

RECREATION COST SHARING AGREEMENT

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

BETWEEN:

ROCKY VIEW COUNTY
(herein called the "County")

and

TOWN OF CROSSFIELD
(herein called the "Town")

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) The Town provides access and services to the residents of the County to unique recreation and cultural amenities and agrees that there are also reciprocal recreational and cultural amenities that are shared with residents of both municipalities;
- (d) The County is prepared to proportionally share the burden of costs of providing certain recreation and cultural services in the Town 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 **"Agreement"** shall mean this Recreation Cost Sharing Agreement together with the following schedules:

Schedule "A" Crossfield Catchment Area
Schedule "B" Dispute Resolution Process

- 1.2 **"Annual Recreation Contribution"** shall mean the County's share in providing operational funding to support existing recreation and cultural services.
- 1.3 **"Capital Funding"** shall mean the cost of capital projects. For the purposes of this Agreement, Capital Costs applies to the capital projects related to recreational infrastructure assets with a life span of five years or greater.
- 1.4 **"Crossfield Catchment Area"** shall include the area and residents within the corporate boundaries of the Town of Crossfield and lands as defined in Schedule "A".
- 1.5 **"Dissolution Agreement"** is an agreement as defined in the Municipal Government Act of Alberta.
- 1.6 **"Operational Funding"** means funds for the ongoing cost of running a facility, which may

RECREATION COST SHARING AGREEMENT BETWEEN TOWN OF CROSSFIELD & ROCKY VIEW COUNTY
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include planned life cycle maintenance costs.

1.7 “Parties” shall mean the County and the Town collectively.

2.0 Purpose:

2.1 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.

2.2 The Town 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 support recreation and cultural facilities and services in the best interest of Town 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 January 1, 2023, (the "Effective Date") and continue to December 31, 2027 (the "Termination Date") with the understanding that this Agreement is to be reviewed six (6) months prior to the termination date, no later than July 1, 2028 (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 The County shall be responsible for providing the Town, by August 1 of each year, the Annual Recreation Contribution based on the following, whichever is greater:

a. \$50 per household in the agreed upon Crossfield Catchment Area as defined in

RECREATION COST SHARING AGREEMENT BETWEEN TOWN OF CROSSFIELD & ROCKY VIEW COUNTY
This Agreement made effective as of the 1st day of January 2023

Schedule "A" of this agreement, (totalling \$22,650 in 2022), or

- b. An amount of \$30,000, on the basis of the agreed-upon County contribution in the 2013 Recreation Cost-Sharing Agreement.

- 4.2 It is further understood and agreed that non profit registered organizations that operate in Crossfield and support County residents are eligible to apply for matching operational funding to support their programs.
- 4.3 This agreement does not take into account any Capital Funding contributions that would be requested of the County if additional recreation or cultural facilities are to be constructed by the Town for the use and enjoyment by Town and County residents.
- 4.4 New or the expansions of existing recreation facilities shall be in consultation and agreement with the prospective municipalities if Capital Funding or future Operational Funding support is anticipated.
- 4.5 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.
- 4.6 The user fee structure for the existing recreation and cultural programs and use of the facilities will be established by the Town for programs and facilities in which they operate, or by community organizations approved by the Town or County to operate 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 the Town or community organizations approved by the Town.

6.0 Dispute Resolution:

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

7.0 General:

- 7.1 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.

RECREATION COST SHARING AGREEMENT BETWEEN TOWN OF CROSSFIELD & ROCKY VIEW COUNTY
This Agreement made effective as of the 1st day of January 2023

- 7.2 The Parties are committed to working together in the potential development of additional 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.
- 7.3 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.
- 7.4 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 Town 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 Office or Executive Director, Community
Services

or by email to the County at recreation@rockyview.ca

- (b) by the County to the Town by delivery to or by postage prepaid mail addressed as follows:

Town of Crossfield

1005 Ross Street, P.O Box 500

Crossfield, Alberta T0M 0S0

Attention: Director, Community & Protective Services or Chief Administration
Officer

or by email to the Town of Crossfield Town@crossfieldalberta.com

- 7.5 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.
- 7.6 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

RECREATION COST SHARING AGREEMENT BETWEEN TOWN OF CROSSFIELD & ROCKY VIEW COUNTY
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and carry out the terms of this Agreement.

- 7.7 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.
- 7.8 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 Parties acknowledge that there may be circumstances beyond the Parties' control that will result in facilities or services not being available for use by County or Town residents. Should this occur, there will be no compensation or remedy due and payable to either Party.
- 7.9 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.
- 7.10 The Parties agree that they have expressed herein their entire understanding and agreement concerning the subject matter of this Agreement.
- 7.11 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.

TOWN OF CROSSFIELD

Per: _____

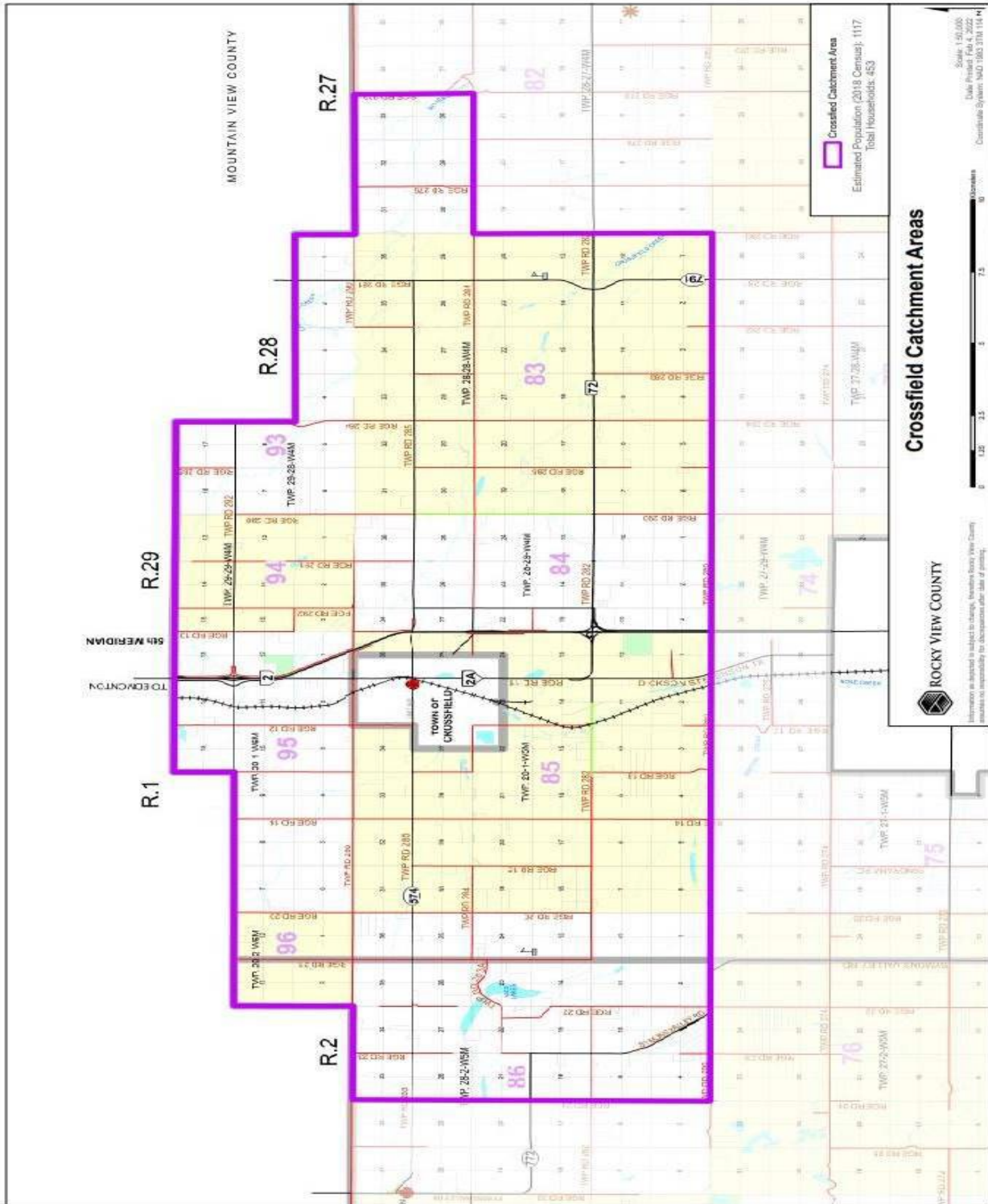
Per: _____

ROCKY VIEW COUNTY

Per: _____

Per: _____

RECREATION COST SHARING AGREEMENT BETWEEN TOWN OF CROSSFIELD & ROCKY VIEW COUNTY
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Schedule "A"

RECREATION COST SHARING AGREEMENT BETWEEN TOWN OF CROSSFIELD & ROCKY VIEW COUNTY
This Agreement made effective as of the 1st day of January 2023

That the Crossfield Catchment Area consists of the following lands within the jurisdiction of Rocky View County

Township 28, Range 27 Sections 28 to 33 inclusive, West of the 4th Meridian;

All of Township 28, Ranges 28 and 29, West of the 4th Meridian;

All of Township 28, Range 1, West of the 5th Meridian; Sections 1 to 4, 9 to 16, 21 to 28, 33 to 36 inclusive, in Township 28, Range 2 West of the 5th Meridian;

In Township 29, Range 28, West of the 4th Meridian, Sections 1 to 8 inclusive, Sections 17 and 18;

In Township 29, Range 29, West of the 4th Meridian, Sections 1 to 3 inclusive, Sections 10 to 15 inclusive;

In Township 29, Range 1, West of the 5th Meridian, Sections 1 to 15 inclusive; and,

In Township 29, Range 2, West of the 5th Meridian, Sections 1 and 2, Sections 11 and 12.

RECREATION COST SHARING AGREEMENT BETWEEN TOWN OF CROSSFIELD & ROCKY VIEW COUNTY
This Agreement made effective as of the 1st day of January 2023

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 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 Parties 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.
- 2) The report should contain a list of the matters agreed on and those on which there is no agreement between the parties.

RECREATION COST SHARING AGREEMENT BETWEEN TOWN OF CROSSFIELD & ROCKY VIEW COUNTY
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- 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.