

This is an Agreement dated _____, 2013

BETWEEN:

THE RIVER VALLEY ALLIANCE
("RVA")

- and -

PARKLAND COUNTY
("Municipality")

- A. WHEREAS the RVA has entered into agreements with both the Government of Canada ("Canada") and the Government of Alberta ("Alberta") to obtain certain funding necessary to fund various capital structures, trails and infrastructure required to connect the proposed regional park described in the *Plan of Action*;
- B. AND WHEREAS the funding to be provided by Alberta and Canada to the RVA is being provided on terms and conditions which are required to be complied with by both the RVA and other recipients;
- C. AND WHEREAS the RVA is prepared to make portions of the funding made available to it by Canada and Alberta to the Municipality if the Municipality is prepared to use such funds, and to cost share and manage the projects for which the funding is provided, in each case on terms and conditions satisfactory to the RVA, Canada and Alberta, as described in this Agreement;
- D. AND WHEREAS the Municipality is prepared to use the funding made available, and to cost share and manage the projects for which the funding is provided, in each case on the terms and conditions described in this Agreement;

THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1 – DEFINITIONS

In this Agreement:

- (1) "Agreement" means this document, including: recitals A, B, C and D, the body thereof, Schedule A, Schedule B, Schedule C, Schedule D, Schedule E and Schedule F and any amendments thereto.
- (2) "Alberta" means Her Majesty The Queen in Right of Alberta as represented by the Minister of Tourism, Parks and Recreation.
- (3) "Approved Structures" means the trails, bridges, facilities and other related infrastructure to be constructed to connect and to provide public access to, and use of, existing lands and river within the Capital Region River Valley Park as described in the *Plan of Action*.
- (4) "Canada" means Her Majesty The Queen in Right of Canada as represented by the Minister of Transport.

- (5) "Canada Agreement" means the agreement between the RVA and Canada attached as Schedule A.
- (6) "Committee" means the Agreement Management Committee established by the RVA and Canada pursuant to the Canada Agreement.
- (7) "Component" means all of the Initiatives which are to be undertaken and completed by the Municipality as described in Schedule B.
- (8) "Component Approval Date" means November 2, 2012, the date the RVA received written approval in principle from Canada related to Canada providing funding related to the *Plan of Action*.
- (9) "Contract Documents" means any agreement between the Municipality and a Contractor related to an Initiative and includes: the agreement between the Municipality and the Contractor, definitions, addenda, general conditions, issued for construction technical drawings and all other specifications and materials attached to or incorporated into the agreement.
- (10) "Contract Price" means the amount stipulated in the Contract Documents between the Municipality and the Contractor related to an Initiative.
- (11) "Costs" means all Eligible Expenditures and Ineligible Expenditures.
- (12) "Declaration of Substantial Completion" means a declaration issued by the Municipality to the RVA related to an Initiative in the form attached as Schedule D.
- (13) "Eligible Expenditures" means Costs which are eligible for reimbursement as described in the Canada Agreement.
- (14) "Events of Default" shall be as defined in Section 18 (1).
- (15) "Grant" means all money provided or to be provided to the Municipality by the RVA under the terms of this Agreement.
- (16) "Implementation Committee" means the ad hoc committee of the RVA's directors constituted pursuant to Section 50 of the RVA's "Articles" and charged with overseeing the Component.
- (17) "Ineligible Expenditures" means Costs which are not eligible for reimbursement as described in the Canada Agreement.
- (18) "Initiative" means any defined part of the Component that is described in Schedule B.
- (19) "Municipality" means the Municipality or County that is a party to this Agreement.
- (20) "*Plan of Action*" means the report entitled "*A Plan of Action for the Capital Region River Valley Park*" dated June 2007.
- (21) "Plans and Specifications" means, in relation to any Initiative, all designs, technical drawings and specifications, used to describe that Initiative.
- (22) "Substantial Completion" means in relation to an Initiative the date when commissioning and turn-over of that Initiative for its intended use(s) commenced, as supported by a Declaration of Substantial Completion.

- (23) "Tender Documents" means, in relation to any Initiative, all designs, technical drawings, specifications, tender forms, instructions to bidders, addenda, used to obtain competitive price(s) for that Initiative.
- (24) "Term" means the period of time referred to in Section 3 of this Agreement.
- (25) "Total Estimated Costs" means the estimate of total Eligible Cost referred to in Section 5 of this Agreement and set out in Schedule C.
- (26) "Total Performance" means in relation to an Initiative that the Municipality or County has fulfilled all obligations under the terms of this Agreement related to that Initiative. Initiative(s) must be totally complete, with no work remaining to be completed or corrected. Total Performance for all Initiatives shall be achieved by January 31, 2017.

SECTION 2 – INDEPENDENT STATUS

The Municipality is an independent entity under this Agreement. This Agreement does not result in the appointment or employment of the Municipality or any other person as an employee, officer or agent of the RVA nor does it create a partnership agency relationship or joint venture between the Municipality and RVA and neither party shall allege or assert for any purpose that this Agreement constitutes or creates any partnership, agency relationship or joint venture.

SECTION 3 – TERM

The RVA's obligations to provide any funding pursuant to this Agreement shall not extend beyond February 28, 2017.

SECTION 4 – TOTAL PERFORMANCE

- (1) Total Performance of all Initiatives shall be achieved by the Municipality on or before January 31, 2017.
- (2) The Municipality shall notify the RVA in writing before September 30, 2016 if any Initiative(s) will not achieve Total Performance by January 31, 2017.
- (3) A Declaration of Substantial Performance acceptable to the RVA for each Initiative must be provided to the RVA on or before January 31, 2017.

SECTION 5 – TOTAL ESTIMATED COSTS

- (1) The Total Estimated Costs for the Component and constituent Initiatives are as described in Schedule C.

SECTION 6 – PURPOSE OF GRANT

- (1) The Municipality shall use the Grant provided under this Agreement solely for undertaking and achieving Total Performance of the Component and its constituent Initiative(s).

SECTION 7 – APPROPRIATION, FUNDING AND CANADA AGREEMENT

- (1) The Municipality acknowledges that:

- (a) the funding being provided by Canada and Alberta to the RVA related to the Initiatives may be terminated and/or reduced, in whole or in part, in accordance with the provisions of either the Canada Agreement or the agreement between Alberta and the RVA;
 - (b) in certain circumstances the funding provided by Canada or Alberta related to the Initiatives may be refundable, in whole or in part;
 - (c) notwithstanding any provision to the contrary contained within this Agreement:
 - (i) the RVA's obligations to make any payment in relation to the Grant shall terminate or reduce, as the case may be, if and to the extent that funding to the RVA in relation to the Initiatives has been terminated or reduced by either or both of Canada and Alberta; and
 - (ii) if and whenever Alberta or Canada require any of the funding related to the Initiatives to be refunded or otherwise returned by the RVA, the Municipality will refund or return to the RVA the portion of that funding that was provided by the RVA to the Municipality; and
 - (d) the RVA shall not be liable for any damages (direct, indirect, consequential, exemplary or punitive), costs, losses or liabilities of whatever nature or kind, whether direct or indirect, whether in contract, tort or other basis and howsoever, suffered or incurred by the Municipality as a consequence of any reduction or termination of funding or any requirement to refund funding, in either case described above.
- (2) The RVA hereby advises the Municipality that the Canada Agreement requires the RVA to include in the Agreement various obligations, agreements and acknowledgements on the part of the Municipality in favour of both the RVA and Canada. The Municipality hereby agrees:
- (a) that in performing its obligations under this Agreement, it will perform the same in a manner which meets the requirements of the Canada Agreement;
 - (b) that this Agreement shall contain all of the provisions which the Canada Agreement requires the RVA to include in the RVA's agreements with municipalities and that the Municipality will fulfill all of the obligations imposed on it as a result of the importation of such provisions into this Agreement; and
 - (c) that the RVA and Canada shall have all the rights and benefits resulting from or associated with the provisions (including, without limitation, indemnity and limitation of liability provisions) imported into this Agreement from the Canada Agreement. In particular, it is agreed by the Municipality that Canada may directly enforce against the Municipality all of the rights afforded Canada under the provisions of the Canada Agreement imported into this Agreement to the same extent as if Canada was a party to this Agreement.

SECTION 8 – CONDITION PRECEDENT

- (1) Without limiting any other provisions in this Agreement, the Municipality agrees that the RVA has no obligations to make payments under this Agreement unless and until:
- (a) the Municipality has provided, and the RVA has accepted, confirmation that all funding required to achieve Total Performance of the particular Initiative apart from the Grant is unconditionally secured;
 - (b) the Municipality has provided, and the RVA has accepted, confirmation that all lands required to achieve Total Performance of the particular Initiative is unconditionally

secured;

- (c) the Municipality has provided, and the RVA has accepted, all documents referenced in Section 9 (1) (a) and Section 9 (1) (b), for each Initiative.
- (d) the Municipality has provided confirmation of compliance with any applicable requirements of the Canada Agreement for aboriginal consultations(s); and
- (e) the Municipality has provided confirmation of compliance with the *Canadian Environmental Assessment Act*, for each Initiative.

SECTION 9 – GRANT PAYMENTS

- (1) Subject to the Municipality complying with the terms and conditions of this Agreement, and subject to all conditions on payment in this Agreement having been fulfilled or satisfied, the RVA will provide the Municipality with a total Grant of up to \$2,469,257.00. This Grant, to the extent payable, will be paid to the Municipality as follows:
 - (a) an initial payment not exceeding \$370,018.00 for Eligible Expenditures incurred, if any, prior to award of any Contract for completion of the Initiatives. Release of the initial Grant related payment will not be made unless and until the prerequisites listed in Article 9 (2) and Article 9 (3) below have been fulfilled; and
 - (b) progress payments not exceeding a total of \$2,099,239.00, for Eligible Expenditures incurred by the Municipality during construction. Release of the progress payments is subject to the Municipality complying with the requirements of Section 11 – Initiative Monitoring and Reporting and submitting complete applications for payment using standards forms provided by the RVA. As a condition precedent to receiving the final payment of Grant related funds, a declaration of Total Performance acceptable to the RVA for each Initiative must be provided to the RVA on or before January 31, 2017.
- (2) The Municipality's application for the initial Grant related payment shall include a detailed and complete submission to the RVA, consisting of:
 - (a) a letter, signed by the Chief Financial Officer of the Municipality confirming all funding required to complete the Component and its constituent Initiatives is unconditionally secured,
 - (b) Plans and Specifications, and Tender Documents, for the Initiatives,
 - (c) copy of tender(s) recommended ("lump sum"),
 - (d) a letter, signed by the Chief Financial Officer of the Municipality confirming all land required to complete the Component and its constituent Initiatives is unconditionally secured,
 - (e) detailed cash flow, by fiscal year, for each Initiative, and
 - (f) detailed construction schedule (Gantt chart) for each Initiative.
- (3) Prior to the RVA being required to release the initial Grant related payment to the Municipality, the documents listed in Section 9 (2) above must also have been reviewed and approved by Canada.
- (4) Monthly applications for progress payments referred to in 9 (1) (b) will be reviewed by the RVA and the Agreement Management Committee and will be subject to approval by Canada.

Applications for payment must be submitted on standard forms provided by the RVA and include a complete and detailed breakdown of Eligible Expenditures, identification of any deferred amounts, and copies of Eligible Cost invoices showing date incurred and date paid.

- (5) Costs incurred prior to the Component Approval Date are ineligible for reimbursement.
- (6) If the Municipality does not achieve Total Performance of an Initiative(s), or does not comply with the terms or conditions of this Agreement, the Municipality shall return all Grant monies provided under this related to the Initiative(s).
- (7) If the Municipality does not use all Grant monies received, the Municipality shall return to the RVA the unused portion of the Grant monies.
- (8) Ineligible Expenditures, cost overruns, and costs related to the on-going operation and maintenance of the Initiative(s), shall be the sole responsibility of the Municipality.
- (9) The RVA shall not be required to make any payment after June 30 in any year, other than in the first fiscal year in which claims are submitted, unless the RVA and Canada have been able to review and approve the annual progress report and financial audit required under Schedule E for the prior fiscal year.
- (10) The RVA shall not pay or be obliged to pay a claim submitted after January 31, 2017.
- (11) The Municipality or County shall make a final claim for any payment due hereunder to the RVA on or before January 31, 2017 for each Initiative. Upon receipt of the final claim, but prior to issuing payment, the RVA, Canada, and Municipality shall jointly carry out a final reconciliation of all claims and payments in respect of the Component and make any adjustments required. The final claim must include the documentation required by Section 9(1)(b) and Section 9(4). The final claim must include a completed Declaration of Total Performance in accordance with Section 4.
- (12) Notwithstanding any other provision in this Agreement, the RVA may retain up to ten percent (10%) of the Grant and any payment related thereto until Total Performance of all Initiatives has been achieved. Any such amount retained will only be released when final reconciliation and adjustments are completed and the Municipality fulfills all obligations under this Agreement.

SECTION 10 - FINANCIAL RESPONSIBILITIES OF THE MUNICIPALITY

- (1) The Municipality shall be solely responsible for payment of costs incurred in order to achieve Total Performance of the Component including any costs that exceed the Total Estimated Costs.
- (2) Grant monies provided by the RVA shall be used by the Municipality solely to reimburse the Municipality for Eligible Expenditures incurred by the Municipality.
- (3) Funding from Canada from all sources (including funding from the Building Canada Fund under the Canada Agreement, gas tax funding, and any other federal programs) cannot exceed 50 per cent (50%) of total Eligible Expenditures for the Component and the Municipality shall advise the RVA if and whenever this threshold has or may be exceeded.
- (4) The Municipality shall promptly inform the RVA of other financial assistance received for or allocated to any Initiative(s).
- (5) The Municipality shall maintain complete financial records documenting receipt and use of Grant monies, including accounts and records of the cost of the materials, goods, services and resources funded under this Agreement, in accordance with "Canadian Generally Accepted Accounting Principles". The Municipality shall maintain the financial records during the Term of

this Agreement and for a period of six (6) years after the earlier of termination or Total Performance.

- (6) The Municipality shall produce on demand to any representative of the RVA, the Auditor General of Alberta or the Auditor General of Canada, any of the accounts, records and documents referred to in subsection (5), and shall permit those representatives to examine and audit accounts, records, and documents, and take copies and extracts of them.
- (7) Reports or audits prepared under this Agreement may be made available to the public.

SECTION 11 - MUNICIPALITY PERFORMANCE

The Municipality agrees to:

- (1) undertake and achieve Total Performance of the Initiative(s) in compliance with this Agreement;
- (2) acquire all necessary permits, licenses, agreements, registrations and authorizations required to undertake and achieve Total Performance of the Initiative(s), and to pay all applicable fees and taxes;
- (3) retain all professional design services necessary to undertake and to achieve Total Performance of the Initiative(s);
- (4) comply with applicable legislative and regulatory requirements and the terms and conditions of the Government of Alberta's "Trade Investment and Labor Mobility Agreement" (TILMA) when procuring goods and services for the Initiative(s). The Municipality shall award contracts in a manner that is transparent, competitive, and consistent with value for money principles, acceptable to Canada and, where applicable, in accordance with the *Agreement on Internal Trade* and all applicable trade agreements;
- (5) prior to undertaking construction, comply with Section 8 of this Agreement;
- (6) notify the RVA in writing no later than December 31, 2013 if an Initiative(s) is cancelled. Grant funds allocated to the cancelled Initiative(s) may be retained by the RVA and, if and where and to the extent paid to the Municipality, shall be returned to the RVA;
- (7) promptly notify the RVA in writing when the Municipality determines that there may be:
 - (a) an increase or decrease in the costs of the Initiative(s), or
 - (b) changes in the scope of the Initiative(s), or
 - (c) delays or other impediments in achieving Total Performance;
- (8) comply with applicable labor and human rights legislation, policies, directives, and rulings; and
- (9) provide the RVA, Canada, Alberta and their designated representatives with reasonable and timely access to Initiative related sites and facilities and any related documentation for the purposes of audit, inspection, monitoring, evaluation, and ensuring compliance with this Agreement.

SECTION 12 - REPORTING

- (1) The Municipality agrees to comply with requirements of Schedule E of this Agreement.
- (2) The Municipality shall provide the following reports to the RVA:

- (a) quarterly progress reports (in the form attached as Schedule F) documenting (for each Initiative):
 - (i) overall status;
 - (ii) progress related to the design (or construction);
 - (iii) scope changes;
 - (iv) detailed update on Schedule C (Total Estimated Costs / Cash Flow), including variations and the intended course of action;
 - (v) projected Costs vs. expended Costs vs. Cost to complete;
 - (vi) status of the design (or construction) schedule measured to a baseline;
 - (vii) identification of tasks behind schedule;
 - (viii) overview of the status of any environmental issues and monitoring requirements related to the Initiative, both expected and unexpected, and the proposed mitigation strategies to address these concerns; and
 - (ix) areas of concern on risk factors and proposed mitigation strategies affecting the schedule or the budget of the Initiative;
 - (b) detailed final report (in a form approved by the RVA) approved by the Municipality's Senior Financial Officer, submitted no later than fifteen (15) days after achieving Total Performance, which report shall:
 - (i) confirm the date Total Performance was achieved;
 - (ii) reconcile incurred Eligible Expenditures vs. Grant related payments received; and
 - (iii) contain a declaration of Substantial Performance certified by both the provincially registered design professional who was the design professional of record for the Initiative(s) and the Municipality's or County's Senior Financial Officer; and
 - (c) any other reports requested by the RVA or Canada;
- (3) The Municipality shall promptly notify the RVA's representative of any unusual or unforeseen conditions or developments that may negatively impact the Initiative(s).

SECTION 13 - RETENTION OF LAND AND ASSETS

- (1) Each of Canada's and Alberta's contribution to the Grant to be made under this Agreement is conditional upon the Municipality being responsible for ensuring the implementation, operation, maintenance, and repair of any improvements resulting from its Initiatives, to appropriate standards, for the full lifecycle of such improvements.
- (2) If and whenever the Municipality sells, leases, or otherwise disposes of directly or indirectly, any lands or asset in relation to which Grant monies were applied, within twenty-five (25) years after the Total Performance of the Initiative, other than in favour of Canada or Alberta, the Municipality shall be required to reimburse the RVA for the Grant monies received for the Initiative to the extent required by either the RVA or Canada.

SECTION 14 – REPRESENTATIVES

- (1) The RVA's representative of this Agreement is the Executive Director, or other designate.
- (2) The Municipality's representative of this Agreement is Dave Cross, or other designate.

SECTION 15 - AGREEMENT MANAGEMENT COMMITTEE

- (1) The establishment and operation of the Agreement Management Committee is a requirement of the Canada Agreement and that committee will consist of members from the RVA and Canada.
- (2) The Agreement Management Committee's Mandate is to:
 - (a) review Contract related procedures;
 - (b) monitor the progress of Initiatives;
 - (c) review reports, cash flows, and the status of claims;
 - (d) amend schedules for changes that are not significant;
 - (e) ensure all terms and conditions and all schedules of this Agreement and the Canada Agreement are implemented in accordance with this Agreement and the Canada Agreement;
- (3) Changes to a Component proposed by the Municipality shall be subject to the following:
 - (a) the Municipality shall submit the request for a change in scope, budget, or schedule, to the RVA's Executive Director for review. The supporting documents must include detailed descriptions of the approved Initiative and highlight and explain in detail (scope, budget, schedule, quality, risk) the proposed change(s);
 - (b) the RVA's Executive Director will submit the request for change supporting documents to the RVA's Implementation Committee for review;
 - (c) the RVA's Implementation Committee will submit the request for change supporting documents together with their recommendation to the Agreement Management Committee for review and decision;
 - (d) if the Agreement Management Committee supports the proposed change, they will forward their recommendation to Canada for final review and approval;
 - (e) where the change is approved by Canada, whichever of the following is applicable will apply:
 - (i) for insignificant changes to the Component the committee co-chairs will execute the corresponding amendment to this Agreement; or
 - (ii) for significant changes to the Component the RVA and Canada' appropriate representatives will execute the corresponding amendment to their Agreement.
 - (f) Canada will, at its sole discretion, determine whether a proposed change is significant or insignificant.

SECTION 16 – COMMUNICATIONS

- (1) The Municipality agrees to comply with requirements of Schedule E of this Agreement and acknowledges the following information may be made publicly available by Canada:
 - (a) its name, the amount awarded by Canada, and the general nature of the Component; and
 - (b) any evaluation or audit report, and other reviews related to this Agreement.

SECTION 17 – DISPUTE RESOLUTION

- (1) The Municipality will promptly inform the RVA of potential or immediate contentious issues arising under this Agreement.
- (2) The resolution process will include:
 - (a) presenting the issue to the RVA Executive Director for review;
 - (b) if after the RVA Executive Director's review, a resolution is not agreed to, the RVA Executive Director will recommend review of the issue by the RVA's implementation committee;
 - (c) if after the RVA's implementation committee's review a resolution is not agreed to, the RVA's implementation committee will recommend review of the issue by the Agreement Management Committee;
 - (d) if after the Agreement Management Committee's review a resolution is not agreed to, the Agreement Management Committee will recommend review of the issue by Canada.
- (3) If the RVA, Municipality, and Canada cannot agree on a resolution, the RVA, Municipality, and Canada may explore any alternative dispute resolution mechanisms available to them to resolve the issue.
- (4) Any payments related to the issue in dispute will be suspended, together with the obligations related to such issue, pending resolution.
- (5) The Municipality agrees that nothing in this section will affect, alter, or modify the rights of the RVA to terminate this Agreement.

SECTION 18 – DEFAULT

- (1) Subject to 18(2), the following constitute Events of Default under this Agreement:
 - (a) the Municipality has not achieved Total Performance of the Initiatives in compliance with the terms and conditions herein;
 - (b) the Municipality has submitted false or misleading information to the RVA or made a false or misleading representation in respect of the Component, excepting any errors made in good faith, demonstration of which is incumbent on the Municipality, to the RVA's satisfaction;
 - (c) the Municipality has not complied with any condition, undertaking or term of this Agreement in respect of the Component;
 - (d) the Municipality has not complied with Section 8;

- (e) the Municipality has neglected or failed to pay the RVA any amount due in accordance with this Agreement; or
 - (f) the Municipality has failed to secure funding for the Component as required by this Agreement.
- (2) The RVA will not declare an event referred to in Section 18(1) to be an Event of Default unless the RVA has given notice to the Municipality of the occurrence of the event which in the RVA's opinion will constitute an Event of Default and the Municipality has failed, within thirty (30) days of receipt of the notice, either to remedy the Event of Default or to demonstrate, to the satisfaction of the RVA, that it has taken or is taking such steps as are necessary to remedy the Event of Default.
- (3) On the occurrence of an Event of Default the RVA may, without limiting any remedy available to it at law, exercise one or more of the following remedies:
- (a) suspend any obligation of the RVA to contribute or continue to contribute to the Eligible Expenditures incurred in respect of the Component, including any obligation to pay an amount owing prior to the date of such suspension;
 - (b) terminate any obligation of the RVA to contribute or continue to contribute to the Eligible Expenditures in respect of the Component, including any obligation to pay any amount owing prior to the date of such termination; and
 - (c) require the Municipality to reimburse the RVA all or part of the Grant provided by the RVA to the Municipality in respect of the Component.

SECTION 19 - CONFIDENTIALITY

- (1) The Municipality will treat information acquired as a result of this Agreement in strict confidence and with the care and security required to ensure that it is not disclosed or made known to any person or entity, except with the written consent of the RVA or as may be otherwise required at law.

SECTION 20 - ACCESS TO INFORMATION

- (1) The Municipality acknowledges that all documents that pertain to any Initiative shall be subject to the Freedom of Information and Protection of Privacy Act (Alberta) ("FOIP"). If the RVA receives a request for these documents, the Municipality shall forward the documents, at the Municipality's expense, to the RVA within 5 business days from the official notification by the RVA.

SECTION 21 - CONFLICT OF INTEREST

- (1) The Municipality shall not enter into any other agreement with any other person, the requirements of which will conflict with the requirements of this Agreement, or that will or may result in its interest in any other agreement and this Agreement being in conflict.
- (2) The Municipality shall ensure that the Municipality and its officers, employees and agents:
- (a) conduct their duties related to this Agreement with impartiality and if they exercise inspection or other discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring their impartiality to question,
 - (b) not influence, seek to influence, or otherwise take part in a decision of the RVA, knowing that the decision might further their private interests,

- (c) not accept any commission, discount, allowance, payment, gift or other benefit that is connected, directly or indirectly, with the performance of their duties related to this Agreement, that causes, or would appear to cause, a conflict of interest, and
- (d) have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of their duties related to this Agreement, and if such financial interest is acquired during the Term, the Municipality shall promptly declare it to the RVA.

SECTION 22 – LIMITATION OF LIABILITY

- (1) The RVA, Canada and Alberta and their officers, servants, employees or agents will not be held liable for any injury, including death, to any person or for any loss or damage to property of the Municipality or for any obligation of the Municipality, or anyone else, incurred or suffered by the Municipality their officers, servants, employees or agents arising from this Agreement.

SECTION 23 - INDEMNITY AND INSURANCE

- (1) The Municipality agrees to indemnify and hold harmless the RVA from any third party claims, demands, actions or costs related to the Component or acts or omissions related thereto, including legal costs on a solicitor-client basis, for which the Municipality is legally responsible, including those arising out of negligence or wilful acts by the Municipality or its employees, officers or agents.
- (2) The Municipality will, at the Municipality's expense and without in any way limiting the Municipality's liabilities under this Agreement, insure the Municipality's operations pursuant to this Agreement under a contract of general liability insurance, with limits of not less than \$2,000,000.00 per occurrence, insuring against bodily injury, personal injury and property damage, including loss of use.
- (3) The Municipality will provide, on request, evidence of the insurance required under Section 24(2) to the RVA in a format acceptable to the RVA.
- (4) The Municipality agrees that it is responsible for any physical damage and risk of loss to any structure constructed in relation to the Initiative both during and after construction is complete. The Municipality shall be responsible for obtaining and maintaining adequate insurance coverage for all structures constructed in relation to the Initiative.

SECTION 24 – ENVIRONMENT

- (1) The RVA and Canada have agreed that the federal Canadian Environmental Assessment Act, 2012 (CEAA, 2012) does not apply to the Component and an environmental assessment (EA) or a determination under section 67 of CEAA, 2012 is not required.
- (2) If, as a result of changes to the Component or any constituent Initiative or otherwise, Canada is of the opinion that CEAA, 2012 applies, the Municipality agrees that construction of any Initiative involved including site preparation, will not be undertaken or will be suspended and no funds or additional funds will become or will be payable by the RVA to the Municipality unless and until:
 - (a) in the case of an EA, a decision statement has been issued to the Municipality; or
 - (b) in the case of a determination under Section 67 of CEAA, 2012, Canada determines the Initiative is not likely to cause significant adverse environmental effects or is likely to cause significant adverse environmental effects that are justified in the circumstances.

- (3) For any EA or determination made under CEAA, 2012 in accordance with Section 24(2) above the Municipality will comply to the satisfaction of the RVA and Canada and at the Municipality's own expense, all conditions included in the decision statement issued under CEAA, 2012 or other conditions that Canada may require.

SECTION 25 – ABORIGINAL CONSULTATION

The Municipality agrees that:

- (1) no construction will occur, and the RVA has no obligation to reimburse for Eligible Expenditures until Canada is satisfied that any legal duty to consult with, and where appropriate, to accommodate, aboriginal groups has been met.
- (2) it will consult with aboriginal groups that might be affected by the Component, explain the Component to them, and will provide a report to the RVA, which includes:
 - (a) a list of all aboriginal groups contacted;
 - (b) a summary of all communications to date with the aboriginal groups, indicating which groups support or object to the Component, and whether their positions are final, preliminary, or conditional in nature;
 - (c) a summary of any issues or concerns that the aboriginal groups have raised and an indication of how the Municipality has addressed or proposes to address those issues or concerns; and
 - (d) any other information the RVA may deem appropriate.
- (3) The RVA will submit the Municipality's report to Canada for review and approval.
- (4) If, as a result of changes to the Component or otherwise, Canada should determine that further consultation is required, the Municipality will work to ensure the legal duty to consult, and where appropriate, to accommodate, is met to Canada's satisfaction.

SECTION 26 - NOTICES

- (1) All notices, statements, invoices, payments or other communications required or permitted to be given or submitted by one party to the other under this Agreement shall be in writing and either personally delivered, or sent by pre-paid registered mail or facsimile transmission, to the office of the addressee provided below. Any notice sent by facsimile shall be deemed to have been received upon confirmation of its receipt by the receiving party. Any notice sent by pre-paid registered mail shall be deemed to have been received on the third business day from the date of mailing.

For the RVA: Executive Director
River Valley Alliance
P.O. Box 2359
Edmonton AB T5J 2R7
Fax: 780-401-7074

For the Municipality: Parkland County
5310A Hwy 779
Parkland County, T7Z 1R1
Fax: 780-968-8403

- (2) Each party will give the other party notice in writing of any change in address.

SECTION 27 - GENERAL

- (1) This Agreement is to be governed by the laws and courts of Alberta. The terms and conditions of this Agreement are severable to the extent that any one which may be contrary to the laws of Alberta but every other term and condition will remain valid.
- (2) Time is of the essence in the Agreement.
- (3) A waiver of any breach of a term or condition of this Agreement will not bind the party giving it unless it is in writing. A waiver which is binding will not affect the rights of the party giving it with respect to any other or future breach.
- (4) Each party warrants that it has the authority to enter into this Agreement and that this Agreement does not contravene any law or agreement to which it is subject.
- (5) The Agreement is binding on the RVA's and Municipality's respective successors and permitted assignees.
- (6) The Municipality shall not assign this Agreement without the prior written consent of the RVA.
- (7) If any term or condition in any Schedule attached to this Agreement is in conflict with a term or condition in the body of the Agreement, the term or condition in the body of the Agreement will prevail.
- (8) This Agreement embodies the entire agreement between the RVA and the Municipality.
- (9) The Municipality will comply with the Workers' Compensation Act as applicable.
- (10) The Municipality acknowledges its responsibility under the Occupational Health and Safety Act for the Component, and as a condition of this Agreement, agrees to comply with that Act and its regulations.
- (11) The RVA and the Municipality may mutually agree in writing to amend any term or any condition of this Agreement.

(remainder of page left intentionally blank)

THIS AGREEMENT HAS BEEN EXECUTED by the RVA and the Municipality as of the date at the beginning of this Agreement.

RIVER VALLEY ALLIANCE

WITNESS

CHAIR, THE RIVER VALLEY ALLIANCE

WITNESS

EXECUTIVE DIRECTOR, THE RIVER VALLEY ALLIANCE

PARKLAND COUNTY

WITNESS (if no corporate seal)

Per: _____
Name:

WITNESS (if no corporate seal)

Per: _____
Name:
(affix corporate seal)

SCHEDULE A
CANADA AGREEMENT
(see attached)

CANADA – RIVER VALLEY ALLIANCE
BUILDING CANADA FUND – MAJOR INFRASTRUCTURE COMPONENT
AGREEMENT FOR CAPITAL REGION RIVER VALLEY PARK – CONNECTIVITY PHASE
PROJECT
2013-2014 / 2016-2017

This contribution agreement is made as of the date of last signature

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as represented by the President of the Queen's Privy Council for Canada, Minister of Infrastructure, Communities and Intergovernmental Affairs ("Canada")

AND **The River Valley Alliance**, legally incorporated under Part 9 of Alberta's *Companies Act*, having its head office at Edmonton, in the Province of Alberta, represented by Christopher Sheard, Chair (the 'Recipient'),

individually referred to as a "Party" and collectively referred to as the "Parties".

WHEREAS the Government of Canada established the \$33 billion Building Canada (the "Plan") under Budget 2007 that includes a comprehensive and integrated suite of infrastructure initiatives and that delivers on the commitment made in Advantage Canada, Canada's strategic long term plan designed to improve Canada's economic prosperity, by announcing a plan for infrastructure consistent with the fiscal balance consultations;

AND WHEREAS the Minister of Infrastructure, Communities and Intergovernmental Affairs is responsible for the Program entitled the Building Canada Fund – Major Infrastructure Component (hereinafter "BCF-MIC" and/or "Program");

AND WHEREAS the Recipient has submitted to Canada a proposal for the funding of the Project which qualifies for support under the BCF-MIC;

AND WHEREAS the Recipient is responsible to ensure the Project is carried out and Canada wishes to provide financial support for the Project and its objectives;

AND WHEREAS the Recipient is duly authorized to execute this Agreement by Resolution of its Board of Directors, dated May 8, 2013;

NOW THEREFORE, in accordance with the mutual covenants and agreements herein, the Parties hereby agree as follows:

1. INTERPRETATION

1.1 DEFINITIONS

In addition to the terms defined in the recitals and elsewhere in this Agreement, a capitalized term has the meaning given to it in this Section.

"Agreement" means this contribution agreement and all schedules, as may be amended from time to time.

"Agreement End Date" means March 31, 2017.

"Committee" means the Agreement Management Committee established pursuant to Section 5.1 (Establishment).

"Contract" means an agreement between the Recipient and a Third Party or between a Municipality and a Third Party whereby the Third Party agrees to supply a product or service to the Project in return for financial consideration.

"Effective Date" means the date of the last signature of this Agreement.

"Eligible Expenditures" means those costs of the Project incurred and paid by the Recipient and eligible for reimbursement by Canada as set out in Schedule A (Eligible and Ineligible Expenditures).

"Final Claim Date" means the earlier of eighteen months after the Substantial Completion Date of the Project and January 31, 2017.

"Fiscal Year" means the period beginning April 1 of a year and ending March 31 of the following year.

"Fixed Asset" means any non-movable asset, purchased, constructed, rehabilitated or improved, in whole or in part, with funds contributed by Canada under the terms and conditions of this Agreement.

"Fixed Asset Disposal Period" means the period commencing from the Effective Date and ending twenty-five (25) years after the Project Completion Date.

"Initiative" means a part of the Project as described in Schedule B (The Project).

"In-Kind Contribution" means non-monetary goods and services for which fair value is assigned but for which no payment occurs.

"Municipality Agreement" means the agreement entered into by the Recipient and a Municipality to support the completion of an Initiative by the Municipality.

"Municipality" means any or all of the municipalities that are both a shareholder in the River Valley Alliance and committed to carrying out an Initiative as indicated in Schedule B (The Project). For greater certainty, the Municipalities are:

- Town of Devon;
- Parkland County;
- City of Edmonton;
- Strathcona County;
- City of Fort Saskatchewan; and
- Sturgeon County.

"Project" means the infrastructure project as described in Schedule B (The Project).

"Project Approval Date" means November 2, 2012, which is the date indicated by Canada in writing to the Recipient following Canada's approval in principle of the Project.

"Project Completion Date" means twelve (12) months after the Substantial Completion Date but no later than January 31, 2017.

"Project Component" means any of the components of the Project as described in Schedule B.2 (Project Components and Cash Flow).

"Substantial Completion" occurs when the Project can be used for the purpose for which it was intended.

"Substantial Completion Date" means the date as shown on the executed Declaration of Completion as set out in Schedule E (Declaration of Completion).

"Third Party" means any person or legal entity, other than a Party or a Municipality, who participates in the implementation of the Project by means of a Contract.

"Total Financial Assistance" means total Project funding from all sources, including funding from federal, provincial and municipal sources, private sources and In-Kind Contributions.

1.2 ENTIRE AGREEMENT

This Agreement comprises the entire agreement between the Parties. No prior document, negotiation, provision, undertaking or agreement in relation to the subject of the Agreement has legal effect, unless incorporated by reference into this Agreement. No representation or warranty express, implied or otherwise, is made by Canada to the Recipient except as expressly set out in this Agreement.

1.3 DURATION OF AGREEMENT

This Agreement will be effective as of the Effective Date and will terminate on the Agreement End Date, subject to early termination in accordance with this Agreement.

1.4 SCHEDULES

The following schedules are attached to, and form part of this Agreement;

Schedule A – Eligible and Ineligible Expenditures

Schedule B – The Project

Schedule B.1 – Scope of the Project

Schedule B.2 – Project Components and Cash Flow

Schedule C – Communications Protocol

Schedule D – Reporting, Audit, and Evaluation

Schedule E – Declaration of Completion

2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms and conditions whereby Canada will contribute funding to the Recipient for the Project.

3. OBLIGATIONS OF THE PARTIES

3.1 CONTRIBUTION BY CANADA

- a) Canada agrees to pay a contribution to the Recipient of not more than thirty-three and one third percent (33.33%) of the total Eligible Expenditures for the Project but only up to a maximum of thirty million dollars (\$30,000,000).
- b) Contributions by Canada will be payable in accordance with the terms and conditions of this Agreement and the Fiscal Year breakdown in Schedule B.2 (Project Components and Cash Flow).
- c) If the federal Crown's total contribution towards the Project exceeds fifty percent (50%) of the Project's total Eligible Expenditures or if the Total Financial Assistance received or due in respect of the total Project costs exceeds one hundred per cent (100%) thereof, Canada may recover the excess from the Recipient or reduce its contribution by an amount equal to the excess.
- d) The Parties acknowledge that Canada's role in the Project is limited to making a financial contribution to the Recipient for the Project and that Canada will have no involvement in the implementation of the Project or its operation. Canada is neither a decision-maker nor an administrator to the Project.

3.2 COMMITMENTS BY THE RECIPIENT

- a) The Recipient will be responsible for the complete, diligent, and timely implementation of the Project, within the costs and deadlines specified in this Agreement, and in accordance with all the terms and conditions of this Agreement. The Recipient acknowledges that Canada will not be responsible for any costs of the Project including cost overruns, if any.
- b) The Recipient will conclude a Municipality Agreement with each Municipality. Upon request by Canada, the Recipient will provide to Canada a copy of any Municipality Agreement.
- c) The Recipient will include provisions in its Municipality Agreements that require each Municipality to implement the Initiative(s) for which it is responsible in a complete, diligent and timely manner, within the costs and deadlines specified in this Agreement, and in accordance with all the terms and conditions of this Agreement.
- d) The Recipient will include provisions in its Municipality Agreement that require each Municipality to be responsible for all the costs of the Initiative(s) for which it is responsible including cost overruns, if any.
- e) The Recipient will include provisions in its Municipality Agreements that require the Municipality to be responsible for ensuring the implementation, operation, maintenance, and repair of any infrastructure investment that is the subject of the Initiative(s) for which it is responsible, as per appropriate standards, for the full lifecycle of the infrastructure.
- f) The Recipient will, upon receiving a written request from Canada asking to be provided with information from the Municipality, use all reasonable efforts to provide the requested information from the Municipality to Canada within fifteen (15) days after receiving said written request.
- g) The Recipient will inform Canada within fifteen (15) days of becoming aware of any breach by a Municipality of any provision of the relevant Municipality Agreement.
- h) The Recipient will, at its own costs, strictly enforce any material provision of its Municipality Agreements. Failure to do so may, in Canada's sole discretion, be considered an Event of Default under Section 12 (Default) of this Agreement.
- i) Canada may direct the Recipient to take one or more enforcement measures, as may be available at law or under the applicable Municipality Agreement, against a Municipality in relation to any breach by a Municipality of the applicable Municipality Agreement.

- j) The Recipient agrees that no funds will be payable by Canada to the Recipient, or the Recipient will suspend the payment of Canada's contribution to the Municipality, as the case may be, if Sections 3.2 (h) or (i) (Commitments by the Recipient) are engaged until such time that the breach by the Municipality is remedied to Canada's reasonable satisfaction.
- k) Any sums recovered following enforcement under Sections 3.2 (h) or (i) (Commitments by the Recipient) will be transferred to Canada in a proportion equivalent to the contribution paid by Canada.

3.3 DISCLOSURE OF OTHER FUNDING AND ADJUSTMENTS

- a) The Recipient will include provisions in its Municipality Agreements that require the Municipalities to inform the Recipient promptly, who will in turn inform Canada promptly, of the Total Financial Assistance received for the Project.
- b) Canada may request that the Recipient declare to Canada any amounts owing to the federal Crown, under legislation or contribution agreements, that constitute an overdue debt. The Recipient recognizes that any such amount owing is a debt due to the federal Crown and may be set-off by Canada in accordance with Section 18.5 (Set-Off by Canada).
- c) The Recipient will repay to Canada any and all disallowed costs, surpluses, unexpended contributions, and overpayments made under and according to the terms and conditions of this Agreement.

3.4 APPROPRIATIONS AND FUNDING LEVELS

Notwithstanding Canada's obligation to make any payment under this Agreement, this obligation does not arise if, at the time when a payment under this Agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for making the payment. Canada may reduce or terminate any payment under this Agreement in response to the reduction of appropriations or departmental funding levels in respect of transfer payments, the program under which this Agreement was made or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction or termination of funding.

3.5 FISCAL YEAR BUDGETING

- a) The amount of the contribution payable by Canada for each Fiscal Year of the Project is set out in Schedule B.2 (Project Components and Cash Flow).
- b) If the actual amount payable by Canada in respect of any Fiscal Year of the Project is less than the estimated amount in Schedule B.2 (Project Components and Cash Flow), the Recipient may request that Canada re-allocate the difference between the two amounts to a subsequent Fiscal Year. Subject to Section 3.4 (Appropriations and Funding Levels), Canada agrees to make reasonable efforts to accommodate the Recipient's request. The Recipient acknowledges that requests for re-allocation of Project funding will require appropriation adjustments and/or federal Crown approvals.
- c) In the event that any requested re-allocation of Project funding is not approved, the amount of Canada's contribution payable pursuant to Section 3.1 (Contribution by Canada) may be reduced by the amount of the requested re-allocation. If the contribution payable by Canada pursuant to Section 3.1 (Contribution by Canada) is so reduced, the Parties agree to review the effects of such reduction on the overall implementation of the Project and to adjust the terms and conditions of this Agreement as appropriate.

3.6 CHANGE IN PROJECT COSTS AND FUNDING

If, at any time during the term of this Agreement, one or all of the Parties determines that it will not be possible to complete construction of the Project unless one or more Municipalities expend amounts in excess of the funding available to it, the Party will immediately notify the other Party of that determination and Canada may suspend its funding obligation towards any impacted Initiative. The Recipient will, within thirty (30) days of a request from Canada, provide a summary of the measures that it proposes to remedy the shortfall. If Canada is not satisfied that the measures proposed will be adequate to remedy the shortfall, then Canada may exercise one of the remedies listed at Section 12.3 (Remedies on Default).

The Recipient will include provisions in its Municipality Agreements that require the Municipality to immediately notify the Recipient if the Municipality determines that it will not be possible to complete construction of the Project unless it expends amounts in excess of the funding available to it.

3.7 GUIDELINES

The Recipient will include provisions in its Municipality Agreements that require the Municipalities to complete the Project, or cause the Project to be completed, in accordance with the following:

- Newly constructed or materially rehabilitated buildings must meet or exceed the energy efficiency requirements of the Model National Energy Code for Building, where applicable.
- Newly constructed buildings must meet the requirements of the Canadian Standards Association Technical Standard Accessible Design for the Built Environment (CAN/CSA B651-04), where applicable.

3.8 CONDITION PRECEDENT

a) Conditions

The Recipient agrees that Canada has no obligation to make payments under this Agreement towards Eligible Expenditures of a particular Initiative unless and until:

- i. the Recipient has provided, and Canada has accepted, confirmation that all funding required to complete the particular Initiative has been secured;
- ii. the Recipient has provided, and Canada has accepted, confirmation that all land required for the successful completion of the particular Initiative has been secured;
- iii. the Recipient has provided, and Canada has accepted, confirmation of tendered cost estimates and final designs for the particular Initiative; and
- iv. the Recipient has provided, and Canada has accepted, confirmation that any required federal permits, such as *Fisheries Act* Authorizations and *Navigable Waters Protection Act* Approval, have been obtained.

b) Remedy

In the event that the Recipient is unable to meet the conditions set out in Section 3.8 (a) (Conditions) in respect of one or more Initiatives, Canada may suspend, terminate or require reimbursement of any payments made or to be made by Canada under this Agreement unless and until Canada and the Recipient agree to measures in order to address the situation. Such measures could include, without limitation, amendments to Schedule B.1 (Scope of the Project).

4. RECIPIENT REPRESENTATIONS AND WARRANTIES

The Recipient hereby represents and warrants to Canada that:

- a) the Recipient has the capacity and authority to enter into this Agreement;
- b) each Municipality has the requisite power to own the Fixed Asset(s) and Non-Fixed Asset(s) that are the subject of the Initiative(s) for which it is responsible.
- c) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms and conditions;
- d) all information submitted to Canada as set out in this Agreement is true, accurate, and was prepared in good faith and to the best of its ability, skill, and judgment. The Recipient will inform Canada immediately for any fact or event that could compromise wholly or in the part the Project;
- e) any person or legal entity that the Recipient has hired, for payment, to speak to or correspond with any employee or other person representing Canada on the Recipient's behalf, concerning any matter relating to the contribution under this Agreement or any benefit hereunder and who is required to be registered pursuant to the federal *Lobbying Act*, is registered pursuant to that Act, and that the Recipient has not and will not make a payment or other compensation to any person or legal entity that is contingent upon or is calculated upon the contribution hereunder or negotiating the whole or any part of the terms and conditions of this Agreement;

- f) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's or the Municipalities' ability to carry out the activities contemplated by this Agreement. The Recipient will inform Canada immediately if any such action or proceedings are threatened or brought during the term of this Agreement; and
- g) the Recipient is in good standing under the laws of the jurisdiction in which it is required to be registered.

5. AGREEMENT MANAGEMENT COMMITTEE

5.1 ESTABLISHMENT

- a) Within sixty (60) days of the Effective Date, the Parties will establish a Committee of four (4) members, including one Federal Co-chair and other member, and a Recipient Co-chair and other member, to administer and monitor this Agreement. The Committee will adopt written rules and procedures with respect to the conduct of the meetings and those of any sub-committees, the roles of the members, and any other relevant matters. Decisions and recommendations of the Committee must be unanimous and recorded in writing.
- b) Either Party, with the consent of the other Party, may invite representatives of any Municipality to attend the Committee meetings as an observer.

5.2 MANDATE

The Committee will:

- a) review the procedures described in Section 6 (Contract Procedures), and ensure that the principles stated therein are respected;
- b) monitor the progress of the Project;
- c) review reports as set out in Schedule D (Reporting, Audit, and Evaluation), cash flows, and the status of claims;
- d) amend Schedule E (Declaration of Completion) and the information in Schedule B (The Project) for changes that are not significant;
- e) establish sub-committees, as needed, for carrying out this Agreement;
- f) ensure that all terms and conditions and all schedules of this Agreement are implemented in accordance with this Agreement; and
- g) attend to any other function required by this Agreement or as mutually directed by the Parties.

5.3 CHANGES DURING THE LIFE OF THE PROJECT

- a) The Recipient may at any time submit to Canada a request for a change to the Project or a Project Component as described in Schedule B (The Project).
- b) Where the change is approved by Canada:
 - i. the Committee co-chairs will execute the corresponding amendment to the Agreement for insignificant changes to the Project; or
 - ii. the Parties' appropriate representatives will execute the corresponding amendment to the Agreement for significant changes to the Project.
- c) Canada will, in its discretion, determine whether the change is significant or insignificant.

6. CONTRACT PROCEDURES

6.1 AWARDING OF CONTRACTS

- a) The Recipient will ensure that all Contracts are awarded and managed in accordance with its policies and procedures; copies of same policies and procedures will be provided to the Committee within thirty (30) days of the first Committee meeting. Notwithstanding the foregoing, the Recipient will ensure that Contracts will be awarded in a way that is transparent, competitive, consistent with value for money principles, or in a manner otherwise acceptable to Canada, and if applicable, in accordance with the Agreement on Internal Trade and international trade agreements.

- b) The Recipient will include provisions in its Municipality Agreements that require each Municipality to award and manage all Contracts in accordance with the Municipality's policies and procedures; copies of same policies and procedures will be provided to the Committee within thirty (30) days of the first Committee meeting.
- c) The Recipient will include provisions in its Municipality Agreements that require each Municipality to award all Contracts in a way that is transparent, competitive, consistent with value for money principles, or in a manner otherwise acceptable to Canada, and if applicable, in accordance with the Agreement on Internal Trade and international trade agreements.
- d) If Canada determines that the Recipient or a Municipality has awarded a Contract in a manner that is not in compliance with the foregoing, upon notification to the Recipient, Canada may consider the expenditures associated with the Contract to be ineligible.

6.2 CONTRACT PROVISIONS

- a) The Recipient will ensure that all Contracts entered into by the Recipient are consistent with, and incorporate, the relevant provisions of this Agreement. More specifically but without limiting the generality of the foregoing, the Recipient agrees to include terms and conditions in all Contracts to ensure that:
 - i. the Third Party will keep proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers, in respect of the Project for at least six (6) years after the Substantial Completion Date and that the Recipient has the contractual right to audit them;
 - ii. all applicable labour, environmental, and human rights legislation is respected; and
 - iii. Canada, the Auditor General of Canada, and their designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of the Contract and any records and accounts respecting the Project and will have free access to the Project sites and to any documentation relevant for the purpose of audit.
- b) The Recipient will include provisions in its Municipality Agreements that require each Municipality to ensure that all Contracts entered into by the Municipality are consistent with, and incorporate, the relevant provisions of this Agreement. More specifically but without limiting the generality of the foregoing, the Recipient will include provisions in its Municipality Agreements that require each Municipality to include terms and conditions in all Contracts to ensure that:
 - i. the Third Party will keep proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers, in respect of the Project for at least six (6) years after the Substantial Completion Date and that the Recipient has the contractual right to audit them;
 - ii. all applicable labour, environmental, and human rights legislation is respected; and
 - iii. Canada, the Auditor General of Canada, and their designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of the Contract and any records and accounts respecting the Project and will have free access to the Project sites and to any documentation relevant for the purpose of audit.

7. CLAIMS AND PAYMENTS

7.1 PAYMENT CONDITIONS

Canada will not:

- a) make a payment after June 30 of a Fiscal Year, other than the first Fiscal Year in which claims are submitted, unless Canada has received and approved the annual progress report required under Schedule D (Reporting, Audit, and Evaluation) for the prior Fiscal Year. Canada will, within thirty (30) days of receipt, approve the report, or notify the Recipient of any deficiency;
- b) make a payment after June 30 of a Fiscal Year, other than the first Fiscal Year in which claims are submitted, unless Canada has received and approved the annual financial audit required under Schedule D (Reporting, Audit, and Evaluation) for the prior Fiscal Year. Canada will, within thirty (30) days of receipt, approve the report, or

notify the Recipient of any deficiency;

c) pay any claims:

- i. submitted after the Final Claim Date, unless otherwise accepted by Canada; or
- ii. until the requirements under Section 16 (Environment) and Section 17 (Aboriginal Consultations), if applicable, are, in Canada's opinion, satisfied to the extent possible at the date the claim is submitted to Canada; or

d) pay interest for failing to make a payment under this Agreement.

7.2 PROGRESS CLAIM

- a) The Recipient will submit progress claims no more frequently than monthly to Canada, unless otherwise agreed, covering the Recipient's Eligible Expenditures and in a form acceptable to Canada. Each progress claim must include the following:
 - i. certification by the Recipient Co-chair or a senior official designated in writing by the Recipient as to the accuracy of the information submitted in support of the claim;
 - ii. any reporting requirements in accordance with Schedule D (Reporting, Audit, and Evaluation) that may be due at the time the claim is submitted to Canada;
 - iii. breakdown of Eligible Expenditures claimed, by Project Component in accordance with Schedule B.2 (Project Components and Cash Flow);
 - iv. identification of any deferred payment amounts; and
 - v. for each Eligible Expenditure, a copy of the corresponding invoice and identification of: the date on which the Eligible Expenditure was incurred, the date on which the Eligible Expenditure was paid, and the category of Eligible Expenditures in Schedule A (Eligible and Ineligible Expenditures) to which each Eligible Expenditure corresponds.
- b) Canada will make a payment upon review and acceptance of a progress claim.

7.3 FINAL CLAIM

The Recipient will submit a final claim to Canada by the Final Claim Date covering the Recipient's Eligible Expenditures incurred and paid and in a form acceptable to Canada. The final claim must include the following:

- a) all information required under Section 7.2 (Progress Claim);
- b) confirmation of the Total Financial Assistance in accordance with Section 3.3 (a) (Disclosure of Other Funding and Adjustments);
- c) a completed Declaration of Completion in accordance with Section 7.6 (Declaration of Completion); and
- d) upon request by Canada, any of the documents referenced in Schedule E (Declaration of Completion).

7.4 FINAL ADJUSTMENTS

Upon receipt of the final claim, but before issuing the final payment, the Parties will jointly carry out a final reconciliation of all claims and payments in respect of the Project and make any adjustments required in the circumstances.

7.5 RETENTION OF CONTRIBUTION

Canada may retain up to ten percent (10%) of its contribution under this Agreement. Any amount retained by Canada will be released by Canada when the final adjustments have been completed under Section 7.4 (Final Adjustments) and the Recipient fulfills all of its obligations under this Agreement.

7.6 DECLARATION OF COMPLETION

- a) The Declaration of Completion required pursuant to Section 7.3 (c) (Final Claim) will be in the form substantially prescribed in Schedule E (Declaration of Completion). In order to be acceptable by Canada, the Declaration of Completion must list all relevant documents as may be determined by Canada prior to the Final Claim Date. Such determination will be made by Canada in consultation with the Recipient. Prior to

executing the Declaration of Completion, the Recipient will request confirmation from Canada that the Declaration of Completion lists all relevant documents as determined by Canada. Canada will provide such confirmation in writing.

- b) The Recipient will include provisions in its Municipality Agreements that require each Municipality to work with the Recipient to determine and confirm the list of all relevant documents and to provide the relevant documents to the Recipient as required.

8. REPORTING, AUDIT, AND EVALUATION

- a) The Parties agree that auditing, reporting, and evaluation requirements will be undertaken and completed in accordance with Schedule D (Reporting, Audit, and Evaluation).
- b) Subject to Section 8 (d) (Reporting, Audit, and Evaluation), the Recipient is responsible for requesting and managing the undertaking of all audits of the Project and delivering them in the timeframe set out in this Agreement. All audits will be carried out at the Recipient's expense but are recognized as Eligible Expenditures under Schedule A (Eligible and Ineligible Expenditures).
- c) The Recipient will keep proper and accurate financial accounts and records, including but not limited to its Contracts, invoices, statements, receipts, and vouchers, in respect of the Project for at least six (6) years after the Substantial Completion Date.
- d) The Recipient agrees that the Auditor General of Canada may, at Canada's cost, after consultation with the Recipient, conduct an inquiry under the authority of Section 7.1(1) of the federal *Auditor General Act* in relation to the use of funds. For the purposes of any such inquiry undertaken by the Auditor General of Canada, the Recipient will provide, upon request and in a timely manner, to the Auditor General of Canada or its designated representative:
 - i. all records held by the Recipient, its agents, or Third Parties relating to this Agreement and the use of the funds; and
 - ii. any further information and explanations as the Auditor General of Canada or its designated representative may request relating to this Agreement or the use of the funds.
- e) The Recipient agrees to ensure that prompt and timely corrective action is taken in response of any audit findings and recommendations conducted in accordance with this Agreement.
- f) The Recipient will include provisions in its Municipality Agreements to ensure that each Municipality conforms with, and is subject to, the requirements of Sections 8 (c), (d) and (e) (Reporting, Audit, and Evaluation).

9. ACCESS

The Recipient will provide Canada, the Auditor General of Canada, and their designated representatives with reasonable and timely access to the Project sites, facilities and any documentation for the purposes of audit, inspection, monitoring, evaluation, and ensuring compliance with this Agreement.

The Recipient will include provisions in its Municipality Agreements that require each Municipality to provide Canada, the Auditor General of Canada, and their designated representatives with reasonable and timely access to the Project sites, facilities and any documentation for the purposes of audit, inspection, monitoring, evaluation, and ensuring compliance with this Agreement.

10. COMMUNICATIONS

- a) The Parties will comply with Schedule C (Communications Protocol).
- b) The Recipient acknowledges that the following may be made publicly available by Canada:
 - i. its name, the amount awarded by Canada, and the general nature of the Project; and
 - ii. any evaluation or audit report, and other reviews related to this Agreement.
- c) The Recipient will include provisions in its Municipality Agreements to ensure each

Municipality complies with Schedule C (Communications Protocol) and acknowledges that the following information may be made publicly available by Canada:

- i. its name, the amount awarded by Canada, and the general nature of the Project; and
- ii. any evaluation or audit report, and other reviews related to this Agreement.

11. DISPUTE RESOLUTION

- a) The Parties will keep each other informed of any issue that could be contentious by exchanging information.
- b) If a contentious issue arises, the Co-Chairs will examine it together and will, in good faith and reasonably, attempt to resolve potential disputes within the Committee as soon as possible and in any event within twenty (20) business days within receipt of notice of such contentious issue. Where the Co-Chairs cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within ninety (90) days.
- c) Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the issue.
- d) Any payments related to the issue in dispute will be suspended, together with the obligations related to such issue, pending resolution.
- e) The Parties agree that nothing in this section will affect, alter, or modify the rights of Canada to terminate this Agreement.

12. DEFAULT

12.1 EVENTS OF DEFAULT

The following constitute Events of Default under this Agreement:

- a) the Recipient has not completed the Project on the terms and conditions herein;
- b) the Recipient has submitted false or misleading information to Canada or made a false or misleading representation in respect of the Project, except for an error in good faith, demonstration of which is incumbent on the Recipient, to Canada's satisfaction;
- c) the Recipient has not complied with any condition, undertaking or term of this Agreement in respect of the Project;
- d) the Recipient has not complied with Sections 3.8 (Condition Precedent), 16 (Environment), and 17 (Aboriginal Consultations) in respect of the Project;
- e) the Recipient has neglected or failed to pay Canada any amount due in accordance with this Agreement in respect of the Project;
- f) the Recipient becomes insolvent, commits an act of bankruptcy, takes the benefit of any statute relating to bankrupt and insolvent debtors, or goes into receivership or bankruptcy;
- g) the Recipient is wound up or dissolved; or
- h) the Recipient has failed to secure funding for the Project as required for this Agreement.

12.2 DEFAULT

- a) Canada will not declare that a default has occurred unless Canada has given notice to the Recipient of the event which in Canada's opinion constitutes an Event of Default and the Recipient has failed, within thirty (30) days of receipt of the notice, either to remedy the Event of Default or to demonstrate, to the satisfaction of Canada, that it has taken such steps as are necessary to remedy the Event of Default, and has notified Canada of the rectification.
- b) Notwithstanding Section 12.2 (a) (Default), the occurrence of any of the Events of Default listed at Sections 12.1 (g) or (h) (Events of Default) will automatically trigger a default under this Agreement, without any further notice to the Recipient.

12.3 REMEDIES ON DEFAULT

- a) In the event of default under this Agreement, Canada may, without limiting any remedy available to it at law, exercise one or more of the following remedies:

- i. suspend any obligation by Canada to contribute or continue to contribute to the Eligible Expenditures in respect of the Project, including any obligation to pay an amount owing prior to the date of such suspension;
 - ii. terminate any obligation of Canada to contribute or continue to contribute to the Eligible Expenditures in respect of the Project, including any obligation to pay any amount owing prior to the date of such termination; and
 - iii. require the Recipient to reimburse Canada all or part of the contribution paid by Canada to the Recipient in respect of the Project.
- b) In the event of default under this Agreement, Canada may also require reimbursement from a Municipality of all or part of the contribution paid by Canada in respect of the Initiative(s) for which the Municipality is responsible. The Recipient will include provisions in its Municipality Agreements requiring each Municipality to agree to reimburse Canada, on demand by Canada and in the event of any default under this Agreement, any amount contributed by Canada in respect of the Initiative(s) to which the default relates.

13. LIMITATION OF LIABILITY

Subject to the federal *Crown Liability and Proceedings Act*, Canada, its officers, servants, employees or agents will not be held liable for any injury, including death to any person or for any loss or damage to property of the Recipient or Municipality or any obligation of the Recipient, a Municipality or anyone else, incurred or suffered by the Recipient or Municipality, their officers, servants, employees or agents arising directly or indirectly from one or more of the following:

- a) the Project;
- b) the performance of this Agreement or the breach of any of the terms and conditions of this Agreement by the Recipient, a Municipality or Third Party and their respective officers, servants, employees, sub-contractors or agents;
- c) the design, construction, operation, maintenance, and repair of any part of the Project;
- d) any omission or other wilful or negligent act of the Recipient, a Municipality or Third Party and their respective officers, servants, employees, sub-contractors or agents;
- e) the entering into by the Recipient, a Municipality or its officers, servants, employees or agents, of a loan, capital lease or other long term obligation in relation to the Project;
- f) any actions taken by Canada as Federal Co-chair or other federal member of the Committee pursuant to Section 5 (Agreement Management Committee);
- g) any decision of a court that prevents Canada from performing any obligation under this Agreement.

The Recipient will include provisions in its Municipality Agreements in order to limit Canada's liability as set out above.

14. INDEMNIFICATION

The Recipient will at all times indemnify and save harmless Canada, its officers, servants, employees or agents, from and against all actions, whether in contract, tort or otherwise, claims and demands, losses, costs, damages, suits or other proceedings by whomsoever brought or prosecuted in any manner based upon or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by, in connection with or arising directly or indirectly from one or more of the following:

- a) the Project;
- b) the performance of this Agreement or the breach of any of the terms and conditions of this Agreement by the Recipient, a Municipality, or Third Party and their respective officers, servants, employees, sub-contractors or agents;
- c) the design, construction, operation, maintenance, and repair of any part of the Project;
- d) any omission or other wilful or negligent act of the Recipient, a Municipality, or Third Party and their respective officers, servants, employees, sub-contractors or agents;

- e) the entering into by the Recipient or a Municipality or their officers, servants, employees or agents, of a loan, capital lease or other long term obligation in relation to the Project;
- f) any actions taken by Canada as Federal Co-chair or other federal member of the Committee pursuant to Section 5 (Agreement Management Committee) of this Agreement;
- g) any decision of a court that prevents Canada from performing any obligation under this Agreement,

except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings relate to the negligence or breach of the Agreement by an officer, servant, employee or agent of Canada in the performance of his or her duties.

The Recipient will include provisions in its Municipality Agreements in order to require Municipalities to undertake to indemnify Canada as set out above.

15. DISPOSAL OF ASSETS

- a) The Recipient will require Municipalities to notify the Recipient, and in turn the Recipient will notify Canada in writing, one hundred eighty (180) days in advance if, at any time during the Fixed Asset Disposal Period, any Fixed Asset, purchased, constructed, rehabilitated or improved, in whole or in part, with funds contributed by Canada under the terms and conditions of this Agreement, is expected to be sold, leased, encumbered, used in a manner other than as described in the Recipient's request for funding under the Program or otherwise dispose of, directly or indirectly, other than to Canada and, upon disposition, the relevant Municipality and the Recipient undertake to reimburse Canada, on demand by Canada, a proportionate amount of the funds so contributed by Canada, in the following proportion:

Prior to and up to one (1) year after the Project Completion Date, the return of the contribution for a Fixed Asset in current dollars is one hundred percent (100%); this will be reduced by four percent (4%) every year thereafter. Twenty-five (25) years after the Project Completion Date, the return of the contribution for a Fixed Asset in current dollars will be zero percent (0%).

- b) Notwithstanding the foregoing, if a Municipality takes any action described in Section 15 (b) (Disposal of Assets) during the Fixed Asset Disposal Period, based on technical or operational requirements of the Municipality, the Recipient may, at Canada's discretion and with its written approval, in lieu of the repayment set out above, require the Municipality to reinvest the proceeds from the disposed asset into an asset that replaces the disposed asset. If Canada deems the reinvestment inappropriate, the Recipient and the Municipality will be required to reimburse Canada, as per Section 15 (b) (Disposal of Assets).
- c) Notwithstanding the foregoing, if a Municipality takes any action described in Section 15 (b) (Disposal of Assets) during the Fixed Asset Disposal Period for a nominal amount, and the disposed asset remains available for its originally intended use, Canada may, at its discretion, choose to waive the remedies identified in Section 15 (b) (Disposal of Assets).
- d) Subject to Section 18.10 (Assignment), if a Municipality takes any action described in Section 15 (b) (Disposal of Assets) during the Fixed Asset Disposal Period, Canada may require the Recipient or the Municipality to assign its rights and obligations under this Agreement to the third party involved.
- e) The Recipient will include the provisions of Section 15 (Disposal of Assets) in its Municipality Agreements.

16. ENVIRONMENT

- a) The Parties agree that the federal *Canadian Environmental Assessment Act, 2012* (CEAA, 2012) does not apply to the Project and that an environmental assessment (EA) or a determination under section 67 of CEAA, 2012 are not required for the Project.
- b) If, as a result of changes to the Project or otherwise, Canada is of the opinion that CEAA, 2012 applies to the Project, the Recipient agrees, and will require the Municipalities to agree, that construction of the Project, including site preparation, will not be undertaken or will be suspended and no funds or additional funds will become or will be payable by Canada to the Recipient for the Project unless and until:

- i. in the case of an EA, a decision statement has been issued to the Recipient;
 - ii. in the case of a determination under section 67 of CEAA, 2012, Canada determines that the Project is not likely to cause significant adverse environmental effects or is likely to cause significant adverse environmental effects that are justified in the circumstances.
- c) For any EA or determination made under CEAA, 2012 in accordance with the above paragraph (b):
- i. The Recipient will comply with, and will require the Municipalities to comply with, to the satisfaction of Canada and at the Recipient's own expense, all conditions included in the decision statement issued under CEAA, 2012 or other conditions that Canada may require in coming to a determination under sub-section (b)ii.
 - ii. The Recipient will allow, and will require the Municipalities to allow, Canada and its agents, employees, servants or contractors to access and enter at any time during reasonable hours upon any real property under the ownership or control of the Recipient or a Municipality for the purpose of ensuring that any conditions and mitigation measures are implemented for the Project.
 - iii. Failure to comply with the conditions imposed by Canada, including those conditions set out in a decision statement may be a cause for default in respect of the Project in accordance with Section 12 (Default).
- d) The Recipient will include the provisions of Section 16 (Environment) in its Municipality Agreements.

17. ABORIGINAL CONSULTATIONS

The Recipient agrees that, and will require the Municipalities to agree that:

- a) No construction of an Initiative will occur and Canada has no obligation to reimburse Eligible Expenditures until Canada is satisfied that any legal duty to consult with, and where appropriate, to accommodate Aboriginal groups has been met and continues to be met.
- b) If, as a result of changes to the Project or otherwise, Canada should determine that further consultation is required, the Recipient will work with, and will require the Municipalities to work with Canada to ensure that the legal duty to consult, and where appropriate, to accommodate, is met and continues to be met to Canada's satisfaction.
- c) It will consult with Aboriginal groups that might be affected by the Project and an applicable Initiative, explain the Project and the applicable Initiative to them, including Canada's role, and will provide a report to Canada, which includes a:
 - i. list of all Aboriginal groups contacted;
 - ii. summary of all communications to date with the Aboriginal groups, indicating which groups support or object to the Project, and whether their positions are final, preliminary, or conditional in nature;
 - iii. summary of any issues or concerns that the Aboriginal groups have raised and an indication of how the Recipient has addressed or proposes to address those issues or concerns; and
 - iv. any other information Canada may deem appropriate.
- d) The Recipient will include the provisions of Section 17 (Aboriginal Consultations) in its Municipality Agreements.

18. GENERAL

18.1 SURVIVAL

The Parties' rights and obligations which, by their nature, extend beyond the termination of this Agreement, will survive any termination of this Agreement.

18.2 ACCOUNTING PRINCIPLES

All accounting terms will have the meanings assigned to them, all calculations will be made and all financial data to be submitted will be prepared, in accordance with the Generally Accepted Accounting Principles (GAAP) in effect in Canada.

18.3 DEBTS DUE TO THE FEDERAL CROWN

Any amount owed to Canada under this Agreement by the Recipient will constitute a debt due to the federal Crown, which the Recipient will reimburse Canada forthwith on demand.

18.4 INTEREST ON DEBTS DUE TO THE FEDERAL CROWN

Debts due to the federal Crown by the Recipient will accrue interest in accordance with the federal *Interest and Administrative Charges Regulations*.

18.5 SET-OFF BY CANADA

Any debt due to the federal Crown by the Recipient may be set-off against any amounts payable by Canada to the Recipient under this Agreement.

18.6 MEMBERS OF THE HOUSE OF COMMONS AND SENATE

No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement or to any benefit arising from it, that is not otherwise available to the public. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

18.7 CONFLICT OF INTEREST

No current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

18.8 NO AGENCY, PARTNERSHIP, JOINT VENTURE, ETC.

- a) No provision of this Agreement and no action by the Parties or a Municipality will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient or between Canada and a Municipality or between Canada and a Third Party.
- b) The Recipient and Municipalities will not represent themselves, including in any agreement with a Third Party, as a partner, employee or agent of Canada
- c) The Recipient will include the provisions of Sections 18.8 (a) and (b) (No Agency, Partnership, Joint Venture, Etc.) in its Municipality Agreements.

18.9 NO AUTHORITY TO REPRESENT

- a) Nothing in this Agreement is to be construed as authorizing any person, including a Municipality or a Third Party, to contract for or to incur any obligation on behalf of a Party or to act as an agent for a Party. The Recipient and Municipalities will take the necessary action to ensure that any Contract between the Recipient and any Third Party or between a Municipality and a Third Party contains a provision to that effect.
- b) The Recipient will include the provisions of Section 18.9 (a) (No Authority to Represent) in its Municipality Agreements.

18.10 ASSIGNMENT

The Recipient will not transfer or assign its rights or obligations under this Agreement without the prior written consent of Canada. Any attempt by the Recipient to assign any of the rights, duties or obligations of this Agreement without Canada's express written consent is void.

18.11 COUNTERPART SIGNATURE

This Agreement may be signed in counterpart, and the signed copies will, when attached, constitute an original agreement.

18.12 SEVERABILITY

If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between the Parties is found to be or becomes invalid or unenforceable, in whole or in part, and if both Parties agree, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

18.13 AMENDMENTS

This Agreement can only be amended in writing by the Parties.

18.14 WAIVER

A Party may waive any of its rights under this Agreement only in writing. Any tolerance or indulgence demonstrated by the Party will not constitute a waiver.

18.15 NOTICE

Any notice provided for under this Agreement may be delivered in person, sent by mail or facsimile, addressed to:

for Canada:

Assistant Deputy Minister
Programs Operation Branch, Infrastructure Canada
1100-180 Kent Street
Ottawa, ON K1P 0B6

or to such other address or facsimile number or addressed to such other person as Canada may, from time to time, designate in writing to the Recipient; and

for the Recipient:

Executive Director
The River Valley Alliance
P.O. Box 2359
Edmonton, AB
T5J 2R7

or such other address or facsimile number or addressed to such other person as the Recipient may, from time to time, designate in writing to Canada.

Such notice will be deemed to have been received, if sent by mail, when receipt is acknowledged by the other Party; by facsimile, when transmitted and receipt is confirmed; and in person, when delivered.

18.16 COMPLIANCE WITH LAWS

The Recipient will comply with all applicable laws and regulations and all requirements of regulatory bodies having jurisdiction over the subject matter of the Project. The Recipient will include provisions in its Municipality Agreements requiring Municipalities to comply with all applicable laws and regulations and all requirements of regulatory bodies having jurisdiction over the subject matter of the Project.

18.17 GOVERNING LAW

This Agreement is governed by the laws applicable in the Province of Alberta.

18.18 SUCCESSORS AND ASSIGNS

This Agreement is binding upon the Parties and their respective successors and assigns.

18.19 INTELLECTUAL PROPERTY

All intellectual property that arises in the course of the Project will vest in the Municipalities.

19. SIGNATURES

This Agreement has been executed on behalf of Her Majesty the Queen in Right of Canada by the Minister of Infrastructure, Communities and Intergovernmental Affairs, and on behalf of the Recipient by the Chair, River Valley Alliance.

HER MAJESTY THE QUEEN IN RIGHT
OF CANADA


The Honourable Denis Lebel
Minister of Infrastructure, Communities and
Intergovernmental Affairs

August 20, 2013
Date

Witnessed by:
[INSERT NAME]


Signature

August 20, 2013
Date

RIVER VALLEY ALLIANCE


Per: Christopher K. Sheard
Chair

Aug. 26, 2013
Date

I/We have the authority to bind the
Recipient.

and:
Barry C. Anderson
Executive Director


Signature

Aug 26, 2013
Date

SCHEDULE A – ELIGIBLE AND INELIGIBLE EXPENDITURES

A.1. ELIGIBLE EXPENDITURES

Eligible Expenditures will be all direct expenditures, which are in Canada's opinion properly and reasonably incurred and paid by the Recipient under a Municipality Agreement for goods or services necessary for the Project implementation. Eligible Expenditures include only the following:

- a) the capital expenditures relating to acquiring, constructing or renovating a tangible capital asset, as defined and determined according to accounting principles generally accepted in Canada;
- b) the expenditures relating to joint communication activities (press releases, press conferences, translation, etc.) and road signage recognition set out in Schedule C (Communications Protocol);
- c) all planning (including plans and specifications) and assessment expenditures specified in the Agreement such as the expenditures related to environmental planning, surveying, engineering, architectural supervision, testing and management consulting services. Canada will contribute no more than fifteen percent (15%) of its contribution to these expenditures, to a maximum of four million five hundred thousand dollars (\$4,500,000);
- d) expenditures related to engineering and environmental reviews, including environmental assessments and determinations as defined in the CEAA, 2012 and the expenditures related to remedial activities, mitigation measures and follow-up identified in any environmental reviews, assessment or determinations;
- e) expenditures related to Project-related signage, lighting, Project markings and utility adjustments;
- f) expenditures related to aboriginal consultation, including legal fees incurred to meet the federal Crown's duty to consult Aboriginal peoples;
- g) the expenditures related to developing and implementing innovative techniques for carrying out the Project;
- h) Recipient audit and evaluation expenditures as specified in the Agreement; and
- i) other expenditures that, in the opinion of Canada, are considered to be direct and necessary for the successful Project implementation and have been approved in writing prior to being incurred.

Eligible Expenditures can begin to accrue effective as of the Project Approval Date, November 2, 2012. However, all Eligible Expenditures outlined above can be reimbursed to the Recipient only following the signing of the Agreement, subject to Section 3.8 (Condition Precedent).

A.2. INELIGIBLE EXPENDITURES

The following expenditures are Ineligible:

- a) expenditures incurred prior to the formal project review and prior to the Project Approval Date, as well as any and all expenditures related to contracts signed prior to the Project Approval Date;
- b) expenditures incurred after the Project Completion Date with the exception of expenditures related to recipient audit and evaluation required pursuant to the Agreement;
- c) the expenditures related to developing a business case or proposal for funding;
- d) the expenditures related to purchasing land and associated real estate and other fees;
- e) financing charges and interest payments on loans;
- f) leasing land, buildings, equipment and other facilities, except for equipment directly related to the construction of the Project;
- g) general repairs and maintenance of a Project work and related structures, unless they are part of a larger capital expansion project tied to capital expansion;
- h) services or works normally provided by the Recipient or Municipality, incurred in the course of Project implementation, except those specified as Eligible Expenditures;
- i) the expenditures related to any goods and services which are received through donations or in-kind contributions;

- j) employee wages and benefits, overhead expenditures as well as other direct or indirect operating, maintenance and administrative expenditures incurred by the Recipient or the Municipalities, and more specifically costs relating to services delivered directly by permanent employees of the Recipient or the Municipalities, or of a Crown Corporation or corporation owned and controlled by the Recipient or the Municipalities;
- k) provincial sales tax and Goods and Services Tax or the Harmonized Sales Tax, for which the Recipient or Municipality is eligible for a rebate, and any other expenditures eligible for rebates; and
- l) legal fees, except for those incurred to meet the federal Crown's duty to consult Aboriginal peoples.

SCHEDULE B – THE PROJECT

B.1 SCOPE OF THE PROJECT

B.1.1 Project Objectives and Results

This Project supports the River Valley Alliance's *Plan of Action for the Capital Region River Valley Park* and includes the development and construction of trails, docks, and a pedestrian bridge to create land and water based access and linkages between new and existing parts of the North Saskatchewan River Valley parks system.

This Project is part of 'Phase 1' of the three phase *Plan of Action* to protect, preserve and enhance the North Saskatchewan river valley, which will culminate in an approximately 88 km, 7,300 ha, contiguous and integrated regional metropolitan park from Devon (southwest of Edmonton) to Fort Saskatchewan (northeast of Edmonton).

The Project Initiatives are vital to regional connectivity and access, as they support key land and water-based linkages in six of the seven municipalities attached to the river valley: Town of Devon; Parkland County; City of Edmonton; Strathcona County; City of Fort Saskatchewan; and Sturgeon County.

Completion of this Project will result in approximately 74 km of new and upgraded trails, along with supporting infrastructure and other connectivity and access elements such as trailheads, docks, launches, and one pedestrian bridge.

Trail work may include multi-use or granular trails, drainage and/or slope stability improvements, rest stop and/or scenic viewpoint areas, and regulatory or information signage to promote a unified visual identity along the length of the Project area. Trail alignment will be confirmed in final designs to address local environmental considerations and geographical conditions, code and bylaw requirements, permit requirements, regulatory approvals, location of utilities, and/or preferred access routes. Trailhead work may include parking, a kiosk/shelter, lighting, fencing, washrooms, signage, access for emergency vehicles, and emergency phones. Boat launches, docks and supporting infrastructure may include floating docks and moorage, vehicle parking and launch, a kiosk/shelter, lighting, fencing, washrooms, signage, access for emergency vehicles, and emergency phones. The design of the pedestrian bridge spanning the North Saskatchewan River will comply with regulatory requirements and approvals, and code requirements, and may include bridge abutment site improvements, access for emergency vehicles, light and power, emergency telephones, fencing and landscaping.

B.1.2. Component Characteristics

The Project will include the design and development of trails, connections, and supporting infrastructure in six river valley communities as described below:

Devon

Initiative 1) Trail Refurbishment (includes new Trailheads)

This initiative, connecting Devon to Parkland County, will bring existing undeveloped or informal trails up to a primary trail standard, and construct at least two new trailheads to better support river access and trail connectivity.

Parkland County

Initiative 1) Trailhead Refurbishment (Prospectors Point)

This initiative includes trailhead refurbishment at Prospectors Point Park, along with upgrading currently underdeveloped trails linking Prospectors Point Park to the proposed secondary trail (Initiative 3), which ultimately links to the proposed primary trail to Devonian Botanical Gardens (Initiative 2).

Initiative 2) Primary Trail (Devonian Gardens to Prospectors Point)

This initiative includes construction of an approximately 6 km primary multi-use trail to connect Devonian Botanical Gardens with a proposed secondary trail (Initiative 3) that will ultimately link to Prospectors Point Park (Initiative 1).

Initiative 3) Secondary Trail

This initiative includes construction of an approximately 1 km secondary trail that will link to the primary trail to Devonian Botanical Gardens (Initiative 2) and the formalized trail constructed at Prospectors Point Park (Initiative 1).

City of Edmonton

Initiative 1) West End Trails

Approximately 5 km of primary and secondary trails will be constructed to provide linkages along the river valley in southwest Edmonton. A primary trail will link the proposed Centennial/Terwillegar pedestrian bridge (Initiative 2) to the existing Fort Edmonton pedestrian bridge, and create new public access opportunities to Terwillegar Park and Fort Edmonton Park. A secondary trail will connect the west end Anthony Henday Bridge to Terwillegar Park.

Initiative 2) Centennial/Terwillegar Pedestrian Bridge

This initiative includes an approximately 280-metre pedestrian footbridge spanning the North Saskatchewan River, linking Edmonton's Centennial Valley on the north shore to Terwillegar Park on the south shore.

Initiative 3) Water Access Improvements

This initiative supports a water-based trail system to complement the land-based trail system, through development of approximately three boat launches and seven docks, and supporting infrastructure, connecting seven existing City of Edmonton parks to the North Saskatchewan River Valley parks system.

Initiative 4) Mechanized River Valley Access and Promenade

This initiative includes development of a mechanized amenity from the City's downtown to the West Rosedale flats area below, to ease accessibility issues related to the steep slope, and development of a water's edge promenade along the North Saskatchewan River's edge.

Initiative 5) East End Trail Connections

This initiative includes construction of approximately 14 km of primary and secondary trails in the east end of the City of Edmonton. The trails create connections to the existing Corporal Ainsworth Dyer Bridge in one area, and to the future Anthony Henday Bridge in a second area.

Strathcona County

Initiative 1) Secondary Trail (includes Trailhead improvements)

This initiative supports improvements to an existing trailhead and construction of a secondary trail connecting to a river valley trail to form a continuous loop.

City of Fort Saskatchewan

Initiative 1) Primary Trail (includes new Trailheads)

This initiative includes upgrades to trailheads and construction of approximately 13 km of primary trails enhancing the City's waterfront trail, and creating the opportunity for connection with Strathcona County.

Sturgeon County

Initiative 1) Primary Trail (includes New Trailhead)

This initiative includes construction of at least two trailheads and approximately 9 km of primary trail.

Initiative 2) Secondary Trail

This initiative supports construction of approximately 10 km of new secondary trail linking to the proposed primary trail (Initiative 1) providing connectivity between Fort Saskatchewan and Edmonton.

B.1.3 Boundaries

The Project generally spans an area of approximately 88 km and 18,000 acres, from Devon (southwest of Edmonton) to Fort Saskatchewan (northeast of Edmonton), along the North Saskatchewan River. Work will take place in a number of areas in the six Municipalities which are participating in the Project:

- Town of Devon;
- Parkland County;
- City of Edmonton;
- Strathcona County;
- City of Fort Saskatchewan; and
- Sturgeon County.

B.1.4 Outcomes

The Project is expected to lead to the following outcomes to be measured through quantitative

indicators approved and monitored by the Committee, such as:

- Identify the relative impact of this Project to trails included in Phase 1 of the *Plan of Action* (i.e. what is the increase in Component 1 trails as a result of this Project)
- Identify the relative impact of this Project to boat launches and docks included in Phase 1 of the *Plan of Action*.
- Identify the relative impact of this Project to water access points included in Phase 1 of the *Plan of Action*.
- Determine the increased number of neighborhoods and approximate population with increased access to a river crossing (resulting from pedestrian bridge).
- Identify the relative impact of this Project to overall completion of Phase 1 of the *Plan of Action* (i.e. completion of this Project completes approximately what percentage of Phase 1 of the *Plan of Action*).
- Identify the increased number of public access points to park and trail networks along the North Saskatchewan River Valley;

B.1.5 Project Approval Date

The Project's approval in principle was provided by the Minister of Transport, Infrastructure and Communities on November 2, 2012.

B.2 PROJECT COMPONENTS AND CASH FLOW – BCF MIC – AB CAPITAL REGION RIVER VALLEY PARK CONNECTIVITY PHASE PROJECT

Project Component	Devon Primary Trail Parkland County Trailhead Refurbishment Primary Trail Secondary Trail Edmonton West End Trails Pedestrian Bridge Water Access Improvements Mechanized Access East End Trails Strathcona County Secondary Trail Sturgeon County Primary Trail Secondary Trail Fort Saskatchewan Primary Trail	\$76,500,000	\$76,500,000	\$0	\$25,500,000	Canada	\$2,449,972	\$8,643,591	\$8,865,937	\$5,540,500	\$25,500,000
Construction						Recipient	\$4,899,945	\$17,287,183	\$17,731,872	\$11,081,000	\$51,000,000
Soft costs	Soft costs for Initiatives	\$13,500,000	\$13,500,000	\$0	\$4,500,000	Canada Recipient	\$432,348 \$864,696	\$1,525,340 \$3,050,679	\$1,564,577 \$3,129,154	\$977,735 \$1,955,471	\$4,500,000 \$9,000,000

* Recipient Total includes both Provincial grant monies and Municipal funding.
For greater certainty, Canada's total contribution cannot exceed the amount set out in Section 3.1.

SCHEDULE C – COMMUNICATIONS PROTOCOL

C.1 PURPOSE

The communications provisions of this Agreement apply to the Project. The Parties will be required to meet all relevant terms and conditions of the communications protocol set out in this schedule.

The Committee may directly or through delegation to a sub-committee, working group, agent or other representative, monitor the Parties' performance with respect to the communications provisions of this Agreement and order appropriate remedies, as it sees fit, where insufficiencies are found.

C.2 GUIDING PRINCIPLE

The key guiding principle in the conduct of communications activities for BCF-MIC is to inform Canadians, in a spirit of cooperation between the Parties about initiatives to help improve their quality of life. The purpose of these activities, to be undertaken jointly by the Parties and other contributors where appropriate, is to provide greater opportunities for open, transparent, effective, and proactive communications with Canadians by conveying information to the public on the basis of a well-planned, appropriate, continuous, and consistent approach. The activities should recognize the funding of all contributors and communicate to Canadians the benefits of the initiatives.

C.3 COMMUNICATING WITH THE PUBLIC

In keeping with the main guiding principle, the Parties may issue joint news releases and hold public events after signing the Agreement or completing important Project components. In a spirit of cooperation, the Parties will work together on planning such announcements and preparing materials that ensure all Parties receive equal prominence.

Project news releases will include quotes whenever possible from the designated representatives of the Parties. Public events can be held at the request of one or more Parties.

The Parties agree that all joint communications products produced pursuant to this Agreement will comply with the Federal Identity Program (FIP) and the *Official Languages Act* of Canada. Branding standards, protocols and graphic guidelines for public information material and signage will allow equal recognition for each Party's contributions.

C.4 ANNOUNCEMENTS

The Parties will consult with each other, fifteen (15) days in advance, about all proposed news releases, new media communications activities or public announcements relating to the project. This is to provide the Parties sufficient notice of key communications activities, and, where appropriate, the time to determine a course of action, line up principals and prepare joint material. Notwithstanding the advance notice requirement, consent will not be unreasonably withheld by the Parties if a news release or public announcement must be issued in less than fifteen (15) days as the result of unforeseeable circumstances, including matters of public safety or where an emergency response is required.

The Parties will cooperate in the organization of announcements or ceremonies. The Table of Precedence of Canada, as established by Canadian Heritage ([HTTP://WWW.PCH.GC.CA/PGM/CEEM-CCED/PRTCL/PRECEDENCE-ENG.CFM](http://www.pch.gc.ca/pgm/ceem-cced/prtcl/precedence-eng.cfm)) or other mutually agreed protocol will be respected. Messages and public statements for such events should be mutually agreed upon. The Committee or its delegate may recommend special events and ceremonies be held where and when appropriate.

Notwithstanding the above, Canada retains the right to meet its obligations to communicate to Canadians about its use of public funds and the benefits being derived from those investments through, but not limited to, project profiles, report vignettes, handout materials, project lists, maps, and new media products. The Parties will support the process to select and develop these products.

C.5 RECIPIENT'S REQUIREMENTS

The Recipient will be required to ensure the following in order to meet Canada's communications requirements:

- a) all public information material related to calls to tender will clearly and prominently indicate that the Project is receiving financial support from the Government of Canada;
- b) that federal temporary signage is provided and installed in accordance with Section C.6 (Signage) at a prominent location where there is visible activity related to an approved Project;
- c) that joint public information materials, including signage wording, will:
 - i. be in both official languages (English and French); and
 - ii. include the official designs or logos of Canada, Province Alberta, relevant Municipalities, and the Recipient, and that these official designs or logos be of equal size and occupy the same amount of space.

The Parties should notify each other at the outset of planning for communications activities. While any of the Parties may choose not to participate in any given activity, planning should proceed through consultation, so that the Parties can make informed decisions regarding their participation. Similarly, media relations should be handled in a spirit of cooperation, with due regard for time constraints.

Upon completion of a Project and where feasible, the Recipient may provide and install a plaque or permanent sign with an appropriate inscription. The design, wording and specifications of such permanent signs must respect the spirit of this agreement by including wording or the official identifiers of all parties to recognize their financial contributions. Specific wording and use of official identifiers of other contributing parties must receive approval of the other party's designated officials.

Recognizing that advertising can be an effective means of communicating with the public, any Party may, at its own cost organize an advertising or public information campaign related to the Project. However, such a campaign must respect the provisions of this Agreement. In the event of such a campaign, the sponsoring Party agrees to inform the other Parties of its intention as soon as possible, as early notice is essential for any required review process. In any event, notice must be provided a minimum of twenty (20) days before launch.

Exceptions to the Communications Protocol and the requirements set out herein are approved by the Committee or its designates.

C.6 SIGNAGE

- a) The Recipient agrees to produce and erect temporary signage acknowledging Canada's contribution to the Project. The signage will be produced in accordance with the most current design requirements provided by Canada and will be at least equivalent in size and prominence to Project signage for contributions made by other levels of government. The signage will be installed and remain in place for the duration of the Project, as feasible or at a minimum from thirty (30) days before construction activity begins until thirty (30) days after the Substantial Completion Date.
- b) The Recipient may provide and install, upon completion of the Project, where feasible, a plaque, permanent sign or other suitable marker bearing an appropriate inscription and identifiers of contributing parties. The design, wording and specifications of such permanent signs will respect federal laws, policies, and guidelines as well as the general provisions of this Agreement and must be approved by a designated federal representative.
- c) Except for signage as noted above or acknowledging the Project funding, traffic control; safety devices; contractor signage; retail signage or normal construction-related signage, no additional signage concerning the Project will be erected by any Party.
- d) Exceptions to the signage specifications and installation time frames noted herein must receive the approval of the Committee or its designates.

C.7 COMMUNICATIONS COSTS

With the exception of advertising campaigns outlined in Section C.5 (Recipient's Requirements), the costs of communication activities will follow the eligibility rules established in Schedule A (Eligible and Ineligible Expenditures).

C.8 PROJECT COMMUNICATIONS

The Recipient will submit a communications plan to the Committee showing how the Recipient intends to manage communications and provide the Parties with equal visibility. This plan should forecast: major project communications activities (e.g., temporary or permanent signage, tender notices, plans to provide contributor visibility after Project completion), and estimated expenditures for key communications activities and issue management.

C.9 DISPUTES, MONITORING AND COMPLIANCE

The Committee will monitor the Parties' compliance with this Schedule, and may, at its discretion, advise the Parties of issues and required adjustments. Should there be any disagreement or contentious issues, Section 11 (Dispute Resolution) of the Agreement will be followed.

SCHEDULE D – REPORTING, AUDIT, AND EVALUATION

REPORTING

D.1.1 ANNUAL PROGRESS REPORT

- a) The Recipient will submit an annual progress report to Canada by June 30th of each Fiscal Year.
- b) In the event that this Agreement is signed by the Parties between January 1st and June 30th, the annual progress report must be submitted to Canada by June 30th in the following Fiscal Year and must cover the period from the start of the Agreement.
- c) The annual progress report will include the following information:
 - i. general description of the Project focusing on major achievements to date;
 - ii. detailed summary information on the Project's progress;
 - iii. overview of the status of environmental issues and monitoring requirements related to the Project, both expected and unexpected, and the proposed mitigation strategies to address these concerns;
 - iv. update on outcome benefits according to performance indicators listed in Schedule B (The Project) compared to the start of the Project. The Recipient will ensure that appropriate data collection processes are in place to enable the capture and reporting of Project outcomes;
 - v. update on the Progress of Project Components listed at Schedule B.2 (Project Components and Cash Flow), including any variations to the Schedule and the intended course of action;
 - vi. areas of concern on risk factors and proposed mitigation strategies affecting the schedule or the budget of the Project;
 - vii. issues or risk factors that may affect completion of the Project as per original plans; and
 - viii. highlights of communication activities of the Project this Fiscal Year.

D.1.2 FINAL REPORT

The Recipient will submit a final report to Canada for approval with the final claim. The final report will include:

- a) all information required under Section D.1.1 (c), covering the period from the last annual progress report to the Substantial Completion Date;
- b) a cumulative summary of the Project, which will include the following information:
 - i. an overview of the status of environmental issues and monitoring requirements related to the Project including those that may exceed the Agreement End Date;
 - ii. summary of the Project's completed outcome benefits according to performance indicators listed in Schedule B (The Project) compared to the start of the Project; and
 - iii. total expenditures for the Project by Project Component listed at Schedule B.2 (Project Components and Cash Flow).

AUDITS

D.2.1 TYPES OF AUDITS AND FREQUENCY

- a) The Recipient will submit an annual financial audit to Canada for review and acceptance; the audit will be conducted by an accredited and independent auditor in accordance with the Generally Accepted Auditing Standards by June 30th of each Fiscal Year.
- b) In addition to the annual financial audit, Canada may require the Recipient to submit to Canada, for review and acceptance, one or more compliance audits conducted by an accredited and independent auditor in accordance with the Generally Accepted Auditing Standards.
- c) Canada may also require the Recipient to submit to Canada, for review and

acceptance, an environmental audit or a technical audit or both.

- d) The audits which Canada may require pursuant to Sections D.2.1 (b) and (c) will be submitted by the Recipient at a frequency to be determined by Canada in its discretion.
- e) Canada reserves the right to undertake or cause to be undertaken, at its expense, any other audit in relation to the Project.

D.2.2 AUDIT PLANS

- a) The Recipient is responsible for establishing and implementing an audit plan which will be updated as necessary in order to take into account the Recipient's obligation to submit any audit under Section D.2.1.
- b) Canada will provide a guidance document to the Recipient in order to assist the Recipient in preparing the audit plan, which must be prepared to the satisfaction of Canada.
- c) The Committee will determine the date(s) on which the audit plan and any necessary updates will be submitted to and approved by the Committee.

D.2.3 CONTENT OF AUDITS

a) Financial Audit

The Recipient agrees that the main objective of the annual financial audit is to determine whether information has been coded correctly and presented fairly in the Project/Recipient financial statements in accordance with Generally Accepted Accounting Principles.

b) Compliance Audit

The Recipient agrees that the main objective of the compliance audit is to provide assurance that the Recipient has established and employed adequate processes to implement the Agreement and will specifically:

- i. determine whether funds were expended for the purposes intended and with due regard to economy, efficiency, and effectiveness;
 - ii. determine compliance with the Agreement;
 - iii. ensure that Project and financial information is complete, accurate and timely, in accordance with the terms and conditions of the Agreement;
 - iv. ensure that information and monitoring processes and systems are sufficient for the identification, capture, validation and monitoring of achievement of intended benefits;
 - v. assess the overall management and administration of the project;
 - vi. provide recommendations for improvement or redress; and
 - vii. ensure that prompt and timely corrective action was taken on all audit findings.
- c) The content of any other audit required by Canada will be determined by Canada on a case by case basis in consultation with the Recipient.

D.2.4 FOLLOW-UP

A report on follow-up actions taken to address recommendations and results of the audits will be submitted to Canada by the Recipient by the date set out in the audit plan.

EVALUATION

The Recipient agrees to provide Project-related information to Canada during and following the termination of the Agreement in order for Canada to conduct an evaluation of the performance of the BCF-MIC.

SCHEDULE E – DECLARATION OF COMPLETION

In the matter of the Agreement entered into between Her Majesty the Queen in right of Canada, as represented by the President of the Queen's Privy Council for Canada, Minister of Infrastructure, Communities and Intergovernmental Affairs, and River Valley Alliance (the "Recipient"), represented by _____ (Name), concerning the Capital Region River Valley Park – Connectivity Phase Project (the "Agreement").

I, _____ (Name), of the City of _____,

Province of Alberta, declare as follows:

1. I hold the position of _____ with the Recipient and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.

2.

a) I have received the following documents for the Capital Region River Valley Park – Connectivity Phase Project:

Town of Devon

- i. [LIST NAME OF RELEVANT DOCUMENT(S), e.g. Certificate of Completion, Certificate of Performance, Occupancy Permit, etc.] signed by _____ (Name), a _____ (Profession, e.g. professional engineer, professional architect or other applicable professional) for the Project.
- ii. [ADD SAME TEXT AS IN i FOR EACH PROFESSIONAL]

Parkland County

- i. [LIST NAME OF RELEVANT DOCUMENT(S), e.g. Certificate of Completion, Certificate of Performance, Occupancy Permit, etc.] signed by _____ (Name), a _____ (Profession, e.g. professional engineer, professional architect or other applicable professional) for the Project.
- ii. [ADD SAME TEXT AS IN i FOR EACH PROFESSIONAL]

City of Edmonton

- i. [LIST NAME OF RELEVANT DOCUMENT(S), e.g. Certificate of Completion, Certificate of Performance, Occupancy Permit, etc.] signed by _____ (Name), a _____ (Profession, e.g. professional engineer, professional architect or other applicable professional) for the Project.
- ii. [ADD SAME TEXT AS IN i FOR EACH PROFESSIONAL]

Strathcona County

- i. [LIST NAME OF RELEVANT DOCUMENT(S), e.g. Certificate of Completion, Certificate of Performance, Occupancy Permit, etc.] signed by _____ (Name), a _____ (Profession, e.g. professional engineer, professional architect or other applicable professional) for the Project.
- ii. [ADD SAME TEXT AS IN i FOR EACH PROFESSIONAL]

City of Fort Saskatchewan

- i. [LIST NAME OF RELEVANT DOCUMENT(S), e.g. Certificate of Completion, Certificate of Performance, Occupancy Permit, etc.] signed by _____ (Name), a _____ (Profession, e.g. professional engineer, professional architect or other applicable professional)

ii. [ADD SAME TEXT AS IN I FOR EACH PROFESSIONAL]

Sturgeon County

- i. [LIST NAME OF RELEVANT DOCUMENT(S), e.g. Certificate of Completion, Certificate of Performance, Occupancy Permit, etc.] signed by _____ (Name), a _____ (Profession, e.g. professional engineer, professional architect or other applicable professional) for the Project.
- ii. [ADD SAME TEXT AS IN I FOR EACH PROFESSIONAL]

b) Based on the above documents and the representations made to me by the professionals identified in section 2(a), I declare to the best of my knowledge and belief that the Project:

- i. has been substantially completed, as described in Schedule B.1 (Project Description) of the Agreement, dated on the _____ day of _____ 20__;
- ii. was carried out between the dates _____ (earliest start date) and _____ (latest substantial completion date).

[Insert #3, if applicable:]

3. I have received the following documents and based on these documents and representations made to me by the professionals identified below, I declare to the best of my knowledge and belief that the Project conforms with the guidelines referenced in Section 3.6 of the Agreement:

- i. [LIST NAME OF RELEVANT DOCUMENT(S), e.g. Certificate of Completion, Certificate of Performance, Occupancy Permit, etc.] signed by _____ (Name), a _____ (Profession, e.g. professional engineer, professional architect or other applicable professional) for the Project.
- ii. [ADD SAME TEXT AS IN I FOR EACH PROFESSIONAL]

[Insert #4, if applicable:]

4. I have received the following documents and based on these documents and representations made to me by the professionals identified below, I declare to the best of my knowledge and belief that the Project conforms with, as applicable, the *Canadian Environmental Assessment Act* or the *Canadian Environmental Assessment Act, 2012*:

- i. [LIST NAME OF RELEVANT DOCUMENT(S)] signed by _____ (Name), an _____ (Profession, e.g. environmental consultant or other applicable professional).
- ii. [ADD SAME TEXT AS IN I FOR EACH PROFESSIONAL]

5. All terms and conditions of the Agreement that are required to be met as of the date of this declaration have been met.

Declared at _____ (City), in Alberta
this _____ day of _____, 20_____.

(Signature)

SCHEDULE B

DESCRIPTION OF COMPONENT AND CONSTITUENT INITIATIVES

(see attached)

SCHEDULE B
DESCRIPTION OF COMPONENT AND INITIATIVES
Parkland County

PC1-01
Trailhead Refurbishment (Prospectors Point)

This initiative includes trailhead refurbishment at Prospectors Point Park, and the upgrading of underdeveloped trails linking Prospectors Point Park to the proposed secondary trail, which ultimately links to the proposed primary trail to Devonian Botanical Gardens.

PC-35
Primary Trail (Devonian Gardens to Prospectors Point)

This initiative includes construction of an approximately 6 km primary multi-use trail to connect Devonian Botanical Gardens with a proposed secondary trail (Initiative 3) that will ultimately link to Prospectors Point Park.

PC-5-01 Secondary Trail

This initiative includes construction of an approximately 1 km secondary trail that will link to the primary trail to Devonian Botanical Gardens and the formalized trail constructed at Prospectors Point Park.

End of Schedule B

SCHEDULE C

1. The Total Estimated Costs for each Initiative are as set out in the attachment.
2. The estimated cash flow requirements for each Initiative are as set out in the attachment.

SCHEDULE C

Parkland County

Projected Allocation of Costs and Cash Flow by Canada's Fiscal Year

Component	PC Number	Initiative Cost			Total Cost	Component Cost Allocation	Allocation of Component Cost by Canada's Fiscal Year					
		Soft Cost 10%	Capital Cost 80%	Total Cost 100%			2013/14	2014/15	2015/16	2016/17		
Parkland	PC1-01	\$18,750.00	\$106,250.00	\$125,000								
	PCS-01	\$72,499.95	\$410,618.05	\$483,118								
	PC35	\$464,332.00	\$7,631,118.00	\$8,095,450								
		\$535,581.95	\$1,146,986.10	\$1,682,568								
					\$3,702,083	\$1,234,628	\$2,469,257	\$1,085,625	\$1,061,433			
						Canada	\$66,666.67	\$452,275.67	\$361,875.00	\$357,111.00		
						Recipier	\$133,333.33	\$904,553.33	\$723,750.00	\$707,622.00		

End of Schedule C

SCHEDULE D

DECLARATION OF SUBSTANTIAL COMPLETION

1. The form of Declaration of Substantial Completion to be used by the Municipality is the form attached as Schedule E to the Canada Agreement.

SCHEDULE E

COMMUNICATION PROTOCOL AND AUDIT

1. The provisions of Schedule C of the Canada Agreement shall apply, mutatis mutandis, in this Agreement.
2. Without limiting any provisions in the body of the Agreement the provisions in Sections D2.1 through D2.4 of Schedule D of the Canada Agreement shall apply, mutatis mutandis, in this Agreement.

SCHEDULE F

FORM OF QUARTERLY PROGRESS REPORT

(see attached)

QUARTERLY REPORT

Submission Date: dd/mo/yr
Reporting Period: (from dd/mo/yr to dd/mo/yr)
Component:
Initiative Name:
PC No.

Overall Status: Describe the overall status of the Initiative

Progress: Describe design or construction progress (achieved) for the reporting period - completed phases, work in progress.

Scope Changes: Describe in detail the approved scope changes for this reporting period, including the reason why the scope change was required and the process used to review and implement the change.

Cash Flow: Based on the Cash Flow schedule attached to the Municipal Agreement, revise/update the cash flow below to reflect the reporting period.

Component Name	PC Number	Soft Cost 15%	Initiative Cost Capital Cost 85%	Total Cost 100%	Component Cost	Allocation	Allocation of Component Cost by Canada's Fiscal Year			
							2013/14	2014/15	2015/16	2016/17
Projected Cash Flow	PC Number									
	PC Number	\$18,750.00	\$105,250.00	\$125,000						
	PC Number	\$72,499.95	\$410,833.05	\$483,333						
	PC Number	\$464,332.80	\$2,631,219.20	\$3,095,552						
		\$555,582.75	\$3,146,302.25	\$3,703,885	\$3,703,885	Total	\$200,000.00	\$1,356,827.00	\$1,085,625.00	\$1,061,433.00
						Total Canada	\$66,666.67	\$452,275.67	\$361,875.00	\$353,811.00
						Recipient	\$133,333.33	\$904,551.33	\$723,750.00	\$707,622.00

Revised Costs (Based on net change)

PC Number	update \$	update \$	update \$	update \$
PC Number	update \$	update \$	update \$	update \$
PC Number	update \$	update \$	update \$	update \$
Total Cost	update \$	update \$	update \$	update \$
			\$3,803,855	

Cost to Date

Cost to date	update \$	update \$	update \$	update \$
Balance remaining	update \$	update \$	update \$	update \$
			\$1,248,072	
			\$2,455,583	

Schedule:

For each Initiative, attach a Gantt Schedule including various tasks, measured to a baseline. Identify completed tasks, percentage complete for tasks in progress, and tasks behind schedule.

Consultation/Monitoring: Status of consultation requirements, environmental issues, and monitoring requirements.

Risk: Areas of concern affecting the scope, schedule, budget, or cash flow, of the Initiative. Describe proposed mitigation strategies.

Quarterly Report:

Prepared by:
Reviewed by:
Approved by: