

Intermunicipal Collaboration Framework

Between

Camrose County

and

Leduc County

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WHEREAS, Camrose County and Leduc County share a common border; and

WHEREAS, Camrose County and Leduc 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:

A. DEFINITIONS

- 1) In this Agreement
 - a) “Services” means those services that both parties are desirous of joint cost sharing by which includes:
 - i) Transportation
 - ii) Water and Wastewater
 - iii) Solid Waste
 - iv) Emergency Services
 - v) Recreation
 - b) “Capital Costs” means new facilities, expansions to existing facilities and intensification of use of existing facilities’; and,
 - c) “Year” means the calendar year beginning on January 1st and ending on December 31st.

B. TERM AND REVIEW

- 1) In accordance with the Municipal Government Act, this is a permanent Agreement shall come into force on final passing of the bylaws by both Counties.
- 2) This Agreement may be amended by mutual consent of both parties unless specified otherwise in this Agreement.
- 3) It is agreed by Camrose County and Leduc County that the Intermunicipal Committee shall meet at least once every five years to review the terms and conditions of the agreement.

C. INTERMUNICIPAL COOPERATION

- 1) Camrose County and Leduc 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 County Councils on all matters of strategic direction and cooperation affecting County residents, except matters where other current operating structures and mechanisms are operating successfully. The topics to be discussed will include:
 - a) Long-term strategic growth plans for the Ponoka County and the County of Wetaskiwin No. 10 as may be reflected in the Intermunicipal Development Plan, Municipal Development Plans, Area Structure Plans and other strategic studies.
 - b) Intermunicipal and regional transportation issues including the Transportation and Utility Corridors, truck routes.
 - c) Prompt circulation of major land use, subdivision and development proposals in either municipality which may impact the other municipality; and
 - d) The discussion of intermunicipal or multi-jurisdictional issues in lieu of a regional planning system.
- 3) The Committee shall consist of four members, being two Councillor from each County.
- 4) The Chief Administrative Officers will be advisory staff to the Committee, responsible to develop agendas and recommendations on all matters, and for forwarding all recommendations from the Committee to their respective Councils.

D. MUNICIPAL SERVICES

- 1) Camrose County and Leduc County have agreed that each County will provide the following services for their residents:
 - Camrose County
 - Transportation
 - Water and Wastewater
 - Solid Waste
 - Emergency Services
 - Recreation
 - Leduc County
 - Transportation
 - Water and Wastewater
 - Solid Waste
 - Emergency Services
 - Recreation
- 2) Camrose County and Leduc County have a history of working together with the urban municipalities within their respective municipal boundaries to provide municipal services to the residents, with the following services being provided directly, or indirectly to their ratepayers:
 - Camrose County has agreements with their urban partners to provide the following services:

- Affordable Housing services are provided independently by both Counties. Camrose County utilizes the Camrose and Area Lodge Authority as a third-party provider.
 - Cemetery;
 - Economic Development;
 - Family and Community Support Services;
 - Fire;
 - Library;
 - Recreation and culture;
 - Tourism;
 - Water and Wastewater
 - Leduc County has agreements with their urban partners to provide the following services:
 - Affordable Housing services are provided independently by both Counties. Leduc County utilizes the Leduc Foundation as a third-party provider.
 - Cemetery;
 - Economic Development;
 - Family and Community Support Services;
 - Fire;
 - Library;
 - Recreation and culture;
 - Tourism;
 - Water and Wastewater
- 3) Camrose County and Leduc County have a history of working together to provide municipal services to the residents, with the following services being provided directly, or indirectly to their ratepayers:
- Transportation:
 - Transportation services are provided independently by both Counties.
 - Water and Wastewater:
 - Water and Wastewater services are provided independently by both Counties.
 - Solid Waste:
 - Solid Waste services are provided independently by both Counties.
 - Emergency Services:
 - Camrose County and Leduc County, with the Village of Hay Lakes, have an agreement in place to provide aid in the event of emergencies dated the 1st Day of May 1998.

- Recreation:
 - Camrose County and Leduc County, jointly with several urban municipalities are members of regional library systems to provide Library services. Camrose County is part of the Parkland Regional Library System and Leduc County is part of the Yellowhead Regional Library System. Both municipalities have additional funding agreements with their urban municipalities to provide library facilities and services.
 - Recreation services are provided independently by both Counties.

- Additional Municipal Services:
 - Administration services are provided independently by both Counties.
 - Agricultural services are provided independently by both Counties.
 - Airport services are not provided by either County.
 - Animal Control services are provided independently by both Counties.
 - Assessment Services are provided independently by both Counties. Leduc County utilizes intendent third-party providers.
 - Bylaw Enforcement services are provided independently by both Counties.
 - Information Technology are provided independently by both Counties.
 - Joint Use Agreements have been entered into by Camrose County and Leduc County. All known Joint Use Agreements are referenced within this ICF.
 - Land Use Planning Services are provided independently by both Counties.
 - Natural Gas Utility services are not provided by either County.
 - Pest Control services are provided independently by both Counties.
 - Physician Recruitment services are not provided by either County.
 - Police services are provided by the RCMP as a third-party provider for both Counties.
 - Purchasing/Procurement services are provided independently by both Counties.
 - Transit services are not provided by either County.
 - Weed Control services are provided independently by both Counties.
 - Camrose County and Leduc County entered into an Intermunicipal Development Plan in 2017, in accordance with the Municipal Government At. The Intermunicipal Development Plan will be reviewed in conjunction with the Intermunicipal Collaborative Framework.

E. FUTURE PROJECTS & AGREEMENTS

- 1) In the event either County initiates the development of a new project and/or service that may require a cost-sharing agreement, the initiating County's Chief Administrative Officer will notify the other County's Chief Administrative Officer.
- 2) Once either municipality has received written notice of new project, an Intermunicipal Committee meeting must be held within 30 calendar days of the date the written notice was received, unless both Chief Administrative Officers agree otherwise.
- 3) The Intermunicipal Committee will be the forum used to address and develop future mutual aid agreements and/or cost sharing agreements. In the event the Intermunicipal Committee is unable to reach an agreement, the dispute shall be dealt with through the procedure outlined within Section L of this document.

F. INDEMNITY

- 1) Leduc County shall indemnify and hold harmless Camrose 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 Leduc County, its employees or agents in the performance of this Agreement.
- 2) Camrose County shall indemnify and hold harmless Leduc 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 Camrose County, its employees or agents in the performance of this Agreement.

G. DISPUTE RESOLUTION

- 1) The Intermunicipal Committee will meet and attempt to resolve the dispute.
- 2) In the event the Committee is unable to resolve an issue, Camrose County and Leduc County will seek the assistance of a mediator acceptable to both parties. The costs of mediation shall be shared equally between the Counties.
- 3) In the event of a dispute can not be resolved through Steps 1 and 2, 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. The Arbitration Act of Alberta in force from time to time shall apply to arbitration proceedings commenced pursuant to this Agreement. The costs of arbitration shall be shared equally between the Counties.

H. CORRESPONDENCE

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

a. In the case of Camrose County to:

**Camrose County
c/o Chief Administrative Officer
3755-43 Avenue
Camrose, AB T4V 3S8**

b. In the case of Leduc County to:

**Leduc County
c/o Chief Administrative Officer
1101-5th Street
Nisku, AB T9E 2X3**

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