

Bill No. 415  
2017

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

A by-law to approve the Funding Agreement with Her Majesty the Queen in Right of Canada, as represented by the Federal Minister of Employment and Social Development Canada under the Homelessness Partnering Strategy; and, to authorize the Mayor and City Clerk to execute this Agreement.

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

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

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that the City 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 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 under the *Housing Services Act, 2011*, S.O. 2011, c. 6, Sched. 1, the City of London is designated as the service manager for the service area 'City of London and County of Middlesex';

AND WHEREAS section 6 of the *Housing Services Act, 2011* requires the service manager to have a plan to address housing and homelessness;

AND WHEREAS under the *Housing Services Act, 2011*, the service manager has prepared a *Homeless Prevention and Housing 2010-2024 Plan*;

AND WHEREAS section 19.1 of the *Housing Services Act, 2011* requires the service manager to conduct an enumeration of persons who are homeless at the times and in the form and manner directed by the Minister;

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

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

1. The Funding Agreement between The Corporation of the City of London and Her Majesty the Queen in Right of Canada, as represented by the Federal Minister of Employment and Social Development Canada, for new funding under the Homelessness Partnering Strategy, attached as Schedule "A", is approved;
2. The Managing Director of Neighbourhood, Children and Fire Services, or designate, is delegated authority to undertake all the administrative and financial acts that are necessary in connection with the Funding Agreement approved under section 1. above, on the condition that no additional funding is required, or if additional funding is required it is provided for in the City's current budget, and that there is no increase in indebtedness or contingent liabilities of The Corporation of the City of London;

3. The Mayor and City Clerk are authorized to execute the Funding Agreement approved under section 1. above; and,

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

PASSED in Open Council on September 19, 2017.

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First Reading – September 19, 2017  
Second Reading – September 19, 2017  
Third Reading – September 19, 2017

Schedule "A"



Employment and Social Development Canada

Emploi et Développement social Canada

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|                        | Amendment #:<br>0     |

Homelessness Partnering Strategy

Innovative Solutions to Homelessness

FUNDING AGREEMENT

BETWEEN

Her Majesty the Queen in Right of Canada

(hereinafter referred to as "Canada"),

as represented by the minister of Employment and Social Development styled as

Minister of Families, Children and Social Development

AND

Corporation of the City of London

(hereinafter referred to as "the Recipient")

Hereinafter collectively referred to as "the Parties"

Articles of Agreement

Whereas Canada has established the Homelessness Partnering Strategy (hereinafter referred to as 'the Program') to support projects aimed at reducing homelessness, primarily through the Housing First approach, and includes projects aimed at preventing individuals and families at imminent risk from becoming homeless.

Whereas the Recipient has applied to Canada for funding to carry out the project described in Schedule A;

Whereas Canada has determined that the Recipient is eligible to apply for funding under the Program and that the Project qualifies for support under the Program; and

Whereas Canada has agreed to make a contribution to the Recipient towards the costs of the Project;

Now, therefore, Canada and the Recipient agree as follows:

1.0 AGREEMENT

1.1 The following documents, and any amendments thereto, constitute the entire agreement between the Recipient and Canada with respect to its subject matter and supersedes 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 "Project Description"; and
- (c) Schedule B - entitled "Financial Provisions".



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**2.0 INTERPRETATION**

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

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

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

“Project” means the project described in Schedule A;

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

“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 Project Period unless the Agreement is terminated on a prior date in accordance with the terms of this Agreement.

3.2 All obligations of the Recipient 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 Canada’s funding is to enable the Recipient to carry out the Project. The funding shall be used by the Recipient solely for the purpose of paying the Eligible Expenditures.

**5.0 CANADA’S CONTRIBUTION**

5.1 Subject to the terms and conditions of this Agreement, Canada agrees to make a contribution to the Recipient in respect of the Eligible Expenditures. The amount of Canada’s contribution shall not exceed the total maximum amount specified in section 1.1 of Schedule B.

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

**6.0 APPROPRIATION**

6.1 Any payment under this Agreement is subject to the appropriation of funds by Parliament for the Fiscal Year in which the payment is to be made.

**7.0 REDUCTION OR TERMINATION OF FUNDING**

7.1 If

- (a) the Program named in this Agreement is cancelled,
- (b) the level of funding for the Program named in this Agreement 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, or
- (c) Parliament reduces the overall level of funding for the programs of the Department of Employment and Social Development Canada for any Fiscal Year in which payment is to be made under the Agreement,

Canada may, upon not less than ninety (90) days notice, reduce its funding under this Agreement or terminate the Agreement.



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7.2 Where, pursuant to section 7.1, Canada gives notice of its intention to reduce its funding, and where, as a result of the reduction in funding, the Recipient is of the opinion that it will be unable to complete the Project or will be unable to complete the Project in the manner desired by the Recipient, the Recipient shall notify Canada of same as soon as possible after receiving notice of the funding reduction and may, upon not less than thirty (30) days written notice to Canada, terminate the Agreement.

**8.0 RECIPIENT DECLARATIONS**

**8.1 The Recipient**

- (a) declares that it has provided Canada with a true and accurate list of all amounts owing to the Government of Canada under legislation or funding agreements which were past due and in arrears at the time of the Recipient's application for funding under the Program named in this Agreement,
- (b) agrees to declare any amounts owing to the Government of Canada under legislation or funding agreements which have 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 Recipient under this Agreement.

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

**9.0 PROJECT RECORDS**

**9.1 The Recipient shall**

- (a) keep proper books and records, in accordance with generally accepted accounting principles, of all expenditures and revenues relating to the Project, including cash contributions received from Canada 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 Project referred to in the Project Budget in Schedule B,
- (b) keep records of all Project-related contracts and agreements and all invoices, receipts and vouchers relating to Eligible Expenditures, and
- (c) keep records of all Project-related activity, progress and evaluation reports and reports of Project reviews or audits carried out by, or on behalf of, the Recipient.

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

**10.0 CANADA'S RIGHT TO AUDIT**

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

**11.0 FINANCIAL AND ACTIVITY MONITORING**

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



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## 12.0 INQUIRY BY THE AUDITOR GENERAL OF CANADA

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

## 13.0 FINAL REPORT

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

## 14.0 EVALUATION

14.1 The Recipient agrees to cooperate with Canada in the conduct of any evaluation of the Project and/or the Program named in this agreement that Canada may carry out during the Project Period or within a period of three years thereafter. Without limiting the generality of the foregoing, if requested by Canada to do so for the purpose of conducting an evaluation, the Recipient agrees to:

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

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

## 15.0 CONTRACTING PROCEDURES

### *Contracting*

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

(2) The requirement under subsection (1) shall apply, unless otherwise authorized in writing by Canada, to all goods or services contracts valued at \$25,000 or more (before taxes). The Recipient must not unnecessarily divide a requirement for goods or services into a number of smaller contracts to avoid this requirement.



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*Restrictions Regarding Non Arms-Length Contracts*

15.2 (1) Unless otherwise authorized in writing by Canada, all goods or services contracts, regardless of their value, entered into in relation to the Project between the Recipient and

- (a) an officer, director or employee of the Recipient,
- (b) a member of the immediate family of an officer, director or employee of the Recipient,
- (c) a business in which an officer, director or employee of the Recipient, 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 Recipient,

require the prior written approval of Canada. In any such contract, the Recipient shall ensure that Canada 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 Recipient 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 Recipient Duties or Responsibilities*

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

**16.0 TERMINATION OF AGREEMENT**

*Termination for Default*

16.1 (1) The following constitute Events of Default:

- (a) the Recipient becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of the statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Recipient;
- (b) the Recipient ceases to operate;
- (c) the Recipient is in breach of the performance of, or compliance with, any provision of this Agreement;
- (d) the Recipient, in support of its application for Canada'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 Canada; or
- (e) in the opinion of Canada, there is a material adverse change in risk in the Recipient's ability to complete the Project or to achieve the expected results of the Project set out in Schedule A.

(2) If

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



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

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

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

*Termination for Convenience*

16.2 Canada may also terminate this Agreement at any time without cause upon not less than ninety (90) days written notice of intention to terminate.

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

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

- (a) the Recipient shall make no further commitments in relation to the 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 Recipient up to the date of termination will be paid by Canada, including the Recipient'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 Canada that the costs mentioned herein were actually incurred by the Recipient and the same are reasonable and properly attributable to the termination of the Agreement.

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

**17.0 INDEMNIFICATION**

17.1 The Recipient shall, both during and following the Project Period, indemnify and save Canada 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 Recipient or its employees or agents, and participating employers or Project participants, if any, in connection with anything purported to be or required to be provided by or done by the Recipient pursuant to this Agreement or done otherwise in connection with the implementation of the Project.

**18.0 INSURANCE**

18.1 The Recipient shall arrange and maintain, during the Project Period, appropriate comprehensive general liability insurance coverage to cover claims for bodily injury or property damage resulting from anything done or omitted by the Recipient or its employees, agents or Project participants, if any, in carrying out the Project.

**19.0 RELATIONSHIP BETWEEN THE PARTIES AND NON-LIABILITY OF CANADA**

19.1 The management and supervision of the Project are the sole and absolute responsibility of the Recipient. The Recipient is not in any way authorized to make a promise, agreement or contract on behalf of Canada. This Agreement is a funding agreement only, not a contract for services or a contract of service or employment. Canada's responsibility is limited to providing financial assistance to the Recipient 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 Recipient shall not represent itself as an agent, employee or partner of Canada.





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

**20.0 CONFLICT OF INTEREST**

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

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

**21.0 INFORMING CANADIANS OF THE GOVERNMENT OF CANADA'S CONTRIBUTION**

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

21.2 The Recipient shall notify Canada twenty (20) working days in advance of any initial and subsequent official ceremonies related to the announcement of the funding and promotion of the Project. Canada reserves the right to approve the time, place and agenda of the ceremony.

21.3 The Recipient shall notify Canada fifteen (15) working days in advance of any and all communications activities, publications, advertising and press releases planned by the Recipient or by a third party with whom it has an agreement relating to the Project.

21.4 The Recipient shall ensure that in any and all communication activities, publications, advertising and press releases regarding the Project, recognition, in terms and in a form and manner satisfactory to Canada, are given to Canada's financial assistance to the Project.

21.5 The Recipient agrees to display such signs, plaques or symbols as Canada may provide in such locations on its premises as Canada may designate.

21.6 The Recipient shall cooperate with representatives of Canada during any official news release or ceremonies relating to the announcement of the Project.

**22.0 ACCESS TO INFORMATION**

22.1 The Recipient 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 aforementioned act.

**23.0 PROACTIVE DISCLOSURE**

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

**24.0 DISPOSITION OF CAPITAL ASSETS**

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

24.2 At the end of the Project Period, or upon termination of this Agreement, if earlier, Canada reserves the right to direct the Recipient to dispose of any capital asset purchased by the Recipient with funding provided under this Agreement by:

- (a) selling it at fair market value and applying the funds realised from such sale to offset Canada's contribution to the Eligible Expenditures;
- (b) turning it over to another organization or to an individual designated or approved by Canada; or



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- (c) disposing of it in such other manner as may be determined by Canada.

24.3 Where Canada elects to exercise its right under section 24.2, the Recipient agrees to comply with the related direction provided by Canada.

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

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

but does not include land or buildings purchased or leased by the Recipient in connection with the implementation of the Project.

**25.0 INTELLECTUAL PROPERTY**

25.1 Where in the course of carrying out the Project, the Recipient produces any work using funds provided by Canada, the copyright in the work shall vest in the Recipient. However, the Recipient hereby grants to Canada 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 Recipient, any such work which is produced by the Recipient.

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

- (a) the right to sub-license the use of the work to any contractor engaged by Canada solely for the purpose of performing contracts with Canada; and
- (b) the right to distribute the work outside the Department of Employment and Social Development as long as the distribution does not undermine any commercial use of the work intended by the Recipient.

25.3 The Recipient agrees to execute any acknowledgements, agreements, assurances or other documents deemed necessary by Canada to establish or confirm the license granted under section 25.1.

25.4 Additionally, with respect to any work licensed under section 25.1, the Recipient:

- (a) warrants that the work shall not infringe on the copyrights of others;
- (b) agrees to indemnify and save harmless 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, on any work which is produced by it with funds contributed by Canada under this Agreement, acknowledging that the work was produced with funds contributed by Canada and identifying the Recipient as being solely responsible for the content of such work.

25.5 The Recipient shall include in the final report for the Project, that the Recipient is required to submit to Canada under the terms of this Agreement, a copy of any work licensed under section 25.1.

**26.0 NOTICES**

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

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

**27.0 DISPUTE RESOLUTION**



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

**28.0 ASSIGNMENT OF THE AGREEMENT**

28.1 The Recipient shall not assign this Agreement or any part thereof without the prior written consent of Canada.

**29.0 SUCCESSORS AND ASSIGNS**

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

**30.0 COMPLIANCE WITH LAWS**

30.1 The Recipient shall carry out the Project in compliance with all applicable federal, provincial and municipal laws, by-laws and regulations, including any environmental legislation and legislation related to protection of information and privacy. The Recipient shall obtain, prior to the commencement of the Project, all permits, licenses, consents and other authorizations that are necessary to the carrying out of the Project.

**31.0 APPLICABLE LAW**

31.1 This Agreement shall be governed by and construed in accordance with the applicable laws of the province or territory where the Project will be performed or, if the Project is to be carried out in more than one province or territory, of the province or territory where the Recipient has its main place of business.

**32.0 AMENDMENT**

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

**33.0 UNINCORPORATED ASSOCIATION**

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

**34.0 COUNTERPARTS**

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



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**SIGNATURES**

Signed this \_\_\_\_\_ Day of \_\_\_\_\_,

**For the Recipient, by the following authorized officer(s):**

\_\_\_\_\_  
(Name, please print)

\_\_\_\_\_  
(Name, please print)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Position)

\_\_\_\_\_  
(Position)

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(Name, please print)

\_\_\_\_\_  
(Name, please print)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Position)

\_\_\_\_\_  
(Position)

\_\_\_\_\_  
(Name, please print)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Position)

And signed this \_\_\_\_\_ day of \_\_\_\_\_,

**For Canada, by the following authorized officer:**

\_\_\_\_\_  
(Name, please print)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Position)



|                        |                       |
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|                        | Amendment #:<br>0     |

**SCHEDULE A**

**PROJECT DESCRIPTION**

|   |                         |  |
|---|-------------------------|--|
| <b>NAME OF RECIPIENT</b><br>Corporation of the City of London   |                         |  |
| <b>PROJECT TITLE</b><br>Counting Our Way Home London 2018   |                         |  |
| <b>Recipient</b>  |                         | <b>Canada</b>  |
| Complete Mailing Address:   |                         | Complete Mailing Address:                                |
| 355 Wellington Street<br>2nd Floor, Suite 248<br>London<br>Ontario<br>N6A3N7  |                         | 140 Promenade du Portage<br>Gatineau<br>Quebec<br>J8X4B6 |
| <b>Primary Contact</b> Jan Richardson   |                         | <b>Primary Contact</b> Nicole Handy-Plamondon            |
| Telephone Number (519) 661-2500 ext. 5228   |                         | Telephone Number (819) 654-2465                          |
| Fax Number (519) 661-5793   |                         | Fax Number   |
| Email Address<br>jricharson@london.ca   |                         | Email Address<br>nicole.handyplamondon@hrsdc-rhdcc.gc.ca |
| <b>Secondary Contact</b>  |                         | <b>Secondary Contact</b> ADAM ANDERSON                   |
| Telephone Number  |                         | Telephone Number (819) 624-7645                          |
| Fax Number  |                         | Fax Number (819) 934-5309                                |
| Email Address   |                         | Email Address<br>adam.anderson@hrsdc-rhdcc.gc.ca         |
| <b>Project Start Date</b>   | <b>Project End Date</b> | Total Number of Participants:<br>(If applicable) 0       |
| 2017-12-01  | 2018-06-30              |  |
| yyyy-mm-dd  | yyyy-mm-dd              |  |
| <b>Project Description</b>  |                         |  |
| <b>Objectives</b>   |                         |  |
| <p>For a period of 7 months, from December 1, 2017 to June 30, 2018, the City of London will plan and execute "Counting Our Way Home", the 2018 enumeration event. The event will take place in April 2018 and will include both a PIT Count and a Registry Week. The project will also include an evaluation process in June 2018.</p> <p>Specifically, the project seeks to achieve the following objectives:</p> <ul style="list-style-type: none"> <li>• Build on the 2015, 2016, and 2017 enumeration events to respond to homelessness in the community.</li> <li>• Gather information about individuals and families experiencing homelessness in order to assist with coordinated and integrated supports.</li> <li>• Gain a stronger understanding of homelessness across Canada.</li> </ul> <p>Secondary objectives include:</p> <ul style="list-style-type: none"> <li>• Enumeration of individuals and families in London who are staying in emergency shelters, assessing drop-in centres, outreach programs, medical programs, community services and "sleeping rough".</li> <li>• Jointly use the VI-SPDAT and HPS Core Survey Questions as they survey tool.</li> <li>• Generate demographic data on individuals and families experiencing homelessness.</li> <li>• Compare demographic data to the April 2016 and 2017 PIT counts, to track changes in London's homeless population and measure community progress in solving homelessness.</li> <li>• Use HIFIS to submit aggregate data collected from the HPS Core Survey Questions to ESDC.</li> <li>• Use data to inform resource priorities in fiscal year 2018/2019.</li> <li>• Conduct a joint PIT count and Registry Week event with a focus on identifying individuals and families with high acuity.</li> <li>• Encourage the participation of community members in the PIT count by volunteering or hosting volunteers.</li> <li>• Provide survey volunteers with training to ensure a coordinated approach to conducting surveys, collecting and disseminating data.</li> <li>• Communicate data outcomes of enumeration event with community.</li> </ul> |                         |  |



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- Conduct an evaluation of the 2018 enumeration event to help inform the approach taken for the subsequent enumeration events.
- Improve data collection by providing volunteers with greater opportunity to complete practice surveys, and incorporate a peer-evaluation approach to ensure surveys are completed accurately.
- Create a more accurate "snapshot" of homelessness in London, by surveying at a greater number of sites for more intervals, using a greater number of volunteers, and expanding the enumeration event to a full week in length.

### Activities

The planning and execution of the enumeration event in April 2018 will occur over several months, and will include an Evaluation process in June 2018.

#### December 2017 - January 2018 (Planning)

- Develop Work Plan and Timeline
- Identify previous and potential host sites
- Form a Community Advisory Group
- Send out 'Save the Dates'
- Review previous reports and evaluation
- Learn about improved and new practices

#### January 2018 (Planning)

- Develop host invitation letters for previous and potential enumeration hosts
- Book hosts and integrate into schedule
- Secure Team Leaders
- Develop Survey Plan
- Identify geographic locations & previous/emergent hotspots for outreach
- Develop maps of routes for outreach
- Create list of services for referral

#### External Communications Plan

- Create media contact list
- Draft key messaging for media releases
- Develop media communications timeline
- Draft messaging for City of London website, London Homeless Coalition website, and Homeless Prevention website
- Continuous community outreach to keep community members informed

#### Registry Week HQ and Materials

- Draft and book HQ needs for location, space, access, and equipment
- Determine hours of operation of HQ based on assessment plan
- Review available options and create a short list
- Transport additional equipment to site
- Create signage (welcome sign, directions, areas)

#### February - March 2018 (Planning)

- Complete Volunteer Recruitment Plan
- Create volunteer schedule
- Identify sectors/contacts for volunteer recruitment
- Develop volunteer position descriptions
- Draft volunteer messaging and invitations
- Develop volunteer forms (Volunteer Application, Confidentiality Agreement, Consent Form, Waiver, Photography/Video sign off)
- Develop promotional/communications materials for ongoing volunteer engagement (volunteer poster, - Closer-to-the-date 'Get Ready' poster, Volunteer Q&A sheet)
- Disseminate volunteer and team leader recruitment plan
- Begin volunteer recruitment March 2018 (Development)
- Develop volunteer training plan
- Identify volunteers and team leaders
- Locate and book suitable training space to accommodate volunteers and training needs
- Identify equipment needs
- Draft training agenda and training materials
- Identify potential trainers and recruit
- Send 'save the date' email for volunteers, and book volunteers for training times
- Remind volunteer base of training
- Order refreshments, and other logistics

#### April 2018 (Event Launch)

- Finalize all logistics details
- Send reminder details to volunteers and team leaders



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- Schedule volunteers and team leaders into final shifts
- Print/create all training and enumeration week materials
- Create Team leader packages with all needed materials
- Provide team leader and volunteer training
- Conduct the Enumeration Event
- Ongoing management of team leads and volunteers
- Ongoing coordination of survey collection
- Ongoing support and troubleshooting throughout Enumeration Event
- Collect and evaluate data Results, focusing on data integrity
- Develop Community Report
- Disseminate report to media and community partners
- Report aggregate data to all Orders of Government and CAEH

**May – June 2018 (Evaluation)**

- Conduct an evaluation on the enumeration event and planning processes
- Ensure key learnings are noted and actualized for subsequent enumeration events
- Develop evaluation report
- Develop and release a community report

**Expected Results**

The project will run from December 1, 2017 until June 30, 2018, with four (4) deliverables:

1. A PiT count conducted in April 2018 in the community following the Core Standards as outlined in Everyone Counts: the Guide to Point-in-Time Counts in Canada;
2. January 26, 2018: Interim report submitted to HPS which details methodology, sampling technique, and implementation plan.
3. June 30, 2018: Raw anonymous demographic data entered into the HIFIS PiT count module and submitted to HPS.
4. June 30, 2018: A final report submitted to HPS including brief overview of the findings, best practices and challenges during implementation.

**Communications Plan**

- Create media contact list
- Draft key messaging for media releases.
- Develop media communication timeline
- Draft messaging for City of London website, London Homeless Coalition website, and Homeless Prevention website
- Continuous community outreach to keep community members informed

**Results Measurement Indicators**

- Approved survey tool for the City of London
- Interim report submitted to HPS
- Completion of a PiT count by April 30, 2018
- Community Report of PiT count results and demographic trends

**Signatures**

|                    |                    |                    |
|--------------------|--------------------|--------------------|
| _____<br>RECIPIENT | _____<br>RECIPIENT | _____<br>RECIPIENT |
| _____<br>DATE      | _____<br>DATE      | _____<br>DATE      |
| _____<br>RECIPIENT | _____<br>RECIPIENT | _____<br>CANADA    |
| _____<br>DATE      | _____<br>DATE      | _____<br>DATE      |



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**SCHEDULE B**

**FINANCIAL PROVISIONS**

|  |
|--|
| NAME OF RECIPIENT<br>Corporation of the City of London |
| PROJECT TITLE<br>Counting Our Way Home London 2018     |

**1.0 MAXIMUM CONTRIBUTION OF CANADA**

1.1 The total maximum amount of Canada's contribution towards the Eligible Expenditures of the Project is: \$50,000.

1.2 The maximum amount payable by Canada in each Fiscal Year of the Project Period on account of the contribution is as follows, unless otherwise authorized in writing by Canada:  
\$26,059 in Fiscal Year 2017/2018.

\$23,941 in Fiscal Year 2018/2019.

**2.0 INTEREST EARNED ON CONTRIBUTION**

2.1 If, under section 8.0 of this Schedule, Canada has made payment of its contribution by way of advances, and if the amount of interest earned on the advance payments is in excess of one hundred dollars (\$100), such interest is deemed to be part payment of Canada's contribution and will be taken into account in the calculation of the final payment by Canada, or repayment by the Recipient, as may be appropriate in the circumstances.

**3.0 REPAYMENT REQUIREMENTS**

3.1 In the event payments made to the Recipient exceed the amount to which the Recipient is entitled under this agreement, the amount of the excess is a debt owing to Canada and shall be promptly repaid to Canada upon receipt of notice to do so and within the period specified in the notice. Without limiting the generality of the foregoing, amounts to which the Recipient is not entitled include

- (a) the amount of any expenditures paid for with the contribution which are disallowed or determined to be ineligible, and
- (b) any amount paid in error or any amount paid in excess of the amount of the expenditure actually incurred.

3.2 Interest shall be charged on overdue repayments owing under section 3.1 in accordance with the Interest and Administrative Charges Regulations (SOR/96-188) (the "Regulations") made pursuant to the Financial Administration Act (R.S.C., 1985, c. F-11). Interest is calculated and compounded monthly at the "average bank rate", within the meaning of such expression as contained in the Regulations, plus three per cent (3%) during the period beginning on the due date specified in the notice to repay and ending on the day before the day on which payment is received by Canada.

3.3 The Recipient acknowledges that where an instrument tendered in payment or settlement of an amount due to Canada under section 3.1 is, for any reason, dishonoured, an administrative charge of \$15 is payable by the Recipient to Canada in accordance with the Regulations.

**4.0 OTHER SOURCES OF FUNDING**

4.1 The Recipient declares that it has received or is entitled to receive

(a) the following funding (cash) for the Project from the following sources:

|   |                  |
|---|------------------|
| (i) <u>Regional or Municipal Government</u> | <u>\$ 12,500</u> |
|---|------------------|

(b) goods, services or other non-cash contributions for the Project from the following sources, having the following agreed estimated fair and reasonable monetary value:





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(i) Regional or Municipal Government

\$ 5,000

4.2 The Recipient agrees to inform Canada promptly in writing of any change to the declaration made under section 4.1.

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

4.4 If the amount of Canada's contribution already paid to the Recipient 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 Recipient is not entitled and shall be repaid to Canada in accordance with section 3.0 of this Schedule (Repayment Requirements).

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

## 5.0 PROJECT BUDGET

5.1 The following is the Project Budget:

| COST CATEGORIES      | ESDC          | OTHER SOURCES CASH | OTHER SOURCES IN-KIND | TOTAL         |
|----------------------|---------------|--------------------|-----------------------|---------------|
| a. Staff Wages *     | 5,000         |                    |                       |               |
| b. Project Costs     | 45,000        |                    |                       |               |
| c. Capital Assets    | 0             |                    |                       |               |
| d. Facilities        | 0             |                    |                       |               |
| e. Participant Costs | 0             |                    |                       |               |
| <b>TOTAL</b>         | <b>50,000</b> | <b>12,500</b>      | <b>5,000</b>          | <b>67,500</b> |

### Budget notes:

"Staff Wages" means any wages, mandatory employment related costs (as required by law) or benefits (as required by a collective agreement or company policy) paid by the Recipient to, or on behalf of, an employee of the Recipient working directly on the Project;

"Project Costs" means any expenditure incurred by the Recipient in direct relation to the Project activities that is not covered by any other cost category in the Project Budget;

"Capital Assets" means any expenditure incurred by the Recipient towards the purchase or leasing-to-own of materials subject to the provisions of section 24.0 of the Articles of Agreement;

"Facilities" means any expenditure incurred by the Recipient, in direct relation to a Project activity, towards the purchase of land or a building, construction or renovation of a building, or accomplishing any pre-development activities leading up to any of the latter ends;

"Participant Costs" means any wages, mandatory employment related costs (as required by law) or benefits (as required by a collective agreement or company policy), and any support payments (for travel, emergencies, disability, living expenses, dependent care, materials, etc.), tuition fees, or program participation or completion bonuses paid by the Recipient to, or on behalf of, Project Participants;

## 6.0 BUDGET FLEXIBILITY



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

6.2 The Recipient must obtain Canada's written approval prior to making an adjustment to the Project Budget that:

- (a) increases the subtotal amount budgeted for
  - (i) any cost category identified with an asterisk (\*) by any amount, or
  - (ii) any other cost category by more than 10%;

or

- (b) decreases the subtotal amount budgeted for
  - (i) any participant-related cost category by any amount, or
  - (ii) any other cost category by more than 10%.

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

## 7.0 CONDITIONS GOVERNING THE ELIGIBILITY OF EXPENDITURES

7.1 The expenditures set out in the Project Budget above are subject to the following conditions:

- (a) expenditures must, subject to section 7.2, be incurred during the Project Period;
- (b) expenditures must, in the opinion of Canada, be reasonable;
- (c) the portion of the cost of any travel, meals and accommodation costs that exceeds the rates for public servants set out in the National Joint Council of Canada's Travel Directive is not eligible for reimbursement;
- (d) the portion of hospitality costs that exceed the rates set out in the Directive on Travel, Hospitality, Conference and Event Expenditures, Appendix 2 of Canada's Treasury Board is not eligible for reimbursement;
- (e) the portion of the cost of any goods and services purchased by the Recipient for which the Recipient 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; and
- (h) the cost of alcoholic beverages are not eligible for reimbursement.

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

## 8.0 TERMS OF PAYMENT

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



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

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

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

(3) For the purposes of this Schedule,

**“progress payments”** means payments to reimburse the Recipient for Eligible Expenditures after they have been incurred,

**“monthly period”** means a calendar month that falls within the Project Period or, if the calendar month falls only partially within the Project Period, such portion thereof, and

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

8.3 (1) Where Canada makes payments of its contribution to the Recipient by way of advances,

- (a) each advance shall cover the Recipient's estimated financial requirements for each Payment Period. Such estimate shall be based upon a Forecast of Project Expenditures that, in the opinion of Canada, 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 Recipient during the Payment Period, Canada reserves the right to deduct the excess amount from any subsequent advance payment to be made under this Agreement.

(2) Where Canada makes payments of its contribution to the Recipient by way of progress payments, each progress payment shall cover the Recipient's actual Eligible Expenditures incurred during the Payment Period as approved by Canada following submission by the Recipient of the financial claim referred to in section 8.4 (1).

8.4 (1) Following the end of each Payment Period of the Agreement, the Recipient shall provide Canada with a financial claim using a form provided by Canada and signed/certified as true and accurate by an authorized official (or officials) of the Recipient. The financial claim shall contain:

- (a) a summary breakdown, per cost category in the Project Budget, of Eligible Expenditures incurred during the Payment Period;
- (b) an updated Forecast of Project Expenditures, if requested by the program;
- (c) an activity report describing the work completed on the Project during the Payment Period; and
- (d) any supporting documentation relative to the financial claim that may be requested by Canada (e.g. a copy of the general ledger).

(2) The Recipient shall submit the financial claim required under subsection (1) no later than,

- (a) if the Payment Period is monthly, **fifteen (15) days** following the Payment Period; and
- (b) if the Payment Period is quarterly, **thirty (30) days** following the Payment Period.



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**8.5 (1) Canada may withhold any advance payment due to the Recipient under this Agreement**

- (a) if the Recipient has failed to submit when due
  - (i) a financial claim under section 8.4 (1); or
  - (ii) any other document required by Canada under this Agreement; or
- (b) pending the completion of an audit of the Recipient's books and records, should Canada decide to undertake such an audit.

**(2) Canada may also withhold any progress payment due to the Recipient under this Agreement**

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

**8.6 Canada may retain a holdback of an amount up to 10% of its maximum contribution at the end of the Project Period pending**

- (a) receipt and verification by Canada of a final financial claim for the last Payment Period where advances have been made,
- (b) receipt and acceptance by Canada of the final report for the Project that the Recipient is required to submit to Canada under the terms of this Agreement, and
- (c) receipt of any other Project-related record that may be required by Canada.

|                   |           |           |
|-------------------|-----------|-----------|
| <b>Signatures</b> |           |           |
|                   |           |           |
| RECIPIENT         | RECIPIENT | RECIPIENT |
| DATE              | DATE      | DATE      |
|                   |           |           |
| RECIPIENT         | RECIPIENT | CANADA    |
| DATE              | DATE      | DATE      |