

THIS FUNDING AGREEMENT dated the ____ day of _____, 2022.

Between

THE CORPORATION OF THE CITY OF KITCHENER

(the "City")

-and-

House of Friendship

(the "Recipient")

WHEREAS s. 107 of the Municipal Act, 2001, S.O. 2001, c. 25, provides that a municipality may make grants, on such terms and conditions as to security and otherwise as the council considers appropriate, to any person, group, or body, including a fund, within or outside the boundaries of the municipality for any purpose that council considers to be in the interests of the municipality;

AND WHEREAS the Recipient has applied to the City for a grant to assist the Recipient in the Recipient's activities as described in Schedule A ("the Funded Activity");

AND WHEREAS the City approved a grant be made to the Recipient in connection with the Recipient's activities upon such terms and conditions as are more particularly described in this agreement;

NOW THEREFORE in consideration of the mutual covenants and other terms and conditions in this Agreement, the parties agree each with the other as follows:

1. Schedules Forming Part of Agreement

The following Schedules are attached to this Agreement and form part of this Agreement:

- a. Schedule A: Description of Funded Activity
- b. Schedule B: Maximum Contribution and Permitted Expenditures

2. Term

The Agreement shall commence on the date this Agreement is signed by both parties, and shall terminate on the Funded Activity End Date as set out in Schedule A ("Term"), or shall terminate on such earlier date as set out in this Agreement.

3. Funding

Subject to the terms and conditions of this Agreement, the City shall provide funding and in-kind assistance to the Recipient as set out in Schedule B, which amount shall be payable and assistance provided as set out in Schedule B. Payment of any monies under this Agreement is subject to the availability of funds in the City's current approved budget.

4. Use of Funding

The Recipient covenants and agrees that the Recipient shall use the funding solely for the purpose of paying the Permitted Expenditures in connection with the Funded Activity and for no other purpose.

5. Reports

Where required by the City, the Recipient shall submit the reports as set out in Schedule A, on or before the date set out in Schedule A to the City in a form and content satisfactory to the City. The reports shall include a financial statement for the period covered by the reports.

6. Right of Inspection

The City or anyone designated in writing by the City may audit and inspect accounts, records, receipts, vouchers, and other documents relating to the funding and shall have the right to make copies thereof and take extracts. The Recipient shall make available all facilities, physical and otherwise, for such inspections and shall furnish the City and its authorized representatives with all such information as it, or they, may from time to time require with reference to such accounts, records, receipts, vouchers, and other documents.

7. Right of Attendance

The City or anyone designated in writing by the City may audit and attend any meetings of the members of the Recipient, and the Recipient shall provide the City with notice of such meetings and all supporting documentation and materials at such meeting. Nothing herein contained shall grant the City any voting rights in the Recipient, unless the City makes successful application for membership in the Recipient, in accordance with the recipient's requirements.

8. Official Notification

Any notice required to be given under this Agreement shall be given or provided by personal delivery, mail, or courier service at the postal address of the receiving party as set out below and shall be deemed to have been received one working day after they are sent:

- a. The City: Community Services, The Corporation of the City of Kitchener, City Hall, 200 King St W Kitchener, ON N2G 4G7 Attention: LoriAnn Palubeski
- b. The Recipient: As set out in Schedule A

Either party to this Agreement may, at any time, give notice under this section to the other of a change of address.

9. Informing the Public of the City's Contribution

The Recipient acknowledges that the City may publicize the name of the Recipient, the amount of the contributions and the nature of the Funded Activity supported under this Agreement. The Recipient shall recognize the City as a funding contributor in all Funded Activity-related publicity.

10. Termination

Despite any other provisions in this Agreement, the City may terminate this Agreement for any reason, effective upon the giving of fifteen (15) days' prior written notice to the Recipient. Any termination by the City under this Agreement shall be without compensation, penalty or liability on the part of the City, and shall be without prejudice to any of the City's legal or equitable rights or remedies.

11. Indemnity

The Recipient shall indemnify and save the City, its officers, directors, employees, agents and Councillors, harmless from and against all claims, actions, losses, expenses, costs or damages of every nature and kind that the City may suffer, caused or alleged to be caused by any willful or negligent act, omission or delay on the part of the Recipient or its officers, directors, employees, contractors or agents, in connection with anything

purported to be or required to be done by the Recipient in connection with this Agreement or the Funded Activity.

12. Insurance

It is the responsibility of the Recipient and their Insurance Broker to review all potential operations and exposures to determine if the coverage and limits noted below are sufficient to address all insurance related exposures presented by the specifications of the Funded Activity. The Recipient shall insure its undertaking, business and equipment under the following coverage so as to protect and indemnify and save harmless the City:

- a. General liability insurance: The Recipient shall maintain liability insurance acceptable to the City throughout the term of this Agreement. Coverage shall consist of a comprehensive policy of public liability and property damage insurance, with all applicable coverage extensions/endorsements available, in an amount of not less than \$2,000,000 per occurrence. Such insurance shall name The Corporation of the City of Kitchener as an additional insured with a cross liability endorsement and severability of interests provision. The policy SIR/deductible shall not exceed \$100,000 per claim (unless otherwise approved by the City's risk management) and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per occurrence limit. A combination of primary coverage plus umbrella or excess liability insurance may be used.
- b. Provisions: Upon execution of this Agreement, the Recipient shall forward Certificates of Insurance acceptable to the City evidencing this insurance with the executed Agreement and thereafter on or prior to the expiry of the insurance coverage. These Certificates shall state that coverage will not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail to the City.
- c. It is also understood and agreed by the Recipient that in the event of a claim any deductible or self-insured retention (SIR) under these policies of insurance shall be the sole responsibility of the Recipient and that this coverage shall preclude subrogation claims against the City and any other person insured under the policy and be primary insurance in response to claims. Any insurance or self-insurance maintained by the City and any other person insured under the policy shall be considered excess of the Recipient's insurance and shall not contribute with it. The minimum amount of insurance required herein shall not modify, waive or otherwise alter the Recipient's obligation to fully indemnify the City under this Agreement.

13. Compliance with Laws

The Recipient shall carry out the Funded Activity in compliance with all applicable federal, provincial and municipal laws, by-laws, policies, guidelines, rules and regulations, including applicable privacy legislation, environmental legislation. The Recipient shall obtain, prior to the commencement of the Funded Activity, all permits, licenses, consents and other authorizations that are necessary to the carrying out of the Funded Activity.

14. Municipal Freedom of Information and Protection of Privacy Act and The Municipal Act, 2001

The Recipient acknowledges that all records in the City's control (including any records provided by the Recipient to the City) are subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, and such records may be disclosed by the City to the public upon request under that Act. The Recipient further acknowledges that pursuant to the Municipal Act, 2001, the proceedings of City Council are matters of public record. The Recipient acknowledges that the City does not make any covenants with respect to maintaining the confidentiality of any records the Recipient provides to the City.

15. Assignment

The Recipient shall not assign this Agreement or any interest in this Agreement without the prior written consent of the City, and for the purposes of this Agreement, assignment shall include any transfer in the majority ownership or controlling interest in the Recipient, whether through the sale of shares, direct acquisition of assets or otherwise.

16. Relationship Between the Parties

The Recipient is not in any way authorized to make a promise, agreement or contract on behalf of the City. This Agreement is a funding agreement only, not a contract for services or a contract of service or employment. The City's responsibilities are limited to providing financial and in kind assistance to the Recipient towards the Eligible Expenditures. The parties hereto declare that nothing in this agreement shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Recipient shall not represent itself as an agent, employee or partner of the City.

17. Headings

The headings in this Agreement are for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer.

18. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, arrangements, letters of intent, understandings, negotiations and discussions, whether oral or written, of the parties pertaining to the Funded Activity. The Recipient acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions.

19. Waiver

Failure by either party to exercise any of its rights, powers or remedies shall not constitute a waiver of those rights, powers or remedies.

20. Force Majeure

Neither party shall be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the parties including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other insurrection, lawful act of public authority, or delay or default caused by a common carrier that cannot be reasonably foreseen or provided against.

21. Payment of monies is Subject to City Budget Approval

Any payment under this Agreement is subject to the approval by City Council for the fiscal year in which the payment is to be made. In the event that the City Council cancels or reduces the level of funding for any fiscal year in which payment is to be made under the Agreement, the City may terminate this Agreement or reduce the amount of its contribution payable under the Agreement in that fiscal year by such amount that it deems advisable. Where, pursuant to this section, the City intends to reduce the amount of its contribution under the Agreement, it shall give the Recipient not less than one months' notice of its intention to do so. Where, as a result of reduction in funding, the Recipient is unable or unwilling to complete the Funded Activity, the Recipient may, upon written notice to the City, terminate the Agreement. The Recipient shall not hold the City liable for any reduction or termination of funding.

22. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

23. Canadian Currency

Any reference to currency is to Canadian currency and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.

IN WITNESS WHEREOF the City has hereunto affixed its corporate seal under the hands of its Mayor and Clerk and the Recipient has hereunto affixed its seal under the hands of their duly authorized signing officers.

SIGNED, SEALED & DELIVERED
in the presence of

) THE CORPORATION OF THE CITY OF KITCHENER
)
)
)
)
) _____
) General Manager, Community Services Date
)
)
)
) _____
) Clerk Date
)
)
) House of Friendship
)
)
) _____
) Print Name: Date
) Title:
)
) "I/We Have Authority to Bind the Organization"
)
)
)

SCHEDULE A – FUNDED ACITIVITY PARTICULARS

THE FUNDED ACTIVITY

1. Full Legal Name of Recipient: House of Friendship
2. Address for Service of Notice: 51 Charles Street East, Kitchener N2G 2P3
3. Primary Contact Name: Clare Wagner Phone #: 519742.8327
4. Funded Activity Start Date (date for which funding will be commenced): January 1, 2023
5. Funded Activity End Date (date for which funding will end): December 31, 2023
6. FUNDED ACTIVITY DESCRIPTION:

The Organization is a Waterloo Region-based non-profit organization that provides food, housing, addiction treatment and neighbourhood support to individuals and families. Grant funds are provided to the Organization to help cover the costs associated with providing food programs at the Chandler Mowat, Kingsdale, Centreville Chicopee, Victoria Hills and Forest Heights community centres. Grant funds also support costs (including wages, benefits and administrative costs) associated with providing specific community service programs that support people living on low incomes and dealing with the impacts of poverty at the Chandler Mowat and Kingsdale Community Centres.

7. The Recipient shall provide the following Reports to the City:
 - a. Annual Report – due no later than the end of MONTH of the following year for each prior year. The report shall include yearly activity plan, highlights of the full year's outcomes, year-end financial monitoring including final revenue and expenditure statements; to be signed by the Board Chair and an authorized employee.
 - b. Board Contact Information – A complete list of the Board of Directors for the organization, which includes the contact information for each member.
 - c. Annual Financial Statement – to be provided in accordance with the legislation in advance of the Recipient's Annual General Meeting.

SCHEDULE B –MAXIMUM CONTRIBUTION AND PERMITTED EXPENDITURES

The City of Kitchener will provide to The House of Friendship transitional funding in the amount of \$210,971 annually for the 1-year period of January 2023 to December 31, 2023

Financial Contribution

1. Maximum Contribution of the City

The total amount of the City's contribution annually towards the Funded Activity under this Agreement is \$210,971 in funding.

2. Disbursement of funding

Subject to the Recipient's compliance with the provisions of this Agreement, the City's financial contribution shall be disbursed to the Recipient over the Term of this Agreement, as twelve equal monthly payment of funds for the entire Funded Activity, to be paid within 30 days of execution of this Agreement, and every 30 days thereafter by electronic fund transfer (EFT)

3. Permitted Funded Activity Expenditures

Permitted Expenditures for the Funded Activity may include the following:

- a. Insurance;
- b. Member registration and ride registration system;
- c. Volunteer Recognition;
- d. Professional Fees;
- e. General Administrative Costs;
- f. Program Supplies;
- g. Community Meetings and Events; and
- h. Other Program Costs

4. Conditions governing Permitted Expenditures

The Permitted Expenditures set out above are subject to the following conditions:

- a. Permitted Expenditures must be incurred during the Funded Activity Start Date and End Date;
- b. depreciation of capital assets is not eligible;
- c. fines and penalties are not eligible; and
- d. the cost of alcoholic beverages, recreational cannabis or travel expenses are not eligible.

In-Kind Contribution

1. Contribution by the City

In-Kind Contributions from the City may include the following:

- Subject to availability, space for food programs at City of Kitchener community centres facilities, with schedule and location to be to the mutual agreement of the City and the Recipient