

**FACILITY OPERATING COST-SHARING AGREEMENT**

THIS AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2019.

BETWEEN:

**TOWN OF ECKVILLE**

(the "Town")

OF THE FIRST PART

- and -

**LACOMBE COUNTY**

("the County")

OF THE SECOND PART

WHEREAS the Town and County share a common border;

AND WHEREAS the Town and the County share common interests and are committed to working cooperatively together to provide services to their residents;

AND WHEREAS trust and mutual respect are the foundation for a good, positive, enduring and effective relationship between the Town and the County;

AND WHEREAS the Town and County acknowledge that the advancement of their shared interests is best accomplished through effective and ongoing cooperation, collaboration, coordination and communication;

AND WHEREAS the Town and County support serving the collective needs of their residents based on the principles of reasonableness and fairness;

AND WHEREAS the Town owns and operates a number of facilities for the benefit of both Town and County residents;

AND WHEREAS it is acknowledged that these facilities require operational support from the Town and County,

AND WHEREAS the Town and County are desirous of entering into an agreement with respect to the sharing of operational costs of these facilities;

AND WHEREAS in the spirit of following the Government of Alberta's Red Tape Reduction initiatives the Town and County are desirous of entering into an agreement that reduces unnecessary regulation and administration,

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, covenants and agreements herein contained, the Parties hereto agree as follows:

1. General

- (a) The Town facilities covered by this agreement are outlined in Schedule "A".
- (b) The County shall provide operational support for Town facilities in the amount outlined in Schedule "B".
- (c) As a condition of providing operational support County residents shall be granted the same access and pay the same facility user/program registration fees as Town residents.
- (d) County operational support shall be provided by June 30<sup>th</sup> of each year.

2. Term

This Agreement shall commence on January 1, 2020 and shall continue in force until December 31, 2024 or the agreement is terminated pursuant to Section 3 of this Agreement.

3. Termination

This Agreement may be terminated:

- (a) Upon mutual consent of the Parties; or
- (b) On December 31<sup>st</sup> of any year provided that one year's written notice to that effect has been given by one Party to the other Party.

4. Rights on Termination

Without restricting any other remedy which one Party may have against the other Party, if the one Party terminates this Agreement pursuant to Section 3 of this Agreement, such termination will in no way restrict the other remedies which one Party may have against the other Party.

5. Indemnity

The Parties shall indemnify and hold harmless each other and its elected officials, employees, servants and agents against any claim, demand, action, suit or proceeding that may at any time be brought against each other, its elected officials, employees, servants and agents arising out of the implementation of this Agreement.

The indemnifications set forth above shall survive the expiration of the Term or the Termination of this Agreement for whatever cause.

6. Dispute Resolution

If any dispute arises between the Parties with respect to any of the provisions of this agreement, which cannot be resolved by mutual agreement between the Chief Administrative Officers of the Town and County within 30 days of receipt of notice of the matter in dispute, then such dispute shall be referred to two elected officials of each the Town and County who shall meet to discuss and attempt to resolve the matter in dispute.

In the event the dispute cannot be resolved by the two elected officials of the Town and County within 30 days of the matter in dispute being referred to them, then such dispute shall be determined by arbitration in accordance with the following terms and conditions:

- (a) The Parties shall agree upon a single arbitrator (the "Arbitrator") and in the event that the Parties are unable to agree upon the Arbitrator, the matter shall be referred to the Court of Queen's Bench of Alberta for the appointment of the Arbitrator;
- (b) The decision of the Arbitrator shall be binding upon the Parties;
- (c) The cost of each arbitration shall be borne by the Party against which the award is made by the Arbitrator, unless the Arbitrator decides otherwise;
- (d) The Arbitrator shall not alter, amend or otherwise change the terms and conditions of this Agreement;
- (e) Except as modified herein, the provisions of the *Arbitration Act*, RSA 1980, c. A-43, as amended from time to time, shall apply to any arbitration conducted pursuant to this Agreement; and
- (f) Notwithstanding any provision contained herein to the contrary, if any dispute which has been submitted to the Arbitrator has not been determined by the Arbitrator within 45 days of receipt of the notice to arbitrate, either Party at any time thereafter, but prior to a determination being made by the Arbitrator, shall have the right of recourse to the Court of Alberta having jurisdiction for the determination of the dispute, and upon the commencement of any action for such purpose the jurisdiction of the Arbitrator with respect of such dispute shall cease.

Notwithstanding Subsections 6 (a) to (f) of this Agreement, upon mutual consent of the Parties, the Parties may utilize mediation to assist in resolving any dispute arising from any provision of this Agreement.

7. Force Majeure

If the Parties fail to meet their respective obligations hereunder within the respective time prescribed, and such failure is directly caused or materially contributed to by Force Majeure, such failure shall be deemed not to be a breach of the obligations of such Party, provided that, in such event, such Party shall use its commercially reasonable efforts to put itself in a position to carry out its obligations hereunder as soon as reasonably possible, to the extent

that it is within its power.

8. Unenforceability

If any portion of this Agreement is deemed to be illegal or invalid, then that portion of the Agreement shall be deemed to be severed from the remainder of the Agreement, and the remainder of the Agreement shall be enforceable.

9. Entire Agreement

This Agreement constitutes the entire Agreement between the Parties relating to the subject matter and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties and there are no general or specific warranties, representations or other agreements by or among the Parties in connection with the entering into of this Agreement or the subject matter except as specifically set forth herein.

10. Amendments

Amendments to this Agreement, including changes to Schedule "A" and/or Schedule "B" may be initiated by either Party in writing and must be agreed to by both Parties.

11. Freedom of Information and Protection of Privacy

The Town and County acknowledge that the Freedom of Information and Protection of Privacy Act applies to all information generated, collected or provided under this Agreement, and will comply with its provisions.

12. Notices

Any notice under this Agreement shall be deemed to be given to the other Party if:

- (a) Delivered personally;
- (b) Mailed by regular mail to the address of the Party to whom it is intended for; or
- (c) By electronic mail.

A notice or other document sent by post shall be deemed to be sent at the time when the same was deposited in a post office or public letter box, and any notice mailed shall be deemed to have been received on the fourth day after the date it is postmarked. A notice or other document sent by electronic mail or by any other like method by which a written or recorded message may be sent shall be deemed to be delivered at the time when the same was transmitted by the sender.

if to the Town: **TOWN OF ECKVILLE**  
P.O. Box 578  
Eckville, AB T0M 0X0  
Email: [admin@eckville.com](mailto:admin@eckville.com)

if to the County: **LACOMBE COUNTY**  
RR 3  
Lacombe, AB T4L 2N3  
Email: [info@lacombecounty.com](mailto:info@lacombecounty.com)

13. Assignment

This Agreement shall not be assignable by the Town to any other person, firm or corporation without the prior written consent of the County.

14. GST Exclusive

All amounts payable by the County to the Town hereunder will be exclusive of any Goods and Services Tax ("GST"), and the County will, in addition to the amounts payable hereunder, pay to the Town all amounts of GST applicable thereon.

15. Enurement

This Agreement shall be binding upon the Parties and their successors.

16. Governing Law and Submission to Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the Parties hereby submit to the jurisdiction of the Courts in the Province of Alberta.

IN WITNESS WHEREOF the Parties have set their seals and hands of their duly authorized signing officers in that behalf on the day and year first above written.

**TOWN OF ECKVILLE**

**LACOMBE COUNTY**

  
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
Chief Administrative Officer

  
\_\_\_\_\_  
County Manager



**Schedule "A"**  
**Facilities Covered by this Agreement**

Eckville Arena

Eckville Cemetery

Eckville Community Centre

Eckville Curling Club

Eckville Ball Diamonds (Forhan Diamond and Andrew Diamond)

Eckville Skate Park

Eckville Spray Park

**Schedule "B"**  
**Annual Operational Support\***

January 1 to December 31, 2020	\$64,606
January 1 to December 31, 2021	2020 payment plus CPI
January 1 to December 31, 2022	2021 payment plus CPI
January 1 to December 31, 2023	2022 payment plus CPI
January 1 to December 31, 2024	2023 payment plus CPI

\*All amounts are exclusive of GST

\*CPI factor applied shall be based on Alberta CPI (December to December)