

COST SHARING AND INFORMATION SHARING AGREEMENT

THIS AGREEMENT made effective as of the 1st day of April, 2021

Between:

COUNTY OF GRANDE PRAIRIE NO. 1
(the "County")

and
CITY OF GRANDE PRAIRE
(the "City")

WHEREAS the County and the City each provide and support various recreational and cultural services accessible to residents in both the City and the County;

WHEREAS the Parties have agreed there is an absence of good data to assess the use of various facilities and services provided by both Parties;

WHEREAS the Parties wish to collaborate in gathering better data and further negotiating the terms of a longer term agreement regarding recreational and cultural funding as part of the Intermunicipal Collaboration Framework Agreement (the "ICF") between the Parties;

WHEREAS the Parties have reached an agreement on interm funding during the Term of this Agreement in compensation for all such recreational and cultural services offered and funded by both Parties; and

WHEREAS the County continues to provide grant funding support directly to the Grande Prairie Library Board and the Art Gallery of Grande Prairie, and wishes to provide funding to the City in addition to any such grant funding.

NOW THEREFORE the Parties agree as follows:

1. **Term:** This Agreement shall come into force and effect on the Effective Date, and shall continue for a period of four (4) years, ending March 31, 2025 (the "Term").
2. **Non-Discriminatory Access to Services and Facilities:** During the term of this Agreement, each Party agrees to continue to allow residents of each municipality to access its recreational and cultural facilities on the same terms granted to its own residents, without discriminatory or preferential pricing and without discounts available only to its own residents, unless otherwise agreed to by the Parties.
3. **Payment:** In full and final compensation of all the services provided by the City, and accounting for the services provided by the County, the County agrees to make the following all-inclusive payments to the City:
 - a. Within 30 days of executing this Agreement, a payment of \$1,500,000.00;

- b. On or before October 1, 2022, a payment of \$1,500,000.00;
 - c. On or before October 1, 2023, a payment of \$1,500,000.00; and
 - d. On or before October 1, 2024, a payment of \$1,500,000.00.
4. **Non-Binding Precedent:** The Parties agree that the foregoing payments by the County to the City shall not serve as either a base level of funding or maximum amount of funding when determining any potential future contributions by the Parties in any future cost sharing agreement. The Parties agree that such funding was a negotiated solution, and the Parties will negotiate future funding on the basis of the evidence gathered and terms discussed by the Intermunicipal Collaboration Framework Committee (the “Committee”).
5. **Data Collection and Committee Responsibilities:** During the Term, the Parties both agree to make good faith efforts to gather user data, catchment area calculations based on 2021 census data and cost information for City and County facilities and services, and use that information to negotiate the terms of a longer term agreement with respect to funding for recreational and cultural programs and facilities. Specifically, the Parties agree that the Committee will be responsible during the Term for:
- a. Overseeing the collection of user data for City and County facilities, through consistent and agreed-upon practices and procedures which the Parties intend to establish and agree upon by June 30, 2022;
 - b. Ensuring transparency in reporting and sharing both user data and financial expenditures from the applicable services and facilities throughout the Term;
 - c. Determining the appropriate process for the treatment of grant funding and other third-party contributions by both Parties, and how those will be addressed through the ICF by joint funding or separate contributions by the Parties going forward;
 - d. Addressing the planning and development of future facilities and developing a process both Parties will have to work through before proceeding with any new development that would be subject to the ICF or obligations by the other Party. This would also include an agreement that neither Party will develop any new facility during the Term for which they want a contribution from the other Party without working jointly through the ICF Committee; and
 - e. Using the foregoing information to negotiate the terms of a longer term cost sharing agreement to replace this Agreement prior to the end of the Term, in accordance with section 6 below.
6. **Replacement Agreement:** The Parties agree to begin specific negotiations on the terms of a replacement agreement by January 1, 2024. The parties shall work together in good faith to achieve consensus over the term of this Agreement, but after July 1, 2024 may agree to engage in a mediation or other form of dispute resolution necessary to ensure a replacement agreement is in place before the expiry of the Term.

7. **Relationship to Other Agreements:** The Parties agree that during the Term, they will not leverage or withhold any consent or approval to infrastructure or planning and development matters for the purpose of negotiations over future cost sharing contributions. Both Parties agree they will honour other existing agreements as between the Parties and any related entities, including Aquatera Utilities Inc. Without limiting the foregoing, the Parties acknowledge and agree that negotiation of an Intermunicipal Development Plan between the Parties is a separate process that will be negotiated based on applicable planning considerations in accordance with section 631 of the *Municipal Government Act*, without leveraging or tying in future cost sharing negotiations.
8. **Grant Funding:** The County agrees that the amount of grant funding provided by the County to the Grande Prairie Library Board and the Art Gallery of Grande Prairie during the Term of this Agreement shall be at least equal to the funding provided in 2021, unless a lesser level of funding is requested by either group.
9. **Notices:** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be given by email or facsimile, to the applicable addresses below:

County: 10001 - 84 Avenue

Clairmont, AB

T8X 5B2

Attention: Chief Administrative Officer

City: P.O. Bag 4000

Grande Prairie, AB

T8V 6V3


Attention: Chief Financial Officer

10. **Amendment:** This Agreement may only be amended by an instrument in writing that is signed by a duly authorised representative of each of the Parties.
11. **Preamble:** The preamble is incorporated into and forms a part of this Agreement.
12. **Waiver:** No indulgence or forbearance by any Party shall be deemed to constitute a Party giving up its rights to insist on performance in full and in a timely manner of all covenants of the other Party and any such waiver must be expressed in writing and signed by such Party and then such waiver shall only be effective in the specific instance and for the specific purpose for which it is given.


- 13. **Further Assurances:** Each of the Parties shall execute and deliver all such further documents and do all such other things as the other Party may reasonably request to give full effect to, better evidence or perfect the full intent and meaning of this Agreement.
- 14. **Counterparts:** This Agreement may be signed with digital signature, be executed in any number of counterparts, where the signature of each Party is on a separate signature page, each of which will be deemed to be an original, and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any Party by electronic transmission will be as effective as delivery of a manually executed copy thereof by such Party.

IN WITNESS WHEREOF the Parties hereto have affixed their corporate seals, duly attested by the hands of their respective proper officers in that behalf, effective as of the day and year first above written.

COUNTY OF GRANDE PRAIRIE NO. 1


Per: 

Leanne Beaupre (Feb 10, 2022 17:22 MST)
Leanne Beaupre, Reeve


Per: 

Julia Whittleton (Feb 10, 2022 19:15 EST)
Joulia Whittleton, CAO

CITY OF GRANDE PRAIRIE

Per: 

Jackie Clayton, Mayor

Per: 

Danielle Whiteway, CFO












13.1.5b Cost Sharing Agreement (Feb 4)


Final Audit Report

2022-02-11

Created:	2022-02-08
By:	Lorna Harder (lharder@cityofgp.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAACGvwr4jwGUlwGzyTxbsld5RE_B1AZe0x

"13.1.5b Cost Sharing Agreement (Feb 4)" History

-  Document created by Lorna Harder (lharder@cityofgp.com)
2022-02-08 - 10:59:57 PM GMT- IP address: 204.209.122.250
-  Document emailed to Danielle Whiteway (dwhiteway@cityofgp.com) for signature
2022-02-08 - 11:01:11 PM GMT
-  Email viewed by Danielle Whiteway (dwhiteway@cityofgp.com)
2022-02-09 - 6:05:57 AM GMT- IP address: 172.225.44.98
-  Document e-signed by Danielle Whiteway (dwhiteway@cityofgp.com)
Signature Date: 2022-02-09 - 3:48:50 PM GMT - Time Source: server- IP address: 204.209.122.250
-  Document emailed to Jackie Clayton (jclayton@cityofgp.com) for signature
2022-02-09 - 3:49:22 PM GMT
-  Email viewed by Jackie Clayton (jclayton@cityofgp.com)
2022-02-09 - 4:21:48 PM GMT- IP address: 75.159.46.200
-  Document e-signed by Jackie Clayton (jclayton@cityofgp.com)
Signature Date: 2022-02-09 - 4:22:22 PM GMT - Time Source: server- IP address: 75.159.46.200
-  Document emailed to Joulia Whittleton (jwhittleton@countygp.ab.ca) for signature
2022-02-09 - 4:22:24 PM GMT
-  Email viewed by Joulia Whittleton (jwhittleton@countygp.ab.ca)
2022-02-11 - 0:14:44 AM GMT- IP address: 209.171.88.61
-  Document e-signed by Joulia Whittleton (jwhittleton@countygp.ab.ca)
Signature Date: 2022-02-11 - 0:15:37 AM GMT - Time Source: server- IP address: 209.171.88.61
-  Document emailed to Leanne Beaupre (lbeaupre@countygp.ab.ca) for signature
2022-02-11 - 0:15:39 AM GMT

 Email viewed by Leanne Beaupre (lbeaupre@countyp.ab.ca)

2022-02-11 - 0:21:25 AM GMT- IP address: 104.47.60.254

 Document e-signed by Leanne Beaupre (lbeaupre@countyp.ab.ca)

Signature Date: 2022-02-11 - 0:22:16 AM GMT - Time Source: server- IP address: 104.219.133.120

 Agreement completed.

2022-02-11 - 0:22:16 AM GMT