

CITY OF VAUGHAN

EXTRACT FROM COUNCIL MEETING MINUTES OF APRIL 19, 2017

Item 5, Report No. 4, of the Finance, Administration and Audit Committee, which was adopted without amendment by the Council of the City of Vaughan on April 19, 2017.

**5 VAUGHAN BUSINESS ENTERPRISE CENTRE – 2017-2019 PROVINCE OF ONTARIO
ENTREPRENEURSHIP PROGRAMMING FUNDING AGREEMENTS**

The Finance, Administration and Audit Committee recommends approval of the recommendation contained in the following report of the Chief Corporate Initiatives and Intergovernmental Relations, dated April 3, 2017:

Recommendation

The Chief Corporate Initiatives and Intergovernmental Relations, in consultation with the Senior Manager, Economic Development, the Senior Manager, Corporate Financial Planning and Analysis, and the Acting Manager, Vaughan Business Enterprise Centre, recommends:

1. THAT Council endorse the Vaughan Business Enterprise Centre's (VBEC) applications and funding agreements for relevant grants to fund entrepreneurship and business development programming;
2. THAT upon notification of grant award(s), the City Clerk be authorized to execute any necessary agreements in form satisfactory to the City Solicitor, and;
3. THAT the Manager, Vaughan Business Enterprise Centre or designate be authorized to execute agreements with program participants when the program participant is receiving a grant with a value of \$10,000 or lower.

Purpose

The purpose of this report is to update Council on three Provincial programs that, with Council approval, VBEC will deliver with provincial funding.

Contribution to Sustainability

Green Directions Vaughan embraces a Sustainability First principle and states that sustainability means we make decisions and take actions that ensure a healthy environment, vibrant communities, and economic vitality for current and future generations. Implementation of VBEC's programs relates directly to the Green Directions Vaughan Master Plan: to create a vibrant community where citizens, businesses and visitors thrive.

Economic Impact

Through meetings with the Province of Ontario's Ministry of Economic Development and Growth (MEDG) / Ministry of Research, Innovation, and Science (MRIS), VBEC anticipates receiving provincial funding of approximately \$900,000 to undertake three programs over the course of the next twenty-four months:

1. VBEC Core Programming for which the Province will allocate over \$200,000 to VBEC to the end of March 2019.
2. Summer Company, for which the Province of Ontario has allocated \$126,500 to support 23-27 young entrepreneurs in 2017. Of this amount, \$81,000 will be disbursed in grant dollars to Vaughan's young entrepreneurs. Individual's will receive grants of up to \$3,000;

CITY OF VAUGHAN

EXTRACT FROM COUNCIL MEETING MINUTES OF APRIL 19, 2017

Item 5, Finance Report No. 4 – Page 2

3. Starter Company Plus, for which the Province has allocated \$550,000 to support 71 local entrepreneurs to the end of March 2019. Of this amount, \$355,000 will be disbursed to local business people. Individuals will receive grants of up to \$5,000;

Agreements will require renewal on an ongoing basis.

Through the Economic Development and Culture Services Department, the City of Vaughan contributes the salary of the Manager, Vaughan Business Enterprise Centre, and the Small Business Consultant as its contribution to the partnership with the Province of Ontario.

There are no economic impacts associated with this report.

Communications Plan

VBEC continues to communicate with Vaughan's citizens and businesses through its existing marketing channels:

- Its website (www.vaughan.ca/VBEC);
- Print and social media;
- Its community collaborators;
- Through community engagement and seminar delivery across various venues in York Region.

Key Messages:

1. The Vaughan Business Enterprise Centre is York Region's most active Provincial Small Business Enterprise Centre, placing it amongst the best-funded SBECs in Ontario, delivering some of the province's largest entrepreneurship programs.
2. The Province of Ontario relies on its Small Business Enterprise Centres (SBEC) to manage more program administration than they have in the past. For example, SBECs must now disburse grants directly to program participants.

VBEC Highlights

- Through Core programming, more than 300 businesses started and 100 businesses expanded in 2016 with VBEC's support. This led to the creation of more than 900 direct jobs.
- VBEC responded to approximately 5000 general inquiries in 2016.
- 30 students were supported through the 2016 Summer Company program. Students generated an average of more than \$7,000 gross revenue over the summer, hiring an additional 19 people beyond the 30 directly engaged in the program.
- In 2016, 61 local entrepreneurs received Starter Company grants. The program expanded 12 businesses, started 71 businesses and created 58 jobs.

Background and Analysis

Executive Summary

VBEC has been in operation since 2001. Its core mandate is to empower local entrepreneurs and small businesses to start or expand their business through consultation, education, and facilitated access to the local, regional and Provincial support network. In addition, VBEC supports the City of Vaughan's Economic Development Strategy by enabling entrepreneurial activities in the City.

CITY OF VAUGHAN

EXTRACT FROM COUNCIL MEETING MINUTES OF APRIL 19, 2017

Item 5, Finance Report No. 4 – Page 3

The Province has indicated that VBEC will receive up to \$892,500 in provincial funding. These funds will be administered between April 2017 and March 2019 across a variety of VBEC's entrepreneurship programs, which the Centre administers on behalf of MEDG/MRIS. However, as part of this funding, the City of Vaughan must take on additional program responsibilities.

In addition, the Economic Development and Culture Services Department (which VBEC is part of) recognizes the financial constraints that municipalities are subject to. As such, staff makes concerted efforts to secure additional resources. Working with the City's Finance Department and the Manager of Municipal Partnerships, VBEC is consistently working to supplement Municipal and Provincial funding with private sector contributions to deliver its programs.

Discussion / Context – Vaughan Business Enterprise Centre Entrepreneurship Programming

VBEC benefits from the support of the Province of Ontario through entrepreneurship programs deployed through MEDG/MRIS.

Core

First, MEDG/MRIS supports VBEC's core operations – business consultations, enquires from the public, business registration, and seminars and other entrepreneurship events. VBEC's expiring core agreement carried a three-year term, from April 2014 to March 2017. MEDG/MRIS will deliver a two-year core agreement to fund VBEC from April 2017 to March 2019, aligning with the provincial fiscal reporting period. Core services result in businesses started, businesses expanded, and jobs supported.

The Province will allocate more than \$200,000 towards core programming to the end of March 2019. The City's annual contribution to the partnership for core programming is coverage of the labour costs for two staff.

Summer Company

Since VBEC's founding it has administered MEDG/MRIS's Summer Company program, designed to support students aged 15-29 as they start a business over the summer. In recent years, VBEC has supported 20-30 students per year. This represents a significant annual investment from the Province of Ontario into the City of Vaughan. To consider this in context, the average Summer Company program allotment in Ontario in 2017 was between 13 and 14 participants, whereas VBEC has received funding to support 23 to 27 participants in the same year.

In 2016, the Summer Company program created 49 summer jobs for participants and their employees. Furthermore, 23 of the 30 2016 participants were still running their business (part-time, after returning to school in September 2016) as of December 2016.

For 2017, VBEC has secured \$126,500 in grant and program dollars from the Province of Ontario to support 23-27 students. Of this amount, \$81,000 will be disbursed in grant dollars to Vaughan's young entrepreneurs. Grants will not exceed \$3,000 per participant.

Starter Company Plus

Given Summer Company's success, MEDG/MRIS launched a new program in 2014 called Starter Company. This program mirrored Summer Company but focused on entrepreneurs aged 18-29 who were not returning to school.

CITY OF VAUGHAN

EXTRACT FROM COUNCIL MEETING MINUTES OF APRIL 19, 2017

Item 5, Finance Report No. 4 – Page 4

Like Summer Company, Starter Company entrepreneurs were successful contributors to the local economy, starting or expanding more than 80 businesses and creating more than 50 jobs between in 2016. 61 local entrepreneurs received grants from the Province in 2016, representing an injection of \$305,000 into the local economy.

For 2017, the Province has made the decision to modify Starter Company and replace it with Starter Company Plus, which will train, mentor, and grant entrepreneurs of any age as they start or expand a full time business. The administration of this new program has transferred from the Province's Regional Grant Administrators (RGA) to VBEC, representing a \$550,000 investment into VBEC to administer, grant and support 71 entrepreneurs from 2017-2019. Of this amount, \$355,000 will be disbursed to local business people. Grants will not exceed \$5,000 per participant.

Other Opportunities

In addition, VBEC has the opportunity, from time-to-time, to apply to and receive grants from the Province of Ontario for additional programs. These are sporadic throughout the year and generally, based on past-experience, require VBEC to submit its application and receive funding in less than 30 days.

Discussion / Context – New Administrative Requirements

All of the Provincial SBEC's including VBEC will be required to enter into agreements with program participants to mitigate any risk to the City of Vaughan while disbursing grant dollars.

In these cases, the Director or Manager of the SBEC signs such agreements on behalf of their municipality. This is commonplace and low risk, given that agreements do not exceed \$10,000 in value. VBEC has worked with Legal Counsel to draft a participant agreement to govern the granting relationship between VBEC and the entrepreneurs receiving funding. This agreement is based on those being used in eight of 57 SBECs (as Regional Grant Administrators) since 2014.

Ensuring a Fair and Transparent Process

Disbursement of all grant funds go through a Province of Ontario approved adjudication process. For Starter Company Plus, the MEDG/MRIS approved business plan (in attached Agreement) outlines how VBEC will leverage third party oversight from its regional colleagues in other SBECs to ensure that VBEC has performed its due diligence and avoided any conflicts of interest in recommending entrepreneurs for grant disbursement. For Summer Company, the Province of Ontario provides an adjudication template and maintains oversight on grant disbursement recommendations.

VBEC needs to ensure that the processes and safeguards are in place to ensure that its programs are effective and transparent in consultation with recommendations of the City Auditor.

As such, VBEC has engaged a variety of internal department partners to support its programming. VBEC has initiated the following in order to effectively and responsibly deliver its programs in the future:

- Processes with procurement to engage vendors to support training, marketing, and program delivery.
- A recruitment process with Human Resources in order to engage a program coordinator on a contract basis for the Summer Company and Starter Company Plus programs.
- Consultation with Legal Counsel to review agreements and to develop a participant agreement governing the relationship between the City and local entrepreneurs receiving funding through Starter Company Plus.

CITY OF VAUGHAN

EXTRACT FROM COUNCIL MEETING MINUTES OF APRIL 19, 2017

Item 5, Finance Report No. 4 – Page 5

- Consultation with Financial Services and Financial Planning and Development to develop sound grant disbursement processes, including the distribution of T4As to participants.
- Discussions with the Office of the Chief Information Officer to explore digital solutions for program management.

Next Steps

Should Council approve this report, staff will proceed to finalize and execute agreements, including marketing and program delivery, based on the business plans developed by staff and approved by MEDG/MRIS.

Relationship to Term of Council Service Excellence Strategy Map (2014-2018)

This report is consistent with the priorities set on the Term of Council Service Excellence Strategy Map: Attract Investment and Create Jobs.

The recommendations in this report will support the ongoing delivery of service excellence, matching the Term of Council Service Excellence Strategy Map: Citizen Experience and Service Delivery.

Regional Implications

VBEC maintains the largest small business programs in York Region. As such, it works closely with the other SBECs in the Region – Markham, Richmond Hill, and York Region, who serve the northern six municipalities. In the past, VBEC has supported their programs by taking on overflow applicants, by offering training to regional entrepreneurs, and by assisting with applicant adjudication. VBEC and its regional counterparts expect to continue in this manner. It should be noted that these actions do not have a negative impact on VBEC as they help VBEC to meet its MEDG/MRIS requirements, attract business to the City of Vaughan, and, since these actions leverage existing programming, require no additional cost.

In addition, VBEC has begun to engage regional organizations like ventureLAB and the York Entrepreneurship Development Institute (YEDI) to support programming. This affords VBEC the opportunity to attract entrepreneurs from across York Region, into the City of Vaughan.

Conclusion

VBEC has developed into one of the leaders amongst the Province's 57 Small Business Enterprise Centres and a strong contributor to local economic development. In 2016, VBEC delivered more than 700 consultations to local entrepreneurs, and delivered 48 seminars to more than 1300 participants. Those businesses and entrepreneurs working with VBEC created more than 900 jobs and started or expanded more than 450 businesses.

VBEC plays an important role in Vaughan's economy. Its core client – entrepreneurs and small business with fewer than 20 employees – made up more than 80 per cent of Vaughan's 11,370 businesses in 2016. These businesses benefit from the services and ecosystem access that VBEC offers. VBEC looks forward to continuing to work with local and provincial partners like the Vaughan Chamber of Commerce, ventureLAB, COSTI Employment Services, and its partners through the Province of Ontario's Ontario Network of Entrepreneurs (ONE).

In order to maintain status as a leading SBEC, VBEC will implement Provincial programming with Council's approval, including the development of partnerships across the region and agreements with program participants, to serve local entrepreneurs and small businesses. This will ensure that VBEC continues to deliver its services in an effective and uninterrupted manner.

CITY OF VAUGHAN

EXTRACT FROM COUNCIL MEETING MINUTES OF APRIL 19, 2017

Item 5, Finance Report No. 4 – Page 6

Attachments

1. Starter Company Plus Agreement

Report prepared by:

Raphael Costa, Acting Manager, Vaughan Business Enterprise Centre, ext. 8891

(A copy of the attachments referred to in the foregoing have been forwarded to each Member of Council and a copy thereof is also on file in the office of the City Clerk.)

**VAUGHAN BUSINESS ENTERPRISE CENTRE – 2017-2019 PROVINCE OF ONTARIO
ENTREPRENEURSHIP PROGRAMMING FUNDING AGREEMENTS**

Recommendations

The Chief Corporate Initiatives and Intergovernmental Relations, in consultation with the Senior Manager, Economic Development, the Senior Manager, Corporate Financial Planning and Analysis, and the Acting Manager, Vaughan Business Enterprise Centre, recommends:

1. THAT Council endorse the Vaughan Business Enterprise Centre's (VBEC) applications and funding agreements for relevant grants to fund entrepreneurship and business development programming;
2. THAT upon notification of grant award(s), the City Clerk be authorized to execute any necessary agreements in form satisfactory to the City Solicitor, and;
3. THAT the Manager, Vaughan Business Enterprise Centre or designate be authorized to execute agreements with program participants when the program participant is receiving a grant with a value of \$10,000 or lower.

Purpose

The purpose of this report is to update Council on three Provincial programs that, with Council approval, VBEC will deliver with Provincial funding.

Contribution to Sustainability

Green Directions Vaughan embraces a Sustainability First principle and states that sustainability means we make decisions and take actions that ensure a healthy environment, vibrant communities, and economic vitality for current and future generations. Implementation of VBEC's programs relates directly to the Green Directions Vaughan Master Plan: to create a vibrant community where citizens, businesses and visitors thrive.

Economic Impact

Through meetings with the Province of Ontario's Ministry of Economic Development and Growth (MEDG) / Ministry of Research, Innovation, and Science (MRIS), VBEC anticipates receiving provincial funding of approximately \$900,000 to undertake three programs over the course of the next twenty-four months:

1. VBEC Core Programming for which the Province will allocate over \$200,000 to VBEC to the end of March 2019.
2. Summer Company, for which the Province of Ontario has allocated \$126,500 to support 23-27 young entrepreneurs in 2017. Of this amount, \$81,000 will be disbursed in grant dollars to Vaughan's young entrepreneurs. Individual's will receive grants of up to \$3,000;
3. Starter Company Plus, for which the Province has allocated \$550,000 to support 71 local entrepreneurs to the end of March 2019. Of this amount, \$355,000 will be disbursed to local business people. Individuals will receive grants of up to \$5,000;

Agreements will require renewal on an ongoing basis.

Through the Economic Development and Culture Services Department, the City of Vaughan contributes the salary of the Manager, Vaughan Business Enterprise Centre, and the Small Business Consultant as its contribution to the partnership with the Province of Ontario.

There are no economic impacts associated with this report.

Communications Plan

VBEC continues to communicate with Vaughan's citizens and businesses through its existing marketing channels:

- Its website (www.vaughan.ca/VBEC);
- Print and social media;
- Its community collaborators;
- Through community engagement and seminar delivery across various venues in York Region.

Key Messages:

1. The Vaughan Business Enterprise Centre is York Region's most active Provincial Small Business Enterprise Centre, placing it amongst the best-funded SBECs in Ontario, delivering some of the province's largest entrepreneurship programs.
2. The Province of Ontario relies on its Small Business Enterprise Centres (SBEC) to manage more program administration than they have in the past. For example, SBECs must now disburse grants directly to program participants.

VBEC Highlights

- Through Core programming, more than 300 businesses started and 100 businesses expanded in 2016 with VBEC's support. This led to the creation of more than 900 direct jobs.
- VBEC responded to approximately 5000 general inquiries in 2016.
- 30 students were supported through the 2016 Summer Company program. Students generated an average of more than \$7,000 gross revenue over the summer, hiring an additional 19 people beyond the 30 directly engaged in the program.
- In 2016, 61 local entrepreneurs received Starter Company grants. The program expanded 12 businesses, started 71 businesses and created 58 jobs.

Background and Analysis

Executive Summary

VBEC has been in operation since 2001. Its core mandate is to empower local entrepreneurs and small businesses to start or expand their business through consultation, education, and facilitated access to the local, regional and Provincial support network. In addition, VBEC supports the City of Vaughan's Economic Development Strategy by enabling entrepreneurial activities in the City.

The Province has indicated that VBEC will receive up to \$892,500 in Provincial funding. These funds will be administered between April 2017 and March 2019 across a variety of VBEC's entrepreneurship programs, which the Centre administers on behalf of MEDG/MRIS. However, as part of this funding, the City of Vaughan must take on additional program responsibilities.

In addition, the Economic Development and Culture Services Department (which VBEC is part of) recognizes the financial constraints that municipalities are subject to. As such, staff makes concerted efforts to secure additional resources. Working with the City's Finance Department and the Manager of Municipal Partnerships, VBEC is consistently working to supplement Municipal and Provincial funding with private sector contributions to deliver its programs.

Discussion / Context – Vaughan Business Enterprise Centre Entrepreneurship Programming

VBEC benefits from the support of the Province of Ontario through entrepreneurship programs deployed through MEDG/MRIS.

Core

First, MEDG/MRIS supports VBEC's core operations – business consultations, enquires from the public, business registration, and seminars and other entrepreneurship events. VBEC's expiring core agreement carried a three-year term, from April 2014 to March 2017. MEDG/MRIS will deliver a two-year core agreement to fund VBEC from April 2017 to March 2019, aligning with the provincial fiscal reporting period. Core services result in businesses started, businesses expanded, and jobs supported.

The Province will allocate more than \$200,000 towards core programming to the end of March 2019. The City's annual contribution to the partnership for core programming is coverage of the labour costs for two staff.

Summer Company

Since VBEC's founding it has administered MEDG/MRIS's Summer Company program, designed to support students aged 15-29 as they start a business over the summer. In recent years, VBEC has supported 20-30 students per year. This represents a significant annual investment from the Province of Ontario into the City of Vaughan. To consider this in context, the average Summer Company program allotment in Ontario in 2017 was between 13 and 14 participants, whereas VBEC has received funding to support 23 to 27 participants in the same year.

In 2016, the Summer Company program created 49 summer jobs for participants and their employees. Furthermore, 23 of the 30 2016 participants were still running their business (part-time, after returning to school in September 2016) as of December 2016.

For 2017, VBEC has secured \$126,500 in grant and program dollars from the Province of Ontario to support 23-27 students. Of this amount, \$81,000 will be disbursed in grant dollars to Vaughan's young entrepreneurs. Grants will not exceed \$3,000 per participant.

Starter Company Plus

Given Summer Company's success, MEDG/MRIS launched a new program in 2014 called Starter Company. This program mirrored Summer Company but focused on entrepreneurs aged 18-29 who were not returning to school.

Like Summer Company, Starter Company entrepreneurs were successful contributors to the local economy, starting or expanding more than 80 businesses and creating more than 50 jobs between in 2016. 61 local entrepreneurs received grants from the Province in 2016, representing an injection of \$305,000 into the local economy.

For 2017, the Province has made the decision to modify Starter Company and replace it with Starter Company Plus, which will train, mentor, and grant entrepreneurs of any age as they start or expand a full time business. The administration of this new program has transferred from the

Province's Regional Grant Administrators (RGA) to VBEC, representing a \$550,000 investment into VBEC to administer, grant and support 71 entrepreneurs from 2017-2019. Of this amount, \$355,000 will be disbursed to local business people. Grants will not exceed \$5,000 per participant.

Other Opportunities

In addition, VBEC has the opportunity, from time-to-time, to apply to and receive grants from the Province of Ontario for additional programs. These are sporadic throughout the year and generally, based on past-experience, require VBEC to submit its application and receive funding in less than 30 days.

Discussion / Context – New Administrative Requirements

All of the Provincial SBEC's including VBEC will be required to enter into agreements with program participants to mitigate any risk to the City of Vaughan while disbursing grant dollars.

In these cases, the Director or Manager of the SBEC signs such agreements on behalf of their municipality. This is commonplace and low risk, given that agreements do not exceed \$10,000 in value. VBEC has worked with Legal Counsel to draft a participant agreement to govern the granting relationship between VBEC and the entrepreneurs receiving funding. This agreement is based on those being used in eight of 57 SBECs (as Regional Grant Administrators) since 2014.

Ensuring a Fair and Transparent Process

Disbursement of all grant funds go through a Province of Ontario approved adjudication process. For Starter Company Plus, the MEDG/MRIS approved business plan (in attached Agreement) outlines how VBEC will leverage third party oversight from its regional colleagues in other SBECs to ensure that VBEC has performed its due diligence and avoided any conflicts of interest in recommending entrepreneurs for grant disbursement. For Summer Company, the Province of Ontario provides an adjudication template and maintains oversight on grant disbursement recommendations.

VBEC needs to ensure that the processes and safeguards are in place to ensure that its programs are effective and transparent in consultation with recommendations of the City Auditor.

As such, VBEC has engaged a variety of internal department partners to support its programming. VBEC has initiated the following in order to effectively and responsibly deliver its programs in the future:

- Processes with procurement to engage vendors to support training, marketing, and program delivery.
- A recruitment process with Human Resources in order to engage a program coordinator on a contract basis for the Summer Company and Starter Company Plus programs.
- Consultation with Legal Counsel to review agreements and to develop a participant agreement governing the relationship between the City and local entrepreneurs receiving funding through Starter Company Plus.
- Consultation with Financial Services and Financial Planning and Development to develop sound grant disbursement processes, including the distribution of T4As to participants.
- Discussions with the Office of the Chief Information Officer to explore digital solutions for program management.

Next Steps

Should Council approve this report, staff will proceed to finalize and execute agreements, including marketing and program delivery, based on the business plans developed by staff and approved by MEDG/MRIS.

Relationship to Term of Council Service Excellence Strategy Map (2014-2018)

This report is consistent with the priorities set on the Term of Council Service Excellence Strategy Map: Attract Investment and Create Jobs.

The recommendations in this report will support the ongoing delivery of service excellence, matching the Term of Council Service Excellence Strategy Map: Citizen Experience and Service Delivery.

Regional Implications

VBEC maintains the largest small business programs in York Region. As such, it works closely with the other SBECs in the Region – Markham, Richmond Hill, and York Region, who serve the northern six municipalities. In the past, VBEC has supported their programs by taking on overflow applicants, by offering training to regional entrepreneurs, and by assisting with applicant adjudication. VBEC and its regional counterparts expect to continue in this manner. It should be noted that these actions do not have a negative impact on VBEC as they help VBEC to meet its MEDG/MRIS requirements, attract business to the City of Vaughan, and, since these actions leverage existing programming, require no additional cost.

In addition, VBEC has begun to engage regional organizations like ventureLAB and the York Entrepreneurship Development Institute (YEDI) to support programming. This affords VBEC the opportunity to attract entrepreneurs from across York Region, into the City of Vaughan.

Conclusion

VBEC has developed into one of the leaders amongst the Province's 57 Small Business Enterprise Centres and a strong contributor to local economic development. In 2016, VBEC delivered more than 700 consultations to local entrepreneurs, and delivered 48 seminars to more than 1300 participants. Those businesses and entrepreneurs working with VBEC created more than 900 jobs and started or expanded more than 450 businesses.

VBEC plays an important role in Vaughan's economy. Its core client – entrepreneurs and small business with fewer than 20 employees – made up more than 80 per cent of Vaughan's 11,370 businesses in 2016. These businesses benefit from the services and ecosystem access that VBEC offers. VBEC looks forward to continuing to work with local and provincial partners like the Vaughan Chamber of Commerce, ventureLAB, COSTI Employment Services, and its partners through the Province of Ontario's Ontario Network of Entrepreneurs (ONE).

In order to maintain status as a leading SBEC, VBEC will implement Provincial programming with Council's approval, including the development of partnerships across the region and agreements with program participants, to serve local entrepreneurs and small businesses. This will ensure that VBEC continues to deliver its services in an effective and uninterrupted manner.

Attachments

1. Starter Company Plus Agreement

Report prepared by:

Raphael Costa, Acting Manager, Vaughan Business Enterprise Centre, ext. 8891

Respectfully submitted,

TIM SIMMONDS
Chief Corporate Initiatives and Intergovernmental Relations

THE AGREEMENT effective as of January 1, 2017

B E T W E E N:

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Economic Development and
Growth**

(the “Province”)

- and -

THE CORPORATION OF THE CITY OF VAUGHAN

(the “Recipient”)

BACKGROUND:

The Recipient intends to undertake the Program (as defined below) which is intended to provide training, mentoring, and grant opportunities to eligible individuals in Ontario to start, expand or buy a small business in their communities.

The Recipient has applied to the Province for funds to assist the Recipient in connection with carrying out its Program and the Province wishes to provide such funds in the form of a conditional transfer payment.

CONSIDERATION:

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

**ARTICLE 1
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 background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency shall be to Canadian dollars and currency; and

(e) “include”, “includes” and “including” shall not denote an exhaustive list.

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

“**Agreement**” means this agreement entered into between the Province and the Recipient and includes all of the Schedules listed in section 30.1 and any amending agreement entered into pursuant to section 31.2.

“**BPSAA**” means the *Broader Public Sector Accountability Act, 2010* (Ontario), including any directives issued pursuant to that Act.

“**Budget**” means the budget attached to the Agreement as Schedule “B”.

“**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.

“**Effective Date**” means the date set out at the top of the Agreement.

“**Eligible Expenditures**” means those expenditures required to implement the Program as more particularly described in Schedule “F” which are incurred by the Recipient on or after the Effective Date and to and including May 31, 2019.

“**Eligible Participants**” means individual applicants approved by the Recipient as eligible participants in the Program, conditional upon each eligible participant undertaking an individual Learning Plan, and for those eligible participants the Recipient approves for grant financing of up to \$5000 in Funds, conditional upon the eligible participant entering into a Starter Company Plus Grant Agreement with the Recipient, all of the foregoing subject to and in accordance with the terms and conditions of this Agreement including section 4.3 and Schedule “A”.

“**Event of Default**” has the meaning ascribed to it in section 14.1.

“**Expiry Date**” has the meaning ascribed to in section 3.1.

“**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.

“Learning Plan” means the Eligible Participant’s individual learning plan as prepared and managed by the Recipient under the Program, which learning plan the Eligible Participant agrees to undertake as a condition of their participation in the Program, as more particularly set out under section 4.3 and Schedule “A” of this Agreement.

“Maximum Funds” means [five hundred and fifty thousand dollars] \$550,000 which is the maximum amount of monies the Province will provide the Recipient under the Agreement.

“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.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Program” or **“Starter Company Plus Program”** means the undertaking described in Schedule “A”.

“Program End Date” means March 31, 2019 as more particularly described in Schedule “A”.

“Program Start Date” means January 1, 2017 as more particularly described in Schedule “A”.

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

“Starter Company Plus Grant Agreement” means the starter company plus grant agreement as prepared by the Recipient, which the Recipient shall enter into with those Eligible Participants the Recipient approves for grant financing of up to \$5000 in Funds under the Program as a condition of approval thereof, the foregoing subject to and in accordance with the terms and conditions of this Agreement including section 4.3 and Schedule “A”.

“Starter Company Plus Program” or **“Program”** means the undertaking described in Schedule “A”.

“Timelines” means the Program schedule set out in Schedule “A”.

ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS

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

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Program;
- (c) it is in compliance with, and will continue to comply 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 Program, the Funds, or both;
- (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;
- (e) it shall comply with the terms and requirements of Schedule “H” - Communications and Confidentiality Protocol;
- (f) The Recipient shall carry out the Program and related services to the public in accordance with the *French Language Services Act (Ontario)* by taking appropriate measures to comply with the French language services requirements. In this regard, subject to the Province’s satisfaction, the Recipient shall, among other things that the Province may require from time to time, ensure that:
 - (i) the Recipient has developed and maintained a protocol for providing members of the public with services in French;
 - (ii) public documents relating to the Program, including relevant portions of the Recipient’s website, are available in French;
 - (iii) bilingual (English/French) signs, notices and other information and communications with the public are utilized to make it known that the Program and related services are available in French at the choice of any member of the public; and
 - (iv) the Recipient shall report on its compliance with these and other requirements in the *French Language Services Act (FLSA) Checklist* per Schedule “J” to be signed by a senior officer and submitted in accordance with Schedule “D”.

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, will maintain in writing, and will follow:
- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
 - (b) procedures to ensure the Recipient's ongoing effective functioning;
 - (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 Program successfully;
 - (f) procedures to enable the Recipient to identify risks to the completion of the Program and strategies to address the identified risks, all in a timely manner;
 - (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and
 - (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.
- 2.4 **Supporting Proof.** Upon request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article 2.

ARTICLE 3 TERM OF THE AGREEMENT

- 3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall expire on June 30, 2019 (the "Expiry Date") unless terminated earlier pursuant to Article 12, Article 13 or Article 14.

ARTICLE 4 FUNDS AND CARRYING OUT THE PROGRAM

- 4.1 **Funds Provided.** The Province shall:
- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Program;
 - (b) provide the Funds to the Recipient in accordance with the payment schedule attached to the Agreement as Schedule "C";
 - (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 certificates of insurance or other proof as the Province may request pursuant to section 11.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Program;
- (c) the Province is not obligated to provide instalments of Funds until it has received the Reports described in Schedule “D”, as applicable, in a form and content acceptable to the Province;
- (d) any disbursement of Funds to the Recipient shall be subject to applicable provisions of the Province’s *Travel, Meal and Hospitality Expenses Directive*, as amended from time to time, and a summary of which is contained in Schedule “G” hereto;
- (e) 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
- (f) if, pursuant to the provisions of 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 the Funds and, in consultation with the Recipient, change the Program; or
 - (ii) terminate the Agreement pursuant to section 13.1.

4.3 Use of Funds and Carry out the Program. The Recipient will do all of the following:

- (a) carry out the Program:
 - (i) in accordance with the terms and conditions of the Agreement; and
 - (ii) 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 Program;
- (b) use the Funds only for the purpose of carrying out the Program;
- (c) spend the Funds only on account of Eligible Expenditures and in

accordance with the Budget;

- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency or organization of the Government of Ontario;
- (e) approve individual applicants in accordance with Program intake processes and eligibility and suitability requirements set out under Schedule "A";
- (f) develop and manage individual Learning Plans for each Eligible Participant in the Program;
- (g) undertake post-Program reporting with all Eligible Participants to obtain progress reporting information from Eligible Participants such as business expansion and job creation for three consecutive Funding Years following the Program End Date;
- (h) subject to section 4.3(i), for those Eligible Participants the Recipient approves for grant financing of up to \$5000 in Funds under the Program, enter into a Starter Company Plus Grant Agreement with each such Eligible Participant as a condition of approval thereof; and
- (i) ensure the following terms and conditions are included in the Starter Company Plus Grant Agreement as prepared by the Recipient:
 - (x) Audit Rights for the Crown. The parties agree that audit rights under the Starter Company Plus Grant Agreement shall inure to the benefit of the Province (Her Majesty the Queen in right of Ontario as represented by the Minister of Economic Development and Growth), any authorized representative or any independent auditor identified by the Province, at the Province's expense, which audit rights, including the right of inspection and review of the Eligible Participant's progress of its project under the Program and any allocation and expenditure of Funds and to perform a full or partial audit of the Eligible Participant, shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Starter Company Plus Grant Agreement;
 - (y) Learning Plan. The Eligible Participant agrees to undertake the Learning Plan as a condition of their participation in the Program, attached hereto as a schedule to the Starter Company Plus Grant Agreement;
 - (z) Post-Program Progress Reporting. The Eligible Participant shall, if requested by the Recipient or Her Majesty the Queen in right of Ontario as represented by the Minister of Economic Development and Growth, provide progress reporting information such as the Eligible Participant's business expansion and job creation for three consecutive Funding Years following the expiry date or termination of the Starter Company Plus Grant Agreement.

- 4.4 **No Changes.** The Recipient shall not make any changes to the Program, the Timelines and/or the Budget without the prior written consent of the Province.
- 4.5 **Despite section 4.4.** Despite section 4.4, the Recipient may, on occasion, move an amount equalling up to 10% or \$500, whichever is greater, of the original amount of any line item in the Budget to another line item, provided that at all times the following conditions are met:
- (a) Administration: the amount allocated for the category of administration costs shall not exceed a maximum of 10% of the overall Budget; and
 - (b) Grants: the amount allocated for the category of grants (up to \$5000 in Funds for approved Eligible Recipients pursuant to Starter Company Plus Grant Agreements) shall not be reduced.
- 4.6 **Interest Bearing Account.** If the Province provides Funds to the Recipient prior to the Recipient's immediate need for the Funds, the Recipient shall 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 shall 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.** The Recipient acknowledges that:
- (a) the Funds are to assist the Recipient to carry out the Program and not to provide goods or services to the Province;
 - (b) the Funds are funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario); and
 - (c) the Province is not responsible for carrying out the Program.

**ARTICLE 5
RECIPIENT'S ACQUISITION OF GOODS AND 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 *Broader Public Sector Accountability Act, 2010* (Ontario) including any procurement directive issued thereunder, to the extent applicable.
- 5.2 **Disposal.** The Recipient shall 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 **\$10,000** at the time of purchase.

ARTICLE 6 CONFLICT OF INTEREST

- 6.1 **No Conflict of Interest.** The Recipient shall carry out the Program 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 Program, the use of the Funds, or both.
- 6.3 **Disclosure to Province.** The Recipient shall:
- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as either 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.

ARTICLE 7 REPORTS, ACCOUNTING AND REVIEW

- 7.1 **Preparation and Submission.** The Recipient shall:
- (a) submit to the Province at the address provided in section 18.1, all Reports in accordance with the timelines and content requirements set out in Schedule "D", or in a form as specified by the Province from time to time;

- (b) submit to the Province at the address provided in section 18.1, 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 shall keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Program 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 Program.

7.3 Inspection. The Province, any authorized representative or any 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 Program and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative or any 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 7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Program, or both.

7.4 Disclosure. To assist in respect of the rights provided for in section 7.3, the Recipient shall disclose any information requested by the Province, any authorized representatives or any independent auditor identified by the Province, and shall do so in a form requested by the Province, any authorized representatives or any independent auditor identified by the Province, as the case may be.

7.5 No Control of Records. No provision of the Agreement shall 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).

ARTICLE 8 COMMUNICATIONS REQUIREMENTS

- 8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient shall:
- (a) acknowledge the support of the Province for the Program; and
 - (b) ensure that the acknowledgement referred to in section 8.1(a) is in a form and manner as directed by the Province.
- 8.2 **Publication.** The Recipient shall indicate, in any of its Program-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.

ARTICLE 9 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 9.1 **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 Program or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

ARTICLE 10 INDEMNITY

- 10.1 **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 Program or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.
- 10.2 **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.
- 10.3 **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.
- 10.4 **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.

- 10.5 **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.

ARTICLE 11 INSURANCE

- 11.1 **Recipient's Insurance.** The Recipient represents, warrants and covenants that it has, and shall maintain, 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 program similar to the Program 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 shall 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.

- 11.2 **Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either :
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section 11.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section 11.1; and
- (b) upon the request of the Province, provide the Province with a copy of any insurance policy.

ARTICLE 12 TERMINATION ON NOTICE

- 12.1 **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.

12.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section 12.1, 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 Program, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section 12.2(b); and
 - (ii) subject to section 4.8, provide Funds to the Recipient to cover the costs determined pursuant to section 12.2(c).

ARTICLE 13 TERMINATION WHERE NO APPROPRIATION

13.1 **Termination Where No Appropriation.** If, as provided for in section 4.2(f), 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.

13.2 **Consequences of Termination Where No Appropriation.** 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 Program and permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section 13.2(b).

13.3 **No Additional Funds.** For greater clarity, if the costs determined pursuant to section 13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province shall not provide additional Funds to the Recipient.

ARTICLE 14 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

14.1 **Events of Default.** Each of the following events shall 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 Program;
 - (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 7.1(b);
- (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the applicable 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 is petitioned into bankruptcy, or files for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

14.2 **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 Program;
- (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 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.

14.3 **Opportunity to Remedy.** If, in accordance with section 14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province shall provide Notice to the Recipient of:

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

14.4 **Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(b), 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 14.2(a), (c), (d), (e), (f), (g), (h) and (i).

14.5 **When Termination Effective.** Termination under this Article shall take effect as provided for in the Notice.

ARTICLE 15 FUNDS AT THE END OF A FUNDING YEAR

15.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 14, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may:

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

ARTICLE 16 FUNDS UPON EXPIRY

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

ARTICLE 17 REPAYMENT

17.1 **Repayment of Overpayment.** If at any time 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.

17.2 **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 money shall be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient shall pay or return the amount to the Province immediately, unless the Province directs otherwise.

17.3 **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.

17.4 **Payment of Money to Province.** The Recipient shall pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and mailed to the Province at the address provided in section 18.1.

17.5 **Fails 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.

ARTICLE 18 NOTICE

18.1 **Notice in Writing and Addressed.** Notice shall be in writing and shall be delivered by email, postage-prepaid mail, or personal delivery, and shall be addressed to the Province and the Recipient respectively as provided for below, or as either Party later designates to the other by Notice:

To the Province:

Ministry of Economic Development
and Growth
Commercialization and Scale-Up
Networks Branch
56 Wellesley Street West, 5th Floor
Toronto, Ontario, M7A 2E7

To the Recipient:

The Corporation of the City
of Vaughan
2141 Major Mackenzie
Drive
Vaughan, Ontario
L6A 1T1

Attention: Lyn Doering
Manager (A),
Regional Partnerships
Tel: (416) 212-0549
Email: lyn.doering@ontario.ca

Attention: Raphael Costa
Manager (A), VBEC
Tel: 905-832-8526, ext. 8891
Email:
raphael.costa@vaughan.ca

- 18.2 **Notice Given.** Notice shall be deemed to have been given:
- (a) in the case of postage-prepaid mail, five (5) Business Days after a Party mails the Notice; or
 - (b) in the case of email or personal delivery, one (1) Business Day after the Notice is delivered.
- 18.3 **Postal Disruption.** Despite section 18.2(a), in the event of a postal disruption:
- (a) Notice by postage-prepaid mail shall not be deemed to be received; and
 - (b) the Party giving Notice shall provide Notice by email or by personal delivery.

**ARTICLE 19
CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

- 19.1 **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.

**ARTICLE 20
SEVERABILITY OF PROVISIONS**

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

**ARTICLE 21
WAIVER**

- 21.1 **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 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

**ARTICLE 22
INDEPENDENT PARTIES**

- 22.1 **Parties Independent.** The Recipient 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.

**ARTICLE 23
ASSIGNMENT OF AGREEMENT OR FUNDS**

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

**ARTICLE 24
GOVERNING LAW**

- 24.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties shall 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 shall be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

**ARTICLE 25
FURTHER ASSURANCES**

- 25.1 **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.

**ARTICLE 26
JOINT AND SEVERAL LIABILITY**

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

**ARTICLE 27
RIGHTS AND REMEDIES CUMULATIVE**

- 27.1 **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.

**ARTICLE 28
ACKNOWLEDGEMENT OF OTHER LEGISLATION AND DIRECTIVES**

- 28.1 **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 *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), 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 *Broader Public Sector Accountability Act, 2010* (Ontario); and
- (c) will comply with any such legislation, including directives issued thereunder, to the extent applicable.

ARTICLE 29 FAILURE TO COMPLY WITH OTHER AGREEMENTS

29.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (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.

ARTICLE 30 SCHEDULES

30.1 **Schedules.** The Agreement includes the following schedules:

Schedule “A” - Program Description and Timelines
Schedule “B” - Budget;
Schedule “C” - Payment Schedule;
Schedule “D” - Reports;
Schedule “E” - Request for Payment and Certificate;
Schedule “F” - Eligible Expenditures;
Schedule “G” - Summary of the Travel, Meal and Hospitality Expenses Directive;
Schedule “H” - Communications and Confidentiality Protocol;
Schedule “I” - Auditor’s Certificate; and
Schedule “J”- *French Language Services Act* (FLSA) Checklist.

**ARTICLE 31
ENTIRE AGREEMENT**

- 31.1 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.
- 31.2 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

**ARTICLE 32
COUNTERPARTS**

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

**ARTICLE 33
SURVIVAL**

- 33.1 **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 and any other applicable definitions, section 4.2(f), 4.7, section 5.2, section 7.1 (to the extent that the Recipient has not provided the Reports or other reports as may be requested by the Province to the satisfaction of the Province), sections 7.2, 7.3, 7.4, 7.5, 7.6, Article 8, Article 10, sections 12.2, sections 13.2, 13.3, sections 14.1, 14.2(d), (e), (f), (g) and (h), Article 16, Article 17, Article 18, Article 20, section 23.2, Article 24, Article 26, Article 27, Article 29, Article 30, Article 31, Article 33.

[remainder of page intentionally left blank]

SCHEDULE “A”

PROGRAM DESCRIPTION AND TIMELINES

A. STARTER COMPANY PLUS PROGRAM OVERVIEW

Under the Starter Company Plus Program (the “Program”), the Corporation of the City of Vaughan (the “Recipient”) will provide training, mentoring, and grant opportunities for eligible participants across Ontario to start, expand or purchase a small business.

The Program aims to address local and/or regional economic development needs, and where appropriate, focuses on specific industries and sectors.

Capitalized terms used but not defined in this Schedule “A” shall have the meanings ascribed to them in the Agreement.

B. PROGRAM OBJECTIVE

The Program will help to build a prosperous Ontario:

1. Serve entrepreneurship programming needs of Ontarians, aged 18 and older.
2. Align activities with local and/or regional needs and opportunities related to small business.
3. Generate economic results through business creation and expansion.
4. Support and strengthen main street business

C. ELIGIBILITY AND SUITABILITY

Eligibility

The Recipient will ensure that individuals applying to participate in the Program meet the following Program eligibility requirements:

- 18 years of age or older at the time of application
- proposing a new company, expansion of an existing company or buying a business in Ontario
- not attending school full time nor returning to school
- resident of Ontario
- Canadian citizen or permanent resident
- not enrolled in other provincial employment or self-employment related programs that include or do not include financial assistance
- not currently enrolled concurrently in any self-employment or entrepreneurship training/financing programs offered by government funded organizations.

Suitability

While the Starter Company Plus Program is open to all eligible individuals, entry is not automatic. The Recipient shall undertake a competitive process and evaluate each applicant in accordance with the Program and established local screening criteria. It may be that not every applicant is approved by the Recipient into the Program. As the Program aims to address local and/or regional economic development needs, the Recipient may prioritize Program participation based on specific industries and sectors.

D. PROGRAM COMPONENTS

The Recipient will carry out the following Program components at their delivery site:

1. Recipient's Delivery Focus
2. Program Intake
3. Training and Skills Development
4. Mentorship
5. Grant Financing (provincial contribution up to \$5000 as applicable)
6. Program targets

Training and mentorship participation can be interchanged as necessary to meet the needs of the Eligible Participant and their business.

1. Recipient's Delivery Focus

The Recipient's delivery of the Program will have a focus on a local and/or regional economic development need or priority that the Recipient describes as follows:

The Program will focus primarily on main street business. The Recipient will reserve a specific number of grants for specific sectors:

The Recipient will focus efforts in four areas to address specific local needs and to allow the Recipient to remain flexible. Eighty-five grants are disbursed during the Program (January 1, 2017 to March 31, 2019).

First, the Recipient allocates 26 grants and necessary program funding to a general field. This field focuses on Vaughan-based businesses, with the Program staff directly training these entrepreneurs in a consultation setting. This addresses the Recipient's need to service entrepreneurs from all sectors.

Second, the Recipient continues with its initiative entitled "*smART: Acceleration for the Creative Entrepreneur* program," piloted as part of Starter Company. Working with the York Region Arts Council YRAC, this program addresses a need to support entrepreneurs engaged in place-making. Indeed, the Recipient is building its Vaughan Metropolitan Centre (VMC), presenting opportunities for such businesses. Fifteen grants are allotted to this creative stream.

Next, the Recipient supports 15 entrepreneurs in the professional and medical services sector. These represent the Recipient's highest proportion of entrepreneurs seeking support through consultation (33%, taken together, from April to October 2016). In addition, this supports the development of demand for Vaughan's office space as the City of Vaughan continues to develop hubs like the VMC.

Finally, the Recipient trains entrepreneurs in the Smart City and Commercialization space, while providing 15 grants to these participants.

Whereas the first stream is administered at a one-to-one level, partnerships are leveraged to train and mentor participants in the second, third, and fourth streams.

2. Program Intake

The Recipient determines an applicant's eligibility and suitability for Starter Company Plus based on Program eligibility requirements and local criteria developed by the Recipient. Applicants not approved into the Program are referred to other programs and services as appropriate.

Applicants are approved based upon a decision model developed by the Recipient to rationalize access to funded services.

The Recipient will develop and manage an individual Learning Plan for each Eligible Participant based upon the participants' business needs and goals, which the Eligible Participant agrees to undertake as a condition of their participation in the Program. The Learning Plan will set out a mentorship component and/or a training and skills development component.

In addition to the foregoing, the Recipient describes its Program intake component as follows:

The Recipient assesses Program applicants in two stages:

1) All applicants complete an application form that collects and verifies all pertinent data, and explains their past professional experience. All applications are assessed by Program staff in consultation with the applicant.

Applications are filtered based on sector. If the applicant falls into the creative sector, has a smart city or tech focus, or is an entrepreneur in the professional or medical services, they are filtered to the appropriate training stream. All other applicants are trained directly by a Recipient consultant.

All applicants demonstrating a willingness to learn; presenting a reasonable business idea that represents a new venture (the **startup / expansion** of a business via new product development, or hiring or new space) and is willing to meet with Program staff on a regular basis is admitted into the Program.

2) Once applicants have completed mandatory training, they submit a business plan, financial projections, and supporting documentation demonstrating a minimum \$1,250 investment in their business. These items are assessed by a committee made up of staff from other Small Business Enterprise Centres located in York Region. Business plans and the Eligible Participant will be graded based on their:

- business / entrepreneurship background
- company's targets
- marketing and sales plan
- operating plan
- financial assumptions

Each set of criteria is assigned a weighted value. The Eligible Participant's package must receive a minimum grade of 60% from the judges in order to receive the Starter Company Plus grant.

3. Training and Skills Development

Training and skills development is intended to help Eligible Participants learn to start, expand, or purchase a business and can include a wide variety of activities such as seminars, workshops, networking events and experiential learning. Activities, developed by the Recipient can be completed in a classroom, one-on-one, or in a group setting.

The Recipient will determine the content and delivery of training and skills development activities for each Eligible Participant. The Recipient will organize, schedule, and sequence the training and skills development to meet Starter Company participants' needs in a way that is suitable for their specific industry or sector.

The training and skills development component will be completed when the Recipient deems the Eligible Participant has finished the identified training and skills development as set out in their individual Learning Plan.

In addition to the foregoing, the Recipient describes its training and skills development component as follows:

Small Business Enterprise Centres (SBECs) in the Greater Toronto Area employ three models for grant and training program delivery have emerged. When participant numbers are small enough, SBECs train and grant participants one-on-one with a small business consultant. For larger programs, SBECs contract training and business plan development to outside organizations. Others maintain training and plan development control and deliver training in cohorts. The Recipient has used the first and third models and is proposing using a mix of the one-to-one and cohort model to deliver the Program.

Learning Plan – All Eligible Participants enter into a Learning Plan with the Recipient. The Learning Plan outlines training and learning activities that the participant must complete in order to be considered “engaged” for performance reporting purposes.

All Eligible Participants receive training via one-on-one coaching, seminars, workshops, and networking sessions in:

- ideation and business viability
- business modelling and planning
- marketing and sales
- financials and accounting
- operations

Furthermore, the Recipient delivers training for the specific industry that each stream will develop. This is a model currently used by the Recipient under Ontario's Youth Jobs Strategy program Starter Company, with its *smART* program in which participants take the five business modules, as well as another four sessions geared towards sector specific topics.

The Recipient’s creative entrepreneurship stream covers topics covered by industry experts and program mentors in:

- place-making
- digital design
- public Art
- the VMC

Smart City stream participants collaborate with, and learn from volunteer industry experts and mentors on opportunities in:

- automated transportation
- Vaughan’s digital strategy
- data collection
- international commercialization

Participants in the Professional and Health Services sector are provided with sessions on:

- assessing clinic/office space
- entrepreneurial thinking
- scaling a service
- client relationship management
- Vaughan’s neighborhoods and opportunities therein

Training Delivery Schedule

Nine training sessions are delivered bi-weekly.

Stream	April 2017 – March 2018	April 2018 – March 2019
General	Ongoing	
smART (creative sector)	15 Grants – 1 training cohort	
Professional/Medical Services	15 Grants – 1 training cohort	
Smart City	15 Grants – 1 training cohort	

4. Mentorship

The Recipient shall match Eligible Participants with a designated mentor and/or a group of mentors that can provide business expertise and support to the participant. Activities include, but are not limited to, identifying challenges, working on problem solving strategies, developing networking skills, expanding contact networks and providing overall guidance.

The Recipient coordinates its own mentorship network and ensures that a sufficient number of mentors are recruited and trained to meet the needs of the Program. Starter Company participants and mentors should commit to a minimum of three (3) months of mentorship.

The mentorship component will be completed when the Recipient deems the Eligible Participant has finished the identified mentorship as set out in their individual Learning Plan.

In addition to the foregoing, the Recipient describes its mentorship component as follows:

Mentors are sourced from existing programs like Summer Company and Starter Company and through community-based partners such as the York Entrepreneurship Development Institute, the MENTORNetwork, local funding institutions and former participants in Recipient programs. The Recipient has demonstrated an ability to build and maintain a mentor pool in this fashion. For example, over the past two years the Recipient has maintained a mentorship pool of over 30 mentors to engage with participants of the Summer Company program.

The mentorship component of the Recipient's programming is in need of innovation. Traditionally, mentorship has been delivered after training is complete. However, lessons learned from the Recipient's delivery of the Summer Company program where training and mentorship overlap indicates that seminars and workshops are best learned when they are discussed in a mentorship setting and while they are still new to the participant.

As such, the Recipient requires Eligible Participants to complete half of their mentorship hours in sessions that are integrated into the 18-week training program. As many sessions are delivered by industry experts who are also mentors, these sessions can be delivered in part as training and in part as mentorship. With that said, the majority of mentorship will be conducted in a one-on-one format with volunteers from the community. Participants are not limited to one mentor. Some sessions may be facilitated by Program staff.

5. Grant Financing

Grant administration is managed and distributed by the Recipient.

Eligible Participants under the Program may be eligible to receive grant financing of up to \$5,000 in Funds under the Program to be used for the purposes of business start-up, expansion or purchasing a business in Ontario, provided that the Eligible Participant raises at least 25% of funding for their business (which may include in-kind contributions) and enters into a Starter Company Plus Grant Agreement with the Recipient (see sections 4.3(h) and 4.3(i) of the Agreement for terms and conditions related to the Starter Company Plus Grant Agreement).

The total provincial grant contribution shall not exceed \$5,000 in funds per Eligible Participant for their business. The Recipient may find funding locally to match or increase the grant amount. Under exceptional circumstances, the Recipient may waive the 25% participant funding contribution requirement.

Further conditions and the amount of the grant can be established locally by the Recipient in order to meet local or regional economic development needs.

The Recipient is responsible for creating procedures and criteria governing the operations of the grant administration role including, recruitment, conflict of interest, decision frameworks and documentation, funding, legal and taxation.

In addition to the foregoing, the Recipient describes its grant financing component as follows:

Grant Agreement

All grant recipients will enter into an agreement with the Recipient that outlines the terms and the conditions of the grant including eligible expenditures, milestones and grounds for repayment.

Eligible Participants will be eligible for up to \$5,000 of grant money.

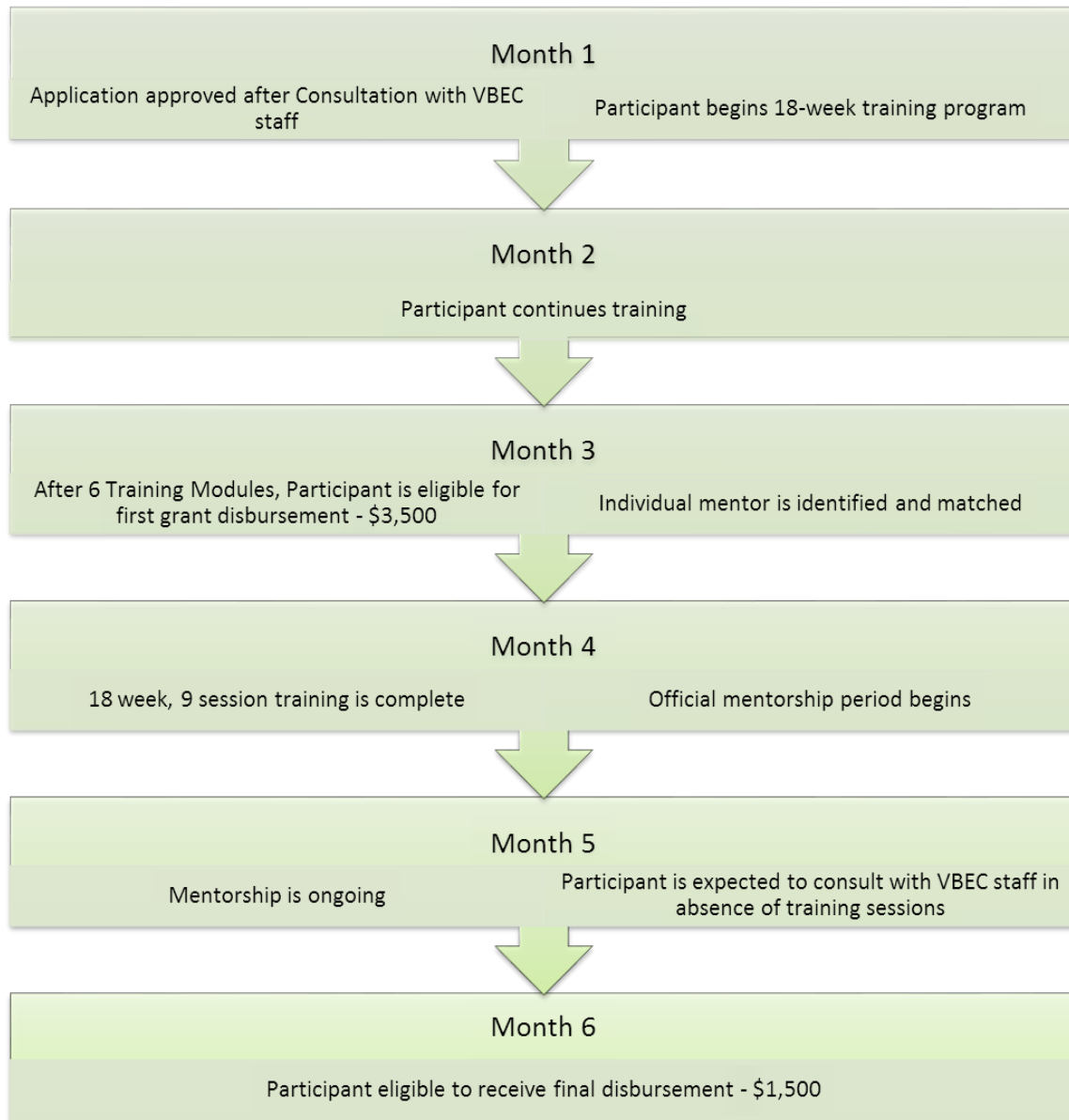
The grant is disbursed in two payments. First, up to \$3,500 is available to participants when entering the third month of the program, after completing six bi-weekly training sessions. Eligible Participants must submit:

- A business plan
- startup financials demonstrating a minimum \$1,250 investment by the participant in their business and where they plan to spend the initial disbursement
- projected cash flow and income statement for two years commencing upon receipt of the grant
- signed Starter Company Plus Grant Agreement
- supporting documentation, including business registration, proof of investment

Second, up to \$1,500 will be available after the participant completes three months of mentorship (months four to six) in which they have logged at least six hours with Recipient mentors, either one-on-one, or in group settings. In order to receive the final disbursement, the grant committee must accept the following:

- cash flow statement covering three months of mentorship
- evidence of revenue (invoices)
- receipts demonstrating how the initial \$3,500 was spent.
- activity log demonstrating an average of 35 hours per week dedicated to the business
- completed exit survey

Visual Program / Grant Financing Outline:



Recruitment

Recruitment of grant adjudicators is established. Program staff from York Region's network of SBECs collaborates to judge Eligible Participants. Grant adjudicators review grant applications and meet on a monthly basis. The Recipient shares recommended grant applications in a secure fashion. Grant adjudicators review applications, flag areas for improvement, score, and accept or return applications for further development.

Conflict of Interest

Adjudicators are not permitted to score or vote on an application package of their Eligible Participant. All conflicts of interest are declared before adjudication takes place.

Program staff is governed by the City of Vaughan's Code of Conduct which prohibits the use of City of Vaughan resources to benefit employees or their close relations.

Decision Framework and Documentation

Monthly adjudication sessions decide the quality of an application. Submissions are shared over available platforms like Google Drive. Applications are scored as described in "Program Intake."

Recipient staff maintains documentation. As municipal employees, the Municipal Freedom of Information and Privacy Protection Act (MFIPPA) bind Recipient staff. Personal information is kept in a secure location and destroyed upon completing of the program. Non-confidential information will be kept for a period of not less than seven years.

Funding

The Recipient's Finance Department will administer the grants. The Recipient will track grants manually through the Recipient's General Ledger.

Legal

The City of Vaughan's Legal Department will draft and approve a Starter Company Plus Grant Agreement that must be signed by the Eligible Participant before the receipt of grant funding.

Taxation

At present, the Recipient does not have the capacity to process T4A's for participants. Across all programs delivered by the City of Vaughan's SBEC, the Recipient estimates they will need to process between 40 and 70 T4As. This activity will be out-sourced.

6. Program Targets

The Recipient shall meet the following targets by the Program End Date as follows:

<ul style="list-style-type: none">Number of Eligible Participants engaged (training/ mentorship) <i>Number who participated in training and mentorship.</i> <i>(Participants can only be counted once, not per participation in each component)</i>	100
<ul style="list-style-type: none">Number of businesses started <i>A new business in Ontario that is in its first 12 months of operations</i>	21

<ul style="list-style-type: none"> Number of businesses expanded <p><i>Number of businesses that have hired additional employees and/or opened additional locations and/or diversified product or service offering resulting in increased revenue/expanded customer base.</i></p>	50
<ul style="list-style-type: none"> Number of businesses purchased <p><i>Number of businesses purchased.</i></p>	0
<ul style="list-style-type: none"> Dollar Value of investment leveraged <p><i>Cumulative total of dollars invested into businesses by private sources (excluding grant monies received through this program).</i></p>	\$88,750
<ul style="list-style-type: none"> Number of jobs created <p><i>Number of jobs created by the businesses.</i></p>	71
<ul style="list-style-type: none"> Number of grants issued <p><i>Number of grants awarded to Eligible Participants.</i></p>	71

Monthly Performance Indicators Reports (Enterprise Centre Reporting)

The Recipient shall report back to the Province monthly as of April 2017 through to and including April 2019 on key performance measures that include:

- Number of participants engaged (training/mentorship)
- Number of businesses started
- Number of businesses expanded
- Number of businesses purchased
- Dollar Value of investment leveraged
- Number of jobs created
- Number of grants issued

Post-Program Reporting

In addition to the key performance measures reporting by the Recipient through to and including the Program End Date, the Recipient will implement a system to continue to track progress reporting information for all Eligible Participants such as business expansion and job creation for three consecutive Funding Years following the Program End Date (see section 4.3(g) of this Agreement).

For those Eligible Participants the Recipient approves for grant financing of up to \$5000 in Funds, the Recipient will include terms related to post-Program reporting under the Starter Company Plus Grant Agreement as specified under section 4.3(i)(z) of this Agreement.

E. FUNDS FROM THE PROVINCE

The Recipient must spend Funds directly on eligible administration and operations costs of the Starter Company Plus Program and grant financing for Eligible Participants.

Program funding is subject to the Ministry receiving its annual appropriation by the Legislative Assembly for the funding year a disbursement is to be made.

F. ELIGIBLE AND INELIGIBLE EXPENDITURES

Eligible Expenditures must be directly related to the delivery of the Program and not of a nature that would have been incurred by the Recipient in the normal course of business. Documentation for all expenditures must be kept on file for audit purposes as required.

In the event of any interpretation issues regarding costs, the decision of the Province shall be final and determinative.

See Schedule “F” – Eligible Expenditures of this Agreement for further details.

G. MILESTONES AND TIMELINES

The Recipient shall carry out the Program in accordance with the following key milestones and reporting on activities and progress of the Program.

See Schedule “D” - Reports of this Agreement for further details.

Program Start Date: January 1, 2017

Program End Date: March 31, 2019

MILESTONE	TIMELINES
Program Start Date	January 1, 2017
Monthly Performance Indicators Report (in Enterprise Centre Reporting (ECR))	By the 10 th Business Day of each month as of April 2017 and to and including April 2019
<i>French Language Services Act (FLSA) Checklist (Schedule “J”) per section 2.1(f) of the Agreement</i>	By March 31 of every year during term of Agreement
Interim Report	By January 31, 2018
Final Report	By May 31, 2019
Auditor’s Certificate (Schedule “I”)	By May 31, 2019
Program End Date	March 31, 2019

SCHEDULE "B"

BUDGET

The following table details the Recipient's Budget setting out the maximum contribution by the Province per category (administration, operations, grants and revenues) to carry out the activities outlined in Schedule "A" for the term of this Agreement.

The Recipient shall not make any changes to the Budget without the prior written consent of the Province, except for certain changes that may be made in accordance with section 4.5 of the Agreement.

Starter Company Plus - Vaughan SBEC						
Expenses	Budget Forecast			Actuals		
	Cash	In-kind	Total	Cash	In-kind	Total
Program Administration						
Travel (Mileage)	\$1,000		\$ 1,000			
Professional Development (participants and staff)	\$4,000	\$2,000	\$ 6,000			\$ -
Office Supplies and Equipment	\$2,000	\$2,000	\$ 4,000			\$ -
Financial Administration	\$10,000	\$26,000	\$ 36,000			\$ -
Subtotal Program Administration	\$ 16,000	\$ 31,000	\$ 47,000	\$ -	\$ -	\$ -
Operations						
Small Business and Program Coordinator	\$78,600	\$52,400	\$ 131,000			
Small Business and Program Coordinator - 12% in lieu of vacation and benefits	\$9,432	\$6,288	\$ 15,720			
Marketing	\$21,800	\$12,150				
Program Delivery Consultants (3 Streams)	\$50,000		\$ 50,000			
Training (Speaker Fees; Participant Workbooks; Meeting Resources)	\$14,168	\$6,500	\$ 20,668			
Mentorship (Consultant; Work Kits; Mentor/Mentee Prep Sessions)	\$22,500	\$3,000	\$ 25,500			
			\$ -			
			\$ -			\$ -
			\$ -			\$ -
Subtotal Operations	\$ 196,500	\$ 80,338	\$ 276,838	\$ -	\$ -	\$ -
Grants						
Provincial Grants	\$ 355,000	\$ -	\$ 355,000	\$ -	\$ -	\$ -
Total Expenses	\$ 567,500	\$ 111,338	\$ 678,838	\$ -	\$ -	\$ -
Revenues / Resources						
City of Vaughan	\$ 7,500	\$ 111,338	\$ 118,838			\$ -
Community Sponsorships	\$ 10,000		\$ 10,000			\$ -
			\$ -			\$ -
			\$ -			\$ -
Total Revenues (excluding Ministry)	\$ 17,500	\$ 111,338	\$ 128,838	\$ -	\$ -	\$ -
Ministry Contribution	\$550,000					
Total Revenues (Including Ministry)	\$ 567,500	\$ 111,338	\$ 678,838	\$ -	\$ -	\$ -

SCHEDULE "C"

PAYMENT SCHEDULE

PAYMENT DATE OR MILESTONE	AMOUNT OF MAXIMUM FUNDS
Payment upon execution of the Agreement by both Parties, subject to receipt by the Province of the insurance certificate(s) as required under Article 11 of the Agreement	\$247,500
Payment subject to receipt and approval by the Province of the Interim Report and other applicable Reports per Schedule "D"	\$247,500
Payment subject to receipt and approval by the Province of the Final Report and other applicable Reports per Schedule "D"	\$55,000

SCHEDULE "D"

REPORTS

Name of Report	Due Date
Proof of Insurance Certificate	Upon execution of the Agreement by both parties; and annually thereafter before the start of coverage for each subsequent year during term of Agreement
Monthly Performance Indicators Report (in Enterprise Centre Reporting (ECR))	By the 10 th Business Day of each month as of April 2017 and to and including April 2019
<i>French Language Services Act (FLSA) Checklist (Schedule "J") per section 2.1(f) of the Agreement</i>	By March 31 of every year during term of Agreement
Interim Report (as described below) including: - Request for Payment and Certificate (Schedule "E")	By January 31, 2018
Final Report (as described below) including: - Request for Payment and Certificate (Schedule "E")	By May 31, 2019
Auditor's Certificate (Schedule "I")	By May 31, 2019
Such additional reports as the Province may specify from time to time	On a date or dates specified by the Province.

REPORT DETAILS

Monthly Performance Indicators Report (in ECR)

ECR is an online performance measurement database accessible by Recipients through a username and password supplied by the Province. Recipients shall report back to the Ministry monthly (by the 10th business day of each month as of April 2017 and to and including April 2019) on key performance measures including:

- Number of participants engaged (trained and/or mentored)
- Number of businesses started
- Number of businesses expanded
- Number of businesses purchased
- Dollar value of investment leveraged
- Number of jobs created
- Number of grants issued

Interim Report

The interim Report will be in a template to be provided by the Province, but must include, without limitation:

- Actual Funds spent as compared to the Budget attached as Schedule “B” to the Agreement. Any actual or anticipated variances in the Budget that comply with section 4.5 of the Agreement must be identified and reported on.
 - Any changes to the Budget other than those permitted under section 4.5 requires the prior written consent of the Province per section 4.4, evidence of which must be attached and reported on.
- A completed request for payment and certificate, certified by a senior officer of the Recipient substantially in the form set out in Schedule “E”.
- If applicable, full documentation of the competitive process used for any sub-contract for goods or services (excluding industry experts and employers that the Recipient partners with to deliver the Program) valued at \$25,000 or more.

Final Report

The final Report will be in a template to be provided by the Province, but must include, without limitation:

- Narrative Report (developed and provided by the Province)
- Actual Funds spent as compared to the Budget attached as Schedule “B” to the Agreement. Any actual variances that comply with section 4.5 of the Agreement must be identified and reported on.
 - Any changes to the Budget other than those permitted under section 4.5 requires the prior written consent of the Province per section 4.4, evidence of which must be attached and reported on.
- A completed request for payment and financial certificate, certified by a senior officer of the Recipient substantially in the form set out in Schedule “E”.
- If applicable, full documentation of the competitive process used for any sub-contract for goods or services (excluding industry experts and employers that the Recipient partners with to deliver the Program) valued at \$25,000 or more.

Auditor’s Certificate

The Recipient will provide the Province with an Auditor’s certificate by May 31, 2019 in the form of Schedule “I”.

Other Reports:

The Recipient’s Program will be monitored through an annual compliance process, which may include site compliance questionnaires and scheduled onsite visit(s).

The Province will specify the timing and content of any other reports that the Recipient may be required to submit, to the satisfaction of the Province.

SCHEDULE "E"

REQUEST FOR PAYMENT AND CERTIFICATE

Request for Funds for the period from <enter day/month/year> to <enter day/month/year>

TO: The Ministry of Economic Development and Growth

FROM: The Corporation of the City of Vaughan (the "Recipient")

RE: Agreement between the Province and the Recipient dated January 1, 2017 (the "Agreement")

A Total Approved Ministry Funding:	\$ 550,000
B Total Funds Disbursed to Date:	\$
C Maximum Eligible <Enter "Interim" or "Final"> Disbursement	\$
D Recipient Unspent Balance of Funds	-\$
E Interest Earned Since the Previous Disbursement	-\$
F Total Requested Disbursement (F=C-D-E):	\$

I, <Enter (name), (title) of senior officer> of the Recipient, on behalf of the Recipient, hereby certify that:

1. To the best of my knowledge, information and belief, and after making all appropriate examinations and enquiries, the Recipient is in compliance with the terms and conditions of the Agreement and that no material changes have been made to the Program or Budget, as such terms are defined in the Agreement;
2. On and as of the date hereof, the unspent balance of Funds for the period ending <enter day/month/year > is \$●.
3. On and as of the date hereof, the revenues and expenditures for the period ending <Enter day/month/year > are accurately reported and that all Funds were spent in accordance with the terms of the Agreement; and
4. On and as of the date hereof, the amount requested herein as an advance in Funds will be incurred on behalf of the Recipient solely for Eligible Expenditures per Schedule F.

IN WITNESS WHEREOF the undersigned has hereunto signed these presents this ● day of ●, 201●.

Per: _____
Name:
Title of Senior Officer:

SCHEDULE "F"

ELIGIBLE EXPENDITURES

Eligible Expenditures

Eligible Expenditures are actual cost outlays directly attributable to and required to implement the Program in accordance with the Agreement including the Budget, and not of a nature that such expenditures would have been incurred by the Recipient in the normal course of business.

Eligible Expenditures must have been incurred and paid by the Recipient on or after the Effective Date and to and including May 31, 2019. Eligible Expenditures must be documented through invoices, receipts and/or the Recipient's reports, acceptable to the Province, and are subject to verification by an independent auditor and therefore must be kept on file for audit purposes. Eligible Expenditures must not exceed fair market value. In the event of any interpretation issues regarding an item's eligibility or valuation, the Province has final authority.

Eligible Expenditures related to the administration of the Program shall not exceed a maximum of 10% of the overall Budget and the category for grants (up to \$5000 in Funds to approved Eligible Participants pursuant to a Starter Company Plus Grant Agreement) shall not be reduced.

Eligible Expenditures related to administration costs of the Program administration include but are not limited to:

- Travel costs to attend business meetings within Ontario related to Program administration or to attend meetings that the Province convenes or supports, all of which shall be subject to the Province's *Travel, Meal and Hospitality Expenses Directive*, as may be amended from time to time, a summary of which is contained in Schedule "G".
- Professional fees, including legal and audit fees, directly related to and required for the management of the Program or to conduct the work of the Program.
- Telecommunication fees including connectivity charges directly related to and required for the management of the Program.

Eligible Expenditures related to operations of the Program include but are not limited to:

- Training delivery and Eligible Participant support costs directly related to the development and delivery of the Program, all of which shall be subject to the Province's *Travel, Meal and Hospitality Expenses Directive* as may be amended from time to time, a summary of which is contained in Schedule "G".
- Salaries of Program staff which are pro-rated to the time spent on the delivery of the Program.
- Staff training costs directly related to delivery of the Program.
- Marketing materials and related communication costs if directly related to the Program.
- Information and marketing session costs required to attract Eligible Participants under the Program.
- Costs related to facility and equipment rental fees and utilities etc. used specifically to deliver the Program (such costs must be directly related to

Program delivery and not of a nature which the Recipient would incur in the normal course of business).

- Costs related to work performed by companies or individuals that contribute to the Program under contract. Consulting fees or other services directly related to the Program must be costed at demonstrated fair market value or less.
- Professional fees, including legal, audit and insurance fees, directly related to and required for the management of the Program or to conduct the work of the Program may be eligible. Documentation may be required. Costs not to exceed fair market value.

Eligible Expenditures that comply with the Program as described in section 4.3 and Schedule "A" of the Agreement including but not limited to:

- Eligibility and suitability requirements for Eligible Participants.
- Costs directly related to training and skills development.
- Costs directly related to mentorship.
- Costs directly related to developing a Learning Plan for each Eligible Participant
- Grant financing of up to \$5,000 in Funds from the Province for those Eligible Participants the Recipient approves, provided a Starter Company Plus Grant Agreement is entered into with the Eligible Participant.

Ineligible Expenditures include but are not limited to:

- Costs related to the development of the Program application.
- Costs not directly associated with the delivery of the Program or directly required to meet the activities of the Program.
- Costs for Program administration that exceed 10% of the Budget.
- Administrative salaries, except for project management costs covered under Program administration and Program delivery.
- Out-of-province travel costs for Program staff.
- Capital expenses, including but not limited to, land, buildings, leasehold improvements.
- Costs related to activities outside of the Program.
- Annual membership fees to associations.
- Stipends (i.e. cash allowance) for Eligible Participants.
- Costs incurred prior to the Effective Date or after May 31, 2019.
- Expenses or fees payable to organizations located outside of Ontario.
- Annual membership fees to associations.
- Debt reduction charges.
- Grant financing in excess of \$5,000 or more for any Eligible Participant.
- Cost incurred for activities that do not comply with the Program and/or help support ineligible or unsuitable participants.
- Costs incurred for activities undertaken in the normal course of business.

SCHEDULE "G"

SUMMARY OF THE TRAVEL, MEAL AND HOSPITALITY EXPENSES DIRECTIVE

TRAVEL - ALL EXPENSES MUST BE DIRECTLY RELATED TO THE PROGRAM

Airplane: Air travel is permitted if it is the most practical and economical way to travel.

- Economy (coach) class is the standard option for ticket purchase
- Please purchase your ticket as early as possible to access the most reasonable fares

Train: Travel by train is permitted when it is the most practical and economic way to travel.

- Coach class economy fare is the standard
- Please purchase your ticket as early as possible to access the most reasonable fares

Vehicle: Travel by vehicle is permitted when road transportation is the most practical, economical way to travel:

- Kilometres are claimed at \$0.40 per kilometre in the south and \$0.41 per kilometre in the north

Taxi Fares: Reimbursement of taxicab fares should be made only under the following conditions:

- When other means of transportation are not available
- When weather conditions warrant
- For health and safety considerations
- When transport of work-related baggage or parcels is required
- For group travels when cost effective
- Maximum claimable gratuity (tip) is 10%

Hotels: Reimbursement of hotel costs is permitted when these costs are the most practical, economical way to accommodate the person:

- Typically hotels costs should be for \$150/night or less – the hotel room cost should be economical for the community in which the hotel is being booked
- A basic, economical hotel room is the standard option
- Booking hotel suites or larger/more deluxe rooms should not be permitted
- When a block of hotel rooms is made available for an event, conference etc. at a reduced rate, rooms at higher rates should not be covered
- If another hotel or room is booked when a conference/event block of rooms was available, only costs up to the conference rate should be covered. It is up to the claimant to book the hotel room at the reduced rate within a reasonable timeline to get the rate.

- Hotel expenses charged should be for the hotel room alone. Phone calls, room service, internet charges, movie charges, parking, other service charges etc. should not be “bundled” into the hotel room rate. The exception being any food costs that are offered as a deal within a room rate. For example, a hotel “Bed & Breakfast” option where the cost of the room and breakfast are economical.

MEAL RATES IN CANADA INCLUDING TAXES AND GRATUITIES

- \$10.00 Breakfast
- \$12.50 Lunch
- \$22.50 Dinner

Please Note:

- When a meal is provided as part of a conference or other event, the costs of an alternative meal other than the conference or event meal should not be covered.
- No alcohol costs can be claimed and should not be covered as part of meal or travel costs.
- Reimbursement should be for restaurant/prepared food only. Groceries should not be covered.
- Room service meals while staying at a hotel should not be covered.

Submitting Claims & Records

All travel claims must be maintained for financial records by the claimant and the organization paying the travel claim:

- Claimants should submit original, itemized receipts with all claims (credit card slips are not sufficient).
- All claims should be supported by original itemized receipts. “Original itemized receipts” refers to a receipt that lists the items purchased and the individual prices for each item on the receipt.

To consult with the Province’s *Travel, Meal and Hospitality Expenses Directive*, dated January 1, 2017 as may be amended from time to time (“Travel Directive”) please see: <https://www.ontario.ca/document/travel-meal-and-hospitality-expenses-directive>

PLEASE NOTE THAT IT IS THE RECIPIENT’S RESPONSIBILITY TO ENSURE COMPLIANCE WITH THE CURRENT VERSION OF THE TRAVEL DIRECTIVE. IN THE EVENT OF ANY INCONSISTENCIES IN THE ABOVE SUMMARY AS COMPARED TO THE CURRENT VERSION, THE TRAVEL DIRECTIVE SHALL PREVAIL.

SCHEDULE "H"

COMMUNICATIONS AND CONFIDENTIALITY PROTOCOL

1. The Recipient shall advise the Province's staff (to be designated by the Province) of any upcoming (positive or negative) announcements or advertising campaigns related to the Recipient's Program activities (e.g. news release, news conference, awards, bankruptcies, etc.) and, at the Province's option, provide the Province with the opportunity to participate or be present at these announcements. The Recipient will provide the Province with at least ten (10) Business Days' prior written Notice of such announcements or advertising campaigns.
2. The Recipient shall provide to the Province, prior to release, an electronic copy of all reports, announcements, brochures, audiovisual materials, internet materials, advertising and publicity, including design or other public communication or publication.
3. The Recipient will not make any public announcement related to the Recipient's Program activities until the Province has been notified of the announcement.
4. The Recipient will respond to requests by the Province for information about any public announcement as soon as possible and in any event will provide an initial response within twenty-four (24) hours.
5. The Recipient will acknowledge that the Recipient is a member of the Ontario Network of Entrepreneurs ("ONE") by using the official ONE logo, in accordance with the ONE Brand Standards Guide provided by the Province.
6. The Recipient will include information about the Starter Company Plus Program prominently displayed on its website, including promotional material and instructions for accessing the Program, with links to websites identified by the Province.

Confidentiality

- A. The Province is subject to the *Freedom of Information and Protection of Privacy Act* (Ontario) (the "Act"). The Act provides every person with a right of access to information in the custody or under the control of the Province, subject to a limited set of exemptions. Section 17 of the Act provides a limited exemption for third party information that reveals a trade secret or scientific, commercial, technical, financial or labour relations information supplied in confidence where disclosure of the information could reasonably be expected to result in certain harms.
- B. Any trade secret or any scientific, technical, commercial, financial or labour relations information submitted to the Province in confidence should be clearly marked. The Province will provide Notice before granting access to a record that might contain information referred to in Section 17 of the Act so that the affected party may make representations to the Ministry concerning disclosure.

- C. The Recipient is advised that the names and addresses of grant recipients, the amount of grant awards, and the purpose for which grants are awarded is information to be made available to the Province upon request.

SCHEDULE "I"

AUDITOR'S CERTIFICATE

TO:

Attention:

CC: Ministry of Economic Development and Growth
Commercialization and Scale-Up Networks Branch
56 Wellesley Street West, 5th Floor
Toronto, Ontario, M7A 2E7

Attention: Manager, Regional Partnerships

RE: Agreement between Her Majesty the Queen in right of Ontario as represented by the Minister of Economic Development and Growth ("Ontario") and the Corporation of the City of Vaughan (the "Recipient") dated effective January 1, 2017 (the "Agreement")

Except as otherwise defined herein, all capitalized terms shall have the meanings given to them in the Agreement.

We have audited the accompanying Schedules (the "Schedules") which comprise a summary of the financial and program reporting provisions of the Agreement and other explanatory information, relating to the Request for Payment and Certificate dated [*insert date*] for the period [*] to [*]. The Schedules have been prepared by management of the Recipient based on the Auditor's Certificate (Schedule "I") provisions of the Agreement.

Management's Responsibility for the Schedules

Management is responsible for the preparation of the Schedules in accordance with the Final Program Report requirements of the Agreement, and for such internal control as management of the Recipient determines is necessary to enable the preparation of the Schedules that is free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on the Schedules based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the Schedules are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the Schedules.

The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misinformation of the Schedules, whether due to fraud or error. In

making those risk assessments, the auditor considers internal control relevant to the Management's preparation of the Schedules in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Recipient's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the Schedules.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the Schedules for the period ● to ● is prepared, in all material respects, in accordance with the Final Program Report provisions of the Agreement.

Basis of Accounting Restriction on Distribution and Use

Without modifying our opinion, we draw attention to the note to the Schedules, which describe the basis of accounting. The Schedules are prepared to assist the Recipient to comply with the financial and program reporting provisions of the Agreement. As a result, the Schedules may not be suitable for another purpose. Our report is intended solely for the Recipient and Ontario and should not be distributed to or used by parties other than the Recipient and Ontario.

DATED: _____

Signed
Chartered Accountant

SCHEDULE "J"

FRENCH LANGUAGE SERVICES ACT (FLSA) CHECKLIST

DATE: <enter day/month/year >

TO: The Ministry of Economic Development and Growth

FROM: The Corporation of the City of Vaughan (the "Recipient")

RE: Agreement between the Province and the Recipient dated January 1, 2017 (the "Agreement")

The FLSA checklist for the provision of services in French in areas designated under the *French Language Services Act* (Ontario) was introduced to facilitate the accountability and the active offer of services in French by the Recipient (a Small Business Enterprise Centre or SBEC).

DESIGNATED BILINGUAL AREA

YES NO

Is the SBEC located in/serving a designated bilingual area (DBA)?

SIGNAGE

Requirements:

The signage must state that French Language Services (FLS) are available.

Centres located in/serving DBAs are required to display two signs:

- 1. Reception desk (which can be the bilingual ONE banner); and*
- 2. Front door (which can be a sticker).*

YES NO

Does the SBEC have bilingual signage at the Reception Desk?

Does the SBEC have bilingual signage at the Front Door?

Does the SBEC have bilingual signage installed on the directory list / tabletop sign of the building?

Does the SBEC have promotional posters in both English and French (including electronic message boards)?

Additional Comments:

RECEPTION

Requirement: *Centres located in/serving Designated Bilingual Areas must have a reception protocol or framework or any similar mechanism to ensure effective engagement / participation of the Francophone community, including greeting participants with a bilingual greeting, such as "Bonjour, may I help you?" And continue to provide services in the language selected once the client has responded to the greeting.*

YES NO

- Does the SBEC offer choice of official languages to clients?
- Does the SBEC answer all calls in both English and French?
- Does the SBEC without centralized reception-train all staff to use a bilingual greeting? If a response is received in French, the staff should respond with "Un moment s.v.p." while they call or find a bilingual clerk to assist the client.
- Does the SBEC have a back-up plan and resources to ensure continuity of services?

Additional Comments:

VOICEMAIL

Requirement: Centres located in/serving DBAs must have bilingual voicemail.

YES NO

- Does the SBEC have bilingual voicemail?
- Does the voicemail provide the name of a bilingual consultant?

Additional Comments:

CONSULTATION

Requirement: Centres located in/serving DBAs must have a consultation protocol or framework or any similar mechanism to ensure effective engagement / participation of the Francophone community.

YES NO

- Does the SBEC offer access to bilingual consultations?
- Does the SBEC provide access to bilingual consultations in-house?
- Does the SBEC use the services of the Canada Business Ontario (CBO)?
- Does the SBEC use the services of another bilingual ONE member?
- Does the SBEC use the services of a 3rd party?

Additional Comments:

WEBSITE

Requirement: Centres located in/serving DBAs must have a website that provides clear information about the availability of FLS, and how and where FLS can be obtained.

All information on the internet regarding services offered in French is considered information to the public and must be provided in English and French (**GUIDING PRINCIPLES**)

YES NO

- Does the SBEC have a website that clearly indicate information about FLS services availability and how to access them? Are the descriptions of the services available in French? ?
- Does the SBEC provide the name of a bilingual contact on the website?
- Is the information posted on the web site of the SBEC regarding the ministry program provided in both English and French?

Additional Comments:

MATERIALS (FORMS/PAMPHLETS/PUBLICATIONS/BROCHURES)

Requirement: All material regarding services offered in French displayed and provided at service locations in Centres located in/serving DBAs must be bilingual or available in both English and French (GUIDING PRINCIPLE)

YES NO

- Is the material regarding services offered in French is available in both English and French?

Additional Comments:

OTHER

Requirement: Centres located in/serving DBAs must have a FLS framework or any similar mechanism to ensure quality services in French (GUIDING PRINCIPLE).

YES NO

- Does the SBEC answer all French correspondence (letters and emails) received in French in French?
- Does the SBEC use the services of professional translators to ensure quality translations
- Does the SBEC provide services at the advanced or superior level of French proficiency?
- Does the SBEC ensure that staff and management receive training/orientation on FLS legislation and requirements?

Additional Comments:

I hereby confirm that the above is accurate and true as of: _____

Print name:

Signature: