



Memorandum of Agreement

between

Alberta Transportation

and

Wheatland County

for the

Strategic Transportation Infrastructure Program

Resource Road Component

for

Range Road 205 Road Rehabilitation Project

MEMORANDUM OF AGREEMENT made as of the _____ of _____, 2020

BETWEEN:

HER MAJESTY THE QUEEN,
in right of Alberta, as represented by Alberta Transportation
("Alberta")

-and-

Wheatland County

in the Province of Alberta (the "Municipality")

The Municipality has proposed **Road Rehabilitation of Range Road 205** from **Township Road 250 to Highway 564**; a distance of **9.6 kilometres** (in this document referred to as the "Project"); and

Ownership of the said **Range Road 205** is vested in the Crown in right of Alberta;
and

Under the provision of Alberta Regulation 79/2003, the Minister may enter into an agreement with an urban or rural municipality for the construction of any street or road, other than a highway, within the boundaries of an urban or rural municipality; and

The Minister, as a condition to the use of Provincial funds for the construction of the said **Range Road 205**, under the Strategic Transportation Infrastructure Program – **Resource Road Component**, deems it necessary to enter into an agreement with the Municipality to ensure the preservation and protection of the **Range Road 205** as an efficient means of transportation.

In consideration of the terms and conditions specified in this document, the parties agree as follows:

1. The Municipality shall undertake the **Road Rehabilitation of Range Road 205** in accordance with the detailed plan and specifications as approved by the Minister.
2. The maximum contribution by the Minister shall be limited to **Two Million, Two Hundred Fifty Thousand Dollars \$2,250,000** or Fifty Percent (**50%**) of the actual shareable costs, whichever is less, as shown in the **Schedule of Costs**, in this document referred to as the "**Schedule A**", attached to this document and forming part of this Agreement.

3. The Minister may advance a portion or all of the funds specified in Clause 2 in trust or provide payments upon submission of invoices submitted by the municipality based on actual expenditures incurred on the project.
4. Nothing in this Agreement will preclude the Municipality from using other sources of funding to complete the work agreed upon.
5. The Municipality will accept the funds granted conditionally by the Minister on the following terms and conditions:
 - a) the Municipality shall maintain a separate accounting for costs incurred on the project and all funds granted conditionally by the Minister;
 - b) the Municipality will ensure expenditures accounted for against the principal amount of any advance and the interest earned is only for the work accepted by the Minister under this Agreement;
 - c) any interest earned on the provincial funds held by the Municipality will only be applied to the total eligible project expenditures so as to reduce the total sharable cost; and
 - d) **"Interest Earned"** shall be calculated based on the actual interest earned by the municipality so as to maximize the interest on such money, subject to provisions of the Municipal Government Act or a method agreeable to the Minister;
 - e) all funds advanced conditionally and accumulated interest not expended prior to December 31st in any year, will be retained conditionally by the Municipality and expended on the Project in the following year(s). The Municipality agrees that any funds and accrued interest unexpended on completion or termination of the Project will be returned to the Province or may be treated as an advance on other Transportation programs as may be specified by the Minister.

6. The Municipality agrees that the Minister shall have the right at all times to inspect the cost records of the Municipality, the work specified in this document, and any and all materials supplied or used in connection with this work, and shall have the right to require any modification or alteration in the work to ensure its completion in accordance with the specifications forming part of this Agreement.
7. The Municipality agrees that:
 - a) it will utilize competent engineering consultants registered and licensed to practice in the Province of Alberta, in this document referred to as the **"Engineer"**, for the design including preparation of the plans and specifications and for the quality control activities and supervision of the contract during construction; and
 - b) it will undertake the construction on a contract basis, and shall invite tenders; and where the Municipality recommends that any tender other than the low tender be accepted, shall submit to the Province for its written approval its recommendation respecting such awarding, together with details of all tenders received; and
 - c) it will ensure that the accepted work is carried out in accordance with the rules, regulations and laws governing such works and in accordance with the best general practice, and in a manner agreeable to the Minister; and
 - d) it will satisfy itself that the costs proposed and submitted by the Engineer for their services are considered fair and reasonable; and
 - e) it will provide the Minister with confirmation of construction completion; and a certified financial statement of all costs incurred; and revenues received with respect to the project; along with copies of all relevant invoices; and
 - f) it will schedule the work to be completed by **December 31, 2021**.
8. Upon completion of the work, the Municipality shall allow free and complete use of the said **Range Road 205** to and by any lawfully licensed vehicle operated in accordance with the Traffic Safety Act.
9. The Municipality agrees that it shall at its own expense perform subsequent maintenance on the **Range Road 205** including upkeep of signage and pavement markings, as required.
10. The Municipality shall indemnify and hold harmless the Minister, his employees and agents from any and all claims, demands, actions and costs or whatever may arise, directly or indirectly, out of any act or omission of the Municipality, its employees or agents, in the performance by the Municipality of this Agreement. Such indemnification shall survive termination of this Agreement.

11. The parties agree to give this Agreement a fair and liberal interpretation and to negotiate with fairness and candor, any modification or alteration that may be rendered necessary by changing conditions.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties hereto as of the date first above written.

SIGNED ON BEHALF OF

Alberta Transportation

Darren Davidson, Regional Director

Witness

Date Signed

SIGNED ON BEHALF OF

Wheatland County
As represented by the Reeve:

Amber Link, Reeve

Witness

Date Signed

Schedule “A”

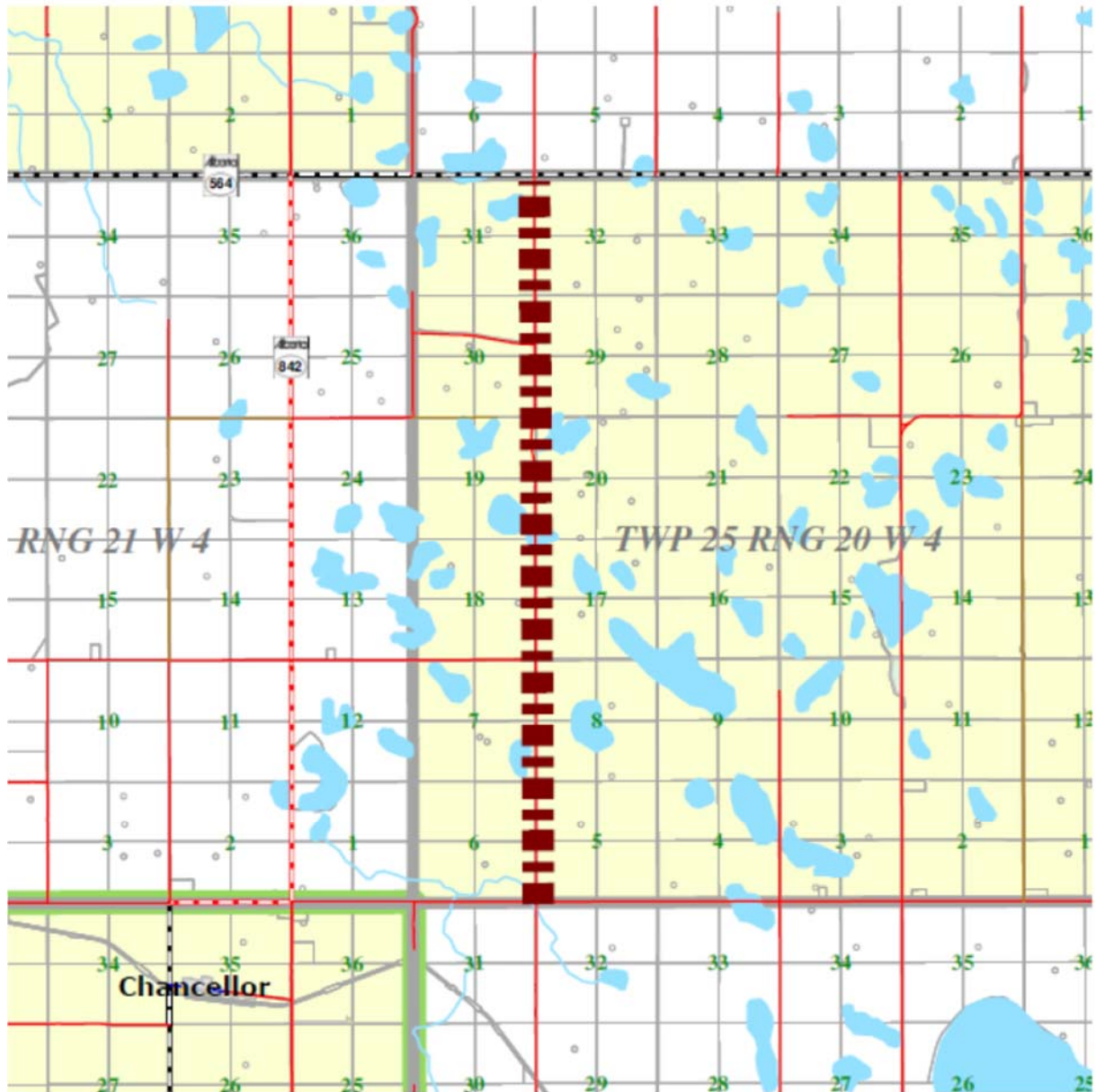
Schedule of Costs

Strategic Transportation Infrastructure Program
Resource Road Component

Project Information	
Municipality	Wheatland County
Project Name	Range Road 205 Road Rehabilitation
Grant Number	706219
Project Detailed Location	Between Twp Rd 250 and Hwy 564
Contractor	
Consultant	
Financial Information	
Project/Construction Cost	\$4,250,000
Engineering Costs <i>(Eligible Costs Only)</i>	\$250,000
Total Eligible Cost	\$4,500,000
Other <i>(Please Specify)</i>	\$
Eligible Grant = 50%	\$2,250,000
Municipality Share	\$2,250,000

Exhibit "A"

(Map of Site)





ALBERTA
TRANSPORTATION

*Office of the Minister
Deputy Government House Leader
MLA, Calgary-Hays*

May 1, 2020

AR 79804

Ms. Amber Link
Reeve
Wheatland County
242006 RR 243
Highway 1, RR 1
Strathmore, AB T1P 1J6

Dear Reeve Link: *Amber*

I am pleased to advise your council that your project, Range Road 205 - Road Rehabilitation, will be funded under the Strategic Transportation Infrastructure Program (STIP) – Resource Road Program.

Based on your submission/application, Wheatland County will receive a grant of 50 per cent of the estimated eligible project costs, or up to \$2,250,000 for the project under this program. The final grant amount will be based on the actual eligible costs at the time of the project completion, up to a maximum grant of \$2,250,000. Given the current fiscal situation, no cost increases can be considered. Please do not publicly communicate this project approval until provincial announcements are made.

Through Budget 2020, our government continues to make historic investments in hospitals, schools, roads, bridges, transit, and water infrastructure. This investment will help stimulate Alberta's economic recovery and get Albertans back to work.

Alberta Transportation staff will be in contact with your administration to formalize the funding agreement to undertake this work.

Sincerely,

Ric McIver
Minister

cc: Honourable Nathan Cooper, MLA, Olds-Didsbury-Three Hills
Mr. Darren Davidson, Regional Director, Southern Region