

MUNICIPAL OPERATING SUPPORT TRANSFER

MEMORANDUM OF AGREEMENT (hereinafter called "the Agreement")

BETWEEN:

HER MAJESTY THE QUEEN, in right of the
Province of Alberta, as represented by the
Minister of Municipal Affairs (hereinafter called
"the Minister")

AND

Strathcona County
(hereinafter called "the Municipality")

hereinafter jointly called "the Parties"

Preamble:

WHEREAS the Municipal Operating Support Transfer represents a collaboration between the Province of Alberta and the Government of Canada to support municipalities in safely restarting their local economies;

WHEREAS the Municipal Operating Support Transfer will make operating funding available to the Municipality to use on incremental costs, and in compensation of foregone or reduced revenues, resulting from the COVID-19 pandemic;

WHEREAS under the Government Organization Act, RSA 2000 and the Municipal Affairs Grants Regulation (AR 123/2000), the Minister is authorized to make grants and to enter into an agreement with respect to any matters relating to the payment of a grant.

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

1. The preamble is incorporated as an integral part of this Agreement.
2. In this Agreement, unless the context requires otherwise, "Program Guidelines" means the guidelines for actions, events, criteria, report formats, and other directions applicable to the Municipal Operating Support Transfer as may be prescribed or determined by the Minister and as may be amended from time to time by the Minister.
3. The Parties shall execute this Agreement and the Municipality shall return an executed Agreement to the Minister prior to the Minister transferring any funds to the Municipality under this Agreement.

4. The Minister agrees to provide funds to the Municipality under the Municipal Operating Support Transfer subject to the following:
 - (i) Sufficient approved funding allocation by the Legislature;
 - (ii) Completion of any requirements as outlined in the Program Guidelines; and
 - (iii) Compliance with all other terms of the Agreement.
5. The Municipality agrees to provide to the Minister a summary of the actual expenditures of grant funding and the year-end grant balance on hand (Statement of Funding and Expenditures), including certification by the Municipality that it is in compliance with the terms and conditions of this Agreement, all in a format as prescribed in the Program Guidelines for this grant program.
6. The Municipality agrees to accept the funds provided by the Minister in accordance with the following additional terms and conditions:
 - (i) The Municipality shall maintain a separate accounting for the funds provided;
 - (ii) The Municipality shall ensure that funds provided are applied only to eligible expenditures as set out in the Program Guidelines;
 - (iii) All funds provided to the Municipality, not expended prior to March 31, 2021 shall be returned to the Government of Alberta;
 - (iv) If the municipality is found to be in contravention of the Agreement or the Program Guidelines, the municipality agrees to return all funds not spent in accordance with the Agreement or Program Guidelines to the Government of Alberta; and
 - (v) This Agreement does not replace, supersede, or alter the terms of any other existing funding Agreement between the Minister and the Municipality.
7. The Municipality shall adhere to all program eligibility criteria and other items or directions as outlined in the Program Guidelines.
8. The Municipality agrees that the funding provided under this program is for operating expenditures as outlined in the Program Guidelines.
9. The Municipality agrees to allow the Minister and/or his agents, including but not limited to, the Auditor General of Alberta, and representatives of the Province of Alberta, access to any books of accounts relating to funding and expenditures claimed under this Agreement; and any other such related documents as deemed necessary by the Minister in performing an audit of the expenditures funded under

this Agreement. All related documents shall be kept by the Municipality for a minimum of three years following completion of the program.

10. The Municipality shall indemnify and save harmless the Minister, his servants, agents and employees, from and against all actions, claims and demands arising directly or indirectly from the use of funds provided under this program, whether or not the damage arose as a result of the actions or omissions of third parties.
11. The Municipality agrees that it is not entitled to claim compensation for its costs, expenses, inconvenience or time expended in relation to the administration of the funds provided under this Agreement nor in respect to this Agreement.
12. The Parties agree to give this Agreement a fair and reasonable interpretation and, when required, to negotiate with fairness and candour any modifications or alteration thereof for the purpose of carrying out the intent of this Agreement and/or rectifying any omission in any of these provisions.
13. Notwithstanding the date for the expending of funds under section 6(iii) of this Agreement, this Agreement shall continue in effect until March 31, 2022.
14. The Agreement may be renewed or extended thereafter, for a further one (1) year period, if mutually agreed to in writing.
15. Any notice, demand or other document required or permitted to be given under the terms of this Agreement shall be sufficiently given to the party to whom it is addressed if personally delivered, sent by prepaid registered mail, or e-mailed to the addresses as follows:

The Minister: Municipal Affairs
 15th Floor, Commerce Place
 10155 – 102 Street
 Edmonton, AB T5J 4L4
 Attention: Director, Grant Program Delivery
 Telephone: 780-422-7125
 E-mail: ma.municipalstimulus@gov.ab.ca


The Municipality: Strathcona County
 2001 Sherwood Drive
 Sherwood Park, AB T8A 3W7
 Attention: Chief Administrative Officer
 Telephone: 780-464-8000
 E-mail: info@strathcona.ca

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

16. Any dispute between the Minister and the Municipality on any question of law or fact arising out of this Agreement shall be submitted to and determined by the Court having jurisdiction over this Agreement.
17. The rights, remedies and privileges of the Minister under this Agreement are cumulative and any one or more may be exercised.
18. If any portion of this Agreement is found to be illegal or invalid, then that portion of the Agreement shall be deemed to have been severed from the remainder of the Agreement and the remainder of the Agreement shall be enforceable.
19. This Agreement is binding upon the Parties and their successors.
20. The Parties agree that the laws of the Province of Alberta will govern this Agreement.

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

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

Per: 
MINISTER

Date: September 22, 2020

STRATHCONA COUNTY

Witness

Per: _____
CHIEF ELECTED OFFICIAL

Date: _____

Witness

Per: _____
DULY AUTHORIZED SIGNING OFFICER

Date: _____