

The Corporation of the Municipality of Brockton



By-Law 2020-098

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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.

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**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 Mayor and 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 8th day of September, 2020.**

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Mayor – Chris Peabody

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Clerk – Fiona Hamilton

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## Grant Management Services Agreement

Between

**GrantMatch Corp.**

(hereinafter called "GrantMatch")

And

**Municipality of Brockton**

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(hereinafter called "the Client")

### The Parties Hereto Covenant and Agree as Follows:

- 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.
- GrantMatch Involvement:** The Client and GrantMatch agree to proceed with a review of the Client's existing and future projects with respect to potential filings. The Client retains the sole right to determine whether it will involve GrantMatch in a specific Government Funding Application. Upon confirmation by Client, via email, that GrantMatch will be involved in filing a Government Funding Application, GrantMatch shall be entitled to fees in accordance with Section 3 of this Agreement.
- Service Fees:** In consideration of GrantMatch providing the above services, the Client will pay, per funding application approved by the government, or government agency, a fee as follows:
  - 20%** on the first \$250,000 of Government Funding approved;
  - 10%** on additional Government Funding approved between \$250,001 and \$1 million; and
  - 5%** on the remaining Government Funding approved, greater than \$1 million.
  - 10%** on any Government Funding approved with respect to '**Committee of Council – Volunteer-based**' projects.

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

~~The first round of compliance reporting is included in the above contingency fee rate. Should the Client require subsequent compliance reporting, GrantMatch fees will be charged at a rate of \$100/hr.~~

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

- 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.
- 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.

Client Initial \_\_\_\_\_

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).
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 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 is ~~two (2) years~~ one (1) year from the date of this agreement, which shall automatically renew on an annual basis unless terminated in writing by either GrantMatch or the Client with 30 days prior written notice to the other party. If GrantMatch is actively developing a funding application, GrantMatch shall be permitted to complete the application until it is filed and earn the associated service fees specified in clause 3.

\_\_\_\_\_  
AUTHORIZED SIGNATURE FOR THE CLIENT

\_\_\_\_\_  
AUTHORIZED SIGNATURE OF GRANTMATCH

\_\_\_\_\_  
NAME, TITLE

\_\_\_\_\_  
NAME, TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

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## Appendix: A

### **Government Funding:**

Government Funding is defined as, but is not limited to: government grants, non-repayable contributions, tax incentives, tax credits, interest free loans and/or low-interest loans.

### **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.

### **Funding Approval:**

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

### **Currency:**

The currency for the GrantMatch fee will be the currency of the country in which the funding is approved.

### **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://lobbycanada.gc.ca/eic/site/012.nsf/eng/h\\_00008.html](https://lobbycanada.gc.ca/eic/site/012.nsf/eng/h_00008.html)

Client Initial \_\_\_\_\_