

AGING WELL IN COMMUNITY GRANT PROGRAM (2018/19)

THIS AGREEMENT is effective this 20th day of February, 2019.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA
as represented by the Minister of Seniors and Housing
(the "Minister")

~ and ~

COLD LAKE AND DISTRICT FAMILY AND COMMUNITY SUPPORT SERVICES
A municipality 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 supporting the Age-Friendly Cold Lake project to establish a strategic age-friendly plan for the City of Cold Lake to assist in future planning for seniors of all ages and need-stages based on a view of positive, healthy aging; and

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

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, and
 - (i) Schedule A – Description of Aging Well in Community Project;
 - (ii) Schedule B – Budget;
 - (iii) Schedule C – Expenditure Guidelines;
 - (iv) Schedule D – Reporting Templates; and
 - (v) Schedule E – Financial Reporting Template
- (b) "Application" means the application submitted by the Grant Recipient to the Aging Well in Community Grant Program.
- (c) "Effective Date" means the date first noted above.

- (d) "Eligible Expenses" means an expense for which the Grant Recipient may use the Funding, as listed in Schedule C.
- (e) "Funding" means the grant monies to be contributed by the Minister under this Agreement and any interest earned thereon.
- (f) "Grants Regulation" means the *Health Grants Regulation, AR 146/2002*, as may be amended or replaced from time to time.
- (g) "Project" means the activities to be performed by the Grant Recipient as described in Schedule A.
- (h) "Term" means the period from March 1, 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 the approval of the Minister as to the contents of the announcement or press release, which approval shall not be unreasonably withheld.

3. TERM:

This Agreement shall be effective for the Term.

4. REPRESENTATIVES:

- (a) The Minister designates the Manager of Community Initiatives 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 Social Programs Coordinator to be the Grant Recipient's representative to maintain a continuing liaison with the Minister in matters relating to this Agreement.

5. FUNDING:

- (a) The Minister will provide Funding to the Grant Recipient to a maximum of \$82,218. The Minister shall pay:

- (i) at the times set out in Schedule A; and
- (ii) in the case of a multi-year Project, in the installment amounts set out in Schedule A.

Payment of any installment of the Funding is conditional upon the Minister being satisfied with the financial and progress reports required under this Agreement and upon the Grant Recipient being in compliance with this Agreement.

- (b) The Grant Recipient acknowledges that the Funding may not be sufficient to cover the entire cost of the Project. The Grant Recipient is solely responsible for raising funds from other sources in case of cost overruns.
- (c) If provincial funding levels are changed such that the money available to the Minister to pay the Funding is reduced or eliminated, the Minister may, in the Minister's sole discretion, cancel or reduce the amount of the Funding.
- (d) The Grant Recipient shall immediately notify the Minister of any overpayment of the Funding and shall repay the amount of any overpayment within thirty (30) business days, 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.

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 *Health Grants Regulation* (A.R. 146/2002), as may be amended or replaced from time to time.
- (b) The Grant Recipient shall use the Funding only for costs and expenses that:
 - (i) are an Eligible Expense;
 - (ii) are reasonable and incurred for the Project;
 - (iii) are substantiated by satisfactory supporting documentation; and
 - (iv) are within the budgeted amounts set out at Schedule B, unless otherwise allowed under subparagraph (c) or (d); and
 - (v) have not been, and will not be, paid for with funding from any other source, or received as a donation or in-kind contribution from a third party.
- (c) The Grant Recipient may reallocate Funding between Eligible Expenses, within the same project year, if the amount to be reallocated is 10% or less of the budget for the Eligible Expenses from which the Funding is taken.
- (d) The Grant Recipient may not reallocate more than 10% of an amount budgeted for an Eligible Expense unless the Minister gives prior written approval.

- (e) 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. REPRESENTATIONS AND WARRANTIES:

The Grant Recipient represents and warrants to the Minister as follows, and acknowledges that the Minister is relying on the accuracy of each such representation and warranty in entering into this Agreement:

- (a) The Grant Recipient is a body corporate duly organized, validly existing and in good standing under the laws of each jurisdiction in which it carries on its operations and has the power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement;
- (b) To the best of its knowledge there is presently no action, suit or proceeding being brought or pending or threatened against the Grant Recipient which could result in the expropriation of any property of the Grant Recipient or which could materially and adversely affect its operations, properties or financial condition;
- (c) The Grant Recipient is in substantial compliance with all laws, orders and authorizations which relate to or affect it and its operations and the Grant Recipient is not subject to any court order affecting its operations;
- (d) The undertaking of the Project and performance of this Agreement by the Grant Recipient will not constitute a breach by the Grant Recipient of any law or of any contract to which the Grant Recipient is a party or by which it is bound;
- (e) The Grant Recipient has made full, true, and plain disclosure of all material facts relating to the Project; and
- (f) The expenses and that are to be funded under this Agreement have not already been, are not being, and will not be paid for by funding from any other federal, provincial, municipal, or private source.

8. 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.

- (c) The Grant Recipient authorizes the Minister to use and publish information, in whole or part, from the Grant Recipient's application for Funding and from the progress reports provided by the Grant Recipient under this Agreement.

9. PROJECT REPORTING:

- (a) The Grant Recipient shall give financial reporting and progress reporting to the Minister at the times specified in Schedule A, in the formats specified in Schedules D and E, and be satisfactory to the Minister.
- (b) All financial reports must be prepared in accordance with Canadian generally accepted accounting principles for all revenues and expenditures of the Funding, be certified correct by a senior financial officer of the Grant Recipient, and be satisfactory.
- (c) All progress reports must contain sufficient information to inform the Minister of the status and outcomes of the Project.
- (d) If the Agreement is terminated before its expiry, the Grant Recipient shall give financial and progress reporting to the Minister within the period specified by the Minister.

10. ACCOUNTING:

The Grant Recipient shall:

- (a) deposit and maintain the Funding in an interest bearing account, separate from all other monies;
- (b) maintain adequate financial records relating to the Funding and to all revenue and expenditures for the Project, including 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 shall have them available at all times during the Term and for a period of seven (7) years after the termination or expiry of this Agreement;
- (c) during the Term and for seven (7) 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.

11. SURPLUS ON EXPIRY:

- (a) Unless the Grant Recipient submits a written request to retain unexpended Funding that is approved pursuant to Clause 10 (b), the Grant Recipient shall, within sixty (60) days

after the Term, repay the Government of Alberta such part of the Funding not actually used and applied or legally committed for an Eligible Expense as at the end of the Term.

- (b) To retain unexpended Funding after the Term for purposes related to the Project, the Grant Recipient must submit a written request to the Minister's Representative at least 60 days before the end of the Term, with detail including the amount of the unexpended Funding, the proposed use, the deliverables and how achievement will be measured, the proposed budget allocation, and the time frame in which the unexpended Funding will be used. The Minister shall decide the request within sixty (60) days after the Term. The Minister may make her approval subject to conditions, including submission of a further supplementary report and a final financial statement signed by a senior official.

12. BREACH OF AGREEMENT:

- (a) The Grant Recipient shall be deemed to be in breach of this Agreement if:
 - (i) it becomes bankrupt or insolvent, has a receiving order made against it, goes into receivership, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or makes an assignment for the benefit of creditors;
 - (ii) an order is made or resolution passed for the winding up of the Grant Recipient, or the Grant Recipient is dissolved; or
 - (iii) in the opinion of the Minister, the Grant Recipient:
 - (1) has ceased to operate;
 - (2) has submitted false or misleading information to the Minister;
 - (3) is not conducting the Project materially as set forth in Schedule A;
 - (4) is not actively conducting the Project; or
 - (5) has contravened any term or condition of this Agreement.
- (b) If the Grant Recipient is in default under this Agreement, the Minister may give written notice of such default to the Grant Recipient. If the Grant Recipient has not remedied the default to the satisfaction of the Minister within fifteen (15) calendar days following receipt of the notice of default, the Minister may exercise any or all of the following remedies, and any other remedies available at law or equity:
 - (i) cease further payments of Funding to the Grant Recipient;
 - (ii) require the Grant Recipient to immediately repay all or any portion of the Funding;
 - (iii) direct the Grant Recipient to immediately provide any and all reports as may be required under this Agreement;
 - (iv) terminate the Agreement.

13. TERMINATION OF AGREEMENT:

- (a) The Minister may terminate this Agreement at any time without cause or reason with thirty (30) days written notice to the Grant Recipient. 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, and shall provide any and all reports as may be required under this Agreement. The Grant Recipient shall, within sixty (60) days after the termination of the Agreement, repay the Government of Alberta such part of the Funding not actually used and applied or legally committed for an Eligible Expense as at the effective date of the termination.
- (b) If the Grant Recipient determines that the Project should not be continued, the Grant Recipient shall consult the Minister with respect to such determination and may request that this Agreement be terminated.

14. NOTICES:

All notices required or permitted to be given or submitted by one party to the other under this Agreement must be in writing and delivered by personal delivery, regular mail, registered mail, or fax as follows:

For the Minister:

Manager of Community Initiatives
Seniors Services Division
Alberta Seniors and Housing
6th Floor, Standard Life Centre
10405 Jasper Avenue
Edmonton AB T5J 4R7
Email: Seniorsinformation@gov.ab.ca
Fax: 780-422-8762

For the Grant Recipient:

Ms. Cathy Aust
Social Programs Coordinator
5513 - 48 Avenue
Cold Lake AB T9M 1A1
Fax: 780-594-3486

The address of either party may be changed by notice in writing to the other party.

Any notice delivered shall be deemed to have been received on the date of delivery. Any notice sent by regular mail shall be deemed to have been received seven (7) days after the date it is postmarked. Any notice sent by fax shall be deemed to have been received on the day of sending but if it is not a business day, on the next business day. Any notice

sent by registered mail shall be deemed to be received four (4) days after the date it is postmarked. If normal mail service is interrupted by strike, slow down, force majeure or other cause after the notice has been sent, the notice will not be deemed to be received until actually received. The party sending such notice shall at all times attempt another service which has not been so impaired or should deliver the notice in order to ensure prompt receipt thereof.

15. GENERAL PROVISIONS:

- (a) In the event of a conflict between a provision in a Schedule and a provision in the body of the Agreement, the latter 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 expiry or earlier 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) This Agreement may be amended when such amendments are reduced to writing and signed by authorized representatives of the parties hereto, but not otherwise.
- (e) 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.
- (f) The Grant Recipient may not assign this Agreement or any part of it.
- (g) This Agreement is binding upon the parties and their successors.
- (h) Time is of the essence of this Agreement.
- (i) Rights and obligations of the Parties which expressly or by their nature survive the termination or expiration of this Agreement shall continue despite such termination or expiration until they are satisfied or by their nature expire. For greater clarity and without limiting the foregoing, the following clauses survive termination or expiration of this Agreement:

2(c)	9(b), (d)	13(a)
5(d)	10(b), (c)	15(b), (c)
6(a), (b), (e)	11(a)	
8(a), (b), (c)	12(b)	

- (j) This Agreement may be executed in counterparts, in which case (i) the counterparts together shall constitute one agreement, and (ii) communication via personal delivery, regular mail, registered mail, PDF by email, or fax transmission shall constitute good delivery.


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 Seniors and Housing

Kesa Shikaze, Executive Director
Seniors Strategic Planning Branch
Seniors Services Division

Date

COLD LAKE AND DISTRICT FAMILY AND COMMUNITY SUPPORT SERVICES



Signature of Authorized Official

Feb. 21, 2019.

Date

Kevin Nagaya

Print Name and Title

Schedule A
AGING WELL IN COMMUNITY GRANT PROGRAM (2018/19)
Grant Agreement Between
Her Majesty the Queen in Right of Alberta and
Cold Lake and District Family and Community Support Services

Project Name: Age Friendly Cold Lake

1. Project

1.1. Project Description

Funding will support the activities outlined in the following sections of the Application:

- a. B. Project Summary #7
- b. C. Need and Evidence #2, #3

1.2. Description of Outcomes

Outcomes are described in the following section of the Application:

- a. D. Impact #1

2. Reports

The Grant Recipient shall submit progress report(s) using the template(s) at Schedule D, and financial report(s) using the template at Schedule E.

<i>Year</i>	<i>Progress Report Due</i>	<i>Financial Report Due</i>
Year 1	Final report – May 29, 2020	May 29, 2020

3. Payment Schedule

<i>Release Date</i>	<i>Funding Amount</i>
After execution of the Agreement	\$82,218
TOTAL	Maximum \$82,218

SCHEDULE B
BUDGET
Grant Agreement Between
Her Majesty the Queen in Right of Alberta and
Cold Lake and District Family and Community Support Services

Eligible Expense	Year One	Total
Salaries and Benefits	\$17,471.00	\$17,471.00
Materials and Supplies	\$3,000.00	\$3,000.00
Contracts	\$48,747.00	\$48,747.00
Travel	\$1,500.00	\$1,500.00
Advertising	\$8,000.00	\$8,000.00
Training	\$1,000.00	\$1,000.00
Evaluation Costs	\$2,500.00	\$2,500.00
Other (add details)	\$	\$
Totals	\$82,218.00	\$82,218.00

SCHEDULE C - EXPENDITURE GUIDELINES
Grant Agreement Between
Her Majesty the Queen in Right of Alberta and
Cold Lake and District Family and Community Support Services

- If a Grant Recipient is uncertain if a proposed expenditure is eligible or ineligible, it should contact the Minister's representative prior to making the expenditure.
- **Eligible Expenses** are the following, if directly related to and necessary for the Project:
 - Salaries and wages for individuals whose duties are directly and primarily related to activities undertaken as part of the Project
 - Rent/utilities
 - Travel costs – in accordance with standard Government of Alberta rates for fieldwork, research, and other related activities
 - Minor equipment under \$5,000
 - Evaluation costs
 - Materials and supplies
 - Staff training/development costs
 - Other expenses for the Project as authorized by the Minister
 - Not an Ineligible Expense.
- **Ineligible Expenses** are:
 - Expenses incurred prior to the full execution of the Agreement
 - Expenses for conference hosting
 - Operational costs beyond the Term
 - Staff bonuses, other discretionary income paid to staff ,or discretionary severance packages
 - Staff awards and recognition
 - Post-secondary certificate or degree course costs
 - Passport and immigration fees
 - Insurance costs
 - Liquor and alcohol costs
 - Clothing costs
 - Commuting costs between residence and place of employment
 - Monthly parking fees (unless required for project field work)
 - Reimbursement for airfare purchased with personal frequent flyer points
 - Leasehold improvement
 - Costs of construction, renovation of laboratories, offices
 - Capital purchases
 - Information technology hardware not **directly** related to the Project
 - Patenting expenses
 - Connectivity infrastructure (e.g. fiber optics, transfer stations and satellite dishes)
 - Vehicle purchase or lease
 - Amortization of capital assets
 - Other expenses deemed by the Minister not to be an Eligible Expense

SCHEDULE D

Aging Well in Community Grant Program - Final Reporting

Date:

Grant Term:

Name of Organization:

1. Was the project fully implemented by the end of the grant term?

2. Briefly describe the project in terms of what has been done and how. (Maximum 250 words)

3. Please complete the following tables based on the outcomes outlined in your grant agreement.

Outcome 1			
Evaluation Plan:			
Have you achieved this outcome?			
We've made no progress on achieving this outcome / haven't started	We've made a little progress on achieving this outcome	We've made significant progress on achieving this outcome	We've achieved this outcome
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Outcome 2			
Evaluation Plan:			
Have you achieved this outcome?			
We've made no progress on achieving this outcome / haven't started	We've made a little progress on achieving this outcome	We've made significant progress on achieving this outcome	We've achieved this outcome
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Outcome 3			
Evaluation Plan:			
Have you achieved this outcome?			
We've made no progress on achieving this outcome / haven't started	We've made a little progress on achieving this outcome	We've made significant progress on achieving this outcome	We've achieved this outcome
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. If applicable, please list any new or existing resources or materials (eg. Educational tools, brochures, toolkits, data collection tools, etc.) that have been developed or revised over the course of this project. Please attach or send copies.

5. Population served (Identity) (check all that apply)

- ☐ Indigenous Seniors
- ☐ Seniors with Disability
- ☐ Seniors with mental health disorders
- ☐ LGBTQ2S+ Seniors
- ☐ Newcomers, immigrants, or refugee seniors
- ☐ Seniors with low income
- ☐ Non-identified
- ☐ Other (Please describe)

6. Setting for Project delivery (check all that apply)

- o Please list the communities included in your project

- ☐ Remote/Isolated Community
- ☐ Rural Area
- ☐ Urban Area (includes large and medium urban population)
- ☐ Small urban area

7. If applicable, please describe any innovative approaches you used in developing or delivering your project.

8. Please share key successes for the project.

9. Please share challenges for the project.

10. Please provide the following information about the projects' efforts to increase community collaboration and co-ordination:

a) Number and names of formal partners/agencies/collaborators for this project.

b) Highlight key community partnerships and their role within your project.

c) Have any partnerships discontinued during the grant period? If yes, why?

11. If applicable, describe any new trends surfacing in your community related to your project's area of focus.

12. Did you share the results of this project with other groups to inform or support the development of similar projects in your community?

a) If so, how?

b) If applicable, what feedback did you receive?

i. Were you able to apply this feedback to your project? If so how?

13. Did your project produce any unexpected consequences to date (positive or negative)?

14. If your project is ongoing in nature, do you currently have plans to continue the project beyond this grant program?

a) Yes ☐ No ☐

b) If yes, please describe your plans/If no, please explain why not

15.

If your project is ongoing, please rate the following statement: This project has achieved financial sustainability			
Strongly agree	Agree	Disagree	Strongly disagree
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

a. Please describe why you identified your rating.

16. Is there any additional information you would like to share regarding your project, such as:

a. What has been your biggest insight?

b. Have you used this knowledge to improve the program/service?

c. What would you tell someone from another community who would like to replicate your project?


UNAUDITED FINANCIAL REPORTING FOR GRANTS
SINGLE-YEAR AGREEMENT

Grant Recipient: _____

Description of Grant: _____

Term of Agreement: _____ to _____ Date: _____

Financial Reporting for the Period: _____ to _____

Current Fiscal Period:
Year-To-Date

	Budget	Actuals	Variance
Revenue			
Contribution from Alberta	\$	\$	\$ -
Seniors			
Other (specify)			
_____			-
_____			-
_____			-
Total Revenue	\$ -	\$ -	\$ -

Expense *(guide only, adapt to actual program where appropriate)*

	\$	\$	\$ -
Salaries and Benefits			-
Materials and Supplies			-
Contracts			-
Travel			-
Advertising			-
Training			-
Evaluation Costs			-
Other (specify)			-
_____			-
_____			-
_____			-

* Where these expenses are claimed, depreciation is not permitted

Total Expenses \$ - \$ - \$ -

Unexpended Funding \$ - \$ - \$ -

☐ Attached Request(s) for Retention of Unexpended Funding Form

Current Surplus / (Deficit): \$ -

Less: Attached Request(s) for Retention of Unexpended Funding _____

Closing Balance: Unspent Retention \$ -

Finance Contact:
Program Contact:

Name (print)

Phone #

Name (print)

Phone #

Finance Approval:

Name (print)

Position / Phone #

Date

Signature