

VIBRANCY FUND LARGE PROJECTS FUNDING AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING made this ____ day of _____
20____

BETWEEN:

Grand Bend Art Centre
hereinafter called the "Recipient" OF THE FIRST PART

- AND -

THE MUNICIPALITY OF LAMBTON SHORES
hereinafter called the "Municipality" OF THE SECOND PART

WHEREAS the "Recipient" has been awarded grant dollars through the Lambton Shores Community Vibrancy Fund;

AND WHEREAS it is deemed expedient to outline the accountability requirements with respect to the expenditure of the funds as outlined in Lambton Shores Policy CP-CS-POL-005 Community Vibrancy Fund Policy Large Projects.

NOW THEREFORE the parties agree as follows:

1. General Conditions:

- a. All requirements under Lambton Shores Policy CP-CS-POL-005 Community Vibrancy Fund Policy Large Projects must be adhered to.
- b. Recipients awarded a grant are held accountable for the expenditure of the funds in accordance with the stated objectives/plans identified in the submitted application form.
- c. Funds granted are not transferable between projects or groups without prior Council approval. Misuse of funds will result in the Recipient being disqualified from receiving a grant for a period of two years.
- d. Project evaluation forms with supporting documents must be completed and submitted to the Community Services Department within two months of the completion of the event or project, but in all cases, by November 15, 2024.

NOTE: Exceptions to the November 15 deadline may be made if the project is not completed by this date. The Recipient must make every effort to inform the Community Services Department well in advance if the project is not to be completed before November 15, 2024.

As part of the project evaluation, Recipients must submit a financial report outlining the project income and expenditures, and must attach copies of any invoices relating to the project, event or program. The Vibrancy Fund will fund up to one third (1/3) of eligible expenses. Receipts must be provided for the total project cost, including proof of the Recipient's two-third (2/3) financial contribution towards the project.

Any unspent funds are to be returned to the Municipality no later than December 31, 2024.

2. Capital Projects on Municipal Property:

- a. Recipients that have received funds for capital projects on Municipal property are required to meet with Community Services Staff to discuss the project, timelines, permits, and other requirements (i.e. insurance and WSIB clearance of any contractors working on Municipal property). Funds will not be distributed to the recipient until the Municipality is satisfied that all requirements have been met. Projects must not begin until the funds have been issued.
- b. Capital purchases that are made for municipal property must be returned to the municipality if the organization ceases to operate within five years of purchasing the capital item.
- c. Capital purchases that are made for municipal property cannot be sold for profit by the grant recipient and must be returned to the municipality if it is no longer being used.

3. Events on Municipal Property:

Recipients that have received funds for events and/or programs taking place on Municipal property are required to adhere to applicable by-laws and policies.

4. Recognition:

Recipients are required to recognize the contribution of both the Municipality of Lambton Shores and Cordelio Power (formerly Jericho Wind, GP, ULC). Recognition may take the form of including the logo of Cordelio Power or its affiliates and the Municipality on promotional material and advertising for events and projects that have received funding.

5. Indemnity

The Recipient shall indemnify and hold harmless the Municipality, its officers, members of municipal council and employees from and against any liabilities, claims, expenses, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of this agreement attributable to bodily injury, sickness, disease or death or damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service and caused by any acts or omissions of the Recipient, its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the premises or any part thereof and, as a result of activities under this agreement.

By signing said terms and conditions noted in this document, the representative(s) indemnifies the Municipality of Lambton Shores of any liability for lost, stolen or damaged property stored on said premises.

Grand Bend Art Centre
Organization

Antoinette Pachlacz

Recipient Name (print)

A. Pachlacz

Recipient Signature

Feb. 9, 2024

Date

MUNICIPALITY OF LAMBTON SHORES

Doug Cook, Mayor

Stephanie Troyer-Boyd, Clerk