



## Regional Community Investment Fund Funding Agreement

between:

the Corporation of the United Counties of Prescott and Russell  
(the "UCPR")

and:

[Click here to enter the name of the organization/Beneficiary.](#)  
(the "Beneficiary")

### 1. Definitions

1.1. The following capitalized terms or expressions shall have the meaning indicated below throughout the Agreement:

- 1.1.1. **"Agreement"** means an arrangement between Parties that specifies certain legally enforceable obligations; it means this Agreement, including its appendices, as well as any amendment made thereto from time to time by the Parties in compliance with the terms and conditions of this Agreement.
- 1.1.2. **"Effective Date"** means [Click here to enter a date.](#)
- 1.1.3. **"Eligible Expense(s)"** means the eligible costs described in Appendix A of this Agreement, payable from the Funds specified in Appendix A of this Agreement.
- 1.1.4. **"Project"** means an eligible project, as stated in the application form, of [Click here to enter a brief description of the Project.](#)
- 1.1.5. **"Expiration Date"** means the date after which this Agreement is no longer in effect: [Click here to enter a date.](#)
- 1.1.6. **"Funding Application"** means a formal proposal, made in compliance with Policy ADM-026, to obtain financial resources from the UCPR, through the Regional Community Investment Fund.

- 1.1.7. “Funds”** means the total amount of funding provided by the UCPR to the Beneficiary, in Canadian currency, under this Agreement, subject to the terms and conditions of this Agreement.
- 1.1.8. “Ineligible Expense(s)”** means the ineligible costs described in Appendix A of this Agreement.
- 1.1.9. “Laws”** means the laws of Ontario and Canada, as amended from time to time.
- 1.1.10. “Party/Parties”** means the Beneficiary and/or the UCPR.
- 1.1.11. “Term”** means the length of time the Agreement is in effect, which is from the Effective Date to the Expiration Date.

## **2. Purpose and Funds**

- 2.1.** This Agreement aims to support the Eligible Project, as presented in Appendix C of this Agreement. The Funds must be used to support this Project.
- 2.2.** The UCPR agrees to contribute the sum of [Click here to enter the amount \(in letters\)](#). dollars (\$[Click here to enter the amount \(in numbers\)](#).) over the Term in [Click here to enter the amount \(in letters\)](#). ([Click here to enter the amount \(in numbers\)](#).) instalment(s).
- 2.3.** The Beneficiary agrees to the following:
- 2.3.1.** The Funds contributed under this Agreement shall only be used by the Beneficiary for the payment of Eligible Expenses;
- 2.3.2.** For an expense to be considered an Eligible Expense, it:
- a. must be reasonable by reference to the purposes of this Agreement, as stated in subsection 2.1 of this Agreement;
  - b. must be an Eligible Expense, as defined in part A.2 of Appendix A of this Agreement;
  - c. must not be an Ineligible Expense, as defined in part A.3 of Appendix A of this Agreement; and
  - d. must have been incurred on or after the Effective Date of this Agreement;
- 2.3.3.** In the event that the Beneficiary has used a portion of the Funds to pay for an Ineligible Expense, the Beneficiary agrees to return the amount of the Ineligible Expense to the UCPR within thirty (30) days;

- 2.3.4. In the event that there are Funds remaining at the end of the Term of this Agreement that have not been spent, designated, or committed to be spent on Eligible Expenses, the amount of such otherwise unexpended Funds shall be returned to the UCPR;
- 2.3.5. In the event the Beneficiary receives an overpayment of Funds and is notified in writing by the UCPR of said overpayment within fifteen (15) business days, the Beneficiary will return the amount of such overpayment of Funds to the UCPR within thirty (30) days;
- 2.3.6. Funds must be used exclusively for the purposes for which the Funding Application was made; and
- 2.3.7. The Beneficiary must not use the Funds to fund another group or organization.
- 2.3.8. The Beneficiary is required to advertise the Prescott and Russell logo as a source of funding for the Eligible Project. The advertisement requirements are as follows:
  - Click or tap here to enter text..

### 3. Term

- 3.1. The Agreement shall take effect on the Effective Date and end on the Expiration Date.
- 3.2. This Agreement is not subject to an automatic renewal or an extension at the end of the Term.

### 4. Mutual Representations and Warranties

- 4.1. Each Party hereby represents and warrants the following to the other Party:
  - 4.1.1. **Authority:** It has full right, power, and authority to enter into the Agreement and to perform all its duties and obligations hereunder, and there are no contractual or legal restrictions prohibiting it from carrying out the Agreement.
  - 4.1.2. **Binding Agreement:** The Agreement represents a legal, valid, and binding agreement enforceable against it and its authorized assigns, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium, or other Laws affecting creditors' rights generally.
  - 4.1.3. **Status:** The Beneficiary is Choose if the Beneficiary is a charity or a non-profit organization..

## 5. Insurance

5.1. The Beneficiary shall put in effect and maintain until the Expiration Date of this Agreement or as otherwise stated, at its own expense, the following insurance:

5.1.1. Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than five million dollars (\$5,000,000) per occurrence/maximum of five million dollars (\$5,000,000) (annual aggregate for any negligent acts or omissions relating to the obligations under this Agreement). Such insurance shall include, but is not limited to, bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products; broad form completed operations; employees and volunteers as Additional Insured(s); contingent employers liability; liability in the event of abuse; tenants legal liability; cross liability and severability of interest clauses.

**If applicable**, the Commercial General Liability Insurance policy shall not contain any exclusions of liability for damage, etc. to properties, buildings, or land arising from:

a. removal or weakening of support of any property, building, or land, whether such support is natural or otherwise;

b. use of explosives for blasting;

c. vibration from pile driving, or caisson work, if minimum coverage for any such loss or damage is five million dollars (\$5,000,000).

5.1.2. Such insurance shall add the UCPR as an Additional Insured and include a waiver of subrogation in favour of the UCPR. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the UCPR.

5.1.3. Automobile Liability Insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the initiatives and the services covering liability for bodily injury, death, and damage to property, with a limit of not less than two million dollars (\$2,000,000) inclusive for each and every loss.

5.1.4. Professional Liability (Errors and Omissions) Insurance coverage shall be obtained to a limit of not less than two million dollars (\$2,000,000). If such insurance is written on a claim-made basis, the policy shall contain a twenty-four (24)-month extended reporting period or shall be maintained for a

period of two (2) years subsequent to the conclusion of the Project(s) under this Agreement. The UCPR shall be added as an Additional Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available.

**5.1.5. If applicable:** Environmental Impairment Liability with a limit of not less than two million dollars (\$2,000,000) per Incident/Annual Aggregate. Coverage shall include Third Party Bodily Injury and Property Damage, including restoration costs including, but not limited to, on-site and off-site clean-up. Coverage shall be written on an occurrence basis and shall not be limited to sudden & accidental. If such insurance is issued on a claims-made basis, the policy shall contain a twenty-four (24)-month extended reporting period or shall be maintained for a period of two (2) years subsequent to the conclusion of the Project(s) provided under this Agreement. The UCPR shall be added as an additional Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available.

The contractor is responsible to effect physical damage on their assets/equipment – failure to do so will not impose any liability on the UCPR.

**5.1.6. If applicable:** If required, the contractor shall provide and maintain during the term of the Agreement, Broad Form Builders' Risk and Equipment Breakdown insurance coverage to the full replacement cost of the structure, including any existing building, improvement, and renovation construction costs. Such insurance shall be written on a Broad Form basis, including water damage, earthquake, flood, sewer backup, and equipment testing/commissioning. The policy shall not contain an exclusion for resultant damage from freezing. The policy shall be issued in the name of the contractor and the UCPR, and it shall name the UCPR as a loss payee as their interests may appear to the replacement value of the completed building, including improvement and renovation costs.

**5.1.7. Directors & Officers Liability (Errors and Omissions) Insurance** coverage for an amount of not less than two million dollars (\$2,000,000). Coverage shall be extended to include directors, officers, employees, and volunteers. If such insurance is written on a claim-made basis, the policy shall contain a twenty-four (24)-month extended claims period or shall be maintained for a period of two (2) years subsequent to the conclusion of the initiatives and the services provided under this Agreement. The policy is extended to provide coverage for individual Board Members and the Organization Entity. The insurance policy must include the violation of privacy.

**5.1.8. If applicable:** Cyber and Technological Liability Insurance will be obtained for an amount of no less than two million dollars (\$2,000,000). If such insurance is written on a claim-made basis, the policy shall contain a twenty-four (24)-month extended claims period or shall be maintained for a period of two (2) years subsequent to the conclusion of the initiatives and the services provided under this Agreement. Coverage should include, but not be limited to, cybercrimes and data breaches, and include cyber incident response costs, media liability, breach notification, crisis communications, and privacy protection.

**5.2.** The Beneficiary must provide, at its cost, a certificate of insurance verifying the above-noted coverage prior to the Effective Date of the Agreement, to the satisfaction of the UCPR, and in force for the entire Agreement period.

**5.3.** An endorsement to the effect that the policy or policies will not be altered, cancelled, or allowed to lapse without giving the UCPR a written notice of thirty (30) days.

**5.4.** Any and all deductibles applicable to the above-noted insurance policies shall be the sole responsibility of the Beneficiary, and the UCPR shall bear no cost towards such deductibles.

**5.5.** The UCPR reserves the right to assess exposures and add additional insurance requirements where deemed necessary.

## **6. Limitation of Liability and Indemnification**

**6.1.** The Beneficiary shall indemnify and save harmless the UCPR, their elected officials, officers, employees, volunteers, agents, and any other stakeholders for whom the UCPR is legally responsible, from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest, or damages of every nature and kind whatsoever, including, but not limited to, bodily injury or damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by the Beneficiary, their officers, employees, volunteers, agents, contractors, sub-contractors, or others to whom the Beneficiary is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Beneficiary in accordance with this Agreement and shall survive this Agreement.

## **7. Reports and Supporting Documents Required**

- 7.1.** The Beneficiary will provide the UCPR with the documentation listed in Appendix B of this Agreement, in accordance with the timelines and terms set out in Appendix B.
- 7.2.** The Beneficiary shall, upon the UCPR's request in writing, collect such information and provide such additional reports as the UCPR may specify from time to time during the Term of this Agreement. The Beneficiary shall provide any additional reports within the written timeframe prescribed by the UCPR.
- 7.3.** All reports submitted by the Beneficiary to the UCPR must meet the criteria and requirements described in this Agreement, and they must be judged satisfactory by the UCPR.
- 7.4.** All documents and supporting documentation submitted by the Beneficiary to the UCPR must comply with the *Accessibility for Ontarians with Disabilities Act* and the Web Content Accessibility Guidelines 2.0.

## **8. General Provisions**

### **8.1. Notices**

- 8.1.1.** All notices and correspondence exchanged between the Parties shall be by email and shall be addressed to:
  - a. the UCPR: Administrative Services Coordinator, cgray@prescott-russell.on.ca; and
  - b. the Beneficiary: [Click here to enter the contact's title.](#), [Click here to enter the contact's email address.](#)

### **8.2. Choice of Venue**

- 8.2.1.** The Parties agree, in respect of any claim or legal proceedings for any purpose whatsoever in connection with the Agreement, to elect the jurisdiction of the Superior Court of Justice (L'Original) as the proper forum for the hearing of said claims or said legal proceedings.

### **8.3. Counterparts**

- 8.3.1.** The Agreement may be signed in several counterparts and, as the case may be, each of them when so signed shall be deemed to be an original. Such counterparts shall, however, represent one and the same document.

## **8.4. Amendment**

**8.4.1.** The Agreement may be amended at any time by mutual consent of the Parties. However, any amendment must be set forth in writing and signed by each of the Parties to the Agreement. It shall be deemed effective as of the day of its recording in a written instrument duly signed by the Parties.

## **8.5. Waiver of Rights**

**8.5.1.** The silence, failure, or delay by a Party in exercising any right hereunder shall under no circumstances be interpreted or construed as a waiver of such right by said Party; the latter may avail itself of such right until such time as it contractually or legally expires.

## **9. Termination**

**9.1.** The UCPR may terminate the Agreement if the Beneficiary fails to fulfil any of its obligations set out in this Agreement, provided that the UCPR has first given the Beneficiary a thirty (30)-day written notice of the nature of the breach and provided that such breach has not been corrected or remedied within said thirty (30)-day period.

**9.2.** In the event of a termination initiated by the UCPR, a partial or complete reimbursement of the financial contribution offered to the Beneficiary will be required, even after the expiration or after the termination of this Agreement. In this case, the Funds must be reimbursed to the UCPR within thirty (30) days.



In witness whereof the Parties have duly executed and delivered this Agreement on this  
Choose a day. day of Choose a month., [Click here to enter a year.](#)

The Corporation of the United Counties of Prescott and Russell

Per:

Name: Stéphane P. Parisien  
Title: Chief Administrative Officer  
I have authority to bind the Corporation.

Per:

Name: Mélanie Gratton  
Title: Acting Treasurer  
I have authority to bind the Corporation.

The [Click here to enter the name of the Beneficiary.](#)

Per:

Name: [Click here to enter a name.](#)  
Title: [Click here to enter the title.](#)  
I have authority to bind the Corporation.

Per:

Name: [Click here to enter a name.](#)  
Title: [Click here to enter the title.](#)  
I have authority to bind the Corporation.

## **Appendix A: Schedule and Expenses**

### **A.1. Schedule of Payments**

A.1.1. The UCPR shall contribute Funds to the Beneficiary in the amount of Enter amount (in letters) dollars (\$Enter amount (in numbers)) over the Term in Enter amount (in letters) (Enter amount (in numbers)) instalment(s).

### **A.2. Eligible Expenses**

A.2.1. Eligible Expenses are expenses that the Beneficiary may pay from the Funds for direct costs attributable to the Eligible Project specified in the Funding Application.

A.2.2. An Eligible Expense can be of a capital or operational nature.

A.2.3. Expenses related to the advertisement of the Prescott and Russell logo can be considered Eligible Expenses

A.2.4. All Eligible Expenses must:

- a. be directly related to the project specified in the Funding Application;
- b. not exceed the approved funding as per the Funding Agreement;
- c. have been incurred during the term of the Funding Agreement;
- d. not be funded or reimbursed by one or more of any third party, ministry, agency, or organization for that same expense; and
- e. comply with all other provisions of the Funding Agreement.

### **A.3. Ineligible Expenses**

A.3.1. Ineligible Expenses are expenses that are not directly related to the Eligible Project specified in the Funding Application; therefore, they are not eligible to be paid from the Funds of this Agreement.

A.3.2. Ineligible Expenses:

- a. are not directly related to the project specified in the Funding Application;
- b. exceed the approved funding as per the Funding Agreement;
- c. were not incurred during the term of the Funding Agreement;
- d. are funded or reimbursed by one or more of any third party, ministry, agency, or organization for that same expense; and
- e. do not comply with all the provisions of the Funding Agreement.

## Appendix B: Reports and Supporting Documents Required

Report or Supporting Document	Details	Deadline to Submit to the UCPR
<p>Funding Application, including the required documentation:</p> <ol style="list-style-type: none"> <li>1. Application Form</li> <li>2. Copy of the local municipal Council's resolution approving the proposed Eligible Project; <b>If applicable</b> <i>(if the Beneficiary is a lower-tier municipality within the UCPR)</i></li> <li>3. Choose a Budget.; Most recent available; Approved by the Board of Directors; <b>If applicable</b> <i>(if the Beneficiary is a charity or non-profit)</i></li> <li>4. Choose a Financial Statement.; Most recent available; Approved by the Board of Directors; <b>If applicable</b> <i>(if the Beneficiary is a charity or non-profit)</i></li> <li>5. Estimated Budget for the Project</li> </ol>	<p>Completed application with all required documents:</p> <ol style="list-style-type: none"> <li>3. Budget for the period of Choose a month. 1, Click here to enter a year., to Choose a month. Choose a day., Click here to enter a year.; Adopted by the Beneficiary and judged satisfactory by the UCPR</li> <li>4. Compilation engagement, review engagement, or audited Financial Statements for the period of Choose a month. 1, Click here to enter a year., to Choose a month. Choose a day., Click here to enter a year.; Adopted by the Beneficiary and judged satisfactory by the UCPR</li> <li>5. Estimated budget for the entire Project; Adopted by the Beneficiary and judged satisfactory by the UCPR</li> </ol>	<p>Before decision on funding by the UCPR Council</p>
<p>Insurance Certificate</p>	<p>Complies with the insurance requirements described in section 5 of this Agreement; Judged satisfactory by the UCPR</p>	<p>Before signing the Agreement and before the transfer of Funds</p>
<p>Agreement</p>	<p>Signed by the Beneficiary and the UCPR</p>	<p>Before the transfer of Funds</p>

<p>Choose a Budget option.;          Approved by the Board of Directors; <b>If applicable</b> <i>(if the Beneficiary is a charity or non-profit)</i></p>	<p>For the period of Choose a month. 1, Click here to enter a year., to Choose a month. Choose a day., Click here to enter a year.; Adopted by the Beneficiary and judged satisfactory by the UCPR</p>	<p>Click here to enter a date.          (and          Click here to enter a date.)</p>
<p>Choose a Financial Statement option.;          Approved by the Board of Directors; <b>If applicable</b> <i>(if the Beneficiary is a charity or non-profit)</i></p>	<p>Review engagement or Audited Financial Statements; For the period of Choose a month. 1, Click here to enter a year., to Choose a month. Choose a day., Click here to enter a year.; Adopted by the Beneficiary and judged satisfactory by the UCPR</p>	<p>Click here to enter a date.          (and          Click here to enter a date.)</p>
<p>Final Budget for the Project</p>	<p>Final budget for the entire Project; Adopted by the Beneficiary and judged satisfactory by the UCPR</p>	<p>Click here to enter a date.</p>
<p>Statement of Expenses</p>	<p>Actual income and expenses for the entire Project; Adopted by the Beneficiary and judged satisfactory by the UCPR</p>	<p>Click here to enter a date.</p>
<p>Visibility Report</p>	<p>Report containing an overview of the advertisement visibility given to the UCPR, including pictures</p>	<p>Click here to enter a date.</p>

## **Appendix C: Funding Application**

*[ATTACH/JOIN A COPY OF THE FUNDING APPLICATION SUBMITTED BY THE  
BENEFICIARY]*