

TO:	CHAIR AND MEMBERS CORPORATE SERVICES COMMITTEE MEETING ON JULY 17, 2018
FROM:	ANNA LISA BARBON MANAGING DIRECTOR, CORPORATE SERVICES AND CITY TREASURER, CHIEF FINANCIAL OFFICER
SUBJECT	FCM GRANT FUNDING AGREEMENT & RFP 18-23 AWARD FOR CORPORATE ASSET MANAGEMENT PLAN AND POLICY

RECOMMENDATION

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with the advice of the Manager III, Corporate Asset Management, the following actions be taken with respect to the Corporate Asset Management Plan and Policy:

- a) the attached proposed by-law (Appendix B) **BE INTRODUCED** at the Municipal Council meeting to be held on July 24, 2018 to approve the Grant Funding Agreement between The Corporation of the City of London and the Federation of Canadian Municipalities, and authorize the Mayor and the City Clerk to execute the Funding Agreement; it being noted that this will assist with expenditures related to the creation of the 2018 City of London Corporate Asset Management Plan and Strategic Asset Management Policy, in accordance with Ontario Regulation 588/17 – Asset Management Planning for Municipal Infrastructure;
- b) the Mayor and the City Clerk **BE AUTHORIZED** to execute any contract, statement of work or other documents, if required, to give effect to these recommendations;
- c) the proposal submitted by GM BluePlan Engineering Limited, Royal Centre, 3300 Highway No.7, Suite 402, Vaughan, ON L4K 4M3, for the provision of professional services with respect to Corporate Asset Management Plan and Policy at their proposed fees of \$163,989 excluding HST, **BE ACCEPTED**;
- d) the Civic Administration **BE AUTHORIZED** to undertake all the administrative acts that are necessary in connection with the submitted proposal; and,
- e) the approval hereby given **BE CONDITIONAL** upon the City of London entering into a formal contract or having a purchase order, or contract record relating to the subject matter of this approval.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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- January 23, 2018, Report to Corporate Services Committee – Corporate Asset Management FCM Municipal Asset Management Program Grant Application
- January 23, 2018, Report to Corporate Services Committee – Corporate Asset Management Plan 2017 Review
- January 10, 2017, Report to Corporate Services Committee – Corporate Asset Management Plan 2016 Review
- December 1, 2015, Report to Corporate Services Committee – Corporate Asset Management Plan 2015 Review
- August 26, 2014, Report to Corporate Services Committee – Corporate Asset Management Plan 2014.
- December 10, 2013 Report to Corporate Services Committee – State of the Infrastructure Report 2013.

STRATEGIC PLAN 2015-2019

This report and recommendation supports several strategic priorities including:

Building a Sustainable City
Robust Infrastructure

– State of the Infrastructure Report

Leading in Public Service
Proactive financial management

- Multi-year budget development and approval
- Long-term investment strategy
- Explore new revenue streams
- Reserve fund strategy
- Focus on financial sustainability

Excellent service delivery

– At Your Service

BACKGROUND

Ontario Regulation 588/17 – Asset Management Planning for Municipal Infrastructure, under the Infrastructure for Jobs and Prosperity Act, 2015, came into force on January 1, 2018. Improved municipal asset management planning is a vital step in Ontario’s Municipal Infrastructure Strategy. The objective of this regulation is to implement asset management best practices throughout the municipal sector and provide consistency to support collaboration among municipalities, and between municipalities and the province. Building on the province’s 2012 Building Together: Guide for Municipal Asset Management Plans, the regulation sets out requirements for municipal asset management plans and policies, and phases of implementation.

The key requirements of Ontario Regulation 588/17 (“O.Reg 588/17”) include preparation of a Strategic Asset Management Policy and phased implementation of the Asset Management Plan.

Strategic Asset Management Policy

The Strategic Asset Management Policy implementation deadline is July 1, 2019. However, it should be reviewed and updated every five years.

Asset Management Plan (“AMP”)

The AMP has three implementation deadlines as outlined in Figure 1 and summarized below.

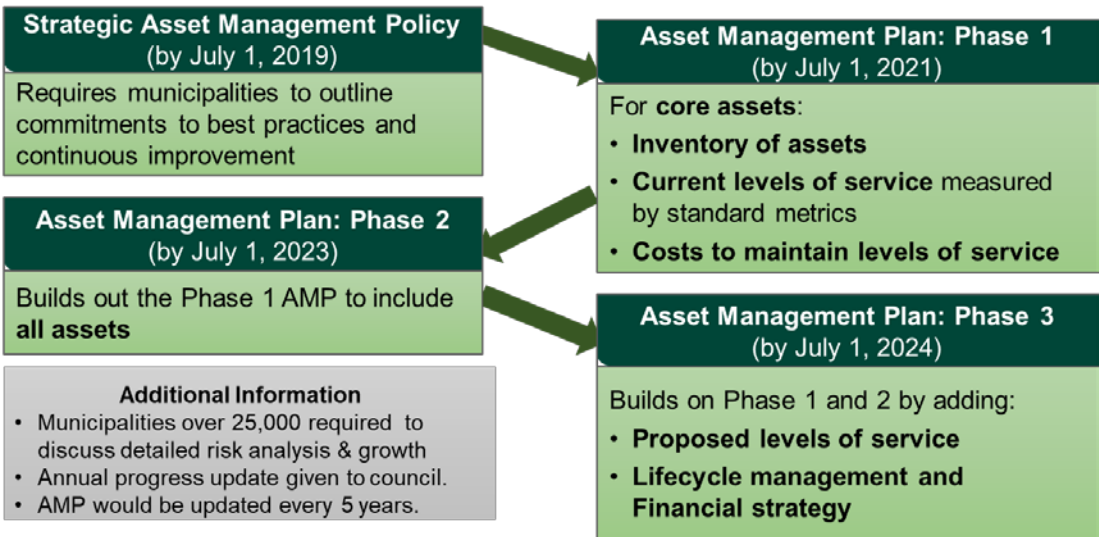


Figure 1 Asset Management Regulation 588/17 Timeline

- i) July 1, 2021 – Preparation of an AMP, including current levels of service, in respect of its core municipal infrastructure which is defined as water, wastewater, storm water, roads, bridges and culverts, by July 1, 2021;
- ii) July 1, 2023 – Preparation of an AMP in respect of all of its other municipal infrastructure

- assets by; and
- iii) July 1, 2024 – Preparation of an AMP, including proposed levels of service, in respect of all its municipal infrastructure assets.

AMP Update - Project Overview

The City of London requires an updated AMP by March 2019 that aligns with O.Reg 588/17 to inform the next 2020-2023 Multi-Year Budget and include a capital forecast to 2029. It is therefore necessary and expected that the analysis will incorporate the future mandates required in O.Reg 588/17. Given that the City of London has:

- i) Dedicated Corporate Asset Management resources;
- ii) An Administrative Asset Management Policy developed in January 2013;
- iii) A State of Infrastructure Report prepared in 2013 and Corporate AMP prepared in January 2014; and
- iv) The intent to continue updating the Corporate AMP every four years, in tandem with the multi-year budget process

The City of London is well positioned to meet the new regulatory requirements; however, procurement of additional resources is imperative to the process of keeping the City of London compliant with the now regulated asset management environment in Ontario. Additional resources will also assist in maintaining London's eligibility for federal programs under the 2014 Building Canada and Federal Gas Tax funds, as well as continuing on our path to implementing best practice asset management across the City of London.

The consulting resources will assist with the development & implementation of:

1. London's Strategic Asset Management Policy

The Strategic Asset Management Policy will include the City of London's goals, policies or plans that are supported by its AMP. It also includes the process by which the AMP is to be considered in the development of the City of London's budget and long-term financial plans, the approach to continuous improvement and adoption of appropriate practices, and the principles to be followed in the City of London's asset management planning.

2. London's Corporate Asset Management Plan (AMP)

The updated Corporate AMP will cover the following elements:

Introduction: It provides an overview of the Plan; its purpose and goals, where it fits with other strategic planning initiatives of the City of London, the scope and duration, the development methodology with its limitations and the need for enhancements, and updates and monitoring.

State of London Infrastructure: It speaks to the asset inventory, its value, condition, age distribution, how London stores its asset data and lessons learned about current asset management practices at the City of London. It also defines and projects the infrastructure funding gap between current investment plans and future infrastructure needs.

Current Levels of Service: It discusses the current level of service information, existing trends and what the future will look like. In addition, a risk analysis and criticality assessment will be conducted in the context of prioritizing expenditures to address any funding shortfalls for different service areas.

Lifecycle Management Strategy: It defines the detailed measures, data sources, targets, and relevant criteria used to drive decisions; as well as how long-term capital plans are developed, including trigger points where condition, risk, and capacity drive the needs to rehabilitate or replace an asset. It further defines the set of lifecycle activities required to maintain the current level of service over the next 10 years.

Financing Strategy: It provides the approach to funding the needs of the asset base to achieve service delivery goals. Moreover, it aims to enhance existing financial practices to effectively fund infrastructure. In addition to sustaining service delivery, funding is needed to address the growing infrastructure gap identified in the State of Infrastructure section.

The consultant will perform duties to ensure the City of London is aligned with O.Reg 588/17 Phases 1 and 2 for the following seven (7) program areas and seventeen (17) service areas directly owned and managed by the City of London.

Program Area	Service Area	Program Area Type
Water, Wastewater Services	Water	Core Assets
	Wastewater – Sanitary	
	Stormwater	
Transportation Services	Roads & Structures	Core Asset
	Traffic	Other Asset
	Parking	Other Asset
Environmental Services	Solid Waste	Other Asset
Parks, Recreation & Neighbourhood Services	Recreation	Other Assets
	Parks	
	Urban Forestry	
Protective Services	Fire	Other Asset
Social and Health Services	Long Term Care	Other Asset
Corporate, Operational & Council Services	Corporate Facilities	Other Assets
	Culture Facilities	
	Fleet	
	Information Technology	
	Land	

FCM Grant Funding

In January 2018, Council directed Civic Administration to apply for a Federation of Canadian Municipalities (“FCM”) grant under the Municipal Asset Management Program (“MAMP”) to offset the cost of acquiring consultant support to update the City Asset Management Plan and Policy.

The MAMP provides funding for projects that will help Canadian cities and communities of all sizes enhance their asset management practices. Activities that are eligible for MAMP funding include the development of asset management policies and plans. The MAMP is also intended to finance activities related to asset management knowledge transfer and asset management training for staff or elected officials. Recipients may only apply for one project in any fiscal year (April-March) and all applications must include a resolution from Council supporting the submission.

The City of London grant funding application was approved for 80% of eligible expenditures up to the maximum funding amount of \$50,000. The FCM Grant funding approval letter is attached (Appendix A), noting that the grant agreement was provided June 2018 to Civic Administration. This resulted in proposing a by-law to authorize and approve the grant funding agreement between the City of London and FCM (Appendix B). The grant funding agreement is included as an attached Schedule 1 of the proposed by-law. A fully executed agreement will be provided once FCM receives a signed and dated Grant Agreement. The project’s duration will be from July 2018 to June 2019 and funding will be received upon FCM’s acceptance of a Final Report, due within 30 days of the project end date.

Updating the City of London’s Corporate Asset Management Plan and Policy is a high priority that aligns with the 2016-2019 Strategic Plan and the best use of potential funds from a successful MAMP application at this time. The timing of the MAMP offered by the FCM is an excellent fit with both the new provincial asset management regulation and civic administration’s desire to update its Corporate Asset Management Plan and Policy by early 2019. Given that FCM will accept applications until June 2020, Civic administration will consider additional applications to the MAMP when elements of the ongoing Corporate Asset Management project warrant application.

Risk Management Assessment

The City Solicitors Office, Risk Management, and Financial and Business Services have reviewed the Grant Agreement. Risk Management advises the Agreement contains an indemnity provision in section (13.01 / 13.02). These clauses cannot be changed and exposes the City of London to limitless liability. In the opinion of Corporate Insurance/Risk Management, this should not stop the City of London from moving forward with final approval of this agreement as the benefits of this project outweigh the potential risks.

Procurement Process and Consultant Selection

Corporate Asset Management in conjunction with Purchasing and Supply advertised for a Consulting Services for Corporate Asset Management Plan and Policy through a Request for Proposal (RFP) process, section 12.0 of the Procurement of Goods and Services Policy. The RFP requested that Proponents submit a proposal with pricing to support the development of a Corporate AMP and Strategic Asset Management Policy, supportive of O.Reg. 588/17. This method of procurement was selected to help ensure that staff could fairly evaluate the submissions in all of the key areas including any value added factors that were to be considered as part of the final selection.

The submissions were reviewed by a panel of City of London representatives from Purchasing & Supply, Corporate Asset Management, Financial Planning & Policy, and Sewer Operations divisions to ensure compliance with the requirements. The evaluation team received seven submissions and scored the proponents based on a predetermined list of criteria and also considered the value added elements that each proponent provided.

The evaluation panel selected GM BluePlan proposal at a price of \$163,989 excluding HST. GM BluePlan proposal scored the highest in the competition and offered the most complete package in the following key areas;

- Project goals and objectives understanding, and ability to develop a clear strategy;
- Approach and Methodology to deliver the project, work plan, and schedule;
- Experience and Quality of Submission; and
- Financial Proposal

The following table shows the list of evaluation criteria and their weights

Evaluation Criteria	Weighting
Project Understanding	8 Points
Approach and Methodology	17 Points
Experience and Quality of Submission	50 Points
Financial Proposal	25 Points
Total	100 Points

Financial Impact

The required project cost as per RFP 18-23 is \$163,989 excluding HST for supporting the City Corporate Asset Management Plan & Policy development. Civic administration has requested a grant from FCM to support the City of London in its Asset Management Plan and Policy. Funding of 80% of eligible expenditures has been approved by FCM for the maximum amount of \$50,000, of which, \$45,000 is to be allocated to asset management policy and plan development (equivalent to 27% of the total project cost) and the remaining \$5,000 allocated to a public outreach programme which includes an asset management awareness video intended as a training and knowledge transfer tool. This results in an estimated balance of \$118,989 to be covered by the City of London which has been identified and available in the approved multi-year Corporate Asset Management operating budget.

CONCLUSION

The City of London Corporate Asset Management Plan is due for update. A new regulation requires adoption of a Strategic Asset Management Policy and development of an Asset Management Plan for all City of London owned assets. The City of London issued a Request for Proposal (RFP18-23) to seek support from consultant firms who are both interested and capable of undertaking the project. GM BluePlan was selected as the successful candidate through the city's procurement process rating high on both quality and cost criteria.

Civic administration requested a grant from the Federation of Canadian Municipalities to offset the cost of acquiring consultant support to update the City of London's Asset Management Plan and Policy. Municipal Asset Management Program funding requires Council approval to be eligible to receive grant funding. The City of London grant funding application was approved for the maximum

funding amount of \$50,000. Funding for the City of London's portion has already been approved in the multi-year Corporate Asset Management operating budget.

Acknowledgements

This report was prepared by the help of Ahmed Eweda, Specialist II – Asset management Nathan de Witt, Specialist II – Asset management, Jason Wills, Manager III – Risk Management and Sarah Denomy, Procurement Officer – Purchasing and Supply.

SUBMITTED BY:	REVIEWED AND CONCURRED BY:
KHALED SHAHATA, PhD, P.Eng MANAGER III, CORPORATE ASSET MANAGEMENT	IAN COLLINS, CPA, CMA DIRECTOR, FINANCIAL SERVICES
RECOMMENDED BY:	
ANNA LISA BARBON, CPA, CGA MANAGING DIRECTOR, CORPORATE SERVICES & CITY TREASURER, CHIEF FINANCIAL OFFICER	

Attach.
Copy to

CAM Steering Team

Appendix A



**President
Présidente**

Jenny Gerbasi
Deputy Mayor
City of Winnipeg, MB

March 26, 2018

**First Vice-President
Première vice-présidente**

Sylvie Goneau
Conseillère
Ville de Gatineau, QC

His Worship Mayor Matt Brown
and Members of Council

City of London
PO Box 5035, 300 Dufferin Avenue
London, Ontario
N6A 4L9

**Second Vice-President
Deuxième vice-président**

Bill Karsten
Councillor
Halifax Regional
Municipality, NS

Title of initiative: City of London Corporate Asset Management Plan and Policy Update
Application number: MAMP-15836

**Third Vice-President
Troisième vice-président**

Garth Frizzell
Councillor
City of Prince George, BC

Dear Mayor Brown and Members of Council:

On behalf of the Municipal Asset Management Program (MAMP) it is my pleasure to confirm that the City of London has been approved for a grant in the amount of up to \$50,000.

**Past President
Président sortant**

Clark Somerville
Councillor
Regional Municipality
of Halton, ON

In the near future, Aymone Agossou will contact Khaled Shahata, Project Manager of the City of London to finalize the agreement for the grant. FCM's obligation to fund the above-noted initiative will only become binding once the agreement is fully executed.

**Chief Executive Officer
Chef de la direction**

Brock Carlton
Ottawa, ON

Public announcements regarding MAMP-funded initiatives are overseen by FCM in partnership with the Government of Canada. Your municipality is welcome to participate in that process, but until authorised by FCM and Infrastructure Canada, any public statements related to the status of the application for MAMP funding are not permitted. This communication protocol is contained in the grant agreement. If you require further information prior to receiving the contract, please contact Aymone at 343-925-6411 or by e-mail at aagossou@fcm.ca.

Thank you for your interest in MAMP. We look forward to working with you to improve asset management practices in your community, and to sharing the results of your initiative with communities across Canada.

Sincerely,

Michael Burt
Manager, Funding

10, rue Rideau Street,
Ottawa, Ontario

**Mailing address/
adresse postale**

24, rue Clarence Street,
Ottawa, Ontario K1N 5P3

T. 613-241-5221
F. 613-241-7440

www.fcm.ca

cc: Khaled Shahata, Project Manager



APPENDIX B

By-law No.

Bill No.
2018

By-law No. A

A by-law to authorize and approve grant funding agreement between The Corporation of the City of London (the "City") and the Federation of Canadian Municipalities' ("FCM") and to authorize the Mayor and the City Clerk to execute the grant funding agreement for City of London Corporate Asset Management Plan and Policy Update.

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

AND WHEREAS FCM is a national organization representing municipalities across Canada;

AND WHEREAS section 9 of the *Municipal Act, S.O. 2001, C.25*, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS the Government of Canada and FCM have established the Municipal Asset Management Program ("MAMP");

AND WHEREAS it is deemed expedient for the City to enter into a contract, grant funding agreement(s) with FCM and relating to MAMP;

AND WHEREAS it is appropriate to authorize the Mayor and the City Clerk to execute the contract, service agreement(s) or contract record on behalf of the City;

NOW THEREFORE the Municipal Council of the City enacts as follows:

1. The Grant Funding Agreement attached hereto as Schedule "1" between The Corporation of the City of London and the Federation of Canadian Municipalities, is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the the Funding Agreement approved in section 1 of this by-law.
3. The Managing Director, Corporate Services and City Treasurer, Chief Financial Officer is delegated the authority to undertake all the administrative, financial and reporting acts, including the "Request for Contribution" and "Letter of Attestation for Expense Claim" Reporting, that are necessary in connection with the Grant Funding Agreement approved in Section 1.
4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on July 24, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading –
Second Reading –
Third Reading –

Schedule 1 of Appendix B

GRANT AGREEMENT

THIS AGREEMENT is effective as of the date of last signature on the signature page.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

(herein called "**Recipient**")

-and-

FEDERATION OF CANADIAN MUNICIPALITIES

(herein called "**FCM**")

WHEREAS:

- (a) the Government of Canada and FCM have established the Municipal Asset Management Program (herein called **MAMP**);
- (b) the Government of Canada has funded Municipal Asset Management Program, which is being administered by FCM;
- (c) FCM has agreed to provide the Recipient with a grant for use by the Recipient solely for the project described in this Agreement; and
- (d) this Agreement contains the terms for the administration and remittance of the grant by FCM to the Recipient and the use of the grant by the Recipient.

NOW THEREFORE, the Parties hereby agree as follows:

ARTICLE 1 DEFINITIONS AND SCHEDULES

1.1 Definitions. Whenever used in this Agreement and unless the context otherwise requires, the following terms have the following meanings:

"Agreement" means this agreement, including all schedules, and all amendments or restatements as permitted;

"Business Day" means any day other than a Saturday, Sunday or statutory holidays in the Province of Ontario;

"Claim" has the meaning ascribed thereto in Section 13.01 of this Agreement;

"Confidential Information" has the meaning ascribed thereto in Section 11.01 of this Agreement.

"Eligible Activities" means any reasonable activities necessary to complete the Project as described in Part 2 of Schedule A attached hereto.

"Eligible Expenditure Date" has the meaning ascribed thereto in Part 4 of Schedule C attached hereto;

"Eligible Expenditures" means those permitted expenditures described in Part 4 of Schedule C attached hereto, for which the Recipient may use the Grant;

"Grant" means the grant set forth in Article 2;

“Grant Amount” means the amount to be disbursed by FCM on account of the Grant up to the maximum amount set forth in Part 1 of Schedule B attached hereto;

“Indemnified Parties” has the meaning ascribed thereto in Section 13.01 of this Agreement;

“Parties” means FCM and the Recipient, and **“Party”** refers to any one of them;

“Project” means the project described in Part 2 of Schedule A attached hereto;

“Project End Date” has the meaning ascribed thereto in Part 2 of Schedule A attached hereto; and

“Project Start Date” has the meaning ascribed thereto in Part 2 of Schedule A attached hereto;

“Receiving Party” has the meaning ascribed thereto in Section 11.01 of this Agreement.

1.2 Schedules. The following annexed Schedules form part of this Agreement and the Parties shall comply with all terms and conditions set-out therein:

Schedule A: Part 1: Conditions of Contribution
Part 2: Description of Project, Statement of Work and Project Expenditures
Part 3: Reporting Requirements and Project Deliverables

Schedule B: Part 1: Grant Amount
Part 2: Particulars of the Sources of Funding
Part 3: Payment Schedule/Period of Funding

Schedule C: Part 1: Request for Contribution, Letter of Attestation and Expense Claim
Part 2: Completion Report Templates
Part 3: Accepted Practices
Part 4: Eligible Expenditures

Schedule D: Contact Information

ARTICLE 2 THE GRANT

2.1 Grant Purpose. FCM is providing the Grant to the Recipient for the sole purpose of assisting the Recipient in the performance of the Project, as described in Part 2 of Schedule A attached hereto.

2.2 Grant Amount. Subject to and in accordance with the terms and conditions of this Agreement and in reliance upon the representations, warranties and covenants of the Recipient hereinafter set forth, FCM agrees to contribute towards the Eligible Expenditures, the Grant Amount, as more particularly described in Part 1 of Schedule B attached hereto.

2.3 Disbursement of Grant.

- (a) FCM shall disburse the Grant in accordance with Part 3 of Schedule B attached hereto.
- (b) No portion of the Grant shall be disbursed by FCM without it first receiving from the Recipient a completed Request for Contribution in accordance with Part 1 of Schedule C attached hereto.
- (c) Provided that the Conditions of Contribution set-out in Part 1 of Schedule A attached hereto are satisfied, the Recipient may request the Grant by delivering to FCM the appropriate Request for Contribution in accordance with Part 1 of Schedule C attached hereto at least

30 days before the requested date of disbursement; the requested date of disbursement may be delayed if the Request for Contribution delivered by the Recipient to FCM is not, in FCM's sole discretion, satisfactory and revisions or supplemental documentation are required.

- 2.4 Term. This Agreement shall continue in force until FCM has received and notified the Recipient of its satisfaction with all reports required to be completed by the Recipient in accordance with the terms and conditions of this Agreement, or until the Agreement has been terminated in accordance with Section 12.01, whichever shall first occur.

ARTICLE 3 CONDITIONS OF CONTRIBUTION

- 3.01 Conditions of Contribution. Subject to Section 2.03, the obligation of FCM to disburse the Grant to the Recipient is conditional upon the Recipient satisfying the conditions set-out in Part 1 of Schedule A attached hereto, to the satisfaction of FCM.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

- 4.1 Representations and Warranties. The Recipient represents and warrants that:
- (a) it is duly established under the laws of the Province of Ontario and has the legal power and authority to enter into, and perform its obligations under this Agreement and the Project;
 - (b) this Agreement has been duly authorized and executed by it and constitutes a valid and binding obligation of it, enforceable against it in accordance with its terms;
 - (c) neither the making of this Agreement nor the compliance with its terms and the terms of the Project will conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under any indenture, debenture, agreement or other instrument or arrangement to which the Recipient is a party or by which it is bound, or violate any of the terms or provisions of the Recipient's constating documents or any license, approval, consent, judgment, decree or order or any statute, rule or regulation applicable to the Recipient;
 - (d) no litigation, arbitration or administrative proceedings are current or pending or have been threatened, and so far as the Recipient is aware no claim has been made, which is likely to have an adverse effect on its preparation and/or delivery of the Project or its compliance with its obligations under this Agreement; and
 - (e) it has the right to grant the license set out in Section 6.02 of this Agreement.

ARTICLE 5 COVENANTS

- 5.1 Affirmative Covenants. Unless FCM shall otherwise agree in writing, the Recipient covenants and agrees that it shall:
- (a) use the Grant only for Eligible Activities relating to the Project;
 - (b) carry out the Project and conduct the activities thereof in compliance with all applicable laws and regulations and, without restricting the generality of the foregoing, in compliance with all labour, environmental, health and safety and human rights legislation applicable to the Project;

- (c) carry out the Project with due diligence and efficiency and in accordance with sound engineering, scientific, financial and business practices;
- (d) provide FCM with prompt notice of any:
 - (i) material change to the Project;
 - (ii) proposed change in the nature or scope of its legal status; or
 - (iii) act, event, litigation or administrative proceeding that does or may materially and adversely affect the Project or may materially and adversely affect the ability of the Recipient to perform its obligations under this Agreement or the Project.

5.2 Negative Covenants. Unless FCM shall otherwise agree in writing, the Recipient shall not:

- (a) use the Grant for expenditures that are not Eligible Expenditures;
- (b) for 5 years after the date of this Agreement, sell, assign, transfer, lease, exchange or otherwise dispose of, or contract to sell, assign, transfer, lease, exchange or otherwise dispose of, any of the real or personal property, whether movable or immovable, acquired, purchased, constructed, rehabilitated or improved, in whole or in part, with the Grant (the “**Assets**”); if at any time within 5 years after March 31, 2021, the Recipient sells, assigns, transfers, leases, exchanges or otherwise disposes of any Asset other than to the Government of Canada, a local government, or with the Government of Canada’s consent, the Recipient may be required to pay back to FCM, at FCM’s sole discretion, all or a portion of the Grant that was disbursed by FCM to the Recipient.

ARTICLE 6 INTELLECTUAL PROPERTY

- 6.1 Intellectual Property. Copyright in all reports, documents and deliverables prepared in connection with this Agreement and listed in the Schedules of this Agreement by or on behalf of the Recipient (the “Recipient Documentation”) will be the exclusive property of, and all ownership rights shall vest in either the Recipient or, subject to the Recipient’s ability to grant the license set out in Section 6.02, a person or entity engaged to develop the Recipient Documentation on behalf of the Recipient.
- 6.2 License. The Recipient hereby grants to FCM an irrevocable, perpetual, worldwide, royalty-free, license, to use, publish, make improvements to, sub-license, translate and copy the Recipient Documentation. This license shall survive the expiration or termination of this Agreement.

ARTICLE 7 APPROPRIATIONS

- 7.01 Appropriations. Notwithstanding FCM’s obligation to make any payment under this Agreement, this obligation does not arise if, at the time when a payment under this Agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for the Government of Canada making the necessary payment to FCM for the project or program in relation to which the Grant is being provided. FCM may reduce, delay or terminate any payment under this Agreement in response to the reduction or delay of appropriations or departmental funding levels in respect of transfer payments, the project or program in relation to which the Grant is being provided, or otherwise, as evidenced by any appropriation act or the federal Crown’s main or supplementary estimates expenditures. FCM will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action,

whether in contract, tort or otherwise, arising from any such reduction, delay or termination of funding.

**ARTICLE 8
MEMBERS OF THE HOUSE OF COMMONS AND SENATE**

- 8.01 No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement, or to any benefit arising from it, that is not otherwise available to the general public. The Recipient will promptly inform FCM should it become aware of the existence of any such situation.

**ARTICLE 9
NO BRIBES**

- 9.01 The Recipient guarantees that no bribe, gift or other inducement has been paid, given, promised or offered to any person in order to obtain this Agreement. Similarly, no person has been employed to solicit or secure the Agreement upon any agreement for a commission, percentage, brokerage or contingent fee. The Recipient also guarantees that it has no financial interest in the business of any third party that would affect its objectivity in carrying out the Project.

**ARTICLE 10
AUDIT AND ACCESS**

10.1 Audit and Access.

- (a) FCM reserves the right to undertake, at any time, at its expense, any audit of the records and accounts of the Recipient in relation to the Project. The Recipient agrees to ensure that prompt and timely corrective action is taken in response to any audit findings and recommendations conducted in accordance with this Agreement. The Recipient will submit to FCM in a timely manner, a report on follow-up actions taken to address recommendations and results of the audit.
- (b) The Recipient shall maintain proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, employee timesheets, and vouchers, in respect of the Project. The Recipient covenants and agrees that it shall keep all such books and records of the Project for at least 6 years after the termination of this Agreement.
- (c) Upon FCM's request with reasonable prior notice thereto, the Recipient shall provide FCM and its designated representatives with reasonable and timely access to sites, facilities, and any documentation relating to the Project for the purposes of audit, inspection, monitoring, evaluation, and ensuring compliance with this Agreement, and permit FCM to communicate directly with, including the receipt of information from, its external auditors regarding its accounts and operations relating to the Project.
- (d) The Government of Canada, the Auditor General of Canada, and their designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of this Agreement and any records and accounts respecting the Project and will have reasonable and timely access to sites, facilities and any documentation relevant for the purpose of audit.

**ARTICLE 11
CONFIDENTIALITY**

11.1 Confidentiality.

- (a) All processes, documents, data, plans, material, policies or information pertaining to either Party's operations which is obtained by the other Party ("**Receiving Party**") or furnished to the Receiving Party in connection with this Agreement and expressly identified as confidential thereby, including, without limitation, the terms of this Agreement, ("**Confidential Information**") shall be maintained by the Receiving Party in strict confidence and shall not be disclosed to any person or entity for any reason or used by the Receiving Party except as necessary for it to perform its obligations hereunder.
- (b) The limitations contained in this section shall not apply to (a) Confidential Information which is in the public domain at the time of disclosure; (b) Confidential Information that becomes part of the public domain after disclosure through no fault of the Receiving Party; (c) Confidential Information that the Receiving Party can prove was known by the Receiving Party at the time of disclosure; (d) Confidential Information that the Receiving Party can prove was supplied to the Receiving Party by a third party or was independently developed by the Receiving Party; or (e) Confidential Information required to be disclosed pursuant to judicial process.

ARTICLE 12 TERMINATION

12.1 Termination of the Agreement.

- (a) FCM may terminate this Agreement:
 - (i) if the Recipient breaches any term or condition of this Agreement, and fails to remedy such breach upon the expiry of 15 Business Days' written notice from FCM of such breach or, with respect to a breach that cannot be remedied within the 15 Business Day period, such longer period of time as FCM may reasonably provide the Recipient to remedy the breach, provided the Recipient has commenced to remedy the breach within the 15 Business Day period and is actively and diligently taking appropriate measures to remedy the breach;
 - (ii) if the Recipient becomes insolvent and/or proceedings have been commenced under any legislation or otherwise for its dissolution, liquidation or winding-up, or bankruptcy, insolvency or creditors' arrangement proceedings have been commenced by or against the Recipient;
 - (iii) if, in FCM's sole discretion, the Project cannot be completed as initially presented; and
 - (iv) if the Parliament of Canada fails to pass an appropriation that is sufficient and constitutes lawful authority for the Government of Canada making the necessary payment to FCM for the project or program in relation to which the Grant is being provided.
- (b) Either Party may, on not less than 30 days' prior written notice to the other Party, terminate this Agreement.

12.2 Effect of Termination. If this Agreement is terminated pursuant to Section 12.01, the Recipient may be:

- (a) reimbursed for all or a portion of the expenses they have incurred in relation to the Project up to the effective date of termination; or

- (b) required to pay back to FCM all or a portion of the Grant Amount that was disbursed by FCM to the Recipient prior to the effective date of termination;

as applicable, all subject to FCM's sole discretion and satisfaction, taking into consideration out-of-pocket expenses incurred and results reported by the Recipient in connection with the Project.

ARTICLE 13 INDEMNITY

- 13.1 Indemnity. The Recipient hereby agrees to indemnify and hold harmless FCM and its officers, directors, employees and agents (collectively, 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 (collectively, a "**Claim**"), 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 this Agreement, but only to the extent that such Claim arises out of or is in connection with the Recipient's breach of this Agreement or is caused by the negligence or wilful misconduct of the Recipient in the performance of its obligations hereunder or otherwise in connection with the Project.
- 13.2 Intellectual Property Indemnity. Recipient shall defend or settle at its expense any claim or suit against FCM arising out of or in connection with an assertion that the Recipient Intellectual Property infringes any intellectual property right and Recipient shall indemnify and hold harmless FCM from damages, costs, and attorneys' fees, if any, finally awarded in such suit or the amount of the settlement thereof; provided that (i) Recipient is promptly notified in writing of such claim or suit, and (ii) Recipient shall have the sole control of the defense and/or settlement thereof.

ARTICLE 14 MISCELLANEOUS PROVISIONS

- 14.1 Notice. Any notice, document or other communication required to be given under this Agreement shall be in writing and shall be sufficiently given if sent by personal delivery/courier, registered mail or email to the other Party at its address indicated in Schedule D attached hereto, or to such other address, email address or person that the Party designates in writing to the other Party. The notice shall be deemed to have been delivered on the day of personal delivery, on the day received by email (as evidenced by a transmission confirmation), or on the fifth day following mailing.
- 14.2 Relationship of the Parties. The relationship between the Recipient and FCM is, and shall at all times be and remain, essentially that of a recipient and a grantor, and this Agreement does not and shall not be deemed to create a joint venture, partnership, and fiduciary or agency relationship between the Parties for any purpose. Neither the Recipient, nor any of its personnel are engaged as an employee, servant or agent of FCM.
- 14.3 Public Announcements. The Recipient shall cooperate with FCM, who will lead the preparation and issuance of the public funding announcement for the Project and/or the coordination of a public announcement event attended by FCM and the Government of Canada. The Recipient will be informed of the process immediately after the signature of this Agreement. If any public statement or release is so required, the Recipient shall promptly inform FCM of upcoming promotional events related to the Project and allow FCM and the Government of Canada to participate in such media activities or events.
- 14.4 Project Branding. The Recipient shall recognize and state in an appropriate manner, as approved by FCM, the financial assistance offered by FCM concerning the Project and the contribution of the Government of Canada to FCM, as specified in Part 3 of Schedule C attached hereto. If requested by FCM, the Recipient shall have affixed, in content, form, location and manner acceptable to FCM, signage acknowledging the contribution of FCM and the Government of Canada to the Project. The

Recipient shall adhere to the policies regarding the use of graphic design elements and signage as specified in Part 3 of Schedule C attached hereto.

- 14.5 Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, understandings, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided.
- 14.6 Survival. Except as otherwise provided herein, those sections of this Agreement which, by the nature of the rights or obligations set-out therein might reasonably be expected to survive any termination or expiry of this Agreement, shall survive any termination or expiry of this Agreement.
- 14.7 Amendments. No amendment of the Agreement will have any force or effect unless reduced to writing and signed by both Parties.
- 14.8 Assignment. This Agreement cannot be assigned by either of the Parties hereto without the prior written consent of the other Party.
- 14.9 Enurement. This Agreement shall enure to the benefit of, and shall be binding upon, the Parties and their respective, heirs, executors, administrators, successors and permitted assigns.
- 14.10 Governing Law. This Agreement shall be governed by and construed in accordance with the law of the Province of Ontario and the federal laws of Canada applicable therein.
- 14.11 Severability. Each of the binding provisions contained in this Agreement is distinct and severable. Any declaration by a court of competent jurisdiction of the invalidity or unenforceability of any binding provision or part of a binding provision will not affect the validity or enforceability of any other provision of this Agreement.
- 14.12 Waiver. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Agreement, or the waiver by any Party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.
- 14.13 Counterparts. This Agreement may be executed and delivered (including by facsimile transmission or in protocol document format ("PDF")) in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement as of the date written below.

THE CORPORATION OF THE CITY OF LONDON,

Per: _____

Name: Matt Brown

Title: Mayor

Date: _____

Per: _____

Name: Catharine Saunders

Title: City Clerk

Date: _____

We have authority to bind the Recipient herein.

FEDERATION OF CANADIAN MUNICIPALITIES,

Per: _____

Name: Kate Fleming

Title: Program Director, MAMP

Date: _____

I have authority to bind FCM herein.

Schedule A

Part 1 Conditions of Contribution

The obligation of FCM to disburse the Grant Amount is conditional upon the Recipient satisfying the following conditions, to the satisfaction of FCM:

- Completed Request for Contribution in the form of Part 1 of Schedule C;
- Receipt and acceptance of Final Report, which is due within 30 days of Project end date, in accordance with the reporting template Part 2 of Schedule C;
- Receipt and acceptance of Evidence of Deliverables, as noted in the Final Report;
- Receipt and acceptance of Expense claim;
- Letter of Attestation for Expense Claim, including confirmation that all expenses claimed are Eligible Expenditures, in the format of Part 4 of Schedule C.

The Recipient acknowledges and agrees that, notwithstanding the foregoing conditions, FCM's obligation to disburse the Grant Amount is subject to Article 7 of the Agreement.

Schedule A

Part 2 Description of Project, Statement of Work and Project Expenditures

The Recipient will undertake a Project in accordance with the phases, activities and/or milestones outlined in the below Statement of Work.

Project Number: MAMP 15836 – The Corporation of the City of London, Ontario
Project Title: City of London Corporate Asset Management Plan and Policy Update
Project Sector: Asset management (MAMP)
Project Type: MAMP Projects

Project Start Date	Project End Date
31 July 2018	30 June 2019

Project Description

In the spring of 2018 the City of London will embark on the creation of its second Corporate Asset Management Plan after publishing its first edition in 2014. London will create a document that is compliant with Ontario Regulation 588/17 - Asset Management Planning for Municipal Infrastructure which came into force January 1, 2018. This Plan will serve as a guiding document for the management of the City's \$10.9 billion (2012 estimate) of core infrastructure used to deliver services to the London community.

Activity	Deliverable
1. Produce an Asset Management Plan video for Public Outreach	A copy of the Public Outreach Video developed.
2. Produce a Council approved Strategic Asset Management Policy	A Copy the Strategic Asset Management Policy & evidence that it has been approved by Council.

Activity	Deliverable
3. Produce a Council Approved Corporate Asset Management Plan, including: <ul style="list-style-type: none"> • Summarize State of London Infrastructure • Document Current Levels of Service • Develop the Lifecycle Management Strategy • Develop the Financing Strategy 	A copy of the Final 2018 City of London Corporate Asset Management Plan, which should include: <ul style="list-style-type: none"> • Summary State of London Infrastructure; • Current Levels of Service; • Lifecycle Management Strategy; and • Financing Strategy.

Activity	Start date:	End date:	Eligible Expenditures (\$)	Ineligible Expenditures (\$)	Total Expenditure (\$)
Produce an Asset Management Plan video for Public Outreach	31 July 2018	30 June 2019			
Administrative & Overhead: City Graphic Design of Report Document & Asset management Plan outreach video			\$5,000.00	\$0.00	\$5,000.00
Activity 1 Subtotals			\$5,000.00	\$0.00	\$5,000.00
Produce a Council approved Strategic Asset Management Policy	31 July 2018	30 June 2019			
Hire an external consultant in accordance with the terms of City's Procurement of Goods & Services Policy			\$0.00	\$0.00	\$0.00
Consultants & Subcontractors: Contribute to draft, review and provide feedback on policy.			\$5,000.00	\$0.00	\$5,000.00
Activity 2 Subtotals			\$5,000.00	\$0.00	\$5,000.00
Produce a Council Approved Corporate Asset Management Plan, including:					
<ul style="list-style-type: none"> • Summarize State of London Infrastructure • Document Current Levels of Service • Develop the Lifecycle Management Strategy • Develop the Financing Strategy 	31 July 2018	30 June 2019			
Consultants & Subcontractors: Support the development and summarize the State of London Infrastructure; include asset inventory owned and directly managed by the City of London, it's worth and condition. Describe the asset portfolio & State assumptions used to prepare the Plan.			\$25,000.00	\$0.00	\$25,000.00
Consultants & Subcontractors: Document the current levels of service being provided and the current performance of each asset category.			\$15,000.00	\$0.00	\$15,000.00
Consultants & Subcontractors: Develop the Lifecycle Management Strategy; outline lifecycle activities that would need to be undertaken to maintain the current levels of service for core service areas (i.e. Water, Wastewater, Stormwater, Roads & Bridges, Facilities, Parks and Recreation) for the next 10 years.			\$25,000.00	\$0.00	\$25,000.00
Consultants & Subcontractors: Support the development of the Financing Strategy; including the development of a corporate integrated long-term plan, conduct cost analysis, forecast replacement cost and update the City's infrastructure gap.			\$25,000.00		\$25,000.00
Consultants & Subcontractors: Support the development of the Corporate Asset Management Plan; Identify critical assets, associated			\$15,000.00		\$15,000.00

associated risks and risk management strategies. Identify and prioritize CAM improvement actions including resources/time frames.			
Activity 3 Subtotals	\$105,000.00	\$0.00	\$105,000.00
Total Expenditures	\$115,000.00	\$0.00	\$115,000.00

Total Eligible Expenditures	\$115,000.00
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Schedule A

Part 3 Reporting Requirements and Project Deliverables

The following report is to be provided to FCM at the completion of the Project. The format of the report is as provided in Part 2 of Schedule C.

Name of Report	Due Date:	Content
Final Report	30 July 2019	The content and format of this report is provided in Schedule C, Part 2.

Schedule B

Part 1 Grant amount

Subject to the terms and conditions of this Agreement, FCM agrees to contribute towards the Eligible Expenditures an amount (the “**Grant Amount**”) that is equal to the lesser of:

the sum of Fifty thousand dollars (\$50,000.00); or

eighty percent (80.0%) of Eligible Expenditures;

Notwithstanding the foregoing, if the aggregate amount of funding received or to be received from all sources of funding, other than the Recipient, as described in Part 2 of Schedule B (all as determined and calculated by FCM) is greater than the total expenditures incurred by the Recipient in respect of the Project then FCM may reduce the Grant Amount to such amount as it deems appropriate, in its sole and absolute discretion.

Schedule B

Part 2 Particulars of the Sources of Funding

The funding sources for this initiative are outlined in the table below. Each funding source indicates the amount of funding and when the funding was confirmed or is expected to be confirmed.

Funding source	Description	Confirmed (Y/N)	Date committed DD-MM-YYYY	Amount (\$)	% of total budget
FCM Grant	Grant	Y	26 March 2018	\$50,000.00	43.4%
<i>City of London - Corporate Asset Management 2018& 2019 Operating Budget</i>	2016-2019 Approved Budget	Y	30 January 2018	\$65,000.00	56.6%
Total funding:				\$115,000.00	100.0%

Budget total expenditures	\$115,000.00
Budget total Eligible Expenditures	\$115,000.00

Schedule B

Part 3 Payment Schedule/ Period of Funding

FCM will disburse the Grant Amount as determined in this table upon completion of activities, as evidenced by submission and acceptance by FCM of the Final Report and a Request for Contribution.

The Final Report and Request for Contribution must be submitted at least 30 days prior to the requested date of disbursement.

The Recipient must notify FCM in writing of any anticipated delays in this disbursement schedule. FCM reserves the right to adjust dates of disbursement or amounts subject to Article 7 of the Agreement.

Deliverable	Date of Report Submission	Forecast Date of Disbursement	Maximum Amount of Disbursement
Final Report	30 July 2019	30 August 2019	\$50,000.00

Period of Funding:

The Period of Funding is defined as the period between Project Start Date and 30 days after the Project End Date as set out in Part 2 of Schedule A.

Schedule C

Part 1 Request for Contribution, Letter of Attestation and Expense Claim

[LETTERHEAD OF THE RECIPIENT]

[Address]
[Date]

Federation of Canadian Municipalities
24 Clarence Street
Ottawa, Ontario
K1N 5P3

Attention: Aymone Agossou
Project Officer - MAMP

Ladies and Gentlemen:

Re: MAMP – no. 15836 Agreement between the Federation of Canadian Municipalities (as Trustee) and The Corporation of the City of London (“Recipient”) (the “Agreement”)

I, **[Instruction: insert the name of a person named in the Agreement]**, the **[Instruction: insert the title]**, of the Recipient certify and confirm that the Recipient is requesting the Contribution and that the Recipient has satisfied each condition of contribution listed below. I understand that all information below must be submitted and accepted in order for FCM to be able to proceed to funds transfer.

I am attaching to this request for contribution all documents specified in Part 1 of Schedule A:

- Project Final Report, with all content specified in the template (Part 2 of Schedule C)
- Evidence of Deliverables (as noted in the Final Report)
- Letter of Attestation (Schedule C)
- Expense Claim (Schedule C)

In addition, I have also attached the following document(s):

- Updated statement of funding sources and amounts (Part 2 of Schedule B)

The The Corporation of the City of London would like to have the Contribution to be disbursed to the following account:

Name of Bank: **XXXXXXXXXXXXXXXX**
 Address of Bank: **XXXXXXXXXXXXXXXX**
 Telephone no. of Bank: **XXX-XXX-XXXX**
 Bank no.: **XXX [3 Digits]**
 Transit no.: **XXXXXX [5 Digits]**
 to the credit of Recipient's Account no.: **XXXXXXXXXXXXXXXX**

Signature: _____ Date: _____

Schedule C

Letter of Attestation for Expense Claim

[LETTERHEAD OF THE RECIPIENT]

[Address]

[Date]

TO: The Federation of Canadian Municipalities

This letter of attestation (the “**Letter**”) is issued pursuant to the Agreement #15836 (project number) dated (the “**Agreement**”) between the Federation of Canadian Municipalities (“**FCM**”) and the The Corporation of the City of London (the “**Recipient**”), and in support of the expense claim submitted by the Recipient to FCM for reimbursement of expenses incurred and paid by the Recipient in relation to the Project (the “**Expense Claim**”).

All defined terms used in this Letter and not otherwise defined shall have the corresponding meaning in the Agreement.

I am an authorized officer of the Recipient and I hereby certify, in satisfaction of the terms and conditions of the Agreement, that:

- i. All expenses claimed in the Expense Claim have been incurred and paid by the Recipient;
- ii. All expenses claimed in the Expense Claim relate to the Project;
- iii. All expenses claimed in the Expense Claim relate to Eligible Activities in compliance with the eligible activity requirements described in Part 4 of Schedule C to the Agreement; and
- iv. All expenses claimed in the Expense Claim are Eligible Expenditures in compliance with the eligible expenditure requirements described in Part 4 of Schedule C to the Agreement.
- v. All expenses claimed have been incurred during the Period of Funding.

Name and title of authorized officer of Recipient

Signature

Date

Expense Claim

[LETTERHEAD OF THE RECIPIENT]

[Address]

[Date]

Project Number	MAMP 15836
Project Title	City of London Corporate Asset Management Plan and Policy Update

The following expenditures have been incurred from the period between **XXXX** and **YYYY** for the completion of the activities identified.

Activity Completed	Total Budgeted Expenditures (\$) (as per Part 2 of Schedule A per activity)	Total Actual Eligible Expenditures Net of Tax Rebates per activity (\$)	Total Actual Ineligible Expenditures Net of Tax Rebates per activity (\$)	Total Actual Expenditures Net of Tax Rebates per activity (\$)
Produce an Asset Management Plan video for Public Outreach				
Produce a Council approved Strategic Asset Management Policy				
3. Produce a Council Approved Corporate Asset Management Plan, including: <ul style="list-style-type: none"> • Summarize State of London Infrastructure • Document Current Levels of Service • Develop the Lifecycle Management Strategy • Develop the Financing Strategy 				
Total Expenditure (\$)	\$	\$	\$	

Expenditures Incurred by Expenditure Category (as per Part 4 of Schedule C)	Total Actual Eligible Expenditures Net of Tax Rebates (\$)	Total Actual Ineligible Expenditures Net of Tax Rebates (\$)	Total Actual Expenditures Net of Tax Rebates (\$)
Administrative and Overhead Expenditures			
Capital Expenditures			
Equipment Rental			
In-Kind	N/A		
Training			
Professional and/or Technical Services			
Staff remuneration			
Supplies and Materials			
Travel and accommodation			
Total Expenditures Incurred (\$)	\$	\$	\$

Schedule C

Part 2 Completion Report Templates

FINAL REPORT

FCM's Municipal Asset Management Program (MAMP)

Project number	(Pre-filled by MAMP)(Pre-filled by MAMP)
Project title	(Pre-filled by MAMP)
Name of lead applicant (organization)	(Pre-filled by MAMP)
Name of Authorized Officer (signatory)	
Date	

Note: If completing this form electronically, the boxes will expand to accommodate text.

1. Reporting on activities

Activity	Completed? Y/Partial/No	Deliverable	Title of submitted deliverable document
1. (Pre-filled by MAMP)	Choose an item	(Pre-filled by MAMP)	
2. (Pre-filled by MAMP)	Choose an item	(Pre-filled by MAMP)	
3. (Pre-filled by MAMP)	Choose an item	(Pre-filled by MAMP)	

For any activities marked No or Partial above, please explain the deviation from the scope of work.

2. Reporting on outcomes

Conduct a final self-assessment using the [Asset Management Readiness Scale](#). We recommend that you bring a cross-functional group of staff together to do this assessment. Referring to the Asset Management Readiness Scale, look at the outcome statements for each level. Identify which outcomes you have achieved. If you have completed all the outcomes for a particular level, you have completed that level. Based on your self-assessment, complete the table below.

Competency	Project readiness level at start of project (as stated in application)	Project readiness level at end of project (level for which you have completed all outcomes)	Notes on progress made For each outcome area in which you made progress during the project, provide one sentence to describe the actions taken. (Note: these areas correspond with outcomes identified in the Asset Management Readiness Scale)	
1. Policy and governance	(Pre-filled by MAMP)	Choose a level	Policy and objectives	
			Strategy and frameworks	
			Measurement and monitoring	
2. People and leadership	(Pre-filled by MAMP)	Choose a level	Cross-functional groups	
			Accountability	
			Resourcing and commitment	
3. Data and information	(Pre-filled by MAMP)	Choose a level	Asset data	
			Performance data	
			Financial data	
4. Planning and decision-making	(Pre-filled by MAMP)	Choose a level	Documentation and standardization	
			Asset investment plans	
			Budgets	
5. Contribution to asset management practice	(Pre-filled by MAMP)	Choose a level	Training and development	
			Knowledge sharing — internal	
			Knowledge sharing — external	

Were there additional factors or programs — other than FCM project funding — that contributed to your project outcomes? If so, please provide a short description of any other important contributing factors.

3. Identifying other outcomes

In addition to the outcomes described in the table above, please describe any other changes that occurred because of your project. Examples might include a change in interest in asset management, cost savings, a change in departmental budget priorities, and so on.

For each additional change that you have observed, please answer the following questions:

- What change did you observe over the course of the project?
- What/who contributed to this change?
- How do you know this change has happened?
- Why is this change important?

Other changes
1.
2.
3.

4. Lessons learned

What worked well?

What would you recommend to other municipalities undertaking the same work?

Please provide 1–3 lessons.

Lesson (one short statement)	Description (provide any additional detail here)
1.	
2.	
3.	

What would you do differently?

If you were to do this project again, what would you change? Please provide 1–3 lessons.

Lesson (one short statement)	Description (provide any additional detail here)
1.	
2.	
3.	

Note: These lessons will be compiled and shared, without attribution, with other municipalities and practitioners to advance asset management knowledge.

5. Resources

Please list and describe any external human resources (i.e. organizations or personnel) that you worked with during the project.

Name of organization or person	How did you identify this organization or person?	Brief description of their contribution
1.		
2.		
3.		

Please list and evaluate other key information sources, tools, templates, training materials, etc., that you used to assist your work during this project. *Note: This list may be used to inform other municipalities and organizations of available information and resources.*

Title of tool/resource	How did you identify this tool/resource?	How useful was the tool/resource?	Description/comments
1.		Choose an item	
2.		Choose an item	
3.		Choose an item	
4.		Choose an item	
5.		Choose an item	

6. Reporting on budget

Please complete the final budget reporting template, found in Schedule C of your contract, including all eligible expenses, and submit it together with this final report. Please confirm whether either or both of the following statements are true:

- The actual expenditure for any activity in this project deviated by more than 15% from the budget presented in the application.
- Some of the expenditures included in the final budget report were used for activities marked as Partial or Not Completed in Question 1.

If you ticked either of the above statements, please explain why your actual expenditures varied from the original activity budget. FCM staff may contact you for further details.

7. Next steps

What are your next steps to improve your community's asset management practices?

Next step	Do you need outside help to take this next step? If so, what help do you need?
1.	
2.	
3.	

8. Interest in knowledge sharing

Peer learning is a priority for FCM's Municipal Asset Management Program (MAMP). Please indicate if you are interested in sharing your lessons through MAMP with peer municipalities and organizations.

Yes, we are interested in sharing our results and experiences at peer learning events.

9. Individuals involved in reporting

Please list the titles of the individuals that contributed to, or were consulted in, the completion of this report.

10. Comments (for FCM internal use) (optional)

FCM will continue to adapt and improve the MAMP program throughout its life cycle. We welcome all feedback about the program, or your experience, that might help us make it more useful in the future.

11. Testimonials (for public use) (optional)

FCM and Infrastructure Canada would appreciate a testimonial as to the value that MAMP funding has provided.

How has the Municipal Asset Management Program supported your municipality or organization in making better-informed infrastructure decisions? Why is this important for your community?

Yes, I give my permission to use the above statements publicly, with attribution to the municipality or organization.

Signature

By typing my name below and submitting this report, I am providing my signature and I certify that the above final report is complete and accurate in its entirety.

Signed by the Authorized Officer

Schedule C

Part 3 Accepted Practices

The Recipient shall incorporate the following language into the Final Plan or Final Study or Final Capital Project, as applicable, and the Final Completion Report, unless it has received written notice to the contrary from FCM:

“© 201X, **The Corporation of the City of London**. All Rights Reserved.
 The preparation of this [plan/ study/capital project] was carried out with assistance from the Government of Canada and the Federation of Canadian Municipalities. Notwithstanding this support, the views expressed are the personal views of the authors, and the Federation of Canadian Municipalities and the Government of Canada accept no responsibility for them.”

Schedule C

Part 4 Eligible Activities and Expenditures

Eligible expenses must be incurred after Eligible Expenditure Date of 31 July 2018.

Expenditure Category	Eligible expenditures	Ineligible expenditures
1) Pre-application	N/A	<ul style="list-style-type: none"> • Any expenditure incurred prior to FCM's eligible expenditure date. • Expenditure of developing this proposal or application.
2) Administrative and Overhead Expenditures	<p>Administrative expenditures that are directly linked to and have been incurred for the project, such as:</p> <ul style="list-style-type: none"> • Communication expenditures (e.g. long-distance calls or faxes). • Outsourced printing or photocopying. • Acquisition of documents used exclusively for the project. • Document translation. • Transportation, shipping and courier expenditures for delivery of materials essential for the project. • Design and production of communication products to promote project outcomes and benefits to the public. 	<p>General overhead expenditures incurred in the regular course of business, such as:</p> <ul style="list-style-type: none"> • Office space, real estate fees and supplies. • Financing charges and interest payments. • Promotional items. • Permits or certifications. • Advertising, website development, project education materials or expenditures to disseminate project communications products. • Hospitality expenses (food and drink, alcohol, entertainment, etc.).

3) Capital Expenditures	Asset management-related software. <i>Note: FCM's contribution to this expense may not exceed 50% of FCM's total contribution to the project.</i>	Any other capital expenditures or amortization expenses.
4) Equipment Rental	<ul style="list-style-type: none"> • Rental of tools and equipment. • Related operating expenditures such as fuel and maintenance expenditures. 	Rental of tools or equipment related to regular business activities.
5) In-Kind	N/A	Any goods and services received through donation.
6) Training	<ul style="list-style-type: none"> • Expenditures associated with accessing reference materials such as standards, templates and toolkits. • Expenditures associated with attending training sessions, (provided externally) or bringing training in-house. 	Any hospitality expenses such as: <ul style="list-style-type: none"> • Food and drink • Alcohol • Door prizes • Entertainment • Music • Decorations • Flowers, centerpieces • Etc.
7) Professional and/or Technical Services	Fees for professional or technical consultants and contractors, incurred in support of eligible activities.	<ul style="list-style-type: none"> • Expenditures associated with regular business activities not related to the project. • Legal fees.
8) Staff Remuneration	<p>Daily rates actually paid by the Eligible Recipient to its Employees in Canada for time actually worked on the implementation of the Project.</p> <p>The daily rate per employee shall include the following costs:</p> <ul style="list-style-type: none"> a) direct salaries: actual and justifiable sums paid by the Eligible Recipient to Employees in accordance with the Eligible Recipient's pay scales as regular salary <u>excluding</u> overtime pay and bonuses. b) fringe benefit: in accordance with the Eligible Recipient's policies, as follows: <ul style="list-style-type: none"> i. time-off benefits (prorated to the annual percentage (%) of time actually worked on the 	<ul style="list-style-type: none"> • In-kind contribution of services. • Participant salaries. • Expenditures related to regular business activities. • Overtime Pay • Bonuses / performance pay. • Fringe benefits such as; <ul style="list-style-type: none"> ○ sick days ○ pension plan ○ any other fringe benefits not listed as eligible • Costs related to ongoing or other business activities and not specifically required for the project. • Staff wages while receiving training or attending learning events. • Professional membership fees or dues.

	<p>implementation of the Project): allowable number of days to be paid by the Eligible Recipient for the following payable absences: statutory holidays, annual vacation, and paid benefits: actual sums paid by the Eligible Recipient for paid benefits (prorated to the annual percentage (%) of time actually worked on the implementation of the Project): the Eligible Recipient's contribution to employment insurance and workers' compensation plans (where applicable), health and medical insurance, group life insurance, or other mandatory government benefits;</p> <p><i>Note: Labour costs must be documented in a manner that meets audit standards for verification of eligibility of cost and level of effort.</i></p>	
9) Supplies and materials	Supplies and materials required to undertake the project.	Expenditures related to regular business activities
10) Taxes	The portion of Provincial/Harmonized Sales Tax and Goods and Services Tax for which your organization is not eligible for rebate.	The portion of Provincial /Harmonized Sales Tax and Goods and Services Tax for which your organization is eligible for rebate, and any other expenditures eligible for rebates.
11) Travel and Accommodation	<p><u>For individuals on travel status</u> (individuals travelling more than 16 km from their assigned workplace - using the most direct, safe and practical road.);</p> <p>☐ Travel and associated expenses for implementing partners, guest speakers and consultants to the extent that the travel and accommodation rates comply with the Treasury Board of Canada guidelines, and to the extent that such travel is necessary to conduct the initiative.</p> <p>www.canada.ca/en/treasury-board-secretariat/services/travel-</p>	

[relocation/travel-government-business.html](#)

☐ *Where justified, participant travel costs may be claimed with prior written consent from FCM. Under no circumstances will participant honorariums be covered.*

Note: Invoices, receipts and timesheets (where applicable), must be sufficiently detailed to enable verification of expenditure eligibility and level of effort.

Schedule D

Contact Information

Notices and Requests

Any notice, demand, request or other communication to be given or made under this Agreement to FCM or to the Recipient, other than a notice of default, shall be in writing and may be made or given by personal delivery, by ordinary mail, by facsimile or by electronic mail. A notice of default shall be in writing and delivered by registered mail. Notices shall be addressed as follows:

FCM

Federation of Canadian Municipalities
24 Clarence Street
Ottawa, Ontario
K1N 5P3

Attention: Aymone Agossou, Project Officer
Email: aagossou@fcm.ca

Recipient

The Corporation of the City of London
300 Dufferin Avenue, PO Box 5035
London, Ontario
N6A 4L9

Attention: Khaled Shahata, Manager III, Corporate Asset Management
Email: kshahata@london.ca

Partner Contact information