

Bill No. 267
2020

By-law No. A.-_____ -_____

A by-law to approve the CMA Foundation Gift Agreement with the CMA Foundation; and, to delegate authority to execute the Agreement.

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. CMA Foundation Gift Agreement, between the CMA Foundation, 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. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on September 15, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – September 15, 2020
Second Reading – September 15, 2020
Third Reading – September 15, 2020



**CMA FOUNDATION COVID-19 COMMUNITY RESPONSE FUND FOR
VULNERABLE POPULATIONS GRANT INITIATIVE**

Community Gift Agreement

This **GIFT AGREEMENT** ("**Agreement**") is entered into as of the _____ day of _____, 2020 (the "**Effective Date**") by and between:

CMA FOUNDATION, a registered charity having its head office located at Suite 500, 1410 Blair Place, Ottawa, Ontario (Charitable No. 820429678 RR 0001) (the "**CMAF**")

and

THE CORPORATION OF THE CITY OF LONDON, a Qualified Donee having its head office located at 300 Dufferin Avenue, London Ontario (the "**RECIPIENT**")

(collectively referred to as the "**Parties**", or each a "**Party**")

WHEREAS, the CMAF is a registered charity under the *Income Tax Act* (Canada) that gifts money to qualified donees to further excellence in healthcare;

AND WHEREAS, the RECIPIENT is a Canadian municipality which qualifies as a qualified donee as defined under the *Income Tax Act* (Canada) ("**Qualified Donee**");

AND WHEREAS, the CMAF wishes to provide a gift to the RECIPIENT in support of vulnerable populations within their community affected by COVID-19 as part of its **CMA Foundation COVID-19 Community Response Fund for Vulnerable Populations** pursuant to the terms and conditions of this Agreement;

The Parties hereby agree as follows:

The Gift

1. Subject to the terms and conditions of this Agreement, the CMAF agrees to make a gift to the RECIPIENT in the amount of \$50,000.00 (CDN) (the "**Gift**"). The Gift will be made according to the following schedule:

Installment	Payment Amount	Date
One-Time Gift	\$50,000.00	Upon receipt of: (a) signed Agreement, and (b) all banking information required to process the payment to the satisfaction of the CMAF.

The CMAF may add to or accelerate the completion of the Gift at its discretion.

The Term

- The term of the Agreement shall begin on the Effective Date and end on March 31, 2021, unless terminated earlier in accordance with the terms of this Agreement (the "Term").

Purpose of the Gift

- The RECIPIENT shall use the Gift for Eligible Expenses related to Eligible Activities, as defined in **Schedule A**, which: (a) support community-level emergency response to COVID-19 through interventions that address urgent gaps in ensuring the health and well-being of vulnerable populations in the RECIPIENT's community, and (b) contribute to the short- and long-term resiliency of community-level supports for vulnerable populations, including community health supports (the "Purpose").
- If, at some future time, it becomes impossible or impractical to use the Gift for the Purpose, or if this Agreement is determined to be in conflict with any federal, provincial, or local law, regulation, or ordinance, the RECIPIENT's governing body (such as Municipal Council or like body), in consultation with the CMAF, or its designate, will re-direct the use of the Gift in the best interest of the RECIPIENT and in a manner as close as possible to the original intent of the CMAF, as expressed in this Agreement.

Reporting

- The RECIPIENT shall provide the reports described in **Schedule B** to this Agreement to the CMAF, or its designate, and shall make its representative(s) reasonably available to the CMAF, or its designate, to answer questions related to the reports required under this Agreement.
- Copyright in all reports, documents and deliverables prepared in connection with this Agreement and listed in the Schedules of this Agreement (the "Reports") will be the exclusive property of, and all ownership rights shall vest in the RECIPIENT.
- The RECIPIENT hereby grants to the CMAF an irrevocable, perpetual, worldwide, royalty-free license to use, publish, make improvements to, sub-license, translate and copy the Reports or portions thereof. This license shall survive the expiration or termination of this Agreement.

Representations and Warranties

8. The RECIPIENT represents and warrants to the CMAF (and acknowledges that the CMAF is relying on such representations and warranties in entering into this Agreement) that: (a) it has the full power and authority to enter into and perform its obligations under this Agreement; (b) it has taken all necessary actions to authorize the execution of this Agreement; and (c) it is and will continue to be a Qualified Donee throughout the Term of this Agreement.

Publicity

9. The RECIPIENT agrees that all communications, publicity and / or public notices to third parties related to the Gift and / or the activities funded by the Gift shall be aligned to, and consistent with, the terms of this Agreement and the information provided to the RECIPIENT by the CMAF, or its designate. The RECIPIENT agrees to keep the CMAF, or its designate, informed of any and all significant public notices, significant media pitches/coverage or significant publicity to third parties related to the Gift and / or the activities funded by the Gift.
10. The RECIPIENT agrees to reference the CMAF in all communications, public announcements, signage, media coverage and other forms of publicity relating to the activities funded by the Gift.
11. During the Term, the CMAF hereby grants to the RECIPIENT a non-exclusive, non-assignable, non-transferable, royalty-free, limited license to use its trademarks and logos (the "Trademarks") solely for the purpose of publicity relating to the Gift, activities supported by the Gift and fulfilling its obligations under this Agreement. Prior to use of the Trademarks, the RECIPIENT must submit to the CMAF for review and approval its actual proposed use of the Trademarks. The RECIPIENT agrees that it must not alter the Trademarks in any manner whatsoever beyond what is electronically provided by the CMAF including, without limitation, the appearance and size of such Trademarks.

Right of Audit and Records

12. The CMAF or its designate may at any time during the Term of this Agreement or for a period of three years following the end of the Term, audit and inspect accounts, records, receipts, vouchers, and other documents of the RECIPIENT relating to the Gift and its use ("Records") and shall have the right to make copies and take extracts of the Records. The RECIPIENT agrees to provide reasonable co-operation to assist with any such audit during such period and shall retain the Records for at least three years from the end of the Term. Records shall be treated as Confidential Information (see Section 13, below).

Confidentiality

13. The Parties acknowledge that the terms of this Gift Agreement (subject to Sections 9-10 - Publicity) and any oral or proprietary or confidential information exchanged between the Parties (whether marked as confidential information or not) in connection with the preparation

and performance this Agreement shall be regarded as confidential information (“**Confidential Information**”). Each Party shall maintain confidentiality of all such Confidential Information, and without obtaining the prior written consent of the other Party, it shall not disclose any relevant Confidential Information to any third Parties. Notwithstanding the foregoing, (a) the CMAF may disclose Confidential Information to staff and employees of its sole member, the Canadian Medical Association (the “**CMA**”) and the CMA’s direct and indirect subsidiaries (“**CMA Affiliates**”), and (b) the Parties may disclose Confidential Information to any consultants and / or contractors engaged by the Party (or, in the case of the CMAF, engaged by the CMAF, the CMA or a CMA Affiliate) provided that such individuals shall be bound by confidentiality obligations similar to those set forth in this Section.

“Confidential Information” excludes information that: (a) is or will be in the public domain (other than through the receiving Party’s unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, or orders of the court or other government authorities; or (c) is required to be disclosed by any Party to its members, directors, officers, relevant employees, legal counsel or financial advisors provided that such individuals shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any Confidential Information by staff members, contractors or consultants permitted under this Agreement shall be deemed disclosure of such Confidential Information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

Indemnity

14. The RECIPIENT shall indemnify and save the CMAF, its affiliates (comprised of the CMA and CMA Affiliates) and the Federation of Canadian Municipalities, and each of their respective members, officers, directors, employees, volunteers and agents (collectively the “**Indemnified Parties**”), harmless from and against all claims, actions, losses, expenses, costs or damages of every nature and kind that the Indemnified Parties may suffer, caused or alleged to be caused by any willful or negligent act, omission or delay on the part of the RECIPIENT or its officers, directors, employees, volunteers, contractors or agents, in connection with this Gift Agreement or the activities funded thereby.

Termination

15. This Agreement shall be terminated automatically and with immediate effect if at any time:
 - a. The RECIPIENT loses its status as a Qualified Donee;
 - b. An event takes place that, in the CMAF’s reasonable opinion, affects the reputation and good standing of the RECIPIENT; or
 - c. There is a material breach of any term of this Agreement.
16. Upon termination, any portion of the Gift that may be held by the CMAF and/or any unspent portion of the Gift that may be held by RECIPIENT at the time of termination shall be returned to the CMAF and distributed to such other Qualified Donee as may be selected by the CMAF.

General Provisions

17. Amendment. This Agreement may be amended in writing by the mutual consent of the Parties or their legal representatives.
18. Policies. This Agreement is subject to the policies of the CMAF, as may be amended from time to time.
19. Relationship between the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.
20. Notice. Unless otherwise provided, all notices, consents, requests, demands and other communications hereunder shall be in writing, and are deemed to have been duly given or made: (i) when delivered in person; (ii) three days after deposit in the Canada Post, first class postage prepaid certified mail, return receipt requested; (iii) overnight courier service, upon delivery by the overnight courier service with payment provided for; or (iv) in the case of fax or email, when acknowledged by the recipient; in each case addressed as follows:

a. **RECIPIENT**

Contact: Kate Green, Manager
Address: 300 Dufferin Avenue
London ON N6A 4L9
Email: kgreen@london.ca

b. **CMAF**

Contact: Allison Seymour, President
Address: Suite 500, 1410 Blair Towers Place
Ottawa ON K1J 9B9
Email: cmafoundation@cma.ca
Copy to: legal@cma.ca

(With a reference to the COVID-Contract # noted in footer of this Agreement, if applicable.)

Either Party may give notice under this section of a change of address.

21. Dispute Resolution. In the event a dispute arises out of or in connection with this Agreement and is not resolved in private meetings between the Parties, then such dispute or controversy shall be settled by a process of dispute resolution as follows to the exclusion of such persons instituting a law suit or legal action: (a) the dispute shall be settled by arbitration before a single arbitrator, in accordance with the Arbitration Act, 1991 (Ontario) or as otherwise agreed upon by the Parties to the dispute. The arbitration shall be held in Ottawa, Ontario. All proceedings relating to arbitration shall be kept confidential, and there shall be no disclosure of any kind. The decision of the arbitrator shall be final and binding and shall not be subject

- to appeal on a question of fact, law or mixed fact and law; and (b) all costs of the arbitrator shall be borne by such Parties as may be determined by the arbitrator.
22. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the Federal laws of Canada applicable therein.
23. Entire Agreement. This Agreement constitutes the entire agreement and full understanding among the Parties hereto with respect to all of the matters herein and it supersedes any prior negotiations, agreement or understandings among them, oral or written, with respect to the matters addressed herein, all of which are hereby cancelled.
24. Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
25. Waiver. Failure by either Party to exercise any of its rights, powers or remedies shall not constitute a waiver of those rights, powers or remedies.
26. Survival. Sections 7 (Reporting), 12 (Right of Audit and Records), 13 (Confidentiality), 14 (Indemnity), 15-16 (Termination) and 17-31 (General) herein shall survive such expiration or other termination of this Agreement to the extent necessary to carry out the intentions of the Parties under this Agreement.
27. Circumstances Beyond the Control of Either Party. Neither Party shall be responsible for damage caused by delay or failure to perform under the terms of this agreement resulting from matters beyond the control of the Parties including strike, lockout or any other action arising from a labour dispute, fire, flood, pandemic, act of God, war, riot or other insurrection, lawful act of public authority, or delay or default caused by a common carrier that cannot be reasonably foreseen or provided against.
28. Language. The Parties agree that this Agreement and related documents be drawn up in the English language only. Les parties conviennent que cette entente et les documents connexes soient rédigés en langue anglaise seulement.
29. Counterparts. This Agreement may be executed in counterparts with the same effect as if all Parties had signed the same document. A digital signature on this Agreement shall be sufficient and binding.
30. Further Assurances. Each of the Parties hereto will promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other Parties hereto may reasonably require from time to time for the purpose of giving effect to this Agreement.
31. Effective Date. This Agreement shall be deemed effective as Effective Date.

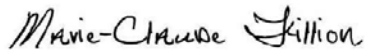
CMA FOUNDATION



By: _____
Allison Seymour, President

THE CORPORATION OF THE CITY OF LONDON

By: _____
Ed Holder, Mayor



By: _____
Marie-Claude Fillion, Chief Financial Officer
We have the authority to bind the CMAF.

By: _____
Catherine Saunders, City Clerk
We have the authority to bind the RECIPIENT.

SCHEDULE A – ELIGIBLE ACTIVITIES and ELIGIBLE EXPENSES

CMA Foundation COVID-19 Community Response Fund for Vulnerable Populations

The following are **Eligible Activities** under this Agreement:

1. Health and medical services

This could include, but is not limited to, the purchase of personal hygiene products and personal protective equipment for staff and vulnerable individuals; providing general health or medical services (including counselling and substance use support); and the hiring of medical and other professionals to provide those services.

2. Daytime services and facilities

Many physical spaces (e.g. libraries, malls, community centres, etc.) and services (e.g. drop-in programs, food programs, etc.) that people experiencing homelessness use during the day are closed. This is leading to isolation protocols being breached even for those who have secured isolated housing. This could include, but is not limited to, the re-opening and/or repurposing, and staffing, of dedicated spaces for people experiencing homelessness (including municipal facilities), and the creation and / or expansion of permanent or temporary community hygiene facilities.

3. Client support services

Generally, client support services include individualized services to help improve integration and connectedness to support structures, such as treatment services. This could also include, but not be limited to, the procurement of emergency shelter beds and barriers to separate beds; and increased frequency or nature of cleaning of shelters and related facilities.

4. Coordination of resources and data collection

This could be used for, but not limited to, developing and supporting partnerships with community agencies who can assist vulnerable populations; disseminating information; and public relations activities.

5. Prevention and shelter diversion

Prevention includes activities aimed at preventing homelessness by supporting individuals and families at imminent risk of homelessness before a crisis occurs. Generally, this includes, but is not limited to, discharge planning from public systems and institutions, landlord intervention and emergency rental assistance. This could also include, but is not limited to, short-term financial assistance for rental arrears; landlord-tenant mediation addressing unpaid rent; delivery of non-housing financial support, such as groceries, personal hygiene products, etc., to offset housing costs; and assistance ensuring individuals exiting institutions immediately secure housing so that they do not access shelters.

6. Housing services

Housing services are those that help an individual or family transition into safe, stable housing. Generally, this includes, but is not limited to, assistance finding housing, funding to secure housing (deposit), and funding and support to furnish housing. This could also include, but is not limited to, measures to ensure physical distance or isolation, such as by placing and paying for individuals to live in temporary, transitional, or permanent housing accommodations (including, but not limited to, hotels, rooming houses, community buildings, etc.).

7. Capital investments

Generally, capital investments support the acquisition, construction or repair/rehabilitation of housing, including transitional and supportive housing. This could also include, but not be limited to, the purchase or repurpose of existing properties for temporary housing or renovation of existing facilities to create spaces for self-isolation and greater physical distance.

8. Other

Activities other than those listed above may be considered eligible if: (i) they contribute directly to the Purpose of the Gift, and (ii) they are approved in advance by the CMAF, or its designate, in writing.

Eligible Expenses

The following Eligible Expenses are direct expenses related to Eligible Activities:

- a) **Personnel** – Funding can be used to pay new or temporary personnel that are hired/contracted specifically for Eligible Activities. Personnel already paid from other sources via salaries, grants or other means should not be compensated with CMAF funds.
- b) **Supplies and services** – Supplies and services that are immediately used to carry out Eligible Activities.
- c) **Equipment and technology** – Funding may be used to purchase essential equipment or develop new equipment/technologies that are required for Eligible Activities. Funding may also be used to rent/lease major equipment or buildings.
- d) **Financing** – Funding may be used to rent, reopen or refurbish buildings or shelters. If warranted, funding may also be used for short-term financial assistance for housing or living expenses.

The following expenses are not Eligible Expenses for the purposes of this Agreement:

- (a) General overhead expenditures incurred in the RECIPIENT's regular course of business, including salaries and other employment benefits of any employees,
- (b) Any direct or indirect operating or administrative costs of the RECIPIENT, and
- (c) Expenses for any other activities normally carried by the RECIPIENT.

The Gift is not intended to replace or displace existing sources of funding that may be provided by the provincial/territorial or federal governments. In particular, these funds are intended to complement funding provided through the Reaching Home program as part of the federal government's COVID-19 response plan.

SCHEDULE B – REPORTING OBLIGATIONS

The RECIPIENT shall deliver the following reports to the CMAF, or its designate, in a form satisfactory to the CMAF on the due dates set out below.

REPORT	DUE DATE	MINIMUM REQUIREMENTS
Use of Funds and Target Outcomes (Interim Report)	On or before August 6, 2020	<ul style="list-style-type: none">At a minimum, completed Tables 1 and 2 as set out in Schedule B.1, in a form satisfactory to the CMAF, including but not limited to, testimonials from one or more local residents receiving support through the Eligible Activity and photos, if appropriate and where possible.
Final Impact Report	On or before February 2, 2021	<ul style="list-style-type: none">At a minimum, completed Tables 1 and 2 as set out in Schedule B.1, in a form satisfactory to the CMAF, including but not limited to, testimonials from one or more local residents receiving support through the Eligible Activity and photos, if appropriate and where possible.

Please see Table 1 and Table 2 provided for indicative purposes in Schedule B.1. Reporting templates will be sent to the Recipient by June 30, 2020.

SCHEDULE B.1

FOR ILLUSTRATIVE PURPOSES ONLY

Reporting templates with more detailed guidelines will be provided on or before June 30, 2020.

Municipality / Recipient	The Corporation of the City of London
Project Title	Housing Stability Services
Project Description	Providing support for individuals and families experiencing homelessness to transition into safe, stable housing.
Date	
CMAF Contract Reference #	CMAF-COVID-Contract# 2020-00360
Recipient Reporting Contact	Kate Green

Table 1. Expenditures by Eligible Activity

Interim Report – Fill in the description of the activity, population supported, project timeframe and associated expenses. Reference any additional funding support directed toward this activity.

Final Report – Reflect on the funded activities and actual expenses.

EXPENDITURES BY ELIGIBLE ACTIVITY						
Eligible Activity	Interim Report					Final Report
	Name of Activity	Description of Activity	Population Supported	Activity Timeframe (MM/YY – MM/YY)	Eligible Expense (\$)	Actual Expenses (\$)
Health and medical services						
Daytime services and facilities						
Client support services						
Coordination of resources and data collection						
Housing services						
Prevention and shelter diversion						
Capital investments						
Other*						
Total Expenditure (\$)					\$	\$

*Only if approved by the CMAF in accordance with Schedule A of the Agreement.

CMAF-COVID-Contract# 2020-00360

Table 2. Outcomes by Eligible Activity

Interim Report – Fill in the description of the activity, target outcome or output and target indicator.

Final Report – Reflect on the funded activities and report the actual impact. Provide comments regarding successes, challenges faced, remaining gaps or lessons learned.

Outcome: The change(s) in technology, systems, practices or behaviors the donation seeks to achieve.

Output: The products, services, or deliverables produced during the activity timeframe.

Indicator: The outcome metric(s) tracked to demonstrate impact of the donation, e.g. number of people supported or other relevant measure.

OUTCOMES BY ELIGIBLE ACTIVITY						
Eligible Activity	Interim Report				Final Report	
	Name of Activity	Description of Activity	Target Outcome or Output	Target Indicator (# people supported)	Actual (# people supported)	Comments
Health and medical services						
Daytime services and facilities						
Client support services						
Coordination of resources and data collection						
Housing services						
Prevention and shelter diversion						
Capital investments						
Other*						

*Only if approved by the CMAF in accordance with Schedule A of the Agreement.