

# **Intermunicipal Collaboration Framework Between Leduc County and the Town of Thorsby**

March 05, 2019

Prepared for:

Leduc County and the Town of Thorsby

Prepared by:

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## PREAMBLE

**WHEREAS**, Leduc County and the Town of Thorsby recognize the importance and the responsibility of each respective municipality to make decisions on behalf of their residents; and

**WHEREAS**, the parties share common interests and are desirous of working together to provide services to their residents and ratepayers; and

**WHEREAS**, the parties are committed to the principle of mutual benefit to deliver some services within the region effectively, efficiently, and economically; and

**WHEREAS**, the parties share a common border; 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. PURPOSE

- a) The purpose of this Framework is to establish an Intermunicipal Committee and a collaborative process to direct intermunicipal communication and cooperation to support services that have mutual benefit.

### 2. SIGNATORIES

- a) The signatories to this Framework are the Leduc County and the Town of Thorsby.
- b) The terms “Signatory”, “Party”, “Partner” and “Municipalities” may be used interchangeably in this agreement.



### 3. DEFINITIONS

a) In this Agreement

**"Capital Costs"** means expenses related to developing or obtaining infrastructure or other hard assets such as new facilities /equipment, expansions to existing facilities/equipment, and intensification of use of existing facilities.

**"Chief Administrative Officer"** means the Chief Administrative Officer for each municipal jurisdiction party to this agreement or their designate(s) thereof. "Chief Administrative Officer" or "CAO" or "City Manager" may be used interchangeably in this Agreement.

**"Committee"** means Intermunicipal Collaboration Committee as defined in Section 5 of this Agreement.

**"Framework"** or **"Agreement"** may be used interchangeably in this document and means this agreement including all Appendices and Schedules hereto.

**"Intermunicipal Development Plan"** in this agreement means the Intermunicipal Development Plan filed for Leduc County and the Town of Thorsby.

**"Intermunicipal Service Provision"** refers to municipal services provided through a shared or joint agreement with another municipality to residents and ratepayers. This includes services where a formal or an informal arrangement with another municipality is in place to access, administer, or deliver a civic service or function.

**"Lead"** refers to the municipality or organization assigned to organize or administer the day-to-day operations of a specific intermunicipal initiative.

**"Municipal Service Provision"** refers to municipal services provided directly by a municipality to residents and ratepayers. This includes services where the municipality has direct control over the service contract along with the authority to directly hire contractors to perform services or address a civic function on behalf of the municipality.

**"Mutual Benefit"** means equality and respect within the relationship between the partners and agreements in which both parties gain value.

**"Service delivery agreement"** means a legally binding agreement such as a Contract, Agreement, or Memorandum of Understanding that outlines cost-sharing and management of new arrangements, and is signed by both parties.

**"Services"** or **"In Scope Services"** means services that both parties may consider for joint cost sharing or management and are identified in Section 5 of this Agreement.

**"Signatory", "Party", "Partner", or "Municipalities"** means the Town of Thorsby and Leduc County.



**“Third-Party Service Provision”** refers to municipal services provided through an agreement with a non-municipal independent entity. This refers to those services that are offered through agencies, boards, commissions, and current or former publicly-owned corporations (also known as crown or government-owned corporations that manage major infrastructure and associated services) in a region.

**“Year”** means the calendar year beginning on January 1st and ending on December 31st.

## 4. TERM AND REVIEW

### Effective Date and Duration

- a) In accordance with the *Municipal Government Act*, this is a permanent Agreement and shall come into force on the passing of bylaws adopting the ICF by the Municipalities.

### Review

- b) It is agreed to by the parties that the Intermunicipal Committee shall meet at least once every four years commencing no later than 2023 to review the terms and conditions of the agreement, or upon request by either party.

### Amendments

- c) This Agreement may be amended by mutual consent of both parties unless specified otherwise in this Agreement.
- d) Amended copies of this Agreement shall come into force on the passing of bylaws by both municipalities.
- e) Amended versions to this Agreement shall supersede and replace all previous versions of this Agreement.

## 5. INTERMUNICIPAL COMMITTEE

- a) Leduc County and the Town of Thorsby agree to create a recommending body known as the Intermunicipal Committee (hereinafter referred to as the Committee).
- b) 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 of the Municipalities, except matters where other current operating structures and mechanisms are operating successfully.
- c) The Committee shall be comprised of an equal number of members from each municipal council, to a maximum of three from each.
- d) The CAOs will be advisory staff to the Committee and responsible to develop agendas and recommendations on all matters. CAOs will be responsible for forwarding all recommendations from the Committee to their respective councils.



- e) The Committee will promote a consistent and shared flow of information from intermunicipal meetings from a set of common notes that will be established. The common notes will be confidential and regarded as privileged until released by mutual consent of the mayors.
- f) Parties will give 30 calendar days of a notice for a meeting. Meeting requests will be directed to the CAO for the respective municipality.
- g) "Services" or "In scope services" to be considered in this agreement for potential future joint-cost sharing or management include:
  - i. Transportation;
  - ii. Water and Wastewater;
  - iii. Solid Waste;
  - iv. Emergency Services;
  - v. Recreation; and
  - vi. Other services that benefits residents.

## 6. FUTURE PROJECTS, SHARED SERVICES, AND AGREEMENTS

- a) When either municipality seeks to pursue a new project and/or initiative with the other party, the initiating CAO or designate will notify the other CAO.
- b) The initial notification will include a general description of the project, estimated costs, and timing of expenditures. The receiving municipality will advise the initiating municipality if they support or object in principle to providing funding for the project and provide reasons.
- c) The Committee will meet to discuss the project within 30 days, if requested by either partner, and may schedule subsequent meetings as needed.
- d) The following criteria will be used when assessing the desirability of funding of new projects:
  - i. The nature of the project;
  - ii. The level of community support including the demonstrated effort by volunteers to raise funds and obtain grants, if applicable;
  - iii. Relationship of a proposed capital project to the Intermunicipal Development Plan, or any other regional long-term planning document prepared by the municipalities;
  - iv. The projected operating cost for new capital projects;
  - v. Projected utilization by residents of both municipalities; and
  - vi. Municipal debt limit.
- e) The Committee will review and negotiate the terms related to the project or new shared service including the cost sharing arrangement of the project or service. The Committee will provide a recommendation for approval to the councils of the partners.



- f) In the event that the Committee or municipal councils are unable to reach an agreement within 90 days, and do not jointly agree to extend the time period, then any unresolved issues shall be dealt with through the dispute resolution process as referenced in this bylaw. If urgency is needed, the initiating municipality must note this in the initial notice, and the receiving municipality will make best efforts to accommodate a compressed timeframe.
- g) A proposed list of future service projects or initiatives to be explored by the Committee are included in Appendix A of this Agreement. This list may be updated from time to time as agreed to by the Committee.
- h) The Municipalities recognize that the decision to participate in or not participate in a project ultimately lies with the respective municipal councils, who in turn must rely on the support of the electorate to support the project and any borrowing that could be required.

## 7. SERVICE AGREEMENTS

- a) Any change to the shared services provided by the municipalities will include a schedule for implementation of the change. This will include the following:
  - i. The start date that the change will take effect.
  - ii. A plan to phase out the existing service delivery and to initiate the new service delivery methods.
  - iii. A plan for the phasing in or out of cost sharing, or other arrangements.
  - iv. A review date to evaluate the efficiency of the shared service delivery and funding strategy.
- b) Where the Committee desires a joint cost sharing or management agreement, a service agreement shall be developed on that specific item.
- c) When developing service agreements, the Committee shall:
  - i. Clearly identify which municipality will lead service delivery for the service(s).
  - ii. Determine the appropriate funding for the service(s) discussed.
  - iii. Set out a time frame for the delivery of the service(s) discussed including the start and end date of the service delivery.
  - iv. Set out a process for discontinuing the service provided if one or both municipalities wish to discontinue in the service delivery.

## 8. THE ROLE OF COUNCIL AND ADMINISTRATION

- a) Each council retains the ability and responsibility to make decisions on behalf of their residents. By signing on to the Framework each council is affirming a commitment to increased collaboration, cooperation, and to provide direction to their administration and the public for the importance of increased communication at all levels of the organization.
- b) Administration, through the direction of the CAO, will be the mechanism through which the Framework is formalized, maintained, delivered, and made durable.



- i. Administration will be responsible to ensure the requirements of the Framework are carried out operationally and can initiate communication on an as needed basis.
- ii. Municipal counterparts will work together to address issues that arise within the scope of their authority and mandate and be accountable for informing the appropriate levels of authority about matters that require attention for the mutual benefit of the municipalities.

## 9. OVERVIEW OF MUNICIPAL SERVICES

- a) Leduc County and the Town of Thorsby have both reviewed the services offered to residents.
- b) Based on the review it has been determined that each party desires to continue to provide services through the various arrangements that are in place independently, with their respective municipal partners and third-party bodies.
- c) The following listings indicates which services are provided independently by each municipality, intermunicipally, or via a third-party provider, to residents and ratepayers in each municipal jurisdiction, (as of the date of Bylaw adoption).

**“Municipal Service Provision”** refers to municipal services provided directly by a municipality to residents and ratepayers. This includes services where the municipality has direct control over the service contract along with the authority to directly hire contractors to perform services or address a civic function on behalf of the municipality.

**“Intermunicipal Service Provision”** refers to municipal services provided through a shared or joint agreement with another municipality to residents and ratepayers. This includes services where a formal or an informal arrangement with another municipality is in place to access, administer, or deliver a civic service or function.

**“Third-Party Service Provision”** refers to municipal services provided through an agreement with a non-municipal independent entity. This refers to those services that are offered through agencies, boards, commissions, and current or former publicly-owned corporations (also known as crown or government-owned corporations that manage major infrastructure and associated services) in a region.

### Service Provision in Leduc County

ICF Category	Municipal	Intermunicipal with Others	Intermunicipal between Leduc County and Town of Thorsby	Third-Party
<b>Transportation</b>	1. Road Maintenance, Snow Plowing, Graveling		1. Road Maintenance, Snow Plowing, Graveling	1. Transit
<b>Water/Wastewater</b>	1. Water 2. Wastewater	1. Water	1. Wastewater	1. Water 2. Wastewater



ICF Category	Municipal	Intermunicipal with Others	Intermunicipal between Leduc County and Town of Thorsby	Third-Party
	3. Bulk Water Sales			
<b>Solid Waste</b>	1. Solid Waste Collection 2. Recycling 3. Transfer Stations	1. Recycling 2. Transfer Stations	1. Transfer Station	1. Landfill 2. Recycling
<b>Emergency Services</b>	1. Fire	1. Fire 2. Mutual Aid 3. Emergency Response Plan 4. Disaster Services	1. Fire	1. Police 2. Ambulance
<b>Recreation</b>		1. Athletic Complex 2. Programs 3. Administration 4. Athletic Fields 5. Library 6. Cultural 7. Community Program Centre 8. Agricultural Society Hall	1. Athletic Complex 2. Programs 3. Athletic Fields 4. Library	
<b>Other Services that Benefit Residents</b>	1. Bylaw Enforcement 2. Animal Control 3. Information Technology 4. Geographic Information Systems 5. Engineering 6. Family & Community Support Services 7. Tax Assessment 8. General Purchasing & Procurement 9. Communication & Public Engagement 10. Asset Management Plan 11. Development Permits	1. Weed Control 2. Safety Codes Inspection & Permitting 3. Airport 4. Family & Community Support Services 5. Assessment Review Board 6. Public Works	1. Weed Control 2. Family & Community Support Services 3. Assessment Review Board	1. Affordable Housing / Seniors Housing 2. Gas 3. Airport 4. Geographic Information Systems



ICF Category	Municipal	Intermunicipal with Others	Intermunicipal between Leduc County and Town of Thorsby	Third-Party
	12. Safety Codes Inspection & Permitting 13. Planning 14. Subdivision Development & Appeal 15. Legislative 16. Legal 17. Election 18. Weed Control 19. Drainage Projects 20. Pest Control 21. Rural Roadside Mowing 22. Rental Equipment 23. Economic Development			

### Service Provision in the Town of Thorsby

ICF Category	Municipal	Intermunicipal with Others	Intermunicipal between Leduc County and Town of Thorsby	Third-Party
<b>Transportation</b>	1. Road Maintenance, Snow Plowing, Graveling		1. Road Maintenance, Snow Plowing, Graveling	
<b>Water/Wastewater</b>	1. Water 2. Wastewater 3. Bulk Water Sales		1. Wastewater	
<b>Solid Waste</b>	1. Solid Waste Collection 2. Recycling		1. Transfer Station	1. Landfill
<b>Emergency Services</b>		1. Public Works Shop	1. Fire	1. Police 2. Ambulance
<b>Recreation</b>	1. Athletic Fields 2. Trails 3. Playgrounds 4. Community Hall 5. Programs 6. Athletic Complex 7. Cultural		1. Athletic Complex 2. Programs 3. Athletic Fields 4. Library	1. Library 1. Campgrounds 2. Athletic Fields



ICF Category	Municipal	Intermunicipal with Others	Intermunicipal between Leduc County and Town of Thorsby	Third-Party
<b>Other Services that Benefit Residents</b>	<ol style="list-style-type: none"> <li>1. Economic Development</li> <li>2. Family &amp; Community Support Services</li> <li>3. Communication &amp; Public Engagement</li> <li>4. Asset Management Plan</li> <li>5. Development Permits</li> <li>6. Planning</li> <li>7. Subdivision Development &amp; Appeal</li> <li>8. Legislative</li> <li>9. Election</li> <li>10. Census</li> <li>11. Information Technology</li> <li>12. Engineering</li> <li>13. Tax Assessment</li> <li>14. Safety Codes Inspection &amp; Permitting</li> <li>15. Legal</li> <li>16. Pest Control</li> <li>17. General Purchasing &amp; Procurement</li> </ol>	<ol style="list-style-type: none"> <li>1. Family &amp; Community Support Services</li> <li>2. Assessment Review Board</li> <li>3. Communication &amp; Public Engagement</li> </ol>	<ol style="list-style-type: none"> <li>1. Weed Control</li> <li>2. Family &amp; Community Support Services</li> <li>3. Assessment Review Board</li> </ol>	<ol style="list-style-type: none"> <li>1. Affordable Housing / Seniors Housing</li> <li>2. Electricity</li> <li>3. Gas</li> <li>4. Broadband</li> </ol>

## 10. EXISTING COOPERATION

- a) Leduc County and the Town of Thorsby have agreements to provide the following services to residents and ratepayers (as of the date of Bylaw adoption):
- i. **Transportation:** Leduc County and the Town of Thorsby have an agreement in place for maintenance of identified roads within the Town of Thorsby.
  - ii. **Emergency Services:** Leduc County and the Town of Thorsby have an agreement in place for the provision of fire services to the Town of Thorsby by Leduc County.
  - iii. **Emergency Services:** Leduc County and the Town of Thorsby have an agreement in place for the transfer of fire hall property.



- iv. **Recreation:** Leduc County and the Town of Thorsby have an agreement in place for the provision of recreation and library services to Leduc County by the Town of Thorsby.
  - v. **Wastewater:** Leduc County and the Town of Thorsby have an agreement in place for wastewater services.
  - vi. **Other:** Leduc County and the Town of Thorsby have an agreement in place for a regional family and community support services agreement with other municipal members.
  - vii. **Other:** Leduc County and the Town of Thorsby have an agreement in place for a regional assessment review board with other municipal members.
  - viii. **Other:** Leduc County and the Town of Thorsby have an agreement in place for weed control services for the Town of Thorsby by Leduc County.
  - ix. **Other:** Leduc County and the Town of Thorsby have an agreement in place for transfer station service for the Town of Thorsby by Leduc County.
- b) Where any of the above agreements have lapsed, the Committee may desire to review and renew agreements.

## 11. INTERMUNICIPAL DEVELOPMENT PLAN

- a) The Municipalities have adopted an Intermunicipal Development Plan, by bylaw, in accordance with the MGA.
- b) The Intermunicipal Development Plan will be reviewed a minimum of every four years, at the request of one or both of the Municipalities, or in conjunction with the review of the ICF.

## 12. INDEMNITY

- a) The Town of Thorsby 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 the Town of Thorsby, its employees or agents in the performance of this Agreement.
- b) Leduc County shall indemnify and hold harmless the Town of Thorsby, 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.

## 13. DISPUTE RESOLUTION

- a) The Town of Thorsby and Leduc County agree that it is important to avoid any dispute by ensuring that the intent of the Framework is followed and, if there are any disagreements as to the interpretation and application of this Framework or any agreements hereto that do not have a dispute resolution mechanism specified within them, the following binding dispute resolution mechanism, will be implemented.



As agreements are renegotiated over time, it is the intent that all agreements which are contained within the Framework will follow this dispute resolution process.

To satisfy this requirement and to ensure that the principles of fairness and due process are respected, a dispute or disagreement resolution process consisting of seven stages has been established.

- b) If there is a disagreement regarding matters outlined in the Framework, they shall be addressed and resolved at any of the stages of the dispute resolution process outlined as follows:

#### **Stage 1 – Notice of Dispute**

- i. When a party believes there is a dispute under the Framework and wishes to engage in dispute resolution, the party must give written notice of the matters under dispute to the other parties.

#### **Stage 2 – Municipal Administrative Communication**

- i. Administration from the Municipalities shall meet and attempt to resolve the issue/concern. If no resolution can be agreed upon, the issue shall be advanced to the Committee.

#### **Stage 3 – Intermunicipal Committee Review**

- i. If the disagreement is moved forward to the Committee, a meeting of all members of the Committee shall be set within 21 days from the time of referral from the Municipal Administration review.
- ii. After careful consideration of the facts and points of view, the Committee may:
- a) Request additional information to assist in its deliberations;
  - b) If possible, agree on a consensus position of the Committee in support of or in opposition to the proposal, to be presented to both municipal councils; or
  - c) Conclude that no consensus can be reached at the Committee level. If agreed to, a facilitator may be employed to help the Committee work toward a consensus position. If consensus cannot be reached, an informal joint council meeting shall be held.

#### **Stage 4 – Informal Joint Council Meeting**

- i. Where a dispute cannot be resolved to the satisfaction of the Committee after 30 calendar days, the dispute will be referred to the mayor and council of the Municipalities.

#### **Stage 5 – Mediation Process**

- i. Prior to the initiation of the mediation process, the municipalities shall:
- a) Appoint an equal number of representatives, up to a maximum of three each, to participate in the mediation process;
  - b) Engage a mediator agreed to by the municipalities at equal cost to each municipality; and



- c) Approve a mediation process and schedule.
- ii. If the dispute cannot be resolved through negotiations, the representatives must appoint a mediator to attempt to resolve the dispute by mediation.
- iii. The initiating party must provide the mediator with an outline of the dispute and any agreed statement of facts.
- iv. The parties must give the mediator access to all records, documents, and information that the mediator may reasonably request.
- v. The parties must meet with the mediator at such reasonable times as may be required and must, through the intervention of the mediator, negotiate in good faith to resolve their dispute.
- vi. All proceedings involving a mediator are without prejudice, and, unless the parties agree otherwise, the cost of the mediator must be shared equally between the parties.
- vii. At the conclusion of the mediation process, the mediator will submit a report to both councils for consideration. The mediator's report and recommendations are not binding on the Municipalities and would be subject to the approval of both councils.
- viii. If both councils agree to the mediation report recommendation, then the applicant municipality would take the appropriate actions to address the disputed matter.

#### **Stage 6 – Optional Informal Arbitration**

- i. If the Municipalities cannot reach agreement through mediation, an arbitrator may be appointed to produce a binding or non-binding decision. The Municipalities are not required to abide by this decision.

#### **Stage 7 – Binding Arbitration**

- i. If optional municipally agreed to arbitration is unsuccessful, the Municipalities must forward a copy of the issue and work completed to the Minister of Municipal Affairs with a request to the Minister to appoint an arbitrator.
- ii. In appointing an arbitrator, the Minister may place any conditions on the arbitration process as the Minister deems necessary.
- iii. The Municipalities will follow the Arbitration Process and subsequent steps as outlined in the "Model Default Dispute Resolution Provisions" Schedule of the Intermunicipal Collaboration Framework Regulation AR 191/2017 and the MGA.



# 14. CORRESPONDENCE

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

i. In the case of Leduc County to:

**Leduc County  
1101 5<sup>th</sup> Street  
Nisku, AB T9E 2X3**

Attention: Chief Administrative Officer

ii. In the case of the Town of Thorsby to:

**Town of Thorsby  
4917 Hankin Street, Box 297  
Thorsby, Alberta, T0C 2P0**

Attention: Chief Administrative Officer

# 15. AUTHORIZATIONS

Signed and dated on:

\_\_\_\_\_  
Signature of XX  
Mayor, Leduc County

\_\_\_\_\_  
Signature of XX  
Mayor, Town of Thorsby

\_\_\_\_\_  
Signature of XX  
CAO, Leduc County

\_\_\_\_\_  
Signature of XX  
CAO, Town of Thorsby

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## Appendix A POTENTIAL FUTURE PROJECTS, SHARED SERVICES, OR AGREEMENTS

1. The Municipalities have identified that the following items will be explored in further detail after the adoption of this Intermunicipal Collaboration Framework:
  - a) Regional Transit;
  - b) Regional Safety Codes Inspection and Permitting;
  - c) Regional Broadband;
  - d) Water/Bulk Water;
  - e) Economic Development;
  - f) Animal Control Bylaw Enforcement;
  - g) Regional Subdivision and Development Appeal Board;
  - h) Thorsby Community Hall; and
  - i) General Purchasing and Procurement.



## SCHEDULE I - EXISTING SERVICE DELIVERY AGREEMENTS

The Municipalities have worked collaboratively in the past with the following agreements in place to serve residents of both municipalities:

Service Category	Year	Name of Agreement	File Number	Lead Municipality	Funding Arrangement
<b>Transportation</b>	2008	Road Maintenance Agreement		Leduc County	
<b>Emergency</b>	2014	Fire Services Agreement		Leduc County	Municipal contributions
<b>Recreation</b>	2008	Recreation, Library and Cultural Services Cost Sharing Agreement		Town of Thorsby	Municipal contributions
<b>Other</b>	2017	Regional Family and Community Support Services Agreement			
<b>Other</b>	2018	Assessment Review Board Agreement		Leduc County	
<b>Other</b>		Weed Control Agreement		Leduc County	
<b>Other</b>	2011	Sunnybrook transfer Station Service	20215	Leduc County	
<b>Emergency</b>	2004	Agreement for Transfer of Fire Hall Property/Public Works Building	0420-T08	Leduc County	
<b>Water/Wastewater</b>	2009	Wastewater Services Agreement		Leduc County	

As new agreements are negotiated, they will be added to this list.

