

JOINT OPERATIONS AGREEMENT

THIS AGREEMENT made the 1st day of October, A.D., 2016.

BETWEEN:

THE TOWN OF ELK POINT in the PROVINCE OF ALBERTA

(hereinafter referred to as the "Town")

OF THE FIRST PART

AND

THE COUNTY OF ST. PAUL NO. 19 in the PROVINCE OF ALBERTA

(hereinafter referred to as the "County")

OF THE SECOND PART

WHEREAS the Town and County are desirous of jointly administering and operating the Elk Point Airport; and

WHEREAS the Town and County are parties to an agreement with Her Majesty the Queen in Right of Alberta, as represented by the Minister of Transportation, the rightful owner of the Elk Point Airport (hereinafter called "the Lands") for the purposes of leasing the Lands;

NOW THEREFORE, THIS AGREEMENT WITNESSETH THAT in consideration of the promised mutual terms, covenants, and conditions contained herein the parties agree as follows:

1. The term of this Agreement will be effective from October 1st, 2016 until September 30th, 2026 subject to the rents hereby reserved and the agreements, conditions, covenants, exceptions, stipulations, and reservations contained herein. The parties may jointly agree to review or amend this Agreement from time to time provided that all parties agree to review and amend.
2. The parties hereto agree that they shall jointly operate the Elk Point Airport Lands and each party shall share equally in all revenue and expenses.
3. Until otherwise mutually agreed upon, the Elk Point Airport (hereinafter, referred to as "the Airport") will be administered and operated by the Elk Point Municipal Airport Commission (hereinafter referred to as "the Commission") and will be comprised of representatives as follows, namely:
 - a) Two (2) councillors from the County;
 - b) Two (2) councillors from the Town;
 - c) One (1) member-at-large appointed by the County;
 - d) One (1) member-at-large appointed by the Town;

- e) One (1) Chief Administrative Officer or designee from the County without voting rights; and
 - f) One Chief Administrative Officer or designee from the Town without voting rights.
4. The Commission shall have the following rights, duties, and obligations, namely:
 - a) The operation of the Airport;
 - b) The preparation of a detailed, three year operations budget to be submitted annually to both parties prior to the 1st of November each year, which must be reviewed and approved by both respective Councils;
 - c) The right to assess, charge, and collect fees, lease payments, and any other income that might be obtainable from the use of the Lands and any improvements thereon;
 - d) To appoint a chairperson and other officers as the Commission desires and to set its own procedural regulations and bylaws; and
 - e) The right to carry out such directions and instructions as might be given to it by both parties hereto, provided however, that the Commission will not and shall not be obliged to follow or accept any instructions or directions from only one of the parties to this Agreement.
 5. The County and Town will each pay fifty percent (50%) of the annual Airport operating expenses.
 6. In consideration of the mutual covenants herein the County does hereby agree to waive all taxes on the Lands and any improvements on said Lands throughout the duration of this Agreement.
 7. This Agreement shall remain in full force from the effective date until the expiry date unless amended or terminated by either party provided that the party wishing to amend or terminate this Agreement shall give the other party six (6) months written notice of its intention to amend or terminate.
 8. This Agreement shall enure to the benefit of and be binding upon the parties herein and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement as of the date first written above.

SIGNED, SEALED, AND DELIVERED
in the presence of:

COUNTY OF ST. PAUL NO. 19

Per: _____
Chief Administrative Officer

Printed Name

Witness

Printed Name

TOWN OF ELK POINT

Per: _____
Chief Administrative Officer

Printed Name

Witness

Printed Name