

Bill No. 150
2012

By-law No. A.-

A By-law to approve the template Sub-Project Funding Agreement for the Homelessness Partnering Strategy; and to authorize the Executive Director of Community Services to execute the Agreement.

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

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

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

AND WHEREAS The Corporation of the City of London (the "City") has entered into a Funding Agreement ("Funding Agreement") with Her Majesty the Queen in Right of Canada ("Canada") in April 2012 for the Homelessness Partnering Strategy to support projects that promote strategic partnerships and structures to stabilize the lives of individuals who are homeless or at-risk of becoming homeless and assist them to move toward self-sufficiency;

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

1. The template Sub-Project Funding Agreement, attached as Schedule 2 to this By-law, to be entered into between the City and such corporations who have been selected for funding for their sub-projects in accordance with the City's Funding Agreement with Canada is hereby approved.
2. The Manager – Homelessness, Hostels and Special Populations is delegated the authority to insert the following details into the template Sub-Project Funding Agreement approved under section 1 above:
 - (a) on pages 1 and Schedule A, the legal name for the Sub-Agreement Holder;
 - (b) in Schedule A, the Sub-Project Description details; and
 - (c) in Schedule B, the maximum contribution of the City in section 1.1, the maximum amount payable in section 1.2, and Sub-Project Budget details in Section 5.
3. The Executive Director of Community Services is delegated the authority to execute the agreements approved under section 1 above and as altered pursuant to section 2 above, that are consistent with the requirements contained in the Funding Agreement with Canada and that do not require additional funding or are provided for in the City's current budget, and that do not increase, directly or indirectly, the indebtedness or contingent liabilities of the City, and, the Executive Director of Community Services shall provide annual reports to Council regarding all agreements entered into.
4. The approval and authorization in sections 1, 2 and 3 above are subject to the City having a valid Funding Agreement with Her Majesty the Queen in Right of Canada for funding for the Homelessness Partnering Strategy.
5. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on April 10, 2012.

Joe Fontana
Mayor

Catharine Saunders
City Clerk

SCHEDULE 2

This Agreement with effect as of the ____ day of _____, 2012

Homelessness Partnering Strategy-

SUB-PROJECT FUNDING AGREEMENT

ARTICLES OF AGREEMENT

BETWEEN

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

AND


(the "Sub-Agreement Holder")

Hereinafter collectively referred to as "the Parties"

Whereas Her Majesty the Queen in right of Canada ("Canada") has established the Homelessness Partnering Strategy (hereinafter referred to as "the Program") to support projects that promote strategic partnerships and structures, including housing solutions and supports, to stabilize the lives of individuals who are homeless or at-risk of becoming homeless and assist them to move toward self-sufficiency;

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

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

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

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

1.0 AGREEMENT

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

- (a) These Articles of Agreement;
- (b) Schedule A – entitled "Sub-Project Description";
- (c) Schedule B – entitled "Financial Provisions"; and
- (d) Schedule C – entitled "Additional Provisions".

2.0 INTERPRETATION

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

"Capital Asset" means any single item, or a collection of items which form one identifiable functional unit that

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

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

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

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

“Sub-Project” means the activity described in Schedule A (Project Description) to this Agreement that is intended to be carried out by the Sub-Agreement Holder with funding provided by the City.

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

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

3.0 EFFECTIVE DATE AND DURATION

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

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

4.0 PURPOSE OF THE CONTRIBUTION

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

5.0 THE CITY'S CONTRIBUTION

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

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

6.0 AVAILABILITY OF FUNDS

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

7.0 REDUCTION OR TERMINATION OF FUNDING

7.1 If

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

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

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

8.0 SUB-AGREEMENT HOLDER DECLARATIONS

8.1 The Sub-Agreement Holder:

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

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

9.0 SUB-PROJECT RECORDS

9.1 The Sub-Agreement Holder shall:

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

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

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

10.1 Subject to any and all applicable law, during the Sub-Project Period and for a period of six (6) years thereafter, the Sub-Agreement Holder shall, upon request, grant representatives of the City or Canada access to the accounts and records referred to in section 9 for the purpose of conducting an audit to verify compliance with the terms and conditions of this Agreement and verify expenses claimed by the Sub-Agreement Holder as Eligible Expenditures. The Sub-Agreement Holder shall permit the City's or Canada's representative(s) to take copies and extracts from such accounts and records at the sole expense of the City or Canada. The Sub-Agreement Holder shall also provide the City or Canada with such additional information as the City or Canada may require with reference to such books and records.

11.0 FINANCIAL AND ACTIVITY MONITORING

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

12.0 EVALUATION

12.1 The Sub-Agreement Holder agrees to cooperate with the City in the conduct of any evaluation of the Sub-Project and/or the Program that the City may carry out during the Sub-Project Period or within a period of three years thereafter. Without limiting the generality of the foregoing, if requested by the City to do so for the purpose of conducting an evaluation, the Sub-Agreement Holder agrees to

- (a) participate in any survey, interview, case study or other data collection exercise initiated by the City; and

- (b) subject to section 12.2, provide the City with contact information of the Sub-Project partner organizations, if any, who participated in the Sub-Project, and of the members of the board of directors of the Sub-Agreement Holder.

12.2 The Sub-Agreement Holder shall provide the City with the contact information of a person (name, address, phone number and e-mail address) referred to in paragraph 12.1(b) only if the person has given their written consent to the release of the information to the City. The Sub-Agreement Holder agrees to make all reasonable efforts to secure such consent during the Sub-Project Period. When providing a person's contact information to the City, the Sub-Agreement Holder shall provide the City with an accompanying written statement certifying that the person has given their consent to the sharing of their contact information with the City.

13.0 INQUIRY BY THE AUDITOR GENERAL OF CANADA

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

14.0 CONTRACTING PROCEDURES

Contracting

14.1(1) Unless otherwise authorized in writing by the City, the Sub-Agreement Holder shall use a competitive process when procuring goods and services from contractors in relation to the Sub-Project if the value (including applicable taxes) of the goods or services is \$25,000 or more. The Sub-Agreement Holder must not unnecessarily divide a requirement for goods or services into a number of smaller contracts to avoid this requirement.

(2) Where a competitive process is required under subsection (1), the Sub-Agreement Holder shall, unless otherwise authorized in writing by the City, obtain a minimum of three bids or proposals and shall select the bid or proposal offering the lowest cost or best value.

Restrictions Regarding Non Arms-Length Contracts

14.2(1) Unless otherwise authorized in writing by the City, all goods or services contracts, regardless of their value, entered into in relation to the Sub-Project between the Sub-Agreement Holder and:

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

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

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

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

14.3 The Sub-Agreement Holder shall not subcontract the performance of any of its duties or responsibilities in managing the Sub-Project to another party without the prior written consent of the City unless the Sub-Agreement Holder has already indicated in the approved Sub-Project Description attached as Schedule A to this Agreement that it intends to use a subcontractor or subcontractors to perform those duties or responsibilities.

15.0 TERMINATION OF AGREEMENT

Termination for Default

15.1(1) The following constitute Events of Default:

- (a) an order is made or resolution passed for the winding up of the Sub-Agreement Holder, or the Sub-Agreement Holder is dissolved;
- (b) the Sub-Agreement Holder ceases to operate;
- (c) the Sub-Agreement Holder is in breach of the performance of, or compliance with, any provision of this Agreement;
- (d) the Sub-Agreement Holder, in support of its application for the City's contribution or in connection with this Agreement, has made materially false or misleading representations, statements or declarations, or provided materially false or misleading information to the City;
- (e) in the opinion of the City, the Sub-Agreement Holder has failed to proceed diligently with the implementation of the Sub-Project, except where such failure is due to causes which, in the opinion of the City, are beyond the control of the Sub-Agreement Holder; or
- (f) in the opinion of the City, there is a material adverse change in risk in the Sub-Agreement Holder's ability to complete the Sub-Project or to achieve the expected results of the Sub-Project set out in Schedule A.

(2) If

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

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

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

(4) Should the City refrain from exercising a remedy in accordance with the provisions of this Agreement that shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon the City shall not prevent the City in any way from later exercising any other right or remedy under this Agreement or other applicable law.

Termination for Convenience

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

Obligations Relating to Termination and Minimizing Cancellation Costs

15.3 In the event of a termination notice being given by the City under section 7.1 or 15.2,

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

15.4 The Sub-Agreement Holder shall negotiate all contracts related to the Sub-Project, including employment contracts with staff, on terms that will enable the Sub-Agreement Holder to cancel same upon conditions and terms which will minimize to the extent possible their cancellation costs in the event of a termination of this Agreement. The Sub-Agreement Holder shall cooperate with the City and do everything reasonably within its power at all times to minimize and reduce the amount of the City's obligations under section 15.3 in the event of a termination of this Agreement.

16.0 HOLD HARMLESS AND INDEMNIFICATION

16.1 The Sub-Agreement Holder shall, both during and following the Sub-Project Period, indemnify and save Canada and the City, its officers, directors, employees, agents and Councillors, harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any wilful or

negligent act, omission or delay on the part of the Sub-Agreement Holder or its officers, directors, employees, contractors or agents, and participating employers or Sub-Project participants, if any, in connection with anything purported to be or required to be provided by or done by the Sub-Agreement Holder pursuant to this Agreement or done otherwise in connection with the implementation of the Sub-Project.

17.0 INSURANCE

17.1 Throughout the term of this Agreement, the Sub-Agreement Holder shall maintain:

- 17.1.1 Comprehensive general liability insurance on an occurrence basis for an amount of not less than Five Million Dollars (\$5,000,000) including include Canada and the City as additional insureds' with respect to any liability resulting from anything done or omitted by the Sub-Agreement Holder or its employees, agents or Sub-Project participants, if any, in carrying out the Sub-Project such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractor's protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses. The Sub-Agreement Holder shall submit a completed standard Insurance Certificate (Form #0788).
- 17.1.2 In addition, the Sub-Agreement Holder shall furnish the City with a Blanket Position Policy or equivalent Fidelity Bond in the amount not less than the maximum amount of the City's contribution set out in section 1.1 of Schedule B. The City shall be shown on the Policy as a named Obligee with respect to any loss or misuse of funds held by the Sub-Agreement Holder as described in this Agreement.
- 17.1.3 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.
- 17.1.4 Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement.
- 17.1.5 Upon signing this Agreement and within thirty (30) calendar days of every subsequent renewal of its insurance coverage for the term of this Agreement, the Sub-Agreement Holder shall provide the City with evidence that the insurance required under Clauses 17.1.1 and 17.1.2 above continues in effect.
- 17.1.6 The Sub-Agreement Holder shall notify the City forthwith of termination of the insurance described in Clauses 17.1.1 and 17.1.2, above.

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

18.1 The management and supervision of the Sub-Project are the sole and absolute responsibility of the Sub-Agreement Holder. The Sub-Agreement Holder is not in any way authorized to make a promise, agreement or contract on behalf of the City. This Agreement is a funding agreement only, not a contract for services or a contract of service or employment. The City's responsibilities are limited to providing financial assistance to the Sub-Agreement Holder towards the Eligible Expenditures. The parties hereto declare that nothing in this agreement shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Sub-Agreement Holder shall not represent itself as an agent, employee or partner of the City.

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

19.0 CONFLICT OF INTEREST

19.1 No current or former public servant or public office holder to whom the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders* or the *Values and Ethics Code for the Public Service* applies shall derive a direct benefit from the Agreement unless the provision or receipt of such benefit is in compliance with the said legislation or codes.

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

20.0 INFORMING CANADIANS OF THE GOVERNMENT OF CANADA'S CONTRIBUTION

20.1 The Sub-Agreement Holder acknowledges that the name of the Sub-Agreement Holder, the amount of the contributions and the general nature of the programs supported under this Agreement may be made publicly available by Canada or the City.

20.2(1) The Sub-Agreement Holder shall allow Canada or the City sixty (60) days from the date of signature of the agreement to announce the Project. During this 60 day period, the Sub-Agreement Holder shall not make any public announcements of funding, deferring all questions to Canada or the City. After the expiry of the 60 day period, the Sub-Agreement Holder may begin its own communication activities for the Sub-Project.

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

(3) The Sub-Agreement Holder shall notify the City twenty (20) working days in advance of any and all communications activities, publications, advertising and press releases planned by the Sub-Agreement Holder or by a third party with whom it has an agreement relating to the project.

(4) The Sub-Agreement Holder shall ensure that appropriate recognition of the contribution of Canada to the Sub-Project being carried out is given to Canada in any and all communication activities, publications, advertising and press releases, including any information provided to the public on any web site maintained by the Sub-Agreement Holder, regarding the Sub-Project.

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

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

21.0 OFFICIAL LANGUAGES

21.1 The Sub-Agreement Holder shall, where Canada or the City deems appropriate:

- (a) make any announcements to the public concerning the Sub-Project in both official languages;
- (b) actively offer services relating to the Sub-Project to the public in both official languages;
- (c) make available in both official languages any documents or other information relating to the Sub-Project that are intended for the information of, or use by the public;
- (d) encourage members of both official languages communities to participate in the Sub-Project;
and
- (e) provide its services, when appropriate, in such a manner as to address the needs of both official languages communities.

22.0 ACCESS TO INFORMATION

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

23.0 DISPOSITION OF CAPITAL ASSETS

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

23.2 At the end of the Sub-Project Period, or upon termination of this Agreement, if earlier, and if directed to do so by the City, the Sub-Agreement Holder agrees that any Capital Asset that has been preserved by the Sub-Agreement Holder shall be:

- (a) sold at fair market value and the funds realised from such sale be applied to offset the City's contribution to the Eligible Expenditures;
- (b) turned over to another organization designated or approved by the City; or
- (c) disposed of in such other manner as may be determined by the City.

24.0 INTELLECTUAL PROPERTY

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

24.2 The license granted under section 24.1 shall be for the duration of the copyright and shall include:

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

24.3 The Sub-Agreement Holder agrees to execute any acknowledgements, agreements, assurances or other documents deemed necessary by the City to establish or confirm the license granted under section 24.1.

24.4 Additionally, with respect to any work licensed under section 24.1, the Sub-Agreement Holder:

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

25.0 NOTICES

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

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

26.0 DISPUTE RESOLUTION

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

27.0 ASSIGNMENT OF THE AGREEMENT

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

28.0 SUCCESSORS AND ASSIGNS

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

29.0 COMPLIANCE WITH LAWS

29.1 The Sub-Agreement Holder shall carry out the Sub-Project in compliance with all applicable federal, provincial and municipal laws, by-laws and regulations, including any environmental legislation. The Sub-Agreement Holder shall obtain, prior to the commencement of the Sub-Project, all permits, licenses, consents and other authorizations that are necessary to the carrying out of the Sub-Project.

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

30.0 APPLICABLE LAW

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

31.0 AMENDMENT

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

32.0 UNINCORPORATED ASSOCIATION

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

33.0 COUNTERPARTS

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

SIGNATURES

SIGNED ON BEHALF OF THE CORPORATION OF THE CITY OF LONDON UNDER THE HANDS OF ITS MAYOR AND CLERK.

For the City:

THE CORPORATION OF THE CITY OF LONDON

Date: _____

Joe Fontana, Mayor

Date: _____

Catharine Saunders, City Clerk

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

[INSERT NAME OF SUB-AGREEMENT HOLDER]

Date: _____

(signature)

(Print Name)

(Print Title)

(signature)

(Print Name)

(Print Title)

I/We have authority to bind the Corporation.

SCHEDULE A

SUB-PROJECT DESCRIPTION

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

Sub-Agreement Holder		The City	
Complete Mailing Address: [INSERT SUB-AGREEMENT HOLDER'S MAILING ADDRESS]		Complete Mailing Address: The Corporation of the City of London 151 Dundas Street, PO Box 5045 LONDON, ON N6A 4L6	
Primary Contact:	Secondary Contact:	Primary Contact:	Secondary Contact:
		Jan Richardson	Cindy Howard
Telephone Number:	Telephone Number:	Telephone Number:	Telephone Number:
		519-661-2500 x 5228	519-661-2500 x5337
Fax Number:	Fax Number:	Fax Number:	Fax Number:
		519-661-0852	519-661-0852
Email address:	Email address:	Email address:	Email address:
		jrichardson@london.ca	choward@london.ca

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

SUB-PROJECT DESCRIPTION

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

Activities:

Beneficiaries:

Eligible HPS Activities and costs under sub-projects include:

- Capital Investments (e.g., pre-development, purchase, construction, renovation and purchase of appliances and furniture)
 - emergency shelter facilities
 - transitional housing facilities
 - supportive housing facilities
 - non-residential facilities
- Client Services

Activities may include:

 - assistance to address basic needs such as shelter and food services;
 - Individual support services and other case-managed support services (including referrals to treatment or health services);
 - assistance with housing placement and housing retention e.g., services to transition people out of homelessness, or help those at imminent risk of homelessness to remain housed;
 - bridging to existing employment programs or removing barriers to employment or skill enrichment to facilitate labour market readiness.
- Community Coordination, Partnership Development and Data Management

Activities may include:

 - coordination of community consultation; community planning; and needs assessment
 - local research and information collection and sharing (specific to the particular community);
 - partnership and network development; and coordination of service provision; and

-emergency shelter usage data collection activities; data development; data coordination activities; and reporting on, for example, progress against Community Performance Indicators, once developed and implemented.

4. Administrative Activities

Direct costs of activities funded under sub-project agreements

Specific costs may include, but are not limited to:

- rented space to hold consultations or public meetings;
- costs associated with conducting focus groups to inform research or the planning or assessment process;
- the hiring of a consultant to facilitate the planning process and to draft the plan under the community's direction;
- costs associated with publication and distribution of the community plan (e.g., layout, printing, postage, translation, etc.);
- architectural costs for new buildings or construction;
- property zoning and/or property assessment activities;
- wages and mandatory employment-related costs (MERCs) for staff directly involved in project activities;
- purchase or lease of land;
- purchase or lease of buildings;
- capital assets, furniture, appliances, fixtures;
- honoraria;
- costs of building, buying, renovating or making additions to shelter space, supportive or transitional housing;
- supplies and equipment required to carry out an approved project;
- food, clothing, personal and household items to help people who are homeless or at risk of becoming homeless;
- costs associated with the provision of emergency assistance to assist homeless people or those at risk of homelessness to secure housing or housing-related services. These funds are not to be disbursed directly to individuals, but used for costs and services associated with their needs;
- costs associated with conferences;
- disbursements for research or technical studies;
- research materials;
- costs for continuum of support activities and services such as interpersonal support, outreach support activities and enhancing the skills of the front-line staff of service organizations that work directly with the homeless population; and
- costs associated with emergency shelter usage data collection activities; data development; data coordination activities; and reporting on progress against community performance indicators.

Administrative Costs of sub-projects

Eligible administrative costs include, but are not limited to:

- wages and MERCs for administrative staff;
- fringe benefits;
- administrative support and supplies;
- licenses, permits and fees for professional service;
- disability needs;
- banking fees and interest charges;
- utilities, office supplies, travel, insurance, rental of office space, leasing or purchase of office equipment, costs of audits, evaluations and assessments;

SIGNATURES

<p>_____</p> <p>SUB-AGREEMENT HOLDER</p>	<p>_____</p> <p>SUB-AGREEMENT HOLDER</p>	<p>_____</p> <p>THE CITY</p>
<p>_____</p> <p>DATE</p>	<p>_____</p> <p>DATE</p>	<p>_____</p> <p>DATE</p>

SCHEDULE B

FINANCIAL PROVISIONS

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

1.0 MAXIMUM CONTRIBUTION OF THE CITY

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

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

In Fiscal Year 201_ - 201_ \$	[REDACTED]
In Fiscal Year 201_ - 201_ \$	[REDACTED]

2.0 INTEREST EARNED ON CONTRIBUTION

2.1 Where the amount of interest earned on advance payments is in excess of one hundred dollars (\$100), such interest is deemed to be part payment of the City's contribution and will be taken into account in the calculation of the final payment by the City, or repayment by the Sub-Agreement Holder, as may be appropriate in the circumstances.

3.0 REPAYMENT REQUIREMENTS

3.1 In the event payments made to the Sub-Agreement Holder exceed the amount set out in section 1.1, the amount of the excess is a debt owing to the City and shall be promptly repaid to the City upon receipt of notice to do so. Without limiting the generality of the foregoing, amounts to which the Sub-Agreement Holder is not entitled include the amount of any payments:

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

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

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

4.0 OTHER SOURCES OF FUNDING

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

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

4.3 The Sub-Agreement Holder agrees that where there is a change to the declaration made in section 4.1, the City may, in its discretion, reduce the amount of its maximum contribution to the Sub-Project by such amount, not exceeding the amount of the change in assistance received, that it considers appropriate.

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

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

5.0 SUB-PROJECT BUDGET

5.1 The following is the Sub-Project Budget:

NOTE: The costs associated to the categories #1 to #6 below are costs directly linked to project activities included in the proposal and to functions that are project specific. (See Definitions-Instructions sheet for more information and examples).				
1. Staff Wages	Amount Requested	Amount Negotiated	Variance	Detail Description / Comments
Staff wages and Mandatory Employment Related Costs (MERCs);	\$ -	\$ -	\$ -	Provide details (i.e. hourly rate, number of hours, number of weeks, MERCs)
Other employment-related benefit costs (Fringe benefits);	\$ -	\$ -	\$ -	
Sub-Total Staff Wages:	\$ -	\$ -	\$ -	
2. Professional Fees	Amount Requested	Amount Negotiated	Variance	Detail Description / Comments
Professional fees – contracting and sub-contracting;	\$ -	\$ -	\$ -	
Legal fees (e.g. allowance for costs related to review of lease for new project site premises);	\$ -	\$ -	\$ -	
Sub-Total Professional Fees:	\$ -	\$ -	\$ -	
3. Travel	Amount Requested	Amount Negotiated	Variance	Detail Description / Comments
Staff and volunteer travel for promotion, outreach, conferences, meetings and networking; includes international travel where warranted;	\$ -	\$ -	\$ -	
Sub-Total Travel:	\$ -	\$ -	\$ -	-
4. Capital Assets	Amount Requested	Amount Negotiated	Variance	Detail Description / Comments
Capital assets (e.g. computers, printers, etc.)	\$ -	\$ -	\$ -	
Sub-Total Capital:	\$ -	\$ -	\$ -	
5. General Activity Project Costs	Amount Requested	Amount Negotiated	Variance	Detail Description / Comments
Insurance (fire, theft, liability) and extended warranties;	\$ -	\$ -	\$ -	
Furniture;	\$ -	\$ -	\$ -	
Materials and supplies (e.g. pens, pencils, paper, envelopes, cleaning supplies, subscriptions);	\$ -	\$ -	\$ -	
Reference materials (books, periodicals, subscriptions, etc.);	\$ -	\$ -	\$ -	
Bank charges;	\$ -	\$ -	\$ -	
Staff disability supports (duty to accommodate);	\$ -	\$ -	\$ -	
Staff training for disability-related issues (e.g. sign language training);	\$ -	\$ -	\$ -	
Staff professional development	\$ -	\$ -	\$ -	
Conference attendance fees;	\$ -	\$ -	\$ -	
Conference costs (meeting room rental, guest speakers, video, simultaneous translation, refreshments, etc.);	\$ -	\$ -	\$ -	
Rent, lease;	\$ -	\$ -	\$ -	
Janitorial services and supplies	\$ -	\$ -	\$ -	
Equipment lease, rental or purchase (including computers, fax machines, etc. less than \$1,000; meter charge for photocopies, repair and maintenance cost);	\$ -	\$ -	\$ -	
Computer software and licenses directly related to delivering project activities;	\$ -	\$ -	\$ -	
Costs associated with use of applicant-owned assets other than premises (e.g. computers and other equipment, furniture, etc.);	\$ -	\$ -	\$ -	
Utilities;	\$ -	\$ -	\$ -	
Memberships (professional and organizational), affiliation fees and business licenses and permits;	\$ -	\$ -	\$ -	

5. General Activity Project Costs...cont'd	Amount Requested	Amount Negotiated	Variance	Detail Description / Comments
Advertising (newspaper ads, flyer production, web page design etc.);	\$ -	\$ -	\$ -	
Telephone and/or fax line installation and charges;	\$ -	\$ -	\$ -	
Internet installation and monthly fees;	\$ -	\$ -	\$ -	
IT maintenance;	\$ -	\$ -	\$ -	
Printing;	\$ -	\$ -	\$ -	
Postage and courier;	\$ -	\$ -	\$ -	
Focus Group Per Diems	\$ -	\$ -	\$ -	
Other non participant-based costs (e.g. staff and volunteer recognition, stipends for survey completion, focus group);	\$ -	\$ -	\$ -	
Sub-Total General Project Costs:	\$ -	\$ -	\$ -	
6. Participant Costs (Applicable only to the Federal Horizontal Pilot Projects Program)	Amount Requested	Amount Negotiated	Variance	Detail Description / Comments
Participant wages and Mandatory Employment-Related Costs (MERCS) including allowances;	\$ -	\$ -	\$ -	
Stipends, Completion Bonuses;	\$ -	\$ -	\$ -	
Other employment-related benefit costs (WCB, medical, dental, pension, etc.) where warranted by current organizational HR policies and/or provincial labour standards;	\$ -	\$ -	\$ -	
Participant Tuition Costs;	\$ -	\$ -	\$ -	
Living expenses and Emergency Assistance;	\$ -	\$ -	\$ -	
Disability-related supports (attendant care, note takers, sign language interpreters);	\$ -	\$ -	\$ -	
Disability-related incremental costs (i.e. additional per diems for fees for assistance provided, etc.);	\$ -	\$ -	\$ -	
Dependant care;	\$ -	\$ -	\$ -	
Adaptive-technology set-up;	\$ -	\$ -	\$ -	
Materials and supplies that remain with the participant (e.g. binders and handouts,) books and testing materials to be used by/for participants;	\$ -	\$ -	\$ -	
Travel, transportation;	\$ -	\$ -	\$ -	
Total Participant Costs	\$ -	\$ -	\$ -	
TOTAL PROJECT ACTIVITY COSTS (Cost #1 to #6)	\$ -	\$ -	\$ -	
7. Administrative Costs	Amount Requested	Amount Negotiated	Variance	Detail Description / Comments
Administrative Staff Wages and MERCS;	\$ -	\$ -	\$ -	
Other employment-related benefit costs (Fringe benefits);	\$ -	\$ -	\$ -	
Rent, lease;	\$ -	\$ -	\$ -	
Equipment purchase, lease or rental (including computers less than \$1,000 taxes excluded);	\$ -	\$ -	\$ -	
Costs associated with use of applicant-owned assets other than premises;	\$ -	\$ -	\$ -	
Contracting (e.g. bookkeeping, janitorial services, IT, equipment maintenance services, security);	\$ -	\$ -	\$ -	
Training and development costs (volunteer and staff);	\$ -	\$ -	\$ -	
Office support costs;	\$ -	\$ -	\$ -	
Bank charges;	\$ -	\$ -	\$ -	
Total Administrative Costs	\$ -	\$ -	\$ -	
OTHER SOURCES OF FUNDING		Value of contribution	Detail the cash and in-kind contributions from other sources (Organizations, amount of contribution, nature and value of contribution, purpose of funding)	
Cash		\$ -		
In-Kind		\$ -		

6.0 BUDGET FLEXIBILITY

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

6.2 The Sub-Agreement Holder shall obtain the City's written approval prior to making an adjustment to the Sub-Project Budget that:

- (a) increases or decreases by any amount the subtotal amount budgeted for any expenditure category of the Sub-Project Budget identified with an asterisk (*); or
- (b) increases or decreases the subtotal amount of any other expenditure category, by more than 10%.

6.3 Written approval by the City of adjustments under section 6.2 may be required by the City to be documented by way of a formal amending agreement signed by both parties.

7.0 CONDITIONS GOVERNING ELIGIBLE EXPENDITURES

7.1 Subject to the following conditions, the expenditures set out in the Sub-Project Budget above are Eligible Expenditures for the purposes of this Agreement:

- (a) expenditures must be incurred during the Sub-Project Period;
- (b) expenditures must, in the opinion of the City, be reasonable;
- (c) the portion of the cost of any travel, meals and accommodation costs that exceeds the rates for public servants set out in the National Joint Council of Canada's Travel Directive is not eligible for reimbursement;
- (d) the portion of hospitality costs that exceed the rates set out in the Hospitality Policy of Canada's Treasury Board is not eligible for reimbursement;
- (e) the portion of the cost of any goods and services purchased by the Sub-Agreement Holder for which the Sub-Agreement Holder may claim a tax credit or reimbursement is not eligible for reimbursement;
- (f) depreciation of capital assets is not eligible for reimbursement;
- (g) fines and penalties are not eligible for reimbursement;
- (h) the cost of alcoholic beverages are not eligible for reimbursement;
- (i) costs associated with software development and/or the purchase of hardware for the collection and management of homelessness data that performs similar functions to the HIFIS software and duplicates activities already offered through the National Homelessness Information System are not eligible for reimbursement; and
- (j) costs associated with software development and/or the purchase of hardware for the collection and/or management of homelessness data that results in an inability to participate in the National Homelessness Information System initiative (system that is incompatible with HIFIS software) are not eligible for reimbursement.

8.0 TERMS OF PAYMENT

8.1 The City will make payments of its contribution by way of progress payments. Each payment shall cover a monthly period (hereinafter referred to as the "Payment Period") during the Sub-Project Period.

8.2(1) Subject to subsection (2), the City may, at any time and in its sole discretion,

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

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

8.3(1) Where pursuant to sections 8.1 or 8.2 the City chooses to make payments of its contribution to the Sub-Agreement Holder by way of advances,

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

(2) Where the City chooses to make payments of its contribution to the Sub-Agreement Holder by way of progress payments, each progress payment shall cover the Sub-Agreement Holder's actual Eligible Expenditures incurred during the Payment Period as approved by the City following submission by the Sub-Agreement Holder of the financial claim for the Payment Period referred to in section 8.4.

8.4(1) Following the end of each Payment Period of the Agreement, the Sub-Agreement Holder shall provide the City with a financial claim signed by an authorized official of the Sub-Agreement Holder containing:

- (a) a summary breakdown of claimed Eligible Expenditures;
- (b) a statement certifying that all expenditures claimed for the Payment Period are in accordance with the provisions of this Agreement;
- (c) a narrative report describing the work completed on the Sub-Project during the Payment Period; and
- (d) any additional supporting documentation required by the City.

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

- (a) if the Payment Period is monthly, 45 days following the Payment Period; and
- (b) if the Payment Period is quarterly, 60 days following the Payment Period.

8.5(1) The City may withhold any advance payment due to the Sub-Agreement Holder under this Agreement:

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

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

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

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

- (a) receipt and verification by the City of a final financial claim for the last Payment Period where advances have been made,
- (b) receipt and acceptance by the City of a final report for the project in accordance with section 9 of this Schedule, and
- (c) receipt of any other Sub-Project-related record or product that may be required by the City.

9.0 FINAL REPORT

9.1 Unless the Sub-Agreement Holder is required elsewhere in the Agreement to provide another, more specific, final report outlining the results of the Sub-Project, the Sub-Agreement Holder shall provide the City with a final report that summarizes the Sub-Project scope, describes the results achieved, explains any discrepancies between the results and the planned or expected results and contains such other information as the City may specify in writing to the Sub-Agreement Holder. The Sub-Agreement Holder shall provide the City with the final report within sixty (60) days following the Sub-Project Period.

10.0 ANNUAL FINANCIAL REPORTS

10.1(1) No later than one-hundred and twenty (120) days from the end of each Fiscal Year of the Sub-Project Period, the Sub-Agreement Holder shall submit to the City a financial report prepared containing:

- (a) an audited statement of revenue and expenditure to account for the funding provided to the Sub-Agreement Holder under this Agreement for the Fiscal Year. The revenue section of the statement shall include funding or revenues for the activities described in the Sub-Agreement Holder’s approved work plan for the Fiscal Year received or to be received from all other sources, including interest earned on advances and GST/HST rebates. The expenditure section of the statement shall set out:
 - (i) the amounts claimed in relation to the various Eligible Expenditure categories shown in the Sub-Agreement Holder’s approved budget set out in this Schedule, and as further detailed in approved Investment Plan for the Fiscal Year; and
 - (ii) the amount of any surplus or unexpended balances of the contribution as of year end; and
- (b) a list of all capital assets that were leased or purchased during the year by the Sub-Agreement Holder with funding under the Agreement. The list shall include the name of asset, an indication of whether it was leased or purchased, the date of purchase or lease, and in the case of a leased asset, the lease period, the purchase cost or lease cost over the total lease period, and the serial number of the asset if there is a serial number.

(2) The statement of revenue and expenditure shall be audited by an independent licensed public accountant and the audit shall be performed in accordance with Canadian generally accepted auditing standards.

(3) The financial reporting requirements specified in paragraph (1)(a) shall be set out in a letter of audit engagement between the Sub-Agreement Holder and the auditor approved in advance by the City.

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

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

SCHEDULE C

ADDITIONAL PROVISIONS

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

1.0 WORK PLAN

1.1 The Sub-Agreement Holder shall:

- i) Demonstrate that the Sub-Project is aligned with the objectives of the Homelessness Partnering Strategy, and meets expected program outcomes;
- ii) Describe in detail the activities to be undertaken in carrying out the Sub-Project;
- iii) Identify all expected and measurable results within a specified timeframe as well as the intended impact on homelessness and how the expected results will be measured;
- iv) Identify all funders and their respective funding amounts supporting the activities of this Sub-Project; and
- v) Provide a detailed Sub-Project budget, including but not limited to, all revenue sources and expenses; note for multi-year Sub-Projects the detailed Sub-Project budget must be identified in fiscal years noted as April 1 to March 31.

2.0 DISTRIBUTION OF FUNDING TOWARDS SUB-PROJECTS

- 2.1 Reserved
2.2 Reserved
2.3 Reserved

Provision of Copies of Agreements and MOUs

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

3.0 REPORTING

Quarterly Report of Approved Sub-Projects

3.1 Reserved

Results Reporting

3.2 The Sub-Agreement Holder, at the time of signing the original agreement (or by May 30, 2011 for sub-projects starting April 1, 2011), shall submit a report of the results it expects the Sub-Project to yield in respect of the Program (hereinafter referred to as "Expected Results Report") no later than five days after the Sub-Project start date (or no later than May 30, 2011 for Sub-Projects started April 1, 2011), including:

- (a) Amount of the Sub-Program contribution per activity area (capital investments, client services and community coordination, partnership development and data management).
- (b) Demographics of the target population (age, gender, populations of interest, special needs).
- (c) Number of people served during the reporting period and an estimate of the number of people served that were homeless.
- (d) Number of changes in housing status through housing placement services and number of individuals who retained housing through housing loss prevention services. People receiving housing loss prevention services during the reporting period require a one-time three-month follow-up of their clients.
- (e) Number of changes in income, employment status, volunteer work, participation in education activities participation in job training programs, social and cultural involvement, personal development and assistance in acquiring identification cards of people served during the reporting period.
- (f) Number of new beds (temporary or permanent) and type of service created in Capital investment projects.
- (g) Activities carried out including coordination of community consultations, community planning, local research, information collection, partnership and network development, emergency shelter usage data collection activities, data development and reporting and training of agency staff.

- (h) Activities that allow clients to increase their access to services or programs (services addressing basic needs, health services, transportation and referrals to various community services).
- (i) Achievements/challenges that occurred as a result of HPS funded activities.

3.3 The Sub-Agreement Holder shall provide to Canada, for each Fiscal Year or part thereof of their Sub-Projects, an Annual Results Report detailing the actual results achieved during the reporting period in respect of the Expected Results Report submitted to Canada pursuant to section 3.2. Each Annual Results Report shall be submitted to Canada no later than sixty five (65) days following the period covered by the report.

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

Protection of Personal Information

3.5 All personal information collected or compiled by the Sub-Agreement Holder for use in preparing Annual Results Reports shall be treated as confidential and the Sub-Agreement Holder shall take all security measures reasonably necessary for the protection of same against unauthorized release or disclosure, including those set out in any instructions issued by Canada or the City.

3.6 Reserved

4.0 ADDITIONAL REPAYMENT REQUIREMENTS IN RESPECT OF FACILITY PROPERTY

Sub-Project Funding Used for the Purchase of Land or a Building for a Facility

- 4.1 If
- (a) a Sub-Project involves the establishment of a facility to provide shelter space, transitional or supportive housing or other services for the homeless,
 - (b) funding provided for the Sub-Project was used for the costs of purchasing land or a building required for the facility or for the costs of construction of the facility, and
 - (c) the amount of the funding referred to in paragraph (b) was in excess of \$50,000,

the Sub-Agreement Holder shall,

- (d) repay as a debt owing to Canada or the City an amount equal to 100% of the funding referred to in paragraph (b) if the facility is not completed by the end of the Sub-Project Period, and
- (e) repay as a debt owing to Canada or the City an amount determined in accordance with section 4.2 if the facility is completed by the end of the Sub-Project Period but within 5 years following the Sub-Project Period either of the following events occurs:
 - (i) the facility ceases to operate for its intended purpose and is not used for some other service approved by Canada in support of the homeless but is converted to some other use, or
 - (ii) the facility is sold and the proceeds of disposition are not forthwith committed to supporting a facility providing similar services to the homeless which is approved by Canada.

4.2 The amount repayable by the Sub-Agreement Holder under paragraph 4.1(e) if either event referred to in subparagraph 4.1(e)(i) or (ii) occurs shall be determined as follows:

- (a) if the event occurs within one year of the end date of the Sub-Project Period, a sum equal to 100% of the funding used for the costs of purchasing land or a building required for the facility or for the costs of construction of the facility;
- (b) if the event occurs within two years, but after one year of the end date of the Sub-Project Period, a sum equal to 80% of the funding used for the costs of purchasing land or a building required for the facility or for the costs of construction of the facility;
- (c) if the event occurs within three years, but after two years of the end date of the Sub-Project Period, a sum equal to 60% of the funding used for the costs of purchasing land or a building required for the facility or for the costs of construction of the facility;

- (d) if the event occurs within four years, but after three years of the end date of the Sub-Project Period, a sum equal to 40% of the funding used for the costs of purchasing land or a building required for the facility or for the costs of construction of the facility; or
- (e) if the event occurs within five years, but after four years of the end date of the Sub-Project Period, a sum equal to 20% of the funding used for the costs of purchasing land or a building required for the facility or for the costs of construction of the facility.

Sub-Project Funding used for Renovations

4.3 If

- (a) a Sub-Project involves the renovation of a building to establish a new facility to provide shelter space, transitional or supportive housing or other services for the homeless, or to expand or renovate an existing facility that provides shelter space, transitional or supportive housing or other services for the homeless,
- (b) funding provided for the Sub-Project is used for the costs of renovating the building for a purpose described in paragraph (a), and
- (c) the amount of the funding referred to in paragraph (b) is in excess of \$50,000,

the Sub-Agreement Holder shall

- (d) repay as a debt owing to Canada or the City an amount equal to 100% of the funding referred to in paragraph (b) if the facility is not completed by the end of the Sub-Project Period, and
- (e) repay as a debt owing to Canada or the City an amount determined in accordance with section 4.4 if the facility is completed by the end of the Sub-Project Period but within 5 years following the Sub-Project Period either of the following events occurs:
 - (i) the facility ceases to operate for its intended purpose and is not used for some other service approved by Canada in support of the homeless but is converted to some other use, or
 - (ii) the facility is sold and the proceeds of disposition are not forthwith committed to supporting a facility providing similar services to the homeless which is approved by Canada.

4.4 The amount repayable by the Sub-Agreement Holder under paragraph 4.3(e) if either event referred to in subparagraph 4.3(e)(i) or (ii) occurs shall be determined as follows:

- (a) for renovations representing 30% or less of the market value of the facility established as part of the sub-project assessment process, if the event occurs within:
 - (i) one year of the end date of the Sub-Project Period a sum equal to 100% of the funding used for the costs of renovations of the facility; or
 - (ii) two years, but after one year of the end date of the Sub-Project Period, a sum equal to 80% of the funding used for the costs of renovations of the facility; and
- (b) for renovations representing between 30% and 100% of the market value of the facility established as part of the sub-project assessment process, if the event occurs within:
 - (i) one year of the end date of the Sub-Project Period, a sum equal to 100% of the funding used for the costs of renovations of the facility;
 - (ii) two years, but after one year of the end date of the Sub-Project Period, a sum equal to 80% of the funding used for the costs of renovations of the facility ;
 - (iii) three years, but after two years of the end date of the Sub-Project Period, a sum equal to 60% of the funding used for the costs of renovations of the facility;
 - (iv) four years, but after three years of the end date of the Sub-Project Period, a sum equal to 40% of the funding used for the costs of renovations of the facility; or
 - (v) five years, but after four years of the end date of the Sub-Project Period, a sum equal to 20% of the funding used for the costs of renovations of the facility.

No Mortgage or Charging of Facility Property

4.5 Sub-Agreement Holders shall not mortgage, charge or otherwise encumber any facility property referred to in section 4.1 or 4.3 during the Sub-Project Period, or within a period of five (5) years thereafter, without the prior written approval of Canada.

5.0 MONITORING AND AUDIT OF SUB-PROJECTS

5.1 The Sub-Agreement Holder understands that the City is required in its agreement with Canada to exercise due diligence in the administration of its agreements with Sub-Agreement Holders. Without limiting the generality of the foregoing, in exercising due diligence, the City is required to take appropriate measures for ensuring compliance by Sub-Agreement Holders with their obligations under the agreement, including:

- (a) monitoring the Sub-Project through, as appropriate, periodic visits to the Sub-Project site or other means such as telephone calls and questionnaires,
- (b) undertaking periodic audits or inspections of financial records to verify that costs claimed by the Sub-Agreement Holder under the agreement were actually incurred and were in accordance with the agreement with them,
- (c) furnishing the Sub-Agreement Holder with necessary advice, support and training to assist it in carrying out the Sub-Project and in realizing the objectives and achieving the results of the Sub-Project,
- (d) where there are breaches of the agreement, taking appropriate measures to resolve the situation, including termination of the agreement with the Sub-Agreement Holder or legal action to enforce compliance with the agreement, and
- (e) making all reasonable efforts to recover any overpayments under the agreement.

5.2 The Sub-Agreement Holder authorizes the City to provide to Canada, upon Canada's request, a report of any monitoring review or audit of a Sub-Project undertaken by the City under section 5.1.

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

6.0 ANNUAL MONITORING OF, AND REPORT ON, FACILITY UTILIZATION FOLLOWING COMPLETION

6.1 Upon completion of a Sub-Project referred to in section 4.1 or 4.3, the Sub-Agreement Holder shall, for the number of years following the Sub-Project Period in respect of which the repayment requirements in section 4.2 or section 4.4 are applicable:

- (a) monitor the use of the facility annually, and
- (b) provide annually to the City a report, using a form provided by the City, containing such information on the utilization of the facility during the year covered by the report as is requested on the form.

6.2 The report referred to in paragraph 6.1(b) shall be provided to the City no later than sixty (60) days following the end of each year of operation of the facility during the applicable reporting period.

6.3 If at any time within the monitoring period referred to in paragraph 6.1(a) the Sub-Agreement Holder plans to cease or ceases to use the facility for the purpose for which funding was provided, plans to sell it or has sold it, the Sub-Agreement Holder shall immediately notify the City of same.

6.4 During the applicable reporting period under section 6.1, the Sub-Agreement Holder shall ensure that representatives of Canada or the City are allowed to inspect the operation of the facility at any reasonable time to verify the continuing use of the facility for the purposes for which it was funded.

6.5 If at any time within the Monitoring Period referred to in paragraph 6.1(a) the Sub-Agreement Holder ceases to operate or ceases to be funded by the Program, the obligations of the Sub-Agreement Holder set out in sections 6.1, 6.2, 6.3 and 6.4 will be transferred to Canada.

7.0 ENVIRONMENTAL PROTECTION

7.1 The Sub-Agreement Holder shall:

- (a) maintain and implement any and all environmental protection measures prescribed by the *Canadian Environmental Assessment Act* for ensuring that the harm to the environment resulting from the Sub-Projects, if any, will remain minimal;

- (b) ensure that all environmental protection measures, standards and rules relating to the Sub-Projects established by competent authorities are respected; and
- (c) upon written request of Canada or the City, produce any certificates, licenses, and other authorizations required, in respect of the rules relating to the environment in relation to environmental protection, for carrying out the Sub-Project.

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