

Report to Community and Protective Services Committee

To: Chair and Members
Community and Protective Services Committee

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

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

Date: January 29, 2024

Recommendation

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

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

Executive Summary

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

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

Linkage to the Corporate Strategic Plan

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

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

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

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

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

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

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

Analysis

1.0 Background Information

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

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

1.1 Previous Reports Related to this Matter:

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

2.0 Key Issues and Considerations

2.1. London Heritage Council Proposed Agreement Updates

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

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

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

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

3.0 Financial Impact/Considerations

3.1 Annual Operating Funding from the City of London

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

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

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

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

Conclusion

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

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

Prepared by: Robin Armistead, Manager, Culture Services

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

cc: Terri Smale, Executive Director, London Heritage Council

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

Bill No.

By-law No.

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

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

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

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

PASSED in Open Council February 13, 2024

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First reading -
Second reading -
Third reading –

Schedule 1

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

BETWEEN:

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

AND

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

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

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

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

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

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

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

PART 1 – DEFINITIONS

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

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

PART 2 – REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 General. LHC represents, warrants and covenants that:

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

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

(c) It is and shall continue to be for the term of this Agreement, in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Fee/funds.

2.2 Execution of Agreement. LHC represents and warrants that:

(a) It has the full power and authority to enter into this Agreement; and

(b) It has taken all necessary actions to authorize the execution of this Agreement.

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

(a) A code of conduct and ethical responsibilities for all persons at all levels of LHC's organization;

(b) Procedures to ensure the ongoing effective functioning of LHC;

(c) Decision-making mechanisms for LHC;

(d) Procedures to enable LHC to manage the Fee/funds prudently and effectively;

(e) Procedures to enable the preparation and delivery of all reports required pursuant to this Agreement; and

(f) Procedures to enable LHC to deal with such other matters as LHC considers necessary to ensure that LHC carries out its obligations under this Agreement.

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

PART 3 – TERM

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

PART 4 - OBLIGATIONS OF LHC

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

(a) operate the Doors Open London event;

(b) operate the Museum School London program;

(c) operate the Labatt Park Baseball Heritage Tour and Clubhouse Experience program;

(d) operate the Heritage Fair event;

(e) operate and administer the Community Heritage Investment Program (CHIP) in accordance with the guidelines attached as **Schedule "A"**;

(f) operate, including maintaining and managing heritage content on, the London Heritage Council Website www.londonheritage.ca for the purpose of promoting programs delivered and administered by LHC and the City;

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

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

4.3 Marketing, Promotion and Communication Requirements.

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

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

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

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

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

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

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

5.3 Operation and administration of CHIP.

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

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

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

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

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

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

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

This LHC CHIP Policy and Procedure Manual will also include:

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

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

(c) LHC acknowledges and agrees:

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

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

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

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

PART 6 – RECORDS & REPORTING

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

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

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

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

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

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

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

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

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

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

PART 7 – COMPLIANCE WITH LEGISLATION

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

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

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

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

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

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

PART 8 - INSURANCE AND INDEMNITY

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

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

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

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

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

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

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

PART 9 - DEFAULT AND TERMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART 10 - GENERAL

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

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

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

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

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

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

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

(a) if delivered personally or by recognized courier on the date of such delivery; or

(b) if delivered by postage prepaid mail, three (3) days after the party mails it. Any notices under this Agreement shall be sent to the City and LHC as follows:

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

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

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

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

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

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

**THE CORPORATION OF THE
CITY OF LONDON**

LONDON HERITAGE COUNCIL

Josh Morgan, Mayor

Michael Schulthess, City Clerk

Terri Smale, Executive Director

*I have the authority to bind the Corporation

SCHEDULE “A” COMMUNITY HERITAGE INVESTMENT PROGRAM (CHIP) GUIDELINES

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

CHIP Streams of Funding:

There are two streams of funding through CHIP:

- Operational funding
- Project or Program funding

Program Priorities:

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

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

Program Application Assessment Criteria:

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

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

Program Exclusions:

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

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

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

Supporting Materials:

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

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

Program Deadline:

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

Final Grant Notification:

The LHC will notify successful and unsuccessful applicants in writing.

Reporting:

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

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

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

Conditions and Requirements of Funding:

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

Contact Information:

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

SCHEDULE "B"

Municipal Freedom of Information and Protection of Privacy

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

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