

2018 Improvement District 349 Regional Collaboration Fund

CONDITIONAL GRANT AGREEMENT

BETWEEN:

HER MAJESTY THE QUEEN in Right of the Province of Alberta as
represented by the Minister of Municipal Affairs
(hereinafter called "**the Minister**")

AND THE

CITY OF COLD LAKE in the Province of Alberta
(hereinafter called "**the Grant Recipient**")

WHEREAS the Minister has approved the Grant Recipient's grant application and has agreed to make a one-time conditional grant in the amount of **ONE MILLION DOLLARS (\$1,000,000)**, (hereinafter called "the Grant") to the Grant Recipient;

WHEREAS the Grant is provided as the allocation from the 2018 Improvement District 349 (ID 349) Regional Collaboration Fund;

AND WHEREAS the Grant Recipient and the Minister are entering into a Conditional Grant Agreement (hereinafter called "the Agreement") governing the use and purpose of the Grant.

Preamble:

The purpose of the grant is to use annual property tax revenues generated by ID 349 to fund collaborative regional municipal projects.

The parties agree as follows:

1. The Minister shall:
 - (a) subject to the provisions of the Agreement, pay the Grant Recipient a one-time conditional grant in the amount of **ONE MILLION DOLLARS (\$1,000,000)**, to carry out the activities set out in Schedule "A" (hereinafter called "the Project") as attached hereto and forming an integral part of this Agreement;
 - (b) provide the Grant to the Grant Recipient by a lump sum payment within one month 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 Grant Recipient, to the Minister, on the Project.

2. The Grant Recipient 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) complete the Project and use the Grant, by December 31, 2019;
 - (d) notify and seek approval from Municipal Affairs in writing of any significant changes in circumstances that may affect the project timelines specified in sub-clause 2(e) above, or the implementation of the Project as described in Schedule "A";
 - (e) be responsible for any cost over-runs incurred in carrying out the Project;
 - (f) submit a final Statement of Funding and Expenditures (SFE) form to the satisfaction of the Minister within 60 days after the Project completion date outlined in 2(e) above, or sooner if the project is completed prior to the Project completion;
 - (g) carry out the Project in accordance with all applicable laws, regulations and generally accepted standards;
 - (h) ensure that all resource personnel involved in the Project are suitably qualified; and
 - (i) refund any unexpended portion of the Grant and any amounts expended for purposes other than for those specified in this Agreement to the Government of Alberta.
3. The Grant Recipient represents and warrants to the Minister that:
 - (a) the execution of the Agreement has been duly and validly authorized by the Grant Recipient in accordance with all applicable laws and
 - (b) in accordance with this Agreement, it will provide all the required Project administration, compliance reporting, and documentation, as required.
4. If the Grant Recipient does not meet all of its obligations under this Agreement, or uses the Grant for any unauthorized purpose, the Minister will notify the Grant Recipient of such breach in writing and the Grant Recipient will have 30 days to remedy such breach. If, in the opinion of the Minister, the Grant Recipient does not remedy the breach, the Minister may terminate the Agreement without further notice to the Grant Recipient and demand the immediate refund of the Grant, or such lesser amount as the Minister may determine, to the Government of Alberta.
5. The Minister may terminate this Agreement for any reason by notifying the Grant Recipient in writing upon 60 days' notice. Upon receipt of the notice of termination, the Grant Recipient 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 Grant Recipient shall refund to the Government of Alberta any unexpended portion of the Grant and any amounts expended for purposes other than those specified in this Agreement.
6. This Agreement shall come into effect on the date that the Minister or his representative signs the Agreement.
7. This Agreement shall expire on the date that the Grant Recipient has met all provisions of this Agreement, unless terminated earlier by the Minister in accordance with this 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 Grant Recipient in writing and shall be agreed upon by both parties.
9. The Minister and the Grant Recipient acknowledge that the *Freedom of Information and Protection of Privacy Act* (FOIP) applies to all information generated, collected or provided under this Agreement, and will comply with its provisions.
10. The Grant Recipient agrees to indemnify and hold harmless the Minister, his employees, and agents from any and all actions, claims, demands and costs whatsoever, arising directly or

indirectly, out of any act or omission of the Grant Recipient or its employees or agents, with respect to carrying out the purposes of this Agreement.

11. The Agreement, including the attached Schedule "A", is the entire agreement between the Minister and the Grant Recipient 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 this Agreement.

12. 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.

13. 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, or e-mailed to the addresses as follows:

The Minister

c/o Travis Nosko, Improvement District Manager
Municipal Affairs
17th Floor Commerce Place
10155 - 102 Street
Edmonton AB T5J 4L4
Email: id349@gov.ab.ca

The Grant Recipient

c/o Kevin Nagoya, Chief Administrative Officer
City of Cold Lake
5513 – 48 Avenue
Cold Lake AB T9M 1A1
Email: knagoya@coldlake.com

14. The rights, remedies, and privileges of the Minister under this Agreement are cumulative and any one or more may be exercised.
15. If any portion of this Agreement is deemed to be 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.
16. This Agreement is binding upon the parties and their successors.
17. 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 SIGNATURE

Per: _____
Assistant Deputy Minister

Date: _____

CITY OF COLD LAKE

WITNESS SIGNATURE

Per: _____
CHIEF ELECTED OFFICIAL SIGNATURE

PRINT NAME AND TITLE

PRINT NAME AND TITLE

Date: _____

WITNESS SIGNATURE

Per: _____
DULY AUTHORIZED SIGNING OFFICER SIGNATURE

PRINT NAME AND TITLE

PRINT NAME AND TITLE

Date: _____

2018 ID 349 Regional Collaboration Fund

**CONDITIONAL GRANT AGREEMENT
SCHEDULE "A"**

Insert excel spreadsheet "ID No. 349 Regional Fund Project Application"