

Bill No. 28  
2017

By-law No. A.- \_\_\_\_\_

A by-law to authorize and approve a Licence Agreement between The Corporation of the City of London and South London Neighbourhood Resource Centre, for the use of a portion of the South London Community Centre located at 1119 Jalna Boulevard, in the City of London, for the purpose of providing settlement services on behalf of Immigration, Refugees, & Citizenship Canada (IRCC), and to authorize the Mayor and the City Clerk to execute the Agreement.

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

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

AND WHEREAS it is deemed expedient for The Corporation of the City of London (the "City") to enter into a Licence Agreement with South London Neighbourhood Resource Centre (the "Agreement");

AND WHEREAS it is appropriate to authorize the Mayor and the City Clerk to execute the Agreement on behalf of the City;

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

1. The Agreement attached as Schedule "A" to this by-law, being a Licence Agreement between the City and South London Neighbourhood Resource Centre is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Agreement authorized and approved under Section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on December 19, 2016.

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First Reading - December 19, 2016  
Second Reading – December 19, 2016  
Third Reading – December 19, 2016

Schedule "A"

**LICENCE AGREEMENT**

THIS AGREEMENT is made between:

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

and

**South London Neighbourhood Resource Centre (the "Licencee")**

**WHEREAS** the City owns the property located at 1119 Jalna Boulevard, in the City of London, in the County of Middlesex, upon which is located the South London Community Centre ("Centre");

**AND WHEREAS** the Licencee is a not for profit charitable organization that offers programs and services to Immigrants and Refugees and provides this service delivery in the South London Community Centre;

**AND WHEREAS** the City considers it in the interests of the municipality to provide support to the Licencee and its programs as it provides services that benefit the community;

**AND WHEREAS** the Licencee has requested permission to use portions of the Centre including **Settlement Services Offices (4), Settlement Services Reception Desk, Reception Area, Settlement Services File Room, Newcomer Childcare Room, Language Room(s)**, more particularly outlined in red on the sketch attached hereto as **Schedule "A"**, ("Premises"), as well as use of common areas including washrooms, for the purpose of providing community identified programs and services that respond to the needs in the area;

**THEREFORE IN CONSIDERATION** of the premises and other good and valuable consideration the parties agree as follows:

**1. Licence:**

- 1.1 The City grants to the Licencee the licence to use the Premises pursuant to the terms and conditions contained in this Agreement.

Settlement Services Offices and Reception Area:

The Licencee will have exclusive use of four (4) individual offices for the purpose of Settlement Service Staff, as well as administration space for Settlement Services Staff. Subject to availability, the Licencee may request more workstations through the permission of the City and the additional work stations may be assigned by the City.

The Licencee will have the exclusive use of the Settlement Services File Room.

The Licencee will have the exclusive use of the New Comer Childcare Room.

The Licencee shall have the non-exclusive use of the Multipurpose Room and the Language Room(s).

These areas are outlined in red on the sketch attached hereto as **Schedule "A"**

- 1.2 The Licencee shall pay the City Ninety Five Thousand Dollars CDN (\$95,000.00), plus HST per annum as a licence fee payable to the City Treasurer, at a rate of Eight Thousand Five Hundred Eighty Three Dollars and Thirty Three Cents (\$8,583.33) per month plus HST as payment for the licence during the months of January, February, March, April, May, June, September, October, November, December. The Licencee shall pay the licence fee in the amount of Four Thousand Five Hundred Eighty Three Dollars and Thirty Five Cents (\$4,583.35), per month, plus HST for the months of July and August. Payment of the licence fee shall be made on or before the 1st day of each month, for the term of the agreement.

- 1.3 Notwithstanding the use granted by this licence, the Premises shall not be available on days during which the Centre has been closed by the City because of inclement weather or any other reason.

**2. Term:**

- 2.1 The term of this Licence Agreement shall be for Four (4) years, commencing December 1, 2016, and terminating on November 30, 2020, or terminating at such earlier date pursuant to section 10 of this Agreement.
- 2.2 This Agreement may be renewed for an additional four-year term, in accordance with Council Terms, at the mutual agreement of the parties provided the Licencee is not in default of any of the terms and conditions contained in this Agreement. The Licencee's intention to renew this Agreement must be made in writing a minimum of six (6) months prior to the expiration of the Term herein. The City's decision to renew shall be in its sole discretion. The Managing Director of Neighbourhood, Children and Fire Services is authorized to renew.

**3. Obligations of the Licencee:**

- 3.1 The Licencee shall be responsible for providing the office supplies including computer and printers for the Settlement Services Office space and all associated staff of the Licencee. The Licencee shall be responsible for maintaining all of their equipment within the Settlement Services Office space and designated work stations.
- 3.2 The Licencee shall be responsible for supplying all office furnishing necessary for its operations.
- 3.4 The Licencee shall be permitted to use the existing amenities in the Newcomer Childcare Room, and Multipurpose room.
- 3.5 The Licencee shall return City keys forthwith upon demand by the City. The Licencee shall forthwith provide the City with the names of any individuals who from time to time are in possession of the keys. The Licencee shall ensure that no duplicates of the keys are made. The Licencee shall ensure that only individuals for whom it is at law responsible have access to the keys. The Licencee shall notify the City forthwith of any lost keys, or if it becomes aware that duplicate keys have been made. Should the City be required to change any locks as a result of lost keys or duplicate keys being made, the cost of same shall be borne by the Licencee.
- 3.6 The Licencee agrees as follows:
- (a) to use the Centre and Premises only for the purpose set out in this Agreement;
  - (b) to maintain the appearance of the Premises in a neat, clean and well-kept manner;
  - (c) to ensure that no rubbish, refuse or objectionable material accumulates in or about the Premises;
  - (d) not to bring into the Centre or store on the Premises dangerous materials, including but not limited to flammable or explosive materials;
  - (e) To ensure:
    - (i) smoking is not permitted in the Centre or Premises in contravention of the City's smoking by-laws or Provincial law;
    - (ii) drinking of alcoholic beverages is not permitted in the Centre or Premises;
    - (iii) that vehicles will be parked at the Centre only in designated parking areas, only when centre usage is low and parking places are available;
  - (f) to comply with all Federal and Provincial Legislation, Rules, Regulations and Municipal By-laws. The Licencee further agrees to comply with all Rules and Regulations of the Society of Composers, Authors and Music Publishers of Canada and ReSound;
  - (g) the complete care, custody and control of the Centre and Premises shall at all times remain with the City through its management, supervisory, custodial and maintenance employees, excluding contents owned by the Licencee or its members, invitees, or persons for whom it is at law responsible; and,
  - (h) to ensure that any of its employees or volunteers who will be on the Premises, are provided with the City's Workplace Harassment/Discrimination Prevention Policy and Complaint Procedure.

**4. Obligations of the City:**

4.1 Keys:

The City will provide the Licencee with keys to access the Settlement Services Offices and additional office space. Staff of the Licencee will be given access to the Multipurpose room, Newcomer Childcare Room, Language Rooms but will not have access to maintenance closets, exterior doors, or utility rooms.

4.2 The City shall have a City Staff on-site during all hours of licenced use by SLNRC. The City shall ensure that a City Staff is present for all City programs and private rentals. The City Staff will be responsible for all set-ups and take downs.

4.3 The City shall provide training to full time staff on emergency procedures such as fire evacuation, and reporting procedures regarding injuries, property damage and theft

4.4 The City shall be responsible for all custodial services associated with the Premises.

4.5 The City shall be responsible for providing water, hydro and heat for the licenced area.

4.6 The City agrees as follows:

- (a) to keep the sidewalks and parking areas at the Centre clean and reasonably free of ice and snow;
- (b) to clean and maintain the Centre and the entrance to the Centre;
- (c) to keep the Premises in a good state of repair, notwithstanding that the City's obligation to repair shall not extend to any repairs, damages, injuries or maintenance which arises from or results from the wilful or negligent act or omission of the Licencee or its agents or of those for whom it is at law responsible.

**5. General Provisions:**

5.1 The Licencee accepts the Lands and Premises in their condition as of the date of this Agreement and shall not call upon the City to do or pay for any work or supply any equipment to make the Lands and Premises more suitable for the proposed use by the Licencee.

5.2 The City may inspect the Centre and Premises to ensure compliance with the terms of this Agreement and any Federal or Provincial Legislation, Regulations or Municipal By-laws.

5.3 The City shall not be responsible for any damage or theft to vehicles parked in the parking areas. The City shall not be responsible for any loss or damage to the Licencee's equipment or property, or property of persons for whom the Licencee is at law responsible.

**6. Insurance and Indemnification:**

6.1 Insurance

(a) Throughout the term of this agreement, the City agrees to obtain and maintain at its own expense general liability insurance for legal liability arising out of bodily injury, including death, or property damage covering its ownership, maintenance and activities on the Centre in an amount of not less than five million (\$5,000,000.00) dollars subject to a deductible usual to a corporation of its size.

(b) Throughout the term of this agreement, the Licencee shall obtain and maintain the coverage shown below and shall provide that the following insurance will not be cancelled or permitted to lapse unless the insurer notifies the City in writing at least thirty (30) days prior to the date of cancellation or expiry:

- (i) Third party general liability insurance covering all claims for negligence, nuisance, property damage and bodily injury, including death, arising out of the use of the Centre by the Licencee. Such policy shall include the City as an additional insured with respect to this Agreement and be in an amount not less than five million (\$5,000,000.00) dollars including personal injury liability, broad form property damage liability, contractual liability, owners' and contractors' protective liability, non-owned automobile liability, contingent employer's liability, and shall contain a severability of interests clause and cross-liability clauses.

- (ii) Standard all-risk property insurance covering the property of the Licencee, including

leasehold improvements, in an amount not less than the full replacement cost value with a deductible of no more than \$2,500.00; such policy shall include a waiver of subrogation in favour of the City;

- (c) The Licencee shall not do, omit to do, or permit to be done or omitted to be done on or at the Centre anything that may increase premiums or void coverage under the property insurance policies carried by the City on the Premises described in this agreement.
- (d) The insurance described in 8.1(b) above will not be cancelled or permitted to lapse unless the Licencee notifies the City in writing at least thirty (30) days prior to the date of cancellation or expiry. Evidence of such insurance shall be delivered to the City promptly at inception of this agreement and thereafter prior to the insurance renewal date.
- (e) Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this agreement.
- (f) The City reserves the right to request such higher limits of insurance or other types of policies appropriate to this agreement as the City may reasonably require from time to time.

## 6.2 Indemnification

The Licencee agrees to protect, defend, indemnify and save the City harmless from and against all liability, loss, claims, demands, actions, proceedings, fines or penalties, including any costs and expenses incurred by the City thereby, including reasonable legal fees, for loss, damage or injury, including death, to any person or persons and to any property arising in connection with this licence as a result of any act or omission of the Licencee or the group represented by or affiliated with the Licencee or their members, officers, employees, agents or contractors, invitees, or other persons for whom the Licencee is at law responsible.

## 7. **Status of Licencee:**

- 7.1 The Licencee acknowledges and agrees this Agreement shall in no way be deemed or construed to be an Agreement of Employment. Specifically, the parties agree that it is not intended by this Agreement that the Licencee, nor any person employed by or associated with the Licencee is an employee of, or has an employment relationship of any kind with the City or is in any way entitled to employment benefits of any kind whatsoever from the City whether under internal policies and programs of the City, 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; the *Health Insurance Act*, R.S.O. 1990, c.H.6; or any other employment related legislation, all as may be amended from time to time, or otherwise.
- 7.2 Notwithstanding paragraph 7.1 above, it is the sole and exclusive responsibility of the Licencee to make its own determination as to its status under the Acts referred to above and, in particular, to comply with the provisions of any of the aforesaid Acts, and to make any payments required thereunder.
- 7.3 The Licencee shall operate independently of the City and is not the agent or servant of the City for any purpose.

## 8. **Termination:**

### Termination by the City

- 8.1 If the Licencee defaults in performing any of its obligations under this Agreement, the City may terminate the licence granted under this Agreement immediately. Any waiver by the City of any breach by the Licencee of any provisions of this Agreement shall be without prejudice to the exercise by the City of all or any of its rights or remedies in respect of any continuance or repetition of such breach.
- 8.2 Unless otherwise provided for in this Agreement, the City may terminate this Agreement without liability by providing notice in writing thirty (30) calendar days prior to the date of such termination.
- 8.3 In the event of termination of this agreement, the City shall have no further obligations to the Licencee.

### Termination by the Licencee

8.4 The Licencee may terminate this Agreement upon ninety (90) days’ written notice for any reason.

9. **Notice:**

9.1 Any notice required to be given to the City or the Licencee under this Agreement shall be sufficiently given if delivered personally or by courier, transmitted by fax, or mailed postage prepaid to the addresses below. Such notice shall be deemed to have been received on the date of its delivery if delivered personally, by courier or by fax, or in the case of mailing, three (3) business days after it was delivered to the post office.

<u>City’s Address</u>	<u>Licencee’s Address</u>
City Clerk The Corporation of the City of London 300 Dufferin Avenue P.O. Box 5035 LONDON, ON N6A 4L9	Executive Director South London Neighbourhood Resource Centre 1119 Jalna Boulevard LONDON, ON N6E 3B3

10. **Circumstances Beyond the Control of Either Party**

11.1 Neither party will be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the City and the Licencee including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other civil insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against.

12. **Execution:**

12.1 The Licencee acknowledges that it has read this agreement, understands it and agrees to be bound by its terms and conditions. Further the Licencee agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreement, oral or written, and all other communications between the parties relating to the subject-matter of this Agreement.

IN WITNESS WHEREOF the Licencee has affixed its corporate seal, attested by the hands of its duly authorized officers.

**Immigration, Refugees, Citizenship Canada**

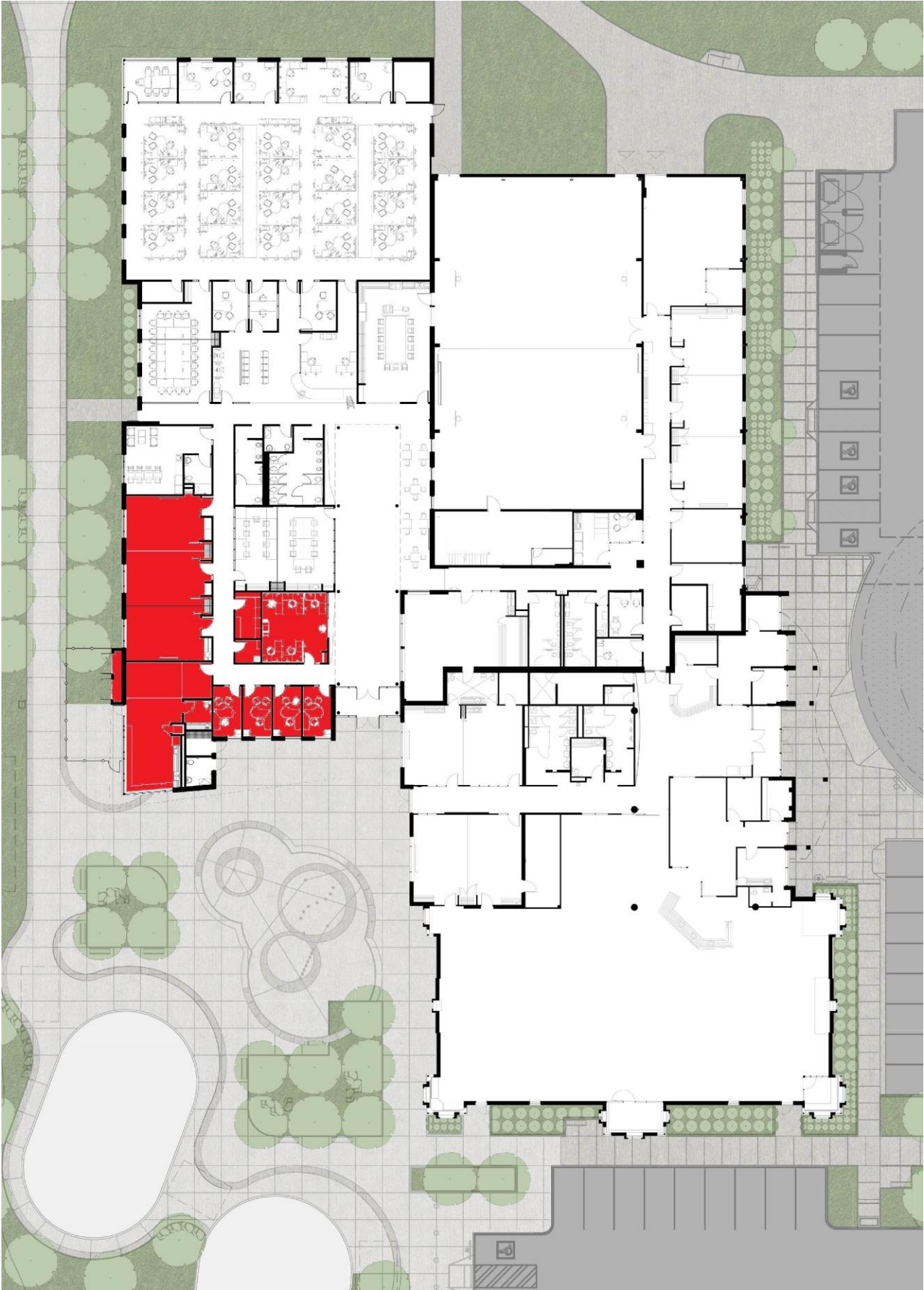
_____	<u>Per (Signature):</u> _____
Date	<u>Print Name:</u> _____
	<u>Print Title:</u> _____
	<i>I/We Have the Authority to Bind the Corporation</i>

IN WITNESS WHEREOF The Corporation of the City of London has hereunto caused to be affixed its Corporate Seal attested by the hands of its Mayor and Clerk,

**THE CORPORATION OF THE CITY OF LONDON**

_____	_____
Date	Matt Brown, Mayor
_____	_____
Date	Catharine Saunders, City Clerk

SCHEDULE "A"  
MAP SHOWING PREMISES



= IRCC Exclusive Licenced Area

