

Bill No. 138
2020

By-law No. A.-_____ - ____

A by-law to authorize and approve the Purchase of Service Agreement with WIL Counselling and Training for Employment: London & Middlesex Local Immigration Partnership.

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 section 3.1 of the Municipal Act, 2001 states that the Province acknowledges that a municipality has the authority to enter into agreements with the Crown in right of Canada with respect to matters within the municipality's jurisdiction;

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

AND WHEREAS the Municipal Act, 2001 provides authority for a municipality to delegate its powers and duties under this or any other Act to a person, subject to certain restrictions;

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

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

1. The Purchase of Service Agreement for the London & Middlesex Local Immigration Partnership between WIL Counselling and Training for Employment 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 Purchase of Service Agreement for the London & Middlesex Local Immigration Partnership approved in section 1, above.
3. The Managing Director, Housing, Social Services and Dearness Home is delegated the authority to approve and execute any further amendments to the Purchase of Service Agreement if the amendments are substantially in the form of the Purchase of Service Agreement approved in section 1, above and that do not require additional funding or are provided for in the City's current budget, and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London.

4. The Managing Director, Housing, Social Services and Dearness Home, or written designate, are 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, that are necessary in connection with the Purchase of Service Agreement as approved in section 1, above.

5. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on April 7, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 7, 2020
Second Reading – April 7, 2020
Third Reading – April 7, 2020

“Schedule 1”

LONDON & MIDDLESEX LOCAL IMMIGRATION PARTNERSHIP PURCHASE OF SERVICE AGREEMENT

B E T W E E N:

THE CORPORATION OF THE CITY OF LONDON
(hereinafter referred to as the “City”)

- and –

WIL COUNSELLING AND TRAINING FOR EMPLOYMENT
(hereinafter referred to as the “Service Provider”)
Corporate Address: 141 Dundas Street, 4th Floor, London, ON,
N6A 1G3

WHEREAS The City has entered into a Contribution Agreement with Her Majesty the Queen in right of Canada as represented by the Minister of Immigration, Refugees and Citizenship with respect to Newcomer Settlement and Integration Programs;

AND WHEREAS the City administers the Contribution Agreement with the Federal Department, and the City is also responsible for establishing the London & Middlesex Local Immigration Partnership (“LMLIP”), and providing Administrative and Coordination Support Services to the LMLIP;

AND WHEREAS the LMLIP is composed of volunteers, and representatives from community organizations, that have an interest in the integration of newcomers to Canada, with the objective to coordinate and enhance local and regional service delivery to newcomers while identifying and minimizing duplication;

AND WHEREAS the City and the Service Provider have previously entered into an Agreement in which the Service Provider provides Administrative Support and Coordination Services to the LMLIP, which will terminate May 31, 2020, and the parties wish to continue this provision of services;

NOW THEREFORE in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City and the Service Provider agree as follows:

1.0 AGREEMENT

1.1 This Agreement, including the attached schedules, constitutes the entire Agreement between the parties, and supersedes all previous documents, negotiations, understandings and undertakings related to its subject matter. If there is a conflict or inconsistency between the wording of any documents which appear on the following list, the wording of the document which first appears shall prevail over the wording of any document which subsequently appears on the list:

- the Purchase of Service Agreement;
- Schedule 4, entitled *Supplementary Terms and Conditions*;
- Schedule 1, entitled *Description of Services*;
- Schedule 2, entitled *Description of Eligible Costs*;
- Schedule 3, entitled *Terms of Payment and Financial Reporting*.

0 INTERPRETATION

In this Agreement, unless otherwise defined:

“**City’s Managing Director**” means the City’s Managing Director, Housing, Social Services & Dearthness Home, or their written designate;

“**Compliance Audit**” means an independent assessment done by an accredited auditor in accordance with section 5815 of the *Chartered Professional Accountants Canada Handbook*, to provide assurance of the City’s compliance with the Contribution Agreement and the Service Provider’s compliance with this Agreement. Audited financial statements do not constitute a compliance audit;

“**Eligible Costs**” means the costs described in section 3.2 required by the Service Provider to

provide Services;

“**Federal Department**” means Her Majesty the Queen in right of Canada as represented by the Minister of Immigration, Refugees and Citizenship;

“**Fiscal Year**” means the twelve-month period beginning April 1 of any year, and ending March 31 of the following year;

“**Contract Period**” means the period specified in Schedule 2 in the section entitled *Duration of Activity / Contract Period*;

“**Project**” means the provision of Services to the LMLIP;

“**Services**” means the “Administrative Support and Coordination Services” described in Schedule 1;

“**Supporting Documentation**” means but it not limited to original vouchers, invoices, statements of account, receipts, contracts, lease agreements, and timesheets or other data supporting the Service Provider’s actual costs incurred. It also includes cancelled cheques, bank drafts and other forms of data supporting costs incurred;

“**Term of Agreement**” means the period during which this Agreement shall be effective, which period commences on the date it is signed by both parties, and terminates one year after the end of the Contract Period.

3.0 PAYMENT FOR SERVICES

3.1 If the provisions of this Agreement are complied with, and if the City receives the required funds from Her Majesty the Queen in right of Canada, then the Service Provider is entitled to be paid by reimbursement in respect of its Eligible Costs for the Services an amount not exceeding the lesser of:

- (a) 100% of the Eligible Costs; or
- (b) The maximum contract value for the applicable Fiscal Year, as specified in Schedule 2.

3.2 Costs are Eligible Costs for the purposes of this Agreement only if, in the City’s opinion, they comply with each of the following:

- (a) are directly related to and necessary for the provision of the Services;
- (b) are reasonable, as determined by the City;
- (c) are allowable expenditures for the provision of the Services; and
- (d) were either:
 - (i) incurred and paid by the Service Provider in relation to the Services provided during each Fiscal Year of the Contract Period; or
 - (ii) incurred by the Service Provider in relation to the goods and services purchased during the last two months of the Term of Agreement and paid within thirty days of the conclusion of the Term of Agreement, and whose validity has been substantiated to the satisfaction of the City by means of Supporting Documentation including, but not limited to, invoices, cancelled cheques, vouchers and accounting entries.

3.3 the Service Provider may reallocate Eligible Costs between Program Delivery cost categories without prior written approval, when the sum of all transfers is less than 5% of the cost category’s original annual budget.

3.4 If the Service Provider receives more funding than anticipated from any or all sources for the Services specified in the Agreement under section 5.1, then the City may require the Service Provider to repay the *pro rata* share of the payment received from the City.

3.5 Notwithstanding any other provisions of this Agreement:

- (a) No contribution is payable by the City in respect to any portion of the cost of any Eligible Costs for which the Recipient receives a rebate or reimbursement.
- (b) Only the portion of the provincial and/or federal tax (GST/HST) which is not refundable by the Canada Revenue Agency as an input tax credit or as a rebate can be claimed as an Eligible Cost.
- (c) Any interest or any other income earned on advances of the Purchase of Service

Agreement, be included in the calculation of claims, and may result in a repayment.

3.6 Notwithstanding clause 3.1

- (a) No Payment shall be paid for costs incurred with respect to a member of staff who is a member of the immediate family of an employee of the Service Provider, or, if the Service Provider is a corporation or an unincorporated association, who is a member of the immediate family of an officer or a director of the corporation or the unincorporated association, unless the City is satisfied that the hiring of the staff was not the result of favouritism by reason of the staff's membership in the immediate family of the Service Provider or officer or director of the Service Provider, as the case may be.
- (b) For the purposes of this section, "immediate family" means father, mother, stepfather, stepmother, foster parent, brother, sister, spouse, common-law partner, child (including child of common-law partner), stepchild, ward, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law or relative permanently residing with an employee of the Service Provider, or officer or director of the Service Provider, as the case may be.

4.0 CONDITIONS GOVERNING PAYMENT

4.1 If the City receives sufficient funding from the Federal Department, and if the Service Provider provides the City with its claims for Eligible Costs, then the City will make payments for Eligible Costs by reimbursement as described in Schedule 3 of this Agreement.

4.2 If the City's funds are reduced by Her Majesty the Queen in right of Canada, then the City is entitled to reduce or cancel any payments to the Service Provider.

4.3 If the City requests Supporting Documentation, then the Service Provider shall include Supporting Documentation for reimbursement of Eligible Costs, as described in clauses 6.6, 6.7 and in Schedule 3 of this Agreement.

4.4 The Service Provider shall submit claims for the Project according to the requirements and reporting frequency specified in Schedule 3.

4.5 No advance payments shall be made to the Service Provider during the Term of this Agreement.

4.6 The City shall not contribute to costs incurred prior to or subsequent to the Contract Period.

4.7 Any overpayments, unexpended balances, amounts disallowed on audit, and any refunds, rebates, and discounts that the Service Provider bills to the City as part of actual costs, or other amounts owing to the City by the Service Provider, shall be Service Provider debts due to the City; the Service Provider shall repay to the City such amounts within 30 days of receipt of notice to do so by the City, after which time, interest and administrative charges will apply.

4.8 The Service Provider warrants and represents that at the time of signing the Agreement, it does not have an amount owing to the City. If this changes during the implementation of the Project, then the Service Provider is required to promptly inform the City by submitting a true and accurate list of all amounts owing. Amounts due to the Service Provider under this Agreement may be set off against amounts owing to the City under this Agreement or previous Agreements.

4.9 Where the City determines that a change in reporting frequency identified in Schedules 3 and 4, or holdback amount identified in Schedule 3 is warranted, it will notify the Service Provider in writing and provide details of any changes. The written communication between the City and the Service Provider shall constitute part of the Agreement.

4.10 If the Service Provider submits claims for Eligible Costs more than 30 days after the end of the Contract Period, then the City is not required to process or make payments for such claims.

5.0 SERVICE PROVIDER'S OBLIGATIONS

5.1 During the entire Contract Period, and if applicable during the entire Term of Agreement, and one year following, the Service Provider shall:

Disclose All Sources of Funding

1. submit to the City, prior to the start of the Agreement, a disclosure of all confirmed or potential sources of funding or in-kind contributions for program activities or Eligible Costs related to the Agreement. The Service Provider shall notify the City of any changes in funding from other sources for activities related to the Agreement set out in Schedule 1, and shall do so within 30 days of their occurrence. The Service Provider shall submit any changes in the funding level through an updated Forecast of Cash Flow, or as otherwise specified in Schedule 3;

Keep Records

2. keep all records and provide all Services during the Contract Period in a sustained, diligent, efficient, economical and effective manner, using qualified personnel;

Authorized to Work in Canada

3. ensure that all personnel the Service Provider designates to provide the Services are authorized to work in Canada, familiar with the community they serve, and sufficiently familiar with Canadian sociocultural, economic and institutional realities to achieve the performance objectives identified in Schedule 1;

Official Language Requirements

4. adhere to the following Official Language requirements:
 - (a) to organize activities, projects, and programs to forge ties between Canada's two official language communities;
 - (b) to annually consult with francophone minority communities about settlement and resettlement programming as determined appropriate by the City and the Federal Department; and
 - (c) to identify the Project participants/beneficiaries and take all necessary measures to communicate and provide Project-related Services and/or activities to the participants/beneficiaries in English and in French as the case may require;

In Accordance with Laws

5. provide the Services in accordance with all applicable laws, by-laws, regulations, guidelines and requirements and, prior to providing the Services, obtain required permits, licences, consents, authorizations and insurance coverage as required;

Code of Conduct

6. shall have and maintain a code of conduct that applies to its employees to prevent, investigate and respond, as required, to misconduct and wrongdoing by or against its employees.

The Service Provider shall ensure that, where applicable, its employees comply with the City's *Respectful Workplace Policy* and *Workplace Violence Prevention Policy* when interacting with City employees for the purposes of this Agreement, and any such further policies as the City may provide to the Service Provider from time to time. The Service Provider acknowledges that copies of these policies have been provided to and/or been made available to it.

7. [intentionally left blank]

Reporting Requirements

8. conform to the reporting requirements in section 6.0;

9. [intentionally left blank]

Report Staff or Board Changes

10. notify the City in writing within 14 days of any staff changes that relate to the management of this Agreement, as well as of any changes in the membership of the Board of Directors;

Report Changes to Policies

11. notify the City in writing of any changes to organizational policies which impact this Agreement. If any changes to such policies occur during the Contract Period, then the Service Provider shall provide the City with a copy of the amended policy within 14 days of the change;

Fulfill Obligations

12. fulfill the obligations set out in Schedule 1.

5.2 INSURANCE

Throughout the term of this Agreement, the Service Provider shall:

- (a) maintain comprehensive general liability insurance on an occurrence basis for an amount of not less than Two Million Dollars (\$2,000,000.00) 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 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) furnish the City with a blanket Position Policy or equivalent Fidelity Bond in an amount not less than One Hundred Thousand Dollars (\$100,000). The City shall be shown on the Policy as a names Obligee as their interest may appear with respect to any loss or misuse of funds held by the recipient as described in this Agreement;
- (c) ensure that any employee utilizing an automobile in the provision of Services under this Agreement insures and maintains against legal liability for bodily injury and property damage caused by automobiles owned or leased by the employee or Service Provider. Such insurance shall be subject to an inclusive limit of not less than Two Million (\$2,000,000.00) dollars. The Service Provider shall provide the City with proof of Automobile Insurance (inclusive limits) for both owned and non-owned vehicles;
- (d) submit on an annual basis, in advance of expiry, a completed Insurance Certificate (Form #0788), and such other acceptable forms and shall provide the City with a minimum of thirty days' notice in advance of cancellation of such insurance.

The City reserves the right to request such higher limits of insurance or other types of policies appropriate to this Agreement as it may reasonably require. Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement.

5.3 INDEMNIFICATION

At its sole expense, the Service Provider shall hold harmless, defend and indemnify the City, its employees, officers, Mayor and councillors, from and against all claims, demands, suits, losses, costs, damages and expenses that the City, its employees, officers, Mayor or councillors, may sustain or incur related to the performance by the Service Provider of its obligations pursuant to this Agreement.

5.4 TO ADHERE TO THE FOLLOWING OFFICIAL LANGUAGE REQUIREMENTS:

- (a) To support the City in the organization of activities, projects, and programs to forge ties between Canada's two official language communities;
- (b) To support the annual consultation with francophone minority communities about settlement and resettlement programming as determined appropriate by the City; and
- (c) Support the City in identifying the Project participants/beneficiaries and take all necessary measures to communicate and provide Project-related services and/or activities to the participants/beneficiaries in English and in French as the case may require.

6.0 INFORMATION, MONITORING AND REPORTING REQUIREMENTS

6.1 During the entire Contract Period, the Service Provider shall ensure that authorized representatives of the City and/or the Federal Department are permitted reasonable access to all premises where the Project is being delivered under this Agreement, or which provide support for this Project, in order to monitor all aspects of the Service Provider's compliance with its obligations under this Agreement, including the delivery of services in both official languages, where applicable.

6.2 During the entire Term of the Agreement and up to one year following, the Service Provider shall:

- (a) keep and maintain proper books and records in accordance with generally accepted accounting principles and business practices, of all assets and liabilities held, all revenues from all sources, and all expenses incurred and paid out in connection with this Agreement; and

(b) retain all Supporting Documentation relating to the financial books and records.

6.3 During the entire Term of the Agreement and up to one year following, and to the City's satisfaction in scope, detail, format and frequency, the Service Provider shall submit claims for Eligible Costs by submitting invoices with supporting expenditure details (with additional Supporting Documentation, if requested by the City) for each reporting period identified in Schedules 3 and 4, and complete statistical and narrative reporting against progress towards and achievement of expected results.

6.4 During the entire Term of Agreement and up to one year following, the Service Provider shall complete an annual project performance reporting exercise by submitting an annual achievements report in a format to be provided by the City. The Service Provider shall submit the annual report to the City thirty (30) days following the end of each fiscal year.

6.5 During the entire Term of the Agreement, and for seven years afterwards, the Service Provider agrees to:

(a) make such information as described in clauses 6.1, 6.2, 6.3 and 6.4, regardless of format, available for inspection, audit and monitoring by representatives of the City and of the Federal Department, who may make copies and take extracts, ensuring that all protected information is protected as per City policies;

(b) make available facilities for any such inspection, audit and monitoring by representatives of the City and the Federal Department;

(c) show evidence of a documented disposition procedure and provide any other information that may be required with respect to the books and records described in clauses 6.1, 6.2, 6.3 and 6.4; and

(d) send copies of any information to the City, which has been collected on its behalf, at such intervals, in such format and by such means as the City may specify, for use in monitoring and evaluating the Project.

6.6 During the entire Term of the Agreement, the Service Provider shall comply with instructions by the City relating to performance measurement, research, evaluation, monitoring and policy analysis of the Project.

6.7 The Service Provider shall submit to the City, within 30 days of the end of the Contract Period or as otherwise specified in Schedule 3 or 4:

(a) a final claim for Eligible Costs with Supporting Documentation if requested by the City; and

(b) a final financial report detailing actual expenditures incurred as well as a declaration of revenues received, including in-kind contributions, for the Project.

6.8 The Service Provider shall be subject to monitoring by the City, as set out in clauses 6.1 to 6.7, in relation to their planned objectives and deliverables. The City will assess whether satisfactory outcomes have been achieved; whether demand for a particular Service still exists; and whether administrative documents, reports, financial records and statements, and any other required documentation, are in order.

6.9 The City or the Federal Department may request a Compliance Audit of the Project to ensure compliance with the terms of this Agreement, or with the terms of the City's agreement with the Federal Department. The City or the Federal Department is entitled to determine the scope and timing of such an audit.

7.0 PRIVACY AND SECURITY OBLIGATIONS

7.1 Personal information collected or maintained by the Service Provider for the purposes of providing Services and fulfilling its obligations pursuant to this Agreement is subject to the provisions of the applicable municipal, federal and provincial privacy and access to information legislation including the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M.56, and *Federal Access to Information Act*, RSC 1985, Chapter A-1.

7.2 The Service Provider will limit its collection of personal information to only that which is necessary for it to carry out its programming, and must be proportional to the benefit to be derived from the expected outcomes of the Project.

7.3 The Service Provider shall treat as confidential all personal information, and will not disclose to any person, except in accordance with applicable law.

7.4 The Service Provider shall take all security measures reasonably necessary to protect any personal information using methods that are generally used by prudent public and private sector organizations. These measures must meet the requirements, standards or guidelines found in applicable policy, directives or protocols of the Government of Canada, including those set out in any instructions issued by the City or Federal Department for the protection of personal information against unauthorized use or disclosure.

The City shall not be held liable for actions arising out of the Service Provider failing to take appropriate security measures as required in this Agreement.

7.5 Where the Service Provider has reasonable grounds to believe that there has been loss, theft, unauthorized access, disclosure, copying, use, modification or destruction of personal information, or any incident that may jeopardize the security or integrity of personal information, it will immediately notify the City of the privacy breach. The Service Provider will also immediately take all reasonable steps to stop and contain the impact of the breach, assess and resolve the problem, and prevent its recurrence. The City may direct the Service Provider to take specified steps to resolve and prevent a recurrence.

7.6 Despite the provisions of this Agreement, in the event that the Service Provider is compelled to produce any personal information pursuant to any applicable legislation, regulation, or any order of any court, tribunal, administrative body or other authority with jurisdiction, the Service Provider shall notify the City immediately, and where possible, in advance.

7.7 [Intentionally left blank]

7.8 The Service Provider shall be liable for claims resulting from the breach of the privacy and confidentiality of the information in the course of the performance by the Service Provider of its obligations pursuant to this Agreement. The City will not accept any liability for damage, loss, injury, or claims of any kind, including, but not limited to, breach of confidentiality of information arising out of the performance by the Service Provider of its obligations pursuant to this Agreement. The City is not liable for the physical safekeeping or privacy of documents provided to the Service Provider while such documents are in the possession or control of or under the responsibility of the Service Provider, or in the process of being transferred or transmitted to the City.

8.0 EVENT OF DEFAULT; TERMINATION

Termination – Event of Default

8.1 Any one or more of the following constitutes an event of default:

- (a) the Service Provider becomes bankrupt or insolvent, is placed in receivership, or takes the benefit of any statute relating to bankrupt or insolvent debtors;
- (b) an order is made or a resolution is passed for the winding up of the Service Provider, or the Service Provider is dissolved;
- (c) the Service Provider has not performed or complied with one or more terms, conditions or obligations under this Agreement;
- (d) the Service Provider has submitted false, misleading or inaccurate information to the City;
- (e) in the City's opinion, the Service Provider has failed to provide the Services in an acceptable manner;
- (f) the activities or anticipated activities of the Service Provider are contrary to Canadian law.

8.2 In the event of default, the City may (after consultation with the Service Provider) direct that changes be made to the Services, or the City may immediately terminate the Agreement in whole or in part.

8.3 The City may also, by written notice to the Service Provider in the event of default, immediately suspend any City payment obligation, including any obligation to pay an amount owing prior to the date of such notice, until such default is corrected to the City's satisfaction.

8.4 In the event that the City refrains from exercising a right or remedy it is entitled to exercise under this Agreement, the City shall not be considered to be waiving such a right or remedy. The partial or limited exercise of a right conferred on the City by this Agreement shall not prevent the

City in any way from later exercising any other right or remedy under this Agreement or other applicable law.

9.0 NOT AGREEMENT OF EMPLOYMENT; THIRD PARTIES

9.1 Not an Agreement of Employment

(1) The Service Provider agrees that this Agreement is not an Agreement of Employment. Specifically, the parties agree that the Service Provider (and any person employed by or associated with the Service Provider) is not an employee of the City, and has no employment relationship of any kind with the City, and is not in any way entitled to employment benefits of any kind from the City (whether under internal policies and programs of the City, or under any other employment related legislation, as amended from time to time, such as 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 otherwise).

(2) The Service Provider shall make its own determination as to its status under the Acts referred to above and, in particular, it shall comply with the provisions of any of the aforesaid Acts, and it shall make any payments required under those Acts.

Not Agent of City

(3) This Agreement is an agreement for payment to the Service Provider only; and nothing in it or done pursuant to it is to be construed as constituting the Service Provider as the City's agent, representative, employee or co-venturer. The Service Provider (and any employee or subcontractor) shall not act on behalf of the City, or as agent for the City, or assume or create any obligation on behalf of the City, or make any representation, promise, warranty or guarantee binding upon the City, or otherwise bind the City. The Service Provider (and any subcontractor or employee of the Service Provider) and the City are independent and not the agent, employee, partner or joint venturer of any of the others.

9.2 The Service Provider shall not assign this Agreement in whole or in part without the prior written consent of the City, and any assignment made without that consent is void and of no effect.

9.3 The Service Provider shall not redistribute payments under this Agreement to a sub-agreement holder to carry out all or part of the Project funded under the City's Contribution Agreement with the Federal Department.

9.4 Nothing in this Agreement or in work done pursuant to it is to be construed as creating a contractual relationship of any kind between Her Majesty the Queen in Right of Canada and the Service Provider.

10.0 INTELLECTUAL PROPERTY

10.1 "Intellectual Property Right" means any intellectual property right recognized by the law, including any intellectual property right protected through legislation or arising from protection of information as a trade secret or as confidential information.

10.2 Where in the course of carrying out the Services, the Service Provider produces any work subject to Intellectual Property Rights, these rights shall vest in the Service Provider.

10.3 The Service Provider should, or must if applicable, negotiate a copyright licence with one of the Canadian copyright licensing agencies to have rights on all copyright materials for use by clients and Service Provider staff.

10.4 Where the production of the work has been paid for, in whole or in part, by the payments made by the City under this Agreement, the Service Provide shall grant to the City and the Federal Department a non-exclusive, fully-paid and royalty-free licence to reproduce, distribute and translate the work for the purposes of carrying out the Project.

10.5 With respect to any work licensed under this section, the Service Provider:

- A) covenants that the work will not infringe on the copyrights, trademarks or proprietary rights of others;
- B) agrees to indemnify and save harmless the City from all costs, expenses and damages

arising from any breach of any covenant given in subclause 10.5 A); and
 C) shall include an acknowledgement, in a form satisfactory to the City, on any work which is produced by it with funds paid by the City under this Agreement, acknowledging that the work was produced with funds contributed by the City and the Federal Department and identifying the Service Provider as being solely responsible for the content of such work.

10.6 If the Service Provider is involved, either in or out of court, in a claim by a third party relating to the infringement of its Intellectual Property Rights, the Service Provider must immediately in writing inform the City of the claim.

10.7 Section 10.0 shall survive the termination of the Agreement.

11.0 CAPITAL ASSETS

11.1 The Service Provider and the City agree that the Service Provider shall not purchase capital assets using City payments without prior authorization by the City.

11.2 Where capital assets are provided by the City to the Service Provider for use in delivering the Services, the Service Provider shall not dispose of them unless authorized by the City.

12.0 GENERAL

Signed in Counterparts

12.1 This Agreement may be signed in counterparts, each of which when taken together, will constitute an original Agreement.

Effective Date

12.2 The terms of this Agreement take effect as of the date the Agreement is signed by the last of the two parties to do so.

Binding on Successors and Assigns

12.3 This Agreement is binding on the parties and their successors and permitted assigns.

Accessibility for Ontarians with Disabilities Act Training:

12.4 The Service Provider shall ensure that all of its employees or other persons providing Services under this agreement receive training about the provision of services to persons with disabilities, in compliance with the *Accessibility for Ontarians with Disabilities Act, 2005* and its Regulations

Termination Without Cause

12.5 The City may, by notice to the Service Provider, suspend or terminate this Agreement, in whole or in part, at any time without cause upon not less than one month's written notice of intention to terminate to the Service Provider. In the event of a suspension, the City will notify the Service Provider of the obligations to be met. In the event of a termination notice being given by the City under this section:

- A) the Service Provider shall make no further commitments in relation to the Agreement and shall cancel or otherwise reduce, to the extent possible, the amount of any such outstanding commitments;
- B) all Eligible Costs as set out in Schedule 2, incurred by the Service Provider up to the date of termination, not exceeding the maximum amount of the City's payments under this Agreement, will be paid by the City; provided that payment and reimbursement under this paragraph shall only be made to the extent that it is established to the satisfaction of the City that the costs mentioned herein were actually incurred by the Service Provider and
- C) the amount of any payments which remain unspent shall be promptly repaid to the City, and such amounts shall be a debt due to the City and Her Majesty the Queen in Right of Canada.

Notice

12.6 All communication with respect to this agreement shall be sent:

- i) in the case of the City to:

Manager, Strategic Programs and Partnerships
 Housing, Social Services and Dearness Home

355 Wellington Street, Suite 248
 P.O. Box 5045
 London, ON N6A 4L6

ii) in the case of the Service Provider to:

Executive Director
 WIL Employment Connections
 141 Dundas Street, 4th Floor
 London, ON N6A 4L6

12.7 Any communication that is delivered will have been received on delivery; any communication sent by facsimile will be deemed to have been received one (1) day after having been sent; any communication sent by email will be deemed to have been received on the date that the email is sent; and any communication mailed by regular mail will be deemed to have been received five (5) working days after being mailed.

Execution, Delivery and Performance Authorized

12.8 The Service Provider represents and warrants that the execution, delivery and performance of this Agreement have been duly authorized, and when executed and delivered will constitute a legal, valid and binding obligation of the Service Provider enforceable on its terms.

Nothing to Prevent Compliance

12.9 The Service Provider represents and warrants that it is under no obligation, prohibition or other disability, nor is it subject to or threatened by any actions, suits or proceedings which could or would prevent compliance with this Agreement, and undertakes to advise the City forthwith of any such occurrence during the Term of the Agreement.

No Partnership etc.

12.10 The Service Provider and the City expressly disclaim any intention to create a partnership, joint venture or joint enterprise. Nothing arising out of, related to, occasioned by or attributable to, in any way, this Agreement shall constitute or be deemed to constitute that the Service Provider and the City are related as partners, joint venturers or principal and agent in any way or for any purpose.

No City Liability - Indemnity

12.11 Neither the City nor its employees, officers, Mayor, Councillors or agents, will have any liability in respect of claims of any nature, including claims for injury or damages, made by any person involved in the activities that are required of the Service Provider in carrying out its obligations under this Agreement, and the Service Provider will indemnify and save harmless the City, its employees, officers, Mayor, Councillors or agents from any such claims.

Authorizations – IP Rights

12.12 The Service Provider will obtain any necessary third party authorizations, as required, to carry out its obligations under this Agreement, from third parties who have Intellectual Property Rights or other rights affected by this Agreement. The City will have no liability in respect of claims from any person relating to such rights, and the Service Provider will indemnify and save harmless the City from any such claims.

12.13 [Intentionally left blank]

Both Official Languages

12.14 Where in the opinion of the Federal Department there is a demand, the Service Provider will ensure that services and documentation intended for public use are available in both official languages.

Public Recognition of Funding

12.15 Where required by the City or the Federal Department, the Service Provider shall ensure visibility and provide public recognition of the Government of Canada's support to the Project in publications, speeches, press releases, websites, social media, or other communication material. The Service Provider shall do this in a manner compliant with Canada's Federal Identity Program using a visual identifier and/or wording satisfactory to the Federal Department, for example "This project is funded by the Government of Canada / Ce projet est financé par le gouvernement du Canada".

12.16 Materials copyrighted to the City, the Federal Department, and the Crown in right of Canada, remain the property of these institutions.

No Offer of Inducement – Public Official

12.17 The Service Provider warrants that neither it nor any person on its behalf has offered or promised any bribe, gift or other inducement to any councillor, official or employee of the City, or to any official or employee of Her Majesty the Queen in Right of Canada, for or with a view to obtaining this Agreement. The Service Provider warrants that neither it nor any person on its behalf has employed any person to solicit this Agreement for a commission, fee or any other consideration dependent upon the execution of this Agreement.

12.18 No member of the Senate or the House of Commons shall be admitted to any share or part of this Agreement or to any benefit arising from it that is not otherwise available to the public.

Conflict of Interest

12.19 No current or former public servant or public officer holder to whom the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders* or the *Values and Ethics Code for the Public Service* applies shall derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation and codes.

12.20 [Intentionally left blank]

Province of Ontario – Applicable Law

12.21 This Agreement is governed by the laws of the Province of Ontario.

No Convictions – Bribery or Corruption

12.22 The Service Provider represents and warrants that members of its Board of Directors, and its officers and employees engaged in this Project:

- A) have not been convicted by a court of law of any jurisdiction for an offence involving bribery or corruption within the three years prior to the commencement of the term of this Agreement, and
- B) are not under sanction imposed by any government or government organization for an offence involving bribery or corruption.

The Service Provider shall forthwith declare in writing to the City if the Service Provider, members of its Board of Directors or any of its officers or employees engaged in this Project:

- A) are or have been convicted by a court of law in any jurisdiction for an offence involving bribery or corruption;
- B) are under sanction imposed by any government or government organization for an offence involving bribery or corruption.

If the Service Provider omits to declare such declaration or sanction, then City may terminate the Agreement immediately.

Information Publicly Available

12.23 The Service Provider acknowledges that the name of the Service Provider, the amount of the payments, and the general nature of the Project may be made publicly available by the City and by the Federal Department.

12.24 The Service Provider acknowledges that the City is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C. M.56, and the Federal Department is subject to the *Access to Information Act*, RSC 1985, C. A-1, and information obtained by the City or Federal Department pertaining to this Agreement may be disclosed to the public upon request under those Acts.

Read and Understood

12.25 The Service Provider acknowledges having read and understood the Agreement in its entirety and agrees with its contents.

This Agreement has been executed on behalf of the parties by their duly authorized representatives.

SIGNED SEALED AND DELIVERED

For Service Provider:

**WIL COUNSELLING AND TRAINING FOR
EMPLOYMENT**

Date: _____

(signature)

(Print Name)

(Print Title)

Date: _____

(signature)

(Print Name)

(Print Title)

I/We have authority to bind the Corporation.

For the City:

THE CORPORATION OF THE CITY OF LONDON

Date: _____

(signature)

(Print Name)

(Print Title)

SCHEDULE 1 DESCRIPTION OF SERVICES

Project Description

1. The City has entered into a further Contribution Agreement with Her Majesty the Queen in right of Canada (as represented by the Minister of Immigration, Refugees and Citizenship) in which the City is to carry out the Project regarding the LMLIP. The LMLIP is composed of individuals and organizations who have an interest in the integration of newcomers to Canada. The intent of the LMLIP is to provide a collaborative framework to facilitate the development and implementation of sustainable solutions for the successful integration of newcomers to London and Middlesex that are local and regional in scope.

Members of the LMLIP may be drawn from local and regional governments, community organizations, immigrant serving agencies, language training providers, local associations or bodies, regional employment networks, economic development corporations, volunteers from ethno-cultural associations, faith groups, as well as interested residents. The LMLIP is to meet regularly to facilitate the successful integration of newcomers and immigrants in the Middlesex and London community. The LMLIP may also be required to coordinate and establish linkages with any other community planning initiatives conducted by the City of London or County of Middlesex that may be underway during the life of this agreement.

The LMLIP is governed by a Central Council, and is supported by five sub-Councils, and a minimum of three work groups.

The City is responsible for providing administrative support and coordination services to the LMLIP. The City wishes to continue to contract for the services of a third party to provide such administrative support and Coordination services.

Objectives

2. The overall objective of the LMLIP initiative is to identify groups that will coordinate and enhance local and regional service delivery to newcomers while identifying and minimizing duplication. Strategic partnerships between service providers are to be created.

The objective of this Service Provider Agreement is to contract the services of the Service Provider to provide Administrative Support and Coordination Services to the LMLIP to further the objectives of the LMLIP.

Roles:

City of London:

- (a) administers the Contribution Agreement with the Federal Department and is the primary liaison with staff of the Department on financial and contractual issues
- (b) together with Community Co-chair, co-chairs the Central Council of the LMLIP, and participates in the Work Groups
- (c) serves as public spokesperson for the LMLIP
- (d) meets regularly with the Project team, composed of Project staff and Community Co-Chair
- (e) represents the LMLIP at meetings of stakeholders, funders and community events
- (f) works to recruit and select new Central Council members
- (g) be available to the Project Coordinator for consultation purposes
- (h) holds responsibility for completion of LMLIP strategic plan and its implementation
- (i) holds responsibility for submission of annual reports to Federal Department

Service Provider

- (a) provide Administrative Support and Coordination Services to LMLIP, including the preparation of agendas, minutes, and logistics associated with Central Council, Sub-Councils, and Work Groups and their activities and events
- (b) provide research and writing support to the City on the development of at least one LMLIP strategic plan within the term of the Agreement
- (c) provide an annual achievement report in the manner acceptable to the City
- (d) Support the City in the collection of data for any other reports, as may be required by the City including the Annual Performance Report for Community Partnerships (APRCP)
- (e) provide statistical and narrative reports as required by the City and in the manner acceptable to the City
- (f) to accept and screen volunteer applicants for the LMLIP
- (g) to notify the City within seven days of staff changes that relate to this Agreement

Consultation between City and Service Provider

The City and the Service Provider will maintain regular contact and/or meetings on issues of significance affecting the Administrative Support and Coordination Services of the LMLIP

Activities

3. To achieve the overall objective of the Project, the Service Provider agrees to provide these services during the Term of Agreement and as otherwise specified in this agreement:

- Administrative Support and Coordination Services for LMLIP

Deliverables – Administrative Support and Coordination Services

4. The Service Provider agrees to provide all of the following deliverables in providing Administrative Support and Coordination Services for LMLIP:

- (a) Employ the LMLIP coordinator and LMLIP assistant who oversee the day-to-day operations and support the diverse work of the community volunteers who together facilitate the achievement of Project outcomes.
- (b) Recruit and hire the Project Coordinator and Project Assistant
- (c) Direct, oversee and supervise the Service Provider's Project staff
- (d) Provide office space, internet connections and office supplies for the Service Provider's Project staff
- (e) Maintain financial records and all Supporting Documentation related to the work of the Project and the Service Provider's Project staff
- (f) Work collaboratively with "City staff administering this Agreement" to ensure that the Service Provider's Project staff meets LMLIP deliverables

Project Coordinator and Project Assistant

In fulfilling its obligations, the Service Provider will provide a Project Coordinator and Project Assistant for Administrative Support and Coordination Services for the LMLIP.

This schedule will be reviewed on an annual basis at the mutual consent of the City and the Service Provider, and if agreed by both parties, an amending agreement may be signed.

**SCHEDULE 2
Description of Eligible Costs**

The Contract Period with associated maximum annual Eligible Costs for reimbursement are as follows:

10 months June 1 to March 31,	2020/2021:	\$165,770
Fiscal year	2021/2022:	\$203,864
Fiscal year	2022/2023:	\$209,951
Fiscal year	2023/2024:	\$216,200
Fiscal year	2024/2025:	\$222,615

Duration of Activity / Contract Period: June 1, 2020 to March 31, 2025.

Eligible Costs:

DESCRIPTION	2020/2021 JUNE 1 - MARCH 31	2021/2022 FISCAL YEAR	2022/2023 FISCAL YEAR	2023/2024 FISCAL YEAR	2024/2025 FISCAL YEAR	2020-2025 TOTAL CONTRACT PERIOD
PROGRAM DELIVERY						
Salaries, Wages & Benefits:						
Project Co-Ordinator	54,645	67,438	69,461	71,545	73,691	336,780
Project Assistant	48,400	59,731	61,523	63,369	65,270	298,292
Benefits/MERC	23,539	27,977	28,816	29,681	30,571	140,584
Sub-Total	126,584	155,146	159,800	164,595	169,532	775,656
Training and Professional Development:	400	600	600	600	600	2,800
Sub-Total	400	600	600	600	600	2,800
Travel, Accommodations & Related Costs:						
Staff travel/Mileage/Parking	750	900	900	900	900	4,350
Sub-Total	750	900	900	900	900	4,350
Delivery Assistance Tools & Materials:						
General Office supplies	416	750	750	750	750	3,416
Sub-Total	416	750	750	750	750	3,416
Overhead Costs:						
Office Space Rental	15,330	19,011	19,624	20,237	20,851	95,053
Cleaning & Maintenance	3,718	4,596	4,734	4,876	5,022	22,946
Sub-Total	19,048	23,607	24,358	25,113	25,873	117,999
HST (non rebated)	812	1,019	1,048	1,078	1,109	5,065
Total PROGRAM DELIVERY	148,009	182,022	187,456	193,036	198,763	909,286
ADMINISTRATIVE:						
12% of Program Delivery	17,761	21,843	22,495	23,164	23,852	109,114
Total ADMINISTRATIVE	17,761	21,843	22,495	23,164	23,852	109,114
CONTRACT TOTALS	165,770	203,864	209,951	216,200	222,615	1,018,400

SCHEDULE 3 TERMS OF PAYMENTS AND FINANCIAL REPORTING

TERMS OF PAYMENTS

Reimbursements

1.0 The City will make payments by reimbursements, upon receipt from the Service Provider of claims for Eligible Costs, with Supporting Documentation in accordance with clause 4.0 of the Agreement.

2.0 Intentionally left blank.

Holdback

3.0 An amount up to 5% of the total Agreement value will represent the holdback and be disbursed to the Service Provider as a final payment on receipt and approval by the City of the final claims for Eligible Costs and deliverables, including Supporting Documentation. Material submitted to the City to support release of the holdback must be certified by a duly authorized representative of the Service Provider.

FINANCIAL REPORTING

4.0 The Service Provider agrees to submit to the City:

Forecast of Cash Flow

4.1 An initial Forecast of Cash Flow prior to the beginning of each Fiscal Year and following any amendment to the Agreement. The City may request submission of a revised Forecast of Cash Flow should significant variances to projected spending occur.

Claims

4.2 Claims for reimbursement of Eligible Costs that support the achievement of objectives shall be submitted by the Recipient, for each Fiscal Year of the Agreement, as follows:

1. April, May, June and July
2. August and September
3. October and November
4. December, January, and February
5. March

Claim 4 (December, January, and February) shall be accompanied by an estimate of anticipated costs for March. A revised Forecast of Cash Flow should be used for this purpose. Claims are to be submitted to the City within 5 days of the end of the reporting period.

Annual Audited Financial Statements

4.3 The Service Provider shall submit to the City the organizational annual financial statements (audited if available), within six months of the Service Provider's fiscal year end date.

SCHEDULE 4 SUPPLEMENTARY TERMS AND CONDITIONS

The provisions of this Schedule shall be interpreted in conformity with those of the Agreement between the City and the Service Provider.

Lobbying and Advocacy:

1. Further to clause 8.1 of the Agreement, the parties agree that the Service Provider will be considered in default of the Agreement should any of the services and/or activities contemplated by this Agreement, such as, but not limited to, advisory committee meetings, outreach and networking efforts, content development workshops, or the final product be organized with the express intent of lobbying or advocating against the Federal Department's government policies or programs.
2. The parties further agree that where the Service Provider has shared plans with the City about planned services and/or activities and the City or the Federal Department has raised no objections in advance about those plans, they will not be considered to be organized with the express intent of lobbying or advocating against Federal Department's government policy or programs, provided that they are carried out with strict adherence to the pre-approved plans shared with the City or Federal Department. Where plans are shared with the City or the Federal Department and the City or Federal Department does object to any of the services and/or activities, the Service Provider will either eliminate the services and/or activities objected to, or to make changes sufficient to address the City's or Federal Department's concerns. Where the Service Provider either refuses to eliminate the services and/or activities in question or to make the changes requested by the City or Federal Department, the Service Provider shall be considered in default of the Agreement.

Communications Protocol:

1. The Service Provider shall obtain the approval of the City before preparing and issuing any announcements, press releases, brochures, advertisements or other materials that will display the City's logo or otherwise make reference to the City.
2. The Service Provider will advise the City at least 40 days in advance of any special event the Service Provider wishes to organize in connection with the Agreement. A special event shall only be held on a date which is mutually acceptable to the City and the Service Provider. The Service provider shall invite the City and the Federal Department to attend. The Service Provider consents to having the City or its designates, and the Federal Department or its designates, participate in such an event.

The parties shall provide each other with a list of possible dates for announcements and events.

3. The Service Provider shall advise the City at least 15 days in advance of press releases that are not associated with public events.
4. The Service Provider shall obtain the approval of the City for all press releases and other external communications and messaging pertaining to this Agreement. The City and the Federal Department are entitled to require the Service Provider make changes to same. The Service Provide shall email drafts of communications material to the Manager, Strategic Programs and Partnerships, City of London.
5. The Service Provider shall ensure that all of its communications referring to Projects under this Agreement acknowledge the contributions made by the City and the Federal Department. The Service Provider shall ensure that all displays, exhibits, banners or other signage will acknowledge Government of Canada funding through the use of:
 - (i) the bilingual IRCC departmental signature
 - (ii) the Canada wordmark.
6. The Service Provider shall ensure that joint communications material and signage reflect Government of Canada communications policy, including the Official Languages Act, and federal identity graphics guidelines (FIP). For details, visit <http://Canada.ca/en/treasury-board-secretariat/services/government-communications/federal-identity-program/manual.htm>.

7. The Service Provider shall ensure that: permanent signage at the location of Projects under this Agreement prominently identify the Government of Canada's investment, including the IRCC departmental signature and the Canada wordmark; all signage/plaques are located in such a way as to be clearly visible to users, visitors and/or passersby. The approved wording is: "Funded by the Government of Canada through Immigration, Refugees and Citizenship Canada."

Data and System Security:

1 The Service Provider shall maintain at all times, virus detection and security features to prevent unauthorized use, acceptable to the City.

2 The Service Provider will have security features in place at all times, to prevent unauthorized access and to safeguard information.

3 The Service Provider will take every reasonable precaution regarding the protection of personal information including ensuring that

(i) computer passwords are protected;

(ii) computer passwords are not shared;

(iii) personal information will not be left unattended on computer screens; and

(iv) personal information will only be viewed the LMLIP Project Staff and WI's Executive Director on a need to know basis.

4 The Service Provider shall ensure the following system security requirements are used at all times:

(i) System Updates – Updates must be installed within one (1) business week of their release for all operating systems such as Windows, Mac, Linux, etc.;

(ii) Web Browser Updates – Regular updates must be installed within one (1) business week of their release on all web browsers such as Internet Explorer, Firefox, Google Chrome, etc.;

(iii) Software Updates – Updates must be installed for all software such as Adobe, MS Office, Java, etc.;

(iv) Antivirus Protection – Must be configured to automatically update on a real time basis and configured to delete any detected virus/malicious software;

(v) Firewall Protection – Must be configured to restrict incoming access by using either a hardware or software firewall with regular updates applied;

(vi) Password Changes – Passwords must be changed at a minimum of every three months and immediately following an identified threat such as unauthorized access on the system. A minimum of six characters must be used when establishing a password; and,

(vii) Remote Access Connection – (including Remote Desktop, VPN, and remote administration) – Must be controlled with regularly updated software/firmware and be configured to use strong/complex passwords.

Requirements in Support of the Francophone Integration Pathway:

1. The Service Provider shall organize activities, projects and programs to forge ties between Canada's two official language communities.

2. The Service Provider shall annually consult with francophone minority communities about settlement and resettlement programming as determined appropriate by the City of London.

3. The Service Provider shall identify the Project participants/beneficiaries and take all necessary measures to communicate and provide Project-related services and/or activities to the participants/beneficiaries in English and in French as the case may require.

Performance Monitoring and Outcome Reporting:

1. Further to section 6.0 of the Agreement, the Department may request that the Service Provider carry out project-level performance monitoring and assessment activities in accordance with requirements to be set out by the City to inform project-level outcome reporting and analysis. These requirements may include, but not be limited to, Service Provider-run surveys to measure project-level outcomes of clients in priority areas determined by the City.

Narrative Reporting:

Narrative reports shall be submitted by the Service Provider for each Fiscal Year of the Agreement, as follows:

1. April to June (due July 15)
2. July to October (due November 15)
3. November to March (April 15)

Narrative reports are to be submitted to the City within 30 calendar days of the end of the reporting period.

Annual Achievement Report:

Following the completion of each fiscal year, the Service Provider shall submit an Annual Achievement report identifying the achievements of the Project against the Project objectives, planned activities and expected results in Schedule 1. This report is to be submitted to the City within 30 days of the end of each fiscal year.

Final Progress Report:

Following completion of the Project, the Service Provider shall submit a Final Progress Report detailing the actual achievements of the Project against the Project objectives, planned activities, and expected results identified in Schedule 1. This report is to be submitted to the City within 30 days of the end of the Contract Period.

No Sub-Agreements:

The Service Provider shall not enter into a sub-agreement to carry out all or part of the Project under this Agreement.