

THIS FUNDING AGREEMENT MADE ____ DAY OF _____, 20__.

BETWEEN:

CITY OF FORT SASKATCHEWAN
(the "City")

- and -

NAME OF ORGANIZATION
(the "Organization")

WHEREAS, the City and Organization have entered into a funding Agreement for (Insert the type of project the funding will be used for.)

NOW THEREFORE, in consideration of the funding provided by the City to the Organization, and in accordance with the terms, conditions and mutual covenants in this Agreement, both parties agree as follows:

1. FUNDING

- 1.1 The Organization has applied for, and the City has approved, grant funding for the Organization in the amount of _____ (\$____) Dollars under the City's (insert the name of the City's grant funding program or applicable Council resolution) program. City funding will be paid to the Organization in accordance with Section 2 of this Agreement.
- 1.2 The obligations and liability of the City pursuant to this Agreement are restricted solely to the payment of the funding. The Organization assumes full financial responsibility for delivery of the Project.
- 1.3 The Organization acknowledges that it is liable for the full amount of the City funding and it will be bound to the terms of this Agreement.

2. USE OF FUNDING

- 2.1 Funding will be used by the Organization for the purpose described in Schedule "A" Project Details, (include background details in Schedule "A") (the "Project") and for no other purpose without prior written consent of the City.

2.2 Project details outlined in Schedule “A” which commenced prior to the date of the Agreement will be considered ineligible for funding unless approved by the City.

3. REPORTING

3.1 Interim reports on the progress of the Project, including expenditures, should be completed by the Organization when requested by the City. The report should be provided to the City in order to meet reporting requirements to Council on the implementation of the Grants to Non-Profit Organizations.

3.2 A final report outlining the outputs and outcomes of the Project, as well as a financial report showing the approved and actual expenses (with original receipts attached) will be delivered to the City by March 31, 20__.

3.3 If the initiative will not be completed within by December 31, 20__, and wishes to request an extension, a request must be submitted to the City by April 30, 20__. Extensions are at the sole discretion of the City. The Organization will be notified in writing of an extension granted to the reporting deadline.

3.4 The City shall reserve the right to use the results of this Funding Program for promotional or reporting purposes.

4. PAYMENT OF THE GRANT

4.1 The Organization shall receive funding as described in Administrative Procedure Gen-029-A. Grant amounts of \$10,000.00 or less will be paid to the recipient as a one-time payment. Grant amounts of greater than \$10,000.00 will be paid in quarterly installments, unless otherwise negotiated.

5. TERMINATION

5.1 This Agreement shall expire on December 31, 20__ or earlier in the event of termination pursuant to this Agreement.

5.2 The City may terminate this Agreement immediately if the Organization:

- a. ceases to exist or function as a non-profit organization;
- b. fails to use the funding in accordance with Section 2; or

- c. default in the performance of any of its obligations of under this Agreement;
- 5.3 Should this Agreement be terminated pursuant to Section 5, a final report will determine the final payment to either party, as required.
- 5.4 If the Organization's financial information discloses a surplus in the grant funded services, program, event or project, within 90 days of the City's demand, the eligible non-profit organization shall repay any surplus in excess of 5% or \$2,500 whichever is less.
- 6. RIGHT TO AUDIT**
- 6.1 The City may audit all financial and related records associated with the terms of this Agreement.
- 6.2 The Organization shall at all times during the term of this Agreement, and for a period of seven (7) years after the end of the Agreement, keep and maintain records of the use of the funding pursuant to this Agreement. This shall include any records and documentation that support actions taken by the Organization. All such records shall be maintained in accordance with the Accounting Standards for the Private Sector Not-for-Profit Organizations as issued by the Accounting Standards Board. The Organization shall at its own expense make such records available for inspection and audit by the City at all reasonable times and without prior notice.
- 6.3 The obligations of Section 6 shall be explicitly included in any subcontracts or agreements formed between the Organization and any subcontractors or suppliers of goods or services to the extent that those subcontracts or agreements relate to fulfillment of the Organization's obligations to the City.
- 6.4 Costs of any audits conducted under the authority of Section 6 and not addressed elsewhere shall be borne by the City unless the audit identifies significant findings that would benefit the City. The Organization shall reimburse the City for the total costs of an audit that identifies significant findings that would benefit the City.

6.5 Section 6 shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the City may have by Federal, Provincial or Municipal law, whether those rights, powers, or obligations are express or implied.

7. INDEMNITY

7.1 The Organization shall indemnify and save harmless the City from and against all claims, losses, demands, actions, payments, suits, recoveries, judgments or settlements of any kind brought against or recovered from the City in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of the Organization or of anyone acting under its direction or control or on its behalf in connection with or incident to carrying out the Project.

7.2 The Organization shall acquire and maintain adequate insurance coverage, which includes Commercial General Liability, Automobile Liability, Professional Liability, Directors and Officers Liability, and Property Insurance, to the nature and extent as may be appropriate depending on the nature of the Organization's activities and services.

7.3 The commercial general liability maintained by the Organization in accordance with this Contract shall name the City as an additional insured with respect to the services, programs, projects and events provided by the Contractor and shall include waivers of subrogation by the insurer in favour of the City.

7.4 The City shall be provided with 30 days' notice of cancellation or termination of insurance.

7.5 At the request of the City, the Organization shall provide evidence of such insurance which is satisfactory to the City.

8. NOTICES

8.1 For the purpose of this Agreement, the addresses of the parties are:

CITY OF FORT SASKATCHEWAN
10005 - 102 Street
Fort Saskatchewan, Alberta T8L 2C5

Attention:

and

NAME OF ORGANIZATION

Address of Organization

Attention:

8.2 Any communication, notice or service of documents required to be made during the course of this Agreement will be sufficient if delivered by hand or mailed to the abovementioned addresses. Notice given in any such manner shall be deemed to have been received on the day of delivery or upon the third day after the date of mailing, provided that normal postal service is available at the time of mailing and for three (3) days thereafter.

8.3 Either party may change its mailing address or the contact person to receive notice by notifying the other party as provided in Section 8.2.

9. GENERAL

9.1 Upon execution, this Agreement constitutes an acceptance between the City and the Organization of the terms and conditions herein.

9.2 A waiver of any breach of a provision of this Agreement shall not be binding upon either party, unless the waiver is in writing. The waiver shall not affect the rights of either party with respect to any other or future breach.

9.3 This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.

9.4 This Agreement is bound by the laws of the Province of Alberta.

9.5 Time is of the essence in this Agreement, and if either party shall fail to perform the covenants on their part, within a reasonable time, the other party may elect to terminate this Agreement.

- 9.6 This Agreement embodies the entire agreement between the Organization and the City. The parties shall not be bound by or liable for any statement, representation, promise, inducement or understanding of any kind or nature not stated in this Agreement. No additional changes, amendments or modifications of any of the terms or conditions of the Agreement shall be valid unless reduced to writing and signed by both parties.
- 9.7 This Agreement shall enure to the benefit of and be binding upon the parties herein and their respective heirs, successors and assigns.
- 9.8 No term or condition contained in this Agreement shall be construed as in any way constituting a partnership or joint venture between the City and the Organization.
- 9.9 If any term, covenant or condition of this Agreement shall be declared invalid by a court of competent jurisdiction, the invalid portion shall be severed and the remainder of the Agreement shall be deemed valid.
- 9.10 The Organization acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act* (FOIP).

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

CITY OF FORT SASKATCHEWAN

General Manager, (INSERT TITLE)

Director, Legislative Services

(INSERT ORGANIZATION NAME)

Witness

Witness

SAMPLE

Schedule "A"

PROJECT DETAILS

SAMPLE

Schedule "B"

FUNDING

1. Grant amounts of \$10,000.00 or less will be paid to the recipient as a one-time payment 30 days after receipt of the signed funding agreement.
2. Grant amounts of greater than \$10,000.00 will be paid in quarterly installments, unless otherwise negotiated or if terminated prior to the Agreement expiry;
 - a. 30 days after receipt of the signed funding agreement;
 - b. April 1;
 - c. July 1; and
 - d. September 1.

SAMPLE

AFFIDAVIT OF EXECUTION

CANADA) I, _____
)
PROVINCE OF ALBERTA) of the _____ of _____
)
TO WIT:) in the Province of Alberta

MAKE OATH AND SAY:

1. THAT I was personally present and did see _____ named in the within (or annexed) Instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.

2. THAT the same was executed at the City of Fort Saskatchewan, in the Province of Alberta, and that I am the subscribing witness thereto.

3. THAT I know the said _____ and he/she is, in my belief, the full age of eighteen (18) years.

SWORN before me at the City of Fort)
Saskatchewan, in the Province of Alberta,)
this _____ day of _____, 20____.) _____
)
)
_____)

A COMMISSIONER FOR OATHS IN AND
FOR THE PROVINCE OF ALBERTA
My appointment expires _____

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

CANADA) I, _____
)
PROVINCE OF ALBERTA) of the _____ of _____
)
TO WIT:) in the Province of Alberta

MAKE OATH AND SAY:

1. I am the officer or director of _____ named in the within or annexed instrument.
2. I am authorized by the Corporation to execute the instrument without affixing a corporate seal.

SWORN before me at the City of Fort)
Saskatchewan, in the Province of Alberta,)
this _____ day of _____, 20____.) _____
)
)
)
_____)

A COMMISSIONER FOR OATHS IN AND
FOR THE PROVINCE OF ALBERTA
My appointment expires _____