

GRANT AGREEMENT

BETWEEN:

HER MAJESTY THE QUEEN in right of the
Province of Alberta, as represented by the
Minister of Environment and Parks
(hereinafter referred to as the "Department")

OF THE FIRST PART

- and -

Athabasca Watershed Council

(hereinafter referred to as the "Recipient")

OF THE SECOND PART

(Collectively referred to as the "Parties")

FOR: Athabasca Watershed Council 2018-19 Core Operational and Program Support (herein after referred to as the Project).

WHEREAS the Department is authorized to make grants in accordance with the *Environment and Sustainable Resource Development Grant Regulation, A.R. 182/2000* as amended from time to time.

WHEREAS:

The parties therefore agree as follows:

1 Definitions

1.1 For the purposes of this Agreement,

- (a) **"Agreement"** means this Agreement signed by the Parties and includes all schedules appending to and forming part of this Agreement;
- (b) **"Department"** means the Minister of Environment and Parks and any duly authorized representative of the Minister;
- (c) **"Grant Payment Amount"** means the money advanced to the Recipient, and each part thereof, by the Department under this Agreement as referred to in clause 2.1 of this Agreement;

(d) “**Project**” means the project described as set out in Schedule “A”; and

(e) “**Term**” has the meaning as set out in clause 5.1 of this Agreement.

1.2 The term “Agreement” shall be deemed to include the following Schedules:

Schedule “A” Recipient’s Project and Budget Proposal

2 The Grant

2.1 Subject to the terms and conditions of this Agreement, the Department shall make the following payments to the Recipient, not to exceed the total amount of \$270,000.00 [the “Grant Payment Amount”], in the following increments:

(a) \$161,000.00 upon execution of this Agreement;

(b) Up to \$69,000.00 upon submission of an interim progress report as outlined in clause 3.5(a) and calculated as 30% of the Grant Payment Amount plus \$40,000.00 of unexpended grant funds from 2017-2018.

2.2 The Department will pay to the Recipient the Grant Payment Amount within a reasonable time after the written execution of this Agreement by both parties.

2.3 The Grant Payment Amount is made under and subject to the *Environment and Sustainable Resource Development Grant Regulation, A.R. 182/2000*, as amended from time to time, and is also made subject to the terms and conditions of this Agreement.

2.4 The Project shall commence on the date funds have been received and be completed on or before March 31, 2019.

3 Obligations of Recipient

3.1 The Recipient shall use the Grant Payment Amount solely for the Project according to the conditions as set out in Schedule “A”.

3.2 The Grant Payment Amount shall be held and utilized in accordance with the terms and conditions of this Agreement and the Recipient shall reimburse the Department any portion of the Grant Payment Amount that is not applied in accordance with this Agreement.

3.3 At the discretion of the Department, the Department may request that the Recipient deposit the Grant Payment Amount in a separate interest bearing account maintained exclusively for the Project. Any interest earned on the Grant Payment Amount will become part of the Grant Payment Amount.

3.4 When managing the Grant Payment Amount, the Recipient shall adhere to sound investment and business practices, standards and procedures that a reasonable and prudent person would apply in order to avoid undue risk of loss and to obtain a reasonable return that will maximize the Department’s monetary contribution.

3.5 Reporting requirements

- (a) The Recipient shall provide by October 15, 2018, an interim report, detailing expenditures and disbursements from the Grant Payment Amount including a brief summary of the use to which these expenditures and disbursements were put, for the period from the date the Grant Payment Amount was received by the Recipient, up to and including .
- (b) As soon after March 31, 2019, as may be reasonably practicable, but no later than June 30, 2019, the Recipient shall provide a full summary report detailing investments made and results achieved towards the implementation of the Project, in a manner specified by the Department, a report that includes the following:
 - (i) Revenue accrued, including interest, from the Grant Payment Amount during that year; and
 - (ii) Expenditures and disbursements from the Grant Payment Amount during that year including a brief summary of the use to which these expenditures and disbursements were put.

The Recipient's accountability and reporting requirements as set out in clause 3.5 shall continue for the Term of this Agreement subject to any extension, renewal or early termination contemplated in section 5 of this Agreement.

3.6 In carrying out this Agreement, the Recipient will comply with any applicable:

- (a) laws of the Province of Alberta and of Canada applicable in the province in force after the effective date of this Agreement;
- (b) any bylaw or resolution of any municipal government; and
- (c) any valid permits, licenses and approvals.

3.7 The Recipient acknowledges that the *Freedom of Information and Protection of Privacy Act* (R.S.A. 2000, c. F-25) applies to all information and records provided by the Recipient to the Department and to any information and records provided to the Department in connection with the subject matter of this agreement, and which are in the custody or under the control of the Department.

3.8 During the Term and for a period of five (5) years afterwards, the Recipient shall maintain or cause to be maintained full, accurate and complete records of the activities conducted in furtherance of, and the results achieved through the conduct of, the Project. If the Department receives a request for any of these records, the Recipient shall forward the records, at the Recipient's expense, to the Department within five (5) calendar days from the official notification by the Department.

During the Term and for a period of five (5) years from the Termination Date, the Recipient shall keep full, accurate and complete records and books of account relating to the receipt and expenditure of the Grant Payment Amount.

The Department is entitled, at reasonable times during the Term and on reasonable notice to the Recipient, to have its authorized agents attend at the premises of the Recipient or at the place where the Project is being carried out, for the purpose of examining premises and files, documents and records, and any other assets pertinent to conditions of this Agreement. The Recipient shall provide the authorized agents with such assistance as may be reasonably required during such inspection. This right of inspection is limited to the purpose of ascertaining whether terms and conditions in this Agreement have been complied with.

3.9

- (a) This Agreement shall not be assigned in whole or in part by the Recipient without the prior written consent of the Department and any assignment made without that consent is void.
- (b) Where an assignment of this Agreement is made pursuant to this clause 3.9, such assignment shall not relieve the Recipient of any obligation under this Agreement or impose liability upon the Department.

3.10 The Recipient shall not make any public announcement or issue any press release regarding the entering into of this Agreement or the making of the Grant Payment Amount, except in consultation with and the approval of the Department as to the contents of the announcement or press release.

4 Insurance and Liability

4.1

- (a) The Recipient shall indemnify and hold harmless the Department, its employees and agents against and from any and all third party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) for which the Recipient is legally responsible that arise from or relate to the performance of the Recipient's obligations under this Agreement.
- (b) The Department shall indemnify and hold harmless the Recipient, its employees and agents against and from any and all third party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) for which the Department is legally responsible that arise from or relate to the performance of the Department's obligations under this Agreement.
- (c) Clause 4.1(a) and (b) will survive the expiry or earlier termination of this Agreement.

4.2 The Recipient shall, at its own expense and without limiting its liabilities herein, insure its operations under a contract of General Liability Insurance as is necessary to carry out the Recipient's obligations under this Agreement.

5 Term and Termination

- 5.1 The Term of this Agreement shall be from April 1, 2018 until the Grant Payment Amount is entirely expended or until March 31, 2019, whichever is earlier and includes any extension or early termination of the Term according to the provisions below.
- 5.2 Any portion of the Grant Payment Amount not used within the Term of this Agreement shall be transferred back to the Department within sixty (60) days.
- 5.3 The Term of this Agreement may be extended or renewed by agreement in writing by the Department.
- 5.4 Notwithstanding any other term of this Agreement, the Department may terminate this Agreement prior to its expiry upon providing three (3) months' advance written notice to the Recipient.
- 5.5 If the Agreement is terminated prior to the expiry of this Agreement the Recipient must provide to the Department a detailed accounting of the financial status of the Project and shall transfer any unused portion of the Grant Payment Amount back to the Department within sixty (60) days of date the Agreement is terminated.
- 5.6 Notwithstanding any other provision of this Agreement, if the Recipient should at any time during the Term of this Agreement:
- (a) be petitioned into bankruptcy or make an assignment for the benefit of creditors;
 - (b) be adjudicated bankrupt or insolvent;
 - (c) file a petition or institute any proceedings under any bankruptcy or insolvency legislation;
 - (d) have its chattels, equipment or supplies seized under process of law for non-payment of debts; or
 - (e) be the subject of an appointment of a receiver or trustee in bankruptcy;
- the Department may, immediately and without notice, declare that this Agreement is terminated and thereupon the Recipient shall repay all unused monies from the Grant Payment Amount within thirty (30) days to the Department.
- 5.7 The Recipient shall immediately advise the Department if it appears that the Recipient may become involved in any proceedings that may result in the winding-up of, or dissolution of the Recipient corporation, and on demand of the Department, the recipient shall immediately transfer back all uncommitted Grant Payment Amount(s) to the Department and said Grant Payment Amount(s) shall not be distributed to any third party.

5.8 Any amount that the Recipient is required to pay to the Department under this Agreement is a debt due to the Crown and may be recovered from the Recipient by an action in debt.

6 General

- 6.1 This Agreement constitutes the entire Agreement between the Parties and no other oral or written representations of any kind shall be deemed to have been made by either party.
- 6.2 No amendment of this Agreement or waiver of any of its terms and provisions shall be valid unless effected by a written amendment signed by the Parties.
- 6.3 The claims for payment, requests, notices, and information referred to in this Agreement shall be given in writing and unless prior written notice to the contrary is given, shall be sent to the party concerned at the following addresses by delivery or electronic means:

To the Department:	Alberta Environment and Parks
Address:	Petroleum Plaza South Tower, Ninth Floor, South 9915 - 108 Street T5K 2G8 Edmonton, Alberta, Canada
Attention:	Jenna Curtis
Telephone:	(780) 644 7806
E-Mail:	Jenna.Curtis@gov.ab.ca
Fax:	n/a

To the Recipient:	Athabasca Watershed Council
Address:	P.O. Box 1058 Athabasca, AB T9S 2A8
Attention:	Brian Deheer
Telephone:	(780) 623-4754
E-Mail:	bjdeheer@hotmail.com
Fax:	n/a

6.4 Conflict of Interest and Ethical Conduct

- (a) The Recipient shall ensure that there is not a conflict of interest or an apparent conflict of interest on the part of the Recipient or the Recipient's employees in relation to this grant agreement, and all work shall be performed in accordance with high ethical standards, including without limitation the following:
- (i) the Recipient shall not influence, or seek to influence, or otherwise take part in a decision of the Department knowing that the decision might further the Recipient's private interests;
 - (ii) where the work involves providing advice, making recommendations to the Department or exercising discretionary authority regarding a right, permission, privilege, status, contract or benefit, then such advice, recommendations or discretion must be provided, made or carried out impartially and without bias;
 - (iii) except for payment as set out in this Agreement, the Recipient shall not accept any collateral gift, payment, commission or other direct benefit arising from or connected to the performance of the project(s) entertained under this Grant Agreement;
 - (iv) the Recipient shall not have any 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 the project(s);
 - (v) the Recipient, upon request by the Department, shall deliver copies of all written ethical standards, conflict of interest policies and codes of conduct established or observed by the Recipient in its business practices or in relation to its employees or subcontractors; and
 - (vi) the Recipient shall comply with, and ensure that its employees and subcontractors comply with, the *Lobbyists Act of Alberta*.
- (b) In the event the Recipient becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to the Recipient's performance of the project work under this Grant Agreement, the Recipient shall immediately disclose such matter to the Department in writing. Upon such disclosure, the Recipient shall not commence or continue performance of the work without the prior written consent of the Department. If the Department is of the opinion the Recipient is in a conflict of interest, the Department may terminate this Agreement.

6.5 This Agreement shall enure to the benefit of and be binding on the Parties and their respective representatives, successors and permitted assigns.

6.6

- (a) Nothing contained in this Agreement shall be deemed to create the relationship of principal and agent, employer and employee, partnership or joint venture between the Parties.
- (b) The Recipient shall not make any representation that the Recipient is an agent or partner of the Department and shall ensure that the members of the Recipient do not make any representation that could reasonably lead any member of the public to believe that the Recipient or its members or contractors are agents or partners of the Department.

6.7 This Agreement shall be construed and interpreted in accordance with the laws applicable in the Province of Alberta and the Parties agree to attorn to the jurisdiction of the Courts of the Province of Alberta.

The Parties have executed this Agreement, each by its duly authorized representative, as of the day of _____, 2018.

HER MAJESTY THE QUEEN IN RIGHT OF
ALBERTA, as represented by the Minister
of Environment and Parks

Athabasca Watershed Council

Kevin Peterson
Senior Financial Officer

Signature

Date

Print Name

Title

Date

SCHEDULE "A"

Environment and Parks

Grant Agreement

Recipient's Project and Budget Proposal

A.1 Project Description

Support the engagement of Albertans in the shared stewardship of watershed resources and assure the achievement of GoA Water for Life Strategy outcomes through collaborative partnerships, adaptive planning, and knowledge transfer.

A.2 Proposed Project/Program Budget *Proposed Budget*

Category	Description	Budget
2018-2019 Core Operational and Program Costs	<p>Human Resources:</p> <ul style="list-style-type: none">• Wages and Employer Contributions• Benefits, Travel and Professional Development• WCB Premiums <p>Administrative Activities</p> <ul style="list-style-type: none">• Overhead (rent, utilities, etc)• Administrative Expenses (office supplies and equipment, telecommunications, etc.)• Board and Standing Committee Costs (honorariums, travel, etc)• Professional Fees (accounting services, insurance, etc) <p>Communications and Outreach Activities</p> <ul style="list-style-type: none">• Advertising, Memberships, Conferences and Trade Shows, Information Forums, Education and Outreach Programs, Quarterly Newsletters, Annual General Meetings, Annual Reports, First Nation Engagement, Website Maintenance and Social Media	\$270,000

Non-eligible use of funds includes:

- Establishing or contributing to a reserve/contingency account;
- Donations to other organizations;
- Goods and Services Tax (GST) payments;
- Harmonized Sales Tax (HST) payments;
- Individual capital asset purchases exceeding \$5,000; and
- Monitoring, modeling, or capital infrastructure projects.