

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON APRIL 28, 2020
FROM:	SANDRA DATARS BERE MANAGING DIRECTOR HOUSING, SOCIAL SERVICES AND DEARNESS HOME
SUBJECT:	CANADA'S COVID19 ECONOMIC RESPONSE PLAN FUNDING AGREEMENT TO SUPPORT PEOPLE EXPERIENCING AND AT RISK OF HOMELESSNESS

RECOMMENDATION

That, on the recommendation of the Managing Director of Housing, Social Services and Dearness Home, the following action be taken:

- 1) The proposed by-law attached as (Appendix "A") **BE INTRODUCED** at the Municipal Council meeting to be held on May 5, 2020;
 - (a) To **AUTHORIZE** and **APPROVE** Canada's COVID19 Economic Response Plan Funding Agreement to Support People Experiencing and at Risk of Homelessness, substantially in the form attached as Schedule 1 to this By-law to be entered into between The Corporation of the City of London and Her Majesty the Queen in Right of Canada, as represented by the Minister of Employment and Social Development Canada;
 - (b) **AUTHORIZE** the Mayor and City Clerk to execute the Funding Agreement approved in subsection 1(a);
 - (c) **DELEGATE** to the Managing Director, Housing, Social Services and Dearness Home, or written designate, the authority to approve any further Amendments to Canada's COVID19 Economic Response Plan Funding Agreement to Support People Experiencing and at Risk of Homelessness, if the Amendments are substantially in the form of the Funding Agreement approved in subsection 1(a);
 - (d) **AUTHORIZE** the Managing Director Housing, Social Services and Dearness Home, or written designate, to execute any Amendments to Canada's COVID19 Economic Response Plan Funding Agreement to Support People Experiencing and at Risk of Homelessness approved in subsection 1(a); and,
 - (e) **DELEGATE** to the Managing Director, Housing, Social Services and Dearness Home, or written designate, to undertake all the administrative, financial and reporting acts, including signing authority regarding, application forms for funding, budgets, cash flows, other financial reporting including financial claims, and directions, consents and other authorizations as may be required, provided that the monetary amounts do not exceed the maximum amount of Canada's contribution specified in the Agreement that are necessary in connection with the Funding Agreement approved in subsection 1(a).
 - (f) **DELEGATE** to the Managing Director, Housing, Social Services and Dearness Home, or written designate, the authority to enter into sub-project funding agreements with approved service providers, in accordance with the City's funding agreement with Canada, using the approved Reaching Home: Canada's Homelessness Strategy Sub-Project Funding Agreement template, attached as Schedule 2 for reference.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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- Municipal Council Approval of the Housing Stability Plan 2019 to 2024 as Required Under The Housing Services Act, 2011 (CPSC: December 3, 2019)
- Reaching Home, Canada's Homelessness Strategy Community Entity – Designated Communities Funding Agreement (CPSC: April 1, 2019)

PURPOSE

To recommend approval to enter into a funding agreement with the Government of Canada under Canada's COVID-19 Economic Response Plan to Support People Experiencing and At-Risk of

Homelessness, for the period of April 1, 2020 to March 31, 2021, and to delegate authority to the Managing Director of Housing, Social Services and Dearness Home, or written designate, to enter into sub-project funding agreements with various service providers as needed.

BACKGROUND

Reaching Home: Canada's Homelessness Strategy

Reaching Home funding is available to Designated Communities and is aimed at preventing and reducing chronic homelessness in Canada by 50% by 2028.

The City of London has been approved as both a Designated Community and Community Entity, and entered into a Designated Community Funding Agreement for the period of April 1, 2019 to March 31, 2024. The City of London, as the Community Entity, enters into Sub-Project Funding Agreements with approved funded organizations and oversees all contracts and financial monitoring. Reaching Home funding will be applied to satisfy the requirements outlined in the current *Housing Stability Plan 2019-2024*.

The London Homeless Coalition Steering Committee functions as the Community Advisory Board and provides advice and recommendations regarding the allocation of Reaching Home funding.

Canada's COVID-19 Economic Response Plan

On March 18, 2020, the Prime Minister announced that the Government of Canada will be providing communities with an additional \$157.5 million under the Reaching Home Program to support people experiencing homelessness during the COVID-19 outbreak. As a Community Entity, the City of London will receive funding (pending Council approval) to support the COVID-19 response capacity and prevent the infection from spreading amongst those experiencing, or at risk of experiencing, homelessness.

Canada's COVID-19 Economic Response Plan Funding Agreement

The 2020-2021 incremental funding allocation under Canada's COVID-19 Economic Response Plan to Support People Experiencing and At Risk of Homelessness will be administered through the COVID-19 Economic Response Plan Funding Agreement.

Through this agreement, the City is required to continue to adhere to the Reaching Home Directives, which have been updated to include new eligible activities and flexibilities related to supporting the City of London COVID-19 response, and to illustrate how existing eligible activities can be employed to reduce and mitigate the impacts of COVID-19. Examples of some of the ways funding can be used include:

- To increase the physical distance between people, particularly those residing in shelters, to reduce the risk of viral spread and support social distancing. This includes placing individuals in temporary, transitional, or permanent housing accommodations including for the purposes of self-isolation.
- Purchasing equipment and supplies.
- Keeping people housed through short-term financial assistance and provision of basic needs.
- Support for individuals being discharged from public institutions (for example, corrections, hospitals), to enter housing directly and receive support to maintain housing.
- Diverting individuals and families away from shelter where possible, by exploring housing options that may be available through natural supports and community resources.
- Providing general health and medical services, mental health and addictions support services.
- Direct hiring of health care professionals to provide services directly to clients.
- Purchase or repurpose existing properties to create new temporary housing or renovate existing facilities to, for example, improve ventilation or increase distance between residents.
- Develop partnerships with other sectors, as well as gather, share and disseminate information to key partners and stakeholders.
- Support overhead costs, including costs that are central to the functioning of the organization in its delivery of Reaching-Home funded activities or those supported under Canada's COVID-19 Economic Response Plan.

Funding Agreement Risk Assessment

The Funding Agreement has been reviewed by the City Solicitor's Office, Financial Services and Risk Management. Civic Administration notes the requirement on the City to provide an indemnification. In consultation with Risk Management we concluded this provision should not prevent the City from entering in the Funding Agreement as the benefits outweigh the associated

risk from the indemnity provision. The City will mitigate risks associated with the Agreement by using the optimum level of oversight and control, enabling both risk management and meeting objectives of the funding agreement. The indemnification provision is as follows:

10.0 INDEMNIFICATION

10.1 The Recipient shall, both during and following the Project Period, indemnify and save Canada harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any wilful or negligent act, omission or delay on the part of the Recipient or its employees or agents, and participating employers or Project participants, if any, in connection with anything purported to be or required to be provided by or done by the Recipient pursuant to this Agreement or done otherwise in connection with the implementation of the Project.

FINANCIAL IMPACT

This Agreement is 100% funded by the Government of Canada, therefore there is no financial impact to the City of London.

The Funding Agreement is for the period April 1, 2020 to March 31, 2021. The total maximum amount of Canada’s contribution towards the eligible expenditures in the funding agreement is \$2,423,102.

Homeless Prevention is bringing forward a concurrent informational Council report providing an overview of supports provided for people experiencing and at risk of homelessness during and following the COVID-19 pandemic at the April 28, 2020 Community and Protective Services Committee meeting.

PREPARED BY:	SUBMITTED BY:
KATE GREEN MANAGER, HOMELESS PREVENTION HOUSING, SOCIAL SERVICES AND DEARNESS HOME	CRAIG COOPER MANAGER, HOMELESS PREVENTION HOUSING, SOCIAL SERVICES AND DEARNESS HOME
RECOMMENDED BY:	
SANDRA DATARS BERE MANAGING DIRECTOR HOUSING, SOCIAL SERVICES AND DEARNESS HOME	

Bill No.
2020

By-law No. A.

A by-law to approve Canada's COVID-19 Economic Response Plan Funding Agreement with Her Majesty the Queen in Right of Canada, as represented by the Minister of Employment and Social Development Canada; and, to delegate authority to execute the Agreements.

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

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

AND WHEREAS the City is the service manager under the *Housing Services Act* for the geographic service area of the City of London and County of Middlesex, and shall, in accordance with its housing and homelessness plan, carry out measures to meet the objectives and targets relating to housing needs within the service manager's service area;

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

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

1. Canada's COVID-19 Economic Response Plan to Provide Support for People Experiencing and At Risk of Homelessness Funding Agreement, between Her Majesty the Queen in Right of Canada, as represented by the Minister of Employment and Social Development Canada, and The Corporation of the City of London, substantially in the form attached as Schedule 1 to this by-law, (the "Funding Agreement"), is authorized and approved.
2. The Mayor and City Clerk are authorized to execute the Funding Agreement approved in subsection 1.
3. The Managing Director, Housing, Social Services and Dearness Home, or written designate, is delegated authority to approve any further Amendments to the Funding Agreement if the Amendments are substantially in the form of the Funding Agreement approved in subsection 1.
4. The Managing Director, Housing, Social Services and Dearness Home, or written designate, is delegated the authority to undertake all the administrative, financial and reporting acts, including signing authority regarding: application forms for funding, budgets, cash flows, other financial reporting including financial claims, and directions, consents and other authorizations as may be required, provided that the monetary amounts do not exceed the maximum amount of Canada's contribution specified in the Agreement that are necessary in connection with the Funding Agreement approved in subsection 1.
5. The Managing Director, Housing, Social Services and Dearness Home, or written designate, is delegated the authority to authorize and execute sub-project funding agreements with approved service providers, in accordance with the City's funding agreement with Canada, using the approved Reaching Home: Canada's Homelessness Strategy Sub-Project Funding Agreement template.
6. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on

Ed Holder
Mayor

Catharine Saunders
City Clerk



Project #: COVID-
TCorpoCOLondon-
01

**Canada's COVID-19
Economic Response
Plan**

Support for People Experiencing and At Risk of Homelessness

FUNDING AGREEMENT BETWEEN

Her Majesty the Queen in Right of Canada

(hereinafter referred to as "Canada"), as

represented by the Minister of Employment

and Social Development Canada AND

The Corporation of the City of London

(hereinafter referred to as "the

Recipient") Hereinafter collectively

referred to as "the Parties"



Articles of Agreement

Whereas Canada has established Reaching Home: Canada's Homelessness Strategy to support projects aimed at reducing homelessness and includes projects aimed at preventing individuals and families at imminent risk from becoming homeless;

Whereas Canada has taken strong and quick action to protect its economy, the health, safety, and jobs of all Canadians during the global COVID-19 outbreak;

Whereas Canada's COVID-19 Economic Response Plan provides targeted support for vulnerable groups;

Whereas people experiencing homelessness are particularly vulnerable to during the COVID-19 outbreak;

Whereas Canada has determined that the Recipient is eligible to receive funding under Canada's COVID-19 Economic Response Plan to Support People Experiencing and At Risk of Homelessness; and

Whereas Canada has agreed to provide funding to the Recipient towards the costs of the Project;

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

1.0 INTERPRETATION

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

"Eligible Expenditures" means expenditures:

- (a) that are directly related to the carrying out of the Project under this Agreement;
- (b) that ensure value for money because the costs they relate to have been negotiated by the Recipient to ensure best value, prudence and probity; and,
- (c) that are incurred during the Project Period.

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

"Project" means all activities carried out under this Agreement consistent with its purpose, as described in section 3.0.

"Project Period" means the period beginning on April 1, 2020, regardless of the date of its signature, and expires on March 31st, 2021.

"Sub-Agreement" means that the Recipient further distributes funds received by the Recipient under this Agreement and delegates all or part of its responsibilities relating to the delivery of eligible activities under this Agreement to an organization other than the Recipient.

"Sub-Agreement Holder" means an organization other than the Recipient, to whom funding provided to the Recipient under this



Agreement is further distributed to enable the organization to carry out a Sub-Agreement.

2.0 EFFECTIVE DATE AND DURATION

2.1 This Agreement shall come into effect on the date it is signed by the last of the Parties to do so, and shall expire on March 31, 2021.

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

3.0 PURPOSE OF THE CONTRIBUTION

3.1 The purpose of Canada's funding is to enable the Recipient to carry out the Project as described in section 3.2. The funding shall be used by the Recipient solely for the purpose of paying the Eligible Expenditures.

3.2 The Project's objective is to provide assistance to organizations and individuals attending to the needs of people experiencing or at risk of homelessness during the global COVID-19 outbreak, through activities that meet the Special Directive on COVID-19.

4.0 CANADA'S FINANCIAL ASSISTANCE

4.1 The total maximum amount of Canada's contribution towards the Eligible Expenditures of the Project is \$2,423,102 in Fiscal Year 2020/2021.

4.2 The total maximum amount identified in section 4.1 is intended to supplement funding provided to the Recipient in its capacity as Community Entity under Reaching Home: Canada's Homelessness Strategy and is attributed as follows:

- i. \$2,423,102 to supplement funding for London under the Designated Communities stream of Reaching Home.

4.3 The investment of amounts identified in section 4.2 must respect conditions specific to their related funding stream as stipulated in the terms and conditions of Reaching Home and related policies and directives.

4.4 Canada will provide its financial assistance in one payment upon the signature of this Agreement.



5.0 PROJECT RECORDS

5.1 The Recipient shall keep proper books and records, in accordance with generally accepted accounting principles, of all expenditures, costs and revenues relating to the activities of this Agreement, including:

- (a) Agreement-related contracts and agreements;
- (b) All invoices, receipts, vouchers, electronic payment requisitions and records relating to Eligible Expenditures;
- (c) Bank records including bank statements and cancelled cheques; and,
- (d) Agreement-related activity, progress and evaluation reports and reports of agreement reviews or audits carried out for, by, or on behalf of the Recipient.

5.2 The Recipient shall retain the books and records referred to in section 5.1 for a period of six (6) years following the Project Period.

6.0 FINAL REPORT

6.1 The Recipient shall provide Canada with report(s) in a form and manner as prescribed in the Special Directive on COVID-19.

6.2 The report(s) submitted pursuant to section 6.1 will be required to take into consideration Sub-Agreements and situations where the Recipient is receiving funding in its capacity as recipient under more than one Reaching Home: Canada's Homelessness Strategy stream as per section 4.

6.3 The Recipient shall provide Canada with the final report within one hundred and twenty (120) days following the Project Period.

7.0 SUB-AGREEMENTS AND DELEGATION

7.1 The Recipient may establish their own service delivery structure to accomplish the objectives of this Agreement by delegating their responsibilities for the delivery of some of its activities under this Agreement to Sub-Agreement Holders.

7.2 The Recipient shall ensure that there is a written agreement between it and the Sub-Agreement Holder that sets out the terms and conditions under which the Recipient is providing funding to the Sub-Agreement Holder. The agreement with the Sub-Agreement Holder will include the necessary obligations to allow the Recipient to fully report and to provide Canada with information that Canada may request under the terms of this Agreement.

8.0 ASSIGNMENT OF THE AGREEMENT

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

9.0 SUCCESSORS AND ASSIGNS

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

10.0 INDEMNIFICATION

10.1 The Recipient shall, both during and following the Project Period, indemnify and save Canada harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or



death of a person, or loss or damage to property caused or alleged to be caused by any wilful or negligent act, omission or delay on the part of the Recipient or its employees or agents, and participating employers or Project participants, if any, in connection with anything purported to be or required to be provided by or done by the Recipient pursuant to this Agreement or done otherwise in connection with the implementation of the Project.

11.0 RELATIONSHIP BETWEEN THE PARTIES AND NON-LIABILITY OF CANADA

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

11.2 Nothing in this Agreement creates any undertaking, commitment or obligation by Canada respecting additional or future funding of the Project beyond the Project Period, or that exceeds the maximum contribution specified in section 4.1. Canada shall not be liable for any loan, capital lease or other long-term obligation, which the Recipient may enter into in relation to carrying out its responsibilities under this Agreement or for any obligation incurred by the Recipient toward another party in relation to the Project.

12.0 ACCESS TO INFORMATION

12.1 The Recipient acknowledges that Canada is subject to the *Access to Information Act* [RSC 1985, Chapter A-1], and information obtained by Canada pertaining to this Agreement may be disclosed by Canada to the public upon request under the aforementioned act.

13.0 PROACTIVE DISCLOSURE

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

14.0 DISPOSITION OF CAPITAL ASSETS

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

14.2 At the end of the Project Period, Canada reserves the right to direct the Recipient to dispose of any capital asset purchased by the Recipient with funding provided under this Agreement by:

- (a) selling it at fair market value and applying the funds realized from such sale to offset Canada's contribution to the Eligible



Expenditures;

- (b) turning it over to another organization or to an individual designated or approved by Canada; or
- (c) disposing of it in such other manner as may be determined by Canada.

14.3 Where Canada elects to exercise its right under section 14.2, the Recipient agrees to comply with the related direction provided by Canada.

14.4 For the purposes of section 14.0, “capital asset” means any single item, or a collection of items which form one identifiable functional unit, that is not physically incorporated into another product or not fully consumed by the end of the Project, and has a purchase or lease value of more than \$25,000 (before taxes).

15.0 CANADA'S RIGHT TO AUDIT

15.1 During the Project Period and for a period of six (6) years thereafter, the Recipient shall, upon request, grant representatives of Canada access to the books and records referred to in section 5.0 for the purpose of conducting an audit to verify compliance with the terms and conditions of this Agreement and verify expenses claimed by the Recipient as Eligible Expenditures. The Recipient shall permit Canada's representative(s) to take copies and extracts from such accounts and records. The Recipient shall also provide Canada with such additional information as Canada may require with reference to such books and records.

16.0 REPAYMENT REQUIREMENTS

16.1 In the event payments made to the Recipient exceed the amount to which the Recipient is entitled under this Agreement, the amount of the excess is a debt owing to Canada and shall be promptly repaid to Canada upon receipt of notice to do so and within the period specified in the notice together with interest calculated in accordance with the federal Interest and Administrative Charges Regulations.

17.0 COMPLIANCE WITH LAWS

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

18.0 APPLICABLE LAW

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

19.0 AMENDMENT



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

20.0 OFFICIAL LANGUAGES

20.1 Where the Project is to be delivered to members of either language community, the Recipient shall:

- (a) make Project-related documentation and announcements (for the public and prospective Project participants, if any) in both official languages where applicable;
- (b) actively offer and provide in both official languages any Project-related services to be provided or made available to members of the public, where applicable; and
- (c) organize activities and provide its services, where appropriate, in such a manner as to address the needs of both official language communities.

21.0 COUNTERPARTS

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



SIGNATURES:

SIGNED FOR THE RECIPIENT, BY THE FOLLOWING AUTHORIZED OFFICER(S)

THIS __ DAY OF _____, 2020 BY ITS DULY AUTHORIZED OFFICERS

per: _____

(signature)

(name and title of authorized signatory)

(position and title of authorized signatory)

per: _____

(signature)

(name and title of authorized signatory)

(position and title of authorized signatory)

**SIGNED FOR CANADA, BY THE FOLLOWING AUTHORIZED OFFICER THIS _____ DAY OF _____,
2020**

per: _____

(signature)

(name and title of authorized signatory)

(position and title of authorized signatory)

**Schedule 2 – Reaching Home Sub-Project Funding Agreement Template
(provided for reference)**

This Agreement with effect as of _____, 20____.

Reaching Home: Canada’s Homelessness Strategy

SUB-PROJECT FUNDING AGREEMENT

BETWEEN

**THE CORPORATION OF THE CITY OF LONDON
(the “City”)**

AND

**AGENCY
(the “Sub-Agreement Holder”)**

Hereinafter collectively referred to as “the Parties”

ARTICLES OF AGREEMENT

Whereas Her Majesty the Queen in right of Canada (“Canada”) has established Reaching Home: Canada’s Homelessness Strategy (hereinafter referred to as “the Program”) to support Sub-Projects aimed at reducing homelessness, primarily through the Housing First approach, and includes Sub-Projects aimed at preventing individuals and families at imminent risk from becoming homeless;

And Whereas the City has entered into a Funding Agreement with Canada wherein the City will act as the Community Entity and will administer Reaching Home: Canada’s Homelessness Strategy Community Entity Designated Communities funding for the development of housing and supports (“the Project”);

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

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

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

1.0 AGREEMENT

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

- (a) These Articles of Agreement;
- (b) Schedule A – entitled “Sub-Project Description”;
- (c) Schedule B – entitled “Financial Provisions”;
- (d) Schedule C – entitled “Additional Conditions”;
- (e) Schedule D – entitled “Blanket Position Insurance Policy”;
- (f) Schedule E – entitled “Undertaking Use of the City of London Tree Logo”;
- (g) Schedule F – entitled “Worker’s Compensation Declaration”, if applicable; and

(h) Schedule G – entitled “French Language Services”.

2.0 INTERPRETATION

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

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

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

“**Sub-Project**” means the activity described in Schedule A (Sub-Project Description);

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

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

3.0 EFFECTIVE DATE AND DURATION

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

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

4.0 PURPOSE OF THE CONTRIBUTION

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

5.0 THE CITY’S CONTRIBUTION

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

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

6.0 AVAILABILITY OF FUNDS

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

7.0 REDUCTION OR TERMINATION OF FUNDING

7.1 If

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

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

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

8.0 SUB-AGREEMENT HOLDER DECLARATIONS

8.1 The Sub-Agreement Holder:

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

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

9.0 SUB-PROJECT RECORDS

9.1 The Sub-Agreement Holder shall:

- (a) keep proper books and records, in accordance with generally accepted accounting principles, of all expenditures and revenues relating to the Sub-Project, including cash contributions received from the City and cash contributions from other sources, as well as records substantiating the receipt and value of any in-kind contributions to the costs of the Sub-Project referred to in the Sub-Project Budget in Schedule B;

- (b) keep records of all Sub-Project-related contracts and agreements and all invoices, receipts and vouchers relating to Eligible Expenditures; and
- (c) keep records of all Sub-Project-related activity, progress and evaluation reports and reports of Sub-Project reviews or audits carried out by, or on behalf of, the Sub-Agreement Holder.

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

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

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

11.0 FINANCIAL AND ACTIVITY MONITORING

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

12.0 INQUIRY BY THE AUDITOR GENERAL OF CANADA

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

13.0 FINAL REPORT

13.1 Unless the Sub-Agreement Holder is required under a schedule to this Agreement to provide another, more specific, final report outlining the results of the Sub-Project, the Sub-Agreement Holder shall provide the City with a final report that summarizes the Sub-Project scope, describes the results achieved, explains any discrepancies between the results and the planned or expected results and contains such other information as the City may specify in writing to the Sub-Agreement Holder. The Sub-Agreement Holder shall provide the City with the final report by April 15th following the Sub-Project Period.

14.0 EVALUATION

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

- (a) participate in any survey, interview, case study or other data collection exercise

initiated by the City or Canada; and

(b) subject to section 14.2, provide the City or Canada with contact information of the Sub-Project partner organizations, if any, who participated in the Sub-Project, and of the members of the board of directors of the Sub-Agreement Holder.

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

15.0 CONTRACTING PROCEDURES

Contracting

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

(2) The requirement under subsection (1) shall apply, unless otherwise authorized in writing by the City, to all goods or services contracts valued at \$25,000 or more (including taxes and duties). The Sub-Agreement Holder must not unnecessarily divide a requirement for goods or services into a number of smaller contracts to avoid this requirement.

Restrictions Regarding Non Arms-Length Contracts

15.2(1) Unless otherwise authorized in writing by the City, all goods or services contracts, regardless of their value, entered into in relation to the Sub-Project between the Sub-Agreement Holder and:

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

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

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

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

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

16.0 TERMINATION OF AGREEMENT

Termination for Default

16.1(1) The following constitute Events of Default:

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

(2) If

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

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

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

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

Termination for Convenience

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

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

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

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

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

17.0 RESERVED

18.0 INSURANCE AND INDEMNIFICATION

18.1 On the signing of this Agreement and within thirty (30) calendar days after any subsequent change or renewal of its insurance coverage, the Sub-Agreement Holder shall provide the City with evidence that it has obtained the insurance coverage required under section 18.1. The Sub-Agreement Holder shall notify the City forthwith of any lapse or termination of any such insurance coverage.

Throughout the term of this Agreement, the Sub-Agreement Holder shall maintain commercial general liability insurance on an occurrence basis for an amount of not less than Five Million Dollars (\$5,000,000) and shall include the City as an additional insured with respect to the Funded Agencies errors and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal liability, personal injury, broad form property damage, contractual liability, owners' and contractor's protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses.

The Sub-Agreement Holder shall submit a completed standard Insurance Certificate (Form #0788), and shall provide the City with a minimum of thirty days' notice in advance of cancellation of such insurance.

The City reserves the right to request such higher limits of insurance or other types of policies appropriate to this Agreement as it may reasonably require.

Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement.

18.2 The Sub-Agreement Holder undertakes and agrees to defend and indemnify and save Canada and the City and hold the City harmless, at the Sub-Agreement Holder's sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that the City may sustain or incur by reason of:

- (i) any breach of this Agreement by any of the Sub-Agreement Holder, the Sub-Agreement Holder's employees or persons for whom the Sub-Agreement Holder is at law responsible;
- (ii) any loss or misuse of funds held by the Sub-Agreement Holder as described in this Agreement;
- (iii) the acts or omissions of the Sub-Agreement Holder, the Sub-Agreement Holder's employees or any person for whom the Sub-Agreement Holder is at law responsible in performing Services or otherwise carrying on the Sub-Agreement Holder's business, including any damage to any and all persons or property,

whether deliberate, accidental or through negligence, and all tickets, fines or penalties;

(iv) any claim or finding that any of the Sub-Agreement Holder, the Sub-Agreement Holder's employees or persons for whom the Sub-Agreement Holder is at law responsible are employees of, or are in any employment relationship with, the City or are entitled to any Employment Benefits of any kind; or

(v) any liability on the part of the City, under the Income Tax Act (Canada) or any other statute (including, without limitation, any Employment Benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties, by virtue of any of the following being considered to be an employee of the City, from the Sub-Agreement Holder, the Sub-Agreement Holder's employees or others for whom the Sub-Agreement Holder is at law responsible in connection with the performance of Services or otherwise in connection with the Sub-Agreement Holder's business.

18.3 At its sole discretion, the City may, at any time require that the Sub-Agreement Holder obtain and maintain a Blanket Position insurance policy or equivalent Fidelity Bond. (See Schedule D).

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

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

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

20.0 CONFLICT OF INTEREST

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

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

21.0 INFORMING CANADIANS OF THE GOVERNMENT OF CANADA'S CONTRIBUTION

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

21.2 The Sub-Agreement Holder shall notify the City twenty (20) working days in

advance of any initial and subsequent official ceremonies related to the announcement of the funding and promotion of the Sub-Project. The City reserves the right to approve the time, place and agenda of the ceremony.

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

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

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

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

22.0 ACCESS TO INFORMATION

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

23.0 PROACTIVE DISCLOSURE

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

24.0 DISPOSITION OF CAPITAL ASSETS

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

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

- (a) selling it at fair market value and applying the funds realised from such sale to offset the City's contribution to the Eligible Expenditures;
- (b) turning it over to another organization or to an individual designated or approved by the City; or
- (c) disposing of it in such other manner as may be determined by the City.

24.3 Where the City elects to exercise its right under section 24.2, the Sub-Agreement Holder agrees to comply with the related direction provided by the City.

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

- (a) is not physically incorporated into another product or not fully consumed by the

end of the Sub-Project, and

- (b) has a purchase or lease value of more than \$1,000 (before taxes),

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

25.0 INTELLECTUAL PROPERTY

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

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

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

25.3 The Sub-Agreement Holder agrees to execute any acknowledgements, agreements, assurances or other documents deemed necessary by the City to establish or confirm the license granted under section 25.1.

25.4 Additionally, with respect to any work licensed under section 25.1, the Sub-Agreement Holder:

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

25.5 The Sub-Agreement Holder shall include in the final report for the Sub-Project, which the Sub-Agreement Holder is required to submit to the City under the terms of this Agreement, a copy of any work licensed under section 25.1.

26.0 NOTICES

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

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

27.0 DISPUTE RESOLUTION

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

28.0 ASSIGNMENT OF THE AGREEMENT

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

29.0 SUCCESSORS AND ASSIGNS

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

30.0 COMPLIANCE WITH LAWS

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

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

31.0 APPLICABLE LAW

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

32.0 AMENDMENT

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

33.0 UNINCORPORATED ASSOCIATION

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

34.0 COUNTERPARTS

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

SIGNATURES

SIGNED ON BEHALF OF THE CORPORATION OF THE CITY OF LONDON BY THE
MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME.

For the City:

THE CORPORATION OF THE CITY OF LONDON

Date: _____

Sandra Datars Bere
Managing Director,
Housing, Social Services and Dearness Home

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

AGENCY

Date: _____

*(Signature)

(Print Name)

(Print Title)

*(Signature)

(Print Name)

(Print Title)

*I/We have authority to bind the Corporation.

**REACHING HOME: CANADA'S HOMELESSNESS STRATEGY
FUNDING AGREEMENT**

**INSERT FUNDING START DATE AND END DATE HERE
SCHEDULE A**

SUB-PROJECT DESCRIPTION

NAME OF SUB-AGREEMENT HOLDER:
PROJECT TITLE:

Agreement Holder		The City	
Complete Mailing Address:		Complete Mailing Address:	
		The Corporation of the City of London 355 Wellington Street, PO Box 5045 London, ON N6A 4L9	
Primary Contact:	Secondary Contact:	Primary Contact:	Secondary Contact:
Telephone Number:	Telephone Number:	Telephone Number:	Telephone Number:
Fax Number:	Fax Number:	Fax Number:	Fax Number:
Email address:	Email address:	Email address:	Email address:

PROJECT START DATE	PROJECT END DATE	Total Number of Participants: (if applicable)	

PROJECT NAME:

1. Preamble

1.1 The Government of Canada, Reaching Home: Canada's Homelessness Strategy (Reaching Home) offers a community-based funding program, which is aimed at preventing and reducing homelessness. REACHING HOME applies a **Housing First** approach, providing support and funding to communities across Canada.

The funding available under Reaching Home is for the period INSERT DATE. This contract, with all its terms and conditions, will terminate on INSERT DATE. There is no assumption of continued funding beyond INSERT DATE.

All Sub-Projects or programs funded under Reaching Home must: fall under **London's Homeless Prevention System's** areas of focus: Securing Housing; Housing with Support; Housing Stability; Shelter Diversion; and, Strategy, Capacity and Competency; apply a **Housing First** philosophy and approach; and be action-oriented, accountable and measureable.

1.2 Housing First is an evidence based approach aimed at securing housing and providing support for individuals and families who have experienced homelessness. From the stability of their own home, individuals and families can begin to address the often complex and co-occurring issues that led them to their path of homelessness and achieve overall improved health and housing outcomes.

2. Homeless Prevention Implementation System for London

London's Homeless Prevention System Implementation Plan¹ (Implementation Plan) was introduced in 2013, and has been approved by all orders of government and the London Homeless Coalition. This Implementation Plan focuses on applying a Housing First approach to address, reduce and prevent homelessness in London.

The primary goal for the Implementation Plan is to assist individuals and families experiencing homelessness or at risk of homelessness to achieve housing stability through a coordinated and integrated individual and family centered approach. This Implementation Plan concentrates on delivering actionable and measurable solutions in purposeful and strategic ways with community-level results, consistent service delivery and information management.

The Vision to Address, Reduce and Prevent Homelessness in London

The City of London Homeless Prevention System is a coordinated and integrated individual and family centered housing stability approach that is outcome focused and designed to address, reduce and prevent homelessness in London.

Principles of the Homeless Prevention System in London

The following principles inform the actions to be undertaken:

- Housing First
- Homelessness is a solvable problem
- Individual and family centered
- Community engaged
- Partnership based
- London driven
- Neighbourhood based
- Inclusive
- Fiscally responsible
- Outcome focused

Indicators of Success

The Homeless Prevention Implementation Plan identifies as follows the indicators of success for individuals and families, the system and services. The City of London measurements are:

Individuals and families will:

- Reside in stable housing
- Experience improvements in their health, nutrition, levels of stress, sleep, quality of life, personal safety and/or mental health/addiction recovery
- Have fewer hospital emergency department visits, psychiatric and emergency shelter admissions, police involvement and/or less time spent in custody and in emergency shelters
- Develop sustainable positive relationships in the community

The System will:

- Increase and develop efficient, attainable, scattered and diverse housing stock
- Integrate early, readily available housing with social and health care supports
- See a reduction in the number of individuals and families becoming homeless
- Improve the economic costs of resolving homelessness
- Reduce pressures on emergency shelter use
- Decrease use of homeless related services within the City of London

¹ City of London, Homeless Prevention, Neighbourhood, Children and Fire Services. (2013) A Homeless Prevention System for London Ontario: A Three Year Implementation Plan

<https://www.london.ca/residents/homeless-prevention/Pages/default.aspx>

Services will:

- Experience an increase in the capacity of staff to respond to participant needs through training and professional development
- Experience improved coordination of chronic or episodically homeless individuals/families each year
- Experience improved efficiencies with coordinated and optimized resources

Service Providers will observe the principles and work towards achieving the outcomes and indicators of success as set out in London's Homeless Prevention System Implementation Plan approved by Municipal Council on April 30, 2013.

Service Providers will operate from a Housing First and people-centred approach.

3. Homeless Management Information System (HMIS)

The City of London has implemented a shared database system to be used by all homeless serving organizations funded by the City of London. Homeless Management Information Systems (HMIS) are used to collect demographic and service information about individuals and families experiencing homelessness. Communities use and analyze the gathered information to identify emerging trends, identify gaps in services, and generating reports for agencies, funders, and local, provincial, and federal levels of government.

Organizations entering into this agreement recognize that the Implementation Plan for the London Homeless Prevention System guides the program, services and overall operations. This includes, and is not limited to, using the HMIS known as the Homeless Individuals and Families Information System (HIFIS) according to the London Homeless Management Information System Hosting Agreement, the Inter-Organization Information Sharing Agreement, and the policies and practices developed from time to time by the London Homeless Prevention Network and/or the City of London.

4. Project Objective:

5. Activities:

6. Evaluation:

7. Beneficiaries:

The primary beneficiaries are

8. Reporting:

9. General:

Any staff funded under this Sub-Project will attend relevant Housing First, SPDAT (Service Prioritization Decision Assistance Tool) and other planned/sponsored training by the City of London, and will attend other events as identified. Other team members of the Sub-Agreement Holder, including senior management, are encouraged to attend the training and share/implement this information within the organization.

The Service Prioritization Decision Assistance Tools (SPDAT, VI-SPDAT) will be completed with individuals/families to determine acuity and support needs, within a pre-determined schedule that matches Housing First practices.

SIGNATURES

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

**REACHING HOME: CANADA'S HOMELESSNESS STRATEGY
FUNDING AGREEMENT**

INSERT FUNDING START AND END DATE HERE

SCHEDULE B

FINANCIAL PROVISIONS

LEGAL NAME OF SUB-AGREEMENT HOLDER:
PROJECT TITLE:

1.0 MAXIMUM CONTRIBUTION OF THE CITY

1.1 The total maximum amount of the City's contribution towards the Eligible Expenditures of the Sub-Project for fiscal year INSERT DATES is up to \$<insert amount> and is subject to change based on outcomes, fiscal demands and financial expenditures and forecasts.

2.0 INTEREST EARNED ON CONTRIBUTION

2.1 If, under section 9.0 of this Schedule, the City has made payment of its contribution by way of advances, and if the amount of interest earned on the advance payments is in excess of one hundred dollars (\$100), such interest is deemed to be part payment of the City's contribution and will be taken into account in the calculation of the final payment by the City, or repayment by the Sub-Agreement Holder, as may be appropriate in the circumstances.

3.0 REPAYMENT REQUIREMENTS

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

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

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

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

4.0 ELIGIBLE/INELIGIBLE COSTS

Eligible Housing First Homeless Prevention Administrative costs under Sub-Projects include:

Administrative Costs of Sub-Projects not to be greater than 10% of Sub-Project/program

Eligible administrative costs include, but are not limited to:

- Non-rebated portion of the Harmonized Sales Tax (HST)
- Wages and MERCS for administrative staff subject to meeting the Government of Canada and Province of Ontario employment and labour standards;
- Fringe benefits;
- Administrative support and supplies;
- Licenses, permits and fees for professional service;
- Disability needs; banking fees and interest charges;
- Banking fees and interest charges; and,
- Utilities, office supplies, travel, insurance, rental of office space, leasing or purchase of office equipment, costs of audits, evaluations and assessments.

Ineligible Housing First Homeless Prevention Activities and Costs under Sub-Projects include:

- The cost of Housing First training events that are provided by the City of London;
- Any capital including building, purchasing, renovating or repurposing new or existing facilities for affordable housing or emergency shelters;
- Core functions of an Assertive Community Treatment (ACT) team (e.g. provision of direct medical/clinical services to clients);
- Emergency Shelter beds;
- Emergency housing funding (e.g. rent subsidies, housing allowances) when the client is supported by existing provincial/territorial and municipal rent subsidies programs
- Direct income support to individuals who are homeless, at risk or at imminent risk of homelessness;
- Medical/clinical staff;
- Clinical health and treatment services;
- Daycare;
- Alcoholic beverages;
- Services that do not directly support individuals or families who are homeless or at risk of homelessness;
- Advocacy and lobbying activities towards elected representatives;
- Public Education (e.g. education tuition, teaching salary); and,
- Software development and/or purchase of hardware for the collection and/or management of homelessness data that results in an inability to participate in the National Homeless Information System (NHIS) initiative; and that constitutes a redundant use of funds and duplicates activities already offered through the Homeless Individuals and Families Information System (HIFIS) software. For example: purchasing alternative software that performs similar functions to the HIFIS software.

5.0 OTHER SOURCES OF FUNDING

5.1 The Sub-Agreement Holder agrees to declare to the City all source of funding for the activities under this Sub-Project.

5.2 The Sub-Agreement Holder agrees to inform the City promptly in writing of any change to the declaration made under section 5.1.

5.3 The Sub-Agreement Holder agrees that where there is a change to the declaration made in section 5.1, the City may, in its discretion, reduce the amount of its maximum contribution to the Sub-Project by such amount, not exceeding the amount of the change in assistance received, that it considers appropriate.

5.4 If the amount of the City's contribution already paid to the Sub-Agreement Holder exceeds the reduced maximum contribution, as determined under section 5.3, the amount of the excess shall be deemed to be an amount to which the Sub-Agreement Holder is

not entitled and shall be repaid to the City in accordance with section 3.0 of this Schedule (Repayment Requirements).

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

6.0 SUB-PROJECT BUDGET

6.1 The following is the Sub-Project Budget for INSERT START AND END DATE

Cost Categories	Approved Budget (Reaching Home)	Comments
A. REVENUE AMOUNT		
B. EXPENSES		
B.1 Staff Salaries and Benefits		
B.2 Participant Expenses		
B.2 Subtotal Participant Expenses		
B.3 Operating Expenses		
B.3 Subtotal Operating Expenses		
C. Total Operating Expenses		
D. Admin (if applicable)		
E. TOTAL PROGRAM COSTS		

Budget notes:

Harmonized Sales Tax (HST) Only the non-rebated portion of HST is an eligible expense and can be claimed.

Staff Wages means any wages/salary paid by the Sub-Agreement Holder to, or on behalf of, any employee of the Sub-Agreement Holder working directly on the Sub-Project. Wages are broken down by position/role not person.

Total Mandatory Employment Related Costs and Benefits for all Positions: MERCS which refer to payments an employer is required by law to make in respect of its employees such as EI, and CPP/QPP premiums, workers compensation premiums, vacation pay, Employer Health Tax; and Benefits which refer to payments an employer is required to make in respect of its employees by virtue of company policy or a collective agreement. Examples of Benefits include contributions to a group pension plan or premiums towards a group insurance plan.

Total Staff costs are the total costs of staff wages, MERCs and Benefits for all positions. **Administration costs:** are general administration–type costs, normally incurred by an organization to enable effective delivery of the program/Sub-Project. These include costs such as rent, phone/fax, postage/courier, office supplies, internet/website, bank charges, office moving expenses, office cleaning, security system, garbage removal/recycling, publication purchases, equipment maintenance and membership fees that are proportional to the Sub-Project. Administration cannot be more than 10% of the funding request.

Professional Fees include contracting for goods and services such as bookkeeping, janitorial services, information technology, equipment maintenance services, security, legal and accounting if contracted to specifically to support the audit costs and legal fees.

Travel includes travel costs as per your agency’s practice and policies for staff. Travel costs must not exceed the guidelines of the Treasury Board of Canada:

<http://www.njc-cnm.gc.ca/directive/d10/v238/s658/en>

Project/program costs are costs explicitly linked to the Sub-Project/programs activities, not including wages and MERCs, such as supplies and equipment to carry out an approved Sub-Project/program. Costs can include materials, supplies, Honoraria, and participants’ costs such as bus tickets.

7.0 BUDGET FLEXIBILITY

7.1 The Sub-Agreement Holder may, except in cases specified in section 7.2, make adjustments to its allocation of funds between any of the cost categories identified in the Sub-Project Budget without having to obtain the City’s approval, provided the adjustments do not result in an increase in the City’s maximum contribution set out in section 1.1. However, where the Sub-Agreement Holder makes an adjustment allowed by this section, it shall notify the City promptly in writing of the adjustment.

7.2 The Sub-Agreement Holder must obtain the City’s written approval prior to making an adjustment to the Sub-Project Budget that increases or decreases the subtotal amount budgeted for:

- (a) any cost category identified with an asterisk (*) by any amount; or
- (b) any other cost category, by more than 10%.

7.3 Depending upon the extent and significance of the adjustments, written approval by the City of adjustments under section 7.2 may be required by the City to be documented by way of a formal amending agreement signed by both parties.

8.0 CONDITIONS GOVERNING THE ELIGIBILITY OF EXPENDITURES

8.1 The expenditures set out in the Sub-Project Budget above are Eligible Expenditures for the purposes of this Agreement. The expenditures are subject to the following conditions:

- (a) expenditures must, subject to section 7.2, be incurred during the Sub-Project Period;
- (b) expenditures must, in the opinion of the City, be reasonable;
- (c) the portion of the cost of any travel, meals and accommodation costs that exceeds the rates for public servants set out in the National Joint Council of Canada’s Travel Directive is not eligible for reimbursement;
- (d) the portion of hospitality costs that exceed the rates set out in the Directive on Travel, Hospitality, Conference and Event Expenditures, Appendix 2 of

Canada's Treasury Board is not eligible for reimbursement;

- (e) the portion of the cost of any goods and services purchased by the Sub-Agreement Holder for which the Sub-Agreement Holder may claim a tax credit or reimbursement is not eligible for reimbursement;
- (f) depreciation of capital assets is not eligible for reimbursement;
- (g) fines and penalties are not eligible for reimbursement;
- (h) the costs of alcoholic beverages are not eligible for reimbursement;
- (i) costs associated with software development and/or the purchase of hardware for the collection and/or management of homelessness data that results in an inability to participate in the National Homelessness Information System initiative (NHIS); and that constitutes a redundant use of funds and duplicates activities already offered through the Homeless Individuals and Families Information System (HIFIS) software are not eligible for reimbursement.

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

9.0 TERMS OF PAYMENT

9.1 Subject to section 8.2, the City will make payments of its contribution by way of progress payments. Each payment shall cover a monthly period (hereinafter referred to as the "Payment Period") during the Sub-Project Period.

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

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

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

(3) For the purposes of this Schedule,

"progress payments" means payments to reimburse the Sub-Agreement Holder for Eligible Expenditures after they have been incurred,

"monthly period" means a calendar month that falls within the Sub-Project Period or, if the calendar month falls only partially within the Sub-Project Period, such portion thereof, and

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

9.3(1) Where the City makes payments of its contribution to the Sub-Agreement Holder by way of advances,

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

(2) Where the City makes payments of its contribution to the Sub-Agreement Holder by way of progress payments, each progress payment shall cover the Sub-Agreement Holder's actual Eligible Expenditures incurred during the Payment Period as approved by the City following submission by the Sub-Agreement Holder of the financial claim for the Payment Period referred to in section 9.4.

9.4(1) Following the end of each Payment Period (monthly) of the Agreement, the Sub-Agreement Holder shall provide the City with a financial claim using a form provided by the City and signed/certified as true by an authorized official of the Sub-Agreement Holder containing:

- (a) a summary breakdown, per cost category in the Sub-Project Budget, of Eligible Expenditures incurred during the Payment Period;
- (b) an updated forecast of Sub-Project expenditures;
- (c) an activity report and the statistical data report (see Schedule C) describing the work completed on the Sub-Project during the Payment Period; and
- (d) all supporting documentation relative to the financial claim.

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

- (a) if the Payment Period is monthly, 15 days following the Payment Period.
- b) if the Payment Period is quarterly, 15 days following the Payment Period.
- (c) April 15th for the fiscal year immediately prior for fiscal reporting.

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

- (a) if the Sub-Agreement Holder has failed to submit when due
 - (i) a financial claim under section 9.4; or
 - (ii) any other document required by the City under this Agreement; or
- (b) pending the completion of an audit of the Sub-Agreement Holder's books and records, should Canada or the City decide to undertake such an audit.

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

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

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

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

10.0 ANNUAL FINANCIAL REPORTS

10.1 (1) At the end of each "Reporting Period" during the Sub-Project Period, the Sub-Agreement Holder shall provide to the City a financial report, **by APRIL 15TH for the fiscal year immediately prior**, containing:

- (a) a statement setting out:
 - (i) the total amount received from the City under this Agreement during the Reporting Period;
 - (ii) the total revenue received from other sources for the Sub-Project during the Reporting Period, including cash and the value of in-kind contributions;
 - (iii) the total amount of GST/HST rebates and interest earned by the Sub-Agreement Holder during the Reporting Period on advances of the City's contribution if the amount of interest earned is in excess of one hundred dollars (\$100); and,
 - (iv) the amounts realized during the Reporting Period from the disposition of any capital assets that had been originally purchased with funds from the City's contribution under this Agreement, and
- (b) an itemized statement setting out, by expenditure category as per the Sub-Project Budget, the total amount of the expenditures incurred during the Reporting Period in relation to the Sub-Project and to the corresponding approved Investment Plan.

(2) For greater certainty, failure on the part of the Sub-Agreement Holder to submit financial reports within the timeframe specified under subsection (1) may result in the City withholding payment of an advance or progress payment in accordance with subsections 9.5 (1) or (2) of this Schedule or withholding payment of any holdback retained by the City in accordance with section 9.6 of this Schedule.

(3) For the purposes of this section, "Reporting Period" means each Fiscal Year that falls within the Sub-Project Period or, if the Fiscal Year falls only partially within the Sub-Project Period, such portion thereof.

10.2 Each financial report submitted to the City pursuant to section 10.1 shall be accompanied by such supporting documentation as may be requested by the City.

Audit Requirement

10.3 (1) Unless otherwise notified by the City in writing, the Sub-Agreement Holder shall engage an independent licensed public accountant to audit, in accordance with Canadian generally accepted auditing standards, each financial report required under section 10. The Sub-Agreement Holder's letter of audit engagement shall include the requirements set out under section 10 of the Sub-Project Funding Agreement.

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

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

**REACHING HOME: CANADA'S HOMELESSNESS STRATEGY
FUNDING AGREEMENT
INSERT DATES HERE**

SCHEDULE C

ADDITIONAL CONDITIONS

LEGAL NAME OF SUB-AGREEMENT HOLDER:
SUB-PROJECT TITLE:

1.0 WORK PLAN

1.1 For each Fiscal Year that falls within the Sub-Project Period or, if the Fiscal Year falls only partially within the Sub-Project Period, such portion thereof, the Sub-Agreement Holder shall provide to the City for approval a "Work Plan" outlining the activities and timelines to be undertaken by the Sub-Agreement Holder in implementing the Sub-Project during the Fiscal Period or part thereof. Each Work Plan shall be prepared in accordance with guidelines issued by the City. A monthly activity progress report will be submitted to the City by the 15th of the month for the previous month

1.2 The Sub-Agreement Holder's approved Work Plan for the first Fiscal Year or part thereof of the Sub-Project Period is attached to and forms an integral part of Schedule A (Sub-Project Description) to this Agreement. The Work Plan for each subsequent Fiscal Year or part thereof shall be provided to the City for approval no later than thirty (30) days prior to the beginning of each Fiscal Year to which it relates. A fiscal activity progress report will be submitted to the City by April 15th for the year immediately prior. This report highlights the activities that have taken place to achieve the goal(s) and outcomes for the prior year as well as the achievements/challenges that occurred as a result of Reaching Home funded activities

1.3 The City will notify the Sub-Agreement Holder of its approval of each subsequent Work Plan no later than thirty (30) days following receipt of each plan. Upon approval, each subsequent Work Plan shall be attached to and form an integral part of Schedule A.

1.4 The Sub-Agreement Holder shall implement the Sub-Project in accordance with the approved Work Plans. The Sub-Agreement Holder shall not make any material change to an approved Work Plan without the written approval of the City.

2.0 DISTRIBUTION OF FUNDING TOWARDS SUB-PROJECTS

2.1 Reserved

2.2 (1) The Sub-Agreement Holder must demonstrate to the City that it applies sound financial management practices and respects the highest level of integrity.

(2) Subject to subsection (3), a Sub-Project shall not be funded if a review, audit or investigation conducted by the federal government, the government of a province or a public body created under the law of a province in the previous 3 years concludes to irregularities in the organization's financial management practices or raises integrity issues.

(3) The restriction in subsection (2) does not apply if an organization demonstrates that the irregularities and issues have been resolved and that measures have been diligently put in place to prevent reoccurrence.

2.3 Reserved

2.4 Reserved

Provision of Copies of Agreements and MOUs

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

Monitoring and Audit of Sub-Projects

2.6 The Sub-Agreement Holder understands that the City is required in its agreement with Canada to exercise due diligence in the administration of its agreements with Sub-Agreement Holders. Without limiting the generality of the foregoing, in exercising due diligence, the City is required to take appropriate measures for ensuring compliance by Sub-Agreement Holders with the terms and conditions of the agreement. The Sub-Agreement Holder agrees that the City may take the certain actions in furtherance of this, including:

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

2.7 The Sub-Agreement Holder authorizes the City to provide to Canada, upon Canada's request, a report of any monitoring review or audit of a Sub-Project undertaken by the City under section 2.6.

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

3.0 REPORTING

3.1 Reserved

Results/Statistical Data Reporting

3.2 The Sub-Agreement Holder will report to the City on a monthly basis, by the 15th of the month for the prior month, a monthly report of all activities, the payments made to support those activities, and statistical data, under the terms of the Sub-Project agreement. Staff of the Sub-Agreement Holder will attend all training sessions related to reporting requirements. Revised reporting forms will be sent to Sub-Agreement Holder under separate cover.

The Agreement Holder, at the time of signing the original funding agreement, shall submit a report of the results it expects in respect of the Program (hereinafter referred to as–“Expected Results/Statistical Data Report”) no later than five days after the Sub-Project start date, including but not limited to:

- (a) Demographics of the target population (age, gender, populations of interest, special needs):
- (b) Number of individuals and families placed into permanent housing through a Housing First Approach:
- (c) Number of individuals and families placed into more stable housing:
- (d) Number of days to move Housing First Individuals and Families into permanent housing:
- (e) Number of Housing First individuals and families who:
 - a. Remain housed at 3 months
 - b. Remain housed at 6 months
 - c. Remain housed at 12 months
 - d. Remain housed at 24 months
 - e. Moved again within this period
 - f. Successfully exited the Housing First program
 - g. Returned to homelessness
 - h. Had changes in income by income source
 - i. Had positive income transitions by type
 - j. Started an education program
 - k. Started a part-time education program
 - l. Started a full-time education program
 - m. Started employment
 - n. Had positive employment transitions by type
 - o. Started a job skills training program
 - p. Started volunteer work
 - q. Engaged in recreational or cultural programs or services

3.3 The Sub-Agreement Holder shall provide to the City, for each Fiscal Year by April 15th for the year immediately prior or part thereof of their Sub-Projects, a Fiscal Statistical Data Report detailing the actual results achieved during the reporting period in respect of the Expected Results/Statistical Data Report submitted to the City pursuant to section 3.2. Each Fiscal Statistical Data Report shall be submitted to the City no later than April 15th for the year immediately prior. Monthly statistical data will be provided to the City by the 15th of the month for the prior month. Reporting requirements may be altered during the course of this funding agreement by the City.

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

4.0 RESERVED

5.0 ENVIRONMENTAL PROTECTION

5.1 The Sub-Agreement Holder shall:

- (a) maintain and implement any and all environmental protection measures prescribed by Canada for ensuring that the harm to the environment resulting

from the Sub-Project, if any, will remain minimal; and

- (b) ensure that all environmental protection measures, standards and rules relating to the Sub-Projects established by competent authorities are respected.

6.0 OFFICIAL LANGUAGES

6.1 The Sub-Agreement Holder shall complete the French Language Services Report as per Schedule G, and shall:

- (a) make Sub-Project-related documentation and announcements (for the public and prospective Sub-Project participants, if any) in both official languages where applicable;
- (b) actively offer and provide in both official languages any Sub-Project-related services to be provided or made available to members of the public, where applicable;
- (c) encourage members of both official languages communities, including official language minority communities, to participate in the Sub-Project and its activities; and,
- (d) organize activities and provide its services, where appropriate, in such a manner as to address the needs of both official language communities.

7.0 FRAGRANCES AND SCENTED PRODUCTS IN THE WORKPLACE

7.1 The Sub-Agreement Holder will not apply or wear fragrances or scented products in any City of London facility and agrees to comply with the City of London Scent Free Policy, included at the end of this Schedule C, including notifying staff/volunteers who may visit any City of London facility.

City of London – Citi Plaza is a Scent Free Environment!

Policy

On the recommendation of the Joint Health and Safety Committee and in response to the health concerns arising from exposure to scented products, Citi Plaza will continue to maintain a Scent-Free Environment policy for all employees, to minimize exposure to scented products which may affect individuals who have sensitivities or allergic reactions to chemicals in scented products.

The use of the following scented products will not be allowed within the building at any time: perfumes, colognes, scented lotions, hairsprays, antiperspirants, creams, sanitizers, soaps and air fresheners. Unscented product lines are available for antiperspirants, hairsprays, moisturizing lotions and creams, as well as many other personal care products.

Signs will be posted at the entrances of our City of London - Citi Plaza offices effective March 27, 2017 (previously, effective June 1, 2009, at Market Tower). Staff are encouraged to communicate the policy to clients and visitors.

Fragrance Free or Unscented - means that there have been no fragrances added to the cosmetic product, or that a masking agent has been added in order to hide the scents from the other ingredients in the cosmetic.

Applicability

All City of London staff who work at Citi Plaza.

Implementation

The City of London staff in Citi Plaza will endeavor to make Citi Plaza scent-free. In order to meet this obligation we will:

1. Advise all staff and visitors entering the facility to avoid scented products.
2. Post signage throughout Citi Plaza that alerts staff and visitors of our scent-free environment.
3. Educate staff about the health effects of scented products and the Citi Plaza policy. This will occur through departmental/divisional/team meetings. For new staff, review of this policy will be a component of orientation.
4. Develop processes to manage specific departmental issues (use existing guideline).
5. It is the expectation that management enforce this policy as necessary. Staff are expected to comply. Once the education/orientation sessions have occurred, staff that operate in contradiction of this policy will be asked not to wear the product or to wash it off.

Review

This policy will be reviewed annually by the Joint Health and Safety Committee in Market Tower.

Revised 20.3.2017

SIGNATURES

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

SCHEDULE D

BLANKET INSURANCE POLICY OR EQUIVALENT FIDELITY BOND

LEGAL NAME OF SUB-AGREEMENT HOLDER:
SUB-PROJECT TITLE:

The Sub-Agreement Holder shall furnish the City with evidence of Blanket Position insurance policy or equivalent Fidelity Bond in the amount not less than the maximum amount of the City's contribution set out in Article 18 of this Agreement. The City shall be shown on the Policy as a named Obligee with respect to any loss or misuse of funds held by the Service Provider as described in this Agreement.



Certificate of Insurance - Standard

This is to certify that the Insured named below is insured as described:

***** This form must be completed and signed by your insurer or insurance broker.*****
 Note: Proof of liability insurance will be accepted on this form only (with no amendments).

Named Insured				E-mail address	
Insured's address (street name, city, province and postal code)				Telephone number	
				Fax number	
Type of insurance	Insurance Company (full legal name)	Policy Number	Effective Date Year Month Day	Expiry Date Year Month Day	Limits of Liability (bodily injury & property damage - Inclusive)
Commercial General Liability					Occurrence \$
					Aggregate \$
<input type="checkbox"/> Umbrella <input type="checkbox"/> Excess					Occurrence \$
					Aggregate \$
Other (Explain.)					Occurrence \$
					Aggregate \$

Commercial General Liability: **Occurrence Basis**, Including Personal Injury, Property Damage, Broad Form Property Damage, Contractual Liability, Non-Owned Automobile Liability, Owner's and Contractor's Protective Coverage, Products - Completed Operations, Contingent Employers Liability, Cross Liability Clause and Severability of Interest Clause.

Tenant's Legal Liability: NO or YES. . . (Limit) \$ _____

Liquor Liability: NO or YES

THE CORPORATION OF THE CITY OF LONDON, the London Convention Centre, Covent Garden Market Corporation, Museum London o/b London Regional Art & Historical Museums, London Public Library Board, London Police Service, Housing Development Corporation, London and London Middlesex Housing Corporation have been added as an additional Insured but only with respect to their interest in the operations of the Named Insured.

If cancelled or changed in any manner, that would affect the City of London or other scheduled additional Insured for any reason, so as to affect this certificate, thirty (30) days prior written notice by registered mail or facsimile transmission will be given by the insurer(s) to:

The Corporation of the City of London
Attention: Risk Management Division
520 Wellington Street, Unit 1
P O Box 5035
London, ON N6A 4L9

Office location:
Mailing address:

Fax: **519 661-4631**
E-mail: **certificates@london.ca**

Motor vehicle liability	Insurance Company	Policy Number	Effective Date (YYYYMMDD)	Expiry Date (YYYYMMDD)	Limits of Liability \$

Motor Vehicle Liability - must cover all vehicles owned, or operated by, or on behalf of the insured.

This is to certify that the Policies of Insurance as described above have been issued by the undersigned to the Insured named above and are in force at this time.

This certificate is executed and issued to the aforesaid Corporation of the City of London, the day and date herein written.

Name of insurance company or broker (completing form)		Telephone number
Address		Fax number
Name of authorized representative or official (Please print.)	E-mail address	
Signature of authorized representative or official	Date (YYYY-MM-DD)	

SIGNATURES

<hr/> SUB-AGREEMENT HOLDER	<hr/> SUB-AGREEMENT HOLDER	<hr/> THE CITY
<hr/> DATE	<hr/> DATE	<hr/> DATE

SCHEDULE E

UNDERTAKING USE OF THE CITY OF LONDON TREE LOGO

**Undertaking Use of the
City of London Tree Logo**

TO THE CORPORATION OF THE CITY OF LONDON

(INSERT NAME OF INDIVIDUAL, ORGANIZATION, COMPANY)
(herein referred to as the "party")

(INSERT FULL MAILING ADDRESS)

(INSERT PHONE NUMBER)

(INSERT EMAIL ADDRESS WHERE LOGO IS TO BE MAILED)



Terms and conditions

The Corporation of the City of London (herein referred to as the "Corporation") hereby grants to the party identified below a non-exclusive, non-transferable licence and permission to use and display the City of London Tree Logo (herein referred to as the "logo") subject to the party adhering to the following terms and conditions:

- 1. The party to this undertaking shall use and display the logo only in the form and in accordance with the specifications shown on, and for the purpose set out on Schedule "A" to this undertaking.
- 2. The party to this undertaking shall at all times use his/hers/its best efforts to preserve the distinctiveness, value and validity of the logo and without restricting the generality of the foregoing, shall not, without the Corporation's consent,
 - a) make any alteration to the logo;
 - b) use or adapt the logo as part of another graphic symbol or mark;
 - c) use the logo in proximity to or in conjunction with another graphic symbol or mark;
 - d) use the logo for any commercial purpose whatsoever; or
 - e) use the logo for any purpose other than as described on Schedule "A" to this undertaking.
- 3. If the Corporation so requests, the party to this undertaking shall in his/hers/its use and display of the logo include a notice or other indication to the effect that the logo is the property of and is used by the party under authorization from the Corporation.
- 4. During the term of this undertaking, the party to the undertaking shall not grant permission to any other person to use the logo.
- 5. The party to this undertaking shall during the term hereof make available to the Corporation, without expense to the Corporation, samples of any type of product or service material on or in which the logo is used or displayed.
- 6. It is hereby acknowledged by the party to this undertaking that the Corporation assumes no liability in respect of the party's use of the logo and in that regard the party to this undertaking hereby agrees to save the Corporation harmless.
- 7. The permission granted by this undertaking shall be for a period of two (2) years from the date hereof, or for the period of use described in Schedule "A" to this undertaking, whichever is shorter.
- 8. This undertaking shall terminate immediately upon an event of default specified in paragraphs 1, 2, 3, 4, 5, 6 or 7 of this undertaking where no remedy of such an event of default is completed by the party to the undertaking by such time as is specified in writing by the Clerk of the Corporation to the party to the undertaking.

I hereby accept all of the conditions with respect to the use of the logo that are set out in paragraphs 1 to 8, inclusive, of this undertaking.

Dated at London, Ontario this _____ day of _____, 20_____.

(INSERT TITLE, IF APPLICABLE)

(NAME, TITLE, Approving on behalf of the City of London)

Undertaking Use of the City of London Logo: Schedule A

Both the City of London tree logo and the components contained within the logo are registered trademarks and should not be used by third party organizations without the written permission of the City's Corporate Communications Division.

Please check the applicable answer to the following questions, providing details where indicated

1. Criteria for supplying logo.

The City will only provide its corporate logo in the event you meet one of the following criteria. Please check the option(s) that applies.

- You are a department, division, board, commission, task force or committee of the Corporation of the City of London.
- Your organization/ program/ event currently receives monetary support from the Corporation of the City of London.
- Your organization/ program/ event currently receives in kind support from the Corporation of the City of London.

Unfortunately, if you do not qualify within one of these categories, we are unable to grant you permission to use the corporate trademarked logo or any of the logo's trademarked individual components (fonts, tree icon, etc).

2. City of London Staff Sponsor.

The staff sponsor is a person, currently employed by the corporation, that can confirm you fall within the criteria outlined in section one.

Name: _____
Job Title: _____
Department: _____

3. This application for permission to use the City's logo is with respect to:

- Print marketing/promotional material and/or informational or educational literature.
Please briefly describe the purpose of your communication and the form it will take. For example, advertising in a newspaper, magazine, newsletter; event invitation or program; brochure or leaflet; poster; direct mail piece, etc.

- Electronic publication, for example, a Web site, on-line newsletter or video. Please briefly describe.

- Other, for example, clothing, pennants, coffee mugs, balloons, etc. Please briefly describe.

4. The date/expected period of use of the logo is: _____

5. The intended reproduction of the logo is in: _____

- Colour (silver and green: using as applicable, Pantone: Matte stock Green 3308U and Metallic Silver 877U; Gloss stock Green 3308C and Metallic Silver 877U; CYMK Matte and Gloss Stock: Green Cyan 100, Magenta 0, Yellow 60, Black 70: Gray: Cyan 0, Magenta 0, Yellow 0, Black 25.
- Black only
- White only (reversed in a dark background colour)

6. The City of London is connected with this program, event, activity:

- as a primary sponsor/participant
- through funding support such as Cultural/Arts grants

7. A mock-up/sample layout of the intended logo application is attached.

- Yes No

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

**SCHEDULE F
-IF APPLICABLE-**

WORKER'S COMPENSATION DECLARATION

February 29, 2000

WORKERS' COMPENSATION DECLARATION - CORPORATION TAX ACT WD-1

CANADA)	
)	
PROVINCE OF ONTARIO)	IN THE MATTER OF the annexed Agreement made
)	between
COUNTY OF MIDDLESEX)	
)	
TO WIT:)	and THE CORPORATION OF THE CITY OF LONDON
)	dated the ____ day of _____, 20____, in respect
)	of
)	
)	
I, _____)	of _____ in the County of _____,
<i>(name)</i>		<i>(city, town)</i> <i>(county)</i>

do solemnly declare as follows:

1. That I am _____ and as such
(title, position)
have knowledge of the matters hereinafter declared to.
2. That _____ paid all assessments or compensation payable to the
(contractor)
Workplace Safety and Insurance Board.
3. That _____ paid all taxes and/or penalties imposed on it by The Corporation
(contractor)
Tax Act of the Province of Ontario.

AND I MAKE this solemn Declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of The Canada Evidence Act.

DECLARED before me at the City of _____,
in the County of _____, this
_____ day of _____, 20____. _____
(name, position)

A COMMISSIONER, ETC.

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

SCHEDULE G

FRENCH LANGUAGE SERVICES

FRENCH LANGUAGES SERVICES REPORT

Please complete and submit this report at the time of signing the Agreement.

Sub-Agreement Holder:

Sub-Agreement Holder Address:

Sub-Agreement Holder Contact:

Name:

Number:

Email:

This report is to confirm that as of _____, the _____
(Sub-Agreement Holder name) will be providing services under the City of London Sub-
Project Funding Agreement and has an office in an area designated under the *French
Language Services Act* ("FLSA").

The _____ (Sub-Agreement Holder name)
confirms that as of ____ it will be:

- a) Providing services as identified in the description of services to the public in French in all of its locations located in or serving an area designated as part of the services delivered through this Agreement.
- b) Making it known to the public, including by way of signs, notices, other information on services, and initiation of communications in French, that services provided to and communications with the public in connection with the funding under this Agreement.

I declare that the above information is true and complete.

Sub-Agreement Holder Signature

Name:

Title:

I have the authority to bind the _____
(Sub-Agreement Holder name)

Dated at _____ (Sub-Agreement Holder name) this ____ day of
_____, _____.

As a Sub-Agreement Holder that will be receiving funding under the City of London Sub-

Project Funding Agreement and having locations located in or serving an area designated under the *French Language Services Act*, please complete the section below.

Sub-Agreement Holder Name: _____

Name of Designated Area(s): _____

Description of Funded Activity

Please select all items that apply to the funded activities you will be providing under the City of London Sub-Project Funding Agreement in a location that is located in or services a designated area.

- Signage and visibility of available services in French
- Over-the-counter services are available in French
- Written correspondence and telephone service are available in French
- Translation of written material produced for public use is available in French
- Other (please specify)

Please list any services or locations in designated areas where these French language services will not be provided. Please explain.

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

