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<b>TO:</b>	<b>CHAIR AND MEMBERS INVESTMENT AND ECONOMIC PROSPERITY COMMITTEE MEETING ON MAY 21, 2013</b>
<b>FROM:</b>	<b>HARVEY FILGER DIRECTOR OF CORPORATE INVESTMENTS AND PARTNERSHIPS</b>
<b>SUBJECT:</b>	<b>GRANT AGREEMENT – EMPLOYMENT PROGRAM SUPPORT</b>

<b>RECOMMENDATIONS</b>
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That on the recommendation of the Director of Corporate Investments and Partnerships the following actions **BE TAKEN** regarding the proposed Employment Program Support proposal:

- a) that the attached proposed by-law (Appendix 1) **BE INTRODUCED** at the Council meeting of June 11, 2013:
  - (i) to approve the Grant Agreement with WIL Counselling and Training for Employment, for the Employment Program Support; and
  - (ii) to authorize the Mayor and Clerk to execute the agreement; and
  - (iii) to approve the amount of the grant;
  
- b) that the Employment Program Support **BE APPROVED** on a pilot basis for one year with:
  - Employment Sector Council London Middlesex
  - London Middlesex Immigrant Employment Council
 with an option to extend the pilot for one (1) additional year, based on the yearend update report and subject to a source of financing;
  
- c) the Corporate Investments and Partnerships staff **BE DIRECTED** to report back at the end of one year of the Grant Agreement (Appendix 2), on the results of the program: provide job matching statistics associated with the two organizations; evaluate the results for a potential 2<sup>nd</sup> year of funding.
  
- d) The Civic Administration **BE AUTHORIZED** to undertake all administrative acts which are necessary in connection with this award; and
  
- e) That the financing for this project in the amount of \$101,980 **BE APPROVED** as set out in the Sources of Financing Report attached hereto as Appendix 3.

<b>PREVIOUS REPORTS PERTINENT TO THIS MATTER</b>
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1. November 27, 2012: "Investment and Economic Prosperity Proposal Assessment Process, Corporate Investments and Partnerships"
2. December 18, 2012: "A Path to Prosperity: Community Business Ideas to Stimulate our Economy, Corporate Investments and Partnerships"



3. January 28, 2013: “Investment and Economic Prosperity Proposal Assessment Process Update, Corporate Investments and Partnerships”
4. February 19, 2013: Investment and Economic Prosperity Proposal Assessment Process Update #2, Corporate Investments and Partnerships”
5. April 29, 2013: “Investment and Economic Prosperity Project Updates, Corporate Investments and Partnerships”

## **BACKGROUND**

By way of background, on January 23, 2012 Municipal Council was presented with the ‘Developing a Strategic Investment and Economic Prosperity Plan’ report, where a process was proposed for the purpose of developing the Strategic Investment and Prosperity Plan. Outlined in that report was a proposed process by which selected projects would move from conception to implementation. As a result, the City of London received 49 ideas from members of our community. All delegates who brought forth a proposal, and for which contact information was available and communication direction provided, were asked to complete the due diligence checklist for short listing projects.

As part of the due diligence review, the submission and satisfactory completion of the specific elements listed within the checklist were essential for the proposal to move forward. For the proposals where a completed checklist was not submitted a fair review and categorization took place. The primary evaluation of the proposals was based on careful review and analysis of the proposed ideas in relation to the listed definition of economic development; this analysis allowed for the appropriate classification of the proposals based on the four proposed categories: Economic Development, Social Prosperity, Idea Bank, or Other.

The Corporate Investments and Partnerships staff prepared a report (December 18, 2012) for the Investment and Economic Prosperity Committee (IEPC) that presented a shortlist for the purpose of accelerating London’s economy and fostering private sector investment in the City. This report, endorsed by Municipal Council in February, 2013, presented five proposals best suited to the advancement of the goal and objectives of London’s Prosperity Plan (*Refer to Appendix 4 and 5 for Council Resolutions*).

On the 19<sup>th</sup> of February 2013, a proposal assessment update report was presented. This report outlined prosperity project next steps with respect to the financial plan, public engagement plan and project operational plans. The financial plan was addressed in the context of the budget process. Subsequently, on February 28, funding in the amount of \$1.1M was allocated to contribute to the funding required to move the Economic Prosperity Plan forward.

In addition, the February 19<sup>th</sup> report also outlined a public engagement plan; a multi-forum approach that gathered feedback from both the general public and specific stakeholder groups through a variety of communication means. The public engagement related to the Employment Program Support program was concluded in early May; the overall feedback results are summarized in the “Investment and Economic Prosperity Projects - Public Input” report.

As per Council direction and on the recommendation of the Director of Corporate Investments and Partnerships, a Grant Agreement with respect to the Employment Program Support joint proposal has been developed.

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**Employment Program Support** (refer to Appendix 6 for more details)

*Related Proposals: Employment Sector Council London Middlesex and London Middlesex Immigrant Employment Council*

**Recommendation:** It is recommended that the joint proposal receive City funding in the amount of \$101,980 for the first year of program delivery. An update to be provided in the 4<sup>th</sup> quarter of program delivery for re-evaluation; for a potential 2<sup>nd</sup> yr funding in the amount of \$105,669.

**Cost:** Total cost for year one of program delivery \$101, 980: ESCLM: \$50,192-yr.1; LMIEC: \$51,788-yr.1

**Return:** up to 2700 job matches:

- Match the unemployed with proper jobs
- Match employers with properly skilled workers

**Proposal Status:**

<b>Project Review and Evaluation</b>	
1.	A business case outlining the need for funding related to two employment support programs was received in November of 2012. <b>Completed</b>
2.	Legal review of recommendation (May, 2013). <b>Completed</b>
3.	Internal partner review of project proposal and recommendation (February – March, 2013). <b>Completed</b>
4.	Prepare a formalized grant agreement (prepare a contract and monitoring tool) (February - April 2013). <b>Completed</b>
5.	Purchasing, Social Services, Risk and Legal review of the grant agreement (April-May, 2013). <b>Completed</b>
6.	Review and evaluate results of the success of the program after one year (number of job matches) for a potential 2 <sup>nd</sup> year of funding (June/July, 2014)
7.	Report back to IEPC with recommendation related to potential second year of funding (July/August, 2014)

**DISCUSSION**

**Agreement Development**

The Corporate Investments and Partnerships team has been instrumental in the development of the form and content of the “Employment Program Support” Grant Agreement. The Grant Agreement is for a one (1) year period (on a pilot basis), with the option of extending the contract for an additional one (1) year period. The potential additional second year of funding is based on job matching results of the Employment Sector Council London Middlesex and London Middlesex Immigrant Employment Council.

At least 45 days prior to the expiry of the agreement, the Corporate Investments and Partnerships staff will review and evaluate the statistical results of the program (please note that it has been requested that quarterly and yearend reports be submitted from both ESCLM & LMIEC). The staff will evaluate the statistical results in the context of the number of job matches



and compare these figures to the set targets. A final report will be prepared that will outline a recommendation for Council’s consideration; related to one additional year of funding.

Provided that an additional year of funding is recommended, the Director of Corporate Investments and Partnerships will mutually agree in writing to renew the agreement on the same terms and conditions as set out in this agreement for an additional one (1) year period. The individual Employment Program Support Grant Agreement has to be signed by the respective organizations. One representative contract is attached as Appendix 2.

**Agreement Summary**

The Grant Agreement, attached in Appendix 2, stipulates the following:

- The Term of the Agreement is from July 2<sup>nd</sup>, 2013 to July 2<sup>nd</sup>, 2014, with the possibility of one (1) additional year renewal, based on results of job matching statistics at the end of year one, July 2<sup>nd</sup> 2014.
- The Employment Program Support Service Provider (Job Match Program - LMIEC and Job Developers Program – ESCLM) shall provide job matching employment assistance services in accordance with this Agreement, the “A Path to Prosperity” December 18<sup>th</sup>, 2012 report, and their Proposal;
- The requirements of the job matching employment assistance services as set out in Schedule D may be amended from time to time on the prior written mutual consent of the Director of Corporate Investments and Partnerships or designate and the Employment Program Support Service Provider;
- Job matching employment services to be provided are dependent on the contract and should help with proper employment job matching and may include the following: Connecting with Employers, Connecting with Job Seekers, Service Coordination, Community Engagement;
- The Employment Program Support Service Provider is obliged to provide job matching services on a basis which is fair, confidential, accessible, responsive, sensitive and adequate and respects the rights, dignity, culture and diversities of the participants;
- The Employment Program Support Service Provider is obliged to use current state of the art methods and shall skillfully and competently deliver the job matching employment assistance services;
- The Employment Program Support Service Provider is obliged to instruct and train its staff to deliver the services required under this Agreement;
- The Employment Program Support Service Provider will participate in quarterly program evaluation activities carried out by the Corporate Investments and Partnerships Division; as set out in “Schedule E”.
- The Employment Program Support Service Provided will provide a yearend report; at least 45 days prior to the expiry of the one year grant agreement. The report is to provide a summary of job matching statistical results; including other information as may be relevant.
- The Employment Program Support Service Provider shall obtain prior written approval from the Director, Corporate Investments and Partnerships regarding advertising or media involvement surrounding job matching employment assistance services it provides under this Agreement, and acknowledge the City's involvement in the job matching employment assistance services; and,
- Despite any other provisions in this 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.
- 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 the statistical reports that have been submitted.

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**Financial Implications**

The 2013 Council approved budget included an allocation of \$1.1M to the Economic Development Reserve Fund to support the five proposals in London’s Prosperity Plan as presented to the Investment & Economic Prosperity Committee. This initiative is the first of those five proposals to move forward. Funding for the Employment Program Support recommendation in the amount of \$101,980; of which, \$50,192 is to be allocated to the Employment Sector Council London Middlesex and another \$51,788 is to be allocated the London Middlesex Immigrant Employment Council, for one (1) year on a pilot basis. See **Appendix 3** for the supporting Source of Financing.

<b>PREPARED AND SUBMITTED BY:</b>	<b>PREPARED AND SUBMITTED BY:</b>
<b>CATHY DZIEDZIC SPECIALIST, CORPORATE INVESTMETNS AND PARTNERSHIPS</b>	<b>MAT DALEY SPECIALIST, CORPORATE INVESTMETNS AND PARTNERSHIPS</b>
<b>REVIWEWD AND REOMMENDED BY:</b>	<b>REVIWEWD AND REOMMENDED BY:</b>
<b>HARVEY FILGER DIRECTOR, CORPORATE INVESTMENTS AND PARTNERSHIPS</b>	<b>MARTIN HAYWARD MANAGING DIRECTOR, CORPORATE SERVICES, CITY TREASURER, CHIEF FINANCIAL OFFICER</b>

cc:

- Elisabeth K. White, Manager, Employment Initiatives
- John Freeman, CSCMP, Manager – Purchasing & Supply
- Anne Langille, WIL Counselling and Training for Employment
- Carol Stewart, Employment Sector Council London Middlesex
- Jennifer Hollis, London Middlesex Immigrant Employment Council
- Joy Jackson, Manager III, Risk Management
- Lynn Marshall, Solicitor II
- Jim Barber, City Solicitor, City Manager's Department/ City Solicitor's Office
- Alan Dunbar, Manager III - Financial Planning & Policy
- Larry Palarchio, Director of Financial Planning & Policy

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**Appendices:**

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**Appendix 1: Proposed By-Law**

**Appendix 2: Grant Agreement – Employment Program Support**

**Appendix 3: Source of Financing**

**Appendix 4: Council Resolution: Recommendations RECEIVED**

**Appendix 5: Council Resolution; Recommendations ENDORSED**

**Appendix 6: Employment Program Support**



**Appendix 1: Proposed By-Law**

Bill No.  
2013

By-law No.

A By-law to approve the Grant Agreement with WIL Counseling and Training for Employment, for Employment Program Support; and to authorize the Mayor and the City Clerk to execute the Agreement; and to approve the amount of the grant.

WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c. 25 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;

AND WHEREAS section 106 of the *Municipal Act, 2001* provides that a municipality shall not assist directly or indirectly any manufacturing business or other industrial or commercial enterprise through the granting of bonuses for that purpose;

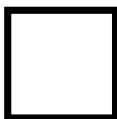
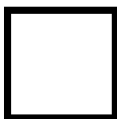
AND WHEREAS section 107 of the *Municipal Act, 2001* provides that, subject to section 106, a municipality may make grants to any person, group or body, including a fund, for any purpose that council considers to be in the interests of the municipality;

AND WHEREAS Council for the City considers it to be in the interests of the municipality to provide a grant to WIL Counselling and Training Employment for employment program support;

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

1. The Grant Agreement attached as Appendix “2” to this by-law between The Corporation of the City of London and WIL Counseling and Training for Employment, for funding for employment program support, is approved.
2. The Mayor and the City Clerk are authorized to execute the agreement approved under section 1 above.
3. The Director of Corporate Investments and Partnerships is delegated the authority to act as the City Representative in the Agreement approved in paragraph 1 above. In the absence of The Director of Corporate Investments and Partnerships, the City Treasurer is delegated the authority to act as the City Representative in the Agreement approved in paragraph 1 above. In the absence of both The Director of Corporate Investments and Partnerships and the City Treasurer, the City Manager is delegated the authority to act as the City Representative in the Agreement approved in paragraph 1 above.
4. The amount of the grant approved by Council for the first term is: \$ 101,980 (with \$ 50,192 of this amount going to ESCLM; and with \$ 51,788 of this amount going to LMIEC).
6. This by-law shall come into force and effect on the day it is passed.

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PASSED in Open Council

, 2013.

Joe Fontana  
Mayor

Catharine Saunders  
City Clerk

First reading -  
Second reading -  
Third reading -



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**Appendix 2:**

**GRANT AGREEMENT – EMPLOYMENT PROGRAM SUPPORT**

**THIS AGREEMENT** with effect as of the 2<sup>nd</sup> day of July, 2013,

BETWEEN:

**WIL Counselling and Training for Employment**

On behalf of

Employment Sector Council London Middlesex (ESCLM)

And

London Middlesex Immigrant Employment Council (LMIEC)  
(hereinafter 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 a one-time grant for employment program support 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 **Schedule “A”** (Joint Proposal), Schedule “B” (LMIEC Business Case), Schedule “C” (ESCLM Business Case) of this agreement, to provide the services listed in **Schedule “D”** 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 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;

**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 45 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 **2<sup>nd</sup> day of July, 2013**, and shall expire, without the necessity of notice, on the **2<sup>nd</sup> day of July, 2014**, (the “Term of the grant agreement”).

2.2 Renewal

At least 30 days prior to expiry of the grant agreement, the City Representative and the Employment Program Support Service Provider may mutually agree in writing to renew the agreement on the same terms and conditions as set out in this agreement for a successive one-year period. The renewal decision will be based on statistical results presented in the yearend report and overall program effectiveness; as submitted to Civic Administration for evaluation at least 45 days prior to expiry of the grant agreement. Any decision by the City Representative or the Employment Program Support Service



Provider not to renew the agreement shall be without compensation, penalty or liability on the part of the City to the Employment Program Support Service Provider or the Employment Program Support Service Provider to the City.

**3.0 OBLIGATIONS OF THE CITY:**

**3.1 Payment for Employment Program Support Services**

The City shall pay the full 1<sup>st</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 is responsible for determining the Employment Program Support Service Provider's eligibility for potential second year of funding, based on the review of yearend statistical results and overall program effectiveness.
- The City and Employment Program Support Service Provider will develop mutually agreed to reporting agreements that reflect specific statistical data describing the desired outcomes.
- 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.
- Year 2 funding determinations for these projects will be made, in whole or in part, based on the respective outcomes of each of these two initiatives.

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

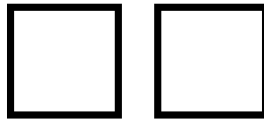
4.1 The Employment Program Support Services Provider shall provide Job Placement and Matching Services in accordance with this Agreement and the Proposal.

4.2 The requirements of the job placement and job matching employment assistance services as set out in Schedule D may be amended from time to time on the prior written mutual consent of the Director of Corporate Investments and Partnerships 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 **Schedule "D"**, 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 **Schedule “E”**;
- (e) provide a year-end report at least 45 days prior to the expiry of the 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

The City’s grant agreement renewal will 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



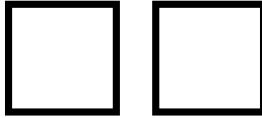
satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement.

- (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 Schedules: “A”, “B”, “C”, “D”, and “E” attached to this agreement form part of this grant agreement and consist of:
- (i) Schedule “A” – Joint Proposal submitted by Employment Program Support Service Provider;
  - (ii) Schedule “B” – Business Case submitted by LMIEC (London-Middlesex Immigrant Employment Council)
  - (iii) Schedule “C” – Business Case submitted by ESCLM (Employment Sector Council London-Middlesex)
  - (iv) Schedule “D” – List of Employment Program Support Services to be Provided;
  - (v) Schedule “E” – Statistical Reporting 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**

\_\_\_\_\_  
Joe Fontana, Mayor

\_\_\_\_\_  
Catharine Saunders, City Clerk

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

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

***Please note the relevant schedules are attached at the end of the report, after the appendix section.***



**Appendix 3: Source of Financing**

**APPENDIX '3'**

**#13068**

Chair and Members  
Investment and Economic Prosperity Committee

May 10, 2013  
(Approve New Project)

**RE: New Capital Project GG1538 - Employment Network Support - Grant Agreement**

**FINANCE DEPARTMENT REPORT ON THE SOURCES OF FINANCING:**

The Finance Department confirms that the cost of this project can be accommodated by an approved \$1.1 million contribution to the Economic Development Reserve Fund during 2013 budget deliberations to support proposals included in London's Prosperity Plan as presented to the Investment & Economic Prosperity Committee, and that, subject to the adoption of the recommendations of the Director of Corporate Investments and Partnerships, the detailed source of financing for this project is:

<b><u>ESTIMATED EXPENDITURES</u></b>	<b><u>Approved Budget</u></b>	<b><u>This Submission</u></b>	<b><u>Revised Budget</u></b>
Employment Sector Council London Middlesex	\$0	\$50,192	\$50,192
London Middlesex Immigrant Employment Council	0	51,788	51,788
<b>NET ESTIMATED EXPENDITURES</b>	<b><u>\$0</u></b>	<b><u>\$101,980</u></b>	<b>1) <u>\$101,980</u></b>
<b><u>SOURCE OF FINANCING:</u></b>			
Drawdown from Economic Development Reserve Fund 2)	\$0	\$101,980	\$101,980
<b>TOTAL FINANCING</b>	<b><u>\$0</u></b>	<b><u>\$101,980</u></b>	<b><u>\$101,980</u></b>

**NOTES**

- 1) This agreement is for a one year period, on a pilot basis, with an option to extend the agreement for one additional year, based on the yearend update report, outlining the results of the job matching program.
- 2) The funding requirement of \$101,980 is available as a drawdown from the Economic Development Reserve Fund.

EH

  
Larry Palarchio  
Director of Financial Planning & Policy



#### Appendix 4: Council Resolution: Recommendations RECEIVED

January 16, 2013

M. Hayward  
Managing Director, Corporate Services and City Treasurer, Chief Financial Officer

H. Filger  
Director of Corporate Investments & Partnerships

I hereby certify that the Municipal Council, at its session held on January 15, 2013 resolved:

3. That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer and the Director of Corporate Investments and Partnerships, the following actions be taken with respect to the development of a Strategic Investment and Economic Prosperity Plan:
  - a) the document entitled “A Path to Prosperity: Community Business Ideas to Stimulate our Economy” attached to the staff report dated December 18, 2012, **BE RECEIVED**; it being noted that reference to J. Malkin in the above-noted document should read “London Multicultural Community Association”;
  - b) the Civic Administration **BE DIRECTED** to make the necessary arrangements to hold a public participation meeting and to circulate the document noted in part a) above, to obtain public input; and,
  - c) the Civic Administration **BE DIRECTED** to report back at a future Investment and Economic Prosperity Committee (IEPC) meeting providing information with respect to the public comments received through the consultation process;

it being noted that the IEPC heard the attached presentation from the Director of Corporate Investments and Partnerships and M. Daley and C. Dziedzic, Specialists, Corporate Investments and Partnerships, with respect to this matter, and heard a verbal update from J. Yanchula, Manager, Community Planning and Urban Design, with respect to the Fincore project for the SOHO development, advising that a report will be going forward to the Planning and Environment Committee on February 5, 2013, related to this matter. (3/1/IEPC)

C.Saunders  
City Clerk  
/rr

- cc: A. Zuidema, City Manager  
J. Fleming, Managing Director, Planning and City Planner  
G. Hopcroft, Director, Intergovernmental and Community Liaison  
B. Warner, Manager, Realty Services  
J. Yanchula, Manager, Community Planning & Urban Design  
M. Daley, Specialist II - Corporate Investments & Partnerships  
C. Dziedzic, Specialist II - Corporate Investments & Partnerships



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**Appendix 5: Council Resolution; Recommendations ENDORSED**

February 13, 2013

H. Filger  
Director of Corporate Investments & Partnerships

I hereby certify that the Municipal Council, at its session held on February 12, 2013 resolved:

3. That, on the recommendation of the Director of Corporate Investments and Partnerships, the following actions be taken with respect to the proposed updated investment and economic prosperity proposal assessment process:
  - a) the updated investment and economic prosperity proposal assessment plan to guide the timeline by which proposals will be developed, and the process by which selected proposals will evolve from ideas to executable projects, including the proposed public engagement plan **BE ENDORSED**; and,
  - b) the synopsis of the January 12, 2013 public consultation **BE RECEIVED**. (3/2/IEPC)

C. Saunders  
City Clerk  
/rr

- cc: M. Hayward, Managing Director, Corporate Services and City Treasurer, Chief Financial Officer  
J. Fleming, Managing Director, Planning and City Planner  
G. Hopcroft, Director, Intergovernmental and Community Liaison  
E. Gamble, Director of Corporate Communications  
M. Daley, Specialist II - Corporate Investments & Partnerships  
C. Dziedzic, Specialist II - Corporate Investments & Partnerships



## Appendix 6: Employment Program Support

### Social Prosperity and Economic Development

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#### 1. Employment Sector Council London Middlesex /London Middlesex Immigrant Employment Council:

Summary: WIL Counseling and Training for Employment will be acting as an Administrative Sponsor for both proposals; ESCLM and LMIEC. WIL was founded in 1984 as Women Immigrants of London Resource Service Centre - a nonprofit community organization dedicated to facilitating the social integration needs of immigrant women within London's community. Over the years, WIL has responded to the expressed needs of its clientele by providing employment counseling, preparation and placement services for both immigrant men and women. While developing these services, the organization has also added a variety of career development and job search solutions for Canadian men and women.

ESCLM: The Employment Sector Council London-Middlesex (ESCLM) is a Program of over 45 organizations serving clients in the employment and training sector in the City of London and Middlesex County Ontario. The Program provides strategic solutions for job seekers, employers, and our community. Shared training for employment planning, standards for high quality service delivery, client referral, tracking and information sharing agreements, and common technology platforms designed and delivered by the ESCLM have enabled solid, collaborative working relationships.

LMIEC: The London Middlesex Immigrant Employment Council (LMIEC) launched in 2008 as a business-led organization with the purpose to connect local employers to Canadian newcomers and, in turn, strengthen the local economy. Today the LMIEC is an established organization linking employers to effective, no-cost tools and resources including: Search tools to access pre-screened local and province-wide talent. Mentoring programs that strengthen leadership, coaching and cross-cultural skills of your employees. Screening support for evaluating international credentials and language skills. Connections with business leaders in your community who have successfully attracted and retained newcomer talent.

The two proposals propose to go forward as one joint proposal and are seeking funding for Employment and Program Support in the amount of \$207,658 combined, to support two job matching Programs. **ESCLM** is requesting \$101,883 (*\$50,192-yr.1; \$51,691-yr.2*) in funding support from the City of London to hire an Employment Marketing Advisor, JDN marketing initiatives, and overhead expenses for 2 years, 2013-2014, to officially establish Job Developers Program as a key London resource for connecting area employers with JDN's pool of talent. **LMIEC** is requesting an annual investment for an initial 2-year period from the City of London in the amount of \$105,775 (*\$51,788-yr.1; \$53,987-yr.2*) to support the salary of a full-time Sales and Marketing Advisor. The Program matches qualified talent to unfilled job orders and marketing those candidates to employers is a labour intensive process, and as a result requires an additional staff member to compliment the team. ESCLM's Job Development Program connects unemployed workers with area employers, while the LMIEC connects skilled immigrant talent pool (already in London) to satisfy positions that are presently going unfilled. LMIEC also focuses on talent attraction and retention. Based on the primary analysis it was determined that the combined proposals fall within both "Economic Development" and "Social Prosperity" criteria as they focus on job matching, attraction and retention.

#### **Major Strengths and Advantages:**

Through the combined efforts of the ESCLM "Job Developers Program and the LMIEC "Job Match Program" to match people with jobs, the joint WIL proposal directly addresses key elements of the City of London's Strategic Plan: **A Strong Economy;** Develop our skilled



workforce, Build partnerships with key private, institutional and community partners; **A Caring Community**; Increase the health and well-being of all citizens. Through the application of the secondary analysis tool, both organizations scored very high on indirect job creation, as it has been estimated that within a two year time span, 2,500 workers/employers will be matched with jobs. A further advantage of the joint WIL proposal is that both (ESCLM and LMIEC) organizations establish a supportive workforce climate wherein existing employer demands are met by qualified, skilled job seeker supplies. The two organizations, ESCLM and LMIEC, complement each other and work collaboratively to achieve the same result: to match qualified job seekers with the right position, and to fill vacant job openings with the appropriate skilled professional. The ESCLM Job Match Program matches the unemployed based on their level of skill with the right employment positions. In the event where those positions cannot be filled due to lack of skill/ knowledge, LMIEC seeks to find skilled immigrants within the City of London to fill positions that are going unfilled.

**Potential Limitations:**

As the proposed idea does not create jobs, it does however drive transformational change across London's economy to create job opportunities for all Londoners. The limitation of the idea is based on the challenge facing the local employment sector; the existing mismatch between unemployed and underemployed individuals and the jobs available. The unemployed face the challenge of finding a job pertinent to their level of skill, while the employers face the challenge of filling vacant jobs that focus on specific skill and/or talent. The success of both Programs will depend on the number of available/vacant jobs that will be required to be filled/matched within the local community. Furthermore, another limitation is that the 2013 Corporate Budgeted reflects a 0% increase in the property tax levy, and so the funding request in the amount of \$101,980 (for the first year) would have to be found elsewhere; which could ultimately result in City service cuts.

**Recommendation:**

London's prosperity rides on all Londoners working. The City of London needs to focus on the needs of its local businesses and recognize the fact that competition for talent is international. Matching job seekers with the right job is critical to the growth of the local economy. There are many benefits to the two organizations as they collaboratively work to efficiently match the unemployed with proper jobs and match employers with properly skilled workers which in turn fill labour shortages and raise productivity. These two organizations strive to reduce the unemployment rate and ultimately support the growth of the local economy.

The Civic Administration recommends that the joint proposal receive City funding in the amount of \$101,980 for the first year of program delivery, by way of salary support. The success rate of both programs will need to be monitored and reported back on in the fourth quarter of its delivery; in order to provide job matching statistics associated with the two Programs and to be re-evaluated for a potential 2<sup>nd</sup> year funding in the amount of \$105,669. Matching the unemployed with the right kind of job and filling open job vacancies with the right kind of talent could potentially lead to a decrease in the local unemployment rate resulting in wealth creation for the local economy as a whole. It is on that basis that the proposals are recommended to move forward in the process.

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## **SCHEDULES**

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- **Schedule “A”**

**Joint Proposal of the Employment Network Support Service Provider**

- **Schedule “B”**

**Business Case submitted by LMIEC (London-Middlesex Immigrant Employment Council)**

- **Schedule “C”**

**Business Case submitted by ESCLM (Employment Sector Council London Middlesex)**

- **Schedule “D”**

**List of Employment Network Support Services to be Provided**

- **Schedule “E”**

**Statistical Reporting Tool**

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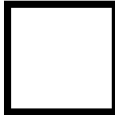
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**Schedule "A"**

**Joint Proposal of the Employment Network Support Service Provider**

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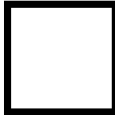
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**Schedule "B"**

**Business Case submitted by LMIEC (London-Middlesex Immigrant Employment Council)**

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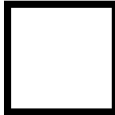
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**Schedule "C"**

**Business Case submitted by ESCLM (Employment Sector Council  
London Middlesex)**

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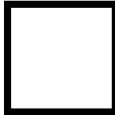
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**Schedule "D"**

**List of Employment Network Support Services to be Provided**

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**Schedule "E"**

**Statistical Reporting Tool**