

MUNICIPAL POLICING ASSISTANCE GRANT FUNDING AGREEMENT 2020-21

made effective April 1, 2020

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA
AS REPRESENTED BY THE MINISTER OF JUSTICE AND SOLICITOR GENERAL

(the "Minister")

AND:

City of Cold Lake
(the "Recipient")

Background

The Minister is authorized, pursuant to the *Justice and Solicitor General Grants Regulation* (the "Grants Regulation"), as amended from time to time, to make grants to a person or organization for any purpose related to any program, service or other matter under the administration of the Minister and to enter into agreements with respect to any matter relating to the payment of a grant.

The Minister is prepared to provide funding to the Recipient under the Municipal Policing Assistance Grant ("MPAG") Program. The objective of the MPAG Program is to assist municipalities responsible for their own policing services under the *Police Act*.

Therefore, in consideration of the terms and conditions set out in this Agreement, the Minister and the Recipient agree as follows:

GRANT

1. Grant Term

- 1.1. The term of this Agreement will be for a period of one (1) year commencing April 1, 2020 and ending March 31, 2021 (the "Term") unless terminated earlier in accordance with this Agreement.

2. Grant Amount

- 2.1. Subject to the terms and conditions of this Agreement, the Minister will pay to the Recipient an amount of up to \$319,688 (the "Grant") for the purpose set out in this Agreement and calculated as follows:

- a) towns and cities with a population from 5,001 to 16,666 receive up to a \$200,000 base payment plus up to an additional \$8 per capita;
- b) cities and urban service areas with a population from 16,667 to 50,000 receive up to a \$100,000 base payment plus up to \$14 per capita; and

- c) cities and urban service areas with a population over 50,000 receive grants of up to \$16 per capita.

3. Timing of Grant

3.1. The Grant will be paid as follows:

- a) At 50 percent of the maximum Grant within a reasonable time following the signing of the Agreement; and
- b) The remainder of the Grant on or before December 31, 2020.

USE OF GRANT AND REPAYMENT

4. Grant Use

4.1. The Recipient will apply the Grant including any accrued interest solely and entirely for the following purposes:

- a) to ensure it has adequate and effective policing *and* policing oversight;
- b) to assist in implementation of provincial policing initiatives; and
- c) to enhance policing services to its citizens
(collectively, the “Approved Purpose”).

4.2. The Recipient will use the Grant for no other purpose without the prior written consent of the Minister.

5. Grant Use Repayment

5.1. If the Recipient does not comply with any conditions of the Grant as set out in this Agreement, or if any of the information provided by the Recipient to obtain the Grant is determined by the Minister to be false, misleading or materially inaccurate, then without limiting in any way any right available to the Minister under any applicable law, the Minister may require the Recipient to repay all or part of the Grant within a time period as determined by the Minister.

5.2. The Recipient agrees that any amount of the Grant:

- a) which remains unspent at expiry of this Agreement on March 31, 2021 must be returned by the Recipient to the Minister by June 30, 2021; and
- b) not spent in accordance with this Agreement during the Term must be returned by the Recipient to the Minister by June 30, 2021.

6. The Recipient acknowledges that the requirements of sections 5 and 6 will survive this Agreement.

GRANT REGULATION

7. The Recipient acknowledges that the *Grants Regulation* governs the making of this Grant, and the Recipient will comply as required, with all of the provisions of that Grants Regulation.

ACCOUNTING RECORDS

8. The Recipient acknowledges that the Minister may require that the Recipient permit a representative of the Minister or the Auditor General, or both, to examine any books or records that the Minister or Auditor General considers necessary to determine whether the Grant or any portion of it was or is being used properly and adequate records are maintained. The Recipient will preserve all such financial records, books, documents and accounts relating to this Agreement for a period of at least 7 years after termination or expiry of this Agreement.

REPORTING

9. The Recipient will provide a report on or before April 30, 2021 for the period from April 1, 2020 to March 31, 2021 that will describe how the Grant was spent in accordance with the Approved Purpose, including its use related to both policing and policing oversight.
10. The report will be in the format prescribed by the Minister. The report will be submitted to the attention of:

Manager, Grant and Contracts Accountability
Financial Compliance
Corporate Services Division
Justice and Solicitor General
5th Floor North, 9833 - 109 Street
Edmonton AB T5K 2E8

HOLD HARMLESS

11. The Recipient agrees to indemnify and hold harmless the Minister from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Recipient is legally responsible, including those arising out of negligence or willful acts by the Recipient or the Recipient's employees or agents. This hold harmless clause will survive this Agreement.

TERMINATION AND REPAYMENT OF GRANT

12. Termination

12.1. This Agreement may be terminated:

- a) by the Minister immediately on written notice if, on the expiry of 30 days after written notice has been received by the Recipient of its breach of any obligation

under this Agreement, the Recipient has not rectified the breach, in which case termination will occur upon receipt or deemed receipt by the Recipient of the notice.

13. Repayment if Terminated

13.1. If this Agreement is terminated, without limiting in any way the Minister's rights or obligations under any applicable law, the Recipient will repay all or part of the Grant to the Minister within 30 days of termination.

WAIVER

14. A waiver of any breach of a provision by the Minister will not be binding on the Recipient unless the waiver is in writing and the waiver will not affect the Minister's rights with respect to any other or future breach by the Recipient.

ASSIGNMENT

15. This Agreement may not be assigned by the Recipient without the written consent of the Minister.

NO EMPLOYMENT RELATIONSHIP

16. This Agreement is not intended to and does not:

- a) constitute either party as the agent of the other for any purpose, or otherwise create any relationship of agency;
- b) constitute or create any joint venture; or
- c) constitute or create any partnership,

and neither party will allege or assert for any purpose that this Agreement constitutes or creates a relationship of agency, joint venture or partnership.

CHOICE OF LAW AND JURISDICTION

17. This Agreement will be governed and interpreted in accordance with the laws in force in the Province of Alberta and the parties hereby irrevocably attorn to the jurisdiction of the courts of that province.

AMENDMENT

18. This Agreement may not be modified or amended except by mutual consent of the parties, in writing.

TIME OF THE ESSENCE

19. Time will be of the essence in all respects of this Agreement.

NOTICES

20. Any notice, consent, approval or other communication under any provision of this Agreement must be in writing to be effective and is effective when delivered by any means, including fax transmission, to the following respective addresses:

To the Minister:

Assistant Deputy Minister, Public Security Division
10th floor, John E. Brownlee Building
10365 - 97 Street
Edmonton AB T5J 3W7
Fax: 780-427-1194

To the Recipient:

Chief Administrative Officer
5513-48 Avenue
Cold Lake AB T9M 1A1
Fax: 780-594-3480

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

21. The parties acknowledge the *Freedom of Information and Protection of Privacy Act* (the “Act”), as amended from time to time, and will abide by the requirements of the Act. Not limiting the generality of the foregoing, the parties specifically acknowledge that the terms of this Agreement, including the name of the Recipient, the consideration, term and details of the Approved Purpose, are subject to disclosure under the Act.
22. Any data or information concerning the Minister or any department, board, agency, or commission of the Government of Alberta, other than data or information available as a matter of public record, which is obtained by the Recipient in performing this Agreement will be treated as confidential and not disclosed or made known to any other person without the written consent of the Minister. Notwithstanding completion or termination of this Agreement, this requirement will continue in effect until waived by the Minister in writing.

EXECUTION

23. This Agreement may be executed in counterparts, in which case:
- a) the counterparts together will constitute one agreement; and
 - b) communication of execution by fax transmission or e-mailed in PDF will constitute good delivery.

RECIPIENT

Date: _____, 2020

Per: _____
Craig Copeland
Mayor, City of Cold Lake

HER MAJESTY THE QUEEN IN RIGHT OF
ALBERTA, as represented by the Minister of Justice
and Solicitor General

Date: _____, 2020

Per: _____
Dennis Cooley, PhD
Associate Deputy Minister, Solicitor General