

**THIS PURCHASE OF SERVICE AGREEMENT** made in triplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

BETWEEN:

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

AND

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

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

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

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

**AND WHEREAS** LHC is an incorporated not-for-profit organization with a Board of Directors residing in London. LHC is a not-for-profit cultural heritage umbrella organization. The mission of LHC is to inspire, nurture and manage innovative initiatives through collaboration and coordination in the region. LHC is a primary resource for programs and services that provide information, education, consultation, and networking opportunities for the entire heritage and cultural community, including Londoners and visitors;

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

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

## **PART 1 – DEFINITIONS**

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

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

## **PART 2 – REPRESENTATIONS, WARRANTIES AND COVENANTS**

2.1 General. LHC represents, warrants and covenants that:

- (a) It is, and shall continue to be for the term of this Agreement, a validly existing legal entity with full power to fulfill its obligations under this Agreement;
- (b) It has, and shall continue to have for the term of this Agreement, the experience and expertise necessary to accept and apply the Fee/funds toward its costs for the Services; and

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

2.2 Execution of Agreement. LHC represents and warrants that:

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

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

- (a) A code of conduct and ethical responsibilities for all persons at all levels of LHC's organization;
- (b) Procedures to ensure the ongoing effective functioning of LHC;
- (c) Decision-making mechanisms for LHC;
- (d) Procedures to enable LHC to manage the Fee/funds prudently and effectively;
- (e) Procedures to enable the preparation and delivery of all reports required pursuant to this Agreement; and
- (f) Procedures to enable LHC to deal with such other matters as LHC considers necessary to ensure that LHC carries out its obligations under this Agreement.

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

### **PART 3 – TERM**

3.1 This Agreement shall commence on May 1, 2015 and end on April 30, 2019 unless terminated earlier pursuant to the termination provisions in this Agreement.

### **PART 4 - OBLIGATIONS OF LHC**

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

- (a) operate and administer the Community Heritage Investment Program (CHIP) in accordance with the guidelines attached as **Schedule "A"**;
- (b) operate, including maintaining and managing heritage content on, the London Culture Website [www.londonculture.ca](http://www.londonculture.ca) for the purpose of promoting programs delivered and administered by LHC and the City;
- (c) operate the Doors Open London event;
- (d) operate the Trails Open London program;
- (e) operate the Museum School London program;
- (f) tombstone restoration for the Brick Street Cemetery;
- (g) historical interpretation services including the operation of tours of the Brick Street Cemetery;
- (h) consult and meet with the City Manager on an ongoing basis concerning LHC's cultural initiatives;
- (i) participate with the City on and implement with the City, London's Cultural Prosperity Plan;
- (j) report with the City Manager to City Council on the status of the implementation of London's Cultural Prosperity Plan;

(k) appoint a representative of LHC to serve as a non-voting resource member to the City's London Advisory Committee on Heritage (LACH) and to attend LACH meetings; and

(l) provide advice and recommendations to and consult with the City on cultural matters as may be requested by the City Manager including without limitation to matters related to heritage policy and guidelines; evaluation; heritage education, engagement and interpretation; the restoration and interpretation of cemeteries; and the City of London Public Art Policy related to "memorials, monuments or artifacts such as the Cenotaph and Cannons".

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

#### 4.3 Marketing, Promotion and Communication Requirements.

(a) LHC shall acknowledge, in a form and manner as directed by the City Manager, the support of the City in all marketing and promotional materials (including but not limited to specific programs funded by the City on [www.londonculture.ca](http://www.londonculture.ca), flyers, postcards, posters, programs, banners) related to the Services provided by it under this Agreement.

(b) LHC shall require all recipients of funding as a condition of granting funds under the Community Heritage Investment Program (CHIP) to use the City's logo, in a manner as directed by the City Manager, in their marketing and promotional materials related to the project, program or activity for which the CHIP funding was provided.

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

5.1 For the Services, the City agrees to pay LHC a fee ("the Fee") of One hundred and seventy thousand five hundred dollars (\$170,500) for each year of this Agreement subject to the following:

(a) beginning in 2016 and thereafter annually during the term of this Agreement the Fee in the amount of \$101,500, shall be adjusted by the percentage change over 12 months in the February All-Items Consumer Price Index for Canada, (Table 326-0020 all items, 2002 = 100);

(b) in each year during the term of this Agreement, the Fee shall be paid in two installments with 95% paid in 2015 within 15 days of execution of this Agreement and thereafter in each year on March 30<sup>th</sup> and 5% paid in each year on receipt of the Annual Report as required in accordance with section 6.6;

(c) LHC shall use the Fee only for the purpose of funding the Services;

(d) the City may, in its sole discretion and in addition to any other remedy available to it, withhold any payment due to LHC under this Agreement and, in particular;

(i) if LHC has failed to submit when due any report required by the City under this Agreement;

(ii) pending the completion of an audit of LHC's books and records, should the City decide to undertake such an audit;

(iii) if LHC is not in compliance with any applicable laws, regulations, by-laws, Council Policies, and if applicable the Vulnerable Populations requirements;

(iv) in the event that an audit of LHC's books and records indicates mismanagement or misuse of funds, in the sole opinion of the City Treasurer; and

(v) if LHC has not provided the insurance certificate as required under this Agreement;

(e) the Fee shall be adjusted to reflect the addition, elimination, transfer or variance to the Services agreed upon in writing from time to time by the City and LHC.

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

(a) Twenty-five thousand dollars (\$25,000) for an annual heritage showcase Doors Open London event;

- (b) Twenty-five thousand dollars (\$25,000) for annual activities that showcase the natural heritage Trails Open London program;
- (c) Ten thousand dollars (\$10,000) towards administration of the Museum School London program;
- (d) Five thousand dollars (\$5,000) towards restoration and interpretation needs of the Brick Street Cemetery;
- (e) Four thousand dollars (\$4,000) for LHC to provide a representative to serve as a non-voting resource member of LACH;
- (f) One hundred and one thousand five hundred dollars (\$101,500) towards all other Services to be provided by LHC under this Agreement.

5.3 Operation and administration of CHIP.

- (a) LHC agrees that it shall;
  - (i) operate and administer the Community Heritage Investment Program (CHIP) in accordance with the guidelines attached as **Schedule "A"**;
  - (ii) establish and maintain a separate bank account to be used solely for the purpose of holding funds provided to it by the City for grants to be made under the Community Heritage Investment Program (CHIP);
  - (iii) deposit and hold all funds provided to it by the City for grants to be made under the Community Heritage Investment Program (CHIP) into such account;
  - (iv) withdraw funds from such account only for the purpose of funding a program or project for which an application has been received and approved by LHC under the Community Heritage Investment Program (CHIP); and
  - (v) establish within its corporation a volunteer (CHIP) Jury to review applications for the purpose of allocation of the Community Heritage Investment Program (CHIP) funding. The decisions of the (CHIP) Jury shall be final and not subject to being changed by LHC Board Members, LHC staff, City Council or Civic Administration.
- (b) LHC agrees that it shall consult with the City Manager about changes proposed by it to the Community Heritage Investment Program (CHIP) guidelines attached as **Schedule "A"**. LHC agrees that it shall not make any changes to the guidelines in **Schedule "A"** without the approval in writing of the City Manager.
- (c) LHC acknowledges and agrees:
  - (i) that the funds provided to it by the City for grants to be made under the Community Heritage Investment Program (CHIP) are subject to approval by City Council, in its sole discretion, for the fiscal year in which the payment is to be made.
  - (ii) that if the City Council terminates or reduces the amount of funding for grants allocated to the program, the City is not obligated to make any such payment to LHC and LHC shall not hold the City liable for any termination or reduction of the funding.
- (d) The parties agree that if the funding for grants allocated to the program is terminated or reduced, they shall attempt in good faith to negotiate an amendment to the Fee and if an agreement cannot be reached that is satisfactory to both parties, either party may terminate this Agreement in accordance with the termination provisions of this Agreement.

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

- (a) LHC; or
- (b) any person who has the capacity to influence LHC's decisions,

has outside commitments, relationships or financial interests that could, or could be seen to, interfere with LHC's objective, unbiased and impartial judgement relating to the use of the Fee/funds provided to it for allocation under the Community Heritage Investment Program (CHIP).

## **PART 6 – RECORDS & REPORTING**

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

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

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

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

- (a) inspect and copy the records and documents referred to in section 6.1;
- (b) remove any copies made pursuant to this section from LHC's premises; and
- (c) conduct any type of audit or investigation of LHC in respect of any of its obligations under this Agreement.

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

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

6.6 Annual Report. For each year of the Term of this Agreement, LHC shall, on or before December 30<sup>th</sup>, provide to the City Manager an annual report approved by the LHC Board of Directors, in a form satisfactory to the City Manager which shall include;

- (a) for the Community Heritage Investment Program (CHIP):
  - (i) a listing of all applications considered for funding under the Community Heritage Investment Program (CHIP) including the organizations applying as well as the amount of funding sought;
  - (ii) a list of all applications funded including a brief description of the proposal of each successful applicant who received Community Heritage Investment Program (CHIP) funding;
  - (iii) a list of any unallocated funds that shall remain to be allocated as part of the CHIP allocation process for the following year;
  - (iv) a report on any conflicts of interest, complaints or concerns which were raised during the timeframe being reported; and,
  - (v) a descriptive report on an analysis of the overall impacts of this granting program and process on heritage for London, based upon the evaluation forms received from CHIP recipients in the previous year.

(b) London Culture Website [www.londonculture.ca](http://www.londonculture.ca) annual statistics concerning:

- The number of users accessing the website;
- The most accessed web pages; and
- A summary of the overall outcomes of the London Culture Website.

(c) Doors Open London event celebration attendance, number of sites, types of programming at each site, volunteers, annual successes and challenges, concerns, and leveraged funding from other sources;

(d) Trails Open London program types of programming, volunteers, annual successes and challenges, concerns, and leveraged funding from other sources;

(e) Museum School London program collaboration statistics related to each of the regional school boards; and leveraged funding from other sources;

(f) a description of the Brick Street Cemetery tombstone restorations and historical interpretation work undertaken and completed; and

(g) Heritage services provided to the City's Culture Office related to heritage policy and guidelines, heritage education, engagement and interpretation.

## **PART 7 – COMPLIANCE WITH LEGISLATION**

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

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

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

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

7.5 In accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, LHC, its directors, officers, employees, agents and volunteers shall hold confidential and shall not disclose or release to any person at any time during or following the term of this Agreement, except where required by law, or as required under this Agreement, any information or document without obtaining the written consent of the individual/organization concerned prior to the release or disclosure of such information

or document and shall comply with the requirements regarding personal information and confidentiality as contained in **Schedule "B"** attached hereto and forming part of this Agreement.

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

## **PART 8 - INSURANCE AND INDEMNITY**

8.1 Throughout the term of this Agreement, LHC shall maintain general liability insurance on an occurrence basis for an amount of not less than Two Million Dollars (\$2,000,000) and shall include the City as an additional insured with respect to LHC's operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal liability, personal injury, broad form property damage, contractual liability, owners' and contractor's protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses. LHC shall submit, on an annual basis in advance of expiry, a completed standard Insurance Certificate (Form #0788), which provides for a minimum of thirty (30) days' notice in advance of cancellation of such insurance.

8.2 LHC shall submit, on an annual basis, a comprehensive (3D) Dishonesty, Disappearance and Destruction Blanket Position Policy or equivalent Fidelity Bond in the amount of One Hundred Thousand Dollars (\$100,000). The City shall be shown on the policy as a named Obligee, with respect to incidents arising from work performed under this Agreement.

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

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

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

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

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

## **PART 9 - DEFAULT AND TERMINATION**

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

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

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

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

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

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

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

- (a) initiate any action the City considers necessary in order to facilitate the provision of the Services, the successful application of the Fee for the Services or for the allocation of the funding provided under the Community Heritage Investment Program (CHIP);
- (b) provide LHC with an opportunity to remedy the event of default;
- (c) suspend the payment of the Fee for such period as the City determines appropriate;
- (d) reduce the amount of the Fee;
- (e) demand the repayment of any of the Fee or funds provided to it for allocation under the Community Heritage Investment Program (CHIP) remaining in the possession or under the control of LHC;
- (f) demand the repayment of any amount equal to any of the Fee LHC used, but did not use in accordance with this Agreement;
- (g) demand the repayment of any amount equal to any of the funds disbursed under the Community Heritage Investment Program (CHIP) that were not used, allocated or disbursed in accordance with this Agreement;
- (h) demand the repayment of any amount equal to any of the Fee the City provided to LHC;
- (i) demand the repayment of any amount equal to the funds provided by the City to LHC for allocation under the Community Heritage Investment Program (CHIP); or
- (j) terminate this Agreement at any time, including immediately, upon giving Notice to LHC.

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

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

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

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

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

## **PART 10 - GENERAL**

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

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

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



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

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

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

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

- (a) if delivered personally or by recognized courier on the date of such delivery; or
- (b) if by fax, when transmitted if received before 4:30pm local time at the recipient's office or failing which on the next business day; or
- (c) if delivered by postage prepaid mail, three (3) days after the party mails it.

Any notices under this Agreement shall be sent to the City and LHC as follows:

- (a) The Corporation of the City of London  
300 Dufferin Ave., 3rd floor  
P.O. Box 5035  
London, ON N6A 4L9  
Attention: City Clerk
- (b) London Heritage Council  
251 Dundas Street  
London, ON N6A 6H9  
Attention: Executive Director

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

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

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

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

**THE CORPORATION OF THE  
CITY OF LONDON**

**LONDON HERITAGE COUNCIL**

\_\_\_\_\_  
Matt Brown, Mayor

\_\_\_\_\_  
Catharine Saunders, City Clerk

\_\_\_\_\_  
Chris Hamber, Chair  
I have the authority to bind the  
Corporation

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

**Project Funding**

The Community Heritage Investment Program (CHIP) provides **project funding grants** to cultural heritage organizations, community organizations operating a heritage or cultural program activity, heritage festivals/events and individuals that operate on a not-for-profit basis.

**Program Priorities:**

The Community Heritage Investment Program (CHIP) project funds are intended to provide project funding to a range of organizations and individuals within the City of London that will:

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

**Program Application Requirements:**

- Individual applicant(s) must be a London resident and conduct their business primarily in London;
- Organizations and/or groups must be based in London and conduct their business primarily in London;
- Supply a copy of the organizations most recent financial statements;
- As a recipient of public funds, successful applicants are required to keep and maintain all records, invoices and other documents relating to the funding received in a manner consistent with generally accepted accounting principles for a period of 3 years;
- The London Heritage Council may inspect and audit the books, payroll, accounts and records of an individual or organization which has received project funds. An organization will make all service and financial reports, including annual audited/unaudited financial statements available to the London Heritage Council upon request;
- Organizations must submit one copy of their corporation’s Letters Patent, as well as details on official status (non-profit number, charitable status registration number);
- CHIP does not fund 100% of an applicant’s proposed budget. Applicants must indicate a range of revenue sources, including earned, private sector and government revenue; and
- Only non-profit activities are eligible.

**Program Application Assessment Criteria:**

The London Heritage Council’s CHIP Granting Review Panel evaluates grant applications using the following criteria in the context of each organization’s/individuals stated mandate, scale of operations and the environment in which they work:

1. **Merit:** Based on the applicant’s quality of work, the organization’s Mandate/Statement, Project Description, Resume(s) and Support material(s);
2. **Impact:** On the development of the individual/organization or on the audience/community for whom the project/event is intended; and
3. **Viability:** Of the budget, the planning process and objectives of the project, the timeline and marketing plan (as applicable).

**Program Exclusions: *The following are ineligible:***

- City of London Boards and Commissions, Community Arts Investments Program (CAIP) operating stream recipients, Community Arts Investments Program (CAIP) applicants in the same calendar year, Organizations/groups receiving Core Funding from the City of London in excess of \$10,000 annually or Organizations/groups receiving City of London Project Funding;
- Projects that have been completed prior to approval of an application. The Community Heritage Investment Program (CHIP) **does not apply retroactive funding**;

- Activities related to tuition, travel and/or travel expenses, fundraising events/projects, deficit reductions or internships;
- Costs related to capital purposes including, but not limited to, the purchase of land, fixtures or physical facilities. An application for assistance under the Community Heritage Investment Program (CHIP) does not preclude an application for capital assistance under the City of London's Capital Grants Program;
- Marketing/promotional projects;
- Organizations/groups/individuals that have not completed previous projects funded by the Community Heritage Investment Program (CHIP);
- An applicant that budgets on a deficit basis and/or successively operates on a deficit basis; and
- Organizations/Individuals not located within the City of London.

If clarification as to eligibility is required please contact the London Heritage Council.

#### **Supporting Material:**

- Applicants should submit a soft copy of their organization's Letters Patent, as well as details on official status (not-for-profit number, charitable status registration number);
- Film footage, sample programs/brochures, publications, supporting research, are examples of supporting materials for your application; and
- All supporting materials must be uploaded through the electronic application form.

#### **Program Deadline:**

- **Applications are due by: the first Monday in February prior to 11:59 pm**  
Late or incomplete applications are automatically ineligible
- Applications should be submitted through the electronic form provided (<http://www.emailmeform.com/builder/form/a38V2aOLhd5cb5lkS30Xo0E>); no other means of submission will be accepted.

#### **Final Grant Notification:**

Applicants will be notified in writing prior to the announcement date. Results are never released in any manner.

#### **Conditions and Requirements of Funding:**

- Grants are to be spent prior to: March 31 of the following calendar year;
- Grants shall only be used for the purpose(s) outlined in the application. Changes in scale, activities and timeframe must be reported promptly to the London Heritage Council;
- The London Heritage Council's (CHIP) Jury reserves the right to place conditions on the release of grants (e.g. confirmation of venues, other sources of funding, programming). Any specific condition associated with a grant will be contained in the letter of notification;
- As a recipient of public funds, successful applicants are required to maintain adequate records as to receipt and disbursement of funds received;
- The London Heritage Council may inspect and audit the books, accounts and records of an individual or collective recipient that has received project funds ;
- Grant recipients are **required to acknowledge** the support of the London Heritage Council and the City of London in **all marketing and promotional materials (including flyers, postcards, posters, programs, banners)** relating to the activities for which the funds are granted. Current logos may be obtained from our new culture portal ([www.londonculture.ca](http://www.londonculture.ca));
- Grant recipients are **required** to inform the London Heritage Council of the dates of all funded activities;
- Grant recipients are **required** to register themselves and their events on [www.londonculture.ca](http://www.londonculture.ca); and
- If applicable, we ask that you maintain an active link from your website to [www.londonculture.ca](http://www.londonculture.ca).

#### **Contact Information:**

London Heritage Council  
251 Dundas Street (ground floor of downtown London Public Library)  
London ON N6A 6H9  
(519) 930-2140  
[www.londonculture.ca](http://www.londonculture.ca)

- For inquiries regarding the Community Heritage Investments Program (CHIP):  
Rebekah Morrison-Wize, Development Coordinator  
[rmorriso@london.ca](mailto:rmorriso@london.ca)
- For inquiries regarding technical issues related to the electronic form:  
Eunju Yi, Projects Coordinator  
[eyi@london.ca](mailto:eyi@london.ca)

### **Community Heritage Investment Program (CHIP) – Community Museums Operating Grants**

The Community Heritage Investment Program (CHIP) provides operating grants to Community Museums in London and contributes to the programming and administrative costs associated with their ongoing yearly activities within the City of London.

#### **Program Goals:**

The Community Heritage Investment Program (CHIP) Community Museums Operating Grants will raise the standards of London's Community Museums in order to meet the Provincial Museum Standards as established in Regulation 877 under the *Ontario Heritage Act*. As well, funding from the Community Heritage Investment Program (CHIP) Community Museums Operating Grant is intended to:

- Encourage public awareness and appreciation of London's Museums and heritage sector;
- Increase access to quality local Museum programming and activities;
- Encourage collaborations;
- Allow volunteer opportunities for Londoners; and
- Enhance London's desirability as a community of choice.

#### **Program Applicant and Submission Requirements:**

- Applicants must be a non-profit, registered Community Museum with an annual operating budget of less than \$1 million dollars;
- Applicants must be located within London city limits;
- Applicants must supply copies of all written policies required to meet compliance with Ontario's Museum Standards. Should specific policies still be in development, a four year strategic plan to bring the program applicant to compliance must be submitted;
- As a recipient of public funds, successful applicants are required to keep and maintain all records, invoices and other documents relating to the funding received in a manner consistent with generally accepted accounting principles for a period of 7 years;
- The London Heritage Council may inspect and audit the books, payroll, accounts and records of a recipient organization which has received operating funds. An organization will make all service and financial reports, including annual audited/unaudited financial statements available to the London Heritage Council upon request;
- CHIP does not fund 100% of an applicant's operating budget. Applicants must indicate a range of revenue sources, including earned, private sector and government revenue;
- **Museums that are eligible to receive this support are required to meet or show a plan to meet the criteria established in Regulation 877, "Grants for Museums" under the Ontario Heritage Act and the Ministry of Tourism, Culture and Sport's Standards for Community Museums in Ontario;**
- A copy of the enabling by-law, letters patent, or minutes vesting the authority of the board of directors or committee of management for the museum;
- A copy of most recent audited financial statements;
- A list of the names and addresses of the museum's current board members;
- A copy of the minutes of the most recent Annual General Meeting;
- Documentation verifying the museum or other public body owns the collection of artefacts;
- Completed examples of the museum's collection records system including:

- The accession register (1 full-page photocopy as example);
- Collections record (paper or copy of an online record);
- Condition report form;
- Loan form;
- Gift form; and
- Other forms the museum may use;
- Copies of the following [policies signed and dated by governing body]:
  - Statement of purpose (or mission statement);
  - Governance policy;
  - Finance policy;
  - Collections Management policy;
  - Conservation policy;
  - Research policy;
  - Human resources policy;
  - Exhibition policy;
  - Interpretation and education policy;
  - Community policy;
  - Museum's site specific Emergency & Disaster Plan;
  - Board orientation manual; and
  - Job description for board member, museum curator;
- A copy of the museum's current strategic plan;
- A copy of the museum's current year's budget (including revenues and expenditures); and
- A four year business/strategic plan to meet the Standards for Community Museums in Ontario.

#### **Program Exclusions:**

- **City of London Boards and Commissions, Community Arts Investments Program (CAIP) operating stream recipients, Community Arts Investments Program (CAIP) applicants in the same calendar year, Organizations/groups receiving Core Funding from the City of London in excess of \$10,000 annually or Organizations/groups receiving City of London Project Funding;**
- Activities related to tuition, travel and/or travel expenses, fundraising events/projects, deficit reductions or internships;
- Costs related to capital purposes including, but not limited to, the purchase of land, fixtures or physical facilities. An application for assistance under the Community Heritage Investment Program does not preclude an application for capital assistance under the City of London's Capital Grants Program;
- A grant will not normally be awarded to an applicant that successively operates in a deficit position of greater than 15% of overall operating budget. A Board of Directors approved deficit reduction plan must be included; and
- Community Museums not located within the City of London.

If clarification as to eligibility is required please contact the London Heritage Council.

#### **Program Deadline:**

Applications are due the first Monday of February prior to 11:59pm and must be submitted electronically. Late applications will not be accepted.

#### **Final Grant Notification:**

Applicants will be notified in writing prior to the announcement date. Results are never released in any manner.

#### **Conditions and Requirements of Funding:**

- Grants shall only be used for the purpose(s) outlined in the application. Changes in the Community Museums Board or Administrative personnel must be reported promptly to the London Heritage Council;

- The London Heritage Council's (CHIP) Jury reserves the right to place conditions on the release of grants (e.g. other sources of funding, programming). Any specific condition associated with a grant will be contained in the letter of notification;
- As a recipient of public funds, Community Museums are required to maintain adequate records as to receipt and disbursement of funds received;
- The London Heritage Council may inspect and audit the books, accounts and records of an individual or collective recipient that has received project funds;
- Grant recipients are required to acknowledge the support of the London Heritage Council and the City of London in all marketing and promotional materials (including flyers, postcards, posters, programs and banners). Current logos may be obtained from the London Heritage Council website. ([www.londonculture.ca](http://www.londonculture.ca));
- Community Museums Operating Grant recipients are required to register themselves and their events on the London Heritage Council website at [www.londonculture.ca](http://www.londonculture.ca); and
- If applicable, we ask that you maintain an active link from your website to the London Heritage Council website ([www.londonculture.ca](http://www.londonculture.ca)).

**Contact Information:**

London Heritage Council  
251 Dundas Street (ground floor of downtown London Public Library)  
London ON N6A 6H9  
519.930.2140 [www.londonculture.ca](http://www.londonculture.ca)

For questions regarding eligibility and requirements, please contact:  
Rebekah Morrison-Wize, Development Coordinator  
[rmorriso@london.ca](mailto:rmorriso@london.ca)

For questions regarding technical issues, please contact:  
Eunju Yi, Project Coordinator  
[eyi@london.ca](mailto:eyi@london.ca)

## **SCHEDULE “B”**

### **Freedom of Information and Protection of Privacy**

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

4. The London Heritage Council shall retain all City Information in a manner that protects its security and confidentiality and shall not disclose City Information to any of its personnel not having a need to know such information in relation to the performance of this Agreement.
5. Except:
  - (a) with the consent of the individual; or
  - (b) in accordance with this Agreement, the London Heritage Council shall not use City Information that is Personal Information for purposes other than that for which it was collected.
6. Except for law enforcement purposes and in accordance with this Agreement, the London Heritage Council shall not disclose City Information in any manner whatsoever without the prior approval in writing of the City.
7. The London Heritage Council shall not destroy any City Information.
8. Subject to all applicable legislation, including the *Municipal Freedom of Information and Protection of Privacy Act*, the City may disclose:
  - (a) any part of or all London Heritage Council Information; or
  - (b) any part or all of this Agreement.