
THIS AGREEMENT is effective this **January 1, 2023**.

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF ALBERTA
as represented by the Minister of Seniors, Community and Social Services
(the “Minister”)

~ and ~

COUNTY OF VERMILION RIVER
created pursuant to the laws of Alberta
(the “Municipality”)

WHEREAS the Municipality has applied for a grant to be used for the purposes of FCSS Services;

WHEREAS the Minister agrees to provide Funding for said purpose under the Provincial Program and subject to the terms and conditions of this Agreement;

WHEREAS the FCSS Act and the Grants Regulation authorizes such a grant being made;

WHEREAS the total cost for the Services is **\$894,213.75** and is comprised of the Funding provided by the Minister under this Agreement and the Municipality’s Contribution as set out in Clause 6 of this Agreement;

WHEREAS the Municipality 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 the attached Schedule A and Schedule B;
- (b) “Department” means the Department of Seniors, Community and Social Services;
- (c) “Effective Date” means the date first noted above;
- (d) “FCSS Act” means the *Family and Community Support Services Act* (Alberta), as amended from time to time;
- (e) “FCSS Program Policies” means the collective policies, as amended from time to time, established by the Department relating to the Provincial Program and any funding provided pursuant to that program;
- (f) “FCSS Regulation” means the Family and Community Support Services Regulation (Alberta), as amended from time to time;

(g) "FCSS Services" means the activities to be performed by the Municipality as described in Schedule A for the purposes of establishing, administering and operating a local family and community support services program as set out in the FCSS Act and FCSS Regulation;

(h) "Funding" means the grant monies to be contributed by the Minister pursuant to this Agreement and any interest earned thereon;

(i) "Grants Regulation" means the Ministerial Grants Regulation A.R. 215/2022, as amended from time to time;

(j) "Municipality's Contribution" is the Municipality's financial contribution towards the FCSS Services as set out in Clause 6 of this Agreement;

(k) "Provincial Program" means the Provincial Family and Community Support Services Program administered by the Department and delivered in accordance with the FCSS Act and FCSS Regulation;

(l) "Provincial Prevention Priorities" means key social issues affecting Albertans as identified in Schedule A;

(m) "Provincial Prevention Strategies" means strategies, as identified in Schedule A, that guides the development and delivery of preventative services to meet the needs of a local community;

(n) "Surplus" means the amount by which payments made by the Minister exceed the Municipality's expenditures to perform the FCSS Services, as determined by the Minister, in consultation with the Municipality;

(o) "Term" means the period from **January 1, 2023 to December 31, 2025**.

2. RESPONSIBILITIES OF THE MUNICIPALITY:

(a) The Municipality shall perform the FCSS Services as described in Schedule A and in accordance with the FCSS Act, FCSS Regulation, and FCSS Program Policies.

(b) The Municipality shall perform FCSS Services in alignment with the Provincial Prevention Priorities and Provincial Prevention Strategies.

(c) The Municipality may transfer to another municipality all or part of the Funding received pursuant to this Agreement as described in the FCSS Program Policies.

(d) The Municipality shall comply with all applicable laws in its performance of the FCSS Services.

(e) The Municipality 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 upon receiving the approval of the Minister as to the contents of the announcement or press release, such approval shall not be unreasonably withheld.

3. TERM:

This Agreement shall be effective for the Term.

4. REPRESENTATIVES:

(a) The Minister designates the **Executive Director of Civil Society and Community Initiatives** to be the Minister's representative to maintain a continuing liaison with the Municipality in matters relating to this Agreement.

(b) The Municipality designates the **Chief Administrative Officer** to be the Municipality'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 Municipality in the amount of no more than **\$715,371.00**, subject to:

- the appropriation of funds by the Legislature sufficient to provide the Funding under this Agreement, the sufficiency of which shall be determined in the sole discretion of the Minister; and
- early termination of this Agreement.

and that there will be no additional funding from the Minister in the case of cost overruns.

(b) The maximum Funding set out in Clause 5(a) will be allocated as follows:

\$238,457.00 for the first year of the Term (**January 1, 2023 to December 31, 2023**);

\$238,457.00 for the second year of the Term (**January 1, 2024 to December 31, 2024**); and

\$238,457.00 for the third year of the Term (**January 1, 2025 to December 31, 2025**)

(c) The Municipality shall immediately notify the Minister of any overpayment of the Funding and shall repay the amount of any overpayment, 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 the Minister's sole discretion cease to make payments under this Agreement or any other agreement made between the Municipality and the Minister if an overpayment is not repaid forthwith.

(d) The Funding shall be released to the Municipality in accordance with Schedule B.

(e) Notwithstanding Clause 5(a), (b), and (d) of this Agreement, the total amount of Funding or any scheduled payment of Funding during the Term may be adjusted (including an increase or decrease) in the sole discretion of the Minister.

(f) If the total amount of Funding, or any scheduled payment of Funding is reduced pursuant to Clause 5(e):

(i) The Minister shall provide the Municipality sixty (60) days' written notice of any proposed reduction.

(ii) Upon receipt of the Minister's notice to reduce Funding or reduce 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 pursuant to Clause 15.

(iii) 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. For clarity, the Minister may withhold any scheduled payment during this notice period.

6. THE MUNICIPALITY'S CONTRIBUTION

(a) In accordance with section 3 of the FCSS Act and section 5(b) of the FCSS Regulation, the Municipality shall provide a financial contribution of no less than twenty percent (20%) of the FCSS Services' total cost. The Municipality shall also demonstrate a financial contribution of at least twenty percent (20%) towards the FCSS Services' annual costs.

(b) In accordance with Clause 6(a), the Municipality's Contribution for the Term is allocated as follows:

\$59,614.25 for the first year of the Term (**January 1, 2023 to December 31, 2023**);

\$59,614.25 for the second year of the Term (**January 1, 2024 to December 31, 2024**); and

\$59,614.25 for the third year of the Term (**January 1, 2025 to December 31, 2025**)

(c) In the event the total amount of Funding is increased or decreased either during the Term or by any amendment to this Agreement, the Municipality's Contribution may change accordingly, and the Municipality must provide written notice the Minister of any changes to the Municipality's Contribution pursuant to Clause 15.

7. USE OF GRANT FUNDING:

(a) The Municipality covenants and agrees that it is and will be, in relation to the Funding, bound by the provisions of this Agreement, the FCSS Act, FCSS Regulation, and the Grants Regulation.

(b) The Municipality agrees that the Funding shall be used only for the purposes and expenditures described in Schedule A and the Municipality shall not use the Funding for any other purpose without the prior written consent of the Minister.

(c) The Minister reserves the right to disallow and recover from the Municipality the amount of any expenditure of the Funding that is contrary to the terms and conditions of this Agreement.

8. PUBLICATION, DISSEMINATION AND RELEASE OF INFORMATION:

(a) The Municipality 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 Municipality shall allow the Minister access to or provide copies to the Minister of any data or information acquired, collected or produced under this Agreement.

9. FCSS SERVICES REPORTING REQUIREMENTS:

(a) The Municipality shall provide the Minister with the following annual reporting within one hundred twenty (120) days after the end of each year of the Term:

- An audited financial statement for each year of the Term that complies with sections 6, 6.1 and 6.2 of the FCSS Regulation and any requirements as set out in the FCSS Program Policies; and
- a detailed final report containing sufficient information to inform the Minister of the activities, outputs, and outcomes of the FCSS Services.

(b) The Municipality shall submit all reporting as set out in subsection (a) using the FCSS Portal: <https://goaprod.service-now.com/fcss>.

(c) The Minister shall have the right and ability to use, publish, or distribute reporting as the Minister determines appropriate, subject to any applicable laws.

(d) In the event the total amount of Funding is increased either during the Term or by any amendment to this Agreement, any reporting, financial or otherwise may change accordingly.

10. ACCOUNTING:

The Municipality shall:

(a) deposit and maintain the Funding in a separate bank account used only for the Funding or in the same bank account as other monies provided that the Funding is kept separate from other monies in the books of account, such that the Funding can be accounted for;

(b) maintain adequate financial records relating to the Funding. It shall keep 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 have them available at all times during the Term of this Agreement and for a period of six (6) years after the termination or expiry of this Agreement; and

(c) during the Term and for six (6) 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 10(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 OR TERMINATION:

If the Minister determines there is a Surplus during any year of 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.

12. GENERAL PROVISIONS:

(a) The parties agree that Schedules A and B form part of the Agreement, but in the event of a conflict between a provision in a Schedule and a provision in the body of the Agreement, the provision in the body of the Agreement shall govern.

(b) The Municipality 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 Municipality or its employees, contractors, agents or volunteers with respect to carrying out the purposes of this Agreement. Such indemnification shall survive the 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 Municipality, its employees, contractors, agents or volunteers in carrying out this Agreement.

(d) The Municipality shall, at its own expense and without limiting its liabilities herein, insure its operations under a contract of general liability insurance, in accordance with Alberta's *Insurance Act*, in an amount not less than \$2,000,000.00 inclusive per occurrence, insuring against bodily injury, personal injury and property damage, including loss of use thereof.

(e) This Agreement may be amended when such amendments are reduced to writing and signed by each of the parties hereto, but not otherwise.

(f) The Municipality is an independent entity and any persons engaged by the Municipality to provide goods and services in carrying out this Agreement are employees, agents, or contractors of the Municipality and not of the Minister.

(g) The Municipality may not assign this Agreement or any part of it.

(h) Despite any other provision of this Agreement, those clauses which by their nature continue after the conclusion or termination of this Agreement shall continue after such conclusion or termination, including: Clauses 7(c), 8, 9(b), 9(c), 10, 11, and 12(b) and 12(c).

- (i) This Agreement is binding upon the parties and their successors.
- (j) The parties agree that this Agreement will be governed by the laws of the Province of Alberta.
- (k) This Agreement may be executed in counterparts, in which case (i) the counterparts together shall constitute one agreement, and (ii) communication of execution by fax transmission or e-mailed in PDF shall constitute good delivery.

13. BREACH OF AGREEMENT:

Where the Minister, in the Minister's sole discretion, determines that the Municipality has failed to fulfill any term or condition of this Agreement, the Minister may do any one or more of the following:

- (a) terminate this Agreement immediately;
- (b) withhold payment of all or any portion of the Funding under subsequent grant agreements; and
- (c) demand repayment of all or any portion of the Funding and the Municipality shall repay forthwith, all or part of the Funding to the Government of Alberta.

14. TERMINATION OF AGREEMENT:

This Agreement may be terminated:

- (a) At any time by mutual written agreement of the parties; or
- (b) at any time by either party without cause or reason with ninety (90) days written notice to the other party. Upon the Municipality's receipt of a notice of termination from the Minister, the Municipality shall not make or commit any further expenditure of the Funding without the prior written consent of the Minister.

15. NOTICES:

All notices required or permitted to be given or submitted by one party to the other under this Agreement shall be deemed given or submitted to the other party if in writing and either personally delivered to the office of the addressee or sent by registered mail, postage prepaid, or sent by email transmission to the office of the addressee provided below:

For the Minister:

Executive Director, Civil Society and Community Initiatives
9920 108 St NW, Edmonton
css.fcadmin@gov.ab.ca

For the Municipality:

Chief Administrative Officer
Box 69, Kitscoty, Alberta T0B 2P0

cao@county24.com

The address of either party may be changed by notice in writing to the other party. Notice personally served or sent by email transmission shall be deemed received when actually delivered or transmitted if delivery or transmission is between 8:15 am to 4:30 pm in Alberta from Monday through Friday excluding holidays observed by the Minister (a "business day") or if not delivered on a business day on the next following business day. All notices sent by prepaid registered mail shall be deemed to be received on the fourth business day following mailing in any post office in Canada, except in the case of postal disruption, then any notice shall be given by email transmission or personally served.

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.

HIS MAJESTY THE KING IN RIGHT OF ALBERTA

as represented by the Minister of Seniors, Community and Social Services

Stephen Gauk
Executive Director of Civil Society and Community Initiatives

2022-12-01
Date

COUNTY OF VERMILION RIVER

Alan Parkin
Signature of Authorized Official
Chief Administrative Officer

2022-11-21
Date

SCHEDULE A

DESCRIPTION OF FCSS SERVICES

Grant Agreement Between

His Majesty the King in Right of Alberta

as represented by the Minister of Seniors, Community and Social Services and

COUNTY OF VERMILION RIVER

Term of Agreement: from **January 1, 2023** to **December 31, 2025**

Agreement Number: FCFA0001829

1. FCSS Services Information

1.1 Name of local FCSS program: COUNTY OF VERMILION RIVER

1.2 Address: Box 69, Kitscoty, Alberta T0B 2P0

1.3 Email: cao@county24.com

2. Description of FCSS Services

2.1 Purpose of Funding

Funding is intended to provide for the establishment, administration and operation of FCSS Services in accordance with the FCSS Act, FCSS Regulation and FCSS Program Policies.

2.2 Description of Grant Activities

The Municipality shall comply with the FCSS Act and FCSS Regulation in the establishment, administration and operation of the FCSS Services, which includes the following:

- The responsibilities of the Municipality as set out in section 2 of the FCSS Regulation;
- Service requirements as set out in section 2.1 of the FCSS Regulation; and
- Allowable and prohibited costs as set out in sections 3 and 4 of the FCSS Regulation.

The Municipality shall perform FCSS Services in accordance with the FCSS Program Policies.

In accordance with clause 2(b) of the Agreement, the Municipality shall perform FCSS Services in alignment with the following Provincial Prevention Priorities;

- Homelessness and housing insecurity

- Mental health and addictions
- Employment
- Family and sexual violence across the lifespan
- Aging well in community

In accordance with clause 2(b) of the Agreement, the Municipality shall perform FCSS Services in alignment with the following Provincial Prevention Strategies;

- Promote and encourage active engagement in the community
- Foster a sense of belonging
- Promote social inclusion
- Develop and maintain healthy relationships
- Enhance access to social supports; and
- Develop and strengthen skills that build resilience

2.3 Description of Outcomes & Performance Measurements

The Municipality shall collect non-identifying data and information as identified by the Minister. Such data shall be relevant to performance measures identified by the Minister. The Municipality shall include this data and information in the Municipality's annual report as described in clause 9(a) of the Agreement.

The Municipality shall report on the activities, outputs, outcomes and performance measures in its annual report and in accordance with any applicable FCSS Program Policies.

The Municipality's annual report shall be in a format determined by the Minister.

SCHEDULE B

FUNDING SCHEDULE

Grant Agreement Between

His Majesty the King in Right of Alberta

as represented by the Minister of Seniors, Community and Social Services

and

COUNTY OF VERMILION RIVER

Funding shall be paid to the Municipality in accordance with the following table:

Funding Schedule:

Year of Term	Release Date	Funding Amount
Year 1	January 1, 2023	\$59,614.25
	April 1, 2023	\$59,614.25
	July 1, 2023	\$59,614.25
	October 1, 2023	\$59,614.25
Year 2	January 1, 2024	\$59,614.25
	April 1, 2024	\$59,614.25
	July 1, 2024	\$59,614.25
	October 1, 2024	\$59,614.25

Year of Term	Release Date	Funding Amount
Year 3	January 1, 2025	\$59,614.25
	April 1, 2025	\$59,614.25
	July 1, 2025	\$59,614.25
	October 1, 2025	\$59,614.25