

MUNICIPAL STIMULUS PROGRAM

MEMORANDUM OF AGREEMENT

(hereinafter called "the 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**
(hereinafter called "the Municipality")

hereinafter jointly called "the Parties"

Preamble:

WHEREAS the Municipal Stimulus Program represents the Province of Alberta's commitment to support economic growth and local jobs;

WHEREAS the Municipal Stimulus Program will make infrastructure funding available to the Municipality to use on approved infrastructure projects that support the provincial and local economies;

WHEREAS under the Government Organization Act, RSA 2000 and the Municipal Affairs Grants Regulation (AR 123/2000), the Minister is authorized to make grants and to enter into an agreement with respect to any matters relating to the payment of a grant;

WHEREAS these funds are to be used by the Municipality for eligible expenditures incurred on projects accepted by the Minister.

NOW THEREFORE in consideration of the mutual terms and conditions hereinafter specified, **THE PARTIES AGREE AS FOLLOWS:**

1. The preamble is incorporated as an integral part of this Agreement.
2. In this Agreement, unless the context requires otherwise "Program Guidelines" means the guidelines for actions, events, criteria, report formats, and other directions applicable to the Municipal Stimulus Program as may be prescribed or

determined by the Minister and as may be amended from time to time by the Minister.

3. The Parties shall execute this Agreement and the Municipality shall return an executed Agreement to the Minister prior to the Minister transferring any funds to the Municipality under this Agreement.
4. The Minister agrees to provide funds to the Municipality under the Municipal Stimulus Program subject to the following:
 - (i) Sufficient approved funding appropriated by the Legislature;
 - (ii) Sufficient accepted eligible Municipal Stimulus Program projects as defined in the Program Guidelines;
 - (iii) Completion of reporting requirements as outlined in the Program Guidelines; and
 - (iv) Compliance with all other terms of the Agreement.
5. The Municipality agrees to provide to the Minister:
 - (i) A project application for each project to be initiated under this program;
 - (ii) An annual report of the initiatives undertaken by the Municipality to reduce administrative burden ("red tape") and encourage investment as described in the Program Guidelines; and
 - (iii) An annual summary of the actual grant expenditures on each project undertaken in that year and the year-end grant balance on hand (Statement of Funding and Expenditures), including certification by the Municipality that it is in compliance with the terms and conditions of this Agreement

all in a format as prescribed in the Program Guidelines for this grant program.

6. The Municipality agrees to accept the funds provided by the Minister in accordance with the following additional terms and conditions:
 - (i) The Municipality shall maintain a separate accounting for the funds provided;
 - (ii) The Municipality shall ensure that expenditures accounted for against the principal amount of the funds provided, income earned, and other credits as described in the Program Guidelines are applied only to projects accepted by the Minister;
 - (iii) All funds provided to the Municipality, not expended prior to December 31, 2020 may be carried forward to the next year and must be expended on an accepted project before December 31, 2021. Thereafter, all unexpended funds shall be returned to the Government of Alberta;
 - (iv) The Municipality shall undertake actions to encourage investment and/or reduce the administrative burden ("red tape") imposed on local businesses and residents to the satisfaction of the Minister or the Municipality will be required to repay the funding;
 - (v) All projects under this Agreement shall be carried out in accordance with the rules, regulations and laws governing such works and in accordance with the best general practices then current at the time of the construction of the project; and
 - (vi) This Agreement does not replace, supersede, or alter the terms of any other existing funding Agreement between the Minister and the Municipality.
7. The Municipality shall adhere to all project eligibility criteria, project credits, project tendering requirements, and other items or directions as outlined in the Program Guidelines.
8. The Municipality agrees that the funding provided under this program is for capital expenditures as outlined in the Program Guidelines.
9. The Municipality agrees to allow the Minister and/or his agents, including but not limited to, the Auditor General of Alberta, and representatives of the Province of Alberta, access to the project site; any engineering drawings or documents; any

books of accounts relating to funding and expenditures claimed under this Agreement; and any other such project related documents as deemed necessary by the Minister in performing an audit of the projects undertaken under this Agreement. All project related documents shall be kept by the Municipality for a minimum of three years following completion of the project.

10. The Municipality shall indemnify and save harmless the Minister, his servants, agents and employees, from and against all actions, claims and demands arising directly or indirectly from the preparation for or implementation of the projects, whether or not the damage arose as a result of the actions or omissions of third parties.
11. Where the Municipality enters into contracts with third parties for the implementation of a project, such contracts shall include provision that the third party shall be solely responsible for and save harmless and indemnify the Minister, and his officers, employees and agents from and against all claims, liabilities, and demands of any kind with respect to any injury to persons (including without limitation) death, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from i) the project; ii) the performance of the contract or the breach of any term or condition of the contract by the third party or its officers, employees or agents; iii) the on-going operation, maintenance and repair of the project; or iv) any omission or any willful or negligent act of the third party or its officers, employees or agents.
12. The Municipality agrees that it is not entitled to claim compensation for its costs, expenses, inconvenience or time expended in relation to the administration of the funds provided under this Agreement nor in respect to this Agreement.
13. The Parties agree to give this Agreement a fair and reasonable interpretation and, when required, to negotiate with fairness and candour any modifications or alteration thereof for the purpose of carrying out the intent of this Agreement and/or rectifying any omission in any of these provisions.
14. Notwithstanding the date for completion of all projects and the expending of funds under section 6(iii) of this Agreement, this Agreement shall continue in effect until March 31, 2023.
15. The Agreement may be renewed or extended thereafter, for a further one (1) year period, if mutually agreed to in writing. In the event that this Agreement is not renewed or extended, the Municipality shall return all uncommitted funds as of the termination date to the Government of Alberta.

16. 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 personally delivered, sent by prepaid registered mail, or e-mailed to the addresses as follows:

The Minister: Municipal Affairs
 15th Floor, Commerce Place
 10155 – 102 Street
 Edmonton, AB T5J 4L4

 Attention: Director, Grant Program Delivery

 Telephone: 780-422-7125
 E-mail: ma.municipalstimulus@gov.ab.ca

The Municipality: City of Cold Lake
 5513-48 Avenue
 Cold Lake, AB T9M 1A1

 Attention: Chief Administrative Officer

 Telephone: 780-594-4494
 E-mail: city@coldlake.com

or to such address as either party may furnish to the other from time to time.

17. Any dispute between the Minister and the Municipality on any question of law or fact arising out of this Agreement shall be submitted to and determined by the Court having jurisdiction over this Agreement.
18. The rights, remedies and privileges of the Minister under this Agreement are cumulative and any one or more may be exercised.
19. 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.
20. This Agreement is binding upon the Parties and their successors.
21. The Parties agree that the laws of the Province of Alberta will govern this Agreement.

The Parties have therefore executed the 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

Per: _____

MINISTER

Date: July 28, 2020

CITY OF COLD LAKE

Per: _____

CHIEF ELECTED OFFICIAL

Date: _____

Witness

Per: _____

DULY AUTHORIZED SIGNING OFFICER

Date: _____

Witness