

## GRANT AGREEMENT – EMPLOYMENT PROGRAM SUPPORT

THIS AGREEMENT dated \_\_\_\_ day of September, 2014.

BETWEEN:

### **WIL Counselling and Training for Employment**

On behalf of

Employment Sector Council London Middlesex (ESCLM)

And

London Middlesex Immigrant Employment Council (LMIEC)

(Herein after referred to as the “Employment Program Support Service Providers”)

AND

### **THE CORPORATION OF THE CITY OF LONDON**

(Hereinafter referred to as the “City”)

**WHEREAS** the City is interested in providing the Employment Program Support a (1) year extension to the previously approved one time grant (formerly granted on a pilot basis) to the London Middlesex Immigrant Employment Council and the Employment Sector Council London Middlesex; that includes and is not limited to the following employment program support services:

- (i) Job Placement and Matching
- (ii) Essential Employment Services

**AND WHEREAS** section 107 (1) of the Ontario Municipal Act, 2001 states that despite any provision of this or any other Act relating to the giving of grants or aid by a municipality, subject to section 106, a municipality may make grants, on such terms as to security and otherwise as the council considers appropriate, to any person, group or body, including a fund, within or outside the boundaries of the municipality for any purpose that council considers to be in the interests of the municipality. 2001, c. 25, s. 107 (1).

**AND WHEREAS** in response to the City’s request for community ideas on how to create jobs and strengthen London’s economy, the Employment Program Support sponsor “WIL-Counselling and Training for Employment” submitted a joint proposal from ESCLM & LMIEC, dated November 15, 2012, attached and forming **Appendix “K”** (Joint Proposal), **Appendix “L”** (LMIEC Business Case), **Appendix “M”** (ESCLM Business Case) of this agreement, to provide the services listed in **Appendix “N”** of this Agreement;

**AND WHEREAS** Municipal Council for the City resolved at its meeting of February 13<sup>th</sup>, 2013, to endorse the joint proposal, which was one of the five recommendations outlined in the December 18, 2012 “A Path to Prosperity” report, and authorized Harvey Filger, the Director of Corporate Investments and Partnerships, or designate to enter into a grant agreement with the above mentioned Employment Program Support Service Provider, for one year, on a pilot basis, with the potential for one (1) year extension. As a direct stipulation of the Grant Agreement the Corporate Investments and Partnerships staff was directed to report back at the end of one year on the outcomes of the program. Based on the satisfactory year-end results, it is recommended that the contract (grant) be extended for (1) one additional year of funding;

**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 grant agreement and any amendment to this agreement, the following terms shall have the following meanings:

- (a) **Employment Program Support Services:** any services related to the administration and provision of (i) job placement and matching services, and (ii) essential employment services:
  - (i) Job Placement and Matching:

- Enable local employers to better attract talent and tap into talent already in London, including unemployed and underemployed individuals that were currently unable to match and market due to funding restraints.
- (ii) **Essential Employment Services:**
- Enable job seekers and employers to access employment support and skill training services quickly and efficiently.
- (b) **Employment Program Support Service Providers:** represents both, the London Middlesex Immigrant Employment Council (LMIEC) and the Employment Sector Council London Middlesex (ESCLM). Both parties are represented as the employment program support service provider resulting from a joint proposal submitted by the acting administrative sponsor “WIL Counselling and Training for Employment”. The employment program support proposal is related to providing employment support; which was endorsed by Council as one of the five recommendations outlined in the December 18, 2012 “A Path to Prosperity” report.
- (c) **WIL Counselling and Training for Employment (WIL):** WIL is a non-profit organization dedicated to facilitating the economic and social integration of immigrant men and women, and Canadian men and women, into the broader community of London. WIL is acting as the administrative sponsor for the joint proposal from LMIEC and ESCLM.
- (d) **LMIEC (London Middlesex Immigrant Employment Council):** LMIEC is led by regional employers committed to fully engaging skilled immigrants in the local labour market. Serving as the demand-driven bridge to the supply of newcomer talent, the LMIEC is strategically guided by a business-led Governance Council with support from and Advisory community partners. LMIEC Job Match Program focuses on attracting and retaining immigrant talent in London.
- (e) **ESCLM (Employment Sector Council London Middlesex):** ESCLM is comprised of more than 40 organizations serving 80,000 clients in the London-Middlesex employment and training sector. The members create a collaborative Program of non-profit employment service delivery agencies, employers, trainers, educators and representatives from all three levels of government. ESCLM members serve newcomers, youth, First Nations people, older workers, people with disabilities and Francophones. ESCLM Job Development Program members provide skill training and employment support to get people back to work.
- (f) **City Representative:** the person delegated the authority to represent the City.

## 2.0 TERM:

### 2.1 Term of Grant Agreement

Subject to section 5.0, this grant agreement shall commence on the \_\_\_\_ day of **September, 2014**, and shall expire, without the necessity of notice, on the \_\_\_\_ day of **September, 2015** (the “Term of the grant agreement”).

## 3.0 OBLIGATIONS OF THE CITY:

### 3.1 Payment for Employment Program Support Services

The City shall pay the full 2<sup>nd</sup> year of funding amount as approved by Council in one lump sum within 60 days of the signing this grant agreement, however in the event that the City disputes an amount indicated on the proposal, the City in its sole discretion, and acting reasonably, may amend the amount and shall provide a written explanation of the amendment to the Employment Program Support Service Provider. The Employment Program Support Service Provider is to be provided with a 30 day notice prior to any amendment taking place.

3.2 The City, in its sole discretion, may require the Employment Program Support Service Provider to promptly repay to the City some or all of the funding for the Employment Program Support Services if the quarterly report of results as requested is not submitted.

### 3.3 Roles and Responsibilities

The roles and responsibilities for the City are as follows:

- City staff will monitor the required quarterly statistical reporting supplied by the Employment Program Support Service Provider for compliance with this grant agreement. This will include regular monitoring, auditing and quality assurance activities to ensure that performance outcomes and established benchmarks are being met by the Employment Program Support Service Provider. Part of this process will include soliciting feedback from participants on their participation in the job matching employment assistance services using a third-party evaluation and a process that is consistent with all privacy legislation.

## 4.0 **OBLIGATIONS OF THE EMPLOYMENT PROGRAM SUPPORT SERVICE PROVIDER:**

4.1 The Employment Program Support Services Provider shall provide Job Placement and Matching Services in accordance with this Agreement and the Proposal.

4.2 The requirements of the job placement and job matching employment assistance services as set out in **Appendix N** may be amended from time to time on the prior written mutual consent of the City Manager or designate and the Employment Program Support Service Provider.

### 4.3 Obligations of the Employment Program Support Service Provider

The Employment Program Support Service Provider shall:

- (a) provide the services listed in **Appendix "N"**, and fulfil the requirements:
  - (i) for Job Placement and Matching
  - (ii) for Essential Employment Services
- (b) be solely responsible for all means, methods, techniques, sequences, and procedures for providing the program and for coordinating all parts of the employment Program support program under this agreement;
- (c) provide job placement and matching 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;
- (d) provide statistical reports to the City within 21 days of the end of each annual quarter, and at the end of the first term, or on a more frequent basis if requested by the City, and as set out in **Appendix "O"**;
- (e) provide a year-end report, no later than 30 days past the expiry of the one year grant agreement, that will summarize the quarterly statistical results of the Employment Program Support Services specifically related to "Job Placements and Matching" and other "Essential Employment Services".

### 4.4 Roles and Responsibilities

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

- shall submit quarterly statistical reports (progress reports) to the Civic Administration, in a form specified by the City; including a year-end report and any other reports that may be relevant or requested by the City. These will be used to assess the program's effectiveness.

### 4.5 Performance Measures

Future and/or ongoing funding requests should be made through the Strategic Funding Framework and performance measures should be linked to specific program year-end statistical results and overall program effectiveness; number of job placements and matches compared to the outlined target. Additional consideration of program effectiveness may be given to results related to essential employment services.

The year-end performance review will assess the results of successful job placements and matches achieved over a one year timeframe and overall program effectiveness. Success is measured in terms of percentage of job seekers hired on a full-time, part-time or temporary contract basis.

#### 4.6 Compliance Audit

The Employment Program Support Service Provider shall allow the City, upon twenty-four hours' notice and during normal business hours, to enter upon the Employment Program Support Service Provider's premises to review the information related to job matching statistical reports that have been submitted to the City. At the City's request, the Employment Program Support Service Provider shall provide the City with the requested supporting information.

#### 4.7 Insurance and Indemnity

- (a) The Employment Program Support Service Provider agrees to purchase and maintain during the term of the Agreement insurance in a form satisfactory to the City:
  - i. General liability insurance in an amount not less than Two Million (\$2,000,000.00) dollars and shall include the City as an additional insured with respect to the services provided, 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.
  - ii. In addition, the Employment Program Support Service Provider shall furnish the City with a Blanket Position Policy or equivalent Fidelity Bond in the amount not less than \$60,000.00. The City shall be shown on the Policy as a named Oblige, as its interest may appear with respect to incidents arising from work performed under this Agreement, and
- (b) The Employment Program Support Service Provider shall submit a completed standard Insurance Certificate (Form #0788) prior to commencement of the services and this insurance will not be cancelled or permitted to lapse unless the insurer provides the City with at least thirty (30) days prior written notice. Evidence that the insurance is in force shall be provided to the City.
- (c) The City reserves the right to request such higher limits of insurance or other types of policies appropriate to the Agreement as it may reasonably require; failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement.
- (d) The Employment Program Support Service Provider agrees to indemnify and hold the City harmless from and against any liability loss, claims, demands, cost and expenses, including reasonable legal fees, occasioned wholly or in part by any act or omission either in negligence or in nuisance whether wilful or otherwise by the Employment Program Support Service Provider, its agents, officers, employees or other persons for whom the Employment Program Support Service Provider is legally responsible.
- (e) Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement.
- (f) The Employment Program Support Service Provider undertakes and agrees to defend and indemnify the City and hold the City harmless, at the Employment Program Support Service Provider's sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that the City may sustain or incur by reason of:
  - (i) any breach of this Agreement by any of the Employment Program Support Service Provider, the Service Provider's employees or persons for whom the Service Provider is at law responsible;
  - (ii) any loss or misuse of funds held by the Employment Program Support Service Provider as described in this Agreement;
  - (iii) the acts or omissions of the Employment Program Support Service Provider, the Employment Program Support Service Provider's employees or any person for whom the Employment Program Support Service Provider is at law responsible in performing Services or otherwise carrying on the Service Provider's business, including any damage to any and all persons or property, whether deliberate, accidental or through negligence, and all tickets, fines or penalties;
  - (iv) any claim or finding that any of the Employment Program Support Service Provider, the Employment Program Support Service Provider's employees or persons for whom the Employment Program Support Service Provider is at law responsible are employees of, or are in any employment relationship with, the City or are entitled to any Employment Benefits of any kind; or

- (v) any liability on the part of the City, under the Income Tax Act (Canada) or any other statute (including, without limitation, any Employment Benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties, by virtue of any of the following being considered to be an employee of the City, from the Employment Program Support Service Provider, the Employment Program Support Service Provider's employees or others for whom the Employment Program Support Service Provider is at law responsible in connection with the performance of services or otherwise in connection with the Employment Program Support Service Provider's business.

## **5.0 DEFAULT AND TERMINATION:**

### **5.1 Termination Without Default**

Despite any other provisions in this Grant Agreement, the City or the Employment Program Support Service Provider may, at any time and for any reason, terminate this Agreement, effective upon the giving of **ninety (90) days'** prior written notice to the other party. Such termination shall be without compensation, penalty or liability on the part of the terminating party, and shall be without prejudice to any legal or equitable right or remedy accrued or accruing to the terminating party arising from the performance of this Agreement.

## **6.0 GENERAL:**

### **6.1 Schedules Forming Part of Grant Agreement**

- (a) The parties understand and agree that the following Appendices: "K", "L", "M", "N", and "O" attached to this agreement form part of this grant agreement and consist of:

- (i) Appendix "K" – Joint Proposal for ESCLM-LMIEC;
- (ii) Appendix "L" – LMIEC (London-Middlesex Immigrant Employment Council) Business Case
- (iii) Appendix "M" – ESCLM (Employment Sector Council London-Middlesex)
- (iv) Business Case
- (v) Appendix "N" – List of Employment Program Support Services to be Provided;
- (vi) Appendix "O" – Employment Network Performance Measurement Tool

### **6.2 Entire Grant Agreement**

This Grant 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 grant agreement has not been induced by, nor do any of the parties rely upon or regard as material, any representations not included in this grant agreement.

### **6.3 Execution**

The Employment Program Support Service Provider acknowledges that it has read this grant agreement, understands it and agrees to be bound by its terms and conditions.

**IN WITNESS WHEREOF** the Parties have duly executed this agreement.

**SIGNED, SEALED AND DELIVERED**

**THE CORPORATION OF THE CITY OF LONDON**

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Joni Baechler, Mayor

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Catharine Saunders, City Clerk

**WIL Counselling and Training for Employment  
(Acting as Administrative Sponsor)**

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Per:  
Name:  
Title: