

**2022 CITY OF HAMILTON
CITY ENRICHMENT FUND AGREEMENT**

CITY OF HAMILTON hereinafter called "the City"

ORGANIZATION NAME: _____
hereinafter called "the Recipient" (*must reflect organization name submitted on application form*)

Funding Amount \$ _____ **We have registered for direct deposit.**
hereinafter called "the CEF Funds"

PROGRAMS, PROJECTS OR EVENTS(hereinafter called the "INITIATIVES") **FOR WHICH THE CITY ENRICHMENT FUNDS WERE APPROVED:**

_____ and as more fully described in the **Application Form**.

Payment of the City Enrichment Funds will occur only after the City receives the signed funding agreement (hereinafter called the "Agreement"). **Two** official representatives of the Recipient are required to sign this Agreement declaring that the Recipient will act in accordance with the Terms and Conditions outlined below. Please **return** form to Grant Co-ordinator at Grant.Coordinator@hamilton.ca with an original copy to City Hall, 71 Main Street West, 2nd Floor, Hamilton L8P 4Y5, attention: Grant Co-ordinator.

Recipient Contact Information

Contact Person: _____

Phone Number _____

Mailing Address: _____

(City, Postal Code) – CHEQUE IS MAILED TO THE NOTED ADDRESS

E-Mail Address: _____

I have read, understand and agree to comply with the Terms and Conditions contained in this Agreement. Note: Creation and Presentation Recipients for Arts Professionals only require one signature.

1. SIGNATURE _____

PRINT NAME _____

TITLE _____

I have the authority to bind the Corporation.

DATE _____

2. SIGNATURE _____

PRINT NAME _____

TITLE _____

I have the authority to bind the Corporation.

DATE _____

Availability of Information to the Public

Personal information in your grant application is collected under the authority of section 107 of the *Municipal Act, 2001* and will be used for the purpose of administering the Community Enrichment Fund and for statistical and reporting purposes. Information is subject to disclosure under the *Municipal Freedom of Information and Protection of Privacy Act*.

Please return form to Grant Co-ordinator at Grant.Coordinator@hamilton.ca with an original copy sent to City Hall, 71 Main Street West, 2nd Floor, Hamilton L8P 4Y5, attention: Grant Co-ordinator. For inquiries call, (905) 546-2424 ext. 4524 about the collection or require additional information about the municipal grant application process.

TERMS AND CONDITIONS

1. The Recipient acknowledges and agrees that the CEF Funds are solely used for the purpose(s) as described in the Application Form, or otherwise approved by City Council within the approved calendar year.
2. The Recipient acknowledges and agrees that the CEF Funds will be paid within the approved payment plan:

Upon Council approval and the receipt of the signed City Enrichment Fund Agreement, the following payment plan will apply:

\$0 - \$10,000	paid out 100% upon Council Approval
\$10,001 - \$100,000	paid 80% on Council Approval; 20% released November 1, 2022
Over \$100,000	paid monthly

City Enrichment Fund Agreements which are not completed and returned by first Monday of the November in the calendar year will result in the grant being forfeited.

3. The Recipient acknowledges and agrees that the City's investment in the Initiatives budget is not to exceed 30% of the total Initiatives budget per calendar year. The Recipient will track funding from all departments of the City (departmental budgets, Councillor contributions, area rating, etc.) and immediately inform the Grant Coordinator if funding exceeds the 30% rule from all sources within the City budget in a calendar year to discuss a repayment plan.
 4. Non-Returning applicants will be required to submit a complete final report for audit purposes.
 5. The Recipient acknowledges and agrees to carry out the Initiatives in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Initiatives.
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6. The Recipient acknowledges and agrees to not make any changes to the Initiatives without the prior written consent of the City.
 7. The Recipient acknowledges and agrees to return to the City any surplus or unspent CEF Funds to the City within 30 days after the scheduled completion of the Initiatives, unless an extension is granted by City Council. It is the responsibility of the Recipient to request an extension by contacting the Grant Coordinator in writing prior to the expiration of the 30-day period within a calendar year.
 8. Each of the following will constitute a default:
 - a) in the opinion of the City, the Recipient has knowingly provided false or misleading information regarding its request for funds or in any other communication with the City;
 - b) in the opinion of the City, the Recipient breaches any material requirement of the Application Form, this Agreement or approval of City Council.
 - c) the nature of the Recipient's operations or status changes so that it no longer meets one or more of the applicable eligibility requirements of the program under which the City provides the CEF Funds;
 - d) the Recipient makes an assignment, proposal, compromise or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; or
 - e) the Recipient ceases to operate.
 9. If a default occurs, the City may:
 - a) initiate any action the City considers necessary in order to facilitate the successful continuation or completion of the Initiatives;
 - b) suspend the payment of CEF Funds for such period as the City determines appropriate;
 - c) reduce the amount of the CEF Funds;
 - d) cancel all further installments of CEF Funds;
 - e) demand the repayment of an amount equal to any CEF Funds the City provided to the Recipient; and/or
 - f) terminate this Agreement immediately upon giving notice to the Recipient.
 10. The City's accounts receivable policies will apply with respect to any amounts owing by the Recipient.
 11. The City will not be responsible in any way for the carrying out of the Initiatives. The City will not be liable to the Recipient for liability, loss, damages (including indirect, special and consequential damages), costs, expenses, fees, which includes claims or proceedings, howsoever caused that arise out of or are in any way related to the Initiatives or this Agreement.
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12. The Recipient hereby agrees to defend, indemnify and save the City harmless from and against any and all liability, loss, damages (including indirect, special and consequential damages), costs, expenses, fees (including legal fees on a solicitor-client basis), which includes claims or proceedings with respect to personal injury (including death), copyright infringement and/or third party reliance upon published materials or product arising from the performance of the Recipient's obligations pursuant to this Agreement, except to the extent that same is caused by the negligence or willful misconduct of the City. This indemnity shall survive the termination of this Agreement.
13. The Recipient shall make available, if requested, for audit by the City in a reasonable time, the Recipient's books of accounts and supporting documentation to show the receipt and disbursement of the CEF Funds, for at minimum three (3) years from the date of funding approval by the City Council.
14. The Recipient shall be available for an on-site meeting during the funding year, if requested.
15. The Recipient acknowledges and agrees to acknowledge support from the City of Hamilton's City Enrichment Fund on any materials, reports, events, signage or publicity which are paid for in full or in part with this funding.
16. The Recipient acknowledges and agrees to notify the City of any conflict of interest situations or other contentious situations that may require the Recipient to seek legal counsel or where the information may become known to the general public via the media.
17. This Agreement shall remain in full force and effect until the payment and performance in full of all of the Recipient's obligations under this Agreement, unless earlier terminated by the City pursuant to this Agreement. All obligations of the Recipient will expressly, or by their nature, survive termination of this Agreement until, and unless, they are fulfilled, or by their nature expire.