

Niagara Investment In Culture Recipient Letter of Agreement

This letter comprises the agreement between The Regional Municipality of Niagara (“Region”) and the Town of Pelham (“Recipient”) regarding terms and conditions for funding and delivery of the Pelham Street Performer Program for 2018 under the Niagara Investment in Culture (NIC) program.

I. Project Description

Name of Project: Pelham Street Performer Program

Recipient Organization / Municipality: Town of Pelham

Contact Name and Title: Vickie vanRavenswaay

Project Description: The Town of Pelham Street Performers Program aims to create a more culturally diverse, dynamic and positive atmosphere in the communities of East Fonthill, Ridgeville and Fenwick. Working with the local merchants the Program will allow all different ranges of performances to animate the streets of Pelham.

II. Recipient Responsibilities

NIC funding is dependent upon the Recipient meeting the following requirements:

Recipient consents to the release of information contained in its application and in any reports submitted under the terms of the NIC program, in accordance with all applicable privacy legislation including the *Municipal Freedom of Information and Protection of Privacy Act*. The Region reserves the right to verify any information contained in Recipient documentation related to the NIC program.

Recipient will abide by all lawful regulations governing matters of confidential information as subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* or other applicable privacy information.

Recipient will comply with all copyright laws, appropriate payment of artist fees, and will obtain all permits, licenses, consents or other authority necessary to carry out the project.

Recipient shall hold sufficient intellectual property rights to carry out the project. Recipient shall grant, or cause to be granted from any third party as may be required, a perpetual, non-exclusive license to the Region to use for the promotion of the NIC or related Regional programs, any art, video, photograph or similar creation which is capable of copyright, trademark or otherwise, produced in connection with the project.

Recipient will acknowledge the funding support of the Region through the NIC program by including the Region's logo in all advertising, publicity, programs, signage, and plaques associated with the project receiving NIC funding.

III. Reporting

As a condition of funding, Recipient will provide interim and final reports to the Region on templates supplied by the Region. The interim report will be due at the half-way point of the project OR August 1 of the funding year, whichever is earlier. The final project report will be due within one month of project completion OR January 31, 2019, whichever is earlier. A late report may at the Region's discretion result in the Region withholding all or a portion of the final 10% of NIC funding for the project. No pending application by a Recipient for a NIC grant will be recommended until complete and satisfactory submission of any outstanding final report.

IV. Funding Provisions

NIC funding is awarded annually based on new applications to the program and in no way represents a recurring funding commitment. The award of funding in one year is not a guarantee or assurance of funding in any subsequent year.

NIC program funding shall be disbursed to the recipient at the times and under the conditions outlined below:

For projects receiving NIC funding of \$3000 or less, monies will be disbursed in two installments:

- 90% of total NIC allocation about May 2018
- 10% of total NIC allocation upon approval of final reporting

For projects receiving NIC funding of \$3001 or more, monies will be disbursed in three installments:

- 50% of total NIC allocation about May 2018
- 40% of total NIC allocation on approval of interim reporting
- 10% of total NIC allocation on approval of final reporting

The Recipient acknowledges that no NIC funding shall be used for:

- Direct grants, bursaries or award to individuals or organizations
- Retroactively for any project expenses incurred prior to the NIC application date
- Operating funding for any organization or program
- Capital infrastructure or software purchase (small scale equipment rental or purchase may be considered on a case-by-case basis)
- Fireworks
- Alcohol

- Projects promoting specific religious beliefs or any discriminatory activities
- Stand-alone commercial, fundraising or for-profit activities
- Debt repayment

Recipients shall keep and maintain all records, invoices, receipts and other documents relating to NIC funding in accordance with generally accepted accounting principles and record-keeping practices, for a period of three (3) years. The Recipient authorizes the Region and its agents at all reasonable times to inspect and copy any records, invoices, and documents relating to the NIC funding in the possession, or under the control, of the Recipient.

The Recipient shall, at the request of the Region, repay to the Region the entire or a partial amount of NIC funds if the Recipient:

- realizes significant savings on projected eligible costs
- ceases operation
- fails to complete the project
- knowingly provides false information in the application
- uses NIC funds for purposes other than those outlined in the letter of agreement
- breaches any of the terms and conditions of the letter of agreement
- breaches any of the provisions of applicable law in the operation of the project
- commences or has commenced against them any proceeding in bankruptcy or is adjudged bankrupt

V. Changes to Project and Project Status

Any changes to the NIC project, including project budget, must be agreed upon between the Region and the Recipient in advance.

If in the Region's opinion a term, condition, commitment or obligation provided for in this Letter of Agreement has not been respected or complied with; or there is a change in risk that would jeopardize the success of the project, the Region may reduce the contribution level, suspend any payment, make arrangements under particular terms and conditions so that the project will be completed, or rescind this Letter of Agreement and immediately terminate any financial obligation arising out of it and require repayment of amounts already paid. The Region shall serve written notice to the Recipient of any full termination of the Agreement.

VI. Liability and Indemnity

The Recipient shall indemnify and save harmless the Region and its employees and agents from and against all claims, losses, damages, costs, expenses, including reasonable solicitor/client fees, administrative fees and disbursements and all claims, demands, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising directly or indirectly and whether by reason of anything done as a

result of any willful or negligent act or delay on the part of the Recipient or its employees, agents or voluntary workers in carrying out the project.

VII. Signatures

Please confirm this Letter of Agreement and acceptance of the provisions set out above by filling in the information requested at on page I and below, sign the agreement, and return the signed agreement to Region by Wednesday May 2, 2018. A copy of the countersigned agreement will be returned to you.

For the Recipient:

I/We agree to the provisions set out above.

Signature

Name: Nancy Bozzato
Title: Town Clerk
Organization: Town of Pelham
Address: 20 Pelham Town Square
City, Town, Township: Pelham
Postal code: L0S1E0
Attention:
Email Address: nbozzato@pelham.ca

The signatory to this agreement must have signing authority to bind the organization. Where the Recipient is an unincorporated organization, it is agreed by the representative of the Recipient signing this Agreement on behalf of the Project that they shall be personally, jointly and severally liable for all obligations, covenants, promises, liabilities and expenses assumed by the Recipient under this Agreement.

For the Region:

Marian Bannerman
Program Manager, Grants and Incentives
The Regional Municipality of Niagara
1815 Sir Isaac Brock Way, P.O. Box 1042
Thorold, Ontario
L2V 4T7
Attention: Marian Bannerman
Email Address: marian.bannerman@niagararegion.ca