



REPORT

MEETING TYPE: Regular Council

TO:	Council
FROM:	Carly Collins, Treasurer
DATE:	1/17/2024
SUBJECT:	NOHFC Contribution Agreement – Heritage, Culture and Tourism Intern
REPORT NO.	[Auto-generated Report Number]

TITLE: NOHFC Contribution Agreement – Heritage, Culture and Tourism Intern

RECOMMENDATION:

THAT Council authorizes the passing of By-law No. 02-24, Being a By-law to Authorize and Direct the Mayor and the Clerk to Execute a Contribution Agreement Between The Corporation of the Municipality of Sioux Lookout and Northern Ontario Heritage Fund Corporation (NOHFC File No. 7401609, Tourism/Culture/Tourism Intern).

PURPOSE:

The purpose of this report is to request that Council:

1. Approve Northern Ontario Heritage Corporation (NOHFC) contribution of up to \$35,000 towards hiring a Heritage, Culture and Tourism Intern.

BACKGROUND:

In June 2023, Council approved applying to NOHFC for an internship position to support tourism attraction and activities.

The Heritage, Culture & Tourism Intern would be valuable this year to support a number of initiatives, not limited to:

- The tourism sector is rebuilding after two years of border restrictions limiting US visitors. Operators could use support coordinating resources and information.
- The Economic Development Department launched a website to attract business investment and tourism in 2020. The Lookout.ca website needs to be updated.

- Over the last two years, our community has welcomed a significant number of newcomers. Best practices for municipalities recommend a welcoming committee or staff member to support newcomer attraction and retention.

DISCUSSION:

The funding application submitted to NOHFC for this project has received approval, and the Contribution Agreement, which is attached to By-law No. 02-24, is now ready for execution.

RELATIONSHIP TO THE STRATEGIC PLAN:

Strategic Plan Mission Statement: Fostering growth and healthy living while celebrating our cultural diversity.

Strategic Plan Vision: A vibrant community where diversity, nature and compassion drive our prosperity.

FINANCIAL IMPLICATIONS:

Source	Project Expense	Project Revenue
Intern Wages	\$ 48,000	
Office Supplies	\$ 6,000	
NOHFC Funding		\$ 35,000
Municipality of Sioux Lookout Contribution - Taxation		\$ 19,000
Project Totals	\$ 54,000	\$ 54,000

The Municipality would need to fund the additional costs through the 2024 taxation revenue if approved.

ATTACHMENTS:

1. By-law 02-24 – Execute NOHFC Agreement
2. NOHFC – 7401609 Legal Agreement

SIGNATURES:

Written By:
Carly Collins,
Treasurer

Approved By:
Brian P. MacKinnon,
Chief Administrative Officer and
Municipal Clerk

This **CONDITIONAL CONTRIBUTION AGREEMENT** is made effective as of the first day of the Work Term

B E T W E E N: **NORTHERN ONTARIO HERITAGE FUND CORPORATION**
a corporation existing under the laws of Ontario
(“**NOHFC**”)

A N D: **THE CORPORATION OF THE MUNICIPALITY OF SIOUX LOOKOUT**
a municipality existing under the laws of Ontario
(the “**Employer**”)

WHEREAS the Employer wishes to obtain financial assistance from NOHFC to hire an intern to fill the Position, as more fully described herein;

AND WHEREAS NOHFC wishes to provide financial assistance towards the Eligible Costs of the Position in the form of a conditional contribution subject to the terms and conditions of this Agreement;

NOW THEREFORE in consideration of mutual promises and agreements contained in this Agreement and other good and valuable consideration, the parties agree as follows:

1. Interpretation

1.1. This agreement, together with:

Schedule A - Position Details;

Schedule B - Request for Reimbursement Form; and

Schedule C - Final Report;

and any agreement entered into as provided for in Section 15.2 having the effect of amending the foregoing,

(the “**Agreement**”) constitutes the entire agreement between the parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations, understandings and agreements.

1.2. In this Agreement, the following capitalized terms have the meanings set out below:

(a) “**Actual Wages**” means gross salary or wages paid by the Employer to the Intern for a maximum of 52 weeks of work during the Work Term, including statutory holiday pay, but excluding all MERCs;

(b) “**Contribution**” means the conditional contribution payable by NOHFC to the Employer in accordance with this Agreement;

(c) “**Eligible Candidate**” means an individual who:

(i) Intentionally deleted

- (ii) is either a new entrant into the workforce, is transitioning to a new career, or is unemployed or underemployed and is entering a new field,
 - (iii) has not previously participated in NOHFC's People & Talent Program,
 - (iv) is at least 18 years of age,
 - (v) resides in Northern Ontario,
 - (vi) is legally entitled to work in Canada, and
 - (vii) unless NOHFC has granted its prior written consent otherwise, is not a child, sibling, parent or spouse of, or is not cohabitating with:
 - A. the Employer (if the Employer is an individual),
 - B. any person involved in the Employer's hiring procedures or the Employer's decision-making, which is deemed to include directors, officers and/or partners of the Employer and the supervisor of the Intern, or
 - C. any person who has an ownership interest in the Employer;
- (d) "**Eligible Costs**" means (i) the Actual Wages, and (ii) 15% of the Actual Wages, representing MERCs;
- (e) "**Final Report**" means a completed and duly executed final report in the form of Schedule C;
- (f) "**Intern**" means the Eligible Candidate hired to fill the Position through a fair and transparent selection process;
- (g) "**Maximum Funds**" means the maximum amount payable to the Employer under this Agreement, which is the lesser of:
- (i) the NOHFC Percentage of Eligible Costs, and
 - (ii) the amount set out in the column entitled "Maximum NOHFC Contribution" in the table in Section C of Schedule A;
- (h) "**MERCs**" means mandatory employment related costs required to be paid or remitted by the Employer in accordance with applicable law (including mandatory minimum vacation pay, employer's contributions to employment insurance and the Canadian Pension Plan, employer health tax, and Workplace Safety and Insurance Board premiums), but excluding statutory holiday pay;
- (i) "**NOHFC Percentage**" means the percentage of Eligible Costs reimbursable by NOHFC under this Agreement, as set out in the column entitled "NOHFC % of Eligible Costs" in the table in Section C of Schedule A;
- (j) "**Northern Ontario**" means the territorial districts of Algoma, Cochrane, Kenora, Manitoulin, Nipissing, Parry Sound, Rainy River, Sudbury, Thunder Bay, and Timiskaming;
- (k) "**Position**" means the internship position described in Section A of Schedule A;

- (l) “**Position Details**” means all of the information contained on Schedule A which, for clarity, includes the internship position description in Section A, the Work Term in Section B, and the financial information in Section C;
- (m) “**Provincial Entity**” means His Majesty the King in right of Ontario or any “public entity” (as defined in the *Financial Administration Act* (Ontario) R.S.O. 1990, c. F.12);
- (n) “**Request for Reimbursement**” means a request for the disbursement of a portion of the Contribution to reimburse Eligible Costs, which request is completed and duly executed in the form of Schedule B, and is accompanied by documentation satisfactory to NOHFC evidencing the payment of the Intern’s gross salary or wages claimed for the period covered in the request for reimbursement form;
- (o) “**Reports**” means any information, including accounts, data, and projections, as NOHFC may request from time to time, but excludes the Final Report; and
- (p) “**Work Term**” means the term of the Position set out in Section B of Schedule A.

1.3. For the purpose of interpretation:

- (a) the words “include”, “includes”, and “including” are used to indicate nonexclusive examples and not that the parties intended such examples to be an exhaustive list; and
- (b) any reference to dollars or currency shall be to Canadian dollars or currency.

2. Term

2.1. The term of this Agreement shall commence as of the first day of the Work Term and shall expire (unless terminated earlier in accordance with its terms) after all of the following have occurred: (i) receipt by NOHFC of the final Request for Reimbursement and Final Report (each in form and substance satisfactory to NOHFC); and (ii) NOHFC has made its final disbursement of funds under this Agreement.

3. Position and Hiring

- 3.1. The Employer shall hire, employ and pay the Intern for 52 weeks during the Work Term. At all times, the Employer shall remain responsible for training, supervising, and paying the Intern.
- 3.2. The Employer shall not make any changes to the Position Details without the prior written consent of NOHFC.
- 3.3. The Employer shall provide direct, onsite supervision to the Intern unless NOHFC provides its prior written consent to an alternative arrangement.
- 3.4. If the Intern will no longer be working in the Position at any time prior to having completed 52 weeks of paid work, the Employer:
 - (a) shall notify NOHFC promptly, and advise of the Intern’s departure date;

- (b) shall submit a final Request for Reimbursement and a Final Report in respect of the Intern (in form and substance satisfactory to NOHFC) within 30 days of the Intern's departure date; and
- (c) if the Position becomes vacant before the Intern has completed 9 months of paid work and no Event of Default (as defined in Section 8.1 below) has occurred and is continuing, may, within 30 days of the Intern's departure date, request funding for a replacement intern for the Position, and NOHFC will evaluate and consider such request in its sole discretion.

3.5. The Contribution shall be acknowledged by the Employer on all reports, press releases, public statements, and publications pertaining to the Position or the Intern.

4. Contribution

4.1. Subject to the terms and conditions of this Agreement, NOHFC shall provide the Contribution to reimburse the Employer for Eligible Costs up to the amount of the Maximum Funds.

4.2. Subject to the terms and conditions of this Agreement, the Contribution shall be provided as follows:

(a) The Contribution will be disbursed in two instalments, each such instalment relating to Eligible Costs claimed for 26 weeks of paid work, provided that NOHFC has received (in form and substance satisfactory to NOHFC) the following items in respect of each request for a disbursement of the Contribution:

(i) a Request for Reimbursement;

(ii) a Final Report, if such request is the final request for disbursement; and

(iii) any other Reports requested by NOHFC.

(b) Notwithstanding Subsection 4.2(a), NOHFC may, in its sole and absolute discretion, increase the number of instalments in which it disburses the Contribution to the Employer (which, for greater certainty, shall in no way increase the amount of the Contribution), and may require the Employer to submit additional Requests for Reimbursement or Reports as conditions precedent to disbursing funds in such manner.

4.3. Subject to the terms and conditions of this Agreement, NOHFC shall deposit the funds electronically into an account designated by the Employer in writing, provided that the account resides at a Canadian financial institution and is in the name of the Employer. Notwithstanding the foregoing, NOHFC may, in its sole and absolute discretion, issue a cheque in the Employer's name as an alternative to the electronic deposit of funds.

4.4. The Employer shall notify NOHFC if the Employer receives any government funding towards the Eligible Costs from sources other than NOHFC. NOHFC may in its discretion reduce the amount of the Contribution by an amount equal to the amount of any additional government funding received by the Employer.

- 4.5. If the Employer for any reason receives funds from NOHFC in excess of what is provided for in this Agreement, the excess amount shall be a debt due and repayable by the Employer to NOHFC in accordance with Section 12.1 of this Agreement.

5. Reports

- 5.1. The Employer shall prepare and submit to NOHFC (in form and substance satisfactory to NOHFC):
- (a) a Final Report within 60 days of the end of the Work Term; and
 - (b) any other Reports requested by NOHFC.

6. Conditions Precedent to Disbursement

- 6.1. NOHFC's obligation to provide any disbursement of the Contribution under this Agreement is subject to the satisfaction of the following conditions precedent (in form and substance satisfactory to NOHFC):
- (a) NOHFC shall have received copies of the insurance certificate(s) as required by Section 10.3 and other documents as may be requested in Article 10;
 - (b) NOHFC shall have received such information about the Intern as it may reasonably require (but not any personal information, as defined in the *Freedom of Information and Protection of Privacy Act* (Ontario), unless the disclosure of such personal information has been consented to by the Intern), including any declaration or certification forms from the Intern and/or the Employer that NOHFC may require in order to verify that the Intern is an Eligible Candidate; and
 - (c) NOHFC shall have received a completed electronic funds transfer form authorizing NOHFC to deposit the funds into the Employer's designated bank account by way of electronic funds transfer.

7. Representations, Warranties, and Covenants

- 7.1. The Employer represents, warrants, and covenants that:
- (a) it has hired the Intern through a fair and transparent selection process, which includes having publicly posted the job advertisement for the internship, and it will provide a copy of the publicly posted job advertisement to NOHFC at its request;
 - (b) it is, and shall remain during the term of this Agreement, a validly existing legal entity with full power to enter into and fulfill its obligations under this Agreement, and it has taken all necessary action to authorize the execution, delivery, and performance of this Agreement;
 - (c) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to fulfill its obligations under the Agreement;
 - (d) all information provided in, or in support of, the Employer's application to NOHFC for funding related to this Agreement was, and shall remain during the term of this Agreement, true and complete in all material respects;

- (e) it is, and shall remain during the term of this Agreement, in compliance with any and all laws, statutes, by-laws, ordinances, decrees, requirements, directives, orders, judgments, licenses, permits, codes, regulations, rules or other items having the force of law, and any applicable determinations, interpretations, rulings, orders, or decrees of any governmental authority or arbitrator that are legally binding at the time; and
- (f) it is, and shall remain during the term of this Agreement, in compliance with all of its obligations to pay or remit, as required, MERCs to the applicable persons or authorities as contemplated by law.

8. Default

8.1. Each of the following constitutes an “**Event of Default**” under this Agreement:

- (a) if the Employer becomes bankrupt or insolvent, goes into receivership, or becomes the subject of any proceeding under, or applies for the benefit of, any statute relating to bankrupt or insolvent debtors, or in the sole opinion of NOHFC, otherwise faces serious financial difficulty;
- (b) an order is made, or resolution passed, for the winding up of the Employer, or the Employer is dissolved or, in the sole opinion of NOHFC, the nature of the Employer’s operations change such that the Employer no longer meets one or more of the applicable eligibility requirements of the NOHFC program under which it applied;
- (c) the Employer ceases to operate in Northern Ontario;
- (d) in the sole opinion of NOHFC, the Employer has submitted false or misleading information to NOHFC, or otherwise makes a misrepresentation to NOHFC, including in connection with the Employer’s application for funding, in a Request for Reimbursement, or at any other time;
- (e) if any representation or warranty provided to NOHFC (herein or otherwise, including in connection with the Employer’s application for funding) by, or on behalf of, the Employer is incorrect in any material respect on the date on which such representation or warranty was made;
- (f) if, in the sole opinion of NOHFC, the Employer breaches any covenant, or any other term or condition of this Agreement;
- (g) the Employer fails to comply with any term, condition, or obligation under any other agreement with NOHFC or a Provincial Entity; or
- (h) in the sole opinion of NOHFC, there is a material adverse change in risk.

8.2. Following the occurrence of any Event of Default, NOHFC may:

- (a) immediately suspend its obligation to make any further disbursements of the Contribution;
- (b) reduce the Maximum Funds;

- (c) cancel all further disbursements of the Contribution;
- (d) demand the repayment of an amount equal to that portion of the Contribution that NOHFC provided to the Employer;
- (e) terminate this Agreement without liability, penalty, or costs to NOHFC, which termination may take effect at any time specified by notice, including immediately; and/or
- (f) exercise any other rights or remedies available to it under applicable law.

Additionally, the Employer acknowledges that NOHFC may consider the Employer's performance of this Agreement, or any Event of Default hereunder, in connection with its evaluation of any future applications by the Employer or related parties for NOHFC funding.

9. Records and Monitoring

- 9.1. The Employer shall maintain, for a period of 7 years after the creation thereof, all records (both financial and non-financial, including invoices, books of account, and evidence of payment or remittance, as applicable, of Eligible Costs) relating to this Agreement, the Position Details, or the Intern in a manner consistent with generally accepted accounting procedures.
- 9.2. NOHFC, its authorized representatives or an independent auditor identified by NOHFC may, at its own expense, upon 24 hours' notice to the Employer and during normal business hours, enter upon the Employer's premises and the Intern's work site to review the progress of the Position and the Employer's expenditure of the Contribution, and for these purposes NOHFC, its authorized representatives or an independent auditor identified by NOHFC, may:
 - (a) inspect and copy the records and documents referred to above; and
 - (b) conduct an audit or investigation of the Employer in respect of the expenditure of the Contribution and/or the hiring, training, supervision and payment of the Intern.
- 9.3. To assist in respect of the rights set out above, the Employer shall disclose any information reasonably requested by NOHFC, its authorized representatives or an independent auditor identified by NOHFC, and shall do so in a form reasonably requested by NOHFC, its authorized representatives or an independent auditor identified by NOHFC, as the case may be.
- 9.4. For greater certainty, NOHFC's audit rights in this Agreement are in addition to any rights provided to the Auditor General pursuant to the *Auditor General Act* (Ontario).
- 9.5. If NOHFC or the Auditor General of Ontario believes that there are inaccuracies in or inconsistencies between any information submitted to NOHFC and the Employer's financial records and books of account, NOHFC or the Auditor General of Ontario may request, and the Employer shall provide at its own expense, an audit report from a public accountant licensed under the laws of Ontario. The audit report shall be satisfactory to NOHFC and/or the Auditor General of Ontario, as applicable, in form and content, and address:

- (a) the Contribution received to date;
- (b) the Eligible Costs incurred by the Employer to date;
- (c) whether the Eligible Costs were incurred in accordance with this Agreement; and
- (d) other financial information pertaining to this Agreement as may be reasonably specified in the request.

9.6. No provision of this Agreement shall be construed to give NOHFC any control whatsoever over the Employer's records or documents.

10. Indemnity and Insurance

10.1. The Employer shall indemnify and hold harmless Northern Ontario Heritage Fund Corporation and each of its officers, directors, advisors, agents, and representatives from and against any and all liability, losses, costs, damages, and expenses (including legal, expert, and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with this Agreement or otherwise in respect of the Employer, the Intern or the Position.

10.2. The Employer represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense (with insurers having a secure A.M. Best rating of B+ or greater or the equivalent), and that it has, and shall for the term of the Agreement, comply with the requirements of, all the necessary and appropriate insurance that a prudent person carrying out obligations similar to the obligations required of the Employer under this Agreement would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence, which commercial general liability policy shall include:

- (a) Northern Ontario Heritage Fund Corporation and each of its officers, directors, advisors, agents, and representatives as additional insureds with respect to liability arising in the course of performance of the Employer's obligations under, or otherwise in connection with, this Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a thirty (30) day written notice of cancellation or material change.

10.3. The Employer shall provide NOHFC with valid certificates of insurance, or other proof as may be requested by NOHFC, that confirms the insurance coverage as provided in Section 10.2. Further, upon request by NOHFC, the Employer shall make available to NOHFC a copy of each insurance policy.

10.4. Without limiting the terms of Subsection 7.1(e), if the Employer is subject to the *Workplace Safety and Insurance Act, 1997*, the Employer shall at all times throughout the employment of the Intern pay all amounts payable under such Act to the Workplace Safety and Insurance Board (WSIB) when they are due and, upon the request of NOHFC, shall deliver to NOHFC a copy of a current compliance certificate issued by the WSIB.

11. Termination on Notice

- 11.1. NOHFC may terminate this Agreement at any time and for any reason without liability, penalty, or costs upon giving at least 30 days' notice to the Employer.
- 11.2. If NOHFC terminates this Agreement pursuant to Section 11.1, NOHFC may cancel further instalments of the Contribution that would otherwise have been payable after the effective date of termination.

12. Repayment and Set Off

- 12.1. If the Employer owes any monies, including any portion of the Contribution, to NOHFC, whether or not their return or repayment has been demanded by NOHFC, such monies shall be deemed to be a debt due and owing to NOHFC by the Employer, and the Employer shall pay or return the amount to NOHFC immediately unless NOHFC directs otherwise. NOHFC may charge the Employer interest on any monies owing by the Employer at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 12.2. If the Employer is or becomes indebted to NOHFC under this or any other agreement between them, NOHFC shall have the right to set off the amount of such indebtedness against the amount owing to the Employer under this Agreement and to reduce the total amount of the Contribution payable to the Employer by such amount.

13. Acknowledgements

- 13.1. The Employer acknowledges that NOHFC is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario), as amended from time to time, and that any information provided to NOHFC in connection with the Position or otherwise in connection with this Agreement is subject to disclosure in accordance with that Act.
- 13.2. The Employer acknowledges that this Agreement is not an employment agreement, and that the Employer is not an agent, joint venturer, partner, or employee of NOHFC or any of its directors, officers, agents, advisors, or representatives, and the Employer shall not take any actions that could establish or imply such a relationship. The Employer further acknowledges that NOHFC has no responsibility for, no relationship with, and no liability for the actions of, the Intern.
- 13.3. The Employer acknowledges and confirms that it is solely responsible for the identification and recruitment of Eligible Candidates for the Position and the selection of the intern to fill the Position.
- 13.4. The Employer is responsible for any cost overruns related to the Position.

14. Notices

- 14.1. Any notices or communications to be given under this Agreement shall be in writing and shall be given by personal delivery, prepaid registered mail, courier service, fax, or e-mail and shall be addressed as follows (or as either party may otherwise designate to the other upon notice):

	NOHFC	EMPLOYER
Full Legal Name	Northern Ontario Heritage Fund Corporation	THE CORPORATION OF THE MUNICIPALITY OF SIOUX LOOKOUT
Address	70 Foster Drive, Suite 200 Sault St. Marie, Ontario P6A 6V8	25 Fifth Avenue, Sioux Lookout Ontario P8T 1A4
Contact Name	John Guerard	Jen Esposito
	Executive Director	Economic Development Officer
Facsimile	1 (705) 945-6701	
E-mail	NOHFC.FinancialServicesUnit@ontario.ca	jesposito@siouxlookout.ca

- 14.2. Notices given by personal delivery, registered mail, or courier shall be deemed to have been given and received on the day of actual delivery thereof or, if such day is not a business day, then on the first business day thereafter. Any notice given by fax or e-mail on a business day before 4:00 p.m. shall be deemed to have been given and received on such business day, and otherwise shall be deemed to have been given and received on the first business day following transmission.

15. Other Terms and Conditions

- 15.1. The rights and obligations of the Employer under this Agreement are not assignable to any other person without the prior written consent of NOHFC, which consent may be withheld in NOHFC's sole discretion.
- 15.2. This Agreement may only be amended by: (i) a written agreement duly executed by the parties, or (ii) e-mail transmission, where the proposed amendments to the Agreement are set out in an e-mail by an authorized representative of NOHFC and an authorized representative of the Employer indicates its acceptance of the amendments by return e-mail.
- 15.3. The failure or delay by NOHFC in exercising any right or remedy with respect to any breach of this Agreement by the Employer shall not operate as a waiver or release thereof or of any other right or remedy. Any waiver must be in writing and signed by NOHFC to be effective and shall be limited only to the specific breach waived.
- 15.4. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision and any invalid provision shall be deemed to be severed.
- 15.5. All rights and obligations contained in this Agreement will extend to and be binding on the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- 15.6. The rights and remedies of NOHFC under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.
- 15.7. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Any actions or proceedings arising in connection with this Agreement shall be conducted in Ontario.

- 15.8. The provisions of this Agreement marked as Article 1, Section 3.4(b), Section 3.5, Section 4.4, Section 4.5, Section 8.1, Sections 8.2(d) and (f), Article 9, Section 10.1, Section 11.2, Article 12, Article 13, Article 14, Section 15.3, Section 15.4, Section 15.5, Section 15.6, Section 15.7, Section 15.8, Section 15.9 and Section 15.10 and all applicable definitions used, and provisions and schedules cross-referenced therein, shall survive any expiry, termination, or cancellation of this Agreement and continue in full force and effect for a period of 7 years thereafter.
- 15.9. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 15.10. This Agreement may be executed by electronic signature and delivered by facsimile or e-mail transmission, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The words “execution,” “signed,” “signature,” and similar words in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature.

[Signature page follows]

The parties have executed this Agreement as of the date first stated above.

**NORTHERN ONTARIO HERITAGE FUND
CORPORATION**

Name: John Guerard
Title: Executive Director

THE CORPORATION OF THE MUNICIPALITY OF SIOUX LOOKOUT

Name:
Title:

Name:
Title:

I/We have authority to bind the Employer.

SCHEDULE A

POSITION DETAILS**

A. POSITION DESCRIPTION

TITLE: Heritage, Culture and Recreation Intern

DESCRIPTION:

- Build local online business directory and tourism blog.
- Develop and implement a welcome program for new residents.
- Support volunteers in the development and implementation of community-based volunteer initiatives.
- Support program and event logistics, including set-up and clean-up.
- Develop experience-based opportunities.

B. WORK TERM*

<p>START DATE:</p> <p>(INSERT INTERN'S ACTUAL START DATE ABOVE)</p>	<p>END DATE:</p> <p>THE DATE THAT IS 56 WEEKS AFTER THE START DATE.</p> <p>NOTE: WEEKS ARE COUNTED IN 7-DAY INTERVALS.</p>
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* **Note:** Start date cannot be earlier than **June 30, 2023**

C. FINANCIAL INFORMATION

NUMBER OF WEEKS OF WORK	NUMBER OF HOURS OF WORK PER WEEK	HOURLY PAY RATE	WEEKLY WAGES (NOT INCLUDING MERCs)	TOTAL WAGES (NOT INCLUDING MERCs)	MERCs ELIGIBLE AMOUNT (15% OF TOTAL WAGES)	TOTAL WAGES (INCLUDING MERCs)	MAXIMUM NOHFC CONTRIBUTION	NOHFC % OF ELIGIBLE COSTS
52	35	\$ 22.94	\$802.90	\$41,750.80	\$6,262.62	\$48,013.42	\$35,000.00	72.90%

**** Note:** Pursuant to Section 3.2, the Employer may not make any changes to the Position Details without NOHFC's prior written consent. For clarity, this includes not making any changes to the position description in Section A, the Work Term in Section B and the financial information in Section C of this Schedule A.

SCHEDULE B

REQUEST FOR REIMBURSEMENT FORM

This request for reimbursement form should be completed by the Employer and returned to the project officer assigned to the Employer by NOHFC. It must be accompanied by documentation evidencing the payment of the Intern's gross salary or wages claimed for the period covered in this form (e.g. pay stubs, pay register, etc. showing gross wages and deductions; but noting that Excel spreadsheets, Payroll Deductions Online Calculator and bank statements are NOT acceptable as documentary evidence, unless accompanied by cancelled cheques for each pay period). If this is a final request for reimbursement, then a Final Report (Schedule C) must accompany this form.

General Information		Internship Claim	
NOHFC File Number: 7401609		1st Claim <input type="checkbox"/>	Final Claim <input type="checkbox"/>
Position: Heritage, Culture and Recreation Intern		Pay Period covered From: _____	Pay Period covered From: _____
Employment Start Date: _____		To: _____	To: _____
			Last Date Intern Worked: _____

Employer Profile	
Employer Name: THE CORPORATION OF THE MUNICIPALITY OF SIOUX LOOKOUT	Contact Name: _____
Contact Number(s): _____	

Funding Calculations
Maximum NOHFC Contribution: \$ _____
Claims to Date: \$ _____

Claim Calculation (reference note below for Eligible Costs)

(A)	(B)	(C)	(D)	(E)	(F)	Total Request for Disbursement (this claim)
Total Weeks Worked	Total Hours per Week	Hourly Pay Rate	Weekly Wages (not including MERCs)	Total Wages (not including MERCs)	15% added to Total Wages for MERCs	Total Request for Disbursement (this claim)
			(B) x (C)	(D) x (A)	(E) X 1.15	(F) x NOHFC Percentage*
_____ weeks	_____ hours	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

***Amount claimed in this Request for Reimbursement Form together with all previous disbursements to date cannot exceed the Maximum Funds.**

Note: **"Eligible Costs"** means (i) the Actual Wages, and (ii) 15% of the Actual Wages, representing MERCs, where:

"Actual Wages" means gross salary or wages paid by the Employer to the Intern for a maximum of 52 weeks of work during the Work Term, including statutory holiday pay, but excluding all MERCs, and

"MERCs" means mandatory employment related costs required to be paid or remitted by the Employer in accordance with applicable law (including mandatory minimum vacation pay, employer's contributions to employment insurance and the Canadian Pension Plan, employer health tax, and Workplace Safety and Insurance Board premiums), but excluding statutory holiday pay.

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Eligible Costs on this Claim: \$ _____	x	Percentage of Eligible Costs payable by NOHFC: _____ %	=	Amount Claimed from NOHFC: \$ _____
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Certification by Employer

The undersigned hereby certifies that:

- (a) all expenditures reported in this form are Eligible Costs as defined in the Agreement;
- (b) the Employer is in compliance with all of its obligations to pay or remit, as required, MERCs to the applicable persons or authorities as contemplated by law;
- (c) the Intern is an Eligible Candidate;
- (d) the representations and warranties set forth in the Agreement are true and correct in all material respects on the date set out below;
- (e) no Event of Default has occurred and is continuing as of the date set out below; and
- (f) all of the Employer's obligations to date, as set out in the Agreement, have been satisfied.

THE CORPORATION OF THE MUNICIPALITY OF SIOUX LOOKOUT

By: _____

I have authority to bind the Employer.

Name (Print)

Date

Title

SCHEDULE C
Final Report

NOHFC File Number: 7401609

Employer: THE CORPORATION OF THE MUNICIPALITY OF SIOUX LOOKOUT

Internship position title: Heritage, Culture and Recreation Intern

This Final Report is provided pursuant to the Conditional Contribution Agreement between the Northern Ontario Heritage Fund Corporation and **THE CORPORATION OF THE MUNICIPALITY OF SIOUX LOOKOUT** in respect of NOHFC File Number **7401609**

Have the objectives of the Position been met? Please use Schedule A as a reference.

What is the employment status of the Intern hired under the program?

- Intern was hired by our organization

- Intern has secured employment at another organization:
 - In Northern Ontario
 - Outside Northern Ontario

- Intern returned to school
- Intern returned to the intern's home community
- The Employer cannot fund the position going forward

- None of the above – please explain: _____

THE CORPORATION OF THE MUNICIPALITY OF SIOUX LOOKOUT

By: _____
I have authority to bind the Employer.

Date

Name (Print)

Title

THE CORPORATION OF THE MUNICIPALITY OF SIOUX LOOKOUT

BY-LAW NO. 02-24

BEING A BY-LAW TO AUTHORIZE AND DIRECT THE MAYOR AND THE CLERK TO EXECUTE AN AGREEMENT WITH THE NORTHERN ONTARIO HERITAGE FUND CORPORATON (NOHFC) TO HIRE A HERITAGE, CULTURE AND RECREATION INTERN (PEOPLE & TALENT PROGRAM: WORKFORCE DEVELOPMENT STREAM PROJECT NO. 7401609)

WHEREAS the Council of The Corporation of the Municipality of Sioux Lookout deems it advisable and expedient to enter into an agreement with the Federal Economic Development Agency for Northern Ontario as Northern Ontario Heritage Fund Corporation for funding to Hire a Heritage, Culture and Recreation Intern (People & Talent Program: Workforce Development Stream Project No. 7401609); and

WHEREAS Section 9 of the *Municipal Act 2001, as amended*, grants municipalities the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act; and

WHEREAS entering into agreements is considered to be a natural person capacity, right, power, or privilege;

NOW THEREFORE, THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF SIOUX LOOKOUT ENACTS AS FOLLOWS:

1. THAT the Mayor and the Clerk are hereby authorized and directed to execute the above-noted Agreement between The Corporation of the Municipality of Sioux Lookout and the Northern Ontario Heritage Fund Corporation.
2. THAT the Agreement is attached as Schedule A to this By-law.
3. THAT the Mayor's and the Clerk's authority and direction to execute the above-noted Agreement extends to any renewal agreements or administrative amendments.
4. THAT this By-law shall come into force and take effect on the date of its final passing.

READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS SEVENTEENTH DAY OF JANUARY, 2024

Doug Lawrance, Mayor

Brian P. MacKinnon, Municipal Clerk