

You are ineligible to apply:

- **If your municipality is a summer village or has a population over 20,000.**
- **If your municipality is not hosting the training courses.**

NAME AND MAILING ADDRESS OF MUNICIPALITY

FOR OFFICE USE ONLY	
Municipal Code	Approvals
Application Number	

PART 1: GENERAL REQUIREMENTS

- 1.1 Is this application, including all attachments, being submitted on or before **March 17, 2006**? Yes No **If No, the application is ineligible.**
- 1.2 Will any of the funds be used to pay for training carried out before the conditional grant agreement is signed by the Minister? No Yes **If Yes, the project is ineligible.**
- 1.3 Will this training project be completed by May 31, 2007? Yes No **If No, the project is ineligible.**
- 1.4 Does your municipality agree to cover any additional costs if the project costs exceed the grant amount? Yes No **If No, the project is ineligible.**

PART 2: EMERGENCY MANAGEMENT TRAINING

If you have any questions about how to complete Part 2 of this form, see Part 2 of Schedule A, "2005/2006 Emergency Management Training Special Initiative Guidelines"

- **Schedule "B" Proposed Training Plan for 2005/2006 Emergency Management Training Grant which shows the proposed training plan, must be enclosed with this application.**

2.1 Total Grant Amount Requested	\$
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PART 3: CONDITIONAL GRANT 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

(Fill in the name and address of your municipality)

whose address is

(hereinafter called "the Municipality")

WHEREAS the Municipality plans to undertake a project to enhance municipal services or service delivery, and has applied to the Minister for a conditional grant pursuant to the Municipal Sponsorship Program (the "Program") in order to obtain financial assistance to carry out the project.

AND WHEREAS the Minister has approved the Municipality's application and has agreed to make a conditional grant to the Municipality pursuant to Schedule 5 of the *Municipal Affairs Grants Regulation*.

The parties agree as follows:

1. The Minister shall:

- (a) subject to the provisions of this Agreement, pay the Municipality a one time conditional grant of _____ DOLLARS (\$ _____)(the "Grant") in order to carry out a project set out in the 2005/2006 Emergency Management Training Special Initiative Guidelines and the Proposed Training Plan 2005/2006 Emergency Management Training Grant for Training in 2006/2007, as attached hereto as Schedules "A" and "B" respectively and forming part of the Agreement (the "Project");
- (b) provide the Grant to the Municipality by lump sum payment within two weeks of the Minister signing the Agreement;
- (c) have the right to conduct an evaluation or audit of the Project at any time; and
- (d) have the right to publish and distribute any report submitted by the Municipality to the Minister on the Project.
- (e) if requested, provide a copy of the 2006 Emergency Management Exercise and Training Standards as referenced in 2(h).

2. The Municipality shall:

- (a) carry out the Project set out in 1(a) above without material alteration;
- (b) complete the Project and use the Grant by May 31, 2007;
- (c) use the entire amount of the Grant for the purpose of carrying out the Project;
- (d) pay any additional costs required to complete the Project if the total costs exceed the Grant;
- (e) only use the allocated amounts for the purpose of carrying out the specific components identified in 1(a) above;
- (f) not use any part of the Grant to pay for training carried out before this Agreement came into effect;
- (g) submit an acknowledgment of compliance form to the Minister by August 1, 2007, after completion of the Project to certify that the funds were used for the Project and within the time limit specified in 2(b) above;
- (h) conduct the Project in accordance with all applicable laws, regulations, generally accepted standards, and the 2006 Emergency Management Exercise and Training Standards set out on the Minister's internet web site at www.municipalaffairs.ab.ca (the "Standards") and forming part of this Agreement;
- (i) ensure that all personnel involved in the Project are suitably qualified; and
- (j) repay the Minister of Finance all or any portions of the Grant demanded by the Minister in the event of any noncompliance with this Agreement by the Municipality, or if the eligible costs of the Project are less than the amount of the Grant.

3. The Municipality represents and warrants to the Minister that the execution of this Agreement has been duly and validly authorized by the Municipality in accordance with all applicable laws.
4. If the Municipality does not meet all of its obligations under this Agreement, or uses the Grant for any unauthorized purpose, the Minister will notify the Municipality of such breach in writing and the Municipality will have 20 days to remedy such breach. If, in the opinion of the Minister, the Municipality does not remedy the breach, the Minister may terminate the Agreement without further notice to the Municipality and demand the immediate refund of the Grant, or such lesser amount as the Minister may determine, to the Minister of Finance.
5. The Minister may terminate this Agreement for any reason by notifying the Municipality in writing upon 60 days notice. Upon receipt of the notice of termination, the Municipality shall only use the Grant to pay reasonable wind-down costs and committed expenses related to the Project. Immediately upon termination of the Agreement, the Municipality shall refund to the Minister of Finance any unexpended portion of the Grant and any amounts expended for purposes other than those specified in this Agreement.
6. This Agreement shall come into effect on the date that the Minister or his representative signs the Agreement.
7. This Agreement shall cease to be in effect on the date that all provisions of this Agreement have been met by the Municipality, unless terminated earlier by the Minister in accordance with this Agreement.
8. Amendments to this Agreement, including changes to Schedules "A" and "B" may be necessary from time to time and may be initiated by either the Minister or the Municipality in writing and shall be agreed upon by both parties.
9. The Minister and the Municipality acknowledge that the Freedom of Information and Protection of Privacy Act (FOIP) applies to all information generated, collected or provided under this Agreement, and will comply with its provisions.
10. The Municipality will indemnify and hold harmless the Minister, his employees, servants and agents against any claim, demand, action, suit or proceeding that may at any time be brought against the Minister, his employees, servants or agents arising out of the use of the Grant or the performance or non-performance of this Agreement.
11. The Agreement, including Schedules "A" and "B" and the Standards is the entire agreement between the Minister and the Municipality with respect to the Grant from the Minister for this Project. There are no other agreements, representations, warranties, terms, conditions or commitments except as expressed in this Agreement.
12. The following clauses shall survive conclusion or termination of this Agreement:
 - a) FOIP – Clause 9,
 - b) Indemnity – Clause 10, and
 - c) Entire Agreement – Clause 11.
13. This Agreement shall not be assigned without the express written consent of the Minister.
14. Any notice under this Agreement shall be deemed to be given to the other party if in writing and personally delivered, sent by prepaid registered mail, sent by facsimile transmission, or e-mailed to the addresses as follows:

The Minister

c/o Manager of Training
 Community Programs
 EMA (Emergency Management Alberta)
 14515 – 122 Avenue, Edmonton, Alberta T5L 2W4
 Fax: (780) 422 1549

Email: ema@gov.ab.ca

The Municipality

c/o Chief Administrative Officer

Municipality Name _____
 Address (Street) _____
 City/Province/Postal Code) _____
 Fax: _____
 Email: _____

15. The rights, remedies, and privileges of the Minister under this Agreement are cumulative and any one or more may be exercised.
16. 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.
17. This Agreement is binding upon the parties and their successors.
18. The parties agree that this Agreement will be governed by the laws of the Province of Alberta.
19. In the event of any conflict between the terms of this Agreement, the conflict shall be resolved according to the following order of priority: the Clauses of this Agreement, Schedule A to this Agreement, and Schedule B to this Agreement and the Standards.

The parties have therefore executed this 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

 Signature of Minister of Municipal Affairs or
 His Representative

 Signature of Witness (or Seal)

 Date

Municipality

 Signature of Chief Elected Official

 Signature of Witness (or Seal)

 Date

 Signature of Duly Authorized Signing Officer

 Signature of Witness (or Seal)

 Date

PART 4: CHECKLIST

Has the:

- application been signed by your **Chief Elected Official** (Mayor or Reeve), and is the signature in the correct location on the grant agreement?
- application been signed by the **municipality authorized signing officer(s)**, and is the signature in the correct location on the grant agreement?
- application been witnessed and signed, or the Municipal Seal used?

Have you:

- completed all four areas of Part 1 of the Grant application?
- completed Line 2.1, the total grant amount that you require?
- completed the proposed training plan (Attachment A in the guidelines) and attached it to the application form?
- completed the part of the proposed training plan explaining how the training will benefit your community?

Please specify a contact who can provide further information about your application if necessary.

Name of Contact	Title of Contact
Telephone Number ()	Facsimile Number ()

Questions?

If you have any questions, or require further information, please contact the **Emergency Management Alberta District Officer** serving your area:

North Western Alberta	Brice Daly	Telephone: (780) 538 5295
North Eastern Alberta	Bill Boskwick	Telephone: (780) 645 6213
North Central Alberta	Len Hancock	Telephone: (780) 644 4407
East Central Alberta	Dieter Langer	Telephone: (780) 679-1271
Central Alberta	Don Huestis	Telephone: (403) 340 5102
South Central Alberta	Randy Tiller	Telephone: (403) 297 6470
Southern Alberta	Elbert Manderville	Telephone: (403) 381 5222

OR Sharon Robins
Emergency Management Alberta
14515 123 Avenue, Edmonton, Alberta T5L 2W4.
Phone (780) 422 9000 Fax (780) 422 1549
Email: sharon.robins@gov.ab.ca

Return this application to the District Officer for your District. The District Officer's address can be found at http://www.municipalaffairs.gov.ab.ca/ema_comm_programs.htm or call 780-422-9000.

**THE APPLICATION DEADLINE IS
March 17, 2006.**