



# **FAMILY AND COMMUNITY SUPPORT SERVICES**

## **FUNDING AGREEMENT**

<b>City of Calgary</b>		
<b>Calgary Neighbourhoods</b>		
<b>APPROVED</b>	<b>INITIALS</b>	<b>DATE</b>
<b>AS TO CONTENT</b>		
<b>AS TO BUDGET</b>		

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Schedules:    Schedule "A" -    Proposal  
                  Schedule "B" -    Not applicable  
                  Schedule "C" -    Governance, Accountability and Program Delivery Requirements

**THIS AGREEMENT** is effective on and after the X day of XXXXX, XXXX.

**BETWEEN:**

**THE CITY OF CALGARY,**  
a municipal corporation of the Province of Alberta,  
("The City")

OF THE FIRST PART,

- and –

**XXXXXX**  
-XXXX

a volunteer not-for-profit entity registered  
in Alberta  
("the Organization")

OF THE SECOND PART.

## **1. BACKGROUND**

- 1.01 The City, pursuant to the provisions of the *Family and Community Support Services Act*, R.S.A. 2000 c. F-3 ("FCSS Act") has entered into an agreement with the Province of Alberta for the establishment, administration and operation of family and community support services in Calgary ("FCSS Calgary").
- 1.02 The Province of Alberta provides funding to The City for the administration and operation of FCSS Calgary. The amount of this funding may vary from year to year. The City also provides funding for FCSS Calgary and the amount of The City's contribution may vary from year to year.
- 1.03 The City has chosen to use volunteer not-for-profit organizations to deliver the programs to be provided to the citizens of Calgary under FCSS Calgary.
- 1.04 Council for The City, through recommendations by its Community and Protective Services Committee ("the C&PS Committee"), establishes yearly, which volunteer not-for-profit organizations are to receive funding and in what amounts.
- 1.05 The Organization wishes to provide, to the citizens of Calgary, a certain community support Program under FCSS Calgary, and has applied to and been approved, on XXXX XX, XXXX, by Council for The City to receive funding to be used in supplying the approved Program.

By signing this Agreement, both The City and the Organization accept all of the terms which follow.

## 2. DEFINITIONS

2.01 In this Agreement, including the Background:

**"Agreement"** means this Family and Community Support Services Funding Agreement including any schedules attached hereto;

**"C&PS Committee"** means the Community and Protective Services Committee of Council for The City;

**"Director"** means the Director of The City's Calgary Neighborhoods business unit, or his/her designate;

**"FCSS Calgary"** means The City's program to promote and support Preventive Social Programs and community support services in Calgary pursuant to the *FCSS Act*, and The City's FCSS Policy CP2016-05 ("FCSS Policy");

**"Funds"** means the grant of money by The City to the Organization which is made pursuant to this Agreement, whether in the amount set out in clause 4.01 or some other amount(s);

**"Manager"** means the Manager of Strategic Services within the Calgary Neighbourhoods business unit of The City, or his/her designate;

**"Organization"** means the XXXXXX, a volunteer not-for-profit entity registered in Alberta under the *Companies Act*, RSA 2000, c C-21, the *Societies Act*, RSA 2000, c S-14 or the *Business Corporations Act*, RSA 2000, c B-9.

**"Policy Manual"** means the policies developed pursuant to clause 10.07 of this Agreement;

**"Preventive Social Program"** means a program which promotes and enhances well-being among individuals, children, families, and/or communities, and prevents the onset or further development of problems;

**"Proposal"** means the proposal which was submitted to and approved for funding by Calgary City Council, a copy of which is attached to this Agreement as Schedule "A" and includes the Organization's budget for delivery of the Program;

**"Program"** means the approved community support to be provided to the citizens of Calgary by the Organization as set out in Schedule "A" which is attached to this Agreement;

**"Term"** means the period of time this Agreement is in force and effect as set out in Article 5;

### **3. PROVISION OF PROGRAMS**

- 3.01 The Organization shall, during the Term, provide the Program to the citizens of Calgary.
- 3.02 The Program shall be provided by the Organization in accordance with the Policy Manual, the Proposal and Schedules "A" and "C".
- 3.03 In providing the Program, the Organization shall use its reasonable and best efforts to:
- (a) promote, encourage and facilitate the involvement of volunteers;
  - (b) promote efficient and effective use of resources;
  - (c) encourage and facilitate cooperation and coordination with similar service agencies operating within the municipality;
  - (d) promote, encourage and facilitate the development of stronger communities; and
  - (e) promote citizen participation in planning and delivery of the Program.
- 3.04 In providing the Program the Organization shall comply with and meet the following additional conditions set by Calgary City Council:

XXXX

### **4. CITY FUNDING**

- 4.01 For the period starting on XXXX XX, XXXX and ending on XXXX XX, XXXXX, The City shall provide funding to the Organization in the amount of \$XXX. Payments may be made quarterly, or annually.
- 4.02 The Funds shall be used only for the provision of the Program, in the manner set out in Schedule "A".
- 4.03 If the Organization wants to allocate the Funds in different amounts than the way set out in Schedule "A", any such change cumulatively in excess of ten percent (10%) of the funds received must first be discussed with and approved in writing by the Manager.
- 4.04 Any Funds not used during the year in which they were received for the Program shall be returned to The City.
- 4.05 If The City provides supplemental funds to the Organization in addition to the amount referred to in clause 4.01, the additional amount will become part of the Funds and subject to all of the terms and conditions of this Agreement.

## 5. TERM

- 5.01 The Term of this Agreement shall be from XXXX XX, XXXXX to XXXX XX, XXXX. It is acknowledged by the Organization that The City may, in its sole discretion, provide funding to the Organization for the first quarter of XXXX. If such funds are provided to the Organization then the Term of this Agreement shall end on XXXX XX, XXXX. Reporting requirements under this Agreement will apply even if the dates upon which they are due arise after the expiry of the Agreement.
- 5.02 The Organization has the right, subject to compliance with clause 5.05, to terminate this Agreement upon giving thirty (30) days' Notice in writing to the Manager.
- 5.03 The City has the right to terminate or reduce funding under this Agreement in any of the following circumstances, by giving sixty (60) days' Notice in writing to the Organization:
- (a) financial assistance granted by the Province of Alberta to The City pursuant to the provisions of the FCSS Act is discontinued or reduced;
  - (b) the Organization fails to perform the duties and obligations which it has undertaken in this Agreement;
  - (c) the Organization discontinues or is about to discontinue the Program; or
  - (d) the Organization is amalgamated or merged with another entity.
- 5.04 The Manager may suspend funding under this Agreement at any time by giving Notice, if in the Manager's opinion, the Organization is contravening the intentions of the Program, or if there is sufficient reason to believe that the Organization's operation is not being conducted in an appropriate ethical and/or legal manner. In particular, the Manager may reduce or eliminate funding under this Agreement if one or more of the following are observed:
- (a) Unstable management practices or governance, including consistent over-expenditure or under-expenditure of funds; more than 75 percent staff or board turn-over in one year and/or failure to follow formalized procedures regarding finances, personnel, program or board operations;
  - (b) Fraud or misconduct, including misuse or misstatement of funds; unethical workplace practices and/or illegal activities;
  - (c) Program operational concerns, including consistent, significant decrease in program outputs or shifting program focus without prior consultation with the Manager; or the Program not aligning with Council-approved priorities for FCSS Calgary;
  - (d) Significant Program impact concerns, including non-use of evidence-based practice or a lack of organizational capacity to track and influence Program outcomes; or
  - (e) The Organization is dissolved, wound up or becomes insolvent.

The Organization has the right to appeal to the Director by Notice within fifteen (15) calendar days of receiving a Notice under this clause.

- 5.05 If this Agreement is terminated for any reason, the Organization shall:
- (a) immediately, upon termination, return to The City any unused funds given to it pursuant to this Agreement;
  - (b) within ninety (90) days after the effective date of termination, provide to The City an audited financial statement of the funds provided to it pursuant to this Agreement;
  - (c) within ninety (90) days after the effective date of termination, provide to The City a report on the Program.

## **6. ACCOUNTING AND AUDIT**

- 6.01 The Organization shall, on or before March 01 after each year of the Term, submit an unaudited statement of revenue and expenses for the Funds in the previous calendar year (January 1 to December 31) which is signed by two (2) officers of the Organization with signing authority. The Organization shall also submit to the Manager, within three (3) months after its fiscal year-end an audited financial statement for all operations of the Organization, including an audited statement of revenue and expenses for the Funds in the previous calendar year (January 1 to December 31).
- 6.02 If the amount of Funds is less, in any year of the Term, than Twenty Five Thousand Dollars (\$25,000.00), then the statements required in clauses 6.01 do not have to be audited, but shall be signed by two (2) officers of the Organization with signing authority.
- 6.03 Audited financial statements required in this Agreement shall be completed and signed by a Chartered Professional Accountant who is independent of the Organization.
- 6.04 Record keeping and The City's right to audit:
- (a) For the purposes of this section 6.04, "Records" means detailed books, accounts, records and documentation, including, without limitation, contracts, original and unedited payroll records, bank records, invoices issued to subcontractors and suppliers, records of quotations and related correspondence, ledgers and other similar books of records, detailed daily time records for personnel and equipment, and all similar information that is necessary to substantiate and verify all direct and indirect costs incurred by the Organization relating directly or indirectly to the Agreement and all Funds under the Agreement.
  - (b) During the term of the Agreement and for a period of seven (7) years after termination or expiry of the Agreement, the Organization shall keep and maintain all Records in accordance with generally accepted accounting principles or the Accounting Standards for Not-for-Profit Organizations (ASNPO) published in Part III of the CPA Canada Handbook, as applicable, and implement such internal controls as necessary to enable the preparation of reports and financial statements that are free from material misstatement, whether due to fraud or error. All such Records shall be made available to The City at the Organization's sole expense.

- (c) The Records shall be maintained in their original form without alteration, deletion or addition. If any Records are kept in electronic form or in any other form that requires special equipment or specialized knowledge to convert the data into readily readable form, all assistance and facilities reasonably required for such purpose shall be provided by the Organization at its sole expense.
- (d) If the Organization subcontracts all or a portion of its obligations under the Agreement, the agreements formed between the Organization and any subcontractors or supplier of goods or services shall expressly include provisions similar to the provisions contained in this section and shall require such subcontractors or suppliers of goods and services to extend the audit rights set out in these provisions to The City. The City's audit rights do not extend to the confidential or proprietary information, if any, of the Organization or subcontractors.
- (e) The City shall have the right to inspect, examine, make copies of and audit all Records of the Organization at all reasonable times, without prior notice, for the purpose of auditing and monitoring compliance with the Agreement.
- (f) The costs of any audit, other than those costs of making records available as stated in 6.04 (b) and (c), conducted by The City under authority of this clause will be the responsibility of The City unless the audit identifies significant findings that would benefit The City. In the event an audit identifies materially inaccurate, misleading or incomplete records, the Organization shall reimburse The City for the total costs of the audit.
- (g) This audit clause shall not be interpreted to limit, revoke, or abridge any other rights, powers or obligations relating to audit that The City may have by Federal, Provincial or Municipal law, whether those rights, powers or obligations are express or implied.

6.05 The Organization shall, when making changes or variations to its budget for the Program (Schedule "A") do so only in compliance with clause 4.03.

## **7. INDEMNITY AND INSURANCE**

- 7.01 The Organization shall indemnify, defend and hold harmless The City and The City's employees, directors, officers and agents from any and all claims, demands, actions, damages, and expenses of whatsoever kind or nature that may arise directly or indirectly out of any act, error, omission, or breach or violation of this Agreement, by the Organization or its employees, officers and agents in the performance of this Agreement. In the event that The City is made a party to litigation commenced by or against the Organization, excepting a *bona fide* action by the Organization against The City, the Organization will defend and hold harmless The City and will pay all costs and expenses incurred or paid by The City in connection with the litigation and an amount representing legal fees on a solicitor-client basis. Any obligation of the Organization to indemnify The City hereunder shall survive the termination of this Agreement.
- 7.02 The City shall not be liable for any personal or bodily injury or property damage that may be suffered or sustained by the Organization or the Organization's clients, employees, officers, or agents in the performance of this Agreement. The Organization hereby expressly releases The City and agrees to indemnify it against any and all such claims for loss, damage or injury.



- 7.03 During the Term of this Agreement, the Organization shall, at its own expense, acquire and maintain insurance policies in a form and substance satisfactory to the City Solicitor and, with an insurer allowed by the laws of Alberta to provide insurance in Alberta, maintain the following insurance:
- (a) Commercial General Liability (CGL) insurance policy for bodily injury (including death) and property damage in an amount not less than Two Million Dollars (\$2,000,000.00) inclusive limit for any one occurrence and shall include:
    - (i) The City as an additional insured;
    - (ii) a cross-liability clause;
    - (iii) broad form contractual liability coverage;
    - (iv) products and completed operations coverage;
  - (b) Any other insurance in amounts that a prudent Organization acting reasonably would deem appropriate given the scope of work, with associated risks, to be carried out under this Agreement.
- 7.04 The said insurance policies shall be written on an occurrence basis and shall remain in effect for the entire Term of this Agreement.
- 7.05 The insurance policies mentioned within this section 7 shall include provision for The City to be given thirty (30) days written notice prior to cancellation or material change of said policies of insurance. The Organization shall immediately advise The City should said policies of insurance lapse or otherwise be discontinued.
- 7.06 The Organization shall provide a Certificate of Insurance indicating compliance with the insurance requirements listed above to The City, and furnish documentary evidence satisfactory to The City of the renewal or continuance of such insurance during the Term of this Agreement within ten (10) business days of any expiry date(s) thereof.
- 7.07 The City shall have the right to demand at any time and the Organization shall be obligated to provide proof of insurance when so requested by and in a form satisfactory to The City.
- 7.08 If the Organization fails to provide The City with any of the documents mentioned in this part, or otherwise failing to prove to The City the existence of any required insurance, The City may, at its option, purchase on behalf and at the expense of the Organization the required insurance coverage.
- 7.09 The Organization covenants and agrees that The City's insurance requirements mentioned above will not be construed to and shall in no manner limit or restrict the liability of the Organization.

## **8. REPORTING**

- 8.01 The Organization shall:
- (a) give Notice to the Manager, immediately after a decision by the Organization to discontinue the Program;

- (b) notify the Manager immediately if the Organization becomes insolvent, decides to dissolve, amalgamate with another entity or to wind up; and of any changes in its structure or operations, including but not limited to: changes in program, budget, location, purpose, personnel or executive of the Organization;
- (c) have written policies acceptable to The City on nepotism, confidentiality, conflict of interest, approval of personal expenses and signing authorities. If in the discretion of the Manager, a written policy acceptable to The City is required on any other matter, the Organization will forthwith comply with the request of the Manager for such a policy; and
- (d) provide such reports, statistics, or supplementary data to the Manager as required by The City's FCSS Calgary program and other guidelines as developed throughout the course of the Term.

8.02 The City shall give Notice to the Organization of any matters which materially affect this Agreement or FCSS Calgary.

## 9. NOTICES AND COMMUNICATIONS

9.01 Notices and communications made in connection with this Agreement ("Notices") must be in writing, and shall be delivered to the following addresses:

(a) To The City:           The City of Calgary  
                                  Calgary Neighbourhoods (116)  
                                  Mail: PO Box 2100 Stn M, Calgary, AB T2P 2M5  
                                  Courier:c/o Mail Room, 800 Macleod Trail S, Calgary, AB T2G 2M3  
                                  Attention: XXXXXX  
                                  Email: XXXXXX

(b) To the Organization:   XXXXXX  
                                  XXXXXX  
                                  XXXXXX  
                                  Attention:       XXXXXX  
                                  Title:            XXXXXX  
                                  Email:           XXXXXX

- (c) Notices sent by mail are deemed to be received on the 10th day after posting.
- (d) If delivered, sent by courier or e-mailed, Notices are deemed to be received on the business day next after they were delivered or couriered.
- (e) Either party may change its address for service by Notice to the other party.

## 10. GENERAL PROVISIONS

- 10.01 The Program shall be performed in a proper professional manner in accordance with generally accepted professional standards.
- 10.02 All work funded pursuant to this Agreement shall be done in accordance with all applicable provisions of federal and provincial statutes and their related regulations and codes, and with all municipal bylaws which do or can affect the Organization and the Program.
- 10.03 This Agreement is bound by and will be interpreted in accordance with the laws of the Province of Alberta.
- 10.04 The Organization represents that it is fully experienced and properly qualified to carry out the Program provided for herein, and that it is properly licensed, equipped, organized and financed to perform the Program. The Organization shall act as an independent body and not as the agent of The City in performing this Agreement, maintaining complete control over its employees, volunteers and all of its subcontractors. Nothing in this Agreement or any subcontract awarded by the Organization shall create any contractual relationship between any such subcontractor and The City. The Organization shall perform all work in accordance with its own methods subject to compliance with this Agreement.
- 10.05 Time is of the essence in this Agreement.
- 10.06 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.
- 10.07 The Organization shall develop written policies, acceptable to The City, which govern the Program and include policies dealing with human resource administration, financial and program operations.
- 10.08 The Organization will acknowledge The City as a source of funding on its stationery and promotional items in a suitable form approved by the Manager. The Organization's web site shall also provide a link to the FCSS Calgary website.
- 10.09 The Organization shall allow the Manager to observe the Program during reasonable hours. Any such observation with the Organization's clients present shall only be done with the written permission of each client, and The City will respect and keep all client information confidential in accordance with professional protocols and in accordance with the Freedom of Information and Protection of Privacy Act, R.S.A. 2000 c. F-25.

- 10.10 The Organization acknowledges that The City is subject to the Freedom of Information and Protection of Privacy Act, RSA 2000, c. F-25 (FOIP), as amended. Subject to the provisions of FOIP, The City will make reasonable efforts to maintain the confidentiality of information the City may have received from the Organization that is identified as confidential or proprietary, except as otherwise required by law or by order of a court or tribunal or by order or decision of the Information and Privacy Commissioner (Alberta).
- 10.11 If any term or condition in a Schedule is in conflict with a term or condition in the body of this Agreement, the term or condition in the body of this Agreement shall prevail.

**IN WITNESS WHEREOF** the parties have duly signed by the hands of their proper officers.

THE CITY OF CALGARY

Per: \_\_\_\_\_  
Manager of Strategic Services,  
Calgary Neighbourhoods

Date: \_\_\_\_\_

*Affix Corporate Seal Here*

If Organization has no corporate seal,  
an Affidavit Verifying Corporate Signing  
Authority must be completed.

**XXXXXX**

Per: \_\_\_\_\_  
Print Name:  
Title:

Date: \_\_\_\_\_

Per: \_\_\_\_\_  
Print Name:  
Title:

Date: \_\_\_\_\_

## GOVERNANCE, ACCOUNTABILITY AND PROGRAM DELIVERY REQUIREMENTS

### Governance

- Organizations will be governed by an elected volunteer Board of Directors, established to determine policies and priorities and oversee the strategic operation of the Organization, programs or services.
- Organizations will explicitly state that they will ensure their Board of Directors will be representative of the community at large.
- The Organization Board of Directors will enact bylaws in respect to staff hiring policies and practice which shall be in accordance with human rights legislation.
- The Organization's Board of Directors will explicitly state, with respect to program delivery, that the program is open to all Calgarians, regardless of race, religion, political or other protected grounds.
- The Organization's Board of Directors will establish a grievance procedure for handling client and volunteer complaints, as well as program complaints, in a fair and transparent manner, and such procedure must be made available to each client and/or volunteer as the case may be.
- Organizations will have documented policies in place covering major contracts; nepotism; conflict of interest; and signing authorities to adhere to standards for not-for-profit organizations.

### Accountability

- All Organizations are required to report on each FCSS-funded program in a manner prescribed by FCSS Calgary.

### Program Delivery

- Professional staff will be qualified and certified according to the standards of the appropriate professional bodies and relevant legislation governing the operation of those professional bodies.
- Staff members working with vulnerable populations will have completed Police Information Clearance (PIC). These include persons who, because of age, disability or other circumstances, whether temporary or permanent are:
  - in a position of dependence on others; or
  - are otherwise at a greater risk than the general population of being harmed by persons in a position of authority or trust relative to them.
- Professional staff will assist clients to become aware of all relevant treatment options, or treatment outcome, and the responsibilities and/or consequences of each choice.
- Professional staff will not advise clients to adopt any religious, political, moral, medical, philosophical or other points of view during the exercise of program delivery.
- When any or all of the above conditions are not governed by legislation or professional standard, The City may, in consultation with appropriate bodies, establish reasonable standards for the conduct of the specific programs.
- When appropriate, the Organization will involve volunteers in the design, delivery and evaluation of Preventive Social Program to Calgarians.