

Shared Recreation Services Funding Agreement

Between

**The Town of Rimbey
(the “Town”)**

and

**Ponoka County
(the “County”)**

PREAMBLE

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

WHEREAS the Town and County embrace a cooperative culture that encourages innovative approaches to funding and delivering municipal services, including recognition of the value of shared services;

WHEREAS it is acknowledged that while these services require operational support from the Town and County, it is expected that the users and community will also contribute to the operation of the services and necessary facilities through fees, fundraising, and volunteer assistance;

WHEREAS the Town and the County are each prepared to contribute financial assistance annually to cover Operating and Capital Replacement Costs;

WHEREAS the Town and County residents are entitled to benefit from Shared Recreation Services based on the current published Town of Rimbey Rates and Fees;

AND WHEREAS the purpose of this Agreement is for the sharing of Operating and Capital Replacement costs.

NOW THEREFORE THIS AGREEMENT BEARS WITNESS that the Town of Rimbey and Ponoka County agree as follows:

1. DEFINITIONS

- A. "CAPITAL REPLACEMENT COSTS" means costs associated with projects for repairing, upgrading or intensification of use of existing facilities having a value of \$5,000 or more.
- B. "COMMITTEE" means the Intermunicipal Committee established under the Intermunicipal Collaboration Framework and is composed of two members of Council and the Chief Administrative Officers or designate of each Signatory.
- C. "CONSUMER PRICE INDEX" means the annual Edmonton consumer price index (CPI) for "all goods" as calculated by Statistics Canada for the most recent one-year period as of 1 January for the calendar year.
- D. "COUNTY" means Ponoka County.
- E. "OPERATING COSTS" means the Town's routine operating and maintenance costs for the facilities, less associated revenues, as shown in the Town of Rimbey Operating Budget.
- F. "RIMBEY RECREATION AREA" means the area as shown on Schedule "C" to this Agreement.
- G. "SHARED RECREATION SERVICES" means services provided in those facilities that are listed in Schedule A to this Agreement.
- H. "SIGNATORIES" means the Town of Rimbey and Ponoka County.
- I. "TOWN" means the Town of Rimbey.

2. AGREED FUNDING FORMULA

- A. Funding for shared recreation services will be based on population for the Town and County recreation area identified to the Town of Rimbey to be adjusted annually by CPI for Edmonton and with the release of the Federal Census. Beginning in 2020 the shared recreation services funding agreement will be phased in as per Schedule "B".

3. TOWN OF RIMBEY

- A. The Town of Rimbey shall allow County residents to benefit from Shared Recreation Services based on the current published Town of Rimbey Rates and Fees.
- B. The Town will ensure that public and promotional information for Shared Recreation Facilities recognizes the partnership and collaboration between the Town and County.
- C. The Town will operate and maintain the shared facilities as per Schedule "A".
- D. The Town agrees to put ten percent (10%) of the annual contribution from the County into a Recreation Facilities reserve which will be matched by the Town. The Town will manage the Recreation Facilities reserve.

4. PONOKA COUNTY

- A. Ponoka County agrees to make annual financial contributions for Operating and Capital Replacement Costs in accordance with the funding model agreed upon by the Town and County in Section 2A and Schedule "B".

5. TERM

- A. The term of this Agreement commences for the 2020 year and any renewals will be for five (5) years.

6. GEOGRAPHIC AREA

- A. The geographic area to which this Agreement will apply is the Ponoka Recreation Area shown in Appendix "C" attached to this document. Population adjustments will come into effect the year the federal census data is released.

7. SCHEDULE OF PAYMENTS

- A. The County's contribution to Operating and Capital Maintenance Costs will be paid to the Town on May 15th of each year during the term of this Agreement. The Town will provide an invoice in advance of May 15th each year

8. AMENDMENTS

- A. This Agreement may only be altered or amended in any of its provisions when any such changes are put in writing and signed by all of the Signatories.
- B. Based on the 2020 recreation discussions, the Town of Rimbey and Ponoka County agree that upon conclusion of the Ponoka County and Town of Ponoka recreation

shared facility funding negotiation process, should a higher shared facility funding model be approved either through negotiations, mediation and/or arbitration, this agreement between the Town of Rimbey and Ponoka County will be updated to reflect the equivalent increase.

9. DISPUTE RESOLUTION AND TERMINATION

A. Each of the Town and County agree that the following dispute resolution will apply to this Agreement.

- i. The Parties commit to resolving any disputes under the Shared Recreation Services Funding Agreement in a non-adversarial, informal and cost-efficient manner.
- ii. The Parties agree to make all reasonable efforts to resolve any disputes by negotiation and agree to provide open and timely disclosure of relevant facts, information and documents to facilitate negotiations.
- iii. When a Party believes there is a dispute under the Shared Recreation Services Funding Agreement and wishes to engage in dispute resolution, the Party must give written notice of the matters under dispute to the Chief Administrative Officer of the other Party to attempt to negotiate a resolution to the dispute.
- iv. If a dispute cannot be resolved to the satisfaction of the Parties within thirty (30) calendar days of the dispute being referred to the Chief Administrative Officers, the dispute will be referred to the Committee to attempt to negotiate a resolution to the dispute.
- v. If a dispute cannot be resolved to the satisfaction of the Parties within sixty (60) calendar days of the dispute being referred to the Committee, the dispute will be referred to the Councils of both parties.
- vi. If a dispute cannot be resolved to the satisfaction of the Parties within sixty (60) calendar days of the dispute being referred to the Councils of the Parties, the dispute will be referred to a mediator acceptable to both parties, unless the Parties mutually agree not to mediate the dispute. The costs of mediation shall be shared equally between the parties.
- vii. Mediation of a dispute shall be completed in a timely and efficient manner. If the dispute has not been resolved to the satisfaction of the Parties within three (3) months after the appointment of a mediator, and the Parties have not mutually agreed to extend the term of mediation, the mediation is deemed

unsuccessful and shall be terminated.

- viii. If a dispute is not resolved through the above noted process, the Parties shall refer the matter to an arbitrator acceptable to both parties and the arbitration process described in Part 17.2 of the *Municipal Government Act* shall apply whether or not one year has passed after the Parties started the dispute resolution process in this Shared Recreation Services Funding Agreement.

10. INDEMNITY

- A. The County shall indemnify and save harmless the Town from and against any and all claims, demands, losses, costs, damages, actions, suits and proceedings arising out of the performance or non-performance of this Agreement except where such claims, demands, losses, costs, damages, actions, suits and proceedings arise from the gross negligence or willful misconduct of the Town, its employees or agents and, in particular, without limiting the generality of the foregoing; the County shall indemnify and save harmless the Town from any claims, demands, losses, costs, damages, actions, suits and proceedings that arise from the Town's failure to provide recreation and culture services in the Rimbey Recreation Area. Nothing in the foregoing shall be interpreted to require the County to indemnify the Town for any claims, demands, losses, costs, damages, suits or proceedings by a third party against the Town with respect to the Town's operation and maintenance of the Shared Recreation Services.
- B. Notwithstanding Clause 9.1 above, this Agreement does not and shall not be deemed or construed to confer on the County any right to claim damages from the Town as a result of the Town's failure to provide recreation and culture services in the Rimbey Recreation Area.
- C. The Town shall indemnify and save harmless the County from and against any and all claims, demands, losses, costs (including legal costs on a solicitor and own client basis), damages, actions, suits and proceedings arising out of the performance or non-performance of this agreement and, in particular, without limiting the generality of the foregoing; the Town shall indemnify and save harmless the County from any claims, demands, losses, costs (including legal costs on a solicitor and own client basis), damages, actions, suits and proceedings that arise from the Town's operation and maintenance of the facilities used to provide Shared Recreation Services.

11. SEVERABILITY

- A. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or

impaired thereby.

IN WITNESS **WHEREOF** the parties have hereunto affixed their seals by the hands of their proper offices in that behalf as of the day and year first below written.

Signed this 10 day of MARCH, 2020 at PONOKA,
Alberta

PONOKA COUNTY



Reeve

Chief Administrative Officer

TOWN OF RIMBEY

Mayor

Lori Hillis
Chief Administrative Officer

Schedule A

RECREATION FACILITIES

1. Vern Poffenroth Memorial Arena
2. Peter Lougheed Community Centre
3. Rimbey Aquatic Centre
4. Rimbey Curling Rink

Schedule B

PER CAPITA FUNDING RATES

	2020	2021	2022	2023
			Population Adjustment	Increased by CPI
Recreation	75.00	85.00	\$95.00	\$95.00 + CPI

PONOKA RECREATION AREA

