## THIS AGREEMENT IS EFFECTIVE AS OF THE 30th day of April 2025

#### **BETWEEN:**

# THE CITY OF COLD LAKE a municipal corporation of the Province of Alberta, (the "City")

- and -

HIS MAJESTY THE KING in right of the Province of Alberta, as represented by the Minister of Seniors, Community and Social Services (the "Province")

## 1. <u>BACKGROUND</u>

1.01 The City and the Province each have programs targeted at senior homeowners in the City of Cold Lake. The sharing of information is required to effectively administer the City of Cold Lake program.

By signing this Agreement, both the City and the Province accept all of the terms which follow.

# 2. <u>DEFINITIONS</u>

- 2.01 In this Agreement, including the Background:
  - (a) "City Program" means the Property Tax Rebate Program offered by the City of Cold Lake wherein households with a senior homeowner currently receiving the Alberta Seniors Benefit will receive a one-time annual rebate in an amount to be determined by City Council each year;
  - (b) "**Term**" means the period of time this Agreement is in force and effect as set out in clause 6.01.

### 3. SHARING OF INFORMATION

3.01 The Province agrees to provide the City with information identifying eligible households in Cold Lake wherein the senior homeowner is in receipt of the Alberta Seniors Benefit as of April 30 each year.

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## 4. <u>ADMINISTRATION OF THE CITY PROGRAM</u>

4.01 For the year 2025, the Province agrees to identify senior homeowners in the city of Cold Lake, who receive the Alberta Seniors Benefit as of April 30, 2025 and therefore are eligible for the City program.

## 5. COST

5.01 The province will provide this service at no cost to the City.

### **TERM**

- 6.01 The Term of this Agreement shall commence on April 30, 2025 and end on March 31, 2026.
- 6.02 Either party has the right to terminate this Agreement upon giving thirty (30) days' written notice.

## 7. <u>NOTICES AND COMMUNICATIONS</u>

- 7.01 Notices and communications, including demands and certificates, made in connection with this Agreement must be in writing.
- 7.02 Notices and communications must be delivered/emailed to the following addresses:
  - (a) To the City:

Kevin Nagoya, Chief Administrative Officer City of Cold Lake 5513 48 Ave Cold Lake, AB T9M 1A1 Phone (780) 594-4494

Email: knagoya@coldlake.com

#### (b) To the Province:

Neil McDonald, Executive Director Seniors Program Delivery 12th Floor, Room 1243 10044 108 St NW Edmonton, AB T5J 3S7

Phone: (780) 422-8522

Email: Neil.McDonald@gov.ab.ca

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- 7.03 If notices are sent by mail, they are taken to be received on the 10th day after posting. If notices are delivered, emailed or sent by fax, they are taken to be received on the business day next after they were delivered, emailed or faxed.
- 7.04 Either party may change its address for service by notice to the other party.

## 8. GENERAL PROVISIONS

- 8.01 This Agreement is bound by the laws of the Province of Alberta.
- 8.02 Time is of the essence of this Agreement.
- 8.03 This Agreement embodies the entire agreement between the Province and the City. The parties shall not be bound by or liable for any statement, representation, promise, inducement or understanding of any kind or nature not stated in this Agreement. No additional changes, amendments or modifications of any of the terms or conditions of the Agreement shall be valid unless reduced to writing and signed by both parties.
- 8.04 The parties acknowledge that the headings in this Agreement have been inserted for convenience of reference only.
- 8.05 The parties acknowledge that each party is subject to the Freedom of Information and Protection of Privacy Act, R.S.A. 2000 c.F-25 (FOIP).
- 8.06 The parties acknowledge that this Agreement, including the name of the parties, the consideration, term and details of the Services, may be subject to disclosure under the Freedom of Information and Protection of Privacy Act (Alberta), ("FOIP Act"). The City further acknowledges that the FOIP Act applies to information obtained, generated, collected, or provided for the Province under this Agreement, and agrees to adhere to the FOIP Act in its collection, use and disclosure.

IN WITNESS WHEREOF the parties hereto execute this agreement by properly authorized officers in that behalf.

Signed for the Province: HIS MAJESTY THE KING in right of the Province of Alberta, as represented by the Minister of Seniors, Community and Social Services	Signed for the City: City of Cold Lake
Per	Per
Neil McDonald	Kevin Nagoya
Name	Name
Executive Director Seniors Program Delivery	Chief Administrative Officer
Title	Title
Date	Date
	City Council Approval Date