

Alberta Municipal Infrastructure Program

MEMORANDUM OF AGREEMENT

made as of the 4th day of May, 2005

BETWEEN:

HER MAJESTY THE QUEEN, in right of Alberta, as represented by the Minister of Infrastructure and Transportation (hereinafter called "**the Minister**")

- and -

«**Munc_Desc**», in the Province
(hereinafter call "**the Municipality**")

WHEREAS the Minister recognizes the need to support the development of municipal infrastructure to maintain or enhance economic, social and cultural opportunity and well being, while protecting and improving the quality of our environment upon which people and economies within Alberta depend; and

WHEREAS under *Government Organization Act*, RSA 2000 c. G-10, the *Designation and Transfer of Responsibility Regulation 44/2001* and the *Transportation Grants Administration Regulation 79/2003* 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; and

WHEREAS these funds only are to be used by the Municipality for eligible expenditures incurred on capital infrastructure projects accepted by the Minister; and

WHEREAS in addition to this and other grants, the Municipality continues to maintain or exceed its regular investment in capital municipal infrastructure.

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 “Administrative Procedures” means the guidelines for actions, events, criteria, report formats, and other directions applicable to this program as may be prescribed or determined by the Minister and as may be amended from time to time by the Minister.
3. The Minister and the Municipality 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 in the first five years of this Agreement in incremental payments generally in accordance with Schedule 1, subject to the following:
 - I) Availability of sufficient funds in the Provincial budget.
 - II) In the second and subsequent years of the program, sufficient accepted eligible capital Municipal Infrastructure Projects as defined in the Administrative Procedures.
 - III) The Municipality’s continued investment in capital Municipal Infrastructure Projects in addition to this and other grants.
5. The Municipality agrees to provide to the Minister:
 - I) A Project Profile for each project to be initiated under this program;
 - II) An annual list of projects that the Municipality wishes to undertake that year (an Application for Program Acceptance);
 - III) A Multi-Year Capital Plan including all grant supported municipal projects;
 - IV) 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 Administrative Procedures 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 may invest the funds provided, or unutilized portions thereof, in accordance with the terms of Section 250 of the *Municipal Government Act*;

- III) the Municipality shall determine and report the “actual income earned” on the unexpended funds invested and all such income including other credit adjustments as outlined in the Administrative Procedures;
 - IV) the Municipality shall ensure that expenditures accounted for against the principal amount of the funds provided, income earned, and other credits are applied only to projects accepted by the Minister;
 - V) all funds provided and income earned, not expended prior to December 31 in any year may be retained by the Municipality and expended in accordance with the Municipality’s Application for Program Acceptance under this Agreement in the following years.
 - VI) 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.
 - VII) on any project accepted for cost-sharing under another provincial government program where that project may also be eligible for funding under this Agreement, funding under this Agreement may be used to supplement the funding under the other program and it may be used to replace any municipal contribution required under the other program unless the other program specifically excludes such practices.
 - VIII) The funding provided for multi-year projects accepted under this Agreement shall continue until either the projects are completed or the limit of the funding available under this Agreement is reached, whichever comes first.
 - IX) 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, use of municipal forces conditions, and other items or directions as outlined in the Administrative Procedures.
8. The Municipality agrees that the funding provided under this program is for capital expenditures in the following areas:
- I) core municipal Infrastructure such as implementation of a municipal infrastructure management system, public transit, roadways and bridges, water and wastewater systems, storm water management systems, emergency service facilities and vehicles, and
 - II) after fulfilling core infrastructure needs, other infrastructure such as environmental energy improvements, solid waste management facilities, or recreational facilities.

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, earnings, 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 candor 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. This Agreement shall continue in effect until December 31, 2015. The agreement may be renewed or extended thereafter if mutually agreed 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 Minister. The Minister may, at his sole discretion, direct that these uncommitted funds be transferred to another then-existing provincial grant program as payment of any outstanding provincial commitment under that grant program.
15. 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, sent by facsimile transmission, or e-mailed to the addresses as follows:

The Minister
c/o Regional Director
«Reg_Desc»
Alberta Infrastructure and Transportation
«Region_Address_1»
«Region_Address_2»
«Region_Address_3» AB «Region_Address_4»

The Municipality
c/o Chief Administrative Officer
«Munc_Desc»
«Munc_Address1»
«Munc_Address2» AB
«Munc_Address3»

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

16. Any dispute between the Minister and the Municipality or 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.
17. The rights, remedies and privileges of the Minister under this Agreement are cumulative and any one or more may be exercised.
18. 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.
19. This Agreement is binding upon the parties and their successors.
20. The Parties agree that the laws of the Province of Alberta will govern this Agreement.

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
Infrastructure and Transportation

The Municipality as Represented
by the Chief Elected Official

Dr. Lyle Oberg
Minister

Date

Date

SCHEDULE 1

This page contains an outline of the proposed grant allocation for the Municipality under the Alberta Municipal Infrastructure Program.

Payment of any grant under this program is subject to:

1. The availability of funding for this program.
2. Completion of financial reports for previous years grants.
3. Compliance with all other terms of the Agreement.

This proposed schedule may change from time to time. A change in this schedule does not alter any other term of this Agreement.

In 2005-06, \$«To Be Paid»,

In 2006-07, \$«To Be Paid»,

In 2007-08, \$«To Be Paid»,

In 2008-09, \$«To Be Paid» (amount subject to adjustment)

In 2009-10, \$«To Be Paid» (amount subject to adjustment)

The basis for calculation of the total grant available to the municipality will be the 2006 federal census populations.

In the interim, the proposed payment schedule is based on an estimate of the 2006 federal census populations. The recorded 2006 federal census populations will be incorporated into the 2007 Official Population list.

Following publication of the 2007 Official Population List, the total 5 year grant allocation for the municipality will be recalculated. The grant amounts for 2008-09 and 2009-10 will then be adjusted to reflect the revised calculation and the amounts may either increase or decrease accordingly.