

MEMORANDUM OF AGREEMENT

made as of the **30th** day of **June 2005**

BETWEEN:

HER MAJESTY THE QUEEN, in right of Alberta (“Alberta”),
as represented by the Minister of Infrastructure and Transportation (“Minister”)

OF THE FIRST PART

- and -

THE «MUNC_DESC»
in the Province of Alberta (“Municipality”)

OF THE SECOND PART

WHEREAS HER MAJESTY IN RIGHT OF CANADA (“Canada”), as represented by the Minister of State (Infrastructure and Communities) (“Federal Minister”), and Alberta wish, in partnership, to address the need of municipalities for stable, predictable, long-term funding for Environmentally Sustainable Infrastructure; and

WHEREAS Canada and Alberta have decided, under separate agreement, to allocate a portion of federal gas tax revenues to Alberta municipalities; and

WHEREAS the Minister recognizes the need to develop 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 the people and economies of Alberta depend; and

WHEREAS the Minister agrees to conditionally grant to the Municipality a portion of federal gas tax revenues required for Projects meeting the criteria upon the terms and conditions contained herein; 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 the Minister agrees to conditionally provide such funds, as approved annually, to the Municipality upon receipt of funds from Canada as agreed to under Canada-Alberta Agreement On The Transfer Of Federal Gas Tax Revenues Under The New Deal For Cities And Communities; and

WHEREAS these funds are to be used by the Municipality for eligible expenditures incurred for Environmentally Sustainable Infrastructure Projects accepted by the Minister; and

WHEREAS the Municipality has agreed to accept these funds upon the terms and conditions contained herein.

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 Memorandum of Agreement.
2. In this agreement, unless the context requires otherwise
 - I) **“Memorandum of Agreement”** means this agreement between Alberta Infrastructure and Transportation and the Municipality for the Transfer of the Federal Gasoline Tax.
 - II) **“Integrated Community Sustainability Plan”** means any existing or new long-term plan developed in consultation with community members, for the community to realize sustainability it has for the environmental, cultural, social and economic dimensions of its identity.
 - III) **“Fiscal Year”** means the period beginning April 1 of a year and ending March 31 of the following year.
 - IV) **“Funds”** means the federal gas tax revenues made available pursuant to this Agreement.
 - V) **“Environmentally Sustainable Infrastructure”** means municipal roads, bridges, public transit, water and wastewater systems, storm drainage systems, community energy systems, solid waste management. Schedule 2 provides a more detailed description.
 - VI) **“Multi-Year Capital Infrastructure Plan”** means a document created through a public process, with approval from locally elected officials, providing a detailed understanding of anticipated investments into tangible capital assets, including Environmentally Sustainable Infrastructure, that are considered “priorities”.

- VII) **“Municipality”** means a community that is a city, town, village, summer village, municipal district, specialized municipality, improvement district, special area, or Metis Settlement. First Nations communities other than Metis Settlements do not fall within this Memorandum of Agreement.
 - VIII) **“Parties”** means the Minister and the Municipality.
 - IX) **“Project”** means any undertaking by a Municipality that results in the purchase, rehabilitation, upgrading, or construction of Environmentally Sustainable Infrastructure as defined above in clause V and in Schedule 2).
3. The Minister and the Municipality shall execute this Memorandum of Agreement prior to the Minister transferring any funds to the Municipality under this Memorandum of Agreement.
 4. The Municipality agrees to provide to the Minister for each Fiscal Year of this Memorandum of Agreement:
 - I) An annual list of projects that the Municipality wishes to undertake that year (an “Application for Program Acceptance”);
 - II) A Multi-Year Capital Infrastructure Plan including all grant supported municipal projects;
 - III) Assurance prior to the expiry of this Memorandum of Agreement that the Municipality is able to successfully integrate the preparation of the Multi-Year Capital Infrastructure Plans with an Integrated Community Sustainability Plan;
 - 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 Memorandum of Agreement;
 - V) A description and data in respect to the outcomes achieved through the investment of federal gas tax revenues.

All applications and reports must be in a format as prescribed by the Minister.

5. The Minister agrees to provide funds to the Municipality over the term of this Memorandum of Agreement in incremental payments generally in accordance with Schedule 1 subject to the following:
 - I) Receipt of funds from the Government of Canada as agreed to in the Canada-Alberta Agreement on the Transfer of Federal Gas Revenues under the New Deal for Cities and Communities;
 - II) Commencing in 2006, receipt of the Municipality’s Statement of Funding and Expenditures for the previous calendar year;
 - III) Receipt of the Municipality’s annual Application for Program Acceptance;

- IV) The Municipality's continued investment in capital municipal infrastructure projects in addition to this and other grants;

Revised amounts and payment schedules may be determined for the second and subsequent five-year periods subject to funding allocations being provided by Canada to Alberta and changes in the Municipality's population.

6. The Municipality hereby agrees to accept the funds provided by the Minister in accordance with Section 5 on 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 as in Section 6. II) and all such income shall be reported on the annual Statement of Funding and Expenditures as outlined in Section 4 VI);
- IV) the Municipality shall ensure that expenditures accounted for against the principal amount of the funds provided, the income earned thereon, and other credits to the fund are only for Eligible Costs (outlined in Schedule 3) of Projects accepted by the Minister on the Municipality's Application for Program Acceptance under this Memorandum of Agreement;
- V) all funds provided and income earned, not expended prior to December 31 in any calendar year may be retained by the Municipality and expended in accordance with the Municipality's Application for Program Acceptance under this Memorandum of Agreement in the following years;
- VI) on any accepted Project the work 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 construction of the project;
- VII) agree that no funds will be committed to a Project until all required environmental assessment requirements have been satisfied and implement all mitigation measures identified in any environmental assessment of the Project;
- VIII) on any Project accepted for cost-sharing under another Alberta program where that project may also be eligible for funding under this Memorandum of Agreement, funding under this Memorandum of 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, or unless specifically approved by the Minister in writing prior to commencement of the project;
- IX) the Municipality shall retain title to, and ownership of, the Environmentally Sustainable Infrastructure resulting from the Project for at least ten (10) years after Project completion. If, at any time within ten (10) years from the date of completion of the Project, the Municipality sells, leases, encumbers or otherwise disposes of, directly or indirectly, any asset constructed, rehabilitated or improved,

in whole or in part, with funds contributed under the terms of this Memorandum of Agreement, other than to Canada, Alberta or a Crown corporation of Alberta, the Municipality shall repay Alberta on demand, a proportionate amount of the funds contributed under this Memorandum of Agreement, as follows:

Where Project asset is sold, leased, encumbered or disposed of:	Repayment of contribution (in current dollars)
Within 2 Years after Project completion	100%
Between 2 and 5 Years after Project completion	55%
Between 5 and 10 Years after Project completion	10%

7. The Municipality agrees to notify the Minister in advance of any proposed disposition described above.
8. The Municipality agrees to allow Alberta and its agents, including but not limited to, the Auditor General of Alberta, and employees, agents or representatives of Alberta Infrastructure and Transportation, access to the Project site; any engineering drawings or documents; any books of accounts relating to funding, earnings, and expenditures claimed under this Memorandum of Agreement; and any other such Project related documents as deemed necessary by the Minister in performing an audit of the Projects undertaken under this Memorandum of Agreement. All Project-related documents shall be kept by the Municipality for a minimum of three years following completion of the Project.
9. The Municipality agrees to hold harmless the Minister, his servants, agents and employees, from and against any and all third party claims, demands, or actions for which the Municipality is legally responsible, including those arising out of negligence or wilful acts by the Contractor or the Contractor's employees or agents. This hold harmless clause shall survive this Memorandum of Agreement.
10. The Municipality shall ensure the funds will result in net incremental capital spending on Environmentally Sustainable Infrastructure.
11. The Municipality acknowledges that it may use the funds to pay up to 100% of the Eligible Costs of a Project provided that to the extent it is receiving money under a Government of Canada Infrastructure Program in respect of a Project to which the Municipality wishes to apply the funds, the maximum federal contribution limitation set out in any Government of Canada Infrastructure Program contribution agreement made in respect of that Project shall continue to apply and the funds paid to the Municipality shall be deemed to be a federal contribution under the said contribution agreement.
12. The Municipality agrees that the funding provided under this Memorandum of Agreement is for capital expenditures on the general types of capital Infrastructure Projects listed in I), subject to II) eligible costs, III) the credit items, and IV) the award of contract criteria.

I) ELIGIBLE PROJECTS

Schedule 2 contains a listing of Environmentally Sustainable Projects eligible under this Memorandum of Agreement.

II) ELIGIBLE COSTS

Schedule 3 contains a listing of Eligible Costs as defined under this Memorandum of Agreement.

III) CREDIT ITEMS

Schedule 4 contains a list of credit items that shall be applied to any Project accepted under this Memorandum of Agreement.

IV) AWARD OF CONTRACTS AND USE OF MUNICIPAL FORCES

Schedule 5 contains guidelines related to the Award of Contracts, and Use of Municipal Forces.

13. The parties agree to give this Memorandum of 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 Memorandum of Agreement and or rectifying any omission in any of these provisions.
14. This Memorandum of Agreement shall continue in effect until March 31, 2010 and may be renewed thereafter in five- year increments if mutually agreed in writing. To facilitate efficient planning, any such renewal should be implemented before the expiry date.
15. Termination of the Memorandum of Agreement unilaterally by either of the Parties will require a minimum notice of two (2) years. If this Memorandum of Agreement is not extended in writing beyond the March 31, 2010 termination date, or any amended termination date, all uncommitted funds as of the termination date shall be returned to the Minister within 180 days following the date of termination.
15. Without limiting any of the remedies available to the Minister at law, if the Municipality does not comply with the terms and conditions of this Memorandum of Agreement the Minister may withhold payment to the Municipality, reduce payments to the Municipality, demand the return of payment and/or the non-renewal of this Memorandum of Agreement.
16. The Municipality will undertake any communication activities related to a Project funded by Canada gas tax funds in compliance with the communications protocol in attached as Schedule 6 of this Memorandum of Agreement and subject to the approval of the Minister.
17. Any dispute between the Minister and the Municipality or any question of law or fact arising out of this Memorandum of Agreement shall be submitted to and determined by the Court having jurisdiction over this Memorandum of Agreement.
18. The rights, remedies and privileges of the Minister under this Memorandum of Agreement are cumulative and any one or more may be exercised.
19. If any portion of this Memorandum of Agreement is deemed to be illegal or invalid, then that portion of the Memorandum of Agreement shall be deemed to have been severed from the remainder of the Memorandum of Agreement and the remainder of the Memorandum of Agreement shall be enforceable.

20. Any notice, demand or other document required or permitted to be given under the terms of this Memorandum of 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 emailed to the Minister at:

The Minister

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

The Municipality

c/o Chief Administrative Officer
«Munc_Desc»
«Munc_Address1»
«Munc_Address2», Alberta
«Munc_Address3»

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

21. This Memorandum of Agreement is binding upon the parties and their successors.
22. The Parties agree that the laws of the Province of Alberta will govern this Memorandum of Agreement.

The parties have therefore executed this Memorandum of 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

FUNDS TO BE TRANSFERRED TO «MUNC_DESC»

This page contains an outline of the proposed maximum grant eligibility for the Municipality.

Payment of any grant under this program is subject to:

1. The availability of funding for this program.
2. Sufficient accepted eligible Municipal Infrastructure Projects.
3. Completion of financial reports for previous years grants.
4. Compliance with all other terms of the Memorandum of Agreement.

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

In 2005-2006, \$«To_Be_Paid_in_2006»,

In 2006-2007, \$«To_Be_Paid_in_2007»,

In 2007-2008, \$«To_Be_Paid_in_2008»,

In 2008-2009, \$«To_Be_Paid_in_2009» (amount subject to adjustment)

In 2009-2010, \$«To_Be_Paid_in_2010» (amount subject to adjustment)

The basis for calculation of the total grant available to the municipality will be the Alberta 2007 Official Population list. The Alberta 2007 Official Population list will incorporate the 2006 federal census. In the interim, the proposed payment schedule is based on an estimate of the 2006 population.

Following publication of the 2007 Official Population List, the total five-year grant allocation for the municipality will be recalculated. The grant amounts for 2008-2009 and 2009-2010 will then be adjusted to reflect the revised calculation and the amounts may either increase or decrease accordingly.

SCHEDULE 2

Sections 1 through 9 of this Schedule contain a listing of the general types of capital Infrastructure Projects that may be funded under the Canada-Alberta Agreement on the Transfer of Federal Gas Tax Revenues under the New Deal for Cities and Communities Agreement. The lists are not intended to be all inclusive. However, all projects must respect eligible project categories listed in Schedule 2 of the Canada-Alberta Agreement.

1. PUBLIC TRANSIT

- Construction and major rehabilitation of Light Rail Transit (L.R.T.) Lines, station structures, park and ride facilities, and L.R.T. Maintenance facilities. L.R.T. Lines must be designated in the municipality's transportation system bylaw.
- Construction, reconstruction and rehabilitation of L.R.T. grade separations.
- Construction and rehabilitation of major public transit terminals and transit garages.
- Purchase of L.R.T. vehicles, "low-floor" standard 40-foot buses, "low-floor" articulated buses, and accessible community public transit vehicles as well as specialized transit vehicles for seniors and/or persons with disabilities.
- Major rehabilitation of public transit vehicles.
- Major comprehensive transit-stop retrofit programs to achieve a "barrier free path of travel" to accessible transit services.
- System-wide capital improvement or upgrading projects.
- Purchase, development, and rehabilitation of major capital security devices, communication equipment, and other public safety enhancements.
- Implementation of Municipal Infrastructure Management Systems including software and the collection of Core Infrastructure data to the limits outlined in the program guidelines.
- Significant enhancements or improvements for the safety of users of the transportation systems.

2. WATER SUPPLY AND TREATMENT SYSTEMS

- Raw-water supply lines to storage facilities.
- Raw-water storage facilities.
- Raw-water supply lines from storage facilities to treatment facilities.
- Water treatment facilities.
- Water pumping facilities.
- Treated-water supply lines.
- Treated-water storage facilities and related works.
- Distribution system upgrades and replacements, including individual services to the property line.
- Implementation of Water Infrastructure Management Systems, including the purchase of software and collection of data to the limits outlined in the program guidelines.

3. WASTEWATER TREATMENT SYSTEMS

- Outfall sewer from the collection system to the wastewater treatment facilities.
- Wastewater treatment facilities.
- Wastewater pumping facilities.
- Outfall sewers from the wastewater treatment facilities to the point of discharge or disposal and related works.
- Sewage collection system upgrades and replacements, including service mains to the property line.
- Implementation of Wastewater Infrastructure Management Systems, including the purchase of software and collection of data to the limits outlined in the program guidelines.

4. WASTEWATER (STORM SEWER DRAINAGE SYSTEMS AND FACILITIES)

- Storm sewer line replacement or rehabilitation.
- Construction of new storm sewer retention ponds.
- Construction of new storm sewer treatment facilities.
- Replacement or rehabilitation of storm sewer collection lines including service lines, and catch basins.
- Outfall storm sewers to the point of discharge or disposal and related works.
- Implementation of Storm Sewer Infrastructure Management Systems, including the purchase of software and collection of data to the limits outlined in the program guidelines.

5. SOLID WASTE MANAGEMENT

- Waste diversion - Material Recovery Facilities.
- Organics management.
- Collection depots.
- Waste disposal landfills.
- Thermal treatment.

6. COMMUNITY ENERGY SYSTEMS

- Retrofits of local government-owned buildings.
- Energy systems such as renewable energy, combined heat and power (CHP), cogeneration and district energy.
- Street lighting retrofits.
- Other capital energy Projects as may be deemed appropriate by the Minister.

7. ROADWAYS AND BRIDGES (Except Edmonton and Calgary) that enhance sustainability outcomes for municipalities.

- Reconstruction and rehabilitation of roadways.
- Reconstruction and rehabilitation of road structures.
- Construction, reconstruction and rehabilitation of railway other grade separations.
- Construction, reconstruction and rehabilitation of bridges.
- Other ancillary works such as sidewalks, commuter bikeways, lighting, traffic control signals, pedestrian signals, storm drainage and utility relocations.
- Construction or implementation of major transportation systems management projects such as major intersection improvements, major traffic signal coordination, etc.
- Construction of noise attenuation devices as a part of an eligible project, and rehabilitation of existing noise attenuation devices on an eligible roadway or transitway, consistent with the municipality's approved noise attenuation policy.

8. CAPACITY BUILDING

Funds can be used to undertake the following:

- Develop and implement an Integrated Community Sustainability Plan.
- Collaboration: building partnerships and strategic alliances; participation; and consultation and outreach.
- Knowledge: use of technology; research; and monitoring and evaluation.
- Integration: planning, policy development and implementation.
- Municipality-wide or regional transportation planning studies and major systems planning reviews.
- Transportation studies to address specific environmental and/or safety concerns including environmental impact assessments.

9. GENERAL

This section includes items that may be stand-alone projects or may be an integral part of a project eligible under sections 1 through 8.

- System-wide reviews where such reviews will have an impact on capital Infrastructure expenditures.
- Relocation and adjustment of associated utilities.

SCHEDULE 3

ELIGIBLE AND INELIGIBLE COSTS

Eligible Costs

1. Eligible Project Costs

Eligible costs, as specified in each Memorandum of Agreement, will be all direct costs which are in Canada's opinion properly and reasonably incurred and paid by an Eligible Recipient under a contract for goods and services necessary for the implementation of an Eligible Project. Eligible costs may include only the following:

- a) the capital costs of acquiring, constructing or renovating a tangible capital asset and any debt financing charges specifically identified with that asset;
- b) the fees paid to professionals, technical personnel, consultants and contractors specifically engaged to undertake the surveying, design, engineering, manufacturing or construction of a project infrastructure asset and related facilities and structures;
- c) the costs of environmental assessments, monitoring, and follow-up programs as required by the *Canadian Environmental Assessment Act*; or a provincial equivalent; and
- d) the costs related to strengthening the ability of Local Governments to develop Integrated Community Sustainability Plans.

1.1 Employee and Equipment Costs

In the case of remote Municipalities the out of pocket costs (not overhead) related to employees or equipment may be included in its eligible costs under the following conditions:

- a) the Municipality has determined that it is not economically feasible to tender a contract;
- b) employees or equipment are employed directly in respect of the work that would have been the subject of the contract; and
- c) the arrangement is approved in advance and in writing by Alberta.

1.2 Administration Costs

Interest earned by the Municipality on the Funds, if any, may be used to pay for the Municipality's administration costs related to the Eligible Projects.

Ineligible Costs

Costs related to the following items are ineligible costs:

- a) Eligible Project costs incurred before April 1, 2005;
- b) services or works that, in the opinion of Alberta, are normally provided by the Municipality or a related party;
- c) salaries and other employment benefits of any employees of the Municipality except as indicated in section 1.1;
- d) a Municipality's overhead costs, its direct or indirect operating or administrative costs, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its applicant's staff;
- e) costs of feasibility and planning studies for individual Eligible Projects;
- f) taxes for which the Municipality is eligible for a tax rebate and all other costs eligible for rebates;
- g) costs of land or any interest therein, and related costs;
- h) cost of leasing of equipment by the Municipality except as indicated in section 1.1 above;
- i) routine repair and maintenance costs;
- j) legal fees;
- k) administrative costs incurred as a result of implementing this Memorandum of Agreement, subject to 1.2 above; and
- l) audit and evaluation costs.

SCHEDULE 4

This Schedule contains a listing of the credit items that are to be applied to any Project accepted under the Canada-Alberta Agreement on the Transfer of Federal Gas Tax Revenues under the New Deal for Cities and Communities Agreement:

CREDIT ITEMS

- I) The salvage value of any material obtained from removal or demolition of any structure or any part of the facility or goods required for construction and not used.
- II) The income from the sale of buses or other capital items that previously received a financial contribution from the Province.
- III) The funding from other sources such as developers, railway companies, private organizations, and other government agencies (including other provincial government departments) where such funding has been designated to a Project funded under the Canada-Alberta Agreement on the Transfer of Federal Gas Tax Revenues under the New Deal for Cities and Communities Agreement.
- IV) The Goods and Services Tax.

SCHEDULE 5

This Schedule contains guidelines for the award of contracts and use of municipal forces on any Project accepted under the Canada-Alberta Agreement on the Transfer of Federal Gas Tax Revenues under the New Deal for Cities and Communities Agreement:

AWARD OF CONTRACTS AND USE OF MUNICIPAL FORCES

- Where projects are undertaken by the Municipality and those projects are accepted by Alberta Infrastructure and Transportation as qualifying for provincial funding, the projects should be carried out by the private sector.
- All calls for proposals or tenders for Projects to be funded under this program must be advertised consistent with the guidelines in the Agreement on Internal Trade.
- The Municipality may award contracts for planning, design, engineering, and architectural services for a municipal capital infrastructure project based on best overall value consistent with the Municipality's policies.
- The Municipality may award contracts for construction, or purchase of a municipal capital infrastructure project by public tender based on either unit prices, or lump sum amounts.
- Where the Municipality recommends that any tender other than the low tender be accepted, the Municipality must submit its recommendation respecting such awarding, together with details of all tenders received to Alberta Infrastructure and Transportation for written approval.
- In some cases where highly specialized services or equipment are required, or where generally available alternatives would create compatibility issues with existing infrastructure, a Municipality may request the approval of Alberta Infrastructure and Transportation to sole-source the project or use own forces in accordance with Schedule 3. The request must include an evaluation documenting the reasons and justifications for following this procedure.

SCHEDULE 6

The Municipality and Alberta agree that Canadians have a right to transparency and public accountability, which is best served by full information about the benefits of the New Deal for Cities and Communities.

This Communications Protocol establishes the principles and practices that will guide all announcements and events related to this Memorandum of Agreement, and funding to municipalities under this Memorandum of Agreement. Communications activities may include, without limitation, major public events or announcements, or communications products such as speeches, press releases, websites, advertising, promotional material or signage.

The Parties agree that:

1. They will make periodic announcements, through public events, press releases and/or other mechanisms, of the transfer of federal gas tax revenues allocation to municipality.
2. They will make regular announcements, on a city or regional basis, of projects that have benefited from federal gas tax investments. Key milestones may be marked by public events, press releases and/or other mechanisms.
3. At the invitation of the province, the Municipalities and/or their municipal association(s) will work cooperatively in developing these communications materials and events, which will allow for the communication of the results and outcomes of investments, as well as the importance of working in partnership.
4. In addition to joint communications activities, they may include messaging in their own communications products and activities, around their commitment to the New Deal and other initiatives and investments in cities and communities.
5. They will keep each other informed on a regular basis and in a timely fashion of any possible communications activity related to the Memorandum of Agreement.
6. They will work together to ensure clear and consistent messages and information are available to the public.

The Municipality agrees that:

1. All communications referring to projects funded under this Memorandum of Agreement will clearly acknowledge the contributions made by Canada.
2. All communications materials referring to the sharing of federal gas tax revenues with municipalities will recognize that this initiative forms part of the New Deal through the use of the Canada wordmark and of a tagline.

3. Municipalities will ensure permanent signage at the location of projects receiving investments under this Memorandum of Agreement, prominently identifying the Government of Canada's investment and including the Canada wordmark. Where there is no fixed location for signage, such as a transit vehicle, a prominent marker will recognize the Government of Canada's contribution. All signage/plaques will be located in such a way as to be clearly visible to users, visitors and/or passersby.

General

1. The timing of public events shall be sufficient to allow for all orders of government to plan their involvement. Either Party shall provide a minimum of 21 days notice of an event or announcement.
2. The Parties agree that they and/or their Municipal Association(s) will each receive appropriate recognition in joint communications materials.
3. Joint communications material and signage will reflect Government of Canada communications policy and federal-provincial/territorial identity graphics guidelines. Costs related to announcements and signage in the French language will be the responsibility of the Government of Canada.

Assessment

Communication results will be assessed as part of the Canada/Alberta program evaluation process.