

Letter of Understanding - 2015 Community Service Partnerships (CSP)

	Chris Brillinger
	Executive Director
Social Development, Finance & Administration	Reply to the attention of:
Community Resources Section	Barbara Finlay, Supervisor
100 Queen Street West	Community Funding Programs
15th Floor, East Tower, City Hall	Tel: 416-392-9126
Toronto, Ontario M5H 2N2	Fax: 416-392-8492
www.toronto.ca	bfinlay@toronto.ca

June 22, 2015

Mary Hansen, Executive Director
Storefront Humber Inc.
2445 Lake Shore Blvd. West,
Etobicoke, ON M8V 1C5

Dear Mary Hansen

City Council approved the provision of funding to your organization to support the delivery of programs in accordance with the City's Community Service Partnerships Program ("CSP"). This letter sets out the terms and conditions under which the funding is provided to your organization.

Funding

Your organization has been approved to receive a total amount of \$56,995.00

This amount includes the amount of \$22,328.00

which was paid to your organization by the City earlier this year.

The City shall pay the remaining amount of \$34,667.00

to your organization provided that your organization complies with the terms and conditions set out in this agreement.

The CSP Funding shall be used by your organization only for expenses incurred during the program funding period as indicated in the Release of Recommendations (formerly known as your CSP Summary Sheet) for your organization.

Within the program funding period, your organization may transfer up to 20% of an approved allocation from one approved program to a second approved program as set out in the Release of Recommendations, without additional approvals from the City. Any such changes must be reported to the City in your Year End Report.

Within the program funding period, your organization may move budgeted funds from one eligible budget line to another eligible budget line, as set out in the Release of Recommendations, without additional approvals from the City. Any such changes must be reported to the City in your Annual Report (formerly known as your Year End Report).

The City shall be entitled, in its sole discretion, to request the return of any portion of the CSP Funding which your organization did not use within the program funding period. If such a request is made, your organization shall immediately return the requested funds to the City. Your organization acknowledges and agrees that the provision of the CSP Funding under this agreement does not obligate the City to provide any additional or future funding to your organization through the CSP or any other City program.

Release of Funding

The City shall pay the final instalment of the CSP Funding to your organization after the following requirements have been met:

- your organization has returned a signed copy of this agreement;
- your organization has provided all outstanding documentation required for your organization's grant records to the City;
- your organization has met, as determined by the City, any conditions related to the release of the CSP Funding as set out in the Release of Recommendations.

If your CSP Funding has been approved with a funding condition related to its release, you must provide information to your Agency Review Officer to demonstrate that you have met any conditions by the 2015 Annual Report. The City, in its sole and absolute discretion, shall determine if the documentation provided by your organization demonstrates that any condition has been satisfactorily addressed. If, by the 2015 Annual Report, your organization has not met the conditions related to the release of the CSP Funding, the City shall be entitled, in its sole and absolute discretion, to determine that it will not provide any further funding to your organization. Your organization may make submissions to your Agency Review Officer if you cannot meet any outstanding conditions as required. Your Agency Review Officer may, in his or her sole and absolute discretion, agree to alternative arrangements. Your organization acknowledges and agrees that the decision of your Agency Review Officer on any matters related to funding conditions is final.

Use of Funding

Your organization shall use the funding provided under this agreement solely to provide the services described in the Release of Recommendations.

The services your organization provides with CSP Funding must take place within the boundaries of the City of Toronto unless the City, in its sole discretion, agrees otherwise.

Your organization shall not make material changes to the programs to which the CSP funding is applied without the prior written consent of the City, which consent may be withheld or given subject to such terms and conditions as the City considers appropriate. Material changes include a change in target group, service area, program model, or any other program modifications that alter the goals and objectives of the program.

The City shall be entitled, in its sole discretion, to request the return of any portion of the CSP Funding which your organization does not use for the provision of services as set out in the Release of Recommendations. If such a request is made, your organization shall immediately return the requested funds to the City.

Your organization shall not delegate performance of any of its responsibilities under this agreement to, or cause or permit same to be carried out by any other individual or legal entity without the prior written consent of the City, which consent may be withheld or given subject to such conditions as the City considers appropriate.

Reporting Requirements

An Annual Report of the 2015 funded program(s), including a financial statement for the funding period, shall be submitted by your organization within four months of the end of the program funding period as set out in the Release of Recommendations. This information shall be used to determine if the CSP Funding has been used for the approved purpose and to evaluate the impact of individual programs and the Community Service Partnerships program. Your organization agrees that this information may be shared within City programs, with the public through funding program reports and with other funders.

Your organization shall keep and maintain all records, invoices and other documents relating to this agreement in accordance with generally accepted accounting principles, and shall maintain such records for a minimum period of seven years. Your organization shall permit the City to review such records, invoices and other documents at all reasonable times until the end of the seven-year period provided that the City gives your organization a minimum of 24 hours notice of its intention to do so.

Acknowledgement of the CSP Funding

Your organization shall acknowledge the support of the City of Toronto Community Service Partnerships Program on any funded program materials, reports, events, signage or publicity which are paid for, in full or in part with the CSP Funding. The form and content of the acknowledgement shall be satisfactory to the City, acting reasonably.

Compliance with Laws

Your organizations shall comply with all applicable federal, provincial and municipal legislation, regulations and bylaws, including but not limited to Ontario Human Rights Code, the Occupational Health and Safety Act, Workplace Safety and Insurance Act, the Municipal Freedom of Information and Protection of Privacy Act, the Personal Health Information Protection Act, the Freedom of Information and Protection of Privacy Act and the Personal Information Protection and Electronic Documents Act, as applicable.

Organization's Contractual Status

Your organization, its agents, officers and employees in the performance of this agreement shall be taken to be acting in an independent capacity and not as agents, officers or employees of the City.

Your Organization, as the employer of its staff, shall be wholly responsible for all employment-related expenses and liability, including, but not limited to, salary, benefits, vacation, illness, termination and disability and workers compensation coverage for your staff, whether required by statute, at common law or otherwise. Under no circumstances shall the City be responsible for these payments at any time, whether directly or indirectly.

Default, Termination and Repayment

If any of the following events occur, the City shall be entitled to immediately terminate this agreement and request the repayment of all or part of the CSP Funding:

- your organization breaches any of the terms and conditions of this agreement, the 2015 Community Service Partnerships application materials or the requirements of any City of Toronto policy relating to grant recipients;
- your organization ceases operating, ceases to operate as a non-profit organization or collective, winds up or dissolves, merges or amalgamates with any other party, commences or has commenced against it any proceedings in bankruptcy, or is adjudged a bankrupt;
- your organization knowingly provided false information in the funding application;
- your organization used the CSP Funding for purposes not approved by City Council; or
- the City, acting reasonably, determines that there is a material adverse change in risk in your organization's ability to deliver programs safely and effectively.

If the City makes a request for the return of all or part of the CSP Funding under this section, your organization shall immediately return the requested funds.

Waiver, Release and Indemnity

The City shall not be liable for any damages, injury or any loss of use or profit of your organization arising out of, or in any way related to the CSP Funding.

Your organization shall at all times indemnify and save harmless the City of Toronto, its officers, employees, agents, invitees, successors and assigns (all of which are hereinafter called the "City Indemnitees") from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever made or brought against, suffered by or imposed on the City Indemnitees or their property in respect of any loss, damage, or injury (including fatal injury) to any person or property (including, without restriction, employees, agents and property of the City Indemnitees, or of your organization) directly or indirectly arising out of, resulting from or sustained as a result of your organization's performance of or failure to perform this agreement, excepting only those claims, demands, losses, costs, charges and actions that are a result of the negligence of the City Indemnitees.

General

Your organization shall:

1. inform the City of any changes to the contact person assigned to liaise with the City for the purposes of this grant agreement;
2. inform the City of any planned or unplanned changes in the Executive Director or most senior staff position;
3. inform the City of the date and time of the organization's Annual General Meeting, with the same notice period as provided for in the organization's by-laws for member notification;
4. inform the City of changes to its overall organizational structure, by-laws, strategic plans, board committee structure, membership structures, legal status, charitable status, and/or mandate;
5. inform the City of in-year budget changes that would result in the program no longer having sources of support in addition to the CSP funding.
6. inform the City of changes to its financial situation that result in the loss of funding larger than 10% of the most recent year's audited statement income and/or an audited financial statement that shows current liabilities larger than current assets.
7. co-operate fully with any audit or investigation or complaint enquiry conducted by the City in connection with the funded activity or the funding program;
8. maintain the physical security of all data, information, reports, materials, program and client records or other documents relating to the funded activities or this agreement.

City Contact person

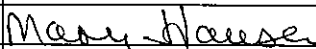
You may contact your Agency Review Officer directly, or by calling 416-392-9125 or by email at cgis@toronto.ca. Please direct all correspondence and questions to your Agency Review Officer. Your Agency Review Officer is your primary City contact for matters related to this funding and the funding agreement.

Agency Review Officer Oleg Segin
Email Address osegin@toronto.ca
Phone Number (416) 392-0102

Sincerely,

Jenn Miller, Manager
 Community Funding Programs

I/we have read, understand and agree to comply with the terms and conditions contained in this agreement. I/we have authority to bind the organization.

Name:	Mary Hansen	Name:	
Title:	Executive Director	Title:	
Signature:		Signature:	
Date:	July 13, 2015	Date:	