

Agenda Including Addeds

Community and Protective Services Committee

The 3rd Meeting of the Community and Protective Services Committee

January 29, 2024

1:00 PM

Council Chambers - Please check the City website for additional meeting detail information. Meetings can be viewed via live-streaming on YouTube and the City Website.

The City of London is situated on the traditional lands of the Anishinaabek (AUh-nish-in-ah-bek), Haudenosaunee (Ho-den-no-show-nee), Lūnaapéewak (Len-ah-pay-wuk) and Attawandaron (Add-a-won-da-run).

We honour and respect the history, languages and culture of the diverse Indigenous people who call this territory home. The City of London is currently home to many First Nations, Métis and Inuit today.

As representatives of the people of the City of London, we are grateful to have the opportunity to work and live in this territory.

Members

Councillors E. Pelozza (Chair), H. McAlister, J. Pribil, S. Trosow, D. Ferreira

The City of London is committed to making every effort to provide alternate formats and communication supports for meetings upon request. To make a request specific to this meeting, please contact CPSC@london.ca or 519-661-2489 ext. 2425.

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Report to Community and Protective Services Committee

To: Chair and Members
Community and Protective Services Committee

From: Cheryl Smith
Deputy City Manager, Neighbourhood and Community-Wide Services

Subject: Grand Theatre 2024 – 2027 Multi-Year Grant Agreement

Date: January 29, 2024

Recommendation

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the Grand Theatre 2024 – 2027 Multi-Year Grant Agreement;

- a) the proposed by-law as appended to the staff report dated January 29, 2024, as Appendix A **BE INTRODUCED** at the Municipal Council meeting to be held on February 13, 2024;
- b) the 2024 – 2027 Multi-Year Grant Agreement with the Grand Theatre **BE APPROVED**;
- c) the Mayor and City Clerk **BE AUTHORIZED** to execute the Grant Agreement;
- d) the Deputy City Manager, Neighbourhood and Community-Wide Services, or their written designates, **BE AUTHORIZED** to act as the City Representative for the purposes of the Grant Agreement;
- e) the Deputy City Manager, Neighbourhood and Community-Wide Services, or their written designates, **BE DELEGATED AUTHORITY** to amend the Grant Agreement with respect to the total maximum amount of the City's contribution toward the Funded Activity under this Agreement as approved by Municipal Council; and
- f) that the Grand Theatre 2024 – 2027 Multi-Year Grant Agreement report **BE RECEIVED**.

Executive Summary

This report seeks Council approval to renew the Grand Theatre 2024 – 2027 Multi-Year Grant Agreement, as the previous Multi-Year Grant Agreement with Grand Theatre expired on December 31, 2023. It is proposed that the term of this new Multi-Year Grant Agreement commence on January 1, 2024, and end on December 31, 2027. Funding for this Agreement is contained within the Arts, Culture, Advisory and Funding (Neighbourhood and Community-Wide Services) base budget.

Linkage to the Corporate Strategic Plan

The Grand Theatre Grant Agreement is aligned with the following strategic areas of focus in the City of London Strategic Plan 2023 – 2027:

Reconciliation, Equity, Accessibility, and Inclusion

- Equity-denied groups come to London and choose to stay in the community; support the community in attracting, integrating, and retaining new Londoners through education, celebration, employment, and other actions.

Wellbeing and Safety

- Londoners have a strong sense of belonging and place; create cultural opportunities that reflect the arts, heritage, and diversity of the community.
- Londoners have safe access to public spaces, services, and supports that increase wellbeing and quality of life; deliver programs and activities that foster improved physical, mental, and social wellbeing.

Economic Growth, Culture, and Prosperity

- Small and growing businesses, entrepreneurs and non-profits are supported to be successful; strengthen existing and introduce new partnerships and programs that support small and growing businesses, cultural and non-profit organizations, and entrepreneurs.
- London is an UNESCO City of Music and is recognized as a centre for arts, sport, and culture; implement the UNESCO four-year action plan. Use existing assets in creative ways, and evaluate opportunities for new assets, that support London's profile as a destination for arts, culture, sport, and recreation.
- Londoners have more opportunities to engage in diverse arts and music events; provide professional development, mentorship, networking, and collaboration opportunities for individuals working in the arts and culture sector.
- Increased opportunities for performances or displays; nurture, incubate and provide more job opportunities for arts and culture talent. Provide more opportunities for artists and creators to perform and exhibit at diverse events and activations.
- More activities and events in the Core Area, offering diverse and inclusive experiences; provide arts, culture, music, sport and recreation events and activations for residents and visitors year-round.

Analysis

1.0 Background Information

The Grand Theatre is an incorporated non-profit organization with its own Board of Directors that manages its operations independent of the City of London. Grand Theatre is one of only 13 large size "Category A" professional theatres in all of Canada. It owns Grand Theatre lands, which includes an 839-seat theatre building. Grand Theatre puts on approximately 15 productions with 210 performances, and throughout each year the theatre season hosts over 100,000 visitors. The 2022/2023 year was the Grand's "return season" – a return to a full slate of productions, a return to season ticket sales, a return to large cast productions, and a return to 100% capacity – for the first time following the pandemic.

The Grand Theatre operates with operating revenues over \$5 million and has received funding support from the City of London for many decades. On October 27, 2015, Council approved the elimination of the Community Arts Investment Program (CAIP) Category 1 granting, and annual funding of \$500,000 to the Grand Theatre was continued through a separate multi-year (2016 – 2018) operational Agreement with Culture Services.

Together through this Agreement, Civic Administration and the Grand Theatre will work toward implementing arts and culture outcomes of the City's Strategic Plan and London's Cultural Prosperity Plan.

1.1 Previous Reports Related to this Matter:

- CAIP Policy, June 2000
- CAIP Policy Update, February 9, 2009
- Strategic Funding Framework for Council Directed Funding to Non-profit Organizations, May 23, 2012
- [City of London Community Arts Investment Program Category #1 Policy Amendment](#) (IEPC: December 2, 2013)
- [Community Arts Investment Program \(CAIP\) Policy and Funding Amendment](#) (SPPC: October 26, 2015)
- Grand Theatre Multi-Year Operating Agreement, October 27, 2015
- [Grand Theatre Grant Agreement 2019 – 2023](#) (CPSC: March 19, 2019)

2.0 Key Issues and Considerations

2.1 Grand Theatre Proposed Multi-Year Grant Agreement Updates

The following updates from the previous Multi-Year Grant Agreement have been made to this proposed Grand Theatre (2024 – 2027) Multi-Year Grant Agreement attached as Schedule ‘1’ to Appendix A to this report:

Proposed Update	Rationale Summary
<u>Term of Agreement:</u> Clause 2.1 The Agreement shall commence on the Funded Activity on January 1, 2024, and shall terminate on December 31, 2027.	Housekeeping update of the term of the Agreement.
<u>Insurance:</u> Clause 12.1 Throughout the term of this Agreement, the Recipient agrees to obtain and maintain at its sole expense: (a) Comprehensive general liability insurance on an occurrence basis for an amount of not less than Five Million Dollars (\$5,000,000).	Housekeeping update that raises the comprehensive general liability insurance from \$2M to \$5M.
Schedule A Clause 5.1(a) Outcome reporting shall include the Recipient’s previous performance season’s cultural initiatives to support the implementation of <u>the City’s Strategic Plan</u> and London’s Cultural Prosperity Plan.	A reference to the City’s Strategic Plan was added to the outcome reporting.
Schedule A Clause 5.1(b) Annual Report for previous performance season audited financial statements and first quarter monitory report – <u>due December 30</u>	Housekeeping update to modify the Annual Report and audited financial statements due date from November to December.
Schedule B Financial Provisions: 1.1 <u>The total maximum amount</u> of the City’s contribution towards the Funded Activity under this Agreement is \$500,000 per year in each year during the term or otherwise approved by the Deputy City Manager, Neighbourhood and Community-Wide Services (NCWS).	Recommendation (b) of this report was added to delegate authority to the Deputy City Manager, NCWS to approve and execute any future amendments to this Multi-Year Grant Agreement.
Schedule B Financial Provisions: Clause 2.2(a) The sum of <u>\$250,000 will be paid</u> by the City to the Recipient within thirty (30) days of the City of London <u>budget approval in each year</u> during the term of this Agreement.	Housekeeping update to align the payment timing with annual budget approval.

3.0 Financial Impact/Considerations

Funding for this Agreement is contained within the Arts, Culture, Advisory and Funding (Neighbourhood and Community-Wide Services) base budget.

It is proposed that the annual disbursement of the multi-year grant funding for years 2024 - 2027 will be paid upon the following triggering events occurring:

- i. the sum of \$250,000 will be paid by the City to the Recipient within thirty (30) days of the approval of the annual operating budget;
- ii. the sum of \$125,000 will be paid by the City to the Recipient within thirty (30) days of receipt of the Mid-Year Report satisfactory to the City;
- iii. the sum of \$125,000 will be paid by the City to the Recipient within thirty (30) days of receipt of the audited financial statement due in December to the satisfaction of the City.

Conclusion

Grand Theatre makes a significant contribution to the economy of London and the stability of the organization is vital to London's culture and economy. Grand Theatre requires multi-year funding to enable it to continue to provide top quality programming and to be able to leverage funding from other levels of government. This municipal funding provides stability for performances, the revenues from which can fluctuate significantly from year to year.

Together through this proposed updated Multi-Year Grant Agreement Civic Administration and the Grand Theatre will work toward implementing the culture outcomes of the City's Strategic Plan and London's Cultural Prosperity Plan.

This Grand Theatre Multi-Year Grant Agreement has been reviewed with the assistance of Legal Services, Finance Supports and Risk Management.

Prepared by: Robin Armistead, Manager, Culture Services

Recommended by: Cheryl Smith, Deputy City Manager, Neighbourhood and Community-Wide Services

cc: Evan Klaasen, Executive Director, Grand Theatre

Appendix A: Grand Theatre 2024-2027 Multi-Year Grant By-law

Bill No.

By-law No.

A by-law to approve the Grant Agreement between The Corporation of the City of London and Grand Theatre; and to authorize the Mayor and the City Clerk to execute the Agreement.

WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS Grand Theatre is a non-share corporation;

AND WHEREAS section 107 of the *Municipal Act, 2001* provides that, subject to section 106, a municipality may make grants, on such terms as to security and otherwise as the council considers appropriate, to any person, group or body, for any purpose that council considers to be in the interests of the municipality;

AND WHEREAS Municipal Council considers it to be in the interests of the municipality to provide a grant to Grand Theatre as provided in the attached Grant Agreement;

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

1. The Agreement attached as Schedule “A” to this by-law between The Corporation of the City of London and Grand Theatre (the “Grant Agreement”) setting out the terms and conditions of the City’s grant of funds to Grand Theatre is approved.
2. The Mayor and Clerk are authorized to execute the Grant Agreement approved under section 1 of this by-law.
3. The Deputy City Manager, Neighbourhood and Community-Wide Services, or their written designate, is delegated the authority to act as the City Representative for the purposes of the Grant Agreement.
4. The Deputy City Manager, Neighbourhood and Community-Wide Services, or their written designate, is delegated the authority to amend the Grant Agreement with respect to the total maximum amount of the City’s contribution towards the Funded Activity under the Grant Agreement.
5. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council February 13, 2024

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First reading -
Second reading –
Third reading –

Schedule 1

Grant Agreement

THIS AGREEMENT with effect as of January 1, 2024

Between

The Corporation of the City of London
(the "City")

-and-

Grand Theatre

WHEREAS s. 107 of the *Municipal Act, 2001*, S.O. 2001, c. 25, provides that a municipality may make grants, on such terms and conditions as to security and otherwise as the council considers appropriate, to any person, group, or body, including a fund, within or outside the boundaries of the municipality for any purpose that council considers to be in the interests of the municipality;

AND WHEREAS the Recipient has requested from the City a grant to assist the Recipient in the Recipient's activities as described in **Schedule A** ("the Funded Activity");

AND WHEREAS City Council approved that a grant be made to the Recipient in connection with the Recipient's activities upon such terms and conditions as are more particularly described in this Agreement;

NOW THEREFORE in consideration of the mutual covenants and other terms and conditions in this Agreement, the parties agree each with the other as follows:

1. Definitions & Schedules

1.1 Definitions

In this Agreement, the following definitions apply:

"**City Representative**" means an individual delegated by by-law to act as City Representative for the purposes of this Agreement;

"**Eligible Expenditures**" means the expenditures that are listed in compliance with the terms and conditions set out in **Schedule B**;

1.2 Schedules Forming Part of Agreement

The following Schedules, form part of this Agreement:

Schedule A: Description of the Funded Activity

Schedule B: The Financial Provisions

and the parties agree that all references in this Agreement to "this Agreement" shall be deemed to include such Schedules.

2. Term

2.1 The Agreement shall commence on the Funded Activity on January 1, 2024, and shall terminate on December 31, 2027, the Funded Activity End Date as set out in **Schedule A** ("the Term") or shall terminate on such earlier date as set out in this Agreement.

3. Grant

3.1 (a) Subject to the terms and conditions of this Agreement, the City shall make a grant to the Recipient as set out in **Schedule B**, which amount shall be payable as set out in **Schedule B**.

4. Use of Grant

4.1 The Recipient covenants and agrees that the Recipient shall use the grant solely for the purpose of paying the Eligible Expenditures in connection with the Funded Activity and for no other purpose.

5. Repayment of Grant

5.1 The City, in its sole discretion, may require the Recipient to repay to the City some or all of the grant based upon the City's assessment of the current year's final audited statement provided to the City under this Agreement.

5.2 If the Recipient uses some or all of the grant funds for purposes other than Eligible Expenditures, the Recipient covenants and agrees that it shall return such funds to the City immediately upon written demand of the City Representative.

5.3 The Recipient shall return all unexpended grant funds to the City within ninety (90) days of the end of the Term, unless the City Representative has given prior written approval for such grant funds to be spent on a specific program or activity.

6. Reports

6.1 The Recipient shall submit the reports as set out in **Schedule A**, on or before the date set out in **Schedule A** to the City Representative in a form and content satisfactory to the City Representative.

7. Right of Audit

- 7.1 (a) The City auditor or anyone designated in writing by the City auditor or the City Representative may audit and inspect accounts, records, receipts, vouchers, and other documents relating to the grant funds and shall have the right to make copies thereof and take extracts. For the purposes of this clause, audit includes any type of audit.
- (b) The Recipient shall make available all facilities, physical and otherwise, for such audits and inspections and shall furnish the City and its authorized representatives with all such information as it, or they, may from time to time require with reference to such accounts, records, receipts, vouchers, and other documents.
- (c) The Recipient shall cause all such accounts, records, receipts, vouchers, and other documents required under this clause, to be preserved and kept available for audit and inspection at any reasonable time, and from time to time, until the expiration of seven years from the date of disbursement of the grant under this Agreement, or until the expiration of such lesser or greater period of time as shall be approved in writing by the City Representative.

8. Official Notification

8.1 (a) Any notice required or permitted to be given under this Agreement shall be given or provided by personal delivery, mail, courier service, or fax at the postal address or fax number, as the case may be, of the receiving party as set out below:

The City
City Clerk
300 Dufferin Avenue
London, Ontario N6A 4L9
Fax #: 519 661-5920

The Recipient
As set out in **Schedule A**

- (b) Any notice that is delivered personally or by courier service shall be deemed to have been received upon delivery, or if sent by mail five working days after the date of mailing, or in the case of fax, one working day after they are sent.
- (c) Either party to this Agreement may, at any time, give notice under this section to the other of a change of address and thereafter such changed address shall be substituted for the previous address set out in subsection (a).

9. Informing the Public of the City's Contribution

- 9.1 (a) The Recipient acknowledges that the City may publicize the name of the Recipient, the amount of the grant and the nature of the activity supported under this Agreement.
- (b) The Recipient shall acknowledge the support of the City under this Agreement in all its primary marketing and promotional materials.

10. Termination

Termination Without Default

10.1 Despite any other provisions in this Agreement, the City may terminate this Agreement for any reason, effective upon the giving of fifteen (15) days' prior written notice to the Recipient. Upon termination, the Recipient agrees to pay the City any unused portion of the grant funds.

Termination Where Default

10.2 The following constitute events of default, the proof of which to the contrary lies upon the Recipient:

- (a) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time being enforced relating to bankrupt or insolvent debtors;
- (b) an order is made or resolution passed for winding up or for the dissolution of
- (c) the Recipient or it is dissolved;
- (d) the Recipient ceases actual bona fide operation for a period of thirty (30) days;
- (e) the Recipient has knowingly submitted false or misleading information to the City;
- (f) the Recipient is in breach of the performance of, or compliance with, any term, condition or obligation on its part to be observed or performed under this Agreement;
- (g) the Recipient refuses or neglects to comply with any reasonable requirement from the City Representative which he or she is entitled to stipulate under this Agreement;
- (h) the Recipient assigns or transfers or attempts to assign or transfer this Agreement; or
- (i) the Recipient ceases to be a non-share capital, non-profit corporation accorded charitable status by the Canada Revenue Agency.

10.3 If an event of default occurs, all of the grant funds paid in the calendar year in which the default occurs and any grant funds advanced thereafter shall be deemed to be a loan and all such funds shall be immediately due and payable in full upon the written demand of the City Representative. The City reserves the right to demand interest on any amount owing by the Recipient at the then current rate charged by the City on accounts receivable.

10.4 If an event of default occurs, the City may, at any time, take one or more of the following actions in addition to any other remedy that may be available to it:

- (a) provide the Recipient with an opportunity to remedy the event of default;
- (b) terminate this Agreement at any time, including immediately, upon the City Representative giving written notice to the Recipient.

10.5 If under section 10.4 the City has provided the Recipient with an opportunity to remedy the event of default and the Recipient does not remedy the event of default within the time specified by the City in the notice, the City may in its sole discretion extend the notice period or terminate this Agreement.

10.6 Where the City has terminated this Agreement, the City shall have no further responsibility or liability under this Agreement and any termination by the City shall be without compensation, penalty or liability on the part of the City, and shall be without prejudice to any of the City's legal or equitable rights or remedies.

10.7 The Recipient acknowledges and agrees that the provisions in this Part 10 are for the sole benefit of the City and may be waived in whole or in part by the City Representative at any time.

11. Indemnity

11.1 The Recipient shall indemnify and save the City, its officers, directors, employees, agents and/or councillors, harmless from and against all claims, actions, losses, expenses, costs or damages of every nature and kind that the City may suffer, caused or alleged to be caused by any willful or negligent act, omission or delay on the part of the Recipient or its officers, directors, employees, contractors or agents,

in connection with anything purported to be or required to be done by the Recipient in connection with this Agreement or the Funded Activity.

12. Insurance

12.1 Throughout the term of this Agreement, the Recipient agrees to obtain and maintain at its sole expense:

- (a) Comprehensive general liability insurance on an occurrence basis for an amount of not less than Five Million Dollars (\$5,000,000.00) and shall include the City as an additional insured to cover any liability resulting from anything done or omitted by the Recipient or its employees, or agents, in carrying out the Funded Activity, such policy to include non-owned automobile liability, personal liability, personal injury, broad form property damage, contractual liability, owners' and contractor's protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses. The Recipient shall submit a completed standard Insurance Certificate (Form #0788).
- (b) In addition, the Recipient shall furnish the City with a Blanket Position Policy or equivalent Fidelity Bond in an amount not less than the maximum single payment amount or fifty percent (50%) of the City's contribution of this grant; whichever is greater, to a maximum of One Hundred Thousand Dollars (\$100,000). The City shall be shown on the Policy as a named Obligee as their interest may appear with respect to any loss or misuse of funds held by the Recipient as described in this Agreement.
- (c) The City reserves the right to request such higher limits of insurance or other types of policies appropriate to this Agreement as it may reasonably require.
- (d) Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement.
- (e) On the signing of this Agreement and within thirty (30) days after any subsequent change or renewal of its insurance coverage, the Recipient shall provide the City with evidence that it has obtained the insurance coverage required under this section. The Recipient shall notify the City forthwith of any lapse, cancellation or termination of any such insurance coverage.

13. Services to Vulnerable Populations

13.1 The Recipient shall ensure that where services are provided to vulnerable populations, it obtains a Police Vulnerable Sector Check (PVSC) for all employees, Board Members, volunteers and students providing these services. Failure to do so may result in immediate termination of this Agreement.

13.2 Where the Recipient provides services to vulnerable populations, it shall ensure it has appropriate policies and procedures in place with respect to providing services to those vulnerable populations including but not limited to Criminal Offence Discretion, Serious Occurrence Reporting, Orientation and Training, Fire Safety and Emergency Information.

14. Compliance with Laws

14.1 The Recipient shall carry out the Funded Activity in compliance with all applicable federal, provincial and municipal laws, by-laws, policies, guidelines, rules and regulations. The Recipient shall obtain, prior to the commencement of the Funded Activity, all permits, licenses, consents and other authorizations that are necessary to the carrying out of the Funded Activity.

15. *Municipal Freedom of Information and Protection of Privacy Act and the Municipal Act, 2001*

15.1 The Recipient acknowledges that all records in the City's custody or control (including any records provided by the Recipient to the City) are subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, and such records may be disclosed by the City to the public upon request under that Act. The Recipient further acknowledges that pursuant to the *Municipal Act, 2001*, the proceedings of City Council are matters of public record. The Recipient acknowledges that the City does not make any covenants with respect to maintaining the confidentiality of any records the Recipient provides to the City.

16. Assignment

16.1 The Recipient shall not assign this Agreement or any interest in this Agreement without the prior written consent of the City.

17. Relationship Between the Parties

17.1 The Recipient is not in any way authorized to make a promise, Agreement or contract on behalf of the City. This Agreement is a funding Agreement only, not a contract for services or a contract of service or employment. The City's responsibilities are limited to providing financial assistance to the Recipient towards the Eligible Expenditures. The parties hereto declare that nothing in this Agreement shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Recipient shall not represent itself as an agent, employee or partner of the City.

18. Entire Agreement

18.1 This Agreement constitutes the entire Agreement between the parties and supersedes all prior Agreements, arrangements, letters of intent, understandings, negotiations and discussions, whether oral or written, of the parties pertaining to the Funded Activity. The Recipient acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions.

19. Waiver

19.1 Failure by either party to exercise any of its rights, powers or remedies shall not constitute a waiver of those rights, powers or remedies.

20. Circumstances Beyond the Control of Either Party

20.1 Neither party shall be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the parties including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other insurrection, lawful act of public authority, or delay or default caused by a common carrier that cannot be reasonably foreseen or provided against.

21. Governing Law

21.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

22. Headings

22.1 Descriptive headings are inserted solely for convenience of reference, do not form part of this Agreement and are not to be used as an aid in the interpretation of this Agreement.

23. Canadian Currency

23.1 Any reference to currency is to Canadian currency and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.

24. Other Agreements

24.1 If the Recipient:

- (a) has failed to comply (a "Failure") with any term, condition or obligation under any other Agreement with the City;
- (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 City may suspend the payment of the grant for such period as the City determines appropriate or terminate this Agreement at any time, including immediately, upon giving written notice to the Recipient.

25. Execution of Agreement.

25.1 The Recipient represents and warrants that:

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

26. Survival

26.1 The following provisions and any applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of seven (7) years from the date of expiry or other termination of this Agreement: Section 1 and any other applicable definitions, Section 5, Section 6, Section 7, Section 8, Section 10.4, Section 11, Sections 18 to 26 inclusive and, Schedule "A".

27. Payment of Grant is Subject to City Budget Approval

27.1 Any payment under this Agreement is subject to the approval by City Council for the fiscal year in which the payment is to be made.

IN WITNESS WHEREOF the parties to this Agreement have set their hands and seals:
SIGNED SEALED AND DELIVERED

THE CORPORATION OF THE CITY OF LONDON

Date: _____
_____ Josh Morgan, Mayor

Date: _____
_____ Michael Schulthess, City Clerk

Grand Theatre

Date: _____
_____ (Signature)

_____ (Print Name)

_____ (Print Title)

I/We have authority to bind the Corporation.

SCHEDULE A – Operating-Grant
THE FUNDED ACTIVITY

1. Full Legal Name of Recipient: Grand Theatre

Address for Service of Notice: 471 Richmond Street, London, ON N6A 3E4

Primary Contact Name: Executive Director, Evan Klaasen

Phone #: 519 672-9030 ext.255

Fax #: 519 672-2620 E-mail: eklaasen@grandtheatre.com

2. Funded Activity Start Date (date for which funding will be commenced): January 1, 2024

3. Funded Activity End Date (date for which funding will end subject to budget approval noted in Clause 27 of this Agreement): December 31, 2027

4. FUNDED ACTIVITY DESCRIPTION:

4.1 Operating financial assistance to the Recipient to be used solely by the Recipient for the purposes of its objects as set out in its Articles of Incorporation as follows:

4.1(a) To present and assist in the presentation of high calibre live theatre principally in the City of London and district.

4.1(b) To provide an opportunity for professional and non-professional directors, performers, playwrights, costume and set designers, stage managers and production technicians to develop their skills in the Theatre.

4.1(c) To give active assistance to other dramatic and cultural groups in the community and area and to actually co-operate with other theatres and with regional and national theatre groups.

4.1(d) To foster when appropriate any opportunities to work in the fields of radio, television and film.

4.1(e) To collect money by way of donations or otherwise to accept gifts, legacies, devises and bequests and to hold, invest, expend or deal with the same in furtherance of the objects of the Corporation.

5. REPORTING

5.1 The Recipient shall provide the following reports to the City Representative, on or before the dates set out below, or on such other date as agreed to in writing by the City Representative:

5.1(a) Mid-Year Report (for April – August 31) due September 30; to include:

5.1(a)(i) Outcome Reporting – mid-year report highlighting April 1 to August 31 outcomes. Outcome reporting shall include the Recipient's previous performance season's cultural initiatives to support the implementation of the City's Strategic Plan and London's Cultural Prosperity Plan.

5.1(a)(ii) Financial Reporting – Mid-year financial monitoring through review of an un-audited financial statement to June 30; and

5.1(b) Annual Report for Previous Performance Season, Audited Financial Statement and First Quarter Monitoring Report – due December 30; to include:

5.1(b)(i) Audited Financial Statement to be signed by the Recipient's auditor.

5.1(b)(ii) First Quarter Financial Monitoring Report includes July, August and

September revenue and expenditure statement to be signed by the Recipient Board Chair or Treasurer of the Board and authorized employee of the Recipient; and

5.1(c) Second Quarter Financial Monitoring Report – due February 28; to include:

5.1(c) (i) Financial Reporting – 2nd quarter financial monitoring includes October, November and December revenue and expenditure statement; to be signed by the Recipient Board Chair or Treasurer of the Board and authorized employee of the Recipient.

SCHEDULE B FINANCIAL PROVISIONS

1. Maximum Contribution of the City

1.1 The total maximum amount of the City's contribution towards the Funded Activity under this Agreement is \$500,000 per year in each year during the Term or as otherwise approved by the Deputy City Manager, Neighbourhood and Community-Wide Services.

2. Disbursement of Grants

2.1 Subject to City of London budget approval and the Recipient's compliance with the provisions of this Agreement, the grant funds shall be disbursed to the Recipient annually over the Term of this Agreement, as set out below.

2.2 The following portions of the grant will be paid upon the following triggering events occurring:

2.2(a) The sum of \$250,000 will be paid by the City to the Recipient within thirty (30) days of the City of London budget approval in each year during the term of this Agreement;

2.2(b) The sum of \$125,000 will be paid by the City to the Recipient within thirty (30) days of receipt of the Mid-year Report, satisfactory to the City;

2.2(c) The sum of \$125,000 will be paid by the City to the Recipient within thirty (30) days of receipt of the audited financial statement due in December of each year, satisfactory of the City.

3. ELIGIBLE EXPENDITURES

3.1 Funded Activity Budget

Eligible Expenditures include the Recipient's operating expenditures, including, but not limited to, operating expenditures in the following categories and subject to the conditions and restrictions in section 3.2 below:

- i) Production
- ii) Administration
- iii) Marketing
- iv) Development and Special Projects
- v) Operations
- vi) Box Office and Systems

3.2 Conditions Governing Eligible Expenditures

Eligible Expenditures are subject to the following conditions and restrictions:

- (a) expenditures must be incurred during the fiscal year of each of the multi-year Agreement years;
- (b) expenditures must, in the sole opinion of the City, be reasonable;
- (c) the portion of the cost of any goods and services purchased by the Recipient for which the Recipient may claim a tax credit or reimbursement are not eligible;
- (d) depreciation of capital assets is not eligible;
- (e) fines and penalties are not eligible;
- (f) the cost of alcoholic beverages or travel expenses are not eligible.

4. TERMS OF PAYMENT

4.1 Subject to Schedule B Section 2 Disbursement of Grants and Section 3

Eligible Expenditures, the City will make payment of the grant funds by way of advance payments. Each payment shall cover a specific period as set out in paragraph 2.0 of **Schedule B** (hereinafter referred to as the "Payment Period") from the start to the end of the Term.

- 4.2 Each advance shall cover the Recipient's estimated financial requirements for each Payment Period. Such estimate shall be based upon a cash flow forecast that, in the sole opinion of the City Representative, is reliable and up-to-date.
- 4.3 If the amount of an advance payment for a Payment Period exceeds the actual amount of Eligible Expenditures incurred by the Recipient during the Payment Period, the City reserves the right to deduct the excess amount from any subsequent advance payment to be made under this Agreement, or to require repayment of that part of the grant funds.
- 4.4 The City may withhold any payment due to the Recipient under this Agreement if any one or more of the following occur:
 - (a) if the Recipient has failed to submit when due any report required by the City under this Agreement;
 - (b) if the Recipient has budgeted on a deficit basis or is operating on a deficit basis;
 - (c) pending the completion of an audit of the Recipient's books and records, should the City decide to undertake such an audit;
 - (d) if the Recipient is not in compliance with any applicable laws, regulations, by-laws, Council Policies, or if applicable the vulnerable populations requirements;
 - (e) in the event that an audit of the Recipient's books and records indicates mismanagement or use of funds, in the sole opinion of the City Representative; or,
 - (f) the Recipient is in breach of the performance of, or compliance with, any term, condition or obligation on its part to be observed or performed under this Agreement.

Report to Community and Protective Services Committee

To: Chair and Members
Community and Protective Services Committee

From: Cheryl Smith
Deputy City Manager, Neighbourhood and Community-Wide Services

Subject: The London Arts Council 2024-2027 Multi-Year Agreement

Date: January 29, 2024

Recommendation

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the London Arts Council 2024 – 2027 Multi-Year Agreement;

- a) the proposed by-law as appended to the staff report dated January 29, 2024, as Appendix “A” **BE INTRODUCED** at the Municipal Council meeting to be held on February 13, 2024;
- b) the 2024 – 2027 Multi-Year Purchase of Service Agreement with the London Arts Council **BE APPROVED**;
- c) the Mayor and City Clerk **BE AUTHORIZED** to execute the Purchase of Service Agreement;
- d) the Deputy City Manager, Neighbourhood and Community-Wide Services, or their written designates, **BE AUTHORIZED** to act as the City Representative for the purposes of the Purchase of Service Agreement;
- e) the Deputy City Manager, Neighbourhood and Community-Wide Services, or their written designates, **BE DELEGATED AUTHORITY** to amend the Purchase of Service Agreement with respect to the total maximum amount of the City’s contribution toward the Funded Activity under this Agreement as approved by Municipal Council; and
- f) that the London Arts Council 2024 – 2027 Multi-Year Purchase of Service Agreement report **BE RECEIVED**.

Executive Summary

The City of London has been purchasing arts and culture services from the London Arts Council (LAC) umbrella arts organization through a Multi-Year Agreement since 2001.

This report seeks Council approval to renew the London Arts Council 2024 – 2027 Purchase of Service Multi-Year Agreement, as the previous multi-year Agreement expired on December 31, 2023. It is proposed that the term of this new Agreement commence on January 1, 2024, and end on December 31, 2027. Funding for this Agreement is contained within the Arts, Culture, Advisory and Funding (Neighbourhood and Community-Wide Services) base budget.

Linkage to the Corporate Strategic Plan

Arts and Culture is aligned with the following strategic areas of focus in the City of London Strategic Plan 2023 – 2027:

Reconciliation, Equity, Accessibility, and Inclusion

- Establishment of new and strengthening current relationships with local First Nation and urban Indigenous communities and Indigenous-serving organizations; support Indigenous-led actions and initiatives that move the City of London and its agencies, boards, and commissions closer towards addressing injustices, and collective healing;
- Meaningful relationships and partnerships with equity-denied groups and with organizations led by, for, and with equity-denied communities; establish a city-wide Community of Practice to strengthen and support equity related initiatives and strategies;
- Equity-denied groups come to London and choose to stay in the community; support the community in attracting, integrating, and retaining new Londoners through education, celebration, employment, and other actions.

Wellbeing and Safety

- Londoners have a strong sense of belonging and place; create cultural opportunities that reflect the arts, heritage, and diversity of the community.
- Londoners have safe access to public spaces, services, and supports that increase wellbeing and quality of life; deliver programs and activities that foster improved physical, mental, and social wellbeing.

Economic Growth, Culture, and Prosperity

- Small and growing businesses, entrepreneurs and non-profits are supported to be successful; strengthen existing and introduce new partnerships and programs that support small and growing businesses, cultural and non-profit organizations, and entrepreneurs.
- London is a UNESCO City of Music and is recognized as a centre for arts, sport, and culture; implement the UNESCO four-year action plan. Use existing assets in creative ways, and evaluate opportunities for new assets, that support London's profile as a destination for arts, culture, sport, and recreation.
- Enhanced and increased creation and distribution of arts and culture activities, goods, and services; notably the film and music industries; support and promote festivals and events including the Forest City Film Festival.
- Londoners have more opportunities to engage in diverse arts and music events; provide professional development, mentorship, networking, and collaboration opportunities for individuals working in the arts and culture sector.
- Increased opportunities for performances or displays; nurture, incubate and provide more job opportunities for arts and culture talent. Provide more opportunities for artists and creators to perform and exhibit at diverse events and activations.
- More activities and events in the Core Area, offering diverse and inclusive experiences; provide arts, culture, music, sport and recreation events and activations for residents and visitors year-round.

Climate Action and Sustainable Growth

- Infrastructure is built, maintained, and secured to support future growth and protect the environment; continue to develop and maintain cultural assets in the community. Integrate arts and culture into public infrastructure.

Analysis

1.0 Background Information

The London Arts Council provides services to the City of London through this Multi-Year Purchase of Service Agreement. Together through this Agreement, Civic Administration and the LAC will continue to work toward implementing the arts and culture outcomes of

the City’s Strategic Plan, the London UNESCO City of Music Action Plan, and London’s Cultural Prosperity Plan.

The LAC is a not-for-profit charitable arts organization, dedicated to enhancing the quality of life and the vitality of London. It works towards this goal through nurturing the awareness of, involvement in, and commitment to excellence at all levels of art in London. Its focus is on those programs and services that provide information, education and training, consultation and collaboration, representation, and networking opportunities for the arts community, Londoners, and visitors to our community.

1.1 Previous Reports Related to this Matter:

- London Arts Council Annual Agreement, 2001
- [Key Cultural Prosperity Plan Initiatives Funded by the Culture Office in 2013](#) (IEPC: June 24, 2013)
- [Key Cultural Prosperity Plan Initiatives to be Funded by the Culture Office in 2014](#) (IEPC: April 14, 2014)
- [The London Arts Council Agreement Renewal](#) (SPPC: May 11, 2015)
- [The London Arts Council Agreement 2019 – 2023](#) (CPSC: March 19, 2019)

2.0 Key Issues and Considerations

2.1. London Arts Council Proposed Agreement Updates

The following updates from the previous Agreement have been made to this proposed LAC (2024 – 2027) Purchase of Service Agreement:

Proposed Update	Rationale Summary
<p><u>Term of Agreement:</u> Clause 3.1 This Agreement shall commence on January 1, 2024, and end on December 31, 2027.</p>	<p>Housekeeping update of the term of the Agreement.</p>
<p><u>Obligations of LAC:</u> LAC agrees to provide the following services:</p> <p>Clause (c) operating and administrating arts wellness programming and activities that foster improved wellbeing and enhance quality of life;</p> <p>Clause (e) operating, maintaining, and managing content on the Indigenous London Arts Website www.indigenouslondonarts.ca for the purpose of honouring, promoting, and sharing Indigenous arts, culture, and history through programs, projects, and initiatives delivered and administered by LAC and the City.</p>	<p>Additional Services added using existing funding.</p>
<p><u>Marketing, Promotion and Communication Requirements:</u> Clause 4.3 (b) LAC shall utilize social media, LHC website, paid advertisement, and community information sessions to advertise and market the Community Arts Investment Program (CAIP) to the community.</p>	<p>Recommendation from the November 1, 2023, MNP Internal Auditors “Community Arts Investment Program Value for Money (VFM) Audit”.</p>
<p><u>Payment of Fees for Services:</u> 5.1 (a) subject to City of London budget approval, beginning in 2024, and thereafter</p>	<p>Housekeeping updates:</p>

Proposed Update	Rationale Summary
<p>annually during the term of this Agreement, a portion of the Fee in the amount of \$173,798 shall be adjusted by the percentage change over 12 months in the December All-Items Consumer Price Index (CPI) for Canada, (Table 326-0020 all items, 2002 = 100).</p> <p>5.1 (b) subject to City of London budget approval, in each year during the term of this Agreement, the Fee shall be paid in two installments with 95% paid on or before March 30 and 5% paid on receipt of the previous year’s Annual Report by October 31st as required in accordance with section 6.6.</p>	<ul style="list-style-type: none"> • Entire fee amount has been adjusted by the % change of the CPI over the term of the Agreement. • The Annual Report receipt date has been amended from July 15th to the October 31st.
<p><u>Operation and Administration of CAIP:</u></p> <p>Clause 5.3 a (v) The approval of “Assessor Expression of Interest Forms” submitted by interested applicants by the LAC Executive Director shall be documented and included in the annual LAC CAIP process documentation prior to new Assessment Panel members being selected.</p> <p>The LAC will have each member of the Assessment Panel sign the “Confidentiality and Non-Disclosure Agreement (“NDA”) Form and Conflict of Interest Form” included with the CAIP Assessors Guide and include copies of this blank form in the annual LAC CAIP process documentation.</p> <p>The LAC CAIP processes and procedures shall be documented within the LAC CAIP Policy and Procedural Manual that will outline the detailed steps of each process and the responsibilities of staff. This information will be communicated and accessible to relevant staff.</p> <ul style="list-style-type: none"> • The following key CAIP Community Assessment Panel processes: <ul style="list-style-type: none"> ○ Assessor selection and approval process. ○ Conflict of interest check/declaration and non-disclosure and confidentiality agreement processes. ○ Process for documenting the Assessor Panel discussion and conclusion. ○ Process for developing and approving the annual CAIP communications plan including timeline. 	<p>Recommendations from the November 1, 2023, MNP Internal Auditors “Community Arts Investment Program Value for Money (VFM) Audit”.</p>
<p>5.3 a (vi) establish within its organization an Assessment Panel to review London Arts Live (LAL) applications, auditions, and interviews. Each member of the Assessment Panel must complete a separate “Expression of Interest Form” and be approved by the Executive Director of the LAC.</p>	<p>Recommendations from the November 1, 2023, MNP Internal Auditors “Community Arts Investment Program Value for Money (VFM) Audit”.</p>

Proposed Update	Rationale Summary
<p>The LAC will have each member of the Assessment Panel sign the “Confidentiality and Non-Disclosure Agreement (“NDA”) Form and Conflict of Interest Form”, which will be approved by the Executive Director of the LAC before selected to serve on the LAL Assessment Panel.</p> <p>The LAC London Arts Live Program shall include the use of an overall scoring process for assessment and selection of artists to be used by the LAL assessment panel.</p> <p>The LAC measures the overall success of the LAL program that includes:</p> <ul style="list-style-type: none"> • the number of artists performing (including the number of equity-denied artists) • the number of activations that take place (per geographic location and per artistic discipline). • the number of community partnerships • community/partner feedback related to individual artist performances. 	
<p>5.4 LAC shall use the Fee and shall distribute the funds provided to it for allocation under the CAIP without any actual potential or perceived conflict of interest. For the purposes of this section, a conflict of interest includes any circumstances where</p> <p>(a) LAC;</p> <p>(b) any person;</p> <p>(c) or any organization who has the capacity to influence the CAIP assessment panel decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the CAIP Assessment Panel’s objective, unbiased and impartial judgement relating to the use of the Fee/Funds provided to it for allocation under the CAIP.</p>	<p>Housekeeping update that clarifies that the CAIP assessment panel makes the CAIP successful application decisions, not the LAC who administers and distributes the funds for the CAIP program.</p>
<p><u>Records and Reporting Clause 6.6 Annual Report.</u> For each year of the Term of this Agreement, LAC shall, on or before October 31st, or on such other date as agreed to in writing by the Culture Manager, provide to the Culture Manager the previous year’s annual report approved by the LAC Board of Directors in a form satisfactory to the Culture Manager which shall include:</p>	<p>Housekeeping update that modifies the submission date of the Annual Report to October 31 from July 15.</p>

Proposed Update	Rationale Summary
<p>(a) Community Arts Investment Program (CAIP):</p> <p>Clause 6.6 (iv) Standardized recipient and assessor surveys shall be conducted annually to obtain feedback regarding their participation with the CAIP and to help identify opportunities for improvement. The surveys may ask questions regarding the following: Process satisfaction; Process improvement opportunities; Likelihood of involvement with the CAIP again and of a referral; How they heard about the CAIP.</p> <p>6.6 (v) a descriptive multi-year trend report shall be provided by September 30th of the following year of the end of the 4-year term of this Agreement on the analysis of the trends and overall impacts of the CAIP program and process on arts for London. which includes an analysis of evaluation forms received from CAIP recipients during the term of this Agreement.</p>	<p>Recommendation from the November 1, 2023, MNP Internal Auditors “Community Arts Investment Program Value for Money (VFM) Audit”.</p> <p>Housekeeping update to provide a trend report by September 30 of the following year after the end of the Agreement.</p>
<p><u>Insurance and Indemnity:</u> Clause 8.1 Throughout the term of this Agreement, LAC shall maintain general liability insurance on an occurrence basis for an amount of not less than Five Million Dollars (\$5,000,000) ...</p>	<p>Housekeeping update that raises the comprehensive general liability insurance from \$2M to \$5M.</p>

3.0 Financial Impact/Considerations

3.1 Annual Operating Funding from the City of London

Funding for this Agreement is contained within the Arts, Culture, Advisory and Funding (Neighbourhood and Community-Wide Services) base budget.

The LAC continues to receive \$173,798 in operating funding from the City of London annual base operating budget, subject to City of London budget approval which includes:

- (a) operating and administering the Community Arts Investment Program (CAIP) in accordance with the policies and procedures as approved by City Council from time to time for such program (“CAIP Policy”);
- (b) assisting the City with the acquisition and de-accession of public art as outlined in the City’s Public Art and Monuments Policy;
- (c) operating and administering arts wellness programming and activities that foster improved wellbeing and enhance quality of life;
- (d) operating, maintaining, and managing content on, the London Arts Website www.londonarts.ca for the purpose of promoting arts programs delivered and administered by LAC and the City;
- (e) operating, maintaining, and managing content on the Indigenous London Arts Website www.indigenousslondonarts.ca for the purpose of honouring, promoting,

and sharing Indigenous arts, culture, and history through programs, projects, and initiatives delivered and administered by LAC and the City;

- (f) promoting and showcasing the local arts through various opportunities throughout year;
- (g) consulting and meeting with the Culture Manager on an ongoing basis concerning LAC's arts initiatives;
- (h) participating with the City on the ongoing development and implementation of London's Cultural Prosperity Plan, London UNESCO City of Music Action Plan, and the City's Strategic Plan as it relates to Arts and Culture;
- (i) at the Culture Manager's request, attending a Standing Committee meeting to answer questions regarding the status of the implementation of London's Cultural Prosperity Plan and the City's Strategic Plan as it relates to Arts and Culture; and
- (j) providing advice and recommendations to and consult with the City on cultural matters as may be requested by the Culture Manager including without limitation to matters related to:
 - National and international findings, data, trends, and practices of the arts sector
 - Arts strategies, policies, and guidelines
 - Arts program development, implementation, and evaluation
 - Sector development, talent attraction, and retention
 - Audience development and tourism attraction through arts and culture
 - Inclusive and healthy community building through arts and culture
 - Truth and Reconciliation, Equity, Diversity, and Inclusion through arts and culture
 - Sustainable urban growth through arts and culture

Conclusion

Together through this proposed updated Purchase of Service Multi-Year Agreement Culture Services and the LAC will work toward implementing the arts and culture outcomes of the City's Strategic Plan including London's Cultural Prosperity Plan, the London UNESCO City of Music Action Plan, and the London Plan Section 8 (Culturally Rich and Diverse City). This Agreement with the LAC furthers the opportunity to share services and supports between the City and its partners, through shared multi-year service agreements.

This Purchase of Service Agreement has been reviewed with the assistance of Legal Services, Finance Supports, and Risk Management.

Prepared by: Robin Armistead, Manager, Culture Services

Recommended by: Cheryl Smith, Deputy City Manager, Neighbourhood and Community-Wide Services

cc: Eunju Yi, Executive Director, London Arts Council

Appendix A: London Arts Council 2024 - 2027 Multi-Year Purchase of Service By-law

Bill No.
2024

By-law No.

A By-law to approve the Purchase of Service Agreement between London Arts Council and the Corporation of the City of London; and to authorize the Mayor and City Clerk to execute the Agreement.

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

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

1. The Agreement attached as Schedule “A” to this by-law between The Corporation of the City of London and the London Arts Council (the Purchase of Service Agreement”) setting out the terms and conditions of the City’s grant of funds to the London Arts Council is approved.
2. The Mayor and Clerk are authorized to execute the Purchase of Service Agreement approved under section 1 of this by-law.
3. The Deputy City Manager, Neighbourhood and Community-Wide Services, or their written designate, is delegated the authority to act as the City Representative for the purposes of the Purchase of Service Agreement.
4. The Deputy City Manager, Neighbourhood and Community-Wide Services, or their written designate, is delegated the authority to amend the Purchase of Service Agreement with respect to the total maximum amount of the City’s contribution towards the Funded Activity under the Purchase of Service Agreement.
5. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council February 13, 2024

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First reading -
Second reading -
Third reading –

Schedule 1

THIS PURCHASE OF SERVICE AGREEMENT with effect as of January 1, 2024.

BETWEEN:

LONDON ARTS COUNCIL
(hereinafter referred to as LAC)
OF THE FIRST PART

AND

THE CORPORATION OF THE CITY OF LONDON
(hereinafter referred to as the City)
OF THE SECOND PART

WHEREAS the City may provide any service or thing that the municipality considers necessary or desirable for the public pursuant to subsection 10(1) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended;

AND WHEREAS the City may pass by-laws respecting matters of: “5. Economic, social and environmental well-being of the municipality”; and “7. Services and things that the municipality is authorized to provide under subsection (1)” pursuant to subsection 10(2) of the *Municipal Act, 2001*, as amended;

AND WHEREAS the City has the capacity, rights, powers and privileges of a natural person for the purposes of exercising its authority pursuant to the provisions of section 9 of the *Municipal Act, 2001*, as amended;

The London Arts Council is an arm’s length, umbrella, not-for-profit arts organization incorporated provincially under the Ontario Corporations Act in 1995. The London Arts Council is governed by the Board of Directors, and its by-laws help govern the organization’s internal business. As a Canada Revenue Agency registered charity, the organization maintains its charitable status by observing the general requirements under the Income Tax Act.

LAC works with public, private, and community partners to build and sustain Londoners’ awareness of, involvement in, and support for all artistic disciplines across the city, provide paid opportunities for professional artists, and support arts organizations in London through programs and services that provide information, education and training, consultation and collaboration, representation and networking opportunities for the arts community, Londoners, and visitors to the City of London;

AND WHEREAS the City wishes to retain the services of LAC to provide services including the administration of City funding for the Community Arts Investment Program (CAIP) and specified arts services as set out in this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained, the parties hereto covenant and agree with the other as follows:

PART 1 – DEFINITIONS

1.1 In this Agreement the following terms shall have the following meanings:

- (a) “Services” means the services as set out in part 4 of this Agreement;
- (b) “City Treasurer” means the City’s Treasurer appointed under the *Municipal Act, 2001* or any person delegated by him or her for the purposes of this Agreement.

PART 2 – REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 General. LAC represents, warrants, and covenants that:

- (a) It is, and shall continue to be for the term of this Agreement, a validly existing legal entity with full power to fulfill its obligations under this Agreement;
- (b) It has, and shall continue to have for the term of this Agreement, the experience and expertise necessary to accept and apply the Fee/Funds toward its costs for the Services; and
- (c) It is and shall continue to be for the term of this Agreement, 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 Fee/Funds.

2.2 Execution of Agreement. LAC represents and warrants that:

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

2.3 Governance. LAC represents, warrants, and covenants that it has and shall maintain, in writing for the period during which this Agreement is in effect:

- (a) A code of conduct and ethical responsibilities for all persons at all levels of LAC's organization;
- (b) Procedures to ensure the ongoing effective functioning of LAC;
- (c) Decision-making mechanisms for LAC;
- (d) Procedures to enable LAC to manage the Fee/Funds prudently and effectively;
- (e) Procedures to enable the preparation and delivery of all reports required pursuant to this Agreement; and
- (f) Procedures to enable LAC to deal with such other matters as LAC considers necessary to ensure that LAC carries out its obligations under this Agreement.

2.4 Supporting Documentation. Upon request, LAC shall provide the City with proof of the matters referred to in this section.

PART 3 – TERM

3.1 This Agreement shall commence on January 1, 2024, and end on December 31, 2027, unless terminated earlier pursuant to the termination provisions in this Agreement.

PART 4 - OBLIGATIONS OF LAC

4.1 LAC agrees to provide the following services (the "Services"):

- (a) operating and administering the Community Arts Investment Program (CAIP) in accordance with the City of London Community Arts Investment Policy as approved by City Council;
- (b) assisting the City with the acquisition and de-accession of public art as outlined in the City's Public Art and Monuments Policy;
- (c) operating and administrating arts wellness programming and activities that foster improved wellbeing and enhance quality of life;

- (d) operating, maintaining, and managing content on, the London Arts Website www.londonarts.ca for the purpose of promoting arts programs delivered and administered by LAC and the City;
- (e) operating, maintaining, and managing content on the Indigenous London Arts Website www.indigenousslondonarts.ca for the purpose of honouring, promoting, and sharing Indigenous arts, culture, and history through programs, projects, and initiatives delivered and administered by LAC and the City;
- (f) promoting and showcasing the local arts through various opportunities throughout year;
- (g) consulting and meeting with the Culture Manager on an ongoing basis concerning LAC's arts initiatives;
- (h) participating with the City on the ongoing development and implementation of London's Cultural Prosperity Plan, the London UNESCO City of Music Action Plan, and the City's Strategic Plan as it relates to Arts and Culture;
- (i) at the Culture Manager's request, attending a Standing Committee meeting to answer questions regarding the status of the implementation of London's Cultural Prosperity Plan and the City's Strategic Plan as it relates to Arts and Culture; and
- (j) providing advice and recommendations to and consult with the City on cultural matters as may be requested by the Culture Manager including without limitation to matters related to:
 - National and international findings, data, trends, and practices of the arts sector
 - Arts strategies, policies, and guidelines
 - Arts program development, implementation, and evaluation
 - Sector development, talent attraction, and retention
 - Audience development and tourism attraction through arts and culture
 - Inclusive and healthy community building through arts and culture
 - Truth and Reconciliation, Equity, Diversity, and Inclusion through arts and culture
 - Sustainable urban growth through arts and culture

4.2 The City and LAC may agree in writing from time to time to add, or vary the Services supplied by the LAC to the City under this Agreement recognizing that the Fee paid by the City to the LAC may be adjusted to reflect such changes.

4.3 Marketing, Promotion and Communication Requirements.

- (a) LAC shall acknowledge, in a form and manner as authorized by the Culture Manager, the support of the City in all marketing and promotional materials (including but not limited to specific programs funded by the City on www.londonarts.ca, www.indigenousslondonarts.ca, social media, flyers, posters, programs, banners related to the Services provided by it under this Agreement.
- (b) LAC shall utilize social media, LAC websites, paid advertisement, and community information sessions to advertise and market the Community Arts Investment Program (CAIP) to the community.
- (c) LAC shall require all recipients of funding as a condition of granting funds under the Community Arts Investment Program (CAIP) to use the City's logo, in a manner as authorized by the Director of Strategic Communications and Community Engagement,

in their marketing and promotional materials related to the project, program or activity for which the CAIP funding was provided.

PART 5 - PAYMENT OF FEES FOR SERVICES AND FUNDING FOR CAIP GRANTS

5.1 For the Services, and subject to City budget approval, the City agrees to pay LAC a fee (“the Fee”) of ONE HUNDRED AND SEVENTY-THREE THOUSAND, SEVEN HUNDRED AND NINETY-EIGHT DOLLARS (\$173,798.00) for each year of this Agreement subject to the following:

- (a) subject to City of London budget approval, beginning in 2024, and thereafter annually during the term of this Agreement, the Fee in the amount of ONE HUNDRED AND SEVENTY-THREE THOUSAND, SEVEN HUNDRED AND NINETY-EIGHT DOLLARS (\$173,798.00) shall be adjusted by the percentage change over 12 months in the December All-Items Consumer Price Index for Canada, (Table 326-0020 all items, 2002 = 100);
- (b) subject to City of London budget approval, in each year during the term of this Agreement, the Fee shall be paid in two installments with 95% paid on or before March 30 and 5% paid on receipt of the previous year’s Annual Report by October 31st, or on such other date as agreed to in writing by the Culture Manager as required in accordance with section 6.6;
- (c) LAC shall use the Fee for the purpose of providing the Services;
- (d) the City may, in its sole discretion and in addition to any other remedy available to it, withhold any payment due to LAC under this Agreement;
- (e) if LAC has failed to submit when due any report required by the City under this Agreement;
 - (i) pending the completion of an audit of LAC’s books and records, should the City decide to undertake such an audit;
 - (ii) if LAC is not in compliance with any applicable laws, regulations, by-laws, Council Policies, and if applicable the Vulnerable Populations requirements;
 - (iii) in the event that an audit of LAC’s books and records indicates mismanagement or misuse of funds, in the opinion of the City Treasurer; and
 - (iv) if LAC has not provided the insurance certificate as required under this Agreement;
- (f) the Fees shall be adjusted to reflect the addition, or variance to the Services agreed upon in writing from time to time by the City and LAC.

5.3 Operation and administration of the Community Arts Investment Program (CAIP)

- (a) LAC agrees that it shall;
 - (i) operate and administer the Community Arts Investment Program (CAIP) in accordance with the CAIP Policy;
 - (ii) establish and maintain a separate bank account to be used solely for the purpose of holding funds provided to it by the City for grants to be made under the Community Arts Investment Program (CAIP);
 - (iii) deposit and hold all funds provided to it by the City for grants to be made under the Community Arts Investment Program (CAIP) into such account;

- (iv) withdraw funds from such account only for the purpose of funding a program approved by the LAC under the Community Arts Investment Program (CAIP); and
- (v) establish within its organization a volunteer (CAIP) Community Assessment Panel to review applications for the purpose of allocation of the CAIP funding. The approval of “Assessor Expression of Interest Forms” submitted by interested applicants by the LAC Executive Director shall be documented and included in the annual LAC CAIP process documentation prior to new Assessment Panel members being selected.

The LAC will have each member of the Assessment Panel sign the “Confidentiality and Non-Disclosure Agreement (“NDA”) Form and Conflict of Interest Form” included with the CAIP Assessors Guide and include copies of this blank form in the annual LAC CAIP process documentation.

The decisions of the (CAIP) Assessment Panel shall be final and not subject to being changed by LAC Board Members, LAC staff, City Council, or Civic Administration.

The LAC CAIP processes and procedures shall be documented within the LAC CAIP Policy and Procedural Manual that will outline the detailed steps of each process and the responsibilities of staff. This information will be communicated and accessible to relevant staff.

- The following key CAIP Assessment Panel processes will be included:
 - Assessor selection and approval process;
 - Conflict of interest check/declaration and non-disclosure and confidentiality agreement processes;
 - Process for documenting the Assessment Panel discussion and conclusion
 - Process for developing and approving the annual CAIP communications plan and timeline.

- (vi) establish within its organization an Assessment Panel to review London Arts Live (LAL) applications, auditions, and interviews. Each member of the Assessment Panel must complete a separate “Expression of Interest Form” and be approved by the Executive Director of the LAC.

The LAC will have each member of the Assessment Panel sign the “Confidentiality and Non-Disclosure Agreement (“NDA”) Form and Conflict of Interest Form”, which will be approved by the Executive Director of the LAC before selected to serve on the LAL Assessment Panel.

The LAC London Arts Live Program shall include the use of an overall scoring process for assessment and selection of artists to be used by the LAL assessment panel.

The LAC measures the overall success of the LAL program that includes:

- the number of artists performing (including the number of equity-denied artists)
- the number of activations that take place (per geographic location and per artistic discipline).
- the number of community partnerships
- Community/partner feedback related to individual artist performances.

- (b) LAC agrees that it shall consult with the Culture Manager about changes proposed by it to the CAIP Program.

- (c) LAC acknowledges and agrees:
 - (i) that the funds provided to it by the City for grants to be made under the Community Arts Investment Program (CAIP) are subject to the approval by City Council, in its sole discretion, for the fiscal year in which the payment is to be made.
 - (ii) that if the City Council terminates or reduces the amount of total funding for grants allocated to the program the City is not obligated to make any such payment to the LAC and LAC shall not hold the City liable for any termination or reduction of the funding.
- (d) The parties agree that if the funding for grants allocated to the program is terminated or reduced, they shall attempt in good faith to negotiate an amendment to the Fee and if an agreement cannot be reached that is satisfactory to both parties, either party may terminate this Agreement in accordance with the termination provisions of this Agreement.

5.4 LAC shall use the Fee and shall distribute the funds provided to it for allocation under the CAIP without any actual potential or perceived conflict of interest. For the purposes of this section, a conflict of interest includes any circumstances where

- (a) LAC;
- (b) any person;
- (c) or any organization who has the capacity to influence the CAIP assessment panel decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the CAIP Assessment Panel's objective, unbiased and impartial judgement relating to the use of the Fee/Funds provided to it for allocation under the CAIP.

PART 6 – RECORDS & REPORTING

6.1 Records. LAC shall keep and maintain during the term of this Agreement and for a period of seven (7) years following expiration or termination of this Agreement:

- (a) all financial records in accordance with generally accepted accounting principles related to all of its operations and the Services; and
- (b) all non-financial documents and records relating to the Services.

6.2 In the event that the LAC ceases operation, LAC shall not dispose of any records related to the Services without the prior written consent of the Culture Manager and shall immediately return all records to the City upon request.

6.3 The City Treasurer or an auditor identified by the City Treasurer may, at the City's expense, upon 5 business days' notice to LAC and during normal business hours, enter upon the LAC's premises to review LAC's records under section 6.1, and for these purposes, the City Treasurer or an auditor identified by the City Treasurer may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section 6.1;
- (b) remove any copies made pursuant to this section from LAC's premises; and
- (d) conduct any type of audit or investigation of the LAC in respect to any of its obligations under this Agreement.

6.4 LAC agrees that during any inspection, audit or investigation conducted under section 6.3 it shall cooperate fully with the City Treasurer or an auditor identified by the

City Treasurer and shall make available all facilities, physical and otherwise, for such inspection, audit or investigation and shall furnish the City Treasurer and its auditor with all such information as it or they, may from time to time require.

6.5 Financial Reporting. LAC shall file with the City, no later than July 15th in each year, financial statements and an auditor's report for the immediately preceding year, fairly representing the financial position of the LAC and the results of its operations for the period under review in accordance with generally accepted accounting principles applied on a basis consistent with that of the preceding period.

6.6 Annual Report. For each year of the Term of this Agreement, LAC shall, on or before October 31st each year, or on such other date as agreed to in writing by the Culture Manager, provide to the Culture Manager the previous year's annual report approved by the LAC Board of Directors in a form satisfactory to the Culture Manager which shall include.

(a) Community Arts Investment Program (CAIP):

- (i) a listing of annual CAIP recipients receiving funding;
- (ii) a list of any unallocated funds that shall remain to be allocated as part of the CAIP allocation process for the term of this Agreement;
- (iii) a report on conflict of interest or formal complaints which were raised during the timeframe being reported;
- (iv) Standardized recipient and assessor surveys shall be conducted annually to obtain feedback regarding their participation with the CAIP and to help identify opportunities for improvement. The surveys may ask questions regarding the following: Process satisfaction; Process improvement opportunities; Likelihood of involvement with the CAIP again and of a referral; How they heard about the CAIP.
- (v) a descriptive multi-year trend report shall be provided by September 30th of the following year of the end of the 4-year term of this Agreement on the analysis of the trends and overall impacts of the CAIP program and process on arts for London. which includes an analysis of evaluation forms received from CAIP recipients during the term of this Agreement.

(b) An annual descriptive report, including measures about the programs that the LAC operates, which relate to the impact and alignment with the implementation the City's Strategic Plan as it relates to strategies for arts and culture including London's Cultural Prosperity Plan and the London UNESCO City of Music Action Plan.

PART 7 – COMPLIANCE WITH LEGISLATION

7.1 LAC agrees that it shall during the term of this Agreement be in compliance with all federal and provincial laws and regulations, all municipal by-laws and any other applicable orders, rules and by-laws.

7.2 LAC shall operate independently of the City and is not the agent or servant of the City for any purpose.

7.3 LAC acknowledges and agrees this Agreement is in no way deemed or construed to be an Agreement of Employment. Specifically, the parties agree that it is not intended by this Agreement that LAC or its employees, are to be employees of or have an employment relationship of any kind with the City or are in any way entitled to employment benefits of any kind whatsoever from the City, including but not limited to private programs or coverages, and statutory programs and coverages, whether under employment statutes, worker's compensation plans, unemployment/employment schemes, health plan contributions, or otherwise ("Employment Benefits"). LAC further acknowledges and agrees that it is the sole and exclusive responsibility of LAC to make

its own determination as to its status under the *Employment Standards Act*, 2000, S.O. 2000, c. 41; the *Income Tax Act*, R.S.C. 1985 c.1 (1st Supp); the *Canada Pension Act*, R.S.C. 1985, c.C-8; the *Employment Insurance Act*, S.O. 1996,c.23; the *Workplace Safety and Insurance Act*, 1997 S.O. 1997, c.26(Schedule "A"); the *Occupational Health and Safety Act*, R.S.O. 1990, c.o.1; the *Pay Equity Act*, R. S. O. 1990, c.P.7; or the *Health Insurance Act*, R.S.O. 1990, c.H.6; all as amended from time to time, and any legislation in substitution therefore and, in particular, to comply with the provisions of any of the aforesaid Acts, and to make any payments required thereunder.

7.4 LAC shall ensure that all its employees, agents, volunteers, or others for whom the LAC is legally responsible receive training regarding the provision of the Services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the *Accessibility for Ontarians with Disabilities Act*, 2005, as amended the "Act"). LAC shall ensure that such training includes, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. LAC shall submit to the City, as required from time to time, documentation describing its customer service training policies, practices and procedures, and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents volunteers or others who received such training. The City reserves the right to require LAC to amend its training policies to meet the requirements of the Act and the Regulation.

7.5 In accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, LAC, its directors, officers, employees, agents and volunteers shall hold confidential and shall not disclose or release to any person at any time during or following the term of this Agreement, except where required by law, or as required under this Agreement, any information or document without obtaining the written consent of the individual/organization concerned prior to the release or disclosure of such information or document and shall comply with the requirements regarding personal Information and confidentiality as contained in **Schedule "A"** attached hereto and forming part of this Agreement.

7.6 When collecting personal information under this Agreement, LAC shall use only the forms approved by the City for that purpose.

PART 8 - INSURANCE AND INDEMNITY

8.1 Throughout the term of this Agreement, LAC shall maintain general liability insurance on an occurrence basis for an amount of not less than Five Million Dollars (\$5,000,000.00) and shall include the City as an additional insured with respect to LAC's operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal liability, personal injury, broad form property damage, contractual liability, owners' and contractor's protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses. LAC shall submit, on an annual basis in advance of expiry, a completed standard Insurance Certificate (Form #0788), which provides for a minimum of thirty (30) days' notice in advance of cancellation of such insurance.

8.2 LAC shall submit, on an annual basis, a comprehensive (3D) Dishonesty, Disappearance and Destruction Blanket Position Policy or equivalent Fidelity Bond in the amount of One Hundred Thousand Dollars (\$100,000). The City shall be shown on the policy as a named Obligee, with respect to incidents arising from work performed under this Agreement.

8.3 The City reserves the right to request such higher limits of insurance or other types of policies appropriate to this Agreement as it may reasonably require from time to time; and any failure by LAC to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement by LAC.

8.4 LAC undertakes and agrees to defend and indemnify the City and hold the City harmless from and against all claims, demands, suits, losses, costs, damages and expenses that the City may sustain or incur by reason of:

(a) any breach of this Agreement, including but not limited to damage to any and all persons or property, all fines or penalties or loss or misuse of funds, by LAC, its employees or persons for whom it is at law responsible;

(b) any claim or finding that LAC, its employees or persons for whom LAC is at law responsible are employees of, or are in any employment relationship with, the City or are entitled to any Employment Benefits of any kind; or any liability on the part of the City, under the *Income Tax Act* (Canada) or any other statute (including, without limitation, any Employment Benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties, in connection with the performance of Services or otherwise in connection with this Agreement; and

(c) LAC further agrees, in accordance with section 10.9, this indemnification shall survive the expiration and termination of this Agreement for claims arising from or out of incidents occurring during the term of this Agreement.

PART 9 - DEFAULT AND TERMINATION

9.1 Events of Default. The following constitute events of default, the proof of which to the contrary lies upon LAC:

(a) LAC becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time being enforced relating to bankrupt or insolvent debtors;

(b) an order is made or resolution passed for winding up or for the dissolution of LAC or it is dissolved;

(c) LAC ceases actual bona fide operation for a period of thirty (30) days;

(d) LAC has knowingly submitted false or misleading information to the City; or

(e) LAC is in breach of the performance of, or compliance with, any term, condition or obligation on its part to be observed or performed under this Agreement.

9.2 Remedies on Default/Termination on Default. If an event of default occurs, the City may, at any time, take one or more of the following actions in addition to any other remedy that may be available to it:

(a) initiate any action the City considers necessary in order to facilitate the provision of the Services, the successful application of the Fee for the Services or for the allocation of the funding provided under the Community Arts Investment Program (CAIP);

(b) provide the LAC with an opportunity to remedy the event of default;

(c) suspend the payment of the Fee for such period as the City determines appropriate;

(d) reduce the amount of the Fee;

(e) demand the repayment of any of the Fee or funds provided to it for allocation under the Community Arts Investment Program (CAIP) remaining in the possession or under the control of the LAC;

(f) demand the repayment of any amount equal to any of the Fee LAC used, but did not use in accordance with this Agreement:

(g) demand the repayment of any amount equal to any of the funds disbursed under the Community Arts Investment Program (CAIP) that were not used, allocated or disbursed in accordance with this Agreement;

(h) demand the repayment of any amount equal to any of the Fee the City provided to LAC;

(i) demand the repayment of any amount equal to the funds provide by the City to LAC for allocation under the Community Arts Investment Program (CAIP); or

(j) terminate this Agreement at any time, including immediately, upon giving Notice to LAC.

9.3 LAC Not Remediying. If under section 9.2 the City has provided LAC with an opportunity to remedy the event of default and LAC does not remedy the event of default within the time specified by the City in the notice, the City may in its sole discretion extend the notice period or initiate any one or more of the actions provided in section 9.2.

9.4 Obligation to return Fee and CAIP funds to the City. If the City has demanded any repayment under section 9.2, LAC agrees that it shall forthwith remit such repayment to the City.

9.5 This Agreement may be terminated at any time by either party providing 60 days' notice in writing to the other, or by the City and LAC agreeing in writing at any time to the termination of this Agreement.

9.6 Upon receipt or rendering of notice that this Agreement is ending, LAC shall perform no further services other than those reasonably necessary to close out its services and report to the City.

9.7 On termination or expiration of this Agreement, LAC shall return any unused portion of the Fee and any funds provided to it by the City for grants to be made under the Community Arts Investment Program (CAIP) that have not been allocated under the program.

PART 10 - GENERAL

10.1 The parties agree that each of them shall, upon reasonable request of the other, do or cause to be done all further lawful acts, deeds, and assurances whatever for the better performance of the terms and conditions of this Agreement.

10.2 If any part of this Agreement is rendered invalid, the remainder of the Agreement continues to apply.

10.3 This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, arrangement (interim or otherwise), letters of intent, understandings, negotiations, and discussions, whether oral or written, of the parties pertaining to such subject matter.

10.4 No subsequent alteration, amendment, change or addition to this Agreement shall be binding on the City or LAC unless in writing signed by each of them.

10.5 LAC shall not assign this Agreement without the prior written consent of the City which consent may be withheld for any reason in the City's sole discretion.

10.6 This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors or assigns.

10.7 Under this Agreement, any notices required under this Agreement shall be in writing and shall be delivered by postage-prepaid mail, personal delivery, or recognized

courier and shall be addressed to the other party for whom it is intended and any notice shall be deemed to have been given:

- (a) if delivered personally or by recognized courier on the date of such delivery; or
- (b) if delivered by postage prepaid mail, three (3) days after the party mails it.

Any notices under this Agreement shall be sent to the City and LAC as follows:

- (a) The Corporation of the City of London
300 Dufferin Ave., 3rd floor
P.O. Box 5035
London. ON N6A 4L9
Attention: City Clerk
- (b) London Arts Council
267 Dundas St.
London, ON, N6A 1H2
Attention: Executive Director

10.8 This Agreement shall be governed and interpreted in accordance with the laws of Ontario and Canada applicable to this Agreement and shall be treated in all respects as an Ontario contract. LAC and the City specifically submit to the exclusive jurisdiction of the courts of Ontario and Canada.

10.9 The following provisions and any applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of seven (7) years from the date of expiry or other termination of this Agreement: Part 1 and any other applicable definitions; section 4.3; Part 6; paragraphs (e) (g) (h) and (i) of section 9.2; section 9.4; section 9.6; section 9.7 and Part 10. Section 8.4 and any applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of two (2) years from the date of expiry or other termination of this Agreement.

10.10 LAC acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals attested to by the hands of their respective authorized signing officers.

**THE CORPORATION OF THE
CITY OF LONDON**

LONDON ARTS COUNCIL

Josh Morgan, Mayor

Eunju Yi, Executive Director

Michael Schulthess, City Clerk

*I have authority to bind the Corporation

SCHEDULE “A”

Municipal Freedom of Information and Protection of Privacy

1. In this Schedule:

- (a) “City Information” means General Information and Personal Information:
 - (i) provided by the City to the London Arts Council in relation to this Agreement;
 - (ii) collected by the London Arts Council in relation to this Agreement; or
 - (iii) derived by the London Arts Council from the General Information and Personal Information provided under subsection 1(a)(i) or collected under subsection 1(a)(ii);
- (b) “London Arts Council Information” means General Information and Personal Information, except City Information, provided by the London Arts Council to the City in relation to this Agreement;
- (c) “General Information” means recorded information that is not Personal Information; and
- (d) “Personal Information” means recorded information about an identifiable individual, including,
 - (i) information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation or marital or family status of the individual,
 - (ii) information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved,
 - (iii) any identifying number, symbol or other particular assigned to the individual,
 - (iv) the address, telephone number, fingerprints or blood type of the individual,
 - (v) the personal opinions or views of the individual except if they relate to another individual,
 - (vi) correspondence sent to an institution by the individual that is implicitly or explicitly of a private or confidential nature, and replies to that correspondence that would reveal the contents of the original correspondence,
 - (vii) the views or opinions of another individual about the individual, and
 - (viii) the individual’s name if it appears with other personal information relating to the individual or where the disclosure of the name would reveal other personal information about the individual.

2. All City Information shall remain the sole property of the City and any part of it or all of it shall be given by the London Arts Council to the City within 5 business days of:

- (a) the City’s written request; or
- (b) the termination or expiry of this Agreement.

3. Except in accordance with this Agreement, the London Arts Council shall, when collecting City Information that is Personal Information:

- (a) limit its collection of the information to that which is necessary for it to comply with this Agreement;
 - (b) make its best efforts to collect the information directly from the individual to whom the information relates by fair and lawful means; and
 - (c) identify the purpose for which the information is collected to the individual at or before the time of collection.
4. The London Arts Council shall retain all City Information in a manner that protects its security and confidentiality and shall not disclose City information to any of its personnel not having a need to know such information in relation to the performance of this Agreement.
5. Except:
- (a) with the consent of the individual; or
 - (b) in accordance with this Agreement, the London Arts Council shall not use City Information that is Personal Information for purposes other than that for which it was collected.
6. Except for law enforcement purposes and in accordance with this Agreement, the London Arts Council shall not disclose City Information in any manner whatsoever without the prior approval in writing of the City.
7. The London Arts Council shall not destroy any City Information.
8. Subject to all applicable legislation, including the *Municipal Freedom of Information and Protection of Privacy Act*, the City may disclose:
- (a) any part of or all London Arts Council Information; or
 - (b) any part or all of this Agreement.

Report to Community and Protective Services Committee

To: Chair and Members
Community and Protective Services Committee

From: Cheryl Smith
Deputy City Manager, Neighbourhood and Community-
Wide Services

Subject: London Heritage Council 2024 – 2027 Multi-Year Agreement

Date: January 29, 2024

Recommendation

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the London Heritage Council 2024 – 2027 Multi-Year Agreement;

- a) the proposed by-law as appended to the staff report dated January 29, 2024, as Appendix “A” **BE INTRODUCED** at the Municipal Council meeting to be held on February 13, 2024;
- b) the 2024 – 2027 Multi-Year Purchase of Service Agreement with the London Heritage Council **BE APPROVED**;
- c) the Mayor and City Clerk **BE AUTHORIZED** to execute the Purchase of Service Agreement;
- d) the Deputy City Manager, Neighbourhood and Community-Wide Services, or their written designates, **BE AUTHORIZED** to act as the City Representative for the purposes of the Purchase of Service Agreement;
- e) the Deputy City Manager, Neighbourhood and Community-Wide Services, or their written designates, **BE DELEGATED AUTHORITY** to amend the Purchase of Service Agreement with respect to the total maximum amount of the City’s contribution toward the Funded Activity under this Agreement as approved by Municipal Council; and
- f) that the London Heritage Council 2024 – 2027 Multi-Year Purchase of Service Agreement report **BE RECEIVED**.

Executive Summary

The City of London has been purchasing heritage services from the London Heritage Council (LHC) umbrella heritage organization through a Multi-Year Agreement since the LHC was created as a not-for-profit organization in 2007.

This report seeks Council approval to renew the London Heritage Council 2024 – 2027 Multi-Year Purchase of Service Agreement, as the previous Multi-Year Purchase of Service Agreement expired on December 31, 2023. It is proposed that the term of this new Agreement commence on January 1, 2024, and end on December 31, 2027. Funding for this Agreement is contained within the Arts, Culture, Advisory and Funding (Neighbourhood and Community-Wide Services) base budget.

Linkage to the Corporate Strategic Plan

Heritage is aligned with the following strategic areas of focus in the City of London Strategic Plan 2023 – 2027:

- Reconciliation, Equity, Accessibility, and Inclusion – Meaningful relationships and partnerships with equity-denied groups and with organizations led by, for, and with equity-denied communities; establish a city-wide Community of Practice to strengthen and support equity related initiatives and strategies;
- Wellbeing and Safety – Londoners have a strong sense of belonging and place; create cultural opportunities that reflect the arts, heritage, and diversity of the community.

Londoners have safe access to public spaces, services, and supports that increase wellbeing and quality of life; deliver programs and activities that foster improved physical, mental, and social wellbeing.

- Economic Growth, Culture, and Prosperity - Small and growing businesses, entrepreneurs and non-profits are supported to be successful; strengthen existing and introduce new partnerships and programs that support small and growing businesses, cultural and non-profit organizations, and entrepreneurs.

London is a UNESCO City of Music and is recognized as a centre for arts, sport, and culture; use existing assets in creative ways, and evaluate opportunities for new assets, that support London's profile as a destination for arts, culture, sport, and recreation.

Increased opportunities for performances or displays; provide more opportunities for artists and creators to perform and exhibit at diverse events and activations.

More activities and events in the Core Area, offering diverse and inclusive experiences; provide arts, culture, music, sport and recreation events and activations for residents and visitors year-round.

Analysis

1.0 Background Information

The London Heritage Council (LHC) provides services to the City of London through a multi-year Purchase of Service Agreement. Together through this Agreement, Civic Administration and the LHC will continue to work toward implementing the cultural heritage outcomes of the City's Strategic Plan and London's Cultural Prosperity Plan.

The LHC is a not-for-profit cultural heritage umbrella organization. The mission of the LHC is "to bring Londoners together to celebrate our shared stories". The LHC is the primary resource for programs and services that provide information, education, consultation, and networking opportunities for the entire heritage community, including Londoners and visitors.

1.1 Previous Reports Related to this Matter:

- LHC Agreement, April 9, 2008
- LHC Agreement, March 9, 2011
- [Key Cultural Prosperity Plan Initiatives Funded by the Culture Office in 2013](#) (IEPC: June 24, 2013)
- [Key Cultural Prosperity Plan Initiatives to be Funded by the Culture Office in 2014](#) (IEPC: April 14, 2014)
- [The London Heritage Council Agreement Renewal](#) (CPSC: June 16, 2015)
- [London Heritage Council Agreement 2019 – 2023](#) (CPSC: April 1, 2019)

2.0 Key Issues and Considerations

2.1. London Heritage Council Proposed Agreement Updates

The following updates from the previous Multi-Year Purchase of Service Agreement have been made to this proposed LHC (2024 – 2027) Purchase of Service Agreement attached as Schedule '1' to Appendix A to this report:

Proposed Update	Rationale
<p><u>Term of Agreement:</u></p> <p>Clause 3.1 This Agreement shall commence on January 1, 2024, and end on December 31, 2027.</p>	<p>Housekeeping update of the term of the Agreement.</p>
<p><u>Obligations of LHC:</u></p> <p>LHC agrees to provide the following services: Clause 4.1 (c) operate the Labatt Park Baseball Heritage Tour and Clubhouse Experience Program.</p>	<p>Additional Services added using existing funding.</p>
<p>Clause 4.1 (d) to operate the Heritage Fair.</p> <p>Each year London Heritage Council works with the City and the London Public Library to host Heritage Fair to kick off Heritage Week in February.</p>	<p>Additional Services added using existing funding.</p>
<p><u>Marketing, Promotion and Communication Requirements:</u> Clause 4.3 (b) LHC shall utilize social media, LHC website, paid advertisement, and community information sessions to advertise and market the Community Heritage Investment Program (CHIP) to the community.</p>	<p>Recommendation from the November 1, 2023, MNP Internal Auditors "Community Arts Investment Program Value for Money (VFM) Audit".</p>
<p><u>Payment of Fees for Services:</u> Clause 5.1</p> <p>For the Services, the City agrees to pay LHC a fee of one hundred and eighty-six thousand two hundred and two dollars (\$191,202) for each year of this Agreement including:</p> <ul style="list-style-type: none"> • Ten thousand dollars (\$10,000) towards the operation of Labatt Baseball Park Tours and Clubhouse Experience Program. • Three thousand dollars (\$3,000) towards the operation of the Heritage Fair Program. 	<p>Additional Services added using existing funding.</p>
<p><u>Operation and Administration of CHIP:</u></p> <p>Clause 5.3 a (v) A clear method for interested applicants to express and submit their interest in becoming an assessor shall be established through submission of an online form.</p>	<p>Recommendations from the November 1, 2023, MNP Internal Auditors "Community Arts Investment Program Value for Money (VFM) Audit".</p>

Proposed Update	Rationale
<p>The approval of “Assessor Expression of Interest Forms” submitted by interested applicants by the LHC Executive Director shall be documented and included in the annual LHC CHIP process documentation prior to new Community Assessment Panel members being selected.</p> <p>The LHC will have each member of the Community Assessment Panel sign the “Confidentiality and Non-Disclosure Agreement (“NDA”) Form” included with the CHIP Assessors Guide and include copies of this Form in the annual LHC CHIP process documentation.</p> <p>The LHC CHIP processes and procedures shall be documented within an overarching policy and procedural manual for the CHIP granting program that will outline end to end processes and detailed steps of each process and the responsibilities of staff. This information will be communicated and accessible to relevant staff.</p> <p>This LHC CHIP Policy and Procedure Manual will also include:</p> <ul style="list-style-type: none"> • Funds approval and transfer process (funds being approved by the Community Assessment Panel and then authorized/signed by the Executive Director of the LHC prior to disbursement) to successful CHIP applicants; • The following key CHIP Community Assessment Panel processes: <ul style="list-style-type: none"> ○ Assessor selection and approval process. ○ Conflict of interest check/declaration and non-disclosure and confidentiality agreement processes. ○ Process for documenting the Assessor Panel discussion and conclusion. • Process for developing and approving the annual CHIP communications plan. • A ‘version control’ section shall be included within the policy and procedure manual. This section should cover the following information: Owner; Approver; Date of approval; Date issued; Date effective; Date of last change; Description/rationale of changes; Frequency of Review (e.g., 	

Proposed Update	Rationale
<p>annually, biennially); and Date of next review.</p>	
<p><u>Records and Reporting: Clause 6.6 Annual Report.</u> For each year of the Term of this Agreement, LHC shall, on or before June 15th, provide to the Culture Manager an annual report approved by the LHC Board of Directors, in a form satisfactory to the City Manager which shall include.</p> <p>(a) for the Community Heritage Investment Program (CHIP):</p> <p>(iv) a descriptive report on an analysis of the overall impacts of this granting program and process on heritage for London, based upon the evaluation forms received from CHIP recipients.</p> <p>(v) Standardized recipient and assessor surveys shall be conducted annually to obtain feedback regarding their participation with the CHIP and to help identify opportunities for improvement. The surveys may ask questions regarding the following: Process satisfaction; Process improvement opportunities; Likelihood of involvement with the CHIP again and of a referral; How they heard about the CHIP.</p>	<p>Recommendations from the November 1, 2023, MNP Internal Auditors “Community Arts Investment Program Value for Money (VFM) Audit”.</p>
<p><u>Insurance and Indemnity: Clause 8.1</u> Throughout the term of this Agreement, LHC shall maintain general liability insurance on an occurrence basis for an amount of not less than Five Million Dollars (\$5,000,000).</p>	<p>Housekeeping update that raises the comprehensive general liability insurance from \$2M to \$5M.</p>

3.0 Financial Impact/Considerations

3.1 Annual Operating Funding from the City of London

Funding for this Agreement is contained within the Arts, Culture, Advisory and Funding (Neighbourhood and Community-Wide Services) base budget.

The LHC continues to receive \$191,202 in operating funding from the City of London Cultural Service’s Division annual base operating budget, which includes:

- (a) \$25,000 towards an annual heritage showcase weekend, Doors Open London;
- (b) \$35,000 towards the operation of the Museum School London Program;

- (c) \$10,000 for the operation of the Labatt Baseball Park Baseball Heritage Tour and Clubhouse Experience program;
- (d) \$3,000 for the operation of the Heritage Fair event; and
- (e) \$118,202 (to be adjusted to inflation annually) towards all other services (Agreement Section 4.1 Subsections e to j) to be provided by LHC under this Agreement, which includes:
 - operate and administer the Community Heritage Investment Program (CHIP) in accordance with the guidelines attached as Schedule “A”;
 - operate, including maintaining and managing heritage content on, the London Heritage Council Website www.londonheritage.ca for the purpose of promoting programs delivered and administered by LHC and the City;
 - consult and meet with the Culture Manager on an ongoing basis concerning LHC’s heritage initiatives;
 - participate with the City on the ongoing development and implementation of London’s Cultural Prosperity Plan;
 - at the Culture Manager’s request, attend a Standing Committee meeting to answer questions regarding the status of the implementation of the City’s Strategic Plan as it relates to Heritage and London’s Cultural Prosperity Plan; and
 - ongoing consultation and/or heritage services of the LHC provided to the City’s Culture Services related to heritage policy and guidelines, evaluation, heritage education, heritage memorials, monuments, and artifacts, cultural heritage internships, and administrative funding for operating the Community Heritage Investment Program (CHIP), which distributes City \$76,300 in funding to the heritage community; engagement and city-wide heritage anniversary celebrations.

Conclusion

Together through this proposed updated London Heritage Council Multi-Year Purchase of Service Agreement Civic Administration and the LHC will work toward implementing the cultural heritage outcomes of the City’s Strategic Plan and London’s Cultural Prosperity Plan. This Agreement with the LHC furthers service delivery through the opportunity to share services and supports between the City and its partners through shared multi-year service agreements.

This LHC Multi-Year Purchase of Service Agreement has been reviewed with the assistance of Legal Services, Finance Supports and Risk Management.

Prepared by: Robin Armistead, Manager, Culture Services

Recommended by: Cheryl Smith, Deputy City Manager, Neighbourhood and Community-Wide Services

cc: Terri Smale, Executive Director, London Heritage Council

Appendix A: London Heritage Council 2024-2027 Multi-Year Purchase of Service By-law

Bill No.

By-law No.

A By-law to approve the Purchase of Service Agreement between London Heritage Council and the Corporation of the City of London; and to authorize the Mayor and City Clerk to execute the Agreement.

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

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

1. The Agreement attached as Schedule “A” to this by-law between The Corporation of the City of London and the London Heritage Council (the Purchase of Service Agreement”) setting out the terms and conditions of the City’s grant of funds to the London Heritage Council is approved.
2. The Mayor and Clerk are authorized to execute the Purchase of Service Agreement approved under section 1 of this by-law.
3. The Deputy City Manager, Neighbourhood and Community-Wide Services, or their written designate, is delegated the authority to act as the City Representative for the purposes of the Purchase of Service Agreement.
4. The Deputy City Manager, Neighbourhood and Community-Wide Services, or their written designate, is delegated the authority to amend the Purchase of Service Agreement with respect to the total maximum amount of the City’s contribution towards the Funded Activity under the Purchase of Service Agreement.
5. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council February 13, 2024

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First reading -
Second reading -
Third reading –

Schedule 1

THIS PURCHASE OF SERVICE AGREEMENT with effect as of January 1, 2024.

BETWEEN:

LONDON HERITAGE COUNCIL
(hereinafter referred to as LHC)
OF THE FIRST PART

AND

THE CORPORATION OF THE CITY OF LONDON
(hereinafter referred to as the City)
OF THE SECOND PART

WHEREAS the City may provide any service or thing that the municipality considers necessary or desirable for the public pursuant to subsection 10(1) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended;

AND WHEREAS the City may pass by-laws respecting matters of economic, social and environmental well-being of the municipality and services and things that the municipality is authorized to provide under subsection 10(1) pursuant to subsection 10(2) of the *Municipal Act, 2001*, as amended;

AND WHEREAS the City has the capacity, rights, powers and privileges of a natural person for the purposes of exercising its authority pursuant to the provisions of section 9 of the *Municipal Act, 2001*, as amended;

AND WHEREAS LHC is an incorporated not-for-profit organization with a Board of Directors, and the mission of LHC is “to bring Londoners together to celebrate our shared stories”;

AND WHEREAS the City wishes to retain the services of LHC to provide services including the administration of City funding for the Community Heritage Investment Program and specified heritage services as set out in this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained, the parties hereto covenant and agree with the other as follows:

PART 1 – DEFINITIONS

1.1 In this Agreement the following terms shall have the following meanings:

- (a) “CHIP” means the Community Heritage Investment Program;
- (b) “Services” means the services as set out in part 4 of this Agreement;
- (c) “City Treasurer” means the City’s Treasurer appointed under the *Municipal Act, 2001* or any person delegated by him or her for the purposes of this Agreement.

PART 2 – REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 General. LHC represents, warrants and covenants that:

- (a) It is, and shall continue to be for the term of this Agreement, a validly existing legal entity with full power to fulfill its obligations under this Agreement;

- (b) It has, and shall continue to have for the term of this Agreement, the experience and expertise necessary to accept and apply the Fee/funds toward its costs for the Services; and
- (c) It is and shall continue to be for the term of this Agreement, 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 Fee/funds.

2.2 Execution of Agreement. LHC represents and warrants that:

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

2.3 Governance. LHC represents, warrants and covenants that it has and shall maintain, in writing for the period during which this Agreement is in effect:

- (a) A code of conduct and ethical responsibilities for all persons at all levels of LHC's organization;
- (b) Procedures to ensure the ongoing effective functioning of LHC;
- (c) Decision-making mechanisms for LHC;
- (d) Procedures to enable LHC to manage the Fee/funds prudently and effectively;
- (e) Procedures to enable the preparation and delivery of all reports required pursuant to this Agreement; and
- (f) Procedures to enable LHC to deal with such other matters as LHC considers necessary to ensure that LHC carries out its obligations under this Agreement.

2.4 Supporting Documentation. Upon request, LHC shall provide the City with proof of the matters referred to in this section.

PART 3 – TERM

3.1 This Agreement shall commence on January 1, 2024, and end on December 31, 2027, unless terminated earlier pursuant to the termination provisions in this Agreement.

PART 4 - OBLIGATIONS OF LHC

4.1 LHC agrees to provide the following services (the "Services"):

- (a) operate the Doors Open London event;
- (b) operate the Museum School London program;
- (c) operate the Labatt Park Baseball Heritage Tour and Clubhouse Experience program;
- (d) operate the Heritage Fair event;
- (e) operate and administer the Community Heritage Investment Program (CHIP) in accordance with the guidelines attached as **Schedule "A"**;
- (f) operate, including maintaining and managing heritage content on, the London Heritage Council Website www.londonheritage.ca for the purpose of promoting programs delivered and administered by LHC and the City;

- (g) consult and meet with the Culture Manager on an ongoing basis concerning LHC's heritage initiatives;
- (h) participate with the City on the ongoing development and implementation of London's Cultural Prosperity Plan;
- (i) at the Culture Manager's request, attend a Standing Committee meeting to answer questions regarding the status of the implementation of the City's Strategic Plan as it relates to Heritage and London's Cultural Prosperity Plan; and
- (j) ongoing consultation and/or heritage services of the LHC provided to the City's Culture Services related to heritage policy and guidelines, evaluation, heritage education, heritage memorials, monuments, and artifacts, cultural heritage internships, and administrative funding for operating the Community Heritage Investment Program (CHIP), which distributes City funding to the heritage community; engagement and city-wide heritage anniversary celebrations.

4.2 The City and LHC may agree in writing from time to time to add, eliminate, transfer or vary the Services supplied by LHC to the City under this Agreement recognizing that the Fee paid by the City to the LHC may be adjusted to reflect such changes.

4.3 Marketing, Promotion and Communication Requirements.

- (a) LHC shall acknowledge, in a form and manner as authorized by the Culture Manager, the support of the City in all marketing and promotional materials (including but not limited to specific programs funded by the City on www.londonheritage.ca, social media, flyers, postcards, posters, programs, banners) related to the Services provided by it under this Agreement.
- (b) LHC shall utilize social media, LHC website, paid advertisement, and community information sessions to advertise and market the Community Heritage Investment Program (CHIP) to the community.
- (c) LHC shall require all recipients of funding as a condition of granting funds under the Community Heritage Investment Program (CHIP) to use the City's logo, in a manner as authorized by the Director of Strategic Communications and Community Engagement, in their marketing and promotional materials related to the project, program or activity for which the CHIP funding was provided.

PART 5 - PAYMENT OF FEES FOR SERVICES AND FUNDING FOR CHIP GRANTS

5.1 For the Services, the City agrees to pay LHC a fee ("the Fee") of ONE HUNDRED NINETY-ONE THOUSAND, TWO HUNDRED AND TWO DOLLARS (**\$191,202.00**) for each year of this Agreement subject to the following:

- (a) subject to City of London budget approval, beginning in 2024 and thereafter annually during the term of this Agreement the Fee in the amount of ONE HUNDRED EIGHTEEN THOUSAND TWO HUNDRED AND TWO DOLLARS (**\$118,202.00**), shall be adjusted by the percentage change over 12 months in the December All-Items Consumer Price Index for Canada, (Table 326-0020 all items, 2002 = 100);
- (b) subject to City of London budget approval, in each year during the term of this Agreement, the Fee shall be paid in two installments with 95% paid annually on or before March 30th and 5% paid on receipt of the Annual Report by June 15th as required in accordance with section 6.6;
- (c) LHC shall use the Fee only for the purpose of funding the Services;

- (d) the City may, in its sole discretion and in addition to any other remedy available to it, withhold any payment due to LHC under this Agreement and, in particular;
- (e) if LHC has failed to submit when due any report required by the City under this Agreement;
- (f) pending the completion of an audit of LHC's books and records, should the City decide to undertake such an audit;
 - (i) if LHC is not in compliance with any applicable laws, regulations, by-laws, Council Policies, and if applicable the Vulnerable Populations requirements;
 - (ii) in the event that an audit of LHC's books and records indicates mismanagement or misuse of funds, in the sole opinion of the City Treasurer; and
 - (iii) if LHC has not provided the insurance certificate as required under this Agreement;
- (g) the Fee shall be adjusted to reflect the addition, elimination, transfer or variance to the Services agreed upon in writing from time to time by the City and LHC.

5.2 LHC acknowledges and agrees that the Fee has been calculated generally using the following formula:

- (a) Twenty-five thousand dollars (\$25,000) for an annual heritage showcase Doors Open London event;
- (b) Thirty-five thousand dollars (\$35,000) towards operation of the Museum School London program;
- (c) Ten thousand dollars (\$10,000) towards the operation of Labatt Park Baseball Heritage Tours and Clubhouse Experience Program;
- (d) Three thousand dollars (\$3,000) towards the operation of the Heritage Fair Program; and
- (e) ONE HUNDRED EIGHTEEN THOUSAND TWO HUNDRED AND TWO DOLLARS (\$118,202.00) towards all other Services (Agreement Section 4.1 Subsections e to j) of this Agreement.

5.3 Operation and administration of CHIP.

- (a) LHC agrees that it shall;
 - (i) operate and administer the Community Heritage Investment Program (CHIP) in accordance with the guidelines attached as **Schedule "A"**;
 - (ii) establish and maintain a separate bank account to be used solely for the purpose of holding funds provided to it by the City for grants to be made under the Community Heritage Investment Program (CHIP);
 - (iii) deposit and hold all funds provided to it by the City for grants to be made under the Community Heritage Investment Program (CHIP) into such account;
 - (iv) withdraw funds from such account only for the purpose of funding a program, project or operating funding for the organization for which an application has been received and approved by LHC under the Community Heritage Investment Program (CHIP); and

- (v) establish within its organization a volunteer (CHIP) Community Assessment Panel to review applications for the purpose of allocation of the CHIP funding.

A clear method for interested applicants to express and submit their interest in becoming an assessor shall be established through submission of an online form.

The approval of “Assessor Expression of Interest Forms” submitted by interested applicants by the LHC Executive Director shall be documented and included in the annual LHC CHIP process documentation prior to new Community Assessment Panel members being selected.

The LHC will have each member of the Community Assessment Panel sign the “Confidentiality and Non-Disclosure Agreement (“NDA”) Form” included with the CHIP Assessors Guide and include copies of this Form in the annual LHC CHIP process documentation.

The decisions of the (CHIP) Community Assessment Panel shall be final and not subject to being changed by LHC Board Members, LHC staff, City Council or Civic Administration.

The LHC CHIP processes and procedures shall be documented within an overarching policy and procedural manual for the CHIP granting program that will outline end to end processes and detailed steps of each process and the responsibilities of staff. This information will be communicated and accessible to relevant staff.

This LHC CHIP Policy and Procedure Manual will also include:

- Funds approval and transfer process (funds being approved by the Community Assessment Panel and then authorized/signed by the Executive Director of the LHC prior to disbursement) to successful CHIP applicants;
- Process for developing and approving the annual CHIP communications plan.
- The following key CHIP Community Assessment Panel processes:
 - Assessor selection and approval process;
 - Conflict of interest check/declaration and non-disclosure and confidentiality agreement processes;
 - Process for documenting the Assessor Panel discussion and conclusion.
- A ‘version control’ section shall be included within the policy and procedure manual. This section should cover the following information:
 - Owner;
 - Approver;
 - Date of approval;
 - Date issued;
 - Date effective;
 - Date of last change;
 - Description/rationale of changes;
 - Frequency of Review (e.g., annually, biennially); and,
 - Date of next review.

(b) LHC agrees that it shall consult with the Culture Manager about changes proposed by it to the Community Heritage Investment Program (CHIP) guidelines attached as **Schedule “A”**. LHC agrees that it shall not make any changes to the guidelines in **Schedule “A”** without the Culture Manager’s approval in writing.

(c) LHC acknowledges and agrees:

- (i) that the funds provided to it by the City for grants to be made under the Community Heritage Investment Program (CHIP) are subject to approval by City Council, in its sole discretion, for the fiscal year in which the payment is to be made; and
- (ii) that if the City Council terminates or reduces the amount of funding for grants allocated to the program, the City is not obligated to make any such payment to LHC and LHC shall not hold the City liable for any termination or reduction of the funding.

(d) The parties agree that if the funding for grants allocated to the program is terminated or reduced, they shall attempt in good faith to negotiate an amendment to the Fee and if an agreement cannot be reached that is satisfactory to both parties, either party may terminate this Agreement in accordance with the termination provisions of this Agreement.

5.4 LHC shall use the Fee and shall distribute the funds provided to it for allocation under the Community Heritage Investment Program (CHIP) without any actual potential or perceived conflict of interest. For the purposes of this section, a conflict of interest includes any circumstances where:

- (a) LHC; or/and
- (b) any person who has the capacity to influence LHC’s decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with LHC’s objective, unbiased and impartial judgement relating to the use of the Fee/funds provided to it for allocation under the Community Heritage Investment Program (CHIP).

PART 6 – RECORDS & REPORTING

6.1 Records. LHC shall keep and maintain during the term of this Agreement and for a period of seven (7) years following expiration or termination of this Agreement:

- (a) all financial records in accordance with generally accepted accounting principles related to all of its operations and the Services; and
- (b) all non-financial documents and records relating to the Services.

6.2 In the event that LHC ceases operation, LHC shall not dispose of any records related to the Services without the prior written consent of the Culture Manager and shall immediately return all records to the City upon request.

6.3 The City Treasurer or an auditor identified by the City Treasurer may, at the City’s expense, upon 2 business days’ notice to LHC and during normal business hours, enter upon LHC’s premises to review LHC’s records under section 6.1, and for these purposes, the City Treasurer or an auditor identified by the City Treasurer may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section 6.1;
- (b) remove any copies made pursuant to this section from LHC’s premises; and

(c) conduct any type of audit or investigation of LHC in respect of any of its obligations under this Agreement.

6.4 LHC agrees that during any inspection, audit or investigation conducted under section 6.3, it shall cooperate fully with the City Treasurer or an auditor identified by the City Treasurer and shall make available all facilities, physical and otherwise, for such inspection, audit or investigation and shall furnish the City Treasurer and its auditor with all such information as it or they, may from time to time require.

6.5 Financial Reporting. LHC shall file with the City, no later than June 30th in each year, financial statements and an auditor's report for the immediately preceding year, fairly representing the financial position of LHC and the results of its operations for the period under review in accordance with generally accepted accounting principles applied on a basis consistent with that of the preceding period.

6.6 Annual Report. For each year of the Term of this Agreement, LHC shall, on or before June 15th, provide to the Culture Manager an annual report approved by the LHC Board of Directors, in a form satisfactory to the City Manager which shall include;

- (a) for the Community Heritage Investment Program (CHIP):
 - (i) a listing of annual CHIP recipients receiving funding;
 - (ii) a list of any unallocated funds that shall remain to be allocated as part of the CHIP allocation process for the following year;
 - (iii) a report on any conflicts of interest, complaints or concerns which were raised during the timeframe being reported;
 - (iv) a descriptive report on an analysis of the overall impacts of this granting program and process on heritage for London, based upon the evaluation forms received from CHIP recipients.
 - (v) Standardized recipient and assessor surveys shall be conducted annually to obtain feedback regarding their participation with the CHIP and to help identify opportunities for improvement. The surveys may ask questions regarding the following: Process satisfaction; Process improvement opportunities; Likelihood of involvement with the CHIP again and of a referral; How they heard about the CHIP.
- (b) Doors Open London event celebration attendance, number of sites, types of programming at each site, volunteers, annual successes and challenges, concerns, and leveraged funding from other sources;
- (c) Museum School London program collaboration statistics related to each of the regional school boards; and leveraged funding from other sources;
- (d) Ongoing consultation and/or services provided to the City's Culture Services related to heritage policy and guidelines, heritage education, cultural heritage internships, memorials, monuments and artifacts, heritage engagement and city-wide anniversary celebrations; and
- (e) The impact and alignment of heritage programs and services provided by the London Heritage Council with the City's Strategic Plan and London's Cultural Prosperity Plan.

PART 7 – COMPLIANCE WITH LEGISLATION

7.1 LHC agrees that it shall during the term of this Agreement be in compliance with all federal and provincial laws and regulations, all municipal by-laws and any other applicable orders, rules and by-laws.

7.2 LHC shall operate independently of the City and is not the agent or servant of the City for any purpose.

7.3 LHC acknowledges and agrees that this Agreement is in no way deemed or construed to be an Agreement of Employment. Specifically, the parties agree that it is not intended by this Agreement that LHC or its employees, are to be employees of or have an employment relationship of any kind with the City or are in any way entitled to employment benefits of any kind whatsoever from the City, including but not limited to private programs or coverages, and statutory programs and coverages, whether under employment statutes, worker's compensation plans, unemployment/employment schemes, health plan contributions, or otherwise ("Employment Benefits"). LHC further acknowledges and agrees that it is the sole and exclusive responsibility of LHC to make its own determination as to its status under the *Employment Standards Act*, 2000, S.O. 2000, c. 41; the *Income Tax Act*, R.S.C. 1985 c.1 (1st Supp); the *Canada Pension Act*, R.S.C. 1985, c.C-8; the *Employment Insurance Act*, S.O. 1996, c.23; the *Workplace Safety and Insurance Act*, 1997 S.O. 1997, c.26 (Schedule "A"); the *Occupational Health and Safety Act*, R.S.O. 1990, c.o.1; the *Pay Equity Act*, R. S. O. 1990, c.P.7; or the *Health Insurance Act*, R.S.O. 1990, c.H.6; all as amended from time to time, and any legislation in substitution therefor and, in particular, to comply with the provisions of any of the aforesaid Acts, and to make any payments required thereunder.

7.4 LHC shall ensure that all its employees, agents, volunteers, or others for whom LHC is legally responsible receive training regarding the provision of the Services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the *Accessibility for Ontarians with Disabilities Act*, 2005, as amended the "Act"). LHC shall ensure that such training includes, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. LHC shall submit to the City, as required from time to time, documentation describing its customer service training policies, practices and procedures, and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents volunteers or others who received such training. The City reserves the right to require LHC to amend its training policies to meet the requirements of the Act and the Regulation.

7.5 In accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, LHC, its directors, officers, employees, agents and volunteers shall hold confidential and shall not disclose or release to any person at any time during or following the term of this Agreement, except where required by law, or as required under this Agreement, any information or document without obtaining the written consent of the individual/organization concerned prior to the release or disclosure of such information or document and shall comply with the requirements regarding personal information and confidentiality as contained in **Schedule "B"** attached hereto and forming part of this Agreement.

7.6 When collecting personal information under this Agreement, LHC shall use only the forms approved by the City for that purpose.

PART 8 - INSURANCE AND INDEMNITY

8.1 Throughout the term of this Agreement, LHC shall maintain general liability insurance on an occurrence basis for an amount of not less than Five Million Dollars (\$5,000,000.00) and shall include the City as an additional insured with respect to LHC's operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal liability, personal injury, broad form property damage, contractual liability, owners' and contractor's protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses. LHC shall submit, on an annual basis in advance of expiry, a completed standard Insurance Certificate (Form #0788), which provides for a minimum of thirty (30) days' notice in advance of cancellation of such insurance.

8.2 LHC shall submit, on an annual basis, a comprehensive (3D) Dishonesty, Disappearance and Destruction Blanket Position Policy or equivalent Fidelity Bond in the amount of One Hundred Thousand Dollars (\$100,000.00). The City shall be shown on the policy as a named Obligee, with respect to incidents arising from work performed under this Agreement.

8.3 The City reserves the right to request such higher limits of insurance or other types of policies appropriate to this Agreement as it may reasonably require from time to time; and any failure by LHC to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement by LHC.

8.4 LHC undertakes and agrees to defend and indemnify the City and hold the City harmless from and against all claims, demands, suits, losses, costs, damages and expenses that the City may sustain or incur by reason of:

(a) any breach of this Agreement, including but not limited to damage to any and all persons or property, all fines or penalties or loss or misuse of funds, by LHC, its employees or persons for whom it is at law responsible;

(b) any claim or finding that LHC, its employees or persons for whom LHC is at law responsible are employees of, or are in any employment relationship with, the City or are entitled to any Employment Benefits of any kind; or any liability on the part of the City, under the Income Tax Act (Canada) or any other statute (including, without limitation, any Employment Benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties, in connection with the performance of Services or otherwise in connection with this Agreement; and

(c) LHC further agrees that, in accordance with section 10.9, this indemnification shall survive the expiration and termination of this Agreement for claims arising from or out of incidents occurring during the term of this Agreement.

PART 9 - DEFAULT AND TERMINATION

9.1 Events of Default. The following constitute events of default, the proof of which to the contrary lies upon LHC:

(a) LHC becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time being enforced relating to bankrupt or insolvent debtors;

(b) an order is made or resolution passed for winding up or for the dissolution of LHC or it is dissolved;

(c) LHC ceases actual bona fide operation for a period of thirty (30) days;

(d) LHC has knowingly submitted false or misleading information to the City; or

(e) LHC is in breach of the performance of, or compliance with, any term, condition or obligation on its part to be observed or performed under this Agreement.

9.2 Remedies on Default/Termination on Default. If an event of default occurs, the City may, at any time, take one or more of the following actions in addition to any other remedy that may be available to it:

(a) initiate any action the City considers necessary in order to facilitate the provision of the Services, the successful application of the Fee for the Services or for the allocation of the funding provided under the Community Heritage Investment Program (CHIP);

(b) provide LHC with an opportunity to remedy the event of default;

- (c) suspend the payment of the Fee for such period as the City determines appropriate;
- (d) reduce the amount of the Fee;
- (e) demand the repayment of any of the Fee or funds provided to it for allocation under the Community Heritage Investment Program (CHIP) remaining in the possession or under the control of LHC;
- (f) demand the repayment of any amount equal to any of the Fee LHC used, but did not use in accordance with this Agreement;
- (g) demand the repayment of any amount equal to any of the funds disbursed under the Community Heritage Investment Program (CHIP) that were not used, allocated or disbursed in accordance with this Agreement;
- (h) demand the repayment of any amount equal to any of the Fee the City provided to LHC;
- (i) demand the repayment of any amount equal to the funds provided by the City to LHC for allocation under the Community Heritage Investment Program (CHIP); or
- (j) terminate this Agreement at any time, including immediately, upon giving Notice to LHC.

9.3 LHC Not Remediating. If under section 9.2 the City has provided LHC with an opportunity to remedy the event of default and LHC does not remedy the event of default within the time specified by the City in the notice, the City may in its sole discretion extend the notice period or initiate any one or more of the actions provided in section 9.2.

9.4 Obligation to return Fee and CHIP funds to the City. If the City has demanded any repayment under section 9.2, LHC agrees that it shall forthwith remit such repayment to the City.

9.5 This Agreement may be terminated at any time by either party providing sixty (60) days' notice in writing to the other or by the City and the LHC agreeing in writing at any time to the termination of this Agreement.

9.6 Upon receipt or rendering of notice that this Agreement is ending, LHC shall perform no further services other than those reasonably necessary to close out its services and report to the City.

9.7 On termination or expiration of this Agreement, LHC shall return any unused portion of the Fee and any funds provided to it by the City for grants to be made under the Community Heritage Investment Program (CHIP) that have not been allocated under the program.

PART 10 - GENERAL

10.1 The parties agree that each of them shall, upon reasonable request of the other, do or cause to be done all further lawful acts, deeds and assurances whatsoever for the better performance of the terms and conditions of this Agreement.

10.2 If any part of this Agreement is rendered invalid, the remainder of the Agreement continues to apply.

10.3 This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, arrangement (interim or otherwise), letters of intent, understandings, negotiations and discussions, whether oral or written, of the parties pertaining to such subject matter.

10.4 No subsequent alteration, amendment, change or addition to this Agreement shall be binding on the City or LHC unless in writing signed by each of them.

10.5 LHC shall not assign this Agreement without the prior written consent of the City which consent may be withheld for any reason in the City’s sole discretion.

10.6 This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors or assigns.

10.7 Under this Agreement, any notices required under this Agreement shall be in writing and shall be delivered by postage-prepaid mail, personal delivery, recognized courier or fax and shall be addressed to the other party for whom it is intended, and any notice shall be deemed to have been given:

- (a) if delivered personally or by recognized courier on the date of such delivery; or
 - (b) if delivered by postage prepaid mail, three (3) days after the party mails it.
- Any notices under this Agreement shall be sent to the City and LHC as follows:

- (a) The Corporation of the City of London
300 Dufferin Ave., 3rd floor
P.O. Box 5035
London. ON N6A 4L9
Attention: City Clerk

- (b) London Heritage Council
201 King Street
LONDON, ON N6A 1C9
Attention: Executive Director

10.8 This Agreement shall be governed and interpreted in accordance with the laws of Ontario and Canada applicable to this Agreement and shall be treated in all respects as an Ontario contract. LHC and the City specifically submit to the exclusive jurisdiction of the courts of Ontario and Canada.

10.9 The following provisions and any applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of seven (7) years from the date of expiry or other termination of this Agreement: Part 1 and any other applicable definitions; section 4.3; Part 6; paragraphs (e) (g) (h) and (i) of section 9.2; section 9.4; section 9.6; section 9.7 and Part 10. Section 8.4 and any applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of two (2) years from the date of expiry or other termination of this Agreement.

10.10 LHC acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals attested to by the hands of their respective authorized signing officers.

THE CORPORATION OF THE CITY OF LONDON

LONDON HERITAGE COUNCIL

Josh Morgan, Mayor

Terri Smale, Executive Director

Michael Schulthess, City Clerk

*I have the authority to bind the Corporation

SCHEDULE “A“

COMMUNITY HERITAGE INVESTMENT PROGRAM (CHIP) GUIDELINES

The City of London Community Heritage Investment Program (CHIP) administered by the London Heritage Council (LHC) provides funding to museums, heritage organizations and professionals in London, Ontario.

CHIP Streams of Funding:

There are two streams of funding through CHIP:

- Operational funding
- Project or Program funding

Program Priorities:

The Community Heritage Investment Program funds are intended to provide funding to museums, heritage organizations and professionals within the City of London that will:

- Support workforce development, professional development, and job creation within the museum and heritage sector;
- Further the development and creation of innovative programming;
- Encourage public awareness and appreciation of London’s heritage and cultural heritage sector;
- Increase access to quality local heritage and cultural heritage activities;
- Enhance, preserve, promote and celebrate London as a heritage and cultural community;
- Encourage collaborations within the sector;
- Increase access to volunteer opportunities for Londoners;
- Offer Londoners accessible opportunities to engage in and experience London’s heritage, and;
- Enhance London’s desirability as a community of choice.

Program Application Assessment Criteria:

The LHC’s CHIP Evaluation Committee assesses applications using the following criteria in the context of each museum and heritage organization and professional’s stated mandate, scale of operations and the environment in which they work:

1. **Merit:** Based on the applicant’s quality of work, the mandate/statement, funding need description, resume and reference, and supporting material(s);
2. **Impact:** On the development of the museum, heritage organization and professional and on the community for whom the funding is intended to benefit;
3. **Viability:** Of the budget, the planning process and objectives of the funding, the timeline and marketing plan (as applicable).
4. **Value:** A high level of desirable and valuable outcomes that can be tracked using metrics;
5. **Need:** Demonstrated need for support in workforce and organizational development in the sector. An indication of how funding will help fill an employment gap within a museum or heritage organization; and,
6. **Additional Sources of Revenue:** It is preferred that applicants indicate a range of revenue sources, including earned, private sector and government revenue.

Program Exclusions:

If clarification as to eligibility is required, please contact the LHC. The following are ineligible:

- City of London Boards and Commissions, Community Arts Investment Program (CAIP) applicants in the same calendar year;

- Organizations receiving funding from the City of London in excess of \$10,000 annually;
- Projects that have been completed prior to approval of an application. The Community Heritage Investment Program (CHIP) does not apply retroactive funding;
- Activities related to fundraising events/projects or deficit reductions;
- Costs related to capital purposes including, but not limited to, the purchase of land, fixtures or physical facilities. An application for assistance under the Community Heritage Investment Program (CHIP) does not preclude an application for capital assistance under the City of London's "Community Innovation and Capital Grants Program";
- Museums, heritage organizations and professionals that have not completed previous projects funded by the Community Heritage Investment Program (CHIP);
- An applicant that budgets on a deficit basis and/or successively operates on a deficit basis; and,
- Museums, heritage organizations and professionals not located within the City of London.

Supporting Materials:

In addition to the **online application**, the following should be included in the electronic form:

- Museums and heritage organizations must submit a copy of their Letters Patent (for first time applicants), as well as details on official status (non-profit number, charitable status registration number) (first time applicants);
- Electronic Funds Transfer form (first time applicants);
- A copy of the organizations most recent financial statements;
- Proposed budget;
- Additional supporting materials including: marketing materials, video footage, sample programs/brochures, publications and supporting research; and,
- Museums, heritage organizations, and professionals must submit their resume, and references.

Program Deadline:

- Applications must be submitted by: 11:59 p.m. on the 1st of May each funding period;
- Late or incomplete applications are automatically ineligible.
- Applications should be submitted through the electronic form provided; no other means of submission will be accepted.

Final Grant Notification:

The LHC will notify successful and unsuccessful applicants in writing.

Reporting:

As a recipient of public funds, successful applicants in receipt of CHIP funding are required to:

- Submit a CHIP Evaluation Grant Report by: April 30th of the following calendar year related to funding received; This Evaluation Report must include:
 - a reconciled budget;
 - an attached a signed copy of the "Grant Report Declaration";
 - payroll records for the duration of the funding period for operational funding;
 - provide proof of funding from external revenue sources, with dollar amounts outlined; and,
 - supplemental materials to show the scope and benefits of funding; and,

- Keep and maintain all records, invoices and other documents relating to the funding received in a manner consistent with generally accepted accounting principles for a period of 4 years. The LHC may inspect and audit the books, payroll, accounts and records of a recipient, which has received funds.

Conditions and Requirements of Funding:

- Grants are to be spent prior to: March 31st of the following calendar year related to funding received;
- Grants shall only be used for the purpose(s) outlined in the application. Changes in scale, activities and timeframe must be reported promptly to the LHC;
- The LHC's CHIP Evaluation Committee reserves the right to place conditions on the release of grants (e.g. confirmation of venues, other sources of funding, programming). Any specific condition associated with a grant will be contained in the letter of notification;
- As a recipient of public funds, successful applicants are required to maintain adequate records as to receipt and disbursement of funds received;
- The LHC may inspect and audit the books, accounts and records of a recipient that has received funds;
- Grant recipients are required to acknowledge the support of the LHC and the City of London in all marketing and promotional materials (including social media, website, flyers, postcards, posters, programs, banners) relating to the activities for which the funds are granted. Current logos may be obtained from the LHC website www.londonheritage.ca;
- Grant recipients are required to inform the LHC of the dates of all funded activities;
- Grant recipients are required to register themselves and their events on the Tourism London website www.londontourism.ca/Events/Submit-Your-Event and
- If applicable, it is requested that grant recipients maintain an active link from their website to www.londonheritage.ca

Contact Information:

London Heritage Council
201 King Street
LONDON, ON N6A 1C9
Attention: Executive Director
www.londonheritage.ca

SCHEDULE "B"

Municipal Freedom of Information and Protection of Privacy

1. In this Schedule:
 - (a) "City Information" means General Information and Personal Information:
 - (i) provided by the City to the London Heritage Council in relation to this Agreement;
 - (ii) collected by the London Heritage Council in relation to this Agreement; or
 - (iii) derived by the London Heritage Council from the General Information and Personal Information provided under subsection 1(a)(i) or collected under subsection 1(a)(ii);
 - (b) "London Heritage Council Information" means General Information and Personal Information, except City Information, provided by the London Heritage Council to the City in relation to this Agreement;
 - (c) "General Information" means recorded information that is not Personal Information; and
 - (d) "Personal Information" means recorded information about an identifiable individual, including,
 - (i) information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation or marital or family status of the individual,
 - (ii) information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved,
 - (iii) any identifying number, symbol or other particular assigned to the individual,
 - (iv) the address, telephone number, fingerprints or blood type of the individual,
 - (v) the personal opinions or views of the individual except if they relate to another individual,
 - (vi) correspondence sent to an institution by the individual that is implicitly or explicitly of a private or confidential nature, and replies to that correspondence that would reveal the contents of the original correspondence,
 - (vii) the views or opinions of another individual about the individual, and
 - (viii) the individual's name if it appears with other personal information relating to the individual or where the disclosure of the name would reveal other personal information about the individual.
2. All City Information shall remain the sole property of the City and any part of it or all of it shall be given by the London Heritage Council to the City within 5 business days of:
 - (a) the City's written request; or
 - (b) the termination or expiry of this Agreement.

3. Except in accordance with this Agreement, the London Heritage Council shall, when collecting City Information that is Personal Information:
 - (a) limit its collection of the information to that which is necessary for it to comply with this Agreement;
 - (b) make its best efforts to collect the information directly from the individual to whom the information relates by fair and lawful means; and
 - (c) identify the purpose for which the information is collected to the individual at or before the time of collection.
4. The London Heritage Council shall retain all City Information in a manner that protects its security and confidentiality and shall not disclose City Information to any of its personnel not having a need to know such information in relation to the performance of this Agreement.
5. Except:
 - (a) with the consent of the individual; or
 - (b) in accordance with this Agreement, the London Heritage Council shall not use City Information that is Personal Information for purposes other than that for which it was collected.
6. Except for law enforcement purposes and in accordance with this Agreement, the London Heritage Council shall not disclose City Information in any manner whatsoever without the prior approval in writing of the City.
7. The London Heritage Council shall not destroy any City Information.
8. Subject to all applicable legislation, including the *Municipal Freedom of Information and Protection of Privacy Act*, the City may disclose:
 - (a) any part of or all London Heritage Council Information; or
 - (b) any part or all of this Agreement.

Report to Community and Protective Services Committee

To: Chair and Members,
Community and Protective Services Committee

From: Cheryl Smith, Deputy City Manager, Neighbourhood and Community-Wide Services

Subject: 2023-2024 Next Generation 9-1-1 Transition Funding Support – Transfer Payment Agreements

Date: January 29, 2024

Recommendation

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the Year Two (2023-2024) Next Generation 9-1-1 Transition Funding Support Transfer Payment Agreements:

- a) the attached proposed by-law (Appendix “A”) **BE INTRODUCED** at a Municipal Council meeting on February 13, 2024, to:
 - (i) approve the Year Two (2023-2024) Next Generation 9-1-1 Transition Funding Support Transfer Payment Agreement, attached as Appendix “A,” between His Majesty the King in right of Ontario as represented by the Solicitor General and The Corporation of the City of London and London Police Service Communications Section;
 - (ii) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services to execute the above-noted Agreement;
 - (iii) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services to approve and execute any further amending agreements to the above-noted Transfer Payment Agreement;
 - (iv) authorize the Deputy City Manager, Neighbourhood and Community-Wide Services, or written delegate, to execute any financial reports required under the Agreement; and,
 - (v) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services to approve and execute a future agreement between The Corporation of the City of London and the London Police Services Board assigning the terms of Schedule ‘A’ of Appendix ‘A’ to the London Police Services Board; and
- b) the attached proposed by-law (Appendix “B”) **BE INTRODUCED** at a Municipal Council meeting on February 13, 2024 to;
 - (i) approve the Year Two (2023-2024) Next Generation 9-1-1 Transition Funding Support Transfer Payment Agreement, attached as Schedule “B”, between His Majesty the King in right of Ontario as represented by the Solicitor General and The Corporation of the City of London (London Fire Department-Communications Division);
 - (ii) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services to execute the Agreement;
 - (iii) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services to approve and execute any further amending agreements to the above-noted Transfer Payment Agreement; and,
 - (iv) authorize the Deputy City Manager, Neighbourhood and Community-Wide Services, or written delegate, to execute any financial reports required under the Agreement.

Executive Summary

This report recommends that the Corporation of the City of London enter the Year Two (2023-2024) Next Generation 9-1-1 (NG 9-1-1) Transition Funding Support Transfer Payment Agreements between His Majesty the King in right of Ontario as represented by the Solicitor General, and the Corporation of the City of London (the “Recipient”), attached as Schedule A to the proposed by-laws. There are two Transfer Payment Agreements attached to this report. The “Recipient” in Appendix A is the London Police Service and the “Recipient” in Appendix B is the London Fire Department.

Previous Reports Pertinent to this Matter

- [Next Generation 9-1-1 Transition Funding Support- Transfer Payment Agreements](#) (March 21, 2023)
- [Next Generation 9-1-1 Authority Service Agreement with Bell Canada](#) (January 31, 2023)

Linkage to the Corporate Strategic Plan

The NG 9-1-1 Transition Funding Support fund is aligned with the following strategic area of focus and outcome from the City of London Strategic Plan 2023-2027:

Well-Being and Safety

- London has safe, vibrant, and healthy neighbourhoods and communities.

Climate Change and Sustainable Growth

- London infrastructure and systems are built, maintained, and operated to meet the long-term needs of the community.

Analysis

1.0 Discussion and Considerations

1.1 Background and Purpose

In June 2017, the Canadian Radio-Telecom Commission (CRTC) directed telecom companies to upgrade their networks, as the current analog E9-1-1 network was reaching the end of its useful life and to prepare for the transition to Next Generation 9-1-1 (NG 9-1-1) voice and messaging services with Internet Protocol (IP) settings. All 9-1-1 agencies in Canada currently providing E9-1-1 services must migrate to the NG 9-1-1 network by March 4, 2025, as E9-1-1 will be decommissioned. As primary and secondary Public Safety Answering Points (PSAPs), London Police Service (LPS) and London Fire Department (LFD) must upgrade their infrastructure to have the capabilities to receive, transfer and process NG 9-1-1 calls. Currently, both LPS and LFD have begun projects to transition to NG 9-1-1.

On April 14, 2022, the Ontario Government announced they were investing \$208 million over three years to enhance the province’s 9-1-1 emergency response system through the NG 9-1-1 Transition Funding Support Program. This funding will enable significant technology upgrades to support PSAPs in Ontario transition to the new NG 9-1-1 network.

The first round of funding was announced by the Ontario Government on November 28, 2022. The first round of funding was intended to be utilized for new NG 9-1-1 technology and associated costs incurred in the 2022-2023 fiscal year (April 1, 2022 to March 31, 2023). On March 2, 2023, the Province informed the applicants from the City of London, as well as PSAP contacts from the LPS and LFD, that their applications for the NG 9-1-1 Transition Funding Support fund for the 2022-2023 fiscal year were successful. In response to their submission, LPS was eligible for \$700,000 and LFD was eligible for \$900,000.

Civic Administration brought forward a report to a special meeting of Municipal Council on March 28, 2023, recommending that the City enter into the Next Generation 9-1-1 Transition Funding Support Transfer Agreement between His Majesty the King in the right of Ontario as represented by the Solicitor General, and the Corporation of the City of London. Council passed by-laws that approve the entering into of the two agreements, one for London Police Service and the other for London Fire Department.

The purpose of this report is to:

- 1) provide an overview of the second round 2023-2024 Next Generation 9-1-1 Transition Funding Support submission: and,
- 2) present for consideration of approval the Agreements between His Majesty the King in Right of Canada as represented by the Ministry of the Solicitor General and The Corporation of the City of London (the “Recipient”).

1.2 Year Two (2023-2024) Next Generation 9-1-1 Transition Funding Support Submission

On August 10, 2023, the Ontario Government announced that the second round of funding for the NG 9-1-1 Transition Funding Support had opened. To be eligible for the second round of funding, applicants must have successfully applied for the first round (2022-2023). The eligible costs for the second round of funding had to fit within the scope of the Province’s guidelines below;

- One-time expenses incurred from April 1, 2023, to March 31, 2024, that are necessary to obtain and be able to operate a NG9-1-1 call handling system compliant with National Emergency Number Association (NENA) standards, capable of processing NG9-1-1 voice and data records, and that relate to one or more of the following are eligible to be funded:
 - (1) Upgrades to 9-1-1 system technology for the purpose of NG9-1-1 compliance,
 - (2) Procuring services necessary to obtain or implement a NG9-1-1 system, and
 - (3) Data centre upgrades specific to NG9-1-1.

On November 29, 2023, the Province informed the applicants from the City of London, as well as PSAP contacts from the LPS and LFD, that their applications for the second round of NG 9-1-1 Transition Funding Support fund were successful. In this second round of funding, LPS was eligible for \$3,295,115 and LFD was eligible for \$775, 735, subject to signing a Letter of Intent and the Transfer Payment Agreement. For the funds to be transferred to the City for disbursement, an executed Transfer Payment Agreement for each approved application is required, no later than February 16, 2024.

2.0 Financial Impact/Considerations

The funds are intended to offset expenditures made by LPS and LFD to transition to NG 9-1-1 in the 2023-2024 fiscal year. LPS is eligible to receive \$3,295,115 in funding and LFD is eligible to receive \$775,735.

The 2024-2025 funding allocation under the NG 9-1-1 Transition Support program will be communicated to all applicants that applied for the initial funding stream when submissions for another round of funding opens later this year.

3.0 Risk Considerations

3.1 Indemnity

In Schedule ‘A’ of the Transfer Payment Agreements, Article 9.0 – Indemnity requires the City to indemnify and hold harmless the King, the Minister, agents, appointees and employees from and against any loss or proceeding, unless solely caused by the Minister’s gross negligence or wilful misconduct. Although this clause exposes the City to risk, the benefits of the Agreement outweigh the risks. The City mitigates these risks through project management and control measures, liability transfers and applicable insurance.

3.2 Payment of Funds to LPS

In entering into the Agreement with the province for funding for the LPS, the City assumes liability for the funds which are to offset costs incurred by the LPS to transition to NG 9-1-1 in the 2023-2024 fiscal year. Due to the relationship between the City and LPS as separate legal entities, the City has no control over how the funds are managed once they are in the possession or control of LPS. As such, there is some risk that the City may not be able to fulfill all its obligations under Schedule ‘A’ of the Agreement once the City distributes the funds to LPS.

Specifically, Schedule A lists requirements which the City may not be able to agree to in the absence of any written agreement with the London Police Services Board assigning the rights and responsibilities to the Board. The provisions which concern Civic Administration include but are not limited to:

a) A2.3 – Representations, Warranties, and Covenants – Governance

The City does not have full power to fulfill its obligations under the Agreement once the funds are distributed. The City does not have control and/or information with respect to written procedures that the LPS will manage the funds prudently and effectively and identify risks to the completion of the Project and address the risks.

b) A4.3 – Use of Funds and Carry out the Project

The City has no control over how the Project is carried out. The Transfer Payment Agreement makes no note that the LPS is responsible for carrying out the Project.

c) A5.2 – Disposal

The City has no way of preventing the LPS from, without the Province's prior written consent, selling, leasing or otherwise disposing of any asset purchased or created with the Funds or for which the Funds were provided.

d) A13.2 – Consequences of Events of Default and Corrective Action

If, in the opinion of the Province, the City breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to carry out the Project, use or spend funds, in accordance with the terms of the Agreement, such an event would constitute an Event of Default. The Agreement lists potential remedies as consequences of an Event of Default, which include a demand by the Province that the City repay any Funds that were provided.

To mitigate the risks of an Event of Default occurring and incurring liability to repay any funds that are deemed to have not been used in accordance with the Agreement, Civic Administration propose that the City enter into a future agreement with the London Police Board Services prior to dispensing the Funds to the LPS, which will contain the same terms as those in the Agreement. This was the process that was undertaken successfully with the first round of provincial funding.

Conclusion

The Year Two (2023-2024) Next Generation 9-1-1 Transition Funding Support is intended to help Public Service Answering Points (PSAP's) transition to the new NG 9-1-1 infrastructure. Pending Council's approval, the funding allocated through the attached Transfer Payment Agreement will offset costs incurred by the London Police Service and London Fire Department from April 1, 2023 to March 31, 2024.

Prepared by: Cori Dooling, Emergency Communications System Technologist

Submitted by: Paul Ladouceur, Director, Emergency Management and Security Services

Recommended by: Cheryl Smith, Deputy City Manager, Neighbourhood and Community-Wide Services

c: Lynne Livingstone, City Manager
John Paradis, Deputy City Manager, Enterprise Supports
Thai Truong, Chief of Police, London Police Service
Lori Hamer, Fire Chief, London Fire Department
Anna Lisa Barbon, Deputy City Manager, Finance Supports
Lynn Marshall, Solicitor II, Legal Services
Jason Wills, Manager III, Risk Management, Legal Services

Bill No.

By-law No.

A by-law to approve and authorize the execution of the Year Two (2023-2024) Next Generation 9-1-1 Transition Funding Support Transfer Payment Agreement between His Majesty the King in right of Ontario, as represented by the Solicitor General and The Corporation of the City of London and London Police Service – Communications Section.

WHEREAS subsection 5(3) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the Municipal Act, 2001 provides that a municipality has the capacity, rights, powers, and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS subsection 10(1) of the Municipal Act, 2001 provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the Municipal Act, 2001 provides that a municipality may pass by-laws respecting economic, social, and environmental well-being of the municipality, including respecting climate change; and the financial management of the municipality;

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

1. The Year Two (2023-2024) Next Generation 9-1-1 Transition Funding Support Transfer Payment Agreement (the "Agreement") between His Majesty the King in right of Ontario, as represented by the Solicitor General and The Corporation of the City of London and London Police Service – Communications Section, substantially in the form attached as Schedule "A" to this by-law is hereby authorized and approved, noting this is the second round of three years of funding.
2. The Deputy City Manager, Neighbourhood and Community-Wide Services is delegated the authority to execute the Year Two (2023-2024) Next Generation 9-1-1 Transition Funding Support Transfer Payment Agreement authorized and approved under section 1 of this by-law.
3. The Deputy City Manager, Neighbourhood and Community-Wide Services or written designate is delegated the authority to undertake all the administrative, financial, and reporting acts that are necessary in connection with the Agreement as approved in section 1, above.
4. The Deputy City Manager, Neighbourhood and Community-Wide Services, or written delegate, is delegated the authority to execute any financial reports required under this Agreements.
5. The Deputy City Manager, Neighbourhood and Community-Wide Services is delegated the authority to approve and execute a future agreement between The Corporation of the City of London and the London Police Services Board assigning the terms of Schedule 'A' of Appendix 'A' to the London Police Services Board.
6. This by-law comes into force and effect on February 13, 2024, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on February 13, 2024, subject to the provisions of PART VI.1 of the Municipal Act, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading –
Second Reading –
Third Reading –

**Schedule A: Year Two (2023-2024) Next Generation 9-1-1 Transition Support Fund -
Transfer Payment Agreement (London Police Service – Communications Section)**

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 1st day of April, 2023

B E T W E E N :

**His Majesty the King in right of Ontario
as represented by the Solicitor General**

(the “Province”)

- and -

**The Corporation of The City of London (London Police
Service)**

(the “Recipient”)

BACKGROUND

The Province is providing Next Generation 9-1-1 (NG9-1-1) funding over three years to support Public Safety Answering Points (PSAPs) in Ontario with their transition to the new 9-1-1 emergency services communications system.

The existing 9-1-1 system has been in place for more than 30 years and has reached its end of life. The Canadian Radio-television and Telecommunications Commission (CRTC) mandated that emergency telecommunications networks must transition to a new digital 9-1-1 platform, referred to as NG9-1-1, by March 4, 2025.

The NG9-1-1 funding is intended to provide one-time support funding for PSAPs in acquiring critical NG9-1-1 technology and in addressing certain other NG9-1-1 local operational needs. The funding is intended to support PSAPs with initial technology and related infrastructure requirements, as well as project, change management, and training costs that may be incurred. The NG9-1-1 support funding is not intended to cover all NG9-1-1 related expenses.

This Transfer Payment Agreement is prepared under this program to support the Recipient’s PSAP in meeting the March 4, 2025 federally mandated deadline with

eligible expenditures to implement technology and infrastructure upgrades to support the transition to NG9-1-1.

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 **Schedules to the Agreement.** The following schedules form part of the Agreement:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Project Specific Information and Additional Provisions
- Schedule "C" - Project
- Schedule "D" - Budget
- Schedule "E" - Payment Plan
- Schedule "F" - Reports.

1.2 **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.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

3.0 COUNTERPARTS

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

4.0 AMENDING THE AGREEMENT

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

5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement.** The Recipient acknowledges that:

- (a) 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) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project;
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and
- (f) the Province is bound by the *Financial Administration Act* (Ontario) ("**FAA**") and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,
 - (i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
 - (ii) the payment having been charged to an appropriation for a previous fiscal year.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Solicitor General**

Date

Name: Mario Di Tommaso
Title: Deputy Solicitor General, Community Safety

**The Corporation of The City of London (London
Police Service)**

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

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

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions set out in Schedule "B".

"Agreement" means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

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

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

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A12.1.

"Expiry Date" means the expiry date set out in Schedule "B".

"Funding Year" means:

- (a) in the case of the first Funding Year, the period commencing on the

Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

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

“Indemnified Parties” means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

“Maximum Funds” means the maximum set out in Schedule “B”.

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

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A12.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

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

“Records Review” means any assessment the Province conducts pursuant to section A7.4.

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

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 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 Project;
- (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 Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

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

A2.3 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 enable 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 Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; 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.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 **TERM OF THE AGREEMENT**

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

A4.0 **FUNDS AND CARRYING OUT THE PROJECT**

A4.1 **Funds Provided.** The Province will:

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

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (c) the Province may adjust the amount of Funds it provides to the Recipient for any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;

- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 **Interest-Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 **Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 **Conflict of Interest Includes.** For the purposes of Article A6.0, 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 by a reasonable person to, interfere with the Recipient's

objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 **Province Includes.** For the purposes of sections A7.4, A7.5 and A7.6, “Province” includes any auditor or representative the Province may identify.

A7.2 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address set out in Schedule “B” :
 - (i) all Reports in accordance with the timelines and content requirements set out in Schedule “F”;
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A7.3 **Record Maintenance.** The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment)

relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipient; and

- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 **Records Review.** 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 conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or both of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3;
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 **No Control of Records.** No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 Indemnify. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Insurance. The Recipient represents, warrants, and covenants that it has, and will 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 project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:

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

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage

required by section A10.1; or

(ii) other proof that confirms the insurance coverage required by section A10.1; and

(b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

(a) cancel further instalments of Funds;

(b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and

(c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:

(i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and

(ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 Events of Default. Each of the following events will constitute an Event of Default:

(a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

(i) carry out the Project;

- (ii) use or spend Funds; or
- (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);
- (b) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate.

A12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to

collect any amounts the Recipient owes to the Province; and

- (j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

A12.3 Opportunity to Remedy. If, pursuant to section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

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

A12.4 Recipient not Remediating. If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(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 A12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A12.5 When Termination Effective. Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A12.0, if, by the end of a Funding Year, the Recipient has not spent all of the Funds allocated for that Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds;
- (b) adjust the amount of any further instalments of Funds accordingly.

A14.0 FUNDS UPON EXPIRY

A14.1 Funds Upon Expiry. Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 Payment 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 to the Province an amount equal to the excess Funds.

A15.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds or any other amounts owing under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 Interest Rate. The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address set out in Schedule "B".

A15.5 Fails to Pay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

A16.0 NOTICE

A16.1 Notice in Writing and Addressed. Notice will be:

- (a) in writing;

- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule "B", or as either Party later designates to the other by Notice.

A16.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of fax, one Business Day after the Notice is delivered; and
- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 Postal Disruption. Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 Consent. When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A19.0 WAIVER

A19.1 Condonation not a waiver. Failure or delay by the either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver

of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

A19.2 **Waiver.** Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 **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.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
- (b) the successors to His Majesty the King in right of Ontario.

A22.0 GOVERNING LAW

A22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A23.0 FURTHER ASSURANCES

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) 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.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 **Joint and Several Liability.** Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 **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.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King 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.

A27.0 SURVIVAL

A27.1 **Survival.** The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, section A12.1, sections A12.2(d), (e), (f), (g), (h), (i) and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$3,295,115
Expiry Date	June 30, 2024
Amount for the purposes of section A5.2 (Disposal) of Schedule "A"	\$3,295,115
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	Position: Director Address: 21 College Street, Suite 301 Toronto, ON, M7A 0C1 Email: Phil.Thompson@ontario.ca
Contact information for the purposes of Notice to the Recipient	Position: Address: Fax: Email:
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Position: Address: Fax: Email:

Additional Provisions:

None

**SCHEDULE “C”
PROJECT**

In order to ensure NG9-1-1 readiness, the Recipient will obtain:

1) The following NG9-1-1 technology upgrades:

Item	Description
NG9-1-1 hardware	Light polls from Solacom ONX switches firewalls Desk Retro fits for solacom PDU Switches 4 routers for Solacom integration 4 S-com workstation KVM's
NG9-1-1 software	Telephone directory software PSAP position software - 4 add'l
NG9-1-1 licensing costs	Cyber Security for Solacom Solacom Support Software licencing for Solocom Guardian
Multi-media handling and integration including Real Time Text (RTT), console requirements, computer telephony	Video display for GIS integration for NG911 calling of ANI/ALI Call recording/log technology for RTT texting - Servers for storage of additional data
Computer Aided System (CAD) NG9-1-1 system integrations	As the test centre for Solacom we know individual programming changes will be required to make CAD compatible with Solacom and the ESInet. Until we test we don't know what those changes will be.
Management Information System NG9-1-1 system integrations	Capacity planning / availability monitoring to detect when the NG WAN or ESInet has crashed
Local Area Network (LAN), Wide Area Network (WAN) design configuration, capacity, security	Design and configuration of secure closed networks that loop in 911 PSAPs for both the LPS and LFD - Switches and accessories Installation of firewalls to protect all WANs
Radio system NG9-1-1 integrations	PAC units to integrate Solacom with radio x 4 -
Other	Remaining balance of Solacom contract - (one year's cost for warranty)

2) The following NG9-1-1 project supports:

Item	Description
Project management required to implement NG9-1-1	Project Manager IT Architect
Change management to manage technology changes (may include consultant and/or resources to	Professional Consulting Systems Architecture Fire Wall Design Consulting

identify technical and operational requirements)	Change Management Consulting Quality Assurance Auditing best practices consultation
Training (may include technical and operational training required to support all members with the PSAPs transition to NG9-1-1)	Training to operate system Managed services at set up NENA Communicators Conference ESWG- Ottawa Face to Face Conference - 5 people
Dedicated NG9-1-1 project resources (technical and operational resources)	T Senior System Analyst (35%) x 3 IT System Analyst (35%) x 4 Network and PC Tech (20%) x3 IT Supervisors (30%) x 2 IT Director (5%) Director of Finance (5%) Deputy Chief of Police (1%)
Consultants (pertaining to NG9-1-1)	Computer / Electrical engineers and other IT services

3) The following to meet NG9-1-1 infrastructure requirements:

Item	Description
Physical site/facilities upgrades required to support NG9-1-1 technology such as heating, cooling, power, NG9-1-1 system	Cooling is required to keep that server functioning.
NG9-1-1 network requirements (circuits, servers etc.)	3 10G Circuits Addition of redundant Bell fibre at back up 911
NG9-1-1 system management, monitoring, and security	Core A and Core B along with fire suppression and monitoring
NG9-1-1 server racks and cabling	Data cabling and trays

SCHEDULE "D"
BUDGET

The Recipient may spend the Funds on any of the items identified in the description of the Project up to, but not exceeding, the maximum amount specified for that item in the table below, unless the Province provides by Notice to exceed that amount. Note that the Maximum Funds set out in Schedule "B" (\$3,295,115) might not be equal to the total of the maximum amounts that may be spent on particular items of the Project. The Recipient must allocate the Funds to the various items in the Project, subject to the limits set out in the table below. If the Recipient wishes to spend more on an item than the maximum amount specified for that item, the Recipient may, by Notice, request that the Province consent to the Recipient exceeding that amount.

Item	Description	Maximum Amount
NG9-1-1 Technology Upgrades		
NG9-1-1 hardware	Light polls from Solacom ONX switches firewalls Desk Retro fits for solacom PDU Switches 4 routers for Solacom integration 4 S-com workstation KVM's	\$200,000.00
NG9-1-1 software	Telephone directory software PSAP position software - 4 add'l	\$100,000.00
NG9-1-1 licensing costs	Cyber Security for Solacom - year 1 Solacom Support - Year 1 Software licencing for Solocom Guardian- year 1	\$301,000.00
Multi-media handling and integration including Real Time Text (RTT), console requirements, computer telephony	Video display for GIS integration for NG911 calling of ANI/ALI Call recording/log technology for RTT texting	\$460,000.00
Computer Aided System (CAD) NG9-1-1 system integrations	As the test centre for Solacom we know individual programming changes will be required to make CAD compatible with Solacom and the ESInet. Until we test we don't know what those changes will be. AS such, additional compatibility est.	\$50,000.00
Management Information System NG9-1-1 system integrations	Capacity planning / availability monitoring to detect when the NG WAN or ESInet has crashed	\$25,000.00
Local Area Network (LAN), Wide Area Network (WAN) design configuration, capacity, security	Design and configuration of secure closed networks that loop in 911 PSAPs	\$125,000.00

	for both the LPS and LFD - Switches and accessories Installation of firewalls to protect all WANs	
Radio system NG9-1-1 integrations	PAC units to integrate Solacom with radio x 4	\$10,000.00
Other	Remaining balance of Solacom contract - (one year's cost for warranty)	\$138,949.00
NG9-1-1 Project Support		
Project management required to implement NG9-1-1	Project Manager (100%) IT Architect (50%)	\$145,500.00
Change management to manage technology changes (may include consultant and/or resources to identify technical and operational requirements)	Professional Consulting Systems Architecture Fire Wall Design Consulting Change Management Consulting Quality Assurance Auditing best practices consultation	\$192,550.00
Training (may include technical and operational training required to support all members with the PSAPs transition to NG9-1-1)	Training to operate system Managed services at set up NENA Communicators Conference ESWG- Ottawa Face to Face Conference - 5 people	\$75,500.00
Dedicated NG9-1-1 project resources (technical and operational resources)	T Senior System Analyst (35%) x 3 IT System Analyst (35%) x 4 Network and PC Tech (20%) x3 IT Supervisors (30%) x 2 IT Director (5%) Director of Finance (5%) Deputy Chief of Police (1%)	\$314,300.00
Consultants (pertaining to NG9-1-1)	Computer / Electrical engineers and other IT services	\$100,000.00
NG9-1-1 Infrastructure Requirements		
Physical site/facilities upgrades required to support NG9-1-1 technology such as heating, cooling, power, NG9-1-1 system	NG911 Cooling - as the test centre a new data room had to be created for Site B. Cooling is required to keep that server functioning.	\$100,000.00
NG9-1-1 network requirements (circuits, servers etc.)	3 10G Circuits Addition of redundant Bell fibre at back up 911	\$800,000.00
NG9-1-1 system management, monitoring, and security	data rooms with Core A and Core B along with fire suppression and monitoring	\$60,000.00
NG9-1-1 server racks and cabling	Data cabling and trays	\$97,316.00
Total		\$3,295,115

**SCHEDULE “E”
PAYMENT PLAN**

The Province will provide the Recipient with the Maximum Amount set out in Schedule “B” upon (1) the execution of the Agreement and (2) the receipt of satisfactory proof of insurance in accordance with A.10.2 of the Agreement.

Payment will be made to the Recipient’s financial institution as provided in the Recipients Transfer Payment Ontario registration.

SCHEDULE “F” REPORTS

The Recipient shall provide the Province with one Report accounting in detail, for use of all the Funds towards the Project in accordance with the Budget set out in Schedule “D”, and provide a status update on the Recipients project key milestones which was included as part of the Recipients application form. The Report has two sections that are required to be filled out:

Financial Report

The Recipient shall provide a detailed breakdown of expenditures including expected and actual expense amounts, invoices, and receipts for eligible costs that have incurred from the following reporting period:

Report		Reporting period	Report due date
1.	Report	April 1, 2023 – March 31, 2024	June 30, 2024

Project Roadmap Status Report

The Recipient shall provide a status update on the key milestones which include:

- Vendor contract/agreement signed
- Project resources allocated
- Project plan developed
- NG9-1-1 solutions installed
- NG9-1-1 solutions successfully tested
- Onboarding process completed with Bell Canada
- Migrated to the NG9-1-1 network

The Recipient shall provide a status update on the key milestones for the following reporting period:

Report		Reporting period	Report due date
1.	Report	April 1, 2023 – March 31, 2024	June 30, 2024

Report Submission

The Report (Financial Report and Project Roadmap Status Report) is to be submitted using the form that is located within the Transfer Payment Ontario (TPON) system by June 30, 2024. For instructions on how to submit a report in

the TPON system, please refer to the TPON Reference Guide [tpon_submitting_a_report.pdf \(gov.on.ca\)](#).

Bill No.

By-law No.

A by-law to approve and authorize the execution of the Year Two (2023-2024) Next Generation 9-1-1 Transition Funding Support Transfer Payment Agreement between His Majesty the King in right of Ontario, as represented by the Solicitor General and The Corporation of the City of London (London Fire Department- Communications Division)

WHEREAS subsection 5(3) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the Municipal Act, 2001 provides that a municipality has the capacity, rights, powers, and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS subsection 10(1) of the Municipal Act, 2001 provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the Municipal Act, 2001 provides that a municipality may pass by-laws respecting economic, social, and environmental well-being of the municipality, including respecting climate change; and the financial management of the municipality;

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

1. The Year Two (2023-2024) Next Generation 9-1-1 Transition Funding Support Transfer Payment Agreement (the "Agreement") between His Majesty the King in right of Ontario, as represented by the Solicitor General and The Corporation of the City of London (London Fire Department- Communications Division), substantially in the form attached as Schedule "B" to this by-law is hereby authorized and approved, noting this is the second round of three years of funding.
2. The Deputy City Manager, Neighbourhood and Community-Wide Services is delegated the authority to execute the Year Two (2023-2024) Next Generation 9-1-1 Transition Funding Support Transfer Payment Agreement authorized and approved under section 1 of this by-law.
3. The Deputy City Manager, Neighbourhood and Community-Wide Services or written designate is delegated the authority to undertake all the administrative, financial, and reporting acts that are necessary in connection with the Agreement as approved in section 1, above.
4. The Deputy City Manager, Neighbourhood and Community-Wide Services, or written delegate, is delegated authorization to execute any financial reports required under this Agreements.
5. This by-law comes into force and effect on February 13, 2024, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on February 13, 2024, subject to the provisions of PART VI.1 of the Municipal Act, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading –
Second Reading –
Third Reading –

**Schedule B: Year Two (2023-2024) Next Generation 9-1-1 Transition Support Fund -
Transfer Payment Agreement (London Fire Department – Communications Division)**

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 1st day of April, 2023

B E T W E E N :

**His Majesty the King in right of Ontario
as represented by the Solicitor General**

(the “Province”)

- and -

**The Corporation of The City of London (London Fire
Department - Communications Division)**

(the “Recipient”)

BACKGROUND

The Province is providing Next Generation 9-1-1 (NG9-1-1) funding over three years to support Public Safety Answering Points (PSAPs) in Ontario with their transition to the new 9-1-1 emergency services communications system.

The existing 9-1-1 system has been in place for more than 30 years and has reached its end of life. The Canadian Radio-television and Telecommunications Commission (CRTC) mandated that emergency telecommunications networks must transition to a new digital 9-1-1 platform, referred to as NG9-1-1, by March 4, 2025.

The NG9-1-1 funding is intended to provide one-time support funding for PSAPs in acquiring critical NG9-1-1 technology and in addressing certain other NG9-1-1 local operational needs. The funding is intended to support PSAPs with initial technology and related infrastructure requirements, as well as project, change management, and training costs that may be incurred. The NG9-1-1 support funding is not intended to cover all NG9-1-1 related expenses.

This Transfer Payment Agreement is prepared under this program to support the Recipient’s PSAP in meeting the March 4, 2025 federally mandated deadline with

eligible expenditures to implement technology and infrastructure upgrades to support the transition to NG9-1-1.

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 **Schedules to the Agreement.** The following schedules form part of the Agreement:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Project Specific Information and Additional Provisions
- Schedule "C" - Project
- Schedule "D" - Budget
- Schedule "E" - Payment Plan
- Schedule "F" - Reports.

1.2 **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.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

3.0 COUNTERPARTS

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

4.0 AMENDING THE AGREEMENT

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

5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement.** The Recipient acknowledges that:

- (a) 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) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project;
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and
- (f) the Province is bound by the *Financial Administration Act* (Ontario) (“**FAA**”) and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,
 - (i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
 - (ii) the payment having been charged to an appropriation for a previous fiscal year.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Solicitor General**

Date

Name: Joy Stevenson
Title: Assistant Deputy Minister,
Emergency Services Telecommunications Division

**The Corporation of The City of London (London
Fire Department - Communications Division)**

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

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

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions set out in Schedule "B".

"Agreement" means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

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

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

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A12.1.

"Expiry Date" means the expiry date set out in Schedule "B".

"Funding Year" means:

- (a) in the case of the first Funding Year, the period commencing on the

Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

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

“Indemnified Parties” means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

“Maximum Funds” means the maximum set out in Schedule “B”.

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

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A12.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

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

“Records Review” means any assessment the Province conducts pursuant to section A7.4.

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

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 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 Project;
- (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 Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

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

A2.3 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 enable 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 Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; 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.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 **TERM OF THE AGREEMENT**

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

A4.0 **FUNDS AND CARRYING OUT THE PROJECT**

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient with Funds up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (c) the Province may adjust the amount of Funds it provides to the Recipient for any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;

- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 **Interest-Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 **Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 **Conflict of Interest Includes.** For the purposes of Article A6.0, 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 by a reasonable person to, interfere with the Recipient's

objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 **Province Includes.** For the purposes of sections A7.4, A7.5 and A7.6, “Province” includes any auditor or representative the Province may identify.

A7.2 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address set out in Schedule “B” :
 - (i) all Reports in accordance with the timelines and content requirements set out in Schedule “F”;
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A7.3 **Record Maintenance.** The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment)

relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipient; and

- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 **Records Review.** 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 conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or both of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3;
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 **No Control of Records.** No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 Indemnify. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Insurance. The Recipient represents, warrants, and covenants that it has, and will 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 project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:

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

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage

required by section A10.1; or

- (ii) other proof that confirms the insurance coverage required by section A10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;

- (ii) use or spend Funds; or
- (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);
- (b) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate.

A12.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to

collect any amounts the Recipient owes to the Province; and

- (j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

A12.3 Opportunity to Remedy. If, pursuant to section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

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

A12.4 Recipient not Remediating. If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(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 A12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A12.5 When Termination Effective. Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A12.0, if, by the end of a Funding Year, the Recipient has not spent all of the Funds allocated for that Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds;
- (b) adjust the amount of any further instalments of Funds accordingly.

A14.0 FUNDS UPON EXPIRY

A14.1 Funds Upon Expiry. Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 Payment 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 to the Province an amount equal to the excess Funds.

A15.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds or any other amounts owing under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 Interest Rate. The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address set out in Schedule "B".

A15.5 Fails to Pay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

A16.0 NOTICE

A16.1 Notice in Writing and Addressed. Notice will be:

- (a) in writing;

- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule “B”, or as either Party later designates to the other by Notice.

A16.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of fax, one Business Day after the Notice is delivered; and
- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 Postal Disruption. Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 Consent. When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A19.0 WAIVER

A19.1 Condonation not a waiver. Failure or delay by the either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver

of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

A19.2 **Waiver.** Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 **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.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
- (b) the successors to His Majesty the King in right of Ontario.

A22.0 GOVERNING LAW

A22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A23.0 FURTHER ASSURANCES

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) 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.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 **Joint and Several Liability.** Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 **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.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King 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.

A27.0 SURVIVAL

A27.1 **Survival.** The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, section A12.1, sections A12.2(d), (e), (f), (g), (h), (i) and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$775,735
Expiry Date	June 30, 2024
Amount for the purposes of section A5.2 (Disposal) of Schedule "A"	\$775,735
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	Position: Director Address: 21 College Street, Suite 301 Toronto, ON, M7A 0C1 Email: Phil.Thompson@ontario.ca
Contact information for the purposes of Notice to the Recipient	Position: Address: Fax: Email:
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Position: Address: Fax: Email:

Additional Provisions:

None

**SCHEDULE “C”
PROJECT**

In order to ensure NG9-1-1 readiness, the Recipient will obtain:

1) The following NG9-1-1 technology upgrades:

Item	Description
NG9-1-1 hardware	Solacom hardware
NG9-1-1 software	Solacom Software XALT
NG9-1-1 licensing costs	Solacom licensing
Computer Aided System (CAD) NG9-1-1 system integrations	CAD Integration with NG 911
Radio system NG9-1-1 integrations	Call Director integration with Symphony Radio console

2) The following NG9-1-1 project supports:

Item	Description
Project management required to implement NG9-1-1	Project Manager, 100% of time spent on Project
Change management to manage technology changes (may include consultant and/or resources to identify technical and operational requirements)	ITS Technical Support Staff
Training (may include technical and operational training required to support all members with the PSAPs transition to NG9-1-1)	2 Days training per Communicator on the Solacom call-handling system and troubleshooting - NG9-1-1 Training (APCO)
Dedicated NG9-1-1 project resources (technical and operational resources)	ITS Support & Resource Consultant ITS Tech. Support Consultant Bus.Spon Financial Supprt Admin Support Sr. Leadership

3) The following to meet NG9-1-1 infrastructure requirements:

Item	Description
Facility assessments to support NG9-1-1 technology	Bramic Site Assessment City of London Facilities assessment, electrical,HVAC

Physical site/facilities upgrades required to support NG9-1-1 technology such as heating, cooling, power, NG9-1-1 system	Monitor arms, monitors, UPS, exhaust fan, cooling alarms
NG9-1-1 network requirements (circuits, servers etc.)	Carrier Fees-Bell/Rogers providing the carrier/ geographical-diverse “mesh” network between LPS Primary & Backup sites & the Fire Primary & Backup sites which allows for Fire tenancy on the LPS Solacom platform. Billed monthly after initial install.
NG9-1-1 server racks and cabling	Cabling infrastructure upgrades

**SCHEDULE "D"
BUDGET**

The Recipient may spend the Funds on any of the items identified in the description of the Project up to, but not exceeding, the maximum amount specified for that item in the table below, unless the Province provides by Notice to exceed that amount. Note that the Maximum Funds set out in Schedule "B" (\$775,735) might not be equal to the total of the maximum amounts that may be spent on particular items of the Project. The Recipient must allocate the Funds to the various items in the Project, subject to the limits set out in the table below. If the Recipient wishes to spend more on an item than the maximum amount specified for that item, the Recipient may, by Notice, request that the Province consent to the Recipient exceeding that amount.

Item	Description	Maximum Amount
NG9-1-1 Technology Upgrades		
NG9-1-1 hardware	Solacom hardware	\$9,719.00
NG9-1-1 software	Solacom Software	\$143,160.00
NG9-1-1 licensing costs	Solacom licensing	\$28,363.00
Computer Aided System (CAD) NG9-1-1 system integrations	CAD Integration with NG 911	\$20,000.000
Radio system NG9-1-1 integrations	Call Director integration with Symphony Radio console	\$5,000.000
NG9-1-1 Project Support		
Project management required to implement NG9-1-1	Project Manager, 100% of time spent on Project	\$148,393.00
Change management to manage technology changes (may include consultant and/or resources to identify technical and operational requirements)	ITS Technical Support Staff	\$25,000.00
Training (may include technical and operational training required to support all members with the PSAPs transition to NG9-1-1)	2 Days training per Communicator on the Solacom call-handling system and troubleshooting NG9-1-1 Training (APCO) x 3 staff,	\$29,271.00
Dedicated NG9-1-1 project resources (technical and operational resources)	ITS Support & Resource Consultant @ ITS Tech. Support Consultant @10 % - Bus.Spon10% Financial Supp x 2 Admin Support	\$90,931.00

	Sr. Leadership	
Other	ITS Support & Resource Consultant ITS Tech. Support Consultant Bus.Spon Financial Supprt Admin Support Sr. Leadership	\$182,000.00
NG9-1-1 Infrastructure Requirements		
Facility assessments to support NG9-1-1 technology	Bramic Site Assessment City of London Facilities assessment, electrical,HVAC etc. -	\$8,500.00
Physical site/facilities upgrades required to support NG9-1-1 technology such as heating, cooling, power, NG9-1-1 system	Monitor arms, monitors, UPS, exhaust fan, cooling alarms	\$25,376.00
NG9-1-1 network requirements (circuits, servers etc.)	Carrier Fees-Bell/Rogers providing the carrier/geographical-diverse "mesh" network between LPS Primary & Backup sites & the Fire Primary & Backup sites which allows for Fire tenancy on the LPS Solacom platform. Billed monthly after initial install.	\$42,022.00
NG9-1-1 server racks and cabling	Cabling infrastructure upgrades	\$18,000.00
Total		\$775,735

**SCHEDULE “E”
PAYMENT PLAN**

The Province will provide the Recipient with the Maximum Amount set out in Schedule “B” upon (1) the execution of the Agreement and (2) the receipt of satisfactory proof of insurance in accordance with A.10.2 of the Agreement.

Payment will be made to the Recipient’s financial institution as provided in the Recipients Transfer Payment Ontario registration.

SCHEDULE "F" REPORTS

The Recipient shall provide the Province with one Report accounting in detail, for use of all the Funds towards the Project in accordance with the Budget set out in Schedule "D", and provide a status update on the Recipients project key milestones which was included as part of the Recipients application form. The Report has two sections that are required to be filled out:

Financial Report

The Recipient shall provide a detailed breakdown of expenditures including expected and actual expense amounts, invoices, and receipts for eligible costs that have incurred from the following reporting period:

Report		Reporting period	Report due date
1.	Report	April 1, 2023 – March 31, 2024	June 30, 2024

Project Roadmap Status Report

The Recipient shall provide a status update on the key milestones which include:

- Vendor contract/agreement signed
- Project resources allocated
- Project plan developed
- NG9-1-1 solutions installed
- NG9-1-1 solutions successfully tested
- Onboarding process completed with Bell Canada
- Migrated to the NG9-1-1 network

The Recipient shall provide a status update on the key milestones for the following reporting period:

Report		Reporting period	Report due date
1.	Report	April 1, 2023 – March 31, 2024	June 30, 2024

Report Submission

The Report (Financial Report and Project Roadmap Status Report) is to be submitted using the form that is located within the Transfer Payment Ontario (TPON) system by June 30, 2024. For instructions on how to submit a report in

the TPON system, please refer to the TPON Reference Guide [tpon_submitting_a_report.pdf \(gov.on.ca\)](#).

Report to Community and Protective Services Committee

To: Chair and Members
Community and Protective Services Committee

From: Scott Mathers, MPA P.Eng.,
Deputy City Manager, Planning and Economic
Development

Subject: Municipal Compliance Annual Report

Date: January 29, 2024

Recommendation

That, on the recommendation of the Deputy City Manager, Planning and Economic Development the following actions be taken related to the Municipal Compliance Report:

- a) the following report on the Municipal Compliance Annual Report, **BE RECEIVED** for information.

Executive Summary

This report provides an annual activity summary of Municipal Compliance Services resulting from all the important work of Municipal Law Enforcement Officers (MLEO), administrative staff, policy researchers, internal and external compliance partners and tendered contractors in keeping our community enjoyable and safe. 2023 was the first full year in which staff could totally focus on community requests for service generally unrelated to the COVID pandemic. The numerous cross collaborative teams remain committed to continuous improvement and maintaining an open dialogue with the community on important compliance matters.

Linkage to the Corporate Strategic Plan

This report reflects the Well-Run City strategy of continuing to deliver municipal services that meet the needs of a growing and changing community.

Discussion

Service Overview

The goal of Municipal Compliance Services is to achieve compliance with Council's by-laws and applicable Provincial legislation. This is achieved by employing the most efficient and effective means, independent of political or other external influences.

Investigations of alleged or potential by-law infractions are initiated: in response to public concerns or complaints; through referrals from partner agencies including but not limited to: London Police Service, London Fire Department, Alcohol & Gaming Commission of Ontario, Middlesex London Health Unit; proactively by MLEOs; and through proactive community enforcement blitzes.

Municipal Compliance Services partners with many of the above noted agencies where they lead operational plans related to events such as St. Patrick's Day, Homecoming and Frosh week; targeted enforcement of specified premises; public protests and specified criminal investigations.

Municipal Compliance Services investigates and enforces most by-laws enacted by City Council in an effort to maintain community standards and public safety. MLEOs respond to concerns or complaints from the community, conduct impartial investigations and undertake a variety of measures to ensure bylaw compliance. Where by-law violations

are identified, either in response to a complaint or proactively, there is a strong initial focus on education and voluntary compliance. Where compliance is not achieved, or where repeated complaints are deemed valid, MLEO's have a number of tools available to ensure compliance.

Depending on the type of alleged or confirmed violation being investigated and/or acted on, a MLEO may take compliance actions based on their evaluation of the situation and discretion including, but not limited to:

- a) Verbal Warnings
- b) Notice of Violation
- c) Administrative Monetary Penalties (AMP)
- d) Orders or Work Orders
- e) Inspection Fees
- f) Remedial Work, including work by tendered contractors
- g) Commencing a proceeding under Parts I, II, or III of the Provincial Offences Act
- h) Referral to the City Solicitor for applicable relief by way of action, or application, in the Superior Court of Justice

In order to provide dedicated compliance services, Municipal Compliance Services is comprised of three specialized sections: Parking Services; Community By-laws and Animal Welfare Services; and Licensing, Policy and Special Operations.

Activities at a Glance



Partnered Solutions

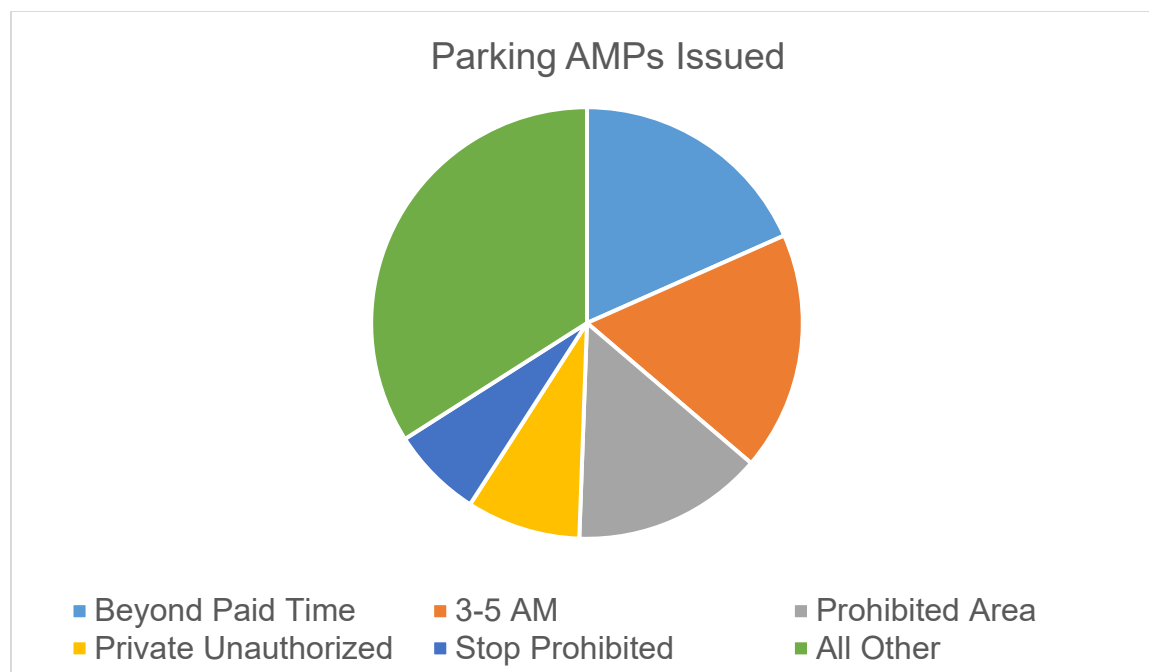
In an effort to engage in open communications with partner agencies to explore solutions to community issues and discuss emerging trends, Municipal Compliance together with Corporate Security and Emergency Management meets with the following agencies monthly:

- London Police Service
- London Fire Prevention
- Middlesex London Health Unit
- Alcohol and Gaming Commission
- Ministry of Labour, Immigration, Training and Skills Development
- Outreach Organizations

Parking Services

The primary role of Parking Services is to ensure that London's traffic and parking by-laws are enforced. The general principles which support parking regulations focus on public safety, efficient transportation infrastructure, parking requirements of first responders and accessible parking needs. In Q1 2021, at the direction of Council, parking enforcement services were transferred from a tendered contracted service to a City led service delivered by City staff. In 2023, Parking MLEOs issued 63,229 Administrative Monetary Penalties (AMP) totaling over \$4M.

The top five violations are depicted in the chart below.



Accessible Parking

Accessible parking spots are available on public and private parking areas for vehicles operated by or carrying a person with physical disabilities. An accessible parking permit issued by Service Ontario must be displayed on the dash of the subject vehicle. Parking Services provide official accessible parking signs with guidelines to businesses and multi-unit residential properties. Annually and where staffing resources permit, an accessible parking blitz is undertaken during the pre-holiday shopping season in December. A two-day blitz was undertaken in December 2023 resulting in 72 AMPs issued.

Parking Services is also pleased to offer limited free parking to any veteran displaying an official veterans license plate (Poppy Plate) on their vehicle.

Honk Mobile App

Parking Services has an established partnership with Honk Mobile to provide for mobile parking payments (cell phone app) at on street and municipal parking lot locations. The Honk app was highly utilized during the COVID pandemic in an effort to provide for free parking in selective downtown locations. As per Council direction, free parking via the Honk app will be discontinued in early 2024. Paid parking continues to be provided at 22 municipally operated parking lots.

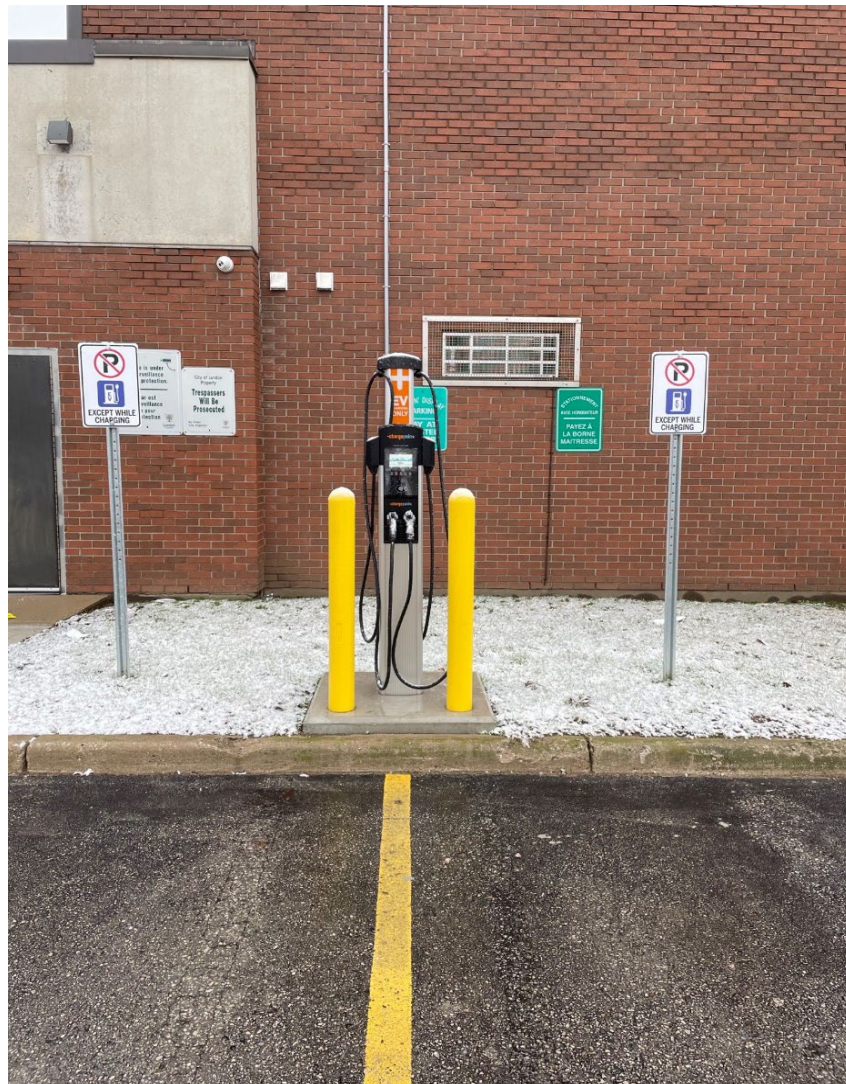
Private Parking Enforcement Program

Another parking service provided to address unauthorized parking on private properties is the Private Parking Enforcement Program. This program has been offered for several years and is a deterrent for private property trespassing specifically at commercial and multiple unit residential properties which are located near high demand parking premises

such as hospitals, educational facilities and entertainment facilities. Unauthorized parked vehicles are issued an AMP. There were 28 new properties enrolled in this program in 2023 for a total of 396 properties. A total 6,044 AMPs were issued at 217 properties totaling \$320K.

Climate Change and Parking

In an effort to address parking violations related to Climate Change initiatives, numerous AMPs were issued where vehicles were stopped/parked in dedicated bus routes or bike lanes. Additionally, AMPs were also issued where non-electric vehicles were parked at designated electric vehicle charging stations.



Designated Charging Station

Automated Licence Plate Recognition

Parking Services currently utilizes mobile technologies to issue AMPs in the field to address parking violations. Staff are exploring technology options which will include vehicles outfitted with an Automatic Licence Plate Recognition system (ALPR) for parking enforcement. The ALPR vehicle will utilize cameras and GPS to determine the location and the length of time a vehicle has been parked on the street for time-based parking offences. It will also be used in municipally operated parking lots to determine if vehicles are parked without authorization.



Automated Licence Plate Recognition Vehicle

Occupant Noise Enforcement

In an effort to relieve London Police Service (LPS) from attending most occupant noise calls for service, in Q1 2023 a specialized noise-parking unit was created to address occupant noise calls. A protocol was developed whereby all noise complaints were received and triaged by LPS and where no criminal or unsafe conditions were determined, MLEO's were dispatched.

Initially, for the purposes of officer safety, evening hour complaints were attended by officers in pairs; daytime complaints were attended by single officers. As a result of identified safety concerns, specifically in multi-unit residential settings, in Q2 2023 and moving forward, all noise occurrences are now attended in pairs. In 2023, MLEO's responded to 2,184 occupant complaints resulting in 226 warnings and 57 penalties totaling \$11K. From a cost and efficiency perspective the largest benefit of this unit is that noise and parking calls for service have offsetting daily peaks and valleys. When noise complaints peak in the evenings, parking requests are low; when parking enforcement demands are high such as for morning school zones, noise complaints are low. MLEO's in the community by-laws units continue to address non occupant noise calls related to issues such as barking dogs and mechanical noise.

Where noise issues are associated with entertainment premises related to loud music (live or DJ), MLEOs partner with the City's Music Office to suggest sound dampening solutions. In some situations, the timing of the live acts as well as speaker location are simple solutions to address noise issues.

Administrative Monetary Penalties (AMP)

The Municipal Act permits municipalities to implement a system of Administrative Monetary Penalties (AMP). This legislative process is an alternative method of issuing Provincial Offences Act (POA) tickets for by-law matters. The AMP system of enforcement transfers by-law disputes from the courtroom to the municipality through the use of screening officers and independent hearing officers who are able to modify (reduce), cancel, or affirm penalties. AMPs can be served on a vehicle (parking violations) or by mail, email or fax (parking and other by-law offences). London has been using the AMPs system since 2019; additional By-laws are added to the AMPs schedule regularly.

In 2023, 3,209 non parking related AMPs were issued for a total of \$1.2 M in penalty fees. These AMPs were in response to tree, licensing (rental, short term rental, towing), property standards, waste management and other violations.

In 2023, there were 4,726 screenings processed by City screening officers. These do not include screenings where the appellant agreed to pay the penalty fee on the day of the scheduled screening. Over 10,000 screening requests are received annually.

Staff also processed 274 hearing request disclosures. For most of the hearings, staff led the evidence before a Hearings Officer (an independent City appointee).

As part of a continuous improvement project, staff are exploring a streamlined process of administrative hearings in an effort to reduce staff resources required for parking related matters.

Animal Welfare Services

London Animal Care Centre

For the protection of residents and visitors to London as well as other companion animals Animal Services are offered via a tendered contract as well as internal services. The animal shelter known as the London Animal Care Centre (LACC) is designed to receive stray animals primarily from Animal Services Officers as well as the general public. Licensing services for companion animals are also offered at LACC. The center also adopts out available dogs, cats and other small animals. In addition, the City of London's cat adoption center known as the Catty Shack is operated by LACC as a bundled service with a specific focus on adopting cats.

Animal Services Officers enforce several animal related by-laws. In 2023, LACC handled 21,230 calls for service and an additional 1,821 after hours emergency calls. This is an essential service to the public; each of these calls are addressed with professionalism and a desire to reach long-term compliance through education first. Where compliance is not achieved or for repeat offences, enforcement actions are taken. This resulted in the issuance of 1,402 AMPs for animal related violations such as unlicensed animals and off leash animals. In addition, Animal Services Officers investigated 357 dog bite occurrences. It is important to note that there has been a pronounced increase in bite investigations which occurred in and around homeless encampments.

In 2023 there were 47,151 companion animals licensed. This totals \$1.2M in licensing fees. These fees contribute to cost containment of Animal Welfare Services offered to the community. A large success to the increase in licensing fees is attributed to proactive educational compliance projects undertaken during the summer months. The start of the 2024 licensing season (November / December 2023) has seen the largest number of licence renewals during that period in the over 40 years that LACC has been providing animal welfare services to the City.

A key performance indicator of community animal shelters is the live release rate. This statistic measures the number of animals returned to their prospective owners and adopted out in relation to the number of animals euthanized particularly related to shelter capacity. The metric accepted as the industry standard to achieve a no kill community is to achieve a 90% live release rate. In 2023, LACC achieved a 94% live release rate; this is the highest rate accomplished over the past five years. LACC has met the threshold for a no kill community by obtaining a live release rate of 90% or higher since Council adopted this metric in 2014.



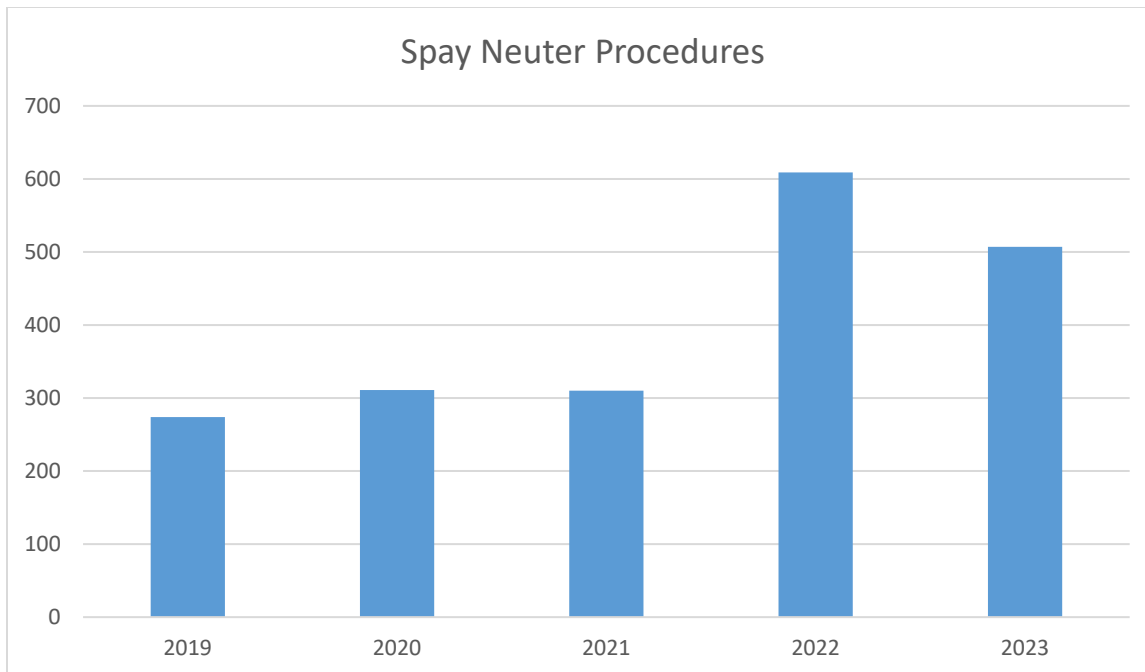
One of many adopted companion animals



Catty Shack

London Animal Shelter Services

Municipal Compliance Services also operates the London Animal Shelter Services (LASS) facility. This animal clinic provides veterinary services to LACC as well as numerous services to locally certified animal rescue organizations. The facility also provides a subsidized (Low Income Program) spay neuter program intended to ease the financial burden some Londoner's face when considering spaying or neutering their pet. The facility also operates a Trap Neuter Return program in an effort to manage feral cats in the community. Spaying or neutering helps reduce pet overpopulation by eliminating unwanted litters, reducing the burden of homeless animals in the community and animal shelters. A total of 1,662 surgeries were performed at LASS in 2023. The following chart depicts the volume of spay/neuter surgeries performed as per the Low Income Program and Trap-Neuter-Return programs.



Typical surgery at LASS

Community Compliance

Community By-laws

Teams of MLEO's in several community by-law units enforce the majority of By-laws passed by Council under Provincial legislation such as The Municipal Act, Building Code Act and Planning Act. These By-laws relate to matters regarding building maintenance, property maintenance, business licensing, land use, noise, signage and public nuisances. Mobile licensing issues related to vehicles for hire (taxis, private vehicles) and towing services (under Provincial oversight beginning in 2024) are also addressed. Issues such as public property encroachments and other impacts on public property are also enforced. The main principles supporting these by-laws focus on public safety, nuisance control and consumer protection. A total of 10,473 complaints were addressed in 2023 in

response to community requests and proactively. A total of 903 contractor actions were undertaken in response to continued non-compliance or repeat offences.

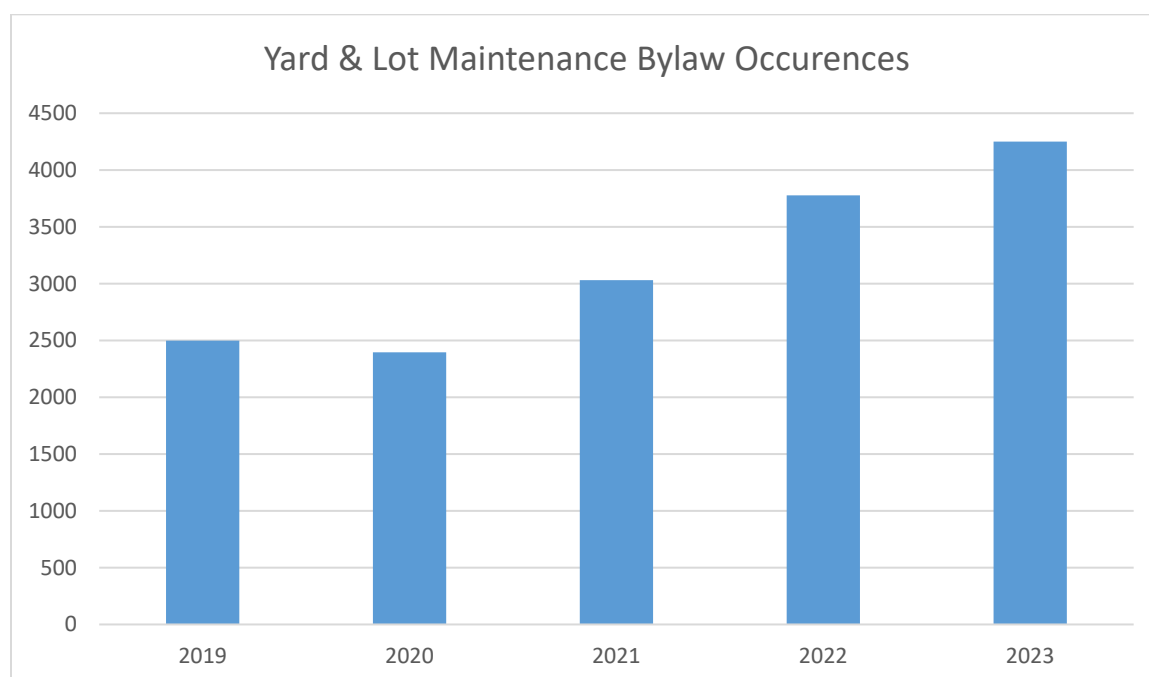
Yard and Lot Maintenance

Historically, the most active complaint relates to the Yard and Lot Maintenance By-law. This by-law addresses unkept exterior property issues such as long grass and weeds, derelict vehicles, graffiti, litter and debris and uncontained refuse. Complaints are generally received from neighbours, real estate agents and the general public. The vast majority of complaint occurrences are in response to community concerns. However, in mid 2022, MLEO's initiated a compliance protocol to address high visibility violations proactively. In 2023 a total of 4,250 complaints were registered (130 of these were addressed as High Visibility Proactive).

Beginning in January 2024, a fee of \$50 will be charged for each Work Order issued under this by-law. Based on the number of Orders issued in 2023, fees totaling \$ 212 K are anticipated to be collected. These fees offset the cost of Municipal Compliance Services.

In Q1 2024, a housekeeping review of the By-law will be presented to CPSC.

The following chart depicts the calls for service related to Yard and Lot Maintenance By-law complaints.





Property Maintenance Violation

Property Standards

Another common complaint pertains to interior and exterior building maintenance. Generally, exterior building maintenance concerns such as wall and roof maintenance are received from neighbours; interior complaints are received from tenants. The vast majority of property standards occurrences are in response to complaints however a proactive multi-unit compliance initiative (discussed below) has attributed to an increase in property standards files in 2023; at total of 922 complaints were actioned in 2023 in comparison to 521 in 2022. A recent complaint process review has expanded the opportunities for tenants to initiate complaints via Service London by phone, email or the Service London Portal.

Beginning in January 2024, a fee of \$75 will be charged for each Property Standards Order issued. Based on the number of Orders issued in 2023, fees totaling \$ \$69 K are anticipated to be collected. These fees offset the cost of Municipal Compliance Services.

Zoning

The Zoning By-law provides for land use regulations implementing the City's Official Plan. Common complaints pertain to illegal land uses, widened driveways, building setbacks, oversized vehicles other zoning related matters. Zoning files are more complex in nature (legal non-conforming) and require additional research which at times extends the compliance time frames. While MLEO's enforce Zoning By-law regulations, interpretations of the regulations are made by the Zoning Office. There were 797 zoning complaints investigated in 2023.

Licensing

For the purposes of consumer protection, public safety and nuisance control, the City licenses a number of premises including restaurants and food shops, personal care services, auto related services, second hand stores and salvage yards, fast cash banks, adult entertainment services, vehicles for hire, rental premises and short term rental accommodations. In 2023, 1,884 licensing related complaints were investigated. Most of the complaints pertained to rental units as well as short term rentals.

Short Term Accommodations

In 2022, Council approved an amendment to the Business Licensing By-law to address short term accommodations (Airbnb, Vrbo etc.). In 2023, Municipal Compliance engaged a host compliance tech platform to identify the location of short-term rentals. This third-party tech firm searches numerous host platforms to identify locations of rental accommodations. Previously, when it was not possible to identify the address of the rental premises until a booking was made, MLEOs would book a stay to collect evidence. This current process is far more efficient and cost effective.

In 2023, 317 applications were received to license short term rental premises. Only rental accommodations in principal residences are permitted. Of the 317 applications received, 224 were issued licenses, 67 are under review, 7 were refused and 19 were cancelled. A total of 115 AMPs were issued at \$500 each.

Municipal Compliance Services will be mapping the locations of 2024 licensed premises on City Map.

Pool Fences

For the purposes of public safety, specifically the safety of children, complaints regarding fencing around pools on private property are given a priority response. In addition to complaints, MLEO's inspect all pool fence permits to ensure compliance with the pool fence regulations. In 2023, 282 complaints and permit inspections were addressed.

Specialized Compliance

For the purpose of addressing Council's by-laws which require a specialized skill set or departmental administrative knowledge, Municipal Compliance Services have provided compliance guidance and AMP issuance training to a number of internal departments and partner agencies to efficiently and effectively address community by-law matters.

The following partnerships have been implemented:

- London Police Service – Public nuisance issues
- London Animal Care Centre – Animal related matters
- Environment and Infrastructure Services – Waste management, forestry issues

There are also some regulations contained in municipal by-laws which are not addressed by any City staff as they are regarded as civil matters between property owners (drainage, location of fences).

Streets By-law and Public Property Compliance

A dedicated MLEO is responsible for addressing violations of the Streets By-law as well as other matters which negatively impact public property. This includes the use of public sidewalks (obstructions) encroachments onto City property (parks and storm water management ponds) and other public nuisance related matters. In 2023, a total of 879 complaints were actioned.

MLEO Training

In an effort to provide ongoing training on enforcement processes, officer safety and emerging trends, MLEOs attended the following training sessions specific to their duties:

- Municipal Law Enforcement Officer Association – Basic training
- Ontario Association of Property Standards Officers – Level 1 training
- Crime Prevention Through Environmental Design – Property safety audits
- STEP Training – 3 Levels – Officer safety, de-escalation techniques
- Canine Foundations – Animal behavior and defensive tactics/protective equipment

Licensing, Policy and Special Operations

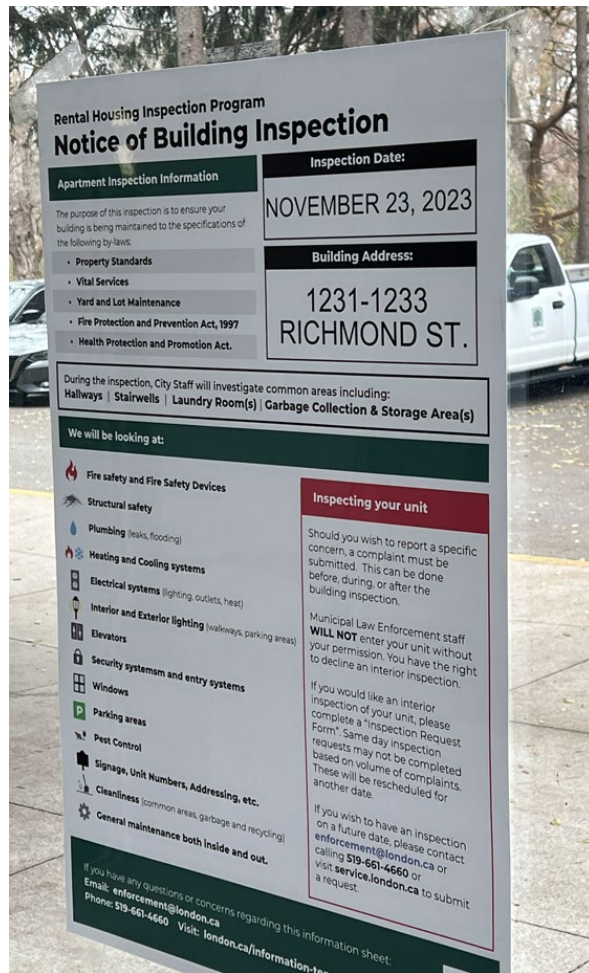
In Q4 2023, a mini reorganization in Planning and Economic Development Services realigned Licensing Administration with Municipal Compliance Services. This allows for more efficient and effective communications and data flow between the administration and compliance duties related to licensing.

This unit within Municipal Compliance is also responsible for policy review including preparing committee reports on by-law housekeeping matters, addressing emerging by-law matters, coordinating special compliance projects, maintaining a database of vacant buildings and managing the process of Council approved demolitions.



City Initiated Demolition

In 2023, this unit focused on undertaking a number of proactive compliance initiatives regarding living conditions in multi-unit residential buildings. This initiative was implemented in response to issues raised at the Tenant Landlord Task Force – a working group of tenant / landlord associations and staff. In 2023, six compliance blitzes were undertaken involving 25 apartment buildings totaling 2,600 units. Prior to the site visits, the landlord and all tenants are notified of the inspection date. Dependent on the volume of inspection requests, MLEOs are invited into individual units to discuss property standards concerns. Building common areas are proactively inspected. As a result of the six blitzes, a total of 210 property standards Orders were proactively initiated. At one property, 41 Orders were proactively issued. Additionally, 46 Vital Service By-law violations were identified; all have been resolved.



Recent notice of proactive apartment compliance blitz

This unit also proactively addresses property maintenance issues in the Core as part of the Downtown Action Plan. In 2023, 255 Orders were issued addressing graffiti, debris, and unkept properties. This resulted in 24 property clean ups undertaken by City contractors at the expense of the property owner; this does not include BIA graffiti removal or CIR clean ups.

This unit also works very closely with staff employed under the Clean Slate Program. This program was created with initial funding and support from several City Service Areas including Municipal Compliance, Social and Health Development, Core Area & Urban Regeneration and Waste Management. The Clean Slate Program provides employment experiences and skills training opportunities for youth who are currently experiencing homelessness and/or with recent lived experience of being homeless to support them re-entering the workforce. The youth hired through this project are tasked with picking up loose litter from private property in the Core Area.

In Q3 2024, Municipal Compliance staff in partnership with Fire Prevention will report out to CPSC on continuous improvement initiatives to address vacant buildings.

Community Involvement

Municipal Compliance staff believe in giving back to the community in which they live, play and work. Through that community spirit, they have raised funds for a variety of organizations and volunteered their valued time to assist with local charitable associations. These are just a few examples:

- United Way stair climb
- London Food Bank – Volunteering to collect food donations
- Home Instead – In home senior care – Purchasing Christmas gifts
- Cat Adoption Day – Catty Shack – Offering local animal organizations the opportunity to promote all they do in the community



Parking Services staff volunteering at a Food Bank event

Financial Considerations

As part of the Multi Year Budget, additional staffing to support increased demands for veterinary services has been highlighted in Business Case #P-24 – Animal Welfare Services. The current staff complement is one Veterinarian and one Veterinary Technician. In 2023, a part time veterinarian was hired due to workload demands. The continuing increase in demand for service requires a team of two veterinarians and two veterinary technicians.

Also, as part of the Multi Year Budget, additional staffing to support increased proactive enforcement has been highlighted in Business Case #P-25 - Proactive Municipal Compliance. This business case recommends additional new MLEO and customer service positions over a four-year period to enhance the City's proactive enforcement program.

Conclusion

This report provides an annual activity summary of Municipal Compliance Services resulting from the partnered work of Municipal Law Enforcement Officers, administrative staff, policy researchers, internal and external compliance partners and tendered contractors. The principles supporting the compliance initiatives of Council's by-laws focus on addressing public nuisances, consumer protection and public health and safety. There is a strong focus in the Strategic Plan on proactive compliance initiatives. In that regard, two business cases have been submitted as part of the Multi Year Budget which are fully supported by fee increases approved by Council in Q4 2023. The numerous cross collaborative Municipal Compliance teams remain committed to continuous improvement through new and amended by-law amendments as well as process modifications.

Prepared and Submitted by: Orest Katolyk, MPL, MLEO (C)
Director, Municipal Compliance

Recommended by: Scott Mathers, MPA, P.Eng
Deputy City Manager, Planning and Economic
Development

Report to Community and Protective Services Committee

To: Chair and Members
Community and Protective Services Committee

From: Scott Mathers, MPA, P.Eng.
Deputy City Manager, Planning and Economic Development

Subject: Operational Transition Plan for 446 King Street Housing Project

Date: January 29, 2024

Recommendation

That, on the recommendation of the Deputy City Manager, Planning and Economic Development:

- a. The following information on Civic Administration's approach for the 446 King Affordable Housing Project Transition Strategy **BE RECEIVED**;
- b. Civic Administration **BE AUTHORIZED** to disburse up to an additional \$300,000 as municipal contribution to this housing project from the Service Manager Administrative Funding account conditional on the Canadian Mental Health Association ("CMHA") taking ownership of this property and entering into an agreement of assignment and assumption with The Corporation of the City of London and Council of LIFT Non-Profit Housing Corporation;
- c. The Deputy City Manager **BE AUTHORIZED** to approve and execute an amendment to the Municipal Contribution Agreement for CMHA to support the business transition plan;
- d. Civic Administration **BE AUTHORIZED** to allocate rent subsidies to this project.

Executive Summary

The current financial situation is bleak. The affordable housing project at 446 King Street has been struggling to match operating expenses to revenue for a number of years and requires an action plan to protect the 30 supportive housing units at an affordable rent. The business turnaround plan is outlined in the report below, but can be summarized as follows:

- Transition of ownership & governance.
- Transfer the Provincial Affordability Payment from LIFT to CMHA.
- Secure revenue sources from other parties/agencies.
- Secure rent supplements from the City.
- Secure additional municipal contribution and amend MCA.

The housing project is currently owned by The Council of LIFT Non-Profit Housing Corporation (LIFT). Most individuals currently housed here require ongoing mental health and other social services supports. Capital funding was provided by all three levels of government and a Municipal Contribution Agreement was executed in 2007 with first occupancy occurring in January 2009. Over the past few years, the project has been experiencing several issues that still exist today.

Key issues contributing to the current situation include:

- A board that has effectively stepped away and is not actively engaged in project governance.

- Annual operating deficits that threaten the future existence of this housing project.
- No clear ownership and accountability.

Linkage to the Corporate Strategic Plan

Council and staff continue to recognize the importance of actions to support housing, as reflected in the 2023-2027 - Strategic Plan for the City of London. Specifically, the efforts described in this report address the following Areas of Focus, including:

- Housing and Homelessness

Housing and Homelessness Strategic Area of Focus:

The following strategies are intended to “Increase access to a range of quality, affordable, and supportive housing options that meet the unique needs of Londoners”:

- Align policies and programs recognizing the broad range of factors that contribute to accessing and maintaining transitional, supportive, community, affordable and market housing.

The following strategies are intended to Decrease the number of Londoners at risk of or experiencing homelessness:

- Implement a program of continuous review of policies, procedures, and by-laws to create accountability and opportunities for balanced and compassionate solutions to homelessness.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

The following reports provide direct and relevant background related to this report:

- [Housing Stability for All Plan 2021 Update](#) (CPSC: May 31, 2022)
- [Delegation of Authority for Municipal Contribution Agreements](#) (CPSC: June 13, 2023)

1.2 The Council of LIFT Non-Profit Housing Corporation Profile

The property located at 446 King Street is owned by The Council of LIFT Non-Profit Housing Corporation. The organization has its origins in the 1980’s as a charitable entity to advance housing for people in need. The Council of LIFT Non-Profit Housing Corporation was incorporated as a non-profit, non-share Corporation by Letters of Patent dated September 6, 2005. The Board of Directors of the Council of LIFT Non-Profit Housing originally consisted of four members. Over the last few years, members have either stepped away or have passed away. As of the date of writing this report, there are three directors of the Corporation on file, but they are not actively engaged.

The same board that governs The Council of LIFT are the same board members who govern another corporation called LIFT Non-Profit Housing. The latter corporation operates two social housing sites that were built in the 1990’s. These two social housing projects are governed under the Housing Services Act, 2011 and are known as “LIFT House” at 446 Queens Ave and “Elaine Lucas Place” at 749 Little Simcoe Street. These two social housing projects have separate business models from 446 King Street and are not the subject of this report.

1.3 Project Background

The property at 446 King Street is a result of a successful submission by The Council of LIFT to a City issued Request for Proposal to build new affordable. The development cost \$3.5 million and was funded by all three levels of government as part of the Affordable Housing Program (AHP) Rental and Supportive (R&S) component. Funding from all government sources account for \$2.45M or 69% of the total project cost. The building construction started in 2007 and was open for first occupancy in January 2009.

The building has a total of 30 apartment units consisting of bachelor and one-bedroom units for low-income single people, including people with disabilities. Under the AHP R&S component, there was a requirement for designating a number of units as supportive units that would support mental health and victims of domestic violence. It was decided that 20 units would be designated as supportive units for mental health. At the time of writing this report, all units within the project are housed by individuals in need of mental health supports, 10 of these units have individuals with high acuity.

Canadian Mental Health Association (CMHA) has been the agency utilized for tenant referrals at this project. CMHA continues to provide onsite supports to tenants and have been provided with office and communal space to deliver support programs.

Since the initial occupancy in 2009, Tilley Holmes had been hired by LIFT as the property manager. In April 2019, Tilley advised the board that they intended to end the property management contract, but they continued to provide services on a month-to-month basis up until March 2023. The timing of their decision to step away was also around the time that the LIFT board reached out to the Service Manager with a request to find a replacement board.

At that time, Municipal Housing Development started to work with the board and Tilley Holmes to explore options. In May 2019, CMHA expressed interest in taking over the property and assuming governance and management of the project. Although much discussion occurred amongst these various parties, there was no consensus on a transition plan for the project.

2.0 Discussion

2.1 Financial and Operational Challenges

Over the last few years, the Council of LIFT and their property management firm, Tilley Holmes, have expressed concerns over the financial viability of the project. A review of the last few years of financial performance for 446 King Street confirms that the project is in financial distress. Deficits are being realized consistently year over year as depicted below in Table 1 – Historical Financial Performance. According to CMHA and Tilley Holmes, these deficits are understated because there have been some expenses that were absorbed directly by CMHA. Future financial performance will be no different unless fundamental changes are made to the business model.

There are a few factors contributing to these operating results:

- **Low rental rates.** Rents for bachelor and one-bedroom units are averaging about 50% of Average Market Rents (AMR). These rents are too low to support an affordable housing project. As a comparator, most social housing projects are subsidized up to 60% of AMR in addition to other operating subsidies.
- **Insufficient Subsidies.** Subsidies from government sources are received in the form of Provincial Affordability Payments (PAP). At the inception of this project, the Province committed \$1.196 million in funding to go toward a portion of mortgage payments over 20 years. The PAP funding helps to pay for about 67% of the total mortgage obligation. There are no other sources of government subsidies.

- **Higher Operating Costs.** Costs are higher than originally contemplated due to unanticipated repairs & maintenance as well as the need for enhanced security measures.

Table 1 – Historical Financial Performance

Council of LIFT - 446 King	Actuals	Actuals	Actuals
Year Ended March 31	2020	2021	2022
Revenue			
Rental Revenue	\$ 164,240	\$ 160,676	\$ 167,374
Government Subsidy	101,586	108,338	119,114
Total Revenue	265,826	269,014	286,488
Expenses			
Administrative Overhead	26,667	29,704	27,658
Maintenance & Repairs	63,553	66,182	78,535
Mortgage Expense	148,886	148,835	148,815
Other	50,046	48,959	60,034
Total Expense	289,152	293,680	315,042
Operating Surplus/(Deficit)	(\$ 23,326)	(\$ 24,666)	(\$ 28,554)
Operating Surplus/(Deficit), beginning of year	(\$ 29,633)	(\$ 52,959)	(\$ 77,625)
Operating Surplus/(Deficit), end of year	(\$ 52,959)	(\$ 77,625)	(\$ 106,179)

2.2 Current State of Project

Over the last few years, as the LIFT board stepped away from their duties as board members and directors of the corporation, CMHA has stepped in to help manage the operations at 446 King. CMHA have stated that they cannot continue to do this much longer without help to stabilize the business and a plan to provide for future sustainability. Part of the business transition plan described later in this report includes a large financial contribution from a private donor that CMHA has been engaging with to support this project turnaround. The financial donation has been designated toward paying off part of the outstanding mortgage. CMHA has also been engaging with the Ministry of Health to subsidize current rents up to 80% of AMR for some units. These discussions are still ongoing.

The current financial situation is bleak. In September 2023, the mortgage would have been in default had it not been for emergency funding in the amount of \$31,000 from the City. This funding bridges the shortfall on mortgage payments from September 2023 to February 2024 while a new business plan is put into place. This funding was necessary to prevent the lending agency from triggering a default and potentially taking possession of the property. Recognizing that the emergency funding will soon be depleted, and time will be needed to implement the transition plan, additional funding to support the mortgage may be disbursed for an additional three months.

2.3 Waitlist

Part of the transition plan will involve a new rent supplement stream from the City. Financial support for the project through rent supplements from the City will keep low-income individuals housed and supports the project's financial capacity to cover annual operational expenses. As units become vacant, rent supplements up to 80% of AMR would be offered to individuals who are matched from the City's waitlist. Over time, up to fourteen individuals may be matched from the City's waitlist.

2.4 Preventing Homelessness

The 446 King Street project provides stability, support, and a home to individuals who are on low fixed income. Continuing to provide an affordable and safe place for these individuals prevents homelessness. Support of this transition plan enables those agencies (i.e. CMHA) to support the most vulnerable in our community.

3.0 Financial Impact & Considerations

3.1 New Business Model Needed for Future Project Sustainability

The current business model is not viable, and changes are needed to stabilize this project and protect these affordable housing units.

The following initiatives are recommended to be advanced for this project:

- LIFT and CMHA to complete a Purchase and Sale Agreement.
- City to approve an Assignment and Assumption of 446 King Street Project from LIFT to CMHA. The new ownership would offer renewed leadership that is invested in better outcomes for tenants.
- Secure additional Rent Supplement revenue stream from two sources:
 - 1. Homeless Prevention Program for up to 14 units; and
 - 2. Ministry of Health for any remaining units.
 - At current average market rates, rent supplements for up to 14 units equates to about \$80,000 per year.
 - Discussions have been ongoing between CMHA and the Ministry of Health.
- CMHA to secure donor commitment up to \$680,000 that will contribute to a partial mortgage payout and operating needs.
- Contribute up to \$300,000 from municipal sources that will help dissolve past and current operating deficits. The exact amount of contribution will be determined based on need. This funding will be sourced from the City's Service Manager Administrative Funding account.

These initiatives constitute fundamental changes to their business model through the creation of new revenue streams and a re-setting of operational expenditures. The projected financial performance in Table 2 reflects the assumptions described above. For financial modelling purposes, the contributions are assumed to be implemented for the new fiscal year starting April 1, 2024 (as shown in "Projected 2025" column). The impact of rent supplements and one-time funding contributions from the donor and the City addresses past deficits and reduces the balance of the mortgage. Under these assumptions, the project not only generates enough revenue to meet all operating needs, but it also generates funds to contribute effectively to capital reserves. The latter is important to maintaining and protecting the building asset into the future.

Table 2 – Projected Financial Performance

446 King Street Year Ended March 31	Projected 2025	Projected 2026	Projected 2027	Projected 2028
Revenue				
Rental Revenue	\$ 180,243	\$ 184,750	\$ 189,368	\$ 194,103
Government Subsidy	407,798	\$ 261,762	\$ 265,825	\$ 269,989
Other	202,500	2,500	2,500	2,500
Total Revenue	790,542	449,011	457,693	466,591
Expenses				
Administrative Overhead	38,496	38,881	39,270	39,663
Maintenance & Repairs	170,501	174,266	178,144	182,138
Mortgage Expense	199,148	99,252	99,252	99,252
Other	117,036	120,100	122,334	124,619
Total Expense	525,181	432,498	438,999	445,671
Operating Surplus/(Deficit)	\$ 265,361	\$ 16,513	\$ 18,694	\$ 20,920
Operating Surplus/(Deficit), beginning of year	(\$ 223,563)	\$ 41,798	\$ 58,311	\$ 77,005
Operating Surplus/(Deficit), end of year	\$ 41,798	\$ 58,311	\$ 77,005	\$ 97,925

3.2 Other Options Considered

Other options have been considered, but all fall short of the outcomes achieved in the recommended approach.

- a. Bring on replacement board members for the Council of LIFT
 - Board members are challenging to recruit for housing projects. Having new board members may fill the governance void, but it does not address the financial challenges in the current business model.
- b. The City assumes ownership
 - The City is not resourced to operate housing projects.
 - Diverts time and resources in Municipal Housing Development from focusing on advancing other initiatives in the Roadmap to 3,000 Plan.
- c. Allow the project to fail
 - The project could go into receivership and be put up for sale by the lending agency.
 - The community risks losing affordable units.
 - Current tenants risk being re-located or being homeless.

4.0 Next Steps

Aligned with the transition plan in section 3.1 above, Civic Administration will engage with CMHA and LIFT to implement all the transactions and agreements needed to transition ownership and secure new funding streams. Council's recent approval of the Delegation of Authority for Municipal Contribution Agreements (MCA) for Affordable Housing will enable Civic Administration to deliver on some next steps more effectively.

Business Transition Plan:

- A. Transition Ownership & Governance
 1. Complete Purchase and Sale Agreement (CMHA to lead)

2. LIFT submits a request to the City for an Assignment and Assumption to CMHA
 3. Civic Administration reviews and approves the request, as permitted in the Delegation of Authority for Municipal Contribution Agreements for Affordable Housing
 4. Civic Administration to advise the province of change in ownership.
- B. Transfer Provincial Affordability Payment from LIFT to CMHA
1. Civic Administration to work with the province to transfer this subsidy to new owners. The payment is currently administered by the City.
- C. Secure Revenue sources from other parties/agencies
1. CMHA to secure one-time donation from anonymous source.
 2. CMHA to enter into amended agreement with Ministry of Health for rent subsidies.
- D. Secure Rent Supplements from the City
1. Civic Administration to work with CMHA on Tenant Placement Agreement that will specify the level of subsidy and the number of units subsidized aligned to filling new vacancies with tenants from the waitlist.
- E. Secure additional Municipal contribution and amend MCA
1. Conditional on approval from Council, Civic administration will contribute up to an additional \$300,000 grant to support the operational viability of this project. A condition of the grant will be to extend the affordability period by ten years out to 2044.
 2. Civic Administration to amend the MCA to allow rents up to 80% of AMR, as authorized in the Delegation of Authority.

Civic Administration can commit to provide an update to Council after the transition plan has been successfully implemented.

Conclusion

The project at 446 King Street is in financial crisis and needs a turnaround plan implemented within the next few months. The risk of inaction poses a threat to the housing stability of high acuity individuals. The cost of displaced tenants would far outweigh the financial commitment described above. The additional investment in this project would also protect and preserve much needed affordable housing stock that is also supportive. In the context of current initiatives being implemented to address health & homelessness, to address the shortage of affordable housing stock, allowing this project to fail would undermine those initiatives.

Prepared by: Kate Lawrence, MBA, CPA, CMA
Manager, Housing Services

Submitted by: Matt Feldberg, MPA, CET
Director, Municipal Housing Development

Recommended by: Scott Mathers, MPA, P.Eng.
Deputy City Manager, Planning and Economic Development

CC: Kevin Dickens, Deputy City Manager, Social and Health Development
 Craig Cooper, Director, Housing Stability Services

Report to Community and Protective Services Committee

To: Chair and Members
Community and Protective Services Committee
From: Kevin Dickins, Deputy City Manager, Social and Health
Development
Subject: Data Regarding the Relocation of Homeless Individuals
Date: January 29, 2024

That, on the recommendation of the Deputy City Manager Social and Health Development, that this Data Regarding the Relocation of Homeless Individuals report and the Snapshot of Homelessness in London (attached as Appendix A) **BE RECEIVED** for information.

Executive Summary

That the Municipal Council, meeting held on August 29, 2023, it was resolved;

h) that the Civic Administration BE DIRECTED to provide to the appropriate standing committee the existing data that is available with respect to this matter, including the reliability of the information.

Municipal Council Resolution attached as Appendix B to this report.

The purpose of this report is to provide existing data that is available with respect to the matter of relocation of homeless individuals from their home communities under false pretences or against their will, including the reliability of the information.

In addition, this report will present a community homelessness snapshot attached as Appendix A, which gives a preliminary overview of some of the notable components related to homelessness in London. This report will also outline some of the key functions of an active By-Name List (BNL) and the factors that impact and influence frequent changes to the data on the BNL.

Linkage to the Corporate Strategic Plan

This report aligns with the strategic areas of focus in the 2023-2027 City of London Strategic Plan. The City of London Strategic Plan (2023-2027) identifies housing and homelessness as a key area of focus, and housing and homelessness work is identified throughout the Strategic Plan, impacting all areas of life for Londoners.

Some key outcomes that are supported through the investments outlined in this report include:

- The City of London demonstrates leadership and builds partnerships to increase quality, affordable, and supportive housing options.
- London has a robust community system of health, homelessness, housing stability services, policies, procedures and by-laws in place to support individuals and families at risk of or experiencing homelessness or in precarious housing consistent with Council's recognition of the health and homelessness emergency.
- The City of London enhances the confidence of Indigenous Peoples by furthering truth and reconciliation efforts.
- The City of London is a leader in becoming an equitable and inclusive community.
- London is an affordable and supportive community for individuals and families.

- The City of London demonstrates leadership by taking meaningful actions to address and eliminate all forms of violence against women and girls, gender-based violence, and sexual violence.

Housing Stability for All: The Housing Stability Action Plan for the City of London (2019-2024)

London's Homeless Prevention and Housing Plan, Housing Stability for All: The Housing Stability Action Plan for the City of London (Housing Stability for All Plan), is the approved guiding document for homeless prevention and housing in the City of London and was developed in consultation with Londoners.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

- Housing Stability for All Plan 2022 Update (CPSC: May 24, 2023)
- Housing Stability for All Plan 2020 Update (CPSC: May 31, 2022)
- Housing Stability for All Plan - Mid-Year Update (CPSC: September 21, 2021)
- Housing Stability for All Plan 2020 Update (CPSC: May 11, 2021)
- Municipal Council Approval of the Housing Stability Plan 2019 to 2024 (CPSC: December 3, 2020)
- Municipal Council Approval of the Housing Stability Plan 2019 to 2024 (CPSC: December 3, 2019)
- Homeless Prevention and Housing Plan 5 Year Review and Update (CPSC: June 17, 2019)
- London's Homeless Prevention System Homeless Management Information System Cargo Management Consulting Inc. Contract Amendment #2 (CPSC: February 21, 2018)
- London's Homeless Prevention System Homelessness Partnering Strategy Homeless Individuals and Families Information System – Data Provision Agreement (CPSC: September 12, 2017)
- London's Homeless Prevention System Contract Amendment Cargo Management Consulting Inc. Homeless Management Information System Implementation Consultant (CPSC: September 12, 2017)
- Homeless Individuals and Families Information System Community Coordinator Funding Agreement (CPSC: March 28, 2017)
- London's Homeless Prevention System Contract Award Request for Proposal 16-56 Homeless Management Information System Implementation Consultant (CPSC: January 24, 2017)

2.1 Data Regarding Homelessness in London

Data about homelessness in London is captured through two separate systems. These systems are the Homeless Individuals and Families Information System (HIFIS) and the Customer Relations Management system (CRM). It is noted that this data is not an absolute number identifying people experiencing homelessness. The systems generate data based on someone's active engagement with a service provider or the City and is the most available data that service managers can access. While the total number of people experiencing homelessness at any given time is a number that is informed through the information collected in the system, it is recognized there will always be individuals not captured in the moment. Homelessness data in general is also not reviewed or analyzed in short intervals, but rather over periods of time to monitor trends and track changes. While some functions assist in day-to-day operations for service providers, there larger demographic information is best suited for periodic review. One way to support the understanding of homelessness in a community is through the use of an active BNL and will be discussed later in this report.

HIFIS, developed by the Government of Canada, is a cloud based shared database to support the day-to-day operational activities of the City and City funded service providers who are actively working with people experiencing homelessness. The purpose of the HIFIS database enables participating service providers within the same community to access, collect, and share local real-time homelessness data to ensure individuals and families accessing services are prioritized and referred to appropriate services at the correct times supporting an individual toward achieving housing stability. Data that can be retrieved from HIFIS includes demographic information, move-ins, and service involvement information (example: shelter capacity). Service providers use HIFIS to work with people in a range of locations including on the streets through outreach, in encampments, in emergency shelters and in people's homes.

Customer facing City of London programs including Coordinated Access, Housing Access Centre and Coordinated Informed Response use the CRM system to track contacts and follow up. Contacts in CRM would include members of the public seeking services related to homelessness, housing or making a service request for a response from the Coordinated Informed Response team or complaint. CRM data includes contact tracking for phone and email inquiries as well as mapping of encampment locations.

In both systems there is information that is collected in a standard way. However, this data has limitations which include:

- Data will not appear in HIFIS or CRM for people who have not accessed the service providers who input data into these systems.
- Data points that are not collected as a part of the existing "standard practice" will have limited or no data available.
- People experiencing homelessness may decline consent and/or not disclose information as all information in both systems is self-reported.

A snapshot summary of 2023 homelessness data in London, only using information available through these systems, the Snapshot of Homelessness in London, is attached to this report in [Appendix A](#).

2.2 Data Regarding Relocation of Individuals Experiencing Homelessness to London

CRM data tells us that 663 individuals from outside the City of London contacted Coordinated Access (City of London led service) seeking services in 2023. **There is no reliable data in the CRM system** that corroborates if these individuals actually came to London or that they came to London under false pretenses or against their will. This data simply indicates that people made contact seeking services, and conversely the City of London does not have data on the number of people from London that sought services in other communities.

There is no reliable data available in HIFIS regarding the relocation of these or other individuals experiencing homelessness to London. There is currently not a standard practice used by all agencies for collecting information about people coming into London under false pretences, against their will or details about their relocation from other communities.

The only available data related to length of time in London is through the City funded **Community Outreach Program**. It is noted that this information is not a mandatory requirement and could be a contributing factor to a low response rate to this question in HIFIS at 31%. In 2023, the community outreach program had 4364 interactions with 1357 interactions self identifying a length of time in London.

The Community Outreach Program interaction data, which does not identify the number of unique individuals indicates the following:

Community Outreach Program	2023
Total interactions	4364
Self identified length of time in London	1357
Self identified less than 6 months	55
Self identified 6 months to 2 years	56
Self identified more than 2 years	1246

Based on the outreach interaction data, this tells us that 4% of the interactions indicated they have been in London less than 6 months. Civic Administration has no confidence in this data to be able to determine if individuals who self identified their length of time in London are here against their will or under false pretences.

Civic Administration undertakes a continuous improvement approach to data collection and if directed, can work towards implementing a plan to collect this information in a standard way in HIFIS and/or CRM should council provide direction to do this. These efforts will take time to develop with community partners, implement and monitor before there is a data set to evaluate the impacts of individuals relocating to London under false pretences or against their will. In addition, there will be an unknown administrative burden on existing agencies to collect this information that may impact reliability and timing of data collection.

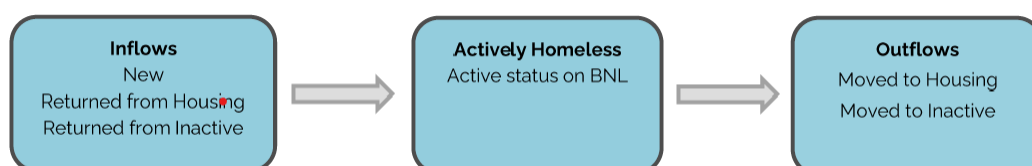
2.3 General Data Related to the By-Name List and Notes from the Homelessness Snapshot

A BNL is defined for the homeless serving sector as a real-time, up-to-date list of all people known to be experiencing homelessness and connecting regularly with available services in the City of London. All Service Managers in Ontario are required to maintain a BNL that meets the provincial requirements. In order to better understand current need in communities, the provincial BNL criteria identifies individuals as being “active” as anyone who has accessed a system service over the past 90 days and individuals who have signed explicit consent to be in the HIFIS system. Should an individual decline consent, they are not included in any of the BNL data.

The objectives of establishing a community BNL are:

- 1) Better understand the characteristics of people experiencing homelessness and pathways into and out of homelessness to identify trends and improve service delivery and effectiveness;
- 2) Connect people experiencing homelessness to services and supports they need;
- 3) Improve access to services and supports including where possible, identifying and addressing barriers experienced by indigenous communities and populations that are at higher risk of experiencing homelessness;
- 4) Monitor progress related to the Homeless Prevention Program outcomes of addressing and reducing homelessness including chronic homelessness.

In order to monitor progress, communities must also track the movement of people on the BNL to better understand the number of people actively homeless. This is done through tracking individuals through inflow and outflow to have an actively homeless list.



An active BNL is made up of several factors including inflow and outflow to homelessness. Individuals who are new to homelessness are one of two criteria used to understand inflow and additions to the BNL for active homelessness in our community. The other

criteria used for inflow into homelessness are individuals who have returned to homelessness from housing and those who have returned from inactive status as they have reconnected with a system service.

Outflow from a BNL is made up of two factors that impact the active BNL. These include removing people who are housed and people who have gone inactive from the BNL.

The ability to track individuals as they progress through their homelessness journey allows a community to more effectively understand and provide access to and support individuals while working to reduce the variety of barriers people experiencing homelessness face.

In completing the data analysis for the snapshot attached as Appendix A, there are a number of pieces of information that Civic Administration is bringing forward of note.

The 350+ individuals identified in Appendix A as experiencing unsheltered homelessness is based on individuals who have actively connected with the system through community reporting and HIFIS. The HIFIS report of unsheltered individuals, is an average from Jan 1 through Dec 31. At this time, data to fully capture unsheltered individuals has its challenges due to a number of factors including those of consent or engagement in services.

The City of London snapshot data is related to the total number of individuals who identified as Indigenous on the BNL. This number in 2023 identifies that 19% of those on the BNL identified as indigenous. This percentage is being noted by civic administration as an underrepresentation of the actual number of individuals who identify as indigenous and who are experiencing homelessness. It is generally accepted that approximately 30%+ of individuals experiencing homelessness identify as indigenous. Some considerations for why this number is lower on the data collected in HIFIS is due to the likelihood of individuals not self-identifying as indigenous. Many factors could prevent someone from identifying as indigenous. These may include past and ongoing experiences of racism, trauma associated with ongoing effects of colonization, etc.

The second note on the snapshot data that civic administration would like to highlight is the age breakdown of individuals on the active BNL. It is noted that 12% of the active BNL are individuals 60+ with the majority of the individuals on the by name list being between 25-39 at 37% and 40-59 also at 37%. This data tells us that most individuals who are experiencing homelessness and regularly connecting with system supports are between the ages of 25 and 59.

The final note on the snapshot data that civic administration would like to highlight is the gender breakdown of the active BNL. It is noted that 61% of the individuals on the active BNL are male with 36% being female. Those who identify as Gender queer, gender non-confirming, trans female, trans male, transgender, and two-spirit represent 2%. Civic administration believes this number is also an underrepresentation. This is likely due to past and ongoing discrimination. Civic administration will be working with the community in 2024 to try and improve the data quality on the gender breakdown in our community.

3.0 Key Issues and Considerations

There are several factors to consider when requesting service providers collect new information from people experiencing homelessness. The HIFIS database is shared across multiple service providers and as such there are time and training considerations when implementing new data requirements. Data quality is reliant on service providers using the HIFIS system and consistently inputting accurate data, as well as individuals who consent to be part of the system self-report this information.

The CRM system is only an internal database that is able to track interactions directly with the Housing Stability programs noted above. Data quality for this system is reliant on individuals contacting the City of London and accurately self-reporting any information being requested.

Further considerations include whether the information is required to support individuals experiencing homelessness to move towards housing stability or to ensure that system planning is meeting the needs of individuals experiencing homelessness in London.

Required data points for either system should align with work underway and consider overall organizations capacity, people with lived experience and the front-line staff. Front line staff often must balance data collection requirements and engaging with individuals in a manner that is trust building and respectful in a range of environments and often during periods of crisis.

In relation to the active BNL, Civic Administration continues to align with the provincial requirements of a BNL as required by the Homeless Prevention Program. These include improving the measurement and understanding of inflow into homelessness and outflow from homelessness to create an active BNL. In understanding these factors that impact the total number of people experiencing homelessness the City of London will be able to assess current supports provided and look for ways to improve and reduce an individuals experience of homelessness by connecting them to the proper available supports, services and housing.

Conclusion

The collection of the Data is reliant on service providers using the HIFIS system and consistently inputting accurate updated information, provided that individuals who consent to be part of the system self-report this information. Civic Administration does not have a high level of confidence in the available data about relocation of homeless individuals from their home communities under false pretences or against their will to London. Should council direct civic administration, a plan can be put into place to collect data regarding this matter and a report brought back to Council once sufficient data is available.

The data provided in Appendix A is a snapshot of some of the available homelessness data and does not reflect any relocation information.

Prepared by: Julia Rennick, Manager Housing Stability Services, Social and Health Development

Submitted by: Craig Cooper, Director, Housing Stability Services, Social and Health Development

Recommended by: Kevin Dickins, Deputy City Manager, Social and Health Development

Snapshot of Homelessness in London

Who experienced homelessness in our community?

The City maintains a comprehensive list called a “By-Name List”, of every person in the community actively experiencing homelessness. Using information collected and shared with their consent, each person on the list has a file that includes their name, homeless history, health, and housing needs. Maintaining a by-name list allows communities to track the ever-changing size and composition of their homeless population.

Current active number of individuals experiencing homelessness

We continue to see a range of **1,700 – 2,100**. Approximately **600** of these individuals are “**high acuity**”.



People experience homelessness in different ways, and each individual has different circumstances and needs which can **change** on a day-to-day basis.

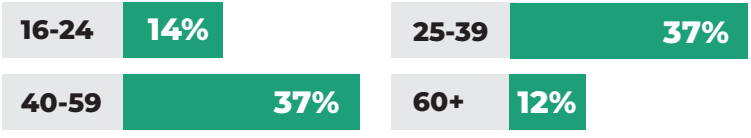


12% were **chronically homeless***

* homeless for at least six months over the past year, or experiencing homelessness intermittently over the past three years, with a cumulative duration of 18 months)



Age



19% identified as **Indigenous**

(this number is known to be higher as reflected by Indigenous agencies and organizations working in the community)



Gender



1% were confirmed **Veterans**

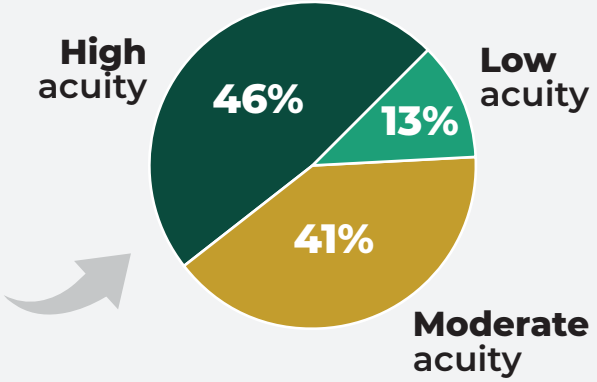
** Gender queer, gender non-confirming, trans female, trans male, transgender, and two-spirit. Unknown or didn't respond: 1%

Based on December 31st, 2023 active by-name list data

Support needs



76% of the individuals experiencing homelessness completed an assessment to determine their required level of support to achieve sustainable housing.



Based on December 31st, 2023 active by-name list data

[“Acuity” refers to the level of supports an individual needs]

Unsheltered Homelessness

People who have **actively connected** with the system.



350+ individuals living **unsheltered** – meaning they did not stay in an emergency shelter at all



103* active **encampments**



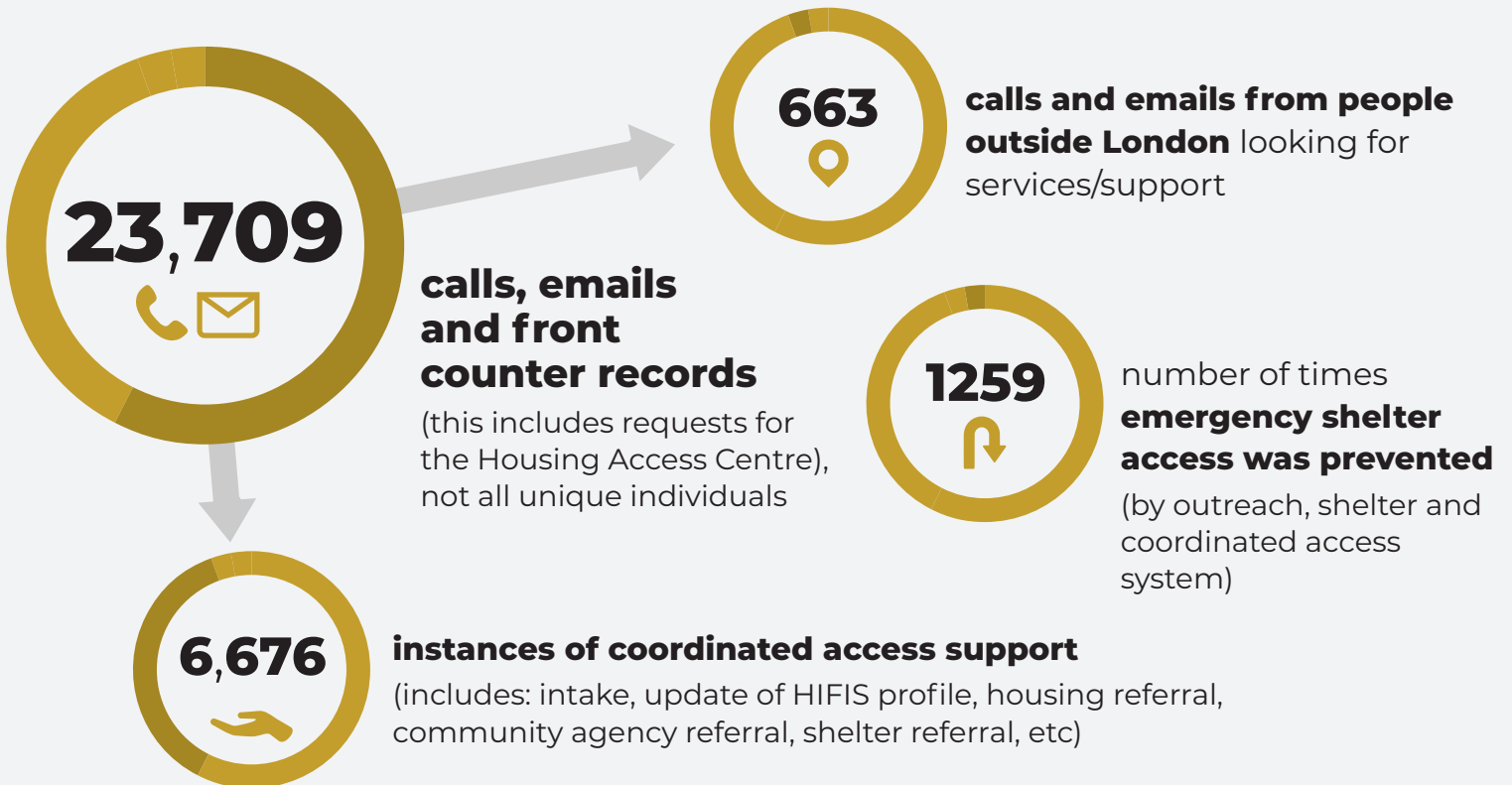
3,527 responses to **encampment complaints**

**This is the highest number of encampments, reported in November 2023, and does not reflect the total number of tents.*

From January to December 2023

Connecting with services and programs

The City operates a coordinated access system, where individuals or organizations can reach services and programs across the city. Through a central intake system, individuals are assessed and triaged to the appropriate supports.



From January to December 2023



Rental Market

1%**vacancy rate**

for units at or below average market rent

2.1%**rental market****vacancy rate**
in London**\$1,584****Average****monthly rental** for
one-bedroom unit

The City maintains a **Rent Geared to Income Wait List**. 



6,982 Number of
active applications
as of **December 31**.



419 households
were housed from the list
as of **December 31**.

For additional information on the City's Coordinated Access process including intake, assessment and resource matching please visit:

https://london.ca/sites/default/files/2023-01/CofL_Housing_CoordinatedAccessSystem_Web%5B11748%5D.pdf



P.O. Box 5035
300 Dufferin Avenue
London, ON
N6A 4L9

August 30, 2023

Mayor J. Morgan

K. Dickins
Deputy City Manager, Social and Health Development

I hereby certify that the Municipal Council, at its meeting held on August 29, 2023 resolved:

That the following actions be taken with respect to the Health and Homelessness Whole of Community System Response;

- a) the August Progress Update – Health & Homelessness Whole of Community System Response Report BE RECEIVED for information;
- b) a one-time Single Source contract agreement with Ark Aid Mission Services in the total estimated cost of \$130,000., to support continued services at 696 Dundas from 2:30pm-9:30pm daily from August 1, 2023, through September 30, 2023, BE APPROVED;
- c) a one-time contract amendment agreement to Canadian Mental Health Association (CMHA) at a total estimated cost of \$70,000. to support the Coffee House drop-in program with additional evening hours per day from August 1, 2023, through September 30, 2023, BE APPROVED;
- d) a one-time contract amendment of existing agreements to London Cares for the continuation of service provision in Encampment Service Depots for a six (6)-week extension from August 14, 2023, to September 30, 2023, the total estimated cost of \$52,000, BE APPROVED as follows:
 - i) for food total estimated cost \$42,000;
 - ii) for water total estimated cost \$5,000;
 - iii) for comfort stations total estimated cost \$5,000;
- e) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in relation to this project;
- f) the approval given herein BE CONDITIONAL upon the Corporation amending a Purchase of Service Agreement; and
- g) the Mayor and Government Relations staff BE DIRECTED to take the following actions:
 - i) undertake immediate advocacy efforts with the Association of Municipalities of Ontario, the Ontario Big City Mayors Caucus, and the Government of Ontario to develop a united policy condemning the relocation of homeless individuals under false pretense or against their will;
 - ii) further work with those partners to undertake the processes to stop this practice, including the development of proper levels of funding by the senior levels of government for adequate homelessness and supportive housing services, and appropriate consequences for organizations or individuals found to be engaging in such activities;

iii) work with the province to develop a program by which those released from hospitals or detention centres are provided proper discharge planning that includes transportation back to their home communities; and

h) that the Civic Administration BE DIRECTED to provide to the appropriate standing committee the existing data that is available with respect to this matter, including the reliability of the information.

it being noted that the Strategic Priorities and Policy Committee received a communication dated August 8, 2023 from Deputy Mayor S. Lewis and Councillor E. Pelosa and a communication dated August 14, 2023 from F. Moore, President, M. Rioux, Vice-President and J. Thompson, Executive Director, LIFE*SPIN with respect to this matter. (4.1/21/SPPC) (2023-S14)



M. Schulthess
City Clerk
/hw

cc: F. Moore, President, M. Rioux, Vice-President and J. Thompson, Executive Director, LIFE*SPIN
L. Livingstone, City Manager
S. Mathers, Deputy City Manager, Planning and Economic Development
K. Scherr, Deputy City Manager, Environment and Infrastructure
A. L. Barbon, Deputy City Manager, Finance Supports
B. Card, Deputy City Manager, Legal Services
C. Smith, Deputy City Manager, Neighbourhood and Community-Wide Services
J. Paradis, Deputy City Manager, Enterprise Supports
A. Thompson, Manager, Government and External Relations



300 Dufferin Avenue
P.O. Box 5035
London, ON
N6A 4L9

London
CANADA

January 12, 2024

Dear Colleagues,

As you are aware, there is a lot of change occurring in the vehicle for hire industry as more and more of what started as the “sharing economy” modes of transportation options have become big business-like Uber and Lyft, competing with the traditional taxi industry.

And more changes are on the horizon as mandates around electric vehicles begin to take shape, leaving some significant uncertainty and challenges for the taxi industry.

In 2023 Council began to direct some changes to our current by-law regarding **age limits of vehicles for hire**. However, there are several components for all vehicle classes that I believe we can address in the short term to help provide a level playing field and update regulations that have existed since before the advent of alternative options to taxi services.

Over the last two months, in consultation with the industry and with our staff, I have identified 2 changes that we should consider.

One such change would be to formally address the need to change the 120-day operational period regulation. This regulation was suspended by the License Manager as an economic support initiative during the COVID pandemic and continues to be exempted on a month-to-month basis on individual requests due to driver availability and limited use vehicle availability in the supply chain. This has been shown to have no impact on consumer ability to obtain a ride but creates uncertainty for plate owners and additional work for staff to deal with on an ad hoc basis. I believe a move to a one-year period instead of 120 days, with an option for another year on request, would be appropriate.

Another simple change would be to allow for 2-year license renewal time frames, aligning with the changes made for a regular Driver’s License by the province of Ontario. This would provide some choice for **vehicle owners** and may decrease the workload for our staff.

Therefore, I am looking for your support for the following:

Civic Administration BE DIRECTED to report back to the Community and Protective Services Committee with recommendations on possible amendments to the Vehicle for Hire By-law to address Cab Owner regulations on minimum vehicle operation periods and licence renewal timeframes,

it being noted that Civic Administration will be reporting back on vehicle age limits in 2024.

Sincerely,

Shawn Lewis
Deputy Mayor
Ward 2 Councillor

To: CPSC

Re: Delegation

I am interested to have a delegation status at the CPSC meeting to be held on Monday, Jan. 29, 2024.

Kind regards,

Hasan Savehilaghi
Yellow London Taxi Inc.



300 Dufferin Avenue
 P.O. Box 5035
 London, ON
 N6A 4L9

London
 CANADA

Jan 26, 2024

The Remembrance Gardens at 2315 River Road was completed in August of 2015, by members of the Remember November 11th Association, to honor and commemorate our Canadian veterans. It has since grown to include a central poppy garden with walkways that connect to commemorative boulders that recognize Canadian military and peacekeeping campaigns and the veterans that served in them. The gardens have become a solemn place for Londoners to come and pay their respects to the honored service of our veterans. The Remember the November 11th Association receive no city funds and currently maintain the gardens solely through a dedicated team of volunteers. They annually host a Remembrance Day service at the gardens, provide free meals to veterans at Centennial Hall, and other commemorative services throughout the year. The purpose of the motion listed below is to give direction to civic administration to create a memorandum of understanding for these gardens. This document will address the longstanding issue of laying out the roles and responsibilities of the City of London and the Remember the November 11th Association to maintain the gardens for current and future generations.

- a) *That Civic Administration BE DIRECTED to report back to the Community and Protective Services Committee with a memorandum of understanding, which lays out the roles and responsibilities of the City of London and the Remember the November 11th Association, for the shared operations of the Remembrance Gardens, located at 2315 River Road, by the end of Q2 of 2024; this report would include any costs that may be incurred on the part of the city for regular maintenance, electrical, or infrastructure upgrades which may be required on the property;*
- b) *That Civic Administration BE DIRECTED to engage Tourism London to recognize and promote Remembrance Gardens as an attraction for both residents and visitors; and,*

That the communication from Councillor McAlister and Ferreira BE RECEIVED

Sincerely,



Hadleigh McAlister
 Ward 1 Councillor
 City of London



David Ferreira
 Ward 13 Councillor
 City of London