



## **Community Service Partnerships (CSP) program Terms and Conditions**

At its meeting of December 16 and 17, 1998 City Council approved the report “City of Toronto Grants Policy” which sets out a City of Toronto grants policy. The purpose of the policy is to establish standards and common practices for all its grant-making activities to ensure consistency and fairness. The list of conditions includes general conditions for all organizations receiving grants from the City of Toronto, as well as terms specific to the administration of the Community Service Partnerships program.

If funding is granted by the City of Toronto (the “City”) from the Community Service Partnerships program the applicant (the “Recipient”), by signing the application authorization in the Application Summary and Approval of the Community Service Partnerships program application form, acknowledges the following conditions and agrees to them.

1. Use and Purpose of the CSP funds
  - 1.1 The CSP funds shall be used only for the purposes approved by City Council, as further described in the CSP application form, and set out in the Letter of Understanding. Community Service Partnerships program funds will be used by the Recipient to support and sustain the social well being of Toronto’s communities by building community capacity, supporting vulnerable communities, and addressing community service needs.
  - 1.2 The CSP funds Recipient shall notify the City of any proposed material changes to the nature of, or budget for, the activities for which the funding has been made and shall use the funding for such altered activities only with the prior written consent of the City.
  - 1.3 The CSP funds Recipient shall not transfer or assign the funding or any part thereof to another organization or individual, without the prior written consent of the City.
  - 1.4 Any funds awarded will be put to their intended use by (date) unless the City has provided prior written approval regarding extension.
  - 1.5 Any unused portion of the CSP funds remains the property of the City. If an unused portion of the CSP funds has already been paid by the City to the Recipient, it shall be repaid by the Recipient to the City on request.

## 2. Municipal Freedom of Information and Protection of Privacy Act.

The information provided in the CSP application and progress reports is subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. All granting decisions are publicly available.

The *Municipal Freedom of Information and Protection of Privacy Act* (the Act) applies to all CSP applications submitted to the City of Toronto. CSP applications will be received in confidence subject to the disclosure requirements of the Act.

Questions about the Act should be directed to Susan Anthistle, Acting Director Corporate Access and Privacy Office, Metro Hall, 55 John Street, Toronto, Ontario, M5V 3C6. Telephone: 416-392-9683.

## 3. Anti-Racism, Access and Equity Guidelines

The Recipient must complete and file a Declaration of Non-Discrimination, indicating the organization has adopted and upholds a policy of access and non-discrimination based on the City's Human Rights Policy. The Recipient will work actively to integrate anti-racism, access and equity, throughout their operations, in accordance with the City's approved Anti-Racism, Access and Equity Policy as it relates to all CSP recipients.

## 4. Repayment of CSP funding

4.1 The CSP funds Recipient shall, at the request of the City, repay to the City the whole or any part of the funding as determined by the City, if the CSP funds Recipient:

- (a) ceases operating;
- (b) ceases to operate as a non-profit organization or collective;
- (c) winds-up or dissolves;
- (d) merges or amalgamates with any other party;
- (e) commences or has commenced against it, any proceedings in bankruptcy or is adjudged a bankrupt;
- (f) has knowingly provided false information in its CSP application;
- (g) uses CSP funds for purposes not approved by City Council;
- (h) breaches any of the terms or conditions of the grant; or
- (i) breaches any of the provisions of the Ontario Human Rights code in its operations.

4.2 The Recipient shall notify the City of the occurrence of any of the events referred to in clauses 4.1 (a) through (e).

4.3 The City may, in its sole discretion, require the Recipient to pay interest on any amount required to be repaid pursuant to this section at the prime rate of the Royal

Bank of Canada from the date of the request for repayment to the date of repayment.

5. Accounting

5.1 The Recipient shall keep and maintain all records, invoices and other documents relating to the CSP funds in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records for a period of three (3) years from the date of approval of the funding by City Council.

5.2 The CSP funds Recipient shall keep records of names, titles and salaries of persons whose positions are funded by the City, in whole or in part, and provide this information to the City on request.

5.3 The Recipient authorizes the City and its agents at all reasonable times to inspect and copy any and all records, invoices and documents in the custody or control of the Recipient which relate to the CSP funds, for a period of three (3) years from the date of approval of the funding by City Council. This right of inspection includes the right to perform a full or partial audit of the aforementioned records, as considered appropriate by the City.

6. Limitation of Liability and Indemnification

6.1 The City 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 CSP funds Recipient's operations.

6.2 The Recipient shall indemnify the City, its officers, employees and agents, against all costs, damages and expenses incurred as a result of a claim or proceedings related to the CSP funds Recipient's operations, unless such costs, damages or expenses arise from the negligence or wilful act of an officer, employee or agent of the City.

7. Further Conditions

The City shall be entitled, at any time, to impose such additional terms and conditions on the use of the CSP funds which, in its sole discretion, it deems appropriate.

8. CSP Funds Payments

When a funding is approved, the Recipient will be advised in writing as to the amount, timing and payment schedule for the funding.

9. Acknowledgement of funding

The Recipient will acknowledge the support of the City of Toronto, Community Service Partnerships program on any materials, reports, events, signage or publicity, which are paid for, in full or in part with this funding.

10. Reports

The Recipient will provide reports on activities and financial statements for Community Service Partnerships program in a format satisfactory to the City. The reports will be submitted according to a time schedule set out in the Letter of Understanding. Reports are to be submitted to the Community Service Partnerships program contact person for the City as set out in the Letter of Understanding.

11. Consultation

The City will involve individuals with appropriate expertise in the review process, which may include a peer/citizen review mechanism. The City reserves the right to consult with other funding agencies to determine the eligibility of an organization or project to receive a funding.

12. Status of the Organization

The applicant must be in good standing with the City of Toronto, having met the terms and conditions of any previous funding provided to the applicant by the City.

## Sample Letter of Understanding

(Date)  
(Agency name,  
Address etc)

Dear (contact person),

### RE: (Funding Year) Community Service Partnerships (CSP) program– Approved Allocation

At its meeting of (date, funding year) City Council authorized that a CSP funding in the amount of (\$) be made to (Organization Name) for programs as described in the attached (funding year) organization summary sheet.

This represents the total amount of the funding, including any applicable taxes and disbursements. The funds will be payable in (Month, Year) once the following administrative requirements have been met:

- the signed letter of understanding for the (funding year) CSP funding has been received,
- the (previous year) CSP year-end report (if applicable) has been received and assessed as satisfactory,
- all administration documents pertaining to your (funding year) CSP have been submitted, and
- any conditions related to the release of your funding as indicated in your (funding year) CSP organization summary sheet have been met.

If there are any conditions related to the release of your funding, you must meet these conditions by (date). If there is a reason any conditions will not be met by this date, contact your Agency Review Officer to discuss alternate arrangements.

Community Service Partnerships program funds will be used by the Recipient to increase access to services that improve social outcomes for vulnerable, marginalized, high risk communities by building community capacity, supporting vulnerable communities and addressing community service needs. The services to be provided are indicated in the attached organization summary sheet, as are any conditions specific to this funds. This summary sheet is an excerpt from Appendix “C” of the report “Community Service Partnerships (CSP) program– (funding year) Allocations” (date) or Appendix 2 of the report “Community Service Partnerships (CSP) program– (funding year) Appeals.” (date) Agencies are expected to use the approved amount in the approved program and administrative areas listed on the summary sheet. The services that are to be provided with this funding must take place within City of Toronto boundaries unless otherwise specified.

A year-end report on the (funding year) funded program(s), including a financial statement for the funding period, is to be submitted within three months of the end of the program funding period as indicated on the (funding year) CSP organization summary sheet.

The support of the City of Toronto Community Service Partnerships program must be acknowledged by the recipient on any materials, reports, events, signage or publicity which are paid for, in full or in part with this funding.

The funding is to be used in the program funding period(s) as indicated on the organization’s summary sheet. The City may request the return of any portion of the funding not used within the funding period. Material changes to the nature of, or budget for the activities for which the funding has been made, must receive prior written consent from the City.

Any unused portion of the funding remains the property of the City of Toronto and shall be returned immediately to the City. If you breach any of the terms and conditions of the funding, as set out in this letter and in the (funding year) Community Service Partnerships program application package, or 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 CSP application; use funds for purposes not approved by City Council; or breach any of the provisions of the Ontario Human Rights Code in your operations, the funds must, at the

request of the City be repaid in whole or in part to the City.

The City 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 funds Recipient's operations. The funds Recipient shall indemnify the City, its officers, employees and agents, against all costs, damages and expenses incurred as a result of a claim or proceedings related to the funds Recipient's operations, unless such costs, damages or expenses arise from the negligence or willful act of an officer, employee or agent of the City.

Two copies of this Letter of Understanding are provided. Please retain one copy for your files. Sign and return the second copy in the enclosed self-addressed envelope to:

Social Development, Finance & Administration Division  
Community Service Partnerships (CSP) program – L.O.U.  
15<sup>th</sup> Floor, East Tower, City Hall  
100 Queen Street West  
Toronto, Ontario, M5H 2N2

When this office receives your **(previous year)** CSP year-end report (if applicable), a signed copy of the Letter of Understanding, and you have met any conditions related to the release of your funding, arrangements will be made for you to receive your cheque.

Sincerely,

**(Agency Review Officer Name)**

Agency Review Officer

Attached: **(funding year)** Organization Summary Sheet with your organization's recommendation(s) for program funding.

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 organization.

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_