

## **MEMORANDUM OF AGREEMENT**

THIS AGREEMENT MADE THIS \_\_\_\_ day of \_\_\_\_\_ A.D., 2015

BETWEEN:

**PARKLAND COUNTY**, a  
municipality incorporated under  
the laws of the Province of Alberta  
(hereinafter referred to as "Parkland")

OF THE FIRST PART

- and -

**VILLAGE OF WABAMUN**, a  
municipality incorporated under  
the laws of the Province of Alberta  
(hereinafter referred to as "Wabamun")

OF THE SECOND PART

WHEREAS, Parkland desires to have its residents make use of the facilities within Wabamun and is prepared to contribute to the annual operational cost of the facilities in accordance with the terms and conditions set out in this agreement; and,

WHEREAS, Wabamun will allow Parkland residents to use the facilities located within its corporate boundaries at no additional costs to Parkland residents; and,

WHEREAS, Parkland and Wabamun agree that the facility shall be operated for the greatest cost efficiency;

WHEREAS, Parkland and Wabamun now wish to replace the cost sharing agreement dated January 20, 2011, to provide for the continued cost sharing on the maintenance

and operation of the facilities, all on the terms and subject to the conditions hereinafter set forth;

NOW THEREFORE this agreement witnesseth that the parties hereto agree as follows:

## I. DEFINITIONS

- a.) "Capital Costs" shall mean the replacement of machinery and equipment with a value over \$5,000, or a major overhaul of machinery and equipment costing in excess of \$5,000, or building maintenance/upgrading costing in excess of \$5,000.
- b.) "Current year" shall mean the year in which the cost share funding is allocated.
- c.) "Facilities" shall mean the arena.
- d.) "Operational costs" shall mean those expenditures necessary for the ongoing operation and maintenance of the facility but does not include capital costs.
- e.) "Parkland resident" shall mean a resident of Parkland County who resides on property for which municipal taxes are directed to Parkland County.
- f.) "Parkland use" shall mean the percentage of Parkland residents using the facilities as calculated in accordance with Schedule "A". Parkland use does not include programs operated through schools.
- g.) "Previous year" shall mean the year (January 1 to December 31) in which operational revenue and expenditures are actually incurred.
- h.) "Senior recreation administration staff" shall mean any position that is not directly involved in the operations of the facility, and without limiting the generality of the foregoing, would not include any positions senior to facility manager/supervisor.

## II. GENERAL

- a.) Use of the facilities shall be provided to Parkland residents with no discrimination in use, service, or user fees.

- b.) Any change in the status of the municipality shall not affect the use of the facilities by Parkland residents.
- c.) Comprehensive liability, fire and theft insurance for the facilities shall be the responsibility of Wabamun.
- d.) Parkland County shall be recognized on site facility signage, website and other program literature including brochures.

### III. OPERATIONAL COST SHARING

- a.) The annual operational cost sharing funding for the facilities shall be as set out in Schedule "B" and shall be based on the previous year's net cost of operations. .
- b.) The cost share funding shall be paid on an annual basis by Parkland in one installment on July 1 of the current year provided the information as set out in Clause III (C) has been received by Parkland.
- c.) Wabamun, by May 31 of the current year, shall provide to Parkland, the final actual Parkland use, revenues, expenditure, and net cost of operations (if any) for the previous year's operation of the facilities.
- d.) The annual interest payment on any debenture for the facilities, where the County has not already capital cost shared may be included as a yearly operational expense provided Parkland has provided written approval to Wabamun that such debenture costs may be included.
- e.) Wabamun agrees to permit Parkland County, if requested, to review the calculations and make-up of expenditures utilized to determine the operating deficit to be cost shared.
- f.) Wabamun will consult with Parkland County when considering any changes to current service levels.

### IV. CAPITAL REPLACEMENT COST SHARING

- a.) The Village of Wabamun will consult with Parkland County when planning capital expenditures in excess of \$50,000. This is required prior to the submission of a capital cost share request.

- b.) Capital cost sharing requests shall be submitted to Parkland by May 31 of the previous year for consideration in Parkland's current year budget. Parkland will advise Wabamun by resolution of Council status of Parkland County draft budget funding available by October 31,
- c.) Parkland may or may not cost share, at its sole discretion, on part or all of any capital request. Priority will be placed on necessary replacement of machinery and equipment, as well as necessary upgrading of existing facilities and will be considered on an individual basis. Where cost share is approved, the maximum percentage paid will be 30.93% (2012 – 2014 Average Parkland County Use by which the current agreement's maximum was set)
- d.) It is recognized that, in the case of an unforeseen and unbudgeted capital expense that is critical to the continued operation of the facilities, Wabamun may request the County to cost share, notwithstanding Clause IV (a). Wabamun shall immediately notify Parkland when such emergency expenditures occur.

#### V. LENGTH OF AGREEMENT

- a.) This agreement shall be effective for a three year term, commencing January 1, 2015 and terminating December 31, 2017, unless otherwise agreed to in writing by both parties to extend this agreement for so long a period as both parties agree, or unless terminated by either party in accordance with Clause V (c).
- b.) This agreement may be amended from time to time by written mutual consent of both parties.
- c.) This agreement may be terminated by either party provided such notice to terminate is made in writing by June 30 of any year and shall be effective on December 31<sup>st</sup> of that same year.

VI. NOTICE

- a.) Any notice required to be given or served pursuant to this agreement shall be in writing and shall be delivered personally or may be mailed by single registered mail, postage prepaid, addressed as follow

To Parkland:

Chief Administrative Officer  
Parkland County  
53109A HWY 779  
Parkland County, AB  
T7Z 1R1

To Wabamun:

Village of Wabamun  
Box 240  
Wabamun, AB T0A 2K0

In Witness thereof the parties have hereunder affixed their corporate seals as witnesseth by the hand or hands of their proper officers duly authorized in that behalf as the day and year first above written.

PARKLAND COUNTY

Per: \_\_\_\_\_

Per: \_\_\_\_\_

VILLAGE OF WABAMUN

Per: \_\_\_\_\_

Per: \_\_\_\_\_

SCHEDULE "A"

**PARKLAND COUNTY  
RECREATION AND CULTURAL SERVICES**

**\* STATISTICS FORMAL – ACTUALS – COST SHARING AGREEMENTS \***

**DIRECTIONS: One form to be completed for each facility and submitted annually**  
DEADLINE: May 31 of current year

Name of Municipality: \_\_\_\_\_

Year: \_\_\_\_\_ From: \_\_\_\_\_ month/day to \_\_\_\_\_ month/day

Facility: \_\_\_\_\_

Total Attendance: \_\_\_\_\_

Parkland County Users: \_\_\_\_\_ = ( \_\_\_\_\_ %)  
% to be calculated by the total # of Parkland Users divided by total attendees. Note: School operated programs or use shall not be included.

List of User Groups/Programs	Total # of Participants	# of County Users
A) Arena:		
- Minor Hockey		
- Figure Skating		
- Ringette		
- Power Skating		
- Other users/groups approved by County		
	= 100%	= %

<b>Expenditures:</b>	\$ _____
<b>Revenue:</b>	\$ _____
<b>Net Operating Deficit:</b>	\$ _____

## **SCHEDULE “B”**

### **FUNDING FORMULA**

A.) For the years 2015 – 2017 funding will be calculated as follows:

OPERATING DEFICIT for the previous year times the percentage of Parkland users to a maximum of \$25,356