

Intermunicipal Collaboration Framework

Between

Sturgeon County



and

Parkland County



September 2019
Sturgeon County Bylaw #1455/19
Parkland County Bylaw #2019-19

WHEREAS, Sturgeon County and Parkland County share a common border; and

WHEREAS, Sturgeon County and Parkland County share common interests and are desirous of working together to provide services to their ratepayers; and

WHEREAS, the *Municipal Government Act* stipulates that municipalities that have a common boundary must create a framework with each other that identifies the services provided by each municipality and the funding arrangements for these services.

NOW THEREFORE, by mutual covenant of the parties hereto it is agreed as follows:

1. DEFINITIONS

- 1) In this Agreement
 - a. "Administrations" means administrative officials from each of the parties.
 - b. "Capital Costs" means new facilities, expansions to existing facilities and intensification of use of existing facilities.
 - c. "Committee" means Intermunicipal Committee as defined in Section 4 of this Agreement.
 - d. "Parties" means Sturgeon County and Parkland County.
 - e. "Service agreement" means a legally binding agreement such as a contract, agreement or memorandum of understanding that is signed by both parties.
 - f. "Services" means those services that are provided either independently or jointly which includes:
 - i. Recreation
 - ii. Other Services, where those services benefit residents in more than one of the municipalities that are parties to the framework.
 - g. "Year" means the calendar year beginning on January 1st and ending on December 31st.

2. FRAMEWORK INTERPRETATION

- 1) All words in the Framework shall have the same meaning as defined in the *Municipal Government Act*. For words not defined under the *Municipal Government Act*, their meaning shall be as is understood in everyday language.
- 2) The word "shall" is interpreted as meaning an obligatory direction.
- 3) The word "may" is interpreted as meaning a choice exists with no preferred direction intended.

3. TERM AND REVIEW

- 1) In accordance with the *Municipal Government Act*, this is a permanent Agreement and shall come into force on the passing of bylaws by both parties.
- 2) This Agreement may be amended by mutual consent of both parties unless specified otherwise in this Agreement. Amended copies of this Agreement shall come into force on the passing of bylaws by both parties.

- 3) Amended versions to this Agreement shall supersede and replace all previous versions of this Agreement.
- 4) It is agreed that Sturgeon County and Parkland County shall meet at least once every four years, or upon request by either party, commencing no earlier than 90 calendar days and no later than 180 calendar days after a municipal election to review the terms and conditions of the agreement.

4. INTERMUNICIPAL COOPERATION

- 1) Sturgeon County and Parkland County agree to create a recommending body known as the Intermunicipal Committee (hereinafter referred to as the Committee).
- 2) The Committee will meet on an as required basis and will develop recommendations to the Councils on all matters of strategic direction and cooperation affecting residents, except matters where other current operating structures and mechanisms are operating successfully.
- 3) The Committee shall consist of three (3) elected officials from each municipality.
- 4) The Chief Administrative Officers will be advisory staff to the Committee and responsible to develop agendas and recommendations on all matters. Chief Administrative Officers will be responsible for forwarding all recommendations from the Committee to their respective Councils.
- 5) Parties will give 30 calendar days of notice for a meeting. Meeting requests will be directed to the Chief Administrative Officer for the respective municipality.

5. GENERAL SERVICE PROVISION

- 1) The Parties are members of the Edmonton Metropolitan Region Board (EMRB), a growth management board that collaboratively and strategically guides growth, agricultural resources, and servicing to support long-term regional prosperity. As members of the EMRB, the Parties are exempt from the requirement to prepare an Intermunicipal Development Plan (IDP) as part of this Framework.

The EMRB's members are required to complete a Metropolitan Region Servicing Plan (MRSP) that addresses all of the required Intermunicipal Collaboration Framework services, except recreation services; these include: transportation, water and wastewater, solid waste, and emergency services. Although this Framework only needs to address Recreation Services, other service areas have also been identified.

- 2) Sturgeon County and Parkland County have agreed that the best and most efficient way to provide services to residents is to continue providing services independently or through the various arrangements that each party currently has with its respective neighbours.
- 3) Sturgeon County and Parkland County have agreed that each party will continue to provide the following services to their residents and ratepayers using internal forces or contracted services:

- a. Sturgeon County
 - i. Agricultural Services
 - ii. Animal Control
 - iii. Assessment Services
 - iv. Bylaw Enforcement
 - v. Communications
 - vi. Economic Development and Tourism
 - vii. Emergency Services
 - viii. Information Technology
 - ix. Municipal Administration
 - x. Policing Services
 - xi. Protective Services
 - xii. Public Communications
 - xiii. Purchasing / Procurement Services
 - xiv. Recreation
 - xv. Rural road maintenance
 - xvi. Transportation
 - xvii. Water and Wastewater
 - xviii. Solid Waste

- b. Parkland County
 - i. Agricultural Services
 - ii. Animal Control
 - iii. Assessment Services
 - iv. Bylaw Enforcement
 - v. Communications
 - vi. Economic Development and Tourism
 - vii. Emergency Services
 - viii. Information Technology
 - ix. Municipal Administration
 - x. Policing Services
 - xi. Protective Services
 - xii. Public Communications
 - xiii. Purchasing / Procurement Services
 - xiv. Recreation
 - xv. Rural road maintenance
 - xvi. Transportation
 - xvii. Water and Wastewater
 - xviii. Solid Waste

6. INTERMUNICIPAL SERVICE PROVISION

In congruence with the *Municipal Government Act*, the following section outlines the level of service provision between Sturgeon County and Parkland County:

- 1) Recreation:
 - Recreation services are not jointly provided between Sturgeon County and Parkland County.
 - There are no facilities shared between Sturgeon County and Parkland County.
- 2) Other Services:
 - Matters of a land use and development nature impacting both parties shall be guided by policies set out in the Edmonton Metropolitan Region Growth Plan.

7. COLLABORATION PROCESS

- 1) In their present circumstance, neither Sturgeon County nor Parkland County intend to engage in projects or agreements with one another in the foreseeable future. However, if a circumstance arises that one Municipality wishes to enter into an intermunicipal service agreement, the following procedure shall dictate the process.
- 2) In the event either Municipality initiates the development of a new project and/or service that may require a cost-sharing agreement, the initiating Municipality's Chief Administrative Officer shall notify the other Municipality's Chief Administrative Officer prior to the consideration of such a development and/or service being constructed or developed.
- 3) The initial notification will include a general description of the project, estimated costs and timing of expenditures.
- 4) Once either municipality has received notice of a new project, an Intermunicipal Committee meeting must be held within 30 calendar days of the date the notice was received, unless both Chief Administrative Officers agree otherwise.
- 5) The Intermunicipal Committee will be the forum used to address and develop future mutual aid agreements and/or cost sharing agreements. Both Sturgeon County and Parkland County shall agree that time shall be of the essence throughout the Intermunicipal Committee meetings.
- 6) When developing service agreements, the Committee shall clearly identify which municipality will lead service delivery for the service(s).
- 7) When developing service agreements, the Committee shall determine the appropriate funding for the service(s) being discussed.
- 8) All future service agreements shall set out a process for discontinuing the service provided if one or both parties wish to discontinue in the service delivery.
- 9) All future service agreements shall set out a time frame for the delivery of the service(s) being discussed including the start and end date of the service delivery.
- 10) In the event that the Intermunicipal Committee is unable to reach an agreement, the dispute shall be dealt with through the procedure outlined within Section 9 of this document.

8. INDEMNITY

- 1) Sturgeon County shall indemnify and hold Parkland County, its employees and agents from any

and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of Sturgeon County, its employees or agents in the performance of this Agreement.

- 2) Parkland County shall indemnify and hold harmless Sturgeon County, its employees and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of Parkland County, its employees or agents in the performance of this Agreement.

9. DISPUTE RESOLUTION

- 1) Parkland County and Sturgeon County commit to resolving any disputes in a non-adversarial, informal and cost-efficient manner.
- 2) Both parties shall make all reasonable efforts to resolve all disputes by negotiation and agree to provide, without prejudice, open and timely disclosure of relevant facts, information and documents to facilitate negotiations.
- 3) Any dispute arising out of the implementation of this Agreement will firstly be addressed by the Administrations of both Parkland County and Sturgeon County. Where a dispute cannot be resolved to the satisfaction of both parties after thirty (30) calendar days, the dispute will be referred to the Chief Administrative Officers of both parties.
- 4) Where a dispute cannot be resolved to the satisfaction of both Chief Administrative Officers after thirty (30) calendar days, the dispute will be referred to the Intermunicipal Committee.
- 5) Where a dispute cannot be resolved to the satisfaction of the Intermunicipal Committee after thirty (30) calendar days, the dispute will be referred to the Councils of both parties.
- 6) Where a dispute cannot be resolved to the satisfaction of the Councils of both parties, Sturgeon County and Parkland County will seek the assistance of a mediator acceptable to both parties. The costs of mediation shall be shared equally between the parties.
- 7) In the event that a dispute cannot be resolved through steps outlined above, the dispute may be referred to a single arbitrator mutually acceptable to both parties. Failing mutual agreement, either party may apply to a Judge of the Court of Queen's Bench of Alberta to appoint an arbitrator whose decision shall be final and binding upon both parties.
- 8) The costs of arbitration shall be shared equally between the parties.
- 9) For all development, subdivision or planning matters intermunicipal disputes shall follow agreed to processes outlined in the Sturgeon County / Parkland County Intermunicipal Development Plan and the *Municipal Government Act*. In situations where the approved Intermunicipal Development Plan is in conflict with the *Municipal Government Act* as it pertains to intermunicipal disputes, provisions in *the Municipal Government Act* shall prevail.

10. CORRESPONDENCE

1) Written notice under this Agreement shall be addressed as follows:

In the case of Sturgeon County to:

Sturgeon County
c/o Chief Administrative Officer
9613 – 100 Street
Morinville, AB
T8R 1L9

In the case of Parkland County to:

Parkland County
c/o Chief Administrative Officer
53109A Highway 779
Parkland County, AB
T7Z 1R1

11. AUTHORIZATIONS

Signed and dated on:

Reegan McCullough, CAO, Sturgeon County

Mike Heck, CAO, Parkland County

Date

Date