

# Agenda Including Addeds

## Community and Protective Services Committee

5th Meeting of the Community and Protective Services Committee

April 1, 2019, 12:00 PM

Council Chambers

### Members

Councillors M. Cassidy (Chair), S. Lewis, M. Salih, E. Pelozza, S. Hillier, Mayor E. Holder

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6. Adjournment

# **London Housing Advisory Committee**

## **Report**

3rd Meeting of the London Housing Advisory Committee  
March 13, 2019  
Committee Room #4

Attendance                      PRESENT: J. Coley Phillips, J. Malkin, D. Nemeth, B. Odegaard,  
J. Peaire, D. Peckham; and P. Shack (Secretary)

ALSO PRESENT: J. Binder, D. Calderwood-Smith, S. Giustizia  
and G. Matthews

REGRETS: A. Galloway, M. Inthavong, K. Kaill and N. Reeves

The meeting was called to order at 12:22 PM

### **1. Call to Order**

#### **1.1 Disclosures of Pecuniary Interest**

That it BE NOTED that no pecuniary interests were disclosed.

### **2. Organizational Matters**

#### **2.1 Election of Chair and Vice Chair for term ending June 1, 2019**

That it BE NOTED that the London Housing Advisory Committee elected.  
B. Odegaard and J. Malkin as Chair and Vice Chair, respectively, for the  
term ending June 1, 2019.

### **3. Scheduled Items**

#### **3.1 Homeless Prevention and Housing Plan Update**

That the following actions be taken with respect to the Homeless  
Prevention and Housing Update:

a) a working group BE ESTABLISHED consisting of B, Odegaard, D.  
Peckham and J. Peaire with respect to the Community Conversation  
Toolkit, as part of the above matter; and

b) that London Housing Advisory Committee members BE  
ENCOURAGED to complete on-line survey, with respect to the above  
matter;

it being noted that the attached presentation from D. Calderwood,  
Manager, Strategic Program and Partnership, was received.

### **4. Consent**

#### **4.1 2nd Report of the London Housing Advisory Committee**

That it BE NOTED that the 2nd Report of the London Housing Advisory  
Committee, from its meeting held on January 9, 2019, was received.

#### **4.2 Public Meeting Notice - Official Plan Amendment - Draft Old East Village Dundas Street Corridor Secondary Plan**

That it BE NOTED that the Public Meeting Notice-Official Plan Amendment-Draft Old East Village Dundas Street Corridor Secondary Plan, from K. Killen, Senior Planner, was received.

4.3 Notice of Application - Zoning By-law Amendment - 348 Sunningdale Road East

That it BE NOTED that the Notice of Application-Zoning By-law Amendment-348 Sunningdale Road East, from B. Debbert, Senior Planner, was received.

5. Sub-Committees and Working Groups

None.

6. Items for Discussion

6.1 Work Plan

That consideration of the London Housing Advisory Committee 2019 Work Plan BE DEFERRED until the City Clerk's office completes the Advisory Committee Review.

6.2 Invite Stakeholders in Real Estate and Development Industries to Discuss Affordable Housing

That the following actions be taken with respect to discussing affordable housing:

- a) Bill Veitch or designate, London Development Institute BE INVITED to a future London Housing Advisory Committee to discuss the above matter; and
- b) a representative from London Builders Institute BE INVITED to a future meeting to discuss the above matter.

6.3 Housing Mediation Report - G. Matthews

That the Housing Mediation Report from G. Matthews BE DEFERRED to the next meeting.

7. Deferred Matters/Additional Business

None.

8. Adjournment

The meeting adjourned at 1:35 PM.



## London's 5-Year Homeless Prevention and Housing Review and Plan

London Housing Advisory Committee

March 13th, 2019

[london.ca](http://london.ca)



## What's happening?

- The City of London's Homeless Prevention and Housing Plan is being updated in 2019.
- The purpose of the planning process is to create a community plan that will inform a systems approach to homeless prevention and housing over the next five years.
- The Plan will be outcome focused, measurable, and help advance towards the goal of housing stability for individuals and families.
- The Plan will assist with incorporating the Government of Canada's National Housing Strategy, Ontario's Long-Term Affordable Housing Strategy, and Reaching Home: Canada's Homelessness Strategy.

[london.ca](http://london.ca)



## Why is the plan being created?

- The creation of the Homeless Prevention and Housing Plan is:
  - an opportunity to identify local community needs to be addressed through homeless prevention and housing services
  - intended to satisfy the planning requirements of Municipal Council, the Province of Ontario, and the Government of Canada and will align with existing City, regional, provincial, and national strategies

[london.ca](http://london.ca)



## Who is leading this in London?

- Homeless Prevention and Housing service areas will jointly lead this work.
- The scope of work includes Homeless Prevention in London, and Housing Services for both the City of London and Middlesex County.
- Middlesex County will complete their own Plan regarding homelessness.

[london.ca](http://london.ca)



## How will the Plan be prepared?

### London's 5-Year Homeless Prevention and Housing Plan

#### Project Phases

Phase 1: February – April

#### Engage The Community

Engage community members and stakeholders to share their ideas through community conversations and an online survey.

Phase 2: May – June

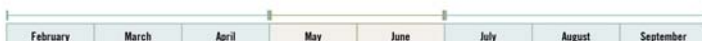
#### Test The Plan

Test draft strategies and actions with community members and stakeholders through large scale public consultations.

Phase 3: July – September

#### Approve The Plan

Prepare the Plan and submit it to Municipal Council for approval.



## How do I get involved?

1. Complete a Survey – Complete a survey and invite others to share their ideas and insights by completing a survey. (March 2019)
1. Facilitate a Community Conversation – Facilitate and/or participate in a community conversation. Request a community conversation toolkit by emailing [HPHLondon@london.ca](mailto:HPHLondon@london.ca) (March 2019)
1. Participate in a Community Consultation – Participate in the theme-based consultation sessions to review and provide feedback on draft strategies to be included in the Plan. (May – June 2019)

[london.ca](http://london.ca)

# Childcare Advisory Committee Report

1st Meeting of the Childcare Advisory Committee  
March 19, 2019  
Committee Room #4

**Attendance**

**PRESENT:** D. Gordon(Chair), T. Blaney, B. Jackson;  
and P. Shack(Committee Secretary)

**ABSENT:** S. Carter, J. Keens, S. McKee and J. Rinker

**ALSO PRESENT:** A. Benton, L. Cross, J. Frederick, H. Gerrits  
and M. Ludlow

The meeting stood adjourned at 2:00 PM, due to lack of quorum.

<b>TO:</b>	<b>CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON APRIL 1, 2019</b>
<b>FROM:</b>	<b>G. KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT &amp; COMPLIANCE SERVICES &amp; CHIEF BUILDING OFFICIAL</b>
<b>SUBJECT:</b>	<b>PROPERTY STANDARDS RELATED DEMOLITIONS</b>

<b>RECOMMENDATION</b>
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That, on the recommendation of the Managing Director, Development & Compliance Services & Chief Building Official, the attached by-law (Appendix 'A') **BE INTRODUCED** at the Council meeting on April 9, 2019; it being noted that the effect of the by-law will cause the City of London to take all necessary actions to demolish buildings and structures at the following locations: 315 Oakland Avenue, 271 William Street, 200 Adelaide Street North, 533 Piccadilly Street, and 8 Henry Street.

<b>BACKGROUND</b>
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On June 28, 2010, City Council passed a City Policy indicating that when a Property Standards Order is not complied with, the Chief Municipal Law Enforcement Officer shall not cause the property to be demolished unless the matter has been reported to Council and Council has passed a by-law approving of the proposed demolition.

<b>SUBJECT PROPERTIES</b>
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There have been numerous complaints regarding the unkempt buildings located at 315 Oakland Avenue, 271 William Street, 200 Adelaide Street North, 533 Piccadilly Street, and 8 Henry Street. These buildings have been vacant for some time and remain unoccupied.

The City of London ("City") has taken numerous enforcement related actions to secure the buildings and as a result, no actions have been taken on behalf of the property owner. All actions taken by the City, including costs of securing property cleanups, and inspection fees were billed to the property owner. On numerous occasions, London Police Services attend with Municipal Law Enforcement Officers to address squatters in the buildings. London Fire Services proactively inspect vacant buildings on a monthly basis to ensure that the buildings are secure. Vacant dilapidated buildings are the source of increasing municipal costs related to enforcement agencies.

The subject buildings remain vacant and in a decrepit state. Property Standard Orders ("Orders") issued for the subject properties remain outstanding. Violations include roof and related roof structure maintenance, door and window maintenance, pests, partial wall collapse, building no longer structurally sound, and dilapidated shed(s). All of these properties have had occurrences of graffiti vandalism, squatters, and an accumulation of debris. The associated Orders are attached to this report as Appendix 'B'.

All of the subject buildings currently do not have active demolition/building permits.

Photos of all properties are included as Appendix 'C' to this report.

<b>CONCLUSION</b>
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Civic Administration recommends these dilapidated buildings be demolished to address ongoing neighbourhood nuisance, safety, and quality of life issues. All demolition costs including inspection fees and the preparation of a Designated Substance Survey, to identify any hazardous materials will be invoiced to the property owner. If fees are not paid, the costs will be added to the tax roll.

All property owners were advised by letter of the preparation of this report, and were offered delegation status at committee.

<b>PREPARED BY:</b>	<b>SUBMITTED BY:</b>
<b>O. KATOLYK, MLEO ( C ) CHIEF MUNICIPAL LAW ENFORCEMENT OFFICER</b>	<b>G. KOTSIFAS, P.ENG. MANAGING DIRECTOR, DEVELOPMENT &amp; COMPLIANCE SERVICES &amp; CHIEF BUILDING OFFICIAL</b>

cc: LPS – COR Unit  
Fire Prevention  
Registered property owners



## Appendix 'A'

Bill No.  
2019

By-law No.

A By-law to approve demolition of abandoned buildings with municipal addresses of 315 Oakland Avenue, 271 William Street, 200 Adelaide Street North; 533 Piccadilly Street and 8 Henry Street under the Property Standards provisions of the *Building Code Act*.

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

AND WHEREAS section 15.1(3) of the *Building Code Act* provides that the council of a municipality may pass a by-law to require property that does not conform with the standards to be repaired and maintained to conform with the standards or the site to be cleared of all buildings, structures, debris or refuse and left in graded and levelled condition;

AND WHEREAS Council has passed Property Standards By-law CP-16 that requires owners of property that does not conform to the standards of the by-law to repair and maintain the property to conform with the standards of the by-law or to clear it of all buildings, structures, debris or refuse and left in a graded and levelled condition;

AND WHEREAS section 15.2(2) of the *Building Code Act* provides that an officer who finds that a property does not conform with the standards prescribed in the Property Standards By-law may make an order giving reasonable particulars of the repairs to be made or stating that the site is to be cleared of all buildings, structures, debris or refuse and left in a graded and levelled condition;

AND WHEREAS section 15.4 of the *Building Code Act* provides that, if an order of an officer under section 15.2(2) is not complied with in accordance with the order as deemed confirmed or as confirmed or modified by the committee or a judge, the municipality may cause the property to be repaired or demolished accordingly;

AND WHEREAS section 15.4(3) of the *Building Code Act* provides that a municipal corporation or a person acting on its behalf is not liable to compensate the owner, occupant or any other person by reason of anything done by or on behalf of the municipality in the reasonable exercise of its powers under subsection (1);

AND WHEREAS section 15.4(4) of the *Building Code Act* provides that the municipality shall have a lien on the land for the amount spent on the repair or demolition under subsection (1) and the amount shall have priority lien status as described in section 1 of the *Municipal Act, 2001*;

AND WHEREAS Council passed By-law A.-6554-211 to adopt a Policy whereby, in the event a confirmed Property Standards Order is not complied with, the City's Manager of By-law Enforcement shall not cause the property to be demolished unless he or she has reported to Council setting out the reasons for the proposed demolition and Council has passed a by-law approving of the proposed demolition;

AND WHEREAS a property standards order has not been complied with in accordance with the order as deemed confirmed or as confirmed or modified by the committee or a judge;

AND WHEREAS the City's Chief Municipal Law Enforcement Officer has reported to Council setting out the reasons for the proposed demolition;

AND WHEREAS Municipal Council wishes to cause the property to be demolished;

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

1. The demolition of abandoned buildings at municipal addresses of 315 Oakland Avenue, 271 William Street, 200 Adelaide Street North; 533 Piccadilly Street and 8 Henry Street, City of London is approved, and the property shall be cleared of all buildings, structures, debris or refuse and left in a graded and levelled condition, in accordance with the City of London Property Standards By-law and *Building Code Act*.
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council , 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First reading –  
Second reading –  
Third reading –

Appendix 'B'

THE CORPORATION OF THE CITY OF LONDON

**ORDER**

Issued Pursuant to Subsection 15.2(2) of the Ontario Building Code Act, S.O.1992, c.23

ORDER NUMBER: PV 19-007657

DATE ISSUED: February 13, 2019

ISSUED TO: Cannata Elisabeth  
\*\*\* Tax Registration \*\*\*  
9 Dover Pl  
LONDON ON N5Z 3B8

MUNICIPAL ADDRESS: 8 Henry St., London ON

LEGAL DESCRIPTION: PART LOTS 2 & 3 NORTH OF SIMCOE STREET, PART LOT 3  
SOUTH OF HORTON STREET, AS IN INSTRUMENT No.  
LC185141; LONDON

**BE ADVISED** that on **February 6, 2019**, an inspection of the above-noted property revealed the property does not conform to the standards prescribed in The City of London Property Standards By-Law CP-16.

The particulars of the repairs to be made are set out in the "Schedule of Repairs to be Made", attached hereto, and forming part of this **ORDER**.

**You are Hereby Ordered** to carry out the repairs as set out in the "Schedule of Repairs to be Made" or the site is to be cleared of all buildings, structures, debris or refuse. This **ORDER** shall be complied with and the property brought into conformance with the standards prescribed in the Property Standards By-law on or before **March 6, 2019**.

Where it has been determined that the repairs or clearance as set out in this Order have not been carried out in accordance with this **ORDER** as confirmed or modified, in addition to any possible court action, The Corporation of the City of London may carry out the repairs or clearance at the owner's expense. The Corporation of the City of London shall have a lien on the land for the amount spent on the repairs or clearance and the amount shall have priority lien status as described in section 1 of the *Municipal Act, 2001*. The amount may be added to the tax roll of the property.

**You are Hereby Advised** that if you are not satisfied with the terms or conditions of this **ORDER**, you may appeal by sending a notice of appeal by registered mail to the Secretary of the Property Standards Committee, c/o Development & Compliance Services, City Hall, P.O. Box 5035, London, Ontario, N6A 4L9. **Appeal fee for property standards notice is \$150.00.**

**TAKE NOTICE** that the final day giving notice of appeal from this **ORDER** shall be **March 6, 2019**.

In the event that no appeal is received within the above prescribed period, the **ORDER** shall be deemed to be confirmed and shall be final and binding. You are expected to comply with the terms and conditions of this **ORDER** to avoid any possible enforcement actions being taken.

Where a permit is required to carry out a repair required to comply with this Order, it is the responsibility of the owner to obtain any such permit.

**Failure to comply with this ORDER may result in enforcement action being taken.**

**DATED AT LONDON, ONTARIO**, this 13th day of February, 2019.

  
\_\_\_\_\_  
**SHANE MADDOX**  
**PROPERTY STANDARDS OFFICER**

## "SCHEDULE OF REPAIRS TO BE MADE"

**Municipal Address**

8 Henry St

File No. PV 19-007657

**Date of Inspection**

February 6, 2019

**Owner**

Cannata Elisabeth  
\*\*\* Tax Registration \*\*\*  
9 Dover Pl  
LONDON ON N5Z 3B8

**1) Non-conformance:**

Debris and tall grass evident at property.

**By-law Section:**

**3.1 Exterior Property Areas**

**3.1.1 Exterior - Maintained - Neat and Tidy**

Exterior property areas shall be maintained in a neat and tidy condition.

**3.1.2 Neat and Tidy Includes**

Without restricting the generality of subsection 3.1.1, maintained in a neat and tidy condition includes removal of:

- (a) rubbish, garbage, brush, waste, litter and debris;
- (b) injurious insects, termites, rodents, vermin and other pests;
- (c) growth of weeds in excess of 20 cm (8");
- (d) ground cover, hedges and bushes which are unreasonably overgrown;
- (e) dead, decayed or damaged trees or other growth and the branches and limbs thereof which create an unsafe condition;
- (f) wrecked, dismantled, inoperative, discarded, unused, or unlicensed vehicles or trailers, except in an establishment licensed or authorized to conduct or operate a wrecking business;
- (g) machinery or parts thereof, or other objects or parts thereof, or accumulation of material that creates an unsafe condition or which is not in keeping with the neighbouring properties;
- (h) dilapidated or collapsed structures or erections, and the filling or protecting of any uncovered cavities such as wells, cisterns, septic tanks

**Repair to be made:**

Repair and maintain above requirements in accordance with City of London Property Standards Bylaw CP-16.

**2) Non-conformance:**

Soffits, fascia's, and shingles on the main dwelling are in disrepair.

**By-law Section:**

**4.4**

**4.4.1 Roof/Related Roof Structure - Maintained**

Every roof including related roof structures, fascias, soffits, eavestroughs, roof gutters, downpipes, guards and lightning arrestors shall be maintained

**Repair to be made:**

Repair and maintain above requirements in accordance with City of London Property Standards Bylaw CP-16.

## "SCHEDULE OF REPAIRS TO BE MADE – PAGE 2"

<b><u>Municipal Address</u></b>	8 Henry St	File No. PV 19-007657
<b><u>Date of Inspection</u></b>	February 6, 2019	
<b><u>Owner</u></b>	Cannata Elisabeth *** Tax Registration *** 9 Dover Pl LONDON ON N5Z 3B8	

3) **Non-conformance:**      Exterior surfaces not maintained.

By-law Section:      4.6 Exterior Surfaces

### **4.6.1 Exterior Surfaces - Maintained**

All exterior surfaces on a building shall be maintained.

### **4.6.2 Remove - Stains - Defacement**

Appropriate measures shall be taken to remove any stains or other defacement occurring on the exposed finished exterior surfaces and, where necessary, to restore the surface and adjacent areas to, as near as possible, their appearance before the staining or defacement occurred.

### **4.6.3 Temporary Barricades - Finish Compatible**

Exterior surfaces of materials used for the temporary barricading of openings to the interior of a building shall be surfaced with a finish compatible with the surrounding finishes.

Repair to be made:      Repair and maintain above requirements in accordance with City of London Property Standards Bylaw CP-16.

***For properties with Heritage designation, or that fall within a designated Heritage area, Section 2.7 of By-law CP-16 will apply and a Heritage alteration permit may be required. Please contact a Heritage Planner at 519-661-4980 for more information.***

***No order made under section 15.2 of the Building Code Act in respect of a Part IV heritage property or a Part V heritage property shall state that the site is to be cleared of all buildings or structures and left in a graded and levelled condition. That part of an order in respect of a Part IV heritage property or a Part V heritage property that states that a site is to be cleared of all buildings or structures and left in a graded and levelled condition is of no force or effect.***

February 13, 2019  
SM:sb

**THE CORPORATION OF THE CITY OF LONDON**

**ORDER**

Issued Pursuant to Subsection 15.2(2) of the Ontario Building Code Act, S.O.1992, c.23

ORDER NUMBER: PV 16-087797

DATE ISSUED: May 4, 2016

ISSUED TO: Meharg Lorrie Marlene  
57 Duchess Ave  
LONDON ON N6C 1N3

MUNICIPAL ADDRESS: 315 Oakland Ave., London ON

LEGAL DESCRIPTION: PLAN 413 PT LOT 63 REG 4550.00SF 35.00FR 130.00D

**BE ADVISED** that on **May 2, 2016**, an inspection of the above-noted property revealed the property does not conform to the standards prescribed in The City of London Property Standards By-Law CP-16.

The particulars of the repairs to be made are set out in the "Schedule of Repairs to be Made", attached hereto, and forming part of this **ORDER**.

**You are Hereby Ordered** to carry out the repairs as set out in the "Schedule of Repairs to be Made" or the site is to be cleared of all buildings, structures, debris or refuse. This **ORDER** shall be complied with and the property brought into conformance with the standards prescribed in the Property Standards By-law on or before **May 23, 2016**.

Where it has been determined that the repairs or clearance as set out in this Order have not been carried out in accordance with this **ORDER** as confirmed or modified, in addition to any possible court action, The Corporation of the City of London may carry out the repairs or clearance at the owner's expense. The Corporation of the City of London shall have a lien on the land for the amount spent on the repairs or clearance and the amount shall have priority lien status as described in section 1 of the *Municipal Act, 2001*. The amount may be added to the tax roll of the property.

**You are Hereby Advised** that if you are not satisfied with the terms or conditions of this **ORDER**, **you may appeal** by sending a notice of appeal by registered mail to the Secretary of the Property Standards Committee, c/o Development & Compliance Services, City Hall, P.O. Box 5035, London, Ontario, N6A 4L9. **Appeal fee for property standards notice is \$150.00.**

**TAKE NOTICE** that the final day giving notice of appeal from this **ORDER** shall be **May 23, 2016**.

In the event that no appeal is received within the above prescribed period, the **ORDER** shall be deemed to be confirmed and shall be final and binding. You are expected to comply with the terms and conditions of this **ORDER** to avoid any possible enforcement actions being taken.

Where a permit is required to carry out a repair required to comply with this Order, it is the responsibility of the owner to obtain any such permit.

**DATED AT LONDON, ONTARIO**, this 4<sup>th</sup> day of May, 2016.

  
**W. JEFFERY**  
**PROPERTY STANDARDS OFFICER**

Y:\Shared\building\PropStrnd.Section\Orders\2016\Jeffery\oakland315.PS Order Form.doc

## "SCHEDULE OF REPAIRS TO BE MADE"

<b><u>Municipal Address</u></b>	<b>315 Oakland Ave</b>	File No. PV 16-087797
<b><u>Date of Inspection</u></b>	May 2, 2016	
<b><u>Owner</u></b>	Meharg Lorrie Marlene 57 Duchess Ave LONDON ON N6C 1N3	
<b>1) <u>Non-conformance:</u></b>	Windows on the main dwelling are broken and have not been maintained.	
By-law Section:	<b>4.3</b>	
Repair to be Made:	<b>4.3.2 Doors, Windows - Maintained</b>	
	All doors, windows, skylights and shutters, including storm and screen doors and windows shall be maintained.	
	Repair all damaged windows related to the main dwelling to comply with the CP-16 by-law.	
<b>2) <u>Non-conformance:</u></b>	Roof and shingles on the main dwelling are in disrepair.	
By-law Section:	<b>4.4</b>	
Repair to be Made:	<b>4.4.1 Roof/Related Roof Structure - Maintained</b>	
	Every roof including related roof structures, fascias, soffits, eaves troughs, roof gutters, downpipes, guards and lightning arrestors shall be maintained.	
	Repair all of the roof and roof related structures to the main dwelling to comply with the CP-16 by-law.	
<b>3) <u>Non-conformance:</u></b>	Porch, deck and stairs on the main dwelling are in disrepair.	
By-law Section:	<b>4.5</b>	
Repair to be Made:	<b>4.5.1 Floors, Stairs – Maintained</b>	
	Every floor, stair, verandah, porch, deck, balcony and every appurtenance and surface finishing attached or laid thereto shall be maintained	
	<b>4.5.2 Maintenance – Includes</b>	
	Without restricting the generality of subsection 4.5.1, the maintenance includes: (a) repairing or replacing floors, treads and risers, including finishes such as linoleum and carpet that contain depressions, protrusions or are broken, torn, warped, loose or otherwise defective; (b) renewing or strengthening structural members that are rotted, deteriorated or loose; (c) repainting or the re-applying of other equivalent preservative, if required	
	Repair all stairs, porches, decks related to the main dwelling to comply with the CP-16 by-law.	

May 4, 2016  
WJ:sb

**THE CORPORATION OF THE CITY OF LONDON**

**ORDER**

Issued Pursuant to Subsection 15.2(2) of the Ontario Building Code Act, S.O.1992, c.23

ORDER NUMBER PV 16-003337

DATE ISSUED: February 2, 2016

ISSUED TO: Weslon Investors Limited  
c/o Gary Robinson  
151 Pine Valley Blvd  
LONDON ON N6K 3T6

MUNICIPAL ADDRESS 200 Adelaide St N., London ON

LEGAL DESCRIPTION — CON C PT LOT 12 6000.00SF 60.00FR 100.00D

**BE ADVISED** that on February 2, 2016 an inspection of the above-noted property revealed the property does not conform with the standards prescribed in The City of London Property Standards By-Law CP-16.

The particulars of the repairs to be made are set out in the "Schedule of Repairs to be Made", attached hereto, and forming part of this **ORDER**.

**YOU ARE HEREBY ORDERED** to carry out the repairs as set out in the "Schedule of Repairs to be Made" or the site is to be cleared of all buildings, structures, debris or refuse. This **ORDER** shall be complied with and the property brought into conformance with the standards prescribed in the Property Standards By-law on or before **February 20, 2016**.

Where it has been determined that the repairs or clearance as set out in this Order have not been carried out in accordance with this **ORDER** as confirmed or modified, in addition to any possible court action, The Corporation of the City of London may carry out the repair at the owner's expense. The Corporation of the City of London shall have a lien on the land for the amount spent on the repairs or clearance and the amount shall have priority lien status as described in section 1 of the *Municipal Act, 2001*. The amount may be added to the tax roll of the property.

**YOU ARE HEREBY ADVISED** that if you are not satisfied with the terms or conditions of this **ORDER**, you may appeal by sending a notice of appeal by registered mail to the Secretary of the Property Standards Committee, c/o Development & Compliance Services, City Hall, P.O. Box 5035, London, Ontario, N6A 4L9. **Appeal fee for property standards notice is \$150.00.**

**TAKE NOTICE THAT** the final day giving notice of appeal from this **ORDER** shall be **February 20, 2016**.

In the event that no appeal is received within the above prescribed period, the **ORDER** shall be deemed to be confirmed and shall be final and binding. You are expected to comply with the terms and conditions of this **ORDER** to avoid any possible enforcement actions being taken.

Where a permit is required to carry out a repair required to comply with this Order, it is the responsibility of the owner to obtain any such permit.

**DATED AT LONDON, ONTARIO**, this 2<sup>nd</sup> day of February, 2016.

  
\_\_\_\_\_  
**NATALIE PHILIPS**  
**PROPERTY STANDARDS OFFICER**



## "SCHEDULE OF REPAIRS TO BE MADE"

<b><u>Municipal Address</u></b>	200 Adelaide St N	File No. PV 16-003337
<b><u>Date of Inspection</u></b>	February 2, 2016	
<b><u>Owner(s)</u></b>	Weslon Investors Limited c/o Gary Robinson 151 Pine Valley Blvd LONDON ON N6K 3T6	
<b>1) <u>Non-conformance:</u></b>	Missing fascia, and shingles in disrepair beyond proper performance.	
By-law Section:	<b>4.4.1 Roof/Related Roof Structure - Maintained</b>  Every roof including related roof structures, fascias, soffits, eaves troughs, roof gutters, downpipes, guards and lightning arrestors shall be maintained.	
Repair to be Made:	Appropriate measures should be taken to secure the exterior of the exiting dwelling.	
<b>2) <u>Non-conformance:</u></b>	All doors, windows, skylights and shutters, including storm and screen doors and windows shall be maintained.	
By-law Section:	<b>4.3.2 Doors, Windows – Maintained</b>	
Repair to be Made:	Repair/replace broken windows on building in accordance with City of London Property Standards Bylaw CP-16.	
<b>3) <u>Non-conformance:</u></b>	Small pests may be accessing the dwelling on the subject property.	
By-law Section:	<b>4.10.1 Free of Pests</b>  All buildings shall be kept free of rodents, vermin and insects at all times and methods used for exterminating rodents or insects or both shall be in accordance with the provisions of the Pesticides Act, R.S.O. 1990, Chapter P.11, as amended, and all regulations enacted pursuant thereto.	
Repair to be Made:	Appropriate measures should be taken to secure the exterior of the exiting dwelling.	

**Please Note** Any wildlife or pest must be removed from all buildings prior to the structure(s) being secured. If the owner of the subject property does not take responsibility for this removal, the City of London will have the removal completed and the owner will be responsible for all cost involved in this process.

February 2, 2016  
NP:sb

**THE CORPORATION OF THE CITY OF LONDON**

**ORDER**

Issued Pursuant to Subsection 15.2(2) of the Ontario Building Code Act, S.O.1992, c.23

ORDER NUMBER: PV 17-036736

DATE ISSUED: November 3, 2017

ISSUED TO: Dame Ralph Leighton  
Dame Cindi Lynn  
533 Piccadilly St  
LONDON ON N5Y 3G7

MUNICIPAL ADDRESS: 533 Piccadilly St., London ON

LEGAL DESCRIPTION: PLAN NIL PT LOT 15 W/S WILLIAM REG 3300.00SF 30.00FR  
110.00D

**BE ADVISED** that on **November 3, 2017**, an inspection of the above-noted property revealed the property does not conform to the standards prescribed in The City of London Property Standards By-Law CP-16.

The particulars of the repairs to be made are set out in the "Schedule of Repairs to be Made", attached hereto, and forming part of this **ORDER**.

**You are Hereby Ordered** to carry out the repairs as set out in the "Schedule of Repairs to be Made" or the site is to be cleared of all buildings, structures, debris or refuse. This **ORDER** shall be complied with and the property brought into conformance with the standards prescribed in the Property Standards By-law on or before **November 24, 2017**.

Where it has been determined that the repairs or clearance as set out in this Order have not been carried out in accordance with this **ORDER** as confirmed or modified, in addition to any possible court action, The Corporation of the City of London may carry out the repairs or clearance at the owner's expense. The Corporation of the City of London shall have a lien on the land for the amount spent on the repairs or clearance and the amount shall have priority lien status as described in section 1 of the *Municipal Act, 2001*. The amount may be added to the tax roll of the property.

**You are Hereby Advised** that if you are not satisfied with the terms or conditions of this **ORDER**, **you may appeal** by sending a notice of appeal by registered mail to the Secretary of the Property Standards Committee, c/o Development & Compliance Services, City Hall, P.O. Box 5035, London, Ontario, N6A 4L9. **Appeal fee for property standards notice is \$150.00.**

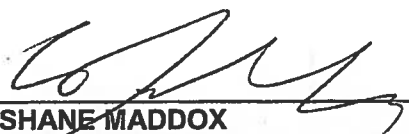
**TAKE NOTICE** that the final day giving notice of appeal from this **ORDER** shall be **November 24, 2017**.

In the event that no appeal is received within the above prescribed period, the **ORDER** shall be deemed to be confirmed and shall be final and binding. You are expected to comply with the terms and conditions of this **ORDER** to avoid any possible enforcement actions being taken.

Where a permit is required to carry out a repair required to comply with this Order, it is the responsibility of the owner to obtain any such permit.

**Failure to comply with this ORDER may result in enforcement action being taken.**

**DATED AT LONDON, ONTARIO**, this 3rd day of November, 2017.

For:   
**SHANE MADDOX**  
**PROPERTY STANDARDS OFFICER**

## "SCHEDULE OF REPAIRS TO BE MADE"

<b><u>Municipal Address</u></b>	<b>533 Piccadilly St</b>	<b>File No. PV 17-036736</b>
<b><u>Date of Inspection</u></b>	<b>November 3, 2017</b>	
<b><u>Owner</u></b>	<b>Dame Ralph Leighton Dame Cindi Lynn 533 Piccadilly St LONDON ON N5Y 3G7</b>	
<b>1) <u>Non-conformance:</u></b>	<b>Rear yard has overgrown bushes and tall grass and weeds.</b>	
<b>By-law Section:</b>	<b>3.1</b>	
<b>Repair to be Made:</b>	<b>3.1 EXTERIOR PROPERTY AREAS</b>	
	<b>3.1.1 Exterior - Maintained - Neat and Tidy</b>	
	Exterior property areas shall be maintained in a neat and tidy condition.	
	<b>3.1.2 Neat and Tidy Includes</b>	
	Without restricting the generality of subsection 3.1.1, maintained in a neat and tidy condition includes removal of:	
	(a) rubbish, garbage, brush, waste, litter and debris;	
	(b) injurious insects, termites, rodents, vermin and other pests;	
	(c) growth of weeds in excess of 20 cm (8");	
	(d) ground cover, hedges and bushes which are unreasonably overgrown;	
	(e) dead, decayed or damaged trees or other growth and the branches and limbs thereof which create an unsafe condition;	
	(f) wrecked, dismantled, inoperative, discarded, unused, or unlicensed vehicles or trailers, except in an establishment licensed or authorized to conduct or operate a wrecking business;	
	(g) machinery or parts thereof, or other objects or parts thereof, or accumulation of material that creates an unsafe condition or which is not in keeping with the neighbouring properties;	
	(h) dilapidated or collapsed structures or erections, and the filling or protecting of any uncovered cavities such as wells, cisterns, septic tanks.	
<b>2) <u>Non-conformance:</u></b>	<b>Soffits and shingles on the main dwelling are in disrepair.</b>	
<b>By-law Section</b>	<b>4.4</b>	
<b>Repair to be made:</b>	<b>4.4.1 Roof/Related Roof Structure - Maintained</b>	
	Every roof including related roof structures, fascias, soffits, eavestroughs, roof gutters, downpipes, guards and lightning arrestors shall be maintained.	
	Repair all roof related structures to the main dwelling to comply with the CP-16 by-law.	
<b>3) <u>Non-conformance:</u></b>	<b>Rear yard deck in disrepair.</b>	
<b>By-law Section</b>	<b>4.5</b>	
<b>Repair to be made:</b>	<b>4.5 Floors, Stairs, Verandas, Porches, Decks, Loading Docks and Balconies</b>	
	<b>4.5.1 Floors, Stairs - Maintained</b>	
	Every floor, stair, verandah, porch, deck, balcony and every appurtenance and surface finishing attached or laid thereto shall be maintained.	

## "SCHEDULE OF REPAIRS TO BE MADE – Page 2"

**Municipal Address**

533 Piccadilly St

File No. PV 17-036736

**Date of Inspection**

November 3, 2017

**Owner**

Dame Ralph Leighton  
Dame Cindi Lynn  
533 Piccadilly St  
LONDON ON N5Y 3G7

**4.5.2 Maintenance - Includes**

Without restricting the generality of subsection 4.5.1, the maintenance includes:

- (a) repairing or replacing floors, treads and risers, including finishes such as linoleum and carpet that contain depressions, protrusions or are broken, torn, warped, loose or otherwise defective;
- (b) renewing or strengthening structural members that are rotted, deteriorated or loose;
- (c) repainting or the re-applying of other equivalent preservative, if required.

**NOTE: STRUCTURAL REPAIRS OR DEMOLITION WILL REQUIRE A BUILDING PERMIT.**

November 3, 2017  
SM:sb

**THE CORPORATION OF THE CITY OF LONDON**

**ORDER**

Issued Pursuant to Subsection 15.2(2) of the Ontario Building Code Act, S.O.1992, c.23

ORDER NUMBER: PV 16-258417

DATE ISSUED: September 30, 2016

ISSUED TO: Roach Rebecca Ann  
271 William St  
LONDON ON N6B 3C2

MUNICIPAL ADDRESS: 271 William St., London ON

LEGAL DESCRIPTION: PLAN 178 PT LOT 24 N/S HORTON REG 0.09AC 39.00FR 101.00D

**BE ADVISED** that on **September 20, 2016**, an inspection of the above-noted property revealed the property does not conform to the standards prescribed in The City of London Property Standards By-Law CP-16.

The particulars of the repairs to be made are set out in the "Schedule of Repairs to be Made", attached hereto, and forming part of this **ORDER**.

**You are hereby Ordered** to carry out the repairs as set out in the "Schedule of Repairs to be Made" or the site is to be cleared of all buildings, structures, debris or refuse. This **ORDER** shall be complied with and the property brought into conformance with the standards prescribed in the Property Standards By-law on or before **October 21, 2016**.

Where it has been determined that the repairs or clearance as set out in this Order have not been carried out in accordance with this **ORDER** as confirmed or modified, in addition to any possible court action, The Corporation of the City of London may carry out the repairs or clearance at the owner's expense. The Corporation of the City of London shall have a lien on the land for the amount spent on the repairs or clearance and the amount shall have priority lien status as described in section 1 of the *Municipal Act, 2001*. The amount may be added to the tax roll of the property.

**You are Hereby Advised** that if you are not satisfied with the terms or conditions of this **ORDER**, **you may appeal** by sending a notice of appeal by registered mail to the Secretary of the Property Standards Committee, c/o Development & Compliance Services, City Hall, P.O. Box 5035, London, Ontario, N6A 4L9. **Appeal fee for property standards notice is \$150.00.**

**TAKE NOTICE** that the final day giving notice of appeal from this **ORDER** shall be **October 21, 2016**.

In the event that no appeal is received within the above prescribed period, the **ORDER** shall be deemed to be confirmed and shall be final and binding. You are expected to comply with the terms and conditions of this **ORDER** to avoid any possible enforcement actions being taken.

Where a permit is required to carry out a repair required to comply with this Order, it is the responsibility of the owner to obtain any such permit.

**DATED AT LONDON, ONTARIO**, this 30<sup>th</sup> day of September, 2016.

  
**W. JEFFERY**  
**PROPERTY STANDARDS OFFICER**

"SCHEDULE OF REPAIRS TO BE MADE"

<b><u>Municipal Address</u></b>	<b>271 William St</b>	<b>File No. PV 16-258417</b>
<b><u>Date of Inspection</u></b>	<b>September 20, 2016</b>	
<b><u>Owner</u></b>	<b>Roach Rebecca Ann 271 William St LONDON ON N6B 3C2</b>	

- 1) Non-conformance:

Roof and shingles on the main dwelling are in disrepair.

By-law Section: 4.4

Repair to be Made: 4.4.1 Roof/Related Roof Structure - Maintained

Every roof including related roof structures, fascias, soffits, eaves troughs, roof gutters, downpipes, guards and lightning arrestors shall be maintained.

Repair all of the roof and roof related structures to the main dwelling to comply with the CP-16 by-law.
- 2) Non-conformance:

Porch, deck and stairs on the main dwelling are in disrepair.

By-law Section: 4.5

Repair to be Made: 4.5.1 Floors, Stairs – Maintained

Every floor, stair, verandah, porch, deck, balcony and every appurtenance and surface finishing attached or laid thereto shall be maintained

4.5.2 Maintenance – Includes

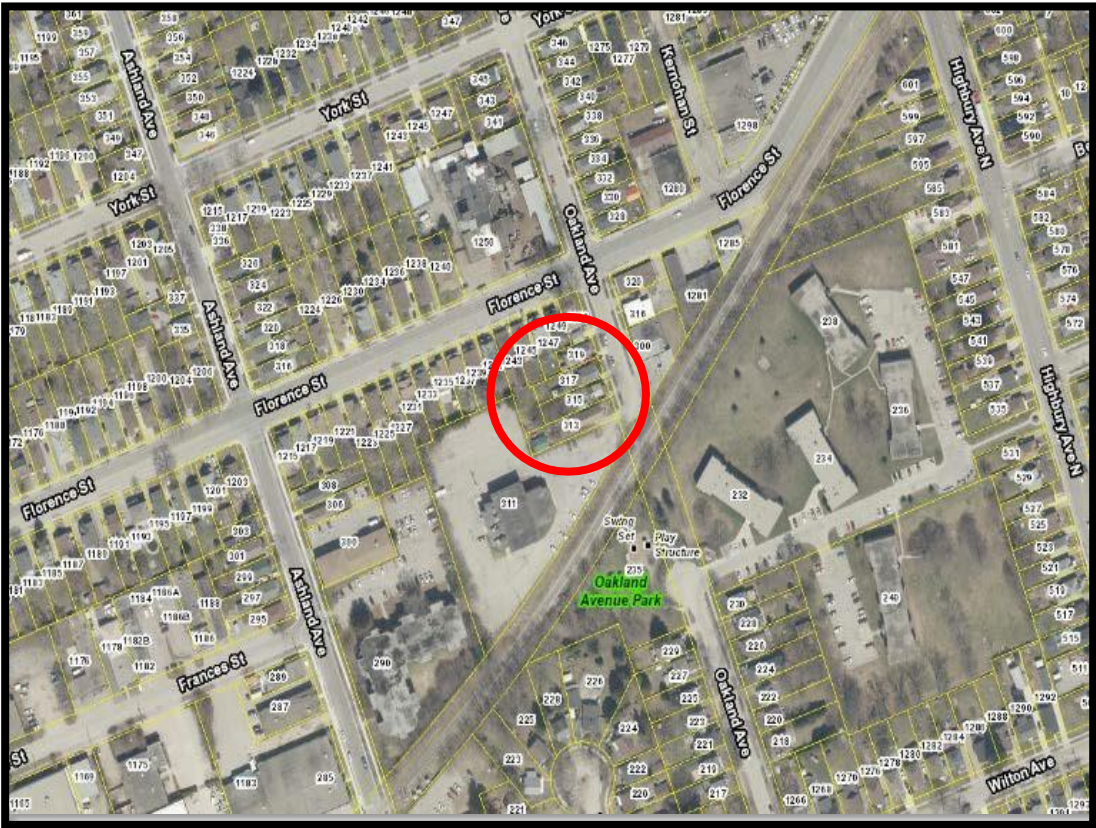
Without restricting the generality of subsection 4.5.1, the maintenance includes: (a) repairing or replacing floors, treads and risers, including finishes such as linoleum and carpet that contain depressions, protrusions or are broken, torn, warped, loose or otherwise defective; (b) renewing or strengthening structural members that are rotted, deteriorated or loose; (c) repainting or the re-applying of other equivalent preservative, if required.

Repair all stairs, porches, decks related to the main dwelling to comply with the CP-16 by-law.

September 30, 2016  
WJ:sb



Appendix 'C'



Aerial Photo – 315 Oakland Avenue



Photo of Subject Property – 315 Oakland Avenue – Exterior Condition





Aerial Photo – 271 William Street



Photo of Subject Property – 271 William Street – Exterior Condition



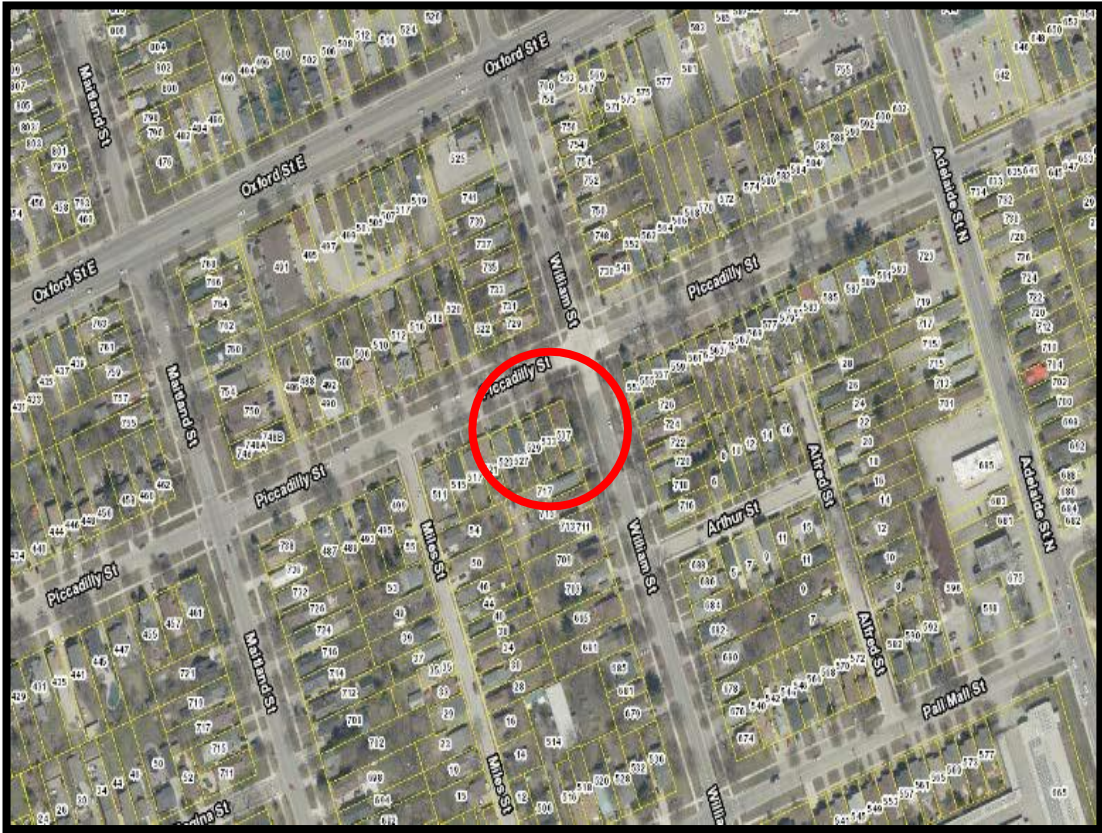


Aerial Photo – 200 Adelaide Street North



Photo of Subject Property – 200 Adelaide Street North – Exterior Condition





Aerial Photo – 533 Piccadilly Street



Photo of Subject Property – 533 Piccadilly Street – Exterior Condition





Aerial Photo – 8 Henry Street



Photo of Subject Property – 8 Henry Street – Exterior Condition

With reference to your letter of March 8, 2019, please be advised I, Tony Cuzzocrea, with a direct interest in the property at 8 Henry Street, London, Ontario N6B 2L7, wish to speak at the Community and Protective Services Committee Meeting on April 1, 2019. Please reply with all pertinent information that I will need for the meeting.

Thank you in advance for all of your assistance.

<b>TO:</b>	<b>CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES MEETING ON APRIL 1, 2019</b>
<b>FROM:</b>	<b>ANNA LISA BARBON MANAGING DIRECTOR, CORPORATE SERVICES AND CITY TREASURER, CHIEF FINANCIAL OFFICER</b>
<b>SUBJECT:</b>	<b>MUSEUM LONDON OPERATING ENDOWMENT FUND TRUST AGREEMENT</b>

<b>RECOMMENDATION</b>
-----------------------

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to the Museum London Operating Endowment Fund Trust Agreement:

The by-law attached hereto as Appendix “A”, **BE INTRODUCED** at the Municipal Council meeting to be held on April 9, 2019 to:

- (i) Approve the Museum London Operating Endowment Fund Trust Agreement between the Corporation of the City of London and Museum London Foundation and Museum London, authorizing the trusteeship; and,
- (ii) Authorize the Mayor and Clerk to sign the Agreement, attached as Schedule “A” to the by-law.

<b>PREVIOUS REPORTS PERTINENT TO THIS MATTER</b>
--

- December 5, 2017 Community & Protective Services Committee; Museum London Operating Fund Transfer Request
- May 24, 2017 Community & Protective Services Committee; Museum London Endowment Funds Transfer Request

<b>BACKGROUND</b>
-------------------

**Municipal Council, at its meeting held on December 12, 2017 resolved that:**

- a) *the transfer of the Operating Endowment fund from Museum London to the Museum London Foundation BE APPROVED, subject to the funds being held in trust by the Museum London Foundation for Museum London and The Corporation of the City of London; and,*
- b) *the Civic Administration BE DIRECTED to develop a trust agreement with Museum London and Museum London Foundation to support the above-noted transfer. (2017-F11A) (3/1/CPSC)*

In 2016, Museum London requested to transfer the John H. and Elizabeth Moore Acquisition Fund as well as the Museum London Operating Endowment fund to the Museum London Foundation. It was determined that the City of London (the City) could not direct Museum London on any actions regarding the John H. and Elizabeth Moore Acquisition Fund because, as trustee, Museum London is responsible for the administration of the endowment fund and must comply with all applicable law.

**Operating Endowment Fund**

Museum London’s Operating Endowment Fund is a fund internally restricted by Museum London’s Board of Directors. The Operating Endowment Fund is classified as a reserve fund set aside for specific purposes on the Museum’s audited financial statements. As of December 31, 2017 the Operating Endowment Fund had a balance of \$2,564,624.

The City does have an interest in Museum London’s assets as a local board and therefore, the City has an interest in the Operating Endowment Fund. Civic Administration was concerned that transferring ownership of these funds would effectively be granting away City assets and would remove them from Museum London’s and the City’s financial statements. Once asset ownership is transferred to a separate entity, neither Museum London or the City has any control over it.

Since the initial request to transfer the Operating Endowment Fund from Museum London to the Museum London Foundation (the Foundation), both the City and Museum London continued discussions, which included with the external auditors, to look at potential options to achieve the Foundation’s objectives as well as to mitigate the risks to both the City and Museum London.

It was agreed that to maintain control and ownership of the Operating Endowment Fund with Museum London, transfer of the Museum London Operating Endowment Fund to the Museum London Foundation should be held in trust. A trust agreement between the parties should be developed that outlines the terms under which the transfer has been completed.

In 2018, Administration met with outside legal counsel to discuss the development of a trust agreement. The attached (Schedule “A”) Museum London Operating Endowment Fund Trust Agreement (Trust Agreement) was reviewed by Museum London and by the City of London’s Legal Department.

The purpose of the Trust Agreement is to set clear rules for the administration and operation of the Trust Agreement by the Foundation in its capacity as Trustee of the Trust Property.

<b>CONCLUSION</b>
-------------------

This report requests Municipal Council’s approval of the Museum London Operating Endowment Fund Trust Agreement between the Corporation of the City of London and the Museum London Foundation.

PREPARED BY:	REVIEWED BY:
LAURIE GREEN, CPA, CMA FINANCIAL BUSINESS ADMINISTRATOR	JOHN MILLSON CPA, CGA SENIOR FINANCIAL BUSINESS ADMINISTRATOR
RECOMMENDED BY:	
ANNA LISA BARBON CPA, CGA MANAGING DIRECTOR, CORPORATE SERVICES AND CITY TREASURER, CHIEF FINANCIAL OFFICER	

cc. Barry Card, City Solicitor

## APPENDIX A

Bill No.

By-law No.

A By-law to approve the Declaration and Agreement of Trust between the Museum London Foundation, Museum London and The Corporation of the City of London.

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 8 of the *Municipal Act, 2001* provides that powers of a municipality shall be interpreted broadly so as to confer broad authority on a municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to issues;

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, among other things: (i) governance structure of the municipality and its local boards; ii) financial management of the municipality and its local boards; and iii) economic, social and environmental well-being of the municipality;

AND WHEREAS it is deemed expedient for The Corporation of the City of London to enter into the Declaration and Agreement of Trust with Museum London Foundation and Museum London (the "Agreement");

AND WHEREAS it is appropriate to authorize the Mayor and City Clerk to execute the Agreement on behalf of the City;

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

1. The Declaration and Agreement of Trust, between The Corporation of the City of London, Museum London Foundation and Museum London, substantially in the form attached as Schedule "A" to this By-law, is hereby authorized and approved.
2. The Mayor and City Clerk are authorized to execute the Agreement authorized and approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council , 2019

Ed Holder  
Mayor

Cathy Saunders  
City Clerk

First Reading –  
Second Reading –  
Third Reading –

**DECLARATION AND AGREEMENT OF TRUST**  
**made this \_\_\_\_ day of April, 2019**

---

**THE MUSEUM LONDON OPERATING ENDOWMENT FUND TRUST**

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**THIS DECLARATION AND AGREEMENT OF TRUST** is made as of the \_\_\_\_ day of April, 2019

**AMONG:**

**THE CORPORATION OF THE CITY OF LONDON,**  
(the “City”)

– and –

**MUSEUM LONDON FOUNDATION,**  
(the “Trustee” or the “Foundation”)

- and -

**MUSEUM LONDON,**  
(the “Settlor” or “Museum London”)

## **PREAMBLE**

- A.** Section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25 (the “*Municipal Act*”) confers natural person powers on municipalities, including the power to enter into agreements and to hire and delegate responsibilities where a municipality exercises its authority under the *Municipal Act*.
- B.** Section 8 of the *Municipal Act* provides that the powers of municipalities shall be interpreted broadly so as to confer broad authority to enable municipalities to govern their own affairs as they consider appropriate and to enhance their ability to respond to municipal issues.
- C.** Subsection 10(1) of the *Municipal Act* provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public.
- D.** Subsection 10(2) of the *Municipal Act* provides that a municipality may pass by-laws respecting, among other things: (i) governance structure of the municipality and its local boards; (ii) financial management of the municipality and its local boards; and (iii) economic, social and environmental well-being of the municipality.
- E.** The City established Museum London as a local board of the City pursuant to the Museum London By-Law.
- F.** The Museum London By-Law permits Museum London to collect and raise money by way of grants, gifts, donations, bequests, legacies and other payments and to hold, expend or deal with such funds.
- G.** Museum London maintains the Operating Endowment Fund as a reserve fund set aside on Museum London’s audited financial statements for specific purposes, which financial

statements are consolidated as part of the City's audited financial statements in accordance with the generally accepted accounting principles for the public sector established by the Public Sector Accounting Board of Canada.

- H. Pursuant to section 13.1 of the Museum London By-Law, the City may permit Museum London to use property that the City has an interest in, including trust funds, upon such terms and conditions as the City agrees to.
- I. Pursuant to section 17.1 of the Museum London By-Law, on dissolution of Museum London and after the payment of all debts and liabilities, the assets of Museum London, including the Operating Endowment Fund, shall be distributed to the City or to such other organizations having objects similar to those of Museum London as may be designated by Council.
- J. The Foundation exists to provide Museum London with financial support as more particularly described in the Foundation's constating documents.
- K. Museum London and Council consider it necessary and desirable for the Operating Endowment Fund to be managed, administered and invested wisely for the benefit of the City and Museum London.
- L. Museum London and Council are of the opinion that it would be in the best interest of both the City and Museum London for a trust to be established to improve the administration, operation and governance of the Operating Endowment Fund pursuant to the terms of this Agreement.
- M. The purpose of this Agreement is to set clear rules for the administration and operation of the Trust by the Foundation in its capacity as Trustee of the Trust Property.

## **NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

### **1. DEFINED TERMS**

**Definitions.** In addition to the terms otherwise defined in this Agreement, the following terms shall have the meanings set out below:

**1.1** "Agreement" means this declaration and agreement of trust, together with the preamble and all schedules attached hereto, as may be amended, supplemented or otherwise modified from time to time.

**1.2** "Beneficiaries" means the collective reference to the City and Museum London and the term "Beneficiary" means any one of the foregoing as the context may require.

**1.3** "Capital" means the Operating Endowment Fund and all monies and receivables now or hereafter on deposit in the Trust Account, which for greater certainty includes any and all investment instruments in which the monies in the Trust Account may from time to time be invested hereunder as well as any additions to capital or accruals thereto but excluding all

amounts which have been paid or disbursed therefrom in the normal course of the administration of or pursuant to the provisions of this Agreement.

**1.4** “**City**” means The Corporation of the City of London, a municipal corporation established pursuant to the *Municipal Act*.

**1.5** “**Council**” means the municipal council of the City.

**1.6** “**Financial Advisor**” means a person not engaged in the sale of investment products and services to the Trust or the Trustee and which will provide independent advice to the Trustee on the development of the Investment Policy and selection of Investment Managers and evaluation of portfolio performance and which has an arm’s length relationship with the Trustee and the Investment Manager(s) and whose staff have been awarded the chartered financial analyst designation by the Chartered Financial Analyst Institute, or its successor.

**1.7** “**Financial Advisor Service Agreement**” means an agreement between the Trustee and the Financial Advisor detailing the duties and responsibilities of the Financial Advisor in relation to this Agreement.

**1.8** “**Financial Institution**” means: (a) any bank, authorized foreign bank or federal credit union as defined in section 2 of the *Bank Act*, S.C. 1991, c. 46; (b) a credit union as defined in section 1 of the *Credit Unions and Caisses Populaires Act, 1994*, S.O. c.11.; or (c) a trust corporation registered under the *Loan and Trust Corporations Act*, R.S.O. 1990, c. L.25.

**1.9** “**Foundation**” means Museum London Foundation, a not-for-profit corporation established without share capital pursuant to the *Corporations Act*, R.S.O. 1990, c. C.38 and continued pursuant to the *Canada Not-for-profit Corporations Act*, S.C. 2009, c. 23 and also a charitable public foundation registered with Canada Revenue Agency under charitable registration number 866377104 RR0001.

**1.10** “**Investment Manager**” means a person which has obtained registration with the Ontario Securities Commission as an advisor in the category of portfolio manager in accordance with National Instrument 31-103 7.2(1)(a) as amended from time to time, and whose revenue is derived from the discretionary management of investment portfolios, and which has an arm’s length relationship with the Trustee and the Financial Advisor.

**1.11** “**Investment Management Agreement**” means an agreement between the Trustee and an Investment Manager by which the investment management responsibility for funds invested in the public markets is to be undertaken solely by the Investment Manager pursuant to the terms of this Agreement and the Investment Management Agreement.

**1.12** “**Investment Policy**” means the policy approved by the Trustee from time to time following the receipt of advice from the Investment Manager and Financial Advisor, which sets out the policy, objectives, and framework for investment of funds in the Trust in authorized investments by the Investment Manager.

**1.13** “**Income Tax Act**” means the *Income Tax Act*, R.S.C., 1985, c. 1 (5<sup>th</sup> Supp.) and the regulations thereunder.

**1.14** “**Letter of Understanding**” means the letter of understanding, dated November 30, 2016, entered into between the Foundation and Museum London, as may be amended, revised or otherwise modified from time to time.

**1.15** “**Museum London**” means the not-for-profit corporation continued as a local board of the City pursuant to the Museum London By-Law.

**1.16** “**Museum London By-Law**” means City by-law number A.-6869-273 passed on September 18, 2012, as may be amended, replaced, restated or otherwise modified from time to time.

**1.17** “**Operating Endowment Fund**” means the collective reference to the general operating funds of Museum London, including unrestricted donation revenue not subject to externally imposed donor restrictions, government grants, capital revenue and other ancillary revenue sources, held and maintained by Museum London in long term and short term investments for the purpose of earning additional returns over time, to fund innovative projects that benefit Museum London’s constituency, while ensuring that Museum London’s operational cash needs are met.

**1.18** “**person**” or any cognate term, shall, subject to any express indication to the contrary, include an individual natural person, corporation, firm, partnership, trust, trustee, joint venture, limited liability company, association, or unincorporated organization.

**1.19** “**Settled Amount**” has the meaning given to it at Section 4.1 of this Agreement.

**1.20** “**Settlor**” means Museum London, and any other person who assigns transfers or delivers by deed, will or testamentary or *inter vivos* trust or in any other manner, any real, personal or mixed property to the Trustee to become part of the Trust Property.

**1.21** “**Trust**” means the trust established by this Agreement.

**1.22** “**Trust Account**” means an interest bearing account opened in a Financial Institution by the Trustee pursuant to Section 10.1 of this Agreement.

**1.23** “**Trust Property**” means the collective reference to Capital, all monies, securities, properties and assets under the control of the Trustee from time to time pursuant to this Agreement and any further or additional property, whether personal or real, which the Settlor may donate to or cause to be vested in the Trustee and together with the full benefit of all assets and property at any time held by the Trustee upon the trusts declared in this Agreement, whether by way of further settlement, accumulation of income, capital accretion, or otherwise, and all property from time to time representing the foregoing respectively.

**1.24** “**Trustee**” means the collective reference to the Foundation and any additional or successor trustee appointed in accordance with the terms of this Agreement holding office from time to time as a trustee under this Agreement, and the term “Trustee” in the singular form means any one of the foregoing as the context may require, and any reference in this Agreement to “Trustees” in the plural form shall include the singular form where the context so requires.

**1.25 Index and Headings.** The division of this Agreement into articles, sections, paragraphs and subparagraphs and the insertion of headings are for convenience of reference only and are not intended to assist in the construction or interpretation of any of the provisions of this Agreement.

**1.26 Statutory References.** Any reference in this Agreement to a statute, regulation or rule shall be construed to be a reference thereto as the same may from time to time be amended, re-enacted or replaced, and any reference to a statute shall include any regulations or rules made thereunder.

## **2. STATEMENT OF INTENTION**

**2.1 Settlor's Intention.** The Settlor hereby expresses its intention to establish a revocable trust for the benefit of the Beneficiaries upon the terms and conditions as hereinafter set forth.

**2.2 Trustee's Agreement.** The Trustee agrees to stand seized and possessed of the Trust Property upon the terms and conditions hereinafter set forth.

## **3. PURPOSES OF THE TRUST**

**3.1 Trust Purposes.** The general purposes of the Trust are to promote the financial welfare of Museum London and to foster a continuing improvement in the services offered by Museum London and the development and implementation of programs to assist with the needs of Museum London for the benefit of the public generally. In this regard, the Trustee shall work cooperatively with representatives of each Beneficiary to develop and implement strategic plans and policies for the management and use of the Trust Property, consistent with the purposes set out in this Agreement and in the Letter of Understanding. In developing and implementing the strategic plans, the Trustee may seek expert advice on investments, taxation, strategic planning, finance and such other advice as the Trustee deems appropriate in the circumstances.

## **4. ESTABLISHMENT OF TRUST**

**4.1 Statement of Intention.** The Settlor hereby expresses the intention to establish an revocable trust for the benefit of the Beneficiaries upon the terms and conditions set forth in this Agreement, by hereby transferring to the Trustee the current balance of the Operating Endowment Fund (the “**Settled Amount**”), which together with any other additional or further sums or property which may be received by the Trustee from time to time and any accretions or additions thereto, shall constitute the Trust Property.

**4.2 Name of Trust.** The trust hereby established by this Agreement shall be known as “*The Museum London Operating Endowment Fund Trust*”.

**4.3 Acknowledgement of Receipt.** The Trustee acknowledges receipt of the Settled Amount from the Settlor.

**4.4 Additional Contributions.** Subject to the Trustee's acknowledgment of receipt and the provisions hereinafter provided, any person may from time to time during the currency of

this instrument convey, transfer or assign by deed, will or testamentary or in any other manner, any real, personal or mixed property to the Trustee to become part of the Trust Property and such additional property so conveyed, transferred or assigned shall become and be subject to the terms and conditions herein set forth to the same extent and effect as if originally included in the Trust Property. With respect to the acceptance of any additional contributions of property, the Trustee is hereby advised to obtain independent legal and tax advice concerning any legal, tax or property implications to any of the Beneficiaries or the Trust Property arising from the acceptance of any such additional contributions.

**4.5 Trust Accretions.** The Trust Property shall include all property of any kind whatsoever acquired by the Trustee, whether such property originated as a settlement, gift or accretion to the Trust Property or property substituted therefor.

## **5. REVOCABLE TRUST; POWERS RESERVED BY SETTLOR**

**5.1 Right to Change Trust.** The Settler hereby reserves the right to change, amend or alter any of the terms or provisions of this Agreement at any time. All changes, amendments or alterations by the Settlor must be in writing and will not become effective until signed by the Trustee and the Beneficiaries.

**5.2 Right to Terminate.** The Settler hereby reserves the right to terminate this Agreement, in whole or in part, at any time. Any complete or partial termination shall become effective upon delivery of written notice of termination to the Trustee.

**5.3 Right to Withdraw Trust Property.** The Settler hereby reserves the right to withdraw all or any part of the Trust Property. The exercise of this right of withdrawal, in whole or in part, shall become effective upon delivery of written notice to the Trustee.

## **6. TRUSTEE**

**6.1 Appointment of Trustee.** The Settler hereby appoints the Foundation as the original Trustee of the Trust effective as of the date hereof, to have all of the rights, powers and duties set forth herein. The Trustee accepts its appointment by executing this Agreement. The Trustee will be subject to direction by its duly appointed board of directors and will have the degree of discretion to manage and control Trust Property as specified in this Agreement. Neither the Settlor nor any Beneficiary will be liable for any act or omission of the Trustee, as to duties delegated to the Trustee.

**6.2 Additional or Successor Trustees.** Additional and successor Trustees may be appointed from time to time by an appointment in writing executed by Museum London and the City. Any person meeting the qualifications set forth in Section 6.3 may be appointed as an additional or successor Trustee. A person who is appointed a Trustee hereunder shall not become a Trustee until such person has, either before or after such appointment, executed and delivered to Museum London, the City and the other Trustees, if any, a written consent to serve as a Trustee hereunder, at which time such person shall become a Trustee hereunder and shall be deemed to be a party to this Agreement.

**6.3 Qualifications of Trustee.** No person shall at any time be eligible to be appointed as a Trustee pursuant to Section 6, or to act as a Trustee at any time, other than:

- (a) an individual at least 18 years of age who is resident in Canada for purposes of the *Income Tax Act*; who is not the Settlor or anyone who has contributed property to the Trust Property; who has not been declared incompetent; and who does not have the status of bankrupt; or
- (b) a corporation incorporated under the laws of Canada or of a province that is a resident of Canada for purposes of the *Income Tax Act* and does not have the status of bankrupt.

For greater certainty, a Trustee shall immediately cease to be a Trustee at any time that such person fails to meet the qualifications set out in Section 6.3(a) or (b), as applicable.

**6.4 Ceasing to Hold Office.** A Trustee ceases to hold office when the Trustee:

- (a) dies (in the case of a Trustee who is a natural person);
- (b) resigns;
- (c) is removed in accordance with Section 13.4; or
- (d) fails to meet the qualifications set out in Section 6.3(a) or (b), as applicable.

The resignation of a Trustee becomes effective at the time specified in a written resignation delivered to Museum London and the City, provided that if, upon the resignation becoming effective, no successor Trustee has been appointed, the resignation is not effective until the resigning Trustee's successor is duly appointed as a Trustee. Upon a Trustee ceasing to hold office, such Trustee shall cease to be a party, as a Trustee, to this Agreement; provided, however, that such Trustee shall continue to be entitled to be paid any amounts owing by the Trust to the Trustee and to the benefits of the indemnity provided in Section 6.9.

**6.5 Removal of Trustee.** The Ontario Superior Court of Justice may remove any Trustee from office by resolution unanimously approved by the votes cast at a meeting of Museum London and the City called for that purpose.

**6.6 Vesting in New Trustee.** The right, title and interest of the Trustee in and to the Trust Property and all the trusts, powers and authorities herein contained shall vest automatically in all persons who may become Trustees upon their due election or appointment and qualification without any further act and they shall thereupon have all the rights, privileges, powers, obligations and immunities of a Trustee hereunder.

**6.7 Validity of Acts.** All acts of a Trustee are valid notwithstanding any irregularity in the appointment of the Trustee or any defect in the qualifications of the Trustee.



**6.8 Decisions of Trustee.** At such time that the Foundation is the sole Trustee, all decisions of the Trustee or the exercise of any discretion or power hereby or by law conferred on the Trustee, shall be approved by and signed by a quorum of the Foundation's board of directors present at a duly convened meeting of the Foundation's board of directors. At any time that there are two or more Trustees, all decisions of the Trustees shall be made by unanimous vote. The Trustee may, from time to time, consult with Museum London and the City for the purpose of seeking guidance or recommendations with respect to projects or programs to be funded by the Trust or management of the Trust, but the Trustee is not otherwise obliged or required to promote or develop projects or programs to fulfil the purposes of the Trust.

**6.9 Liability of Trustee.** The Trustee shall not be liable for any loss or damage which may happen to the Trust Property or any part thereof (including without limitation any company or other entity whose shares or ownership interests are comprised in the Trust Property) or the income thereof at any time from any cause whatsoever unless such loss or damage shall be caused by the Trustee's own actual fraud or gross negligence. The Trustee shall not be liable, answerable or accountable for any loss or damage resulting from the exercise of any discretion or a refusal to exercise any discretion. The Trustee shall be liable, answerable and accountable for its own dishonesty or gross negligence. The Trustee is not liable, answerable or accountable for the acts, receipts, neglects or defaults of any other Trustee or any other person having custody of any part of the Trust Property and is not liable, answerable or accountable for any loss of money or security for money unless the same happens through the Trustee's own dishonesty or gross negligence. Honesty and good faith shall be presumed in favour of each Trustee unless such presumption is rebutted. The Trustee shall be entitled in the purported exercise of its duties and discretions hereunder (including without limitation the management or administration of any company or other entity whose shares or ownership interests are comprised in the Trust Property) to be indemnified out of the Trust Property and the income thereof against all expenses and liabilities notwithstanding that such exercise constituted a breach of such Trustee's duties unless brought about by its own actual fraud or gross negligence. The indemnity thereby granted shall be in addition to any and all rights to indemnity by law implied.

**6.10 Corporate Trustees.** Any Trustee hereof from time to time that is a corporation may exercise or concur in exercising any discretion or power hereby or by law conferred on the Trustees by a resolution of such corporation or its board of directors or governing body or it may delegate the right and power to exercise or concur in exercising any such discretion or power to any one or more of its directors, officers or employees or to such other person or persons as such Trustee shall think proper.

**6.11 Trustee's Bond.** No Trustee shall be required to give any bond or security for the due and faithful administration of the Trust Property or for the discharge of the trusts hereof.

**6.12 Conflict of Interest.** Notwithstanding trusteeship or anything herein contained, the Trustee is expressly authorized to participate or to continue to participate personally with the Trust Property in any business or investment activities, whether such activities exist at the date of execution of this Agreement or arise subsequent thereto, and such Trustee shall not be required to account in any way for any profits made by the Trustee as a result thereof. Without limiting the generality of the foregoing, the Trustee is expressly authorized and empowered to participate or to continue to participate personally in any corporation, partnership or joint venture in which

the Trust Property and such Trustees may have an interest either at the date of execution of this Agreement or subsequent thereto. The participation referred to in this Section shall not in any way restrict or prohibit any Trustee from participating on behalf of the Trust Property in any decisions relating to any such business or investment activities in which the Trustee may have a personal interest. Nothing contained herein, however, shall absolve the Trustee from any obligations to the Trust Property which such Trustee may have in such Trustee's personal capacity or as partner, co-venturer, shareholder or director.

## **7. DISTRIBUTIONS OUT OF THE TRUST PROPERTY**

**7.1 Distributions of Income.** The Trustee may pay and apply the whole or any part of the annual net income derived from the Trust Property to or for the benefit of the Beneficiaries, in such manner and under such terms, trusts and conditions as the Trustee in the exercise of an absolute discretion may determine. Any annual net income which is not paid or applied in any calendar year shall be accumulated and added to the Capital of the Trust Property at the end of each such calendar year and dealt with as part thereof. If, after the termination of the Trust, the Trustee continues to hold the Trust Property, the Trustee shall pay and apply all of the annual net income to or for the benefit of the Beneficiaries.

**7.2 Distributions of Capital.** The Trustee may, in the exercise of an absolute discretion, pay or transfer all or any part of the Capital of the Trust Property to the Beneficiaries in such manner and upon such terms and conditions as the Trustee in the exercise of an absolute discretion may decide.

**7.3 Procedures for Withdrawal and Use of Trust Property.** Each fiscal year, the Trustee shall allocate annual net income derived from the Trust Property to be spent by the Trustee in accordance with the procedures set out in this Section, as follows:

- (a) The Trustee shall prepare a budget identifying amounts required for authorized expenses of Museum London and any Museum London projects and programs that have been previously approved.
- (b) The Beneficiaries may make a proposal for the use of Trust Property. The proponent may present the proposal in writing, orally at a meeting of the Trustee, or both. However, if the Trustee develops any policies and procedures for filing, receiving and considering applications from the Beneficiaries for funding expenses, projects and programs, the Beneficiaries shall adhere to that process for submitting proposals. The Trustee may request additional information in such form and content as the Trustee reasonably considers necessary for a full understanding of the proposal. All costs of the application process are those of the project proponent.
- (c) Allocation of Trust Property for expenses, projects and programs to fulfil the purposes of the Trust set out in Section 3.1 will be done by the Trustee on a case by case basis. When considering which projects and programs to approve for the purposes of the Trust set out in Section 3.1, the Trustee will seek to increase the benefit provided by the use of Trust Property, wherever possible, by seeking to

fund projects and programs for which there will be funding or support from other sources, or for which the Trust's contributions will create or enhance the basis for funding or support from other sources. Applications from the Beneficiaries for funding from the Trust will be expected to demonstrate that the Beneficiaries have diligently explored and pursued other sources of funding and support, and where appropriate, to secure such other funding and support for the proposed project. Despite the generality of any part of this Agreement, the Trustee shall have absolute discretion to decide which projects and programs will be funded and the amount of funding to provide to those projects and programs to fulfill the purposes of the Trust, based on merit, need or any other reasonable criteria set by the Trustee. In providing funding, the Trustee shall consider the advancement and protection of Museum London.

- (d) All withdrawals of Trust Property from the Trust Account shall be by a decision duly documented in the minutes of a Trustee's meeting and evidenced by an executed Trustee resolution.
- (e) The Trustee may approve multi-year projects or programs and once such approval has been given, the commitment shall be binding on successor Trustees unless the Trustee and the proponent agree in writing to a modification or cancelation of the previously approved project or program.
- (f) The Trustee shall not pay or transfer any funds from the Trust Property for a project or program or authorized expense until:
  - (i) the proponent has, in respect of any amount previously advanced by the Trustee, fulfilled its obligations under this Trust, any agreement entered into with the Trustee and any other conditions imposed by the Trustee in respect of those amounts;
  - (ii) the Trustee and the proponent have entered into such written agreements or acknowledgements as may be reasonably required to ensure that the Trust Property is used only for the approved purpose and is advanced in a commercially responsible manner; and
  - (iii) the Trustee is reasonably satisfied that the primary purpose of the funding is in accordance with the purposes of this Trust.

## **8. AUTHORIZED INVESTMENTS AND INVESTMENT MANAGERS**

**8.1 Investment Powers.** Subject to the provisions of Section 11.1(d), the Trust Property shall be invested in any investment or investments which the Trustee, in the exercise of an absolute discretion, deems advantageous to the Trust Property and in like manner from time to time to alter or vary such investments.

**8.2 Appointment of Financial Advisor.** In addition to and not by way of restricting the general investment powers of the Trustee, within 90 days of the date of this Agreement, the Trustee shall retain and engage a Financial Advisor and enter into a Financial Advisor Service

Agreement on terms that are consistent with the terms of this Agreement. The Financial Advisor shall review the terms of this Agreement and shall agree in writing to be bound by the terms of this Agreement as amended from time to time. With the assistance of the Financial Advisor, the Trustee shall develop and amend from time to time an Investment Policy setting out the policy, objectives and framework for the investment of Trust Property. The Trustee shall direct the Financial Advisor to deliver, at least once every calendar year, or more often if the Trustee deems it necessary, a written report to the Trustee rating and reporting on the quality of the Investment Manager's performance.

**8.3 Appointment of Investment Manager.** In addition to and not by way of restricting the general investment powers of the Trustee, within 90 days of the date of this Agreement, the Trustee shall, in consultation with the Financial Advisor, retain and engage one or more Investment Managers and enter into Investment Management Agreements that are consistent with the terms of this Agreement and the Investment Policy. The Investment Manager shall review the terms of this Agreement and shall agree in writing to be bound by the terms of this Agreement as amended from time to time. The Investment Manager(s) shall provide a quarterly report to the Trustee documenting the investments held and the rate of return. The Trustee, in consultation with the Financial Advisor, shall satisfy itself that the investment of Trust Property by the Investment Manager(s) complies with the terms of this Agreement and the Investment Policy. The Trustee may rely and act upon the advice of such investment counsel or investment advisor(s) and further they may delegate directly to such investment counsel or investment advisor(s) the direct management of the whole or any part of the Trust Property as the Trustee deems advisable and on such other terms as the Trustee considers advisable including for greater certainty delegated power to choose, acquire or dispose of investments from time to time and including the power to sub-delegate the power to choose, acquire and dispose of investments and the Trustee shall not be liable for any losses incurred as a consequence of the exercise or failure to exercise any such delegated powers by any such investment counsel or investment advisor(s). The Trustee may pay the proper fees and disbursements of such investment counsel or investment advisor(s) out of the Trust Property, which fees and disbursements shall be charged to either income or capital or part to income and part to capital as the Trustee in the exercise of an absolute discretion shall determine.

## **9. JOINT VENTURES AND PARTNERSHIPS**

**9.1 Joint Ventures and Partnerships.** The Trustee may join in any syndicate, partnership or joint venture, contributing all or part of the assets of the Trust Property as the contribution of the Trust Property thereto and they may enter into agreements with co-investors which limit their rights to buy or sell assets of the Trust Property.

## **10. GENERAL ADMINISTRATIVE POWERS**

**10.1 Operate Accounts.** The Trustee shall for the purposes of the Trust Property open and operate and maintain the Trust Account and other such accounts that the Trustee in its discretion may deem necessary from time to time, in a Financial Institution, for the management and investment of the Trust Property and to make such arrangements governing banking procedures as are consistent with this Agreement, including the delegation of authority to sign

cheques and withdraw monies from the Trust Account to no fewer than two (2) duly-authorized signatories.

**10.2 Signing Authority.** The Trustee shall appoint and delegate no fewer than two (2) duly-authorized persons to sign any or all banking documents, stock transfers, receipts, promissory notes, other negotiable instruments and any other documents of any kind required to be signed on behalf of the Trust at any time.

**10.3 Power to Sue and Settle.** The Trustee may from time to time institute, prosecute and defend any suit, action, arbitration or other proceeding affecting a Trustee or the Trust Property and may pay the fees, costs and expenses thereof out of the Trust Property. The Trustee may compromise or compound any debt owing to the Trust Property. The Trustee may compromise or settle any claim of or against the Trustee or the Trust Property upon such evidence or opinion as the Trustee shall deem sufficient.

**10.4 Power to Pay Expenses.** For the purposes of clarification, and not in any way to limit the powers of the Trustee hereunder, the Trustee is authorised to settle and to pay and satisfy out of the assets or property of the Trust Property (charging the same against income or Capital or part against income and part against Capital as the Trustee in the exercise of an absolute discretion shall determine) any of the following obligations:

- (a) the amount of any income, gift or other tax or any duty payable to any government to which the Trust Property is obligated arising from or in connection with the establishment, execution, operation, management, distribution or termination of the Trust Property or otherwise related to the Trust Property;
- (b) the amount of any expenses payable to the Trustee hereunder in respect of attendance at the Trustee's meetings;
- (c) the amount of any legal or other expenses necessarily or reasonably incurred in connection with the establishment, execution, management, operation, distribution or termination of the Trust Property;
- (d) the amount of any reasonable expenses for making and changing investments, or for purchasing, exchanging or leasing any property, including brokers' commissions and charges, auditors' fees and legal fees.

**10.5 Separate Funds or Common Funds.** The Trustee may in the exercise of an absolute discretion maintain the Trust Property in one common fund or may set aside one or more separate funds for any Beneficiary and the Trustee shall have the power to invest such separate funds for such Beneficiary only and shall have the power to re-allocate assets from one trust to another or discontinue one or more or all trusts so established and to re-establish such separate trusts or common funds as they from time to time deem it advisable so to do.

**10.6 Carry on Business.** The Trustee may carry on any business whatsoever and either independently or in partnership with any individual, trust or corporation which can in the

opinion of the Trustee be carried on advantageously by the Trust Property and the Trustee shall have power to do all things necessary or advisable for the carrying on of any such business.

**10.7 Registration of Securities.** It shall not be necessary for any securities or assets of the Trust Property to be registered in the name of the Trustee and the same may, in the discretion of the Trustee, be registered in the name of any agent or nominee of the Trustee.

**10.8 Safekeeping and Insurance of Securities and other Assets.** The Trustee may arrange for such safekeeping and storage of securities, other assets of the Trust Property and of records belonging to or relating to the Trust Property as the Trustee in the exercise of an absolute discretion considers appropriate and the Trustee may place such insurance upon securities and other assets at the expense of the Trust Property or refrain from placing insurance on some or all of the securities and other assets as the Trustee considers it appropriate so to do.

**10.9 Professional Advisors to the Trustees.** In addition to a Financial Advisor and Investment Manager, the Trustee may employ and act upon the advice of such professional or other experts and consultants including without limitation lawyers, valuers, accountants, surveyors, auctioneers, actuaries, corporate agents and nominees, as the Trustees consider advisable in the discharge of their duties and may delegate in writing to such agents all or any of their powers conferred on them herein. The Trustee may pay the proper fees and disbursements for such professional or other experts and consultants out of the Trust Property, charged either to income or capital or part to income and part to capital as the Trustee considers appropriate. The Trustee may act upon the opinion or advice of or upon information obtained from any such professional or other experts and consultants and the Trustee shall not be responsible, answerable or accountable for any loss, depreciation or damage occasioned to the Trust Property by their acting or not acting in accordance therewith.

**10.10 Depreciation or Depletion Reserves.** The Trustee may provide for depreciation or depletion reserves to be charged against the net income arising from depreciable or depleting assets held in the Trust Property. The rate of depreciation or depletion to be taken annually shall be such rate as the Trustee may determine. Any sums reserved for depreciation or depletion shall be set aside in each year and shall be deemed to form part of the Capital of the Trust Property. Notwithstanding any other provisions of this Agreement, the income arising from the Trust Property shall be the net income after providing for the aforesaid reserves for depreciation or depletion.

**10.11 Elections, etc.** The Trustee shall have full, absolute and unfettered discretion from time to time and at any time or times, either alone or in conjunction with the Beneficiaries, to make or refrain from making any election or elections, designations, determinations, distributions or allocations or both for the purposes of the *Income Tax Act* or any similar legislation of any province or other jurisdiction in force from time to time as in their absolute discretion deem to be in the best interests of the Trust Property or the Beneficiaries or both, either alone or in conjunction with the Beneficiaries. Where any specific funds or shares are created under this Trust Property, the Trustees shall have the absolute power to determine which specific assets shall form such fund or share, as the case may be, unless otherwise expressly provided in the Trust Property. The Trustee is specifically exonerated from any responsibility with respect to making or not making any such election or elections, designations,

determinations, distributions or allocations or both, if they act *bona fide* in the exercise of such powers. The exercise of a discretion by the Trustee shall be conclusive and binding on the Beneficiaries and notwithstanding any of the foregoing provisions, the making and filing of an election or elections, designations, determinations, distributions or allocations or both, for income tax purposes shall not in and of itself create a vested interest in the Beneficiaries to any portion of the Trust Property.

## **11. DUTIES TO BENEFICIARIES**

**11.1 Trustee's Duties to Beneficiaries.** Without in any way limiting or derogating from the Trustee's powers, authorities, duties, discretions and immunities available to the Trustee, whether under applicable law or otherwise, the Trustee shall:

- (a) participate in meetings with representatives of Museum London, or the City, or both, to review and explain the Trustee's annual report and the audited financial statements and for any other purpose that Museum London, or the City, or both, may reasonably request;
- (b) upon request from any Beneficiary, deliver copies of all ledgers, registers and documents or recordings of transactions affecting the Trust Property;
- (c) at the expense of the Trust, obtain bonding or security for the due and faithful administration of the Trust, including errors and omission insurance; and
- (d) comply with all applicable investment requirements pursuant to the the *Municipal Act*.

## **12. AMENDMENT OF DEED OF SETTLEMENT**

**12.1 Amendment.** Save and except for the right to amend reserved to the Settlor under Section 5.1, this Agreement shall not otherwise be amended, supplemented or otherwise modified except by an instrument in writing signed by the Beneficiaries, the Trustee and the Settlor.

## **13. SITUS AND GOVERNING LAW**

**13.1 Situs of the Trust Property.** The Trust Property shall have its *situs* in and be subject to the laws of the Province of Ontario.

**13.2 Governing Laws.** This Agreement and any question of law relating to the construction of this Agreement and the administration of the Trust Property shall be construed in accordance with the laws of the Province of Ontario.

## **14. DURATION AND TERMINATION OF THE TRUST**

**14.1** The Settlor does not intend that there be any violation of the "rule against perpetuities" or any similar law which limits how long a trust may last. Accordingly, if any right or option to acquire any interest in the Trust Property exists under this Agreement, such right or



option must be exercised, if at all, so as to vest such interest within time periods permitted by applicable laws. If, however, such violation should inadvertently occur, or upon any earlier termination of the Trust, the Trustee shall prepare a plan detailing how the Trust Property will be resettled or transferred for the use and benefit of the Beneficiaries in such a way as to approximate most closely the intent of the Settlor and the purposes of the Trust.

## **15. POWERS – GENERAL**

**15.1 Powers.** The powers granted herein are in addition to all other powers vested in trustees by law or otherwise and without restricting the general powers, discretions and authorities in this Agreement given to the Trustee, the Trustee shall have the power, discretion and authority to deal with the assets of the Trust Property without the interference of any person entitled hereunder.

## **16. ACCEPTANCE OF TRUST**

**16.1 Acceptance.** By executing this Agreement, the Trustee hereby accepts the trusts herein contained upon the terms and conditions herein provided.

## **17. SIGNING BY COUNTERPARTS**

**17.1 Counterparts.** This Agreement may be executed in any number of counterparts, including by way of facsimile or e-mail transmission of Adobe Acrobat or other digital image files, each of which shall constitute an original and all of which, taken together, shall constitute one and the same instrument. Any party executing this Agreement by facsimile or e-mail transmission shall, immediately following the request by any other party, provide an originally executed counterpart of this Agreement provided, however, that any failure to so provide shall not constitute a breach of this Agreement except to the extent that such electronic execution is not otherwise permitted under the *Electronic Commerce Act, 2000* (Ontario).

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.  
NEXT PAGE IS THE SIGNATURE PAGE.**

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as at the date first above written.

**THE CORPORATION OF THE CITY OF  
LONDON**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:  
We have authority to bind the municipality.

**MUSEUM LONDON FOUNDATION**

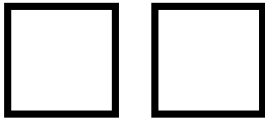
By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:  
We have authority to bind the corporation.

**MUSEUM LONDON**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:  
We have authority to bind the corporation.



TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON APRIL 1, 2019
FROM:	SCOTT STAFFORD MANAGING DIRECTOR OF PARKS AND RECREATION
SUBJECT:	LONDON HERITAGE COUNCIL AGREEMENT 2019 – 2023

RECOMMENDATIONS

That, on the recommendation of the Managing Director, Parks and Recreation, the by-law attached as Appendix A, **BE INTRODUCED** at the Municipal Council meeting of April 9, 2019:

- (a) to approve an Agreement with the London Heritage Council (LHC) to provide services from 2019 to 2023, including the administration of City funding for the Community Heritage Investment Program (CHIP) and other specified Heritage services as set out in this Agreement for the continued implementation of London’s Cultural Prosperity Plan; and
- (b) to authorize the Mayor and Clerk to sign the Agreement.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

- LHC Agreement, April 9, 2008
- LHC Agreement, March 9, 2011
- Prosperity Plan Initiatives Funded by the Culture Office, June 24, 2013
- Prosperity Plan Initiatives Funded by the Culture Office, April, 14, 2014
- LHC Agreement, June 16, 2015

BACKGROUND

The City of London Culture Office has been purchasing heritage services from the London Heritage Council (LHC) through an Agreement since the LHC was created as a not-for-profit organization in 2007. The purpose of this report is to re-establish a formal Agreement, as the previous Agreement with the LHC will expire on April 30, 2019. It is proposed that the term of this new Agreement commence on May 1, 2019 and end on December 31, 2023.

The LHC provides services to the City’s Culture Office through this Purchase of Service Agreement and benefits the City as the LHC is able to leverage additional funding and sponsorship for cultural programming from other sources. The Culture Office is responsible for overseeing the implementation of London’s Cultural Prosperity Plan, and this Plan is also the strategic framework for the LHC.

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.



## FINANCIAL IMPACT

There is no new funding being requested by the Culture Office for services included in this Agreement, and therefore, there is no impact on the 2019 approved budget.

The LHC (LHC) continues to receive \$170,500 in operating funding from the City of London Cultural Office's 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 Museum School London Program;
- (c) \$4,000 for the LHC to provide a representative to serve as a non-voting resource member of the London Advisory Committee for Heritage (LACH); and
- (d) \$106,500 towards all other services to be provided by LHC under this Agreement, which includes: ongoing consultation and/or heritage services of the LHC provided to the City's Culture Office related to heritage policy and guidelines, evaluation, heritage education, cultural heritage internships, and administrative funding for operating the Community Heritage Investment Program (CHIP), which distributes \$76,300 in City funding to the heritage community; implementing, promoting heritage activities and programs through the heritage website [www.londonheritage.ca](http://www.londonheritage.ca); heritage engagement and city wide heritage anniversary celebrations; and the City of London Public Art and Monuments Policy related to "memorials, monuments or artifacts such as the Cenotaph and Cannons".

## LHC AGREEMENT MODIFICATIONS

The following modifications from the previous Agreement have been made to this proposed LHC Agreement 2019- 2023:

### PART 3 – TERM

*3.1 This Agreement shall commence on May 1, 2019 and end on December 31, 2023;*

### PART 4 - OBLIGATIONS OF LHC

*4. (d) operate the Trails Open London program;*

This clause 4. (d) was deleted, as the Trails Open London Program is being discontinued. The \$25,000 from the City to fund Trails Open London is proposed to be re-directed to provide additional funding for the operation of the Museum School London Program. This additional funding will be put toward the administrative costs of this Museum School London Program for the purpose of investing in expanding the Program, strengthening training and workforce development to museums, and meeting demand from schools that apply to be part of this program.

*4. (f) & (g) tombstone restoration and historical interpretation services, including the operation of tours for the Brick Street Cemetery;*

The clauses 4. (f) & (g) related to the Brick Street Cemetery are being deleted, as the majority of the work at this cemetery has been completed. The \$5,000 from the City to fund Brick Street Cemetery is being re-directed towards other services to be provided by the LHC, including support of cultural heritage internships.

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

*5.1 (a) subject to City of London budget approval, beginning in 2020 and thereafter annually during the term of this Agreement the Fee in the amount of \$106,500, shall be adjusted by the percentage change over 12 months in the February All-Items Consumer Price Index for Canada, (Table 326-0020 all items, 2002 = 100);*

The Fee amount in clause 5.1. (a) was increased from \$101,500 to \$106,500, to include the \$5,000 in funding previously put towards the Brick Street Cemetery.

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*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 May 16<sup>th</sup> and 5% paid on receipt of the previous year's Annual Report by June 15<sup>th</sup> as required in accordance with section 6.7;*

The annual report used to be required by the end of each year, but we are proposing to extend this timeframe to June 15<sup>th</sup> to provide time to include information from the previous year's CHIP evaluation reports.

**PART 6 – RECORDS & REPORTING**

The CHIP reporting requirements of the Annual Report have been made more reflective of the listing of annual CHIP recipients receiving funding, while considering the confidentiality of the unsuccessful applicants.

The clause “*the impact and alignment of heritage programs and services provided by the LHC with London’s Cultural Prosperity Plan and Key Areas of Focus for 2019 to 2023*” was added to assist with the assessment of the impact and alignment of the LHC programs and services with the Plan and Key Areas of Focus going forward.

**Schedule “A” Community Heritage Investment Program (CHIP) Guideline Modifications**

The City of London Community Heritage Investment Program (CHIP) administered by the LHC, has been streamlined to provide support specifically to museums, heritage organizations and professionals. CHIP previously provided funding to community organizations operating a heritage or cultural program activity and heritage festivals/events.

The priorities of CHIP have been focused on supporting workforce development, professional development, and job creation within the museum and heritage sector.

<b>CONCLUSION</b>
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The Culture Office will continue to directly work with the LHC to implement, promote and evaluate the objectives and actions of our shared strategic document called 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 Agreement has been reviewed with the assistance of Legal Services, Finance Division and Risk Management.

PREPARED BY:	REVIEWED BY:
ROBIN ARMISTEAD MANAGER, CULTURE PARKS AND RECREATION	JON-PAUL MCGONIGLE DIVISION MANAGER, CULTURE, SPECIAL EVENTS AND SPORT SERVICES PARKS AND RECREATION
RECOMMENDED BY:	
SCOTT STAFFORD MANAGING DIRECTOR PARKS AND RECREATION	

## APPENDIX "A"

Bill No.  
2019

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 Purchase of Service Agreement to be entered into between London Heritage Council and the Corporation of the City of London regarding the operation and administration of the Community Heritage Investment Program (CHIP) and other historical and cultural services as set out in the agreement attached as Schedule A to this by-law, is approved.
2. The Mayor and the City Clerk are authorized to execute the agreement approved under section 1 above.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council , 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First reading -  
Second reading -  
Third reading –

**THIS PURCHASE OF SERVICE AGREEMENT** with effect as of May 1, 2019.

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 May 1, 2019 and end on December 31, 2023 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 and administer the Community Heritage Investment Program (CHIP) in accordance with the guidelines attached as **Schedule "A"**;
- (b) operate, including maintaining and managing heritage content on, the London Heritage Council Website [www.londonheritage.ca](http://www.londonheritage.ca) for the purpose of promoting programs delivered and administered by LHC and the City;
- (c) operate the Doors Open London event;
- (d) operate the Museum School London program;
- (e) consult and meet with the Culture Manager on an ongoing basis concerning LHC's heritage initiatives;
- (f) participate with the City on and implement with the City, London's Cultural Prosperity Plan;
- (g) at the Culture Manager's request, attend a Standing Committee meeting to answer questions regarding the status of the implementation of London's Cultural Prosperity Plan;
- (h) appoint a representative of LHC to serve as a non-voting resource member to the City's London Advisory Committee on Heritage (LACH) and to attend LACH meetings;
- (i) ongoing consultation and/or heritage services of the LHC provided to the City's Culture Office related to heritage policy and guidelines, evaluation, heritage education, 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; and the City of London Public Art and Monuments Policy related to "memorials, monuments or artifacts such as the Cenotaph and Cannons".

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](http://www.londonheritage.ca), social media, flyers, postcards, posters, programs, banners) related to the Services provided by it under this Agreement.

(b) 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 and seventy thousand five hundred dollars (\$170,500) for each year of this Agreement subject to the following:

(a) subject to City of London budget approval, beginning in 2020 and thereafter annually during the term of this Agreement the Fee in the amount of \$106,500, shall be adjusted by the percentage change over 12 months in the February 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 May 16th and 5% paid on receipt of the Annual Report by June 15<sup>th</sup> 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;

- (i) if LHC has failed to submit when due any report required by the City under this Agreement;
- (ii) pending the completion of an audit of LHC's books and records, should the City decide to undertake such an audit;
- (iii) if LHC is not in compliance with any applicable laws, regulations, by-laws, Council Policies, and if applicable the Vulnerable Populations requirements;
- (iv) 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
- (v) if LHC has not provided the insurance certificate as required under this Agreement;

(e) 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) Four thousand dollars (\$4,000) for LHC to provide a representative to serve as a non-voting resource member of LACH;

(d) One hundred and one thousand five hundred dollars (\$106,500) towards all other Services to be provided by LHC under Part 4 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) Jury to review applications for the purpose of allocation of the Community Heritage Investment Program (CHIP) funding. The decisions of the (CHIP) Jury shall be final and not subject to being changed by LHC Board Members, LHC staff, City Council or Civic Administration.
- (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 approval in writing of the Culture Manager.
- (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.
  - (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
- (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 30<sup>th</sup> 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 15<sup>th</sup>, 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; and,
  - (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.
- (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 Office related to heritage policy and guidelines, heritage education, cultural heritage internships, heritage engagement and city wide anniversary celebrations, and the City of London Public Art and Monuments Policy related to "memorials, monuments or artifacts such as the Cenotaph and Cannons"; and
- (e) The impact and alignment of heritage programs and services provided by the London Heritage Council with London's Cultural Prosperity Plan and Key Areas of Focus for 2019 to 2023.

## 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 Two Million Dollars (\$2,000,000) 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). 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**

\_\_\_\_\_  
Ed Holder, Mayor

\_\_\_\_\_  
Catharine Saunders, City Clerk

\_\_\_\_\_  
Andrea McNaughton\*, Executive Director  
\*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 1<sup>st</sup> 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 an 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 31<sup>st</sup> 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](http://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](http://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](http://www.londonheritage.ca)

**Contact Information:**

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

<b>TO:</b>	<b>CHAIR AND MEMBERS COMMUNITY and PROTECTIVE SERVICES COMMITTEE MEETING ON APRIL 1, 2019</b>
<b>FROM:</b>	<b>SANDRA DATARS BERE MANAGING DIRECTOR HOUSING, SOCIAL SERVICES AND DEARNESS HOME</b>
<b>SUBJECT:</b>	<b>REACHING HOME: CANADA'S HOMELESSNESS STRATEGY COMMUNITY ENTITY - DESIGNATED COMMUNITIES FUNDING AGREEMENT</b>

<b>RECOMMENDATION</b>
-----------------------

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the attached proposed by-law as Appendix “A” **BE INTRODUCED** at the Municipal Council Meeting to be held April 9, 2019 to:

**1. Funding Agreement with Canada**

- (a) **AUTHORIZE and APPROVE** the Reaching Home: Canada’s Homelessness Strategy Community Entity Designated Communities Funding Agreement between Her Majesty the Queen in Right of Canada, as represented by the Minister of Employment and Social Development Canada and The Corporation of the City of London, substantially in the form attached as Schedule 1 to this by-law;
- (b) **AUTHORIZE** the Mayor and City Clerk to execute the Funding Agreement approved in subsection 1(a);
- (c) **DELEGATE** to the Managing Director, Housing, Social Services and Dearness Home the authority to approve any further Amendments to the Reaching Home: Canada’s Homelessness Strategy Community Entity Designated Communities Funding Agreement if the Amendments are substantially in the form of the Funding Agreement approved in subsection 1(a);
- (d) **AUTHORIZE** the Managing Director Housing, Social Services and Dearness Home, or written designate, to execute any Amendments to the Reaching Home: Canada’s Homelessness Strategy Community Entity Designated Communities Funding Agreement approved in subsection 1(a); and,
- (e) **DELEGATE** to the Managing Director, Housing, Social Services and Dearness Home to undertake all the administrative, financial and reporting acts, including signing authority regarding, application forms for funding, budgets, cash flows, other financial reporting including financial claims, and directions, consents and other authorizations as may be required, provided that the monetary amounts do not exceed the maximum amount of Canada’s contribution specified in the Agreement that are necessary in connection with the Funding Agreement approved in subsection 1(a).

**2. Sub-Project Funding Agreement Template**

- (a) **AUTHORIZE and APPROVE** the template Reaching Home: Canada’s Homelessness Strategy Sub-Project Funding Agreement, to be entered into between the City of London and such entities who have been selected for funding for their sub-projects in accordance with the City’s Funding Agreement with Canada, substantially in the form attached as Schedule 2 to this by-law;



- (b) **DELEGATE** to the Managing Director, Housing, Social Services and Dearness Home, or written designate, the authority to insert the necessary details into the Sub-Project Funding Agreement with respect to subsection 2(a), and to approve such agreements, provided that the agreements do not require additional funding or are provided for in the City’s current budget, and do not increase the indebtedness or contingent liabilities of the City; and,
- (c) **DELEGATE** to the Managing Director, Housing, Social Services and Dearness Home, or written designate, the authority to execute the Sub-Project Funding Agreements approved in subsection 2(b).

<b>PREVIOUS REPORTS PERTINENT TO THIS MATTER</b>
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- London’s Homeless Prevention System Homelessness Partnering Strategy – Funding Agreement Amendment #4 (CPSC: May 1, 2018)
- London’s Homeless Prevention System Homelessness Partnering Strategy Funding Agreement: 2018 Coordinated Point-in-Time Count (CPSC: September 12, 2017)
- Homeless Individuals and Families Information System Community Coordinator Funding Agreement (CPSC: March 28, 2017)
- London’s Homeless Prevention System Homelessness Partnering Strategy Funding Agreement Amendment #3 (CPSC: January 24, 2017)
- Homelessness Partnering Strategy Funding Agreement - Data Sharing Agreements (CPSC: February 17, 2016)
- London’s Homeless Prevention System Progress Report and Update (CPSC: September 22, 2015)
- Homelessness Partnering Strategy – Designated Communities – Community Entity – Funding Agreement (CPSC: April 28, 2014)
- Homeless Prevention System for London Three Year Implementation Plan (CPSC: April 22, 2013)
- Homelessness Partnering Strategy – Designated Communities – Community Entity – Funding Agreement (CNC: May 3, 2011)
- Homelessness Partnering Strategy (CPSC: March 23, 2009)
- Homelessness Partnering Strategy – Allocation of Funds (CPSC: March 17, 2008)
- Homelessness Partnering Strategy – Community Entity Model (CPSC: September 24, 2007)
- Homelessness Partnering Strategy – Contribution Agreement – Community Entity Model (CPSC: April 16, 2007)

<b>PURPOSE</b>
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The purpose of this report is to recommend approval to enter into a Funding Agreement with the Government of Canada under Reaching Home: Canada’s Homelessness Strategy (Reaching Home), for the period of April 1, 2019 to March 31, 2024, and to enter into Sub-Project Funding Agreements with organizations selected for funding.

<b>BACKGROUND</b>
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The City of London has entered into funding agreements with the Government of Canada under the Homelessness Partnering Strategy (HPS) since 2007. The current agreement between the City of London and the Government of Canada for the period April 1, 2014 to March 31, 2019 will terminate March 31, 2019.

The Government of Canada’s redesigned homelessness program, Reaching Home: Canada’s Homelessness Strategy, will launch April 1, 2019, replacing the Homelessness Partnering Strategy (HPS). The introduction of Reaching Home requires that a new funding agreement be entered into between the City of London and the Government of Canada. Reaching Home funding is available to Designated

Communities and is aimed at preventing and reducing chronic homelessness in Canada by 50% by 2028.

The City of London has been approved as both a Designated Community and Community Entity. The City of London, as the Community Entity, enters into Sub-Project Funding Agreements with approved funded organizations and oversees all contracts and financial monitoring. Reaching Home funding will be applied to satisfy the requirements outlined in the current *Homeless Prevention and Housing Plan 2010-2024*, noting that the Homeless Prevention and Housing Plan will be updated by the fall of 2019.

The London Homeless Coalition Steering Committee functions as the Community Advisory Board and provides advice and recommendations regarding the allocation of funding. At its January 21, 2019 meeting the London Homeless Coalition reaffirmed its role as the Community Advisory Board for Reaching Home for the term 2019-2024, and confirmed its recommendation that the City of London will continue in its role as the Community Entity.

For the transition period April 1, 2019 to March 31, 2020 existing projects are eligible to be renewed for a one year period. The following chart identifies the sub-projects to be renewed under Reaching Home funding.

Organization	Project Title and Description	Funding Allocation 2019-2020
St. Leonard's Community Services	<u>Project Home</u> Assists individuals experiencing chronic and persistent homelessness and high users of emergency shelter to achieve housing stability through access to permanent housing with intensive in home support.	\$550,000
Mission Services of London	<u>Rotholme Housing First Project</u> Assists families accessing Rotholme Women's and Family Shelter to achieve housing stability through access to permanent housing with support.	\$100,000
At Lohsa Family Healing Services	<u>Indigenous Community Plan</u> A dedicated strategic plan to guide solutions to solve homelessness for Indigenous individuals and families.	\$140,000
	Variance to be applied for planning of specialized housing.	24,428
City of London	Administration (10%)	\$90,492
<b>Total Funding received and allocated from Reaching Home</b>		<b>\$904,920</b>

The City Solicitors Office and Risk Management have reviewed the content of the Funding Agreement. Risk Management recommends that a limit be set on the indemnification, it being recognized that the Funding Agreement contains standard terms and conditions that are not subject to change. Therefore the following risk is identified:

The City is required to indemnify and hold Canada harmless including its officers, employees, directors, independent contractors, subcontractors, agents, successors and assigns and her Majesty the Queen in Right of Canada and her Ministers and appointees, and includes any person participating in an audit, inspection or review conducted under Article 17.1 on behalf of Canada. Such indemnification is potentially limitless, and is set out below:

The Recipient shall, both during and following the Project Period, indemnify and save Canada harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any wilful or negligent act, omission or delay on the part of the Recipient or its employees or agents, and participating employers or Project participants, if any, in connection with anything purported to be or required to be provided by or done by the Recipient pursuant to this Agreement or done otherwise in connection with the implementation of the Project.

While this provision exposes the City to liability, it should not outweigh the benefits of the funding and the City will mitigate the associated risks by using the optimum level of oversight, control and discipline to ensure that Sub-Project Agreement Holder(s) meet the City's objectives. This will be done by using clearly defined expectations of the objectives, functions, eligibility criteria, and recipient obligations as set in the Sub-Project Funding Agreements.

## FINANCIAL IMPACT

This Agreement is 100% funded by the Government of Canada, therefore there is no financial impact to the City of London.

The Funding Agreement is for the period April 1, 2019 to March 31, 2024. The total maximum amount of Canada's contribution towards the eligible expenditures of the project is \$5,095,101.

The following identifies the allocation by fiscal year from April 1, 2019 to March 31, 2024:

- \$ 904,920 in fiscal year 2019-2020
- \$ 904,920 in fiscal year 2020-2021
- \$1,095,087 in fiscal year 2021-2022
- \$1,095,087 in fiscal year 2022-2023
- \$1,095,087 in fiscal year 2023-2024

<b>SUBMITTED BY:</b>	<b>RECOMMENDED BY:</b>
<b>LAURA CORNISH ACTING MANAGER HOMELESS PREVENTION HOUSING, SOCIAL SERVICES AND DEARNESS HOME</b>	<b>SANDRA DATARS BERE MANAGING DIRECTOR HOUSING, SOCIAL SERVICES AND DEARNESS HOME</b>

## APPENDIX A

Bill No.  
2019

By-law No.

A By-law to approve the Funding Agreement with Her Majesty the Queen in Right of Canada, as represented by the Minister of Employment and Social Development Canada under Reaching Home: Canada's Homelessness Strategy; and, to approve a template Sub-Project Funding Agreement, and to delegate authority to execute the Agreements.

WHEREAS section 2 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that municipalities are created by the Province of Ontario to be responsible and accountable governments with respect to matters within their jurisdiction and each municipality is given powers and duties under this Act and many other Acts for the purpose of providing good government with respect to those matters;

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

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

AND WHEREAS section 6 of the *Housing Services Act, 2011* requires the City as service manager to have a plan to address housing and homelessness;

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

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

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

### **Funding Agreement with Canada**

1. (a) The Reaching Home: Canada's Homelessness Strategy Community Entity Designated Communities Funding Agreement between Her Majesty the Queen in Right of Canada, as represented by the Minister of Employment and Social Development Canada and The Corporation of the City of London, substantially in the form attached as Schedule 1 to this by-law, is authorized and approved (the "Funding Agreement").
- (b) The Mayor and City Clerk are authorized to execute the Funding Agreement approved in subsection 1(a).
- (c) The Managing Director, Housing, Social Services and Dearness Home is delegated the authority to approve any further Amendments to the Reaching Home: Canada's Homelessness Strategy Community Entity Designated Communities Funding Agreement if the Amendments are substantially in the form of the Funding Agreement approved in subsection 1(a).

- (d) The Managing Director Housing, Social Services and Dearness Home, or written designate, are authorized to execute any Amendments to the Reaching Home: Canada’s Homelessness Strategy Community Entity Designated Communities Funding Agreement approved in subsection 1(a).
- (e) The Managing Director, Housing, Social Services and Dearness Home, or written designate, is delegated the authority to undertake all the administrative, financial and reporting acts, including signing authority regarding: application forms for funding, budgets, cash flows, other financial reporting including financial claims, and directions, consents and other authorizations as may be required, provided that the monetary amounts do not exceed the maximum amount of Canada’s contribution specified in the Agreement that are necessary in connection with the Funding Agreement approved in subsection 1(a).

**Sub-Project Funding Agreement Template**

- 2. (a) The template Reaching Home: Canada’s Homelessness Strategy Sub-Project Funding Agreement, to be entered into between the City of London and such entities who have been selected for funding for their sub-projects in accordance with the City’s Funding Agreement with Canada, substantially in the form attached as Schedule 2 to this by-law, is authorized and approved (the “Sub-Project Funding Agreement”).
  - (b) The Managing Director, Housing, Social Services and Dearness Home, or written designate, is delegated the authority to insert the necessary details into the Sub-Project Funding Agreement with respect to subsection 2(a), and to approve such agreements, provided that the agreements do not require additional funding or are provided for in the City’s current budget, and do not increase the indebtedness or contingent liabilities of the City.
  - (c) The Managing Director, Housing, Social Services and Dearness Home, or written designate, is delegated the authority to execute Sub-Project Funding Agreements approved in subsection 2(b).
- 3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council

, 2019

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First reading -  
Second reading -  
Third reading -

Reaching Home: Canada's  
Homelessness Strategy

Community Entity

Designated Communities

FUNDING AGREEMENT

BETWEEN

Her Majesty the Queen in Right of Canada (hereinafter  
referred to as "Canada"), as represented by the Minister  
of Employment and Social Development Canada AND

The Corporation of the City of London  
(hereinafter referred to as "the Recipient")

Hereinafter collectively referred to as "the Parties"

Articles of Agreement

Whereas Canada has established Reaching Home: Canada's Homelessness Strategy (hereinafter referred to as "the Program") to support projects aimed at reducing homelessness and includes projects aimed at preventing individuals and families at imminent risk from becoming homeless;

Whereas the Recipient has applied to Canada for funding to carry out the project described in Schedule A;

Whereas Canada has determined that the Recipient is eligible to apply for funding under the Program and that the Project qualifies for support under the Program; and

Whereas Canada has agreed to make a contribution to the Recipient towards the costs of the Project;

Now, therefore, Canada and the Recipient agree as follows:

1.0 AGREEMENT

1.1 The following documents, and any amendments thereto, constitute the entire agreement between the Recipient and Canada with respect to its subject matter and supersedes all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter:

- (a) These Articles of Agreement;
- (b) Schedule A - entitled "Project Description";
- (c) Schedule B - entitled "Financial Provisions"; and
- (d) Schedule C - entitled "Additional Provisions".

2.0 INTERPRETATION

2.1 Unless the context requires otherwise, the expressions listed below have the following meanings for the purposes of this Agreement:

"Eligible Expenditures" means the expenditures which are listed in the Project Budget in Schedule B, and in compliance with the Conditions Governing the Eligibility of Expenditures set out in Schedule B;

"Fiscal Year" means the period commencing on April 1 in one calendar year and ending on March 31 in the next calendar year;

"Project" means the project described in Schedule A;

"Project Period" means the period beginning on the Project Start Date specified in Schedule A and ending on the Project End Date specified in Schedule A; and

"Working Day" means Monday through Friday except statutory holidays

3.0 EFFECTIVE DATE AND DURATION

3.1 This Agreement shall come into effect on the date it is signed by the last of the Parties to do so and, subject to section 3.2, shall expire at the end of the Project Period unless the Agreement is terminated on a prior date in accordance with the terms of this Agreement.

3.2 All obligations of the Recipient shall expressly or by their nature survive termination or expiry of this Agreement and shall continue in full force subsequent to and notwithstanding such termination or expiry until and unless they are satisfied or by their nature expire.

4.0 PURPOSE OF THE CONTRIBUTION

4.1 The purpose of Canada's funding is to enable the Recipient to carry out the Project. The funding shall be used by the Recipient solely for the purpose of paying the Eligible Expenditures.



## 5.0 CANADA'S CONTRIBUTION

5.1 Subject to the terms and conditions of this Agreement, Canada agrees to make a contribution to the Recipient in respect of the Eligible Expenditures. The amount of Canada's contribution shall not exceed the total maximum amount specified in section 1.1 of Schedule B.

5.2 Where the Project Period covers more than one Fiscal Year, the amount payable by Canada on account of its contribution in each Fiscal Year of the Project Period shall not exceed the amount shown in section 1.2 of Schedule B for that Fiscal Year.

## 6.0 APPROPRIATION

6.1 Any payment under this Agreement is subject to the appropriation of funds by Parliament for the Fiscal Year in which the payment is to be made.

## 7.0 REDUCTION OR TERMINATION OF FUNDING

### 7.1 If

- (a) the Program named in this Agreement is cancelled,
- (b) the level of funding for the Program named in this Agreement for any Fiscal Year in which payment is to be made under the Agreement is reduced as a result of a governmental or departmental spending decision, or
- (c) Parliament reduces the overall level of funding for the programs of the Department of Employment and Social Development for any Fiscal Year in which payment is to be made under the Agreement,

Canada may, upon not less than ninety (90) days notice, reduce its funding under this Agreement or terminate the Agreement.

7.2 Where, pursuant to section 7.1, Canada gives notice of its intention to reduce its funding, and where, as a result of the reduction in funding, the Recipient is of the opinion that it will be unable to complete the Project or will be unable to complete the Project in the manner desired by the Recipient, the Recipient shall notify Canada of same as soon as possible after receiving notice of the funding reduction and may, upon not less than thirty (30) days written notice to Canada, terminate the Agreement.

## 8.0 RECIPIENT DECLARATIONS

### 8.1 The Recipient

- (a) declares that it has provided Canada with a true and accurate list of all amounts owing to the Government of Canada under legislation or funding agreements which were past due and in arrears at the time of the Recipient's application for funding under the Program named in this Agreement,
- (b) agrees to declare any amounts owing to the Government of Canada under legislation or funding agreements which have become past due and in arrears following the date of its application for funding, and
- (c) recognizes that Canada may recover any amounts referred to in paragraph (a) or (b) that are owing by deducting or setting off such amounts from any sum of money that may be due or payable to the Recipient under this Agreement.

8.2 The Recipient declares that any person who has been lobbying on its behalf to obtain the contribution that is the subject of this Agreement was in compliance with the provisions of the Lobbying Act [R.S.C. 1985 c. 44 (4th Supp.)], as amended from time to time, at the time the lobbying occurred and that any such person to whom the aforementioned act applies, has received, or will receive, no payment, directly or indirectly, from the Recipient that is in whole or in part contingent on obtaining this Agreement.

## 9.0 PROJECT RECORDS

### 9.1 The Recipient shall

- (a) keep proper books and records, in accordance with generally accepted accounting principles, of all expenditures and revenues relating to the Project, including cash contributions received from Canada and cash contributions from other sources, as well as records substantiating the receipt and value of any in-kind contributions to the costs of the Project referred to in the Project Budget in Schedule B,
- (b) keep records of all Project-related contracts and agreements and all invoices, receipts and vouchers relating to Eligible Expenditures, and
- (c) keep records of all Project-related activity, progress and evaluation reports and reports of Project reviews or audits carried out by, or on behalf of, the Recipient.

9.2 The Recipient shall retain the books and records referred to in section 9.1 for a period of six (6) years following the Project Period.

## 10.0 CANADA'S RIGHT TO AUDIT

10.1 During the Project Period and for a period of six (6) years thereafter, the Recipient shall, upon request, grant representatives of Canada access to the books and records referred to in section 9.0 for the purpose of conducting an audit to verify compliance with the terms and conditions of this Agreement and verify expenses claimed by the Recipient as Eligible Expenditures. The Recipient shall permit Canada's representative(s) to take copies and extracts from such accounts and records. The Recipient shall also provide Canada with such additional information as Canada may require with reference to such books and records.



## 11.0 FINANCIAL AND ACTIVITY MONITORING

11.1 During the Project Period, the Recipient shall grant representatives of Canada reasonable access to the Project site and business premises of the Recipient, if different from the Project site, and to all Project-related books and records referred to in section 9.0 at all reasonable times for the purpose of conducting periodic financial and activity monitoring reviews of the Project. The Recipient shall also, upon request, provide representatives of Canada with copies and extracts from such books and records.

## 12.0 INQUIRY BY THE AUDITOR GENERAL OF CANADA

12.1 If, during the Project Period or within a period of six years thereafter, the Auditor General of Canada, in relation to an inquiry conducted under subsection 7.1(1) of the *Auditor General Act* [R.S.C., 1985, c. A-17], requests that the Recipient provide him or her with any records, documents or other information pertaining to the utilization of the funding provided under this Agreement, the Recipient shall provide the records, documents or other information within such period of time as may be reasonably requested in writing by the Auditor General of Canada.

## 13.0 FINAL REPORT

13.1 Unless the Recipient is required under a schedule to this Agreement to provide another, more specific, final report outlining the results of the Project, the Recipient shall provide Canada with a final report that summarizes the Project scope, describes the results achieved, explains any discrepancies between the results and the planned or expected results and contains such other information as Canada may specify in writing to the Recipient. The Recipient shall provide Canada with the final report within sixty (60) days following the Project Period.

## 14.0 EVALUATION

14.1 The Recipient agrees to cooperate with Canada in the conduct of any evaluation of the Project and/or the Program named in this agreement that Canada may carry out during the Project Period or within a period of three years thereafter. Without limiting the generality of the foregoing, if requested by Canada to do so for the purpose of conducting an evaluation, the Recipient agrees to:

- (a) participate in any survey, interview, case study or other data collection exercise initiated by Canada; and
- (b) subject to section 14.2, provide Canada with contact information of the Project partner organizations, if any, who participated in the Project, and of the members of the board of directors of the Recipient.

14.2 The Recipient shall provide Canada with the contact information of a person (name, address, phone number and e-mail address) referred to in paragraph 14.1(b) only if the person has given their written consent to the release of the information to Canada. The Recipient agrees to make all reasonable efforts to secure such consent during the Project Period. When providing a person's contact information to Canada, the Recipient shall provide Canada with an accompanying written statement certifying that the person has given their consent to the sharing of their contact information with Canada.

## 15.0 CONTRACTING PROCEDURES

### *Contracting*

15.1 (1) Subject to subsection (2), the Recipient shall use a fair and accountable process, involving soliciting a minimum of three bids or proposals, when procuring goods and services from contractors in relation to the Project. The Recipient shall select the bid or proposal offering the best value at the lowest cost.

(2) The requirement under subsection (1) shall apply, unless otherwise authorized in writing by Canada, to all goods or services contracts valued at \$25,000 or more (including taxes and duties). The Recipient must not unnecessarily divide a requirement for goods or services into a number of smaller contracts to avoid this requirement.

### *Restrictions Regarding Non Arms-Length Contracts*

15.2 (1) Unless otherwise authorized in writing by Canada, all goods or services contracts, regardless of their value, entered into in relation to the Project between the Recipient and

- (a) an officer, director or employee of the Recipient,
- (b) a member of the immediate family of an officer, director or employee of the Recipient,
- (c) a business in which an officer, director or employee of the Recipient, or a member of their immediate family, has a financial interest, or
- (d) a business which is related to, or associated or affiliated with, the Recipient,

require the prior written approval of Canada. In any such contract, the Recipient shall ensure that Canada has a right of access to the relevant records of the supplying entity for the purpose of verifying, if necessary, the amount of the expenditure claimed by the Recipient in relation to a contract referred to in this subsection.

(2) In this section, "immediate family" means the father, mother, step-father, step-mother, brother, sister, spouse (including common law partner), child (including child of common law partner), step-child, ward, father in law, mother in law or relative permanently residing in the household of the officer, director or employee.

### *Restrictions Regarding Sub-contracting of Recipient Duties or Responsibilities*

15.3 The Recipient shall not subcontract the performance of any of its duties or responsibilities in managing the Project to another party without the prior written consent of Canada unless the Recipient has already indicated in the approved Project Description attached as Schedule A to this Agreement that it intends to use a subcontractor or subcontractors to perform those duties or responsibilities.





## 16.0 TERMINATION OF AGREEMENT

### *Termination for Default*

16.1 (1) The following constitute Events of Default:

- (a) the Recipient becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of the statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Recipient;
- (b) the Recipient ceases to operate;
- (c) the Recipient is in breach of the performance of, or compliance with, any provision of this Agreement;
- (d) the Recipient, in support of its application for Canada's contribution or in connection with this Agreement, has made materially false or misleading representations, statements or declarations, or provided materially false or misleading information to Canada; or
- (e) in the opinion of Canada, there is a material adverse change in risk in the Recipient's ability to complete the Project or to achieve the expected results of the Project set out in Schedule A.

(2) If

- (a) an Event of Default specified in paragraph (1)(a) or (b) occurs; or
- (b) an Event of Default specified in paragraphs (1)(c), (d) or (e) occurs and has not been remedied within thirty (30) days of receipt by the Recipient of written notice of default, or a plan satisfactory to Canada to remedy such Event of Default has not been put into place within such time period,

Canada may, in addition to any remedies otherwise available, immediately terminate the Agreement by written notice. Upon providing such notice of termination, Canada shall have no obligation to make any further contribution to the Recipient.

(3) In the event Canada gives the Recipient written notice of default pursuant to paragraph (2)(b), Canada may suspend any further payment under this Agreement until the end of the period given to the Recipient to remedy the Event of Default.

(4) The fact that Canada refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon Canada shall not prevent Canada in any way from later exercising any other right or remedy under this Agreement or other applicable law.

### *Termination for Convenience*

16.2 Canada may also terminate this Agreement at any time without cause upon not less than ninety (90) days written notice of intention to terminate.

### *Obligations Relating to Termination under section 7.1 or 16.2 and Minimizing Cancellation Costs*

16.3 In the event of a termination notice being given by Canada under section 7.1 or 16.2,

- (a) the Recipient shall make no further commitments in relation to the Project and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto; and
- (b) all Eligible Expenditures incurred by the Recipient up to the date of termination will be paid by Canada, including the Recipient's costs of, and incidental to, the cancellation of obligations incurred by it as a consequence of the termination of the Agreement; provided always that payment and reimbursement under this paragraph shall only be made to the extent that it is established to the satisfaction of Canada that the costs mentioned herein were actually incurred by the Recipient and the same are reasonable and properly attributable to the termination of the Agreement.

16.4 The Recipient shall negotiate all contracts related to the Project, including employment contracts with staff, on terms that will enable the Recipient to cancel same upon conditions and terms that will minimize to the extent possible their cancellation costs in the event of a termination of this Agreement. The Recipient shall cooperate with Canada and do everything reasonably within its power at all times to minimize and reduce the amount of Canada's obligations under section 16.3 in the event of a termination of this Agreement.

## 17.0 INDEMNIFICATION

17.1 The Recipient shall, both during and following the Project Period, indemnify and save Canada harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any wilful or negligent act, omission or delay on the part of the Recipient or its employees or agents, and participating employers or Project participants, if any, in connection with anything purported to be or required to be provided by or done by the Recipient pursuant to this Agreement or done otherwise in connection with the implementation of the Project.



## 18.0 INSURANCE

18.1 The Recipient shall arrange and maintain, during the Project Period, appropriate comprehensive general liability insurance coverage to cover claims for bodily injury or property damage resulting from anything done or omitted by the Recipient or its employees, agents or Project participants, if any, in carrying out the Project.

## 19.0 RELATIONSHIP BETWEEN THE PARTIES AND NON-LIABILITY OF CANADA

19.1 The management and supervision of the Project are the sole and absolute responsibility of the Recipient. The Recipient is not in any way authorized to make a promise, agreement or contract on behalf of Canada. This Agreement is a funding agreement only, not a contract for services or a contract of service or employment. Canada's responsibility is 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 Canada.

19.2 Nothing in this Agreement creates any undertaking, commitment or obligation by Canada respecting additional or future funding of the Project beyond the Project Period, or that exceeds the maximum contribution specified in Schedule B. Canada shall not be liable for any loan, capital lease or other long-term obligation which the Recipient may enter into in relation to carrying out its responsibilities under this Agreement or for any obligation incurred by the Recipient toward another party in relation to the Project.

## 20.0 CONFLICT OF INTEREST

20.1 No current or former public servant or public office holder to whom the *Conflict of Interest Act* [S.C. 2006, c. 9, s. 2], the *Policy on Conflict of Interest and Post-Employment* or the *Values and Ethics Code for the Public Sector* applies shall derive a direct benefit from the Agreement unless the provision or receipt of such benefit is in compliance with the said legislation or codes.

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

## 21.0 INFORMING CANADIANS OF THE GOVERNMENT OF CANADA'S CONTRIBUTION

21.1 The Recipient shall allow Canada sixty (60) days from the date of signature of the Agreement to announce the Project. During this 60 day period, the Recipient shall not make any public announcements of funding, deferring all questions to Canada. After the expiry of the 60 day period, the Recipient may begin its own communication activities for the Project.

21.2 The Recipient shall notify Canada twenty (20) working days in advance of any initial and subsequent official ceremonies related to the announcement of the funding and promotion of the Project. Canada reserves the right to approve the time, place and agenda of the ceremony.

21.3 The Recipient shall notify Canada fifteen (15) working days in advance of any and all communications activities, publications, advertising and press releases planned by the Recipient or by a third party with whom it has an agreement relating to the Project.

21.4 The Recipient shall ensure that in any and all communication activities, publications, advertising and press releases regarding the Project, recognition, in terms and in a form and manner satisfactory to Canada, are given to Canada's financial assistance to the Project.

21.5 The Recipient agrees to display such signs, plaques or symbols as Canada may provide in such locations on its premises as Canada may designate.

21.6 The Recipient shall cooperate with representatives of Canada during any official news release or ceremonies relating to the announcement of the Project.

## 22.0 ACCESS TO INFORMATION

22.1 The Recipient acknowledges that Canada is subject to the *Access to Information Act* [RSC 1985, Chapter A-1], and information obtained by Canada pertaining to this Agreement may be disclosed by Canada to the public upon request under the aforementioned act.

## 23.0 PROACTIVE DISCLOSURE

23.1 The Recipient acknowledges that the name of the Recipient, the amount of the contributions and the general nature of the Project may be made publicly available by Canada in accordance with the Government of Canada's commitment to proactively disclose the awarding of grants and contributions.

## 24.0 DISPOSITION OF CAPITAL ASSETS

24.1 During the Project Period, the Recipient shall preserve any capital asset purchased by the Recipient with funding provided under this Agreement and shall not dispose of it unless Canada authorizes its disposition.

24.2 At the end of the Project Period, or upon termination of this Agreement, if earlier, Canada reserves the right to direct the Recipient to dispose of any capital asset purchased by the Recipient with funding provided under this Agreement by:

- (a) selling it at fair market value and applying the funds realised from such sale to offset Canada's contribution to the Eligible Expenditures;
- (b) turning it over to another organization or to an individual designated or approved by Canada; or
- (c) disposing of it in such other manner as may be determined by Canada.

24.3 Where Canada elects to exercise its right under section 24.2, the Recipient agrees to comply with the related direction provided by Canada.

24.4 For the purposes of section 24.0, "capital asset" means any single item, or a collection of items which form one identifiable functional unit, that:

- (a) is not physically incorporated into another product or not fully consumed by the end of the Project, and



- (b) has a purchase or lease value of more than \$1,000 (before taxes),

but does not include land or buildings purchased or leased by the Recipient in connection with the implementation of the Project.

## 25.0 INTELLECTUAL PROPERTY

25.1 Where in the course of carrying out the Project, the Recipient produces any work using funds provided by Canada, the copyright in the work shall vest in the Recipient. However, the Recipient hereby grants to Canada a non-exclusive, irrevocable and royalty free license to use, translate, adapt, record by any means or reproduce, except for commercial sale in competition with the Recipient, any such work which is produced by the Recipient.

25.2 The license granted under section 25.1 shall be for the duration of the copyright and shall include:

- (a) the right to sub-license the use of the work to any contractor engaged by Canada solely for the purpose of performing contracts with Canada; and
- (b) the right to distribute the work outside the Department of Employment and Social Development as long as the distribution does not undermine any commercial use of the work intended by the Recipient.

25.3 The Recipient agrees to execute any acknowledgements, agreements, assurances or other documents deemed necessary by Canada to establish or confirm the license granted under section 25.1.

25.4 Additionally, with respect to any work licensed under section 25.1, the Recipient:

- (a) warrants that the work shall not infringe on the copyrights of others;
- (b) agrees to indemnify and save harmless Canada from all costs, expenses and damages arising from any breach of any such warranty; and
- (c) shall include an acknowledgment, in a manner satisfactory to Canada, on any work which is produced by it with funds contributed by Canada under this Agreement, acknowledging that the work was produced with funds contributed by Canada and identifying the Recipient as being solely responsible for the content of such work.

25.5 The Recipient shall include in the final report for the Project, which the Recipient is required to submit to Canada under the terms of this Agreement, a copy of any work licensed under section 25.1.

## 26.0 NOTICES

26.1 Any notices to be given and all reports, information, correspondence and other documents to be provided by either party under this Agreement shall be given or provided by personal delivery, mail, courier service, fax or email at the postal address, fax number or email address, as the case may be, of the receiving party as shown in Schedule A. If there is any change to the postal address, fax number or email address or contact person of a party, the party concerned shall notify the other in writing of the change as soon as possible.

26.2 Notices, reports, information, correspondence and other documents that are delivered personally or by courier service shall be deemed to have been received upon delivery, or if sent by mail five (5) working days after the date of mailing, or in the case of notices and documents sent by fax or email, one (1) working day after they are sent.

## 27.0 DISPUTE RESOLUTION

27.1 In the event of a dispute arising under the terms of this Agreement, the Parties agree to make a good faith attempt to settle the dispute. In the event that the Parties are unable to resolve the dispute through negotiation, they agree to give good faith consideration to resorting to other alternate dispute resolution processes to resolve the dispute. However, the Parties agree that nothing contained in this section shall affect, alter or modify the rights of either Party to terminate the Agreement.

## 28.0 ASSIGNMENT OF THE AGREEMENT

28.1 The Recipient shall not assign this Agreement or any part thereof without the prior written consent of Canada.

## 29.0 SUCCESSORS AND ASSIGNS

29.1 This Agreement is binding upon the parties and their respective successors and assigns.

## 30.0 COMPLIANCE WITH LAWS

30.1 The Recipient shall carry out the Project in compliance with all applicable federal, provincial and municipal laws, by-laws and regulations, including any environmental legislation and legislation related to protection of information and privacy. The Recipient shall obtain, prior to the commencement of the Project, all permits, licenses, consents and other authorizations that are necessary to the carrying out of the Project.

## 31.0 APPLICABLE LAW

31.1 This Agreement shall be governed by and construed in accordance with the applicable laws of the province or territory where the Project will be performed or, if the Project is to be carried out in more than one province or territory, of the province or territory where the Recipient has its main place of business.

## 32.0 AMENDMENT

32.1 This Agreement may be amended by mutual consent of the parties. To be valid, any amendment to this Agreement shall be in writing and signed by the parties.

## 33.0 UNINCORPORATED ASSOCIATION

33.1 If the Recipient is an unincorporated association, it is understood and agreed by the persons signing this Agreement on behalf of the Recipient that in addition to signing this Agreement in their representative capacities on behalf of the members of the Recipient, they shall be personally, jointly and severally liable for



the obligations of the Recipient under this Agreement, including the obligation to pay any debt that may become owing to Canada under this Agreement.

#### **34.0 COUNTERPARTS**

34.1 This Agreement may be executed in counterparts, each of which shall be deemed an original but both of which taken together shall constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

## SIGNATURES

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**For the Recipient, by the following authorized officer(s):**

(Name, please print)

(Name, please print)

(Signature)

Signature \_\_\_\_\_

(Position)

(Position)

And signed this

day of

**For Canada, by the following authorized officer:**

(Name, please print)

(Signature)

(Position)

**Mary Ann Triggs**  
Assistant Deputy Minister  
Service Canada, Ontario Region



SCHEDULE A

PROJECT DESCRIPTION

NAME OF RECIPIENT: The Corporation of the City of London	
PROJECT TITLE: RH 2019-2024 – London	
Recipient	Canada
Complete Mailing Address:	Complete Mailing Address:
355 Wellington Street P.O. Box 5045 London, Ontario N6A 4L6	P.O. Box 175 STN Don Mills, North York M3C 2S2
Primary Contact Jan Richardson	Primary Contact Barry Phillip
Telephone Number 519 661-2489 ext 5228	Telephone Number 289 269-4032
Fax Number	Fax Number
Email Address jrichardson@london.ca	Email Address barry.phillip@servicecanada.gc.ca
Secondary Contact	Secondary Contact
Telephone Number	Telephone Number
Fax Number	Fax Number
Email Address	Email Address

Project Start Date	Project End Date	Total Number of Participants: (If applicable) N/A
2019-04-01	2024-03-31	

Project Description

Objectives

From April 1, 2019, to March 31, 2024, the Recipient, as the Community Entity for London, will administer funding under the Designated Community stream of Reaching Home in accordance with priorities identified in the Community Plan.

The funding allocation under the Designated Community funding stream for London is \$904,920 in 2019-2020 and 2020-2021 and \$1,095,087 in 2021-2022, 2022-2023, and 2023-2024. Reaching Home funds will be used to support projects selected based on Community Planning priorities and recommendations of the Community Advisory Board, as well as program terms and conditions, and related policies and directives of Reaching Home.

Through working with community partners, the Recipient will be responsible for publicly reporting on the outcomes-based approach, as well as designing and implementing Coordinated Access by 2021-2022.

Activities

The Recipient will administer Reaching Home – Designated Community funding stream, which includes the following activities that will be monitored against milestones in the Work Plan:

The Recipient is responsible for implementing strategies to address Community Plan priorities, including the design and implementation of a Coordinated Access system by 2021-2022, and shift to an outcomes-based approach to reporting community-wide outcomes.

The Recipient will engage community stakeholders and funding partners to actively work together to prevent and reduce homelessness. The Recipient will identify funding other than Reaching Home received from partners to meet the community contribution matching requirement.

The Recipient will promote the participation and representation of Indigenous organizations in the planning and implementation of the Community Plan priorities.

The Recipient is responsible for undertaking activities that support the design and implementation of a Coordinated Access system.

The Recipient will implement selection processes, solicit, and assess sub-project proposals in an open, impartial and fair manner. The Recipient will approve and enter into funding agreements with sub-projects based on recommendations by the Community Advisory Board that meet the Community Plan priorities and terms and conditions of Reaching Home and related policies and directives, including eligible activities.

The Recipient is responsible for the management of sub-project funding agreements, including financial and activity monitoring of sub-projects to ensure compliance with sub-agreements and achievement of expected results. The Recipient will inform the Community Advisory Board about the status and results of sub-projects and other activities related to the prevention and reduction of homelessness in the community. The Recipient will report on its activities, including the management of sub-agreements and progress on the implementation of Coordinated Access, to Canada in accordance with the reporting requirements described in the Reaching Home funding agreement, as well as any additional reporting as required by Canada.



Expected Results

Outputs

Activities are supported in accordance with Community Plan priorities as established by the Community Advisory Board.

Reaching Home Designated Communities stream funding is fully invested to address priorities identified in the Community Plan.

Reaching Home Designated Communities funding is matched on an annual basis with other funding partners.


The Community Progress Report is completed annually and published publicly, starting in 2020-2021

Coordinated Access is implemented by the end of 2021-2022.

Outcomes:

Reduction in and prevention of homelessness in the community is achieved as measured through community-wide outcomes prescribed by Canada and voluntary community-wide outcomes identified at the community level.

Through investments in Reaching Home-funded sub-projects: homeless individuals and families are connected to more stable housing; homeless individuals and those at imminent risk of homelessness experience greater housing stability; and homeless individuals and those at imminent risk of homelessness experience greater economic stability and self-sufficiency.

Signatures		
		
RECIPIENT	RECIPIENT	CANADA
		MAR 15 2019
DATE	DATE	DATE



SCHEDULE B  
FINANCIAL PROVISIONS

LEGAL NAME OF RECIPIENT: The Corporation of the City of London
PROJECT TITLE: RH 2019-2024 – London

1.0 MAXIMUM CONTRIBUTION OF CANADA

1.1 The total maximum amount of Canada's contribution towards the Eligible Expenditures of the Project is: \$5,095,101.

1.2 The maximum amount payable by Canada in each Fiscal Year of the Project Period on account of the contribution is as follows, unless otherwise authorized in writing by Canada:

\$904,920 in Fiscal Year 2019/2020  
\$904,920 in Fiscal Year 2020/2021  
\$1,095,087 in Fiscal Year 2021/2022  
\$1,095,087 in Fiscal Year 2022/2023  
\$1,095,087 in Fiscal Year 2023/2024

2.0 INTEREST EARNED ON CONTRIBUTION

2.1 If, under section 8.0 of this Schedule, Canada has made payment of its contribution by way of advances, and if the amount of interest earned on the advance payments is in excess of one hundred dollars (\$100), such interest is deemed to be part payment of Canada's contribution and will be taken into account in the calculation of the final payment by Canada, or repayment by the Recipient, as may be appropriate in the circumstances.

3.0 REPAYMENT REQUIREMENTS

3.1 In the event payments made to the Recipient exceed the amount to which the Recipient is entitled under this agreement, the amount of the excess is a debt owing to Canada and shall be promptly repaid to Canada upon receipt of notice to do so and within the period specified in the notice. Without limiting the generality of the foregoing, amounts to which the Recipient is not entitled include

- (a) the amount of any expenditures paid for with the contribution which are disallowed or determined to be ineligible, and
- (b) any amount paid in error or any amount paid in excess of the amount of the expenditure actually incurred.

3.2 Interest shall be charged on overdue repayments owing under section 3.1 in accordance with the Interest and Administrative Charges Regulations (SOR/96-188) (the "Regulations") made pursuant to the Financial Administration Act (R.S.C., 1985, c. F-11). Interest is calculated and compounded monthly at the "average bank rate", within the meaning of such expression as contained in the Regulations, plus three per cent (3%) during the period beginning on the due date specified in the notice to repay and ending on the day before the day on which payment is received by Canada.

3.3 The Recipient acknowledges that where an instrument tendered in payment or settlement of an amount due to Canada under section 3.1 is, for any reason, dishonoured, an administrative charge of \$15 is payable by the Recipient to Canada in accordance with the Regulations.

4.0 OTHER SOURCES OF FUNDING

4.1 The Recipient declares that it has received or is entitled to receive

- (a) the following funding (cash) for the Project from the following sources:
  - (i) City of London \$11,500,000
  - (ii) Province \$56,453,850
- (b) goods, services or other non-cash contributions for the Project from the following sources, having the following agreed estimated fair and reasonable monetary value:
  - (i) \$0

4.2 The Recipient agrees to inform Canada promptly in writing of any change to the declaration made under section 4.1.

4.3 The Recipient agrees that where there is a change to the declaration made in section 4.1, Canada may, in its discretion, reduce the amount of its maximum contribution to the Project by such amount, not exceeding the amount of the change in assistance received, that it considers appropriate.

4.4 If the amount of Canada's contribution already paid to the Recipient exceeds the reduced maximum contribution, as determined under section 4.3, the amount of the excess shall be deemed to be an amount to which the Recipient is not entitled and shall be repaid to Canada in accordance with section 3.0 of this Schedule (Repayment Requirements).

4.5 Upon completion of the Project, and if the amount set out in section 1.1 is in excess of \$100,000, the Recipient agrees to provide Canada with a statement identifying the total funding provided from all sources for the Project, including total funding received for the Project from federal, provincial/territorial and municipal governments.

5.0 PROJECT BUDGET

5.1 The following is the Project Budget:





COST CATEGORIES	ESDC	OTHER SOURCES		TOTAL
		CASH	IN-KIND	
1. Administrative Costs	\$0.00			
a. Administrative costs				
b. Sub-projects Administrative Costs				
2. Capital Costs	\$0.00			
a. Facilities				
b. Capital assets				
3. Direct Costs	\$5095101.00			
a. Staff wages *	\$509,510.00			
b. Participant costs				
c. Project costs				
d. Partnership development				
e. Child care costs				
f. Sub-projects Project Costs *	\$4,585,591.00			
TOTAL	\$5095101.00	\$67,953,850	\$0	\$73,048,951.00

**Budget notes:**

- "Administrative Costs" means any expenditure incurred by the Recipient in the course of its regular or ongoing operations that enable the Recipient to manage the Project successfully;
- "Sub-Project Administrative Costs" means any expenditure incurred by a Third Party in the course of its regular or ongoing operations that, though indirectly related to the Sub-Project, enable the Third Party to manage the Sub-Project successfully;
- "Facilities" means any expenditure incurred by the Recipient, in direct relation to a Project activity, towards the purchase of land or a building, construction or renovation of a building, or accomplishing any pre-development activities leading up to any of the latter ends;
- "Capital Assets" means any expenditure incurred by the Recipient towards the purchase or leasing-to-own of materials subject to the provisions of section 24.0 of the Articles of Agreement;
- "Staff Wages" means any wages, mandatory employment related costs (as required by law) or benefits (as required by a collective agreement or company policy) paid by the Recipient to, or on behalf of, an employee of the Recipient working directly on the Project;
- "Participant Costs" means any wages, mandatory employment related costs (as required by law) or benefits (as required by a collective agreement or company policy), and any support payments (for travel, emergencies, disability, living expenses, dependent care, materials, etc.), tuition fees, or program participation or completion bonuses paid by the Recipient to, or on behalf of, Project Participants;
- "Project Costs" means any expenditure incurred by the Recipient in direct relation to the Project activities that is not covered by any other cost category in the Project Budget;
- "Partnership Development" means any expenditure incurred by the Recipient towards the development or maintenance of partnerships that support or contribute materially to the goals of the Project;
- "Child Care Costs" means any expenditure incurred by the Recipient in support of child care service offerings to aboriginal persons that are adapted the particular needs of this clientele; and
- "Sub-Project Project Costs" means any expenditure incurred by a Third Party in respect of a Sub-Project that does not meet the definition of expenditures included in the Sub-Project Administrative Costs cost category.

5.2 Canada will provide payment to the Recipient for Administrative Costs up to 15% of the total maximum amount of Canada's contribution referred to in section 1.1. The usage of this payment is exempt from the reporting requirements stipulated in this Agreement.

**6.0 BUDGET FLEXIBILITY**

6.1 The Recipient may, except in cases specified in section 6.2, make adjustments to its allocation of funds between any of the cost categories identified in the Project Budget without having to obtain Canada's approval, provided the adjustments do not result in an increase in Canada's maximum contribution set out in section 1.1. However, where the Recipient makes an adjustment allowed by this section, it shall notify Canada promptly in writing of the adjustment.

6.2 The Recipient must obtain Canada's written approval prior to making an adjustment to the Project Budget that increases or decreases the subtotal amount budgeted for:

- (i) any cost category identified with an asterisk (\*) by any amount, or
- (ii) any other cost category by more than 10%;

6.3 Depending upon the extent and significance of the adjustments, written approval by Canada of adjustments made under section 6.2 may be required by Canada to be documented by way of a formal amending agreement signed by both parties.



## 7.0 CONDITIONS GOVERNING THE ELIGIBILITY OF EXPENDITURES

7.1 The expenditures set out in the Project Budget above are subject to the following conditions:

- (a) expenditures must, subject to section 7.2, be incurred during the Project Period;
- (b) expenditures must, in the opinion of Canada, be reasonable;
- (c) the portion of the cost of any travel, meals and accommodation costs that exceeds the rates for public servants set out in the National Joint Council of Canada's Travel Directive is not eligible for reimbursement;
- (d) the portion of hospitality costs that exceed the rates set out in the Directive on Travel, Hospitality, Conference and Event Expenditures, Appendix 2 of Canada's Treasury Board is not eligible for reimbursement;
- (e) 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 is not eligible for reimbursement;
- (f) depreciation of capital assets is not eligible for reimbursement;
- (g) fines and penalties are not eligible for reimbursement;
- (h) the cost of alcoholic beverages are not eligible for reimbursement;
- (i) costs associated with software development for the collection and/or management of homelessness data that results in an inability to participate in the National Homelessness Information System initiative (NHIS) database; and that constitutes a redundant use of funds and duplicates activities already offered through the Homeless Individuals and Families Information System (HIFIS) are not eligible for reimbursement.

7.2 If, under the terms of this Agreement, the Recipient is required to provide to Canada an audited annual financial report at the end of the Project Period, and if the cost of the audit is otherwise an Eligible Expenditure, the audit cost is an Eligible Expenditure notwithstanding that it is incurred outside the Project Period.

## 8.0 TERMS OF PAYMENT

8.1 Subject to section 8.2, Canada will make payments of its contribution by way of advances. Each payment shall cover a quarterly period (hereinafter referred to as the "Payment Period") during the Project Period.

8.2 (1) Subject to subsection (2), Canada may, at any time and in its sole discretion,

- (a) change the basis of payments of its contribution to the Recipient to progress payments for any period during the Project Period, or
- (b) change the Payment Period to a monthly period, or
- (c) change both (a) and (b).

(2) Where Canada decides to make a payment change pursuant to subsection (1), Canada shall notify the Recipient in writing of the change and of the period during which the change will be applicable.

(3) For the purposes of this Schedule,

**"progress payments"** means payments to reimburse the Recipient for Eligible Expenditures after they have been incurred,

**"monthly period"** means a calendar month that falls within the Project Period or, if the calendar month falls only partially within the Project Period, such portion thereof, and

**"quarterly period"**, in relation to a series of consecutive three-month periods encompassing the Project Period and beginning on the first day of the calendar month determined by Canada for purposes of administering this agreement, means such a quarter that falls within the Project Period or, if the quarter falls only partially within the Project Period, such portion thereof.

8.3 (1) Where Canada makes payments of its contribution to the Recipient by way of advances,

- (a) 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 opinion of Canada, is reliable and up-to-date; and
- (b) 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, Canada reserves the right to deduct the excess amount from any subsequent advance payment to be made under this Agreement.

(2) Where Canada makes payments of its contribution to the Recipient by way of progress payments, each progress payment shall cover the Recipient's actual Eligible Expenditures incurred during the Payment Period as approved by Canada following submission by the Recipient of the financial claim referred to in section 8.4 (1).

8.4 (1) Following the end of each Payment Period of the Agreement, the Recipient shall provide Canada with a financial claim using a form provided by Canada and signed/certified as true and accurate by an authorized official (or officials) of the Recipient. The financial claim shall contain:

- (a) a summary breakdown, per cost category in the Project Budget, of Eligible Expenditures incurred during the Payment Period;



- (b) an updated forecast of Project expenditures;
- (c) an activity report describing the work completed on the Project during the Payment Period; and
- (d) any supporting documentation relative to the financial claim that may be requested by Canada (e.g. a copy of the general ledger).

(2) The Recipient shall submit the financial claim required under subsection (1) no later than,

(a) if the Payment Period is monthly, **forty-five (45) days** following the Payment Period;

and

(b) if the Payment Period is quarterly, **sixty (60) days** following the Payment Period.

8.5 (1) Canada may withhold any advance payment due to the Recipient under this Agreement

- (a) if the Recipient has failed to submit when due
  - (i) a financial claim under section 8.4 (1); or
  - (ii) any other document required by Canada under this Agreement; or
- (b) pending the completion of an audit of the Recipient's books and records, should Canada decide to undertake such an audit.

(2) Canada may also withhold any progress payment due to the Recipient under this Agreement

- (a) if the Recipient has failed to submit when due any other document required by Canada under this agreement; or
- (b) pending the completion of an audit of the Recipient's books and records, should Canada decide to undertake such an audit.

8.6 Canada may retain a holdback of an amount up to 10% of its maximum contribution at the end of the Project Period pending

- (a) receipt and verification by Canada of a final financial claim for the last Payment Period where advances have been made,
- (b) receipt and acceptance by Canada of the final report for the Project that the Recipient is required to submit to Canada under the terms of this Agreement, and
- (c) receipt of any other Project-related record that may be required by Canada.

## 9.0 ANNUAL FINANCIAL REPORTS

9.1 (1) Within one hundred and twenty (120) days following the end of each "Reporting Period" during the Project Period, the Recipient shall provide to Canada a financial report containing,

(a) a statement setting out:

- (i) the total amount received from Canada under this Agreement during the Reporting Period,
- (ii) the total revenue received from other sources for the Project during the Reporting Period, including cash and the value of in-kind contributions,
- (iii) the total amount of GST/HST rebates and interest earned by the Recipient during the Reporting Period on advances of Canada's contribution if the amount of interest earned is in excess of one hundred dollars (\$100), and
- (iv) the amounts realized during the Reporting Period from the disposition of any capital assets that had been originally purchased with funds from Canada's contribution under this Agreement, and

(b) an itemized statement setting out, by expenditure category as per the Project Budget, the total amount of the expenditures incurred during the Reporting Period in relation to the Project and to the corresponding approved Investment Plan.

(2) For greater certainty, failure on the part of the Recipient to submit financial reports within the timeframe specified under subsection (1) may result in Canada withholding payment of an advance or progress payment in accordance with subsections 8.5(1) or (2) of this Schedule or withholding payment of any holdback retained by Canada in accordance with section 8.6 of this Schedule.

(3) For the purposes of this section, "Reporting Period" means each Fiscal Year that falls within the Project Period or, if the Fiscal Year falls only partially within the Project Period, such portion thereof.

9.2 Each financial report submitted to Canada pursuant to section 9.1 shall be accompanied by such supporting documentation as may be requested by Canada.


### **Audit Requirement**

9.3 (1) Unless otherwise notified by Canada in writing, the Recipient shall engage an independent licensed public accountant to audit, in accordance with Canadian generally accepted auditing standards, each financial report required under section 9.1. The Recipient's letter of audit engagement shall include the requirements set out under section 9.1.

(2) If requested by Canada to do so, the Recipient shall allow representatives of Canada to discuss any audited financial report referred to in this section with the Recipient's auditors. The Recipient shall execute such directions, consents and other authorizations as may be required in order to permit its auditors to



discuss the report with representatives of Canada and provide any requested information to them in relation to the audit.

Signatures		
RECIPIENT	RECIPIENT	 CANADA
DATE	DATE	MAR 15 2019 DATE



SCHEDULE C

ADDITIONAL CONDITIONS

LEGAL NAME OF RECIPIENT: The Corporation of the City of London
PROJECT TITLE: RH 2019-2024 – London

1.0 WORK PLAN

1.1 For each Fiscal Year that falls within the Project Period or, if the Fiscal Year falls only partially within the Project Period, such portion thereof, the Recipient shall provide to Canada for approval a "Work Plan" outlining the activities to be undertaken by the Recipient in implementing the Project during the Fiscal Year or part thereof. Each Work Plan shall be prepared in accordance with guidelines issued by Canada.

1.2 The Recipient's approved Work Plan for the first Fiscal Year or part thereof of the Project Period is attached to and forms an integral part of Schedule A (Project Description) to this Agreement. The Work Plan for each subsequent Fiscal Year or part thereof shall be provided to Canada for approval no later than sixty (60) days prior to the beginning of each Fiscal Year to which it relates.

1.3 Canada will notify the Recipient of its approval of each subsequent Work Plan no later than thirty (30) days following receipt of each plan. Upon approval, each subsequent Work Plan shall be attached to and form an integral part of Schedule A.

1.4 The Recipient shall implement the Project in accordance with the approved Work Plans. The Recipient shall not make any material change to an approved Work Plan without the written approval of Canada.

2.0 REDISTRIBUTION OF FUNDING TOWARDS SUB-PROJECTS

*Interpretation*

2.1 For the purposes of this Agreement,

"Sub-Agreement Holder" means an organization other than the Recipient, to whom funding provided to the Recipient under this Agreement is further distributed to enable the organization to carry out a Sub-Project; and

"Sub-Project" means:

- (a) an activity eligible for financial support under the Project which is implemented by a Sub-Agreement Holder, or
- (b) an activity eligible for financial support under the Project implemented directly by the Recipient.

*Sub-Project Selection Process*

2.2 (1) The Recipient shall put into place a process satisfactory to Canada for ensuring that proposals for Sub-Projects to be funded with Canada's contribution, including Sub-Projects implemented directly by the Recipient, are assessed and selected in an open, impartial and fair manner. The Recipient agrees that the Community Entity will assess, approve and enter into funding agreements with Sub-Projects based on recommendations by the Community Advisory Board. The Recipient must ensure that Sub-Project proposals of a capital nature address their sustainability; for Sub-Projects of a capital nature Canada will provide a form to address this aspect that is to be included as part of such proposals.

(2) The Recipient shall also put into place written operational policies and procedures relating to its financial management of the Project and its administration of Sub-Projects, and shall provide a copy of those policies and procedures to Canada, together with the names and positions of personnel within the Recipient's organization with responsibilities for the financial management and decision making in connection with the carrying out of the responsibilities of the Recipient under this Agreement. The Recipient shall notify Canada promptly of any changes in such personnel that occur from time to time.

(3) A sub-project shall not be funded under this Agreement unless the organization demonstrates that it applies sound financial management practices and respects the highest level of integrity.

(4) Without limiting the foregoing and subject to subsection 5, a sub-project shall not be funded under this Agreement if a review, audit or investigation conducted by the federal government, the government of a province or a public body created under the law of a province in the previous 3 years concludes to irregularities in the organization's financial management practices or raises integrity issues.

(5) The restriction in subsection 4 does not apply if an organization demonstrates that the irregularities and issues have been resolved and that measures have been diligently put in place to prevent reoccurrence.

*Agreements with Sub-Agreement Holders*

2.3 (1) When the Recipient provides funding to a Sub-Agreement Holder to support the costs of a Sub-Project, the Recipient shall ensure that there is a written agreement between it and the Sub-Agreement Holder that sets out the terms and conditions under which the Recipient is providing funding to the Sub-Agreement Holder.

(2) The written agreement referred to in subsection (1) shall include:

- (a) an identification of the Sub-Agreement Holder (proper legal name and address);
- (b) a description of the purpose of the funding;
- (c) the effective date, the date of signing and the duration of the agreement;





(d) the financial and/or non-financial conditions attached to the funding and the consequence of failing to adhere to these conditions, including provision for a right of termination of the agreement in the event of a breach of the agreement;

(e) the costs of the Sub-Project eligible for reimbursement;

(f) the conditions to be met before payment is made and the schedule and basis of payment;

(g) the maximum amount payable;

(h) the provision of such reports by the Sub-Agreement Holder on its Sub-Project, outcomes and results as may be specified by Canada in any reporting guidelines or instructions provided to the Recipient by Canada or as may be specified elsewhere in this Agreement;

(i) a provision giving both Canada and the Recipient the right to conduct an audit of the books and records of the Sub-Agreement Holder, even though an audit may not always be undertaken, and to have access to the business premises and business site of the Sub-Agreement Holder to monitor and inspect the administration of the Sub-Project;

(j) a requirement for the Sub-Agreement Holder to repay to the Recipient the amount of any funding provided to which it is not entitled. The agreement should specify that amounts to which it is not entitled include the amount of any payments:

(i) made in error;

(ii) made for costs in excess of the amount actually incurred for those costs; and

(iii) that were used for costs that were not eligible for reimbursement under the agreement;

(k) if the Sub-Project involves an activity described in section 4.1 or 4.3,

(i) a repayment requirement modeled on the provisions of section 4.1 or 4.3, as the case may be, except that every reference to "Recipient" in those provisions shall be replaced by a reference to the term used by the Recipient to identify the Sub-Agreement Holder in its agreement with the Sub-Agreement Holder and every reference to "Canada" shall be replaced by a reference to the term used by the Recipient to identify itself in its agreement with the Sub-Agreement Holder; and

(ii) a provision giving both Canada and the Recipient, for the number of years following the end-date of the Sub-Project in respect of which the repayment requirement referred to in subparagraph (i) applies to the Sub-Agreement Holder, the right to inspect the operation of the facility referred to in section 4.1 or 4.3 at any reasonable time to verify the continuing use of the facility for the purposes for which it was funded; and

(iii) a provision stipulating that the Sub-Agreement holder shall not mortgage, charge or otherwise encumber the facility property during the period of the Sub-Project, or for the number of years following the end-date of the Sub-Project in respect of which the repayment requirement referred to in subparagraph (i) applies to the Sub-Agreement Holder, without the prior written approval of the Recipient; and

(iv) a provision stipulating that the Sub-Agreement Holder shall ensure that all environmental protection measures, standards and rules relating to the Sub-Project established by competent authorities are respected;

(l) a provision stipulating that payment of any funding under the agreement is subject to the availability of funds and that payment of funding may be cancelled or reduced in the event that Canada cancels or reduces its funding to the Recipient;

(m) a requirement for the Sub-Agreement Holder to give appropriate recognition of the contribution of Canada to the Sub-Project being carried out in its publicity and signage relating to the Sub-Project, including any information provided to the public on any web site maintained by the Sub-Agreement Holder;

(n) a requirement that the Sub-Agreement Holder notify the Recipient (Community Entity) twenty (20) working days in advance of any and all communications activities, publications, advertising and press releases planned by the Sub-Agreement Holder relating to the Sub-Project; and

(o) a requirement for the Sub-Agreement Holder to cooperate with representatives of Canada during any official news release or ceremonies relating to the announcement of the Sub-Project.

#### ***Internal Memoranda of Understanding (MOU)***

2.4 When the Recipient is implementing a Sub-Project directly, the Recipient shall ensure that there is an internal memorandum of understanding (MOU) with the head of the branch or division of its organization responsible for implementing the Sub-Project, as if the head of the branch or division implementing the Sub-Project was a Sub-Agreement Holder, setting out terms and conditions of the funding modelled on the requirements of section 2.3, with such modifications as the circumstances may require.

#### ***Provision of Copies of Agreements and MOUs***

2.5 Upon request, the Recipient shall provide Canada with a copy of any or all agreements with Sub-Agreement Holders and MOUs referred to in sections 2.3 and 2.4, respectively.

#### ***Monitoring and Audit of Sub-Projects***

2.6 The Recipient shall exercise due diligence in the administration of its agreements with Sub-Agreement



Holders and of its MOUs referred to in section 2.4. Without limiting the generality of the foregoing, in exercising due diligence, the Recipient shall take appropriate measures for ensuring compliance by Sub-Agreement Holders and, in the case of MOUs referred to in section 2.4, by the responsible branch or division head of the Recipient, with the terms and conditions of the agreement or MOU, as the case may be, including:

- (a) monitoring the Sub-Project through, as appropriate, periodic visits to the Sub-Project site or other means such as telephone calls and questionnaires,
- (b) undertaking periodic audits or inspections of financial records to verify that costs claimed under the agreement or MOU, were actually incurred and were in accordance with the agreement or MOU, as the case may be,
- (c) furnishing the Sub-Agreement Holder or the branch or division head of the Recipient, as the case may be, with necessary advice, support and training to assist it in carrying out the Sub-Project and in realizing the objectives and achieving the results of the Sub-Project,
- (d) where there are breaches of the agreement or MOU, taking appropriate measures to resolve the situation, including, in the case of an agreement with a Sub-Agreement Holder, termination of the agreement with the Sub-Agreement Holder or legal action to enforce compliance with the agreement, and
- (e) in the case of an agreement with a Sub-Agreement Holder, making all reasonable efforts to recover any overpayments under the agreement.

2.7 The Recipient shall provide to Canada, upon request, a report of any monitoring review or audit of a Sub-Project undertaken by the Recipient under section 2.6.

2.8 Where Canada desires to exercise its right to audit the books and records of a Sub-Agreement Holder or to monitor and inspect its Sub-Project, Canada shall notify the Recipient of its desire to do so. The Recipient shall cooperate with Canada in obtaining access to the financial records and, if required by Canada, it shall take all necessary steps to enforce the Recipient's and Canada's right of access to the Sub-Agreement Holder's records, including taking legal proceedings against the Sub-Agreement Holder.

#### **COORDINATED ACCESS AND AN OUTCOMES-BASED APPROACH**

##### ***Coordinated Access***

Through working with community partners, including, if applicable, in partnership with the Indigenous Homelessness stream Community Entity within the Designated Community where the Recipient is located, the Recipient shall be required to have a Coordinated Access system in place by March 31, 2022 that fully meets all Reaching Home minimum requirements for Coordinated Access. The minimum requirements, as prescribed by Canada, outline Canada's expectations for the design of Coordinated Access systems across the following areas: coverage, governance operating model, access, assessment, prioritization, matching and referral, and Homelessness Management Information System (HMIS) platform.

##### ***Community Progress Report***

Through working with community partners, including, if applicable, in partnership with the Indigenous Homelessness stream Community Entity within the Designated Community where the Recipient is located, the Recipient shall provide annually to Canada, beginning in 2020-2021, using a template provided by Canada, no later than sixty (60) days following the period covered by the report (i.e. the previous fiscal year), a Community Progress Report, satisfactory to Canada in scope and detail. The Community Progress Report will be published publicly in a time and manner prescribed by Canada.

##### ***Point-in-Time Count***

The Recipient shall conduct a Point-in-Time count of homelessness between March 1, 2020 and April 30, 2020. The methodology for the count must adhere to the national Point-in-Time count methodology as prescribed by Canada, including common national survey questions.

The Recipient may conduct the Point-in-Time Count in coordination with a Registry Week or another enumeration methodology provided that the methodological standards prescribed by Canada are followed.

In a manner prescribed by Canada, the Recipient shall provide the results of the count to Canada by October 31, 2020, including, but not limited to:

- (a) an estimate of the number of people who were experiencing homelessness in shelters and the number who were in unsheltered locations on a single night; and
- (b) individual-level survey data from the common national survey questions asked of people experiencing homelessness.

These results will be used by Canada to report at aggregate levels (e.g. nationally, by region) without identifying results for particular survey respondents or for particular communities.

#### **3.0 REPORTING ON SUB-PROJECTS FUNDED THROUGH REACHING HOME**

##### ***Report of Approved Sub-Projects***

3.1 Each financial claim submitted to Canada pursuant to section 8 (Terms of Payment) of Schedule B to this Agreement shall be accompanied by a report identifying all agreements with Sub-Agreement Holders and MOUs approved by the Recipient to date containing the following information about each Sub-Project:

- (a) the Sub-Project file identifier;
- (b) in the case of agreements with Sub-Agreement Holders, the legal name of the Sub-Agreement Holder and Sub-Agreement Holder contact information;
- (c) in the case of MOUs, the name of the branch or division within the Recipient's organization responsible for carrying out the Sub-Project and Recipient branch or division contact information;
- (d) the amount of funding provided under this Agreement to be provided by the Recipient for the Sub-Project as well as the total budget of the Sub-Project;



(e) identification of the applicable Reaching Home

funding stream; (f) the Sub-Project start and end dates;

and

(g) the activity areas(s) supported by the Sub-Project, i.e. (i) housing; (ii) prevention and shelter diversion; (iii) client support services; (iv) capital investments; or (v) coordination of resources and data collection.

#### **Results Reporting**

For projects that are funded in 2019-2020, the Recipient will be required to collect information on each Sub-Project using tools provided by Canada, and provide to Canada using an online results reporting system provided by Canada, a Project Details Report, acceptable to Canada in both scope and detail that sets out the detailed description of the Sub-Project. Any changes to the funding amount, activities, or end date of a Sub-Project approved by the Recipient must be documented and provided to Canada, within thirty (30) days of the change, once the Recipient has received the online results reporting system.

3.2 Following 2019-2020 until the end of the agreement, within thirty (30) days of the start date of each Sub-Project, the Recipient shall provide to Canada, using an online results reporting system provided by Canada, a Project Details Report, acceptable to Canada in both scope and detail that sets out the detailed description of the Sub-Project. Any changes to the funding amount, activities, or end date of a Sub-Project approved by the Recipient will require a revised Project Details Report that must be provided to Canada, using the online system, within thirty (30) days of the change.

3.3 Where applicable, the Recipient shall provide to Canada, no later than sixty (60) days following each Fiscal Year that falls within the period of the Sub-Project, an "Annual Results Report" detailing the outputs and outcomes achieved in implementing each Sub-Project during the Fiscal Year. Each Annual Results Report shall be provided to Canada using the on-line system referred to in section 3.2.





#### 4.0 REQUIREMENTS IN RESPECT OF FACILITY PROPERTY AND REPAYMENT

##### *Project Funding Used to Purchase Land or a Building for a Facility*

##### 4.1 If

(a) funding provided for a Sub-Project is used towards the costs of purchasing land or a building to establish a new facility to provide shelter space, transitional or supportive housing or other services for the homeless, and

(b) the amount of the funding referred to in paragraph (a) is in excess of \$50,000, the Recipient shall repay as a debt owing to Canada,

(c) an amount equal to 100% of the funding referred to in paragraph (a) if,

(i) five (5) years following the end date of the Sub-Project, a facility that provides shelter space, transitional or supportive housing or other services for the homeless has not been established on the property referred to in paragraph (a), or

(ii) at any time during the five-year period following the end date of the Sub-Project, Canada concludes, based on

(A) information provided by the Recipient under section 4.7, or

(B) the results of a site inspection conducted by Canada under section 4.9

that the facility referred to in paragraph (a) will not be established during said five-year period and notifies the Recipient of such conclusion in writing, and

(d) an amount determined in accordance with section 4.2 if, within five (5) years following the end date of the Sub-Project, the land or building referred to in paragraph (a) is sold and the proceeds of disposition are not forthwith committed to supporting a facility providing similar services to the homeless that is approved by Canada.

4.2 The amount repayable by the Recipient under paragraph 4.1(d), if the event referred to in that paragraph occurs, shall be determined as follows:

(a) if the event occurs within one year of the end date of the Sub-Project, a sum equal to 100% of the funding referred to in paragraph 4.1(a);

(b) if the event occurs within two years, but after one year of the end date of the Sub-Project, a sum equal to 80% of the funding referred to in paragraph 4.1(a);

(c) if the event occurs within three years, but after two years of the end date of the Sub-Project, a sum equal to 60% of the funding referred to in paragraph 4.1(a);

(d) if the event occurs within four years, but after three years of the end date of the Sub-Project, a sum equal to 40% of the funding referred to in paragraph 4.1(a); or

(e) if the event occurs within five years, but after four years of the end date of the Sub-Project, a sum equal to 20% of the funding referred to in paragraph 4.1(a).

##### *Project Funding Used for Construction or Renovations*

##### 4.3 If

(a) funding provided for a Sub-Project is used towards the costs of constructing or renovating a building to establish a new facility to provide shelter space, transitional or supportive housing or other services for the homeless, or towards the costs of expanding or renovating an existing facility that provides shelter space, transitional or supportive housing or other services for the homeless, and

(b) the amount of the funding referred to in paragraph (a) is in excess of \$50,000, the Recipient shall repay as a debt owing to Canada,

(c) an amount equal to 100% of the funding referred to in paragraph (a) if the Sub-Project referred to in that paragraph is not completed by the end date of the Sub-Project, and

(d) an amount determined in accordance with section 4.4 if the activity referred to in paragraph (a) is completed by the end date of the Sub-Project but within five (5) years following the end date of the Sub-Project either of the following events occurs:

(i) the facility ceases to operate for its intended purpose and is not used for some other service approved by Canada in support of the homeless but is converted to some other use, or

(ii) the facility is sold and the proceeds of disposition are not forthwith committed to supporting a facility providing similar services to the homeless that is approved by Canada.

4.4 The amount repayable by the Recipient under paragraph 4.3(d) if either event referred to in subparagraph 4.3(d)(i) or (ii) occurs shall be determined as follows:

(a) for renovations representing 30% or less of the market value of the facility established as part of the project assessment process, if the event occurs within:

(i) one year of the end date of the Sub-Project a sum equal to 100% of the funding referred to in paragraph 4.3(a); or

(ii) two years, but after one year of the end date of the Sub-Project, a sum equal to 80% of the funding referred to in paragraph 4.3(a); and



(b) for construction and for renovations representing more than 30% of the market value of the facility established as part of the project assessment process, if the event occurs within:

- (i) one year of the end date of the Sub-Project, a sum equal to 100% of the funding referred to in paragraph 4.3(a);
- (ii) two years, but after one year of the end date of the Sub-Project, a sum equal to 80% of the funding referred to in paragraph 4.3(a);
- (iii) three years, but after two years of the end date of the Sub-Project, a sum equal to 60% of the funding referred to in paragraph 4.3(a);
- (iv) four years, but after three years of the end date of the Sub-Project, a sum equal to 40% of the funding referred to in paragraph 4.3(a); or
- (v) five years, but after four years of the end date of the Sub-Project, a sum equal to 20% of the funding referred to in paragraph 4.3(a).

4.5 For greater certainty, the Recipient acknowledges that the repayment requirements in sections 4.1 and 4.3 apply to it not only where the Sub-Project is implemented by it directly but also where it is being implemented by a Sub-Agreement Holder. Consequently, where the Recipient provides funding to a Sub-Agreement Holder for a Sub-Project that involves an activity referred to in section 4.1 or 4.3, the Recipient must ensure pursuant to paragraph 2.3(k) that its agreement with the Sub-Agreement Holder includes repayment obligations on the part of the Sub-Agreement Holder that are modeled on the provisions of section 4.1 or 4.3, as the case may be, except that every reference to "Recipient" in those provisions shall be replaced by a reference to the term used by the Recipient to identify the Sub-Agreement Holder in its agreement with the Sub-Agreement Holder and every reference to "Canada" shall be replaced by a reference to the term used by the Recipient to identify itself in its agreement with the Sub-Agreement Holder.

#### ***Repayment to Canada of Amounts Recovered from Sub-Agreement Holders***

4.6 Where a Sub-Agreement Holder is required, under the terms of its agreement with the Recipient, to repay an amount to a Recipient pursuant to a repayment obligation referred to in section 4.5, the Recipient shall repay to Canada any such amount recovered by the Recipient from the Sub-Agreement Holder.

#### ***Annual Monitoring of, and Declaration on, Facility Establishment and/or Utilization Following Completion***

4.7 If a Sub-Project involves an activity described in section 4.1 or 4.3, the Recipient shall, for the number of years following the end-date of the Sub-Project in respect of which the repayment requirements in section 4.2 or 4.4, as the case may be, are applicable (hereinafter "the Monitoring Period")

(a) annually monitor, as the case may be,

- (i) progress made towards the establishment of the facility, or
- (ii) the use of the facility to verify its continuing use for the purposes for which the Recipient had provided its funding, and

immediately notify Canada if the activities leading to the establishment of a facility have ceased, the facility property has been sold or the facility has ceased to be used for its intended purposes, and

(b) provide annually to Canada, using a form provided by Canada, a declaration regarding, as the case may be,

- (i) the progress made towards the establishment of the facility during the year covered by the declaration, or
- (ii) utilization of the facility during the year covered by the declaration.

4.8 Each annual declaration referred to in section 4.7 shall be provided to Canada no later than ninety (90) days following the end of the year covered by the declaration.

4.9 During the Monitoring Period, the Recipient shall ensure that representatives of Canada are allowed to inspect the operation of the facility at any reasonable time to verify its continuing use for the purposes for which it was funded.

#### ***No Mortgaging or Charging of Facility Property***

4.10. If the Recipient itself carries out a Sub-Project involving an activity described in section 4.1 or 4.3, the Recipient shall not mortgage, charge or otherwise encumber the facility property during the period of the Sub-Project or during the Monitoring Period, without the prior written approval of Canada. Canada undertakes that its approval shall not be unreasonably withheld.

4.11 If a Sub-Agreement Holder is carrying out a Sub-Project involving an activity described in section 4.1 or 4.3, the Recipient shall ensure that the Sub-Agreement Holder does not mortgage, charge or otherwise encumber the facility property during the period of the Sub-Project or during the Monitoring Period, without the prior written approval of the Recipient.

### **5.0 ENVIRONMENTAL PROTECTION**

5.1 The Recipient shall:


- (a) maintain and implement any and all environmental protection measures prescribed by Canada for ensuring that the harm to the environment resulting from the Project, if any, will remain minimal; and
- (b) ensure that all environmental protection measures, standards and rules relating to the Project established by competent authorities are respected.



6.0 OFFICIAL LANGUAGES

6.1 Where the Project is to be delivered to members of either language community, the Recipient shall:

- (a) make Project-related documentation and announcements (for the public and prospective Project participants, if any) in both official languages where applicable;
- (b) actively offer and provide in both official languages any Project-related services to be provided or made available to members of the public, where applicable;
- (c) encourage members of both official language communities, including official language minority communities, to participate in the Project and its activities; and
- (d) organize activities and provide its services, where appropriate, in such a manner as to address the needs of both official language communities.

Signatures		
RECIPIENT	RECIPIENT	 CANADA
DATE	DATE	MAR 15 2019 DATE

## **SCHEDULE 2**

This Agreement with effect as of \_\_\_\_\_, 20\_\_\_\_.

### **Reaching Home: Canada's Homelessness Strategy**

#### **SUB-PROJECT FUNDING AGREEMENT**

#### **BETWEEN**

**THE CORPORATION OF THE CITY OF LONDON**  
(the "City")

#### **AND**

**AGENCY**  
(the "Sub-Agreement Holder")

**Hereinafter collectively referred to as "the Parties"**

#### **ARTICLES OF AGREEMENT**

Whereas Her Majesty the Queen in right of Canada ("Canada") has established Reaching Home: Canada's Homelessness Strategy (hereinafter referred to as "the Program") to support Sub-Projects aimed at reducing homelessness, primarily through the Housing First approach, and includes Sub-Projects aimed at preventing individuals and families at imminent risk from becoming homeless;

And Whereas the City has entered into a Funding Agreement with Canada wherein the City will act as the Community Entity and will administer Reaching Home: Canada's Homelessness Strategy Community Entity Designated Communities funding for the development of housing and supports ("the Project");

And Whereas the Project involves the City assessing, approving and entering into funding agreements with third parties that meet the community plan priorities and terms and conditions of the Program ("Sub-Projects");

And Whereas the City has determined that the Sub-Agreement Holder is eligible to apply for and receive funding for the Sub-Agreement Holder's Sub-Project and that the Sub-Project qualifies for support under the Program;

Now, therefore, the City and the Sub-Agreement Holder agree as follows:

### **1.0 AGREEMENT**

1.1 The following documents and any amendments thereto, constitute the entire agreement between the Sub-Agreement Holder and the City with respect to its subject matter and supersede all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter:

- (a) These Articles of Agreement;
- (b) Schedule A – entitled "Sub-Project Description";
- (c) Schedule B – entitled "Financial Provisions";
- (d) Schedule C – entitled "Additional Conditions";
- (e) Schedule D – entitled "Blanket Position Insurance Policy";
- (f) Schedule E – entitled "Undertaking Use of the City of London Tree Logo";
- (g) Schedule F – entitled "Worker's Compensation Declaration", if applicable; and
- (h) Schedule G – entitled "French Language Services".

## **2.0 INTERPRETATION**

2.1 Unless the context requires otherwise, the expressions listed below have the following meanings for the purposes of this Agreement:

**“Eligible Expenditures”** means the expenditures which are listed in the Sub-Project Budget in Schedule B, and in compliance with the Conditions Governing Eligibility of Expenditures set out in Schedule B;

**“Fiscal Year”** means the period commencing on April 1 in one calendar year and ending on March 31 in the next calendar year;

**“Sub-Project”** means the activity described in Schedule A (Sub-Project Description);

**“Sub-Project Period”** means the period beginning on the Sub-Project Start Date specified in Schedule A and ending on the Sub-Project End Date specified in Schedule A; and

**“Working Day”** means Monday through Friday except statutory holidays.

## **3.0 EFFECTIVE DATE AND DURATION**

3.1 This Agreement shall come into effect on the date it is signed by the last of the Parties to do so and, subject to section 3.2, shall expire at the end of the Sub-Project Period unless the Agreement is terminated on a prior date in accordance with the terms of this Agreement.

3.2 All obligations of the Sub-Agreement Holder shall expressly or by their nature survive termination or expiry of this Agreement and shall continue in full force subsequent to and notwithstanding such termination or expiry until and unless they are satisfied or by their nature expire.

## **4.0 PURPOSE OF THE CONTRIBUTION**

4.1 The purpose of the City’s funding is to enable the Sub-Agreement Holder to carry out the Sub-Project. The funding shall be used by the Sub-Agreement Holder solely for the purpose of paying the Eligible Expenditures.

## **5.0 THE CITY’S CONTRIBUTION**

5.1 Subject to the terms and conditions of this Agreement, the City agrees to make a contribution to the Sub-Agreement Holder in respect of the Eligible Expenditures. The amount of the City’s contribution shall not exceed the total maximum amount specified in section 1.1 of Schedule B. The Sub-Agreement Holder shall comply with all of the requirements set out in Schedule C.

5.2 Where the Sub-Project Period covers more than one Fiscal Year, the amount payable by the City on account of its contribution in each Fiscal Year of the Sub-Project Period shall not exceed the amount shown in section 1.2 of Schedule B for that Fiscal Year.

## **6.0 AVAILABILITY OF FUNDS**

6.1 Any payment under this Agreement is subject to the availability of funds. Further, any payment may be cancelled or reduced in the event that Canada cancels or reduces its funding to the City.

## **7.0 REDUCTION OR TERMINATION OF FUNDING**

### **7.1 If**

- (a) the Program or Sub-Project is cancelled,
- (b) the level of funding for the Program for any Fiscal Year in which payment is to be made under the Agreement is reduced as a result of a governmental or departmental spending decision by Canada, or
- (c) Parliament reduces the overall level of funding for the programs of the Government of Canada's Department of Employment and Social Development for any Fiscal Year in which payment is to be made under the Agreement,

the City may reduce its funding under this Agreement or terminate the Agreement.

7.2 Where, pursuant to section 7.1, Canada proposes to reduce its funding, and where, as a result of the reduction in funding, the Sub-Agreement Holder is of the opinion that it will be unable to complete the Sub-Project or will be unable to complete the Sub-Project in the manner desired by the Sub-Agreement Holder, the Sub-Agreement Holder shall notify the City of same as soon as possible after receiving notice of the funding reduction and may, upon not less than twenty calendar (20) days written notice to the City, terminate the Agreement.

## **8.0 SUB-AGREEMENT HOLDER DECLARATIONS**

### **8.1 The Sub-Agreement Holder:**

- (a) declares that it has provided the City with a true and accurate list of all amounts owing to the City or the Government of Canada under legislation or funding agreements which were past due and in arrears at the time of the Sub-Agreement Holder's application for funding under the Program and Sub-Project named in this Agreement;
- (b) agrees to declare any amounts owing to the City or Government of Canada under legislation or funding agreements which become past due and in arrears following the date of its application for funding; and
- (c) recognizes that Canada may recover any amounts referred to in paragraph (a) or (b) that are owing by deducting or setting off such amounts from any sum of money that may be due or payable to the Sub-Agreement Holder under this Agreement.

8.2 The Sub-Agreement Holder declares that any person who has been lobbying on its behalf to obtain the contribution that is the subject of this Agreement was in compliance with the provisions of the Lobbying Act [R.S.C. 1985 c. 44 (4th Supp.)] as amended from time to time, at the time the lobbying occurred and that any such person to whom the aforementioned Act applies, has received, or will receive, no payment, directly or indirectly, from the Sub-Agreement Holder that is in whole or in part contingent on obtaining this Agreement.

## **9.0 SUB-PROJECT RECORDS**

### **9.1 The Sub-Agreement Holder shall:**

- (a) keep proper books and records, in accordance with generally accepted accounting principles, of all expenditures and revenues relating to the Sub-Project, including cash contributions received from the City and cash contributions from other sources, as well as records substantiating the receipt and value of any in-kind contributions to the costs of the Sub-Project referred to in the Sub-Project Budget in Schedule B;

- (b) keep records of all Sub-Project-related contracts and agreements and all invoices, receipts and vouchers relating to Eligible Expenditures; and
- (c) keep records of all Sub-Project-related activity, progress and evaluation reports and reports of Sub-Project reviews or audits carried out by, or on behalf of, the Sub-Agreement Holder.

9.2 The Sub-Agreement Holder shall retain the books and records referred to in section 9.1 for a period of six (6) years following the Sub-Project Period.

## **10.0 THE CITY'S AND CANADA'S RIGHT TO AUDIT**

10.1 Subject to any and all applicable law, during the Sub-Project Period and for a period of six (6) years thereafter, the Sub-Agreement Holder shall, upon request, grant representatives of the City or Canada access to the books and records referred to in section 9.0 for the purpose of conducting an audit to verify compliance with the terms and conditions of this Agreement and verify expenses claimed by the Sub-Agreement Holder as Eligible Expenditures. The Sub-Agreement Holder shall permit the City's or Canada's representative(s) to take copies and extracts from such accounts and records. The Sub-Agreement Holder shall also provide the City or Canada with such additional information as the City or Canada may require with reference to such books and records.

## **11.0 FINANCIAL AND ACTIVITY MONITORING**

11.1 During the Sub-Project Period, the Sub-Agreement Holder shall grant representatives of the City or Canada reasonable access to the Sub-Project site and business premises of the Sub-Agreement Holder, if different from the Sub-Project site, and to all Sub-Project-related books and records referred to in section 9.0 at all reasonable times for the purpose of conducting periodic financial and activity monitoring reviews of the Sub-Project. The Sub-Agreement Holder shall also, upon request, provide representatives of the City or Canada with copies and extracts from such books and records.

## **12.0 INQUIRY BY THE AUDITOR GENERAL OF CANADA**

12.1 If, during the Sub-Project Period or within a period of six years thereafter, the Auditor General of Canada, in relation to an inquiry conducted under subsection 7.1(1) of the *Auditor General Act* [R.S.C. 1985, c. A.17], requests that the City or the Sub-Agreement Holder provide them with any records, documents or other information pertaining to the utilization of the funding provided under this Agreement, the Sub-Agreement Holder shall provide to the City or to the Auditor General of Canada the records, documents or other information within such period of time as may be reasonably requested in writing by the Auditor General of Canada.

## **13.0 FINAL REPORT**

13.1 Unless the Sub-Agreement Holder is required under a schedule to this Agreement to provide another, more specific, final report outlining the results of the Sub-Project, the Sub-Agreement Holder shall provide the City with a final report that summarizes the Sub-Project scope, describes the results achieved, explains any discrepancies between the results and the planned or expected results and contains such other information as the City may specify in writing to the Sub-Agreement Holder. The Sub-Agreement Holder shall provide the City with the final report by April 15<sup>th</sup> following the Sub-Project Period.

## **14.0 EVALUATION**

14.1 The Sub-Agreement Holder agrees to cooperate with the City in the conduct of any evaluation of the Sub-Project and/or the Program named in this agreement that the City or Canada may carry out during the Sub-Project Period or within a period of three years thereafter. Without limiting the generality of the foregoing, if requested by the City or Canada to do so for the purpose of conducting an evaluation, the Sub-Agreement Holder agrees to:

(a) participate in any survey, interview, case study or other data collection exercise initiated by the City or Canada; and

(b) subject to section 14.2, provide the City or Canada with contact information of the Sub-Project partner organizations, if any, who participated in the Sub-Project, and of the members of the board of directors of the Sub-Agreement Holder.

14.2 The Sub-Agreement Holder shall provide the City or Canada with the contact information of a person (name, address, phone number and e-mail address) referred to in paragraph 14.1(b) only if the person has given their written consent to the release of the information to the City or Canada. The Sub-Agreement Holder agrees to make all reasonable efforts to secure such consent during the Sub-Project Period. When providing a person's contact information to the City or Canada, the Sub-Agreement Holder shall provide the City or Canada with an accompanying written statement certifying that the person has given their consent to the sharing of their contact information with the City or Canada.

## **15.0 CONTRACTING PROCEDURES**

### *Contracting*

15.1(1) Subject to subsection (2), the Sub-Agreement Holder shall use a fair and accountable process, involving soliciting a minimum of three bids or proposals, when procuring goods and services from contractors in relation to the Sub-Project. The Sub-Agreement Holder shall select the bid or proposal offering the best value.

(2) The requirement under subsection (1) shall apply, unless otherwise authorized in writing by the City, to all goods or services contracts valued at \$25,000 or more (including taxes and duties). The Sub-Agreement Holder must not unnecessarily divide a requirement for goods or services into a number of smaller contracts to avoid this requirement.

### *Restrictions Regarding Non Arms-Length Contracts*

15.2(1) Unless otherwise authorized in writing by the City, all goods or services contracts, regardless of their value, entered into in relation to the Sub-Project between the Sub-Agreement Holder and:

- (a) an officer, director or employee of the Sub-Agreement Holder;
- (b) a member of the immediate family of an officer, director or employee of the Sub-Agreement Holder;
- (c) a business in which an officer, director or employee of the Sub-Agreement Holder, or a member of their immediate family, has a financial interest; or
- (d) a business which is related to, or associated or affiliated with, the Sub-Agreement Holder;

require the prior written approval of the City. In any such contract, the Sub-Agreement Holder shall ensure that the City has a right of access to the relevant records of the supplying entity for the purpose of verifying, if necessary, the amount of the expenditure claimed by the Sub-Agreement Holder in relation to a contract referred to in this subsection.

(2) In this section, "immediate family" means the father, mother, step-father, step-mother, brother, sister, spouse (including common law partner), child (including child of common law partner), step-child, ward, father in law, mother in law or relative permanently residing in the household of the officer, director or employee.

### *Restrictions Regarding Sub-contracting of Sub-Agreement Holder Duties or Responsibilities*



15.3 The Sub-Agreement Holder shall not subcontract the performance of any of its duties or responsibilities in managing the Sub-Project to another party without the prior written consent of the City unless the Sub-Agreement Holder has already indicated in the approved Sub-Project Description attached as Schedule A to this Agreement that it intends to use a subcontractor or subcontractors to perform those duties or responsibilities.

## **16.0 TERMINATION OF AGREEMENT**

### *Termination for Default*

16.1(1) The following constitute Events of Default:

- (a) the Sub-Agreement Holder becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of the statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Sub-Agreement Holder;
- (b) the Sub-Agreement Holder ceases to operate;
- (c) the Sub-Agreement Holder is in breach of the performance of, or compliance with, any provision of this Agreement;
- (d) the Sub-Agreement Holder, in support of its application for the City's contribution or in connection with this Agreement, has made materially false or misleading representations, statements or declarations, or provided materially false or misleading information to the City; or
- (e) in the opinion of the City, there is a material adverse change in risk in the Sub-Agreement Holder's ability to complete the Sub-Project or to achieve the expected results of the Sub-Project set out in Schedule A.

(2) If

- (a) an Event of Default specified in paragraph (1)(a) or (b) occurs; or
- (b) an Event of Default specified in paragraphs (1)(c), (d) or (e) occurs and has not been remedied within thirty (30) days of receipt by the Sub-Agreement Holder of written notice of default, or a plan satisfactory to the City to remedy such Event of Default has not been put into place within such time period,

the City may, in addition to any remedies otherwise available, immediately terminate the Agreement by written notice. Upon providing such notice of termination, the City shall have no obligation to make any further contribution to the Sub-Agreement Holder.

(3) In the event the City gives the Sub-Agreement Holder written notice of default pursuant to paragraph (2)(b), the City may suspend any further payment under this Agreement until the end of the period given to the Sub-Agreement Holder to remedy the Event of Default.

(4) The fact that the City refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon the City shall not prevent the City in any way from later exercising any other right or remedy under this Agreement or other applicable law.

### *Termination for Convenience*

16.2 The City may also terminate this Agreement at any time without cause upon not less than sixty (60) calendar days written notice of intention to terminate.

### *Obligations Relating to Termination under section 7.1 or 16.2 and Minimizing Cancellation Costs*

16.3 In the event of a termination notice being given by the City under section 7.1 or 16.2,

- (a) the Sub-Agreement Holder shall make no further commitments in relation to the Sub-Project and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto; and
- (b) all Eligible Expenditures incurred by the Sub-Agreement Holder up to the date of termination will be paid by the City, including the Sub-Agreement Holder's costs of, and incidental to, the cancellation of obligations incurred by it as a consequence of the termination of the Agreement; provided always that payment and reimbursement under this paragraph shall only be made to the extent that it is established to the satisfaction of the City that the costs mentioned herein were actually incurred by the Sub-Agreement Holder and the same are reasonable and properly attributable to the termination of the Agreement.

16.4 The Sub-Agreement Holder shall negotiate all contracts related to the Sub-Project, including employment contracts with staff, on terms that will enable the Sub-Agreement Holder to cancel same upon conditions and terms which will minimize to the extent possible their cancellation costs in the event of a termination of this Agreement. The Sub-Agreement Holder shall cooperate with the City and do everything reasonably within its power at all times to minimize and reduce the amount of the City's obligations under section 16.3 in the event of a termination of this Agreement.

## **17.0 RESERVED**

## **18.0 INSURANCE AND INDEMNIFICATION**

18.1 On the signing of this Agreement and within thirty (30) calendar days after any subsequent change or renewal of its insurance coverage, the Sub-Agreement Holder shall provide the City with evidence that it has obtained the insurance coverage required under section 18.1. The Sub-Agreement Holder shall notify the City forthwith of any lapse or termination of any such insurance coverage.

Throughout the term of this Agreement, the Sub-Agreement Holder shall maintain commercial general liability insurance on an occurrence basis for an amount of not less than Five Million Dollars (\$5,000,000) and shall include the City as an additional insured with respect to the Funded Agencies' errors 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.

The Sub-Agreement Holder shall submit a completed standard Insurance Certificate (Form #0788), and shall provide the City with a minimum of thirty days' notice in advance of cancellation of such insurance.

The City reserves the right to request such higher limits of insurance or other types of policies appropriate to this Agreement as it may reasonably require.

Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement.

18.2 The Sub-Agreement Holder undertakes and agrees to defend and indemnify and save Canada and the City and hold the City harmless, at the Sub-Agreement Holder's sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that the City may sustain or incur by reason of:

- (i) any breach of this Agreement by any of the Sub-Agreement Holder, the Sub-Agreement Holder's employees or persons for whom the Sub-Agreement Holder is at law responsible;
- (ii) any loss or misuse of funds held by the Sub-Agreement Holder as described in this Agreement;
- (iii) the acts or omissions of the Sub-Agreement Holder, the Sub-Agreement Holder's employees or any person for whom the Sub-Agreement Holder is at law responsible in performing Services or otherwise carrying on the Sub-Agreement Holder's business, including any damage to any and all persons or property,

whether deliberate, accidental or through negligence, and all tickets, fines or penalties;

(iv) any claim or finding that any of the Sub-Agreement Holder, the Sub-Agreement Holder's employees or persons for whom the Sub-Agreement Holder 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

(v) 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, by virtue of any of the following being considered to be an employee of the City, from the Sub-Agreement Holder, the Sub-Agreement Holder's employees or others for whom the Sub-Agreement Holder is at law responsible in connection with the performance of Services or otherwise in connection with the Sub-Agreement Holder's business.

18.3 At its sole discretion, the City may, at any time require that the Sub-Agreement Holder obtain and maintain a Blanket Position insurance policy or equivalent Fidelity Bond. (See Schedule D).

## **19.0 RELATIONSHIP BETWEEN THE PARTIES AND NON-LIABILITY OF THE CITY**

19.1 The management and supervision of the Sub-Project are the sole and absolute responsibility of the Sub-Agreement Holder. The Sub-Agreement Holder 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 responsibility is limited to providing financial assistance to the Sub-Agreement Holder 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 Sub-Agreement Holder is not an agent, employee or partner of the City. The Sub-Agreement Holder shall not represent itself as an agent, employee or partner of the City.

19.2 Nothing in this Agreement creates any undertaking, commitment or obligation by the City respecting additional or future funding of the Sub-Project beyond the Sub-Project Period, or that exceeds the maximum contribution specified in Schedule B. The City shall not be liable for any loan, capital lease or other long-term obligation which the Sub-Agreement Holder may enter into in relation to carrying out its responsibilities under this Agreement or for any obligation incurred by the Sub-Agreement Holder toward another party in relation to the Sub-Project.

## **20.0 CONFLICT OF INTEREST**

20.1 No current or former public servant or public office holder to whom the *Conflict of Interest Act* [S.C. 2006, c. 9, s.2], the *Policy on Conflict of Interest and Post-Employment* or the *Values and Ethics Code for the Public Service* applies shall derive a direct benefit from the Agreement unless the provision or receipt of such benefit is in compliance with the said legislation or codes.

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

## **21.0 INFORMING CANADIANS OF THE GOVERNMENT OF CANADA'S CONTRIBUTION**

21.1 The Sub-Agreement Holder shall allow Canada or the City sixty (60) days from the date of signature of the agreement to announce the Project or Sub-Project. During this 60 day period, the Sub-Agreement Holder shall not make any public announcements of funding, deferring all questions to Canada or the City. After the expiry of the 60 day period, the Sub-Agreement Holder may begin its own communication activities for the Sub-Project.

21.2 The Sub-Agreement Holder shall notify the City twenty (20) working days in advance of any initial and subsequent official ceremonies related to the announcement of the funding and promotion of the Sub-Project. The City reserves the right to approve the time, place and agenda of the ceremony.

21.3 The Sub-Agreement Holder shall notify the City fifteen (20) working days in advance of any and all communications activities, publications, advertising and press releases planned by the Sub-Agreement Holder or by a third party with whom it has an agreement relating to the Sub-Project.

21.4 The Sub-Agreement Holder shall ensure that in any and all communication activities, publications, advertising and press releases regarding the Sub-Project, recognition, in terms and in a form and manner satisfactory to the City, are given to the City's financial assistance to the Sub-Project.

21.5 The Sub-Agreement Holder agrees to display such signs, plaques or symbols as Canada or the City may provide in such locations on its premises as Canada or the City may designate.

21.6 The Sub-Agreement Holder shall cooperate with representatives of Canada or the City during any official news release or ceremonies relating to the announcement of the Sub-Project.

## **22.0 ACCESS TO INFORMATION**

22.1 The Sub-Agreement Holder acknowledges that the City is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M.56 ("MFIPPA"), and information obtained by the City pertaining to this Agreement may be disclosed by the City to the public upon request under MFIPPA. The Sub-Agreement Holder further acknowledges that Canada is subject to the *Access to Information Act* [RSC 1985, Chapter A-1], and information obtained by Canada pertaining to this Agreement may be disclosed by Canada to the public upon request under the *Access to Information Act*.

## **23.0 PROACTIVE DISCLOSURE**

23.1 The Sub-Agreement Holder acknowledges that the name of the Sub-Agreement Holder, the amount of the contributions and the general nature of the Sub-Project and Sub-Project may be made publicly available by Canada or the City in accordance with the Government of Canada's commitment to proactively disclose the awarding of grants and contributions.

## **24.0 DISPOSITION OF CAPITAL ASSETS**

24.1 During the Sub-Project Period, the Sub-Agreement Holder shall preserve any capital asset purchased by the Sub-Agreement Holder with funding provided under this Agreement and shall not dispose of it unless the City authorizes its disposition.

24.2 At the end of the Sub-Project Period, or upon termination of this Agreement, if earlier, the City reserves the right to direct the Sub-Agreement Holder to dispose of any capital asset purchased by the Sub-Agreement Holder with funding provided under this Agreement by:

- (a) selling it at fair market value and applying the funds realised from such sale to offset the City's contribution to the Eligible Expenditures;
- (b) turning it over to another organization or to an individual designated or approved by the City; or
- (c) disposing of it in such other manner as may be determined by the City.

24.3 Where the City elects to exercise its right under section 24.2, the Sub-Agreement Holder agrees to comply with the related direction provided by the City.

24.4 For the purposes of section 24.0, "capital asset" means any single item, or a collection of items which form one identifiable functional unit, that:

(a) is not physically incorporated into another product or not fully consumed by the end of the Sub-Project, and

(b) has a purchase or lease value of more than \$1,000 (before taxes),

but does not include land or buildings purchased or leased by the Sub-Agreement Holder in connection with the implementation of the Sub-Project.

## **25.0 INTELLECTUAL PROPERTY**

25.1 Where in the course of carrying out the Sub-Project, the Sub-Agreement Holder produces any work using funds provided by the City, Sub-Project the copyright in the work shall vest in the Sub-Agreement Holder. However, the Sub-Agreement Holder hereby grants to Canada and the City a non-exclusive, irrevocable and royalty free license to use, translate, adapt, record by any means or reproduce, except for commercial sale in competition with the Sub-Agreement Holder, any such work which is produced by the Sub-Agreement Holder.

25.2 The license granted under section 25.1 shall be for the duration of the copyright and shall include:

(a) the right to sub-license the use of the work to any contractor engaged by the City solely for the purpose of performing contracts with the City; and

(b) the right to distribute the work as long as the distribution does not undermine any commercial use of the work intended by the Sub-Agreement Holder.

25.3 The Sub-Agreement Holder agrees to execute any acknowledgements, agreements, assurances or other documents deemed necessary by the City to establish or confirm the license granted under section 25.1.

25.4 Additionally, with respect to any work licensed under section 25.1, the Sub-Agreement Holder:

(a) warrants that the work shall not infringe on the copyrights of others;

(b) agrees to indemnify and save harmless the City and Canada from all costs, expenses and damages arising from any breach of any such warranty; and

(c) shall include an acknowledgment, in a manner satisfactory to Canada or the City, on any work which is produced by it with funds contributed by Canada or the City under this Agreement, acknowledging that the work was produced with funds contributed by Canada or the City and identifying the Sub-Agreement Holder as being solely responsible for the content of such work.

25.5 The Sub-Agreement Holder shall include in the final report for the Sub-Project, which the Sub-Agreement Holder is required to submit to the City under the terms of this Agreement, a copy of any work licensed under section 25.1.

## **26.0 NOTICES**

26.1 Any notices to be given and all reports, information, correspondence and other documents to be provided by either party under this Agreement shall be given or provided by personal delivery, mail, courier service, fax or email at the postal address, fax number or email address, as the case may be, of the receiving party as shown in Schedule A. If there is any change to the postal address, fax number or email address or contact person of a party, the party concerned shall notify the other in writing of the change as soon as possible.

26.2 Notices, reports, information, correspondence and other documents that are delivered personally or by courier service shall be deemed to have been received upon delivery, or if sent by mail five (5) working days after the date of mailing, or in the case of notices and documents sent by fax or email, one (1) working day after they are sent.

## **27.0 DISPUTE RESOLUTION**

27.1 In the event of a dispute arising under the terms of this Agreement, the Parties agree to make a good faith attempt to settle the dispute. In the event that the Parties are unable to resolve the dispute through negotiation, they agree to give good faith consideration to resorting to other alternate dispute resolution processes to resolve the dispute. However, the Parties agree that nothing contained in this section shall affect, alter or modify the rights of either Party to terminate the Agreement.

## **28.0 ASSIGNMENT OF THE AGREEMENT**

28.1 The Sub-Agreement Holder shall not assign this Agreement or any part thereof without the prior written consent of the City.

## **29.0 SUCCESSORS AND ASSIGNS**

29.1 This Agreement is binding upon the parties and their respective successors and assigns.

## **30.0 COMPLIANCE WITH LAWS**

30.1 The Sub-Agreement Holder shall carry out the Sub-Project in compliance with all applicable federal, provincial and municipal laws, by-laws and regulations, including any environmental legislation and legislation related to protection of information and privacy. The Sub-Agreement Holder shall obtain, prior to the commencement of the Sub-Project, all permits, licenses, consents and other authorizations that are necessary to the carrying out of the Sub-Project.

30.2 The Sub-Agreement Holder acknowledges that the City is in no way liable for the failure of the Sub-Agreement Holder to comply with any laws, by-laws or regulations.

## **31.0 APPLICABLE LAW**

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

## **32.0 AMENDMENT**

32.1 This Agreement may be amended by mutual consent of the parties. To be valid, any amendment to this Agreement shall be in writing and signed by the parties.

## **33.0 UNINCORPORATED ASSOCIATION**

33.1 If the Sub-Agreement Holder is an unincorporated association, it is understood and agreed by the persons signing this Agreement on behalf of the Sub-Agreement Holder that in addition to signing this Agreement in their representative capacities on behalf of the members of the Sub-Agreement Holder, they shall be personally, jointly and severally liable for the obligations of the Sub-Agreement Holder under this Agreement, including the obligation to pay any debt that may become owing to the City under this Agreement.

## **34.0 COUNTERPARTS**

34.1 This Agreement may be executed in counterparts, each of which shall be deemed an original but both of which taken together shall constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

**SIGNATURES**

SIGNED ON BEHALF OF THE CORPORATION OF THE CITY OF LONDON BY THE  
MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME.

**For the City:**

**THE CORPORATION OF THE CITY OF LONDON**

Date:\_\_\_\_\_

\_\_\_\_\_  
Sandra Datars Bere  
Managing Director,  
Housing, Social Services and Dearness Home

**For Sub-Agreement Holder, by the following authorized officer(s):**

**AGENCY**

Date:\_\_\_\_\_

\_\_\_\_\_  
\*(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
\*(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

\*I/We have authority to bind the Corporation.

REACHING HOME: CANADA’S HOMELESSNESS STRATEGY  
FUNDING AGREEMENT

INSERT FUNDING START DATE AND END DATE HERE  
SCHEDULE A

SUB-PROJECT DESCRIPTION

NAME OF SUB-AGREEMENT HOLDER:
PROJECT TITLE:

Agreement Holder		The City	
Complete Mailing Address:		Complete Mailing Address:	
		The Corporation of the City of London 355 Wellington Street, PO Box 5045 London, ON N6A 4L9	
Primary Contact:	Secondary Contact:	Primary Contact:	Secondary Contact:
Telephone Number:	Telephone Number:	Telephone Number:	Telephone Number:
Fax Number:	Fax Number:	Fax Number:	Fax Number:
Email address:	Email address:	Email address:	Email address:

PROJECT START DATE	PROJECT END DATE	Total Number of Participants: (if applicable)	

PROJECT NAME:
---------------

1. Preamble

1.1 The Government of Canada, Reaching Home: Canada’s Homelessness Strategy (Reaching Home) offers a community-based funding program, which is aimed at preventing and reducing homelessness. REACHING HOME applies a **Housing First** approach, providing support and funding to communities across Canada.

The funding available under Reaching Home is for the period INSERT DATE. This contract, with all its terms and conditions, will terminate on INSERT DATE. There is no assumption of continued funding beyond INSERT DATE.

All Sub-Projects or programs funded under Reaching Home must: fall under **London’s Homeless Prevention System’s** areas of focus: Securing Housing; Housing with Support; Housing Stability; Shelter Diversion; and, Strategy, Capacity and Competency; apply a **Housing First** philosophy and approach; and be action-oriented, accountable and measureable.

1.2 **Housing First** is an evidence based approach aimed at securing housing and providing support for individuals and families who have experienced homelessness. From the stability of their own home, individuals and families can begin to address the often complex and co-occurring issues that led them to their path of homelessness and achieve overall improved health and housing outcomes.



## **2. Homeless Prevention Implementation System for London**

London's Homeless Prevention System Implementation Plan<sup>1</sup> (Implementation Plan) was introduced in 2013, and has been approved by all orders of government and the London Homeless Coalition. This Implementation Plan focuses on applying a Housing First approach to address, reduce and prevent homelessness in London.

The primary goal for the Implementation Plan is to assist individuals and families experiencing homelessness or at risk of homelessness to achieve housing stability through a coordinated and integrated individual and family centered approach. This Implementation Plan concentrates on delivering actionable and measurable solutions in purposeful and strategic ways with community-level results, consistent service delivery and information management.

### **The Vision to Address, Reduce and Prevent Homelessness in London**

The City of London Homeless Prevention System is a coordinated and integrated individual and family centered housing stability approach that is outcome focused and designed to address, reduce and prevent homelessness in London.

### **Principles of the Homeless Prevention System in London**

The following principles inform the actions to be undertaken:

- Housing First
- Homelessness is a solvable problem
- Individual and family centered
- Community engaged
- Partnership based
- London driven
- Neighbourhood based
- Inclusive
- Fiscally responsible
- Outcome focused

### **Indicators of Success**

The Homeless Prevention Implementation Plan identifies as follows the indicators of success for individuals and families, the system and services. The City of London measurements are:

Individuals and families will:

- Reside in stable housing
- Experience improvements in their health, nutrition, levels of stress, sleep, quality of life, personal safety and/or mental health/addiction recovery
- Have fewer hospital emergency department visits, psychiatric and emergency shelter admissions, police involvement and/or less time spent in custody and in emergency shelters
- Develop sustainable positive relationships in the community

The System will:

- Increase and develop efficient, attainable, scattered and diverse housing stock
- Integrate early, readily available housing with social and health care supports
- See a reduction in the number of individuals and families becoming homeless
- Improve the economic costs of resolving homelessness
- Reduce pressures on emergency shelter use
- Decrease use of homeless related services within the City of London

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<sup>1</sup> City of London, Homeless Prevention, Neighbourhood, Children and Fire Services. (2013) A Homeless Prevention System for London Ontario: A Three Year Implementation Plan  
<https://www.london.ca/residents/homeless-prevention/Pages/default.aspx>

Services will:

- Experience an increase in the capacity of staff to respond to participant needs through training and professional development
- Experience improved coordination of chronic or episodically homeless individuals/families each year
- Experience improved efficiencies with coordinated and optimized resources

Service Providers will observe the principles and work towards achieving the outcomes and indicators of success as set out in London's Homeless Prevention System Implementation Plan approved by Municipal Council on April 30, 2013.

Service Providers will operate from a Housing First and people-centred approach.

### **3. Homeless Management Information System (HMIS)**

The City of London has implemented a shared database system to be used by all homeless serving organizations funded by the City of London. Homeless Management Information Systems (HMIS) are used to collect demographic and service information about individuals and families experiencing homelessness. Communities use and analyze the gathered information to identify emerging trends, identify gaps in services, and generating reports for agencies, funders, and local, provincial, and federal levels of government.

Organizations entering into this agreement recognize that the Implementation Plan for the London Homeless Prevention System guides the program, services and overall operations. This includes, and is not limited to, using the HMIS known as the Homeless Individuals and Families Information System (HIFIS) according to the London Homeless Management Information System Hosting Agreement, the Inter-Organization Information Sharing Agreement, and the policies and practices developed from time to time by the London Homeless Prevention Network and/or the City of London.

### **4. Project Objective:**

### **5. Activities:**

### **6. Evaluation:**

### **7. Beneficiaries:**

The primary beneficiaries are

### **8. Reporting:**

### **9. General:**

Any staff funded under this Sub-Project will attend relevant Housing First, SPDAT (Service Prioritization Decision Assistance Tool) and other planned/sponsored training by the City of London, and will attend other events as identified. Other team members of the Sub-Agreement Holder, including senior management, are encouraged to attend the training and share/implement this information within the organization.

The Service Prioritization Decision Assistance Tools (SPDAT, VI-SPDAT) will be completed with individuals/families to determine acuity and support needs, within a pre-determined schedule that matches Housing First practices.

SIGNATURES		
<div>SUB-AGREEMENT HOLDER</div>	<div>SUB-AGREEMENT HOLDER</div>	<div>THE CITY</div>
<div>DATE</div>	<div>DATE</div>	<div>DATE</div>

**REACHING HOME: CANADA’S HOMELESSNESS STRATEGY  
FUNDING AGREEMENT**

**INSERT FUNDING START AND END DATE HERE**

**SCHEDULE B**

**FINANCIAL PROVISIONS**

LEGAL NAME OF SUB-AGREEMENT HOLDER:
PROJECT TITLE:

**1.0 MAXIMUM CONTRIBUTION OF THE CITY**

1.1 The total maximum amount of the City’s contribution towards the Eligible Expenditures of the Sub-Project for fiscal year INSERT DATES is up to \$<insert amount> and is subject to change based on outcomes, fiscal demands and financial expenditures and forecasts.

**2.0 INTEREST EARNED ON CONTRIBUTION**

2.1 If, under section 9.0 of this Schedule, the City has made payment of its contribution by way of advances, and if the amount of interest earned on the advance payments is in excess of one hundred dollars (\$100), such interest is deemed to be part payment of the City’s contribution and will be taken into account in the calculation of the final payment by the City, or repayment by the Sub-Agreement Holder, as may be appropriate in the circumstances.

**3.0 REPAYMENT REQUIREMENTS**

3.1 In the event payments made to the Sub-Agreement Holder exceed the amount to which the Sub-Agreement Holder is entitled under this Agreement, the amount of the excess is a debt owing to the City and shall be promptly repaid to the City upon receipt of notice to do so. Without limiting the generality of the foregoing, amounts to which the Sub-Agreement Holder is not entitled include the amount of any payments:

- (a) made in error;
- (b) made for costs in excess of the amount actually incurred for those costs; and
- (c) that were used for costs that were not eligible for reimbursement under the Agreement.

3.2 Interest shall be charged on overdue repayments as determined by the City Treasurer.

3.3 The Sub-Agreement Holder acknowledges that where an instrument tendered in payment or settlement of an amount due to the City under section 3.1 is, for any reason, dishonoured, an administrative charge of \$15 is payable by the Sub-Agreement Holder to the City.

**4.0 ELIGIBLE/INELIGIBLE COSTS**

**Eligible Housing First Homeless Prevention Administrative costs under Sub-Projects include:**

**Administrative Costs of Sub-Projects not to be greater than 10% of Sub-Project/program**

Eligible administrative costs include, but are not limited to:

- Non-rebated portion of the Harmonized Sales Tax (HST)
- Wages and MERCS for administrative staff subject to meeting the Government of Canada and Province of Ontario employment and labour standards;
- Fringe benefits;
- Administrative support and supplies;
- Licenses, permits and fees for professional service;
- Disability needs; banking fees and interest charges;
- Banking fees and interest charges; and,
- Utilities, office supplies, travel, insurance, rental of office space, leasing or purchase of office equipment, costs of audits, evaluations and assessments.

**Ineligible Housing First Homeless Prevention Activities and Costs under Sub-Projects include:**

- The cost of Housing First training events that are provided by the City of London;
- Any capital including building, purchasing, renovating or repurposing new or existing facilities for affordable housing or emergency shelters;
- Core functions of an Assertive Community Treatment (ACT) team (e.g. provision of direct medical/clinical services to clients;
- Emergency Shelter beds;
- Emergency housing funding (e.g. rent subsidies, housing allowances) when the client is supported by existing provincial/territorial and municipal rent subsidies programs
- Direct income support to individuals who are homeless, at risk or at imminent risk of homelessness;
- Medical/clinical staff;
- Clinical health and treatment services;
- Daycare;
- Alcoholic beverages;
- Services that do not directly support individuals or families who are homeless or at risk of homelessness;
- Advocacy and lobbying activities towards elected representatives;
- Public Education (e.g. education tuition, teaching salary); and,
- Software development and/or purchase of hardware for the collection and/or management of homelessness data that results in an inability to participate in the National Homeless Information System (NHIS) initiative; and that constitutes a redundant use of funds and duplicates activities already offered through the Homeless Individuals and Families Information System (HIFIS) software. For example: purchasing alternative software that performs similar functions to the HIFIS software.

## **5.0 OTHER SOURCES OF FUNDING**

5.1 The Sub-Agreement Holder agrees to declare to the City all source of funding for the activities under this Sub-Project.

5.2 The Sub-Agreement Holder agrees to inform the City promptly in writing of any change to the declaration made under section 5.1.

5.3 The Sub-Agreement Holder agrees that where there is a change to the declaration made in section 5.1, the City may, in its discretion, reduce the amount of its maximum contribution to the Sub-Project by such amount, not exceeding the amount of the change in assistance received, that it considers appropriate.

5.4 If the amount of the City's contribution already paid to the Sub-Agreement Holder exceeds the reduced maximum contribution, as determined under section 5.3, the amount of the excess shall be deemed to be an amount to which the Sub-Agreement Holder is

not entitled and shall be repaid to the City in accordance with section 3.0 of this Schedule (Repayment Requirements).

5.5 Upon completion of the Sub-Project, and if the amount set out in section 1.1 is in excess of \$100,000, the Sub-Agreement Holder agrees to provide the City with a statement identifying the total funding provided from all sources for the Sub-Project, including total funding received for the Sub-Project from federal, provincial/territorial and municipal governments.

6.0 SUB-PROJECT BUDGET

6.1 The following is the Sub-Project Budget for INSERT START AND END DATE

Cost Categories	Approved Budget (Reaching Home)	Comments
A. REVENUE AMOUNT		
B. EXPENSES		
B.1 Staff Salaries and Benefits		
B.2 Participant Expenses		
B.2 Subtotal Participant Expenses		
B.3 Operating Expenses		
B.3 Subtotal Operating Expenses		
C. Total Operating Expenses		
D. Admin (if applicable)		
E. TOTAL PROGRAM COSTS		

Budget notes:

**Harmonized Sales Tax (HST)** Only the non-rebated portion of HST is an eligible expense and can be claimed.

**Staff Wages** means any wages/salary paid by the Sub-Agreement Holder to, or on behalf of, any employee of the Sub-Agreement Holder working directly on the Sub-Project. Wages are broken down by position/role not person.

**Total Mandatory Employment Related Costs and Benefits for all Positions:** MERCS which refer to payments an employer is required by law to make in respect of its employees such as EI, and CPP/QPP premiums, workers compensation premiums, vacation pay, Employer Health Tax; and Benefits which refer to payments an employer is required to make in respect of its employees by virtue of company policy or a collective agreement. Examples of Benefits include contributions to a group pension plan or premiums towards a group insurance plan.

**Total Staff costs** are the total costs of staff wages, MERCs and Benefits for all positions.

**Administration costs:** are general administration–type costs, normally incurred by an organization to enable effective delivery of the program/Sub-Project. These include costs such as rent, phone/fax, postage/courier, office supplies, internet/website, bank charges, office moving expenses, office cleaning, security system, garbage removal/recycling, publication purchases, equipment maintenance and membership fees that are proportional to the Sub-Project. Administration cannot be more than 10% of the funding request.

**Professional Fees** include contracting for goods and services such as bookkeeping, janitorial services, information technology, equipment maintenance services, security, legal and accounting if contracted to specifically to support the audit costs and legal fees.

**Travel** includes travel costs as per your agency's practice and policies for staff. Travel costs must not exceed the guidelines of the Treasury Board of Canada:

<http://www.njc-cnm.gc.ca/directive/d10/v238/s658/en>

**Project/program costs** are costs explicitly linked to the Sub-Project/programs activities, not including wages and MERCs, such as supplies and equipment to carry out an approved Sub-Project/program. Costs can include materials, supplies, Honoria, and participants' costs such as bus tickets.

## **7.0 BUDGET FLEXIBILITY**

7.1 The Sub-Agreement Holder may, except in cases specified in section 7.2, make adjustments to its allocation of funds between any of the cost categories identified in the Sub-Project Budget without having to obtain the City's approval, provided the adjustments do not result in an increase in the City's maximum contribution set out in section 1.1. However, where the Sub-Agreement Holder makes an adjustment allowed by this section, it shall notify the City promptly in writing of the adjustment.

7.2 The Sub-Agreement Holder must obtain the City's written approval prior to making an adjustment to the Sub-Project Budget that increases or decreases the subtotal amount budgeted for:

- (a) any cost category identified with an asterisk (\*) by any amount; or
- (b) any other cost category, by more than 10%.

7.3 Depending upon the extent and significance of the adjustments, written approval by the City of adjustments under section 7.2 may be required by the City to be documented by way of a formal amending agreement signed by both parties.

## **8.0 CONDITIONS GOVERNING THE ELIGIBILITY OF EXPENDITURES**

8.1 The expenditures set out in the Sub-Project Budget above are Eligible Expenditures for the purposes of this Agreement. The expenditures are subject to the following conditions:

- (a) expenditures must, subject to section 7.2, be incurred during the Sub-Project Period;
- (b) expenditures must, in the opinion of the City, be reasonable;
- (c) the portion of the cost of any travel, meals and accommodation costs that exceeds the rates for public servants set out in the National Joint Council of Canada's Travel Directive is not eligible for reimbursement;
- (d) the portion of hospitality costs that exceed the rates set out in the Directive on Travel, Hospitality, Conference and Event Expenditures, Appendix 2 of Canada's Treasury Board is not eligible for reimbursement;

- (e) the portion of the cost of any goods and services purchased by the Sub-Agreement Holder for which the Sub-Agreement Holder may claim a tax credit or reimbursement is not eligible for reimbursement;
- (f) depreciation of capital assets is not eligible for reimbursement;
- (g) fines and penalties are not eligible for reimbursement;
- (h) the costs of alcoholic beverages are not eligible for reimbursement;
- (i) costs associated with software development and/or the purchase of hardware for the collection and/or management of homelessness data that results in an inability to participate in the National Homelessness Information System initiative (NHIS); and that constitutes a redundant use of funds and duplicates activities already offered through the Homeless Individuals and Families Information System (HIFIS) software are not eligible for reimbursement.

8.2 If, under the terms of this Agreement, the Sub-Agreement Holder is required to provide to the City an audited annual financial report at the end of the Sub-Project Period, and if the cost of the audit is otherwise an Eligible Expenditure, the audit cost is an Eligible Expenditure notwithstanding that it is incurred outside the Sub-Project Period.

## 9.0 TERMS OF PAYMENT

9.1 Subject to section 8.2, the City will make payments of its contribution by way of progress payments. Each payment shall cover a monthly period (hereinafter referred to as the "Payment Period") during the Sub-Project Period.

9.2 (1) Subject to subsection (2), the City may, at any time and in its sole discretion,

- (a) change the basis of payments of its contribution to the Sub-Agreement Holder to advance payments for any period during the Sub-Project Period, or
- (b) change the Payment Period to a quarterly period, or
- (c) change both (a) and (b).

(2) Where the City decides to make a payment change pursuant to subsection (1), the City shall notify the Sub-Agreement Holder in writing of the change and of the period during which the change will be applicable.

(3) For the purposes of this Schedule,

**"progress payments"** means payments to reimburse the Sub-Agreement Holder for Eligible Expenditures after they have been incurred,

**"monthly period"** means a calendar month that falls within the Sub-Project Period or, if the calendar month falls only partially within the Sub-Project Period, such portion thereof, and

**"quarterly period"**, in relation to a series of consecutive three-month periods encompassing the Sub-Project Period and beginning on the first day of the calendar month determined by the City for purposes of administering this Agreement, means such a quarter that falls within the Sub-Project Period or, if the quarter falls only partially within the Sub-Project Period, such portion thereof.



9.3(1) Where the City makes payments of its contribution to the Sub-Agreement Holder by way of advances,

- (a) each advance shall cover the Sub-Agreement Holder's estimated financial requirements for each Payment Period. Such estimate shall be based upon a cash flow forecast that, in the opinion of the City, is reliable and up-to-date; and
- (b) if the amount of an advance payment for a Payment Period exceeds the actual amount of Eligible Expenditures incurred by the Sub-Agreement Holder 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.

(2) Where the City makes payments of its contribution to the Sub-Agreement Holder by way of progress payments, each progress payment shall cover the Sub-Agreement Holder's actual Eligible Expenditures incurred during the Payment Period as approved by the City following submission by the Sub-Agreement Holder of the financial claim for the Payment Period referred to in section 9.4.

9.4(1) Following the end of each Payment Period (monthly) of the Agreement, the Sub-Agreement Holder shall provide the City with a financial claim using a form provided by the City and signed/certified as true by an authorized official of the Sub-Agreement Holder containing:

- (a) a summary breakdown, per cost category in the Sub-Project Budget, of Eligible Expenditures incurred during the Payment Period;
- (b) an updated forecast of Sub-Project expenditures;
- (c) an activity report and the statistical data report (see Schedule C) describing the work completed on the Sub-Project during the Payment Period; and
- (d) all supporting documentation relative to the financial claim.

(2) The Sub-Agreement Holder shall submit the financial claim required under subsection (1) no later than,

- (a) if the Payment Period is monthly, 15 days following the Payment Period.
- b) if the Payment Period is quarterly, 15 days following the Payment Period.
- (c) April 15<sup>th</sup> for the fiscal year immediately prior for fiscal reporting.

9.5 (1) The City may withhold any advance payment due to the Sub-Agreement Holder under this Agreement:

- (a) if the Sub-Agreement Holder has failed to submit when due
  - (i) a financial claim under section 9.4; or
  - (ii) any other document required by the City under this Agreement; or
- (b) pending the completion of an audit of the Sub-Agreement Holder's books and records, should Canada or the City decide to undertake such an audit.

(2) The City may also withhold any progress payments due to the Sub-Agreement Holder under this Agreement:

- (a) if the Sub-Agreement Holder has failed to submit when due any other document required by the City under this Agreement; or
- (b) pending the completion of an audit of the Sub-Agreement Holder's books and records, should Canada or the City decide to undertake such an audit.

9.6 The City may retain a holdback of an amount up to 10% of its maximum contribution at the end of the Sub-Project Period pending:

- (a) receipt and verification by the City of a final financial claim for the last Payment Period where advances have been made,
- (b) receipt and acceptance by the City of the final report for the Sub-Project that the Sub-Agreement Holder is required to submit to the City under the terms of this Agreement, and
- (c) receipt of any other Sub-Project-related record that may be required by the City.

## 10.0 ANNUAL FINANCIAL REPORTS

10.1 (1) At the end of each "Reporting Period" during the Sub-Project Period, the Sub-Agreement Holder shall provide to the City a financial report, **by APRIL 15<sup>TH</sup> for the fiscal year immediately prior**, containing:

- (a) a statement setting out:
  - (i) the total amount received from the City under this Agreement during the Reporting Period;
  - (ii) the total revenue received from other sources for the Sub-Project during the Reporting Period, including cash and the value of in-kind contributions;
  - (iii) the total amount of GST/HST rebates and interest earned by the Sub-Agreement Holder during the Reporting Period on advances of the City's contribution if the amount of interest earned is in excess of one hundred dollars (\$100); and,
  - (iv) the amounts realized during the Reporting Period from the disposition of any capital assets that had been originally purchased with funds from the City's contribution under this Agreement, and
- (b) an itemized statement setting out, by expenditure category as per the Sub-Project Budget, the total amount of the expenditures incurred during the Reporting Period in relation to the Sub-Project and to the corresponding approved Investment Plan.

(2) For greater certainty, failure on the part of the Sub-Agreement Holder to submit financial reports within the timeframe specified under subsection (1) may result in the City withholding payment of an advance or progress payment in accordance with subsections 9.5 (1) or (2) of this Schedule or withholding payment of any holdback retained by the City in accordance with section 9.6 of this Schedule.

(3) For the purposes of this section, "Reporting Period" means each Fiscal Year that falls within the Sub-Project Period or, if the Fiscal Year falls only partially within the Sub-Project Period, such portion thereof.

10.2 Each financial report submitted to the City pursuant to section 10.1 shall be accompanied by such supporting documentation as may be requested by the City.

### ***Audit Requirement***

10.3 (1) Unless otherwise notified by the City in writing, the Sub-Agreement Holder shall engage an independent licensed public accountant to audit, in accordance with Canadian generally accepted auditing standards, each financial report required under section 10. The Sub-Agreement Holder's letter of audit engagement shall include the requirements set out under section 10 of the Sub-Project Funding Agreement.

(2) If requested by the City to do so, the Sub-Agreement Holder shall allow representatives of the City to discuss any audited financial report referred to in this section with the Sub-Agreement Holder's auditors. The Sub-Agreement Holder shall execute such directions, consents and other authorizations as may be required in order to permit its auditors to discuss the report with representatives of the City and provide any requested information to them in relation to the audit.

SIGNATURES		
<div>SUB-AGREEMENT HOLDER</div>	<div>SUB-AGREEMENT HOLDER</div>	<div>THE CITY</div>
<div>DATE</div>	<div>DATE</div>	<div>DATE</div>

**REACHING HOME: CANADA’S HOMELESSNESS STRATEGY  
FUNDING AGREEMENT  
INSERT DATES HERE**

**SCHEDULE C**

**ADDITIONAL CONDITIONS**

LEGAL NAME OF SUB-AGREEMENT HOLDER:
SUB-PROJECT TITLE:

**1.0 WORK PLAN**

- 1.1 For each Fiscal Year that falls within the Sub-Project Period or, if the Fiscal Year falls only partially within the Sub-Project Period, such portion thereof, the Sub-Agreement Holder shall provide to the City for approval a “Work Plan” outlining the activities and timelines to be undertaken by the Sub-Agreement Holder in implementing the Sub-Project during the Fiscal Period or part thereof. Each Work Plan shall be prepared in accordance with guidelines issued by the City. A monthly activity progress report will be submitted to the City by the 15<sup>th</sup> of the month for the previous month
- 1.2 The Sub-Agreement Holder’s approved Work Plan for the first Fiscal Year or part thereof of the Sub-Project Period is attached to and forms an integral part of Schedule A (Sub-Project Description) to this Agreement. The Work Plan for each subsequent Fiscal Year or part thereof shall be provided to the City for approval no later than thirty (30) days prior to the beginning of each Fiscal Year to which it relates. A fiscal activity progress report will be submitted to the City by April 15<sup>th</sup> for the year immediately prior. This report highlights the activities that have taken place to achieve the goal(s) and outcomes for the prior year as well as the achievements/challenges that occurred as a result of Reaching Home funded activities
- 1.3 The City will notify the Sub-Agreement Holder of its approval of each subsequent Work Plan no later than thirty (30) days following receipt of each plan. Upon approval, each subsequent Work Plan shall be attached to and form an integral part of Schedule A.
- 1.4 The Sub-Agreement Holder shall implement the Sub-Project in accordance with the approved Work Plans. The Sub-Agreement Holder shall not make any material change to an approved Work Plan without the written approval of the City.

**2.0 DISTRIBUTION OF FUNDING TOWARDS SUB-PROJECTS**

- 2.1 Reserved
- 2.2 (1) The Sub-Agreement Holder must demonstrate to the City that it applies sound financial management practices and respects the highest level of integrity.
- (2) Subject to subsection (3), a Sub-Project shall not be funded if a review, audit or investigation conducted by the federal government, the government of a province or a public body created under the law of a province in the previous 3 years concludes to irregularities in the organization’s financial management practices or raises integrity issues.
- (3) The restriction in subsection (2) does not apply if an organization demonstrates that the irregularities and issues have been resolved and that measures have been diligently put in place to prevent reoccurrence.
- 2.3 Reserved
- 2.4 Reserved

### ***Provision of Copies of Agreements and MOUs***

2.5 Upon request, the Sub-Agreement Holder shall provide Canada with a copy of this Agreement.

### ***Monitoring and Audit of Sub-Projects***

2.6 The Sub-Agreement Holder understands that the City is required in its agreement with Canada to exercise due diligence in the administration of its agreements with Sub-Agreement Holders. Without limiting the generality of the foregoing, in exercising due diligence, the City is required to take appropriate measures for ensuring compliance by Sub-Agreement Holders with the terms and conditions of the agreement. The Sub-Agreement Holder agrees that the City may take the certain actions in furtherance of this, including:

- (a) monitoring the Sub-Project through, as appropriate, periodic visits to the Sub-Project site or other means such as telephone calls and questionnaires,
- (b) undertaking periodic audits or inspections of financial records to verify that costs claimed by the Sub-Agreement Holder under the agreement were actually incurred and were in accordance with the agreement with them,
- (c) furnishing the Sub-Agreement Holder with necessary advice, support and training to assist it in carrying out the Sub-Project and in realizing the objectives and achieving the results of the Sub-Project,
- (d) where there are breaches of the agreement, taking appropriate measures to resolve the situation, including termination of the agreement with the Sub-Agreement Holder or legal action to enforce compliance with the agreement, and
- (e) making all reasonable efforts to recover any overpayments under the agreement.

2.7 The Sub-Agreement Holder authorizes the City to provide to Canada, upon Canada's request, a report of any monitoring review or audit of a Sub-Project undertaken by the City under section 2.6.

2.8 The Sub-Agreement Holder understands that the City is required by its agreement with Canada to cooperate with Canada in obtaining access to the Sub-Agreement Holder's financial records, and, if required by Canada, the City is required to take all necessary steps to enforce the City's and Canada's right of access to the Sub-Agreement Holder's records, including taking legal proceedings against the Sub-Agreement Holder.

## **3.0 REPORTING**

3.1 Reserved

### ***Results/Statistical Data Reporting***

3.2 The Sub-Agreement Holder will report to the City on a monthly basis, by the 15<sup>th</sup> of the month for the prior month, a monthly report of all activities, the payments made to support those activities, and statistical data, under the terms of the Sub-Project agreement. Staff of the Sub-Agreement Holder will attend all training sessions related to reporting requirements. Revised reporting forms will be sent to Sub-Agreement Holder under separate cover.

The Agreement Holder, at the time of signing the original funding agreement, shall submit a report of the results it expects in respect of the Program (hereinafter referred to as “Expected Results/Statistical Data Report”) no later than five days after the Sub-Project start date, including but not limited to:

- (a) Demographics of the target population (age, gender, populations of interest, special needs):
- (b) Number of individuals and families placed into permanent housing through a Housing First Approach:
- (c) Number of individuals and families placed into more stable housing:
- (d) Number of days to move Housing First Individuals and Families into permanent housing:
- (e) Number of Housing First individuals and families who:
  - a. Remain housed at 3 months
  - b. Remain housed at 6 months
  - c. Remain housed at 12 months
  - d. Remain housed at 24 months
  - e. Moved again within this period
  - f. Successfully exited the Housing First program
  - g. Returned to homelessness
  - h. Had changes in income by income source
  - i. Had positive income transitions by type
  - j. Started an education program
  - k. Started a part-time education program
  - l. Started a full-time education program
  - m. Started employment
  - n. Had positive employment transitions by type
  - o. Started a job skills training program
  - p. Started volunteer work
  - q. Engaged in recreational or cultural programs or services

3.3 The Sub-Agreement Holder shall provide to the City, for each Fiscal Year by April 15<sup>th</sup> for the year immediately prior or part thereof of their Sub-Projects, a Fiscal Statistical Data Report detailing the actual results achieved during the reporting period in respect of the Expected Results/Statistical Data Report submitted to the City pursuant to section 3.2. Each Fiscal Statistical Data Report shall be submitted to the City no later than April 15<sup>th</sup> for the year immediately prior. Monthly statistical data will be provided to the City by the 15<sup>th</sup> of the month for the prior month. Reporting requirements may be altered during the course of this funding agreement by the City.

Any change to the funding amount, expected outcomes, activities or end date of a Sub-Project will require a revised Expected Results Report. If a revision to an Annual Results Report of a Sub-Project is required, then the applicable reporting phase must be selected and relevant section updated. Revised Results Reports, expected or annual, are due to Canada within fourteen (14) calendar days following the approved change.

#### **4.0 RESERVED**

#### **5.0 ENVIRONMENTAL PROTECTION**

5.1 The Sub-Agreement Holder shall:

- (a) maintain and implement any and all environmental protection measures prescribed by Canada for ensuring that the harm to the environment resulting from the Sub-Project, if any, will remain minimal; and

- (b) ensure that all environmental protection measures, standards and rules relating to the Sub-Projects established by competent authorities are respected.

## **6.0 OFFICIAL LANGUAGES**

6.1 The Sub-Agreement Holder shall complete the French Language Services Report as per Schedule G, and shall:

- (a) make Sub-Project-related documentation and announcements (for the public and prospective Sub-Project participants, if any) in both official languages where applicable;
- (b) actively offer and provide in both official languages any Sub-Project-related services to be provided or made available to members of the public, where applicable;
- (c) encourage members of both official languages communities, including official language minority communities, to participate in the Sub-Project and its activities; and,
- (d) organize activities and provide its services, where appropriate, in such a manner as to address the needs of both official language communities.

## **7.0 FRAGRANCES AND SCENTED PRODUCTS IN THE WORKPLACE**

7.1 The Sub-Agreement Holder will not apply or wear fragrances or scented products in any City of London facility and agrees to comply with the City of London Scent Free Policy, included at the end of this Schedule C, including notifying staff/volunteers who may visit any City of London facility.

**City of London – Citi Plaza is a Scent Free Environment!**

**Policy**

On the recommendation of the Joint Health and Safety Committee and in response to the health concerns arising from exposure to scented products, Citi Plaza will continue to maintain a Scent-Free Environment policy for all employees, to minimize exposure to scented products which may affect individuals who have sensitivities or allergic reactions to chemicals in scented products.

The use of the following scented products will not be allowed within the building at any time: perfumes, colognes, scented lotions, hairsprays, antiperspirants, creams, sanitizers, soaps and air fresheners. Unscented product lines are available for antiperspirants, hairsprays, moisturizing lotions and creams, as well as many other personal care products.

Signs will be posted at the entrances of our City of London - Citi Plaza offices effective March 27, 2017 (previously, effective June 1, 2009, at Market Tower). Staff are encouraged to communicate the policy to clients and visitors.

Fragrance Free or Unscented - means that there have been no fragrances added to the cosmetic product, or that a masking agent has been added in order to hide the scents from the other ingredients in the cosmetic.

**Applicability**

All City of London staff who work at Citi Plaza.

**Implementation**

The City of London staff in Citi Plaza will endeavor to make Citi Plaza scent-free. In order to meet this obligation we will:

1. Advise all staff and visitors entering the facility to avoid scented products.
2. Post signage throughout Citi Plaza that alerts staff and visitors of our scent-free environment.
3. Educate staff about the health effects of scented products and the Citi Plaza policy. This will occur through departmental/divisional/team meetings. For new staff, review of this policy will be a component of orientation.
4. Develop processes to manage specific departmental issues (use existing guideline).
5. It is the expectation that management enforce this policy as necessary. Staff are expected to comply. Once the education/orientation sessions have occurred, staff that operate in contradiction of this policy will be asked not to wear the product or to wash it off.

**Review**

This policy will be reviewed annually by the Joint Health and Safety Committee in Market Tower.

*Revised 20.3.2017*

SIGNATURES		
<hr/> SUB-AGREEMENT HOLDER	<hr/> SUB-AGREEMENT HOLDER	<hr/> THE CITY
<hr/> DATE	<hr/> DATE	<hr/> DATE




SCHEDULE D

BLANKET INSURANCE POLICY OR EQUIVALENT FIDELITY BOND

LEGAL NAME OF SUB-AGREEMENT HOLDER:

SUB-PROJECT TITLE:

The Sub-Agreement Holder shall furnish the City with evidence of Blanket Position insurance policy or equivalent Fidelity Bond in the amount not less than the maximum amount of the City’s contribution set out in Article 18 of this Agreement. The City shall be shown on the Policy as a named Obligee with respect to any loss or misuse of funds held by the Service Provider as described in this Agreement.



Certificate of Insurance - Standard

This is to certify that the Insured named below is insured as described:

\*\*\* This form must be completed and signed by your insurer or insurance broker.\*\*\*

Note: Proof of liability insurance will be accepted on this form only (with no amendments).

Named Insured				E-mail address		
Insured's address (street name, city, province and postal code)				Telephone number		Fax number
Type of insurance	Insurance Company (full legal name)	Policy Number	Effective Date Year Month Day	Expiry Date Year Month Day	Limits of Liability (bodily injury & property damage - inclusive)	
Commercial General Liability					Occurrence \$ Aggregate \$	
<input type="checkbox"/> Umbrella <input type="checkbox"/> Excess					Occurrence \$ Aggregate \$	
Other (Explain.)					Occurrence \$ Aggregate \$	

Commercial General Liability:

Occurrence Basis, Including Personal Injury, Property Damage, Broad Form Property Damage, Contractual Liability, Non-Owned Automobile Liability, Owner's and Contractor's Protective Coverage, Products - Completed Operations, Contingent Employers Liability, Cross Liability Clause and Severability of Interest Clause.

Tenant's Legal Liability:

☐ NO or ☐ YES. . . (Limit) \$

Liquor Liability:

☐ NO or ☐ YES

THE CORPORATION OF THE CITY OF LONDON, the London Convention Centre, Covent Garden Market Corporation, Museum London o/b London Regional Art & Historical Museums, London Public Library Board, London Police Service, Housing Development Corporation, London and London Middlesex Housing Corporation have been added as an additional Insured but only with respect to their interest in the operations of the Named Insured.

If cancelled or changed in any manner, that would affect the City of London or other scheduled additional Insured for any reason, so as to affect this certificate, thirty (30) days prior written notice by registered mail or facsimile transmission will be given by the insurer(s) to:

Office location:

Mailing address:

The Corporation of the City of London

Attention: Risk Management Division

520 Wellington Street, Unit 1

P O Box 5035

London, ON N6A 4L9

Fax:

E-mail:

519 661-4631

certificates@london.ca

Motor vehicle liability	Insurance Company	Policy Number	Effective Date (YYYYMMDD)	Expiry Date (YYYYMMDD)	Limits of Liability \$
-------------------------	-------------------	---------------	------------------------------	---------------------------	---------------------------

Motor Vehicle Liability - must cover all vehicles owned, or operated by, or on behalf of the insured.

This is to certify that the Policies of Insurance as described above have been issued by the undersigned to the Insured named above and are in force at this time.

This certificate is executed and issued to the aforesaid Corporation of the City of London, the day and date herein written.

Name of insurance company or broker (completing form)		Telephone number
Address		Fax number
Name of authorized representative or official (Please print.)	E-mail address	
Signature of authorized representative or official	Date (YYYY-MM-DD)	

SIGNATURES		
<div>SUB-AGREEMENT HOLDER</div>	<div>SUB-AGREEMENT HOLDER</div>	<div>THE CITY</div>
<div>DATE</div>	<div>DATE</div>	<div>DATE</div>

SCHEDULE E

UNDERTAKING USE OF THE CITY OF LONDON TREE LOGO

Undertaking Use of the  
City of London Tree Logo

TO THE CORPORATION OF THE CITY OF LONDON

\_\_\_\_\_  
(INSERT NAME OF INDIVIDUAL, ORGANIZATION, COMPANY)  
(herein referred to as the "party")

\_\_\_\_\_  
(INSERT FULL MAILING ADDRESS) (INSERT PHONE NUMBER)

\_\_\_\_\_  
(INSERT EMAIL ADDRESS WHERE LOGO IS TO BE MAILED)



**Terms and conditions**

The Corporation of the City of London (herein referred to as the "Corporation") hereby grants to the party identified below a non-exclusive, non-transferable licence and permission to use and display the City of London Tree Logo (herein referred to as the "logo") subject to the party adhering to the following terms and conditions:

- 1. The party to this undertaking shall use and display the logo only in the form and in accordance with the specifications shown on, and for the purpose set out on Schedule "A" to this undertaking.
- 2. The party to this undertaking shall at all times use his/hers/its best efforts to preserve the distinctiveness, value and validity of the logo and without restricting the generality of the foregoing, shall not, without the Corporation's consent,
  - a) make any alteration to the logo;
  - b) use or adapt the logo as part of another graphic symbol or mark;
  - c) use the logo in proximity to or in conjunction with another graphic symbol or mark;
  - d) use the logo for any commercial purpose whatsoever; or
  - e) use the logo for any purpose other than as described on Schedule "A" to this undertaking.
- 3. If the Corporation so requests, the party to this undertaking shall in his/hers/its use and display of the logo include a notice or other indication to the effect that the logo is the property of and is used by the party under authorization from the Corporation.
- 4. During the term of this undertaking, the party to the undertaking shall not grant permission to any other person to use the logo.
- 5. The party to this undertaking shall during the term hereof make available to the Corporation, without expense to the Corporation, samples of any type of product or service material on or in which the logo is used or displayed.
- 6. It is hereby acknowledged by the party to this undertaking that the Corporation assumes no liability in respect of the party's use of the logo and in that regard the party to this undertaking hereby agrees to save the Corporation harmless.
- 7. The permission granted by this undertaking shall be for a period of two (2) years from the date hereof, or for the period of use described in Schedule "A" to this undertaking, whichever is shorter.
- 8. This undertaking shall terminate immediately upon an event of default specified in paragraphs 1, 2, 3, 4, 5, 6 or 7 of this undertaking where no remedy of such an event of default is completed by the party to the undertaking by such time as is specified in writing by the Clerk of the Corporation to the party to the undertaking.

I hereby accept all of the conditions with respect to the use of the logo that are set out in paragraphs 1 to 8, inclusive, of this undertaking.

Dated at London, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(INSERT TITLE, IF APPLICABLE)

\_\_\_\_\_  
(NAME, TITLE, Approving on behalf of the City of London)

**Undertaking Use of the City of London Logo: Schedule A**

Both the City of London tree logo and the components contained within the logo are registered trademarks and should not be used by third party organizations without the written permission of the City's Corporate Communications Division.

*Please check the applicable answer to the following questions, providing details where indicated*

**1. Criteria for supplying logo.**

The City will only provide its corporate logo in the event you meet one of the following criteria. Please check the option(s) that applies.

- ☐ You are a department, division, board, commission, task force or committee of the Corporation of the City of London.
- ☐ Your organization/ program/ event currently receives monetary support from the Corporation of the City of London.
- ☐ Your organization/ program/ event currently receives in kind support from the Corporation of the City of London.

Unfortunately, if you do not qualify within one of these categories, we are unable to grant you permission to use the corporate trademarked logo or any of the logo's trademarked individual components (fonts, tree icon, etc).

**2. City of London Staff Sponsor.**

The staff sponsor is a person, currently employed by the corporation, that can confirm you fall within the criteria outlined in section one.

Name: \_\_\_\_\_  
Job Title: \_\_\_\_\_  
Department: \_\_\_\_\_

**3. This application for permission to use the City's logo is with respect to:**

- ☐ Print marketing/promotional material and/or informational or educational literature.  
Please briefly describe the purpose of your communication and the form it will take. For example, advertising in a newspaper, magazine, newsletter; event invitation or program; brochure or leaflet; poster; direct mail piece, etc.  
  
\_\_\_\_\_  
  
\_\_\_\_\_
- ☐ Electronic publication, for example, a Web site, on-line newsletter or video. Please briefly describe.  
  
\_\_\_\_\_
- ☐ Other, for example, clothing, pennants, coffee mugs, balloons, etc. Please briefly describe.  
  
\_\_\_\_\_

4. The date/expected period of use of the logo is: \_\_\_\_\_

5. The intended reproduction of the logo is in: \_\_\_\_\_

- Colour (silver and green: using as applicable, Pantone: Matte stock Green 3308U and Metallic Silver 877U; Gloss stock Green 3308C and Metallic Silver 877U; CYMK Matte and Gloss Stock: Green Cyan 100, Magenta 0, Yellow 60, Black 70: Gray: Cyan 0, Magenta 0, Yellow 0, Black 25.
- Black only
- White only (reversed in a dark background colour)

6. The City of London is connected with this program, event, activity:

- as a primary sponsor/participant
- through funding support such as Cultural/Arts grants

7. A mock-up/sample layout of the intended logo application is attached.

- ☐ Yes      ☐ No

SIGNATURES		
_____ SUB-AGREEMENT HOLDER	_____ SUB-AGREEMENT HOLDER	_____ THE CITY
_____ DATE	_____ DATE	_____ DATE

SCHEDULE F  
-IF APPLICABLE-

WORKER’S COMPENSATION DECLARATION

February 29, 2000  
WORKERS’ COMPENSATION DECLARATION - CORPORATION TAX ACT WD-1

CANADA )  
 )  
PROVINCE OF ONTARIO ) IN THE MATTER OF the annexed Agreement made  
 ) between  
COUNTY OF MIDDLESEX )  
 )  
TO WIT: ) and THE CORPORATION OF THE CITY OF LONDON  
 ) dated the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, in respect  
 ) of  
 )  
 )  
 )  
I, \_\_\_\_\_ of \_\_\_\_\_ in the County of \_\_\_\_\_,  
 (name) (city, town) (county)  
do solemnly declare as follows:

1. That I am \_\_\_\_\_ and as such  
 (title, position)  
have knowledge of the matters hereinafter declared to.
2. That \_\_\_\_\_ paid all assessments or compensation payable to the  
 (contractor)  
Workplace Safety and Insurance Board.
3. That \_\_\_\_\_ paid all taxes and/or penalties imposed on it by The Corporation  
 (contractor)  
Tax Act of the Province of Ontario.

AND I MAKE this solemn Declaration conscientiously believing it to be true and knowing that it is of  
the same force and effect as if made under oath and by virtue of The Canada Evidence Act.

DECLARED before me at the City of \_\_\_\_\_,  
in the County of \_\_\_\_\_, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. \_\_\_\_\_  
 (name, position)

A COMMISSIONER, ETC.

SIGNATURES		
_____ SUB-AGREEMENT HOLDER	_____ SUB-AGREEMENT HOLDER	_____ THE CITY
_____ DATE	_____ DATE	_____ DATE

**SCHEDULE G**  
**FRENCH LANGUAGE SERVICES**

**FRENCH LANGUAGES SERVICES REPORT**

Please complete and submit this report at the time of signing the Agreement.

Sub-Agreement Holder:

\_\_\_\_\_

Sub-Agreement Holder Address:

\_\_\_\_\_

Sub-Agreement Holder Contact:

Name:

Number:

Email:

This report is to confirm that as of \_\_\_\_\_, the \_\_\_\_\_  
(Sub-Agreement Holder name) will be providing services under the City of London Sub-  
Project Funding Agreement and has an office in an area designated under the *French  
Language Services Act* ("FLSA").

The \_\_\_\_\_ (Sub-Agreement Holder name)  
confirms that as of \_\_\_\_ it will be:

- a) Providing services as identified in the description of services to the public in French in all of its locations located in or serving an area designated as part of the services delivered through this Agreement.
- b) Making it known to the public, including by way of signs, notices, other information on services, and initiation of communications in French, that services provided to and communications with the public in connection with the funding under this Agreement.

I declare that the above information is true and complete.

\_\_\_\_\_  
Sub-Agreement Holder Signature

Name:

Title:

I have the authority to bind the \_\_\_\_\_  
(Sub-Agreement Holder name)

Dated at \_\_\_\_\_ (Sub-Agreement Holder name) this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

As a Sub-Agreement Holder that will be receiving funding under the City of London Sub-  
Project Funding Agreement and having locations located in or serving an area



designated under the *French Language Services Act*, please complete the section below.

**Sub-Agreement Holder Name:** \_\_\_\_\_

**Name of Designated Area(s):** \_\_\_\_\_

**Description of Funded Activity**

Please select all items that apply to the funded activities you will be providing under the City of London Sub-Project Funding Agreement in a location that is located in or services a designated area.

- ☐ Signage and visibility of available services in French
- ☐ Over-the-counter services are available in French
- ☐ Written correspondence and telephone service are available in French
- ☐ Translation of written material produced for public use is available in French
- ☐ Other (please specify)

Please list any services or locations in designated areas where these French language services will not be provided. Please explain.

SIGNATURES		
_____ SUB-AGREEMENT HOLDER	_____ SUB-AGREEMENT HOLDER	_____ THE CITY
_____ DATE	_____ DATE	_____ DATE

<b>TO:</b>	<b>CHAIR AND MEMBERS COMMUNITY and PROTECTIVE SERVICES COMMITTEE MEETING ON APRIL 1, 2019</b>
<b>FROM:</b>	<b>LORI HAMER FIRE CHIEF LONDON FIRE DEPARTMENT</b>
<b>SUBJECT:</b>	<b>EXPANSION OF NALOXONE KITS TO FIRE SERVICES</b>

RECOMMENDATION

That, on the recommendation of the Fire Chief, with the concurrence of the Managing Director of Neighbourhood, Children and Fire Services, the following actions be taken with respect to Naloxone Kits:

- (a) The Fire Chief be authorized to make available Naloxone Kits on London Fire Apparatus for use by London Fire Fighters as part of the response program; and
- (b) The attached By-Law (Appendix A) be introduced at the Council meeting of April 9<sup>th</sup>
  - i. To approve the Community Collaboration Agreement for Naloxone Kits Distribution between Middlesex-London Health Unit and London Fire Department;
  - ii. To authorize the Mayor and City Clerk to execute the Agreement.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

None

REASONS FOR THIS MATTER BEING CONSIDERED IN CAMERA

None

BACKGROUND

On December 7, 2017 the Minister of Health and Long-Term Care, along with the Minister of Community Safety and Correctional Services, the Chief Medical Officer of Health and Provincial Overdose Coordinator, and the Chief Coroner for Ontario announced the expansion of the Ontario Naloxone Program to police and fire services in the Province of Ontario.

A letter issued on 26 January 2018 by the Office of the Fire Marshal and Emergency Management stated that the expansion will make Naloxone Kits available to all fire services to mitigate the impact of overdoses, and potentially to help firefighters in case of exposure to opioids.

Canada’s opioid crisis can be linked to the dramatic rise in rates of drug overdoses and death involving both prescription opioids and toxic illegal drugs such as fentanyl, a drug 50-100 times more potent than morphine. Common opioid drugs are Morphine, Codeine, Demerol, Fentanyl, Oxycodone, Percocet and Heroin.

Naloxone is an antidote to opioid overdose. Taking too much of an opioid drug can make breathing slow down or stop. Naloxone reverses this, restoring normal breathing and consciousness. However, Naloxone does not work for non-opioid overdoses like cocaine, ecstasy, GHB or marijuana. Naloxone will not work as effectively in a case involving polydrug use i.e. when the individual has multiple types of drug in their system, as is seen more and more these days.

In response to the increasing crisis, as part of the expansion of the Ontario Naloxone program, Naloxone Kits consisting of single dose nasal sprays have been made freely available through local health units for dispensing by local pharmacies without any medical supervision or prescription.

The purpose of this report is to seek Council support for the London Fire Department to administer naloxone, as per protocol, at incidents where they are the first emergency responder to arrive at the overdose incident.

London Fire may be required to administer naloxone at incidents where they are the first emergency responder to arrive at the overdose incident. To illustrate this, in a random sample review of tiered responses by Middlesex London Paramedic Services with Fire, there were 214 "unconscious" or "Vital Signs Absent" calls for the month of June 2018. LFD arrived on scene 79 times prior to EMS (37%) though the time difference between the two agencies was less than two minutes.

Since the announcement in December of 2017, London Fire, Police and MLPS met several times to discuss the implications and logistics for Police and Fire to proceed with naloxone program.

London Police Service (LPS) has since initiated a Naloxone Protocol and issued Naloxone Kits to all police officers as they are likely to encounter individuals in a potential drug overdose situation while on their beat.

London Fire Department has consulted with the service medical director Dr. Holmes who will be creating a medical directive and providing oversight of the program.

**FINANCIAL IMPACT**

Naloxone Kits will be supplied at no cost by the Middlesex London Health Unit as required.

Staff training, to the applicable personnel, on the implementation, protocols and procedure along with continual education would be incorporated within current medical training programs. Middlesex London Paramedic Services has extended its support towards this end and has shared resources such as training videos that were provided to London Police Services and London Fire Department.

The City Solicitors Office, Risk Management, and Financial Business Support have reviewed the Memorandum of Understanding. Risk Management advises that the MoU contains an indemnity provision. This clause cannot be changed and exposes the City of London to liability. In the opinion of Corporate Insurance/Risk Management, this should not stop the City of London from moving forward with final approval of this agreement as the benefits of this project outweigh the potential risks.

**CONCLUSION**

In light of the ongoing opioid crisis in Ontario and with the announcement from the Province of Ontario regarding the expansion of the Ontario Naloxone Program to Fire Services, it is up to individual municipalities whether or not they implement such programs. Currently majority of the large urban fire departments in Ontario are carrying Naloxone Kits on fire apparatus.

SUBMITTED BY:	RECOMMENDED BY:
ALAN HUNT DEPUTY CHIEF, Training, Communications & Special Projects, London Fire Department	LORI HAMER FIRE CHIEF, London Fire Department
CONCURRED BY:	
LYNNE LIVINGSTONE, MANAGING DIRECTOR Neighbourhood, Children & Fire Services	

C.

## APPENDIX A

Bill No.  
2019

By-law No.

A by-law to approve the agreement between The Corporation of the City of London and Middlesex-London Health Unit for distribution of naloxone kits for use by firefighters in providing first aid services

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

AND WHEREAS the City has the capacity, rights, powers and privileges of a natural person for the purposes of exercising its authority under the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, or any other Act, pursuant to the provisions of section 9 of the *Municipal Act, 2001*;

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

1. The agreement to be entered into between The Corporation of the City of London and Middlesex-London Health Unit regarding distribution of naloxone kits for use by firefighters in providing first aid services, attached as Schedule A to this By-law, is approved.
2. The Mayor and the City Clerk are authorized to execute the agreement approved in paragraph 1 above.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council , 2019

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First reading -  
Second reading -  
Third reading –

**Community Collaboration Agreement  
For Naloxone Kit Distribution**

**BETWEEN**

**MIDDLESEX-LONDON HEALTH UNIT (“MLHU”)**

**-And-**

**THE CORPORATION OF THE CITY OF LONDON (“London Fire Department” or “LFD”)**

**Collaboration**

This AGREEMENT (“Agreement”), dated April 9, 2019 between MLHU and LFD is an official agreement between the two parties. This document describes the agreed-upon responsibilities and expectations between MLHU and LFD for the distribution of Naloxone Kits. The purpose of the collaboration is for MLHU to provide Naloxone Kits to LFD: (a) for use on the public when responding to medical emergencies with potential opioid overdose, and (b) for use on another member of London Fire Department in case of accidental exposure to opioids.

**Policy Guidelines**

Middlesex-London Health Unit and London Fire Department agree that the use of Naloxone Kits will be implemented in a manner that is consistent with LFD current Policies and Procedures

**Definitions**

In this Agreement, the following terms have the following definitions

“**Agreement**” means this Agreement and all Appendices together with all amendments made by written agreement between MLHU and LFD;

“**Naloxone Kit**” means a Kit with 2 doses of nasal Naloxone, gloves, client identification card, product monograph, 5 Steps to Respond to an Opioid Overdose, and Health Canada Supplementary Information.

“**Client**” means a member of the public receiving services from MLHU or LFD;

“**Manager of the Program**” means the Sexual Health Manager or, such other individual as MLHU may determine from time to time;

“**Ministry**” means the Ontario Ministry of Health and Long-Term Care;

“**Policies and Procedures**” means the policies and procedures for Naloxone Kit use established by LFD.

**Communication Path**

Executive Directors or senior management of MLHU and LFD will communicate about matters of concern that cannot be resolved at other levels within the collaboration.

The parties commit to maintain confidentiality based on Personal Health Information Protection Act (PHIPA), in addition to the Personal Information Protection and Electronic Documents Act (PIPEDA) and the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), where applicable. Both agencies will adhere to PHIPA/PIPEDA/MFIPPA standards, where applicable.

**Operational Dispute Resolution**

Operational disputes between the parties will be addressed at the Management level for resolution.

Issues that cannot be resolved at this level will be brought to each respective Executive Directors or senior management for resolution.

### ***Insurance***

Neither party shall rely upon the other for fire, liability, and/or other insurance coverage during the term of this agreement. Both parties shall, without in any way limiting their liability, secure, maintain and keep in full force and effect:

Comprehensive General Liability Insurance: both parties shall carry insurance in an amount of not less than five million dollars (\$5,000,000) per occurrence, against damages arising from property damage and personal injury (including death), which might arise directly or indirectly out of their operations, their staff, agents, employees, personnel, or those for whom they are responsible, in carrying out its obligations under this Agreement;

Such policies, acceptable to the other party acting reasonably, shall be issued by an insurance company licensed to conduct business in the Province of Ontario and shall remain in full force and effect for the Term of this Agreement or any extension thereof.

### ***Succession and Assignment***

This Agreement is binding upon the parties and their respective successors and permitted assigns.

No party hereto may assign any of its interest in this agreement without the prior written consent of the other parties.

### ***Amendments to the Agreement***

This agreement is subject to change at any time by the mutual consent of the parties concerned.

## ***RESPONSIBILITIES AND EXPECTATIONS***

For this collaboration Middlesex-London Health Unit serves as the “lead” organization. As the lead organization, Middlesex-London Health Unit is responsible for the following:

- Manage all of the reporting requirements to the Ontario Ministry of Health and Long Term Care
- Provide reports to LFD relevant to their program
- Will submit Naloxone Kit (pre-assembled) orders to the Ontario Government Pharmaceutical and Medical Supply Service (OGPMSS), manage inventory
- Arrange delivery of the Kits to LFD.
- Provide any updates about the Naloxone program.
- Bring any issues, concerns, questions, problems, or complaints forward in a timely manner and seeking to resolve those amicably and with the best interests of the clients and staff in mind.
- Present the agreement in a positive light to external stakeholders

### ***Under this Agreement, LFD agrees to:***

- Developing and/or adopting policies and procedures for its members, including how Naloxone Kits would be carried, stored and deployed.
- Arranging training and education for officers and firefighters that will have access to Naloxone Kits.
- Completing a MOHLTC form to confirm enrollment and the number of Naloxone Kits being ordered.
- Consulting with their own experts about the use of Naloxone, also potentially to help LFD members in case of exposure to opioids.
- Consulting with their municipal council as appropriate
- Submit a single order to MLHU (see Appendices). MLHU will provide Naloxone Kits to LFD based on that order.
- Complete forms (see Appendix 1) when training, providing Naloxone Kits, or when Naloxone is administered or received. Faxing the forms to MLHU secure fax at 519-663-8273.

- Provide Manager of Sexual Health with quarterly stats Jan 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup> and Oct 15<sup>th</sup> (see Appendix 2).
- Bring any issues, concerns, questions, problems, or complaints forward to MLHU in a timely manner and seeking to resolve those amicably and with the best interests of the parties.
- Present the agreement in a positive light to external stakeholders

### ***Term of the Agreement***

- (1) The term of this Agreement shall be from March 5th, 2019 to March 4th, 2020, subject to paragraphs (2) and (3) below.
- (2) This agreement will be automatically renewed on an annual basis.
- (3) This agreement may be terminated by either Party with no less than 90 days' notice.

### ***Governing Law***

This agreement shall be governed by and construed in accordance with the laws of the province of Ontario.

***No Agency or Collaboration.*** It is understood and agreed that in giving effect to this Agreement, no party shall be or be deemed an agent or partner of the other for any purpose and that their relationship to each other shall be that of independent parties in a contractual relationship. Nothing in this agreement shall constitute a collaboration or joint venture between the parties.

***Indemnification of Health Unit & Ministry.*** LFD shall indemnify and save harmless the MLHU and the Ministry, its employees and agents from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person, or damage to or loss of property, or breach of patent or infringement of any intellectual property arising from any willful or negligent act, omission or delay on the part of the LFD or anyone from LFD responsible at law.

***Notice.*** Any notice required to be given under this agreement shall be in writing and shall be sufficiently given if delivered personally or if mailed (other than during any disruption of postal services) be registered mail, postage prepaid and addressed to the relevant party as follows:

TO:

Corporation of the City of London  
300 Dufferin Ave  
PO BOX 5035  
London ON N6A 4L9  
Attention: City Clerk

AND TO:

Middlesex-London Health Unit  
50 King Street  
London ON N6A 5L7  
Attention: Medical Officer of Health

Any such notice, if delivered, shall be effective when delivered and if mailed (other than during any disruption of postal services), shall be effective on the second business day after the date of mailing.

**Appendix 1** Naloxone Forms  
**Appendix 2** Quarterly Report

**IN WITNESS WHEREOF** this agreement has been duly executed by the parties.

SIGNED, SEALED and DELIVERED  
In the presence of

**The Board of Health of the  
Middlesex-London Health Unit**



-----  
Per: Dr. Christopher Mackie, MD,  
CCFP, MHSc, FRCPC, Medical Officer  
of Health  
I have authority to bind the Board.

**Corporation of the City of London**

-----  
Per: Ed Holder  
I have authority to bind the Corporation.

-----  
Per: Catherine Saunders  
I have authority to bind the Corporation.

**APPENDIX 1**  
**Ministry of Health and Long-Term Care**  
**Supplemental Order Form: Naloxone for Police and Fire Services**

Police and fire services in Ontario are eligible to receive Naloxone to prevent overdoses, and potentially to help police and firefighters in case of exposure to opioids. The eligibility criteria are:

Police Services	
<b>Eligible</b> <ul style="list-style-type: none"><li>• Municipal police officers</li><li>• Ontario Provincial Police (OPP) officers</li><li>• First Nations police constables</li></ul>	<b>Ineligible</b> <ul style="list-style-type: none"><li>• RCMP</li><li>• Special Constables, Auxiliaries, Civilians</li></ul>
Note: Police services are eligible to receive Naloxone to provide access to police officers or First Nations constables who may reasonably encounter a situation where a person has overdosed and may require Naloxone, and potentially to help police and firefighters in case of exposure to opioids.	
Fire Services	
<b>Eligible</b> <ul style="list-style-type: none"><li>• Municipal fire services</li><li>• First Nations fire services</li><li>• Northern Fire Protection Program</li></ul>	<b>Ineligible</b>
Note: Fire services are eligible to receive two Naloxone Kits for each of their vehicles (apparatus) for use in their role as first responders, and potentially to help police and firefighters in case of exposure to opioids.	

1.	Name of police or fire service: LONDON FIRE DEPARTMENT
2.	Address (including postal code) of police or fire service: 400 HORTON ST E LONDON ON N6B 1L7
3.	Name and contact information (phone number and e-mail) of organizational lead for Naloxone distribution: CHIEF LORI HAMER
4.	Size of police or fire service (# of police officers or # of fire vehicles): 355 Fire Suppression; 30 Fire Suppression fleet
5.	How many Naloxone Kits is your service requesting? For police services, please list the duty assignments (e.g., general patrol, drug squad, specialized teams, etc.) that will carry Naloxone, and the estimated number of Kits per duty assignment: 2 per vehicle + 2 per vehicle to hold in stock Total of 120 Kits

By confirming the statements below, the \_\_London\_\_ fire service confirms:

☐ it has a signed agreement with the local Public Health Unit for the provision of Naloxone.

☐ the service has appropriate authorization, training, and handling and storage protocols in place to properly use and store Naloxone.

Print Name: LORI HAMER

Print Position: FIRE CHIEF

Signature

Date

Your reporting form may be submitted electronically (preferred) to: Lisa.Brogno@mlhu.on.ca  
Should you not be able to submit electronically, you may submit via fax at: 519-663-8273.

APPENDIX 2

Ministry of Health and Long-Term Care Ontario Naloxone Program					
Police and Fire Services Quarterly Reporting Form to the Middlesex-London Health Unit					
Org. Name:	LONDON FIRE DEPARTMENT			Quarter: (see below)	
Contact:		Email:		Tel:	

Key outcomes for the quarter:

Output	Number	
Number of individuals (who are not a member of a police and/or fire service) who were administered Naloxone by your organization. Please specify the number of doses each individual received. E.g.: 10 individuals received 1 dose becomes: 10 individuals, 1 dose 8 individuals received 2 doses becomes: 8 individuals, 2 doses	Individual(s)	Dose(s)
	10	1
	8	2
Number of police and/or fire service members who were administered Naloxone by your organization. Please specify the number of doses each individual received. E.g.: 10 individuals received 1 dose becomes: 10 individuals, 1 dose 8 individuals received 2 doses becomes: 8 individuals, 2 doses	Individual(s)	Dose(s)
	10	1
	8	2
Number of times paramedics came to the scene when a member of your organization administered Naloxone.		
Please provide any additional information you feel is pertinent to the Middlesex-London Health Unit and Ministry of Health and Long-Term Care, including information about drug trends in your community:		

Due Dates

Q1 (January – March)	Q2 (April – June)	Q3 (July – September)	Q4 (October – December)
April 15	July 15	October 15	January 15

Your reporting form may be submitted electronically (preferred) to: Lisa Brogno at [Lisa.Brogno@mlhu.on.ca](mailto:Lisa.Brogno@mlhu.on.ca)  
Should you not be able to submit electronically, you may submit via fax at: 519-663-8273

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON APRIL 1, 2019
FROM:	G. KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT & COMPLIANCE SERVICES & CHIEF BUILDING OFFICIAL
SUBJECT:	UNSANCTIONED AND UNSAFE STREET PARTIES POLICY AMENDMENTS  PUBLIC NUISANCE BY-LAW : COST RECOVERY PUBLIC PARTICIPATION MEETING

RECOMMENDATION

That, on the recommendation of the Managing Director, Development & Compliance Services & Chief Building Official, the attached proposed by-law (Appendix ‘A’) **BE INTRODUCED** at the Municipal Council Meeting on April 9, 2019 to amend the Public Nuisance By-law to introduce cost recovery provisions, an increased maximum fine of \$25,000 and housekeeping amendments.

PREVIOUS REPORTS

Unsanctioned and Unsafe Street Parties – Community and Protective Services Committee – February 20, 2019

BACKGROUND

What is the current state of affairs?

In September 2018, approximately 20,000 people engaged in an unsanctioned street party in the near campus-neighbourhood just south of Western University (“University”) on Broughdale Avenue and surrounding streets. This event was not sanctioned by either the University or the City of London (“City”). Multiple agencies and first responders were engaged in a coordinated response to this unsanctioned event. All agencies involved in this event scheduled additional staff resources. There was significant risk to the attendees, first responders and on ground agency personnel. During the 2018 event, 57 persons were hospitalized several with serious injuries. In fact, the whole community was impacted as streets are closed, and the amount of first responder dedication to the event impacts community wide emergency call response.

The cost of first responders related to this event exceeded \$200,000. The public and private costs related to the “after party” debris and property damage are extensive.

The issue of unsanctioned street parties is not only a London problem. The annual “Ezra Street Party” in Waterloo on St. Patrick’s Day attracted 22,000 persons in 2018 and an estimated 30,000 persons in 2019. First responder costs for the 2018 event exceeded \$700K, and are expected to grow beyond this figure for the 2019 event. These increasing costs to address unsanctioned events on public property are unsustainable. Public and community safety is the paramount focus at these occurrences.

### **Since September 2018, what consultation was undertaken?**

In an effort to explore all opportunities related to controlling unsanctioned street parties, Civic Administration carried out a variety of wide-ranging research, telephone conferences, community and municipal outreach and collaborative efforts with several first responder agencies, City departments and Western University.

An imperative part of the process included exploring the numerous changes and approaches that other municipalities and educational facilities have undertaken relating to unsanctioned events. The following is a summary of examples of the processes, policies or by-laws that were either implemented or amended:

- In 2016, Pitt Meadows, British Columbia created a By-law to regulate, abate and prohibit nuisances within the boundaries of the City of Pitt Meadows and provide for the cost recovery of abatement nuisances. As a result, the City may impose the costs of abating a nuisance on one or more of the following: a person causing the nuisance, the occupier of land from which the nuisance occurs or the owner of land from which the nuisance originates.
- In March 2019, Newark, Delaware City Council passed a by-law targeting unruly social gathering as a response to events such as St. Patrick's Day, which is historically a disorderly day at the University of Delaware. In Newark, an unruly social gathering is defined as any assemblage of four or more people on a private property where police observe at least three behaviors that threaten health, safety, and quiet order. Traditionally some of these behaviors have included public intoxication, blocking public rights of way, public urination or trespassing. The social gathering can also be addressed if there is excessive litter on the lawn and people on the roof. The new legislation allows police to give the hosts or organizers of a party with as few as four people a citation that would require a fine and community service. First-time offenders are required to pay \$500 and complete 20 hours of community service. The penalties increase with each offense: \$1,000 and 32 hours for a second offense, \$1,500 and 48 hours for a third offense and \$2000 and 60 hours for each subsequent offense.

A number of American universities including Penn State, Pennsylvania State College, Colorado University and post-secondary institutions in Michigan State have implemented changes to their student code of conduct in response to serious criminal off-campus issues that have included riots.

- Providing the university with information on all the criminal violations involving students so that potential code violations can be applied
- Students convicted of a rioting offense are immediately suspended for one year
- Any visiting friend of a university student from another nearby institution also must obey the law or find themselves denied entry into any Michigan state-funded educational institution

There were no criminal charges laid against students in connection with Broughdale. London Police Services issued 134 provincial offence notices, such as having open liquor in public or public urination. The names of the Western students charged with these provincial offences cannot be released to the University due to privacy reasons.

On the proactive side, in response to a shooting at a Sunnyside block party, located close to the University of West Virginia ("University"), in 1995 the University took over that unsanctioned event. The university was granted temporary jurisdiction over that area of the block party and changed the Sunnyside block party into the University's Fall Festival, which continues to attract thousands of students to a controlled, safe and fun event. Those who are found guilty of code violations could potentially be expelled. Collaboration between the University, police and the city over several years was necessary to change the culture.

On February 15, 2019, more than 50 representatives from nine Ontario universities (Brock, Carleton, Guelph, Laurier, McMaster, Ottawa, Queen's, Waterloo, Western), several municipalities and police services met at Wilfrid Laurier University for a day-long conference to discuss common challenges and the most effective responses to unsanctioned street gatherings. Representatives discussed a variety of issues, including the safety and security of students and community residents, the burden placed on EMS, hospitals and emergency responders, and the public financial cost required to provide adequate public safety. The strong attendance was a clear demonstration that the occurrence of unsanctioned street gatherings is a common challenge for many universities/colleges and communities.

On February 25, 2019, the City of London, in collaboration with Western University and the Western Students Council, hosted a community meeting where approximately 60 members of the public attended. The purpose of the meeting was to obtain community feedback on ideas surrounding communications, compliance and alternative programming related to unsanctioned street parties. Presentations were also provided by the City of London and Western University which included communications that both are extremely committed to working together to help resolve the issues relating to unsanctioned street parties.

On March 6, 2019 Civic Administration in collaboration with Western University and the Western Students Council, presented to the Town and Gown Committee on the issue of shifting cultural behavior with regards to these events.

#### **What City by-laws are applicable to unsanctioned street parties?**

The following is a list of current by-laws which may be relevant to unsanctioned street parties:

- Streets
- Public Nuisance
- Yard and Lot Maintenance
- Property Standards
- Sound
- Parking

Civic Administration reviewed all of the above with the exception of the Public Nuisance By-law, no amendments are required to strengthen any regulations applicable to addressing unsanctioned street parties. However, Civic Administration will be applying to the Regional Senior Justice pursuant to the provisions of the Provincial Offences Act to increase set fines for several of the above by-laws. For example, the fine for conducting activity which interferes with the use of a street is \$150. A set fine request of \$450 is under consideration. The fine for hosting a nuisance party is \$750. A set fine request of \$1000 is under consideration. The fine for depositing refuses on municipal property is \$175. A set fine request of \$300 is under consideration.

#### **What amendments are proposed for the Public Nuisance By-law?**

In May 2012, City Council passed the Public Nuisance By-law ("By-law") to prohibit and regulate public nuisances. One of the main issues addressed by the By-law, are large social gatherings on public or private property. These gatherings result in activities such as, but not limited to:

- Disorderly Conduct
- Public Intoxication
- Interference with Emergency Services
- Unreasonable Noise
- Public Urination
- Unsafe use of Roofs

Gatherings with these activities may be determined to be a nuisance party.

The By-law contains a prohibition that no person shall sponsor, conduct, continue, host, create, attend, allow cause, or permit a nuisance party. Since the by-law was passed, numerous persons have been convicted under the Public Nuisance By-law.

There are several amendments recommended to the Public Nuisance By-law.

## **Definitions**

There is currently no definition of the Chief Municipal Law Enforcement Officer (MLEO). This is a housekeeping amendment which will clarify the role of the Chief MLEO.

## **Nuisance Parties – Cost Recovery**

The Municipal Act provides municipalities the authority to direct or require a person to do a number of things, and if the person does not comply with the direction, the City may do so at their expense (refer to section 446 of the Municipal Act). This section is used in the Yard and Lot Maintenance By-Law, the Fire Services By-Law, and the Municipal Waste and Resource Materials Collections By-Law. The Municipality can recover costs in the same manner as property taxes.

Civic Administration recommends that a very similar approach be considered for the Public Nuisance By-Law. The attached amendment puts the onus on the owner/occupant/tenant to take reasonable actions to prevent, end, and clean up after a nuisance party as directed. The amendment lists some possible actions contemplated such as hiring security, extinguishing fires, requiring persons to exit roofs and reducing sound. If directed to take actions, and the owner/occupant/tenant does not comply, then the City can take those actions and recoup its costs by action (tenants) or by adding the costs to the tax roll (owners).

The City will not seek to recover costs where the person demonstrates to the City's satisfaction that the person took all reasonable actions to prevent a nuisance party. In the case of a property owner, the City will not seek to recover costs if the property owner reasonably attempted to prevent a nuisance party from occurring on their property. This may include attending the property or hiring a security guard and communicating with the tenants not to host a nuisance party. The City does not wish to invoice reasonable property owners for the actions of their tenants. However, where an absentee landlord, for example, takes no action to prevent, end or clean up after a nuisance party, they may be subject to invoicing.

In the case of tenants, if they were not hosting a party, yet their property was occupied by persons who were not invited onto their property (i.e. trespassing, overflow from adjacent properties or public street), those tenants would not be invoiced.

The City has been in contact with the London Property Management Association (LPMA) representative on the Town and Gown Advisory Committee on this issue. They have indicated that if a landlord receives an invoice for property clean up after a large party, the landlord may pass the invoice onto the tenant as property damage. The LPMA is concerned with invoices to landlords whose tenants are not hosting any parties yet spillover effects occur. The City concurs with this concern and would not invoice in this situation.

## **Penalties**

The Public Nuisance By-law contains penalties for violations. The maximum fine is \$10,000. Generally, upon conviction, the Prosecutor seeks a percentage of maximum fine. For recurring offences, the general process is to request escalating fines. Civic Administration recommend that the maximum fine for nuisance parties be increased to \$25,000. This value is in line with other City by-laws for maximum fines against persons.

### **What policy changes is Western University Administration proposing?**

As part of the work of the policy team, a review is underway of Western's Code of Student Conduct ("Code"). A committee, which includes graduate and undergraduate students, staff, and faculty representatives, will be focusing on an amendment to Section C of the Code, which outlines the current code's scope and jurisdiction of authority.

Besides the review of the code, Western has formed an internal working group composed of senior university staff and student governments to assess steps which the university has taken in the past, and to identify other strategies that could be utilized in 2019. This includes fencing, hiring additional security for both the campus and the near-neighbourhood, door-to-door visits to the houses of students living in the Broughdale area, encouraging them to be good neighbours, and providing information on the potential consequences of legal and by-law infractions for nuisance parties. This working group is also researching actions that have been taken by other universities that have had a positive impact.

### **What alternative activities are being planned by the University Students' Council?**

The University Students' Council (USC), in partnership with Western, is aiming to deliver the second annual PurpleFest on campus for September 28th, 2019. This is the first time, in the duration of the unsanctioned street party phenomenon on Broughdale, that multi-year large-scale programming has been undertaken by the USC and Western as a commitment to establishing safe alternative programming for the student body.

Last year, the USC sold over 11,000 tickets, indicating that there is significant buy-in from the students that they are seeking and are interested in programming of this scale. The University and Students' Council recognizes that there were tangible successes in hosting PurpleFest 2018, but they also acknowledge that there is more work to be done to develop consistent programming that will effectively counteract the competing spectacle that currently exists on Broughdale.

As a result of numerous joint community conversations, the USC were able to host a successful event in 2018. The University is aware that it is imperative that these community conversations continue. To facilitate this dialogue the University is incorporating feedback into the planning considerations for PurpleFest 2019. This includes, but is not limited to: analyzing a venue change; solidifying a clear launch plan, including ticket sales; student feedback; and assessing how to utilize student interest to create strategic educational messaging. With these areas of improvement in mind, The USC and Western are aiming to deliver higher quality, higher impact, and most importantly, safer alternative programming to the Western student body.

### **What continuous community consultations are planned?**

Civic Administration recognize that solutions to this issue will continue to evolve. As such, there will be continued consultation, both locally with community involvement on policy matters, and nationally / internationally with the assistance of the Town and Gown Association of Ontario (TGAO) and the International Town and Gown Association (ITGA). In June 2019, approximately 200 delegates will be meeting at Brock University to discuss a number of Town and Gown issues. One of the topics of discussion will be unsanctioned street parties, with a focus on the role of social media and cost recovery.

Locally, the Communications Office will set up a "Get Involved Media" link in consultation with Western Communications. This portal allows for learning about issues and providing feedback. Community engagement is the process of meaningful two-way dialogue and participation, which lead to solutions to community issues. The "Get Involved London" process is transparent, inclusive, responsive, and fair, it is based on achieving reasonable expectations




through mutual respect and trust. Civic Administration is always available to citizens who wish to discuss solutions in an informal format.

<b>CONCLUSION</b>
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Civic Administration and its first responder partners, the near campus community, University/College Administration and Student Councils are concerned with unsanctioned street parties. The growth in the number of participants (including out of town partakers) and the sheer density of the crowd has created an extremely dangerous gathering. No one agency can amend its regulations, policies and procedures and independently resolve this issue; solutions must focus on behavioral changes and immediate incremental changes from all stakeholders.

In addition to this report focussing on amendments to the City’s Public Nuisance By-law, a summary of actions proposed by Western Administration with respect to the Code of Conduct and Western Student Council on alternative programing is outlined in this report.

PREPARED BY:	RECOMMENDED BY:
	
O. KATOLYK, MLEO ( c ) CHIEF MUNICIPAL LAW ENFORCEMENT OFFICER	GEORGE KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT & COMPLIANCE SERVICES & CHIEF BUILDING OFFICIAL

## Appendix 'A'

Bill No.  
2019

By-law No.

A By-law to amend By-law PH-18 entitled,  
“A by-law to prohibit and regulate public  
nuisances within the City of London.”

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

AND WHEREAS subsection 8(1) of the *Municipal Act, 2001* provides that the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality’s ability to respond to municipal issues;

AND WHEREAS subsection 8(3) of the *Municipal Act, 2001* provides that a by-law under section 10 respecting a matter may (b) require persons to do things respecting the matter;

AND WHEREAS subsection 10 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 may pass by-laws respecting the following matters: 6. Health, safety and well-being of persons; 7. services and things that the municipality is authorized to provide; 8. Protection of persons and property; 10. Structures;

AND WHEREAS section 446 of the *Municipal Act, 2001* provides that, if a municipality has the authority under this or any other Act or under a by-law under this or any other Act to direct or require a person to do a matter or thing, the municipality may also provide that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person’s expense, and that the municipality may enter upon land at any reasonable time, and that the municipality may recover the costs of doing a matter or thing from the person directed or required to do it by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes;

AND WHEREAS the City’s Inspections By-law provides for rights of entry to determine whether the following are being complied with: by-laws passed under the *Municipal Act, 2001*; a direction or order of the City made under the *Municipal Act, 2001*; a condition of a licence issued under a by-law of the City passed under the *Municipal Act, 2001*; and an order made under section 431 of the *Municipal Act, 2001*;

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

1. By-law PH-18 is amended by adding a new definition for “Chief Municipal Law Enforcement Officer” in section 1, as follows:

**“Chief Municipal Law Enforcement Officer”** means the City of London’s Chief Municipal Law Enforcement Officer, or designate;

2. By-law PH-18 is amended in subsection 5(1) by deleting the phrase “City’s Manager of Licensing and Municipal Law Enforcement Services” and replacing it with the phrase “Chief Municipal Law Enforcement Officer”.
3. By-law PH-18 is amended by inserting a new section 4A after section 4, as follows:

**“4A. Take Necessary Actions to Prevent, End or Clean Up After Nuisance Party**

4A (1) Every owner, occupant or tenant shall take all reasonable actions to prevent a Nuisance Party, end a Nuisance Party, and clean up after a Nuisance Party.

(2) Every owner, occupant or tenant shall take all reasonable actions to prevent a Nuisance Party, end a Nuisance Party, and clean up after a Nuisance Party, as directed by any of the Chief of Police, the Chief Municipal Law Enforcement Officer, or Fire Chief or designate.

(3) For greater certainty only, the actions contemplated in (a) and (b) above include but are not limited to: hiring security personnel to prevent persons who do not live at the Premises from entering the Premises; requiring persons who do not live at the Premises to leave the Premises; preventing or extinguishing fires; preventing or extinguishing firecrackers, fireworks and pyrotechnics; preventing a fire from spreading; requiring people to leave roof and other structures and contracting for any special equipment for same; renting special equipment; preserving property; eliminating or reducing unreasonable sound; providing specialized rescue services; controlling and eliminating an emergency; preventing damage to equipment owned by or contracted to the City; making safe an incident or Premises; reducing crowd size at Premises; removing debris and garbage including plastic cups, cans and bottles.

4. By-law PH-18 is amended by inserting a new subsection 7(3) after subsection 7(2) as follows:

**Failure to Comply – done by City – at expense of person required to do it**

(3) Where any thing required to be done in accordance with this by-law is not done, the Chief Municipal Law Enforcement Officer may do such thing at the expense of the person required to do it, and such expense may be recovered by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes. For the purposes of this subsection, the municipality may enter upon land at any reasonable time. The City will not seek to recover costs under this subsection where the person demonstrates to the City's satisfaction that the person took all reasonable actions to prevent the Nuisance Party.

5. By-law PH-18 is amended in section 8 by deleting the amount "\$10,000" and replacing it with the amount "\$25,000".

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

PASSED in Open Council on ,2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading –  
Second Reading –  
Third Reading –

**REPLY TO:**

**London**

One London Place  
255 Queens Ave., 11th Floor  
London, ON N6A 5R8

T 519 672-9330  
F 519 672-5960

**Kitchener**

55 King St. West  
Suite 1001  
Kitchener, ON N2G 4W1

T 226 476-4444  
F 519 576-2830

**Chatham**

101 Keil Dr. South, Unit 2  
P.O. Box 420  
Chatham, ON N7M 5K6

T 226 494-1034  
F 519 672-5960

**Sarnia**

1350 L'Heritage Dr.  
Sarnia, ON N7S 6H8

T 519 344-2020  
F 519 672-5960

**Stratford**

100 Erie St.  
Stratford, ON N5A 2M4

T 519 672-9330  
F 519 672-5960

March 29, 2019

**VIA EMAIL: cpsc@london.ca**

Chair and Members  
Community and Protective Services Committee  
City of London  
300 Dufferin Avenue, PO Box 5035  
London, Ontario N6A 4L9

Dear Chair and Members:

**Public Nuisance By-law; London Property Management Association Concerns**

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We are the lawyers for the London Property Management Association ("LPMA"). The LPMA is committed to promoting education and professionalism among its more than 500 members. The vast majority of LPMA members are owners and operators of multi-residential rental properties, including apartment buildings and converted residential dwellings providing student housing in areas of the City where post-secondary education facilities are situated.

The purpose of this letter is to communicate the LPMA's concerns regarding the proposed By-law amendments with respect to "unsanctioned and unsafe street parties" which are the subject of the Community and Protective Services Committee's (the "Committee") meeting on April 1, 2019.

LPMA's members are directly affected by the proposed by-law to the extent it seeks to make landlords liable for tenants' conduct. The By-law proposes that a City Hall employee will conduct a forensic assessment of the "reasonableness" of a landlord's conduct at the time of the unsanctioned event and then allocate a cost to be assessed against the landlord as a financial penalty. Some of the criteria for assessing "reasonableness" as expressed in the Report to your committee include "...attending the property or hiring a security guard and communicating with the tenants not to host a nuisance party"; and, "...where an absentee landlord, for example, takes no action to prevent, end or clean up after a nuisance party, they may be subject to invoicing". There is also a suggestion that if the landlord is invoiced, the costs of same can be passed on to the tenant, but of course, no recognition that the landlord would ever be able to recover those costs.

LPMA's members share the City's concerns about unsanctioned and unsafe street parties. The property damage caused by such parties and attendant financial loss is a strong incentive for

landlords to discourage and prevent such activities. The provisions of the LPMA lease and provisions of the *Residential Tenancies Act* (RTA), which is provincial legislation, provide landlords with some tools to address circumstances where tenants commit illegal acts on the rental property (but not on the sidewalk in front) or cause physical damage (not receipt of municipal invoices) to property. In all cases, where damage occurs at the rental property, a landlord is legally required to follow a process established under the RTA which usually takes months and, at most, will result in termination of the tenancy and, where physical damage has occurred, recovery of a judgment which in many cases is not worth the paper it's printed on.

What the proposed By-law incorrectly assumes, however, is that landlords have the legal right to control tenant conduct. Landlords do not have the legal right to control tenant conduct and landlords have, time and time again, been sanctioned by the Landlord and Tenant Board (LTB) and by the Courts for attempting to do so. If a landlord were to hire a security guard to prevent persons from entering upon a tenant's property, the landlord would be in breach of its RTA obligation not to interfere with a tenant's use and enjoyment of the rented premises (see Divisional Court decision in *Cunningham v. Whitby Christian Non-Profit Corp.*) If a landlord were to enter upon the property at the time of an unsanctioned event and demand that tenants and their guests comply with the By-law, the landlord would be in breach of its RTA obligation to give 24 hours' written notice of entry. In all cases where the landlord is in breach of the RTA, the landlord is liable to give the tenant a rent abatement and also subject to Provincial Offence charges which attract fines of up to \$100K. Landlords do not have the legal right to engage in what Civic Administration characterizes as "reasonable actions to prevent a nuisance parties". Such actions are not "reasonable", they are illegal and the Province's RTA "trumps" a City By-law.

What LPMA can do in an effort to discourage the hosting or involvement by tenants in nuisance parties at rented premises is develop a further schedule to its existing industry leasing agreements and recommend that its members who lease properties near post-secondary educational institutions use the schedule. The schedule would put tenants (and, importantly, their guarantors) on notice of the existence of the City's By-law; of the financial penalties that tenants and their guarantors are subject to under the By-law; and, the consequences to their tenancy where By-law infractions occur. This would be a lawful approach to addressing tenants' potential future conduct.

When a landlord gives "possession" of a rental unit to a tenant, the landlord has no legal right to control the tenant's conduct or that of visitors while on that property. The landlord's legal right is to respond, after the fact, to conduct that is a breach of the tenant's obligations under the RTA and in some cases under the lease. In such cases, tenants must be given detailed notice of the event which gives rise to the Notice and in most cases must also be given an opportunity to refrain from such conduct in future (and if they do, the landlord's notice is deemed "void"). In some cases where the landlord is in a position to terminate the tenancy, there is usually a period of several weeks before the application is adjudicated and if successful, there is passage of at least two more weeks before termination is effective.

In summary, the provisions of the By-law which assume the landlord has any effective control over tenants' conduct are fundamentally flawed, and by extension, the provisions of the By-law

which purport to make the landlord financially liable for failing to engage in prohibited and illegal conduct under the RTA create an impossible situation for landlords, and arguably such provisions would be struck down if challenged in court. In addition, it is respectfully submitted that leaving the assessment of “reasonableness” to a City employee whose job it is to try to recover “costs” makes it a foregone conclusion that where costs are incurred, landlords will invariably be found to have acted “unreasonably” and invoiced accordingly.

We request, therefore, that the proposed By-law be sent back for further review, and in particular, a review by the City’s legal department to ensure that what is ultimately enacted is lawful and does not put property owners in a position where they are compelled to act illegally in order to avoid being fined by the city for the actions of a third party.

Yours very truly,

**COHEN HIGHLEY LLP**



signature electronically affixed

Joseph Hoffer, Lawyer

JJH:rmh

*email: [hoffer@cohenhighley.com](mailto:hoffer@cohenhighley.com)*

# **Diversity, Inclusion and Anti-Oppression Advisory Committee**

## **Report**

3rd meeting of the Diversity, Inclusion and Anti-Oppression Advisory Committee  
March 21, 2019

Attendance                      PRESENT: R. Hussain (Chair), F. Cassar, M. Mlotha, L. Osbourne, S. Sharma; and P. Shack (Secretary)

REGRETS: Z. Hashmi, S. Lewkowitz, M. Prefontaine and I. Silver

ALSO PRESENT: M. Sereda

The meeting was called to order at 12:12 PM

### **1. Call to Order**

#### **1.1 Disclosures of Pecuniary Interest**

That it BE NOTED that no pecuniary interests were disclosed.

### **2. Opening Ceremonies**

#### **2.1 Acknowledgement of Indigenous Lands**

That it BE NOTED that the meeting was opened with an Acknowledgement of Indigenous Lands by R. Hussain.

#### **2.2 Traditional Opening**

That it BE NOTED that no Traditional Opening was received.

### **3. Scheduled Items**

#### **3.1 Menstrual Products Distribution Free of Charge**

That the following actions be taken, with respect to Menstrual Products Distribution free of charge:

a) the Civic Administration BE REQUESTED to explore the option of providing free menstrual products in City of London Facilities, as a pilot project; and

b) delegation status BE REQUESTED for R. Hussain, M. Sereda and R. Ettinger to speak at the April 1, 2019 Community and Protective Services Committee meeting in regards to this item;

it being noted the verbal presentation from R. Ettinger, Here for her, was received.

### **4. Consent**

#### **4.1 2nd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee**

That it BE NOTED that the 2nd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee, from its meeting held on February 21, 2019, was received.

**5. Sub-Committees and Working Groups**

**5.1 Education and Awareness, Policy and Planning Sub-Committee**

That it BE NOTED that the Diversity, Inclusion and Anti-Oppression Advisory Committee heard a verbal update from L. Osbourne, with respect to the Education and Awareness, Policy and Planning Sub-Committee.

**5.2 Awards and Recognition Sub-Committee**

That it BE NOTED that the Diversity, Inclusion and Anti-Oppression Advisory Committee heard a verbal update from F. Cassar, with respect to the Awards and Recognition Sub-Committee.

**6. Items for Discussion**

**6.1 2019 Work Plan**

That the following actions be taken with respect to the Diversity, Inclusion and Anti-Oppression Advisory Committee Work Plan:

a ) the attached 2018 Work Plan for the Diversity, Inclusion and Anti-Oppression Advisory Committee BE FORWARDED to the Municipal Council for information;

b) that consideration of the 2019 Work Plan for the Diversity, Inclusion and Anti-Oppression Advisory Committee BE DEFERRED until the City Clerk's office completes the Advisory Committee review.

**7. Deferred Matters/Additional Business**

None.

**8. Adjournment**

The meeting adjourned at 1:03 PM.



## DIAAC Sub-committee Work Plans 2018

DRIA Award and Recognition (A & R) Sub-Committee Work Plan 2018				
Goal	Activities	Budget	Status	Responsibility
<b>1. Plan and Execute an Annual Awards and Recognition Event in collaboration with the City</b>	<b>1.1</b> Maintain the Project Plan and complete tasks on scheduled dates <b>1.2</b> Develop budget for approval by DIAAC and keep costs within budget.	<b>\$1200</b>	<b>1.1</b> Ongoing <b>1.2</b> Budget drafted (\$1,200 recommended for 2018)	F. Cassar with assistance by Awards Sub-Committee members and support from CoL: Diversity Officer, Administration and Communication
<b>2. Increase awareness and participation of the Annual Rewards and Recognition program</b>	<b>2.1</b> Maintain an inventory of all nominators/ nominees including contact information and invite participation of the annual event <b>2.2</b> Assess the benefits and nature of incentives to increase nominee participation <b>2.3</b> Scheduled information session with Rogers Cable <b>2.4</b> Update and distribute template to provide Councilors with information relative to events to assist with promotion and recognition <b>2.5</b> Work with CoL Communications to increase awareness and engagement in annual nominations process <b>2.6</b> Leverage United Nations Theme of International Human Rights Day		<b>2.1</b> Ongoing; <b>2.2</b> Will assess CoL swag <b>2.3</b> CoL Communications to coordinate Rogers Community News update; <b>2.4</b> Ongoing; <b>2.5</b> Ongoing as required; <b>2.6</b> <a href="#">campaign website</a>	All Sub-Committee members  CoL Communications And Administration
<b>3. Promote A+R Winners</b>	<b>3.1</b> Provide Councillors with information of winners within their areas and encourage recognition		<b>3.1</b> Ongoing	Awards Sub-Committee and CoL Administration

<b>4. Educate and Engage DIAAC Committee members</b>	<b>4.1</b> Invite DIAAC Committee members to participate in site visits of nominees to learn about the organization and support a potential nomination of the annual Awards program.  <b>4.2</b> Provide education at DIAAC Committee meetings or other forums as available.		<b>4.1</b> Ongoing <b>4.2</b> Ongoing	DIAAC and Awards Sub-Committee members
<b>5. Maintain Awards and Recognition By-Laws and Policy</b>	<b>5.1</b> Annually review DRIA policy and Bylaw A.7012-284 to ensure it is up to date.  <b>5.2</b> Review By-Law related to Mayor's New Year's Honours List.		<b>5.1</b> On hold, pending DIAAC updates (2018). Policy reviewed in March, 2017. By-laws modified in 2016. <b>5.2:</b> In Progress: Will review Mayor's Award By-Law Change action plan to recommend linkage and promotion of A&R program with the Mayor's Award in Community.	Awards Sub-Committee members in partnership with DIAAC

## DIAAC- Education & Awareness Sub-committee Work Plan 2018

Goal	Implementation	Budget	Status	Responsibility
1. Develop & facilitate educational opportunities	1.1 Facilitate a community awareness event			
	1.1.1 Theme: Gender & Intersectionality	\$1500	October	Education subcommittee
	1.1.2 Identify partnerships in the community for collaborative events.		Ongoing	Ed'n subcommittee & DIAAC
	1.1.3 Plan for International Day for the	\$200	January	Ed'n subcommittee

	<p>Elimination of Racial Discrimination/Black History Month.</p> <p><b>1.1.4</b> Identify promotional opportunities and strategies for community events.</p>		Ongoing	Ed'n subcommittee Communication
<b>2. Educate new members of DIAAC</b>	<p><b>2.1</b> Collaborate with P&amp;P to create new and revised content to enhance the DIAAC new member's orientation package</p> <p><b>2.1.1</b> Propose &amp; provide supplemental orientation content to P&amp;P:</p> <ul style="list-style-type: none"> <li>-org chart illustrating DIAAC in relation to Council &amp; City Councillors.</li> <li>-list of commonly used operational definitions within CofL context. Eg. recommendation verbiage</li> <li>-provide document outlining pre-approved list of budget item.</li> <li>-write up of sub-committee mandates.</li> <li>-list of common staff contacts.</li> <li>-suggestions/guidelines of AC initiatives.</li> <li>-policy on speakers/delegates</li> <li>-flow chart from DIAAC recommendation to staff implementation.</li> <li>-member attendance policy suggestions</li> <li>-budget submission process</li> </ul>	Nil	<p>Ongoing</p> <p>Ongoing</p>	<p>Education and Policy &amp; Planning subcommittee</p> <p>Education subcommittee</p>

	-City Councillor Contact List	Nil	Ongoing	Education and Policy & Planning subcommittee
	<b>2.2</b> Assist P&P in revision of TOR for DIAAC.			
<b>3. Educate committee members</b>	<b>3.1</b> Invite speakers to present to DIAAC.	\$200	Ongoing	Education subcommittee
	<b>3.2</b> Work with Civic Administration to further identify and clarify existing CofL resources, processes and initiatives that support or can assist DIAAC in its mandate. Eg. Communications, Mayor's Office etc.	Nil	Ongoing	Civic Administration
	<b>3.3</b> Identify ideas, issues or initiatives taking place in other municipalities, provinces and countries that overlap the mandate of DIAAC. Bring findings to DIAAC for discussion and possible recommendations to Council.	Nil	Ongoing	Education subcommittee and Policy & Planning subcommittee
	<b>3.4</b> Invite to DIAAC, members of the public who have recent or past lived experiences concerning discrimination & anti-oppression in London.	Minimal (cost of parking pass/bus tickets)	Ongoing	Education subcommittee & DIAAC
	<b>3.5</b> Highlight a pressing issue or incident that has taken place in London that would be of interest to DIAAC.			
	<b>3.6</b> Keep apprised of recent events in London via news media & other sources pertaining to discrimination in London to report to DIAAC. Bring to DIAAC's attention.	Nil	Ongoing	Education subcommittee
<b>4. Raise profile of DIAAC in community</b>	<b>4.1</b> Provide to P&P subcommittee suggestions regarding DIAAC's web page on London.ca	Nil	Ongoing	Education and Policy & Planning subcommittee
	<b>4.2</b> Propose name tags for interested DIAAC members for use at city-wide DIAAC events & related events.	\$200	Ongoing	
	<b>4.2.1</b> Provide to Chair, Vice-Chair and Subcommittee Chairs as minimum			
	<b>4.3</b> Collaborate/piggyback on smaller	TBD	Ongoing	Cross Cultural Learner Centre,

	<p>projects/events with other organizations that overlap DIAAC's mandate.</p> <p><b>4.4</b> Compile database of contacts for faith centres, neighborhood associations, ethno-cultural organizations and other organizations for DIAAC and other subcommittees use for outreach purposes.</p> <p><b>4.4.1</b> Connect with Civic Administration for access to current database</p>	Nil	Ongoing	London Immigration Partnership, LUSO, NECC
<b>5. Share in role of research, knowledge attainment and providing recommendations to achieve mandate</b>	<b>5.1</b> Combined efforts of keeping apprised of best practices in other geographic areas and identifying issues happening within the CofL.	Nil	Education, Policy & Planning and Awareness subcommittee	Ongoing

## DIAAC – Policy & Planning Sub-committee Work Plan 2018

Goal	Implementation	Budget	Status	Responsibility
<b>1. Review of policies at CofL related to Diversity and Inclusion</b>	<p><b>1.1</b> Monitor development and implementation of the Diverse Voices 4 Change recommendations. Including voluntary disclosure for all appointments</p> <p><b>1.1.1.</b> Diverse Voices 4 Change submitted their recommendations to Council following their research program. DIAAC has requested to be updated as recommendations are implemented/finalized by Staff.</p>	Nil	<p>September</p> <ul style="list-style-type: none"> <li>- Aden has requested Rosanna Wilcox and City Clerk attend September Policy &amp; Planning subcommittee meeting for update.</li> </ul>	Policy & Planning
	<p><b>1.2</b> Provide input into the Community Diversity &amp; Inclusion Plan and monitor implementation of plan.</p> <p><b>1.2.1.</b> Offer resources and information that may be pertinent for the Diversity &amp; Inclusion plan.</p>	Nil	Ongoing	Policy & Planning

	<p><b>1.2.2.</b> Providing ongoing consultation &amp; review</p> <p><b>1.2.3.</b> Monitor and provide support of strategies that are to be implemented at municipal level.</p> <p><b>1.3</b> Monitor implementation of Truth and Reconciliation Commission</p> <p><b>1.3.1.</b> Request process to be updated on TRC implementation</p>	Nil	September	Policy & Planning
	<p><b>1.4</b> Offer support and monitor progress of immigration strategy</p>	Nil	<p>Ongoing</p> <p>- Once submitted, the final copy will be sent to P&amp;P prior to going to Council</p>	Policy & Planning
	<p><b>1.5</b> Review the following policies when they are up for review by City of London:</p> <p><b>1.1.1</b> CofL policies will be assigned to be reviewed on biannual basis. We will request to be notified when policies specifically relating to Diversity &amp; Inclusion, Accommodations and Indigenous affairs, the P&amp;P committee be earmarked to also review.</p>			
<b>2. Encourage greater diversity in all advisory committees</b>	<p><b>2.1</b> Develop standard statements that encourage greater diversity for the Terms of Reference of other City advisory committees</p>	Nil	Ongoing	Policy & Planning
	<p><b>2.2</b> Promote appointments process to diverse communities in city of London.</p>	TBD	Ongoing	Policy & Planning

	<p><b>2.2.1.</b> In keeping with transparency and inclusivity, DIAAC has discussed that the appointments process may require further promotion among community members, to ensure a broad and diverse pool of candidates for appointment to committees.</p>		<ul style="list-style-type: none"> <li>- Discuss opportunities with City Clerk at September meeting.</li> </ul>	
<p><b>3. Support the development of DIAAC's structure</b></p>	<p><b>3.1</b> Review Terms of Reference and membership structure of DIAAC</p>	Nil	<p>Complete</p> <ul style="list-style-type: none"> <li>- Finalized and sent to Pat.</li> </ul>	Policy & Planning
	<p><b>3.2</b> Facilitate the development of annual work plans for DIAAC; monitor and measure subsequent activities</p>			
	<p><b>3.2.1.</b>Review draft sub- committee work plans</p>	Nil	July 2018	DIAAC
	<p><b>3.2.2.</b>Consolidate into an aligned document</p>		August 2018	Policy & Planning
	<p><b>3.2.3.</b>Develop monitoring and measurement protocols</p>		Ongoing	Policy & Planning
	<p><b>3.3.</b> Provide recommendations and supplemental materials to enhance the DIAAC new member orientation</p>			
	<p><b>3.3.1.</b>Collaborate with Clerk's Office on recommendations submitted via proposed new member orientation checklist.</p>	Nil	Summer 2017 – Completed. Discussed w/ Saleha Khan re: incorporating Gender & Equity Lens into new members orientation	Policy & Planning
	<p><b>3.3.2.</b>Facilitate development of DIAAC document to be completed by Education sub-committee</p> <ul style="list-style-type: none"> <li>- Put together materials to be reviewed by Policy &amp; Planning, contribute to creation of DIAAC specific orientation.</li> </ul>	Nil	<p>Ongoing</p> <p>Ongoing</p>	<p>Education and Policy &amp; Planning subcommittee</p> <p>All subcommittees</p>

	<p>- Consider diverse ways of distributing orientation materials</p> <p><b>3.3.3.</b>Develop the following documents: Established meeting practices, Roles and Responsibilities &amp; Acronym List</p>		Ongoing	
<b>4. Developing relationships with City of London</b>	<p><b>4.1</b> Establish positive relationships with Council</p> <p><b>4.1.1.</b> Explore opportunities to work with Council members</p> <p><b>4.1.1.1.</b> Propose that all new council members meet w/ DIAAC.</p>	Nil	<p>Ongoing</p> <ul style="list-style-type: none"> <li>- Review once Equity &amp;Inclusion lens is complete (Fall 2018)</li> </ul>	Policy & Planning
	<p><b>4.2</b> Explore relationships within the Corporation of the City of London whose work is impacted by diversity and inclusion; offering DIAAC as a resource</p> <p><b>4.2.1.</b> Reach out to contact people in the following areas of the Corporation, inviting them to a P&amp;P sub-committee meeting to learn about the work they do and possible interfacing with DIAAC: Intergovernmental Liaison Communications, Culture &amp; Municipal Policies, Community Development &amp; Funding, Homelessness, Human Resources, Emergency Measures, Planning, Parks &amp; Recreation, Housing, Social Services &amp; Dearness, Transportation and Engineering</p> <p><b>4.2.2.</b> Develop introductory message and prioritization of outreach.</p>	Nil	<p>May 2018-2019</p> <p>To be discussed at September DIAAC meeting</p>	Policy & Planning
	<p><b>5.1</b> Collaborate with Education subcommittee to create new and revised content to enhance the DIAAC new member's orientation package</p> <p><b>5.1.1.</b> Contribute to creation of orientation</p>	Nil	Ongoing – to be completed prior to start of new term	Policy & Planning and Education subcommittee



	materials and provide recommendations/feedback as requested by Education subcommittee.			
<b>6. Raise profile of DIAAC in community</b>	<b>6.1</b> Assist Education subcommittee with suggestions regarding DIAAC's web page on London.ca	Nil	June 2018 - Suggestions presented and approved in 2018	Education and Policy & Planning subcommittee

## DEFERRED MATTERS

### COMMUNITY AND PROTECTIVE SERVICES COMMITTEE

as of March 25, 2019

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
1.	<p><b><u>Request for Naming of Vimy Ridge Park</u></b>  That the following actions be taken with respect to the request for naming of Vimy Ridge Park:</p> <p>a) the Civic Administration BE REQUESTED to complete appropriate stakeholder consultation and report back to the Community and Protective Services Committee (CPSC), as soon as possible, with respect to a location that would be adequate and a suitable Vimy Ridge commemorative location, including the necessary budget;</p> <p>b) the request to name a parcel of land located adjacent to the Charlie Fox Overpass at Hale Street and Trafalgar Street, "Vimy Ridge Park" BE REFERRED to a future meeting of the CPSC when the above-noted information is available related to this matter; and,</p> <p>c) the Civic Administration BE DIRECTED to make the necessary arrangements for the land located adjacent to the Charlie Fox Overpass at Hale Street and Trafalgar Street to be designated as the temporary "Vimy Ridge Park" until such time as the actions outlined in a) and b) have been completed and a permanent "Vimy Ridge Park" has been established.</p>	February 22, 2017	TBD	S. Stafford	Community and Stakeholder Engagement in Spring of 2019 Report back in Summer of 2019
2.	<p><b><u>2nd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee</u></b>  That the following actions be taken with respect to the 2nd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee (DIAAC), from its meeting held on January 18, 2018:</p> <p>a) the City Clerk BE REQUESTED to review and consider new, additional resources for the Advisory Committee, Board and Commission membership recruitment in order to augment the diversity of applications for vacant positions, specifically focusing on diverse, young women and report back to the Community and Protective Services Committee with respect to this matter; it being</p>	February 21, 2018	TBD	C. Saunders	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	noted that the DIAAC received the attached presentation from K. Koltun, Government and External Relations Office, with respect to the Diverse Voices for Change Initiative and the related committee census information; and,				
3.	<b><u>Salvation Army Commissioning</u></b> That the communication dated February 26, 2018, from B. Miller, with respect to a request to install a bronze plaque in Victoria Park to acknowledge and thank the Salvation Army for over 130 years of service in the City of London, BE REFERRED to the Civic Administration for consideration and a report back to the Community and Protective Services Committee as to what options are currently in place to facilitate the recognition or a new type of recognition.	March 20, 2018	TBD	S. Stafford	
4.	<b><u>4th Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee</u></b> c) the City Clerk BE REQUESTED to undertake a review of the potential provision of child minding for Advisory Committees and to report back to the appropriate standing committee	April 4, 2018	2018	B. Coxhead C. Saunders	
5.	<b><u>7th Report of the Accessibility Advisory Committee</u></b> That the following actions be taken with respect to the 7th Report of the Accessibility Advisory Committee from its meeting held on July 26, 2018: a) the motion from the Policy Sub-Committee report, from the meeting held on July 10, 2018, with respect to Municipal Council being requested to fully endorse the Outdoor Event Guide, in its entirety, and require that all events held on city-owned land be required to implement all points BE REFERRED to the Civic Administration for review and a report back to the Community and Protective Services Committee in enough time for possible implementation prior to the next events season;	August 14, 2018	TBD	J.P. McGonigle	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
6.	<p><b><u>Mayor's Meeting With the Accessibility Advisory Committee – Update</u></b></p> <p>That the following actions be taken with respect to the correspondence from Mayor M. Brown regarding his meeting on June 28, 2018 with members of the Accessibility Advisory Committee:</p> <p>b) the remainder of the above-noted correspondence BE REFERRED to the Civic Administration in order to report back to the Community and Protective Services Committee as soon as possible related to the request(s), including, but not limited to, potential timelines and resource implications.</p>	August 14, 2018	TBD	S. Datars Bere C. Saunders G. Kotsifas J. Fleming S. Stafford M. Hayward B. Card M. Daley K. Scherr B. Coxhead A.L. Barbon	
7.	<p><b><u>Municipal Implementation of Legalized Cannabis - Cannabis Licence Act, 2018</u></b></p> <p>That, on the recommendation of the Director of Community and Economic Innovation, with the concurrence of the City Manager, the following actions be taken with respect to the municipal implementation of legalized cannabis:</p> <p>d) the Civic Administration BE DIRECTED to continue monitor impacts associated with recreational cannabis and report back to the Community and Protective Services Committee no later than April 2020</p>	December 10, 2018	TBD	R. Wilcox M. Hayward	
8.	<p><b><u>Administrative Monetary Penalty By-law</u></b></p> <p>That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to an Administrative Monetary By-law:</p> <p>d) the Civic Administration BE DIRECTED to report back to the Community and Protective Services Committee with information following the initial 12 month implementation period;</p> <p>e) the Civic Administration BE REQUESTED to report back after the 12 month period with respect to proposals for implementing the Administrative Monetary Penalty System for other by-laws and what the financial implications would be;</p> <p>f) the Civic Administration BE REQUESTED to investigate and report back to the Community and</p>	December 10, 2018	TBD	G. Kotsifas A. Drost	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	Protective Services Committee, as soon as possible, with available technology options to limit barriers to people living with disabilities;				
9.	<b><u>Towing Services Review</u></b> That the communication, as appended to the agenda, from Councillor S. Lewis, with respect to a request for a draft by-law related to the towing industry, BE REFERRED to the Civic Administration for a review and consultation with the industry as well as with law enforcement agencies, including the London Police Service and Ontario Provincial Police, along with a report back to the Community and Protective Services Committee as to whether or not a by-law is required; it being noted that the delegation requests from T. Whitworth and F. Ibrahim, as included on the Added Agenda, will be referred to the above-noted consultation.	January 22, 2019	TBD	G. Kotsifas O. Katolyk	