

CONTRIBUTION AGREEMENT

For a contribution under the City of Ottawa Heritage Grant Program for Building Restoration

1. Definitions

“Applicant” means the *insert name*, the property owner who submitted an application to the Program.

“City” means the City of Ottawa.

“Contribution” means the sum of money that the City has agreed to provide to the Recipient for the Project as set out in the letter of offer that is attached to this agreement and marked as Schedule “A”.

“Program” means the Heritage Grant Program for Building Restoration that was approved by City Council on *insert date*, Agenda Item *XX*, Planning Committee, Report No. *XX*.

“Project” means the project as described in the letter of offer, attached to this agreement and marked as Schedule “A”.

“Recipient” means the not-for-profit corporation *Insert name of Recipient as shown in Corporation Profile Report or Industry Canada-Corporations website* that has been allocated a Contribution under the Program.

2. Project Completion Date

The Project shall be completed by December 31, 201*X* 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 subject to any conditions outlined within the letter of offer from the City, a copy of which is attached to these Terms and Conditions and marked as Schedule “A”.

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

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) has knowingly provided any false information in its application for the Contribution or any attachments to the application;
- ii) breaches any of the terms of this agreement;
- iii) 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
- iv) 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 the agreement, personal liability insurance subject to limits of not less than \$2,000,000 two million (\$2,000,000) and shall ensure its contractor provides and maintains commercial general liability subject to limits of not less than two million (\$2,000,000).

7. Reporting Requirements

A Project report detailing the restoration project must be submitted within thirty days of Project completion or by January 31, 201X whichever is sooner. The Project report guidelines and report template are attached to this agreement and marked as Schedule "B"

The Project must be inspected by staff in the Heritage Section, Planning and Growth Management Department for verification that the Project has been completed as approved.

The Contribution will not be released to the Recipient until a satisfactory Project report is provided.

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. Accountability 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: _____

Print Name: _____

Title: Manager, Urban Unit, Development Review Services Branch, Planning and Growth Management Department

***Insert name of Recipient as shown in Corporation Profile Report or as posted on Industry Canada-Corporations website ***

Date: _____

Signature: _____

Print name: _____

Title: _____

I have the authority to bind the Recipient

Date: _____

Signature: _____

Print name: _____

Title: _____

I have the authority to bind the Recipient

SCHEDULE "A"

File Number XXXX

Date, 2013

Recipient

Attn: Contact

Address

City, ON POSTAL CODE

Dear Recipient

Re: Letter of offer of a contribution under the Heritage Grant Program for Building Restoration

I would like to thank you for submitting your application to the City of Ottawa for a contribution under the Heritage Grant Program for Building Restoration.

I am pleased to inform you that you have been awarded the sum of \$xxxxx from the City of Ottawa (the "Contribution") under the Heritage Grant Program for Building Restoration.

The following is a description of the approved project:

DESCRIPTION OF PROJECT

The contribution will be released after the work has been completed and the reporting requirements are fulfilled in accordance with the Council approved contribution agreement for this program.

Please find attached the Contribution Agreement to be signed in duplicate by **insert the names of the individuals**. The signed Contribution Agreement must be submitted to the attention of **insert name**, Heritage Planner, 4th Floor, 110 Laurier Ave West, Ottawa ON, K1P 1J1. Information on how to submit a final report is also included.

If you have any questions, please contact **insert appropriate contact information**

Sincerely,

SIGNATURE

name

City of Ottawa

Manager, Development Review, Urban Services

Planning and Growth Management Department

Schedule "B"

PROJECT REPORT GUIDELINES AND TEMPLATE

The Project Report is to include the following:

1. **Cover Page**
Includes Project Title, Recipient Name, Date of Submission
2. **Description of the project** (in layperson's terms – 1 page maximum)
3. **Invoices and Proof of Payment**
Provide copies of all invoices including amounts and proof of payment (copies of cancelled cheque, receipt, or letter from contractor confirming payment.)
4. **Photographs**
Provide a minimum of two photos and a maximum of five photos of the completed project. Photos should be provided either in hard copy (minimum size 4x6 inches) or on CD or DVD.

PROJECT REPORT TEMPLATE

Project Title:

Recipient:

Submission Date:

Description of Project:

List of Invoices (attach copies):

Company	Amount	Date Paid

I confirm that I have completed all work as described in the letter of offer that is attached to the contribution agreement between the City and me that I signed on _____, 20XX. I confirm that all invoices and receipts that I have submitted to the City in support of any request for payment of the Contribution as defined within said Contribution Agreement are in relation to the project only.

Recipient

Date

Recipient

Date

SCHEDULE "C"

THE NAMES OF ALL OF THE INDIVIDUALS WHO ARE CURRENT DIRECTORS OF THE RECIPIENT ARE AS FOLLOWS:

Schedule "D" Sample Resolution of Directors

Resolution of the Directors of *(insert recipient's full legal name as per recent Corporation Profile Report or Industry Canada-Corporations Website)* (hereinafter referred to as the "Recipient Corporation")

RE: The **Contribution Agreement** to provide for a funding contribution from the City of Ottawa under the **Heritage Grant Program for Building Restoration** entered into between the City of Ottawa and the Recipient Corporation that provides for a funding contribution up to a maximum amount of \$_____ *(insert the amount as shown in the letter of offer attached as Schedule "A" to the Contribution Agreement)* 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 *(insert full legal name of Recipient as per recent Corporation Profile Report)*.

2. Name (print) _____

Signature _____

Date signed: _____

I am a current director of *(insert full legal name of Recipient as per recent Corporation Profile Report)*.

3. Name (print) _____

Signature _____

Date signed: _____

I am a current director of *(insert full legal name of Recipient as per recent Corporation Profile Report).*

4. Name (print) _____

Signature _____

Date signed: _____

I am a current director of *(insert full legal name of Recipient as per recent Corporation Profile Report).*

5. Name (print) _____

Signature _____

Date signed: _____

I am a current director of *(insert full legal name of Recipient as per recent Corporation Profile Report).*

6. Name (print) _____

Signature _____

Date signed: _____

I am a current director of *(insert full legal name of Recipient as per recent Corporation Profile Report).*

7. Name (print) _____

Signature _____

Date signed: _____

I am a current director of *(insert full legal name of Recipient as per recent Corporation Profile Report).*