

Intermunicipal Collaboration Framework

Between

Leduc County

and

The County of Wetaskiwin No. 10

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WHEREAS, Leduc County and the County of Wetaskiwin No. 10 share a common border; and

WHEREAS, Leduc County and the County of Wetaskiwin No. 10 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 the 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 Leduc County and the County of Wetaskiwin No. 10 that the Intermunicipal Committee shall meet at least once every four years commencing no later than 2022 to review the terms and conditions of the agreement.

C. INTERMUNICIPAL COOPERATION

- 1) Leduc County and the County of Wetaskiwin No. 10 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 Leduc 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.

E. MUNICIPAL SERVICES

- 1) Leduc County and the County of Wetaskiwin No. 10 have agreed that the best and most efficient way to provide services to residents is to continue to provide the services through the various arrangements that each County currently has with their respective neighbours.
- 2) Leduc County and the County of Wetaskiwin No. 10 have agreed that each County will provide the following services for their residents:
 - Leduc County
 - Transportation
 - Water and Wastewater
 - Solid Waste
 - Emergency Services
 - Recreation
 - County of Wetaskiwin No. 10
 - Transportation
 - Water and Wastewater
 - Solid Waste
 - Emergency Services

- Recreation
- 3) Leduc County and the County of Wetaskiwin No. 10 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:
- 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
 - The County of Wetaskiwin No. 10 has agreements with their urban partners to provide the following services:
 - Affordable Housing services are provided independently by both Counties. The County of Wetaskiwin No. 10 utilizes the Wetaskiwin and Area Lodge Authority as a third-party provider.
 - Cemetery;
 - Economic Development;
 - Family and Community Support Services;
 - Fire;
 - Land Use Planning;
 - Library;
 - Recreation and culture;
 - Water and Wastewater
- 4) Leduc County and the County of Wetaskiwin No. 10 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:
 - Leduc County and the County of Wetaskiwin No. 10, with urban partners, have agreements in place to aid in the event of emergencies:
 1. Fire Protection agreement between Leduc County, the County of Wetaskiwin No. 10 and East West Millet Rural Fire Department Society dated the 1st day of January 2003.
 2. Mutual Aid Fire Agreement between the Leduc County, the County of Wetaskiwin No. 10, and Mulhurst Bay Fire Department dated the 1st Day of November 2007.
- Recreation:
 - Leduc County and the County of Wetaskiwin No. 10, jointly with several urban municipalities are members of regional library systems to provide Library services. Leduc County and the County of Wetaskiwin No. 10 are both part of the Yellowhead Regional Library System. Both municipalities have additional funding agreements with their urban municipalities to provide library facilities and services.
 - Recreational facility services are provided independently by both Counties in partnership with their respective urban municipalities.
- Additional Municipal Services:
 - Administration services are primarily provided independently by both Counties. However, the Counties have collaborated on the following agreements in respect to staffing for agricultural programming:
 1. Environmental Funding Stream of the Agricultural Services Board Program Agreement for Sustainable Agricultural effective January 1, 2014 until December 31, 2016 with possible extensions.
 2. Agricultural/Agronomy Services Agreement dated the 18th Day of December 2015. In conjunction with the Agricultural/Agronomy Service Agreement the County of Wetaskiwin No. 10 and ALUS Canada Inc. have a Memorandum of Understanding dated December 15, 2015.
 - 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.
 - 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 Leduc County and the County of Wetaskiwin No. 10. All known Joint Use Agreements are referenced within this ICF.
- Land Use Planning Services are provided independently by both Counties. Leduc County utilizes in-house planning staff. The County of Wetaskiwin No. 10 utilizes the third-party provider, West Central Planning Agency.
- 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.
- Leduc County and the County of Wetaskiwin No. 10 have a memorandum of agreement dated the 8th day of February 2017 in regards the Wizard Lake Stabilization Project. This agreement contains cost-sharing for annual operation and maintenance costs for the Wizard Lake Stabilization Project.
- Leduc County and the County of Wetaskiwin No. 10 entered into an Intermunicipal Development Plan in 2017, in accordance with the Municipal Government Act. The Intermunicipal Development Plan will be reviewed in conjunction with the Intermunicipal Collaborative Framework.

J. FUTURE PROJECTS & AGREEMENTS

- 1) In the event that either County initiates the development of a new project and/or service that may require a new 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 that 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.

K. INDEMNITY

- 1) The County of Wetaskiwin No. 10 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 County of Wetaskiwin No. 10, its employees or agents in the performance of this Agreement.
- 2) Leduc County shall indemnify and hold harmless the County of Wetaskiwin No. 10, 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.

L. 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, Leduc County and the County of Wetaskiwin No. 10 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.

M. CORRESPONDENCE

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

a. In the case of Leduc County to:

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

b. In the case of the County of Wetaskiwin No. 10 to:

**County of Wetaskiwin No. 10
c/o Chief Administrative Officer
Box 6960
Wetaskiwin, AB T9A 2G5**

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