

Date: July 20, 2023

To: John D. Elvidge, City Clerk and Amanda Wahl Compliance Audit Committee Administrator

Re: Application for Compliance Audit from Marjolein Winterink
for the Candidate Alejandra Bravo

From: Alejandra Bravo - Candidate

I am writing to you in advance of the scheduled July 24, 2023, Election Compliance Audit Committee (the "Committee") meeting where this compliance audit application will be reviewed. In the application the applicant, Marjolein Winterink, believes that I, Alejandra Bravo, have contravened Section 92(1)(a) of the Municipal Elections Act, R.S.O.

The applicant claims that the details of the expense description noted on Schedule 2 "*Salaries Fundraiser Services (Independent Contractor)*" "are not entirely clear", and therefore they are requesting a compliance audit.

From my perspective, and any reasonable person's perspective, the line item is entirely clear and describes exactly what the expense is. I am unsure as to why the clearly stated expense description is unclear to the applicant, and what "details" the applicant further requires to achieve clarity. During audit, the documentation to support the expense was closely reviewed by Chaplin & Co. LLP, Chartered Professional Accountants (who have performed over one hundred Ontario municipal campaign audits) who determined the expense to be correctly classified as a fundraising activity expense (not subject to the general spending limit). I believe that in the case of this application, the applicant not being "entirely clear" about clearly described expenses is ambiguous and lacks substance, and for this reason alone we request that the Committee reject the application.

If the applicant is trying to suggest that a contractor providing fundraising services is not a fundraising activity expense (not subject to the general spending limit), I draw your attention to a similar compliance audit application made in 2011, for which the City of Toronto Election Compliance Audit Committee **rejected** the application. See compliance audit committee minutes and supporting documents here: <https://secure.toronto.ca/council/agenda-item.do?item=2011.EA6.8>.

The application for a compliance audit was made for this same general reason (claiming fundraising salary expenses should be classified as subject to the limit) was made against Councillor Michael Thompson back in 2011.

Legal defense prepared a response for the candidate and upon review by the Compliance Audit Committee the application was rejected accordingly. The decision was made by the Committee over a decade ago.

As explained, per the 2022 Alejandra Bravo campaign, a contractor was paid to provide fundraising services exclusively. This cost is correctly accounted for as a fundraising activity expense (not subject to the general spending limit). Given this reasoning, Section 92(1)(a) (more specifically section 88.20(6)) of the MEA has not been contravened by myself, Alejandra Bravo, in my 2022 campaign, and I request that the Committee reject the application accordingly.

Sincerely,



Alejandra Bravo

APPENDIX

COMPLIANCE AUDIT COMMITTEE consideration on July 20, 2011

- This item was considered by [Compliance Audit Committee](#) on July 20, 2011 and was adopted with amendments.

EA6.8 - Compliance Audit Application by Justin Stasyshyn for the Election Campaign Finances of Michael Thompson

Decision Type:

ACTION

Status:

Amended

Statutory - Municipal Elections Act, SO 1996

Committee Decision

The Compliance Audit Committee rejected the compliance audit application.

Summary

Application for a Compliance Audit dated June 22, 2011 from Applicant Justin Stasyshyn for candidate Michael Thompson for City Councillor Ward 37.

Background Information

(June 15, 2011) Compliance Audit Application: Applicant Justin Stasyshyn, Candidate Michael Thompson
<https://www.toronto.ca/legdocs/mmis/2011/ea/bgrd/backgroundfile-39501.pdf>

(July 19, 2011) Candidate Submission by Michael Thompson re: compliance audit application by Justin Stasyshyn

<https://www.toronto.ca/legdocs/mmis/2011/ea/bgrd/backgroundfile-39620.pdf>

Communications

(July 12, 2011) E-mail from Communication from Jack B. Siegel, Blaney McMurtry, LLP Re: Compliance Audit Meeting July 20, 2011 representing Councillor Michael Thompson (EA.Main.EA6.8.1)

<https://www.toronto.ca/legdocs/mmis/2011/ea/comm/communicationfile-23098.pdf>

(July 20, 2011) E-mail from Michael Thompson, Candidate for Election to Toronto City Council, Ward 37 (Background information is on file in the Office of the City Clerk - Compliance Audit Committee)

(EA.New.PE6.8.2)

Motions

1 - Motion to Amend Item moved by John Hollins seconded by Virginia MacLean **(Carried)**

That the Committee reject the compliance audit application.

8a - Written submission on behalf of Michael Thompson

Summary

In the matter of an application by JaymeTurney under the Municipal Elections Act, 1996 to the City of Toronto Compliance Audit Committee, in respect to the Financial Statement of Michael Thompson, candidate for Election to the Toronto City Council, Ward37

Background Information

(July 19, 2011) Written submission on behalf of Michael Thompson

<https://www.toronto.ca/legdocs/mmis/2011/ea/bgrd/backgroundfile-39623.pdf>

Source: Toronto City Clerk at www.toronto.ca/council

Fundraiser Contract - 2022

This Agreement is made

BETWEEN:

**The Alejandra Bravo for City Council Campaign
[herein referred to as the Bravo Campaign]**

AND

Hannia Cheng [herein referred to as Fundraiser]

1. The Bravo Campaign retains the services of the Fundraiser on a contractual basis to work to raise an adequate amount of funds to support a successful election campaign to help win the next federal election. The minimum amount is set at \$85,000 by October 2022.
2. The purpose of this position is to solicit monetary donations exclusively for the Bravo campaign. Tasks include processing donations, tracking, evaluating, and monitoring donations and all fundraising efforts via phone, text and email that are established for the campaign. The Fundraiser is required to provide regular reports and meet agreed-upon benchmarks for the campaign.
3. The contract begins on August 1, 2022 and concludes on October 30, 2022. For the month of August until September, the fundraiser is required to work 24 hours. For September 1 through to September 15, the fundraiser is required to work 32 hours a week and for September 16 through to October 30 it will 44 hours a week.
4. The Bravo Campaign will pay the Fundraiser \$22.00/hr + 13% in lieu of benefits, vacation and in consideration of taxes. Submission of all applicable taxes is the responsibility of the individual. The 13% in lieu of benefits will be paid with each pay provided that an applicable GST number is provided.
5. The Bravo Campaign will provide an additional \$100 for August, September and October of 2022 for a phone stipend.
6. The Fundraiser shall supply invoices to the Bravo Campaign and within no more than 10 business days of the receipt of the invoice the amount shall be paid. Invoices must be submitted bi-weekly to the Campaign Manager in electronic format.

7. The Fundraiser understands that the Bravo Campaign is not responsible for the deduction of income tax or other payroll deductions. Submission of all applicable taxes is the responsibility of the Fundraiser. Further, the Fundraiser acknowledges, understands and agrees that the Bravo Campaign is not providing Workers' Compensation or any other benefits coverage for the duration of the contract.
8. The Fundraiser will report directly to the Bravo Campaign Manager, Denise Hammond or a designate and will follow all their lawful instructions.
9. For the purposes of reporting an absence, requesting time off and tracking hours the Fundraiser shall speak with the Bravo Campaign Manager.
10. The Fundraiser shall at all times maintain the confidentiality of the campaign, any tactics, tools and strategies used and all information pertaining to fundraising. Confidentiality is expected both during and after the contract expires.
11. It is understood that the Fundraiser does not have the authority to enter into contracts or agreements of any kind on behalf of the Bravo Campaign or to bind the Bravo Campaign in any manner to any legal obligations and will in no way represent the Bravo Campaign to any person or entity that they have such authority.
12. This contract can be amended in writing between the parties at any time if consensus on an amendment is reached. The terms of this contract are only those written in this document and any written amendments. No verbal discussion or understanding shall apply unless they are put in writing as a formal amendment to this contract, signed, and dated by both parties.
13. If the Fundraiser is able to raise \$110,000 by October 30, 2022, the Bravo Campaign will provide a financial bonus to the fundraiser.
14. The agreed terms of fundraising as discussed will be to raise a minimum of \$40,000 by September 4, 2022, a minimum of \$40,000 by October 2, 2022 and the remaining amount to be by October 30, 2022.

Confidentiality

The Fundraiser will obtain in the course of their duties or otherwise, information about the internal affairs of the Bravo Campaign and will have access to the personal data of residents. The Fundraiser understands the absolute necessity for the confidentiality of any and all information and agrees that a breach of confidentiality during employment is cause for dismissal.

The Bravo Campaign may take legal action against the Fundraiser for damages resulting from any breach of confidentiality that occurs and may seek injunctive

relief in respect of any actual or threatened breach of confidentiality, whether during or subsequent to the period of employment.

The Fundraiser covenants and agrees that they will not directly or indirectly disclose to any other person, firm or corporation or use for their own purposes any personal information of donors or pertaining to the Bravo Campaign affairs.

As a condition of this contract, the Fundraiser hereby has entered into a confidentiality and non-disclosure agreement with the Bravo Campaign.

The Bravo Campaign acquires and retains all rights to all creative works created within the scope of employment including but not limited to scripts, tracking sheets, instructional materials and coding.

This Agreement shall be in full force and effect until such time as a superseding agreement is reached by the parties and has been duly executed, in which instance this agreement shall be immediately terminated, without notice.

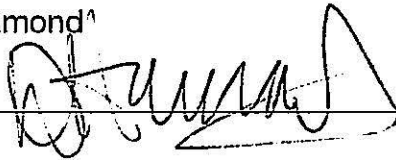
The parties agree that in the event that any provision, clause, article, or attachment herein, or parts thereof, which form part of this Agreement, are deemed void, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions, clauses, articles, and attachments or parts thereof, shall be and remain in full force and effect.

Dated in Toronto, Ontario on this 1st day of August 2022.

Campaign Manager Bravo Campaign

Legal Name: Denise Hammond¹

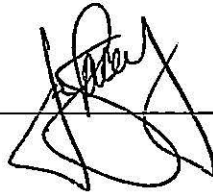
Signature: _____



Chief Financial Officer for the Bravo Campaign

Legal Name: Jennifer Stacey

Signature: _____



Fundraiser

Legal Name: **HANNIA CHENG**

The Fundraiser signature: _____

