

THIS AGREEMENT dated the 27 day of April, 2020.

BETWEEN

COUNTY OF GRANDE PRAIRIE NO. 1

(the "County")

OF THE FIRST PART

-and-

TOWN OF BEAVERLODGE

(the "Town")

OF THE SECOND PART

RECREATION SERVICES AGREEMENT

WHEREAS the County and the Town are municipal corporations pursuant to the *Municipal Government Act* (Alberta);

AND WHEREAS the County and the Town have common boundaries and are required to create an intermunicipal collaboration framework pursuant to Part 17.2 of the *Municipal Government Act* which must address, amongst other things, services relating to recreation;

AND WHEREAS the County and the Town recognize the value of recreation facilities and programs and their contribution to the quality of life for residents;

NOW THEREFORE pursuant to Part 17.2 of the *Municipal Government Act* and in consideration of the covenants and agreements contained herein, the receipt of sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS AND SCHEDULES

1.1. In this Agreement, the following terms shall have the following meanings:

- a. **"Agreement"** means this Agreement, and includes any Schedules hereto.
- b. **"County"** means the County of Grande Prairie No. 1.
- c. **"County Council"** means the Council of the County of Grande Prairie No. 1 as elected from time to time during the Term of this Agreement.
- d. **"Recreation Funding"** means the Recreation Funding payable by the County pursuant to this Agreement.

- e. **“Recreation Services”** means recreation facilities and programming owned or operated by the Town and funded, in whole or in part, by Recreation Funding paid by the County pursuant to this Agreement.
- f. **“Town”** means the Town of Beaverlodge.
- g. **“Town Council”** means the Council of the Town of Beaverlodge as elected from time to time during the Term of this Agreement.
- h. **“Term”** has the meaning set forth in Section 3 of this Agreement.

2. PURPOSE AND INTENT OF AGREEMENT

- 2.1. The purpose and intent of this Agreement is to set out the basis and terms and conditions on which the County will provide Recreation Funding to the Town with respect to recreation facilities and programming provided by the Town which are open and available to County residents.

3. TERM OF AGREEMENT

- 3.1. The term of this Agreement shall be three (3) years commencing on the 1st day of January, 2020 (the “Term”)
- 3.2. The parties may, by mutual agreement in writing made no later than six (6) months prior to the expiry of the Term, extend the Term for a period of up to two (2) additional years.

4. RECREATION FUNDING

- 4.1. Subject to the terms and conditions of this Agreement, the County will provide Recreation Funding for each calendar year during the term of the Agreement as set out herein, commencing in the 2020 calendar year.
- 4.2. The Recreation Funding payable by the County to the Town during the 2020 calendar year shall be as follows:
 - a. \$24,000.00 to be used by the Town for the sole purpose of maintaining greenspace and playing fields made available for the use of residents of both the Town and the County, and;
 - b. \$350,000 for the sole purpose of providing an indoor pool and gymnasium which is open to and available to residents of both the Town and the County,

- c. \$125,000 for the purpose of providing an indoor ice arena which is open to and available to residents of both the Town and the County,

payable no later than July 30, 2020, or such other date as is agreed upon in writing by the parties.

- 4.3. The Recreation Funding payable by the County to the Town for subsequent years during the Term of this Agreement shall be calculated by increasing the amount of Recreation Funding payable in the immediately preceding year by TWO AND A HALF (2.5%) PERCENT, and shall be payable no later than July 30 of the year in question or such other date as is agreed upon in writing by the parties.
- 4.4. The County will also contribute half the cost to a maximum of \$175,000 to repair the roof of the indoor arena in the year the repair takes place.

5. LIMITATION ON COUNTY'S OBLIGATIONS

- 5.1. The Town acknowledges and agrees that the Recreation Funding provided by the County pursuant to this Agreement is the only funding that is required to be provided by the County with respect to the subject matter herein, and the provision of recreation facilities and programs by or on behalf of Town generally, and that the County will not be required to provide any other contributions or Recreation Funding to the Town during the Term of this Agreement for these purposes.

6. RESPONSIBILITY FOR CONTRIBUTIONS

- 6.1. The County and the Town shall each be solely responsible for securing their respective contributions to capital and operating costs and expenses for the Recreation Services, and may secure and obtain funding in a form and on terms and conditions determined to be reasonable and appropriate by the securing party in its sole discretion.

7. USE OF FUNDING AND REPORTING REQUIREMENTS

- 7.1. The Town shall use the Recreation Funding received pursuant to this Agreement solely for the purpose for which it is intended and designated pursuant to this Agreement, taking into account the purpose and intent of this Agreement.
- 7.2. Without limitation to any other provision of this Agreement, the Town shall provide the County with an accounting and supporting documentation regarding the use of the Recreation Funding, which shall include:

- a. an annual budget approved by Town Council which identifies the cost of recreational services funded by the Town, and;

sixty (60) days from the end of each calendar year during the term of the Agreement.

8. TOWN'S OBLIGATIONS

- 8.1. The Town is prohibited from charging differential fees to users of the Town's recreational facilities and programming on the basis of whether or not they are residents of the Town of Beaverlodge.
- 8.2. The Town shall provide, or cause to be provided, the Recreation Services in accordance with all applicable federal and provincial legislation and regulations and with the degree of skill, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced provider of such services.

9. INSURANCE AND INDEMNITY

- 9.1. The Town shall provide and keep in force during the Term of this Agreement insurance policies acceptable to and approved by the County with respect to the Recreation Services.
- 9.2. The insurance policies required to be maintained by the Town pursuant to Section 9.1 herein shall include comprehensive general public liability insurance (covering personal and bodily injury, death, and property damage) on an occurrence basis of no less than FIVE MILLION (\$5,000,000.00) DOLLARS. Such insurance shall not be capable of cancellation or modification without THIRTY (30) DAYS prior written notice to the County.
- 9.3. The Town shall at all times indemnify and save harmless the County, its officers, elected officials, employees and agents from and against any and all liabilities, claims, demands, losses, costs, charges, expenses (including without limiting the generality of the foregoing, all legal fees and disbursements on a solicitor and own client basis and any amount paid to settle any actions or satisfy any judgments), actions and other proceedings made, brought against, suffered by or imposed on the County, its officers, elected officials, employees and agents in respect of anything arising from the provision of the Recreation Services or for any reason whatsoever, or in respect of any loss, damage or injury (including injury resulting in death) to any person or property (including, without restricting the generality of the foregoing, employees, invitees, contractors, agents and property of the County) directly or indirectly arising out of, resulting from or sustained by reason of the Town's provision of the Recreation Services.

- 9.4. In no circumstances whatsoever shall either party be liable to the other for any consequential, indirect or special damages arising for or in any way related to this Agreement.
- 9.5. Sections 9.3 and 9.4 herein shall survive the expiry or termination of this Agreement, howsoever it occurs.

10. DISPUTE RESOLUTION

- 10.1. Any claim, dispute or other matter in question between the County and the Town arising under or in any way pertaining to this Agreement (a "Dispute") shall be resolved as follows:

- a. Negotiation

- i. The Chief Administrative Officers for the County and the Town shall meet within two (2) weeks of the date on which written notice of the Dispute was provided to discuss the Dispute, and attempt to resolve the dispute through good faith consultations and discussions (the "CAO Meeting");
- ii. If the Dispute cannot be resolved by a CAO Meeting, the Chief Administrative Officers (CAO) and Chief Elected Official (CEO) for each of the County and the Town shall meet within two (2) weeks of the CAO Meeting, for the purpose of formulating a recommendation to their respective Councils regarding a resolution to the Dispute (the "CAO/ CEO Meeting");
- iii. The recommendation referred to in subsection (ii) herein shall be presented to the respective Councils for approval within one (1) month of the date of the CAO/CEO Meeting.
- iv. The time periods to in subsection (a) herein, may be modified by agreement of the parties. It is the intent of the parties that each party's CAO and CEO make his/her best efforts to personally attend the CAO meeting and/or CAO/CEO Meeting referred to in subsection (ii) herein, however the parties acknowledge and agree that in the event a party's CAO or CEO is temporarily unavailable that the CAO or CEO may designate a member of administration or council to attend on his/her behalf.

- b. Mediation

- i. If the Dispute cannot be resolved through the process set out in Section 10.1(a) herein, then the parties must appoint a mediator to attempt to resolve the dispute by mediation.

- ii. The initiating party must provide the mediator with an outline of the dispute and any agreed statement of facts.
 - iii. The parties must give the mediator access to all records, documents and information that the mediator may reasonably request.
 - iv. 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.
 - v. 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.
- 10.2. If the Dispute cannot be resolved through the process set out in Section 10.1(b) herein, then the Dispute shall be resolved by arbitration in accordance with Part 17.2 of the *Municipal Government Act*.
- 10.3. If the Dispute cannot be resolved through the process set out in Section 10.1(b) herein, and is not subject to arbitration pursuant to Part 17.2 of the *Municipal Government Act*, the Dispute shall be resolved by arbitration before a single arbitrator agreed upon by the parties or, in default of such agreement, before a single arbitrator appointed by a court in accordance with the *Arbitration Act* (Alberta). The arbitration shall be conducted in accordance with the *Arbitration Act* (Alberta) and the decision of the arbitrator shall be final and binding on the parties.

11. GENERAL PROVISIONS

- 11.1. All notices required or permitted under this Agreement shall be in writing and (a) delivered personally, (b) sent by recognized express mail or courier service, with delivery receipt requested, (c) sent by facsimile transmission with telephonic confirmation, or (d) sent by e-mail to the parties to this Agreement as follows:

County of Grande Prairie No. 1

Attention: Chief Administrative Officer
10001 - 84 Avenue
Clairmont, AB T0H 0W0
Facsimile: 780-539-9880
Email: _____

Town of Beaverlodge

Attention: Chief Administrative Officer
Box 30
Beaverlodge, AB T0H 0C0

Facsimile: 780-354-2207

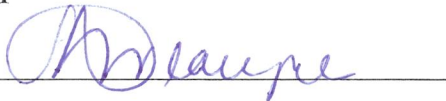
Email: _____

- 11.2. This Agreement constitutes the entire Agreement between the parties hereto with respect to the matters provided for herein and cancels and supersedes any prior understandings, agreements, negotiations and discussions between the parties except as stated in this Agreement. There are no representations, warranties, terms, conditions, undertakings or collateral agreements or understandings, express or implied, between the parties hereto other than is expressly set forth in this Agreement. This Agreement may not be amended or modified in any respect except by written instrument executed by each of the parties hereto.
- 11.3. Each provision of this Agreement is hereby declared to be separate, severable and distinct. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the remainder of this Agreement shall not be affected thereby and shall be applied and construed as if such invalid, illegal or unenforceable provision had been omitted unless such provision or provisions are so material that its or their invalidity, illegality or unenforceability would materially change the terms and conditions contemplated hereby so as to make them unreasonable and contrary to the intentions of the parties.
- 11.4. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement.
- 11.5. This Agreement may not be assigned by any of the parties hereto without the prior written consent of the other parties hereto, which may be withheld by either party in its sole and unfettered discretion.
- 11.6. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, including any successor by reason of amalgamation of any party, administrators and permitted assigns.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date hereinabove written.

COUNTY OF GRANDE PRAIRIE
NO. 1

Per: _____



Per: _____



TOWN OF BEAVERLODGE

Per: _____



Per: _____



