

ONTARIO TRANSFER PAYMENT AGREEMENT
Municipal GHG Challenge Fund – Bike Share System

THE AGREEMENT is effective as of March 29, 2018.

B E T W E E N:

**Her Majesty the Queen in right of Ontario as represented by
the Minister of the Environment and Climate Change**

(the “**Province**”)

- and -

The Corporation of the City of London

(the “**Recipient**”)

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 This Agreement, including:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Project Specific Information and Additional Provisions
- Schedule “C” - Project Description
- Schedule “D” - Budget
- Schedule “E” - Payment Plan
- Schedule “F” - Reporting, and

any amending agreement entered into as provided for below, constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 COUNTERPARTS AND TRANSMISSION

- 2.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 2.2 The Agreement may be validly executed and delivered by means of transmission of signed facsimile or by email transmission of an electronically scanned original signature (such as in PDF file format).

3.0 AMENDING THE AGREEMENT

- 3.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

4.0 ACKNOWLEDGEMENT

- 4.1 The Recipient acknowledges that:
- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
 - (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
 - (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
 - (d) the Province is not responsible for carrying out the Project.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of the Environment and
Climate Change**

Date

Name: Alex Wood
Title: Assistant Deputy Minister

The Corporation of the City of London

Date

Name: Matt Brown
Title: Mayor

I have authority to bind the Recipient.

Date

Name: Catharine Saunders
Title: City Clerk

I have authority to bind the Recipient.

**SCHEDULE “A”
GENERAL TERMS AND CONDITIONS**

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 Definitions. In the Agreement, the following terms will have the following meanings:

“Additional Provisions” means the terms and conditions referred to in section A9.1 and as specified in Schedule “B”.

“Agreement” means this agreement entered into between the Province and the Recipient and includes all of the schedules listed in section 1.1 and any amending agreement entered into pursuant to section 3.1.

“Budget” means the budget attached to the Agreement as Schedule “D”.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“Effective Date” means the date set out at the top of the Agreement.

“Event of Default” has the meaning ascribed to it in section A15.1.

“Expiry Date” means the date on which the Agreement will expire and is the date set out in Schedule “B”.

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the

Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

“Maximum Funds” means the maximum amount the Province will provide the Recipient under the Agreement as set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province extends that time in accordance with section A15.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “C”.

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and

complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain, in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the ongoing effective functioning of the Recipient;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient, in a timely manner, to identify risks to the completion of the Project, and strategies to address the identified risks;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

A2.4 Supporting Documentation. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A13.0, Article A14.0, or Article A15.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the Payment Plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section A12.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.1; and
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section A14.1.

A4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, any ministry, agency, or organization of the Government of Ontario.

A4.4 No Changes. The Recipient will not make any changes to the Project or the Budget without the prior written consent of the Province.

A4.5 Interest Bearing Account. If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.6 Interest. If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the repayment of an amount equal to the interest.

A4.7 Maximum Funds. The Recipient acknowledges that the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds.

A4.8 Rebates, Credits, and Refunds. The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 Disposal. The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 Conflict of Interest Includes. For the purposes of this Article, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.3 Disclosure to Province. The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTING, ACCOUNTING, AND REVIEW

A7.1 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A19.1, all Reports in accordance with the timelines and content requirements set out in Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A19.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 Record Maintenance. The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.3 Inspection. The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

A7.4 Disclosure. To assist in respect of the rights set out in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 No Control of Records. No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 Auditor General. For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 Publication. The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 FURTHER CONDITIONS

A9.1 Additional Provisions. The Recipient will comply with any Additional Provisions. In the event of a conflict or inconsistency between any of the

requirements of the Additional Provisions and any requirements of this Schedule “A”, the Additional Provisions will prevail.

A10.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

A10.1 FIPPA. The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

A11.0 INDEMNITY

A11.1 Indemnification. The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A11.2 Recipient’s Participation. The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

A11.3 Province’s Election. The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under the Agreement, at law, or in equity. Each Party participating in the defence will do so by actively participating with the other’s counsel.

A11.4 Settlement Authority. The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

A11.5 Recipient’s Co-operation. If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations

A12.0 INSURANCE

A12.1 Recipient’s Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and

appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per occurrence. The policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30 day written notice of cancellation.

A12.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A12.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A12.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A13.0 TERMINATION ON NOTICE

A13.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A13.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A13.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A13.2(b); and

- (ii) subject to section A4.8, provide Funds to the Recipient to cover such costs.

A14.0 TERMINATION WHERE NO APPROPRIATION

A14.1 Termination Where No Appropriation. If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A14.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A14.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A14.2(b).

A14.3 No Additional Funds. For greater clarity, if the costs determined pursuant to section A14.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A15.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A15.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under

which the Province provides the Funds;

- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

A15.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A15.3 Opportunity to Remedy. If, in accordance with section A15.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A15.4 Recipient not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A15.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice

Period;

- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A15.2(a), (c), (d), (e), (f), (g), (h), and (i).

A15.5 When Termination Effective. Termination under this Article will take effect as set out in the Notice.

A16.0 FUNDS AT THE END OF A FUNDING YEAR

A16.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A15.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand the return of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A17.0 FUNDS UPON EXPIRY

A17.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

A18.0 REPAYMENT

A18.1 Repayment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A18.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or

- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise.

A18.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A18.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address referred to in section A19.1.

A18.5 Fails to Repay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A19.0 NOTICE

A19.1 Notice in Writing and Addressed. Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as set out in Schedule “B”, or as either Party later designates to the other by Notice.

A19.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

A19.3 Postal Disruption. Despite section A19.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) the Party giving Notice will provide Notice by email, personal delivery, or fax.

A20.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A20.1 Consent. When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A21.0 SEVERABILITY OF PROVISIONS

A21.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A22.0 WAIVER

A22.1 Waivers in Writing. If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A19.0. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

A23.0 INDEPENDENT PARTIES

A23.1 Parties Independent. The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A24.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A24.1 No Assignment. The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A24.2 Agreement Binding. All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A25.0 GOVERNING LAW

A25.1 Governing Law. The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A26.0 FURTHER ASSURANCES

A26.1 Agreement into Effect. The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A27.0 JOINT AND SEVERAL LIABILITY

A27.1 Joint and Several Liability. Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A28.0 RIGHTS AND REMEDIES CUMULATIVE

A28.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A29.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A29.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A30.0 SURVIVAL

A30.1 Survival. The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, sections

A4.2(d), A4.6, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A11.0, sections A13.2, sections A14.2, A14.3, sections A15.1, A15.2(d), (e), (f), (g) and (h), Article A17.0, Article A18.0, Article A19.0, Article A21.0, section A24.2, Article A25.0, Article A27.0, Article A28.0, Article A29.0 and Article A30.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$836,976.00
Expiry Date	90 days after the final report due date in Schedule “F”
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$1,000.00
Insurance	\$ 2,000,000.00
Contact information for the purposes of Notice to the Province	Name: Ministry of the Environment and Climate Change Attention: Municipal Challenge Fund Coordinator Email: ChallengeFund@ontario.ca
Contact information for the purposes of Notice to the Recipient	Name: Kelly Scherr Address: 300 Dufferin Avenue, London, ON, N6A 4L9 Attention: Ms.Kelly Scherr, Managing Director, Environmental & Engineering Services & City Engineer Email: kscherr@london.ca Telephone: (519) 661-2489 x2391
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Name: Anna Lisa Barbon Position: Managing Director, Corporate Services and City Treasurer, Chief Financial Office Fax: Email: abarbon@london.ca Telephone: (519) 661-2489 x4705

Recipient's Canada Revenue Agency Business Number – for compliance with the <i>Financial Administration Act</i> (Ontario)	1194 20883
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Additional Provisions:

B.1 The following definitions are added to section A1.2 in alphabetical order:

“**Act**” has the meaning set out in Section C.1 of Schedule “C”.

“**CCAP**” has the meaning set out in Section C.1 of Schedule “C”.

“**Community-wide GHG Emissions Inventory**” means a summary of all GHG emissions produced within a community which, at a minimum, includes emissions from buildings, transportation and solid waste within municipal boundaries.

“**Community-wide GHG Emissions Reduction Plan**” means a municipal council-approved document that outlines the Recipient’s strategy for meeting its Community-wide GHG Reduction Targets, including a comprehensive assessment of various GHG emissions reduction strategies and the identification of costs and impacts of specific GHG emissions reduction measures that could be undertaken for specific facilities, operations, areas, or sectors and an implementation strategy that includes resource requirements, a monitoring and evaluation plan, and timelines.

“**Community-wide GHG Reduction Target**” means a goal for reducing GHG emissions from all sources included in the Recipient’s Community-wide GHG Emissions Inventory to a specific level compared to a baseline year.

“**GHG**” means greenhouse gas that traps heat in the atmosphere, and includes carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulphur hexafluoride, and nitrogen trifluoride.

“**Greenhouse Gas Reduction Account**” has the meaning set out in section 71 of the *Climate Change Mitigation and Low-carbon Economy Act, 2016*.

“**Payment Plan**” means the payment plan attached to the Agreement as Schedule “E”.

B.2 The following is added to section A2.1:

- (e) it has, and will continue to have for the term of the Agreement, adequate financial resources to cover normal operating expenses and be a going concern.

B.3 Article A2.0 is amended by adding the following new section:

A2.5 Greenhouse Gas Reduction Account. The Recipient acknowledges that:

- (a) the Funds come from amounts credited to the Greenhouse Gas Reduction Account and as such can only be used, directly or indirectly, for initiatives reasonably likely to reduce, or support the reduction of, GHG, and
- (b) it is receiving Funds for the Project on the basis that the Project is reasonably likely to reduce or support the reduction of GHG,
- (c) components of the Project may be funded from source(s) other than (a) above,

and on the basis of the above acknowledgments, the Recipient agrees and covenants that it shall not register, and shall ensure that no person registers, any component of the Project receiving Funds from amounts credited to the Greenhouse Gas Reduction Account as an offset initiative under the *Climate Change Mitigation and Low-carbon Economy Act, 2016*, or use GHG reductions resulting from any component of the Project receiving Funds from amounts credited to the Greenhouse Gas Reduction Account as the basis for offsetting or displacing GHG emissions. In addition and on the basis of the above acknowledgments, the Recipient agrees and covenants that it shall not register, and shall ensure that no person registers, any component of the Project receiving amounts from source(s) other than (a) above as an offset initiative under the *Climate Change Mitigation and Low-carbon Economy Act, 2016*, or use GHG reductions under any component of the Project receiving amounts from source(s) other than (a) above as the basis for offsetting or displacing GHG emissions, except with the Province's prior written consent.

B.4 Section A4.4 is deleted in its entirety and replaced with the following:

A4.4 No Changes. The Recipient will not make any changes to the Project, the timelines or the Budget without the prior written consent of the Province.

B.5 Article A4.0 is amended by adding the following new sections:

A4.9 Province's Role Limited to Providing Funds. For greater clarity, the Province's role under the Agreement is limited to providing Funds to the

Recipient for the purposes of the Project and to receiving Reports, unless explicitly stated otherwise.

A4.10 **Project Over Budget.** The Recipient acknowledges that should Project expenses exceed the amount of the Funds allocated in the Budget, the Province is not responsible for any additional funding and the Recipient undertakes to incur all further costs necessary to complete the Project.

A4.11 **Moving Funds.** Despite section A4.4, the Recipient may move Funds equaling up to ten percent (10%) of the allocation in one line within a Budget category in Schedule “D” to another line within the same Budget category, except for expenses listed under the Budget category “Other” (if any) in Schedule “D” which may not be moved without approval from the Province. In moving Funds under this section A4.11, the Recipient may not reduce any Budget line by more than ten percent (10%) of its original allocation or increase any Budget line by more than twenty percent (20%) of its original allocation.

A4.12 **Intellectual Property.** The Province is not the owner of any intellectual property generated as a result of the Agreement.

A4.13 **Cash Flow Management.** Despite subsection A4.1(b), in order to more accurately reflect the Recipient’s anticipated cash flow needs, the Province may divide any instalment of the Funds set out in the Payment Plan into two or more smaller instalments based upon the Reports submitted by the Recipient pursuant to section A7.1. If the instalment amount is so divided by the Province, the Recipient may request payment of another instalment by confirming to the Province in a further report pursuant to section A7.1(b) that said instalment will be required in one month’s time.

A4.14 **Additional Funding.** The Recipient acknowledges that it shall not be eligible to apply for or to receive additional funding from any other Greenhouse Gas Reduction Account-funded programs to fund any components of the Project.

B.6 Article 7 is amended by adding the following new section:

A7.7 **Confirmation of GHG Emission Reduction Potential.** After receiving a Report from the Recipient, the Province will verify the GHG emission reduction potential of the Project as set out in the Report. To conduct such verification, the Province may use any of the following provided to it by the Recipient: (i) energy data, (ii) activity levels, (iii) GHG emission factors, and (iv) any underlying assumptions.

B.7 Section A8.1(a) is deleted and replaced with the following:

A8.1 **Acknowledge Support.** Unless otherwise approved by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project using the statement “This project has received funding support from the Government of Ontario. Such support does not indicate endorsement by the Government of Ontario of the contents of this material”;

B.8 Article A8.0 is further amended by adding the following new sections:

A8.3 **Open Data.** Subject to applicable laws, the Recipient gives its consent to the Province for the public release of any information provided under this Agreement including but not limited to the following information, whether in hard copy or in electronic form, on the internet or otherwise: Recipient name, Recipient contact information, Recipient address or general location, amount of Maximum Funds and/or Funds, Project description, Project objectives/goals, Project location, Project results reported by the Recipient including, without limitation, the GHG emission reduction potential of the Project, Budget and any analysis, audit or evaluation reports relating to the Project or to the Agreement performed by either Party. However, the Province and the Recipient agree that such permission does not apply to the following: NIL.

A8.4 **Announcements.** The Recipient shall not publicly announce receiving the Funds or anything to do with the Agreement, including requesting the presence of the Minister of the Environment and Climate Change at one or more Project events, until permitted by the Province.

A8.5 **Use of Ontario logo.** The Recipient may only use the Ontario logo by requesting and obtaining written approval from the Province. The placement of the logo on the Recipient’s materials will clearly identify the Government of Ontario as a funder, funding supporter or sponsor, and not as a partner or similar.

B.9 **Conjunctions.** Where, pursuant to section A9.1, any sections have been modified to add or delete an item from a list, the “and” or “or” conjunction used before the last item on the list shall be deemed to have been moved to the penultimate item on the modified list.

B.10 Article A10.0 is amended by adding the following new section:

A10.2 **MFIPPA.** The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* and that any information provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

B.11 The following event is added to section A15.1:

- (e) the Recipient fails to respond to any inquiry of the Province pertaining to the *Public Sector Salary Disclosure Act, 1996* (Ontario).

B.12 The following consequence is added to section A15.2:

- (j) demand the repayment of an amount equal to, at the discretion of the Province, either the interest earned on the amount demanded under subsection (f), (g) or (h), or the interest imputed to be earned on such amount based on the then current interest rate charged by the Province of Ontario on accounts receivable, calculated from the date of the Event of Default;

B.13 The following is added to section A18.1:

- (c) deduct from any further instalments of Funds an amount equal to, at the discretion of the Province, either the interest earned on the amount deducted under subsection (a) or the interest imputed to be earned on said amount based on the then current interest rate charged by the Province of Ontario on accounts receivable, calculated from the date of overpayment;
- (d) demand that the Recipient pay an amount to the Province equal to, at the discretion of the Province, either the interest earned on the amount deducted under subsection (b) or the interest imputed to be earned on said amount based on the then current interest rate charged by the Province of Ontario on accounts receivable, calculated from the date of overpayment;
- (e) deduct the amounts referred to in both subsection (a) and (c) from any further instalments of Funds; or
- (f) demand that the Recipient pay an amount equal to the amounts referred to in both subsection (b) and (d).

B.14 Article A19.0 is deleted in its entirety and replaced with the following:

A19.0 NOTICE

A19.1 Notice in Writing and Addressed. Notice will be in writing and will be delivered by email addressed to the Province and the Recipient respectively as set out in Schedule "B", or as either Party later designates to the other by Notice.

A19.2 Notice Given. Notice will be deemed to have been give one Business Day after the Notice is delivered.

A19.3 **Notice Not Given.** For clarity, Notice may not be given or received by telephone, postage-prepaid mail, personal delivery, or fax despite the inclusion of a telephone number, fax number or address (if any) in the table in Schedule “B”.

B.15 The following sections are added to section A30.1, Survival, in chronological order: section A2.1(c), section A2.5, sections A4.1(a) and (b), section A4.11, section A4.13, section A7.7, section A8.3, section A8.5, sections A15.2(i) and (j), Article A31.0 and Article A34.0. Notwithstanding the foregoing, section A2.5 and all applicable cross-referenced sections and schedules, including without limitation the definitions in section B.1, will continue in full force and effect until the later of:

- (a) a period of thirty years from the date of expiry or termination of the Agreement; or
- (b) the period of time over which any direct or indirect GHG reduction occurs as a result of any Project component in section C.3.

B.16 The following new provisions are added following Article A30.0 Survival

A31.0 INDIGENOUS CONSULTATION

A31.1 **Notification.** The Recipient agrees to immediately notify the Province if any Indigenous group makes any inquiries about the Project.

A32.0 ACCESSIBILITY

A32.1 Meetings and Events. In using the Funds for meetings, events or similar, the Recipient will consider the accessibility needs of attendees with disabilities, both in terms of physical access to the event/meeting space, as well as access to the event/meeting contents and proceedings. The Recipient will use best efforts to accommodate these needs.

A32.2 Meetings and Events Examples. For assistance with the Recipient’s obligations under section A32.1, examples of areas where accessibility should be considered include: refreshment and dietary arrangements; communications (e.g. alternate formats – large print, screen readers, Braille, audio format; assistive technologies); and venue selection.

A32.3 Venues. In using the Funds for venues, the Recipient will consider the accessibility needs of attendees with disabilities when selecting a venue, both in terms of exterior and interior access. The Recipient will use best efforts to accommodate these needs.

A32.4 Venue Examples. For assistance with the Recipient’s obligations under section A32.3, examples of areas where accessibility should be

considered include: parking, sidewalks/paths of travel, accessible transit, entrances and lobbies, elevators, accessible washrooms, hallways and corridors, and meeting and conference rooms.

A33.0 ENVIRONMENTAL INITIATIVES

A33.1 Meetings. In using the Funds for meetings, the Recipient will use best efforts to hold virtual meetings instead of requiring attendees to travel to meetings in person.

A33.2 Printing. In using the Funds for printing, the Recipient will use best efforts to:

- (a) minimize the need to print documents by scanning and e-mailing documents that might otherwise be printed;
- (b) print or copy double-sided and in black and white when printing or copying is necessary; and
- (c) purchase paper from environmentally responsible sources.

A33.3 Environmentally Responsible Sources. For assistance with the Recipient's obligations under section A33.2(c), environmentally responsible sources provide virgin bulk paper certified by third party verified forest certification systems such as Forest Stewardship Council (FSC), Canadian Standards Association (CSA) or Sustainable Forest Initiative (SFI).

A34.0 PERSONAL INFORMATION and PARTICIPATION BY MINORS

A34.1 Permissions. The Recipient represents, warrants and covenants that it has or will receive permission to disclose the personal information of all individuals whose personal information is disclosed in the Agreement or during the Project, Reports or other reports, and, in the case of minors, the legal guardian or parent has provided such permission on behalf of the minor.

A34.2 Consent of Legal Guardian. The Recipient acknowledges that it is the responsibility of the Recipient to obtain express written consent from the legal guardian of any minors who are involved in any way with the Project.

- END OF ADDITIONAL PROVISIONS -

SCHEDULE “C”

PROJECT DESCRIPTION

C.1 BACKGROUND

The Government of Ontario has taken significant steps to fight climate change and limit GHG emissions. With the passage of the *Climate Change Mitigation and Low-carbon Economy Act, 2016* (the “**Act**”) and release of its 5-year Climate Change Action Plan (“**CCAP**”), the Ontario government has shown a clear and continued commitment to leadership on climate change.

The Act establishes the Government of Ontario’s 2020, 2030, and 2050 GHG reduction targets in law. CCAP creates a foundation on which the Ontario government will develop and build the policies and programs needed to help the province meet the targets set in the Act. The Municipal GHG Challenge Fund is one of the specific actions identified in CCAP to support municipal action on climate change mitigation.

Ontario’s municipal governments own more of Ontario’s infrastructure than any other level of government, and local decisions about buildings, land-use and transportation have significant impacts on how people consume energy and emit GHGs. This is why community-based emission reduction projects are essential to achieving long-term and cost-effective emission reductions in the Province of Ontario.

The Municipal GHG Challenge Fund is aimed at supporting community-led action on climate change. It is a competitive, application-based program that will support GHG emissions reduction projects proposed by municipalities who have or will develop a Community-wide GHG Emissions Inventory, Community-wide GHG Reduction Targets, and a Community-wide GHG Emissions Reduction Plan.

The Project is a GHG reduction project that was proposed by the Recipient and selected for funding through the Municipal GHG Challenge Fund.

The Project was identified as an action item in the Recipient’s 2016 Cycling Master Plan – known as London ON Bikes - a guide and a blueprint for future planning, design, development and programming related to cycling. In addition, the Project also aligns with several of the Recipient’s plans related to lowering transportation-related emissions such as the Recipient’s Community Energy Action Plan, Smart Moves 2030 Transportation Plan, Official Plan (The London Plan), and Our Move Forward - London's Downtown Plan.

Recent plans of the Recipient highlight the need for providing accessible, lower-cost, technology-driven transportation options for Londoners. Bike share ties into three of the Recipient’s 2015-2019 Strategic Plan areas of focus: Strengthening our Community, Building a Sustainable City, and Growing our Economy.

Cycling is an important part of the Recipient’s existing and future multimodal transportation and recreation system and part of the “bigger strategic picture” for the

City of London. As a tool, London ON Bikes contains the information needed to support future decision making in the municipality.

Building and promoting cycling as an option to get to work, school or for fitness and recreation can benefit communities in many ways. London ON Bikes' business case demonstrates that the value of investments in cycling can help to articulate the importance of future commitments to improvements by the Recipient and support from the community.

Transportation represents one of the largest challenges Ontario faces in achieving its emissions reductions targets. More than one-third of Ontario's GHG emissions is caused by the transportation sector, with cars and trucks responsible for more than 70 per cent of the total.

The Bike Share System for the City of London will provide residents and visitors with an opportunity to ride a bike to work, for fun or for fitness and provide GHG emissions-free transportation that will become a core part of the City of London's transportation system.

C.2 PROJECT OBJECTIVE

The objectives of this Project are to reduce GHG emissions from the transportation sector by implementing a bike share system for the City of London and increase community-led planning on climate change mitigation, while providing co-benefits such as job creation.

C.3 SCOPE OF PROJECT

The Recipient will plan, design, implement, promote and launch a bike share system in London, Ontario. The Recipient will then quantify the resulting GHG emissions reductions for 12 months after implementation of the bike share system. The Project will mainly be conducted by Kelly Scherr, Managing Director, Environmental & Engineering Services & City Engineer, Allison Miller, Transportation Demand Management Coordinator, Jay Stanford, Director, Environment, Fleet & Solid Waste, and James Skimming, Manager, Air Quality.

Specifically:

C.3.1. GHG emissions inventory, targets and plan

C.3.1.1. The Recipient will review its existing GHG inventory, targets and plan to ensure they meet or exceed the definitions of Community-wide GHG Emissions Inventory, Community-wide GHG Reduction Targets, and Community-wide GHG Emissions Reduction Plan in section B.1. If the existing GHG inventory, targets and plan do not meet or exceed the definitions in section B.1, the Recipient will either:

- (a) revise or update their GHG inventory, targets, and plan to ensure they meet the definitions of Community-wide GHG Emissions Inventory, Community-wide GHG Reduction Targets, and Community-wide GHG Emissions Reduction

Plan in section B.1; or

- (b) create a Community-wide GHG Emissions Inventory, Community-wide GHG Reduction Targets, and Community-wide GHG Emissions Reduction Plan to meet the definitions of each in section B.1.

C.3.2. Consulting services procurement

C.3.2.1. In accordance with

- the Recipient's Procurement of Goods and Services Policy, and
- the *Broader Public Sector Accountability Act, 2010* and relevant directives including but not limited to the Broader Public Sector Procurement Directive and the Broader Public Sector Perquisites Directive

the Recipient will conduct an open, transparent, and competitive procurement process to identify potential supply sources to assist the Recipient with the implementation of the Project, specifically:

- Phase 1 - Business case development, for approval by City of London Municipal Council;
- Phase 2 - Development and release of a Request for Proposal for the design, build, operate and maintenance of the bike share system; and
- Phase 4 - Program launch and preliminary operations period and acceptance testing to confirm the bike share system meets specified performance criteria.

C.3.2.2. The Recipient's competitive procurement processes will obtain the required services necessary to meet the Recipient's needs in the most economical and efficient manner, through appropriate municipal procurement processes that conform with principles of value for money, vendor access, transparency, fairness, responsible management, geographic neutrality and reciprocal non-discrimination.

C.3.2.3. The Recipient will specify the responsibilities of individuals and organizations at each stage of the procurement process.

C.3.2.4. The Recipient will establish a clear terms of reference for the service assignments including: objectives, background, scope, constraints, staff responsibilities, tangible deliverables/results, timing, progress reporting, approval requirements, and where applicable, knowledge transfer requirements.

C.3.2.5. The Recipient will ensure consistency in the management of procurement-related processes and decisions.

C.3.2.6. The Recipient will ensure that each successful vendor at the conclusion of the procurement process to be undertaken by the Recipient executes specific tasks established in the agreement and stays within the budget.

C.3.3. Phase 1 - Business case development, for approval by City of London Municipal Council

C.3.3.1. The Recipient will develop a business case for Municipal Council to:

- Review existing bike share systems, based on site visits conducted of three bike share systems to see how the bike share system and infrastructure works along with an assessment of their latest operating costs and revenue
- Consolidate analysis of comparator bike share systems
- Identify and map current cycling infrastructure in place within London, Ontario
- Determine cycling infrastructure needed for the implementation of a bike share system in London, Ontario
- Determine recommended service areas for the bike share system that consists of a minimum of 300 bicycles
- Determine criteria for siting bike share service locations
- Determine anticipated warehousing and maintenance space needs
- Determine recommendations for bike share service locations that consists of a minimum of 38 bike share service locations
- Determine anticipated range of fees for bike share system access
- Determine recommended membership level targets
- Provide details on estimated costs and benefits
- Provide a high-level summary implementation plan
- Establish criteria for bike share service provider selection

C.3.3.2. The Recipient will submit the business case to Municipal Council for their review and approval to proceed with a Request for Proposals to design, build, operate, and maintain a bike share system.

C.3.4. Phase 2 - Development and release of a Request for Proposal to design, build, operate and maintain the bike share system

C.3.4.1. In accordance with

- the Recipient's Procurement of Goods and Services Policy, and
- the *Broader Public Sector Accountability Act, 2010* and relevant directives including but not limited to the Broader Public Sector Procurement Directive and the Broader Public Sector Perquisites Directive

the Recipient will conduct an open, transparent, and competitive Request for Proposals to identify potential supply sources to design, build, operate, and maintain a bike share system that includes, but is not limited to, the following:

- Minimum of 300 bicycles
- Minimum of 38 bike share service locations serving the designated service area outlined within the Request for Proposals
- Bicycle maintenance
- Bicycle redistribution equipment
- Station maintenance (if required)
- Website for the bike share system promotion and user registration
- Secure and smart payment system for both registered users and one-time users
- Bike share program branding

- Promotional plan for Phase 3: Pre-launch promotional activities and events and Phase 4: program launch

C.3.4.2. The Recipient's competitive procurement processes will obtain the required goods and services necessary to meet the Recipient's needs in the most economical and efficient manner, through appropriate municipal procurement processes that conform with principles of value for money, vendor access, transparency, fairness, responsible management, geographic neutrality and reciprocal non-discrimination.

C.3.4.3. The Recipient will specify the responsibilities of individuals and organizations at each stage of the procurement process.

C.3.4.4. The Recipient will establish a clear terms of reference for the service and purchase of goods assignments including: objectives, background, scope, constraints, staff responsibilities, tangible deliverables/results, timing, progress reporting, approval requirements, and where applicable, knowledge transfer requirements.

C.3.4.5. The Recipient will ensure consistency in the management of procurement-related processes and decisions.

C.3.5. Phase 3: Construction and development of the bike share system by successful proponent, including pre-launch promotional activities and events

C.3.5.1. The Recipient will ensure that the successful proponent at the conclusion of the procurement process to be undertaken by the Recipient executes the tasks established in the agreement and stays within the budget.

C.3.5.2. The Recipient will carry out pre-launch promotion activities as per the promotion plan outlined in the agreement as per section C.3.5.1., including but not limited to:

- materials such as display banners for public events,
- posters for information boards at community centres and workplaces within the service area,
- hand-out materials for public events,
- social media advertising, and
- print media advertising

C.3.6. Phase 4: Preliminary operations period and acceptance testing to confirm the bike share system meets specified performance criteria, and Program Launch

C.3.6.1. The Recipient will ensure that the bike share program is launched by April 22, 2020.

C.3.6.2. Prior to the official launch date, the Recipient will ensure that the bike share system has been fully operational for at least 3 (three) months.

C.3.6.3. The Recipient will promote the launch of the bike share system as per the

promotion plan outlined within the agreement described in section C.3.5.1.

C.3.7. GHG quantification

The Recipient will quantify the GHG emissions reductions resulting from the bike share system for the first 12 months of operation. The Recipient will also confirm or update the GHG emissions reduction potential over the life of the Project.

GHG emission reduction estimates will be based on the number of bike share trips per year, the average distance travelled per trip, the assumed mode share for vehicle use replaced by using bike share, the current fleet-average fuel economy for vehicles, and assumed future fuel economy improvements for vehicles.

C.4 TIMELINES

The following are the timelines for the Project:

Project Initiative (Work)	Start-Finish Date
C.3.1 GHG emissions inventory, targets and plan	already completed
C.3.2 Consulting services procurement	April 1, 2018 – June 30, 2018
C.3.3 Phase 1 - Business case development, for approval by City of London Municipal Council	July 1, 2018 – January 30, 2019
C.3.4 Phase 2 - Development and release of a Request for Proposal for the design, build, operate and maintenance of the bike share system	February 1, 2019 – August 31, 2019
C.3.5 Phase 3: Construction and development of the bike share system by successful proponent, including pre-launch promotional activities and events	September 1, 2019 – February 29, 2020
C.3.6 Phase 4: Preliminary operations period and acceptance testing to confirm the bike share system meets specified performance criteria, and Program Launch	January 1, 2020 - April 22, 2020
C.3.7 GHG quantification	May 1, 2020 – June 30, 2021

C.5 PROJECT PARTICIPANTS

The Project will be undertaken by the following Project team members:

Organization	Participant Name and Title	Role and responsibility of the participant/ organization in the Project
Recipient	Kelly Scherr, Managing Director, Environmental & Engineering Services & City Engineer	Senior management oversight
Recipient	Allison Miller, Transportation Demand Management Coordinator	Day-to-day project management activities Development of RFP for consultant and bike share system operator Development of the business case Selection of consultant and bike share system operator oversee activities of the selected bike share system operator
Recipient	Jay Stanford, Director, Environment, Fleet & Solid Waste	Senior management direction Development of RFP for consultant and bike share system operator Development of the business case Selection of consultant and bike share system operator Oversee activities of the selected bike share system operator
Recipient	James Skimming, Manager, Air Quality	Overall project management Development of RFP for consultant and bike share system operator Development of the business case Selection of consultant and bike share system operator Oversee activities of the selected bike share system operator GHG emissions inventory, targets and plan

Organization	Participant Name and Title	Role and responsibility of the participant/ organization in the Project
Recipient	Consultant	Assist with development of the business case Assist in development of RFP for bike share system operator Assist with selection of bike share system operator
Recipient	Bike share system operator	Design, build, operate, and maintain the bike share system

Should there be any changes to the above-noted Project team members, the Recipient will advise the Province forthwith. Changes include additions, replacements and vacancies.

C.6 PERFORMANCE MEASURES AND TARGETS

In carrying out the Project, the Recipient will use the following measures and aim to meet the following targets to assess its success in meeting the Project objective:

Performance Measures	Performance Targets
GHG emissions reduction potential of the Bike Share System	Gross GHG reduction: 2,675 tonnes CO2e
Job creation	Creation of at least three local full-time equivalent jobs to operate and maintain the bike share program
GHG emissions reductions resulting from the bike share system for the first 12 months of operation	35 tonnes CO2e
Economic benefits to the community	200,000 bike trips
Number of users in the first 12 months of operation	6,000 users

- END OF PROJECT DESCRIPTION AND TIMELINES -

SCHEDULE "D"

BUDGET

Project Expenditures	Budgeted Cost	Amount from the Funds	Cash confirmed from other sources	Value of confirmed in-kind support	Sources of other funding or in-kind support	When will expenditures be made
STAFF						
C.3.1 GHG emissions inventory, targets and plan				\$250.00	City of London	May 2018
C.3.2 Consulting services procurement				\$1,000.00	City of London	April - June 2018
C.3.3 Phase 1 - Business case development, for approval by City of London Municipal Council				\$4,500.00	City of London	July 2018 – January 2019
C.3.4 Phase 2 - Development and release of a Request for Proposal for the design, build, operate and maintenance of the bike share system				\$4,250.00	City of London	February August 2019
C.3.5 Phase 3: Construction and development of the bike share system by successful proponent, including pre-launch promotional activities and events				\$1,000.00	City of London	September 2019 – February 2020
C.3.6 Phase 4: Preliminary operations period and acceptance testing to confirm the bike share system meets specified performance criteria, and Program Launch				\$1,000.00	City of London	January - April 2020
C.3.7 GHG quantification				\$250.00	City of London	May– June 2021
GOODS						
C.3.5 Phase 3: Construction and development of the bike share system by successful proponent	\$1,564,814	\$782,407.20	\$782,407.20		City of London	February 2019 – February 2020

Project Expenditures	Budgeted Cost	Amount from the Funds	Cash confirmed from other sources	Value of confirmed in-kind support	Sources of other funding or in-kind support	When will expenditures be made
SERVICES						
C.3.5 Phase 3: Pre-launch promotional activities and events, including membership drive and traditional and social media promotion of launch event to the general public	\$48,844.80	\$24,422.40	\$24,422.40		City of London	January – April 2020
C.3.6 Phase 4: Preliminary operations period and acceptance testing to confirm the bike share system meets specified performance criteria, and Program Launch	\$18,316.80	\$9,158.40	\$9,158.40		City of London	April 2020
CONSULTANTS						
C.3.3 Phase 1 - Business case development, for approval by City of London Municipal Council	\$22,896.00	\$11,448.00	\$11,448.00		City of London	July 2018 – January 2019
C.3.4 Phase 2 - Development and release of a Request for Proposal for the design, build, operate and maintenance of the bike share system	\$6,360.00	\$3,180.00	\$3,180.00		City of London	February 2019 – February 2020
C.3.6 Phase 4: Preliminary operations period and acceptance testing to confirm the bike share system meets specified performance criteria, and Program Launch	\$2,544.00	\$1,272.00	\$1,272.00		City of London	April 2020
OTHER						
C.3.5 Phase 3: Pre-launch promotional activities and events, including outreach through employers and neighbourhood organizations	\$10,176.00	\$5,088.00	\$5,088.00		City of London	January – April 2020

Project Expenditures	Budgeted Cost	Amount from the Funds	Cash confirmed from other sources	Value of confirmed in-kind support	Sources of other funding or in-kind support	When will expenditures be made
TOTAL ELIGIBLE COSTS	\$1,673,952.00	\$836,976.00	\$836,976.00	\$12,250.00		
OTHER – INELIGIBLE COSTS SUPPORTING BIKE SHARE						
C.3.5 Phase 3: installation of additional bike parking within bike share system service area	\$51,897.60		\$51,897.60		City of London	January – April 2020
TOTAL COSTS	\$1,725,849.60	\$836,976.00	\$888,873.60	\$12,250.00		

D.1 BUDGET NOTES

(a) **Ineligible costs** – For clarity, in addition to any other costs identified or described as ineligible in the Agreement, the following is a non-exhaustive list of costs for which the Province will not provide any Funds:

- (i) **Purchase or lease of real property** – including but not limited to lease payments, purchase price, taxes, legal fees and disbursements, consultant fees and disbursements;
- (ii) **Legal fees and disbursements and consultant fees and disbursements associated with environmental assessments** - including but not limited to assessments undertaken pursuant to the *Environmental Assessment Act*, R.S.O. 1990, c. E.18, or Ontario Regulation 153/04 made under the *Environmental Protection Act*, R.S.O. 1990, c. E.19;
- (iii) **Operations costs** – back-up systems, spare parts inventory in support of a qualifying system, and operating costs including fuel, electricity, maintenance and insurance costs;
- (iv) **Overhead costs** – office space, supplies, general overhead costs incurred in the ordinary course of business;
- (v) **Fundraising** – any costs related to developing a business case, funding proposal or other activity with a similar aim;
- (vi) **Lobbying** – any costs related to activities undertaken with the actual or perceived intention of lobbying;
- (vii) **Non-Project costs** – any costs not directly related to the Project or capital costs related to ongoing or other business activities that are not a specific requirement of the project;

- (viii) **Pre-Project costs** – any costs which were incurred prior to November 17, 2017;
 - (ix) **Refundable expenses** – costs deemed ineligible in accordance with section A4.8 of Schedule “A”; and
 - (x) Any costs which are an inappropriate use of public funds in the sole opinion of the Province.
- (b) **Administration Expenses** (under “Other”) – Administration expenses are comprised of disbursements such as postage/courier charges, photocopying charges, office supplies, and financial institution service fees incurred in carrying out the Project. The Funds may not be used for avoidable financial institution service fees (e.g. NSF charges). For clarity, administration expenses do not include items such as salary and wages, rent, travel, accommodation and meal expenses, computers, legal fees, audit fees, engineering fees, and other professional fees. Notwithstanding anything contained herein, the portion of administration expenses covered by the Funds shall not include: None.
- (c) **Support Services** (under “Other”) – Support services refer to the time spent by staff in human resources, finance, information technology, and communications departments providing administrative support that can be attributed to the Project. Project managers and key Project participants are not included in support services. Notwithstanding anything contained herein, the portion of support services covered by the Funds shall not include: None.
- (d) **Consultants** – Consultant costs may include reasonable disbursements in addition to fees. However, the Funds may not be used for costs that would otherwise be ineligible or beyond the limits set by this Agreement (e.g. mileage limits) if they were directly incurred by the Recipient. In addition, the Funds may not be used for: None.
- (e) **Equipment/Capital Item Rental** – The Province *may* approve the purchase instead of the rental of equipment or capital items that fulfill the following criteria: (i) the equipment or capital item is being used on multiple occasions throughout the Project; (ii) total rental costs are greater than the one-time purchase cost; (iii) the equipment or capital item is not of a type found in a normal office environment; and (iv) without the Project, it is unlikely that the Recipient would purchase the equipment or capital item. If intending to purchase the equipment or capital item using the Funds, the Recipient must request approval from the Province prior to acquisition of the equipment or capital item.
- (f) **Transportation** (under “Travel and Hospitality”) – Transportation refers to the provision of transportation for meetings or events to the Recipient’s staff or contractors or meeting/event attendees if specified in the Budget. The amount from the Funds used for transportation will be calculated according to the rates in

the [Ontario Government's Travel, Meal and Hospitality Expenses Directive](#) that is current as of the date that the expense is incurred. Transportation will be by the most practical and economical method; tickets (e.g. train, airplane) purchased must be for economy/coach class and when renting a vehicle, the Funds may only be used for a compact model or its equivalent unless approval for a different model is obtained from the Province prior to rental. **The Funds under this Budget line may not be used for:**

- **transportation for meeting/event attendees when the distance to the meeting or event venue is less than: 100 km.**

(g) **Accommodation** (under "Travel and Hospitality") – Accommodation refers to the provision of accommodation for meetings or events to the Recipient's staff or contractors or other meeting/event attendees if specified in the Budget. Accommodation will be in a standard room; the Funds may not be used for hotel suites, executive floors or concierge levels. **The Funds under this Budget line may not be used for:**

- **accommodation for the Recipient's staff or contractors when the distance to the meeting or event venue is less than fill in km;**
- **accommodation for meeting/event attendees when the distance to the meeting or event venue is less than: 100 km; or**
- **penalties incurred for non-cancellation of guaranteed hotel reservations.**

(h) **Food and Beverage – Staff or Contractors** (under "Travel and Hospitality") – The Recipient may use the Funds for the provision of food or beverages to the Recipient's staff or contractors when travelling for Project-related work. The Funds may only be used for meals during such travel periods, subject to the limitations below. The amount from the Funds used for food or beverage will be calculated according to the rates in the [Ontario Government's Travel, Meal and Hospitality Expenses Directive](#) that is current as of the date that the expense is incurred. **The Recipient may only use the Funds for food and beverage if it is collecting and retaining itemized receipts that verify the expenditure.** In addition, **the Funds under this Budget line may not be used for:**

- **non-meal food and beverages;**
- **alcohol;**
- **meals when the travel period is less than 5 hours, calculated from the time the Recipient's staff or contractor leaves their normal place of business (or reasonable alternative origin) to the time the Recipient's staff or contractor returns to the normal place of business (or reasonable alternative destination); or**
- **meals during travel when travel is a part of the Recipient's staff's or contractor's regular job duties.**

(i) **Food and Beverage - Hospitality** (under "Travel and Hospitality") – The Recipient may use the Funds for the provision of food or beverages during Project meetings/events held with the public. If the Funds are being used to pay for meals during public Project meetings or events, the amount from the Funds used for these meals will be calculated according to the rates in the [Ontario Government's](#)

[Travel, Meal and Hospitality Expenses Directive](#) that is current as of the date that the expense is incurred. If the Funds are being used to pay for non-meal food and beverages (e.g. coffee, water, snacks) during public Project meetings or events the amount from the Funds used for these non-meal expenses can be up to the following maximums: \$5/day per person for a half-day public Project meeting/event or \$10/day per person for a full day public Project meeting/event. **The Recipient may only use the Funds for food and beverage if it is collecting and retaining itemized receipts that verify the expenditure.** In addition, the Funds under this Budget line may not be used for:

- alcohol;
- meals (breakfast, lunch and dinner) or non-meal food and beverages outside of public Project meetings/events; or
- food and beverages already covered under the “Food and Beverage – Travel” budget line.

(j) **Overhead** (under “Other”) – The amount from the Funds used for overhead shall only be for expenses related to the Project. Fixed costs incurred by the Recipient regardless of the Project (e.g. mortgage, rent, insurance for the Recipient’s regular operations) are not eligible for coverage by the Funds. Overhead expenses in the Budget include:

(k) **Services** – Costs for services may include reasonable disbursements in addition to fees. However, the Funds may not be used for the following disbursements:
none

D.2 ADDITIONAL FUNDING

The Recipient has requested, but not received confirmation of, additional funding or in-kind support for the Project from the following:

POTENTIAL FUNDER (CASH OR IN-KIND)	PROJECT EXPENDITURES TO BE COVERED	AMOUNT
NIL	NIL	NIL
	TOTAL	

- END OF BUDGET -

SCHEDULE "E"

PAYMENT PLAN

Criteria	Amount
Following Province execution of Agreement evidencing approval of Recipient Project proposal	\$1,000.00
Following Province approval of first interim progress report and financial progress report as set out in Schedule "F"	\$5,724.00
Following Province approval of second interim progress report and financial progress report as set out in Schedule "F"	\$7,314.00
Following Province approval of third interim progress report and financial progress report as set out in Schedule "F"	\$1,590.00
Following Province approval of fourth interim progress report and financial progress report as set out in Schedule "F"	\$782,407.20
Following Province approval of final report as set out in Schedule "F"	\$38,940.80
TOTAL	\$836,976.00

- END OF PAYMENT PLAN -

**SCHEDULE “F”
REPORTING**

Name of Report	Due Date
1. Additional Funding Report(s)	An on-going obligation of the Recipient following the Recipient’s receipt of notification that it will be receiving additional funding for the Project
2. Procurement Report(s)	Immediately following selection of preferred proponent if applicable
3. Interim Progress Report(s)	September 15, 2018 March 15, 2019 September 15, 2019 March 15, 2020
4. Financial Progress Report(s)	September 15, 2018 March 15, 2019 September 15, 2019 March 15, 2020
5. Final Report	June 30, 2021
6. Reports as specified from time to time	On a date or dates specified by the Province.

Report Due Date

Except as noted below, if the due date of any Report falls on a non-Business Day, the due date is deemed to be the next Business Day.

For any Report due on March 31 in a year when March 31 is not on a Business Day, the due date of such report is deemed to be the Business Day immediately prior to March 31.

Reporting Templates

When reporting to the Province, the Recipient will use the templates provided by the Province (if any).

Supporting Documentation

For clarity, the Province may request supporting documentation from the Recipient as

part of the Reports submitted as described in this schedule.

Report Details

1. The Additional Funding Reports will set out:

- (i) an accounting of any other funding received or to be received by the Recipient, including the identification of the funding organization, the amount and the specific aspect of the Project that the additional funding is supporting;
- (ii) confirmation that there is no overlap of funding from the Province and from the other funding entities.

2. The Procurement Reports will set out:

- (i) a description of the procurement process followed by the Recipient to acquire goods or services required to perform the Project;
- (ii) a justification for the selection of the preferred proponent or good which evidences value for money, including, if applicable, confirmation from the supplier that they are the sole supplier of the goods.

3. The Interim Progress Reports will set out:

- (i) actions undertaken to the date of the report, with reference to specific paragraphs of section C.3 (Scope of Project), and how they relate to the objective(s)/desired outcomes of the Project identified in section C.2;
- (ii) any Project milestones achieved within the reporting period and show how Project objectives / expectations have been met;
- (iii) an update to the estimated GHG emissions reduction potential, any variance from the performance target identified in section C.6, and the reasons for such variance;
- (iv) for any staff position covered in whole or in part by the some or all of the Funds, confirmation of the time spent by the staff person on the Project;
- (v) set out any variances from the timelines, the reasons for such variances and the strategy used to correct the variances and achieve the Project objectives;
- (vi) a statement confirming the Recipient is in compliance with the terms and conditions of the Agreement except as disclosed in the interim progress report, signed by the Chief Operating Officer, the Board chair or equivalent.

4. The Financial Progress Reports will set out:

- (i) an interim accounting of all Project expenditures to date signed by the Chief Financial Officer, the Board chair or equivalent, if applicable, confirming actual Project expenditures and providing an explanation for any variances from the Budget;
- (ii) an accounting of any other funding received by the Recipient, the identification of the funding organization, the amount and the specific aspect of the Project that the additional funding is supporting as well as a statement confirming that there is no overlap of funding from the Province and from any other organization;
- (iii) a high-level monthly spending forecast (e.g. total per month) covering the time period between the date of the financial progress report and (a) the date two months beyond the next financial progress report, or (b) the date of the final report if no further financial progress reports; and
- (iii) whether or not the Project as described in the Agreement can be completed.

5. The Final Report will:

- (i) describe actions undertaken in carrying out the Project, with reference to specific paragraphs of section C.3 (Scope of Project) and how they relate to the objectives/desired outcomes of the Project identified in section C.2;
- (ii) discuss Project objectives / expectations, confirming that Project objectives / expectations were met, setting out lessons learned;
- (iii) confirm or update the GHG emission reduction potential, setting out any variance from the performance target identified in section C.6 and the reasons for such variance, and provide the actual GHG emission reductions achieved to date;
- (iv) for any staff position covered in whole or in part by the some or all of the Funds, confirmation of the time spent by the staff person on the Project;
- (v) include a final accounting of all Project expenditures signed by the Chief Financial Officer, and the Board chair or equivalent if applicable, confirming actual Project expenditures and providing an explanation for any variances from the Budget;
- (iv) include an accounting of any unspent Funds and an explanation as to why there are remaining Funds;
- (vii) include a final accounting of the other funding received by the Recipient, the identification of the funding organization, the amount and the specific aspect of the Project that the additional funding supported as well as a statement

confirming that there has been no overlap of funding from the Province and from any other organization; and

- (viii) include a statement signed by the Chief Operating Officer, the Board chair or equivalent confirming Recipient compliance with the terms and conditions of the Agreement, except as disclosed in the final report.

6. Other Reports:

- (i) the Province will specify the timing and content of any other Reports as may be necessary.

– END OF REPORTING –