

GRANT AGREEMENT AMENDMENT

THIS AMENDMENT to a **GRANT AGREEMENT** (the “Amendment”) is effective as of the date of last signature below.

BETWEEN:

CITY OF SAINT JOHN

(herein called “**Recipient**”)

-and-

FEDERATION OF CANADIAN MUNICIPALITIES

(herein called “**FCM**”)

WHEREAS:

- (a) the Recipient and FCM (individually a “Party” and collectively the “Parties”) entered into a Grant Agreement executed on **26 NOVEMBER 2018**, which may have been amended after its execution date (collectively the “Agreement”);
- (b) The Parties wish to amend the Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

- 1) A New Section 2.05 is added to the Agreement as follows:

“2.05 MCIP Program Extension.

MCIP is scheduled to end on March 31, 2021 (the “**Program Expiration Date**”). In the event MCIP is extended by the Government of Canada beyond the Program Expiration Date, then, upon written notice by FCM to the Recipient, the dates set out in the Agreement sections and schedules below shall be amended as follows:

- (a) 10.01(b): March 31, 2029
- (b) Schedule A Part 2
 - (i) Project End Date: February 28, 2022
- (c) Schedule A Part 3
 - (i) Last phase deliverables: February 28, 2022
- (d) Schedule B Part 3
 - (i) Last phase deliverables: February 28, 2022
 - (ii) Last disbursement: March 31, 2022
 - (iii) Period of Funding: February 28, 2022”

- 2) Section 5.02 of the Agreement is deleted in its entirety and replaced with the following:

“Negative Covenants. Unless FCM shall otherwise agree in writing, the Recipient shall not:

- (a) use the Grant for expenditures that are not Eligible Expenditures;
- (b) for 5 years after the end date of this Agreement, sell, assign, transfer, lease, exchange or otherwise dispose of, or contract to sell, assign, transfer, lease, exchange or otherwise dispose of, any of the real or personal property, whether movable or immovable, acquired,

purchased, constructed, rehabilitated or improved, in whole or in part, with the Grant (the “**Assets**”); if at any time within 5 years after the end date of this Agreement, the Recipient sells, assigns, transfers, leases, exchanges or otherwise disposes of any Asset other than to the Government of Canada, a local government, or with the Government of Canada’s consent, the Recipient may be required to pay back to FCM, at FCM’s sole discretion, all or a portion of the Grant that was disbursed by FCM to the Recipient.”

3) Section 10.01 of the Agreement is deleted in its entirety and replaced with the following:

“10.01 Audit and Access.

- (a) FCM reserves the right to undertake, at any time, at its expense, any audit of the records and accounts of the Recipient in relation to the Project. The Recipient agrees to ensure that prompt and timely corrective action is taken in response to any audit findings and recommendations conducted in accordance with this Agreement. The Recipient will submit to FCM in a timely manner, a report on follow-up actions taken to address recommendations and results of the audit.
- (b) The Recipient shall maintain proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, employee timesheets, and vouchers, in respect of the Project. The Recipient covenants and agrees that it shall keep all such books and records of the Project until March 31, 2028.
- (c) Upon FCM’s request with reasonable prior notice thereto, the Recipient shall provide FCM and its designated representatives with reasonable and timely access to sites, facilities, and any documentation relating to the Project for the purposes of audit, inspection, monitoring, evaluation, and ensuring compliance with this Agreement, and permit FCM to communicate directly with, including the receipt of information from, its external auditors regarding its accounts and operations relating to the Project.
- (d) The Government of Canada, the Auditor General of Canada, and their designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of this Agreement and any records and accounts respecting the Project and will have reasonable and timely access to sites, facilities and any documentation relevant for the purpose of audit.
- (e) The covenants, rights and obligations contained in this Article 10 shall survive the termination or expiry of this Agreement.”

4) The text in Schedule B Part 1 of the Agreement becomes Section 1.01 and a new Section 1.02 is added to Schedule B Part 1 of the Agreement as follows:

“1.02 FCM may, upon written notice to the Recipient, delete 1.01 above and replace it with the following:

Subject to the terms and conditions of the Agreement, FCM agrees to contribute towards the Eligible Expenditures an amount (the “**Grant Amount**”) that is equal to the lesser of:

- (a) the sum of one hundred and twenty-five thousand dollars (\$125,000);
- (b) one hundred percent (100%) of Eligible Expenditures to March 31, 2021; or
- (c) eighty percent (80%) of Eligible Expenditures;

Notwithstanding the foregoing, if the aggregate amount of funding received or to be received from all sources of funding, other than the Recipient, as described in Part 2 of Schedule B (all as

determined and calculated by FCM) is greater than the total expenditures incurred by the Recipient in respect of the Project, then FCM may reduce the Grant Amount to such amount as it deems appropriate, in its sole and absolute discretion.”

- 5) Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between the Amendment and the Agreement, the terms of this Amendment will prevail.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Amendment as of the date written below:

CITY OF SAINT JOHN

FEDERATION OF CANADIAN MUNICIPALITIES

Per: _____
Name: Don Darling
Title: Mayor

Per: _____
Name: Geneviève Thouin
Title: Director, MCIP

Date: _____

Date: _____

I have authority to bind the Recipient

I have authority to bind FCM