

Between:

TOWN OF BONNYVILLE, in the Province of Alberta
(hereinafter referred to as the "Town")

OF THE FIRST PART

-and-

_____, in the Province of Alberta
(hereinafter referred to as the "Organization")

OF THE SECOND PART

WHEREAS the Town of Bonnyville may provide grants to a person or organization for the purposes related to any program, service or other matter of concern for the Town of Bonnyville.

WHEREAS the Town of Bonnyville offers funding through its **Recreational/Cultural Operating Funding Program**

AND WHEREAS the Organization has submitted a request for funding which has been evaluated as part of **Recreational/Cultural Operating Funding Program**

AND WHEREAS the Town has approved funding for the Organization's request **Policy No. 24-FN-098**, subject to the conditions identified in this Agreement.

AND WHEREAS it is deemed proper and expedient for the Town and the Organization to enter into this agreement;

NOW THEREFORE the parties hereto covenant and agree as follows:

1. DEFINITIONS

- 1.1 The "Activity" means the **{Name of the Project, Program, Event or Activity}** as identified in the "Eligibility Activity" section of the Agreement.
- 1.2 The "Agreement" means this agreement, including all its schedules.
- 1.3 The "Agreement Body Document" means this agreement, excluding its Schedules.
- 1.4 "Audit" means any type of review, analysis, inquiry, inspection, examination, etc. of financial information and may include a Forensic Audit, Audit Engagement, Review Engagement, Compilation Engagement, or any other format.

- 1.5 The “Contribution” means the contribution of funds by the Town to the Organization for the purpose of the Activity.
- 1.6 The “Completion Date” means {Day/Month/Year}.
- 1.7 The “Funding Request” means the request for funding from the Organization to the Town as identified in Schedule B, which forms part of this Agreement.
- 1.8 The “Program Guidelines” means the Recreational/Cultural Operating Funding Program Guidelines, which are attached as Schedule A, which forms part of this Agreement.
- 1.9 The “Organization” means {Organization’s Official Operating Name and Registration Date and Act}.
- 1.10 The “Start Date” means {Day/Month/Year}.
- 1.11 The “Town” means the Town of Bonnyville.

2. PROGRAM GUIDELINES REQUIREMENTS

- 2.1 The Organization shall be bound by the requirements imposed on grant recipients by the Program Guidelines, unless superseded by other areas of this Agreement.

3. PREVAILING AGREEMENT

- 3.1 In the event of any inconsistencies between the Program Guidelines, the Funding Request, and the contents of the Agreement Body Document, the Program Guidelines shall supersede the Funding Request, and the Agreement Body Document shall supersede them both.

4. THE CONTRIBUTION

- 4.1 The provision of this funding is subject to the requirements and conditions of this agreement.
- 4.2 The Organization acknowledges that provision of the Contribution is at the discretion of the Town, and any obligations and liability of the Town pursuant to this Agreement are solely restricted to the payment of the Contribution or any applicable portion thereof in accordance with the express requirements of this Agreement. The Organization assumes full and sole financial and legal responsibility for the delivery of the Activity.

- 4.3 The Organization shall be responsible for all other costs not supported by the grant funding pursuant to this Agreement.
- 4.4 The Contribution will not exceed the actual eligible cash expenses of the Activity.
- 4.5 The Organization cannot apply the Contribution to costs which are already supported by other grant funding.
- 4.6 The Organization will not provide the Contribution to a third party without prior consent by the Town. If the Organization is given permission to do so, it acknowledges that it will be liable for the full amount of the Contribution, even if the Organization has paid all or part of the Contribution to a third party who has spent the money.
- 4.7 Without limiting the foregoing, the Organization acknowledges that it will be responsible for ensuring that the requirements imposed upon them itself by this Agreement are being met by any third parties, in the event that any portion of the Contribution is provided to a third party, or in the event the Organization contracts or assigns any obligation hereunder to such third party.
- 4.8 The Contribution, or any portion thereof, that is not spent in accordance with this Agreement, must be repaid to the Town, upon request.

5. PAYMENT OF THE CONTRIBUTION

- 5.1 The Town may release the Contribution in part or in full, in its discretion.
- 5.2 {No portion of the Contribution will be advanced until the following is provided:}
{List of any required documents or confirmations}
Or
{Other payment schedule}
- 5.3 The Organization's right to retain any advanced portion of the Contribution is conditional upon its fulfillment of its obligations under this Agreement.

6. ELIGIBLE ACTIVITY

- 6.1 The Contribution is being provided to support the Activity as identified in the Funding Request, insofar as it is in accordance with the Program Guidelines, subject to any limitations or waivers as specified below:
{List of any limitations or special conditions identified below}
- 6.2 The Contribution may only be used to fund the Activity, consistent with the requirements of the Funding Request and the Program Guidelines.

- 6.3 The Organization will not change the scope or nature of the Activity without prior written consent from the Town. Failure to notify the Town prior to the alterations in the scope of the Activity may render certain costs ineligible.
- 6.4 If the Activity is not complete by the Completion Date, the Organization may request an extension. The Organization will be notified in writing if an extension is approved.

7. ELIGIBLE EXPENSES

- 7.1 The Contribution may only be used for those types of expenses identified in the Funding Request, insofar as it is in accordance with the Program Guidelines, subject to any limitations or waivers as specified below:
{List of any limitations or special conditions identified below}
- 7.2 With the prior written consent of the Town, the Organization may use the Contribution for expenses other than those listed in the Funding Request, so long as it meets the Program Guidelines.
- 7.3 Only expenses incurred between **{Start Date}** and **{End Date}** may be considered an Eligible Expense.

8. ACKNOWLEDGEMENT OF THE GRANT CONTRIBUTION

- 8.1 The Organization must publicly acknowledge the Town's support for the Activity unless it is not practical or reasonable to do so.

9. GRANT REPORTING

- 9.1 The Town may, with reasonable notice, request an interim report for the project, including a summary of expenses and activities completed to date.
- 9.2 The Organization will submit a final report using the prescribed forms and provide the documentation requested to the Town.
- 9.3 **The final report is due {day/month/year}.**
- 9.4 The Organization may request an extension to the final reporting. The Town, at its discretion, may provide this extension. The Organization will be notified in writing if an extension is granted.

10. COST SHARING

- 10.1 The Contribution will equal **{x%}** of Eligible Expenses, or **{specify the amount identified in the "Contribution" Section}**, whichever is less, subject to other areas of this agreement.

- 10.2 Only expenses that are part of the Activity will be considered when determining whether the cost-sharing requirements are met.

11. CONFLICT OF INTEREST

- 11.1 The Organization and its employees, directors and officers:
- a) Shall conduct their duties related to the Agreement with impartiality and shall, if they exercise inspection or other discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring their impartiality into question;
 - b) Shall not influence, seek to influence, or otherwise make any decision with respect to the Contribution or Activity, knowing that the decision might further their private interests except as expressly contemplated herein;
 - c) Shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of their duties related to the Agreement, that causes, or would appear to cause, a conflict of interest or personal benefit; and
 - d) Shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of their duties related to the Agreement, and if such financial interest is acquired during the term of the Agreement, the Organization shall promptly declare it to the Town.
- 11.2 The Organization shall immediately disclose any potential conflict of interest with respect to the Contribution or Activity and agrees that in the event of a conflict of interest (whether or not disclosed to the Town) or breach of the foregoing obligations, without limiting any other rights or remedies it may have, the Town may terminate this Agreement and suspend payment of any remaining portion of the Contribution.
- 11.3 **Notwithstanding the foregoing, the Town will permit the following, which has been disclosed in the Funding Request, subject to the requirements identified below:**
- a) **{Descriptor of Conflict of Interest}**
{Mitigation:}
 - b) **{Descriptor of Conflict of Interest}**
{Mitigation:}

12. DISCLOSURE OF INFORMATION

- 12.1 The Town, or someone formally appointed by the Town, may conduct an audit of all financial related records associated with the terms of this Agreement. The Organization shall at all times during the term of this Agreement, and for a period of 3 years after the

end of the Agreement, keep and maintain records of use of the funding pursuant to this Agreement. This shall include any records and documentation that support actions taken by the Organization. The Organization shall at its own expense make such records available for inspection and audit by the Town at all reasonable times without prior notice.

- 12.2 Cost of any audits conducted under the authority of this section and not addressed elsewhere shall be borne by the Town, except to the extent such audits identify a breach of the Organization's obligations under this Agreement.
- 12.3 At any time during the term of the Agreement, the Town may request the Organization to provide information related to the Activity or the operation of the Organization as a whole to ensure that the Organization is operating in a manner which is transparent, safe, and fiscally responsible, or to ensure that the Organization is compliant with other requirements imposed by other legislation or regulations. Upon request, the Organization shall provide this information, with prior notice.

13. FREEDON OF INFORMATION AND PRIVACY ACT

- 13.1 The Organization acknowledges that the Town is subject to the *Freedom of Information and Protection of Privacy Act (FOIP)* and agrees that any information provided to the Town regarding the contribution, the Activity, or other related business may be made public subject to applicable exceptions under the *Freedom of Information and Protection of Privacy Act (FOIP)*.

14. GOVERNANCE OF THE ORGANIZATION

- 14.1 The Organization shall be governed by, subject to, and shall comply with the Act(s) under which it is incorporated, as amended, all regulations passed pursuant thereto, and its own bylaws.

15. TERM AND TERMINATION

- 15.1 This Agreement shall continue in force and effect until all obligations of the parties hereto with respect to this Agreement have been satisfied, or unless earlier terminated in accordance with this Agreement.
- 15.2 The Agreement will be considered terminated when the final report is provided by the Organization, reviewed by the Town, and when any portion of the Contribution not spent in accordance with this Agreement is returned.
- 15.3 The Agreement may be terminated immediately upon:
- a) Mutual consent;
 - b) 30 days written notice by either party;
 - c) Default by the Organization in the performance of any of its obligations under the Agreement;

- d) If the Organization becomes insolvent; or
- e) If the Organization ceases to exist or function as a non-profit organization.

15.4 Should this Agreement be terminated pursuant to this section, a final report will determine the final payment by either party, as required.

15.5 All provisions that logically ought to survive termination of this Agreement shall survive, including without limitation the indemnification obligations set out in section 18 of this Agreement.

16. RELATIONSHIP OF THE PARTIES

16.1 Nothing herein contained shall create a relationship of employment, partnership, agency, joint venture or joint enterprise as between the parties. The Organization shall remain fully responsible and liable for its own costs, expenses, benefits and employees. The Town shall not have any obligations, liability or responsibility to or for the Organization's employees, nor shall the Town be required to make any additional Contributions or payment to the Organization, or the Activity.

16.2 Unless explicitly stated, the Organization shall undertake the Activity, and enter into all contracts related thereto, in its own name. The Town shall have no liability in regard thereto.

17. INDEMNIFICATION

18.1 The Organization hereby indemnifies and saves harmless the Town, and its employees, agents, servants, volunteers, elected representatives, officers, officials, and representatives from and against all claims, proceedings, actions, costs, expenses, damages and demands in respect of or related to the Activity, or anything arising from or connected to this Agreement or any breach of this Agreement, including, but not limited to, any death, injury, loss or damage to person or property howsoever caused, including legal costs on a solicitor and their own client basis.

18. INSURANCE

18.1 The Organization shall obtain and maintain an appropriate level of insurance coverage.

18.2 The Organization shall, without limiting its liabilities herein:

- a) Insure its operations under a contract of general liability insurance an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury and property damage.
- b) Insure its building and contents under a contract of property insurance based on the current replacement cost.

18.3 The Organization shall endeavor to consider obtaining the following types of insurance coverage:

a) Officers and Directors Liability;

b) Bond and Crime; and

c) Volunteer Accident.

18.4 The Organization shall, without limiting its liabilities herein:

a) Insure its operations under a contract of general liability insurance in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury and property damage.

b) Insure its building and contents under a contract of property insurance based on the current replacement cost, accounting for the increased value from the Activity.

c) Obtain insurance coverage for its Activity, including Builder's Risk insurance, when appropriate.

19. THIRD PARTY AUTHORIZATIONS

19.1 The Organization shall obtain all the necessary permits and approvals to conduct the activity, and payment of the Contribution shall not constitute a development permit or any other applicable permit or approval that may otherwise be required with respect to the Activity.

20. ASSIGNMENT AND BENEFIT

20.1 This Agreement may not be assigned, in whole or in part, by either of the parties, without the written consent of the other, which consent may be arbitrarily withheld.

20.2 This Agreement shall endure to the benefit of, and be binding upon, the parties hereto and their heirs, successors, representatives and permitted assigns.

21. GENERAL

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

21.2 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 future breach.

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

- 21.4 This Agreement is bound by the laws of the Province of Alberta.
- 21.5 Time is of the essence in this Agreement, and if either shall fail to perform the covenants on their part, within a reasonable time, the other party may elect to terminate this Agreement.

- 21.6 This Agreement embodies the entire agreement between the Organization and the Town. 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 of conditions of the Agreement shall be valid unless reduced to in writing and signed by both parties.

- 21.7 If any term, covenant or condition of this Agreement shall be declared invalid by a court of a competent jurisdiction, the invalid portion shall be severed, and the remainder of the Agreement shall be deemed valid.

The Parties have therefore executed the Agreement, each by its duly authorized representative(s), on the respective dates shown below.

The Organization:

Name of Authorized Signing Officer

Witness

Signature of Authorized Signing Officer

Name of Witness

Date

Town of Bonnyville:

Name of Authorized Signing Officer

Witness

Signature of Authorized Signing Officer

Name of Witness

Date

SCHEDULE A

“PROGRAM GUIDELINES”

**FN-24-098 RECREATIONAL/CULTURAL OPERATING FUNDING PROGRAM
PROGRAM GUIDELINES
TOWN OF BONNYVILLE**



*For additional questions or information, contact the Town Administration Office at 780-826-3496 or by email to admin@town.bonnyville.ab.ca

1. Overall Program Objective

The Recreational/Cultural Operating Program is available to eligible organizations for operational expenses. These operational expenses must be those that generally reoccur from year to year and are those which exist presently. These operational expenses must be connected to the organization’s facilities, and the programs and services delivered from those facilities.

2. Program Structure

On an annual basis, the Town of Bonnyville may budget funding for the program. Funding requests are then reviewed together. The amount of funding provided to applicants depends on the assessment of the applications, along with the total amount of funding available for the program for that year.

Following their operating year, organizations which are approved for funding will be required to provide a final report identifying how the funding was used.

3. Eligible Organizations

The following organizations may apply for funding:

- a) Aurora Visual Arts
- b) Bonnyville & District Centennial Centre
- c) Bonnyville & District Historical Society
- d) Bonnyville Curling Club
- e) Bonnyville Football Association
- f) Bonnyville Municipal Library
- g) Riverland Recreational Trail Society

Organizations that don’t appear on the above list but wish to apply for funding, must meet the following requirements:

- The organization must be a Cultural/Recreational Organization. This is defined as an organization with a core mandate of delivering programs or services with the objective of enjoyment, amusement, pleasure or contemplation. This includes organizations such as museums, community halls, agricultural halls, senior’s clubs, art clubs, and sports organizations;

- The organization's primary expenses must be directly related to its mandate as a Recreational and Cultural Organization and be tied to the facility from which they deliver their relevant services and programming;
- The organization must own their own facility, or have a long-term lease and be generally responsible for facility costs such as a power, utilities, and general upkeep of the facility;
- The facility in question must be a community hall, agricultural hall, seniors centre, museum, outdoor recreation or sports ground, or other similar indoor or outdoor space;
- Membership to the organization must be open to the public, and the organization must offer programs or services that serve the general public;
- Organizations must be physically based within the Town of Bonnyville, and primarily serve the residents of the Town of Bonnyville; and
- The organization must be a provincially or federally incorporated non-profit organization that is in good standing.

Organizations wishing to be added to the list of eligible organizations must make a request prior to the submission deadline and review of applications. Organizations making this request will be required to provide information about their organization.

4. Eligible Activities

Organizations applying for funding must identify a consecutive 12-month period in which they intend to use the funding. This period is normally expected to follow the organization's fiscal year. For organizations with a fiscal year that is the same as the calendar year, it is expected that the funding will be applied to costs in the upcoming calendar year. If an organization has a fiscal year that is different than the calendar year, the organization may apply for funding for the fiscal year they are currently in, provided that no more than 6 months of their fiscal year has occurred as of the date on which the application was submitted.

5. Eligible Expenses

The following are eligible expenses:

Facility Operating Costs:

- a) Building Supplies
- b) Materials
- c) Utilities (Power, Water, Heating)
- d) Waste Removal
- e) Telephone, Fax, Security Systems
- f) Garbage Removal
- g) Repairs and Maintenance
- h) Grounds Keeping
- i) Insurance, including property insurance, volunteer liability insurance, bond & crime, and comprehensive general liability insurance
- j) Bookkeeping
- k) Accountant fees related to the preparation of financial statements
- l) Other facility operating costs, at the discretion of Administration

Other Eligible Operating Expenses:

- a) Volunteer and Program Personnel
- b) Office Supplies
- c) Staffing as it pertains to the operation of the facility
- d) Programming Costs
- e) Licenses, Fees and Memberships
- f) Volunteer Development and Training
- g) Travel and Meals
- h) Advertising and Promotion
- i) Non-Refundable GST
- j) Other eligible operating expenses, at the discretion of Administration.

Expenses that are **ineligible** include, but are not limited to:

- a) Amortization
- b) Debt and fund reduction
- c) Gifts
- d) Endowment funds
- e) Donations
- f) Contracted fundraising professionals and grant writing
- g) Event costs
- h) Honorariums
- i) Capital projects and costs
- j) Alcohol
- k) Other ineligible expenses, at the discretion of Administration

6. Grant Term

The grant term will cover the length of the 12-month operating year, as well as any reporting and disclosure requirements. Normally, final reporting will be due in April in the year following the grant year.

7. Funding Request Requirements

Organizations must use the application forms prescribed by the Town and include the required attachments. Additional information or documentation may be requested to supplement the information provided in the application.

An authorized individual is required to sign off on the application.

Organizations may be asked to present their funding request to Council. In this case, Town of Bonnyville Administration will contact the organization to schedule a presentation date.

8. Application Submission Deadlines

Applications are normally due August 31st, unless otherwise specified.

9. Funding Levels

Funding is based on previous expenses incurred by the organization. This will be determined by considering the organization's financial statements. Organizations are expected to supply the Town with their most recently available financial statements by the application intake deadline.

Some organizations have their insurance costs, or other operating expenses paid for directly by the Town. For the purpose of determining grant funding, the in-kind value of these contributions will be considered part of the operational funding provided under this policy, when it is reasonable and feasible to do so. The actual cash grant paid to an organization will equal the approved grant, less the value of any in-kind contribution for insurance or other operational expenses covered directly by the Town.

The level of funding approved will also take into consideration the applicant's operating revenues and expenses, along with the organizations reserves, and how these reserves are allocated. This will be based on the submitted budget and reserve funding information submitted along with the application.

10. Funding Review and Approval

Administration will only recommend funding to applications which meet the program requirements.

Council will review and approve funding requests. This normally happens during budget deliberations with final approval in April.

Organizations may be asked to provide additional information.

Council may choose to approve funding to applications, which do not necessarily comply with all the program requirements, or approve more or less funding to (an) organization(s), if they deem it appropriate to do so.

Organizations which are approved for funding will receive written notification.

11. Grant Funding Agreement

If an organization is approved for funding, they will be required to enter into a grant funding agreement with the Town of Bonnyville. The grant funding agreement will reflect the program requirements, in addition to any requirements that are deemed appropriate and necessary.

12. Payment of Grant Funding

Approved funding will normally be released in full. Applicant organizations may be provided with an advance of funding prior to funding approval, at the discretion of Administration and approval of Council.

13. Use of Grant Funds

Grant Funding may only be used for eligible expenses incurred by the applicant organization. The organization cannot apply Town grant funding to expenses which are already supported by other grant funding.

14. Facility Inspections

Organizations which receive funding must agree to give the Town (or someone assigned by the Town) permission to inspect their facility for the purpose of identifying deficits, maintenance needs, and ensuring that maintenance schedules are being followed.

15. Acknowledgement of the Grant Contribution

Organizations that receive grant funding must acknowledge the Town of Bonnyville as a sponsor for the organization, unless it is not practical or reasonable to do so.

16. Grant Reporting

Organizations are required to submit their financial statements and a final report using the prescribed reporting form by April 30th of the year following the grant year. Organization's will be required to specify how much of the grant funding was used.

Unspent funding must be returned to the Town, upon request.

17. Transparency

As part of the application, or while the funding agreement is active, organizations may be required to provide the Town with information or documents such as:

- a) Proof of Non-Profit Society Status for the current year;
- b) Proof of Insurance and Workers Compensation;
- c) Organization's most recent financial statements;
- d) Planned activities;
- e) List of the organization's officers and directors, and their contact information;
- f) Balance sheet identifying the year-to-date expenses for the current financial period;
- g) Pending and awarded grants for the year for which the application was made, including those from other Town departments, other Local Governments, the Province, Federal Government, or other agencies;
- h) Most recent facility inspection;
- i) Organization's Bylaws;
- j) Any other information as requested by Administration to ensure that the Organization is operating in a transparent, responsible, safe and fiscally responsible manner.

**SCHEDULE B
“FUNDING REQUEST”**

SAMPLE