



REPORT

TO: Mayor Avis and Council

FROM: Jason Kabel, Manager of Community Services

DATE: June 14, 2015

RE: Community Museum Operating Grant (CMOG) 2015

Preamble

In 2014 the Fort Frances Museum was again the beneficiary of the annual Grants Ontario program, Community Museum Operating Grant (CMOG) in the amount of \$21,519.00 that is determined by financial data from the previous year operations. Similarly, the application for 2015 is based upon financial information from 2014 and goals for 2015. As such, the Museum will apply for the maximum benefit allowable based upon the following metrics:

- operating hours, operating days, days per month for at least 8 months – 20 days/month minimum, number of full time paid positions supported, number of volunteers, volunteer hours, paying & non-paying visitors, school groups, student attendees, memberships (individual & family), website visits, and social media followers

Please find the annual Community Museum Operating Grant (CMOG) attached from the Ministry of Tourism, Culture, and Sport for our 2015 annual operating grant.

Recommendation

The Community Services Executive Committee recommends to Mayor and Council to authorize the submission of the 2015 Community Museum Operating Grant to the Ministry of Tourism, Culture, and Sport by Museum Curator, Sherry George and also to authorize the Mayor and Clerk to sign the grant application on behalf of the Town.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "J. Kabel".

Jason Kabel

| |
|--|
| <p>Council approval of this report will authorize the submission of the 2015 Community Museum Operating Grant (CMOG) to the Ministry of Tourism, Culture, and Sport by Museum Curator, Sherry George and also endorse signing of the grant application.</p> |
|--|

Community Museum Operating Grant reporting for year 2014

Required:

Organizational Chart for 2014 – Sherry George - curator.

One high school student worked 5 hours Saturdays until end of June, then two high school students split a work-week through summer and Saturdays until mid December.

Three university students were hired in the summer under various grants.

Contract position hired under MTF grant to transfer database & digitize newspapers concluded in mid March.

Separate attachments:

GOS CMOG Application Form 2015

2014 Activities Report

2014 CMOG Pay Equity Form

2014 CMOG Revenue & Expense Form

2014 Financial Information Return

2014 Museum Actuals (financial statement)

2015 Standards Evaluation Tool

Current Building Inspection Report

Approved Job Description (by Advisory Committee)

3 Months humidity/temperature/lux record

Instructions

This section provides information on how to complete and submit your application. Users of this application may also hover their cursor over any heading to learn more about the requirements.

How To Complete The Application

Before filling out the application read the entire PROGRAM/APPLICATION GUIDELINES. It may be useful to print a copy of the Program/Application guidelines to refer to while completing the application. There may be some questions on this application that you are NOT required to complete, these will be noted clearly in the Program/Application guidelines. Some programs require you to contact a ministry advisor prior to submitting your application.

Information about eligible organizations and expenses are detailed in the Program/Application guidelines.

Some fields in your application will already have the information you supplied during enrolment or from previous applications.

Answer each question fully or indicate "not-applicable" if the question is not relevant or does not apply to your project. Answers may vary in length depending on the nature of your project or program.

Provide reasons and supporting data where applicable to support your application. Demonstrate how your project addresses the grant program priorities.

Prepare necessary support materials. Ensure you have all of the necessary support materials electronically (either scanned, pdf or attachment). The required attachments are listed below.

Note that Ministry consideration of an application does not guarantee funding. Applications will be assessed on the basis of the information provided by the applicant within the completed application forms and for their ability to achieve the objectives of the program.

The Ministry cannot guarantee funding to all applicants, nor can the ministry ensure that the total amount requested by successful applicants will be granted. The ministry reserves the right, in its sole discretion, to fund or not fund any particular project or program for which an application is submitted. The decision to fund all or part on an applicant request will depend on its fit to the program priorities, assessment criteria and the overall demand of funds in the program.

Attachment, Requirements Checklist

- AGM minutes
- Actuals
- Annual Report
- Board Members
- Completed CMOG Revenue & Expense form
- Financial Audit
- Financial Information Return (FIR)
- Misc.
- New policies
- Org chart
- Other
- Pay Equity form
- Profile Report
- Review Engagement

Grant Case # 2015-06-1-112913577

Section A - Organization Information

This section displays general information about your organization submitted during the Grants Ontario enrolment process. To make a change to this information, please submit an Assistance Request through the Grants Ontario System. Once the change has been made, all future reports will include the updated information.

| | | |
|---|--|-------------------------------------|
| 1. Organization Name: Fort Frances Museum and Cultural Centre | 2. Organization Legal Name: Fort Frances Museum & Cultural Centre | |
| 3. Web Site URL: www.fort-frances.com/museum | | |
| 4. Type of Legal Entity: Municipality | 5. Year Established: 1978 | 6. Date Incorporated: 06/19/2012 |
| 7. Corporation Registration Number: | 8. Date of last AGM: | 9. Date of Next AGM: |
| | | |
| 10. Organization Mandate: | | |

Section B - Organization Address Information

This section displays address information about your organization submitted during the Grants Ontario enrolment process. To make a change to this information, please submit an Assistance Request through the Grants Ontario System. Once the change has been made, all future applications will include the updated information.

Primary Address:

| | | |
|--|-------------------------|--------------------------|
| 1. Street address 1: 259 Scott Street | | |
| 2. Street address 2: | | |
| 3. City: Fort Frances | 4. Province: Ontario | 5. Postal Code P9A1G8 |

Mailing Address:

| | | |
|--|-------------------------|---------------------------|
| 6. Street address 1: 259 Scott Street | | |
| 7. Street address 2: | | |
| 8. City: Fort Frances | 9. Province: Ontario | 10. Postal Code P9A1G8 |

Section C - Organization Contact Information

Information about key people in the organization, including whether they have signing authority or not. Note that only the first group of contact fields are mandatory. All other types of contacts are optional.

Organization Contact

General contact for the organization. The person who should receive general information from the Ministry including notification of grant opportunities, deadlines and news releases.

| | | | |
|---|----------------------------|-------------------------------|---|
| 1. * Salutation: Mrs. | 2. * First Name: Sherry | 3. * Last Name: George | 4. * Title: Curator |
| 5. * Phone Number (Work): 8072747891 | | 6. Phone Number (Mobile): | 7. * Email Address: sgeorge@fort-frances.com |



8. Signing Authority (Does this person have signing authority for your organization?)

Most Senior Official

This is the most senior elected or appointed official with whom a Minister of the Crown would correspond with (i.e. Mayor, Board Chair, Reeve, Chief, CEO)

| | | | |
|--|------------------------|----------------------------|--|
| 9. Salutation: Mr. | 10. First Name: Roy | 11. Last Name: Avis | 12. Title: Mayor |
| 13. Phone Number (Work): (807) 274-5323 | | 14. Phone Number (Mobile): | 15. Email Address: ravis@fort-frances.com |

☐ 16. Signing Authority (Does this person have signing authority for your organization?)

Other Senior Staff

This is the most senior member of the organization aside from the person listed as Most Senior Official (i.e. CEO, Executive Director).

| | | | |
|--|-------------------------|----------------------------|--|
| 17. Salutation: Mr. | 18. First Name: Mark | 19. Last Name: McCaig | 20. Title: CEO |
| 21. Phone Number (Work): (807) 274-5323 | | 22. Phone Number (Mobile): | 23. Email Address: mmccaig@fort-frances.com |

☐ 24. Signing Authority (Does this person have signing authority for your organization?)

Other Contact 1

Any other person with whom the Ministry might wish to contact or additional signing authorities e.g. Treasurer, CFO or Vice Chair

| | | | |
|--------------------------|-----------------|----------------------------|----------------------|
| 25. Salutation: | 26. First Name: | 27. Last Name: | 28. Title: Other1 |
| 29. Phone Number (Work): | | 30. Phone Number (Mobile): | 31. Email Address: |

☐ Signing Authority (Does this person have signing authority for your organization?)

Other Contact 2

Any other person with whom the Ministry might wish to contact or additional signing authorities e.g. Treasurer, CFO or Vice Chair

| | | | |
|--------------------------|-----------------|----------------------------|----------------------|
| 33. Salutation: | 34. First Name: | 35. Last Name: | 36. Title: Other2 |
| 37. Phone Number (Work): | | 38. Phone Number (Mobile): | 39. Email Address: |

☐ 40. Signing Authority (Does this person have signing authority for your organization?)

Section E - Grant Payment Information

Should your application be successful, this information will be used to make payments.

Payment Address:

Please select your organization's payment address from the drop-down list below. Once selected, the payment address fields below will be populated with the information related to the selected address. If your organization's payment address does not appear in the drop-down list, please complete the fields below manually.

1. Payment Organization: TOWN OF FORT FRANCES | 320 PORTAGE AVE

2. * Payment Organization Name (maximum 100 characters)

TOWN OF FORT FRANCES

3. * Street Address 1:

320 PORTAGE AVE

4. Street Address 2:

5. * City:

FORT FRANCES

6. * Province:

Ontario

7. * Postal Code

P9A 3P9

Payment Contact:

Individual who should be contacted for clarifications about banking information or financial matters

| | | | |
|---|----------------------------|---------------------------------|-----------------------------------|
| 8. * Salutation: Ms. | 9. * First Name: Laurie | 10. * Last Name: Witherspoon | 11. * Title: Treasurer |
| 12. * Phone Number (Work): (807) 274-5323 x248 | | 13. Phone Number (Mobile): | 14. Fax Number: (807) 274-8479 |
| 15. * Email Address: lwatherspoon@fort-frances.com | | | |

16. * Method Of Payment

Electronic Fund Transfer

Section F - Application Contact information

This is the person who will be the sole contact responsible for all communication with the Ministry in regard to this application.

| | | | |
|---|----------------------------|---------------------------|----------------------------------|
| 1. * Salutation: Ms. | 2. * First Name: Sherry | 3. * Last Name: George | 4. * Title: Curator |
| 5. * Phone Number (Work): (807) 274-7891 | | 6. Phone Number (Mobile): | 7. Fax Number: (807) 274-4103 |
| 8. * Email Address: sgeorge@fort-frances.com | | | |

Section G2 - Additional Questions

1. Provide the names of Board Members in 2014 including the number of years each has served on the board. (maximum 4,900 characters)

Debbie Ballard, Fort Frances resident, 4th year, chair
Bruce Caldwell, Fort Frances resident, 8th year, retired at year-end
Robert Schulz, Fort Frances resident, 4th year
Judy Kielczewski, Fort Frances resident, 4th year, resigned at year-end
Mary Hickling, Fort Frances resident, 2nd year

2. Provide the number of times the board met in 2014 including its AGM. (maximum 4,900 characters)

Ten meetings held in 2014: Jan 20; Mar 17; Apr 21; May 20; June 23; July 21;
August 19; Sept 22; Oct 20; Nov 17

No AGM - governed by municipality.

Section I - Performance Measures

There are set performance measures for all projects in this grant category. The target number or "Goal" is all that is required. In addition your project may have specific performance measures, these may be added to the blank areas of the chart.

| Ministry Provided Performance Metrics | | | | | |
|---------------------------------------|---|------------------------------|--|-----------|--|
| | | 1. Metric | 2. Description | 3. * Goal | |
| | 1 | # seasonal operating hours | This is the number of operating hours for Seasonal museums only. 360 hours minimum. | 0 | |
| | 2 | # seasonal operating days | This is the number of operating days for Seasonal museums only. 60 days minimum. | 0 | |
| | 3 | # year round operating hours | This is the number of operating hours for Year Round museums only. 1060 hours minimum. | 1,658 | |
| | 4 | # year round operating days | This is the number of operating days for Year Round museums only. 180 days minimum. | 295 | |

Grant Case # 2015-06-1-112913577

| | | | | |
|----|--|---|--------|--|
| 5 | # operating days per month | Number of operating days per month for at least 8 months (Year Round Museums). 20 days per month minimum. | 27 | |
| 6 | # full time paid grant positions | Number of full time paid positions supported by employment grants. | 1 | |
| 7 | # part time paid grant positions | Number of part time paid positions supported by employment grants. | 4 | |
| 8 | # full time positions not supported by a grant | Number of full time paid positions not supported by employment grants. | 1 | |
| 9 | # part time positions not supported by a grant | Number of part time paid positions not supported by employment grants. | 1 | |
| 10 | # of volunteers | Number of volunteers in 2014. | 89 | |
| 11 | # of volunteer hours | Number of volunteer hours in 2014. | 2,059 | |
| 12 | # of paying visitors | Number of paying visitors in 2014. | 1,145 | |
| 13 | # of non-paying visitors | Number of non-paying visitors in 2014. | 4,776 | |
| 14 | # of school groups | Number of school groups in 2014. | 13 | |
| 15 | Total # of students | Total number of students in 2014. | 261 | |
| 16 | # of individual memberships | Number of individual memberships in 2014. | 16 | |
| 17 | # of family memberships | Number of family memberships in 2014. | 21 | |
| 18 | # of institutional memberships | Number of institutional memberships in 2014. | 8 | |
| 19 | # of website visitors | Number of website visits in 2014. | 29,085 | |
| 20 | # of social media followers | Number of social media followers (Facebook, Twitter, etc.) | 149 | |

4. Comments (maximum 4,900 characters)

Client Provided Performance Metrics

| | | 1. Metric | 2. Description | 3. Goal | |
|---|---|-----------|----------------|---------|---|
| X | 1 | | | | + |

4. Comments (maximum 4,900 characters)

Section Y - Terms & Conditions

Terms and Conditions: Community Museum Operating Grant 2015-16

All grants awarded by the Ministry of Tourism, Culture and Sport are governed by terms and conditions. The general terms and conditions governing grants awarded under the Community Museum Operating Grant program are contained in this application form. By signing the application form and submitting it to the Ministry, the Applicant is agreeing with the Ministry to be bound by these terms and conditions if a grant is awarded.

In addition to these general terms and conditions the Ministry may specify other terms and conditions which will be contained in subsequent correspondence from the Ministry. The Applicant will be asked to agree to those terms and conditions by signing and returning that correspondence to the Ministry. Once the Applicant signs that correspondence and returns it to the Ministry, the terms and conditions contained in that correspondence will form part of the Applicant's agreement with the Ministry. The Ministry will not disburse Funding to the Applicant until the Applicant signs and submits to the Ministry both this application and any subsequent correspondence containing any additional terms and conditions.

All grant applications submitted to the Ministry are subject to the access-to-information provisions of the *Freedom of Information and Protection of Privacy Act* (the "Act"). The Act provides all persons with a legal right of access to information in the custody and/or control of the Ministry, subject to a limited set of exemptions. One such exemption is information that reveals a trade secret or scientific, technical, commercial, financial or labour relations information supplied in confidence, where disclosure could reasonably be expected to result in certain harms.

If an Applicant believes that any of the information it submits in connection with its grant application, grant, if any, or pursuant to the Terms and Conditions reveals any trade secret or scientific, technical, commercial, financial or labour relations information belonging to it and wishes to protect the confidentiality of such information, the Applicant should clearly mark the information "confidential". Marking the information "confidential" does not mean that the information will not be released if and as required under the Act. Rather, if the Ministry receives a request for access to that information, marked "confidential", the Ministry will contact the Applicant so that it may, if it wishes, make representations concerning release of the requested information.

The Applicant is advised that the names and addresses of grant recipients, the amount of grant awards, and the purpose for which the grants are awarded is information the Ministry makes available to the public. See Article 34.

Copies of the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, chapter F.31, as amended, are available from Publications Ontario at 777 Bay Street, Toronto ON M5G 2C8, telephone 416 585-7485 or 1 800 668-9938. The Act is also Internet accessible at:

<http://www.ipc.on.ca/index.asp?navid=73>.

1. Definitions

When used in these Terms and Conditions, the following terms will have the meanings ascribed to them below:

"Activities" means the operation of a Museum as per Regulation 877.

"Additional Conditions" means the terms and conditions referred to in Article 15;

"Agreement" means the Application (including cover and execution pages and any sections of the application) entered into between the Ministry and the Recipient, the Terms and Conditions and any instruments amending this agreement.

"Application" means this application form and the information provided by the Recipient herein;

"Applicant" means a non-profit corporation, council of a municipality, public library board, conservation authority, or Indian Band that is eligible for a grant under the application.

"Approval Letter" means the letter sent by the Minister of Tourism, Culture and Sport which confirms that the Recipient will receive Funding and sets out the amount of Funding which the Recipient may receive;

"Claims" means any and all liability, loss, costs, damages and expenses (including legal fees), causes of action, actions, claims, demands, lawsuits or other proceedings;

"Fiscal Year" means , the period commencing on the date of this Agreement and ending on first day that is March 31 following the date of this Agreement;

"Funding" means the funds provided to the Recipient by the Ministry;

"Ministry" means Her Majesty the Queen in right of Ontario as represented by the Minister of Tourism, Culture and Sport;

"Museum" means the institution operated by the Applicant and as defined in section 1 of the Regulation;

"OHA" means *Ontario Heritage Act*, c. 0.18, R.R.O. 1990, as amended;

"Pay Equity Funding" means the funds given by the Ministry to the Recipient to assist the Recipient in meeting its obligations under the *Pay Equity Act*, R.R.O. 1990, c. P. 7;

"Political Activity" means a political activity that is not a permitted ancillary non-partisan political activity of a registered charity under the *Income Tax Act (Canada)*, including without limitation the support of, or opposition to, a political party or a candidate for public office;

"Recipient" means the Applicant which has been awarded Funding and which has agreed to be bound by the Terms and Conditions;

"Regulation" means OHA, Regulation 877 R.R.O. 1990 as amended;

"Terms and Conditions" means the terms and conditions set out in this Application and any terms and conditions set out in subsequent correspondence from the Minister or Ministry.

2. Term and Notice

These Terms and Conditions shall be in effect for one (1) year from the date of the Approval Letter unless terminated earlier pursuant to either Article 11 or 12 of these Terms and Conditions.

Any notice or communication required or permitted to be given under these Terms and Conditions will be:

- a. in writing;
- b. delivered personally or by pre-paid courier, or sent by facsimile, certified or registered mail or postage pre-paid mail with receipt notification requested; and
- c. addressed to the applicant or the Ministry of Tourism and Culture, Culture Programs and Services Branch, as appropriate.

All notices will be effective at the time the delivery is made if the notice is delivered personally, by pre-paid courier or by facsimile; or three (3) days after the day the notice was deposited in the mail if the notice is sent by certified, registered or postage prepaid mail, unless the day the notice is effective falls on a day when the Ministry is normally closed for business, in which case the notice will not be effective until the next day that is a day when the Ministry is normally open for business.

3. Funding

3.1 the Ministry:

- a. shall provide Funding up to the amount indicated in the Approval Letter. The Ministry shall disburse the Funding to the Recipient at a time to be determined by the Ministry and,
- b. may adjust the amount of Funding to be provided to the Recipient based upon the Ministry's assessment of the reports provided to the Ministry pursuant to Article 16.

4. Condition Precedent

It is a condition precedent to the receipt by the Recipient of Funding under these Terms and Conditions that the Ministry is satisfied with the performance of the Recipient under any previous or concurrent grant agreement or terms and conditions with the Ministry. This condition is inserted for the benefit of the Ministry and may be waived at its option. Upon fulfilment or waiver of the condition, the Terms and Conditions shall be in force or binding on the Recipient and the Ministry.

5. Funding and Budget

5.1 The Ministry shall provide Funding up to the amount indicated by the Approval Letter and/or Ministry in writing. The Ministry shall disburse the Funding to the Recipient at its discretion.

5.2 Despite section 5.1 above, the Ministry:

- a. in its sole discretion, may adjust the amount of Funding to be provided to the Recipient in any Fiscal Year during which the Terms and Conditions are in effect based upon the Ministry's assessment of the reports provided to the Ministry pursuant to Article 16 of these Terms and Conditions;

6. Activities

6.1 Unless otherwise permitted by the Ministry in writing, the Recipient shall:

use the Funding to complete the objectives and achieve the outcomes described in the Regulation;

6.2 The Recipient shall not make any changes to the Activities or the time lines without the prior written approval of the Ministry.

6.3 The Recipient will carry out the Activities and their operations in compliance with all federal, provincial or municipal laws or regulations, or any orders, rules or by-laws related to any aspect of the Activities. The Ministry is not responsible in any way for the carrying out of the funded Activities.

7. Representations, Warranties and Governance

7.1 The Recipient represents warrants and covenants that:

- a. it is, and shall continue to be in compliance with all laws, including the requirements under the Regulation;
- b. all information (including information relating to any eligibility requirements for the Grant) the Recipient provided to the Ministry in support of its Application was true and complete at the time the Recipient provided it, and shall continue to be true and complete for the Term of this Agreement, in every respect except as set out to the contrary in this Agreement; and
- c. any Pay Equity Funding (if applicable) is being used solely for the purposes of fulfilling the Recipient's obligations under the Pay Equity Act.

7.2 The Recipient represents and warrants that:

- a. it has the full power and authority to enter into these Terms and Conditions; and
- b. it has taken all necessary actions to authorize the execution of this Agreement.

7.3 The Recipient represents, warrants and covenants that it has

- a. established, and shall maintain for the period during which this Agreement is in effect, by-laws or other legally necessary instruments to:
 - i. establish decision-making mechanisms;
 - ii. provide for the prudent and effective management of the Funding;
 - iii. establish procedures to enable the successful completion of the Activities; and
 - iv. establish procedures to enable the preparation and delivery of all reports required pursuant to Article 16.

7.4 Upon request, the Recipient shall provide the Ministry with proof of the matters referred to in this Article 7.

8. Holding of Funding

8.1 Until it is used in accordance with these Terms and Conditions, the Funding will be placed in an account that:

- a. resides at a Canadian financial institution; and
- b. is in the name of the Recipient.

8.2 If the Ministry flows the Funding to the Recipient prior to the Recipient's immediate need for the Funding the Recipient shall place the Funding in an interest bearing account.

8.3 If the Recipient earns any interest on the Funding:

- a. the Ministry may deduct the interest amount from any further Funding instalments; and/or
- b. the Recipient shall pay any interest to the Ministry as directed by the Ministry.

9. Assignment of Application or Funding

The Applicant/Recipient shall not assign this Application or the Funding or part thereof to another entity without the prior written consent of the Ministry, which consent may be unreasonably and arbitrarily withheld.

These Terms and Conditions will ensure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns.

10. Unused Funding

The Recipient agrees that any part of the Funding which has not been used and accounted for by the Recipient by the time the Terms and Conditions expire shall belong to the Ministry and shall be used only for the purposes agreed upon by

the Ministry or shall be returned to the Ministry immediately on the written request of the Ministry.

11. Termination by Ministry for Convenience

The Ministry may, in its sole discretion, without liability, cost or penalty, and without prejudice to any other rights or remedies of the Ministry under the Terms and Conditions or at law or in equity, terminate the Terms and Conditions at any time, for any reason, upon giving at least 30 days notice to the Recipient.

12. Termination and Corrective Action

12.1 The Ministry may terminate the Terms and Conditions immediately upon giving notice to the Recipient if:

- a. in the opinion of the Ministry:
 - i. the Recipient has knowingly provided false or misleading information regarding its Application or in any other communication with the Ministry;
 - ii. the Recipient breaches any term or condition of the Terms and Conditions;
 - iii. the Recipient is unable to complete the Activities or is likely to discontinue it;
 - iv. it is not reasonable for any reason for the Recipient to complete the Activities;
- b. the nature of the Recipient's business, or its corporate status, changes so that it no longer meets any applicable eligibility requirements under which the Ministry is providing the Funding;
- c. 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
- d. the Recipient ceases to carry on business;
- e. the Recipient uses Funding or any part of it for Political Activity.

12.2 If the Ministry considers that it is appropriate to allow the Recipient the opportunity to remedy the breach of these Terms and Conditions, the Ministry may give the Recipient an opportunity to remedy the breach by giving the Recipient written notice

- a. of the particulars of the breach;
- b. of the period of time within which the Recipient is required to remedy the breach; and
- c. that the Ministry will terminate the Terms and Conditions:
 - i. at the end of the notice period provided for in the notice if the Recipient fails to remedy the breach within the time specified in the notice; or
 - ii. prior to the end of the notice period provided for in the notice if it becomes apparent to the Ministry that the Recipient cannot completely remedy the breach within that time or such further period of time as the Ministry considers reasonable, or if the Recipient is not proceeding to remedy the breach in a way that is satisfactory to the Ministry.

12.3 If the Ministry has provided the Recipient with an opportunity to remedy the breach, and

- a. the Recipient does not remedy the breach within the time period specified in the notice;
- b. it becomes apparent to the Ministry that the Recipient cannot completely remedy the breach within the time specified in the notice or such further period of time as the Ministry considers reasonable; or
- c. the Recipient is not proceeding to remedy the breach in a way that is satisfactory to the Ministry;

The Ministry may immediately terminate the Terms and Conditions by giving notice of termination to the Recipient.

12.4 Despite the Ministry's right to terminate this Agreement pursuant to s. 12.1, the Ministry may, in addition to and in the alternative to s. 12.2, choose not to terminate this Agreement and may take whatever corrective action it considers necessary and appropriate, including suspending Funding for such period as the Ministry determines, to ensure the successful completion of the Activities in accordance with these Terms and Conditions.

12.5 In the event of termination under this Article, the effective date of termination shall be the last day of the notice period, the last day of any subsequent notice period or immediately, whichever applies.

13. Funding Upon Termination

If the Terms and Conditions are terminated by the Ministry pursuant to Article 11 or Article 35, the Ministry may:

- a. cancel all further Funding instalments; and/or
- b. demand the repayment of any Funding (including any interest) remaining in the possession or under the control of the Recipient that are not required by the Recipient;

and the Ministry will determine the Recipient's reasonable costs to terminate the Activities (if such action is necessary) and allow the Recipient to set-off such costs against the amount owing by the Recipient to the Ministry. In no event will the Ministry be responsible for any amount by which the costs exceed the amount owing.

If the Terms and Conditions are terminated by the Ministry pursuant to Article 12, the Ministry may:

- a. cancel all further Funding instalments; and/or
- b. demand the repayment of any Funding in whole or in part (including any interest) , or an amount equal thereto.

14. Repayment of Funding by Recipient

If the Ministry demands the repayment of any part of the Funding funds pursuant to the Terms and Conditions the amount demanded shall be deemed to be a debt due and owing to the Ministry and the Recipient shall pay the amount to the Ministry immediately unless the Ministry directs otherwise. The Ministry may charge interest on any amount owing by the Recipient at the then current rate charged by the Province of Ontario on accounts receivable. The Recipient will pay the amount demanded by cheque payable to the "Minister of Finance, Ontario" and mailed to the Ministry of Tourism, Culture and Sport to the attention of the Program Assistant as provided for on page 1 of the Application. The Recipient agrees that any part of the Funding which has not been used or accounted for by the Recipient by the time these Terms and Conditions expire or are terminated will be used only for the purposes agreed upon by the Ministry or will be returned to the Ministry immediately on the written request of the Ministry.

15. Additional Conditions

The Recipient will comply with any Additional Conditions. The Ministry shall be entitled, at any time, to impose such additional terms or conditions on the use of the Funding which it, in its sole discretion, considers appropriate for the proper management and expenditure of the Funding and the carrying out and completion of the Activities and shall be entitled to impose such terms and conditions on any consent granted pursuant to the Terms and Conditions.

16. Reports

The Recipient shall submit:

- a. A financial report for the Applicant's previous fiscal year to the Ministry;
- b. A completed Schedule B, if the recipient receives Pay Equity Funding;
- c. A final report on its Activities from the previous year;
- d. Such other reports as the Ministry may require from time to time;

Reports shall be in a form satisfactory to the Ministry and shall include all details requested by the Ministry. The Recipient shall provide with the final report copies of all materials, products or resources developed using the Funding. All reports shall be signed by an officer of the Applicant/Recipient authorized to sign for and bind the Recipient.

Upon request, the Recipient shall submit a final audited financial statement to the Ministry, in addition to the final report; within the time period stipulated by the Ministry. If audited statements are not normally prepared by the Recipient; the Ministry may request a review engagement report which accounts for Grant revenue and expenditures prepared by an accredited accountant external to the Recipient.

17. Acknowledgement

The Recipient acknowledges that the Ministry may make public the name and business address of the Recipient, the amount of the Funding and the purpose for which the Funding has been provided.

The Recipient agrees to acknowledge the support of the Ministry and the Government of Ontario,

- a. by displaying
 - i. the following words: The support of the Government of Ontario, through the Ministry of Tourism, Culture and Sport, is acknowledged, (the "Acknowledgement")

- and
- ii. the Province of Ontario Trillium logo (the "Ontario Logo"), word mark (the "Ontario Word Mark"), as directed by the Ministry on approval of the Activities,

in all copies of interim or final reports produced for the Activities or with the Funding or under the Terms and Conditions and in all advertising and publicity relating to Activities;

- b. by displaying the Ontario Logo or Ontario Word Mark, as the case may be, in colour wherever and whenever it is financially feasible to do so;
- c. by displaying the Acknowledgement and the Ontario Logo or Ontario Word Mark, as the case may be, prominently;
- d. the Recipient will not make any public announcement, news release, advertising or other form of publicity regarding the Funding received until permission to do so is received from the Ministry; and
- e. will advise the Ministry in writing of any public communication, interview, media event, report or presentation that is expected to refer to the Activities and provide the opportunity for the Ministry to be present where appropriate. The Recipient will provide the Ministry with a minimum of ten (10) business days prior written notice of such events, or as soon as the Recipient is aware of such events.

18. Disclaimer

The Recipient shall prominently display the following disclaimer in all reports and materials produced for the Activities or with the Funding or under the Terms and Conditions:

The views expressed herein are those of

and do not necessarily reflect those of the Programs and Services Branch, the Ministry of Tourism, Culture and Sport, or the Government of Ontario.

19. Accounting and Audit

19.1 The Recipient shall keep and maintain all records, invoices, and other documents relating to the Funding, including all documents substantiating its competitive purchasing, in a manner consistent with generally accepted accounting principles, as set out by the Canadian Institute of Chartered Accountants and its Handbook, and in accordance with generally accepted bookkeeping practices, and shall maintain such records and keep them available for review by the Ministry and its agents for a period of seven (7) years from the date of the expiry or termination of these terms.

19.2 The Recipient will maintain all non-financial documents and records relating to the Funding or the funded Activities, including any records it receives about the people it serves, in a confidential manner consistent with all applicable law.

19.3 The Recipient authorizes the Ministry or its authorized representatives may, upon twenty-four (24) hours' notice to the Recipient and during normal business hours:

- a. enter the Recipient's premises to review the status and manner of operation of the Activities;
- b. inspect and copy any financial records, invoices and documents in the possession or under the control of the Recipient which relate to the Funding or otherwise to the Activities;
- c. inspect and copy non-financial records in the possession or under the control of the Recipient which relate to the Funding or otherwise to the Activities, except that, where such records relate to a third party served by the Activities, the Ministry will obtain the consent of the third person before inspecting or copying such records; and
- d. conduct a full or partial audit or investigation of the Recipient in respect of the Activities.

19.4 To assist the Ministry in the task described in this Article, the Recipient agrees to provide any additional information reasonably required by the Ministry.

19.5 The purposes for which the Ministry may exercise its rights under this Article include:

- a. determining for what items and purposes the Recipient expended the Funding;
- b. determining whether, and to what extent, the Recipient expended the Funding with due regard to economy and efficiency; and
- c. determining whether the Recipient completed the Activities effectively and in accordance with the Terms and Conditions.

19.6 For greater clarity, the Ministry's rights under this Article are in addition to any rights provided to the Auditor General pursuant to Section 9.1 of the *Auditor General Act* (Ontario).

20. Competitive Purchasing of All Goods and Services

The Recipient will manage the Activities wisely and prudently achieving value for money. The Recipient will acquire all supplies, equipment and services, including any advertising-related services, purchased with the Funding through an appropriate competitive process. For goods and services the cost of which exceeds \$5,000.00, the Recipient will, at a minimum, obtain at least three written quotes unless:

- a. the expertise the Recipient is purchasing is specialized and is not readily available; or
- b. it is unreasonable for the Recipient to obtain three (3) quotes because the Recipient has already researched the market for another similar purchase and knows the market.

21. Conflict of Interest

21.1 The Recipient will carry out the Activities and use the Funding in a manner that no person associated with the Activities in any capacity will have a potential or actual conflict of interest.

21.2 For these purposes, a conflict of interest includes a situation in which the person associated with the Activities and any member of his or her family is able to benefit financially from his or her involvement in the Activities. Nothing in this Article shall prevent volunteers from receiving reasonable out-of-pocket expenses incurred in connection with the Activities. The Recipient shall disclose to the Ministry without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

21.3 The Recipient will disclose to the Ministry without delay any situation that may be reasonably interpreted as either an actual or potential conflict of interest.

22. Circumstances Beyond the Control of Either Party

Neither party shall be responsible for damage caused by delay or failure to perform under the terms of the Terms and Conditions resulting from matters beyond the control of the Ministry and the Recipient including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other civil insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against.

23. Amendment and Waiver

No amendment of or addition to these Terms and Conditions will be valid unless it is in writing and signed by each party.

A waiver of any failure to comply with any of the Terms and Conditions must be in writing and signed by the party providing the waiver.

Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply, whether occurring prior thereto, at the same time or thereafter.

24. Ministry and Recipient Independent

The parties are and shall at all times remain independent of each other and are not and shall not represent themselves to be the agent, joint venturer, partner or employee of the other. No representations shall be made or acts taken by either party which could establish or imply any apparent relationship of agency, joint venture, partnership or employment and neither party shall be bound in any manner whatsoever by any agreements, warranties or representations made by the other to any other person or with respect to any other action of the other party.

25. Severability of Provision

The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of any other provision of these Terms and Conditions and any invalid or unenforceable provision will be deemed to be severed.

26. Two or More Applicants

Where two or more Applicants sign this application form, each Applicant shall be jointly and severally liable (each completely and individually liable) to the Ministry for the fulfillment of the obligations under the Terms and Conditions.

27. Time of Essence

Time will be of the essence in all respects. No extension of or waiver pursuant to these Terms and Conditions will operate as a waiver of this provision.

28. Sustainability

The Recipient agrees to operate all aspects of the Activities for the total period for which the Funding has been requested in the Application.

29. Governing Law

These Terms and the rights, obligations and relations of the parties to these terms will be governed by and construed in accordance with the laws of the province of Ontario. The parties irrevocably attorn and submit to the exclusive jurisdiction of the courts of the province of Ontario and all courts competent to hear appeals therefrom.

30. Further Assurances and Consents

The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Terms and Conditions to its full extent. The Recipient acknowledges that the Ministry may impose conditions on any consent it provides pursuant to these Terms and Conditions.

31. Interpretative Value of Agreement Documents

In the event of any conflict or inconsistency between any part of this Application and these Terms and Conditions, these Terms and Conditions will prevail over any other part of this Application.

The division of these Terms and Conditions into schedules, articles, sections, clauses, paragraphs and the insertion of headings are for the convenience of reference only and will not affect the construction or the interpretation of these Terms and Conditions.

32. Appropriation

Despite any other provision of these Terms and Conditions, any payment by the Ministry under these Terms and Conditions is subject to there being an appropriation for the Fiscal Year in which the payment is to be made and there being funds available. Furthermore, should the Ministry's funds be reduced or otherwise become unavailable by non-appropriation by the Legislative Assembly of Ontario, the Ministry may:

- a. reduce the amount of the Funding and/or;
- b. in accordance with Article 13 terminate the Funding immediately upon giving notice to the Recipient.

33. Number and Gender

These Terms and Conditions will be read with all changes in gender or number as required by the context.

34. Freedom of Information and Protection of Privacy Act (FIPPA)

34.1 The Recipient acknowledges that the Ministry is bound by *FIPPA* and that any information provided to the Ministry in connection with these Terms and Conditions or the Application is subject to disclosure in accordance with the requirements of that Act.

34.2 The Recipient acknowledges that the Ministry may make public the name and business address of the Recipient, the amount of the Funding and the purpose for which the Funding has been provided.

35. Survival

Upon the expiration or termination of these Terms and Conditions, the following provisions will survive:

- Articles 8 (Holding of Funding),
- 9 (Assignment of Application or Funding),
- 10 (Unused Funding),
- 11 (Termination by Ministry for Convenience),
- 12 (Termination and Corrective Action),
- 13 (Funding upon Termination),
- 14 (Repayment of Funding by Recipient),
- 16 (Reports),
- 17 (Acknowledgement),

Grant Case # 2015-06-1-112913577

18 (Disclaimer),
19 (Accounting and Audit),
20 (Competitive Purchasing of All Goods and Services),
23 (Amendment and Waiver),
32 (Appropriation),
34 (FIPPA),
35 (Survival).

Section Z - Declaration / Signing

Applicants are expected to comply with the *Ontario Human Rights Code* (the “Code”) and all other applicable laws (<http://www.ohrc.on.ca/en/ontario-human-rights-code>). Failure to comply with the letter and spirit of the Code will render the applicant ineligible for a grant and, in the event a grant is made, liable to repay the grant in its entirety at the request of the Ministry.

Applicants should be aware that Government of Ontario institutions are bound by the *Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31* (<http://www.ipc.on.ca/index.asp?navid=73>), as amended from time to time, and that any information provided to them in connection with this application may be subject to disclosure in accordance with that Act. Applicants are advised that the names and addresses of organizations receiving grants, the amount of the grant awards, and the purpose for which grants are awarded is information made available to the public.

Declaration

The Applicant hereby certifies as follows:

- (a) the information provided in this application is true, correct and complete in every respect;
- (b) the Applicant understands any funding commitment will be provided by way of an approval letter signed by the responsible Minister and will be subject to any conditions included in such a letter. Conditions of funding may include the requirement for a funding agreement obligating the funding recipient to report on how the funding was spent and other accountability requirements;
- (c) the Applicant has read and understands the information contained in the Application Form;
- (d) the Applicant is aware that the information contained herein can be used for the assessment of grant eligibility and for statistical reporting;
- (e) the applicant understands that it is expected to comply with the *Ontario Human Rights Code* and all other applicable laws;
- (f) the Applicant understands that the information contained in this application or submitted to the Ministry in connection with the grant is subject to disclosure under the *Freedom of Information and Protection of Privacy Act*;
- (g) the Applicant is not in default of the terms and conditions of any grant, loan or transfer payment agreement with any ministry or agency of the Government of Ontario;
- (h) I am an authorized signing officer for the Applicant.

Mrs. Sherry George
Curator
(w): 8072747891
(c):
E-mail: sgeorge@fort-frances.com

Signature_____
Date/Time Field

Grant Case # 2015-06-1-112913577

Additional Signing Authority:

| | | | |
|----------------------|------------------------|----------------|--------|
| Salutation: | First Name: | Last Name: | Title: |
| Phone Number (Work): | Phone Number (Mobile): | Email Address: | |

Signature_____
Date/Time Field