

**THE CORPORATION OF THE  
MUNICIPALITY OF ARRAN-ELDERSLIE**

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**BY-LAW NO. 64 - 2021**

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT WITH  
GRANTMATCH

WHEREAS Section 9 of the Municipal Act 2001, S.O. 2001, c. 25, as amended, grants to municipalities the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

WHEREAS the Council of the Corporation of the Municipality of Arran-Elderslie deems it expedient to enter into an Agreement with Grant Match to assist with government funding applications from time to time;

NOW THEREFORE, COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE HEREBY ENACTS AS FOLLOWS:

1. THAT the Corporation of the Municipality of Arran-Elderslie enter into an agreement with Grant Match to assist with government funding opportunities;
2. THAT this Council does hereby authorize and direct the Mayor and Clerk to fully execute the Agreement, attached hereto as Schedule "A" (the Agreement), with Grant Match.
3. THAT Schedule "A", (the Agreement), forms part of this by-law.
4. THAT this By-law shall come into force and take effect upon receiving the final passing thereof.

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READ a FIRST and SECOND time this 27<sup>th</sup> day of September, 2021.

READ a THIRD time and finally passed this 27<sup>th</sup> day of September, 2021.

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Steve Hammell, Mayor

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Christine Fraser-McDonald, Clerk

## Grant Management Services Agreement

Between

**GrantMatch Corp.**

(hereinafter called "GrantMatch")

And

**Municipality of Arron-Elderslie**

(hereinafter called "the Client")

### The Parties Hereto Covenant and 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 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.
3. **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 tiered percentage, plus applicable sales taxes, as follows:
  - i) **10%** on the first \$1,000,000 of Government Funding approved; and
  - ii) **5%** on the remaining Government Funding approved, greater than \$1 million

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

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.

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.

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



2265 Upper Middle Rd E, Suite 101  
Oakville, ON L6H 0G5

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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 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.

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AUTHORIZED SIGNATURE FOR THE CLIENT

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AUTHORIZED SIGNATURE OF GRANTMATCH

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NAME, TITLE

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NAME, TITLE

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DATE

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DATE

## 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 the current GrantMatch hourly rate for its services to obtain the government funding. In this case, the fee will be capped and cannot exceed the fees that would have otherwise been payable under Section 3. Payment is due within fifteen (15) days of invoice date. Invoices unpaid thirty (30) days after the respective invoice date will accrue interest at a rate of two (2) % per month.

### 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 \_\_\_\_\_