THIS RECREATION AGREEMENT entered the 1st day of January, 2024.

BETWEEN:

TOWN OF ROCKY MOUNTAIN HOUSE

-and-

CLEARWATER COUNTY

WHEREAS:

Section 3 of the Municipal Government Act provides that the purposes of a municipality include the provision of services that, in the opinion of council, are necessary or desirable for all or a part of the municipality;

The Town and the County are municipalities which wish to pursue mutual interests to all users, visitors, stakeholders and residents of the Town and the County;

The Town recognizes that Town residents use County community halls, ice rinks, trails, fields, campgrounds, baseball diamonds and fishing docks that are funded by the County. The County recognizes that County residents use Town playgrounds, trails, sports fields, community hall and campground. The Town and County recognize that these type of facilities are funded by each municipality but benefit all citizens and visitors to the region;

The Town owns and operates Facilities and provides Recreation Services and provides access to County residents to its Facilities and Recreation Services on the same terms and at the same rates and fees charged to residents of the Town;

The County recognizes that the Town's Facilities were constructed of sufficient size to serve residents of the region, including County residents. The Town recognizes and appreciates that the County has contributed to the Facilities both in capital and operational funding;

The Town and the County agree to share the Capital Costs and Operating Costs of the Facilities and Recreation Services as provided for in this Agreement;

The Town and the County entered a recreation services agreement on February 10, 2009;

The Town and the County wish to enter this agreement to establish the terms under which the Town and the County will share the costs of the provision of Recreation Services provided by the Town;

Town Council and County Council have passed all necessary bylaws or resolutions required to approve the Parties entering into this Agreement;

In consideration of the mutual and other promises described in this Agreement, the sufficiency of which is irrevocably confirmed, the Parties agree as follows:

ARTICLE 1 – DEFINITIONS

1.1 In this Agreement, the following words have the described meaning unless expressly stated otherwise:

a. **"2009 Agreement"** means the agreement entered by the Town and the County on February 10, 2009 regarding recreation services and cost sharing for those services between the Town and the County;

b. "**Agreement**" means this Recreation Agreement including the preamble, all attached Schedules and any written amendments, extensions and renewals;

c. "**Allocation Proportion**" means the agreed upon lump sum amount to be paid by the County and the balance of the expenses to be paid by the Town;

d. "**Capital Budget**" means the budget which sets out the funding required for Capital Costs;

e. **"Capital Costs"** means the Town's costs for tangible capital assets for the Facilities including Equipment as defined in the CPA Canada Public Sector Accounting Handbook, Section 3150 above the limits set out in the Town's Tangible Capital Asset Policy;

f. **"Chief Administrative Officer" or "CAO"** means the individual appointed by the Town or the County as the chief administrative officer under section 206 of the Municipal Government Act, R.S.A. 2000, c. M-26 or the CAO's designate;

g. "**Committee**" means the Intermunicipal Collaboration Committee;

h. "**Confidential Information**" means information in the possession of, or received in confidence by, the Town or the County that the Town or the County:

   i. is prohibited from disclosing pursuant to legislation, court order or by contract;
   ii. is required to refuse to disclose under FOIP or any other legislation;
   iii. any other information that pertains to the business of the Town or the County and is generally considered to be of a confidential nature,
   iv. any information that Town Council or County Council receives during an "in camera portion of a council meeting until such time as those matters have subsequently been made public by Council;

i. "**Consumer Price Index**" means the Statistics Canada consumer price index for Alberta for "All Items" from August of the previous year to August of the year in question;

j. "**County Council**" means the municipal council of the County;

k. "**County**" means the municipal corporation of Clearwater County;

l. **"County's Allocation Proportion"** means the County's annual agreed upon lump sum payment based on the philosophy of paying the proportion of Administrative Costs, Operating Costs and Capital Costs related to the Recreation Services between the Town and the County as set out below:

i. 25% of the Administrative Costs;
ii. 50% of Capital Costs for the Facilities; and
iii. 50% of the Operating Costs Net Deficit;

m. "**Equipment**" means the vehicles, equipment, apparatus, computers, office equipment or other technology used in support of the Recreation Services;

n. "**Facilities**" means the buildings and structures used for recreational purposes identified in Schedule "A";

o. **"FOIP"** means the *Freedom of Information and Protection of Privacy Act,* RSA. 2000, c. F-25;

p. "**Force Majeure**" includes:

i. acts of God,
ii. outbreak of hostilities, riots, civil disturbance, acts of terrorism,
iii. acts of a government or other authority (that is not caused by an error, omission or breach of law of the Party) and which are resisted by the Party using lawful and reasonable means,
iv. fire, explosion, flood, fog or bad weather,
v. power failure or failure of communication lines,
vi. theft, malicious damage, strike, lock-out or industrial action of any kind,
vii. pandemic or unusual disease outbreak, or
viii. strikes and labour shortages in the Alberta market for personnel (if the Party seeking to invoke the benefit of this article offers reasonable compensation and terms to employees),

but in no event shall a lack of funds be an event of Force Majeure for a Party;

q. "***Municipal Government Act***" means the *Municipal Government Act,* R.S.A. 2000, c. M-26;

r. "**Operating Budget**" means the budget which sets out the funding required for Operating Costs;

s. "**Operating Costs**" means the expenses related to the Equipment, operation of the Facilities and Recreation Service incurred by the Town and includes:

i. employee wages, salaries, benefits, WCB premiums and other costs associated with their employment, employee training, conferences, certifications and associated costs, materials and supplies, including supplies used for employee training,
ii. supplies;
iii. the costs of contracted services;
iv. any costs related to the day-to-day operations of the Recreation Services,
v. costs below the capital limits set out in the Town's Tangible Capital Asset Policy and
vi. any other operational expenditure as may be approved by the Parties,

but does not include interest charges on debt or amortization;

t. **"Operating Costs Net Deficit"** means the Operating Costs less any revenues received from the Equipment, operation of the Facilities and Recreation Service;

u. **"Party"** means the Town or the County;

v. **"Recreation Services"** means all services connected to athletic or entertainment participation events and activities which the Town provides at the Facilities listed in Schedule "A";

w. **"Town"** means the Town of Rocky Mountain House;

x. **"Town's Allocation"** means the difference between the annual actual expenses and the County's Allocation.

y. **"Town Council"** means the municipal council of the Town.

ARTICLE 2 – PURPOSE AND INTENT

2.1 The purpose and intent of this Agreement is to establish the term and conditions under which the County shall contribute funding to the Town so the Town may provide Recreation Services and may operate and maintain the Facilities for the benefit of the Parties and their respective residents.

2.2 The Parties agree:

a. to be open and honest and timely in all of their dealings and communications with each other;

b. to act reasonably, fairly and in good faith in carrying out their roles and responsibilities under this Agreement; and

c. to cooperate, whenever reasonably possible, under the terms of this Agreement to ensure that Facilities and Recreational Services are provided to the residents of the Town and the County.

2.3 This Agreement replaces and supersedes the 2009 Agreement.

ARTICLE 3 – TERM AND TERMINATION

3.1 The term of this Agreement is for a period of ten (10) years, commencing on January 1, 2024 and expiring December 31, 2033.

3.2 This Agreement shall be automatically renewed for a further five (5) years at the conclusion of the Term, unless one of the Parties provide written notice, not less than one (1) year prior to the end of the Term, that they do not wish the Agreement to be renewed.

3.3 If a Party terminates its participation in this Agreement under Article 13.2, the Party which terminates its participation in this Agreement in accordance with Article 13.2 remains obligated to provide its Allocation Proportion for the termination period in which notice of termination was given.

3.4 The Parties agree that they will formally review this Agreement every five (5) years, with the first review occurring in the period between January to June 15, 2029.

a. By January 31, 2028, the Chief Administrative Officer for each of the Parties shall send to the other Party a list of any areas of the Agreement which the Party believes requires amendment or discussion.

b. No later than May 31, 2028, the Parties shall meet to discuss the items identified in Article 3.4a.

c. The Chief Administrative Officers will use their best efforts to resolve any issues which do not require an amendment to the Agreement.

d. If they cannot resolve the issues identified and the matter requires an amendment to the Agreement, the Chief Administrative Officers will report back to their respective Councils regarding the items which require amendment.

e. If a matter requires an amendment to the Agreement, the matter shall be referred to the Intermunicipal Collaboration Committee to negotiate the amendment.

ARTICLE 4– RELATIONSHIP OF THE PARTIES AND ACKNOWLEDGEMENTS

4.1 This Agreement governs and defines the Parties':

a. respective rights, powers and obligations in the administration and operation of the Facilities and Recreation Services during the term of this Agreement; and

b. obligations for the County to pay its allocation to the Town and the Town agrees to pay the remaining costs.

4.2 Nothing contained in this Agreement creates a general partnership relationship or agency relationship between the Parties.

4.3 None of the provisions contained in this Agreement or any act of the Parties creates a relationship between the Parties other than an independent services agreement between two Parties at arm's length.

4.4 Nothing contained in this Agreement fetters the discretion of the Town Council or County Council.

4.5 The County confirms that it has no ownership interest in the Equipment or Facilities and the Town retains the right to sell the Equipment and Facilities.

ARTICLE 5 – TOWN'S RESPONSIBILITIES FOR FACILITIES AND RECREATION SERVICES

5.1 The Town owns the Equipment and Facilities and is responsible for the provision of Recreation Services.

5.2 The Town shall ensure that the Facilities and Recreation Services provides recreation to the Parties in accordance with the following terms and conditions:

a. provide Recreation Services to the Parties on a year-round basis;

b. maintain appropriate levels of Equipment and properly trained and skilled personnel to provide Recreation Services to the Parties in accordance with all legislation, bylaws and policies;

c. obtain and maintain in good standing all necessary licenses, permits, and other authorization in order to carry out its obligations pursuant to this Agreement; and

d. maintain and service Equipment on a regular basis.

5.3 The Town has the unfettered right and responsibility as the employer to manage its employees at the Facilities and who provide Recreation Services, which includes, but is not limited to hiring, appointing, disciplining, and terminating its employees.

5.4 Through its Chief Administrative Officer, the Town shall:

a. supervise and administer the day-to-day management of the Facilities and Recreation Services;

b. prepare and maintain current books of account for the management of the Recreation Services in accordance with Public Sector Accounting Standards;

c. provide information and documentation, with the exception of Confidential Information, as is generated in the normal course of operations, relating to the day-to-day management of Recreation Services, as may be requested time to time by the Committee;

i. In exceptional circumstances, the Town may exercise its discretion to provide Confidential Information to the Committee.

d. receive fees, funding grant monies and revenues collected or obtained relating to the Facilities and Recreation Services;

e. prepare and maintain all correspondence, documentation, records and information on behalf of the Committee or in relation to the Facilities and Recreation Services;

f. receive all inquiries and requests relating to the administration, operations or management of the Recreation Services; and,

g. provide the Committee annually with a 10-year capital plan setting out an estimate of the reasonably anticipated expenditures required for the Equipment, Facilities and Recreation Services.

5.5 The Town shall notify the County of any outstanding payment by the County of the County Allocation Proportion.

5.6 The Town may remove Facilities from the list in Schedule "A" based upon a planned permanent shutdown of the Facility upon written one year's written notice to the County and the County's lump sum shall be reduced by an amount mutually agreed upon by both the Town and County.

5.7 If the Town is required to shut a Facility due to scheduled maintenance, the Town shall notify the County as soon as reasonably possible.

5.8 If the Town is required to shut a Facility due to unscheduled maintenance or in the event of an emergency, the Town shall provide the County as much notice as possible.

ARTICLE 6 – PREPARATION OF CAPITAL BUDGETS AND EMERGENCY EXPENDITURES

6.1 Before October 24 of each year of the term, the Town shall prepare a draft Capital Budget for the subsequent year that clearly identifies the estimated Capital Costs for the Equipment and/or Facilities.

6.2 By October 24 of each year of the term, the Town shall provide to the Committee a copy of the draft Capital Budget for the Committee's review and recommendations as provided for in ARTICLE 10.

6.3 By December 31 of each year of the term, Town Council and County Council shall consider the Capital Budget provided by the Town for the subsequent year, and if in agreement, shall approve it.

6.4 Before September 30 of each year of the term, the Town shall prepare a preliminary draft Capital Budget for the subsequent year to be presented and discussed between the administration of both Parties prior to presenting to the Committee.

6.5 If the Town determines, acting reasonably, that a Capital expenditure or major repair is required on an emergency basis, the Town Chief Administrative Officer shall provide a report to the County Chief Administrative Officer setting out the need for the emergency Capital expenditure.

6.6 The County Chief Administrative Officer shall bring the emergency Capital expenditure or major repair report for the consideration of County Council which may approve the request for cost sharing on the emergency expenditure.

ARTICLE 7 – INVOICING AND PAYMENT OBLIGATIONS OF THE PARTIES

7.1 Despite Article 2.3, the Parties agree that any reconciliation required under the 2009 Agreement shall be completed under the terms of the 2009 Agreement.

7.2 For 2024, the Parties acknowledge that the Town has provided a Capital Budget and Operating Budget to the County, which has approved them.

7.3 The County shall pay the Lump Sum Rate as established in accordance with Schedule A on or before June 30th of each year.

Capital Costs

7.4 For 2024 and each year of the term, the Town shall invoice the County for each quarter of the year (March, June, September and December) for the County's Allocation Proportion for Capital Costs for that quarter.

7.5 The Town shall invoice the County by the end of the month following the quarter.

7.6 Providing the actual capital costs are within the Town's budgeted amount, the Town shall invoice the County for the County's Allocation Proportion (50%) for Capital Costs based on the actual Capital costs for approved Capital projects incurred by the Town during that quarter. If the actual amount exceeds the budgeted amount, the Town will bring the issue to the Committee for discussion.

7.7 Providing the invoiced amount is within the Town's budgeted amount, the County shall pay the amount invoiced by the Town within thirty (30) days of the date of the invoice.

Payment

7.8 The County shall promptly pay all amounts owing pursuant to this Agreement.

7.9 All amounts payable by the County to the Town pursuant to this Agreement are exclusive of any G.S.T. payable.

7.10 If the County fails to make any of its payments as required under this Agreement and has not submitted a dispute as to the County's Allocation Proportion for resolution under Article 13, then the Town shall apply interest on any outstanding amount in accordance with Article 7.10.

7.11 Interest shall accrue on any amounts unpaid after the thirty (30) days at the rate of 2% (two) per annum compounded annually.

ARTICLE 8 – ADDITION OF FACILITY

8.1 No later than October 24 of each year of the term, the Town shall provide the County with a copy of the Town's ten-year Capital Plan.

8.2 If the Town wishes to add a new Facility, the Town shall provide notice to the County as soon as possible of the Town's desire.

8.3 The County shall consider the Town's intention and within sixty (60) days from the date of notice, the County shall advise the Town whether it agrees to add the facility to the Facilities governed by this Agreement.

8.4 If the County agrees to add the facility, the Parties shall amend Schedule "A" to this Agreement to add the new facility and the Town shall invoice the County in accordance with the terms of this Agreement.

8.5 If the County does not agree to add the facility, the Town shall consider whether it wishes to proceed with the facility. If the Town does decide to proceed with the facility, the Town acknowledges that the Town will be responsible for the Operating Costs and Capital Costs of the new facility.

ARTICLE 9– SALE OF EQUIPMENT

9.1 The Town is the sole owner of any Equipment it purchases to be used in providing Recreation Services.

9.2 The Town may sell any Equipment in its sole discretion and the County has no claim to any sale proceeds.

ARTICLE 10– INTERMUNICIPAL COLLABORATION COMMITTEE

10.1 The Parties agree that the Committee, as established and further described in the Intermunicipal Collaboration Framework, shall meet once per year in the week before October 31 to:

a. receive and review the Town's Ten Year Recreation Capital Plan;
b. receive and review the Town's draft Capital Budget in relation to the Equipment, Facilities and Recreation Services the Town provides;
c. verify and confirm the Lump Sum Rate;
d. review this Agreement for any required or requested amendments including a comparison of the Lump Sum amount and actual operating deficits;
e. review the Regional Master Recreation Plan annually and provide recommendations for amendments to each Council;
f. initiate any public engagement for updating or replacing the Regional Recreation Plan which shall occur at a minimum once every five years; and
g. receive and review the Town's notification of its intention to obtain or construct another building or structure to be used to provide Recreation Services.

10.2 The Committee shall:

a. prior to October 31 of each year, review the draft Recreation Services Capital Budget and make recommendations to the Town Council and County Council with respect to the approval of the Capital Budget;

10.3 The Committee does not have the authority to make binding decisions for either Party.

10.4 The Chief Administrative Officers of the Town and the County shall provide administrative support to the Committee and the Parties, including:

a. advising the Committee and Town Council and County Council of any changes to applicable federal, provincial or municipal legislation, regulations or codes that would impact the Services, and

b. prepare grant funding applications for review and approval by Town Council and County Council.

10.5 The Intermunicipal Terms of Reference can be found in the *Stronger Together Agreement.*

ARTICLE 11 – INDEMNITY

11.1 Subject to the Terms of this Agreement, the Town will indemnify and keep the County indemnified at all times from and against all losses that it may sustain in connection with any claim arising out of, or in the course of, this Agreement, including claims by one or more third parties, negligent act or omission of, willful misconduct of or breach of any of the express provisions of this Agreement

by the Town or any person for whom the Town is responsible at law; except in each case to the extent caused (or contributed to) by the breach of any express provision of this Agreement by the County or any negligent act, omission or willful misconduct of the County or any person for whom the County is responsible at law.

11.2 Subject to the Terms of this Agreement, the County will indemnify and keep the Town indemnified at all times from and against all losses that it may sustain in connection with any Claim arising out of, or in the course of, this Agreement, including claims by one or more third parties, negligent act or omission of, willful misconduct of or breach of any of the express provisions of this Agreement by the County or any person for whom the County is responsible at law; except in each case to the extent caused (or contributed to) by the breach of any express provision of this Agreement by the Town or any negligent act, omission or willful misconduct of the Town or any person for whom the Town is responsible at law.

11.3 The indemnities provided for under Article 11.1 and Article 11.2 shall be limited to an amount in proportion to which the indemnifying Party, its councillors, administrators, employees, agents, contractors or representatives are at fault or otherwise held responsible in law.

1.1 Article 11.1 and Article 11.2 survive the termination or expiry of this Agreement.

ARTICLE 12– INSURANCE

12.1 During the Term of this Agreement, including any renewal, the Town will obtain and maintain an insurance policy as follows:

a. comprehensive general liability insurance in the amount of not less than $10,000,000.00 (TEN MILLION DOLLARS) inclusive per occurrence for bodily injury (including death) and property damage, including loss of use of property. The insurance shall include coverage for all operations of the insured in so far as they may be insurable and shall include premises and operations liability, products and completed operations liability, blanket contractual liability, cross liability, contingent employer's liability, and owner's and contractor's liability. The insurance shall be in the name of the Town, and also include as unnamed insureds, all officers, councillors, agents and employees of the Town.

b. standard automobile insurance, covering bodily injury (including death) and property damage in the amount of not less than $2,000,000.00 (TWO MILLION DOLLARS) per accident or occurrence;

c. non-owned automobile insurance covering bodily injury (including death) and property damage in the amount of not less than $2,000,000.00 (TWO MILLION DOLLARS) per occurrence;

d. all risk insurance covering direct physical loss or damage to the Town's Equipment, inventory and stock in trade in an amount that is reasonable having regard for the obligations of the Town under this Agreement; and

e. such other insurance in amounts and upon terms agreed by the Parties, each acting reasonably.

12.2 All insurance policies must include provision for the Town to be given not less than THIRTY (30) days' prior written notice of any cancellation or material change of the insurance policy.

ARTICLE 13 – DISPUTE RESOLUTION AND FORCE MAJEURE

13.1 Subject to any other provisions of this Agreement to the contrary, if any dispute or difference between the Parties arises under this Agreement, either Party may initiate the dispute resolution process in accordance with the Intermunicipal Collaboration Framework.

13.2 If a Party fails to meet its obligations under this Agreement within the time prescribed and the failure is directly caused or materially contributed to by Force Majeure, the Party's failure is not a breach of the obligations of the Party. The Party who is under a Force Majeure shall use its best efforts to put itself in a position to carry out its obligations under this Agreement as soon as reasonably possible.

13.3 During a Force Majeure, both Parties agree they will continue to pay in accordance with this Agreement.

ARTICLE 14– NOTICES

14.1 Any notice or other communication that either Party wishes to or is required to give to the other may be delivered, mailed by prepaid post or faxed as follows:

To the Town:

Town of Rocky Mountain House
Box 1509
5116 - 50 Avenue
Rocky Mountain House, Alberta T4T 1B2
Fax No.: (403) 845-3230
Email: town@trmh.ca
Attention: Chief Administrative Officer

To the County:

Clearwater County
Box 550
4340 - 47 Avenue
Rocky Mountain House, Alberta T4T 1A4
Fax No.: (403) 845-7330
Email: admin@clearwatercounty.ca
Attention: Chief Administrative Officer

or to such other address as each Party may from time to time direct in writing.

14.2 Any notice delivered or sent is deemed received as follows:

a. if delivered by hand or by courier, it is deemed received by the other Party at the time of delivery to that Party or any person who appears authorized to receive such documents at the address identified in Section 14.1;

b. if sent by facsimile, it is deemed to be received by the other Party twenty-four (24) hours after the time shown on the facsimile transmission sheet that confirms receipt, unless it is sent on a Saturday, Sunday or legal holiday in Alberta, in which case it is deemed to be received by the other Party twenty-four (24) hours after the commencement of the next day that is not a Saturday, Sunday or legal holiday in Alberta;

c. if sent by registered mail, it is deemed to be received seven (7) days after mailing, subject to the intended recipient demonstrating that it was not, despite diligent efforts of the intended recipient, received within that time, in which case it is effectively delivered on

the actual date of receipt; or

d. if emailed, it is deemed to be received on the first (1st) business day following the date of transmission unless the sender receives an out of office notification, in which case the notice is deemed to have been received on the first business day following the identified return to workday. For purposes of this section, "business day" means Monday to Friday, includes of each week, excluding days which are statutory holidays in the Province of Alberta.

ARTICLE 15 – CONFIDENTIAL INFORMATION

15.1 Each Party shall:

a. hold and shall cause all of its elected officials, employees, volunteers, contractors and agents to hold all Confidential Information in strict confidence,

b. comply with and cause its elected officials, employees, volunteers, contractors and agents to comply with all applicable privacy legislation including but not limited to FOIP, and

c. not disclose any Confidential Information to any third party during or after the term or termination of this Agreement.

15.2 The obligations set out in Article 15.1 apply to any and all Confidential Information except that which is:

a. required to be disclosed at law;

b. in the public domain or of which the Party becomes aware, not involving a breach by it or the person informing them of a confidentiality obligation provided that such use is not prohibited by or in any way contravenes any applicable legislation, including but not limited to FOIP, or

c. provided by the Party in confidence to its financial or legal advisors.

15.3 The Town's employee personal information is Confidential Information and is not subject to disclosure by the Town to the County.

ARTICLE 16 – GOVERNING LAW

16.1 This Agreement shall be construed and governed by the laws of the Province of Alberta and the applicable laws of Canada and the Parties irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.

ARTICLE 17 – NON WAIVER

17.1 A waiver by either Party of the strict performance by the other Party of any covenant or provision of this Agreement shall not, of itself, constitute a waiver of any subsequent breach of such covenant or provision or any other covenant or provision of this Agreement.

ARTICLE 18 – TIME OF ESSENCE

18.1 Time shall be of the essence of this Agreement.

ARTICLE 19 – PREAMBLE AND SCHEDULES

19.1 The preamble and the listed schedule are expressly incorporated into and form part of this Agreement:

a. Schedule "A" –Facilities.
b. Schedule "B" – County's Allocation Proportion

ARTICLE 20 – UNENFORCEABILITY

20.1 If a Court of competent jurisdiction determines that any term, covenant or condition of this Agreement or the application of any term, covenant or condition of this Agreement to any Party or circumstances is invalid or unenforceable to any extent, the remainder of this Agreement or the application of the term, covenant or condition to a Party or circumstance other than those to which it is held invalid or unenforceable shall not be affected. Each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest permitted by law.

ARTICLE 21 – ENTIRE AGREEMENT

21.1 This Agreement constitutes the entire agreement between the Parties and the Parties acknowledge and agree that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement except as expressly set out in this Agreement.

ARTICLE 22 – AMENDMENTS

22.1 This Agreement may not be altered or amended in any of its provisions, except where such changes are reduced to writing and executed by the Parties.

ARTICLE 23 – FURTHER ASSURANCES

23.1 Each of the Parties agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

ARTICLE 24 – SURVIVABILITY

24.1 The Parties acknowledge and agree that the provisions of this Agreement, which, by their context, are meant to survive the termination or expiry of the term, shall survive the termination or expiry of the term and shall not be merged in or with the termination or expiry.

ARTICLE 25 – ASSIGNMENT

25.1 This Agreement shall not be assignable by either Party without the express written approval of the other Party.

Schedule "A" Facilities:

1. The Rocky Regional Recreation Centre (5332-50 St. SE27-39-7-5)
2. The Aquatic Centre (5202-53 Ave. SE27-39-7-5)
3. Rocky Spray Park (4733-54 Ave. SE27-39-7-5)
4. North Saskatchewan River Park (394024 RR7-3A East ½ Section 28 TWP 39-R7-W5)
5. Skateboard Park (4733-54 Ave. SE27-39-7-5)
6. Tennis and Pickleball Courts (5332-50 St. SE27-39-7-5 and 5038-48 ST. 2321739;11;41)
7. Bike Park (4733-54 Ave. SE27-39-7-5)

Schedule "B" County's Operating Allocation Proportion

Establishment of the lump sum rate.

The 2024 budgeted Operating Costs Net Deficit and Administration Costs of $2,205,612.00 divided by 2 for equal share between the Town and County = The Lump Sum Rate ($1,102,806.00).

$2,205,612.00 / 2 = $1,102,806.00

For each subsequent year, the Lump Sum Rate shall be increased as follows:

a. The Lump Sum Rate for the next year shall be the previous year's Lump Sum Rate plus an amount equivalent to the average of the Consumer Price Index for the past 5 years.

b. If the Lump Sum Rate for the next year is greater than the previous year's Lump Sum Rate plus an amount equivalent to the average of the Consumer Price Index for the past 5 years, the Town shall provide a written explanation to the County and the Parties may recommend to their respective municipal council to approve the amount that is greater than the Lump Sum Rate plus the five year average of the Consumer Price Index..

Capital Contribution

The County's annual Capital Cost Contribution shall be the agreed upon Capital costs of the Facilities or a new Facility as established in Article 10 and paid in accordance with Article 7.7.

New Facilities Operating Costs Net Deficit Contribution

In the event a new Facility is agreed upon, the Operating Costs Net Deficit Contribution shall be recalculated and applied as follows.

Current contribution + 50% of new facility operating deficit = $__ added to the annual Lump Sum Rate

The Town and County acknowledge that the Bike Park is an agreed upon Facility and that 50% of the operational cost will become part of the Lump Sum Rate when the Bike Park is constructed and becomes operational.

ARTICLE 26 – BINDING EFFECT

26.1 This Agreement shall enure to the benefit of and be binding on the Parties, their respective successors, and permitted assigns.

ARTICLE 27 – INTERPRETATION

27.1 The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Agreement or any of its provisions.

27.2 Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context requires.

27.3 This Agreement may be executed in several counterparts each of which when so executed shall be deemed to be an original, and such counterparts shall constitute the one and same instrument and notwithstanding their date of execution shall be deemed to bear date as of the date first above written.

27.4 Any reference to legislation in this Agreement includes a reference to the legislation as amended or replaced and any regulations or other binding instruments made under it.

This Agreement is signed this 14 day of June, 2024, but made effective on the date set out in Article 3.1.

TOWN OF ROCKY MOUNTAIN HOUSE

Per: _____
Mayor Debbie Baich

Per: _____
Dean Krause, CAO

CLEARWATER COUNTY

Per: _____
Reeve Michelle Swanson

Per: _____
Rick Emmons, CAO