

Memorandum of Agreement

Between

Alberta Transportation

and

City of Cold Lake

For the

GreenTRIP

and

**Public Transit Infrastructure Fund
Project**

Transit Core Fleet Replacement

MEMORANDUM OF AGREEMENT made as of the _____ of _____, 2017

BETWEEN:

HER MAJESTY THE QUEEN,

in right of Alberta, as represented by Alberta Transportation
("Alberta")

-and-

The City of Cold Lake

in the Province of Alberta (the "Municipality")

WHEREAS, the Municipality has proposed the **Transit Core Fleet Replacement** project set out in **Appendix "A"** (the "Project"); and

WHEREAS, the Project have been approved for a federal contribution by Her Majesty the Queen in Right of Canada, as represented by the Minister of Infrastructure, Communities and Intergovernmental Affairs ("Canada"); and

WHEREAS, Canada is responsible for the Program entitled the Public Transit Infrastructure Fund (hereafter "PTIF") and wishes to provide financial support for approved public transit projects in the Province; and

WHEREAS, Alberta has introduced the Green Transit Incentives Program (hereafter "GreenTRIP") to support the provincial public transportation initiatives that contribute towards environmental benefits such as increased use of public transit, reduction of roadway congestion, greenhouse gas emission reductions, and other socio-economic benefits; and

WHEREAS, Alberta agrees this Project is beneficial to both the Municipality, and within the intents of PTIF and GreenTRIP; and

WHEREAS, under the *Government Organization Act R.S.A. 2000 Chapter G-10, section 13*, and the Regulations passed pursuant to the Act, Alberta may enter into grant agreements; and

WHEREAS Alberta and Canada have agreed to contribute funding to be used only for the Eligible Expenditures incurred on the Project.

WHEREAS pursuant to this Agreement Alberta will contribute on behalf of itself and Canada a cost sharing grant up to a maximum of **One Million Dollars (\$1,000,000)**, which is comprised of Alberta's contribution of **Sixty-Six and Two-Thirds Percent (66²/₃%)** of the estimated Eligible Expenditures incurred by the Municipality for the Project approved under GreenTRIP and Canada's contribution of **Seventeen decimal Four (17.4%)** of the estimated Eligible Expenditures incurred by the Municipality for the Project approved under PTIF, and the Municipality will accept and use these funds in accordance with the terms and conditions contained in this Agreement;

WHEREAS these funds are to be used by the Municipality as Canada and Alberta's portion of the Eligible Expenditures incurred on the Project submitted by the Municipality and accepted by Alberta; and

NOW THEREFORE in consideration of the mutual terms and conditions hereinafter specified, Alberta and the Municipality agree as follows:

1. In addition to the terms and conditions defined in the recitals and elsewhere in this Agreement, a capitalized term has the meaning given to it in this section.

"Agreement" means this funding agreement including the recitals and all its appendices, as may be amended from time to time.

"Agreement End Date" means **March 31, 2020**.

"Asset" means any real or personal property or immovable or movable asset, acquired, constructed, purchased, rehabilitated or improved, in whole or in part, with funds provided under the terms and conditions of this Agreement.

"Communications Activities" include, but are not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials.

"Effective Date" means the date filled in by Alberta on the first page of this Agreement.

"Eligible Expenditures" mean those costs of a Project incurred and eligible for payment as set out in **Appendix "B"**.

"Fiscal Year" means the period beginning April 1 of a year and ending March 31 the following year.

"Joint Communications" are events, news releases, and signage that relate to the promotion of the PTIF program and/or the Project and are collaboratively developed and approved by Canada, Alberta and the Municipality, and are not operational in nature.

"Oversight Committee" means the committee established by Alberta and Canada to monitor the bilateral agreement between Alberta and Canada for the PTIF and who may recommend amendments to the bilateral agreement which may affect this Agreement.

"Project Incrementality" means a Project that would not otherwise have been undertaken in **2016-17** or **2017-18** and/or a Project that would not have been undertaken without federal funding.

"Project Complete" means the point when a Project can be used for the purpose for which it was intended, all required reports have been received by Alberta from the Municipality and submitted by Alberta to Canada and final payment under the PTIF has been made.

"Total Project Costs" means total Project funding from all sources, including funding from federal, provincial, territorial, and municipal sources, private sources and in-kind contributions.

2. Alberta agrees to provide on behalf of itself and Canada a cost-sharing grant up to a maximum of **One Million Dollars (\$1,000,000)**, which is comprised of Alberta's GreenTRIP contribution of **Sixty-Six and Two-Thirds Percent (66²/₃%)** of the estimated Eligible Expenditures incurred by the Municipality for the Project and Canada's PTIF contribution of **Seventeen decimal Four (17.4%)** of the estimated Eligible Expenditures incurred by the Municipality for the Project, and the Municipality will accept and use these funds in accordance with the terms and conditions contained in the Agreement.
3. In the event that the Eligible Expenditures incurred for the Project exceed the maximum amount indicated in **Section 2**, the Municipality is fully responsible for the full amount of any increase to these costs, and there will be no additional shared costs from Alberta or Canada in the case of cost overruns.
4. The Municipality shall perform the activities related to the Municipality's submitted Project proposal, which is further outlined in **Appendix "A"**.
5. The Municipality will comply with all applicable laws and regulations including environmental laws and obligations to consult and, where appropriate, accommodate Aboriginal groups (also referred to as Indigenous Peoples) in the performance of the Project activities. This includes, but is not limited to, the *Agreement on Internal Trade (AIT)*, and the *New West Partnership Trade Agreement (NWPTA)*.
6. The Municipality acknowledges and agrees that payments under this Agreement are subject to the following:
 - a) the appropriation of funds by the Legislature sufficient to provide Alberta's share of the funding under this Agreement;
 - b) the appropriation of funds by Parliament of Canada sufficient to provide the Canada's share of the funding under this Agreement; which shall be allocated at the sole discretion of Alberta;

- c) the Municipality ensuring the progress and completion of the Project and providing timely submissions of proof of progress in accordance with **Appendix “C”**;
- d) the Municipality claiming Eligible Expenses incurred in a diligent and a timely manner and submitting all information and proof to support the claims as requested by Alberta;
- e) that the Project continues to meet the definition for Project Incrementality;
- f) Canada’s share of the funding is not intended to replace or displace existing sources of funding for the Municipality’s expenditures on the Project so the Municipality is required to attest that expenditures on the Project result in incremental spending;
- g) if the Municipality wants to make any changes or modifications to the Project the Municipality must make a request to Alberta and provide all information as set out in Appendix C and any additional information Alberta or Canada or both requires and the Municipality cannot proceed with the changes or modification to the Project until the Municipality receives approval from Alberta or Canada or both;
- h) Alberta shall pay Alberta’s GreenTRIP contribution to the Municipality in a timely manner upon receipt and approval of the Municipality’s semi-annual request for payment. Such semi-annual requests are to be provided to Alberta by February 1 and August 1 of each year during the term of this Agreement;
- i) Upon receipt of proof of Eligible Expenditures incurred and reporting from the Municipality Alberta shall request Canada’s contribution on the Municipality’s behalf; this request shall be based on the Municipality’s semi-annual request for payment. Payment of Canada’s contribution will be in accordance with subsection 6(t);
- j) Canada may retain up to ten percent (10%) of its contribution. Any amount retained by Canada will be released by Canada to Alberta when all obligations under this Agreement are fulfilled. When this amount is received by Alberta, Alberta shall pay the Municipality the amount in a timely manner;
- k) Neither Canada nor Alberta will pay interest for failing to make a payment under this Agreement;
- l) Canada will not pay Alberta any amount to Alberta for this Project until:
 - a. the requirements for Environmental Assessment and Consultations with Aboriginal Groups (also referred to as Indigenous Peoples), if applicable, are, in Canada's opinion, satisfied to the extent possible at the date the claim is submitted to Canada; and
 - b. all reports as required under **Appendix C (Reporting)** are received from Alberta and accepted by Canada;
- m) Canada will make payments to Alberta no later than **March 31** of the year following the Fiscal Year in which the Eligible Expenditures were incurred;

- n) Canada will make the final payment under PTIF to Alberta no later than **October 31, 2019** so all Eligible Expenditures must be incurred and final reporting sent by Alberta and received by Canada by **October 1, 2019**;
 - o) the Municipality shall submit a semi-annual summary of expenditures and Eligible Expenditures in a format satisfactory to Alberta;
 - p) Each semi-annual request for a payment will include an attestation in a format acceptable to Alberta, signed by a delegated senior financial official, that Eligible Expenditures have been incurred and that expenditures on the Project result in incremental spending;
 - q) the allocation of the funding shall be set at the sole discretion of Alberta;
 - r) timely submission of reports in accordance with the **GreenTRIP Guidelines, Appendix "C" and Section 13**;
 - s) the latest completion date for work undertaken under this Agreement is **March 31, 2018**, unless written approval is received by Alberta and Canada for an extension; and
 - t) Alberta paying Canada's contribution to the Municipality for the Project is subject to the provisions of this Contract being met, including but not limited to this Section 6, and Alberta receiving payment from Canada. When Canada's contribution is received by Alberta, Alberta shall pay the Municipality in a timely manner;
7. The Municipality accepts the funds granted conditionally by Alberta on the following additional terms and conditions:
- a) Alberta will conduct audits as required under the audit plans approved by the Oversight Committee. The audit plan will cover the term of the Bilateral Agreement and up to two years after the Bilateral Agreement end date.
 - b) Alberta will conduct audits and provide Canada with all relevant audit reports and will require that prompt and timely corrective action is taken in response to any audit findings and recommendations conducted in accordance with the Bilateral Agreement. Alberta will submit to Canada in a timely manner, a report on follow-up actions taken to address recommendations and results of the audit.
 - c) Canada reserves the right to undertake any audit in relation to the Bilateral Agreement and the PTIF funds at its expense. The timing and scope of such audits will be determined in collaboration with Alberta via the Oversight Committee and will be carried out by external independent auditors. In the event where Canada does undertake an audit, it will provide Alberta reasonable notice.

- d) The Municipality must maintain proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers, in respect of a Project for at least six (6) years after the termination of this Agreement and will provide Alberta and its designated representatives with copies or reasonable and timely access to documentation for the purposes of audit and ensuring compliance with this Agreement and to take copies and extracts of them.
 - e) All accounting terms will have the meanings assigned to them, all calculations will be made and all financial data to be submitted will be prepared, in accordance with the Public Sector Accounting Standards in effect in Canada.
 - f) The Municipality agrees to provide to the Minister, on an annual basis, a report on the continuing benefits and comparison to stated project benefits originally developed for this project, for a period of ten (10) years after completion of the Project.
8. The Municipality shall use the funds paid to it under this Agreement only for the purposes and expenditures of the Project as described in **Appendix "A" and "B"**, and the Municipality shall not use the funds for any other purpose or vary the budget allocation of the Project without the prior written consent of Alberta's Representative.
9. The Municipality agrees it is not entitled to claim compensation for its costs, expenses, inconvenience or time expended in relation to the administration of the funds advanced conditionally under this Agreement nor in respect to this Agreement.
10. The Municipality acknowledges that this Agreement and all reports and other records submitted to Alberta will be subject to the access and disclosure provisions of the Freedom of Information and Protection of Privacy Act and that Alberta may provide copies of these to Canada and these may be disclosed if Canada receives an access request under the Federal Privacy Laws.
11. Subject to any applicable laws, the Municipality shall allow Alberta or Canada access to or provide copies to Alberta or Canada of any data or information acquired, collected or produced under this Agreement.
12. The Municipality shall provide to Alberta and Alberta may provide to Canada the following information:
- a) a description of the accomplishments made relative to the goals as identified in **Appendix C** ; and
 - b) other information as required by Canada.

13. For federal funding contributions under PTIF, the Municipality must submit to Alberta within six (6) months of completion of the Project or on or before **September 1, 2019**, whichever is the earlier:
- a) a final project report, and a final outcomes report both as set out in **Appendix C**; and
 - b) the final accounting for the Project.

Following the submission of the Municipality's final accounting for the Project as set out in Section 13, Alberta will pay the Municipality the remaining funds, if any, of Alberta's contribution towards the Eligible Expenditures as set out in Section 2. This amount will be paid promptly upon the review and approval of final accounting.

14. Unless otherwise agreed to by the Alberta and Canada, the Municipality must retain title to and ownership of an Asset and operate the Project after the Agreement End Date. If the Municipality sells, leases, encumbers, or otherwise disposes of, directly or indirectly, any Asset purchased, acquired, constructed, rehabilitated or renovated, in whole or in part, under this Agreement
- a) at any time within five (5) years from the Agreement End Date for a Project, Municipality, other than to Canada, Alberta, a local government, or with Canada's consent, the Municipality may be required to reimburse Canada, via Alberta, any PTIF funds provided by Canada via Alberta for the Project; and
 - b) at any time within ten (10) years from the date of completion of the Project, other than to Alberta or a Crown corporation of Alberta, the Municipality shall repay Alberta on demand, a proportionate amount of the GreenTRIP funds contributed under this Agreement, as follows:
 - i) Within 2 Years after Project completion – 100% of funds contributed;
 - ii) Between 2 and 5 Years after Project completion – 55% of funds contributed; or
 - iii) Between 5 and 10 Years after Project completion – 10% of funds contributed.
15. The Municipality agrees to participate in public communications activities, including public announcements, official Project openings, the placement of Project cost-sharing signs, Project or recognition plaques, or other such activities as requested by Alberta or Canada and must comply with the Communications Protocol attached as **Appendix "D"**.
16. Projects shall be undertaken fully in accordance with the *Highways Development and Protection Act, R.S.A. 2004, Chapter H-8.5*, and the Regulations passed pursuant to the Act, including any amendments to both which may be made from time to time, and in accordance with Alberta from time to time.
17. In the event the Municipality breaches any provision of this Agreement, the Municipality must repay all or a portion of the payments made to the Municipality by Alberta for Alberta's or Canada's contribution under this Agreement.

18. The Municipality will at all times indemnify and save harmless Canada and Alberta, their respective officers, servants, employees or agents, from and against all actions, whether in contract, tort or otherwise, claims and demands, losses, costs, damages, suits or other proceedings by whomsoever brought or prosecuted in any manner based upon or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by, in connection with or arising directly or indirectly from this Agreement, or the Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings relate to the negligence or breach of the Agreement by an officer, servant, employee or agent of Alberta in the performance of his or her duties.
19. The Municipality shall allow Canada, Alberta and/or their agents or representatives, access to the following:
- a) Project site;
 - b) any engineering drawings or documents pertaining to the Project;
 - c) any books of accounts relating to expenditures claimed under this Agreement; and
 - d) any other such Project related documents as deemed necessary by Alberta or Canada in performing an audit of the Projects undertaken under this Agreement.

The Municipality must keep the materials identified in **Section 19(b), (c) and (d) for a minimum of six (6) years after the Agreement End Date.**

20. Any notice, demand, or other document required or permitted to be given under the terms of this Agreement, shall be sufficiently given to the party to whom it is addressed, if delivered or forwarded by registered mail to:

Michael Botros
Executive Director
Delivery Services Division
Alberta Transportation
2nd Floor, 4999-98 Avenue
Edmonton, Alberta T6B 2X3

Concurrently with a copy to: Barry Pape
Team Lead, Water/Wastewater & Grants
Alberta Transportation
2nd. Floor, 4999-98 Avenue
Edmonton, Alberta T6B 2X3

Or to the Municipality at: Mayor
City of Cold Lake
5513 – 48 Avenue
Cold Lake, AB T9M 1A1

21. The relationship of Alberta to the Municipality is Alberta contributing funding on its and Canada's behalf towards the Municipality's Eligible Expenditures. Nothing in this Agreement makes, or shall be construed to make, the Municipality or any of its employees, agents or volunteers an agent of Alberta. Nothing in this Agreement creates, or shall be construed to create an employer-employee relationship, a joint venture, or a partnership between Alberta and the Municipality or any of its employees, agents or volunteers.

The Parties acknowledge that Canada's role in the Project is limited to making a financial contribution to Alberta for the Project and that Canada will have no involvement in the implementation of the Project or its operation. Canada is neither a decision-maker nor an administrator to the Project.

22. Alberta and the Municipality shall both:
 - a) ensure that their employees comply with the provisions of this Agreement; and
 - b) contract with their agents to comply with this Agreement.
23. Each party will perform the acts, execute and deliver the writings, do all such things and give the assurances necessary to give full effect to this Agreement.
24. The Municipality shall not assign, transfer or dispose of this Agreement or any of the rights and privileges conferred hereby without first obtaining the written consent of Alberta. Any attempt by the Municipality to assign any of the rights, duties or obligations of this Agreement without Alberta's express written consent is void.
25. The rights, remedies and privileges of Alberta under this Agreement are cumulative and any one or more may be exercised.
26. No waiver of any breach of a covenant or provision of this Agreement shall take effect or be binding upon a party unless it is expressed in writing. A waiver by a party of any breach shall not limit or affect that party's rights with respect to any other or future breach.
27. The parties shall not change this Agreement except by mutual consent and by written agreement.
28. This Agreement shall be interpreted and applied according to the laws in force, in the Province of Alberta.
29. In this Agreement, words in the singular include the plural and words in the plural include the singular.
30. This Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original but all of which taken together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile transmission sent to any party hereto or their counsel.

31. This Agreement shall endure to the benefit of and be binding to the parties hereto and their successors and assigns.
32. This Agreement embodies the entire Agreement between Alberta and the Municipality. All documents, negotiations, provisions, undertakings or agreements concerning the subject of this Agreement become null and void from the Effective Date of this Agreement. No representation or warranty express, implied or otherwise, is made by Alberta to the Municipality, except as expressly set out in this Agreement.
33. The Parties' rights and obligations, which by their nature, extend beyond the termination of this Agreement, will survive any termination of this Agreement.
34. If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between the Parties is found to be or becomes invalid or unenforceable, in whole or in part, and if both Parties agree, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties hereto as of the date first above written.

SIGNED ON BEHALF OF

Alberta Transportation

SIGNED ON BEHALF OF

City of Cold Lake
As represented by the Mayor:

Authorized Department Official

Mayor

Witness

Witness

Date Signed

Date Signed

Appendix “A”

The following is a list of eligible project(s) to be undertaken under this Agreement.

The list is deemed to include all related items necessary for the purchase, design, construction, and commissioning of projects approved under the terms of this Agreement, subject to the conditions as outlined in Appendix B.

- **Transit Core Fleet Replacement**
 - Purchase two (2) low floor diesel buses to replace existing buses.

Appendix “B”

1. **Eligible Expenditures for payment by Canada and Alberta under the GreenTRIP and PTIF.**

Eligible Expenditures include the following:

- a) All costs considered by Canada to be direct and necessary for the successful implementation of an approved eligible project, excluding those identified below under section 2 – Ineligible Costs;
- b) Costs of consultation, and if appropriate, accommodation with Aboriginal groups (also referred to as “Indigenous Peoples”);
- c) Costs incurred between **April 1, 2016** and **March 31, 2018** except where Canada has approved a Project completion date beyond **March 31, 2018**. For those projects only, costs incurred between **April 1, 2016** and **March 31, 2019**;
- d) Costs of construction, engineering and design activities carried out in-house by the Municipality are eligible for PTIF but are not eligible for GreenTRIP.

2. **Ineligible costs for Payment by Canada and Alberta under the GreenTRIP and PTIF**

Ineligible Costs include the following:

- a) Costs incurred prior to **April 1, 2016** and costs incurred after **March 31, 2018** except where Canada has approved a Project completion date beyond **March 31, 2018**. For those projects only, costs incurred prior to **April 1, 2016** and after **March 31, 2019**;
- b) Costs incurred for cancelled Projects;
- c) Land acquisition ; leasing land, buildings and other facilities; leasing equipment other than equipment directly related to the construction of the project; real estate fees and related costs(unless expressly approved as part of the GreenTRIP application and then it is only an Eligible Expenditure for GreenTRIP);
- d) Financing charges, legal fees and loan interest payments, including those related to easements (e.g. surveys);
- e) Any goods and services costs which are received through donations or in kind;
- f) Provincial sales tax and Goods and Services Tax/Harmonized Sales Tax, for which the Municipality is eligible for a rebate, and any other costs eligible for rebates; and
- g) Costs associated with operating expenses and regularly scheduled maintenance work.

Appendix “C”

Reporting

1. Project Progress Report

On a semi-annual basis, the Municipality will provide to Alberta and Alberta will provide to Canada a progress report that will include the following information:

Project Information			
Funding Program	GreenTRIP and PTIF		
Unique Project Id (Grant No.)	<u>GreenTRIP Gr. No.</u>	<u>PTIF Gr. No.</u>	<u>Federal ID</u>
	705005	705413	AB068
Ultimate Recipient Legal Name	City of Cold Lake		
Project Title	Transit Core Fleet Replacement		
Project Description	<ul style="list-style-type: none"> • Purchase two (2) low-floor diesel buses to replace existing buses. 		
Financial Information			
Total Project Cost	\$1,000,000.00		
Total Eligible Cost	\$1,000,000.00		
Eligible Expenditures			
Program Contribution	\$174,000.00		
Provincial Contribution	\$666,700.00		
Municipal Contribution	\$159,300.00		
Other Contribution <small>(Must include details on any other sources of Federal Funding)</small>	\$		

Progress Information	
Federal Signage Installed	Y/N
Forecasted Start Date	2017-01-01
Forecasted End Date	2017-10-01
Actual Start Date	
Actual End Date	
Project Complete	Y/N
Progress Status Note	
Risk Assessment	
Risk Factors	
Mitigation Measures	

2. Outcomes Progress Report

The Municipality will provide to Alberta and Alberta will provide to Canada relevant baseline data for the relevant performance indicators identified below at the beginning of this Agreement, on Alberta's request throughout this Agreement and when Project Complete.

Outcome	PTIF Performance Indicator
Projects that Support Modernization	Number of funded transit system projects that have incorporated modern, innovative technology.
Funded Plans are Being Implemented	Number of funded plans or studies that have resulted in identified capital projects that are either included in capital planning documents with associated funding or that are in the process of being implemented.
Improved Rehabilitation	Average number of years of useful life remaining on applicable transit assets, extended as a result of funded investments.
	Percentage of assets that have increased their physical condition rating (as per reporting guideline) as a result of funding.
	Average percentage decrease in unplanned service interruptions per month (not related to weather) that can be attributed to funded investments.

Increased Safety	Number of funded transit system projects that have added safety features or equipment.
	Estimated percentage decrease in incidents (collision and non-collision) that can be attributed to funded investments.
Increased Accessibility	Average increase in percentage of transit system fleets that are low-floor accessible as a result to funding.
Outcome	PTIF Performance Indicator
Improved Efficiency	Average Life Cycle Cost of applicable transit system assets after completion of funded investments.
	Average litres of fuel per passenger-kilometre after completion of funded investments.
	Total estimated cubic-meters of natural gas saved as a result of funded investments.
	Total estimated kilowatt-hours saved as a result of funded investments.
Transit Systems are Expanding	Total of new passenger-kilometres travelled as a result of funded system expansion projects.
Projects are incremental	Total value of capital expenditures for transit projects for year 2016 (to be reported on at final report)
	Total value of capital expenditures for transit projects for year 2017 (to be reported on at final report)

3 Final Project Report

The Municipality will provide to Alberta and Alberta will provide to Canada a final report will include the following:

- a) All information required under 1 (Project Progress Report)
- b) An attestation, that:
 - i) Project has been completed;
 - ii) Canada's share of the funding was spent on Eligible Expenditures in accordance with the terms and conditions of the Agreement; and
 - iii. Project Incrementality has been respected.

4 Final Outcomes Report

The Municipality will provide to Alberta and Alberta will provide to Canada the final outcomes report will include aggregated results on outcomes based on performance indicators at the beginning of the Agreement and when Project Complete.

Schedule “D”

Communications Protocol

1 Purpose

- a) This Communications Protocol outlines the roles and responsibilities of Canada, Alberta and the Municipality with respect to Communications Activities related to Projects.
- b) This Communications Protocol will guide all Communications Activity planning, development and implementation with a view to ensuring efficient, structured, continuous, consistent and coordinated communications to the public.
- c) The provisions of this Communications Protocol apply to all Communications Activities related to this Agreement and the Project funded under this Agreement.

2 Guiding Principles

- a) Communications Activities undertaken through this Communications Protocol should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about funded Projects and their benefits.
- b) The Communications Activities undertaken to recognize federal and provincial funding will take into account the financial value and duration of the Project(s) and the feasibility of mounting joint Communications Activities.
- c) Alberta will communicate with the Municipality as Alberta becomes aware of activities that do not comply to remind the Municipality of communications responsibilities outlined in this Protocol.

3 Joint Communications

- a) Canada, Alberta and the Municipality will have Joint Communications about the funding and status of the Project(s).
- b) Joint Communications related to the Project funded under this Agreement should not occur without the prior knowledge and agreement of Canada, Alberta and the Municipality.
- c) All Joint Communications material will be approved by both Canada and Alberta and will recognize the funding of all Parties and/or the Total Financial Assistance received for the Project(s).

- d) Each of the Canada, Alberta or the Municipality may request Joint Communications. The requestor will provide at least 15 business days' notice to the other parties. If the Communications Activity is an event, it will take place at a mutually agreed date and location.
- e) The requestor of the Joint Communications will provide the opportunity for the other parties to choose to participate and choose their own designated representative (in the case of an event).
- f) Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and other parties' logos. In such cases, Canada will provide the translation services and final approval on translated products.
- g) The conduct of all Joint Communications will follow the Table of Precedence for Canada as applicable.

4 Individual Communications

- a) Notwithstanding Section 3 of this Communications Protocol (Joint Communications), Canada retains the right to communicate information to Canadians and the use of funds to meet its legislative and regulatory obligations through its own Communications Activities. Similarly Alberta retains the right to meet its legislated and regulatory obligations to communicate information and the use of funds through its own communication activities.
- b) Canada and Alberta may include general Program messaging and Project examples in their own Communications Activities. Canada, Alberta and the Municipality will not unreasonably restrict the use of, for their own purposes, Communications Activities related to Projects funded through the Agreement and if web- or social-media based, from linking to it.

5 Operational Communications

The Municipality is solely responsible for operational communications with respect to Projects, including but not limited to: calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

6 Media Relations

Canada and Alberta will share information promptly with the other should significant media inquiries be received or emerging media or stakeholder issues arise to a Project or the overall fund.

7 Signage

- a) Canada, Alberta and the Municipality may each have signage recognizing their funding contribution to the Projects.
- b) Unless otherwise agreed by Canada, Alberta or the Municipality will produce and install a sign to recognize federal funding at each Project site in accordance with current federal signage guidelines. The federal sign design, content, and installation guidelines will be provided by Canada.
- c) Where the Municipality decides to install a permanent plaque or other suitable marker with respect to the Projects, it will recognize the federal and provincial contribution and be approved by Canada and Alberta.
- d) Alberta agrees to inform Canada of sign installations.
- e) If erected, signage recognizing the federal and provincial contribution will be installed at the Project site(s) thirty (30) days prior to the start of construction, be visible for the duration of the Project, and remain in place until thirty (30) days after construction is completed and the infrastructure is fully operational or opened for public use.
- f) If erected, signage recognizing the federal contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.
- g) The Municipality is responsible for the production and installation of Project signage.
- h) In the case of Projects where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, it will clearly recognize Canada and Alberta's contribution and/or the Total Financial Assistance received for the Project(s).

8 Communicating With Municipality's

Alberta agrees to facilitate, as required, communications between Canada and the Applicant for Communications Activities.

9 Advertising Campaigns

Recognizing that advertising can be an effective means of communicating with the public, Canada and Alberta may, at their own cost, organize an advertising or public information campaign related to this Agreement or eligible Projects. In the event of such a campaign, the sponsoring Party (Canada or Alberta) or Municipality will inform the others of its intention no less than twenty-one (21) working days prior to the campaign launch.