

STURGEON COUNTY RUNNING TRAIL CONNECTION (IMPLEMENTATION)

CONTRIBUTION AGREEMENT

Between:

HIS MAJESTY THE KING IN RIGHT OF CANADA, as represented by the **Minister** of National Defence (“**His Majesty**”)

- and -

Sturgeon County, a municipal corporation, in the province of Alberta, with head office at 9613 – 100 Street, Morinville, in the Province of Alberta (**the County**)

Collectively referred to as the “**Parties**”

WHEREAS:

- A. CFB Edmonton, located within Sturgeon County, has a requirement to construct a connection between Sturgeon County and DND Running Trails for shared use.
- B. **The County** has expressed interest in implementing a project to design and construct changes to their municipal infrastructure, to enable connection of these Running Trails.
- C. The implementation of this project would benefit both DND and the general public of **the County**.
- D. **The County** has completed its concept design and the design has been accepted by DND.
- E. This **Agreement** will confirm that **the County** will design and construct new infrastructure as per the concept design and Substantive Cost Estimate provided by **the County**, to **the County**’s municipal standards, and to the satisfaction of **His Majesty** in accordance with the terms and conditions of this **Agreement**.
- F. Following the completion of construction of the Running Trail infrastructure, it will remain part of the municipal infrastructure of **the County**.
- G. This project supports DND’s strategic objectives and plans by encouraging cost-effective solutions. It also meets the objectives of the Capital Assistance Program that are to develop collaborative arrangements with provinces, territories and municipalities and/or their agencies to transfer and upgrade, develop or maintain infrastructure, ensure the cost-effective provision and maintenance of sustainable public utilities and community infrastructure and enhance the quality of life of members of the Canadian Forces and their dependants located at bases and wings across Canada.

NOW THEREFORE, in consideration of the mutual agreements and promises set out in this **Agreement** and subject to the terms and conditions hereinafter set out, the **Parties** agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

1.1.1 The following definitions apply to this **Agreement** unless the context otherwise indicates:

- (a) **"Agreement"** means this **Contribution Agreement** and all attached Schedules, as amended from time to time by the **Parties** in writing and in accordance with the law.
- (b) **"Agreement Date"** is the date that the last signatory signs this **Agreement**.
- (c) **"Business Day"** means a day other than Saturday, Sunday, or a statutory holiday in the Province of Alberta.
- (d) **"Contribution"** means funding provided by **His Majesty** for the purposes, and subject to the terms and conditions, specified in this **Agreement**.
- (e) **"Eligible Expenditures"** has the meaning ascribed to it in Section 7.1 of this **Agreement**.
- (f) **"Fiscal Year"** means a full calendar year the period of which starts April 1 and ends on March 31.
- (g) **"His Majesty's satisfaction"** means in the opinion of His Majesty, all **Work** has been completed to the specified standards and is functional as per the agreed upon design.
- (h) **"Independent Outside Chartered Accountant"** means an accountant who has a license authorizing him or her to practise as an accountant and who is not related to the **Parties**.
- (i) **"Ineligible Expenditures"** has the meaning ascribed to it in Section 7.2 of this **Agreement**.
- (j) **"Running Trail Infrastructure"** means the new municipal infrastructure required to extend **the County's** existing running trails to connect with DND's existing running trails.
- (k) **"Minister"** means the **Minister** of National Defence or any person duly authorized to act on his or her behalf.

- (l) “**Substantive Cost Estimate**” means an estimate of high quality and reliability based on detailed system and component design, design adaptation, work plans and drawings for components, construction or assembly, and installation. It includes acquisition, preparation and any special requirement estimates. Contingency funding requirements must be justified based on line-by-line risk assessments, including market factors, industrial capability and labour considerations. It also includes the cost of all significant and identifiable deliverables.
- (m) “**Term of this Agreement**” has the meaning ascribed to it in Section 2.
- (n) “**Work**” means the design, tender ready plans and documents (stamped construction drawings and specifications), **Substantive Cost Estimate** and the Construction of said design, to be carried out by **the County** or its contractors for the new **Running Trail Infrastructure**. Design and Construction detail reference documents are listed as **Schedule B & C**.

1.2 Accounting Terms and Principles

- 1.2.1** Unless otherwise provided or necessarily implied in this **Agreement**, all accounting and finance terms used herein shall be interpreted and applied in accordance with generally accepted accounting principles and generally accepted audit standards in Canada.

1.3 Business Day

- 1.3.1** If the day on which an act is to be performed or a payment made in accordance with this **Agreement** is not a **Business Day**, the said act or payment may be validly performed or made if it is performed or made on the next following **Business Day**.

1.4 Schedules

- 1.4.1** The Schedules attached to this **Agreement** are an integral part of this **Agreement**.

1.5 Acts, Regulations and Rules

- 1.5.1** In this **Agreement**, any reference to an Act, regulation or rule, or to a part thereof, shall, unless otherwise provided, constitute a reference to such Act, regulation or rule or to the relevant part thereof, as amended, replaced or re-enacted from time to time.

1.6 Applicable Law

- 1.6.1** This **Agreement** shall be interpreted in accordance with the applicable laws of Canada and the Province of Alberta. No stipulation in this **Agreement** shall operate to restrict, waive or derogate from the prerogative of the Federal Crown.
- 1.6.2** This **Agreement** shall be subject to the *Financial Administration Act*. Act (R.S.C., 1985, c.F-11) and the regulations and the amendments thereto.

2. TERM OF THIS AGREEMENT

2.1.1 This **Agreement** is effective from the **Agreement Date** until it is either terminated, as provided for in Section 12.1 or expires, as provided for in Section 2.2.1, and such period is the **Term of this Agreement**.

2.2 Expiry

2.2.1 This **Agreement** expires eighteen (18) months after the completion of the **Work**.

3. PURPOSE AND OBJECTIVES

3.1 Purpose

3.1.1 The purpose of this **Agreement** is to establish the terms and conditions under which the **Minister** will pay the **County** for **Eligible Expenditures** to be made by the **County** in respect of the **Work**.

3.2 Objectives

3.2.1 The **County** desires to design and construct the **Running Trail Infrastructure** as per the accepted design, to the **County's** municipal standard in accordance with the terms and conditions of this **Agreement**, and acknowledging the infrastructure belongs to the **County**, to **His Majesty's** satisfaction.

3.2.2 The **County** will construct the **Running Trail Infrastructure** and **His Majesty** will contribute towards the cost of the design and construction, on the terms and conditions set out herein.

3.2.3 On the completion of the **Work**, the **County** will incorporate the **Running Trail Infrastructure** into the **County's** municipal infrastructure and be responsible for all ongoing operation and maintenance of the infrastructure.

4. APPROPRIATION

4.1 All contribution payments under this **Agreement** are subject to there being sufficient appropriation by Parliament in respect of the **Contribution** for the **Fiscal Year** of the Government of Canada in which the payment is to be made; and payments for work not completed may be immediately reduced in amount or cancelled by **His Majesty** without penalty, bonus, interest or damages of any sort, in the event that the funding level of Minister's Department is changed by Parliament, despite anything in this **Agreement** to the contrary. In the event of the foregoing and in consideration of section 12 of this **Agreement**, the **County** may at its sole discretion terminate this **Agreement** and shall have no further obligation to proceed with the **Work**.

5. RIGHTS AND OBLIGATIONS

5.1 Rights and Obligations of the County

5.1.1 From the **Agreement Date**, the **County** agrees to perform all aspects of the **Work** and to complete the **Work** with reasonable diligence and to **His Majesty's** satisfaction in accordance with the terms and conditions of this **Agreement**, as well as exercise all reasonable best efforts to complete the **Work** prior to *31 October 2024*, or such later date as may be agreed upon by the **Parties** in writing in accordance with section 6.6.

5.1.2 **The County** agrees to comply with all laws applicable to all stages of the **Work**.

5.1.3 Subject to section 5.1.6, **the County** shall bear any and all costs required in order to complete the **Work** that are in excess of the **Contribution**.

5.1.4 **The County** agrees to keep **His Majesty** informed of the progress of the **Work** and to provide **His Majesty** with a copy of the completed **Work** as well as any subsequent modifications.

5.1.5 **The County** agrees to pay directly and fully all contractors it engages in the performance of the **Work**.

5.1.6 **The County** agrees to obtain written authorization from **His Majesty** before committing to any amount that may risk exceeding the **Contribution**, the maximum amount of which is set out in section 6.1. Such written authorization shall constitute agreement by **His Majesty** to pay all costs as per the new authorization.

5.1.7 **The County** will continue to have full responsibility for the operation, maintenance and repair of the **Running Trail Infrastructure** that is the subject of this **Agreement**, as per **the County's** municipal standards, for the full life cycle of the **Running Trail Infrastructure**.

5.2 Environment

5.2.1 **The County** shall ensure that all activities related to the **Work** comply with all federal, provincial, territorial, and municipal laws and regulations and related case law or guidelines with respect to environmental matters. **The County** will ensure the required environmental assessment is conducted as part of the Design Phase or shall provide documentation from the federal and provincial governments advising that no environmental assessment is required.

5.3 Rights and Obligations of His Majesty

5.3.1 Subject to the terms and conditions of this **Agreement**, **His Majesty** agrees to make payment to **the County** as set out in Section 6.

6. CONTRIBUTION, PAYMENT AND OTHER TERMS AND CONDITIONS

6.1 Subject to the terms and conditions set out in this **Agreement**, **His Majesty** agrees to pay to **the County** up to a maximum **Contribution** of **seventy-eight thousand, five hundred forty dollars (\$78,540.00 CAD)** for **Eligible Expenditures** to be incurred by **the County**.

6.2 No payment shall be made until:

6.2.1 **The County** has:

- (a) executed this **Agreement**;
- (b) For the initial Payment - Provided to **His Majesty** the dollar amount of the **Substantive Cost Estimate** accepted by **the County** for performance of the **Work**, along with the work scope details, work schedule and cash flow forecasts, to be attached as **Schedule B & C**; and
- (c) For any interim and final payment - provided to **His Majesty** any required documentation, set out in 6.3, in support of the **Work** invoiced;

6.2.2 And **His Majesty** has;

- (a) executed this **Agreement**; and
- (b) Accepted that the **Work** and/or any associated or required documentation has been completed to **His Majesty's** satisfaction.

6.3 Subject to the terms and conditions set out in this **Agreement**, including Section 6.2 and **Schedule D** **His Majesty** agrees to pay the **Contribution** in the following manner:

6.3.1 an initial payment representing the initial cheque amount from **Schedule D** up to a maximum of seventy-five percent (75%) of the total **Contribution** as noted in Section 6.1 for **Eligible Expenditures** once the conditions outlined in Section 6.2 are met;

6.3.2 any interim or progress payments representing the invoiced amount for **Eligible Expenditures** plus any DND approved change orders contemplated in Section 5.1.6 and as per **Schedule D** (with total payments not exceeding 75% of the maximum **Contribution** as noted in Section 6.1) for completed **Work**, and the presentation of all the required documentation set out in Sections 6.3.4 completed to **His Majesty's** satisfaction and when the invoice for interim or progress payments are presented to **His Majesty**;

6.3.3 a final payment representing the remaining invoiced amount for **Eligible Expenditures** plus any DND approved change orders contemplated in Section 5.1.6 and as per **Schedule D** (with total payments not exceeding 100% of the maximum **Contribution** as noted in Section 6.1) upon completion of **Work**, and presentation of all the required documentation set out in Sections 6.3.5 and 9.3 completed to **His Majesty's** satisfaction and when the final invoice for final payment are presented to **His Majesty**; and

6.3.4 Prior to any additional payment **the County** shall present **His Majesty** with:

- (a) a listing of deliverables as required by the **Work** invoiced, issued by **the County**'s project manager (with a professional designation as required);
- (b) a project activity report including any change orders approved by **His Majesty**; and
- (c) a financial statement showing all of the **Eligible Expenditures** incurred in the performing of the **Work** invoiced.

6.3.5 Prior to final payment **the County** shall present **His Majesty** with:

- (a) all items listed in 6.3.4
- (b) a statutory declaration that there are no overdue payments or any other payments due to contractors, suppliers or any professional service providers; and
- (c) a Certificate of Completion of the **Work** signed by **the County**'s responsible project engineer.

6.4 Notwithstanding any other provision of this **Agreement**, the **Contribution** may not be used to pay for any costs other than **Eligible Expenditures**.

6.5 Subject always to Section 6.6 of this **Agreement**, unless otherwise agreed to in writing by the **Parties**, **His Majesty** shall not be required to make the **Contribution** as provided for in this **Agreement** if **the County** has not performed the **Work** within the time allowed under Section 5.1 in this **Agreement** or the conditions set out in this **Agreement** have not otherwise been met by **the County**.

6.6 If **the County** has undertaken the **Work** with diligence but is unable to complete the **Work** within the time allowed under Section 5.1 **the County**, during the **Term of this Agreement**, may ask **His Majesty** for an extension, which may be refused by **His Majesty** only on reasonable grounds.

6.7 **His Majesty** may reduce or terminate or refuse to pay any **Contribution** payment under this **Agreement** in response to any change in the terms and conditions of the program under which this **Agreement** was made. **His Majesty** will not be liable for any penalty, bonus, interest or damages of any sort, arising from any such reduction or termination of funding. In the event of the foregoing and in consideration of section 12 of this **Agreement**, **the County** may at its sole discretion terminate this **Agreement** and shall have no further obligation to proceed with the **Work**.

6.8 Obligation to Disclose Other Financial Assistance

6.8.1 The County acknowledges that the maximum level (stacking limit) of total government assistance (federal, provincial, territorial and municipal financial assistance for the **Work**) or other sources of assistance is not to exceed 100% of **Eligible Expenditures**. This stacking limit must be respected when assistance is provided. The County shall declare to His Majesty forthwith in writing all sources of financial assistance that the County receives or is to receive from any source for the performance of the **Work** in addition to the **Contribution**. His Majesty shall be entitled to reduce the **Contribution** to take into account any amount by which the stacking limit is exceeded. If the stacking limit is exceeded, any **Contribution** amount already paid is, to the extent of such excess, a debt due to His Majesty and must be repaid immediately. At the end of the **Term of this Agreement**, the County shall provide His Majesty with a statement of the total funding provided in respect of the **Work**.

7. ELIGIBLE AND INELIGIBLE EXPENDITURES

7.1 Eligible Expenditures

7.1.1 The **Contribution** shall be used only to pay for the costs listed in Section 7.1.3 of this **Agreement** that are incurred during the **Term of this Agreement** (the "**Eligible Expenditures**").

7.1.2 The definition of **Eligible Expenditures** can only be modified by agreement in writing between the **Parties**.

7.1.3 **Eligible Expenditures** are expenses that are reasonable and required to define and implement the **Work**, are not **Ineligible Expenditures** and are listed here:

- a) costs directly related to the **Work**.
- b) other costs to directly support the **Work** that are consistent with the objectives of the **Work**.
- c) administrative costs related to the **Work**, which are costs for the following:
 - salaries and wages, employee benefits, overtime, and training.
 - office supplies and materials; printing, publishing, distribution, and promotion; and insurance.
 - leasing costs for meeting facilities and conference rooms, machinery and equipment, telecommunications equipment, computers, furniture; other than repair services and maintenance.
 - travel and accommodation of third-party experts within Treasury Board guidelines.
 - services provided under contract with consultants or contractors including for audit requirements of the **Agreement** and verification activities; and

- non-reimbursable portion of GST/HST according to applicable rates determined by Canadian Revenue Agency.

- d) other costs that in the opinion of **His Majesty**, are reasonable and required to define and implement the **Work** and which have been approved in writing in advance by **His Majesty**.

7.2 Ineligible Expenditures

7.2.1 Notwithstanding any other **Term of this Agreement**, the following costs incurred or paid for by **the County** are excluded as **Eligible Expenditures** (the “**Ineligible Expenditures**”) and therefore shall not be paid for using funds from the **Contribution** unless otherwise agreed to in writing by the **Parties**:

- a) any costs not directly related to the **Work**.
- b) costs of existing or ongoing programs and services.
- c) all costs related to the operation and maintenance of the infrastructure.
- d) any amount paid for the depreciation of the infrastructure, equipment or other assets where those assets were or will be paid for with the assistance of grants, contributions or repayments from a federal, provincial, territorial or municipal department or agency; and
- e) Any amount incurred before or after the **Term of this Agreement**.

8. BEST VALUE FOR PERFORMANCE OF THE WORK RELATED TO THE PROJECT

8.1 **The County** shall do everything in its power to ensure that it obtains the best value in all phases of the **Work**. Any contract entered into by **the County** in relation to the **Work** shall include effective cost control measures, as set out in Section 8.2 of this **Agreement**.

8.2 It is expressly agreed by the **Parties** that at all stages of the **Work**, **the County** shall seek the best value by putting in place the following measures, and if required by **His Majesty**, shall provide confirmation to **His Majesty** of the implementation of such measures:

8.2.1 establishing and implementing procedures in accordance with **the County’s** policies for the evaluation and selection of the contractor and suppliers of labour, materials, equipment or services and for the preparation, negotiation, evaluation and administration of contracts.

8.2.2 establishing and implementing a series of criteria that assess quality, product, service and time, at the best total cost, for the useful life of the project.

8.2.3 with respect to the criteria for the evaluation and awarding of the contract, adopting methods of determining prices that are most likely to guarantee the best price and effective cost control; and

8.2.4 using the public tender process for awarding the contract, in accordance with **the County's** policies, unless in **the County's** discretion the nature of the project is such that the **Work** may be lawfully performed by **the County's** own personnel, more quickly and less expensively.

8.3 **The County** acknowledges that a public tender process may or may not create a binding contract upon receipt of offers and assumes full responsibility for any costs in excess of the **Contribution** if it accepts or is deemed to have accepted a bid in excess of the **Contribution**.

9. ACCOUNTING RECORDS, FINANCIAL STATEMENTS AND ACCOUNT AUDIT

9.1 Contribution Held in an Account

9.1.1 **The County** shall hold the **Contribution** funds in a separate bookkeeping account that clearly identifies the **Contribution** funds in order to allow for audits to be properly conducted.

9.1.2 If the Contribution held in this account bridges **His Majesty's Fiscal Year** End, then **the County** shall, within ninety (90) days following the end of each **Fiscal Year**, submit a certificate to the **Minister** from the Chief Financial Officer of **the County** certifying that any **Contribution** paid to **the County** during the **Fiscal Year** was used solely for the payment of **Eligible Expenditures**.

9.2 Accounting Records

9.2.1 **The County** shall, during the **Term of this Agreement**, keep books with respect to the account described in Section 9.1.1 in accordance with generally accepted accounting principles.

9.3 Final Accounting

9.3.1 The final accounting in respect of the **Contribution** shall be rendered by **the County** within ninety (90) days after the following:

- (a) the presentation of the final invoice for the **Work** and the required documentation for completion of the **Work** by **the County**; or
- (b) the scheduled project completion date as per sections 5.1.1, 6.6 or 22.4 of this agreement; or
- (c) this agreement is terminated as per section 12.1 or 22.4 of this agreement.

9.3.2 **The County** shall present to His Majesty a financial statement of the account described in Section 9.1.1 accompanied by a certificate signed by the Chief Financial Officer of **the County** certifying that any **Contribution** paid to **the County** was used solely for the payment of **Eligible Expenditures** in accordance with this **Agreement**.

9.3.3 Any unspent balance of the **Contribution**, **Ineligible Expenditures** and any amount of the **Contribution** that is repayable to **His Majesty**, shall be claims of

His Majesty and the County shall repay them immediately. These amounts shall be debts due to **His Majesty**.

9.4 Presentation of Documentation

9.4.1 If **the County** fails to present any documents as required by Sections 6 or 9 above to **His Majesty**, **His Majesty** may, in addition to any other remedies available to **His Majesty**, initiate an audit in accordance with Section 9.5 of this **Agreement**.

9.5 Audit and Inspection

9.5.1 During business hours, the **Minister**, or the **Minister's** accredited officers, employees or contractors, at the **Minister's** own expense must provide five (5) days notification in advance and may have access to **the County's** premises and may audit and inspect **the County's** books and other accounting records that relate to this **Agreement** and anything that directly concerns this **Agreement**, and may make copies and take excerpts from the said books, accounts and records, during the **Term of this Agreement** and for a period of six (6) years after the **Term of this Agreement**.

9.5.2 **The County** will retain all books and other accounting records that relate to this **Agreement** for a period of six (6) years after the **Term of this Agreement**.

9.5.3 **The County** shall provide the **Minister**, or the **Minister's** accredited officers, with such information as the **Minister**, or the **Minister's** accredited officers, may need for the audit and inspection referred to in Section 9.5.1.

9.5.4 **The County** acknowledges that the Auditor General of Canada may, at his or her own cost, conduct an inquiry respecting **the County's** compliance with the terms and conditions of this **Agreement** or an inquiry into **the County's** procedures to measure and report on performance with respect to this **Agreement** or an inquiry for any other purpose authorized under section 7.1 of the *Auditor General Act*. **The County** shall cooperate with the Auditor General and his or her representatives, employees, or contractors relative to any such inquiry and shall grant them access to **the County's** documents, records and premises for purposes of any such inquiry. The Auditor General may discuss any concerns raised in such an inquiry with **the County** and with the **Minister**. The results may be reported to Parliament in a report of the Auditor General.

10. INDEMNITY

10.1 The **Parties** shall at all times indemnify and save harmless **each others** representatives, officers, servants, agents and employees from all claims, demands, losses, actions, putting in default, suits and proceedings, and all judicial or extra-judicial costs or damages of whatsoever nature, by whomever made or brought and in any manner, to the extent based upon, occasioned by or attributable to the negligence of or an intentional fault or a gross fault committed by any representative, officer, servant, agent or employee of either Party, default by either Party under this **Agreement**, the performance of the **Work**, or any other measure taken or thing done or continued in accordance herewith, or the exercise of a right provided

herein, by either Party in any manner, except in the case of claims for damages resulting from the negligence of or an intentional fault or a gross fault committed by any representative, officer, servant, agent or employee of **the Parties** in the performance of his or her duties.

- 10.2** In the event that **the County** is entering into a loan agreement, capital lease or other long term obligation in relation to the project for which the **Contribution** is provided, **the County** shall at all times indemnify and save harmless **His Majesty** and **His Majesty's** representatives, officers, servants, agents and employees from all claims, demands, losses, actions, putting in default, suits and proceedings, and all judicial or extra-judicial costs or damages of whatsoever nature, by whomever made or brought and in any manner, based upon, occasioned by or attributable to such loan, lease or other long term obligation.

11. OVERPAYMENTS AND UNSPENT ADVANCES

- 11.1** In the event that **His Majesty** makes an overpayment to **the County** or there is an unspent advance payment for **Eligible Expenditures**, upon the written request of **His Majesty**, **the County** shall immediately repay to **His Majesty** the amount corresponding to the overpayment or unspent balance of advance payment for **Eligible Expenditures**. Such amounts shall constitute a debt due to **His Majesty**.

12. DEFAULT

- 12.1** If, during the **Term of this Agreement**,

12.1.1 The County:

- (a) fails to use the **Contribution** to pay for the **Eligible Expenditures**,
- (b) becomes bankrupt or insolvent, is subject to a receivership order, seeks the protection of a statute respecting bankruptcy or insolvency, is subject to a liquidation order or decision or is incapable of paying its debts when due,
- (c) is found guilty of violating any law, order or regulation of Canada or of a duly constituted authority in Canada, or of being a party to such violation in respect of the objects of this **Agreement**,
- (d) violates the conditions of a license or permit, or of being a party to such violation in respect of the objects of this **Agreement** and fails to comply with the conditions of the license or permit within a reasonable period of time of becoming aware of such violation.
- (e) fails to comply with the provisions of this **Agreement** after written notice from **His Majesty** and a reasonable period of time within which to remedy the default; or
- (f) submits any false or misleading information to **His Majesty**.

12.1.2 His Majesty may, in addition to any other remedy available to Him:

- (a) terminate **His** obligations under the terms of this **Agreement** by giving written notice to **the County**, and
- (b) demand that **the County** immediately repay:

- i) in the case of Section 12.1(a), that portion of the **Contribution** that was not spent on **Eligible Expenditures**; and
- ii) in the case of Sections 12.1(b), (c), (d), (e) and (f), any unspent amounts of the **Contribution**.

12.1.3 Such amounts shall constitute a debt due to **His Majesty**.

13. DEBTS DUE TO HIS MAJESTY

- 13.1** All debts due to **His Majesty** under this **Agreement** bear interest as calculated in accordance with the *Interest and Administrative Charges Regulations* SOR/96-188.

14. SET-OFF

- 14.1** If there is any debt due to **His Majesty** by **the County**, **His Majesty** may, in **His Majesty's** sole discretion and in addition to any other remedies available, retain the amount of the indebtedness, including interest, by way of deduction from or set-off against any sum of money that may be due or payable by **His Majesty** to **the County**. **The County** shall declare any amounts owing to **His Majesty** under any legislation or any agreement.

15. INSPECTION

- 15.1** **The County** shall grant **His Majesty** or **His Majesty's** representatives, access at all times to inspect the state and progress of the **Work** and **the County** shall provide **His Majesty** with reasonable assistance to facilitate such inspection of the **Work**.
- 15.2** No examination or approval or inspection of the **Work**, or of any plans or specifications, by **His Majesty** or **His Majesty's** representatives, officers, servants, agents and employees, shall be interpreted as being done for any technical or regulatory purpose, and shall be deemed to be done solely to protect the interests of **His Majesty** in relation to the **Contribution** provided under this **Agreement**. **His Majesty** makes no representations and assumes no liability in respect of the technical requirements of the **Work**.

16. NO PARTNERSHIP OR JOINT VENTURE

- 16.1** **His Majesty** and **the County** expressly deny any intention to create a partnership, agency, employment relationship or joint venture in this **Agreement**. It is understood and agreed that nothing in this **Agreement** and nothing done by **His Majesty** or **the County** shall have the effect of establishing a partnership, agency, employment relationship or a joint venture between **His Majesty** and **the County** or shall be deemed to have such effect. **The County** shall not represent itself as an agent of **His Majesty**. Moreover, no party shall be authorized to act on behalf of the other party or to assume any of the other party's obligations or responsibilities.

- 16.2 **The County** shall indemnify and hold harmless **His Majesty**, and **His Majesty's** representatives, officers, servants, agents and employees, against any obligation or responsibility that **His Majesty** may incur by reason of the fact that she is deemed to be liable with **the County** by virtue of the existence of a partnership, agency, joint venture or employment relationship between them. It is understood that the aforementioned indemnity shall not apply to claims and obligations arising out of any act or omission of **His Majesty**, or **His Majesty's** representatives, officers, servants, agents and employees.

17. **MEDIATION OR ARBITRATION**

- 17.1 If a dispute arises concerning the application or interpretation of this **Agreement**, the **Parties** will attempt to resolve the matter through good faith negotiation, and may, if necessary and the **Parties** consent in writing, resolve the matter through mediation by a mutually acceptable mediator

18. **INTELLECTUAL PROPERTY RIGHTS**

- 18.1 Any intellectual property resulting from performance of the **Work** shall be owned by **the County**.

19. **COMMUNICATIONS**

19.1 **Public Announcements**

19.1.1 Press releases, public announcements and official ceremonies relating to the **Work** and planned by either Party, will be organized with the consent of the other Party.

19.1.2 The wording and content of public announcements will be subject to the approval of both **Parties**.

19.1.3 The **Parties** shall ensure that all public announcements, public bidding, newspaper advertisements or notices regarding the **Work** mention the participation of **His Majesty** and **the County**.

19.2 **Ceremonies**

19.2.1 Although unlikely, **His Majesty** or **the County** may, at their discretion, hold a ceremony relating to the **Work** which will be organized only with the consent of the other Party.

19.2.2 If either Party wishes to hold a ceremony, that Party shall give thirty (30) days written notice of the proposed ceremony and invite the other Party to participate. Funding for said ceremony would be determined at that time.

19.3 Public Information

The **Parties** undertake, as permitted by law, to inform each other promptly of the details of any Access to Information Act or Freedom of Information and Protection of Privacy Act (“FIPPA”) request addressed to them in connection with the **Agreement** or the **Work**.

20. CONFIDENTIAL INFORMATION

- 20.1 **His Majesty** acknowledges **the County** is subject to FOIP and as such shall ensure that any information of a confidential nature to which **the County** or its representatives, officers, servants, agents or employees become privy shall be treated as confidential and shall not disclose such information to third Parties, unless such a disclosure is required pursuant to the *Access to Information Act*, R.S.C., 1985, c. A-1 and to the *Privacy Act*, R.S.C., 1985, c. P-21.
- 20.2 **The County** acknowledges that **His Majesty** is subject to the federal *Access to Information Act* and that nothing in this **Agreement** shall be interpreted so as to preclude **His Majesty** from disclosing information that **His Majesty** may be required to disclose under the *Access to Information Act* or pursuant to any applicable law, regulation, government policy, international treaty or agreement or any order of a court or other tribunal having jurisdiction.
- 20.3 **The County** understands and agrees that **the County**’s name, the amount awarded and the general nature of the activities supported may be made publicly available by **His Majesty** by any means at any time.

21. ABORIGINAL CONSULTATION

The County acknowledges that Aboriginal Consultation is a requirement for federally funded projects. Stakeholder Consultations are also a component of the Municipal Class Environmental Assessment process. In accordance with these requirements, it is understood that if applicable, these consultations must take place prior to final implementation of the project and that a component of this may be added and compensated as part of this contribution agreement.

22. GENERAL PROVISIONS

22.1 Entire Agreement

22.1.1 This **Agreement** contains all of the agreements made by the **Parties** in relation to the subject hereof and replaces all arrangements, negotiations, communications, letters and statements of intent, brochures, statements and information entered into or exchanged, orally or in writing, between the **Parties** or their representatives or any other person deemed to be representing them. No statement or warranty, express or implied, is made to **the County** by **His Majesty** or to **His Majesty** by **the County**, except those made expressly in this **Agreement**. **The County** acknowledges:

- (a) that it has not been induced to enter into this **Agreement** by any statements not contained herein;
- (b) that it has not relied on any such statements;
- (c) that it has used due diligence to verify the completeness, truth and accuracy of the facts communicated;
- (d) that no such statements shall be used to interpret this **Agreement**; and
- (e) that it shall not make any claim, including any claim for loss of profit and indirect damages, arising out of or by reason of such statements and that **His Majesty** shall have no liability in that respect.

22.2 Time of the Essence

22.2.1 Time shall be of the essence in this **Agreement**.

22.3 Notice

22.3.1 Any notice or other communication required to be given under this **Agreement** shall be given in writing and shall be given by personal delivery or by telecopier or other electronic communication which results in a written or printed notice being given, addressed or sent as set out below or to such other address or electronic number as may from time to time be the subject of Notice:

- (a) in the case of **His Majesty**:

Director General Environmental and Engineering Services
 National Defence Headquarters
 60 Moodie Drive
 Ottawa, ON, K1A 0K2

Telephone: (613) 993-8658
 Facsimile: (613) 992-3349

or to such other address or such other telecopier number, or such other electronic communication, or such other person of whom **His Majesty** may inform **the County** in writing;

- (b) in the case of **the County**:

Director, Community Services (Chris Wells)
 Sturgeon County Centre
 9613 – 100 Street
 Morinville, Alberta
 T8R 1L9

Telephone: (780) 939-8258
 Facsimile: (780) 939-2076

Email: cwells@sturgeoncounty.ca

Email: procurement@sturgeoncounty.ca

or to such other address or such other electronic communication, or such other person, as **the County** may inform **His Majesty** in writing.

22.3.2 Notice shall be deemed to have been received:

- (a) if personally delivered, on the date of such delivery; or
- (b) if it is transmitted by telecopier or other electronic communication which results in a written or printed notice being given, on that business day or next following the day it was received; or
- (c) in all other cases, on the fifth (5th) day after the day on which it was sent

22.3.3 In the case of interruption, threatened interruption or significant delay in the postal service, notices shall be delivered to the addressee in person or transmitted by telecopier or other electronic communication as mentioned above.

22.4 Modification

22.4.1 This **Agreement** may be modified at any time during the **Term of the Agreement** by written agreement signed by **His Majesty** and **the County** in accordance with the law.

22.4.2 No addition, modification, deletion (including striking out) or other change to this **Agreement** shall come into force or take effect unless it has been made in writing and signed by **His Majesty** and **the County**, in accordance with the law.

22.5 Waiver

22.5.1 Failure by either party to insist on any occasion, on strict performance by the other party of its obligations under this **Agreement** shall not constitute a waiver of the performance of such obligations on other occasions, and such obligations shall continue to exist and to apply.

22.5.2 Neither party may waive an obligation or condition of this **Agreement** except in writing, and tolerance or indulgence on the part of that party shall not in any event constitute a waiver of the obligation or condition. Until such obligation or condition is performed or has been waived in writing, that party shall be entitled to exercise any remedy that the party may have under this **Agreement** or the law, notwithstanding any tolerance or indulgence on its part, for that party's failure to observe such obligation or condition.

22.6 Severability

22.6.1 If any of the provisions of this **Agreement** are held to be void, illegal or unenforceable for any reason whatsoever, they shall be deemed to be withdrawn from the **Agreement**; all other provisions of this **Agreement** shall nonetheless continue to be of full force and effect.

22.7 Successors and Assigns

22.7.1 The **County** shall not assign this **Agreement** in whole or in part without the prior written consent of **His Majesty**. The obligations of **the County** hereunder shall survive such assignment on a joint and several basis with the assignee.

22.7.2 This **Agreement** shall be binding on **His Majesty**, her successors and assigns, and on **the County**, its successors and permitted assigns, and shall endure to their benefit.

22.7.3 No provision of this **Agreement**, express or implied, is intended to confer the rights and remedies provided by or arising out of this **Agreement** on any person other than **His Majesty**, her successors and assigns, and **the County**, its successors and permitted assigns.

22.8 Conflict of Interest

22.8.1 The **County** acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, 2006, c. 9, s. 2, the *Conflict of Interest Code for members of the House of Commons*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Value and Ethics Code for the Public Service*, or any other values and ethics codes applicable within provincial or territorial governments or specific organizations cannot derive any direct benefit resulting from this **Agreement** unless the provision or receipt of such benefit is in compliance with such legislation and codes. No member of the Senate or the House of Commons shall be admitted to any share or part of this **Agreement**, or to any benefit arising from it, that is not otherwise available to the general public.

22.8.2 The **County** and any person lobbying on behalf of **the County** must be in compliance with the *Lobbying Act*.

22.9 Official Languages

22.9.1 All of the activities associated with the **Contribution** and the **Agreement** adhere to the relevant provisions stipulated in the Official Languages Act, the related regulations, and policies.

22.11 Survival

22.11.1 The **Parties'** rights and obligations, which by their nature extend beyond the expiration or termination of this **Agreement**, will survive the expiration or termination of this **Agreement** including those under:

- (a) 5.1.7 (O&M)
- (b) 9.3.2 (Account Certification)
- (c) 9.3.3 (Repayment of unspent at final Accounting)
- (d) 9.4 (Presentation of Documentation)
- (e) 9.5 (Audit & Inspection)
- (f) 10.1 & 10.2 (Indemnity)

(g) 11.1 (Overpayments and Unspent Advances)

IN WITNESS WHEREOF the **Parties** have executed this **Agreement** by their respective duly authorized officers.

SIGNED at _____, this ____ day of _____, 2023.

**HIS MAJESTY THE KING IN RIGHT OF
CANADA**

Witness

per: _____

Ms. Marie McDonald
Director General Infrastructure Engineering Services
For the Minister of National Defence

SIGNED at _____, this ____ day of _____, 2023.

STURGEON COUNTY

Per: _____
Mayor

Per: _____
County Commissioner - CAO

REFERENCE A

EDMONTON, AB – STURGEON COUNTY RUNNING TRAIL CONNECTION

LOCALITY PLAN

STURGEON COUNTY



SCHEDULE B

DESIGN REFERENCE DOCUMENTATION

Sturgeon County Running Trail Connection– Sturgeon County – Dated November 03, 2022



SCHEDULE C

COST ESTIMATE – DATED NOVEMBER 3, 2022

SUMMARY ESTIMATE

Valour Avenue Trail Connector East (2+145 to 2+265 Within Canadian Armed Forces Base)



File: STUR_103
Date: Nov. 3, 2022

ITEM	UNIT	ESTIMATE QUANTITY	UNIT PRICE	TOTAL
1 Mobilization 8%	lump sum			\$2,000.00
2 Common Excavation	m ³	400	\$10.00	\$4,000.00
3 Borrow Excavation - Contractor Supply	m ³	40.0	\$20.00	\$800.00
4 Topsoil Placement	m ²	200.0	\$1.50	\$300.00
5 Drill Seeding	ha	0.02	\$2,330.00	\$46.60
6 Asphalt Concrete Pavement	t	70	\$120.00	\$8,400.00
7 Granular Base Course	t	270	\$35.00	\$9,450.00
8 Subgrade Preparation	m ²	390	\$3.00	\$1,170.00
9 Remove and Dispose of Existing Fence	km	0.01	\$28,500.00	\$285.00
Construction Costs:			Subtotal	\$24,451.60
Contract:			Total	\$26,451.60
Contingency (10%):				\$2,645.16
Contract + Contingency:				\$29,096.76
Engineering Fees (12%):				\$3,491.61
Land acquisition/ Disturbance				
Utilities				\$0.00
Total Estimated Cost:			Total	\$33,000.00

SUMMARY ESTIMATE

Valour Avenue Trail Connector West (1+098 to 1+214 Within Canadian Armed Forces Base)



File: STUR_103
Date: Nov. 3, 2022

ITEM	UNIT	ESTIMATE QUANTITY	UNIT PRICE	TOTAL
1 Mobilization 8%	lump sum			\$3,000.00
2 Common Excavation	m ³	450	\$10.00	\$4,500.00
3 Borrow Excavation - Contractor Supply	m ³	80	\$20.00	\$1,600.00
4 Topsoil Placement	m ²	180	\$1.50	\$270.00
5 Drill Seeding	ha	0.018	\$2,330.00	\$41.94
6 Asphalt Concrete Pavement	t	70	\$120.00	\$8,400.00
7 Granular Base Course	t	260	\$35.00	\$9,100.00
8 Subgrade Preparation	m ²	370	\$3.00	\$1,110.00
Construction Costs:			Subtotal	\$25,021.94
Contract:			Total	\$28,021.94
Contingency (10%):				\$2,802.19
Contract + Contingency:				\$30,824.13
Engineering Fees (12%):				\$3,698.90
Land acquisition/ Disturbance				
Utilities				\$0.00
Total Estimated Cost:			Total	\$35,000.00

SCHEDULE D

CONTRIBUTION PAYMENT SCHEDULE

SUBMITTED BUDGET

Construction Quote	\$	68,000.00
Engineering Design & Tender	\$	in-kind
Conceptual Design	\$	in-kind
City administration	\$	in-kind
GST applicable	\$	3,400.00
Total Construction Costs	\$	71,400.00

CONTRIBUTION ALLOAWABLE

Total Construction Costs	\$	71,400.00
DND contingency (10%)	\$	7,140.00
Total Allowable Contribution	\$	78,540.00

PAYMENT SCHEDULE

Initial cheque –	\$	58,000.00
Allowable Progress payments	\$	20,540.00
Holdback –	\$	78,540.00
Total Allowable Contribution	\$	78,540.00

Any eligible expenses over and above the submitted budgeted amount must be approved by His Majesty prior to committing funds. Maximum expenditures shall not exceed 'Total Allowable' Contribution.