



MACKENZIE COUNTY REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 24, 2014
Presented By:	Mark Schonken, Interim Director of Finance
Title:	ADDITION Field of Dreams Stampede Grant

BACKGROUND / PROPOSAL:

Farm Credit Canada (FCC) awarded a grant of \$20,000 to Field of Dreams Stampede, but requires partnering with a municipality to do the following:

- Receive and administer the funding on behalf of FCC;
- Ensure that funding is only used for the project;
- Maintain financial records; and
- Issue a receipt to FCC for the funding.

OPTIONS & BENEFITS:

The benefit is to provide assistance to non-profit organizations in the community to obtain funding.

COSTS & SOURCE OF FUNDING:

County staff will be used to administer the project on behalf of FCC.

SUSTAINABILITY PLAN:

N/A

COMMUNICATION:

N/A

Author: _____ Reviewed by: _____ CAO _____ JW _____

RECOMMENDED ACTION: (Require Unanimous)

That administration be authorized to enter into Farm Credit Canada AgriSpirit Funding Agreement in conjunction with the Field of Dreams Stampede Committee and that the grant funds of \$20,000 be released to the Field of Dreams Stampede Committee upon receiving the invoices for completed work.

Author: _____ Reviewed by: _____ CAO JW

Walter & Vicky

926-0735 (cell)

From: "Farm Credit Canada AS" <coagrispirit-esprit@fcc-fac.ca>
To: "Walter Krahn" <waltkrah@telus.net>
Sent: September 3, 2014 1:39 PM
Attach: correspondence.pdf; proposal.pdf; Completion Certificate - 2014 - Eng.doc; Certificat d'achvement - 2014- F.doc; Promotional Plan - 2014 - F.docx; Promotional plan 2014 - E.docx; Inflows vs outflows Eng-2014.doc; Inflows vs outflows FR-2014.doc
Subject: FCC AgriSpirit Fund _ Contract
 Hello,

I'd like to truly apologize for the emails of last week regarding our FCC AgriSpirit Fund. We had technical difficulties with our systems and as a result the communications pulled incorrect numbers. We thought we had it fixed when the second letter and contract were sent out but unfortunately it appeared the information was only updated in the letter and not the contract as well.

With that said, attached you will find another contract with all numbers correct and ready for signatures. If you have already signed and returned the previous one I thank you but ask that you use this version and send it in so all numbers are correct.

Please, if you have any questions at all regarding all of this, don't hesitate to call me at 306-780-6141 to discuss.

Again, we truly apologize and wish you great success on your project.

Thank you

Tracy Luscombe
FCC AgriSpirit Fund

Addition to
Agenda.
Sept 24/14

- money - will HD get check
- what do we need for ~~permitted~~ signage & where do we get it?
- can we just send a receipt for the bleachers
- FIRST letter SAID \$25,000.

non-profit society numbers - cannot double check on organization. - want to partner to assure the group is truly legit.
management of the grant at the municipal discretion.

9/16/14

Funding Agreement

FCC AgriSpirit Fund

This agreement is made effective September 3, 2014 (the "Effective Date").

Between:

Farm Credit Canada ("FCC")

and

Field of Dreams Stampede Committee (the "Recipient" or "you")

and

Mackenzie County (the "Municipality")

Whereas:

The Recipient wishes to carry out a charitable or community enhancement activity named Field of Dreams Stampede Committee (the "Project") for the purposes and according to the timeline and budget described in the Recipient's funding application ("Funding Application"), which is attached to and forms a part of this Agreement;

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1 Funding Amount

- (a) FCC agrees to provide you with a one-time contribution to the Project in the amount of \$ 20,000 (the "Funding Amount").
- (b) The Funding Amount will be delivered to you after the Effective Date set out at the top of this Agreement.
- (c) You understand and agree that your receipt of the Funding Amount does not imply a commitment on FCC's behalf of to provide any other funding beyond the terms described in this Agreement.
- (d) You agree that you shall not be eligible for, nor will you make application for, funding under the Recipient for a period of four years from the date of receipt of funding under this Agreement.

2 Funding Requirements

- (a) **Funding Amount only to be used for Project:** You agree that the entire Funding Amount must be used only for the Project you described in your Funding Application dated May 21, 2014 and the Project will be completed by the date described in your Funding Application.
- (b) **Reporting:** You agree to report to FCC regularly on any changes to the Project and you agree to permit FCC to inspect the Project at such times that FCC deems appropriate.
- (c) **Financial management:** You agree that you will keep the Funding Amount separate from your operating funds and agree to maintain adequate financial records that document your use of the Funding Amount, including records of payment, receipts and invoices. You agree that you will make your financial records related to management and use of the Funding Amount available to FCC at reasonable times.
- (d) **Unused funding to be returned to FCC:** You understand and agree that time is of the essence of this Agreement and agree to return any part of the Funding Amount that has not been used to pay for expenditures related directly to the Project to FCC.
- (e) **Reporting on completion:** Upon completion of the Project, you agree to provide FCC with a Certificate of Project Completion in a form acceptable to FCC, a final statement of cash inflows and outflows for the Project (including copies of invoices and receipts), and your narrative account of what was accomplished by the Project, including your confirmation that the Project was conducted in conformity with the terms of this Agreement.
- (f) **No changes unless approved in writing:** Any modification of the Project description, timeline or budget or alternative use of the Funding Amount must be agreed to by FCC in writing and in advance to be effective.

3 Recipient agrees to notify FCC of any change in status

You agree to immediately notify FCC of any material change in your status (including changes to senior management, key personnel or directors), the Project, or anything else that could reasonably be perceived as affecting your ability to carry out the Project or be otherwise eligible for the Funding Amount.

4 Recipient Representations and Warranties

(a) FCC relies on the truth, authenticity and accuracy your representations and warranties in this Agreement to confirm your eligibility for the Funding Amount. You agree that the information you provided to FCC in support of your funding application is true and accurate and you know of no reason why you might be considered by others to be ineligible.

Select one of the options that best describes your status as a funding Recipient:

We are the authorised representatives of a registered charitable organization within the meaning of the Income Tax Act of Canada

We are the authorised representatives of a registered not-for-profit corporation in good standing under the laws of Canada *and* have or will enter into a partnership agreement with a *municipality* where the municipality has agreed to:

- (i) Receive and administer the Funding Amount on our behalf;
- (ii) Ensure that the Funding Amount is used only for the Project;
- (iii) Maintain the financial records required by this Agreement; and
- (iv) Issue a receipt to FCC for the Funding Amount.

We are the authorised representatives of a municipality.

5 Advertising and Promotion

(a) You agree to cooperate with FCC in its advertising and promotion of the Project. This means that you will complete all of the advertising and promotion activities you described in your Funding Application. In addition you agree:

- (i) to ensure all advertising and promotions (for example: print, radio, TV, social media) relating to the Project prominently acknowledge the role and contribution of FCC;
- (ii) to provide FCC with reasonable notice of any and all media events concerning the Project and invite FCC to participate in all such events;
- (iii) to cooperate with FCC in any advertising and promotion plan FCC may have developed for the Project; and
- (iv) to provide FCC with photographs of the Project upon request.

(b) You agree to affix or erect permanent signage recognizing the financial contribution of FCC to the Project as FCC may request. FCC may but is not required to bear the cost of such signage and FCC's contribution to the cost of signage must be made in writing.

(c) You agree that you will make no use whatsoever of FCC's name, logo or initials without the express written consent of FCC.

6 Default and Remedies

(a) You are required to comply with all the terms of this Agreement. It is a default and failure to comply if:

- (i) You fail to complete the Project by the agreed to completion date or you fail to comply with any term of this Agreement;
- (ii) You use any part of the Funding Amount for a purposes other than for the Project; or
- (iii) FCC determines that any of the information you provided to FCC is false or misleading.

(b) In case of a default, FCC is entitled to do any of the following: terminate this Agreement, withhold any part of the Funding Amount, decline to advance further instalments of the Funding Amount, demand immediate repayment of all or part of the Funding Amount, pursue any and all legal rights and remedies available to it to recover the Funding Amount, and contact any government authority or regulator to advise it of the default of the Recipient.

7 Limitation of Liability and Indemnification

(a) In no event will FCC be responsible for any direct, or indirect, or consequential damages sustained by the Recipient or any agent, howsoever caused.

(b) The Recipient will indemnify and save harmless FCC - as well as its directors, officers, employees and agents - from and against all liability, claims, demands, losses, damages and actions including legal fees and disbursements, whatsoever and by whomever made for injury, death, environmental impact or property damage arising out of or in any way connected to the Project or FCC's funding under this Agreement.

8 Privacy Act and Access to Information Act

- (a) All personal information provided to FCC is protected under Canada's *Privacy Act*.
- (b) The Recipient acknowledges that FCC, as a federal Crown Corporation, is subject to the provisions of the *Access to Information Act of Canada* (the "Act"), which provides a right of access to information in records under the control of government. As a result this Agreement and any associated materials may be required to be disclosed by FCC in order for FCC to comply with the provisions of that Act.

9 Conflict of interest

- (a) You shall ensure that no officer or any directing mind of the Recipient or its agent is: (i) an employee or director of FCC, (ii) an immediate family member of an employee or director of FCC, (iii) a member of the House of Commons, or (iv) a former federal public office holder or servant governed by the *Conflict of Interest Code for Members of the House of Commons* and you shall ensure that no person described in this section shall be allowed to derive any financial advantage resulting from FCC's financial contributions under this Agreement.
- (b) You agree that you will immediately disclose to FCC without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

10 General

- (a) **Entire agreement:** This Agreement contains the entire agreement between the Recipient and FCC and supersedes all prior oral or written negotiations or agreements with respect to the same subject matter;
- (b) **No assignment:** The Recipient or its Agent is not permitted to assign any part of this Agreement to anyone without the written consent of FCC.
- (c) **Governing law:** This Agreement is governed by and interpreted according to the laws of Canada and of the Province of Saskatchewan.
- (d) **Further assurances:** The Recipient agrees to execute and deliver such further acts and do such things as FCC may reasonably request from time to time order give full effect to the purposes of this Agreement.
- (e) **Counterparts:** This Agreement may be executed in counterparts. Each counterpart will be deemed to be an original document and all of the counterparts will constitute one instrument notwithstanding the date of execution. A faxed or e-mailed scanned pdf-format copy of a signature of one Party will be deemed to be an original signature until such time as an original signature has been received by the other Party.

11 Notice

Any notice which FCC or the Recipient may desire or be requested to serve upon each other, shall be served on any business day in writing, by facsimile, by email or in to the address set out below. A party's address for notice must be made by advising the other parties in writing:

FCC Community Investment
 1800 Hamilton Street, Regina SK S4P 4L3
 FCC (306) 780-8100
 c oaqrispirit-esprit@fcc-fac.ca

Address Box 1023
 City La Crete
 Province Alberta
 Field of Dreams Stampede
 Committee Postal Code T0H 2H0_
 Email waltkrah@telus.net
 Telephone 780-926-0735

Your address _____

 Province _____
 Mackenzie County Postal Code _____

Email _____

Telephone _____

12 Acknowledgement and Consent of Municipality

(a) The undersigned municipality agrees to be bound by the terms of this Agreement and to act as the partner of the Recipient for the purposes of:

- (i) Receiving and administer the Funding Amount on behalf of the Recipient;
- (ii) Ensuring that the Funding Amount is used only for the Project;
- (iii) Maintain the financial records required by this Agreement; and
- (iv) Issuing a receipt for the Funding Amount to FCC

I agree to the terms of this Agreement and confirm that I have the authority to legally bind the undersigned to the terms of this Agreement:

Accepted on behalf of Field of Dreams Stampede Committee

Signature _____

Print Name _____

Print Position _____

I have authority to legally bind the Recipient

Accepted on behalf of Mackenzie County

Signature _____

Print Name _____

Print Position _____

I have authority to legally bind the corporation

Accepted on behalf of Farm Credit Canada

Brenda Stasuik

Director, Corporate Social Responsibility

I have authority to legally bind Farm Credit Canada