

## GRANT AGREEMENT

BETWEEN:

**HIS MAJESTY IN RIGHT OF ALBERTA,**  
as represented by the Minister of Transportation  
and Economic Corridors  
(**"Province"**)

- and -

**THE CITY OF CALGARY**  
(**"The City"**)

(collectively, the **"Parties"**, and each a **"Party"**)

### **RECITALS:**

- A. Pursuant to Section 3 of the Ministerial Grants Regulation, Alta Reg 215/2022 (the **"Regulation"**), the Province is empowered to make grants to persons or organizations for any purpose related to a program, service or other matter under the administration of the Province;
- B. The Province, in accordance with its power under the Regulation, has agreed to grant to The City the Grant Monies to be used by The City towards the cost of the Project, which shall be advanced upon and subject to the terms and conditions of this Agreement; and
- C. The City has agreed to accept the Grant Monies from the Province upon and subject to the terms and conditions described in this Agreement.

**NOW THEREFORE**, in consideration of the agreements, representations, warranties, and covenants in this Agreement, the Parties agree as follows:

### **DEFINITIONS:**

1. In this Agreement,
  - a) **"Agreement"** means this grant agreement between the Parties, including the Recitals and all Schedules hereto, as may, from time to time, be amended by the Parties.

- b) **“Asset Disposal Period”** means the period ending five (5) years after the date of Project Completion, which is applicable only with respect to any Subject Parcels acquired, in whole or in part, by The City with Grant Monies under the terms and conditions of this Agreement.
- c) **“Appraisal MOU”** means the agreement among the Province, The City, and Calgary Exhibition and Stampede Limited, a copy of which is attached hereto as Schedule D.
- d) **“Eligible Project Expenditures”** has the meaning ascribed to this term in Schedule B.
- e) **“Excluded Purpose”** has the meaning ascribed to such term in Schedule B hereto.
- f) **“Grant Monies”** means grant funds, not to exceed the maximum amount stated under Clause 7 of this Agreement, paid by the Province to The City under this Agreement, solely for payment of Land Acquisition Costs and Eligible Project Expenditures, and which includes any earned interest on the said grant monies that may be realized by The City as a result of holding or investing any or all of the grant monies in an interest-bearing account or security.
- g) **“Grant Use Budget”** means the allocation of the Grant Monies among the Permitted Uses, as set out in Schedule A, and as amended or replaced, from time to time, by the mutual written agreement of the Parties.
- h) **“Land Acquisition Costs”** has the meaning ascribed to this term in Schedule B.
- i) **“Permitted Purpose”** has the meaning ascribed to such term in Schedule B hereto.
- j) **“Project”** means the project to be completed by The City as described under clause 1 of Schedule B hereto.
- k) **“Project Completion”** means the completion of all of the elements of the Project for their respective intended use, as applicable, including completion of the demolition of the Saddledome and site clearing and environmental remediation of the Saddledome Lands.
- l) **“Province’s Representative”** has the meaning ascribed to such term in clause 27 hereof.
- m) **“Remington”** means Remington Development Corporation.
- n) **“Saddledome Lands”** means the parcel or parcels of land on which the Saddledome is currently situate.
- o) **“Stampede”** means Calgary Stampede and Exhibition Limited.
- p) **“Subject Parcels”** and **“Subject Parcel”** have the meaning ascribed to such terms in Schedule C hereto.

- q) **“Trade Agreements”** means any and all trade agreements binding on The City, including, without limitation, the *Canadian Free Trade Agreement* and the *New West Partnership Trade Agreement*.
- r) **“Term”** has the meaning ascribed to such term in clause 2 hereof.

## **TERM**

- 2. Except as otherwise provided herein, this Agreement shall be effective until the date which is the earliest of the (a) date which is one year after Project Completion or (b) the date which is seven (7) years from the date the last Party signs this Agreement (the **“Term”**).

## **PURPOSE OF THE GRANT**

- 3. The purpose of the grant to be provided under this Agreement is solely to support the Project and is to be used only for the Permitted Purposes.
- 4. The Province may vary the Permitted Purpose by giving notice in writing to The City in accordance with clause 30 of this Agreement.
- 5. The City will use the money provided under this Agreement only for:
  - a) the Permitted Purpose; or
  - b) if the Permitted Purpose is varied, pursuant to clause 4, then only for the varied Permitted Purpose.

## **GRANT REGULATION**

- 6. The City acknowledges that this Agreement is governed by all applicable law, including, without limitation, the Regulation.

## **PAYMENT OF GRANT MONIES**

- 7. Notwithstanding any other term or condition of this Agreement, the City acknowledges and agrees that the maximum Grant Monies that may be advanced by the Province under this Agreement shall not exceed **THREE HUNDRED MILLION (\$300,000,000) DOLLARS** and that there will be no additional funding from the Province to The City in the case of cost overruns in respect of the Project.
- 8. Subject to The City complying with the terms and conditions of this Agreement, and subject to the appropriation of monies for the purposes of this Agreement by the Legislature of Alberta, the Province will provide The City with the Grant Monies up to the maximum amount set out under Clause 7 hereof, which will be paid by the Province to The City as follows:
  - a) With respect to the Land Acquisition Costs, the Province will pay to The City the Land Acquisition Costs related to the acquisition of a Subject Parcel, subject to and in an amount determined in accordance with Schedule B, upon The City delivering to the Province a binding and duly executed purchase and sale

agreement by which The City has unconditionally agreed to acquire a Subject Parcel or Subject Parcels from, as applicable, Stampede, Remington or such other person as agreed to by the Parties and setting out the Land Acquisition Costs in such purchase and sale agreement; and

- b) With respect to costs and expenses incurred by The City for any Eligible Project Expenditures, other the Land Acquisition Costs, on presentation by The City to the Province of an invoice for such Eligible Project Expenditures, together with any other information, reports, and documentation requested by the Province in support thereof, acting reasonably, and the Province's review and approval of the same as Eligible Project Expenditures.

### **SURPLUS ON PROJECT COMPLETION**

- 9. Unless The City submits a request to retain unexpended Grant Monies that is approved by the Province pursuant to clause 10 hereof, The City shall, within 90 days of Project Completion, repay the Province such part of the Grant Monies not actually used and applied or committed to be used and applied for the purposes of this Agreement as at the end of the Term.
- 10. The City may request the approval of the Province for retention of unexpended Grant Monies. Such a request must be submitted to the Province's Representative in writing, and must identify the amount of the unexpended Grant Monies, the proposed budget allocation of the unexpended Grant Monies by The City, the time frame in which the unexpended Grant Monies will be used, and any further information or documentation requested by the Province. This request must be submitted within 60 days of Project Completion. The Province may, in its sole and unfettered discretion, approve retention of unexpended Grant Monies by The City and such approval, if granted, may be subject to any further terms and conditions prescribed by the Province, in its sole and unfettered discretion, including, but not limited to, submission of further supplementary reports.

### **PROJECT RESPONSIBILITIES OF THE GRANT RECIPIENT**

- 11. The City hereby agrees:
  - a) To carry out and complete the Project as outlined in this Agreement, without material alteration;
  - b) To acquire all necessary permits, licenses, authorities, and property easements required to allow the commencement and completion of the Project;
  - c) To appoint a project manager or managers to oversee, monitor and evaluate the progress and completion of various aspects of the Project, including, where applicable, in the reasonable discretion of The City, the services of a competent cost consultant and architectural and engineering professionals
  - d) To ensure compliance, in the reasonable discretion of The City, with all Trade Agreements applicable to the Project and the procurement of goods and services in relation thereto, and to adopt and document an acceptable, fair, open and transparent process to solicit, receive, and review bids and proposals, to award the construction contract(s) to the lowest tender, and, where a recommendation

is made to award any tender other than to the lowest tenderer, to document the decision to ensure a record of prudence, probity and fairness in procurement, *provided that* The City may exercise its reasonable discretion to assess the qualifications and capabilities of the bidders and to make determinations as to how the competitive process shall be conducted; and *provided further that* The City may, as permitted under the Trade Agreements, sole source or single source a contractor where necessary and in accordance with the requirements of any utility, telecommunications, rail and other companies.

- e) To undertake the Project at its sole risk to meet design and construction standards acceptable to the Province and, in a proper and skillful manner, complete the aspects of the Project outlined in clause 1(c) of the attached Schedule B in all material respects in accordance with the plans and specifications for the Project and to pay all costs and expenses relating thereto;
- f) To report Project Completion to the Province; and
- g) To include and incorporate all necessary design, operational and support features in the Project so as to deliver supportive Project related transportation and infrastructure capable of meeting the needs of the intended users.

#### **FINANCIAL RESPONSIBILITIES OF THE GRANT RECIPIENT**

12. The City agrees:

- a) To seek the prior written approval of the Province for changes to, or departures from, the use or proposed use of the Grant Monies as set out under the Grant Use Budget, when such change or departure is anticipated to exceed 10% of the amount for that budget item as set out under the Grant Use Budget.
- b) To provide to the Province, on or before the date which is six (6) months from the date of Project Completion:
  - i. certification by a senior financial officer of The City that the Grant Monies provided under this Agreement and any interest earned thereon were used solely for the Permitted Purposes;
  - ii. a statement of final costs; and
  - iii. a final report containing sufficient information to inform the Province of the outcomes of the Project.

13. The City shall:

- a) Maintain adequate financial records relating to the Grant Monies, keep proper books, accounts and records of the cost of the materials, services or resources funded as Permitted Purposes under this Agreement, in accordance with Public Sector Accounting Standards, and have them available upon reasonable notice during the term of this Agreement and for a period of six years after the termination or expiry of this Agreement;

- b) During the Term and for six years after the termination or expiry of this Agreement, produce on demand to any representative of the Province or the Auditor General of Alberta any of the books, accounts and records referred to clause 13.a) and, upon reasonable notice, permit such representatives to examine and audit these books, accounts and records and take copies and extracts of them to determine whether the Grant Monies or any portion thereof was or is being used properly in accordance with this Agreement; and
  - c) Allow the Province, including but not limited to, the Province's Representative and employees of the Province, access to the Project site (upon reasonable notice and subject to compliance with site safety requirements), any architectural and/or engineering drawings or documents, and other such Project-related documents as deemed necessary by the Province.
14. If The City does not comply with any term or condition of this Agreement, or any of the information provided by The City to obtain the Grant Monies is determined by the Province to be false, misleading or inaccurate, the Province may require The City to repay to the Province all or part of the Grant Monies. The City agrees that it will be liable for the full amount of the Grant Monies and it will be bound to the terms of this Agreement, notwithstanding The City's payment of Grant Monies to a third party and the subsequent use of any Grant Monies by that third party.

#### **PROJECT MONITORING AND EVALUATION**

15. The City agrees:
- a) To provide reports and such other information as required by the Province to the Province's Representative, by the dates indicated below and otherwise as and when required by the Province's Representative upon reasonable notice, in a form as may be determined by the Province's Representatives, including, without limitation, the following:
    - i. a quarterly summary of Eligible Project Expenditures for which Grant Monies have been requested, including copies of Project invoices if not previously submitted;
    - ii. a quarterly summary of the status of all transactions involving the acquisition of Subject Lands by The City and summary of the Land Acquisition Costs actually paid by the City towards the purchase thereof, together with any relevant statements of adjustments and statements of receipts and disbursements prepared in connection with such transactions; and
    - iii. such other information, reports, and documentation as requested by the Province with respect to the Project, costs and expenses thereof, and the expenditure of Grant Monies;
  - b) To advise the Province's Representative of any unusual or unforeseen conditions with respect to the Project as soon as they become known; and

- c) To provide assurances, satisfactory to the Province's Representative, with respect to the nature and projected dates of future completion of work on the Project, if and when requested.

## **INDEMNITY AND INSURANCE**

- 16. The City shall, without limiting its obligations or liabilities herein, and at its own expense, obtain and maintain and require that its contractors obtain and maintain liability insurance, in an amount sufficient to protect the City and its contractors in the event of third party claims for bodily injury, personal injury or property damage, (including loss of use thereof) arising in connection with the Project.
- 17. The City shall indemnify and save harmless the Province and its officers, servants, employees and agents, from and against all third party actions, whether in contract, tort or otherwise, claims and demands, losses, costs (including, without limitation, legal costs on a solicitor-client full indemnity basis), damages, suits or other proceedings by whomsoever brought or prosecuted in any manner based upon or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by, in connection with or arising directly or indirectly from this Agreement, or from the Project, except to the extent to which such actions, claims, damages, losses, costs, damages, suits or other proceedings relate to the negligence or breach of the Agreement by an officer, servant, employee or agent of the Province in the performance of his or her duties.

## **ASSET DISPOSAL**

- 18. The City agrees that:
  - a) Unless otherwise approved by the Province in writing in accordance with this section, The City acknowledges and agrees that it will retain, and not sell or transfer, title to and ownership of any of the Subject Parcels during the Asset Disposal Period.
  - b) If title of or ownership to any Subject Parcels, or any part thereof, is not retained by The City during the Asset Disposal Period, including, without limitation, if The City sells, leases, or otherwise disposes of, directly or indirectly, any of the Subject Parcels, or portion thereof, during the Asset Disposal Period, then the Province may require The City to repay to the Province all or part of the Grant Monies; *provided, however, that* the Province acknowledges that the Event Centre and the Community Rink, will be leased to CSE Real Estate Limited Partnership under the terms of a management and lease agreement dated [October 5, 2023](#), 2023 between The City and CSE Real Estate Limited Partnership.
  - c) Notwithstanding clauses 18.a) and b) above, upon the written request of The City to the Province seeking an exemption to the Asset Disposal Period and approval of a proposed sale, lease or transfer of a Subject Parcel or portion thereof ("**Surplus Land**") during the Asset Disposal Period, which request shall be in a form and contents acceptable to the Province, and must include, without limitation, the following:



- i. A representation and warranty by The City to the Province that such Surplus Land is surplus and not required for the completion of the Project;
- ii. An accounting confirming the amount of Grant Monies that were used by The City to acquire the Surplus Land; and
- iii. A covenant by The City to the Province that the full amount of the Grant Monies used for the acquisition of such Surplus Land by The City will be applied by The City towards other Permitted Purposes under this Agreement,

then the Province may, in its sole and unfettered discretion, and subject to The City providing any further information or documentation requested by the Province, approve the sale, lease or transfer of said Surplus Land by The City and such approval, if granted, may be subject to any further terms and conditions prescribed by the Province, in its sole and unfettered discretion, including, but not limited to, submission of further supplementary reports.

### **SIGNAGE, PRESS RELEASES, AND CEREMONIES**

19. The Province shall be recognized on all signage, printed or other materials related to the Project for the Grant Monies received from the Province, in such a manner approved by the Province. The City also agrees to invite the Province or the Province's Representative to any official events relating to the Project, such as opening ceremonies, plaque unveiling or any similar events to which the public may be invited. The Province may, upon request, assist in the protocol guidelines for official events and/or the visual guidelines for signage, printed or other materials.
20. The City will not make any public announcement or issue a press release relating to this Agreement, except with prior approval of the Province as to the contents and timing of the announcement or press release.
21. When The City makes any announcement or press release with respect to the Project, it must, if required by the Province, include in such announcement or press release a quote from the Province or other provincial representative (as determined by the Province). The City will provide the Province's Representative with prior reasonable notice of any proposed announcement or press release.

### **ASSIGNMENT**

22. The City shall not, without the prior written consent of the Province, assign, either directly or indirectly, this Agreement or any right of The City under this Agreement.

### **THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

23. All Parties acknowledge that all documents that pertain to the Project shall be subject to the *Freedom of Information and Protection of Privacy Act (Alberta)* ("FOIP"). If the Province receive a request for access under FOIP, The City shall consult and cooperate with the Province to enable it to comply with FOIP. If The City receives a request for access under FOIP, the Province shall consult and cooperate with The City to enable it to comply with FOIP.



## **AGENCY**

24. This Agreement is not intended to and does not:
- a) constitute any Party as the agent of the other for any purpose, or otherwise create any relationship of agency;
  - b) constitute or create any joint venture; or
  - c) constitute or create any partnership,

and no Party shall allege or assert for any purpose that this Agreement constitutes or creates a relationship of agency, joint venture or partnership.

The City is an independent entity and any persons engaged by The City to provide goods and services in carrying out this Agreement are employees, agents, or contractors of The City and not of the Province.

## **AMENDMENTS**

25. Should amendment to this Agreement be required, such amendment will be documented in a written agreement signed by the Parties.

## **WITHHOLDING OR RETURN OF GRANT MONIES**

26. If, for any reason:
- a) the Project is not completed by the end or earlier termination of the Term; or
  - b) The City is in breach of any term or condition of this Agreement,

then the Province is entitled to withhold any or all of the Grant Monies, or to request the return to the Province of any Grant Monies, or any portion thereof, which has been paid by the Province under this Agreement, which amount shall be repaid by The City to the Province within 60 days of such request.

## **PROVINCE'S REPRESENTATIVE**

27. The Province's representative for the purpose of this Agreement is Colleen Andrashewski, or any other person designated, in writing, by the Province, from time to time (the "**Province's Representative**").

## **WAIVER**

28. A waiver of any breach of a term or condition of this Agreement will not bind the Party giving it unless it is in writing. A waiver which is binding will not affect the rights of the Party giving it with respect to any other or any future breach.

## TERMINATION OF AGREEMENT

29. The Province may terminate this Agreement, without cause or liability, by serving written notice to The City. Upon termination of this Agreement, The City shall immediately repay to the Province any unexpended portion of the Grant Monies.

## NOTICES

30. All notices required or permitted to be given or submitted by one Party to the other under this Agreement shall be deemed given or submitted to the other Party if in writing and either personally delivered to the office of the addressee or sent by registered mail, postage prepaid, or sent by email to the office of the addressee provided below:

For the Province: Alberta Transportation and Economic Corridors  
Room 303, Twin Atria Building  
4999-98 Avenue, Edmonton, Alberta T6B 2X3  
Attn: Robert Quinton, P.Eng., Executive Director  
Email: Robert.Quinton@gov.ab.ca

For The City: The City of Calgary  
8<sup>th</sup> Floor, 800 Macleod Trail SE  
Calgary, AB T2G 2M3

Attention: City Treasurer  
Fax No.: 403-268-2578  
Email: [treasury@calgary.ca](mailto:treasury@calgary.ca)

With a copy to:

The City of Calgary  
8<sup>th</sup> Floor, 800 Macleod Trail SE  
Calgary, AB T2G 2M3

Attention: City Solicitor  
Fax No.: 403-2668-4634  
Email: [law.reception@calgary.ca](mailto:law.reception@calgary.ca)

The address of any Party may be changed by notice in writing to the other Party. Notice personally served or sent by email shall be deemed received when actually delivered or transmitted, if delivery or transmission is between 8:15 am to 4:30 pm in Alberta from Monday through Friday excluding holidays observed by the Province (a "**business day**"). All notices sent by prepaid registered mail shall be deemed to be received on the fourth business day following mailing in any post office in Canada, except in the case of postal disruption, then any notice shall be given by email or personally served.

## CONFLICT OF INTEREST

31. The City shall not enter into any other agreement with any other Minister of the Government of Alberta or any other person, the requirements of which will conflict with the requirements of this Agreement, or that will or may result in its interest in any other agreement and this Agreement being in conflict. The Province acknowledges that The City has entered into, or will concurrently with the entry into this Agreement enter into, a grant agreement with the Minister of Municipal Affairs in respect of grant monies to be utilized in the development and construction of the community rink.
32. The City shall ensure that The City and its officers, employees and agents:
  - a) conduct their duties related to this Agreement with impartiality and shall, if they exercise inspection or other discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring their impartiality to question,
  - b) not influence, seek to influence, or otherwise take part in a decision of the Province, or any one or any combination of them, knowing that the decision might further their private interests,
  - c) not accept any commission, discount, allowance, payment, gift or other benefit that is connected, directly or indirectly, with the performance of their duties related to this Agreement, that causes, or would appear to cause, a conflict of interest, and
  - d) have no 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 their duties related to this Agreement, and if such financial interest is acquired during the Term, The City shall promptly declare it to the Province. The Province acknowledges and agrees that a portion of the Project related to the development and construction of supportive Project transportation and infrastructure improvements may be undertaken by The City's wholly-owned subsidiary, Calgary Municipal Land Corporation.

### **GENERAL PROVISIONS**

33. This Agreement is governed by all applicable law and the Parties attorn to the exclusive jurisdiction of the Courts of Alberta. The terms and conditions of this Agreement are severable to the extent that any one which may be contrary to the laws of Alberta will be deemed to be modified to comply with those laws, but every other term and condition will remain valid.
34. Each Party warrants that it has the authority to enter into this Agreement and that this Agreement does not contravene any law or agreement to which it is subject.
35. This Agreement embodies the entire agreement between the Parties in respect of the Project. No verbal or written agreements exist between the Parties in respect of the Project, except as set out in this Agreement.
36. Notwithstanding any other provisions of this Agreement, clauses 9, 10, 13, 14, 17, 18, 23, 26, 29, and 34 hereof survive the conclusion or termination of this Agreement and will continue to bind the Parties for a period of 10 years after the conclusion or

termination of this Agreement, except for clause 23 hereof which survives the conclusion or termination of this Agreement indefinitely.

37. Time is of the essence in the Agreement.
38. This Agreement may be signed or executed in several counterparts, may be executed electronically, and may be delivered originally or by electronic transmission and each such counterpart, when so executed and delivered, will be deemed to be an original and all of which taken together will constitute one and the same Agreement.

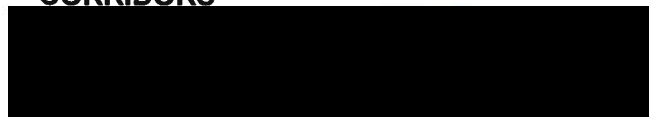
**[Signature Page Follows]**

The Parties have signed this Agreement on the dates indicated below.

DATED at the City of Edmonton, in the Province of Alberta, this 5th day of October, 2023.

**HIS MAJESTY IN RIGHT OF ALBERTA,  
AS REPRESENTED BY THE MINISTER OF  
TRANSPORTATION AND ECONOMIC  
CORRIDORS**

Signed by the Deputy Minister of  
Transportation and Economic Corridors  
of the Province of Alberta



Bryce Stewart

DATED at the City of Calgary, in the Province of Alberta, this 5th day of October 2023.

**THE CITY OF CALGARY**

Signed by the duly authorized  
representative of The City

Per: 

David Duckworth  
City Manager

Approved as to content



L. Davies

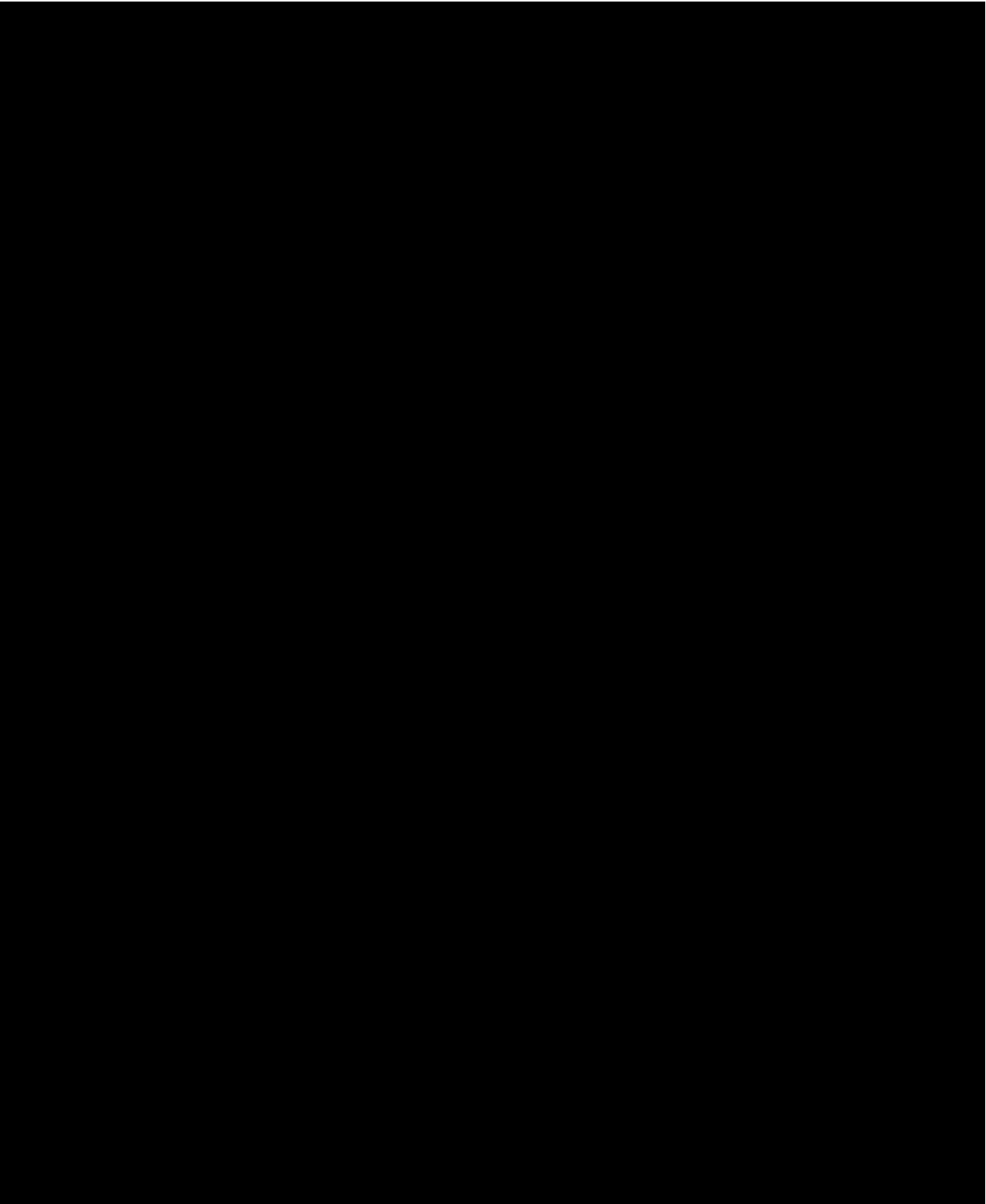
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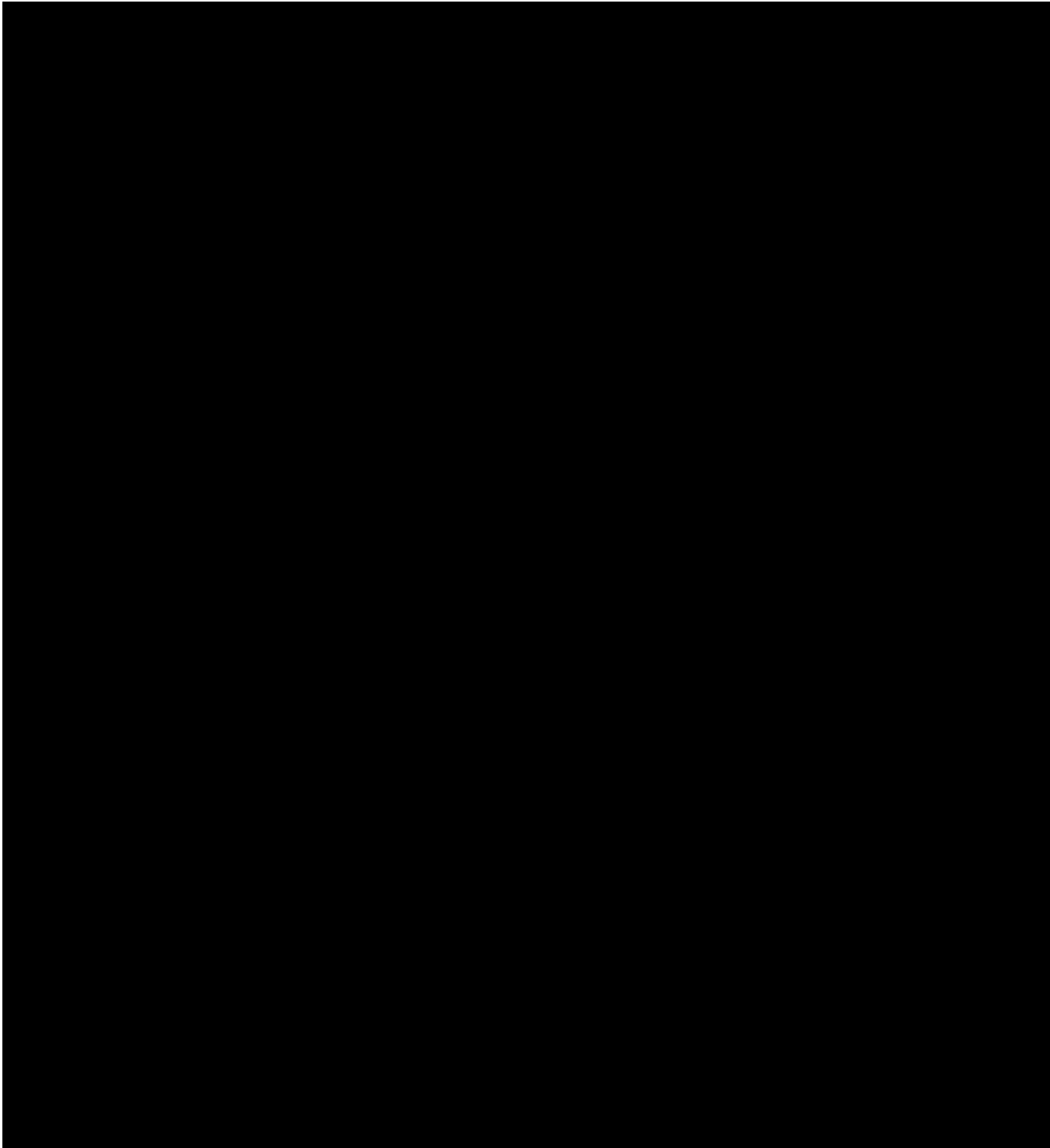
L. Davies

**SCHEDULE A – GRANT USE BUDGET**

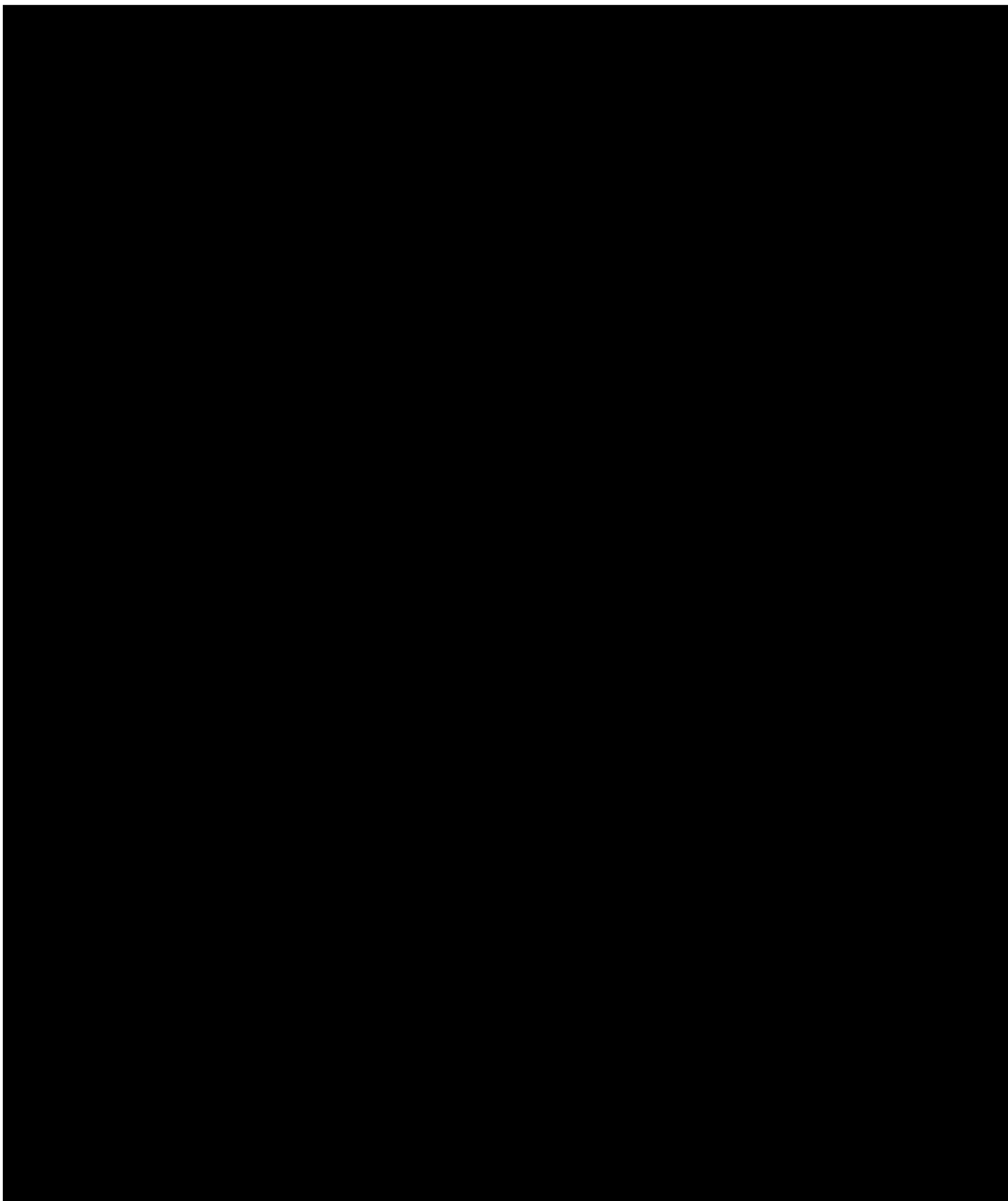
(See Attached)

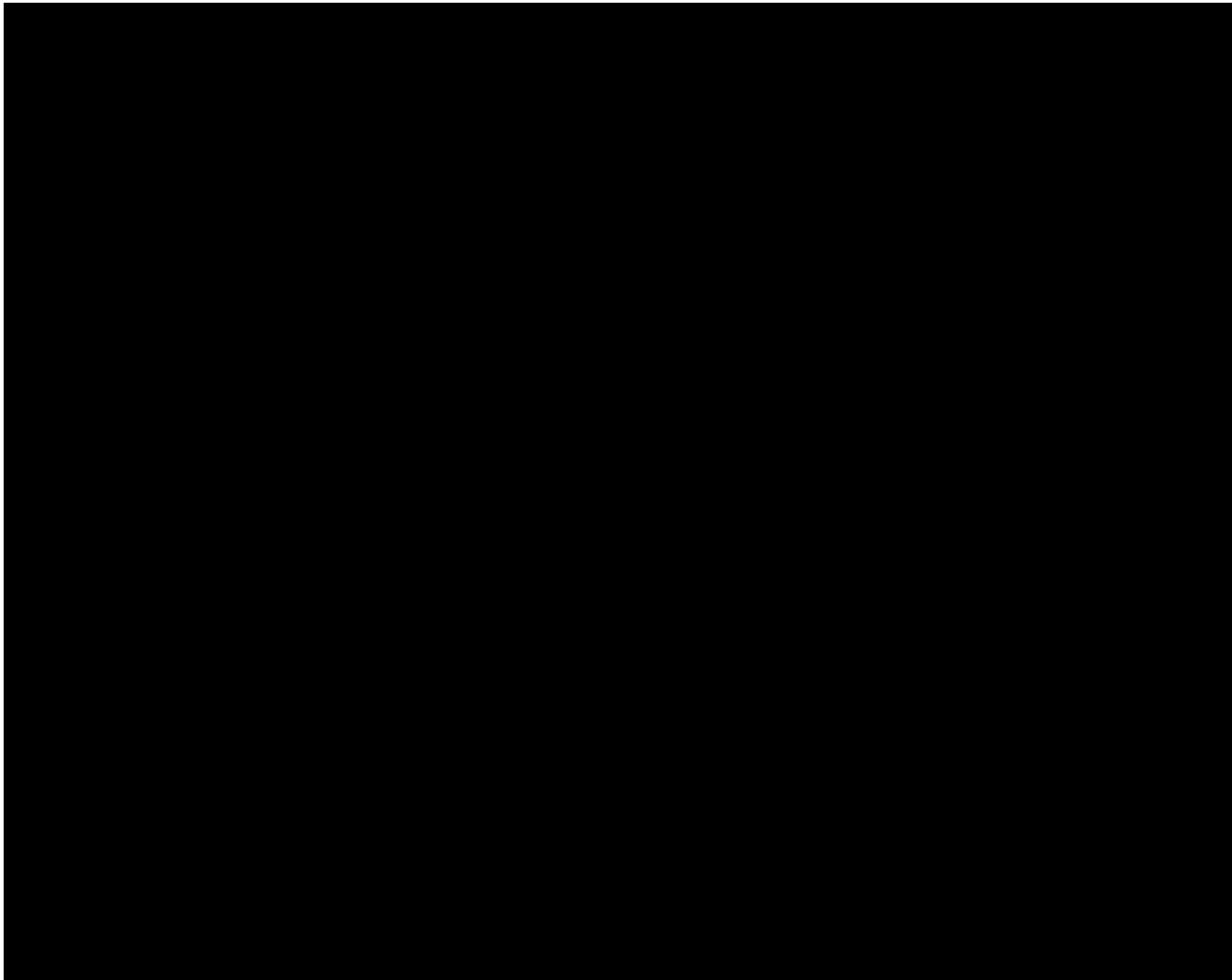




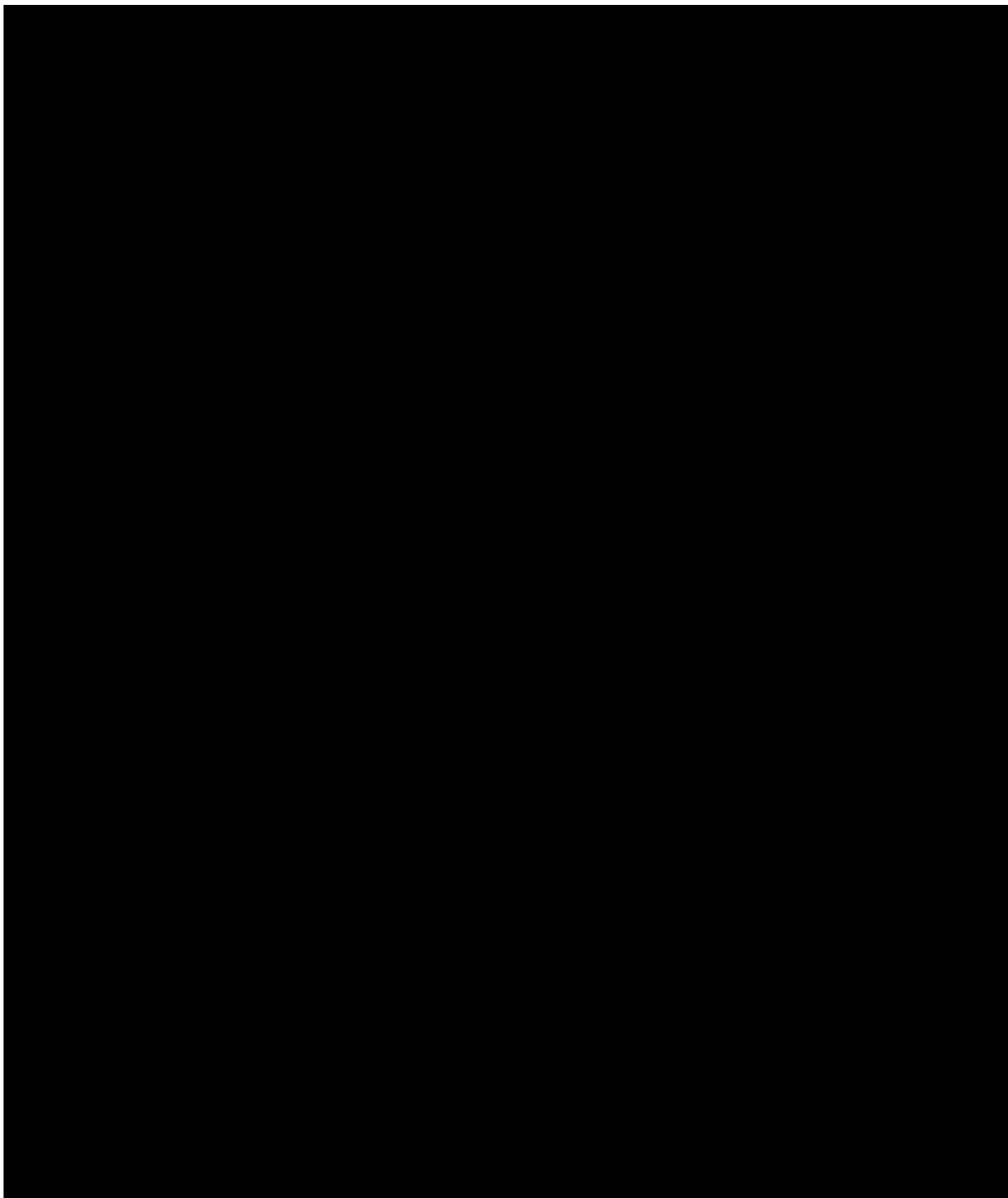


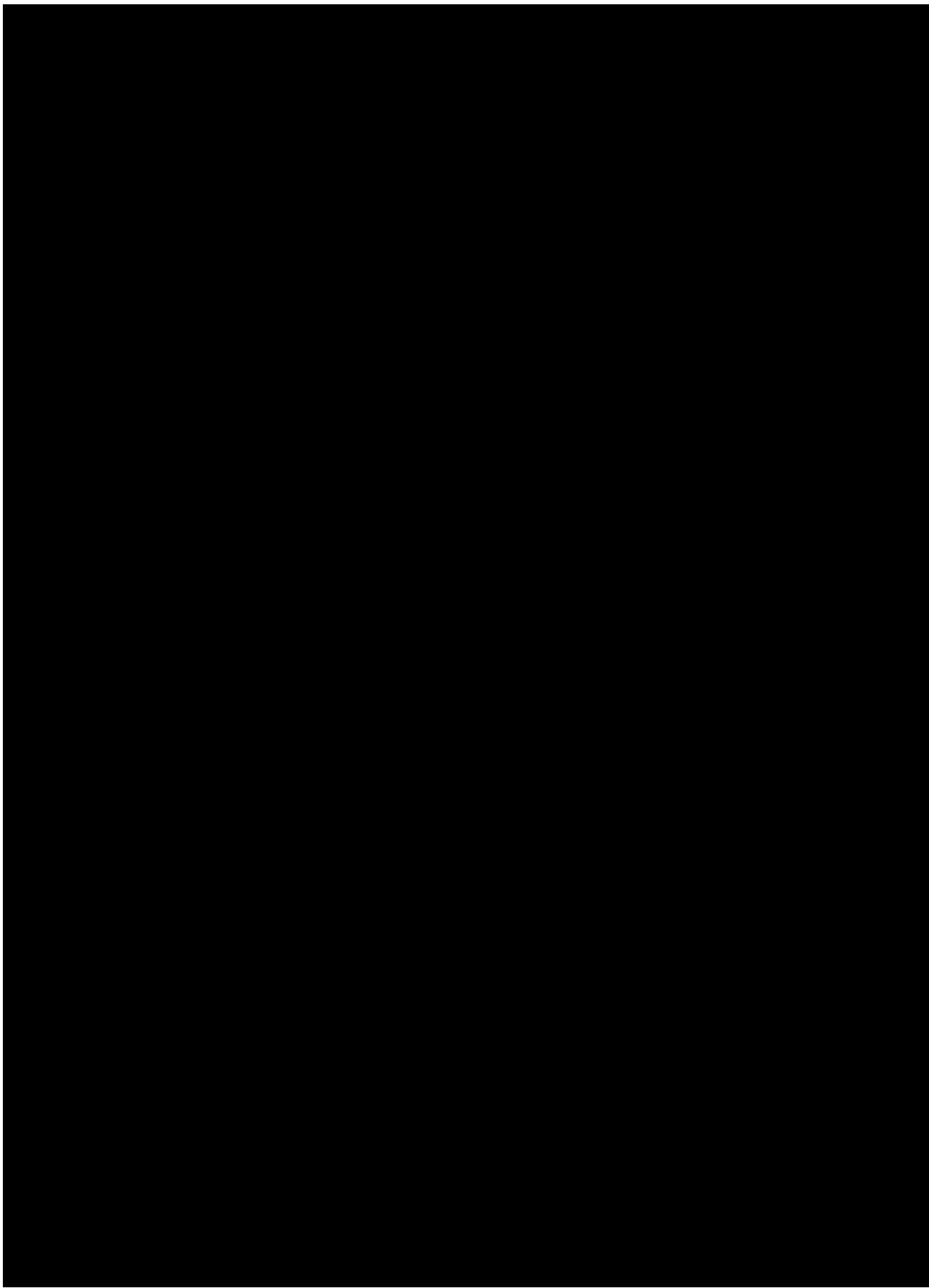
**SCHEDULE B - PURPOSE OF GRANT**

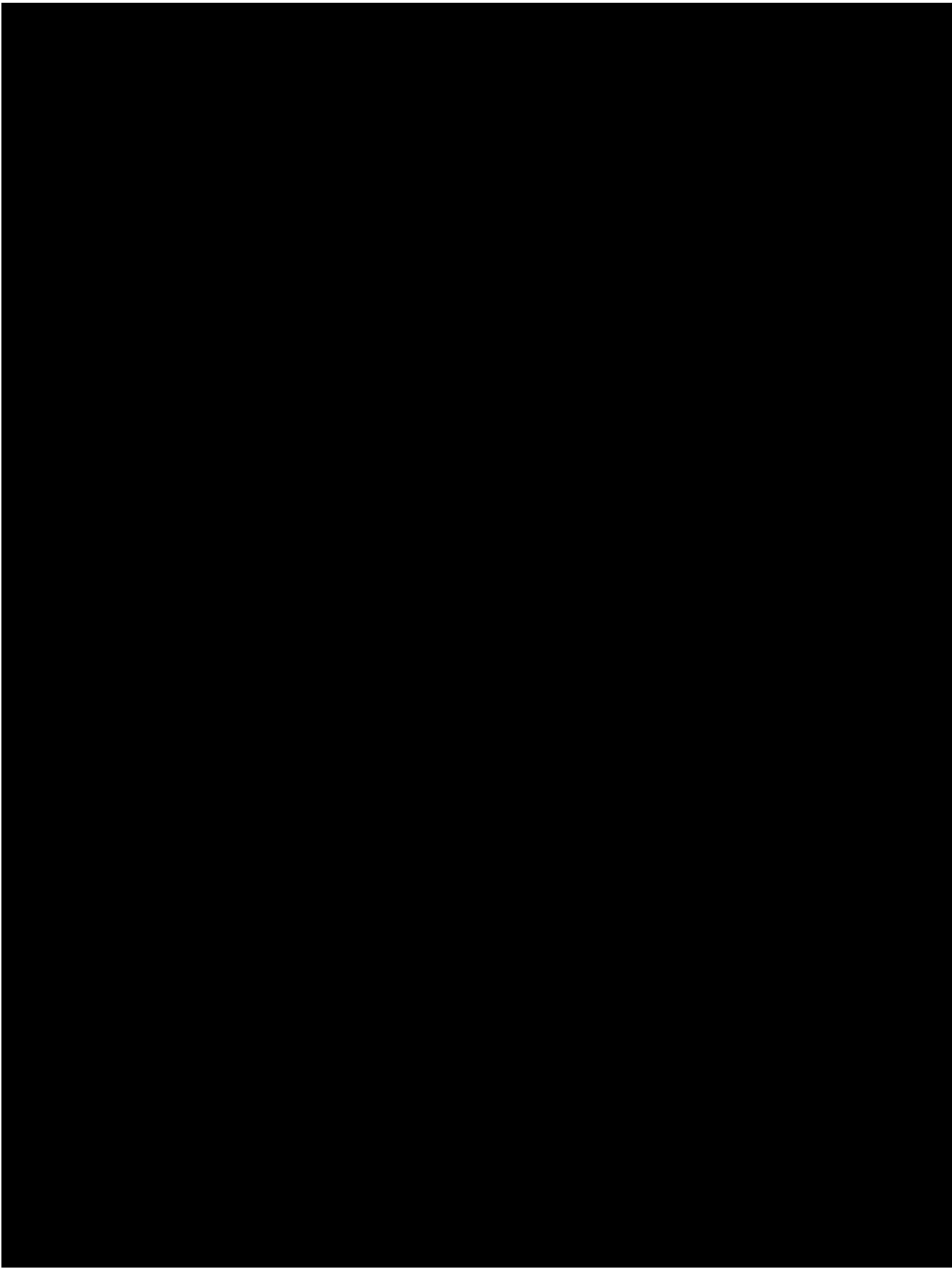


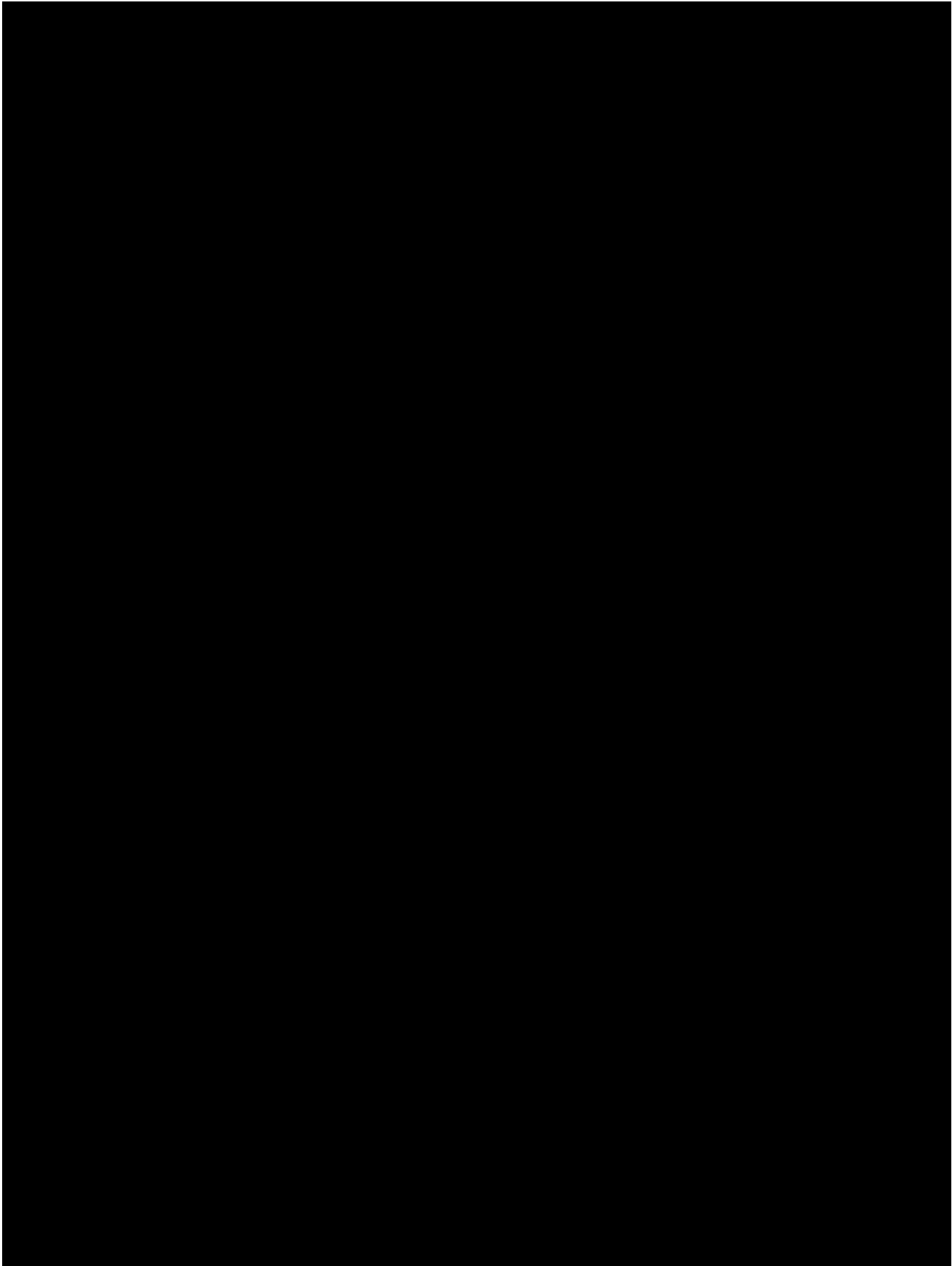


**SCHEDULE C – DESCRIPTION OF SUBJECT PARCELS**

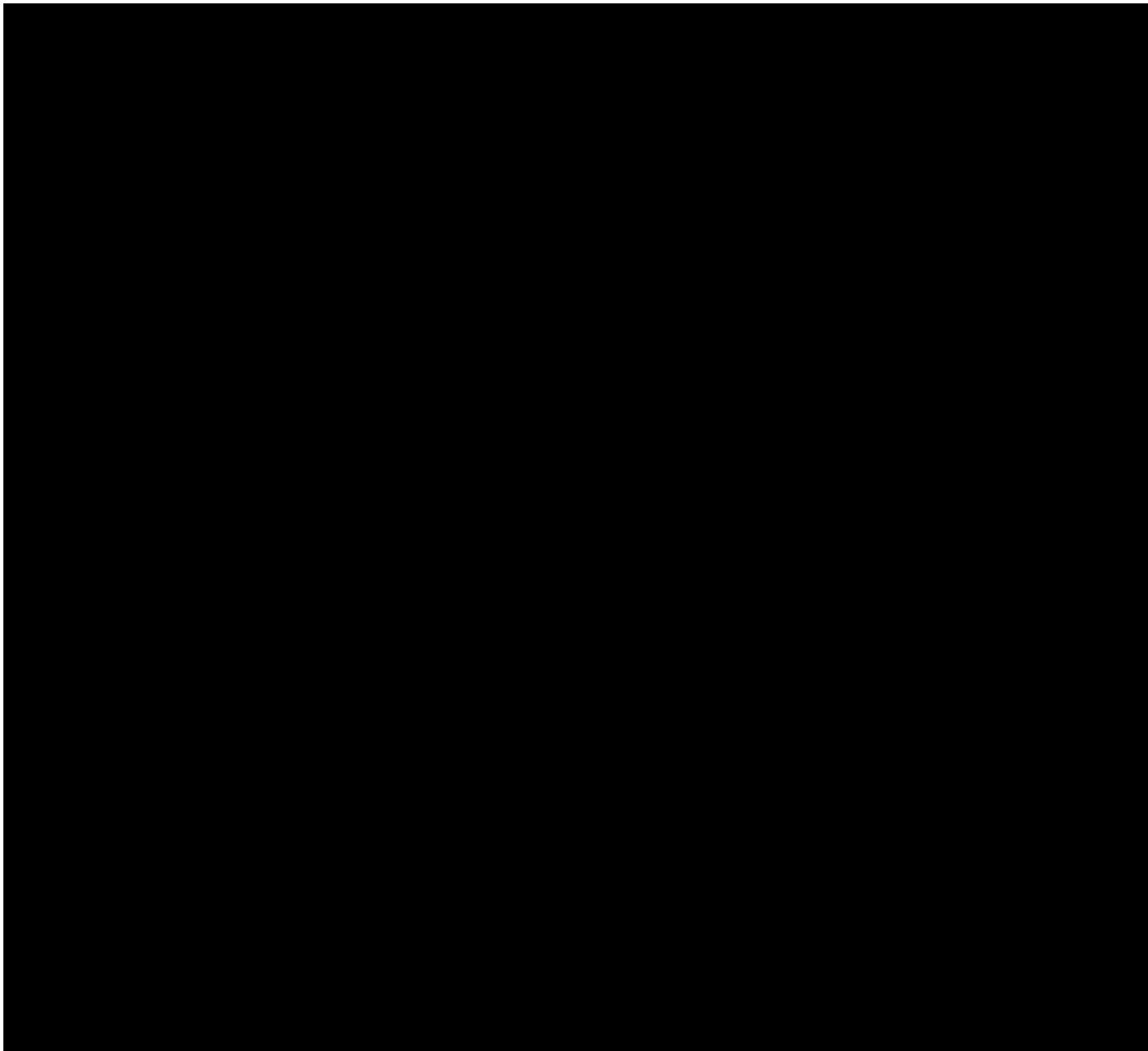


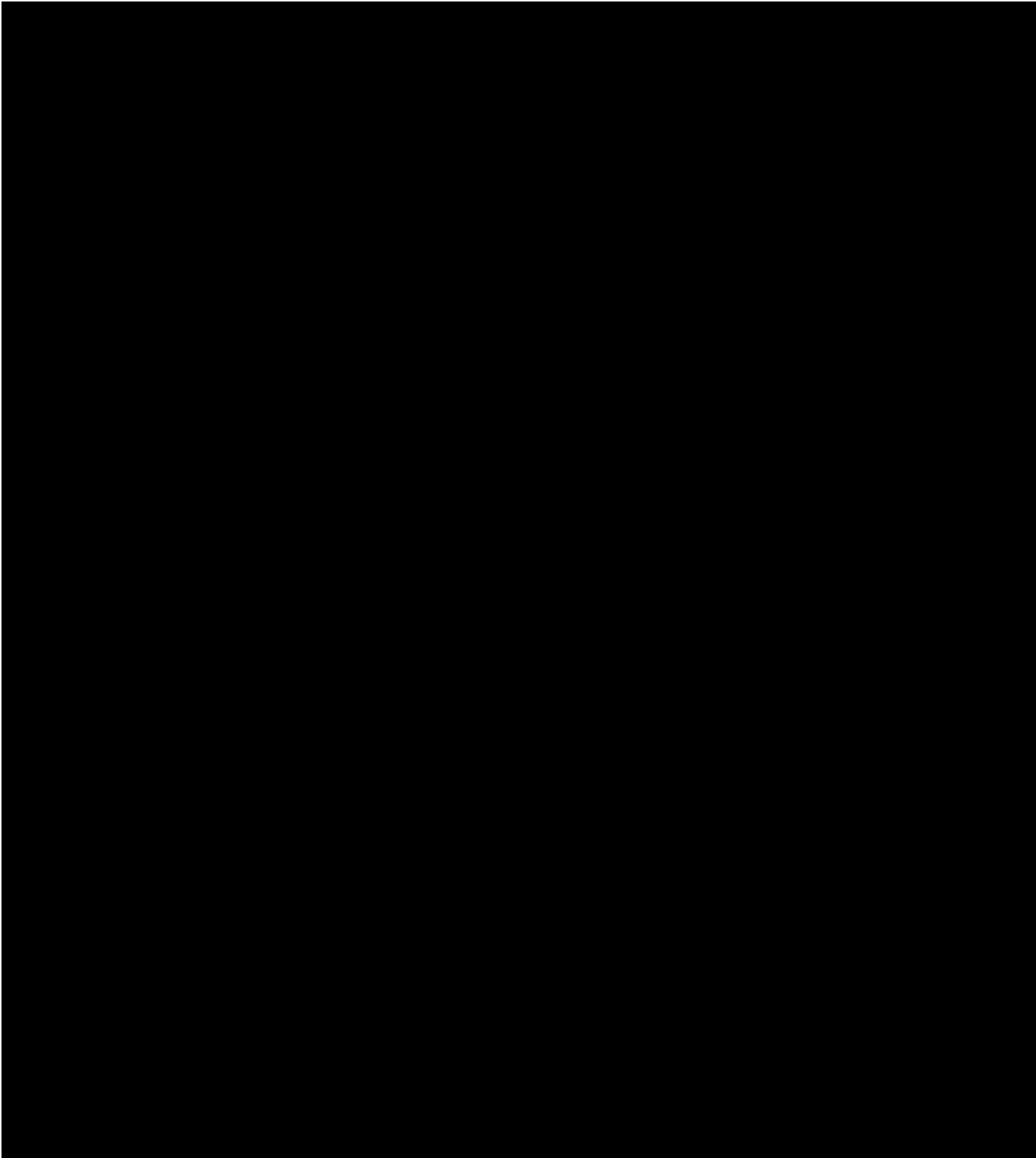








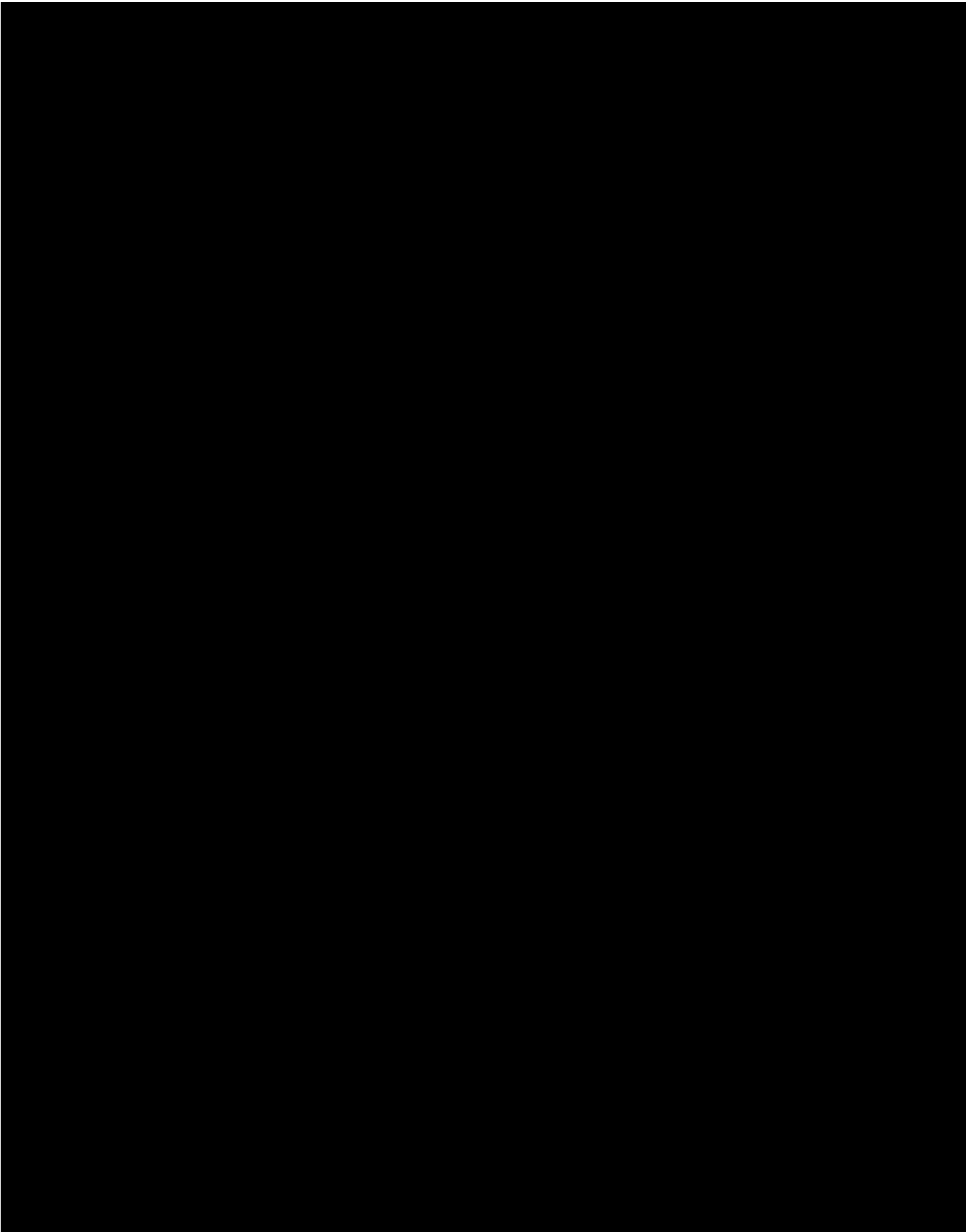


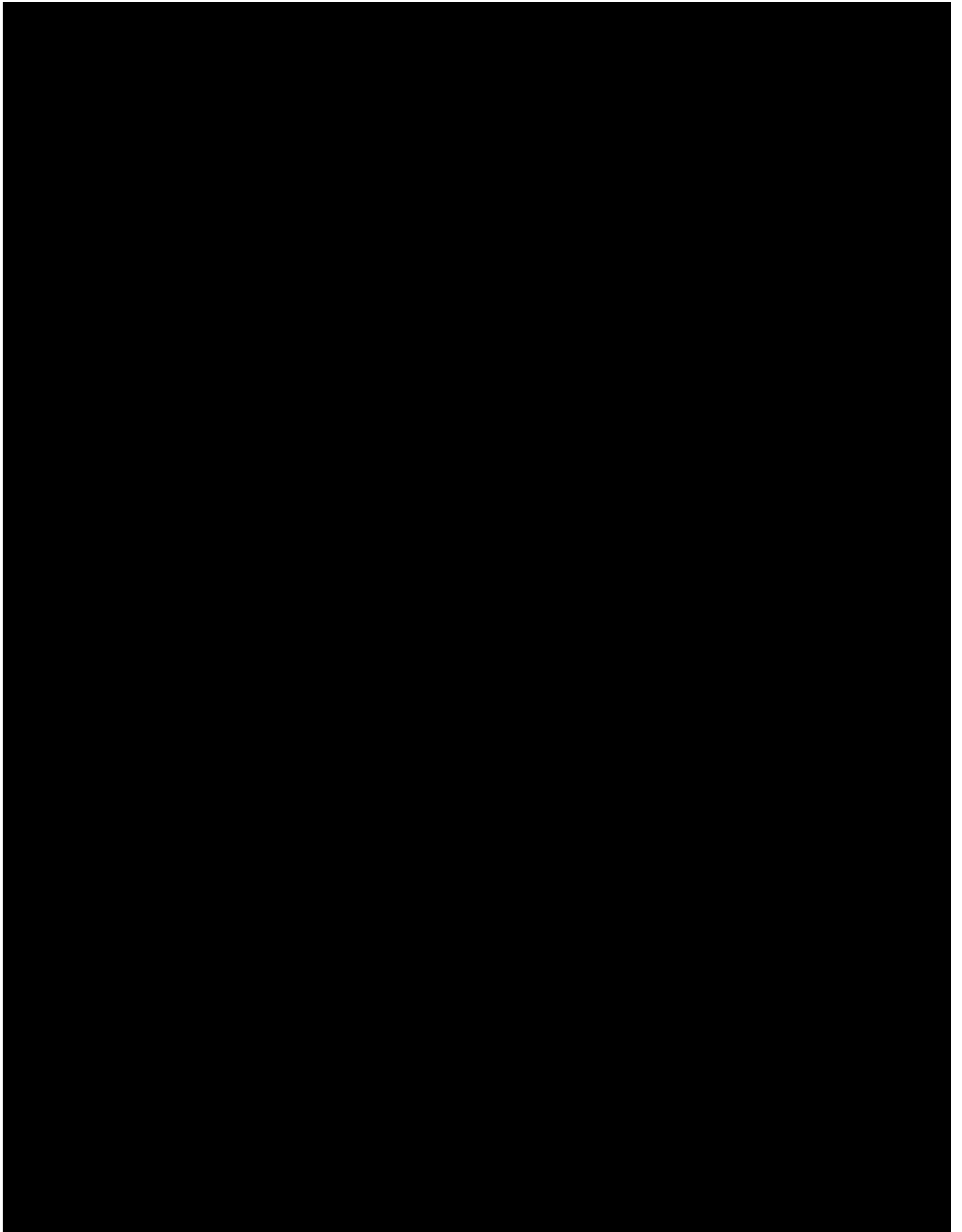


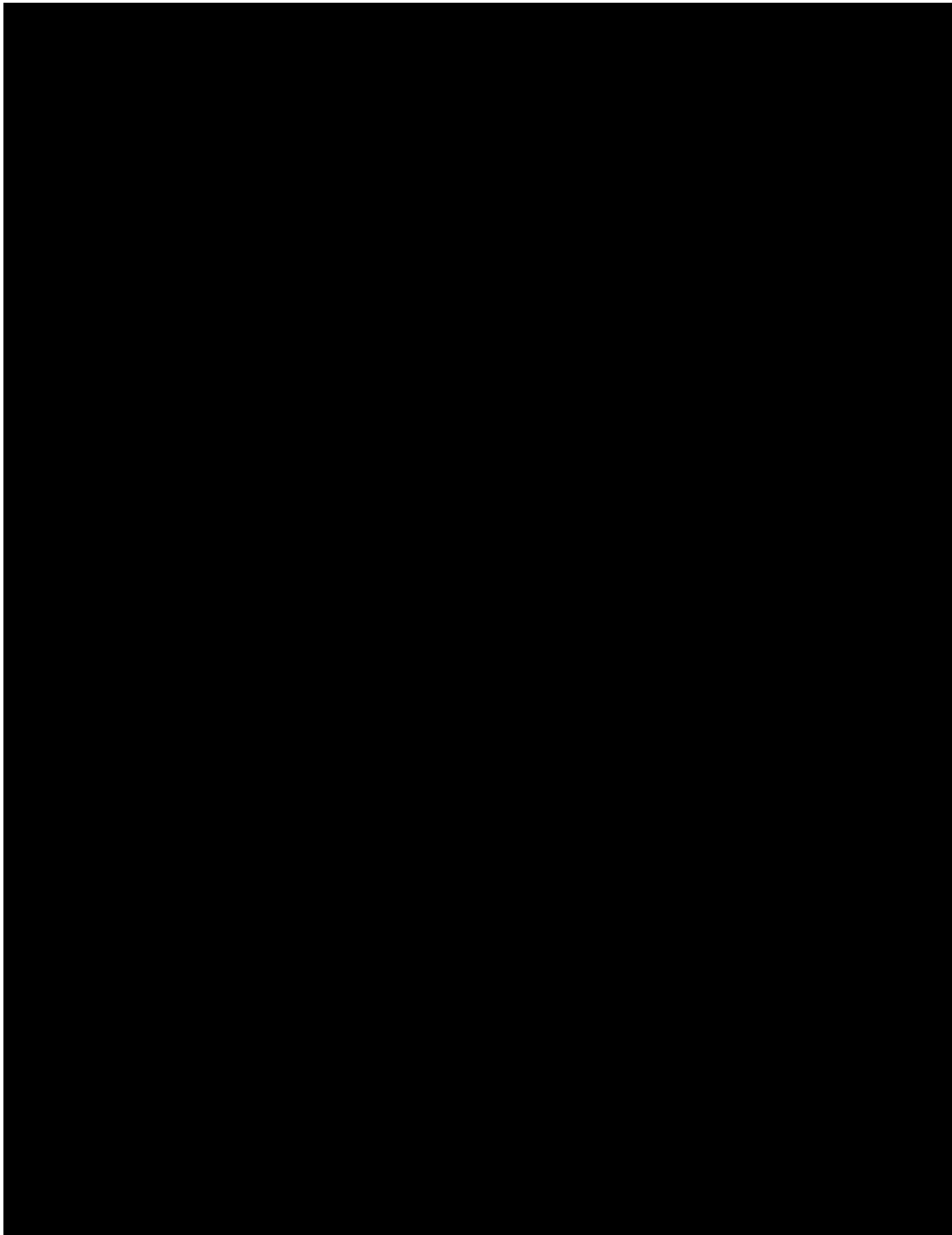
**SCHEDULE D**

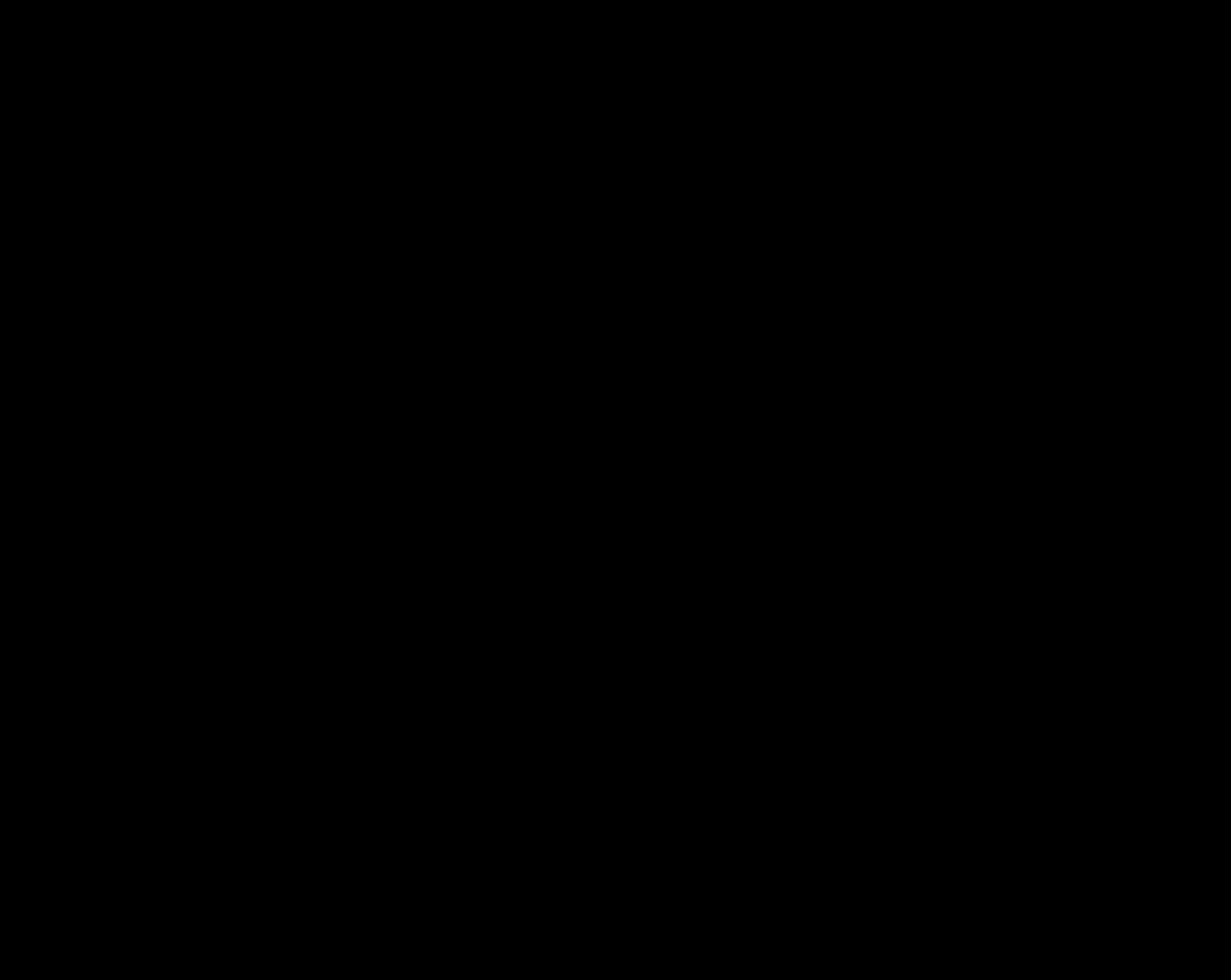


**(See Attached)**

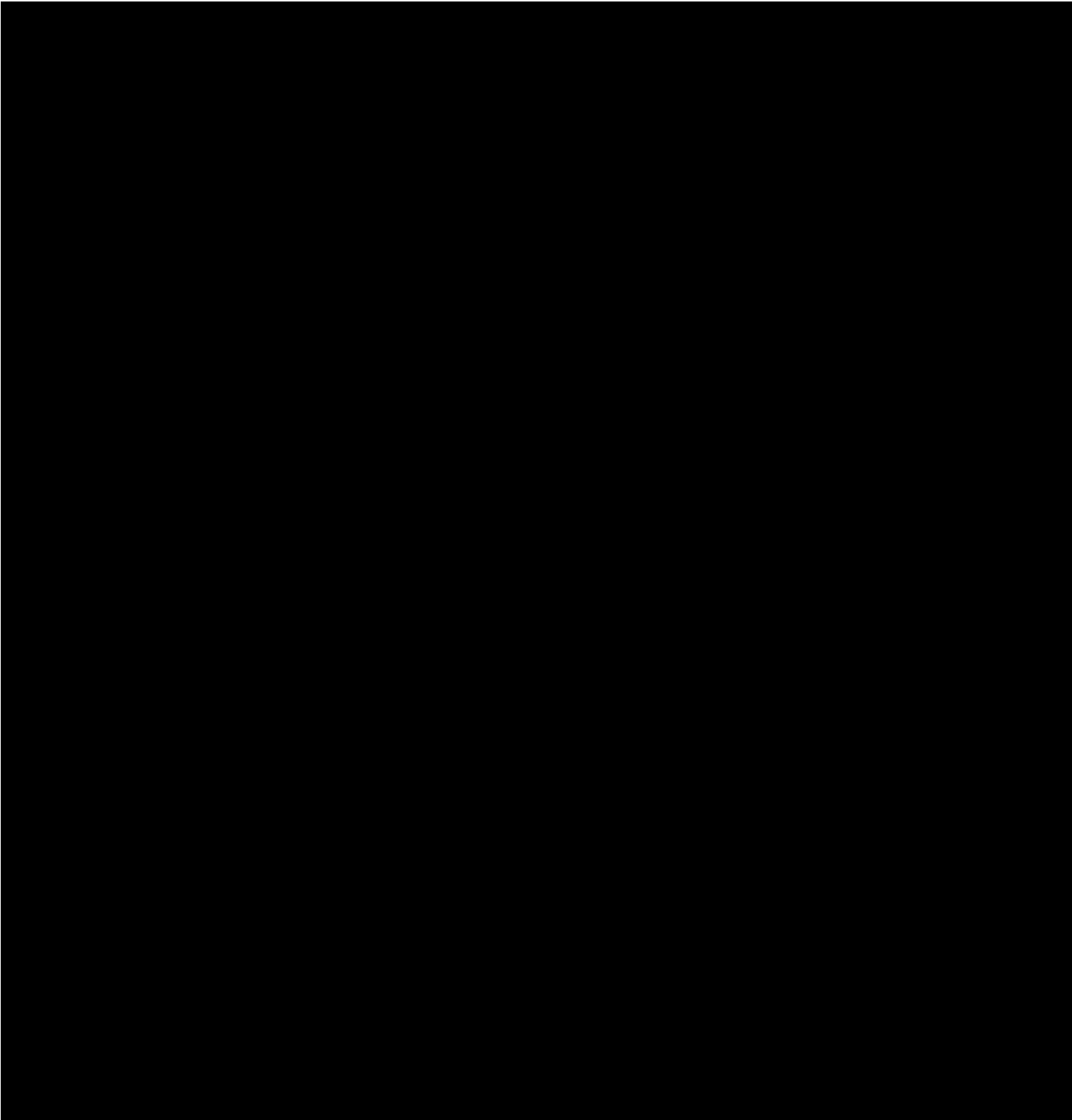




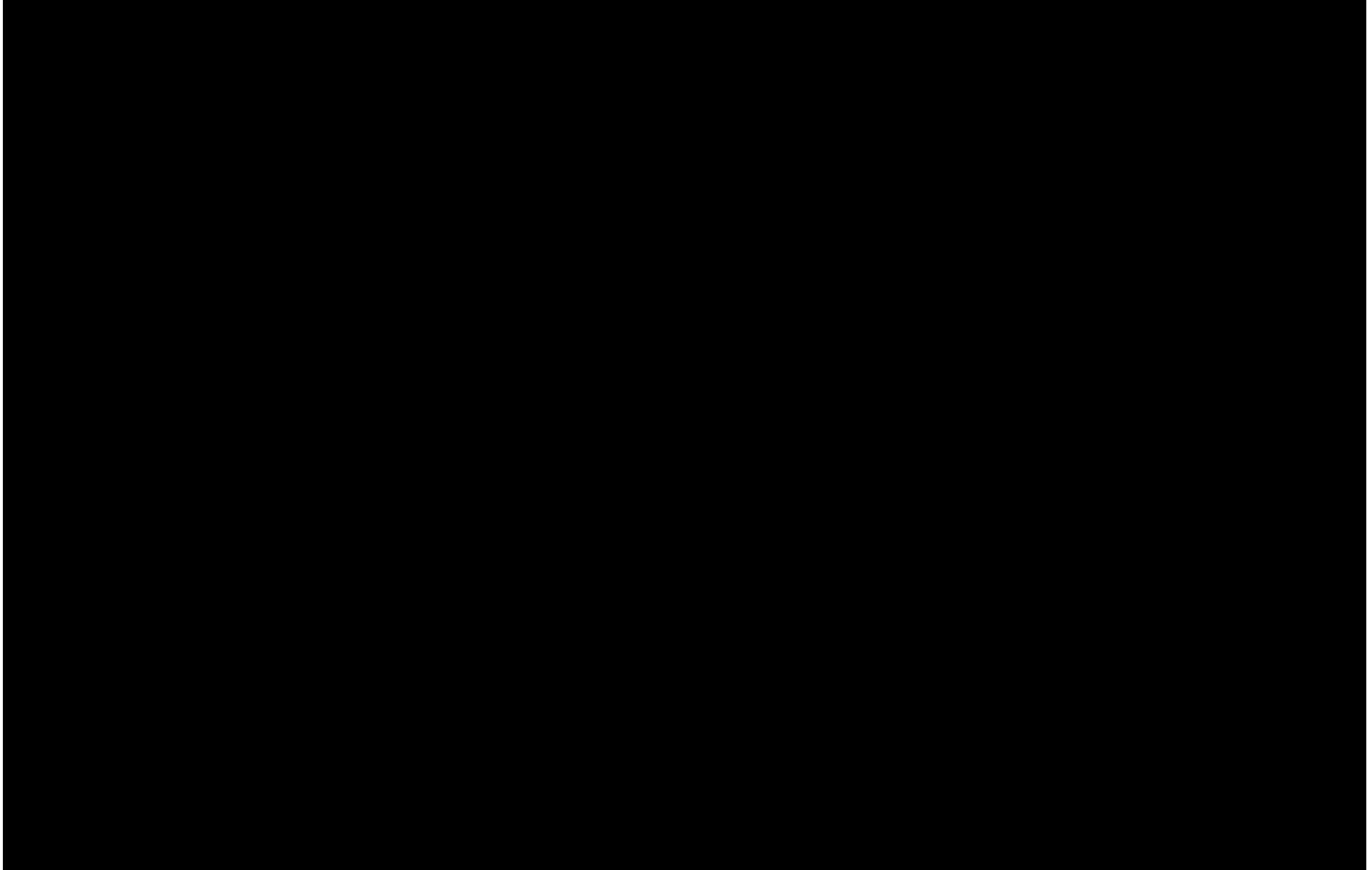




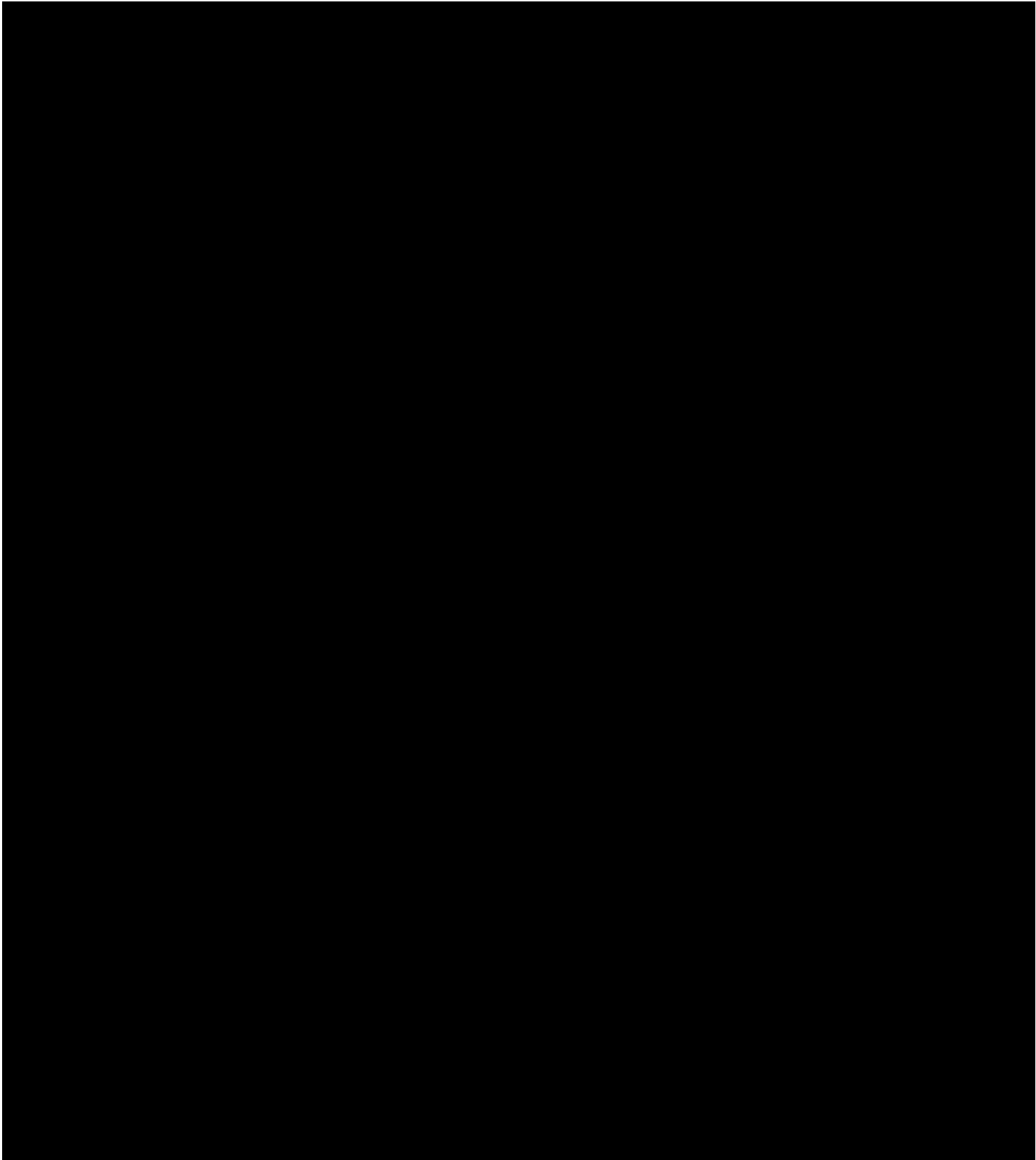


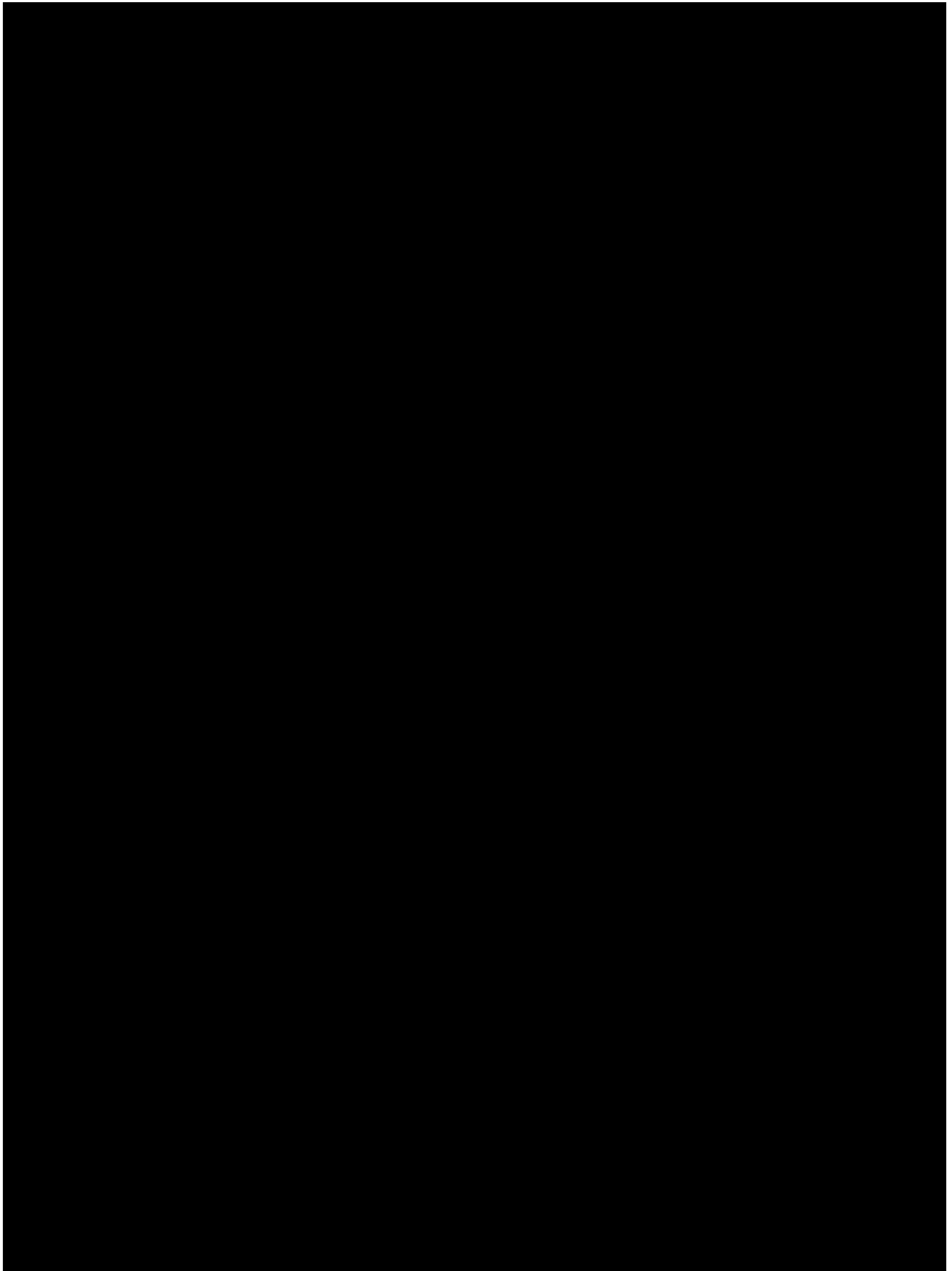


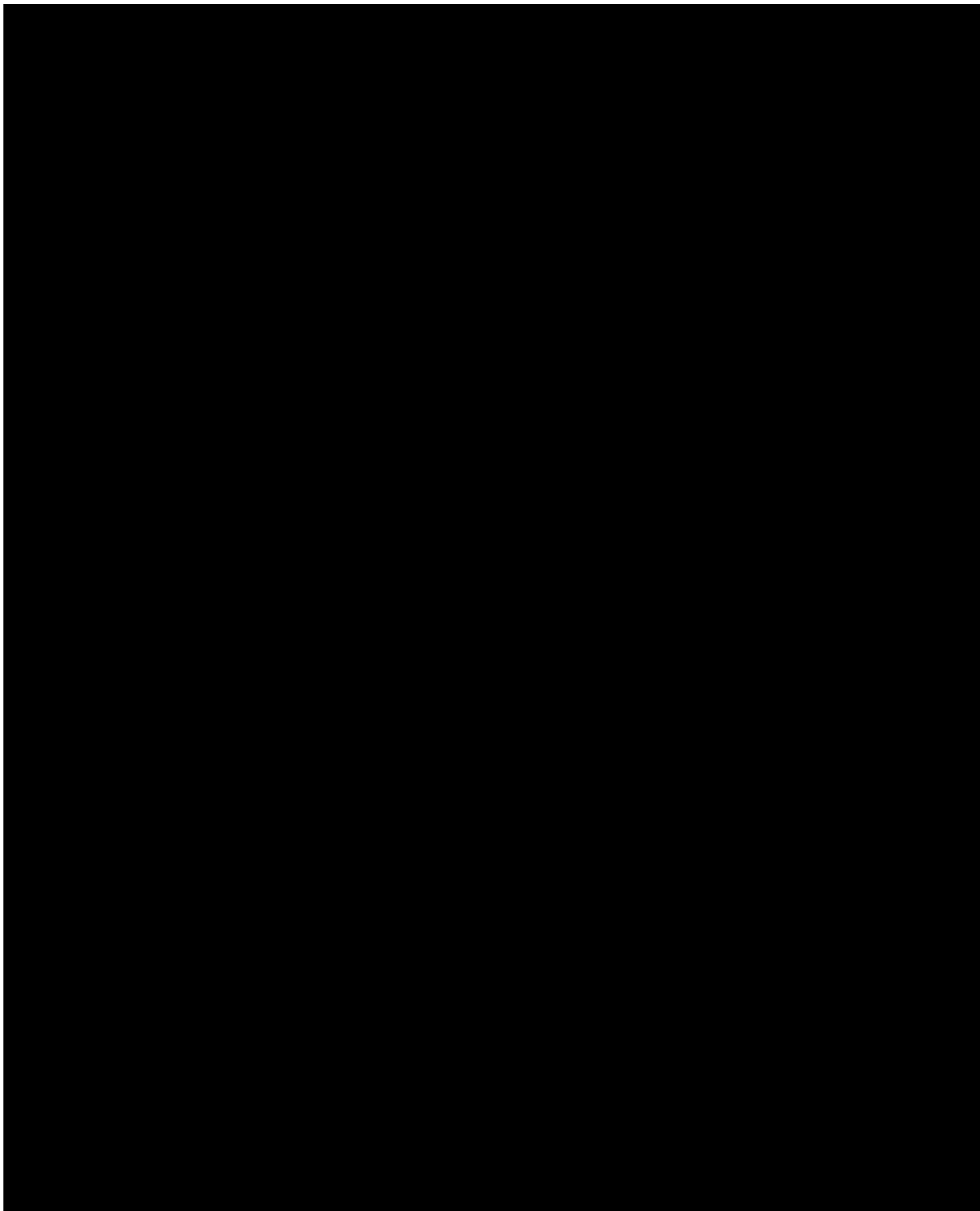
Schedule "A"



Schedule "B"









Schedule "C"

