

Bill No. 99
2020

By-law No. A.-_____ - ____

A by-law to approve the Ontario Labour Market Partnership Agreement – Market Research - “Increased Labour Market Participation in the London Economic Region” between Her Majesty the Queen in Right of Ontario as represented by the Minister of Labour, Training and Skills Development and The Corporation of the City of London.

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 Ontario Labour Market Partnership (OLMP) Agreement for the delivery of market research “Increased Labour Market Participation in the London Economic Region” between Her Majesty the Queen in Right of Ontario as represented by the Minister of Labour, Training and Skills Development and The Corporation of the City of London, substantially in the form attached as Schedule 1 to this by-law, is authorized and approved.
2. The Mayor and City Clerk are authorized to execute the Ontario Labour Market Partnership (OLMP) – Market Research Funding Agreement approved in section 1, above.
3. The Managing Director, Housing, Social Services and Dearness Home is delegated the authority to approve any further Amendments to the Ontario Labour Market Partnership (OLMP) - Market Research Agreement if the Amendments are substantially in the form of the Agreement approved in section 1, above.
4. The Managing Director Housing, Social Services and Dearness Home, or written designate, are authorized to execute any Amendments to the Ontario Labour Market Partnership (OLMP) – Market Research Agreement approved in section 1, above.
5. The Managing Director, Housing, Social Services and Dearness Home, or written designate, is delegated the authority to undertake all the administrative, financial and reporting acts, including signing authority regarding: application forms for funding, budgets, cash flows, other financial reporting including financial claims, and directions, consents and other authorizations as may be required, provided that the monetary amounts do not exceed the maximum amount of the Ministry of Labour, Training and

Skills Development's contribution specified in the Agreement that are necessary in connection with the Ontario Labour Market Partnership –Market Research Agreement approved in section 1, above.

6. 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

**ONTARIO TRANSFER PAYMENT AGREEMENT
ONTARIO LABOUR MARKET PARTNERSHIPS (OLMP)**

THE AGREEMENT, effective as of the 9th day of March, 2020 (the “**Effective Date**”)

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Labour, Training and Skills
Development**

(the “Province”)

- and -

THE CORPORATION OF THE CITY OF LONDON

(the “Recipient”)

BACKGROUND

The Recipient intends to carry out the Project.

The Province wishes to provide Funds to the Recipient for the Project.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Province and the Recipient (the “**Parties**”) agree as follows:

ENTIRE AGREEMENT

This agreement (the “**Agreement**”), including:

Schedule “A” -	General Terms and Conditions
Schedule “B” -	Project Specific Information and Additional Provisions
Schedule “C” -	Project Description and Timelines
Schedule “D” -	Budget
Schedule “E” -	Payment Plan
Schedule “F” -	Reporting
Schedule “G” -	Performance Commitments
Schedule “H” -	Audit and Accountability Requirements
Schedule “I” -	Project Plan; and any amending agreement entered into as provided for below,

constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

COUNTERPARTS

The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

AMENDING THE AGREEMENT

The Agreement may only be amended by a written agreement duly executed by the Parties.

ACKNOWLEDGEMENT

The Recipient:

- a. acknowledges that it has read and understands the provisions contained in the entire Agreement; and
- b. agrees to be bound by the terms and conditions contained in the entire Agreement.

IN WITNESS WHEREOF, the Parties have executed the Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Labour, Training and Skills Development

by:

Date

Name: Heather Cross

Title: A/Director, Western Region

Authorized Signing Officer

THE CORPORATION OF THE CITY OF LONDON

by:

Date

Name: Ed Holder

Title: Mayor

by:

Date

Name: Catharine Saunders

Title: City Clerk

I/We have authority to bind the Recipient.

SCHEDULE "A"

GENERAL TERMS AND CONDITIONS

1.0 INTERPRETATION AND DEFINITIONS

1.1 Interpretation. For the purposes of interpretation:

- a. words in the singular include the plural and vice-versa;
- b. words in one gender include all genders;
- c. the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- d. any reference to dollars or currency will be in Canadian dollars and currency; and
- e. "include", "includes" and "including" denote that the subsequent list is not exhaustive.

1.2 Definitions. In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions referred to in section 9.1 and as specified in Schedule "B".

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

"Budget" means the budget attached to the Agreement as Schedule "D".

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Event of Default" has the meaning ascribed to it in section 15.1.

"Expiration Date" means the date on which this Agreement will expire and is the date set out in Schedule "B".

"Funding Year" means:

- a. in the case of the first Funding Year, the period commencing on the Effective

Date and ending on the following March 31; and

- b. in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

“Maximum Funds” means the maximum amount the Province will provide the Recipient under the Agreement as set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “C”.

“PSSDA” means the *Public Sector Salary Disclosure Act, 1996* (Ontario).

“Reports” means the reports described in Schedule “F”.

“Timelines” means the Project schedule set out in Schedule “C”.

2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 General. The Recipient represents, warrants and covenants that:

- a. it is, and will continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- b. it has, and will continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project;
- c. it is in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any

aspect of the Project, the Funds or both; and

- d. unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete for the term of the Agreement.

2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

- a. the full power and authority to enter into the Agreement; and
- b. taken all necessary actions to authorize the execution of the Agreement.

2.3 **Governance.** The Recipient represents, warrants and covenants that it has, and will maintain, in writing for the period during which the Agreement is in effect:

- a. a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- b. procedures to ensure the ongoing effective functioning of the Recipient;
- c. decision-making mechanisms for the Recipient;
- d. procedures to enable the Recipient to manage Funds prudently and effectively;
- e. procedures to enable the Recipient to complete the Project successfully;
- f. procedures to enable the Recipient, in a timely manner, to identify risks to the completion of the Project, and strategies to address the identified risks;
- g. procedures to enable the preparation and delivery of all Reports required pursuant to Article 7.0; and
- h. procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

2.4 **Supporting Documentation.** Upon request, the Recipient will provide the Province with proof of the matters referred to in this Article 2.0.

3.0 TERM OF THE AGREEMENT

3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date unless terminated earlier pursuant to Article 13.0, Article 14.0 or Article 15.0.

4.0 FUNDS AND CARRYING OUT THE PROJECT

4.1 **Funds Provided.** The Province will:

- a. provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- b. provide the Funds to the Recipient in accordance with the Payment Plan attached to the Agreement as Schedule "E"; and
- c. deposit the Funds into an account designated by the Recipient provided that the account:
 - i. resides at a Canadian financial institution; and
 - ii. is in the name of the Recipient.

4.2 **Limitation on Payment of Funds.** Despite section 4.1:

- a. the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section 12.2;
- b. the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- c. the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to section 7.1; and
- d. if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - i. reduce the amount of Funds and, in consultation with the Recipient, change the Project; or

ii. terminate the Agreement pursuant to section 14.1.

- 4.3 **Use of Funds and Project.** The Recipient will:
- a. carry out the Project in accordance with the terms and conditions of the Agreement;
 - b. use the Funds only for the purpose of carrying out the Project;
 - c. spend the Funds only in accordance with the Budget; and
 - d. not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, including other ministries, agencies and organizations of the Government of Ontario.
- 4.4 **Province's Role Limited to Providing Funds.** For greater clarity, the Province's role under the Agreement is limited to providing Funds to the Recipient for the purposes of the Project and the Province is not responsible for carrying out the Project.
- 4.5 **No Changes.** The Recipient will not make any changes to the Project, the Timelines, or the Budget without the prior written consent of the Province.
- 4.6 **Interest Bearing Account.** If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.
- 4.7 **Interest.** If the Recipient earns any interest on the Funds, the Province may:
- a. deduct an amount equal to the interest from any further instalments of Funds; or
 - b. demand from the Recipient the repayment of an amount equal to the interest.
- 4.8 **Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds.
- 4.9 **Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.
- 4.10 **Funding, Not Procurement.** For greater clarity, the Recipient acknowledges that:
- a. it is receiving funding from the Province for the Project and is not providing goods or services to the Province; and

- b. the funding the Province is providing under the Agreement is funding for the purposes of the PSSDA.

5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- a. do so through a process that promotes the best value for money; and
- b. comply with the BPSAA, including any procurement directive issued thereunder, to the extent applicable.

5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

6.0 CONFLICT OF INTEREST

6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.

6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:

- a. the Recipient; or
- b. any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project, the use of the Funds, or both.

6.3 **Disclosure to Province.** The Recipient will:

- a. disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
- b. comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

7.0 REPORTING, ACCOUNTING AND REVIEW

7.1 Preparation and Submission. The Recipient will:

- a. submit to the Province at the address referred to in section 19.1, all Reports in accordance with the timelines and content requirements set out in Schedule "F", or in a form as specified by the Province from time to time;
- b. submit to the Province at the address referred to in section 19.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- c. ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- d. ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

7.2 Record Maintenance. The Recipient will keep and maintain:

- a. all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- b. all non-financial documents and records relating to the Funds or otherwise to the Project.

7.3 Inspection. The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:

- a. inspect and copy the records and documents referred to in section 7.2;
- b. remove any copies made pursuant to section 7.3a. from the Recipient's premises; and
- c. conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

7.4 Disclosure. To assist in respect of the rights set out in section 7.3, the Recipient will disclose any information requested by the Province, its authorized representatives or

an independent auditor identified by the Province, and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

7.6 **Auditor General.** For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

8.0 COMMUNICATIONS REQUIREMENTS

8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province in a form and manner as directed by the Province.

8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

9.0 FURTHER CONDITIONS

9.1 **Additional Provisions.** The Recipient will comply with any Additional Provisions. In the event of a conflict or inconsistency between any of the requirements of the Additional Provisions and any requirements of this Schedule "A", the Additional Provisions will prevail.

10.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

10.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

11.0 INDEMNITY

11.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and

expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.

- 11.2 **Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.
- 11.3 **Province's Election.** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of Province under the Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.
- 11.4 **Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- 11.5 **Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations.

12.0 INSURANCE

- 12.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and will maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per occurrence. The policy will include the following:
- a. the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
 - b. a cross-liability clause;
 - c. contractual liability coverage; and

- d. a 30 day written notice of cancellation.

12.2 **Proof of Insurance.** The Recipient will provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 12.1. Upon the request of the Province, the Recipient will make available to the Province a copy of each insurance policy.

13.0 TERMINATION ON NOTICE

13.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty or costs upon giving at least 30 days' Notice to the Recipient.

13.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section 13.1, the Province may take one or more of the following actions:

- a. cancel all further instalments of Funds;
- b. demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- c. determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - i. permit the Recipient to offset such costs against the amount owing pursuant to section 13.2b.; and
 - ii. subject to section 4.8, provide Funds to the Recipient to cover such costs.

14.0 TERMINATION WHERE NO APPROPRIATION

14.1 **Termination Where No Appropriation.** If, as provided for in section 4.2d., the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

14.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section 14.1, the Province may take one or more of the following actions:

- a. cancel all further instalments of Funds;
- b. demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- c. determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 14.2b.

14.3 **No Additional Funds.** For greater clarity, if the costs determined pursuant to section 14.2c. exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

15.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

15.1 **Events of Default.** Each of the following events will constitute an Event of Default:

- a. in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - i. carry out the Project;
 - ii. use or spend Funds; or
 - iii. provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1b.;
- b. the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- c. the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- d. the Recipient ceases to operate.

15.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- a. initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- b. provide the Recipient with an opportunity to remedy the Event of Default;
- c. suspend the payment of Funds for such period as the Province determines appropriate;
- d. reduce the amount of the Funds;
- e. cancel all further instalments of Funds;
- f. demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- g. demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- h. demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and
- i. terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

15.3 **Opportunity to Remedy.** If, in accordance with section 15.2b., the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- a. the particulars of the Event of Default; and
- b. the Notice Period.

15.4 **Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 15.2b., and:

- a. the Recipient does not remedy the Event of Default within the Notice Period;
- b. it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- c. the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 15.2a., c., d., e., f., g., h. and i.

15.5 **When Termination Effective.** Termination under this Article will take effect as set out in the Notice.

16.0 FUNDS AT THE END OF A FUNDING YEAR

16.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 15.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- a. demand the return of the unspent Funds; and
- b. adjust the amount of any further instalments of Funds accordingly.

17.0 FUNDS UPON EXPIRY

17.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

18.0 REPAYMENT

18.1 **Repayment of Overpayment.** If at any time during the term of the Agreement the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- a. deduct an amount equal to the excess Funds from any further instalments of Funds; or
- b. demand that the Recipient pay an amount equal to the excess Funds to the Province.

18.2 **Debt Due.** If, pursuant to the Agreement:

- a. the Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
- b. the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay or return the amount to the

Province immediately, unless the Province directs otherwise.

- 18.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 18.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address referred to in section 19.1.
- 18.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

19.0 NOTICE

- 19.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as set out in Schedule "B", or as either Party later designates to the other by Notice.
- 19.2 **Notice Given.** Notice will be deemed to have been given:
- a. in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
 - b. in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.
- 19.3 **Postal Disruption.** Despite section 19.2a., in the event of a postal disruption:
- a. Notice by postage-prepaid mail will not be deemed to be received; and
 - b. the Party giving Notice will provide Notice by email, personal delivery or by fax.

20.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

- 20.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

21.0 SEVERABILITY OF PROVISIONS

- 21.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

22.0 WAIVER

- 22.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 19.0. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

23.0 INDEPENDENT PARTIES

- 23.1 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

24.0 ASSIGNMENT OF AGREEMENT OR FUNDS

- 24.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement.
- 24.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

25.0 GOVERNING LAW

- 25.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

26.0 FURTHER ASSURANCES

- 26.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

27.0 JOINT AND SEVERAL LIABILITY

- 27.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

28.0 RIGHTS AND REMEDIES CUMULATIVE

- 28.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

29.0 ACKNOWLEDGEMENT OF OTHER LEGISLATION AND DIRECTIVES

- 29.1 **Recipient Acknowledges.** The Recipient:
- a. acknowledges that by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the BPSAA, the PSSDA, and the *Auditor General Act* (Ontario);
 - b. acknowledges that Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the BPSAA; and
 - c. will comply with any such legislation, including directives issued thereunder, to the extent applicable.

30.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

30.1 Other Agreements. If the Recipient:

- a. has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies;
- b. has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- c. has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- d. such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

31.0 SURVIVAL

- 31.1 Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 and any other applicable definitions, section 4.2d., 4.7, section 5.2, section 7.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), sections 7.2, 7.3, 7.4, 7.5, 7.6, Article 8.0, Article 11.0, section 13.2, sections 14.2 and 14.3, sections 15.1, 15.2d., e., f., g. and h., Article 17.0, Article 18.0, Article 19.0, Article 21.0, section 24.2, Article 25.0, Article 27.0, Article 28.0, Article 29.0, Article 30.0, and Article 31.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"

PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$ 123,689
Expiration Date	December 4, 2020
Amount for the purposes of section 5.2 of Schedule "A"	\$1,000
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	<p>Name: Ministry of Labour, Training and Skills Development</p> <p>Address: 72-1200 Commissioners Road East, London, ON N5Z 4R3</p> <p>Attention: Heather Cross, A/Director, Western Region</p> <p>Fax: 519-438-4671</p> <p>Email: MTCUWesternRegion@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Name: The Corporation of the City of London</p> <p>Address: 300 Dufferin Avenue, London, ON N6A 4L9</p> <p>Attention: Catharine Saunders, City Clerk</p> <p>Fax: 519-661-4892</p> <p>Email: csaunder@london.ca</p>

Additional Provisions:

1. Amendment to Definitions

The definition of "Indemnified Parties" in Article 1.2 is deleted and replaced with:

"Indemnified Parties" means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, employees and authorized subcontractors.

2. Further Definitions

The following definitions also apply to this Agreement:

“Eligible Activities” means the activities described in Schedule “C”.

“EOPG” means the [Employment Ontario Partners' Gateway](#), a provincially maintained website which provides support to service providers delivering Employment Ontario programs and services as part of the Employment Ontario network.

“FIPPA” means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F. 31, as amended.

“Guidelines” means the Ontario Labour Market Partnerships Guidelines which may be amended from time to time at the sole discretion of the Province. The Guidelines are available on the EOPG.

“OLMP” means Ontario Labour Market Partnerships.

“Partners” means active participants in the Project, other than the Recipient, who will contribute financial and/or in-kind resources.

“Project Plan” means the project plan submitted by the Recipient and approved by the Province that is attached to the Agreement as Schedule “I”.

3. Additions to Article 2.0

The following provisions are added to Article 2.1:

- e. it has provided, and will continue to provide for the term of the Agreement, training to any person involved in carrying out the Project on the relevant responsibilities of the Recipient set out in the Agreement; and
- f. it has taken, and will continue to take for the term of the Agreement, all reasonable actions to minimize and reduce the costs related to the Project that may be incurred as a result of the expiry or termination of the Agreement including negotiating all contracts related to the Project, such as employment contracts, on terms that will enable the Recipient to cancel them upon terms and conditions that will minimize their cancellation costs in the event of the expiry or termination of the Agreement.

4. Addition to Article 7.0

The following provision is added to Article 7.0:

7.7 Records Transfer. At any time after the expiry of the Agreement or the termination of the Agreement pursuant to Article 13.0, Article 14.0 or Article 15.0, the Province may demand the transfer of any records referred to in section 7.2 to another organization identified by the Province in order to facilitate the successful continuation or completion of the Project, or a similar project, including the continuation or completion of services to individuals.

5. Amendment and Addition to Article 8.0

Article 8.2 is deleted and replaced with:

8.2 Publication. The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province, and shall include a statement that "The Government of Ontario and its agencies are in no way bound by the recommendations contained in this document."

The following provision is added to Article 8.0:

8.3 Visual Identity and Communications. The Recipient will comply with the Visual Identity and Communications Guidelines for Employment Ontario Services, available on the EOPG, and which may be amended from time to time at the sole discretion of the Province.

6. Additions to Article 10.0

The following provisions are added to Article 10.0:

10.2 Idem. The Recipient acknowledges that the Province is bound by FIPPA and undertakes to perform its obligations under the Agreement in a manner that ensures that the Province is not in breach of its obligations under FIPPA.

10.3 Protection of Privacy. The Recipient represents and warrants that it will protect privacy in accordance with applicable privacy legislation or pursuant to its own privacy policy that is consistent with the Canadian Standards Association Code for the Protection of Personal Information and that is publicly available. Without limitation, the Recipient will:

- a. designate an experienced official who will be responsible for ensuring the

Recipient's compliance with its privacy policy and the privacy protection provisions of the Agreement;

- b. implement appropriate privacy protection training of employees, contractors and authorized subcontractors who have access to personal information to carry out the Project;
- c. only collect, use and disclose personal information if necessary to carry out the Project and comply with its obligations under the Agreement;
- d. at the earliest opportunity, obtain and retain the consent of any individual to the collection, use and disclosure of personal information by the Recipient in carrying out the Project and complying with its obligations under the Agreement in compliance with applicable privacy legislation, and the Recipient's privacy policy;
- e. not use personal information that was collected for use in carrying out the Project for any other purpose without the informed and voluntary written consent of the affected individual;
- f. limit access to personal information to employees, contractors and authorized subcontractors who need the personal information to carry out the Project and ensure the Recipient's compliance with its obligations under the Agreement;
- g. before disclosing personal information to employees, contractors and authorized sub-contractors, enter into an agreement with them requiring them to be bound by the Recipient's privacy policy and the privacy protection provisions of the Agreement;
- h. ensure the security and integrity of any personal information collected by implementing, using and maintaining the most appropriate products, tools, measures and procedures to prevent the unauthorized or inadvertent collection, use, disclosure, loss, alteration or destruction;
- i. provide individuals with access to their own personal information in accordance with applicable privacy legislation, and the Recipient's protection of privacy policy;
- j. ensure the secure and irreversible destruction of records containing personal information when they are no longer needed to carry out the Project or to comply with the Recipient's obligations under the Agreement;
- k. notify the Province as soon as the Recipient becomes aware of a potential or actual breach of any of the privacy policy and the privacy protection provisions of the Agreement;

- l. co-operate with the Province and its contractors and auditors in any audit of or investigation into a breach of the privacy policy and the privacy protection provisions of the Agreement; and
- m. implement, use and maintain other specific privacy or security measures that in the reasonable opinion of the Province would improve the adequacy and effectiveness of the Recipient's measures to ensure the privacy and security of the records collected, created, used and disclosed in carrying out the Project and compliance with the obligations under the Agreement.

7. Amendment to Article 12.0

Article 12.1 is deleted and replaced with:

12.1 Recipient's Insurance. The Recipient represents and warrants that it has, and will maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, or if the Recipient is a school board, with the Ontario School Boards' Insurance Exchange, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy will include the following:

- a. the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- b. a cross-liability clause;
- c. contractual liability coverage; and
- d. a 30 day written notice of cancellation, termination or material change.

SCHEDULE "C"

PROJECT DESCRIPTION AND TIMELINES

The Project will be delivered for the period of March 9, 2020 to December 4, 2020.

1. AGREEMENT AND GUIDELINES

The Guidelines are designed as a resource to assist the Recipient in carrying out, administering and managing the Project. The Agreement prevails over the Guidelines.

2. Background

The OLMP program provides financial assistance to local communities, sector groups, employee/employer associations, and employers in developing and implementing strategies for projects that address and respond to local economic (employment) development, labour force adjustments and human resource planning.

3. Objectives

The objectives of the OLMP program are to:

- a. Promote the creation of broad industry/community partnerships necessary to address labour market issues;
- b. Assist local communities with the development of innovative strategies to prepare for future skills requirements and prevent skills shortages within new and emerging industries and organizations;
- c. Plan for effective utilization of local human resources; and
- d. Develop and promote labour market intelligence and its use in labour market development.

All OLMP projects will include activities that focus on an identified labour market issue and be likely to have a positive impact on the labour market.

4. Partnership and Contributions

The Project will include the Recipient and one or more Partners. These Partners are active supporters of the Project, who contribute time, resources and have an interest in the outcome. Partners should not be receiving remuneration as a result of Project funding.

Partnership contributions may include:

- a. Financial contributions;
- b. Contributions of human resources for program delivery;
- c. Joint delivery of a program or service; and
- d. Capital investment.

5. Roles and responsibilities of the Recipient

- a. The Recipient will carry out the Project in accordance with the Project Plan attached as Schedule "I" of this Agreement;
- b. The Recipient will adhere to good management practices in the maintenance of accurate progress reports and financial records;
- c. The Recipient will be responsible for:
 - i. securing the financial, intellectual and physical involvement of Partners, as appropriate;
 - ii. designing and delivering the Project;
 - iii. participating actively in the reporting, monitoring and evaluation of the Project;
 - iv. ensuring that the objectives, Project terms and conditions are being met, keeping a record of progress and accomplishments to-date and maintaining accurate financial records;
 - v. ensuring that funding is being used for its intended purpose, and that payment claims are submitted with appropriate supporting documentation;
 - vi. ensuring that all Project expenditures are incurred within the term of the Agreement;
 - vii. providing the Province with a record of all capital assets purchased with the Funds, the cost of which exceeded \$1,000 at the time of purchase using the Assets Report as set out in Schedule "F" (the potential methods of disposition are listed on the Report);
 - viii. ensuring cooperation with the Province by supporting all monitoring and evaluation activities. This includes completion of the Final Report within four months of the completion of activities and prior to the end date of the Agreement; and
- d. The Recipient may seek funding from other orders of government or Partners, however, the Recipient will ensure that funding of activities by the Province is not duplicated by other sources.

6. Monitoring

Monitoring, under the Agreement, will be a collaborative effort between the Province and Recipient. Some of the activities that can be expected during the life cycle of the Agreement include:

- a. Activity and financial reporting;
- b. On-site monitoring and evaluation visits;
- c. Surveying of at least one OLMP Partner;
- d. Discussions via telephone; and
- e. Correspondence by mail or e-mail.

7. Subcontracting

The Recipient will not subcontract any of its responsibilities in carrying out the Project to a third party unless:

- a. The Recipient has received the prior written approval of the Province to subcontract per the OLMP Project Plan attached as Schedule "I";
- b. The costs have been specifically identified as eligible costs in the OLMP Project Plan; and
- c. The Recipient will not subcontract to themselves.

8. Transfer Payment Common Registration system

The Transfer Payment Common Registration (TPCR) system is a mandatory central repository for organizations to register, view, and update their information in order to receive transfer payment funding from the Province. In order to establish a profile in the TPCR, the Recipient will follow the instructions posted on the [TPCR system website](#) to:

- a. identify an individual to function in the Administrator role;
- b. identify any additional individuals (Associate Users) who should have access to the organization's profile;
- c. verify the pre-populated information within the TPCR system;
- d. make any additions or edits required; and
- e. keep information up-to-date.

SCHEDULE "D"

BUDGET

Summary

Total Contract Value (Total Contribution from the Province)	\$ 123,689
--	-------------------

Fiscal Year 2019-20

FUNDING CATEGORY	AMOUNT
Activity Related Direct Project Costs	\$ 123,689
Capital Costs	\$ 0
Contribution from the Province	\$ 123,689

Partnership Contribution

Partnership Financial Contribution	\$ 0
Partnership In-Kind Contribution	\$ 27,175
Total Partnership Contribution	\$ 27,175

SCHEDULE "E"

PAYMENT PLAN

PAYMENT DATE OR MILESTONE AND AMOUNT

1. Upon signing of Agreement and receipt of Certificate of Insurance
AMOUNT
\$ 111,320
2. Upon **Quarterly** receipt and verification of Payment Claim /Activity Report
AMOUNT based on demonstrated need within each fiscal year budget amount.
3. Upon receipt and review of the Final Report, Statement of Revenue and Expenditure Report, and if applicable, Auditor's Report.
AMOUNT
\$ 12,369

PAYMENT CLAIM/ACTIVITY REPORT DETAILS

1. The Recipient will submit a Quarterly Payment Claim/Activity Report as set out in Schedule "F".
2. The Province will reimburse actual expenditures submitted on the Quarterly claim form by the Recipient only if the Province is satisfied with the progress of the Project and the verifications/reconciliations of actual amounts claimed.
3. The Province may hold back the payment of any advances pending the submission of Payment Claim and Activity Reports.
4. The Province may withhold the final payment pending submission and review of the Final Report, Statement of Revenue and Expenditure Report and if applicable, Auditor's Report.
5. The Province may withhold payment of any claim pending the completion of an audit of the Recipient's books and records conducted pursuant to section 7.3.
6. Pursuant to section 4.2c of the Agreement, the Province may adjust the payment based on the reports referenced above. For greater certainty, the Maximum Funds will not be exceeded.

SCHEDULE "F"
REPORTING

1. Payment Claim and Activity Report

Due Date: Quarterly

- a. This report template is posted on the EOPG.
- b. This report must be submitted with appropriate supporting documentation as identified by the Province.

2. Assets Report

Due Date: By the end date of the Agreement

- a. This report template is posted on the EOPG.

3. Final Report

Due Date: By the end date of the Agreement

- a. The Final Report will be completed as specified in Section 9 of the Guidelines.

4. Statement of Revenue and Expenditure Report

Due Dates:

- a. 60 days after **each** fiscal year end; and
- b. 60 days within expiry date of the term of the Agreement
 - i. The Statement of Revenue and Expenditure Report will be submitted on the dates set out above, and consistent with the requirements in Schedule "H".

5. Auditor's Report (if applicable) The Auditor's Report will provide an opinion on all fiscal years.

Due Date: 60 days after the Agreement end date

Reports specified from time to time

On a date or dates specified by the Province.

Report Details

- a. All Reports will be in a format to be provided by the Province and will not include any personal information in accordance with applicable privacy legislation.
- b. All Reports will be submitted in the manner as set out in the documents.

SCHEDULE "G"

PERFORMANCE COMMITMENTS

This schedule is intentionally left blank.

SCHEDULE "H"

AUDIT AND ACCOUNTABILITY REQUIREMENTS

Note to Auditors and other readers: Schedule "H", the Audit and Accountability Requirements, must be read in conjunction with the Agreement and its other Schedules.

1. Definitions

In this Schedule, the following terms have the following meanings:

- a. **"Capital Assets"** means capital assets (tangible and intangible), are identifiable assets that meet all of the following criteria:
 - i. are held for use in the provision of services, for administrative purposes, for production of goods or for the maintenance, repair, development or construction of other capital assets;
 - ii. have been acquired, constructed or developed with the intention of being used on a continuing basis;
 - iii. are not intended for sale in the ordinary course of operations; and
 - iv. are not held as part of a collection.

Tangible capital assets include land, buildings and equipment.

Intangible capital assets are identifiable non-monetary assets without physical substance.

- b. **"Multi-agreement holder"** means a Recipient that has two or more agreements with the Province within a single region or across more than one region.
- c. **"Project Accounting"** means that, where a Recipient has multiple projects, all costs will be allocated to a specific Project. These costs will then be reconciled with the sources of funding, ensuring accurate accounting. The Recipient may receive funding from multiple sources. For the purpose of Audit and Accountability Requirements, each Project has a separate source of funding. Project Accounting connects Recipient funding with Project activities to effectively track the financial progress of a Project.

2. Funding Categories

a. Activity Related Direct Project Costs

Activity Related Direct Project Costs are Funds used for direct expenditures related to the day-to-day direct delivery of all of the components of the Project as agreed to with the Province. Activity Related Direct Project Costs are also known as "overhead costs" or "operating costs".

- i. Costs related to the provision of the Project that can be claimed against Activity Related Direct Project Costs include:

1. Staff and management salaries directly associated with the delivery of the Project;
2. Licences/permits;
3. Fees for professional services including consulting fees to assist in the achievement of OLMP objectives;
4. Disbursements for research or technical studies, costs related to research subjects;
5. Disability needs;
6. Bank fees;
7. Utilities;
8. Materials;
9. Supplies;
10. Travel, insurance;
11. Facilities (rent);
12. Facilities (mortgage payments, but only the interest portion of a mortgage payment is allowed as an operating cost);
13. Ongoing purchase or leasing of equipment and furniture directly associated with the effective delivery of the Project is allowable;
14. Accounting services and auditor's fees;
15. Evaluations, follow-up surveys and assessments, as requested by the Province; and
16. Administrative or overhead costs.

Capital costs are to be applied in the year incurred.

- ii. The Recipient will not use Funds for:

1. Termination, severance costs and bonuses; or

2. Major capital expenditures, such as the purchase or construction of facilities.

b. Capital Costs

Capital costs are Project funds which are used to acquire Capital Assets as defined under Definitions above.

3. Financial Considerations

a. Funds

Recipients' use of Funds is also subject to the following limits:

- i. Funds are allocated against an identified level of activity;
- ii. In situations of co-location of the Project with other programs and services, Project funds will only be used to cover costs directly related to the delivery of the Project; this will be managed by applying Project Accounting principles;
- iii. Funds cannot be used for renovations for new or existing facilities;
- iv. Funds can be used for ongoing purchase of equipment and furniture directly associated with the effective delivery of the Project;
- v. The Recipient will obtain prior written approval from the Province to shift funds between funded sites or communities;
- vi. The Recipient will not transfer funds between budget lines (as set out in Schedule "D") unless it obtains the prior written consent of the Province;
- vii. The Recipient should not anticipate additional funds, although the Recipient should discuss any issues with the Province; and
- viii. Leasehold improvements directly related to the delivery of the Project require prior written approval from the Province.

b. Interest Earned

The Agreement sets out the requirements on Interest Earned.

If the Recipient fails to identify interest earned in the Statement of Revenue and Expenditure Report (SRER), then the following applies:

- i. The Province will deem interest to have been earned based on the average of unspent Funds reported on the SRER using the current

interest rate charged by the Province of Ontario on accounts receivable. This deemed interest amount will be considered revenue of the Recipient for the purposes of the SRER; and

- ii. Such failure will be considered an Event of Default in accordance with section 15.1 of the Agreement.

c. **Bank Account**

The Agreement sets out the requirements regarding deposit of the Funds into an interest bearing account in 4.6 of the Agreement.

Although maintaining a separate bank account for Funds received from the Province is not a requirement under the Agreement, it is a strongly recommended practice.

d. **Capital Assets**

The Recipient is not required to report capital asset expenditures to the Province. However, the Recipient will maintain a separate record of capital asset expenditures for audit purposes in accordance with Article 7.2 of the Agreement.

e. **Disposition of Assets**

The Agreement sets out the requirements on Disposition of Assets.

Any money earned on the disposition of assets will be reported on the SRER (and any other reports specified by the Province) in the period when disposition of the asset occurs.

f. **Deficits**

The Recipient is accountable for managing the Funds and required to remain within its approved site allocations (per Schedule "D" of the Agreement). The Recipient will request prior written approval from the Province for an anticipated over-expenditure. Each request will be individually evaluated. The Recipient will enclose copies of overspending approval documents from the Province with their financial reports (for example, EER or SRER as requested by the Province).

g. **Tax Rebates**

Reporting Province program expenditures net of tax rebates:

The Recipient will report all program expenditures net of any tax rebates or input tax credits.

h. Sample

Amount Recipient spent on goods/services		\$100.00
Amount of tax paid (example 13%)	\$13.00	
Less amount of tax rebate claimed (where rebate equals 80%)	<u>-\$10.40</u>	
Amount of tax expenditure	<u>\$ 2.60</u>	
Amount reported as Province Project expenditure		<u>\$102.60</u>

4. Instructions for Reports Required

Reports are complete if they are signed by a person with authority to bind the Recipient. Payments will be delayed if complete Reports are not received by identified due dates as directed by and in the form required by the Province.

a. Payment Claim and Activity Report

The Recipient will submit to the Province Payment Claim and Activity Reports and in accordance with the instructions set out in Schedule "F". The Payment Claim and Activity Reports help determine:

- that funds are being spent as intended in the Agreement; and
- that activities outlined in the Agreement are taking place

b. Final Report

The Recipient will submit to the Province the Final Report in accordance with the instructions set out in Schedule "F". The Final Report will be completed as specified in Section 9 of the Guidelines.

c. Statement of Revenue and Expenditure Report (SRER)

The Recipient will submit to the Province SRER(s) in accordance with the instructions set out in Schedule "F". The SRER(s) are used as the basis for the Province's annual Reconciliation Report.

The Province will provide the Recipient with a template for the SRER. The Recipient will complete the SRER(s) as directed by and in the form required by the Province on the EOPG.

Each SRER will verify that:

- i. Funds have been applied to costs directly related to the Project;
- ii. Shared costs have been properly apportioned to the Project using Project Accounting principles;
- iii. Funds received or expended in prior years for a similar project have not been included;
- iv. Funds and expenditures from other sources have not been included in the Report;
- v. Project reported expenditures are net of tax rebates, credits and refunds referred to in section 4.9 of the Agreement;
- vi. Interest earned on Funds has been credited to the Project;
- vii. Money earned on the disposition of assets has been credited to the Project and maintained in an interest bearing bank account; and
- viii. Funds that were provided to the Recipient before the Recipient's immediate need for them were placed in an interest bearing bank account in the name of the Recipient at a Canadian financial institution.

One SRER is due at the end of each fiscal year.

d. Auditor's Report

The Recipient will obtain an Auditor's Report when the Maximum Funds (set out in Schedule "B" of the Agreement) total \$150,000 or more. The audit of all SRERs will be conducted by an external auditor in accordance with Canadian Generally Accepted Auditing Standards. The auditor should verify, at a minimum, that proper and distinct accounts and records are maintained for program funds/expenditures by each budget line. The Auditor's Report will include an opinion on the SRER.

A copy of the full Auditor's Report will be submitted to the Province directly from the auditor.

An Auditor's Report is not required for Recipients who are:

- i. District School Boards or school authorities as defined in the Education Act, R.S.O. 1990, c. E2, as amended;
- ii. Universities established in Ontario that receive regular and ongoing operating funds from the government for purposes of post-secondary education;
- iii. Colleges of Applied Arts and Technology as defined in the Ontario College of Applied Arts and Technology Act, 2002. S.O. 2002, c. 8 Sch. F, as amended; or

- iv. Municipalities in Ontario as defined by the Municipal Act, 2001. S.O. 2001, c. 25, as amended.

Important Note: If additional details or corrections are necessary on any of the SRER(s), the Recipient's external auditor will verify any revisions in writing. The Province cannot accept unaudited information provided by a Recipient in support of their SRER(s).

SCHEDULE "I"
PROJECT PLAN

Approved OLMP Project Plan

PROJECT: Meeting Labour Demand through Increased Labour Market Participation in the London Economic Region

PROJECT DESCRIPTION:

Labour Market Issues and Estimated Number of Affected Jobs

Currently the London Census Metropolitan Area (CMA) has one of the lowest labour market participation rates in Ontario while at the same time local employers in the region are experiencing significant difficulty in filling vacant positions. Upwards of 6,500 vacant job positions exist, and this number is expected to rise over the next several years. (This estimate is based on jobs aggregated through the Local Job Hub website and 60% of estimated un-posted jobs).

As the labour market participation rates continue to drop in the region, speculation exists as to who is not participating, why they are not participating and more importantly, what could entice participation in the labour market. Increasing both labour market participation and the labour pool will help address a labour market imbalance. This may begin to alleviate the labour market pressures felt by local employers who are currently hiring and planning for further workforce expansion

Objectives

The City of London will contract a third-party research firm to complete a research review followed by an original research project targeted to approximately 1,500 individuals. Data gathered through the research will provide local context and a regional estimate of the number of non-participants for the London Census Metropolitan Area (CMA). Additionally, the findings will help to identify distinguishing characteristics of specific demographic groups that may be encouraged to return to the labour market. The results of the research will be used to inform both local and regional planning efforts as it relates to economic development and strengthening the labour force.

The labour market partnership agreement will:

- conduct a review of current data and research to confirm context

- create and implement an original research project (with guidance and support from an advisory committee) to gather specific information about non-participants; geographic trends; factors that influence non-participation; and factors influencing return to the labour market
- produce a report outlining the research findings that will be shared with the regional employment and workforce development partners and form a key element of regional, labour market strategic planning

Partners and Contributions – general description

LOCAL EMPLOYMENT PLANNING COUNCIL

Member of Project Advisory Committee

- labour market expertise, strong connections to employers and employment sector, research experience, expertise in local statistics & research, previous experience with research project,

- meeting host, assistance with coordinating Community Planning Session

Financial Contributions: \$1,625 (in-kind and confirmed)

LONDON ECONOMIC DEVELOPMENT CORPORATION

Member of Project Advisory Committee

- labour market expertise, strong connections to existing and potential employers, employer and economic development lens

Financial Contributions: \$1,625 (in-kind and confirmed)

CITY OF ST. THOMAS

Member of Project Advisory Committee

- Regional labour market expertise, connections to labour pool, regional economic development lens

Financial Contributions: \$1,625 (in-kind and confirmed)

FANSHAWE COLLEGE

Member of Project Advisory Committee

- Expertise in local statistics & research, member of Community Data Research Group, connected to training organization

Financial Contributions: \$1,625 (in-kind and confirmed)

COUNTY OF MIDDLESEX

Member of Project Advisory Committee

- regional labour market expertise, connection to employers, economic development lens

Financial Contributions: \$1,625 (in-kind and confirmed)

LONDON COMMUNITY FOUNDATION

Member of Project Advisory Committee

- potential funder of projects, coordinate similar efforts in London and area, community connections, organizational representation, research expertise

Financial Contributions: \$1,625 (in-kind and confirmed)

EMPLOYMENT SECTOR COUNCIL

Member of Project Advisory Committee

- coordinate connections to community and provide links to community members not participating in labour market connections, organizational representation, research expertise

Financial Contributions: \$1,625 (in-kind and confirmed)

CITY OF LONDON

Project Management - approximately 90 hours = \$6,000

Purchasing - approximately 35 hours (includes - editing, publishing RFP, reviewing, evaluating, reporting and documenting process) = \$2,275

Legal - approximately 14 hours (includes - reviewing proposal, contract, council report) = \$3,500

Finance - approximately 35 hours (includes setting up accounts, processing payments, reviewing reports, etc.) = \$2,275.

Meeting space = 5 advisory meetings x \$250.00 and 1 community stakeholder meeting (including AV) x \$500 = \$1,750

Total Financial Contributions: \$15,800 (in-kind and confirmed)

Activities/Milestones/Timelines

Proposed Activities	Timelines (# of months)
Identify Project Manager and establish Advisory Committee	March 2020
Create and issue Request for Proposal	April 2020
Select successful Research Firm	May 2020
Researcher to conduct review of previous research and data	June 2020
Advisory Committee to meet with Research Firm and confirm research questions	June 2020
Conduct Research	July 2020 – September 2020
Researcher reports findings to Advisory Committee	October 2020
Final Report Prepared	November 2020
Final Report Presented to Advisory Committee and Stakeholders	December 2020

Number and Type of Communities

London Census Metropolitan Area (CMA)

Expected Results/Success Indicators

Expected results	Means by which success will be measured
<p>1,500 individuals will be surveyed to collect information related to labour force non participation.</p>	<p>Data will be collected and reported including: # of surveys completed # of non participants by geographic area # of non participants by demographic information # of non participants available for work Barriers identified Identified engagement strategies identified Other trends / observations</p>
<p>A report will be prepared and distributed to community stakeholders at a public meeting. Stakeholders will include: regional Economic Development Offices, Workforce Planning and Development Boards, Post-Secondary Institutions, Social Assistance Departments, Employer groups, Chambers of Commerce, Service Providers and other stakeholders.</p>	<p># of number of community stakeholders who receive report and area of focus for each stakeholder</p>
<p>The report will be used to compliment the work being done by the London Jobs Now Task Force which includes Western University, Fanshawe College, The London Chamber of Commerce, the London Economic Development Corporation and the Local Employment Planning Council. Additionally, a community planning session will follow the release of the research report. This community consultation will focus on the development of a community strategic plan focused on increasing participation rates.</p>	<p>Summary of initiatives / next steps to be undertaken by task force or other community partners identified at community strategic planning session related to the launch of the research findings.</p>

Organization's Mandate

The City of London currently provides employment services as a Consolidated Municipal Service Manager (CMSM) for the Ontario Works (OW) program using a model that is relatively unique in Ontario. In this model, the CMSM acts as a Transfer Payment Agency whereby the Municipality contracts services through Purchase of Service (POS) agreements.

The City of London's experience in procuring and managing service contracts has helped foster strong collaborations and positioned the City of London as a key partner in the Employment Sector regionally. Key partnerships are with the Elgin Middlesex Workforce Planning and Development Boards (EMOWPDB) and Local Employment Planning Council (LEPC) which supports employment and labour market efforts across the economic region. Combined with the London Economic Development Corporation (LEDC) the necessary linkages to local labour market hiring trends, access to employers, post-secondary institutions, and a proper skills inventory and needs assessment exist. The City also maintains close working relationships with other regional CMSM delivery partners.

The City of London's Ontario Works program has a mandate to support OW participants on their employment path; readily addressing specific needs of different populations such as:

- Persons struggling with addictions
- Persons who identify as Indigenous
- Persons with mental health concerns
- Persons with disabilities
- Young adults – Not in Employment, Education or Training (NEET)

The City of London has a history of working with community stakeholders to generate and apply Labour Market Information (LMI) linking client demographics to labour market opportunities and informing service planning. Examples include the Community Data Research Group which produced reports on Employment and Labour Force Participation as well as the annual OW Participant Profile.

The City of London and community service partners continue to adapt services and programming to capitalize on LMI. The above examples utilized available statistics through Stats Canada and other sources however there are limitations to this information. Working with Service Providers to align training and programming that reflects data reported through available LMI research serves as a strong start to making positive improvements in labour market participation rates, however there is limited information regarding those not currently participating.

Benefits to Employers/Organizations (immediate and long-term)

The communities within the London Census Metropolitan Area (CMA) will benefit from an increased understanding of the numbers of people who are not participating in the labour market and what, if anything, can be done to increase their participation. The research will inform strategic planning for community stakeholders, including employers, to increase the actual number of people how may enter or re-enter the labour market. The research will also provide insight into how various barriers might be addressed at local and regional levels. This in turn will help alleviate labour market pressures and address employers' need for workers. Increased participation in the labour market could also translate to less reliance on social assistance, increased self-sufficiency and increased economic sustainability.