

POLICY Grant and Sponsorship Policy

CATEGORY Finance 05 - 06

AUTHORITY Council

RELATED POLICIES

APPROVED BY Council

EFFECTIVE DATE TBD

POLICY STATEMENT:

The County of Elgin recognizes the many benefits that various groups, organizations, volunteers, events, and other programs provide by promoting and improving upon the social, cultural, and economic wellbeing of the community. The County annually receives numerous requests for support and is committed to treating all requests for contributions seriously by applying a consistent, fair, and equitable process.

County Council also recognizes that residents have the right to expect that tax dollars will be expended in a manner that is justifiable and maintains boundaries to ensure that outside groups have a defined process with set parameters under which they may be able to have access to public funds. These requests must also align with and support the Strategic Mission, Vision, Values of the County. Council is committed to working with groups and organizations that may engage in beneficial projects that are inclusive to all residents and to each of our communities, while recognizing the financial constraints impacting residents and the County's ability to provide funding for every cause.

PURPOSE:

The purpose of this policy is:

- To support inclusive services or events which are of a general strategic benefit to the County of Elgin
- To support volunteer, community-based organizations, that are not a service group, who are fundamental to maintaining quality of life,
- To provide staff, committees, and council with clear criteria for considering and responding to requests for donations, grants or sponsorships from external sources
- To provide an equitable process for groups and organizations seeking donation, grants or sponsorship support whether monetary or in-kind from the County of Elgin.
- To promote financial accountability and responsible stewardship of public funds using a process that permits adequate financial planning for grants or sponsorships
- This policy establishes procedures to be followed by the applicant, staff, and

any officially appointed representative of the County of Elgin.

SCOPE:

The scope of this policy framework allocates grants and sponsorships to eligible organizations and initiatives that support the County's current Mission, Vision and Values and Council's Strategic Plan. The policy ensures transparency, fairness, and accountability in the distribution of these funds, while aligning the County's strategic objectives related to the needs of the community. (Schedule F).

The County may provide funding through the following mechanisms in any given year:

- Grant: One-time financial contributions provided to eligible organizations or initiatives for specific capital projects that benefit the community and promote the County's strategic objectives in a positive manner and are inclusive to all residents.
- Sponsorship: Financial assistance, within limited award values, to eligible organizations or initiatives that request support for operations, capacity-building efforts, or activities.
- Donation: The County does not provide Donations for the purpose of general use for any organization. Requests for donations will be redirected to complete application to be considered using the framework within this Policy.

POLICY:

1. General Guidelines:

All requests for grants and sponsorships will be assessed based on availability of County resources, potential financial impact to the County, contribution to the well-being of members of the community, recognition of a mutually strategic program/cause, program inclusivity to all residents, and overall community impact.

Council recognizes that many groups and organizations offer events, programs and services that benefit the community. Council will consider requests for events, programs and services that fall under one of the following County Priority Areas:

1. Sponsorships – inclusively supports all residents through:
 - one-time programming support for Community Programs/Services that engage in cultural and heritage conservation, public education; health and/or welfare of all people within the community; OR
 - fairs, festivals or events that Council has determined provide some significant benefit to the community which are open to all members of the public and are asking for recurring support. (Date of submission: February 1 of each year)

2. Grants – a significant capital project that align with the objectives of the County’s Strategic Plan and additionally provides a significant economic benefit to the community outside the scope provided in 1 above. (Date of submission is no less than one year before date of need for the purposes of planning if program is funded by Council approval)

Maximum contributions for the categories listed above are detailed in Schedule C.

Grants and Sponsorships made by the County are not to be regarded as a commitment by the County to continue such support into the future. There is no guarantee that a request will be approved.

2. Eligible Applicants:

Groups or organizations must meet the following criteria to be considered for a County grant or sponsorship:

- a. Must operate as a registered charity, or incorporated non-profit or volunteer organization offering programs or services which address identifiable needs of the County of Elgin, or which provide benefit to the general community (see Definitions “Community”)
- b. Must demonstrate a clear need for the funds being requested to enable the group or organization to provide a specific program, service, or event.
- c. Must be located within the County and/or provide a direct benefit to the County and/or its ratepayers/residents.
- d. Shall submit a completed application form by the specified dates that are outlined under section 1 – General Guidelines.
- e. May be required to provide a budget for the project/event that **easily and clearly** outlines financial information about the **specific project/event** for which the funding is being requested and must accurately disclose the full value of any pledges outstanding or funding received for the project/event
- f. When requested, prior year comparative actual financial information of the same event must be provided
- g. Must include all necessary application documentation and information independent of assistance from County staff as set out in Schedule “A”.
- h. Must provide a copy of the group or organization’s most recent annual financial statements with the application as set out in Schedule “A” or when requested
- i. The group or organization has fulfilled any obligations outstanding from previous awards of grants or sponsorship by the County.

- j. Incomplete application/information will be deemed ineligible and will not be forwarded to Committee or Council for consideration.
- k. Application requests will be date-stamped when received and acknowledgement sent to the applicant by email. If more eligible applications are received than funds available, priority will be given to the applications received earliest.
- l. Late applications will be deemed ineligible and funds will not be paid to events that occur before the application deadline.
- m. Applications will be reviewed and evaluated to ensure completeness. Any deficiencies will be noted to the applicant.
- n. Committee or Council will choose to allocate, or not allocate, funds to eligible groups or organizations, in its sole and unfettered discretion.
- o. Cheques will be issued for the total amount that Committee or Council has approved for each group or organization following the approval of the application received.
- p. Only one application per group/organization will be considered per year.
- q. Only one grant per group/organization will be given for one program/event per year, stacking of projects will not be allowed.
- r. Grants and Sponsorships made by the County are not to be regarded as a commitment to continue such funding in perpetuity or again at any time in the future.
- s. In making a grant or sponsorship, Committee or Council may impose such conditions and/or restrictions as it deems fit.
- t. No request shall be granted that binds the Corporation beyond the current term of Council.

3. Non-eligible Funding and Activity

Council will not consider providing a County Grant or Sponsorship to the following:

- a. Individuals.
- b. For profit businesses.
- c. Groups/Organizations with political or religious affiliation.
- d. Groups/Organizations who have failed to provide satisfactory reports, including requested financial statements, as to the success or outcomes of previous County funding and specifically with respect to the allocation of grant funds previously provided.
- e. Other levels of government.
- f. Discriminatory activities and events.
- g. Activities that are contrary to the policies of the County.
- h. Activities which are deemed to be unlawful.
- i. Activities where the funds will not directly support a program or event organized

by the applicant, but will instead be used to assist the fundraising efforts of another group.

- j. Late, incomplete, or multiple applications by any group
- k. Loan Guarantees for any outside organization or project.
- l. Capital projects or one-time programming that has previously received County support to the maximum of 10% of the cost of the project or program.

4. Funding of the Grants and Sponsorship Program:

Council reserves the right to pause the funding of this program at any time. Council may otherwise set aside an annual amount that will be apportioned to Grants and Sponsorships fund in the following manner:

1. Sponsorships – will be funded at the rate of the prior year’s Sponsorship budget amount plus an annual increment of CPI using the October over October prior year rate as aligned within the priorities of the budget.
2. Grants – Option to fund or not fund program will be determined by Council during budget deliberations in one of the following manners:

Option #1) At the end of the accounting cycle, funds may be redirected from the reassessment reserve after appeals are known to be settled and only after the Growth fund needs are fully considered and reconciled. No more than ½ of 1% of the prior years levy may be redirected annually from settled appeals in order to not burden the taxpayer by adding additional need for taxation onto the levy. (see reserve and reserve fund policy, Growth Reserve Policy) (eg. 2023 amount would have been \$215,500)

Option #2) Add an amount equal to one half of one percent of the prior year levy to the current year needs annually. Treasurer to identify this amount as discretionary funding for review and approval by Council each budget year. (Example: 2023 amount would have been \$215,500 which equates to \$3.29 per \$100,000 of assessment on a Residential property)

Option #3) Whereby ½ of 1% on the levy would add additional unnecessary burden on the taxpayer, Council desires to pause consideration of funding to any related to Community Development Partnerships as it applies to large Grants for this fiscal year due to other County related budgetary pressures and needs. Groups with the ability to raise funds as a Charitable organization are encouraged to redirect their efforts to connect with individual community ratepayers who will receive direct benefit as donors via a personal donation receipt.

Option #4) Special area tax levy rules have been reviewed and determined to be not applicable to this program at this time. (Ref: Municipal Act 2001, Section 311 &

326)

The above program streams are subject to the following restrictions:

Each request will be considered in written format only, as defined by this policy. Requesting agencies will not be granted a delegation or access to Council, Committee, or staff to publicly or privately petition/lobby for their application.

When making decisions related to grant or sponsorship, the County or Committee may impose such conditions and/or restrictions as is deemed fit such as a requirement to recognize the County. Recognition will be based on the size of the involvement in the event with sufficient communication to the County demonstrating compliance.

Multi- year capital grants may be considered and will be paid for based on the original year implemented as future increments cannot be forecasted accurately. Unallocated amounts at the end of any year may be set aside in a reserve for use to reduce taxpayer burden in an upcoming year. Multi-year commitments will not extend beyond the term of Council making the commitment.

Capital projects that may be planned or are to be constructed on County land will require the land to be removed from the County's control prior to the beginning of Construction. In-kind Grants or Sponsorship will be valued and the affected department within the County will be reimbursed from the annual Grant apportionment.

The decision regarding each application is final. Once the annual budget allotment has been exhausted, any further funding requests will not be considered and will need to be resubmitted in a subsequent fiscal year for consideration.

5. Types of Financial Assistance

1. Requests may include in-kind contributions for County owned resources:
 - i. Use of County owned facility(s) – fee waived or reduced.
 - ii. Use of County owned equipment (includes County staff to operate equipment) – fee waived or reduced.
 - iii. Use of County owned materials – fee waived or reduced.
 - iv. Use of staff resources – regular/overtime at current rates.
 - v. Maximum value of any in-kind donation will not be valued at more than \$2,000.
2. Grants and Sponsorships will be considered and distributed as per Schedule C
3. Maximum value of any grant or pledged grant will not exceed total County support over and above 10% of the total project budget.
4. No pledge of Grant or Sponsorship will bind the County above the amount available as per the Policy annually or beyond the current term of the Council making the commitment.

6. Application Process:

- a. Applicants that wish to be considered for grant or sponsorship must apply in writing to the County using the application form – Schedule A
- b. Applications are submitted **annually**
- c. All applications must be submitted to the Administrative Department by the dates outlined on Schedule A.
- d. An annual allocated amount is approved for these purposes yearly within the County budget. The amount of funds shall be distributed based upon the evaluation criteria, category, and number of the requests within the upcoming fiscal year.

7. Sponsorships:

- a. That no funds shall be loaned by the Corporation of the County of Elgin to any organization for community events or capital projects.
- b. In accordance with the County's insurer, any event/project, not under the complete control of the County, will not be insured under the County's insurance policy.
- c. A contribution towards the cost of a rider on a group's liability insurance coverage may be eligible should it directly relate to the event in question and should be included as part of the outlined budgetary needs of the event.
- d. Priority may be given to groups that have not received grants in a prior year.

8. Grants - Capital Projects

- a. Where projects consist of a capital component, the applicant **may** be eligible for County assistance in the form of a Grant within the parameters of the annual budgeted allotment.
- b. County contribution of Grant is limited to 10% of the total project budget and is inclusive of any or all gifts previously pledged or given towards the same project. Regardless of the grant request, the pledge will not exceed a maximum payment of one half of one percent of the previous year's County levy in any given year if that amount is not already pledged. Terms of the Grant will not extend beyond the current term of Council.
- c. Multi-year pledges will be taken into consideration within their pledged years placing restriction on the amount that will then be available for additional donation to other groups in future years during that term of Council.
- d. The County will not provide Guarantees for Loans for other agencies or organizations for any purpose.
- e. The County will not provide operational funding through this Grant program. All projects must be related to one-time capital expenditures only with a defined end date.
- f. Sign-off for a Large Grant will be required. The County reserves the right to modify

Schedule D before signing to ensure that the agreement protects the assets and interests of the County and its ratepayers. Interest will not be paid over and above pledged amounts.

- g. Final approval of large grant requests will be the responsibility of Council on qualifying applications.
- h. Councillors who sit on the board of directors or who have direct involvement with any group/organization requesting funding may not vote on the application acceptance.
- i. Projects submitted by other government agencies will not be eligible for any consideration.

Reference Reserve and Reserve Fund Policy

9. Disaster Relief

- a. Grants to disaster relief funds shall be decided on a one-time case-by-case basis by Council in accordance with funding examples made by other local municipalities.

10. Accountability and Recognition Requirements:

- a. Successful applications must acknowledge the County's contribution in event advertisements. A copy of the logo will be provided for use.
- b. Grants may be approved with certain other terms and conditions. The letter of approval will state if any such restrictions apply to your specific grant
- c. Applicants given a grant or sponsorship will be held accountable for the expenditure and reporting of the funds in accordance with the stated objectives/plans relevant to this program.
- d. Future support will be reviewed based on past demonstrated fiscal responsibility of the applicant.
- e. Grants or sponsorships given are not transferrable between projects or groups without prior Council approval and must be used for the specific purpose outlined.
- f. If the event/initiative does not move forward, the recipient is obligated to return the donated funds for the proposed project.
- g. Once the event has been held, the applicant has 60 days to submit a full accounting of the event.
- h. From time to time, County officials may be requested to attend the event to open or close the event or pose for a picture or cheque signing. This may also be a special request of Council. Arrangements will be made through the County Administration office well in advance to accommodate scheduling.
- i. Reporting shall include:
 - A picture or newspaper article of the event's activities from the day of the event

- Number or approximate number of attendees
- A full reconciliation of the Revenues collected at the event including other sponsorships, and a full reconciliation and details of costs expended to hold the event
- Explanation of where the County of Elgin logo was used in Advertising or Recognition of County support.

11. Staff and Committee/Council Procedures

- a. Council may set aside an amount annually in the budget to be apportioned to support this policy as per Section 4 above.
- b. Delegations to Council or Committee for the purpose of solicitation of County funds to support an event or project will not be permitted to circumvent the process and will be monitored during the intake and award period of the grant process.
- c. County staff will not assist in the completion of any application submitted to ensure compliance with submission requirements
- d. Requests received, as per Schedule A, will be reviewed by staff and determined to be either eligible or ineligible using Schedule B
- e. Eligible applications will be summarized and presented to either Council or Committee for consideration
- f. Ineligible applications will be notified and advised as to the reason why their request did not proceed through the process.
- g. Once the annual allotted amount of Grant or Sponsorship has been exhausted, any further funding requests will not be considered. These applicants will be notified when/if this occurs and will require resubmission during the next intake period.
- h. Record of approved requests will be issued their funding cheques once approved
- i. By December 1 of each year, staff will determine if reporting back has been completed and, if not, will provide one-time follow-up with the group advising that they are non-compliant.
- j. Before the next intake period, staff will report back to Council or Committee information related to non-compliance
- k. Non-compliant applicant information from current and prior years will be kept to provide information during future intake years and used to ensure that these groups do not obtain further funding until compliant
- l. Applicants may comply by submitting either the appropriate missing information or by returning the funds originally gifted by Council.
- m. After one further year of suspension, said applicant may be removed from the list of non-compliance.

12. DEFINITIONS:

- “Applicant” means the group or organization making the request for grant or sponsorship. Change of leadership within the organization or group does not change the status of the applicant.

- “Capital” means a project involving the construction or purchase of an item of physical substance that will be used/available for more than one year. Large requests must be forwarded to Council for approval and will require group/organization to submit all supporting documentation or application will not be forwarded.
- “Committee” means a committee or subcommittee of Council with delegated authority to administer all or some portions of the Grant Program
- “Community” means the jurisdictional boundaries within the Corporation of the County of Elgin. Grant Priority Area for streams #2 and #3 may consider exceptions within the boundaries of the City of St. Thomas.
- “County” means the Corporation of the County of Elgin.
- “Donation” is typically given without restriction on funds being spent on specific projects or initiatives.
- “Facility” means County lands, buildings and portions of buildings available for rent or lease (owned and operated by the County).
- “Fees” means charges levied with respect to the renting/leasing of facilities and related equipment as set out in the County’s Fees and Charges By-Law.
- “Grant” is defined as a sum of money given by a government or other organization for a specific purpose.
- “In-Kind” means the use of County property/facilities, materials, or resources other than cash.
- “Large Grant” means a contribution provided to the applicant to support a Capital Expense with a defined end date at an amount as outlined in Schedule C.
- “Levy” means the portion of County Revenue required less all other sources of funding that is imposed upon ratepayers to balance the budget. The portion of County Revenue that is raised by taxation only.
- “Partnership” means a simple partnership that involves a short-term agreement or contract under which two or more entities agree to unite their efforts or their resources to achieve a common goal.
- “Non-compliance” means that the group or organization has failed or refused to comply with the terms of a previously successful application of grant or sponsorship given to them for an event or special project.

- “Non-profit organization” means an organization that does not exist to make a profit and provides public benefit through arts, culture, recreation, education and/or community-focused activities operating within the County.
- “Service Group” means a service club or service organization that is a voluntary nonprofit organization where members meet regularly to perform charitable works either by direct hands-on efforts or by raising money for other organizations. These organizations may raise funds to forward same to other organizations. Examples may include but are not limited to: Kiwanis International, Rotary International, Lions Clubs International, Civitan International, DeMolay International, Sertoma, and Optimists International.
- “Small Grant” means a contribution provided to the applicant to support a program, service, or operating expense requested at an amount as outlined in Schedule C.
- “Sponsorship” means a contribution requested to support a specific program, service, or operating expense given at a set amount as in Schedule C.

DRAFT

Schedule A
 COUNTY OF ELGIN
 Grant and Sponsorship Policy Application Form
 (*indicates a mandatory field)

Contact Information

Name of Organization*	
Contact Person Name*	
Position*	
Phone Number*	
Email*	

* (Organization will be responsible for Reporting back after the event/project has concluded)

Under which Priority Area/Category is your request applicable (choose only one)
 Deadlines included in Section 1 of Policy Attached:

- a) Sponsorship (Fill out Sections 1 & 4)*
- c) Grants (All Sections are to be completed)
 Grant Request (where Grant requested is **above \$2,001 meeting 10% of capital project need and Capital in nature**)*

Total Amount Requested*: _____

Section 1 – Tell us about your project

Is your Group based in the County of Elgin Yes / No

Is your Group Not-for-Profit or Charity? Yes / No

Is your Group affiliated with another organization? Yes / No

If Yes above please identify the other group or organization _____

How many years has your Group/Organization been in Operation? _____

Please describe what services your Group/Organization provides to the residents of the County of Elgin?

Outline where this project, program/service or event will take place. If you are applying for event funding, please indicate anticipated event attendance. If you are applying for program or service, funding please indicate how many people from the County of Elgin use this service.

Please provide a short, clear description of the project, event or program/service and how the funds will be used. Please include key dates/scheduled activities and target audience.

How does your project, event or program/service fill a need in the community? Please describe how the community is enhanced to achieve a positive impact.

If this is not a new project, event or program/service, please describe how County support will enhance your project, event or program/service to increase participation and/or volunteerism:

Please describe the financial need of your organization and why you are requesting this support:

Section 2 – Show us your proposed event/project Budget

Must provide a budget for the project/event that **easily and clearly** outlines financial information about the **specific project/event** for which the funding is being requested and must accurately disclose the full value of any pledges outstanding or funding received for the project/event at the time of submission.

Sample budget outline provided below. Attach your event/project budget to this application.

<u>Revenue Needed</u>	<u>Budget</u>	<u>Amount received to date</u>
Include pledges		
Include other funding		
Include projected other revenue		
<u>Expense</u>	<u>Budget</u>	<u>Amount Spent to date</u>
Include advertising costs		
<u>Total Revenue less Expenses</u>		

Section 3 – Detailed Project Outline and Financial Statements

Attach further documentation related to the project as follows;

- Your organizations’ prior year financial statements
- Outline all areas of fundraising that have been explored
- Ensure that Section 2 above is provided in **detail and include quotes or tender documents** to support your budget and that demonstrate responsible procurement practices.

Include further detailed documentation about your project that include:

- Why do you consider County participation in your project necessary?
- What other government funding has been obtained/applied for to support the project? Provide current funder decision of this support and reason for their decision.

- How will this project directly benefit the ratepayers of the County of Elgin?
- Provide consultant reports, including statistics, to support the above?

_____Initial - Acknowledgement that approvals of Large Grants may be subject to the signing of an agreement with the County of Elgin (sample Schedule D)

Section 4 – Acknowledge Privacy Statement, Report Back Requirements, and Application Sign Off

Personal information, as identified by the County Freedom of Information and Protection of Privacy Act (MFIPPA) including name, address, telephone number and electronic email address is collected under the authority of the County Act, 2001 and in accordance with MFIPPA and other legislation.

I, the undersigned, have read and understand the requirements to report back, as per Section 10 – Accountability and Recognition, the results of the event/project to the County of Elgin after the event has concluded. I understand that the Grant provided is not transferrable to another group/organization. If the event is cancelled or fails to occur, I understand that the funds granted will be owing back to the County of Elgin.

I, the undersigned, certify the information in this application is, to the best of my knowledge, true, correct, and complete. I understand that I will be notified of a decision regarding this application once approved or denied.

We have attached all relevant documents/information based on the type of support our application category requires as chosen above.

Organization Representative Name (Print):	
Applicant Signature:	

Schedule B

COUNTY OF ELGIN
 Grant or Sponsorship Application Evaluation Checklist (for Staff
 use only)

Date Application Received		
Group/Organization Applying		
Acknowledged Receipt on	Date:	
Application is Scored		
Application is Eligible/Ineligible	If Ineligible provide Reason below:	
Amount being requested.		
Under which Priority Area/Category is your request applicable (choose only one):		
<input type="checkbox"/> a) Sponsorship (Fill out Sections 1, & 4) <input type="checkbox"/> b) Grants (All Sections are to be completed) <input type="checkbox"/> Grant Request (Council) (Project Budget Grant \$2,001 or above)		
Criteria (Staff to Complete prior to Review at Council/Committee)	Yes	No
Application received by the deadline.		
Application meets criteria of program applied for		
Organization/Group based within, operating within, or serving the County of Elgin.		
Event/Program occurring within the County of Elgin.		
Event/Program benefitting residents of the County of Elgin.		
Organization/Group a registered Charity or Non-Profit.		
Funding request clearly indicated.		
Organization/Group has not received assistance from the County of Elgin in prior year or in a current ongoing agreement		
Request ask does not exceed 10% of total program budget and County has not exceeded funding of this project in a prior period.		
Organization/Group receiving assistance from other sources.		
Applicant is in good standing relative to past grants/sponsorships?		
Is Schedule D required? (Legal review necessary)		
This application meets all criteria necessary to be forwarded to Council or Committee including Agreement and appropriate Documentation?		
Council Strategic Benefit/Initiative enhanced by supporting this application.		
Date forwarded to Council/Committee		
Council/Committee Decision on Date:		
Follow up on Schedule E Completed		

Schedule C

COUNTY OF ELGIN
 Grants or Sponsorship
 Maximum Contribution Scale
 Authority under this Policy

Committee Grants Program and Economic Development Partnerships	
Fair	\$2,000 maximum Approved by Council approved SubCommittee
Festival	\$2,000 maximum Approved by Committee Council approved SubCommittee
Program Specific Support – Other Requests and Economic Development	\$2,000 maximum Approved by Council approved SubCommittee
In Kind Grant	\$2,000 maximum Approved by Executive Leadership Team
Small Grants - Small specific project – List specifics (consideration may be given after applications for above is exhausted)	\$5,000 Maximum – funding limited to no more than 10% of total Budget – one-time requests only Approved by Council approved SubCommittee
Economic Development Partnership or other Departments as applicable – Specific one-time event where County staff have direct agreed upon involvement in the event (with deliverables)	\$1,501 to \$5,000 Maximum – funding limited to no more than 10% of total Budget – one-time requests only that are in alignment with the County’s current Strategic Plan Approved by Executive Leadership Team
Community Development Partnerships (Council Approval Required)	
Large Grants - Large specific Project above \$5,001 – Restricted to Capital Programming support will not be considered.	Funding is limited to no more than 10% of the full project budget. Grant not to exceed Budgeted annual amount and pledges will not bind Council beyond their current term Approved by Council
Disaster Relief	Case-by-Case Basis Guided by actions of other Counties or Municipalities Approved by Council
Loan Guarantees for any agency or organization	Ineligible and will not be considered

Schedule D

AGREEMENT [SAMPLE ONLY – SUBJECT TO CHANGE]

THIS AGREEMENT made this [REDACTED] day of [REDACTED], 202[REDACTED] (the "Effective Date").

BETWEEN:

CORPORATION OF THE COUNTY OF ELGIN
(hereinafter called "County" or "Municipality")

OF THE FIRST PART

- AND -

INSERT NAME OF LEGAL ENTITY
(hereinafter called "Organization")

OF THE SECOND PART

RECITALS:

WHEREAS section 107(1) of the *Municipal Act, 2001*, c. 25, provides that Council may provide a grant to a group for any purpose that Council considers in the interest of the municipality;

AND WHEREAS Elgin County Council wishes to provide modest financial assistance through the [Grant Program] to eligible and approved Elgin County non-profit organizations for projects that meet Program criteria and align with the goals of the Program;

AND WHEREAS the Organization has applied for and wishes to receive such support from the County;

AND WHEREAS the Organization been approved by Elgin County Council for participation in the Program;

AND WHEREAS the Municipality and the Organization now wish to formalize their agreement pursuant to the purchasing policies of the Municipality;

NOW THEREFORE in consideration of the sum of TWO DOLLARS (\$2.00) now paid by each party to the other as well as the mutual covenants contained herein, the nature and extent of which consideration is acknowledged as sufficient and received, the Parties hereto agree as follows:

1. GENERAL

1.1. Purpose of Agreement

This Agreement is for the provision of a Grant to the Organization in return for certain guarantees assuring the County of the benefit of the Project to the County and use of the Grant by the Organization for the faithful completion of the Project.

2. DEFINITIONS AND INTERPRETATION

2.1. Definitions

In this Agreement, unless the context otherwise requires, the following terms, regardless of capitalization, shall have the following meanings:

2.1.1. "Agreement"

"Agreement" means this agreement, including any recitals and schedules to this agreement, as amended, supplemented or restated from time to time.

2.1.2. "Confidential Information"

"Confidential Information" shall mean any non-public information, whether in oral, written, electronic, or other form, disclosed by the Municipality to the Organization that is identified as confidential or would reasonably be understood to be confidential under the circumstances. Confidential Information includes, but is not limited to, personal health information, municipal plans, policies, proprietary data, financial information, infrastructure plans, public safety strategies, internal reports, and any other information that is not publicly available.

2.1.3. "Council"

"Council" means the elected municipal council of the Municipality.

2.1.4. "Effective date"

"Effective date" means the date set out at the top of the Agreement.

2.1.5. "Grant"

"Grant" means all moneys, funds, or other financial instruments or products disbursed or given by the County to the Organization.

2.1.6. "Program"

"Program" means the Elgin County Community Grant Program.

2.1.7. "Project"

"Project" means the program, service, festival, fair or other event to be undertaken and completed by the Organization for which the Grant contemplated by this Agreement has been provided under this agreement.

2.2. Interpretation

2.2.1. Governing Documents and the Precedence Thereof

In case of any inconsistency or conflict between or within the provisions of this Agreement any other document or writing, the provisions of such documents shall take precedence and govern in the following order:

- i) The body of this agreement;
- ii) The Schedules hereto, including Schedule "A", being the Application for the Grant, and Schedule "B", being the Terms and Conditions of the Grant.

These documents are integrated into this agreement and collectively form the entirety of the agreement between the parties, and no supplement, modification, amendment, or termination of thereto shall be binding unless executed in writing by the Parties. These documents are collectively referred to herein as the "Agreement".

2.2.2. Gender/Number

Words importing the singular shall include the plural and vice versa. Words importing gender shall include all genders.

2.2.3. Headings Do Not Govern

The headings contained in this Agreement are for reference only and in no way affect this Agreement.

2.2.4. "Include"

All instances of the word "include" and all conjugations thereof should be read as though immediately followed by the words "without limitation".

3. GENERAL COVENANTS OF THE ORGANIZATION

In addition to the other requirements of this Agreement, the Organization hereby acknowledges, agrees, and covenants that:

- i) The Organization is a legal entity that agrees to be bound to complete the Project as set out in Schedule "A" hereto;
- ii) The Organization and its Project meet the Community Grant Program criteria and will continue to do so throughout the Term of this Agreement;
- iii) The information contained in the Program Application Form was and is true and correct and there has been no change in said information. The Organization shall notify the County within seven (7) days of any change to said information;
- iv) The Organization will use the Grant or any portion thereof only for purposes directly relating to the Project;
- v) Should any portion of the Grant not be utilized by the Organization for the Project then the Organization shall immediately return the unused portion of the Grant to the County following completion of the Project;
- vi) At all relevant times during the effective Term of this Agreement, the Organization shall have and maintain at least the following governance procedures:
 - a. procedures to provide for the prudent and effective management of Grant funds and monies;
 - b. procedures to enable the successful undertaking of the Project;
 - c. procedures to enable the preparation and delivery of all reports required herein.

4. GENERAL COVENANTS OF THE COUNTY

The County shall disburse a Grant of \$XXXX to the Organization within thirty (30) days of the execution of this Agreement by all parties.

5. SUMMARY OF PROJECT AND GRANT

The Parties acknowledge and agree that the following summary particularizes the Organization, the Project, and the Grant as contemplated by this Agreement:

Address:

Authorized Applicant:

Community Grant Program Funding Stream:

Telephone Number:

Date of Approval:

Email Address:

Description of Project: See Schedule "A" 20 | Page

Anticipated Commencement Date
of Project:

Anticipated Completion Date
of Project:

Amount of Grant and Disbursement
Schedule:

Grant Period:

The term of this Agreement is from the effective date to the later of the Anticipated Completion Date and the Actual Completion Date of the Project. Time is of the essence in this agreement.

6. TERMINATION

6.1. Termination for Cause

In the event of default hereunder by the Organization, which shall include any failure to meet any obligation imposed by this Agreement, any unapproved delay in the Project, or any act of bad faith, the Municipality may cancel the Grant immediately and without notice. In the event of such cancellation, any and all Grant monies previously disbursed to the Organization are immediately due and payable to the County by the Organization. Such payment shall be delivered by the Organization within fifteen (15) days of receipt of a written notice of default and cancellation.

For clarity, if any agent of the Organization treats any Municipal agent, including Municipal officers, staff, volunteers, or other agents, in a manner that violates a workplace policy of the Municipality, including anti-harassment and anti-bullying policies, such conduct shall constitute a default under this agreement that may form the basis for termination without cause under this provision.

The obligations for repayment of any amount owing to the County, the insurance and indemnity provisions of this Agreement shall survive termination.

7. SAFETY AND EQUIPMENT

7.1. Safety

The Organization warrants and agrees that it has the expertise, knowledge, and abilities necessary to ensure compliance with all relevant safety standards applicable to the Project, which include statutory, regulatory, by-law, professional, and other applicable safety standards. The Parties therefore agree that ensuring that the Project is performed in a manner that ensures the safety of the Organization, Equipment operators, members of the public, and public and private property is the sole responsibility of the Organization.

7.1.1. Safety Training Required

Any and all operators, employees, or other agents of the Organization shall be trained in a manner that ensures that their duties are carried out safely and in compliance with relevant statutory, regulatory, professional, or other applicable standards.

7.1.2. Organization to Ensure Compliance

The Organization warrants that it is aware of and will at all times ensure compliance with all relevant safety standards, which include statutory, regulatory, by-law, professional, and other applicable safety standards, including under the *Occupational Health and Safety Act*, R.S.O. 1990. C. O.1, as amended from time to time.

7.1.3. Workplace Safety and Insurance Board

If the Organization has employees or is otherwise required to register with the Workplace Safety and Insurance Board, then upon execution of this Agreement and upon request thereafter the Organization must obtain and forward to the Municipality a certificate of clearance from the Workplace Safety and Insurance Board stating that, as of the current date, the Organization is in good standing with the Board.

7.1.4. Ministry of Labour Requirements

The Organization shall ensure that its employment practices, employment standards, and notices of contract comply with all relevant statutes, regulations, and requirements of the Ministry of Labour.

8. INSURANCE

The Organization shall take out and keep in force throughout the term of this Agreement a comprehensive policy of public liability and property damage, which shall include bodily injury and property damage liability, personal injury liability, completed operations liability, and blanket contractual liability with a severability of interest and cross liability clause. Such policy shall provide coverage in respect of any insurable event with a minimum limit of \$2,000,000.00 (Two Million Dollars), exclusive of interest and cost, against loss or damage resulting from bodily injury to, or death of, one or more persons and loss of or damage to property. Such policy shall further name the Municipality as additional insured. The Organization shall, at the request of the Municipality, forward a certified copy of the policy or certificate thereof to the Municipality before the work is started.

Prior to the use by the Organization or any agent thereof of any vehicle not covered under the aforementioned policy, the Organization shall take out and keep in force throughout the term of this Agreement a Non-owned Automobile liability policy or other applicable policy that shall provide a limit of no less than Two Million (\$2,000,000) dollars per occurrence and which shall name the Municipality as additional insured.

All aforementioned policies of insurance shall:

- i) Be written with an insurer licensed to do business in Ontario;
- ii) Be non-contributing with, and will apply only as primary and not excess to, any other insurance or self-insurance available to the Municipality;
- iii) Contain an undertaking by the insurer to notify the Municipality in writing not less than sixty (60) days before any material change in risk or cancellation of coverage.
- iv) Provide that any deductible amounts shall be borne by the Organization.

9. INDEMNITY

The Organization shall indemnify and hold harmless the Municipality, its officers, Municipal Council, Employees and volunteers from and against any liabilities; claims; expenses; demands; losses; costs, including legal costs on a full indemnity basis; damages; suits or proceedings by whomsoever made, arising directly or indirectly by reason of any requirements of this Agreement, save and except for loss or damage caused by the negligence of the Municipality or its employees. The Organization shall take due and proper precautions for the prevention of accidents to its employees and other persons and property during or in consequence of the work and should the

Municipality incur, pay or be put to any loss, damages, costs, charges or expenses or claims arising out of any failure to do so, the Organization shall forthwith, upon demand, repay the same to the Municipality. These indemnities shall survive the expiration or termination of this Agreement and continue thereafter in full force and effect.

The Municipality shall not be liable to the Organization or any other party in relation to the Project undertaken by the Organization pursuant to the Terms of this Agreement and the parties agree that the Organization shall not be deemed an agent of the Municipality for any purpose under this Agreement. The Organization shall be solely responsible for the payment of any individuals or other entities employed, engaged or retained by the Organization for the purpose of assisting it in the fulfilment of its obligations under this Agreement.

10. RECORDKEEPING, REPORTING, AND RIGHTS OF INSPECTION

10.1. Recordkeeping

The Organization shall preserve all accounts, records, receipts, vouchers, and other documents pertaining to the Project or the use of the Grant. Such records must remain available for inspection by the Municipality until the expiration of two (2) years from the date of the completion of the Project.

10.2. Requirement to Report

The Organization shall submit a Project Report to the County no later than six months after the commencement of the Project and at least every additional six months thereafter. The Organization shall submit a final Project Report within sixty (60) days of completion of the Project. Project Reports shall contain a detailed financial accounting of use of the Grant funds.

10.3. Rights of Inspection

The Organization will grant County staff access to its records of the Project and Grant for the purpose of determining compliance with this Agreement. To facilitate the County's rights of inspection, the Organization shall make available all facilities, physical and otherwise, for such audits and inspections and shall furnish the County and its authorized representatives with all such information as is from time to time required or requested. The County shall have the right to make copies thereof and take extracts therefrom.

11. MISCELLANEOUS

11.1. Acknowledgement of Contribution

The Organization shall, as approved by the County, acknowledge the financial support of the County in any and all publications or media releases of any kind relating to the Project. The Organization shall note in any such publication that the views expressed therein are not necessarily the views of the County.

11.2. Confidentiality and Disclosure

The Organization hereby agrees to keep confidential all confidential information received from the Municipality, except as otherwise required by law. The Organization acknowledges that all records, including information received from the Organization, that are in the custody or control of the Municipality are subject to the *Municipal Freedom of Information and Protection*

of Privacy Act, R.S.O. 1990, c. M.56, as amended or replaced, and may be subject to disclosure thereunder. The Organization hereby attests to its knowledge of the *Municipal Freedom of Information and Protection of Privacy Act* and the regulations thereto.

11.3. Delay

In the event that there is a Service Delay for any reason whatsoever, including equipment breakdown or operator unavailability, the Organization shall notify the Municipality thereof by email and telephone as soon as possible. The Organization acknowledges that such delay could result in damages, including liquidated damages against the Organization and that such damages may be deducted from any subsequent payment to the Organization.

11.4. Notice

Except as otherwise specified, where any notice, direction or other communication is required to be or may be given or made by one of the parties hereto to the other, it shall be deemed sufficiently given or made if delivered in writing to such party at the following addresses:

MUNICIPALITY:
(ADDRESS)
(E-mail)

ORGANIZATION:
(ADDRESS)
(E-mail)

11.5. Non-Enforcement Does Not Constitute Waiver

No waiver of any part of this Agreement will be deemed to be a waiver of any other provision. No term of this Agreement will be deemed to be waived by reason of any previous failure to enforce it. No term of this Agreement may be waived except in a writing signed by the party waiving enforcement.

11.6. Governing Law

The validity, construction, and performance of this Agreement shall be governed by the laws of the Province of Ontario and the Law of Canada applicable therein from time to time.

11.7. Execution by Counterpart: Electronic Signatures Permitted

This Agreement may be executed in one or more counterparts and thereafter exchanged by scanned, emailed or facsimile transmission methods, each of which document, once executed, shall constitute an original thereof and all of which together shall constitute one and the same Agreement. This Agreement may be signed by way of electronic signatures, provided that such electronic signatures comply with the Municipality's policies regarding the same.

11.8. No Assignment without Consent

The Organization may not assign this Agreement or any right or obligation under this Agreement without receiving the Municipality's written consent in advance.

11.9. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties.

11.10. Severability

If any clause of this Agreement shall be determined by a court of competent jurisdiction as illegal or unenforceable, then such clause shall be considered separate and severable from the rest of this Agreement, and the remaining provisions shall remain in full force and effect and shall continue to be binding upon the parties as though the illegal or unenforceable clause had never been included.

IN WITNESS WHEREOF this Agreement has been executed by the parties as of the effective date.

SIGNED AND DELIVERED

) ORGANIZATION
)
)
) per: _____
) Name:
) Position:
)
) *I/We have authority to bind the Corporation.*
)
)
) MUNICIPALITY
)
)
) per: _____
) Name:
) Position:
)
)
) per: _____
) Name:
) Position: Chief Administrative Officer
)
) *I/We have authority to bind the Corporation.*

Schedule E

COUNTY OF ELGIN
 Grants and Sponsorship Policy
 Report Back Requirements (for tracking of compliance by Staff)

Date of Event or Project Completion			
Group/Organization			
Amount Paid to Group/Org			
Other:			
Client in Good Standing with Reporting			
Reporting shall include:	Yes	No	
Reporting received on or before 60 days after event			
A picture or newspaper article of the event activities from the day of the event			
Number or approximate number of attendees/users			
A full reconciliation of the Revenues collected at the event/for the project including other sponsorships, and a full reconciliation and details of costs expended to hold the event/complete project.			
Explanation of where the County of Elgin logo was used in Advertising or other Recognition of County Support			
Other requirements: As per Application			
Council/Committee requested report back information be circulated to them			
Follow up Required on Date:			
Contacted Client by email(s) attached			
Client has resolved concerns on: Date: _____			
Date forwarded to Council/Committee due to non Compliance:			
Council/Committee Decision on Date:			