

This Agreement made this day of _____, 2020

Between:

The Corporation of the Municipality of South Huron
(Hereinafter called the "Municipality")

-and-

Grand Bend Community Foundation
(Hereinafter called the "Foundation")

Whereas the Municipality wishes to improve the well-being of the community and its residents, through its support of projects/events, activities, or programs that support, sustain, promote, inform, educate, celebrate, preserve or provide access to and benefit local communities in one of the following categories:

- Children
- Youth
- Seniors
- Community Investment (grants to help achieve social, economic and cultural goals for residents)

Whereas the Municipality wishes to promote the self-sufficiency of community non-profit groups and programs by encouraging those in receipt of funding, to become self-supporting; and

Whereas the Municipality recognizes the potential for enhancing the positive impact that can be made in the aforementioned areas by way of increased growth and distribution of funding through the creation of an endowment fund; and

Whereas the Foundation wishes to assist the Municipality in with the endowment fund established by the Municipality by administering and granting from the fund, in accordance with specific terms and conditions as established by the Municipality and outlined in Schedule A hereto;

The Parties have agreed as follows:

1. Definitions

- 1.1. “South Huron Community Vitality Fund” – the endowment fund established by the Municipality.
- 1.2. “South Huron Community Funds” – a series of segregated funds, including the South Huron Community Vitality Fund which are focused on supporting charities and projects in the Municipality.
- 1.3. “Executive Director” – Executive Director of the Grand Bend Community Foundation

2. South Huron Community Vitality Fund

- 2.1. The Municipality has authorized the establishment of the South Huron Community Vitality Fund and has directed its previously donated funds which are managed by the Foundation to be placed in the South Huron Community Vitality Fund. The Municipality shall contribute additional funds such that amount in the South Huron Community Vitality Fund is equal to or greater than \$50,000 or more. The Municipality may add to the South Huron Community Vitality Fund in future years.
- 2.2. In accordance with its established policies and practices, the Foundation shall determine the funds available for granting from the South Huron Community Vitality Fund, based on the performance of the Foundation’s investments in the previous year. Generally this will be a minimum of 3.5% of the value of the South Huron Community Vitality Fund at the end of the previous fiscal year.
- 2.3. An assessment of 2.5% of the value of the South Huron Community Vitality Fund at the end of the previous fiscal year will be charged to defray the costs of providing the services described herein.

3. Additional Funding

- 3.1. The Municipality may, at its discretion, make additional funding for community grants available on an annual basis, in addition to the funds made available from the South Huron Community Vitality Fund endowment.
- 3.2. The Foundation shall also administer and manage the granting of these additional funds in accordance the process described below.

4. Grants Administration and Management

- 4.1. The Foundation agrees to administer and manage the South Huron Community Vitality Fund and any additional funding provided under section 3, in accordance with this agreement and the attached Policies described in Schedule “A” and in accordance with the policies, guidelines and requirements of the Municipality as communicated to it.

5. Charitable Status

- 5.1. As a Public Foundation, the Foundation is restricted by the Income Tax Act to make grants or distributions only to Registered Charitable Organizations.
- 5.2. The relationship between the Registered Charity and the non-charitable organization must be formalized and documented under a written agreement before an application will be accepted by the Foundation.
- 5.3. The Municipality will not establish a partnership or agency relationship or act as 'sponsor' for an organization through this program.

6. Granting Process

- 6.1. The Foundation shall administer and manage granting from the South Huron Community Vitality Fund in a diligent and professional manner, using qualified personnel.
- 6.2. The Foundation shall establish a separate South Huron Community Vitality Fund Grants Committee in accordance with Schedule A, for the purpose of reviewing applications and recommending grant recipients.
- 6.3. The grant application deadline shall be April 1 of each year.
- 6.4. The Foundation, working with the Municipality, shall provide appropriate public notice of the South Huron Community Vitality Fund Program Projects through social and other media.
- 6.5. The Foundation shall provide information and advice about the granting process to organizations and individuals who request it.
- 6.6. In making its decisions, the South Huron Community Vitality Fund Grants Committee shall:
 - 6.6.1. Use existing Grand Bend Community Fund eligibility requirements and grant guidelines
 - 6.6.2. Refer requests for multi-year funding to Council
 - 6.6.3. Ensure that grant applications relating to projects carried out on municipal property are reviewed by the municipal contact and sanctioned by Council prior to grant decision making.
 - 6.6.4. Where possible, grant approximately one-quarter of the grant amount to each of the following priority areas: Children, Youth, Seniors and Community Investment within the geographic boundary of South Huron. It is acknowledged that meeting this requirement will depend on the type and quality of grant applications received.

- 6.7. The decisions of the South Huron Community Vitality Fund Grants Committee shall be reviewed by the Foundation's Board of Directors. When the decisions are final, the grants shall be distributed by the Foundation.
- 6.8. The Foundation shall submit to the Director of Financial Services a report of all grants awarded, including the names of the non-profit community organizations that are to receive grants, the amount of grant to be provided, and the specific service or program that will be provided to the community by the grant recipient.
- 6.9. The Foundation shall collect grant evaluations from grant recipients by December 31 of the year following the provision of the grant and share them with the Municipality.
- 6.10. The Foundation shall submit to the Municipality an annual report with respect to the South Huron Community Vitality Fund invested in the South Huron Community Fund, in accordance with the Foundation's practice for fundholders.
- 6.11. The Foundation shall comply with all laws and lawful orders and regulations imposed by any Municipal, Provincial and Federal authority.

7. Term

- 7.1. This agreement in relation to the administration and management of the granting process will be in force from the date of execution to November 12, 2022.
- 7.2. Funds invested by the Municipality in the South Huron Community Vitality Fund shall become part of a permanent endowment fund benefiting the people of South Huron.

8. Default

- 8.1. In the event that the Foundation is in breach of the performance of, or compliance with, any term, condition, or obligation on its part to be observed or performed pursuant to this Agreement, the Municipality will provide written Notice of Default, to be remedied within 30 days of receipt of the written notice.
- 8.2. If the default is not remedied or a plan satisfactory to the Municipality to remedy such default has not been put into place within the 30-day period, the Municipality may, in addition to any remedies otherwise available, immediately terminate the Agreement.

8.3. The fact that the Municipality refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon the Municipality shall not prevent the Municipality in any way from later exercising any other right or remedy under this agreement or other applicable law.

9. Termination

9.1. Either party may terminate this Agreement at any time without cause, upon not less than ninety (90) days written notice to the other party.

9.2. Should the agreement be terminated for any reason, the South Huron Community Vitality Fund will continue to be held permanently as a Donor-Advised fund by the Grand Bend Community Foundation for distribution for projects located within the geographic boundary of South Huron.

10. Assignment

10.1. This Agreement shall jointly and severally inure to the benefit of and be binding upon the Foundation hereto, its heirs, executors, administrators, successors and permitted assigns.

10.2. The Foundation shall not assign this Agreement or any part thereof without the prior written consent of the Municipality, and any assignment made without that permission is void and of no effect.

10.3. The Agreement shall inure to the benefit of and be binding upon the Municipality, its successors and assigns.

11. Notices

Any notice given under this Agreement by one Party to the other Party herein may be served personally or by sending the same by prepaid ordinary mail and addressed to:

- a. in the case of the Foundation:
Box 1150, Grand Bend Ontario, N0M1T0
- b. in the case of the Municipality:
332 Main Street A, Exeter ON N0M 1S6

or to such other address as either Party may from time to time designate by written notice to the other Party. Any notice given under this Agreement shall be deemed to have been served in the case of personal service on the day which it was

served personally and in the case of service of mail, on the second day next following the day on which it was posted.

12. Amendments

12.1. This Agreement may be amended by the mutual consent of the Parties. To be valid, any amendment to this Agreement shall be in writing and signed by the Parties.

12.2. The Parties agree that the Foundation's application process, including grant application forms and eligibility requirements shall pertain to granting from the South Huron Community Vitality Fund. Any change required to the Foundation's granting process will be communicated to the Municipality prior to implementation.

13. Schedules

13.1. All the terms of the Schedules are incorporated into this Agreement, except where they are inconsistent with this Agreement.

13.2. This Agreement and the attached Schedule(s) embody the entire Agreement and supersede any other understanding or Agreement, collateral, oral or otherwise, existing between the Parties at the date of execution and relating to the subject matter of this Agreement.

14. Indemnity and Insurance

14.1 The Parties shall indemnify, save and hold each other harmless from and against all liability, loss, claims, demands, costs and expenses, by any negligence or acts or omissions by the above-named, their officers, agents, employees, volunteers or others for who they are responsible at law, arising out of any cause whatsoever, either direct or indirect.

14.2 The Foundation will provide the Municipality, upon execution of this Agreement, proof of liability insurance in the amount of no less than Two Million Dollars (\$2,000,000) and otherwise acceptable to the Municipality.

15. Access to Information

15.1 This Agreement and all schedules and attachments are subject to the *Access of Information Act*, R.S.O. 1990 as amended. Any information collected by the Municipality pursuant to this Agreement is subject to the rights and safeguards provided for in the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O., 1990, as amended.

16. Governing Law

16.1 This Agreement shall be interpreted in accordance with the law of the Province of Ontario.

In Witness
Whereof, the Parties hereto have executed this Agreement, as of the date first above written.

Signed, sealed and delivered this day of , 2020.

Grand Bend Community Foundation

By: _____

By: _____

I/We have the authority to bind the Corporation.

Corporation of The Municipality Of South Huron

By: _____

George Finch, Mayor

By: _____

Rebekah Msuya-Collison, Clerk

We have the authority to bind the Corporation.