

**ALBERTA MUNICIPAL AFFAIRS
CONDITIONAL GRANT AGREEMENT
BETWEEN:**

HER MAJESTY THE QUEEN in right of Alberta as
represented by
The Minister of Municipal Affairs

(hereinafter called “the Minister”)
and

Northern Lights Library Board

(hereinafter called “the Library Board”)

PO Bag 8, 5615 48 St.

Elk Point, AB T0A 1A0

WHEREAS the Minister has agreed to make a one-time conditional grant in the amount of **EIGHTY THOUSAND THIRTY TWO DOLLARS (\$80,032)** (hereinafter called “**the Grant**”) pursuant to Schedule 8 of the Municipal Affairs Grants Regulation;

AND WHEREAS this amount (\$80,032) represents 50% of the 2018-2019 Indigenous population grant;

AND WHEREAS the LIBRARY BOARD and the Minister are entering into a Conditional Grant Agreement (hereinafter called “the Agreement”) governing the use and purpose of the Grant.

Preamble:

The Library Board agrees to offer library services to on-reserve and on-settlement populations that the Province is funding at the per capita level according to the 2016 Municipal Affairs Population List and Municipal Affairs Grants Regulation.

On-reserve and on-settlement library patrons will have access to municipal libraries that are managed by the Library Board and to all the services provided

by the Province through the Provincial Network of Public Library Service. Patrons will be treated by the Library Board as local residents and will need to acquire a home library card and will be subject to local/municipal card fees if applicable.

The parties agree as follows:

1. The Minister shall:
 - (a) subject to the provisions of the Agreement, pay the LIBRARY BOARD a conditional grant in the amount **EIGHTY THOUSAND THIRTY TWO DOLLARS (\$80,032)** to carry out the Project as set out in Schedule "A" (hereinafter called "**the Project**") as attached hereto and forming part of this Agreement;
 - (b) provide the Grant to the LIBRARY BOARD by a lump sum payment within three weeks of the Minister signing the Agreement
 - (c) have the right to conduct an evaluation or audit of the Project at any time; and
 - (d) have the right to publish and distribute any report submitted by the LIBRARY BOARD to the Minister on the Project.

2. The LIBRARY BOARD shall:
 - (a) carry out the Project as set out in Schedule "A" without material alteration;
 - (b) use the entire amount of the Grant for the purpose of carrying out the Project;
 - (c) carry out the Project and use the Grant, including any income earned thereon, by **March 31, 2020**.
 - (d) be responsible for any cost overruns incurred in carrying out the Project;
 - (e) notify and seek approval from Alberta Municipal Affairs in writing of any significant changes in the circumstances that may affect the Project timelines specified in sub-clause 2 (c) above;
 - (f) submit a final report to the Minister's satisfaction, within three months after the completion of the Project that provides a summary of the use of the Grant and outcomes resulting from grant funded activities.
 - (g) submit a project financial statement to the Minister within six months of the contract term to confirm that the Grant was used for the Project within the timeline specified in sub-clause 2(c) above;
 - (h) carry out the Project in accordance with all applicable laws, regulations and generally accepted standards;
 - (i) ensure that all personnel involved in the Project are suitably qualified; and
 - (j) refund any unexpended portion of the Grant and any amounts expended for purposes other than for those specified in the Agreement to the Minister of Treasury Board and Finance.

3. The LIBRARY BOARD represents and warrants to the Minister that the execution of the Agreement has been duly and validly authorized by the LIBRARY BOARD in accordance with all applicable laws.
4. If the LIBRARY BOARD does not meet all of its obligations under this Agreement, or uses the Grant for any unauthorized purpose, the Minister will notify the LIBRARY BOARD of such breach in writing and the LIBRARY BOARD will have 20 days to remedy such breach. If, in the opinion of the Minister, the LIBRARY BOARD does not remedy the breach, the Minister may terminate the Agreement without further notice to the LIBRARY BOARD and demand the immediate refund of the grant or such lesser amount as the Minister may determine, to the Minister of Treasury Board and Finance.
5. The Minister may terminate this agreement for any reason by notifying the LIBRARY BOARD in writing upon 60 days notice. Upon receipt of the notice of termination, the LIBRARY BOARD shall only use the Grant to pay reasonable wind-down costs and committed expenses related to the Project. Immediately upon termination of the Agreement, the LIBRARY BOARD shall refund to the Minister of Treasury Board and Finance any unexpended portion of the Grant and any amounts expended for purposes other than those specified in the Agreement.
6. This Agreement shall come into effect on the date that the Minister or his representative signs the Agreement.
7. This Agreement shall cease to be in effect on the date that the LIBRARY BOARD has met all provisions of the Agreement, unless terminated earlier by the Minister in accordance with the Agreement.
8. Amendments to this Agreement, including changes to Schedule "A" may be necessary from time to time and may be initiated by either the Minister or the LIBRARY BOARD in writing and shall be agreed upon by both parties.
9. The Minister and the LIBRARY BOARD acknowledge that the Freedom of Information and Protection of Privacy Act (FOIP) applies to the information generated, collected or provided under this Agreement, and will comply with its provisions.
10. The LIBRARY BOARD will indemnify and hold harmless the Minister, his employees, servants and agents against any claim, demand, action, suit or proceeding that may at any time be brought against the Minister, his employees, servants or agents arising out of the use of the Grant or the performance or non-performance of this Agreement.

The Agreement, including the attached Schedule "A" is the entire Agreement between the Minister and the LIBRARY BOARD with respect to the Grant from the Minister for the Project. There are no other agreements, representations, warranties, terms, conditions or commitments except as expressed in the Agreement.

11. The following clauses shall survive conclusion or termination of this Agreement:
 - a. FOIP – Clause 9
 - b. Indemnity – Clause 10, and
 - c. Entire Agreement – Clause 11

12. Any notice under this Agreement shall be deemed to be given to the other party if in writing and personally delivered, sent by prepaid registered mail, sent by facsimile transmission, or e-mailed to the addresses as follows:

The Minister:

c/o Director, Public Library Services Branch
#803 10405 Jasper Avenue
Edmonton, Alberta T5J 4R7
Fax: (780)415-8594
Email: diana.davidson@gov.ab.ca

Northern Lights Library Board

PO Bag 8, 5615 48 St.
Elk Point, AB T0A 1A0
Phone: 780.724.2596
Email: < director@nlls.ab.ca >

13. The rights, remedies, and privileges of the Minister under this Agreement are cumulative and any one or more may be exercised.

14. If any portion of this Agreement is deemed illegal or invalid, then that portion of the Agreement shall be deemed to have been severed from the remainder of the Agreement and the remainder of the Agreement shall be enforceable.

15. This Agreement is binding upon the parties and their successors. The parties agree that this Agreement will be governed by the laws of the Province of Alberta.

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

Her Majesty the Queen
In Right of the Province of
Alberta as Represented by
The Minister of Municipal Affairs

Witness (or Seal)

Per: _____
Assistant Deputy Minister

Date: _____

Northern Lights Library Board

Witness (or Seal)

Per: _____
CEO or Chair

Date: _____

**ALBERTA MUNICIPAL AFFAIRS
CONDITIONAL GRANT AGREEMENT**

**Schedule A
Project Description and budget**

Purpose:	
<p>The LIBRARY BOARD agrees to offer regional library system services to on-reserve and on-settlement populations that the Province is funding at the per capita level according to the 2016 Municipal Affairs Population List and Municipal Affairs Grants Regulation.</p> <p>On-reserve and on-settlement library patrons will have access to the three largest urban libraries and municipal libraries that are members of the regional library system and to all the services provided by the Province through the Provincial Network of Public Library Service. Patrons will be treated by the member municipal libraries as local residents and will be subject to local/municipal card fees if applicable.</p>	
Activity:	Costs
<ul style="list-style-type: none"> • Deliver regional library system service to on-reserve and on-settlement populations. • Co-ordinate delivery of library services with member libraries. • Continue to build and nurture relationships with Indigenous organizations, Tribal Councils and Settlement Councils. • Complete the online reporting tool, which will provide statistics on number of on-reserve and on-settlement library card holders. • Commit a staff member to attend a minimum of two working group meetings (hosted by PLSB) in 2019-20. • Include PLSB staff in budget plans for this grant. • Present PLSB “Best Practices” document to the public library board and report on any applications. • Contribute to research and documentation coordinated by PLSB. 	<p>\$80,032</p>
Total Grant	\$80,032