

THIS AGREEMENT MADE EFFECTIVE THE FIRST DAY OF JULY, 2014

9-1-1 GRANT PROGRAM AGREEMENT

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA

as represented by the Minister of Municipal Affairs

(the “Minister”)

- and-

Parkland County

(the “Recipient”)

BACKGROUND

- (a) In response to the challenges facing 9-1-1 call centres (Public Safety Answering Points) and pursuant to the *Emergency 911 Act*, the Minister has established the 9-1-1 Grant Program.
- (b) The objective of the 9-1-1 Grant Program is to support and enhance the delivery and development of local 9-1-1 services provided by Public Safety Answering Points throughout Alberta.
- (c) The 9-1-1 Grant Program will support the funding of Public Safety Answering Points to enhance their existing capacity and their continued ability to provide reliable 9-1-1 services such as supporting and integrating new technology.
- (d) The Minister is authorized to provide grants pursuant to the *Emergency 911 Grants Regulation* (A.R. 19/2014) to any person who owns or operates a Public Safety Answering Point in Alberta.
- (e) The Recipient is a legal entity that owns or operates a Public Safety Answering Point in Alberta and qualifies for grant funding pursuant to the terms of this Agreement.

In consideration of the terms and conditions the parties agree as follows:

1. The Background is part of this Agreement.

DEFINITIONS

2. In this Agreement:

- (a) “Agreement” means this document, the attached Schedules, and includes any amendments.
- (b) “Business Day” means 8:15 am to 4:30 pm in Alberta from Monday through Friday excluding holidays observed by the Minister.
- (c) “Effective Date” means the date first above written.
- (d) “Grant” means grant fund paid by the Minister to the Recipient under this Agreement and includes any accrued interest on the Grant that may be realized by the Recipient as a result of holding or investing any or all of the Grant in an interest-bearing account.
- (e) “Program Guidelines” means the 9-1-1 Grant Program Guidelines as approved by the Minister as described in Schedule A.
- (f) “Term” means the period specified in clause 3.

TERM

- 3. This Agreement shall be effective from the Effective Date and will continue in effect, unless terminated in accordance with this Agreement.

GRANT

- 4. The Grant will be allocated to the Recipient on the following basis:
 - (a) a base amount allocation of \$75,000 per year to be paid quarterly as set out in the Program Guidelines; and
 - (b) Subject to section 6, an additional amount of 9-1-1 levy collected to be calculated in accordance with the following formula: percent of Alberta population served X available 9-1-1 levy funds, as described in the Program Guidelines.
- 5. The Minister agrees to provide the Grant to the Recipient through a dedicated levy in incremental payments as described in the Program Guidelines.

6. If the 9-1-1 levy revenues increase or decrease, the Minister, in his sole discretion, may increase or decrease the grant funding in proportion to the increase or decrease of the collected 9-1-1 levy.

RECIPIENT'S OBLIGATIONS

7. The Recipient shall:
 - (a) provide to the Minister:
 - (i) a yearly application to be initiated under the 9-1-1 Grant Program, including information on population served by the Recipient; and
 - (ii) a quarterly Statement of Funding and Expenditures in a form set out in Schedule B and in accordance with the timelines set out in the Program Guidelines.
 - (b) comply with the *Emergency 911 Act*, the *Emergency 911 Grants Regulation*, and the *Emergency 911 Levy Regulation*;
 - (c) complete the application requirements as described in the Program Guidelines;
 - (d) complete the reporting requirements as described in the Program Guidelines;
 - (e) use the Grant only for eligible expenditures as defined in the Program Guidelines;
 - (f) comply with Alberta 9-1-1 standards, once they take effect;
 - (g) continue to provide primary 9-1-1 call answering services to the public in Alberta;
 - (h) comply with all other terms of this Agreement; and
 - (i) comply with all other requirements as described in the Program Guidelines.

ACCOUNTING

8. The Recipient shall:
 - (a) deposit and maintain the Grant in an interest bearing account separate from all other monies;
 - (b) maintain adequate financial records relating to the Grant, which includes keeping proper books, accounts and records of the cost of the materials, services or resources funded under this Agreement, in accordance with Canadian generally accepted accounting principles, and having them available at all times during the Term of this Agreement and for a period of seven (7) years after the termination of this Agreement; and

- (c) during the Term and for seven (7) years after the termination of this Agreement, produce on demand to any representative of the Minister or the Auditor General of Alberta any of the accounts referred to in section 8(b) and shall permit such representative to examine and audit these books, accounts and records and take copies and extracts of them.

BREACH OF AGREEMENT

- 9. Upon breach of any term of this Agreement or the *Emergency 911 Grants Regulation*, the Minister may demand that the Recipient repay the Grant or a portion of the Grant. The Minister shall confirm such breach in writing to the Recipient.
- 10. A waiver of any breach of a provision by the Minister shall not be binding upon the Recipient unless the Waiver is in writing and the waiver shall not affect the Minister's rights with respect to any other or future breach by the Recipient.

SURPLUS

- 11. If any payment made to the Recipient pursuant to this Agreement exceeds the amount to which the Recipient is entitled pursuant to clause 4, or remains unaccounted for, then the Recipient may, at the sole discretion of the Minister, be required to immediately pay to the Government of Alberta the amount paid in excess of the Recipient's entitlement, or the amount unaccounted for, as the case may be. Where any amount remains unaccounted for, the Minister may cease to make payments under this Agreement or any other agreement the Minister and the Recipient have entered into.
- 12. Unless the Recipient submits a request to retain unexpended Grant, that is approved pursuant to clause 13, the Recipient shall, within sixty (60) days of the termination of this Agreement, repay the Government of Alberta such part of the Grant not actually used and applied or committed for the purposes of this Agreement as at the termination of this Agreement.
- 13. The Recipient may request approval from the Minister in writing for retention of unexpended Grant. Such a request must be submitted to the Minister's Representative. The request should identify the amount of the unexpended Grant, the proposed budget allocation and the time frame in which the unexpended Grant will be used. The request must be submitted and approved within sixty (60) days of the termination date of this Agreement. At his sole discretion, the Minister may approve retention of unexpended Grant and such approval, if granted, may be subject to any further conditions prescribed by the Minister including, but not limited to, submission of a further supplementary report.

PUBLICATION, DISSEMINATION AND RELEASE OF INFORMATION

14. The Recipient acknowledges that this Agreement and all reports and other records submitted to the Minister will be subject to the access and disclosure provisions of the *Freedom of Information and Protection of Privacy Act*.
15. Subject to any applicable laws, the Recipient shall allow the Minister access to or provide copies to the Minister of any data or information acquired, collected or produced under this Agreement.

REPRESENTATIVES

16. The Minister designates the 9-1-1 Program Manager with the Alberta Emergency Management Agency to be the Minister's representative to maintain a continuing liaison with the Recipient in matters relating to this Agreement.
17. The Recipient designates the Chief Administrative Officer of Parkland County to be the Recipient's representative to maintain a continuing liaison with the Minister in matters relating to this Agreement.

NOTICE

18. Any notice to be made under this Agreement is to be:
 - (a) made in writing, and is effective when delivered to the address or transmitted by fax to the fax number, as follows:

The Minister: Alberta Emergency Management Agency
 14515 - 122 Avenue NW
 Edmonton, Alberta T5L 2W4

Attention: 9-1-1 Program Manager
 Telephone: 780-422-9000
 Fax 780-422-1549

The Recipient: Parkland County
 53109A Hwy 779
 Parkland County, Alberta T7Z 1R1

Attention: Chief Administrative Officer
 Telephone: 780-968-8888
 Fax 780-968-8413

The parties respectively designate for the time being, the individuals identified in this clause as having authority to give notice, and notice given by these individuals is binding on the party giving the notice.

- (b) Either party may change its information in clause 18(a) by giving notice to the other in the manner described in clause 18(a).
- (c) Any notice personally served or sent by fax shall be deemed received when actually delivered or received, if delivery or fax transmission is on a Business Day, or if not on a Business Day, on the following Business Day.

INDEMNITY

- 19. The Recipient agrees to indemnify and hold harmless the Minister, the Minister's employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly, out of any act or omission of the Recipient or its employees or agents, with respect to carrying out the purposes of this Agreement.

AMENDMENT

- 20. The parties may amend this Agreement only by mutual written agreement signed by both parties; however, the Minister or his designate may add to, delete, vary or amend Schedule A- the Program Guidelines by giving notice to the Recipient in accordance with clause 18 of this Agreement.

TERMINATION

- 21. The Minister may terminate this Agreement without cause or reason with 30 days written notice to the Recipient and may impose conditions upon the Recipient with respect to any remaining obligations of the Recipient under this Agreement.
- 22. Upon the receipt of notice of termination, the Recipient shall only use the Grant to pay reasonable wind-down costs and committed expenses. Immediately upon termination of this Agreement, the Recipient shall repay all of the Grant or a portion of the Grant to the Government of Alberta. The amount of the Grant that must be repaid under this section shall be determined by the Minister.

GENERAL

- 23. The parties agree that Schedules forms part of the Agreement, but in the event of a conflict between a provision in the schedules and a provision in the body of the Agreement, the provision in the body of the Agreement shall govern.

24. Time is of the essence of this Agreement.
25. This Agreement contains the entire agreement of the parties concerning the subject matter of this agreement and except as expressed in this Agreement, there are no other understandings or agreements, verbal or otherwise, that exists between the parties.
26. The rights, remedies and privileges of the Minister under this Agreement are cumulative and any one or more may be exercised.
27. 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 the remainder of the Agreement shall be enforceable.
28. This Agreement shall be for the benefit of and binds the successors and assigns of the parties.
29. This Agreement shall be interpreted, governed and resolved in accordance with the laws of the Province of Alberta, and the parties irrevocably attorn to the exclusive jurisdiction of the courts in the Province of Alberta.
30. The Recipient shall not assign this Agreement or any part of it without the prior written consent of the Minister.
31. The headings in this Agreement are inserted for convenience of reference only and shall not affect the meaning or construction of this Agreement.
32. In this Agreement words in the singular include the plural and words in the plural include the singular.
33. The Recipient is an independent entity and any persons engaged by the Recipient to provide goods and services in carrying out this Agreement are employees, agents, or contractors of the Recipient and not of the Minister. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment or other relationship between the Minister and the Recipient.
34. A reference to a statute or regulation or a provision thereof means the statute or regulation or provision as amended or superseded from time to time, except where otherwise expressly stated.
35. Notwithstanding any other provision of this Agreement, those clauses which by their nature continue after such termination of this Agreement shall continue after such termination, including without limitation:
 - (a) Clauses 14-15 Publication, Dissemination and Release of Information; and
 - (b) Clause 19 Indemnity

36. This Agreement may be executed in counterparts, in which case (i) the counterparts together shall constitute one agreement, and (ii) communication of execution by fax transmission or e-mailed in PDF shall constitute good delivery.

The parties have made this Agreement effective as of the date first above written.

HER MAJESTY THE QUEEN, in
Right of the Province of Alberta, as
represented by the Minister of Municipal
Affairs

Witness (or Seal)

Minister

Date

Parkland County
Name of Recipient

Witness (or Seal)

Duly Authorized Signing Officer

Date