

Bill No. 420  
2023

By-law No.

A by-law to approve and adopt the standard form Grant Agreement (Building Safer Communities Fund); and to authorize the Mayor and City Clerk to execute the Agreement.

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

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

AND WHEREAS section 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 23.1 of the *Municipal Act, 2001* provides that sections 9 and 10 of that Act authorize a municipality to delegate its powers and duties to a person;

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

1. The standard form Grant Agreement (London's Building Safer Communities Fund) to be entered into between The Corporation of the City of London and corporations who have applied to the City for a grant, attached hereto as Schedule A to this by-law, is hereby authorized and approved.
2. The Mayor and City Clerk are authorized to execute the Agreement approved under section 1 of this by-law.
3. The City Manager, or their designate, the Deputy City Manager, Neighbourhood and Community-Wide Services have delegated to them:
  - (1) the authority to act as City Representative for the purpose of this standard form Grant Agreement;
  - (2) the authority to amend the standard form Grant Agreement approved above as follows:

Page 1	Insert date of the Agreement;
Page 1	Insert name of Recipient;
Page 1	Section 1.2 – Mark applicable Schedules with an "X";
Page 5	Insert name of the individual who will execute the Agreement;
Page 5	Insert name of Recipient;
Schedule A	Insert information required to complete the schedule;
Schedule A	Delete shaded provisions that do not apply;
Schedule B	Insert information required to complete the schedule;
Schedule B	Delete shaded provisions that do not apply;
Schedule C	Insert information required to complete the schedule
4. This by-law shall come into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on November 28, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – November 28, 2023  
Second Reading – November 28, 2023  
Third Reading – November 28, 2023

## Schedule A

**THIS IS A STANDARD FORM AGREEMENT – TERMS CANNOT BE ALTERED WITHOUT THE APPROVAL OF MUNICIPAL COUNCIL**

### **Grant Agreement (London's Building Safer Communities Fund)**

THIS AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Between

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

-and-

\_\_\_\_\_  
(the "Recipient")

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

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

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

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

#### **1. Definitions & Schedules**

##### **1.1 Definitions**

In this Agreement, the following definitions apply:

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

"**Eligible Expenditures**" means the expenditures that are listed in the Funded Activity Budget (**Schedule B**), and in compliance with the Conditions Governing Eligible Expenditures set out in **Schedule B**;

"**Outcomes**" means the outcomes that are listed in the Description of Funded Activity (**Schedule A**) for the Funded Activity;

##### **1.2 Schedules Forming Part of Agreement**

The following Schedules, marked with an "X" (or where not marked with an "X", attached to this Agreement), form part of this Agreement:

\_\_\_\_\_**Schedule A:** Description of Funded Activity - **London's Building Safer Communities Fund**

\_\_\_\_\_**Schedule B:** Maximum Contribution & Eligible Expenditures – **London's Building Safer Communities Fund**

\_\_\_\_\_**Schedule C:** Reporting Requirements and Schedule – **London's Building Safer Communities Fund Application**

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

## 2. Term

2.1 The Agreement shall commence on the date this Agreement is signed by both parties, and shall terminate on the Funded Activity End Date as set out in **Schedule A** ("Term"), or shall terminate on such earlier date as set out in this Agreement.

## 3. Grant

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

(b) Payment of any grant under this Agreement is subject to the availability of funds in the City's current approved budget.

## 4. Use of Grant

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

## 5. Repayment of Grant

5.1 For London's Building Safer Communities Fund, the City, in its sole discretion, may require the Recipient to repay to the City some or all of the grant for the Funded Activity based upon the City's assessment of the current year's final audited statement provided to the City under this Agreement.

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

5.3 If the Recipient does not comply with the provisions of this Agreement, the Recipient shall be considered in default of this Agreement and all grant funds the City advanced to the Recipient shall be deemed to be a loan and shall be immediately due and payable in full upon the written demand of the City Representative.

5.4 The City reserves the right to demand interest on any amount owing by the Recipient at the then current rate charged by the City on accounts receivable.

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

## 6. Reports

6.1 Where required by the City Representative, to be eligible for funding, the Recipient shall submit the reports as set out in **Schedule C**, on or before the date set out in **Schedule C** to the City Representative in a form and content satisfactory to the City Representative. The reports shall include a financial statement for the period covered by the reports.

## 7. Right of Audit

7.1 (a) The City auditor or anyone designated in writing by the City auditor may audit and inspect accounts, records, receipts, vouchers, and other documents relating to the grant and shall have the right to make copies thereof and take extracts. For the purposes of this clause, audit includes any type of audit.

(b) The Recipient shall make available all facilities, physical and otherwise, for such audits and inspections and shall furnish the City and its authorized representatives with all such information as it, or they, may from time to time require with reference to such accounts, records, receipts, vouchers, and other documents.

(c) The Recipient shall cause all such accounts, records, receipts, vouchers, and other documents required under this clause, to be preserved and kept available for audit and inspection at any reasonable time, and from time to time, until the expiration of seven years from the date of disbursement of the grant under this Agreement, or until the expiration of such lesser or greater period of time as shall be approved in writing by the City.

## 8. Official Notification

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

The City  
City Clerk  
300 Dufferin Avenue  
London, Ontario N6A 4L9

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

(b) Any notice that is delivered personally or by courier service shall be deemed to have been received upon delivery, or if sent by mail five working days after the date of mailing, or in the case of fax, one working day after they are sent.

(c) Either party to this Agreement may, at any time, give notice under this section to the other of a change of address and thereafter such changed address shall be substituted for the previous address set out in subsection (a).

## **9. Informing the Public of the City's Contribution**

9.1 (a) The Recipient acknowledges that the City may publicize the name of the Recipient, the amount of the contributions and the nature of the activity supported under this Agreement.

(b) The Recipient shall recognize the City as a funding contributor in all Funded Activity-related publicity.

## **10. Termination**

### **Termination Without Default**

10.1 Despite any other provisions in this Agreement, the City may terminate this Agreement for any reason, effective upon the giving of fifteen (15) days' prior written notice to the Recipient.

### **Termination Where Default**

10.2 The following are considered defaults of the Agreement for which the City may terminate the Agreement immediately:

- (a) If any proceeding in bankruptcy, receivership, liquidation or insolvency is commenced against the Recipient or its property, and the same is not dismissed within **30 days**; or
- (b) If the Recipient files a voluntary petition in bankruptcy or insolvency, makes any assignment for the benefit of its creditors, becomes insolvent, commits any act of bankruptcy, ceases to do business as a going concern, or seeks any arrangement or compromise with any or all of its creditors under any statute or otherwise.

10.3 Any termination by the City under this Agreement shall be without compensation, penalty or liability on the part of the City, and shall be without prejudice to any of the City's legal or equitable rights or remedies.

## **11. Indemnity**

11.1 The Recipient shall indemnify and save the City, its officers, directors, employees, agents and Councillors, harmless from and against all claims, actions, losses, expenses, costs or damages of every nature and kind that the City may suffer, caused or alleged to be caused by any wilful or negligent act, omission or delay on the part of the Recipient or its officers, directors, employees, contractors or agents, in connection with anything purported to be or required to be done by the Recipient in connection with this Agreement or the Funded Activity.

## **12. Insurance**

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

(a) Comprehensive general liability insurance on an occurrence basis for an amount of not less than Two Million Dollars (\$2,000,000.00) and shall include the City as an additional insured to cover any liability resulting from anything done or omitted by the Recipient or its employees, or agents, in carrying out the Funded Activity, such policy to include non-owned automobile liability, personal liability, personal injury, broad form property damage, contractual liability, owners' and contractor's protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses. The Recipient shall submit a completed standard Insurance Certificate (Form #0788).

(b) Crime Insurance - those Recipients with Grants greater than Twenty Thousand Dollars (\$20,000) shall furnish the City with a Blanket Position Policy or equivalent Fidelity Bond in an amount not less than the maximum single payment amount or fifty percent (50%) of the City's contribution of this grant; whichever is greater, to a maximum of One Hundred Thousand Dollars (\$100,000). The City shall be shown on the Policy as a named Obligee as their interest may appear with respect to any loss or misuse of funds held by the Recipient as described in this Agreement.

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

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

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

### **13. Services to Vulnerable Populations**

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

13.2 Where the Recipient provides services to vulnerable populations, it shall ensure it has appropriate policies and procedures in place with respect to providing services to those vulnerable populations including Criminal Offence Discretion, Serious Occurrence Reporting, Orientation and Training, Safe Sharps and Waste Handling, Fire Safety and Emergency Information.

### **14. Compliance with Laws**

14.1 The Recipient shall carry out the Funded Activity in compliance with all applicable federal, provincial and municipal laws, by-laws, policies, guidelines, rules and regulations, including applicable privacy legislation, environmental legislation, and s. 72 of the *Child and Family Services Act*. The Recipient shall obtain, prior to the commencement of the Funded Activity, all permits, licenses, consents and other authorizations that are necessary to the carrying out of the Funded Activity. It is a condition of this Agreement that the Recipient will not infringe upon any right under the *Human Rights Code* in carrying out the Funded Activity.

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

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

### **16. Assignment**

16.1 The Recipient shall not assign this Agreement or any interest in this Agreement without the prior written consent of the City, and for the purposes of this Agreement, assignment shall include any transfer in the majority ownership or controlling interest in the Recipient, whether through the sale of shares, direct acquisition of assets or otherwise.

### **17. Relationship Between the Parties**

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

### **18. Facsimile Copy of Recipient's Signature Sufficient**

18.1A facsimile copy of the Recipient's signature on this Agreement shall be sufficient and binding.

### **19. Executed in Counterparts**

19.1 This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed together, and shall constitute one and the same Agreement.

### **20. Headings**

20.1 The headings in this Agreement are for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer.

### **21. Entire Agreement**

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

### **22. Waiver**

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

### **23. Circumstances Beyond the Control of Either Party**

23.1 Neither party shall be responsible for damage caused by delay or failure to perform under the terms

of this Agreement resulting from matters beyond the control of the parties including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other insurrection, lawful act of public authority, or delay or default caused by a common carrier that cannot be reasonably foreseen or provided against.

#### **24. Payment of Grant is Subject to City Budget Approval**

24.1 (a) Any payment under this Agreement is subject to the approval by City Council for the fiscal year in which the payment is to be made. In the event that the City Council cancels or reduces the level of funding for the grants for any fiscal year in which payment is to be made under the Agreement, the City may terminate the Agreement in accordance with the termination provisions of this Agreement or reduce the amount of its contribution payable under the Agreement in that fiscal year by such amount that it deems advisable.

(b) Where, pursuant to this section, the City intends to reduce the amount of its contribution under the Agreement, it shall give the Recipient not less than 1 months' notice of its intention to do so. Where, as a result of reduction in funding, the Recipient is unable or unwilling to complete the Funded Activity, the Recipient may, upon written notice to the City, terminate the Agreement. The Recipient shall not hold the City liable for any reduction or termination of funding.

#### **25. Governing Law**

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

#### **26. Headings**

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

#### **27. Canadian Currency**

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

#### **28 Other Agreements**

28.1 If the Recipient:

- (a) has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with the City;
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the City may suspend the payment of the grant for such period as the City determines appropriate or terminate the Agreement at any time, including immediately, upon giving Notice to the Recipient.

#### **29. Execution of Agreement.**

29.1 The Recipient represents and warrants that:

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

#### **30. Survival**

30.1 The provisions relating to liability, indemnity, Right of Audit and Repayment of Grant shall survive termination or expiry of this Agreement for a period of seven (7) years from the date of termination of this Agreement.

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

**For the City:**

**THE CORPORATION OF THE CITY OF LONDON**

Date: \_\_\_\_\_

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

**[INSERT NAME OF RECIPIENT]**

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

I/We have authority to bind the Corporation

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

I/We have authority to bind the Corporation

**SCHEDULE A – London’s Building Safer Communities Fund**

**THE FUNDED ACTIVITY**

Full Legal Name of Recipient: \_\_\_\_\_

Address for Service of Notice: \_\_\_\_\_

Primary Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_ E-mail: \_\_\_\_\_

Funded Activity Start Date (date for which funding will be commenced):  
(yy/mm/dd) \_\_\_\_\_

Funded Activity End Date (date for which funding will end):  
(yy/mm/dd) \_\_\_\_\_

Year 1 Funding (y/n): \_\_\_\_\_ (*January 1, 2024 - March 31, 2024*)

Year 2 Funding (y/n): \_\_\_\_\_ (*April 1, 2024 - March 31, 2025*)

Year 3 Funding (y/n): \_\_\_\_\_ (*April 1, 2025 - March 31, 2026*)

**FUNDED ACTIVITY DESCRIPTION:**

[Insert Funded Activity Project Information, Partnership Information, and Target Audience]

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**FUNDED ACTIVITY OUTCOMES**

[Insert Funded Activity Objectives, Outcomes, and Evaluation Plan]



**SCHEDULE B – London’s Building Safer Communities Fund  
MAXIMUM CONTRIBUTION & ELIGIBLE EXPENDITURES**

**1.0 Maximum Contribution of the City**

1.1 For London’s Building Safer Communities Fund, the total amount of the City’s contribution towards the Funded Activity under this Agreement is \$ \_\_\_\_\_.

Year 1 Funding Amount: \_\_\_\_\_ (December 1, 2023 - March 31, 2024)

Year 2 Funding Amount: \_\_\_\_\_ (April 1, 2024- March 31, 2025)

Year 3 Funding Amount: \_\_\_\_\_ (April 1, 2025- March 31, 2026)

**2.0 Disbursement of Grants**

2.1 For London’s Building Safer Communities Fund, subject to the Recipient’s compliance with the provisions of this Agreement, the grant shall be disbursed to the Recipient over the Term of this Agreement, as set out below.

London’s Building Safer Communities Fund

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

- (i) 100% of the annual project funds for Year 1 of the project, a sum of \$ \_\_\_\_\_ will be paid by the City to the Recipient upon confirmed receipt of the signed and fully executed Grant Agreement;
- (ii) The City of London reserves the right to withhold funding for subsequent years of the project, contingent on the receipt of required reporting.

**3.0 ELIGIBLE EXPENDITURES**

3.1 FUNDED ACTIVITY BUDGET

The following is the Funded Activity Budget – LONDON’S BUILDING SAFER COMMUNITIES FUND

<b>Funded Activity Expenditure Categories</b>	<b>Budget Amount Year 1</b>	<b>Budget Amount Year 2</b>	<b>Budget Amount Year 3</b>
Salaries and wages and benefits			
Professional and consultant costs			
Recruitment and training costs			
Conference room and meeting room rentals			
Travel			
Rent and Utilities			
Office or program equipment, supplies, and materials			
Minor renovations to program facility (\$10,000 or less)			
Translation and simultaneous interpretation costs			
Meals and/or refreshments for participants			
Honoraria			
Cultural appropriate expenditures			
TOTAL City of London Funding per year			
<b>TOTAL City of London Funding</b>			

**Budget notes:**

**Salaries, wages and benefits** for temporary professional, clerical, technical and administrative services, and stipends (including expenses for international staff).

**Professional and consultant costs**, not limited to audit and evaluation expenses and professional fees related to the preparation of financial statements.

**Recruitment and Training Costs** (e.g. courses, workshops, etc.).

Costs associated to **conferences**, including conference room, virtual conferences and associated equipment rental.

Reasonable **Travel**, accommodations, and related expenses in accordance with National Joint Council Guidelines as well as bus tickets, tokens, and other reasonable participant related transportation reimbursements.

**Rent**, normal **utilities** such as electricity, heat, water and telephone, and maintenance of offices and other buildings where the expenses are directly related to the development and implementation of the project

**Office equipment, supplies and materials**, including computers, printers/scanners, and communications equipment and associated costs.

**Minor renovations** to the facility where the interventions are taking place (principally required to enhance security or to ensure program fidelity), where deemed essential for the success of the project. Minor renovations are defined as \$10,000 in total or less, over the course of the project.

**Translation and simultaneous interpretation costs.**

**Meals and/or refreshments** for participants in activities and workshops directly related to the project

**Honoraria**, defined as time-limited remuneration for a volunteer service or participation in project delivery that is consistent with, and essential to the attainment of, the project's objectives. This can include, but is not limited to, volunteer services and guest speakers; but cannot be provided for individuals whose participation in a project is already being compensated (e.g., by their employer) or is being accrued as part of an in-kind contribution.

**Culturally appropriate expenditures** including gifts (for a maximum of \$100), community feasts, ceremonies and ceremonial meals, gatherings, and circles in accordance with National Joint Council guidelines.

#### **4.0 BUDGET FLEXIBILITY**

4.1 The Recipient shall not, without the express prior written approval of the City Representative, make adjustments to its allocation of funds between any of the expenditure categories identified in the Funded Activity Budget.

4.2 Written approval by the City Representative of adjustments under section 4.1 may be required by the City Representative to be documented by way of a formal amending agreement signed by both parties.

#### **5.0 CONDITIONS GOVERNING ELIGIBLE EXPENDITURES**

5.1 The Eligible Expenditures set out in the Funded Activity Budget above are subject to the following conditions:

- (a) expenditures must be incurred during the Funded Activity Start Date and End Date;
- (b) expenditures must, in the sole opinion of the City Representative, be reasonable;
- (c) the portion of the cost of any goods and services purchased by the Recipient for which the Recipient may claim a tax credit or reimbursement are not eligible;
- (d) depreciation of capital assets is not eligible;
- (e) fines and penalties are not eligible;
- (f) the cost of alcoholic beverages are not eligible.

#### **6.0 TERMS OF PAYMENT**

6.1 The City may withhold any payment due to the Recipient under this Agreement:

- (a) if the Recipient has failed to submit when due any report required by the City under this Agreement;
- (b) pending the completion of an audit of the Recipient's books and records, should the City decide to undertake such an audit;
- (c) if the Recipient is not in compliance with any applicable laws, regulations, by-laws, Council Policies, or if applicable the Vulnerable Populations requirements;
- (d) in the event that an audit of the Recipient's books and records indicates mismanagement or misuse of funds, in the sole opinion of the City Representative; or
- (e) in the event the City determines the Recipient has not or likely will not achieve the Outcomes as set out in Schedule A.

6.2 The City may retain a holdback of an amount up to 10% of its maximum contribution at the end of the Term pending:

- (a) receipt and acceptance by the City of a final report for the Funded Activity, and
- (b) receipt of any other Funded Activity-related record or product that may be required by the City.

6.3 Grants may only be provided to Recipients that do not budget on a deficit basis and that do not operate on a deficit basis.

## SCHEDULE C – Reporting Requirements and Schedule

### **REPORTING – LONDON’S BUILDING SAFER COMMUNITIES FUND**

The following requirements apply to London’s Building Safer Communities Fund:

#### **REPORTS:**

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

The Recipients shall provide quarterly financial and outcome reports and a final report as required by the City of London and the funder.

The Recipient shall provide General Ledger Sampling, if requested by the City Representative, on or before the dates set out below, or on such other date as agreed to in writing by the City Representative.

#### **Reporting Quarters**

Q1 – April 1st to June 30th

Q2 – July 1st to September 30th

Q3 – October 1st to December 31st

Q4 – January 1st to March 31<sup>st</sup>

[delete inapplicable schedules:]

<b>Year 1 (only) Reporting Schedule</b>	
<b>Report Due Date</b>	<b>Report Type</b>
April 17, 2024	<ul style="list-style-type: none"> <li>• Cash Flow Statement <i>Actuals for Q3 (December 1 to December 31, 2023)</i> <i>Actuals for Q4 (January 1, 2024 to March 31, 2024)</i></li> <li>• Non-financial report <i>Q3 (December 2023)</i> <i>Q4 (January 1, 2024 to March 31, 2024)</i></li> <li>• General Ledger Sampling <i>(if requested by the City Representative)</i></li> </ul>
June 17, 2024	Annual Performance Report for previous fiscal year

[delete inapplicable schedules:]

<b>Year 1 &amp; 2 (only) Reporting Requirements &amp; Dates</b>	
<b>Report Due Date</b>	<b>Report Type</b>
April 17, 2024	<ul style="list-style-type: none"> <li>• Cash Flow Statement <i>Actuals for Q4 (January 1, 2024 to March 31, 2024)</i></li> <li>• Non-financial report <i>Q4 (January 1, 2024 to March 31, 2024)</i></li> <li>• General Ledger Sampling <i>(if requested by the City Representative)</i></li> </ul>
June 17, 2024	Annual Performance Report for previous fiscal year
October 17, 2024	<ul style="list-style-type: none"> <li>• Cash Flow Statement <i>Actuals for Q1 &amp; Q2 (April 1, 2024- September 30, 2024)</i></li> </ul>

Year 1 & 2 (only) Reporting Requirements & Dates	
Report Due Date	Report Type
	<p><u>Forecasts</u> for Q3 &amp; Q4 (October 1, 2024- March 31, 2025)</p> <ul style="list-style-type: none"> <li>• Non-financial report Q1&amp; Q2 (April 1, 2024- September 30, 2024)</li> <li>• General Ledger Sampling (if requested by the City Representative)</li> </ul>
April 17, 2025	<ul style="list-style-type: none"> <li>• Cash Flow Statement <u>Actuals</u> for Q3 &amp; Q4 (October 1, 2024- March 31, 2025)</li> <li>• Non-financial report Q3 &amp; Q4 (October 1, 2024- March 31, 2025)</li> <li>• General Ledger Sampling (if requested by the City Representative)</li> </ul>
June 17, 2025	Annual Performance Report for previous fiscal year

[delete inapplicable schedules:]

Year 1, 2, & 3 Reporting Requirements & Dates	
Report Due Date	Report Type
April 17, 2024	<ul style="list-style-type: none"> <li>• Cash Flow Statement <u>Actuals</u> for Q4 (January 1, 2024 to March 31, 2024)</li> <li>• Non-financial report Q4 (January 1, 2024 to March 31, 2024)</li> <li>• General Ledger Sampling (if requested by the City Representative)</li> </ul>
June 17, 2024	Annual Performance Report for previous fiscal year
October 17, 2024	<ul style="list-style-type: none"> <li>• Cash Flow Statement <u>Actuals</u> for Q1 &amp; Q2 (April 1, 2024- September 30, 2024) <u>Forecasts</u> for Q3 &amp; Q4 (October 1, 2024- March 31, 2025)</li> <li>• Non-financial report Q1 &amp; Q2 (April 1, 2024- September 30, 2024)</li> <li>• General Ledger Sampling (if requested by the City Representative)</li> </ul>
April 17, 2025	<ul style="list-style-type: none"> <li>• Cash Flow Statement <u>Actuals</u> for Q3 &amp; Q4 (October 1, 2024- March 31, 2025)</li> <li>• Non-financial report Q3 &amp; Q4 (October 1, 2024- March 31, 2025)</li> <li>• General Ledger Sampling (if requested by the City Representative)</li> </ul>

Year 1, 2, & 3 Reporting Requirements & Dates	
Report Due Date	Report Type
June 17, 2025	Annual Performance Report for previous fiscal year
October 17, 2025	<ul style="list-style-type: none"> <li>• Cash Flow Statement  <u>Actuals</u> for Q1 &amp; Q2 (<i>April 1, 2025- September 30, 2025</i>)  <u>Forecasts</u> for Q3 &amp; Q4 (<i>October 1, 2025- March 31, 2026</i>)</li> <li>• Non-financial report  Q1 &amp; Q2 (<i>April 1, 2025- September 30, 2025</i>)</li> <li>• General Ledger Sampling (<i>if requested by the City Representative</i>)</li> </ul>
April 17, 2026	<ul style="list-style-type: none"> <li>• Cash Flow Statement  <u>Actuals</u> for Q3 &amp; Q4 (<i>October 1, 2025- March 31, 2026</i>)</li> <li>• Non-financial report  Q3 &amp; Q4 (<i>October 1, 2025- March 31, 2026</i>)</li> <li>• General Ledger Sampling (<i>if requested by the City Representative</i>)</li> </ul>
June 17, 2026	• Annual Performance Report for previous fiscal year