

# CONDITIONAL GRANT AGREEMENT

## 2012/2013 GROUND SEARCH AND RESCUE PROGRAM

**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

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Pincher Creek Search & Rescue

whose address is

Box 1705

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Pincher Creek, Alberta T0K 1W0

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(hereinafter called "the SAR Group")

**WHEREAS** the SAR Group plans to participate in a project to enhance the delivery of ground search and rescue training throughout the province, and has applied to the Minister for a conditional grant in order to obtain financial assistance to carry out the project.

**AND WHEREAS** the Minister has approved the SAR Group's application and has agreed to make a conditional grant to the SAR Group pursuant to Schedule 1 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 SAR Group a one time conditional grant of Ten Thousand Two Hundred Seventy DOLLARS (\$10,270) (the "Grant") in order to carry out a project under the 2012/2013 Ground Search and Rescue Program. The following courses were approved for funding as listed below forming part of this Agreement (the "Project");

- course 1 ATV Course
- course 2 Wilderness First Aid

(b) provide the Grant by lump sum payment to the SAR Group after receipt of three signed copies of the Conditional Grant 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 SAR Group to the Minister on the Project.

2. The SAR Group shall:

(a) carry out the Project set out in 1(a) above without material alteration;

(b) complete the Project and use the Grant by June 30, 2014;

(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) not use any part of the Grant to pay for training carried out or materials obtained before this Agreement came into effect;

(f) only use the allocated amounts for the purpose of carrying out the specific components identified in 1(a) above;

- (g) submit Reporting Documents to the Minister by July 31, 2014, after completion of the Project to certify that the funds were used for the Project and within the time limit specified in 2(b);
  - (h) conduct the Project in accordance with all applicable laws, regulations and generally accepted standards; ensure that all personnel involved with the Project are suitably qualified; and
  - (i) 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 SAR Group, or if the eligible costs of the Project are less than the amount of the Grant.
3. The SAR Group represents and warrants to the Minister that the execution of this Agreement has been duly and validly authorized by the SAR Group in accordance with all applicable laws.
4. If the SAR Group does not meet all of its obligations under this Agreement or uses the Grant or any portion of it for any unauthorized purpose, the Minister may terminate the Grant or any portion of it, without prior notice to the SAR Group, and demand the immediate return 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 SAR Group in writing upon 60 days notice. Upon receipt of the notice of termination, the SAR Group 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 SAR Group 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.
  - (a) This Agreement shall come into effect on the date that the Minister or his representative signs this Agreement.
  - (b) This Agreement shall cease to be in effect on the date that all provisions of this Agreement have been met by the SAR Group, unless terminated earlier by the Minister in accordance with this Agreement.
7. Amendments to this Agreement, including changes to the specific components as identified in 1(a) above, may be necessary from time to time and may be initiated by the Minister or the SAR Group in writing and shall be agreed upon by both parties.
8. The Minister and the SAR Group 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.
9. The SAR Group 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.
10. The Agreement is the entire agreement between the Minister and the SAR Group 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.
11. The following clauses shall survive conclusion or termination of this Agreement:
  - a) FOIP – Clause 8;
  - b) Indemnity – Clause 9; and
  - c) Entire Agreement – Clause 10.
12. This Agreement shall not be assigned without the express written consent of the Minister.
13. The rights, remedies and privileges of the Minister under this Agreement are cumulative and any one or more may be exercised.
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 emailed to the addresses as follows:

**The Minister**  
c/o Grants Coordinator  
Public Safety Division  
Alberta Municipal Affairs  
16<sup>th</sup> Floor Commerce Place  
10155 – 102 Street  
Edmonton, AB T5J 4L4

Fax: 780-427-2538

Email: [firecomm@gov.ab.ca](mailto:firecomm@gov.ab.ca)

**The SAR Group**

SAR Group Name	Pincher Creek Search & Rescue
Address (Street)	Box 1705
City/Province/Postal Code	Pincher Creek, Alberta T0K 1W0
Fax:	
Email:	<a href="mailto:Pcsar-train@castrov.cuug.ab.ca">Pcsar-train@castrov.cuug.ab.ca</a>

15. This Agreement is binding upon the parties and their successors.
16. The parties agree that this Agreement will be governed by the laws of the Province of Alberta.
17. 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.
18. In the event of any conflict between the terms of this Agreement, the conflict shall be resolved according to the Clauses of this Agreement.

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


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Signature of Minister of Municipal Affairs or  
His Representative

\_\_\_\_\_  
Signature of Witness (or Seal)

\_\_\_\_\_  
Date


**SAR Group**

*Janet Jones*  
\_\_\_\_\_  
Signature of SAR Group President

  
\_\_\_\_\_  
Signature of Witness (or Seal)

*Apr. 2/13*  
\_\_\_\_\_  
Date

*Cindy Maulte*  
\_\_\_\_\_  
Signature of SAR Group Treasurer

  
\_\_\_\_\_  
Signature of Witness (or Seal)

*4/2/13*  
\_\_\_\_\_  
Date