

RECREATION COST SHARING AGREEMENT

THIS AGREEMENT made effective as of the **DATE 2022**.

BETWEEN:

ROCKY VIEW COUNTY
(herein called "the County")

and

TOWN OF IRRICANA
(herein called "Irricana")

WHEREAS:

- (a) Pursuant to the Municipal Government Act, R.S.A. 2000, Chapter M-26, and amendments thereto, a municipality may provide any service that it provides within its own boundaries in another municipality with the agreement of that other municipality;
- (b) The parties wish to provide suitable terms and conditions for the provision of recreation facilities and services;
- (c) Irricana provides access and services to the residents of the County to recreation and cultural amenities;
- (d) The County is prepared to proportionally share the burden of costs of providing certain recreation and cultural services in Irricana as provided for by this agreement;
- (e) Through this agreement, it is agreed that it is beneficial to both municipalities to share facilities and programs.

1.0 In This Agreement, the following terms shall mean:

- 1.1 "Annual County Share" shall mean the County's share in providing operational funding support to certain existing recreation and cultural services, but through this Agreement, does not include library services, fire, ambulance, landfill, Family and Community Support Services, or other non-specified shared services.
- 1.2 "Irricana" shall include the area and residents within the corporate boundaries of the Town of Irricana and lands as defined in Schedule "A".
- 1.3 "Operational Funding" means funds for the ongoing cost of running a facility, which may include capital items costing \$5,000 and under with a life span of less than five (5) years.
- 1.4 "Capital Funding" means funding for an expenditure creating future benefits; a fixed asset or a tangible item with a life span of five (5) years or greater.
- 1.5 "Dissolution Agreement" is an agreement as defined in the Municipal Government Act of Alberta.

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2.0 Purpose:

- 2.1 Recreation is essential to quality of life and is a proactive means for enhancing individual and community vitality. Participation in recreation builds family unity and social capital, strengthens volunteer and community capacity development, enhances social interaction and promotes sensitivity and understanding of cultural diversity.
- 2.2 Irricana and the County have had a long standing, respectful relationship, encouraging mutual cooperation and efficient delivery of recreational and cultural services.
- 2.3 This agreement is designed to formalize the historical commitment toward recreation and cultural amenities that have already been established. The objective of this agreement is to create a strong sustainable foundation that will support recreation and cultural facilities and services in the best interest of Irricana and County residents.
- 2.4 The principles supported by the parties are:
 - (a) Equitable pay for services
 - (b) Equal access; and
 - (c) Equal user fees.

3.0 Term of Agreement:

- 3.1 The Term of this Agreement shall be for a period of five (5) years and will commence, **DATE 2022** and continue to **DATE, 2026** with the understanding that this Agreement is to be reviewed six (6) months prior to the termination date, **DATE, 2026**, (the "Review Date")
- 3.2 Either party may terminate this Agreement but only upon ninety (90) days written notification.
- 3.3 This Agreement may be renewed or amended upon the mutual written consent of the parties.

4.0 Services and Fees:

- 4.1 Rocky View County, as per their Community Recreation Funding Policy #317, shall allocate an annual operating grant of \$20,000 to support programs and services offered within the Town of Irricana and Catchment area as defined in Schedule "A".
- 4.2 The County will commit to delivering their contributing operating funds of \$20,000 directly to the Town of Irricana no later than July 15th of each year.
- 4.3 The County will automatically process payment and funding is to be allocated to recreational needs, as determined by the Town of Irricana.

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- 4.4 All dedicated recreational funding shall be recorded independently from the general revenue stream for either respective municipality.
- 4.5 It is further understood and agreed that this agreement does not take into account any capital contributions that would be requested of the County if additional recreation or cultural facilities are to be constructed by Irricana for the use and enjoyment by Irricana and County residents.
- 4.6 Expansions of existing recreation and cultural facilities shall be in consultation and agreement with the prospective municipalities if capital funding or future operational funding support is anticipated.
- 4.7 Development of new facilities shall be in consultation and agreement with the prospective municipalities if capital funding or future operational funding support is anticipated.
- 4.8 A Dissolution Agreement, favouring the County when the County's name is not on the title or does not own the land, must be executed by the applicable jurisdiction and/or organization when capital funding support is anticipated.
- 4.9 The user fee structure for the existing recreation and cultural programs and use of the facilities will be established by:
- (a) The Town of Irricana for programs and facilities in which they operate, or;
 - (b) By community organizations approved by both the County and Irricana, for programs or facilities within the catchment area as identified in Schedule "A".
- 5.0 Delivery of Services:**
- 5.1 Delivery of services shall be the responsibility of:
- (a) The Town of Irricana for programs and facilities in which they operate, or;
 - (b) By community organizations approved by both the County and Town of Irricana, for programs or facilities within the catchment area as identified in Schedule "A".
- 6.0 General:**
- 6.1 Inter-municipal cooperation is essential in developing a collaborative approach in supporting recreation and cultural opportunities for the collective community. This agreement is intended to, through partnership, assist in developing priorities in the delivery of recreation and cultural services for the defined area.

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- 6.2 No interest in this Agreement may be assigned without the prior written consent of the parties hereto. No party may be added as a party to this Agreement without the prior written consent of the parties hereto.
- 6.3 If any party desires to give notice to any other party under or in connection with this Agreement, such notice is to be given as follows:
- (a) by Irricana to the County by delivery to or by postage prepaid mail addressed to:

Rocky View County
262075 Rocky View Point
Rocky View County, Alberta T4A 0X2

Attention: Chief Administrative Officer or Executive Director, Community Development Services

or by email to the County at recreation@rockyview.ca
 - (b) by the County to Irricana by delivery to or by postage prepaid mail addressed as follows:

Town of Irricana
P.O. Box 100, 222-2nd Street

Irricana, Alberta T0M 1B0

Attention: Chief Administrative Officer

or by email to the Town of Irricana at irricana@irricana.com
- 6.4 A waiver by any party hereto of the strict performance of the other of any covenant or provision of this Agreement will not of itself constitute a waiver of any subsequent breach of such covenant or provision or of any other covenant, provision or term of this Agreement.
- 6.5 Each of the parties from time to time and at all times will do all such further acts and execute and deliver all such further documents and assurances as may be reasonably required in order to fully perform and carry out the terms of this Agreement.
- 6.6 The parties agree that this Agreement may be amended from time to time upon mutual agreement to do so to give effect to the intention of the parties as the circumstances at the time may require.

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- 6.7 The parties shall be responsible for their own costs to develop, prepare, and execute this Agreement or any amendments thereto.
- 6.8 Any dispute between the parties hereto as to the interpretation of, subject matter of, or in any way related to, this Agreement is to be resolved by the parties attempting to reach a fair and equitable resolution by using, in good faith, the dispute resolution process as outlined in the Intermunicipal Collaboration Framework agreed to by both parties as per Schedule "B".
- With respect to costs incurred while undertaking any of the dispute resolution means set forth herein, each party agrees to be responsible for all of their own costs while undertaking any of the measures detailed, and agree not to pursue recovery of those costs from the other party. Should dispute resolution include a neutral third party or only one arbitrator/mediator is required, the costs shall be equally shared by the County and Beiseker.
- 6.9 The parties agree that they have expressed herein their entire understanding and agreement concerning the subject matter of this Agreement.
- 6.10 The recitals set out at the beginning of this document and the schedules attached hereto are hereby made part of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused to be hereto affixed their respective corporate seals attested by the signatures of their respective duly authorized signing officers of the day and year first above written.

ROCKY VIEW COUNTY

Per:_____

Per:_____

TOWN OF IRRICANA

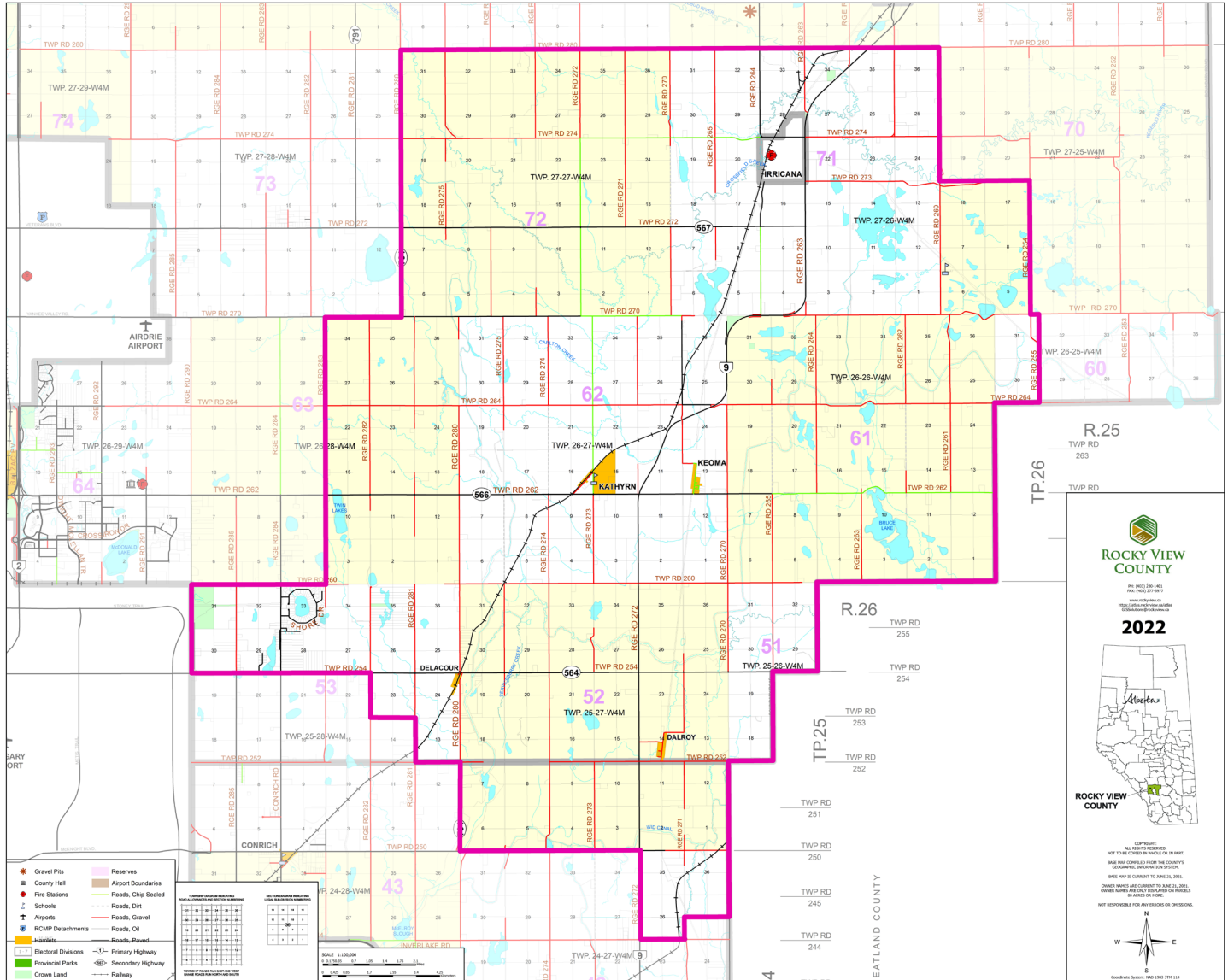
Per:_____

Per:_____

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Schedule "A"



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Schedule "B"

Dispute Resolution Process

A. Definitions

- 1) "initiating party" means a party who gives notice under section B of this Schedule;
- 2) "mediation" means a process involving a neutral person as a mediator who assists the parties to a matter and any other person brought in with the agreement of the parties to reach their own mutually acceptable settlement of the matter by structuring negotiations, facilitating communication and identifying the issues and interests of the parties;
- 3) "mediator" means the mutually-agreed upon person or persons appointed to facilitate by mediation the resolution of a dispute between the parties.

B. Notice of dispute

- 1) When a party believes there is a dispute under a framework and wishes to engage in dispute resolution, the party must give written notice of the matters under dispute to the other parties.

C. Negotiation

- 1) Within 14 days after the notice is given under section B of this Schedule, each party must appoint a representative to participate in one or more meetings, in person or by electronic means, to attempt to negotiate a resolution of the dispute.

D. Mediation

- 1) If the dispute cannot be resolved through negotiations with 90 days of initial notice, the representatives must appoint a mediator to attempt to resolve the dispute by mediation.
- 2) The initiating party must provide the mediator with an outline of the dispute and any agreed statement of facts.
- 3) The parties must give the mediator access to all records, documents and information that the mediator may reasonably request.
- 4) The parties must meet with the mediator at such reasonable times as may be required and must, through the intervention of the mediator, negotiate in good faith to resolve their dispute.
- 5) All proceedings involving a mediator are without prejudice, and, unless the parties agree otherwise, the cost of the mediator must be shared equally between the parties.

E. Report

- 1) If the dispute has not been resolved within 6 months after the notice is given under section B of this Schedule, the initiating party must, within 21 days, prepare and provide to the other parties a report.

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- 2) The report should contain a list of the matters agreed on and those on which there is no agreement between the parties.
- 3) Despite subsection (1), the initiating party may prepare a report before the 6 months have elapsed if
 - i. the parties agree, or
 - ii. the parties are not able to appoint a mediator under section D of this Schedule.

F. Appointment of arbitrator

- 1) Within 14 days of a report being provided under section E of this Schedule, the representatives must appoint a mutually agreed-upon arbitrator and the initiating party must provide the arbitrator with a copy of the report.
- 2) If the representatives cannot agree on an arbitrator, the initiating party must forward a copy of the report referred to in section E of this Schedule to the Minister with a request to the Minister to appoint an arbitrator.