

Building Safer Communities Grants Program Description

The City of St. John's will receive funding through Public Safety Canada's Building Safer Communities Fund (BSCF) over three years to develop and facilitate a violence and crime prevention strategy in collaboration with community partners and stakeholders.

The City is currently working in collaboration with community partners and stakeholders to develop a strategy to address the root causes of violence and crime in our neighbourhoods, particularly for children, youth, young adults, and their families. This strategy will be informed by ongoing collaboration with the Building Safer Communities Steering Committee, as well as public engagement with community-based service providers and residents in early 2024.

The March 2024 Federal funding deadline provides an opportunity in this fiscal year to support the work of community-based service providers in developing new or enhancing existing programs that address the root causes of violence and/or crime.

The total amount of the Building Safer Communities Grants Program is approximately \$450,000 for the 2023-2024 fiscal year.

Based on the evidence and recommendations received to date, the City is inviting project applications from community-based, non-profit organizations working with children, youth, young adults and their families for funding to prevent or address the root causes of violence and/or crime.

Additional calls for funding are anticipated for fiscal years 2024-2025 and 2025-2026 subject to renewed funding from Public Safety Canada.

Priority Areas

Community-based service providers are invited to submit a funding application to develop new or expand existing prevention and intervention initiatives for children, youth, young adults, and their families in the City of St. John's. Initiatives should address one or more of the following:

1. Address risk factors and/or strengthen protective factors (Annex A).
2. Address the root causes of violence and/or crime.
3. Help mitigate the impacts of violence and/or crime against children, youth, young adults, and their families.
4. Prevent or intervene in violence and/or crime involvement for children, youth, young adults, and their families.

Eligible Activities

Eligible activities include, but are not limited to, the following types of programs and initiatives that address the root causes of violence and/or crime:

- Wrap-around services (circles of care)

- School-based or before / after school programs
- Neighbourhood-based programs that address risk factors and/or strengthen protective factors (Annex A)
- Social and emotional wellbeing and development
- Culturally based programs
- Parent, guardian, and family support programs
- Career guidance, training, and assistance
- Preventing / intervening in youth sexual exploitation
- Outreach programs for marginalized children, youth, young adults, and their families
- Violence and/or crime prevention initiatives for children, youth, young adults, and their families
- Gender-based violence and/or crime prevention initiatives for children, youth, young adults, and their families
- Initiatives to address or prevent hate crimes
- Healthy relationships programs
- Rehabilitation and recidivism prevention programs
- Mentoring programs
- Substance abuse prevention programs
- Addictions counselling and support programs
- Restorative justice programs
- Emergency shelter and supports for victims of violence
- Violence and/or crime prevention education and training programs
- Addressing homelessness
- Research on the local application of best practice violence and/or crime prevention programs and services
- Outreach and recruitment of participants for preventative initiatives or interventions
- Public awareness and education campaigns and initiatives

Funding Amount

The total amount of the Building Safer Communities Grants Program is approximately \$450,000 for the 2023-2024 fiscal year.

The maximum amount that can be awarded to community-based service providers is \$150,000. However, depending on the scope of the proposed project and the number of partnerships involved, additional funds may be available.

Eligible Applicants

Eligible recipients must meet the following criteria to be considered for a Building Safer Communities grant:

- Organizations must be not-for-profit corporations or charities registered to carry on business and in good standing in Newfoundland and Labrador and shall provide any related documents as detailed in the application.

- Organizations must offer programs and/or services for City of St. John's residents.
- Organizations must provide services to children, youth, young adults, and/or their families.

Successful applicants must be able to provide a certificate of insurance that includes the following:

- Minimum limit of \$2 million Commercial General Liability (CGL) inclusive per occurrence for bodily injury, damage to property.
- 30 Days written notice of cancellation is provided.
- "City of St. John's" is named as an additional insured.
- Coverage for Cross Liability is confirmed.
- Additional coverages as required.

Timeline

Funding will be disbursed to the selected organizations by March 31, 2024.

Successful applicants will have one year to complete this year's project (March 31, 2025).

Reporting

Successful applicants will be required to enter into a formal legal agreement with the City of St. John's subject to the terms and conditions outlined in the City's agreement with Public Safety Canada as a condition of release of funds. The funding agreement between the City and Public Safety Canada is attached hereto as Annex "B". The successful applications will be subject to the terms and conditions of Annex "B" and shall take all steps to ensure that they and/or the City can meet their obligations under the agreement.

Please note that the City of St. John's has been exempted from the condition that associated projects have to deal directly with gun and gang violence.

Successful applicants must provide documentation to the City, including but not limited to, progress and financial reports accompanied by receipts and invoices to the City at the end of each quarter, as well as a final report at the end of the project.

Application Deadline

The deadline to submit a project application is 11:59 PM NST on Sunday, February 11, 2024.

Questions and Clarifications

Applicants should reach out to the Building Safer Communities Project Coordinator with questions or for additional information by emailing msmith@stjohns.ca or calling (709) 576-2245.

Summary of Key Dates

(Subject to Change at the City’s Discretion)

ITEM	DATE
Call for Proposals Issued	January 11, 2024
Call for Proposals Closed	February 11, 2024
Recommendations to Council for Approval	March 5, 2024
Applicants Advised of Council Decision	March 6, 2024
Contracts Signed and Funding Disbursed	By March 31, 2024

Evaluation Process

An internal City of St. John’s Evaluation Committee will score project applications and make recommendations for funding to City Council. The Evaluation Committee consists of representatives from:

- Department of Community Services
- Department of Corporate and Finance Services
- Office of the City Manager

Applications shall be evaluated on a consistent and equitable basis using the evaluation criteria as outlined in the following section.

Application Assessment

Applications will be reviewed and assessed by the Evaluation Committee. The following is an overview of the categories and weighting for the rated criteria relevant to the evaluations of submitted applications:

Evaluation Criteria		Scoring (Points)	
Deliverables and Objectives	Proposal is complete and comprehensive.	5	20
	Clear outline and alignment with intended priority areas and activities (see pages 1-3).	15	
Program Design and Effectiveness	Demonstration of need for the proposed initiative and evidence to support its effectiveness.	10	50
	Scope of project impact and number of individuals served by the project.	15	
	Evidence of collaboration and partnerships is demonstrated for this project.	8	
	Comprehensive evaluation plan including measurable outcomes, outputs, and performance indicators provided.	10	
	Comprehensive sustainability plan provided.	7	
Financial and Budget Information	Requested funding amount clearly supports and is proportional and aligned with workplan and supported by annual budget.	20	30
	Organization is in good financial standing and financial statements provided (audited preferred).	10	
TOTAL POINTS			100

	CS – Building Safer Communities Grant Application Form	Community Services
	Building Safer Communities Grant Application Form	

Contact Information	SECTION 1
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Organization Name _____

Contact Name _____

Address _____

City _____ Postal Code _____

Tel (home) _____ (work) _____ (cell) _____

Email _____ Website _____

Incorporation Number _____
(first-time applicants to submit proof of Articles of Incorporation and Amendments thereto)

Grant Request	SECTION 2
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Amount requested from the City _____ Percentage of total project budget _____

Have you previously received funding from the City of St. John's (Community Grants, Capital Grants, etc.)?
 Yes No

If yes, most recent year and type of grant _____

Provide a brief description of the intended use of the funds requested (e.g., activity, program, event):

Briefly describe the purpose and objectives of the organization:

Describe the general types of programs and services being offered by the organization:

Do volunteers participate in your programs and services? Yes No

If yes, please indicate the numbers and type of involvement:

Proposal Information

Type of program, and whether it is a new program or an enhancement to an existing program.

Which priority area(s) will be addressed, and what activities will be conducted.

Which risk and/or protective factors your project will address, and how (Annex A).

Identification of any partner organizations or groups in the project.

Target audience(s) and demographic information.

How gender-based analysis and an intersectionality lens will be considered throughout the project.

Evidence and data to support your request.

Detailed evaluation plan including goals and objectives, outcomes, outputs, performance indicators, timelines, and data measurement sources.

Commitment and contribution to the City of St. John’s Building Safer Communities Strategy

Please indicate how your project/initiative will contribute to any of the following as applicable:

- Knowledge sharing / dissemination that will inform and further the City of St. John’s Building Safer Communities Strategy as it is developed (2024-2026).
- Knowledge sharing / dissemination that will inform and further the sustainability of the City of St. John’s Building Safer Communities Strategy (2026-ongoing).
- Ongoing development and sustainability of the City of St. John’s Building Safer Communities Strategy (e.g., participation in community forums, serving on steering or working committees, mentorship, research, other)

Any awarded recipients will be required to develop a sustainability plan for how the work of the project will continue once funding ends.

Applications must be accompanied by local organization financial statements for the previous year (audited if available) and current year local organization budgets.

The following template is provided for the current year budget; however, you may submit it as an attachment in an alternate format.

Is the fiscal year for your organization January 1 to December 31? Yes No

If no, please identify _____

We require a detailed balanced budget for your local organization.

Revenue	Budget for Previous Year	Budget for Upcoming Year	Requested	Confirmed
Federal Government Grants				
Provincial Government Grants				
Private/Other Grants				
Donations				
Adult Membership Revenue				
Other Membership Revenue				
Other Revenue (specify)				
Prior Year Surplus/Deficit				
Sub-Total				
Requested City Grant				-
Total Revenue				

Expenditures	Budget for Previous Year	Budget for Upcoming Year
Salaries and Benefits		
Office and Equipment Supplies		
Other Expenses		
Facility Rental		
Equipment Costs		
Insurance		
Travel/Conferences		
Interest and Bank Charges		
Professional Fees		
Total Expenditure		
Total Revenue		
Total Expenses		

We require a detailed project budget for your funding request.

Expenditures	Budget for Previous Year (only applicable if request is for expansion of existing program)	Budget for Funding Request
Salaries and Benefits		
Office and Equipment Supplies		
Professional Fees		
Facility Rental		
Equipment Costs		
Insurance		
Travel/Conferences		
Interest and Bank Charges		
Other Expenses		
Total Expenditure		
Total Revenue		
Total Expenses		

Important Information

SECTION 5

Applications must be received no later than 11:59 PM NST on Sunday, February 11, 2024.

The subject line for your submission should be “Building Safer Communities Grants Program.”

Please check each of the following boxes and ensure that you have completed all sections of the application and enclosed all requested documentation:

Local organizational financial statements are attached.

Detailed budget is provided.

Local program statistics are provided.

Organization representatives have read and understood the terms and conditions outlined in Annex B.

Organization serves the residents of the City of St. John’s

Organization is a registered, non-profit organization in good standing.

Letters of support from project partners are attached if applicable.

Applicant Declaration (two signatures required for groups/organizations)

SECTION 6

It is the responsibility of the applicant to ensure all required information is submitted. Incomplete applications will be considered ineligible.

I AFFIRM THAT the information in this application is accurate and complete, and the financial information is fairly presented. I agree that once funding is provided, any change to the organization program delivery will require prior approval from the City of St. John’s. I agree to publicly acknowledge funding and assistance by the City of St. John’s. I understand that the information provided in this application may be accessible under the Access to Information and Protection of Privacy Act (ATIPPA). I also agree to respect the spirit and intent of the various acts governing the programs of the City of St. John’s.

Signature of two principal officers of the group or organization:

Name _____

Title _____

Address _____

Date _____

Signature _____

Name _____

Title _____

Address _____

Date _____

Signature _____

Privacy Notice

SECTION 7

Collection of personal information via this form is authorized under the Access to Information and Protection of Privacy Act, 2015 and is needed for the purpose of evaluating and administering the Building Safer Communities Grants Program. Questions about the collection and use of the information may be directed to the Building Safer Communities Project Coordinator, Department of Community Services, msmith@stjohns.ca, (709) 576-2245.

Please send completed form to: Michelle Smith
msmith@stjohns.ca

Contact Information
P.O. Box 908, 10 New Gower Street
St. John's, NL A1C 5M2

For further information:
Phone: (709) 576-2245
Email: msmith@stjohns.ca

ANNEX A

RISK AND PROTECTIVE FACTORS

Risk and protective factors play a pivotal role in shedding light on the underlying reasons behind certain issues. These factors suggest why certain individuals or groups are more or less likely to become victims of crime and/or violence, or to become involved in committing criminal and/or violent acts. Risk and protective factors help to explain why a problem exists.

Risk factors encompass negative elements in the lives of individuals or within a community. They have the potential to increase the presence of crime and/or violence, victimization, and/or the fear of crime and/or violence in a community. These factors may increase the likelihood of individuals engaging in criminal or violent behavior or becoming victims themselves.

Protective factors represent positive influences that enhance the quality of life for individuals and the safety of a community. They act as a counterbalance, decreasing the likelihood of individuals engaging in criminal or violent activities or becoming victims of crime and/or violence. Strengthening existing protective factors empowers individuals and communities, equipping them to better mitigate the impact of risk factors.

Risk and protective factors exist at the individual, family, peer, school, community and societal levels:

Individual Level	
Risk Factors	Protective Factors
<ul style="list-style-type: none"> • Negative attitudes, values, or beliefs. • Low self-esteem. • Drug, alcohol, or solvent abuse. • History of violent victimization. • Mental or physical illness. • Attention deficits, hyperactivity, or learning disorders. • History of early aggressive behavior. • Poor behavioral control. • Deficits in social cognitive or information-processing abilities. • High emotional distress. • History of treatment for emotional problems. • Antisocial beliefs and attitudes. • Illegal gun ownership. • Early and repeated anti-social behaviour. 	<ul style="list-style-type: none"> • Positive attitudes, values, or beliefs. self-esteem. • Problem-solving skills. • Conflict resolution skills. • Intolerant attitude toward deviance. • Good mental, physical, spiritual, and emotional health. • Highly developed social skills / competencies. • Highly developed skills for realistic planning. • Involvement in social activities. • Strong sense of responsibility.

Family Level	
Risk factors	Protective Factors
<ul style="list-style-type: none"> • Exposure to violence, neglect, and conflict in the family. • Leaving institutional / government care (hospital, foster care, correctional facility, etc). • Low emotional attachment to parents or caregivers. 	<ul style="list-style-type: none"> • Parental supervision. • High parental education and income. • Healthy prenatal and early childhood development. • Good parenting skills.

<ul style="list-style-type: none"> • Poor monitoring and supervision of children. • Low parental involvement. • Harsh, lax, or inconsistent disciplinary practices. • Poor family functioning / family distress. Children of parents in conflict with the law. • Parental substance abuse / addictions. • Family disorganization including broken homes. • Family members in a gang. • Lack of adult and parental role models. • Pre-teen exposure to stress. • Parents with violent attitudes. • Siblings with anti-social behaviours. 	<ul style="list-style-type: none"> • Parental involvement in children's education and activities. • Supportive and nurturing parenting. • Consistent and appropriate discipline. • Ability to discuss problems with parents. • Frequent shared activities with parents. • Quality childcare. • Consistent presence of parent during at least one of the following: <ul style="list-style-type: none"> ○ when awakening ○ when arriving home from school ○ at evening ○ when going to bed. • Parental/family use of constructive strategies for coping with problems (provision of models of constructive coping). • Connectedness to family.
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Peer Level	
Risk Factors	Protective Factors
<ul style="list-style-type: none"> • Social rejection by peers. • Association with / high commitment to delinquent peers. • Lack of positive role models. • Lack of involvement in conventional activities. • Involvement in gangs. • Street socialization. • Friends who use drugs or who are gang members. • Desire for group rewards such as status, identity, self-esteem, companionship, and protection. • Anti-social behaviour towards peers. 	<ul style="list-style-type: none"> • Positive peer influence. • Social skills / competencies. • Involvement in prosocial activities. • Positive adult role models, coaches, mentors. • Building positive relationships and patterns of interaction with mentors and pro-social peers. • Membership in peer groups that do not condone antisocial behavior. • Interpersonal / prosocial skills

School Level	
Risk Factors	Protective Factors
<ul style="list-style-type: none"> • Poor academic performance. • Low commitment / attachment to school and school failure. • Low literacy. • Gang members in class. • Negative labelling by teachers. • Few teacher role models. • Educational frustration. • Learning difficulties. • Bullying. 	<ul style="list-style-type: none"> • High academic achievement. • High educational aspirations. • Access to high-quality preschool. • Parental involvement in children's education and activities. • Perceived parental expectations about school performance are high. • High expectations from teachers to perform well. • Schools that provide a safe environment.

	<ul style="list-style-type: none"> • Exposure to school climates with the following characteristics: <ul style="list-style-type: none"> ○ Intensive supervision. ○ Clear behavior rules. ○ Firm disciplinary methods. ○ Engagement of parents and teachers.
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Community Level	
Risk Factors	Protective Factors
<ul style="list-style-type: none"> • Socially disorganized neighborhoods. • High concentration of poverty. • Lack of services (social, recreational, cultural, etc.). • High level of transiency. • Low levels of community participation. • High crime area. • Neighbourhood youth in trouble. • Presence of gangs. • Availability or perceived access to drugs. • Availability of firearms and weapons. • Cultural norms supporting gang behaviour. • Feeling unsafe in neighbourhood. 	<ul style="list-style-type: none"> • Availability of services (social, recreational, cultural, etc.). • Participation in traditional healing and cultural activities. • Sense of community belonging and cohesion. • Participation and engagement in community organizations and events. • Presence of social support networks. • Creating positive social environments through community, family, and service organizations. • Volunteering. • Connectedness to adults outside the family.

Societal Level	
Risk Factors	Protective Factors
<ul style="list-style-type: none"> • Poverty. • Unemployment / underemployment. • Racism. • Discrimination. • Stigma. • Oppression • Food insecurity. • Homelessness. • Extreme economic deprivation. • Lack of access to quality education. • Negative media messages. 	<ul style="list-style-type: none"> • Availability of economic resources. • Access to health and social services. • Strong social supports. • Safe, stable housing. • Steady employment. • Promoting social and economic policies that support positive youth development. • Access to medical care and mental health services. • Access to quality education. • Positive media messages.

REFERENCES

Center for Disease Control and Prevention. (n.d.). *Risk and Protective Factors. Violence Prevention*. Last reviewed: April 21, 2022. Retrieved from <https://www.cdc.gov/violenceprevention/youthviolence/riskprotectivefactors.html>.

City of Nanaimo (n.d.). *Risk and Protective Factors Associated with Youth Gang and Gun Violence Prevention*. Canadian Municipal Network on Crime Prevention. Retrieved from <https://www.nanaimo.ca/docs/social-culture-environment/list-of-risk-factors-and-resiliencies.pdf>.

Public Safety Canada (n.d.). *Risk and protective factors*. Government of Canada. Retrieved from <https://www.publicsafety.gc.ca/cnt/cntrng-crm/crm-prvntn/fndng-prgrms/rsk-fctrs-en.aspx>. Accessed on August 10, 2023.

Public Safety Canada (n.d.). *Youth gang involvement: What are the risk factors?* Government of Canada. Retrieved from <https://www.publicsafety.gc.ca/cnt/rsrscs/pblctns/yth-gng-nvlvmnt/index-en.aspx>.

ANNEX B

PUBLIC SAFETY CANADA TERMS AND CONDITIONS

Please note that the City of St. John's has been exempted from the condition that associated projects must deal directly with gun and gang violence, and section 4.7 (d) no longer applies.

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**

CITY OF ST. JOHN’S, a municipal corporation
pursuant to the provisions of the City of St.
John’s Act, RSNL 1990 c. C-17, as amended, duly
incorporated under the laws of the province of
Newfoundland and Labrador, having its head
office at St. John’s, Newfoundland and Labrador
as represented by the Mayor

(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 City of St. John's - BSCF, 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
- 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 March 31, 2024. 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 must be incurred by the Recipient in the fiscal year they are allocated.
- 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:
- a) 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;
 - c) 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 \$708,592.73 toward eligible expenditures described in Annex B – Approved Project Budget;
 - d) 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:
 - ii) 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;
- h) 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;

- i) 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;
- j) 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 \$708,592.73 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;

\$68,450.00 for Fiscal Year 2022-2023;

\$640,142.73 for Fiscal Year 2023-2024;

totalling \$708,592.73 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:

- a) 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;
- d) 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:

- a) 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;
- c) 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;
- b) 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;
- c) 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:

- a) 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;
- b) 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;
- b) 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
 - c) 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 Recipient

Name Danny Breen
Title Mayor
Name of City of St. John's
Organization

Full Address PO Box 908
St. John's, NL, A1C 5M2

Telephone (709) 576-8477
E-mail mayor@stjohns.ca

To the Minister

Name Lesley MacDonald
Title Regional Program Advisor
Name of Public Safety Canada
Organization

Full Address 21 Mount Hope Avenue
Dartmouth, NS, B2Y 4R4

Telephone (902) 237-6586
E-mail csp.atlantic-psc.atlantique@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 Newfoundland and Labrador

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.
