

THIS AMENDING AGREEMENT as effective as of June 15, 2021.

BETWEEN: THE SIR SANDFORD FLEMING COLLEGE OF APPLIED ARTS AND TECHNOLOGY, a post-secondary educational institution incorporated under the laws of the **Province** of Ontario (**Hereinafter referred to as "Fleming College"**).

- 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 **Fleming College** entered into an agreement, effective as of January 11, 2021, to carry out the Project under the "SkillsAdvance Ontario" (**SAO**) ("the **Agreement**").

The **City** and **Fleming College** agree to amend the Agreement as follows:

1. This **SAO** will expand to include the Construction sector.
2. Schedule "A" of the **Agreement** is amended by deleting the following:
This **Agreement** shall be effective on January 11, 2021, 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 January 11, 2021, ending on March 31, 2022 unless terminated in writing by either **Party** on the giving of notice.
3. Schedule "B" of the Agreement is amended by deleting the following:
Parties agree to a Participant Enrolment Target of a total of 94 participants through the **Job Seeker** and **Incumbent** program at Fleming College.
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 at **Fleming College**. **Parties** agree to a Participant Intake target of 105 **Participants** from April 1, 2021 to March 31, 2022 trained through the **Job Seeker** and **Incumbent Worker** program at **Fleming College**.
4. Schedule "C" is deleted and replaced with the attached Schedule "C".
5. Schedule "D" is deleted and replaced with the attached Schedule "D".

The **City** and **Fleming College** have executed this Amending Agreement on the dates set out below.

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

Name: Andy Letham
Title: Mayor

Date

Name: Cathie Ritchie
Title: Clerk

Date

“We have authority to bind the corporation pursuant to Council Resolution _____.”

THE SIR SANDFORD FLEMING COLLEGE OF APPLIED ARTS AND TECHNOLOGY

Name: Linda Poirier
Title: Vice President, Academic Experience

Date

Name: Mark Morden
Title: Manager, Reporting & Accounting

Date

We have authority to bind the **Fleming College**.

SCHEDULE 'C' – SAO PROJECT FUNDS

Fleming College Program Funding:

- i. **Fleming College** will receive up to \$532,450 from The **City** to deliver the services outlined in this agreement.
- ii. The **Parties** use of Funds is also subject to the following limits:
 - a. In situations of co-location of the **SAO** with other programs and services, funds must only be used to cover costs directly related to the delivery of the **SAO**; this must be managed by applying Project Accounting principles;
 - b. The **Parties** agree that **Fleming College** will not transfer funds between the budget line items (as set out in this Schedule) where the cumulative amount transferred exceeds 15% of the impacted budget line item unless it obtains the prior written consent of the **City**.
- iii. The **Parties should not anticipate** additional funds.

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** Program that can be claimed against Operating Funds include:

- a) Staff and management salaries directly associated with the delivery of the Program;
- b) Hiring and training of staff (including professional development);
- c) Sector-focused recruitment;

- d) Employment service delivery ("soft skills training");
- e) Essential and technical skills training ("hard skills training");
- f) Other direct operating expenditures related to delivery of the Program; and
- g) Administrative costs (as described below, up to a maximum of 15% of the Operating Funds)

1.1 **Fleming College** 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.

Fleming College Operating Funds:

2020 -2021

i.	Staff and management salaries directly associated with the delivery of the Program (including program coordination, support for participants while being trained and program documentation)	\$13,224
ii.	Staff hiring and training (including professional development)	\$ 0
ii.	Funding of Programs undertaken by the Fleming College including the distribution of funds to relevant partners (e.g. for curriculum development, training, etc.)	\$14,843

iv.	Sector-Focused Employment Services (“Soft Skills Training”)		\$ 0
v.	Essential and technical skills training (“hard skills training”)	Job Seeker	\$10,957
		Incumbent	\$26,408
vi.	Administrative Costs (including general and administrative supports)		\$10,873
vii.	Other direct operating expenditures related to the delivery of the pilot/program. (including curriculum development, textbook, software and other required materials, and lease of computers from Fleming College specifically for SAO program delivery. I.e. Tool Trainers)		\$6,896
MAXIMUM SITE BUDGET			\$83,201

Fleming College Operating Funds:

2021 -2022

Operating funds		2021 – 2022 Budget
i.	Staff and management salaries directly associated with the delivery of the Program (including program coordination, support for participants while being trained and program documentation)	\$74,456
ii.	Staff hiring and training (including professional development)	\$0

iii.	Funding of Programs undertaken by the Fleming College including the distribution of funds to relevant partners (e.g. for curriculum development, training, etc.)	\$2,595
iv.	Sector-Focused Employment Services (“Soft Skills Training”)	\$72,000
v.	Essential and technical skills training (“hard skills training”)	\$72,715
vi.	Administrative Costs	\$68,995
vii.	Other direct operating expenditures related to the delivery of the pilot/program. (including curriculum development, textbook, software and other required materials, and lease of computers from Fleming College specifically for SAO program delivery. I.e. Tool Trainers)	\$158,488
MAXIMUM SITE BUDGET		\$449,249

2. ADMINISTRATION COSTS

Fleming College 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 Program. 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

3. PAYMENT SCHEDULE

Payments will be issued to **Fleming College** by The **City** within 30 days of the date

of the invoice submitted by **Fleming College** with the Estimate of Expenditure Reports outlined in Schedule D for the project activities as specified in this **Agreement** and set out in the invoice.

Schedule "D"- REPORTING

1. Program Reporting

Fleming College 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 **Fleming College**.

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 12, 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