



County of Grande Prairie No. 1
&
The City of Grande Prairie

Intermunicipal Collaboration
Framework

February 2022

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1. Introduction

- 1.1 It is recognized that the County of Grande Prairie No. 1 and the City of Grande Prairie share a common border, share common interests and are desirous of collaborating to provide services to their residents and ratepayers.
- 1.2 Furthermore, the *Municipal Government Act* requires that municipalities that have a common boundary must create a framework with one another that identifies the services provided on an intermunicipal basis, how they will be delivered, who will lead the delivery of the service(s), how the funding arrangements for these services will occur, and identify the timeframe for implementation of those services provided on an intermunicipal basis.
- 1.3 In this respect, the Parties agree as follows:

2. Definitions

2.1 In this Agreement

- a. "Committee" – means Intermunicipal Collaboration Committee as defined in Section 4 of this Agreement.
- b. "Expiry Date" – means the date that this Agreement expires which is five years from the date of passage of a bylaw or resolution that contains the framework.
- c. "ICF" – means Intermunicipal Collaboration Framework.
- d. "Intermunicipal Development Plan" – means the County of Grande Prairie No. 1 / City of Grande Prairie Intermunicipal Development Plan pursuant to Section 631(1) of the *Municipal Government Act*.
- e. "Memorandum of Understanding" or "MOU" – means an agreement that is not legally binding, but outlines agreed terms for collaboration and is signed by both parties.
- f. "Parties" – means the County of Grande Prairie No. 1 and the City of Grande Prairie.
- g. "Service Agreement" – means a legally binding agreement that is signed by both Parties.
- h. "Term of the Agreement" – means five years from passage of a bylaw or resolution that contains the framework.

3. Term and Review

- 3.1 In accordance with the *Municipal Government Act*, this Intermunicipal Collaboration Framework shall constitute an Agreement between the Parties and shall come into force and effect on the final passing of a bylaw or resolution that contains the framework by both Parties.
- 3.2 This Framework may be amended by mutual consent of both Parties. Amendments to this Agreement shall come into force on the passing of matching resolutions by both Parties and shall be added as an Addendum to this Agreement.
- 3.3 It is agreed by the Parties they shall meet every second year following the signing of the Draft ICF and no later than 180 days before the Expiry Date of this Agreement.
- 3.4 It is further agreed that upon request by either Party, the Committee shall also meet.

4. Intermunicipal Cooperation

- 4.1 The Parties agree to create a recommending body known as the Intermunicipal Collaboration Committee (hereinafter referred to as the Committee).

- 4.2 The Terms of Reference for the Committee shall be in accordance with Schedule “A”.
- 4.3 The Parties agree to jointly discuss the location of new public buildings including, but not limited to, recreation facilities, firehalls, schools, and libraries. Final location decisions will remain with the initiating organization and/or respective municipality where the facility is to be located.

5. Service Delivery

- 5.1 The Intermunicipal Collaboration Committee will be the forum used to address and develop future Service Agreements and/or cost sharing arrangements.
- 5.2 When both Parties agree to enter into a new joint servicing arrangement, a Service Agreement or Memorandum of Understanding shall be required to be developed on that specific service.
- 5.3 When developing Service Agreements for each Council’s consideration, the Committee shall discuss and clearly identify which municipality/entity will lead service delivery for the service(s)-and determine the appropriate funding model for the service(s) being discussed.
- 5.4 All future Service Agreements shall set out a process for discontinuing the service provided if one or both Parties wish to discontinue in the service delivery.
- 5.5 All future Service Agreements shall set out a timeframe for the delivery of the service(s) being discussed including the start and end date for the agreement.
- 5.6 Both Parties recognize that the decision to enter into a project, Service Agreement or MOU ultimately lies with the respective municipal councils.

6. Services Inventory

- 6.1 The Parties work collaboratively in the following areas to provide services to residents and ratepayers of both municipalities. It is further acknowledged the Parties have reviewed these agreements and have determined that they are the most appropriate municipal services to be delivered in a shared manner.
 - a. Cost Sharing and Information Sharing Agreement
 - Description of Agreement: This agreement outlines the terms the City and County have agreed upon to ensure various City and County services remain equally accessible to residents in both municipalities. This agreement also represents the net compensation to be provided by the County to the City for various services accessible to residents in both the City and the County.
 - Funding Arrangement: \$1.5M annually plus funding to specified third parties (Grande Prairie Library and Art Gallery)
 - Term of the Agreement: April 1, 2021 – Mar. 31, 2025
 - b. Mutual Aid Fire Agreement
 - Description of Agreement: This agreement outlines the terms of joint service provision between the City and County’s Fire Services, such that the closest station will respond to a call regardless of which jurisdiction that call

falls within predetermined areas. In addition, the agreement encourages the development of cooperative procedures and protocols in the areas that will enhance the ability of the fire departments to fulfill their missions.

- Funding arrangement: Each party will retain ownership of any assets it brings to the performance of the agreement and will not bill or charge the requesting party for the use of these assets.
- Term of the Agreement: (Date of Signing) – No Expiry Date

c. Geographical Information Systems

- Description of Agreement: Memorandum of Understanding (MOU) to identify and establish processes for the integration of publicly accessible datasets. For example: base map infrastructure datasets such as park locations, road networks, parcels, utilities.
- Term of the MOU: (Date of signing) – No Expiry Date

d. Grande Prairie Regional Emergency Partnership (GPREP)

- Description of Agreement: The County of Grande Prairie, Town of Beaverlodge, Town of Sexsmith, Town of Wembley, and the City of Grande Prairie have agreed to form a regional emergency partnership for the purpose of emergency planning, preparedness, mitigation, response and recovery. Each Party contributes and works as a group.
- Term of the Agreement: June 27, 2013 – June 27, 2023

e. Labour Force Survey

- Description of Agreement: Memorandum of Understanding (MOU) to partner with the Grande Prairie & District Chamber of Commerce and other partners in the creation of a Labour Force Survey to develop a thorough understanding of the current regional labour force as well as expected future trends and demands.
- Term of the MOU: (Date of signing) – No Expiry Date

f. Procurement

- Description of Agreement: Memorandum of Understanding (MOU) to collaborate and share processes, best practices and knowledge to benefit both Parties. Both agree to share future procurement requirements to allow for a feasibility review and approval process. Examples include: line painting/crack sealing; asphalt overly; fleet management; software solutions; office supplies; etc.
- Term of the MOU: (Date of signing) – No Expiry Date

g. Quasi-Judicial Board Members

- Description of Agreement: Memorandum of Understanding (MOU) to share board members for quasi-judicial boards as the need arises. Both Parties agree to collaborate on training of board members where feasible.

- Term of the MOU: (Date of signing) – No Expiry Date

h. Safety Codes Training

- Description of Agreement: Memorandum of Understanding (MOU) to hold joint training sessions for tradespeople and builders when new safety codes are introduced. Additionally both Parties agree to pursue joint training of safety code inspectors where feasible.
- Term of the MOU: (Date of signing) – No Expiry Date

i. Training & Development

- Description of Agreement: Memorandum of Understanding (MOU) to collaborate on processes and best practices related to employee training opportunities that benefit both Parties. Both agree to explore future learning and development opportunities to allow for a feasibility review and approval process. Examples include: Health & Safety Training; Leadership Development Training; Healthy Workplace Training; and Team Development Training.
- Term of the MOU: (Date of signing) – No Expiry Date

j. Signal Light Pre-emption

- Description of Agreement: This agreement outlines the terms of the City's provision of Signal Light Pre-emption services to County emergency vehicles.
- Funding arrangement: As per agreement
- Term of the Agreement: January 1, 2022 – December 31, 2026

k. Traffic Light Maintenance

- Description of Agreement: This agreement outlines the terms of the City's provision of Traffic Light Maintenance to the County's signalled intersections.
- Funding arrangement: As per agreement
- Term of the Agreement: January 1, 2022 – December 31, 2026

7. Land Use

7.1 Matters of a land use and development nature impacting both Parties shall be guided by policies set out in the County of Grande Prairie No. 1 / City of Grande Prairie Intermunicipal Development Plan (IDP).

7.2 Where policies may not be covered by the IDP, the Parties shall refer to policies in their respective Municipal Development Plans and/or other statutory plans.

8. Indemnity

- 8.1 The County of Grande Prairie No. 1 shall indemnify and hold harmless the City of Grande Prairie, its employees and agents from all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of the County of Grande Prairie No. 1, its employees or agents in the performance of this Agreement.
- 8.2 The City of Grande Prairie shall indemnify and hold harmless the County of Grande Prairie No. 1, its employees and agents from all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of the City of Grande Prairie, its employees or agents in the performance of this Agreement.

9. Binding Dispute Resolution Process

- 9.1 Both Parties agree to adopt the dispute resolution provisions as set out in Appendix "B."

10. General

- 10.1 Headings in this Agreement are for reference purposes only.
- 10.2 Words in the masculine gender will include the feminine gender whenever the context so requires and vice versa.
- 10.3 Words in the singular shall include the plural or vice versa whenever the context requires.
- 10.4 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.
- 10.5 Should any provisions of this Agreement become invalid, void, illegal or otherwise unenforceable, it shall be considered separate and severable from the agreement and the remainder shall remain in force and be binding as though such provisions had not been invalid.

11. Correspondence

- 11.1 Written notice under this Agreement shall be addressed as follows:

- a. In the case of Grande Prairie County No. 1 to:

County of Grande Prairie No. 1
c/o Chief Administrative Officer
10001 – 84 Avenue
Clairmont, AB T8X 5B2

- b. In the case of the City of Grande Prairie to:

City of Grande Prairie
c/o Chief Administrative Officer
P.O. Bag 4000
Grande Prairie, AB T8V 6V3

12. Authorizations

Signed and dated on:

Leanne Beaupre, Reeve
Grande Prairie County No. 1

Jackie Clayton, Mayor
City of Grande Prairie

Joulia Whittleton, CAO
Grande Prairie County No. 1

Danielle Whiteway, CFO
City of Grande Prairie

Date

APPENDICES

Appendix A: Intermunicipal Collaboration Committee Terms of Reference

Appendix B: Dispute Resolution Provisions Schedule

Appendix A: Intermunicipal Collaboration Committee Terms of Reference

INTERMUNICIPAL COLLABORATION COMMITTEE

TERMS OF REFERENCE

The Committee shall be known as the Intermunicipal Collaboration Committee (the “Committee”).

Establishment and Proceedings:

The Committee is established pursuant to the Municipal Government Act and expected to follow proceedings requirements as per the Act and as specified by the terms of reference.

Purpose:

The purpose of the Committee is:

- to provide and facilitate effective working relationship between the municipalities,
- to encourage and establish early engagement and proactive communications,
- to share information between municipalities,
- to provide a forum for discussion, consensus building, and making recommendations to respective councils,
- to facilitate the resolution of any intermunicipal disputes that may arise,

with respect to the inter-municipal collaboration framework as established under the Municipal Government Act, or on the matters mutually assigned to the Committee by both Councils.

Committee Structure:

Voting Members:

The Committee shall consist of six (6) members, appointed as follows:

- a. The Reeve of the County;
- b. The Mayor of the City;
- c. Two (2) members of County Council, and;
- d. Two (2) members of City Council.

The Committee meetings shall be chaired by an elected City representative when the meetings are held at a County location, and chaired by an elected County representative when held at a City location. Chairs should be appointed by the Committee at the first Committee meeting after each municipality holds their respective organizational meetings.

Administrative Resources (non-voting):

CAOs or designates, and other personnel as may be required from time to time.

The administrative resources for the Committee meetings shall be provided by the hosting municipality, including agenda preparation and draft minutes. Administrations are responsible to provide advisory support to the Committee, including background information and resources.

Quorum:

Simple majority present at the meeting shall constitute a quorum, with at least one elected representative from both municipalities in attendance.

Term:

Committee members shall be appointed for the term as may be necessary to fulfill its purpose and general responsibilities. In the event of a vacancy by death, resignation or from any other cause except the expiration of the term of the appointment, such vacancy shall be filled by an appointment by the respective Council as soon as possible.

Meeting Schedule:

The Committee shall meet minimum four times per year or as required to fulfill its purpose and responsibilities.

Authority:

The Committee is an advisory committee. The members shall report and make recommendations to their respective Councils.

The Committee's business and authority is within the scope of the services and agreements established by the inter-municipal collaboration framework, including applicable dispute resolution mechanisms as contemplated by these agreements.

The Committee is also expected to carry out activities and make recommendations as contemplated by section 5 of the Cost Sharing and Information Agreement. For carrying out the responsibilities under this section, the Committee will work on reaching consensus on all recommendations to be taken to respective Councils. Consensus deemed to have been reached when all voting members present "can live with" a recommendation to be taken to councils.

The Committee is permitted to discuss topics in closed session as permitted by FOIP. Any information shared or discussed in closed session can be shared with respective councils in closed session and shall be treated as confidential until such time the final recommendation on a topic is made by the Committee and voted by both respective councils.

Responsibilities:

Both municipalities commit to share all information as may be applicable and necessary so best recommendations can be made to Councils.

The Committee members shall:

- Commit to meeting regularly through the year
- Act in good faith and make best efforts to be effective and contribute to positive inter-municipal relationships
- Keep all matters of confidential nature as confidential and avoid making any public comments until both Councils voted on the matter in a fully assembled meeting
- While representing the interests of their respective municipalities, keep an open mind so best mutually beneficial solutions can be pursued, and recommendations made
- Adhere to the terms of reference while fulfilling the purpose

Financial Resources:

Each Council shall be responsible for providing compensation (honorariums, travel expenses, etc.) to members appointed to the Committee by the Council, as established by their respective municipal bylaws/policies. All other meeting related expenses is responsibility of the hosting municipality.

Any funds required to fund third party activities directly related to fulfilling the Committee's responsibilities shall be shared equally between the County and the City on 50/50 basis and be subject to approval by concurrent resolutions of County Council and City Council before engaging a third party.

Information management and retention of records:

Both municipalities will coordinate and retain Committee records including agendas, minutes, and notes. Both municipalities commit to share all information as may be applicable so best recommendations can be made and solutions reached.

Media and external communications:

The Committee's agenda shall include a standing topic related to any media or external communication. If any external communication is deemed necessary, the Committee members shall make recommendations to respective Councils. For the sake of fostering positive working relationships, the municipalities shall work together on developing all public messaging.

Amending the Terms of Reference:

These Terms of Reference may be amended by concurrent resolutions of County Council and City Council without the requirement for an amendment to the Agreement.

Appendix B: Dispute Resolution Provisions Schedule

Dispute Resolution Provisions Schedule

1. Definitions

1.1 In this Schedule,

- a. “Initiating Party” means a party who gives notice under section 2 of this Schedule;
- b. “Mediation” means a process involving a neutral person as a mediator who assists the parties to a matter and any other person brought in with the agreement of the parties to reach their own mutually acceptable settlement of the matter by structuring negotiations, facilitating communication and identifying the issues and interests of the parties;
- c. “Mediator” means the person or persons appointed to facilitate by mediation the resolution of a dispute between the parties.

2. Notice of dispute

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

3. Negotiation

- 3.1 Within 14 days after the notice is given under section 2 of this Schedule, each party must appoint a representative to participate in one or more meetings, in person or by electronic means, to attempt to negotiate a resolution of the dispute.

4. Mediation

- 4.1 If the dispute cannot be resolved through negotiations, the representatives must appoint a mediator to attempt to resolve the dispute by mediation.
- 4.2 The initiating party must provide the mediator with an outline of the dispute and any agreed statement of facts.
- 4.3 The parties must give the mediator access to all records, documents and information that the mediator may reasonably request.
- 4.4 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.
- 4.5 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.

5. Report

- 5.1 If the dispute has not been resolved within 6 months after the notice is given under section 2 of this Schedule, the initiating party must, within 21 days, prepare and provide to the other parties a report.
- 5.2 Without limiting the generality of subsection 5.1, the report must contain a list of the matters agreed on and those on which there is no agreement between the parties.

- 5.3 Despite subsection 5.1, the initiating party may prepare a report under subsection 5.1 before the 6 months have elapsed if
- a. the parties agree, or
 - b. the parties are not able to appoint a mediator under section 4 of this Schedule.

6. Appointment of arbitrator

- 6.1 Within 14 days of a report being provided under section 5 of this Schedule, the representatives must appoint an arbitrator and the initiating party must provide the arbitrator with a copy of the report.
- 6.2 If the representatives cannot agree on an arbitrator, the initiating party must forward a copy of the report referred to in section 5 of this Schedule to the Minister with a request to the Minister to appoint an arbitrator.
- 6.3 In appointing an arbitrator under subsection 6.2, the Minister may place any conditions on the arbitration process as the Minister deems necessary.

7. Arbitration process

- 7.1 Where arbitration is used to resolve a dispute, the arbitration and arbitrator's powers, duties, functions, practices and procedures shall be the same as those in Division 2 of Part 17.2 of the Municipal Government Act.
- 7.2 In addition to the arbitrator's powers under subsection 7.1, the arbitrator may do the following:
- a. require an amendment to a framework;
 - b. require a party to cease any activity that is inconsistent with the framework;
 - c. provide for how a party's bylaws must be amended to be consistent with the framework;
 - d. award any costs, fees and disbursements incurred in respect of the dispute resolution process and who bears those costs.

8. Deadline for resolving dispute

- 8.1 The arbitrator must resolve the dispute within one year from the date the notice of dispute is given under section 2 of this Schedule.
- 8.2 If an arbitrator does not resolve the dispute within the time described in subsection 8.1, the Minister may grant an extension of time or appoint a replacement arbitrator on such terms and conditions that the Minister considers appropriate.

9. Arbitrator's order

- 9.1 Unless the parties resolve the disputed issues during the arbitration, the arbitrator must make an order as soon as possible after the conclusion of the arbitration proceedings.
- 9.2 The arbitrator's order must
- a. be in writing,
 - b. be signed and dated,
 - c. state the reasons on which it is based,

- d. include the timelines for the implementation of the order, and
 - e. specify all expenditures incurred in the arbitration process for payment under section 708.41 of the Act.
- 9.3 The arbitrator must provide a copy of the order to each party.
- 9.4 If an order of the arbitrator under section 9.2 is silent as to costs, a party may apply to the arbitrator within 30 days of receiving the order for a separate order respecting cost.

10. Costs of arbitrator

- 10.1 Subject to an order of the arbitrator or an agreement by the parties, the costs of an arbitrator under this Schedule must be paid on a proportional basis by the municipalities that are to be parties to the framework as set out in subsection 10.2.
- 10.2 Each municipality's proportion of the costs must be determined by dividing the amount of that municipality's equalized assessment by the sum of the equalized assessments of all of the municipalities' equalized assessments as set out in the most recent equalized assessment.