

THIS AGREEMENT is effective this 8th day of March, 2019.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA
as represented by the Minister of Children's Services
(the "Minister")

~ and ~

CITY OF COLD LAKE
created pursuant to the laws of Alberta
(the "Grant Recipient")

WHEREAS the Grant Recipient has applied for a grant to be used for the purpose of Parent Link Centres (PLCs) to engage in activities/programs/partnerships and the provision of additional outreach, resources and support that enhance the organization's current capacity to deliver the PLC core services for Indigenous families and communities;

WHEREAS the Minister has agreed to provide Funding for said purpose subject to the terms and conditions of this Agreement;

WHEREAS the Grants Regulation authorizes such a grant being made; and

WHEREAS the Grant Recipient is prepared to perform and enter into certain undertakings relative to the payment of the grant.

NOW THEREFORE the parties agree as follows:

1. **DEFINITIONS:**

- (a) "Agreement" means this document, Schedule A and Schedule B].
- (b) "Effective Date" means the date first noted above.
- (c) "Funding" means the grant monies to be contributed by the Minister and any interest earned thereon.
- (d) "Grants Regulation" means the Human Services Grants Regulation, AR 25/2016.
- (e) "Project" means the activities to be performed by the Grant Recipient as described in Schedule A.
- (f) "Term" means the period from March 8, 2019 to March 31, 2020.

2. RESPONSIBILITIES OF THE GRANT RECIPIENT:

- (a) The Grant Recipient shall conduct the Project as described in Schedule A.
- (b) The Grant Recipient shall comply with all applicable laws in its performance of Project activities.
- (c) The Grant Recipient shall not make any public announcement or issue any press release regarding the entering into this Agreement or the Minister's provision of the Funding, except in consultation with and upon receiving the approval of the Minister as to the contents of the announcement or press release, such approval shall not be unreasonably withheld.

3. TERM:

This Agreement shall be effective for the Term.

4. REPRESENTATIVES:

- (a) The Minister designates the Executive Director of the Early Childhood Development Branch to be the Minister's representative to maintain a continuing liaison with the Grant Recipient in matters relating to this Agreement.
- (b) The Grant Recipient designates the position title for Grant Recipient's representative to be the Grant Recipient's representative to maintain a continuing liaison with the Minister in matters relating to this Agreement.

5. FUNDING:

- (a) Unless this Agreement is terminated, the Minister will provide Funding to the Grant Recipient in the amount of no more than \$125,000, subject to:
 - i) the appropriation of funds by the Legislature sufficient to provide the Funding under this Agreement, the sufficiency of which shall be determined in the sole discretion of the Minister; and
 - ii) early termination of this Agreement.
- (b) The Grant Recipient acknowledges that, subject to Clause 5(a), the maximum Funding that will be provided under this Agreement is no more than \$125,000, and that there will be no additional funding from the Minister in the case of cost overruns.

- (c) The Grant Recipient shall immediately notify the Minister of any overpayment of the Funding and shall repay the amount of any overpayment, unless directed otherwise in writing by the Minister. Any amount of overpayment not repaid to the Minister shall be considered a debt due to the Minister. The Minister may in its sole discretion cease to make payments under this Agreement or any other agreement made between the Grant Recipient and the Minister if an overpayment is not repaid forthwith.
- (d) The Funding shall be released to the Grant Recipient in accordance with the following schedule:

Release Date	Funding Amount
As soon as reasonably possible after full execution of this Agreement	\$125,000

6. USE OF GRANT FUNDING:

- (a) The Grant Recipient covenants and agrees that it is and will be, in relation to the Funding, bound by the provisions of this Agreement and the Grants Regulation.
- (b) The Grant Recipient agrees that the Funding shall be used only for the purposes and expenditures described in Schedule A and Schedule B, and the Grant Recipient shall not use the Funding for any other purpose without the prior written consent of the Minister.
- (c) The Minister reserves the right to disallow and recover from the Grant Recipient the amount of any expenditure of the Funding that is contrary to the terms and conditions of this Agreement.

7. PUBLICATION, DISSEMINATION AND RELEASE OF INFORMATION:

- (a) The Grant Recipient acknowledges that this Agreement and all reports and other records submitted to the Minister will be subject to the access and disclosure provisions of the *Freedom of Information and Protection of Privacy Act*.
- (b) Subject to any applicable laws, the Grant Recipient shall allow the Minister access to or provide copies to the Minister of any data or information acquired, collected or produced under this Agreement.

8. PROJECT REPORTING REQUIREMENTS:

The Grant Recipient will be responsible for providing the following:

- (a) By the end of each quarter during the Term of this Agreement the Grant Recipient shall provide the Minister with an interim Project report for the quarter that contains:
 - i) a financial report prepared in accordance with Canadian generally accepted accounting principles for all Project revenues and expenditures of the Funding that is certified correct by a senior financial officer of the Grant Recipient; and
 - ii) a detailed report of Project activities containing sufficient information to inform the Minister of the progress of the Project.
- (b) Within ninety (90) days of the expiry or termination of this Agreement the Grant Recipient shall provide the Minister with:
 - i) financial reporting prepared in accordance with Canadian generally accepted accounting principles of all revenues and expenditures of the Funding for the entire Term as set out below:

Total Amount of Funding	Minimum Reporting Requirements (as applicable)
Not greater than \$250,000	<ul style="list-style-type: none"> • A certificate signed by appropriate officers (for an agency, the president and treasurer / VP finance, for a corporation, the CEO and Manager of Finance) confirming the Funding was only used in accordance with the purpose of the Agreement. • A financial report detailing the actual amount of Funding spent and the return of any unused Funding in accordance with this Agreement
Not greater than \$500,000	<ul style="list-style-type: none"> • A Review Engagement Report accompanying financial statements showing the income and expenditures (either as a separate statement or as a schedule attached to the Grant Recipient's overall unaudited financial statement) and the return of any unused Funding in accordance with this Agreement. This statement is to confirm the Funding was only used in accordance with the purpose of the Agreement
\$500,000 and over	<ul style="list-style-type: none"> • An audited financial statement showing the income and expenditures (either as a separate statement or as a schedule attached to the Grant Recipient's overall audited financial statement) and the return of any unused Funding in accordance with this Agreement. This statement is to confirm the Funding was only used in accordance with the purpose of the Agreement.

- ii) a detailed final report containing sufficient information to inform the Minister of the outcomes of the Project.
- (c) The Minister shall have the right and ability to use, publish, or distribute Project reporting as the Minister determines appropriate, subject to any applicable laws.
- (d) In the event the total amount of Funding is increased either during the Term or by any amendment to this Agreement, any reporting, financial or otherwise may change accordingly.

9. ACCOUNTING:

The Grant Recipient shall:

- (a) deposit and maintain the Funding in a the same bank account as other monies but separate from other monies in the books of account such that the Funding can be accounted for;
- (b) maintain adequate financial records relating to the Funding. It shall keep proper books, accounts and records of the cost of the materials, services or resources funded under this Agreement, in accordance with Canadian generally accepted accounting principles, and have them available at all times during the Term of this Agreement and for a period of six (6) years after the termination or expiry of this Agreement; and
- (c) during the Term and for six (6) years after the termination or expiry of this Agreement, produce on demand to any representative of the Minister or the Auditor General of Alberta any of the financial records referred to in Clause 9(b) and shall permit such representative to examine and audit these books, accounts and records and take copies and extracts of them.

10. SURPLUS ON EXPIRY OR TERMINATION:

The Grant Recipient shall, within ninety (90) days of the expiry or termination of this Agreement, repay the Government of Alberta such part of the Funding not actually used and applied or committed for the purposes of this Agreement as at the termination or expiry date of this Agreement.

11. GENERAL PROVISIONS:

- (a) The parties agree that Schedule A and Schedule B form part of the Agreement, but in the event of a conflict between a provision in a Schedule and a provision in

the body of the Agreement, the provision in the body of the Agreement shall govern.

- (b) The Grant Recipient shall indemnify and hold harmless the Minister, the Minister's employees, contractors, agents or volunteers from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly, out of any act or omission of the Grant Recipient or its employees, contractors, agents or volunteers with respect to carrying out the purposes of this Agreement. Such indemnification shall survive the termination of this Agreement.
- (c) The Minister shall not be liable for any personal or bodily injury or property damage that may be suffered or sustained by the Grant Recipient, its employees, contractors, agents or volunteers in carrying out this Agreement.
- (d) The Grant Recipient shall, at its own expense and without limiting its liabilities herein, insure its operations under a contract of general liability insurance, in accordance with Alberta's *Insurance Act*, in an amount not less than \$2,000,000.00 inclusive per occurrence, insuring against bodily injury, personal injury and property damage, including loss of use thereof.
- (e) This Agreement may be amended when such amendments are reduced to writing and signed by each of the parties hereto, but not otherwise.
- (f) The Grant Recipient is an independent entity and any persons engaged by the Grant Recipient to provide goods and services in carrying out this Agreement are employees, agents, or contractors of the Grant Recipient and not of the Minister.
- (g) The Grant Recipient may not assign this Agreement or any part of it.
- (h) Despite any other provision of this Agreement, those clauses which by their nature continue after the conclusion or termination of this Agreement shall continue after such conclusion or termination, including: Clauses 6(c) 7, 8, 9, 10, 11(b) and 11(c).
- (i) This Agreement is binding upon the parties and their successors.
- (j) The parties agree that this Agreement will be governed by the laws of the Province of Alberta.
- (k) This Agreement may be executed in counterparts, in which case (i) the counterparts together shall constitute one agreement, and (ii) communication of execution by fax transmission or e-mailed in PDF shall constitute good delivery.

12. BREACH OF AGREEMENT:

If the Grant Recipient does not meet all of its obligations under this Agreement, or uses the Funding for any unauthorized purpose, the Minister will notify the Grant Recipient of such breach in writing and the Grant Recipient will have 15 days to remedy such breach. If, in the opinion of the Minister, the Grant Recipient does not remedy the breach, the Minister may terminate the Agreement without further notice to the Grant Recipient and demand the immediate refund of the Funding, or such lesser amount as the Minister may determine, to the Government of Alberta.

13. TERMINATION OF AGREEMENT:

This Agreement may be terminated at any time by either party without cause or reason with thirty (30) days written notice to the other party. Upon the Grant Recipient's receipt of a notice of termination from the Minister, the Grant Recipient shall not make or commit any further expenditure of the Funding without the prior written consent of the Minister.

14. NOTICES:

All notices required or permitted to be given or submitted by one party to the other under this Agreement shall be deemed given or submitted to the other party if in writing and either personally delivered to the office of the addressee or sent by registered mail, postage prepaid, or sent by facsimile transmission to the office of the addressee provided below:

For the Minister:

Tania Brudler
Executive Director, Early Childhood Development Branch
6th Floor Sterling Place, 9940-106 street NW, Edmonton, AB T5K 2N2

For the Grant Recipient:

Name: KIM SCHWIDTKE
Position: MANAGER, COLD LAKE AND DISTRICT FCSS
Address: 5513- 48 AVE.
Address: COLD LAKE, AB T9M 1A1

The address of either party may be changed by notice in writing to the other party. Notice personally served or sent by facsimile transmission shall be deemed received when actually delivered or transmitted if delivery or transmission is between 8:15 am to 4:30 pm in Alberta from Monday through Friday excluding holidays observed by the Minister (a "business day") or if not delivered on a business day on the next following business day. All notices sent by prepaid registered mail shall be deemed to be received on the fourth business day following mailing in any post office in Canada, except in the case of postal disruption, then any notice shall be given by facsimile transmission or personally served.

IN WITNESS WHEREOF, notwithstanding the dates of signature below, the parties have made this Agreement to be effective as of the day, month and year first above written.

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA
as represented by the Minister of Children's Services

Children's Services

Date

CITY OF COED LAKE

Signature of Authorized Official
Name of Authorized Official

Date

