

CONDITIONAL GRANT AGREEMENT

2018/2019 FIRE SERVICES TRAINING PROGRAM

BETWEEN: HER MAJESTY THE QUEEN in Right of the Province of Alberta as represented by the Minister of Municipal Affairs ("the Minister")

and

City of Cold Lake

whose address is

5021 55 Street

Cold Lake, Alberta T9M 1W2

("the Municipality")

WHEREAS the Municipality plans to participate in or undertake a project to enhance the delivery of fire services training throughout the province and has applied to the Minister for a conditional grant in order to obtain financial assistance to carry out the project.

AND WHEREAS subject to clause 1 (a) of this Agreement, the Minister has approved the Municipality's application and has agreed to make a conditional grant to the Municipality pursuant to the Municipal Affairs Grants Regulation.

The parties agree as follows:

1. The Minister shall:

(a) subject to the provisions of this Agreement, pay the Municipality a one-time conditional grant of Twenty-six thousand seven hundred fifty-eight DOLLARS (\$26,758.00) (the "Grant") in order to carry out a project under the 2018/2019 Fire Services Training Program. The following 13 courses were approved for funding:

- NFPA 472 Awareness – Evaluation and Level Exam
- NFPA 472 Operations – Evaluation and Level Exam
- NFPA 1001 Level 1 - Evaluation and Level Exam
- NFPA 1001 Level 2 - Evaluation and Level Exam
- NFPA 1021 Level 1 – Fire Officer Communications and Background Knowledge
- NFPA 1021 Level 1 – Introduction to Basic Supervisor Functions
- NFPA 1021 Level 1 – Safety Regulations and Basic Investigation
- NFPA 1021 Level 1 – Single-Unit Incident Management
- NFPA 1021 Level 2 – Legal Aspects and Evaluations Performance
- NFPA 1021 Level 2 – Administrative Functions and Fire Investigation
- NFPA 1021 Level 2 – Multi-unit Incident Management
- NFPA 1041 Level 1 – Fire Service Instructor Level 1
- NFPA 1051 Level 1 – Wildland Firefighter

These courses constitute the Project for the purposes of this Agreement ("the Project");

(b) provide the Grant by lump sum payment to the Municipality after receipt of two signed copies of this 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 Municipality to the Minister on the Project.
2. The Municipality shall:
- (a) carry out the Project without material alteration, as set out in the Grant Application, attached as Schedule "A" and forming part of this Agreement;
 - (b) complete the Project and use the Grant by May 31, 2020;
 - (c) use the entire amount of the Grant for the purpose of carrying out the Project;
 - (d) pay any additional costs required to complete the Project if the total costs exceed the Grant;
 - (e) not use any part of the Grant to pay for training carried out or materials obtained before this Agreement came into effect;
 - (f) only use the allocated amounts for the purpose of carrying out the specific components identified in 1(a) above;
 - (g) submit Reporting Documents to the Minister by June 30, 2020 after completion of the Project to certify that the funds were used for the Project and within the time limit specified in 2(b);
 - (h) conduct the Project in accordance with all applicable laws and regulations, and where applicable, the training standards of the National Fire Protection Association;
 - (i) ensure that all personnel involved with the Project are suitably qualified; and
 - (j) repay the Government of Alberta all or any portions of the Grant demanded by the Minister in the event of any noncompliance with this Agreement by the Municipality, or if the eligible costs of the Project are less than the amount of the Grant.
3. The Municipality represents and warrants to the Minister that the execution of this Agreement has been duly and validly authorized by the Municipality in accordance with all applicable laws.
4. If the Municipality does not meet all of its obligations under this Agreement, or uses the Grant or any portion of it for any unauthorized purpose, the Minister will notify the Municipality of such breach in writing and the Municipality will have 20 days to remedy such breach. If, in the opinion of the Minister, the Municipality does not remedy the breach, the Minister may terminate the Agreement without further notice to the Municipality and demand the immediate return 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 Municipality in writing upon 60 days notice. Upon receipt of the notice of termination, the Municipality shall only use the Grant to pay reasonable wind-down costs and committed expenses related to the Project. Immediately upon termination of this Agreement, the Municipality 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. (a) This Agreement shall come into effect on the date that the Minister or his representative signs this Agreement.
- (b) This Agreement shall cease to be in effect on the date that all provisions of this Agreement have been met by the Municipality, unless terminated earlier by the Minister in accordance with this Agreement.
7. 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 Municipality in writing and shall be agreed upon by both parties.

8. The Minister and the Municipality 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.
9. The Municipality 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.
10. This Agreement, including Schedule "A" is the entire agreement between the Minister and the Municipality with respect to the Grant from the Minister for this Project. There are no other agreements, representations, warranties, terms, conditions or commitments except as expressed in this Agreement.
11. The following clauses shall survive conclusion or termination of this Agreement:
 - a) FOIP – Clause 8;
 - b) Indemnity – Clause 9; and
 - c) Entire Agreement – Clause 10.
12. This Agreement shall not be assigned without the express written consent of the Minister.
13. The rights, remedies and privileges of the Minister under this Agreement are cumulative and any one or more may be exercised.
14. 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 emailed to the addresses as follows:

The Minister

c/o Grants Coordinator
Public Safety Division
Alberta Municipal Affairs
16th Floor Commerce Place
10155 – 102 Street
Edmonton, Alberta T5J 4L4

Fax: 780-427-2538

Email: firecomm@gov.ab.ca

The Municipality

Municipality	City of Cold Lake
Name	
Address (Street)	5021 55 Street
City/Province/Postal Code)	Cold Lake, Alberta T9M 1W2
Fax:	780-594-2390
Email:	hmckay@coldlake.com

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

17. If any portion of this Agreement is deemed to be illegal or invalid, then that portion shall be deemed to have been severed from the remainder of this Agreement and the remainder of this Agreement shall be enforceable.
18. In the event of any conflict between the terms of this Agreement, the conflict shall be resolved according to the following order of priority: the Clauses of this Agreement and Schedule "A".

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

Signature of Minister of Municipal
Affairs or
His Representative

Date

Signature of Witness (or Seal)

Municipality

Signature of Chief Elected Official

Date

Signature of Witness (or Seal)

Signature of Duly Authorized Signing
Officer

Date

Signature of Witness (or Seal)

SCHEDULE "A"

2018/19 Fire Services Training Program Grant Application