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TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON JUNE 16, 2014
FROM:	LYNNE LIVINGSTONE MANAGING DIRECTOR NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES
SUBJECT:	HOMELESSNESS PARTNERING STRATEGY – DESIGNATED COMMUNITIES – SUB-PROJECT FUNDING AGREEMENT

RECOMMENDATION

That, on the recommendation of the Managing Director Neighbourhood, Children and Fire Services, the following actions be taken with respect to the Homelessness Partnering Strategy – Designated Communities – Sub-Project Funding Agreement:

- a) The attached proposed by-law (Appendix A) **BE INTRODUCED** at the Municipal Council meeting to be held June 24, 2014 to:
 - i) authorize and approve a standard form Sub-Project Funding Agreement, substantially in the form attached as Schedule 1 to the by-law, for the Homelessness Partnering Strategy, to be entered into between the Corporation of the City of London and various funded agencies who have been selected for funding in accordance with the City's Funding Agreement with Canada; and,
 - ii) delegate authority to the Managing Director, Neighbourhood, Children and Fire Services, or designate to execute the Sub-Project Funding Agreement including amendments, with funded agencies, employing the standard form Sub-Project Funding Agreement authorized and approved under section a)i), above, with no further approval required from Council.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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- Homelessness Partnering Strategy – Designated Communities – Community Entity – Funding Agreement (CPSC: April 28, 2014)
- Homeless Prevention System for London Three Year Implementation Plan (CPSC: April 22, 2013)
- Homelessness Partnering Strategy – Designated Communities – Community Entity – Funding Agreement (CNC: May 3, 2011)
- Homelessness Partnering Strategy (CPSC: March 23, 2009)
- Homelessness Partnering Strategy – Allocation of Funds (CPSC: March 17, 2008)
- Homelessness Partnering Strategy – Community Entity Model (CPSC: September 24, 2007)
- Homelessness Partnering Strategy – Contribution Agreement – Community Entity Model (CPSC: April 16, 2007)

BACKGROUND

The purpose of this report is to recommend the Homelessness Partnering Strategy Sub-Project Funding Agreement and the delegated authority regarding the management of the funding agreement with approved agencies.

Since February 19, 2007, by resolution of Municipal Council, the City of London has served as the Community Entity for the Government of Canada's Homelessness Partnering Strategy (HPS) on a go forward basis at the invitation of the London Homeless Coalition (LHC). As the Community Entity, the City of London receives and manages the Homelessness Partnering Strategy; HPS is 100% federal funding and has no impact on the City of London's budget.

The Homeless Partnering Strategy requires a Community Advisory Board (CAB) be in place and, at this time, the London Homeless Coalition serves in this capacity. The CAB establishes a Community Plan on Homelessness that complies with the Homelessness Partnering Strategy's established targets and provides advice and recommendations to the Community Entity related to the allocation of funding.

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The Government of Canada introduced the new Homelessness Partnering Strategy and funding model to operate from April 1, 2014 to March 31, 2019. The new funding agreement between Employment and Social Development Canada (ESDC) and the City of London requires new funding agreements be entered into between the City and projects approved for funding under this initiative. At the request of the London Homeless Coalition, the current HPS project agreements are extended until June 30, 2014, at which time all existing contracts and agreements will terminate.

Allocation of project/program funding is based on the federally approved Community Plan which aligns with London’s Homeless Prevention System approved by Council April 30, 2013. London’s Homeless Prevention System identifies key priorities aimed at addressing, reducing and preventing homelessness in London. There is consistency between the Council approved Plan and the Housing First philosophy and intervention under the Homelessness Partnering Strategy.

The City of London has been advised by the Homelessness Partnering Strategy that sub-project funding agreements cannot commence until approval has been granted of London’s Homelessness Partnering Strategy Community Plan 2014-2019. As of June 6, 2014, no approval has been received. The London Homeless Coalition is aware of this concerning delay.

The London Homeless Coalition recommends the process for the allocation of funding for programs and projects for each fiscal year in accordance with the terms and conditions laid out in the funding agreement. At the request of the London Homeless Coalition, the Request for Proposal (RFP) was issued through the City of London to invite applications based on the funding requirements. The City of London enters into a Sub-Project Funding Agreement between the City of London and the funded organizations (referred to as contracts in the agreement). The City oversees all contracts and financial monitoring.

The cooperative relationship between the City and the London Homeless Coalition has continued to see positive outcomes related to the allocation, management and monitoring of the funding to projects and programs through this initiative, and in our combined interests to address, reduce and prevent homelessness in London.

FINANCIAL IMPACT

This Agreement is 100% funded by the federal government, therefore there is no financial impact to the City of London.

The Funding Agreement is for the period April 1, 2014 to March 31, 2019. The total maximum amount of Canada’s contribution towards the eligible expenditures of the project is \$2,566,070. The maximum amount payable for each fiscal year of the project period is \$513,214.

PREPARED BY:	RECOMMENDED BY:
Jan Richardson Manager, Homeless Prevention Neighbourhood, Children & Fire Services	Lynne Livingstone Managing Director, Neighbourhood, Children & Fire Services



APPENDIX A

Bill No.
2014

By-law No.

A By-law to approve the template Sub-Project Funding Agreement for the Homelessness Partnering Strategy; and to authorize the Managing Director, Neighbourhood, Children and Fire Services, or designate, to execute the Agreement.

WHEREAS section 2 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that municipalities are created by the Province of Ontario to be responsible and accountable governments with respect to matters within their jurisdiction and each municipality is given powers and duties under this Act and many other Acts for the purpose of providing good government with respect to those matters;

AND WHEREAS section 3.1 of the *Municipal Act, 2001* states that the Province acknowledges that a municipality has the authority to enter into agreements with the Crown in right of Canada with respect to matters within the municipality's jurisdiction;

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

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

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

1. The template Sub-Project Funding Agreement, attached as Schedule 1 to this By-law, to be entered into between the City of London and various funded agencies who have been selected for funding in accordance with the City's Funding Agreement with Canada, is approved.
2. The Managing Director, Neighbourhood, Children and Fire Services, or designate, is hereby delegated authority to execute the Sub-Project Funding Agreement, including amendments, approved under section 1 above employing the standard form Sub-Project Funding Agreement authorized and approved under section 1 above, with no further approval required from Council.
3. The approval and authorization in sections 1 and 2 above are subject to the City having a valid Funding Agreement with Her Majesty the Queen in Right of Canada for funding for the Homelessness Partnering Strategy.
4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council , 2014

Joe Fontana
Mayor

Catharine Saunders
City Clerk

First reading -
Second reading -
Third reading -

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SCHEDULE I

[Empty box for date]

This Agreement dated the ____ day of _____, 2014

Homelessness Partnering Strategy

SUB-PROJECT FUNDING AGREEMENT

BETWEEN

**THE CORPORATION OF THE CITY OF LONDON
(the “City”)**

AND

[Redacted]
(the “ Sub-Agreement Holder”)

Hereinafter collectively referred to as “the Parties”

ARTICLES OF AGREEMENT

Whereas Her Majesty the Queen in right of Canada (“Canada”) has established the Homelessness Partnering Strategy (hereinafter referred to as “the Program”) to support Sub-Projects aimed at reducing homelessness, primarily through the Housing First approach, and includes Sub-Projects aimed at preventing individuals and families at imminent risk from becoming homeless;

And Whereas the City has entered into a funding agreement with Canada wherein the City will act as the Community Entity and will administer HPS-Designated Communities funding for the development of housing and supports (“the Sub-Project”);

And Whereas the Sub-Project involves the City assessing, approving and entering into funding agreements with third parties that meet the community plan priorities and terms and conditions of the Program (“Sub-Projects”);

And Whereas the City has determined that the Sub-Agreement Holder is eligible to apply for and receive funding for the Sub-Agreement Holder’s Sub-Project and that the Sub-Project qualifies for support under the Program;

Now, therefore, the City and the Sub-Agreement Holder agree as follows:

1.0 AGREEMENT

1.1 The following documents and any amendments thereto, constitute the entire agreement between the Sub-Agreement Holder and the City with respect to its subject matter and supersede all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter:

- (a) These Articles of Agreement;
- (b) Schedule A – entitled “Sub-Project Description”;
- (c) Schedule B – entitled “Financial Provisions”;
- (d) Schedule C – entitled “Additional Conditions”; and,
- (e) Schedule D – entitled “Blanket Position Insurance Policy.

2.0 INTERPRETATION

2.1 Unless the context requires otherwise, the expressions listed below have the following meanings for the purposes of this Agreement:

“Eligible Expenditures” means the expenditures which are listed in the Sub-Project Budget in Schedule B, and in compliance with the Conditions Governing Eligibility of Expenditures set out in Schedule B.



“**Fiscal Year**” means the period commencing on April 1 in one calendar year and ending on March 31 in the next calendar year.

“**Sub-Project**” means the activity described in Schedule A (Sub-Project Description)Sub-Agreement Holder.

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

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

3.0 EFFECTIVE DATE AND DURATION

3.1 This Agreement shall come into effect on the date it is signed by the last of the Parties to do so and, subject to section 3.2, shall expire at the end of the Sub-Project Period unless the Agreement is terminated on a prior date in accordance with the terms of this Agreement.

3.2 All obligations of the Sub-Agreement Holder shall expressly or by their nature survive termination or expiry of this Agreement and shall continue in full force subsequent to and notwithstanding such termination or expiry until and unless they are satisfied or by their nature expire.

4.0 PURPOSE OF THE CONTRIBUTION

4.1 The purpose of the City's funding is to enable the Sub-Agreement Holder to carry out the Sub-Project. The funding shall be used by the Sub-Agreement Holder solely for the purpose of paying the Eligible Expenditures.

5.0 THE CITY'S CONTRIBUTION

5.1 Subject to the terms and conditions of this Agreement, the City agrees to make a contribution to the Sub-Agreement Holder in respect of the Eligible Expenditures. The amount of the City's contribution shall not exceed the total maximum amount specified in section 1.1 of Schedule B. The Sub-Agreement Holder shall comply with all of the requirements set out in Schedule C.

5.2 Where the Sub-Project Period covers more than one Fiscal Year, the amount payable by the City on account of its contribution in each Fiscal Year of the Sub-Project Period shall not exceed the amount shown in section 1.2 of Schedule B for that Fiscal Year.

6.0 AVAILABILITY OF FUNDS

6.1 Any payment under this Agreement is subject to the availability of funds. Further, any payment may be cancelled or reduced in the event that Canada cancels or reduces its funding to the City.

7.0 REDUCTION OR TERMINATION OF FUNDING

7.1 If

- (a) the Program or Sub-Project is cancelled,
- (b) the level of funding for the Program for any Fiscal Year in which payment is to be made under the Agreement is reduced as a result of a governmental or departmental spending decision by Canada, or
- (c) Parliament reduces the overall level of funding for the programs of the Government of Canada's Department of Employment and Social Development for any Fiscal Year in which payment is to be made under the Agreement,

the City may reduce its funding under this Agreement or terminate the Agreement.

7.2 Where, pursuant to section 7.1, Canada proposes to reduce its funding, and where, as a result of the reduction in funding, the Sub-Agreement Holder is of the opinion that it will be unable to complete the Sub-Project or will be unable to complete the Sub-Project in the manner desired by the Sub-Agreement Holder, the Sub-Agreement Holder shall notify the City of same as soon as possible after receiving notice of the funding reduction and may, upon not less than twenty calendar (20) days written notice to the City, terminate the Agreement.



8.0 SUB-AGREEMENT HOLDER DECLARATIONS

8.1 The Sub-Agreement Holder:

- (a) declares that it has provided the City with a true and accurate list of all amounts owing to the City or 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 and Sub-Project named in this Agreement;
- (b) agrees to declare any amounts owing to the City or Government of Canada under legislation or funding agreements which become past due and in arrears following the date of its application for funding; and
- (c) recognizes that Canada may recover any amounts referred to in paragraph (a) or (b) that are owing by deducting or setting off such amounts from any sum of money that may be due or payable to the Sub-Agreement Holder under this Agreement.

8.2 The Sub-Agreement Holder declares that any person who has been lobbying on its behalf to obtain the contribution that is the subject of this Agreement was in compliance with the provisions of the Lobbying Act [R.S.C. 1985 c. 44 (4th Supp.)] as amended from time to time, at the time the lobbying occurred and that any such person to whom the aforementioned Act applies, has received, or will receive, no payment, directly or indirectly, from the Sub-Agreement Holder that is in whole or in part contingent on obtaining this Agreement.

9.0 SUB-PROJECT RECORDS

9.1 The Sub-Agreement Holder shall:

- (a) keep proper books and records, in accordance with generally accepted accounting principles, of all expenditures and revenues relating to the Sub-Project, including cash contributions received from the City and cash contributions from other sources, as well as records substantiating the receipt and value of any in-kind contributions to the costs of the Sub-Project referred to in the Sub-Project Budget in Schedule B;
- (b) keep records of all Sub-Project-related contracts and agreements and all invoices, receipts and vouchers relating to Eligible Expenditures; and
- (c) keep records of all Sub-Project-related activity, progress and evaluation reports and reports of Sub-Project reviews or audits carried out by, or on behalf of, the Sub-Agreement Holder.

9.2 The Sub-Agreement Holder shall retain the books and records referred to in section 9.1 for a period of six (6) years following the Sub-Project Period.

10.0 THE CITY’S AND CANADA’S RIGHT TO AUDIT

10.1 Subject to any and all applicable law, during the Sub-Project Period and for a period of six (6) years thereafter, the Sub-Agreement Holder shall, upon request, grant representatives of the City or Canada access to the books and records referred to in section 9.0 for the purpose of conducting an audit to verify compliance with the terms and conditions of this Agreement and verify expenses claimed by the Sub-Agreement Holder as Eligible Expenditures. The Sub-Agreement Holder shall permit the City’s or Canada’s representative(s) to take copies and extracts from such accounts and records. The Sub-Agreement Holder shall also provide the City or Canada with such additional information as the City or Canada may require with reference to such books and records.

11.0 FINANCIAL AND ACTIVITY MONITORING

11.1 During the Sub-Project Period, the Sub-Agreement Holder shall grant representatives of the City or Canada reasonable access to the Sub-Project site and business premises of the Sub-Agreement Holder, if different from the Sub-Project site, and to all Sub-Project-related books and records referred to in section 9.0 at all reasonable times for the purpose of conducting periodic financial and activity monitoring reviews of the Sub-Project. The Sub-Agreement Holder shall also, upon request, provide representatives of the City or Canada with copies and extracts from such books and records.

12.0 INQUIRY BY THE AUDITOR GENERAL OF CANADA

12.1 If, during the Sub-Project Period or within a period of six years thereafter, the Auditor General of Canada, in relation to an inquiry conducted under subsection 7.1(1) of the *Auditor General Act* [R.S.C. 1985, c. A.17], requests that the City or the Sub-Agreement Holder provide him or her with any records, documents or other information pertaining to the utilization of the funding provided under this Agreement, the Sub-Agreement Holder shall provide to the City or to the Auditor General of Canada the records, documents or other information within such period of time as may be reasonably requested in writing by the Auditor General of Canada.



13.0 FINAL REPORT

13.1 Unless the Sub-Agreement Holder is required under a schedule to this Agreement to provide another, more specific, final report outlining the results of the Sub-Project, the Sub-Agreement Holder shall provide the City with a final report that summarizes the Sub-Project scope, describes the results achieved, explains any discrepancies between the results and the planned or expected results and contains such other information as the City may specify in writing to the Sub-Agreement Holder. The Sub-Agreement Holder shall provide the City with the final report by April 15th following the Sub-Project Period.

14.0 EVALUATION

14.1 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 years thereafter. Without limiting the generality of the foregoing, if requested by the City or Canada to do so for the purpose of conducting an evaluation, the Sub-Agreement Holder agrees to:

- (a) participate in any survey, interview, case study or other data collection exercise initiated by the City or Canada; and
- (b) subject to section 14.2, provide the City or Canada with contact information of the Sub-Project partner organizations, if any, who participated in the Sub-Project, and of the members of the board of directors of the Sub-Agreement Holder.

14.2 The Sub-Agreement Holder shall provide the City or Canada with the contact information of a person (name, address, phone number and e-mail address) referred to in paragraph 14.1(b) only if the person has given their written consent to the release of the information to the City or Canada. The Sub-Agreement Holder agrees to make all reasonable efforts to secure such consent during the Sub-Project Period. When providing a person’s contact information to the City or Canada, the Sub-Agreement Holder shall provide the City or Canada with an accompanying written statement certifying that the person has given their consent to the sharing of their contact information with the City or Canada.

15.0 CONTRACTING PROCEDURES

Contracting

15.1(1) Subject to subsection (2), the Sub-Agreement Holder shall use a fair and accountable process, involving soliciting a minimum of three bids or proposals, when procuring goods and services from contractors in relation to the Sub-Project. The Sub-Agreement Holder shall select the bid or proposal offering the best value.

(2) The requirement under subsection (1) shall apply, unless otherwise authorized in writing by the City, to all goods or services contracts valued at \$25,000 or more (including taxes and duties). The Sub-Agreement Holder must not unnecessarily divide a requirement for goods or services into a number of smaller contracts to avoid this requirement.

Restrictions Regarding Non Arms-Length Contracts

15.2(1) Unless otherwise authorized in writing by the City, all goods or services contracts, regardless of their value, entered into in relation to the Sub-Project between the Sub-Agreement Holder and:

- (a) an officer, director or employee of the Sub-Agreement Holder;
- (b) a member of the immediate family of an officer, director or employee of the Sub-Agreement Holder;
- (c) a business in which an officer, director or employee of the Sub-Agreement Holder, or a member of their immediate family, has a financial interest; or
- (d) a business which is related to, or associated or affiliated with, the Sub-Agreement Holder;

require the prior written approval of the City. In any such contract, the Sub-Agreement Holder shall ensure that the City has a right of access to the relevant records of the supplying entity for the purpose of verifying, if necessary, the amount of the expenditure claimed by the Sub-Agreement Holder in relation to a contract referred to in this subsection.

(2) In this section, “immediate family” means the father, mother, step-father, step-mother, brother, sister, spouse (including common law partner), child (including child of common law partner), step-child, ward, father in law, mother in law or relative permanently residing in the household of the officer, director or employee.

Restrictions Regarding Sub-contracting of Sub-Agreement Holder Duties or Responsibilities

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15.3 The Sub-Agreement Holder shall 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 as Schedule A to this Agreement that it intends to use a subcontractor or subcontractors to perform those duties or responsibilities.

16.0 TERMINATION OF AGREEMENT

Termination for Default

16.1(1) The following constitute Events of Default:

- (a) the Sub-Agreement Holder becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of the statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Sub-Agreement Holder;
- (b) the Sub-Agreement Holder ceases to operate;
- (c) the Sub-Agreement Holder is in breach of the performance of, or compliance with, any provision of this Agreement;
- (d) the Sub-Agreement Holder, in support of its application for the City’s contribution or in connection with this Agreement, has made materially false or misleading representations, statements or declarations, or provided materially false or misleading information to the City; or
- (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 set out in Schedule A.

(2) If

- (a) an Event of Default specified in paragraph (1)(a) or (b) occurs; or
- (b) an Event of Default specified in paragraphs (1)(c), (d) or (e) occurs and has not been remedied within thirty (30) days of receipt by the Sub-Agreement Holder of written notice of default, or a plan satisfactory to the City to remedy such Event of Default has not been put into place within such time period,

the City may, in addition to any remedies otherwise available, immediately terminate the Agreement by written notice. Upon providing such notice of termination, the City shall have no obligation to make any further contribution to the Sub-Agreement Holder.

(3) In the event the City gives the Sub-Agreement Holder written notice of default pursuant to paragraph (2)(b), the City may suspend any further payment under this Agreement until the end of the period given to the Sub-Agreement Holder to remedy the Event of Default.

(4) The fact that the City refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon the City shall not prevent the City in any way from later exercising any other right or remedy under this Agreement or other applicable law.

Termination for Convenience

16.2 The City may also terminate this Agreement at any time without cause upon not less than sixty (60) calendar days written notice of intention to terminate.

Obligations Relating to Termination under section 7.1 or 16.2 and Minimizing Cancellation Costs

16.3 In the event of a termination notice being given by the City under section 7.1 or 16.2,

- (a) the Sub-Agreement Holder shall make no further commitments in relation to the Sub-Project and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto; and
- (b) all Eligible Expenditures incurred by the Sub-Agreement Holder up to the date of termination will be paid by the City, including the Sub-Agreement Holder’s costs of, and incidental to, the cancellation of obligations incurred by it as a consequence of the termination of the Agreement; provided always that payment and reimbursement under this paragraph shall only be made to the extent that it is established to the satisfaction of the City that the costs mentioned herein were actually incurred by the Sub-Agreement Holder and the same are reasonable and properly attributable to the termination of the Agreement.



16.4 The Sub-Agreement Holder shall negotiate all contracts related to the Sub-Project, including employment contracts with staff, on terms that will enable the Sub-Agreement Holder to cancel same upon conditions and terms which will minimize to the extent possible their cancellation costs in the event of a termination of this Agreement. The Sub-Agreement Holder shall cooperate with the City and do everything reasonably within its power at all times to minimize and reduce the amount of the City's obligations under section 16.3 in the event of a termination of this Agreement.

17.0 RESERVED

18.0 INSURANCE AND INDEMNIFICATION

18.1 On the signing of this Agreement and within thirty (30) calendar days after any subsequent change or renewal of its insurance coverage, the Sub-Agreement Holder shall provide the City with evidence that it has obtained the insurance coverage required under section 18.1. The Sub-Agreement Holder shall notify the City forthwith of any lapse or termination of any such insurance coverage.

Throughout the term of this Agreement, the Sub-Agreement Holder shall maintain commercial general liability insurance on an occurrence basis for an amount of not less than Two Million Dollars (\$2,000,000) and shall include the City as an additional insured with respect to the Funded Agencies errors and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal liability, personal injury, broad form property damage, contractual liability, owners' and contractor's protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses.

The Sub-Agreement Holder shall submit a completed standard Insurance Certificate (Form #0788), and shall provide the City with a minimum of thirty days' notice in advance of cancellation of such insurance.

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

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

18.2 The Sub-Agreement Holder undertakes and agrees to defend and indemnify and save Canada and the City and hold the City harmless, at the Sub-Agreement Holder's sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that the City may sustain or incur by reason of:

- (i) any breach of this Agreement by any of the Sub-Agreement Holder, the Sub-Agreement Holder's employees or persons for whom the Sub-Agreement Holder is at law responsible;
- (ii) any loss or misuse of funds held by the Sub-Agreement Holder as described in this Agreement;
- (iii) the acts or omissions of the Sub-Agreement Holder, the Sub-Agreement Holder's employees or any person for whom the Sub-Agreement Holder is at law responsible in performing Services or otherwise carrying on the Sub-Agreement Holder's business, including any damage to any and all persons or property, whether deliberate, accidental or through negligence, and all tickets, fines or penalties;
- (iv) any claim or finding that any of the Sub-Agreement Holder, the Sub-Agreement Holder's employees or persons for whom the Sub-Agreement Holder is at law responsible are employees of, or are in any employment relationship with, the City or are entitled to any Employment Benefits of any kind; or
- (v) any liability on the part of the City, under the Income Tax Act (Canada) or any other statute (including, without limitation, any Employment Benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties, by virtue of any of the following being considered to be an employee of the City, from the Sub-Agreement Holder, the Sub-Agreement Holder's employees or others for whom the Sub-Agreement Holder is at law responsible in connection with the performance of Services or otherwise in connection with the Sub-Agreement Holder's business.

18.3 At its sole discretion, the City may, at any time require that the Sub-Agreement Holder obtain and maintain a Blanket Position insurance policy or equivalent Fidelity Bond. (See Schedule D).

19.0 RELATIONSHIP BETWEEN THE PARTIES AND NON-LIABILITY OF THE CITY

19.1 The management and supervision of the Sub-Project are the sole and absolute responsibility of the Sub-Agreement Holder. The Sub-Agreement Holder 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 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 shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Sub-Agreement Holder is not an agent, employee or partner of the City. The Sub-Agreement Holder shall not represent itself as an agent, employee or partner of the City.



19.2 Nothing in this Agreement creates any undertaking, commitment or obligation by the City respecting additional or future funding of the Sub-Project beyond the Sub-Project Period, or that exceeds the maximum contribution specified in Schedule B. The City shall not be liable for any loan, capital lease or other long-term obligation which the Sub-Agreement Holder may enter into in relation to carrying out its responsibilities under this Agreement or for any obligation incurred by the Sub-Agreement Holder toward another party in relation to the Sub-Project.

20.0 CONFLICT OF INTEREST

20.1 No current or former public servant or public office holder to whom the *Conflict of Interest Act* [S.C. 2006, c. 9, s.2], the *Policy on Conflict of Interest and Post-Employment* or the *Values and Ethics Code for the Public Service* applies shall derive a direct benefit from the Agreement unless the provision or receipt of such benefit is in compliance with the said legislation or codes.

20.2 No member of the Senate or the House of Commons shall be admitted to any share or part of the Agreement or to any benefit arising from it that is not otherwise available to the general public.

21.0 INFORMING CANADIANS OF THE GOVERNMENT OF CANADA'S CONTRIBUTION

21.1 The Sub-Agreement Holder shall allow Canada or the City sixty (60) days from the date of signature of the agreement to announce the Sub-Project or Sub-Project. During this 60 day period, the Sub-Agreement Holder shall not make any public announcements of funding, deferring all questions to Canada or the City. After the expiry of the 60 day period, the Sub-Agreement Holder may begin its own communication activities for the Sub-Project.

21.2 The Sub-Agreement Holder shall notify the City twenty-five (25) working days in advance of any initial and subsequent official ceremonies related to the announcement of the funding and promotion of the Sub-Sub-Project. The City reserves the right to approve the time, place and agenda of the ceremony.

21.3 The Sub-Agreement Holder shall notify the City twenty (20) working days in advance of any and all communications activities, 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.

21.4 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 the City, are given to the City's financial assistance to the Sub-Project.

21.5 The Sub-Agreement Holder agrees to display such signs, plaques or symbols as Canada or the City may provide in such locations on its premises as Canada or the City may designate.

21.6 The Sub-Agreement Holder shall cooperate with representatives of Canada or the City during any official news release or ceremonies relating to the announcement of the Sub-Project.

22.0 ACCESS TO INFORMATION

22.1 The Sub-Agreement Holder acknowledges that the City is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M.56 ("MFIPPA"), and information obtained by the City pertaining to this Agreement may be disclosed by the City to the public upon request under MFIPPA. The Sub-Agreement Holder further acknowledges that Canada is subject to the *Access to Information Act* [RSC 1985, Chapter A-1], and information obtained by Canada pertaining to this Agreement may be disclosed by Canada to the public upon request under the *Access to Information Act*.

23.0 PROACTIVE DISCLOSURE

23.1 The Sub-Agreement Holder acknowledges that the name of the Sub-Agreement Holder, the amount of the contributions and the general nature of the Sub-Project and Sub-Project may be made publicly available by Canada or the City in accordance with the Government of Canada's commitment to proactively disclose the awarding of grants and contributions.

24.0 DISPOSITION OF CAPITAL ASSETS

24.1 During the Sub-Project Period, the Sub-Agreement Holder shall preserve any capital asset purchased by the Sub-Agreement Holder with funding provided under this Agreement and shall not dispose of it unless the City authorizes its disposition.

24.2 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 purchased by the Sub-Agreement Holder with funding provided under this Agreement by:

- (a) selling it at fair market value and applying the funds realised from such sale to offset the City's contribution to the Eligible Expenditures;



- (b) turning it over to another organization or to an individual designated or approved by the City;
or
- (c) disposing of it in such other manner as may be determined by the City.

24.3 Where the City elects to exercise its right under section 24.2, the Sub-Agreement Holder agrees to comply with the related direction provided by the City.

24.4 For the purposes of section 24.0, “capital asset” means any single item, or a collection of items which form one identifiable functional unit, that:

- (a) is not physically incorporated into another product or not fully consumed by the end of the Sub-Project, and
- (b) has a purchase or lease value of more than \$1,000 (before taxes),

but does not include land or buildings purchased or leased by the Sub-Agreement Holder in connection with the implementation of the Sub-Project.

25.0 INTELLECTUAL PROPERTY

25.1 Where in the course of carrying out the Sub-Project, the Sub-Agreement Holder produces any work using funds provided by the City, Sub-Project the copyright in the work shall vest in the Sub-Agreement Holder. However, the Sub-Agreement Holder hereby grants to Canada and the City a non-exclusive, irrevocable and royalty free license to use, translate, adapt, record by any means or reproduce, except for commercial sale in competition with the Sub-Agreement Holder, any such work which is produced by the Sub-Agreement Holder.

25.2 The license granted under section 25.1 shall be for the duration of the copyright and shall include:

- (a) the right to sub-license the use of the work to any contractor engaged by the City solely for the purpose of performing contracts with the City; and
- (b) the right to distribute the work as long as the distribution does not undermine any commercial use of the work intended by the Sub-Agreement Holder.

25.3 The Sub-Agreement Holder agrees to execute any acknowledgements, agreements, assurances or other documents deemed necessary by the City to establish or confirm the license granted under section 25.1.

25.4 Additionally, with respect to any work licensed under section 25.1, the Sub-Agreement Holder:

- (a) warrants that the work shall not infringe on the copyrights of others;
- (b) agrees to indemnify and save harmless the City and Canada from all costs, expenses and damages arising from any breach of any such warranty; and
- (c) shall include an acknowledgment, in a manner satisfactory to Canada or the City, on any work which is produced by it with funds contributed by Canada or the City under this Agreement, acknowledging that the work was produced with funds contributed by Canada or the City and identifying the Sub-Agreement Holder as being solely responsible for the content of such work.

25.5 The Sub-Agreement Holder shall 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 25.1.

26.0 NOTICES

26.1 Any notices to be given and all reports, information, correspondence and other documents to be provided by either party under this Agreement shall be given or provided by personal delivery, mail, courier service, fax or email at the postal address, fax number or email address, as the case may be, of the receiving party as shown in Schedule A. If there is any change to the postal address, fax number or email address or contact person of a party, the party concerned shall notify the other in writing of the change as soon as possible.

26.2 Notices, reports, information, correspondence and other documents that are delivered personally or by courier service shall be deemed to have been received upon delivery, or if sent by mail five (5) working days after the date of mailing, or in the case of notices and documents sent by fax or email, one (1) working day after they are sent.



27.0 DISPUTE RESOLUTION

27.1 In the event of a dispute arising under the terms of this Agreement, the Parties agree to make a good faith attempt to settle the dispute. In the event that the Parties are unable to resolve the dispute through negotiation, they agree to give good faith consideration to resorting to other alternate dispute resolution processes to resolve the dispute. However, the Parties agree that nothing contained in this section shall affect, alter or modify the rights of either Party to terminate the Agreement.

28.0 ASSIGNMENT OF THE AGREEMENT

28.1 The Sub-Agreement Holder shall not assign this Agreement or any part thereof without the prior written consent of the City.

29.0 SUCCESSORS AND ASSIGNS

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

30.0 COMPLIANCE WITH LAWS

30.1 The Sub-Agreement Holder shall carry out the Sub-Project in compliance with all applicable federal, provincial and municipal laws, by-laws and regulations, including any environmental legislation and legislation related to protection of information and privacy. The Sub-Agreement Holder shall 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.

30.2 The Sub-Agreement Holder acknowledges that the City is in no way liable for the failure of the Sub-Agreement Holder to comply with any laws, by-laws or regulations.

31.0 APPLICABLE LAW

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

32.0 AMENDMENT

32.1 This Agreement may be amended by mutual consent of the parties. To be valid, any amendment to this Agreement shall be in writing and signed by the parties.

33.0 UNINCORPORATED ASSOCIATION

33.1 If the Sub-Agreement Holder is an unincorporated association, it is understood and agreed by the persons signing this Agreement on behalf of the Sub-Agreement Holder that in addition to signing this Agreement in their representative capacities on behalf of the members of the Sub-Agreement Holder, they shall be personally, jointly and severally liable for the obligations of the Sub-Agreement Holder under this Agreement, including the obligation to pay any debt that may become owing to the City under this Agreement.

34.0 COUNTERPARTS

34.1 This Agreement may be executed in counterparts, each of which shall be deemed an original but both of which taken together shall constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

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SIGNATURES

SIGNED ON BEHALF OF THE CORPORATION OF THE CITY OF LONDON BY THE MANAGING DIRECTOR, NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES.

For the City:

THE CORPORATION OF THE CITY OF LONDON

Date: _____

Lynne Livingstone
Managing Director, Neighbourhood, Children and Fire Services

For Sub-Agreement Holder, by the following authorized officer(s):

[INSERT NAME OF SUB-AGREEMENT HOLDER]

Date: _____

(signature)

(Print Name)

(Print Title)

(signature)

(Print Name)

(Print Title)

I/We have authority to bind the Corporation.

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SCHEDULE A

SUB-PROJECT DESCRIPTION

NAME OF SUB-AGREEMENT HOLDER
[INSERT NAME OF SUB-AGREEMENT HOLDER]
SUB-PROJECT TITLE
[INSERT SUB-PROJECT TITLE]

Sub-Agreement Holder		The City	
Complete Mailing Address:		Complete Mailing Address:	
[INSERT SUB-AGREEMENT HOLDER'S MAILING ADDRESS]		The Corporation of the City of London 151 Dundas Street, PO Box 5045 London, ON N6A 4L6	
Primary Contact:	Secondary Contact:	Primary Contact:	Secondary Contact:
		Jan Richardson	Lynne Livingstone
Telephone Number:	Telephone Number:	Telephone Number:	Telephone Number:
		519-661-2500 x 5228	519-661-2500 x 7207
Fax Number:	Fax Number:	Fax Number:	Fax Number:
		519-963-1081	519-661-5930
Email address:	Email address:	Email address:	Email address:
		jrichardson@london.ca	llivings@london.ca

SUB-PROJECT START DATE	SUB-PROJECT END DATE	Total Number of Participants: (if applicable)	
201_ - - - yyyy-mm-dd	201_ - - - yyyy-mm-dd		n/a

SUB-PROJECT DESCRIPTION

Objectives:
For the duration of _____, 201_ to _____, 201_, the Sub-Agreement Holder will

Activities:

Deliverables:

Beneficiaries:

Expected Results:
NOTE: 100% of the funding will be targeted to a Housing First approach and must fall under any of the following categories: Securing Housing; Housing with Support; Housing Stability Shelter Diversion; and Strategy, Capacity and Competency.

Ineligible Housing First Homeless Prevention Activities and Costs under Sub-Projects include:

- Any capital including: building, purchasing, renovation or repurposing new or existing facilities for affordable housing or emergency shelters;
- Core functions of an Assertive Community Treatment (ACT) team (e.g. provision of direct medical/clinical services to clients);
- Emergency Shelter beds;
- Emergency housing funding (e.g. rent subsidies, housing allowances, housing gifts);
- Direct income support to individuals who are homeless, at risk or imminent risk of homelessness;
- Medical/clinical staff;
- Clinical health and treatment services;
- Daycare;
- Alcoholic beverages;
- Services that do not directly support individuals or families who are homeless or at risk of

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homelessness;

- Advocacy and lobbying activities towards elected representatives on questions related to homelessness and public awareness activities;
- Public Education (e.g. education tuition, teaching salary). NOTE: Training on Housing First activities and functions is eligible for funding; and,
- Software development and/or purchase of hardware for the collection and/or management of homelessness data that results in an inability to participate in the National Homeless Information System (NHIS) initiative; and that constitutes a redundant use of funds and duplicates activities already offered through the Homeless Individuals and Families Information System (HIFIS) software. For example: purchasing alternative software that performs similar functions to the HIFIS software.

SIGNATURES

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<hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> DATE	<hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> DATE	<hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> DATE

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SCHEDULE B

FINANCIAL PROVISIONS

Table with 4 rows: LEGAL NAME OF SUB-AGREEMENT HOLDER, [INSERT LEGAL NAME OF RECIPIENT], SUB-PROJECT TITLE, [INSERT SUB-PROJECT TITLE]

1.0 MAXIMUM CONTRIBUTION OF THE CITY

1.1 The total maximum amount of the City's contribution towards the Eligible Expenditures of the Sub-Project is \$ _____.

1.2 The maximum amount payable by the City in each Fiscal Year of the Sub-Project Period on account of the contribution is as follows, unless otherwise authorized in writing by the City:

Table with 2 columns: Fiscal Year, Amount. Rows: In Fiscal Year July 1, 2014 - 2015 \$ _____, In Fiscal Year 2015 - 2016 \$ _____, In Fiscal Year 2016 - 2017 \$ _____, In Fiscal Year 2017 - 2018 \$ _____, In Fiscal Year 2018 - 2019 \$ _____

2.0 INTEREST EARNED ON CONTRIBUTION

2.1 If, under section 8.0 of this Schedule, the City has made payment of its contribution by way of advances, and if the amount of interest earned on the advance payments is in excess of one hundred dollars (\$100), 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.

3.0 REPAYMENT REQUIREMENTS

3.1 In the event payments made to the Sub-Agreement Holder exceed the amount to which the Sub-Agreement Holder is entitled under this Agreement, the amount of the excess is a debt owing to the City and shall be promptly repaid to the City upon receipt of notice to do so. Without limiting the generality of the foregoing, amounts to which the Sub-Agreement Holder is not entitled include the amount of any payments:

- (a) made in error;
- (b) made for costs in excess of the amount actually incurred for those costs; and
- (c) that were used for costs that were not eligible for reimbursement under the Agreement.

3.2 Interest shall be charged on overdue repayments as determined by the City Treasurer.

3.3 The Sub-Agreement Holder acknowledges that where an instrument tendered in payment or settlement of an amount due to the City under section 3.1 is, for any reason, dishonoured, an administrative charge of \$15 is payable by the Sub-Agreement Holder to the City.

4.0 ELIGIBLE/INELIGIBLE COSTS

Eligible Housing First Homeless Prevention Administrative costs under Sub-Projects include:

Administrative Costs of Sub-Projects not to be greater than 10% of Sub-Project/program

Eligible administrative costs include, but are not limited to:

- Wages and MERCS for administrative staff;
- Fringe benefits;
- Administrative support and supplies;
- Licenses, permits and fees for professional service;
- Disability needs; banking fees and interest charges;
- Banking fees and interest charges; and,
- Utilities, office supplies, travel, insurance, rental of office space, leasing or purchase of office equipment, costs of audits, evaluations and assessments.

Ineligible Housing First Homeless Prevention Activities and Costs under Sub-Projects include:

- Any capital including building, purchasing, renovating or repurposing new or existing facilities for affordable housing or emergency shelters;

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- Core functions of an Assertive Community Treatment (ACT) team (e.g. provision of direct medical/clinical services to clients;
- Emergency Shelter beds;
- Emergency housing funding (e.g. rent subsidies, housing allowance, housing gifts);
- Direct income support to individuals who are homeless, at risk or at imminent risk of homelessness;
- Medical/clinical staff;
- Clinical health and treatment services;
- Daycare;
- Alcoholic beverages;
- Services that do not directly support individuals or families who are homeless or at risk of homelessness;
- Advocacy and lobbying activities towards elected representatives on questions related to homelessness and public awareness activities;
- Public Education (e.g. education tuition, teaching salary). NOTE: Training on Housing First activities and functions is eligible for funding; and,
- Software development and/or purchase of hardware for the collection and/or management of homelessness data that results in an inability to participate in the National Homeless Information System (NHIS) initiative; and that constitutes a redundant use of funds and duplicates activities already offered through the Homeless Individuals and Families Information System (HIFIS) software. For example: purchasing alternative software that performs similar functions to the HIFIS software.

5.0 OTHER SOURCES OF FUNDING

5.1 The Sub-Agreement Holder declares that the funding received from the City under this Agreement is the sole source of funding for the Sub-Project.

5.2 The Sub-Agreement Holder agrees to inform the City promptly in writing of any change to the declaration made under section 4.1.

5.3 The Sub-Agreement Holder agrees that where there is a change to the declaration made in section 4.1, 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.

5.4 If the amount of the City’s contribution already paid to the Sub-Agreement Holder exceeds the reduced maximum contribution, as determined under section 4.3, the amount of the excess shall be deemed to be an amount to which the Sub-Agreement Holder is not entitled and shall be repaid to the City in accordance with section 3.0 of this Schedule (Repayment Requirements).

5.5 Upon completion of the Sub-Project, and if the amount set out in section 1.1 is in excess of \$100,000, the Sub-Agreement Holder agrees to provide the City with a statement identifying the total funding provided from all sources for the Sub-Project, including total funding received for the Sub-Project from federal, provincial/territorial and municipal governments.

6.0 SUB-PROJECT BUDGET

6.1 The following is the Sub-Project Budget:

Cost Categories	City	Other Sources		Total
		Cash	In-Kind	
1. Staff Costs				
Staff Wages Position A				
Staff Wages Position B				
Staff Wages Position C				
Total mandatory employment related costs and benefits for all positions above				
TOTAL STAFF COSTS				
2. Administration Costs				
Professional Fees				
Travel				
Administration				
TOTAL ADMINISTRATION COSTS				
3. Program costs				
Materials/supplies				
Honoria				
Participant Costs				
TOTAL PROGRAM COSTS				

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TOTAL COSTS				
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Budget notes:

Staff Wages means any wages/salary paid by the Sub-Agreement Holder to, or on behalf of, any employee of the Sub-Agreement Holder working directly on the Sub-Project. Wages are broken down by position/role not person.

Total Mandatory Employment Related Costs and Benefits for all Positions: MERCS which refer to payments an employer is required by law to make in respect of its employees such as EI, and CPP/QPP premiums, workers compensation premiums, vacation pay, Employer Health Tax; and Benefits which refer to payments an employer is required to make in respect of its employees by virtue of company policy or a collective agreement. Examples of Benefits include contributions to a group pension plan or premiums towards a group insurance plan.

Total Staff costs are the total costs of staff wages, MERCs and Benefits for all positions.

Administration costs: are general administration –type costs, normally incurred by an organization to enable effective delivery of the program/Sub-Project. These include costs such as rent, phone/fax, postage/courier, office supplies, internet/website, bank charges, office moving expenses, office cleaning, security system, garbage removal/recycling, publication purchases, equipment maintenance and membership fees that are proportional to the Sub-Project. Administration cannot be more than 10% of the funding request.

Professional Fees include contracting for goods and services such as bookkeeping, janitorial services, information technology, equipment maintenance services, security, legal and accounting if contracted to specifically to support the audit costs and legal fees.

Travel includes travel costs as per your agency’s practice and policies for staff. Travel costs must not exceed the guidelines of the Treasury Board of Canada: <http://www.njc-cnm.gc.ca/directive/travel-voyage/s-td-dv-a2-eng.php>

Sub-Project/program costs are costs explicitly linked to the Sub-Project/programs activities, not including wages and MERCs, such as supplies and equipment to carry out an approved Sub-Project/program. Costs can include materials, supplies, Honoraria, and participants’ costs such as bus tickets.

7.0 BUDGET FLEXIBILITY

7.1 The Sub-Agreement Holder may, except in cases specified in section 6.2, make adjustments to its allocation of funds between any of the cost categories identified in the Sub-Project Budget without having to obtain the City’s approval, provided the adjustments do not result in an increase in the City’s maximum contribution set out in section 1.1. However, where the Sub-Agreement Holder makes an adjustment allowed by this section, it shall notify the City promptly in writing of the adjustment.

7.2 The Sub-Agreement Holder must 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%.

7.3 Depending upon the extent and significance of the adjustments, written approval by the City of adjustments under section 6.2 may be required by the City to be documented by way of a formal amending agreement signed by both parties.

8.0 CONDITIONS GOVERNING THE ELIGIBILITY OF EXPENDITURES

8.1 The expenditures set out in the Sub-Project Budget above are Eligible Expenditures for the purposes of this Agreement. The expenditures are subject to the following conditions:

- (a) expenditures must, subject to section 7.2, be incurred during the Sub-Project Period;
- (b) expenditures must, in the opinion of the City, be reasonable;
- (c) the portion of the cost of any travel, meals and accommodation costs that exceeds the rates for public servants set out in the National Joint Council of Canada’s Travel Directive is not eligible for reimbursement;
- (d) the portion of hospitality costs that exceed the rates set out in the Directive on Travel, Hospitality, Conference and Event Expenditures, Appendix 2 of Canada’s Treasury Board is not eligible for reimbursement;
- (e) the portion of the cost of any goods and services purchased by the Sub-Agreement Holder for which the Sub-Agreement Holder may claim a tax credit or reimbursement is not eligible for reimbursement;
- (f) depreciation of capital assets is not eligible for reimbursement;
- (g) fines and penalties are not eligible for reimbursement;



- (h) the cost of alcoholic beverages are not eligible for reimbursement;
- (i) costs associated with software development and/or the purchase of hardware for the collection and/or management of homelessness data that results in an inability to participate in the National Homelessness Information System initiative (NHIS); and that constitutes a redundant use of funds and duplicates activities already offered through the Homeless Individuals and Families Information System (HIFIS) software are not eligible for reimbursement.

8.2 If, under the terms of this Agreement, the Sub-Agreement Holder is required to provide to the City an audited annual financial report at the end of the Sub-Project Period, and if the cost of the audit is otherwise an Eligible Expenditure, the audit cost is an Eligible Expenditure notwithstanding that it is incurred outside the Sub-Project Period.

9.0 TERMS OF PAYMENT

9.1 Subject to section 8.2, the City will make payments of its contribution by way of advances. Each payment shall cover a quarterly period (hereinafter referred to as the "Payment Period") during the Sub-Project Period.

9.2 (1) Subject to subsection (2), the City may, at any time and in its sole discretion,

- (a) change the basis of payments of its contribution to the Sub-Agreement Holder to progress payments for any period during the Sub-Project Period, or
- (b) change the Payment Period to a monthly period, or
- (c) change both (a) and (b).

(2) Where the City decides to make a payment change pursuant to subsection (1), the City shall notify the Sub-Agreement Holder in writing of the change and of the period during which the change will be applicable.

(3) For the purposes of this Schedule,

"progress payments" means payments to reimburse the Sub-Agreement Holder for Eligible Expenditures after they have been incurred,

"monthly period" means a calendar month that falls within the Sub-Project Period or, if the calendar month falls only partially within the Sub-Project Period, such portion thereof, and

"quarterly period", in relation to a series of consecutive three-month periods encompassing the Sub-Project Period and beginning on the first day of the calendar month determined by the City for purposes of administering this Agreement, means such a quarter that falls within the Sub-Project Period or, if the quarter falls only partially within the Sub-Project Period, such portion thereof.

9.3(1) Where the City makes payments of its contribution to the Sub-Agreement Holder by way of advances,

- (a) each advance shall cover the Sub-Agreement Holder's estimated financial requirements for each Payment Period. Such estimate shall be based upon a cash flow forecast that, in the opinion of the City, is reliable and up-to-date; and
- (b) if the amount of an advance payment for a Payment Period exceeds the actual amount of Eligible Expenditures incurred by the Sub-Agreement Holder during the Payment Period, the City reserves the right to deduct the excess amount from any subsequent advance payment to be made under this Agreement.

(2) Where the City makes payments of its contribution to the Sub-Agreement Holder by way of progress payments, each progress payment shall 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 financial claim for the Payment Period referred to in section 8.4.

9.4(1) Following the end of each Payment Period of the Agreement, the Sub-Agreement Holder shall provide the City with a financial claim using a form provided by the City and signed/certified as true by an authorized official of the Sub-Agreement Holder containing:

- (a) a summary breakdown, per cost category in the Sub-Project Budget, of Eligible Expenditures incurred during the Payment Period;

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- (b) an updated forecast of Sub-Project expenditures;
- (c) an activity report describing the work completed on the Sub-Project during the Payment Period; and
- (d) any supporting documentation relative to the financial claim that may be requested by the City (e.g. a copy of the general ledger).

(2) The Sub-Agreement Holder shall submit the financial claim required under subsection (1) no later than,

- (a) if the Payment Period is monthly, 15 days following the Payment Period.
- b) if the Payment Period is quarterly, 15 days following the Payment Period.
- (c) April 15th for the fiscal year immediately prior for fiscal reporting.

9.5 (1) The City may withhold any advance payment due to the Sub-Agreement Holder under this Agreement:

- (a) if the Sub-Agreement Holder has failed to submit when due
 - (i) a financial claim under section 8.4; or
 - (ii) any other document required by the City under this Agreement; or
- (b) pending the completion of an audit of the Sub-Agreement Holder's books and records, should Canada or the City decide to undertake such an audit.

(2) The City may also withhold any progress payments due to the Sub-Agreement Holder under this Agreement:

- (a) if the Sub-Agreement Holder has failed to submit when due any other document required by the City under this Agreement; or
- (b) pending the completion of an audit of the Sub-Agreement Holder's books and records, should Canada or the City decide to undertake such an audit.

9.6 The City may retain a holdback of an amount up to 10% of its maximum contribution at the end of the Sub-Project Period pending:

- (a) receipt and verification by the City of a final financial claim for the last Payment Period where advances have been made,
- (b) 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
- (c) receipt of any other Sub-Project-related record that may be required by the City.

10.0 ANNUAL FINANCIAL REPORTS

10.1 (1) At the end of each "Reporting Period" during the Sub-Project Period, the Sub-Agreement Holder shall provide to the City a financial report, **by APRIL 15TH for the fiscal year immediately prior**, 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 and to the corresponding approved Investment Plan.

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(2) For greater certainty, failure on the part of the Sub-Agreement Holder to submit financial reports within the timeframe specified under subsection (1) may result in the City withholding payment of an advance or progress payment in accordance with subsections 8.5 (1) or (2) of this Schedule or withholding payment of any holdback retained by the City in accordance with section 8.6 of this Schedule.

(3) For the purposes of this section, "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.

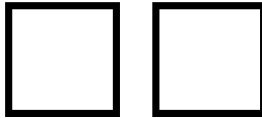
10.2 Each financial report submitted to the City pursuant to section 9.1 shall be accompanied by such supporting documentation as may be requested by the City.

Audit Requirement

10.3 (1) Unless otherwise notified by the City in writing, the Sub-Agreement Holder shall engage an independent licensed public accountant to audit, in accordance with Canadian generally accepted auditing standards, each financial report required under section 9.1. The Sub-Agreement Holder's letter of audit engagement shall include the requirements set out under section 9.1.

(2) If requested by the City to do so, the Sub-Agreement Holder shall allow representatives of the City to discuss any audited financial report referred to in this section with the Sub-Agreement Holder's auditors. The Sub-Agreement Holder shall execute such directions, consents and other authorizations as may be required in order to permit its auditors to discuss the report with representatives of the City and provide any requested information to them in relation to the audit.

SIGNATURES		
SUB-AGREEMENT HOLDER	SUB-AGREEMENT HOLDER	THE CITY
DATE	DATE	DATE



SCHEDULE C

ADDITIONAL CONDITIONS

LEGAL NAME OF SUB-AGREEMENT HOLDER
[INSERT NAME OF SUB-AGREEMENT HOLDER]
SUB-PROJECT TITLE
[INSERT SUB-PROJECT TITLE]

1.0 WORK PLAN

1.1 For 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, the Sub-Agreement Holder shall provide to the City for approval a “Work Plan” outlining the activities and timelines to be undertaken by the Sub-Agreement Holder in implementing the Sub-Project during the Fiscal Period or part thereof. Each Work Plan shall be prepared in accordance with guidelines issued by the City. A monthly activity progress report will be submitted to the City by the 15th of the month for the previous month

1.2 The Sub-Agreement Holder’s approved Work Plan for the first Fiscal Year or part thereof of the Sub-Project Period is attached to and forms an integral part of Schedule A (Sub-Project Description) to this Agreement. The Work Plan for each subsequent Fiscal Year or part thereof shall be provided to the City for approval no later than thirty (30) days prior to the beginning of each Fiscal Year to which it relates. A fiscal activity progress report will be submitted to the City by April 15th for the year immediately prior. This report highlights the activities that have taken place to achieve the goal(s) and outcomes for the prior year as well as the achievements/challenges that occurred as a result of HPS funded activities

1.3 The City will notify the Sub-Agreement Holder of its approval of each subsequent Work Plan no later than thirty (30) days following receipt of each plan. Upon approval, each subsequent Work Plan shall be attached to and form an integral part of Schedule A.

1.4 The Sub-Agreement Holder shall implement the Sub-Project in accordance with the approved Work Plans. The Sub-Agreement Holder shall not make any material change to an approved Work Plan without the written approval of the City.

2.0 DISTRIBUTION OF FUNDING TOWARDS SUB-PROJECTS

2.1 Reserved

2.2 (1) The Sub-Agreement Holder must demonstrate to the City that it applies sound financial management practices and respects the highest level of integrity.

(2) Subject to subsection (3), a Sub-Project shall not be funded 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 in the previous 3 years concludes to irregularities in the organization’s financial management practices or raises integrity issues.

(3) The restriction in subsection (2) 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.

2.3 Reserved

2.4 Reserved

Provision of Copies of Agreements and MOUs

2.5 Upon request, the Sub-Agreement Holder shall provide Canada with a copy of this Agreement.

Monitoring and Audit of Sub-Projects

2.6 The Sub-Agreement Holder understands that the City is required in its agreement with Canada to exercise due diligence in the administration of its agreements with Sub-Agreement Holders. Without limiting the generality of the foregoing, in exercising due diligence, the City is required to take appropriate measures for ensuring compliance by Sub-Agreement Holders with the terms and conditions of the agreement. The Sub-Agreement Holder agrees that the City may take the certain actions in furtherance of this, 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 by the Sub-Agreement Holder under the agreement were actually incurred and were in accordance with the agreement with them,



- (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 agreement, taking appropriate measures to resolve the situation, including termination of the agreement with the Sub-Agreement Holder or legal action to enforce compliance with the agreement, and
- (e) making all reasonable efforts to recover any overpayments under the agreement.

2.7 The Sub-Agreement Holder authorizes the City to provide to Canada, upon Canada’s request, a report of any monitoring review or audit of a Sub-Project undertaken by the City under section 2.6.

2.8 The Sub-Agreement Holder understands that the City is required by its agreement with Canada to cooperate with Canada in obtaining access to the Sub-Agreement Holder’s financial records, and, if required by Canada, the City is required to take all necessary steps to enforce the City’s and Canada’s right of access to the Sub-Agreement Holder’s records, including taking legal proceedings against the Sub-Agreement Holder.

3.0 REPORTING

3.1 Reserved

Results/Statistical Data Reporting

3.2 The Sub-Agreement Holder, at the time of signing the original funding agreement, shall submit a report of the results it expects in respect of the Program (hereinafter referred to as “Expected Results/Statistical Data Report”) no later than five days after the Sub-Project start date, including but not limited to:

- (a) Demographics of the target population (age, gender, populations of interest, special needs).
- (b) Number of individuals and families placed into permanent housing through a Housing First Approach
- (c) Number of individuals and families placed into more stable housing
- (d) Number of days to move Housing First Individuals and Families into permanent housing
- (e) Number of Housing First individuals and families who:
 - a. Remain housed at 3 months
 - b. Remain housed at 6 months
 - c. Remain housed at 12 months
 - d. Remain housed at 24 months
 - e. Moved again within this period
 - f. Successfully exited the Housing First program
 - g. Returned to homelessness
 - h. Had changes in income by income source
 - i. Had positive income transitions by type
 - j. Started an education program
 - k. Started a part-time education program
 - l. Started a full-time education program
 - m. Started employment
 - n. Had positive employment transitions by type
 - o. Started a job skills training program
 - p. Started volunteer work
 - q. Engaged in recreational or cultural programs or services

3.3 The Sub-Project Agreement Holder shall provide to the City, for each Fiscal Year by April 15th for the year immediately prior or part thereof of their Sub-Projects, a Fiscal Statistical Data Report detailing the actual results achieved during the reporting period in respect of the Expected Results/Statistical Data Report submitted to the City pursuant to section 3.2. Each Fiscal Statistical Data Report shall be submitted to the City no later than April 15th for the year immediately prior. Monthly statistical data will be provided to the City by the 15th of the month for the prior month. Reporting requirements may be altered during the course of this funding agreement by the City.

Any change to the funding amount, expected outcomes, activities or end date of a Sub-Project will require a revised Expected Results Report. If a revision to an Annual Results Report of a Sub-Project is required, then the applicable reporting phase must be selected and relevant section updated. Revised Results Reports, expected or annual, are due to Canada within fourteen (14) calendar days following the approved change.



4.0 RESERVED

5.0 ENVIRONMENTAL PROTECTION

5.1 The Sub-Agreement Holder shall:

- (a) maintain and implement any and all environmental protection measures prescribed by Canada for ensuring that the harm to the environment resulting from the Sub-Project, if any, will remain minimal; and
- (b) ensure that all environmental protection measures, standards and rules relating to the Sub-Projects established by competent authorities are respected. Sub-Project

6.0 OFFICIAL LANGUAGES

6.1 The Sub-Agreement Holder shall:

- (a) make Sub-Project-related documentation and announcements (for the public and prospective Sub-Project participants, if any) in both official languages;
- (b) actively offer Sub-Project-related services in both official languages;
- (c) encourage members of both official languages communities to participate in the Sub-Project; and
- (e) provide its services, where appropriate, in such a manner as to address the needs of both official languages communities.

SIGNATURES		
_____ SUB-AGREEMENT HOLDER	_____ SUB-AGREEMENT HOLDER	_____ THE CITY
_____ DATE	_____ DATE	_____ DATE

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SCHEDULE D

BLANKET INSURANCE POLICY OR EQUIVALENT FIDELITY BOND

LEGAL NAME OF SUB-AGREEMENT HOLDER
[INSERT NAME OF SUB-AGREEMENT HOLDER]
SUB-PROJECT TITLE
[INSERT SUB-PROJECT TITLE]

The Sub-Agreement Holder shall furnish the City with evidence of Blanket Position insurance policy or equivalent Fidelity Bond in the amount not less than the maximum amount of the City's contribution set out in Schedule A of this Agreement. The City shall be shown on the Policy as a named Obligee with respect to any loss or misuse of funds held by the Service Provider as described in this Agreement.

SIGNATURES		
SUB-AGREEMENT HOLDER	SUB-AGREEMENT HOLDER	THE CITY
DATE	DATE	DATE