

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 authorized to execute any further Amendments to the Funding Agreement if the Amendments are substantially in the form of 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 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.

6. 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.

7. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on May 5, 2020

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 5, 2020
Second Reading – May 5, 2020
Third Reading – May 5, 2020



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)