

Report to Strategic Priorities and Policy Committee

To: Chair and Members
Strategic Priorities and Policy Committee

From: George Kotsifas, P. Eng.
Deputy City Manager, Planning and Economic Development

Subject: Audit and Accountability Fund – Intake 3 – Transfer Payment Agreement & Single Source Contract Award

Date: February 8, 2022

Recommendation

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken:

- a) The attached proposed by-law (Appendix “A”) **BE INTRODUCED** at the Municipal Council meeting on February 15, 2022, to:
 - i. approve the Ontario Transfer Payment Agreement, attached as Appendix B A to the proposed by-law, for the Audit and Accountability Fund – Intake 3 (the “Agreement”) between Her Majesty the Queen in Right of Ontario as represented by the Minister of Municipal Affairs and Housing and The Corporation of the City of London;
 - ii. authorize the Mayor and the City Clerk to execute the Agreement;
 - iii. delegate authority to the Deputy City Manager, Planning and Economic Development, or their written delegate, to approve further Amending Agreements to the above-noted Transfer Payment Agreement for the Audit and Accountability Fund;
 - iv. authorize the Mayor and Clerk to execute any amending agreements approved by the Deputy City Manager, Planning and Economic Development; and
 - v. authorize the Deputy City Manager, Planning and Economic Development, or their written delegate, to execute any financial reports required under this Agreement and to undertake all administrative, financial, and reporting acts necessary in connection with the Agreement.
- b) A Single Source Procurement (SS-2022-044) in accordance with section 14.4(e) of the Procurement of Goods and Services Policy **BE AWARDED** to EZSigma Group, 61 Wellington Street East, Aurora, ON, L4G 1H7, to conduct the Audit and Accountability Fund Intake 3 – Site Plan Resubmission Process Review for the City of London at a cost of up to \$305,280.00 (including HST).
- c) Civic Administration **BE AUTHORIZED** to undertake all administrative acts that are necessary in connection with this matter.

Executive Summary

This report recommends that The Corporation of the City of London enter into the Ontario Transfer Payment Agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Municipal Affairs and Housing (the “Province”) and The Corporation of the City of London (the “Recipient”), attached as Schedule A to the proposed by-law, for funding through Intake 3 of the Audit & Accountability Fund. This report also recommends that the contract for the Site Plan Resubmission Process Review project, to be funded through the aforementioned Transfer Payment Agreement, be awarded to EZSigma Group.

Linkage to the Corporate Strategic Plan

Council's 2019 to 2023 Strategic Plan for the City of London identifies "Leading in Public Service" as a strategic area of focus. This includes increasing the efficiency and effectiveness of service delivery by conducting targeted service reviews and promoting and strengthening continuous improvement practices.

Analysis

1.0 Discussion and Considerations

1.1 Previous Reports Related to this Matter

Strategic Priorities and Policy Committee, March 9, 2021, Agenda item 5.1, Service Review: Audit and Accountability Fund Applications & Single Source 21-14 Procurement Process Assessment Review

Community and Protective Services Committee, September 10, 2019, Agenda item 2.6, Provincial Audit and Accountability Fund – Transfer Payment Agreement.

1.2 Background and Purpose

On May 21, 2019, the Province of Ontario announced the creation of the "Audit and Accountability Fund." Intake 1 made \$7.35 million available province-wide for large urban municipalities and district school boards to undertake third party line-by-line reviews to identify potential savings, while maintaining vital front-line services. The City of London received \$60,540 to offset the cost of the KPMG review of service delivery for housing.

On November 17, 2020, Intake 2 was made available to urban municipalities to apply for provincial funding with the goal of finding service delivery efficiencies, while protecting and modernizing front-line services. On February 26, 2021, the Province approved London for two projects:

- Parking Services Service Integration and Digital Modernization Review (\$76,561)
- Procurement Process Assessment Review (\$170,000).

On August 16, 2021, Intake 3 was announced by the Province. Prior to the deadline at the end of October, the City applied for a project entitled *Site Plan Resubmission Process Review*. On January 24, 2022, the Province approved this application for funding up to \$305,280. The executed Transfer Payment Agreement must be returned to the Province by March 1, 2022. The project must be completed by February 1, 2023.

The purpose of this report is to:

- 1) Provide a summary of the work to be performed with this project;
- 2) Discuss the procurement process for contract award for this project; and,
- 3) Present the Ontario Transfer Payment Agreement and introduce a by-law to seek approval for the Mayor and Clerk to execute the agreement with the Province.

2.0 Key Issues and Considerations

2.1 Overview of Project

The City of London processes approximately 130 Site Plan applications yearly for approval. In addition to these applications, the City completes follow-up reviews on existing applications which results in a total of approximately 160 resubmissions.

The additional resubmissions result in delays to obtain a development agreement and ultimately a building permit to commence construction. The number of resubmissions may have a direct impact on the front end of the review process where Site Plan staff are expected to balance the workload and manage priority deadlines. Inefficiencies in the resubmission process also create a burden to the developer, given the amount of rework involved and the added cost to the developer with each resubmission.

Undertaking a Site Plan Resubmission Process Review will allow the City to identify and address inefficiencies within the process, helping to improve the overall Site Plan application and resubmission processes to the benefit of both the development community and internal stakeholders. The focus of this review is to evaluate the Site Plan approval process from end-to-end, with an emphasis on the application process. EZSigma will conduct consultations in collaboration with key development industry stakeholders to complete a review of the process.

The intent of the project is to establish clear standards and expectations, increase responsiveness to applicants, and improve the quality of submissions. An intended outcome of this project is for a reduction in the number of resubmissions and cost to the applicant, and decreased time to obtain a building permit, and ultimately improve efficiencies within the Site Plan application process.

2.2 Procurement Process for Contract Award

Based on the opportunity and the parameters (including deadlines) set out in Audit and Accountability Fund, Civic Administration is recommending a single source contract award for the proposed consulting engagement, in accordance with the City's Procurement Policy **14.4 (e)**. The required goods and/or services are to be supplied by a particular supplier(s) having special knowledge, skills, expertise, or experience.

This is based on the following rationale:

- The City of London began its continuous improvement journey in 2015 and engaged EZSigma Group to assist in developing internal capacity through Green Belt training and certification and to lay the foundation for a sustainable continuous improvement system. Engaging EZSigma Group will allow the City to leverage the skills, expertise, and experience gained during this foundational work.
- The EZSigma team has demonstrated qualifications, competencies and expertise conducting and facilitating related continuous improvement process reviews as well as a productive and collaborative rapport with internal stakeholders.
- EZSigma possesses a clear understanding of the business requirements and deliverables of this project, which will enable the City to meet the requirements of the Audit and Accountability Fund, including the project completion deadline of February 1, 2023.

2.3 Ontario Transfer Payment Agreement

On January 28, 2022, Civic Administration received the transfer payment agreement from the Province (refer to Appendix B). Upon reviewing the agreements, Civic Administration raised concerns with the Province around the March 1 deadline to execute the agreement but was told this date was necessary to provide the initial funding for this project by March 31, 2022.

The Ontario Transfer Payment Agreement is the same as the agreements executed for the previous two intakes of the Audit and Accountability Fund, other than the project specifics and the approved amount included in the Schedules to the agreement.

Risk Management has reviewed the transfer payment agreements and offers the following comments.

There is some risk that the City will not be paid installments of funds if the Province is unsatisfied with the progress of the project or it decides to cancel the agreement on 30 days' notice, in which case the City would be responsible for the cost of the reviews. The Province could adjust the amount of funds it provides to the Recipient in any Funding Year based on the Province's assessment of the information the Recipient provides under the Agreement. This risk is considered minor.

Article 9.0 (Indemnity) of the transfer payment agreements requires the City to indemnify and hold harmless the Province from and against any loss or proceeding, unless solely caused by the Province's negligence or wilful misconduct. Although this clause exposes the City to risk, the benefits of the agreement outweigh the risks.

3.0 Financial Impact/Considerations

There is no financial impact to the City of London when entering into the Transfer Payment Agreement for this project. Receipt of provincial funding through the Audit and Accountability Fund will finance the full cost of this project.

Conclusion

This report provides a summary of the work to be performed for the *Site Plan Resubmission Process Review* and discusses the contract award proposed for this project and requests approval for this award.

This report also introduces a by-law to seek approval of the Transfer Payment Agreement between the Her Majesty the Queen in Right of Ontario as represented by the Minister of Municipal Affairs and Housing for the Province of Ontario and The Corporation of the City of London with respect to the Audit and Accountability Fund and authorizes the Mayor and the City Clerk to execute the agreement and any future amending agreements.

Prepared by: Mike Norman
Manager, Strategy and Innovation

Prepared by: Heather McNeely
Manager, Current Development

Recommended by: Gregg Barrett, AICP
Director, Planning and Development

Submitted by: George Kotsifas, P.Eng,
Deputy City Manager, Planning and Economic
Development

Attached:

Appendix A - By-law

Appendix B - 1 of 2 (.pdf) Cover Letter – Transfer Payment Agreement

Appendix B - 2 of 2 (.pdf) Transfer Payment Agreement

cc: Lynne Livingstone, City Manager
Anna Lisa Barbon, Deputy City Manager, Finance Supports
Rosanna Wilcox, Director, Strategy and Innovation

Appendix “A”

Bill No.
2022

By-law No.

A by-law to approve and authorize the execution of the Ontario Transfer Payment Agreement between Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Municipal Affairs and Housing for the Province of Ontario and The Corporation of the City of London for the provision of funding to undertake the Site Plan Resubmission Process Review under this intake of the Audit and Accountability Fund

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

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

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001* provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting the financial management of the municipality;

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

1. The Ontario Transfer Payment Agreement between Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Municipal Affairs and Housing and The Corporation of the City of London for the provision of funding to retain an independent third-party reviewer to undertake the Site Plan Resubmission Process Review (the “Agreement”) substantially in the form attached as Appendix “B” to this by-law is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Ontario Transfer Payment Agreement authorized and approved under section 1 of this by-law.
3. The Deputy City Manager, Planning and Economic Development or their written delegate is hereby authorized to approve any amending agreements to the Agreement provided the amending agreements do not increase the indebtedness or liabilities of The Corporation of the City of London under the Agreement.
4. The Mayor and Clerk are hereby authorized to execute any amending agreements approved by the Deputy City Manager, Planning and Economic Development under section 3 of this by-law.
5. The Deputy City Manager, Planning and Economic Development or their written delegate is delegated the authority to execute any financial reports required under the Agreement and to undertake all administrative, financial, and reporting acts necessary in connection with the Agreement as approved in section 1, above.
6. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on February 15th, 2022

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading –
Second Reading –
Third Reading –

Appendix “B”

Appendix B - 1 of 2 (.pdf) Cover Letter – Transfer Payment Agreement

Appendix B - 2 of 2 (.pdf) Transfer Payment Agreement

From: [Municipal Programs \(MMAH\)](#)
To: [McNeely, Heather](#)
Cc: [Livingstone, Lynne](#); [Barbon, Anna Lisa](#)
Subject: [EXTERNAL] Audit and Accountability Fund Intake 3 - London C 2021-10-1-1638601554 - Transfer Payment Agreement
Date: Friday, January 28, 2022 4:31:29 PM
Attachments: [header.htm](#)
[London C 2021-10-1-1638601554 AAF Intake 3 TPA.pdf](#)

Further to the Minister's letter about the approval of your municipality's Audit and Accountability Intake 3 project(s), attached is your Transfer Payment Agreement(s). We ask that you thoroughly review the Transfer Payment Agreement(s) to ensure all the information about your project is correct (once the TPA is executed and finalized, it will not be amended).

Return a signed copy to the ministry as soon as possible, and no later than March 1, 2022.

Please follow the process below in preparing and sending your signed Transfer Payment Agreement:

- **DO NOT** fill out the date at the top of page one of the Agreement(s). Leave it blank.
- Review the Transfer Payment Agreement and fill out the contact information in Schedule B.
- Have an official with binding signing authority from your organization electronically sign and date page 3 on the Agreement. Providing an additional signature is optional. **DO NOT** lock the TPA document after signing and dating.
- Send back the electronically signed agreement along with a **Certificate of Insurance** to Municipal.Programs@ontario.ca. Please contact your insurance provider as soon as possible to get the insurance certificate in a timely manner.

Once the TPA is fully executed, we can process the municipality's interim payment(s) for the project(s).

Please read all the Schedules in the Agreement and review Schedule "C", "D", "E", and "F", these schedules outline the project objective and description, funding timeline, and reporting requirements. The Schedules contain important commitments your municipality will need to meet. Schedule "F" outlines reporting commitments and reporting due dates.

Schedule "F"

Name of Report	Reporting Due Date
1. Interim Progress Report Back	May 31, 2022
2. Final Report Back and Invoices	February 1, 2023

Please take note of the performance measure about potential cost-savings that you will be asked to report on (see 'Schedule F' of the Transfer Payment Agreement). To make this reporting easier, you may consider sharing this requirement with your third-party reviewer before they finalize their report.

If you have any questions regarding the Transfer Payment Agreement, please e-mail Municipal.Programs@ontario.ca.

Thank you,

Municipal Programs and Outreach Unit
Ministry of Municipal Affairs and Housing

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the _____ day of _____, 20____

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Municipal Affairs and
Housing**

(the “Province”)

- and -

The Corporation of the City of London

(the “Recipient”)

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 **Schedules to the Agreement.** The following schedules form part of the Agreement:

Schedule “A” - General Terms and Conditions
Schedule “B” - Project Specific Information and Additional Provisions
Schedule “C” - Project
Schedule “D” - Budget
Schedule “E” - Payment Plan
Schedule “F” - Reports.

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement.** The Recipient acknowledges that:

- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
- (b) the Province is not responsible for carrying out the Project; and
- (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Minister of
Municipal Affairs and Housing**

Date

Name: **The Honourable Steve Clark**
Title: **Minister of Municipal Affairs and Housing**

The Corporation of the City of London

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions set out in Schedule "B".

"Agreement" means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

"Budget" means the budget attached to the Agreement as Schedule "D".

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A12.1.

"Expiry Date" means the expiry date set out in Schedule "B".

"Funding Year" means:

- (a) in the case of the first Funding Year, the period commencing on the

Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, and includes Her ministers, agents, appointees, and employees.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

“Maximum Funds” means the maximum set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A12.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

“Project” means the undertaking described in Schedule “C”.

“Records Review” means any assessment the Province conducts pursuant to section A7.4.

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

A2.3 **Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient’s council has authorized the execution of this Agreement by the Recipient by municipal by-law;
- (b) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;

- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 **Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest;
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 **Province Includes.** For the purposes of sections A7.4, A7.5 and A7.6, "**Province**" includes any auditor or representative the Province may identify.

A7.2 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1:
 - (i) all Reports in accordance with the timelines and content requirements as provided for in Schedule "F";
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (i) signed by an authorized signing officer of the Recipient.

A7.3 **Record Maintenance.** The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any other accounting principles that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 **Records Review.** The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3; and
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 are in addition to

any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 Indemnification. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Recipient's Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 Events of Default. It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (i) carry out the Project;

- (ii) use or spend Funds; or
- (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii).

A12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Record Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A12.3 Opportunity to Remedy. If, in accordance with section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and

(b) the Notice Period.

A12.4 **Recipient not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), and (i).

A12.5 **When Termination Effective.** Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A12.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A14.0 FUNDS UPON EXPIRY

A14.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the

excess Funds.

A15.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A15.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A16.0 NOTICE

A16.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule "B", or as either Party later designates to the other by Notice.

A16.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of fax, one Business Day after the Notice is delivered; and

- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 **Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 **Consent.** When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A19.0 WAIVER

A19.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A19.2 **Waiver Applies.** If in response to a request made pursuant to section A19.1 a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any

actions that could establish or imply such a relationship.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors, and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

A22.0 GOVERNING LAW

A22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A23.0 FURTHER ASSURANCES

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 **Joint and Several Liability.** Where the Recipient comprises of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A27.0 SURVIVAL

A27.1 **Survival.** The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, sections A12.1, sections A12.2(d), (e), (f), (g), (h), (i), and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, , section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	Up to \$305,280
Expiry Date	March 31, 2023
Amount for the purposes of section A5.2 (Disposal) of Schedule "A"	\$5,000.00
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	<p>Name: Brenda Vloet</p> <p>Position: Manager, Municipal Programs and Outreach Unit</p> <p>Address: 777 Bay Street, Toronto, Ontario M7A 2J3, 16th Floor</p> <p>Email: Brenda.Vloet@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Name:</p> <p>Position:</p> <p>Address:</p> <p>Fax:</p> <p>Email:</p>
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	<p>Name:</p> <p>Position:</p> <p>Address:</p> <p>Fax:</p> <p>Email:</p>

Additional Provisions:

- B1 **Section 4.3 of Schedule "A" is amended by adding the following subsection:**

- (e) use the Funds only for the purpose of reimbursement for the actual amount paid to the independent third-party reviewer in accordance with the Project; and,
- (f) Not use the Funds for the purpose of paying the salaries of the Recipient's employees.

**SCHEDULE “C”
PROJECT**

Title
City of London Site Plan Resubmission Process Review
Objectives
The objective of the Project is to review the Recipient’s site plan resubmission processes, turnaround times, and review processes with the goal of identifying efficiencies and improving customer service.
Description
<p>The Recipient will retain an independent third-party reviewer to identify opportunities for effectiveness and efficiency in the Recipient’s Site Plan Resubmission process. The review will include the following:</p> <ul style="list-style-type: none"> • Evaluate effects of detailed input at consultation stage; • Compare the data from 2019, 2020 and 2021 for digital submissions, and evaluate working remotely for improvement in turnaround times; • Compare number of workdays and calendar days (statutory vs actual) for first submission applications and determine if the turnaround times are substantially improved; • Conduct stakeholder consultation; • Review the number of resubmissions and impacts to workload; and • Provide recommendations on condensing review processes, streaming application processes and working with the development community on improved processes. <p><u>Independent Third-Party Reviewer’s Report</u></p> <p>The Recipient will retain the independent third-party reviewer to compile the findings and recommendations in the Independent Third-Party Reviewer’s Report.</p> <p>The Recipient will submit the report to the Province and publish the report on the Recipient’s publicly accessible website by February 1, 2023.</p> <p>The report will summarize the reviewer’s findings and identify specific, actionable recommendations based on the analysis and findings that aim to identify cost savings and improved efficiencies. The report will include detailed explanations and calculations of identified potential quantifiable efficiencies and/or cost savings.</p>

SCHEDULE "D"
BUDGET

Item	Amount
Reimbursement for payments to independent third-party reviewer.	Up to \$305,280

SCHEDULE "E"
PAYMENT PLAN

Milestone	Scheduled Payment
<ul style="list-style-type: none"> • Execution of Agreement. 	Initial payment of \$167,904 made to Recipient no more than thirty (30) days after the execution of the Agreement
<ul style="list-style-type: none"> • Submission of Interim Progress Report Back to the Province. • Submission of Final Report Back to the Province, which includes a copy of the Independent Third-Party Reviewer's Report. • Publishing of Independent Third-Party Reviewer's Report on the Recipient's publicly accessible website. 	Final payment of up to \$137,376 made to the Recipient no more than thirty (30) days after the Province's approval of the Final Report Back

SCHEDULE "F" REPORTS

Name of Report	Reporting Due Date
1. Interim Progress Report Back	May 31, 2022
2. Final Report Back and Invoices	February 1, 2023

Report Details

1. Interim Progress Report Back

The Recipient will submit an Interim Progress Report Back to the Province by **May 31, 2022** using the reporting template provided by the Province.

The Interim Progress Report will include:

- A statement indicating whether the Recipient has retained an independent third-party reviewer.

2. Final Report Back and Invoices

The Recipient will submit a Final Report Back to the Province by **February 1, 2023** using the reporting template provided by the Province.

The Final Report will include:

- A copy of the Independent Third-Party Reviewer's final report.
- A hyperlink to the Independent Third-Party Reviewer's final report on the Recipient's publicly accessible website.
- A 250-word abstract of the Project and its findings.
- The actual amount paid by the Recipient to the Independent Third-Party Reviewer in accordance with the Project with supporting documentation, such as invoices or receipts, showing actual costs incurred, and
- A statement indicating the total amount of service delivery expenditures reviewed, and a statement of the total amount of reviewed expenditures that are identified as potential quantifiable efficiencies and/or cost savings in the Independent Third-Party Reviewer's Report. This will be the performance measure for the Project.