

MEMORANDUM of AGREEMENT made this _____ day of _____, 2022~~2024~~

BETWEEN:

LEDUC COUNTY
(hereinafter referred to as “the County”).

- and -

THE CITY OF LEDUC
(hereinafter referred to as “the City”)

COST SHARING AGREEMENT

WHEREAS:

- i. pursuant to the *Municipal Government Act*, R.S.A. 2000 ch.M-26, each Party intends to provide for the delivery of recreation, library and cultural services to their respective municipalities;
- ii. the Parties believe in the importance of investment in recreation, library and cultural services for the social, economic, business attraction, health, and quality of life benefits that occur as a result of this investment;
- iii. it is recognized that the City has developed recreation, library and cultural facilities and services which are utilized in part and benefit in part the residents of the County; and
- iv. the County wishes to and is prepared to share the cost of providing certain recreation, library and cultural services provided by the City, based upon the proportionate population of the Parties within the Leduc Recreation District,

NOW THEREFORE in consideration of the mutual covenants, provisions and promises herein, the Parties agree as follows:

ARTICLE 1 – INTERPRETATION

1.1 Definitions. In this Agreement, the following definitions shall apply:

- (a) “Agreement” means this Cost Sharing Agreement;
- (b) “Annual Debt Servicing Costs” means annual loan payments that relate to cost-sharable Capital Projects;
- (c) “Capital Cost” means a cost related to a Capital Project;
- (d) “Capital Cost Contribution” means the County’s proportionate contribution to the costs of Capital Projects. For the purposes of this Agreement, Capital Cost Contributions shall not include costs related to debt servicing – Annual Debt Servicing Costs shall be considered a component of the Operating Cost Contribution;
- (e) “Capital Project” means a project to acquire, construct or improve a tangible capital asset used to provide Cost-Shared Facilities, Programs and Services. A Capital Project may include, but is not limited to, land acquisition and improvement, construction of buildings and building improvements, and acquisition of machinery, equipment and vehicles. Before being considered cost-shareable as a Capital Cost Contribution, the value of an individual Capital Project must be no less than \$10,000;

(f) “City Manager” means the chief administrative officer of the City.

(g) “Cost-Shared Facilities, Programs and Services” are those mutually-beneficial recreational, cultural and library facilities, programs and services listed in **Schedule “B”**, to be cost shared in accordance with this Agreement;

(h) “County Manager” means the chief administrative officer of the County.

(i) “County Proportionate Population” shall mean the proportion of the County’s population within the Leduc Recreation District as compared to the City’s population (population figures to be considered will be the official population numbers most recently submitted to Alberta Municipal Affairs). That is:

$$\text{County Proportionate Population} = \frac{\text{County Population within the Leduc Recreation District}}{\text{City's Population} + \text{County's Population within Leduc Recreation District}}$$

(j) “Dispute Resolution Procedure” means those terms and procedure contained within **Schedule “E”** attached to this Agreement;

(k) “Leduc Recreation District” shall mean that area as outlined in **Schedule “A”** attached and forming part of this Agreement;

(l) “Operating Costs” shall mean all costs incurred (or estimated, as may be the case) in an applicable budget year, pertaining to the provision of the Cost-Shared Facilities, Programs and Services, including salaries, contract services, purchases of materials, good and supplies, facility maintenance costs, and transfers to community sponsored agencies and support groups providing recreation services to County residents;

(m) “Operating Cost Contribution” means the annual operational cost/debt servicing contribution to be paid by the County to the City with respect to Cost-Shared Facilities, Programs and Services, which contribution is determined in accordance with **Schedule “C”**;

(n) “Parties” means collectively, Leduc County and the City of Leduc; “Party” means either Leduc County or the City of Leduc, as the context may imply;

(o) “Revenues” shall mean all revenues received from (or estimated, as may be the case) in an applicable budget year, pertaining to the provision of the Cost Shared Facilities, Programs and Services, including user fees, sale of goods and services, rental revenues, grants and contributions from other sources;

(p) “Shared Cost Facilities” shall mean those recreational, cultural and library facilities to be cost shared by the Parties, which facilities are listed in **Schedule “B”**;

(q) “Shared Cost Services” shall mean those recreational, cultural and library programs and services to be cost-shared by the Parties, which programs and services are listed in **Schedule “B”**; and

(r) “Term” means the term of this Agreement, as set forth within Article 3 of this Agreement.

1.2 Schedules

The following schedules are attached to, and form a part of, this Agreement:

Schedule “A”	Leduc Recreation District
Schedule “B”	Cost-Shared Facilities, Programs and Services
Schedule “C”	Operating Cost Contribution

Schedule "D"	Annual Schedule of Agreement Deliverables
Schedule "E"	Dispute Resolution Procedure
Schedule "F"	Major Capital Approval Process
Schedule "G"	Cost Sharing Agreement Planning & Consultation Committee

ARTICLE 2 - SPIRIT, INTENT, AND GUIDING PRINCIPLES

- 2.1 Application.** Unless otherwise specifically provided for within this Agreement, this Agreement applies to:
- (a) the operation and delivery of the Cost-Shared Facilities, Programs and Services;
 - (b) the operation, management, maintenance, repair and capital replacement of the Shared Cost Facilities, and equipment therein, required in order to provide the Shared Cost Services; and
 - (c) the use and enjoyment of the Cost-Shared Facilities, Programs and Services by the City, the County, their respective residents and the general public.
- 2.1.1 Non-Application.** Leduc and County residents mutually benefit from facilities and services offered across the region. Facilities operated by the County or in partnership with other municipalities play a valuable role in recreation opportunities for the region. The Parties acknowledge that these recreational facilities and other amenities located in the County provide mutual public benefits. Notwithstanding, this Agreement does not consider the cost share of such facilities.
- 2.2 Guiding Principles.** The Parties recognize that the following principles should guide the design, operation and delivery of the Cost-Shared Facilities, Programs and Services:
- (a) **Appropriateness** – the Shared Cost Facilities must be suitable, in each instance, for the Shared Cost Services;
 - (b) **Adaptability** – the Shared Cost Services and the Shared Cost Facilities must be flexible and adaptable to change and future growth;
 - (c) **Accessibility** – the Shared Cost Services and the Shared Cost Facilities are available and/or open to all users, regardless of residency within the City or the County;
 - (d) **Affordability** – the Shared Cost Services and the Shared Cost Facilities should be efficient in operation and economical to provide and operate while maximizing synergies for the Parties; and
 - (e) **Accountability** – the benefits and burdens of the operation, management, maintenance, and use of the Shared Cost Services and the Shared Cost Facilities must be shared by the Parties proportionately.
- 2.3 Consultation.** The Parties agree that they shall consult with one another in planning the long-term development of the Cost-Shared Facilities, Programs and Services to ensure maximum use and benefits to education, sport, recreation, wellness, and culture.
- 2.4 Co-operation.** The Parties agree to work together on a cooperative basis and to take such steps as may be necessary and to enter into such additional agreements as may be required from time to time in order to meet their objectives in operating or providing the Cost-Shared Facilities, Programs and Services.

- 2.5 Compliance with Laws.** The Parties shall comply with all applicable statutes and regulations governing the construction, maintenance and operation of Cost-Shared Facilities, Programs and Services.
- 2.6 Rights of Approval.** Except where otherwise specifically provided, each Party will act reasonably in each case that it is entitled to exercise discretion hereunder or pursuant hereto and, in particular, in each case where an action, document, thing, or matter is required to be acceptable or satisfactory to it or is affected by its approval, consent, opinion, or discretion; and without limitation foregoing, except where it is specifically provided that its consent may be unreasonably withheld, it will not unreasonably withhold or delay the exercise of any such discretion.
- 2.7 Further Assurances.** The Parties shall from time to time execute such further assurances and documents as may be required by the Parties and their respective legal representatives to give effect to the intent of this Agreement.
- 2.8 Independent Action.** Each Party acknowledges and agrees that it shall not undertake any independent action that may significantly affect the operational costs of any Cost-Shared Facilities, Programs and Services without first engaging the planning and governance process provided herein. Further, in the event that a Party does undertake unauthorized independent action and incurs costs or obligations as a consequence of those actions, the Party undertaking the same shall be solely responsible for all such actions and any costs related thereto.
- 2.9 Conflicting Actions.** Each Party acknowledges and agrees that it shall have the ability to undertake independent action and to enter into third party agreements with respect to the operation or management of their own services or facilities, other than those comprising the Cost-Shared Facilities, Programs and Services. Such independent actions and agreements do not supercede this Agreement where and if any discrepancies exist.
- 2.10 Agreement Deliverables.** The Parties acknowledge that time is of the essence with respect to the matters and deliverables referred to in this Agreement, and to that end, agree to respect and uphold the timelines referred to in **Schedule "D"**.

ARTICLE 3 - TERM, ~~AND RENEWAL~~ & AMENDMENTS

- 3.1 Term.** Notwithstanding the date of execution, the term of this Agreement shall be the period commencing January 1, ~~2022-2025~~ (the "Effective Date"), and continuing thereafter until terminated. Prior existing agreements of a similar nature are ineffective as of the Effective Date.
- 3.2** Either party may terminate this agreement by delivery of written notice to the other party to that effect, which termination shall take effect twelve (12) months following such delivery. ~~Prior existing agreements of a similar nature are ineffective as of the Effective Date.~~
- 3.3** The Parties, through the Cost Sharing Agreement Planning & Consultation Committee, shall review this Agreement at least every three years. Following each review the Cost Sharing Agreement Planning & Consultation Committee shall advise the Parties of any recommended amendments to this Agreement. Any amendments to this Agreement shall be effective only if agreed to in writing by the Parties.
- ~~3.13.4~~** Recommendations for changes and/or modifications to the Agreement Schedules may be made from time to time by the Cost Sharing Agreement Planning & Consultation Committee when necessary. No other amendments to the Agreement shall be made except by written agreement executed by the Parties.

ARTICLE 4 - PLANNING & CONSULTATION

- 4.1 Planning relating to Cost-Shared Facilities, Programs and Services.** The Parties agree that joint planning of Cost-Shared Facilities, Programs and Services is the most effective method of delivering current and proposed services. Accordingly, in addition to the joint planning of Cost-Shared Facilities, Programs and Services contemplated within this Agreement, each Party, through the Cost Share Agreement Planning and Consultation Committee, will endeavor to engage in shared planning and development of all future recreation, library and cultural services.
- 4.2 Cost Sharing Agreement Planning & Consultation Committee.** The Cost Share Agreement Planning & Consultation Committee will be responsible for overseeing the implementation of this Agreement. Additionally, this Committee will be the mechanism by which changes to the Cost-Shared Facilities, Programs and Services and other proposed changes to this Agreement will be discussed.
- 4.3 Committee Membership, Scope and Terms of Reference.** The membership, scope and terms of reference for the Cost Share Agreement Planning & Consultation Committee is outlined in **Schedule "G"**.
- 4.4 Other Committee/Coordination.** The County shall be entitled to appoint one County Councillor to the Board of the Leduc Parks, Recreation and Culture Advisory Board.

ARTICLE 5 - FINANCIAL RESPONSIBILITY

- 5.1 Payment of Operating Cost Contribution.** The County shall pay the Operating Cost Contribution annually as set out in this Agreement. For ease of budget certainty, based on historical and projected costing data related to the Cost-Shared Facilities, Programs and Services and the Parties' proportionate populations within the Leduc Recreation District, the Parties agree to a fixed Operating Cost Contribution amount ~~for the 2022, 2023, and 2024 calendar years~~ as noted in **Schedule "C"** of this Agreement. Unless otherwise agreed to by the Parties the Operating Cost Contribution will be provided to the City by April 30 of each calendar year of the Term. In accordance with the timeline noted in **Schedule "D"**, the Parties will reconsider the Operating Cost Contribution for the calendar years ~~2025 and beyond~~ noted.
- 5.2 Financial Reporting.** The City will provide year-end financial accounting documentation related to all Cost-Shared Facilities, Programs and Services.
- 5.3 Capital Costs.** The Parties recognize that over time, Shared Cost Facilities will need to be renovated, upgraded or replaced. The Parties shall co-consult with respect to the planning of such facilities and expenditures in accordance with **Schedule "B"** and **"F"**; by March 1 of the year immediately preceding the planned construction commencement, the County shall review the anticipated Capital Costs and, where the County commits to cost-share the project, approve the associated Capital Cost Contribution in accordance with Section 5.4.
- 5.4 Payment of Capital Cost Contributions.** Capital Cost Contributions shall be paid to the City by April 30 of the year following substantial completion of the applicable Capital Project, subject to financial reporting being satisfactory to the County, acting reasonably.
- 5.5 Change of Use.** Where the use of a Shared Cost Facility changes to a use which, in the opinion of either Party should not be part of the shared costs under this Agreement:
- (a)** a Party may provide notice of the request that the identified Shared Cost Facility shall no longer be included in the Shared Cost Services and this Agreement;

- (b) the Cost Share Agreement Planning & Consultation Committee shall meet as soon as reasonably possible to discuss the removal of the identified facility;
- (c) in the event that the Cost Share Agreement Planning & Consultation Committee is unable to reach a conclusion on the removal of the identified facility from this Agreement, the matters in dispute shall be referred to the Dispute Resolution Procedure as outlined in **Schedule "E"**; and
- (d) in the event that Cost Share Agreement Planning & Consultation Committee agrees that a Shared Cost Facility should be removed from the Shared Cost Services due to its change of use, and the County has made Capital Cost Contributions with respect to the facility, the City shall pay to the County an amount equal to the County's Capital Cost Contribution, less depreciation of the facility, prorated over 5 years.

5.6 Disposition of Facility. Where the County has made a Capital Cost Contribution with respect to a Shared Cost Facility, and that facility is sold or otherwise transferred to a third party within 5 years of the contribution, the City shall pay to the County, within 3 months of the transfer closing date, an amount equal to the County's Capital Cost Contribution to any capital upgrade, less depreciation of the said facility, prorated over 5 years.

5.7 City Budgeting. County staff will be invited to participate in City administration's annual budget preparation and business plan development for Cost-Shared Facilities, Programs and Services.

ARTICLE 6 - RESOLUTION OF DISPUTES

6.1 Disputes. In the event of a dispute between the County and the City arising out of interpretation, implementation or determination of any of the terms and conditions of the Agreement, the terms of **Schedule "E"** shall apply.

IN WITNESS WHEREOF, the Parties hereto have affixed their corporate seals as attested by the duly authorized signing officers of the Parties as of the day first above written.

LEDUC COUNTY

Per: _____
(COUNTY MANAGER)

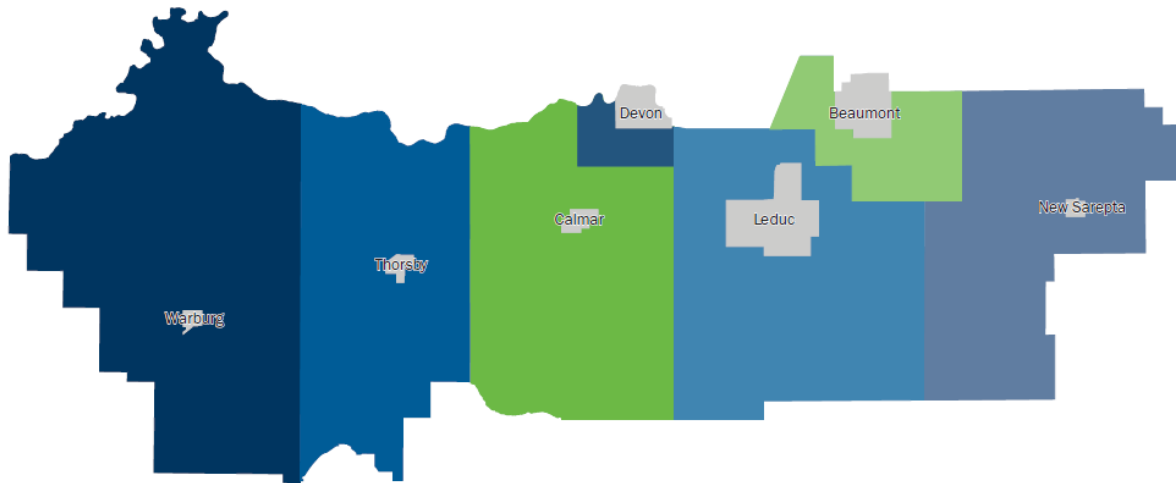
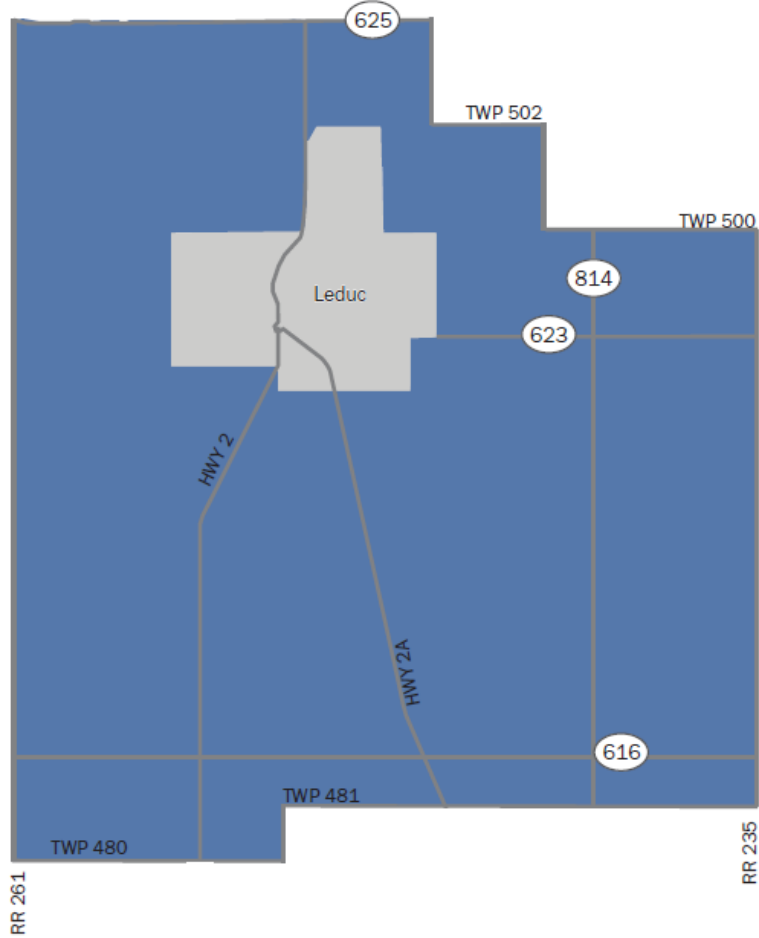
CITY OF LEDUC

Per: _____
(CITY MANAGER)

SCHEDULE "A"

LEDUC RECREATION DISTRICT

2021 Census: 2,098 (estimated count)



SCHEDULE "B"

COST-SHARED FACILITIES, PROGRAMS AND SERVICES*

1. Leduc Recreation Centre (LRC)

Note: For the purposes of this Agreement, notwithstanding actual annual operating cost deficits related to the LRC, \$2,000,000 is set as the maximum base operating cost from which the County's proportionate share shall be calculated for the purpose of this Agreement. From time to time and upon written agreement, the Parties may adjust this maximum base amount.

2. Alexandra Arena

3. Alexandra Outdoor Pool

4. Community Recreation Programs & Services

Other program opportunities not included within other service areas listed here.

5. Athletic Fields

- | | | |
|-----------------|-------------------|-----------------|
| - Ball Diamonds | - Soccer Fields | - Tennis Courts |
| - Rugby Fields | - Football Fields | |

6. Maclab Centre for the Performing Arts

Note: For the purposes of this Agreement, notwithstanding actual annual operating cost deficits related to the Maclab Centre for the Performing Arts, \$250,000 is set as the maximum base operating cost from which the County's proportionate share shall be calculated for the purpose of this Agreement. From time to time and upon written agreement, the Parties may adjust this maximum base amount.

7. Cultural Village Multipurpose Building

8. Recreation, Culture & Community Development Administration

Note: Administrative costs for staff that provide direct provision of recreation services to the community. A list of staff positions will be provided and agreed to by the County in advance.

9. Parks, Recreation and Culture Capital Expenditures

Note: Includes costs incurred by the City to repair, maintain and replace Shared Cost Facilities. City capital expenditures are identified in the budget in advance for County's approval as noted in Schedule D. The Capital Cost Contribution for approved projects shall be calculated as follows:

$$\text{Capital Cost Contribution} = (\text{Capital Costs} - \text{Revenues}) \times \text{County Proportionate Population}$$

10. Grants to Organizations

Note: Capital project and/or operational funding assistance to parks/recreation/culture related organizations. For the purposes of this Agreement, notwithstanding actual Grants to Organizations values, \$275,000 is set as the maximum base operating cost from which the County's proportionate share shall be calculated for the purpose of this Agreement. Grants must be identified in the budget or through notification and approval in advance as the County may wish to provide direct funding grants to organizations. Recognition of Leduc County's contribution will be acknowledged with all grants. Only grants that provide specific benefit to County residents will be included.

11. Library

*For clarity, cost-sharing of the following facilities, programs and services is not contemplated by this Agreement:

- | | |
|---|-----------------------------|
| - Alexandra Park | - Spray Parks |
| - Stone Barn Garden & Cultural Village park amenities | - Park Enhancement Projects |
| - Fred Johns Park (non-athletic fields) | - Playground Equipment |
| - Skateboard Parks | |

SCHEDULE "C"

OPERATING COST CONTRIBUTION

For the years 2022-2024, the Parties agree to a fixed Operating Cost Contribution in the following amounts:

<u>2022-2025</u>	<u>\$400,000</u> <u>\$450,000</u>
<u>2023-2026</u>	<u>\$400,000</u> <u>\$450,000</u>
<u>2024-2027</u>	<u>\$400,000</u> <u>\$450,000</u>

In subsequent years, **unless the Parties agree to further fixed Operating Cost Contributions**, the Operating Cost Contribution shall be calculated as follows, taking into account the factors, qualifications and reservations referenced in **Schedule B**:

$$\text{Operating Cost Contribution} = (\text{Operating Costs} - \text{Revenues} + \text{Annual Debt Servicing Costs}) \times \text{County Proportionate Population}$$

*Notwithstanding and in the absence of the fixed contribution amounts payable, the Operating Cost Contribution for the 3-year period (~~2022-2024~~2025-2027) noted above would be calculated as 5.80% of the overall (net) Operating Costs related to Cost-Shared Facilities, Programs and Services.

SCHEDULE "D"

ANNUAL SCHEDULE OF AGREEMENT DELIVERABLES

Annually:

September 30	5-year Capital Plan <u>Approval of proposed changes to Agreement Schedules</u>
January	Cost Sharing Agreement Planning & Consultation Committee Future Budget Year Planning Meeting
January 30	Final Capital Budget for current year
March 1	City to provide final costs for cost shareable Capital Projects completed in the previous year City to provide previous year Cost Share Report with operating and capital highlights, statistics and other relevant information County to approve or remove current year cost shareable Capital Projects
April 30	Payments due and owing: 1. Operating Cost Contribution provided to the City for current calendar year; 2. Capital Cost Contribution for cost-shareable Capital Projects completed in the previous calendar year
May 1	Previous year Cost Share Financial Statement provided to the County
March <u>2024</u> <u>2027</u>	Discussions on <u>2025</u> <u>2028</u> + contributions to commence

SCHEDULE "E"**DISPUTE RESOLUTION PROCEDURE**

1. Definitions - In this Schedule, the following words and phrases have the following meanings:

- (a) **"Arbitrator"** means the person appointed to act as such to resolve any Dispute;
- (b) **"Arbitration"** means a process whereby each of the Parties, with or without legal counsel, agrees to jointly engage and meet with an Arbitrator who will render a binding decision in respect of any Disputes;
- (c) **"Dispute"** means any disagreement or controversy between the Parties concerning any matter arising out of this agreement;
- (d) **"Disclosed Information"** means the information disclosed by a Party for the purpose of settlement, negotiation, Mediation or Arbitration;
- (e) **"Mediation"** means a process whereby a Representative of each Party, with or without legal counsel, agrees to jointly engage the services and meet with a Mediator to participate in a mediation, conciliation or similar dispute resolution process;
- (f) **"Mediator"** means the person appointed to facilitate the resolution of a Dispute between the Parties;
- (g) **"Party"** means a party to the agreement to which this Dispute Resolution Procedure is attached, and "Parties" means more than one of them; and
- (h) **"Representative"** means an individual who has no direct operational responsibility for the matters comprising the Dispute who holds a senior position with a Party and who has full authority to settle a Dispute.

2. Dispute Process - In the event of any Dispute, the Parties agree that prior to commencing litigation; they shall undertake a process to promote the resolution of a Dispute in the following order:

- (a) first, by negotiation;
- (b) second, by way of Mediation; and
- (c) third, by arbitration, if mutually agreed to in writing at the time of the Dispute, by the Parties.

Negotiation, Mediation or Arbitration shall refer to, take into account, and apply the intentions and principles stated by the parties within Agreement to which this Schedule is attached.

3. Negotiation - A Party shall give written notice ("Dispute Notice") to the other Party of a Dispute and outline in reasonable detail the relevant information concerning the Dispute. Within seven (7) days following receipt of the Dispute Notice, the Parties shall each appoint a Representative, who shall meet and attempt to resolve the Dispute through discussion and negotiation. If the Dispute is not resolved within ninety (90) days of receipt of the Dispute Notice, the negotiation shall be deemed to have failed.

4. Mediation - If the Representatives cannot resolve the Dispute within such ninety (90) day period, then the Dispute shall be referred to Mediation. Any one of the Parties shall provide the other Party with written notice ("Mediation Notice") specifying the subject matters remaining in Dispute, and the details of the matters in Dispute that are to be mediated. If the Mediation is not completed within ninety (90) days from the date of receipt of the Dispute Notice, the Dispute shall be deemed to have terminated and failed to be resolved by Mediation.

5. Arbitration

(a) If the Mediation fails to resolve the Dispute and if both Parties so agree in writing, at the time of the dispute, the Dispute shall be submitted to binding Arbitration. One of the Parties shall provide the other Party with written notice ("Arbitration Notice") specifying the subject matters remaining in Dispute and the details of the matters in Dispute that are to be arbitrated. If the other Party agrees to proceed to Arbitration, such Dispute shall proceed to Arbitration. A failure to respond to the Arbitration Notice shall be deemed to constitute a refusal to proceed with Arbitration;

(b) The Arbitrator shall conduct the Arbitration in accordance with the commercial arbitration rules (the "Rules") established from time to time by the ADR Institute of Canada Inc., unless the Parties agree to modify the same pursuant to any arbitration agreement. The Arbitration Act (Alberta) shall apply to all Arbitrations but if there is a conflict between the Rules and the provisions of the Act, the Rules shall prevail;

(c) The Arbitrator shall proceed to hear and render a written decision concerning any Dispute within:

- (i) forty-five (45) days, if the subject matter of the Dispute is less than \$50,000.00; or
- (ii) one hundred and twenty (120) days, if the subject matter of the Dispute is greater than \$50,000.00.

(d) The Arbitrator has the right to award solicitor-client costs against the unsuccessful Party and to award interest but does not have the right to award punitive, consequential or other exemplary damages.

The Arbitrator's decision is final and binding but is subject to appeal or review by any court of tribunal on points of law.

6. Participation - The Parties and their Representatives will participate in good faith in the negotiation, Mediation and, if applicable, Arbitration processes and provides such assistance and Disclosed Information as may be reasonably necessary and notwithstanding that, litigation may have commenced as contemplated in this Schedule.

7. Location - The place for Mediation and Arbitration shall be Leduc, Alberta.

8. Selection of Mediator and Arbitrator - If the Parties are unable to agree upon the appointment of a single Mediator or Arbitrator within ten (10) days after receipt of the Mediation Notice or Arbitration Notice, either of the Parties may request that a single Mediator or Arbitrator, as the case may be, of suitable training and experience and who in respect of the subject matter of the Dispute has a reasonable practical understanding, be appointed by the executive director or other individual

fulfilling that role for the ADR Institute of Canada, Inc. The executive director shall be requested to make this determination within five (5) days of receipt of the request.

9. **Costs** - Subject to clause 105(d) of this Schedule in the case of an Arbitration, the Parties shall bear their respective costs incurred in connection with the negotiation, Mediation and, if applicable, Arbitration except that the Parties shall equally share the fees and expenses of the Mediator and Arbitrator and the cost of the facilities required for Mediation and Arbitration.
10. **Disclosed Information** - All Disclosed Information shall be treated as confidential and neither its delivery nor disclosure shall represent any waiver of privilege by a Party disclosing such Disclosed Information. Subject only to the rules of discovery, each Party agrees not to disclose the Disclosed Information to any other Person or for any other purpose. Such Disclosed Information cannot be used in any subsequent proceedings without the consent of the Party who has made the disclosure. The Parties agree that any Representative, Mediator and, if applicable, Arbitrator shall not be subpoenaed or otherwise compelled as a witness in any proceedings for the purpose of testifying with respect to the nature or substance of any dispute resolution process that may arise in relation to any matter that is a subject of this agreement. Nothing in this dispute resolution procedure shall require a Party to disclose information that is subject to confidentiality provisions with third parties.
11. **Litigation and Limitations Act** - No Party shall commence litigation concerning the Dispute until the negotiation and Mediation processes have concluded. The Parties agree that during the time any Dispute is subject to the negotiation and Mediation processes, the limitation periods set forth in the Limitations Act (Alberta) shall be stayed. The limitation periods shall be reinstated once the Mediation terminates or is deemed terminated so that each of the Parties shall have the respective rights and remedies that were available to them before the commencement of these processes. Any Party may commence litigation on any date, if necessary, to preserve its legal rights and remedies if the commencement of litigation after that date would otherwise be banned by any applicable limitation period or if the commencement of litigation is otherwise necessary to prevent irreparable harm to that Party.
12. **Confidentiality** - The Parties agree that there is a real risk that substantial damage to a Party's commercial interests may result if Disclosed Information or Confidential Information is obtained by third parties because a Dispute becomes the subject matter of litigation. The Parties agree not to contest or oppose, directly or indirectly, an application by a Party to the court, that the court's file relating to such litigation, including this agreement and supporting financial information, be sealed upon commencement of the litigation.

SCHEDULE "F"**MAJOR CAPITAL APPROVAL PROCESS**

1. **Capital Plan** – A 5 year capital plan will be submitted annually by the City to the County no later than September 30 each year. Through this plan, the City will notify County Administration of new capital expenditures or major renovations / upgrades to be cost-shared through the revolving 5 year capital plan.

The Parties will discuss projects deemed to fall outside the scope of the agreement prior to the planning phase. If a consensus on Capital Cost Contribution is not achieved based on joint review of the 5 year plan, a Party may choose to exercise the Dispute Resolution Procedure as identified in **Schedule "E"**.

2. **Planning** – The Parties will work cooperatively in assessing need and defining costs of the newly defined Capital Projects. County representatives will be asked to participate in the City's process to assess community needs and plan for future Cost-Shared Facilities, Programs and Services.

The County may wish to appoint a staff member to the planning of any proposed facilities to whom information will be directed. This representative may be involved in the planning process.

3. **Approval** – The Parties will consider the information provided through the planning phase and advise each other of objections or acceptance to proposed projects / facilities, estimated costs, projected timelines and projected Operating Costs with an onus on the Parties to contribute where significant need or use is identified.

If consensus on a Capital Cost Contribution is not achieved based on the planning and approval process, the City or County may choose to exercise the Dispute Resolution Procedure as identified in **Schedule "E"**.

Once the Capital Project is approved by the Parties through respective Council resolutions, the Parties will summarize agreement to proceed in writing based on the defined scope of work, schedule and contribution amount. A Capital Cost Contribution Agreement will be drafted and signed as early as possible in the process to clearly define that which has been agreed to as a means to provide surety of commitment from the Parties to proceed with the Capital Project.

SCHEDULE "G"

COST SHARING AGREEMENT PLANNING AND CONSULTATION COMMITTEE

Recognizing that the City provides facilities, programs and services that benefit and are utilized by rural residents, Leduc County is prepared to share the cost of providing these services based upon the proportionate populations within the Leduc Recreation District as outlined in this Agreement.

1. Purpose of Committee

- 1.1 The Cost Sharing Agreement Planning and Consultation Committee ("Committee") negotiates proposed changes to the terms within the existing agreement between the municipalities and reporting back to Councils as required.
- 1.2 This review process and agreement will facilitate enhanced collaboration, support informed decision making as well as ensuring that costs associated with these services remain sustainable for all.

2. Role of the Committee

- 2.1. The Committee will provide both Councils the opportunity to have their interests represented during the course of providing Cost-Shared Facilities, Programs and Services. Committee members will share opinions and perspectives and offer collective advice to their respective Council's. The Committee's input will enable a process that is open, transparent and meaningful to both communities.
- 2.2. The Committee will review, and make recommendations to ensure that the Agreement and its Schedules are accurate and current on an annual basis, including changes to shared cost facilities and services and operating cost contribution. The City Manager and County Manager, or their respective authorized delegates, may approve and execute written amendments to the Agreement Schedules. The Parties acknowledge the discretion of the City Manager or County Manager to consult with their respective Councils prior to executing any such amendment. make recommendations for amendments to the agreement, including adding or removing shared cost facilities and services included within the Cost-Shared Facilities, Programs and Services.
- 2.3. The Committee is committed to effective communication and information sharing between both municipalities. Annual meetings will include details from the City on capital projects and future major capital projects and service level adjustments to Cost-Shared Facilities, Programs and Services in support of the County's decision making and planning needs.

3. Duties of the Committee

- 3.1. Report back to respective Councils on work and progress of the Committee.
- 3.2. Actively participate and ~~provide input~~ make recommendations on proposed revisions to this Agreement.
- 3.3. Speak to the reasoning and justification behind the Committee's recommendations to Council.

4. Committee Membership, Term, Compensation & Structure

- 4.1. Committee membership shall consist of:
 - Two (2) members from Leduc Council;
 - Two (2) members of Leduc County Council; and

Two (2) members of administration, one (1) from each respective municipality.

- 4.2. Committee will meet annually as outlined in **Schedule "D"** and as the Committee members otherwise agree.
- 4.3. Members of administration will jointly record and prepare meeting minutes. Meetings will alternate between City and County locations.