Bill No. 51 2023

By-law No.

A by-law to approve and authorize the execution of the Building Safer Communities Fund (BSCF) Contribution Agreement between His Majesty the King in right of Canada, as represented by the Minister of Public Safety and Emergency Preparedness and The Corporation of the City of London.

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 economic, social, and environmental well-being of the municipality, including respecting climate change; and the financial management of the municipality;

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

- 1. Building Safer Communities Fund (BSCF) Contribution Agreement (the "Agreement") between His Majesty the King in right of Canada, as represented by the Minister of Public Safety and Emergency Preparedness and The Corporation of the City of London, substantially in the form <u>attached</u> as Schedule "A" to this by-law is hereby authorized and approved.
- 2. The Deputy City Manager, Neighbourhood and Community-Wide Services is delegated the authority to execute the Building Safer Communities Fund (BSCF) Contribution Agreement authorized and approved under section 1 of this by-law.
- 3. The Deputy City Manager, Neighbourhood and Community-Wide Services or written designate is delegated the authority to undertake all the administrative, financial, and reporting acts that are necessary in connection with the Agreement as approved in section 1, above.
- 4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on February 14, 2023.

Josh Morgan Mayor

Michael Schulthess City Clerk

First Reading – February 14, 2023 Second Reading – February 14, 2023 Third Reading – February 14, 2023

# Schedule A

PSIMS #: 23074

#### **BUILDING SAFER COMMUNITIES FUND**

#### **CONTRIBUTION AGREEMENT**

#### **BETWEEN**

HIS MAJESTY THE KING
IN RIGHT OF CANADA,
as represented by the Minister of
Public Safety and Emergency Preparedness

(hereinafter referred to as "the Minister")

#### AND

CORPORATION OF THE CITY OF LONDON, a municipality duly incorporated under the laws of Canada, having its head office at London, Ontario, as represented by the Deputy City Manager, Neighbourhood and Community-Wide Services

(hereinafter referred to as "the Recipient")

(hereinafter collectively referred to as "the Parties")

WHEREAS the Minister has established the Building Safer Communities Fund (hereinafter referred to as "the Program") to support projects that contribute to the achievement of the Department's objectives with respect to supporting Municipalities and Indigenous governments in their efforts to address gun and gang prevalence by providing a determined funding allocation to put in place community led projects to combat gun and gang violence and address knowledge gaps concerning the impacts of interventions in gun and gang violence;

**AND WHEREAS** the Minister wishes to provide, through this Agreement, a financial contribution to the Recipient for the purpose of the project BSCF - City of London, being more fully described in Annex A – Project Description (hereinafter referred to as "the Project").

THEREFORE, the Parties agree as follows:

# 1 DEFINITIONS

In this Agreement:

- **1.1** "Agreement" means this Contribution Agreement and includes all Annexes and any amendments made to this Agreement in accordance with section 35 (Amendments);
- 1.2 "Appropriation" means any authority of Parliament to pay money out of the Consolidated Revenue Fund;
- 1.3 "Asset" means any asset(s) acquired by the Recipient with contribution funds provided under this Agreement or under a previous agreement funded by the same Program;
- 1.4 "Budget" means the total forecasted expenditures for the Project, as well as the total amount of funding to be received from all sources for the Project, as set out in Annex B – Approved Project Budget;

- 1.5 "Conflict of Interest" means a situation where a Recipient would apply the provisions of this Agreement in a manner that is not provided for within the scope of this Agreement and that would provide an opportunity to further their private interests or those of their relatives or friends;
- 1.6 "Exceptional circumstances" means facts that support a finding where there would have been loss of a critical project resource or that the viability of the Project would have been jeopardized had the expenditures not been incurred prior to the signature of this Agreement;
- 1.7 "Eligible Expenditures" means the costs that are eligible as described in Annex B Approved Project Budget of this Agreement that are incurred by the Recipient in carrying out the Project;
- **1.8** "Fiscal Year" means the twelve-month period beginning April 1 of any year, and ending March 31 of the following year;
- **1.9** "In good standing" means the Recipient continues to meet all terms and conditions set out in this Agreement;
- **1.10** "In-kind contribution" means non-monetary resources provided by third parties and/or the Recipient to support the Project;
- **1.11** "Project" means the activities described in Annex A Project Description to this Agreement; and
- **1.12** "Single Recipient Audit" means a coordinated approach to recipient auditing whereby an auditor representing some or all donors conducts a single recipient audit of a common recipient to verify compliance with terms and conditions of some or all funding agreements with that particular recipient.

#### 2 EFFECTIVE DATE AND DURATION

This Agreement is effective on the date of the last signature and, subject to termination, in accordance with all of the provisions contained in this Agreement, remains in effect until June 30, 2023. The Parties agree to a wrap-up period of 90 days, after the expiry of this Agreement for the completion of reporting requirements and release of the final payment.

#### 3 PURPOSE

The Recipient shall use the funding provided under this Agreement solely to carry out the Project in accordance with all of the provisions contained in this Agreement and applicable laws.

### **4 ELIGIBLE EXPENDITURES**

- **4.1** Subject to subsection 4.2, the Recipient agrees that expenses are only deemed eligible if incurred while this Agreement is in effect as per the dates set out in section 2.
- **4.2** The Recipient agrees that the Minister's contribution only covers actual costs of the eligible expenditures described in Annex B Approved Project Budget of this Agreement.
- **4.3** The Minister does not reimburse taxes paid by the Recipient for goods and services for which the Recipient is entitled to tax credits or reimbursement.

- **4.4** The maximum rates that the Recipient can claim for travel and incidentals related to the delivery of the Project, if applicable, shall be reimbursed in accordance with the *National Joint Council Travel Directive*.
- **4.5** In accordance with Annex C Reporting Requirements and Payment Schedule and Annex B Approved Project Budget, eligible expenditures <u>must be incurred by the Recipient in the fiscal year they are allocated</u>.
- **4.6** If the Recipient is to offer meals and refreshments as hospitality in relation to delivery of the Project, the maximum rates that the Recipient can claim must not exceed the standard cost per person as set out in the Appendix B of the Treasury Board *Directive on Travel, Hospitality, Conference and Event Expenditures*.
- **4.7** The Recipient may redistribute the contribution only if the following conditions are met:
  - the Recipient acknowledges that it has independence in the choice of the persons or entities eligible under subsection 4.7 d) to whom it will redistribute the funding received under this Agreement, and it will not be acting as an agent of the Crown;
  - b) the Recipient agrees that it is solely responsible for the action or omission of a person or entity to whom it will redistribute funding received under this Agreement and must indemnify and save harmless the Minister and its employees and agents from and against all claims, losses, damages, costs, expenses, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the person or entity to whom the Recipient redistributed the funding to under this Agreement;
  - in support of the Project, described in Annex A Project Description, and subject to the terms and conditions set out in this Agreement, the Minister agrees to contribute to the redistribution of funding up to a maximum amount of \$329,325.94 toward eligible expenditures described in Annex B – Approved Project Budget;
  - the Recipient agrees that it shall only redistribute funds received under this Agreement to entities that will put in place a prevention initiative or an intervention to address gun and gang activity with the exception of Government departments as defined in section 2 of the Financial Administration Act (including the RCMP) and federal Crown corporations;
  - e) the Recipient shall develop a clear, transparent and open decision-making process regarding the selection of persons or entities to receive redistributed payments and the selection and approval of initiatives to be funded with the funds provided under this Agreement, and describing their responsibilities in this process. This process shall also describe the redress mechanism regarding decisions of the Recipient relating to persons or entities that applied for or received redistributed funding. The Recipient shall provide a written description of this process to the Minister for approval before signing any agreement with an eligible person or entity identified in subsection 4.7 d);
  - f) funds redistributed by the Recipient shall appear in Annex B Approved Project Budget and the cash flow statement, and may only be used for the eligible expenditures described in Annex B Approved Project Budget;

- g) the Recipient agrees that it will only redistribute funds received under this Agreement if it has signed a written funding agreement with an eligible person or entity which addresses the following elements:
  - the responsibilities agreed to between the Recipient and the person or entity with whom the Recipient redistributes the funding received under this Agreement, including their financial roles and responsibilities;
  - provisions for oversight, reviews, and audits to be conducted by the Recipient and the right of the Recipient to provide copies of any review, evaluation or audit reports to the Minister and the Auditor General of Canada;
  - iii) provisions allowing for the Minister and the Auditor General of Canada access to the documents and premises of the person or entity with whom the Recipient redistributes funding received under this Agreement, for the purpose of monitoring compliance with the funding provided under this Agreement and the obligations of the Recipient;
  - iv) provisions for the Recipient to make known the federal government's role in the funding provided to persons or entities to whom the Recipient will redistribute the funding received under this Agreement; and
  - v) a redress provision regarding decisions made by the Recipient relating to persons or entities that received redistributed payments;
- the Recipient shall provide to the Minister and to the Auditor General of Canada, upon request, a copy of any agreement signed with an eligible person or entity to which the Recipient has redistributed the funding received under this Agreement;
- the Recipient shall provide to the Minister, their authorized representatives, and to the Auditor General of Canada a copy of its operating plans, including annual performance expectations, with respect to the contribution funding;
- the Recipient shall provide to the Minister a list of eligible person(s) or entity(ies) to whom the Recipient has redistributed the funding received under this Agreement and of the amount redistributed to them; and
- k) the Recipient shall provide to the Minister and to the Auditor General of Canada, upon request, a copy of any reports or reviews, evaluation or audits carried out by, or on behalf of, the Recipient related to the use of the funding by an eligible person or entity to whom the Recipient has redistributed the funding received under this Agreement.

# 5 MAXIMUM AMOUNT OF THE CONTRIBUTION

- **5.1** In support of the Project described in Annex A Project Description, and in accordance with all of the provisions contained in this Agreement, the Minister agrees to contribute up to a maximum amount of \$329,325.94 towards eligible expenditures described in Annex B Approved Project Budget.
- **5.2** The maximum amount of the contribution is established in accordance with Annex B Approved Project Budget as follows;

\$309,325.94 for Fiscal Year 2022-2023;

\$20,000.00 for Fiscal Year 2023-2024;

totalling \$329,325.94 in funding provided by the Minister under this Agreement.

#### **6 STACKING PROVISIONS**

The Recipient agrees that:

- **6.1** any payment under this Agreement is subject to total financial assistance of all levels of government (stacking of federal, provincial, territorial and municipal financial assistance) not exceeding one-hundred percent (100%) of the Project's eligible costs;
- **6.2** it shall, without delay, inform the Minister of any change to the budget, the Project objectives, activities, and/or scope or of any change in anticipated funding and any additional amount that is received for the Project; and
- **6.3** if the total governmental financial assistance exceeds the percentage prescribed at subsection 6.1 or if the Project generates a profit or receives other sources of funding for the purpose of this Agreement, the Minister may reduce the contribution, request reimbursement of amounts already provided or renegotiate the expected activities/results.

#### 7 REALLOCATION OF FUNDS BETWEEN COST CATEGORIES

- **7.1** The Recipient is permitted to reallocate funds between categories of eligible expenditures, as identified in Annex B Approved Project Budget, with the following conditions:
  - a) within a current Fiscal Year, for a reallocation greater than twenty percent (20%) of the Minister's annual contribution for a Fiscal Year, the Recipient must, prior to reallocating the funds, obtain a written authorization from the Minister and the Parties shall amend this Agreement; or
  - b) within a current Fiscal Year, for a reallocation of five percent (5%) up to, and including, twenty percent (20%) of the Minister's annual contribution for a Fiscal Year, the Recipient must include an explanation in the comment section of the cash flow statement.
- **7.2** Despite any reallocations, the maximum amount of funding will remain the same as set out in subsection 5.2.

#### 8 PAYMENT SCHEDULE AND FINAL PAYMENT

- **8.1** The Minister will provide the Recipient with payments in accordance with Annex C Reporting Requirements and Payment Schedule after receiving and approving the cash flow statements and the reports as described and outlined in sections 9 and 10.
- **8.2** The Minister will issue a final payment at the end of this Agreement only when it is satisfied that the Recipient has complied with all the obligations under this Agreement.

### 9 FINANCIAL REPORTING

# 9.1 Cash Flow Statement

The Recipient shall provide a completed cash flow statement to the Minister in order to be reimbursed for expenditures incurred on the Project as per Annex C – Reporting Requirements and Payment Schedule. The Recipient may submit

additional cash flows to seek more frequent payments based on the operational requirements of the Recipient in the delivery of the Project. It must be certified by a person authorized by the Recipient and show any reallocations of funds between budget items as per the requirements of section 7.

#### 9.2 Final Cash Flow Statement

The Recipient shall provide to the Minister a final cash flow statement on the Project. The cash flow must contain a presentation of the Project budget, as categorized by Annex B – Approved Project Budget, and include a statement of revenues and expenditures. It shall be submitted as per the reporting timelines set out in Annex C - Reporting Requirements and Payment Schedule. It must be certified by a person duly authorized by the Recipient and show any reallocations of funds between budget items, as per the requirements of section 7, and supporting documentation for the reallocation.

**9.3** All sources of funding for the Project, including any in-kind contributions as defined in subsection 1.10, shall be identified separately in Annex B – Approved Project Budget and be identified in the cash flow statements.

# **10 NON-FINANCIAL REPORT**

- **10.1** The Recipient shall provide the Minister with non-financial reports as described in Annex C Reporting Requirements and Payment Schedule, in the format prescribed by the Minister.
- **10.2** The Recipient shall provide the Minister with any additional information that the Minister deems necessary for the purpose of this Agreement.

# 11 PROJECT RECORDS

The Recipient shall:

- **11.1** maintain separate accounting records clearly identifying revenues and expenditures for the Project, and in the case of any in-kind contributions to the Project by the Recipient or by third parties, records supporting the provision of such in-kind contributions;
- 11.2 maintain financial records with respect to the Minister's contribution in accordance with Generally Accepted Accounting Principles as prescribed in the Chartered Professional Accountants Canada Accounting Handbook, including records of all expenditures made by the Recipient in relation to the Project and invoices, receipts and vouchers relating thereto; and
- **11.3** retain all materials and records relating to this Agreement and the Project for a period of no less than six (6) years following the expiry or termination of this Agreement.

# 12 DEFAULT AND REMEDIES

- **12.1** Any of the following events constitute a default to this Agreement:
  - the Recipient becomes bankrupt or insolvent or is placed in receivership or takes the benefit of any statute relating to bankrupt and insolvent debtors;
  - b) an order is made or a resolution is passed for the winding up of the Recipient or the Recipient is dissolved;

- c) in the Minister's opinion, there is a change in risk that would jeopardize the success of the Project or the achievement of its objectives;
- the Recipient, either directly or through its representatives, makes a false or misleading statement to the Minister;
- e) in the Minister's opinion, the Recipient is in breach of the performance of, or compliance with, any term, condition, milestone, deadline, commitment or obligation provided for in this Agreement; or
- f) the Recipient no longer meets the eligibility criteria of the Program.
- 12.2 If there is a default or if, in the Minister's opinion, there is likely to be a default, the Minister may, after giving written notice to the Recipient and if the Recipient does not remedy the default within thirty (30) days, do any of the following: reduce the contribution level, suspend any payment, rescind this Agreement and immediately terminate any financial obligation arising out of it and require repayment of amounts already paid.
- 12.3 The fact that the Minister refrains from exercising a remedy or any right herein must not be considered a waiver of such remedy or right and, furthermore, partial or limited exercise of a remedy or right conferred on it shall not prevent it in any way from later exercising any other remedy or right under this Agreement or other applicable law.

#### 13 CONDITIONS

- **13.1** The Recipient acknowledges that under section 40 of the *Financial Administration Act* (R.S.C. 1985, c. F-11), any payment under this Agreement is subject to an annual appropriation for the Fiscal Year in which any commitment hereunder would come in course of payment. Therefore, funding for this Agreement may be reduced or terminated at the Minister's discretion in response to the government's annual budget or a parliamentary spending decision that has an impact on the Program under which this Agreement is made.
- 13.2 Any payment under this Agreement is subject to the continuance of the Program under which this Agreement is made and the provisions contained in this Agreement as applicable to the Fiscal Year in which any commitment hereunder would come in course of payment. Therefore, funding under this Agreement may be reduced or terminated at the Minister's discretion in order to comply with any government decision that has an impact on the Program or its terms and conditions.
- 13.3 In the event of a proposed reduction or termination to the funding of the Program under subsections 13.1 or 13.2, the Minister may, after giving the Recipient a written notice of (30) thirty days, reduce the funding or terminate this Agreement. If as a result of reduction in funding, the Recipient is unable or unwilling to complete the Project, the Recipient may, after giving the Minister a written notice, terminate this Agreement. Subject to the provisions contained in this Agreement, in the event that this Agreement is terminated, the obligations of both Parties will cease.

# 14 AUDIT

14.1 The Recipient agrees that the Minister may appoint independent auditors, at the Minister's expense, during the term of this Agreement and within six (6) years following the expiry or termination thereof to review the Project records maintained by the Recipient in order to ensure compliance with all financial and non-financial provisions of this Agreement, including the management of funds provided by the Minister and the consistent application of Generally Accepted Accounting Principles in the maintenance of financial and accounting records.

- 14.2 The Recipient provides consent for the Minister to cooperate and share information with other Government of Canada departments or agencies for the purpose of a Single Recipient Audit. Single Recipient Audits utilize a coordinated approach to recipient audits, whereby an auditor representing different departments or different programs within one department conducts a single audit of a common recipient to verify compliance with the provisions contained in some or all funding agreements.
- 14.3 The Recipient shall give access to its premises and make its materials and records related to the Project available to the Minister for the purpose of any evaluation or audit conducted under this Agreement, without charge, during regular business hours within seventy-two (72) hours after receiving written notification and shall make available any supporting documents, records, registers or other documents when requested. The Recipient shall provide copies of records and registers related to the Project when requested, without charge.
- **14.4** Over and above what is provided for in subsections 14.1 to 14.3 herein, the Recipient shall make its materials and records related to the Project available to the Auditor General of Canada when requested by the Auditor General for the purpose of an inquiry under subsection 7.1(1) of the *Auditor General Act*, R.S.C., 1985, c. A-17

#### 15 TERMINATION

In addition to what is provided for in section 12 herein, this Agreement may be terminated:

- **15.1** by any Party, when, as set out in section 13, funding is no longer available or the appropriation has been decreased, thirty (30) days upon receipt of a written notice of termination by the other Party;
- **15.2** by the Minister, if the Recipient has not remedied the default to the satisfaction of the Minister within the thirty (30) day period as set out in subsection 12.2; or
- **15.3** by any Party, even if there is no default by the other Party, thirty (30) days upon receipt of a written notice of termination by the other Party.

# **16 DISPUTE RESOLUTION**

If there is a dispute arising under the terms of this Agreement, the Parties agree to make a good-faith attempt to settle the dispute. If the Parties are unable to resolve the dispute through negotiation, they agree to consider mediation. The Parties must bear the costs of mediation equally.

# 17 INDEMNIFICATION

The Recipient shall indemnify and save harmless the Minister and its employees and agents from and against all claims, losses, damages, costs, expenditures, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Recipient or its employees, agents or voluntary workers in carrying out the Project, except that the Minister shall not claim indemnification under this section to the extent that the injury, loss or damage has been caused by the Minister or its employees or agents.

### 18 LIABILITY

The Recipient agrees that the Minister and its employees and agents shall not be held liable for any injury, including death to any person, or for any loss or damage to property of the Recipient or for any obligation of the Recipient or anyone else, incurred or suffered by the Recipient or its

employees, agents or voluntary workers in carrying out the Project, including loans, capital leases or other long-term obligations in relation to this Agreement.

#### **19 INSURANCE**

The Recipient agrees to, through an appropriate policy of insurance, cover any liability resulting from any action or omission by the Recipient or its employees, agents, subcontractors or voluntary workers in completing the Project.

#### 20 NO-PARTNERSHIP

- **20.1** The Parties acknowledge that this Agreement does not constitute an association for the purpose of establishing a partnership or joint venture, does not create an agency or employment relationship between the Minister and the Recipient, and in no way implies any agreement or undertaking to conclude any subsequent agreement.
- **20.2** The Recipient agrees not to represent itself as being a partner, co-contractor, employee or agent of the Minister in carrying out the Project referred to in this Agreement.

#### 21 OVERPAYMENT AND INTEREST CHARGES

- **21.1** The Recipient is deemed to have received an overpayment if any of the following occurs:
  - sums were paid to the Recipient but remained unexpended by the end of the last Fiscal Year covered by this Agreement or the date of expiry or termination of this Agreement;
  - b) the Recipient's Cash flow statement has been completed and an overpayment has been identified as a result of ineligible expenditures;
  - the Minister carries out a financial analysis or audits the financial statements of the Recipient and an overpayment is identified as a result of ineligible expenditures or costs;
  - d) as a result of non-compliance with the stacking limits established by section 6 for total governmental financial assistance; or
  - e) for any other reason, the Recipient was not entitled to the contributions, or the Minister determines that the sums paid exceed the amount to which the Recipient was entitled.
- **21.2** The Recipient recognizes that expenditures may be deemed ineligible if there is no related invoice, receipt or other supporting documents or if, in the opinion of the Minister, the expenditures cannot be substantiated.
- 21.3 Any amount to be repaid by the Recipient to the Minister under this Agreement is deemed a debt owed to the Crown. Said debt will be recovered in accordance with and is subject to the payment of interest as provided for in the *Financial Administration Act* (R.S.C.1985, c.F-11). Interest on the debt will be owed from the date of demand of repayment and will be calculated in the manner set out in the *Interest and Administrative Charges Regulations*.
- **21.4** Reimbursements due to the Minister by the Recipient shall be made payable to the Receiver General for Canada.

#### 22 DECLARATIONS AND UNDERTAKINGS

# **22.1** The Recipient declares:

- a) that the information provided in Annex A Project Description is true and accurately reflects what the Recipient intends to do, that the information contained therein is accurate, and that all relevant information has been disclosed;
- that it has the capacity and authority to enter into this Agreement to carry out the Project and that it knows of no reason, fact or event, current, imminent or probable, that would diminish this capacity and authority;
- that all sources of funding for the Project, including any in-kind contributions as defined in subsection 1.10, are identified in Annex B – Approved Project Budget;
- d) that, to the best of its knowledge, it owes no amount to the Government of Canada under any legislation or funding agreements;
- e) that it holds the intellectual property rights required for the conduct of the Project and the exploitation of any intellectual property resulting thereof, and it grants the Minister the licenses described in section 30;
- f) that it is committed to the promotion of and respect for a law-abiding society, the rule of law and the values and principles underlying the *Canadian Charter of Rights and Freedoms* and the *Canadian Bill of Rights* and declares that it is not participating in, or condoning, any activity that could be construed as contrary to the laws of Canada or its provinces or territories; and
- g) that it will not assign this Agreement, or any part thereof, or any payments to be made under it, without the written permission of the Minister but that nothing shall preclude the Recipient from enlisting the assistance of others in carrying out the obligations under this Agreement.

#### **22.2** The Recipient acknowledges:

- that it was informed by the Minister that any expenditure incurred by the Recipient prior to the effective date of this Agreement will not be reimbursed;
- that the Minister did not, either directly or indirectly agree to, endorse or support in any way the Recipient's decision to proceed with expenditures prior to the effective date of this Agreement; and
- c) that any expenditure made prior to the signature of this Agreement was at the Recipient's own risk.

# **22.3** During the term of this Agreement, the Recipient undertakes to:

- a) take all necessary actions to maintain itself in good standing, to avoid conflict of interest, to preserve its legal capacity, and to inform the Minister, without delay, of any failure to do so;
- disclose to the Minister, without delay, any fact or event that would or may compromise the Project's chance of success or the Recipient's ability to complete any of the provisions contained in this Agreement, either

- immediately or in the long term, including but not limited to pending or potential lawsuits and audits; and
- c) respect the official language commitments set out in the Project Description as outlined in Annex A Project Description and, if applicable, to make public announcements and public documents related to the activities available in both official languages.

# 23 DIRECT OR INDIRECT BENEFITS

No member of Parliament or current or former public office holder of Canada may receive a direct or indirect benefit from this Agreement or obtain any advantage resulting from it unless they are complying with applicable regulations or policies, as the case may be, including the requirements under the *Parliament of Canada Act* (R.S.C. 1985, c. P-1.01), the *Conflict of Interest Act* (S.C. 2006, c. 9), or the *Values and Ethics Code for the Public Sector*.

#### 24 LOBBYING

Any person lobbying on behalf of the Recipient must comply with the requirements of the *Lobbying Act*, R.S.C., 1985, c. 44 (4th Suppl.). The Recipient:

- **24.1** certifies that it has not directly or indirectly paid or agreed to pay a contingency fee for the solicitation, negotiation or obtainment of funding under this Agreement to any person other than an employee acting in the normal course of the employee's duties; and
- 24.2 acknowledges that accounts and records pertaining to the payment of fees or other compensation for the solicitation, attainment or negotiation of this Agreement are subject to the audit provisions of this Agreement and if the Recipient has certified falsely or is in default of the obligations contained herein, the Minister is entitled to recover from the Recipient the full amount of the contingency fee as an ineligible expenditure under this Agreement.

### 25 ACKNOWLEDGEMENT

The Recipient agrees to acknowledge the contribution received from the Minister in a manner satisfactory to the Minister.

# **26 PUBLIC ANNOUNCEMENT**

The Recipient agrees that, with respect to this Agreement, a public announcement by the Minister in the form of a press release, press conference or otherwise may be made. The Recipient agrees that it will provide all 'reasonable and necessary' assistance in the organization of the public announcement, as requested by the Minister. The Recipient acknowledges that its name, the amount awarded, and the general nature of the activities supported may be made publicly available by the Minister.

# 27 DISCLOSURE

- **27.1** Information gathered by the Parties in carrying out this Agreement is subject to applicable federal and provincial legislation regarding access to information and privacy.
- **27.2** The Recipient acknowledges and agrees that the Minister may make this Agreement public along with any reports, audits, evaluations or other documents produced in connection with this Agreement and any information contained within them.

#### 28 SURPLUS AND DEFICIT

- **28.1** Any deficit remaining upon expiry of this Agreement is the sole responsibility of the Recipient.
- **28.2** Any surplus or overpayment remaining upon expiry of this Agreement constitutes a debt due to the Crown.

#### 29 DISPOSITION OF ASSETS

- **29.1** The Recipient shall preserve any assets acquired with the contribution funds for the duration of the Project and use them for the Project only unless the Minister authorizes their disposition.
- **29.2** The Recipient agrees that, at the end of the Project, or upon the termination of this Agreement, and if directed to do so by the Minister, any assets acquired from funds received under this Agreement shall be:
  - a) sold at fair market value by the Recipient and that the funds realized from such sale shall be applied to the eligible costs of the Project to offset the Minister's contribution towards the eligible costs as set out in Annex B -Approved Project Budget;
  - b) transferred to another charitable or not for profit organization approved by the Minister, and if the donation will result in a tax benefit the funds realized from such a benefit be applied to the eligible costs of the Project to offset the Minister's contribution towards the eligible costs as set out in Annex B -Approved Project Budget; or
  - retained or disposed of in such other manner as may be determined by the Minister.
- **29.3** In the event the Recipient and the Minister agree that the Recipient is to keep the asset to be used under subsequent agreements with the program for similar activities, the Recipient agrees that said asset will be considered as an asset under the new agreement and that the disposition provisions of the new agreement will apply to that asset as well.

# **30 INTELLECTUAL PROPERTY**

- **30.1** The Recipient retains ownership of any intellectual property created by the Recipient in carrying out the Project.
- **30.2** The Recipient grants the Minister a royalty-free, permanent and non-exclusive license to use, produce, reproduce, distribute, translate, publish or perform, in any way, any intellectual property created by the Recipient in carrying out the Project or an adaptation, in any language, for any governmental non-commercial purpose.

# 31 NOTICE

**31.1** Any notice, information or document required under this Agreement is deemed delivered if forwarded by email or mail. Any notice sent by email is deemed received one (1) working days after it is sent; any notice mailed is deemed received eight (8) working days after it is mailed. It is the responsibility of the Recipient to inform the Minister, in writing, of any changes to this information within seven (7) working days.

#### **31.2** All notices, information and documents must be sent to the following addresses:

To the Recipie	ent	To the Minister				
Name Title	Cheryl Smith Deputy City Manager, Neighbourhood and Community- Wide Services	Name Title	Kait Lukasik Regional Program Advisor			
Name of Organization	Corporation of the City of London	Name of Organization	Public Safety Canada			
Full Address	355 Wellington St, PO Box 5045 London, Ontario N6A 3N7	Full Address	425 Bloor Street E, Suite 597 Toronto, Ontario M4W 3R4			
Telephone E-mail	519-661-2489 x 5880 csmith@london.ca	Telephone E-mail	437-324-0111 Kait.lukasik@ps-sp.gc.ca			

**31.3** All payments to the Recipient will be sent to the following address:

Same as above

# **32 SEVERABILITY**

If any provision of this Agreement is determined to be invalid, illegal or unenforceable by a competent court, that provision must be removed from this Agreement without affecting any other provision of this Agreement.

#### 33 SURVIVAL

All obligations of the Recipient shall expressly, or by their nature, survive termination or expiration of this Agreement until, and unless, they are fulfilled, or by their nature expire.

#### **34 ENTIRE AGREEMENT**

This Agreement, including the Recital, Annex A - Project Description, Annex B - Approved Project Budget and Annex C - Reporting Requirements and Payments Schedule, constitute the entire agreement among the Parties and supersedes all previous and subsequent documents, negotiations, understandings and undertakings.

The Minister may provide the Recipient with a revised Annex C -Reporting Requirements and Payments Schedule at any time by giving a thirty (30) days' notice to the Recipient in writing.

Annex D - Cash Flow Statement, Annex E - Non-Financial Report and Annex F - Final Non-Financial Report are provided for convenience only.

# 35 AMENDMENTS

This Agreement must only be amended by mutual, written consent of the Parties hereto. To be valid, any amendment to this Agreement must be in writing and signed by the Parties hereto or by their duly authorized representatives, while this Agreement is in effect.

# 36 GOVERNING LAW

This Agreement must be governed in accordance with the applicable laws in Ontario.

# **37 PREVAILING LANGUAGE**

The Parties agree that the language of the version of this Agreement containing duly executed original signatures will be the prevailing version for interpretation in the event of inconsistencies with translated versions.

#### 38 EXECUTION OF AGREEMENT; COUNTERPARTS; ELECTRONIC SIGNATURES

- **38.1** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Each party will receive a copy of all signed counterparts; it being understood that all Parties need not sign the same counterparts.
- **38.2** The exchange of copies of this Agreement and of signature pages by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, 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.

For the Recipient Corporation of the City of London	
Cheryl Smith, Deputy City Manager	signed on
Neighbourhood and Community-Wide Services	
An individual who at the time of signature of this Ag agreements that are legally binding on the Recipien	•
For the Minister	
Lalonde, Julie Digitally signed by Lalonde, Julie Date: 2022.12.21 11:18:30 -05'00'	
Julie Lalonde	signed on
Director, Community Safety Programs	

# ANNEX A PROJECT DESCRIPTION

#### **Objectives**

The City of London will develop a prevention and/or intervention approach to address local youth gun and gang activity. The outcome of this developmental agreement is to create a comprehensive multi-year project aimed at decreasing gun and gang violence in the City of London.

#### **Project Overview**

The City of London has submitted a developmental plan to create a prevention and/or intervention strategy that focuses on building a safer London by reducing youth involvement in gun and gang violence. This project will further inform and develop a wholesome, multi-year strategy addressing youth gun and gang violence in fiscal years 2023-2026.

The objective is to hire consultants, conduct a series of needs assessments, engage community partners, undergo data analysis, and conduct community consultations to develop the multi-year BSCF strategy and sustainability plan.

The multi-year plan will be submitted to Public Safety Canada prior to the expiration of this agreement (June 30, 2023) in order to process an amendment to include the remaining years of funding (until March 31, 2026).

#### **Work Plan**

The initiatives proposed to be funded under this developmental workplan include the following:

- 1) Establish a project management team (December 2022)
- 2) Hire consultants (December 2022)
- 3) Conduct needs assessments including: environmental scan, community readiness assessment, issue analysis (January 1, 2023-March 31, 2023)
- 4) Undergo community engagement (January 1, 2023-March 31, 2023
- 5) Create data strategy (January 1, 2023-March 31, 2023)
- 4) Develop and validate multi-year strategy and sustainability plan (March 1-31, 2023)
- 5) Submit Multi-Year Strategy and Sustainability Plan Strategy to Public Safety Canada (April 1-28, 2023)

# **Expected Outcomes**

In this developmental plan, the City of London expects to: establish a project management team, hire consultants, complete needs assessments, identify community partners and collaborators, compile meaningful data, and develop a BSCF strategy that will act as the guide to implement projects in fiscal years 2023-2026.

The overall expected outcome is a comprehensive multi-year strategy, which will focus on reducing youth involvement in gun and gang activity in the City of London.

# Official Languages

During the term of the Agreement, the Recipient undertakes to: respect official language commitments set out in the Project Overview as outlined in the Project Description (Annex A), and, if applicable, to make public announcements and public documents related to the activities available in both official languages; acknowledge the Government of Canada's support in English and French, according to the conditions set out in Annex A.

# ANNEX B APPROVED PROJECT BUDGET **Project Budget Revenues for Fiscal Year** 2022-23

Government Funding (municipal, provincial, territorial and federal)	Amount
Public Safety Canada	\$309,325.94
Subtotal – Cash	\$309,325.94
Subtotal – In-kind	\$0.00
<b>Total Government Funding</b> Government assistance 100.0% (municipal, provincial, territorial and federal) cannot exceed 100% of eligible expenditures	\$309,325.94
Non-government Funding and other	
Subtotal – Cash	\$0.00
Subtotal – In-kind	\$0.00
Total Non-government Funding and other	\$0.00
Total Revenues:	\$309,325.94

- 1. Cash: actual dollar value or revenues/funding received 2. In-Kind: non-cash input which is given a cash value

# Eligible Expenses for Fiscal Year 2022-23

	Eligible Expenditures										
Detailed Eligible Expenditures by Category	Public Safety Canada Funding  Other Government Funding		Non Government Funding and other	Total							
Costs associated to conferences	\$2,300.00			\$2,300.00							
Honoraria	\$25,000.00			\$25,000.00							
Meals and/or refreshments for participants	\$2,025.94			\$2,025.94							
Professional and consultant costs	\$250,000.00			\$250,000.00							
Recruitment and training costs	\$10,000.00			\$10,000.00							
Translation and simultaneous interpretation costs	\$15,000.00			\$15,000.00							
Travel, accommodations and related expenses	\$5,000.00			\$5,000.00							
Subtotal – Cash	\$309,325.94	\$0.00	\$0.00	\$309,325.94							
Subtotal – In-kind		\$0.00	\$0.00	\$0.00							
Total Expenditures:	\$309,325.94	\$0.00	\$0.00	\$309,325.94							

# Revenues for Fiscal Year 2023-24

Government Funding (municipal, provincial, territorial and federal)	Amount
Public Safety Canada	\$20,000.00
Subtotal – Cash	\$20,000.00
Subtotal – In-kind	\$0.00
<b>Total Government Funding</b> Government assistance 100.0% (municipal, provincial, territorial and federal) cannot exceed 100% of eligible expenditures	\$20,000.00
Non-government Funding and other	
Subtotal – Cash	\$0.00
Subtotal – In-kind	\$0.00
Total Non-government Funding and other	\$0.00
Total Revenues:	\$20,000.00

# Eligible Expenses for Fiscal Year 2023-24

	Eligible Expenditures										
Detailed Eligible Expenditures by Category	Public Safety Canada Funding	Other Government Funding	Non Government Funding and other	Total							
Honoraria	\$5,000.00			\$5,000.00							
Professional and consultant costs	\$15,000.00			\$15,000.00							
Subtotal – Cash	\$20,000.00	\$0.00	\$0.00	\$20,000.00							
Subtotal – In-kind		\$0.00	\$0.00	\$0.00							
Total Expenditures:	\$20,000.00	\$0.00	\$0.00	\$20,000.00							

# ANNEX C REPORTING REQUIREMENTS AND PAYMENT SCHEDULE

Semi-Annual Progress Payments								
Initial Fiscal Year Payment(s)								
Period Covered	Reporting Due Dates	Required Documents						
Agreement start date to March 31	April 30	<ul> <li>Cash flow statement (actuals for Q3,Q4)</li> <li>General Ledger sampling</li> <li>Non-financial report (Q3,Q4)</li> </ul>						
	Subsequent Fiscal \	/ear Payment(s)						
April 1 to June 30	July 31	<ul> <li>Cash flow statement (actuals for Q1)</li> <li>General Ledger sampling</li> <li>Non-financial report (Q1)</li> </ul>						
Final Payment								
5% Holdback	Per section 2 of this Agreement	Final non-financial report						

**Note**: Service standard for payments is within 30 business days upon receipt of all required documents in good working order.

# ANNEX D CASH FLOW TEMPLATE

CASHFLOW STATEMENT	CASTITIOW TENTENT																	
CASHFLOW STATEMENT  File Identification (Project number, Regi	onother) (Fin	ancial)		1	Tape of Fundin	a			Recipie	nt Name			Y	Proi	ect / Program	Title		Fiscal Year
8500-23074		,			Contribution		Corneration of	the City of Los					BSCF - City of		cocce rogram			2022-23
0300-23014				_	mbised REVEN		1000	mbined REVENU			mbined REVENU		-	mbined REVEN				2022-23
RETENUES					Quarter / Period April-Juan		-	mbined REVENC Quarter / Period July-Saptambar			Quarter / Period October-December			Quarter / Period		,	Total Fiscal Yea	ar .
Funding Suurcer			Tatal Funding	Farecast	Actual Revenuer (APR from previous FT)	Teriesce	Farecart revenues	Actual Revenues	Teriesco	Farecart	Actual Revenues	Teriesco	Faracast	Actual Revenues	Terience	Total Actual Revenues	Verience- Remaining Funding	Gav Appraved Stacking
Public Safety Canada Funding			309,325.94			0.00			0.00			0.00			0.00	0.00	309,325.94	
Other Government Funding (Provincial, Municipal and Territor	rial) (Financial)		0.00			0.00			0.00			0.00			0.00	0.00	0.00	100%
Other Government Funding (Provincial, Municipal and Territo	orial) (In Kind)		0.00			0.00			0.00			0.00			0.00	0.00	0.00	1004
Tatel Other Funding Source(r) (Financial)			0.00			0.00			0.00			0.00			0.00	0.00	0.00	Gav Actual
Tatel Other Funding Source(r) (In-Kin4)			0.00			0.00			0,00			0,00			0.00	0.00	0.00	Stecking
Total Project Funding			309,325.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	309,325.94	ola
				Cumbined Expenditures		Cumbined Expanditures  Q2		Cambined Expenditures		***	Cambined Expenditures  Q4		Total Fiscal Year		ar			
Expenditure Categories as identified in Program Terms and Conditions	Public Sefety Total Funding	All other Sourcer Total Funding * In- Kind	Tatel Assed Project Budget	Total Project Forecast	Total Project Actual Expanditures	PS Actual Expanditurar	Tatel Project Forecast	Tatal Project Actual Expenditurer	PS Actual Expanditures	Tatel Project Farecart	Total Project Actual Expanditures	PS Actual Expanditures	Tatel Project Farecart	Tatel Project Actual Expanditures	PS Actual Expanditurer	PS Accumulated Actual Expanditures	Tatal project Accompleted Actual Expenditures	Accumulated PS Terience
Cartr arraciotad ta canforon cor Manazario	2,300.00		2,300.00													0.00		
Most and for refreshments for participants	2,025.94		2,025,94	_												0.00		2,025
Preferrienal and convultant costs	250,000.00		250,000.00													0.00	0,00	250,000.
Recruitment and training carts	10,000.00		10,000.00													0.00	0.00	10,000.
Translation and simultaneous interpretation costs	15,000.00		15,000.00													0.00	0.00	15,000.0
Travel, accommodations and related expenses	5,000.00		5,000.00													0.00	0.00	5,000.
Total Expenditures	309325.94	0.00	309,325.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	309,325.94
Sametti:																		
Attestation by Recipient Certified Financial Officer (CFG)or Authorit	iced Official									Attestation by	Program Office	ν.						
I hereby certify that the attached itemized Statement of Revenues and Emergency Preparedness Canada may at any time request supporting	Lhereby certify that the attacked itemized Statement of Revenues and Expenditures presents fairly the revenues received and the expenditures incurred by the Recipient for the period specified. Public Safety and Contribution Agreement and do not exceed the maximum authorized for each category as stipulated in the Terms and Conditions of the Program.																	
Notes: "Americation (not allowed) "Copied Reset Genete Then \$5,000 era normally not port of most PS Properties introctions."	rom Torms and Can	ditious, konovos,	is the second their	on eliqible expen	ur cotreary ellas	ur for Capital Assi	tr quater than \$	5,000 the empres	nd the item(e) m	art be identified .	and farther activi	tios to rocuncilo	thus represent or	o to be posseed,	olosost yans des	comest and the P	olicy no Treasfer	Paymonts for

# ANNEX E NON-FINANCIAL REPORT TEMPLATE

IDENTIFICATION											
Project Title	:	BSCF – The City of London									
Project Num	ber :	8500-23074									
Recipient Na	me :	The Corporation of the C	City of Londor	1							
Name of Pro Officer :	gram	Kait Lukasik	Kait Lukasik								
Prepared by	:		E-mail:								
Fiscal Year :		2022-2023	Date of the Report :	;							
Period Covered by this report :	□ Q1 - □ Q2 - □ Q3 - □ Q4 -	that apply April 1st to June 30th July 1st to September 30th October 1st to December 31st January 1st to March 31st									
		N PROGRESS OF EACH PLA	ANNED ACTIV	/ITY							
(Add all activ Contribution		d in the Annex A of the ent)	Completed	In progres	ss	Not yet started	Late / abandoned				
1. Activity 1											
	d referen	achieved this period for eace ce your project milestones n.									
2. Activity 2											
3. Activity 3											
(Add more a	ctivities a	s necessary) SECTION 2 : E	XPECTED OU	TCOMES	/RES	SULTS					
Is the project on track to meet the expected outcomes/results in your agreement? If not, please explain.											
SECTION 3: PARTNERSHIPS											
any activities	that occi	hips/networks that were in urred with them if not alre provides advice, etc.)				• .	_				

SECTION 4 : IN-KIND CONTRIBUTIONS
Describe in-kind contributions made by your organization or project partners during this period. (Note – an in-kind contribution is the provision of goods or services not involving monetary transactions.)
SECTION 5 : BUDGET/WORKPLAN CHANGES FOR THE UPCOMING PERIOD
Do you expect any changes to the budget or workplan outlined in the agreement for the upcoming period?
☐ No☐ Yes. If yes, please describe changes needed to:
☐ Agreement Workplan (Annex A): ☐ Agreement Budget (Annex B):
Note: Your Program Officer will be in contact with you to discuss the expected changes as indicated above and to determine if an amendment to your Contribution Agreement is required. Please do not proceed with any changes until you have approval from your Program Officer.
SECTION 6 : OTHER INFORMATION
Is there any other information about your project that you want to share with us? (successes, challenges, and lessons learned)
The information you provide is collected under the auspices of Public Safety Canada for the purpose of administering programs. The information collected will be subject to the <i>Access to Information Act</i> .
The undersigned hereby certifies that the above information is in accordance with the Terms and Conditions of the funding agreement.
Authorized Recipient Name:
Signature: Date:

# **ANNEX F** FINAL NON-FINANCIAL REPORT TEMPLATE

IDENTIFICATION											
Project Title :	BSCF - The City of London	SCF - The City of London									
Project Number :	8500-23074										
Recipient Name :	The Corporation of the Ci	The Corporation of the City of London									
Name of Program Officer:  Kait Lukasik											
Prepared by :		E-mail:									
Effective dates of project (start and end dates) :	2022-2023	Date of the R	eport :								
SECTION 1: REPORT	ON PROGRESS OF EACH P	LANNED ACTIV	VITY								
(Add all activities listed in the Annex A of the Contribution Agreement)  Completed  Completed  Incomplete  Description of completed results rationale for incomplete activit											
4. Activity 1											
5. Activity 2											
6. Activity 3											
SECTION 2 : EXPECT	ED OBJECTIVES										
	t the expected objectives in met or the barriers that ca		•								

# project.

<b>SECTION 3 : EXPECTED OUTCOMES</b>				
(Add all expected outcomes listed in the Annex A of the Contribution Agreement)	Achieved	Partially Achieved	Not Achieved	Description of completed results or rationale for incomplete activities
Outcome				

Outcome		
Outcome		

#### (Add more outcomes as necessary)

# **SECTION 4: PARTNERSHIPS**

Describe any partnerships/networks that were involved during this project, including any activities that occurred with them if not already described above. (i.e. meetings; financial nature; someone who provides advice, etc.)

# Only for community based projects - SECTION 5 : TARGET POPULATION

Who was the target population for your project? Were you able to reach this population in your project delivery? Please share any barriers or obstacles faced and/or success stories.

# **SECTION 6: IN-KIND CONTRIBUTIONS**

Describe in-kind contributions made by your organization or project partners during this project. (Note – an in-kind contribution is the provision of goods or services not involving monetary transactions.)

# **SECTION 7: BEST PRACTICES/LESSONS LEARNED**

Please share any best practices or lessons learned over the course of this project. What, if any, challenges arose while completing the project and/or what successes did the project achieve?

# **SECTION 8 : DISSEMINATION OF RESULTS**

Did your project create/generate any material such as website, pamphlets, brochures, training, etc. that could be shared with partners? If yes, how do you plan on disseminating this information and/or material?

The information you provide is collected under the auspices of Public Safety Canada for the purpose of administering programs. The information collected will be subject to the *Access to Information Act*.

The undersigned hereby certifies that the above information is in accordance with the Terms and Conditions of the funding agreement.

Authorized Recipient Name:	 	_
Signature:	Date:	