

BYLAW NO. 22-19
LEDUC COUNTY

A BYLAW OF LEDUC COUNTY, IN THE PROVINCE OF ALBERTA, TO ADOPT THE INTERMUNICIPAL COLLABORATION FRAMEWORK BETWEEN LEDUC COUNTY AND THE SUMMER VILLAGE OF SUNDANCE BEACH.

WHEREAS

Section 708.28(1) of the *Municipal Government Act*, being Chapter M-26 of the Statutes of Alberta, as amended, states that municipalities that have common boundaries must create a framework with each other;

Leduc County and the Summer Village of Sundance Beach have worked collaboratively on the preparation of an Intermunicipal Collaboration Framework between both municipalities; and

Leduc County deems it desirable and appropriate to adopt the Intermunicipal Collaborative Framework between Leduc County and the Summer Village of Sundance Beach.

NOW THEREFORE,

be it resolved that the Council of Leduc County, duly assembled, hereby enacts as follows:

1. That the attached Schedule A – “Intermunicipal Collaboration Framework between Leduc County and the Summer Village of Sundance Beach” is hereby adopted.
2. That Bylaw No. 22-19 shall come into force and effect upon the third reading by Leduc County Council and shall remain in force until repealed or amended.

Read a first time this 27th day of August, A.D., 2019.

Read a second time this 27th day of August, A.D., 2019.

Read a third time with the unanimous consent of the Council Members present and finally passed this 27th day of August, A.D., 2019.



MAYOR



COUNTY MANAGER



Intermunicipal Collaboration Framework

Leduc County and the Summer Village of Sundance Beach

Tuesday, August 20, 2019

Table of Contents

Preamble	1
1. Purpose	1
2. Signatories	1
3. Definitions	1
4. Terms and Conditions	2
5. Intermunicipal Collaboration Committee	3
6. Future Projects, Shared Services, and Agreements.....	3
7. The Role of Council and Administration	4
8. Overview of Municipal Services	5
9. Existing Intermunicipal Cooperation	8
10. Land-Use.....	8
11. Indemnity.....	8
12. Dispute Resolution	8
13. Correspondence.....	10
14. Authorizations	10
Appendix A: Potential Future Projects, Shared Services, and Agreements	11
Schedule I: Existing Service Delivery Agreements.....	12

Preamble

WHEREAS, Leduc County and the Summer Village of Sundance Beach 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 Leduc County and the Summer Village of Sundance Beach.
- b) The terms “Signatory”, “Party”, “Partner” and “Municipality” may be used interchangeably in this agreement and refers to Leduc County and the Summer Village of Sundance Beach.

3. Definitions

- a) For the purposes of this Framework, the following terms shall have the meanings below assigned to them:
 - i. **“Capital Costs”** means expenses related to developing or obtaining infrastructure or other hard assets such new facilities /equipment, expansions to existing facilities/equipment, and intensification of use of existing facilities.
 - ii. **“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.
 - iii. **“Committee”** means Intermunicipal Collaboration Committee as defined in Section 5 of this Agreement.
 - iv. **“Framework”** or **“Agreement”** may be used interchangeably in this document and means this agreement including all Appendices and Schedules hereto.
 - v. **“Intermunicipal Development Plan”** in this agreement means the Intermunicipal Development Plan filed for Leduc County and the Summer Village of Sundance Beach.
 - vi. **“Intermunicipal 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.

- vii. **“Lead”** refers to the municipality or organization assigned to organize or administer the day-to-day operations of a specific intermunicipal initiative.
- viii. **“Municipal 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.
- ix. **“Mutual Benefit”** means parties are respected as independent jurisdictions and in an agreed upon situation both parties gain value.
- x. **“Operating Costs”** means expenses related to the day-to-day maintenance and administration (i.e. operation) of assets or services.
- xi. **“Services”** or **“In Scope Services”** means services that both parties may consider for joint cost sharing or management.
- xii. **“Service delivery agreement”** means a legally binding agreement such as a Contract, Agreement or Memorandum of Understanding that outlines cost-sharing, management of new arrangements, and is signed by both parties.
- xiii. **“Third-Party Provision”** refers to municipal services provided through an agreement with a non-municipal independent entity. This refers to those services that are offered through regional 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.
- xiv. **“Year”** means the calendar year beginning on January 1st and ending on December 31st.

4. Terms and Conditions

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 matching ICF bylaws by both municipalities.

Review

- b) It is agreed to by the parties that the Intermunicipal Committee shall meet at least once every five years commencing no later than 2023 to review the terms and conditions of the agreement, or upon request by either party.
- c) At the request of one or both partner municipalities, this ICF may be reviewed in conjunction with the review of the Intermunicipal Development Plan.

Amendments

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

5. Intermunicipal Collaboration Committee

- a) Leduc County and the Summer Village of Sundance Beach agree to create a recommending body known as the Inter-municipal 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 County residents, except matters where other current operating structures and mechanisms are operating successfully.
- c) The Committee shall consist of four members, being two members of Council from each municipality.
- d) The Chief Administrative Officers will be the advisory staff to the Committee and responsible to develop agendas and recommendations on all matters. They 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 consent of the Committee.
- f) Parties will give 30 calendar days of a notice for a meeting. Meeting requests will be directed to the Chief Administrative Officer 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 provisions under:
 - i. Emergency Management
 - ii. Recreation
 - iii. Solid Waste Management
 - iv. Transportation
 - v. Water and Wastewater Management
 - vi. Other services that benefit residents

6. Future Projects, Shared Services, and Agreements

- a) The Intermunicipal Committee will be the forum used to review and negotiate the terms of future intermunicipal arrangements between the partner municipalities including mutual aid, shared management or joint-use, and cost sharing agreements.
- b) 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.
- c) When either municipality seeks to pursue a new project and/or initiative with the other party, the initiating Chief Administrative Officer, or designate, will notify the other Chief Administrative Officer, or designate. The initial written notification should include a general description of the project, available cost estimates, and timing of expenditures.
- d) An Intermunicipal Committee meeting must be held within 30 calendar days, unless both Chief Administrative Officers agree otherwise. Subsequent meetings may be scheduled, as needed.
- e) The following criteria may be used by the Committee to assess the desirability of participating and funding new intermunicipal initiatives:
 - 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 costs (e.g. capital and operating) for new capital projects;
 - v. Projected utilization by residents of both municipalities; and
 - vi. Municipal debt limit.
- f) The Committee will provide a recommendation for approval to the councils of the partner municipalities.
- g) Where a Committee recommendation for cost sharing, joint-use or shared management agreement on any of the items identified as "in scope services" is accepted by both municipalities, a service agreement shall be required to be developed on that specific item. When developing service agreements, the Committee shall:
- i. clearly identify which municipality will lead service delivery for the service(s) discussed.
 - 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. service delivery.
 - v. set out a process for discontinuing the service provided if one or both municipalities wish to discontinue in the service delivery.
- h) 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.
- i) In the event that the Committee is unable to reach an agreement, the dispute shall be dealt with through the dispute resolution mechanisms outlined within Section 13 of this document.
- j) Both 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. 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 each Chief Administrative Officer, 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.

8. Overview of Municipal Services

- a) Leduc County and the Summer Village of Sundance Beach 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 municipally, with their current respective municipal partners, and third-party bodies.
- c) The listings on the following pages indicate which services are provided independently by a municipality inter-municipally, or indirectly to residents and ratepayers in each municipality party to this agreement.

“Municipal 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 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 Provision” refers to municipal services provided through an agreement with a non-municipal independent entity. This refers to those services that are offered through regional 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 the SV of Sundance Beach	Third-Party
Emergency	1. Fire and Rescue	1. Fire and Rescue 2. Major Mutual Aid 3. Special Constable Services		1. Police 2. Ambulance
Recreation	1. Park / Playground Sites 2. Nisku Recreation Centre	1. Athletic Complex 2. Programs 3. Administration 4. Athletic Fields 5. Library 6. Cultural 7. Agricultural Society Hall		
Solid Waste	1. Solid Waste Collection 2. Transfer Stations	1. Recycling 2. Transfer Stations	1. Transfer Station	1. Landfill 2. Recycling
Transportation	1. Roads, Paths and Trails	1. Road Maintenance		1. Transit
Water / Wastewater	1. Water 2. Wastewater 3. Bulk Water Sales 4. Watershed Management	1. Water 2. Wastewater		1. Water 2. Wastewater
Other Services that Benefit Residents	1. Bylaw Enforcement 2. Animal Control 3. Information Technology 4. Geographic Information Systems 5. Engineering 6. Family and Community Support Programs 7. Tax Assessment 8. General Purchasing and Procurement 9. Communication and Public Engagement 10. Asset Management 11. Development Permits 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 Landscaping Maintenance 22. Rental Equipment 23. Economic Development	1. Weed Control 2. Safety Codes Inspection and Permitting 3. Airport 4. Family and Community Support Programs 5. Assessment Review Board		1. Affordable Housing / Seniors Housing 2. Natural Gas Distribution 3. Electricity Distribution 4. Airport 5. Economic Development 6. Geographic Information Systems

*Shaded areas = No services to list at this time.

Service Provision in the Summer Village of Sundance Beach.

ICF Category	Municipal	Intermunicipal with Others	Intermunicipal Between Leduc County and the SV of Sundance Beach	Third-Party
Emergency		<ol style="list-style-type: none"> 1. Fire and Rescue Services 2. Major Mutual Aid 		<ol style="list-style-type: none"> 1. Enhanced Police (Pending) 2. Regional Emergency Management 3. Regional Emergency Operation Centre
Recreation				
Solid Waste	<ol style="list-style-type: none"> 1. Solid Waste Collection 		<ol style="list-style-type: none"> 1. Transfer Station 	
Transportation	<ol style="list-style-type: none"> 1. Roads, Paths and Trails 			
Water/Wastewater		<ol style="list-style-type: none"> 1. Watershed Management 		
Other Services that Benefit Residents	<ol style="list-style-type: none"> 1. Administration 2. Community Hall 3. Landscaping Maintenance 4. Bylaw Enforcement (Pending) 			<ol style="list-style-type: none"> 1. Assessment Review Board 2. Electricity Distribution 3. Natural Gas Distribution

* Shaded areas = No services to list at this time.

9. Existing Intermunicipal Cooperation

- a) Leduc County and the Summer Village of Sundance Beach have agreements to provide the following services to residents and ratepayers:
 - i. Transfer Station Access: The Summer Village of Sundance Beach has an agreement in place with Leduc County as of 2010 for to access to Sunnybrook Transfer Station in the County.
- b) Where any of the above agreements have lapsed, the Committee may desire to review and renew agreements. As agreements are renegotiated, they are to be subject to the ICF processes and should incorporate the criteria identified under Sections 7 and 13, as applicable.
- c) Funding arrangements for these agreements are identified in Schedule I of this Framework and can be updated as required.

10. Land-Use

- a) Matters of a land use and development nature impacting both municipalities shall be guided by policies set out in the Intermunicipal Development Plan between the parties.
- b) Where policies may not be covered by an Intermunicipal Development Plan, parties shall refer to policies in their respective municipal development plans and other statutory plans.

11. Indemnity

- a) Leduc County shall indemnify and hold Summer Village of Sundance Beach, 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.
- b) Summer Village of Sundance Beach 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 Summer Village of Sundance Beach, its employees or agents in the performance of this Agreement.

12. Dispute Resolution

- a) Leduc County and the Summer Village of Sundance Beach commit to resolving any disputes that may arise in the interpretation and application of this ICF, or any agreements hereto, in a non-adversarial and cost-efficient manner.
- b) Both parties shall make all reasonable efforts to provide, without prejudice, open and timely disclosure of relevant facts, information and documents to facilitate resolution of a dispute.
- c) Where any existing service delivery agreements do not contain a specified dispute resolution mechanism, the following process will apply.
- d) All Intermunicipal disputes that involve development, subdivision or planning matters shall follow the agreed to processes outlined in the Intermunicipal Development Plan between the parties and the *Municipal Government Act*. In situations where the approved Intermunicipal Development Plan conflicts with the *Act* as it pertains to intermunicipal disputes, provisions in the *Municipal Government Act* shall prevail.
- e) If this Dispute Resolution Process is invoked, the parties shall continue to fulfill their obligations under the Agreement until such a time as the following stages of the Dispute Resolution process is complete:
 - i. **Municipal Administration**

- (1) Any dispute arising out of the implementation of this Agreement will first be addressed by informal negotiation by the administrative designates in both municipalities.
- (2) Where a resolution cannot be agreed upon after thirty (30) calendar days, the dispute will be advanced by written notice to the Chief Administrative Officers of both municipalities to attempt to resolve the issue through informal or formal negotiations.

ii. Intermunicipal Committee

- (1) Where a resolution cannot be agreed upon by both Chief Administrative Officers after thirty (30) calendar days, the dispute will be referred to the Intermunicipal Committee.
- (2) A meeting of the Intermunicipal Municipal Committee meeting shall be held within 21 days from receiving the referral.
- (3) The Committee may:
 - (a) Request additional information to assist in finding a resolution through a Committee deliberation.
 - (b) Agree to employ a facilitator to support the Committee in finding a resolution through a Committee deliberation.

iii. Joint Council Meeting

- (1) 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 Mayor and Council of both Municipalities.
- (2) An informal joint Council meeting will be mutually set by both Councils.

iv. Mediation

- (1) Where a dispute cannot be resolved to the satisfaction of both Councils, the parties will seek the assistance of a mutually acceptable mediator. The timelines at the mediation stage will be determined in consultation with the agreed upon mediator.
- (2) The costs of mediation shall be shared equally between the parties.

v. Mutually Agreed upon Arbitration

- (1) Where a dispute cannot be resolved through the assistance of mediation, Leduc County and Summer Village of Sundance Beach will seek the assistance of a mutually acceptable arbitrator.
- (2) The timelines will be determined in consultation with the agreed upon arbitrator.

vi. Minister Appointed Arbitration

- (1) In the event that a dispute cannot be resolved through steps outlined above and/or failing to mutually agree upon an arbitrator, either party may apply to the Minister of Municipal Affairs to appoint an arbitrator whose decision shall be final and binding upon both parties.

13. Correspondence

a) Written notices under this Agreement will be considered to have been sufficiently given if delivered by hand, by mail, or transmitted by electronic transmission (e-mail) to the contact information of each party set out below:

i. In the case of Leduc County to:

Leduc County
1101 – 5th Street
Nisku, AB T9E 2X3

Attention: Chief Administrative Officer
Email: TBD

ii. In the case of the Summer Village of Sundance Beach to:

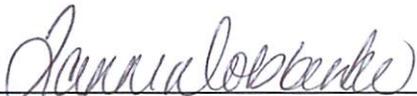
Summer Village of Sundance Beach
RR #1 South, Site 1, Box 28
Thorsby, AB T0C 2P0

Attention: Chief Administrative Officer
Email: TBD

14. Authorizations

a) The parties to this Framework through their duly authorized representatives have executed this Framework, as of the date noted under Section 4a, and certify that they have read, understood, and agreed to the terms and conditions of this Framework as set forth herein.

Signed and dated on:



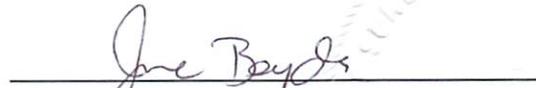
Signature of Tanni Doblanko
Mayor, Leduc County



Signature of Peter Pellatt
Mayor, Summer Village of Sundance Beach



Signature of Duane Coleman
CAO, Leduc County



Signature of June Boyda
CAO, Summer Village of Sundance Beach

October 17, 2019

Date

October 17, 2019

Date

Appendix A: Potential Future Projects, Shared Services, and Agreements

- 1) Following the adoption of the Framework, the ICF Committee will explore these potential projects, shared services, or agreements on behalf of the partner municipalities:
 - a) Renewal of Agreement: Use of Mission Transfer Station
 - b) By-law Enforcement Services
 - c) Public Access to the Lake

Schedule I: Existing Service Delivery Agreements

A. The following agreements are in place between the partner municipalities:

ICF Category	Name of Agreement	Year	File Number	Lead Municipality	Funding Arrangement
Solid Waste	Use of Mission Transfer Station	2017	N/A	Leduc County	Fee for Service