

The Corporation of the Municipality of Brockton



By-Law 2024-067

Being a By-Law to Authorize the Signing of a Services Agreement With GrantMatch Corp. for the Purpose of Managing Government Funding Application Processes for the Municipality of Brockton.

Whereas the *Municipal Act, 2001, S.O. 2001, c. 25*, Section 5(1), as amended, provides that the powers of a municipal corporation are to be exercised by its council;

And Whereas the *Municipal Act, 2001, S.O. 2001, c. 25*, Section 5(3), as amended, provides that a municipal power, including a municipality's capacity rights, powers and privileges under section 9; shall be exercised by By-Law;

And Whereas the Council for the Corporation of the Municipality of Brockton deems it expedient to enter an agreement with GrantMatch Corp. with respect to managing government funding application processes for the Municipality of Brockton;

And Whereas the Corporation of the Municipality of Brockton has previously entered into agreements with FairTax who have since incorporated into GrantMatch Corp. requiring a new agreement to be authorized;

Now Therefore the Council of the Corporation of the Municipality of Brockton enacts as follows;

- 1.0 That The Corporation of the Municipality of Brockton Council hereby enter into an services agreement with GrantMatch Corp. which is attached as "Schedule A" and forms part of this By-Law;
- 2.0 The execution by the Chief Financial Officer of said agreement between the Corporation of the Municipality of Brockton and GrantMatch Corp. is hereby authorized, ratified, and confirmed.
- 3.0 This By-Law shall come into full force and effect upon final passage.
- 4.0 This By-Law may be cited as the "GrantMatch Corp. Agreement By-Law".

Read, Enacted, Signed and Sealed this 13th day of August, 2024.

Mayor – Chris Peabody

Director of Legislative and Legal Services (Clerk)
– Fiona Hamilton

THIS AGREEMENT made as of the 7th day of August, 2024 (the “Agreement”),

Between:

GrantMatch Corp.
(hereinafter called “GrantMatch”)
-and-
Municipality of Brockton,
(hereinafter called “the Client”)

THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained the parties hereto agree as follows:

1. **Services:** GrantMatch will develop and manage a proactive Government Funding application process which includes grant identification, funding program matching, grant strategy development, funding application development and writing, and compliance reporting support. GrantMatch is permitted to review the Client’s relevant records and discuss with relevant staff (as directed by Client) in order to determine what, if any, possibility exists of securing Government Funding. The Client agrees to provide access to all the relevant supporting documentation necessary to complete the work in a timely manner. For example, the following types of information will be requested in order to make application submissions: Business Numbers, Articles of Incorporation, Financial Statements, Equipment Quotes Etc.
2. **GrantMatch Involvement:** The Client and GrantMatch agree to proceed with a review of the Client’s existing projects related to **Housing-Enabling Water Systems Fund, Housing Accelerator Fund, and Green and Inclusive Communities Buildings Program** with respect to re-submissions and potential filings. GrantMatch shall be entitled to fees in accordance with Section 3 of this Agreement.
3. **Service Fees:** In consideration of GrantMatch providing the above services for the Specific Projects identified in Section 2, the Client will pay, per funding application approved by the government, or government agency, a percentage, plus applicable sales taxes, as follows:

i) **2.5%** of the Government Funding approved.

Fees will be invoiced upon receipt of written funding approval. Client will retain a 25% holdback, which will be invoiced upon the first receipt of government funding.

Invoices are due within 15 days of invoice date. Invoices outstanding beyond 30 days will incur interest at the rate of 2% per month.

4. **No Recovery:** In the event no Government Funding approval is obtained through the above services of GrantMatch, no fee shall be due or payable by the Client to GrantMatch.
5. **Confidentiality:** GrantMatch shall keep confidential all information disclosed by the Client and use information solely for the services provided hereunder. The Client agrees to keep confidential the terms of this Agreement as they relate specifically to fee structures, amounts and rates, as applicable.
6. **Disclosure:** GrantMatch is permitted to use the Client’s logo on GrantMatch marketing materials and communicate that the Client has utilized GrantMatch services. Should there be an opportunity for additional marketing material development that specifically involves the Client, GrantMatch will involve and seek approval prior to marketing distribution (i.e. Letters of Reference/Support, Success Stories, or Feature Articles).

Client Initial

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7. **Errors & Omissions:** GrantMatch agrees to partner with the Client by providing ongoing grant management services for the term of the Agreement. GrantMatch will not be responsible for errors or omissions and expressly disclaims any and all liability in connection with the use of these services. GrantMatch does not guarantee all funding programs will be identified and/or pursued. GrantMatch will complete best efforts to maximize the Client's total Government Funding.
8. **Agreement Term:** The Client and GrantMatch agree that the initial term of this Agreement will be the length of time required to complete the term of the specific projects.
9. **Miscellaneous**
- a. **Benefit of Agreement.** This Agreement shall inure to the benefit of and be binding upon the successors, assigns, administrators and legal personal representatives of the Client and GrantMatch, respectively.
 - b. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, forms, conditions, undertakings or collateral agreements, express implied or statutory between the parties other than as expressly set forth in this Agreement.
 - c. **Assignment.** This Agreement may be assigned by GrantMatch upon approval from Client, which will not be unreasonably withheld. All or part of this Agreement may be assigned by the Client to any person who acquires all or part of the Client's business and such assignee may enforce this Agreement as if such assignee was a party hereto.
 - d. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.
 - e. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

AUTHORIZED SIGNATURE FOR THE CLIENT

TRISH SERRATORE, CHIEF FINANCIAL OFFICER

AUTHORIZED SIGNATURE OF GRANTMATCH

NAME, TITLE

Appendix A

Government Funding:

Government Funding is defined as, but is not limited to: government grants, non-repayable contributions, tax incentives, and tax credits.

Funding Approval:

Funding Approval is defined as written approval from a government authority that specifies the approved amount.

Interest Free/Low Interest Loans Benefit Calculation:

GrantMatch fees are only applicable to the savings due to the reduction from Client's current rate of borrowing.

The monthly benefit is calculated using the Client's current annual rate of borrowing for the proposed project, less the annual interest rate on the government loan, multiplied by the outstanding principal, divided by twelve. A discount factor of four percent is then applied to each monthly benefit amount, as calculated above, in order to determine Net Present Value for that monthly period. The sum of the Net Present Value of all periods is then subject to the declining tiered fees outlined in Section three above.

Government Failed Projects:

Should the funding not be received as a result of the Government not fulfilling its obligations as specified in the contribution agreement, the associated service fees will be based on the Client's received amounts and a balance of payments will occur if necessary.

Contingency Free Funds:

Notwithstanding any other clause in this Agreement, in the event that GrantMatch identifies Government Funding for the Client where the funding program disallows contingency fee arrangements, and the Client agrees to pursue the Government Funding application in any event, the Client agrees to pay GrantMatch based on the declining tiered fees outlined in Section 3 of the total grant requested. Such fee is not contingent and is earned and invoiced upon a full grant submission. Such fee is payable six (6) months from the submission of the grant application. GrantMatch guarantees its work for any application where this clause will apply and will indemnify the Client for one hundred percent (100%) of the fee payable hereunder, should the application be declined.

Lobbying

GrantMatch employees and/or its authorized agents will not communicate directly with Public Office Holder(s) on behalf of Clients. GrantMatch will not communicate with, arrange meetings with, or attempt to influence, Public Office Holders. GrantMatch will not be considered a Consultant Lobbyist, will not be required to register its activities with the Lobbyist Registration System, and will, therefore, remain in compliance with the Lobbying Act. <https://laws.justice.gc.ca/eng/acts/l-12.4/FullText.html>

Client Initial