

This Agreement with effect as of < _____, 20____. >

**VETERAN HOMELESSNESS PROGRAM (FEDERAL)
SUB-PROJECT FUNDING AGREEMENT**

BETWEEN

**THE CORPORATION OF THE CITY OF LONDON
("the City")**

-AND-

**<insert correct legal name of Sub-Agreement Holder, and corporate address>
(the "Sub-Agreement Holder"),**

individually referred to as a "Party" and collectively referred to as the "Parties".

RECITALS

WHEREAS His Majesty the King in Right of Canada, as represented by the Minister of Infrastructure and Communities ("Canada") has established the Veteran Homelessness Program to prevent and reduce Veteran homelessness by providing direct funding to communities across Canada to support their efforts in addressing the needs of Veterans experiencing or at risk of homelessness. The Veteran Homelessness Program supports a wide range of programs and services, including rent supplements; housing and homelessness case management services; and health and medical services. The Veteran Homelessness Program also aims to promote the development of partnerships and networks within the broader homeless-serving and Veteran-serving sectors to build knowledge and understanding of the social issues and challenges facing Veterans;

AND WHEREAS the City has entered into a Funding Agreement with Canada for the Veteran Homelessness Program, for funding to prevent and reduce veteran homelessness;

AND WHEREAS the City wishes to provide funding to the Sub-Agreement Holder to carry out the Sub-Project as defined herein;

NOW THEREFORE, the Parties agree as follows:

1. INTERPRETATION

1.1 DEFINITIONS

In addition to the terms defined in the recitals and elsewhere in this Agreement, a capitalized term has the meaning given to it in this Section.

"Advance Payment(s)" means payment(s) directly related to the Sub-Project's Eligible Expenditures that are made before the Eligible Expenditures have been incurred by the Sub-Agreement Holder.

"Agreement" means this agreement between the City and the Sub-Agreement Holder.

"Agreement End Date" means <Insert Date>, the date that the agreement terminates.

"Asset" means any real or personal property or immovable or movable asset acquired, purchased, constructed, rehabilitated or improved, in whole or in part, with funds contributed by Canada under the terms and conditions of this Agreement, including but not limited to any Non-owned Asset.

"Asset Disposal Period" means the period commencing from the Effective Date and ending six (6) years after the Agreement End Date.

"Capital Assets" means any Assets that has a purchase or lease value of more than \$1,000 (before taxes).

“Calendar Days” means consecutive days, inclusive of Saturdays, Sundays and statutory holidays.

“Effective Date” means the effective date set out on the first page of this Agreement.

“Eligible Expenditures” means those costs incurred that are directly related to the Sub-Project and which are considered eligible by Canada, and in compliance with the conditions governing the eligibility of expenditures as set out in Schedule A (Eligible and Ineligible Expenditures).

“Facilities” means any expenditure incurred by the Sub-Agreement Holder, in direct relation to a Sub-Project activity, towards the purchase of land or a building, construction or renovation of a building, or accomplishing any pre- development activities leading up to any of the latter ends.

“Final Claim Date” means the earlier of sixty (60) days after the Sub-Project End Date¹.

“Fiscal Year” means the period beginning April 1 of a year and ending March 31 of the following year.

“Homelessness” is defined as the situation of an individual or family who does not have a permanent address or residence, and does not have the immediate prospect, means, and ability of acquiring it. More specifically, experiences of homelessness can include time spent:

- in unsheltered locations or places not intended for human habitation (e.g., parks); In emergency shelters (permanent or overflow beds);
- staying temporarily with others (e.g., family or friends) without guarantee of continued residency (“couch surfing”); or,
- in short-term rentals with no security of tenure (e.g., paying for motels with income or savings).

“Immediate Family” means the father, mother, step-father, step mother, brother, sister, spouse (including common law partner), child, step-child (including child of common law partner), ward, father-in-law, mother-in-law or relative permanently residing in the household of the officer, director or employee.

“Imminent risk of homelessness” refers to a housing situation that will end in the near future (for example, within two weeks) where the household does not have the immediate prospect, means or ability of acquiring a subsequent residence.

“Non-owned Asset” means an Asset to which the Sub-Agreement Holder does not hold the title and ownership.

“Participant Costs” means any wages, mandatory employment related costs (as required by law) or benefits (as required by a collective agreement or company policy), and any support payments (for travel, emergencies, disability, living expenses, dependent care, materials, etc.), tuition fees, or program participation or completion bonuses paid by the Sub-Agreement Holder to, or on behalf of, Sub-Project Participants.

“Progress Payments” means payments to reimburse the Sub-Agreement Holder for Eligible Expenditures after they have been incurred.

“Reporting Period” means each Fiscal Year that falls within the Sub-Project Period or, if the Fiscal Year falls only partially within the Sub-Project Period, such portion thereof.

“Staff Wages” means any wages, mandatory employment related costs (as required by law) or benefits (as required by a collective agreement or company policy) paid by the Sub-Agreement Holder to, or on behalf of, an employee of the Sub-Agreement Holder working directly on the Sub-Project.

“Sub-Project” means the project as described in Schedule B (The Sub-Project).

“Sub-Project Costs” means any expenditure incurred by the Sub-Agreement Holder in direct relation to the Sub-Project activities that is not covered by any other cost category in the Sub-Project budget.

“Sub-Project End Date” means the date at which all funded activities of the Sub-Project under this Agreement have been completed.

“Sub-Project Period” means the period beginning on the Sub-Project Start Date specified in Schedule B and ending on the Sub-Project End Date specified in Schedule B.

“Sub-Project Start Date” means the date at which funded activities of the Sub-Project

under this Agreement start.

“Sub-Agreement Holder” means an entity other than the City, that receives funding from the City under this Agreement to carry out a Sub-Project in accordance with this Agreement.

“Sub-Project” means an activity eligible for financial support which is implemented by a Sub-Agreement Holder.

“Sub-Project Contract Costs” means any expenditure incurred by a Third Party in respect of a Sub-Project that does not meet the definition of expenditures included in the Sub-Project Administrative Costs cost category.

“Third Party” means any person or legal entity, other than a Party, who participates in the implementation of the Sub-Project by means of a Third Party Contract.

“Third Party Contract” means an agreement between the Sub-Agreement Holder and a Third Party whereby the Third Party agrees to supply a product or service to the Sub-Project in return for financial consideration.

“Total Financial Assistance” means funding from all sources towards Eligible Expenditures of the Sub-Project, including funding from the City and federal, provincial, territorial, and municipal governments as well as funding from all other sources, including in-kind contributions.

“Working Day” means Monday through Friday except statutory holidays.

1.2 ENTIRE AGREEMENT

This Agreement comprises the entire agreement between the Parties in relation to the subject of the Agreement. No prior document, negotiation, provision, undertaking or agreement has legal effect, unless incorporated by reference into this Agreement. No representation or warranty express, implied or otherwise, is made by Canada or by the City to the Sub-Agreement Holder except as expressly set out in this Agreement.

1.3 DURATION OF AGREEMENT

This Agreement will be effective as of the Effective Date and will terminate on the Agreement End Date subject to early termination in accordance with this Agreement.

1.4 SCHEDULES

The following schedules are attached to, and form part of this Agreement:

Schedule A – Eligible and Ineligible Expenditures

Schedule B – The Sub-Project

Schedule C – Reporting Requirements

Schedule D – Communications Protocol

Schedule E – Further Requirements - Funding towards Sub-Projects

In case of conflict between any provision in the main body of this Agreement and a provision in a schedule attached hereto, the provision in the main body of this Agreement shall take precedence.

2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms and conditions whereby the City will provide funding to the Sub-Agreement Holder for the Sub-Project. The funding will be used by the Sub-Agreement Holder solely for the purpose of paying the Eligible Expenditures.

3. OBLIGATION OF THE PARTIES

3.1 CONTRIBUTION BY THE CITY

- a) The City agrees to pay a contribution to the Sub-Agreement Holder of not more than one hundred percent (100%) of the total Eligible Expenditures for the Sub-Project but only up to a maximum of <written amount> dollars (\$, .00).
- b) The City will pay the contribution in accordance with the terms and conditions of this Agreement and the Fiscal Year breakdown in Schedule B.2 (Sub-Project Budget).
- c) If the City's total contribution towards the Sub-Project exceeds one hundred percent (100%) of the Sub-Project's total Eligible Expenditures or if the Total Financial

Assistance received or due in respect of the total Sub-Project costs exceeds one hundred percent (100%) thereof, the City may recover the excess from the Sub-Agreement Holder or reduce its contribution by an amount equal to the excess.

- d) The Parties acknowledge that Canada's role in the Project and Sub-Project is limited to making a financial contribution to the City and Sub-Agreement Holder for the Project and Sub-Project and that Canada will have no involvement in the implementation of the Project and Sub-Project or its operation. Canada is neither a decision-maker nor an administrator to the Sub-Project.

3.2 COMMITMENTS BY THE SUB-AGREEMENT HOLDER

- a) The Sub-Agreement Holder will ensure that the Sub-Project is completed in a diligent and timely manner, within the costs and deadlines specified in this Agreement and in accordance with the terms and conditions of this Agreement.
- b) The Sub-Agreement Holder will be responsible for all costs of the Sub-Project including cost overruns, if any.
- c) The Sub-Agreement Holder will inform the City promptly of the Total Financial Assistance received or due for the Sub-Project. Where there is a change to the Total Financial Assistance received, the Sub-Agreement Holder will promptly inform the City of such change and the City may, in its discretion, reduce the amount of its maximum contribution to the Sub-Project by such amount, not exceeding the amount of the change in assistance received, that it considers appropriate.
- d) The Sub-Agreement Holder will repay to the City any payment received for disallowed costs, unexpended contributions and overpayments made under and according to the terms and conditions of this Agreement.
- e) The Sub-Agreement Holder will ensure the ongoing operation, maintenance, and repair of any Asset in relation to the Sub-Project as per appropriate standards, during the Asset Disposal Period.
- f) The City may request that the Sub-Agreement Holder declare to Canada and the City any amounts owing to the federal Crown under legislation or contribution agreements that constitute an overdue debt. The Sub-Agreement Holder recognizes that any such amount owing is a debt due to the federal Crown and may be set-off by Canada in accordance with Section 17.6 (Set-off by Canada).
- g) The Sub-Agreement Holder will contact Veteran Affairs Canada (VAC) to obtain confirmation of Veteran service, whether or not the participant has provided proof of service. VAC will conduct service verification to confirm that program participants are either a former member of the Canadian Armed Forces (CAF) or the Royal Canadian Mounted Police (RCMP). In the interim period of waiting for confirmation of service from VAC officials, a self-attestation confirming the status of a former member of the CAF or RCMP will suffice to provide urgent services to support the individual.
- h) The Sub-Agreement Holder will obtain individual's consent to provide the following personal information to VAC prior to requesting confirmation of service:
- individual's full name;
 - date of birth; and
 - service number (if known).
- i) The Sub-Agreement Holder will inform the City immediately of any fact or event that could compromise wholly or in part the Sub-Project.
- j) Upon Canada's or the City's request, and throughout the term of the Agreement, the Sub-Agreement Holder will promptly provide Canada and the City with updates to the Sub-Project status and the sub-Project expenditures and forecasts set out in Schedule B (The Sub-Project).
- k) Upon request, the Sub-Agreement Holder will promptly provide Canada with a copy of this Agreement.

3.3 APPROPRIATIONS AND FUNDING LEVELS

- a) Notwithstanding the City's obligation to make any payment under this Agreement, this obligation is suspended if, at the time when a payment under this Agreement becomes due, the Municipal Council has not passed an appropriation that is sufficient and constitutes lawful authority for making the payment.
- b) Canada may reduce any payment under this Agreement in response to a reduction of appropriations or departmental funding levels in respect of transfer payments, the program under which this Agreement was made or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. Canada is not liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such funding reduction or termination of this Agreement. Similarly, the City may reduce any payment under this Agreement in response to a reduction of funding levels or other decision made by the municipal Council for the City with respect to its municipal budget, and the City is not liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such funding reduction or termination of this Agreement.

3.4 FISCAL YEAR BUDGETING

- a) The amount of the contribution payable by the City for each Fiscal Year of the Sub-Project is set out in Schedule B.2 (Sub-Project Budget).
- b) If the actual amount payable by the City in respect of any Fiscal Year of the Sub-Project is less than the estimated amount in Schedule B.2 (Sub-Project Budget), the Sub-Agreement Holder may request that the City re-allocate the difference between the two amounts to a subsequent Fiscal Year. Subject to Section 3.3 (Appropriations and Funding Levels), the City agrees to make reasonable efforts to accommodate the Sub-Agreement Holder's request. The Sub-Agreement Holder acknowledges that requests for re-allocation of Sub-Project funding will require appropriation adjustments or federal Crown approvals, or approval by municipal Council of municipal budget amendments and changes.
- c) In the event that any requested re-allocation of Sub-Project funding is not approved, the amount of the City's contribution payable pursuant to Section 3.1 (Contribution by the City) may be reduced by the amount of the requested re-allocation. If the contribution payable by the City pursuant to Section 3.1 (Contribution by the City) is so reduced, the Parties agree to review the effects of such reduction on the overall implementation of the Sub-Project and to adjust the terms and conditions of this Agreement as appropriate.

3.5 CHANGES DURING THE LIFE OF THE SUB-PROJECT

- a) Where a change to this Agreement is contemplated, the Sub-Agreement Holder will submit to the City a written request for a change.
- b) Where the change is approved by the City, the Parties will execute the corresponding amendment to the Agreement in accordance with Section 17.14 (Amendments).

3.6 INABILITY TO COMPLETE PROJECT

- a) If, at any time during the term of this Agreement, one or all of the Parties determine that it will not be possible to complete the Sub-Project for any reason, the Party will immediately notify the other Party of that determination and the City may suspend its funding obligation.
- b) The Sub-Agreement Holder will, within twenty (20) Working Days of a request from the City, provide a summary of the measures that it proposes to remedy the situation. If the City is not satisfied that the measures proposed will be adequate to remedy the situation, then this will constitute an Event of Default under Section 14 (Default) and the City may declare a default pursuant to Section 14 (Default).

4. SUB-AGREEMENT HOLDER REPRESENTATIONS AND WARRANTIES

The Sub-Agreement Holder represents and warrants to the City that:

- a) the Sub-Agreement Holder has the capacity and authority to enter into and execute this Agreement as duly authorized by its Board;
- b) the Sub-Agreement Holder has the capacity and authority to carry out the Sub-Project;
- c) the Sub-Agreement Holder has the requisite power to own the Assets or it will secure all necessary rights, interest, and permissions to carry out the Sub-Project during the Asset Disposal Period;
- d) this Agreement constitutes a legally binding obligation of the Sub-Agreement Holder, enforceable against it in accordance with its terms and conditions;
- e) it has provided the City with a true and accurate list of all amounts owing to the Government of Canada under legislation or funding agreements which were past due and in arrears at the time of the Sub-Agreement Holder's application for funding under the Program named in this Agreement;
- f) all information submitted to the City as set out in this Agreement is true, accurate, and was prepared in good faith to the best of its ability, skill, and judgment;
- g) any individual, corporation or organization that the Sub-Agreement Holder has hired, for payment, who undertakes to speak to or correspond with any employee or other person representing Canada on the Sub-Agreement Holder's behalf, concerning any matter relating to the contribution under this Agreement or any benefit hereunder and who is required to be registered pursuant to the federal *Lobbying Act*, is registered pursuant to that Act;
- h) the Sub-Agreement Holder has not and will not make a payment or other compensation that is contingent upon or is calculated upon the contribution hereunder or the negotiation of the whole or any part of the terms and conditions of this Agreement to any individual, or corporation or organization with which that individual is engaged in doing business with, who is registered pursuant to the federal *Lobbying Act*;
- i) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Sub-Agreement Holder, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Sub-Agreement Holder's ability to carry out the activities contemplated by this Agreement. The Sub-Agreement Holder will inform Canada and the City immediately if any such action or proceedings are threatened or brought during the term of this Agreement; and
- j) the Sub-Agreement Holder is in good standing under the laws of the jurisdiction in which it is required to be registered.

5. THIRD PARTY CONTRACT PROCEDURES

5.1 AWARDING OF THIRD PARTY CONTRACTS

- a) The Sub-Agreement Holder will ensure that Third Party Contracts are awarded in a way that is transparent, competitive, consistent with value-for-money principles, or in a manner otherwise acceptable to the City and Canada, and if applicable, in accordance with the Canadian Free Trade Agreement and international trade agreements.
- b) If the City or Canada determines that the Sub-Agreement Holder has awarded a Third Party Contract in a manner that is not in compliance with (a), upon notification to the Sub-Agreement Holder, the City or Canada may consider the expenditures associated with the Third Party Contract to be ineligible.
- c) In addition to any other remedy available to the City under this Agreement, if the City or Canada considers the expenditures associated with a Contract to be ineligible, the Sub-Agreement Holder will repay to the City or Canada (as the City may direct) any funds that have been paid for Eligible Expenditures in relation to the Third Party Contract, at the City's discretion.

5.2 CONTRACT PROVISIONS

- a) The Sub-Agreement Holder will ensure that all Third Party Contracts are consistent with, and incorporate, the relevant provisions of this Agreement. More specifically but without limiting the generality of the foregoing, the Sub-Agreement Holder agrees to include terms and conditions in all Third Party Contracts to ensure that:
 - i. the Third Party will keep proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers, in respect of the Sub-Project for at least six (6) years after the Agreement End Date and that the Sub-Agreement Holder or the City has the contractual right to audit them;
 - ii. all applicable labour, environmental, and human rights legislation are respected; and
 - iii. Canada, the Auditor General of Canada, and their designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of the Third Party Contract and any records and accounts respecting the Sub-Project and will have free access to the Sub-Project sites and to any documentation relevant for the purpose of audit.
- b) The Sub-Agreement Holder will not subcontract the performance of any of its duties or responsibilities in managing the Sub-Project to another party without the prior written consent of the City, unless the Sub-Agreement Holder has already indicated in the approved Sub-Project Description attached to this Agreement that it intends to use a third party subcontractor or subcontractors to perform those duties or responsibilities.

6. ENVIRONMENTAL AND IMPACT ASSESSMENT

The Sub-Agreement Holder represents and warrants that there are no requirements under applicable federal environmental or impact assessment legislation for the Sub-Project.

7. INDIGENOUS CONSULTATION

The purpose of the Veteran Homelessness Program is to prevent and reduce veteran homelessness in Canada. Based on the program design, new capital construction and cost of purchasing land are ineligible activities. Given that the program is designed to deliver services and supports to veterans based on individual needs, Canada has determined that a Duty to Consult would not be triggered.

8. CLAIMS AND PAYMENTS

8.1 PAYMENT CONDITIONS

- a) The City will not pay interest for failing to make a payment under this Agreement.
- b) The City will not pay any claims submitted after the Final Claim Date, unless otherwise accepted by the City.
- c) The City will not pay any claims until the requirements under Schedule C (Reporting Requirements) are, in the City's opinion, satisfied to the extent possible at the time the claim is submitted to the City.
- d) All Eligible Expenditures must:
 - i. be reasonable in the opinion of the City and directly related to the Sub-Project, as determined by the City;
 - ii. be incurred between the date this Agreement comes into effect, and the Effective Date and the Agreement End Date.

8.2 TERMS OF PAYMENT

- a) The City will perform, prior to this Agreement and whenever needed, an assessment of the Sub-Agreement Holder's capacity to manage this Agreement and achieve results. The assessment produces a risk level which determines how the agreement will be managed.

- b) For this Agreement, the City will make payments of its contribution by way of Advance Payments. Each payment will cover a Quarterly period (hereinafter referred to as the "Payment Period") during the Sub-Project Period.
- c) Subject to article 8.2.a), the City may, at any time and in its sole discretion, change the basis of payments of its contribution to the Sub-Agreement Holder to Advance Payments or Progress Payments for any period during the Sub-Project Period.
- d) Subject to article 8.2.a), the City may, at any time and in its sole discretion, change the Payment Period to quarterly or annually based on the determined risk level associated with the Agreement.
- e) Where the City decides to make a payment change pursuant to article 8.2.c) or 8.2.d), the City will notify the Sub-Agreement Holder in writing of the change and of the period during which the change will be applicable.

8.3 ADVANCE PAYMENTS

- a) The City may, at the City's sole discretion, pay to the Sub-Agreement Holder the first Advance Payment subject to the following:
 - i. The Sub-Agreement Holder will submit to the City a written request for Advance Payment for the first Advance Payment, in the form required by the City, including a breakdown of cash flow requirements, to the City's satisfaction.
- b) The City may, at the City's sole discretion, pay to the Sub-Agreement Holder subsequent Advance Payments subject to the following:
- c) The Sub-Agreement Holder will submit to the City a request for Advance Payment, which must include the following, to the City's satisfaction:
 - i. a breakdown of the Eligible Expenditures of the Sub-Project incurred and paid, for the period starting from the end of the last cash flow received by the Sub-Agreement Holder, in the form set out by the City;
 - ii. an updated forecast of Sub-Project expenditures;
 - iii. an activity report describing the work completed on the Sub-Project during the Payment Period;
 - iv. supporting documentation for Eligible Expenditures incurred and paid, if requested by the City;
 - v. any reporting due in accordance with Schedule C (Reporting Requirements);
- d) If the amount of Advance Payments paid exceeds the actual cumulative amount of Eligible Expenditures incurred and paid by the Sub-Agreement Holder at the time of the request for the subsequent Advance Payment, the City will treat the excess as an overpayment in accordance with Section 3.2 (d) (Commitments by the Sub-Agreement Holder).
- e) Each advance will cover the Sub-Agreement Holder's estimated financial requirements for each Payment Period. Such estimate will be based upon a cash flow forecast that, in the opinion of the City, is reliable and up-to-date.
- f) If there is interest earned on the Advance Payments, such interest is deemed to be part payment of the City's contribution and will be taken into account in the calculation of the final payment by the City, or repayment by the Sub-Agreement Holder, as may be appropriate in the circumstances.
- g) The City may withhold any Advance Payment due to the Sub-Agreement Holder under this Agreement if
 - i. the Sub-Agreement Holder has failed to submit when due any document required by the City under this Agreement; or
 - ii. pending the completion of an audit of the Sub-Agreement Holder's books and records, should the City or Canada decide to undertake such an audit.

8.4 PROGRESS PAYMENTS

- a) Where the City makes payments of its contribution to the Sub-Agreement Holder by way of Progress Payments, each Progress Payment will cover the Sub-Agreement Holder's actual Eligible Expenditures incurred during the Payment Period as approved by the City following submission by the Sub-Agreement Holder of the progress claim.
- b) Within thirty (30) Calendar Days following the end of each Payment Period, the Sub-Agreement Holder will submit progress claims to the City covering the Sub-Agreement Holder's Eligible Expenditures in a form acceptable to the City. Each progress claim must include the following:
 - i. a breakdown of Eligible Expenditures claimed, in accordance with Schedule B.2 (Sub-Project Budget) and a listing of invoices or supporting documentation for Eligible Expenditures being claimed, in the form set out by the City;
 - ii. an updated forecast of Sub-Project expenditures;
 - iii. an activity report describing the work completed on the Sub-Project during the Payment Period; and
 - iv. any reporting due in accordance with Schedule C (Reporting Requirements);
 - v. a report identifying all Contracts with Third Parties;
 - vi. upon request by the City, any other documentation in support of Eligible Expenditures claimed.
- c) The City will make a payment upon review and acceptance of a progress claim, subject to the terms and conditions of the Agreement.

8.5 FINAL CLAIM AND FINAL ADJUSTMENTS

- a) The Sub-Agreement Holder will submit a final claim to the City by the Final Claim Date covering the Sub-Agreement Holder's Eligible Expenditures in a form acceptable to the City. The final claim must include the following:
 - i. a breakdown of Eligible Expenditures claimed, in accordance with Schedule B.2 (Sub-Project Budget) and a listing of invoices or supporting documentation for Eligible Expenditures being claimed, in the form set out by the City;
 - ii. confirmation of the Total Financial Assistance in accordance with Section 3.2 c) (Commitments by the Sub-Agreement Holder).
 - iii. an activity report describing the work completed on the Sub-Project during the Sub-Project Period; and
 - iv. any reporting due in accordance with Schedule C (Reporting Requirements);
 - v. a report identifying all Contracts with Third Parties;
 - vi. upon request by the City, any other documentation in support of Eligible Expenditures claimed.
- b) Upon receipt of the final claim, but before issuing the final payment, the Parties will jointly carry out a final reconciliation of all claims and payments in respect of the Sub-Project and make any adjustments required in the circumstances.

8.6 WITHHOLDING OF CONTRIBUTION

- a) The City may retain a holdback of an amount up to 10% of its maximum contribution pending:
 - i. receipt and verification by the City of a final claim for the last Payment Period where advances have been made,
 - ii. receipt and acceptance by the City of the final report for the Sub-Project that the Sub-Agreement Holder is required to submit to the City under the terms of this Agreement, and
 - iii. receipt of any other Sub-Project-related record e.g. reporting requirements that may be required by the City.
- b) Any amount withheld by the City will be released when the final adjustments have been completed under Section 8.5 (Final Claim and Final Adjustments) and the Sub-Agreement Holder fulfils all its obligations under this Agreement.

9. REPORTING

- a) Any Sub-Project and performance reporting requirements will be undertaken and completed in accordance with Schedule C (Reporting Requirements).
- b) The Sub-Agreement Holder will provide the following information one year after the Agreement End Date:
 - i. Whether the veteran remained housed at 12 months following housing placement or housing loss prevention intervention;
 - ii. Whether the veteran did not maintain housing (and reason) at 12 months following housing placement or housing loss prevention intervention.

10. AUDIT, EVALUATION, AND MONITORING FOR COMPLIANCE

10.1 SUB-AGREEMENT HOLDER AUDIT

The City or Canada may, at their discretion, conduct a Sub-Agreement Holder audit related to this Agreement during the term of this Agreement and up to six (6) years after the Agreement End Date, in accordance with the Canadian Auditing Standards and Section 17.3 (Accounting Principles).

10.2 INTENTIONALLY OMITTED

10.3 EVALUATION

- a) The Sub-Agreement Holder agrees to cooperate with the City in the conduct of any evaluation of the Sub-Project and/or the Program named in this Agreement that the City or Canada may carry out during the Sub-Project Period or within a period of three (3) years after the term of this Agreement.
- b) The Sub-Agreement Holder will provide the City or Canada with the contact information of an authorized project official or project participant, if requested by the City or Canada to do so for the purpose of conducting an evaluation.
- c) The Sub-Agreement Holder will provide the City or Canada with the contact information of a person referred to in paragraph b) only if the person has given their written consent to the release of the information to Canada and the City. The Sub-Agreement Holder agrees to make all reasonable efforts to secure such consent during the Sub-Project Period and thereafter. When providing a person's contact information to Canada or the City, the Sub-Agreement Holder will provide Canada or the City with an accompanying written statement certifying that the person has given their consent to the sharing of their contact information with Canada and the City.
- d) All evaluation results will be made available to the public, subject to all applicable laws and policy requirements.

10.4 CORRECTIVE ACTION

The Sub-Agreement Holder agrees to ensure that prompt and timely corrective action is taken in response of any audit findings and recommendations conducted in accordance with this Agreement.

10.5 RECORD KEEPING

- a) The Sub-Agreement Holder will keep proper and accurate financial accounts and records, including but not limited to this Agreement and amending agreements, Third Party Contracts, invoices, statements, receipts, and vouchers, in respect of the Sub-Project, for at least six (6) years after the Agreement End Date.
- b) The Sub-Agreement Holder will keep proper records of all Sub-Project-related activity including but not limited to Sub-Project details, Sub-Project results, progress and evaluation reports and reports of Sub-Project reviews or audits carried out by, or on behalf of, the Sub-Agreement Holder for at least six (6) years after the Agreement End Date.

10.6 ACCESS

The Sub-Agreement Holder will provide the City (and its designated representatives) and Canada (and its designated representatives) with reasonable and timely access, at

no cost, to the Sub-Project sites, facilities, and any documentation for the purposes of audit, evaluation, inspection and monitoring compliance with this Agreement.

11. COMMUNICATIONS

11.1 COMMUNICATIONS PROTOCOL

The Parties will comply with Schedule D (Communications Protocol).

11.2 RECOGNITION OF CANADA'S AND THE CITY'S CONTRIBUTION

The Sub-Agreement Holder will acknowledge Canada's and the City's contribution in all signage and public communication produced as part of the Sub-Project or Agreement, in a manner acceptable to Canada, unless Canada communicates in writing to the Sub-Agreement Holder that this acknowledgement is not required.

11.3 PUBLIC INFORMATION

The Sub-Agreement Holder acknowledges that the following may be made publicly available by Canada or the City:

- i. its name;
- ii. where its head office is located or where it carries on business;
- iii. the Agreement and the purpose of the Agreement;
- iv. the Effective Date of the Agreement;
- v. the amount awarded by Canada or the City;
- vi. the project results; and
- vii. any evaluation or audit report and other reviews related to this Agreement.

11.4 OFFICIAL LANGUAGES

Where the Sub-Project is to be delivered to members of either language community, the Sub-Agreement Holder will:

- a) make any announcements to the public concerning the project in both official languages;
- b) actively offer Sub-Project related services to members of the public in both official languages;
- c) make available in both official languages any documents or other information for the general public relating to the Sub-Project;
- d) encourage members of both official language communities to participate in the Sub-Project; and,
- e) provide its services, when appropriate, in such a manner as to accommodate the specific needs of both official language communities.

12. INTELLECTUAL PROPERTY

- a) All intellectual property that arises in the course of the Sub-Project will vest in the Sub-Agreement Holder.
- b) The Sub-Agreement Holder will obtain the necessary authorizations, as needed, for the implementation of the Sub-Project, from third parties who may own the intellectual property rights or other rights in respect of the Sub-Project. Canada and the City will assume no liability in respect of claims from any third party in relation to such rights and to the Agreement.
- c) The Sub-Agreement Holder hereby grants to Canada and to the City a free of charge, non-exclusive, royalty-free, perpetual, worldwide and irrevocable license to exercise the intellectual property rights including to collect, retain, use, reproduce, communicate, modify, disclose, translate, publish, and distribute, in whole or in part, information related to the Sub-Project including reports, photos and videos provided by the Sub-Agreement Holder, for promotional, informational and reporting purposes, in relation to this Agreement, in any form and by any medium, for any purpose directly or indirectly related to the Sub-Program or any other future program administered by Canada or the City.

- d) The license granted under section 12(c) will be for the duration of the copyright and will include:
 - i. the right to sub-license the use of the work to any contractor engaged by Canada or the City solely for the purpose of performing contracts with Canada or the City; and
 - ii. the right to distribute the work outside the City's Housing Stability Services area, and outside Canada's Department of Housing, Infrastructure and Communities, as long as the distribution does not undermine any commercial use of the work intended by the Sub-Agreement Holder.
- e) The Sub-Agreement Holder agrees to execute any acknowledgements, agreements, assurances or other documents deemed necessary by the City or Canada to establish or confirm the license granted under section 12(c).
- f) Additionally, with respect to any work licensed under section 12.c), the Sub-Agreement Holder:
 - i. warrants that the work will not infringe on the copyrights of others;
 - ii. agrees to indemnify and save harmless Canada and the City from all costs, expenses and damages arising from any breach of any such warranty; and
 - iii. will include an acknowledgment, in a manner satisfactory to Canada, on any work which is produced by it with funds contributed by Canada under this Agreement, acknowledging that the work was produced with funds contributed by Canada and identifying the Sub-Agreement Holder as being solely responsible for the content of such work.
- g) The Sub-Agreement Holder will include in the final report for the Sub-Project, which the Sub-Agreement Holder is required to submit to the City under the terms of this Agreement, a copy of any work licensed under section 12(c).

13. DISPUTE RESOLUTION

- a) The Parties will keep each other informed of any issue that could be contentious by exchanging information and will, in good faith and reasonably, attempt to resolve potential disputes.
- b) Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the issue.
- c) Any payments related to the issue in dispute will be suspended, together with the obligations related to such issue, pending resolution.
- d) The Parties agree that nothing in this section will affect, alter or modify the rights of the City to terminate this Agreement.

14. DEFAULT

14.1 EVENTS OF DEFAULT

The following events constitute Events of Default under this Agreement:

- a) the Sub-Agreement Holder has not complied with one or more of the terms and conditions of this Agreement;
- b) the Sub-Agreement Holder has not completed the Sub-Project in accordance with the terms and conditions of this Agreement;
- c) the Sub-Agreement Holder has submitted false or misleading information to the City or made a false or misleading representation in respect of the Sub-Project or in this Agreement, except for an error in good faith, demonstration of which is incumbent on the Sub-Agreement Holder, to the City's satisfaction;
- d) the Sub-Agreement Holder has neglected or failed to pay the City any amount due in accordance with this Agreement;

- e) in the opinion of the City, there is a material adverse change in risk in the Sub-Agreement Holder's ability to complete the Sub-Project or to achieve the expected results of the Sub-Project.

14.2 DECLARATION OF DEFAULT

- a) The City may declare a default if:
 - i. in the City's opinion, one or more of the Events of Default occurs;
 - ii. the City gave notice to the Sub-Agreement Holder of the event which constitutes an Event of Default; and
 - iii. the Sub-Agreement Holder has failed, within thirty (30) Working days of receipt of the notice from the City, either to remedy the Event of Default or to notify the City and demonstrate, to the satisfaction of the City, that it has taken such steps as are necessary to remedy the Event of Default.

14.3 REMEDIES ON DEFAULT

In the event that the City declares a default under Section 14.2 (Declaration of Default), the City may exercise one or more of the following remedies, without limiting any remedy available to it at law:

- a) suspend any obligation by the City to contribute or continue to contribute funding to the Sub-Project, including any obligation to pay an amount owing prior to the date of such suspension;
- b) terminate any obligation of the City to contribute or continue to contribute funding to the Sub-Project, including any obligation to pay any amount owing prior to the date of such termination;
- c) require the Sub-Agreement Holder to reimburse the City all or part of the contribution paid by the City to the Sub-Agreement Holder;
- d) terminate the Agreement.

15. LIMITATION OF LIABILITY AND INDEMNIFICATION

15.1 DEFINITION OF PERSON

In this section, "Person" includes, without limitation, a person, the Sub-Agreement Holder, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees or agents.

15.2 LIMITATION OF LIABILITY

- a) In no event will the City, its councillors, officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
 - i. any injury to any Person, including, but not limited to, death, economic loss or infringement of rights;
 - ii. any damage to or loss or destruction of property of any Person; or
 - iii. any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation; in relation to this Agreement or the Sub-Project.
- b) The management and supervision of the Sub-Project are the sole and absolute responsibility of the Sub-Agreement Holder. The City's responsibility is limited to providing financial assistance to the Sub-Agreement Holder towards the Eligible Expenditures. The parties hereto declare that nothing in this agreement will be construed as creating a partnership, an employer-employee, or agency relationship between them. The Sub-Agreement Holder will not represent itself as an agent, employee or partner of the City.

15.3 INDEMNIFICATION

The Sub-Agreement Holder will at all times indemnify and save harmless the City, its councillors, officers, servants, employees or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in any

manner based upon or occasioned by:

- a) any injury to any Person, including, but not limited to, death, economic loss or any infringement of rights;
- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Agreement or Sub-Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of the Agreement by a councillor, officer, servant, employee or agent of the City in the performance of his or her duties.

16. ASSETS

- a) Assets acquired, purchased, constructed, rehabilitated or improved, in whole or in part, through the course of the Sub-Project will be the responsibility and remain the property of the Sub-Agreement Holder.
- b) The Sub-Agreement Holder will ensure that any Asset will be preserved, maintained, and used for the purposes of the Sub-Project, and that no Asset will be sold, leased, encumbered or otherwise disposed of, directly or indirectly, during the Asset Disposal Period, unless the Sub-Agreement Holder notifies the City in advance and in writing, and the City consents in advance and in writing to such Asset disposal.
- c) Upon alternate use or disposal of any Asset, which includes selling, leasing and encumbering, or otherwise disposing of, directly or indirectly, during the Asset Disposal Period, the Sub-Agreement Holder will reimburse the City, at the City's discretion, all or part of the contribution paid under this Agreement by the City to the Sub-Agreement Holder.
- d) At the end of the Sub-Project Period, or upon termination of this Agreement, if earlier, the City reserves the right to direct the Sub-Agreement Holder to dispose of any Capital Asset and applying the funds from the sale to offset project costs by:
 - i. selling it at fair market value and applying the funds realized from such sale to offset the City's contribution to the Eligible Expenditures;
 - ii. turning it over to another organization or to an individual designated or approved by the City; or
 - iii. disposing of it in such other manner as may be determined by the City.

17. GENERAL

17.1 PUBLIC BENEFIT

The Parties acknowledge that their contributions to the Sub-Project are meant to accrue to the public benefit.

17.2 SURVIVAL

The Parties' rights and obligations which, by their nature, extend beyond the termination of this Agreement, will survive any termination of this Agreement.

17.3 ACCOUNTING PRINCIPLES

All accounting terms will have the meanings assigned to them, all calculations will be made and all financial data to be submitted will be prepared, in accordance with the Generally Accepted Accounting Principles (GAAP) in effect in Canada as defined in the Chartered Professional Accountants (CPA) Canada Handbook - Accounting or, where applicable, the CPA Canada Public Sector Accounting Handbook.

17.4 DEBTS DUE TO THE MUNICIPALITY

Any amount owed to the City under this Agreement by the Sub-Agreement Holder will constitute a debt due to the City, which the Sub-Agreement Holder will pay to the City forthwith on demand.

17.5 INTEREST ON DEBTS DUE TO THE MUNICIPALITY

Debts due to the City by the Sub-Agreement Holder will accrue reasonable interest as determined by the City's Treasurer.

17.6 SET-OFF BY THE CITY

Any debt due to the City by the Sub-Agreement Holder may be set off against any amounts payable by the City to the Sub-Agreement Holder under this Agreement.

17.7 MEMBERS OF CITY COUNCIL

No member of the City's Council will be admitted to any share or part of this Sub-Agreement, or to any benefit arising from it that is not otherwise available to the public. The Sub-Agreement Holder will promptly inform the City should it become aware of the existence of any such situation.

17.8 CONFLICT OF INTEREST

No current or former City employee or City councillor to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of the City applies will derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes. The Sub-Agreement Holder will promptly inform the City should it become aware of the existence of any such situation.

17.9 NO AGENCY, PARTNERSHIP, JOINT VENTURE, ETC.

- a) No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between the City and the Sub-Agreement Holder or between the City and a Third Party.
- b) The Sub-Agreement Holder will not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of the City.

17.10 NO AUTHORITY TO REPRESENT

Nothing in this Agreement is to be construed as authorizing any person, including a Third Party, to contract for or to incur any obligation on behalf of the City or Canada, or to act as an agent for the City or Canada. The Sub-Agreement Holder will take the necessary action to ensure that any Third Party Contract between the Sub-Agreement Holder and any Third Party contains a provision to that effect.

17.11 ASSIGNMENT

The Sub-Agreement Holder will not transfer or assign its rights or obligations under this Agreement without the prior written consent of the City. Any attempt by the Sub-Agreement Holder to assign any of the rights, duties or obligations of this Agreement without the City's express written consent is void.

17.12 COUNTERPART SIGNATURE

This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts (including by electronic signature, facsimile or other means of electronic transmission, such as by electronic mail in "PDF" form), with the same effect as if all Parties had signed and delivered the same document, and all counterparts will together constitute one and the same original document.

17.13 SEVERABILITY

If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between the Parties is found to be or becomes invalid or unenforceable, in whole or in part, and if both Parties agree, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

17.14 AMENDMENTS

This Agreement, including its schedules, can only be amended in writing by the Parties.

17.15 WAIVER

A Party may waive any of its rights under this Agreement only in writing. Any tolerance or indulgence demonstrated by the Party will not constitute a waiver.

17.16 NOTICE

- a) Any notice, information or required documentation provided for under this Agreement must be delivered in person or sent by mail, email, messenger or facsimile to the identified representatives of the Parties at the following coordinates, unless otherwise specified by the City:

The City:

Deputy City Manager – Social Health and Development
The Corporation of the City of London
355 Wellington St
London, Ontario
N6A 3N7
Email: kdickins@London.ca

Sub-Agreement Holder:

{insert Position}
{Insert service area}
{insert address for notice}
London, Ontario {insert postal code}
Email: {insert email}

- b) Such notice will be deemed to have been received:
- i. in person, when delivered;
 - ii. if sent by mail, email or facsimile, when receipt is acknowledged by the other Party; or
 - iii. if sent by messenger or registered mail, when the receiving Party has signed the acknowledgment of reception.
- c) If a Party changes its representative or the coordinates for that representative, it will advise the other Party as soon as possible.

17.17 COMPLIANCE WITH LAWS

The Sub-Agreement Holder will comply with all applicable laws and regulations and all requirements of regulatory bodies having jurisdiction over the subject matter of the Sub-Project. The Sub-Agreement Holder will obtain, prior to the commencement of the Sub-Project, all permits, licenses, consents and other authorizations that are necessary to the carrying out of the Sub-Project.

17.18 GOVERNING LAW AND FORUM

This Agreement is governed by, and is to be interpreted in accordance with, the applicable federal laws of Canada and the laws in force in Ontario. The Parties attorn to the jurisdiction of the Courts of Ontario, sitting in London Ontario, and all courts competent to hear appeals from the Courts of Ontario.

17.19 SUCCESSORS AND ASSIGNS

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

17.20 INDEPENDENT LEGAL ADVICE

The Parties acknowledge and agree that they have been given full opportunity to seek independent legal advice and if they chose to avail themselves of said opportunity, had independent legal advice to the full extent deemed necessary by each of them, and that they have not acted under any duress or undue influence in the negotiating, preparation and execution of this Agreement.

SIGNATURES

This Agreement has been executed on behalf of the City and on behalf of the Sub-Agreement Holder.

THE CORPORATION OF THE CITY OF LONDON

Signature

Print Name

Date of Signature

<INSERT CORPORATE NAME OF SUB-AGREEMENT HOLDER>

Signature*

Print Name, Position

Date of Signature

*I have the authority to bind the corporation.

Signature*

Print Name, Position

Date of Signature

*I have the authority to bind the corporation.

SCHEDULE A1: ELIGIBLE AND INELIGIBLE EXPENDITURES

Eligible and ineligible activities, expenditures, and program expectations are outlined in the Veteran Homelessness Program Directives, listed on the Canada website. The City will notify the Sub-Agreement Holder in writing of any changes to the Veteran Homelessness Program Directives and of the period during which the change will be applicable.

Eligible Expenditures must:

- be reasonable and directly related to the Sub-Project, as determined by the City or Canada; and
- be incurred between [Insert date] – [Insert Date]

Eligible Expenditures can be cash-equivalent expenditures associated with In-Kind Contributions. These expenditures may be reimbursed so long as the following three criteria are met:

1. The associated costs are deemed as Eligible Expenditures and have been approved by the City;
2. The associated costs are not a donation received from a third party; and
3. The associated costs are related to goods, services or other support that would otherwise be purchased and paid for by the Sub-Agreement Holder as essential for the Sub-Project.

In-Kind Contributions received from a third party are considered donations and may form part of the total Eligible Expenditures of the Sub-Project, but are not reimbursable.

SCHEDULE B – THE SUB-PROJECT

SCHEDULE B1: SUB-PROJECT DESCRIPTION

Sub-Project Start Date	Sub-Project End Date
[Insert Date]	[Insert Date]

Agreement Start Date	Agreement End Date
[Insert Date]	[Insert Date]

B1.1 Veteran Homelessness Program Description

The Government of Canada and the City are committed to preventing and reducing Veteran homelessness in Canada and in London / Middlesex. Veterans have served our country courageously and they deserve a safe and affordable place to call home.

In taking action to address the fact that there is an estimated more than 2,000 Veterans experiencing homelessness every year, the Government of Canada is launching a dedicated Veteran Homelessness Program.

The purpose of the Veteran Homelessness Program is to prevent and reduce Veteran homelessness in Canada. The program delivers contributions funding through two streams: the Services and Supports Stream and the Capacity Building Stream. The Services and Supports Stream focuses on the delivery of rent supplements and wrap-around services (such as counselling and addiction treatment) to Veterans experiencing or at imminent risk of homelessness. The Capacity Building Stream focuses on research and improved data collection on Veteran homelessness, as well as increased capacity of organizations to deliver tailored initiatives to address the needs of Veterans experiencing or at risk of homelessness.

B1.2 Sub-Project Description

{insert description of the Sub-Agreement Holder's Sub-Project }. The Sub-Project is designed to...

B1.3 Sub-Project Objective(s)

From [Insert Date] – [Insert Date] the Sub-Agreement Holder will ...

In addition, the Sub-Agreement Holder will be responsible for ensuring data collection processes are in place to enable the capture and reporting of the performance indicators used to measure the achievement of Sub-Project outcomes.

B1.4 Activities

The Sub-Agreement Holder will engage in the following activities:

{insert Activities of the Sub-Agreement Holder's Sub-Project }

- Implement Veteran identification within Coordinated Access intake, ensuring all individuals entering the system through shelters, outreach, or CA intake are screened for Veteran status, with self-disclosures verified through Veterans Affairs Canada (VAC) to ensure accuracy and appropriate prioritization.

B1.5 Expected Results

a) Sub-Project Outcomes

In order to illustrate how the Sub-Project will contribute to reducing veteran homelessness, the Veteran Homelessness Program (Federal) Sub-Program Agreement Template

Sub-Agreement Holder will collect performance data and report on the following performance indicators that the Sub-Project will contribute to:

- Number of Veterans experiencing homelessness who receive rent supplements;
- Number of Veterans at risk of homelessness receive rent supplements;
- Percentage of Veterans who remained housed or successfully exited the Program 12 months following receipt of a rent supplement.

This data is collected only for the purpose of performance measurement and reporting to Canadians.

b) Reporting, Deliverables, and Timelines

The Sub-Project will run from [Insert Date] – [Insert Date]. During this period, the following will be shared with HICC representatives in accordance with the Articles of agreement and Schedules:

Within 30 calendar days of the effective date:

- A written request for Advance payment and Cashflow.

Within 30 calendar days following the end of each Payment Period:

- A progress claim covering the eligible expenditures in a form acceptable to HICC.

Within 30 calendar days following the end of each Reporting Period:

- A annual financial report containing a statement of revenue and expenditures *and if applicable*, a report identifying all Sub-Agreement Holders and MOUs approved.
- A annual results report for each Project and/or sub-project in a manner prescribed by Canada.

The earlier of 60 days after the project end date:

- A Final Report outlining the project including the results and achievements of the project against project objectives over the course of the Agreement will be provided.

SCHEDULE B2: SUBPROJECT BUDGET

B2.1 Sub-Project Budget

[Insert Budget]

SCHEDULE B3: BUDGET FLEXIBILITY

B3.1 The Sub-Agreement Holder may, except in cases specified in section B3.2, make adjustments to its allocation of funds between any of the cost categories identified in the Sub-Project Budget. However, where the Sub-Agreement Holder makes an adjustment, it shall notify the City promptly in writing of the adjustment.

B3.2 The Sub-Agreement Holder will obtain the City’s written approval prior to making an adjustment to the Sub-Project Budget that increases or decreases the subtotal amount budgeted for:

- a) any cost category identified with an asterisk (*) by any amount, or
- b) any other cost category by more than 10%.

B3.3 Written approval by the City of adjustments made under section B3.2 may be required to be documented by way of a formal amending agreement signed by both parties.

SCHEDULE B4: REPORTING AND CLAIM SCHEDULES

B4.1 Reporting Schedule for Advance Payments

Payment Period	Required Documents	Document Due Date	Payment Date
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Advance Payment 1	A written request for Advance Payment and Cashflow (as described in section 8.3)	Within thirty (30) calendar days of the effective date	Within thirty (30) calendar days of approval of requested documents by the City
Subsequent Payments	Request for Advance Payment (as described in section 8.3)	On or before April 30 th July 31 st October 31 st January 31 st	Within thirty (30) calendar days of approval of requested documents by the City
Holdback Payment	(As described in section 8.6)	Within sixty (60) calendar days of project completion	Within thirty (30) calendar days of approval of requested documents by the City

B4.2 Claim Frequency

Payment Period	Required Documents	Frequency	Payment Date
First Claim	Progress claim (as described in section 8.4)	Within thirty (30) calendar days of the end of the first Payment Period	Within thirty (30) calendar days of approval of requested documents by the City
Subsequent Claims	Progress claim (as described in section 8.4)	Within thirty (30) calendar days following the end of each Payment Period	Within thirty (30) calendar days of approval of requested documents by the City
Final Claim	Final Claim (As described in section 8.5)	Final Claim Date May 30, 2028 after the Project End Date	Within thirty (30) calendar days of approval of requested documents by the City

SCHEDULE C – REPORTING REQUIREMENTS

SCHEDULE C1: ANNUAL FINANCIAL REPORTS

C1.1 Within one hundred (100) calendar days following the end of each Reporting Period during the Sub-Project Period, the Sub-Agreement Holder will provide to the City, in a manner prescribed by the City, a financial report containing,

- a) a statement setting out
 - i. the total amount received from the City under this Agreement during the Reporting Period,
 - ii. the total revenue received from other sources for the Sub-Project during the Reporting Period, including cash and the value of in-kind contributions,
 - iii. the total amount of GST/HST rebates and interest earned by the Sub-Agreement Holder during the Reporting Period on advances of the City's contribution if the amount of interest earned is in excess of one hundred dollars (\$100), and
 - iv. the amounts realized during the Reporting Period from the disposition of any Capital Assets that had been originally purchased with funds from the City's contribution under this Agreement, and
- b) an itemized statement setting out, by expenditure category as per the Sub-Project Budget, the total amount of the expenditures incurred during the Reporting Period in relation to the Sub-Project.
- c) a report identifying all Contracts with Third Parties and MOUs approved by the Sub-Agreement Holder to date.

C1.2 Failure on the part of the Sub-Agreement Holder to submit financial reports within the time period set out in **C1.1** may result in the City withholding payment of an advance or Progress Payment in accordance with section 8.3 or withholding payment of any holdback retained by the City in accordance with section 8.6.

C1.3 The Sub-Agreement Holder is required to provide to the City an audited annual financial report for the final Fiscal Year, at the end of the Sub-Project Period.

SCHEDULE C2: RESULTS REPORT

C2.1 Within thirty (30) Calendar days following the end of each Reporting Period during the Sub-Project Period, the Sub-Agreement Holder will provide to the City a results report for each Sub-Project, in a manner prescribed by the City. The results report must include the following information:

- a) Data on performance indicators listed in Schedule B.1 (Sub-Project Description) compared to the start of the Sub-Project.
- b) Sub-Project results data anonymized for each unique Veteran including:
 - i. Number of Veterans served
 - ii. Whether the Veteran was placed into housing
 - iii. Whether the Veteran was at risk of housing loss and maintained housing
 - iv. Whether the Veteran remained housed at 12 months following housing placement or housing loss prevention intervention
 - v. Whether the Veteran did not maintain housing (and reason) at 12 months following housing placement or housing loss prevention intervention
 - vi. Whether the Veteran received rental assistance
 - a. Total dollar amount received of rental assistance
 - b. Period of rental assistance (number of months)
 - vii. Geographic location / Client location
 - viii. Whether the Veteran identifies under the following demographics (based on voluntary disclosure):
 - a. Gender
 - b. 2SLGBTQI+ identity

- c. Age
 - d. Indigenous Status
 - e. Person with disabilities
 - f. Racialized minorities
 - ix. Whether the Veteran received the following wrap around services:
 - a. Housing Placement and set-up
 - b. Prevention and/or shelter diversion
 - c. Health and medical service
 - d. Economic Integration supports (i.e. job training, education etc.)
 - e. Social and community integration services
 - x. Whether any of the wrap around services were: Indigenous-specific supports
 - xi. Whether the Veteran served in Canadian Armed Forces and/or RCMP
 - xii. Whether the Veteran was referred to Veterans Affairs Canada services
 - xiii. Whether the Veteran is already an existing Veterans Affairs Canada client.
- c) The Sub-Agreement Holder will ensure that appropriate data collection processes are in place to enable the capture and reporting of the performance indicators and results used to measure the achievement of Sub-Project outcomes.
- d) Failure on the part of the Sub-Agreement Holder to submit results reports within the thirty (30) Calendar days following the end of each Reporting Period may result in the City withholding payment of an advance or Progress Payment in accordance with section 8.3 or withholding payment of any holdback retained by the City in accordance with section 8.6.

SCHEDULE C3: FINAL REPORT

C3.1 The Sub-Agreement Holder will submit a final report to the City with the final claim. The final report will include:

- a) a general description of the Sub-Project's major achievements, including any variations to the original activities and timelines;
- b) updated data on performance indicators listed in Schedule B.1 (Sub-Project Description) compared to the start of the Sub-Project. The Sub-Agreement Holder will ensure that appropriate data collection processes are in place to enable the capture and reporting of the performance indicators used to measure the achievement of Sub-Project outcomes; and
- c) lessons learned about how issues were addressed or solutions were found.

SCHEDULE D – COMMUNICATIONS PROTOCOL

SCHEDULE D1: COMMUNICATIONS PROTOCOL

D1.1 The Sub-Agreement Holder hereby agrees that a public announcement with respect to this Agreement and subsequent communication opportunities (e.g. funding announcement) may be made by Canada, the City, or delegates in the form of a press release, press conference or otherwise and that all reasonable and necessary assistance in the organization of the public announcement, as the City or Canada sees fit, shall be provided.

D1.2 The Sub-Agreement Holder shall notify the City twenty (20) working days in advance of initial and subsequent official ceremonies or event related to the announcement of the funding of the Sub-Project. The City and Canada reserve the right to approve the time, place and agenda of the ceremony as well as the participation of the City's Mayor and/or Federal Minister or delegate to the ceremony or event.

D1.3 The Sub-Agreement Holder shall notify the City and Canada fifteen (15) working days in advance of publications, advertising and press releases planned by the Sub-Agreement Holder or by a Third Party with whom it has an agreement relating to the Sub-Project. The City and Canada and Sub-Agreement Holder joint publication material needs to be approved by Canada and the City prior to the release.

D1.4 The Sub-Agreement Holder shall ensure that in any and all communication activities, publications, advertising and press releases regarding the Sub-Project, recognition, in terms and in a form and manner satisfactory to Canada and the City, are given to Canada's financial assistance to the Sub-Project.

D1.5 The Sub-Agreement Holder agrees to display signs, plaques or symbols as Canada or the City may provide in locations on their premises as Canada or the City may respectively designate. The Sub-Agreement Holder agrees to recognize federal funding through the use of a digital sign or the Canada wordmark and the following wording, "This project is funded in part by the Government of Canada" or "This project is funded by the Government of Canada", when creating a website or webpage to promote or communicate progress on a funded Sub-Project or Sub-Projects.

D1.6 The Sub-Agreement Holder shall cooperate with representatives of the City or Canada during any official news release or in-person and virtual media events relating to the announcement of the Sub-Project.

SCHEDULE E – REDISTRIBUTION OF FUNDING TOWARDS SUB-PROJECTS

SCHEDULE E1: CONTRACTS WITH THIRD PARTIES

E1.1 When the Sub-Agreement Holder provides funding to a Third Party to support the costs of a Sub-Project, the Sub-Agreement Holder will ensure that there is a written Third Party Contract between it and the Third Party that sets out the terms and conditions under which the Sub-Agreement Holder is providing funding to the Third Party.

E1.2 The Sub-Agreement Holder will ensure that the Third Party Contract is consistent with and no less favourable to Canada and the City than this Agreement. Without limiting the generality of the foregoing, the Sub-Agreement Holder agrees to include the following terms and conditions in all Third Party Contracts with Third Parties:

- i. an identification of the Third Party (proper legal name and address);
- ii. the maximum amount payable and the costs of the Sub-Project eligible for reimbursement;
- iii. Paragraph 3.2 a) (Commitments by the Sub-Agreement Holder)
- iv. Section 3.6 (Inability to Complete Project)
- v. Section 4 (Sub-Agreement Holder Representations and Warranties)
- vi. Section 5 (Contract Procedures)
- vii. Section 6 (Environment and Impact Assessment)
- viii. Section 7 (Indigenous Consultation)
- ix. Section 10 (Audit, Evaluation and Monitoring for Compliance)
- x. Section 11 (Communications)
- xi. Section 14 (Default)
- xii. Section 15 (Limitation of Liability and Indemnification)
- xiii. Section 16 (Assets)
- xiv. Section 17.2 (Survival)
- xv. Section 17.3 (Accounting Principles)
- xvi. Section 17.7 (Members of the House of Commons and the Senate)
- xvii. Section 17.8 (Conflict of Interest)
- xviii. Section 17.9 (No Agency, Partnership, Joint Venture, etc.)
- xix. Section 17.10 (No Authority to Represent)
- xx. Section 17.17 (Compliance with Laws)
- xxi. Schedule B (The Project)
- xxii. Schedule C (Reporting Requirements):
 - a. The Sub-Agreement Holder will provide the City with the information it requires to complete and deliver the reports described in Schedule C (Reporting Requirements), where applicable.
- xxiii. Schedule D (Communications Protocol)

SCHEDULE E2: AWARDING OF FUNDING TO THIRD PARTIES

E2.1 The Sub-Agreement Holder will further distribute the City's contribution to the Third Party for Eligible Expenditures incurred by the Third Party in accordance with the activities as described in Schedule B (The Sub-Project).

E2.2 The Sub-Agreement Holder will not receive any product, payment, service or benefit from a Third Party in return for the provision of such funding.

E2.3 The Sub-Agreement Holder will not be acting as an agent of Canada or the City in the provision of funding.

E2.4 The Sub-Agreement Holder agrees to enforce the terms and conditions of the Third Party Contract and agrees that no default under such agreement will constitute a defence to any default of the Sub-Agreement Holder hereunder.

E2.5 The Sub-Agreement Holder hereby confirms that it carried out a clear, transparent and open decision-making process regarding the Third Party to be funded.

E2.6 The Sub-Agreement Holder agrees that the failure by the Sub-Agreement Holder to include the clauses set out in Schedule E1 of this Agreement in a Third Party Contract will not constitute a defence to any default of the Sub-Agreement Holder hereunder.

E2.7 If Canada or the City determines that the Sub-Agreement Holder has entered into a Third

Party Contract in a manner that is not in compliance with the foregoing or any other aspect of the Sub-Agreement Holder's relationship with a Third Party is not in compliance with the foregoing, upon notification to the Sub-Agreement Holder, the City may consider the expenditures associated with that Third Party Contract to be ineligible

SCHEDULE E3: SUB-PROJECT SELECTION PROCESS

E3.1 The Sub-Agreement Holder will put into place a process satisfactory to the City for ensuring that proposals for Sub-Projects to be funded with Canada's contribution, including Sub-Projects implemented directly by the Sub-Agreement Holder, are assessed and selected in an open, impartial and fair manner.

E3.2 The Sub-Agreement Holder will also put into place written operational policies and procedures relating to its financial management of the Sub-Project and its administration of Sub-Projects, and will provide a copy of those policies and procedures to the City, together with the names and positions of personnel within the Sub-Agreement Holder's organization with responsibilities for the financial management and decision making in connection with the carrying out of the responsibilities of the Sub-Agreement Holder under this Agreement. The Sub-Agreement Holder will notify Canada promptly of any changes in such personnel that occur.

E3.3 A Sub-Project will not be funded under this Agreement unless the organization demonstrates that it applies sound financial management practices and respects the highest level of integrity.

E3.4 A Sub-Project will not be funded under this Agreement if a review, audit or investigation conducted by the federal government, the government of a province, or a public body created under the law of a province (including the municipality) concludes to irregularities in the organization's financial management practices or raises integrity issues.

E3.5 The restriction in subsection E3.4 does not apply if an organization demonstrates that the irregularities and issues have been resolved and that measures have been diligently put in place to prevent reoccurrence.

SCHEDULE E4:

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SCHEDULE E5: PROVISION OF COPIES OF CONTRACTS

Upon request, the Sub-Agreement Holder will provide the City with a copy of any or all Third Party Contracts with Third Parties.

SCHEDULE E6: MONITORING AND AUDIT OF SUB-PROJECTS

E6.1 The Sub-Agreement Holder will exercise due diligence in the administration of its Third Party Contracts with Third Parties. Without limiting the generality of the foregoing, in exercising due diligence, the Sub-Agreement Holder will take appropriate measures for ensuring compliance by Third Parties and, with the terms and conditions of the Third Party Contract including:

- a) monitoring the Sub-Project through, as appropriate, periodic visits to the Sub-Project site or other means such as telephone calls and questionnaires,
- b) undertaking periodic audits or inspections of financial records to verify that costs claimed under the Third Party Contract were actually incurred and were in accordance with the Third Party Contract,
- c) furnishing the Sub-Agreement Holder with necessary advice, support and training to assist it in carrying out the Sub-Project and in realizing the objectives and achieving the results of the Sub-Project,
- d) where there are breaches of the Third Party Contract, taking appropriate measures to resolve the situation, including termination of the Third Party Contract with the Third Party or legal action to enforce compliance with the Third Party Contract, and
- e) in the case of a Third Party Contract with a Third Party, making all reasonable efforts to recover any overpayments under the Third Party Contract.

E6.2 The Sub-Agreement Holder will provide to the City, upon request, a report of any monitoring review or audit of a Sub-Project undertaken by the Sub-Agreement Holder.

E6.3 Where the City desires to exercise its right to audit the books and records of a Third Party or to monitor and inspect its Sub-Project, the City will notify the Sub-Agreement Holder of its desire to do so. The Sub-Agreement Holder will cooperate with the City in obtaining access to the Third Party's financial records and, if required by the City, will take all necessary steps to enforce the Sub-Agreement Holder's and Canada's and the City's right of access to the Third Party's records, including taking legal proceedings against the Third Party.