

THE AGREEMENT effective as of the 15th day of June, 2017.

B E T W E E N:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by The Minister Responsible for Seniors
Affairs

(the “Province”)

- and -

Corporation of the Town of Fort Frances

(the “Recipient”)

BACKGROUND:

The Province funds projects similar to the Project.

The Recipient has applied to the Province for funds to assist the Recipient in carrying out the Project and the Province wishes to provide such funds.

CONSIDERATION:

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

ARTICLE 1
INTERPRETATION AND DEFINITIONS

1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency shall be to Canadian dollars and currency; and
- (e) “include”, “includes” and “including” shall not denote an exhaustive list.

1.2 Definitions. In the Agreement, the following terms shall have the following meanings:

“Agreement” means this agreement entered into between the Province and the

Recipient and includes all of the schedules listed in section 28.1 and any amending agreement entered into pursuant to section 34.2.

"BPSAA" means the *Broader Public Sector Accountability Act, 2010* (Ontario), including any directives issued pursuant to that Act.

"Budget" means the budget attached to the Agreement as Schedule "B".

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section 14.1.

"Force Majeure" has the meaning ascribed to it in Article 26.

"Funding Year" means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

"Funds" means the money the Province provides to the Recipient pursuant to the Agreement.

"Indemnified Parties" means her Majesty the Queen in right of Ontario, her ministers, agents, appointees and employees.

"Maximum Funds" means **\$7,200.00**.

"Notice" means any communication given or required to be given pursuant to the Agreement.

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

"Parties" means the Province and the Recipient.

"Party" means either the Province or the Recipient.

"Project" means the undertaking described in Schedule "A".

"Reports" means the reports described in Schedule "D".

"Timelines" means the Project schedule set out in Schedule "A".

ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS

- 2.1 **General.** The Recipient represents, warrants and covenants that:
- (a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
 - (b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project; and
 - (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and shall continue to be true and complete for the term of the Agreement.
- 2.2 **Execution of Agreement.** The Recipient represents and warrants that:
- (a) it has the full power and authority to enter into the Agreement; and
 - (b) it has taken all necessary actions to authorize the execution of the Agreement.
- 2.3 **Governance.** The Recipient represents, warrants and covenants that it has, and shall maintain, in writing, for the period during which the Agreement is in effect:
- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
 - (b) procedures to ensure the ongoing effective functioning of the Recipient;
 - (c) decision-making mechanisms;
 - (d) procedures to provide for the prudent and effective management of the Funds;
 - (e) procedures to enable the successful completion of the Project;
 - (f) procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;
 - (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and
 - (h) procedures to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.
- 2.4 **Supporting Documentation.** Upon request, the Recipient shall provide the Province with proof of the matters referred to in this Article 2.

ARTICLE 3 TERM OF THE AGREEMENT

- 3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall expire on **March 31, 2018** unless terminated earlier pursuant to Article 12, Article 13 or Article 14.

ARTICLE 4 FUNDS AND CARRYING OUT THE PROJECT

- 4.1 **Funds Provided.** The Province shall:
- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
 - (b) provide the Funds to the Recipient in accordance with the payment schedule attached to the Agreement as Schedule “C”; and
 - (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.
- 4.2 **Limitation on Payment of Funds.** Despite section 4.1:
- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as provided for in section 11.2;
 - (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
 - (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information provided by the Recipient pursuant to section 7.1; and
 - (d) if, pursuant to the provisions of the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of the Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section 13.1.
- 4.3 **Use of Funds and Project.** The Recipient shall:

- (a) carry out the Project:
 - (i) in accordance with the terms and conditions of the Agreement; and
 - (ii) in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project;
 - (b) use the Funds only for the purpose of carrying out the Project; and
 - (c) spend the Funds only in accordance with the Budget.
- 4.4 **No Changes.** The Recipient shall not make any changes to the Project, the Timelines and/or the Budget without the prior written consent of the Province.
- 4.5 **Interest Bearing Account.** If the Province provides Funds to the Recipient prior to the Recipient's immediate need for the Funds, the Recipient shall place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.
- 4.6 **Interest.** If the Recipient earns any interest on the Funds:
- (a) the Province may deduct an amount equal to the interest from any further instalments of Funds; or
 - (b) the Recipient shall pay an amount equal to the interest to the Province as directed by the Province.
- 4.7 **Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds.
- 4.8 **Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

ARTICLE 5

ACQUISITION OF GOODS AND SERVICES, AND DISPOSAL OF ASSETS

- 5.1 **Acquisition.** Subject to section 32.1, if the Recipient acquires supplies, equipment or services with the Funds:
- (a) it shall do so through a process that promotes the best value for money; and
 - (b) if the estimated cost of the supplies, equipment or services exceeds \$5,000, the Recipient shall obtain at least three written quotes unless:

- (i) the supplies, equipment or services the Recipient is purchasing is specialized and is not readily available; or
- (ii) the Recipient has previously researched the market for a similar purchase and knows prevailing market costs for the equipment, services or supplies.

5.2 **Disposal.** The Recipient shall not, without the Province's prior written consent, sell, lease or otherwise dispose of any asset purchased with the Funds or for which Funds were provided, the cost of which exceeded \$1,000 at the time of purchase.

ARTICLE 6 CONFLICT OF INTEREST

6.1 **No Conflict of Interest.** The Recipient shall carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.

6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project and the use of the Funds.

6.3 **Disclosure to Province.** The Recipient shall:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as either an actual, potential or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

ARTICLE 7 REPORTING, ACCOUNTING AND REVIEW

7.1 **Preparation and Submission.** The Recipient shall:

- (a) submit to the Province at the address provided in section 18.1, all Reports in accordance with the timelines and content requirements set out in Schedule "D", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address provided in section 18.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;

- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

7.2 Record Maintenance. The Recipient shall keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

7.3 Inspection. The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may:

- (a) inspect and copy the records and documents referred to in section 7.2; and
- (b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or the Project.

7.4 Disclosure. To assist in respect of the rights set out in section 7.3, the Recipient shall disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and shall do so in a form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

7.5 No Control of Records. No provision of the Agreement shall be construed so as to give the Province any control whatsoever over the Recipient's records.

7.6 Auditor General. For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

ARTICLE 8 CREDIT

8.1 Publicity Restrictions: As per Schedule 'E' of this agreement, the Recipient will not make any public announcement, news release, advertising or other form of publicity regarding the Funds until notice of the publicity has been received by the Province.

- 8.2 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient shall, in a form approved by the Province, acknowledge the support of the Province in any publication of any kind, written or oral, relating to the Project.
- 8.3 **Publication.** The Recipient shall indicate, in any of its publications, of any kind, written or oral, relating to the Project, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

ARTICLE 9 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 9.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

ARTICLE 10 INDEMNITY

- 10.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.

ARTICLE 11 INSURANCE

- 11.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy shall include the following:
- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
 - (b) a cross-liability clause;
 - (c) contractual liability coverage; and
 - (d) a 30 day written notice of cancellation, termination or material change.

- 11.2 **Proof of Insurance.** The Recipient shall provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 11.1. Upon the request of the Province, the Recipient shall make available to the Province a copy of each insurance policy.

ARTICLE 12 TERMINATION ON NOTICE

- 12.1 **Termination on Notice.** The Province may terminate the Agreement at any time upon giving at least 30 days Notice to the Recipient.
- 12.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section 12.1, the Province may:
- (a) cancel all further instalments of Funds;
 - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or
 - (c) determine the reasonable costs for the Recipient to wind down the Project, and:
 - (i) permit the Recipient to offset the costs determined pursuant to section 12.2(c), against the amount owing pursuant to section 12.2(b); and/or
 - (ii) subject to section 4.7, provide Funds to the Recipient to cover the costs determined pursuant to section 12.2(c).

ARTICLE 13 TERMINATION WHERE NO APPROPRIATION

- 13.1 **Termination Where No Appropriation.** If, as provided for in section 4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately by giving Notice to the Recipient.
- 13.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section 13.1, the Province may:
- (a) cancel all further instalments of Funds;
 - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or
 - (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b)..

- 13.3 **No Additional Funds.** For purposes of clarity, if the costs determined pursuant to section 13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province shall not provide additional Funds to the Recipient.

ARTICLE 14

EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

- 14.1 **Events of Default.** Each of the following events shall constitute an Event of Default:
- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; and/or
 - (iii) provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b);
 - (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the applicable eligibility requirements of the program under which the Province provides the Funds;
 - (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
 - (d) the Recipient ceases to operate; and
 - (e) an event of Force Majeure that continues for a period of 60 days or more.
- 14.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:
- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
 - (b) provide the Recipient with an opportunity to remedy the Event of Default;
 - (c) suspend the payment of Funds for such period as the Province determines appropriate;
 - (d) reduce the amount of the Funds;

- (e) cancel all further instalments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and/or
- (i) terminate the Agreement at any time, including immediately, upon giving Notice to the Recipient.

14.3 **Opportunity to Remedy.** If, in accordance with section 14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province shall provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

14.4 **Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 14.2(a), (c), (d), (e), (f), (g), (h) and (i).

14.5 **When Termination Effective.** Termination under this Article shall take effect as set out in the Notice.

ARTICLE 15 FUNDS AT THE END OF A FUNDING YEAR

15.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 14, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may:

- (a) demand the return of the unspent Funds; or
- (b) adjust the amount of any further instalments of Funds accordingly.

ARTICLE 16 FUNDS UPON EXPIRY

- 16.1 **Funds Upon Expiry.** The Recipient shall, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

ARTICLE 17 REPAYMENT

- 17.1 **Debt Due.** If:

- (a) the Province demands the payment of any Funds or any other money from the Recipient; or
- (b) the Recipient owes any Funds or any other money to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other money shall be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient shall pay or return the amount to the Province immediately, unless the Province directs otherwise.

- 17.2 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 17.3 **Payment of Money to Province.** The Recipient shall pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and mailed to the Province at the address provided in section 18.1.

ARTICLE 18 NOTICE

- 18.1 **Notice in Writing and Addressed.** Notice shall be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or fax, and shall be addressed to the Province and the Recipient respectively as set out below, or as either Party later designates to the other by Notice:

To the Province:

Ministry of Seniors Affairs
777 Bay St., 6th fl.
Toronto ON M7A 2J4

Attention: Megan Gariepy,
Implementation Consultant

Fax: 416-326-7078

Email:

seniorscommunitygrant@ontario.ca

To the Recipient:

Corporation of the Town of Fort
Frances
320 Portage Ave.
Fort Frances, ON P9A 3P9

Attention: Jason Kabel, Manager
of Community Services

Email: jkabel@fortfrances.ca

- 18.2 **Notice Given.** Notice shall be deemed to have been received:

- (a) in the case of postage-prepaid mail, seven days after a Party mails the Notice; or
- (b) in the case of email, personal delivery or fax, at the time the other Party receives the Notice.

18.3 **Postal Disruption.** Despite section 18.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail shall not be deemed to be received; and
- (b) the Party giving Notice shall provide Notice by email, personal delivery or by fax.

ARTICLE 19 CONSENT BY PROVINCE

19.1 **Consent.** The Province may impose any terms and/or conditions on any consent the Province may grant pursuant to the Agreement.

ARTICLE 20 SEVERABILITY OF PROVISIONS

20.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

ARTICLE 21 WAIVER

21.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

ARTICLE 22 INDEPENDENT PARTIES

22.1 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the Recipient shall not take any actions that could establish or imply such a relationship.

ARTICLE 23 ASSIGNMENT OF AGREEMENT OR FUNDS

23.1 **No Assignment.** The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of the Province.

23.2 **Agreement to Extend.** All rights and obligations contained in the Agreement shall extend to and be binding on the Parties' respective heirs, executors,

administrators, successors and permitted assigns.

ARTICLE 24 GOVERNING LAW

- 24.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.

ARTICLE 25 FURTHER ASSURANCES

- 25.1 **Agreement into Effect.** The Recipient shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

ARTICLE 26 CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY

- 26.1 **Force Majeure Means.** Subject to section 26.3, Force Majeure means an event that:

- (a) is beyond the reasonable control of a Party; and
- (b) makes a Party's performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances.

- 26.2 **Force Majeure Includes.** Force Majeure includes:

- (a) infectious diseases, war, riots and civil disorder;
- (b) storm, flood, earthquake and other severely adverse weather conditions;
- (c) lawful act by a public authority; and
- (d) strikes, lockouts and other labour actions,

if such events meet the test set out in section 26.1.

- 26.3 **Force Majeure Shall Not Include.** Force Majeure shall not include:

- (a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees; or
- (b) any event that a diligent Party could reasonably have been expected to:

- (i) take into account at the time of the execution of the Agreement;
and
- (ii) avoid or overcome in the carrying out of its obligations under the Agreement.

26.4 **Failure to Fulfil Obligations.** Subject to section 14.1(e), the failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

ARTICLE 27 SURVIVAL

27.1 **Survival.** The provisions in Article 1, any other applicable definitions, sections 4.6(b), 5.2, 7.1 (to the extent that the Recipient has not provided the Reports or other reports as may be requested by the Province to the satisfaction of the Province), 7.2, 7.3, 7.4, 7.5, 7.6, Articles 8 and 10, sections 12.2, 13.2, 13.3, 14.1, 14.2(d), (e), (f), (g) and (h), Articles 16, 17, 18, 20, 24, 27, 28, 30, 31 and 34, and all applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

ARTICLE 28 SCHEDULES

28.1 **Schedules.** The Agreement includes the following schedules:

- (a) Schedule “A” - Project Description and Timelines;
- (b) Schedule “B” - Budget;
- (c) Schedule “C” - Payment; and
- (d) Schedule “D” - Reports.
- (e) Schedule “E” - Grant Recipient Communications Protocol

ARTICLE 29 COUNTERPARTS

29.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE 30
JOINT AND SEVERAL LIABILITY

- 30.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities shall be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

ARTICLE 31
RIGHTS AND REMEDIES CUMULATIVE

- 31.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

ARTICLE 32
BPSAA

- 32.1 **BPSAA.** For the purposes of clarity, if the Recipient is subject to the BPSAA and there is a conflict between any of the requirements of the Agreement and the requirements of the BPSAA, the BPSAA shall prevail.

ARTICLE 33
FAILURE TO COMPLY WITH OTHER AGREEMENTS

- 33.1 **Other Agreements.** If the Recipient:
- (a) has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or a Crown agency;
 - (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
 - (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
 - (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

ARTICLE 34
ENTIRE AGREEMENT

- 34.1 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.
- 34.2 **Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister Responsible for Seniors
Affairs**

Name: Kathleen Henschel
Title: Director
Ministry of Seniors Affairs

Date

Corporation of the Town of Fort Frances

Name: Roy Avis
Title: Mayor

Date

Name: Lisa Slomke
Title: Town Clerk

Date

I/We have authority to bind the Recipient.

SCHEDULE “A”

PROJECT DESCRIPTION AND TIMELINES

Background

Fort Frances is a town in the, Rainy River District in Northwestern Ontario. Through an initiative in their strategic plan the Town of Fort Frances confirmed their desire for Fort Frances to become an Age Friendly Community. Fort Frances is a municipality of approximately 8,000 people with about one third of these being older adults and this demographic increasing in number.

Project Objective

The Age Friendly project will build on the previous accomplishments achieved through two previous grants. This project will complete the process to become an Age Friendly Community by implementing and evaluating the action plan created by the Age Friendly Committee over the 2016-17 time span. This is the fourth and final phase of the process outlined by the World Health Organization to become an Age Friendly Community. The Age Friendly Committee has many seniors working to improve living conditions for older adults in the Fort Frances community.

The Community Services Manager for this project has an administrative function at the Sister Kennedy Centre which services all of the seniors in the Rainy River District and will strive with the members of the Age Friendly Committee to improve conditions for older adults. Other organizations who are involved with the initiative beyond the Town of Fort Frances and Sister Kennedy Senior Centre are Northwestern Health Unit, Riverside Health Care Facilities, Rainy River district Safe Communities and Rainy River Future Development

Scope of Project

The action plan over the next year:

- a) Share the March 2017 action plan with the community and older adults specifically;
- b) Examine current structures and systems and make appropriate changes to facilitate implementation of the plan;
- c) Create a systematic review process that monitors progress and maintains focus on goals and objectives;
- d) Maintain existing partnerships supporting the work of the committee and create new partnerships where possible.

This project will build upon past work to benefit the entire community as Fort Frances achieves Age Friendly Community status and creates practices that will assist our older adults to live with dignity in the community in which they have spent their life to date. This project will impact and benefit approximately 3,200 older adults.

Timelines

June 23, 2017 to March 31, 2018

SCHEDULE "B"

BUDGET

4. Project Costs and Grant Request	
Budget	Anticipated Costs \$
Consultant	\$4,000.00
Marketing (Brochure printing and delivery)	\$2,500.00
Meeting expenses (Lunch provided to and room rental)	\$1,400.00
Staff Hours	\$600.00
Administration (Part-time staff member)	\$500.00
<div style="display: flex; justify-content: space-between; align-items: center;"> Add item (+) Total Project Costs - cannot exceed \$10,000 </div>	\$9,000.00
Less Contributions (Stream 2 only): Note: The total amount requested should represent no more than 80% of total project cost. You are required to have 20% of project costs provided through cash and/or in-kind contributions.	
Cash Contribution	<div style="background-color: #d3d3d3; height: 20px; width: 100%;"></div>
In-kind Contributions	<div style="background-color: #d3d3d3; height: 20px; width: 100%;"></div>
Other Contributions (specify below) ▼	<div style="background-color: #d3d3d3; height: 20px; width: 100%;"></div>
<div style="display: flex; justify-content: space-between; align-items: center;"> Add Contribution (+) </div>	<div style="background-color: #d3d3d3; height: 20px; width: 100%;"></div>
Funding Requested (Total Project Costs – Contributions, if applicable)	\$7,200.00

SCHEDULE "C"

PAYMENT

PAYMENT DATE OR MILESTONE	AMOUNT
Initial Project Payment	\$5,760.00
Payment upon receipt of a satisfactory Project Final Report	\$1,440.00

SCHEDULE “D”

REPORTING

Seniors Community Grant Program

2017-18 Final Report

Purpose:

The Ministry of Seniors Affairs has provided you with funding through the Seniors Community Grant Program, and wants to know how your organization has carried out the funded project. This is to ensure that provincial funding is spent in a responsible manner, and to better understand how your organization experienced success, challenges and benefits in carrying out the funded project.

Please refer back to your original Seniors' Community Grant Program application to ensure that you provide status information on all of the components of what you set out to do.

Your completed Final Report must be returned within 30 days of the completion of your project.

The report can be emailed or sent by mail. Please submit your final report to:

**Ministry of Seniors Affairs
777 Bay St. Suite 601C
Toronto ON
M7A 2J4**

Email: seniorscommunitygrant@ontario.ca

Phone: 1-866-724-2017

Fax: 1-416-326-7078

If you have any questions, please contact the MSA at the email address or phone number above.

CONTACT INFORMATION

Organization Name:

Project Name:

Contact Person Name:	Phone number:	Email:
1.		
2.		

PROJECT INFORMATION

If completing by hand, you may write on another page and attach to this template. Information provided in this activity section should not exceed 3 pages.

1. Please describe briefly your project. If the project consisted of multiple activities, please summarize all.
2. When did the project take place? (Include both start and completion date and dates on which all included activities occurred.)
3. Was the project carried out as anticipated?

If not, why not?

4. How many seniors were directly involved in carrying out the funded project and its activities? This includes project organizers and volunteers.
5. How many seniors participated in the funded project and its activities (e.g. took part in or experienced the activities)?

6. With the Ministry's grant funding, did you produce any products or publications that were funded by this grant? If yes, please list them here and include a copy or example with your final report.

7. Now that the project is complete, is there anything that you would have done differently?

FINANCIAL INFORMATION:

1. Financial Reconciliation Statement

Please provide a financial reconciliation statement which accounts for all project revenue and expenditures. This statement must identify all initial proposed expenses included in your contract, and actual expenditures. Please refer to Schedule A of the Grant Contract Agreement.

Please submit a copy of all receipts for expenses associated with the project. The receipt should list the item or service purchased and the price paid for each item or service.

Handwritten notes or attendance lists are not acceptable as receipts.

You are required to keep all original receipts associated with project expenditures for 7 years, in case the Government of Ontario requires an audit of program expenditures.

If your organization had administrative expenses directly related to carrying out the project, we will accept a letter on your organization's letterhead that specifies these expenses that is signed by someone with signing authority for your organization's expenses.

In your grant proposal, you provided an estimate of costs for the Project. Provide a reconciliation statement that indicates both the estimated costs as you set them out in the grant proposal, alongside the actual costs.

Here is a sample financial reconciliation statement:

ITEM	APPROVED COSTS	ACTUAL COSTS
Staff hours	\$ 500	\$650
Consultant to do Website updating	\$ 700	\$650
Project consultant work	\$ 5,000	\$5,000
Marketing – flyers, local newspaper	\$ 600	\$500
Space rental	\$ 2,300	\$2,200
Refreshments for up to 50 people	\$ 250	\$350
Transportation	\$ 50	\$50
Equipment rental – projector	\$ 100	\$100
Administration	\$ 500	\$500
Total Project Costs	\$ 10,000	\$10,000
Less:		
Cash Contribution	\$ 1,000	\$1,000
In-kind contribution	\$ 1,000	\$1,000
Other contributions	\$ 0	\$0
Total Grant Amount Requested	\$ 8,000	\$8,000

2. Unspent Funds

Did you spend your grant to the full amount? YES NO

If not, you are required to return unspent funds to the Government of Ontario upon the expiry of the Agreement.

Please make your cheque out to: **Minister of Finance** and send the cheque to:

Ministry of Seniors Affairs

777 Bay Street, Suite 601C

Toronto, ON M7A 2J4

Attention: Seniors Community Grant Program

3. Freedom of Information and Protection of Privacy Act Notice

The Ministry of Seniors Affairs (MSA) is subject to the Freedom of Information and Protection of Privacy Act (FIPPA). Personal information related to the Seniors Community Grant Program is collected by the MSA for the proper administration of the program, and will only be used for those purposes including evaluation of the project application, administration of agreements, funding and project reporting. In accordance with subsection 38(2) of FIPPA, this collection of personal information is necessary to the proper administration of a lawfully authorized activity.

Applicants should be aware that any information provided to the MSA in connection with their final report may be subject to disclosure in accordance with the requirements of FIPPA.

Questions about the collection, use and disclosure of information may be directed to: Ministry of Seniors Affairs, 777 Bay Street, Suite 601C, Toronto ON M7A 2J4. Email: infoseniors@ontario.ca, telephone: 416 326-7050, toll free: 1 888 910-1999, TTY (for the hearing impaired): 1 800 387-5559, fax: 416 326-7078.

TO BE SIGNED BY THE INDIVIDUAL RESPONSIBLE FOR THE PROJECT

The final report must be hand-signed; once signed, the final report may be scanned and sent electronically.

I confirm that the information contained in this report is true and accurate.

Print Name: _____

Signature: _____

Date: _____

FINAL REPORT CHECKLIST

Have you:

- ☐ Answered all questions on the Final Report?
- ☐ Inserted or attached the financial reconciliation statement?
- ☐ Attached a copy of all receipts associated with this project?

Thank you for your time in completing this report.

Schedule “E”
Seniors Community Grant 2017-2018
Grant Recipient Communications Protocol

Media and Promotion

As part of the effort to build awareness of programs for seniors, the Government of Ontario may hold a media announcement. To that end:

1. Recipient must contact the Ministry of Seniors Affairs if it wishes to hold a media/launch event or public announcement.
2. Recipient must not make any local media announcements concerning its Project and receipt of funding under the Agreement, until the Ministry has made its own announcement.
3. Where possible, the Ministry encourages Recipient to involve local Member of Provincial Parliament (MPP)s or other officials in media event or activity.
4. All media, promotional, and other publications must acknowledge funding from the Government of Ontario. If you wish to issue a news release, you must share it with the Ministry at least seven days in advance of the planned date of release, and we will provide you with a Minister’s quote for insertion.

Marketing

1. All marketing materials must acknowledge the support of the Government of Ontario. These materials may include brochures, reports, advertising, oral presentations and publicity relating to the Project.
 - a. The materials must credit the support of the Government of Ontario by following the Government’s attached guidelines specifically related to the use of the Ontario logo as well as the use of mandatory wording “Funded by”.
 - b. The logo should only be used on products directly related to the Seniors Community Grant.
2. Recipient must share its marketing or promotional materials with the Ministry in advance of the distribution of the materials.

The Ministry is happy to work with you to determine how this protocol will impact your communications plans. If you have any questions, please contact the Ministry of Seniors Affairs at seniorscommunitygrant@ontario.ca.