

Bill No. 131
2016

By-law No. A.-_____

A By-law to approve the Funding and Project Agreement with London District Catholic School Board for construction of a Neighbourhood Family Centre at St. Francis Catholic Elementary School to be constructed in the Westminster planning district and to delegate authority under the Agreement to the Manager of Children's Services or his or her written delegate.

WHEREAS the City has the capacity, rights, powers and privileges of a natural person for the purposes of exercising its authority under the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, or any other Act, pursuant to the provisions of section 9 of the *Municipal Act, 2001*;

AND WHEREAS s. 57 of the *Child Care and Early Years Act, 2014*, S.O. 2014, c. 11, Sched. 1 ("*Child Care and Early Years Act*") authorizes the City as service system manager under the *Child Care and Early Years Act* to establish, administer, operate and fund child care and early years programs and services; and that a service system manager shall coordinate the planning and operation of child care and early years programs and services with the planning and provision of other human services delivered by the service system manager;

AND WHEREAS, pursuant to s. 49 of the *Child Care and Early Years Act*, it is a matter of provincial interest that there be a system of child care and early years programs and services that: (a) is focused on Ontario's children and families; (b) promotes the health, safety and well-being of children; (c) provides high quality experiences and positive outcomes for children with a provincial framework to guide pedagogy; ... (e) responds to communities' needs by, (i) providing services both for families who receive financial assistance for child care and for families who do not receive such financial assistance, (ii) providing a range of service options to support parents who are part of the workforce, such as options that address varied working hours and arrangements; ... (h) is co-ordinated with other community and human services; (i) is flexible and able to adapt to local circumstances; (j) supports the social and economic well-being of Ontarians; ... (l) supports the transition from child care and early years programs and services to school; (m) approaches pedagogy in child care and early years programs and services in a manner that supports the transition referred to in clause (l)...;

AND WHEREAS the *Child Care and Early Years Act* requires co-operation between service system managers and the Minister, and the duty to co-operate includes the duty to provide access to and share information relating to child care and early years programs and services;

AND WHEREAS the *Child Care and Early Years Act* requires the service system manager to have a child care and early years programs and services plan for its service area (being the geographic area of the City of London and County of Middlesex), which plan must address the matters of provincial interest set out in section 49, which plan must be approved by Council;

AND WHEREAS s. 56 of the *Child Care and Early Years Act* requires the service system manager to (c) coordinate the planning and operation of child care and early years programs and services with the planning and provision of other human services delivered by the service system manager;

AND WHEREAS the City is requesting the London District Catholic School Board to construct a Neighbourhood Family Centre in St. Francis Catholic Elementary School in the Westminster planning district;

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

AND WHEREAS sections 9, 10 and 23.1 through 23.5 of the *Municipal Act, 2001* authorize a municipality to delegate its powers and duties under the Act to a person or body;

AND WHEREAS Council Policy By-law A.-6151-17 established a policy for the delegation of powers and duties (Delegation of Powers and Duties Policy), as required under section 270(1) of the *Municipal Act, 2001*;

AND WHEREAS the Delegation of Powers and Duties Policy sets out the factors that Council may consider, without limitation, when delegating a power or duty: i. the term of the delegation; ii. the conditions or restrictions, if any, on City Council's power to revoke the delegation; iii. The conditions or restrictions, if any, to be imposed on the delegate; iv. Whether the power or duty to be delegated will be exercised only by the delegate or by both the delegate and the municipality; whether the delegation is consistent with the municipality's policies under section 270 of the *Municipal Act, 2001*; the importance and complexity of the power or duty to be delegated and whether the delegate has the requisite qualifications and expertise to exercise the delegated powers and duties;

AND WHEREAS it is anticipated that the maximum amounts sufficient to cover all of the City's costs in this matter will not exceed \$885,000.00 plus 10% contingency for a total municipal contribution of \$973,500.

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

1. The Funding and Project Agreement ("Agreement") to be entered into between The Corporation of the City of London and LONDON DISTRICT CATHOLIC SCHOOL BOARD, with \$440,975 funding provided by the London District Catholic School Board and the balance of funding provided from 100% provincial funding available through the Child Care and Early Childhood Development Reserve Fund to construct a Neighbourhood Family Centre at St. Francis Catholic Elementary School, substantially in the form attached as Schedule 1 to this By-law, is approved.

2. The Mayor and the City Clerk are authorized to execute the agreement approved under section 1 above.

3. The Manager of Children's Services, and in his or her absence, the Manager of Children's Services' written delegate, with respect to the Agreement, are delegated the authority:

(i) under ss.2.02(2), to review, provide comments to the Board, and determine if the Plan is acceptable, and if acceptable, to provide written notice of such acceptability to the Board;

(ii) under ss. 2.02(5), to review a tender, and determine if the tender is acceptable, and if acceptable, to provide written notice of such acceptability to the Board;

(iii) under ss. 2.04, to request changes to the Plan, and to advise the Board in writing whether to proceed with such change; and

(viii) under ss. 2.06, to act as representative ("City's Project Manager") for the City;

on the condition that any actions taken by the delegate do not require additional funding or are provided for in the City's current budget, and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London.

4. This by-law shall come into force and effect on the day it is passed.

PASSED in open Council on April 5, 2016.

Paul Hubert
Deputy Mayor

Catharine Saunders
City Clerk

First Reading – April 5, 2016
Second Reading - April 5, 2016
Third Reading - April 5, 2016

SCHEDULE 1

FUNDING AND PROJECT AGREEMENT- St. Francis Elementary School- Neighbourhood Family Centre

THIS AGREEMENT made as of the day of March, 2016

B E T W E E N:

LONDON DISTRICT CATHOLIC SCHOOL BOARD

(hereinafter the "**Board**")

OF THE FIRST PART

- AND -

THE CORPORATION OF THE CITY OF LONDON

(hereinafter the "**City**")

OF THE SECOND PART

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*, S.O. 2001, c.25, as amended;

AND WHEREAS section 107 of the *Municipal Act, 2001* provides that a municipality may make grants, on such terms as to security and otherwise as the council considers appropriate, to any person, group or body, including a fund, within or outside the boundaries of the municipality for any purpose that council considers to be in the interests of the municipality;

AND WHEREAS the Board is the registered owner of the fee simple of the Lands (as defined below);

AND WHEREAS the City municipal council considers it to be in the interests of the municipality to make a grant to the Board to fund a portion of the costs of the Project (as defined below), for the purpose of constructing space for a Neighbourhood Family Centre consisting of a renovation of existing space at the school and the construction of an addition at the school, on the basis contemplated herein;

NOW THEREFORE in consideration of the premises and the good and valuable consideration herein contained (the receipt and sufficiency of all of which is hereby acknowledged by the parties hereto), the parties do hereby covenant and agree with one another as follows:

ARTICLE 1 - DEFINITIONS AND TERM

1.01 Definitions

In this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following terms have the following respective meanings:

- (a) "**Lands**" means the lands described in Schedule A hereto;
- (b) "**Neighbourhood Family Centre**" has the meaning set forth in Schedule C hereto;
- (c) "**Operator**" means an entity identified and recruited by the City for purposes of operating a Neighbourhood Family Centre within the Premises, who is acceptable to the Board (acting reasonably) and who enters into a lease for the Premises in such form as may be required by the Board, from time to time;
- (d) "**Premises**" means the indoor facilities which result from the completion of the Project and which are leased by the Board to an Operator;

- (e) **“Project”** refers to the renovation of certain existing space at the School and the construction (including site alterations) of an addition to the School, all as described in Schedule B hereto; and,
- (f) **“School”** means the Board's elementary school known as St. Francis School and located at 690 Osgoode Drive , London, Ontario, N6E 2G2

1.02 Term

This Agreement shall remain in effect until the last of the obligations of the parties hereunder to be fulfilled is fulfilled.

ARTICLE 2 - PROJECT

2.01 Project

The City has requested and hereby confirms its request that the Board undertake the Project so that it is appropriate for use as a Neighbourhood Family Centre. Schedule B hereto sets forth any particulars which the City has identified as being necessary components of the finished Premises. The Board shall, subject to the terms and conditions of this Agreement, in its undertaking of the Project, design and complete, or cause to be designed and completed, the Premises in a manner which is consistent with the requirements set forth in Schedule B hereto.

2.02 Design Criteria and Budget

(1) Following the execution of this Agreement, the Board shall retain an architectural firm (known to and otherwise on the Board's list of approved consultants), to develop a plan for the Project (the "Plan") which shall include:

- (a) one or more drawings relating to the various aspects of the Project, including the Premises;
- (b) the design criteria which the Board has established for the Project, including the Premises, setting out, among other things, the criteria which will be utilized by the Board in connection with the architectural design, construction, and physical appearances of the Premises;
- (c) a budget itemizing the projected costs for the design and completion of the Project as approved by the Board; and,
- (d) any other documentation and/or information which the City may reasonably require in relation to the design and completion of the Project, including the Premises.

(2) The City shall be entitled to review the Plan and to make comments thereon. Although the Board agrees to cooperate with the City with respect to design issues to take into account the reasonable requests of the City, the City acknowledges and agrees that the Board shall have the right to make the final decision with respect to all design matters related to the Project.

(3) In the event that the Board and the City are in agreement on all aspects of the Plan and are prepared to proceed with same, the Board shall instruct the architectural firm it has retained for the Project to complete all required remaining drawings, design and construction criteria and specifications required to tender and construct the Project.

(4) The architectural firm referred to in section 2.02(3) above and the Board shall prepare a request for tender for the Project, based on the work and materials referred to in section 2.02(3) above and otherwise utilizing the Board's standard practices for construction projects (which rely, in part, on CCDC-2 Stipulated Price Contract 2008 published by the Canadian Construction Documents Committee, as amended by the Board for purposes of its construction projects).

(5) The City shall have the right to review, together with the Board, all tenders received with respect to the Project and any tender which the Board is willing to accept is subject to prior written approval by the City, acting reasonably. The construction agreement resulting from the Board's acceptance of such a tender (with the City's written approval), is hereinafter referred to as the **"Contract"**.

(6) The City acknowledges that due to the pacing exigencies of the various aspects of the Project, the City will review all materials provided to it by the Board and provide its comments thereon or required approvals, as the case may be, as expeditiously as possible.

2.03 Costs of Renovation of Premises

(1) The projected budget for the completion of the Project is estimated to be \$1,300,000.00, plus H.S.T. (the "**Project Budget**"). All costs and expenses for and in relation to the Project to be undertaken (the "**Costs**") shall, in the first instance, be invoiced to the Board. The Board shall pay the first \$440,975.00 of the Costs so invoiced (the "**Initial Costs**"). Provided the Board has complied with the provisions of Section 2.02 above, the balance of the Costs in excess of the Initial Costs in relation to the development, planning, erection and completion of the Project (the "**City's Costs**") will be paid by the City and the City shall reimburse the Board for the City's Costs within ten (10) days of any invoice therefore from the Board to the City. The Costs may include, but shall not be limited to:

- (a) surveying, geotechnical and topographical matters and services;
- (b) engineering and other building science fees;
- (c) architectural;
- (d) consulting services (including, without limitation, those services addressed or implicit in sections 2.01(1), (2), (3) and (4) above and otherwise involved from the conception to the completion of the Project);
- (e) legal services, (including those incurred in preparing this Agreement and the form of lease for the area comprising the Project);
- (f) building permit fees, sign permit fees, development charges, education development charges and impost or other fees, if any;
- (g) insurance;
- (h) labour;
- (i) materials, supplies, services and any other capital costs; and
- (j) all legal, architectural, engineering and associated costs incurred by the Board for purposes of preparing tender or quotation specifications in respect of the Project
- (k) financing costs of the Board, if any, relating solely to the financing of the Project by the Board
- (l) any other costs relating to the design, development and completion of the Project, whether or not contained herein.

(2) Notwithstanding the foregoing, the City shall not be responsible for the Project Cost (as will be defined under the Contract), unless the City has approved the acceptance by the Board of the tender resulting in such Contract, as contemplated in section 2.01(5) above.

(3) At any time prior to the commencement of the physical construction elements of the Project, the City may advise the Board, in writing, that the City does not wish to proceed with or be involved in the completion of the Project, in which case the City shall be responsible for the Costs incurred to the date of the notice. Once the physical construction elements of the Project have commenced, the City shall not be permitted to withdraw its commitment towards payment of the Costs of the completion of the Project as set forth above.

2.04 Change Orders

(1) The City agrees to use every effort to ensure that, once the Plans have been approved by it, it will not request any changes thereto. To the extent that the City does request any changes to the Plan, it is understood and agreed that the City shall be responsible for all Costs associated therewith.

(2) The City acknowledges that the Contract Price (which is the amount stipulated as the "**Contract Price**" under the "**Contract**"), will include a contingency allowance (not to exceed ten percent (10%) of the Contract Price). To the extent that during the completion of the Project: unforeseen circumstances arise; or, coordination issues arise as between one or more of the consultants for the Project, in any case necessitating a change order, the Cost of such change order will be charged to such contingency allowance in accordance with the terms of the Contract. To the extent that the Costs of any such change orders exceed the aforementioned contingency allowance, the City shall be responsible for same. Provided it is acting reasonably, the Board shall have authority to approve all such change orders, although it shall notify the City thereof, as soon as practical.

2.05 Lien Holdbacks

The Board shall be responsible for administering the appropriate holdback for each payment for the design and completion of the Project in accordance with the *Construction Lien Act* (Ontario).

2.06 Contact Persons

The Manager of Facilities for the Board (the “**Board’s Project Manager**”) shall represent the Board in all matters relating to the conduct of the design and construction of the Project. Any communications, whether written, electronic or verbal in form, from the City, or any its agents, shall be given to the Board’s Project Manager at the following address:

To the Board’s Project Manager:

John Kononiuk, Manager of Facilities
Catholic Education Centre
5200 Wellington Road South
London, Ontario
N6E 3X8
Telephone: 519-663-2088, Extension 43304
Facsimile No.: 519-663-2094
E-Mail: jkononiuk@office.ldcsb.on.ca

The representative appointed by the City (the “**City’s Project Manager**”) shall represent the City in all matters relating to the conduct of the design and completion of the Project. Any communications, either written, electronic or verbal in form, to the City shall be given to the City’s Project Manager at the following address:

To the City’s Project Manager:

Ian Gibb, Manager, Children’s Services, or his designate
151 Dundas Street, P.O. Box 5045
London, Ontario N6A 4L6
Facsimile No.: (519) 661-5821
E-mail: igibb@london.ca

2.07 Disputes

In the event that any dispute arises between the parties with respect to the meaning or effect of any provision contained in this Article 2, such question or matter shall be dealt with in accordance with the arbitration provisions set forth in Article 3 of this Agreement.

2.08 Insurance

(1) The Board shall obtain and maintain (from the date hereof until the first anniversary of the substantial completion of the Project), comprehensive general liability insurance in a form acceptable to the City, in an amount of not less than Five Million Dollars (\$5,000,000.00) per occurrence, or such other amount as may be required from time to time by the City. The insurance policy will:

- (a) contain a cross-liability clause and severability of interests endorsement; and
- (b) contain a clause including the City as an additional insured with respect to the Board’s operations and obligations arising out of this Agreement.

(2) The Board shall maintain all risk property insurance on the Premises in amounts sufficient to cover current replacement costs. In the event that the Premises suffer damage which make the Premises unusable as a Neighbourhood Family Centre and provided that the Board has not elected to use such Premises for another purpose as contemplated in Section 2.11 hereof, should the Board elect not to repair and/or reconstruct the Premises, the Board shall reimburse the City for the Construction Costs (as defined in Section 2.11 hereof) on the basis set forth in Section 2.11(2), (f),(g) and (i) hereof, *mutatis mutandis*.

(3) For a period of ten (10) years following the substantial completion of the Project and so long as the Premises are leased to a Neighbourhood Family Centre operator, the Board shall submit to the City evidence of property and liability insurance (liability insurance on form #0788) on or before the date the Agreement is entered into and thereafter once annually.

(4) The Board shall indemnify and hold the City harmless from and against all liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any acts or omissions, either in negligence or in nuisance, whether willful or otherwise

by the Board, or other persons for whom the Board is in law responsible, relating to the Board's completion of the Project.

2.09 Financial Records

The Board shall: maintain reasonable financial and accounting books and records with respect to all Costs, as well as the use and disbursement of funds provided pursuant to this Agreement; allow the City or such other persons appointed by the City to inspect and audit said books and records at all reasonable times and to take copies thereof; and, provide the City with such information as it may reasonably request in connection with the Project (subject always to the application of applicable privacy legislation that would expressly prohibit same), from the date thereof until the second (2nd) anniversary of the substantial completion of the Project.

2.10 Zoning

In the event that the zoning for the property on which the Premises are to be located does not allow for the operation of a Neighbourhood Family Centre, the City's Civic Administration shall apply for any required zoning by-law amendments (at its sole cost), as may be reasonably necessary in order to request the said property to be rezoned so as to allow for the operation of a Neighbourhood Family Centre in the Premises, and the Board agrees to co-operate with the City in connection therewith. Notwithstanding the foregoing, no applications for changes to the zoning for the property will be made by the City, if the applied for changes would adversely impact the Board's current uses of the Premises. No tender for any of the construction elements of the Project shall be awarded unless appropriate zoning to allow for the operation of a Neighbourhood Family Centre in the Premises is in place. This Section shall in no way be construed as fettering the legislative discretion of the Municipal Council of the City with respect to any zoning by-law amendments.

2.11 Neighbourhood Family Centre Activities

(1) It is understood and agreed by the parties that the City shall be responsible for:

- (a) suggesting the nature and types of services which will be offered as part of the Neighbourhood Family Centre to be operated within the Premises; provided that, the Board shall have the authority to limit the conduct of any activities or types of activities in its absolute discretion; and
- (b) identifying and recruiting, from time to time, suitable entities to operate a Neighbourhood Family Centre within the Premises.

For purposes of certainty, the Board shall have no obligation whatsoever to identify or recruit any Operator. Furthermore, the Board shall have no obligation whatsoever to monitor or oversee any Operator, or to determine whether any Operator is fulfilling any particular objectives identified by any party whomsoever. If an Operator ceases to conduct operations (prior to the tenth (10th) anniversary of the substantial completion of the Project), the Board shall use reasonable efforts to inform the City of such occurrence within two (2) weeks of the Board's becoming aware of same.

(2) If within a period of ten (10) years from the date of substantial completion of the Project, the Board ceases to make the Premises available to an operator of a Neighbourhood Family Centre, for any reasons other than:

- (a) the City failing to identify, or there is otherwise no availability of, a qualified Operator which is acceptable to the Board, acting reasonably and with due regard to the obligations, policies and procedures of the Board. For purposes of certainty, the Board shall be entitled to elect not to enter into a lease for the Premises with any Operator whom the Board, acting reasonably, determines is not acceptable to it;
- (b) any proposed Operator failing to enter into the Board's form of lease for the area comprising the Project, being such form as may be required by the Board, from time to time;
- (c) any operations carried on, or proposed to be carried on, within the Premises in any way impinging upon or negatively affecting (or in either case which could reasonably be anticipated to impinge upon or negatively affect), the Board's ability to fulfill its obligations under, or to otherwise comply with any requirements under, any legislation, governmental rules, directives or orders and/or the Board's

own policies and procedures, including, without limitation, the obligation of the Board to give assiduous attention to the health, safety and comfort of its students;

- (d) the breach or default by any Operator of any obligations owed or owing by it to either the Board or the City, including, without limitation, the terms and conditions of any agreements between the Board and such Operator, compliance with the Board's policies and procedures, compliance with the Board's rules in respect of the Lands and its operations thereon, or any failure to carry any insurance as may be required to be carried by such Operator; or,
- (e) the breach or default by the City of any of its obligations under this Agreement,

the Board shall reimburse the City for the costs of the materials and labour actually paid for by the City in connection with the Project (the "**Construction Costs**") incurred under the Contract, on the following basis:

- (f) if such event occurs within twelve (12) months from the date of the substantial completion of the Project, the Board will reimburse the City for one hundred percent (100%) of the Construction Costs;
- (g) for each subsequent twelve (12) month period after the substantial completion of the Project, the amount of the Construction Costs to be reimbursed to the City by the Board shall be reduced by ten percent (10%), such that if the aforementioned event occurs one-hundred and eight (108) months after the substantial completion of the Project, but prior to the tenth (10th) anniversary of the date of such substantial completion of the Project, only ten percent (10%) of the Construction Costs will be reimbursed to the City;
- (h) notwithstanding any of the foregoing, if at any time prior to the tenth (10th) anniversary of the substantial completion of the Project the Premises are not operated as a Neighbourhood Family Centre facility for a period of twelve (12) consecutive months or longer, due to any of the reasons specified in subsection 2.11(2)(a) through (e) above, the Board may, in its discretion, use such Premises at all times thereafter for such purposes as it may, in its discretion, determine and no compensation will be paid to the City as a result thereof. For purposes of clarity, the Board's obligation to use reasonable efforts to make the Premises available to credible operators of Neighbourhood Family Centre facilities in no way creates an obligation upon the Board to seek out, recruit or otherwise identify any such operators. If an operator of a Neighbourhood Family Centre facility in the Premises ceases to conduct such operation (prior to the tenth (10th) anniversary of the substantial completion of the Project), for any reason, the Board shall inform the City of such occurrence within two (2) weeks of the occurrence of same; and
- (i) for purposes of certainty, after the tenth (10th) anniversary of the substantial completion of the Project, the Board shall have no obligation to reimburse the City for any Costs, including, without limitation, of the Construction Costs, regardless of any circumstances.

2.12 Ownership

(1) The City hereby acknowledges, covenants and agrees that nothing contained herein shall provide the City (or any party other than the Board), with any ownership interests (beneficial or otherwise), in the Premises, the School, the Lands or the part thereof comprising or associated with the Project.

(2) Furthermore, the City hereby acknowledges and agrees that the Board shall have the unfettered authority to restrict the nature of any of the operations within the area constituting the Project to the extent that the Board determines, acting reasonably, that: (1) it is necessary to do so in order for it to comply with or otherwise adhere to any legislation affecting it, any governmental directives, rules or orders applicable to it and any of the Board's own policies and procedures, in effect, from time to time; or, (2) any aspects of the operations are inconsistent with the environment the Board wishes to create or maintain for its students. Finally, the City acknowledges and agrees that the Board shall have unfettered discretion to:

- (a) establish rules and issue directives in respect of access to and egress from the Premises;

- (b) establish rules and issue directives in respect of parking arrangements at the School for the Operator, its invitees and other users of the Premises; and,
- (c) restrict access to and use of the School and its grounds by the Operator, its invitees and other users of the Premises; and
- (d) establish the terms and conditions upon which the Premises may be leased to an Operator.

ARTICLE 3 - ARBITRATION

3.01 Arbitration

If any dispute arises between the parties with respect to the meaning or effect of any provision of this Agreement, or related to the rights and obligations of the parties hereunder, each of the parties shall appoint one representative and such representatives will work diligently and cooperatively to resolve the dispute on a timely and collaborative basis for up to ninety (90) days. In the event the dispute is not resolved after these ninety (90) days, the question or matter in dispute shall be referred to a single arbitrator if the parties can agree upon one and otherwise to three arbitrators, one to be appointed by each party and the third to be chosen by the two arbitrators chosen by the parties. If either of the parties hereto shall refuse or neglect to appoint an arbitrator within fifteen (15) days after the other party to the reference shall have appointed an arbitrator and shall have served written notice upon the first mentioned party requiring such party to make such appointment, then the arbitrator first appointed shall, at the request of the party so appointing him or her, choose the second arbitrator and the two arbitrators shall then choose the third arbitrator, and the decision which may be made by the arbitrators or the majority of them shall be final and binding upon the parties hereto, their heirs, executors, administrators and assigns. In the event that the first two arbitrators appointed by the parties do not agree upon a third arbitrator within seven (7) days after the appointment of the last of them, then a third arbitrator or an arbitrator to represent the party in default may, upon petition of the party not in default, be appointed by a judge of the Ontario Superior Court of Justice. The cost of arbitration shall be apportioned between the parties as the arbitrators or a majority of them may decide.

ARTICLE 4 - GENERAL

4.01 Force Majeure

Notwithstanding any other provision contained herein, in the event that either the Board or the City should be delayed, hindered or prevented from the performance of any act required hereunder by reason of any unavoidable delay, including strikes, lockouts, unavailability of materials, inclement weather, acts of God or any other cause beyond its reasonable care and control, but not including insolvency or lack of funds, then performance of such act shall be postponed for a period of time equivalent to the time lost by reason of such delay. The provisions of this Section 4.01 shall not under any circumstances operate to excuse the City from prompt payment of amounts due to the Board pursuant to the terms of this Agreement.

4.02 Effect of Waiver or Forbearance

No waiver by any party of any breach by any other party of any of its covenants, agreements or obligations contained in this Agreement shall be or be deemed to be a waiver of any subsequent breach thereof or the breach of any other covenants, agreements or obligations, nor shall any forbearance by any party to seek a remedy for any breach by any other party be a waiver by the party so forbearing of its rights and remedies with respect to such breach or any subsequent breach.

4.03 Notices

(1) Subject to the provision of Section 2.06 hereof, any notice, delivery, payment or tender of money or document(s) to the parties hereunder may be delivered personally or sent by prepaid registered or certified mail or prepaid courier to the address for such party as set out below:

To the Board:

London District Catholic School Board
5200 Wellington Road South
London, ON N6E 3X8
Attention: John Kononiuk, Manager of Facilities

Facsimile No.: (519) 663-2094
E-mail: jkononiuk@office.ldcsb.on.ca

To the City:

The Corporation of the City of London
151 Dundas Street, P.O. Box 5045
London, ON N6A 4L6
Attention: Ian Gibb, Manager, Children's Services

Facsimile No.: (519) 661-5821
E-mail: igibb@london.ca

and any such notice, delivery or payment so delivered or sent shall be deemed to have been given or made and received on delivery of same or on the third business day following the mailing of same, as the case may be. Each party may, by notice in writing to the others from time to time, designate an alternative address in Canada to which notices given more than ten (10) days thereafter shall be addressed.

(2) Notwithstanding the foregoing, any notice, delivery, payment or tender of money or document(s) to be given or made to any party hereunder during any disruption in the service of Canada Post shall be deemed to have been received only if delivered personally or sent by prepaid courier.

4.04 Number, Gender, Effect of Headings

Words importing the singular number only shall include the plural and *vice versa*, words importing the masculine gender shall include the feminine and neuter genders, and words importing persons shall include firms and corporations and *vice versa*. The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only, and shall not affect the construction or interpretation of this Agreement.

4.05 Severability

If any Article or Section or part or parts of an Article or Section in this Agreement is or is held to be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall be binding on the Board and the City as though such Article or Section or part or parts thereof had never been included in this Agreement.

4.06 Assignment and Amendments

Neither party may assign this Agreement without the express written consent of the other, which may be unreasonably withheld. No amendment, variation or change to this Agreement shall be binding unless the same shall be in writing and signed by the parties.

4.07 Successors and Assigns

The rights and liabilities of the parties shall enure to the benefit of their respective heirs, executors, administrators, successors and permitted assigns.

IN WITNESS WHEREOF the parties have duly executed this Agreement.

SIGNED, SEALED AND DELIVERED

LONDON DISTRICT CATHOLIC SCHOOL BOARD

Per: _____

Print Name: _____

Per: _____

Print Name: _____

THE CORPORATION OF THE CITY OF LONDON

Per: _____

Print Name: _____

Per: _____

Print Name: _____

SCHEDULE A

St. Francis Elementary School

Legal Description of Lands

Block C, Plan 988, as in 320145

City of London/Westminster,

PIN 08488-0002

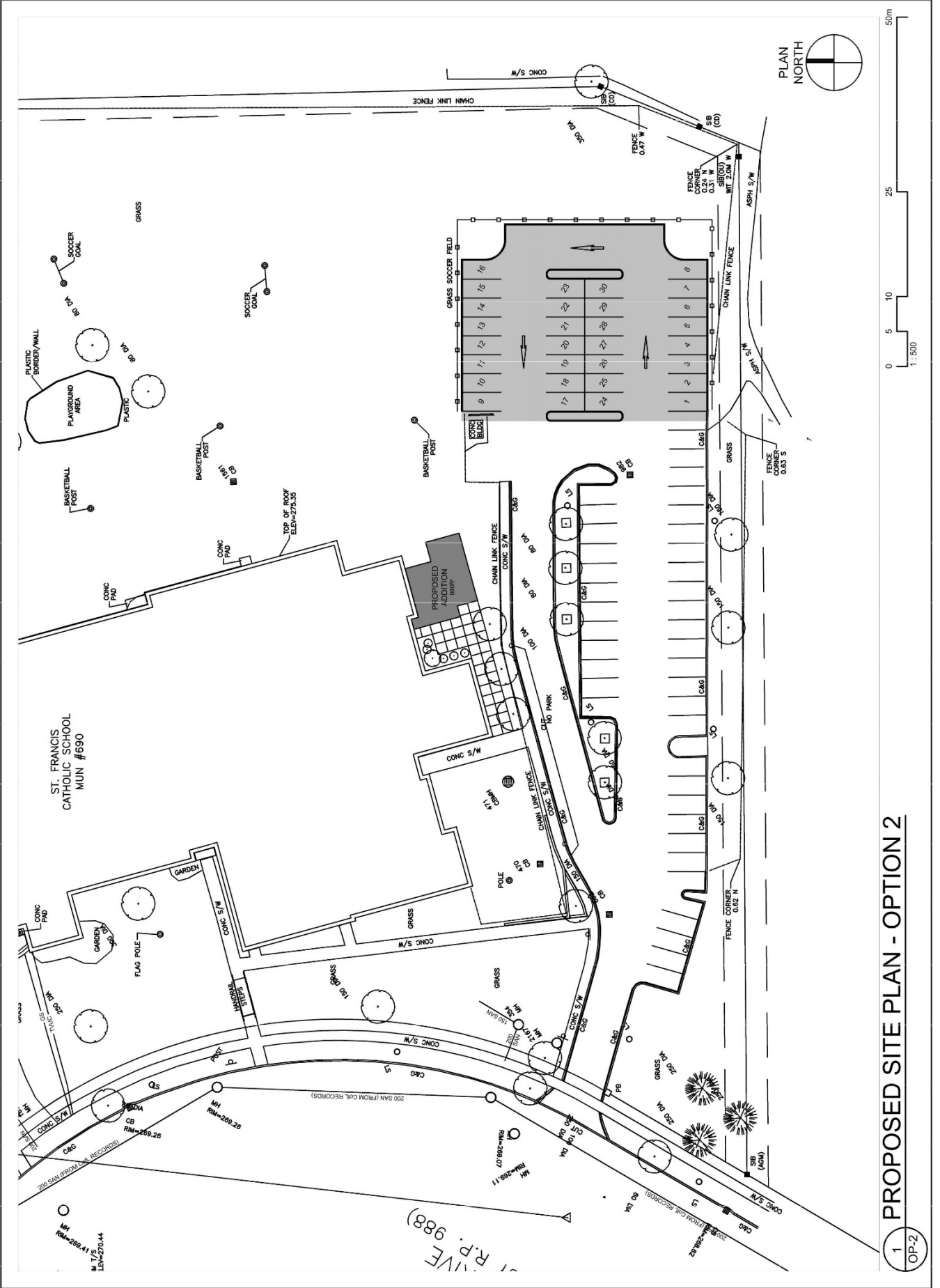
A site plan for the Lands and floor plans for Project are attached as Schedule A(1) hereto.

SCHEDULE A (1)

10700 Bloorwood St. London, ON Canada N6A 5C7
 P 519 432 6444 F 519 432 6273
 cornerstone.com
CORNERSTONE
 ARCHITECTURE

2016 FEB 23
 Date
Family Community Centre - Westminster
 690 Cagode Drive London, Ontario
 Addition & Alterations
 PROPOSED SITE PLAN
 DESIGN OPTION #2

OP-2



1 PROPOSED SITE PLAN - OPTION 2

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OP-2

Community Family Centre - Westminster
OPTION 2

CORNERSTONE ARCHITECTURE
110 FORD ROAD, JARVISVILLE, ONTARIO
TEL: 905-881-1111
WWW.CORNERSTONEARCHITECTURE.COM



SCHEDULE B

Neighbourhood Family Centre Components

Overall

Approximately 3,500 to 4,000 ft.²

Exterior and Access

- Parking for 30 vehicles
- Service vehicle access
- Welcoming landscaping, benches, lighting, bike racks, etc.

Lobby and Reception

- Approximately 250 to 350 ft.² Reception desk, information displays
- Coat room, cubby area and car seat and stroller parking
- Small comfortable sitting area with seating for both adults and children
- Connection points (e.g. doors, windows) to all other areas of the Centre

Program Areas

- Approximately 2,000 to 2,500 ft.
- Clinic Area — one small meeting/examination room
- Playrooms/Meeting/Multipurpose Rooms — two rooms
- One room fixture primarily for activities by children under the age of 6; adjacent washroom, servery area — approx. 950 ft.²
- The second room primarily for meetings — approx. 750 – 1,000ft.² Information and Resource Library - office or alcove area with digital display capability, shelves for literature, resource binders etc.
- Storage for Basic Needs, Parenting Supplies, Program Supplies — secure storage area or closet

Support Areas

- Approximately 550 - 800 ft.²
- One office for Centre management
- Inter-Professional Lounge - One room with multiple accessible workspaces, lockable storage
- Staff Area — small space with seating, access to sink/microwave
- Food service — small commercial kitchen
- Washrooms — two publicly accessible washrooms (adult, child, family and handicap)

Mechanical/Electrical Systems

- HVAC
- Security system
- Exterior Lighting
- Local area network

SCHEDULE C

Neighbourhood Family Centres are anticipated to provide one or more of the following programs and/or services:

- **Parenting, Early Learning, Child and Family Programs**, such as parenting strategies, literacy and numeracy programs and play groups;
- **Health and Wellness Programs**, such as pre and post natal programs and early screening and assessment programs;
- **Early Childhood Education and Child Care** such as non-instructional day school age care, pre-kindergarten early learning programs and centre based licensed child care;
- **Referral, Resources, Information and Awareness** functions, such as child care fee subsidy information and access, basic needs supports and income support referrals;
- **Recreation, Sports and Leisure within the Premises**, such as physical activity program, arts/culture program and summer “extended” programming, so long as such activities and programs occur within the Premises itself; and/or
- **Links/Interface to Specialized Services**, such as special needs and children’s mental health programs.