

**1. BUSINESS IMPROVEMENT AREA (BIA) ANTI-GRAFFITI GRANT PROGRAM
PROGRAMME DE SUBVENTIONS POUR LA LUTTE CONTRE LES GRAFFITI
DANS LES ZONES D'AMÉLIORATION COMMERCIALE (ZAC)**

COMMITTEE RECOMMENDATIONS

That Council approve:

- 1. The Business Improvement Area Anti-Graffiti Grant Program continue in accordance with the City of Ottawa Grants and Contributions Policy and subject to annual budget approval, as outlined in this report.**
- 2. The transfer of funding and Delegated Authority for the Business Improvement Area Anti-Graffiti Grant Program from the Public Works and Environmental Services department operating base budget to the Planning, Infrastructure and Economic Development department operating base budget effective May 1, 2017.**

RECOMMANDATIONS DU COMITÉ

Que le Conseil approuve ce qui suit :

- 1. La poursuite du Programme de subventions pour la lutte contre les graffiti dans les zones d'amélioration commerciale, conformément à la Politique sur les subventions et contributions de la Ville d'Ottawa, sous réserve de l'approbation du budget annuel, comme le précise le présent rapport.**
- 2. Le transfert du financement et du pouvoir délégué associés au Programme de subventions pour la lutte contre les graffiti dans les zones d'amélioration commerciale, qui passeraient du budget**

de fonctionnement de base de la Direction générale des travaux publics et de l'environnement à celui de la Direction générale de la planification, de l'infrastructure et du développement économique, à compter du 1^{er} mai 2017.

DOCUMENTATION / DOCUMENTATION

1. **Manager, Business and Technical Support Services' report, dated 29 March 2017 (ACS2017-PWE-GEN-0003)**

 Rapport du Gestionnaire, Soutien technique et aux activités, daté le 29 mars 2017 (ACS2017-PWE-GEN-0003)

Report to
Rapport au:

Transportation Committee
Comité des transports
5 April 2017 / 5 avril 2017

and Council
et au Conseil
12 April 2017 / 12 avril 2017

Submitted on March 29, 2017
Soumis le 29 mars 2017

Submitted by
Soumis par:

Catherine Holmes, Manager, Business and Technical Support Services, Public Works and Environmental Services Department / Gestionnaire, Soutien technique et aux activités , Services environnementaux et des travaux publics

Contact Person
Personne ressource:

Leslie Vanclief, Section Manager Stakeholder Relations, Public Works and Environmental Services Department / Gestionnaire de section, Relations avec les intervenants, Services environnementaux et des travaux publics
613-580-2424 ext. 27945; Leslie.Vanclief@ottawa.ca

Ward: CITY WIDE / À L'ÉCHELLE DE LA File Number: ACS2017-PWE-GEN-0003
VILLE

SUBJECT: Business Improvement Area (BIA) Anti-Graffiti Grant Program

OBJET: Programme de subventions pour la lutte contre les graffiti dans les zones d'amélioration commerciale (ZAC)

REPORT RECOMMENDATIONS

That the Transportation Committee recommend that Council approve;

- 1. The Business Improvement Area Anti-Graffiti Grant Program continue in accordance with the City of Ottawa Grants and Contributions Policy and subject to annual budget approval, as outlined in this report.**
- 2. The transfer of funding and Delegated Authority for the Business Improvement Area Anti-Graffiti Grant Program from the Public Works and Environmental Services department operating base budget to the Planning, Infrastructure and Economic Development department operating base budget effective May 1, 2017.**

RECOMMANDATIONS DU RAPPORT

Que le Comité des transports recommande au Conseil d'approuver ce qui suit :

- 1. La poursuite du Programme de subventions pour la lutte contre les graffiti dans les zones d'amélioration commerciale, conformément à la Politique sur les subventions et contributions de la Ville d'Ottawa, sous réserve de l'approbation du budget annuel, comme le précise le présent rapport.**
- 2. Le transfert du financement et du pouvoir délégué associés au Programme de subventions pour la lutte contre les graffiti dans les zones d'amélioration commerciale, qui passeraient du budget de fonctionnement de base de la Direction générale des travaux publics et de l'environnement à celui de la Direction générale de la planification, de l'infrastructure et du développement économique, à compter du 1^{er} mai 2017.**

BACKGROUND

In May 2007, the BIA Anti-Graffiti Grant Program was established as part of the [Graffiti Management Strategy](#) to assist businesses in preventing and removing graffiti. The original funding distribution model allocated \$10,000 annually per Business

Improvement Area (BIA); however some BIAs have a lower incidence of graffiti than others, resulting in unspent funds each year. In 2016, the Ottawa Council of Business Improvement Areas (OCoBIA) asked that the City consider revising the terms of the grant program so that the funds could be distributed based on demonstrated graffiti incidence to more effectively target the available funds to the areas most affected by graffiti vandalism. OCoBIA was consulted on the new funding distribution model, which was approved by Council in March 2016. Council also requested that staff consider if funds remained at the end of the year, the program eligibility could be expanded to include Boards of Trade, Chambers of Commerce and Business Associations where there are no BIAs. Staff was directed to report back to Transportation Committee with an update after the first year of implementation. A summary of the funds allocated for the period of 2008 to 2016 is provided below in Document 1.

DISCUSSION

This report provides an overview of the first year of implementation of the new funding distribution model for the BIA Anti-Graffiti Grant Program, and provides recommendations for changes to the administration of the Program. In addition, as required by the City of Ottawa Grants and Contributions Policy, programs must be reaffirmed once per term of Council.

A new funding distribution model was implemented for the BIA Anti-Graffiti Grant Program in 2016 at the request of OCoBIA. In the first year (2016) of this new funding distribution model, the full program budget was allocated to BIAs according to the level of graffiti incidence. OCoBIA was pleased with the new process since it better distributed the funds to areas with a higher incidence of graffiti.

The Chambers of Commerce and West Ottawa Board of Trade were consulted about their potential involvement in the Program. The Chambers of Commerce are focused on broad strategic issues such as economic development, networking, and business advocacy, rather than local operational issues. Similarly, the Board of Trade is focused on training, workshops, advocacy and developing and promoting the business. Business Associations are focused on providing business management resources, information sessions, networking events, and government advocacy. The administration of grant funding and implementation of graffiti eradication strategies are not within the mandate of these agencies. The Board of Trade, Chambers of Commerce and Business Associations confirmed that there is no role for their agencies

in this program. As a result, it is recommended that the Anti-Graffiti Grant Program continue to include BIAs as the only eligible agency to access the funding through this program. BIAs are uniquely positioned to implement street-level beautification on the main streets of Ottawa, which are known to be high graffiti incidence areas. BIAs actively participate in graffiti prevention programs, with the use of murals and vinyl wraps on heavily hit graffiti assets, providing graffiti removal services to their member business, and sharing tracking and reporting of graffiti incidents with enforcement staff.

Businesses and residents located in areas without a BIA have a wide range of support available through the Graffiti Management Program to assist with graffiti prevention. Graffiti Management staff are available to assist property owners and businesses to determine graffiti prevention methods for properties that are impacted by graffiti vandalism. Residents are encouraged to report graffiti vandalism to 3-1-1 to ensure swift removal by the property owner. Residents should also report graffiti vandalism to Ottawa Police Service for use in their enforcement and crime analysis. Enforcement is conducted by By-law Services and Ottawa Police Services in high graffiti areas. Murals can be an effective tool to reduce graffiti vandalism.

Since its inception, the Program has been administered by the Public Works and Environmental Services department as a component of the overall Graffiti Management Strategy. However, since the only stakeholder involved in this program are the local BIAs, it is recommended that the Program administration and Delegated Authority be transferred to the Planning, Infrastructure and Economic Development department, since they have extensive expertise in the consultation, partnership, funding and ongoing development of programs and agreements to support BIAs and other similar agencies. The Director of Economic Development will be provided with Delegated Authority for distribution of program funds. The transfer of the program will provide one-point of contact for BIAs to access funding from the City. The only component of the Graffiti Management Strategy to be transferred to the Planning, Infrastructure and Economic Development department will be the BIA Anti-Graffiti Grant Program. The Public Works and Environmental Services department will continue to manage the Graffiti Management Strategy, and will continue to provide support to BIAs and other stakeholders for graffiti prevention and education, including the mural program, community engagement, and graffiti removal from city property.

It is recommended that the BIA Anti-Graffiti Grant Program continue in accordance with the City of Ottawa Grants and Contributions Policy and subject to annual budget approval, as outlined in this report and detailed in Document 2.

RURAL IMPLICATIONS

The BIA Anti-Graffiti Grant Program is available to all BIAs, including rural Business Improvement Areas such as the Manotick, Carp Village, and Carp Road Corridor BIAs.

CONSULTATION

The Planning, Infrastructure and Economic Development department is supportive of the report recommendations. The Ottawa Council of Business Improvement Areas (OCoBIA), Boards of Trade, Chambers of Commerce and Business Associations were consulted on the report recommendations.

COMMENTS BY THE WARD COUNCILLOR(S)

This is a City-wide item.

ADVISORY COMMITTEE(S) COMMENTS

Not Applicable.

LEGAL IMPLICATIONS

There are no legal impediments to approving the recommendations in this report.

RISK MANAGEMENT IMPLICATIONS

Funding agreements between the City and BIAs are reviewed annually to reduce as much as possible the risk exposure to the City. Grant recipients are required to demonstrate general liability insurance coverage of \$2 million.

FINANCIAL IMPLICATIONS

The 2017 budget for the Anti-Graffiti Grant Program is \$180,000, which currently resides in Public Works and Environmental Services department and will be transferred to the Planning, Infrastructure and Economic Development department. All 2017 actual expenditures related to the grant will be reported by the Planning, Infrastructure and Economic Development department.

ACCESSIBILITY IMPACTS

There are no direct accessibility impacts related to this report.

TERM OF COUNCIL PRIORITIES

The BIA Anti-Graffiti Grant Program supports Term of Council Strategic Objectives “C1 - Contribute to the improvement of my quality of life” and “EP2 – Support Growth of Local Economy” by reducing graffiti vandalism in the City’s commercial districts.

SUPPORTING DOCUMENTATION

Document 1: Summary of Program Statistics

Document 2: Business Improvement Area (BIA) Anti-Graffiti Grant Program –Terms and Conditions for Funding Contribution

DISPOSITION

Following Council’s approval, the Planning, Infrastructure and Economic Development department will work with the Public Works and Environmental Services department to implement the recommendations and administer the annual BIA Anti-Graffiti Grant Program.

Document 1 – Summary of Funds Allocated

Table 1 - A summary of the BIA Anti-Graffiti Grant funds allocated for the period of 2008 to 2016

| Year | # Eligible BIAs | Budget | Total Allocated to BIA Graffiti Prevention and/or Removal |
|-------------|------------------------|---------------|--|
| 2008 | 13 | \$150,000 | \$108,137 |
| 2009 | 13 | \$150,000 | \$125,665 |
| 2010 | 13 | \$160,000 | \$118,103 |
| 2011 | 14 | \$170,000 | \$120,013 |
| 2012 | 14 | \$170,000 | \$120,893 |
| 2013 | 15 | \$170,000 | \$129,655 |
| 2014 | 15 | \$170,000 | \$114,617 |
| 2015 | 15 | \$170,000 | \$126,730 |
| 2016 | 15 | \$180,000 | \$180,000 * |

*New funding allocation process implemented in 2016 resulted in full allocation of funds in highest graffiti areas.

**Document 2 - Business Improvement Area (BIA) Anti-Graffiti Grant Program –
Terms and Conditions for Funding Contribution**

1 - Program Objectives

The Business Improvement Area (BIA) Anti-Graffiti Program Funding Contribution (herein named “contribution”) will be made available to all eligible Business Improvement Areas within the City of Ottawa as an annual renewable contribution. The sole purpose of these contributions is to support BIAs and member businesses in adhering to the [Graffiti Management By-law 2008-1](#) requiring the expedient removal of graffiti from all property within the City of Ottawa. The contribution may support graffiti eradication and prevention activities in support of the BIA members.

As part of the Graffiti Management Strategy, the Contribution is designed to complement the ongoing graffiti management efforts of each BIA. It is not the goal for the Contribution to replace the current strategy or to be the sole graffiti management strategy for any one BIA.

2 - Purpose of Contribution

The contribution shall only be used for the objectives as described in this document.

Activities must meet all of the following eligibility criteria to be considered for contribution:

- a. The contribution is available to any Business Improvement Area designated under the City of Ottawa Business Improvement Area By-law with an active Management Board elected by the members who apply by the annual submission deadline.
- b. New BIA created during the calendar year will be eligible to apply for funding at the next available call for funding proposals which occurs annually.
- c. Eligible expenses may include:
 - i. Graffiti removal equipment and supplies
 - ii. Graffiti removal contractor services

- iii. Graffiti prevention projects such as murals, planting of shrubs and/or vines, application of protective coatings, graffiti awareness activities.
 - iv. Reasonable administration expenses for implementation of graffiti removal and prevention projects (office supplies; photocopying; fax transmissions; postage; publicity; telephone; transportation).
 - v. Funding must be used for activities and/or purchases made in that calendar year.
- d. The contribution will NOT fund:
- i. Projects that do not include the direct removal or prevention of graffiti on BIA member property;
 - ii. Major capital costs such as fixed assets, the purchase of buildings, vehicles or large equipment;
 - iii. Seasonal decorations;
 - iv. Special events;
 - v. Business recruitment;
 - vi. Ongoing operating costs, other than graffiti removal and prevention costs;
 - vii. BIA staff salaries and benefits;
 - viii. Business-development plans and projects;
 - ix. Projects receiving other City of Ottawa contributions for graffiti removal and prevention.
 - x. Mural projects receiving other City of Ottawa grants (namely, but not limited to, the BIA Mural Grant Pilot Program, or the Paint it Up Program).

Business Improvement Area (BIA) Anti-Graffiti Grant Program –Terms and Conditions for Funding Contribution

1 - PROGRAM OBJECTIVES

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3 - Allocation Process

- a. The total annual funding envelope is equal to \$180,000.
- b. The funds will be distributed to the eligible BIAs who submit an annual Contribution Agreement.
- c. The individual BIA contribution will be calculated based on a five year average based on the past most recent five year's amount spent on graffiti removal reported through the BIA Anti-Graffiti Grant Program.
- d. If a BIA is in existence for fewer than 5 years, the annual allocation is based on the average graffiti spending of the number of years in existence.
- e. New BIAs will be provided up to \$10,000 their first year.
- f. To apply for annual Anti-Graffiti funds, BIAs must submit their completed Contribution Agreement no later than the annual deadline. ***Please note that applications received after this date will NOT be accepted.***
- g. If at the end of the year, some funds go unspent by the BIAs, the remaining funds may be re-distributed equally to any BIA who submitted a Contribution Agreement, and who spent in excess of their funding allocation on graffiti related expenses.

4 - Reporting Process

Annual reporting will be provided by the BIA to the City of Ottawa on or before November 30 of each year, and will include the following:

- a. A summary of the graffiti initiatives undertaken for the previous year, including:
 - i. Number of requests for graffiti removal
 - ii. Number of tags removed
 - iii. Removal costs (including receipts)
 - iv. Prevention costs (including receipts)
 - v. Graffiti issues and concerns identified for your BIA.

- b. Where applicable, claims must be supported by a copy of the invoice from the supplier providing material or services to the Program Sponsor. These should detail:
 - i. suppliers name, address;
 - ii. date of invoice and service;
 - iii. cost of service;
 - iv. detailed description of service/material supplied.
 - v. Any cash payment must be supported by a receipt.

- c. Annual reports will be submitted to:

Economic Development Branch

110 Laurier Avenue West

Ottawa, Ontario K1P 1J1

Attention: Jamie Hurst

jamie.hurst@ottawa.ca

5 - Roles and Responsibilities

The City will:

- a. Pay to the BIA their contribution based on the Allocation Process by December 31, annually.
Review the annual statement of expenditures and associated receipts submitted by the BIA confirming that adequate supporting documentation is provided to confirm the annual cost of the program.
- b. Review the scope, effectiveness and cost of the program annually prior to considering any request for further contributions, and to provide recommendations for an effective graffiti management program.
- c. Contributions will be renewable annually based on demonstrated need from each BIA.

- d. Renewal of annual contributions will be distributed only upon satisfactory receipt of annual reporting for the previous year as described above.

The BIA will:

- a. Submit a Contribution Agreement on or before the stated deadline, outlining the goals and objectives of the BIA for graffiti removal and prevention activities during the current calendar year.
- b. Ensure that the contribution is used for the purpose of graffiti removal and prevention.
- c. On or before November 30th of each year, provide the City with a detailed statement of expenditures for the year as described above.
- d. Publicly acknowledge the support of the City of Ottawa in print and verbally in all publicity, promotional materials, information materials, press materials and at public occasions relating to the program for which a contribution has been provided.

6 - Assignment

The BIA shall not assign any rights or obligations hereunder without the prior written consent of the City.

7 - Changes to Contributions

The contribution awarded to the BIA may change over the designated time period under the following circumstances:

- a. the organization fails in a significant way to meet its own stated objectives or fails to execute its confirmed program of activities
- b. the organization undergoes significant changes to senior and/or administrative personnel and a disruption of activities is predicted
- c. the organization fails to meet its financial obligations and /or the required reports are not forwarded to the Public Works department, Business Services Branch, in a timely manner

- d. City Council has not provided its budget approval and/or is unable to fulfill its funding commitments resulting from a reduction in the budget

8 - Accounting

The BIA shall keep and maintain records, invoices and other documents relating to the City of Ottawa's funding contribution in a manner consistent with generally accepted accounting principles and administrative practices, and shall maintain such records for a period of seven years from the Project Completion Date.

The BIA authorizes the City, its agents and the City Auditor General at all reasonable times to inspect and copy any records, invoices and documents in the possession or under the control of the BIA which relate to the funding contribution.

The right of inspection under this paragraph includes the right to perform a full or partial audit.

The BIA shall provide annual audited financial statements upon request. The BIA shall make available program and governance information for audit purposes upon request.

9 - Limitation of Liability Indemnification

The BIA hereby agrees that the City shall not be liable for any incidental, indirect, special or consequential damages, injury or any loss of use, revenue or profit of the BIA, its members and project participants arising out of, or in any way related to the program.

The BIA hereby agrees that it shall indemnify and save harmless the City, its employees and agents, against all demands, causes of action, loss, costs or damages that the City may suffer, incur or be liable for in respect of any loss, damage, injury or death to any person or property, directly or indirectly resulting from the performance of the BIA including its members, project participants, employees, contractors or volunteers, of its obligations hereunder.

10 - Insurance

The BIA shall provide and maintain General Liability insurance, subject to limits of not less than Two Million (\$2,000,000.00) Dollars inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.

The insurance policies shall be in the name of the BIA and shall name the City of Ottawa as an additional insured hereunder. The BIA shall furnish the City of Ottawa with copies of such policies or certificates of insurance as evidence of such insurance.

11 - Recipient Responsibility

The BIA shall obtain any permits or approvals necessary for the implementation of the project and shall be responsible for ongoing maintenance of the approved project.

The BIA shall be fully responsible for the activities of its members and contractors, and shall provide all appropriate supervision while they are performing Services.

12 - Non-City Employees

Participation in Contribution by the BIA and its members does not make them employees, agents or contractors of or for the City. The City does not assume any responsibility for loss, damages, claims, liabilities, or suits whatsoever arising from the Services and such shall be responsibility of the BIA and its members.

13 - Prohibited Activities

The BIA shall, and shall ensure that its members and project participants shall not perform the following prohibited activities during the execution of Services, which are grounds for termination of the Agreement:

- a. Contravening any City of Ottawa Policy or By-law.
- b. Engaging in illegal activity.
- c. Acting as media representative/spokesperson on behalf of the City.

14 - Additional Terms

The City shall be entitled to amend or impose such additional terms and conditions in its letter of agreement, in its sole discretion as it deems necessary, and shall be entitled to impose such terms and conditions on any consent granted pursuant to this application, as it deems necessary.