



## LETTER OF AGREEMENT

Between the City of Kelowna and:

**AGENCY NAME:** \_\_\_\_\_

Please state the legal nature of the recipient (e.g. an incorporated company, registered society, an individual, partnership, or other form of association.)

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Dated** Month \_\_\_\_\_, Day \_\_\_\_\_, Year \_\_\_\_\_

Acknowledging the terms and conditions of receipt of a:

- COMMUNITY SOCIAL DEVELOPMENT GRANT;
- GRANT TO ADDRESS THE SEXUAL EXPLOITATION OF YOUTH; or
- EMERGENCY GRANT.

awarded by the City of Kelowna in the amount of \$\_\_\_\_\_ in support of a Project named: \_\_\_\_\_

intended to: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### **A Financial Obligations:**

#### **1. THE AGENCY WILL:**

- a) provide written confirmation to the **Central Okanagan Foundation** that all anticipated funding from other agencies (as per the Grant Application) has been secured, prior to receiving the funds;
- b) submit to the **Central Okanagan Foundation** a revised Project budget reflecting the actual amount awarded and recommendations approved by City Council;
- c) keep accounting records and books in accordance with generally accepted accounting principles (GAAP), and maintain necessary controls and approvals in revenue and expense items;
- d) make available all financial books, records and operating procedures pertaining to the Project, and allow access during reasonable hours for review and audit; and,
- e) apply all revenue raised through the Project to the Project's operating budget, unless a prior written agreement with the **Central Okanagan Foundation Advisory** committee allows its use for other purposes.

**Updated in 2009.**

**2. THE CITY WILL:**

- a) release, once all criteria indicated in this letter have been met, 90% of the funds awarded to the Agency, the remaining 10% being held back to ensure completion of the Project;
- b) release, subject to the terms of section C - 1(h) below, the 10% hold-back portion described, once all required reports have been reviewed and approved by the **Central Okanagan Foundation Grant Manager**.
- c) reserve the right to request an audit of any grant recipient, the cost of such audit to be borne by the recipient agency.

**A B Insurance & Liability:**

**1. THE AGENCY WILL:**

- a) without limiting its obligations or liabilities under this agreement, procure and maintain, at its own expense and cost, the insurance policy as listed in the attached Certificate of Insurance;
- b) submit to the **Central Okanagan Foundation** the attached City of Kelowna Certificate of Insurance, duly completed and executed by its insurance agent, before receiving payment of the grant money identified by this agreement;
- c) maintain said insurance policy continuously from the date of commencement of the Project until the date of completion of the Project or such further period as may be specified in the Certificate of Insurance;
- d) be liable for all loss, costs, damages, and expenses whatsoever incurred or suffered by the City, its elected officials, officers, employees and agents (the Indemnities) including but not limited to damage to or loss of property and loss of use thereof, and injury to or death of a person or persons resulting from or in connection with the performance, purported performance, or non-performance of this agreement, excepting only where such loss, costs, damages and expenses are as a result of the sole negligence of the Indemnities; and,
- e) defend, indemnify and hold harmless the Indemnities from and against all claims, demands, actions, proceedings, and liabilities whatsoever and all costs and expenses incurred in connection therewith and resulting from the performance, purported performance, or non-performance of this agreement, excepting only where such claim, demand, action, proceeding or liability is based on the sole negligence of the Indemnities.

**C Project Administration and Completion:**

**1. THE AGENCY WILL:**

- a) give 30 days written notice to the **Central Okanagan Foundation** if it intends to discontinue the Project and notify the Central Okanagan Foundation immediately if the Project is discontinued unexpectedly;
- b) comply with all terms of this Agreement on matters arising prior to the date of termination;
- c) in the event of Project termination, reimburse the City as provided in Section C - 2 (g) below;
- d) immediately notify the **Central Okanagan Foundation** of changes to Project objectives or structure, completion date, method of delivery or completion, target clientele, staffing, funding or other Project elements;

**Updated in 2009.**

- e) allow Central Okanagan Foundation Grant Manager and/or Advisory committee members opportunities to observe the Project at mutually convenient times with due respect for client confidentiality;
- f) give public recognition to the City of Kelowna for its support of the services in any advertising or print materials, whenever appropriate;
- g) provide the City with copies of all published materials created as a result of the Project and the right to make use of same at its sole discretion;
- h) submit to the Central Okanagan Foundation within 90 days of the end of the Grant term, a detailed written report that:
  - (i) specifies how the agreed upon measurable performance targets were met; provides Project statistics and supplementary data as they relate to project goals, objectives and outcomes;
  - (ii) provides for effective monitoring of the relationships between needs and services and for cost sharing<sup>1</sup> with other levels of government; and,
  - (iii) includes a financial statement prepared in accordance with GAAP and certified correct by the Directors of the Agency or an independent auditor, showing all revenue and expenses related to the Project and detailing how the Grant funds were dispersed.
- i) reimburse the City in the amount of any funds that were not used in the completion of the project work identified as part of the grant application, and that were paid by the City for this purpose.

**2. THE CENTRAL OKANAGAN FOUNDATION ON BEHALF OF THE CITY WILL:**

- a) advise the Agency of any matters that materially affect this Agreement;
- b) give 30 days written notice of any changes in City policy that affect this or future Agreements;
- c) give 30 days written notice of any decision to alter or cancel the funding for this Project;
- d) provide assistance with inquiries regarding terms of this grant;
- e) review all reports and information provided by the Agency to determine if the terms under which the grant was approved have been met to the City's satisfaction;
- f) retain, until such sole discretion, to terminate the funding for this Project, to demand, full, partial or prorated a determination is made, the 10% holdback amount identified above;
- g) reserve the right, at its repayment of grant funds dispersed, to return the holdback portion to the Social Development Grant Reserve Fund and/or to refuse future Grant funding if the Agency:
  - (i) fails to perform the obligations it undertook in the Project proposal and budget;
  - (ii) fails to complete, discontinues or is about to discontinue its Project
  - (iii) is dissolved, amalgamated or merged with another society or becomes bankrupt
  - (iv) fails to provide accurate and timely reports and information as detailed above;
  - (v) fails to maintain adequate insurance as detailed above; or,
  - (vi) otherwise fails to satisfy the terms of this Agreement to the City's satisfaction.
- h) return any funds that were reimbursed under clause C-2 (g), above, or C-1(i), above, to the City's Social Development Grant Reserve.

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<sup>1</sup> For an emergency grant, this should include a detailed plan for future funding of services.

**Updated in 2009.**

**D General Provisions:**

1. The Agency will submit, if requested, complete information concerning all services provided by the Agency, complete details of all sources of funds and revenue, a complete list of Directors and other Agency officials, with due respect for personal confidentiality.
2. The Project and funding year shall be twelve (12) calendar months from the date on the first page of this Letter of Agreement.
3. This Agreement is subject to the policies and procedures of the Community Social Development Grant / Grant to Address the Sexual Exploitation of Youth programs and Social Planning Reserves adopted by City Council.

**Signed by:**

\_\_\_\_\_  
Please print name of authorized signing officer for the Agency

\_\_\_\_\_  
Signature of authorized signing officer for the Agency

Received by: Central Okanagan Foundation

\_\_\_\_\_  
For the City of Kelowna



# CERTIFICATE OF INSURANCE

This Certificate is issued to: The City of Kelowna  
**C/O Central Okanagan Foundation**  
217.1889 Springfield Road  
Kelowna, BC V1Y 5V5

Insured

Name:	
Address:	

Broker

Name:	
Address:	

Location and nature of operation or contract to which this Certificate applies:

Type of Insurance	Company & Policy Number	Policy Dates		Limits of Liability/Amounts
		Effective	Expiry	
Section 1 Commercial General Liability including: <ul style="list-style-type: none"> <li>• Products/Completed Operations;</li> <li>• Blanket Contractual;</li> <li>• Personal Injury;</li> <li>• Contingent Employer's Liability;</li> <li>• Broad Form Property Damage;</li> <li>• Tenant's Legal Liability</li> <li>• Non-Owned Automobile;</li> <li>• Cross Liability Clause.</li> </ul>				Bodily Injury and Property Damage  \$ <u>2,000,000</u> Inclusive \$ _____ Aggregate \$ _____ Deductible

It is understood and agreed that the policy noted above shall contain amendments to reflect the following:

1. Any Deductible or Reimbursement Clause contained in the policy shall not apply to the City of Kelowna and shall be the sole responsibility of the Insured named above.
2. The City of Kelowna is named as an Additional Insured.
3. 30 days prior written notice of material change and/or cancellation will be given to **the Central Okanagan Foundation** for the City of Kelowna.

\_\_\_\_\_

Print Name
Authorized Signatory
Date

