

LAC LA BICHE COUNTY POLICY

TITLE: CAPITAL PROJECTS ASSISTANCE GRANT	POLICY NO: CM-71-002
RESOLUTION: 10.007	EFFECTIVE DATE: JANUARY 12, 2010
LEAD ROLE: MANAGER, RECREATION/CULTURE AND FACILITIES	NEXT REVIEW DATE: MAY 27, 2011
SPECIAL NOTES/CROSS REFERENCE: PS-012	AMENDMENT DATE:

POLICY STATEMENT:

Lac La Biche County is committed to providing financial assistance to community groups and/or societies requesting Capital Projects Assistance Grants for major infrastructure development and/or smaller improvement projects. The Capital Projects Assistance Grant is intended to improve or create facilities that will allow these groups to provide programs and activities which promote the general recreation, social, cultural, artistic and/or historic welfare to their residents.

PROCEDURE:

1. Capital Project Assistance Grants are awarded to proposed projects with an expenditure of over \$2,500.00 in value, which by completing the project will add value to the facility, provide equipment to complement program development, extend the life of a facility or the construction of a new facility.
2. Assistance is restricted to organizations with an active volunteer Board of Directors or Executive Committee. Grants will not be provided to individuals.
3. All applications for capital assistance by a Society and/or Organization shall submit to the County a proposed Capital Grant Funding Request Application Form outlining estimated expenditures and revenues, including evidence of fundraising and other funding sources, for a particular project before the thirtieth (30th) day of September. (See Schedule “B”).
4. A separate Capital Grant Funding Request Application Form must be submitted for each individual proposed project.
5. Under most circumstances a Society/Organization shall be granted funds only once in a twelve (12) month period.
6. Capital Grant application submissions must be endorsed by a motion of the Board of Directors/Executive Committee.
7. Applications not received by September 30th will be dealt with only after all other applications received by the deadline have been reviewed. Applications received after January 1st of each following year may be considered, subject to current budget allotment.

8. It is expected that all revenue stemming from Society/Organization fundraising initiatives and other support venues listed in the Capital Grant Funding Request Application Form will be credited towards the proposed project first thereby allocating the requested Capital Grant award towards the difference of the total financial need.
9. The Society/Organization must minimize duplication of projects by community groups. If project proposals involve two or more groups, try to co-ordinate the groups into action in order that both will benefit. Ensure project proposals provide a service that is not already provided. The applicant must show that the project is needed and not in conflict with a like service provided by another organization in the community.
10. Regarding construction projects: Upon approval of Capital Grant application, Lac La Biche County will require a copy from the Society/Organization of the contract for construction signed by the Society/Organization and contractor prior to any dollar amount being released.
11. The Community Services Department will review applications to make sure criteria are met. If information is missing, the department will contact the Society and/or Organization in writing to try and retrieve information. After initial contact is made by the Community Service Department and the issue of insufficient criteria has been voiced to the Society and/or Organization, the County is no longer responsible for the completion of said application.
12. Lac La Biche County will not contribute any funds to a Community group or Society if the said project is completed before the submission of a grant application.
13. Lac La Biche County will contribute no more than fifty (50) percent to a maximum of \$350,000.00 to the total cost of a single project and requires the applicant to show how the remaining funds will be raised.
14. Any financial contribution of \$100,000.00 or greater will require a 5 year business plan. A business plan must include a detailed description of the project, a description of the services provided, operational management, a financial plan and risk analysis.
15. For projects under \$50,000.00 (total project cost), application approval and the administering of funds will be administered by the Director of Community Services or designate.
16. For projects in excess of \$50,000.00 (total project cost), applications will be presented to Council for approval, with a recommendation of the proposal supplied by the Director of Community Services or designate.
17. Support will be based on the appropriateness of the request with annual Corporate and Department priorities and with Council's intent to share limited funds with a broad number of groups rather than a limited number of repeat groups.
18. Upon budget approval, the Director of Community Services or designate will notify the applicant of Council's decision.
19. Grants awarded under this policy are not transferable between projects or between grants awarded under other County policies and must be used for the specific purposes outlined in the Capital Grant Funding Request Application Form. (Schedule "B")

20. Where changes in proposed projects, or amends to the project are requested after initial approval and the awarding of funds, a written request shall be submitted to the Community Services Department. Requests regarding changes in proposed projects after initial approval and awarding of funds will require approval from the Director of Community Services or designate.
21. Should an applicant Society/Organization wish to withdraw or cancel their application, a written request shall be submitted to the Community Services Department, and all funding will be returned.
22. Annually, before the thirty first (31st) day of March, the Society and/or Organization shall submit to the County a completed Accountability Form (see Schedule “C”). The submission will include but is not limited to:
 - i. A written description of completed project including photographs & news clippings.
 - ii. Project evaluation including status and dates of project commencement and completion.
 - iii. A listed review of actual expenditures and revenues pertaining to the project, and the exact use of funds granted by the County. Attached to the Accountability Form will be an audited Financial Statement or completed project expenditures inclusive of all receipts which will be done at the expense of the Society and/or Organization. ***Note: “The financial statements must be audited by an accredited accountant and must include a breakdown of how County issued grants were utilized in each awarded category as per Schedule “A”. This requirement for auditing may be waived or amended at administration’s discretion for any grant under \$20,000.00.”***
23. Upon submission of a written request prior to the deadline for the submission of the Accountability Statement, a three (3) month extension may be granted once to the Society and/or Organization, on recommendation from the Director of Community Services or designate.
24. If the Society/Organization applicant has been approved for funding and:
 - i. the funding has not been used; or
 - ii. the Society/Organization neglects to submit an Accountability Form (Schedule “C”) and an extension has not been requested prior to March 31st Accountability Form submission due date

the project will be considered incomplete and funds will be returned in total to the County. No other funds will be released or considered for approval to the Society/Organization if this condition is not adhered to.
25. If the Society/Organization has been approved for funding and the completed project is accomplished under budget, all remaining Capital Grant funds will be returned to the County.
26. The County retains the right to pay a maximum of 50% of the awarded contribution at the project start-up phase and is not required to pay the remaining 50% of the contribution until the final completion of the project.

27. Upon approval of Capital Grant application over \$20,000.00, a standard agreement will be signed by the Society/Organization and the County which will outline the terms set by the County regarding successful completion of the proposed project. (See Schedule "A" Agreement Standard)
28. If the approved project has not been completed by the date set in the terms of the agreement contract and the County has not been reimbursed in total for awarded funds, no further funds will be awarded to said Society/Organization.

"Original Signed"
Chief Administrative Officer

January 22, 2010
Date

"Original Signed"
Mayor

January 22, 2010
Date

Schedule “A”

A Memorandum of Agreement Made This ____ Day of _____, 20__

Between:

LAC LA BICHE COUNTY, in the Province of Alberta
(hereinafter referred to as the “County”)

OF THE FIRST PART

-and-

_____, in the Province of Alberta
(hereinafter referred to as the “Society/Organization”)

OF THE SECOND PART

WHEREAS the County and the Society/Organization desire that the Society/Organization shall promote, encourage, develop and sustain an affordable level of recreation and cultural services within the County for the benefit, and overall well being of County residents;

AND WHEREAS the County and the Society/Organization both believe that the cost to develop, maintain and sustain quality affordable recreation and cultural services for all County residents is a shared responsibility within the community and among members of the community, community volunteers and the County;

AND WHEREAS the County and the Society/Organization both maintain that sound management and maintenance of the Society/Organization, Society/Organization owned resources, and tax supported contributions is essential to the proper promotion of continued volunteer growth and commitment, and the self-sufficiency of the Society/Organization;

AND WHEREAS the Society/Organization intends to construct a (n) _____ for the purpose of providing and promoting recreation and cultural services to the residents of the County and others;

AND WHEREAS the _____ is to be constructed on lands within Lac La Biche County;

AND WHEREAS the Society/Organization intends to purchase equipment for facilities which promote recreation and cultural services to the residents of the County and others;

AND WHEREAS the County and the Society/Organization have previously entered into a similar agreement;

AND WHEREAS the County recognizes the need for additional financial support to the Society/Organization in order for the Society/Organization to complete its' objectives;

AND WHEREAS it is deemed proper and expedient for the County and the Society/Organization to enter into this Agreement;

NOW THEREFORE the parties hereto covenant and agree as follows:

1. DEFINITIONS

1.1 The "Contribution" shall mean the contribution of funds by the County to the Society/Organization for the purpose of the project, as outlined in paragraph 2 hereof.

1.2 The "County" shall mean Lac La Biche County.

1.3 The "Project" shall mean the construction/purchase of the _____.

1.4 "Recreation Services" shall mean those activities organized by or provided through the Society/Organization/Organization including recreation and cultural programs, capital projects, use of Society/Organization or County owned facilities, parks and open spaces, and recreational planning and the promotion of all such services or programs.

1.5 The "Society/Organization" shall mean the _____.

2. THE CONTRIBUTION

2.1 As provided by the Resolution of the Municipal Council of Lac La Biche County dated _____, the County will allocate to its reserves funds the amount of _____ which may be made available to the Society/Organization for the purpose of the Project. The County shall contribute this amount to the Society/Organization, to be allocated by the Society/Organization to its capital budget for the construction of the Project, subject to the following:

Conditions Precedent

- a) Sufficient funds must be allocated to complete the Project prior to advance of any portion of the Contribution. The Contribution shall not exceed 50% of the total cost of the Project;
- b) The County shall not be obligated to advance the Contribution, or any portion thereof, unless the construction contract for the Project is awarded and construction actually proceeds. Lac La Biche County will require a copy from the Society/Organization of the Contract for construction signed by the Society/Organization and contractor prior to any dollar amount being released. In the event that construction commences, but for any reason whatsoever, is halted, stopped, postponed or terminated, the County shall not be obligated to pay or advance any portion of the Contribution not already advanced, and reserves the right to withhold payment in regard thereto;
- c) The County retains the discretion to advance the Contribution in such portions, or according to such schedule as the County sees fit. The County will pay a maximum of 50% of the Contribution at the construction start-up phase, and is not required to pay the remaining 50% of the Contribution prior to final completion of the Project;
- d) Prior to advancing any portion of the Contribution, the Society/Organization is required to provide the County with:
 - i) A detailed budget/business plan in regard to the Project, including the total budgeted amount for the Project, detailed particulars regarding the budgeted amounts for the Project, details regarding the County's Contribution and other funding sources for the Project;
 - ii) A projected schedule for the Project;
 - iii) Evidence of fundraising, and contributions by sources other than the County;
 - iv) Plans and specifications for the Project; and

- v) A copy of the funding agreement with the _____ outlining the commitment of the _____ with dates and amounts matching the business plan.

all of which must be to the County's satisfaction;

- e) The County retains the right to refuse an advance of a Contribution, or alternatively, to advance a lesser amount as specified herein, based upon the information provided;

Conditions Subsequent

- f) The Society/Organization shall provide the County with its annual audited Financial Statements no later than March 31st of each year, all at the expense of the Society/Organization. Audited Capital Statements shall also be submitted to the County to confirm the expenditures of funds related to the Contribution;
- g) The Contribution is non-transferable, and may not be utilized for any purpose other than the Project. Funds may not be used for other purposes of the Society/Organization, nor transferred to other Societies or groups; and
- h) In the event that the Society/Organization is in contravention of the *Societies Act of Alberta*, the County reserves the right to withhold the Contribution, or any portion thereof, or to require that advances of the Contribution only be disbursed upon submission of receipts and/or cancelled cheques.
- i) Projects approved by Council shall be considered void should the group fail to meet the following time limits from the date of the signing of the agreement:

Concept design completed 12 months

Detailed design completed 18 months

Construction tender awarded 20 months

Construction commenced 24 months

Completion 36 months (single phase), 48 month (multiple phase)

3. GOVERNANCE OF THE SOCIETY/ORGANIZATION

3.1 The Society/Organization shall be governed by, subject to, and shall comply with, the *Societies Act of Alberta*, R.S.A. 2000, c. S-14, as amended, all regulations passed pursuant thereto, and all of those provisions and policies outlined in Appendix 1 attached hereto.

4. THE SOCIETY/ORGANIZATION'S OBLIGATIONS

4.1 In consideration of receiving the Contribution, or any portion thereof, the Society/Organization hereby covenants and agrees that:

- a) The Society/Organization shall cause the Project to be constructed in accordance with the plans and specifications submitted to the County;
- b) The Society/Organization shall maintain the Project in good condition, and in accordance with sound management practices;
- c) The Society/Organization shall maintain ownership, possession, management, responsibility and control over the Project and the activities conducted therein. At all times the Society/Organization shall manage the Project in accordance with sound management practices and policies and in accordance with the purposes and principles outlined herein.
- d) The Society/Organization shall provide Recreation Services from the Project in conjunction with such other services as may be ancillary to the Recreation Services, and the Society/Organization deems appropriate. Without restricting the generality of the foregoing, the Society/Organization shall guarantee access to the Project to County residents for the purpose of obtaining Recreation Services, subject to normal operation hours and reasonable management practices.
- e) The Society/Organization shall comply with all the terms and provisions contained in this Agreement.

5. TERM AND TERMINATION

5.1 This Agreement shall continue in force and effect unless terminated, as provided for herein.

5.2 The County may terminate this Agreement at the County's discretion, upon providing the Society/Organization with twelve (12) months written notice. Further, in the event that the County Council, acting reasonably, determines that the Project is unlikely to proceed in accordance with this Agreement, or is unlikely to proceed within a reasonable time, the County may terminate this Agreement upon providing the Society/Organization with one (1) month written notice.

6. RELATIONSHIP OF THE PARTIES

6.1 Nothing herein contained shall create a relationship of employment, partnership, agency, joint venture or joint enterprise as between the parties. The Society/Organization shall remain fully responsible and liable for its own costs, expenses, benefits and employees. The County shall not have any obligations, liability or responsibility to or for the Society/Organization's employees, nor shall the County be required to make any further Contribution or payment to the Society/Organization, the Project, or any other operation or project of the Society/Organization.

6.2 The Society/Organization shall construct the Project, and enter into all contracts related thereto, in its own name. The County shall have no liability in regard thereto. Neither shall the County operate or control the use of the Project, all of which is to be managed and operated by the Society/Organization.

7. INDEMNIFICATION

7.1 The Society/Organization hereby indemnifies and saves harmless the County, and its employees, agents, servants, volunteers, elected representatives, officers, officials, and representatives from and against all claims, proceedings, actions, costs, expenses, damages and demands in respect of or related to the construction, maintenance or operation of the Project, or anything arising from or connected to this Agreement, including, but not limited to, any death, injury, loss or damage to person or property howsoever caused, including legal costs on a solicitor and his own client basis.

8. INSURANCE

8.1 The Society/Organization shall maintain insurance in regard to the Project and its operation both during and after its construction, evidence of which shall be provided to the County upon request. Such insurance shall include the following:

- a) Fire and all-perils risk insurance in such amounts as are sufficient to provide coverage for the replacement cost of the Project and such contents as may be owned by the Society/Organization, or for which the Society/Organization is otherwise responsible;
- b) Comprehensive general liability and owner's liability insurance in an amount not less than FIVE MILLION (\$5,000,000.00) DOLLARS per occurrence against bodily injury or property damage, including the loss of use thereof. The County shall be added as a named insured under the policy.
- c) Such further or other insurance as the Society/Organization may deem necessary or appropriate.

9. ASSIGNMENT AND BENEFIT

9.1 This Agreement may not be assigned, in whole or in party, by either of the parties, without the written consent of the other, which consent may be arbitrarily withheld.

9.2 This Agreement shall enure to the benefit of, and be binding upon, the parties hereto and their heirs, successors, representatives and permitted assigns.

IN WITNESS HEREOF each of the parties hereto has caused its Corporate Seal to be affixed under the hands of its duly appointed officers on the day and year hereunder written.

DATED this _____ day of _____, 20__.

Society/Organization:

President

Secretary

Lac La Biche County:

Mayor

Chief Administrative Officer

APPENDIX 1

1. GENERAL STATEMENT

1.1 The Society/Organization shall be governed by and subject to regulations as follows:

A. Definitions

- i) “Operations and Maintenance Budget” shall refer to a document estimating both revenues and expenditures for each fiscal year pertaining to the provision of recreational and cultural services and facilities as administered by the Society/Organization and named in this agreement.

B. Society/Organization Composition

- i) The Society/Organization shall be composed of seven directors representing various community groups and Societies who provide services to local, regional and County wide residents and visitors to the region.

C. Powers and Duties of the Society/Organization

- i) The Society/Organization shall be concerned with the development of a broad range of Recreation Services that will provide opportunity for people of all ages and abilities to use their leisure time in a wholesome and satisfying manner.
- ii) The Society/Organization shall cooperate with and support all organizations, public, civic, social and religious within the region, supporting, promoting and working for recreational and cultural services.
- iii) The Society/Organization shall hear and review representations by any individual, organization or delegation of citizens concerned with recreation, and act on the recommendations the Society/Organization considers to be in the general interest of all citizens.

- iv)** The Society/Organization shall, at its own expense, hire staff as necessary and shall, if necessary, release said persons. Procedures on hiring and releasing staff shall be outlined in the Societies Personnel Policies Manual. The Society/Organization shall have on hand detailed job descriptions for its employees.

- v)** The Society/Organization shall, at its own discretion, choose to utilize the consultative and facilitative services of County Community Services personnel who are employed to assist recognized County Societies and their volunteers in planning events, programs, facilities, parks and open space, training volunteers, undertaking grant applications, marketing and initiating community development projects. However, neither the use of such services, nor anything contained herein shall create an employment relationship with the County.

LAC LA BICHE COUNTY

P. O. Box 1679 Lac La Biche, AB T0A 2C0
 Phone: (780) 623-1747 FAX: (780) 623-2039
 E-Mail: main.office@laclabichedcounty.com

Recreation/Culture - Capital Funding Request

Application Form 20 _____

Schedule "B"

Date: _____

Organization Name: _____

Contact Name: _____

Address: _____

Contact Phone: _____

Contact Fax: _____

Contact E-Mail: _____

PROJECT DESCRIPTION: _____

Project Commencement Date: _____

Equipment Make & Model: _____

Project Completion Date: _____

Equipment Serial Number: _____

BUDGET INFORMATION (All quotes are required as per CM-71-002 or application will not be considered)

EXPENDITURES	\$	Who will this proposed project benefit? _____		
		How many community members will benefit from the proposed project? _____		
		Is this proposed project already in existence within the community? _____		
		Will this project require construction? ___ Yes ___ No		
TOTAL EXPENDITURES:		How often is the facility in question utilized? (Please list all functions held at the facility)		
REVENUE	\$	FUNCTIONS	# of Persons Involved	DATE
FUNDRAISING INITIATIVES				
OTHER FUNDING SOURCES				
LLB County Grant (no greater than 50%)	\$			
TOTAL REVENUE:				

*If additional space is needed, please attach pages to the application

*Note: Total expense must equal total revenue

 Board of Directors/Executive Committee Endorsement Signature

 Date

*Application must be submitted and received by Community Services by September 30th. Failure to supply all pertinent information will result in delays to the process, and shall not be the responsibility of Lac La Biche County.

