

AWAITING MINISTRY SIGNATURE

**Family and Community Support
Services
Funding Agreement**

BETWEEN:

HER MAJESTY THE QUEEN in RIGHT OF ALBERTA
as represented by the Minister of Community and Social Services
("the Minister")

AND

CITY OF COLD LAKE, whose address is
5513 - 48 Avenue
Cold Lake, Alberta T9M 1A1
("the Municipality")

The Minister and Municipality agree as follows:

1. This Agreement shall be effective from January 1, 2020 until December 31, 2022 subject to early termination in accordance with Clause 12 of this Agreement ("Term").
2. Subject to appropriation by the Legislature of Alberta, termination of this Agreement, and clause 5 of this Agreement, the Minister shall pay the Municipality a provincial contribution of up to \$1,226,310 to establish, administer, and operate the program referred to in clause 8 of this Agreement ("Funding").
3. (a) The maximum Funding set out in clause 2 will be allocated as follows ("Annual Funding Amounts"):
 - (i) \$408,770 for the first year of the Term (January 1, 2020 to December 31, 2020);
 - (ii) an anticipated amount of \$408,770 for the second year of the Term (January 1, 2021 to December 31, 2021);
 - (iii) an anticipated amount of \$408,770 for the third year of the Term (January 1, 2022 to December 31, 2022).(b) All Annual Funding Amounts set out in clause 3(a) may be adjusted in the sole discretion of the Minister as set out in clause 5.
4. The Minister shall pay the Municipality an advance of one-fourth (1/4) of the Annual Funding Amount payable for each year of the Term in January, April, July and October of that respective year.
- 5.

Notwithstanding clauses 2, 3, and 4 of this Agreement, the total amount of Funding, the Annual Funding Amounts, or any scheduled payment of Funding during the Term may be adjusted (including an increase or decrease) in the sole discretion of the Minister.

6. If the total amount of Funding, the Annual Funding Amounts, or any scheduled payment of Funding is reduced pursuant to clause 5:
 - (a) The Minister shall provide the Municipality ninety (90) days' written notice of any proposed reduction.
 - (b) Upon receipt of the Minister's notice to reduce funding, the Annual Funding Amounts, or scheduled payments of Funding, the Municipality shall have thirty (30) days to either accept the reduction or terminate this Agreement. The Municipality's decision shall be communicated to the Minister in writing.
 - (c) If the Municipality chooses to terminate this Agreement, termination shall be effective thirty (30) days after the date of the notice of termination by the Municipality.
7. If the Minister determines there is unexpended Funding ("Surplus") during the Term or at any time following the expiry or termination of this Agreement, the Minister, in the Minister's sole discretion, may:
 - (a) demand repayment of all or part of the Surplus by the Municipality to the Government of Alberta within ninety (90) days of the demand or the expiry or termination of this Agreement;
 - (b) adjust the total amount of Funding by withholding payment of any portion of Funding equal to the Surplus amount, or by setting-off the Surplus amount against any future scheduled payments of Funding in the Term;
 - (c) authorize the Municipality to retain the Surplus and redistribute the Surplus amount across the remaining year(s) of the Term; or
 - (d) apply the Surplus to any payment made by the Minister pursuant to a further grant agreement with the Municipality for the same or similar purpose.
8. The Municipality shall:
 - (a) provide for the establishment, administration, and operation of a Family and Community Support Services Program (the "Program") in accordance with the *Family and Community Support Services Act* ("Act") and Family and Community Support Services Regulation ("Regulation").
 - (b) use the total anticipated Funding of \$1,532,888 including a required municipal contribution of at least \$306,578 to deliver the Program. The Municipality's Contribution for the Term is allocated as follows:
 - (i) \$102,193 for the first year of the Term (January 1, 2020 to December 31, 2020);
 - (ii) \$102,193 for the second year of the Term (January 1, 2021 to December 31, 2021);
 - (iii) \$102,193 for the third year of the Term (January 1, 2022 to December 31, 2022);

- (c) prepare and submit Program and financial information required under the Act, within one-hundred and twenty (120) days of the end of the Municipality's fiscal year, or if the agreement with the Minister is terminated, within a period of time determined by the Minister.
 - (d) ensure that required program and financial information is collected, maintained, used, and disclosed in accordance with the provisions of the *Freedom of Information and Protection of Privacy Act*; and records identified as necessary under the Act must be kept for a period of five (5) years, in accordance with the retention schedule under which the Ministry operates.
9. If a disagreement arises between the parties regarding the expenditure of funding under the Act, the decision of the Minister to resolve the disagreement shall be final and conclusive.
10. If, in the opinion of the Minister,
- (a) The Municipality's program fails to meet the requirements of the Regulation; or
 - (b) the financial report of the Municipality
 - (i) has not been submitted to the Minister within one-hundred twenty (120) days of the end of the Municipality's fiscal year;
 - (ii) does not meet the requirements of the Regulation; or
 - (iii) shows that the Municipality has wrongfully used funds provided to it under the Act,
- the Minister may withhold amounts of funding under any new agreement or require the Municipality to repay the amounts of funding that in the opinion of the Minister are equivalent to the value of the program components not met or the funds wrongfully used.
11. Where 2 or more municipalities have entered into an agreement to provide joint family and community support services programs, the Municipality represents that pursuant to the agreement with the other municipalities, it has the authority to agree to the terms of this Agreement on their behalf.
12. This Agreement may be terminated:
- (a) at any time upon mutual written agreement of the parties; or
 - (b) by either party for any reason by providing one-hundred and eighty (180) days written notice to the other party.
13. If this Agreement is terminated for any reason, the Municipality's obligations under clauses 7, 8(c), 8(d), and 10 continue.

The Municipality has signed this Agreement on the 17th day of December, 2019.

The Minister has signed this Agreement on the _____ day of _____, 20____.

Signatures (Affix municipal corporate seal if applicable):

Kevin Nagoya on behalf of	
_____	_____
Municipality's duly authorized signing officer	Minister of Community and Social
(s)	Services
(Mayor, Reeve as the case may be)	

Participating Municipalities

Title of Program:	CITY OF COLD LAKE	For the Period:
		January 1, to December 31,
Scope of Program:	Single Municipality	

List all participating municipalities.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Funding Proportions:		
\$408,770	\$102,193	\$510,963
Committed Provincial Contribution	Required Municipal Contribution	Total Sum
(\$0.25 per Committed Provincial \$1.00, which represents 20% of the Total Sum)		