

# **MEMORANDUM OF AGREEMENT**

Between

THE CITY OF CAMROSE

OF THE FIRST PART

-and-

THE COUNTY OF CAMROSE No. 22

OF THE SECOND PART

**2005 TO 2009  
LEISURE FACILITIES OPERATIONAL  
COST SHARING AGREEMENT**

City/County Leisure Services Facilities Operational Cost Sharing  
Agreement.2005-2009

MEMORANDUM OF AGREEMENT dated this 8<sup>th</sup> day of June, 2004.

BETWEEN:

The City of Camrose  
(hereinafter referred to as "the City")

AND

The County of Camrose No. 22  
(hereinafter referred to as "the County")

**WHEREAS** it is recognized that the City has developed recreation and cultural facilities and services for the benefit and use, in part, by the County residents; and

**WHEREAS** the County is prepared to share the burden of the costs of providing certain recreation and cultural facilities and services in the City as indicated in Schedule 'A', copy attached hereto

**NOW THEREFORE** in consideration of the mutual covenants, provisos and promises to be observed and performed by the parties hereto, the County and the City agree to the following cost-sharing of youth recreational and cultural services which are provided by the City as follows:

I In this Agreement, the following terms shall mean:

- a) "Annual County Share" shall mean the County's share of the costs of providing the existing recreation and cultural facilities and services including those related to the baU, soccer, hockey/skating, aquatics, community centre and arts centre programs but does not include the Camrose Public Library, Camrose & District Support Services, Fire, Ambulance, Regional **Landfill**, or other non-specified shared services.
- b) "City" shall include the area and residents within the corporate boundaries of the City of Camrose.
- c) "County" shall include the area and residents within the corporate boundaries of the County of Camrose but does not include the Town or Villages which are located within the boundaries of the County.
- d) "Existing Recreation and Cultural Facilities and Services" shall include those recreation and cultural facilities and services as outlined on Schedule 'A' attached hereto.

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- 2 The term of this Agreement shall be for the period commencing on January 1, 2005 and continuing until December 31, 2009, with the understanding that this agreement is to be reviewed annually during the five(5) year term to consider delivery costs for the provision of recreation and cultural facilities and services to County residents as well as the addition of any new facilities or services being accessed by County residents.
- 3
  - a) As per the table in Schedule 'B', the County shall pay an annual County share to the City on or before June 30, 2005, and each June 30 each year thereafter, for the term of the agreement unless there are changes to the user data or costs as per Clause 3b.
  - b) Relative to 2003 user and cost data as documented in Schedule 'C', should user data or cost of operations fluctuate in an amount equal or greater than 5% for any facility included in this agreement, the Councils of the City and County will consider an adjustment in the annual contribution amount for the next budget cycle.
  - c) City of Camrose will take all steps necessary to control deficits through cost controls, marketing and user fees while ensuring facility access is affordable for all users.
- 4 It is further understood and agreed that this agreement does not take into account any capital contributions that would be required by the County if additional recreation or cultural facilities are to be constructed by the City for the use and enjoyment by City and County residents.
- 5 AU residents of the City and the County will have the same access to the existing recreation and cultural facilities and services.
- 6 The user fee structure for the existing recreation and cultural programs and use of facilities will be established by the City on an annual basis and will be the same for City and County residents.
- 7 The City reserves the right to negotiate non-City user fees with any and all other non-County residents or municipalities.
- 8 This Agreement shall not have any adverse effect on any other County commitment to City programs such as the Library, Camrose & District Support Services, Fire, Ambulance etc.
- 9 This Agreement may be amended with the mutual consent and agreement of both parties

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.

THE CITY OF CAMROSE

THE COUNTY OF CAMROSE NO.22

## SCHEDULE 'A'

### City of Camrose Existing Recreation and Cultural Facilities

	Activity	FacHity/Locations
	Hockey/Skating	Max McLean Arena Wildrose Arena
2	BaU	Kinsmen Park (4) Duggan Park (2) Grand Drive Park (1) Camrose Composite High School (1) Charlie Killam School (1) St. Pats School (1)
3	Soccer	Rudy Swanson Park (4) Augustana University College (1) Camrose Composite High School (1 + mini fields) Sifton School (mini fields) Charlie Ki.Uam School (1) Our Lady of Mt. Pleasant School (1) Jack Stuart School (1)
4	Aquatics	Camrose Aquatics Centre
5	Arts	Chuck MacLean Arts Centre
6	Community Activities and Athletics	Camrose Community Centre and Fieldhouse

**SCHEDULE 'B'**

**Five(5) Year County Contribution Agreement**

**SCHEDULE 'C'**

**2003 Leisure Service Facilities Participation/  
Cost Summary**