

**THE CORPORATION OF THE CITY OF WINDSOR
POLICY**

Primary Owner:	Finance – Financial Planning	Policy No.:	CS.A2.03
Secondary Owner:	n/a	Approval Date:	January 21, 2013
		Approved By:	M-20-2013
Subject:	DISTRIBUTION OF GRANT FUNDING	Procedure Ref.:	n/a
		<i>Pages: 4</i>	Date: Jan. 21, 2013
Prepared By:	A. Varsa - Finance		Replaces: March 17, 2003 CR132/2003

1. PURPOSE:

- 1.1. To ensure that payment of, approved, grant funding only occurs upon the receipt of a duly authorized ‘Letter of Understanding.’
- 1.2. To ensure, approved, grant funding is distributed in accordance with payment schedules provided by budgetary or alternative resolutions.

2. SCOPE:

- 2.1. This policy applies to all non-statutory grant funding provided by the City of Windsor to external third party applicants.

3. RESPONSIBILITY

- 3.1. **City Council** is responsible to approve all grant funding to third parties.
- 3.2. The **Chief Financial Officer (CFO) & City Treasurer** or designate is responsible to:
 - 3.2.1. Develop and maintain business processes and procedures that facilitate the release of grant funds in accordance with this policy
 - 3.2.2. Ensure the payment of, approved, grant funding is in accordance with approved budget, Council resolution or Council interim budget resolution.
 - 3.2.3. Request and obtain, signed, Letters of Understanding prior to the payment of approved funds.
 - 3.2.4. Distribute and communicate this policy to all stakeholders including funding applicants.
 - 3.2.5. The review of this policy, at a minimum, every five years and update as required.

4. GOVERNING RULES AND REGULATIONS

- 4.1. Approved grant funding may only be released upon the receipt of a signed (by a duly authorized representative) Letter of Understanding from the funded agency.
- 4.2. Release of payment for approved grant funding must be in accordance with amount(s) defined in the approved budget, interim budget, or alternative Council resolution.

5. RECORDS & RELATED DOCUMENTS

- 5.1. Letter of Understanding – SAMPLE ONLY
- 5.2. Original, signed, Letters of Understanding are a commitment document to be retained, in Finance, in accordance with the City’s Retention By-Law



THE CORPORATION OF THE CITY OF WINDSOR

Onorio Colucci
Chief Financial Officer & City Treasurer

ocolucci@city.windsor.on.ca
E-MAIL ADDRESS

519-255-6100 Ext. 6234
TELEPHONE NUMBER

Letter of Understanding

Date

Agency Name
Agency Address
Agency Address

RE: Grant Funding

Dear Name,

City Council authorizes in its annual budget process amounts to be provided as grants. It is understood that grants are provided at the discretion of City Council and there is no inherent understanding on the part of Council or expectation on the part of the agency of automatic or recurring annual grants. In consideration of this grant, the Recipient hereby agrees to be bound by the obligations contained herein.

It is further understood that grants are issued on the specific condition that the services, which are to be provided with this funding must take place within City of Windsor boundaries and these services are as follows: *(based on specific agency)*

- To provide art and culture to the community within the City of Windsor.
- To provide live performances of orchestral music for people of Windsor and to be an educational resource by introducing children and adults to the joy and art of musical performance.
- To present visual art exhibitions, programming of workshops, lectures, film and video screening, performance and literary events.
- To encourage artistic and cultural endeavours in the Windsor Area.
- To provide social, recreational, educational, volunteer and service opportunities for older adults, 55 years and better.
- To attract new business, capital investment and other assessment and other employment-creating enterprises.
- To aid in strengthening, diversification and growth of existing businesses.
- To maintain and attract business and economic environment and to promote Windsor as a desirable location.
- To provide transportation services to the physically-handicapped in Windsor.

The grant is to be used by the end of the agency's fiscal year or the end of the City's fiscal year (December 31) whichever occurs later. Material changes to the nature of, or budget for the activities for which the grant has been made, must receive written consent from the City of Windsor prior to utilization of funds. Prior to submission of a subsequent request for funding communications must be made with respect to the intended use of any surplus funds from prior grants. Any unused portion of grant funding in

a year, remains the property of the City of Windsor and shall be returned to the City of Windsor immediately upon confirmation of its existence.

The support of the City of Windsor must be acknowledged by the recipients on any materials, reports, events, signage or publicity which are paid for, in full or part.

The City of Windsor at its cost reserves the right to audit the financial statements or operational affairs of the agency and upon reasonable request to do so, the agency shall make available at its premises all books and records to the City of Windsor or its agents.

Prior to the finalization of the budget, the Chief Financial Officer & City Treasurer as authorized by specific City Council resolution only, may distribute stopgap interim funds up to a defined percentage of the prior year approved grant. Such distributions are made under the same terms and conditions as the grant itself.

If you cease operating; cease to operate as a non-profit organization or collective; wind up or dissolve; merge or amalgamate with any other party; commence or have commenced against you any proceedings in bankruptcy, or are adjudged a bankrupt; knowingly provide false information in the grant application; use grant funds for purposes not approved by the City Council, the grant or unused portion thereof must, at the request of the City be repaid in whole or in part to the City of Windsor.

All outstanding financial commitments related to water, hydro, municipal taxes or any other debts owing to the City of Windsor and its local boards, agencies and corporations must be reconciled prior to signing this letter. Failure to maintain a debt free status with the City of Windsor and its local boards, agencies and corporations may result in an immediate discontinuance of grant payments and/or an offset of the outstanding debt against the grant otherwise payable.

In cases where there are debts owing (arrears, default on loan payments, disputed account payable, etc.), please identify whether the debt is owed to the City of Windsor or the local board, agency or corporation, and the amount owing. Also include any dispute resolution processes available to the parties.

Debt Owed to:

Debt Amount:

Dispute Resolution(s) Available:

The City of Windsor shall not be liable for any damages, injury or any loss of use or profit of the Recipient arising out of, or in any way related to, the grant Recipients' operations. The grant recipient shall indemnify the City, its officers, employees and agents, against all costs, damages and expenses incurred as a result of a claim or proceeding against the City related to the grant recipient's operations. The Agency has no expectation of further funding on an annual basis as it acknowledges that grants are provided at the discretion of City Council.

Two copies of this Letter of Understanding are provided. Please retain one copy for your files. Sign and return the second copy to Corporate Services at the address below:

350 City Hall Square West
Windsor, Ontario N9A 6S1

When a signed copy of the Letter of Understanding is received by this office, arrangements will be made for you to receive your cheque.

Sincerely,

Chief Financial Officer & City Treasurer

I/we have read, understand and agree to comply with the terms and conditions contained in this Letter of Understanding. I/we have authority to bind the organizations.

Name: _____

Title _____

Signature: _____

Date: _____

Name: _____

Title _____

Signature: _____

Date: _____

SAMPLE