

LOCAL GOVERNMENT FISCAL FRAMEWORK OPERATING PROGRAM

MEMORANDUM OF AGREEMENT

BETWEEN:

HIS MAJESTY IN RIGHT OF ALBERTA, as
represented by the Minister of Municipal Affairs
(hereinafter called the “**Minister**”)

AND

THE COUNTY OF VERMILION RIVER in the Province of Alberta
(hereinafter called the “**Local Government**”)

(Collectively, the “**Parties**,” and each a “**Party**”)

WHEREAS the Minister recognizes the benefits of providing operating funding to assist local governments in delivering municipal services to Albertans; and

WHEREAS under the *Ministerial Grants Regulation*, Alta Reg 215/2022 the Minister is authorized to make grants and enter into agreements with respect to any matters relating to the payment of grants.

WHEREAS the Local Government and the Minister are entering into this Agreement governing the use and purpose of the grant.

NOW THEREFORE in consideration of the mutual terms and conditions hereinafter specified, **THE PARTIES AGREE AS FOLLOWS:**

Definitions

1. In this Agreement,
 - (a) “**Agreement**” means this grant funding agreement between the Parties, which may, from time to time, be amended by the Parties.
 - (b) “**Credit Items**” has the meaning ascribed to such term in the Program Guidelines.
 - (c) “**Eligible Expenditures**” means “eligible expenditures” and “eligible expenses” as described in the Program Guidelines.
 - (d) “**Funding**” means any grant funds paid by the Minister to the Local Government under this Agreement, to be used solely for Eligible Expenditures, and includes any earned interest on the said funds that may be realized by the Local Government as a result of holding or investing any or all of the funds, as well as any Credit Items reported by the Local Government.
 - (e) “**Grants Regulation**” means the Ministerial Grants Regulation, Alta Reg 215/2022, as amended from time to time.
 - (f) “**Program Guidelines**” means, unless the context requires otherwise, the Local Government Fiscal Framework Operating Program Guidelines or such other guidelines or directions applicable to the Local Government Fiscal Framework Operating Program as prescribed or determined by the Minister, as amended from time to time.

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- (g) **“Statement of Funding and Expenditures”** has the meaning ascribed to such term in the Program Guidelines.

Funding

- 2. The Minister agrees to provide Funding to the Local Government under the Local Government Fiscal Framework Operating Program, subject to the following:
 - (a) funding is subject to the appropriation of monies for the purposes of this Agreement by the Legislature of Alberta;
 - (b) funding allocations determined by the Minister as outlined in the Program Guidelines, and communicated annually to the Local Government by the Minister;
 - (c) the Parties shall execute this Agreement and the Local Government shall return an executed Agreement to the Minister prior to the Minister;
 - (d) compliance with all other payment conditions outlined in the Program Guidelines; and
 - (e) all other terms of this Agreement and the Program Guidelines.

Local Government Responsibilities

- 3. The Local Government will provide to the Minister:
 - (a) an annual Statement of Funding and Expenditures, including certification by the Local Government that it is compliant with the terms and conditions of this Agreement and the Program Guidelines;
 - (b) annual financial statements; and
 - (c) any other information requested by the Minister in relation to this Agreement or the Funding,

and where the Program Guidelines prescribe a format for any of (a)-(c), consistent with such format requirements.

- 4. The Local Government agrees to:
 - (a) accept the Funding provided under this Agreement subject to; and
 - (b) comply with,all criteria, items, terms and conditions contained in the Program Guidelines.

Termination of Agreement

- 5. The Minister may terminate this Agreement by notifying the Local Government in writing on 90 days' notice. Upon termination under this clause:
 - (a) the Local Government may use any unexpended portion of the Funding which prior to termination was formally committed to the Local Government in accordance with the Program Guidelines, regardless of whether such Funding has yet been paid to the Local Government, and
 - (b) all provisions of this Agreement shall continue to apply to the Funding in (a) as though the Agreement had not been terminated.

Debt to the Crown

- 6. If the Local Government owes an amount to the Crown in right of Alberta, the Minister may deduct from the Funding all or a portion of the amount owing.

Repayment of Funding

7. If the Local Government does not meet all its obligations under this Agreement, or uses the Funding for any unauthorized purpose, the Minister will notify the Local Government of such breach in writing and the Local Government must remedy such breach within a reasonable time in the Minister's sole discretion as so stated in the notice. If, in the opinion of the Minister, the Local Government does not remedy the breach, the Minister may require the Local Government to repay all or part of the Funding, or such lesser amount as the Minister may determine, to the Minister, or the Minister may deduct from any future Funding to the Local Government all or a portion of the amount owing.

Local Government Indemnity

8. The Local Government shall indemnify and hold harmless the Minister and the Minister's employees and agents against and from any third-party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) for which the Local Government is legally responsible in relation to the subject matter of this Agreement, including those arising out of negligence or willful acts by the Local Government or its employees, officers, contractors, or agents.

Independent Status

9. The Local Government is an independent legal entity and nothing in this Agreement is to be construed as creating a relationship of employment, agency, or partnership between the Minister and the Local Government. Neither Party shall allege or assert for any purpose that this Agreement constitutes or creates a relationship of employment, partnership, agency, or joint venture.
10. Any persons engaged by the Local Government to provide goods and services in carrying out this Agreement are employees, agents, or contractors of the Local Government and not of the Minister.

Conflicts

11. The Local Government shall not enter into any other agreement, 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.
12. The Local Government shall ensure that the Local Government and its officers, employees, and agents:
 - (a) conduct their duties related to this Agreement with impartiality and shall, 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 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
 - (c) 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 the Local Government shall promptly disclose to the Minister any such conflict of interest or apparent conflict of interest arising under this clause.

Freedom of Information and Protection of Privacy

13. The Local Government acknowledges that this Agreement may be subject to disclosure pursuant to the *Freedom of Information and Protection of Privacy Act (Alberta) (FOIP)*. The Local Government further acknowledges that *FOIP* applies to information obtained, related, generated, collected or provided to the Minister under this Agreement and that any information in the custody or under the control of the Minister may be disclosed.

General Provisions

14. This Agreement will come into effect April 1, 2024, and will be in effect until March 31, 2034, unless terminated in accordance with this Agreement.
15. The Parties may amend this Agreement only by mutual written agreement signed by the Parties.
16. This Agreement is the entire agreement between the Minister and the Local Government with respect to the Funding. There are no other agreements, representations, warranties, terms, conditions, or commitments except as expressed in this Agreement.
17. Notwithstanding any other provisions of this Agreement, those clauses of this Agreement which by their nature continue after the conclusion or termination of this Agreement shall continue after such conclusion or termination, including without limitation clauses:
 - (a) Local Government Responsibilities – Clauses 3 and 4;
 - (b) Repayment of Funding – Clause 7;
 - (c) Local Government Indemnity – Clause 8;
 - (d) Freedom of Information and Protection of Privacy – Clause 13; and
 - (e) Entire Agreement – Clause 16.
18. Any notice, approval, consent, or other communication under this Agreement shall be deemed to be given to the other Party if in writing and personally delivered, sent by prepaid registered mail, couriered or emailed to the addresses as follows:

The Minister:

c/o Director, Grant Program Delivery
Municipal Affairs
15th Floor Commerce Place
10155 - 102 Street
Edmonton AB T5J 4L4
Email: MA.LGFFoperating@gov.ab.ca

Local Government:

County of Vermilion River
PO Box 69
Kitscoty AB T0B 2P0
Attention: Chief Administrative Officer
Email: office@county24.com

Either Party may change its contact information by giving written notice to the other in the above manner.

19. This Agreement does not replace, supersede, or alter the terms of any other existing funding agreement between the Minister and the Local Government.

20. Nothing in this Agreement in any way relieves the Local Government from strict compliance with the Grants Regulation or otherwise impacts the interpretation or application of the Grants Regulation.
21. The rights, remedies, and privileges of the Minister under this Agreement are cumulative and any one or more may be exercised.
22. If any portion of this Agreement is deemed to be illegal or invalid, then that portion of the Agreement shall be deemed to have been severed from the remainder of the Agreement and the remainder of the Agreement shall be enforceable.
23. This Agreement is binding upon the Parties and their successors.
24. This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta and the Parties submit to the jurisdiction of the courts of Alberta for the interpretation and enforcement of this Agreement.
25. The Local Government represents and warrants to the Minister that the execution of the Agreement has been duly and validly authorized by the Local Government in accordance with all applicable laws.
26. The Local Government shall not assign, either directly or indirectly, this Agreement or any right of the Local Government under this Agreement.
27. 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 any future breach.
28. Time is of the essence in this Agreement.


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29. Communication of execution of this Agreement emailed in PDF format shall constitute good delivery.

The Parties have therefore executed this Agreement, each by its duly authorized representative(s), on the respective dates shown below.

HIS MAJESTY IN RIGHT OF ALBERTA, as represented by the Minister of Municipal Affairs

Signed by the
Minister of Municipal Affairs
of the Province of Alberta

Per: 
Name: Ric McIver
Title: Minister of Municipal Affairs
Date: May 29, 2024

LOCAL GOVERNMENT

Signed by a duly
authorized representative
of the Local Government

Per: _____

Name of Local Government:

Name of signatory:

Title:

Date:

Signed by a duly
authorized representative
of the Local Government

Per: _____

Name of Local Government:

Name of signatory:

Title:

Date: