

CONTRIBUTION AGREEMENT

For a one-time bridge funding contribution of \$15,000 to be used by the Recipient to sustain the operations of the Recipient's partner organization, the Ottawa Aboriginal Coalition

BETWEEN:

CITY OF OTTAWA (the "City")

-and-

MADAWAN MANAGEMENT & DEVELOPMENT INC. (the "Recipient")

1. Definitions

"City" means the City of Ottawa.

"Contribution" means the sum of \$15,000.00 that the City has agreed to provide to the Recipient for the project described in Schedule "A" to this agreement.

"Project" means the project as described in Schedule "A" to this agreement.

"Recipient" means MADAWAN MANAGEMENT & DEVELOPMENT INC., a not-for-profit corporation incorporated under Part II of the *Canada Corporations Act*, with corporation number 325001-6 and registered head office located at 396 MacLaren Street, Ottawa, ON K2P 0M8, that has agreed to accept the Contribution (as defined above) on the terms and conditions set out in this agreement.

2. Project Completion Date

The Project shall be completed by **June 30, 2014** unless the City has provided prior written approval for an extension.

3. Purpose of Contribution

The Contribution shall only be used for the purposes of the Project that is described in Schedule "A" to this agreement. Requests for any changes to the Project shall be made in writing to the City prior to any changes taking place, no matter how minor in detail.

4. Repayment of Contribution

If the Recipient and/or its partner organization the Ottawa Aboriginal Coalition receive any funding from the federal government and/or the the National Association of

Friendship Centres for the period April 1, 2014 to June 30, 2014, the Recipient shall repay the Contribution to the City.

Regardless of whether the Recipient receives funding from any other level of government, the Recipient shall, at the request of the City, repay to the City the whole or any portion of the Contribution if the Recipient:

- I. Is not operating as a not-for-profit corporation;
- II. Has knowingly provided any false information in its application for the Contribution or any attachments to the application;
- III. Breaches any of the terms of this agreement;
- IV. Breaches any of the provisions of *Human Rights Code* (Ontario), as amended, or other applicable legislation, regulations or by-laws in the operation of the Program; or
- V. Commences, or has commenced against it, any proceedings in bankruptcy or is adjudged bankrupt.

5. Indemnification and Liability

The Recipient hereby indemnifies and saves harmless the City, its employees and agents from any claims, demands, losses, costs, charges, actions and other proceedings, made or brought against, suffered by or imposed upon the City or its property in respect of any loss, damage or injury, including injury resulting in death, to any person or property directly or indirectly arising out of, resulting from or sustained by reason of negligence or otherwise of the Recipient, its employees, agents, volunteers, officers or directors in carrying out the Project. The Recipient agrees that the City is not liable to the Recipient or any other person in relation to the Contribution and/or the Project. The Recipient shall not be deemed an agent of the City for any purpose under this agreement. The Recipient shall be solely responsible for the payment of any individuals employed, engaged or retained by the Recipient for the purpose of assisting it in the fulfilment of its obligations under this agreement.

6. Insurance

The Recipient shall provide and maintain during the term of this agreement, Commercial General Liability insurance issued on an occurrence basis for an amount of not less than Five Million Dollars (\$5,000,000.00) per occurrence and \$5,000,000.00 for any negligent acts or omissions by the Recipient and/or the directors and/or members of its partnership organization, Ottawa Aboriginal Coalition. Such insurance shall include, but is not limited to bodily injury, death and damage to property including loss of use; premises, property and operations; personal and advertising injury; blanket contractual liability; owners' and contractors' protective; products and completed operations; non-

owned automobile; contingent employer's liability; occurrence property damage; employees as additional insured, cross liability and severability of interests clauses. Such insurance shall add the City of Ottawa, its elected officials, agents, officers and employees as additional insured with respect to the operations of the Recipient.

The Recipient shall provide and maintain during the term of this agreement, professional liability insurance with a policy limit of not less than \$1,000,000.00. If such insurance is issued on a claims made basis, the policy shall contain a 24 month extended reporting period.

All above policies shall contain an endorsement to provide the City with thirty (30) days prior written notice of cancellation.

Evidence of insurance satisfactory to the City shall be provided prior to the execution of this agreement.

7. Reporting Requirements

The Recipient shall provide the City with a Project report in accordance with Schedule "B" attached to this agreement.

8. Audit Requirements:

- (a) The Recipient shall keep and make available proper books of account and records of the financial management of the Contribution provided under this agreement, in accordance with generally accepted business and accounting practices.
- (b) The Recipient shall make its books, accounts and records available at all reasonable times for inspection and audit by representatives of the City, its employees, agents and the City of Ottawa Auditor General, to ensure compliance with the terms and conditions of this agreement.
- (c) The Recipient authorizes the City, its employees, agents and the City of Ottawa Auditor General, at all reasonable times to inspect and copy any records, invoices and documents in the possession or under the control of the Recipient which relate to the Contribution.
- (d) These audit requirements shall survive for three years beyond the termination of this agreement.

9. Applicable Laws and Policies

- a) This agreement and all other documents to be delivered in connection with this agreement, shall be governed by and construed in accordance with the applicable laws of Ontario and Canada, and all City By-laws. In addition, all such documents (including this agreement), or notice thereof, may be publicly registered in such fashion as may be necessary to preserve or protect the interest of the City.
- b) ***Municipal Freedom of Information and Protection of Privacy Act*** (Ontario): The Recipient acknowledges and agrees that the City is bound by the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O 1990, c.M.56, as amended from time to time (“MFIPPA”), and that any information provided to the City in connection with this agreement is subject to disclosure in accordance with the requirements of MFIPPA.

10. Accountably of Directors of the Recipient and Authorized Signing Officers

The names of the individuals who are the current directors of the Recipient are set out in Schedule “C” to this agreement. Each director named in the attached Schedule “C” shall remain fully accountable to the City for the Project and the use of the Contribution in accordance with the terms of this agreement, even if a director resigns after the date that this agreement is signed by the two authorized signing officers for the Recipient.

The Recipient hereby confirms that the two individuals who have signed this agreement on behalf of the Recipient have been authorized to do so by a majority of the individuals who are current directors of the Recipient as evidenced in a written resolution of the directors of the Recipient that has been signed by a majority of the current directors of the Recipient.

The Recipient shall provide a copy of the said written resolution to the City upon request. A sample resolution of directors is attached to this agreement and marked as Schedule “D”.

11. Date of Agreement

The date of this agreement shall be the date that it is signed by the authorized signing officer for the City.

IN WITNESS WHEREOF these terms and conditions have been signed in duplicate by the authorized signing officer for the City and by the two individuals who have authority to bind the Recipient.

SIGNED SEALED AND DELIVERED

CITY OF OTTAWA

Date: _____

Signature: _____
Aaron Burry, General Manager, Community and Social Services Department

MADAWAN MANAGEMENT & DEVELOPMENT INC.

Date: _____

Signature: _____
Print name: _____
Title: _____

Date: _____

Signature: _____
Print name: _____
Title: _____

We have the authority to bind the Recipient

Schedule “A”

Project Description: The Recipient shall use the Contribution to maintain staff resources for Urban Aboriginal Strategy (UAS) programming provided by the Ottawa Aboriginal Coalition (OAC) for the period April 1, 2014 to June 30, 2014. Specifically, the Recipient shall apply the Contribution to the following:

- Fund the existing 2 UAS staff positions;
- Provide community capacity and community development services to OAC member agencies in order to continue work on local UAS priorities, e.g. children and youth;
- Maintain strategic relationships and function as a backbone organization in support of UAS activities;
- Update the Ottawa UAS Strategic Plan in order to reflect the new National Association of Friendship Centres/ Aboriginal Affairs and Northern Development (AAND) and UAS Strategic Direction;
- Continue negotiations with the National Association of Friendship Centres, AAND, and other funders in order to obtain funding for the full 2014/2015 UAS program year; and,
- Use best efforts to leverage in kind or other financial supports for the UAS work.

Outcomes expected as a result of the Contribution:

- The work and commitments of the Ottawa UAS are maintained over the term of the Contribution (e.g. Aboriginal Education Committee, etc.);
- Negotiations with the National Association of Friendship Centres/AAND progress and funding proposals are submitted;
- OAC maintains its role as backbone organization to the UAS; and
- A Revised Ottawa UAS Strategic Plan is finalized.

Schedule "B"
PROJECT REPORT

The Recipient shall submit to the City a report, in the form of the Project Template below, describing the Project activities and including a copy of the Revised Ottawa UAS Strategic Plan, to the Grantmakers Table-Aboriginal Sub-Group by July 30, 2014.

Invoices and Proof of Payment

The Recipient shall provide copies of all invoices, including amounts and proof of payment, i.e. copies of cancelled cheques and receipts and any other documentation as requested by the City.

PROJECT REPORT TEMPLATE:

Recipient: MADAWAN MANAGEMENT & DEVELOPMENT INC

Submission Date:

Description of Project: As described in the Contribution Agreement between the City of Ottawa and the Recipient that provides for the payment of a contribution in the amount of \$15,000.00 from the City of Ottawa to the Recipient (the said agreement is hereinafter referred to as the "Contribution Agreement").

List of Invoices (attach copies):

Company/Organization	Amount	Date Paid
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The Recipient hereby confirms that the Project described in the Contribution Agreement has been completed in accordance with the terms of the Contribution Agreement. The Recipient hereby confirms that all invoices and receipts that have been submitted to the City of Ottawa are in relation to the Project only, as defined in the Contribution Agreement.

MADAWAN MANAGEMENT & DEVELOPMENT INC.

Date: _____

Signature: _____

Print name: _____

Date: _____

Signature: _____

Print name: _____

We have the authority to bind the Recipient

SCHEDULE “C”

THE NAMES OF ALL OF THE INDIVIDUALS WHO ARE THE DIRECTORS OF THE RECIPIENT AS OF THE DATE THAT THIS IS AGREEMENT IS SIGNED BY THE TWO AUTHORIZED SIGNING OFFICERS FOR THE RECIPIENT, ARE AS FOLLOWS

Brian Bedwell, resident of the City of Ottawa

Angela Slaughter, resident of the City of Ottawa

Jo MacQuarrie, resident of the City of Ottawa

Karen Jacobs-Williams, resident of the City of Ottawa

Richard Martin, resident of the City of Ottawa

Fred Gloade, resident of the City of Ottawa

Barbara Craig, resident of the City of Ottawa

Schedule "D"
Sample Resolution of Directors

Resolution of the Directors of MADAWAN MANAGEMENT & DEVELOPMENT INC.
(hereinafter referred to as the "Recipient Corporation")

RE: The **Contribution Agreement** between the City of Ottawa and the Recipient Corporation that provides for the payment of a contribution in the amount of \$15,000.00 from the City of Ottawa to the Recipient Corporation (the said agreement is hereinafter referred to as the "*Contribution Agreement*").

The directors of the Recipient Corporation authorize the following two (2) individuals to sign the *Contribution Agreement*:

1. **Name and title of Authorized signing officer:** *print name* _____
print title i.e. chief executive office, president, chair etc. _____

2. **Name and title of Authorized signing officer:** *print name* _____
print title i.e. chief executive office, president, chair etc. _____

This Resolution is provided to the City of Ottawa as evidence of the following:

- that a majority (50% + 1) of the **current** directors of the Recipient Corporation have authorized the Recipient Corporation to enter into the *Contribution Agreement*; and,
- that the two (2) individuals who signed the *Contribution Agreement* on behalf of the Recipient Corporation have in fact been authorized by a majority of the directors of the Recipient Corporation to sign the *Contribution Agreement*.

This resolution is hereby signed by a majority (**50% + 1**) of the following directors of the Recipient Corporation who are listed in Schedule "C" of the *Contribution Agreement*:

1. Name (print) _____

Signature _____

Date signed: _____

I am a current director of MADAWAN MANAGEMENT & DEVELOPMENT INC.

2. Name (print) _____

Signature _____

Date signed: _____

I am a current director of MADAWAN MANAGEMENT & DEVELOPMENT INC.

3. Name (print) _____

Signature _____

Date signed: _____

I am a current director of MADAWAN MANAGEMENT & DEVELOPMENT INC.

4. Name (print) _____

Signature _____

Date signed: _____

I am a current director of MADAWAN MANAGEMENT & DEVELOPMENT INC.

5. Name (print) _____

Signature _____

Date signed: _____

I am a current director of MADAWAN MANAGEMENT & DEVELOPMENT INC.

6. Name (print) _____

Signature _____

Date signed: _____

I am a current director of MADAWAN MANAGEMENT & DEVELOPMENT INC.

7. Name (print) _____

Signature _____

Date signed: _____

I am a current director of MADAWAN MANAGEMENT & DEVELOPMENT INC.