

# **Intermunicipal Collaboration Framework**

**Red Deer County**

**and**

**The City of Red Deer**



**Red Deer County**  
Bylaw 2021/4  
Adopted March 23, 2021



**City of Red Deer**  
Bylaw 3670/2021  
Adopted March 29, 2021

**WHEREAS**, Red Deer County and The City of Red Deer share common borders; and

**WHEREAS**, Red Deer County and The City of Red Deer share common interests and are desirous of working together to provide services to their residents; and

**WHEREAS**, the *Municipal Government Act* stipulates that Municipalities that have a common boundary must create an Intermunicipal Collaboration Framework with each other that describes the services to be provided under it that benefit residents in more than one of the municipalities that are parties to the framework.

**NOW THEREFORE**, by mutual covenant of both Municipalities it is agreed as follows:

## **1 TERM AND REVIEW**

(1) In accordance with the *Municipal Government Act*, this Intermunicipal Collaboration Framework shall come into force on the passing of a bylaw or a resolution that contains the Framework by both Municipalities.

(2) This Framework may be amended by agreement of both Municipalities unless specified otherwise in this Framework.

(3) It is agreed by the Municipalities that the Regional Collaboration Committee shall review the terms and conditions of the Framework at least once every five years, commencing no later than 2026.

(4) It is agreed by the Municipalities that the Regional Collaboration Committee will meet at least once a year. Additional meetings can be requested at any time by committee members through their respective Chief Administrative Officer (CAO).

## **2 GOVERNANCE BODY**

(1) The Regional Collaboration Committee is the forum for Intermunicipal Collaboration Framework discussions, future amendments, and review considerations.

## **3 INTERMUNICIPAL COOPERATION**

(1) The Joint Administrative Protocol established in the Intermunicipal Development Plan will be the forum used from time to time for generalized administrative discussions not covered by subsection 7(1).

#### **4 GENERAL TERMS**

(1) Both Municipalities agree that in consideration of the service agreements outlined in section **5 INTERMUNICIPAL SERVICES** that residents of the Municipalities will be afforded the opportunity to have access to the services outlined in the agreements.

(2) Both Municipalities agree there are significant regional collaboration matters that will continue to be worked on by the Regional Collaboration Committee including, but not limited to,

- (a) the Red Deer Regional Airport,
- (b) Westerner Park, and
- (c) social issues.

#### **5 INTERMUNICIPAL SERVICES**

The Municipalities have a history of working together to provide municipal services to the residents on an intermunicipal basis, with the following services being provided directly or indirectly to their residents:

##### **(1) Transportation Services**

- (a) Inter-municipal Transit Bus and Action Bus Service Agreement between the Municipalities was originally entered into on the 26<sup>th</sup> day of August, 2009 (as amended from time to time) to operate Transit Services to Gasoline Alley, Springbrook, and a two-year pilot to the Towns of Penhold and Innisfail. This agreement is in effect until August 2028. The City of Red Deer is the Managing Partner. Cost sharing is done at a full cost recovery basis.

##### **(2) Water and Wastewater Services**

- (a) Water Supply Agreement between the Municipalities was originally entered into on the 26<sup>th</sup> day of August, 2004 (with amending agreements in 2013 and 2016) to supply water to areas within Red Deer County. This agreement is in effect until August 26, 2034. The City of Red Deer is the Managing Partner. Rates are determined annually.

- (i) Through the negotiation of this Intermunicipal Collaboration Framework, the Municipalities agree to develop and implement regional conservation standards for water consumption.

##### **(3) Emergency Services**

- (a) Mutual Assistance Agreement between the Municipalities was entered into on the 16<sup>th</sup> day of June 2017 that states Red Deer County agrees to provide emergency response services to The City of Red Deer and vice versa under the terms of the agreement. This agreement is in effect until June 16, 2027. As a mutual aid agreement there is no managing partner. Cost sharing is done on a location basis with the Municipality responsible for the emergency paying the costs.
- (b) Fire Dispatch Service Agreement was entered into on the 28<sup>th</sup> day of February 2020 and states Red Deer County pay an annual fee to The City of Red Deer and in return The City of Red Deer will provide fire dispatch service for calls originating within the Service Area. The agreement is effective until the end of the calendar year after the fifth anniversary of the Effective Date; December 31 2025. The City of Red Deer is the Managing Partner. Annual rates have been predetermined for the term of the agreement.
- (c) E9-1-1 Call Answer Service Agreement between the Municipalities was entered into on the 20<sup>th</sup> day of June 2003 to provide 9-1-1 call answer services for the citizens of Red Deer County. This agreement is automatically renewed every three years. The City of Red Deer is the Managing Partner. Cost sharing is done on a location basis with the Municipality responsible for the emergency paying the costs.

#### **(4) Recreation Services**

- (a) Fort Normandeau Parking Lease Agreement was entered into on the 19<sup>th</sup> day of October, 2009 (with an amending agreement in 2018) for the lease of land adjacent to Fort Normandeau for use as an overflow parking lot. This agreement is in effect until December 31, 2028. Red Deer County is the managing partner and The City of Red Deer is responsible for all ongoing care and maintenance costs.
- (b) Red Deer County and City of Red Deer Recreation Agreement was entered into on the 20<sup>th</sup> day of March 2020 and states that Red Deer County pays an annual fee to The City of Red Deer and in return County residents are provided access to The City's facilities and programs (recreational and cultural) at the same rate that is charged to City of Red Deer residents. This agreement is in effect until December 31, 2025. The City of Red Deer is the Managing Partner. Annual rates have been predetermined for the term of the agreement.
- (c) MacConnal Park Agreement was entered into the 25<sup>th</sup> day of September 2007 to provide information on ownership and maintenance responsibilities for park lands located in Red Deer County which were bequeathed to The City of Red Deer. This agreement is in effect

indefinitely. The City of Red Deer's Recreation, Parks and Culture Department is ultimately responsible for the agreement and all operations of the land and tax payments to Red Deer County in accordance with this agreement. The City of Red Deer has entered into a subsequent maintenance and grazing agreement with a private resident.

**(5) Community Services**

- (a) FCSS Multi-Municipal Operating Agreement was entered into the 2<sup>nd</sup> day of December 2014 to establish the joint governance of the Red Deer and District FCSS Board and The City of Red Deer as the fund administrator. This agreement is in effect until December 31, 2024. The City of Red Deer is the managing partner.
- (b) Funding Agreement between The City of Red Deer and Red Deer County / Benalto for Family and Community Support Services was entered into the 31 day of January 2018 for the funding support of an FCSS Community Worker through Provincial FCSS Grant funds set to expire the 31<sup>st</sup> day of December 2020. The City of Red Deer is the managing partner.
- (c) Funding Agreement between The City of Red Deer and Red Deer County / Springbrook for Family and Community Support Services was entered into the 31 day of January 2018 for the funding support of an FCSS Community Worker through Provincial FCSS Grant funds set to expire the 31<sup>st</sup> day of December 2020. The City of Red Deer is the managing partner.
- (d) Funding Agreement between The City of Red Deer and Red Deer County / West County for Family and Community Support Services was entered into the 31 day of January 2018 for the funding support of an FCSS Community Worker through Provincial FCSS Grant funds set to expire the 31<sup>st</sup> day of December 2020. The City of Red Deer is the managing partner.
- (e) Funding Agreement between The City of Red Deer and Red Deer County for Family and Community Support Services was entered into the 31 day of January 2018 for the funding support of an FCSS Community Facilitator through Provincial FCSS Grant funds set to expire the 31<sup>st</sup> day of December 2020. The City of Red Deer is the managing partner.

**(6) Assessment Complaints**

- (a) Agreement for Regional Assessment Review Services was entered into on the 22<sup>nd</sup> day of November 2011 (with amending agreements in 2015 and 2018) to establish the terms of membership for a joint Regional Assessment Review board for property assessment complaints for the residents of Partner Municipalities. The City of Red Deer and Red Deer County have passed bylaws to establish the joint Regional Assessment

Board (City of Red Deer Bylaw 3474/2014, as amended from time to time, and Red Deer County 2011/29, as amended from time to time). The Bylaws were adopted November 14, 2011 and November 15, 2011 respectively. This agreement does not have an end date. The managing partner is The City of Red Deer. All Partner Municipalities pay a membership fee, as well as any additional administration, board and legal fees associated with the processing of individual assessment complaints, to the managing partner on a cost recovery basis.

#### **(7) Intermunicipal Development Plan**

- (a) The Municipalities mutually adopted an Intermunicipal Development Plan on July 5, 2007 (Bylaw 2007/29 Red Deer County and Bylaw 3393/2007 The City of Red Deer, as amended from time to time) in accordance with the *Municipal Government Act*. The Intermunicipal Development Plan is based upon a shared vision of a future growth framework and reflects the mutual agreement on Growth Area for Red Deer County and The City of Red Deer. The Intermunicipal Development Plan does not have an end date. As mutually adopted bylaws there is no managing partner.
  - (i) Through the negotiations of this Intermunicipal Collaboration Framework, the Municipalities agree this ICF does not impede the ability to amend the Intermunicipal Development Plan at any time.
- (b) The Municipalities have established an Intermunicipal Subdivision and Development Appeal Board and Intermunicipal Disagreement Resolution Board via individual Bylaws (Bylaw 2012/27 on November 6, 2012, by Red Deer County and Bylaw 3408/2008 on May 5, 2008, by The City of Red Deer) to hear appeals from subdivision and development permit decisions made under the provisions of the Intermunicipal Development Plan. The adopted bylaws do not have end dates. The City of Red Deer is the Managing Partner. The Municipality requiring the Appeal Board is responsible for all costs associated with the Board hearing.

## **6 EXISTING AGREEMENTS**

**(1)** Except as noted in subsection 8(3) of this Framework, nothing in this Framework modifies the terms and conditions in the existing agreements between the Municipalities that have been listed in section **5 INTERMUNICIPAL SERVICES** of this Framework.

**(2)** The Municipalities acknowledge that in addition to the shared service agreements in place between the Municipalities, they each have independent agreements with other regional partners.

## **7 CAPITAL PARTNERSHIP, OPERATING AGREEMENTS AND SERVICE AGREEMENTS**

- (1)** In the event that either Municipality initiates the development of a new project and/or service or existing project and/or service that may require a new cost-sharing agreement, the initiating Municipality's Chief Administrative Officer will notify the other's Chief Administrative Officer in writing.
- (2)** The initial notification will include a general description of the project, estimated costs and timing of expenditures. The other party will advise if they have objections in principle to provide funding to the project and provide reasons. An opportunity will be provided to discuss the project at the Regional Collaboration Committee.
- (3)** Once either Municipality has received written notice of a new project, a Regional Collaboration Committee meeting must be held within thirty (30) calendar days of the date the written notice was received, unless both municipalities' Chief Administrative Officers agree otherwise.
- (4)** The Regional Collaboration Committee will be the forum used to discuss and review future and existing capital partnership, operating agreements and service agreements.
- (5)** Both Municipalities recognize that the decision to participate in or not participate in a project ultimately lies with the respective municipal councils.

## **8 DISPUTE RESOLUTION**

### *Preamble*

*The municipalities have existing agreements. Some of these existing agreements do not have a dispute resolution mechanism. If a dispute arises regarding these types of agreements, the dispute resolution mechanism in this Framework will apply, as outlined in subsection 3 herein.*

*The municipalities also have existing agreements that include a dispute resolution mechanism. The dispute resolution conditions in these agreements are the result of the negotiations by the parties to respond to the intricacies of these agreements. If a dispute arises regarding these types of agreements, the dispute resolution process within the agreement will apply as outlined in subsection 3 herein.*

*When developing future agreements, the municipalities, determined through the negotiation process, may choose to use either of these practices.*

**(1)** The Municipalities are committed to resolving any disputes in a non-adversarial, informal and cost-efficient manner.

**(2)** The Municipalities 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)** Where an existing intermunicipal agreement includes a binding dispute resolution process, the process in that existing intermunicipal agreement shall be used to resolve any dispute arising under that agreement. The dispute resolution outlined in this Framework shall be utilized in the case of disputes arising from intermunicipal agreements that do not include a dispute resolution process.

**(4)** If any dispute arises between the Municipalities regarding the interpretation, implementation or application of this Framework or any contravention or alleged contravention of this Framework, the dispute will be resolved through the binding Dispute Resolution Process outlined herein.

**(5)** In the event of a dispute, the Municipalities agree that they shall undertake a process to promote the resolution of the dispute in the following order:

- (a) negotiation;
- (b) mediation; and
- (c) binding arbitration.

**(6)** If the Dispute Resolution Process is invoked, the Municipalities shall continue to perform their obligations described in this Framework and the Agreements listed in the Framework until such time as the Dispute Resolution Process is complete.



**(7)** A party shall give written notice (“Dispute Notice”) to the other party of a dispute and outline in reasonable detail the relevant information concerning the dispute. Within thirty (30) days following receipt of the Dispute Notice, the Regional Collaboration Committee shall meet and attempt to resolve the dispute through discussion and negotiation, unless a time extension is mutually agreed by both municipalities’ Chief Administrative Officers. If the dispute is not resolved within sixty (60) days of the Dispute Notice being issued, the negotiation shall be deemed to have failed.

**(8)** If the Municipalities cannot resolve the dispute through negotiation within the prescribed time period, then the dispute shall be referred to mediation.

**(9)** Either party shall be entitled to provide the other party with a written notice (“Mediation Notice”) specifying:

- (a) The subject matters remaining in dispute, and the details of the matters in dispute that are to be mediated; and
- (b) The nomination of an individual to act as the mediator.

**(10)** The Municipalities shall, within thirty (30) days of the Mediation Notice, jointly nominate or agree upon a mediator.

**(11)** Where a mediator is appointed, the Municipalities shall submit in writing their dispute to the mediator and afford the mediator access to all records, documents and information the mediators may reasonably request. The Municipalities shall meet with the mediator at such reasonable times as may be required and shall, through the intervention of the mediator, negotiate in good faith to resolve their dispute. All proceedings involving a mediator are agreed to be without prejudice and the fees and expenses of the mediator and the cost of the facilities required for mediation shall be shared equally between the Municipalities.

**(12)** In the event that:

- (a) The Municipalities do not agree on the appointment of a mediator within thirty (30) days of the Mediation Notice; or
- (b) The mediation is not completed within sixty (60) after the appointment of the mediator; or
- (c) The dispute has not been resolved within ninety (90) from the date of receipt of the Mediation Notice; either party may by notice to the other withdraw from the mediation process and in such event the dispute shall be deemed to have failed to be resolved by mediation.

**(13)** If mediation fails to resolve the dispute, the dispute shall be submitted to binding arbitration. Either of the Municipalities may provide the other party with written notice (“Arbitration Notice”) specifying:

- (a) the subject matters remaining in dispute and the details of the matters in dispute that are to be arbitrated; and
- (b) the nomination of an individual to act as the arbitrator.

**(14)** Within thirty (30) days following receipt of the Arbitration Notice, the other party shall, by written notice, advise as to which matters stated in the Arbitration Notice it accepts and disagrees with, advise whether it agrees with the resolution of the disputed items by arbitration, and advise whether it agrees with the arbitrator selected by the initiating party or provide the name of one arbitrator nominated by that other party.

**(15)** The Municipalities shall, within thirty (30) days of the Arbitration Notice, jointly nominate or agree upon an arbitrator.

**(16)** Should the Municipalities fail to agree on a single arbitrator within the prescribed time period, then either party may apply to a Justice of the Court of Queen's Bench of Alberta to have the arbitrator appointed.

**(17)** The terms of reference for arbitration shall be those areas of dispute referred to in the Arbitration Notice and the receiving party's response thereto.

**(18)** The *Arbitration Act* (Alberta) in force from time to time shall apply to arbitration proceedings commenced pursuant to this Framework.

**(19)** The arbitrator shall proceed to hear the dispute within sixty (60) days of being appointed and proceed to render a written decision concerning the dispute forthwith.

**(20)** The arbitrator's decision is final and binding upon the Municipalities subject only a party's right to seek judicial review by the Court of Queen's Bench on a question of jurisdiction.

**(21)** If the Municipalities do not mutually agree on the procedure to be followed, the arbitrator may proceed to conduct the arbitration on the basis of documents or may hold hearings for the presentation of evidence and for oral argument.

**(22)** Subject to the arbitrator's discretion, hearings held for the presentation of evidence and for argument are open to the public.

**(23)** If the arbitrator establishes that hearings are open to the public in Section 21, the arbitrator, as their sole discretion, may solicit written submissions. If the arbitrator requests written submissions they must be considered in the decision.

**(24)** The fees and expenses of the arbitrator and the cost of the facilities required for arbitration shall be shared per the Municipal Government Act Part 17.2 Section 708.41.

**(25)** On conclusion of the arbitration and issuance of an order, the arbitrator must proceed to compile a record of the arbitration and give a copy of the record to each of the Municipalities.

## 9 CORRESPONDENCE

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

(a) In the case of Red Deer County to:

**Red Deer County  
c/o Chief Administrative Officer  
Red Deer County Centre  
38106 Range Rd 275  
Red Deer County, AB T4S 2L9**

(b) In the case of The City of Red Deer to:

**The City of Red Deer  
c/o Chief Administrative Officer  
Box 5008  
Red Deer, AB T4N 3T4**

(2) In addition to subsection 7(1), notices may be sent by electronic mail to the Red Deer County Chief Administrative Officer and The City of Red Deer Chief Administrative Officer.