

Bill No. 211  
2024

By-law No. A-

A by-law to approve a grant agreement for the administration of Project Clean Slate between Youth Opportunities Unlimited and The Corporation of the City of London and to authorize the Mayor and Clerk to execute same.

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

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

AND WHEREAS section 107 of the *Municipal Act*, 2001 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 Municipal Council of The Corporation of the City of London wishes to make a grant to Youth Opportunities Unlimited for the administration of Project Clean Slate, a project it considers to be in the interests of the municipality;

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

1. The grant agreement for the administration of Project Clean Slate between Youth Opportunities Unlimited and The Corporation of the City of London attached hereto as Schedule "I" (the "Agreement") is hereby authorized and approved.
2. The Mayor and City Clerk are authorized to execute the Agreement approved under section 1 of this bylaw.
3. This by-law comes into 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 June 25, 2024 subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – June 25, 2024  
Second Reading – June 25, 2024  
Third Reading – June 25, 2024

## Schedule I

### Project Clean Slate Grant Agreement

THIS AGREEMENT with effect as of January 1, 2024  
Between

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

-and-

**YOUTH OPPORTUNITIES UNLIMITED**  
(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 expressed an interest to administer a program as described in **Schedule "A"** ("the Funded Activity");

AND WHEREAS City Council approved that a grant be made to the Recipient in connection with the Funded Activity 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 operating expenditures reasonably incurred in the process of administering the Funded Activity set out in **Schedule A**;

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

The following Schedules, form part of this Agreement:

**Schedule A:** Description of the Funded Activity

**Schedule B:** The Financial Provisions

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 Funded Activity on January 1, 2024, and shall terminate on December 31, 2024, the Funded Activity End Date as set out in **Schedule A** ("the 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**.

### **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**

5.2 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 immediately upon written demand of the City Representative.

5.3 The Recipient shall return all unexpended grant funds to the City within ninety (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 The Recipient shall submit the reports as set out in **Schedule A**, on or before the date set out in **Schedule A** to the City Representative in a form and content satisfactory to the City Representative.

### **7. Right of Audit**

- 7.1 (a) The City auditor or anyone designated in writing by the City auditor or the City Representative may audit and inspect accounts, records, receipts, vouchers, and other documents relating to the grant funds 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 Representative.

### **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  
Fax #: 519 661-5920

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 grant and the nature of the activity supported under this Agreement.
- (b) The Recipient shall acknowledge the support of the City under this Agreement in all its primary marketing and promotional materials.

## **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. Upon termination, the Recipient agrees to pay the City any unused portion of the grant funds.

## **11. Indemnity**

- 11.1 The Recipient shall indemnify and save the City, its officers, directors, employees, agents and/or 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 willful 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) Commercial General Liability insurance on an occurrence basis for an amount not less than \$5,000,000 and shall include the City as an additional insured with respect to Youth Opportunities Unlimited operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses.
- b) Youth Opportunities Unlimited shall not commence the Funded Activity until such time satisfactory evidence of insurance has been filed with and approved by the City's Risk Manager. The Successful Bidder shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date of the duration of the contract.
- c) The City reserves the right to request such higher limits of insurance or other types of insurance as it may reasonably require from time to time; failure to procure and maintain said insurance shall constitute a default under this agreement.
- d) The indicated policies will not be cancelled or permitted to lapse unless the insurer notifies the City, in writing, at least 30 days prior to the effective date of cancellation or expiry.
- e) Youth Opportunities Unlimited shall indemnify and hold the City harmless from and against any liability, loss, claims, demands, costs, and expenses, including reasonable legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether willful or otherwise by Youth Opportunities Unlimited, its agents, officers, employees or other persons for whom Youth Opportunities Unlimited is legally responsible.

- f) Youth Opportunities Unlimited agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The City may, but is not required to, consult with the Youth Opportunities Unlimited in the defense of claims, but this shall not affect the Youth Opportunities Unlimited's responsibility for the handling of and expenses for all claims.

### **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 providing these services. 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 but not limited to Criminal Offence Discretion, Serious Occurrence Reporting, Orientation and Training, 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. 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.

### **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 custody or 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.

### **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. Entire Agreement**

18.1 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.

**19. Waiver**

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

**20. Circumstances Beyond the Control of Either Party**

20.1 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.

**21. Governing Law**

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

**22. Headings**

22.1 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.

**23. Canadian Currency**

23.1 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.

**24. Execution of Agreement.**

24.1 The Recipient represents and warrants that:

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

**25. Survival**

25.1 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: Section 1 and any other applicable definitions, Section 5, Section 6, Section 7, Section 8, Section 10.4, Section 11, Sections 18 to 25 inclusive and, Schedule "A".

**26. Payment of Grant is Subject to City Budget Approval**

26.1 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 WITNESS WHEREOF the parties to this Agreement have set their hands and seals:

**SIGNED SEALED AND DELIVERED**

**THE CORPORATION OF THE CITY OF LONDON**

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

Josh Morgan, Mayor

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

Michael Schulthess, City Clerk

**YOUTH OPPORTUNITIES LIMITED**

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

(Signature)

\_\_\_\_\_

(Print Name)

\_\_\_\_\_

(Print Title)

I/We have authority to bind the Corporation.

**SCHEDULE A – Operating-Grant  
THE FUNDED ACTIVITY**

1.Full Legal Name of Recipient: Youth Opportunities Unlimited

Address for Service of Notice: 333 Richmond St Main Floor, London, ON N6A 3C2

Primary Contact Name: Tyler Paget

Phone #: 519-432-1112

Fax #: E-mail: info@you.ca

2. Funded Activity Start Date (date for which funding will be commenced): January 1, 2024

3. Funded Activity End Date (date for which funding will end subject to budget approval noted in Clause 27 of this Agreement): December 31, 2024

4. FUNDED ACTIVITY DESCRIPTION:

Project Clean Slate is a Core Area Initiative which started as a 4-month pilot project that took place during the period of July 26, 2021 to November 26, 2021. Project Clean Slate was created to contribute to the cleanliness of the Downtown Core and Old East Village and to provide “low-barrier” employment experiences and skills training opportunities for youth who are currently experiencing homelessness and/or with recent lived experience of being homeless to support them to entering / re-entering the workforce. The youth hired through this program will be tasked with picking up loose litter from private property in London’s Core Area, including Old East Village.

The Recipient will:

- Work in collaboration with the Downtown BIA, the Old East Village BIA and the various City departments in the delivery of the service.
- Work to collect garbage and needles that are on private property around the downtown core and Old East Village.
- Provide support to local businesses to maintain tidiness of surrounding properties.
- Work in partnership with Downtown and Old East Village BIA’s to identify and address hot spots / frequent concerns areas that accumulate loose litter and needles.
- Develop and follow agency protocols guided by the Middlesex London Health Unit, including COVID-19 screening practices.
- Provide and maintain proper safety training for all staff employed in the program.
- Ensure that staff acquire and maintain skills in the safe collection of loose litter and garbage.
- Maintain frequent communication with the City regarding any issues or concerns.
- Collect feedback from participants, businesses and BIAs.
- Track program impacts, report on outcomes and participate in program evaluation.
- Work in collaboration with Life Stabilization to support individuals to address employment and training needs including any equipment and materials needed on the job.
- Provide supervision and management support of the Clean Slate Team.
- Link program participants to employment opportunities including community supports and programs that contribute to life stabilization: examples include

access to housing services, health services, employment services, training opportunities and education.

- Provide employment opportunities to youth with barriers to employment that prevent them from accessing traditional employment programs.
- Offer Monday – Friday daytime coverage, and work collaboratively to support special events happening in the Downtown Core and Old East Village.

The program will actively work to:

- Provide a cleaner, tidier Core Area
- Increase the cleanliness of the Downtown Core and Old East Village through garbage and needle collection
- Build trusting relationships between the Project Clean Slate Team, local businesses and the BIAs
- Increase employment opportunities for youth participants and increase engagement of youth in supports and programs that assist in life stabilization, including paths to employment and education

## 5. REPORTING

5.1 The Recipient shall provide the following reports to the City Representative, on the 15<sup>th</sup> day of the following Months: January, April, July, October, or on such other date as agreed to in writing by the City Representative:

- Level of satisfaction and feedback – BIA / Business Owners
- Number of garbage bags collected
- Number of sharps collected
- Number of requests from BIA and/or number of interactions with business owners
- Number of participants engaged in Funded Activity
- Number of participants finding employment, engaging in additional programming, services
- Level of satisfaction and feedback - participants

Data collection requirements may change over time and additional data collection may be required. The Service Provider may also collect relevant data to inform program evaluation. The City of London will work collaboratively with the Recipient and will notify the Recipient if there are any changes to data collection requirements.

## **SCHEDULE B FINANCIAL PROVISIONS**

### **1. Maximum Contribution of the City**

1.1 The total maximum amount of the City's contribution towards the Funded Activity under this Agreement is \$200,000.00 per year in each year during the Term.

### **2. Disbursement of Grants**

2.1 Subject to City of London budget approval and the Recipient's compliance with the provisions of this Agreement, the grant funds shall be disbursed to the Recipient annually over the Term of this Agreement, on or before January 31<sup>st</sup> of each year.

3.1 The City may withhold any payment due to the Recipient under this Agreement if any one or more of the following occur:

- (a) if the Recipient has failed to submit when due any report required by the City under this Agreement;
- (b) if the Recipient has budgeted on a deficit basis or is operating on a deficit basis;
- (c) pending the completion of an audit of the Recipient's books and records, should the City decide to undertake such an audit;
- (d) if the Recipient is not in compliance with any applicable laws, regulations, by-laws, Council Policies, or if applicable the vulnerable populations requirements;
- (e) in the event that an audit of the Recipient's books and records indicates mismanagement or use of funds, in the sole opinion of the City Representative; or,
- (f) the Recipient is in breach of the performance of, or compliance with, any term, condition or obligation on its part to be observed or performed under this Agreement.