

This Agreement is made the ___ day of _____ 2025.

**EDMONTON INTERNATIONAL AIRPORT SHUTTLE
COST SHARE AGREEMENT**

BETWEEN:

LEDUC COUNTY
("County")

-and-

CITY OF LEDUC
("Leduc")

-and-

EDMONTON REGIONAL AIRPORTS AUTHORITY
("ERAA")

(collectively, the "**Parties**")

WHEREAS ERAA operates an airport shuttle that includes designated areas for the pick-up and drop-off of passengers at the Edmonton International Airport (YEG);

AND WHEREAS the Parties are signatories to the Inter-Jurisdiction Cooperation Accord signed the 30th day of June, 2017, (the "**Accord**") which speak to a desire of the Parties to create certainty and to ensure that the ERAA has regional services, transportation linkages and municipal support to assist ERAA in fulfilling its potential as a key component of the Edmonton Metropolitan Region's economic prosperity, to be achieved through joint land use, transportation, and service planning, creation of joint economic development framework, and cost and benefit sharing;

AND WHEREAS the Parties entered into a Regional Transit Service to Edmonton International Airport Cost Share Agreement (the "**Cost Share Agreement**") signed the 7th day of December 2018, to implement the desires set out in the Accord;

AND WHEREAS the Parties now wish to revoke the Cost Share Agreement and to enter into a new Agreement that better reflects the roles and obligations of the Parties with respect to internal transit service;

NOW THEREFORE in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

Shuttle Service

1. The ERAA shall:
 - a. manage and operate an internal shuttle service on Edmonton International Airport lands, (the "**Airport Shuttle**") for non-passenger-related movements. The Airport Shuttle is a complimentary On-Airport shuttle service that operates as an on-demand service. This does not include shuttles used for movement of airline passengers parking their vehicles on-site for transport to and from the terminal (e.g. Value Park or any other related services);
 - b. work collaboratively with Leduc and the County with respect to route coordination of the Airport Shuttle;
 - c. provide estimates of projected costs to Leduc and the County by June 30 of the preceding budget year and an update, if warranted, prior to the commencement of the applicable budget year; and
 - d. provide an invoice for operating costs (excluding capital costs) at the conclusion of the calendar year. Invoices shall include a breakdown of costs to support the amount being invoiced (this will include ridership, driver costs, fuel, maintenance, and other operating expenses).

Operating Cost Share

2. Leduc and the County hereby agree to each pay 50 percent of the Airport Shuttle annual operating costs (excluding any capital costs). More specifically, the following charges derived from transit operations shall be applicable:
 - a. Operator costs;
 - b. Vehicle insurance costs;
 - c. Vehicle registration costs;
 - d. Fuel;
 - e. Vehicle maintenance and servicing costs, including parts and labour; and
 - f. Any additional unforeseen operational based costs as agreed to by all Parties.
3. Payments required under Section 2 shall be made within thirty (30) days from receipt of an invoice from ERAA.
4. In the event that either Leduc or the County fails to make any payment when due under this Agreement, then the sum owed shall accrue interest at the rate of five percent (5.0%) per annum until payment is made in full by the Party in arrears.
5. The Parties shall indemnify and save harmless one another and their respective agents, directors, officers and employees, from and against all losses, actions, claims and demands, including solicitor client costs, arising directly or indirectly from this Agreement except where such losses, actions, claims and demands result from the negligent or willful conduct of the indemnified Party, its agents or employees.

6. No Party shall be liable to another under this Agreement for more than the amount equal to that Parties' proportion of the agreed upon costs, as applicable.
7. All documents, invoices and records shall be kept by the Parties for at least five (5) years.
8. Each Party has the right to review and conduct an operational and financial audit of another Party's books for work associated with the delivery of Airport Shuttle Services at the inspecting Party's expense and upon providing ten (10) business days written notice of the intent to inspect.

Term and Termination

9. The term of this Agreement shall commence on January 1, 2025, and shall continue until December 31, 2028, unless otherwise terminated earlier in accordance with the terms of this Agreement (the “**Term**”).
10. Leduc or the County may terminate this Agreement, without cause, by providing written notice to the other Parties at least six (6) months in advance of the date of termination.
11. ERAA may terminate or suspend this Agreement at any time.

Notice

12. Any notice, demand, or other document required or permitted to be given under the terms of this Agreement, shall be sufficiently given to the Party to whom it is addressed, if delivered or forwarded by registered mail to:

To Leduc County at:
1101, 101 - 5 Street
Nisku, AB T9E 2X3

To the City of Leduc at:
#1 Alexandra Park
Leduc, AB T9E 4C4

To Edmonton Regional Airports Authority at:
1, 1000 Airport Road
Edmonton International Airport, Alberta T9E 0V3
Attention: Legal Department
Email: legaldeptnotifs@flyeia.com

Or alternatively, to any other address, including electronic address, to which any Party may advise from time to time.

Miscellaneous Provisions

13. The Parties shall give this Agreement a fair and reasonable interpretation and, when required, negotiate with fairness and candor any modifications or alteration thereof for the purpose of carrying out the intent of this Agreement and/or rectifying any omission in any of these provisions. Amendments shall be in writing, fully executed by the

Parties.

14. Each Party will perform the acts, execute, and deliver the writings, do all such things and give the assurances necessary to give full effect to this Agreement.
15. Each Party acknowledges that this Agreement and all reports and other records submitted will be subject to the access and disclosure provisions of the Freedom of Information and Protection of Privacy Act, RSA 2000, Chapter F-25, as amended or succeeded.
16. All work contemplated by this Agreement, including the procurement of any services or deliverable, shall be carried out in accordance with all applicable rules, regulations, trade agreements and laws governing such works, and in accordance with the best general practices as acknowledged by the Parties.
17. The rights, remedies and privileges of the Parties under this Agreement are cumulative and any one or more may be exercised.
18. No waiver of any breach of a covenant or provision of this Agreement shall take effect or be binding upon a Party unless it is expressed in writing. A waiver by a Party of any breach shall not limit or affect that Party's rights with respect to other or future breaches.
19. Each Party agrees to use their reasonable best efforts to resolve any differences arising between them as efficiently and cost effectively as possible. Specifically, the Parties shall make bona fide efforts to resolve all differences by amicable negotiations and provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations.
20. Each Party agrees that any effort to resolve their differences by amicable negotiation or with the assistance of a mediator does not suspend the expiration of any time limitation for taking any act under this Agreement unless the Parties have specifically agreed in writing to waive or vary that time requirement.
21. No additional changes, amendments, or modifications of any of the terms or conditions of this Agreement shall be valid unless in writing and signed by all Parties.
22. This Agreement shall be interpreted and applied according to the laws in force in the Province of Alberta.
23. In this Agreement, words in the singular include the plural and words in the plural include the singular.
24. This Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original but all of which taken together shall constitute one and the same instrument. This Agreement may be executed and delivered by fax transmission or other electronic means (.pdf) sent to any Party hereto or their counsel.
25. This Agreement shall endure to and be binding upon the Parties hereto, their respective heirs, executors, administrators, successors and assigns.
26. This Agreement embodies the entire agreement between the Parties with respect to the funding in accordance with the Cost Share Agreement. The Parties shall not be

bound by or liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein.

IN WITNESS WHEREOF this Agreement has been duly executed by the Parties hereto to be effective as of the date first above written:

LEDUC COUNTY

As Represented by:

CITY OF LEDUC

As Represented by:

**EDMONTON REGIONAL AIRPORTS
AUTHORITY**

As Represented by: