



# The City of Calgary Partnerships

## FAMILY AND COMMUNITY SUPPORT SERVICES FUNDING AGREEMENT

Approval of Standard Form of Agreement pursuant to Bylaw 49M2000, approval expires  
December 31, 2025

The City of Calgary		
Partnerships		
APPROVED	INITIALS	DATE
AS TO CONTENT		
AS TO FORM		

## **FAMILY AND COMMUNITY SUPPORT SERVICES FUNDING AGREEMENT**

THIS AGREEMENT made effective as of the X day of XXXXX, XXXX.

BETWEEN:

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

- and -

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

### **BACKGROUND**

The City, pursuant to the provisions of the *Family and Community Support Services Act*, RSA 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").

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.

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.

Council for The City, through recommendations by its Community Development Committee (CDC), establishes yearly, which volunteer not-for-profit organizations are to receive funding and in what amounts.

The Organization wishes to provide, to the citizens of Calgary, a certain community support Program under and in compliance with FCSS Calgary, and has applied to and been approved, on XXXX, by Council for The City to receive funding to be used in supplying the approved Program.

### **1. CONSIDERATION**

- 1.1 In exchange for The City providing funding as set out in this Agreement, the Organization agrees to the terms and conditions contained in this Agreement.

## 2. DEFINITIONS

2.1 In this Agreement, including the Background:

- (a) "Agreement" means this Family and Community Support Services Funding Agreement including any schedules attached hereto;
- (b) "CDC" means the Community Development Committee of Council for The City;
- (c) "FCSS Act" means the *Family and Community Support Services Act* (Alberta), as amended from time to time;
- (d) "FCSS Calgary" means The City's program to promote and support Preventive Social Programs and community support services in Calgary pursuant to and in compliance with the, Funding Agreement with the Province dated effective January 1, 2023 including its Schedules, *FCSS Act*, FCSS Program Policies, FCSS Regulation, Grants Regulation and The City's FCSS Policy CP2016-05 ("FCSS Policy");
- (e) "FCSS Program Policies" means the collective policies, as amended from time to time, established by the Department of Seniors, Community and Social Services (the "Department") at the Province relating to the Provincial Family and Community Support Services Program administered through the Province by the Department and any funding provided pursuant to that program;
- (f) "FCSS Regulation" means the Family and Community Support Services Regulation (Alberta) as amended from time to time;
- (g) "FSII" or "FCSS Social Inclusion Indicators" means the demographic and statistical data collected and used to measure the effects of program participation;
- (h) "Financial 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;
- (i) "Funding Proposal" means the funding application 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;
- (j) "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 5.1 or some other amount(s) as set forth in this Agreement;
- (k) "Grants Regulation" means the Ministerial grants regulation A.R. 215/2022 as amended from time to time;

- (l) "Manager" means the Manager of Community Partners within the Partnerships business unit of The City, or designate;
- (m) "Organization" means the XXXXX 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;
- (n) "Policy Manual" means the policies developed pursuant to clause 9.4 of this Agreement;
- (o) "Preventative 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;
- (p) "Program" means the approved community support to be provided to the citizens of Calgary by the Organization as set out in their funding application in Schedule "A";
- (q) "Program Financial Statement" means a statement of revenue and expenses to show use of Funds to provide Services as outlined in Schedule "A";
- (r) "Promotional Material" means any printed materials or digital content that refers to the Funds and/or Services;
- (s) "Schedule "A" means the Organization's proposal which is approved by The City attached to this Agreement and marked as Schedule "A", and which also includes the Organization's budget for use of the Funds;
- (t) "Term" means the period this Agreement is in force and effect as set out in clause 4.

### **3. INDEPENDENT BODY**

- 3.1 The Organization is an independent body under this Agreement. This Agreement does not result in the appointment or employment of the Organization or any person as an employee, officer or agent of The City.

### **4. TERM**

- 4.1 The Term of this Agreement shall be from XXXXX XX, XXXX to XXXXX 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 XXXXX XX, XXXX. If, at the date of termination of this Agreement, contract obligations of the Organization remain outstanding, the Organization shall continue to be bound by this Agreement until the Manager is satisfied that all such obligations have been met.

## **5. PAYMENT OF FUNDS**

- 5.1 Subject to the Organization complying with the terms and conditions of this Agreement and subject always to receipt of both anticipated funds from the Province of Alberta and Calgary City Council approval, for the period starting on XXXXX XX, XXXX and ending on XXXXX XX, XXXX, The City shall, provide funding to the Organization in the amount of \$XX,XXX.

## **6. PURPOSE OF GRANT**

- 6.1 The Funds shall be used only for the provision of the Program, in the manner set out in Schedule "A".

## **7. PROVISION OF PROGRAMS**

- 7.1 The Organization shall, during the Term, provide the Program to the citizens of Calgary under and in compliance with FCSS Calgary.
- 7.2 The Program shall be provided by the Organization in accordance with the Policy Manual, the Proposal and Schedule "A".
- 7.3 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;
  - (e) promote citizen participation in planning and delivery of the Program;
  - (f) ensure their elected volunteer Board of Directors represent the community at large and oversee the strategic direction of Organization and programs;
  - (g) explicitly state program is open to all Calgarians, regardless of race, religion, political, sexual orientation or other protected grounds;
  - (h) ensure the Board of Directors will enact bylaws in respect to staff hiring policies and practices which shall be in accordance with human rights legislation;
  - (i) ensure their 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;
  - (j) have documented policies acceptable to The City on nepotism, confidentiality, conflict of interest, human resources (including diversity, inclusion and equity),

financial (including approval of personal expenses and signing authorities), volunteer management, and board governance, to adhere to standards for not-for-profit organizations;

- (k) have documents related to Strategic, Business, Information & Technology Plans, organizational chart and list of Board of Directors (required documents); and
- (l) if in the discretion of the Manager, a documented 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.

7.4 In providing the Program, the Organization shall ensure that the Program will be delivered in compliance with the following requirements:

- (a) 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;
- (b) 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 position of dependance on others; or
  - Are otherwise at a greater risk than the general population of being harmed by person in a position of authority or trust relative to them;
- (c) 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.
- (d) 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.
- (e) When any or all the above conditions are not governed by legislation or professional standard, The City, in consultation with appropriate bodies, establish reasonable standards for the conduct of the specific programs.

7.5 In providing the Program the Organization shall comply with and meet the following additional conditions:

The Organization shall not make any public announcement or issue any press release relating to the entering into this Agreement, or The City's provision of the Funds, except in consultation with and upon receiving the approval of The City as to the contents of the announcement or press release, such request shall not be unreasonably withheld.

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## **8. FINANCIAL RESPONSIBILITIES OF THE ORGANIZATION**

- 8.1 The Organization shall expend the Funds according to Schedule 'A'. Any deviations from the budget set out in Schedule "A" that cumulatively are in excess of ten percent (10%) of the Funds, must first be discussed with and approved by the Manager.
- 8.2 Any Funds not used during the year in which they were received for the Program shall be returned to The City.
- 8.3 If The City provides supplemental funds to the Organization in addition to the amount referred to in clause 5.1, the additional amount will become part of the Funds and subject to all of the terms and conditions of this Agreement.
- 8.4 The Organization shall submit to The City, on or before XXXXX XX, an annual unaudited Program Financial Statement of revenue and expenses for the Funds from the previous calendar year (XXXXX XX to XXXXX XX) which is signed and dated by two (2) officers of the Organization with signing authority.
- 8.5 If the amount of Funds is more than Two Hundred and Fifty Thousand Dollars (\$250 000), then the Organization shall also submit to The City, within three (3) months after its fiscal year-end, an audited Program Financial Statement of revenue and expenses for the Funds.
- 8.6 The Organization shall submit to The City, within three (3) months after its fiscal year-end an audited Financial Statement for all operations of the Organization.
- 8.7 Audited financial statements required in this Agreement shall be completed and signed by a Chartered Professional Accountant who is independent of the Organization.
- 8.8 Financial record keeping and The City's right to audit:
  - (a) 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.
  - (b) 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.
  - (c) 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.

- (d) 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. Furthermore, The City shall have the right and ability to use, publish, or distribute all Records of the Organization as The City deems appropriate, subject to any applicable laws.
- (e) The costs of any audit, other than those costs of making records available as stated in 8.8(a) and (b), 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.
- (f) 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.

## **9. OTHER RESPONSIBILITIES OF THE ORGANIZATION**

- 9.1 The Organization will notify The City immediately 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.
- 9.2 The Organization will notify The City immediately if it intends to discontinue the Program.
- 9.3 The Organization will acknowledge The City as a source of funding on Promotional Materials in a suitable form approved by the Manager. The Organization's website shall also provide a link to the FCSS Calgary website.
- 9.4 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.
- 9.5 The Organization shall provide organization and program reports, FSII data, 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.
- 9.6 The Organization will provide an annual report of activities and results of the funded program under this Agreement by XXXXX XX of each year of this agreement.
- 9.7 The Organization will notify The City immediately if it 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.
- 9.8 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, RSA 2000, c. F-25.

- 9.9 If the Organization sets a fee schedule for the allocation of the Funds received it must be acceptable to the Manager.

## **10. INDEMNITY**

- 10.1 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.
- 10.2 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.

## **11. INSURANCE**

- 11.1 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.
- 11.2 The said insurance policies shall be written on an occurrence basis and shall remain in effect for the entire Term of this Agreement.

- 11.3 The insurance policies mentioned within this Article 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.
- 11.4 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.
- 11.5 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.
- 11.6 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.
- 11.7 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.

## **12. TERMINATION**

- 12.1 The Organization or The City may terminate this Agreement upon thirty (30) days' written notice to the other party. If The City or the Organization terminates the Agreement pursuant to this clause 12.1, the Organization will repay any Funds paid to it by The City pursuant to this Agreement upon demand by The City, except for the payment of expenses which have actually accrued as a result of this Agreement and prior to the termination.
- 12.2 The City has the right to terminate or reduce funding under this Agreement in any of the following circumstances, by giving thirty (30) days' Notice in writing to the Organization:
  - 1.1. financial commitment granted by the Province of Alberta to The City pursuant to the provisions of the FCSS Act is discontinued or reduced;
  - 1.2. the Organization, in the opinion of The City, is in breach of any term or condition of this Agreement;
  - 1.3. the Organization discontinues, or in the opinion of The City, is about to discontinue the Program;
  - 1.4. the Organization is dissolved or merged with another society or becomes bankrupt or if a receiver is appointed;
  - 1.5. the Organization, in the opinion of The City, provides its services in a manner which is unethical, discriminatory, or otherwise unacceptable to The City; or
  - 1.6. the Organization fails to perform the duties and obligations which it has undertaken in this Agreement;

12.3 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 seventy-five percent (75%) 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 Manager by Notice within fifteen (15) calendar days of receiving a Notice under this clause.

12.4 If this Agreement is terminated for any reason, or expires 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 containing sufficient information to inform The City of the activities, outputs, and outcomes of the Program

### **13. NOTICES**

13.1 Any notice under this Agreement is effectively given if delivered personally or sent by registered mail. Any notice sent by registered mail shall be deemed to have been received on the third business day from the date of mailing. The names and addresses of the parties are as follows:

- (a) To The City: Tim Mowrey, Manager, Community Partners  
The City of Calgary  
Partnerships (116)  
P.O. Box 2100, Station M  
Calgary, Alberta T2P 2M5  
tim.mowrey@calgary.ca
- (b) To the Organization: XXXXX  
XXXXX  
XXXXX  
Attention: XXXXX  
Title: XXXXX  
Email: XXXXX

#### **14.0 ASSIGNMENT**

- 14.1 The Organization will not assign this Agreement or subcontract the provision of the Services under this Agreement without the prior written consent of The City.

#### **15. GENERAL PROVISIONS**

- 15.1 The City shall give Notice to the Organization of any matters which materially affect this Agreement or FCSS Calgary.
- 15.2 The Program shall be performed in a proper professional manner in accordance with generally accepted professional standards.
- 15.3 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.
- 15.4 This Agreement is bound by and will be interpreted in accordance with the laws of the Province of Alberta.
- 15.5 Time is of the essence in this Agreement.
- 15.6 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.
- 15.7 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).

15.8 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.

**16. ADDITIONAL CONDITIONS**

16.01 This Agreement may be executed and scanned or otherwise signed electronically and delivered by electronic transmission and when so executed and delivered will be deemed an original and binding on the parties. This Agreement may be executed in one or more counterparts, each of which taken together, shall constitute only one legal instrument.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the day and year first above written.

**THE CITY OF CALGARY**

**Per:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** Partnership Specialist  
Prevention Investment Partnerships  
**Date:** \_\_\_\_\_

**XXXXX**

**Per:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Per:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_