

# **TOWN OF DIDSBURY AND MOUNTAIN VIEW COUNTY**

## **Shared Facility Funding**

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### **Sub-Agreement**

This Sub-Agreement that flows from the Intermunicipal Collaboration Framework Master Agreement is meant to demonstrate the commitment of the Town of Didsbury and Mountain View County to work collaboratively to plan for the future and provide facilities and services to the benefit of residents of both municipalities.

# Shared Facility Funding Sub-Agreement

Between

The Town of Didsbury and Mountain View County

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## PREAMBLE

**WHEREAS**, the Town of Didsbury operates recreation and culture facilities within the Town and provides equal access to residents within the County;

**WHEREAS**, the Town of Didsbury operates cemetery and library facilities within the Town and provides equal access to residents within the County;

**AND WHEREAS**, the Town of Didsbury and Mountain View County jointly have entered into an Intermunicipal Collaboration Master Framework Agreement (the “Master Agreement”);

**AND WHEREAS**, the Town and the County are each prepared to contribute financial assistance annually to cover Operating and Capital Maintenance Costs;

**AND WHEREAS**, the Town will allow County residents to use Shared Facilities based on the current year Town of Didsbury Rates and Fees Bylaw;

**AND WHEREAS**, the purpose of this Sub-Agreement is for the sharing of Operating and Capital Maintenance costs.

**NOW THEREFORE THIS AGREEMENT BEARS WITNESS** that the Town of Didsbury and Mountain View County agree as follows:

## 1 DEFINITIONS

- 1 “CONSUMER PRICE INDEX” means the annual Alberta 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 will be used to determine annual adjustments.
- 2 “COUNTY” means Mountain View County.
- 3 “DIDSBURY RECREATION AND CULTURE FUNDING AREA” means the area as shown on Schedule “5” of the Master Agreement and Schedule “C” to this Sub-Agreement.

- 4 “ICC” means the Intermunicipal Collaboration Committee established under the Master Agreement and is composed of three Members of Council and the Chief Administrative Officers or designate of each Signatory.
- 5 “OPERATING AND MAINTENANCE COSTS” means the Town’s costs to operate and maintain the shared facilities within the Didsbury Recreation and Culture Funding Area; including Capital Maintenance Costs”.
- 6 “SHARED FACILITIES” means those facilities that are listed in Schedule A to this Sub-Agreement.
- 7 “SIGNATORIES” means the Town of Didsbury and Mountain View County.
- 8 “TOWN” means the Town of Didsbury.

## **2 TOWN OF DIDSBURY SHALL**

- 1 Allow County residents to use Shared Facilities based on the current year Town of Didsbury Rates and Fees Bylaw.
- 2 Ensure that public and promotional information for Shared Facilities recognize the partnership and collaboration between the Town and County.
- 3 Permit the County to nominate a person for appointment to the Didsbury Municipal Library Board and the Town agrees to appoint that person. The nominee may be either an elected official of the County or a resident of Mountain View County.
- 4 Unless mutually agreed otherwise, be a member of Parkland Regional Library.
- 5 Provide an annual summary to the County outlining the facilities and activities that the County contribution under this Sub-Agreement was applied to.
- 6 Operate and maintain the Shared Facilities.

## **3 MOUNTAIN VIEW COUNTY SHALL**

- 1 Agrees to make annual financial contributions for Operating and Capital Maintenance Costs.
- 2 The annual contribution by the County will be based on the 2017 per capita rates plus 40% for 2018. In the years following the annual rate will be increased by the Consumer Price Index as per article 15.3 of the Master Agreement. (See Schedule “B” to this Sub-Agreement.)
- 3 Unless mutually agreed otherwise, be a member of Parkland Regional Library.

#### **4 TERM**

- 1 The term of this Sub-Agreement and any renewals will match the ICC Master Agreement between Didsbury and Mountain View County.

#### **5 GEOGRAPHIC AREA**

- 1 The geographic area to which this Sub-Agreement will apply is the Didsbury Recreation Area shown in Appendix “C” attached to this document.

#### **6 SCHEDULE OF PAYMENTS**

- 1 The County’s contribution to Operating and Capital Maintenance Costs will be paid to the Town on May 15<sup>th</sup> of each year during the term of this Sub-Agreement.

#### **7 AMENDMENTS**

- 1 This Sub-Agreement and/or its sub-agreements 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. (See also Articles 17.2, 17.4 and 17.5 of the Intermunicipal Collaboration Framework).
- 2 The Chief Administrative Officers (CAO) of each of the Town and the County will review this Sub-Agreement every two (2) years and will make recommendations for changes, if required, to their respective Councils.

#### **8 DISPUTE RESOLUTION AND TERMINATION**

- 1 Each of the Town and County agree that the termination, Article 17.3, and dispute resolution, Article 18, provisions of the Master Agreement will apply to this Sub-Agreement.

#### **9 INDEMNITY**

- 1 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 Sub-Agreement except where such claims, demands, losses, costs, damages, actions, suits and proceedings arise from the gross negligence or wilful 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 Didsbury Rural Recreation and Culture Funding 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 Facilities.

- 2 Notwithstanding Clause 9.1 above, this Sub-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 Didsbury Rural Recreation and Culture Funding Area.
- 3 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 Sub-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 Shared Facilities.

## 10 SEVERABILITY

- 1 If any provision or provisions of this Sub-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 20 day of September, 2017 at Didsbury, Alberta

TOWN OF DIDSBURY:

  
\_\_\_\_\_  
Mayor

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

MOUNTAIN VIEW COUNTY:

  
\_\_\_\_\_  
Reeve

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

## **Schedule "A"**

### SHARED FACILITIES

Cemetery

Library

Pool

Arena

Curling Rink

Soccer Fields/Ball Diamonds – minor sports, Outlying Plan

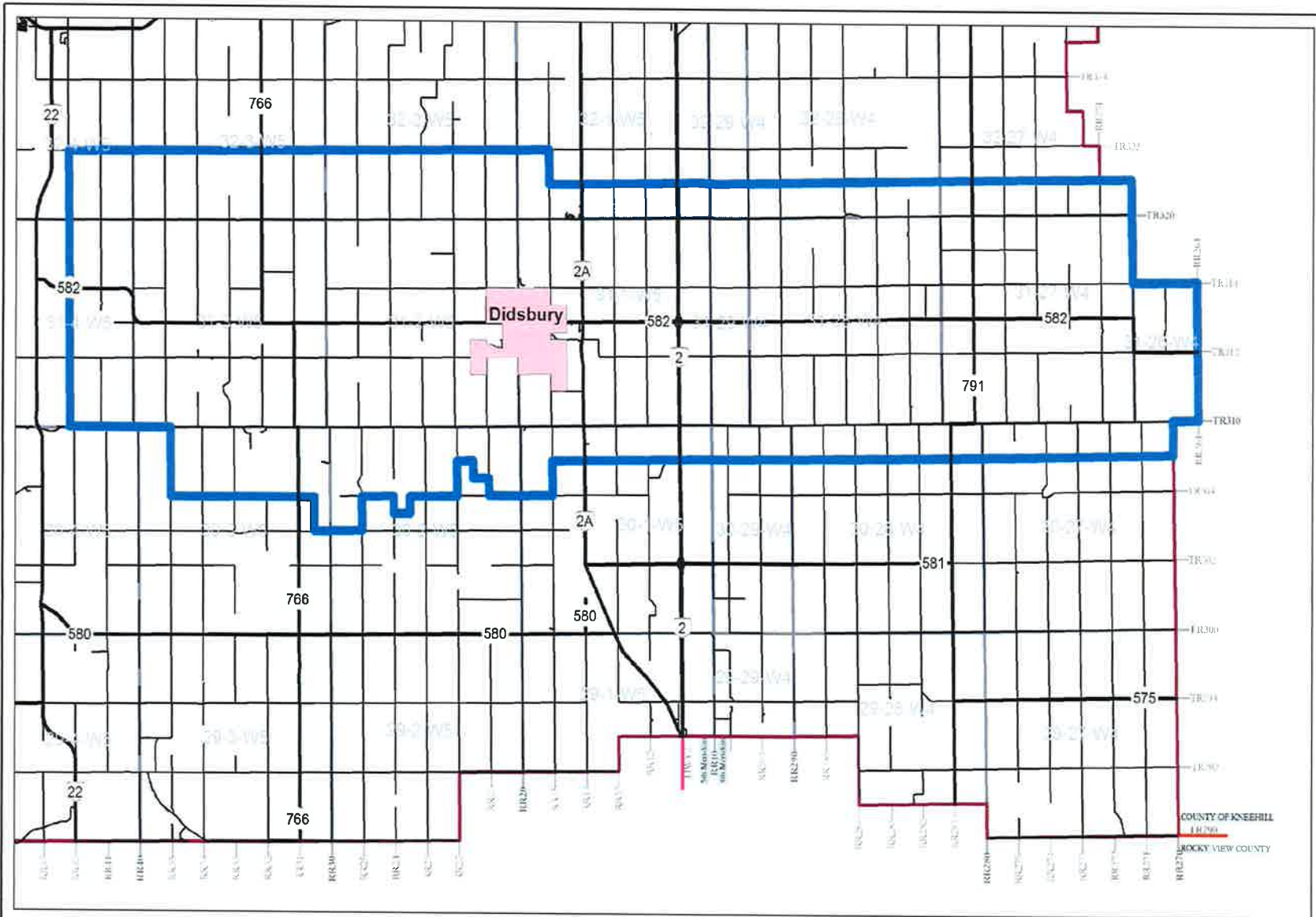
**Schedule "B"**

**PER CAPITA FUNDING RATES**

	2017 (Base Rate)	2018 (40% Increase)	2019 and Beyond (Increased by Consumer Price Index) as per Article 15.3 of the Master Agreement)
With Pool	117.82	164.95	
Library	11.14	15.60	

Rural Population as per 2016 Census - 2,394

Note: This population number will be amended following each Federal Census.



**Didsbury**  
**Recreation Area**

**Legend**

- Roads
- Road - Primary/Secondary Highways
- ▭ Recreation Area
- ▭ Towns/Village
- ▭ Mountain View County Boundary



Scale: 1:250,000

Map Created on: 6/13/2017

NAD\_1983\_CSRS\_10TM\_AEP\_Forest  
Projection: Transverse\_Mercator

Mountain View County