

## **POLICE OFFICER 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 Police Officer Grant Program (the "POG Program"). The objective of the POG Program is to financially support 300 police officers throughout the province, which officers were initially hired over the three year period of April 1, 2008 to March 31, 2011. The POG Program provides grant funding in the amount of \$100,000 per police officer, per year to those municipalities eligible during the implementation of the POG Program.

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 \$200,000 (the "Grant") for the purposes of employing two police officers with the Cold Lake Royal Canadian Mounted Police (RCMP) Municipal Police Service.

3. Payment of Grant

3.1. The Minister will pay the Recipient:

- a) 50 percent of the Grant amount within a reasonable time following the signing of the Agreement; and
- b) the remaining 50 percent of the Grant amount 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 to offset the costs of employment of the two police officers (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, 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 that remains unspent at the expiry of this Agreement on March 31, 2021 must, unless otherwise directed by the Minister, be returned by the Recipient to the Minister by June 30, 2021.

- 6. The Recipient acknowledges that the requirements of sections 4 and 5 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 seven 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 of April 1, 2020 to March 31, 2021 to the Minister, that will describe how the Grant was spent in accordance with the Approved Purpose and will include any other information required by the Minister relating to the expenditure of the Grant.
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. This Agreement may be terminated by the Minister immediately on written notice if, upon 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. 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, as determined by the Minister, 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