

RECREATION SERVICES COST SHARING AGREEMENT

THIS AGREEMENT made effective as of the 1st day of January 2023.

BETWEEN:

ROCKY VIEW COUNTY
(herein called the "County")
and
CITY OF AIRDRIE
(herein called the "City")

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 have agreed to provide suitable terms and conditions for the provision of recreation facilities and services to residents;
- (c) The City and County provide reciprocal recreational opportunities to residents of the City and the County through a variety of smaller community amenities;
- (d) The County is prepared to share the responsibility of operational costs associated with providing urban recreation services for the purpose of this agreement as per attached Schedules "B" and "C";
- (e) The Parties agree that 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;
- (f) The City and County have had a long standing and mutually beneficial relationship, encouraging cooperation and efficient delivery of recreational services. This relationship was formalized through the previous five (5) year Recreation Cost Sharing Agreement, which although expired on March 31, 2014, both Parties have continued to honour;
- (g) The objective of this agreement is to create a sustainable foundation that will support recreation services in the best interests of City and County residents;
- (h) Inter-municipal recreation services will require operational support from the County and the City, it is expected that the users will also contribute to the operation of the recreational amenities through user fees;
- (i) The principles for this Agreement supported by the Parties are:
 - I. Equitable pay for services;

RECREATION SERVICES COST SHARING AGREEMENT BETWEEN CITY OF AIRDRIE & ROCKY VIEW COUNTY
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II. Equal access; and

III. Equal user fees

NOW THEREFORE in consideration of the premises, covenants, and provisions herein contained, the parties agree as follows:

1.0 In This Agreement

1.1 **“Agreement”** shall mean this Recreation Services Cost Sharing Agreement together with the following schedules:

- Schedule “A” Dispute Resolution Process;
- Schedule “B” Facility Inventory.

1.2 **“Annual Recreation Contribution”** shall mean the County’s share in providing funding to facilities as identified in Schedule “B”, but does not include other non-specified shared services.

1.3 **“Capital Cost”** shall mean the cost of new or expanded facilities or those capital costs outside the annual lifecycle replacement costs. For the purposes of this Agreement, Capital Costs applies to the capital projects related to recreational infrastructure assets. Capital cost sharing models are not included in this agreement.

1.4 **“Life Cycle Costs”** shall be defined as annual costs identified in a yearly budget to complete repairs or replacement of facility components that are identified in a long-term life cycle assessment report.

1.5 **“Off-Site Levies”** are a mechanism provided by the *Municipal Government Act* for municipalities to recover capital costs incurred for infrastructure improvements for new development or growth.

1.6 **“Operating Funding”** shall mean the funds for the ongoing cost of running a facility and services, which may include planned life cycle maintenance costs.

1.7 **“Parties”** shall mean the City of Airdrie and Rocky View County collectively.

1.8 **“Recreation Facilities and Services”** shall include those public recreation facilities and services as outlined in Schedule “B”.

1.9 **“Service Provider”** shall mean the City of Airdrie or their designate.

2.0 TERM OF AGREEMENT

2.1 The term of this Agreement shall be for a period of five (5) years and will commence the 1st day of January 2023 (the “Effective Date”) and continue to the 31st day of December 2027 (the “Termination Date”) with the final annual contribution payment to Airdrie in 2028.

2.2 Either party may terminate this Agreement but only upon one (1) year’s written notification.

RECREATION SERVICES COST SHARING AGREEMENT BETWEEN CITY OF AIRDRIE & ROCKY VIEW COUNTY

THIS AGREEMENT made effective as of the day of 2022.

2.3 This Agreement may be renewed or amended upon the mutual consent of the parties in writing.

3.0 SERVICE DELIVERY

3.1 The Service Providers shall be responsible for the delivery of recreation services as identified in this Agreement.

3.2 The user fee structure for the existing recreation programs and use of the facilities will be established solely by the respective Service Providers.

3.3 Notwithstanding Clause 3.2 of this Agreement, residents of both municipalities shall be granted equal access for equal user fees to City and County facilities as defined in Schedule 'B'.

4.0 ANNUAL RECREATION CONTRIBUTION

4.1 The Parties agree that the Annual Contribution will be calculated each year, and the City shall be responsible for providing the County, by March 1st in each year:

- (a) A financial record that confirms the City's previous year's financial commitment to support operational and life cycle requirements of the facilities identified Regional Facilities Schedule "B",

4.2 The County shall be responsible for providing the City, by August 1st of each year:

- (a) The Annual Recreation Contribution based on agreed upon facility usage percentage in relation to the annual contribution by the City for the facilities defined as Regional Facilities in Schedule "B",
- (b) Final payment no later than August 1st of 2028 to allow for the City to confirm the previous year's financial commitment.

4.3 The Parties agree that 6% is the annual usage by Rocky View County residents of the facilities identified as Regional Facilities under Schedule "B" of this Agreement.

4.4 It is agreed by both municipalities that:

- (a) The County will contribute 6% of the City's net annual operational commitment, including annual life cycle costs to the City on or before August 1st of each year.
- (b) The County can request updated data to support the percentage of users to the Regional Facilities, as defined in Schedule "B", periodically throughout the term of this Agreement. If the percentage of facility usage fluctuates by more than 2%, then the Agreement will be re-opened for joint discussions on amendments.
- (c) County residents shall have equal access at equal user fees to the City's Urban Facilities as identified in "Schedule B".

RECREATION SERVICES COST SHARING AGREEMENT BETWEEN CITY OF AIRDRIE & ROCKY VIEW COUNTY

THIS AGREEMENT made effective as of the day of 2022.

- (d) Facilities identified in Schedule "B" under the Reciprocal Recreation Facilities shall be considered of equal benefit to both municipalities, resulting in a cost neutral Operating Funding formula. Residents of the City and the County shall have equal access to Reciprocal Recreation Facilities at equal user fees.
- (e) The City recognizes the annual financial contributions the County provides to non-profit organizations that operate within the City boundaries and provide programs to County residents, and that this financial support is outside the annual allocation as defined within this Agreement.
- (f) This Agreement does not include any Capital Cost funding support from either municipality. Furthermore, the Parties agree to explore opportunities for the development of an Off-Site Levy bylaw to generate Capital Cost funding to support new or expanded recreation facilities.

5.0 DISPUTE RESOLUTION

- 5.1 The Parties will meet to attempt to resolve any disputes that may arise under this Agreement.
- 5.2 In the event the Parties are unable to resolve a dispute, the parties will follow the process outlined in "Schedule A – Dispute Resolution Process".

6.0 GENERAL

- 6.1 Inter-municipal cooperation is essential in developing a collaborative approach in supporting recreational opportunities for the collective community. This agreement is intended to, through strong partnerships, assist in developing priorities in the delivery of recreational and cultural services for the defined regional area. This collective approach will exemplify a mechanism for cost sharing of recreational programs and facilities for both perspective municipalities.
- 6.2 This Agreement only addresses recreation programs and facilities that exist as at the time this Agreement was signed.
- 6.3 The County and City are committed to working together in the potential development of additional regional recreational and community facilities in each respective municipality, and any proposal of new or expansion of existing regional recreational facilities shall be in consultation and agreement with both municipalities if Capital Cost funding or future Operating Funding support is anticipated.
- 6.4 All documents submitted to the Parties will be subject to the protection and disclosure provisions of the Freedom of Information and Protection of Privacy Act, RSA 2000, Chapter F-25, and amendments thereto. While this Act allows persons a right of access to records in the Parties' custody or control, it also prohibits the Parties from disclosing personal or business information where disclosure would be harmful to business interests or would be an unreasonable invasion of personal privacy.

RECREATION SERVICES COST SHARING AGREEMENT BETWEEN CITY OF AIRDRIE & ROCKY VIEW COUNTY

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- 6.5 Except as set forth in this Agreement, the Parties do not guarantee or warranty that any facility or service will be open, available, or fit for service at any given time. The municipalities acknowledge that there may be circumstances beyond the Service Provider's control that will result in facilities or services not being available for use by County or City residents. Should this occur, there will be no compensation or remedy due and payable to either municipality.
- 6.6 Neither of the Parties, or their delegates, shall be liable for any loss or damage to the other party or be deemed in breach of this Agreement to the extent that performance of its obligations or attempts to cure any breach under this Agreement are delayed or prevented as a result of any event or circumstance beyond its reasonable control, including with limitation, power or utility interruptions, or the inability to secure service or staff so long as it resumes performance as soon as practical if the reason for delaying the performance no longer exists.
- 6.7 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.
- 6.8 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 the City to the County by delivery to or by postage prepaid mail addressed as follows:
- Rocky View County**
262075 Rocky View Point
Rocky View County, AB, T4A 0X2
Attention: CAO or their designate
or email to the County at recreation@rockyview.ca
- b. by the County to the City by delivery to or by postage prepaid mail addressed as follows:
- City of Airdrie**
400 Main Street SE
Airdrie, Alberta T4B 3C3
Attention: Director, Community Services or their designate
or email to the City at legislative.services@airdrie.ca
- 6.9 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.
- 6.10 Each of the parties, 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.
- 6.11 The Parties shall be responsible for their own costs to develop, prepare, and execute this Agreement or any amendments thereto.

RECREATION SERVICES COST SHARING AGREEMENT BETWEEN CITY OF AIRDRIE & ROCKY VIEW COUNTY
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- 6.12 The Parties agree that they have expressed herein their entire understanding and agreement concerning the subject matter of this Agreement.
- 6.13 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: _____

CITY OF AIRDRIE

Per: _____

Per: _____

RECREATION SERVICES COST SHARING AGREEMENT BETWEEN CITY OF AIRDRIE & ROCKY VIEW COUNTY
THIS AGREEMENT made effective as of the day of 2022.**Schedule "A"****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 this Agreement 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.

RECREATION SERVICES COST SHARING AGREEMENT BETWEEN CITY OF AIRDRIE & ROCKY VIEW COUNTY

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Schedule "B"

Facility Inventory

"URBAN FACILITIES"

Facilities that offer multiple amenities and have the capacity to service the total area within each municipality and the ability to host regional events. Urban facilities within this agreement are all located within City of Airdrie boundaries and include:

Genesis Place

- Aquatics/pools (4)
- Water Slide (1)
- Lazy River Water Feature (1)
- Aquatics Climbing Wall (1)
- Indoor Ice Surfaces (2)
- Field House (1)
- Indoor Soccer Pitches (2)
- Gymnasium (1)
- Weight & Fitness Centre (1)
- 200 m Indoor Running Track (1)
- Multi-purpose Spaces (3)
- Meeting Rooms (8)
- Child minding facility
- Food Court

Ed Eggerer Athletic Park

- Outdoor Football Field (1)
- 400 metre Running Track (1)
- Press Box
- 1000 Seat Grandstand (1)
- High Jump/ Throws Areas
- Restrooms (2)
- Change Rooms (2)

Ron Ebbesen Arena

- Indoor Ice Surfaces (2)
- Meeting Rooms (2)
- Lounge/Restaurant (1)
- Concession (1)

RECIPROCAL RECREATION AMENITIES

Facilities that are financially supported through tax dollars in both municipalities and offer equal access to recreational opportunities for City of Airdrie and Rocky View County residents.

City of Airdrie	Rocky View County
<ol style="list-style-type: none"> 1. Bert Church Theatre 2. Big Springs Soccer Field 3. Chinook Winds Park 4. East Lake Park 5. Fletcher Ball Diamonds 6. Monklands Soccer Park 7. Nose Creek Park (off leash) 8. Plainsmen Arena 9. Town & Country Community Hall 10. Town & Country Curling Rink 11. Town & Country Over 50 Club 12. Various Trails/Pathways 	<ol style="list-style-type: none"> 1. Balzac Community Hall 2. Charles Butler Memorial Park 3. Delacour Community Hall 4. Goldenrod Community Hall 5. Madden Community Campground 6. Madden Community Hall 7. Madden Curling Club 8. Meadowlark Trail (Trans Canada Trail) 9. Pioneer Acres 10. Polaris Centre for the Performing Arts 11. Sharp Hills Preservation Society Park 12. Various Trails/Pathways