issue two Request for Proposals (RFP); there are several organizations in London-Middlesex capable of developing and delivering curriculum as well as a number of employment service providers well positioned to deliver the needed services. The two RFP would be for the following services:

1) Curriculum Development and Delivery of Essential and Technical Training

The Successful Proponent will be responsible for the development of manufacturing sector-specific curriculum as well as the coordination and delivery of the essential and technical training for each cohort. The Successful Proponent will tailor sector specific training to match the needs of participating employers in London-Middlesex.

2) Service Delivery – Client and Employer

The Successful Proponent will be responsible for the delivery and coordination of client services including recruitment, orientation, pre-employment services, facilitation, job placement services and ongoing coaching and supports to clients. The Successful Proponent will also provide direct on-site supports and coaching to the employers and their staff.

The City of London will hire a Program Manager to lead and coordinate the project; working directly with Curriculum Development Partner, the Service Delivery Partner(s), to fully engage the Advisory Committee, and to ensure the timely flow of information including direct communication with the Ministry to share updates, statistics and adhoc reports.

The Social Services departments in the region will play a key role in identifying potential suitable and eligible Ontario Works client, providing referrals and leveraging other supports such as assistance with employment related expenses. The Skills Advance Ontario (SAO) project, when fully operationalized, will graduate an approximately 60 Participants per year. The SAO project will assist in addressing current labour market demands and recruitment challenges experienced by local employers.

Risk Management has reviewed and has noted the Funding Agreement standard terms and conditions that are not subject to change. Therefore the following risk is identified:

The City is required to indemnify and hold the Province of Ontario harmless including its officers, employees, directors, independent contractors, subcontractors, agents, successors and assigns and Her Majesty the Queen in right of Ontario, her ministers, agents, appointees, employees and authorized subcontractors under Schedule A, Section 11.1 on behalf of the Province of Ontario. Such indemnification is potentially limitless, and is set out below:

The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.

While this provision exposes the City to liability, it should not outweigh the benefits of the funding and the City will mitigate the associated risks by using the optimum level of oversight, control and discipline to ensure that any 3rd party delivery agent and Sub-Project Agreement Holder(s) meet the City's objectives. This will be done by using clearly defined expectations of the objectives, functions, eligibility, criteria, and recipient obligations as set out clearly in the RFP as well as in the resulting Purchase of Service agreements with the Successful Proponents.

The terms of the Ontario Transfer Payment Agreement – Skills Advance Ontario (SAO) as presented in Schedule 1 will not change. The agreement specifics outlined in Schedule B – Project Specific Information, Schedule C – Timelines, Schedule D – Budget and G – Performance will be updated and provided to Council on March 24th as the agreement is currently being prepared by the Ministry.

FINANCIAL IMPACT

This Agreement is 100% Funded by the Ministry of Labour, Training and Skills Development and therefore there is no financial impact to the City of London. The Funding Agreement is for the period March 24, 2020 to March 31, 2021.

APPENDIX A

Bill No.
2020

By-law No.

A By-law to approve the Ontario Transfer Payment Agreement – Skills Advance Ontario (SAO) - Employment Services for the Manufacturing Sector in London - Middlesex between Her Majesty the Queen in Right of Ontario as represented by the Minister of Labour, Training and Skills Development and The Corporation of the City of London.

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 Ontario Transfer Payment Agreement – Skills Advance Ontario (SAO) - Employment Services for the Manufacturing Sector in London–Middlesex between Her Majesty the Queen in Right of Ontario as represented by the Minister of Labour, Training and Skills Development and The Corporation of the City of London, substantially in the form attached as Schedule 1 to this by-law, is authorized and approved.
2. The Mayor and City Clerk are authorized to execute the Ontario Transfer Payment Agreement – Skills Advance Ontario (SAO) - Employment Services for the Manufacturing Sector in London-Middlesex approved in subsection 1, above.
3. The Managing Director, Housing, Social Services and Dearness Home is delegated the authority to approve any further Amendments to Ontario Transfer

Payment Agreement – Skills Advance Ontario (SAO) - Employment Services for the Manufacturing Sector in London–Middlesex if the Amendments are substantially in the form of the Agreement approved in subsection 1, above.

4. The Managing Director Housing, Social Services and Dearness Home, or written designate, are authorized to execute any Amendments to the Ontario Transfer Payment Agreement – Skills Advance Ontario (SAO) - Employment Services for the Manufacturing Sector in London–Middlesex approved in subsection 1, above.
5. The Managing Director, Housing, Social Services and Dearness Home, or written designate, is delegated the authority to undertake all the administrative, financial and reporting acts, including signing authority regarding: application forms for funding, budgets, cash flows, other financial reporting including financial claims, and directions, consents and other authorizations as may be required, provided that the monetary amounts do not exceed the maximum amount of the Ministry of Labour, Training and Skills Development's contribution specified in the Agreement that are necessary in connection with the Ontario Transfer Payment Agreement – Skills Advance Ontario (SAO) - Employment Services for the Manufacturing Sector in London-Middlesex approved in subsection 1, above.
6. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council , 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading -
Second reading -
Third reading –

SCHEDULE 1

ONTARIO TRANSFER PAYMENT AGREEMENT SKILLSADVANCE ONTARIO (SAO)

THE AGREEMENT, effective as of the _____ day of _____, 20__ [ENTER the Effective Date of the agreement] (the “**Effective Date**”)

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Labour, Training and Skills
Development**

(the “Province”)

- and -

[ENTER the full legal name of the Recipient]

(the “Recipient”)

BACKGROUND

The Recipient intends to carry out the Project.

The Province wishes to provide Funds to the Recipient for the Project.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Province and the Recipient (the “**Parties**”) agree as follows:

ENTIRE AGREEMENT

This agreement (the “**Agreement**”), including:

- | | |
|----------------|--|
| Schedule “A” - | General Terms and Conditions |
| Schedule “B” - | Project Specific Information and Additional Provisions |
| Schedule “C” - | Project Description and Timelines |
| Schedule “D” - | Budget |
| Schedule “E” - | Payment Plan |
| Schedule “F” - | Reporting |
| Schedule “G” - | Performance Commitments |

Schedule "H" - Audit and Accountability Requirements; and
any amending agreement entered into as provided for below,

constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

COUNTERPARTS

The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

AMENDING THE AGREEMENT

The Agreement may only be amended by a written agreement duly executed by the Parties.

ACKNOWLEDGEMENT

The Recipient:

- a. acknowledges that it has read and understands the provisions contained in the entire Agreement; and
- b. agrees to be bound by the terms and conditions contained in the entire Agreement.

IN WITNESS WHEREOF, the Parties have executed the Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Labour, Training and Skills Development

by:

[ENTER date]

Date

Name: [ENTER the full legal name of the Ministry officer]

Title: [ENTER the title of the authorized signing officer]

Authorized Signing Officer

[ENTER the full legal name of the Recipient]

by:

Date

Name: [ENTER the full legal name of Recipient's officer]

Title: [ENTER the title of the Recipient's 1st signing officer]

by:

Date

Name: [ENTER full legal name of the Recipient's officer]

Title: [ENTER the title of the Recipient's 2nd signing officer]

I/We have authority to bind the Recipient.

SCHEDULE "A"

GENERAL TERMS AND CONDITIONS

1.0 INTERPRETATION AND DEFINITIONS

1.1 Interpretation. For the purposes of interpretation:

- a. words in the singular include the plural and vice-versa;
- b. words in one gender include all genders;
- c. the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- d. any reference to dollars or currency will be in Canadian dollars and currency; and
- e. "include", "includes" and "including" denote that the subsequent list is not exhaustive.

1.2 Definitions. In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions referred to in section 9.1 and as specified in Schedule "B".

"BPSAA" means the *Broader Public Sector Accountability Act, 2010* (Ontario).

"Budget" means the budget attached to the Agreement as Schedule "D".

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Event of Default" has the meaning ascribed to it in section 15.1.

"Expiration Date" means the date on which this Agreement will expire and is the date set out in Schedule "B".

"Funding Year" means:

- a. in the case of the first Funding Year, the period commencing on the Effective

Date and ending on the following March 31; and

- b. in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

“Maximum Funds” means the maximum amount the Province will provide the Recipient under the Agreement as set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “C”.

“PSSDA” means the *Public Sector Salary Disclosure Act, 1996* (Ontario).

“Reports” means the reports described in Schedule “F”.

“Timelines” means the Project schedule set out in Schedule “C”.

2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 **General.** The Recipient represents, warrants and covenants that:

- a. it is, and will continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- b. it has, and will continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project;
- c. it is in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project, the Funds or both; and

- d. unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete for the term of the Agreement.

2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

- a. the full power and authority to enter into the Agreement; and
- b. taken all necessary actions to authorize the execution of the Agreement.

2.3 **Governance.** The Recipient represents, warrants and covenants that it has, and will maintain, in writing for the period during which the Agreement is in effect:

- a. a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- b. procedures to ensure the ongoing effective functioning of the Recipient;
- c. decision-making mechanisms for the Recipient;
- d. procedures to enable the Recipient to manage Funds prudently and effectively;
- e. procedures to enable the Recipient to complete the Project successfully;
- f. procedures to enable the Recipient, in a timely manner, to identify risks to the completion of the Project, and strategies to address the identified risks;
- g. procedures to enable the preparation and delivery of all Reports required pursuant to Article 7.0; and
- h. procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

2.4 **Supporting Documentation.** Upon request, the Recipient will provide the Province with proof of the matters referred to in this Article 2.0.

3.0 **TERM OF THE AGREEMENT**

3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date unless terminated earlier pursuant to Article 13.0, Article 14.0 or Article 15.0.

4.0 FUNDS AND CARRYING OUT THE PROJECT

4.1 Funds Provided. The Province will:

- a. provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- b. provide the Funds to the Recipient in accordance with the Payment Plan attached to the Agreement as Schedule “E”; and
- c. deposit the Funds into an account designated by the Recipient provided that the account:
 - i. resides at a Canadian financial institution; and
 - ii. is in the name of the Recipient.

4.2 Limitation on Payment of Funds. Despite section 4.1:

- a. the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section 12.2;
- b. the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- c. the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information provided by the Recipient pursuant to section 7.1; and
- d. if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - i. reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - ii. terminate the Agreement pursuant to section 14.1.

4.3 Use of Funds and Project. The Recipient will:

- a. carry out the Project in accordance with the terms and conditions of the Agreement;

- b. use the Funds only for the purpose of carrying out the Project;
- c. spend the Funds only in accordance with the Budget; and
- d. not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, including other ministries, agencies and organizations of the Government of Ontario.

- 4.4 **Province's Role Limited to Providing Funds.** For greater clarity, the Province's role under the Agreement is limited to providing Funds to the Recipient for the purposes of the Project and the Province is not responsible for carrying out the Project.
- 4.5 **No Changes.** The Recipient will not make any changes to the Project, the Timelines, or the Budget without the prior written consent of the Province.
- 4.6 **Interest Bearing Account.** If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.
- 4.7 **Interest.** If the Recipient earns any interest on the Funds, the Province may:
- a. deduct an amount equal to the interest from any further instalments of Funds; or
 - b. demand from the Recipient the repayment of an amount equal to the interest.
- 4.8 **Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds.
- 4.9 **Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.
- 4.10 **Funding, Not Procurement.** For greater clarity, the Recipient acknowledges that:
- a. it is receiving funding from the Province for the Project and is not providing goods or services to the Province; and
 - b. the funding the Province is providing under the Agreement is funding for the purposes of the PSSDA.

5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF

ASSETS

- 5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:
- a. do so through a process that promotes the best value for money; and
 - b. comply with the BPSAA, including any procurement directive issued thereunder, to the extent applicable.
- 5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

6.0 CONFLICT OF INTEREST

- 6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- 6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:
- a. the Recipient; or
 - b. any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project, the use of the Funds, or both.
- 6.3 **Disclosure to Province.** The Recipient will:
- a. disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
 - b. comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

7.0 REPORTING, ACCOUNTING AND REVIEW

- 7.1 **Preparation and Submission.** The Recipient will:

- a. submit to the Province at the address referred to in section 19.1, all Reports in accordance with the timelines and content requirements set out in Schedule “F”, or in a form as specified by the Province from time to time;
- b. submit to the Province at the address referred to in section 19.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- c. ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- d. ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

7.2 Record Maintenance. The Recipient will keep and maintain:

- a. all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- b. all non-financial documents and records relating to the Funds or otherwise to the Project.

7.3 Inspection. The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four hours’ Notice to the Recipient and during normal business hours, enter upon the Recipient’s premises to review the progress of the Project and the Recipient’s allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:

- a. inspect and copy the records and documents referred to in section 7.2;
- b. remove any copies made pursuant to section 7.3a. from the Recipient’s premises; and
- c. conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

7.4 Disclosure. To assist in respect of the rights set out in section 7.3, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

- 7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.
- 7.6 **Auditor General.** For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

8.0 COMMUNICATIONS REQUIREMENTS

- 8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province in a form and manner as directed by the Province.
- 8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

9.0 FURTHER CONDITIONS

- 9.1 **Additional Provisions.** The Recipient will comply with any Additional Provisions. In the event of a conflict or inconsistency between any of the requirements of the Additional Provisions and any requirements of this Schedule "A", the Additional Provisions will prevail.

10.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 10.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

11.0 INDEMNITY

- 11.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.

- 11.2 **Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.
- 11.3 **Province's Election.** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of Province under the Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.
- 11.4 **Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- 11.5 **Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations.

12.0 INSURANCE

- 12.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and will maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per occurrence. The policy will include the following:
- a. the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
 - b. a cross-liability clause;
 - c. contractual liability coverage; and
 - d. a 30 day written notice of cancellation.
- 12.2 **Proof of Insurance.** The Recipient will provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 12.1. Upon the request of the

Province, the Recipient will make available to the Province a copy of each insurance policy.

13.0 TERMINATION ON NOTICE

13.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty or costs upon giving at least 30 days' Notice to the Recipient.

13.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section 13.1, the Province may take one or more of the following actions:

- a. cancel all further instalments of Funds;
- b. demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- c. determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - i. permit the Recipient to offset such costs against the amount owing pursuant to section 13.2b.; and
 - ii. subject to section 4.8, provide Funds to the Recipient to cover such costs.

14.0 TERMINATION WHERE NO APPROPRIATION

14.1 Termination Where No Appropriation. If, as provided for in section 4.2d., the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

14.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section 14.1, the Province may take one or more of the following actions:

- a. cancel all further instalments of Funds;
- b. demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and

- c. determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 14.2b.

14.3 **No Additional Funds.** For greater clarity, if the costs determined pursuant to section 14.2c. exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

15.0 **EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT**

15.1 **Events of Default.** Each of the following events will constitute an Event of Default:

- a. in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - i. carry out the Project;
 - ii. use or spend Funds; or
 - iii. provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1b.;
- b. the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- c. the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- d. the Recipient ceases to operate.

15.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- a. initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- b. provide the Recipient with an opportunity to remedy the Event of Default;

- c. suspend the payment of Funds for such period as the Province determines appropriate;
- d. reduce the amount of the Funds;
- e. cancel all further instalments of Funds;
- f. demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- g. demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- h. demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and
- i. terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

15.3 **Opportunity to Remedy.** If, in accordance with section 15.2b., the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- a. the particulars of the Event of Default; and
- b. the Notice Period.

15.4 **Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 15.2b., and:

- a. the Recipient does not remedy the Event of Default within the Notice Period;
- b. it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- c. the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 15.2a., c., d., e., f., g., h. and i.

15.5 **When Termination Effective.** Termination under this Article will take effect as set out in the Notice.

16.0 FUNDS AT THE END OF A FUNDING YEAR

16.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 15.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- a. demand the return of the unspent Funds; and
- b. adjust the amount of any further instalments of Funds accordingly.

17.0 FUNDS UPON EXPIRY

17.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

18.0 REPAYMENT

18.1 **Repayment of Overpayment.** If at any time during the term of the Agreement the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- a. deduct an amount equal to the excess Funds from any further instalments of Funds; or
- b. demand that the Recipient pay an amount equal to the excess Funds to the Province.

18.2 **Debt Due.** If, pursuant to the Agreement:

- a. the Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
- b. the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise.

18.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

18.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address referred to in section 19.1.

18.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

19.0 NOTICE

19.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as set out in Schedule “B”, or as either Party later designates to the other by Notice.

19.2 **Notice Given.** Notice will be deemed to have been given:

- a. in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- b. in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.

19.3 **Postal Disruption.** Despite section 19.2a., in the event of a postal disruption:

- a. Notice by postage-prepaid mail will not be deemed to be received; and
- b. the Party giving Notice will provide Notice by email, personal delivery or by fax.

20.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

20.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

21.0 SEVERABILITY OF PROVISIONS

21.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any

other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

22.0 WAIVER

22.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 19.0. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

23.0 INDEPENDENT PARTIES

23.1 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

24.0 ASSIGNMENT OF AGREEMENT OR FUNDS

24.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement.

24.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

25.0 GOVERNING LAW

25.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

26.0 FURTHER ASSURANCES

26.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the

Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

27.0 JOINT AND SEVERAL LIABILITY

27.1 Joint and Several Liability. Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

28.0 RIGHTS AND REMEDIES CUMULATIVE

28.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

29.0 ACKNOWLEDGEMENT OF OTHER LEGISLATION AND DIRECTIVES

29.1 Recipient Acknowledges. The Recipient:

- a. acknowledges that by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the BPSAA, the PSSDA, and the *Auditor General Act* (Ontario);
- b. acknowledges that Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the BPSAA; and
- c. will comply with any such legislation, including directives issued thereunder, to the extent applicable.

30.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

30.1 Other Agreements. If the Recipient:

- a. has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies;

- b. has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- c. has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- d. such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

31.0 SURVIVAL

- 31.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 and any other applicable definitions, section 4.2d., 4.7, section 5.2, section 7.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), sections 7.2, 7.3, 7.4, 7.5, 7.6, Article 8.0, Article 11.0, section 13.2, sections 14.2 and 14.3, sections 15.1, 15.2d., e., f., g. and h., Article 17.0, Article 18.0, Article 19.0, Article 21.0, section 24.2, Article 25.0, Article 27.0, Article 28.0, Article 29.0, Article 30.0, and Article 31.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE “B”

PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$ [ENTER maximum funds of agreement]
Expiration Date	[ENTER end date of agreement]
Amount for the purposes of section 5.2 of Schedule “A”	\$1,000
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	Name: Ministry of Labour, Training and Skills Development Address: [ENTER Ministry address] Attention: [ENTER Ministry contact name] Fax: [ENTER Ministry fax number] Email: [ENTER Ministry email]
Contact information for the purposes of Notice to the Recipient	Name: [ENTER name of the Recipient organization] Address: [ENTER Recipient’s address] Attention: [ENTER Recipient contact name] Fax: [ENTER Recipient fax number] Email: [ENTER Recipient email]
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) to respond as required to requests from the Province related to the Agreement	Name: [ENTER name of the Recipient organization] Position: [ENTER position] Fax: [ENTER fax number] Email: [ENTER email]

Additional Provisions:

1. Amendments to Definitions

The definition of “Indemnified Parties” in Article 1.2 is deleted and replaced with:

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, employees and authorized subcontractors.

2. Further Definitions

The following definitions also apply to this Agreement

“EOIS-CaMS” means the Employment Ontario Information System-Case Management System.

“Employer” means a person or a firm registered in SAO and actively receiving SAO services; and/or informing the development and delivery of sector-focused employment and training services to ensure that Participants have the right essential, technical, and employability skills to obtain entry-level employment and advance in identified sectors.

“EOPG” means the [Employment Ontario Partners' Gateway](#), a provincially maintained website which provides support to service providers delivering Employment Ontario programs and services as part of the Employment Ontario network.

“FIPPA” means the *Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F. 31*, as amended.

“Incumbent Worker” means a person registered in SAO as a Participant who is already employed, but is either vulnerable in his or her current employment or faces barriers to advancement before receiving SAO services.

“Individuals” means a person who is interested in becoming a Participant.

“Jobseeker” means a person registered in SAO as a Participant and is unemployed before receiving SAO services.

“Participant” means a person registered in SAO and actively receiving SAO services.

“Participant Intake Target” means a Participant who has started receiving SAO services in 2019-2020.

“Participant Placement Target” means a Participant who has started a job placement in 2019-2020.

“Participant Retention Target” means a Participant who has completed their job placement and remains employed with the placement employer.

“SAO” means SkillsAdvance Ontario.

“Sector” means multiple employers or organizations that are in the same or a similar or related industry.

“SPRA” means Service Provider Registration Authority.

3. Additions to Article 2.0

The following provisions are added to Article 2.1:

- e. it has provided, and will continue to provide for the term of the Agreement, training to any person involved in carrying out the Project on the relevant responsibilities of the Recipient set out in the Agreement; and
- f. it has taken, and will continue to take for the term of the Agreement, all reasonable actions to minimize and reduce the costs related to the Project that may be incurred as a result of the expiry or termination of the Agreement including negotiating all contracts related to the Project, such as employment contracts, on terms that will enable the Recipient to cancel them upon terms and conditions that will minimize their cancellation costs in the event of the expiry or termination of the Agreement

4. Additions to Article 7.0

The following provision is added to Article 7.0:

7.7 Records Transfer. At any time after the expiry of the Agreement or the termination of the Agreement pursuant to Article 13.0, Article 14.0 or Article 15.0, the Province may demand the transfer of any records referred to in section 7.2 to another organization identified by the Province in order to facilitate the successful continuation or completion of the Project, or a similar project, including the continuation or completion of services to individuals.

5. Amendment and Addition to Article 8.0

Article 8.2 is deleted and replaced with:

8.2 Publication. The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the

Province, and shall include a statement that “The Government of Ontario and its agencies are in no way bound by the recommendations contained in this document.”

The following provision is added to Article 8.0:

8.3 Visual Identity and Communications. The Recipient will comply with the Visual Identity and Communications Guidelines for Employment Ontario Services, available on the EOPG, and which may be amended from time to time at the sole discretion of the Province.

6. Additions to Article 10.0

The following provisions are added to Article 10.0:

10.2 Idem. The Recipient acknowledges that the Province is bound by FIPPA and undertakes to perform its obligations under the Agreement in a manner that ensures that the Province is not in breach of its obligations under FIPPA.

10.3 Protection of Privacy. The Recipient represents and warrants that it will protect privacy in accordance with applicable privacy legislation or pursuant to its own privacy policy that is consistent with the Canadian Standards Association Code for the Protection of Personal Information and that is publicly available. Without limitation, the Recipient will:

- a. designate an experienced official who will be responsible for ensuring the Recipient's compliance with its privacy policy and the privacy protection provisions of the Agreement;
- b. make the designated privacy officer aware of the privacy policy and the privacy protection provisions of the Agreement;
- c. implement appropriate privacy protection training of employees, contractors and authorized subcontractors who have access to personal information to deliver the Project;
- d. only collect, use and disclose personal information if necessary to deliver the Project to the Recipient's Participants and comply with its obligations under the Agreement;
- e. ensure that the personal information of the Recipient's Participants, including contact information, is accurate and up to date;
- f. at the earliest opportunity, provide notice of collection, if required,

and obtain and retain any consents that may be necessary to deliver the Project and comply with its obligations under the Agreement in compliance with all applicable privacy legislation, and the Recipient's privacy policy;

- g. on behalf of the Province, provide each Participant with the Notice of Collection of Personal Information and obtain his or her Consent to the indirect collection of personal information set out on the forms as mandated by the Province for this Project and retain the signed forms as mandated by the Province for this Project for a period of seven (7) years and make it available to the Province, upon request;
- h. not use personal information that was collected for use in delivering the Project to the Recipient's Participants for any other purpose without the informed and voluntary written consent of the individual;
- i. limit access to personal information to employees, contractors and authorized subcontractors who need the personal information to deliver the Project to the Recipient's Participants and ensure the Recipient's compliance with its obligations under the Agreement;
- j. ensure that only the SPRA and employees authorized by the SPRA have access to the EOIS-CaMS, using their assigned EOIS-CaMS Enrolment Numbers and PIN IDs and that the SPRA and the authorized users abide by the SPRA Terms and Conditions and the representations made by the Recipient on the SPRA EOIS-CaMS Registration form;
- k. before disclosing personal information to employees, contractors and authorized subcontractors, enter into an agreement with them requiring them to be bound by the Recipient's privacy policy and the privacy protection provisions of the Agreement;
- l. ensure the security and integrity of any personal information collected by implementing, using and maintaining the most appropriate products, tools, measures and procedures to prevent the unauthorized or inadvertent collection, use, disclosure, loss, alteration or destruction;
- m. provide Participants with access to their own personal information in accordance with applicable privacy legislation, and the Recipient's privacy policy;

- n. ensure the secure and irreversible destruction of paper records containing personal information when it is no longer needed to deliver the Project or to comply with the obligations under the Agreement;
- o. ensure that electronic records containing personal information that are no longer needed to deliver the Project or to comply with the obligations under the Agreement are not accessible until secure and irreversible destruction of these records is possible;
- p. notify the Province as soon as the Recipient becomes aware of a potential or actual breach of any of the privacy policy and the privacy protection provisions of the Agreement;
- q. cooperate with the Province and its contractors and auditors in any audit of or investigation into a breach of the privacy policy and the privacy protection provisions of the Agreement; and
- r. implement, use and maintain other specific privacy or security measures that in the reasonable opinion of the Province would improve the adequacy and effectiveness of the Recipient's measures to ensure the privacy and security of the records collected, created, used and disclosed in the delivery of the Project and compliance with the obligations under the Agreement.

7. Amendment to Article 12.0

Article 12.1 is deleted and replaced with:

12.1 Recipient's Insurance. The Recipient represents and warrants that it has, and will maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, or if the Recipient is a school board, with the Ontario School Boards' Insurance Exchange, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy will include the following:

- a. the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's

- obligations under, or otherwise in connection with, the Agreement;
- b. a cross-liability clause;
- c. contractual liability coverage; and
- d. a 30 day written notice of cancellation, termination or material change.

8. Addition to Article 15.0

The following provision is added to Article 15.1a.:

- iv. meet the performance commitments described in Schedule “G”.

9. Amendment to Article 31

The following provisions are added to the list in Article 31: Article 10 and Section 8 e. in Schedule C.

10. New Article 32.0

Schedule “A” is amended by adding a new Article 32.0 **INTELLECTUAL PROPERTY**, as follows:

32.1 Ownership of Products. The Recipient will own the products.

32.2 Recipient’s Grant of Licence. The Recipient grants the Province and all Stakeholders a perpetual, irrevocable and royalty-free licence to use the Products in Ontario for any purpose except commercial gain. Without limitation, the Province may update, revise, copy, translate or distribute the Products to its Stakeholders.

32.3 Representation and Warranty. The Recipient represents and warrants that the grant of licences pursuant to section 32.2 will not infringe or induce the infringement of any third party intellectual property rights.

32.4 Acceptance of Terms of Licence. If at any time, the Recipient is granted a licence for other Products pursuant to an agreement with the Province and another organization to carry out a project with the Province, or a successor Government of Ontario program, the Recipient acknowledges and agrees:

- a. that the licence for the other Products is solely applicable for the purpose of the Recipient carrying out the Project or a subsequent project with the Province, or a successor Government of Ontario program; and
- b. the license expires on the day that the Recipient does not hold a

valid agreement with the Province to carry out a project with the Province, or a successor Government of Ontario program; and to immediately cease using, modifying, reproducing or distributing the other products upon the expiry of the licence.

SCHEDULE “C”

PROJECT DESCRIPTION AND TIMELINES

The Project will be delivered for the period [ENTER the Effective Date of the agreement] to [ENTER end date of the agreement].

1. BACKGROUND

SkillsAdvance Ontario (SAO) is a sector-focused workforce development pilot that provides employers in specific sectors with access to job ready, skilled workers that meet their workforce development needs; and provides Individuals with sector-focused employment and training services, including experiential development opportunities to support them to obtain, succeed, and advance in employment.

SAO will support employers to:

- a. Build a supply of skilled Participants who can meet their workforce development needs by providing training services to improve their workforce performance;
- b. Reduce turnover and associated recruitment and training costs;
- c. Demonstrate commitment to workforce development, including advancement of Incumbent Workers; and
- d. Form effective and dependable workforce development partnerships with delivery partners.

SAO will provide Participants with:

- a. Training related to an occupation that offers positive labour market prospects;
- b. Essential, technical, and employability skills training, and on-the-job experience;
- c. Industry-recognized certificate or credential upon completion of training;
- d. New jobs in field of training;
- e. The ability to sustain or advance from their current employment; and
- f. Sustainable employment (i.e. sufficient hours to sustain household income; greater security through improved employment status and reduced chance of getting laid-off).

SAO sectors are identified by delivery partners and advisory committee (refer to Section 3 in this schedule for roles and responsibilities of delivery partners and advisory committee) in Ontario as having vacancies and advancement opportunities for partnership to develop sector-focused training curriculum and employment services to meet workforce development needs.

2. OBJECTIVES

SAO is intended to support:

- a. Sector-focused work-force development in all aspects of delivery, including skills training and pre-employment, employment, and post-employment services;
- b. Employers with hiring, onboarding and retaining employees and responding to employer skills requirements in the local economy; and
- c. Participants with succeeding and advancing in employment.

3. ROLES AND RESPONSIBILITIES

The Province will:

- a. Administer the Project by receiving and monitoring progress and performance against Agreement activities and outcomes;
- b. Collect and review products, outcomes, and data to evaluate the Project;
- c. Assess the Recipient's capacity to manage complex relationships, its knowledge of and credibility in the sector and regional community, as well as its project management capabilities;
- d. Conduct Recipient site visits; and
- e. Participate in advisory committee, as appropriate.

The Recipient will:

- a. Deliver SAO activities by undertaking all of the Project components and subcomponents;
- b. Lead delivery partners (such as service providers, training providers, SAO employers and community partners) and advisory committee to carry out Project components and subcomponents;
- c. Establish an advisory committee (if an advisory committee has not been established);
- d. Ensure advisory committee consists of representatives from employers, employment training providers, industry associations, labour and economic development organizations, and sector business development organizations;
- e. Ensure delivery partners and advisory committee:
 - i. Advise on sector requirements, including identifying job vacancies to be filled;
 - ii. Develop relevant sector-focused employment services and skills training curriculum;
 - iii. Maintain the ongoing relevance of the workforce development activities; and
 - iv. Deliver sector-focused employment services and skills training;
- f. Enter into and maintain contractual arrangements with delivery partners to deliver SAO;

- g. Develop and manage clear and transparent business arrangements and practices with delivery partners, including developing:
 - i. Clear performance expectations for delivery partners;
 - ii. Consistent and transparent methods for distributing operating Funds and financial supports to delivery partners;
 - iii. Practices for the sharing of Participant data between delivery partners and the Recipient. Participant data sharing practices must comply with applicable privacy legislation;
 - iv. Policies regarding service delivery and coordination, such as intake and assessment processes and procedures, referral processes;
 - v. Processes to collect and report data from all delivery partners in order to accurately complete reporting requirements as required;
 - vi. Written policies on the reimbursement payment process to all delivery partners;
- h. Participate actively in the reporting, monitoring and evaluation of the Project;
- i. Ensure that objectives, milestones and outcomes are being met;
- j. Keep a record of progress and accomplishments to-date and maintain accurate financial records;
- k. Ensure that funding is being used for its intended purpose and that objectives stated in the Agreement are being met;
- l. Provide prompt and accurate reimbursement to employers, according to the terms and conditions of the training or placement agreement; and
- m. Input and actively manage information in EOIS-CaMS as required under the Agreement.

4. EMPLOYER ELIGIBILITY AND SUITABILITY

The Recipient will ensure that employers meet the eligibility and suitability requirements set out below:

a. Eligibility:

The Recipient will ensure that employers:

- i. Have identified job vacancies or advancement opportunities in Ontario consistent with the workforce development needs to be addressed by the partnership;
- ii. Are registered and licensed to operate in Ontario;
- iii. Comply with all applicable legislation, including federal and provincial human rights legislation, regulations, and any other relevant standards, as well as the *Occupational Health and Safety Act, R.S.O. 1990*, *Employment Standards Act, 2000, S.O. 2000*, and *Freedom of Information and Protection of Privacy Act, R.S.O., 1990*;
- iv. Maintain appropriate Workplace Safety and Insurance Board or private workplace safety insurance coverage, as well as adequate

- third party general liability insurance as advised by its insurance broker;
- v. Provide job placements in Ontario;
 - vi. Place the Participant on their payroll and provide the same employment terms, conditions, and benefits as for their regular employees during job placements;
 - vii. Disclose any other government sources of funding associated with employing the Participants;
 - viii. Do not hire Participants to displace existing staff or replace staff who are on lay-off;
 - ix. Do not receive government funds from any other source for the same training and job placement services provided to the Participant; and
 - x. Are not EO employment and training services providers.

b. Suitability:

The Recipient will ensure that employers:

- i. Demonstrate identified vacancies or advancement opportunities that have the potential to be permanent with long-term sustainability;
- ii. Offer support for training completion through:
 - 1. Flexible work arrangements and experiential development opportunities, such as job shadows or job placements;
 - 2. Providing adequate supervision and on-the-job training;
 - 3. Collaboration with delivery partners and advisory committee during the term of the Agreement in identifying specific essential, technical, and employability skills requirements associated with vacancies and advancement opportunities; and
 - 4. Providing advice on changes required to sector-focused employment services, training curriculum or occupational training.

5. PARTICIPANT ELIGIBILITY AND SUITABILITY

a. Eligibility

The Recipient will ensure that Participants meet the eligibility requirements set out below:

- i. Individuals who are unemployed, precariously employed, or employed with low household income (for the purpose of this Project, Individuals who are working less than an average of 20 hours per week are considered to be unemployed and low household income is based on Low Income Cut-Off);
- ii. Individuals who are on a SAO employer's payroll but are facing barriers to job retention or advancement as identified by the delivery partners and advisory committee;

- iii. Individuals who are not participating in full-time training, education, or any other government training intervention that offers funding support for similar training or training-related costs (Note: Participants may access SAO financial supports in combination with supports from other government programs, provided they do not overlap or duplicate one another);
- iv. Residents of Ontario and legally entitled to work in Canada (i.e. citizens, permanent residents, or protected persons) and consistent with direction on other EO programs, Individuals who are not permanent residents or citizens (for example, 900-series Social Insurance Number holders) are not eligible, unless they meet the exceptions indicated in the [Province's advisory on eligibility](#).
- v. 18 years of age or older; and
- vi. Individuals who are not employed in senior management or executive positions, or have controlling interest in the business.

b. Suitability

The Recipient will ensure that suitable Participants demonstrate the following factors:

- i. Having interest in pursuing a career in the identified sector; or for Individuals who are Incumbent Workers, having interest in advancement and demonstrate potential for success in SAO;
- ii. Poor employment history, for example, long-term unemployment, insufficient working hours (under-employment), or interruptions in work history;
- iii. Low household income, employment in a low-wage job, or dependence on non-employment income sources, such as social assistance or employment insurance benefits;
- iv. The ability to meet additional sector, workplace-specific requirements or occupational requirements as advised by the delivery partners and advisory committee, such as manual dexterity or strength; and
- v. The ability to meet additional partnership or community-specific criteria, for example, to support the employment and advancement of equity-seeking groups, as applicable.

6. PROJECT COMPONENTS

There are two Project components under SAO. The following outlines the two SAO project components and their subcomponents:

a. Partnership Development

- i. Partnership Building and Employer Needs Determination;
- ii. Partnership Sustainment (Management)

b. Employer and Worker Services:

- i. Sector-Focused Recruitment (Including Orientation and Service Planning)
- ii. Sector-Focused Pre-Employment Services (“Soft Skills Training”)
- iii. Sector-Focused Essential and Technical Skills Training (“Hard Skills Training”)
- iv. Sector-Focused Employment Services (Including Job Matching and Development)
- v. Sector-Focused Retention and Advancement Services and Ongoing Case Management

The Recipient will ensure that all of the activities under the following Project component(s) and its/their subcomponents are delivered:

[
Insert variable:

a. Partnership Development and b. Employer and Worker Services

or

a. Partnership Development

or

b. Employer and Worker Services

]

The Recipient may work with delivery partners to undertake any Project activities under the Project component(s) and subcomponents as required, or the Recipient may deliver all of the component(s) and subcomponents directly.

7. Partnership Development

a. Partnership Building and Employer Needs Determination

Under this project subcomponent, the Recipient will:

- i. Conduct outreach activities with SAO employers to:
 - 1. Build trust across sector or industry employers and understanding of their alignment of interest; and
 - 2. Raise awareness of potential benefits of SAO and how it aligns with employers’ business interests;
- ii. Establish open and inclusive planning of workforce development priorities with sector and industry employers and associations, including the development of key success indicators by

1. Complementing planning with effective governance, communication structures and approaches between SAO employers, advisory committee and delivery partners;
- iii. Develop and validate occupational and skills needs amongst SAO employers, which includes:
 1. Mapping and inventorying in-demand occupations, required competencies and credentials and technical and essential skills requirements; and
 2. Identifying specific and projected vacancies or advancement opportunities across SAO employers;
- iv. Identify knowledge, experience and other resources, such as cash or in-kind contributions by SAO employers that can be leveraged to achieve shared goals and outcomes;
- v. Where applicable, enter into contractual arrangements with delivery partners and SAO employers for the development and delivery of employment and training services;
- vi. Develop employment and training service curriculum and delivery approaches that reflect knowledge of the sector's workforce development requirements through:
 1. Refocusing employment services to meet employability skills requirements (for example, sector-focused soft skills needs);
 2. Developing new training curriculum or revising existing curriculum to meet essential and technical skills needs; and
 3. Endorsing sector-focused employment and training services and curriculum by SAO employers and advisory committee;
- vii. Customize employment and training curriculum and delivery approaches to meet the needs of SAO employers by working with them to more fully articulate their training needs for the purposes of customization with the delivery partners and to ensure developed training and delivery approaches continue to meet SAO employers' needs on an ongoing basis; and
- viii. Conduct outreach with other community service providers to build awareness of SAO and to identify potential opportunities to develop connections that link Individuals to employment and training opportunities under SAO.

b. Partnership Sustainment (Management)

Under this project subcomponent, the Recipient will:

- i. Strengthen interpersonal and professional connections amongst SAO employers, advisory committee and delivery partners to encourage continued collaboration, coordination amongst stakeholders and to ensure Participants' needs are met;
- ii. Engage with delivery partners and advisory committee to modify and validate occupational needs and to update the competencies, credentials and skills required for occupations in the identified sectors;

- iii. Modify and refine employment service and skills training curriculum and delivery based on the changing needs of SAO employers; and
- iv. Build up sector and industry capability for partnering, which includes devising strategies, processes and systems for SAO employers to collaborate and partner.

8. Employer and Worker Services Component

Under this project component, the Recipient will ensure all of the services under all of the project subcomponents are made available to Participants and employers, but the Recipient is not required to deliver the subcomponents in the sequence listed below. Services may overlap with each other, based on needs and circumstance. The degree of support and intensity of each service will vary by Participant and not all Participants will need all subcomponents, or all of the activities within a subcomponent.

a. Sector-Focused Recruitment (Including Orientation and Service Planning):

The objective of this subcomponent is to identify Individuals with employers to receive training and services, to fill identified vacancies, and to lead them to retention in current employment or advancement opportunities.

The Recipient will:

- i. Recruit potential eligible and suitable Individuals for participation and provide orientation to the Individuals;
- ii. Create a case management profile;
- iii. Work together with delivery partners and SAO employers to screen Individuals based on:
 - 1. Suitability criteria developed for the SAO Project, such as specific physical requirements of the occupation;
 - 2. Identified workforce development needs such as aptitude for success in essential, technical, and employability skills training; and
 - 3. Potential fit with workplace culture as determined by the advisory committee; and
- iv. Screen Individuals for participation based on suitability (in particular, for Jobseekers, the Individual would not find employment in the identified sectors without SAO services).

Orientation Activities

The Recipient will:

- i. Conduct interview(s) to assess Individuals' motivation and attitude, employability and, where applicable, current job situation (for example, gauge interest in career advancement);

- ii. Ensure Individuals are made aware of SAO and sector-specific requirements at the employer's job site, if possible, such as:
 - 1. The requirement to participate in service components based on their needs, including information on time commitments and sector's employment requirements; and
 - 2. Requirements and conditions of advancement opportunities in the sector, if already employed.
- iii. Assess essential skills and job readiness, based on SAO employer input and training requirements, and support evaluation of learning outcomes (pre- and post-training and intervention);
- iv. Notify Individuals that personal information will be used to contact them for the purpose of monitoring and follow-up; and
- v. Advise Individuals well in advance of additional invasive screening activities used for employment in certain sectors.

Case Management and Access to SAO

The Recipient will:

- i. **For the Individual who is eligible:**
Ensure a case management profile, is created and completed in EOIS-CaMS for the Individual who wishes to proceed with the determination of suitability.
- ii. **For the Individual who is eligible but not suitable for SAO:**
Ensure that the Individual is referred to or provided with information on employment and training programs and services.
- iii. **For the Individual who is eligible and suitable and wishes to proceed with SAO:**
Ensure a service plan is created for Participants indicating registration in SAO.

Service Planning

The Recipient will ensure that:

- 1. The service plan is developed jointly with the Participant and identifies goals as they relate to SAO participation, all Project components and subcomponents the Participant will take part in, any participation supports or referral services the Participant may require to achieve his or her goals, and is updated regularly, as the Participant moves through different Project components and subcomponents to achieve employment and career or advancement goals;

2. If the Participant is a social assistance recipient, consent to contact the social assistance case manager or administrator will be obtained in order to support service coordination as required;
3. If the Participant is a social assistance recipient, but does not provide consent to contact the social assistance case manager or administrator, advise the Participant that access to participant financial supports and job placement stipend under SAO will not be made available;
4. The Participant's case is managed throughout the Participant's involvement in employment and training services; and
5. Post-employment follow-up is conducted.

iv. Employability, Essential Skills and Job Readiness Assessment

Ensure that the Participant's employability, essential skills and job readiness are assessed using an assessment tool recommended by the advisory committee.

The Recipient will ensure that:

1. The assessment tool determines Participant's strengths and areas for improvement;
2. The assessment tool measures Participants' progress and their skill level pre- and post- training;
3. The same assessment tool is used for both the pre- and post-training assessments; and
4. The Participants' pre- and post- assessment results of their employability and essential skills training are reported to the Province.

b. Sector-Focused Pre-Employment Services (“Soft Skills Training”):

The objective of this subcomponent is to deliver sector-focused pre-employment services and prepare workers for employment or advancement opportunities in the identified sectors.

The Recipient will ensure that Participants are provided with the following skills using curriculum developed or updated based on sector employers' needs as identified by the advisory committee:

- i. Sector-focused employability skills to obtain, retain and succeed in employment, such as:
 1. Career readiness or soft skills;
 2. Job attainment skills, including preparing a résumé and cover letter, completing a job application, and succeeding in a job interview;
 3. Sector-focused job attainment skills that are identified by advisory committee;

4. Transferable employability skills required to support their long-term resilience in the labour market; and
 5. Personal attitudinal and behavioural management skills for the workplace, such as teamwork and time management;
- ii. Sector-focused career planning and management skills to retain and advance in employment that can be obtained through activities such as:
1. Individualized career counselling;
 2. Ongoing career planning;
 3. Personal attitudinal and behavioural management skills coaching such as positive attitude and responsible behaviours; and
 4. Sessions on worker rights, including employee duties and employer obligations under the *Employment Standards Act, 2000*, and the *Occupational Health and Safety Act, 1990*.

Curriculum Development Agreement(s) and Training Delivery Agreement(s)

Where the Recipient will develop or update a training curriculum, or deliver training by itself, the Recipient will keep the following documentation:

- i. **Curriculum Development or Revision**
 1. Name and description of the curriculum;
 2. Date curriculum will be delivered to the Recipient;
 3. Credential to be obtained (for example, a certificate);
 4. Proof of SAO employer endorsement; and
 5. Reports on Project and Participant progress

- ii. **Training Delivery**
 1. Name and description of the training;
 2. Duration of training;
 3. Credential to be obtained (for example, a certificate);
 4. Number of Participants to be trained;
 5. Reports on Project and Participant progress; and
 6. Proof of training delivery in Ontario.

Where the Recipient will work with delivery partners to develop or update the curriculum or deliver training, the Recipient will enter into curriculum or training delivery agreement(s) as outlined below, and provide payments as appropriate.

Curriculum Development Agreement(s):

If an existing curriculum requires revisions or if a new curriculum is to be developed, at a minimum, the curriculum development agreement(s) will include:

- i. Name and contact information of the curriculum developer;
- ii. Name and description of the curriculum;
- iii. Date curriculum will be delivered to the Recipient;

- iv. Credential to be obtained (for example, a certificate);
- v. Proof of SAO employer endorsement; and
- vi. A requirement for the curriculum developer to supply the Recipient with any reports on Project and Participant progress required by the Recipient to meet its reporting, monitoring and evaluation requirements in the Agreement.

Training Delivery Agreement(s):

At a minimum training delivery agreement(s) will include:

- i. Name and contact information of the training provider;
- ii. Name and description of the training;
- iii. Duration;
- iv. Credential to be obtained (for example, a certificate);
- v. Number of Participants to be trained;
- vi. Cost per Participant;
- vii. Training provider refund policies;
- viii. Requirement that the training provider give the Recipient any reports on Project and Participant progress required for the Recipient to meet its reporting requirements to the Province; and
- ix. Proof of training delivery in Ontario.

c. Sector-Focused Essential and Technical Skills Training (“Hard Skills Training):

The objective of this subcomponent is to provide Participants with sector-focused essential and technical skills training based on the needs of employers in the identified sectors (i.e. the skills required to obtain and succeed in the jobs for which vacancies, retention or advancement opportunities are identified by SAO employers and the advisory committee).

The Recipient will ensure Participants are provided with:

- i. Training that integrates essential and technical skills, as required to enter the jobs for which vacancies, retention or advancement opportunities are identified;
- ii. Any required workplace safety training (including certification) required;
- iii. Training opportunities that are short in duration (no longer than six months to accelerate entry to employment and generation of income); and
- iv. Training that will lead to an industry-recognized credential or certificate of completion endorsed by the delivery partners and advisory committee to support resilience in employment.

d. Sector-Focused Employment Services (Including Job Matching and Development):

The objective of this subcomponent is to provide Participants and employers with employment services including job search assistance, job matching and development, job shadowing, job placement, job coaching, screening support, onboarding and workforce retention support.

Participants

Under this subcomponent, the Recipient will ensure Participants are provided with:

- i. Job search assistance services, job coaching and support during the job search process;
- ii. Job matching and development services that identify Participants' skills and occupational interests and potential employment opportunities;
- iii. Job shadowing opportunities that will provide Participants with an understanding of how skills are applied in the workplace by observing existing employees at the workplace perform their jobs. This subcomponent will:
 1. Help Participants validate their work interests and skills and identify required workplace accommodation and training needs; and
 2. Be of a short-duration, as determined by the Participants and the SAO employer.
- iv. Job placement opportunities that will support Participants in bridging into sustainable employment through:
 1. Paid shorter-term experiential learning opportunities for Participants to practice and demonstrate skills learned in a workplace, replicating the work tasks associated with the job, as well as the opportunity to gauge whether the job is a good fit with their employment interests and goals;
 2. Offering SAO employers opportunities to gauge and evaluate Participants' skills, readiness for employment, and fit with the sector in advance of hiring; and
 3. Mentorship activities (for example, working with employers to identify and support mentors in the workplace, offering mentorship workshops and other activities as determined by the advisory committee).

Job placements are used in instances where there is potential to lead to permanent employment in an identified vacancy or advancement opportunity. Where job placements are used, the Recipient will work with the Participant and the SAO employer on establishing a placement agreement that details a plan and necessary supports required to achieve employment goals. Consistent with other Employment Ontario programs, exceptions may apply for Participants with disabilities.

The Recipient will ensure wages paid to the Participants during job placements meet all requirements under the *Employment Standards Act, 2000*.

Participants may participate in more than one job placement, depending on the vacancies identified by the delivery partners and advisory committee.

The Recipient will conduct at least one site visit prior to any job placements with each SAO employer to confirm the suitability and safety of the workplace.

Should a Participant accept an offer of employment prior to this subcomponent, the Participant is not required to participate in a job placement.

- v. Job coaching that prepares Participants for job placements and employment before the placement; and after the placement is completed, coaching in the form of regular monitoring of progress and ongoing support.

The Recipient will ensure that employment goals stated in the placement agreements are met by both the Participant and the SAO employer and offer the following services as required:

- i. Guidance and direction on the employer's expectations and workplace standards;
- ii. One-on-one, on-site training and support, including orientation to workplace health and safety as required;
- iii. Identifying, preventing and resolving issues as they arise during employment;
- iv. Working with the Participant and the employer to identify and make use of internal and external training as well as career development opportunities that align with the Participant's employment and career goals; and
- v. Building the Participant's work capacity and support on-the-job activities through monitoring activities such as site visits.

Screening Activities

Once the Participant has been matched with job shadowing or job placement opportunities, the Recipient will coordinate the following screening activities in accordance with article 10 in Schedules A and B where the employer advises it is necessary and the Participant has provided consent to same:

- i. Testing for manual dexterity or strength;
- ii. Drug screening; and
- iii. Criminal background checks:
 - 1. The employer reviews the criminal background/police records check to determine if it raises any relevant concerns about employment in the sector. If the record may present a barrier in the hiring process, but arguably does not raise any relevant concerns, the Recipient may advocate on behalf of the Participant (for example, demonstrating how they meet employers' identified needs);

2. If the record raises relevant concerns about employment in the sector, the Participant may not move forward with that particular job shadow, job trial, or job placement;
3. If the barrier is only with a particular employer, the Participant could potentially be matched to another employer in the sector;
4. If the barrier would apply across the identified employment sector, additional service planning by the Recipient and the Participant will be required to identify more appropriate employment goals.

Employers

Under this subcomponent, the Recipient will ensure employers are provided with sector-focused job matching and development services and other required employment services to support workforce development needs including:

- i. Screening services that support SAO employers in determining their workforce needs, screening and identifying Participants who are suitable matches based on their relevant skills, education and interests for any identified vacancies or advancement opportunities;
- ii. Coaching services where the Recipient acts as a liaison between the Participant and the employer, working with both sides to identify and resolve issues, as well as provides employers with assistance in evaluating and monitoring the Participant's job performance and progress; and
- iii. Onboarding and workforce retention support, such as recruitment support, onboarding new hires, and developing retention strategies that will help employers keep talented workers within their businesses.

e. Sector-Focused Retention and Advancement Services:

The objective of this subcomponent is to provide post-employment services to both Participants and employers for one year following the start of employment.

The Recipient will ensure that Participants are provided with sector-focused post-employment services that support Participants in retaining skills, succeeding, and advancing in employment in the identified sector. Post-employment services include ongoing individual case management, mitigation of risks to post-placement success and referrals to wraparound supports as required.

The Recipient will:

- i. Develop a follow-up plan with Participants upon conclusion of their placements, and identify a minimum number and frequency of communication to mitigate any potential risks to employment success;
- ii. Provide sector-focused career planning and management assistance, such as individualized career counselling and ongoing career planning; and
- iii. Sector-focused re-employment assistance, for example,

1. If a Participant is unable to retain employment with the employer, work with the Participant to identify more appropriate employment opportunities and address any barriers to retention; and
2. If a Participant is no longer interested in remaining in the sector, provide assistance to identify more appropriate employment opportunities outside of the sector, or refer the Participant to other EO Services.

8. FINANCIAL SUPPORTS

a. Employers

- i. The Recipient will ensure that financial supports:
 1. Offset additional supervisory or training costs for mentors to provide supervision to Participants, such that employers will not need to make additional investments to train Participants hired through SAO;
 2. Help employers to ensure that conditions are in place to support placement success (for example, adequate integration and supervision or mentorship available to Participants);
 3. Are available to employers to support paid release time for Participants to maintain ongoing contact with the Recipient to identify and mitigate risks to their placement success;
 4. Do not subsidize the placement Participant's wages; and
 5. Are not available to public sector and broader public sector employers.
- ii. The maximum employer support amount per job placement is up to \$1,000 (details of employer supports are set out in Schedule "H" of the Agreement).
- iii. Are reflective of the duration and intensity of support based on need and in accordance with Schedule "H".

b. Participants

- i. The Recipient will ensure that financial supports:
 1. Are available to Participants to return for employment services, for example, on a weekly or bi-weekly basis during job placements (details are set out in Schedule "H" of the Agreement);
 2. Are available to Participants to address temporary financial barriers to participation in SAO (details are set out in Schedule "H" of the Agreement);
 3. Are consistent with other EO programs, where exceptions may apply for Participants with disabilities as set out in Schedule "H" of the Agreement;
 4. In the form of job placement stipends (equivalent to the prevailing minimum wage for a maximum of 35 hours per week

up to two weeks in duration) are available to Participants to support their first two weeks of a job placement, or employment, bridging the gap between their employment and their first pay cheque;

5. For each job placement is appropriate for each Participant, and reflective of the duration of support;
 6. Do not exceed a maximum of \$3,000 for both Participant Financial Supports and the Job Placement Stipend; and
 7. Are not provided to Participants who receive similar supports through other programs, for example under Ontario Works or Ontario Disability Support Program.
- ii. The Recipient will obtain Participant consent to contact and work with the social assistance case manager to ensure that Participants accessing social assistance programs:
1. Will receive the maximum amount of support appropriate (for example, if the Participant is eligible to receive greater support through work-related benefits than through the Project); and
 2. Will not receive supports concurrently from other social assistance programs to address the same barrier.

Note: Incumbent Workers are not eligible for the job placement stipend.

16. EOIS-CaMS

The Recipient will ensure that EOIS-CaMS is used to support the delivery of SAO, case management of Participants, and reporting of Participant and employer information to the Province.

The Recipient will:

- a. Comply with the Terms and Conditions of the SPRA EOIS-CaMS Registration and any directions and policies provided by the Province relating to the use of EOIS-CaMS;
- b. Use EOIS-CaMS in accordance with the EOIS Case Management System User Management, and EOIS-CaMS Service Provider User guides posted on the EOPG;
- c. Be responsible for all staff who are authorized to use EOIS-CaMS and ensure that only authorized staff have access to EOIS-CaMS and the Reporting Website;
- d. Use EOIS-CaMS to manage Participant cases and report Participant and employer data/information in a timely manner;
- e. Designate at least two staff in their organization who will be assigned the role of service provider registration authority (SPRA);
- f. Ensure that the SPRA is responsible for setting-up and maintaining

access for authorized staff.

17. CUSTOMER SATISFACTION

The Recipient will:

- a. Provide 100% of Participants and employers accessing SAO services with a customer satisfaction survey to complete at exit; and
- b. Conduct the survey using questions provided by the Province.

18. MONITORING AND EVALUATION

a. Monitoring

Monitoring, under the Agreement, will be a collaborative effort between the Province and the Recipient. Its aim is to support continuous improvement. Some of the activities that can be expected during the life cycle of an Agreement include:

- i. Activity and financial reporting;
- ii. On-site compliance and evaluation visits;
- iii. Discussions via telephone; and
- iv. Correspondence by mail or e-mail.

b. Evaluation

If requested by the Province, the Recipient will assist the Province in its evaluation and performance management of the Project by:

- i. Contacting Participants and employers on behalf of the Province;
- ii. Contacting other stakeholders on behalf of the Province; and
- iii. Participating in evaluation activities conducted by or on behalf of the Province including surveys, interviews and discussion groups.

19. CUSTOMER SERVICE

Without limiting the generality of section 2.3 of the Agreement, the Recipient shall have comprehensive program management systems that include policies and procedures to ensure the delivery of quality customer services as well as adequate and appropriate human resource, management and administrative support.

The Recipient shall:

- a. Have:
 - i. a customer service charter that is posted and visible to customers;
 - ii. delivery site(s) and facilities and days/hours of operation that are posted and visible to customers;
 - iii. a customer complaint and resolution process in place.

- b. Have, at a minimum, the following three elements in their customer service charter:
 - i. believe in quality service;
 - ii. encourage feedback (compliments or complaints);
 - iii. will follow up on this feedback in a prescribed manner and timeframe.
- c. Ensure that delivery site(s) and facilities reflect customer need, including:
 - i. accessible facilities or service provision at an accessible site;
 - ii. itinerant and/or mobile services where local need is identified;
 - iii. days or hours of operation that reflect customer need.
- d. Obtain the prior written consent of the Province to adjust their delivery site(s), facilities, or days and hours of operation.
- e. Ensure that extended evening and weekend hours of service are offered where there is identified need.
- f. Not be required to offer these services on statutory holidays.

20. DOCUMENTATION REQUIREMENTS

a. Employers:

The Recipient will ensure that its records relating to an employer contain:

- i. Proof of employer's eligibility;
- ii. Documentation of at least one site visit per employer, prior to any placements, to confirm that the employer can provide a suitable and safe workplace environment;
- iii. Employer declaration of WSIB or alternative workplace safety insurance coverage and third party liability insurance;
- iv. A completed SkillsAdvance Ontario Employer Registration form;
- v. Employer profile information, including size, sector and the Participant's occupational profile;
- vi. Information that describes the capacity of the employer and the workplace to provide relevant training;
- vii. A completed, signed copy of the SkillsAdvance Ontario Training Placement agreement;
- viii. An assessment of the employer's ability to fulfill placement commitments and to provide employment to the Participant after the training is completed which may include:
 - 1. Evidence of employer's request for placement supports;
 - 2. Information on placement duration(s); and
 - 3. Evidence of Recipient approval and payment of supports based on the job placement.

b. Participants:

The Recipient will ensure that records for Participants include:

- i. A completed, signed and dated SkillsAdvance Ontario Participant Registration form which contains the Province's notice of collection

- and the consent to the Province's indirect collection of personal information;
- ii. A statement on file that
 - 1. The Participant's photo identification has been reviewed; or
 - 2. Two pieces of government-issued identification have been reviewed (for example, social insurance number card, birth certificate), if the Participant does not have photo identification available; and
 - 3. Proof of eligibility to work in Ontario has been reviewed (for example, permanent resident card, social insurance card);
 - iii. Assessments, service referrals and evidence of progress;
 - iv. A clear and achievable service plan for employment and or training;
 - v. Rationale to support SAO participation, including suitability and employability information;
 - vi. Clear explanations of how service is expected to improve employability;
 - vii. Details of financial supports, such as:
 - 1. Reason for the supports;
 - 2. Amount of supports;
 - 3. Confirmation of income level; and
 - 4. Authorized signature for supports.

21. FACILITIES AND FACILITIES LEASES

a. Facilities

The Recipient will:

- i. Have the ability to deliver the Project in a facility that is readily accessible to all persons, including persons with disabilities; and
- ii. Where services are not fully accessible to persons with a physical disability, have a plan to accommodate these persons by serving them in an accessible location and/or through partnership with another organization.

b. Facility Leases

If relocation or revision of facility arrangements is required, the Recipient will obtain prior written approval from the Province to use the Funds for this purpose prior to entering into agreements or making financial commitments.

22. FRENCH LANGUAGE SERVICES

The Recipient will ensure that the Project is carried out in French, as directed by the Province, including providing the following in French:

- a. Outreach
 - i. Marketing materials (brochures);
 - ii. Outreach strategies developed and conducted;
- b. Verbal Communications
 - i. Telephone;
 - ii. In person, such as interviews, visits, meetings, workshops and information sessions and consultations;
- c. Written Communications
 - i. Correspondence such as letters and faxes;
 - ii. Email, interactive databases and Internet;
- d. Signage and Public Notices
 - i. Interior and Exterior;
- e. Forms and Documents
 - i. Stationery;
 - ii. All forms used for identification, certification or application such as licenses, and certificates; and
 - iii. Any document intended for public use.

If the Recipient is not directed by the Province to carry out the Project in French, the Recipient will ensure that individuals requiring French language services are referred to a designated service provider.

23. FORMS

The Recipient will use forms identified by the Province including the following:

- a. SkillsAdvance Ontario Participant Registration form;
- b. SkillsAdvance Ontario Employer Registration form; and
- c. SkillsAdvance Ontario Training Placement Agreement.

These forms are mandatory and cannot be altered by the Recipient. These forms are available on the EOPG.

The Recipient will develop a separate document if it requires additional information or consents from the Participant.

24. INSURANCE

The Recipient will ensure that:

- a. Employers have sufficient insurance coverage purchased to meet the requirements. Details of the requirements are set out in the Employment Service Guidelines posted on the EOPG under sections 5.11 and 5.12.
- b. Employers comply with the insurance requirements and claims procedures and processes; and
- c. Participants and employers are aware of their workplace safety responsibilities.

25. TRANSFER PAYMENT COMMON REGISTRATION SYSTEM

The Transfer Payment Common Registration (TPCR) system is a mandatory central repository for organizations to register, view, and update their information in order to receive transfer payment funding from the Province. In order to establish a profile in the TPCR, the Recipient will follow the instructions posted on the TPCR system website to:

- a. identify an individual to function in the Administrator role;
- b. identify any additional individuals (Associate Users) who should have access to the organization's profile;
- c. verify the pre-populated information within the TPCR system;
- d. make any additions or edits required; and
- e. keep information up-to-date.

SCHEDULE "D"

BUDGET

Sector [ENTER Sector Name]

2019-2020

FUNDING CATEGORIES	AMOUNT
Operating Funds	\$
Financial Supports for Employers and Participants	\$
MAXIMUM SITE BUDGET	\$

SCHEDULE “E”

PAYMENT PLAN

The monthly payment amount will be calculated as follows:

Maximum Funds / number of monthly payments *

*The number of monthly payments will be the number of calendar months for which there is Project activity for fiscal year(s) as specified in Schedule “C” Project Description and Timelines.

The last month’s payment under this Schedule is subject to a hold back of 15% of the Maximum Funds. If the Funds paid under the Agreement are less than the Maximum Funds, the scheduled payment amount (and hold back amounts) will differ. The hold back will remain at 15% of actual Funds paid.

The funds subject to this hold back will be released by the Province, subject to adjustments as contemplated by the Agreement, upon Project completion. The Project is considered complete when the Province has received and reviewed all reports outlined in Schedule “F”

Pursuant to section 4.2c of the Agreement, the Province may adjust the monthly payment based on the Estimate of Expenditure Reports referenced in Schedule "H". For greater certainty, the Maximum Funds shall not be exceeded.

SCHEDULE "F"

REPORTING

ACTIVITY REPORTS

1.

[
For existing projects continuing into 2019-20, use:

Quarterly Status and Adjustment Report (QSAR)

Report 1 April 1, 2019 to June 30, 2019

Due Date: July 19, 2019

Report 2 July 1, 2019 to September 30, 2019

Due Date: October 21, 2019

Report 3 October 1, 2019 to December 31, 2019

Due Date: January 17, 2020

Report 4 January 1, 2020 to March 31, 2020

Due Date: April 20, 2020

For new projects/new recipients starting in 2019-20, use:

SkillsAdvance Ontario Pilot Start-up Progress Report and Compliance Questionnaire

For **Effective Date** to June 30, 2019

Due Date: July 19, 2019

Quarterly Status and Adjustment Report (QSAR)

Report 1 July 1, 2019 to September 30, 2019

Due Date: October 21, 2019

Report 2 October 1, 2019 to December 31, 2019

Due Date: January 17, 2020

Report 3 January 1, 2020 to March 31, 2020

Due Date: April 20, 2020

]

FINANCIAL REPORTS

2. Estimate of Expenditure Report (EER)

Report 1 for Effective Date to July 31, 2019

Due Date: August 13, 2019

Report 2 for Effective Date to September 30, 2019

Due Date: October 10, 2019

Report 3 for Effective Date to November 30, 2019

Due Date: December 11, 2019

Report 4 for Effective Date to December 31, 2019

Due Date: January 13, 2020

Report 5 for Effective Date to March 31, 2020

Due Date: April 3, 2020

3. Statement of Revenue and Expenditure Report (SRER)

For the period Effective Date to March 31, 2020

Due Date: June 12, 2020

4. Auditor's Report, if applicable

For the period Effective Date to March 31, 2020

Due Date: June 12, 2020

5. Reports specified from time to time

On a date or dates specified by the Province.

6. Report Details

All reports will be submitted on the dates set out above. All reports above, except for the Auditor's Report, will be completed using a template provided by the Province. The templates will be available on the EOPG.

Requirements for the Auditor's Report are set out in Schedule "H".

SCHEDULE "G"

PERFORMANCE COMMITMENTS

Sector [ENTER Sector Name *NOTE: Repeat the entire sections of "INTAKE, CUSTOMER SERVICE, and DELIVERABLES in this Schedule should there be more than one sector]

2019-2020

*INTAKE

Participant (Jobseekers) Intake Target	
Participant (Jobseekers) Placement Target	
Participant (Jobseekers) Retention Target	
Participant (Incumbent Workers) Intake Target	
Participant (Incumbent Workers) Placement Target	
Participant (Incumbent Workers) Retention Target	

*Intake Targets are defined in Schedule "B"

CUSTOMER SERVICE

PERFORMANCE COMMITMENTS	MINIMUM STANDARD
Customer Satisfaction (Participant/Employer)	85%

PARTNERSHIP DEVELOPMENT DELIVERABLES

ACTIVITIES	COMPLETION DATE
Establish SAO Advisory Committee Governance structure	
Develop a Sector-focused Recruitment plan (including orientation and service planning)	
Develop sector-focused curriculum	
Develop a sector-focused pre-employment services (“soft skills training”) framework	
Develop a sector-focused essential and technical skills training (“hard skills training”) framework	
Develop job matching and job placement plan/arrangements	
Develop sector-focused employment services and post-employment services plan	

EMPLOYER AND WORKER SERVICES DELIVERABLES

ACTIVITIES	COMPLETION DATE
Lead delivery partners and SAO Advisory Committee to deliver Project activities	
Deliver sector-focused recruitment activities (including orientation and service planning)	
Deliver sector-focused pre-employment services (“soft skills training”)	
Deliver sector-focused essential and technical skills training (“hard skills training”)	
Deliver job matching and job placement activities	

SCHEDULE “H”

AUDIT AND ACCOUNTABILITY REQUIREMENTS

Audit and Accountability Requirements For Effective Date to March 31, 2020

Note to Auditors and other readers: Schedule “H”, the Audit and Accountability Requirements, must be read in conjunction with the Agreement and its other Schedules.

1. Definitions

In this Schedule, the following terms have the following meanings:

- a. **“Capital Assets”** means capital assets (tangible and intangible), are identifiable assets that meet all of the following criteria:
 - i. are held for use in the provision of services, for administrative purposes, for production of goods or for the maintenance, repair, development or construction of other capital assets;
 - ii. have been acquired, constructed or developed with the intention of being used on a continuing basis;
 - iii. are not intended for sale in the ordinary course of operations; and
 - iv. are not held as part of a collection.

Tangible capital assets include land, buildings and equipment.

Intangible capital assets are identifiable non-monetary assets without physical substance.

- b. **“Multi-agreement holder”** means a Recipient that has two or more agreements with the Province within a single region or across more than one region.
- c. **“Project Accounting”** means that, where a Recipient has multiple projects, all costs will be allocated to a specific Project. These costs will then be reconciled with the sources of funding, ensuring accurate accounting. The Recipient may receive funding from multiple sources. For the purpose of Audit and Accountability Requirements, each Project has a separate source of funding. Project Accounting connects Recipient funding with Project activities to effectively track the financial progress of a Project.

2. Funding Categories

a. Operating Funds

Operating Funds are Funds used for direct expenditures related to the day-to-day direct delivery of all of the components of the Project as agreed to with the Province.

No more than 20% of the Operating Funds can be used for the Partnership Development and Sustainment (Management) component.

- i. Costs related to the provision of the Project that can be claimed against Operating Funds include:
 1. Staff and management salaries directly associated with the delivery of the Project;
 2. Hiring and training of staff (including professional development);
 3. Marketing (signage, print/paper/web ads, outreach, etc.);
 4. Facilities (rent);
 5. Facilities (mortgage payments, but only the interest portion of a mortgage payment is allowed as an operating cost);
 6. Funding of Projects undertaken by the Recipient, including the distribution of funds to relevant partners;
 7. Accounting services and auditor's fees
 8. Administrative costs (as described below, up to a maximum of 15% of the Operating Funds)
 9. Partnership Development and Sustainment (Management) (up to a maximum of 20% of Operating Funds)
 10. Sector-focused recruitment (including orientation and service planning)
 11. Pre-employment service delivery ("soft skills training")
 12. Essential and technical skills training ("hard skills training")
 13. Employment services (including job matching and placement)
 14. Retention services and ongoing case management (post-employment services); and
 15. Other direct operating expenditures related to delivery of the Project.
- ii. The Recipient will not use Operating Funds for:
 1. Termination, severance costs and bonuses; or
 2. Major capital expenditures, such as the purchase or construction of facilities.

b. Administration Costs

Recipients are able to attribute no more than 15% of Operating Funds for administration costs. Administration costs are indirect expenditures necessary for operating an organization but not directly associated with the delivery of the Project. For example, a portion of the salaries/benefits of the Executive Director, IT, and/or financial staff that work for the entire organization but may spend a portion of their time dedicated to administrative functions that support the Project may be claimed as Administration Costs.

c. Financial Supports for Employers and Participants are incremental supports to encourage employer and Participant participation. They are intended to support employers to ensure that the right workplace conditions are in place to support placement Participant success (i.e. adequate integration and supervision/mentoring of the placement Participant); and to support job placement Participants to maintain ongoing contact with service providers to identify and mitigate risks to their placement success.

- i. **Employer Supports** are funds (up to \$1,000 per placement) used to offset the cost of:
- ii. **Lost productivity of workplace mentors** assigned to assist Participants participating in a formal job placement.
 1. The rate for financial support related to mentorship is the assigned mentor's hourly or pro-rated wage, to a maximum of \$20/hour.
 2. The maximum amount payable to support workplace mentorship is equal to 26 hours x the maximum hourly wage of the assigned mentor, the equivalent of up to two hours per week for the three month recommended minimum duration of the job placement.
- iii. **Paid release time** for Participants participating in a formal job placement to return to service providers for employment services on a regular basis (e.g. weekly or biweekly).
 1. The rate for financial support related to paid release time is equal to the Participant's hourly or pro-rated wage, to a maximum of \$20/hour.
 2. The maximum amount payable to support paid release time is equal to the Participant's assigned hours of participation in employment services during regular business hours over the course of a job placement, up to 48 hours.
- iv. **Participant Supports** are funds (up to \$3,000 per Participant) available to address Participants' temporary financial barriers to participation in service components (from intake to completion of job placement).

1. Participant Financial Supports: These are available to all Participants (both Jobseekers and Incumbent Workers) under the following categories:
 - a. Transportation;
 - b. Food;
 - c. Work clothing or uniforms;
 - d. Special equipment for work, such as workplace accommodation needs;
 - e. Emergency or occasional dependent care;
 - f. Employer specific assessments, such as academic assessment, certification charges, language assessment; and
 - g. Translation of academic documents.

Consideration of financial supports for Incumbent Workers is based on their current wage rates and the financial burden that is being incurred over and above their regular employment (for example, financial supports cannot be for costs that the Participants already bear with their regular employment)

2. Job Placement Stipend: These are available only to Participants who are Jobseekers to support the first two weeks of job placements or employment to bridge the gap between the start of their employment and their first pay cheque. Job placement stipend will be provided by the Recipient to the Participants as financial support, if required. Job placement stipend is not intended to subsidize or supplement wages for the job placements paid by the employers and is equivalent to the prevailing minimum wage for a maximum of 35 hours per week, up to two weeks in duration.

3. Financial Considerations

a. Funds

- i. Recipients' use of Funds is also subject to the following limits:
 1. Operating Funds are allocated against an identified level of service;
 2. In situations of co-location of the Project with other programs and services, Project funds must only be used to cover costs directly related to the delivery of the Project; this must be managed by applying Project Accounting principles;
 3. The Recipient will not transfer funds between budget lines (as set out in Schedule "D" unless it obtains the prior written consent of the Province; and
 4. The Recipient **should not anticipate** additional funds, although the Recipient should discuss any issues with the Province;
 5. Leasehold improvements directly related to the delivery of the Project require prior written approval from the Province.

b. Interest Earned

The Agreement sets out the requirements on Interest Earned.

- i. If the Recipient fails to identify interest earned in the Estimate of Expenditure Report EER(s) and the Statement of Revenue and Expenditure Report, then the following applies:
 1. The Province will deem interest to have been earned based on the average of unspent Funds reported on the EER(s) and the SRER using the current interest rate charged by the Province of Ontario on accounts receivable. This deemed interest amount will be considered revenue of the Recipient for the purposes of the EER(s) and the SRER; and
 2. Such failure will be considered an Event of Default in accordance with section 15.1 of the Agreement.

c. Bank Account

The Agreement sets out the requirements regarding deposit of the Funds into an interest bearing account in section 4.6 of the Agreement.

Although maintaining a separate bank account for Funds received from the Province is not a requirement under the Agreement, it is a strongly recommended practice.

d. Capital Assets

The Recipient is not required to report capital asset expenditures to the Province. However, the Recipient will maintain a separate record of capital asset expenditures for audit purposes in accordance with Article 7.2 of the Agreement.

e. Disposition of Assets

The Agreement sets out the requirements on Disposition of Assets.

Any money earned on the disposition of assets will be reported on the SRER (and any other reports specified by the Province) in the period when disposition of the asset occurs.

f. Deficits

The Recipient is accountable for managing the Funds and required to remain within its approved site allocations (per Schedule "D" of the Agreement). The Recipient will request prior written approval from the Province for an anticipated over-expenditure. Each request will be individually evaluated. The Recipient will

enclose copies of overspending approval documents from the Province with their financial reports (for example, EER or SRER as requested by the Province.

g. Tax Rebates

Reporting Province program expenditures net of tax rebates:

The Recipient will report all program expenditures net of any tax rebates or input tax credits.

h. Sample

Amount Recipient spent on goods/services		\$100.00
Amount of tax paid (example 13%)	\$13.00	
Less amount of tax rebate claimed (where rebate equals 80%)	<u>-\$10.40</u>	
Amount of tax expenditure	<u>\$ 2.60</u>	
Amount reported as Province Project expenditure		<u>\$102.60</u>

4. Instructions for Reports Required

Reports are complete if they are signed by a person with authority to bind the Recipient. Payments will be delayed if complete Reports are not received by identified due dates as directed by and in the form requested by the Province posted on the Employment Ontario website.

a. Estimate of Expenditure Report (EER)

The Recipient will submit to the Province Estimate of Expenditure Reports (EER) as required **in accordance with the instructions set out in Schedule “F”**. Each EER must identify the total expenditure for the defined period for each site using the best information available at the time, as well as the forecast of expenditures at March 31 of each year of the Agreement.

The Province will provide the Recipient with a template for the EER posted on the EOPG. The Recipient will complete the EER as directed by and in the form requested by the Province.

The Province may adjust payments based on each EER received during the year.

b. Statement of Revenue and Expenditure Report (SRER)

The Recipient will submit to the Province Statement of Revenue and Expenditure Reports (SRER) as required **and in accordance with the instructions set out in Schedule “F”**. The SRER is used as the basis for the Province’s annual Reconciliation Report.

The Province will provide the Recipient with a template for the SRER posted on the EOPG. The Recipient will complete the SRER as directed by and in the form requested by the Province.

The SRER will verify that:

- i. Funds have been applied to costs directly related to the Project;
- ii. Funds received or expended in prior years for a similar project have not been included;
- iii. Funding and expenditures from other sources have not been included in the Report;
- iv. Project reported expenditures are net of tax rebates, credits and refunds referred to in section 4.9 of the Agreement;
- v. Shared costs have been properly apportioned to the Project using Project Accounting principles;
- vi. Interest earned on Funds has been credited to the Project;
- vii. Money earned on the disposition of assets has been credited to the Project and maintained in an interest-bearing bank account; and
- viii. Funds that were provided to the Recipient before the Recipient’s immediate need for them were placed in an interest-bearing bank account in the name of the Recipient at a Canadian financial institution.

c. Auditor’s Report

The Recipient will obtain an Auditor’s Report when the Maximum Funds (set out in Schedule “B” of the Agreement) total \$150,000 or more. The audit of all SRERs will be conducted by an external auditor in accordance with Canadian Generally Accepted Auditing Standards. The auditor should verify, at a minimum, that proper and distinct accounts and records are maintained for program funds/expenditures by each budget line. The Auditor’s Report will include an opinion on the SRER.

A copy of the full Auditor’s Report will be submitted to the Province directly from the auditor.

An Auditor’s Report is not required for Recipients who are:

- i. District School Boards or school authorities as defined in the Education Act, R.S.O. 1990, c. E2, as amended;
- ii. Universities established in Ontario that receive regular and ongoing operating funds from the government for purposes of post-

- secondary education;
- iii. Colleges of Applied Arts and Technology as defined in the Ontario College of Applied Arts and Technology Act, 2002. S.O. 2002, c. 8 Sch. F, as amended; or
- iv. Municipalities in Ontario as defined by the Municipal Act, 2001. S.O. 2001, c. 25, as amended.

Important Note: If additional details or corrections are necessary on the SRER, the Recipient's external auditor must verify any revisions in writing. The Province cannot accept unaudited information provided by a Recipient in support of their SRER.

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE FEBRUARY 19, 2020
FROM:	G. KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT & COMPLIANCE SERVICES & CHIEF BUILDING OFFICIAL
SUBJECT:	SWIMMING POOL FENCE BY-LAW PROPOSED AMENDMENTS

RECOMMENDATION

That, on the recommendation of the Managing Director, Development & Compliance Services & Chief Building Official:

- (a) This report **BE RECEIVED** for information purposes; and
- (b) Civic Administration **BE DIRECTED** to prepare amendments to the Swimming Pool Fence By-law and hold a Public Participation Meeting before the Community and Protective Services Committee to modernize the regulations and enhance public safety.

BACKGROUND

The Swimming Pool Fence By-law (PS-5) was last amended in 2010. The authority for the Swimming Pool Fence By-law (By-law) comes from the Municipal Act. The By-law requires property owners to meet the minimum requirements of the By-law when installing a swimming pool. There are also provisions that regulate the requirements of on-going maintenance of the fence for the duration that it encloses a swimming pool. The intent of the By-law is to provide safety standards for privately owned outdoor swimming pools.

How is the Swimming Pool Fence By-law enforced?

Swimming Pool Fence By-law occurrences/inspections are initiated the following manners:

- Following the issuance of a swimming pool fence permit to the property owner
- Community complaint
- Referral from partner agency
- Proactively as part of enforcement observations
- Lawyers letter request as part of a property ownership transaction

In 2019, there were 314 Swimming Pool Fence By-law occurrences (excluding lawyers letters). Of the 314 total occurrences, 210 were in connection to newly installed pools, and the remaining 104 occurrences were with regard to non-compliant swimming pool fences, or for swimming pools that had been installed without first having obtained a swimming pool fence permit. Historically for the past 5 years, these numbers are relatively consistent, with a range of complaints from 90-130 per year, and approximately 200 to 225 swimming pool fence permits issued annually.

What potential amendments are under review?

The following considerations are under review in an effort provide further clarity, and/or to create stronger safety measures:

- Add a clause regarding the governing measure, metric versus imperial

- Review the definition of gate to add clarity around vehicle doors within a garage providing direct access to the pool area when open
- Review the definition of swimming pool and determine if a “lap tub” should be included/excluded (a lap tub/swim spa is a machine that allows you to swim continuously against a water current)
- Review the definition of self-closing device and potentially include an automatic, non-manually operated, garage door closing mechanism
- Review the definition of swimming pool in an effort to exclude ornamental fish/garden ponds
- Add a section to stipulate a maximum fence height that parallels the Fence By-law
- Review section 3.7 to better address reduction of fence height caused by landscaping, grade change, accessory structure, play equipment, or other object placement
- Consider including wording to address the potential adverse effects around drainage to neighbouring properties where of grade changes have taken place, and/or pool sump pumps installed
- Add a permit expiry clause should the installation of the pool not commence following a specified amount of time
- Review spacing/opening minimums where they pertain to decorative gate inserts, and do not increase the potential of climbing
- Amend section 5.3 where it addresses the vertical distance between each horizontal member (housekeeping item)
- Review sections 5.5 and 5.6 regarding horizontal members and “climb ability”

How are the Swimming Pool Fence regulations enforced?

The enforcement of the Swimming Pool Fence By-law will be done in the same manner as other by-laws. However, given that a deficiency may impair the ability to adequately secure the pool, this type of complaint will take priority and result in an inspection within a 24 to 48 hour period. Where there is an immediate life safety concern, the By-law provides the Chief Building Official, or their designate to remedy at the owner’s expense. In addition, where compliance is not achieved, Municipal Law Enforcement Officers will have the discretion to issue Administrative Monetary Penalties (AMPs). A report on applying AMPs to non-parking by-law violations will be presented to the CPSC in March or April 2020.

CONCLUSION

Prior to a public participation meeting, Civic Administration will engage the pool industry through the membership of the Pool and Hot Tub Council of Canada. In addition Civic Administration will conduct municipal comparisons, and review best practices. This will be a collaborative approach in the review and updating of an existing by-law for public safety.

SUBMITTED BY:	REVIEWED AND CONCURRED BY:
HEATHER CHAPMAN, MLEO (C) MANAGER, MUNICIPAL LAW ENFORCEMENT SERVICES	OREST KATOLYK, MLEO (C) CHIEF MUNICIPAL LAW ENFORCEMENT OFFICER
RECOMMENDED BY:	
GEORGE KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT & COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL	

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE FEBRUARY 19, 2020
FROM:	G. KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT & COMPLIANCE SERVICES & CHIEF BUILDING OFFICIAL
SUBJECT:	SUPPRESSING CRIME THROUGH BUSINESS LICENSING REGULATIONS THEFT OF GASOLINE AND SCRAP METAL

RECOMMENDATION

That, on the recommendation of the Managing Director, Development & Compliance Services & Chief Building Official:

- (a) This report **BE RECEIVED** for information purposes; and
- (b) Civic Administration **BE DIRECTED** to continue to consult with the affected Licensees and prepare amendments to the Business Licensing By-law and hold a Public Participation Meeting before the Community and Protective Services Committee to address the issues of gasoline and scrap metal theft.

SUMMARY

Municipal Law Enforcement Services partners with London Police Service on a number of community issues including public safety and crime prevention. Two issues which could benefit from multi-agency solutions are: gas-and-dash theft and the theft of metal including copper and catalytic converters.

On December 12, 2017, Municipal Council passed a new Business Licensing By-law including regulations for a number of business categories, such as salvage yards and automotive service businesses. One of the municipal purposes Council considers necessary and desirable for the public is suppressing crime.

BACKGROUND

Theft of Gasoline

Gas-and-dash thefts, also referred to as gas-drive offs, are a form of theft in which motorists intentionally drive away from a convenience store or gasoline service station without paying for gas they have pumped into their vehicle's tank.

There are numerous public safety issues related to this crime. Gas-and-dash thefts have caused unnecessary injuries and even fatalities to service station employees. In many cases, thieves try to escape by driving away at high speeds, and at times with the pump nozzle still attached to the vehicle. Gas-and-dash thefts when reported to the Police consume an inordinate amount of resources investigating the gasoline drive-off. The following chart presents reported gas thefts over the past four years.

Gasoline Drive-offs Reported to London Police Service

Year	Reports of Gas Theft
2016	380
2017	536
2018	685
2019	720

The Ontario Association of Chiefs of Police (OACP) has called on the Government of Ontario to develop legislation which would mandate 24/7 pre-payment technology to counter the sharp increase in gas theft across Ontario. British Columbia and Alberta has introduced mandatory pre-payment regulations which have eliminated virtually all incidents and calls for service. The Centre for Problem Oriented Policing (USA) has reported that gasoline drive-offs have dropped significantly since the introduction of pre-payment requirements.

Civic Administration has shared the idea of pre-payment regulations with licensed gas stations operating in London as well as gas retail associations. The Canadian Independent Petroleum Marketers Association (CIPMA) supports a safe work environment for gas retailers and were involved in discussions in British Columbia and Alberta where pre-payment regulations were provincially mandated. The CIPMA prefers provincially mandated regulations and recognizes the need for flexibility between urban and rural gas stations.

Pre-payment technology already exists at many gas retail outlets in London. Consumers are increasingly using mobile apps and debit/credit card tap technology making it convenient for consumers to pre-pay for gas purchases.

Civic Administration recommend a Business Licensing By-law amendment to the Automotive Services category mandating 24/7 pre-payment for gasoline purchases.

Theft of Scrap Metal

The theft of valuable metal is a serious concern for businesses, public utilities, and the community at large. Scrap metal buyers provide the necessary link for creating profit from scrap metal theft. The scrap metal theft problem is driven by global value of the specified metal and the ease of which the metal can be sold to salvage yards or recyclers. Although there are existing by-law regulations in which require verification of sellers' identification, the problem of the theft of products containing high value metal (plumbing and HVAC products; catalytic converters) is on the rise globally. In late 2019, London Police issued a press release on the increase in the theft of catalytic converters due to the price of the precious materials in this automotive device. The following chart presents reported metal theft over the past four years.

Theft of metal reported to London Police Service

Year	Copper	Catalytic Converters
2016	150	6
2017	158	17
2018	172	48
2019	284	81

A review of regulations designed to address this issue from a salvage yard perspective include: recording personal information including finger printing; restricting cash payments; identifying source of product; video surveillance; and limiting intake of product. Some of these best practices cannot be implemented in Ontario due to privacy legislation. The one best practice shared with licensed salvage yards was mandating that payment for product only be made by check or electronic money transfer. This was identified as being a problematic regulation as most salvage yard interactions are cash based.

Civic Administration recommend Licensing By-law amendments to the existing Powers of the Licensing Manager, regulation to prescribe the form and content of the identity verification process by identifying the types of acceptable identification, and further to limit the purchase of catalytic converters from only Licensed Automotive service Businesses.

This report was prepared in consultation with the London Police Service Investigative Support and Patrol Modernization Units.

CONCLUSION

One of the municipal principles of the Business Licensing By-law is to suppress conditions conducive to crime. The theft of gasoline (drive-offs) and the theft of products and goods containing high priced metal such as copper and platinum (catalytic converters) continues to be an emerging issue in London and in fact nationally and globally. Business Licensing regulations are proposed to address these criminal activities. Consultations with Licensees are ongoing and any future Business Licensing By-law amendments will include a public participation meeting.

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



Lawrence Richler
Vice President, Marketing
(403) 298-6342

lawrence.richler@huskyenergy.com

January 28, 2020

Orest Katolyk
Chief Municipal Law Enforcement Officer
City of London
300 Dufferin Avenue
P.O. Box 5035
London, ON N6A 4L9

Dear Mr. Katolyk:

Thank you for your letter of 17 December 2019, inviting our perspective on approaches to addressing fuel payment related incidents. Husky operates a network of over 500 retail locations stretching from British Columbia to Ontario. As with all our operations, we place priority on the safety of workers, customers and the general public.

Husky is a strong advocate for mandatory prepayment for fuel. In 2017, we moved to institute this requirement across our company-controlled sites in Alberta, Saskatchewan, Manitoba and Ontario (prepayment was, and remains, a legislative requirement in British Columbia). Later in 2017, we were proud to stand with the Alberta government as it introduced legislation to make prepayment mandatory across the province.

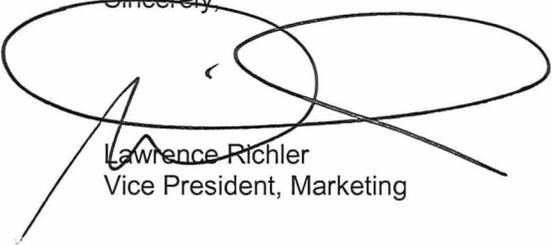
Our decision to move to prepayment for fuel was taken after an extensive review of our fuel payment policies and procedures. I believe the following findings from that review will be relevant to your study:

- while we had many measures to mitigate risks associated with fuel payment, only prepayment was aimed at the elimination of those risks; and
- there are no longer any significant cost or technology barriers to implementation as almost every pump has prepayment capability.

Our move to prepayment was implemented successfully and enjoyed the full support of our retailer community and customer service representatives. Most important, I am pleased to advise that we have not experienced any drive-off related injuries, deaths or near misses since making the move. While we decided to implement on our own, we do believe it should be required of all retailers. Without uniform application, the risks associated with fuel payment are simply transferred from retailers with prepayment to those that do not make it mandatory.

Thank you again for the opportunity to share our perspective on this important issue. If it would be helpful, we would be pleased to come to London to further share our experiences with prepayment. I look forward to hearing from you.

Sincerely,



Lawrence Richler
Vice President, Marketing

February 6, 2020

City of London
Community and Protective Services Committee
300 Dufferin Avenue
London, ON N6B 1Z2

Subject: Pre-payment at the pump by-law

To Council Members of the Community and Protective Services Committee,

On behalf of the Canadian Independent Petroleum Marketers Association (CIPMA), we thank you for the opportunity to be consulted on the City of London's pre-payment at the pump by-law currently under review.

We understand drive-offs are an ongoing issue experienced by retailers right across the country and appreciate the pressure and capacity constraints they place on municipal police.

Our first and foremost concern is always the safety of our Members' employees when drive-offs occur. We believe that adequate training and education on this issue is paramount to improving workplace safety. To that end, we have been diligent in engaging our Membership to ensure their employees understand that it is not their role to intervene in drive-offs, nor will they be financially penalized for them when they occur.

To that end, while we support the spirit of the proposed by-law and its intent to support workplace safety while reducing the capacity pressures on London police, we do not support a patchwork of by-laws mandating pre-payment. We would support a province wide approach – should there be political will to do so – that balances broad application of pre-payment practices with concessions for small and rural retailers as applicable, who may not have the financial means to effectively implement a pre-payment option.

We thank you for your thoughtful consideration on this matter and look forward to continuing an open dialogue to ensure an effective approach is implemented.

Please do not hesitate to contact us should you have any questions or concerns.

Sincerely,



Jennifer Stewart
President and CEO
Canadian Independent Petroleum Marketers Association

Specialized Recycling Inc.

561 Horton Street E.

London ON

N6B 1M8

February 13, 2020.

Chair

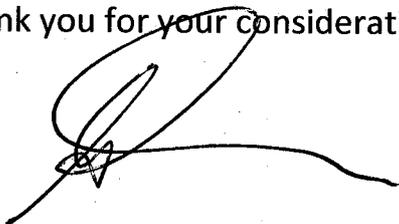
Community And Protective Services Committee.

Re: Theft Of Metal.

Dear Sir.

Please accept this letter as our formal request for Delegate Status to speak to the above captioned agenda item. I believe that we are uniquely situated to provide important information and insight regarding the issue at hand.

Thank you for your consideration.

A handwritten signature in black ink, appearing to be 'Charlie Gelin', with a long horizontal flourish extending to the right.

Charlie Gelin

Specialized Recycling Inc.

Specialized Recycling Inc.
561 Horton St E
London ON N6B 1M8

February 14, 2020

Chair and Members
Community Protective Services Committee
City Of London

With respect to item 2.10, Suppressing Crime Through Business Licensing regulations, Theft of Gasoline and Scrap Metal.

“Scrap metal buyers provide the necessary link for creating profit from scrap metal theft”

-O. Katolyk, Chief Municipal Law Enforcement Officer, City of London.

“Our concern is the rise in theft of valued metals such as copper and catalytic converters specifically because of their value and how quickly they’re being sold at Salvage Yards with no questions asked”

- O. Katolyk, during CTV London News interview, February 10

“So I would question that perception that someone that just comes in with just a little bit of metal should not get verified for their identification. I think people would have a difference of opinion if their bicycle or lawnmower got stolen out of their back shed”

- O. Katolyk, during CBC News interview, February 10

Through the efforts of the recycling industry, countless tons of all material types are diverted from landfills and repurposed for the manufacture of new goods by many facility operators who collectively employ hundreds, if not thousands of citizens directly and indirectly.

It is therefore highly troubling that Civic Administration would elect to employ indefensible tactics against industry stakeholders rather than engaging with them in collaboration to address their mistaken perception of complicity with crime. In my view, it is conduct unbecoming of City officials to malign the reputation of the recycling industry as a whole by making unfounded statements which would lead Londoners to believe that when their bicycles and lawn mowers are being stolen, that they are being sold for scrap metal. It implies criminality to the recycling industry and the citizens working in it and is particularly egregious when such comments are made in the context of an effort to defend actions which are severely misaligned with the values of our community as a whole. It is worth considering that an average gas lawn mower with a 75lb weight would attract a payment of around \$4 and a bicycle considerably less. It is therefore far more likely that such stolen items are being resold as goods, rather than scrap.

With respect to identification requirements, our company requires all persons who wish to sell metal products verify their identity in accordance with municipal regulations and other statutory requirements. Additionally, we digitally record all transactions. As a matter of policy, our company does not accept catalytic converters from non-commercial clients. As a licensed automotive recycling facility, we have been victimized by this activity on many occasions, as have many of our clients. The assertion that high value scrap is accepted with “No questioned asked” is not consistent with my knowledge of industry practices.

Specialized Recycling believes that enacting an overly strict identity verification process will serve to further marginalize disadvantaged Londoners more than they already are. Many people rely on the meagre income they receive from recycling unwanted and damaged materials.

Our company has assisted the London Police and other businesses on many occasions in recovering stolen goods, not limited to vehicles, graveyard urns and other aggravating instances of theft. We have never been unable to identify an offender either by written records or digitally. I have been concerned by some incidents where the Police have not, in my view responded appropriately to reported suspected theft incidents, however I recognize that resources are finite and understand that they face exceptional challenges. It is trite to state that the optimal number of metals theft incidents is zero, however it is important to maintain perspective by viewing these incidents within the context of property crime overall.

**Theft of metals reported to London Police Service
(Percentage of total property crimes in parentheses)**

Year	Reports of Copper Theft	Reports of Catalytic Converter Theft	Total Property Crime
2016	150 (1.11 %)	6 (0.04%)	13601
2017	158 (1.08 %)	17 (0.12%)	14623
2018	172 (1.07 %)	48 (0.29%)	16105
2019	284	81	Unavailable

Source: "Suppressing Crime Through Business Licensing regulations, Theft of Gasoline and Scrap Metal", O. Katolyk. Total Property Crime percentages derived from statistics published by London Police Service.

We were unable to obtain statistical data for the overall amount of property crime increase for the year 2019, however by extrapolation of the growth of the overall numbers of property crime between 2016-2018 divided by reported copper theft incidents for 2019, it would seem to suggest a growth rate of copper theft incidents by around 0.5% in 2019 relative to overall property crime numbers assuming there has not been a concomitant spike in property crimes overall.

It is impossible to view this issue in isolation from the myriad of social ills that are currently plaguing our community. Due to our location, in the central core of the City, and our open door policy, we have a front row seat to witness firsthand the effects of poverty, underfunding of mental health services, and addiction. We see many people in our neighbourhood who are either homeless, or in the shelters due to the housing crisis being lived by too many citizens. It trivializes the hardship caused by poverty in London when a city employee presents himself as a disadvantaged person in an effort to manufacture a charge against a local business.

Given the City's media release February 10, I was compelled to correct the record publicly. The subsequent response from the department responsible is an attempt to avoid accountability for the actions which they initially sought to publicize, however now seem reluctant to stand behind in the light of day. If municipal regulations aren't "worth the paper they are printed on without being audited for compliance", it follows that municipal officials are not exempt from scrutiny when they fall short of the standards of integrity which can rightly be expected of them. In such an event, it then falls to our elected representatives to exercise their management oversight function to correct the situation.

I would therefore ask the committee to consider what action is required in order to restore confidence in the fairness of municipal law enforcement .

I thank you all for your consideration of the matter.

Charlie Gelinas
Manager
Specialized Recycling Inc.





London
CANADA

October 2, 2019

Dear Licensee:

The purpose of this letter is to remind Licensees of second hand goods businesses and salvage yards that prohibition 6.3 of Schedule 18 of the Business Licensing By-law prohibits Licensees to acquire any goods, articles or objects from any person who appears to be under the influence of drugs or alcohol or from any persons without first verifying their identity.

The City, along with various partners, have been addressing the issue of persons sleeping rough and urban encampments. Under the program, titled Community Informed Response, staff have observed individuals (on many occasions) who have collected a variety of forms of metal (bike frames, copper wiring and auto parts) in shopping carts for the purposes of disposing these goods at salvage yards. In many cases, these goods have been obtained illegally.

Please be advised, that the City may undertake a future enforcement blitz to ensure that Licensees are verifying the identity of all persons who attend their premise for the purposes of disposing of these goods. Violations of the Business Licensing By-law may lead to charges, legal actions, and/or licence suspensions.

Please call the undersigned if you have any questions.

Regards

A handwritten signature in black ink that reads "Orest Katolyk". The signature is fluid and cursive, with the first name being the most prominent.

Orest Katolyk
Chief Municipal Law Enforcement
P: 519-661-2489 x 4969 – email: okatolyk@london.ca

Cc: London Police Service
Community Informed Response

TO:	COMMUNITY AND PROTECTIVE SERVICES FEBRUARY 19, 2020
FROM:	G. KOTSIFAS, P. ENG. MANAGING DIRECTOR, OF DEVELOPMENT & COMPLIANCE SERVICES & CHIEF BUILDING OFFICIAL
SUBJECT:	VACANT BUILDINGS BY-LAW

RECOMMENDATION

That, on the recommendation of the Managing Director, Development & Compliance & Chief Building Official:

- (a) This report **BE RECEIVED** for information purposes; and
- (b) Civic Administration **BE DIRECTED** to prepare amendments to the Vacant Building By-law and hold a Public Participation Meeting before the Community and Protective Services Committee to implement a registry of vacant buildings with associated fees and a proactive enforcement protocol.

BACKGROUND

The following resolution was passed by Council on November 12, 2019:

That the Civic Administration **BE REQUESTED** to report back to the Community and Protective Services Committee (CPSC), as part of the planned report back in Q1 of 2020, with respect to potential options that may be available to make sure vacant properties, including properties designated under the Ontario Heritage Act, specifically those with Heritage Easement Agreements in place, are kept in good repair; including information on possible actions that could be taken to ensure compliance with the City of London's By-law, with a focus on public safety, nuisance control, preservation of heritage attributes and demolition by neglect, including but not limited to: the registration of vacant buildings, escalated fines or administrative penalties, and proactive City initiated demolition. It being noted that the communication dated October 16, 2019, from Councillor A. Kayabaga, with respect to this matter, was received.

This report addresses the Vacant Building By-law. A separate report addresses the Property Standards By-law in relation to the above resolution.

What are the municipal costs related to vacant buildings?

Abandoned vacant buildings place an inordinate strain on first responders and municipal staff. These buildings tend to attract crime, fires, and become dumping grounds for rubbish. They are the source of numerous neighbourhood nuisance issues.

- **Crime** - Vacant buildings often become a breeding ground for crime, tying up an inordinate amount of Police resources. Common issues relate to trespass of property, trouble with persons, drug related matters and weapons.
- **Arson and accidental fires** – Fires are very common in vacant buildings. Squatters often burn candles or start small fires for light, heat, and drug use purposes. Vacant buildings are a primary target of arsonists. Larger vacant buildings often contain open shafts and pits that can be a threat to firefighters.
- **Neighbourhood nuisances** – Vacant buildings are often used as dumping grounds for debris. The accumulation of debris within and surrounding a vacant building creates an additional fuel source, should a fire occur.

Why buildings are left vacant?

Buildings become vacant for several reasons. In some cases, the buildings have sustained fire or other damage which makes the building no longer habitable in its current state. Quite often it is not cost effective to rehabilitate the building to its previous condition. In other situations, the

property owners have defaulted on mortgage payments and banks have foreclosed on the mortgage, or the owner has stopped paying municipal taxes and has walked away from the property. In some situations, buildings are vacant due to the death of a property owner, or in other cases, vacant buildings are subject of a development application.

How has the Vacant Buildings By-law assisted?

In 2009, City Council approved the Vacant Buildings By-law. The goal of the By-law is to address the public safety and nuisance concerns.

As per the Vacant Buildings By-law, every owner of a vacant building shall:

- ensure that the vacant building is secured against unauthorized entry
- maintain liability insurance on the vacant building
- protect the vacant building against the risk of fire, accident, or other danger

Over the past several years, Orders have been issued, and several buildings have been boarded up by the City to prevent unauthorized entry. Several vacant buildings have also been demolished under the direction of the City.

Generally, complaints associated with vacant buildings are addressed in response to community complaints. Commonly, doors and windows are secured by City contractors against unauthorized entry; the cost of City actions are invoiced to the property owner.

In September 2014, a multi-agency enforcement team comprised of Municipal Law Enforcement, Fire Department, and the London Police Service was established to address vacant buildings throughout the City, and determine their compliance with City By-laws and Provincial legislation. The City maintains a registry of vacant buildings; there are 110 buildings currently listed (February 2020). The Fire Department has a protocol whereby front line fire crews visually inspect the buildings on a monthly basis. This process enables fire crews to maintain valuable information about the property that can be used, should an emergency occur at one of the vacant building sites. Where the fire crews observe a By-law violation, information is forwarded to Municipal Law Enforcement Services for action.

What are the benefits of registering vacant buildings with the municipality?

The City maintains a list of vacant buildings in response to complaints. If Council wishes to formalize the list and apply some cost recovery fees, an amendment would be required to the Vacant Building By-law to amend the definition of vacant buildings to clearly specify when a vacant building requires enforcement intervention (abandonment, unresponsive owner, repeated break-ins) and to add a registration fee and additional regulations to achieve the municipal purpose of the By-law.

The By-law defines a vacant building as a building or part of a building that is not used by the owner, or is not occupied by the owner. This definition should be amended to more clearly define the municipal purpose of the By-law by adding references to the following: protection from entry of unauthorized persons; protection from entry of inclement weather, and wildlife into the interior of the building; disconnection of services; and partially or completely boarded up doors and/or windows.

A registration fee is recommended to cover off proactive inspection and administration costs. The fee amount is under discussion with the London Fire Department. Additional recommended regulations include posting signage with property owner, contact information for emergency purposes or inquiries.

What enforcement actions are recommended?

MLEOs will proactively enforce the Vacant Building By-law. Where violations are found, Orders will be issued. Where Orders are not complied with, MLEOs will have the option to issue penalties under the Administrative Monetary Penalties System (AMPs) By-law. AMPs are currently being used to address parking violations. The protocol of using AMPs is to address other by-law violations, and will be implemented in Q2 2020. Civic Administration will continue to recommend the demolition of buildings where repeated violations are not being addressed by the property owner.

CONCLUSION

Abandoned vacant buildings place an inordinate strain on first responders and municipal staff. Civic Administration recommend amendments to the Vacant Building By-law on the following: strengthen the definition of vacant building, creating a formal registry including a fee, and creating additional signage regulations to identify vacant buildings. A proactive enforcement program is recommended including the application of the Administrative Monetary Penalties By-law to address by-law violations.

PREPARED BY:	SUBMITTED BY:
O. KATOLYK, MLEO (C) CHIEF, MUNICIPAL LAW ENFORCEMENT OFFICER	G. KOTSIFAS, P. ENG. MANAGING DIRECTOR OF DEVELOPMENT AND COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE FEBRUARY 19, 2020
FROM:	G. KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT & COMPLIANCE SERVICES & CHIEF BUILDING OFFICIAL
SUBJECT:	PROPERTY STANDARDS BY-LAW PROPOSED AMENDMENTS

RECOMMENDATION

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official:

- (a) This report **BE RECEIVED** for information purposes; and
- (b) Civic Administration **BE DIRECTED** to prepare amendments to the Property Standards By-law and hold a Public Participation Meeting before the Community and Protective Services Committee to modernize the regulations and enhance heritage related matters.

BACKGROUND

The Property Standards By-law (By-law) was passed by Council in 1999. The authority for the By-law comes from the Building Code Act. The By-law requires property owners to maintain both interior and exterior conditions including all buildings and structures associated with the property. The intent of the By-law is to provide a level of protection and safety for tenants, occupants and surrounding neighbours by making living conditions suitable.

In February 2019, Civic Administration advised Council that the By-law merits a full review due to changes in the Ontario Building Code and issues raised by MLEOs when inspecting properties as part of the Residential Rental Licence By-law application process. One of the strategies in the City's Strategic Plan is to improve regulatory processes and by-law requirements.

In October 2019, Council directed a review of maintenance regulations related to heritage buildings. (In a separate report, Civic Administration recommends amendments to the Vacant Building By-law.) This report also addresses heritage matters from a property standards perspective.

How is the Property Standards By-law Enforced?

Property Standards By-law occurrences are initiated by the following:

- Tenant or community complaint
- Referral from partner agency
- Proactively as part of rental licence inspection

In 2019, there were approximately 1,300 Property Standards By-law occurrences. Of the 8,300 total occurrences, the Property Standards By-law is the second most active by-law after the Yard and Lot Maintenance By-law.

When a complaint is received from a tenant (usually dealing with the interior condition of the rental unit), the complainant is requested to advise the landlord in writing of the deficiencies inside the rental unit, and provide the landlord reasonable time to resolve the issues. Normally, reasonable time would be two to three weeks. If compliance is not achieved, the complainant is asked to forward a copy of the letter that was submitted to the landlord or agent to the City; where the complaint involves a safety issue, such as electrical or structural, the requirement to have the tenant advise the landlord is not required as per the property standards complaint process. The Ontario Fire Code requires tenants to notify landlords with respect to smoke and carbon monoxide alarms.

When the complaint is made by neighbours, the issue normally involves an exterior infraction such as, the condition of the exterior of the building or other exterior property maintenance issues. For these types of complaints, there is no requirement for the complainant to notify the owner of the subject property. The City responds to these complaints on a priority basis.

Over the past few years, all applications for residential rental licenses require a property standards inspection performed by MLEOs. In the past, property owners submitted self-certification forms confirming compliance with City By-laws. Random inspections concluded that this format was not meeting the principles of the By-law focusing on public safety.

What amendments are proposed to the By-law?

The following amendments are proposed to reflect updated OBC regulations and to reflect observations made during inspections:

- Add definition of Concealed Space Agreement – this amendment would reflect the current practice of registering on title document prohibiting the occupancy of a finished space which does not comply with the By-law (i.e. basement or attic space).
- Add definition of Duct Tape Smoke Interlock Detector – this amendment would provide clarity to Orders addressing HVAC air handling systems. This regulation also has implications for compliance with the Ontario Fire Code where the detectors are related to the fire alarm system.
- Add definition of Unfinished Space/Area – this amendment would clarify exposed ceilings, walls and flooring.
- Amend section 3.1.2, Neat and Tidy Includes – by adding a reference to sink holes and impressions.
- Amend section 3.2.1, Accessory Buildings Maintained – by deleting farm buildings to allow for standards to be applied to farm structures.
- Amend section 3.4.1, Retaining Walls Maintained – by amending the height to reflect the Ontario Building Code (OBC).
- Amend section 3.5.1, Refuse–Collected–Stored – by amending the revised by-law title to Municipal Waste and Resource Materials Collection By-law.
- Amend section 3.5.4, by removing reference to Fire Code – for redundancy purposes.
- Amend section 3.5.6, Temporary Storage-Provided – by adding reference to containing temporary storage.
- Amend section 4.1.2, Doubt-Structural Condition / Engineers Report – by adding clarity to peer review, an engineering report.
- Amend section 4.3.6, Windows-Screens – by amending to revise dates to reflect seasonal changes.
- Amend section 4.5.5, Stairs-Unfinished – Basement Guard – by referencing unfinished space.
- Amend section 4.5.8, Handrail-Provided-Maintained – by amending the height to reflect the Ontario Building Code.
- Amend section 4.5.9.1, Handrail-Both Sides – by amending to clarify application to three or more risers.
- Amend section 4.5.10.1, Stairs-Interior-Single Dwelling – by amending to reflect stairs which curved in various degrees.

- Amend section 4.5.10.2, Stairs-Residential Not Within – by amending to reflect stairs which are curved in various degrees.
- Amend section 4.7.1, Interior Maintained – by amending to reflect maintenance of elevator cages.
- Amend section 4.7.2, Interior-Free-Stairs-Defacement – by amending to address interior walls and ceilings.
- Amend 4.8.5, Headroom-Heights – by amending to reflect service rooms and service spaces which have laundry amenities; addressing unfinished spaces and door frames.
- Amend section 4.8.8, Windows Provided – by amending to reflect natural light.
- Amend 4.8.12, Facilities Maintained – by amending to address multi-unit security devices.
- Amend section 4.10.1, Free of Pests – by amending to add other pests to address issues such as bed bugs.
- Amend section 5.2.3, Portable Heating, Not Used Primary Source – by amending to address multi-unit duct smoke detectors.
- Amend Schedule “A” – Fees – by revising fees.

What amendments are proposed to address heritage related matters?

Amendments to the By-law were made in 2007 to address maintenance issues related to heritage properties. Heritage related amendments pertained to specific minimum provisions to conserve heritage attributes and to address the deterioration of vacant heritage structures.

As part of the review in 2007, a regulation was included requiring vacant heritage buildings to maintain appropriate utilities to heat the structures to prevent damages caused by fluctuating temperatures and humidity. Over the past several years, MLEOs have issued Orders to heat vacant heritage buildings. This provision has been reviewed by several staff with expertise in heritage conservation, structural engineering, and fire prevention. The issue with vacant heritage buildings is that without proper ventilation and heat, moisture from condensation may occur which can cause damage by wetting plaster, peeling paint, staining woodwork, warping floors and in some cases, causing freeze/thaw damage to the interior of the structure. If moist conditions persist, structural damage can result from rot. A review of heritage conservation literature, and municipal by-laws, offer varying opinions and regulations on heating vacant buildings. A “one size fits all” solution is neither practical nor achievable.

Once a vacant building is secured by boarding up windows and doors, there are so many variables that affect the condition of the interior space, including air flow, the condition of the roof, the presence of insulation, and the condition of the utilities. The Fire Prevention office has raised concerns with the introduction of an ignition source to heat a vacant building as the presence of the heat source has the potential of creating an elevated fire risk. Adding a heat source in a vacant building also has the unintended consequence of inviting squatters to heated buildings.

Based on these discussions, an amendment is proposed to the current requirement of heating all vacant heritage buildings.

Section 2.8 – Vacant Buildings on Designated Heritage Properties – the amendment will require the following: Once a vacant heritage building is secured, the building must be individually evaluated by professionals specializing in the area of building science, heritage conservation, fire prevention, and life safety to determine a heating and ventilation installation and maintenance plan in an effort to conserve the heritage attributes of the structure.

This proposed amendment recognizes the uniqueness of each heritage structure and risks related to the vacant building.

How will the Heritage Property Regulations be enforced?

The enforcement of the heritage property provisions in the By-law will be done in the same manner as the other provisions in the By-law. The only additional step in the process will be that the MLEOs, together with the Heritage Planners, will conduct proactive blitzes on heritage designated properties in order to identify property standards violations proactively. Property Standards Orders will be used to enforce the By-law. Where compliance is not achieved, MLEOs will have the discretion to issue Administrative Monetary Penalties (AMPs). A report applying AMPs to non-parking violations will be presented to the Community and Protective Services Committee (CPSC) in March/April 2020.

In a separate report for the February 19, 2020 CPSC, proposed amendments to the Vacant Building By-law are presented, which will be enforced together with the Property Standards By-law.

CONCLUSION

One of the strategies in the City’s Strategic Plan is to improve regulatory processes and by-law requirements. The City’s Property Standards By-law has not had a full review since its adoption in 1999. The proposed amendments reflect many of the regulations in the Ontario Building Code as well as observations made by Municipal Law Enforcement Officers in their duties inspecting premises either as the result of a complaint or a licence application. The proposed amendments also focus on enhancing the regulation pertaining to vacant heritage structures. Enforcement of the heritage provisions in the By-law are proposed to be implemented using a proactive blitz format in partnership with the City’s Heritage Planners.

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

TO:	COMMUNITY AND PROTECTIVE SERVICES COMMITTEE FEBRUARY 19, 2020
FROM:	G. KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT & COMPLIANCE SERVICES & CHIEF BUILDING OFFICIAL
SUBJECT:	SHORT-TERM ACCOMODATIONS PROPOSED REGULATIONS

RECOMMENDATION

That on the Recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to Short-term accommodations:

- (a) This report **BE RECEIVED** for information purposes; and
- (b) Civic Administration **BE DIRECTED** to amend all necessary By-laws to address Short-term accommodations and hold a Public Participation Meeting before the Community and Protective Services Committee (CPSC).
- (c) Civic Administration **BE DIRECTED** to continue consulting with Short-term accommodation platforms on the further collection of Municipal Accommodation Tax.

PREVIOUS REPORTS

- April 25, 2017 – CPSC – Short-Term Accommodations – Information Report
- May 1, 2018 – CPSC - Short-Term Accommodations – Information Report
- June 25, 2018 – SPPC – Municipal Accommodation Tax – required agreements and by-laws.

BACKGROUND

In 2017, Civic Administration was directed to report back at a future meeting of CPSC, with respect to short-term rentals to address zoning, licensing, and taxation. Staff presented a number of regulatory options, and at that time Council determined that it was not necessary to regulate short-term accommodations.

On October 16, 2019, Council resolved:

*That the Civic Administration **BE REQUESTED** to report back to the Community and Protective Services Committee with respect to potential regulatory options that could be put in place to address short-term rental accommodations in London; it being noted that the communication dated September 26, 2019, from Councillor A. Hopkins, was received with respect to this matter.*

The term short-term accommodation (STA) has been used to describe the use of all or part of a dwelling unit for sleeping and lodging accommodations for a short period of time. Traditionally, hotels, motels, hostels and bed/breakfasts only offered these services. Short-term rentals are occurring in a variety of dwelling types including: detached houses, townhouses, and apartment buildings. STA's are typically operated by owner occupants, tenants, property investors and management companies. They are often listed on internet platforms such as Airbnb, Homeaway, Vacation Rentals by Owner (VRBO), Craigslist and Kijiji.

Staff are aware that the issue of STA's requires an acknowledgement of the sharing economy coupled with the municipal role of public safety and residential stability. In Ontario, home-sharing is one of the fastest growing sectors in the sharing economy. The growth of home-sharing globally has been driven by consumers looking for greater choices, flexibility and lower costs, and hosts looking for the opportunity to earn extra income.

2018 PUBLIC SURVEY RESULTS

In 2018, an online survey was posted on the City's getinvolved.london.ca portal, seeking input from Londoners, including short term accommodation users and property owners. A total of 811 responses were received. The following are some key survey observations:

- ¾ of the respondents are home owners
- 19% live near a STA
- 55% have stayed at a STA
- 14% have operated a STA
- 80% feel that property owners should be permitted to operate a STA
- 12 % feel that STAs should not be permitted
- 72% feel the entire home should be permitted as a STA
- Property maintenance and personal safety was ranked as a very important element
- Traffic and loss of rental units was ranked as least important

In terms of regulations, the survey results indicated:

- 6 out of 10 respondents supported regulating STA's
- 40% supported licensing individual rental properties
- 34% supported licensing rental platforms
- 35% supported limiting STA's to principal residences only.

CONSULTATION

STA Community Information Meeting

On December 5, 2019, City of London staff hosted a community meeting to discuss possible short-term rental accommodation regulations. The following is a summary of feedback that was received during this meeting:

- Approximately 70 people attended and 90% of attendees were Airbnb hosts.
- Many landlords host STA's because of problematic tenants and the difficulties of evicting tenants.
- STA's provide options for family related hospital stays and are normally cheaper than hotels for longer stays.
- Improves conditions of houses.
- STA is part of sharing economy.
- Economic impact can include: cleaning services, linens, towels, restaurants.
- Affordable housing for hosts.
- Helps first time homeowners.
- Bringing people together.
- Party houses can be an issue / noise can be an issue.
- Problem with absentee landlords.
- Impact on rental market.
- Garbage issues – (by-law already in place).
- 180 maximum day restriction will have the same issues.
- Stronger enforcement of existing by-laws is required.
- Use existing Rental by-laws to licence STA.
- Generally, attendees did not think principle resident regulations should be implemented.

London Housing Advisory Committee

On December 11, 2019, Staff presented an overview of the STA regulation options to the London Housing Advisory Committee. The Committee was advised that staff would be presenting a report to the Community and Protective Service Committee in Q1 2020, outlining a recommendation and next steps in the process.

ADVANTAGES AND DISADVANTAGES OF STA's

Advantage of STA	Disadvantage of STA
Income opportunities for residents who host, to help supplement income, pay their rent, mortgage or other costs.	Loss of units for the long-term housing supply, with fewer units available to renters.
Accommodations for family visitors close by in the neighbourhoods where the families live.	Absent hosts / allowance of disruptive parties and excessive numbers of guests.
Flexibility for families being able to rent a unit in their home, while preserving the unit for visiting relatives, or for elderly family members or young family members re-uniting with the household.	Disruption by way of excessive guest traffic, garbage, parking and noise.
Greater affordability for diverse lifestyles.	Loss of confidence by neighbors for their personal security, possible criminal incidents and property damage.
Increased tourism and travel from a greater variety of accommodations options and diverse prices.	At the public meeting, hosts felt that STA properties were better managed than long term rentals.
Typically, cheaper than hotels for extended stays, especially for stays for medical reasons.	Tenants and condo owners placing properties online without the landlord or condominium board's consent or knowledge.
Contributes to sharing of the economy.	Impact on hotel industry.

Pros of regulating STA	Cons of regulating STA
<p>Hotels Hotel operators are generally not against STA's when it comes to the company's original intention of allowing people to make available their own homes for short-term accommodations. What they dislike, is the commercialization of Airbnb and the ghost hotel concept.</p>	<p>Investor Hosts People who have purchased homes or condo units specifically for short-term rental income could be affected by short-term rental regulations.</p>
<p>Resident Hosts Eliminating rental units from the market provides a benefit to hotels.</p>	<p>Offshoot businesses There are property managers and cleaning companies, for example who might lose homes in their portfolios if it is decided that investment properties are prohibited from being in the short-term rental market.</p>
<p>Residential neighbourhoods From a municipal perspective the most common reason for implementing short-term rental regulations is the need to protect neighborhoods from problematic properties.</p>	<p>Short-term rental customers Removing competition from the short-term accommodation market will give visitors fewer choices. The removal of potentially hundreds of short-term rental units will narrow the selection for tourists and business traveller.</p>

REGULATORY APPROACH IN OTHER CITIES

Ottawa	<ul style="list-style-type: none"> • December 2019, Ottawa City Council approved the framework for the City of Ottawa to write a short-term rental bylaw. • Including regulations that hosts will only be allowed to rent out a property if it's their primary residence and will have to pay a \$100 licence fee to the City. • The new short-term bylaw still yet to be written and approved by Council.
Toronto	<ul style="list-style-type: none"> • Licensing of short-term rental companies and registration of operators will begin in spring 2020. • Within a person's primary residence, regulations include permission to rent up to three bedrooms in a unit for an unlimited number of nights per year (up to a maximum of 28 days per stay) or their entire home for a maximum of 180 nights per year. • Operators will be required to pay registration fee of \$50 per year and post their City-issued registration number in all advertisements. • These regulations have been appealed.

Niagara-on the Lake	<ul style="list-style-type: none"> • All Short-term Rentals within the Town of Niagara-on-the-Lake must be licensed in order to operate. • This includes: Bed and Breakfast Establishments, Cottage Rentals, Country Inns, Vacation Apartments and Villas.
Collingwood	<ul style="list-style-type: none"> • The Town of Collingwood does not allow for short-term accommodations unless the home is approved as a Bed and Breakfast. • The investigation into such units in the Town of Collingwood are complaints driven, and homeowners found to be conducting a short-term accommodation business may be issued a fine.

Airbnb Statistics: January 1, 2019 – January 1, 2020

- In the last 12 months, Airbnb hosts in London earned approximately **\$7.7** million sharing their home.
- The nights hosted in a typical listing is **106** nights annually.
- The average length of stay per guest on our platform in London is 4.1 nights.
- Of the **1,100** active listings in London, **53%** are entire homes and **46%** are private rooms within a home.
- **24%** of the listings include 31 day stays.
- **33%** of the listings include 7-21 day stays.
- There were **57,000** inbound guest arrivals from January 2019-January 2020.
- The listings also include options for boutique hotels, traditional bed and breakfasts, and corporate housing providers that advertise on the platform.
- Listings can include entire homes or a private room in a home.
- For example, one weekend the entire home can be listed and then the next weekend, 2 bedrooms are listed in the same house, varying the total # of listings.

CITY OF LONDON

Municipal Accommodation Tax

In January 2018, Municipal Council endorsed the implementation of a transient accommodation tax and directed Civic Administration to report back with the necessary implementation documentation. At the Strategic Priorities and Policy Committee on June 25, 2018, Civic Administration presented the necessary by-laws and agreements to implement the Municipal Accommodation Tax (MAT) program. At Council the next day, Municipal Council approved the by-laws and agreements for implementation effective October 1, 2018. At that time, it was determined that short-term rentals would be exempt from MAT, pending further review. The decision on how to license short-term rentals impacts the process for collecting MAT on these properties. After Council approves the licensing process for short-term rentals, Civic Administration will bring forward the necessary by-laws and agreements to begin collecting MAT on these establishments.

Enforceability

Under current regulations, enforcement can be difficult. To act on a violation, a by-law enforcement officer must:

- Identify the unit that is being rented.
- Prove that it is being rented on a short-term basis.
- Prove the number of days that the unit has been rented.

With most online platform bookings, the general neighbourhood of a rental unit is shown to potential guests, along with photos. Usually the exact location and name of the host is concealed until after the rental transaction has been completed. After determining the address, perhaps aided by a complaint, the officer must find evidence that the unit is rented on a short-term basis. The fact that a location is advertised is not adequate evidence for a charge.

Possible Regulations

The following is a sample of regulations for consideration:

- **License platforms** – Similar to licensing transportation network companies (as part of the vehicle for hire regime). Conditions may be placed on the licensees such as advertising regulations and data sharing;

- **License operators** - Municipalities may license hosts/operators or utilize existing licensing regimes (i.e. rental housing) to ensure compliance with the municipality's community safety by-laws.
- **Principal residences** - Several municipalities have imposed restrictions on income properties as STA's to protect the availability of long-term rental stock where only principle residences can be used as short-term rental accommodations. A principle residence can mean a dwelling unit owned or rented by an individual person, either alone or jointly with others, where the individual person is normally the resident.
- **Consecutive days of rental** - Municipalities have explored the regulatory option of establishing a cap on the number of consecutive days a unit can be rented in order to distinguish short-term rentals from long-term rentals;
- **Maximum number of days** - Municipalities have considered the regulation of restricting the number of days per year a unit can be rented out on a short- term basis. This regulation is directly related to the use of properties as principal residences;
- **Maximum number of guests** - Municipalities have deliberated on restricting the number of permitted guests. The purpose of this regulation is to address "party houses".
- **Local Contact Requirement** – Municipalities have discussed a requirement to have a local contact available at all times to respond to issues, and who is available to attend to the short-term accommodation within a one (1) hour from the time of contact by telephone or email. This will help to alleviate concerns associated with long distance landlords and help to encourage responsible behaviour and limit disturbance within the neighbourhood.

STAFF RECOMMENDATIONS

Based on the above list of possible regulations, the following regulatory approach is recommended:

1. Amend the **Residential Rental Units Licensing By-law** (CP-19) to create a new class of a rental licence to allow for STA's.

The applicant would be required to:

- Apply for a Short-term accommodation rental licence and meet eligibility conditions required by the Residential Rental Unit Licence By-law.
- Publish the valid City registration number with any advertising.
- Provide details on the proposed property, proposed rental accommodation, maximum occupancy, whether the property is the principal residence of the applicant, and other relevant information required by the City.

2. Amend the **Business Licensing By-law** (L.-131-16) to licence platforms who provide for STA's.

This amendment would include the registration of all web platforms which list STA properties in London. The licencing of web platforms is particularly helpful from an enforcement perspective. As an example, the web platforms can provide information on the hosts and the properties they rent, by requiring hosts to post their registration numbers which can then be confirmed by the City.

The minimum requirements of a short-term rental platform may include:

- Inform London hosts when they list that the City of London now regulates short-term accommodations and requires the registration of host properties.
 - Provide a space in host listing web-forms for the host to enter their municipal licence number.
3. Amend the Z.-1 **Zoning By-law** to amend existing 'Lodging House, Class 1' definition and 'Lodging House, Class 2' definition.
 - Currently, both Lodging House definitions include restrictions on number of 'persons'.
 - This house keeping amendment would remove the word 'persons' and replace with 'maximum number of bedrooms'.
 - This amendment would better align with the Residential Rental Unit Licencing By-law.

CONCLUSION

Regulating and licencing STA's will help to ensure that occupants are provided with safe accommodations and that STA operators are made aware of their responsibilities to comply with all City of London By-laws and regulations. These new regulations will assist in to protecting the character, amenities, and quality of existing residential neighbourhoods. The following amendments are recommended:

- Amending the Residential Rental Units Licensing By-law to create a new class of a rental licence to allow for STA's.
- Amending the Business Licensing By-law to licence STA platforms.
- Amend the Z.-1 Zoning By-law to clearly define Short-term accommodations.

On June 26, 2018, Municipal Council approved the necessary by-laws and agreements to implement a Municipal Accommodation Tax effective October 1, 2018. At that time, it was determined that short-term rentals would be exempt from MAT, pending further review. If Council approves the licensing process for short-term rentals, Civic Administration will bring forward the necessary by-laws and agreements to begin collecting MAT on these properties.

Civic Administration recognize that STA's are one of the fastest growing sectors of the sharing economy, and that municipalities play a key role in ensuring public safety and residential stability. Civic Administration recommends that a public participation meeting be held to receive public comments on draft by-law amendments to a number of by-laws, to regulate STA's.

PREPARED BY:	SUBMITTED BY:
O. KATOLYK, MLEO (C) RPP CHIEF, MUNICIPAL LAW ENFORCEMENT OFFICER	G. KOTSIFAS, P. ENG. MANAGING DIRECTOR OF DEVELOPMENT AND COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL



Short term accommodations

Proposed Regulations

Community and Protective Services Committee

February 19, 2020

Nicole Musicco – Specialist, Municipal Policy
Development & Compliance Services

What are Short term accommodations ?



craigslist



Booking.com



kijiji[™]

History

→ 2017

→ 2018

→ 2019

TO:	COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MAY 1, 2018
FROM:	G. KOTSIFAS, P. ENG. MANAGING DIRECTOR OF DEVELOPMENT AND COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL
SUBJECT:	SHORT TERM ACCOMMODATIONS

RECOMMENDATION

That on the Recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to Short Term Accommodations:

A) This report **BE RECEIVED** for information purposes;
 B) Civic Administration **BE DIRECTED** to hold a public participation meeting before the Community and Protective Services Committee on draft by-law amendments to a number of by-laws, to address licensing, zoning and taxation issues with a focus on the municipal purposes of health / safety and residential stability.

PREVIOUS REPORTS

April 25, 2017 – CPSC – Short Term Accommodations – Information Report

BACKGROUND

Civic Administration was directed to report back at a future meeting of CPSC, with respect to short term rentals to address zoning, licensing and taxation.

The term short-term accommodation (STA) has been used to describe the use of all or part of a dwelling unit for sleeping and lodging accommodations for a short period of time. Traditionally, hotels, motels, hostels and bed/breakfasts only offered these services. Short-term rentals now occur in a variety of dwelling types including: detached houses, townhouses, and apartment buildings. STAs are operated by owner occupants, tenants, property investors and management companies.

STAs are often listed on internet platforms such as Airbnb, Homeaway, Vacation Rentals by Owner (VRBO), Craigslist and Kijiji. Civic Administration has consulted with Airbnb and the following London specific data was provided for 2017:

- 400 active hosts
- 540 active listings
- 47% of the listings are entire homes, 51% private rooms, 2% are shared rooms
- Average host age: 41
- Typical nights hosted: 73
- Average length of stay per guest: 4 nights
- Typical annual host earnings: \$4,200 (CAD) annually

In order to seek input from Londoners, including short term accommodation users and property owners, an online survey was posted on the City's getinvolved.london.ca portal. A total of 811 responses were received. The survey results are illustrated in Appendix A. The following are some key survey observations:

- ¾ of the respondents are home owners
- 19% live near a STA
- 55% have stayed at a STA
- 14% have operated a STA





2018 Public Survey Results

- **19%** live near a STA / **14%** have operated a STA
- **80%** - should be permitted to operate a STA
- **72%** - entire house should be permitted as a STA

- **6/10** respondents supported regulating STA's
- **40%** supported licensing individual rental properties
- **34%** supported licensing rental platforms

Why regulate STA?

- Safe accommodations.
- Public Safety.
- Residential Stability.





London
CANADA

Possible by-law /administrative considerations

- Residential Rental Licensing by-law
- Zoning by-law
- Business Licensing by-law
- Local contact requirement



Good Morning City of London Officials at "cpsc", Orest, Heather, Nicole, Shawn, Anna, and Maureen.

I understand a meeting regarding London Airbnb regulations is planned in the immediate future.

In keeping, I wanted to express my thoughts and experience regarding Airbnb's to you.

My home is located in an older area of London and immediately next door to an Airbnb. I am a long term London resident and third generation owner of my home. The owners of the Airbnb have changed a residential home into a commercial property and as direct competitors to the hotel/motel industry should pay commercial taxes. Why should my residential taxes support their commercial business?

This rental property is advertised 3+1 bedrooms, parking for three cars and maximum eight "guests".

Curbside parking on my street is limited to nine legal spots. These "guests" monopolized six street parking spaces for most of the day and into the night during the last long weeken and this has happened in the past numerous times.. My residential street is now a hotel parking spot! How would you like this on the street where you live?

How to you control the number of "guests" at Airbnb locations? I counted over 16 "guests" at this property. Next door is currently a dormatory!

The owners of this commercial property could rent out the home for perhaps \$1800 monthly (\$21,600) for long term tenants. Why would they do that when they can appreciate almost triple the return \$120/day = \$2600/month = \$43,200 MINIMUM, and not be faced with the aggravation of evicting bad long term tenants? \$120/day = 8 guests is \$15 per guest = cheap living!

On a side note I have complained to the City of London of unregistered rental units on another Street to NO AVAIL of a positive response. One property owner owns more than many rental properties within the city and these properties should be investigated as well. These properties have been rental properties for more than 40 years! Clearly, two or three electric meters, multiple mailboxes, garbage and blue boxes per building would be an indicator.

Airbnb's are all about greed. Owners are only concerned about the money coming in and that "guests" do not damage the property. Airbnb's truly unravel the fabric of what "neighbourhood" means. The "guests" are not connected and do not contribute to the neighbourhood - they are "ghost visitors" that come and go.

To add further insult, the various "guests" at this commercial property have used my driveway for fast food delivery, luggage delivery, taxi/uber service, and as a "park and fly" more than many times.

I attended the recent Airbnb meeting orchestrated by Orest Katolyk and Nicole Musicco.

They both get five stars for organization and professionalism. About 90% of attendees were owners of these commercial properties. These Airbnb and BnB owners were

militant and proud of their achievements of helping "guests" who could not afford to stay at hotels/motels and that they were offering a needed service. Many spoke proudly that their neighbours were so appreciative of their hard work improving the exterior curb appeal etc. I have never heard such BS in my life!! Again, it's all about money.

If you tax these property owners properly, then perhaps those tax dollars will help minimize my residential tax.

Thank you for taking the time to read the above. Please contact me should you have further questions.

Please keep me informed as well.

G. Webster

Community Safety and Crime Prevention Advisory Committee

Report

The 1st Meeting of the Community Safety and Crime Prevention Advisory Committee
January 23, 2020
Committee Room #3

Attendance PRESENT: B. Gibson (Chair), J. Campbell, D. Luthra, B. Fragis, M. Hackett, T. Khan, B. Madigan, B. Rankin and J. Slavin and H. Lysynski (Clerk)

ALSO PRESENT: R. Brittan, J. Kostyniuk and M. Morris

ABSENT: I. Bielaska-Hornblower, L. Fay, L. Krobisch and D. MacRae

The meeting was called to order at 12:23 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 term ending November 30, 2020

That B. Gibson and B. Rankin BE ELECTED Chair and Vice Chair, respectively, for the term ending November 30, 2020.

2. Scheduled Items

2.1 Accessibility for Ontarians with Disabilities Act Training

That consideration of the presentation from M. Stone, Accessibility Specialist, with respect to the Accessibility for *Ontarians Disabilities Act* training BE POSTPONED to the next Community Safety and Crime Prevention Advisory Committee.

2.2 Connected and Automated Vehicle Strategic Plan

That it BE NOTED that the Community Safety and Crime Prevention Advisory Committee received the attached presentation from M. Morris, Transportation Design Engineer and J. Kostyniuk, Traffic and Transportation Engineer, with respect to the Connected and Automated Vehicle Strategic Plan.

2.3 London Police Services Orientation

That it BE NOTED that the Environmental and Ecological Planning Advisory Committee heard a verbal presentation from C. Carne, London Police Services, with respect to the activities and initiatives undertaken by the London Police Services with respect to community safety and crime prevention.

3. Consent

3.1 7th Report of the Community Safety and Crime Prevention Advisory Committee

That it BE NOTED that the 7th Report of the Community Safety and Crime Prevention Advisory Committee, from its meeting held on November 23, 2019, was received.

4. Sub-Committees and Working Groups

None.

5. Items for Discussion

5.1 Proposed Crime Prevention Program

That the following actions be taken with respect to a proposed Crime Prevention Program:

a) the London Police Services Board BE REQUESTED to ask the London Police Services to provide statistics, including the date and time of the incident, the location of the incident and any cause known for the incident to occur and to include the outcome of the incident with respect to incidents of violence or potential violence that were reported within parks, parking lots and facilities that are owned by the City of London in 2019, in the following categories to a future meeting of the Community Safety and Crime Prevention Advisory Committee:

- i) homicide;
- ii) attempted murder;
- iii) assaults;
- iv) sexual assault;
- v) disturbances; and,
- vi) robbery;

b) Corporate Security BE REQUESTED to provide statistics, including the date and time of the incident, the location of the incident and any cause known for the incident to occur and to include the outcome of the incident with respect to incidents of violence or potential violence that were reported within parks, parking lots and facilities that are owned by the City of London in 2019, in the following categories to a future meeting of the Community Safety and Crime Prevention Advisory Committee:

- i) homicide;
- ii) attempted murder;
- iii) assaults;
- iv) sexual assault;
- v) disturbances; and,
- vi) robbery;

c) the attached communication from J. Slavin BE FORWARDED to the London Police Services and Corporate Security for their consideration.

5.2 (ADDED) CSCP Work Plan

That consideration of the Community Safety and Crime Prevention Advisory Committee 2020 Work Plan BE POSTPONED to a special meeting to be held in February, 2020.

6. Adjournment

The meeting adjourned at 2:20 PM.

Item 2.2



Connected and Automated Vehicles

Preparing a Strategic Plan for London



CAVs in the Province of Ontario

- **Pilot Project – Automated Vehicles** ([Ontario Regulation 306/15](#))
 - Originally took effect January 1, 2016
 - Last consolidation January 1, 2019 (O.Reg. 517/18)
 - Pilot regulation is due to be revoked on January 1, 2026
- Ontario was **first province in Canada** to establish on-road pilot test program for CAVs.
- Ontario Pilot Project applies to **SAE Automation Levels 3, 4, and 5**.



Other Key Initiatives and Resources

- [Autonomous Vehicle innovation Network \(AVIN\)](#) in Ontario
- City of Toronto [Automated Vehicle Tactical Plan](#)
- SAE International [J3016 Levels of Driving Automation](#)
- Transportation Association of Canada (TAC) [Lexicon of Terms for CAVs](#)

SAE INTERNATIONAL SAE J3016™ LEVELS OF DRIVING AUTOMATION

	SAE LEVEL 0	SAE LEVEL 1	SAE LEVEL 2	SAE LEVEL 3	SAE LEVEL 4	SAE LEVEL 5
What does the human in the driver's seat have to do?	You are driving whenever these driver support features are engaged – even if your feet are off the pedals and you are not steering.			You are not driving when these automated driving features are engaged – even if you are seated in "the driver's seat".		
What do these features do?	These features are limited to providing warnings and momentary assistance.			These features provide steering OR brake/acceleration support to the driver.		These features provide steering AND brake/acceleration support to the driver.
Example Features	• automatic emergency braking • blind spot warning • lane departure warning	• lane centering OR • adaptive cruise control	• lane centering AND • adaptive cruise control at the same time	• traffic jam chauffeur	• local driverless taxi • pedals/steering wheel may or may not be installed	• same as level 4, but feature can drive everywhere in all conditions



City of London's CAV Progress

- Staff began **monitoring and researching CAV developments** in 2016 in response to the Ontario Pilot Project.
- Developed a **CAV Staff Report and Technical Background** (CWC, May 28, 2018)
- Received **Municipal Council resolutions and direction** on June 12, 2018
- RTIWG **CAV Expert Panel** on February 21, 2019

Appendix A
Connected and Autonomous Vehicles:
Technical Background

Prepared for the Corporation of the City of London
Civic Works Committee Meeting
May 28, 2018

Item 2.2



Council's Strategic Plan 2019-2023

BUILDING a Sustainable City

Londoners can move around the city safely and easily in a manner that meets their needs.

EXPECTED RESULT

Increase access to transportation options.

STRATEGY

- Build more infrastructure for walking and bicycling.
- Continue to expand options and programs to increase mobility.
- **Develop a strategic plan for a future with connected and autonomous vehicles.**
- Support Londoners to access affordable public transit where they live and work.
- Implement the London Transit Commission (LTC) 5 Year Specialized Service Plan.
- Implement the LTC Ridership Growth Strategy.
- Implement a rapid transit system to improve the reliability and capacity of existing transit service and support London Plan city building.
- Implement the LTC 5 Year Conventional Service Plan.



Automated Vehicles

- Ideally, **Automated Vehicles (AVs)**:
 - Are capable of “**sensing**” the **surrounding environment**;
 - Use AI, sensors, and GPS to **successfully and safely navigate a transportation system**;
 - Provide **major improvements to road safety** by eliminating human driver error and distraction; and
 - Will likely be widely available and market-ready between **now and 2040 (i.e. 10-20 years)**.

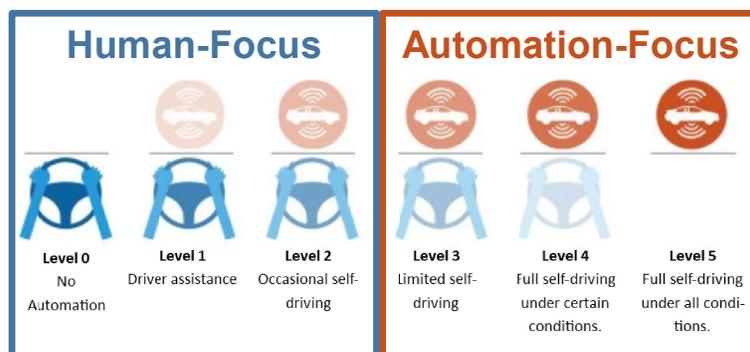


Item 2.2



Automation Levels Defined

- The **Society of Automotive Engineers (SAE)** international standard that classifies vehicles automated driving systems from:
 - **Level 0 = No Automation** to **Level 5 = Full Automation**



Connected Vehicles

- Interrelated with AVs, **Connected Vehicle (CV)** technology provides up-to-date information to vehicles through a **variety of communications channels**.
- Types of CV technology include:
 - **Vehicle-to-Vehicle (V2V)**
 - **Vehicle-to-Infrastructure (V2I)**
 - **Vehicle-to-Everything (V2X)**

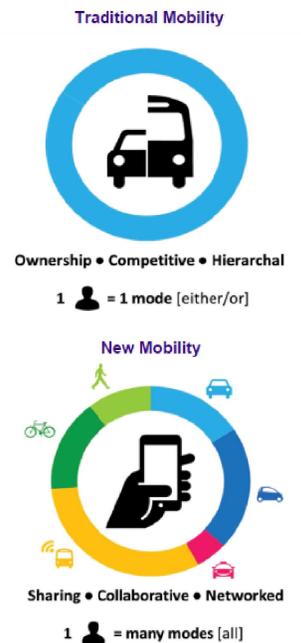


Item 2.2



New Mobility and Potential

- AVs have the potential to **benefit the environment, society, and safety**.
- Two primary **ownership models** are anticipated:
 - **Individual Ownership** of widespread vehicles, similar to today; or
 - **Shared Ownership** similar to car-sharing, ride-sharing, or Mobility-as-a-Service (MaaS).



CAV Strategic Plan – Purpose

To better understand and prepare for the introduction of connected and automated vehicles in our community in order to improve the lives of our citizens and minimize the environmental impact of this impactful technology as it becomes more commonplace.



CAV Strategic Plan – Vision

A sustainable community that integrates connected and automated vehicles into city-building and daily activities by pursuing improved safety, environmental stewardship, and travel mobility options.



CAV Strategic Plan – Mission

To engage internal and external stakeholders, identify potential implications of connected and automated vehicles, and provide a strategic plan and actions that will proactively prepare for the introduction of connected and automated vehicles.



CAV Strategic Plan – Values

- Alignment with the London Plan
- Driven by community
- Environmental and climate sustainability
- Responsible governance
- Human health and community safety
- Information security and privacy
- Integrated mobility
- Supporting innovation
- Proactive leadership
- Stakeholder collaboration



Strategic Areas of Focus

1. Social Equity and Health
2. Environmental Sustainability
3. Economic Sustainability
4. Data Privacy, Security, and Governance
5. Urban Form
6. Road Safety and Security
7. Integrated Mobility
8. Transportation System Efficiency
9. City Fleet and Services

Item 2.2



CAV Strategic Plan Timeline



Initial Engagement

Gather initial public feedback for development of the upcoming Connected and Automated Vehicles Strategic Plan for London until **February 21**.

<https://getinvolved.london.ca/automated-vehicles>

Advisory committee initial feedback/resolutions provide by **April 28**.

Item 5.1

November 30, 2019

Community Safety and Crime Prevention Advisory Committee

Response to Request received at the 7th Meeting of the Community Safety and Crime Prevention Advisory Committee, November 28, 2019, 12:15 PM for more information on the Crime Prevention Program to reduce the causes of violence and possible violence at Facilities owned by the City of London such as facilities, parks and parking lots.

Mission Statement

A Crime Prevention Program is developed that ensures the City of London Facilities are maintained at a safe level for all the employees and everyone that works at and attend those facilities.

Overall Goal of the Program

The overall goal is through crime analyses to identify the most vulnerable facilities that are susceptible to violent crimes in the City of London and develop a pro-active program(s) to eradicate the causes of that violence or possible violence.

Objectives of the Program

1. Gather information (complaints investigated and outcome of the investigations) and data from London City Police and Corporate Security about crimes that were committed in 2019 in the categories of homicide, attempted murder, assaults, sexual assault, disturbances and robbery.
2. Identify the facilities most susceptible to violent crime in the City of London and the causes of those crimes.
3. Develop a Crime Prevention Program that eliminates the causes of violent crimes in the most susceptible facilities in the City of London.

Tasks of the Program

- 1. Obtain information from the London City Police and Corporate Security on incidents of violence or potential violence that were reported within parks, parking lots, and facilities that are owned by the City of London. Also, the outcome of those incidents that occurred in 2019.**

The information needed is in the categories:

- **Homicide**
- **attempted murder**
- **assaults**

Item 5.1

- **sexual assault**
- **disturbances**
- **robbery.**

Information required about the incidents reported is the following:

- **date and time of all incidents**
- **locations of all incidents i.e. name of facilities, parks and parking lots**
- **any cause known for the incident to occur**

Outcome of the investigations for all of the above incidents:

- **charges laid, convictions received, penalty received, warnings given, determined unfounded.**

2. Identify the most susceptible facilities to violent crimes and the causes of those crimes
3. Establish the number of unreported crimes in the identified area and the fear factor in that area.
4. Develop a program to eliminate the causes of violent crimes in the identified area.

Report of John Slavin, Member of the Community Safety and Crime Prevention Advisory Committee in response to a request for information from Corporate Security and London City Police at the November 28th Meeting of the CSCP Advisory Committee.



London
CANADA

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

January 28, 2020

Chair and Members of the
Community and Protective Services Committee

Re: Cost Recovery for Fire Services – Third Party Cost Recovery – Fire Marque

At the Federation of Canadian Municipalities Conference, I had an opportunity to talk to a vendor (Fire Marque) that provides third party cost recovery services for municipalities related to the provision of Fire Services. Subsequent to that discussion, I met with Cheryl Smith, Managing Director of Neighbourhood, Children and Fire Services and Deputy Fire Chief Richard Hayes to receive input with respect to my intent to bring forward a motion to request the Civic Administration to review and identify potential cost recovery opportunities of \$291,461 to \$485,769 annually to the City of London's Fire Department's Budget.

It is important to note, that it is my understanding that implementing a third party cost recovery process will not result in an added expense to the property owner or breach the privacy of the property owner. It is also my understanding that the *Municipal Act, 2001* permits the submission of requests for information from the Fire Marshal's Incident Reports that will facilitate the cost recovery process. This proposed funds that would be recovered would be obtained through the insurance policy of the property owner.

I am therefore seeking support of the following recommendation:

“That the Civic Administration BE DIRECTED to investigate and report back to a future meeting of the Community and Protective Services Committee in Q2 2020 with respect to opportunities for, and the viability of, cost recovery for Fire-related responses through property owners' insurance.”

Respectfully submitted,

Elizabeth Pelozo,
Councillor, Ward 12

Conestoga Hut Pilot

February 9, 2020

Dear chair and members of the Community and Protective Services Committee,

At our last meeting, we heard that five homeless individuals considered lodging in Conestoga Huts. As this may prove to be an inexpensive and valuable option in the future, we would ask that you support the following motion:

That staff report back by April 28 with a plan to pilot a small number of Conestoga Huts.

Sincerely,

Michael van Holst
City Councillor, Ward 1

Shawn Lewis
City Councillor, Ward 2

DEFERRED MATTERS

COMMUNITY AND PROTECTIVE SERVICES COMMITTEE

as of January 31, 2020

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
1.	<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 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,</p>	February 21, 2018	TBD	C. Saunders	
2.	<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	
3.	<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</p>	August 14, 2018	TBD	S. Datars Bere C. Saunders G. Kotsifas J. Fleming	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	<p>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>			<p>S. Stafford M. Hayward B. Card M. Daley K. Scherr B. Coxhead A.L. Barbon</p>	
4.	<p><u>Municipal Implementation of Legalized Cannabis - Cannabis Licence Act, 2018</u></p> <p>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 cannabis and report back to the Community and Protective Services Committee no later than April 2020</p>	December 10, 2018	TBD	<p>R. Wilcox M. Hayward</p>	
5.	<p><u>Administrative Monetary Penalty By-law</u></p> <p>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	<p>G. Kotsifas A. Drost</p>	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
6.	<p><u>3rd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee</u> That the following actions be taken with respect to the 3rd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee, from its meeting held on March 21, 2019:</p> <p>a) the following actions be taken with respect to menstrual products distribution free of charge:</p> <p>i) the Civic Administration BE DIRECTED to provide free menstrual products (pads and tampons) in all public-facing City of London facilities and report back at a future meeting of the Community and Protective Services Committee (CPSC) with respect to the cost associated with this;</p> <p>ii) the Civic Administration BE REQUESTED to explore the option of providing free menstrual products in all remaining City of London facilities, as a pilot project, and report back at a future meeting of the CPSC with respect to the cost associated with this;</p>	April 1, 2019	TBD	L. Livingstone – part i) S. Stafford – part i) A.L. Barbon – part ii) T. Wellhauser – part ii)	
7.	<p><u>Proposed Accessible Vehicle for Hire Incentive Program – Update</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 the staff report dated September 10, 2019 related to an update on a proposed accessible vehicle for hire incentive program:</p> <p>b) the Civic Administration BE DIRECTED to hold a public participation meeting at a future meeting of the Community and Protective Services Committee with respect to amending the Vehicle for Hire By-law to make the necessary changes to implement an incentive program for accessible vehicles for hire.</p>	September 10, 2019	TBD	G. Kotsifas O. Katolyk	
8.	<p><u>Swimming Pool Fence By-law Review Update</u> That the following actions be taken with respect to the staff report dated September 10, 2019 related to a swimming pool fence by-law review update:</p>	September 10, 2019	TBD	G. Kotsifas O. Katolyk	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	<p>a) the above-noted report BE RECEIVED; and, b) the Civic Administration BE DIRECTED to report back at a future meeting of the Community and Protective Services Committee with respect to drainage issues related to backyard pools.</p>				
9.	<p><u>Special Events Policies and Procedure Manual</u> That the following actions be taken with respect to the “Special Events Policies and Procedure Manual”:</p> <p>a) the communication dated September 6, 2019 from Councillor A. Kayabaga, with respect to the “Special Events Policies and Procedures Manual” BE RECEIVED; and,</p> <p>b) the Civic Administration BE DIRECTED to review the City’s “Special Events Policies and Procedures Manual” and report back on possible amendment to the Manual to address the following matters:</p> <p>i) the disruption caused by special events being held in the evenings prior to a work and/or school day; ii) the application of the same rules/restrictions that are in place for Victoria Park to Harris Park; and, iii) increased fines and penalties for special events that contravene the Manual.</p>	September 10, 2019	TBD	S. Stafford	
10.	<p><u>Short Term Accomodations</u> That the Civic Administration BE REQUESTED to report back to the Community and Protective Services Committee with respect to potential regulatory options that could be put in place to address short term rental accommodations in London; it being noted that the communication dated September 26, 2019, from Councillor A. Hopkins, was received with respect to this matter.</p>	October 8, 2019	February 2020	G. Kotsifas	
11.	<p><u>Maintenance of Vacant Properties</u> That the Civic Administration BE REQUESTED to report back to the Community and Protective Services Committee, as part of the planned report back in Q1 of 2020, with respect to potential options that may be available to make sure vacant properties, including properties designated under the Ontario Heritage Act,</p>	November 5, 2019	Q1, 2020	G. Kotsifas	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	specifically those with Heritage Easement Agreements in place, are kept in good repair, including information on possible actions that could be taken to ensure compliance with the City of London's By-laws, with a focus on public safety, nuisance control, preservation of heritage attributes and demolition by neglect, including but not limited to: the registration of vacant buildings; escalated fines or administrative penalties; and proactive City initiated demolition; it being noted that the communication dated October 16, 2019, from Councillor A. Kayabaga, with respect to this matter, was received.				
12.	<p><u>Proposed Core Area Action Plan</u> That, on the recommendation of the Managing Director, Planning and City Planner, and the City Manager, the following actions be taken with respect to the proposed Core Area Action Plan:</p> <p>e) the Civic Administration BE DIRECTED to report back to the Community and Protective Services Committee with respect to clarification as to proposed wording that would be included on any "Kindness Meters";</p>	November 12, 2019	TBD	M. Hayward J.M. Fleming	
13.	<p><u>Tow Truck Operator Licence – Business Licence By-Law L.131-16</u> That the proposed by-law, as appended to the staff report dated December 3, 2019, with respect to the addition of a new category, definition, and fees to the Business Licence By-law BE REFERRED back to the Civic Administration for further consultation with stakeholders and the London Police Services Board and a report back to the Community and Protective Services Committee no later than Q2 of 2020; it being noted that the <u>attached</u> presentation from N. Musicco, Specialist I, Municipal Policy, was received with respect to this matter;</p>	December 3, 2019	Q2, 2020	G. Kotisfas O. Katolyk N. Musicco	
14.	<p><u>2020-2023 Middlesex-London Paramedics Services Budget</u> That the following actions be taken with respect to the 2020-2023 Middlesex-London Paramedics Services Budget, submitted by Middlesex County:</p> <p>c) the Civic Administration BE DIRECTED to investigate and report back through the Community and Protective</p>	January 14, 2020	TBD	A.L. Barbon	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	Services Committee, on options that might be available to the City of London to increase the City's involvement in the management oversight and service delivery functions of the Middlesex-London Paramedic Services; and				
15.	<p><u>Policies and Funding – Arts and Culture</u> That the information provided in the delegation from K. O'Neill, with respect to policies and funding related to arts and culture in the City of London, BE REFERRED to the Civic Administration for review and a report back at a future meeting of the Community and Protective Services Committee; it being noted that the above-noted delegation was received.</p>	January 21, 2020	TBD	S. Stafford	
16.	<p><u>Parade Permits</u> That the Civic Administration BE DIRECTED to bring forward a policy to restrict the issuance of parade permits on public streets, from November 1 to November 11, to those activities which are directly related to the honouring of Canada's veterans and organized in partnership with veterans organizations; it being noted that the communication from Councillor S. Lewis, with respect to this matter, was received.</p>	January 21, 2020	TBD	G. Kotsifas S. Stafford	

Animal Welfare Advisory Committee

Report

The 3rd Meeting of the Animal Welfare Advisory Committee
February 6, 2020
Committee Room #4

Attendance PRESENT: W. Brown (Chair), M. Blosch, A. Hayes, P. Lystar, M. Toplak and D. Turner (Committee Clerk)

NOT PRESENT: A. Hames and M. Szabo

ALSO PRESENT: R. Oke and M. Stone

The meeting was called to order at 5:00 PM

1. Call to Order

1.1 Disclosures of Pecuniary Interest

None.

2. Scheduled Items

2.1 Accessibility for Ontarians with Disabilities (AODA) Orientation

That it BE NOTED that the presentation from M. Stone, Supervisor I, Municipal Policy (AODA), as appended to the agenda, with respect to 'Accessibility for Ontarians with Disabilities' customer service training, was received.

2.2 Approved Fostering Organizations/Rescue/Foster - Premise Capacity Discussion

That the Civic Administration BE ENCOURAGED to meet with representatives from the rescue organizations operating in London in order to determine what they require for the appropriate/safe operation of their facilities and for the proper fostering of their intake animals with respect to health, safety and well-being standards; it being noted that a verbal presentation from R. Oke, Animal Control and Welfare Coordinator, with respect to this matter, was received.

3. Consent

3.1 2nd Report of the Animal Welfare Advisory Committee

That it BE NOTED that the 2nd Report of the Animal Welfare Advisory Committee, from its meeting held on January 9, 2020, was received.

3.2 Municipal Council Resolution - 1st and 2nd Reports of the Animal Welfare Advisory Committee

That it BE NOTED that the Municipal Council resolution, from its meeting held on January 28, 2020, with respect to the 1st and 2nd Reports of the Animal Welfare Advisory Committee, was received.

3.3 Municipal Council Resolution - Advisory Committee Work Plans

That it BE NOTED that the Municipal Council resolution, from its meeting held on January 28, 2020, with respect to Advisory Committee work plans, was received.

4. Sub-Committees and Working Groups

4.1 2020 Work Plan Sub-Committee Update

That the attached 2020 Animal Welfare Advisory Committee work plan BE FORWARDED to Council for its consideration and approval.

5. Items for Discussion

5.1 2020 Go Wild, Grow Wild

That the following actions be taken with respect to the 2020 Go Wild, Grow Wild event:

a) the expenditure of up to \$100.00 from the 2020 Animal Welfare Advisory Committee (AWAC) budget BE APPROVED for the printing of the 'Living with Urban Wildlife' infosheet to be distributed at the event;

b) the AWAC BE PERMITTED to borrow Corporate accessibility equipment - including but not limited to an assistive hearing device - for public use at the event; and,

c) the Civic Administration BE REQUESTED to provide AWAC with a display copy of the revised 'Be Coyote Aware' signage found in London's Environmentally Significant Areas.

5.2 You, Your Dog, and Nature in London

That the following actions be taken with respect to the *You, Your Dog and Nature in London* brochure:

a) the expenditure of up to \$100.00 from the 2020 Animal Welfare Advisory Committee (AWAC) budget BE APPROVED for the printing of a revised version of the above-noted brochure for distribution at the 2020 Go Wild, Grow Wild event;

it being noted that the AWAC encourages the Environmental and Ecological Planning Committee to destroy any remaining copies of the brochure containing outdated information and to have copies reprinted for distribution at the 2020 Go Wild, Grow Wild event; and,

b) the Civic Administration BE ENCOURAGED to update the "Coyotes in the City of London" web page by replacing any instances of or references to the outdated, reactionary coyote signage with the new, educational coyote signage being installed in Environmentally Significant Areas.

5.3 Feeding of Water Fowl

That consideration of agenda item 5.3, 'Feeding of Water Fowl', BE DEFERRED to the next meeting of the Animal Welfare Advisory Committee.

6. Adjournment

The meeting adjourned at 6:57 PM.

	<ul style="list-style-type: none"> • Work with Civic Administration to develop a positive list of animals allowed in the City. • AWAC to be available to provide support and input as needed as it relates to the Business Licensing of Pet Stores, and to provide Bylaw recommendations endorsed by City Council. 				
Living With Wildlife – Resources for the Community	<ul style="list-style-type: none"> • Research best practices to promote peaceful co-existence with wildlife and in accordance with the Humane Urban Wildlife Conflict Policy. • Develop awareness strategies and educational materials to provide the community. • Host a booth for “Go Wild, Grow Wild” in 2020 to educate and disseminate educational materials. 	AWAC Working Group	Ongoing		<ul style="list-style-type: none"> • Strengthening Communities, Health, Safe 3.E, 5.F • Building Sustainable City Strong Healthy Environment 3.C
Development of a Communication Strategy	<ul style="list-style-type: none"> • Work with the local Libraries and school boards to distribute wildlife and companion animal educational awareness strategies and materials. • Work with Civic Administration to distribute wildlife and companion animal educational awareness strategies and materials online and at city facilities. 	AWAC Working Group	Ongoing		
Wildlife Control Practices	<ul style="list-style-type: none"> • Work with Civic Administration to ensure that tenders be awarded to service providers based on their compliance with the City of London’s Humane Urban Wildlife Conflict Policy. 	AWAC Working Group	Ongoing		<ul style="list-style-type: none"> • Strengthening Communities, Health, Safe 3.E
Travelling Zoos	<ul style="list-style-type: none"> • By-law recommendations regarding travelling zoos 		Ongoing		
Animals in Cars During Summer Months – Public Awareness Campaign	<ul style="list-style-type: none"> • Educate the public regarding pets in hot cars. • Approaching the London Police Services Board, the OSPCA and the London Humane Society to determine their policies and practices. • Approaching Councillors and rescue agencies with a request to put the information on Facebook and Twitter. • Getting the message out that an animal only has minutes if left in a hot car and immediate action is required. • Work with local businesses to allow people to bring pets into the business. 	AWAC Working Group	Ongoing		

<p>Bird Friendly Guidelines as it relates to urban design and development and light pollution</p>	<ul style="list-style-type: none"> • Working with EEPAC and ACE to create recommendations for the development of a policy with respect to urban design and development as it relates to glass applications and light pollution for reducing migratory bird deaths. • Provide research of current practices in other municipalities with respect to window treatments and lighting and dark skies initiatives. • This will assist in reducing bird strikes and bird mortality and prevent disruption of migration. • Continue to work with EEPAC and ACE to bring recommendations to Civic Administration and City Council. AWAC recommends assisting and supporting city staff and Civic Administration to effectively implement recommendations for urban design and development regarding light pollution and glass applications for reducing migratory bird deaths. 	<p>AWAC Working Group</p>	<p>Ongoing</p>		<ul style="list-style-type: none"> • Strengthening Communities, Health, Safe 3.E 5.F • Building Sustainable City Strong Healthy Environment 3.C • Growing our Economy, Urban Regeneration, 2.C • Building a Sustainable City, 4.C
<p>Municipal Coyote Resource</p>	<ul style="list-style-type: none"> • Facilitate opportunities for Coyote Watch Canada to work with the Municipality and community stakeholders to develop resources to support the community that empower it's residents to use preventative strategies and wildlife safety practices that promote lasting and effective co-existence. Provide the City of London with the implementation of protocols that reflect the values outlined in the City of London's Humane Wildlife Conflict Policy. • Provide the public and media with accurate coyote information, education and safety guidelines to effectively enhance a sustainable approach while minimizing human and wildlife conflict. Highlighting a Wildlife Strategy Framework (WSF). The four cornerstones of the WSF are Investigation, Education, Prevention and Enforcement. A WSF encourages and supports community wildlife resiliency and presents successful, non-lethal alternatives that are 	<p>AWAC Working Group</p>	<p>Ongoing</p>		<ul style="list-style-type: none"> • Strengthening Communities, Health, Safe, 3.E, 5.F

	<p>available to every community that are long term, cost effective and that promote safety for wildlife, pets and residents. Coexisting with wildlife and meeting the challenges that are occurring in a community warrant a commitment from all stakeholders.</p>				
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TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON FEBRUARY 19, 2020
FROM:	SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME
SUBJECT:	AGREEMENT FOR LONDON & MIDDLESEX LOCAL IMMIGRATION PARTNERSHIP WITH IMMIGRATION, REFUGEES AND CITIZENSHIP CANADA

RECOMMENDATION

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the attached proposed by-law as "Appendix A" **BE INTRODUCED** at the Municipal Council meeting to be held on March 2, 2020 to:

1. **AUTHORIZE AND APPROVE** the Contribution Agreement with Her Majesty the Queen in Right of Canada, as represented by the Minister of Immigration, Refugees and Citizenship Canada: London & Middlesex Local Immigration Partnership and The Corporation of the City of London, substantially in the form attached as Schedule 1 to this by-law;
2. **AUTHORIZE** the Mayor and City Clerk to execute the Contribution Agreement with Her Majesty the Queen in Right of Canada, as represented by the Minister of Immigration, Refugees and Citizenship Canada: London & Middlesex Local Immigration Partnership and The Corporation of the City of London; authorized and approved in section 1, above,
3. **DELEGATE** and **AUTHORIZE** the Managing Director, Housing, Social Services and Dearness Home the authority to approve and execute any further amendments to the London & Middlesex Local Immigration Partnership Contribution Agreement if the Amendments are substantially in the form of the Contribution Agreement attached as Schedule 1 to the proposed by-law section 1; and
4. **DELEGATE** the Managing Director, Housing, Social Services and Dearness Home, or written designate, to undertake all the administrative, financial and reporting acts, including signing authority regarding application forms for funding, budgets, cash flows, other financial reporting including financial claims, and directions, consents and other authorizations as may be required, provided that the monetary amounts do not exceed the maximum amount of Canada's contribution specified in the Contribution Agreement that are necessary with the Contribution Agreement as approved by the proposed by-law in section 1.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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- Local Immigration Partnership Funding Application (CPSC: May 26, 2008)
- Local Immigration Partnership Funding (CPSC: January 26, 2009)
- Contract for Local Immigration Partnership (BoC: July 22, 2009)
- Local Immigration Partnership – Signing Authority (BoC - Sept. 16, 2009)
- Update re Local Immigration Partnership (CPSC: January 11, 2010)
- London & Middlesex Local Immigration Partnership Strategic Plan & Update (CPSC: Sept. 27, 2010)
- Update on London & Middlesex Local Immigration Partnership (CNC: May 17, 2011)
- London & Middlesex Local Immigration Partnership Strategic Plan 2013-2016 and Update (CPSC: August 25, 2014)
- London & Middlesex Immigration Partnership Strategic Plan 2016-2019 (CPSC: September 20, 2016)

PURPOSE

The purpose of this report is to recommend approval to enter into a Funding Agreement with the Government of Canada for the London & Middlesex Local Immigration Partnership for the period of April 1, 2020 to March 31, 2025.

A subsequent report to Council will recommend a third-party purchase of Administrative Support and Coordination Services for the London & Middlesex Local Immigration Partnership, as required in the Contribution Agreement.

STRATEGIC PLAN LINKAGES 2019-2023

The proposed agreement between the City of London and Immigration, Refugees and Citizenship Canada is aligned to the Strategic Plan for the City of London 2019 – 2023 under the *Strategic Area of Focus* – Strengthening our Community, *Outcome* - Londoners are engaged and have a sense of belonging in their neighbourhoods and community, *Expected Result* – Increase the number of residents who feel welcomed and included, and *Strategy* - Create inclusive engagement opportunities for Londoners.

BACKGROUND

On July 27, 2009, Council approved an agreement with the federal government through the then Department of Citizenship and Immigration Canada to provide a collaborative framework for local planning, development and implementation of sustainable solutions for the successful integration of immigrants. The City co-chairs the London & Middlesex Local Immigration Partnership (LMLIP) with a member from the community. Since 2009, the LMLIP has taken an active strategic community approach which has resulted in successful outcomes for immigrants in our community.

On April 30, 2019, Civic Administration responded to a Call for Proposals from Immigration, Refugees and Citizenship Canada (IRCC) to continue the operation of the LMLIP for the next five years from April 1, 2020 to March 31, 2025 and has been informed that the application was successful. Negotiations with IRCC are now complete and this report provides the documentation for the approval of the Funding Agreement. This initiative will be 100% funded by IRCC for a total value of \$1,177,867 over 5 years.

The City of London is the lead for this initiative, however consistent with other community strategic initiatives, WIL Counselling and Training for Employment is the employer of the LMLIP project staff. The Managing Director of Housing, Social Services and Dearness Home has been delegated authority to authorize and approve an amendment extending the contract of WIL Counselling and Training for Employment until May 31, 2020.

Following the approval by Council of the Contribution Agreement with the Federal Government, the City of London will enter into a third-party Service Contract to provide Administrative Support and Coordination Services to the London & Middlesex Local Immigration Partnership.

Overview

The London & Middlesex Local Immigration Partnership is one of approximately 80 Local Immigration Partnerships (LIPs) across Canada, funded by Immigration, Refugees and Citizenship Canada, and supported by the Province of Ontario. LMLIP is co-chaired by the City of London (through the Manager, Strategic Programs & Partnerships, Social Services) and a member from the community.

The work of the LMLIP is a collaborative community initiative designed to strengthen and support the role of local and regional communities in welcoming and integrating immigrants. LMLIP is guided by a Central Council and five issue specific Sub-councils. Its membership includes educational institutions, community services and agencies, and close to 100 volunteers.

Objectives and key activities

- To maintain and sustain a Local Immigration Partnership made up of a diverse range of representatives from the community, including individuals with lived experience;
- To assist non-settlement service providers and the community in developing a greater understanding of newcomer needs and services;
- To plan and conduct needs assessments;
- To work with employers to identify systemic barriers to attracting and retaining immigrant talent in their workforce.
- To create a welcoming community by enhancing awareness of the significance of and positive aspects of immigration and immigrants, and by engaging the community in respecting and including immigrants;
- To enhance communication between and among immigrants, the local community, service providers and government by creating and delivering outreach strategy;
- To optimize outcomes for immigrants through improved coordination and collaboration among service providers by expanding relationships, and continuing to assess gaps and promote activities;
- To provide immigrants and immigrant families with timely, clear and relevant information and tools to access and navigates supports and services; and
- To engage all levels of government, funders and institutions to reduce systemic barriers that impede immigrants' ability to successfully participate in the community

These activities will be accomplished through the work of the Central Council and the five Sub-councils on Employment, Inclusion & Civic Engagement, Health & Well-being, Education, and Settlement as well as activity-based work groups.

The City Solicitors Office and Risk Management have reviewed the content of the Contribution Agreement with Immigration, Refugees and Citizenship Canada.

Risk Management identifies the following risk:

Clause 9.2 Indemnification: "The Recipient shall indemnify and save harmless the Department from and against all claims, losses, damages, costs and expenses related to the performance by the Recipient of its obligations pursuant to this Agreement."

While this provision exposes the City to liability, it should not outweigh the benefits of the funding. The City will mitigate the associated risks by using the optimum level of oversight, control and discipline to ensure that the future Service Agreement holder meets the City's objectives. This will be done by using clearly defined expectations of the objectives, functions and recipient obligations as set out in a third-party Service Agreement.

FINANCIAL IMPACT

This initiative is 100% funded by the IRCC and there is no impact to the net budget for Immigration Services.

Appendix "A"

Bill No.
2020

By-law No.

A by-law to authorize and approve the Contribution Agreement with Her Majesty the Queen in Right of Canada, as represented by the Minister of Immigration, Refugees and Citizenship Canada: London & Middlesex Local Immigration Partnership.

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 section 3.1 of the Municipal Act, 2001 states that the Province acknowledges that a municipality has the authority to enter into agreements with the Crown in right of Canada with respect to matters within the municipality's jurisdiction;

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

AND WHEREAS the Municipal Act, 2001 provides authority for a municipality to delegate its powers and duties under this or any other Act to a person, subject to certain restrictions;

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

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

1. The Contribution Agreement for the London & Middlesex Local Immigration Partnership between Her Majesty the Queen in Right of Canada, as represented by the Minister of Immigration, Refugees and Citizenship Canada and The Corporation of the City of London, substantially in the form attached as Schedule 1 to this by-law, is authorized and approved.
2. The Mayor and City Clerk are authorized to execute the Contribution Agreement for the London & Middlesex Local Immigration Partnership approved in section 1, above.
3. The Managing Director, Housing, Social Services and Dearness Home is delegated the authority to approve and execute any further amendments to the London & Middlesex Local Immigration Partnership Contribution Agreement if the amendments are substantially in the form of the Contribution Agreement approved in section 1, above.
4. The Managing Director, Housing, Social Services and Dearness Home, or written designate, are delegated the authority to undertake all the administrative, financial and reporting acts, including signing authority regarding application forms for funding, budgets, cash flows, other financial reporting including financial claims, and directions, consents and other authorizations as may be required, provided that the monetary amounts do not exceed the maximum amount of Canada's contribution specified in the Contribution Agreement that are necessary in connection with the Contribution Agreement as approved in section 1, above.

5. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on , 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading –
Second reading–
Third reading –