

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON JANUARY 23, 2018
FROM:	SANDRA DATARS BERE MANAGING DIRECTOR HOUSING, SOCIAL SERVICES AND DEARNESS HOME
SUBJECT:	COST APPORTIONMENT AGREEMENTS FOR LAND AMBULANCE, ONTARIO WORKS, HOUSING SERVICES AND CHILD CARE

RECOMMENDATION

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, with the concurrence of the Managing Director, Neighbourhood, Children and Fire Services and the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to the cost apportionment agreements between the Corporation of the City of London and Corporation of the County of Middlesex:

- (a) the attached proposed by-law (Appendix "A") **BE INTRODUCED** at the Municipal Council meeting on January 30, 2018 to authorize and approve the Land Ambulance Services Cost Apportionment Agreement (Schedule "A") between The Corporation of the City of London and The Corporation of the County of Middlesex;
- (b) the attached proposed by-law (Appendix "B") **BE INTRODUCED** at the Municipal Council meeting on January 30, 2018 to authorize and approve the Ontario Works Services Cost Apportionment and Agency Agreement (Schedule "B") between The Corporation of the City of London and The Corporation of the County of Middlesex;
- (c) the attached proposed by-law (Appendix "C") **BE INTRODUCED** at the Municipal Council meeting on January 30, 2018 to authorize and approve the Housing Services Cost Apportionment and CHPI Agency Agreement (Schedule "C") between The Corporation of the City of London and The Corporation of the County of Middlesex;
- (d) the attached proposed by-law (Appendix "D") **BE INTRODUCED** at the Municipal Council meeting on January 30, 2018 to authorize and approve the Child Care Services Cost Apportionment and Agency Agreement (Schedule "D") between The Corporation of the City of London and The Corporation of the County of Middlesex; and
- (e) the Mayor and Clerk **BE AUTHORIZED** to execute the agreements in (a), (b), (c), and (d) above.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

None

PURPOSE

The purpose of this report is to seek approval of the cost apportionment agreements between The Corporation of the City of London (the "City") and The Corporation of the County of Middlesex (the "County") governing the apportionment of the costs of delivering Ontario Works, Child Care, Housing Services and Land Ambulance services within the City of London and County of Middlesex. The Ontario Works, Child Care and Housing Services agreements also formalize the County's role as agent for the City for the delivery of Ontario Works, Child Care, and the Community Homelessness Prevention Initiative ("CHPI"), for the geographic area of the County of Middlesex, excluding the geographic area of the City of London.

These services are key contributors to Council's 2015-2019 Strategic Plan under the "Strengthening our Community" strategic area of focus.

BACKGROUND

In 1997, the provincial government undertook the Local Services Realignment exercise that resulted in the “downloading” of various services, including social housing, social assistance, child care and land ambulance services, from the province to municipalities. The City of London is designated as the Consolidated Municipal Service Manager (CMSM) by legislation for Ontario Works (under the *Ontario Works Act, 1997*), Child Care (under the *Child Care and Early Years Act, 2014*) and Housing Services (under the *Housing Services Act, 2011*), and is responsible for the delivery of these services within the City of London and the County of Middlesex. The County of Middlesex is designated as the service manager for Land Ambulance under the *Ambulance Act*, and is responsible for the delivery of these services within the City and the County.

The applicable legislation does not prescribe the formula by which the costs of delivering these services are to be apportioned between the municipalities within a geographic service delivery area. The City of London and County of Middlesex have traditionally entered into cost apportionment agreements prescribing the formulae under which the cost of service delivery is apportioned between the two municipalities. The most recent agreements came into effect January 1, 2013 and expired on December 31, 2017. These agreements prescribed the following formulae for apportionment of the costs of these services:

Agreement	Cost Apportionment Methodology
Land Ambulance	85% based on respective weighted assessment ¹ of the two municipalities, 15% based on geographic location of calls for service in relation to total calls for service.
Ontario Works	Each municipality is responsible for their respective program and administration costs incurred, with provincial funding allocated proportionately between the two municipalities based on caseload.
Housing Services ²	70% based on respective weighted assessment of the two municipalities, 30% based on geographic location of housing units in relation to total housing units.
Child Care	Each municipality is responsible for their respective costs incurred, with provincial funding allocations adjusted annually based on the overall change in the total provincial funding envelope provided to the CMSM.

The following table provides a brief summary of the City’s 2018 budgeted net share of the respective services:

2018 Budget (\$000’s) (Cost-Shared Portion Only)	Land Ambulance	Ontario Works	Housing Services	Child Care
Gross Expenditures	\$35,185	\$162,558	\$37,072	\$37,411 ³
Net Municipal Portion	\$17,438	\$18,507	\$29,280	\$5,776
City’s Share of Municipal Portion	\$14,728	\$17,824	\$25,050	\$5,552
City’s Net Share %	84.5%	96.3%	85.6%	96.1%

NOTE: CHPI is 100% provincially funded. The total 2018/19 provincial funding allocation is \$10,725,290, of which \$113,896 will be allocated to the County.

The cost apportionment agreements for Ontario Works and Child Care also include provisions that designate the County as the agent for the City in the delivery of these services within the geographic area of the County of Middlesex excluding the City of London.

All four cost apportionment agreements include a mechanism for administrative oversight through a Management Oversight Committee (MOC) which is to include representation from both municipalities. However, the MOC’s are not delivery agents and have no decision-making authority. This authority remains with the municipality that has been designated as the service manager.

¹ Weighted assessment is generally defined as the taxable assessment of a property multiplied by the tax ratio of that property class, aggregated for all properties in the municipality. Weighted assessment has historically been used as a common cost apportionment mechanism as an indicator of a municipality’s ability to pay.

² The most recent Housing Cost Apportionment Agreement does not address homeless prevention/CHPI. The current informal apportionment methodology for CHPI is consistent with the approach proposed in the updated agreement.

³ 2018 general operating funding component only; excludes 100% provincially funded initiatives.

DISCUSSION

Through the course of the term of the most recent agreements, the respective administrations of both municipalities have generally found the cost apportionment methodologies to be equitable and the agency arrangements to effectively support service delivery. As such, no substantial changes to the cost apportionment methodologies and agency arrangements are proposed for the new agreements. The changes to the agreements are generally “housekeeping” in nature to reflect current practices and terminology, update legislative references, and provide greater clarity. The notable revisions to the agreements are outlined below:

All Agreements:

- The proposed term of the agreements is 8 years, covering 2018 to 2025. This duration reduces the administrative burden associated with an additional renegotiation cycle. It should be noted that the agreements contain dispute resolution processes and provisions that address the review of cost apportionment methodologies should legislative or funding model changes warrant such review.
- Legislative references were updated as required.
- Wording was revised to ensure consistency amongst all four agreements.

Land Ambulance:

- No substantial changes proposed other than those outlined above.

Ontario Works:

- No substantial changes proposed other than those outlined above.

Housing Services and CHPI:

- The agreement formalizes the cost apportionment methodology and agency relationship for the CHPI component of Homeless Prevention. The County currently acts as an agent for the City for the delivery of CHPI programs and services in the geographic area of the County of Middlesex, excluding the City of London. This existing relationship has been formalized in the updated agreement.
- The agreement proposes that both the County and the City will be responsible for their respective costs incurred in the delivery of CHPI. The County shall receive a CHPI funding allocation of \$113,896 in 2018/19 (representing the County’s 2017/18 allocation plus a proportionate share of known 2018/19 funding increases), which shall be adjusted annually proportionate to the overall increase or decrease in provincial CHPI funding provided to the City as service manager. The City may also provide an additional allotment to the County in any given year, subject to mutual agreement of both parties. This is consistent with the informal funding apportionment process currently utilized by the County and City.
- CHPI matters have been added to the scope of the MOC for Housing Services.

Child Care:

- Both the County and City will continue to be responsible for their respective costs incurred in the delivery of child care services and related programs in their respective geographic areas.
- As a number of new, time-limited provincial funding programs for child care and early years services have recently been announced, the apportionment of provincial funding has been split into two categories: ongoing, and one-time/time-limited.
- For components of the provincial funding envelope that are not one-time or time-limited, the County’s 2018 funding allocation will be based on their 2017 allocation, adjusted for any increase or decrease in total 2018 provincial funding for these components. This allocation will be further adjusted annually thereafter to reflect the County’s proportionate share of any increase or decrease in the total funding envelope provided to the City as service manager.
- For components of the provincial funding envelope that are one-time or time-limited (such as capital/building projects for example), the portion of the provincial funding allocated to the County shall be determined by the City as service manager considering child care service needs in the County and City but, ultimately, by prioritization of all competing child care service needs in the overall service delivery area given the funding constraints. The City will consult with the County concerning the prioritization of all capital, building, and other one-time or time-limited funding requests.

FINANCIAL IMPLICATIONS

The approved 2016-2019 Multi Year Budgets for the services covered by the cost apportionment agreements were based on the cost apportionment methodologies in the agreements that expired on December 31, 2017. As the cost apportionment methodologies are not proposed to substantially change in the new agreements, there is not anticipated to be any impact on the City's budgeted net share of the cost of the Land Ambulance, Ontario Works, Housing, Homeless Prevention and Child Care services as a result of the approval of these agreements.

CONCLUSION

The City of London and County of Middlesex have enjoyed a long and successful partnership, including strong collaboration on the delivery of Land Ambulance, Ontario Works, Housing Services and Child Care Services throughout the City of London and County of Middlesex. The cost apportionment agreements for these services formalize the methodology by which the costs and funding for these services are split between the two municipalities, and also outlines the unique agency relationship that exists between the parties in the delivery of Ontario Works, Child Care and Homeless Prevention (CHPI) services.

Approval of the agreements accompanying this report will enable this partnership to continue for the next 8 years, while also clarifying current practices and reflecting minor "housekeeping" revisions in the agreements. Since the fundamental cost apportionment methodologies are not proposed to change, there is not expected to be an impact on the City's approved 2018 and 2019 net budgets.

PREPARED BY:	RECOMMENDED BY:
KYLE MURRAY SENIOR FINANCIAL BUSINESS ADMINISTRATOR	SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME
CONCURRED BY:	CONCURRED BY:
LYNNE LIVINGSTONE MANAGING DIRECTOR, NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES	ANNA LISA BARBON MANAGING DIRECTOR, CORPORATE SERVICES AND CITY TREASURER, CHIEF FINANCIAL OFFICER

c. Martin Hayward, City Manager

APPENDIX "A"

Bill No.

By-law No.

A by-law to authorize and approve a Land Ambulance Services Cost Apportionment Agreement between The Corporation of the County of Middlesex and The Corporation of the City of London and to authorize the Mayor and the City Clerk to execute the Agreement.

WHEREAS pursuant to section 6.7(1) of the *Ambulance Act*, R.S.O., c. A.19 (the "Act"), the Province of Ontario designated The Corporation of the County of Middlesex (the "County") by Ministerial Order on January 5, 2000 as the delivery agent for land ambulance services in the geographic area of City of London (the "City") and the County;

AND WHEREAS section 6.9(2) of the Act provides that if a designated area consists of two or more local or upper-tier municipalities, all costs associated with the provision of land ambulance services in the designated area shall be apportioned among the municipalities and paid by the municipalities to the delivery agent in accordance with the regulations;

AND WHEREAS pursuant to section 10(1) of Part III of Ontario Regulation 129/99 made under the Act, permits the County and the City to enter into an agreement apportioning between themselves the costs associated with the delivery of land ambulance services in the designated area;

AND WHEREAS the City desires to enter into an agreement with the County for the apportionment of land ambulance costs as between the City and the County;

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

1. The Land Ambulance Services Cost Apportionment Agreement substantially in the form attached as Schedule "A" to this by-law, is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Agreement authorized and approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the date it is passed.

PASSED in Open Council on January 30, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – January 30, 2018
Second Reading – January 30, 2018
Third Reading – January 30, 2018

SCHEDULE "A"

**LAND AMBULANCE SERVICES
COST APPORTIONMENT AGREEMENT**

AGREEMENT effective this 1st day of January, 2018.

B E T W E E N:

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

OF THE FIRST PART

- and -

THE CORPORATION OF THE COUNTY OF MIDDLESEX
(hereinafter called the "**County**")

OF THE SECOND PART

WHEREAS pursuant to section 6.7(1) of the *Ambulance Act*, R.S.O., c. A.19 (the "**Act**"), the Province of Ontario designated the County by Ministerial Order on January 5, 2000 as the delivery agent for land ambulance services in the geographic area of City of London and the County of Middlesex (the "**Service Delivery Area**");

AND WHEREAS section 6.9(2) of the Act provides that if a designated area consists of two or more local or upper-tier municipalities, all costs associated with the provision of land ambulance services in the designated area shall be apportioned among the municipalities and paid by the municipalities to the delivery agent in accordance with the regulations;

AND WHEREAS section 10(1) of Part III of Ontario Regulation 129/99 made under the Act permits the County and the City to enter into an agreement apportioning between themselves the costs associated with the delivery of land ambulance services in the designated area;

AND WHEREAS the County and the City entered into an agreement on January 1, 2013 for the apportionment of costs for the delivery of land ambulance services in the Service Delivery Area and that such agreement expires on December 31, 2017 (the "**2013 Agreement**");

AND WHEREAS the Parties wish to enter into an agreement to apportion costs for the provision of land ambulance services in the designated area commencing from January 1, 2018 for a period of eight years;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of the covenants and undertakings contained herein and the provision of other good and valuable consideration by each Party to the other, the receipt and sufficiency of which is hereby acknowledged, the County and the City (hereinafter, collectively referred to as the "**Parties**") do hereby mutually covenant and agree as follows:

Recitals

1. The above recitals are true and are hereby incorporated into this Agreement by reference.

Definitions

2. In this Agreement, in addition to terms defined elsewhere in this Agreement, the following terms have the following meanings:
 - a. "**Actual Costs Basis**" means annual calculations of Costs to be apportioned as more fully described in paragraph 6 of this Agreement;
 - b. "**Actual Cost**" means the annual Costs incurred by the County represented by the Location of the Call;
 - c. "**Agreement**" means this Agreement;
 - d. "**Business Day**" means any day excluding a Saturday, Sunday or statutory holiday in the Province of Ontario;
 - e. "**Call** or **Calls**" means the request for the dispatch of the provision of Land Ambulance Services;

- f. **"City Manager"** means the person appointed by the City to the position of the City Manager of the City or the person appointed by the City to any other title or position which will require such person to perform the same duties or functions as performed by the City Manager;
- g. **"Communication"** means any notice, demand, request, consent, approval or other communication which is required or permitted by this Agreement to be given or made by a Party;
- h. **"Cost" or "Costs"** means all costs as prescribed by the Act and the regulations net of any Provincial Payment;
- i. **"County Administrator"** means the person appointed by the County to the position of the Chief Administrative Officer of the County or the person appointed by the County who is appointed to any other title or position which will require such person to perform the same duties or functions as performed by the Chief Administrative Officer;
- j. **"Deemed Arbitration Date"** means December 31, 2025;
- k. **"Land Ambulance Service"** means a service that is held out to the public as available for the conveyance of persons by ambulance by land;
- l. **"Land Ambulance Services"** means any services and responsibilities provided under the authority of Ontario Regulation 257/00 by an Ambulance Service in connection with the transportation of persons by land, which includes but is not limited to:
 - i. Managing the land ambulance service within the Service Delivery Area;
 - ii. being accountable to the Province and local taxpayers for the management of the Land Ambulance Services in accordance with the policies and standards established by the Province and the Municipal Service Manager;
 - iii. administering cost sharing agreements with the Province of Ontario for the provision of Land Ambulance Services;
 - iv. determining in accordance with Provincial policies, the most effective approaches to delivering Land Ambulance Services in the Service Delivery Area; and
 - v. taking advantage of opportunities to rationalize Land Ambulance Service delivery where it is cost effective and consistent with Provincial policies to do so.
- m. **"Location of Call"** means the municipal address to which the Land Ambulance Services is dispatched in order to provide Land Ambulance Services, that location being either within the geographic area of the County of Middlesex or within the geographic area of the City of London;
- n. **"Negotiation Period"** means that period of January 1, 2025 to December 31, 2025;
- o. **"Parties"** means the County and the City collectively and **"Party"** means one of them ;
- p. **"Property class or subclass"** means property class or subclass as defined in the *Assessment Act*, R.S.O. 1990, c. A.31, as amended;
- q. **"Province" or "Provincial"** means the Province of Ontario;
- r. **"Provincial Payment"** means the amount paid by the Province to the County as delivery agent as determined in accordance with the Act and the regulations for the Province's share of the County's Costs incurred under the Act;
- s. **"Tax Ratio"** means tax ratio as defined in section 308 of the *Municipal Act, 2001*;
- t. **"Total Weighted Assessment"** means the sum of all the Weighted Assessments of all the property classes for each of the City or the County as the case may be;
- u. **"Weighted Assessment"** means:
 - i. with respect to property that is in a sub-class to which section 313 of the *Municipal Act, 2001* applies, the taxable assessment for the property, as reduced by the percentage reduction that applies to the tax rate for properties of that sub- class under section 313 of the *Municipal Act, 2001* and multiplied by the Tax Ratio of the property class that the property is in, and

- ii. in all other cases, the taxable assessment for a property multiplied by the Tax Ratio of the property class that the property is in;
- v. **"Weighted Assessment Basis"** means the annual calculation of Costs to be apportioned as more fully described in paragraph 5 in this Agreement.

Term

- 3. This Agreement shall commence on the 1st day of January, 2018 and shall expire on December 31, 2025.

Apportionment of Cost of Land Ambulance Services

- 4. For the term of this Agreement, the Parties agree that the Costs of Land Ambulance Services shall be apportioned between the County and the City on the basis that eighty-five percent (85%) of Costs shall be apportioned on a Weighted Assessment Basis and that fifteen percent (15%) of Costs shall be apportioned on an Actual Costs Basis.
- 5. Where the portion of the Costs of Land Ambulance Services described in this Agreement are to be apportioned as between the City and the County on a Weighted Assessment Basis, the Parties agree that the apportionment shall be determined by the following formula:

$$A = B \times (C/D) \times 85\%$$

where,

A = the amount to be apportioned to the City

B = the total of the Costs of Land Ambulance Services

C = the Total Weighted Assessments for all of the properties within the geographic area of the City of London

D = the Total Weighted Assessments for all of the properties in the Service Delivery Area.

- 6. Where the portion of the Costs of Land Ambulance Services described in this Agreement are to be apportioned as between the County and the City based on an Actual Costs Basis, the parties agree that the apportionment shall be determined on a pro rata basis by the following formula:

$$A = B \times (C/D) \times 15\%$$

where,

A = the amount to be apportioned to the City

B = the Total of the Costs of Land Ambulance Services

C = the number of Calls located within the geographic area of the City excluding the geographic area of the County of Middlesex

D = the total number of Calls within the Service Delivery Area.

- 7. The net obligation owing to either the County or the City as a result of the apportionment set forth in this Agreement shall be computed and remitted in arrears on a quarterly basis.
- 8. An annual adjustment to the apportionment of Costs of Land Ambulance Services shall be made to reflect any and all potential changes to Weighted Assessment and the Location of Calls. The said annual adjustment shall be made within the month of July of each year of this Agreement. Any necessary reconciliation payments shall be paid in the second quarter.

Administrative Oversight

- 9. The County and the City hereby establish an administrative joint management body for the sole purpose of providing administrative review of Land Ambulance Services in the Service Delivery Area, which shall hereinafter be referred to as the Management Oversight Committee (the **"MOC"**). The MOC is not a decision-making body or a delivery agent as designated by the Act. The MOC shall be composed of the following persons:
 - a. the County Administrator (or delegate);
 - b. the City Manager (or delegate);
 - c. the Base Hospital Medical Director (or delegate);

- d. up to (3) representatives from the County; and
- e. up to (3) representatives from the City.

10. The MOC shall:

- a. establish its own procedures and meeting schedules during the term of this Agreement;
- b. review issues relating to the delivery of Land Ambulance Services including:
 - i. reviewing operating funding and funding for extraordinary expenses;
 - ii. reviewing Provincial standards and requirements; and
 - iii. reviewing administrative policies;
- c. report, if necessary and as required, to the County Administrator and the City Manager details and particulars in relation to the administration of Land Ambulance Services;
- d. exchange information relevant to the administration of the delivery of Land Ambulance Services, as requested by either Party from time to time; and
- e. report to the respective Councils for both the City and the County from time to time as considered by either Party to be appropriate or necessary.

Dispute Resolution other than Costs Apportionment

11. During the term of this Agreement, in the event that a dispute arises in connection with the administration of this Agreement, the Parties agree that:

- a. the dispute shall be referred in writing by the party raising the dispute to the MOC where both the Parties agree to negotiate in good faith for resolution to the dispute;
- b. if the dispute is not settled by the Parties at the MOC, the dispute shall be referred to the City/County Liaison Committee ("**CCLC**") for its consideration of the dispute and possible recommendation of a resolution to the Municipal Council of the City and County Council of the County;
- c. if the CCLC are unable to make a recommendation to the Municipal Council of the City and the County Council of the County, the dispute shall be referred to arbitration conducted in accordance with the provisions of the the *Arbitration Act, 1991*, S.O. 1991 c 17, as amended or replaced ("**Arbitration Act**"). The decision arrived at by the arbitrator shall be final and binding and no appeal shall lie therefrom except on a question of law as set out in the Arbitration Act as set out in section 16(h) herein.

Amendment of Agreement

12. The Parties agree that this Agreement shall not be amended or altered without the consent of both Parties in writing as authorized by the Municipal Council for the City and the County Council for the County.

13. If either the City or the County is in good faith delayed or hindered in or prevented from performance of this Agreement by virtue of a change in provincial legislation, regulations or a change in provincial policy, then performance of this Agreement shall be excused for the period of time that the change in legislation, regulations or policy render it impossible to comply with the terms, covenants or provisions of this Agreement.

Negotiation of Costs Apportionment Agreement prior to Arbitration

14. Subject to the provisions of any applicable Provincial legislation the Parties will negotiate a costs apportionment agreement prior to the Deemed Arbitration Date, pursuant to this section.

15. During the Negotiation Period the Parties shall negotiate in good faith a further agreement for the apportionment of costs of Land Ambulance Services as follows:

- a. Between January 1, 2025 and March 31, 2025 the County Administrator and the City Administrator shall report to the CCLC for its consideration of any issues related to the renewal of this Agreement or the apportionment of the Costs of Land Ambulance Services and the CCLC shall forthwith report to the County Council and Municipal Council accordingly;
- b. In the event a renewed Land Ambulance Services Cost Sharing Agreement is not approved by the respective Councils of both Parties prior to April 1, 2025, the Parties shall attempt to negotiate a Land Ambulance Services Cost Apportionment Agreement through without

prejudice negotiations conducted by the respective Administrations of the Parties, subject to approval of a renewed Land Ambulance Services Cost Apportionment Agreement by each of the respective Councils of the County and the City;

- c. In the event that the aforementioned negotiations do not lead to Council resolutions from each of the County and the City approving a Land Ambulance Cost Apportionment Agreement by June 1, 2025, the Parties shall agree to a mediation, the mediator to be appointed by the Parties by July 1, 2025 and the entire mediation to be completed by November 1, 2025;
- d. In the event that the above-noted mediation is conducted but does not lead to Council resolutions from the County and the City approving a Land Ambulance Services Cost Apportionment Agreement by December 31, 2025, the Parties shall thereafter continue with the arbitration process.

Arbitration

16. If the Parties are unable to resolve the issue of apportionment of costs for Land Ambulance Services at a mediation, the Parties agree that an arbitration is governed by the Arbitration Act and subject to the following:

- a. The Parties may jointly appoint a single arbitrator on or after the day the arbitration is commenced;
- b. If the Parties are entitled to appoint an arbitrator jointly but have not done so, the Ontario Superior Court of Justice may make the appointment on a party's application under section 10 of the Arbitration Act;
- c. The arbitrator shall make a final award that disposes of the issue, within three months after being appointed;
- d. The Parties agree not to seek an order from the court to extend the date by which the arbitrator shall make his award, despite section 39 of the Arbitration Act. However, the said date may be extended by mutual agreement between the Parties;
- e. The final award shall apportion among the Parties the costs associated with the provision of land ambulance services in the designated area;
- f. The arbitration shall not deal with costs associated with the provision of Land Ambulance Services incurred before the designation date;
- g. The final award may be effective with respect to a period before it is made and, in that case, shall provide for a monetary reconciliation among the Parties;
- h. A Party may appeal the final award to the Ontario Superior Court of Justice only on a question of law, with leave, which the court shall grant only if it is satisfied that the conditions in clauses 45(1) (a) and (b) of the Arbitration Act are met. No appeal lies on a question of fact or of mixed law and fact;
- i. The arbitrator shall provide a copy of the final award to the Minister forthwith after it is made;
- j. At any time during the arbitration, the Parties may enter into an agreement that includes an agreement apportioning the costs of the arbitration among the Parties, in which case the arbitration terminates;
- k. The Parties may, at any time, amend the final award by agreement or replace the award with an agreement; and
- l. The Parties shall bear their own costs in connection with this arbitration process.

17. The Parties agree and acknowledge that an arbitration for the determination of the apportionment of the costs associated with the provision of Land Ambulance Services may be consolidated with one or more arbitrations commenced by either party for the determination of the apportionment of costs for housing services, child care and/or Ontario Works services, or such other consolidated management service as the Parties may agree.

Notices

18. Any Communication shall be in writing and may be delivered:

- a. personally or by courier;

- b. by prepaid registered mail; or
- c. by facsimile; or
- d. by e-mail or equivalent electronic means of transmission, if a hard copy of the Communication is delivered by one of the three methods of delivery referred to above.

19. Any Communication shall be delivered to the persons and addresses as follows:

To the County at:

The Corporation of the County of Middlesex
Administration Offices
399 Ridout Street North
London, Ontario N6A 2P1
Attention: Chief Administrative Officer
Tel. No.: (519) 434-7321
Facsimile No.: (519) 434-0638
E-mail: such e-mail address provided by the CAO of the County to the City

With a copy to:

The Corporation of the County of Middlesex
Administration Offices
399 Ridout Street North
London, Ontario N6A 2P1
Attention: County Clerk
Tel. No.: (519) 434-7321
Facsimile No.: (519) 434-0638
E-mail: such e-mail address provided by the County Clerk to the City

To the City at:

The Corporation of the City of London
300 Dufferin Ave, P.O. Box 5035
London, Ontario N6A 4L9
Attention: City Manager
Tel. No.: 519-661-2489
Facsimile No.: 519-661-5392
E-mail: such e-mail address provided by the City Manager to the County

With a copy to:

The Corporation of the City of London
300 Dufferin Ave, P.O. Box 5035
London, Ontario N6A 4L9
Attention: City Clerk
Tel. No.: 519 661-2489
Facsimile No.: 519 661-4892
E-mail: such e-mail address provided by the City Clerk to the County

or to any other address as any Party may at any time advise the other by Communication given or made in accordance with this section.

20. Any Communication delivered to the Party to whom it is addressed will be deemed to have been given or made and received on the day it is delivered at that Party's address, provided that if that day is not a Business Day then the Communication will be deemed to have been given or made and received on the next Business Day. Any Communication transmitted by facsimile, e-mail or other functionally equivalent electronic means of transmission will be deemed to have been given or made and received on the day on which it is transmitted; but if the Communication is transmitted on a day which is not a Business Day or after 4pm (local time of the recipient), the Communication will be deemed to have been given or made and received on the next Business Day.

Further Assurances

21. The Parties hereto at all times warrant that they shall do, execute, acknowledge, deliver and/or cause to be done such other acts, agreements and other documents as may be reasonably required or desirable to give effect to the terms of this Agreement.

Amendment and Waiver

22. No amendment, discharge, modification, restatement, supplement, termination or waiver of this

Agreement or any section of this Agreement is binding unless it is in writing and executed by the Parties to be bound. No waiver of, failure to exercise, or delay in exercising, any section of this Agreement constitutes a waiver of any other section (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.

Enurement

23. This Agreement enures to the benefit of and is binding upon the Parties.

Assignment

24. Neither this Agreement nor any right or obligation under this Agreement may be assigned by any Party without the prior written consent of the other Party.

Covenants

25. All obligations contained in this Agreement, even if not expressed to be covenants, shall be deemed to be covenants.

Entire Agreement

26. This Agreement constitutes the entire agreement between the Parties pertaining to Land Ambulance Services and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. The Parties acknowledge that there are no representations, warranties or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement and that no Party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement. Except as amended herein, the terms of this Agreement shall remain in full force and effect.

General Provisions

27. In this Agreement:

- a. words importing the singular only shall include the plural;
- b. words importing the masculine only shall include the female;
- c. words importing a person shall include a corporation; and
- d. all references to any statute, regulation or by-law or any provision thereof includes such statute, regulation or by-law or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor statute, regulation or by-law thereto.

Counterparts

28. This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which will be an original, and those counterparts will together constitute one and the same instrument.

Severability

29. Each section of this Agreement is distinct and severable. If any section of this Agreement, in whole or in part, is or becomes illegal, invalid, void, voidable or unenforceable in any jurisdiction by any court of competent jurisdiction, the illegality, invalidity or unenforceability of that section, in whole or in part, will not affect:

- a. the legality, validity or enforceability of the remaining sections of this Agreement, in whole or in part; or
- b. the legality, validity or enforceability of that section, in whole or in part, in any other jurisdiction.

Governing Law

30. This Agreement is governed by, and is to be construed and interpreted in accordance with the laws of the Province of Ontario.

[ONE (1) ENDORSEMENT PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties have hereunto set their hands and seals this on the date(s) noted below and agree that this Agreement shall be effective on the date set out at the top of page one (1) of this Agreement.

Date: _____

THE CORPORATION OF THE COUNTY OF MIDDLESEX

Warden

Kathleen Bunting, County Clerk

Date: _____

THE CORPORATION OF THE CITY OF LONDON

Matt Brown - Mayor

Cathy Saunders - City Clerk

APPENDIX "B"

Bill No.

By-law No.

A by-law to authorize and approve an Ontario Works Services Cost Apportionment and Agency Agreement between The Corporation of the City of London and The Corporation of the County of Middlesex and to authorize the Mayor and the City Clerk to execute the Agreement.

WHEREAS pursuant to the *Ontario Works Act, 1997*, S.O. 1997, c. 25, Schedule A ("the Act"), and Schedule 1 to Ontario Regulation 136/98, the Province of Ontario designated The Corporation of the City of London (the "City") as the delivery agent for the geographic area of the City and the County of Middlesex (the "County") (the "Service Delivery Area") responsible for delivering Ontario Works Services in the Service Delivery Area;

AND WHEREAS section 53 of the Act provides that if a geographic area contains more than one municipality, the delivery agent's costs incurred under the Act shall be apportioned among the prescribed municipalities in accordance with the regulations;

AND WHEREAS subsection 13.2(1) of Ontario Regulation 135/98 permits municipalities set out in the designation of a geographic area or a proposed geographic area to enter into an agreement under which the prescribed costs payable or to be payable by those municipalities are to be apportioned among them;

AND WHEREAS section 45(1) of the Act permits a delivery agent to enter an agreement with regard to any matter relating to the administration of this Act or the provision of assistance in the delivery agent's geographic area, subject to the restrictions or conditions in the designation as delivery agent;

AND WHEREAS section 45(2) of the Act permits the Council of the County to enter into an agreement with the City as delivery agent and, if it does so, the County has all of the powers and duties of the delivery agent that relate to the subject-matter of the agreement;

AND WHEREAS the City desires to enter into an agreement with the County for the apportionment of costs for delivering Ontario Works Services in the Service Delivery Area;

AND WHEREAS the City desires to enter into an agreement with the County with regard to the provision of assistance in that portion of the Service Delivery Area that comprises the geographic area of the County of Middlesex excluding the geographic area of the City of London;

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

1. The Ontario Works Services Cost Apportionment and Agency Agreement substantially in the form attached as Schedule "B" to this by-law, is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Agreement authorized and approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the date it is passed.

PASSED in Open Council on January 30, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – January 30, 2018
Second Reading – January 30, 2018
Third Reading – January 30, 2018

SCHEDULE "B"

**ONTARIO WORKS SERVICES COST APPORTIONMENT
AND AGENCY AGREEMENT**

AGREEMENT effective this 1st day of January, 2018.

B E T W E E N:

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

OF THE FIRST PART

- and -

THE CORPORATION OF THE COUNTY OF MIDDLESEX
(hereinafter called the "**County**")

OF THE SECOND PART

WHEREAS pursuant to the *Ontario Works Act, 1997*, S.O. 1997, c. 25, Schedule A (the "**Act**"), and Schedule 1 to Ontario Regulation 136/98, the Province of Ontario designated the City as the delivery agent for the geographic area of the City of London and the County of Middlesex (the "Service Delivery Area") responsible for delivering Ontario Works Services in the Service Delivery Area;

AND WHEREAS section 53 of the Act provides that if a geographic area contains more than one municipality, the delivery agent's costs incurred under the Act shall be apportioned among the prescribed municipalities in accordance with the regulations;

AND WHEREAS subsection 13.2(1) of Ontario Regulation 135/98 permits municipalities set out in the designation of a geographic area or a proposed geographic area to enter into an agreement under which the prescribed costs payable or to be payable by those municipalities are to be apportioned among them;

AND WHEREAS section 45(1) of the Act permits a delivery agent to enter an agreement with regard to any matter relating to the administration of this Act or the provision of assistance in the delivery agent's geographic area, subject to the restrictions or conditions in the designation as delivery agent;

AND WHEREAS section 45(2) of the Act permits the Council of the County to enter into an agreement with the City as delivery agent and, if it does so, the County has all of the powers and duties of the delivery agent that relate to the subject-matter of the agreement;

AND WHEREAS the City and the County entered into an agreement dated effective January 1st, 2013 for the apportionment of costs for Ontario Works Services and that such agreement expires on December 31, 2017;

AND WHEREAS the City and the County desire to enter into an agreement for the apportionment of costs for delivering Ontario Works Services in the Service Delivery Area;

AND WHEREAS the City and the County desire to enter into an agreement to delegate to the County, as agent for the City, the delivery of Ontario Works Services in the portion of the Service Delivery Area that comprises the geographic area of the County of Middlesex excluding the geographic area of the City of London;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of the covenants and undertakings contained herein and the provision of other good and valuable consideration by each Party to the other, the receipt and sufficiency of which is hereby acknowledged, **the County** and **the City** (hereinafter, collectively referred to as "the Parties") do hereby mutually covenant and agree as follows:

Recitals

1. The above recitals are true and are hereby incorporated into this Agreement by reference.

Definition

2. In this Agreement, in addition to terms defined elsewhere in this Agreement, the following terms

have the following meanings:

- a. **"Administration Costs"** means the administrative costs, including the costs of staff training, incurred with respect to providing assistance under the Act, except for administrative costs otherwise reimbursed or cost shared by Ontario;
- b. **"Agreement"** means this Agreement;
- c. **"Business Day"** means any day excluding a Saturday, Sunday or statutory holiday in the Province of Ontario;
- d. **"Caseload"** means the total number of claims for Ontario Works Services made to the City or the County, as the case may be, in a calendar year during the term of this Agreement;
- e. **"City Manager"** means the person appointed by the City to the position of City Manager of the City or the person appointed by the City to any other title or position which will require such person to perform the same duties or functions as performed by the City Manager;
- f. **"Communication"** means any notice, demand, request, consent, approval or other communication which is required or permitted by this Agreement to be given or made by a Party;
- g. **"Costs"** means the cost of the delivery of Ontario Works Services and includes the Program Costs and Administration Costs;
- h. **"County Administrator"** means the person appointed by the County to the position of the Chief Administrative Officer of the County of Middlesex or the person appointed by the County who is appointed to any other title or position which will require such person to perform the same duties or functions as performed by the Chief Administrative Officer;
- i. **"Deemed Arbitration Date"** means December 31, 2025;
- j. **"Designated Delivery Agent"** means the City as designated by the Province under the Act and Ontario Regulation 137/99;
- k. **"Negotiation Period"** means that period of January 1, 2025 to December 31, 2025;
- l. **"Ontario Works Services"** means the assistance as described the *Ontario Works Act, 1997*, S.O. 1997, c. 25 , Schedule A, as amended from time to time;
- m. **"Parties"** means the County and the City collectively and **"Party"** means one of them;
- n. **"Program Costs"** means the sum of,
 - I. the cost of assistance provided under the Act, except,
 - i. the cost of assistance under section 8 of Ont. Reg. 135/98, and
 - ii. the cost of employment assistance otherwise reimbursed or cost shared by Ontario, and
 - II. the cost of interim assistance under the Act or under a predecessor of it;
- o. **"Province"** or **"Provincial"** means the Province of Ontario;
- p. **"Provincial Payment"** means the amount paid by the Province to the Designated Delivery Agent as determined in accordance with the regulations for the Province's share of the Costs incurred under the Act.

Term

3. This Agreement shall commence on the 1st day of January, 2018 and shall expire on December 31, 2025.

Apportionment of Costs

4. Program Costs for the delivery of Ontario Works Services shall be apportioned as between the City and the County on a pro rata basis as determined by the estimated Caseload for each calendar year of this Agreement.
5. Administration Costs for the delivery of Ontario Works Services shall be apportioned as between the City and the County on the basis that the City and the County shall be each responsible for the payment of their respective Administration Costs as incurred by either of them.

6. The apportionment of the Costs as set out in paragraph 4 above, shall be calculated and remitted in arrears on a quarterly basis.
7. During the term of this Agreement, an annual reconciliation of the apportionment of the Costs for the previous year shall be made to reflect the actual Caseload incurred by either the City or the County during each calendar year of this Agreement. The Parties further agree that the annual reconciliation shall be made by the City within the month of July of each year in this Agreement and any necessary reconciliation payments shall be paid accordingly.

County as agent for the City

8. For the term of this Agreement, the County shall be the agent for the City for the delivery of Ontario Works Services for the portion of the Service Delivery Area that comprises the geographic area of the County of Middlesex excluding the geographic area of the City of London. The Parties agree and acknowledge that regardless of this Agreement, the City is the Designated Delivery Agent for the Service Delivery Area.
9. For the term of this Agreement, the City shall allocate to the County portions of the annual Provincial Payment and portions of any new or additional in year funding on a pro rata basis as determined by the City based upon the Caseload of the City and the County.
10. For the calendar years 2018 to 2025, the City shall consult with the County in the development of an annual service plan (the "Annual Service Plan") by which the County, as agent for the City, shall deliver the Ontario Works Services in the geographic area of the County of Middlesex not including the geographic area of the City of London.
11. During the term of this Agreement, an annual reconciliation of the Provincial Payment for the previous year shall be made by the City to reflect the actual Costs associated with the actual Caseload of the County during each calendar year of this Agreement. The Parties further agree that the annual reconciliation shall be made by the City before the month of July of each year in this Agreement and any necessary reconciliation payments shall be paid accordingly.
12. For the term of this Agreement, the County shall take all necessary steps to provide the Ontario Works Services in the geographic area of the County of Middlesex excluding the geographic area of the City of London, in accordance with the standards prescribed by the Act and its regulations. The Parties further agree that the County shall deliver to the City on a quarterly basis all information and/or documentation required by the City, as the Designated Delivery Agent, to fulfil its duties and obligations to the Province.

Administrative Review

13. The County and the City hereby establish an administrative joint management body for the sole purpose of providing administrative review of Ontario Works Services in the Service Delivery Area, which shall hereinafter be referred to as the Management Oversight Committee (the "**MOC**"). The MOC is not a decision-making body or a delivery agent as designated by the Act. The MOC shall be composed of the following persons:
 - a. the County Administrator (or delegate);
 - b. the City Manager (or delegate);
 - c. up to three (3) representatives from the City; and
 - d. up to three (3) representatives from the County.
14. The MOC shall:
 - a. establish its own procedures and meeting schedules during the term of this Agreement;
 - b. review issues related to the delivery of Ontario Works Services including:
 - I. reviewing operating funding and funding for extraordinary expenses;
 - II. reviewing Provincial standards and requirements; and
 - III. reviewing administrative policies;
 - c. report, if necessary and as required, to the County Administrator and the City Manager details and particulars in relation to the administration of Ontario Works Services;
 - d. exchange information relevant to the administration of Ontario Works Services, as requested by either Party from time to time; and

- e. report to the respective Councils for both the City and the County from time to time as considered by either Party to be appropriate or necessary.

Dispute Resolution other than Costs Apportionment

15. During the term of this Agreement, in the event that a dispute arises in connection with the administration of this Agreement, the Parties agree that:
- a. the dispute shall be referred in writing by the party raising the dispute to the MOC where both the Parties agree to negotiate in good faith for resolution to the dispute;
 - b. if the dispute is not settled by the Parties at the MOC, the dispute shall be referred to the City/County Liaison Committee (the "**CCLC**") for its consideration of the dispute and possible recommendation of a resolution to the Municipal Council of the City and the County Council of the County;
 - c. if the CCLC are unable to make a recommendation to the Municipal Council of the City and the County Council of the County, the dispute shall be referred to arbitration conducted in accordance with the provisions of the *Arbitration Act, 1991*, S.O. 1991 c 17, as amended or replaced ("**Arbitration Act**"). The decision arrived at by the arbitrator shall be final and binding except on a question of law as set out in the Arbitration Act and set out in section 20(h) herein.

Amendment of Agreement

16. This Agreement shall not be amended or altered without the consent of both Parties in writing as authorized by the Municipal Council for the City and the County Council for the County.
17. If either the City or the County is in good faith delayed or hindered in or prevented from performance of this Agreement by virtue of a change in provincial legislation, regulations or a change in provincial policy, then performance of this Agreement shall be excused for the period of time that the change in legislation, regulations or policy render it impossible to comply with the terms, covenants or provisions of this Agreement.

Negotiation of New Cost Apportionment Agreement prior to Arbitration

18. The Parties shall negotiate a costs apportionment agreement prior to the Deemed Arbitration Date, pursuant to this section.
19. During the Negotiation Period the Parties shall negotiate in good faith a further agreement for the apportionment of costs of Ontario Works Services, as follows:
- a. Between January 1, 2025 and March 31, 2025 the County Administrator and the City Manager shall report to the CCLC for its consideration of any issues related to the renewal of this Agreement or the apportionment of the Costs of Ontario Works Services and the CCLC shall forthwith report to the County Council and Municipal Council accordingly;
 - b. In the event a new Ontario Works Services Costs Apportionment Agreement is not approved by the respective Councils of both Parties prior to April 1, 2025, the Parties shall attempt to negotiate a Ontario Works Services Cost Apportionment Agreement through without prejudice negotiations conducted by the respective Administrations of the Parties, subject to approval of a new Ontario Works Services Cost Apportionment Agreement by each of the respective Councils of the County and the City;
 - c. In the event that the aforementioned negotiations do not lead to Council resolutions from each of the County and the City approving a new Ontario Works Services Costs Apportionment Agreement by June 1, 2025, the Parties shall agree to a mediation, the mediator to be appointed by the Parties by July 1, 2025 and the entire mediation to be completed by November 1, 2025; and
 - d. In the event that the above-noted mediation is conducted but does not lead to Council resolutions from the County and the City approving a new Ontario Works Services Costs Apportionment Agreement by December 31, 2025, the Parties shall enter into an arbitration as provided for in this Agreement.

Arbitration

20. If the Parties are unable to resolve the issue of apportionment of costs for Ontario Works Services in accordance with this Agreement, the Parties agree that an arbitration is governed by the Arbitration Act and is subject to the following :
- a. The Parties may jointly appoint a single arbitrator on or after the day the arbitration is commenced;

- b. If the Parties are entitled to appoint an arbitrator jointly but have not done so, the Ontario Superior Court of Justice may make the appointment on a party's application under section 10 of the Arbitration Act;
 - c. The arbitrator shall make a final award that disposes of the issue, within three months after being appointed;
 - d. The Parties agree not to seek an order from the court to extend the date by which the arbitrator shall make his award, despite section 39 of the Arbitration Act. However, the said date may be extended by mutual agreement between the Parties;
 - e. The final award shall apportion among the Parties the costs associated with the provision of Ontario Works Services in the Service Delivery Area;
 - f. The arbitration shall not deal with costs associated with the provision of Ontario Works Services incurred before the designation date;
 - g. The final award may be effective with respect to a period before it is made and, in that case, shall provide for a monetary reconciliation among the Parties;
 - h. A party may appeal the final award to the Ontario Superior Court of Justice only on a question of law, with leave, which the court shall grant only if it is satisfied that the conditions in clauses 45(1)(a) and (b) of the Arbitration Act are met. No appeal lies on a question of fact or of mixed law and fact;
 - i. The arbitrator shall provide a copy of the final award to the Minister forthwith after it is made;
 - j. At any time during the arbitration, the Parties may enter into an agreement that includes an agreement apportioning the costs of the arbitration among the Parties, in which case the arbitration terminates;
 - k. The Parties may, at any time, amend the final award by agreement or replace the award with an agreement; and
 - l. The Parties shall bear their own costs in connection with this arbitration process.
21. The Parties agree and acknowledge that an arbitration for the determination of the apportionment of the costs associated with the provision of Ontario Works Services, may be consolidated with one or more arbitrations commenced by either party for the determination of the apportionment of costs for land ambulance, child care and/or housing services, or such other consolidated management service as the Parties may agree.

Notices

22. Any Communication shall be in writing and may be delivered:
- a. personally or by courier;
 - b. by prepaid registered mail; or
 - c. by facsimile; or
 - d. by e-mail or equivalent electronic means of transmission, if a hard copy of the Communication is delivered by one of the methods of delivery referred to above.
23. Any Communication shall be delivered to the persons and address as follows:

To the County at:

The Corporation of the County of Middlesex
 Administration Offices
 399 Ridout Street North
 London, Ontario N6A 2P1
 Attention: Chief Administrative Officer
 Tel. No.: (519) 434-7321
 Facsimile No.: (519) 434-0638
 E-mail: such e-mail address provided by the CAO of the County to the City

With a copy to:

The Corporation of the County of Middlesex
 Administration Offices
 399 Ridout Street North

London, Ontario N6A 2P1
Attention: County Clerk
Tel. No.: (519) 434-7321
Facsimile No.:(519) 434-0638
E-mail: such e-mail address provided by the County Clerk to the City

To the City at:

The Corporation of the City of London
300 Dufferin Ave, P.O. Box 5035
London, Ontario N6A 4L9
Attention: City Manager
Tel. No.: 519-661-2489
Facsimile No.:519-661-5392
E-mail: such e-mail address provided by the City Manager to the County

With a copy to:

The Corporation of the City of London
300 Dufferin Ave, P.O. Box 5035
London, Ontario N6A 4L9
Attention: City Clerk
Tel. No.: 519 661-2489
Facsimile No.:519 661-4892
E-mail: such e-mail address provide by the City Clerk to the County

or to any other address as any Party may at any time advise the other by Communication given or made in accordance with this section.

24. Any Communication delivered to the Party to whom it is addressed will be deemed to have been given or made and received on the day it is delivered at that Party's address, provided that if that day is not a Business Day then the Communication will be deemed to have been given or made and received on the next Business Day. Any Communication transmitted by facsimile, e-mail or other functionally equivalent electronic means of transmission will be deemed to have been given or made and received on the day on which it is transmitted; but if the Communication is transmitted on a day which is not a Business Day or after 4pm (local time of the recipient), the Communication will be deemed to have been given or made and received on the next Business Day.

Further Assurances

25. The Parties hereto at all times warrant that they shall do, execute, acknowledge, deliver and/or cause to be done such other acts, agreements and other documents as may be reasonably required or desirable to give effect to the terms of this Agreement.

Amendment and Waiver

26. No amendment, discharge, modification, restatement, supplement, termination or waiver of this Agreement or any section of this Agreement is binding unless it is in writing and executed by the Parties to be bound. No waiver of, failure to exercise, or delay in exercising, any section of this Agreement constitutes a waiver of any other section (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.

Enurement

27. This Agreement enures to the benefit of and is binding upon the Parties

Assignment

28. Neither this Agreement nor any right or obligation under this Agreement may be assigned by any Party without the prior written consent of the other Party.

Covenants

29. All obligations contained in this Agreement, even if not expressed to be covenants, shall be deemed to be covenants.

Entire Agreement

30. This Agreement constitutes the entire agreement between the Parties pertaining to Ontario Works Services and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. The Parties acknowledge that there are no

representations, warranties or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement and that no Party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement. Except as amended herein, the terms of this Agreement shall remain in full force and effect.

General Provisions

31. The Parties agree that:

- a. words importing the singular only shall include the plural;
- b. words importing the masculine only shall include the female;
- c. words importing a person shall include a corporation; and
- d. all references to any statute, regulation or by-law or any provision thereof includes such statute, regulation or by-law or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor statute, regulation or by-law thereto.

Counterparts

32. This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which will be an original and those counterparts will together constitute one and the same instrument.

Severability

33. Each section of this Agreement is distinct and severable. If any section of this Agreement, in whole or in part, is or becomes illegal, invalid, void, voidable or unenforceable in any jurisdiction by any court of competent jurisdiction, the illegality, invalidity or unenforceability of that section, in whole or in part, will not affect:

- a. the legality, validity or enforceability of the remaining sections of this Agreement, in whole or in part; or
- b. the legality, validity or enforceability of that section, in whole or in part, in any other jurisdiction

Governing Law

34. This Agreement is governed by, and is to be construed and interpreted in accordance with the laws of the Province of Ontario.

[ONE (1) ENDORSEMENT PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties have hereunto set their hands and seals this on the date(s) noted below and agree that this Agreement shall be effective on the date set out at the top of page one (1) of this Agreement.

Date: _____

THE CORPORATION OF THE COUNTY OF MIDDLESEX

Warden

Kathleen Bunting, County Clerk

Date: _____

THE CORPORATION OF THE CITY OF LONDON

Matt Brown - Mayor

Cathy Saunders - City Clerk

APPENDIX "C"

Bill No.

By-law No.

A by-law to authorize and approve a Housing Services Cost Apportionment and CHPI Agency Agreement between The Corporation of the City of London and The Corporation of the County of Middlesex and to authorize the Mayor and the City Clerk to execute the Agreement.

WHEREAS pursuant to the *Housing Services Act, 2011*, S.O. 2011, c. 6 ("the Act"), and Ontario Regulation 367/11 ("Reg. 367/11"), the Province of Ontario designated The Corporation of the City of London (the "City") as the Designated Service Manager for the service area of the County of Middlesex (the "County") and the City responsible to, in accordance with its housing and homelessness plan, carry out measures to meet the objectives and targets relating to the transferred housing program as defined by the Act;

AND WHEREAS section 111(3) of the Act provides that for each billing period, the Designated Service Manager shall apportion, in accordance with the regulations of the Act, the Designated Service Manager's housing costs among itself and each municipality;

AND WHEREAS section 111 of Reg. 367/11 provides that for the purposes of subsection 111 (3) of the Act, a Designated Service Manager's housing costs shall be apportioned among the parties in accordance with (a) an agreement made by the parties; or (b) if there is no agreement, an award given pursuant to an arbitration;

AND WHEREAS section 17(1) of the Act permits the City, as the Designated Service Manager, to delegate all or some of its powers and duties under the Act with respect to all or part of its service area;

AND WHEREAS the City desires to enter into an agreement with the County for the apportionment of costs for Housing Services and Community Homelessness Prevention Initiative ("CHPI") in the service area;

AND WHEREAS the City and County desire to enter into an agreement to delegate to the County, as agent for the City, the delivery of CHPI in the portion of the service area that comprises the geographic area of the County of Middlesex excluding the geographic area of the City of London;

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

1. The Housing Services Cost Apportionment and CHPI Agency Agreement substantially in the form attached as Schedule "C" to this by-law, is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Agreement authorized and approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the date it is passed.

PASSED in Open Council on January 30, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – January 30, 2018
Second Reading – January 30, 2018
Third Reading – January 30, 2018

SCHEDULE "C"

**HOUSING SERVICES COST APPORTIONMENT
AND CHPI AGENCY AGREEMENT**

AGREEMENT effective this 1st day of January, 2018.

B E T W E E N:

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

OF THE FIRST PART

-and-

THE CORPORATION OF THE COUNTY OF MIDDLESEX
(hereinafter called "**the County**")

OF THE SECOND PART

WHEREAS pursuant to the *Housing Services Act*, 2011, S.O. 2011, c. 6 (the "**Act**"), and Ontario Regulation 367/11 ("Reg. 367/11"), the Province of Ontario designated the City as the Designated Service Manager, as defined herein, for the service area of the County of Middlesex and the City of London ("the **Service Delivery Area**") responsible to, in accordance with its housing and homelessness plan, carry out measures to meet the objectives and targets relating to the transferred housing program as defined by the Act;

AND WHEREAS section 111(3) of the Act provides that for each billing period, the Designated Service Manager shall apportion, in accordance with the regulations of the Act, the Designated Service Manager's housing costs among itself and each municipality;

AND WHEREAS section 111 of Reg. 367/11 provides that for the purposes of subsection 111 (3) of the Act, a Designated Service Manager's housing costs shall be apportioned among the parties in accordance with,

- (a) an agreement made by the parties; or
- (b) if there is no agreement, an award given pursuant to an arbitration;

AND WHEREAS the City and the County entered into an agreement on January 1, 2013 for the apportionment of the social housing costs between the City and the County and that such agreement expires on December 31, 2017;

AND WHEREAS section 17(1) of the Act permits the City, as the Designated Service Manager, to delegate all or some of its powers and duties under the Act with respect to all or part of its service area;

AND WHEREAS the City and County desire to enter into an agreement to delegate to the County, as agent for the City, the delivery of the Community Homelessness Prevention Initiative ("CHPI") in the portion of the Service Delivery Area that comprises the geographic area of the County of Middlesex excluding the geographic area of the City of London;

AND WHEREAS the City and the County hereby agree that the costs of Housing Services and CHPI shall be apportioned for the Service Delivery Area as set out in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of the covenants and undertakings contained herein and the provision of other good and valuable consideration by each Party to the other, the receipt and sufficiency of which is hereby acknowledged, the County and the City (hereinafter, collectively referred to as the "**Parties**") do hereby mutually covenant and agree as follows:

Recitals

1. The above recitals are true and are hereby incorporated into this Agreement by reference.

Definitions

2. In this Agreement, in addition to terms defined elsewhere in this Agreement, the following terms have the following meanings:

- a. **"Actual Costs Basis"** means annual calculation of Costs to be apportioned as more fully described in paragraph 9 of this Agreement;
- b. **"Actual Cost"** means the annual Costs incurred by the City represented by the Location of the Unit;
- c. **"Agreement"** means this Agreement;
- d. **"Business Day"** means any day excluding a Saturday, Sunday or statutory holiday in the Province of Ontario;
- e. **"CHPI"** means the Community Homelessness Prevention Initiative of the Province of Ontario;
- f. **"CHPI Base Allocation"** means an annual amount of funding from the Provincial Payment to be provided to County for CHPI, as determined by the Designated Service Manager, which is to be adjusted as set out in paragraphs 14-15 of this Agreement.
- g. **"City Manager"** means the person appointed by the City to the position of the City Manager of the City or the person appointed by the City to any other title or position which will require such person to perform the same duties or functions as performed by the City Manager;
- h. **"Communication"** means any notice, demand, request, consent, approval or other communication which is required or permitted by this Agreement to be given or made by a Party;
- i. **"Cost" or "Costs"** means all of the costs as defined by section 109 of the Act net of any Provincial Payment;
- j. **"County Administrator"** means the person appointed by the County to the position of the Chief Administrative Officer of the County of Middlesex or the person appointed by the County who is appointed to any other title or position which will require such person to perform the same duties or functions as performed by the Chief Administrative Officer;
- k. **"Deemed Arbitration Date"** means December 31, 2025;
- l. **"Designated Service Manager"** means the City as designated by the Province under the Act and O. Reg. 367/11;
- m. **"Housing Services"** means Transferred Housing Program;
- n. **"Location of Units"** means the location of the Unit, either within the geographic area of the County or within geographic area of the City, as the context requires, at the time that Housing Services are delivered to the Client;
- o. **"Negotiation Period"** means that period of January 1, 2025 to December 31, 2025;
- p. **"Parties"** means the County and the City collectively and **"Party"** means one of them;
- q. **"Property class or subclass"** means property class or subclass as defined in the Assessment Act, R.S.O. 1990, c. A.31, as amended;
- r. **"Province" or "Provincial"** means the Province of Ontario;
- s. **"Provincial Payment"** means the amount paid by the Province to the City as Designated Service Manager as determined in accordance with the Act and the regulations for the Province's share of the City's Costs incurred under the Act ;
- t. **"Tax Ratio"** means tax ratio as defined in section 308 of the *Municipal Act, 2001*;
- u. **"Total Weighted Assessment "** means the sum of all the Weighted Assessments of all the property classes for each of the City or the County as the case may be;
- v. **"Transferred Housing Program"** means "transferred housing program" as defined in the Act;
- w. **"Unit" or "Units"** means a building or part of a building intended for use as residential accommodation pursuant to the transferred housing program as defined by the Act ;
- x. **"Weighted Assessment"** means:
 - i. with respect to property that is in sub-class to which section 313 of the *Municipal Act, 2001* applies, the taxable assessment for the property, as reduced by the percentage

reduction that applies to the tax rate for the properties of that sub-class under section 313 of the *Municipal Act, 2001* and multiplied by the Tax Ratio of the property class that the property is in, and

- ii. in all other cases, the taxable assessment for a property multiplied by the Tax Ratio of the property class that the property is in;
- y. **"Weighted Assessment Basis"** means the annual calculation of Costs to be apportioned as more fully described in paragraph 8 in this Agreement.

Term

- 3. This Agreement shall commence on the 1st day of January, 2018 and shall expire on December 31, 2025.

County as agent for City

- 4. During the term of this Agreement, the County shall be the agent for the City for the delivery of CHPI for the portion of the Service Delivery Area that comprises the geographic area of the County of Middlesex excluding the geographic area of the City of London and that the County shall manage and provide all services associated with the delivery of CHPI in the geographic area of the County of Middlesex excluding the geographic area of the City of London as delegated by the City pursuant to section 17(1) of the Act.
- 5. For the term of this Agreement, the City shall consult with the County in the development of an annual Investment Plan by which the County, as agent for the City, shall implement when managing and providing all services associated with the delivery of CHPI in the geographic area of the County of Middlesex not including the geographic area of the City of London.
- 6. The County shall deliver to the City on a quarterly basis all information and/or documentation required by the City, as the Designated Service Manager, to fulfill its duties and obligations to the Province.

Apportionment of the Cost of Housing Services

- 7. For the term of this Agreement, the Parties agree that the Costs of Housing Services shall be apportioned between the County and the City on the basis that seventy percent (70%) of Costs shall be apportioned on a Weighted Assessment Basis and that thirty percent (30%) of Costs shall be apportioned on an Actual Costs Basis.
- 8. Where the portion of the Costs of Housing Services described in this Agreement are to be apportioned on a Weighted Assessment Basis, the Parties agree that the apportionment shall be determined by the following formula:

$$A = B \times (C/D) \times 70\%$$

where,

A = the amount to be apportioned to the County

B = the total of the Costs of Housing Services

C = the Total Weighted Assessment for all of the properties within the geographic area of the County of Middlesex, excluding the geographic area of the City of London

D = the Total Weighted Assessment for all of the properties in the Service Delivery Area.

- 9. Where the portion of the Costs of Housing Services described in this Agreement are to be apportioned as between the County and the City based on an Actual Costs Basis, the Parties agree that the apportionment shall be determined pro rata by the following formulas:

$$A = B \times (C/D) \times 30\%$$

where,

A = the amount to be apportioned to the County

B = the Total of the Costs of Housing Services

C = 706, being the number of Units located within the geographic area of the County of Middlesex excluding the geographic area of the City of London

D = 7676, being the total number of Units located within the Service Delivery Area.

10. The net obligation owing to either the County or the City as a result of the apportionment for the costs of Housing Services set forth in this Agreement shall be computed and remitted in arrears on a quarterly basis.
11. The Parties shall on an annual basis make an adjustment to the apportionment of Costs of Housing Services to reflect any and all potential changes to Weighted Assessment. The said annual adjustment shall be made within the month of July of each year in this Agreement. Any necessary reconciliation payments shall be paid in the second quarter.
12. The cost apportionment for the Costs of Housing Services from the time period of January 1, 2018 to December 31, 2025 shall be reconciled in accordance with the cost apportionment basis referred to in paragraphs 7 through 11 above subject to where new funding is provided to the City by the Province.

Apportionment of the Cost of CHPI

13. The costs for the delivery of CHPI shall be apportioned as between the City and the County on the basis that the City and the County shall be each responsible for the payment of their respective costs as incurred by either of them.

CHPI Funding

14. For the 2018/19 CHPI fiscal year (April-March), the City shall allocate to the County the amount of \$113,896.00 (the "**2018/19 CHPI Base Allocation**"), being the equivalent to the CHPI funding allocation to the County for the 2017/18 CHPI fiscal year (April-March) plus a proportional County portion of the known Provincial funding increases as of the date of endorsement of this Agreement. In addition, the County's 2018/ 2019 CHPI Base Allocation may be adjusted if in year funding is received from the Province to further homeless prevention either specifically in the County or proportionately across the entire Service Delivery Area.
15. On a fiscal year basis for the 2019/20 through 2025/26 CHPI fiscal years, the City shall allocate to the County a fiscal year CHPI Base Allocation ("**CHPI Fiscal Year Base Allocation**"). Each County CHPI Fiscal Year Base Allocation between the years 2019/20 through 2025/26 will increase or decrease-proportionate to the CHPI fiscal year increase or decrease in the total Provincial CHPI funding allocation to the City as Designated Service Manager. In each fiscal year for the 2019/20 through 2025/26 CHPI fiscal years, the CHPI Fiscal Year Base Allocation provided to the County may be adjusted if in year funding is received from the Province to further homeless prevention either specifically in the County or proportionately across the entire Service Delivery Area. Paragraphs 14 - 15 do not preclude the City from providing such additional allotment to meet homelessness prevention needs in the County through a mutual agreement, in writing, between the City and the County.
16. With respect to paragraphs 14-15, at the end of each CHPI fiscal year for the CHPI fiscal years 2018/19 through 2025/26, the City shall reconfirm to the County the amount of that CHPI fiscal year's CHPI Fiscal Year Base Allocation in light of any adjustments which occurred during the year, in order to allow that CHPI fiscal year's CHPI Fiscal Year Base Allocation to be referenced by the Parties in correspondence and discussion concerning the succeeding year's CHPI Fiscal Year Base Allocation and homelessness prevention plans, it being noted that any in year funding adjustments may be either one-time or ongoing at the discretion of the Designated Service Manager.
17. For the CHPI fiscal periods 2018/19 to 2025/26, the County shall provide a plan to the City regarding how it will use its base allocation (and any in year adjustment therein) to provide homeless prevention services in the County catchment area. The County may also provide information to the City that may be considered regarding amendments to the County's CHPI Fiscal Year Base Allocation as well as requests for additional funding from the Province for the entire service management area.
18. For the term of this Agreement, the County shall take all necessary steps to manage and provide all services associated with the delivery of CHPI in the geographic area of the County of Middlesex excluding the geographic area of the City of London, in accordance with the standards prescribed by the Act and its regulations.

Administrative Oversight

19. The County and the City hereby establish an administrative joint management body for the sole purpose of providing oversight of Housing Services and CHPI in the Service Delivery Area, which shall hereinafter be known as the Management Oversight Committee (the "**MOC**"). The MOC is not a decision-making body or a service manager as designated by the Act. The MOC shall be composed of the following persons:

- a. the County Administrator (or delegate);
- b. the City Manager (or delegate);
- c. up to (3) representatives from the City; and
- d. up to (3) representatives from the County.

20. The MOC shall:

- a. establish its own procedures and meeting schedules during the term of this Agreement;
- b. review issues relating to the delivery of Housing Services and CHPI including:
 - i. reviewing operating funding and funding for extraordinary expenses;
 - ii. reviewing Provincial standards and requirements; and
 - iii. reviewing administrative policies;
- c. report, if necessary and as required, to the County Administrator and the City Manager details and particulars in relation to the administration of Housing Services and CHPI;
- d. exchange information relevant to the administration of the delivery of Housing Services and CHPI, as requested by either Party from time to time; and
- e. report to the respective Councils for both the City and the County from time to time as considered by either Party to be appropriate or necessary.

Dispute Resolution other than Costs Apportionment

21. During the term of this Agreement, in the event that a dispute arises in connection with the administration of this Agreement, the Parties agree that:

- a. the dispute shall be referred in writing by the party raising the dispute to the MOC where both the Parties agree to negotiate in good faith for resolution to the dispute;
- b. if the dispute is not settled by the Parties at the MOC, the dispute shall be referred to the City/County Liaison Committee (the "CCLC") for its consideration of the dispute and possible recommendation of a resolution to the Municipal Council of the City and the County Council of the County;
- c. if the CCLC are unable to make a recommendation to the Municipal Council of the City and the County Council of the County, the dispute shall be referred to arbitration conducted in accordance with the provisions of the *Arbitration Act*, R.S.O. 1990, c. 17, as amended or replaced (the "**Arbitration Act**"). The decision arrived at by the arbitrator shall be final and binding and no appeal shall lie therefrom except on a question of law as set out in the Arbitration Act as set out in section 26(h) herein.

Amendment of Agreement

22. The Parties agree that this Agreement shall not be amended or altered without the consent of both Parties in writing as authorized by the Municipal Council for the City and the County Council for the County.

23. If either the City or the County is in good faith delayed or hindered in or prevented from performance of this Agreement by virtue of a change in provincial legislation, regulations or a change in provincial policy, then performance of this Agreement shall be excused for the period of time that the change in legislation, regulations or policy render it impossible to comply with the terms, covenants or provisions of this Agreement.

Negotiation of Costs Apportionment Agreement prior to Arbitration

24. Subject to the provisions of any applicable Provincial legislation, the Parties agree to negotiate a costs apportionment agreement prior to the Deemed Arbitration Date, pursuant to this section.

25. The Parties agree that during the Negotiation Period the Parties shall negotiate in good faith a further agreement for the apportionment of costs of Housing Services and CHPI, as follows:

- a. Between January 1, 2025 and March 31, 2025, the County Administrator and the City Administrator shall report to the CCLC for its consideration of any issues related to the renewal of this Agreement or the apportionment of the Costs of Housing Services and

CHPI and the CCLC shall forthwith report to the County Council and Municipal Council accordingly;

- b. In the event a Housing Services and CHPI Cost Apportionment Agreement is not approved by the respective Councils of both Parties prior to April 1, 2025, the Parties shall attempt to negotiate a Housing Services and CHPI Cost Apportionment Agreement through without prejudice negotiations conducted by the respective Administrations of the Parties, subject to approval of a renewed Housing Services and CHPI Cost Apportionment Agreement by each of the respective Councils of the County and the City;
- c. In the event that the aforementioned negotiations do not lead to Council resolutions from each of the County and the City approving a Housing Services and CHPI Cost Apportionment Agreement by June 1, 2025, the Parties shall agree to a mediation, the mediator to be appointed by the parties by July 1, 2025 and the mediation to be completed by November 1, 2025; and
- d. In the event that the above-noted mediation is conducted but does not lead to Council resolutions from the County and the City approving a Housing Services and CHPI Cost Apportionment Agreement by December 31, 2025, the Parties shall thereafter continue with the arbitration process.

Arbitration

26. If the Parties are unable to resolve the issue of apportionment of costs for Housing Services and CHPI at a mediation, the parties agree that an arbitration is governed by the Arbitration Act and subject to the following:
- a. The Parties may jointly appoint a single arbitrator on or after the day the arbitration is commenced;
 - b. If the Parties are entitled to appoint an arbitrator jointly but have not done so, the Ontario Superior Court of Justice may make the appointment on a party's application under section 10 of the Arbitration Act;
 - c. The arbitrator shall make a final award that disposes of the issue, within three months after being appointed;
 - d. The Parties agree not to seek an order from the court to extend the date by which the arbitrator shall make his award, despite section 39 of the Arbitration Act. However, the said date may be extended by mutual agreement between the Parties;
 - e. The final award shall apportion among the Parties the costs associated with the provision of Housing Services and CHPI in the Designated Area;
 - f. The arbitration shall not deal with costs associated with the provision of Housing Services and CHPI incurred before the designation date;
 - g. The final award may be effective with respect to a period before it is made and, in that case, shall provide for a monetary reconciliation among the Parties;
 - h. A Party may appeal the final award to the Ontario Superior Court of Justice only on a question of law, with leave, which the court shall grant only if it is satisfied that the conditions in clauses 45(1) (a) and (b) of the Arbitration Act are met. No appeal lies on a question of fact or of mixed law and fact;
 - i. The arbitrator shall provide a copy of the final award to the Minister forthwith after it is made;
 - j. At any time during the arbitration, the Parties may enter into an agreement that includes an agreement apportioning the costs of the arbitration among the Parties, in which case the arbitration terminates;
 - k. The Parties may, at any time, amend the final award by agreement or replace the award with an agreement; and
 - l. The Parties shall bear their own costs in connection with this arbitration process.
27. The Parties agree and acknowledge that an arbitration for the determination of the apportionment of the costs associated with the provision of Housing Services and CHPI, may be consolidated with one or more arbitrations commenced by either party for the determination of the apportionment of costs for land ambulance, child care and/or Ontario Works services, or such other consolidated management service as the parties may agree.

Notices

28. Any Communication shall be in writing and may be delivered:

- a. personally or by courier;
- b. by prepaid registered mail; or
- c. by facsimile; or
- d. by e-mail or equivalent electronic means of transmission, if a hard copy of the Communication is delivered by one of the three methods of delivery referred to above.

29. Any Communication must be sent to the intended recipient at its address as follows:

To the County at:

The Corporation of the County of Middlesex
Administration Offices
399 Ridout Street North
London, Ontario N6A 2P1
Attention: Chief Administrative Officer
Tel. No.: (519) 434-7321
Facsimile No.: (519) 434-0638
E-mail: such e-mail address provided by the CAO of the County to the City

With a copy to:

The Corporation of the County of Middlesex
Administration Offices
399 Ridout Street North
London, Ontario N6A 2P1
Attention: County Clerk
Tel. No.: (519) 434-7321
Facsimile No.: (519) 434-0638
E-mail: such e-mail address provided by the County Clerk to the City

To the City at:

The Corporation of the City of London
300 Dufferin Ave, P.O. Box 5035
London, Ontario N6A 4L9
Attention: City Manager
Tel. No.: 519-661-2489
Facsimile No.: 519-661-5392
E-mail: such e-mail address provided by the City Manager to the County

With a copy to:

The Corporation of the City of London
300 Dufferin Ave, P.O. Box 5035
London, Ontario N6A 4L9
Attention: City Clerk
Tel. No.: 519 661-2489
Facsimile No.: 519 661-4892
E-mail: such e-mail address provided by the City Clerk to the County

or to any other address as any Party may at any time advise the other by Communication given or made in accordance with this section.

30. Any Communication delivered to the Party to whom it is addressed will be deemed to have been given or made and received on the day it is delivered at that Party's address, provided that if that day is not a Business Day then the Communication will be deemed to have been given or made and received on the next Business Day. Any Communication transmitted by facsimile, e-mail or other functionally equivalent electronic means of transmission will be deemed to have been given or made and received on the day on which it is transmitted; but if the Communication is transmitted on a day which is not a Business Day or after 4pm (local time of the recipient), the Communication will be deemed to have been given or made and received on the next Business Day.

Further Assurances

31. The Parties hereto at all times warrant that they shall do, execute, acknowledge, deliver and/or cause to be done such other acts, agreements and other documents as may be reasonably required or desirable to give effect to the terms of this Agreement.

Amendment and Waiver

32. No amendment, discharge, modification, restatement, supplement, termination or waiver of this Agreement or any section of this Agreement is binding unless it is in writing and executed by the Parties to be bound. No waiver of, failure to exercise, or delay in exercising, any section of this Agreement constitutes a waiver of any other section (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.

Enurement

33. This Agreement enures to the benefit of and is binding upon the Parties.

Assignment

34. Neither this Agreement nor any right or obligation under this Agreement may be assigned by any Party without the prior written consent of the other Party.

Covenants

35. All obligations contained in this Agreement, even if not expressed to be covenants, shall be deemed to be covenants.

Entire Agreement

36. This Agreement constitutes the entire agreement between the Parties pertaining to Housing Services and CHPI and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. The Parties acknowledge that there are no representations, warranties or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement and that no Party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement. Except as amended herein, the terms of this Agreement shall remain in full force and effect.

General Provisions

37. The parties agree that:

- a. words importing the singular only shall include the plural;
- b. words importing the masculine only shall include the female ;
- c. words importing a person shall include a corporation; and
- d. all references to any statute, regulation or by-law or any provision thereof includes such statute, regulation or by-law or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor statute, regulation or by-law thereto.

Counterparts

38. This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which will be an original and those counterparts will together constitute one and the same instrument.

Severability

39. Each section of this Agreement is distinct and severable. If any section of this Agreement, in whole or in part, is or becomes illegal, invalid, void, voidable or unenforceable in any jurisdiction by any court of competent jurisdiction, the illegality, invalidity or unenforceability of that section, in whole or in part, will not affect:

- a. the legality, validity or enforceability of the remaining sections of this Agreement, in whole or in part; or
- b. the legality, validity or enforceability of that section, in whole or in part, in any other jurisdiction.

Governing Law

40. This Agreement is governed by, and is to be construed and interpreted in accordance with the laws of the Province of Ontario.

[ONE (1) ENDORSEMENT PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties have hereunto set their hands and seals this on the date(s) noted below and agree that this Agreement shall be effective on the date set out at the top of page one (1) of this Agreement.

Date: _____

THE CORPORATION OF THE COUNTY OF MIDDLESEX

Warden

Kathleen Bunting, County Clerk

Date: _____

THE CORPORATION OF THE CITY OF LONDON

Matt Brown - Mayor

Cathy Saunders - City Clerk

APPENDIX "D"

Bill No.

By-law No.

A by-law to authorize and approve a Child Care Services Cost Apportionment and Agency Agreement between The Corporation of the City of London and The Corporation of the County of Middlesex and to authorize the Mayor and the City Clerk to execute the Agreement.

WHEREAS pursuant to the *Child Care and Early Years Act, 2014*, SO 2014, c.11, Sched. 1, (the "Act"), and its Regulations, the Province of Ontario designated The Corporation of the City of London (the "City") as the Designated Service Manager for the geographic area of the City and the County of Middlesex (the "County") (the "Service Delivery Area") responsible for delivering funding, subsidies and administration of services as required by the Act in the Service Delivery Area;

AND WHEREAS subsection 13 of Regulation 138/15, being the Funding, Cost Sharing and Financial Assistance Regulation ("O.Reg. 138/15") pursuant to the *Act*, provides that if a geographic area includes more than one municipality, the municipality's costs incurred under the Act shall be apportioned among the prescribed municipalities in accordance with an agreement made under section 14 of O.Reg. 138/15;

AND WHEREAS section 14 of O. Reg. 138/15 states that the municipalities included in a service area may enter into an agreement under which the municipalities share or apportion among the municipalities costs payable or to be payable under O.Reg. 138/15.

AND WHEREAS section 57 of the Act permits a service manager to exercise natural person powers in regard to any matter relating to the delivery agent's powers and duties under the Act, subject to the restrictions or conditions imposed in the Act and in the designation as service manager;

AND WHEREAS the City desires to enter into an agreement with the County for the apportionment of costs for delivering Child Care Services in the Service Delivery Area;

AND WHEREAS the City and the County desire to enter into an agreement for the County, as the agent of the Designated Service Manager, to manage service delivery of the Child Care Services in that portion of the Service Delivery Area that comprises the geographic area of the County of Middlesex excluding the geographic area of the City of London.

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

1. The Child Care Services Cost Apportionment and Agency Agreement substantially in the form attached as Schedule "D" to this by-law, is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Agreement authorized and approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the date it is passed.

PASSED in Open Council on January 30, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – January 30, 2018
Second Reading – January 30, 2018
Third Reading – January 30, 2018

SCHEDULE "D"

**CHILD CARE SERVICES COST APPORTIONMENT
AND AGENCY AGREEMENT**

AGREEMENT effective the 1st day of January, 2018.

B E T W E E N:

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

OF THE FIRST PART

-and-

THE CORPORATION OF THE COUNTY OF MIDDLESEX
(hereinafter called the "**County**")

OF THE SECOND PART

WHEREAS pursuant to the *Child Care and Early Years Act, 2014*, SO 2014, c.11, Sched. 1, (the "**Act**"), and its Regulations, the Province of Ontario designated the City as the Designated Service Manager, as defined herein, for the geographic area of the City of London and the County of Middlesex (the "**Service Delivery Area**") responsible for delivering funding, subsidies and administration of services as required by the Act in the Service Delivery Area;

AND WHEREAS subsection 13 of Regulation 138/15, being the Funding, Cost Sharing and Financial Assistance Regulation ("**O.Reg. 138/15**") pursuant to the *Act*, provides that if a geographic area includes more than one municipality, the municipality's costs incurred under the Act shall be apportioned among the prescribed municipalities in accordance with an agreement made under section 14 of O.Reg. 138/15;

AND WHEREAS section 14 of O. Reg. 138/15 states that the municipalities included in a service area may enter into an agreement under which the municipalities share or apportion among the municipalities costs payable or to be payable under O.Reg. 138/15;

AND WHEREAS section 57 of the Act permits a service manager to exercise natural person powers in regard to any matter relating to the delivery agent's powers and duties under the Act, subject to the restrictions or conditions imposed in the Act and in the designation as service manager;

AND WHEREAS the City and the County entered into an agreement dated January 1, 2013 for the apportionment of costs for Child Care Services and that such agreement expires on December 31, 2017;

AND WHEREAS the City and the County desire to enter into an agreement for the apportionment of costs for delivering Child Care Services in the Service Delivery Area;

AND WHEREAS the City and the County desire to enter into an agreement to delegate to the County, as agent for the City, the delivery of Child Care Services in the portion of the Service Delivery Area that comprises the geographic area of the County of Middlesex excluding the geographic area of the City of London.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of the covenants and undertakings contained herein and the provision of other good and valuable consideration by each Party to the other, the receipt and sufficiency of which is hereby acknowledged, the County and the City (hereinafter, collectively referred to as "the Parties") do hereby mutually covenant and agree as follows:

Recitals

1. The above recitals are true and are hereby incorporated into this Agreement by reference.

Definitions

2. In this Agreement, in addition to terms defined elsewhere in this Agreement, the following terms have the following meanings:
 - a. "**Agreement**" means this Agreement;

- b. **"Base Allocation"** means an annual amount of funding from the Provincial Payment to be provided to County, as determined by the Designated Service Manager, which is to be adjusted as set out in paragraphs 6-8 of this Agreement.
- c. **"Business Day"** means any day excluding a Saturday, Sunday or statutory holiday in the Province of Ontario;
- d. **"City Manager"** means the person appointed by the City to the position of the City Manager of the City or the person appointed by the City to any other title or position which will require such person to perform the same duties or functions as performed by the City Manager;
- e. **"Communication"** means any notice, demand, request, consent, approval or other communication which is required or permitted by this Agreement to be given or made by a Party;
- f. **"Costs"** means the costs as prescribed in the Act and the regulations;
- g. **"County Administrator"** means the person appointed by the County to the position of the Chief Administrative Officer of the County of Middlesex or the person appointed by the County who is appointed to any other title or position which will require such person to perform the same duties or functions as performed by the Chief Administrative Officer;
- h. **"Deemed Arbitration Date"** means December 31, 2025;
- i. **"Designated Service Manager"** means the City as designated by the Province under the Act and O. Reg. 138/15;
- j. **"Child Care Services"** means the programs and services as described the Act and the regulations, as amended or replaced;
- k. **"City's Prescribed Costs"** means with respect to the geographic area of the City of London, that part of the Costs prescribed by the Act and the regulations as incurred by the City;
- l. **"County's Prescribed Costs"** means with respect to the geographic area of the County of Middlesex, that part of the Costs prescribed by the Act and the regulations as incurred by the County;
- m. **"Negotiation Period"** means that period of January 1, 2025 to December 31, 2025;
- n. **"Parties"** means the County and the City collectively and **"Party"** means one of them;
- o. **"Province" or "Provincial"** means the Province of Ontario;
- p. **"Provincial Payment"** means the amount paid by the Province to the Designated Service Manager as determined in accordance with the regulations for the Province's share of the Costs incurred under the Act.

Term

3. This Agreement shall commence on the 1st day of January, 2018 and shall expire December 31, 2025.

County as agent for City

4. For the term of this Agreement, the County shall be the agent for the Designated Service Manager to manage service delivery of the Child Care Services in the portion of the Service Delivery Area that comprises the geographic area of the County of Middlesex excluding the geographic area of the City of London and shall manage and provide all Child Care Services in the geographic area of the County of Middlesex excluding the geographic area of the City of London. The Parties further agree and acknowledge, as set out in the recitals of this Agreement, that the City is the Designated Service Manager for the Service Delivery Area with respect to Child Care Services.

Apportionment of Costs

5. The City's Prescribed Costs and the County's Prescribed Costs for the delivery of Child Care Services shall be apportioned as between the City and the County on the basis that the City and the County shall be each responsible for their respective Prescribed Costs as incurred by either of them.

Funding

6. For components of the Provincial Payment which are not one-time or time-limited, unless expressly directed by the Province, the City shall allocate to the County a 2018 Base Allocation, which shall be based on the County's 2017 Base Allocation, increased or decreased proportionate to the total 2018 increase or decrease in these components of the Provincial Payment to the City as Designated Service Manager. This shall not preclude the City from providing an additional allotment to the County through a mutual agreement of the City and the County.
7. For components of the Provincial Payment which are not one-time or time-limited, unless expressly directed by the Province, on an annual basis for the calendar years 2019 to 2025, the City shall allocate to the County an annual Base Allocation based on the preceding year's Base Allocation, increased or decreased proportionate to the annual increase or decrease in these components of the Provincial Payment to the City as Designated Service Manager. This shall not preclude the City from providing an additional allotment to the County through a mutual agreement of the City and the County.
8. For components of the Provincial Payment which are one-time or time-limited, such as capital projects, building projects or other one-time or time-limited funding components, the portion of the Provincial Payment allocated to the County shall be determined by the Designated Service Manager considering Child Care service needs in the County and the City but ultimately, by prioritization of all competing Child Care service needs in the Service Delivery Area given funding constraints. The City shall consult with the County concerning the prioritization of all capital, building, and other one-time or time-limited funding requests.
9. With respect to paragraphs 6-7, at the end of each calendar year for the years 2018 to 2025, the City shall reconfirm to the County the amount of that year's Base Allocation in light of any additional allotments which occurred during the year, in order to allow that year's Base Allocation to be referenced by the Parties in correspondence and discussion concerning the succeeding year's Base Allocation and Annual Service Plan, it being noted that any additional allotments may be either one-time or ongoing. After consulting with the County, the City shall determine an appropriate Base Allocation for any funding components that were previously one-time or time-limited but have become a confirmed ongoing component of the Provincial Payment.
10. Should the Provincial funding formula or its criteria change at any time during the term of this Agreement, the Parties hereby agree to review and if required, amend the wording of paragraphs 6-7 to ensure that the funding for Child Care Services for the County are reflected in the Base Allocation and necessary adjustments thereto.
11. For the calendar years 2018 to 2025, the City shall consult with the County and its providers in the development of an annual service plan to establish the service delivery priorities, strategies, processes and procedures (the "**Annual Service Plan**") by which the County, as agent for the City, shall deliver the Child Care Services in the geographic area of the County not including the geographic area of the City. The Parties further agree that the Base Allocation may be adjusted by the City, as it determines necessary, to respond to the Annual Service Plan.
12. For the term of this Agreement, the County shall take all necessary steps to manage service delivery of the Child Care Services in the geographic area of the County of Middlesex excluding the geographic area of the City of London, in accordance with the standards prescribed by the Act and its regulations. The Parties further agree that the County shall deliver to the City on a quarterly basis all information and/or documentation required by the City, as the Designated Service Manager, to fulfil its duties and obligations to the Province.

Administrative Review

13. The County and the City hereby establish an administrative joint management body for the sole purpose of providing administrative review of Child Care Services in the Service Delivery Area, which shall hereinafter be referred to as the Management Oversight Committee (the "**MOC**"). The MOC is not a decision-making body or a delivery agent as designated by the Act. The MOC shall be composed of the following persons:
 - a. the County Administrator (or delegate);
 - b. the City Manager (or delegate);
 - c. up to three (3) representatives from the City; and

d. up to three (3) representatives from the County.

14. The MOC shall:

- a. establish its own procedures and meeting schedules during the term of this Agreement;
- b. review issues related to the delivery of Child Care Services including:
 - i. reviewing operating funding and funding for extraordinary expenses;
 - ii. reviewing Provincial standards and requirements; and
 - iii. reviewing administrative policies;
- c. report, if necessary and as required, to the County Administrator and the City Manager details and particulars in relation to the administration of Child Care Services;
- d. exchange information relevant to the administration of Child Care Services, as requested by either Party from time to time; and
- e. report to the respective Councils for both the City and the County from time to time as considered by either Party to be appropriate or necessary.

Dispute Resolution other than Costs Apportionment

15. During the term of this Agreement, in the event that a dispute arises in connection with the administration of this Agreement, the Parties agree that:

- a. the dispute shall be referred in writing by the Party raising the dispute to the MOC where the Parties agree to negotiate in good faith for resolution to the dispute;
- b. if the dispute is not settled by the Parties at the MOC, the dispute shall be referred to the City/County Liaison Committee (the "**CCLC**") for its consideration of the dispute and possible recommendation of a resolution to the Municipal Council of the City and the County Council of the County;
- c. if the CCLC is unable to make a recommendation to the Municipal Council of the City and the County Council of the County, the dispute shall be referred to arbitration conducted in accordance with the provisions of the *Arbitration Act, 1991*, S.O. 1991 c 17, as amended or replaced ("**Arbitration Act**");. The decision arrived at by the arbitrator shall be final and binding and no appeal shall lie therefrom except on a question of law as set out in the Arbitration Act as set out in section 20(h) herein.

Amendment of Agreement

16. This Agreement shall not be amended or altered without the consent of both Parties in writing as authorized by the Municipal Council for the City and the County Council for the County.

17. If either the City or the County is in good faith delayed or hindered in or prevented from performance of this Agreement by virtue of a change in provincial legislation, regulations or a change in provincial policy, then performance of this Agreement shall be excused for the period of time that the change in legislation, regulations or policy render it impossible to comply with the terms, covenants or provisions of this Agreement.

Negotiation of New Cost Apportionment Agreement prior to Arbitration

18. The Parties will negotiate a costs apportionment agreement prior to the Deemed Arbitration Date, pursuant to this section.

19. During the Negotiation Period, the Parties shall negotiate in good faith a further agreement for the apportionment of costs of Child Care Services, as follows:

- a. Between January 1, 2025 and March 31, 2025 the County Administrator and the City Manager shall report to the CCLC for its consideration of any issues related to the renewal of this Agreement or the apportionment of the Costs of Child Care Services and the CCLC shall forthwith report to the County Council and Municipal Council accordingly;
- b. In the event a new Child Care Services Cost Apportionment Agreement is not approved by the respective Councils of both Parties prior to April 1, 2025, the Parties shall attempt to negotiate a Child Care Services Cost Apportionment Agreement through without prejudice negotiations conducted by the respective Administrations of

the Parties, subject to approval of a new Child Care Services Cost Apportionment Agreement by each of the respective Councils of the County and the City;

- c. In the event that the aforementioned negotiations do not lead to Council resolutions from each of the County and the City approving a new Child Care Services Cost Apportionment Agreement by June 1, 2025, the Parties shall agree to a mediation, the mediator to be appointed by the Parties by July 1, 2025 and the entire mediation to be completed by November 1, 2025; and
- d. In the event that the above-noted mediation is conducted but does not lead to Council resolutions from the County and the City approving a new Child Care Services Cost Apportionment Agreement by December 31, 2025, the Parties shall enter into an arbitration as provided for in this Agreement.

Arbitration

20. If the Parties are unable to resolve the issue of apportionment of costs for Child Care Services in accordance with this Agreement, the Parties agree that an arbitration is governed by the Arbitration Act, and is subject to the following:
 - a. The Parties may jointly appoint a single arbitrator on or after the day the arbitration is commenced;
 - b. If the Parties are entitled to appoint an arbitrator jointly but have not done so, the Ontario Superior Court of Justice may make the appointment on a party's application under section 10 of the Arbitration Act.
 - c. The arbitrator shall make a final award that disposes of the issue, within three months after being appointed;
 - d. The Parties agree not to seek an order from the court to extend the date by which the arbitrator shall make his or her award, despite section 39 of the Arbitration Act. However, the said date may be extended by mutual agreement between the Parties;
 - e. The final award shall apportion among the Parties the costs associated with the provision of Child Care Services in the Service Delivery Area;
 - f. The arbitration shall not deal with costs associated with the provision of Child Care Services incurred before the designation date;
 - g. The final award may be effective with respect to a period before it is made and, in that case, shall provide for a monetary reconciliation among the Parties;
 - h. A Party may appeal the final award to the Ontario Superior Court of Justice only on a question of law, with leave, which the court shall grant only if it is satisfied that the conditions in clauses 45(1) (a) and (b) of the Arbitration Act are met. No appeal lies on a question of fact or of mixed law and fact;
 - i. The arbitrator shall provide a copy of the final award to the Minister forthwith after it is made;
 - j. At any time during the arbitration, the Parties may enter into an agreement that includes an agreement apportioning the costs of the arbitration among the Parties, in which case the arbitration terminates;
 - k. The Parties may, at any time, amend the final award by agreement or replace the award with an agreement; and
 - l. The Parties shall bear their own costs in connection with this arbitration process.
21. The Parties agree and acknowledge that an arbitration for the determination of the apportionment of the costs associated with the provision of Child Care Services may be consolidated with one or more arbitrations commenced by either party for the determination of the apportionment of costs for land ambulance, housing services and/or Ontario Works Services, or such other consolidated management service as the Parties may agree.

Notices

22. Any Communication shall be in writing and may be delivered:
 - a. personally or by courier;

- b. by prepaid registered mail; or
- c. by facsimile; or
- d. by e-mail or equivalent electronic means of transmission, if a hard copy of the Communication is delivered by one of the methods of delivery referred to above.

23. Any Communication shall be delivered to the persons and address as follows:

To the County at:

The Corporation of the County of Middlesex
Administration Offices
399 Ridout Street North
London, Ontario N6A 2P1
Attention: Chief Administrative Officer
Tel. No.: (519) 434-7321
Facsimile No.: (519) 434-0638
E-mail: such e-mail address provided by the CAO of the County to the City

With a copy to:

The Corporation of the County of Middlesex
Administration Offices
399 Ridout Street North
London, Ontario N6A 2P1
Attention: County Clerk
Tel. No.: (519) 434-7321
Facsimile No.: (519) 434-0638
E-mail: such e-mail address provided by the County Clerk to the City

To the City at:

The Corporation of the City of London
300 Dufferin Ave, P.O. Box 5035
London, Ontario N6A 4L9
Attention: City Manager
Tel. No.: 519-661-2489
Facsimile No.: 519-661-5392
E-mail: such e-mail address provided by the City Manager to the County

With a copy to:

The Corporation of the City of London
300 Dufferin Ave, P.O. Box 5035
London, Ontario N6A 4L9
Attention: City Clerk
Tel. No.: 519 661-2489
Facsimile No.: 519 661-4892
E-mail: such e-mail address provided by the City Clerk to the County

or to any other address as any Party may at any time advise the other by Communication given or made in accordance with this section.

24. Any Communication delivered to the Party to whom it is addressed will be deemed to have been given or made and received on the day it is delivered at that Party's address, provided that if that day is not a Business Day then the Communication will be deemed to have been given or made and received on the next Business Day. Any Communication transmitted by facsimile, e-mail or other functionally equivalent electronic means of transmission will be deemed to have been given or made and received on the day on which it is transmitted; but if the Communication is transmitted on a day which is not a Business Day or after 4pm (local time of the recipient), the Communication will be deemed to have been given or made and received on the next Business Day.

Further Assurances

25. The Parties hereto at all times warrant that they shall do, execute, acknowledge, deliver and/or cause to be done such other acts, agreements and other documents as may be reasonably required or desirable to give effect to the terms of this Agreement.

Amendment and Waiver

26. No amendment, discharge, modification, restatement, supplement, termination or waiver of

this Agreement or any section of this Agreement is binding unless it is in writing and executed by the Parties to be bound. No waiver of, failure to exercise, or delay in exercising, any section of this Agreement constitutes a waiver of any other section (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.

Enurement

27. This Agreement enures to the benefit of and is binding upon the Parties.

Assignment

28. Neither this Agreement nor any right or obligation under this Agreement may be assigned by any Party without the prior written consent of the other Party.

Covenants

29. All obligations contained in this Agreement, even if not expressed to be covenants, shall be deemed to be covenants.

Entire Agreement

30. This Agreement constitutes the entire agreement between the Parties pertaining to Child Care Services and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. The Parties acknowledge that there are no representations, warranties or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement and that no Party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement. Except as amended herein, the terms of this Agreement shall remain in full force and effect.

General Provisions

31. In this Agreement:

- a. words importing the singular only shall include the plural;
- b. words importing the masculine only shall include the female;
- c. words importing a person shall include a corporation; and
- d. all references to any statute, regulation or by-law or any provision thereof includes such statute, regulation or by-law or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor statute, regulation or by-law thereto.

Counterparts

32. This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which will be an original and those counterparts will together constitute one and the same instrument.

Severability

33. Each section of this Agreement is distinct and severable. If any section of this Agreement, in whole or in part, is or becomes illegal, invalid, void, voidable or unenforceable in any jurisdiction by any court of competent jurisdiction, the illegality, invalidity or unenforceability of that section, in whole or in part, will not affect:

- a. the legality, validity or enforceability of the remaining sections of this Agreement, in whole or in part; or
- b. the legality, validity or enforceability of that section, in whole or in part, in any other jurisdiction.

Governing Law

34. This Agreement is governed by, and is to be construed and interpreted in accordance with the laws of the Province of Ontario.

[ONE (1) ENDORSEMENT PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties have hereunto set their hands and seals this on the date(s) noted below and agree that this Agreement shall be effective on the date set out at the top of page one (1) of this Agreement.

Date: _____

THE CORPORATION OF THE COUNTY OF MIDDLESEX

Warden

Kathleen Bunting, County Clerk

Date: _____

THE CORPORATION OF THE CITY OF LONDON

Matt Brown - Mayor

Cathy Saunders - City Clerk