

Durham Farm 911 Funding Agreement

THIS AGREEMENT made this _____ day of _____, 2020

B E T W E E N:

TOWNSHIP OF SCUGOG
(hereinafter called the "Recipient")

- and -

THE REGIONAL MUNICIPALITY OF DURHAM
(hereinafter called the "Region")

WHEREAS the Durham Farm 911 initiative is between the Region and the Recipient and aims to provide 911 signage for secondary entrances and vacant properties in rural areas in Durham Region;

AND WHEREAS the Recipient is willing to undertake the activities required in a manner that meets the mandatory criteria and core intent of the Regions Farm 911 initiative (the Project);

AND WHEREAS the Project funding being provided by the Region, to the Recipient, is in the amount of \$60,000;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties hereby agree as follows:

1. Term of Agreement

Subject to any extension or termination of this Agreement or survival of any of the provisions of this Agreement pursuant to the provisions contained herein, this Agreement shall be in effect from the date set out on the first page of this Agreement, to completion of the Project and to the satisfaction of all reporting requirements of the Farm 911 funding program. Any extension or termination of this agreement, at the request of the recipient, will require 30 days' written notice from the Recipient to the Region.

2. Eligible Costs

Eligible Costs are all direct costs that are properly and reasonably incurred and paid by the Recipient under a contract for goods and services necessary for the implementation of the Project and capped at the amount of funding provided by the Region to the Recipient. Eligible costs are the costs of procuring, installing, and documenting in whole, the Project, as determined by the Region and do not include staff costs of the Recipient.

3. Farm 911 Program Criteria

The Recipient shall ensure the Project is completed in a manner that meets the following criteria:

“The installation and documentation of reflective, double-sided 911 signage at unmarked vacant properties and secondary property entrances in rural areas, with signs to be positioned such that they are visible from the roadway but not at risk of damage from road maintenance activities. All installations are to be documented with a GPS location and date-stamped photo of the installed signs and entrances.”

4. Financial Assistance

The Financial Assistance provided by the Region is intended for and shall be used only for Eligible Costs incurred by the Recipient. Regional financial assistance for the Project shall be provided in the amount of \$60,000 and will be disbursed, in whole, upon execution of this agreement.

If the Recipient does not expend the full amount of financial assistance, the Recipient will return all unexpended funds to the Region.

If the Recipient installs 911 signage on third party owned property using these funds, the Recipient shall remain responsible for all the requirements identified in this agreement.

5. Procurement

The Recipient agrees to use generally accepted public procurement practices in connection with the Project.

6. Ownership and Maintenance Responsibilities

The Region shall not own 911 signage installed using these funds nor be responsible for any ongoing future maintenance, repair, and replacement costs for the signage. Ownership will be the responsibility of the Recipient.

7. Information, Reporting Requirements & Post-project Reviews

The Recipient agrees that it shall provide the Region a final detailed post-project report with supporting documentation, which will include how the funds were spent, the GPS location and the number of 911 signs provided, completed installation dates, photo documentation of installations and entrances and any other information as requested by the Region to confirm adherence to this Agreement. The Recipient also agrees to provide a financial statement of final costs signed by the Recipient’s Treasurer as part of the final post project review.

In addition, the Recipient shall submit to the Region in writing any additional information with respect to the progress of the Project that may be requested by the Region or of which the Recipient becomes aware that may affect the Project’s completion.

The Recipient shall supply to the Region, upon request, such information in respect of the Project and its results including, without limitation, all contracts and agreements related to the Project, all plans and specifications related to the Project, and copies of invoices as the Region may require.

The Recipient represents it shall not provide any false or misleading information to the Region under this Agreement.

8. Financial Accountability and Auditing

The Recipient shall keep and maintain all financial records, invoices and other financially-related documents relating to the financial assistance in a manner consistent with generally accepted accounting principles, and shall maintain such records and keep them available for review by the Region for period of seven (7) years from the date of termination of this Agreement.

The Region, their respective agents and employees, including its external auditor shall be allowed access to the Recipient's premises and to the Project site at all reasonable times to (i) inspect the progress and monitor the Project; (ii) perform cost reviews and audits on the Project; and (iii) complete any other auditing or monitoring that may be reasonably required in relation to the Project.

9. Insurance

During the term of this Agreement, the Recipient will provide in full force and effect, a commercial general liability insurance policy in the amount of at least FIVE MILLION (\$5,000,000) DOLLARS providing for, without limitation, coverage for personal injury, public liability and property damage naming the Region as an additional insured. The Recipient shall, upon request by the Region, provide the Region with proof of such insurance forthwith.

10. Indemnification

The Recipient shall indemnify and hold harmless the Region, their employees, and agents from and against all claims, demands, costs, losses, expenses, damages or liabilities incurred as a result of a claim, suit or proceeding arising out of or in connection with this Agreement, where the claim, suit, or proceeding is caused by the negligence of the Recipient, their officers, employees or agents in connection with the obligations performed, purportedly performed or required to be performed under this Agreement.

11. Communications and Promotions

The Region reserves the right to develop communication products regarding the Project in respect to this agreement. The Recipient shall participate and comply with any communications requests the Region.

12. General

This Agreement, including any amendments and supplements hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof.

This Agreement supersedes all prior or contemporaneous agreements, negotiations, representations, proposals, discussions and understandings, oral or written, relating to the subject matter hereof. This agreement may be amended, supplemented or modified only by written instrument, signed by each of the parties hereto.

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

All notices required or permitted to be given under this Agreement shall be in writing and either delivered personally or by pre-paid courier or transmitted by facsimile or other similar means of confirmed electronic communication, to the Region at:

Attention: Regional Clerk
605 Rossland Road. East
Whitby, ON L1N 6A3

and to the Recipient at:

Attention: Township of Scugog Municipal Office
181 Perry Street, Box 780
Port Perry, Ontario
L9L 1A7

or to such other address and facsimile number as either party may notify to the other from time to time. All notices shall be effective when actually received.

The relationship of the parties shall be that of independent contractors. Nothing in this Agreement shall be interpreted to create any partnership, joint venture, or similar relationship, or subject the parties to any implied duties or obligations respecting the conduct of their affairs which are not expressly stated herein.

This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned by the Recipient, except with the prior written consent of the Region.

The failure of either party at any time to require performance of any provision shall not affect the right to require performance at any other time, nor shall

the waiver by either party of a breach of any provision be a waiver of any succeeding breach or a waiver of the provision itself.

If any provision of the Agreement is declared illegal, void or unenforceable for any reasons, such provision shall be severed from the balance of this agreement and the remaining provisions hereof shall continue in full force and effect.

Signed and dated this _____ day of _____, 2020.

The Township of Scugog
(Recipient)

The Regional Municipality of
Durham

XX
Regional Chair

XX
Regional Clerk