

Bill No. 96  
2020

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

A by-law to approve the Agreement for the delivery of the London Circles Initiative between The Corporation of the City of London and Goodwill Industries, Ontario Great Lakes.

WHEREAS section 2 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that municipalities are created by the Province of Ontario to be responsible and accountable governments with respect to matters within their jurisdiction and each municipality is given powers and duties under this Act and many other Acts for the purpose of providing good government with respect to those matters;

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

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

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

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

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

PASSED in Open Council on March 2, 2020.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First reading – March 2, 2020  
Second reading – March 2, 2020  
Third reading – March 2, 2020

## Schedule 1

### PURCHASE OF SERVICE AGREEMENT FOR THE CIRCLES INITIATIVE

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

BETWEEN:

**GOODWILL INDUSTRIES, ONTARIO GREAT LAKES**  
(hereinafter referred to as the "Service Provider")

AND

**THE CORPORATION OF THE CITY OF LONDON**  
(hereinafter referred to as the "City")

**WHEREAS** the City is the delivery agent for the geographic area of the City of London and the County of Middlesex under the *Ontario Works Act, 1997*, S.O. 1997, c. 25, Schedule A;

**AND WHEREAS** sections 3 and 4 of the *Ontario Works Act, 1997* state that a form of assistance under the Act is employment assistance, which is assistance to help a person to become and stay employed;

**AND WHEREAS** section 39(1) of the *Ontario Works Act, 1997* provides that each delivery agent is responsible for the administration of the Act and the provision of employment assistance in the delivery agent's geographic area;

**AND WHEREAS** the City is interested in securing Goodwill Industries, Ontario Great Lakes as the organization that will administer the Circles Initiative in collaboration with the City of London.

**AND WHEREAS** the Service Provider is a duly incorporated company;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises and the mutual covenants herein contained, the parties hereto covenant and agree, each with the other as follows:

#### 1.0 DEFINITIONS:

1.1. In this Agreement and any amendment to this Agreement, the following terms shall have the following meanings:

- (a) **"Benefit Unit"** has the meaning ascribed to it in the *Ontario Works Act, 1997*, and means a person and all of his or her dependants on behalf of whom the person applies for or receives basic financial assistance.
- (b) **"City Representative"** means the person delegated the authority to represent the City.
- (c) **"Participant"** has the meaning ascribed to it in the *Ontario Works Act, 1997* Regulation 134/98, and with respect to employment assistance, means a member of the benefit unit of a recipient of income assistance but does not include,
  - (i) a dependent child who is of pre-school age or attending school, or
  - (ii) a person who receives only temporary care assistance

#### 2.0 TERM:

##### 2.1 Term of Agreement

Subject to sections 4.15, 8.1, and 8.2 the term of this Agreement commenced on the **1st day of January, 2020**, and shall expire, without the necessity of notice, on the **31st day of December, 2021** (the "Term of the Agreement").

##### 2.2 Renewal

At least 30 days prior to expiry of the Agreement, the City Representative and the Service Provider may mutually agree in writing to renew the Agreement on the same terms and

conditions as set out in this Agreement for successive one-year periods, up to a maximum of two (2) one-year renewals. Any decision by the City Representative or the Service Provider not to renew the Agreement shall be without compensation, penalty or liability on the part of the City to the Service Provider or the Service Provider to the City.

### **3.0 OBLIGATIONS OF THE CITY:**

#### **3.1 Payment for Circles Initiative**

Subject to section 3.2, the City shall pay the Service Provider for the provision of services under this Agreement as set out in **Schedule “C”**. The City shall pay for such services within 60 days of receipt of an invoice from the Service Provider, however in the event that the City disputes an amount indicated on an invoice, the City in its sole discretion, and acting reasonably, may amend the amount and shall provide a written explanation of the amendment to the Service Provider.

3.2 The City, in its sole discretion, may withhold payment, and/or require the Service Provider to repay to the City some or all of the funding for the Circles Initiative based upon the City’s assessment of the current year’s final audited statement provided to the City pursuant to section 4.4(g), 4.4(h) and **Schedule “E”**.

#### **3.3 Roles and Responsibilities**

The roles and responsibilities for the City are as follows:

City staff is responsible for determining the Participant’s ongoing eligibility for Ontario Works. Staff will work with Ontario Works Participants to develop a Participation Agreement and an Outcome Plan after a review of the Participants’ educational background, employment history, job goals, skills, qualifications, strengths, and interests. The Outcome Plan will include appropriate referrals to approved programs and relevant community supports.

City staff will develop mutually agreed to Participation Agreements with their Participants that reflect the steps Participants will take to become independent of social assistance. In addition to supporting Participants through this process, staff will ensure employment related expenses and child care supports are provided to Participants as required.

City staff will monitor service agreements for compliance with the Provincial guidelines and for the Service Provider’s performance according to this Purchase of Service agreement. This will include regular monitoring, auditing and quality assurance activities to ensure that performance outcomes and established benchmarks are being met by the Service Provider. Part of this process will include soliciting feedback from Participants on their participation in Purchase of Service Supports.

City staff will work with the Service Provider to resolve problems/issues relating to Participants’ participation in the Circles Initiative or relating to the program itself. City staff will assist the Circle Leader in the achievement of their employment and education goals. The City will endeavour to resolve matters in a mutually agreeable and timely fashion.

The City is responsible for setting the fee schedules for payments made to the Service Provider, and for verifying, approving and paying invoices based upon supporting documentation received. Payment will be made to the Service Provider based on pre-determined payment schedules. The City will not commit to pay program fees in advance of a Participant’s participation, or where City staff has not made a formal Participant referral.

### **4.0 OBLIGATIONS OF THE SERVICE PROVIDER:**

4.1 Subject to section 4.2, the Service Provider shall provide the Circles Initiative in accordance with this Agreement, the description of Services to be Provided as set out in **Schedule “B”** and the Outcomes as set out in **Schedule “D”** (“Outcomes”).

4.2 The requirements of the Circles Initiative as set out in **Schedule “B”** (Services to be Provided) and **Schedule “D”** (Outcomes) may be amended from time to time on the prior written mutual consent of the City Representative and the Service Provider.

#### **4.3 Return of Funds to City**

If the Service Provider uses the funds for purposes other than the provision of Circles Initiative as required under this Agreement, the City may demand the payment of funds equal to those already used by the Service Provider.

#### 4.4 Obligations of the Service Provider

The Service Provider shall:

- (a) provide the services listed in **Schedule “B”**, and fulfil the Outcomes as set out in **Schedule “D”**.
- (b) except as otherwise provided in this Agreement, at its own cost and expense, provide all and every kind of labour, superintendence, services, tools, equipment, materials, supplies, articles and things necessary for the due execution and completion of all and every service set out in the Agreement and shall forthwith commence the work and diligently execute and fully complete the same;
- (c) be solely responsible for all means, methods, techniques, sequences, and procedures for providing the program and for coordinating all parts of the program under this Agreement;
- (d) provide the services herein on a basis which is fair, confidential, accessible, responsive, sensitive and adequate that respects the rights, dignity, culture and diversities of the Participants;
- (e) use current state of the art methods and shall skilfully and competently deliver the Circles Initiative and shall employ only skilled and competent staff who will be under the supervision of the Service Provider;
- (f) instruct and train its staff to deliver the services required under this Agreement;
- (g) participate in program evaluation activities carried out by the applicable Ministry, including the Ministry of Children, Community and Social Services, Circles Canada or by the City;
- (h) provide statistical, financial and non-financial reporting to the City on a quarterly and annual basis, or on a more frequent basis if requested by the City, and as set out in **Schedule “E”**;
- (i) advise the City Representative forthwith about any awards or other types of publicity the Service Provider may be subject to;
- (j) obtain prior written approval from the City Representative regarding advertising or media involvement surrounding Circles Initiative it provides under this Agreement, and acknowledge the City’s involvement in the Circles Initiative;
- (k) obtain prior written approval from the City Representative for any use of the City logo or other intellectual property of the City;
- (l) comply with all applicable Federal and Provincial statutes, regulations, guidelines and rules, including *Ontario Works Act, 1997* and its regulations, and all applicable municipal by-laws.

#### 4.5 Roles and Responsibilities

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

- shall co-operate and work with City staff to evaluate the Circles Initiative
- shall maintain any and all licences, permit and approvals required to deliver the Circles Initiative
- shall maintain documentation in employee personnel files to demonstrate ongoing compliance with confidentiality and vulnerable persons screening, health and safety training that relate to individual employee
- shall maintain accreditation relative to the population served
- shall submit reports on Participant participation and outcomes in a form or format as specified by the City of London
- shall assign a representative of the Service Provider to liaise with City staff
- shall comply with all instructions of the City of London relating to the City’s compliance with the *Municipal Freedom of Information and Protection of Privacy Act*
- shall acknowledge that they have non-discrimination policies and procedures in place which prohibit discrimination based on race, ancestry, place or origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression,

- age, marital status, family status or disability
- shall notify City staff immediately of any accidents or incidents at the Service Provider's premises or service delivery locations involving a Participant, and complete any documentation required by the City with respect to the accident
- shall not request payment of any charge or fee from Ontario Works Participants who are participating in the approved program
- shall submit regular reports to City of London Social Services including financial and progress reports. These will be used to assess the program's effectiveness and ensure Purchase of Service Agreement compliance and ongoing accountability
- shall submit Participant screening and outcome reports throughout their participation (and in some cases post-participation) in the program. Reporting requirements will be thoroughly reviewed with the Service Provider, and
- shall be actively involved with community coordinating activities

#### 4.6 Performance Measures

The City's Purchase of Service agreement negotiations and service agreement renewals will be linked to specific program outcomes. The expected outcomes for Circles initiative are outlined in the document in **Schedule "D"**.

Annual performance reviews will assess compliance with service agreement requirements, taking into consideration the following:

- achievement of the program outcomes
- Participant satisfaction and demand
- budgetary considerations
- provincial program changes
- fundamental changes to the local labour market
- changes to Ontario Works caseload composition, and
- administrative accountability, including timely submission of required reports.

By establishing performance outcomes, the City will ensure:

- the ongoing ability to make adjustments to programs when needed
- the focus of contracting remains the provision of quality services to achieve outcomes
- Purchase of Service Supports respond to changes in participants' needs and labour market demands, and
- Purchase of Service Supports enhances participants' ability to obtain and maintain meaningful employment.

#### 4.7 Annual Report

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

#### 4.8 Inspection / Review

The City, or persons authorized by the City, is/are entitled, at all reasonable times, to inspect or otherwise review the Circles Initiative performed under this Agreement and the premises where they are being performed, including satellite locations.

#### 4.9 Compliance Audit

The Service Provider shall allow the City, upon twenty-four hours' notice and during normal business hours, to enter upon the Service Provider's premises to review the information contained on the Service Provider's computerized case management system. At the City's request, the Service Provider shall provide the City with information from the computerized case management tool in an electronic format and/or a printed format.

#### 4.10 Not an Agreement of Employment

The Service Provider acknowledges and agrees this agreement shall in no way be deemed or construed to be an Agreement of Employment. Specifically, the parties agree that it is not intended by this Agreement that the Service Provider nor any person employed by or associated with the Service Provider is an employee of, or has an employment relationship of any kind with the City or is in any way entitled to employment benefits of any kind whatsoever from the City whether under internal policies and programs of the City, the *Income Tax Act*, R.S.C. 1985 c.1 (1st Supp); the *Canada Pension Act*, R.S.C. 1985, c.C-8; the *Employment Insurance Act*, S.O. 1996,c.23; the *Workplace*

*Safety and Insurance Act*, 1997 S.O. 1997, c.26 (Schedule "A"); the *Occupational Health and Safety Act*, R.S.O. 1990, c.o.1; the *Pay Equity Act*, R. S. O. 1990, c.P.7; the *Health Insurance Act*, R.S.O. 1990, c.H.6; or any other employment related legislation, all as may be amended from time to time, or otherwise.

4.11 Notwithstanding paragraph 4.10 above, it is the sole and exclusive responsibility of the Service Provider to make its own determination as to its status under the Acts referred to above and, in particular, to comply with the provisions of any of the aforesaid Acts, and to make any payments required thereunder.

4.12 Personal Information

(a) In accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, the Service Provider, its directors, officers, employees, agents, volunteers and persons for whom it is at law responsible will hold confidential and will not disclose or release to any person at any time during or following the term of this Agreement, except where required by law, any information or document without obtaining the written consent of the individual/organization concerned prior to the release or disclosure of such information or document and shall comply with the requirements regarding Personal Information and Confidentiality as contained in **Schedule "F"** attached hereto and forming part of this Agreement.

Approved Forms – Collection of Personal Information

(b) When collecting Personal Information under this Agreement, the Service Provider or subcontractor shall use only the forms approved by the City for that purpose.

4.13 Records Retention

In the event that the Service Provider ceases operation, it is agreed that the Service Provider will not dispose of any records related to the Circles Initiative provided for under this Agreement without the prior written consent of the City, but when requested by the City shall return the records to the City forthwith.

4.14 Not Agent of City

Nothing in this Agreement shall entitle or enable the Service Provider or any subcontractor to act on behalf of, or as agent for, or to assume or create any obligation on behalf of, or to make any representation, promise, warranty or guarantee binding upon, or otherwise to bind the City. Each of the Service Provider, any subcontractor of the Service Provider and the City is independent and not the agent, employee, partner or joint venturer of any of the others.

4.15 Amendments if Funding Reduced

The Service Provider acknowledges and agrees that in the event that funding for this Agreement is reduced for any reason, or pertinent Legislation or Regulations in effect from time to time should be amended so as to require, in the City's sole discretion, an amendment to this Agreement, that the City will forward its proposed amendments to the Service Provider and the Service Provider may accept the amendments or treat the Agreement as at an end. With the consent of the Service Provider, the City may in writing at any time after the execution of the Agreement or the commencement of the services to be provided under the Agreement delete, extend, increase, vary or otherwise amend the Circles Initiative forming the subject of the Agreement.

4.16 Conflict of Interest

The Service Provider shall ensure that the Circles Initiative are carried out without a conflict of interest by any person associated with the Circles Initiative in whatever capacity and the Service Provider shall disclose to the City without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

**5.0 REPRESENTATIONS AND WARRANTIES OF SERVICE PROVIDER:**

5.1 The Service Provider represents and warrants to the City (and acknowledges that the City is relying thereon) that:

- (a) the Service Provider is a corporation duly incorporated under the laws of Ontario and is in compliance with all requirements imposed by such laws;
- (b) the Service Provider has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations under this Agreement;

- (c) the execution and delivery of this Agreement and the consummation of the transactions contemplated under it have been duly authorized by all necessary corporate action on the part of the Service Provider;
- (d) this Agreement constitutes a valid and binding obligation of the Service Provider in accordance with the terms of this Agreement;
- (e) the Service Provider's facilities are suitable for providing Circles Initiative under this Agreement and otherwise are in compliance with all legislation affecting such matters, including but not limited to protection of privacy legislation;
- (f) the Service Provider shall employ only competent and orderly employees and volunteers which employees and volunteers shall be courteous to all members of the public using the Circles Initiative.

## **6.0 COMPLIANCE WITH LAWS:**

6.1 The Service Provider shall comply with (and shall ensure any subcontractor complies with) all applicable federal, provincial and municipal laws, regulations, by-laws, orders, codes and other requirements, including those of agencies, boards, commissions and utilities having jurisdiction and shall provide the City with evidence of such compliance from time to time. The Service Provider shall obtain and maintain at its sole cost all approvals, permits, licences, certificates and other permissions required in connection with the performance of any of its obligations under this Agreement.

## **7.0 INDEMNITY AND INSURANCE:**

### **7.1 Indemnification**

The Service Provider undertakes and agrees to defend and indemnify the City and hold the City harmless, at the Service Provider's sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that the City may sustain or incur by reason of:

- (a) any breach of this Agreement by any of the Service Provider, the Service Provider's employees, or persons for whom the Service Provider is at law responsible;
- (b) any loss or misuse of funds held by the Service Provider, the Service Provider's employees, or persons for whom the Service Provider is at law responsible, under of this Agreement;
- (c) the acts or omissions of the Service Provider, the Service Provider's employees, or any person for whom the Service Provider is at law responsible in performing Circles Initiative or otherwise carrying on Service Provider's business, including any damage to any and all persons or property, whether deliberate, accidental or through negligence, and all tickets, fines or penalties;
- (d) any claim or finding that any of the Service Provider, the Service Provider's employees, or persons for whom the Service Provider is at law responsible are employees of, or are in any employment relationship with, the City or are entitled to any Employment Benefits of any kind; or,
- (e) any liability on the part of the City, under the *Income Tax Act* (Canada) or any other statute (including, without limitation, any Employment Benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties, by virtue of any of the following being considered to be an employee of the City, from Service Provider; Service Provider's employees or others for whom Service Provider is at law responsible in connection with the performance of Services or otherwise in connection with Service Provider's business.

### **7.2 Insurance**

The Service Provider shall at its own expense obtain and maintain insurance until the termination of the contract. The City requires evidence of the indicated insurance coverage.

The indicated policies will not be cancelled or permitted to lapse unless the insurer notifies the City, in writing, at least thirty (30) days prior to the effective date of cancellation or expiry.

- (a) Comprehensive general liability insurance on an occurrence basis for an amount not less than two million (\$2,000,000.00) dollars and shall include the City as an additional insured with respect to the Service Provider's operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractor's protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses.
- (b) Automobile liability insurance for an amount not less than two million (\$2,000,000) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.
- (c) The Service Provider shall not commence work until such time satisfactory evidence of insurance has been filed with and approved by the City's Risk Management Division. The Service Provider shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date of the duration of the contract.
- (d) The City reserves the right to request such higher limits of insurance or other types of insurance as it may reasonably require from time to time; failure to procure and maintain said insurance shall constitute a default under this agreement.

7.3 Safety Policies and Procedures and Related Documentation

The Service Provider shall submit one (1) copy of each of their written health and safety policy and program where required under Section 25(2)(j) of the Occupational Health and Safety Act. Where not required under 25(4), the Service Provider is asked to provide procedures or a written description of safety practices applicable to the work to be performed under the contract.

7.4 Compliance with the Accessibility for Ontarians with Disabilities Act, 2005

The Service Provider shall ensure that all its employees, agents, volunteers, or others for whom the Service Provider is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended (the "Act"). The Service Provider shall ensure that such training includes, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. The Service Provider shall submit to the City, as required from time to time, documentation describing its customer service training policies, practices and procedures, and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents volunteers or others who received such training. The City reserves the right to require the Service Provider to amend its training policies to meet the requirements of the Act and the Regulation.

7.5 Police Vulnerable Sector Check

It is the responsibility of the Service Provider to obtain a Police Vulnerable Sector Check (PVSC) for all employees, volunteers and students who will be providing the Circles Initiative and ensure that they are kept current throughout the contract period. The Service Provider must make these documents available for review by the City upon request. The City will conduct random reviews (with advance notice) at the Service Provider's office to ensure that there is documentation showing compliance. Failure to provide the documentation when requested could result in cancellation of the contract.

7.6 Compliance with Accreditation

Service Provider must ensure compliance with regulatory bodies related to population served and or services delivered. Compliance with the Employment Sector Council's "One Client – Standards for Employment and Training Service Delivery Components" is mandatory for any organization providing employment services.



## 8.0 DEFAULT AND TERMINATION:

### 8.1 Termination Where Default

The following are considered defaults of the Agreement for which the City may terminate the Agreement:

- (a) If the Service Provider is in default in respect of any obligation provided for in this Agreement and such default, in the case of a default which is remediable, continues for **five (5) days** following notice thereof to the Service Provider (provided, however, that, if the nature of such default is such that it cannot be cured by a payment of money or cannot be cured within a period of five (5) days, the Service Provider shall have such additional time as may be reasonably necessary as long as the curing of such default is begun promptly and is prosecuted with due diligence to completion);
- (b) If any proceeding in bankruptcy, receivership, liquidation or insolvency is commenced against the Service Provider or its property, and the same is not dismissed within **thirty (30) days**;
- (c) If the Service Provider files a voluntary petition in bankruptcy or insolvency, makes any assignment for the benefit of its creditors, becomes insolvent, commits any act of bankruptcy, ceases to do business as a going concern, or seeks any arrangement or compromise with any or all of its creditors under any statute or otherwise, then the same shall constitute an event of default by the Service Provider under this Agreement;

and upon the happening of any of the aforesaid events, the City may upon notice to the Service Provider specifying the default terminate this Agreement immediately.

Such termination shall be without compensation, penalty or liability on the part of the City to the Service Provider and shall be without prejudice to any other legal or equitable right or remedy otherwise available to the City upon such default (including but not limited to damages suffered by the City in consequence of the same).

### 8.2 Termination Without Default

Despite any other provisions in this Agreement, the City or the Service Provider may, at any time and for any reason, terminate this Agreement, effective upon the giving of **sixty (60) days'** prior written notice to the other party. Such termination shall be without compensation, penalty or liability on the part of the terminating party, and shall be without prejudice to any legal or equitable right or remedy accrued or accruing to the terminating party arising from the performance of this Agreement.

## 9.0 NOTICE:

9.1 All notices required by this agreement shall be in writing and shall be delivered in person or by prepaid courier or mailed by certified or registered mail, return receipt requested, with postage prepaid.

9.2 Notice to the City shall be addressed to:

The City Clerk  
The Corporation of the City of London  
300 Dufferin Avenue, Box 5035  
London, ON N6A 4L9

9.3 Notice to the Service Provider shall be addressed to:

Attn: President & CEO  
Goodwill Industries, Ontario Great Lakes  
255 Horton St.  
London ON N6B 1L1

9.4 All notices so sent shall be deemed to have been received by the recipient on the date of delivery or on the second business day following the mailing thereof, whichever is applicable. For the purposes of notice, "business day" means every day except Saturdays, Sundays and statutory holidays in the Province of Ontario.

The above address of either the City or the Service Provider may be changed by giving the other party written notice of the new address.

9.5 If postal service is interrupted, or threatened to be interrupted, or is substantially delayed, any notice shall only be sent by facsimile transmission or delivered by courier.

## **10.0 GENERAL:**

### **10.1 Schedules Forming Part of Agreement**

(a) The parties understand and agree that the following Schedules "A", "B", "C", "D", "E", and "F" are attached to this Agreement are incorporated in and form part of this Agreement as if embodied in it and consist of:

- (i) Schedule "A" – Outline of Circles Initiative
- (ii) Schedule "B" – Circles Initiative - Services to be Provided
- (iii) Schedule "C" – Cost of Circles Initiative
- (iv) Schedule "D" – Outcomes Schedule
- (v) Schedule "E" – Accounting and Reporting Requirements;
- (vi) Schedule "F" – Municipal Freedom of Information and Protection of Privacy Act Provisions;

(b) Where there is any conflict between a provision in the body of this Agreement, and a provision in a Schedule attached to this Agreement, the provision in the body of the Agreement governs, except where the provision in the Schedule imposes upon the Service Provider a higher standard of performance or duty that is beneficial to the City. If there is a conflict between a provision in Schedule "A" and a provision in Schedule "D", the provision in Schedule "A" shall govern, except where the provision in Schedule "D" imposes upon the Service Provider a higher standard of performance or duty that is beneficial to the City. A conflict occurs whenever a provision in the body of the Agreement and a provision in a Schedule or a provision in one Schedule and a provision in another Schedule are inconsistent or incompatible and cannot be reconciled.

### **10.2 Further Acts**

The parties agree that each of them shall, upon reasonable request of the other, do or cause to be done all further lawful acts, deeds and assurances whatever for the better performance of the terms and conditions of this Agreement.

### **10.3 Partial Severability**

If any part of this Agreement is rendered invalid or illegal, the remainder of the agreement continues to apply.

### **10.4 Headings**

The headings in this agreement are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions of this Agreement.

### **10.5 Entire Agreement**

This agreement constitutes the entire agreement between the parties pertaining to the subject-matter hereof and supersedes all prior agreements, arrangements (interim or otherwise), letters of intent, understandings, negotiations and discussions, whether oral or written, of the parties pertaining to such subject-matter. There are no promises, guarantees, statements, claims, warranties, representations or other agreements between the parties with respect to the subject-matter hereof except those specifically set out herein. The execution of this Agreement has not been induced by, nor do any of the parties rely upon or regard as material, any representations not included in this Agreement.

### **10.6 Amendments**

No subsequent alteration, amendment, change or addition to this Agreement shall be binding on the City or the Service Provider unless in writing signed by each of them.

### **10.7 Assignment**

Neither this Agreement nor any part thereof or interest therein may be assigned, subcontracted or otherwise transferred by the Service Provider without the prior written consent of the City, which consent may be withheld. Such written consent shall be within the sole and unfettered discretion of the City and may include such terms and conditions as the City considers appropriate, but shall not, under any circumstances, relieve the Service Provider of its liabilities and obligations under this Agreement.

- 10.8 Enurement  
This agreement shall enure to the benefit of and be binding on the parties and their respective heirs, executors, successors and assigns.
- 10.9 Governing Law  
This Agreement shall be governed and interpreted in accordance with the laws of Ontario and Canada applicable to this agreement, and shall be treated in all respects as an Ontario contract. The Service Provider and the City specifically submit to the exclusive jurisdiction of the courts of Ontario and Canada.
- 10.10 Joint and Several Obligations  
The duties, obligations, liabilities and responsibilities of the Service Provider and any subcontractor under this agreement shall be both joint and several.
- 10.11 Execution  
The Service Provider acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions. Further the Service Provider agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreement, oral or written, and all other communications between the parties relating to the subject-matter of this Agreement.
- 10.12 Waiver  
A waiver of any failure to comply with any term of this Agreement must be written and signed by the party providing the waiver. Each waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.
- 10.13 Circumstances Beyond the Control of Either Party  
Neither party shall be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the parties including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against.
- 10.14 Survival  
The provisions relating to liability, indemnity, **Schedule "E"** requirements and Return of Funds to City shall survive termination or expiry of this Agreement for a period of seven (7) years from the date of termination of this Agreement.

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

**SIGNED, SEALED AND DELIVERED**

**THE CORPORATION OF THE CITY OF LONDON**

\_\_\_\_\_  
Ed Holder, Mayor

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

**GOODWILL INDUSTRIES, ONTARIO GREAT LAKES**

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

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

I/We have authority to bind the Corporation.

## **SCHEDULE “A”**

### **Outline of Circles Initiative**

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

The initiative is delivered through a partnership between Goodwill Industries, Ontario Great Lakes and City of London Social Services. A twelve (12) member community based “Guiding Coalition” provides leadership and guidance to the initiative. The Guiding Coalition includes representation from employment sector leaders, Fanshawe College, King’s University College, United Way London Elgin Middlesex, London’s Child and Youth Network, business, faith based organizations and service clubs and includes persons with lived experience.

There are three program components to the initiative:

- Bridges Out of Poverty / Rethink Poverty workshops to grow community awareness and understanding of poverty and motivate Londoners to take action,
- Getting Ahead or Circle Leader workshops for individuals living in poverty to assess their personal situation, set goals, and take action, and
- The Circles program where engaged Londoners meet individuals living in poverty and together, work to transition to economic self-sufficiency and create community change.

#### **Definitions:**

“**Circle Leader**” is a Participant involved in a Circles group and who is transitioning out of poverty;

“**Circle Allies**” are community volunteers in a Circles group who are not living in poverty and are assisting Circle Leaders to meet their goals;

“**Circle Coach**” is a member of a staff team who coaches Circle Leaders to achieve their goals including obtaining and retaining sustainable employment. Coaches also assist the Circles Program Coordinator in the operations of one of the four Circles groups including organizing volunteers, speakers, discussion topics, meals, and child minding.

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

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

#### **Components of the Initiative:**

##### **Bridges Out of Poverty / Rethink Poverty Workshops**

The two workshops “Bridges Out of Poverty” and the locally developed “Rethink Poverty” are focussed on educating our community and have been designed as a comprehensive approach to assist participants in understanding the dynamics that cause and maintain poverty from the individual to the systemic level. Using local examples, facts and examples, the reality of poverty in London is explored in an interactive and engaging way. Full-day workshops are held regularly for any Londoner to attend as well as tailored workshops for specific audiences and timeframes for groups such as schools, service clubs, and faith organizations. Individuals with lived experience are engaged from the Circles Initiative to participate and to share their personal experiences and insights. These workshops have reached many different sectors from health, education, justice and as well as community members who would like to volunteer.

“Bridges Out of Poverty” uses the lens of economic class and provides concrete tools and strategies for a community to prevent, reduce and alleviate poverty.

### **Getting Ahead Workshops**

Getting Ahead is an intensive, group based, fee for service program offered by Goodwill Industries, Ontario Great Lakes that individuals in poverty and on Ontario Works assistance complete prior to joining a Circle. Individuals are referred to Getting Ahead by their Ontario Works Caseworker.

Program participants work together over 12 weeks to explore their own unique backgrounds and situations, begin to visualize their “future story” and set initial goals to work towards. The goal of Getting Ahead is to increase participant’s self-esteem and motivation to move forward in their career. Graduates of Getting Ahead are then eligible for the Circles Program.

### **Circles Program**

The goal of Circles is economic self-sufficiency for participants looking to move forward into prosperity and off Ontario Works. Participation is voluntary.

The initiative achieves this goal by growing intentional relationships between people struggling with barriers of poverty and are currently receiving Ontario Works assistance (Circle Leaders) and those who are further along in their career, are employed or retired, and are not in poverty (Circle Allies). These relationships create opportunities for Circle Leaders to increase motivation and self-confidence, to stabilize and plan ahead, to build a network of social relationships and to find opportunities for employment or to return to school and training. Allies learn about the impacts of poverty in London and, together with Circle Leaders, help identify systemic challenges and solutions.

Weekly Circle meetings begin with sharing a meal. Members, including their children, gather as a group to talk and discuss their lives and experiences. Community speakers are brought in to inform, share resources and opportunities or lead activities. Each month a special meeting takes place where Circle Leaders and Allies explore and share insights into systemic barriers and challenges that make it difficult for individuals to move out of poverty.

City of London Social Services and Goodwill Industries Ontario Great Lakes staff are “Circle Coaches” who guide and support Circle Leaders to meet their individual goals with the assistance of an Ally who is matched with them. Circle Leaders and Allies meet at both the weekly meeting and one time per month on their own.

The “Circles” model is a transformational approach to ending poverty one family at a time. It is based on mentoring, befriending relationships that form between Circle Allies and Circle Leaders. All are empowered through training to break down prejudice and allow relationships to form across class lines to support each other in ending the poverty journey.

This network-building approach provides strong support for Circle Leaders to address their barriers and keep the Circle Leaders moving to employment and out of poverty. Through the work of influential leaders and community champions, “Circles” also identifies poverty issues and needs to create systemic change.

These 3 distinct activities build awareness of poverty, address systemic issues and provide direct supports to individuals to assist in moving out of poverty and towards greater independence.

The Circles Initiative is designed to:

- Transition individuals and families out of poverty
- Address systemic barriers that make it difficult for people to move out of poverty
- Increase Ontario Works employment outcomes
- As possible, reduce reliance on social assistance, which could result in an overall reduction in service costs; and
- Increase community awareness of poverty and increase community engagement by providing opportunity to prevent, reduce and alleviate poverty.

## **SCHEDULE "B"**

### **Circles Initiative - Services to be Provided**

- (1) Bridges Out of Poverty / Rethink Poverty Workshops
- (2) Getting Ahead Workshops
- (3) Circles Program

## **SCHEDULE "C"**

### **Cost of Circles Initiative**

In consideration of the Services provided, the City will pay to the Service Provider an annual sum as follows:

January 1 to December 31: \$248,000

as compensation in full for the Circles Initiative Services provided by the Service Provider. The said annual sum shall be remitted to the Service Provider in advance in four equal quarterly payments of \$62,000 per quarter. Any applicable taxes (including HST) shall be deemed to have been included within the said sum and shall not be an additional charge.

Any monies so paid shall be utilized by the Service Provider only in accordance with this Agreement.

In the event the Service Provider does not achieve its target levels, or does not spend monies advanced by the City for the approved Services, the Service Provider shall refund such amounts as may be determined by the City from time to time, and the City may withhold any payment due until the Service Provider has remedied its failure.

The City reserves the right to demand interest on any amount owing by the Service Provider at the then current rate charged by the Province of Ontario on accounts receivable.

The Service Provider acknowledges and agrees that in the event that funding for this Agreement is reduced for any reason, or pertinent Legislation or Regulations in effect from time to time should be materially amended so as to require an amendment to this Agreement, that the City will forward its proposed amendments to the Service Provider and the Service Provider may accept the amendments or treat the Agreement as at an end. With the written consent of the Service Provider, the City may in writing at any time after the execution of the Agreement or the commencement of the Services to be provided under the Agreement delete, extend, increase, vary or otherwise amend the Services forming the subject of the Agreement.

## **SCHEDULE “D”**

### **Outcomes Schedule**

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

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

The following outcomes are expected:

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

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

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

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

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

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

The Service Provider shall contract for Circles with Circles Canada and shall adhere to and meet all Circles Canada contract terms and guidelines.



## **SCHEDULE "E"**

### **Accounting and Reporting Requirements**

In fulfillment of its obligations under the Agreement for Circles Initiative, the Service Provider:

- a) shall conduct itself in accordance with all applicable laws;
- b) shall keep and maintain all financial records, invoices and other financially-related documents relating to the funds for the F in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records and keep them available for review by the City for a period of seven (7) years from the date of the expiry or termination of this Agreement;
- c) shall maintain all non-financial documents and records relating to the funds for Circles Initiative, including any records relating to personal information, in a confidential manner consistent with all applicable law; and
- d) hereby authorizes the City, upon twenty-four (24) hours' notice and during normal business hours, to enter upon the Service Provider's premises to review the status and manner of operation of the Circles Initiative and to inspect an copy any financial records, invoices and other financially-related documents, and subject to consent by the person it serves, non-financial records and documents, in the possession or under the control of the Service Provider which relate to the funds for Circles Initiative.

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

The Service Provider shall prepare and submit to the City:

- Annual report summarizing the years activities and quarterly statistics including the number of individuals assisted. The annual report is to include a financial report on the use of the funds for the calendar year (or such lesser time period as the City in its sole discretion determines) on its use of the funds for the Employment Assistance Services under this Agreement to the City within twelve (12) months (or such lesser time period as the City in its sole discretion determines) after the commencement of this Agreement, that is based on the first twelve (12) month (or such lesser time period as the City in its sole discretion determines) period of operation and every year thereafter.
- Quarterly statistical reports which provide a quick outline of outcomes including participation levels, trainings to date, Circle Leader profiles and program outcomes.
- Annual Budget outlining projected revenues, donations (including in-kind) as well as expenses relating to the Circles Initiative.
- Updates and additional reports as requested.

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

## SCHEDULE "F"

### Municipal Freedom of Information and Protection of Privacy Act Provisions

1. In this Schedule:
  - (a) "City Records" means General Records and Personal Records under the custody or in the control of the Corporation of the City of London that are:
    - (i) provided by the City to the Service Provider in relation to this Agreement;
    - (ii) collected from clients by the Service Provider in relation to this Agreement; or
    - (iii) derived by the Service Provider from General Records and Personal Records provided under this Agreement;
  - (b) "Service Provider Information" means General Records and Personal Records, except City Records provided by the Service Provider to the City in relation to this Agreement;
  - (c) "General Records" means recorded information that is not Personal Information as defined by the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, s.2(1).
  - (d) "Personal Information" (as defined by the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, s.2(1)), means recorded information about an identifiable individual, including,
    - (i) information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation or marital or family status of the individual,
    - (ii) information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved,
    - (iii) any identifying number, symbol or other particular assigned to the individual,
    - (iv) the address, telephone number, fingerprints or blood type of the individual,
    - (v) the personal opinions or views of the individual except if they relate to another individual,
    - (vi) correspondence sent to an institution by the individual that is implicitly or explicitly of a private or confidential nature, and replies to that correspondence that would reveal the contents of the original correspondence,
    - (vii) the views or opinions of another individual about the individual, and
    - (viii) the individual's name if it appears with other personal information relating to the individual or where the disclosure of the name would reveal other personal information about the individual.

Any information shared with the Service Provider by the City will be governed, where applicable, by the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA), *Personal Information Protection and Electronic Documents Act* (PIPEDA) and *Personal Health Information Protection Act* (PHIPA), in respect of personal information that it collects, uses or discloses in the course of its activities.

2. All records collected, maintained, provided, or derived by the Service Provider in relation to this Agreement shall remain the sole property of the City and any part of it or all of it shall be given by the Service Provider to the City within 5 business days of:
  - (a) the City's written request; or
  - (b) the termination or expiry of this Agreement.

For the purposes of this section, "business day" means every day except Saturdays, Sundays and statutory holidays in the Province of Ontario.

3. In accordance with this Agreement, the Service Provider shall, when collecting Personal Information directly from clients or indirectly from the City:
  - (a) limit its collection of the information to that which is necessary for it to comply with this Agreement;
  - (b) make its best efforts to collect the information directly from the individual to whom the information relates by fair and lawful means; and
  - (c) identify the purpose for which the information is collected to the individual at or before the time of collection.
4. The Service Provider shall retain all Personal Information in a manner that protects its security and confidentiality.

5. The Service Provider shall not use Personal Information for purposes other than that for which it was collected, except:
  - (a) with the consent of the individual; or
  - (b) for law enforcement purposes and in accordance with this Agreement and the Municipal Freedom of Information and Protection of Privacy Act,
6. In accordance with this Agreement, the Service Provider shall not disclose City Information, specifically Personal Information, without the prior approval in writing of the Corporation of the City of London, except:
  - (a) if the person to whom the information relates has identified that information in particular and consented to its disclosure;
  - (b) for the purpose for which it was obtained or compiled or for a consistent purpose;
  - (c) for the purpose of complying with an Act of the Legislature or an Act of Parliament, an agreement or arrangement under such an Act or a treaty;
  - (d) to a law enforcement agency in a foreign country under an arrangement, a written agreement or treaty or legislative authority, or
  - (e) to another law enforcement agency in Canada;
  - (f) if disclosure is to an institution or a law enforcement agency in Canada to aid an investigation undertaken with a view to a law enforcement proceeding or from which a law enforcement proceeding is likely to result;
  - (g) in compelling circumstances affecting the health or safety of an individual if upon disclosure notification is mailed to the last known address of the individual to whom the information relates;
  - (h) in compassionate circumstances, to facilitate contact with the spouse, a close relative or a friend of an individual who is injured, ill or deceased.
7. The Service Provider shall not destroy any City Records without the prior approval of and consent from the City.
8. Subject to all applicable legislation, including the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, the City may disclose:
  - (a) any part of or all Service Provider Information; or
  - (b) any part or all of this Agreement.
9. The Service Provider represents, warrants, and confirms, and shall continue to ensure that:
  - (a) it will provide the City with quick, detailed information in the event of a personal or confidential breach or security incident at all times and adhere to all regulations and provincial laws;
  - (b) the security and integrity of all personal information and records in its possession are complied with;
  - (c) Personal Information and records are kept in a physically secure and separate location, safe from loss, alteration, destruction and intermingling with other records and databases. The Service Provider shall implement, use, and maintain the most appropriate products, tools, measures and procedures to do so.