

Bill No. 184
2017

By-law No. A.- _____

A By-law to approve the Contribution Agreement between The Corporation of the City of London and Merrymount Children's Centre; and to authorize the Mayor and the City Clerk to execute the Agreement.

WHEREAS section 2 of the *Municipal Act, 2001*, S.O. 2001, c.25 provides that The Corporation of the City of London (the "City") has responsibility for fostering the current and future economic and social well-being of London, and for providing the services and other things that it considers are necessary or desirable for London;

AND WHEREAS section 57 of the *Child Care and Early Years Act, 2014* states that the City may fund and provide financial assistance for other programs or services prescribed by the regulations that provide or support temporary care for or supervision of children; or that provide assistance to persons who operate child care and early years programs and services to improve their capabilities in relation to matters such as governance, financial management and the planning and delivery of programs and services;

AND WHEREAS subsection 57(6) of the *Child Care and Early Years Act, 2014* states that section 106 of the *Municipal Act, 2001* does not apply with respect to assistance for child care and early years programs and services;

AND WHEREAS subsection 57(2) of the *Child Care and Early Years Act, 2014* states that the City may use its powers under section 9 of the *Municipal Act, 2001* for the purposes of the *Child Care and Early Years Act, 2014*;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Contribution Agreement to be entered into between The Corporation of the City of London and Merrymount Children's Services, for funding under the community action program for children, Families First – CAPC project, substantially in the form attached as Schedule "B" to this By-law, is approved.

2. The Mayor and the City Clerk are authorized to execute the agreement approved under section 1 above.

3. The Managing Director, Neighbourhood, Children, and Fire Services, for the City of London, or their written designate, is delegated the authority to approve such further other documents (including Families First – CAPC project budgets, cash flows and other financial reporting) that:

- i) are consistent with the requirements contained in the Agreement approved in 1 above;
- ii) do not require additional funding or are provided for in the City's current budget; and
- iii) do not increase the indebtedness or liabilities of The Corporation of the City of London.

4. The approval and authorization in sections 1, 2 and 3 above are subject to the City entering into a Contribution Agreement with Her Majesty the Queen in Right of Canada for funding for the Families First -CAPC project.

5. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on May 2, 2017.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – May 2, 2017
Second Reading – May 2, 2017
Third Reading – May 2, 2017

Schedule "B"

Community Action Program for Children

CONTRIBUTION AGREEMENT

(Standard)

BETWEEN: The Corporation of the City of London (hereinafter referred to as "City of London")

AND: Merrymount Children's Centre (hereinafter referred to as the "Recipient" or "Merrymount")

City of London and the Recipient are also referred to individually as a "Party", or collectively as the "Parties".

**CONTRIBUTION
AGREEMENT**

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PREAMBLE:

WHEREAS City of London is responsible for the Program/Initiative entitled **Community Action Program for Children**;

WHEREAS the Recipient has submitted to City of London a proposal for the funding of a Project called **Families First - CAPC, Merrymount** under **Community Action Program for Children**;

WHEREAS City of London wishes to provide financial assistance to support the Project;

THEREFORE, the Parties agree as follows:

1. DEFINITIONS

In this Agreement,

- 1.1 "Agreement" means this contribution agreement and includes all Appendices, and any amendments made to this Agreement in accordance with section 27;
- 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 Program;
- 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 Appendix B;
- 1.5 "Eligible Expenditures" means the costs that are eligible for reimbursement as described in Appendix E to this Agreement and that are incurred by the Recipient in carrying out the Project;
- 1.6 "Evaluation" means the systematic collection and analysis of evidence on the outcomes of projects and programs used to make judgements about their relevance, results and cost effectiveness, as well as find alternative ways to deliver them or to achieve the same results;
- 1.7 "Fiscal Year" means the twelve-month period beginning April 1 of any year, and ending March 31 of the following year;
- 1.8 "Material" means anything that is created or developed by the Recipient with funding under this Agreement including designs, reports, photographs, drawings, plans, specifications, documents, tools, resources, computer software, surveys, databases and Web sites;
- 1.9 "Performance Measurement" means the ongoing, systematic process of collecting, analysing and using performance information to assess and report on an organization's progress towards meeting expected results and, if necessary, make adjustments to ensure that these results are achieved;
- 1.10 "Program/Initiative" means **Community Action Program for Children** ; and
- 1.11 "Project" means the activities described in Appendix A to this Agreement.

2. PURPOSE

The Recipient shall use the funding provided under this Agreement solely to carry out the Project in a diligent

and professional manner, in accordance with the terms of this Agreement and applicable laws.

3. TERM

3.1 This Agreement will commence on **April 1st, 2017** and will end on **March 31st, 2020** unless terminated earlier.

3.2 The funding provided under this Contribution Agreement may be used for Eligible Expenditures incurred by the Recipient in carrying out project activities from **April 1st, 2017 to March 31st, 2020** in accordance with the approved Budget (Appendix "B").

4. FINANCIAL CONTRIBUTION AND OBLIGATIONS

4.1 Subject to the terms of this Agreement, City of London will make a contribution to the Recipient of up to **ONE HUNDRED NINETY-THREE THOUSAND FIVE HUNDRED dollars** (\$193,500.00). City of London's contribution shall be for Eligible Expenditures incurred by the Recipient in carrying out the Project in accordance with the Budget (Appendix B).

4.2 Reimbursement

Payments shall be made in the form of monthly advances to the Recipient to be reconciled with the actual expenditures reported on the Cashflow Record of Expenditures Form - Reimbursement Payments, Appendix D to this Agreement (hereinafter called the "Cashflow"), submitted by the Recipient in accordance with the Reporting Plan (Appendix C).

4.3 Cashflow Forecast and Record of Expenditures

The Cashflow (Appendix D) shall be certified by the Recipient's authorized representative(s) and contain the following information:

- a) a projection of expenditures to be incurred during the Fiscal Year, by category of Eligible Expenditures; and
- b) the actual expenditures incurred during the last reporting period.

4.4 Proceeds or Income

In accordance with the Reporting Plan (Appendix C), the Recipient shall report to City of London all proceeds or any income derived from contribution funding under this Agreement (e.g., interest). Such proceeds or income may be applied to reduce amounts otherwise payable under this Agreement. Where City of London determines that no such reduction is possible, or that any such reduction would only cover part of the proceeds or income derived from the use of the contribution funds, the remainder of the proceeds or income shall constitute an overpayment and be repayable in accordance with section 4.8 or, with the prior written approval from City of London, may be used by the Recipient to enhance the Project.

4.5 Adjustment

Notwithstanding any other provisions of this Agreement, City of London may withhold or reduce any payments to be made to the Recipient pursuant to this Agreement in the event that

- a) any report has not been submitted by the Recipient in accordance with the requirements of Appendix C; or
- b) any such report or any audit conducted under this Agreement indicates that actual expenditures incurred by the Recipient for the Project have been lower than the amount disbursed to the Recipient up to the time of such report or audit.

4.6 Intentionally left blank

4.7 Eligible Expenditures after termination or expiration

City of London shall not be obliged to contribute to any Eligible Expenditures claimed by the Recipient more than thirty (30) calendar days after the termination or expiration of this Agreement.

4.8 Overpayments

Any overpayment, unspent advance, or disallowed expenditure shall be repayable to City of London by the Recipient, and until repaid, constitutes a debt due to City of London. City of London may deduct the said amount from any subsequent payments under this Agreement, or if no further payments remain to be made, or the said amount is determined after the termination or expiration of this Agreement, the Recipient shall, unless otherwise agreed, repay the amount within thirty (30) calendar days of written notification from City of London. The repayment shall be by cheque(s) payable to the Treasurer - City of London, and shall be sent to City of London's representative identified in section 30. Interest shall be charged on any overdue amounts in accordance with the *Interest and Administrative Charges Regulations* or as determined by the City Treasurer.

4.9 Underspending

The Recipient shall inform City of London in writing of any potential underspending for any given Fiscal Year, on or before **January 15th**.

4.10 Set-off of debts owed to City of London

The Recipient must declare any amounts owed to City of London under legislation or agreement. The Recipient acknowledges that City of London may deduct these amounts from any amounts payable to the Recipient under this Agreement.

4.11 Funding subject to Appropriation and Program funding authorities

4.11.1 Notwithstanding any other provision of this Agreement, the amount of funding to be provided to the Recipient pursuant to this Agreement is subject to City of London receiving funds as a result of an Appropriation of funds by the Parliament of Canada for the Fiscal Year in which any commitment would come due for payment.

4.11.2 In the event that authorities for the Program/Initiative are amended or terminated or if funding levels are reduced or cancelled for any Fiscal Year in which a payment is to be made under this Agreement, City of London may reduce or terminate further payments to be made under this Agreement.

4.11.3 Where funding under this Agreement is to be reduced or terminated under section 4.11.1 or 4.11.2, City of London shall provide the Recipient with thirty (30) calendar days written notice of the reduction or termination and shall reimburse the Recipient for any Eligible Expenditures incurred up to the date upon which the reduction/termination is to take effect.

4.12 Other sources of funds

4.12.1 The Recipient acknowledges having disclosed to City of London, as part of its application for funding under the Program/Initiative, all actual or anticipated sources of funding for carrying out the Project, including cash and/or in-kind contributions from all levels of government or private sources. These actual sources of funding are set out in the Budget (Appendix B). The Recipient further acknowledges that City of London's approval of the funding for this Project was based on the approved Budget.

4.12.2 The Recipient shall provide to City of London a declaration signed by its authorized representative(s) confirming the total amount of funding it has received for the Project from all other sources in accordance with the Reporting Plan (Appendix C).

4.12.3 If the total amount of funding from all sources (including federal, provincial/territorial and municipal governments, private sector, etc.)

exceeds one hundred per cent (100%) of the total cost of carrying out the Project, City of London may, in its discretion and having regard to City of London's proportionate share of the total cost of the Project as set out in the Budget (Appendix B),

- 4.12.3.1 reduce City of London's contribution by such amount as City of London considers appropriate, up to the amount of the additional assistance received; or
- 4.12.3.2 if the full amount of City of London's contribution has already been paid, require the Recipient to repay such amount as City of London considers appropriate. Until repaid, the excess amount constitutes an overpayment within the meaning of section 4.8.

5. RECORDS AND AUDIT

5.1 City of London reserves the right to audit or cause to have audited the accounts and records of the Recipient to ensure compliance with the terms of this Agreement. The scope, coverage and timing of such an audit shall be determined by City of London, and may be carried out by employees or agents of City of London at City of London's expense, or by The Government of Canada.

5.2 The Recipient

- 5.2.1 acknowledges that City of London or The Government of Canada may audit any or all records, including financial records of the Recipient or its agents, whether directly or indirectly related to this Agreement as is necessary to satisfy City of London or The Government of Canada that the objectives and activities of the Project have been carried out and that the funds have been spent in accordance with the terms of this Agreement or Agreement # 1718-HQ-000178 between the Government of Canada and the Corporation of the City of London;
- 5.2.2 shall keep accounts and records of all financial transactions in accordance with this Agreement and generally accepted accounting principles and practices;
- 5.2.3 shall make such records available for audit by City of London or by the Government of Canada upon reasonable notice, and permit City of London or the Government of Canada to inspect the records and make extracts from and/or make copies of the records; and
- 5.2.4 shall provide reasonable facilities to City of London or the Government of Canada for such audits and inspections and provide City of London or the Government of Canada with all information necessary to understand the records.

6. AUDITOR GENERAL OF CANADA

The Recipient acknowledges that the Auditor General of Canada may, at his/her own cost, under the authority of subsection 7.1 of the *Auditor General Act*, conduct an inquiry into the use of funds. The Recipient shall cooperate with the Auditor General and his/her representatives or agents in connection with such inquiry, and shall grant access to the Recipient's documents, records and premises as required by the Auditor General or his/her representatives or agents for purposes of any such inquiry. The Auditor General may, at his/her discretion, discuss any concerns raised in such inquiry with the Parties. The results may be reported to Parliament in a report of the Auditor General.

7. INFORMATION MANAGEMENT

7.1 Access to records

Upon request, the Recipient shall allow representatives of City of London or The Government of Canada to have access to its staff, premises, Project site, and records (including files, information, databases, reports and invoices for costs for which

reimbursements have been claimed) for purposes related to the monitoring of the Recipient's compliance with this Agreement or Agreement # 1718-HQ-000178 between the Government of Canada and the Corporation of the City of London.

7.2 Retention of records

Unless otherwise agreed to by the Parties, the Recipient shall keep all records, information, databases, reports and all other documentation related to the Project and associated expenditures and costs, for a period of six (6) years from the expiration or termination of this Agreement.

7.3 Consent to disclosure

The Recipient consents to the public disclosure by City of London of any information provided by the Recipient to City of London relating to this Agreement.

7.4 Personal and confidential information

The Parties shall comply with applicable laws pertaining to privacy and confidentiality in dealing with information and records related to the Project.

8. PERFORMANCE MEASUREMENT AND EVALUATION

The Recipient shall

- 8.1 carry out a Performance Measurement and/or an Evaluation of the Project as described in Appendix A, and provide a copy of the resulting report(s) in accordance with the Reporting Plan (Appendix C); and
- 8.2 participate in any Performance Measurement and/or Evaluation activities at a regional, provincial/territorial and/or national scale as directed by the Program/Initiative and led by or on behalf of City of London or The Government of Canada.

9. REPORTING

- 9.1 The Recipient shall track the progress of all activities undertaken and completed as part of the Project and, in accordance with the Reporting Plan (Appendix C), provide City of London with reports that include results achieved and/or Materials produced as part of the Project.
- 9.2 The Recipient shall provide City of London with a copy of its annual financial statements (identifying City of London's funding and related Project expenses separately from any other income or expenses) within thirty (30) calendar days of the completion of such statements.
- 9.3 The Recipient shall provide City of London with a copy of any audit report (financial or otherwise) prepared by its auditors within thirty (30) calendar days of the release of such report.

10. DEFAULT

10.1 The following constitute events of default:

- 10.1.1 the Recipient fails to perform or comply with any term, condition or obligation contained in this Agreement;
- 10.1.2 the Recipient has made materially false or misleading representations or statements, or provided materially false or misleading information to City of London on any matter related to this Agreement, other than in good faith (the Recipient shall demonstrate good faith);
- 10.1.3 in the opinion of City of London, the Recipient fails to make progress so as to jeopardize the success or outcome of the Project;

- 10.1.4 in the opinion of City of London, there is a detrimental change in the Recipient's ability to carry out its responsibilities under this Agreement;
- 10.1.5 in the opinion of City of London, there is a material change in the risk associated with the Recipient or the Project;
- 10.1.6 the Recipient becomes bankrupt or insolvent, goes into receivership or makes an assignment for the benefit of creditors or takes the benefit of any statute relating to bankrupt or insolvent debtors, ceases to carry on business, or is subject to an order made or a resolution passed for the winding up of its operations.

11. REMEDIES ON DEFAULT

- 11.1 If, in the opinion of City of London, an event of default occurs, City of London may, with prior notice to the Recipient and in addition to any other remedy provided by law or under this Agreement, exercise any of the following remedies:
 - 11.1.1 require that the Recipient take such reasonable action as may be necessary to remedy the event of default;
 - 11.1.2 alter the frequency and/or content of reporting to be provided by the Recipient under the terms of this Agreement and/or impose additional reporting requirements;
 - 11.1.3 suspend or reduce the payment of any amount payable under this Agreement;
 - 11.1.4 direct the Recipient to repay to City of London all or part of the funds paid under this Agreement, with interest calculated in accordance with the *Interest and Administrative Charges Regulations*, from the date of demand for repayment; or
 - 11.1.5 terminate this Agreement.
- 11.2 The fact that City of London refrains from exercising a remedy or right that it is entitled to exercise under this Agreement will not be considered to be a waiver of such remedy or right and, furthermore, partial or limited exercise of a right conferred on City of London will not prevent it in any way from later exercising any other right or remedy under this Agreement or other applicable law, unless City of London waives such right in writing.

12. ASSETS

- 12.1 The Recipient shall report to City of London on Assets in accordance with the requirements of the Reporting Plan (Appendix C).
- 12.2 During the term of this Agreement, the Recipient shall use the Assets for the purpose of the Project, and shall not, except with the prior written consent from City of London and in accordance with such terms and conditions as may be imposed by City of London,
 - 12.2.1 change the use of any such Assets or permit them to be used for activities that are not directly related to the Project;
 - 12.2.2 sell, exchange, transfer or dispose of any Assets; or
 - 12.2.3 pledge, mortgage, or permit the creation of any security interest, claim or lien against the Assets.
- 12.3 Upon the expiration or termination of this Agreement, the Recipient shall provide an inventory of the Assets it has preserved, and, if so directed by City of London, the Recipient shall
 - 12.3.1 sell the Assets, or any part of them, at fair market value;
 - 12.3.2 transfer the Assets or any part of them to another person or organization designated or approved by City of London; or
 - 12.3.3 dispose of the Assets or any part of them in such other manner as may

be determined by City of London.

- 12.4 City of London may direct the Recipient to repay any proceeds realized from the sale or transfer of Assets to offset City of London's contribution to Eligible Expenditures under this Agreement.

13. LIABILITY

- 13.1 City of London shall not be held liable for any injury, including death, to any person, or for any loss or damage to property belonging to the Recipient or anyone else, or for any obligation of the Recipient incurred or suffered by the Recipient or its agents, employees, contractors or voluntary workers in carrying out the Project, including where the Recipient has entered into loans, capital leases or other long-term obligations in relation to this Agreement.

- 13.2 The Recipient shall protect itself, through an appropriate policy of insurance, against any liability resulting from anything done or omitted to be done by the Recipient in carrying out the Project under this Agreement, for such coverage limits as a reasonably prudent party carrying out the same or similar activities might obtain.

- 13.2.1 The Recipient undertakes and agrees that throughout the term of this Agreement, the Recipient shall

13.2.1.1 Maintain General liability insurance on an occurrence basis for an amount of not less than Five Million Dollars (\$5,000,000) to cover any liability resulting from anything done or omitted by the Agency or its employees, agents or participants, with respect to the services it provides and shall include the City as an additional insured, such policy to include non-owned automobile liability, personal liability, personal injury, broad form property damage, contractual liability, owners' and contractor's protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses and further this policy will not contain any exclusion of coverage relating to physical, sexual or emotional abuse claimed against the Agency;

13.2.1.2 Furnish the City with evidence of a blanket position insurance policy or equivalent fidelity bond in the amount determined in the sole discretion of the City's Manager III, Risk Management from time to time;

13.2.1.3 Submit prior to signing this agreement and thereafter on an annual basis, and prior to insurance expiry, a completed standard Insurance Certificate (Form #0788), which provides for a minimum of thirty (30) days' notice in advance of cancellation of such insurance.

- 13.2.2 Failure to satisfactorily meet the conditions relating to insurance outlined in 13.2.1 shall be deemed a breach of this Agreement.

- 13.2.3 The City reserves the right to request such higher limits of insurance or other types of policies appropriate to this Agreement as it may reasonably require; failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement by the Recipient.

- 13.3 The Recipient agrees to be solely responsible for any and all deductions and payments required to be made from or to employees and anyone else, including those for the Canada or Quebec Pension Plans, Employment Insurance, the Worker's Compensation Board, or the Canada Revenue Agency.

13A. OBSERVANCE OF THE LAW

The Parties agree that they and their respective directors, officers, employees, agents, volunteers and representatives, shall at all times comply with all Federal, Provincial and Municipal laws, by-laws, statutes, rules, regulations and orders governing the performance of this Agreement.

13B. NOT AN AGREEMENT OF EMPLOYMENT

13B.1 The Recipient acknowledges and agrees this agreement shall in no way be deemed or construed to be an Agreement of Employment. Specifically, the parties agree that it is not intended by this Agreement that the Recipient nor any person employed by or associated with the Recipient is an employee of, or has an employment relationship of any kind with the Municipality or is in any way entitled to employment benefits of any kind whatsoever from the Municipality whether under internal policies and programs of the Municipality, the *Income Tax Act*, R.S.C. 1985 c.1 (1st Supp); the *Canada Pension Act*, R.S.C. 1985, c.C-8; the *Employment Insurance Act*, S.O. 1996,c.23; the *Workplace Safety and Insurance Act*, 1997 S.O. 1997, c.26 (Schedule "A"); the *Occupational Health and Safety Act*, R.S.O. 1990, c.o.1; the *Pay Equity Act*, R. S. O. 1990, c.P.7; the *Health Insurance Act*, R.S.O. 1990, c.H.6; or any other employment related legislation, all as may be amended from time to time, or otherwise.

13B.2 Notwithstanding paragraph 13B.1 above, it is the sole and exclusive responsibility of the Recipient to make its own determination as to its status under the Acts referred to above and, in particular, to comply with the provisions of any of the aforesaid Acts, and to make any payments required thereunder.

13C. STAFF AND METHODS

The Recipient shall use current state-of-the-art principles and shall skillfully and completely perform the Project and shall employ only skilled and competent staff who shall be under the supervision of a senior member of the Recipient staff.

13D. NON-ASSIGNMENT

The Recipient shall not assign this Agreement, or any part hereof, without the prior written approval of City of London, which approval may be withheld by City of London in its sole discretion or given subject to such terms and conditions as City of London may impose.

14. INDEMNIFICATION

The Recipient undertakes and agrees to defend and indemnify City of London, its officers, employees, agents and Councilors, and hold them harmless, at the Recipient's sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that City of London may sustain or incur by reason of:

- (a) any breach of this Agreement by any of the Recipient, the Recipient's employees, any subcontractor of the Recipient, or persons for whom the Recipient is at law responsible;
- (b) any loss or misuse of funds held by the Recipient, the Recipient's employees, subcontractor of the Recipient, or persons for whom the Recipient is at law responsible, under of this Agreement;
- (c) the acts or omissions of the Recipient, the Recipient's employees, subcontractor of the Recipient, or any person for whom the Recipient is at law responsible in carrying on Recipient's business, including any damage to any and all persons or property, whether deliberate, accidental or through negligence, and all tickets, fines or penalties;
- (d) any claim or finding that any of the Recipient, the Recipient's employees, subcontractor of the Recipient, or persons for whom the Recipient is at law responsible are employees of, or are in any employment relationship with, City of London or are entitled to any Employment Benefits of any kind; or,
- (e) any liability on the part of City of London, under the *Income Tax Act* (Canada) or any other statute (including, without limitation, any Employment Benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties, by virtue of any of the following being considered to be an employee of City of London, from Recipient; Recipient's employees or others for whom Recipient is at law responsible in connection with the performance of the Project or otherwise in connection with Recipient's business.

15. LOBBYING

- 15.1 The Recipient warrants that it has not and will not, directly or indirectly, make any payment to any individual that is in whole or in part contingent upon the solicitation of funds, negotiating or signing of this Agreement.

16. INTELLECTUAL PROPERTY RIGHTS

16.1 Any Material created or developed by the Recipient in carrying out its obligations under this Agreement shall vest in and remain the property of the Recipient, unless otherwise agreed to by the Parties. The Recipient shall report to City of London what Materials, if any, have been created or developed under this Agreement.

16.2 City of London will review the list of Materials provided by the Recipient pursuant to section 16.1 for the purpose of determining if City of London wishes to negotiate a licence agreement, separate from this Agreement, for the rights to have and to use any such Materials.

17. MEMBERS OF PARLIAMENT

No Member of the House of Commons or Senate shall be admitted to any share or part of this Agreement or to any benefit arising from it, that is not otherwise available to the general public.

18. OTHER INTERESTS

While this Agreement is in effect, the Recipient will not pursue other activities or interests that are inconsistent with those funded under this Agreement.

19. CONFLICT OF INTEREST

It is a term of this Agreement that no current or former public servant or public office holder to whom the *Conflict of Interest Act*, or the *Values and Ethics Code for the Public Service* apply, shall derive any direct benefit from this Agreement, unless the provision and receipt of such benefit are in compliance with such legislation or code.

20. ASSIGNMENT

The Recipient shall not assign this Agreement or any payment to be made thereunder without the prior written consent of City of London. Any assignment made without that prior written consent is void.

21. RELATIONSHIP OF THE PARTIES

Nothing contained in this Agreement shall be construed to place the Parties in a relationship of principal-agent, employer- employee, partnership, or joint venture, and neither Party shall have the right to obligate or bind the other Party in any manner. The Recipient shall not represent itself as the agent, employee or partner of City of London, including in any agreement with a third party.

22. SUCCESSORS

This Agreement is to the benefit of and binds the Parties and their respective successors and permitted assigns.

23. GOVERNING LAWS

This Agreement shall be governed by, interpreted and enforced in accordance with the laws in force in **Ontario** and the laws of Canada applicable therein.

24. DISPUTE RESOLUTION

24.1 In the event of a dispute under this Agreement, the Parties, or their representatives, agree to meet promptly for the purposes of attempting, in good faith, to negotiate a settlement.

24.2 If the Parties are unable to settle the dispute by negotiation within ten (10) business days of such meeting or any other period agreed to, the Parties may agree to refer the dispute to mediation, based on terms agreed to by the Parties and reflected in a written agreement entered into on behalf of the Parties by their duly authorized representatives.

24.3 The ability of City of London to take action under this Agreement shall not be prejudiced by this Section or any procedure flowing from it.

25. COMMUNICATIONS

25.1 Acknowledgment

The Recipient shall acknowledge The Government of Canada's support in all public communications materials and products (including, but not limited to, information and advertising campaigns, invitations to participate in activities, printed/audio/visual electronic Materials, Web sites and exhibits). Such acknowledgment shall be in a form satisfactory to City of London and The Government of Canada. The Recipient shall withdraw the acknowledgment upon the written request of City of London or The Government of Canada.

25.2 Disclaimer

The Recipient shall, unless otherwise directed by City of London, ensure that the following disclaimer appears on any Materials developed for public distribution under this Agreement: "The views expressed herein do not necessarily represent the views of the Public Health Agency of Canada"

25.3 Language of communication

The Recipient shall provide its services as well as its oral and written communications to the public in both of Canada's official languages (English and French) as described in Appendix A.

26. RESEARCH INVOLVING HUMANS

26.1 Prior to commencing any research project involving humans, the Recipient shall ensure that the research protocol is consistent with the principles set out in the Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans (**hereinafter referred to as "TCPS"**) and is reviewed and approved by a research ethics board that adheres to the TCPS or other similar entity that is established to approve research based on ethical standards (hereinafter collectively referred to as "Research Ethics Board").

26.2 The Recipient shall carry out the research project in accordance with the research protocol reviewed and approved by the Research Ethics Board and comply with any conditions imposed by the Research Ethics Board.

26.3 The Recipient shall at minimum obtain annual review and approval by the Research Ethics Board until the research is complete and seek review and approval by the Research Ethics Board prior to making any amendment or modification to the approved research protocol.

26.4 The Recipient shall retain a record of each approval given by the Research Ethics Board and provide a copy of those records to City of London upon request.

27. AMENDING OR TERMINATING THE AGREEMENT

27.1 This Agreement may only be amended, in writing, by mutual consent of the Parties.

27.2 This Agreement may be terminated, in writing, by mutual consent of the Parties.

27.3 Nothing in section 27.2 limits City of London's ability to terminate this Agreement pursuant to sections 4.11 or 11.

28. ENTIRE AGREEMENT

This Agreement (including all documents referred to herein as well as all Appendices attached hereto) sets forth the entire agreement between the Parties with respect to its subject-matter and supersedes and cancels all prior agreements, understandings, negotiations and discussions, both oral or written, between the Parties with respect to the Project.

29. OBLIGATIONS SURVIVING TERMINATION

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.

30. REPRESENTATIVES OF THE PARTIES AND NOTICE

Communications, including reporting and any notice, demand, request or other communication, shall be in writing and deemed to have been received if sent to the coordinates below. Communications that are delivered in person shall be deemed to have been received upon delivery; communications transmitted by facsimile or by e-mail shall be deemed to have been received the day of having been sent; and communications that are sent by mail shall be deemed to have been received eight (8) days after being mailed.

Any Notice to City of London shall be addressed to:

1) Project related:

**Adrienne Small
Manager, Family Centre Implementation
Children's Services
Neighbourhood, Children and Fire Services**

**355 Wellington Street, Suite 248
P. O. Box 5045
London, Ontario N6A 3N7**

Email Address: asmall@london.ca

Telephone: 519-661-2500 x5469

Facsimile: 519-930-2061

2) Financial related:

**Emily Pavli
Financial Business Administrator
Financial and Business Services – Finance and Corporate Services**

**355 Wellington Street, Suite 248
P. O. Box 5045
London, Ontario N6A 3N7**

Email Address: epavli@london.ca

Telephone: 519-661-2500 x7201

Facsimile: 519-661-6436

Any notice to the Recipient shall be addressed to:

**Ailene Wittstein
Executive Director, Merrymount Children's Centre**

**1064 Colborne Street (at Huron)
London, Ontario N6A 4B3**

Email Address: ailene@merrymount.on.ca

Telephone: 519-434-6848 x224

Facsimile: 519-434-6851

31. COUNTERPARTS

This Agreement may be signed in counterparts and each counterpart shall constitute an original document; these counterparts taken together shall constitute one and the same Agreement.

32. UNINCORPORATED ASSOCIATION

If the Recipient is an unincorporated association, it is understood and agreed by the persons signing this Agreement on behalf of the Recipient, that in addition to signing this Agreement in their representative capacities on behalf of the Recipient, they shall each be jointly and severally liable for all of the obligations if the Recipient under the Agreement including payment of any debt that may become due to City of London under this Agreement.

IN WITNESS WHEREOF, this Agreement is duly executed by authorized representatives of the Parties.
SIGNED, SEALED AND DELIVERED

For Merrymount Children’s Centre:

Signature of Authorized Representative
*I have authority to bind the corporation

Date

Print Name

Print Title

Date

WITNESS

Signature of Authorized Representative
*I have authority to bind the corporation

Date

Print Name

Print Title

Date

For The Corporation of the City of London:

Matt Brown
Mayor

Date

Catharine Saunders
City Clerk

Date

| SECTION 8 | | WORKPLAN | | | |
|--|---|--|---|---|---|
| Complete the workplan/timetable template below for the duration of the project. | | | | | |
| If multiple Programs, indicate each Program work plan/timetable separately. | | | | | |
| Assessment Criteria Section 8 | | | | | |
| The completed Workplan and Timetable template identify the following: | | | | | |
| <ul style="list-style-type: none"> • Clear, achievable objectives; • Activities are well-defined, cost-effective and will help achieve Program objectives (including resources and products being produced); • Details outlining the persons responsible to achieve the specific activities are appropriate; • Timelines are realistic and achievable; • Outcomes are clear and aligned with PHAC Program objectives; • Indicators are measurable and aligned with outcomes. | | | | | |
| Objectives | Activities | Person(s) Responsible | Timelines | Outcomes | Indicators |
| Program Work plan /Timetable for Families First | | | | | |
| Objectives | Activities | Person(s) Responsible | Timelines | Outcomes | Indicators |
| Positive Parenting: To provide strategies for parents with children 0-6 to meet the needs of their children and to promote positive, sensitive child parent-interactions. To provide information on community centred supports for families To develop parent- child attachment | <ol style="list-style-type: none"> 1. Provide parenting tips sheets e.g. Discipline vs punishment, temper tantrums, ages and stages of development, bedtime routines 2. Peer support discussions 3. Provide resources to community supports 4. Introduce attachment theory and Circle of Security through discussion, modeling and reflection | CAPC staff in partnership with Mutual Aid Parenting Argyle Family Centre Carling Thames Family Centre Cross Cultural Learner Centre | Four week sessions, Spring, Summer, Winter and Fall. Each session is 2 hours | Increased knowledge of positive parenting practices Increase informal and formal supports Better able to anticipate parenting challenges Increased understanding of parent-child attachment relationship | Pre-post questionnaires are administered after each group. Client Satisfaction Surveys are given to each attendee. Data entered and analysis completed Program updates and modifications adjusted according to data. |

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|---|---|--|--|---|---|
| | <p>5. Snack 6. Interpretation when needed.</p> | | | | |
| <p>Family Math: is a community-based program for families who would like their children to experience success in math Jk-SK. Some families may find it difficult to obtain assistance and resources for improvement. Parents may have little math education. Their children fall behind quickly. Low income families, minority families or single parent families often have difficulty overcoming these challenges. It is important for the parents and their children to feel they are in a safe and relaxed environment to learn, and grow. We want parents and their children to feel comfortable, and ask questions when they do not understand. Building a community is a crucial part of Family Math. Parents,</p> | <p>Parents, children, and Family Math leaders eat dinner together and get to know one another in an informal setting prior to starting the math activities. Having dinner and talking together helps build such a community. An important component of the Esso Family Math Project is our "Literature Connection" evident in each session. It is important for Family Math leaders to model positive parenting skills, demonstrating worthwhile strategies to help parents relate with their children. Leaders must model these skills without acting in a prescriptive manner. Week One: " Me and My Bear Week Two: "Mathematical" Me" Week Three: "Me Inside My House "</p> | <p>CAPC and Family Centre Staff All are Family Math trained facilitators (leaders)</p> | <p>6 week session x2 hrs. x 2 per year or as requested</p> | <p>Parents and children increased confidence and understanding of mathematics. Parents, families begin to enjoy mathematics in a positive way. Math becomes more understandable and fun. Children actively engage in Math activities and find success while working with their parents. Reduction in family isolation</p> | <p>Pre-post questionnaires are administered after each group. Client Satisfaction surveys are given to each attendee. Data entered and analysis completed Program updates and modifications adjusted according to data.</p> |

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| <p>children, and Family Math leaders eat dinner together and get to know one another in an informal setting prior to starting the math activities. Contact should be made with the local library to have books and information readily available to the families in order to encourage continued involvement with the local library</p> | <p>Week Four: "Me Outside My House" Week Five: " "Don't Bug Me" Week Six: "Celebrating Me, Celebrating Math"</p> | | | | |
| <p>Stir it Up: Chefs come in all sizes. "Stir it Up" with Kids in the Kitchen is a fun and educational six week program for children ages 3 – 6 years and their parents/caregivers.</p> | <p>Through cooking, crafts, dramatic play, stories and games, parents and children will learn about healthy eating, the four food groups, cooking and trying new foods. Play based games and activities for children and caregivers Chef apron provided for each child</p> | <p>CAPC Staff</p> | <p>6 sessions, 2hrs per session 2x per year or as requested</p> | <p>Children and parents/ caregivers will have an increase commitment to healthy eating An acceptance and willingness to try new and healthy food Understanding of importance of eating and offering children healthy foods Parents understanding the eating habits of children Children maintain healthy weights Relationship building between parent and child</p> | <p>Pre-post questionnaires are administered after each group. Client Satisfaction surveys are given to each attendee. Data entered and analysis completed Program updates and modifications adjusted according to data.</p> |
| <p>Grab and Know: Provide opportunity to enhance parent child interactions and</p> | <p>Group discussion on menu planning Outings to local markets</p> | <p>CAPC staff with support from community Family Centres</p> | <p>4 sessions, 2 hours each, 2x per year</p> | <p>Increase understanding of healthy feeding relationships with their</p> | <p>Pre-post questionnaires are administered after each group.</p> |

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| <p>nutrition for families with children ages 0-6</p> | <p>and grocery stores Meal planners distributed Create a 12 day meal plan Include children in meal preparation Provide measuring cups and spoons</p> | | | <p>children Increase parent and child attachment Increase Positive Parenting Increase understanding of good nutrition Decrease of child hood injury</p> | <p>Client Satisfaction surveys are given to each attendee. Data entered and analysis completed Program updates and modifications adjusted according to data.</p> |
| <p>Childhood Injury Prevention: Understanding of childhood injuries and ways to assist caregivers to reduce injuries in young children. Injuries are the leading cause of death in children ages 19 and younger. But most child injuries can be prevented. Parents and caregivers can play a life-saving role in protecting children from injuries.</p> | <p>Group discussions on the following topics: Burns Drowning Falls Road Traffic and safety Poisoning Playground Safety Child Passenger Safety Safe Proofing your Home</p> | <p>CAPC Staff</p> | <p>2 sessions 2x hours As requested</p> | <p>Decrease in childhood injury Increase in physical activity Increase awareness about child injury Increase prevention solutions</p> | <p>Pre-post questionnaires are administered after each group. Client Satisfaction surveys are given to each attendee. Data entered and analysis completed Program updates and modifications adjusted according to data.</p> |

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| <p>72 Hour Emergency Kit: Learn how quick and easy it is to become better prepared to face a range of emergencies – anytime, anywhere. Families with children ages 0-6</p> | <p>Training for families in case of disaster. Emergency plans, basic emergency kits made. Know the risks Make a plan Make an emergency kit. Items supplied Build Resources</p> | <p>CAPC staff</p> | <p>2 session's x 2hrs. 2x yearly or as requested</p> | <p>Awareness of emergency situations will be increased. Child and family injuries will decrease Increase risk understanding Ability to make an emergency plan increased</p> | <p>Pre-post questionnaires are administered after each group. Client Satisfaction surveys are given to each attendee. Data entered and analysis completed Program updates and modifications adjusted according to data.</p> |
| <p>Family Cooking: education and fun for families with children ages 3-6 years Building positive caregiver and child interactions while cooking.</p> | <p>Try and cook new foods Together. Review of Canada Food Guide Recipe preparation Food Handling Skills introduced Story time related to food of the day</p> | <p>CAPC staff and Volunteer</p> | <p>1x per month, 2hrs.</p> | <p>Increase pre-math and pre-reading skills, decrease childhood obesity, Increase healthy Lifestyle. Parent child interaction increased Social Isolation decreased Increase in parental and child mental health Increase in community supports</p> | <p>Pre-post questionnaires are administered after each group. Client Satisfaction surveys are given to each attendee. Data entered and analysis completed Program updates and modifications adjusted according to data.</p> |
| <p>Budgeting your \$\$\$\$\$: Assist in budget preparation with parents of young</p> | <p>Building a budget, fixed and variable budgets terminology, review of</p> | <p>CAPC and MAPP staff</p> | <p>2 sessions x 2 hrs. as requested</p> | <p>Increase positive mental health by reducing stress of money management</p> | <p>Pre-post questionnaires are administered after each group.</p> |

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| <p>families by offering a concrete step by step guide to money management</p> | <p>family budget practices. How to make your dollar stretch Activities on a budget Local resources explored</p> | | | <p>Increase resource awareness Increase formal and informal supports</p> | <p>Client Satisfaction surveys are given to each attendee. Data entered and analysis completed Program updates and modifications adjusted according to data.</p> |
|---|---|--|--|--|--|

Detailed Budget - Single Program Appendix B

For the period of April 2017 to March 2020

Program Name Families First CAPC

| | Fiscal Year 2017 - 2018 | Fiscal Year 2018 - 2019 | Fiscal Year 2019 - 2020 | Total |
|--|----------------------------|----------------------------|----------------------------|----------------|
| a) Personnel | | | | |
| Full Time Employees | | | | |
| SUPERVISOR | 15,940 | 15,377 | 15,404 | 46,721 |
| FAMILY & COMMUNITY SUPPORT WORKERS | 27,602 | 28,154 | 28,534 | 84,290 |
| | | | | 0 |
| Part Time Employees | | | | 0 |
| Executive Director (ED) | 1,275 | 1,275 | 1,275 | 3,825 |
| Finance Director (FD) | 1,000 | 1,000 | 1,000 | 3,000 |
| Program Director (PD) | 1,000 | 1,000 | 1,000 | 3,000 |
| HR Coordinator (HRC) | 366 | 366 | 366 | 1,098 |
| Executive Assistant (EA) | 686 | 686 | 686 | 2,058 |
| | | | | |
| CHILDMINDERS | 500 | 510 | 520 | 1,530 |
| | | | | 0 |
| | | | | 0 |
| Employer's Share of Payroll Deductions <i>*(includes \$673 for extended benefits for ED, FD, PD, EA and HRC roles under Part time Employees above)</i> | 9,481 | 9,482 | 9,565 | 28,528 |
| | | | | 0 |
| | | | | 0 |
| | | | | 0 |
| | | | | 0 |
| Contractual Employees | | | | 0 |
| Audit | 300 | 300 | 300 | 900 |
| | | | | 0 |
| | | | | 0 |
| Subtotal | 58,150 | 58,150 | 58,650 | 174,950 |

| | | | | |
|-----------------------|------------|------------|------------|--------------|
| b) Travel | | | | |
| Transportation | 600 | 600 | 600 | 1,800 |
| Accommodation | | | | 0 |
| Meals and Incidentals | | | | 0 |
| | | | | 0 |
| | | | | 0 |
| | | | | 0 |
| | | | | 0 |
| Subtotal | 600 | 600 | 600 | 1,800 |

| | | | | |
|-----------------------|-------|-------|-------|-------|
| c) Materials | | | | |
| Office Supplies | | | | 0 |
| Project Materials | 1,800 | 1,800 | 1,800 | 5,400 |
| Printing/Photocopying | 240 | 240 | 240 | 720 |
| Postage | | | | 0 |
| Other (specify) | | | | 0 |
| | | | | 0 |
| | | | | 0 |
| | | | | 0 |

| | Fiscal Year 2017 - 2018 | Fiscal Year 2018 - 2019 | Fiscal Year 2019 - 2020 | Total |
|-----------------|----------------------------|----------------------------|----------------------------|--------------|
| | | | | 0 |
| Subtotal | 2,040 | 2,040 | 2,040 | 6,120 |

| d) Equipment | | | | |
|---------------------|------------|------------|------------|------------|
| Office Equipment | | | | 0 |
| Furniture | | | | 0 |
| Special Equipment | | | | 0 |
| Computer support | 200 | 200 | 200 | 600 |
| | | | | 0 |
| | | | | 0 |
| | | | | 0 |
| Subtotal | 200 | 200 | 200 | 600 |

| e) Rent | | | | |
|-----------------|----------|----------|----------|----------|
| Rent | | | | 0 |
| | | | | 0 |
| | | | | 0 |
| Subtotal | 0 | 0 | 0 | 0 |

| f) Utilities | | | | |
|-----------------------------|--------------|--------------|--------------|--------------|
| Utilities (phone, internet) | 760 | 760 | 760 | 2,280 |
| Building maintenance | 1,800 | 1,800 | 1,800 | 5,400 |
| | | | | 0 |
| Subtotal | 2,560 | 2,560 | 2,560 | 7,680 |

| g) Performance Measurement/Evaluation | | | | |
|--|----------|----------|----------|----------|
| Performance Measurement/Evaluation | | | | 0 |
| Knowledge Translation/Dissemination | | | | 0 |
| | | | | 0 |
| Subtotal | 0 | 0 | 0 | 0 |

| h) Other (specify) | | | | |
|---------------------------|------------|------------|------------|--------------|
| 1) Insurance | 200 | 200 | 200 | 600 |
| 2) Training | 750 | 750 | 250 | 1,750 |
| 3) | | | | 0 |
| 4) | | | | 0 |
| 5) | | | | 0 |
| Subtotal | 950 | 950 | 450 | 2,350 |

| Total Cost of Project | | | | |
|--|---------------|---------------|---------------|----------------|
| Amount requested from PHAC | 64,500 | 64,500 | 64,500 | 193,500 |
| Identify Other Income from all Sources (Specify in the spaces below) | | | | |
| 1) | | | | 0 |
| 2) | | | | 0 |
| 3) | | | | 0 |
| 4) | | | | 0 |
| 5) | | | | 0 |
| Total of Other Income from all Sources | | | | 0 |
| | | | | |
| Total Budget (including funding from other sources) | 64,500 | 64,500 | 64,500 | 193,500 |

APPENDIX C – REPORTING PLAN
Reimbursement Payments

| Report | Due Date |
|--|---|
| ACTUALS using the Cashflow Record of Expenditures Form - Reimbursement Payments (Appendix D of the CA), accompanied by the General Ledger (CA sections 4.3 and 7.1) | Submit using the required forms (as needed or when costs incurred) |
| Progress Reports (CA section 9.1) <ul style="list-style-type: none"> - April 1st to September 30th - October 1st to December 31st | October 15, each fiscal year January 15, each fiscal year |
| Underspending Declaration (CA section 4.9) | On or before January 15, each fiscal year |
| Annual Performance Measurement Requirements (CA section 8.1) | April 15, each fiscal year |
| Annual Reports (CA section 9.1) | April 15, each fiscal year |
| Final Report (CA section 9.1) | April 15, last year of project |
| Year-End Declaration Reports <ul style="list-style-type: none"> - Assets Declaration Form (CA section 12.3) - Declaration of Proceeds or Income Form (CA section 4.4)* - Declaration of Income from Other Sources and In-Kind Contributions Form (CA section 4.12.2)* - Materials Produced Declaration Form (CA sections 9.1 and 16.1) | April 15, last year of project OR More frequently as required by the Agreement (*as incurred) |
| Annual Financial Statements and other Audited Statements (CA sections 9.2 and 9.3) | Within thirty (30) calendar days of release |

APPENDIX D

A. TOTAL OPERATING BUDGET FOR THIS FISCAL YEAR

| | |
|--|----------|
| A 1. Merrymount Children's Centre Approved Previous Year Income/Interest/Revenue | |
| A 2. Commitment this Fiscal Year | |
| Total operating budget this Fiscal Year | 0 |

B. TOMBSTONE DATA

Arrangement Number

Recipient Organization

Program Name

Fiscal Year

| | | | |
|--|--|----------------|--|
| | | Select Program | |
|--|--|----------------|--|

C. BUDGET BREAKDOWN
BY CATEGORY

D. Reporting Periods (Use if applicable; as outlined in Appendix C)

G. VARIANCE

| BUDGET CATEGORY | OPERATING BUDGET | Reporting Period 1 | Reporting Period 2 | Reporting Period 3 | Reporting Period 4 | Y-TO-DATE EXPENSES as at: | Variance From Total Budget (\$) | Expenditure of Total Budget (%) |
|------------------------------------|------------------|--------------------|--------------------|--------------------|--------------------|---------------------------|---------------------------------|---------------------------------|
| Personnel | | | | | | - | 0 | 0.0% |
| Travel | | | | | | - | 0 | 0.0% |
| Materials | | | | | | - | 0 | 0.0% |
| Equipment | | | | | | - | 0 | 0.0% |
| Rent | | | | | | - | 0 | 0.0% |
| Utilities | | | | | | - | 0 | 0.0% |
| Performance Measurement/Evaluation | | | | | | - | 0 | 0.0% |
| Other (Explain in Section E.) | | | | | | - | 0 | 0.0% |
| TOTAL | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0% |

E. BUDGET CATEGORY "OTHER" (SPECIFY)

| DESCRIPTION | E1 AMOUNT (\$) | E2 YEAR TO DATE (\$) |
|--------------|----------------|----------------------|
| ** | | |
| ** | | |
| ** | | |
| ** | | |
| ** | | |
| ** | | |
| ** | | |
| ** | | |
| ** | | |
| Total | 0 | 0 |

MERRYMOUNT CHILDREN'S CENTRE AUTHORIZED SIGNATURE:

| | | |
|-----------|------------|------|
| | | |
| Signature | Print Name | Date |

CITY OF LONDON AUTHORIZED SIGNATURE:

| | | |
|-----------|------------|------|
| | | |
| Signature | Print Name | Date |

APPENDIX E

ELIGIBLE EXPENDITURES

For all programs under Promotion of Population Health Ts&Cs

The eligible expenditures identified in these budget categories should be directly related to project activities and indirect costs are eligible on a prorated basis (i.e., accounting, information technology management).

Reimbursement by City of London will be based on actual expenditures incurred.

These may include:

Personnel

- Project staff salaries and wages
- Employer's contribution to statutory and extended employee group benefits plans (dental, medical, pension benefits, RRSPs) by virtue of employment/labour agreement or equivalent, combined with statutory benefits up to a maximum of 20% of salary costs for each employee (must be offered to all employees)
- Contractor fees (trainers, consultants, nutritionists, translation services etc.)

Travel and Accommodation

- Expenses for project activities such as private vehicle mileage, air, train or bus fares, project-related meals, and accommodation costs are all eligible

Note: Kilometre rates, meals and living expenses must not exceed those allowed under the National Joint Council Travel Directive See link for rates: <http://www.njc-cnm.gc.ca/directive/index.php?vid=10&lang=eng>

Materials and Supplies

- Office supplies
- Printing
- Postage

Equipment

- Office/Project equipment such as computers; equipment for children, adults with special needs, etc.

Note: Cost effectiveness should be considered when deciding whether to purchase or rent

Rent

- Actual rental costs incurred and substantiated by a rental/lease agreement
- Cost incurred to rent space for off-site meetings, conferences, training (if space not available at project location)

Utilities (if not included in the rental agreement)

- Telephone, electricity, heating, etc.
- Property maintenance costs based on the square footage or other acceptable methods used for the project

Performance Measurement/ Evaluation

- Fees for a third-party evaluation, data collection and analysis

Other

Actual project expenses that do not fit in the previous budget categories

- Bank charges
- Training of staff and volunteers
- Membership fees when directly related to the project
- Other indirect prorated costs portions related to the project
 - auditor fees
 - insurance fees
 - liability insurance (including for Board Members)

Note: Non-reimbursable sales taxes **must be included in all budget expenses, not as a separate item in this category**

INELIGIBLE EXPENDITURES

Personnel

- Statutory and extended benefits exceeding the 20% ceiling not included in employee group benefits plans by virtue of employment/labour (dental, medical, pension benefits, RRSPs) agreement or equivalent
- Statutory and extended benefits exceeding the 20% ceiling
- Performance pay (bonus)
- Severance/separation/termination payments
- Maternity leave (including top up – portion not covered under EI)
- Compensation during extended absence

Travel and Accommodation

- Travel and hospitality expenses that exceed the National Joint Council Travel Directive

Materials

- Rental charges for use of recipient owned equipment (i.e., computers)

Rent

- Rental costs claimed for property/space owned by or donated to the recipient

Other

- Capital costs such as the purchase of land, buildings, or vehicles; with the exception of AHS where such Capital costs are permitted
- Direct services which are part of the jurisdiction of other governments, (e.g., medical treatment and services)
- Provision of services that are the responsibility of other levels of government
- Costs of ongoing activities for the organization (not directly related to the funded project)
- Overhead/administrative fees expressed as **a percentage** of ongoing operational support of an organization
- Stand-alone activities such as (a “stand-alone activity” would be considered as such when there is no program intervention with a project audience, etc.):
 - audio visual production or website/smartphone application development and maintenance
 - Conferences, symposia, and workshops as stand-alone projects
 - Profit-making activities
- Pure research in any discipline (Pure research also known as “basic” or “fundamental” research is original investigation undertaken to gain new scientific or technical knowledge and understanding, but without specific applications)

