

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 12-1074

Being a by-law to authorize the Mayor and Clerk to execute a letter of agreement with the Ontario Trillium Foundation for funding for specified upgrades to the Community Centre and to the Welcome Centre Theatre and to purchase equipment for use at outdoor events.

WHEREAS under Section 8. (1) of the Municipal Act, 2001, S.O., 2001, c.25, as amended, the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

AND WHEREAS under Section 9 of the Municipal Act, 2001, S.O., 2001, c.25, as amended, 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 Council deems it desirable to accept a grant from the Ontario Trillium Foundation of \$122,700 over 12 months to upgrade the kitchen and canteen areas of the community centre and the sound and projector systems at the theatre located in the Welcome Centre and also for purchasing sound equipment, event tents, tables, chairs and benches for use at outdoor events and festivals, the acceptance of which requires that the Municipality execute a letter of agreement with the Ontario Trillium Foundation;

NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:

1. That the Mayor and the Clerk are hereby authorized and directed to execute the Letter of Agreement attached hereto as Schedule "A" and forming part of this bylaw.
2. This bylaw shall come into force and take effect upon final passing thereof.
3. That the Clerk of the Municipality of Temagami is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

BE TAKEN AS READ A FIRST time on this 19th day of July 2012;

READ A SECOND AND THIRD time and finally passed this 19th day of July 2012.

Mayor

Clerk



NOTE: This is your letter of agreement.
Please Sign and Send it back to
Ontario Trillium Foundation

LETTER OF AGREEMENT

BETWEEN

**Ontario Trillium Foundation
("The Foundation")**

AND

Municipality of Temagami

("The Grantee")

**7 Lakeshore Drive
P.O. Box 220
Temagami ON P0H 2H0**

\$122,700 over 12 months

to upgrade the kitchen and canteen areas of the community centre and the sound and projector systems at the theatre located in the Welcome Centre. Funding is also for purchasing sound equipment, event tents, tables, chairs and benches for use at outdoor events and festivals. This will ensure that people of all ages and abilities can continue to participate in cultural and social activities.

Application ID No.: 116140

**Approval Date:
June 28, 2012**

Please read this Letter of Agreement carefully. It outlines the Foundation's expectations of the Grantee and the Grantee obligations. It also ensures that the Grant benefits Ontarians and the Grantee is accountable for public Grant funds. By signing it, the Grantee legally agrees to the following terms and conditions.

1. Use of Grant Funds

- Grant funds may only be used for the exclusive purpose of the project as it is described in Schedule A ("The Grant"). Grant funds may only be spent for the items and activities described in Schedule A.
- Grant funds are not to be used by or for any organization or individual other than those specified in Schedule A.
- The Grantee has received, read, and agrees to comply with the "Reallocation of Grant Funds Policy" stated in Schedule B ("Foundation Policies") as may be amended from time to time.
- Any unspent Grant funds must be returned to the Foundation, unless the Foundation has given prior written approval for such funds to be spent on other items or activities that are consistent with the Grant's purpose.

2. Maintaining Not-For-Profit Status and/or Charitable Registration Number

- By signing this Letter of Agreement, the Grantee represents, warrants, acknowledges and confirms the eligibility status set out in the Grantee's application is current and in good standing. The Grantee also represents and warrants that the Grantee:
 - is not in breach of any laws in Canada, the Province of Ontario, any municipality in the Province of Ontario, or any court order
 - has and will maintain its current status in the Grantee's application for the duration of the Grant, and
 - has and will comply with the provisions of the *Income Tax Act* and its Regulations that apply to the Grantee.
- The Grantee will immediately inform the Foundation of any change in or challenge to the Grantee's eligibility status as set out in the Grantee's application.

3. Payment of Grant Funds

- The Foundation will pay Grant funds according to the terms stated in Schedule A.
- The Foundation must receive a signed original copy of this Letter of Agreement before sending the first Grant payment to the Grantee.
- The Foundation may temporarily withhold Grant payments or terminate this Letter of Agreement if, in the Foundation's opinion, the Foundation:
 - is not satisfied with the Grantee's progress
 - determines that the Grantee is unable to complete the Grant in a satisfactory manner
 - determines that the Grantee is not complying with one or more of the Foundation's policies or specific conditions that relate to the Grant, or
 - determines that continuing the Grant is not in the general public's interest.

4. Reports

- The Grantee will submit complete progress reports and a final report to the Foundation at the times specified in Schedule A. In these reports the Grantee will clearly explain the Grantee's use of the Grant funds and the progress the Grantee has made toward achieving the Grant's expected outcomes and how the Grantee has complied with the terms and conditions of this Letter of Agreement including Schedule A.
- All reports will be submitted using the Foundation's Reporting Forms.

- In addition to these regular reports, the Foundation may ask the Grantee to submit additional interim reports, verbally or in writing, which the Grantee will provide.
- The Foundation will review the progress the Grantee makes toward achieving the Grant's results. Monitoring progress may involve on-site visits by Foundation representatives.
- The Foundation may also ask to consult with the Grantee's personnel regarding the Grantee's expenditures, records, progress, and achievements relating to the Grant.
- If the Foundation does not receive progress in a timely manner, it will withhold payments until the late reports are received and considered by the Foundation to be satisfactory. The Foundation may terminate this Letter of Agreement if any such report is not received within sixty (60) days of the date on which it was due.
- If the Foundation does not receive final reports in a timely manner, this may be taken into consideration in assessing a future grant application. The Grantee will immediately notify the Foundation of any changes to the Grantee that might delay or stop the successful completion of the Grant.

5. Records

- The Grantee will maintain accounting records that clearly show the receipt of Grant funds and how the money has been spent. All records and supporting documentation will be available for inspection by the Foundation.
- The Grantee will keep records of Grant receipts and expenditures for at least six (6) years after the Grant ends. The Grantee will also keep copies of all the reports (and supporting documentation) the Grantee submits to the Foundation for at least six (6) years after the completion of the Grant.

6. Advocacy

- The Grantee represents and warrants that it has received and read the Foundation's "Advocacy Policy" in Schedule B as may be amended from time to time, and the Grantee agrees to comply with this policy.

7. Recognition of the Foundation

- The Grantee has received and read the Foundation's "Recognition Policy" stated in Schedule B as may be amended from time to time, and the Grantee agrees to comply with this policy.
- Under the "Recognition Policy" the Grantee will recognize the Foundation's support at public events, in all communications and publications and seek other opportunities to publicly recognize the Foundation.
- Photos taken at recognition events may be used by OTF from time to time, on its website and/or other publications.

8. Evaluation and Audit

- The Foundation or the Auditor General of Ontario may conduct or commission an evaluation or audit of this Grant. The Grantee will participate in any such evaluations or audits and make the Grantee's records, books, supporting documentation, and reports available to Foundation personnel or consultants or those of the Auditor-General of Ontario.

9. Human Rights Code

- The Grantee will operate in accordance with the Ontario Human Rights Code.

10. Insurance

- The Grantee will purchase and maintain adequate insurance including property insurance, casualty insurance, and general liability insurance. Adequate insurance coverage must be maintained for the duration of the Grant.

11. Indemnity

- The Grantee agrees to indemnify and save the Foundation, its officers, directors, employees, and agents harmless from and against any and all costs, claims, demands, expenses, actions, causes of action, and for any and all liability for damages to property and injury to persons (including death) howsoever caused, arising out of or in any way related to the Grant or to the Grantee. The Foundation holds this indemnity in trust for parties who are not parties to this Letter of Agreement.

12. Violation of Agreement; Change of Status

- If the Grantee violates any of the provisions of this Letter of Agreement, including the attached Schedules, the Foundation has the right to terminate the Grant.
- The Grantee will immediately notify the Foundation if the Lead Applicant, as set out in the Foundation's Program Guidelines, in a collaborative Grant changes. If the Foundation is not satisfied that a suitable new Lead Applicant has been appointed, it may terminate this Grant.

13. Termination

- If this Letter of Agreement is terminated, the Foundation will withhold any further payments of Grant funds.
- If this Letter of Agreement is terminated, the Grantee must repay any unspent portion of the Grant funds to the Foundation. The Grantee will repay the Grant funds that the Grantee has spent, if in the Foundation's sole opinion, such Grant funds have not been spent in accordance with this Letter of Agreement.
- Any decision by the Foundation to terminate this Grant will be final and legally binding.

14. Distribution of Assets

- If within 5 years of receiving the Grant funds the Grantee dissolves or no longer needs assets purchased with the Grant funds, the Grantee will disburse any assets with a value of \$5000 or more at no cost to a not-for-profit organization that meets the Foundation's "Eligibility Requirements" as set out in the Foundation's Program Guidelines.

15. Modification

- This Letter of Agreement and the attached schedules establishes all the terms and conditions of the Grant. It replaces all previous understandings and agreements.
- Changes to this Agreement can only be made in writing. All changes require the signatures of an authorized officer from the Grantee and from the Foundation.

16. Applicable Law

- This Letter of Agreement will be interpreted in accordance with the laws of Canada, the Province of Ontario, any municipality in the Province of Ontario, or any court order.

17. Capital Grants (For Grants with a Capital Component Only)

- The Grantee has all appropriate insurance to cover the project site and any equipment used as part of the project.
- The Foundation is not responsible or liable for the quality of design, construction, and maintenance of the project. The Foundation is not responsible or liable for any loss or damages arising out of or connected with the project.
- The Grantee will ensure that all renovations, modifications, and additions meet or exceed all applicable building codes and project specifications.

18. No Partnership or Joint Venture

- It is expressly acknowledged and agreed that nothing in this Letter of Agreement and its Schedules or the advance of any Grant funds to the Grantee creates or causes to be created any form of partnership or joint venture between the Foundation and the Grantee.

19. Non-Assignability

This letter of agreement shall not be assigned by the Grantee without the written consent of the Foundation.

20. Reliance by Foundation

The Grantee represents, warrants, agrees, and acknowledges that the Foundation has relied on the representations and warranties contained herein in providing the Grant, and that the information contained in the application continues to be correct and contains no material misrepresentations.

IN WITNESS WHEREOF, this Letter of Agreement has been signed on behalf of the parties as of the dates indicated below. I have the legal authority to bind the organization in this Agreement.

The Ontario Trillium Foundation

Municipality of Temagami

Per:

Patricia Else

Name

Director of Grant Operations

Title

Patricia Else

Signature

June 28 2012

Date

Per:

Name (Please print.)

Title

Signature

Date

Witness:

Sarah Harrington

Name

Coordinator of Program Administration

Title

Sarah Harrington

Signature

June 28, 2012

Date

Witness:

Name (Please print.)

Title

Signature

Date

**SCHEDULE A:
BUDGET, CONDITIONS AND EXPECTED RESULTS, PAYMENT AND REPORT SCHEDULES**

Grantee: Municipality of Temagami
 Application ID#: 116140 Approved Amount: \$122,700
 Approval Date: June 28, 2012 Grant Term: 12 months
 Assigned Staff: Donna Maitland

The grant to your organization is based on information provided in your application.

BUDGET:
 Grant funds may only be spent for the items and activities described here.

| Type | Item | Year 1 \$ | | Total \$ | |
|------------|--|-----------|-----------|-----------|-----------|
| | | Req | Appr | Requested | Approved |
| Equipment | Portable Sound Equipment | \$7,300 | \$7,300 | \$7,300 | \$7,300 |
| Equipment | Event Tents | \$12,700 | \$12,700 | \$12,700 | \$12,700 |
| Equipment | Welcome Centre Projector | \$1,900 | \$1,900 | \$1,900 | \$1,900 |
| Renovation | Community Centre Kitchen Renovations | \$71,000 | \$71,000 | \$71,000 | \$71,000 |
| Equipment | Community Centre Kitchen Appliances | \$18,300 | \$17,600 | \$18,300 | \$17,600 |
| Equipment | Tables, Chairs, Benches, Receptacles (portable for community events) | \$5,900 | \$5,800 | \$5,900 | \$5,800 |
| Equipment | Community Centre Lighting | \$3,200 | \$3,200 | \$3,200 | \$3,200 |
| Equipment | Welcome Centre Theatre Lighting | \$3,200 | \$3,200 | \$3,200 | \$3,200 |
| Total | | \$123,500 | \$122,700 | \$123,500 | \$122,700 |

EXPECTED RESULTS AND PERFORMANCE INDICATORS:

| Year | Expected Results | Performance Indicators |
|--------|---|---|
| Year 1 | Better equipped theatre facility at the Welcome Centre | <ul style="list-style-type: none"> • theatre lighting and projector are installed • availability of renovated theatre space for community use is widely promoted |
| Year 1 | Better equipped, well maintained kitchen facility at the Community Centre | <ul style="list-style-type: none"> • new cooking appliances, refrigeration units are purchased and installed • kitchen and canteen areas are reconstructed with new flooring, walls, plumbing, doors, electrical, plumbing, lighting, ceilings and shelving/cabinetry • availability of renovated and improved kitchen facility for community use is widely promoted |
| Year 1 | Increased opportunity to host outdoor community events | <ul style="list-style-type: none"> • a portable sound unit, event tents, tables, chairs, benches and receptacles are purchased and made available for community use • availability of portable event equipment for community use is widely promoted |

CONDITIONS:

| Condition | Due |
|--|------------|
| copy of municipality's communication/promotion plan to the general community and user groups about the availability of improved kitchen space, theatre and portable event equipment | With LOA |
| copy of motion approved by council, along with the details for capital replacement plan related to all equipment to be purchased and renovations to be made as a result of the OTF grant | With LOA |
| copy of user agreements for Welcome Centre Theatre; Community Centre Kitchen; Portable event equipment | With LOA |
| copy of building permit for kitchen renovations | With LOA |

OTHER REQUIREMENTS:

| Requirement | Due |
|---|-------------------|
| confirmation from building code official that renovations made to the community centre kitchen and canteen areas meet the requirements of the Ontario Building Code | With Final Report |

PAYMENT AND REPORTS SCHEDULE:

| Due Dates yyyy-mm-dd | Reports | Payment Amounts |
|---------------------------------|---------------------|------------------------|
| 2012-07-19 | Letter of Agreement | \$0 |
| 2012-07-24 | | \$122,700 |
| 2013-10-28 | Final Report | \$0 |