

THIS MEMORANDUM MADE THIS 3rd DAY OF June, 2021.

BETWEEN:

The Corporation of the County of Bruce

(the “County”)

- and -

Name of Organization

(the “Organization”)

WHEREAS, the County and Organization have entered into a Funding Agreement for COVID-19 support for housing services, updated cleaning procedure and PPE.

NOW THEREFORE, in consideration of the funding provided by the County to the Organization, and in accordance with the terms, conditions and mutual covenants in this MOU, both parties agree as follows:

1. FUNDING

- 1.1 The Organization has applied for, and the County has approved, grant funding for the Organization in the amount of \$60,480 under the County’s Social Services Relief Fund. County funding will be paid to the Organization in accordance with Section 2 of this Agreement.
- 1.2 The obligations and liability of the County pursuant to this Agreement are restricted solely to the payment of the funding. The Organization assumes full financial responsibility for delivery of the Service/Project.
- 1.3 The Organization acknowledges that it is liable for the full amount of the County funding and it will be bound to the terms of this Agreement.

2. USE OF FUNDING

- 2.1 Funding will be used by the Organization for the purpose described in Schedule “A” Service/Project Details, and for no other purpose without prior written consent of the County.
- 2.2 Service/Project details outlined in Schedule “A” which commenced prior to the date of the Agreement will be considered ineligible for funding unless approved by the County.

3. REPORTING

- 3.1 Interim reports on the progress of the Service/Project, including expenditures, is to be completed by the Organization when requested by the County. The report is provided to the County in order to meet reporting requirements to Ministry of Municipal Affairs and Housing, and for internal reconciliation purposes.

3.2 The County shall reserve the right to use the results of this Funding Program for promotional or reporting purposes.

4. PAYMENT OF THE GRANT

4.1 The Organization shall receive funding as follows. A grant in the amount of \$60,480 be paid to the Organization as a one-time payment.

5. TERMINATION

5.1 This Agreement shall expire on December 31st, 2021 or earlier in the event of termination pursuant to this Agreement.

5.2 The County may terminate this Agreement immediately if the Organization: a. ceases to exist or function as a non-profit organization; b. fails to use the funding in accordance with Section 2 or 3; default in the performance of any of its obligations of under this Agreement.

5.3 Should this Agreement be terminated pursuant to Section 5, a final report will determine the final payment to either party, as required.

5.4 If the Organization's financial information discloses a surplus in the funding of the Service/Project, within 30 days of the County's demand, the Organization shall repay any surplus.

6. RIGHT TO AUDIT

6.1 The County may audit all financial and related records associated with the terms of this Agreement.

6.2 The obligations of Section 6 shall be explicitly included in any subcontracts or agreements formed between the Organization and any subcontractors or suppliers of goods or services to the extent that those subcontracts or agreements relate to fulfillment of the Organization's obligations to the County.

6.3 Section 6 shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the County may have by Federal, Provincial or Municipal law, whether those rights, powers, or obligations are express or implied.

7. INDEMNITY

7.1 The Organization shall indemnify and save harmless the County from and against all claims, losses, demands, actions, payments, suits, recoveries, judgments or settlements of any kind brought against or recovered from the County in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of the Organization or of anyone acting under its direction or control or on its behalf in connection with or incident to carrying out the Service/Project.

7.2 The Organization shall acquire and maintain adequate insurance coverage, which includes Commercial General Liability, Automobile Liability, Professional Liability, Directors and

Officers Liability, and Property Insurance, to the nature and extent as may be appropriate depending on the nature of the Organization's activities and services.

8. NOTICES

8.1 For the purpose of this Agreement, the addresses of the parties are:

County of Bruce
Human Services Department
Attention: Tania Dickson
325 Lambton St., Box 1450
Kincardine, Ontario
N2Z 2Z4

and

Salvation Army Warton Corps.
Mary Millar, Corps. Officer
576 Edward St., Box 1286
Phone: 519-534-0353
Email: mary.millar@salvationarmy.ca

8.2 Any communication, notice or service of documents required to be made during the course of this Agreement will be sufficient if delivered by email, hand or mailed to the abovementioned addresses. Notice given in any such manner shall be deemed to have been received on the day of delivery or upon the third day after the date of mailing, provided that normal postal service is available at the time of mailing and for three (3) days thereafter.

9. GENERAL

- 9.1 Upon execution, this Agreement constitutes an acceptance between the County and the Organization of the terms and conditions herein.
- 9.2 A waiver of any breach of a provision of this Agreement shall not be binding upon either party, unless the waiver is in writing. The waiver shall not affect the rights of either party with respect to any other or future breach.
- 9.3 This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.
- 9.4 This Agreement is bound by the laws of the Province of Ontario.
- 9.5 Time is of the essence in this Agreement, and if either party shall fail to perform the covenants on their part, within a reasonable time, the other party may elect to terminate this Agreement.
- 9.6 This Agreement embodies the entire agreement between the Organization and the County. The parties shall not be bound by or liable for any statement, representation, promise, inducement or understanding of any kind or nature not stated in this Agreement. No

additional changes, amendments or modifications of any of the terms or conditions of the Agreement shall be valid unless reduced to writing and signed by both parties.

- 9.7 This Agreement shall ensure to the benefit of and be binding upon the parties herein and their respective heirs, successors and assigns.
- 9.8 No term or condition contained in this Agreement shall be construed as in any way constituting a partnership or joint venture between the County and the Organization.
- 9.9 If any term, covenant or condition of this Agreement shall be declared invalid by a court of competent jurisdiction, the invalid portion shall be severed and the remainder of the Agreement shall be deemed valid.
- 9.10 The Organization acknowledges that the County is subject to the Freedom of Information and Protection of Privacy Act (FOIP).

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

County of Bruce

Tania Dickson
Housing Services Manager

Mary Millar

Witness (Print Name)

Signature

Schedule “A” SERVICE/PROJECT DETAILS

The Ministry of Municipal Affairs and Housing expects Service Managers will support municipalities and social service providers such as shelters, food banks, emergency services, charities and non-profits continue to deliver their critical services while supporting and promoting social distancing and self-isolation to keep clients safe and healthy.

The Social Services Relief Fund is to help those who are supporting a diverse range of vulnerable people in need in our community. This includes people living in community housing, supportive housing, people with low incomes, social assistance recipients, or others who require social services support as well as those that are experiencing homelessness.

All funding requests must fall under one or more of the following four broad service categories:

- **Emergency Shelter Solutions**: for people who are experiencing homelessness or in-crisis
- **Housing with Related Supports**: may include long-term housing and transitional housing with supports
- **Services and Supports**: services such as street outreach, case management, and transportation
- **Homelessness Prevention**: including rent and utility banks, emergency financial assistance and/or education programs to help people stay in their homes

Examples of how these funds can be used:

Social Services Relief Fund could be used towards initiatives like:

- Building homeless shelter capacity (not including capital expenditures)
- Use of motels or hotels
- Housing allowances
- Transportation costs
- Food and supplies
- Enhanced cleaning services
- Non-medical staffing requirements (e.g., enhanced outreach services)
- Protective equipment
- Food and supplies for households in quarantine and/or isolation
- Non-medical staffing requirements
- Protective equipment

This funding could be used towards initiatives delivered through local service agencies like:

- Transportation for low-income individuals to get to and from medical appointments
- Food banks and grocery gift cards
- Community outreach to support seniors in self-isolation
- Outreach to support youth/adults