

Bill No. 40  
2022

By-law No.

A by-law to approve a standard form Sub-Project Funding Agreement, for projects under the Federal Reaching Home program, 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 3.1 of the *Municipal Act, 2001* states that the Province acknowledges that a municipality has the authority to enter into agreements with the Crown in right of Canada with respect to matters within the municipality's jurisdiction;

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 section 6 of the *Housing Services Act, 2011* requires The Corporation of the City of London ("City") as service manager to have a plan to address housing and homelessness;

AND 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 *Municipal Act, 2001* provides authority for a municipality to delegate its powers and duties under this or any other Act to a person, subject to certain restrictions;

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. The standard form Reaching Home: Canada's Homelessness Strategy Sub-Project Funding Agreement, to be entered into between the City of London and such entities who have been selected for funding for their sub-projects in accordance with the City's Funding Agreement with Canada, substantially in the form attached as Schedule 2 to this by-law, is authorized and approved (the "Sub-Project Funding Agreement").

2. (a) The Deputy City Manager Social and Health Development and their written designates are jointly and severally delegated the discretionary power to insert the applicable required information into the standard Sub-Project Funding Agreement approved in paragraph 1.

(b) The Deputy City Manager Social and Health Development is delegated the discretionary power to:

(i) approve the agreement with the details inserted in subparagraph 2(a); and

(ii) execute agreements which employ this form,

on the condition that the exercise of such powers is consistent with the Reaching Home: Canada's Homelessness Strategy guidelines and applicable agreements with Canada, and that the exercise of such powers does not require additional funding or is provided for in the City's current budget, and that does not increase the indebtedness or contingent liabilities of the City, subject to prior review and approval by the Manager of Risk Management.

3. (a) The Deputy City Manager Social and Health Development and their written designates are jointly and severally delegated the discretionary power to authorize and approve such further and other documents, including amending agreements, that may be required in furtherance of the City of London's agreements with organizations that are consistent with the Reaching Home: Canada's Homelessness Strategy guidelines and applicable agreements with Canada and requirements contained in the standard form Sub-Project Funding Agreement approved in this by-law, and that do not require additional funding or are provided for in the City's current budget, and that do not increase the indebtedness or contingent liabilities of the City, subject to prior review and approval by the Manager of Risk Management.

(b) The Deputy City Manager Social and Health Development is delegated the authority to execute such documents including amending agreements approved in subparagraph 3(a).

4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on December 21, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First reading – December 21, 2021

Second reading – December 21, 2021

Third reading – December 21, 2021

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**

**[INSERT NAME OF SUB-AGREEMENT HOLDER]  
(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"; and
- (g) Schedule F – 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 15<sup>th</sup> 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 Sub-Agreement Holder's 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, keep harmless, and save Canada and the City, its elected and appointed officials, officers, employees, agents, representatives, successors and assigns (collectively, the "Indemnified Parties"), at the Sub-Agreement Holder's sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that the Indemnified Parties 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.

20.3 No individual to whom the City's Code of Conduct or Code of Ethics applies shall derive a direct benefit from this agreement.

## **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.

### **35.0 Obligations Excused if No Reasonable Control**

35.1 If either Party can provide evidence to the satisfaction of the other that its performance of any of its obligations under this Agreement is prevented by reason of any event or combination of events beyond its reasonable control, it shall be entitled to relief from performing each such obligation under this Agreement for such period as the event or combination of events continues to prevent performance.

35.2 Neither Party shall be entitled to claim relief in respect of any period during which it could have complied with any obligation (or any part thereof) by using its best endeavours to avoid, overcome or minimize wholly or partly the effects of the said event or combination of events.

Reasonable Endeavours – Notice - Force majeure

35.3 The Party prevented from performing any obligation under this Agreement in the circumstances contemplated in paragraph 35.1 shall notify the other as soon as it becomes aware of the event. Each of the Parties shall use all reasonable endeavours to avoid, overcome or minimize wholly or partly the effect of any event referred to in paragraph 35.1 upon the performance of its obligations under this Agreement.

**SIGNATURES**

IN WITNESS WHEREOF the parties have executed this agreement by their duly authorized officers:

**For the City:**

**THE CORPORATION OF THE CITY OF LONDON**

Date: \_\_\_\_\_

\_\_\_\_\_

Deputy City Manager Social and Health Development

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

**{INSERT CORPORATE NAME OF SUB-AGREEMENT HOLDER}**

Date: \_\_\_\_\_

\_\_\_\_\_

\*(Signature)

\_\_\_\_\_

(Print Name)

\_\_\_\_\_

(Print Title)

\_\_\_\_\_

\*(Signature)

\_\_\_\_\_

(Print Name)

\_\_\_\_\_

(Print Title)

\*I/We have authority to bind the Corporation.

## SCHEDULE A

### SUB-PROJECT DESCRIPTION

NAME OF SUB-AGREEMENT HOLDER:
PROJECT TITLE:

<b>Agreement Holder</b>		<b>The City</b>	
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:

<b>PROJECT START DATE</b> [DAY/MONTH/YEAR]	<b>PROJECT END DATE</b> [DAY/MONTH/YEAR]	Total Number of Participants: (if applicable)	

<b>PROJECT NAME:</b>

**1. Description of Project or Services**

[Insert description of services here]

Coordinated Access

Service Provider will fully participate in the City of London Homeless Prevention housing stability system, including coordinated access, to serve individuals meeting prioritization criteria as determined by the system.

**2. Collection of Data by the Service Provider**

[Insert Data Collection Requirements]

The Service Provider agrees to use the shared installation of HIFIS as their information system as directed by the shared policies and practices of the London Homeless Prevention Network, and to ensure participant information is current wherever possible. The Service Provider agrees to use HIFIS for the disclosure of information to other homeless serving organizations in the Network, subject to the consent of the participant.

Data collection requirements may change over time and additional data collection may be required. The City of London will notify the Service Provider if there are any changes to data collection requirements.

**3. Outcomes and Targets**

[Insert program anticipated outcomes and targets here]

**4. Critical Incident Reporting**

Critical incidents are generally considered to include:



- Any death of a participant;
- any incident where emergency services are contacted;
- any life threatening situation that occurs involving a participant, including and not limited to: severe assault; accidental injuries; attempted suicide; incidents involving a fire arm; loss of consciousness related to drug overdose;
- any situation which results in the interruption of service delivery;
- any occurrence of fire resulting in damage; or,
- any other occurrence deemed relevant by the City of London.

The Service Provider will provide the City of London with Critical Incident Reports within twenty-four hours of an occurrence.

**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 EXPENDITURES/COSTS**

**GENERAL CONDITIONS**

4.1 Costs are Eligible Expenditures only if they are

- a) directly related to Sub-Project activities, and
- b) reasonable.

4.2 Costs of all goods and services acquired from business that are, in the opinion of the City, related to, or associated or affiliated with, the Sub-Agreement Holder, as the case may be, shall be valued at the cost to the supplying entity. The eligible cost of these acquisitions shall not include any mark up for profit and shall not exceed fair market value. The Sub-Agreement Holder and the City have access to the relevant records of the supplying entity for the purpose of verifying the amount of the cost claimed by the Sub-Agreement Holder, and the City is not obliged to consider the eligibility of any such cost unless access to such records is provided, if requested.

4.3 Only those costs with respect to which the Sub-Agreement Holder has incurred an obligation during the Sub-Project Period and received goods and services by the end of the Sub-Project Period are Eligible Expenditures. No costs incurred by the Sub-Agreement Holder prior to or following the Sub-Project Period are Eligible Expenditures.

4.4 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 HST input tax credit or rebate is excluded from Eligible Expenditures and not eligible for reimbursement. The Sub-Agreement Holder, as the case may be, shall, as far as reasonable and practical take advantage of any HST rebates or input tax credits that may be available to it.

**CATEGORIES OF ELIGIBLE EXPENDITURES**

4.5 Where approved, a direct labour cost (including benefits) may be claimed for the work performed. The payroll rate acceptable for personnel performing the work will not exceed the prevailing rate in the same or most similar category or industry.

4.6 The Sub-Agreement Holder, may claim only that time spent directly on the Sub-Project, excluding indirect time and non-Sub-Project related time.

4.7 Direct materials, sourced internally or externally that are consumed in carrying out the Sub-Project are Eligible Expenditures.

4.8 Also eligible are costs which are specifically identified as having been incurred in the performance of a Sub-Project. In general, these could include but are not limited to, the following categories of costs:

- a) the costs of goods or services contracted out to a licensed contractor;
- b) accounting and legal costs directly related to the Sub-Project activities;
- c) overhead costs, being those costs which, though necessarily having been incurred during the Sub-Project for the conduct of the Sub-Agreement Holder's business in general, cannot be identified and measured as directly applicable to the Sub-Project. Overhead costs may include, but are not necessarily restricted to, such items as costs of a general nature such as power, heat, light, operation and maintenance of general assets and facilities, supplies, printing, publishing, distribution, promotion, advertising;
- d) services provided by an architect, engineer, or qualified project manager;
- e) the costs of purchasing, renovating or expanding buildings for use as transitional and supportive housing; and
- f) costs of the community consultation process related to the planning approval process, including the cost of hiring a community development consultant.

## 5. INELIGIBLE ELIGIBLE EXPENDITURES/COSTS

The following costs are not Eligible Expenditures:

- a) entertainment expenses;
- b) donations;
- c) fines and penalties;
- d) membership fees for clubs; and
- e) costs of constructing, buying, or renovating buildings for use as permanent housing for homeless people.

## 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 SUB-PROJECT START DATE AND SUB-PROJECT END DATE]

[Insert Sub-Project Budget]

### 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 organization'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.

**Facilities** means any expenditure incurred by the Recipient, in direct relation to a Project activity, towards the purchase of land or a building, construction or renovation of a building, or accomplishing any predevelopment activities leading up to any of the latter ends.

**Capital Assets** means any expenditure incurred by the Recipient towards the purchase or leasing-to-own of materials subject to the provisions of section 24.0 of the Articles of Agreement.

## **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 15<sup>th</sup> 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 15<sup>TH</sup> 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.

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

**SCHEDULE C**

**ADDITIONAL CONDITIONS**

LEGAL NAME OF SUB-AGREEMENT HOLDER: [INSERT LEGAL NAME]
SUB-PROJECT TITLE: [INSERT 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 15<sup>th</sup> 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 15<sup>th</sup> 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 Conditions to Advancing the Funding**

The obligation of the City to make any advances of the funding is conditional upon the Sub-Agreement Holder satisfying the following conditions precedent, unless waived in writing by the Deputy City Manager Social and Health Development:

- (a) the Sub-Agreement Holder has provided the City with:
  - (i) proof of ownership to the property, or if the Sub-Agreement Holder does not own the property, the Sub-Agreement Holder has provided a minimum 5-year lease along with written permission from the property owner to proceed with the Sub-Project;
  - (ii) copies of mortgages registered against the property;
  - (iii) the licensing status of the property if a rooming house;
  - (iv) the Heritage status of the property under the *Ontario Heritage Act*, and whether it has a Heritage designation;
  - (v) a plan satisfactory to the City for the continued provision of client support during any disruption caused to those services while the Sub-Project proceeds;
  - (vi) a current capital budget, a work plan and a scope of work satisfactory to the City;
  - (vii) a copy of the construction contract, a construction set of drawings and specifications incorporating all requirements of the authorities having jurisdiction;
  - (viii) proof of insurance for the property acceptable to the City's Manager of Risk Management;



(b) nothing has occurred which, in the sole opinion of the Deputy City Manager Social and Health Development, could reasonably be expected to have a material adverse effect on the Sub-Project or the business, property, assets, liabilities, conditions (financial or otherwise) or prospects of the Sub-Agreement Holder;

(c) the representations and warranties of the Sub-Agreement Holder set out in Article 4.5 shall continue to be true and correct, and, if requested by the City, the Sub-Agreement Holder shall have delivered a certificate or certificates to that effect;

(d) the Sub-Agreement Holder shall not be in default (or being in default, the time provided for curing such default has not yet elapsed) under any of the terms and conditions of this agreement, or any other agreement with respect to the Sub-Project and have co-operated in participating in regular oversight meetings organized by the City; and

(e) the Sub-Agreement Holder has continued to assist and co-operate with City staff overseeing the administration of this agreement.

#### **2.1.1 Requesting the Funding**

The funding will be provided to the Sub-Agreement Holder upon receipt of the following, where applicable and as determined by the City:

- (a) copies of all invoices for work and services representing Eligible Expenditures;
- (b) the completed construction contract;
- (c) any applicable building permit;
- (d) an Electrical Safety Authority (ESA) certificate;
- (e) a statutory declaration sworn by an officer of the contractor confirming that the sub-contractors and suppliers have been paid to date;
- (f) a Workplace Safety & Insurance Board clearance certificate;
- (g) an architect's certificate of payment, a letter from an engineer or from a qualified project manager confirming the value of the work completed;
- (h) evidence satisfactory to the Deputy City Manager Social and Health Development that the Sub-Agreement Holder has no liability in respect of the Sub-Project under any construction lien or similar applicable law;
- (i) the receipt of any other report, documentation or information that may be required by the Deputy City Manager Social and Health Development, in their sole discretion, acting reasonably.

2.1.2. The Sub-Agreement Holder acknowledges and agrees that release of the funding is conditional upon receipt of confirmation that the full amount of the funding is being or has been directed to the Sub-Project, in a form and from an independent party, both satisfactory to the City, acting reasonably.

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 15<sup>th</sup> 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 15<sup>th</sup> 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 15<sup>th</sup> for the year immediately prior. Monthly statistical data will be provided to the City by the 15<sup>th</sup> 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 REQUIREMENTS IN RESPECT OF FACILITY PROPERTY AND REPAYMENT

##### *Project Funding Used to Purchase Land or a Building for a Facility*

##### 4.1 If

- (a) funding provided for a Sub-Project is used towards the costs of purchasing land or a building to establish a new facility to provide shelter space, transitional or supportive housing or other services for the homeless, and
- (b) the amount of the funding referred to in paragraph (a) is in excess of \$50,000, the Sub-Agreement Holder shall repay as a debt owing to the City,
- (c) an amount equal to 100% of the funding referred to in paragraph (a) if,
  - (i) five (5) years following the end date of the Sub-Project, a facility that provides shelter space, transitional or supportive housing or other services for the homeless has not been established on the property referred to in paragraph (a), or
  - (ii) at any time during the five-year period following the end date of the Sub-Project, the City concludes, based on
    - (A) information provided by the Sub-Agreement Holder under section 4.7, or
    - (B) the results of a site inspection conducted by the City under section 4.9
 that the facility referred to in paragraph (a) will not be established during said five-year period and notifies the Sub-Agreement Holder of such conclusion in writing, and
- (d) an amount determined in accordance with section 4.2 if, within five (5) years following the end date of the Sub-Project, the land or building referred to in paragraph (a) is sold and the proceeds of disposition are not forthwith commuted to supporting a facility providing similar services to the homeless that is approved by the City.

4.2 The amount repayable by the Sub-Agreement Holder under paragraph 4.1(d) if the event referred to in that paragraph occurs, shall be determined as follows:

- (a) if the event occurs within one year of the end date of the Sub-Project, a sum equal to 100% of the funding referred to in paragraph 4.1(a);
- (b) if the event occurs within two years, but after one year of the end date of the Sub-Project, a sum equal to 80% of the funding referred to in paragraph 4.1(a);
- (c) if the event occurs within three years, but after two years of the end date of the Sub-Project, a sum equal to 60% of the funding referred to in paragraph 4.1(a);
- (d) if the event occurs within four years, but after three years of the end date of the Sub-Project, a sum equal to 40% of the funding referred to in paragraph 4.1(a); or

(e) if the event occurs within five years, but after four years of the end date of the Sub-Project, a sum equal to 20% of the funding referred to in paragraph 4.1(a).

#### *Project Funding Used for Construction or Renovations*

##### 4.3 If

(a) funding provided for a Sub-Project is used towards the costs of constructing or renovating a building to establish a new facility to provide shelter space, transitional or supportive housing or other services for the homeless, or towards the costs of expanding or renovating an existing facility that provides shelter space, transitional or supportive housing or other services for the homeless, and

(b) the amount of the funding referred to in paragraph (a) is in excess of \$50,000, the Sub-Agreement Holder shall repay as a debt owing to the City,

(c) an amount equal to 100% of the funding referred to in paragraph (a) if the Sub-Project referred to in that paragraph is not completed by the end date of the Sub-Project, and

(d) an amount determined in accordance with section 4.4 if the activity referred to in paragraph (a) is completed by the end date of the Sub-Project but within five (5) years following the end date of the Sub-Project either of the following events occurs:

(i) the facility ceases to operate for its intended purpose and is not used for some other service approved by the City in support of the homeless but is converted to some other use, or

(ii) the facility is sold and the proceeds or disposition are not forthwith committed to supporting a facility providing similar services to the homeless that is approved by the City.

4.4 The amount repayable by the Sub-Agreement Holder under paragraph 4.3(d) if either event referred to in subparagraph 4.3(d)(i) or (ii) occurs shall be determined as follows:

(a) for renovations representing 30% or less of the market value of the facility established as part of the project assessment process, if the event occurs within:

(i) one year of the end date of the Sub-Project a sum equal to 100% of the funding referred to in paragraph 4.3(a): or

(ii) two years, but after one year of the end date of the Sub-Project, a sum equal to 80% of the funding referred to in paragraph 4.3(a): and

(b) for construction and for renovations representing more than 30% of the market value of the facility established as part of the project assessment process, if the event occurs within:

(i) one year of the end date of the Sub-Project, a sum equal to 100% of the funding referred to in paragraph 4.3(a);

(ii) two years, but after one year of the end date of the Sub-Project, a sum equal to 80% of the funding referred to in paragraph 4.3(a);

(iii) three years, but after two years of the end date of the Sub-Project, a sum equal to 60% of the funding referred to in paragraph 4.3(a);

(iv) four years, but after three years of the end date of the Sub-Project, a sum equal to 40% of the funding referred to in paragraph 4.3(a); or

(v) five years, but after four years of the end date of the Sub-Project, a sum equal to 20% of the funding referred to in paragraph 4.3(a).

#### 4.5 **Representations and Warranties**

(1) The Sub-Agreement Holder represents and warrants that:

(a) it is prepared to provide any additional funds required to complete the Sub-Project should the funding under this agreement be insufficient to do so;

(b) it is duly incorporated under the laws of the Province of Ontario or of Canada;

(c) its Board of Directors has authorized the Sub-Agreement Holder to enter into this agreement; and

(d) it shall not alter, supersede or cancel its articles of incorporation, letters patent, any by-law or other governing documents in any way which would affect its ability to perform its obligations under this agreement without the prior written consent of the City.

(2) The Sub-Project Holder agrees that the City shall be entitled to rely at all times on the representations and warranties set out in this Article.

4.6 Reserved

*Annual Monitoring of, and Declaration on, Facility Establishment and/or Utilization Following Completion*

4.7 If a Sub-Project involves an activity described in section 4.1 or 4.3, the Sub-Agreement Holder shall, for the number of years following the end-date of the Sub-Project in respect of which the repayment requirements in section 4.2 or 4.4, as the case may be, are applicable (hereinafter "the Monitoring Period")

(a) annually monitor, as the case may be,

(i) progress made towards the establishment of the facility, or

(ii) the use of the facility to verify its continuing use for the purposes for which the Sub-Agreement Holder had received its funding, and

immediately notify the City if the activities leading to the establishment of a facility have ceased, the facility property has been sold or the facility has ceased to be used for its intended purposes, and

(b) provide annually to the city, using a form provided by the City, a declaration regarding, as the case may be,

(i) the progress made towards the establishment of the facility during the year covered by the declaration, or

(ii) utilization of the facility during the year covered by the declaration.

4.8 Each annual declaration referred to in section 4.7 shall be provided to the City no later than ninety (90) days following the end of the year covered by the declaration.

4.9 During the Monitoring Period, the Sub-Agreement Holder shall ensure that representatives of the City and Canada are allowed to inspect the operation of the facility at any reasonable time to verify its continuing use for the purposes for which it was funded.

*No Mortgaging or Charging of Facility Property*

4.10 Reserved

4.11 If a Sub-Agreement Holder is carrying out a Sub-Project involving an activity described in section 4.1 or 4.3, the Sub-Agreement Holder shall not mortgage, charge or otherwise encumber the facility property during the period of the Sub-Project or during the Monitoring Period, without the prior written approval of the City. Such written approval shall not be unreasonably withheld.

4.12 The Sub-Agreement Holder shall not during the Sub-Project Period offer, list, advertise or hold out for sale or lease or otherwise offer for disposal the property on which the Sub-Project is located or any part of the Sub-Project without the prior written consent of the Deputy City Manager Social and Health Development or the City Manager.

## **5.0 ENVIRONMENTAL PROTECTION**

5.1 The Sub-Agreement Holder shall:

- (a) maintain and implement any and all environmental protection measures prescribed by the City or 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 F 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.

## 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)
					Occurrence \$
Commercial General Liability					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**  
 Office location: **520 Wellington Street, Unit 1** Fax: **519 661-4631**  
 Mailing address: **P O Box 5035** E-mail: **certificates@london.ca**  
**London, ON N6A 4L9**

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

**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**

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

---

(INSERT FULL MAILING ADDRESS)

(INSERT PHONE NUMBER)

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(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.

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

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

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

5. The intended reproduction of the logo is in: \_\_\_\_\_

- o 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.
- o Black only
- o White only (reversed in a dark background colour)

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

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

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

- Yes       No

## SCHEDULE F

### FRENCH LANGUAGE SERVICES

#### FRENCH LANGUAGES SERVICES REPORT

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

Sub-Agreement Holder:

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Sub-Agreement Holder Address:

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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.