Agenda
Community and Protective Services Committee

The 9th Meeting of the Community and Protective Services Committee

August 12, 2020, 4:00 PM

Virtual Meeting - during the COVID-19 Emergency

City Hall is open to the public, with reduced capacity and physical distancing requirements.

Meetings can be viewed via live-streaming on YouTube and the City website.

Members

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

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To make a request specific to this meeting, please contact CPSC@london.ca.

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6.2 Solicitor-Client Privilege / Litigation / Potential Litigation

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose, litigation and potential litigation and directions and instructions to officers and employees or agents of the municipality with respect to the construction

contract and construction of the East Lions Community Centre.

7. Adjournment

TO:	**CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON AUGUST 12, 2020**
FROM:	**CHERYL SMITH MANAGING DIRECTOR NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES**
SUBJECT:	**SINGLE SOURCE PROCUREMENT: VEHICLE EXHAUST CAPTURE SYSTEMS (VECS) IN CITY OF LONDON FIRE STATIONS**

RECOMMENDATION

That, on the recommendation of the Managing Director of Neighbourhood, Children and Fire Services the following actions be taken with respect to Vehicle Exhaust Capture Systems (VECS) in City of London Fire Stations:

a) in accordance with sections 14.4 d. of the Procurement of Good and Services Policy, the Civic Administration BE AUTHORIZED to enter into negotiations with Nederman Holding AB, Sydhamnsgatan 2, SE-251 06 Helsingborg, Sweden for pricing for a single source contract for three (3) years, with the option to renew for an additional two (2) years, for the provision of Vehicle Exhaust Capture Systems (VECS) I in all City of London Fire Department fire stations;

b) the approval a) above, BE CONDITIONAL upon The Corporation of the City of London negotiating satisfactory prices, terms, conditions and entering into a contract with Nederman Holding AB to the satisfaction of the City Treasurer to provide Vehicle Exhaust Capture Systems (VECS) in City of London Fire Stations; and,

c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection the authorization set out in parts a) and b) above.;

it is noted that funding for this project is contained in the approved lifecycle renewal budget for Fire Services.

BACKGROUND

The purpose of this report is to seek authorization to enter into negotiations for a single source contract for this service in accordance with the Procurement of Goods and Services Policy, Section 14.4 d.

d. There is a need for compatibility with goods and/or services previously acquired or the required goods and/or services will be additional to similar goods and/or services being supplied under an existing contract (i.e. contract extension or renewal);

Vehicle exhaust capture systems (VECS) are used in all of the City of London's apparatus bays. The purpose of the VECS is to allow fire vehicles to be safely started in the apparatus bays without delay. The VECS detect the presence of an operating vehicle and immediately activate to remove engine emissions directly from the exhaust pipe to the outdoors. The VECS used by the City of London are manually attached to the vehicles upon their arrival into the bay and they automatically release themselves as the vehicles exit the bay – again to minimize any exiting delay. While the general exhausting function is common among the various brands of VECS, the components are not interchangeable and the mechanisms for connection, retention, and release from the vehicles are notably unique and can require re-fitting and/or the mounting of corresponding retention components onto the vehicles that they serve.

All fire stations, except for Stations 7, 14, and the District Chief Bay at Station 6 have Nederman exhaust removal systems installed in them. Stations 7, 14, and the District Chief Bay at Station 6 have similar, non-Nederman compatible systems. These handful of systems' connection mechanisms, while still in good working order, are no longer current.

The VECS in the City of London's portfolio are of varied ages with a number of them currently approaching the end of their normal service life. Funds have been approved in the lifecycle renewal program for fire halls to replace the systems as they reach the end of the lifecycle. Due to the nature of the operation of Fire Services and the requirement that fire vehicles be deployable from any given fire hall, it is necessary that all fire suppression vehicles and VECS be compatible. While it is potentially possible that vehicles could be reconfigured and re-fitted to be compatible with multiple direct exhaust capture systems, it is not logistically or functionally practical from a Fire fleet perspective:

- Exhaust pipes would have to be modified
- Vehicle retention hardware from one system might interfere with that of another
- There would be unique hardware maintenance requirements or intervals for each
- Any changes to the exhaust systems may negate the ULC rating or NFPA rating

Therefore, the Civic Administration is seeking authorization to enter into negotiations for a single source contract for this service in accordance with the Procurement of Goods and Services Policy, Section 14.4 d. with Nederman Holding AB Sydhamnsgatan 2, SE-251 06 Helsingborg, Sweden.

FINANCIAL IMPACT

The supply and installation of a VECS is currently approximately $100,000 per two-bay station and approximately $75,000 per single-bay system. Ongoing maintenance is estimated at $3,500/year and will be accommodated within the existing Fire Services budget. The renewal of the VECS is funded as part of the annual lifecycle renewal budget for fire halls administered by the Facilities Division on behalf of Fire Services. The sources of financing planned for the series of replacements anticipated in the near term will be PP117619, FS117620, and FS117621.

CONCLUSION

A number of the VECS currently in service in the City of London's fire halls are approaching the end of their service life. The majority of the systems are Nederman brand, and a corresponding majority of the fire vehicles are currently compatible with this system. To date, the existing systems have reliably functioned to the satisfaction of Fire Services. With the upcoming renewal of some of the VECS, it is prudent for the City of London to maintain compatibility across the portfolio of its VECS and corresponding vehicles by using Nederman replacement systems.

PREPARED AND SUBMITTED BY:	**CONCURRED BY:**
KATERINA BARTON, BSC, MA, PHD(C) **MANAGER, FINANCE & PLANNING** **LONDON FIRE DEPARTMENT**	**RICHARD HAYES** **ACTING FIRE CHIEF** **LONDON FIRE DEPARTMENT**
RECOMMENDED BY:	
CHERYL SMITH, **MANAGING DIRECTOR** **NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES**	

c. Aynsley Anderson, Solicitor II, Legal & Corporate Services
Jason Wills, Manager III, Legal & Corporate Services
Steven MacDonald, Manager II, Facilities Planning, Energy & Assets, Finance & Corporate Services
Melissa Beharrell, Manager I, Facilities Capital Planner, Finance & Corporate Services
John Stevely, Procurement Officer, Finance & Corporate Services
Doug Drummond, Financial Business Administrator, Finance & Corporate Services

TO:	**CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON AUGUST 12, 2020**
FROM:	**KEVIN DICKINS ACTING MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME**
SUBJECT:	**CONTRACT AWARD RECOMMENDATIONS FOR SKILLSADVANCE ONTARIO (SAO) – EMPLOYMENT SERVICES FOR THE MANUFACTURING SECTOR IN LONDON**

RECOMMENDATION

That on the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home, with the concurrence of the Director, Financial Services, the following actions **BE TAKEN** with respect to the award of the contract for Request for Proposal 20-46 SkillsAdvance Ontario – Employment in Manufacturing Supports for the London Economic Region Project:

1. (a) That the Request for Proposal 20-46 **BE AWARDED** to Fanshawe College of Applied Arts and Technology for a total funding amount of $334,141.84 (exclusive applicable taxes), for the pilot project contract term of seven (7) month period. It is noted that the proposal submitted by the Successful Proponent meets the City's requirements and is in compliance with the City's Procurement of Goods and Services Policy;

   (b) That the approval given above **BE CONDITIONAL** upon the Corporation entering into a SkillsAdvance Ontario (SAO) Service Provider Contract with Fanshawe College of Applied Arts and Technology; and having a Purchasing Order (PO) relating to the subject matter of this approval.

2. That the attached proposed By-law (Appendix "A") **BE INTRODUCED** at the Municipal Council meeting of August 25, 2020:

   a) To authorize and approve the template SkillsAdvance Ontario (SAO) Service Provider Contract ("Contract"), substantially in the form attached as Schedule 1 to the by-law, for the Contract between the Corporation of the City of London and Service Provider; and

   b) To delegate to the Managing Director, Housing, Social Services and Dearness Home, and the Acting Managing Director, Housing, Social Services and Dearness Home, or their written delegate, the power to insert details into the template Contract and execute the Contract; and

   c) To delegate to the Managing Director, Housing, Social Services and Dearness Home, and the Acting Managing Director, Housing, Social Services and Dearness Home, the power to approve and execute any further Amendments to the Contract if the Amendments are consistent with the requirements in the Contract, and 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.

3. That Civic Administration **BE AUTHOURIZED** to undertake all administrative acts that are necessary in connection with this project.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

- Ontario Transfer Payment Agreement SkillsAdvance Ontario (SAO) - Employment Services for the Manufacturing Sector in London-Middlesex (CPSC - February 19, 2020)
- 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 Agreement – Ontario Works Employment Assistance Services (CPSC, December 10, 2018)

PURPOSE

The purpose of this report is to recommend The Corporation of the City of London award all components listed in The Request for Proposal (RFP) to Fanshawe College of Applied Arts and Technology and to enter into a contract to provide Employment Services under the SkillsAdvance Ontario pilot project.

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

In March 2020 Council approved the Ontario Transfer Payment Agreement - SkillsAdvance 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 (the Ministry) and The Corporation of the City of London. The term of the Agreement is from March 30, 2020 to March 31, 2021 with the possibility of further Agreement extensions contingent on the initial program results.

The goal of the SAO project is to provide employers in specific sectors and regions 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.

The City's SAO project will support employers to:

- Build a supply of skilled Participants who can meet their workforce development needs by providing training services to improve participant workforce performance;
- Reduce turnover and associated recruitment and training costs;
- Demonstrate their commitment to workforce development, including advancement of Incumbent Workers; and
- Form effective and dependable workforce development partnerships with Service Providers, community agencies and regional municipalities.

The City's SAO project will provide Participants with:

- Training related to an occupation that offers positive labour market prospects;
- Essential, technical, and employability skills training, and on-the-job experience;
- Industry-recognized certificate or credential upon completion of training;
- Jobs in field of training;
- The ability to sustain or advance from their current employment; and
  Sustainable employment (i.e. sufficient hours to sustain household income; greater security through improved employment status and reduced chance of further job loss.

SAO Project Objectives

The SAO project is intended to support:

- Employers with hiring, onboarding and retaining employees and responding to employer skills requirements in the local economy;
- Sector-focused work-force development in all aspects of delivery, including skills training and pre-employment, employment, and post-employment services; and
- Participants with succeeding and advancing in employment.

City of London Service Delivery Approach

The original project proposal with the Ministry was set out in three phases with Phase One beginning in the London–Middlesex area followed by Phase Two and Phase Three operating in Oxford and Elgin Counties. Civic Administration are currently working with the Middlesex County Administration to seek written consent and approval to provide services in Middlesex County. In order to ensure SAO timelines are met Civic Administration will begin the SAO service delivery in the London area initially until approvals and consents are provided by Middlesex County representatives allowing for the provision of services solely for the purpose of supporting Middlesex County employers and residents, and in particular those in receipt of social assistance.

The process of applying for an Agreement extension with the Ministry is expected to begin in October 2020 and will be based on the year-to-date outcomes and results of the current SAO contract with the Ministry ending March 31, 2021. The second and third phases will be dependent on the successful negotiation of a SAO Agreement extension with the Ministry and the City will seek and obtain council resolutions from the various councils in Elgin and Oxford Counties (both upper and lower tier).

The City of London will take a regional approach to the project deliverables by engaging with regional stakeholders and establishing an Advisory Committee that will help inform the overall project outcomes, help to identify the regional manufacturing sectors to focus on and participate in the curriculum development and Service Provider relationships. Under the current SAO Agreement, Civic Administration believes Middlesex County's

membership on the Advisory Committee is a key element to success in building strong and lasting relationships with the County's employers and community stakeholders.

The City has designated an internal Program Manager to lead the project and work directly with the Service Provider to fully engage the Advisory Committee and help ensure coordination of stakeholder activities. The Program Manager will also ensure the coordination of efforts and the timely flow of information including direct communication with the Ministry to share updates, statistics and adhoc reports. The City's Social Services department and community agency(s) will play a key role in identifying potential suitable and eligible SAO participants, providing referrals, community supports and /or financial assistance with employment related expenses in the London area.

Key Elements of the Service Delivery

The project helps prepare individuals for the workplace in unique ways, including experiential learning and by providing learning opportunities to address work-life challenges before joining the workforce. At the core of this SAO project is a training program which offers 4 weeks of in-class industry soft and technical skills training developed with employer feedback and followed by manufacturing sector employment, with participating SAO employers, with an eight week period of intensive supports. Participants, as well as the employers, are provided with continuous supports for twelve months (one year) from the start of employment.

The keys to the success of this project will include curriculum development supported by participating employers, the intensive supports provided by Program Staff and the active engagement of employers throughout the project. All Program staff outlined in the RFP will be provided by the successful proponent upon successful execution of the service delivery contract.

The first key component of the proposed program is the four weeks of in-class industry skills training sessions which focuses on employment, technical and essential skills. The sessions will be based on curriculum that has been co-designed with employers and will include experiential learning, interactions with employers, site visits, specific certification and soft skill development.

The unique curriculum will initially be focused on preparing Participants to join a food manufacturing workforce and prepare them to be on-boarded by the employer. The curriculum will be developed specifically for this sector and will be vetted by employers to ensure the cross-training components will enhance workforce engagement of Participants. The recommendations from participating employers will be used to develop the curriculum into modules and to identify any additional supplemental training needed to incorporate the recommendations.

To ensure the curriculum continues to meet the needs of the employer it is anticipated that there will be revisions led by the Service Provider after each cohort based on specific stakeholder feedback. The revisions could involve swapping out framework components or providing section changes within certain framework modules.

In addition to the food manufacturing curriculum, the Curriculum will be adapted to align with a general manufacturing focus based on key learnings from the cohorts and through stakeholder engagement. These revisions will play a crucial role in allowing for the possible expansion of the project into other manufacturing sectors as well as geographically such as in the Middlesex, Elgin and Oxford regions.

Once the initial project curriculum is established significant, intensive and coordinated supports will be provided to 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 Service Provider will work together to support the employer including HR, supervisors, and workplace mentors with successful onboarding and employee retention strategies. The project will focus on individuals not currently participating in the labour market and who require greater and intensive supports in attaining and retaining employment.

The unique curriculum and intensive supports will be individualized, varied and flexible; to support 1:1 coaching, problem solving, peer mentoring, additional modules, advocating, financial supports, and referrals to community supports. The individualized on-the job support for the Program Participants will continue for a 12-month period.

A key outcome of the initial project is to have 45 individuals participate in the industry-specific training with the large majority of participants exiting from the training and moving directly into full-time employment. It is anticipated that any remaining participants will be moving into further education or training to pursue their employment goals or connecting with additional programming and community resources to address a specific barrier to employment such as addiction or mental wellbeing.

The overall goal of this initial project (August 26, 2020 to March 31, 2021) will be to successfully launch a regionally-unique Food Manufacturing training program in London and Middlesex County once consent and approvals have been received by Civic Administration, and then (contingent on Ministry funding) adapt and expand the program in two additional regionally specific manufacturing sectors in Oxford and Elgin Counties.

PROCUREMENT PROCESS

On June 12, 2020, on behalf of the City's Housing, Social Services and Dearness Home, the Purchasing & Supply Chain Management issued a formal RFP for SAO – Employment in Manufacturing Supports for the London Economic Region from experienced and qualified proponents to provide the following:

A) Employment Support Services – Employer and Client

B) Curriculum Development Services

C) Curriculum Delivery Services

After the RFP was posted, there were three (3) Addenda issued to respond to questions, inquiries and requests for clarification. When the RFP closed, four (4) submissions were received, and all four (4) were compliant.

A two-envelope RFP process was used - one envelope contained the technical project Proposal, and the second contained the pricing proposal.

Four (4) evaluation committee representatives from Business Planning Process, Employment Strategies, Ontario Works, Financial Business Support, Finance & Corporate Services, with the support of Purchasing, evaluated the four (4) submissions based on the technical criteria outlined in the document. Of these, the proponents with the top three (3) scores were evaluated further through a clarification, presentation and interview process with the evaluation committee.

When the final technical scores were determined, the pricing envelopes were then opened. Pricing envelopes for proponents who did not rank among the top three (3) scores were not opened.

At the end of this process, the proponent with the highest score, demonstrating their ability

to fully meet the City's requirements was Fanshawe College, therefore Fanshawe College is recommended to award the contract.

FINANCIAL IMPACT

The Contract to be awarded is 100% funded by the Ministry of Labour, Training and Skills Development through the City's Ontario Transfer Agreement – SkillsAdvance Ontario (SAO) with the Ministry effective March 30, 2020 to March 31, 2021. The total funding provided by the Ministry for this program is $669,478, which includes an allocation to fund the Contract being awarded to Fanshawe College in the amount of $334,141.84 resulting in no financial impact to the City's budget.

The Ministry has not confirmed an extension to the program beyond March 31, 2021. If an extension is awarded to continue the SkillsAdvance Ontario program additional funding (100%) will be required through the Ministry of Labour, Training and Skills Development as there is no allocation of City funds in the Multi-year Budget for this particular program.

CONCLUSION

Increasing both labour market participation and the labour pool will help address a labour market imbalance. The SkillsAdvance Ontario (SAO) Project in London-Middlesex will help to alleviate the labour market pressures felt by local employers who are currently hiring and planning for further workforce expansion. The SkillsAdvance Ontario (SAO) Project provides a unique opportunity to assist individuals in moving from social assistance into sustainable employment.

PREPARED BY:	SUBMITTED BY:
JASON WESTBROOK **MANAGER, BUSINESS PLANNING PROCESS**	**JACK SMIT** **MANAGER, EMPLOYMENT STRATEGIES**
RECOMMENDED BY:	**CONCURRED BY:**
KEVIN DICKINS **ACTING MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME**	**IAN COLLINS** **DIRECTOR, FINANCIAL SERVICES**

Cc: Elaine Sauve, Program Supervisor, Ministry of Community and Social Services
Mark Harrison, Regional Program Manager (Acting), Employment and Training Division, Western Region, Ministry of Labour, Training and Skills Development
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
Mary Ma, Procurement Officer, Purchasing and Supply
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
Cara Finn, Director of Economic Development, County of Middlesex
Cindy Howard, GM, Finance and Community Services, County of Middlesex

APPENDIX "A"

Bill No.
2020

By-law No.

A by-law to authorise and approve the template Contract to be used in all SkillsAdvance Ontario (SAO) Service Provider agreements for the purposes of delivering the SAO project.

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 template SkillsAdvance Ontario (SAO) Service Provider Contract ("Contract"), substantially in the form attached as Schedule 1 to this by-law, between the Corporation of the City of London and a Service Provider, is authorized and approved.

2. The Managing Director, Housing, Social Services and Dearness Home, the Acting Managing Director, Housing, Social Services and Dearness Home, or their written

delegate, are severally delegated the power to:

(a) insert the details of the Contract, including the name of the Service Provider, and dates, into the Contract approved in Section 1 above; and

(b) execute the Contract approved in Section 1 and modified by subsection 2(a), above.

3. The Managing Director, Housing, Social Services and Dearness Home, and the Acting Managing Director, Housing, Social Services and Dearness Home, are severally delegated the power to approve and execute any further Amendments to the Contract if the Amendments are consistent with the requirements in the Contract approved in Section 1, and 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.

4. 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

TEMPLATE CONTRACT

FOR

SKILLSADVANCE ONTARIO SERVICE PROVIDER

THIS AGREEMENT with effect as of the (INSERT CONTRACT START DATE),

BETWEEN:

_____

(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 under the *Ontario Works Act, 1997*, S.O. 1997, c. 25, (Appendix 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 an organization that will administer services dealing with employment assistance for SKILLSADVANCE Ontario (SAO) Participants:

(a) Employment Support Services – Employer and Client;

(b) Curriculum Development Services; and

(c) Curriculum Delivery of Sector-Focused Essential ("Soft Skills") and Technical Training ("Hard Skills");

known collectively as the "SKILLSADVANCE Ontario (SAO) Employment Assistance Services" and, for these purposes, issued the request for proposal numbered 20-46 ("Request for Proposal");

AND WHEREAS in response to the City's Request for Proposal, the Service Provider submitted the proposal dated July 14th, 2020, to provide the services listed in **Appendix "A"** of this Agreement;

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) **"Advisory Committee"** means City of London selected members that will help inform the overall project outcomes, help to identify the regional manufacturing sectors to focus on and participate in the curriculum development and Service Provider relationships

(b) **"City Representative"** means the person delegated the authority to represent the City.

(c) **"Employment Assistance Services"** means the administration and provision of one or more of the following components:

(i) **Employment Support Services – Employer and Client**

- Sector-Focused Recruitment (Including Orientation and Service Planning) including Participant-focused supports prior, during and post training
- Sector-Focused Employment Services (Including Job Matching and Development) including employer relationship activities and

employer-focused supports (on-site supports prior, during and post training)
- Sector-Focused Retention and Advancement Services and Ongoing Case Management

(ii) **Curriculum Development Services**; and

(iii) **Curriculum Delivery of Sector-Focused Essential ("Soft Skills") and Technical Training ("Hard Skills")**

(d) **"Employment Support Services Provider**" means the Service Provider who will provide Employment Support Services to both the Employer and Participant.

(e) **"Participant(s)" or Client(s)** means a person in receipt of financial and/or employment support delivered by the City.

(f) **Curriculum Delivery Provider** means the Service Provider that will coordinate, facilitate and ensure the delivery of the essential (soft/ work-hardening skills) and technical training for three (3) initial cohorts with the expectation of on-going delivery of four cohorts annually.

(g) "**Curriculum Development Services Provider**" means the Service Provider who will develop the curriculum framework and required curriculum modules.

(h) **"SAO Employer"** means a corporation that hires a Participant to perform specific duties and job function.

(i) **"Service Provider"** means the Service Provider who will provide the specific Components of the SAO Program: Employment Support Service – Employer and Client, Curriculum Development Services and Curriculum Delivery Services.

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

(k) **"Product"** means any good, service, or idea that can be offered to a market to satisfy a want or need

(l) **"Funds"** means the money the City provides to the Service Provider pursuant to the Agreement.

(m) **"Project"** means the undertaking described in **Appendix "A"** and **"C".**

(n) **"Budget"** means the budget attached to the Agreement as **Appendix "B"** and will follow terms detailed in **Appendix "D".**

2.0 TERM:

2.1 Term of Agreement

Subject to sections 4.15, 8.1, and 8.2 this Agreement shall commence on the **26th day of August 2020,** and shall expire, without the necessity of notice, on the **31st day of March, 2021**, (the "Term of the Agreement").

2.2 Termination

a. The City reserves the right, at its absolute sole discretion, to terminate this contract with thirty (30) days written notice, without cause and without penalty.

b. The City reserves the right, at its absolute sole discretion, to cancel the awarded contract with seven (7) days written notice, with cause and without penalty.

3.0 OBLIGATIONS OF THE CITY:

3.1 Payment for Employment Assistance Services

Subject to section 3.2, the City shall pay the Service Provider for the provision of services under this Agreement as set out in **Appendix "B"**. The City shall pay a total funding amount not exceeding (**Insert Total Funding Amount**) before HST for services in three (3) lump sum payments. However, in the event that the City disputes service provision outcomes, 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 may also require the Service Provider to repay to the City some or all of the funding for the Employment Assistance Services 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 **Appendix "D"**.

3.3 Roles and Responsibilities

The City of London as Project Manager will:

a. Lead Service Providers (such as Service Providers, training providers, SAO employers and community stakeholders and Advisory Committee members) to carry out Project components deliverables;

b. Establish an Advisory Committee consisting of representatives from employers, employment training providers, industry associations, labour and economic development organizations, and sector business development organizations;

c. Ensure Service Providers and Advisory Committee:

- Advise on sector requirements, including identifying job vacancies to be filled;
- Develop relevant sector-focused employment services and skills training curriculum;
- Maintain the ongoing relevance of the workforce development activities; and
- Deliver sector-focused employment services and skills training;

d. Develop and manage clear and transparent business arrangements and practices with delivery Service Providers, including developing:

   i. Clear performance expectations for Service Providers;

   ii. Consistent and transparent methods for distributing operating Funds and financial supports to Service Providers;

   iii. Practices for the sharing of Participant data between Service Providers and the City and the Ministry. Participant data sharing practices must comply with applicable privacy legislation;

   iv. Policies regarding service delivery and coordination, such as referral, intake and assessment processes and procedures;

   v. Processes to collect and report data from all Service Providers in order to accurately complete reporting requirements as required;

   vi. Written policies on the reimbursement payment process to all Service Providers:

e. Participate actively in the reporting, monitoring and evaluation of the Project;

f. Ensure that objectives, milestones and outcomes are being met;

g. Keep a record of progress and accomplishments to-date and maintain accurate financial records;

h. Ensure that funding is being used for its intended purpose and that objectives stated in the Agreement are being met;

i. Provide prompt and accurate reimbursement to employers, according to the terms and conditions of the training or placement agreement; and

j. Input and actively manage information in EOIS-CaMS as required under its Agreement.

4.0 OBLIGATIONS OF THE SERVICE PROVIDER:

4.1 Subject to section 4.2, the Service Provider shall provide Employment Assistance Services in accordance with this Agreement, and the Outcomes as set out in **Appendix "C"** ("Outcomes").

4.2 The requirements of the Employment Services as set out in the Agreement 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 Employment Assistance Services 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:

1. (a) provide the services listed in **Appendix "A",** ensure Participants meet the Eligibility and Suitability requirements of **Appendix "F"** and fulfil the requirements:

(i) **Employment Support Services – Employer and Client**

- Sector-Focused Recruitment (Including Orientation and Service Planning) including Participant-focused supports prior, during and post training
- Sector-Focused Employment Services (Including Job Matching and Development) including employer relationship activities and employer-focused supports (on-site supports prior, during and post training)
- Sector-Focused Retention and Advancement Services and Ongoing Case Management

(ii) **Curriculum Development Services**; and

(iii) **Curriculum Delivery of Sector-Focused Essential ("Soft Skills") and Technical Training ("Hard Skills")**

(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 Employment Assistance Services 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 Labour, Training and Skills Development, or by the City;

(h) provide statistical, financial and non-financial reporting to the City on a bi-monthly and annual basis, or on a more frequent basis if requested by the City, and as set out in **Appendix "D"**;

(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 Employment Assistance Services it provides under this Agreement, and acknowledge the City's and Ministry of Labour, Training and Skills Development involvement in the Employment Assistance Services;

(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, 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:

(a) Co-operate and work with City staff to evaluate the Service Providers approved project component(s);

(b) Maintain any and all licenses, permits and approvals required to deliver the project component(s) in accordance with the requirements of this AGREEMENT and outlined in the Service Providers submission;

(c) Maintain documentation in employee personnel files to demonstrate ongoing compliance with confidentiality and vulnerable persons screening, health and safety training and all other areas identified through this AGREEMENT that relate to individual employee and as relevant to the project component submission(s);

(d) Not request payment of any charge or fee from Ontario Works Participants who are participating in the approved program;

(e) Submit reports on Participant participation and outcomes in a form or format as specified by the City of London;

(f) Assign a program lead representative of the Service Provider(s) to liaise with City staff;

(g) Comply with all instructions of the City relating to the City's compliance requirements and obligations under the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 ("MFIPPA");

- The Service Provider acknowledges that the Province (SAO Funder) is bound by the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31 ("FIPPA") 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. The Service Provider 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

(h) Acknowledge that the Service Provider 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;

(i) Treat personal information in accordance with applicable privacy legislation, and the Service Provider's own privacy policy;

(j) Maintain appropriate administrative, physical, and technical safeguards for the protection, security and confidentiality of personal information;

(k) Immediately notify City staff of any accident, incident, violation or contravention of the *Occupational Health and Safety Act, R.S.O. 1990*, *Employment Standards Act, 2000, S.O. 2000*, *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 and *Freedom of Information and Protection of Privacy Act,* R.S.O., 1990 c. F.31*;*

(l) Submit regular reports to City staff, including financial and progress reports. These reports will be used to assess the program's effectiveness and ensure service agreement compliance and ongoing accountability. Service Providers will not

request payment of any charge or fee from SAO Participants;

(m) 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(s);

(n) Attend City of London meetings as requested and will be actively involved with community coordinating activities; and

(o) Ensure that Participants requiring French language services are referred to a designated Service Provider for the appropriate support in employment search, training and other vocational training and support activities.

4.6 Performance Measures

The City's Purchase of Service Supports agreement negotiations and service agreement renewals will be linked to specific program outcomes. The expected outcomes for each component: Employment Support Services – Employer and Client, Curriculum Development Services; and Curriculum Delivery of Sector-Focused Essential ("Soft Skills") and Technical Training ("Hard Skills") are outlined in the document in **Appendix "C"**.

Periodic, quarterly and 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
- SAO program changes
- Fundamental changes to the local labour market or SAO Employer need 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 Facilities and Facility Leases

a. Facilities

The Service Provider 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 Service Provider will obtain prior written approval from the Province to use the Funds for this purpose prior to entering into agreements or making financial commitments.

4.8 Annual Report

The Service Provider shall annually provide a report on the outputs and outcomes of the Employment Assistance Services provided that year. The Service Provider shall waive its moral rights and assign copyright in the report to the City.

4.9 Inspection / Review

One or both The City and the Ministry of Labour, Training and Skills Development, or persons authorized by the City or Ministry, are entitled, at all reasonable times, to inspect or otherwise review the Employment Assistance Services performed under this Agreement and the premises where they are being performed, including satellite locations.

4.10 Compliance Audit

The Service Provider shall allow the City and the Ministry of Labour, Training and Skills Development, 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.

4.11 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 (Appendix "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.

4.12 Notwithstanding paragraph 4.11 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.

4.13 Personal Information

In accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, 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 **Appendix "E"** attached hereto and forming part of this Agreement.

- Approved Forms – Collection of Personal Information
  When collecting Personal Information under this Agreement, the Service Provider or subcontractor shall use only the forms approved by the City for that purpose.

4.14 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 Employment Assistance Services 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.

4.15 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.

4.16 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 Employment Assistance Services forming the subject of the Agreement.

4.17 Conflict of Interest

The Service Provider shall ensure that the Employment Assistance Services are carried out without a conflict of interest by any person associated with the Employment Assistance Services 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.

4.18 Acquisition and Disposal of Goods.

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 Broader Public Sector Accountability Act, 2010 (**BPSAA**), including any procurement directive issued thereunder, to the extent applicable.

If the Service Provider acquires goods, services, or both with the Funds, it will:

(c) do so through a process that promotes the best value for money; and

(d) comply with the BPSAA, including any procurement directive issued thereunder, to the extent applicable.

Disposal. The Service Provider will not, without the City'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 **Appendix "B"** at the time of purchase.

4.19 **Ownership of Products and Licencing**.

The City will own the Products.

(a) **Service Provider's Grant of Licence**. The Service Provider grants the City and all Stakeholders a perpetual, irrevocable and royalty-free licence to use the Products for any purpose except commercial gain. Without limitation, the City may update, revise, copy, translate or distribute the Products to its Stakeholders.

(b) **Representation and Warranty**. The Service Provider represents and warrants that the grant of licences pursuant to section 4.18 will not infringe or induce the infringement of any third party intellectual property rights.

(c) **Acceptance of Terms of Licence**. If at any time, the Service Provider 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 Service Provider acknowledges and agrees:

I. that the licence for the other Products is solely applicable for the purpose of the Service Provider carrying out the Project or a subsequent project with the City, or a successor Government of Ontario program;

II. the license expires on the day that the Service Provider does not hold a valid agreement with the City to carry out a project with the City, or a successor Government of Ontario program; and

III. to immediately cease using, modifying, reproducing or distributing the other Products upon the expiry of the licence.

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 Employment Assistance Services 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 Employment Assistance Services.

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 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) 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 five million ($5,000,000.00) 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 five million ($5,000,000) 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 Employment Assistance Service 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.

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) The Service Provider's operations, or its organizational structure, changes such that it no longer meets one or more of the SkillsAdvance Ontario eligibility requirements of the program under which the City provides the Funds:

(c) 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**;

(d) 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 Consequences of Events of Default and Corrective Action.

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

a. initiate any action the City considers necessary in order to facilitate the successful continuation or completion of the Project;

b. provide the Service Provider with an opportunity to remedy the Event of Default;

c. suspend the payment of Funds for such period as the City 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 Service Assistance Provider;

g. demand the repayment of an amount equal to any Funds the Service Assistance Provider used, but did not use in accordance with the Agreement;

h. demand the repayment of an amount equal to any Funds the City provided to the Service Provider; and

i. terminate the Agreement at any time, including immediately, without liability, penalty or costs to the City upon giving Notice to the Service Provider.

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:

_____

_____

_____

_____

_____

9.4 All notices so sent shall be deemed to have been received by the Service Provider 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 Appendixes Forming Part of Agreement

(a) The parties understand and agree that the following Appendixes "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) Appendix "A" – List of Employment Assistance Services to be Provided;

(ii) Appendix "B" – Employment Assistance Services Pricing and Payment Details;

(iii) Appendix "C" – Outcomes Schedule

(iv) Appendix “D” – Accounting and Reporting Requirements;

(v) Appendix "E" – Municipal Freedom of Information and Protection of Privacy Act Provisions;

(vi) Appendix "F" – Employer and Participant Eligibility and Suitability

(b) Where there are any conflicts between provisions in the published City of London RFP 20-46 (RFP), the Proponent’s Submission to that RFP and the body of this Agreement and the provisions in the Appendixes attached to this Agreement, the provision in the body of the Agreement governs, except where the provision in the RFP, or the Proponent’s Submission to the RFP, or the Appendixes 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 **Appendix “A”** and a provision in **Appendix “C”,** the provision in **Appendix “A**” shall govern, except where the provision in **Appendix “C”** 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 RFP, the Proponent’s Submission to that RFP, body of the Agreement and a provision in an Appendix or a provision in one of the above or Appendix and a provision in another Appendix 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, **Appendix "D"** 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

[insert NAME OF SERVICE PROVIDER]

_____

Per:

Name:

Title:

_____

Per:

Name:

Title:

I/We have authority to bind the Corporation.

APPENDIX "A"

List of SkillsAdvance Ontario Employment Services to be Provided

As Detailed in City of London RFP 20-46.

Service Provider Deliverables

Component A: Employment Support Services – Employer and Client

The Service Provider will be responsible for the delivery and coordination of employer and client services including SAO project recruitment, assessment, orientation, pre-employment services, facilitation, job preparedness services and ongoing coaching and supports to SAO Participants and employers. In addition the Service Provider will also provide direct on-site problem solving supports and training opportunities to the SAO employers. The detailed description of deliverables are listed below:

Staffing

The supports in Employment Supports Services are intensive and will require significant staffing dedicated to the project. The Service Provider will provide at least three (3) dedicated fulltime staff solely for the purposes of delivering services for Component A: Employment Support Services – Employer and Client specifically.

i. Sector-Focused Recruitment (Including Orientation and Service Planning)

Recruitment Activities

a. Lead the recruitment of potential eligible and suitable individuals for participation in SAO opportunities as detailed in **Appendix "F"** and in collaboration with the City, the Advisory Committee and stakeholders**;**

b. Create and utilize a City approved case management profile;

c. Work together with the City, other Service Providers and SAO project employers to screen Individuals based on:

    1. Eligibility criteria developed for SAO Project

    2. Suitability criteria developed for the SAO Project, such as specific physical requirements of the occupation;

    3. Identified workforce development needs such as aptitude for success in essential, technical, and employability skills training; and

    4. Potential fit with workplace culture as determined by the City and as advised by the Advisory Committee and SAO employers;

Orientation Activities

a. Conduct interview(s) to assess Individual's motivation and attitude, employability and, where applicable, current job situation (for example, gauge interest in career advancement);

b. 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.

c. 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);

d. Notify Individuals that personal information will be used to contact them for the purpose of monitoring and follow-up on SAO activities and obtain their consent; and

e. Advise Individuals well in advance of additional screening activities used for employment in certain sectors.

Service Planning Activities

a. The Service Plan is developed jointly with the Participant and identifies goals related 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. The Service Plan is updated regularly, as the Participant moves through different project components and subcomponents to achieve employment and career or advancement goals;

b. If the Participant is a social assistance Participant, consent to contact the social assistance case manager or administrator will be obtained in order to support service coordination as required;

c. If the Participant is a social assistance Participant, 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;

d. The Participant's case is managed throughout the Participant's involvement in employment and training services; and

e. Post-employment follow-up is conducted.

Participant-Focused Supports (Case Management and Access to SAO)

For the Individual who is eligible:

a. Ensure a case management profile is created and completed in a City of London approved format for the Individual who wishes to proceed with the determination of suitability.

b. 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.

c. 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. Participation in SAO is separate and distinct from other programs and interventions.

Employability, Essential Skills and Job Readiness Assessment Requirements

The Service Provider will develop or revise an Employability, Essential Skills and Job Readiness Assessment tool to be approved by the City of London and used to screen Participants. The Service Provider will identify which assessment tool(s) will be used as part of their Proposal submission. The assessment tool will ensure the following:

a. The assessment tool determines Participant's strengths and areas for improvement;

b. The assessment tool measures Participants' progress and their skill level pre- and post-training;

c. The same assessment tool is used for both the pre- and post- training assessments; and

d. The Participants' pre- and post- assessment results of their employability and essential skills training are reported to the City of London in an approved format.

ii. Sector-Focused Employment Services Requirements (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, eight (8) week SAO employment with intensive supports, job coaching, screening support, onboarding and workforce retention support.

Participants

Under this subcomponent, the Service Provider will ensure Participants will be provided with:

a. Job search assistance services, job coaching and support during the job search process;

b. Job matching and development services that identify Participants' skills and occupational interests and potential employment opportunities;

c. 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.

d. Employment opportunities that will support Participants in bridging into sustainable employment through:
    1. Paid full-time employment
    2. 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;
    3. Offering SAO employers opportunities to gauge and evaluate Participants' skills, readiness for employment, and fit with the sector in advance of hiring; and
    4. 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).
e. Sector-focused employability skills to obtain, retain and succeed in employment, such as:
    1. Transferable employability skills required to support their long- term resilience in the labour market; and
    2. Personal attitudinal and behavioural management skills for the workplace, such as teamwork and time management;
    3. Communication skills such as how to communicate professionally in the workplace, or how to effective self-manage stress in the workplace;
    4. Work hardening or opportunities to acclimatize to sector specific hours or work and physical requirements.
    5. Sector-focused job attainment skills that are identified by Advisory Committee;
    6. Career readiness or soft skills, such as preparing a résumé and cover letter, completing a job application, and succeeding in a job interview

The Service Provider will work with the Participant and the SAO employer on establishing an employment agreement that details a plan and necessary supports required to achieve employment goals. The agreement will include specifics of intensive supports provided during the initial 8 weeks of employment as well as the ongoing supports provided after the eight (8) week period. Consistent with other Employment programs, exceptions may apply for Participants with disabilities.

The Service Provider will ensure wages paid to the Participants during SAO employment meet all requirements under the *Employment Standards Act, 2000*. The Service Provider will keep records to ensure this requirement is met and provide report to the City Program Manager as requested.

In consultation with the City, Participants may attempt employment with more than one employer, depending on the vacancies identified by the Service Providers and Advisory Committee.

The Service Provider will conduct at least one site visit prior to any SAO Employment opportunities with each SAO employer to confirm the suitability and safety of the workplace. The Service Provider will keep records of site visits and outcomes and provide them to the City program manager upon request.

Should a Participant accept an offer of employment with a non SAO project employer prior to completion of the eight (8) weeks of intensive SAO employment supports, the Participant is not required to participate in the following:

a. Job coaching that prepares Participants for SAO employment opportunities before or after the SAO employment opportunity is completed and coaching in the form of regular monitoring of progress and ongoing support.

   The Service Provider will ensure that employment goals stated in the SAO Employment agreements are met by both the Participant and the SAO employer and offer the following services as required:

   - Guidance and direction on the employer's expectations and workplace standards;
   - One-on-one, on-site training and support, including orientation to workplace health and safety as required;
   - Identifying, preventing and resolving issues as they arise during employment;
   - 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
   - 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 Service Provider will coordinate the following screening activities where the employer advises it is necessary and the Participant has provided written consent to same:

a. Testing for manual dexterity or strength;

b. Drug screening; and

c. 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 Service Provider 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 Service Provider and the Participant will be required to identify more appropriate employment goals.

Employer Relationship Activities

Under this subcomponent, the Service Provider will ensure employers are provided with sector-focused job matching and development services and other required employment services to support workforce development needs including:

a. 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;

b. Coaching services where the Service Provider 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

c. 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.

d. Build a supply of skilled Participants who can meet their workforce development needs by providing training services to improve their workforce performance;

e. Reduce turnover and associated recruitment and training costs;

f. Demonstrate commitment to workforce development, including advancement of Participant; and

g. Form effective and dependable workforce development partnerships with Service Providers.

h. 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;

   3. 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.

i. 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;

j. help the City 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;

iii. Sector-Focused Retention and Advancement Services Activities

The objective of this subcomponent is to provide post SAO employment services to both Participants and employers for one (1) year following the start of employment. The Service Provider 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 Service Provider will:

a. Develop a follow-up plan with Participants upon conclusion of their eight (8) week intensive supports in the SAO employment, and identify a minimum number and frequency of communication to mitigate any potential risks to employment success;

b. Provide sector-focused career planning and management assistance, such as individualized career counselling and ongoing career planning; and

c. 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 Employment Services.

Participant Documentation Requirements:

The Service Provider will ensure that records for Participants include:

a. A completed, signed and dated SkillsAdvance Ontario Participant Registration form which contains the Province's notice of collection and the consent to the City and Province's indirect collection of personal information;

b. A statement on file that:

1. The Participant's photo identification has been reviewed; or

2. Two (2) 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);
4. Assessments, service referrals and evidence of progress;
5. A clear and achievable service plan for employment and or training;
    I. Rationale to support SAO participation, including suitability and employability information;
    II. Clear explanations of how service is expected to improve employability;
    III. Details of financial supports, such as:
        - Reason for the supports;
        - Amount of supports;
        - Confirmation of income level; and
        - Authorized signature for supports.

Employer Document Requirements

The Service Provider will ensure that its records relating to an employer contain:

a. Proof of employer's eligibility;
b. Documentation of at least one (1) site visit per employer, prior to any placements, to confirm that the employer can provide a suitable and safe workplace environment;
c. Employer declaration of WSIB or alternative workplace safety insurance coverage and third party liability insurance;
d. A completed SkillsAdvance Ontario Employer Registration form;
e. Employer profile information, including size, sector and the Participant's occupational profile;
f. Information that describes the capacity of the employer and the workplace to provide relevant training;
g. A completed, signed copy of the SkillsAdvance Ontario Training Placement agreement;
h. An assessment of the employer's ability to fulfill placement commitments and to continue to provide employment to the Participant after the training period is completed which may include:
    1. Evidence of employer's request for workplace or initial placement supports;
    2. Information on job placement duration(s); and
    3. Evidence of Service Provider approval and payment of supports based on the job placement.

Organizational Capacity

Service Provider will:

- meet and continue to meet quality and customer service standards;
- have strong employer partnerships and relationships;
- have experience and expertise to provide services to target groups identified in the AGREEMENT;
- have established processes for ensuring staff skills and labour market knowledge remain current;
- have the ability to assist with and improve the effectiveness of job searches and provide current job search supports to Participants;
- have the capacity to provide intensive supports to SAO Participants especially in the initial eight (8) weeks of SAO employment;
- have the capacity to assist with job retention and ongoing supports and monitoring for one (1) year thereafter for SAO Participants;
- where appropriate, organizations must provide confirmation that all the necessary licenses, permits and approvals are in place for them to carry out their mandate, and to deliver the program legally;
- they employ sufficient number of program staff that are qualified to deliver required services;
- they have the administrative capacity/systems to manage the reporting and monitoring requirements associated with the programs, and;
- they provide the full range of Employment readiness, intensive supports and Retention in addition to job developer functions related to maintaining valued Employer relations.

Component B: Curriculum Development Services

The Service Provider will be responsible for the development (or revision) of food manufacturing and general manufacturing sector-specific curriculum. The Service Provider will tailor sector specific curriculum framework to address both hard and soft skills components to match the needs of participating employers in the region(s).

The Service Provider will have familiarity with the SAO objectives, have established key working relationships in the region(s), and will develop the curriculum in the initial phase which can be readily adapted and revised for the second and third phases (expansion across the Oxford and Elgin regions) in Year Two (2) and Year Three (3).

Curriculum Development Activities

Develop food services and general manufacturing curriculum framework and delivery approaches that reflect knowledge of the sector's workforce development requirements through:

a. Customizing an employment focused training curriculum framework and delivery approaches to meet the needs of SAO employers through direct consultation to ensure their training needs for the purposes of customization with the Service Provider(s) and to ensure developed training and delivery approaches continue to meet SAO employers' needs on an ongoing basis;

b. Refocusing Curriculum Delivery services to meet employability skill requirements (for example, sector-focused soft skills needs);

c. Developing new training curriculum or revising existing curriculum to meet essential ("soft") and technical ("hard") skills needs; and

d. Endorsing sector-focused employment and training services and curriculum by SAO employers and Advisory Committee;

Curriculum Development and/ or Revision Requirements

Where the Service Provider will develop or update a training curriculum, or deliver training by itself, the Service Provider will keep the following documentation:

1. Name and description of the curriculum;
2. Date curriculum will be delivered to the Service Provider;
3. Credential to be obtained (for example, a certificate);
4. Proof of SAO employer endorsement; and
5. Reports on Project and Participant progress

Curriculum Development Requirements:

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:

1. Name and contact information of the curriculum developer;
2. Name and description of the curriculum;
3. Date curriculum will be delivered to the Service Provider;
4. Credential to be obtained (for example, a certificate);
5. Proof of SAO employer endorsement; and
6. A requirement for the curriculum developer to supply the Service Provider with any reports on Project and Participant progress required by the Service Provider to meet its reporting, monitoring and evaluation requirements in the Agreement.

Component C: Curriculum Delivery Services

The Service Provider will coordinate, facilitate, adapt and ensure the delivery of the essential (soft/ work) and technical training for four (4) cohorts annually. The Service Provider will need to be flexible in their delivery of the curriculum to meet the needs of individual learning styles of each

cohort. It is expected the curriculum will require revisions, adaptations and changes between cohorts as the curriculum is adjusted based on employer, Participant and SAO Advisory Committee feedback. The Service Provider will be expected to work closely with SAO Employers and the Service Delivery agent to ensure successful training outcomes for each cohort are achieved.

The Service Provider will ensure Participants are provided with:

a. Training that integrates essential and technical skills, as required to enter the jobs for which vacancies, retention or advancement opportunities are identified by the Advisory Committee, Employers and the City;

b. Training that provides experiential learning, integrates adult learning principles and adapt learning environment to best prepare Individuals for manufacturing setting'

c. Any required workplace safety training (including certification) required;

d. Training opportunities that are short in duration (no longer than six (6) months to accelerate entry to employment and generation of income);

e. Training that will lead to an industry-recognized credential or certificate of completion endorsed by the Service Providers and Advisory Committee to support resilience in employment.

Sector-Focused Pre-Employment Services ("Soft Skills Training") Requirements

The Service Provider 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:

a. Transferable employability skills required to support their long- term resilience in the labour market; and

b. Personal attitudinal and behavioural management skills for the workplace, such as teamwork and time management;

c. Communication skills such as how to communicate professionally in the workplace, or how to effective self-manage stress in the workplace;

d. Work hardening or opportunities to acclimatize to sector specific hours or work and physical requirements.

e. Sector-focused job attainment skills that are identified by Advisory Committee;

f. Career readiness or soft skills, such as preparing a résumé and cover letter, completing a job application, and succeeding in a job interview;

ii. Sector-focused career planning and management skills to retain and advance in employment that can be obtained through activities such as:

a. Career counselling and career planning; (Individualized supports will be provided by the Employment Supports Services Provider);

b. Personal attitudinal and behavioural management skills coaching such as positive attitude and responsible behaviours;

c. Sessions on worker rights, including employee duties and employer obligations under the Employment Standards Act, 2000, S.O. 2000, c. 41 and the Occupational Health and Safety Act, 1990 c. O.1.

Training Delivery Documentation Requirements

Where the Service Provider will work with Service Providers to develop or update the curriculum or deliver training, the Service Provider will enter into curriculum or training delivery agreement(s) as outlined below, and provide payments as appropriate.

At a minimum training delivery agreement(s) will include:

1. Name and contact information of the training provider;
2. Name and description of the training;
3. Duration;
4. Credential to be obtained (for example, a certificate);
5. Number of Participants to be trained;
6. Cost per Participant;
7. Training provider refund policies;
8. Requirement that the training provider give the Service Provider any reports on Project and Participant progress required for the Service Provider to meet its reporting requirements to the Province; and
9. Proof of training delivery in Ontario.

Organizational Capacity

Service Provider will:

- meet and continue to meet, industry standards
- have strong employer partnerships and relationships
- have the expertise to offer the skill training program to Participants

- have experience and expertise to provide services to target groups identified in the submission
- have established processes for ensuring staff skills and labour market knowledge remain current
- have the ability to assist with and improve the effectiveness of job searches and provide current job search supports to Participants during the training and workshops
- where appropriate, have provided confirmation that all the necessary licenses, permits and approvals are in place for them to carry out their mandate, and to deliver the program legally
- employ sufficient number of program staff that are qualified to deliver required services, and
- have the administrative capacity/systems to manage the reporting and monitoring requirements associated with the programs

APPENDIX "B"

Employment Assistance Services Pricing and Payment Details

Use of Funds and Project. The Service Provider will:

a. not exceed the total funding amount of **(INSERT TOTAL FUNDING AMOUNT)** before HST.

b. carry out the Project in accordance with the terms and conditions of the Agreement;

c. use the Funds only for the purpose of carrying out the Project;

d. spend the Funds only in accordance with the City approved SAO Service Provider Budget; and

e. 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.

Lump Sum Payment Schedule - (payments based on a percentage of the Total Cost listed above minus a 5% holdback payable upon successful completion of all Employment Services requirements)

1. Sept 15th, 2020 (50%)

2. January 15th, 2021 (35%)

3. April 15th, 2021 (10%)

APPENDIX "C"

Outcomes Schedule

Component A: Employment Support Services – Employer and Client

Deliverables*:*

The Employment Support Services – Employer and Client Support will to facilitate and provide 60 or more participants per annum with:

a. A range of essential and technical skills opportunities that address the diverse needs of Participants and regional workforce;
b. Program options or service path that acknowledges previous experience with employment agencies, recent labour market attachment or familiarity with job search tools, local labour market and job search strategies;
c. High quality, responsive and innovative services and supports aimed at increasing employability;
d. Essential employment services that are not currently provided nor funded by
e. other ministries or departments;
f. Participant-centred approaches to assessments and referrals;
g. Opportunities, supports and services to obtain sustainable employment;
h. Post program and job retention supports to maintain their employment to attain high job retention rate for Participants exiting the SAO program.

Outcomes:

The expected outcomes of Employment Support Services include the following:

a. Employer centric support to ensure positive and successful SAO experience;
b. Provide 100% of Participants and employers accessing SAO services with a customer satisfaction survey to complete at program exit;
c. At least 75% of Employers view SAO Participants as a valued resource to meet workforce demands and continue to engage with SAO project;
d. 85% Employers find value in SAO business supports related to HR and training;
e. 100% Employers are uniquely engaged including training development, coaching of staff – supervisors, HR personnel, work-site coaches;
f. 85% of Participant engagement, program completion and satisfaction;
g. Increased employability of Participant;
h. 85% of Participants successfully transition to:
    i. Sustainable employment in manufacturing sectors including opportunities for advancement within the sector;
    ii. Additional training that leads to advancement in the sector

iii. Education / Literacy supports where required;

iv. Other employment programs, social supports or community programs.

Milestones- Key performance indicators

ACTIVITIES	ACTIVITY START DATES
Deliver sector-focused recruitment activities (including orientation and service planning). 15 Participants per cohort	**Cohort 1: September 1, 2020** **Cohort 2: October 1, 2020** **Cohort 3: December 1, 2020**
Support Clients in attending workshops and training components. The Employment Staff are present to support Participants and problem solve with whatever issues may arise.	**Cohort 1: October 5, 2020** **Cohort 2: November 16, 2020** **Cohort 3: January 4, 2021**
Deliver job matching and eight (8) week intensive activities. Fifteen (15) Participants each cohort.	**Cohort 1: November 9, 2020** **Cohort 2: December 15, 2020** **Cohort 3: February 2, 2021**

2020 to MARCH 2021 INTAKE

Participant (Jobseekers) Intake Target	**43**
Participant (Jobseekers) Placement Target	**37**
Participant (Jobseekers) Retention Target	**31**
Participant (Incumbent Workers) Intake Target	**2**
Participant (Incumbent Workers) Placement Target	**2**
Participant (Incumbent Workers) Retention Target	**2**

Component B: Curriculum Development Services

Deliverables*:*

The City's SAO curriculum will provide Participants with a unique approach to preparing individuals for the workplace. An approach grounded in sector-specific technical skills and knowledge while balanced with essential/ soft skills to successfully retain employment. It will:

a. Provide specific training requested by employers;
b. Help people gradually acclimatize to shift work and manufacturing environments;
c. Provide learning opportunities from work-life challenges;
d. Provide opportunities to shift behavior / attitudes;
e. Provide a safe environment in which to fail and then learn from mistakes;

Outcomes:

a. The curriculum has a local approach, utilizing local community expertise to address specific issues or concerns within a local context and respondingto industry specific employer needs;
b. Sector-specific training co-designed with employers and evidence that curriculum changes reflect feedback from employers, Participants, Advisory Committee and the City;
c. Customized curriculum which contains both hard skills (specific to industry- 40%) and Essential / soft skills (skills required by employer to be successful on the job- 60%);
d. Curriculum that evolves based on learnings from cohorts 1 and 2;
e. Curriculum that is easily adaptable to other manufacturing sectors and regions and utilized by all cohorts and additional Phases of the SAO project;

Milestones- Key performance indicators

ACTIVITIES	COMPLETION DATE
Develop or revise sector-focused curriculum	**Cohort 1: September 18, 2020** **Cohort 2: November 6, 2020** **Cohort 3: December 18, 2020**
Revise Curriculum to a general manufacturing focus	**Cohort 2: November 20, 2020**

Component C: Curriculum Delivery of Sector-Focused Essential ("Soft Skills") and Technical Training ("Hard Skills"):

Deliverables*:*

The goal of Essential and Technical Training is directly linked to sector-specific employment. Delivery methodology should utilize adult learning techniques to ensure successful engagement and completion of all learning components. The training should prepare Participants to improve their employability skills through sector-specific training combined with soft skills training as identified in consultation with the SAO employers.

Outcomes:

- Flexible training that utilizes adult learning principles to achieve project goals
- The program takes a local approach utilizing local community expertise to address specific issues or concerns within a local labour market context and responds to industry specific employer needs;
- Provide 100% of Participants and employers accessing SAO services with a customer satisfaction survey to complete at exit; and
- With the intensive supports, 85% of Participants are expected to complete the in class training and begin employment.

Milestones- Key performance indicators

ACTIVITIES	ACTIVITY START DATES
Deliver sector-focused pre- employment services ("soft skills training") 15 Participants each cohort.	**Cohort 1: October 5, 2020** **Cohort 2: November 16, 2020** **Cohort 3: January 4, 2021**
Deliver sector-focused essential and technical skills training ("hard skills training") 15 Participants each cohort.	**Cohort 1: October 5, 2020** **Cohort 2: November 16, 2020** **Cohort 3: January 4, 2021**

APPENDIX “D”

Accounting and Reporting Requirements

In fulfillment of its obligations under the Agreement for Employment Assistance Services, 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 Employment Assistance Services 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 Employment Assistance Services, 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 Employment Assistance Services 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 Employment Assistance Services.

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

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

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

APPENDIX "E"

Municipal Freedom of Information and Protection of Privacy Act Provisions

1. In this Appendix:

   (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. Designate an experienced official who will be responsible for ensuring the Service Provider's compliance with its privacy policy and the privacy protection provisions of the Agreement
   (a) Make the designated privacy officer aware of the 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 deliver the Project;

3. 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.

4. 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.
   (d) on behalf of the City, 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 City for this Project and retain the signed forms as mandated by the City for this Project for duration of the contract and make it available to the City, upon request;

5. The Service Provider shall retain all Personal Information in a manner that protects its security and confidentiality.

6. 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*,

7. 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.

8. The Service Provider shall not destroy any City Records without the prior approval of and consent from the City.

9. Subject to all applicable legislation, including the *Municipal Freedom of Information and Protection of Privacy Ac*t, 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 without delay, detailed information in the event of a personal privacy or confidential breach or security incident at all times and adhere to all directions provided to the Service Provided by the City, 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.

APPENDIX "F"

EMPLOYER AND PARTICIPANT ELIGIBILITY AND SUITABILITY

EMPLOYER

The Service Provider will ensure that employers meet the eligibility and suitability requirements set out below:

a. Employer Eligibility:

The Service Provider 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. Employer Suitability:

The Service Provider 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 Service Providers 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.

PARTICIPANT

The suitability assessment will take place before a person is invited to participate in the SAO program. A pre-assessment can form part of this suitability assessment. The Curriculum Design Services and the Employment Support Services would need to work collaboratively to administer this assessment.

A pre-assessment to training can be included; its purpose should be clearly outlined. A pre-assessment can be included as a form of evaluation and a means of gauging progression.

a. Participant Eligibility

The Service Provider 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); Individuals who are on a SAO employer's payroll but are facing barriers to job retention or advancement as identified by the Service Providers and Advisory Committee;

ii. 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);

iii. 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.

iv. 18 years of age or older; and

v. Individuals who are not employed in senior management or executive

positions, or have controlling interest in the business.

b. Participant Suitability

The Service Provider 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 Service Providers 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.

TO:	**CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING OF AUGUST 12, 2020**
FROM:	**LYNNE LIVINGSTONE CITY MANAGER AND CHERYL SMITH MANAGING DIRECTOR, NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES AND KEVIN DICKINS ACTING MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME**
SUBJECT	**STRATEGIC PLAN PROGRESS VARIANCE**

RECOMMENDATION

That, on the recommendation of the City Manager, the Managing Director of Neighbourhood, Children and Fire Services, and the Acting Managing Director, Housing, Social Services and Dearness Home, the following report on the Strategic Plan Progress Variance **BE RECEIVED** for information.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

- Strategic Priorities and Policy Committee (SPPC): November 25, 2019, June 23, 2020.

BACKGROUND

On April 23, 2019, Council set the 2019-2023 Strategic Plan for the City of London. This is a critical document that identifies Council's vision, mission, and the strategic areas of focus for 2019-2023. It identifies the specific outcomes, expected results and strategies that Council and Civic Administration will deliver on together over the next four years.

The Strategic Plan also includes a commitment to report regularly to Londoners on the implementation of the Strategic Plan, demonstrating progress being made and how this work is having an impact in the community.

As part of the Strategic Plan reporting cycle, variance reports are completed for any actions identified as 'caution' or 'below' plan in the Semi-Annual Progress Report. These reports are submitted to the appropriate Standing Committee following the tabling of the May and November Progress Reports.

DISCUSSION

This report outlines the actions corresponding to the Community and Protective Services Committee that, as of May 2020 that were identified as caution or below plan. This report covers 6 milestones that were flagged as caution.

Overall Strategic Plan Progress

As of May 2020, 462 (88.0%) of all actions are complete or on target. 46 (7.9%) actions were marked as 'caution' (actions behind by one quarter or three months or actions that are in progress or not yet started that are flagged as possibly not being completed by the target end date). There were no actions that were noted as below plan.

Variance Explanations

Strengthening Our Community – Caution

Strategy	Action	Rationale & Implications	New Timeline
Outcome: Londoners have access to the supports they need to be successful. **Expected Result:** Increase opportunities for individuals and families.			
Work collectively with community partners to improve outcomes and integrated responses for children, youth, families, and older adults.	Implement the Age Friendly London Action Plan 2017-2020. **Action owner:** NCFS **End date:** 12/31/20	Due to COVID-19, some activities planned for 2020 have been cancelled or delayed. The revised end date will allow the Age Friendly London (AFL) Network to fulfil Action Plan strategies and align the AFL evaluation with upcoming evaluations for other community plans. In response to the AFL activities that have been cancelled or delayed in 2020, Civic Administration has implemented alternative activities responsive to COVID-19 restrictions.	The new target end date is 12/31/21.
Outcome: Londoners have access to the services and supports that promote well-being, health, and safety in their neighbourhoods and across the city. **Expected Result:** Increase neighbourhood safety.			
Develop and implement a Community Safety and Well-Being Plan.	Develop and finalize Community Safety and Well-Being Plan and Metrics. **Action owner:** NCFS **End date:** 12/31/20	Due to COVID-19, the Province of Ontario has extended to deadline for municipalities to develop a Community Safety and Well-Being Plan. The revised end date allows additional time to complete the plan and presents an opportunity to remain responsive to emerging community priorities.	New target end date: 12/31/21.
Develop and implement an enhanced Public Awareness Program to educate the public on their roles and responsibilities during emergency situations.	Deliver Training on the Program. **Action owner:** CMO **End date:** 12/31/23	Current COVID-19 response may impact the implementation of public education programs in schools. There are no implications. Significant public information and awareness has been shared throughout COVID.	New end date: 12/31/23.

Growing our Economy - Caution

Strategy	Action	Rationale & Implications	New Timeline
Outcome: London will develop a top quality workforce. **Expected Result:** Increase access employers have to the talent they require.			
Increase Ontario Works client participation within employment activities.	Monitor and report to Council on caseload trends as part of the Ontario Works Participant and Service Delivery Profile report. **Action owner:** HSSDH **End date:** 6/30/20	Ontario Works Participant and Service Delivery Profile report has been distorted by COVID-19. A delayed report will provide a more accurate reflection of caseload trends and will factor in the longer term impacts of COVID-19. There are no implications as Ontario Works Services continue, including monitoring of caseloads. Ontario Works employment services will expand during Phase 3 of the re-opening of the economy.	The new end date for this action is 12/31/20.

Creating a Safe London for Women and Girls - Caution

Strategy	Action	Rationale & Implications	New Timeline
Outcome: London has enhanced the potential for women and girls to live safe lives. **Expected Result:** Decrease male violence against women and girls who are subjected to abuse, assault and non-state torture in their intimate relationships; sex trafficking; sexual assault; and workplace harassment.			
Support community-based initiatives and organizations committed to ending male violence against women including but not limited to Anova (UN Safe Cities); Atlohsa Family Healing Services; the London Abused Women's Centre/Youth Opportunities Unlimited/Salvation Army Correctional and Justice Services (Phoenix and Choices Programs); and London Police Services (DV Unit and HT Unit).	Support Anova to complete the UN Safe Cities Interim Report **Action owner:** CMO **End date:** 3/31/20	Anova, the City of London and numerous community partners have worked collaboratively to complete the UN Safe Cities Interim Report. This report was scheduled to go to the March 31, 2020 Community and Protective Services Committee, however, due to COVID-19, this report was delayed. There are no implications as work on this initiative continues.	The new end date for this action is 9/30/20.
	Support Anova in completion of final draft scoping study and next steps to Council for consideration. **Action owner:** CMO **End date:** 6/30/20	Due to the impacts of COVID-19, it is anticipated that this action will be delayed. There are no implications as work on this initiative continues.	New target end date: 12/31/20.

CONCLUSION

The Semi-Annual Progress Report is an important tool that allows the community, Council and Administration to track progress and monitor the implementation of Council's Strategic Plan. In some cases actions have been delayed due to shifting priorities or emerging circumstances. The Strategic Plan Variance Reports are intended to provide Council with a more in-depth analysis of these delays. Information included in this report can support Council in strategic decision making and inform the work of Civic Administration.

RECOMMENDED BY:	RECOMMENDED BY:
KEVIN DICKINS **ACTING MANAGING DIRECTOR HOUSING, SOCIAL SERVICES AND DEARNESS HOME**	**CHERYL SMITH** **MANAGING DIRECTOR NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES**

RECOMMENDED BY:
LYNNE LIVINGSTONE **CITY MANAGER**

cc. Strategic Leadership Team
Strategic Thinkers Table

TO:	**CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON AUGUST 12, 2020**
FROM:	**KEVIN DICKINS ACTING MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME**
SUBJECT:	**CAPITAL REPAIR AND IMPROVEMENT PROGRAM APPROVAL OF LOAN AGREEMENT**

RECOMMENDATION

1) That, on the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home, the attached proposed by-law (Appendix "A") **BE INTRODUCED** at the Municipal Council meeting to be held on August 25, 2020 to:

   a) **TO AUTHORIZE AND APPROVE** the Capital Repair and Improvement Loan Agreement for the Capital Repairs and Improvement Program for non-profit and co-op housing providers, substantially in the form attached as Schedule 1 to the by-law and satisfactory to the City Solicitor, for the Capital Repairs and Improvement Program between the City of London and eligible housing providers; and

   b) **AUTHORIZE** the Acting Managing Director, Housing, Social Services and Dearness Home or delegate, to execute the Capital Repair and Improvement Loan Agreement authorized and approved in part 1 a), above.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

- Request for Proposal 18-05 Social Housing Building Inventory – Building Condition Assessment and Reserve Fund Studies (CPSC: June 18, 2018)

- Municipal Council Approval of Canada-Ontario Community Housing Initiative (COCHI) and Ontario Priorities Housing Initiative (OPHI), Approval of Ontario Transfer Payment Agreement (CPSC: June 17, 2019)

- Municipal Council Approval of The Housing Stability Plan 2019 to 2024, as Required Under The Housing Services Act, 2011 (CPSC: December 3, 2019)

BACKGROUND

Link to Corporate Strategic Plan

Administering the Capital Repair and Improvement Program links to the Corporate Strategic Plan's key area of focus of "Strengthening our Community", specifically:

- Reduce the Number of Individuals and Families Experiencing Chronic Homelessness or At Risk of Becoming Homeless

Link to Housing Stability Action Plan

Administering the Capital Repair and Improvement Program links to the Housing Stability Action Plan Strategic Initiative 2.2.c "Support long-term capital planning for social housing providers to address renovation and repair needs".

Intent of this Report

1. Provide background on the Capital Repairs and Improvement Program;
2. Request approval of the standard form Capital Repair and Improvement Loan Agreement; and
3. Request approval for the Acting Managing Director, Housing Social Services and Dearness Home, or his/her designate, to execute on behalf of the City, Capital Repair and Improvement

Loan Agreements between the City and eligible housing providers in a form satisfactory to the City Solicitor.

Background

Under the *Housing Services Act, 2011*, the City of London is identified as the Service Manager responsible for administering the delivery of social housing in the City of London and the County of Middlesex.

As the social/community housing sector faces the challenge of aging infrastructures and longer lead time for capital project execution, the intent of the Capital Repairs and Improvement Program ("Program") is to provide additional funding mechanisms that allow greater support and flexibility for housing providers.

The Program will provide non-profit and co-op housing providers the opportunity to access capital funding through a centralized application process. All approved requests through the Program will be funded in the form of either a grant, an interest-free loan with a repayment plan, or a combination of both.

Within London and Middlesex County, there are 63 Social Housing Providers (excluding London Middlesex Community Housing) who manage approximately 3,300 rent-geared-to-income units. Through the recent completion of the Building Condition Assessment and Reserve Fund Studies which analyzed capital requirements for those 63 Social Housing Providers which identified a forecasted infrastructure gap of $63,842,095 over the next 30 years.

Funding Sources and Eligibility

Funding will be available through the Canada-Ontario Community Housing Initiative (COCHI) as well as the City of London's Social Housing Major Repairs and Upgrades Stabilization Reserve Fund.

Under the COCHI funding, the City of London, within its capacity as Service Manager for the City of London and Middlesex County, has allocated COCHI Capital Repair funding as the primary funding source for grants. As a result of the Community and Protective Service Committee on June 17, 2019, Council approved the COCHI Investment Plan that allocated capital repairs for $962,412 for 2020/21 and $1,360,586 for 2021/22. To be eligible for this funding, Housing Providers must be a social housing provider as defined under the *Housing Services Act, 2011*. In addition, all projects are required to adhere to commitment and completion deadlines as per the provincial COCHI guidelines.

Loan Funding will be supported by the City's Social Housing Major Repairs and Upgrades Stabilization Reserve Fund. The reserve fund was established to provide funding for major capital repairs and upgrades to maintain existing social housing units managed by non-profit and co-op housing providers. The loan will be interest-free with a repayment period not to exceed ten (10) years.

The City's Social Housing Major Repairs and Upgrades Stabilization Reserve Fund may also be a source of funding for capital projects that are supported for grant funding when COCHI Capital Repair funding is exhausted.

Priorities

Funding request submissions will be reviewed and evaluated by the Housing Division through an internal Capital Request Evaluation Assessment tool that uses a weighted average approach to assess local priorities. Priority will be given to the following types of proposals:

- **Life Safety, Structural Integrity, or Legislative Requirement Concerns**
    - Life Safety: Hazardous conditions which can lead to loss of life, critical or extremely severe injury and must be corrected and/or removed.
    - Structural Integrity: Conditions which if left uncorrected can reasonably be expected to lead to the deterioration of structural elements of a building.
    - Legislative Requirements: Conditions which are not in compliance with legislative requirements.

- **Long-Term Financial Sustainability:** Repairs or improvements that will generate positive financial savings and offset the initial capital investment within a reasonable payback period.

- **Accessibility:** Major modification to a building (i.e. accessible ramps, lifts, or multiple units conversions) to meet current accessibility needs.

- **Energy Saving and Long-Term Resiliency:** Repairs or replacements that generate utility savings (i.e., electricity, water, natural gas), reduce GHG emission, and improve building resiliency against environmental risks supported through supporting documentation (example energy audit, etc).

Funding Request Process

Applications for capital funding will be accepted starting on April 1st of each year and closes on October 1st of that same year. As part of the process, eligible housing providers are requested to submit Capital Repair and Improvement Funding Request submissions which includes a three-year capital plan, financial statements, and supporting documents such as cost estimates. The recommendation and/or decision on funding of grant and/or loan will be based on an assessment of the proposed capital project(s), alignment to housing provider's building condition assessment study, provider's financial state, and past compliance to social housing program requirements.

For grant funding, no repayment is required. However, the social housing provider will be required to continue to operate as a social housing project under the *Housing Services Act, 2011* for a minimum of ten (10) years from the date of agreement or any other prior extension from previous housing capital funding programs, whichever is later regardless of any expiry of Project Operating Agreement.

For loan funding, the housing provider will commence loan repayment following the completion of capital works based on an established payment schedule. As part of the Capital Repairs and Improvement Loan Agreement, the housing provider will have ongoing compliance requirements, such as annual financial updates, maintenance of property and assets in good state of repair, and the requirement to seek approval from the City for any asset or property disposal.

In all cases, funding approvals will be subject to the availability of funding through the COCHI program or the Social Housing Major Repairs and Upgrades Stabilization Reserve Fund.

FINANCIAL IMPACT

Capital Repairs and Improvement projects utilizing the COCHI funding is funded 100% by the Province and are not subject to any cost sharing requirements by the City.

Capital Repair and Improvement projects utilizing the Social Housing Major Repairs and Upgrades Stabilization Reserve Fund will be approved based on By-law No. A.-7519-79 (Schedule 2), where:

- Monies with a value of less $100,000 for each occurrence shall be approved by Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, or designate; and

- Monies with a value of $100,000 or greater for each occurrence shall be approved by Municipal Council.

It should be noted that, as a component of this program is intended to provide no-interest loans, the Social Housing Major Repairs & Upgrades Stabilization Reserve Fund will earn a reduced amount of interest on the funds advanced to social housing providers for projects with a loan component.

PREPARED BY:	SUBMITTED BY:
MENG LIU **MANAGER, HOUSING ADMINISTRATION AND SUPPORT**	**DAVE PURDY** **MANAGER, HOUSING SERVICES**

RECOMMENDED BY:
KEVIN DICKINS **ACTING MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME**

C: David Mounteer, Solicitor II
Annette Ripepi, Financial Business Administrator
Bryan Baar, Senior Financial Business Administrator
Jason Wills, Manager III, Risk Management
Kyle Murray, Director Financial Planning & Business Support

APPENDIX "A"

Bill No.
2020

By-law No.

A by-law to approve the Capital Repair and Improvement Loan Agreement between the City of London and eligible applicants; to authorize the Managing Director of Housing, Social Services and Dearness Home to execute the Capital Repair and Improvement Loan Agreement.

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;

WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, 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 Capital Repair and Improvement Loan Agreement substantially in the form attached as Schedule 1 to this by-law and satisfactory to the City Solicitor, between The Corporation of the City of London and eligible housing providers, is hereby approved.

2. The Managing Director of Housing, Social Services and Dearness Home or his/her designate is delegated the authority to execute the Capital Repair & Improvement Loan Agreement approved in section 1, above.

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 –

CAPITAL REPAIR & IMPROVEMENT

LOAN AGREEMENT

THIS AGREEMENT made effective as of the [DATE]

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

("Lender")

-and-

[NAME OF BORROWER]

("Borrower")

RECITALS:

WHEREAS the Borrower is an Eligible Housing Provider (as defined below);

AND WHEREAS the Borrower is the registered owner of the residential accommodation know municipally as Address (the "**Housing Project**")

AND WHEREAS the Lender has agreed to provide to the Borrower an interest-free loan, up to $_____ (the "**Loan**") for the purposes of financing Borrower's Capital Works at the Housing Project as more particularly set out in Schedule "A" attached hereto (the "**Work**"), in accordance with the terms and conditions specified in this agreement;

NOW THEREFORE the Lender and the Borrower agree with each other as follows:

1. Definitions and Interpretation

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

(a) **"Applicable Laws"** means, with respect to any Person, property, transaction or event, all present or future laws, statutes, by-laws, regulations, rules, orders, codes, treaties, conventions, judgments, awards, determinations and decrees of any governmental, regulatory, fiscal or monetary body or court of competent jurisdiction in any applicable jurisdiction;

(b) **"Business Day"** means a day, excluding Saturday, Sunday and any other day which is a legal holiday or a day on which banking institutions are closed in the Province of Ontario;

(c) **"Capital Works"** means the capital repairs and/or improvement to be carried out by or on behalf of Borrower to the Housing Project and as more particularly described in Schedule "A" of this Agreement;

(d) **"Capital Reserve"** means a reserve fund which shall be determined by the Borrower annually in conjunction with the Lender, accumulated annually by the Borrower and, during the three years following the first allocation of funds on account of the Works or until the completion of the Works (whichever is sooner), maintained by the Lender in trust for the Borrower for the purpose of future repairs and replacements of the capital components of the Housing Project;

(e) **"Contaminant"** includes, without limitation, any pollutant, dangerous substance, liquid waste, industrial waste, hauled liquid waste, hazardous waste, hazardous material, hazardous substance, toxic substance or contaminant including any of the foregoing as defined in any Environmental Law;

(f) **"Date of Commitment"** means the date of a Loan Agreement that has been signed by both parties;

(g) **"Environmental Activity"** means any past, present or future activity, event or circumstance in respect of a Contaminant, including, without limitation, its storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation, or its Release into the natural environment, including movement through or in the air, soil, surface water or groundwater;

(h) **"Environmental Laws"** means all Applicable Laws relating to the environment or occupational health and safety, or any Environmental Activity;

(i) **"Eligible Housing Provider"** means a housing provider that;

i Owns and operates an Eligible Housing Project;
ii Is a non-profit corporation or a non-profit housing cooperative corporation; and
iii Meets such other criteria as the Service Manager may require.

(j) **"Funding Conditions"** has the meaning ascribed thereto at Section 2.3, below;

(k) **"GAAP"** means generally accepted accounting principles in effect from time to time in Canada applied in a consistent manner from period to period;

(l) **"HSA"** means the *Housing Services Act, 2011*, as amended from time to time or under any successor legislation of similar import, and to the extent applicable, includes the former *Social Housing Reform Act, 2000*;

(m) **"Minister"** means the *Minister of Municipal Affairs and Housing for Ontario*;

(n) **"Obligations"** means all obligations of Borrower to Lender under or in connection with this Agreement and the Other Security, including but not limited to all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by

Borrower to Lender in any currency or remaining unpaid by Borrower to Lender in any currency under or in connection with this Agreement or the Other Security, whether arising from dealings between Lender and Borrower or from any other dealings or proceedings by which Lender may be or become in any manner whatever a creditor of Borrower under or in connection with this Agreement, and wherever incurred, and whether incurred by Borrower alone or with another or others and whether as principal or surety, and all interest, fees, legal and other costs, charges and expenses;

(o) **"Operating Agreement"** means the agreement entered into between Borrower and Canada Mortgage and Housing Corporation in respect of the operation of the Housing Project, the administration of which Operating Agreement has been delegated to Lender, in its capacity as Service Manager (as defined in the HSA);

(p) **"Permitted Encumbrances"** means any of the following encumbrances: (a) liens for taxes or assessments or other governmental charges not yet due and payable, (b) pledges or deposits of money securing statutory obligations under worker's compensation, employment insurance, health insurance, social security or public liability laws or similar legislation; (c) zoning restrictions, easements, licenses, or other restrictions on the use of any real property or other minor irregularities in title (including leasehold title) thereto, so long as the same are complied with and do not materially impair the use, value, or marketability of the Property; (d) presently existing or hereinafter created liens in favour of Lender; (e) any lien or encumbrance the validity of which is being contested by Borrower in good faith and in respect of which within 90 days of such lien or encumbrance having been asserted or registered, there shall have been deposited with Lender cash in an amount sufficient to satisfy the same, or Lender shall otherwise be satisfied that its interests are not prejudiced thereby; (f) liens, charges or encumbrances registered or to be registered or created against title to the Property and listed in Schedule "E" attached hereto; and (g) such further encumbrances as may be permitted with the prior written consent of Lender, which consent is not to be unreasonably withheld;

(q) **"Person"** includes an individual, a partnership, joint venture, trust, company, corporation, association, organization, government or any department or agency thereof, and any other incorporated or unincorporated entity;

(r) **"Project Costs"** means at any time the aggregate of all costs incurred or to be incurred by Borrower with respect to the Capital Works to the Housing Project, net of HST recovery;

(s) **"Property"** means the real property on which the Housing Project is situated, as more particularly described in Schedule "B" of this Agreement;

(t) **"Work"** means all construction and repair work and all technical, architectural, consulting, engineering, legal and administrative services and the materials that are supplied to carry out these services, which are necessary for or incidental to carrying out the Capital Works.

1.2. Unless otherwise provided, all dollar amounts are in Canadian currency and accounting terms are to be interpreted in accordance with GAAP.

2. Loan

2.1. *Establishment and Amount of Loan.* Lender hereby establishes in favour of Borrower a non-revolving zero-interest loan (the "Loan") in the maximum principal amount of $____ (the "Loan Limit"), by way of loan

advances ("Advance"). Each Advance by Lender to Borrower on account of the Loan will be provided to the Lender in accordance to Schedule "C".

2.2. *Availability.* Borrower may borrow any amount up to the Loan Limit through established schedule as per Schedule "C", or providing written notice to Lender, in each case thirty (30) days prior to the date of a requested Advance, which notice shall include the amount of any requested Advance, the required date of such Advance and revised Schedule "C".

2.3. *Lender's Conditions.* Provided that Borrower is not in default under this Agreement, Borrower may borrow against the Loan in accordance with a draw schedule agreed to by Lender as per Schedule "C", which reflects project milestones and anticipated cash flow needs respecting the Work. Each Advance is conditional upon Borrower providing satisfactory responses to any concerns raised by Lender upon its review of documents such as proposed project specifications, proposed tender documents and bid processes, proposed contract awards, and proposed certificates of payment. Borrower shall comply with the procedures and requirements respecting the Work as are set forth in Schedule "F". From time to time, Lender may require Borrower to provide documentary evidence to Lender's satisfaction to substantiate that the Work is being carried out in accordance with the project milestones. Notwithstanding anything else herein contained, the availability and quantum of Advances shall be subject to the following Funding Conditions:

(a) During the three years following the first allocation of funds on account of the Works or until the completion of the Works (whichever is sooner), Project Costs shall be paid first from the Capital Reserve, and Capital Reserve shall not be reduced below the amount of $[TBD], which shall be maintained for emergency and unexpected repairs.

(b) Any capital repairs or other form of capital expenditure in addition to the Works shall be approved by the Lender for so long as any portion of the Loan remains outstanding, whether or not the cost thereof would be paid from Capital Reserve. The Borrower shall submit to the Lender a schedule of estimated capital expenditure requirements annually with its estimate of subsidy requirement.

2.4. *Repayment.* The Loan is repayable commencing three years following the first allocation of funds on account of the Works or the completion of the Works (whichever is sooner).

(a) Borrower shall pay, in consecutive monthly installments an amount equal to the Monthly Payment as established in Schedule "D". For the purposes of this Agreement, the **"Monthly Payment"** means the monthly payment of the Loan, amortized over a [number of year] period. Monthly Payments shall be payable monthly on the first day of each month;

(b) All repayments of the loan shall be payable in lawful money of Canada at Lender's office address as set out herein, or such other address as Lender may from time to time designate in writing; and

(c) Despite anything otherwise provided in this Agreement, if Lender ceases to be responsible as Service Manager under the HSA, for the administration and funding of the Housing Project, the balance outstanding of the Loan shall be immediately due and payable.

2.5. *Treatment of Loan on Financial Statements.* Borrower's treatment of the Loan on its financial statements may, subject to Applicable Laws, shall be in a form acceptable to Lender and in accordance with GAAP.

2.6. *Payment of Costs and Expenses.* Borrower shall pay to Lender on demand by Lender, all costs and expenses of Lender and its agents from time to time incurred in connection with the defense, establishment, protection or enforcement of any of the rights or remedies of Lender under this Agreement or any of the Security, including, without limitation, all of the fees and disbursements of counsel to Lender incurred in connection therewith, all of which form part of the Obligations.

3. Final Reconciliation

3.1. *Final Reconciliation.* Within ninety (90) days of the earlier of: (i) date of completion of the Work; and (ii) such date as Lender may determine, in its sole discretion (the **"Final Reconciliation Date"**), Borrower shall provide Lender with a detailed reconciliation statement (the **"Final Reconciliation Statement"**) of all costs expended in respect of the Work up to and including the Final Reconciliation Date. For the purposes of this Section 3.5, **"completion"** shall mean completion as determined under subsection 2(3) of the *Construction Act* (Ontario). The Final Reconciliation Statement shall also include a reconciliation of HST recoverable by Borrower. Borrower shall return to Lender all funds advanced on account of the Loan, which, as of the Final Reconciliation Date, have not been used for the purposes of Capital Works, and any HST recoverable by Borrower, within thirty (30) days of Lender's written approval of the Final Reconciliation Statement. If Borrower is unable to submit the Final Reconciliation Statement by The Final Reconciliation Date, it shall submit a draft statement based on available information and submit the Final Reconciliation Statement as soon as possible thereafter.

4. Purpose of Loan

4.1. The purpose of The Loan is to finance the agreed upon Capital Works to the Housing Project, and Borrower agrees not to use any portion of the Loan for any other purpose.

5. Conditions Precedent

5.1. The availability of the Loan and all Advances hereunder are conditional upon:

(a) The receipt by Lender of a duly executed copy of this Agreement;

(b) The receipt by Lender of the Security, in such form as Lender may require, duly executed, delivered, and where applicable, registered to perfect and maintain the security created thereby and such certificates, authorizations, resolutions and legal opinions as Lender may reasonably require;

(c) The receipt by Lender of such financial, corporate and other records or documents relating to Borrower as Lender may reasonably require;

(d) There being no Event of Default by Borrower hereunder or Security;

(e) All covenants, representations and warranties of Borrower hereunder or under the Security being complied with and being true in all material respects;

(f) Borrower having good and marketable title to the Property, free of all mortgages, charges, liens and encumbrances other than Permitted Encumbrances;

(g) The Permitted Encumbrances being in good standing;

(h) There being no default by Borrower under the First Mortgage or any other security granted by Borrower to the bolder of the First Mortgage (the "First Mortgagee");

(i) The receipt of the consent of the Minister to the provisions of this Loan Agreement and the transactions contemplated hereunder, if required under the HSA; and

(j) Borrower obtaining approval and authorization from Lender, or an authorized delegate of Lender, before incurring capital expenditures respecting the Work and prior to paying any invoices therefore.

6. Security Interest

As security for the repayment and performance of the Obligations, Borrower shall, on or before the first Advance, provide Lender with executed and registrable security documents in the forms attached hereto as Schedule "G" (the "**Security**"), completed in accordance with this Agreement.

6.1. Lender acknowledges and agrees that notwithstanding that the Security provides that the principal secured thereunder is payable on demand, Lender shall have no right to demand payment thereunder except in accordance with the provisions of this Agreement relating to repayment. In the event of a conflict or inconsistency between the provisions of this Agreement and the Security, the provisions of this Agreement shall prevail.

6.2. Lender and Borrower agree that the Security shall rank immediately behind the First Mortgage. Lender agrees to postpone its Security in favour of the First Mortgage. The terms and provisions of the First Mortgage shall not be amended or renewed without the prior written consent of Lender, not to be unreasonably withheld.

6.4 All relevant Security, including this Agreement, may be registered against title to the Property.

6.5. Borrower acknowledges and agrees that Lender may make a claim or demand payment under the Security, in accordance with the provisions of this Agreement, notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other Applicable Laws with similar effect and, to the maximum extent permitted by Applicable Laws, any limitations periods set forth in the *Limitations Act 2002* (Ontario) or Applicable Laws are excluded. For greater certainty, Borrower acknowledges that this Agreement constitutes a "business agreement"' as defined under Section 22 of the *Limitations Act 2002* (Ontario).

6.6. Concurrently with the provision of the Security, Borrower shall provide or cause to be provided to Lender:

(a) Such corporate authorizations, resolutions and certificates as Lender may reasonably require in respect of this Agreement and the Security; and

(b) Such opinions of Borrower's solicitors, in form and content satisfactory to Lender acting reasonably as to title, registrations, priority of Security and zoning matters, and as to the due authorization, execution, delivery and enforceability of this Agreement and the Security.

7. Representations and Warranties of Borrower

7.1. The Borrower represents and warrants to the Lender as follows, which representations and warranties will be deemed to be continuing representations and warranties during the entire term of this Agreement:

(a) The Borrower is a corporation legally incorporated, duly organized and validly existing, and in good standing under the laws of the Province of Ontario.

(b) The execution, delivery and performance of this Agreement is within the corporate powers and capacities of the Borrower and have been duly authorized by proper corporate proceedings.

(c) There are no actions, suits or proceedings pending or to the knowledge of the Housing Provider threatened against or adversely affecting the Borrower in any court or before or by any federal, provincial, municipal or other governmental department, commission, board, bureau or agency, Canadian or foreign which might materially affect the financial condition of the Borrower or the title to the Housing Project.

(d) No representation or warranty by the Borrower in this Agreement, nor any statement or certificate (including financial statements) furnished or to be furnished to the Lender pursuant hereto contains or will contain any untrue statement of any fact or omits or will omit to state a fact necessary to make such representation, warranty, statement or certificate not misleading.

(e) The Borrower is in compliance with all applicable federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and bylaws.

(f) It has good and marketable title to all of its properties and assets, including the Property, free and clear of any mortgages, liens, claims, loans or encumbrances, other than: (i) those created hereunder; and (ii) the Permitted Encumbrances;

(g) It is in compliance in all material respects with the First Mortgage and all other security granted by Borrower to the holder of the First Mortgage;

(h) It is in compliance in all material respects with all of the Permitted Encumbrances;

(i) It is in compliance in all material respects with all Applicable Laws including, without limitation, all Environmental Laws;

(j) It possesses all licenses, patents, trademarks, service marks and copyrights, free from material restrictions, that are necessary for the ownership, maintenance and operation of its assets and businesses and it is not in violation of any rights of third parties with respect to any of the foregoing;

(k) No event has occurred which constitutes or which, with notice, lapse of time or both, would constitute a breach of any covenant or other term or condition of this Agreement or any security agreement given in connection herewith; and

(l) It has filed all material tax returns required to be filed by it, paid or made provision for payment of all taxes and claims ranking in priority to Lender's security (including interest and penalties) which are due and payable, and provided adequate reserves for payment of any tax, the payment of which is being contested.

8. Covenants of Borrower

8.1. Borrower hereby covenants and agrees with Lender that it shall, during the currency of this Agreement, and while the Loan is outstanding, provide Lender with:

(a) Annual audited financial statements for Borrower, within one hundred and fifty (150) days of each fiscal year end; and

(b) Such other financial and operating statements and reports as and when Lender may reasonably require.

8.2. Borrower hereby covenants and agrees with Lender that it shall, during the currency of this Agreement, and while the Loan is outstanding:

(a) Pay all sums of money due and owing by it and perform all of its obligations under this Agreement as and when the same become due;

(b) Pay all sums of money due and owing by it and perform all of its obligations under the First Mortgage as and when the same become due;

(c) The Borrower shall use its best efforts to seek out and engage individuals to sit on its board of directors from relevant professional backgrounds such as financial and technical fields and Lender's staff.

(d) Promptly provide Lender with written notice of any event which constitutes or which, with notice, lapse of time, or both, would constitute a breach of any covenant or other term or condition of this Agreement, any Security or any other agreement given in connection herewith;

(e) Not alter, supersede or cancel its articles of incorporation or letters patent without the prior written consent of Lender;

(f) Not, without the prior written consent of Lender, and, where applicable under the HSA, the Minister, transfer, lease or otherwise dispose of or offer, list, advertise or hold out for transfer, lease or other disposal, the Housing Project or any part of it, including any chattels in it. Borrower may, without the consent of Lender or the Minister: (i) enter into an occupancy agreement or offer, list, advertise or hold out for occupancy an individual unit in the Housing Project for a term not exceeding one year; and (ii) in the ordinary course of operating the Housing Project, dispose of or offer, list, advertise or hold out for disposal, chattels in the Housing Project;

(g) Save and except for the First Mortgage, not, without the prior written consent of Lender, and, where applicable under the HSA, the Minister, mortgage, replace an existing mortgage or otherwise encumber the Housing Project, or extend the term of or otherwise amend any existing or approved mortgage or other encumbrance of the Housing Project, unless it does so in compliance with such rules as may be prescribed under the HSA;

(h) Maintain and preserve in full force and effect its corporate existence and all rights, licenses, leases, qualifications, privileges, franchises and other authority adequate for the conduct of its business;

(i) Keep its assets fully insured against such perils and in such manner as would be customarily insured by Persons carrying on a similar business or owning similar assets;

(j) Maintain, preserve and protect all of its property and assets in good order and working repair and condition (taking into consideration ordinary wear and tear) and from time to time make, or cause to be made, all required and recommended repairs, renewals and replacements thereto;

(k) File all material tax returns which are to be filed by it from time to time, pay or make provision for payment of all taxes and claims ranking in priority to Lender's Security (including interest and penalties), and provide adequate reserves for the payment of any tax, the payment of which is being contested;

(l) Maintain, preserve and protect all of its rights to enjoy and use patents, copyrights, trademarks, trade names, service marks, licenses, leases, and franchises;

(m) Comply in all material respects with all Applicable Laws including, without limitation, all Environmental Laws;

(n) Comply in all material respects with all Permitted Encumbrances;

(o) Not, without the prior written consent of Lender, amend, replace or renew the First Mortgage;

(p) Not, without the prior written consent of Lender, sell, transfer, convey, lease or otherwise dispose of any of its properties or assets other than in the ordinary course of business and on commercially reasonable terms;

(q) Not, without the prior written consent of Lender, guarantee or otherwise provide for, on a direct, indirect or contingent basis, the payment of any monies or performance of any obligations by any other Person, except as may be provided for herein;

(r) Not, without the prior written consent of Lender, merge, amalgamate or otherwise enter into any other form of business combination with any other Person;

(s) Promptly provide Lender with written notice of any non-compliance by Borrower with any Environmental Laws or any Release of a Contaminant from the Property into the natural environment, and indemnify and save Lender harmless from and against any liability, loss or damage as a result of an Environmental Activity or any non-compliance with any Environmental Laws;

(t) Permit Lender or its representatives, from time to time, to visit and inspect Borrower's premises, properties and assets and examine and obtain copies of Borrower's records or other information and discuss Borrower's affairs with the auditors, counsel and other professional advisors of Borrower;

(u) Prepare and submit annually a capital plan as part of Borrower's reporting requirements, which plan shall be subject to the approval of Lender, acting reasonably;

(v) Obtain approval and authorization from Lender, or an authorized delegate of Lender, before incurring capital expenditures respecting: (i) the Work; or (ii) any other capital repairs or capital projects undertaken by Borrower, whether or not to be paid for from Borrower's own funds, and prior to paying any invoices therefor;

(w) Permit inspection of the Housing Project by Lender at Lender's discretion with reasonable notice being given to Borrower from Lender; and

(x) Ensure that the Housing Project shall continue to, and shall at all times during the term of the Loan, participate in a social housing program in a manner acceptable to Lender.

8.3. The Borrower shall indemnify and hold harmless the Lender 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 Work, or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Lender. Such indemnification shall survive the termination of this Agreement for claims arising from or out of incidents occurring during the term of this agreement.

8.4. The obligation to indemnify will require the Borrower 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.

9. Insurance and Indemnity

9.1. Throughout the term of this Agreement, the Borrower shall maintain commercial general liability insurance on an occurrence basis for an amount of not less than Five Million Dollars ($5,000,000) and shall include the Lender as an additional insured with respect to the Borrower’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.

Automobile liability insurance for an amount not less than five million ($5,000,000) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.

9.2. The Borrower shall submit a completed standard Insurance Certificate (Form #0788), and shall provide the Lender with a minimum of thirty days’ notice in advance of cancellation of such insurance**.**

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

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

10. Right of Prepayment

10.1. It is the intention of the parties that the Loan shall be closed until the Maturity Date. The Borrower may prepay the Loan in full or in part prior to the Maturity Date with Lender's prior written consent.

11. Events of Default

11.1. Upon the occurrence of any of the following events of default (individually an “**Event of Default**”):

(a) Any representation or warranty made by the Borrower herein or in any instrument submitted pursuant hereto proves to be false in any material respect or the Housing Provider breaches one or more of the covenants and/or other term set out in this Agreement;

(b) The Borrower becomes insolvent or bankrupt or subject to the provisions of the Winding-Up Act and Restructuring Act, R.S.C. 1985, c. W-11, as amended or the Bankruptcy and Insolvency Act, R.S.C. 1985, C. B-3, as amended, or goes into liquidation, either voluntarily or under an order of a court of competent jurisdiction, or makes a general assignment for the benefit of its creditors or otherwise acknowledges itself insolvent.

(c) The Borrower abandons the Housing Project or ceases or threatens to cease to manage and operate the Housing Project as it is presently managed and operated, or threatens to commit any act of bankruptcy.

(d) Any execution or any other process of any court becomes enforceable against the Housing Project or if a distress or analogous process is levied on the Housing Project, and the execution, sequestration, extent, distress or process, remains unsatisfied for a period as would permit the Housing Project or a part of it to be sold.

(e) Steps are taken or proceedings are commenced by any person to dissolve, wind up or terminate the existence of the Housing Provider or to liquidate its assets.

(f) Any trustee, receiver, receiver and manager or similar person is appointed with respect to the Housing Project.

(g) The Housing Project is seized under execution or attachment.

(h) The Lender, in good faith believes that the ability of the Borrower to pay any of its obligations to the Service Manager or to perform any of the covenants contained in the Agreement is impaired or in jeopardy.

(i) Failure to provide data/reports as set out in this Agreement in accordance with the timelines and in the format as requested by the Lender.

The Lender shall be under no further obligation to make any Advances and Lender may give notice to Borrower (a) declaring Lender's obligation to make Advances to be terminated, in which case they shall terminate immediately, and/or (b) declaring the outstanding amount of the Obligations to be due and payable, in which case the Obligations shall be immediately due and payable without presentment, demand, protest or any further notice of any kind, all of which are expressly waived by Borrower.

No express or implied waiver by the Lender of any default hereunder will in any way be construed to be a waiver of any future or subsequent default. A waiver by the Lender of its right to exercise one remedy in respect of an Event of Default will not operate as a waiver by the Lender of its right to exercise another remedy in respect of that Event of Default. The Borrower hereby waives any rights now or hereafter conferred by statute or otherwise which may limit or modify any of the Lender's rights or remedies, hereunder or under any documents made in connection herewith.

12. Force Majeure

12.1. Subject to Section 12.2 **Force Majeure** means any event that is beyond the reasonable control of a Party; and makes a Party's performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances. 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 or other labour actions

12.2. 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.

12.3. 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 fulfil 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. The Parties shall fulfil their obligations under this Agreement as soon as reasonably possible after a Force Majeure event has ended or been resolved.

13. Miscellaneous Provisions

13.1. *Survival of Representations and Warranties*. The representations and warranties contained herein or made pursuant to this Agreement and all other Security shall survive until the termination of this Agreement.

13.2. *Notices*. All notices, statements, demands, requests or other instruments which may be or are required to be given under this Agreement shall be in writing and shall be delivered in person or sent by facsimile or prepaid registered mail addressed to the applicable party as follows:

If to Lender:

The City of London Attention: Manager, Housing Services
355 Wellington St. Suite 248 2nd Floor
London, ON N6A 3N7

If to Borrower:

[Borrower's address]
Attn: President and/or Board Chair

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 facsimile communication 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 facsimile communication, such party shall be relieved from the obligation to mail the original document in accordance with this paragraph.

13.3. *Review*. Lender may conduct periodic reviews of the affairs of Borrower, as and when determined by Lender, for the purpose of evaluating the financial condition of Borrower. Borrower shall make available to Lender such financial statement and other information and documentation as Lender may reasonably require and shall do all things reasonably necessary to facilitate such review.

13.4. *Audit*. Lender shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating to this Agreement, including third party records pertinent thereto. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to Lender and/or any of its duly authorized representatives, appointees or delegates, to be inspected and/or audited, at all reasonable times both during the term of this Agreement and subsequent to expiration and termination. Borrower shall execute and deliver within ten (10) Business Days of receipt from Lender, any direction and/or authorization to a third party authorizing such third party to provide to Lender, and/or any of its duly authorized representatives, appointees or delegates, all information and records with respect to this Agreement that is requested by Lender. Borrower agrees that Lender shall be entitled to make copies of any or all of the said books and records as Lender reasonably requests or requires from time to time. Borrower shall fully co-operate with Lender and/or any of its duly authorized representatives, appointees or delegates in respect of any inspections, audits, reviews and requests made by Lender under Section 13.4 and Section 13.5. The rights and obligations of the parties under Section 13.4 and Section 13.5 shall survive the termination or expiration of this Agreement.

13.5. *Records*. Except as specifically otherwise provided in this Agreement, Borrower agrees to prepare and maintain its financial records in accordance with GAAP. Borrower agrees to retain and preserve all of its books and records relating to this Agreement for a period of seven (7) years after each such record has been received or created, as the case may be.

13.6. *Schedules*. The Schedules attached hereto are incorporated into this Agreement by reference.

13.7. *Entire Agreement*. This Agreement and all Schedules and other attachments hereto, Security and any other written agreement delivered pursuant to or referred to in this Agreement constitute the entire agreement among the parties with respect to the subject matter set forth herein or therein and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof or thereof.

13.8. *Joint and Several*. Where more than one Person is liable as Borrower for any obligation under this Agreement, the liability of each such Person for such obligation is joint and several with each other such Person.

13.9. *Non-Merger*. The provisions of this Agreement shall not merge with any other security provided to Lender, but shall continue in full force for the benefit of the parties hereto.

13.10. A*mendments*. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

13.11. *Waivers*. No failure or delay on the part of Lender in exercising any right or power hereunder or under any security document shall operate as a waiver thereof.

13.12. *Relationship of Parties*. Each of the parties expressly disclaims any intention to create a partnership or joint venture. Nothing herein shall be construed so as to make Lender a partner or joint venture of Borrower or to render Borrower the agent or other authorized representative of Lender for any purpose. Lender is acting hereunder only in its capacity as a lender and shall have the same rights, responsibilities and obligations as any other lender. Except as otherwise expressly provided in this Agreement, or in any agreement entered into by Borrower and Lender pursuant to this Agreement, neither Borrower nor Lender shall have any authority to act for or to assume any obligations or responsibility on behalf of the other. Borrower shall not at any time expressly or by any course of conduct hold itself out as a partner, joint venturer or agent of Lender.

13.13. *Governing Law*. This Agreement and the rights and obligations of the parties hereunder shall be governed in all respects by the laws of the Province of Ontario and the laws of Canada applicable therein.

13.14. *Assignment*. Borrower shall not assign or transfer or permit the assignment or transfer of any of its rights or obligations under this Agreement without the prior written consent of Lender. Lender may assign all or part of its rights and obligations under this Agreement to any Person. Lender may disclose to potential or actual assignees confidential information regarding Borrower (including any such information provided by Borrower to Lender) and shall not be liable for any such disclosure.

13.15. *Severability*. Any portion or provision of the Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining portions or provisions hereof in such jurisdiction or, to the extent permitted by law, rendering that or any other portion or provision of the Agreement invalid, illegal or unenforceable in any other jurisdiction.

13.16. *Binding Effect*. This Agreement shall be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns.

13.17. *Time of Essence*. Time shall be of the essence in all provisions of this Agreement.

13.18. *Counterparts and Facsimile*. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument. Transmission of executed copies of this Agreement, whether or not in counterpart, by facsimile or other form of electronic transmission shall be deemed to have the same effect as delivery of an originally executed copy to the party receiving the facsimile transmission.

13.19. *Freedom of Information.* Borrower acknowledges and agrees that the commercial and financial information in this Agreement is subject to the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario), as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE CITY OF LONDON AS REPRESENTED BY THE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME

_____

Kevin Dickins
Acting Managing Director
Housing, Social Services and Dearness Home

Housing Provider

_____

Authorized Signing Officer

_____

Name and Title (Please Print)

_____

Authorized Signing Officer

_____

Name and Title (Please Print)

I/We have the authority to bind the Corporation

SCHEDULE "A"

CAPITAL WORKS

Eligible Housing Provider Name:

Housing Project Address:

Description of Capital Works:

SCHEDULE “B”

LEGAL DESCRIPTION OF PROPERTY

*

SCHEDULE "C"

DRAW SCHEDULE

Date of Loan Advance	**Loan Advance Amount**
Click here to enter a date.	
Click here to enter a date.	
Click here to enter a date.	
Click here to enter a date.	
Click here to enter a date.	
Click here to enter a date.	
Total	

SCHEDULE "D"

LOAN REPAYMENT SCHEDULE

Total Loan Amount	$[Amount]
Interest Rate	Zero-Interest
Payment Frequency	Monthly
Amortization Remaining	[Number of Months]
Payment Amount	[Total Loan Amount/Number of Months]
Start Date	Click here to enter a date.
Maturity Date	Click here to enter a date.

SCHEDULE "E"

PERMITTED ENCUMBRANCES

Inst Reg No	Date	Inst Type	Party From	Party To

SCHEDULE "F"

PROCEDURES RESPECTING PERFORMANCE OF THE WORK

Borrower agrees to maintain compliance with the following procedures respecting the carrying out of the Work at the Housing Project:

1. Borrower shall follow procurement procedures as set by Housing Provider's procurement policy and/or City of London's Housing division Notification (HDN) 2008-134 as amended from time to time. All quotes/bids received and evaluated shall be based on the same scope of work and component materials.

2. Borrower declares there is no conflict of interest with any of the contractors selected for the completion of the Works.

3. Borrower shall obtain Lender's prior written consent before it retains any professionals or contractors, before it enters into any contracts for the Work, and prior to approving any change orders with respect to the Work. Borrower shall designate a party to act as the contact with Lender for the purposes of this Agreement. Lender undertakes to provide either its written approval or comments within ten (10) days of Lender's receipt of the document requiring its approval.

4. Lender shall be given notice of and will be entitled to attend at the construction site and to attend all site meetings and other construction related events concerning the Housing Project, in order to monitor the progress of the Work. Any inspection by Lender shall not in any way relieve any consultant and/or contractor of their obligations and responsibilities under their respective contracts. It is specifically acknowledged and agreed that any such attendances or inspections by Lender, whether at the construction site or elsewhere, are for the sole purposes of monitoring the progress of the Work and the approval of Advances, and no such attendances or inspections shall result in, or cause Lender to assume any obligations or liabilities in connection with the Work or to be liable to or have any obligations to any consultant, contractor, sub-contractor or service or materials provider.

5. Lender shall be entitled to receive and/or examine, upon request, the following:

   (a) field review and inspection reports;

   (b) approved shop drawings;

   (c) test reports and required certificates of acceptance;

   (d) invoices respecting the Work; and

   (e) any other relevant documentation as requested by Lender in connection with the Work.

   In this respect Borrower agrees to take whatever steps are necessary to cause third parties to provide any relevant documentation that Lender requests in connection with the Work.

6. Lender will not be responsible for and will not have control or charge of the Work, including, but not limited to, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs required for the Housing Project, in accordance with the applicable construction safety legislation, other regulations or general construction practice, Further, Lender, its employees, agents or assigns will not be responsible for or have control or charge over the acts or omissions of any contractor, subcontractor, consultant or their respective agents, employees or

other person performing any of the Work. Under no circumstances shall Lender, its employees, agents or assigns, assume nor shall it be deemed to have assumed, liability in respect of the Work, its sufficiency or completeness.

7. Borrower shall comply with the provisions of the *Construction Act,* R.S.O., 1990, c.C.30, as amended or replaced from time to time, including without limitation, the requirement to retain any holdbacks required to be retained pursuant to the *Construction Act.* Borrower shall comply with all applicable federal, provincial, municipal or local laws, statutes, regulations and by-laws.

8. Borrower shall disclose the Loan as a separate item on its audited financial statements and shall detail the amount of disbursements and nature of the expenditures concerning the Loan.

SCHEDULE "G"

CHARGE/MORTGAGE SCHEDULE
ADDITIONAL PROVISIONS

1. For the purposes of this Charge:

   (a) "Charged Premises" means the lands and premises legally described in Schedule "B";

   (b) "Chargor" means [Name of Borrower];

   (c) "Chargee" means The Corporation of the City of London;

   (d) "CMHC" means Canada Mortgage and Housing Corporation;

   (e) "First Mortgage" means the CMHC insured first mortgage obtained by the Chargor registered against title to the Project;

   (f) "Loan Agreement" means the loan agreement between the Chargor and the Chargee dated the [Date of Loan Agreement]

   (i) "Other Security" means the General Security Agreement and the Assignment Agreement being given by the Chargor to the Chargee simultaneously with this Charge;

   (g) "Permitted Encumbrances" has the meaning ascribed to it in the Loan Agreement;

   (h) "Lender" means the Chargee, The Corporation of the City of London.

2. Any conflict between the terms and conditions of this Schedule to the Mortgage and the Standard Charge Terms of the Mortgage shall be settled in favour of the terms and conditions of this Schedule to the Mortgage

3. The Chargor has at the request of the Chargee agreed to give this Charge as a continuing collateral security for payment and satisfaction to the Chargee, of all advances to and, debts, obligations, covenants, duties and liabilities of the Chargor, present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, clue or to become due, now existing or hereafter incurred or arising, or remaining unpaid by the Chargor to the Chargee, incurred by or arising from the Loan Agreement, or from any agreement or dealings with any third party by which the Chargee may be or become in any manner whatsoever a creditor of the Chargor or however otherwise incurred or arising and whether the Chargor be bound alone or with another or others and whether as principal or surety and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again (such advances, debts, obligations, covenants, duties and liabilities being hereinafter called the "**Liabilities**") but it being agreed that this Charge at any one time will not secure that portion of the aggregate principal component of the liabilities outstanding at such time which exceeds the sum of [LOAN AMOUNT] DOLLARS (the **"Loan Amount**").

4. The Chargor covenants with the Chargee that if the Chargee makes any payment, in connection with the determination, establishment or preservation of its priority, whether such payment is made to a lien claimant or other person claiming an interest in the Charged Premises or is paid into court, then the amount or amounts so paid and all costs, charges and expenses incurred in connection therewith shall be forthwith

payable to the Chargee by the Chargor and shall be a charge on the Charged Premises and shall be added to the debt hereby secured and shall bear interest at the said rate, end in default of payment, the power of sale and other remedies hereunder may be exercised. It is further agreed that the Chargee shall not become a mortgagee in possession by reason only of exercising any of the rights given to it under this paragraph or in making any payment to preserve, protect or secure the Charged Premises.

5. The Chargor covenants with the Chargee that in the event of the Chargor selling, conveying, Transferring or entering into an agreement for the sale or transfer of title of the Charged Premises to a purchaser or transferee not approved in writing by the Chargee, such approval to be subject to the provisions contained in the Loan Agreement, all monies hereby secured with accrued interest thereon, at the option of the Chargee, shall forthwith become due and payable.

6. Subject to the renewals, replacements and consolidations permitted in Section 14 below, the Chargor shall not further mortgage or encumber the Charged Premises without the prior written approval of the Chargee.

7. The Chargor shall obtain and maintain throughout the term of the Charge, all such insurance coverage as it is required to obtain and maintain pursuant to the provisions of the Contribution Agreement.

8. Environment:

   (a) The Chargor, at its sole cost and expense, shall comply, with all federal, provincial and municipal laws, rules, regulations and orders, with respect to the discharge and removal of hazardous or toxic wastes, and with respect to the discharge of contaminants into the natural environment. The Chargor shall pay immediately when due the cost of removal of any such wastes and the cost of any improvements if necessary to deal with such contaminants and keep the Charged Premises *free* and clear of any lien imposed pursuant to such laws, rules and regulations. In the event the Chargor fails to do so, after notice to the Chargor and the expiration of the earlier of (i) any applicable cure period under the Charge or (ii) the cure period under the applicable law, rule, regulation or order, the Chargee at its sole option may declare the Charge to be in default.

   (b) The Chargor shall indemnify and hold the Chargee harmless from and against all losses, costs, damages or expenses (including, without limitation, legal fees and costs incurred in the investigation, defence and settlement of any claims) relating to the presence of any hazardous waste or contaminant referred to herein.

9. The Chargee or its agents may, at any time, before and after default, and for any purpose deemed necessary by the Chargee, enter upon the Charged Premises to inspect the lands and buildings thereon. Without limiting the generality of the foregoing, the Chargee or its agents may enter upon the Charged Premises to conduct any environmental testing, site assessment, investigation or study deemed necessary by the Chargee. The exercise of any of the powers enumerated in this paragraph shall not deem the Chargee or its agents to be in possession, management or control of the said lands and buildings.

10. This Charge shall become enforceable by the Chargee if any one or more of the following events has occurred and is continuing (in each case and "Event of Default"):

    (a) The non-payment when due of principal, interest, fees or other amounts payable hereunder;

    (b) The Chargor commits an act of default, or is otherwise in breach of its obligations under the Agreements or any of the Other Security;

(c) If any representation or warranty made or deemed to have been made in this Charge, the Loan Agreement or any of the Other Security is materially false or inaccurate or if the Chargor shall be in breach of any material covenant or other provision contained in the Loan Agreement;

(d) If proceedings for the bankruptcy, receivership, dissolution, liquidation, winding-up, reorganization or readjustment of debt of the Chargor is commenced, or if an application is brought with respect to the Chargor pursuant to the provisions of the *Companies' Creditors Arrangement Act;*

(e) If the Chargor is insolvent, or is adjudged or declared bankrupt or insolvent, or makes an assignment for the benefit of its creditors, or petitions or applies to any tribunal for the appointment of a receiver or trustee for it or any substantial part of its property, or commences any proceedings relating to it under any reorganization, arrangement, readjustment of debt, dissolution, liquidation or other similar proceeding, or by any act or failure to act indicate its consent to, approval of, or at the essence in, any such proceedings for it or any substantial part of its property, or suffers the appointment of any *receiver* or trustee;

(f) If an encumbrancer takes possession of any property of the Chargor, or if a distress or execution or similar process is levied or enforced against any of the properties of the Chargor; or

(g) The breach at any time in any material respect of the provisions of any applicable law affecting the Charged Premises.

11. If the Chargor has committed an Event of Default, the principal balance then outstanding on account of the Loan Amount, together with any other amounts payable pursuant to the terms of this Charge, shall forthwith become due and payable at the option of the Chargee and all powers conferred by this Charge shall become exercisable by the Chargee.

12. If the Chargor has committed an Event of Default, then, in addition to the rights under Section 13 hereof and Standard Charge Terms flied as, the Chargee shall have the following rights, powers and remedies in addition to any other rights, powers and remedies which may otherwise be available in law:

(a) To enter upon and possess all or any part of the Charged Premises;

(b) To preserve and maintain the Charged Premises and make such replacements thereof and additions thereto as it shall deem advisable;

(c) To exercise all powers necessary to the performance of all functions provided for herein including without limitation the powers to purchase on credit, to borrow money in the Chargor's name or in its own name and to advance its own money to the Chargor at such rates of interest as it may deem reasonable;

(d) To commence any action or proceeding against the Chargor which the Chargee might determine to be necessary in the circumstances;

(e) To cease making any further advances under the Loan Agreement secured by this Charge; and/or

(f) To appoint in writing a receiver or receiver/manager (the "Receiver") of the Charged Premises, with or without bond, and may from time to time remove the Receiver and appoint another in its stead, and any such Receiver appointed hereunder shall have the following powers:

(i) To take possession of the Charged Premises and to collect the housing charges and such property, undertaking and assets of the Chargor assigned and/or charged to the Chargee herein and for such purpose to enter into and upon any lands, buildings and premises and

for such purpose to do any act and take any proceedings in the name of the Chargor or otherwise as it shall deem necessary, specifically including, but not limited to managing, operating, repairing, altering or extending the Charged Premises or any part thereof;

(ii) To employ and discharge agents, workmen, accountants and others upon such terms and with such salaries, wages or remuneration as it shall think proper, to repair and keep in repair the Charged Premises and to do all necessary acts and things for the protection or the said Charged Premises;

(iii) To sell or lease or concur in selling or leasing any or all of the Charged Premises, or any part thereof; and to carry any such sale or lease into effect by conveying in the name of or on behalf of the Chargor or otherwise; and any such sale may be made either at public auction or private sale as seen fit by the Receiver; and any such sale may be made from time to time as to the whole or any part or parts of the Charged Premises; and the Receiver may make any stipulations as to title or conveyance or commencement of title or otherwise which it shall deem proper; and it may buy or rescind or vary any contracts for the sale of any part of the Charged Premises and may resell the same; and it may sell any of the same on such terms as to credit or part cash and part credit or otherwise as shall appear in its sole opinion to *be* most advantageous and at such prices as can reasonably be obtained shall be accountable for or charged with any moneys until actually received;

(iv) To make any arrangement or compromise which the Receiver may think expedient in the interest of the Chargee and to consent to any modification or change in or omission from the provisions of this Charge and to exchange any part or parts of the Charged Premises for any other property suitable for the purposes of the Chargee and upon such terms as may seem expedient and either with or without payment or exchange of money or regard to the equality of the exchange or otherwise;

(v) To borrow money to carry on the operations of the Chargor at the Charged Premises and to charge the whole or any part of the Charged Premises in such amounts as the Receiver may from time to time deem necessary, and in so doing the Receiver may issue certificates that may be payable when the Receiver thinks expedient and shall bear interest as detailed therein and the amounts from time to time payable under such certificates shall constitute a Charge against the Charged Premises in priority to this Charge;

(vi) To execute and prosecute all suits, proceedings and actions which the Receiver, in its opinion, considers necessary for the proper protection of the Charged Premises, and to defend all suits, proceedings and actions against the Chargor or the Receiver, to appear in and conduct the prosecution and defence of any suit, proceeding or action then pending or thereafter instituted and to appeal any suit, proceeding or action;

(vii) To execute and deliver to the purchaser of any part or parts of the Charged Premises, good and sufficient deeds for the same, the Receiver hereby being constituted the irrevocable attorney of the Chargor for the purpose of making such sale and executing such deed, and any such sale made as aforesaid shall be a perpetual bar both in law and equity against the Chargor, and all other persons claiming the said property or any part or parcels thereof by, from, through or under the Chargor, and the proceeds of any such sale shall be distributed in the manner hereinafter provided;

(viii) The net profits of the operations of the Chargor at the Charged Premises and the net proceeds of any sale of the Charged Premises or part thereof shall be applied by the Receiver, subject to the claims of any creditor ranking in priority to this Charge:

(1) Firstly, in payment of all costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise by it of all or any of the powers aforesaid, including the reasonable remuneration of the Receiver and all amounts properly payable by it;

(2) Secondly, in payment of all costs, charges and expenses payable hereunder;

(3) Thirdly, in payment to the Chargee of the Loan Amount owing hereunder;

(4) Fourthly in payment of to the Chargee of any other monies remaining unpaid hereunder; and

(5) Fifthly, any surplus shall be paid to the Chargee, provided that in the event any party claims a Charge against all or a portion of the surplus, the Receiver shall make such disposition of all or a portion of the surplus as the Receiver deems appropriate in the circumstances.

(ix) During any period wherein the Chargee or any receiver or receiver and manager appointed by it shall manage the Charged Premises or any part thereof, upon or after entry, as provided herein, the Chargee shall not, nor shall any receiver or receiver and manager, be responsible or liable for any debts contracted by it, for damages to any other property or person, or for salaries or non-fulfilment of any contract, save and except as to claims at law or in equity to an accounting; and the Chargee shall not be bound to do, observe, or perform, or to see the observance or performance by the Chargor of any of the obligations herein imposed upon the Chargor nor in any other way supervise or interfere with the conduct o f the Chargor's operations of the Charged Premises;

(x) The Chargee shall not be liable to the Receiver for his remuneration, costs, charges or expenses, and the Receiver shall not be liable for any loss howsoever arising, unless the same shall be caused by his own gross negligence or wilful default; and he shall, when so appointed, by notice in writing pursuant hereto, be deemed to be the agent of the Chargor, and the Chargor shall be solely responsible for his acts and default and for his remuneration;

(xi) Save as to claims for an accounting contained in this paragraph, the Chargor hereby releases and discharges any such Receiver from every claim of every nature, whether sounding in damages or not, which may arise or be caused to the Chargor or any person claiming through or under it by reason or as a result of anything done by such Receiver, unless such claim be in direct and proximate result of dishonesty or fraud;

(xii) The Chargee may, at any time and from time to time, terminate any Receiver by notice in writing to the Chargor and to the Receiver;

(xiii) The statutory declaration of an employee or agent of the Chargee as to default under the provisions of this Charge and as to the due appointment of the Receiver pursuant to the terms hereof shall be sufficient proof thereof for the purposes of any person dealing with

the Receiver through its ostensibly exercising powers herein provided for and such dealing shall be deemed, as regards such person, to be valid and effectual;

(xiv) The rights and powers conferred herein in respect of the Receiver are supplemental to and not in substitution of any other rights and powers which the Chargee may have.

13. The Charge is hereby postponed to the First Mortgage and shall be continued to be postponed to any renewal or replacement or consolidation of the First Mortgage, with or without an increased rate of interest, provided the aggregate principal sums of such mortgages are not increased.

14. Section 4 of the Standard Charge Terms filed as No. is amended by adding thereto, in the last line, following the words "from the Crown" the words "and further save and except the Permitted Encumbrances".

15. In the event of any conflict or inconsistency between the terms of the Loan Agreement and the terms of this Charge, the provisions of the Loan Agreement shall govern to the extent necessary to remove the conflict or inconsistency.

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IN WITNESS WHEREOF this Charge has been executed on behalf of the Chargor by its authorized officers.

[BORROWER]

)
)
) Per:
) Name:
) Title:
)
) Per:
) Name:
) Title:

I/We have authority to bind the Corporation.

Bill No. 101
2017

By-law No. A.-7519-79

A by-law to repeal and replace By-law A.-6041-647 being "A by-law to establish the Social Housing Major Repairs and Upgrades Stabilization Reserve Fund."

WHEREAS section 9 of the *Municipal Act, R.S.O. 2001, C.25*, as amended, provides that a municipality has all of the rights, powers and privileges of a natural person;

AND WHEREAS subsection 10(1) of the *Municipal Act, R.S.O. 2001, C.25*, as amended, provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act, R.S.O. 2001, C.25,* as amended, provides that a municipality may pass by-laws respecting the financial management of the municipality (paragraph 3) and services or things that the municipality is authorized to provide under subsection10(1) (paragraph 7);

AND WHEREAS Section 417 of the *Municipal Act, R.S.O. 2001, C.25,* as amended, provides that a municipality may establish a reserve fund for any purpose for which it has authority to spend money;

AND WHEREAS it has been deemed expedient to repeal and replace the current stabilization reserve fund to provide funding support for major capital repairs and upgrades to maintain existing social housing stock managed by non-profit and co-op housing providers.

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

1. A reserve fund is hereby established to be known as the "Social Housing Major Repairs, Upgrades and Stabilization Reserve Fund" (hereinafter called the "Fund").

2. The monies standing in the Fund shall be used by The Corporation of the City of London to provide for major capital repairs and upgrades to maintain existing social housing units managed by non-profit and co-op housing providers.

3. Monies with a value of less than $100,000 for each occurrence can be expended by the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer or designate for the purposes outlined in section 2 of this by-law.

4. Before monies with a value of $100,000 or greater for each occurrence are expended from the Fund for the purposes outlined in section 2 of this by-law, the approval of the Municipal Council shall be given to the allocation of such monies from the Fund.

5. Any subsequent monies raised through the annual property tax levy to be used as a contribution to the Fund shall be deposited to the Fund by the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer or designate.

6. The Managing Director, Corporate Services and City Treasurer, Chief Financial Officer or designate may invest the monies standing in the Fund in such securities as are permitted under subsection 418(1) of the Municipal Act, 2001, as amended, and in so doing, may consolidate the monies standing in the Fund with other funds that the Corporation may hold from time to time provided that any earnings derived from the monies standing in the Fund shall accrue to and form part of the Fund.

7. Notwithstanding that provision may not be made by the Municipal Council in the estimates of the current or any subsequent year for contributions to the Fund, it shall continue and be maintained, and the Municipal Council shall always be taken as considering the Fund as necessary so long as this by-law continues in force.

8. By-law A.-6041-647 being "A by-law to establish the Social Housing Major Repairs and Upgrades Stabilization Reserve Fund", passed by Municipal Council on October 23, 2006, is hereby repealed.

9. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on March 2, 2017.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading - March 2, 2017
Second Reading - March 2, 2017
Third Reading - March 2, 2017

DEFERRED MATTERS

COMMUNITY AND PROTECTIVE SERVICES COMMITTEE

as of July 31, 2020

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
1.	**2nd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee** 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: 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,	February 21, 2018	TBD	C. Saunders	
2.	**Salvation Army Commissioning** 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.	March 20, 2018	TBD	S. Stafford	
3.	**Mayor's Meeting With the Accessibility Advisory Committee – Update** That the following actions be taken with respect to the correspondence from Mayor M. Brown regarding his	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
	meeting on June 28, 2018 with members of the Accessibility Advisory Committee: 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.			S. Stafford M. Hayward B. Card M. Daley K. Scherr B. Coxhead A.L. Barbon	
4.	**Municipal Implementation of Legalized Cannabis - Cannabis Licence Act, 2018** 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: 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	December 10, 2018	TBD	R. Wilcox M. Hayward	
5.	**Administrative Monetary Penalty By-law** 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: 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; 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; 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;	December 10, 2018	TBD	G. Kotsifas A. Drost	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
6.	**3rd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee** 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: a) the following actions be taken with respect to menstrual products distribution free of charge: 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; 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;	April 1, 2019	TBD	L. Livingstone – part i) S. Stafford – part i) A.L. Barbon – part ii) T. Wellhauser – part ii)	
7.	**Proposed Accessible Vehicle for Hire Incentive Program – Update** 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: 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.	September 10, 2019	TBD	G. Kotsifas O. Katolyk	
8.	**Special Events Policies and Procedure Manual** That the following actions be taken with respect to the "Special Events Policies and Procedure Manual":	September 10, 2019	TBD	S. Stafford	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	a) the communication dated September 6, 2019 from Councillor A. Kayabaga, with respect to the “Special Events Policies and Procedures Manual” BE RECEIVED; and, 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: 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.				
9.	**Proposed Core Area Action Plan** 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: 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”;	November 12, 2019	TBD	M. Hayward J.M. Fleming	
10.	**Tow Truck Operator Licence – Business Licence By-Law L.131-16** 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 attached presentation from N. Musicco, Specialist I, Municipal Policy, was received with respect to this matter;	December 3, 2019	Q4, 2020	G. Kotisfas O. Katolyk N. Musicco	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
11.	**2020-2023 Middlesex-London Paramedics Services Budget** That the following actions be taken with respect to the 2020-2023 Middlesex-London Paramedics Services Budget, submitted by Middlesex County: c) the Civic Administration BE DIRECTED to investigate and report back through the Community and Protective 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	January 14, 2020	TBD	A.L. Barbon	
12.	**Policies and Funding – Arts and Culture** 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.	January 21, 2020	TBD	S. Stafford	
13.	**Parade Permits** 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.	January 21, 2020	TBD	G. Kotsifas S. Stafford	
14.	**Swimming Pool Fence By-law - Proposed Amendments** 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	February 19, 2020	TBD	G. Kotsifas O. Katolyk	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	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.				
15.	**Vacant Buildings By-law** 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.	February 19, 2020	TBD	G. Kotsifas O. Katolyk	
16.	**Property Standards By-law - Proposed Amendments** 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.	February 19, 2020	TBD	G. Kotsifas O. Katolyk	
17.	**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	February 19, 2020	TBD	G. Kotsifas O. Katolyk	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	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. Gelinas, 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. Gelinas, Specialized Recycling Inc., as appended to the Added Agenda, with respect to this matter, were received.				
18.	**Short-Term Accommodations - Proposed Regulations** 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,	February 19, 2020	TBD	G. Kotsifas O. Katolyk	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	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.				
19.	**New Licensing and Licensing Renewal Requirements** That the following actions be taken with respect to the payment of new licensing and licensing renewal requirements: a) the Civic Administration BE DIRECTED to defer payment of the required licence fee for new applications for Food Premises business licences under the Business Licensing By-law L.-131-15, as amended, for three months from the date of the issuance of the licence; b) the Civic Administration BE DIRECTED to defer payment of the required licensing renewal fee for Cab Drivers, Cab Owners, Accessible Cab Owners, Accessible Cab Drivers and Limousine Owners under the Vehicle for Hire By-law L.-130-71, as amended, for three months from the date of the expiry of the current licence; c) the Civic Administration BE DIRECTED to report back on other actions that could be taken to reduce the burden on other businesses that have been impacted by COVID-19; it being noted that these actions are being taken to ease the financial impacts on those businesses and services that have been deemed to be essential and non-essential services by the Federal and Provincial Governments; and, d) subject to the approval of a) and b) above, the City Clerk BE DIRECTED to bring forward the required amendments to the Business Licensing By-law L.-131-15, as amended and the Vehicle for Hire By-law L.-130-71, as amended, to implement the above-noted changes.	March 31, 2020	TBD	G. Kotsifas O. Katolyk	
20.	**Holy Roller Tank Memorial - Councillor S. Lewis** That the following actions be taken with respect to the communication dated May 8, 2020 from Lt. Col. A. Finney, 1st Hussars and the communication from Councillor S. Lewis, appended to the agenda, with respect to the	May 26, 2020	TBD	S. Stafford	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	restoration of the Holy Roller tank memorial in Victoria Park: a) the concurrence of Municipal Council BE COMMUNICATED to the Commanding Officer of the 1st Hussars to permit a major preservation of the Holy Roller memorial; b) the Civic Administration BE AUTHORIZED to investigate all necessary steps to work with the 1st Hussars Calvary Fund to allow private donations to be received for the cost of this project; c) the Civic Administration BE REQUESTED to report back at a future meeting of the Community and Protective Services Committee with a recommendation for other partnership measures that could be undertaken by the City of London, itself, toward this restoration effort in recognition of the historical significance of this municipally owned asset; and, d) the above-noted communications, with respect to this matter, BE RECEIVED (2020-R01)				
21.	**Joan's Place New Addition Campaign - Request for Council Endorsement** That the Mayor BE REQUESTED to advocate the capital campaign of the Youth Opportunities Unlimited Joan's Place New Addition to the Provincial and Federal governments; it being noted that the communication from S. Cordes, Youth Opportunities Unlimited, dated June 23, 2020, with respect to this matter, was received.	July 15, 2020	TBD	Mayor A. Thompson	
22.	**Residential Video Surveillance By-law** That the communication, dated July 2020, from D. Johnstone, with respect to a by-law to protect individuals being video recorded in their own private residential backyards BE REFERRED to the Civic Administration for review and a report back at a future meeting of the Community and Protective Services Committee with a delegation from D. Johnstone at that time.	July 15, 2020	TBD	G. Kotsifas O. Katolyk	