

Bill No. 207
2014

By-law No. A.- _____

A By-law to approve the Elderly Persons Centres Funding Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Citizenship and Immigration; and to authorize the Mayor and the City Clerk to execute the Agreement.

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

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

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

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

1. The agreement to be entered into between The Corporation of the City of London and Her Majesty the Queen in Right of Ontario as represented by the Minister of Citizenship and Immigration, attached as Schedule "1" to this By-law, is approved.
2. The Mayor and the City Clerk are authorized to execute the agreement approved under section 1 above.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on April 15, 2014.

Joe Fontana
Mayor

Catharine Saunders
City Clerk

First reading - April 15, 2014
Second reading - April 15, 2014
Third reading – April 15, 2014

SCHEDULE 1

Terms and Conditions of Receiving Funding under the *Elderly Persons Centres Act* (the "Agreement")

All Funds provided under the *Elderly Persons Centres Act* (EPCA) are governed by the terms and conditions set out below. By signing this Agreement the Elderly Persons Centre (EPC) is agreeing to be bound by these terms and conditions if such Funds are provided. In addition to these general terms and conditions, the Ontario Seniors Secretariat may specify other terms and conditions in subsequent correspondence with the EPC.

1. When used in this Agreement, the following terms will have the meanings ascribed to them below:
 - (a) "Budget" means the budget submitted by the EPC and approved in accordance with the EPCA;
 - (b) "Centre" means an "approved centre" as defined in section 1 of the EPCA;
 - (c) "EPC" or "Elderly Persons Centre" means an "approved corporation" as defined in section 1 of the EPCA;
 - (d) "EPCA" means *Elderly Persons Centres Act*, R.S.O. 1990, c. E.4, as amended;
 - (e) "Fiscal Year" means the period running from April 1 in one calendar year to, and including, March 31 in the next calendar year;
 - (f) "Funding Letter" means the letter(s) from the OSS to the EPC announcing the award of Funds to the EPC;
 - (g) "Funds" means the money provided to the EPC by the OSS under the EPCA, the Regulation and this Agreement;
 - (h) "OSS" or "Ontario Seniors Secretariat" means Her Majesty the Queen in Right of Ontario as represented by the Minister Responsible for Seniors Affairs;
 - (i) "Regulation" means EPCA, R.R.O. 1990, Regulation 314 as amended.
2. The term of the Agreement shall commence on April 1, 2014 and shall remain in effect for as long as the OSS continues to provide Funds to the EPC or until terminated in writing by the OSS.
3. The EPC represents, warrants and covenants that any information it provides to the OSS in support of its request for funds, including information relating to eligibility requirements, is true and complete at the time the EPC provided it, and shall continue to be true and complete for the Fiscal Year for which it was provided.
4. Subject to paragraph 5, the OSS shall provide Funds to the EPC in the amount indicated in the Funding Letter, at a time to be determined by the OSS, for the purpose of maintaining a Centre under the EPCA ("Operational Funding") and, if indicated in the Funding Letter, for any special one-time funding needs of the EPC that the OSS approved ("Special Funding").
5. If necessary for operational efficiency, the OSS may provide Operational Funding to the EPC based on the Budget for the preceding Fiscal Year until such time as the budget for the current Fiscal Year is approved in accordance with the EPCA, after which time the OSS reserves the right to:
 - (a) Adjust further instalments of Operational Funding to reflect the amount already provided; and/or
 - (b) Demand the repayment of any or all Operational Funding the OSS has provided.
6. The EPC shall:

- (a) Comply with all applicable statutory requirements outlined in the EPCA and the Regulation;
 - (b) Maintain and operate its Centre, including performing its approved program of services, in compliance with all federal and provincial laws and regulation, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the EPC;
 - (c) Use Operational Funding only for the purpose of maintaining and operating the Centre;
 - (d) Use Special Funding only for the purpose for which the OSS provided it;
 - (e) Spend Funds only in accordance with the Budget;
 - (f) Complete the Fiscal Year End Reconciliation Form in the format provided by the OSS and in accordance with the timelines to be specified by the OSS; and
 - (g) Use the Funds in accordance with Generally Accepted Accounting Principles.
7. The EPC shall maintain and operate its centre without an actual, potential or perceived conflict of interest. The EPC shall disclose to the OSS, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest and comply with any terms and conditions that the OSS may reasonably prescribe as a result of the disclosure.
8. The EPC acknowledges that the OSS is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the OSS in connection with the EPC, or otherwise in connection with the Funds, is subject to disclosure in accordance with that Act.
9. The EPC agrees to indemnify and hold harmless Her Majesty the Queen in right of Ontario, her Ministers, agents, appointees and employees (the "Indemnified Parties") from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Funds or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.
10. The EPC is responsible for its own insurance and should carry all the necessary and appropriate insurance that a prudent person in the business of the EPC would maintain including but not limited to commercial general liability insurance. The EPC is not covered by the Province of Ontario's insurance program and no protection will be afforded to the EPC by the Government of Ontario for any claims that may arise out of the operation of the EPC.
11. A "Material Breach" is any of the following:
- (a) The EPC does not comply with the requirements outlined in paragraph 6 above;
 - (b) In the opinion of the OSS, the EPC breaches any representation, warranty or covenant outlined in paragraph 3 above.
12. If a Material Breach occurs, the OSS may, at any time, give the EPC notice of the Material Breach and the opportunity to remedy the Material Breach. If the EPC does not remedy the Material Breach to the satisfaction of the OSS within the timelines that the OSS specifies, the OSS may take one or more of the following actions:
- (a) Suspend the payment of any Funds not yet paid;
 - (b) Cancel the payment of any Funds not yet paid;
 - (c) Reduce the amount of the Funds;
 - (d) Demand the repayment of any Funds remaining in the possession or under the control of the EPC; or
 - (e) Demand the repayment of an amount equal to any Funds the EPC used for purposes not in the approved Budget.

13. Without limiting any right of the OSS under paragraph 11 above, if at the end of the Fiscal Year the EPC has not spent all of the Funds allocated for the Fiscal Year as provided in the Budget, the OSS may:
- (a) Demand the return of any unspent Funds; or
 - (b) Adjust the amount of any further instalments of Funds accordingly.
14. The EPC shall maintain confidential and secure against release, all material and information which is the property of the OSS and in the possession or under the control of the EPC pursuant to this Agreement.
15. Any correspondence in respect of a Funding Letter or this Agreement should be addressed as follows:
- Ontario Seniors' Secretariat
777 Bay Street, Suite 601C
Toronto, ON M7A 2J4
- Attention: Megan Gariepy, Implementation Consultant
- Fax: (416) 326-7078
16. Nothing in the Funding Letter or this Agreement obligates the OSS to provide any other funding to the EPC.
17. The OSS may amend this Agreement by providing written notice to the EPC.
18. The OSS may terminate this Agreement at any time upon giving at least 30 days notice to the EPC.
19. Paragraphs 1, 8, 9, 11, 12, 13 and 14 shall survive the expiry or termination of this Agreement.

I/we agree with the terms and conditions of this Agreement as outlined above:

Name:
Title:
EPC:

Date:

I/we have the authority to bind the EPC.