

INTERMUNICIPAL COLLABORATION FRAMEWORK

CITY OF ST. ALBERT & TOWN OF
MORINVILLE



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1. DEFINITIONS

In this Framework, unless the context otherwise states:

Amenity means a specific component of a Recreation Facility.

Classification Matrix means the tool outlined in Schedule B to aid in the classification of a particular Recreation Service as either a municipal, intermunicipal or Regional service.

EMRB means the Edmonton Metropolitan Region Board, a growth management board that collaboratively and strategically guides growth and servicing to support long-term regional prosperity as outlined in the *Edmonton Metropolitan Region Board Regulation*, Alta Reg 189/2017, amended from time to time.

Framework means this document, the Intermunicipal Collaboration Framework (ICF) created pursuant to section 708.28 of the MGA and adopted by the Partners via council resolution.

Intermunicipal Facility means a Recreation Facility that the Partners agree serves or could serve as the Primary Facility for residents in the Partner municipalities, but not the entire Region.

Joint Opportunity means an agreed upon opportunity for the Partners to collaborate on an existing or planned Intermunicipal Facility or Recreation Service.

MGA means the *Municipal Government Act*, RSA 2000, c M-26, amended from time to time, and any applicable regulations thereto.

Municipal Facility means a typical Recreation Facility that the Partners agree only serves or would only serve the host municipality, and any Recreation Facility the Partners do not agree is an existing or planned intermunicipal facility or regional facility.

Partners means the City of St. Albert and the Town of Morinville .

Primary Facility means a Recreation Facility that would likely be frequented by residents in a particular residential area on a regular basis due to proximity and/or convenience.

Recreation Facility means a publicly accessible venue for recreation activity.

Recreation Service means a service that provides physical, social, intellectual and creative individual and community well-being that:

- 1) Takes place within a tangible space (either outdoors or indoors), such as a Recreation Facility, but is not a natural area or park;
- 2) Is not an event or festival unless mutually agreed to by the Working Group in accordance with section 10.1(b) of this Framework; and
- 3) Is provided, funded or managed by one or more municipalities, or through a partnership with a municipality.

Recreation Service Inventory means the listing of Recreation Service facilities compiled in Schedule A that are within or planned to be within the Partners' boundaries and within which Recreation Services are provided or planned to be provided.

Region means the lands lying within the boundaries of the participating municipalities of the EMRB, as outlined in the *Edmonton Metropolitan Region Board Regulation*, Alta Reg 189/2017, amended from time to time.

Regional means pertaining to the Region.

Regional Facility means a Recreation Facility the Partners agree is unique and significant enough to draw users from around the Region and/or elsewhere.

Representative means a person selected by a Partner holds a senior position with the Partner and who has authority to negotiate for or settle a dispute on behalf of the Partner.

Working Group means a group consisting of Representatives and other administrative staff from, and agreed upon by, each of the Partners established to administer this Framework, make recommendations to their respective municipal Councils on issues arising under this Framework, and engage in dispute resolution in accordance with this Framework.

2. TERM AND REVIEW

In accordance with the MGA, this is a permanent Framework and comes into force on the day the last Partner's Council passes a resolution which contains the Framework. A review of the Framework will be completed at least once every 5 years, or sooner at the direction of the Working Group.

3. LIMITATION

This Agreement does not supersede or extinguish any rights or obligations that either of the Partners has under existing or future legislation, regulations, or agreements of any nature unless a Partner, insofar as is possible, explicitly agrees to subordinate its rights.

4. SCHEDULES

The following schedules are attached to, and form part of, this Framework:

1. Schedule A - Recreation Service Inventory
2. Schedule B - Classification Matrix
3. Schedule C - Agreed Upon Joint Opportunities
4. Schedule D - Agreed Upon Independent Opportunities
5. Schedule E - Areas for Future Discussion

5. BACKGROUND

The City of St. Albert is an urban municipality of over 66,000 residents immediately Northwest of the City of Edmonton. St. Albert is one of Alberta's most beautiful communities and is known as The Botanical Arts City. This phrase reflects the key things St. Albert values, enjoys and celebrates: sustainability, creativity, innovation, an appreciation for nature, active lifestyles and cultural heritage. St. Albert is governed by a Council made up of the Mayor and six Councilors who are elected to a four-year term to represent the residents of St. Albert. The City of St. Albert is administered by the Chief Administrative Officer ("CAO"), who oversees the work of all City staff. St. Albert employs approximately 1,000 full-time and casual staff who provide a large variety of municipal services to the residents and visitors of St. Albert.

The Town of Morinville is a growing and vibrant community in the heart of the greater Edmonton region. Morinville is conveniently located 19 kilometers north of Edmonton on Alberta Highway 2 and is growing steadily with a current population of 10,578. Morinville serves a regional population of more than 32,000 people who regularly use the facilities, programs and attend community events. Morinville is governed by a Council made up of the Mayor and six Councilors who are elected to a four-year term to represent the residents of Morinville. The Town of Morinville is administered by the Chief Administrative Officer ("CAO"), who oversees the work of all Town staff. Morinville employs approximately 160 full-time and casual staff who provide a large variety of municipal services to the residents and visitors.

The Town of Morinville and the City of St. Albert have a long-standing history of working together to achieve items of mutual interest for the benefit of both communities. While the two municipalities do not share a jurisdictional border, it is generally understood that residents and users of municipal services operate "borderless." As both communities continue to grow, it is expected that the

relationship and collaboration will continue to grow also. It is upon this foundation of collaboration and borderless service provision that the two municipalities therefore agree to establish this Framework.

The Partners are members of the EMRB and do not have common boundaries. As members of the EMRB, the Partners are exempt from the requirement to prepare an Intermunicipal Development Plan as part of this Framework.

With the EMRB's members completing a Metropolitan Region Servicing Plan that addresses transportation, water and wastewater, solid waste, and emergency services, this Framework only addresses Recreation Services between the Partners.

6. PURPOSE

The purpose of this Framework is to create an Intermunicipal Collaboration Framework addressing Recreation Services between the Partners. The Framework will list the Recreation Services being provided by each Partner, identify which Recreation Services are best provided on a municipal and intermunicipal basis, outline an agreed-upon process, method, and accountability structure for the Partners to explore opportunities on an ongoing basis for joint Recreation Service planning, delivery, and funding.

7. GOALS

The Partners have committed to this Framework with the aim of optimizing Regional resources, fostering Regional prosperity and improving the quality of life for residents of the Region while maximizing the return on ratepayer dollars.

8. OBJECTIVES

Through this Framework, the Partners intend to:

- a) explore ways to deliver cost-effective services through strategic Recreation Facility planning and delivery;

- b) enhance the quality of Recreation Services available in the Region;
- c) explore the equitable distribution of the costs and benefits of Recreation Service delivery in the Region;
- d) strengthen intermunicipal collaboration through ongoing discussion and collaboration on Recreation Services; and
- e) support Regional recreation data collection and sharing for informed decision-making and planning purposes.

9. COMMITMENTS

9.1. Good Faith Commitment

The Partners agree to operate in good faith.

9.2. Collaboration Commitment

- a) The Partners agree and acknowledge that each operates at a high level of autonomy.
- b) The Partners also agree that the Intermunicipal Collaboration Framework offers an opportunity to jointly explore innovative and efficient Recreation Service planning, funding and delivery.
- c) With these understandings, the Partners agree to work together in a relationship of ongoing consultation and cooperation on the commitments outlined in the Framework.

10. METHODOLOGY

10.1. Scope

- a) The Partners agree to limit the scope of the discussions under this Framework to Recreation Services.

- b) The Partners reserve the right to expand the definition of Recreation Services to include cultural facilities, events, festivals and/or other related topics in the future, if mutually agreed to by the Partners.

10.2. Recreation Service Identification and Inventory

- a) The Partners will use the agreed upon definition of Recreation Service to identify the services to be considered in this Framework.
- b) The Partners agree to compile and maintain an inventory of Recreation Services that will form the basis of the discussions under this Framework in Schedule A: Recreation Services Inventory.
- c) Amendments to Schedule A: Recreation Services Inventory will be made five years after the date of signing, or sooner if mutually agreed to by the Partners.

10.3. Recreation Service Classification

The Partners agree to use the tool in Schedule B: Classification Matrix to aid in the classification of the Recreation Services in Schedule A – Recreation Services Inventory.

11. GOVERNANCE

11.1. Working Group

- a) The Partners agree to create a Working Group within 90 days of the adoption of this Framework.
- b) The Working Group will establish and be governed by a terms of reference that addresses, at a minimum, the membership, roles, responsibilities, decision-making authority, record keeping and reporting expectations of the Working Group.
- c) Members of the Working Group will report to their respective Councils on an as-needed basis.

11.2. Decision-Making

- a) The Working Group will use a consensus approach to decision-making.
- b) Members of the Working Group agree to bring forward to their respective Councils recommendations that require Council approval to be implemented.
- c) Unless otherwise delegated or prescribed in this Framework, the MGA, or a regulation, the Councils of the Partner municipalities are the final decision-making authorities.

12. COMMUNICATION & INFORMATION SHARING

- a) The Partners agree to notify each other and share information on potential Joint Opportunity Recreation Facilities, service delivery options, or other relevant information, as requested by the Working Group. A more detailed communication and information sharing protocol may be developed, if deemed necessary by the Working Group.
- b) The Partners recognize that they may be bound by confidentiality provisions with third parties respecting potential Recreation Services. As much as possible, direct liaison and full disclosure of information relevant to Recreation Services between the Partners, as required, is authorized.
- c) Unless determined otherwise by the Working Group, work done under the umbrella of this Framework will be kept confidential.
- d) Any public engagement on the work done under the umbrella of this Framework will be mutually determined and agreed upon by the Working Group.
- e) Messaging to the media and/or general public regarding this Framework and the associated discussions shall be reviewed and unanimously agreed to by the Partners prior to such messaging being disseminated.

13. DISPUTE RESOLUTION PROCESS

To satisfy the requirements of section 708.29(3.1) of the MGA, the Partners agree to

use the following model dispute resolution process.

- a) When a Partner believes there is a dispute under this Framework and wishes to engage in dispute resolution, that party must give written notice of the matters under dispute to the other Partner.
- b) Within 14 days after the notice is given under subsection 13(a), each Partner 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.
- c) If the dispute cannot be resolved through negotiations, the Representatives must appoint a mediator to attempt to resolve the dispute by mediation. The initiating party must provide the mediator with an outline of the dispute and any agreed statement of facts. The Partners must give the mediator access to all records, documents and information that the mediator may reasonably request. The Partners 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. All proceedings involving a mediator are without prejudice, and, unless the Partners agree otherwise, the cost of the mediator must be shared equally between the parties.
- d) If the dispute has not been resolved within 6 months after the notice is given under subsection 13(a), the initiating party must, within 21 days, prepare and provide to the other Partner a report. Without limiting the generality of the foregoing, the report must contain a list of the matters agreed on and those on which there is no agreement between the Partners.
- e) Despite subsection 13(d), the initiating party may prepare a report under subsection 13(d) before the 6 months have elapsed if the Partners agree, or the Partners are not able to appoint a mediator under subsection 13(c).
- f) Within 14 days of a report being provided under [subsection 13\(d\)](#), the Representatives must appoint an arbitrator and the initiating party must

provide the arbitrator with a copy of the report. If the Representatives cannot agree on an arbitrator, the initiating party must forward a copy of the report referred to in subsection 13(d) to the Minister with a request to the Minister to appoint an arbitrator. In appointing an arbitrator, the Minister may place any conditions on the arbitration process as the Minister deems necessary.

- g) 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 3 of Part 17.2 of the MGA. In addition, the arbitrator may do the following: (i) require an amendment to the Framework; (ii) require a Partner to cease any activity that is inconsistent with the Framework; (iii) provide for how a Partner's bylaws must be amended to be consistent with the Framework; and (iv) award any costs, fees and disbursements incurred in respect of the dispute resolution process and who bears those costs.
- h) The arbitrator must resolve the dispute within one year from the date the notice of dispute is given under subsection 13(a).
- i) Unless the Partners resolve the disputed issues during the arbitration, the arbitrator must make an order as soon as possible after the conclusion of the arbitration proceedings. The arbitrator's order must be in writing, must be signed and dated, must state the reasons on which it is based, must include the timelines for the implementation of the order, and must specify all expenditures incurred in the arbitration process for payment under section 708.41 of the MGA. The arbitrator must provide a copy of the order to each party. If an order of the arbitrator is silent as to costs, a Partner may apply to the arbitrator within 30 days of receiving the order for a separate order respecting costs.
- j) Subject to an order of the arbitrator or an agreement by the Partners, the costs of an arbitrator must be paid on a proportional basis by the Partners to the Framework. 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 both of the municipalities' equalized assessments as set out in the most recent equalized assessment.

14. FUTURE WORK

14.1. Prioritization Criteria

The Partners agree to discuss and develop a set of criteria to evaluate and prioritize current and proposed Joint Opportunity Recreation Services.

14.2. Data Collection

The Partners agree to develop data collection requirements and to create a terms of reference for how this data is shared, managed and stored.

14.3. Protocol for Introducing New Recreation Services

- a) The Partners agree to develop a protocol for introducing potential new Joint Opportunity Recreation Services or delivery options.
- b) The protocol may prescribe particular information requirements. In such a case, the Partner proposing a new Joint Opportunity Recreation Service is responsible for the cost of acquiring the required information. A portion of these costs may be shared between the Partners, at the discretion of the Working Group.

14.4. Service Agreements

The Working Group may determine and recommend to the respective Councils that a future service agreement is required. Such future service agreement will address the following matters for a particular Recreation Service:

- a) which municipality will lead the service delivery;
- b) how it will be funded;
- c) a transition plan if a service is to be discontinued in lieu of a joint service;

- d) timeline for when the service will be provided jointly; and
- e) supporting details (e.g, financial details).

15. ADMINISTRATIVE MATTERS

15.1. Costs

- a) Costs associated with administering this Framework will be shared as determined by the Working Group.
- b) The Partner responsible for ensuring financial accounting and accountability on behalf of the Partners will be determined by the Working Group on a case-by-case basis.

15.2. Administrative Support

Each Partner will contribute to the administrative support required to implement the Framework, as determined by the Working Group.

15.3. Bylaws

The Partners acknowledge that each will align any of its applicable bylaws (except the Land Use Bylaw) with this Framework within two years of adoption as contemplated in the MGA.

15.4. Correspondence

Written notice under this Framework shall be addressed as follows:

- a) In the case of the City of St. Albert to:

City of St. Albert
c/o Chief Administrative Officer
St. Albert Place, 5 St. Anne Street
St. Albert, AB T8N 3Z9

b) In the case of the Town of Morinville to:

Town of Morinville
c/o Chief Administrative Officer
10125 100 Avenue
Morinville, AB
T8R 1L6

16. AMENDMENTS

The Partners agree to give at least 30 days' written notice of a proposed amendment to this Framework. The Partners may create a more detailed amendment process at the direction of the Working Group.

17. SERVICE ANALYSIS

17.1. Areas of Agreement

17.1.1. Joint Opportunities

The Partners agree to further explore joint planning, funding and/or delivery for the Recreation Services identified in Schedule C: Agreed Upon Joint Opportunities.

17.1.2. Independent Opportunities

The Partners agree that the Recreation Services identified in Schedule D: Agreed Upon Independent Opportunities are best planned, funded and delivered independently.

17.2. Areas for Future Discussion

- a) The Partners agree to discuss the Recreation Services identified in Schedule E: Areas for Future Discussion at a future date to further explore and determine, within the spirit and intent of this Framework, whether they should be considered in the future as independent opportunities or joint opportunities.

- b) To further clarify section 17.2(a), the Partners agree that the discussions pursuant to 17.2(a) will not pertain to capital or operating costs executed or planned prior to the adoption of the respective resolutions creating this Framework.
- c) The Partners agree that adopting this Framework does not predetermine the outcomes of the future discussions provided for by this Framework.
- d) The Partners will adhere to any mutually agreed upon next steps identified for each area of future discussion.
- e) The Partners agree to pursue the development of Principles of Collaboration and to consider jointly planning for Recreation Services and Recreation Facilities to ensure that any future Joint Opportunities for the Partners are mutually identified, examined, understood and articulated.

18. EXECUTION

The Partners agree to this Framework, including the Schedules attached hereto.

Cathy Heron, Mayor
City of St. Albert

Date:

Barry Turner, Mayor
Town of Morinville

Date:

Kevin Scoble, CAO
City of St. Albert

Date:

Stephane Labonne, CAO
Town of Morinville

Date:

19. SCHEDULE A: Recreation Service Inventory

Recreation Service
City of St. Albert
1. BMX Park
2. Fountain Park Recreation Centre
3. Fowler Athletic Park
4. Grosvenor Outdoor Pool
5. Jarome Iginla & Kinex Arenas
6. Legion Memorial Ball Diamonds
7. Meadowview Ball Diamonds
8. St. Albert Curling Club
9. Servus Credit Union Place
10. Woodlands Water Play Park (includes skateboard park)
11. Larry Olexiuk Field
12. St. Albert Soccer Association Fields
13. St. Albert Rugby Football Club Fields

14. Riel Rodeo Grounds, RV Park and Community Hall/Clubhouse
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Town of Morinville
1. Morinville Leisure Centre
2. Skyline Ball Diamonds
3. Bob Foster Extreme Park
4. Meadows Ball Diamonds
5. Ray MacDonald Sport Grounds (includes outdoor rink, splash park)
6. Soccer Fields

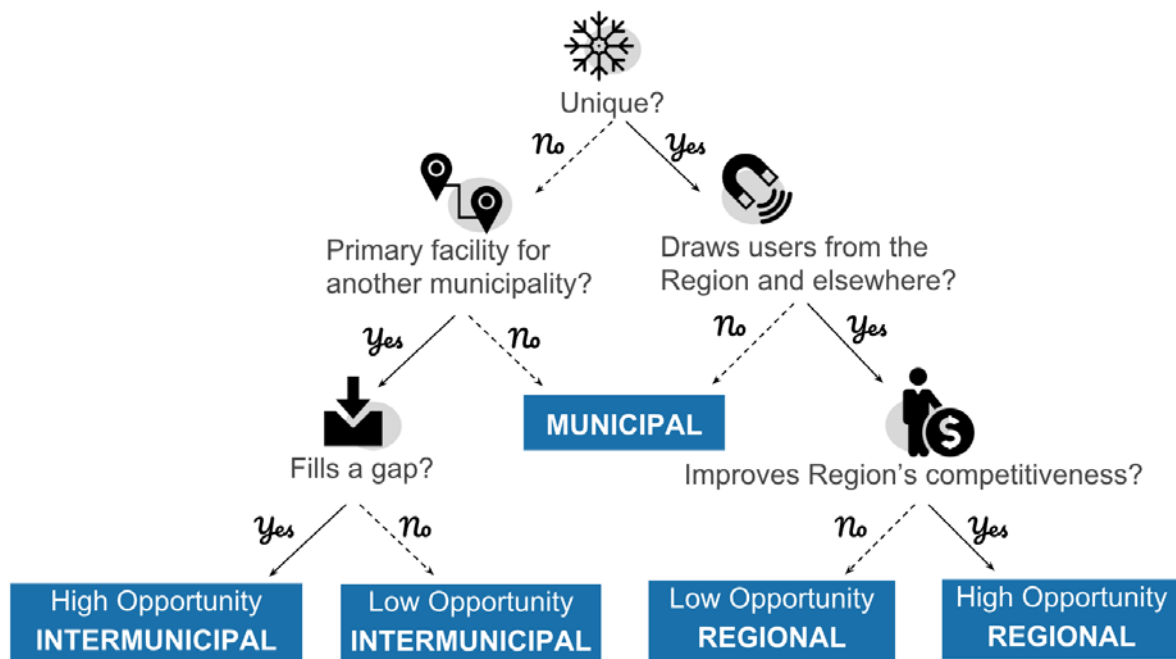
20. SCHEDULE B: Classification Matrix

Figure 1 is a graphic representation of the decision-tree that will aid in the categorization of a Recreation Service. Answers to a series of ordered, binary questions will help to determine whether a particular Recreation Service has the potential - and the degree of that potential - to be planned, funded and/or delivered jointly between the Partners (Intermunicipal or Regional Facility), or not (Municipal Facility).

The following is a description of the qualities of a Recreation Service that are evaluated in the decision-tree:

1. **UNIQUENESS** - Is the Recreation Service the only facility or Amenity of its kind in the Region?
2. **PRIMARY FACILITY** - Is the Recreation Service likely the Primary Facility for users in another municipality? In other words, are users in another municipality within close proximity to the facility and/or not able to as conveniently access a similar facility within their own municipality?
3. **FILLS A GAP** - Does the Recreation Service fill a service gap (i.e., the demand for the Recreation Service cannot be absorbed by existing Recreation Services)
4. **DRAW** - Does the Recreation Service draw users from around the Region and/or elsewhere? If not, the Recreation Service is likely not significant enough to be relevant to all municipalities in the region.
5. **COMPETITIVENESS** - Would new or improved Recreation Services enhance our Region's status compared to other Canadian regions? For example, does another Canadian region offer the Recreation Service, but not the Edmonton Metropolitan Region? Does another Canadian region offer a higher quality version of the Recreation Service? Is the Recreation Service the first of its kind in Canada? High quality Recreation Services contributes to the quality of life for regional residents, which helps attract and retain residents, as well as tourists. In this way, high quality Recreation Services can contribute to the Region's economic competitiveness.

Figure 1: Recreation Service Classification Decision-Tree



21. SCHEDULE C: Agreed Upon Joint Opportunities

RECREATION SERVICE	CURRENT PROVIDER (municipal, intermunicipal, third party)	CLASSIFICATION
City of St. Albert		
TBD	TBD	
Town of Morinville		
TBD	TBD	

22. SCHEDULE D: Agreed Upon Independent Opportunities

RECREATION SERVICE	CURRENT PROVIDER (municipal, intermunicipal, third party)
City of St. Albert	
1. BMX Park	City partners in infrastructure. Third party operated.
2. Fountain Park Recreation Centre	Municipal
3. Fowler Athletic Park	Municipal
4. Grosvenor Outdoor Pool	Municipal
5. Jarome Iginla & Kinex Arenas	Municipal
6. Legion Memorial Ball Diamonds	City partners in infrastructure. Third party operated.
7. Meadowview Ball Diamonds	City partners in infrastructure. Third party operated.
8. St. Albert Curling Club	City partners in infrastructure. Third party operated.
9. Servus Credit Union Place	Municipal
10. Woodlands Water Play Park (includes skateboard park)	Municipal
11. Larry Olexiuk Field	Municipal

12. St. Albert Soccer Association Fields	City partners in infrastructure. Third party operated.
13. St. Albert Rugby Football Club Fields	City partners in infrastructure. Third party operated.
14. Riel Rodeo Grounds, RV Park and Community Hall/Clubhouse	City partners in infrastructure. Third party operated.
Town of Morinville	
1. Morinville Leisure Centre	Municipal
2. Skyline Ball Diamonds	Municipal
3. Bob Foster Extreme Park (includes skateboard park)	Municipal
4. Meadows Ball Diamonds	Municipal
5. Ray Macdonald Sports Grounds – includes splash park and outdoor rink	Municipal
6. Soccer Fields	Municipal

23. SCHEDULE E: Areas for Future Discussion

RECREATION SERVICE	CURRENT PROVIDER (municipal, intermunicipal, third party)	NEXT STEPS
City of St. Albert		
1. Community Amenities Site Planning	Municipal	Working Group to develop Workplan
2. Ice Surface Access for St. Albert User Groups	Municipal	Working Group to develop Workplan
Town of Morinville		
1. Morinville Leisure Centre Lands Plan	Municipal	Working Group to develop Workplan
Town of Morinville and City of St. Albert		
1. Facility and Program Cross-Marketing	Municipal	Working Group to develop Workplan
2. Program Synergies	Municipal	Working Group to develop Workplan