

Bill No. 3  
2014

By-law No. A.- \_\_\_\_\_

A By-law to approve the Amending Agreement to the Employment Assistance Services Agreement between The Corporation of the City of London and Goodwill Industries, Ontario Great Lakes.

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 The Corporation of the City of London and Goodwill Industries, Ontario Great Lakes entered into an Agreement commencing January 1<sup>st</sup>, 2013, regarding the provision of Employment Assistance Services;

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

1. The Amending Agreement to the Employment Assistance Services Agreement entered into between The Corporation of the City of London and Goodwill Industries, Ontario Great Lakes, attached as Schedule "A" to this by-law, is authorized and approved.
2. The Mayor and City Clerk are authorized to execute the agreement authorized and approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council December 3, 2013.

Joe Fontana  
Mayor

Catharine Saunders  
City Clerk

First reading - December 3, 2013  
Second reading - December 3, 2013  
Third reading – December 3, 2013

## SCHEDULE A

### THIS AMENDING AGREEMENT

B E T W E E N:

**GOODWILL INDUSTRIES, ONTARIO GREAT LAKES**  
(the "Service Provider")

- and -

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

**WHEREAS** the Service Provider and the City entered into an Agreement with effect as of January 1<sup>st</sup>, 2013, regarding the provision of Ontario Works Employment Assistance Services (the "Agreement");

**AND WHEREAS** the Service Provider and the City wish to amend certain terms of the Agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises and the mutual covenants contained in the Agreement, and subject to the terms and conditions of this Amending Agreement, the parties agree as follows:

#### 1.0 AMENDMENTS

1.1 Schedule "C" of the Agreement, which outlines the Cost of Employment Assistance Services, is hereby amended by adding the following under the heading "Specialized Individual Support":

Circles (Wraparound Individualized Supports)

○ *Circles project costs:*

- *\$284,000 to cover 24 month period of December 1, 2013 to November 30, 2015 (to be provided in advance quarterly in 8 equal payments \$35,500 per quarter)*

1.2 Schedule "D" of the Agreement which sets out the Outcomes is hereby amended by adding the following under the heading "Specialized Individual Support":

- Service Provider shall contract for Circles with Move the Mountain
- Service Provider shall adhere to and meet all Move the Mountain contract terms and all Circles guidelines
- Service Provider shall ensure an inclusive community process including but not limited to:
  - *CYN and Ending Poverty*
  - *Community champions*
  - *Ontario Works*
  - *Bridges Out of Poverty Committee*
  - *Social Action Coalition*
- Service Provider shall act as co-lead for the Circles Initiative in London along with Housing, Social Services and Dearness Home
  - *Guiding Coalition*
  - *Community champions*
- Service Provider shall establish 2 Circles comprised of 10-12 leaders in each circle
- Service Provider shall fully operationalize Circles
- Service Provider shall provide leadership for ongoing operation of Circles
- Service Provider shall participate fully in the evaluation of Circles

#### 2.0 AGREEMENT BINDING

- 2.1 Except as amended in accordance with the provisions of this Amending Agreement, the Agreement shall remain binding and in full force and effect.
- 2.2 This Amending Agreement shall be binding on the parties and their respective successors and assigns.

**3.0 EXECUTION**

- 3.1 The City and the Service Provider acknowledge that it has each read this Amending Agreement, understands it and agrees to be bound by its terms and conditions.

**IN WITNESS WHEREOF** the City has hereunto signed this Amending Agreement by its duly authorized representative and the Service Provider has hereunto affixed its corporate seal under the hands of its duly authorized representatives.

**THE CORPORATION OF THE CITY OF LONDON**

Date: \_\_\_\_\_  
Joe Fontana, Mayor

Date: \_\_\_\_\_  
Catharine Saunders, City Clerk

**GOODWILL INDUSTRIES, ONTARIO GREAT LAKES**

Date: \_\_\_\_\_  
Per:  
Name:  
Title:

Date: \_\_\_\_\_  
Per:  
Name:  
Title:

I/We have authority to bind the corporation.