

City of Kawartha Lakes Skills Advance Ontario Program Agreement

THE SERVICE AGREEMENT, effective as of the June 16, 2021 **(the "Effective Date")**

BETWEEN

Victoria County Career Services Inc. located in the City of Kawartha Lakes, Lindsay, Province of Ontario, Canada (Hereinafter referred to as "**VCCS**").

AND

The Corporation of the City of Kawartha Lakes, a municipality incorporated under the laws of the Province of Ontario **(Hereinafter referred to as the "City")**

The City and VCCS entered into an agreement, effective as of December 16, 2020, to carry out the Project under the "SkillsAdvance Ontario" (SAO) ("the Agreement").

The City and VCCS agree to amend the Service Agreement as follows:

1. Schedule "A", Section 14 of the Agreement is amended by adding the following:
VCCS shall:
 - viii. Follow the Haliburton, Kawartha, Pine Ridge District Health Unit (HKPRDH) Covid-19 Pandemic protocols and screening requirements, and Workplace Safety and Preventions Services guidelines.
2. "Performance Commitments" in Schedule "A" Section 18 of the **Agreement** is amended by deleting the following:

Parties agree to a performance commitment of a total of 105 **Participants** trained through the Job Seeker and Incumbent **SAO** program.

And replacing it with:

Parties acknowledge from January 11, 2021 to March 31, 2021 the SAO achieved a Participant Intake of 58 **Participants** trained through the **Job Seeker** and **Incumbent Worker** program. **Parties** agree to a Participant Intake of 105 **Participants** from April 1, 2021 to March 31, 2022, trained through the **Job Seeker** and **Incumbent Worker SAO** Program.

3. This SAO Program will expand to include the Construction sector.
4. Schedule "M", Term i, of the **Agreement** is amended by deleting the following:

This Agreement shall be effective on December 16, 2020 ending on March 31, 2021 unless terminated in writing by either **Party** on the giving of notice.

And replacing it with:

This Agreement shall be effective on December 16, 2020, ending on March 31, 2022 unless terminated in writing by either **Party** on the giving of notice.

5. Schedule "M", Section 17 of the **Agreement** is expanded by adding the following sub-section:

The **City** will provide **VCCS** with **SAO** branded templates, branding and marketing materials to be used for advertising and promotion of the **SAO**.
6. Schedule "N" is deleted and replaced with the attached Schedule "N".
7. Schedule "O" is deleted and replaced with the attached Schedule "O".

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

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

Name: Andy Letham Title: Mayor

Signature

Date

Name: Cathie Ritchie Title: Clerk

Signature

Date

“We have authority to bind the corporation pursuant to Council Resolution

_____.”

VICTORIA COUNTY CAREER SERVICE INC.

Name: Brenda Roxburgh

Title: Executive Director, VCCS

Signature

Date

SCHEDULE N – SAO PROGRAM FUNDS

VCCS Program Funding:

VCCS will receive up to \$349,833 plus Financial Supports from the **City** to deliver the **SAO** services outlined in this **Agreement**.

There are two categories of funds: Operating (including Administration) and Financial Supports. The budget totals represent a total of funds available and represents a cap of funding available. However, the budget lines within a fund category is a guideline and representation of how the fund may be spent. See **Agreement 40684**, Schedule H, Section 3 Financial Considerations (p.61) and the Amending Agreement from the **Province** dated March 23 ,2021 for additional information on financial considerations.

1. OPERATING FUNDS

Operating Funds are Funds used for direct expenditures related to the day-to-day direct delivery of the **SAO** Program as agreed to with the **City**. Costs related to the provision of the **SAO** that can be claimed against Operating Funds include:

- a. Staff and management salaries directly associated with the delivery of the Project;
- b. Marketing (Job Seeker Recruitment)
- c. Hiring and training of staff (including professional development) ;
- d. Sector-focused recruitment
- e. Pre-employment service delivery ("soft skills training")
- f. Employment services (including job matching and placement)
- g. Retention services and ongoing case management (post-employment services); and
- h. Other direct operating expenditures related to delivery of the Project.

- i. Administrative costs (as described below, up to a maximum of 15% of the Operating Funds)

VCCS will not use Operating Funds for:

- a) Termination, severance costs and bonuses; or
- b) Major capital expenditures, such as the purchase or construction of facilities.

2019 - 2021

Operating funds		2019 – 2021 Budget
i.	Staff and management salaries directly associated with the delivery of the Project (including program coordination, support for Participants while being trained and program documentation)	\$2124
ii.	Staff hiring and training (including professional development)	\$1248
iii.	Facilities (rent)	\$1212
iv.	Funding of Projects undertaken by the VCCS , including the distribution of funds to relevant partners (e.g. for curriculum development, training, etc.) (*)	\$5499
v.	Sector-Focused Recruitment (including Orientation and Service Planning)	\$12,999
vi.	Sector-Focused Pre-Employment Services (“Soft Skills	\$15,000

	Training”) for Job Seekers	
vii.	Sector-focused Employment Services (including Job Matching and Development)	\$3249
viii.	Sector-Focused Retention and Advancement Services	\$6876
ix.	Other direct operating expenditures related to the delivery of the program (including curriculum development, textbook, software and other required materials)	\$0
MAXIMUM SITE BUDGET :		\$48,207

2021 -2022

Operating funds		2021-2022 Budget
i.	Staff and management salaries directly associated with the delivery of the Project (including program coordination, support for Participants while being trained and program documentation)	\$8,500
ii.	Staff hiring and training (including professional development)	\$5,000
iii.	Marketing (Job Seeker Participant Recruitment)	\$3000
iv.	Facilities (rent)	\$0

v.	Funding of Projects undertaken by the VCCS , including the distribution of funds to relevant partners (e.g. for curriculum development, training, etc.) (*)	\$22,000
vi.	Sector-Focused Recruitment (including Orientation and Service Planning)	\$71,996
vii.	Sector-Focused Pre-Employment Services (“Soft Skills Training”) for Job Seekers	\$60,000
viii.	Sector-focused Employment Services (including Job Matching and Development)	\$32,996
ix.	Sector-Focused Retention and Advancement Services	\$47,504
x.	Other Direct operating expenditures related to the delivery of the SAO	\$5000
MAXIMUM SITE BUDGET:		\$255,996

2. FINANCIAL SUPPORTS

The following funds are available for **VCCS** to access, as required to support the **Participants** during the program. These funds will be used when other options such as Ontario Works support are exhausted.

2019 - 2021

Financial Supports (for Employers and Participants)		2019 – 2021 Budget
i.	Employer supports. <ul style="list-style-type: none"> ▪ for lost productivity of workplace mentors and/or paid release time for Participants in a formal job placement (up to \$1,000 per trainee) (*) 	\$5000
ii.	Participant supports (up to \$3,000 per person) (*)	\$13,082
MAXIMUM SITE BUDGET:		\$18,082

2021 - 2022

Financial Supports (for Employers and Participants)		2020-2021 Budget
i.	Employer supports. <ul style="list-style-type: none"> ▪ for lost productivity of workplace mentors and/or paid release time for Participants in a formal job placement (up to \$1,000 per trainee) (*) 	\$45000
ii.	Participant /worker supports <ul style="list-style-type: none"> ▪ up to \$3,000 per person including participant stipend (*) 	\$135918
MAXIMUM SITE BUDGET:		\$180,918

* In no instance can the combined Participant Financial Supports and the Job Placement Stipend exceed \$3,000 for a participant.

VCCS will notify the **City** of instances where employers require financial support for lost productivity of workplace mentors and/or paid release time for **Participants** in a formal job placement, **City** will be responsible for disbursement to **Employers**.

Agreement 40684 allows for a job placement stipend to be paid to support qualifying jobseekers for up to 2 weeks of their job placement. **The Parties** will work together to identify instances where this stipend can be paid. This stipend is based on the minimum wage of \$14.25/hr without allocation for any mandatory deductions. **VCCS** will be responsible for payment of any approved stipends, this will include any required tax slips.

3. ADMINISTRATION COSTS

VCCS is able to attribute no more than 15% of Operating Funds for administration costs. Administration costs are indirect expenditures necessary for operating an organization but not directly associated with the delivery of the **SAO**. For example, a portion of the salaries/benefits of the Executive Director, IT, and/or financial staff that work for the entire organization but may spend a portion of their time dedicated to administrative functions that support the Program may be claimed as Administration Costs.

Administrative Costs (*)		2019 – 2021 Budget
i.	Supports (general and administrative **).	\$7231

* Max 15% of the Operating Fund

Administrative Costs (*)		2021 - 2022 Budget
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i.	Supports (general and administrative **).	\$38,399
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* Max 15% of the Operating Fund

** Administration costs are indirect expenditures necessary for operating an organization but not directly associated with the delivery of the Project. For example, a portion of the salaries/benefits of the Executive Director, IT, and/or financial staff that work for the entire organization but may spend a portion of their time dedicated to administrative functions that support the Project may be claimed as Administration Costs.

Reimbursement of incurred costs:

The **City** will reimburse **VCCS** after receipt of an invoice(s) from **VCCS** for incurred costs. Payment to **VCCS** is subject to the receipt of funds provided to the **City** by the **Province** as per the monthly payment schedule outlined in the **SAO Agreement 40684**. The program is subject to a 15% holdback by the **Province** to ensure completion and submission of all documentation, this may impact the timing of payment of later claims by the **City** to **VCCS**.

The **City** will promptly pay invoices from **VCCS** subject having received the funds on hand from the **Province**. **VCCS** will not charge interest or penalties if the **Province** has not provided funds to **City**. In the event that the **Province** does not provide all required funding to the **City** to pay for incurred costs, the **City** will not be liable for any outstanding charges from **VCCS**. In the event that the **Province** discontinues funding to the **City**, the **City** will immediately notify **VCCS** so that **VCCS** may minimize incurring any program related costs, and **VCCS** may stop delivery of any further Training Services.

Schedule “O” – VCCS Reporting

1. Program Reporting

VCCS agrees to provide regular reports to The **City** that will assist in the final preparation of the **Province** mandated financial reports as outlined in Reporting Schedule below. The **City** will, in turn, provide consolidated progress reports to **VCCS**.

2. Financial Reporting Schedule

Estimate of Expenditure Report (EER)

2020 - 2021

Report 4 for the period April 1, 2020 to December 31, 2020

Due Date: January 11, 2021

Report 5 for the period April 1, 2020 to March 31, 2021

Due Date: April 1, 2021

2021 – 2022

Report 1 for April 1, 2021 to August 31, 2021

Due Date: September 7, 2021

Report 2 for April 1, 2021 to September 30, 2021

Due Date: October 11, 2021

Report 3 for April 1, 2021 to November 30, 2021

Due Date: December 6, 2021

Report 4 for April 1, 2021 to December 31, 2021

Due Date: January 10, 2022

Report 5 for April 1, 2021 to March 31, 2022

Due Date: April 1, 2022

Statement of Revenue and Expenditure Report (SRER)

2021 – 2020

For the period April 1, 2020 to March 31, 2021

Due Date: May 28, 2021

2021 - 2022

For the period April 1, 2021 to March 31, 2022

Due Date: June 1, 2022

Auditor's Report, if applicable

For the period March 30, 2020 to March 31, 2022

Due Date: May 27, 2022