

Between:

LAC LA BICHE COUNTY, in the Province of Alberta
(hereinafter referred to as the “County”)

OF THE FIRST PART

-and-

_____, in the Province of Alberta
(hereinafter referred to as the “Organization”)

OF THE SECOND PART

WHEREAS Lac La Biche County may provide grants to a person or organization for the purposes related to any program, service or other matter of concern for Lac La Biche County;

WHEREAS Lac La Biche County offers funding through its [Name of Grant Program or Funding Stream]

AND WHEREAS the Organization has submitted a request for funding which has been evaluated as a part of [Name of Grant Program or Funding Stream]

AND WHEREAS the County has approved funding for the Organization’s request [as per Council resolution X], subject to the conditions identified in this Agreement;

AND WHEREAS it is deemed proper and expedient for the County and the Organization to enter into this agreement;

NOW THEREFORE the parties hereto covenant and agree as follows:

1 DEFINITIONS

- 1.1 The “Activity” means the [Name of the Project, Program, Event or Activity] as identified in the “Eligible Activity” section of the Agreement.
- 1.2 The “Agreement” means this agreement, including all its schedules.

- 1.3 The “Agreement Body Document” means this agreement, excluding its Schedules.
- 1.4 “Audit” means any type of review, analysis, inquiry, inspection, examination, etc. of financial information and may include a Forensic Audit, Audit Engagement, Review Engagement, Compilation engagement, or any other format.
- 1.5 The “Contribution” means the contribution of funds by the County to the Organization for the purpose of the Activity.
- 1.6 The “Completion Date” means [date/month/year].
- 1.7 The “County” means Lac La Biche County.
- 1.8 The “Funding Request” means the request for funding from the Organization to the County as identified in Schedule B, which forms part of this Agreement.
- 1.9 The “Program Guidelines” means the [Grant Name] Program Guidelines, which are attached as Schedule A, which forms part of this Agreement.
- 1.10 The “Organization” means [Organization’s official operating name and registration date and Act].
- 1.11 The “Start Date” means [day/month/year].

2 PROGRAM GUIDELINES REQUIREMENTS

- 2.1 The Organization shall be bound by the requirements imposed on grant recipients by the Program Guidelines, unless superseded by other areas of this Agreement.

3 PREVAILING AGREEMENT

- 3.1 In the event of any inconsistencies between the Program Guidelines, the Funding Request, and the contents of the Agreement Body Document, the Program Guidelines shall supersede the Funding Request, and the Agreement Body Document shall supersede them both.

4 THE CONTRIBUTION

- 4.1 The Organization will be eligible to receive the Contribution, which will not exceed [S]. The provision of this funding is subject to the other requirements and conditions of this agreement.
- 4.2 The Organization acknowledges that provision of the Contribution is at the discretion of the County, and any obligations and liability of the County pursuant to this Agreement are solely restricted to the payment of the Contribution or any applicable portion thereof in accordance with the express requirements of this Agreement. The Organization assumes full and sole financial and legal responsibility for the delivery of the Activity.
- 4.3 The Organization shall be responsible for all other costs not supported by the grant funding pursuant to this Agreement.
- 4.4 The Contribution will not exceed the actual eligible cash expenses of the Activity.
- 4.5 The Organization cannot apply the Contribution to costs which are already supported by other grant funding.
- 4.6 The Organization will not provide the Contribution to a third party without prior consent by the County. If the Organization is given permission to do so, it acknowledges that it will be liable for the full amount of the Contribution, even if the Organization has paid all or part of the Contribution to a third party who has spent the money.
- 4.7 Without limiting the foregoing, the Organization acknowledges that it will be responsible for ensuring that the requirements imposed upon the itself by this Agreement are being met by any third parties, in the event that any portion of the Contribution is provided to a third party, or in the event the Organization contracts or assigns any obligation hereunder to such third party.
- 4.8 The Contribution, or any portion thereof, that is not spent in accordance with this Agreement, must be repaid to the County, upon request.

5 PAYMENT OF THE CONTRIBUTION

- 5.1 The County may release the Contribution in part or in full, in its discretion.
- 5.2 [No portion of the Contribution will be advanced until the following is provided:]
[List of any required documents or confirmations]
or
[Other payment schedule]
- 5.3 The Organization's right to retain any advanced portion of the Contribution is conditional upon its fulfillment of its obligations under this Agreement.

6 ELIGIBLE ACTIVITY

6.1 The Contribution is being provided to support the Activity as identified in the Funding Request, insofar as it is in accordance with the Program Guidelines, subject to any limitations or waivers as specified below:

[-List of any limitations or special conditions identified below]

6.2 The Contribution may only be used to fund the Activity, consistent with the requirements of the Funding Request and the Program Guidelines.

6.3 The Organization will not change the scope or nature of the Activity without prior written consent from the County. Failure to notify the County prior to alterations in the scope of the Activity may render certain costs ineligible.

6.4 If the Activity is not complete by the Completion Date, the Organization may request an extension. The Organization will be notified in writing if an extension is approved.

7 ELIGIBLE EXPENSES

7.1 The Contribution may only be used for those types of expenses identified in the Funding Request, insofar as it is in accordance with the Program Guidelines, subject to any limitations or waivers as specified below:

[-List of any limitations or special conditions identified below]

7.2 With the prior written consent of the County, the Organization may use the Contribution for expenses other than those listed in the Funding Request, so long as it meets the Program Guidelines.

7.3 Only expenses incurred between **[Start Date]** and **[End Date]** may be considered an Eligible Expense.

8 ACKNOWLEDGEMENT OF THE GRANT CONTRIBUTION

8.1 The Organization must publicly acknowledge the County's support for the Activity unless it is not practical or reasonable to do so.

9 GRANT REPORTING

9.1 The County may, with reasonable notice, request an interim report for the project, including a summary of expenses and activities completed to date.

9.2 The Organization will submit a final report using the prescribed forms and provide the documentation requested to the County.

9.3 **The final report is due [day/month/year].**

9.4 The Organization may request an extension to the final reporting. The County, at its discretion, may provide this extension. The Organization will be notified in writing if an extension is granted.

10 COST SHARING

10.1 The Contribution will equal [x%] of Eligible Expenses, or [specify the amount identified in the "Contribution" Section], whichever is less, subject to other areas of this agreement.

10.2 Only expenses that are part of the Activity will be considered when determining whether the cost-sharing requirements are met.

11 EVENT SURPLUS [used only for Event Grants]

11.1 As specified in the Program Guidelines, if the Event generates a surplus which exceeds 50% of the eligible Contribution, the Organization will be required to return a portion of the grant, up to 50% of the eligible grant amount.

11.2 The surplus will be calculated in accordance with the Program Guidelines.

11.3 The County may, at its sole discretion, retain the returned funding and provide it as funding for the next iteration of the event. Alternatively, the County may allow the Organization to retain that portion of the funding it would otherwise be obligated to return, on condition that the Organization apply it to next iteration of that event held in the following year. If the event does not take place in the following year, the organization must return the unspent funding.

12 CONFLICT OF INTEREST

12.1 The Organization and its employees, directors and officers:

- a) Shall conduct their duties related to the Agreement with impartiality and shall, if they exercise inspection or other discretionary authority over others in the course of those duties, disqualify themselves from dealing within anyone with whom a relationship between them could bring their impartiality into question;
- b) Shall not influence, seek to influence, or otherwise make any decision with respect to the Contribution or the Activity, knowing that the decision might further their private interests except as expressly contemplated herein;
- c) Shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of their duties related to the Agreement, that causes, or would appear to cause, a conflict of interest or personal benefit; and

- d) Shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of their duties related to the Agreement, and if such financial interest is acquired during the term of the Agreement, the Organization shall promptly declare it to the County.
- 12.2 The Organization shall immediately disclose any potential conflict of interest with respect to the Contribution or the Activity, and agrees that in the event of a conflict of interest (whether or not disclosed to the County) or breach of the foregoing obligations, without limiting any other rights or remedies it may have, the County may terminate this Agreement and suspend payment of any remaining portion of the Contribution.
- 12.3 Notwithstanding the foregoing, the County will permit the following, which has been disclosed in the Funding Request, subject to the requirements identified below:
- a) [Descriptor of Conflict of Interest]
Mitigation:
- b) [Descriptor of Conflict of Interest]
Mitigation:
- 13 DISCLOSURE OF INFORMATION**
- 13.1 The County, or someone formally appointed by the County, may conduct an audit of all financial related records associated with the terms of this Agreement. The Organization shall at all times during the term of this Agreement, and for a period of 3 years after the end of the Agreement, keep and maintain records of the use of the funding pursuant to this Agreement. This shall include any records and documentation that support actions taken by the Organization. The Organization shall at its own expense make such records available for inspection and audit by the County at all reasonable times without prior notice.
- 13.2 Costs of any audits conducted under the authority of this section and not addressed elsewhere shall be borne by the County, except to the extent such audits identify a breach of the Organization's obligations under this Agreement.
- 13.3 At any time during the term of the Agreement, the County may request the Organization to provide information related to the Activity or the operation of the Organization as a whole to ensure that the Organization is operating in a manner which is transparent, safe, and fiscally responsible, or to ensure that the Organization is compliant with other requirements imposed by other legislation or regulations. Upon request, the Organization shall provide this information, with prior notice.

14 FREEDOM OF INFORMATION AND PRIVACY ACT

14.1 The Organization acknowledges that the County is subject to the *Freedom of Information and Protection of Privacy Act (FOIP)* and agrees that any information provided to the County regarding the contribution, the Activity, or other related business may be made public subject to applicable exceptions under the *Freedom of Information and Protection of Privacy Act (FOIP)*.

15 GOVERNANCE OF THE ORGANIZATION

15.1 The Organization shall be governed by, subject to, and shall comply with the Act(s) under which it is incorporated, as amended, all regulations passed pursuant thereto, and its own bylaws.

16 TERM AND TERMINATION

16.1 This Agreement shall continue in force and effect until all obligations of the parties hereto with respect to this Agreement have been satisfied, or unless earlier terminated in accordance with this Agreement.

16.2 The Agreement will be considered terminated when the final report is provided by the Organization, reviewed by the County, and when any portion of the Contribution not spent in accordance with this Agreement is returned.

16.3 The Agreement may be terminated immediately upon:

- a. Mutual consent;
- b. 30 days written notice by either party;
- c. Default by the Organization in the performance of any of its obligations under the Agreement;
- d. If the Organization becomes insolvent; or
- e. If the Organization ceases to exist or function as a non-profit organization.

16.4 Should this Agreement be terminated pursuant to this section, a final report will determine the final payment by either party, as required.

16.5 All provisions that logically ought to survive termination of this agreement shall survive, including without limitation the indemnification obligations set out in section 18 of this Agreement.

17 RELATIONSHIP OF THE PARTIES

17.1 Nothing herein contained shall create a relationship of employment, partnership, agency, joint venture or joint enterprise as between the parties. The Organization shall remain fully responsible and liable for its own costs, expenses, benefits and employees. The County shall not have any

obligations, liability or responsibility to or for the Organization's employees, nor shall the County be required to make any additional Contributions or payment to the Organization, or the Activity.

17.2 Unless explicitly stated, the Organization shall undertake the Activity, and enter into all contracts related thereto, in its own name. The County shall have no liability in regard thereto.

18 INDEMNIFICATION

18.1 The Organization hereby indemnifies and saves harmless the County, and its employees, agents, servants, volunteers, elected representatives, officers, officials, and representatives from and against all claims, proceedings, actions, costs, expenses, damages and demands in respect of or related to the Activity, or anything arising from or connected to this Agreement or any breach of this Agreement, including, but not limited to, any death, injury, loss or damage to person or property howsoever caused, including legal costs on a solicitor and his own client basis.

19 INSURANCE

19.1 The Organization shall obtain and maintain an appropriate level of insurance coverage.

19.2 The Organization shall, without limiting its liabilities herein:

- a) Insure its operations under a contract of general liability insurance in amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury and property damage.
- b) Insure its building and contents under a contract of property insurance based on the current replacement cost.

19.3 The Organization shall endeavour to consider obtaining the following types of insurance coverage:

- a) Officers and Directors Liability;
- b) Bond and Crime; and
- c) Volunteer Accident.

19.4 The Organization shall, without limiting its liabilities herein:

- a) Insure its operations under a contract of general liability insurance in amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury and property damage.
- b) Insure its building and contents under a contract of property insurance based on the current replacement cost, accounting for the increased value from the Activity.
- c) Obtain insurance coverage for its Activity, including Builder's Risk insurance, when appropriate.

20 THIRD PARTY AUTHORIZATIONS

20.1 The Organization shall obtain all the necessary permits and approvals to conduct the activity, and payment of the Contribution shall not constitute a development permit or any other applicable permit or approval that may otherwise be required with respect to the Activity.

21 ASSIGNMENT AND BENEFIT

21.1 This Agreement may not be assigned, in whole or in part, by either of the parties, without the written consent of the other, which consent may be arbitrarily withheld.

21.2 This Agreement shall enure to the benefit of, and be binding upon, the parties hereto and their heirs, successors, representatives and permitted assigns.

22 GENERAL

22.1 Upon execution, this Agreement constitutes an acceptance between the County and the Organization of the terms and conditions herein.

22.2 A waiver of any breach of a provision of this Agreement shall not be binding upon either party, unless the waiver is in writing. The waiver shall not affect the rights of either party with respect to any future breach.

22.3 This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.

22.4 This Agreement is bound by the laws of the Province of Alberta.

22.5 Time is of the essence in this Agreement, and if either party shall fail to perform the covenants on their part, within a reasonable time, the other party may elect to terminate this Agreement.

22.6 This Agreement embodies the entire agreement between the Organization and the County. The parties shall not be bound by or liable for any statement, representation, promise, inducement or understanding of any kind or nature not stated in this Agreement. No additional changes, amendments or modifications of any of the terms of conditions of the Agreement shall be valid unless reduced to writing and signed by both parties.

22.7 If any terms, covenant or condition of this Agreement shall be declared invalid by a court of a competent jurisdiction, the invalid portion shall be severed and the remainder of the Agreement shall be deemed valid.

The Parties have therefore executed the Agreement, each by its duly authorized representative(s), on the respective dates shown below.

The Organization:

Name of Authorized Signing Officer

Witness

Signature of Authorized Signing Officer

Name of Witness

Date

Lac La Biche County

Name of Authorized Signing Officer

Witness

Signature of Authorized Signing Officer

Name of Witness

Date

EXAMPLE ONLY

**SCHEDULE A
“PROGRAM GUIDELINES”**

EXAMPLE ONLY

**SCHEDULE B
“FUNDING REQUEST”**

EXAMPLE ONLY