

THIS AGREEMENT dated _____, 20__

BETWEEN:

CITY OF LLOYDMINSTER

(the “City”)

OF THE FIRST PART

- and -

BORDER PAWS ANIMAL SHELTER SOCIETY

(“Recipient”)

OF THE SECOND PART

WHEREAS the Recipient has requested grant funding from the City for the purpose of delivering community programs and/or services within the City of Lloydminster;

AND WHEREAS the City has agreed to provide grant funding to the Recipient, subject to and on the terms and conditions set out in this Agreement;

NOW THEREFORE in consideration of the payment of the grant funding by the City to the Recipient and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. STATUS OF RECIPIENT

- 1.1. Representation and Warranty** – The Recipient represents and warrants that it is a non-profit organization as defined in s. 183(f) of *The Lloydminster Charter*, as amended or replaced from time to time.
- 1.2. Maintenance of Status** – The Recipient shall at all times during the term of this Agreement maintain its status as a non-profit organization in good standing in accordance with the applicable legislative and regulatory requirements, and otherwise comply with all applicable legislative and regulatory requirements with respect to its status, operations and activities.
- 1.3. Independent Entity** – The Recipient is an independent entity under this Agreement and nothing in this Agreement is to be construed as creating a relationship of employment, agency or partnership between the City and the Recipient.

2. THE GRANT

- 2.1. Grant Amount** – The City shall provide the Recipient with grant funding in the amount set out in Schedule “A” to this Agreement (the “Grant Funds”).
- 2.2. Use of Proceeds** – The Recipient shall use the Grant Funds solely for the purpose of delivering the community programs and/or services set out in Schedule “A” to this Agreement within the City of Lloydminster (the “Approved Programs”).
- 2.3. Timing of Grant** – The City will pay the Grant Funds to the Recipient in accordance with the schedule set out in Schedule “A” to this Agreement.
- 2.4. Conditions of Payment and Use** – Payment and use of the Grant Funds pursuant to this Agreement is conditional upon the City, acting reasonably, being and remaining satisfied that the Recipient is in compliance with all of its obligations under this Agreement, including the requirements set out in Schedule “A” to this Agreement and any additional terms and conditions set out therein.
- 2.5. Repayment of Grant** – The Recipient must repay all or any portion of the Grant Funds not used or accounted for in accordance with this Agreement to the City. On application by the Recipient the City may, in its sole and unfettered discretion, vary the purpose or terms and conditions of this Agreement in writing so as to allow the use of the remainder of the Grant Funds under the varied purpose or conditions.

3. REPORTS, RECORDS, AND MONITORING

- 3.1. Reporting** – The Recipient shall comply with the reporting requirements set out in Schedule “A” to this Agreement.
- 3.2. Approved Programs Records** – During the Term and for a period of three (3) years afterwards, the Recipient shall maintain or cause to be maintained full, accurate and complete records of the activities conducted in furtherance of, and the results achieved through the conduct of, the Approved Programs.
- 3.3. Financial Records** – During the Term and for a period of three (3) years afterwards, the Recipient shall keep full, accurate and complete records and books of account relating to the receipt and expenditure of the Grant Funds.
- 3.4. Audit** – The City or its authorized representative may, during the Term and for three (3) years afterwards, on reasonable notice to the Recipient audit or examine, and take copies and extracts of, the records and books of account maintained by the Recipient in accordance with sections 3.1 to 3.3. The cost of any special audit, examination or report shall be payable by the City, unless the audit, examination or report reveals material breaches of this Agreement or indicates that the records and books of account were inadequate to permit a determination of how the Grant Funds were used by the Recipient or what results

were achieved through the conduct of the Approved Programs, in which case the cost shall be borne by the Recipient.

- 3.5. Inspection** – The City is entitled, at reasonable times during the Term and on reasonable notice to the Recipient, to have its authorized representatives attend at the premises of the Recipient or at the place where the Approved Programs are being carried out, for the purpose of examining premises and files, documents and records, and any other assets pertinent to the Approved Programs in order to assess whether the Recipient is in compliance with the terms and conditions of this Agreement. The Recipient shall provide the authorized representatives with such assistance as may be reasonably required during such an inspection. This right of inspection is limited to the purpose of ascertaining whether this Agreement has been complied with, and the City shall not have any general right to obtain custody or copies of records in the custody of the Recipient.

4. CONFIDENTIALITY AND ACCESS TO INFORMATION

- 4.1. Confidentiality** – The Recipient shall keep and cause to be kept in strict confidence all Confidential Information and shall only disclose such Confidential Information with the prior written consent of the City. For the purposes of this Agreement, “Confidential Information” shall mean any information designated by the City as being confidential in writing, or which is disclosed in circumstances of confidence or would generally be understood by a person exercising reasonable business judgment to be confidential.
- 4.2. Access to Information** – The Recipient acknowledges that this Agreement, including the name of the Recipient, and the terms and conditions of this Agreement, may be subject to disclosure pursuant to the *Local Authority Freedom of Information and Protection of Privacy Act* (“LAFOIP”). The Recipient further acknowledges that LAFOIP applies to information obtained, relayed, generated, collected or provided to the City under this Agreement and that any information in the custody or under the control of the City may be disclosed.

5. INDEMNIFICATION AND INSURANCE

- 5.1. Indemnity** – The Recipient agrees to indemnify and hold harmless the City from any third party claims, demands, actions or costs (including legal costs on a solicitor and his own client full indemnity basis) arising from the Approved Programs or for which the Recipient is otherwise responsible, including those arising out of negligence or willful acts by the Recipient or its employees, directors, officers, contractors, agents or others for whom the Recipient is responsible at law.
- 5.2. General Liability Insurance** – The Recipient shall, at its own expense and without limiting its liabilities under this Agreement, insure its operations under a contract of General Liability Insurance in an amount of not less than

\$5,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use.

- 5.3. Evidence of Insurance** – The Recipient shall provide, on request, evidence of the insurance required under section 5.2 to the City, in a form and on terms and conditions satisfactory to the City.

6. TERMINATION AND NON-PERFORMANCE

- 6.1. Term** – The term of this Agreement shall commence on the date of execution of this Agreement and continue for the term set out in Schedule “A” to this Agreement (the “Term”).
- 6.2. Termination** – The City may terminate this Agreement without cause and without penalty on THIRTY (30) DAYS’ written notice to the Recipient.
- 6.3. Events of Default** – If the Recipient fails to proceed with the Approved Programs, is not carrying out the Approved Programs, alters the Approved Programs without the consent of the City, uses any part of the Grant Funds other than for the Approved Programs, or has otherwise breached any term or condition of this Agreement, the Recipient will be deemed to have committed an event of default and the City may give written notice to the Recipient referring to the breach and requiring the Recipient to remedy the breach within a reasonable time in the City’s sole discretion, as so stated in the notice.
- 6.4. Remedy** – If the City has given notice pursuant to section 6.3 and the Recipient has failed to commence to remedy the breach or the Recipient has failed to remedy the breach within the time specified in the notice, the City may do any one or more of the following:
- (a) withhold payment of all or any portion of the Grant Funds;
 - (b) demand repayment of all or any portion of the Grant Funds;
 - (c) suspend expenditure of the Grant Funds by the Recipient;
 - (d) require that the Grant Funds be used for other purposes approved by the City;
 - (e) terminate this Agreement; and
 - (f) pursue any remedy available to the City in law or equity.

7. CONFLICT OF INTEREST

- 7.1. Other Agreements** – The Recipient shall not enter into any other agreement with any other party, the requirements of which will conflict with the requirements of this Agreement, or which will or may result in its interest in any other agreement and this Agreement being in conflict.

8. COMMUNICATIONS

- 8.1. Funding Acknowledgement** – The Recipient shall acknowledge on materials relating to the Approved Programs that are printed, produced, or created by the Recipient (such as advertising, brochures, websites, and videos) that the Approved Programs were made possible by funding from the City, to the satisfaction of the City acting reasonably
- 8.2. Announcement** – The Recipient shall not make any public announcement or issue any press release regarding this Agreement, except in consultation with and the approval of the City as to the contents of the announcement or press release, which approval shall not be unreasonably withheld.
- 8.3. Notices** – Any notices, approvals, consents and other communication under this Agreement shall be in writing and will be effective when delivered in person, by mail, couriered or emailed to the following respective addresses:
- (a) if to the City:
Attention: Glenn Alford
Senior Manager, Public Safety
Phone: 780-875-6184 ext. 2205
Email: bylaw@lloydminster.ca
- (b) if to the Recipient:
Attention: Nicole Theriault, Executive Director
Phone: 780-875-2809
Email: nicole.borderpaws@gmail.com

Either party may change its contact information by giving written notice to the other in the above manner.

9. GENERAL PROVISIONS

- 9.1. Amendment** – This Agreement may be amended only if the amendment is made in writing and signed by a duly authorized representative of the City and the Recipient.
- 9.2. Waiver** – No waiver of any provision of this Agreement is effective unless made in writing, and any such waiver has effect only in respect of the particular provision or circumstance stated in the waiver. No representation by either of the Parties with respect to the performance of any obligation under this Agreement is capable of giving rise to an estoppel unless the representation is made in writing.
- 9.3. Additional Assurances** – The Parties agree, from time to time, to do all such acts and provide such further assurances and instruments as may reasonably be required in order to carry out the provisions of this Agreement according to their spirit and intent.

- 9.4. Assignment** – The Recipient may not assign this Agreement or any right or benefit under it. The Recipient may, however, contract with such parties as it sees fit for the purpose of carrying out the Approved Programs. No contract entered into by the Recipient shall relieve the Recipient from any of its obligations under this Agreement.
- 9.5. Severability** – The terms and conditions of this Agreement are severable to the extent that any one that may be contrary to the laws of Alberta shall be deemed to be modified to comply with those laws, but every other term and condition shall remain valid.
- 9.6. Compliance with Laws** – The Recipient shall comply with all statutes, regulations, orders, licenses and permits applicable to the Recipient in carrying out the Approved Programs.
- 9.7. Choice of Law** – This Agreement shall be governed by and in accordance with the laws of the Province of Alberta, and the parties irrevocably attorn to the jurisdiction of the Courts of the Province of Alberta.

The parties have therefore executed this Agreement, each by its duly authorized representative, as of the date at the beginning of this Agreement.

CITY OF LLOYDMINSTER

Per: _____
(corporate seal)

Per: _____

BORDER PAWS ANIMAL SHELTER SOCIETY

Per: _____
(corporate seal)

Per: _____

SCHEDULE "A"

(A) Term of Agreement

The Agreement shall be for a term of three (3) years, commencing on the date of execution of the Agreement.

(B) Amount of Grant

The total amount of Grant Funds payable by the City to the Recipient pursuant to the Agreement shall be two hundred and forty-three thousand five hundred seventy-seven (\$243,577) dollars.

(C) Payment Terms

The Grant Funds shall be payable in installments, payable as follows:

- i. The sum of seventy-nine thousand five hundred ninety (\$79,590) dollars, payable in equal monthly installments on or before the last day of each calendar month in 2024;
- ii. The sum of eighty-one thousand one hundred eighty-two (\$81,182) dollars, payable in equal monthly installments on or before the last day of each calendar month in 2025;
- iii. The sum of eighty-two thousand eight hundred five (\$82,805) dollars, payable in equal monthly installments on or before the last day of each calendar month in 2026.

(D) Description of Approved Program or Services

- i. The Recipient shall provide shelter and care for animals within Lloydminster and area.

(E) Reporting Requirements

- i. Annually, prior to the last Monday of January, the Recipient shall submit a report to the City of Lloydminster including but not limited to the following:
 - a. Animal Intakes;
 - b. Animal Outcomes;
- ii. Annually the Recipient shall submit an annual audited financial statement to the City of Lloydminster.