

## FRIAA FIRESMART PROGRAM PROGRAM OUTLINE

### 1. DEFINITIONS

- (a) “**Agreement**” means the grant agreement between FRIAA and the Department made in respect of the Program, as may be amended from time to time;
- (b) “**Alberta First Nation**” means a band within the meaning of the *Indian Act*, RSC 1985, c.I-5, with a Reserve located in the Province of Alberta;
- (c) “**Applicant**” means an applicant to FRIAA who applies for Funds under the Program by submitting an Application;
- (d) “**Application**” means an Expression of Interest or a Proposal submitted in response to a request for expressions of interest or an invitation to submit a proposal as the case may be;
- (e) “**Approval**” means the written approval of a Proposal issued by FRIAA, including any additional terms set by FRIAA to implement an approved Proposal;
- (f) “**Approved Applicant**” means an Applicant whose Proposal has received Approval;
- (g) “**Board**” means the Board of Directors of FRIAA;
- (h) “**Committee**” means the review committee established by the Board and contemplated in the Agreement (with representation from Rural Municipalities of Alberta, Alberta Urban Municipalities Association, the Department, FRIAA, Alberta Emergency Management Agency, Municipal Affairs - Standards Development and Support – Building, Fire, Energy and Barrier Free and Community Wildfire Resilience Association of Alberta – FireSmart Alberta to receive, review and evaluate Applications and may in accordance with the Program, FRIAA’s Bylaws, policies, procedures and delegations of authorities of FRIAA issue an Approval;
- (i) “**Department**” means the Minister of Alberta Agriculture and Forestry and any duly authorized representative of the Minister;
- (j) “**Disciplines**” includes Fuel Management, Education, Legislation, Development, Planning, Training and Interagency Cooperation;
- (k) “**Eligible Activity**” means activities that meet the purposes of the Program and are not the responsibility of a timber disposition holder and includes, but is not limited to, the following summary of categories and activities:
  - (i) Planning (*e.g.* FireSmart community plan: wildfire preparedness guides and wildfire mitigation strategies; resource-sharing and mutual-aid fire control agreements);
  - (ii) Vegetation/Fuel Management (*e.g.* fuel breaks, thinning and pruning,

- vegetation removal/reduction and conversion to more fire-resistant species);
- (iii) Public education (*e.g.* increased awareness regarding wildfire threat and application of FireSmart principles);
  - (iv) Inter-agency cooperation and cross-training;
  - (v) Legislation and planning (*e.g.* review provincial and municipal legislation, land-use bylaws and plans);
  - (vi) Development (*e.g.* new subdivision development re: roadway access, water supply and utilities placement);
  - (vii) Emergency planning (*e.g.* develop or update procedures and response plans, and upgrading existing developments to FireSmart standards); and
  - (viii) such other activities as may from time to time be agreed to in writing by the Department and FRIAA;
- (l) **“Expression of Interest”** means a summary or outline indicating one or more proposed Eligible Activities submitted in response to a request for expressions of interest for review by the Committee which may be approved to proceed to the full Proposal stage of a particular review and approval process;
  - (m) **“FRIAA”** means the Forest Resource Improvement Association of Alberta;
  - (n) **“Funds”** means the funds that FRIAA has received under the Agreement that are available for Projects;
  - (o) **“Member”** means a member of FRIAA;
  - (p) **“Municipality”** means a municipal district or county, city, town, village or summer village and includes an urban service area of a specialized municipality;
  - (q) **“Program”** means the FRIAA FireSmart Program established pursuant to the Agreement as may be amended from time to time;
  - (r) **“Project”** means a Proposal that has received Approval under the Program which must be completed, including reporting and audit requirements, within two years of the date of the Approval;
  - (s) **“Proposal”** means a detailed plan involving one or more Eligible Activities which is specific in nature, outlining the Eligible Activities being considered for Approval under the Program; and
  - (t) **“Reserve”** means a reserve within the meaning of the Indian Act, RSC 1985, c.I-5, as applicable to Alberta.

## **2. PROGRAM PURPOSE**

The purpose of the Program is to support the Provincial FireSmart Program by providing Funds for Eligible Activities for Projects that:

- (a) provide for enhanced public safety and improved protection of at-risk communities, forest resources, and other landscape values through operational and planning activities designed to prevent wildfire occurrence and to reduce the fire hazard and risk throughout Alberta;
- (b) provide financial assistance to communities, organizations and groups that wish to reduce the threat of wildfire; and
- (c) support community education and involvement in the continuing dialogue on wildfire prevention, management and suppression issues and the practical application of the Provincial FireSmart Program throughout Alberta.

## **3. REVIEW AND APPROVAL OF APPLICATIONS**

- (a) An Applicant may submit an Application to the Committee in accordance with this Program Outline and the policies and objectives of FRIAA.
- (b) FRIAA shall evaluate an Application using the following criteria:
  - (i) the proposed project must consist of one or more Eligible Activities;
  - (ii) the proposed project must not be located on private land or lands under federal jurisdiction, except that the proposed project may be located on a Metis Settlement or on a Reserve;
  - (iii) the proposed project must not include any prospective work or project or any work or Project in progress or completed under the Provincial FireSmart Program;
  - (iv) the expenses set out in the Application must be reasonable in all the circumstances and must not exceed the fair market value of the goods and services being provided;
  - (v) the proposed project must not be contrary to the objects of FRIAA, FRIAA's Bylaws or the provisions of relevant regulations or legislation;
  - (vi) the proposed project must support at least one of the Disciplines;
  - (vii) the proposed project must not have a significant adverse impact on other forest resources or the environment as a whole;
  - (viii) the Applicant must agree to carry out the Project in an environmentally responsible manner;
  - (ix) an Application must demonstrate that the Applicant is able to complete the proposed project economically and efficiently, and in so determining, the

Committee may take into consideration the Applicant's proximity to the location of the proposed project, the Applicant's experience in performing such projects, the availability of resources to the Applicant, and whether the Applicant has in the past complied with applicable Acts and regulations;

- (x) an Application must be made in writing and submitted by:
    - A. a Municipality;
    - B. a Métis Settlement, Co-operative, Enterprise or Community Local;
    - C. an Alberta First Nation;
    - D. a registered non-profit society; or
    - E. other organizations or groups mutually agreed to by the Department and FRIAA.
  - (xi) all matters of the administration of and accountability for a Project shall be the sole responsibility of the Applicant;
  - (xii) notwithstanding paragraph 3(b)(xi), where the Applicant consists of more than one entity, each of them shall be jointly and severally responsible and accountable for ensuring the Project is completed in accordance with the terms of and in accordance with the Approval;
  - (xiii) a Proposal must include such permits, licences and authorizations or an indication in writing from the Department or other appropriate government organization that such permits, licences and authorizations shall be granted as may be required to undertake the Eligible Activities; and
  - (xiv) a Proposal must include the Applicant's written acknowledgment that in the event that there are two or more employers involved in work at the work site at the same time, the Applicant shall be the "prime contractor" as defined in the *Occupational Health and Safety Act* RSA 2000, c.O-2, and will comply with such Act and all regulations enacted thereunder.
- (c) Where an Application includes work that involves community FireSmart planning, wildfire preparedness guides and wildfire mitigation strategies, the proposed project must follow the process outlined in the *FireSmart Guidebook for Community Protection (2013)* as may be amended from time to time.
  - (d) Where a Proposal includes work that involves fuel management activities, a completed and approved fuels management prescription (minimum planning requirement) is required. Fuel management activities and prescriptions should be tied to a Wildfire Hazard and Risk Assessment as described in the *FireSmart Guidebook for Community Protection (2013)* as may be amended from time to time. Fuel management prescriptions must be completed by a qualified individual and must be approved by the Department.
  - (e) Spatial data for vegetation/fuel management activities (planned and actual) must be submitted to the appropriate Department Wildfire Management Area in an acceptable format.

- (f) Where an Application includes work that is, in the opinion of FRIAA, the responsibility of a timber disposition holder, only that portion of the proposed project that is not the responsibility of a timber disposition holder may be eligible for funding under the Program.
- (g) FRIAA shall not consider any Application that, in its reasonable opinion and having regard to all the circumstances, has the effect of offsetting or reducing the export fees specified under the Softwood Lumber Agreement between the Government of Canada and the Government of the United States, and will therefore require all Applications to comply with FRIAA's objectives, policies, the Program purpose, and the criteria set out in paragraph 3(b).
- (h) Notwithstanding any other term or condition of the Program or this Program Outline, Approvals shall be limited by the availability of Funds as determined by FRIAA in its sole discretion.
- (i) Where FRIAA accepts a Proposal, an Approval shall be prepared and forwarded by FRIAA to the Approved Applicant for execution outlining the terms and conditions to implement the Proposal, one of which being that the Approved Applicant covenants and agrees to carry out the Project to completion.
- (j) The Approval shall address
  - (i) the total maximum amount payable under the Approval,
  - (ii) a schedule of reasonable and justifiable payments under the Approval,
  - (iii) the terms and conditions of the Proposal,
  - (iv) any other terms and conditions required by FRIAA, and
  - (v) any other conditions that are necessary to carry out the Project, including audit procedures and reporting requirements.

#### **4. USE OF FUNDS**

- (a) Any amounts payable under an Approval shall be used exclusively by an Approved Applicant for a Project in accordance with the Approval.
- (b) Funds shall not be made available, and shall not be used, for the purchase of any capital asset.
- (c) If the Funds are used for any purpose other than as described in paragraphs 4(a) and 4(b) by the Approved Applicant, FRIAA may immediately terminate the Approval with the Approved Applicant and demand the immediate return of any Funds paid or payable in respect of the Approval and the Project.
- (d) All Funds will be advanced or paid by FRIAA as reimbursement for expenses already incurred and paid for by the Approved Applicant. Where a payment is otherwise made by FRIAA prior to the expense being incurred or prior to the completion of a Project in accordance with its approved terms and conditions, the

payment shall be an advance and shall be held in trust by the Approved Applicant until completion of the Project, or returned to FRIAA immediately upon request.

- (e) All Funds advanced prior to the completion of the Project are deemed to be held in trust by the Approved Applicant until FRIAA has acknowledged in writing to the Approved Applicant that the Project is completed in accordance with the terms of the Approval.
- (f) All Funds advanced prior to the completion of a Project in accordance with the Project shall be returned to FRIAA if:
  - (i) the Project is terminated by FRIAA;
  - (ii) the requirement of paragraph 4(d) is not satisfied; or
  - (iii) as may be provided by the Program or the terms of the Proposal or the terms and conditions of the Approval.

## **5. REPORTING AND AUDIT REQUIREMENTS**

- (a) An Approved Applicant shall provide any information whatsoever that FRIAA requests respecting any Proposal, Project or request for Funds, and this provision shall be a requirement of the Approval. This information may be required to be provided in a form prescribed by FRIAA from time to time.
- (b) At any time FRIAA may request and shall receive from an Approved Applicant:
  - (i) a report from an independent, qualified accountant, in accordance with the *Canadian Institute of Chartered Accountants' Handbook*;
  - (ii) performance of an audit, or prompt, complete responses to audit inquiries or requests;
  - (iii) financial reports co-ordinated to FRIAA's fiscal year end for each Project detailing how much has been spent for the specific Project and how much remains by approved cost categories;
  - (iv) the submission of technical reports for each Project, co-ordinated to the Approved Applicant's fiscal year end for each Project summarizing the Eligible Activities completed and what remains to be done; and
  - (v) an end of Project technical report summarizing the results of the Project including any other information as prescribed by FRIAA from time to time required to support FRIAA's reporting requirements to the Department.
- (c) FRIAA has a right to conduct random audits on Projects and shall conduct random sample audits and post-Project audits from time to time as may be considered appropriate or expedient at the sole discretion of FRIAA.
- (d) FRIAA has a right to have a third party on site at any time and for any length of time that FRIAA considers appropriate to ensure that quality assurance standards

are met and the Project is carried out to FRIAA's satisfaction.

- (e) Approved Applicants shall maintain or cause to be maintained full, accurate and complete records of their activities conducted in furtherance of and the results achieved through the conduct of the Project for a period of five (5) years following the Term or termination of the Project and shall upon request provide such records to FRIAA.

## **6. ADMINISTRATION OF APPROVALS AND PROJECTS**

- (a) If an Approved Applicant is in breach of or otherwise fails to perform, for any reason whatsoever, any provision or term or condition of an Approval, or is in contravention of any policy or rule of the Committee or FRIAA, FRIAA may, in its sole discretion, do one or more of the following in addition to any other rights it may have at law or otherwise:
  - (i) terminate any and all agreements with the Approved Applicant;
  - (ii) demand and be entitled to receive from the Approved Applicant any and all paid, disbursed and undisbursed Funds advanced by FRIAA on account of any Project or pursuant to any Approval;
  - (iii) withdraw Approval of a Project at any stage of the Project;
  - (iv) if the Approved Applicant consists of more than one entity, where one or more of whom is a Member, suspend or cancel membership in FRIAA; or
  - (v) commence any action or take any steps that FRIAA may consider just or appropriate in the circumstances.
- (b) If an individual Approved Applicant dies prior to the completion of the Project, the estate or personal representative of such individual may, upon meeting the reasonable requirements of FRIAA, complete the Project in accordance with the Approval entered into regarding that Project.
- (c) In the event of the appointment of a receiver over the assets and affairs of an Approved Applicant, FRIAA, in its sole discretion, may allow the receiver to carry out the terms of the Approval issued prior to receivership, provided always that the receiver be obligated to the same extent and in the same manner as the Approved Applicant. Further, FRIAA may, in its sole discretion, allow Funds to be utilized by the receiver of an Approved Applicant in a manner that is in accordance with the bylaws, rules and policies of FRIAA, the Program and the Approval, as well as any applicable agreement, all as if the receiver is the original Approved Applicant.