

Agenda Including Addeds

Community and Protective Services Committee

The 5th Meeting of the Community and Protective Services Committee

April 28, 2020, 12:00 PM

Council Chambers

Members

Councillors S. Lewis (Chair), M. van Holst, M. Salih, P. Squire, S. Hillier, Mayor E. Holder

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TO:	CHAIR AND MEMBERS COMMUNITY and PROTECTIVE SERVICES COMMITTEE MEETING ON, APRIL 28, 2020
FROM:	SANDRA DATARS BERE MANAGING DIRECTOR HOUSING, SOCIAL SERVICES AND DEARNESS HOME
SUBJECT:	HOUSING QUARTERLY REPORT

RECOMMENDATION

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, that the following actions be taken with respect to this report:

- a) That this report **BE RECEIVED** for information;
- b) That this report **BE CIRCULATED** to stakeholders, agencies, and community groups including, but not limited to: Middlesex County, London Housing Advisory Committee, and the London Homeless Coalition.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

- Housing Quarterly Report (CPSC: January 21, 2020)
- Municipal Council Approval Of The Housing Stability Plan 2019 to 2024, as Required Under The Housing Services Act, 2011 (CPSC: December 3, 2019)
- City of London Housing Services Review: Proposed Action Plan (SPPC: September 16th, 2019)
- Homeless Prevention and Housing Plan 5 Year Review and Update – Process (CPSC: June 17, 2019)

LINK TO STRATEGIC PLAN 2019-2023

City Council's 2019 – 2023 Strategic Plan for the City of London identifies 'Strengthening Our Community' and 'Building a Sustainable City' as strategic areas of focus. The City of London's Housing Stability Action Plan and the work that has been initiated as part of the City of London's Housing Services Review is aligned with these strategic priorities by focusing on increasing affordable and quality housing options for individuals and families, reducing the number of individuals and families experiencing chronic homelessness or at risk of becoming homeless, supporting improved access to mental health and addiction services, and increasing opportunities for individuals and families.

OVERVIEW

In 2019, the City of London undertook two homeless prevention and housing related strategic initiatives both intended to review existing challenges as well as create strategies to improve system outcomes:

- In September 2019, City Council received and approved the Housing Services Review and endorsed a plan of action intended to increase the efficiency and effectiveness of the service delivery of housing services. The scope of this review includes the City's Housing and Homeless Prevention Services Divisions as well as the Housing Development Corporation (HDC) and London Middlesex Community Housing (LMCH).
- Concurrently, throughout 2019, the City completed a comprehensive community consultation process, which resulted in the creation of the **Housing Stability Action Plan (HSAP)**.
 - In December 2019, City Council approved the HSAP and it was submitted to the

province as required under the *Housing Services Act* and to the federal government to ensure alignment with *Reaching Home: Canada's Homelessness Strategy* and the *National Housing Strategy*.

As outlined in the two staff reports to City Council regarding both the Housing Service Review (September 16, 2019), and the HSAP (December 3, 2019), Civic Administration has committed to provide City Council with regular updates on all housing activities across the City of London (including those organizations for which the City acts as the Shareholder, including HDC, LMCH) on an proactive and quarterly basis.

It was determined that more frequent reporting to Council and to the community would assist in greater understanding of issues, the complexity of service delivery and also demonstrate the growing and much needed connectivity between all housing and homeless prevention services to create better outcomes and resolutions for those most in need.

This report serves as the second quarterly report to City Council and intends to provide an update on housing activities that have been undertaken over the most recent period, including those priorities that were identified through the Housing Services Review. The following provides an overview of CPSC reporting timelines:

- CPSC, July 15th, 2020: Housing Quarterly Report #3
- CPSC, October 6th, 2020: Housing Quarterly Report #4
- CPSC, January 2021: 1st quarterly report for 2021
- The reports will also provide an update on the London Housing Services Review: Proposed Action Plan report including, as applicable, a recommendation of a revised approach for housing and homeless prevention services moving forward.

Reporting of activities and initiatives will be categorized under the four (4) Strategic Areas of Focus from the Plan, attached as Schedule 1 to this report. This report and future quarterly reports will also be used to provide updates on the implementation of the Housing Stability Action Plan, both current and subsequent to its review and concurrence from the provincial and federal governments.

HOUSING ACTIVITIES TO DATE

Housing Stability System Response to COVID-19 Mitigation

The emergence of the COVID-19 crisis has significantly shifted operations across the housing stability system. There is a recognition across the housing stability system that this is an extraordinary and unprecedented time, not just for the communities served by the City and its partners, but for every organization and household around the world. Slowing the spread of COVID-19 is a responsibility that is shared by all and keeping vulnerable communities and households safe during this crisis is paramount.

The housing stability system has shifted operations in an effort to keep communities and organizations safe while maintaining essential operations. Civic administration is in regular contact with key partners, agencies and senior levels of government to help manage operations during this crisis. The following provides an overview of the current state of operations:

- Under direction from senior leadership within the City of London, and in keeping with the Province of Ontario's declaration of a State of Emergency, the Homeless Prevention and Housing Services team has moved to providing minimal operations and essential services only.
- The Housing Access Centre (HAC) at Citi Plaza has remained open to the public, however, there is a focus on answering inquiries from clients and providers and processing urgent housing apps. There is no in-person access to the offices or front counter. HAC is available to the public through fax, email, and phone. Housing providers subsidy payments will continue as scheduled.
- The emergency shelter system has suspended all non-essential programming in an effort to protect clients, volunteers, community and staff. This includes:
 - Prioritizing individuals in shelter who are part of the COVID-19 vulnerable population and procuring 100 motel rooms to achieve physical distancing in shelter.

- Additionally, Homeless Prevention has operationalized an isolation space (up to 26 beds) for individuals who are experiencing homelessness who test positive for COVID-19 as well as a monitoring space (up to 30 beds) where homeless individuals who are awaiting test results to stay and quarantine.
- Food security for those experiencing homelessness continues to be a challenge which has been increased amid COVID-19 precautions. Homeless Prevention continues to work with community partners to identify and fill gaps to food access for those who are experiencing homelessness. This includes:
 - Organizing approx. 50 hot meals per day to homeless serving agencies as well as organizing the Center of hope to provide their food truck seven days a week at various locations across the downtown and old east village areas.
 - This work will support remaining providers who are still operating meal programs in the community.
- LMCH and HDC has closed its main offices to the public. Residents, clients and the public can still reach both organizations via telephone, email or through their website.
- Community housing providers are continuing to support their tenants, filling vacancies to the best of their ability and respond to emergency maintenance requests. Operations have shifted for staff to work remotely, and, in some instances, housing providers have made a digital rent payment option available to tenants.
- The Service Manager is working closely with housing providers to assess the potential financial risk associated with the impact on the housing providers and the City during the covid-19 situation.
- Rent-geared-to-income units will continue to be fully funded within existing budgets with vacancy units supported for up to two months.
- Currently the Service Manager is monitoring:
 - Current tenants ability to continue paying their monthly rent recognizing that many may have difficulty maintaining rent payments;
 - Extra costs incurred by housing providers related to covid-19;
 - The potential increased rent-geared-to-income (RGI) subsidy payments to housing providers as a result of RGI tenants loss of employment; and,
 - if there will be a financial impact to the City as part of the annual subsidy reconciliation process with the housing providers.
- At this point, it is too early accurately assess the full financial impact on housing providers.
- In regards to the affordable housing developing, the Government of Ontario has indicated that only residential construction projects that are already underway, with permits issued before a prescribed date, may proceed.
 - The result is that issuing new loans to assist with the creation of new Affordable Housing units will be paused until the COVID public health emergency ends.

Housing Stability Action Plan – Implementation Update

Since City Council received their last update with regards to the HSAP in January 2020, Civic Administration has begun developing an implementation plan, which will outline priorities, sequencing and specific action items. Civic administration has established a City-wide working group with the intention of identifying priority actions for each service and expected timelines. Civic Administration has also met with key partners from our indigenous communities, homeless prevention sector and housing sector to work through their potential contributions to HSAP.

However, prior to producing a formal implementation, there was recognition that the implementation of HSAP could shift based on the following items:

- 1) New investment from City Council through the Multi-Year Budget process; and,
- 2) The Ministry of Municipal Affairs and Housing (MMAH) final approval of the plan.

With the City Council's approval of the Multi-Year budget on March 2nd, this report will connect

HSAP and how multi-year investment within homeless prevention and housing service areas will support many strategic priorities and actions within the HSAP. This report will also separate the strategies and actions that are moving forward using existing funding.

In regards to MMAH approval, the City of London received formal approval of the HSAP on March 24th, 2020.

Multi-Year Budget – HSAP Impact

Through the multi-year budget process, the housing stability system received \$73.3M in total additional investment to support multiple new initiatives aimed at supporting London and Middlesex’s most vulnerable with their housing stability challenges. The table below summarizes the additional investments.

Case Ref #	Case Description	Approved Additional Investments					
		Gross Investment (000's)				Gross Investment (000's) 2020 - 2023	Net Budget (000's) 2020-2023
		2020	2021	2022	2023		
2	Affordable Housing CIP	3,187	1,187	195	203	4,772	772
6	Coordinated Informed Response (Homeless Prevention)	1,613	1,655	1,697	1,738	6,703	6,703
7	Core Area Action Plan - Note 1 (Homeless Prevention)	7,200	1,000	1,000	1,000	10,200	4,000
10	HDC Funding for Affordable Housing	500	770	1,080	1,300	3,650	3,650
12	LMCH Infrastructure Gap	1,792	3,042	4,542	6,142	15,518	5,000
18	CMHC Co Investment	4,973	5,030	5,084	5,142	20,229	7,777
19	LMCH Operating Staffing & Security	1,306	1,651	1,872	2,112	6,941	5,675
21	LMCH Regeneration (Housing)	500	500	1,750	2,500	5,250	5,250
Total		21,071	14,835	17,220	20,137	73,263	38,827

Note 1 Portion of Core Area Action Plan Associated with Housing

HSAP - Priority Initiatives

The following provides an overview of initiatives and progress as it relates to the four strategic pillars of the HSAP. In many cases, these initiatives are developed in partnership with many key community stakeholders, with the intention to address housing challenges and create opportunities for those seeking housing stability. The HSAP is intended to be a five year plan, however many initiatives identified in the plan have begun.

Respond to the Homeless Crisis

Coordinated Informed Response (MYB Investment) - HSAP Alignment: 1.2.b.; 1.2.c; 1.4.c.

- London’s Coordinated Informed Response works with multiple service areas and organizations to support individuals who are street involved, sleeping rough and urban camping in finding safe alternative solutions focused on housing.
 - Response partners include London Police Service, London Cares and City Services such as Homeless Prevention, Municipal Bylaw Enforcement, Parks, Roads and Transportation, Social Services, Corporate Security and Service London.
 - The program started as a 16-week pilot program in September 2018, however, with investment provided through the multi-year budgetary process, this program will continue until 2023.
 - With approval through the Multi-Year Budget process, the services offered through the pilot will become longer term programming managed by Homeless Prevention.

Core Area Action Plan (MYB Investment) - HSAP Alignment: 1.2.a; 1.3.b.; 1.3.c.

- The Core Area Action Plan (CAAP) is a comprehensive approach to planning for the health and vitality of the Core.
- The CAAP recognizes the need to help with homelessness, health issues, safety and security, support businesses, and also the need to attract more people to the core.
- Expected outcomes from the multi-year budget’s Core Area Action Plan business case includes: establishment of 40 more daytime resting spaces; establishing 20 beds as stabilization spaces; and creating a four-year Core Area Ambassador pilot program.
- These Core Area actions are in addition to ones undertaken in coordination with other city-wide initiatives and ones funded through existing budget allocation. Such actions include

the establishment of supportive housing across the city, expanding the case management approach for helping vulnerable populations, and non-housing initiatives in the core, such as increasing incentive programs, by-law enforcement, street cleaning, and additional programming to attract more people to the core.

Coordinated Access System - HSAP Alignment: 1.1.b; 1.3.a.; 1.3.c.;

- London is a Reaching Home Community and is required to have a coordinated access system in place by March 31, 2022.
- Coordinated access is a way for communities to bring consistency to the process by which people experiencing or at risk of homelessness access housing and related services.
 - Core components of a strong Coordinated Access system include a Housing First approach; real-time data about the supply of and demand for housing resources; and a streamlined service delivery approach with access points to service, a standardized workflow for triage and assessment; prioritization; and vacancy matching and referral.
- Coordinated access makes it possible to take a comprehensive systems-based approach to addressing homelessness, rather than an agency-by-agency or program-centred approach.
- For clients, this integration can result in more effective and timely access to housing and housing supports, regardless of where someone first seeks services, access is based on vulnerability, eligibility and choice.
- The Housing Stability System has designed a local Coordinated Access System and is currently testing with key partners and individuals with lived and living experience.

Create More Housing Stock

Regeneration of London Middlesex Community Housing (MYB Initiative) - HSAP Alignment: 2.2.a

- Business Case # 21 - LMCH Regeneration was approved in the multi-year budget with a gross investment of \$5.3 million.
- These additional funds are intended to accumulate sufficient capital to cash flow the first stage of development
- In the coming months, civic administration will continue with site investigations to determine site selection, which is based on site constraints and development considerations including use, intensification, built form, etc.
- Regeneration is planned to be a multi-phased approach with approximately 20 units completed per phase. LMCH's target is the completion of 50 units by 2023.
 - Anticipation of new units and timelines are subject to funding, site feasibility, and the compatibility for intensification in the surrounding neighbourhood. LMCH, HDC and the City are working together to ensure maximum value and minimize any impacts to tenants and communities.

Community Improvement Plan (CIP) for Affordable Housing- HSAP Alignment: 2.1.c

- City Council approved an Affordable Housing Community Improvement Plan (CIP) in January 2020.
- The Affordable Housing CIP allows the City to take certain actions that are otherwise not permitted by Provincial legislation, including offering City incentive programs to private businesses.
- To encourage the development of affordable housing units and additional residential units (formerly known as "secondary dwelling units") the CIP includes two (2) loan programs.
- Business Case # 2 – Affordable Housing CIP was approved in the multi-year budget with a gross investment of \$4.8 million. Of the \$4.8 million \$4 million will fund the program in

the form of a revolving loan fund.

- The CIP programs are also considered the City's contribution for the purposes of Federal "co-investment" funding programs offered by the Canada Mortgage and Housing Corporation (CMHC).
 - Therefore the CIP programs may allow applicants access to additional Federal affordable housing funding.

Work with the private market to retain existing affordability in rental market (MYB investment) - HSAP Alignment: 2.1.a

- During the last quarter of 2019 and the start of 2020, HDC worked with its roster of partners to advance affordable housing developments to begin construction in 2020.
- The following two developments reflect the start of 56 new affordable housing units which were being finalized at the same time as the previous quarterly report.
- These developments were initiated before the multi-year budget approval and will advance with funding from the Ontario Priorities Housing Initiative with application for further funding through the CMHC Co-Investment Fund program.
- In addition, work is advancing on land development, including lands that were acquired through the allocation of City surplus properties to HDC.
 - Youth Opportunities Unlimited (YOU): YOU's development at 329-331 Richmond Street represents an affordable development focused on youth – with supports.
 - This new site will have a mix of affordable and market value one and two-bedroom units, totaling 35 units.
 - ZerIn Development Corp.: ZerIn Development Corp. is a provider of social housing who has been able to leverage their organization and holdings to support their next development at 440 Clarke Road.
 - This development will have a mix of one and two-bedroom affordable and market value units, totaling 21 units.

What is 'Bonusing' and how does it help with housing stability?

The City of London uses Bonusing, under Section 37 of the Planning Act, as a planning tool to secure more affordable housing units in exchange for allowing a developer to increase the height and density of their building beyond the current zoning restrictions.

HDC and the City have worked with private developers to advance 88 bonused new affordable units to date, with no additional cost to the municipality.

Provide Housing Supports

New Housing Stability Services to Support Low to Moderate needs - HSAP Alignment: 1.1.a; 1.5.a.

- City of London funds seven Housing First programs that provide intensive case management, housing finders and housing stability supports, primarily to chronically homeless individuals with high needs.
- Limited housing stability support exists for individuals only requiring light or moderate needs, representing a significant gap in the housing stability system.
- An opportunity exists to rapidly house lower and moderate acuity individuals thereby significantly reducing the number of individuals experiencing homelessness in London.
- On April 7th, 2020, City Council approved the program proposals from experienced and qualified proponents to provide the following Housing Stability Services. These include:
 - Rent Stability Program;
 - Rapid Rehousing Program; and,
 - Housing Identification Program.
- The housing stability programs will have capacity to serve a number of people in the homeless prevention system. This includes:
 - 300 people through the housing identification program
 - 100 low acuity individuals through the housing stability program
 - 200 moderate acuity individuals through the rapid re-housing program

- The Standard Form Occupancy Agreement (Head Lease) is intended to facilitate rapid delivery of affordable transitional housing with supports for up to 10 individuals and families experiencing homelessness.
 - The City of London Homeless Prevention team intends to match individuals and families from our coordinated access priority list to affordable transitional units in the private market leased by the City of London through the Standard Form Occupancy Agreement.
 - The supportive component of the housing placement will be aimed at supporting successful tenancy through life skills development and focused on housing stability.
 - The program's next steps will be to undertake an RFP to work with landlords across the city for this program with implementation expected by fall of 2020.

Canada-Ontario Housing Benefit - HSAP Alignment: 3.4.c

- The Canada-Ontario Housing Benefit (COHB) is a portable financial benefit program where grant funding is paid directly to low-income priority households that are on, or eligible to be on, a social housing waiting list, and to households in financial need living in private market housing.
- COHB is jointly funded by the federal and provincial governments as announced through the National Housing Strategy. COHB will begin on April 1st, 2020 and is expected to continue until March 31st, 2029.
- Civic Administration anticipates that, based on current funding allocations from MMAH, COHB will benefit 211 Londoners in 2020-21 and an additional 65 new clients in 2021-22 at an average benefit of \$364 per month.

Community Housing Bridging Pilot Program - HSAP Alignment: 3.1.b; 3.3.b.

- The Community Housing Bridge Program (CHBP) is a portable housing allowance that is available to individuals and families that are currently on the social housing waitlist.
- CHBP is a portable allowance is paid directly to participant (or pay directly to landlord based on applicant's choice), rather than being tied to a particular unit, or landlord. The portability of the benefit allows participants of the program greater choice in where they live, while they remain active on the waitlist for social housing.
- This allowance will provide financial support up to three years until social housing is obtained or applicant no longer active in centralized social housing waitlist.
- CHBP is fully funded by the Government of Ontario, Social Infrastructure Fund Investment in Affordable Housing for Ontario and is expected to launch in summer 2020.

Simcoe Gardens Project - HSAP Alignment: 3.2.a.; 3.2.b.; 3.4.c.; 3.4.d.

- LMCH collaborated with Homeless Prevention and Canadian Mental Health Association (CMHA) and Housing Services to establish rent-geared-to-income housing with supports project at Simcoe Gardens, 241 Simcoe Street, London.
- The project will provide Simcoe Gardens with mental health supports, housing stability services, and community development initiatives designed to promote health, employment, and social connections outcomes for participants.
- Additionally, LMCH is developing an evaluation to recognize successes and identify opportunities for improvement.
- LMCH is finalizing a Memorandum of Understanding with CMHA to confirm service delivery and complete capital and technology updates for the project.
- The partners involved in this project are agreeing upon a selection process to ensure that the program will provide housing stability services to community members who need it most.

Increasing Operating Staff and Security within LMCH (MYB Investment) - HSAP Alignment: 3.4.c.

- City Council approved the 2020-2023 Multi-year budget, including business case #19 - LMCH

Operating Staffing and Security, under the Additional Investment Business Cases.

- Business Case # 19 - LMCH Operating Staffing and Security was approved in the multi-year budget with a gross investment of \$6.9 million. This initiative will add 25 staff to strengthen LMCH across various departments.
- Over the next four years, LMCH will strengthen staff in Security (4), Tenant Services (6), Property Services (11), Finance and IT (3), and Community Development (1).
- The immediate focus of the organization is to enhance security to relieve strain on Police and site staff at high acuity buildings by providing increased tenant services through reductions in Community Relations Workers (CRWs) caseload, increased maintenance staffing to address work orders and a continuation of managing vacancy levels efficiently.

Increase Supportive and Specializing Housing Options – Indwell Community Homes - HSAP Alignment: 3.4.c.

- There are efforts being made to develop “specialized housing” being advanced by Indwell Community Homes at 744 Dundas Street.
- The intent is to advance this development for final approvals, funding, and construction start this year to provide additional permanent housing with supports.
- This work is being done in a unique partnership between Indwell, HDC and the City’s Housing and Homeless Prevention service areas, with support from CMHC, other City service areas and other sectors.
- The approved multi-year budget for the Core Area Action Plan (Business Case 7b) includes \$4,000,000 being identified and subject to council approval, be allocated to this specific development and HDC’s approved budget for Funding for Affordable Housing (Business Case #10a and 10b) will make a contribution to help support this initiative.

Transform System Service

Housing Stability Action Plan & Indigenous Homeless Prevention Strategy - HSAP Alignment 4.1.b.

- The City has supported the development of a community driven, Indigenous-led housing and homelessness plan - the Giwetashkad Indigenous Homeless Plan.
- This plan represents culturally sensitive perspectives of community members with lived and/or living experience and sets out a vision of home as a place of safety and belonging for all peoples.
- The City has received the draft version of this plan and has met with stakeholders to discuss alignment with the HSAP.
- The City has committed to meeting with indigenous stakeholders and authors of the Giwetashkad Indigenous Homeless Plan to support successful implementation.

Homeless Prevention Data Integration – SAMS and HIFIS - HSAP Alignment: 4.2.a.

- The Homeless Individuals and Families Information System (HIFIS) is a comprehensive data collection and case management system, used by the London Homeless Prevention Network.
- Exploration regarding how Ontario Works Team H could work collaboratively with the Homelessness Prevention Team by accessing the HIFIS database, began in the fall 2019.
- Access to the HIFIS database permits Ontario Works Team H and the Housing Access Centre to improve data quality, reduce process burden, streamline Ontario Works appointment requests, and helps support paper readiness, improving client services and housing goal achievement.
- Access to the HIFIS database by the network was granted in winter 2020. Training of staff on HIFIS remains a goal for spring 2020.

Full Operational Review of LMCH’s vacancy and unit restoration progress - HSAP Alignment: 3.4.c.

- LMCH continues to examine their vacancy process and is sharing best practices with other community housing providers.
- As of February 29th, the vacancy rate within LMCH for rentable units was 1.2% in active rental and a total vacancy rate of 3.9%, with the objective of reaching a 2% active repair and a 3% total vacancy rate.
- LMCH restored 96 units and leased 98 units to families in January and February of 2020.
- LMCH will continue to work on refining our process for vacancy management by collaborating with experts in community housing.

LMCH’s Comprehensive Pest Management Efforts - HSAP Alignment: 3.4.c.

- In late 2019, LMCH received permission to address elevated pest infestations at 241 Simcoe Street and 580 Dundas Street by temporarily halting new rentals.
- New rentals were accepted at Simcoe Street at the end of December 2019 with the project being completed at Dundas Street at the beginning of February 2020.
- Following the completion of the program, LMCH is now able to provide pest treatment to new infestations immediately and keep the pest situation in both buildings under control.
- A total of 26 of the pest cleared units have been rented in since January 1, 2020

NEXT STEPS

All related housing services areas will continue to deliver core operational responsibilities, as well as continue to shift operations to align with the recommendations within the Housing Service Review and the Housing Stability Action Plan.

The next update for City Council is currently scheduled for July 2020.

SUBMITTED BY:	RECOMMENDED BY:
DOUG CALDERWOOD-SMITH MANAGER, STRATEGIC PROGRAMS AND PARTNERSHIPS	SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME

CC:
 Dave Purdy, Manager, Housing Services
 Craig Cooper, Manager, Homeless Prevention
 Gregg Barrett, Director, City Planning and City Planner
 Kevin Dickins, Manager, Employment and Income Supports
 Bryan Baar, Senior Business Administrator
 Stephen Giustizia, CEO, Housing Development Corporation, London
 Andrea Mackenzie, CEO, London Middlesex Community Housing

SCHEDULE 1



Housing Stability for All – Strategic Pillars

- The Housing Stability Action Plan sets a strategic vision of Housing Stability for All.
- Within the vision, there are four strategic areas of focus noted above.
 - Each strategic area of focus has a goal, result, strategies, actions, and measures that will guide the work of the community now and in the future.
- It is important to note that these pillars are interconnected and must be advanced in unison to advance the objectives of the Plan.

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON APRIL 28, 2020
FROM:	SANDRA DATARS BERE MANAGING DIRECTOR HOUSING, SOCIAL SERVICES AND DEARNESS HOME
SUBJECT:	CANADA'S COVID19 ECONOMIC RESPONSE PLAN FUNDING AGREEMENT TO SUPPORT PEOPLE EXPERIENCING AND AT RISK OF HOMELESSNESS

RECOMMENDATION

That, on the recommendation of the Managing Director of Housing, Social Services and Dearness Home, the following action be taken:

- 1) The proposed by-law attached as (Appendix "A") **BE INTRODUCED** at the Municipal Council meeting to be held on May 5, 2020;
 - (a) To **AUTHORIZE** and **APPROVE** Canada's COVID19 Economic Response Plan Funding Agreement to Support People Experiencing and at Risk of Homelessness, substantially in the form attached as Schedule 1 to this By-law to be entered into between The Corporation of the City of London and Her Majesty the Queen in Right of Canada, as represented by the Minister of Employment and Social Development Canada;
 - (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, or written designate, the authority to approve any further Amendments to Canada's COVID19 Economic Response Plan Funding Agreement to Support People Experiencing and at Risk of Homelessness, 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 Canada's COVID19 Economic Response Plan Funding Agreement to Support People Experiencing and at Risk of Homelessness approved in subsection 1(a); and,
 - (e) **DELEGATE** to the Managing Director, Housing, Social Services and Dearness Home, or written designate, 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).
 - (f) **DELEGATE** to the Managing Director, Housing, Social Services and Dearness Home, or written designate, the authority to enter into sub-project funding agreements with approved service providers, in accordance with the City's funding agreement with Canada, using the approved Reaching Home: Canada's Homelessness Strategy Sub-Project Funding Agreement template, attached as Schedule 2 for reference.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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- Municipal Council Approval of the Housing Stability Plan 2019 to 2024 as Required Under The Housing Services Act, 2011 (CPSC: December 3, 2019)
- Reaching Home, Canada's Homelessness Strategy Community Entity – Designated Communities Funding Agreement (CPSC: April 1, 2019)

PURPOSE

To recommend approval to enter into a funding agreement with the Government of Canada under Canada's COVID-19 Economic Response Plan to Support People Experiencing and At-Risk of

Homelessness, for the period of April 1, 2020 to March 31, 2021, and to delegate authority to the Managing Director of Housing, Social Services and Dearness Home, or written designate, to enter into sub-project funding agreements with various service providers as needed.

BACKGROUND

Reaching Home: Canada's Homelessness Strategy

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, and entered into a Designated Community Funding Agreement for the period of April 1, 2019 to March 31, 2024. 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 *Housing Stability Plan 2019-2024*.

The London Homeless Coalition Steering Committee functions as the Community Advisory Board and provides advice and recommendations regarding the allocation of Reaching Home funding.

Canada's COVID-19 Economic Response Plan

On March 18, 2020, the Prime Minister announced that the Government of Canada will be providing communities with an additional \$157.5 million under the Reaching Home Program to support people experiencing homelessness during the COVID-19 outbreak. As a Community Entity, the City of London will receive funding (pending Council approval) to support the COVID-19 response capacity and prevent the infection from spreading amongst those experiencing, or at risk of experiencing, homelessness.

Canada's COVID-19 Economic Response Plan Funding Agreement

The 2020-2021 incremental funding allocation under Canada's COVID-19 Economic Response Plan to Support People Experiencing and At Risk of Homelessness will be administered through the COVID-19 Economic Response Plan Funding Agreement.

Through this agreement, the City is required to continue to adhere to the Reaching Home Directives, which have been updated to include new eligible activities and flexibilities related to supporting the City of London COVID-19 response, and to illustrate how existing eligible activities can be employed to reduce and mitigate the impacts of COVID-19. Examples of some of the ways funding can be used include:

- To increase the physical distance between people, particularly those residing in shelters, to reduce the risk of viral spread and support social distancing. This includes placing individuals in temporary, transitional, or permanent housing accommodations including for the purposes of self-isolation.
- Purchasing equipment and supplies.
- Keeping people housed through short-term financial assistance and provision of basic needs.
- Support for individuals being discharged from public institutions (for example, corrections, hospitals), to enter housing directly and receive support to maintain housing.
- Diverting individuals and families away from shelter where possible, by exploring housing options that may be available through natural supports and community resources.
- Providing general health and medical services, mental health and addictions support services.
- Direct hiring of health care professionals to provide services directly to clients.
- Purchase or repurpose existing properties to create new temporary housing or renovate existing facilities to, for example, improve ventilation or increase distance between residents.
- Develop partnerships with other sectors, as well as gather, share and disseminate information to key partners and stakeholders.
- Support overhead costs, including costs that are central to the functioning of the organization in its delivery of Reaching-Home funded activities or those supported under Canada's COVID-19 Economic Response Plan.

Funding Agreement Risk Assessment

The Funding Agreement has been reviewed by the City Solicitor's Office, Financial Services and Risk Management. Civic Administration notes the requirement on the City to provide an indemnification. In consultation with Risk Management we concluded this provision should not prevent the City from entering in the Funding Agreement as the benefits outweigh the associated

risk from the indemnity provision. The City will mitigate risks associated with the Agreement by using the optimum level of oversight and control, enabling both risk management and meeting objectives of the funding agreement. The indemnification provision is as follows:

10.0 INDEMNIFICATION

10.1 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.

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, 2020 to March 31, 2021. The total maximum amount of Canada’s contribution towards the eligible expenditures in the funding agreement is \$2,423,102.

Homeless Prevention is bringing forward a concurrent informational Council report providing an overview of supports provided for people experiencing and at risk of homelessness during and following the COVID-19 pandemic at the April 28, 2020 Community and Protective Services Committee meeting.

PREPARED BY:	SUBMITTED BY:
KATE GREEN MANAGER, HOMELESS PREVENTION HOUSING, SOCIAL SERVICES AND DEARNESS HOME	CRAIG COOPER MANAGER, HOMELESS PREVENTION HOUSING, SOCIAL SERVICES AND DEARNESS HOME
RECOMMENDED BY:	
SANDRA DATARS BERE MANAGING DIRECTOR HOUSING, SOCIAL SERVICES AND DEARNESS HOME	

Bill No.
2020

By-law No. A.

A by-law to approve Canada's COVID-19 Economic Response Plan Funding Agreement with Her Majesty the Queen in Right of Canada, as represented by the Minister of Employment and Social Development Canada; 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 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 the City is the service manager under the *Housing Services Act* for the geographic service area of the City of London and County of Middlesex, and shall, in accordance with its housing and homelessness plan, carry out measures to meet the objectives and targets relating to housing needs within the service manager's service area;

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:

1. Canada's COVID-19 Economic Response Plan to Provide Support for People Experiencing and At Risk of Homelessness 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, (the "Funding Agreement"), is authorized and approved.
2. The Mayor and City Clerk are authorized to execute the Funding Agreement approved in subsection 1.
3. The Managing Director, Housing, Social Services and Dearness Home, or written designate, is delegated authority to approve any further Amendments to the Funding Agreement if the Amendments are substantially in the form of the Funding Agreement approved in subsection 1.
4. 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.
5. The Managing Director, Housing, Social Services and Dearness Home, or written designate, is delegated the authority to authorize and execute sub-project funding agreements with approved service providers, in accordance with the City's funding agreement with Canada, using the approved Reaching Home: Canada's Homelessness Strategy Sub-Project Funding Agreement template.
6. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on

Ed Holder
Mayor

Catharine Saunders
City Clerk



Project #: COVID-
TCorpoCOLondon-
01

**Canada's COVID-19
Economic Response
Plan**

Support for People Experiencing and At Risk of Homelessness

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 to support projects aimed at reducing homelessness and includes projects aimed at preventing individuals and families at imminent risk from becoming homeless;

Whereas Canada has taken strong and quick action to protect its economy, the health, safety, and jobs of all Canadians during the global COVID-19 outbreak;

Whereas Canada's COVID-19 Economic Response Plan provides targeted support for vulnerable groups;

Whereas people experiencing homelessness are particularly vulnerable to during the COVID-19 outbreak;

Whereas Canada has determined that the Recipient is eligible to receive funding under Canada's COVID-19 Economic Response Plan to Support People Experiencing and At Risk of Homelessness; and

Whereas Canada has agreed to provide funding to the Recipient towards the costs of the Project;

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

1.0 INTERPRETATION

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

"Eligible Expenditures" means expenditures:

- (a) that are directly related to the carrying out of the Project under this Agreement;
- (b) that ensure value for money because the costs they relate to have been negotiated by the Recipient to ensure best value, prudence and probity; and,
- (c) that are incurred during the Project Period.

"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 all activities carried out under this Agreement consistent with its purpose, as described in section 3.0.

"Project Period" means the period beginning on April 1, 2020, regardless of the date of its signature, and expires on March 31st, 2021.

"Sub-Agreement" means that the Recipient further distributes funds received by the Recipient under this Agreement and delegates all or part of its responsibilities relating to the delivery of eligible activities under this Agreement to an organization other than the Recipient.

"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-Agreement.

2.0 EFFECTIVE DATE AND DURATION

2.1 This Agreement shall come into effect on the date it is signed by the last of the Parties to do so, and shall expire on March 31, 2021.

2.2 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.

3.0 PURPOSE OF THE CONTRIBUTION

3.1 The purpose of Canada's funding is to enable the Recipient to carry out the Project as described in section 3.2. The funding shall be used by the Recipient solely for the purpose of paying the Eligible Expenditures.

3.2 The Project's objective is to provide assistance to organizations and individuals attending to the needs of people experiencing or at risk of homelessness during the global COVID-19 outbreak, through activities that meet the Special Directive on COVID-19.

4.0 CANADA'S FINANCIAL ASSISTANCE

4.1 The total maximum amount of Canada's contribution towards the Eligible Expenditures of the Project is \$2,423,102 in Fiscal Year 2020/2021.

4.2 The total maximum amount identified in section 4.1 is intended to supplement funding provided to the Recipient in its capacity as Community Entity under Reaching Home: Canada's Homelessness Strategy and is attributed as follows:

- i. \$2,423,102 to supplement funding for London under the Designated Communities stream of Reaching Home.

4.3 The investment of amounts identified in section 4.2 must respect conditions specific to their related funding stream as stipulated in the terms and conditions of Reaching Home and related policies and directives.

4.4 Canada will provide its financial assistance in one payment upon the signature of this Agreement.



5.0 PROJECT RECORDS

5.1 The Recipient shall keep proper books and records, in accordance with generally accepted accounting principles, of all expenditures, costs and revenues relating to the activities of this Agreement, including:

- (a) Agreement-related contracts and agreements;
- (b) All invoices, receipts, vouchers, electronic payment requisitions and records relating to Eligible Expenditures;
- (c) Bank records including bank statements and cancelled cheques; and,
- (d) Agreement-related activity, progress and evaluation reports and reports of agreement reviews or audits carried out for, by, or on behalf of the Recipient.

5.2 The Recipient shall retain the books and records referred to in section 5.1 for a period of six (6) years following the Project Period.

6.0 FINAL REPORT

6.1 The Recipient shall provide Canada with report(s) in a form and manner as prescribed in the Special Directive on COVID-19.

6.2 The report(s) submitted pursuant to section 6.1 will be required to take into consideration Sub-Agreements and situations where the Recipient is receiving funding in its capacity as recipient under more than one Reaching Home: Canada's Homelessness Strategy stream as per section 4.

6.3 The Recipient shall provide Canada with the final report within one hundred and twenty (120) days following the Project Period.

7.0 SUB-AGREEMENTS AND DELEGATION

7.1 The Recipient may establish their own service delivery structure to accomplish the objectives of this Agreement by delegating their responsibilities for the delivery of some of its activities under this Agreement to Sub-Agreement Holders.

7.2 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. The agreement with the Sub-Agreement Holder will include the necessary obligations to allow the Recipient to fully report and to provide Canada with information that Canada may request under the terms of this Agreement.

8.0 ASSIGNMENT OF THE AGREEMENT

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

9.0 SUCCESSORS AND ASSIGNS

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

10.0 INDEMNIFICATION

10.1 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.

11.0 RELATIONSHIP BETWEEN THE PARTIES AND NON-LIABILITY OF CANADA

11.1 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.

11.2 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 section 4.1. 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.

12.0 ACCESS TO INFORMATION

12.1 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.

13.0 PROACTIVE DISCLOSURE

13.1 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.

14.0 DISPOSITION OF CAPITAL ASSETS

14.1 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.

14.2 At the end of the Project Period, 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 realized 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.

14.3 Where Canada elects to exercise its right under section 14.2, the Recipient agrees to comply with the related direction provided by Canada.

14.4 For the purposes of section 14.0, “capital asset” means any single item, or a collection of items which form one identifiable functional unit, that is not physically incorporated into another product or not fully consumed by the end of the Project, and has a purchase or lease value of more than \$25,000 (before taxes).

15.0 CANADA'S RIGHT TO AUDIT

15.1 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 5.0 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.

16.0 REPAYMENT REQUIREMENTS

16.1 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 together with interest calculated in accordance with the federal Interest and Administrative Charges Regulations.

17.0 COMPLIANCE WITH LAWS

17.1 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.

18.0 APPLICABLE LAW

18.1 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.

19.0 AMENDMENT



19.1 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.

20.0 OFFICIAL LANGUAGES

20.1 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; and
- (c) organize activities and provide its services, where appropriate, in such a manner as to address the needs of both official language communities.

21.0 COUNTERPARTS

21.1 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 FOR THE RECIPIENT, BY THE FOLLOWING AUTHORIZED OFFICER(S)

THIS ___ DAY OF _____, 2020 BY ITS DULY AUTHORIZED OFFICERS

per: _____

(signature)

(name and title of authorized signatory)

(position and title of authorized signatory)

per: _____

(signature)

(name and title of authorized signatory)

(position and title of authorized signatory)

**SIGNED FOR CANADA, BY THE FOLLOWING AUTHORIZED OFFICER THIS _____ DAY OF _____,
2020**

per: _____

(signature)

(name and title of authorized signatory)

(position and title of authorized signatory)

**Schedule 2 – Reaching Home Sub-Project Funding Agreement Template
(provided for reference)**

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 15th 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 Plan¹ (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

¹ 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

<hr/> SUB-AGREEMENT HOLDER	<hr/> SUB-AGREEMENT HOLDER	<hr/> THE CITY
<hr/> DATE	<hr/> DATE	<hr/> DATE

**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.qc.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, Honoraria, 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 15th 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 15TH 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		
_____ SUB-AGREEMENT HOLDER	_____ SUB-AGREEMENT HOLDER	_____ THE CITY
_____ DATE	_____ DATE	_____ DATE

**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 15th 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 15th 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 15th 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 15th 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 15th for the year immediately prior. Monthly statistical data will be provided to the City by the 15th 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

_____ SUB-AGREEMENT HOLDER	_____ SUB-AGREEMENT HOLDER	_____ THE CITY
_____ DATE	_____ DATE	_____ 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:

The Corporation of the City of London
Attention: Risk Management Division
520 Wellington Street, Unit 1
P O Box 5035
London, ON N6A 4L9

Office location:
Mailing address:

Fax: **519 661-4631**
E-mail: **certificates@london.ca**

Motor vehicle liability	Insurance Company	Policy Number	Effective Date (YYYYMMDD)	Expiry Date (YYYYMMDD)	Limits of Liability \$
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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

<hr/> SUB-AGREEMENT HOLDER	<hr/> SUB-AGREEMENT HOLDER	<hr/> THE CITY
<hr/> DATE	<hr/> DATE	<hr/> DATE

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

Bill No.
2020

By-law No. A.

A by-law to approve Canada's COVID-19 Economic Response Plan Funding Agreement with Her Majesty the Queen in Right of Canada, as represented by the Minister of Employment and Social Development Canada; 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 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 the City is the service manager under the *Housing Services Act* for the geographic service area of the City of London and County of Middlesex, and shall, in accordance with its housing and homelessness plan, carry out measures to meet the objectives and targets relating to housing needs within the service manager's service area;

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:

1. Canada's COVID-19 Economic Response Plan to Provide Support for People Experiencing and At Risk of Homelessness 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, (the "Funding Agreement"), is authorized and approved.
2. The Mayor and City Clerk are authorized to execute the Funding Agreement approved in subsection 1.
3. The Managing Director, Housing, Social Services and Dearness Home, or written designate, is delegated authority to approve any further Amendments to the Funding Agreement if the Amendments are substantially in the form of the Funding Agreement approved in subsection 1.
4. The Managing Director, Housing, Social Services and Dearness Home, or written designate, is authorized to execute any further Amendments to the Funding Agreement if the Amendments are substantially in the form of the Funding Agreement approved in subsection 1.
5. 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.
6. The Managing Director, Housing, Social Services and Dearness Home, or written designate, is delegated the authority to authorize and execute sub-project

funding agreements with approved service providers, in accordance with the City's funding agreement with Canada, using the approved Reaching Home: Canada's Homelessness Strategy Sub-Project Funding Agreement template.

7. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on

Ed Holder
Mayor

Catharine Saunders
City Clerk

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON APRIL 28, 2020
FROM:	SANDRA DATARS BERE MANAGING DIRECTOR HOUSING, SOCIAL SERVICES AND DEARNESS HOME
SUBJECT:	HOMELESS PREVENTION COVID-19 RESPONSE AND FUNDING OVERVIEW

RECOMMENDATION

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, this report **BE RECEIVED** for information purposes.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

- Municipal Council Approval of the Housing Stability Plan 2019 to 2024 as Required Under The Housing Services Act, 2011 (CPSC: December 3, 2019)
- Reaching Home, Canada's Homelessness Strategy Community Entity – Designated Communities Funding Agreement (CPSC: April 1, 2019)
- Community Homeless Prevention Initiative (CPSC: December 17, 2012)

PURPOSE

This informational report is intended to provide an overview of actions taken to support individuals and families experiencing homelessness, and those at risk of homelessness during and following the COVID-19 pandemic, and to provide an overview of additional funding to support the City of London response.

BACKGROUND

COVID-19 – Increased Risk for Homeless Individuals and Families

Due to a high risk of a COVID-19 outbreak in emergency shelters, the City of London Homeless Prevention team is working closely with emergency shelters and homeless serving organization to take immediate action to limit the spread of the virus amongst some of London's most vulnerable populations.

Employment and Social Development Canada identifies a number of factors for individuals and families experiencing homelessness that increase the risk of contracting COVID-19, including:

- People living unsheltered have limited ability to prevent infection. If they become ill, transience makes sustained contact for medical monitoring difficult.
- Many people experiencing homelessness have pre-existing health issues that create compromised immunity, and they may not seek or have access to health care.

The Government of Canada identify the following as COVID-19 Vulnerable Populations:

- Older adults (for London, in consultation with Middlesex London Health unit, this has been determined to be 55+);
- at risk due to underlying medical conditions (e.g. heart disease, hypertension, diabetes, chronic respiratory diseases, cancer); and
- at risk due to a compromised immune system from a medical condition or treatment (e.g. chemotherapy).

The ESDC Canada Reaching Home Directives note that “the public health guidance to mitigate risks of infection, such as self-isolation and social distancing, assumes access to a private home. Inability to follow these guidelines represents a significant risk of community transmission. In addition, overcrowded drop-ins and shelter sites, congregate housing environments, and inadequate resources to maintain proper hygiene and infection control practices exacerbate vulnerability for people who work, volunteer, and reside in these settings. These risk factors underscore the need for communities to take active measures to limit the risk of contracting COVID-19 among people experiencing homelessness, and the staff and volunteers who work with this population.”

Canada’s COVID-19 Economic Response Plan

On March 18, 2020, the Prime Minister announced that the Government of Canada will be providing communities with an additional \$157.5 million, under the Reaching Home Program to support people experiencing homelessness during the COVID-19 outbreak. As a Community Entity, the City of London will receive funding (pending Council approval) to support the COVID-19 response capacity and prevent the infection from spreading amongst those experiencing, or at risk of experiencing, homelessness.

A separate CSPC Report has been submitted to recommend approval to enter into a funding agreement with the Government of Canada under Canada’s COVID-19 Economic Response Plan to Support People Experiencing and At-Risk of Homelessness, for the period of April 1, 2020 to March 31, 2021, and to delegate authority to the Managing Director of Housing, Social Services and Dearness Home, or written designate, to enter into sub-project funding agreements with various service providers as needed.

Under Canada’s COVID-19 Economic Response Plan, The City of London is eligible to receive \$2,423,102 in the 2020-21 fiscal year.

Social Services Relief Funding (SSRF)

The Social Services Relief Fund is a new, \$200 million investment by the Ontario Government in fiscal 2020-21 to help protect the health and safety of the province’s most vulnerable people, through assistance to individuals and to frontline agencies. The SSRF was announced on March 23, 2020 and is a shared initiative between the Ministry of Municipal Affairs and Housing and the Ministry of Children, Community and Social Services.

Funding through the SSRF includes \$148 million for Service Managers. The investment is intended to allow communities to expand a wide range of services and supports for vulnerable populations, based on local need, to better respond to the pandemic.

Under the SSRF, The City of London is eligible to receive \$3,475,300 in the 2020-21 fiscal year.

City of London, Homeless Prevention Response

The City of London Homeless Prevention team is working with community partners to prevent the spread of COVID-19, in accordance with guidance provided by the Canadian Alliance to End Homelessness and through the Reaching Home Directives provided by Employment and Social Development Canada.

City of London Homeless Prevention has taken the following actions to increase social distancing and reduce the risk of outbreak within emergency shelters by providing safe spaces for individuals and families to self-isolate and monitor. In the past month, the following spaces have been set-up at various locations throughout London and are currently operational:

1. **Isolation Space** for COVID-19 probable and COVID-19 positive individuals. Maximum occupancy is 25 individuals.
2. **Monitoring Space** for those who have been medically advised to self-isolate due to history of exposure to probable or confirmed COVID-19 due to close contact. This space opened Saturday April 11th, 2020 and maximum occupancy is 29 individuals.
3. **Physical Distancing Space** in local motels and hotels for vulnerable participants including those that are high-risk and over fifty-five years of age, those that have a cardiac or respiratory disease, those who are immunocompromised, and families. Maximum occupancy is 115 rooms.

In addition, Homeless Prevention is actively working with the local violence against women sector to increase shelter capacity and support for women fleeing violence. Additionally, City staff are working with Indigenous partners on operationalizing Indigenous culturally appropriate space for physical distancing and isolation.

The City of London Homeless Prevention team is working closely with community partners to coordinate staffing at each site, as well as provide food, sharps management, and safe transportation. In addition, cleaning and laundry services have been procured to maintain each space.

Coordinated Informed Response

The Coordinated Informed Response team has also shifted operations to provide additional support where needed, including:

- Providing increased security in key areas.
- Placement of 26 comfort stations throughout the core area to supply washrooms and hand sanitizing stations for people who no longer have access to public facilities.
- Providing garbage containers for encampments in certain areas.
- Increased Outreach with added provisions including, providing wellness checks and engagements with unsheltered individuals.
- Delivering bagged and boxed meals to unsheltered individuals.
- Providing both verbal and written communication to educate individuals on COVID-19, safe distancing, self-isolating and shelter options.
- Connecting vulnerable unsheltered individuals with local resources, including physical distancing space.
- Continuing to refer individuals to resting spaces.
- Bylaw is continuing to work with outreach teams to locate and support unsheltered individuals.

Planned Next Steps

Following the pandemic, Homeless Prevention will continue to support individuals and families who are experiencing homelessness, or at risk of homelessness to find, secure and maintain housing in accordance with the strategic initiatives outlined in London's Homeless Prevention and Housing Plan, Housing Stability for All: The Housing Stability Action Plan for the City of London (2019).

Support will be provided for those who have been temporarily housed in motels and isolation spaces throughout the pandemic, as well as those currently residing in emergency shelter. It is anticipated that additional support will be required to support individuals and families at risk of homelessness to maintain housing, through assistance with rental and utility arrears, provision of basic needs, housing stability support and case management.

Planned Utilization of Funding from the Government of Canada and the Province of Ontario associated with Homeless Prevention COVID-19 Response

The estimated total cost of the Homeless Prevention COVID-19 Response for the 2020-21 fiscal year is estimated at \$5,898,402, as outlined below:

Homeless Prevention COVID-19 Response:	Estimated Cost
Isolation Space, Monitoring Space, Physical Distancing Space, Indigenous Culturally Appropriate Space	
Staffing (across all sites) – April to August	\$500,000
Motel and Hotel Rooms (across all sites) – April to August	\$1,550,000
Other Costs (across all sites): transportation, food, personal protective equipment, supplies, security, laundry and cleaning, additional shelter staffing, sharps management, etc.) – April to August	\$1,500,000
Coordinated Informed Response (security, supplies, comfort stations) – April to August	\$150,000
Supporting housing stability – August to March (rental and utility arrears, housing stability and case management support, basic needs, housing set-up, etc.)	\$2,198,402
Total	\$5,898,402

FINANCIAL IMPACT

The Homeless Prevention COVID-19 response is anticipated to be 100% funded by the Government of Canada and the Province of Ontario through the federal COVID-19 Emergency Response Plan and the SSRF, therefore there is no anticipated financial impact to the City of London.

Canada's COVID-19 Economic Response Plan Funding Agreement is for the period April 1, 2020 to March 31, 2021. The total maximum amount of Canada's contribution towards the eligible expenditures in the funding agreement is \$2,423,102. This Funding Agreement has been provided to the Community and Protective Services Committee at the April 28, 2020 meeting, in a concurrent report.

The Ontario Social Services Relief Fund is also for the period of April 1, 2020 to March 31, 2021, although expenses incurred as of March 1, 2020 are eligible. The total maximum amount of Ontario's contribution towards the eligible expenditures in the Community Homeless Prevention Initiative (CHPI) Guidelines is \$3,475,300. Fifty percent of this funding was received by the City of London on April 6, 2020. The Funding Agreement will be submitted for approval through Document Execution By-law A-1 during

TO:	CHAIR AND MEMBERS COMMUNITY and PROTECTIVE SERVICES COMMITTEE MEETING ON, APRIL 28th, 2020
FROM:	SANDRA DATARS BERE MANAGING DIRECTOR HOUSING, SOCIAL SERVICES AND DEARNESS HOME
SUBJECT:	AUTHORIZATION FOR CORE AREA ACTION PLAN FUNDING FOR A SPECIALIZED HOUSING DEVELOPMENT AT 744 DUNDAS ST.

RECOMMENDATION

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home and with the concurrence of the CEO and Board of the Housing Development Corporation, London (HDC) that the following actions **BE TAKEN** with respect to the proposed Specialized Housing development at 744 Dundas St., advanced by Indwell Community Homes:

1. **TO AUTHORIZE** and **APPROVE** allocations of:
 - a) \$4,000,000 as a forgivable loan; and
 - b) up-to \$500,000 as an interest-free repayable loan;
 as outlined in the attached Source of Financing (Appendix "A"); and
2. **TO DELEGATE** to the Managing Director, Housing, Social Services and Dearness Home or their written designate, authority to execute an affordable housing Contribution Agreement, currently being finalized through HDC in partnership with the City's Homeless Prevention Services, the City Solicitor, and Indwell Community Homes as proposed in the by-law attached (Appendix "B") and **TO INTRODUCE** the by-law at the Municipal Council Meeting to be held on May 5, 2020.

It is noted that these authorities remain subject to confirmation of the other sources of project financing and associated contribution agreements that are being pursued and will be executed through HDC, working in partnership with the City of London and Indwell.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
--

- Core Area Action Plan (SPPC: October 28, 2019)
- Approval of The Housing Stability for All Plan (HSAP) (CPSC: December 3, 2019)
- Housing Quarterly Report (CPSC: January 21, 2020)
- Municipal Council Approval of the Multi-Year Budget and Business Cases associated with the Core Area Action Plan (Council: March 2, 2020)

LINK TO STRATEGIC PLAN 2019-2023

This report addresses multiple aligned initiatives within the City's Multi-Year Strategic Plan and Multi-Year Budget, Housing Stability for All Plan, Core Area Action Plan (CAAP), and HDC's approved Strategic Plan.

Council's 2019 – 2023 Strategic Plan identifies 'Strengthening Our Community' and 'Building a Sustainable City' as strategic areas of focus. The Housing Stability Plan supports homeless prevention and housing stability priorities, including Strategic Initiative 2.3: Increase Supportive and Specialized Housing Options. The following Multi-Year Budget Approved Business Cases were advanced in part to support priority projects like this:

Business Case 6: Co-ordinated Informed Response

To find long-term housing stability for persons transition to housing with supports

Business Case 7: Core Area Action Plan (CAAP)

To create more purpose-built, sustainable affordable housing stock in London. It prioritized "specialized housing" - affordable housing with supports to identified persons at higher risk with integrated supports to daily living required to assist them in retaining housing stability.

Business Case 10: HDC Funding for More Affordable Housing

To support HDC's work with community partners to create new sustainable, affordable housing.

OVERVIEW

BACKGROUND:

This report recommends an allocation of CAAP program funds and the associated delegated authority to commit the funds to support a specialized housing project by Indwell Community Homes at 744 Dundas St. London. The recommendation is advanced by the City and HDC in partnership, noting that both parties continue to work with Indwell to advance this project to Canada Mortgage and Housing Corporation (CMHC) for an application to the National Housing Strategy Co-Investment Fund program for the balance of required funds.

Context:

Based on the rapidly growing need for housing with supports in London, in November 2018, HDC, in partnership with the City's Homeless Prevention and Housing service area, issued a Request for an Expressions of Interest (REOI) from pre-qualified ("rostered") non-profit organizations to advance a viable plan for a "specialized housing" development.

Specialized housing focuses on housing for persons experiencing or at imminent risk of homelessness and requiring housing with supports in a congregate environment designed and suited to the needs and promote the health of the tenant population.

The "specialized housing" model sought to advance a new development through coordinated planning, application of programs and funding, and focus on priority tenants and their supports. This innovative approach requires alignment between orders of government and involved sectors in support of a lead organization proven in advancing capital development and providing operational housing with support services. This partnership includes health sector representatives, City service area leads, HDC, and CMHC.

The REOI plan defined the priority need for specialized housing with supports for individuals and small family (predominantly adult and senior) households and related sub-populations. The intended tenant populations were defined in partnership with the City's Homeless Prevention Services (HPS) staff and health sector representatives.

The plan was based on the Coordinated Informed Response (CIR) used by local community agencies to solve homelessness through shared tools and strategies. CIR is based on a caring and compassionate response and enhanced services available for those experiencing homelessness to maintain housing stability and the related promotion and protection of the communities in which they reside.

Proponent: Indwell Community Homes

Indwell Community Homes was identified as the successful proponent to the REOI. Indwell entered into a Memorandum of Understanding (MOU) with HDC on March 1, 2019 and has worked together towards the approval of an affordable housing development at 744 Dundas St. Indwell is an experienced non-profit developer and direct deliverer of housing with supports to over 500 rental housing units across Southern Ontario. They build and provide affordable housing with supports that enhances the lives of their tenants and their surrounding communities.

Planning Timeline:

On July 18, 2019, the HDC Board approved the Indwell Community Homes project for Specialized Housing at 744 Dundas, subject to further work that remained outstanding to finalize a viable financial (capital and operating) plan and complete the necessary steps in site development plans and zoning requirements. Over the subsequent months, Indwell has worked with various City services and with the support of HPS and HDC to advance the proposed project at 744 Dundas to a state of viability and construction readiness.

During the same time period, Indwell was able to also acquire use of the new affordable housing development at 356 Dundas St. and established this site as a preliminary location for their housing with supports model / program in London.

On September 18, 2019, the HDC Board approved 2019 rental housing projects and funding allocations for the 744 Dundas Street site, which included support of the Indwell project advancing for future program funding, subject to the project's financial viability, site approvals, and final HDC CEO approval.

In March 2020, HPS and HDC met with Indwell and confirmed the shared interest of advancing the project at 744 Dundas, recognizing the required conditions had been met and confirmed.

On April 16, 2020, the HDC Board approved the Indwell project to advance for development, which requires the Council approval and delegated authority for the CAAP allocation as recommended in this report.

PROJECT DESCRIPTION:

Indwell’s experience informed the design of 744 Dundas with modest units that are livable and adaptable to the needs of their tenants. Indwell works with communities and their tenants to design and manage housing that advances excellence in design and construction, including high-energy efficient “Passive Haus” construction to create buildings that foster stability and belonging.

The proposed development at 744 Dundas includes 72-units of rental housing on the site of the former Embassy Hotel. The interior of the building is structured in 3 sections. A commercial main floor space will provide space for services available to building tenants, the community, and for the establishment of a local office for Indwell staff. (Note: Only tenant related services are funded within the HDC contribution agreement).



The balance of the building is comprised of 72 (68 one-bedroom and 4 two-bedroom) residential units at rental rates geared to persons on social assistance and other fixed incomes. Prospective tenants will include persons identified through the health sector as well as tenants through local homeless prevention services. In all cases, tenant selection and supports will conform to London’s Co-ordinated Informed Response process with 35 units allocated to work directly with Homeless Prevention Services.

Indwell’s housing with supports model is funded in part through agreements with the Ministry of Health. These support services will also form part of the municipal Contribution Agreement(s) to ensure the recommended funding also achieves Council’s CAAP program goals.

COMBINED MUNICIPAL ALLOCATIONS:

The financial and program plans for the 744 Dundas Street housing project have been designed to meet the program criteria for CMHC Co-Investment Funding. The municipal and other funding contributions will be used to support an application for additional project funding from CMHC’s Co-Investment Program toward the required \$18.1 M (est.) total project cost

The attached Appendix A Source of Financing remains subject to final CMHC application and approvals; however, any amendments to the project budget are not anticipated to alter the upset limit of the allocation recommended through the City’s CAAP program funding.

Recommended City of London Funding:

The City’s proposed allocation includes:

1. **\$4,000,000** from the CAAP
2. **This** municipal allocation will be structured as a forgivable loan over a 50-year affordability period, there will be a requirement for ongoing work with HPS and expert tenant support services provided by Indwell.
3. An additional allocation of \$500,000 will be provided as an interest free repayable loan, with repayment to occur within the construction period of the project. Allocation of any portion of these additional funds would only occur if deemed essential by HDC during the construction phase of the project to assist with cashflow. Any funds issued from this allocation would need to be repaid within the capital development phase of the project. .

HDC Approved Funding:

HDC’s allocation includes:

1. A forgivable loan allocation from the HDC Reserve of \$317,603;
2. An allocation of Ontario Priority Housing Initiative (OPHI) Year 2 funding of \$682,397. This request will be advanced to the province directly by HDC; and
3. In kind contributions from HDC
Where applicable, in-kind contributions including staff can be leveraged as municipal contributions to support the CMHC Co-Investment Fund application.

In all cases, the approved funding is subject to a final viable budget inclusive of CMHC final contributions, as determined by HDC and the City’s delegated authority.

All municipally administered or allocated funding will be secured on title through a Contribution Agreement to be prepared and advanced by HDC with assistance from the City Solicitor and Homeless Prevention and Housing Services.

Indwell will also work with HDC on the potential to access the City’s new Community Improvement Plan for Affordable Housing. These funds are not identified in the Source of Financing as they are required to be repaid in full and are subject to a separate process.

NEXT STEPS

Financial Impacts:

All City, HDC, and Service Management funding will be secured within available budget allocations prior to the start of work. The CMHC Co-Investment Fund requires a separate application process to confirm the allocation. This should not interfere with project timelines.

Approval Process:

It is anticipated that the project at 744 Dundas will be able to start construction in the coming months, with a goal of completion prior to 2022. Over the course of the next months, the balance of funding will be confirmed, Contribution Agreement(s) finalized and signed between the parties and site readied for construction. These activities will be supported by HDC.

Covid-19 Impacts:

Work with Indwell on next steps required to advance this project may be impacted by the current State of Emergency underway to mitigate the spread of Covid-19. Further updates on this project and Covid-19 related impacts will be addressed through the City's Quarterly Reporting updates on the Housing Stability Plan.

PREPARED BY:	SUBMITTED BY:
ISABEL DA ROCHA BUSINESS AND PROGRAM MANAGER, HOUSING DEVELOPMENT CORPORATION, LONDON (HDC)	CRAIG COOPER MANAGER, HOUSING, SOCIAL SERVICES AND DEARNESS HOME
CONCURRED BY:	RECOMMENDED AND CONCURRED BY:
STEPHEN GIUSTIZIA, CEO, HOUSING DEVELOPMENT CORPORATION, LONDON (HDC)	SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME AND BOARD HOUSING DEVELOPMENT CORPORATION, LONDON (HDC)

Att. Appendix "A": Source of Financing from Financial Planning and Policy
Appendix "B": By-law to Delegate Authority

c: Dave Purdy, Manager, Housing Services, HSSDH
Alan Dunbar, Manager, Financial Planning & Policy, Finance and Corporate Services,
David Mounteer, Solicitor II, Legal and Corporate Services,
Gregg Barrett, Director, City Planning and City Planner
Britt O'Hagan, Manager, City Building and Design
Board, Housing Development Corporation, London

APPENDIX 'A'

#20059

April 28, 2020

Chair and Members
Community and Protective Services Committee

(Specialized Housing Support)

**RE: Specialized Housing - 744 Dundas Street
(Subledger NT20GG03)
Capital Project SH1101 - New Housing Units with Support
Indwell Community Homes**

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:

Finance & Corporate Services confirms that the total cost of this project can be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendations of the Managing Director, Housing, Social Services and Dearness Home, the detailed source of financing for this project is:

<u>SUMMARY OF ESTIMATED EXPENDITURES</u>	Approved Budget	Committed to Date	This Submission	Balance for Future Work
Specialized Housing Forgivable Loan			4,000,000	
Specialized Housing Repayable Loan			500,000	
New Housing Units with Support 2)	\$5,000,000	\$0	\$4,500,000	\$500,000
NET ESTIMATED EXPENDITURES	<u>\$5,000,000</u>	<u>\$0</u>	<u>\$4,500,000</u> 1)	<u>\$500,000</u>
<u>SUMMARY OF FINANCING:</u>				
Drawdown from Social Housing Major Repairs, Upgrades & Stabilization R.F. 3)	\$5,000,000	\$0	\$4,500,000	\$500,000
TOTAL FINANCING	<u>\$5,000,000</u>	<u>\$0</u>	<u>\$4,500,000</u>	<u>\$500,000</u>

1) **Financial Note:**

The total budget for this specialized housing project is **estimated** to be \$18.1 million. Through the City's Homeless Prevention service area, the City is contributing \$4.5 million (\$4.0 million forgivable plus \$0.5 million repayable).

	\$ millions
City Contribution (from Homeless Prevention Service Area)	
Specialized Housing Grant (Forgivable Loan)	\$4.0
Specialized Housing Loan (Repayable)	0.5
Subtotal City Contribution	4.5
CMHC Co-investment Contribution ^a	5.5
CMHC Co-investment Loan ^a	5.4
Development Charges Demolition Credits	1.1
Housing Development Corporation (HDC) Contribution	1.0
Donations to Indwell Community Homes	1.0
Other Contributions	0.1
Specialized Housing Loan (repaid within two years)	(0.5)
Total Estimated Building Cost	<u>\$18.1</u>

a The application for CMHC Co-investment funding is made by Indwell Community Homes with funds flowing through Indwell. The HDC is involved as advisors only. The contribution and loan amounts are estimated at this time - to be confirmed through the CMHC application. The co-investment loan becomes a low interest mortgage held by Indwell.

2) With the 2020-2023 Multi-Year Budget, Council approved \$5 million for New Housing Units with Supports (Business Case #7 - Core Area Action Plan; Initiative #22). The City's contribution to this project from this funding includes a \$4 million forgivable loan and a \$0.5 million repayable loan (to be repaid within two years).

Any amendments to the project budget are not anticipated to alter the upset limit of the allocation recommended from London's funding contribution.

3) Per Council resolution dated August 27, 2019, the funding returned from the London Medical Network was deposited in the Social Housing Major Repairs, Upgrades & Stabilization Reserve Fund to be used as source of financing to develop permanent housing with supports for mental health and addictions. With the 2020-2023 Multi-Year Budget, this reserve fund was approved as a funding source for business case #7 - Core Area Action Plan noted in 2) above.

4) The City's financial commitments for the Specialized Housing development at 744 Dundas Street by Indwell Community Homes do not reflect the full approved cost of the project, noting that the viability of the project remains conditional on other funding applications.

5) Annual operating expenses will be funded by the Local Health Integration Network (LHIN) (costs for supports) plus rent and lease revenue. The City of London will not be responsible for ongoing operating expenses.

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Jason Davies
Manager of Financial Planning & Policy

Appendix B

Bill No.

By-law No.

A By-law to delegate the authority to sign Affordable Housing Contribution Agreements relating to the supply of affordable housing at 744 Dundas Street to the Managing Director, Housing, Social Services and Dearness Home, or their written designate.

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

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

AND WHEREAS section 23.1 of the *Municipal Act, 2001* provides that a municipality may delegate its powers and duties to a person or body subject to the restrictions set out in that section of the *Municipal Act, 2001*;

AND WHEREAS The Corporation of the City of London (the "City") has by by-law adopted a Delegation of Powers and Duties Policy;

AND WHEREAS it is deemed expedient for the City to delegate the authority to sign Affordable Housing Contribution Agreements relating to the supply of affordable housing at 744 Dundas Street to the Managing Director, Housing, Social Services and Dearness Home, or their written designate;

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

1. The the authority to sign Affordable Housing Contribution Agreements relating to the supply of affordable housing at 744 Dundas Street is hereby delegated to the Managing Director, Housing, Social Services and Dearness Home, or their written designate;

2. Scope of Power:

- a) The municipality may revoke any delegation under this by-law at any time without notice;
- b) Nothing in this delegation shall limit the municipality's right to revoke the delegation beyond the term of the council that made the delegation;
- c) Both the municipality and the delegate can exercise the powers delegated under this by-law;

3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council , 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading -
Second reading –
Third reading –