

Agenda

Community and Protective Services Committee

1st Meeting of the Community and Protective Services Committee

December 14, 2021, 4:00 PM

2021 Meeting - Virtual Meeting during the COVID-19 Emergency

Please check the City website for current details of COVID-19 service impacts.

Meetings can be viewed via live-streaming on YouTube and the City website

Members

Councillors M. Cassidy (Chair), M. Salih, J. Helmer, M. Hamou, S. Hillier, Mayor E. Holder

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Pages

1. Call to Order

1.1. Disclosures of Pecuniary Interest

1.2. Election of Vice-Chair for the term ending November 14, 2022

2. Consent

2.1. 9th Report of the Accessibility Advisory Committee 2

2.2. Agreement for London and Middlesex Local Immigration Partnership with Immigration, Refugees and Citizenship Canada 4

2.3. Administrative Monetary Penalties - Application to Municipal By-laws and Housekeeping Amendments 34

2.4. Single Source (SS21-49) Reaching Home Capital Projects 46

2.5. Housing Stability Services - Housing Stability Bank Single Source Procurement SS21-48 88

3. Scheduled Items

4. Items for Direction

5. Deferred Matters/Additional Business

5.1. Deferred Matters List 92

6. Confidential

7. Adjournment

Accessibility Advisory Committee

Report

9th Meeting of the Accessibility Advisory Committee

November 25, 2021

Advisory Committee Virtual Meeting - during the COVID-19 Emergency

Please check the City website for current details of COVID-19 service impacts.

Attendance PRESENT: J. Menard (Chair), T. Eadinger, D. Haggerty, N. Judges, A. McGaw, P. Moore, B. Quesnel, P. Quesnel, D. Ruston and K. Steinmann and J. Bunn (Committee Clerk)

ALSO PRESENT: D. Baxter, S. Corman, J. Dann, C. Jaimes, R. Morris, G. Tucker, M. Shemsedeen and M. Stone

ABSENT: M. Bush, K. Pereyaslavska and J. Teeple

The meeting was called to order at 3:00 PM.

1. Call to Order

1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Scheduled Items

2.1 Accessible Parking Month

That it BE NOTED that the presentation, as appended to the Added Agenda, from M. Stone, Accessibility Specialist (AODA), G. Tucker, Communications Specialist and M. Shemsedeen, Parking Coordinator, with respect to Accessible Parking Month, was received.

3. Consent

3.1 8th Report of the Accessibility Advisory Committee

That it BE NOTED that the 8th Report of the Accessibility Advisory Committee, from its meeting held on September 23, 2021, was received.

3.2 Dundas Place Temporary Traffic Diversion Monitoring and Consultation

That it BE NOTED that the staff report, dated November 2, 2021, from K. Scherr, Deputy City Manager, Environment and Infrastructure, with respect to Dundas Place Temporary Traffic Diversion Monitoring and Consultation, was received.

3.3 Notice of Public Information Centre for East London Link (Rapid Transit), Phase 1 Construction

That it BE NOTED that the Notice of Public Information Centre, as appended to the Agenda, from T. Koza, Division Manager, Major Projects, with respect to the East London Link (Rapid Transit) Phase 1 Construction, was received.

3.4 Windemere Road Improvements, City of London Municipal Class Environmental Assessment Study - Notice of Public information Centre Number 2

That it BE NOTED that the Notice of Public Information Centre #2, as appended to the Agenda, from P. Yanchuk, City of London and K. Welker, Stantec Consulting Ltd., with respect to Windermere Road Improvements Municipal Class Environmental Assessment Study, was received.

3.5 Notice of Planning Application - Official Plan and Zoning By-law Amendments - 952 Southdale Road West

That it BE NOTED that the Notice of Planning Application, dated November 10, 2021, from B. Debbert, Senior Planner, with respect to Official Plan and Zoning By-law Amendments related to the property located at 952 Southdale Road West, was received.

3.6 Notice of Planning Application - Official Plan and Zoning By-law Amendments - 520 Sarnia Road

That it BE NOTED that the Notice of Planning Application, dated November 15, 2021, from A. Riley, Senior Planner, with respect to Official Plan and Zoning By-law Amendments, related to the property located at 520 Sarnia Road, was received.

4. Sub-Committees and Working Groups

None.

5. Items for Discussion

5.1 December Meeting

That it BE NOTED that the Accessibility Advisory Committee held a general discussion with respect to a potential meeting in December 2021.

6. (ADDED) Deferred Matters/Additional Business

6.1 (ADDED) Municipal Council Resolution - Construction Mitigation Traffic Diversion on Dundas Place

That it BE NOTED that the Municipal Council resolution, from its meeting held on November 16, 2021, with respect to the construction mitigation traffic diversion on Dundas Place, was received.

6.2 (ADDED) New Sidewalks in Established Neighbourhoods

That it BE NOTED that the staff report, dated November 23, 2021, from K. Scherr, Deputy City Manager, Environment and Infrastructure, with respect to New Sidewalks in Established Neighbourhoods, was received.

6.3 (ADDED) New Sidewalk Project List 2022

That it BE NOTED that the staff report, dated November 23, 2021, from K. Scherr, Deputy City Manager, Environment and Infrastructure, with respect to the New Sidewalk Project List for 2022, was received.

7. Adjournment

The meeting adjourned at 4:21 PM.

Report to Community and Protective Services Committee

To: Chair and Members
Community and Protective Services Committee

From: Lynne Livingstone, City Manager

Subject: Agreement for London & Middlesex Local Immigration Partnership with Immigration, Refugees and Citizenship Canada

Date: December 14, 2021

Recommendation

That, on the recommendation of the City Manager, the attached proposed by-law as “Appendix A” **BE INTRODUCED** at the Municipal Council meeting to be held on December 21, 2021 to:

1. **AUTHORIZE AND APPROVE** the Contribution Agreement, Developing a Model for a Community-Based Plan for Effective and Efficient Integration of Immigrants in a Welcoming London and Middlesex Community, with Her Majesty the Queen in Right of Canada, as represented by the Minister of Immigration, Refugees and Citizenship Canada: London & Middlesex Local Immigration Partnership and The Corporation of the City of London, substantially in the form attached as Schedule 1 to this by-law;
2. **AUTHORIZE** the Mayor and City Clerk to execute the Contribution Agreement with Her Majesty the Queen in Right of Canada, as represented by the Minister of Immigration, Refugees and Citizenship Canada: London & Middlesex Local Immigration Partnership and The Corporation of the City of London; authorized and approved in section 1, above,
3. **DELEGATE and AUTHORIZE** the City Manager, or written designates, the authority to approve and execute any further amendments to the London & Middlesex Local Immigration Partnership Contribution Agreement if the Amendments are substantially in the form of the Contribution Agreement attached as Schedule 1 to the proposed by-law in section 1; and
4. **DELEGATE** the City Manager, or written designates, 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 Contribution Agreement that are necessary with the Contribution Agreement as approved by the proposed by-law in section 1.

Executive Summary

In April 2021, the City of London responded to a Request for Quotations from Immigration, Refugees and Citizenship Canada (IRCC) on behalf of the London & Middlesex Local Immigration Partnership (LMLIP) for Service Delivery Improvements: Developing Models of Community-based Plans for Settlement Service Delivery and Funding. In early August 2021, the City of London was notified that its application was successful. Negotiations with IRCC are now complete, and this report includes the Contribution agreement and proposed by-law.

Linkage to the Corporate Strategic Plan and the London Community Recovery Network

The proposed agreement between the Corporation of the City of London and Immigration, Refugees and Citizenship Canada is aligned with London’s 2019-2023 Strategic Plan under the Strategic Area of Focus - Strengthening our Community with

the outcome: Londoners are engaged and have a sense of belonging in their neighbourhoods and community and the expected result: Increase the number who feel welcomed and included, and Strategy – Create inclusive engagement opportunities for Londoners.

As the London Community Recovery Network has noted, the pandemic has had a disproportionate impact on vulnerable and marginalized communities including Newcomers, Indigenous Peoples and Visible Minorities.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

- Local Immigration Partnership Funding Application (CPSC: May 26, 2008)
- Local Immigration Partnership Funding (CPSC: January 26, 2009)
- Contract for Local Immigration Partnership (BoC: July 22, 2009)
- Local Immigration Partnership – Signing Authority (BoC - Sept. 16, 2009)
- Update re Local Immigration Partnership (CPSC: January 11, 2010)
- London & Middlesex Local Immigration Partnership Strategic Plan & Update (CPSC: Sept. 27, 2010)
- Update on London & Middlesex Local Immigration Partnership (CNC: May 17, 2011)
- London & Middlesex Local Immigration Partnership Strategic Plan 2013-2016 and Update (CPSC: August 25, 2014)
- London & Middlesex Immigration Partnership Strategic Plan 2016-2019 (CPSC: September 20, 2016)
- Agreement for London & Middlesex Local Immigration Partnership with Immigration, Refugees and Citizenship Canada (CPSC: February 19, 2020)
- City-WIL Purchase of Service Agreement for London & Middlesex Local Immigration Partnership (CPSC: March 31, 2020)
- Discrimination experienced by Immigrants, Visible Minorities and Indigenous Peoples in London and Middlesex, An Empirical Study by the London & Middlesex Local Immigration Partnership (CPSC: September 21, 2021)

2.0 Discussion and Considerations

2.1 Purpose

The purpose of this report is to recommend approval to enter into a Funding Agreement with the Government of Canada for the London & Middlesex Local Immigration Partnership for \$535,283 for the period of January 10, 2022, to December 31, 2023.

2.2 Background

The London & Middlesex Local Immigration Partnership LMLIP is one of over 80 Local Immigration Partnerships across Canada, funded by Immigration, Refugees and Citizenship Canada since 2009. The LMLIP is a collaborative community initiative designed to strengthen the role of local and regional communities in serving and integrating immigrants. LMLIP is co-chaired by an individual appointed by the City of London and a community volunteer, and it takes an active strategic community approach which has resulted in successful outcomes for immigrants in our community.

On March 2, 2020, Council approved a five-year Contribution Agreement with Immigration, Refugees and Citizenship Canada for the operations and activities of the LMLIP.

On April 23, 2021, the City of London, responded to a Request for Quotations for Service Delivery Improvements, and was recently informed that the application was successful. Only a select number of Local Immigration Partnerships and Réseaux en immigration francophone (the French equivalent of the LIPs) were invited to apply for this RFQ, based on their capacity, experience, and skills. Negotiations with IRCC are now complete and this report provides the documentation for the approval of the Contribution Agreement. The initiative will be fully funded by IRCC for a total value of \$535,283 over three fiscal years.

2.3 Overview of the Project

The objective of the project is the development of a model that uses an integrated whole-of-community approach to settlement service delivery and funding. The project focuses on designing and developing a community-based plan that incorporates a local approach to direct and indirect service delivery and funding best suited to the needs of and requirements of our community. The project includes an environmental scan, a series of community consultations, and design of a locally based community plan. The goal is to develop a model for community planning that is responsive to newcomers' needs and promotes a welcoming community. Note, the intent is not to implement a community-based plan, provide any direct services to newcomers, or redirect funding to or from ongoing Settlement programs.

The work will be conducted over three fiscal years through the following structure: community-based advisory panel, an LMLIP Planning Work Group consisting of members chosen by Central Council, and a consulting company which would conduct the environmental scan, organize, and host consultations, and create the model with input from the community.

2.4 Indemnification

The City Solicitors Office and Risk Management have reviewed the content of the Contribution Agreement with Immigration, Refugees and Citizenship Canada.

Risk Management has identified the indemnity provision:

Clause 9.2 Indemnification: "The Recipient shall indemnify and save harmless the Department from and against all claims, losses, damages, costs and expenses related to the performance by the Recipient of its obligations pursuant to this Agreement."

While this provision exposes the City to unlimited liability, it should not prevent the City of London from entering into the Agreement as the benefit of the work outweighs the associated risk from the indemnity provision.

More clearly, the City of London will mitigate risks associated in the Agreement by using the optimum level of oversight and control, enabling the City of London to manage risk and ensure objectives are met. This will be done using clearly defined expectations of the objectives, insurance and transfer controls for activities that are supported by this project.

3.0 Financial Impact/Considerations

3.1 Funding

There is no financial impact to the Corporation for the Contribution Agreement between the City of London and Immigration, Refugees and Citizenship Canada.

Conclusion

The London & Middlesex Local Immigration Partnership has been working with the community since 2009 to settle and integrate immigrants. A strong project team and

large group of dedicated volunteers have contributed to positive outcomes for immigrants. These efforts contribute directly to Council's vision and efforts of building a welcoming and inclusive community for all.

Prepared by: Jill Tansley, Manager, Strategic Programs & Partnerships
Submitted by: Rumina Morris, Director, Anti-Racism and Anti- Oppression
Recommended by: Lynne Livingstone, City Manager

Appendix “A”

Bill No.
2021

By-law No.

A by-law to authorize and approve the Contribution Agreement with Her Majesty the Queen in Right of Canada, as represented by the Minister of Immigration, Refugees and Citizenship Canada: London & Middlesex Local Immigration Partnership.

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

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

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

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

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

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

1. The Contribution Agreement for the London & Middlesex Local Immigration Partnership between Her Majesty the Queen in Right of Canada, as represented by the Minister of Immigration, Refugees and Citizenship Canada and The Corporation of the City of London, substantially in the form attached as Schedule 1 to this by-law, is authorized and approved.
2. The Mayor and City Clerk are authorized to execute the Contribution Agreement for the London & Middlesex Local Immigration Partnership approved in section 1, above.
3. The City Manager, or written designates, are delegated the authority to approve and execute any further amendments to the London & Middlesex Local Immigration Partnership Contribution Agreement if the amendments are

substantially in the form of the Contribution Agreement approved in section 1, above.

4. The City Manager, or written designates, are 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 Contribution Agreement that are necessary in connection with the Contribution Agreement as approved in section 1, above.
5. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on , 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading
Second reading
Third reading



CONTRIBUTION AGREEMENT

**AGREEMENT NUMBER: X223926001
ORIGINAL**

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as represented by the Minister of Immigration, Refugees and Citizenship, hereinafter referred to as the "Department".

417 Exeter Road
London, ON, N6E 2Z3
Canada

AND: The Corporation of the City of London, hereinafter referred to as the "Recipient".
Citi Plaza, 355 Wellington Street, Suite 248, 2nd Floor
London, ON, N6A 4L6
Canada

Whereas the Recipient wishes to provide services and/or activities to Eligible Clients under the Settlement Program and has applied to the Department for funding under the said Program; and the Department wishes to provide a Contribution to the Recipient to assist it in carrying out such services and/or activities; the Department and the Recipient undertake and agree as follows:

1.0 AGREEMENT

1.1 This Agreement, including the attached schedules, any written instructions issued pursuant to its provisions, and any subsequent amendments thereto, constitute the entire Agreement between the Department and the Recipient, and supersedes all previous documents, negotiations, understandings and undertakings related to its subject matter.

- The Contribution Agreement
- Schedule 1, entitled *Statement of Planned Activities and Intended Results*
- Schedule 2, entitled *Description of Eligible Costs*
- Schedule 3, entitled *Terms of Payments and Financial Reporting*
- Schedule 4, entitled *Supplementary Terms and Conditions*

2.0 INTERPRETATION

In this Agreement, unless otherwise defined herein:

- 2.1 "Contribution" means a conditional transfer payment for a specified purpose pursuant to an Agreement that is subject to being accounted for and audited.
- 2.2 "Project" means the services and/or activities described in Schedule 1 which are directly delivered to Eligible Clients or which contribute indirectly to the resettlement, settlement and integration of Eligible Clients.
- 2.3 "Eligible Costs" means the costs described in Schedule 2 required by the Recipient to deliver the Project which are:
 - A) incurred and paid by the Recipient in relation to the Project during the Funding Period or during the fiscal year in the case of multi-year funding; or
 - B) incurred by the Recipient in relation to the goods and services purchased during the last two (2) months of the Funding Period and paid within 60 days of the conclusion of the Funding Period, and whose validity has been substantiated to the satisfaction of the Department by means of Supporting Documentation as described in clause 2.12;

Restrictions

- i) Costs associated with validating credentials of Eligible Clients are not eligible.
- ii) Profit is neither a "cost" nor an "expense" and therefore may not be included as an Eligible Cost.

C) deemed to have been incurred based on a funding formula.

2.4 "Capital Costs" means costs that the Recipient expects to incur and pay for capital assets purchased and/or leased (with the option to buy and where there is reasonable assurance that the lessee will obtain ownership at the end of the lease term), in whole or in part, and costing is in excess of \$1000.



Capital assets must be recorded taking into account the quantity of items purchased and according to the "whole asset" approach which considers an asset to be an assembly of connected parts and where costs of all parts would be capitalized and amortized as one asset.

2.5 "Eligible Client" means:

A) For the Settlement Program:

- i) Permanent Residents of Canada.
- ii) Protected persons as defined in section 95 of the *Immigration and Refugee Protection Act* (IRPA).
- iii) Individuals who have been selected, inside or outside Canada, to become permanent residents (pending verifications) **and** who have been informed, by a letter from the Department.
- iv) Convention refugees and protected persons outside Canada who have been selected for resettlement in Canada by the Department.
- v) Live-in Caregivers: Temporary foreign workers who hold or received approval of a work permit under section 112 or received initial approval for permanent residence under section 113 of the *Immigration and Refugee Protection Regulations* (IRPR) are eligible for all settlement services with the exception of language training.

Notes

- vi) "Individuals selected" described in A) iii) above means individuals who have received a positive eligibility decision on their application for permanent residence.
- vii) Eligible persons include both the principal applicant and eligible dependants (spouse and children).

Restrictions

- viii) To access language training, persons must be of legal school-leaving age within their applicable province or territory.
- ix) Canadian citizens and non-permanent residents are **not** eligible persons. However, the Settlement Program provides opportunities for citizens and other residents of Canada to participate in settlement services to clients as volunteers.

B) For the Resettlement Assistance Program (RAP), the following individuals and their accompanying dependents, as defined in the RAP Terms and Conditions:

- i) Government Assisted Refugees (GAR), including those sponsored under the Joint Assistance Sponsorship (JAS) Program.
- ii) Privately Sponsored Refugees (PSR), including Blended Visa Office-Referred (BVOR) clients, primarily for Port of Entry services.
- iii) Other groups admitted under a public policy established by the Minister and deemed eligible for the RAP.
- iv) Eligible resettled refugees arriving on temporary resident permit.
- v) One-Year Window (OYW) arrivals.
- vi) Other groups admitted as members of any current or future humanitarian-protected person abroad class.

Restrictions

- vii) RAP clients must reside, during the eligible period, in a province where the federal government administers RAP in order to remain eligible for assistance.

- 2.6 "Care for Newcomer Children" means unlicensed childcare that is provided to the children of Eligible Clients while they attend short term and/or long term services under the RAP or the Settlement Program.
- 2.7 For RAP, "Temporary Accommodation" means any form of accommodation, as deemed suitable by the Department, provided to house and shelter eligible clients following their arrival in Canada.
- 2.8 "Funding Period" means the period specified in Schedule 2 in the section entitled *Duration of Activity / Funding Period*.
- 2.9 "Term of the Agreement" means the period during which this Agreement shall be effective, which period commences on the date the Agreement is signed by both parties and terminates one (1) year after the



end of the Funding Period.

- 2.10 "Compliance Audit" means an independent assessment done by an accredited auditor in accordance with section 5815 of the *Chartered Professional Accountants Canada Handbook*, to provide assurance of a Recipient's compliance with the Agreement. Audited financial statements do not constitute a compliance audit.
- 2.11 "Fiscal Year" means the period commencing on April 1st in one calendar year and ending on March 31st in the next calendar year.
- 2.12 "Supporting Documentation" means but is not limited to original vouchers, invoices, statements of account, receipts, contracts, lease agreements, and timesheets or other data supporting the Recipient's actual costs incurred. The term also includes cancelled cheques, bank drafts and other forms of data supporting costs incurred.

3.0 CONTRIBUTION

3.1 In order to assist the Recipient in delivering the Project, and subject to the terms of the Agreement, the Department will make a Contribution to the Recipient in respect of the Eligible Costs of the Project of an amount not exceeding the lesser of:

- A) 100% of the Eligible Costs; or
- B) the Total Maximum Contribution specified in Schedule 2.

3.2 Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Department:

- A) directly related to and necessary for the delivery of the Project;
- B) reasonable; and
- C) allowable expenditures.

3.3

- A) The Recipient will notify the Department in writing with respect to all proposed adjustments to the Agreement. Depending upon the extent and significance of the adjustments, prior written approval by the Department or an amendment to the Agreement may be required.
- B) The Recipient may reallocate Eligible Costs from the Capital Cost category to the Program Delivery category, without prior written approval, when the sum of all transfers is less than 5% of the Capital Cost category's original fiscal year budget, to a maximum of \$50,000. The Recipient will notify the Department in writing following such a reallocation.
- C) The Recipient may reallocate Eligible Costs between existing line items within the same cost category, without prior written approval, when the sum of all transfers is less than 5% of the cost category's original fiscal year budget, to a maximum of \$50,000. The Recipient will notify the Department in writing following such a reallocation.
- D) In addition to any decision made by the Department under 3.3 A), amendments to the Agreement will be required for:
 - i) increases to the Total Maximum Contribution identified in Schedule 2;
 - ii) the inclusion of new line items or cost categories;
 - iii) increases in fiscal year allocations;
 - iv) changes to the Funding Period; and
 - v) changes related to the scope of the Project outlined in Schedule 1.
- E) With respect to Temporary Accommodation under the RAP, food and incidentals per person rates as set out in Schedule 2 cannot be changed without prior written approval of the Department.
- F) With respect to prior written approval described in subclauses 3.3 A), B), C) and E), the written communication between the Recipient and the Department shall constitute part of the Agreement and will supersede the relevant details indicated in the Agreement schedules.

3.4 In cases where the Recipient receives more funding than anticipated from any or all sources for the activities specified in the Agreement under clause 5.1, repayment of the pro rata share of the Contribution from the Department will be required.

3.5 Notwithstanding any other provision of this Agreement:

- A) No Contribution is payable by the Department in respect to any portion of the cost of any Eligible Costs for which the Recipient receives a rebate or reimbursement, except in the case of property



tax rebate where the procedure is as follows:

- i) Recipients that receive a property tax rebate from a municipality must notify the Department in writing.
 - ii) Recipients can retain the Department's share of the rebate on condition that they provide a description of how the funds will be used to support activities described in Schedule 1.
 - iii) Should a Recipient wish to use the rebate for other programming, approval must first be obtained by the Department.
 - iv) Recipients must retain records substantiating that the rebate has been reinvested to support activities described in Schedule 1.
- B) Only the portion of the provincial and/or federal tax (GST/HST) which is not refundable by the Canada Revenue Agency as an input tax credit or as a rebate can be claimed as an Eligible Cost.
- C) Any interest or any other income earned on advances of the Contribution shall be accounted for by the Recipient and considered part of the Contribution, be included in the calculation of claims, and may result in a repayment.

3.6 Notwithstanding clause 3.1:

- A) No Contribution shall be paid for costs incurred with respect to a member of staff who is a member of the immediate family of an employee of the Recipient, or, if the Recipient is a corporation or an unincorporated association, who is a member of the immediate family of an officer or a director of the corporation or the unincorporated association, unless the Department is satisfied that the hiring of the staff was not the result of favoritism by reason of the staff's membership in the immediate family of the Recipient or officer or director of the Recipient, as the case may be.
- B) For the purposes of this section, "immediate family" means father, mother, stepfather, stepmother, foster parent, brother, sister, spouse, common-law partner, child (including child of common-law partner), stepchild, ward, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law or relative permanently residing with an employee of the Recipient, or officer or director of the Recipient, as the case may be.

4.0 CONDITIONS GOVERNING PAYMENT OF THE CONTRIBUTION

- 4.1 Subject to clauses 4.5 and 4.6 and an appropriation by Parliament of required funds, the Department will make payments of the Contribution by reimbursement, upon receipt from the Recipient of claims for Eligible Costs as identified in clause 2.3.
- 4.2 Any payment by the Department under this Agreement is subject to there being an appropriation for the fiscal year in which the payment is to be made and to there being funds available. Should the Department's funds be reduced by Parliament, the Department may reduce or cancel the Contribution.
- 4.3 Claims for reimbursement of Eligible Costs are to include Supporting Documentation, if requested by the Department, as described in clauses 6.6 and 6.7 and in Schedule 3 of this Agreement.
- 4.4 Claims from the Recipient for the Project should be submitted according to the reporting frequency specified in Schedule 3.
- 4.5 The Department may make advance payments of a Contribution in approved cases, where the Recipient has requested such payments and the request aligns with conditions specified in Schedule 3.
- 4.6 The Department shall not contribute to costs incurred prior to or subsequent to the Funding Period.
- 4.7 Any overpayments, unexpended balances, amounts disallowed on audit, amounts received by the Recipient from other sources that are in excess of total anticipated amounts under clause 5.1, and any refunds, rebates, and discounts that have been billed to the Department as part of actual costs, or other amounts owing to the Department by the Recipient shall be recognized as debts due to the Crown, and repaid within 30 days of receipt of notice to do so by the Department, after which time, the *Interest and Administrative Charges Regulations* will apply.
- 4.8 The Recipient declares and guarantees that at the time of signing the Agreement, it does not have an amount owing to the Crown. Should this change during the implementation of the Project, the Recipient shall promptly inform the Department by submitting a true and accurate list of all amounts owing. Amounts due to the Recipient under this Agreement may be set off against amounts owing to the Crown under legislation or previous agreements.
- 4.9 Where the Department determines that a change in reporting frequency identified in Schedules 3 and 4, or holdback amount identified in Schedule 3 is warranted, it will notify the Recipient in writing and provide details of any changes. The written communication between the Department and the Recipient



shall constitute part of the Agreement and supersede the reporting frequency or holdback amount indicated in Schedule 3 of the Agreement.

- 4.10 The Department reserves the right not to process or pay Contribution funds in relation to claims for Eligible Costs submitted more than 60 days after the end of the Funding Period.

5.0 RECIPIENT'S OBLIGATIONS

The Recipient also agrees to abide by the following obligations during the entire Funding Period and where relevant, during the entire Term of the Agreement:

- 5.1 To submit to the Department, prior to the start of the Agreement, a disclosure of all confirmed or potential sources of funding or in-kind contributions for program activities and/or Eligible Costs related to the Agreement. The Recipient shall notify the Department of any changes in funding from other sources for activities related to the Agreement set out in Schedule 1, and shall do so within 30 days of their occurrence. The Recipient shall submit any changes in the funding level through an updated Forecast of Cash Flow, or as otherwise specified in Schedule 3.
- 5.2 To keep all records and provide all services and/or activities during the Funding Period in a sustained, diligent, efficient and cost-effective manner, using qualified personnel.
- 5.3 To ensure that all personnel designated by the Recipient to deliver the Project described in Schedule 1 of this Agreement are authorized to work in Canada, familiar with the community they serve, and sufficiently familiar with Canadian sociocultural, economic and institutional realities to achieve the objectives identified in Schedule 1.
- 5.4 To adhere to the following Official Language requirements:
- A) To inform Eligible Clients of services available in the client's official language through other organizations.
 - B) To organize activities, projects, and programs to forge ties between Canada's two official language communities.
 - C) To annually consult with francophone minority communities about settlement and resettlement programming as determined appropriate by the Department.
 - D) To offer services in both official languages based on an assessment of needs by the Department; this will include:
 - i) making the public aware of services through greetings, recorded messages, announcements, broadcasts, signs, documents and other means of communication; and
 - ii) provision of equal quality services for the public in both official languages, and for individuals in the language of their choice.
 - E) Identify the Project participants/beneficiaries and take all necessary measures to communicate and provide Project-related services and/or activities to the participants/beneficiaries in English and in French as the case may require.
 - F) The Department has deemed that the requirements under this section are not applicable.
- 5.5 To deliver the Project in accordance with all applicable laws, by-laws, regulations, guidelines and requirements and, prior to beginning the Project, obtain required permits, licences, consents, authorizations and insurance coverage, including directors' liability insurance and replacement insurance for capital assets, as may be required.
- 5.6 Recipients shall ensure that clients receive services in a safe, secure and respectful environment, and that their staff have the tools and training to ensure that this occurs. The Recipient must have in place, or will have in place within six (6) months of the Agreement start date, and shall maintain in place for the entire Funding Period of the Agreement, a code of conduct to prevent, investigate and respond, as required, to misconduct and wrongdoing.
- 5.7 To ensure that all members of the Board of Directors:
- A) are chosen in conformity with applicable federal and provincial legislation governing corporations or unincorporated associations;
 - B) are fully informed about the management and operations of the Recipient; and
 - C) are familiar with the principles of board governance.
- 5.8 To conform to the reporting requirements found in section 6.0 for each Agreement it has with the Department.
- 5.9 In the case of an Agreement that includes the provision of funds for Care for Newcomer Children



services or licensed daycare services, the following requirements must be met:

- A) The Recipient must ensure all provisions of the national Care for Newcomer Children Requirements, and, where applicable, the provincial or territorial legislation(s) for licensed daycare are met, where dependent children receive such services on the same premises in which their parent(s) / guardian(s) receive services under the RAP or the Settlement Program.
- B) The Recipient must ensure that any contracted third party is licensed by the province or territory, where dependent children are placed in facilities on premises separate from those where their parent(s) / guardian(s) receive services under the RAP or the Settlement Program.

- 5.10 The Recipient shall notify the Department in writing within 14 days of any staff changes that relate to the management of this Agreement, as well as of any changes in the membership of the Board of Directors.
- 5.11 The Recipient shall notify the Department in writing of any changes to organizational policies which impact this Agreement. Should any changes to such policies occur during the course of the Agreement, the Recipient shall provide the Department with a copy of the amended policy within 14 days of the change.
- 5.12 Where special training needs of clients with disabilities have been identified, the Recipient shall submit to the Department for consideration a rationale and a budget for the cost of such enhancements.

6.0 MONITORING AND REPORTING REQUIREMENTS

In order to fulfill the Department's management and accountability requirements, the Recipient further agrees to abide by the following obligations:

- 6.1 During the entire Funding Period, the Recipient will:
 - A) ensure that authorized representatives of the Department are permitted reasonable access to all premises where the Project is being delivered under this Agreement, or which provide support for this Project, in order to monitor all aspects of the Recipient's compliance with its obligations under this Agreement, including the delivery of services in both official languages where applicable; and
 - B) keep and maintain a secure data collection system containing protected information, as required by the Department, about each Eligible Client to whom services are provided.
- 6.2 During the entire Term of the Agreement, the Recipient will:
 - A) keep and maintain proper books and records in accordance with generally accepted accounting principles and business practices, of all assets and liabilities held, all revenues from all sources, and all expenses incurred and paid out in connection with this Agreement; and
 - B) retain all Supporting Documentation relating to the financial books and records.
- 6.3 During the entire Term of the Agreement and for each reporting period identified in Schedules 3 and 4, the Recipient shall submit claims for Eligible Costs with Supporting Documentation if requested by the Department, and complete statistical and narrative reporting against progress towards and achievement of expected results, which are satisfactory to the Department in scope, detail, format and frequency.
- 6.4 The Recipient shall complete an annual project performance reporting exercise by submitting an annual report. Recipients delivering direct services under the Settlement Program must submit an annual report using the template provided by the Department. Annual reports must be submitted to the Department at the end of the Agreement for single-year agreements (or less), or at the end of each fiscal year for multi-year agreements.
- 6.5 During the entire Term of the Agreement, and for seven (7) years afterwards, the Recipient agrees to:
 - A) make such information as described in clauses 6.1, 6.2, 6.3 and 6.4, regardless of format, available for inspection, audit and monitoring by representatives of the Department, who may make copies thereof and take extracts therefrom, ensuring that all protected information is protected as per departmental policies;
 - B) make available facilities for any such inspection, audit and monitoring by representatives of the Department;
 - C) show evidence of a documented disposition procedure and provide any other information that may be required with respect to the books and records described in clauses 6.1, 6.2, 6.3 and 6.4;
 - D) send copies of any information to the Department, which has been collected on its behalf, at such intervals, in such format and by such means as the Department may specify, for use in monitoring and evaluating the Project; and
 - E) safeguard appropriately for its level of classification or designation, collected protected information



as described in subclause 6.1 B). Protected information must be retained only for as long as the client continues to receive services, after which all copies of the record must be immediately destroyed. The manner of destruction must be appropriate to the level of classification or designation and the storage media in which it has been retained. If the Recipient is required to maintain the record for uses outside of the Agreement, all identifying information specific to the Department must be removed.

- 6.6 During the entire Term of the Agreement, and for greater certainty further to subclause 6.1 B), the Recipient shall comply with instructions by the Department relating to performance measurement, research, evaluation, monitoring and policy analysis of the program under which it is receiving funding.

The Recipient also agrees:

- A) to use the system(s) provided by the Department and maintain a comprehensive security awareness training program available to all staff; or
- B) that additional requirements under this section as identified by the Department, are not applicable.

- 6.7 The Recipient shall submit to the Department, within 60 days of the end of the Funding Period or as otherwise specified in Schedule 3 or 4:

- A) a final claim for Eligible Costs with Supporting Documentation if requested by the Department;
- B) a final financial report detailing actual expenditures incurred as well as a declaration of revenues received, including in-kind contributions, for the Project; and
- C) a Final Progress Report as detailed in Schedule 4.

- 6.8 Recipients shall be subject to monitoring by the Department, as set out in clauses 6.1 to 6.7, in relation to their planned objectives and deliverables. The Department will assess whether satisfactory outcomes have been achieved; whether demand for a particular service still exists; and whether administrative documents, reports, financial records and statements, and any other required documentation, are in order.

- 6.9 The Department may request a Compliance Audit of the Project to ensure compliance with the terms of the Agreement. The scope and timing of such an audit will be determined by the Department.

7.0 PRIVACY AND SECURITY OBLIGATIONS

- 7.1 Personal information collected or maintained by the Recipient within Canada is subject to the provisions of the applicable federal, provincial or territorial privacy and access to information legislation or the *Personal Information Protection and Electronic Documents Act* (PIPEDA).

Recipients delivering a Project overseas will:

- A) comply with the current national or domestic laws of the countries where services are being provided, including any laws that may be enacted after the beginning of the Agreement; and
- B) acknowledge that nothing in the applicable laws derogates from, prevents compliance with or conflicts with the requirements of this Agreement. The Recipient must notify the Department immediately, and where possible in advance, of a change to applicable laws that derogates from, prevent compliance or conflict with the requirements of this Agreement.

- 7.2 Recipients will limit their collection of personal information to only that which is necessary for them to carry out their programming, and must be proportional to the benefit to be derived from the expected outcomes of the Project.

- 7.3 Personal information shall be treated as confidential and not disclosed to any person, other than the client, except in accordance with applicable law. When requested, the Recipient shall provide clients with reasonable access to view their information that was collected for purposes of programming funded by the Department.

- 7.4 The Recipient shall take all security measures reasonably necessary to protect any such personal information using methods that are generally used by prudent public and private sector organizations. These measures must meet the requirements, standards or guidelines found in applicable policy, directives or protocols of the Government of Canada, including those set out in any instructions issued by the Department for the protection of personal information against unauthorized use or disclosure.

Recipients delivering a Project outside Canada will ensure cross-border transmission of personal



information between its offices in countries where the Recipient is delivering the Project and fulfilling its obligations pursuant to this Agreement must only be done when necessary or required for the performance of the Project and shall be in compliance with all sections of this Agreement. If requested by the Department, the Recipient shall provide a description of cross-border transmission of information that is necessary for the Project.

- 7.5 Where the Recipient has reasonable grounds to believe that there has been loss, theft, unauthorized access, disclosure, copying, use, modification or destruction of personal information, or any incident that may jeopardize the security or integrity of personal information, it will immediately notify the Department of the privacy breach. The Recipient will also immediately take all reasonable steps to stop and contain the impact of the breach, assess and resolve the problem, and prevent its recurrence. The Department may direct the Recipient to take specified steps to resolve and prevent a recurrence.
- 7.6 Despite the provisions of this Agreement, in the event that the Recipient is compelled to produce any personal information pursuant to any applicable legislation, regulation, or any order of any court, tribunal, administrative body or other authority with jurisdiction, whether in or outside of Canada, the Recipient shall notify the Department and the affected client immediately, and where possible, in advance.
- 7.7 In addition to the above as it relates to clause 6.6 specifically, the Recipient agrees:
- A)
 - i) to make available the "Gathering Information" pamphlet that explains the purpose and privacy implications of collecting a client's information;
 - ii) if the client is illiterate, to verbally transmit the contents of the pamphlet; and
 - iii) to comply with the systems' related privacy and security manual and other departmental policies and instructions governing security matters.
 - B) that additional requirements under this clause as identified by the Department, are not applicable.
- 7.8 Without limiting the generality of section 9.0, the Recipient shall be liable for claims resulting from the breach of the privacy and confidentiality of the information in the course of the performance by the Recipient of its obligations pursuant to this Agreement. The Department will not accept any liability for damage, loss, injury, or claims of any kind, including, but not limited to, breach of confidentiality of information arising out of the performance by the Recipient of its obligations pursuant to this Agreement. The Department is not liable for the physical safekeeping and privacy of documents provided to the Recipient while such documents are in the possession or control of or under the responsibility of the Recipient, or in the process of being transferred or transmitted to the Department.
- 7.9 Any violation of the above-noted clauses will be considered a default pursuant to section 8.0 of the Agreement.

8.0 DEFAULT

8.1 The following constitute events of default:

- A) The Recipient becomes bankrupt or insolvent, is placed in receivership, or takes the benefit of any statute relating to bankrupt or insolvent debtors.
- B) An order is made or a resolution is passed for the winding up of the Recipient, or the Recipient is dissolved.
- C) The Recipient is in breach of the performance of, or compliance with, any term, condition or obligation on its part to be observed or performed.
- D) The Recipient has submitted false, misleading, or inaccurate information to the Department.
- E) In the opinion of the Department, the Recipient has failed to deliver the Project in an acceptable manner.
- F) The activities or anticipated activities of the Recipient are contrary to Canadian law.

8.2 In the event of default and after consultation with the Recipient, the Department may direct that changes be made to the Project.

8.3 The Department may avail itself of either or both of the following remedies, as well as any remedies otherwise available:

- A) by written notice to the Recipient in the event of default, immediately suspend any obligation by the Department to contribute or continue to contribute to the Eligible Costs of the Project as per clauses 3.1 and 3.2 of this Agreement, including any obligation to pay an amount owing prior to the date of such notice, until such default is corrected to the Department's satisfaction; and/or
- B) by written notice to the Recipient in the event of default, immediately terminate any obligation to



contribute or continue to contribute to the Eligible Costs of the Project as per clauses 3.1 and 3.2 of this Agreement, including any obligation to pay an amount owing prior to the date of such notice, where the Department is of the opinion that the needs of Eligible Clients would be better met by such termination or has determined that it would not otherwise be in the Department's interest to continue with its obligation to contribute.

8.4 In the event of default and termination of the Agreement by the Department:

- A) the Recipient shall dispose of capital assets acquired with the Contribution as outlined in section 11.0 of this Agreement; and
- B) the Department shall recover any amount remaining from any advance payment, as described in Schedule 3, as well as any debts due to the Crown as referred to in clause 4.7.

8.5 The fact that the Department refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right. The partial or limited exercise of a right conferred on the Department by this Agreement shall not prevent the Department in any way from later exercising any other right or remedy under this Agreement or other applicable law.

9.0 THIRD PARTY

9.1 This Agreement is for a Contribution to the Recipient only, and nothing in it or done pursuant to it is to be construed as constituting the Recipient as the Department's agent, representative, employee or co-venturer. The Recipient is in no way authorized to make a promise, agreement or contract on behalf of the Department.

9.2 The Recipient shall indemnify and save harmless the Department from and against all claims, losses, damages, costs and expenses related to the performance by the Recipient of its obligations pursuant to this Agreement, including, but not limited to, the following:

- A) non-payment by the Recipient of debts, loans, capital leases or other obligations to third parties, including but not limited to the case that the Recipient becomes bankrupt or insolvent or is placed in receivership;
- B) any injury or death of a person;
- C) any loss or damage to property caused or alleged to be caused by the Recipient or its servants or agents in carrying out the Project;
- D) any settlement for wrongful dismissal by the Recipient; and
- E) any infringement of the third party's Intellectual Property Rights, including claims that stem from the use of hardware or software provided to the Recipient by the Department or acquired by the Recipient with funds pursuant to this Agreement.

9.3 As soon as the existence of a claim from a third party as described in subclause 9.2 E) is made known to the Department, the Department is entitled to prohibit the Recipient from making further use of the hardware or software described above and to issue instructions to the Recipient regarding such claims. If the Recipient does not comply with instructions issued by the Department pursuant to subclause 9.2 E) and this provision, then the Department is entitled to terminate the present Agreement pursuant to section 8.0.

9.4 Where the Recipient is an unincorporated association, it is understood and agreed by the persons signing this Agreement on behalf of the Recipient, that they shall also be personally, jointly and severally liable for any and all obligations of the Recipient under this Agreement, and for any debt that may become due to the Department hereunder.

9.5 The Recipient shall not assign this Agreement in whole or in part without the prior written consent of the Department, and any assignment made without that consent is void and of no effect.

9.6 When the Recipient contracts for products or services which are the subject of this Agreement, the Recipient must:

- A) use a fair process in obtaining price quotes from prospective contractors;
- B) ensure value for money;
- C) retain, and readily provide to the Department on request, copies of all contracts with third parties; and
- D) maintain accurate records of all transactions with third parties, and provide the Department with reasonable access to these records:
 - i) during the entire Term of the Agreement; and
 - ii) for seven (7) years afterwards.



- 9.7 The Recipient must ensure that any contract entered into with third parties is consistent with this Agreement, including the following terms and conditions:
- A) Nothing in this contract or in work done pursuant to it is to be construed as creating a contractual relationship of any kind between the Department and the third party.
 - B) The third party must make available Supporting Documentation, and books and records to the Department's representatives for inspection and audit.
 - C) The third party must be bound to the same privacy and security obligations that apply to the Recipient under section 7.0 of the Agreement.

10.0 INTELLECTUAL PROPERTY

- 10.1 "Intellectual Property Right" means any Intellectual Property Right recognized by law, including any protected through legislation or arising from protection of information as a trade secret or as confidential information.
- 10.2 Where in the course of carrying out the Project, the Recipient produces any work subject to Intellectual Property Rights, these rights shall vest in the Recipient.
- 10.3 Recipients should, or must if applicable, negotiate a copyright licence with one of the Canadian copyright licensing agencies to have rights on all copyright materials for use by clients and recipient staff.
- 10.4 Where the production of the work has been funded, in whole or in part, by the Contribution made by the Department under this Agreement, the Recipient hereby grants to the Department a non-exclusive, fully paid and royalty-free licence to reproduce, distribute and translate the work for purposes of carrying out the Department's program objectives.
- 10.5 With respect to any work licensed under this section, the Recipient:
- A) warrants that the work shall not infringe on the copyrights, trademarks or proprietary rights of others;
 - B) agrees to indemnify and save harmless the Department from all costs, expenses and damages arising from any breach of any warranty given in subclause 10.5 A) of this Agreement; and
 - C) shall include an acknowledgment, in a form satisfactory to the Department, on any work which is produced by it with funds contributed by the Department under this Agreement, acknowledging that the work was produced with funds contributed by the Department and identifying the Recipient as being solely responsible for the content of such work.
- 10.6 If the Recipient is involved, either in or out of court, in a claim by a third party relating to the infringement of its Intellectual Property Rights, the Recipient must inform the Department immediately in writing of the claim.
- 10.7 Section 10.0 shall remain in effect after the expiration of the Agreement.

11.0 CAPITAL ASSETS

With regard to capital assets purchased in whole or in part with Contribution funds, the Recipient and the Department agree that ownership of such assets rests with the Recipient, subject to the following:

- 11.1 That such assets be insured for replacement costs.
- 11.2 That an inventory of capital assets purchased with Department funds (or purchased with insurance funds, when insurance costs have been paid with funds from the Department) be kept by the Recipient. The inventory should include sufficient information such as the purchase date, purchase price, make, model and serial number for easy identification of the assets.
- 11.3 That the Recipient neither sell, transfer, mortgage, lease nor otherwise dispose of any capital assets purchased with such funds without the prior written consent of the Department.
- 11.4 That at the termination of the Agreement and ending of the funding relationship between the Department and the Recipient, the latter will ensure that any capital assets which have been purchased with Department funds (or purchased with insurance funds, when insurance costs have been paid with funds from the Department) but which have not been physically incorporated into the premises of the Recipient, at the discretion of the Department:
- A) be sold, at fair market value, and that the revenue be applied to eligible Project costs, which may no longer be claimed for reimbursement;



- B) be turned over to a registered charitable organization;
- C) assigned to another recipient funded by the Department; or
- D) be retained by the Recipient.

12.0 GENERAL

- 12.1 This Agreement may be signed in counterparts, each of which when taken together, will constitute an original Agreement.
- 12.2 The terms of this Agreement take effect as of the date the Agreement is signed by the last of the two parties to do so.
- 12.3 This Agreement is binding on the parties and their successors and permitted assigns.
- 12.4 This Agreement may be amended with the mutual consent of the Recipient and the Department. To be valid, any amendment must be in writing, in a form satisfactory to the Department, and signed by the designated representatives of both the Recipient and the Department. Any amendment shall take effect when signed by the last of the two parties to do so.
- 12.5 The Department may, by notice to the Recipient, suspend or terminate this Agreement, in whole or in part, at any time without cause upon not less than **two months** written notice of intention to terminate. In the event of a suspension, the Department will notify the Recipient of the obligations to be met. In the event of a termination notice being given by the Department under this section:
- A) the Recipient shall make no further commitments in relation to the Agreement and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto;
 - B) all Eligible Costs incurred by the Recipient up to the date of termination, not exceeding the maximum amount of the Department's Contribution payable under this Agreement, will be paid by the Department, including the Recipient's costs of, and incidental to, the cancellation of obligations incurred by it as a consequence of the termination of the Agreement; provided that payment and reimbursement under this paragraph shall only be made to the extent that it is established to the satisfaction of the Department that the costs mentioned herein were actually incurred by the Recipient and the same are reasonable and properly attributable to the termination of the Agreement; and
 - C) the amount of any Contribution funds which remain unspent shall be promptly repaid to the Department, and such amounts shall be a debt due to the Crown.
- 12.6 All communication with respect to this Agreement shall be sent:
- A) in the case of the Department, to:
Director of Integration
417 Exeter Road
London, ON, N6E 2Z3
Canada
 - B) in the case of the Recipient, to:
Jill Tansley
The Corporation of the City of London
Citi Plaza, 355 Wellington Street, Suite 248, 2nd Floor
London, ON, N6A 4L6
Canada
- 12.7 Any communication that is delivered will have been received on delivery; any communication sent by facsimile will be deemed to have been received one (1) day after having been sent; any communication sent by email will be deemed to have been received on the date that the email is sent, and any communication mailed by regular mail will be deemed to have been received five (5) working days after being mailed. The Recipient represents and warrants that the signatories to this Agreement have been duly authorized to execute and deliver this Agreement on its behalf.
- 12.8 The Recipient represents and warrants that the execution, delivery and performance of this Agreement have been duly and validly authorized and when executed and delivered will constitute a legal, valid and binding obligation of the Recipient enforceable with its terms.
- 12.9 The Recipient represents and warrants that it is under no obligation, prohibition or other disability, nor is it subject to or threatened by any actions, suits or proceedings which could or would prevent compliance with this Agreement and undertakes to advise the Department forthwith of any such occurrence during



the Term of the Agreement.

- 12.10 The Recipient and the Department expressly disclaim any intention to create a partnership, joint venture or joint enterprise. Nothing arising out of, related to, occasioned by or attributable to, in any way, to this Agreement shall constitute or be deemed to constitute that the Recipient and the Department are related as partners, joint venturers or principal and agent in any way or for any purpose.
- 12.11 Neither the Department, nor its employees, officers or agents, will have any liability in respect of claims of any nature, including claims for injury or damages, made by any person involved in the activities that are required of the Recipient in carrying out its obligations under this agreement, and the Recipient will indemnify and save harmless the Department, its employees, officers and agents, in respect of any such claims.
- 12.12 The Recipient will obtain any necessary third party authorizations, as required to carry out its obligations under this Agreement, from third parties who have Intellectual Property Rights or other rights affected by this Agreement. The Department will have no liability in respect of claims from any person relating to such rights, and the Recipient will indemnify and save harmless the Department from any such claims.
- 12.13 When direct services and/or activities are provided to clients, the Recipient shall erect at a suitable location on its premises a sign in both of Canada's official languages, which the Department considers appropriate, indicating that the Recipient's Project is funded by the Government of Canada.
- 12.14 Where in the opinion of the Department there is a demand, the Recipient will ensure that services and documentation intended for public use be available in both official languages.
- 12.15 In consultation with the Department, the Recipient shall ensure visibility and provide public recognition of the Government of Canada's support to the Project in publications, speeches, press releases, websites, social media or other communication material. This shall be done in a manner compliant with Canada's Federal Identity Program using a visual identifier and/or wording satisfactory to the Department, for example: "This project is funded [in part] by the Government of Canada / Ce projet est financé [en partie] par le gouvernement du Canada". The Department may, at its discretion, withdraw the requirement for recognition of federal funding, and will consult the Recipient to determine when the public recognition activities may resume.
- 12.16 Materials copyrighted to the Department and the Crown in right of Canada, remain the property of these institutions.
- 12.17 The Recipient warrants that it has not, nor has any person on its behalf, offered or promised to any official or employee of Her Majesty the Queen in Right of Canada, for or with a view to obtaining this Agreement any bribe, gift or other inducement, and it has not nor has any person on its behalf employed any person to solicit this Agreement for a commission, fee or any other consideration dependent upon the execution of this Agreement.
- 12.18 No member of the Senate or the House of Commons shall be admitted to any share or part of this Agreement or to any benefit arising from it that is not otherwise available to the public.
- 12.19 No current or former public servant or public office holder to whom the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Policy on Conflict of Interest and Post-Employment* or the *Values and Ethics Code for the Public Sector* applies shall derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation and codes.
- 12.20 Any person lobbying on behalf of the Recipient must be registered pursuant to the *Lobbying Act*, as amended from time to time.
- 12.21 The parties agree that unless otherwise specified in writing in this Agreement, the law of the province or territory where the Recipient's head office is located shall be the applicable provincial or territorial law.
- 12.22 The Recipient shall declare in writing to the Department if the Recipient, members of its Board of Directors or any of its officers or employees engaged in this Project:
- A) were convicted during a period of three (3) years prior to the Agreement by a court of law in Canada or in any other jurisdiction for an offence involving bribery or corruption; or
 - B) are under sanction, for an offence involving bribery or corruption, imposed by a government or a governmental organization.

The Department may terminate the Agreement forthwith for default where it is found that the Recipient has omitted to declare, prior to entering into, or during the Funding Period of the Agreement, such



conviction or sanction.

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

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

The Recipient acknowledges having read and understood the Agreement in its entirety and agrees with its contents. The parties hereto have signed this Agreement through duly authorized representatives:

Recipient

Name (Print)

Position (Print)

Signature

Date (YYYY-MM-DD)

Department

Name (Print)

Position (Print)

Recipient

Name (Print)

Position (Print)

Signature

Date (YYYY-MM-DD)

Signature

Date (YYYY-MM-DD)



**Settlement Program – Schedule 1
Statement of Planned Activities and Intended Results**

Recipient Name: The Corporation of the City of London	Agreement Number: X223926001
Agreement Title: Developing a Model for a Community-Based Plan for Effective and Efficient integration of Immigrants in A Welcoming London and Middlesex Community	Amendment Number:

PROJECT DESCRIPTION AND OBJECTIVE(S):

Currently, decisions around settlement service delivery and funding are made at the national level. When decisions do not adequately reflect local needs and priorities at the community level, services and supports for immigrants are likely to be less responsive, and the environment they live in will be less welcoming to newcomers. This impacts immigrants' economic, social, and civic-cultural outcomes in our community. This process will look at community based models for settlement service delivery & funding which take account of local needs and priorities as an alternative to present funding models used in London & Middlesex. The objective is the creation of a model for effective and efficient community-based decision-making to support the settlement and integration of immigrants. This work will address the problem by providing an opportunity for input by the local community into the creation of a new model for settlement services and funding. Our activities will be led by the LMLIP Work Group who will create an Advisory Panel made up of local stakeholders & identify a Consulting Agency who will lead the framing & evaluation of the project. Partners across London & Middlesex will participate including Anglophone & Francophone groups providing settlement and non-settlement services to newcomers, other local organizations and agencies with potential for supporting newcomers, researchers, immigrants, policy makers, and other community members with an interest in immigration.

The new model will be tested against the current model for delivery and funding of settlement services by using the results of our environmental scan and community visioning and consultations. We will assess stakeholders' perceptions of the model as increasing their capacity to support the integration of newcomers, and perceptions of whether the model is more likely to achieve this outcome. We will also assess stakeholders' increased understanding of the benefits and challenges of a coordinated approach to service delivery and funding. Finally, an independent evaluator will evaluate the final model as to it taking into account characteristics of a welcoming community and dimensions of inclusion, and its likelihood of improving service delivery and funding in London-Middlesex. The expected outcome is a more responsive model of settlement service delivery and funding that meets community needs, contributes to improved settlement outcomes for immigrants, and creates a more welcoming community.

PLANNED ACTIVITIES:

Activity: 1 - Indirect - Research Activities

Activity Narrative: Project Ramp-Up: Set up Community Based Advisory Planning Panel (7 Members) and LMLIP Work Group, Conduct procurement process to hire Consulting Company and hire Students/Postdoctoral Fellows.

"These groups will constitute the organizational structure to perform all the necessary functions in producing the environmental scan and community-based plan."

Quantity: 1

Output Description: FY 1 - 2021-2022 - Establishment of the structure needed to carry out the work.

Quantity: 1

Activity: 2 - Indirect - Research Activities

Activity Narrative: Environmental scan

Detailed review and analyses of research and literature pertaining to the demographic, economic and social conditions in the community, existing data on experiences of discrimination and on attitudes towards immigrants. This will be completed by combining a) a written review and analysis of research and existing documentation with b) a series of consultations. Consultations will be held in groups.

Anglophone/Francophone groups providing settlement /non-settlement services

FY2 – 2 Meetings x 60 participants = 120 participants

FY2 – 3 Focus groups x 10 participants = 30 participants

Agencies not providing services but with potential for involvement in immigrant integration

FY2 – 1 Meeting x 45 participants = 45 participants



FY2 – 3 Focus groups x 10 participants = 30 participants

Newcomers not member of organizations and community members with interest in attraction. Retention of immigrants

FY2 – 2 Meetings x 20 participants = 40 participants

Policy makers including members of City/County Councils/ committees in London and Middlesex

FY2 – 1 Meeting x 10 participants = 10 participants.

Output Description: An Environmental Scan will be completed to obtain a baseline with which projects results could be measured against.

Target Number of Clients: 275

Activity: 3 - Indirect - Research Activities

Activity Narrative: Planning Consultation, Phase 1

Building on results of the environmental scan, conduct consultations and focus groups. with a) agencies providing services, b) organizations with potential to contribute to the integration of immigrants, c) policy makers and leaders, and d) immigrants and interested individuals representing key community groups. These forward-looking consultations will draw out visions for the community, aims and objectives regarding immigration, plans in the next 3 to 5 years, resources and services needed, funding sources, methods and procedures.

Agencies providing services

FY2 – 2 Meetings x 60 participants = 120 participants

FY2 – 2 Focus groups x 10 participants = 20 participants

Organizations with potential to contribute to the integration of immigrants

FY2 – 1 Meeting x 45 participants = 45 participants

FY2 – 3 Focus groups x 10 participants = 30 participants

Policy makers and leaders

FY2 – 1 Meeting x 10 participants = 10 participants

Immigrants and interested individuals representing key community groups

FY2 – 2 Meetings x 20 participants = 40 participants

Output Description: Targeted outcome: Detailed information on the community needs and priorities, aims and objectives as well as resources and services needed, possible funding sources, methods and procedures

Target Number of Clients: 265

Activity: 4 - Indirect - Research Activities

Activity Narrative: Draft designs and models

Design models of funding structures and procedures, seeing to it that the following are duly addressed:

- Governance structures (including how decisions would be made)
- Involvement of community stakeholders (including selection, roles and responsibilities)
- Funding structures (including their advantages to the community, various sources of funding, and funding procedures)
- Mechanisms to identify potential service delivery partners, and to determine opportunities, gaps and duplications in service delivery
- Mechanisms to determine settlement, integration and community priorities
- Data collection, measurement, evaluation and reporting (including how and what would be collected and how used to support decision making)
- Communication system among stakeholders, partners and governance organization
- Procedures to ensure fairness and transparency

Output Description: Targeted outcome: a number of possible models. The LMLIP Planning Work Group & Advisory Planning Panel will examine these models and decide on 2- 3 possible models that would be forwarded to the wider group of stakeholders for feedback and comments.

Quantity: 3

Activity: 5 - Indirect - Research Activities

Activity Narrative: Planning Consultations Phase 2

Feedback will be sought from various stakeholders through solicitation of comments on the proposed models. This phase will include pre-consultation documents, where models are clearly described with explanations about the key components of the models. These documents will be sent in advance of the consultation proper. The constitution of focus groups will be determined such that participants will be able to understand the views from different perspectives. FY3 – 6 Focus groups x 30 participants – 180 participants

Output Description: Targeted outcome: Selection of the consensually selected model that will form the basis for our final report.

Quantity: 1



Target Number of Clients: 180

Activity: 6 - Indirect - Research Activities

Activity Narrative: Final Assessment of Project Outcomes: A final assessment of the project's success will be conducted in the form of a final project evaluation and must be completed within the Funding Period and is to be submitted to the Department within 60 days of the end of the Funding Period.

Output Description: 1 Final Evaluation Report

Quantity: 1

SPECIFIC OUTCOMES:

- The recipient will improve their understanding of local needs of immigrants.
- The recipient will understand the effectiveness and efficiency of a community based approach to Settlement funding and planning.
- The willingness of the community to adopt locally determined approaches to Settlement support is understood.

EXPECTED OUTCOMES:

- Partners deliver responsive and coordinated settlement and community services



**Settlement Program – Schedule 2
Description of Eligible Costs**

Recipient Name: The Corporation of the City of London		Agreement Number: X223926001
Address: Citi Plaza, 355 Wellington Street, Suite 248, 2nd Floor London, ON, Canada N6A 4L6		
Telephone Number: (519) 661-2500	Facsimile Number: (519) 661-5871	Amendment Number:
Agreement Title: Developing a Model for a Community-Based Plan for Effective and Efficient integration of Immigrants in A Welcoming London and Middlesex Community		

Duration of Activity / Funding Period	From: 2022-01-10 YYYY-MM-DD	To: 2023-12-31 YYYY-MM-DD	Fiscal Years: 3
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DEPARTMENTAL CONTRIBUTION – SEE ATTACHED SHEET FOR COST CATEGORY DETAILS

FISCAL YEAR	PROGRAM DELIVERY	ADMINISTRATIVE	CAPITAL	TOTAL CONTRIBUTION
2021-2022	\$6,100	\$305	\$0	\$6,405
2022-2023	\$310,349	\$15,517	\$0	\$325,866
2023-2024	\$193,345	\$9,667	\$0	\$203,012
TOTAL COST CATEGORY	\$509,794	\$25,489	\$0	\$535,283



Recipient Name:

The Corporation of the City of London

Agreement Number:

X223926001

Fiscal Year: 2021-2022

PROGRAM DELIVERY 1

Qty	Line Item	Description/Details	Amount for Fiscal Year
1	Professional and consultant fees	- 3 graduate students/postdoctoral fellows to assist with the Environmental Scan	\$5,400
1	Conferences and workshops	- Honoraria for members of Advisory Planning Panel - 7 members at \$100 each	\$700

Total - Program Delivery: **\$6,100**

ADMINISTRATIVE

Line Item	Description/Details	Amount for Fiscal Year
Negotiated Administrative Rate	5%	\$305

Total - Administrative: **\$305**

Total Maximum Contribution for Fiscal Year: **\$6,405**



Recipient Name: The Corporation of the City of London	Agreement Number: X223926001
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Fiscal Year: 2022-2023

PROGRAM DELIVERY 2

All line items/Tous les éléments

Qty	Line Item	Description/Details	Amount for Fiscal Year
1	Professional and consultant fees	- 3 graduate students/postdoctoral fellows to assist with the environmental scan - Translation of key documents English and French	\$35,550
1	Conferences and workshops	- Space rental for consultations and focus groups - Refreshments for 500 people - Honoraria for members of Advisory Planning Panel - 7 members at \$400 each	\$9,800
1	GST/HST	applies to translation; space rental; refreshments	\$321
Total All line items/Tous les éléments:			\$45,671

Sub Agreement Holder 1 - Consulting Company

Qty	Line Item	Description/Details	Amount for Fiscal Year
	Professional and consultant fees	Hired Consulting company by procurement process to work on project -\$1700 per day for avg of 3.5 days a week for 28 weeks and 2.5 days for 22 weeks	\$260,100
	GST/HST	applicable for consulting company	\$4,578
Total Sub Agreement Holder 1 - Consulting Company:			\$264,678

Total - Program Delivery: **\$310,349**

ADMINISTRATIVE

Line Item	Description/Details	Amount for Fiscal Year
Negotiated Administrative Rate	5%	\$15,517

Total - Administrative: **\$15,517**

Total Maximum Contribution for Fiscal Year: **\$325,866**



Recipient Name: The Corporation of the City of London	Agreement Number: X223926001
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Fiscal Year: 2023-2024

PROGRAM DELIVERY 2

All line items/Tous les éléments

Qty	Line Item	Description/Details	Amount for Fiscal Year
1	Professional and consultant fees	- Independent evaluator(s) of alternative plans - Translation of key documents English and French	\$14,750
1	Conferences and workshops	- Space rental for consultations and focus groups - Refreshments for 150 people - Honoraria for members of Advisory Planning Panel - 7 members at \$400 each	\$5,300
1	GST/HST	applicable to translation; independent evaluator(s); space rental; refreshments	\$303
Total All line items/Tous les éléments:			\$20,353

Sub Agreement Holder 1 - Consulting Company

Qty	Line Item	Description/Details	Amount for Fiscal Year
	Professional and consultant fees	Consulting company to be hired by procurement process to work on project -\$1700 per day for avg of 2.5 days a week for 40 weeks	\$170,000
	GST/HST	applicable for consulting company	\$2,992
Total Sub Agreement Holder 1 - Consulting Company:			\$172,992

Total - Program Delivery: **\$193,345**

ADMINISTRATIVE

Line Item	Description/Details	Amount for Fiscal Year
Negotiated Administrative Rate	5%	\$9,667

Total - Administrative: **\$9,667**

Total Maximum Contribution for Fiscal Year: **\$203,012**



Settlement Program – Schedule 3 Terms of Payments and Financial Reporting

Recipient Name: The Corporation of the City of London	Agreement Number: X223926001
Agreement Title: Developing a Model for a Community-Based Plan for Effective and Efficient integration of Immigrants in A Welcoming London and Middlesex Community	Amendment Number:

TERMS OF PAYMENTS

Reimbursements

- 1.0 The Department will make payments of the Contribution amount by reimbursements, upon receipt from the Recipient of claims for Eligible Costs, with Supporting Documentation if requested by the Department, in accordance with clause 4.1 of the Agreement.
- 2.0 During the course of the Agreement, should it be determined that advance payments are warranted for achievement of program objectives, the Department will ensure that the conditions governing the need for advances as per clause 4.5 are met. For the purposes of advance payments, the written communication between the Recipient and the Department shall constitute part of the Agreement and will supersede the advance payment clause.

Holdback

- 3.0 An amount of up to **5%** of the total Agreement value will represent the holdback and be disbursed to the Recipient as a final payment on receipt and approval by the Department of the final claims for Eligible Costs and deliverables, including any requested Supporting Documentation. Material submitted to the Department to support release of the holdback must be certified by a duly authorized representative of the Recipient.

FINANCIAL REPORTING

- 4.0 The Recipient agrees to submit to the Department:

Forecast of Cash Flow

4.1 An initial Forecast of Cash Flow prior to the beginning of each Fiscal Year and following any amendment to the Agreement. The Department may request submission of a revised Forecast of Cash Flow should significant variances to projected spending occur.

Claims

- 4.2 Claims for reimbursement of Eligible Costs that support the achievement of objectives shall be submitted by the Recipient, for each Fiscal Year of the Agreement, as follows:
 1. April, May, June and July
 2. August and September
 3. October and November
 4. December, January, and February
 5. March

Claim 4 (December, January, and February) shall be accompanied by an estimate of anticipated costs for March. A revised Forecast of Cash Flow should be used for this purpose. Claims are to be submitted to the Department within **10 days** of the end of the reporting period.

Annual Audited Financial Statements

- 4.3 For multi-year agreements, the Recipient shall submit to the Department, the organizational annual financial statements (audited if available), within six (6) months of the Recipient's fiscal year end date.



Settlement Program – Schedule 4 Supplementary Terms and Conditions

Recipient Name: The Corporation of the City of London	Agreement Number: X223926001
Agreement Title: Developing a Model for a Community-Based Plan for Effective and Efficient integration of Immigrants in A Welcoming London and Middlesex Community	Amendment Number:

The provisions of this Schedule shall be interpreted in conformity with those of the Agreement concluded by the Department with the Recipient.

Lobbying and Advocacy:

1. Further to clause 8.1 of the Agreement, the parties agree that the Recipient will be considered in default of the Agreement should any of the services and/or activities contemplated by this Agreement, such as, but not limited to, advisory committee meetings, outreach and networking efforts, content development workshops, or the final product(s) be organized with the express intent of lobbying or advocating against government policies or programs.
2. The parties further agree that where the Recipient has shared plans with the Department about planned services and/or activities and the Department has raised no objections in advance about those plans, they will not be considered to be organized with the express intent of lobbying or advocating against government policy or programs, provided that they are carried out with strict adherence to the pre-approved plans shared with the Department. Where plans are shared with the Department and the Department does object to any of the services and/or activities, the Recipient will either eliminate the services and/or activities objected to, or to make changes sufficient to address the Department's concerns. Where the Recipient either refuses to eliminate the services and/or activities in question or to make the changes requested by the Department, the Recipient shall be considered in default of the Agreement.

Communications Protocol:

1. The Recipient shall obtain the approval of the Department before preparing and issuing any announcements, press releases, brochures, advertisements or other materials that will display the Department's logo or otherwise make reference to the Department.
2. The Recipient will advise the Department at least 30 days in advance of any special event the Recipient wishes to organize in connection with the Agreement. A special event shall only be held on a date which is mutually acceptable to the Department and the Recipient. The Recipient consents to having the Department or its designates participate in any such event.

Requirements in Support of the Francophone Integration Pathway:

1. The Recipient shall enquire as to the official language preference of all clients.
2. The Recipient shall ensure that all clients are adequately informed about the availability of French settlement services and the possibility of settling in French in Canada when accessing services in person and when visiting the Recipient's website.
3. The Recipient shall refer clients choosing to be served in French to Francophone recipients if it does not have the capacity to deliver settlement services in French.
4. The Recipient shall develop and maintain partnerships with Francophone service providers offering settlement services in order to meet the service requirements above.

Performance Monitoring and Outcome Reporting for Service Delivery Improvements:

Further to Article 6.0 of the Agreement, the Department requests that the Recipient carry-out project-level performance monitoring and assessment activities in accordance with requirements set out by the Department to inform Service Delivery Improvements lessons learned, best practices, and/or outcome reporting and analysis. Recipients will be required to submit no more than 4 Project-level Learning Reports (PLLRs) over the course of the project (including the final PLLR).



The Recipient will also be required to complete a Performance Measurement Framework (PMF) template to ensure effective measurement strategies are being pursued. A PMF should be submitted no later than three months after the start of the Funding Period. Amendments to the PMF can be requested by the Recipient.

Narrative Reporting:

Narrative reports shall be submitted by the Recipient for each Fiscal Year of the Agreement, as follows:

1. April to June
2. July to October

Narrative reports are to be submitted to the Department within 30 calendar days of the end of the reporting period.

Final Progress Report:

Following completion of the Project, the Recipient shall submit a Final Progress Report detailing the actual achievements of the Project against the Project objective(s), planned activities, and expected results identified in Schedule 1. This report is to be submitted to the Department within 60 days of the end of the Funding Period.

Redistribution of Funding:

The Recipient may redistribute funds to a Sub-Agreement Holder to carry out all or part of the Project funded under this Agreement. The Recipient remains accountable for the obligations in this Agreement and is responsible for making certain that the Sub-Agreement Holder fulfills its obligations to the Recipient. Any Sub-Agreement entered by the Recipient with Sub-Agreement Holders must respect the terms and conditions of funding set out in the Agreement.

Interpretation

1. For the purposes of this Agreement, "Sub-Agreement Holder" means an organization which receives funding from the Recipient to carry out all or part of the Project under this Agreement.

Accountability and Management Framework

2. The Recipient shall put in place an accountability and management framework with respect to organizations that applied for or receive funding under this Agreement, including a process for ensuring that proposals are assessed and selected in an open, impartial and fair manner. The Recipient shall provide the Department with a copy of this framework.

Sub-Agreements

3. The Recipient must ensure that the responsibilities, roles and relationship between each Sub-Agreement Holder and the Recipient are clearly stated in a written Sub-Agreement. The Sub-Agreement sets out the terms and conditions under which the Recipient is providing funding. It must be consistent with the Department's Agreement with the Recipient and include the following:
 - A) the Sub-Agreement Holder's legal name and address, a description of the purpose of the funding, the date of signing and the duration of the Sub-Agreement;
 - B) the conditions attached to the funding and the consequence of failing to adhere to these conditions, including provision for a right of termination in the event of a breach;
 - C) the costs which are eligible for reimbursement and a requirement for the Sub-Agreement Holder to repay any overpayments, unexpended balances and disallowed expenses to the Recipient;
 - D) the maximum amount payable and the conditions to be met before payment is made, including the requirement for the Sub-Agreement Holder to provide the Recipient with periodic claims of eligible costs and narrative reports on the achievement against planned activities and expected results;
 - E) a provision giving both the Department and the Recipient the right to conduct an audit of the books and records of the Sub-Agreement Holder, including access to the premises of the Sub-Agreement Holder and all of its financial and non-financial records related to the Sub-Agreement to monitor compliance;
 - F) a requirement to retain all accounts and records during the term of the Sub-Agreement, and for a period of seven (7) years afterwards, including copies of all Supporting Documentation;



- G) a provision stipulating that payment of any funding under the Sub-Agreement is subject to the availability of funds and that payment of funding may be cancelled or reduced in the event that the Department cancels or reduces its funding to the Recipient; and
- H) a requirement to give appropriate recognition of the Department's contribution in its publicity and signage.

Monitoring and Audit

- 4. The Recipient shall exercise due diligence in the administration of its Sub-Agreements and shall take appropriate measures for ensuring compliance, including:
 - A) monitoring project activities and undertaking periodic audits or reviews of financial records, which will be provided to the Department upon request;
 - B) where there are breaches of the Sub-Agreement, taking appropriate measures to resolve the situation, including termination or legal action to enforce compliance with the terms and conditions; and
 - C) making all reasonable efforts to recover any overpayments.

Other:

- 1. The Recipient shall notify the Department 14 days before the start of the Annual General Meeting of the date, time and location of the meeting.
- 2. International travel is not an eligible cost and will not be reimbursed by the Department under this Agreement.

Report to Community and Protective Services Committee

To: CHAIR AND MEMBERS
COMMUNITY AND PROTECTIVE SERVICES COMMITTEE
From: GEORGE KOTSIFAS, P. ENG., DEPUTY CITY MANAGER,
PLANNING AND ECONOMIC DEVELOPMENT
Subject: ADMINISTRATIVE MONETARY PENALTIES – APPLICATION TO
MUNICIPAL BY-LAWS AND HOUSEKEEPING AMENDMENTS
Date: DECEMBER 14, 2021

Recommendation

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the Administrative Monetary Penalties System:

- (a) The proposed by-law attached hereto as Appendix “A” **BE INTRODUCED** at the Municipal Council meeting to be held on December 21, 2021, to amend By-law A-54, as amended, for the purpose of applying the Administrative Monetary Penalties System By-law to various municipal by-laws;
- (b) The proposed by-law attached hereto as Appendix “B” **BE INTRODUCED** at the Municipal Council meeting to be held on December 21, 2021, to amend By-law PS-112, referred to as the Off-Street Residential Parking By-law, to add a new section in Part -6;
- (c) The proposed by-law attached hereto as Appendix “C” **BE INTRODUCED** at the Municipal Council meeting to be held on December 21, 2021, to amend By-law PH-15, referred to as the Idling Control By-law, to add a new section in Part -4;
- (d) The proposed by-law attached hereto as Appendix “D” **BE INTRODUCED** at the Municipal Council meeting to be held on December 21, 2021, to amend By-law C.P.-1555-252, referred to as the Tree Protection By-law, to add a new section in Part -14;
- (e) The proposed by-law attached hereto as Appendix “E” **BE INTRODUCED** at the Municipal Council meeting to be held on December 21, 2021, to amend By-law CP-22, referred to as the Boulevard Tree Protection By-law, to add a new section in Part -9;

Executive Summary

This report contains several amendments to municipal by-laws, including housekeeping amendments which are recommended to employ Administrative Monetary Penalties as a tool to ensure by-law compliance.

Linkage to the Corporate Strategic Plan

To review and modernize municipal by-laws.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

Community and Protective Services Committee (CPSC) - Administrative Monetary Penalties – January 23, 2018, December 11, 2018, June 17, 2019, October 6, 2020, April 20, 2021.

1.2 Analysis

On June 29, 2019, Municipal Council passed the Administrative Monetary Penalties System By-law (AMPs) with an effective date of November 1, 2019. The AMPs process is an alternative method of issuing Provincial Offences Act (POA) tickets for parking violations and other by-law matters. The AMPs process transfers by-law disputes from the courtroom to the municipality with screening officers and independent hearing officers who can reduce, cancel, or affirm penalties. For parking violations, AMPs can be served on a vehicle, by mail, email, or fax. For all other by-law violations, service can be done in person and by mail, email, or fax.

The intent of the attached amendments is to support the use of AMPs to address additional municipal by-law violations. All the fees contained within the attached schedules and appendices are the same as the approved set fines. The by-laws recommended for AMPs contained in this report are:

- Off-Street Residential Parking By-law - PS-112;
- Tree Protection By-law C.P.-1555-252;
- Boulevard Tree Protection By-law - CP-22;
- Idling By-law - PH-15.

The penalty amounts have been included in the amendment. Officers have the discretion to apply escalated penalties (double the original penalty) for repeat similar offences.

Submitted by: Orest Katolyk, MLEO (C), Director, Municipal Compliance
Recommended by: George Kotsifas, P. Eng., Deputy City Manager, Planning and Economic Development

Appendix “A”

Bill No. _____
2021

By-law No. A-54-_____

A by-law to amend By-law No. A-54, as amended, being “A by-law to implement an Administrative Monetary Penalty System in London”.

WHEREAS section 434.1 of the Municipal Act and Section 15.4.1 of the Building Code Act authorizes the City to require a person, subject to conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality;

AND WHEREAS the Municipal Council considers it desirable to enforce and seek compliance with the designated by-laws, or portions of those by-laws, through the Administrative Monetary Penalty System;

AND WHEREAS the Municipal Council on June 25, 2019, passed By-law No. A-54, being “A by-law to implement an Administrative Monetary Penalty System in London;”

AND WHEREAS the Municipal Council deems it appropriate to amend By-law No. A-54 with respect to contraventions of designated by-laws under the Administrative Monetary Penalty System By-Law;

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

1. That Schedule “A-1” of By-law No. A-54 be amended to include the following by-laws:

- Off-Street Residential Parking By-law - PS-112;
- Tree Protection By-law C.P.-1555-252;
- Boulevard Tree Protection By-law - CP-22

2. That Schedule “A-1” of By-law No. A-54 be amended by removing By-law CP-16 and replacing it with By-law CP-24;

3. That Schedule “A-2” of By-law No. A-54 be amended by removing the following columns:

“70	Park Motor Vehicle on Parking Space that does not comply with Parking Space requirements	By-law PS-112, 2.1	60
71.	Stand Motor Vehicle on Parking Space that does not comply with Parking Space requirements	By-law PS-112, 2.1	60
72.	Stop Motor Vehicle on Parking Space that does not comply with Parking Space requirements	By-law PS-112, 2.1	65
75.	Park motor vehicle in park in place other than authorized parking area	By-law PR 2, 3.1(7)	60
76.	Park motor vehicle in recreation area in place other than authorized parking area	By-law PR 2, 3.1(7)	60
77.	Park more than .3 metres from edge of roadway	9(2)	40
78.	Park motor vehicle in park between 10 pm and 6 am	By-law PR-2, 3.1(8)	60
79.	Park motor vehicle in recreation area between 10 pm and 6 am	By-law PR-2, 3.1(8)	60

- | | | | |
|-----|---|---------------------|-----|
| 80. | Park trailer for overnight accommodation | By-law PR-2, 4.1(3) | 60 |
| 81. | Park motor vehicle in parking area between 10 pm and 6 am | By-law PR-2, 5.2(2) | 60 |
| 82. | Park trailer in natural park area | By-law PR-2, 5.4(5) | 70 |
| 83. | Park trailer in ESA area | By-law PR-2, 5.4(5) | 70" |
4. That Schedule "A-17" of By-law A-54 be amended by adding the penalties attached to this by-law as Schedule A;
 5. That the attached Schedules "A-23", "A-24", and "A-25" be added to By-law No. A-54 to provide for a penalty schedules;
 6. That the definition of "Administrative Penalty" be amended to add "A-23" through to "A-25" after "A-22";
 7. That section 2.1 be amended to add "A-23" through to "A-25" after "A-22";
 8. That section 3.1 be amended to add "A-23" through to "A-25" after "A-22";
 9. That section 3.1a) be amended to add "A-23" through to "A-25" after "A-22";
 10. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on December 21, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – December 21, 2021.
Second Reading – December 21, 2021
Third Reading – December 21, 2021

SCHEDULE A

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount
147	Park motor vehicle in park in place other than authorized parking area	3.1(7)	60
148	Park motor vehicle in recreation area in place other than authorized parking area	3.1(8)	60
149	Park more than .3 metres from edge of roadway	3.1(8)	40
150	Park motor vehicle in park between 10 pm and 6 am	3.1(8)	60
151	Park motor vehicle in recreation area between 10 pm and 6 am	3.1(8)	60
152	Park trailer for overnight accommodation	4.1(3)	60
153	Park motor vehicle in parking area between 10 pm and 6 am	3.1(8)	60
153	Park trailer in natural park area	5.4(5)	70
155	Park trailer in ESA area	5.4(5)	70

Schedule “A-23”

Penalty Schedule for Off-Street Parking By-law

1. For the purposes of Section 2 of this By-law, Column 3 in the following table lists the provisions in the Designated By-law identified in the Schedule, as amended.

2. Column 2 in the following table set out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 3.

3. Column 4 in the following table set out the Administrative Penalty amount that is payable for contraventions of the designated provisions listed in Column 3.

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount
1	Park Motor Vehicle on Parking Space that does not comply with Parking Space requirements	2.1	60
2	Stand Motor Vehicle on Parking Space that does not comply with Parking Space requirements	2.1	60
3	Stop Motor Vehicle on Parking Space that does not comply with Parking Space requirements	2.1	65

Schedule "A-24"

Penalty Schedule for Tree Protection By-law

1. For the purposes of Section 2 of this By-law, Column 3 in the following table lists the provisions in the Designated By-law identified in the Schedule, as amended.
2. Column 2 in the following table set out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 3.
3. Column 4 in the following table set out the Administrative Penalty amount that is payable for contraventions of the designated provisions listed in Column 3.

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount
1	Injure Tree within Tree Protection Area without Permit	6.1	750
2	Destroy Tree within Tree Protection Area without Permit	6.1	1000
3	Injure Distinctive Tree without Permit	6.2	750
4	Destroy Distinctive Tree without Permit	6.2	1000
5	Injure Tree not in accordance with Permit conditions	6.3	750
6	Destroy Tree not in accordance with Permit conditions	6.3	750
7	Fail to protect Tree in accordance with Permit conditions	6.4	750
8	Fail to comply with Permit conditions	6.5	1000
9	Fail to comply with Order to Discontinue Activity	6.6	1000
10	Fail to comply with Work Order	6.6	1000

Schedule “A-25”

Penalty Schedule for Boulevard Tree Protection By-law

1. For the purposes of Section 2 of this By-law, Column 3 in the following table lists the provisions in the Designated By-law identified in the Schedule, as amended.
2. Column 2 in the following table set out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 3.
3. Column 4 in the following table set out the Administrative Penalty amount that is payable for contraventions of the designated provisions listed in Column 3.

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount
1	Plant Tree on Boulevard without written permission	5.1	500
2	Cause Tree to be planted on Boulevard without permission	5.1	500
3	Injure Tree on Boulevard without written permission	5.2	1000
4	Destroy Tree on Boulevard without written permission	5.2	1000
5	Attach object to Tree on Boulevard that injures Tree without written permission	5.3	750
6	Undertake work on Boulevard that injures tree without written permission	5.4	1000
7	Obstruct Managing Director in discharge of duties	5.5	1000
8	Attempt to obstruct Managing Director in discharge of duties	5.5	1000
9	Fail to comply with order to discontinue activity	5.6	1000

Appendix “B”

Bill No. _____
2021

By-law No. - _____

A by-law to amend By-law No. PS-112, as amended, referred to as Off-Street Residential Parking By-law, to amend Part 6.

WHEREAS section 434.1 of the Municipal Act authorizes the City to require a person, subject to conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the

AND WHEREAS the Municipal Council considers it desirable to enforce and seek compliance with the designated by-laws, or portions of those by-laws, through the Administrative Monetary Penalty System.

AND WHEREAS the Municipal Council on June 25, 2019, passed By-law No. A-54 being “A by-law to implement an Administrative Monetary Penalty System”;

AND WHEREAS the Municipal Council deems it appropriate to amend By-law No. PS-112 with respect to contraventions of designated by-laws;

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

1. That Part 6 of the By-law be amended by adding the following new section:

“Administrative Monetary Penalty System

6.6 Each person who contravenes any provision of this By-law shall, upon issuance of a penalty notice in accordance with the Administrative Monetary Penalty System By-law A-54, be liable to pay the City an Administrative Monetary Penalty.”

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

PASSED in Open Council on December 21, 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – December 21, 2021
Second Reading – December 21, 2021
Third Reading – December 21, 2021

Appendix “C”

Bill No. _____
2021

By-law No. - _____

A by-law to amend By-law No. PH-15, as amended,
referred to as Idling Control By-law,
to amend Part 4.

WHEREAS section 434.1 of the Municipal Act authorizes the City to require a person, subject to conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the

AND WHEREAS the Municipal Council considers it desirable to enforce and seek compliance with the designated by-laws, or portions of those by-laws, through the Administrative Monetary Penalty System.

AND WHEREAS the Municipal Council on June 25, 2019, passed By-law No. A-54 being “A by-law to implement an Administrative Monetary Penalty System”;

AND WHEREAS the Municipal Council deems it appropriate to amend By-law No. PH-15 with respect to contraventions of designated by-laws;

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

1. That Part 4 of the By-law be amended by adding the following new section:

“4.7 Administrative Monetary Penalty System

Each person who contravenes any provision of this By-law shall, upon issuance of a penalty notice in accordance with the Administrative Monetary Penalty System By-law A-54, be liable to pay the City an Administrative Monetary Penalty.”

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

PASSED in Open Council on December 21, 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – December 21, 2021
Second Reading – December 21, 2021
Third Reading – December 21, 2021

Appendix “D”

Bill No. _____
2021

By-law No. - _____

A by-law to amend By-law No. C.P.-1555-252, as amended, referred to as Tree Protection By-law, to amend Part 14.

WHEREAS section 434.1 of the Municipal Act authorizes the City to require a person, subject to conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the

AND WHEREAS the Municipal Council considers it desirable to enforce and seek compliance with the designated by-laws, or portions of those by-laws, through the Administrative Monetary Penalty System.

AND WHEREAS the Municipal Council on June 25, 2019, passed By-law No. A-54 being “A by-law to implement an Administrative Monetary Penalty System”;

AND WHEREAS the Municipal Council deems it appropriate to amend By-law No. C.P.-1555-252 with respect to contraventions of designated by-laws;

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

1. That Part 14 of the By-law be amended by adding the following new section:

“Administrative Monetary Penalty System

14.6 Each person who contravenes any provision of this By-law shall, upon issuance of a penalty notice in accordance with the Administrative Monetary Penalty System By-law A-54, be liable to pay the City an Administrative Monetary Penalty.”

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

PASSED in Open Council on December 21, 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – December 21, 2021
Second Reading – December 21, 2021
Third Reading – December 21, 2021

Appendix “E”

Bill No. _____
2021

By-law No. - _____

A by-law to amend By-law No. CP-22, as amended referred to as Boulevard Tree Protection By-law to amend Part 9.

WHEREAS section 434.1 of the Municipal Act authorizes the City to require a person, subject to conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the

AND WHEREAS the Municipal Council considers it desirable to enforce and seek compliance with the designated by-laws, or portions of those by-laws, through the Administrative Monetary Penalty System.

AND WHEREAS the Municipal Council on June 25, 2019, passed By-law No. A-54 being “A by-law to implement an Administrative Monetary Penalty System”;

AND WHEREAS the Municipal Council deems it appropriate to amend By-law No. CP-22 with respect to contraventions of designated by-laws;

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

1. That Part 9 of the By-law be amended by adding the following new section:

“Administrative Monetary Penalty System

9.6 Each person who contravenes any provision of this By-law shall, upon issuance of a penalty notice in accordance with the Administrative Monetary Penalty System By-law A-54, be liable to pay the City an Administrative Monetary Penalty.”

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

PASSED in Open Council on December 21, 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – December 21, 2021
Second Reading – December 21, 2021
Third Reading – December 21, 2021

Report to Community and Protective Services Committee

To: Chair and Members, Community and Protective Services Committee Meeting
From: Kevin Dickins, Deputy City Manager, Social and Health Development
Subject: Single Source (SS21-49) Reaching Home Capital Projects
Date: December 14, 2021

Recommendation

That, on the recommendation of the Deputy City Manager, Social and Health Development, that the following actions Be Taken with respect to Single Source (SS21-49) Reaching Home Capital Projects report dated December 14, 2021;

1. **TO APPROVE** the attached by-law as “Appendix A” at the Municipal Council Meeting to be held December 21, 2021 as a standard form “Sub-Project Funding Agreement”, for projects funded through the Federal Reaching Home: Canada’s Homelessness Strategy program, substantially in the form attached as Schedule “2” (to Appendix A), as the standard form of agreement between the City and agencies that have been selected by the Community Advisory Board for their sub-projects.
2. **TO DELEGATE and AUTHORIZE** the Deputy City Manager, Health and Social Development and/or their written designate the authority to approve and execute sub-project funding agreements, using the standard form agreement approved under recommendation 1.
3. that Civic Administration **BE AUTHORIZED** to undertake all administrative acts which are necessary in relation to this matter.
4. that the approval given herein **BE CONDITIONAL** upon the Corporation of the City of London entering into and/or amending Purchase of Service Agreements and/or Contribution Agreement with Agencies outlined in Schedule 1 as attached to this report.
5. The attached Schedule 1 – Overview of Reaching Home Capital Project Funding Allocations **BE RECEIVED** for information.

Executive Summary

Civic Administration (Housing Stability Services) is providing an overview of funding allocations for proposed capital projects funded through Reaching Home: Canada’s Homelessness Strategy (Reaching Home) in 2020-2021, and seeking approval to authorize a standard form funding agreement, for capital projects funded through Reaching Home: Canada’s Homelessness Strategy

All proposed projects and funding allocations are outlined in the attached as Schedule 1 of this report, including:

- London Cares Community Hub - Renovation and retrofits to London Cares office and community space.
- Atlohsa Family Healing Services - Indigenous Housing Hub - Land acquisition project to support the implementation of the Giwetashkad Indigenous Homelessness Strategic Plan (2020-2023).
- Unity Project Emergency Shelter - Land acquisition project to secure a property and develop a new emergency shelter facility.

Funding for Housing Stability Services programs outlined in the attached as Schedule 1 will be provided through Reaching Home in 2021-2022.

Linkage to the Corporate Strategic Plan

2019-2023 Strategic Plan for the City of London

The City of London identifies 'Strengthening Our Community' and 'Building a Sustainable City' as strategic areas of focus.

Londoners have access to the supports they need to be successful.

Londoners have access to the services and supports that promote well-being, health, and safety in their neighbourhoods and across the city.

Housing Stability for All: The Housing Stability Action Plan for the City of London (2019-2024)

London's Homeless Prevention and Housing Plan, Housing Stability for All: The Housing Stability Action Plan for the City of London (Housing Stability for All Plan), is the approved guiding document for homeless prevention and housing in the City of London and was developed in consultation with Londoners.

Council and staff continue to recognize the importance of actions to support the Core Area, and in the development of its 2019-2023 - Strategic Plan for the City of London. Specifically, the efforts described in this report address the following Areas of Focus, including:

- Strengthening Our Community
- Building a Sustainable City
- Safe City for Women and Girls
- Leading in Public Service

Links to Community Recovery

The City of London is committed to working in partnership with the community to identify solutions that will drive a strong, deep and inclusive community recovery for London as we move out of and beyond the global COVID-19 pandemic. This report, and the items within, are linked to supporting Londoners experiencing homelessness during and following the COVID-19 pandemic to attain and retain permanent housing.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

- Sole Source Award for the Implementation of The Giwetashkad Indigenous Homelessness Strategic Plan (CPSC: March 2, 2021)
- Single Source Procurement of Resting Spaces (Single Source #SS20-29) and Programs (Single Source #SS20-37) for Indigenous Individuals Experiencing Homelessness (CPSC: December 15, 2020)
- Homeless Prevention COVID-19 Response and Funding Overview (CPSC: April 28, 2020)
- Municipal Council Approval of the Housing Stability Plan 2019 to 2024 as Required Under The Housing Services Act, 2011 (CPSC: December 3, 2019)
- Core Area Action Plan (SPPC: October 28, 2019)
- Reaching Home: Canada's Homelessness Strategy Community Entity – Designated Communities Funding Stream (CPSC: April 1, 2019)

2.0 Discussion and Considerations

2.1 Purpose

This report provides an overview of funding allocations for proposed initiatives funded through Reaching Home capital funding, as outlined in the attached as Schedule 1 as attached to this report. In 2021-2022, capital funding through Reaching Home provides an opportunity to invest in longer-term capital projects to increase the capacity or improve the quality of facilities that address the needs of individuals and families who are homeless or at imminent risk of homelessness, including those that support culturally appropriate programming for Indigenous individuals and families.

In 2021-2022, three projects have been recommended by The City of London Reaching Home Community Advisory Board, including:

London Cares Community Hub

Renovation and retrofits to London Cares office and community space. Renovations will provide space for London Cares and their partner agencies to welcome individuals and families experiencing chronic homelessness to access basic needs and health services, including food, washrooms, showers, laundry as well as services such as income support, identification clinic, and mental health supports.

Atlohsa Indigenous Housing Hub

Land acquisition project to support the implementation of the Giwetashkad Indigenous Homelessness Strategic Plan (2020-2023). Land purchased will be used to provide Resting Spaces, a low barrier space for individuals who are sleeping unsheltered to rest and access basic needs such as food, showers, laundry and a change of clothing. Staff will work with individuals to build trust, complete assessments, and connect individuals to supports and services based on their needs.

Unity Project Emergency Shelter

Land acquisition project to secure a property and develop a new emergency shelter facility. At the outset of the COVID-19 pandemic, Unity Project moved its emergency shelter programming from their facility in Old East Village to hotel, as the facility did not meet new COVID-19 public health guidelines. Funding will support the land or facility acquisition required as part of Unity Project's capital campaign to develop a new housing-focused emergency shelter facility.

Additional COVID-19 relief funding through Reaching Home provided in 2021-22 gives The City of London a unique opportunity to support capital needs in community and increase longer-term capacity of the homeless prevention system.

2.2 Background

Reaching Home: Canada's Homelessness Strategy

Reaching Home: Canada's Homelessness Strategy is a community-based program aimed at preventing and reducing homelessness across Canada. This program provides funding to urban, Indigenous, rural, and remote communities to help them address their local homelessness needs. The City of London is a Designated Community under Reaching Home and receives annual funding thorough this federal program. The Reaching Home Directives provide guidance, details and expectations related to the program requirements.

Reaching Home supports the goals of the National Housing Strategy, in particular, to support the most vulnerable Canadians in maintaining safe, stable and affordable housing and to reduce chronic homelessness nationally by 50% by fiscal year 2027 to 2028.

In 2021-22 The City of London was allocated an additional \$4,151,069 in COVID-19 relief funding through Reaching Home's Designated Community's stream. This funding is in addition to The City of London's 2021-2022 Reaching Home allocation of \$1,199,007.

Reaching Home Community Advisory Board

The Reaching Home Directives require Designated Communities to work with a local organizing committee to set direction for the use of Reaching Home funds to address homelessness in the community. In London, the Community Advisory Board (CAB) is The London Homeless Coalition Steering Committee, which is comprised of representatives of homeless population groups within London, including those with lived experience of homelessness. The CAB is responsible for the following key areas:

- Helping to guide the development of the Reaching Home Community Plan and provide approval of that plan.
- Assess and recommend projects for funding to the Community Entity.
- Being representative of the community.
- Supporting Community Entities in the planning and implementation of coordinated access.

City of London, Homeless Prevention COVID-19 Response

The City of London Housing Stability Services team is working with community collaborators 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.

2.3 Procurement Process

Civic Administration is recommending that the procurements in this report be made under Section 14.4.i of The Corporation of the City of London Procurement of Goods and Services Policy, as a single source approval “where another organization is funding or substantially funding the acquisition and has determined the supplier, and the terms and conditions of the commitment into which the City will enter are acceptable to the City”.

The capital projects outlined in this report are 100% funded by Reaching Home, and suppliers have been determined through the City of London Community Advisory Board.

3.0 Financial Impact/Considerations

3.1 Funding

The program allocations outlined in the attached as Schedule 1 of this report total \$2 million and will be 100% funded by Reaching Home: Canada’s Homelessness Strategy, resulting in no financial impact to the City’s approved budget.

Prepared by:	Kate Green, Manager, Housing Stability Services, Social and Health Development
Submitted by:	Craig Cooper, Director, Housing Stability Services, Social and Health Development
Recommended by:	Kevin Dickins, Deputy City Manager, Social and Health Development

Schedule 1

Overview of Reaching Home Capital Funding Allocations

Capital Project	Agency	Cost Estimate	Time-period & Description
Capital			
Land Acquisition	Atlohsa Family Services	\$1,000,000	Land acquisition project to support the implementation of the Giwetashkad Indigenous Homelessness Strategic Plan (2020-2023).
Renovations and Repairs	London Cares	\$500,000	Renovation and retrofits to London Cares office and community space.
Land/Facility Acquisition	Unity Project	\$500,000	Land or facility acquisition for new emergency shelter facility.
Total Capital		\$2,000,000	

APPENDIX A

Bill No.
2021

By-law No.

A by-law to approve a standard form Sub-Project Funding Agreement, for projects under the Federal Reaching Home program, and to delegate authority to execute the Agreements.

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

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

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

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

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

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

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

1. The standard form Reaching Home: Canada's Homelessness Strategy Sub-Project Funding Agreement, to be entered into between the City of London and such entities who have been selected for funding for their sub-projects in accordance with the City's Funding Agreement with Canada, substantially in the form attached as Schedule 2 to this by-law, is authorized and approved (the "Sub-Project Funding Agreement").

2. (a) The Deputy City Manager Social and Health Development and their written designates are jointly and severally delegated the discretionary power to insert the applicable required information into the standard Sub-Project Funding Agreement approved in paragraph 1.

(b) The Deputy City Manager Social and Health Development is delegated the

discretionary power to:

- (i) approve the agreement with the details inserted in subparagraph 2(a); and
- (ii) execute agreements which employ this form,

on the condition that the exercise of such powers is consistent with the Reaching Home: Canada's Homelessness Strategy guidelines and applicable agreements with Canada, and that the exercise of such powers does not require additional funding or is provided for in the City's current budget, and that does not increase the indebtedness or contingent liabilities of the City, subject to prior review and approval by the Manager of Risk Management.

3. (a) The Deputy City Manager Social and Health Development and their written designates are jointly and severally delegated the discretionary power to authorize and approve such further and other documents, including amending agreements, that may be required in furtherance of the City of London's agreements with organizations that are consistent with the Reaching Home: Canada's Homelessness Strategy guidelines and applicable agreements with Canada and requirements contained in the standard form Sub-Project Funding Agreement approved in this by-law, and that do not require additional funding or are provided for in the City's current budget, and that do not increase the indebtedness or contingent liabilities of the City, subject to prior review and approval by the Manager of Risk Management.

(b) The Deputy City Manager Social and Health Development is delegated the authority to execute such documents including amending agreements approved in subparagraph 3(a).

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

PASSED in Open Council on _____, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading –
Second reading –
Third reading –

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

**[INSERT NAME OF SUB-AGREEMENT HOLDER]
(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”; and
- (g) Schedule F – 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 Sub-Agreement Holder's 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, keep harmless, and save Canada and the City, its elected and appointed officials, officers, employees, agents, representatives, successors and assigns (collectively, the "Indemnified Parties"), at the Sub-Agreement Holder's sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that the Indemnified Parties 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.

20.3 No individual to whom the City's Code of Conduct or Code of Ethics applies shall derive a direct benefit from this agreement.

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.

35.0 Obligations Excused if No Reasonable Control

35.1 If either Party can provide evidence to the satisfaction of the other that its performance of any of its obligations under this Agreement is prevented by reason of any event or combination of events beyond its reasonable control, it shall be entitled to relief from performing each such obligation under this Agreement for such period as the event or combination of events continues to prevent performance.

35.2 Neither Party shall be entitled to claim relief in respect of any period during which it could have complied with any obligation (or any part thereof) by using its best endeavours to avoid, overcome or minimize wholly or partly the effects of the said event or combination of events.

Reasonable Endeavours – Notice - Force majeure

35.3 The Party prevented from performing any obligation under this Agreement in the circumstances contemplated in paragraph 35.1 shall notify the other as soon as it becomes aware of the event. Each of the Parties shall use all reasonable endeavours to avoid, overcome or minimize wholly or partly the effect of any event referred to in paragraph 35.1 upon the performance of its obligations under this Agreement.

SIGNATURES

IN WITNESS WHEREOF the parties have executed this agreement by their duly authorized officers:

For the City:

THE CORPORATION OF THE CITY OF LONDON

Date: _____

Deputy City Manager Social and Health Development

For Sub-Agreement Holder, by the following authorized officer(s):

{INSERT CORPORATE NAME OF SUB-AGREEMENT HOLDER}

Date: _____

*(Signature)

(Print Name)

(Print Title)

*(Signature)

(Print Name)

(Print Title)

*I/We have authority to bind the Corporation.

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 [DAY/MONTH/YEAR]	PROJECT END DATE [DAY/MONTH/YEAR]	Total Number of Participants: (if applicable)	

PROJECT NAME:

1. Description of Project or Services

[Insert description of services here]

Coordinated Access

Service Provider will fully participate in the City of London Homeless Prevention housing stability system, including coordinated access, to serve individuals meeting prioritization criteria as determined by the system.

2. Collection of Data by the Service Provider

[Insert Data Collection Requirements]

The Service Provider agrees to use the shared installation of HIFIS as their information system as directed by the shared policies and practices of the London Homeless Prevention Network, and to ensure participant information is current wherever possible. The Service Provider agrees to use HIFIS for the disclosure of information to other homeless serving organizations in the Network, subject to the consent of the participant.

Data collection requirements may change over time and additional data collection may be required. The City of London will notify the Service Provider if there are any changes to data collection requirements.

3. Outcomes and Targets

[Insert program anticipated outcomes and targets here]

4. Critical Incident Reporting

Critical incidents are generally considered to include:

- Any death of a participant;
- any incident where emergency services are contacted;
- any life threatening situation that occurs involving a participant, including and not limited to: severe assault; accidental injuries; attempted suicide; incidents involving a fire arm; loss of consciousness related to drug overdose;
- any situation which results in the interruption of service delivery;
- any occurrence of fire resulting in damage; or,
- any other occurrence deemed relevant by the City of London.

The Service Provider will provide the City of London with Critical Incident Reports within twenty-four hours of an occurrence.

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 EXPENDITURES/COSTS

GENERAL CONDITIONS

4.1 Costs are Eligible Expenditures only if they are

- a) directly related to Sub-Project activities, and
- b) reasonable.

4.2 Costs of all goods and services acquired from business that are, in the opinion of the City, related to, or associated or affiliated with, the Sub-Agreement Holder, as the case may be, shall be valued at the cost to the supplying entity. The eligible cost of these acquisitions shall not include any mark up for profit and shall not exceed fair market value. The Sub-Agreement Holder and the City have access to the relevant records of the supplying entity for the purpose of verifying the amount of the cost claimed by the Sub-Agreement Holder, and the City is not obliged to consider the eligibility of any such cost unless access to such records is provided, if requested.

4.3 Only those costs with respect to which the Sub-Agreement Holder has incurred an obligation during the Sub-Project Period and received goods and services by the end of the Sub-Project Period are Eligible Expenditures. No costs incurred by the Sub-Agreement Holder prior to or following the Sub-Project Period are Eligible Expenditures.

4.4 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 HST input tax credit or rebate is excluded from Eligible Expenditures and not eligible for reimbursement. The Sub-Agreement Holder, as the case may be, shall, as far as reasonable and practical take advantage of any HST rebates or input tax credits that may be available to it.

CATEGORIES OF ELIGIBLE EXPENDITURES

4.5 Where approved, a direct labour cost (including benefits) may be claimed for the work performed. The payroll rate acceptable for personnel performing the work will not exceed the prevailing rate in the same or most similar category or industry.

4.6 The Sub-Agreement Holder, may claim only that time spent directly on the Sub-Project, excluding indirect time and non-Sub-Project related time.

4.7 Direct materials, sourced internally or externally that are consumed in carrying out the Sub-Project are Eligible Expenditures.

4.8 Also eligible are costs which are specifically identified as having been incurred in the performance of a Sub-Project. In general, these could include but are not limited to, the following categories of costs:

- a) the costs of goods or services contracted out to a licensed contractor;
- b) accounting and legal costs directly related to the Sub-Project activities;
- c) overhead costs, being those costs which, though necessarily having been incurred during the Sub-Project for the conduct of the Sub-Agreement Holder's business in general, cannot be identified and measured as directly applicable to the Sub-Project. Overhead costs may include, but are not necessarily restricted to, such items as costs of a general nature such as power, heat, light, operation and maintenance of general assets and facilities, supplies, printing, publishing, distribution, promotion, advertising;
- d) services provided by an architect, engineer, or qualified project manager;
- e) the costs of purchasing, renovating or expanding buildings for use as transitional and supportive housing; and
- f) costs of the community consultation process related to the planning approval process, including the cost of hiring a community development consultant.

5. INELIGIBLE ELIGIBLE EXPENDITURES/COSTS

The following costs are not Eligible Expenditures:

- a) entertainment expenses;
- b) donations;
- c) fines and penalties;
- d) membership fees for clubs; and
- e) costs of constructing, buying, or renovating buildings for use as permanent housing for homeless people.

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 SUB-PROJECT START DATE AND SUB-PROJECT END DATE]

[Insert Sub-Project Budget]

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 organization'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.

Facilities means any expenditure incurred by the Recipient, in direct relation to a Project activity, towards the purchase of land or a building, construction or renovation of a building, or accomplishing any predevelopment activities leading up to any of the latter ends.

Capital Assets means any expenditure incurred by the Recipient towards the purchase or leasing-to-own of materials subject to the provisions of section 24.0 of the Articles of Agreement.

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.

**REACHING HOME: CANADA'S HOMELESSNESS STRATEGY
FUNDING AGREEMENT**

SCHEDULE C

ADDITIONAL CONDITIONS

LEGAL NAME OF SUB-AGREEMENT HOLDER: [INSERT LEGAL NAME]
SUB-PROJECT TITLE: [INSERT 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 Conditions to Advancing the Funding

The obligation of the City to make any advances of the funding is conditional upon the Sub-Agreement Holder satisfying the following conditions precedent, unless waived in writing by the Deputy City Manager Social and Health Development:

- (a) the Sub-Agreement Holder has provided the City with:
 - (i) proof of ownership to the property, or if the Sub-Agreement Holder does not own the property, the Sub-Agreement Holder has provided a minimum 5-year lease along with written permission from the property owner to proceed with the Sub-Project;
 - (ii) copies of mortgages registered against the property;
 - (iii) the licensing status of the property if a rooming house;
 - (iv) the Heritage status of the property under the *Ontario Heritage Act*, and whether it has a Heritage designation;
 - (v) a plan satisfactory to the City for the continued provision of client support during any disruption caused to those services while the Sub-Project proceeds;
 - (vi) a current capital budget, a work plan and a scope of work satisfactory to the City;
 - (vii) a copy of the construction contract, a construction set of drawings and specifications incorporating all requirements of the authorities having jurisdiction;
 - (viii) proof of insurance for the property acceptable to the City's Manager of Risk Management;

(b) nothing has occurred which, in the sole opinion of the Deputy City Manager Social and Health Development, could reasonably be expected to have a material adverse effect on the Sub-Project or the business, property, assets, liabilities, conditions (financial or otherwise) or prospects of the Sub-Agreement Holder;

(c) the representations and warranties of the Sub-Agreement Holder set out in Article 4.5 shall continue to be true and correct, and, if requested by the City, the Sub-Agreement Holder shall have delivered a certificate or certificates to that effect;

(d) the Sub-Agreement Holder shall not be in default (or being in default, the time provided for curing such default has not yet elapsed) under any of the terms and conditions of this agreement, or any other agreement with respect to the Sub-Project and have co-operated in participating in regular oversight meetings organized by the City; and

(e) the Sub-Agreement Holder has continued to assist and co-operate with City staff overseeing the administration of this agreement.

2.1.1 Requesting the Funding

The funding will be provided to the Sub-Agreement Holder upon receipt of the following, where applicable and as determined by the City:

- (a) copies of all invoices for work and services representing Eligible Expenditures;
- (b) the completed construction contract;
- (c) any applicable building permit;
- (d) an Electrical Safety Authority (ESA) certificate;
- (e) a statutory declaration sworn by an officer of the contractor confirming that the sub-contractors and suppliers have been paid to date;
- (f) a Workplace Safety & Insurance Board clearance certificate;
- (g) an architect's certificate of payment, a letter from an engineer or from a qualified project manager confirming the value of the work completed;
- (h) evidence satisfactory to the Deputy City Manager Social and Health Development that the Sub-Agreement Holder has no liability in respect of the Sub-Project under any construction lien or similar applicable law;
- (i) the receipt of any other report, documentation or information that may be required by the Deputy City Manager Social and Health Development, in their sole discretion, acting reasonably.

2.1.2. The Sub-Agreement Holder acknowledges and agrees that release of the funding is conditional upon receipt of confirmation that the full amount of the funding is being or has been directed to the Sub-Project, in a form and from an independent party, both satisfactory to the City, acting reasonably.

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 REQUIREMENTS IN RESPECT OF FACILITY PROPERTY AND REPAYMENT

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

4.1 If

- (a) funding provided for a Sub-Project is used towards the costs of purchasing land or a building to establish a new facility to provide shelter space, transitional or supportive housing or other services for the homeless, and
- (b) the amount of the funding referred to in paragraph (a) is in excess of \$50,000, the Sub-Agreement Holder shall repay as a debt owing to the City,
- (c) an amount equal to 100% of the funding referred to in paragraph (a) if,
 - (i) five (5) years following the end date of the Sub-Project, a facility that provides shelter space, transitional or supportive housing or other services for the homeless has not been established on the property referred to in paragraph (a), or
 - (ii) at any time during the five-year period following the end date of the Sub-Project, the City concludes, based on
 - (A) information provided by the Sub-Agreement Holder under section 4.7, or
 - (B) the results of a site inspection conducted by the City under section 4.9
 that the facility referred to in paragraph (a) will not be established during said five-year period and notifies the Sub-Agreement Holder of such conclusion in writing, and
- (d) an amount determined in accordance with section 4.2 if, within five (5) years following the end date of the Sub-Project, the land or building referred to in paragraph (a) is sold and the proceeds of disposition are not forthwith commuted to supporting a facility providing similar services to the homeless that is approved by the City.

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

- (a) if the event occurs within one year of the end date of the Sub-Project, a sum equal to 100% of the funding referred to in paragraph 4.1(a);
- (b) if the event occurs within two years, but after one year of the end date of the Sub-Project, a sum equal to 80% of the funding referred to in paragraph 4.1(a);
- (c) if the event occurs within three years, but after two years of the end date of the Sub-Project, a sum equal to 60% of the funding referred to in paragraph 4.1(a);
- (d) if the event occurs within four years, but after three years of the end date of the Sub-Project, a sum equal to 40% of the funding referred to in paragraph 4.1(a); or

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

Project Funding Used for Construction or Renovations

4.3 If

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

(b) the amount of the funding referred to in paragraph (a) is in excess of \$50,000, the Sub-Agreement Holder shall repay as a debt owing to the City,

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

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

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

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

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

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

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

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

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

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

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

(iii) three years, but after two years of the end date of the Sub-Project, a sum equal to 60% of the funding referred to in paragraph 4.3(a);

(iv) four years, but after three years of the end date of the Sub-Project, a sum equal to 40% of the funding referred to in paragraph 4.3(a); or

(v) five years, but after four years of the end date of the Sub-Project, a sum equal to 20% of the funding referred to in paragraph 4.3(a).

4.5 **Representations and Warranties**

(1) The Sub-Agreement Holder represents and warrants that:

- (a) it is prepared to provide any additional funds required to complete the Sub-Project should the funding under this agreement be insufficient to do so;
- (b) it is duly incorporated under the laws of the Province of Ontario or of Canada;
- (c) its Board of Directors has authorized the Sub-Agreement Holder to enter into this agreement; and
- (d) it shall not alter, supersede or cancel its articles of incorporation, letters patent, any by-law or other governing documents in any way which would affect its ability to perform its obligations under this agreement without the prior written consent of the City.

(2) The Sub-Project Holder agrees that the City shall be entitled to rely at all times on the representations and warranties set out in this Article.

4.6 Reserved

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

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

- (a) annually monitor, as the case may be,
 - (i) progress made towards the establishment of the facility, or
 - (ii) the use of the facility to verify its continuing use for the purposes for which the Sub-Agreement Holder had received its funding, and

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

- (b) provide annually to the city, using a form provided by the City, a declaration regarding, as the case may be,
 - (i) the progress made towards the establishment of the facility during the year covered by the declaration, or
 - (ii) utilization of the facility during the year covered by the declaration.

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

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

No Mortgaging or Charging of Facility Property

4.10 Reserved

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

4.12 The Sub-Agreement Holder shall not during the Sub-Project Period offer, list, advertise or hold out for sale or lease or otherwise offer for disposal the property on which the Sub-Project is located or any part of the Sub-Project without the prior written consent of the Deputy City Manager Social and Health Development or the City Manager.

5.0 ENVIRONMENTAL PROTECTION

5.1 The Sub-Agreement Holder shall:

- (a) maintain and implement any and all environmental protection measures prescribed by the City or 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 F 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.

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
 Office location: **520 Wellington Street, Unit 1** Fax: **519 661-4631**
 Mailing address: **P O Box 5035** E-mail: **certificates@london.ca**
London, ON N6A 4L9

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

Motor Vehicle Liability - must cover all vehicles owned, or operated by, or on behalf of the insured.

This is to certify that the Policies of Insurance as described above have been issued by the undersigned to the Insured named above and are in force at this time.

This certificate is executed and issued to the aforesaid Corporation of the City of London, the day and date herein written.

Name of insurance company or broker (completing form)		Telephone number
Address		Fax number
Name of authorized representative or official (Please print.)	E-mail address	
Signature of authorized representative or official	Date (YYYY-MM-DD)	

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: _____

- o 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.
- o Black only
- o White only (reversed in a dark background colour)

6. The City of London is connected with this program, event, activity:

- o as a primary sponsor/participant
- o through funding support such as Cultural/Arts grants

7. A mock-up/sample layout of the intended logo application is attached.

- Yes No

SCHEDULE F

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.

Report to Community and Protective Services Committee

To: Chair and Members, Community and Protective Services Committee
From: Kevin Dickins, Deputy City Manager, Social and Health Development
Subject: Housing Stability Services - Housing Stability Bank Single Source Procurement SS21-48
Date: December 14, 2021

Recommendation

That, on the recommendation of the Deputy City Manager, Social and Health Development, that the following actions be taken with respect to the Housing Stability Services - Housing Stability Bank Single Source Procurement SS21-48 report of December 14, 2021;

- (a) For Housing Stability Bank services, a funding agreement extension **BE APPROVED** for the existing Purchase of Service Agreement with The Salvation Army at a total estimated amount of \$450,000 (excluding HST) effective as of December 22, 2021 to March 31, 2022, as per the Corporation of the City of London Procurement Policy Section 14.4.d
- (b) That Civic Administration, **BE AUTHORIZED** to undertake all administrative acts necessary to wind down the current Housing Stability Bank including transitioning client interest free loan program to a grant program for the period of January 1, 2022 to March 31, 2022;
- (c) That the approval given herein **BE CONDITIONAL** upon the Corporation of the City of London entering and/or amending a Purchase of Service Agreement with The Salvation Army Centre of Hope.

Executive Summary

A single source funding agreement extension is being sought to renew the municipal Purchase of Service Agreement for administration of the Housing Stability Bank with The Salvation Army Centre of Hope effective December 22, 2021 to March 31, 2022.

This report also provides an update on changes to the administration of the Housing Stability Bank program which, since 2013, has operated to assist clients by offering a limited grant program and interest-free loans for emergency utility assistance and, rental assistance to help Londoners with low income to secure or retain housing. A Request for Proposal process is currently underway, and a new program is anticipated to begin on April 1, 2022. The current Housing Stability Bank program therefore will be winding down in order to effectively transition to a new model, and in doing so, the following proposed program changes include:

- Temporarily transitioning from a client interest free loan program to a grant only program for the period of January 1, 2022 to March 31, 2022, to provide additional COVID-19 financial relief to individuals and families at risk of homelessness; and
- Wind-down of the existing program to be completed by March 31, 2022 to allow for a new program to begin April 1, 2022.

The City of London Housing Stability Services - Housing Stability Bank program supports individuals and families in London who are experiencing and at risk of homelessness to secure permanent housing, to stay housed through the provision of interest free loans

covering the cost of rental and utility arrears for those at risk of losing their housing due to arrears.

Linkage to the Corporate Strategic Plan

2019-2023 Strategic Plan for the City of London

The City of London identifies 'Strengthening Our Community' and 'Building a Sustainable City' as strategic areas of focus.

Londoners have access to the supports they need to be successful.

Londoners have access to the services and supports that promote well-being, health, and safety in their neighbourhoods and across the city.

Housing Stability for All: The Housing Stability Action Plan for the City of London (2019-2024)

London's Homeless Prevention and Housing Plan, Housing Stability for All: The Housing Stability Action Plan for the City of London (Housing Stability for All Plan), is the approved guiding document for homeless prevention and housing in the City of London and was developed in consultation with Londoners.

Links to Community Recovery

The City of London's Housing Stability Action Plan, Strategic Initiative 1.1: "Work collaboratively across systems to address the immediate needs of individuals and families at risk of or experiencing homelessness" and Strategic Initiative 3.1: "Help individuals and families access housing stability services and solutions that best meet their needs."

Providing the right level of support at the right time to decrease the use of emergency services and divert individuals and families from experiencing homelessness are strategic areas of focus within the 2019 – 2024 Housing Stability Action Plan.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

- Housing Stability for All Plan 2020 Update (CPSC: May 11, 2021)
- Homeless Prevention COVID-19 Response and Funding Overview (CPSC: April 28, 2020)
- Municipal Council Approval Of The Housing Stability Plan 2019 to 2024 as Required Under The Housing Services Act, 2011 (CPSC: December 3, 2019)
- London's Homeless Prevention System - Housing Stability Bank Update (CPSC: February 21, 2018)
- London's Homeless Prevention System Housing Stability Bank (CPSC: September 22, 2015)
- London's Homeless Prevention System Housing Stability Fund (CPSC: June 16, 2014)
- Homeless Prevention System for London - Three Year Implementation Plan (CPSC: April 22, 2013)
- Community Homelessness Prevention Initiative (CPSC: December 17, 2012)
- Community Homelessness Prevention Initiative Funding Allocation for January 1, 2013 to March 31, 2014 (CSC: October 22, 2012)

- Elimination of Community Start-Up and Maintenance Benefit (CSC: October 22, 2012)
- Community Homelessness Prevention Initiative Homelessness Social Assistance Regulation Amendments (CSC: September 10, 2012)

2.0 Discussion and Considerations

2.1 Purpose

The purpose of this report is to:

- Provide an update of the program wind-down;
Seek approval to enter into a renewed agreement effective December 22, 2021 to March 31, 2022 and;
- Inform Council of Housing Stability Bank program updates.

2.2 Background

The Housing Stability Bank

The Housing Stability Bank offers a range of services to low-income earners that include interest free loans for first and last months rental assistance, rental arrears funding, and emergency utility assistance in the form of grant, or interest free loan as well as Money Coaching services and connections and referrals to other community services as appropriate.

Since 2005, The Salvation Army Centre of Hope has operated various iterations of a rent bank and emergency utility assistance program in the City of London. In 2013, the program significantly expanded, primarily to respond to households on social assistance, as a result of the elimination of the social assistance benefit known as the Community Start-Up and Maintenance Benefit (CSUMB).

Housing Stability Bank Program Updates

The Housing Stability Bank is currently guided by the Housing Stability for All Plan and the Guiding Principles of the Housing Stability Bank and operates with a responsive client-centred focus. A client-centred service approach includes fairness, respect, meeting clients' needs and providing consistent services. The Housing Stability Bank provides financial supports to assist eligible Londoners to secure and maintain housing including an Exceptional Circumstances process to assess eligibility for Londoners with income levels above the low-income threshold who demonstrate a need for the services.

2.3 COVID-19 Update

In response to the COVID-19 pandemic, the Housing Stability Bank has issued approximately 1800 interest free loans and grants to low-income Londoners to assist with housing stability during the COVID-19 crisis for a total of approximately, \$2.6 million in funding. The noted amounts have been provided to the City from Salvation Army reports and are subject to audit.

The program rollout has been challenged due to eviction moratoriums; ongoing Landlord and Tenant Tribunal Board appeals as well as the Housing Stability Bank reducing operations during summer of 2020 due to COVID-19 related staffing challenges.

Social Services Relief Fund (SSRF) Phase 1 and 2 funding has been provided to the Housing Stability Bank to assist with COVID related arrears in the form of a grant. In 2020/2021, \$685,000 was allocated to the Housing Stability Bank through Ontario Social Services Relief Funding to provide COVID-19 related grants. This funding provided grants to individuals and families directly affected by COVID-19, which in turn impacted their ability to pay for rent and/or utilities.

3.0 Financial Impact/Considerations

3.1 Funding

Civic Administration has undertaken a financial analysis based on records provided by The Salvation Army Center of Hope, of the current Housing Stability Bank program in order to assess funding needs to support the program transition into 2022.

Based on this analysis and the forecasted funding needs for the program during the transitional period, \$450,000 (excluding HST) is estimated to be required to fund the Housing Stability Bank program through to the end of the calendar year under current program guidelines and to temporarily provide grants for the period of January 1, 2022 to March 31, 2022.

Funding for the Housing Stability Bank program for this period is provided through the existing approved budget resulting in no financial impact to the City's approved 2021 budget.

Prepared by: Elle Lane, Manager, Housing Stability Services, Social and Health Development

Submitted by: Craig Cooper, Director, Housing Stability Services, Social and Health Development

Recommended by: Kevin Dickins, Deputy City Manager, Social and Health Development

DEFERRED MATTERS

COMMUNITY AND PROTECTIVE SERVICES COMMITTEE

as of December 6, 2021

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
1.	<p><u>Proposed Accessible Vehicle for Hire Incentive Program – Update</u> That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official the following actions be taken with respect to the staff report dated September 10, 2019 related to an update on a proposed accessible vehicle for hire incentive program:</p> <p>b) the Civic Administration BE DIRECTED to hold a public participation meeting at a future meeting of the Community and Protective Services Committee with respect to amending the Vehicle for Hire By-law to make the necessary changes to implement an incentive program for accessible vehicles for hire.</p>	September 10, 2019	TBD	Anti Racism, Anti Oppression Service area	
2.	<p><u>Special Events Policies and Procedure Manual</u> That the following actions be taken with respect to the “Special Events Policies and Procedure Manual”:</p> <p>a) the communication dated September 6, 2019 from Councillor A. Kayabaga, with respect to the “Special Events Policies and Procedures Manual” BE RECEIVED; and,</p> <p>b) the Civic Administration BE DIRECTED to review the City’s “Special Events Policies and Procedures Manual” and report back on possible amendment to the Manual to address the following matters:</p> <p>i) the disruption caused by special events being held in the evenings prior to a work and/or school day;</p>	September 10, 2019	June 2022	C. Smith J.P. McGonigle	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	ii) the application of the same rules/restrictions that are in place for Victoria Park to Harris Park; and, iii) increased fines and penalties for special events that contravene the Manual.				
3.	<p><u>Short-Term Accommodations - Proposed Regulations</u></p> <p>That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to the staff report dated February 19, 2020 related to short-term accommodations:</p> <p>a) the Civic Administration BE DIRECTED to amend all necessary by-laws to address short-term accommodations and hold a public participation meeting at a future meeting of the Community and Protective Services Committee;</p> <p>b) the Civic Administration BE DIRECTED to continue consulting with short-term accommodation platforms on the further collection of Municipal Accommodation Tax;</p>	February 19, 2020	Q4 2021/ Q1 2022	G. Kotsifas O. Katolyk	
4.	<p><u>London Community Recovery Network - Ideas for Action by Municipal Council</u></p> <p>That, on the recommendation of the Managing Director, Neighbourhood, Children and Fire Services, the Acting Managing Director, Housing, Social Services and Dearness Home, and the Managing Director, Parks and Recreation, the following actions be taken with respect to the staff report dated February 9, 2021 related to the London Community Recovery Network and ideas for action by Municipal Council:</p> <p>ii) the implementation plan for item #2.3 Downtown Recovery – free transit to the downtown, as it relates to transit initiatives to the downtown, BE REFERRED back to the Civic Administration to continue working with the London Transit Commission on this matter, with a report back to a future meeting of the Community and Protective Services Committee (CPSC) when additional details are available; and,</p>	February 9, 2021	TBD	C. Smith K. Dickins S. Stafford	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	iii) implementation plan for item #2.3 Downtown Recovery – free transit to the downtown, as it relates to parking initiatives in the downtown BE REFERRED back to the Civic Administration with a report back to a future meeting of the CPSC when additional details are available;				
5.	<u>Affordable Housing Units in London</u> That the following actions be taken with respect to the creation of affordable housing units in London: b) the Civic Administration BE DIRECTED to report back to a future meeting of the Community and Protective Services Committee with an implementation plan, inclusive of financial impacts, that sets out the best supports for the development of affordable housing units;	March 30, 2021	TBD	K. Dickins	
6.	<u>Animal By-law PH-3</u> That the communication, dated April 1, 2021, from Councillor M. Cassidy, with respect to By-law PH-3, being "A by-law to provide for the regulation, restriction and prohibition of the keeping of animals in the City of London", BE REFERRED to the Civic Administration for review and a report back at a future meeting of the Community and Protective Services Committee related to revisions or updates that could be made to the by-law; it being noted that a communication from K. and K. Beattie, as appended to the Added Agenda, with respect to this matter, was received.	April 20, 2021	Q4, 2021	G. Kotsifas O. Katolyk	
7.	<u>School Planning</u> That the Civic Administration BE DIRECTED to provide an information report at a future meeting of the Community and Protective Services Committee with respect to the roles and responsibilities of the local school boards and how the City of London interacts with the boards related to the items listed in the communication, as appended to the Agenda, from Councillors S. Lewis and P. Squire; it being noted that the above-noted communication, with respect to this matter, was received.	June 22, 2021	TBD	C. Smith	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
8.	<p><u>Recognizing the Impact of Hosting the COVID-19 Assessment Centres at Oakridge Arena and Carling Heights Optimist Community Centre</u></p> <p>That the following actions be taken with respect to the communication, dated July 6, 2021, from Councillors S. Lehman and J. Helmer and Mayor E. Holder, related to Recognizing the Impact of Hosting COVID-19 Assessment Centres at Oakridge Arena and Carling Heights Optimist Community Centre:</p> <p>a) the Civic Administration BE DIRECTED to consult residents, especially those close to the COVID-19 assessment centres, about priorities for new recreational amenities or upgrades to existing recreational amenities in the general area; and,</p> <p>b) the Civic Administration BE DIRECTED to explore potential provincial and federal funding opportunities for recreational infrastructure and to report back with recommended new or upgraded recreational amenities in the general area of both testing centres, along with a recommended source of financing;</p>	July 27, 2021	TBD	C. Smith	
9.	<p><u>Property Standards Matters (March 2021 Council Resolution)</u></p> <p>That the following actions be taken with respect to the staff report dated September 21, 2021, related to Property Standards Matters (March 2021 Council Resolution):</p> <p>a) the Civic Administration BE DIRECTED to report back at a future meeting of the Community and Protective Services Committee on how a RentSafeLondon by-law enforcement program, modelled after the RentSafeTO program, could be implemented, including proposed fees for registration and building audits;</p>	September 21, 2021	TBD	G. Kotsifas	
10.	<p><u>Flyer Deliveries to Residential Properties</u></p> <p>That the draft by-law, as appended to the staff report dated September 21, 2021, with respect to Flyer Deliveries to Residential Properties BE REFERRED back to the Civic Administration for revisions that</p>	November 2, 2021	TBD	G. Kotsifas B. Card	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	include enforcement measures in cases where compliance is not respected;				