

National Disaster Mitigation Program

CONTRIBUTION AGREEMENT
National Disaster Mitigation Projects

BETWEEN

HER MAJESTY THE QUEEN
IN RIGHT OF CANADA,
as represented by the Minister of
Public Safety and Emergency Preparedness

(herein referred to as “Canada”)

AND

HER MAJESTY THE QUEEN
IN RIGHT OF NEW BRUNSWICK,
as represented by the New Brunswick
Department of Justice and Public Safety

(herein referred to as “New Brunswick”)

WHEREAS Canada has established the National Disaster Mitigation Program (“the Program”) to support projects that contribute to the achievement of the Department’s objectives with respect to reducing the impacts of natural disasters on Canadians by: 1) focusing investments on significant, recurring flood risks and costs; and 2) advancing work to facilitate private residential insurance for overland flooding.

AND WHEREAS Canada wishes to provide, through this Agreement, a financial contribution to New Brunswick for the purpose of the approved Project(s), being more fully described in Annex A (hereinafter referred to as “the approved Project(s)”).

THE PARTIES THEREFORE AGREE AS FOLLOWS:

1. MAXIMUM AMOUNT OF THE CONTRIBUTION

1.1. In support of the approved Project(s), described in Annexes A.1 to A.3, and subject to the terms and conditions set out in this Agreement, Canada agrees to contribute up to a maximum amount of \$191,587.50 towards eligible expenditures described in the Budget(s) of the approved Project(s), and not exceeding the maximum amount, identified in Annexes B.1 to B.3.

1.2. The maximum amount of the contribution is established as follow(s):

a) by fiscal year beginning on April 1 of a calendar year and ending on March 31 of the subsequent calendar year, and,

b) in accordance with the Budget(s) (Annexes B.1 to B.3) at:

\$191,587.50 for Fiscal Year 2021-2022;

Totalling \$191,587.50 for the funding provided by Canada under this Agreement.

2. CONDITIONS

- 2.1** New Brunswick acknowledges that under section 40 of the *Financial Administration Act* (R.S.C. 1985, c. F-11), any payment under this Agreement is subject to an annual appropriation for the fiscal year in which any commitment hereunder would come in course of payment. Therefore, funding for this Agreement may be reduced or terminated at Canada's discretion in response to the Government of Canada's annual budget or a parliamentary spending decision that has an impact on the Program under which this Agreement is made.
- 2.2** Any payment under this Agreement is subject to the continuance of the Program under which this Agreement is made and the terms and conditions for the fiscal year in which any commitment hereunder would come in course of payment. Therefore, funding under this Agreement may be reduced or terminated at Canada's discretion in order to comply with any Government decision that has an impact on the Program or its terms and conditions.
- 2.3** In the event of a proposed reduction or termination to the funding of the Program under subsection 2.1 or 2.2, Canada may, after giving New Brunswick a written notice of (30) thirty days, reduce the funding or terminate this Agreement. If as a result of reduction in funding, New Brunswick is unable or unwilling to complete the approved Project(s), New Brunswick may, after giving Canada a written notice, terminate this Agreement. Subject to the terms and conditions of this Agreement, in the event that this Agreement is terminated, the obligations of both Parties will cease.
- 2.4** New Brunswick agrees that:
- a) Unless Canada has authorized on-Reserve First Nations to utilize Indigenous and Northern Affairs Canada mitigation funding to contribute to New Brunswick's share of the eligible costs of an approved Project(s), up to 100% of New Brunswick's eligible project costs, any payment under this Agreement is subject to financial assistance from Canada not exceeding fifty percent (50%) of the approved Project's(s') eligible costs for New Brunswick;
 - b) Unless Canada has authorised it, the maximum amount of in-kind contribution from all non-federal sources of funding contributing to the project's provincial or territorial share of the eligible costs may not exceed fifteen percent (15%);
 - c) it shall, without delay, inform Canada of any change to the Budget(s), the project(s) objectives and/or activities, or of any change in anticipated funding and any additional amount that is received for the approved Project(s); and,
 - d) if Canada's total financial assistance exceeds the percentage prescribed at paragraph a) or if the approved Project(s) generates a profit, or receives other sources of funding for the purpose of the Agreement, Canada may reduce the contribution, request reimbursement of any overpayment or renegotiate the expected activities/results.

3. ELIGIBLE AND INELIGIBLE EXPENDITURES

- 3.1** The Parties agree that only the budget categories of expenditures described in Annex B.1 to B.3 are eligible under this Agreement.

3.2 New Brunswick agrees that Canada's contribution only covers actual costs of those eligible expenditures described in Annexes B.1 to B.3 of this Agreement. New Brunswick also acknowledges having been informed that the following expenditures are not eligible expenditures under this Agreement:

- a) Costs relating to events and equipment which are considered to be the routine responsibility of provincial ministries or first responder agencies such as police, fire and ambulance.
- b) Ongoing operating and maintenance costs for National Disaster Mitigation Program initiatives following completion of the approved Project(s).
- c) The value assigned to data that was procured or collected prior to this Agreement.
- d) Administrative costs which are not directly related to a specific National Disaster Mitigation Program project. New Brunswick is expected to absorb the routine costs of doing business. Examples such as regular salaries and benefits, audit costs, office furniture, equipment, office supplies, committee work, administration and supervision of National Disaster Mitigation Program projects are not to be cost-shared. It is recognized that certain proposals incur extraordinary administrative expenses, which are incremental to the routine costs of providing government services; these expenses can be considered for cost-sharing and shall be clearly identified in detail at the proposal stage.
- e) Hospitality costs.
- f) Mitigation projects that would yield only temporary measures (e.g., use of sandbags).
- g) Mitigation projects that would create ongoing need for funds from the federal government or from New Brunswick that cannot be absorbed in their current budget.
- h) Any expenditures related to a project already started prior to application for funding and prior to approval.
- i) Damages and interests resulting from any action or omission causing harm to a third party for which New Brunswick is held civilly liable by a Court and has to pay; or fines under any municipal, provincial, territorial or federal legislation resulting from a transgression by New Brunswick, or any amount resulting from any settlement entered into by New Brunswick, or imposed by a Court, including an Arbiter, to New Brunswick in relation with the funded National Disaster Mitigation Program project.
- j) Taxes other than the PST or provincial part of the HST.
- k) Projects that address needs that are not related to prevention/mitigation.
- l) Costs reimbursed under another Government of Canada program.

3.3 Canada does not reimburse the tax paid by New Brunswick for goods and services for which New Brunswick is entitled to tax credit or reimbursement.

3.4 The maximum rates that New Brunswick can claim for exceptional transportation related to the delivery of the approved Project(s) shall be reimbursed up to Economy Class.

3.5 In accordance with the Reporting Requirements and Payment Schedule (Annex C) and the Budget(s) (Annexes B.1 to B.3), eligible expenditures must be incurred by New Brunswick in the fiscal year they are allocated and New Brunswick may report an eligible expenditure to a subsequent Fiscal Year only with the written authorization of Canada.

3.6 Only expenditures incurred by New Brunswick during the period covered by this Agreement under section 35 may be claimed by New Brunswick.

3.7 New Brunswick may redistribute the contribution only if the following conditions are met:

- a) New Brunswick acknowledges its independence in the choice of the persons or entities and project(s) proposed to and approved by Canada, now eligible under paragraph c) and to whom New Brunswick is authorised to redistribute the funding received under this Agreement, and that New Brunswick is not administering the Program on behalf of Canada;
- b) New Brunswick agrees that it is solely responsible for the action or omission of a person or entity to whom it will redistribute funding received under this Agreement and must indemnify and save harmless Canada and its employees and agents from and against all claims, losses, damages, costs, expenses, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the person or entity to which New Brunswick to whom it redistributed the funding received under this Agreement;
- c) In support of the approved Project(s), described in Annexes A.1, A.2 and A.3 and subject to the terms and conditions set out in this Agreement, Canada agrees to contribute to redistribution of funding up to a maximum amount of \$191,587.50 toward eligible expenditures described in the Budget(s) (Annexes B.1, B.2 and B.3);
- d) New Brunswick agrees that it shall only redistribute funds received under this Agreement to these entities:
 - i. City of Fredericton
 - ii. Town of Sussex
 - iii. City of Saint John
- e) Funds redistributed by New Brunswick shall appear in a specific Budget(s) (Annexes B.1, B.2 and B.3) and the cashflow statement(s), and may only be used for the eligible expenditures described in subsection 3.1;
- f) New Brunswick agrees that it will only redistribute funds received under this Agreement if it has created a provincial program and/or signed a written funding agreement with an eligible entity, identified in subsection d), which address the following elements:
 - i. the responsibilities agreed to between New Brunswick and the person or entity with whom New Brunswick redistributes the funding received under this Agreement, including their financial roles and responsibilities;
 - ii. provisions for oversight, reviews, and audits to be conducted by New Brunswick and the right of New Brunswick to provide copies of any review, evaluation or audit reports to Canada;
 - iii. provisions allowing for Canada, upon giving 72 hours' notice, to have reasonable access to the Project documents and premises of the person or entity with whom New Brunswick redistributes funding received under this Agreement, only for the purpose of monitoring compliance with the funding provided under this Agreement and the obligations of New Brunswick; and
 - iv. provisions for New Brunswick to make known Canada's role in the funding provided to persons or entities to whom New Brunswick will redistribute the funding received under this Agreement.

- g) New Brunswick shall provide Canada, upon request, a copy of any agreement signed with an eligible person or entity identified in subsection d) to which New Brunswick has redistributed the funding received under this Agreement;
- h) New Brunswick shall provide Canada, upon request, a copy of any reports or reviews, evaluations or audits carried out by, or on behalf of, New Brunswick related to the use of the funding by an eligible person or entity to whom New Brunswick has redistributed the funding received under this Agreement.

3.8 Canada may, at its discretion, approve expenditures made by New Brunswick before the period covered by this Agreement established by section 35, only if Canada was informed in writing by New Brunswick of those expenditures before the signing of this Agreement and if New Brunswick has demonstrated to the satisfaction of Canada that the facts surrounding those expenditures met the following definition of exceptional circumstances. "Exceptional circumstances" in this Agreement means facts that support a funding where there would have been loss of a critical project resource or that the viability of the project would have been jeopardized had the expenditures not been incurred prior to the signature of the agreement.

4. REALLOCATION OF FUNDS BETWEEN COST CATEGORIES

4.1 New Brunswick is permitted to reallocate funds between categories of eligible expenditures, as identified in a specific Budget(s) (Annexes B.1 to B.3), under the following conditions:

- a) Within a current fiscal year, a reallocation is greater than 20% of Canada's annual contribution for this fiscal year, New Brunswick must obtain a written authorization from Canada and the Parties shall amend this Agreement; or,
- b) Within a current fiscal year, a reallocation is up to 20% of Canada's annual contribution for the current fiscal year, New Brunswick is not required to obtain a written authorization from Canada but the reallocation must be formally explained and included in the cash flow statement and any audited or non-audited financial reports or statement required under this agreement.
- c) If the reallocation results in adding or deleting a budget(s) category, a change in the project objectives, activities, outcomes or results, New Brunswick must obtain a written authorization from Canada. Annex E includes the list of all eligible cost categories under this program.

4.2 Despite any reallocations, the maximum amount of funding will remain the same as set out in subsection 1.2.

4.3 For greater certainty, the Parties have agreed that reallocation between budget(s) and project(s) are prohibited under this Agreement.

5. PAYMENT SCHEDULE AND FINAL PAYMENT (HOLDBACK)

5.1 Canada agrees to provide New Brunswick with progress payments in accordance with the Reporting Requirements and Payment Schedule (Annex C) after receiving and approving the cashflow statements and the reports as described and outlined in subsection 5.2.

5.2 Canada may issue a payment only after being satisfied that New Brunswick has complied with its obligations under this Agreement, including but not limited to the production of the following reports:

- a) All cashflow statements required under subsections 6.1, 6.2 and 6.3; and
- b) All interim or final project reports required under section 7.

5.3 Canada will issue a final payment at the end of this Agreement only when Canada is satisfied that New Brunswick has complied with all the obligations under this Agreement.

6. FINANCIAL REPORTING

Initial Cashflow Statement

6.1 New Brunswick shall provide Canada an initial cashflow statement for each project in this agreement (Annexes A.1 to A.3) upon the signature of the agreement. The cashflow must contain a presentation of the approved Project(s) budget(s), as categorized in the Budget(s) (Annexes B.1 to B.3), and include a statement of forecasted revenue and expenditures as described in (Annex D). It must be certified by a person duly authorized by New Brunswick and show any reallocations of funds between specific budget items, as per the requirements of section 4, and supporting documentation for the reallocation.

Updated Cashflow Statement

6.2 New Brunswick shall provide Canada an updated cashflow statement for each project identified in this agreement in accordance with the reporting requirements and payment schedule (Annex C). The cashflow must contain a presentation of the approved Project(s) budget(s), as categorized in the Budget(s) (Annexes B.1 to B.3), and include a statement of revenue and expenditures as described in (Annex D). It must be certified by a person duly authorized by New Brunswick and show any reallocations of funds between specific budget items, as per the requirements of section 4, and supporting documentation for the reallocation.

Final Cashflow Statement

6.3 New Brunswick shall provide Canada a final cashflow statement on the approved Project(s). The cashflow must contain a presentation of the approved Project(s) budget(s), as categorized in the Budget(s) (Annexes B.1 to B.3), and include a statement of revenue and expenditures as described in (Annex D). It must be certified by a person duly authorized by New Brunswick and show any reallocations of funds between specific budget items, as per the requirements of section 4, and supporting documentation for the reallocation. The final cashflow statement must be submitted to Canada no later than ninety (90) days after the completion of the Project activities.

6.4 For the purpose of this Agreement, an “in-kind contribution” refers to non-monetary resources provided by third-parties and/or New Brunswick to support the approved Project(s).

6.5 In-kind contributions shall be converted into monetary value and included in the Budget(s) (Annexes B.1 to B.3) only when they may affect the percentage of total

governmental assistance set by subsection 2.4 and when a monetary value can be reasonably estimated or when the Parties have agreed on a value and the need to report it. The estimated monetary value shall be agreed to by Canada.

- 6.6** All sources of funding and all in-kind contributions as defined in subsection 6.5 for the approved Project(s) shall be identified separately in the Budget(s) (Annexes B.1 to B.3) and be identified in the cashflow statements.

7. NON-FINANCIAL REPORT

- 7.1** New Brunswick shall provide Canada an interim and final project report as described in Annex C, in a format prescribed by Canada in Annex F.

- 7.2** At the end of the project, New Brunswick shall provide Canada a final project report no later than ninety (90) days after the end of the approved Project(s).

- 7.3** New Brunswick shall provide Canada with any additional information that Canada deems necessary for the purpose of this agreement.

8. SURPLUS AND DEFICIT

- 8.1** Any deficit remaining upon expiry of this Agreement is the sole responsibility of New Brunswick.

- 8.2** Any surplus remaining upon expiry of this Agreement constitutes a debt due to the Federal Crown.

9. DISPOSITION OF ASSETS

- 9.1** New Brunswick shall preserve any assets acquired with the contribution funds for the duration of the approved Project(s) and use them for the approved Project(s) only unless Canada authorizes their disposition.

- 9.2** At the end of the approved Project(s) activities, or upon termination of this Agreement if earlier, and if directed to do so by Canada, any assets acquired with Canada's contribution costing less than \$5,000.00 that have been preserved by New Brunswick shall be:

- a) Sold at fair market value and that the funds realized from such sale be applied to the eligible expenditures of the approved Project(s) to offset Canada's contribution; or,

- b) Disposed of in such other manner as may be determined by Canada.

10. PROJECTS' RECORDS

New Brunswick shall:

- a) Maintain separate accounting records, clearly identifying revenues and expenditures for the approved Project(s), and in the case of any in-kind contributions to the approved Project(s) by New Brunswick or by third parties, records supporting the provision of such in-kind contribution;

- b) Maintain financial records with respect to Canada's contribution in accordance with generally accepted accounting principles as prescribed in the *Canadian Institute of Chartered Accountants Handbook*, including records of all expenditures made by New Brunswick in relation to the approved Project(s) and invoices, receipts and vouchers relating thereto; and,
- c) Retain all materials and records relating to this Agreement and the approved Project(s) for a period of no less than five (5) years following the expiry or termination of this Agreement.

11. AUDIT

- a) New Brunswick agrees that Canada may appoint independent auditors, at the Government of Canada's expense, during the term of this Agreement and within five (5) years following the expiry or termination thereof to review the records maintained by New Brunswick in order to ensure compliance with all financial and non-financial provisions of this Agreement, including the management of funds provided by the Government of Canada and the consistent application of generally accepted accounting principles in the maintenance of financial and accounting records.
- b) New Brunswick agrees that Canada may cooperate and share information with other Government of Canada departments or agencies for the purpose of Single Recipient Audit. Single Recipient Audit utilizes a coordinated approach to recipient audit whereby an auditor representing different departments or different programs within one department conducts a single audit of a common recipient to verify compliance with terms and conditions of some or all funding agreements.
- c) New Brunswick shall give access to its premises and make its materials and records available to Canada for the purpose of any evaluation or audit conducted under this Agreement, without charge, during regular business hours within seventy-two (72) hours after receiving written notification and shall make available any supporting documents, records, registers or other documents when requested. New Brunswick shall provide copies of records and registers when requested, without charge.
- d) The results of audits performed by the Government of Canada could be made available to the public through posting on the Public Safety Canada Internet site (www.publicsafety.gc.ca).
- e) New Brunswick shall make its materials and records available to the Government of Canada when requested by the Government of Canada for the purpose of an inquiry under subsection 7.1(1) of the *Auditor General Act*, R.S.C., 1985, c. A-17.

12. OVERPAYMENT

12.1 New Brunswick is deemed to have received an overpayment if any of the following occurs:

- a) Sums were paid to New Brunswick but remained unexpended by the end of the last fiscal year covered by this Agreement or the date of expiry or termination of this Agreement;

- b) New Brunswick's updated cashflow statement, or final cashflow statement has been completed, and an overpayment has been identified as a result of ineligible expenditures;
- c) Canada carries out a financial analysis or audits the financial statements of New Brunswick and an overpayment is identified as a result of ineligible expenditures or costs;
- d) An overpayment is identified as a result of non-compliance with the stacking limits established by subsection 2.4 for total governmental financial assistance; or
- e) For any other reason, New Brunswick was not entitled to the contributions, or Canada determines that the sums paid exceed the amount to which New Brunswick was entitled.

12.2 New Brunswick recognizes that expenditures may be deemed ineligible if there is no related invoice, receipt or other supporting documents or if, in the opinion of Canada, the expenditures cannot be substantiated.

12.3 Any overpayment is a debt to the Federal Crown and payable by New Brunswick. The overpayment shall be repaid to Canada no later than thirty (30) days following the date of receipt of notice from Canada or at the discretion of Canada. It may be offset by reducing any other contributions made by the Federal Crown.

12.4 Reimbursements due to Canada by New Brunswick shall be made to the Receiver General of Canada.

13. DECLARATIONS AND UNDERTAKINGS

13.1 New Brunswick declares:

- a) that the description of the approved Project(s) provided in Annexes A.1 to A.3 is true and accurately reflects what New Brunswick intends to do, that the information contained therein is accurate, and that all relevant information has been disclosed;
- b) that it has the capacity and authority to enter into the Agreement to carry out the approved Project(s) and that it knows of no reason, fact or event, current, imminent or probable, that would diminish this capacity and authority;
- c) that all sources of funding for the approved Project(s), including any in-kind contributions as defined in subsection 6.5, are identified in the Budget(s);
- d) that it holds the intellectual property rights required for the conduct of the approved Project(s), the exploitation of any intellectual property resulting thereof, and New Brunswick grants Canada the licenses and authorisations described in section 16.
- e) that it is committed to the promotion of and respect for a law abiding society, the rule of law and the values and principles underlying the *Canadian Charter of Rights and Freedoms* and the *Canadian Bill of Rights* and declares that it is not participating in, or

condoning, any activity that could be construed as contrary to the laws of Canada or its provinces or territories.

- f) that the Project(s) are conducted in compliance with applicable federal and provincial legislation.
- g) that no construction will occur before all Parties are satisfied that any legal duty to consult with, and where appropriate, to accommodate Indigenous groups has been met and continues to be met:
 - i. if, as a result of changes to a Project or otherwise, Canada determines that further consultation is required, New Brunswick will work with Canada to ensure that the legal duty to consult, and where appropriate, to accommodate Indigenous groups, is met and continues to be met to Canada's satisfaction; and
- h) that New Brunswick will consult with Indigenous groups that might be affected by the Project, explain the Project to them, including Canada's role, and will provide a report to Canada, which will include:
 - i. a list of all Indigenous groups contacted;
 - ii. a summary of all communications to date with the Indigenous groups, indicating which groups support or object to the Project, and whether their positions are final, preliminary or conditional in nature;
 - iii. a summary of any issues or concerns that the Indigenous groups have raised and an indication of how New Brunswick has addressed or proposes to address those issues or concerns.

13.2 New Brunswick acknowledges:

- a) that it was informed by Canada that any expenditure incurred by New Brunswick, prior to the date at which this Agreement has been signed by both parties, subject to section 35, will not be reimbursed;
- b) that Canada did not, directly or indirectly, agree to, endorse or support in any way New Brunswick's decision to proceed with expenditures prior to the signature of this Agreement;
- c) that any expenditures made prior to the signature of this Agreement, subject to section 3.8 and 35, were at New Brunswick's own risk;
- d) that if pre-execution was sought by New Brunswick and approved by Canada:
 - i. that any expenditures incurred after April 1st, 2021, and prior to the signature of this Agreement must meet eligibility requirements as per the NDMP's terms and conditions;
 - ii. that any expenditures incurred after April 1st, 2021, and prior to the signature of this Agreement must not pre-date the project approval date;
 - iii. that any expenditures incurred after April 1st, 2021, and prior to the signature of this Agreement must not exceed three (3) months prior to the signature of the contribution agreement;

- iv. that any expenditures incurred after April 1st, 2021, and prior to the signature of this Agreement must not exceed 25% of the Public Safety contribution;
- v. for greater certainty, New Brunswick and the entities described in clause d) of section 3.7 must use their own funding contributions for any expenditures made by them for a given project before this Agreement is signed by both parties; and
- vi. despite clause 13.2 c), expenditures incurred by the entities described in clause d) of section 3.7 after April 1st, 2021 and prior to the signing of this Agreement are deemed to be eligible expenditures for cost-sharing purposes for this Agreement.

13.3 During the term of this Agreement, New Brunswick undertakes to:

- a) take all necessary actions to maintain itself in good standing, to avoid conflict of interest, to preserve its legal capacity, and to inform Canada, without delay, of any failure to do so;
- b) disclose to Canada, without delay, any fact or event that would or may compromise the approved Project(s) chances of success or New Brunswick's ability to complete any of the terms and conditions of this Agreement, either immediately or in the long term, including, but not limited to, pending or potential lawsuits and audits; and
- c) respect official language commitments set out in the approved Project(s) Description as outlined in the approved Project(s) Description (Annexes A.1 to A.3), and, if applicable, to make public announcements and public documents related to the activities available in both official languages.

14. PUBLIC ANNOUNCEMENT

New Brunswick agrees that, with respect to this Agreement, a public announcement by Canada in the form of a press release, press conference or otherwise may be made. New Brunswick agrees that it will provide all 'reasonable and necessary' assistance in the organization of the public announcement, as requested by Canada. New Brunswick acknowledges that its name, the amount awarded, and the general nature of the activities supported may be made publicly available by Canada.

15. ACKNOWLEDGEMENT

New Brunswick agrees to acknowledge the contribution received from Canada in a manner satisfactory to Canada.

16. INTELLECTUAL PROPERTY

16.1 New Brunswick retains ownership of any intellectual property created by New Brunswick in carrying out the Project;

16.2 New Brunswick grants Canada a royalty-free, permanent and non-exclusive license to use, produce, reproduce, distribute, translate, publish or perform, in any way, of any

intellectual property created by New Brunswick in carrying out the Project or an adaptation, in any language, for any governmental non-commercial purpose.

17. NO-PARTNERSHIP

17.1 The Parties acknowledge that this Agreement does not constitute an association for the purpose of establishing a partnership or joint venture; does not create an agency relationship between Canada and New Brunswick, and in no way implies any agreement or undertaking to conclude any subsequent agreement.

17.2 New Brunswick agrees to not represent itself as being a partner, co-contractor, employee or agent of Canada in carrying out the approved Project(s) referred to in this Agreement.

18. ASSIGNMENT

New Brunswick must not assign this Agreement, or any part thereof, or any payments to be made under it, without the written permission of Canada but nothing shall preclude New Brunswick from enlisting the assistance of others in carrying out the obligations under this Agreement.

19. DIRECT OR INDIRECT BENEFITS

No member of Parliament, current or former public office holder of the Government of Canada may receive a direct or indirect benefit from this Agreement or obtain any advantage resulting from it unless they are complying with applicable regulations or policies, as the case may be, including the requirements under the *Parliament of Canada Act* (R.S.C. 1985, c. P-1.01), the *Conflict of Interest Act* (S.C. 2006, c. 9), or the *Values and Ethics Code for the Public Sector*.

20. LIABILITY

New Brunswick agrees that Canada and its employees and agents shall not be held liable for any injury, including death to any person, or for any loss or damage to property of New Brunswick or for any obligation of New Brunswick or anyone else, incurred or suffered by New Brunswick or its employees, agents or voluntary workers in carrying out the approved Project(s), including loans, capital leases or other long term obligations in relation to this Agreement.

21. INDEMNIFICATION

New Brunswick shall indemnify and save harmless Canada and its employees and agents from and against all claims, losses, damages, costs, expenditures, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of New Brunswick or its employees, agents or voluntary workers in carrying out the approved Project(s), except that Canada shall not claim indemnification under this section to the extent that the injury, loss or damage has been caused by Canada or its employees or agents.

22. DISCLOSURE

22.1 Information gathered by the Parties in carrying out this Agreement is subject to the applicable federal and provincial legislations, regarding access to information and privacy.

22.2 New Brunswick acknowledges that Canada may make this Agreement public along with any reports, audits, evaluations or other documents produced in connection with this Agreement and any information contained in them.

23. DEFAULT AND REMEDIES

23.1 Any of the following events constitute a default to this agreement:

- a) In Canada's opinion, there is a change in risk that would jeopardize the success of the approved Project(s) or the achievement of its objectives;
- b) New Brunswick, either directly or through its representatives, makes a false or misleading statement to Canada;
- c) In Canada's opinion, New Brunswick is in breach of the performance of, or compliance with, any term, condition, milestone, deadline, commitment or obligation provided for in this Agreement; or,
- d) New Brunswick no longer meets the eligibility criteria of the Program.

23.2 If there is a default or if, in Canada's opinion, there is likely to be a default, Canada may, after giving written notice to New Brunswick and if New Brunswick does not remedy the default within thirty (30) days, do any of the following: reduce the contribution level, suspend any payment, make arrangements under particular terms and conditions so that the project is completed or continued by another recipient, rescind this Agreement and immediately terminate any financial obligation arising out of it and therefore require repayment of amounts already paid.

23.3 The fact that Canada refrains from exercising a remedy or any right herein must not be considered a waiver of such remedy or right and, furthermore, partial or limited exercise of a remedy or right conferred on Canada shall not prevent Canada in any way from later exercising any other remedy or right under the Agreement or other applicable law.

24. TERMINATION

This Agreement may be terminated:

- a) by any Party, when, as set out in paragraph 2.3, funding is no longer available or the appropriation has been decreased, thirty (30) days upon receipt of a notice of termination by the other Party;

- b) by Canada, thirty (30) days upon receipt of a notice of termination by New Brunswick, if New Brunswick has not remedied the default to the satisfaction of Canada within the thirty (30) days period as set out in paragraph 23.2; or
- c) by any Party, even if there is no default by the other Party, ninety (90) days upon receipt of a notice of termination by the other Party.

25. DISPUTE RESOLUTION

If there is a dispute arising under the terms of this Agreement, the Parties agree to make a good-faith attempt to settle the dispute. If the Parties are unable to resolve the dispute through negotiation, they agree to consider mediation. The Parties must bear the costs of mediation equally.

26. NOTICE

- a) Any notice, information or document required under this Agreement is deemed delivered if forwarded by facsimile, email or mail. Any notice sent by facsimile or email is deemed received one (1) working day after it is sent; any notice mailed is deemed received eight (8) working days after being mailed. It is the responsibility of New Brunswick to inform Canada, in writing, of any changes to this information within seven (7) working days.
- b) All notices, information and documents must be sent to the following addresses:

<p>To New Brunswick Bruce Parks A/Recovery Services Manager New Brunswick Emergency Measures Organization Victoria Health Centre P.O Box 6000 Fredericton, NB E3B 5H1 Telephone: (506) 453-5581 Email: Bruce.Parks@gnb.ca</p>	<p>To Canada Joanne McCabe Regional Director, Atlantic Regional Office Public Safety Canada 21 Mount Hope Avenue, Suite 219 Dartmouth, NS B2Y 4R4 Tel: 902-426-2013 Email : joanne.mccabe@canada.ca</p>
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27. SEVERABILITY

If any provision of this Agreement is determined to be invalid, illegal or unenforceable by a competent court, that provision must be removed from this Agreement without affecting any other provision of the Agreement.

28. SURVIVAL

All obligations of confidentiality, representations and warranties set out in this Agreement as well as the provisions which bind New Brunswick which, by the nature of the rights or obligations might reasonably be expected to survive, must survive the expiry or termination of this Agreement.

29. ENTIRE AGREEMENT

This Agreement, including the Recital, Annexes A.1 – A.3 (Project Description), Annexes B.1 – B.3 (Budget), Annex C (Reporting Requirements and Payments Schedule), Annex E (Eligible Budget Categories of the Program) and Annex F (Non-Financial Report Template) constitutes the entire agreement among the Parties and supersedes all previous and subsequent documents, negotiations, understandings and undertakings.

Annex D (Cashflow Statement Template) is provided for convenience only.

30. AMENDMENTS

This Agreement must only be amended by mutual, written consent of the Parties hereto. To be valid, any amendment to this Agreement must be in writing and signed by the Parties hereto or by their duly authorized representatives, while this Agreement is in effect.

31. GENDER AND PLURAL

In this Agreement, words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine gender and the neutral.

32. GOVERNING LAW

This Agreement must be governed by and interpreted in accordance with the applicable laws in the Province of New Brunswick.

33. ENGLISH VERSION/VERSION ANGLAISE

The Parties agree that the Agreement must be drafted in English only. Les parties à la présente entente acceptent qu'elle soit rédigée en anglais seulement.

34. EXECUTION OF AGREEMENT; COUNTERPARTS; ELECTRONIC SIGNATURES

34.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts.

34.2 The exchange of copies of this Agreement and of signature pages by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes.

35. EFFECTIVE DATE AND DURATION

- a) The Agreement is effective on the date of the last signature below.
- b) Subject to termination, the terms and conditions of this Agreement remain in effect until ninety (90) days after March 31, 2022.
- c) Subject to the provisions found in this Agreement, only those expenditures incurred by New Brunswick from the effective date to March 31, 2022 are considered eligible expenditures.

For Canada



Digitally signed by Breton, Dominik
Date: 2021.05.03 15:32:00 -04'00'

Dominik Breton
Program Manager
Public Safety Canada

signed on

For New Brunswick



May 6, 2021

Stacey Cooling
A/Director NB EMO
Justice and Public Safety

signed on

**ANNEX A.1
PROJECT DESCRIPTION**

Project Title: City-Wide Flood Risk Profile Phase 2, City of Fredericton

Objectives
<ul style="list-style-type: none"> • Identify: flood hazards, compounding hazards, community and infrastructure vulnerabilities, impacts and for informing future non-structural and structural flood mitigation investments. • update the city-wide Flood Risk Profile in a manner consistent with the principles City’s Storm Infrastructure Guidelines, and as outlined in the output from the original Flood Risk Profile.
Description
<p>The project is for a Stream 1 (Risk assessment) project. The project will update the city-wide Flood Risk Profile in a manner consistent with the principles City’s Storm Infrastructure Guidelines, and as outlined in the output from the original Flood Risk Profile. The Risk Assessment will enable identification of areas that require more detailed analysis (erg.. river, storm sewer, and/or street flood risk assessments) and areas that show lower risk even when based on conservative flood risk proxies. This will enable transparent, evidence-based prioritization of future modeling, mapping, and flood control studies in areas vulnerable to flooding and flood damage. The city-wide Flood Risk Profile will continue to be updated on a regular basis going forward when future detailed flood risk assessments are completed. Over time, it will therefore evolve into a detailed city-wide flood risk assessment.</p>
Expected Outcomes
<p>An updated city-wide Flood Risk Profile in a manner consistent with the principles City’s Storm Infrastructure Guidelines, and as outlined in the output from the original Flood Risk Profile.</p>
Official Languages
<ul style="list-style-type: none"> • Any communications from New Brunswick regarding its NDMP project(s) to the public and/or public awareness activities will be in accordance with Public Safety Canada’s obligations under section IV of the Official Languages Act. • New Brunswick will follow the language legislation and/or policies of its own jurisdiction. • New Brunswick will consider the needs of official language minority communities in relation to any stakeholder engagement activity, and provide the documents and materials in both official languages when required.

Annex A.1: Work Plan

Project Title: City-Wide Flood Risk Profile Phase 2, City of Fredericton

2) Work Plan Template					Add Row	Remove Row
Activities	Tasks	Deliverable(s)/ Product(s)	Resources	Timelines (Start and End Dates) [yyyy/mm/dd]	Considerations/ Comments	
1. Develop City-wide flood risk profile phase 2 framework	<ul style="list-style-type: none"> - Identify Data Requirements - Identify Data Available - Identify Data Gaps to be filled with risk assessment data - Define levels of service and risk tolerance - Identify best practices for reviewing and updating asset information form record drawings 	City-Wide Risk Assessment Framework	- City - Consultant	Start Date: 2021/04/01 End Date: 2021/04/09		
2. Update City-wide flood risk profile with additional information available	<ul style="list-style-type: none"> - Review of record drawing information - Implementation of data into the modeling software - Track updates and asset management information 	Updated City-wide flood risk profile database	- City - Consultant	Start Date: 2021/04/12 End Date: 2021/09/30		
3. Complete City-wide Flood Risk Profile, LOS analysis and GIS mapping	<ul style="list-style-type: none"> Hazard Identification - Vulnerability Analysis - Likelihood Analysis - Risk Assessment - Climate Change Analysis - Resilience Analysis 	City-wide assessment of risks to the performance of storm water infrastructure, development of flood risk shape files, prioritization of areas that require detailed risk studies	- City - Consultant	Start Date: 2021/09/06 End Date: 2021/10/28		
4. Draft Study Report	<ul style="list-style-type: none"> Final Report to outline, study findings, gaps, future study requirements, links to long term financial planning program, prioritization of projects and programs, - Complete Risk Assessment Information Template 	Draft Study Report	- City - Consultant	Start Date: 2021/10/18 End Date: 2021/11/15		

5. Final Study Report	<ul style="list-style-type: none"> Final Report to outline, study findings, gaps, future study requirements, links to long term financial planning program, prioritization of projects and programs, - Complete Risk Assessment Information Template 	Final Study Report and City-wide Risk Profile (including completed Risk Assessment Information Template)	- City - Consultant	Start Date: 2021/11/15 End Date: 2021/12/31		
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**ANNEX A.2
PROJECT DESCRIPTION**

Project Title: Flood Risk Mitigation Master Plan Expansion

Objectives
<p>The proposed mitigation project will contribute to the reduction or removal of the impacts or likelihood of disasters by:</p> <ul style="list-style-type: none"> • Providing a completed and updated analysis of the Flood Mitigation Master planning document for both the Town of Sussex and Village of Sussex Corner. • Completing Phases 3-5 of the Flood Mitigation Master planning document which would incorporate the new flood maps and mitigation projects that have been introduced since plan was first introduced in 2016
Description
<p>The project would build on the existing Flood Risk Mitigation Master Plan (FRMMP) by completing Phases 3-5 of the plan. Phases 3-5 would incorporate the new flood maps and mitigation projects that have been introduced since plan was first introduced in 2016.</p>
Expected Outcomes
<p>Once completed, both the Town of Sussex and the Village of Sussex Corner would have an updated mitigation plan.</p>
Official Languages
<ul style="list-style-type: none"> • Any communications from New Brunswick regarding its NDMP project(s) to the public and/or public awareness activities will be in accordance with Public Safety Canada’s obligations under section IV of the Official Languages Act. • New Brunswick will follow the language legislation and/or policies of its own jurisdiction. • New Brunswick will consider the needs of official language minority communities in relation to any stakeholder engagement activity, and provide the documents and materials in both official languages when required.

Annex A.2: Work Plan

Project Title: Flood Risk Mitigation Master Plan Expansion

2) Work Plan Template					Add Row	Remove Row				
Activities ?	Tasks ?	Deliverable(s)/ Product(s) ?	Resources ?	Timelines ? (Start and End Dates) [yyyy/mm/dd]	Considerations/ Comments ?					
Flood Risk mapping Route 890	Data collection and analysis	Flood Risk Mapping and assessment at near Route 890	Consultant analysis	<table border="1"> <tr> <td>Start Date:</td> <td>2021/04/01</td> </tr> <tr> <td>End Date:</td> <td>2021/05/15</td> </tr> </table>	Start Date:	2021/04/01	End Date:	2021/05/15	See GEMTEC proposal attached.	
Start Date:	2021/04/01									
End Date:	2021/05/15									
Model Expansion & Flood Risk Mitigation Inundation Mapping	Data collection and analysis	Flood model computer analysis and updated flood mapping	Consultant analysis	<table border="1"> <tr> <td>Start Date:</td> <td>2021/05/03</td> </tr> <tr> <td>End Date:</td> <td>2021/06/30</td> </tr> </table>	Start Date:	2021/05/03	End Date:	2021/06/30	See GEMTEC proposal attached.	
Start Date:	2021/05/03									
End Date:	2021/06/30									
Detailed Modeling, ROI and Public Consultation	Data analysis and public consultation and the analysis of teh ROI	Optimized mitigation measures resulting from a detailed analysis	Consultant analysis	<table border="1"> <tr> <td>Start Date:</td> <td>2021/06/01</td> </tr> <tr> <td>End Date:</td> <td>2021/10/31</td> </tr> </table>	Start Date:	2021/06/01	End Date:	2021/10/31	See GEMTEC proposal attached.	
Start Date:	2021/06/01									
End Date:	2021/10/31									

**ANNEX A.3
PROJECT DESCRIPTION**

Project Title: Flood Risk Mitigation Strategy for Lower Cove Loop

Objectives
<p>The impact of coastal flood influence has caused ongoing issues with the sanitary sewer system in the Lower Cove area and storm surge events and projected Sea Level Rise are expected to become more intense, destructive and costly with climate change. A strategy on how to mitigate the impacts of these issues, will provide the City of Saint John with a clear path to move forward (using the flood mitigation action plan resulting from this project) by allowing the City to incorporate mitigation projects into future capital budgets.</p>
Description
<p>The Lower Cove area of the City of Saint John is located adjacent to the Saint John Harbour (which is fed by the Bay of Fundy with the highest tides in the world). As climate change is causing more extreme weather events (such as tropical storms, hurricanes), the resulting high winds are causing more storm surge events. These events, in addition to tidal impact and Sea Level Rise, are causing flooding of the Lower Cove Sewer System and it is expected that these events will become more frequent in the future with climate change.</p> <p>The sanitary sewer system in the Lower Cove area of Saint John includes a sanitary lift station and associated sewer collection system infrastructure. The storm sewer in the Lower Cove sewer system discharges through outfalls into the Saint John Harbour. When the water levels in the Harbour are high, the adjacent Lower Cove infilled land becomes saturated. As a result, there are multiple locations where the Lower Cove sanitary system gets flooded. Flooding of the sanitary collection systems puts nearby buildings at risk of sewer backup and impacts operation of the downstream sewage lift station. The Flood Risk Mitigation Strategy for Lower Cove would investigate the impact of the tides, storm surge and Sea Level Rise on the Lower Cove Sewer System and determine a strategy for mitigating the effects of coastal flooding on the City's infrastructure in this area.</p>
Expected Outcomes
<p>The City of Saint John would have a strategy for mitigating the effects of coastal flooding on the City's infrastructure in this area.</p>
Official Languages
<ul style="list-style-type: none"> • Any communications from New Brunswick regarding its NDMP project(s) to the public and/or public awareness activities will be in accordance with Public Safety Canada's obligations under section IV of the Official Languages Act. • New Brunswick will follow the language legislation and/or policies of its own jurisdiction. • New Brunswick will consider the needs of official language minority communities in relation to any stakeholder engagement activity, and provide the documents and materials in both official languages when required.

Annex A.3: Work Plan

Project Title: Flood Risk Mitigation Strategy for Lower Cove Loop

2) Work Plan Template					Add Row	Remove Row
Activities	Tasks	Deliverable(s)/ Product(s)	Resources	Timelines (Start and End Dates) [yyyy/mm/dd]	Considerations/ Comments	
Start-up Meeting and Development of Mitigation Strategies	1. Start-up meeting. 2. Review flood hazard information. 3. Data collection and field work plan. 4. Climate analysis. 5. Review risk assessment findings. 6. Develop mitigation options for each vulnerable asset. 7. Consultant to provide a list of potential mitigation options for each asset to City for internal review and comment.	Deliver a list of potential mitigation strategies for each at risk asset.	Engineering Consultant	Start Date: 2021/04/01		
				End Date: 2021/07/30		
Submit Draft Report.	1. Incorporate City's comments on mitigation strategies. 2. Develop the Draft Report outlining methodologies and mitigation options. 3. Meet with or contact stakeholders presenting the project findings. 4. Incorporate stakeholder comments into Draft Report. 5. Submit Draft Report to City.	Deliver a Draft Mitigation Strategy to the City.	Engineering Consultant	Start Date: 2021/07/31		
				End Date: 2021/10/15		
Draft Report Meeting	1. Meet with City to review Draft Report findings. 2. Consultant to present findings.	Consultant to present Draft Report findings to City.	Engineering Consultant and City personnel.	Start Date: 2021/10/16		
				End Date: 2021/10/29		

Conceptual Designs	1. Review City comments on Draft Report. 2. Prepare conceptual mitigation options. 3. Prepare Class D cost estimates for each mitigation option. 4. Present conceptual options and budgetary cost estimates in Draft-Final Report for action plan.	Deliver a Draft-Final Mitigation Strategy to the City.	Engineering Consultant	Start Date: 2021/10/30 End Date: 2021/12/17	
City Review of Draft Final	1. City to review draft-final report. 2. Consultant to meet with City to discuss comments on report. 3. Project team to determine preferred mitigation option.	Review of Draft-Final Report.	Engineering Consultant	Start Date: 2021/12/18 End Date: 2022/01/28	*A holiday break is incorporated in schedule
Submit Final Report	1. Review City comments and incorporate into the Final Report 2. Submit Final Report to City.	Deliver a Final Mitigation Strategy to the City	Engineering Consultant	Start Date: 2022/01/29 End Date: 2022/02/25	
Final Report Presentation	1. City to review Final Report 2. Consultant to present final report to City personnel 3. Discuss implementation strategy	Presentation to City on Final Report findings	Engineering Consultant	Start Date: 2022/02/26 End Date: 2022/03/07	
Project Closeout	1. Project close out and final billing by consultant 2. City final billing prepared	Consultant to provide City with final billing	Engineering Consultant	Start Date: 2022/03/08 End Date: 2022/03/25	

Annex B.1 - Project Budget

Revenues for Fiscal Year

2021-2022

Project Title: City-Wide Flood Risk Profile Phase 2, City of Fredericton

Government Funding (municipal, provincial, territorial and federal)	Amount
Public Safety Canada	\$75,000.00
City of Fredericton	\$75,000.00
Subtotal – Cash	\$150,000.00
City of Ottawa	\$2,500.00
NB Dept Envir & Local Govt	\$2,500.00
Saint Mary's First Nation	\$1,500.00
Subtotal – In-kind	\$6,500.00
Total Government Funding <i>Government assistance 100% (municipal, provincial, territorial and federal) cannot exceed 100% of eligible expenditures</i>	\$156,500.00
Non-government Funding and other	
Subtotal – Cash	\$0.00
Subtotal – In-kind	\$0.00
Total Non-government Funding and other	\$0.00
Total Revenues:	\$156,500.00

1. Cash: actual dollar value or revenues/funding received
2. In-Kind: non-cash input which is given a cash value

Annex B.1 - Project Budget
Eligible Expenses for Fiscal Year
2021-2022

Project Title: City-Wide Flood Risk Profile Phase 2, City of Fredericton

Detailed Eligible Expenditures by Category	Eligible Expenditures			
	Public Safety Canada Funding	Other Government Funding	Non Government Funding and other	Total
Consultant fees (project management)	\$75,000.00	\$75,000.00		\$150,000.00
Subtotal – Cash	\$75,000.00	\$75,000.00	\$0.00	\$150,000.00
Flood mapping and forecasting		\$2,500.00		\$2,500.00
Other incurred costs that are directly attributed to the implementation of permanent structural and non-structural flood mitigation measures		\$1,500.00		\$1,500.00
Professional services support		\$2,500.00		\$2,500.00
Subtotal – In-kind		\$6,500.00	\$0.00	\$6,500.00
Total Expenditures:	\$75,000.00	\$81,500.00	\$0.00	\$156,500.00

1. Cash: actual dollar value or revenues/funding received
2. In-Kind: non-cash input which is given a cash value

Annex B.2 - Project Budget

Revenues for Fiscal Year

2021-2022

Project Title: Flood Risk Mitigation Master Plan Expansion

Government Funding (municipal, provincial, territorial and federal)	Amount
Public Safety Canada	\$71,587.50
Town of Sussex	\$53,691.00
Village of Sussex Corner	\$17,896.50
Subtotal – Cash	\$143,175.00
Town of Sussex	\$7,500.00
Subtotal – In-kind	\$7,500.00
Total Government Funding <i>Government assistance 100% (municipal, provincial, territorial and federal) cannot exceed 100% of eligible expenditures</i>	\$150,675.00
Non-government Funding and other	
Subtotal – Cash	\$0.00
Subtotal – In-kind	\$0.00
Total Non-government Funding and other	\$0.00
Total Revenues:	\$150,675.00

1. Cash: actual dollar value or revenues/funding received

2. In-Kind: non-cash input which is given a cash value

Annex B.2 - Project Budget
Eligible Expenses for Fiscal Year
2021-2022

Project Title: Flood Risk Mitigation Master Plan Expansion

Detailed Eligible Expenditures by Category	Eligible Expenditures			
	Public Safety Canada Funding	Other Government Funding	Non Government Funding and other	Total
Consultant fees	\$71,587.50	\$71,587.50		\$143,175.00
Subtotal – Cash	\$71,587.50	\$71,587.50	\$0.00	\$143,175.00
Land use planning controls		\$2,500.00		\$2,500.00
Other permanent structural flood mitigation measures and costs related to post-flood finishing measures		\$2,000.00		\$2,000.00
Public awareness and education		\$3,000.00		\$3,000.00
Subtotal – In-kind		\$7,500.00	\$0.00	\$7,500.00
Total Expenditures:	\$71,587.50	\$79,087.50	\$0.00	\$150,675.00

1. Cash: actual dollar value or revenues/funding received
2. In-Kind: non-cash input which is given a cash value

Annex B.3 - Project Budget

Revenues for Fiscal Year

2021-2022

Project Title: Flood Risk Mitigation Strategy for Lower Cove Loop

Government Funding (municipal, provincial, territorial and federal)	Amount
Public Safety Canada	\$45,000.00
City of Saint John	\$45,000.00
Subtotal – Cash	\$90,000.00
City of Saint John	\$5,000.00
Subtotal – In-kind	\$5,000.00
Total Government Funding <i>Government assistance 100% (municipal, provincial, territorial and federal) cannot exceed 100% of eligible expenditures</i>	\$95,000.00
Non-government Funding and other	
Subtotal – Cash	\$0.00
Subtotal – In-kind	\$0.00
Total Non-government Funding and other	\$0.00
Total Revenues:	\$95,000.00

1. Cash: actual dollar value or revenues/funding received
2. In-Kind: non-cash input which is given a cash value

Annex B.3 - Project Budget
Eligible Expenses for Fiscal Year
2021-2022

Project Title: Flood Risk Mitigation Strategy for Lower Cove Loop

Detailed Eligible Expenditures by Category	Eligible Expenditures			
	Public Safety Canada Funding	Other Government Funding	Non Government Funding and other	Total
Consultant fees	\$45,000.00	\$45,000.00		\$90,000.00
Subtotal – Cash	\$45,000.00	\$45,000.00	\$0.00	\$90,000.00
Development of disaster mitigation plans		\$5,000.00		\$5,000.00
Subtotal – In-kind		\$5,000.00	\$0.00	\$5,000.00
Total Expenditures:	\$45,000.00	\$50,000.00	\$0.00	\$95,000.00

**ANNEX C
REPORTING REQUIREMENTS AND PAYMENT SCHEDULE**

Progress Payments (for each applicable project)			
Reporting Due Dates	Period Covered for payments	Payment Amount and required documents	Schedule Payment Date
October 2021	April 1 to September 30 (Q1 and Q2)	<ul style="list-style-type: none"> • Initial cashflow statement with actuals for Q1 and Q2 • Interim project report 	30 days from the receipt of the reporting
April 2022	October 1 to March 31 (Q3 and Q4)	<ul style="list-style-type: none"> • Updated cashflow statement with actuals for Q3 and Q4 • Interim project report 	30 days from the receipt of the reporting
Final Payment (Holdback) at the end of the agreement			
<ul style="list-style-type: none"> • Final payment (holdback) from Public Safety Canada (PS) is released upon receipt and approval of the Final Project Report and the Final cashflow statement of each project in this agreement. • Final Payment (holdback) = 3% of PS contribution amount. • The final cashflow statement (with actuals from all fiscal years) and the final project report for each specific project must be submitted to PS no more than ninety (90) days after the project's stated end date. • The Final Payment (holdback) will be provided within 30 days from the receipt of the reporting of the final cashflow statement and final project report. 			

**ANNEX D
CASHFLOW STATEMENT**

CASHFLOW STATEMENT

File Identification (Project number, Region, ... other) (Financial)				Type of Funding			Recipient Name						Project / Program Title			Fiscal Year								
C7-7004-03				Contribution			Province of New Brunswick						City-Wide Flood Risk Profile Phase 2, City of Fredericton			2021-22								
REVENUES				Combined REVENUES Quarter / Period April-June			Combined REVENUES Quarter / Period July-September			Combined REVENUES Quarter / Period October-December			Combined REVENUES Quarter / Period January-March			Total Fiscal Year								
Funding Source(s)		Total Funding	Forecast revenue	Actual Revenue (A/R from previous FY)	Variance	Forecast revenue	Actual Revenue	Variance	Forecast revenue	Actual Revenue	Variance	Forecast revenue	Actual Revenue	Variance	Total Actual Revenue	Variance-Remaining Funding	Gov Approved Stacking							
Public Safety Canada Funding		75,000.00			0.00										0.00	75,000.00								
Other Government Funding (Provincial, Municipal and Territorial) (Financial)		75,000.00			0.00										0.00	75,000.00	52%							
Other Government Funding (Provincial, Municipal and Territorial) (In Kind)		6,500.00			0.00										0.00	6,500.00								
Total Other Funding Source(s) (Financial)		0.00			0.00										0.00	0.00								
Total Other Funding Source(s) (In-Kind)		0.00			0.00										0.00	0.00	Gov Actual Stacking							
Total Project Funding		156,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	156,500.00	n/s							
				Combined Expenditures Q1			Combined Expenditures Q2			Combined Expenditures Q3			Combined Expenditures Q4			Total Fiscal Year								
Expenditure Categories as identified in Program Terms and Conditions				Public Safety Total Funding	All other Source(s) Total Funding + In-Kind	Total Annual Project Budget	Total Project Forecast	Total Project Actual Expenditures	PS Actual Expenditures	Total Project Forecast	Total Project Actual Expenditures	PS Actual Expenditures	Total Project Forecast	Total Project Actual Expenditures	PS Actual Expenditures	Total Project Forecast	Total Project Actual Expenditures	PS Actual Expenditures	PS Accumulated Actual Expenditures	Total project Accumulated Actual Expenditures	Accumulated PS Variance			
Consultant fees (project management)				75,000.00	75,000.00	150,000.00													0.00	0.00	75,000.00			
Flood mapping and forecasting				0.00	2,500.00	2,500.00													0.00	0.00	0.00			
Other incurred costs that are directly attributed to the implementation of permanent structural and non-structural flood mitigation measures				0.00	1,500.00	1,500.00													0.00	0.00	0.00			
Professional services support				0.00	2,500.00	2,500.00													0.00	0.00	0.00			
Total Expenditures				75,000.00	81,500.00	156,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75,000.00			
Comments:																								
Attestation by Recipient Certified Financial Officer (CFO) for Authorized Official											Attestation by Program Officer													
I hereby certify that the attached itemized Statement of Revenues and Expenditures presents fairly the revenues received and the expenditures incurred by the Recipient for the period specified. Public Safety and Emergency Preparedness Canada may at any time request supporting documents for audit purposes.											I have examined the expenses claimed for reimbursement and I certify that they correspond to the eligible expenditures listed in the Contribution Agreement and do not exceed the maximum authorized for each category as stipulated in the Terms and Conditions of the Program.													
Signature : (print name and sign)											Date:		Signature : (print name and sign)										Date:	
<i>Notes:</i> * Amortization (not allowed) * Capital Assets Greater Than \$5,000 are normally not part of most PS Program Terms and Conditions, however, in the event that an eligible expense category allows for Capital Assets greater than \$5,000 the amount of the item(s) must be identified and further activities to reconcile these expenses are to be pursued, referent your Agreement and the Policy on Transfer Payments for further instructions.																								

ANNEX E
Eligible Budget Categories of the Program

#	Category
1	New research and data collection.
2	Flood mapping and forecasting.
3	Flood resistant construction techniques.
4	Hazard mapping and forecasting.
5	Professional services support
6	Purchase of equipment used to undertake mitigation and/or support the implementation of permanent structural mitigation measures
7	Building community partnerships for the purpose of disaster risk reduction.
8	Consultant fees.
9	Hazard, impact, risk, vulnerability and assessments.
10	Development of disaster mitigation plans.
11	Public awareness and education.
12	Building standards and enforcement.
13	Non-structural retrofitting.
14	Land use planning controls.
15	Planning and feasibility activities for structural mitigation investments
16	Non-structural measures that will enhance proactive whole-of-community flood mitigation measures and resilience to associated hazards and risks
17	Post-flood finishing costs for measures undertaken within the eligible period.
18	Measures taken to protect primary residences only.
19	Exceptional salary costs, benefits and incidentals.
20	Exceptional administrative costs.
21	Materials.
22	Facilities.
23	Exceptional transportation costs.
24	Other incurred costs that are directly attributed to the implementation of permanent structural and non-structural flood mitigation measures.

ANNEX F

National Disaster Mitigation Program Non-Financial Report Template

Reporting Requirements:

The funding recipient must submit a project report that will indicate the Project implementation status, results achieved in accordance with its own performance management framework, project risk information update, and the financial expenditure requirements against the intended use and in accordance with Eligible Expenditures.

The frequency of the reporting is indicated at Annex C.

The National Disaster Mitigation Program (hereinafter “NDMP”) Non-Financial Project Report captures the Recipient’s progress with respect to an approved NDMP Project. It is based on the NDMP Work Plan Template that is completed as part of the Project Proposal.

Instructions for submitting a NDMP Non-Financial Project Report are as follows:

A) General Information:

1. Enter the name of your Province / Territory.
2. Enter the Project Title of the project for which you are providing a report.
3. Identify if this Non-Financial Project Report is an **Interim** or a **Final** report.
4. Enter the Reporting Period of this Non-Financial Project Report by entering the start date and the end date of the reporting period. The reporting periods are indicated in Annex C.

B) The Project Report Tables:

The Project Report contains two tables: the “Completed Project Activities” table and the “Incomplete Project Activities” table.

1. For the “Completed Project Activities” table, include the following information for each of the following columns:
 - **“Activity”**: Enter a key activity that is related to your project
 - **“Related Tasks (i.e. sub-activities)”**: Enter the tasks that are required to complete the activity
 - **“Deliverables/Products”**: Enter the outputs and/or products that will be produced as a result of the activity being completed
 - **“Resources”**: Enter the Human Resources that will lead and/or contribute to completing the activity. Enter the materials and/or equipment that will be essential for completing the activity.
 - **“Timelines (Start and End Dates)”**: Enter the start and end dates for completing the activity.
 - **“Considerations/Comments”**: Enter any additional comments and/or considerations that you feel are required to explain the status of the activity, and note any project risk information updates in this column.
2. For the “Incomplete Project Activities” table, include the following information for each of the following columns:
 - **“Activity”**: Enter a key activity that is related to your project
 - **“Status of Related Tasks (i.e. “sub-activities”)**: Enter the tasks that are required to complete the activity, and their current status (i.e. “on track”, “delayed”, “done”, etc.)
 - **“Status of Deliverables (i.e. progress update)”**: Enter the outputs and/or products that will be produced as a result of the activity being completed and their current status (i.e. “on track”, “delayed”, “done”, etc.)

- **“Resources”**: Enter the Human Resources that will lead and/or contribute to completing the activity. Enter the materials and/or equipment that will be essential for completing the activity.
- **“Timelines (Start and End Dates)”**: Enter the planned start and end dates for completing the activity.

“Considerations/Comments”: Enter the justification(s) for not completing the activity, provide any additional comments and/or considerations that you feel are required to explain the status of the activity, and note any project risk information updates in this column.

3. For the Official Languages related activities section, include the following information for each of the following columns:

- **“Activity”**: Enter activity, event or other opportunity to promote Official Languages that has occurred during the reporting period.
- **“Official Languages Communities impacted”**: List the Official Languages Communities impacted by the activity, event or other opportunity.
- **“Date”**: Enter the date of the activity, event or other opportunity.

National Disaster Mitigation Program Non-Financial Project Report

Province / Territory: _____

Project Title: _____

Project Report Type: _____ (“Interim” or “Final”)

Reporting period: _____ – _____
 (enter start date) (enter end date)

1. Completed Project Activities

Activity	Related Tasks (i.e. “sub-activities”)	Deliverable(s) / Product(s)	Resources	Timelines (Start and End Dates)	Considerations/ Comments
1.					
2.					
3.					
4.					

2. Incomplete Project Activities (i.e. not started or not completed)

Activity	Status of Related Tasks (i.e. “sub-activities”)	Status of Deliverables (i.e. progress update)	Resources	Timelines (Planned Start and End Dates)	Considerations/ Comments
1.					
2.					
3.					
4.					
5.					

3. Official languages related activities

Have there been activities, events, or other opportunities conducted in a manner inclusive of both official language communities of Canada? Please provide details.		
Completed Activity	Official Languages Communities impacted	Date