

Town of Bon Accord
AGENDA
Special Meeting of Council
March 30, 2021 8:30 a.m.
Council Chambers
live streamed on Bon Accord YouTube Channel

- 1. CALL TO ORDER**
- 2. ADOPTION OF AGENDA**
- 3. BYLAWS AND AGREEMENTS**
 - 3.1.** Intermunicipal Collaboration Framework Bylaw; Bylaw #2021-02 (enclosure)
 - 3.2.** Fire Services Agreement (enclosure)
 - 3.3.** Enforcement Services Agreement (enclosure)
 - 3.4.** Recreation Funding Agreement (enclosure)
- 4. ADJOURNMENT**

TOWN OF BON ACCORD

Request for Decision (RFD)

MEETING: Special Council Meeting

MEETING DATE: March 30, 2021

AGENDA ITEM: Intermunicipal Collaboration Framework (ICF) Bylaw #2021-02

RECOMMENDATION:

THAT.... Council approves 2nd reading of ICF Bylaw #2021-02, as presented.

THAT.... Council approves 3rd and final reading of ICF Bylaw #2021-02, as presented.

BACKGROUND:

Part 17.2 of the Municipal Government Act (MGA) requires municipalities with a common boundary to establish an Intermunicipal Collaboration Framework by bylaw. The ICF must be completed and submitted to the Minister by April 1, 2020.

In accordance with section 708.29 the MGA, each framework must:

- describe the services that benefit residents in more than one of the municipalities,
- identify which municipality is responsible for providing these services,
- outline how the services will be delivered and funded, and
- include a process for resolving disputes that occur while the framework is in effect.

Together, Bon Accord and Sturgeon County have developed an ICF bylaw to meet these requirements.

At RMC March 3, 2020, Council gave ICF Bylaw #2020-13 1st reading, as presented – resolution #20-091.

At RMC June 2, 2020, Council gave ICF Bylaw #2020-13 2nd and 3rd readings, as presented – resolution #'s 20-201 and 20-202 respectively.

Sturgeon County did not approve the Bylaws as presented so the Towns were required to go back into further negotiation. This Bylaw has been reviewed by legal Counsel and is deemed complete by all administrations.

Council approved 1st reading of ICF Bylaw 2021-02 at the March 2, 2021 RMC.

FINANCIAL IMPLICATIONS: N/A

LEGAL IMPLICATIONS: N/A

LEGISLATIVE HISTORY:

MGA RSA2000, Chapter M-26 as amended or repealed and replaced from time to time, authorizes council to pass such a Bylaw.

ALTERNATIVES:

1. Council approves 2nd and 3rd readings of ICF Bylaw #2021-02, as presented.
2. Council approves 2nd reading and directs administration to bring back amendments for 3rd reading.
3. Council declines ICF Bylaw # 2021-02.

Prepared and Submitted By: Julia Miller

Reviewed By: Joyce Pierce, CAO

Date: March 16, 2021

TOWN OF BON ACCORD
BYLAW #2021-02
INTERMUNICIPAL COLLABORATION FRAMEWORK BYLAW

A BYLAW OF THE TOWN OF BON ACCORD, IN THE PROVINCE OF ALBERTA, TO ESTABLISH AN INTERMUNICIPAL COLLABORATION FRAMEWORK BETWEEN STURGEON COUNTY AND THE TOWN OF BON ACCORD.

WHEREAS, the Municipal Government Act, RSA 2000, c.M-26 authorizes Council to work collaboratively with neighbouring municipalities to ensure the efficient provision of municipal services for all residents;

AND WHEREAS, Sturgeon County and the Town of Bon Accord have worked collaboratively on the preparation of an intermunicipal collaboration framework between both municipalities;

AND WHEREAS, the Council of Bon Accord deems it desirable and appropriate to adopt the Sturgeon County and the Town of Bon Accord Intermunicipal Collaboration Framework;

NOW THEREFORE, the Council of Bon Accord, in the Province of Alberta, duly assembled and under the authority of the Municipal Government Act, hereby enacts the following:

The “Intermunicipal Collaboration Framework Between Sturgeon County and the Town of Bon Accord”, attached and forming part of Bylaw 2021-02, is hereby adopted.

This Bylaw will repeal Bylaw 2020-13 and shall come into force and effect upon third reading.

READ a first time this 2nd day of March 2021.

READ a second time this 30th day of March 2021.

READ a third time this 30th day of March 2021.

Mayor

Chief Administrative Officer

If any portion of this bylaw is declared invalid by a court of competent jurisdiction, then the invalid portion must be severed and the remainder of the bylaw is deemed valid.

Intermunicipal Collaboration Framework

Sturgeon County and The Town of Bon Accord

Bylaw No. 1540/21 for Sturgeon County
Bylaw No. 2021-02 for The Town of Bon Accord

WHEREAS Sturgeon County and the Town of Bon Accord share a common border; and

WHEREAS Sturgeon County and the Town of Bon Accord share common interests and are desirous of working together for the mutual benefit of their residents and landowners; and

WHEREAS the *Municipal Government Act* stipulates municipalities that have a common boundary must create a framework with each other that describes the services to be provided under the framework common to more than one of the municipalities that are parties to the framework, identify which municipality is responsible for providing which services, and outline how the services will be delivered and funded; and

NOW THEREFORE, by mutual covenant of the Parties it is agreed as follows:

1. DEFINITIONS

1. In this Framework, unless the context otherwise states:
 - a) **Committee** means the Intermunicipal Committee, as defined in Section 7 of this Framework.
 - b) **Cost-sharing Agreement** means a legally binding agreement entered into by the Parties that may include provisions related to the operation, maintenance, funding and capital improvement of the Municipal Service(s) specified.
 - c) **Framework** means this document, the Intermunicipal Collaboration Framework (ICF) entered into by Sturgeon County and the Town of Bon Accord, pursuant to Part 17.2 of the MGA.
 - d) **MGA** means the *Municipal Government Act*, RSA 2000, c M-26, as amended.
 - e) **Municipal Service** means any service provided by, or on behalf of, a Party that benefits their residents. These services may be provided independently by each Party, by a third party, or may be provided on an intermunicipal basis. Example services include, but are not limited to water and wastewater systems, solid waste systems, recreation, transportation, emergency services, gas distribution systems, etc.
 - f) **Parties** means, collectively, Sturgeon County and the Town of Bon Accord and **Party** means either one of them.
 - g) **Shall** means obligatory direction.
 - h) **The Town** means the Town of Bon Accord.
 - i) **The County** means Sturgeon County.

2. APPLICATION OF THIS FRAMEWORK

1. This Framework applies to Sturgeon County and the Town of Bon Accord. Under the MGA, Sturgeon County and the Town of Bon Accord are required to create a framework to address intermunicipal collaborations for Municipal Services by April 1, 2021.

3. TERMS AND REVIEW

1. This Framework shall come into force upon the passing of bylaws by Sturgeon County and the Town of Bon Accord adopting this Framework.
2. This Framework must be reviewed every four (4) years after its coming into force date (or within a shorter period of time, if agreed upon by the Parties). After review, if the Parties do not agree that this Framework continues to serve the interests of the Parties, the Parties must negotiate in good faith to create a replacement Framework.
3. This Framework may be amended by mutual consent of the Parties in writing. An amended Framework shall come into force on the passing of bylaws by Sturgeon County and the Town of Bon Accord adopting the amended Framework. Amended versions to this Framework shall supersede and replace all previous versions of this Framework.
4. When a Party believes there is a dispute under this Framework with respect to the interpretation, implementation, or application of the Framework, or a contravention or alleged contravention of this Framework, and wishes to engage in dispute resolution, the Dispute Resolution Process in Appendix A of this Framework shall apply.

4. PURPOSE

1. This Framework outlines an agreement between Sturgeon County and the Town of Bon Accord as required under Part 17.2 of the MGA.

5. EXISTING MUNICIPAL SERVICES

1. Sturgeon County and the Town of Bon Accord have agreed that the best and most efficient way to provide Municipal Services to residents is to continue providing services independently or through the various arrangements that each Party currently has with its respective neighbours or in the agreements included in Section 5 of this Framework.
2. The Town and the County have a history of working together to provide Municipal Services to residents on an intermunicipal basis. The following agreements are in place, or are intended to be negotiated and agreed upon by the Parties, for the following services to be provided to residents:
 - a. **Transportation**
 - i. The County maintains a gravel road in the Town (referred to as Highway 28 Service Road), north of Highway 28 and west of Rge Rd 240.

- ii. The Town and the County agree to work together in 2021 to discuss the development of an agreement to maintain the above noted road within the Town, adjacent to the County. If a new agreement is not finalized by December 31, 2021, and the Parties have not mutually agreed to extend negotiations, then the negotiations are deemed unsuccessful, and the Dispute Resolution process identified in Appendix A of this Framework shall be initiated.

b. Emergency Services

- i. The County and the Town entered into a 2017 – 2021 Fire Service Agreement dated December 20, 2016, for the County to provide firefighting and related services to the Town. The lead municipality is the County and the fees for services provided are in accordance with the agreement.
- ii. The Town and the County developed a new Fire Services Agreement, subject to the approval of each Party's Council. If the new agreement is not ratified by December 31, 2021 and the municipalities have not mutually agreed to extend the negotiations, then the negotiations are deemed unsuccessful and the Dispute Resolution process identified in Appendix A of this Framework shall be initiated.
- iii. The County and the Town, together with the Towns of Morinville, Legal, Redwater, and Gibbons, entered into the Sturgeon Regional Emergency Management Partnership Agreement, dated November 14, 2016. The lead municipality is the County and costs are paid in accordance with the agreement.

c. Recreation

- i. The Town and the County entered into a Recreation Cost-Sharing Agreement on June 7, 2016; this agreement expired on December 31, 2020. The Town and County developed a new recreation funding agreement and if the new agreement is not ratified by April 1, 2021, and the municipalities have not mutually agreed to extend negotiations, then the negotiations are deemed unsuccessful, and the Dispute Resolution process identified in Appendix A of this Framework shall be initiated.

d. Safety Codes Act

- i. The Town and the County, in conjunction with the Towns of Legal, Gibbons, and Redwater, signed an agreement to create a joint quality management plan that establishes responsibilities and minimum performance standards for providing compliance services under the Safety Codes Act, which was approved on January 28, 2020. The County is the lead municipality and there are no fees associated with this agreement.

e. **Peace Officer**

- i. The County provides Peace Officer Services to the Town under an agreement dated January 27, 2016. The County is the lead municipality, and the Peace Officer Services are provided on fees in accordance with the agreement. The Town and County developed a Peace Officer agreement and if the new agreement is not ratified by December 31, 2021, and the Parties have not mutually agreed to extend negotiations, then the negotiations are deemed unsuccessful, and the Dispute Resolution process identified in Appendix A of this Framework shall be initiated.

3. Goods and Services Tax (GST) shall be applied to all applicable Cost-Sharing Agreements, as required.

6. NEW INTERMUNICIPAL SERVICES

1. In the event that either Party wishes to initiate a new intermunicipal service, facility, or initiative, the initiating Party's Chief Administrative Officer will notify the other Party's Chief Administrative Officer of the following:
 - a) General project or initiative description; and
 - b) Envisioned scope.
2. Once either Party has received written notification on the desire to engage in discussion on a new intermunicipal service, facility, or initiative, a Committee meeting, organized by the initiating Party, must be held within ninety (90) calendar days of the date the written notice was received.
3. The Committee shall confirm the following criteria to the satisfaction of both Parties in accordance with Section 7(5) of this Framework, before a new intermunicipal service, facility, or initiative can be further pursued by the Committee:
 - a) Demonstrated community impact and support in both municipalities;
 - b) A joint planning model involving both municipalities; and
 - c) Demonstrated potential for intermunicipal efficiencies.
4. Pursuant to the completion of Section 6(3) of this Framework, the Committee shall develop a business plan and evaluate the following criteria as the basis for determining if a new service, facility, or initiative is desirous by both Parties:
 - a) Estimated cost (capital and operating) and long-term borrowing implications;
 - b) Appropriate funding and timing of expenditures for both Parties;
 - c) The level of projected use and benefit to the residents and ratepayers of both Parties;

- d) An implementation plan;
 - e) Which Party will manage the operations of the service, facility, or initiative;
 - f) The appropriate process for planning the agreed upon service(s);
 - g) A process and implications for discontinuing the service provided; and
 - h) A time frame for the delivery of the service(s) being discussed, including a start and end date of the service(s) delivery.
5. The cost associated with developing a business plan, as described in Section 6(4) of this Framework, shall be shared between the Parties based on the Committee's direction in assigning each Party a portion of the cost.
6. In addition to the Cost-sharing Agreements detailed in Section 5 of this Framework, the Parties agree to work collaboratively on additional services of regional importance to benefit residents as opportunities arise.
- a) These future opportunities may include, but are not limited to, Family and Community Support Services, physician recruitment, purchasing and procurement, efficiency reviews, and weed inspection.

7. INTERMUNICIPAL COMMITTEE

1. Sturgeon County and the Town of Bon Accord hereby create a recommending body known as the Intermunicipal Committee.
2. The Committee will meet on an as-required basis and will develop recommendations to the Councils of their respective municipalities on matters of strategic direction and cooperation affecting their Municipal Services, including:
 - a) Periodic review of this Framework as required under Section 3 of this Framework;
 - b) Matters as required under Section 6 of this Framework; and
 - c) Periodic review of the County and Town's existing Intermunicipal Development Plan.
3. The Committee shall consist of three (3) members from each Party's Council.
4. A member from either Party's Council shall chair the meetings on an alternating basis. The Chair shall be appointed by the Committee at the first meeting of the Committee and shall be a member from either Party's Council.
5. Decisions of the Committee shall be made by vote, with a majority required for approval.
6. Quorum for the purposes of Committee meetings shall be a minimum of two (2) members from each Party.

7. Incidental costs for Committee support shall be shared equally by the Parties.
8. The Chief Administrative Officers, and/or their designates, of the Parties will be advisory staff to the Committee and will be responsible to provide background information and recommendations, develop agendas and record the recommendations of the Committee on all matters, and forward all recommendations from the Committee to their respective Councils.
9. Meetings of the Committee can be called by either Party by the Chief Administrative Officer serving a written request for a Committee Meeting to the other Party's Chief Administrative Officer, advising the reason for requesting a meeting and providing options for meeting dates. The Committee will endeavour to meet at the earliest possible time, but no later than sixty (60) days after receipt of the written request. The requesting Party shall organize the meeting.

8. CORRESPONDENCE

1. Written correspondence under this Framework shall be addressed as follows:

- a. In the Case of Sturgeon County to:

Sturgeon County
 c/o Chief Administrative Officer
 9613 – 100 Street
 Morinville, AB T8R 1L9

- b. In the case of the Town of Bon Accord to:

Town of Bon Accord
 c/o Chief Administrative Officer
 P.O. Box 779
 Bon Accord, AB T0A 0K0

2. In addition to Section 8(1), notices may be sent by electronic mail to the Chief Administrative Officer of each municipality. If an email is received after 5PM on a Friday, it shall be deemed to be received the following business day.

IN WITNESS WHEREOF the Parties have affixed their corporate seals as attested by the duly authorized signing officers of the Parties, signed this _____ day of _____, 2021 at _____, Alberta.

STURGEON COUNTY

TOWN OF BON ACCORD

 Mayor

 Mayor

Chief Administrative Officer

Chief Administrative Officer

DRAFT

APPENDIX A

DISPUTE RESOLUTION PROCESS

1. The Parties commit to resolving any disputes under the Intermunicipal Collaboration Framework in a non-adversarial, informal, and cost-efficient manner.
2. The Parties agree to make all reasonable efforts to resolve any disputes by negotiation and agree to provide open and timely disclosure of relevant facts, information, and documents to facilitate negotiations.
3. When a Party believes there is a dispute under the Intermunicipal Collaboration Framework and wishes to engage in dispute resolution, the Party must give written notice of the matters under dispute to the Chief Administrative Officer of the other Party to attempt to negotiate a resolution to the dispute.
4. If a dispute cannot be resolved to the satisfaction of the Parties within thirty (30) calendar days of the dispute being referred to the Chief Administrative Officers, the dispute will be referred to the Committee to attempt to negotiate a resolution to the dispute.
5. If a dispute cannot be resolved to the satisfaction of the Parties within sixty (60) calendar days of the dispute being referred to the Committee, the dispute will be referred to the Councils of both Parties.
6. If a dispute cannot be resolved to the satisfaction of the Parties within sixty (60) calendar days of the dispute being referred to the Councils of the Parties, the dispute will be referred to a mediator acceptable to both Parties, unless the Parties mutually agree not to mediate the dispute. The costs of mediation shall be shared equally between the Parties.
7. Mediation of a dispute shall be completed in a timely and efficient manner. If the dispute has not been resolved to the satisfaction of the Parties within three (3) months after the appointment of a mediator, and the Parties have not mutually agreed to extend the term of mediation, the mediation is deemed unsuccessful and shall be terminated.
8. If a dispute is not resolved through the above noted process, the Parties shall refer the matter to an arbitrator acceptable to both Parties and the arbitration process described in Part 17.2 of the *Municipal Government Act* shall apply whether or not one year has passed after the Parties started the dispute resolution process in this Framework.

TOWN OF BON ACCORD

Request for Decision (RFD)

<p>MEETING: Special Council Meeting</p> <p>MEETING DATE: March 30, 2021</p> <p>AGENDA ITEM: Fire Services Agreement</p>
<p>RECOMMENDATION:</p> <p>THAT Council rescind the 2022 – 2026 Fire Services Agreement that was approved on February 16, 2021, and further</p> <p>THAT.... Council approves the revised 2022 – 2026 Fire Services Agreement between the Town of Bon Accord and Sturgeon County, as presented.</p>
<p>BACKGROUND:</p> <p>Council approved the Fire Services Agreements at the February 16, 2021 regular meeting of council.</p> <p><i>Fire Services Agreement</i></p> <p>COUNCILLOR LAING MOVED THAT Council approve the 2022 – 2026 Fire Services Agreement between the Town of Bon Accord and Sturgeon County, as presented.</p> <p>CARRIED RESOLUTION 21-047</p> <p>Further negotiations has seen an amendment, going from CPI 3% to 2%, has been made to this Agreement.</p>
<p>FINANCIAL IMPLICATIONS: N/A</p>
<p>LEGAL IMPLICATIONS: N/A</p>
<p>LEGISLATIVE HISTORY:</p>
<p>ALTERNATIVES:</p> <ol style="list-style-type: none">1. Council rescinds the 2022 – 2026 Fire Services Agreement that was approved on February 16, 2021, and further, Council approves the revised 2022 – 2026 Fire Services Agreement between the Town of Bon Accord and Sturgeon County, as presented.2. Council declines the revised 2022 – 2026 Fire Services Agreement between the Town of Bon Accord and Sturgeon County.
<p>Prepared and Submitted By: Julia Miller</p> <p>Reviewed By: CAO</p> <p>Date: March 4, 2021</p>

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Schedule "B" – Fees

Sturgeon County Fees Chargeable to the Town:

Fees will be invoiced annually. The fee for Services will be a flat fee in the first year of this Agreement and shall increase by 2.3% each subsequent year of the term of this Agreement. The Town agrees to pay the following:

- 2022 - Town pays ~~\$29,017.83~~ **\$28,700.47**;
- 2023 - Town pays ~~\$29,888.30~~ **\$29,274.48**;
- 2024 - Town pays ~~\$30,784.95~~; **\$29,859.97**;
- 2025 - Town pays ~~\$31,708.50~~; **\$30,457.17** and
- 2026 - Town pays ~~\$32,659.75~~ **\$31,066.31**.

Town Fees Chargeable to Sturgeon County:

(1) Facility Use charges. The facility use charge will be a flat fee in the first year of this agreement and shall increase by 2.3% each subsequent year of the term of this agreement:

- 2022 - ~~\$9563.99~~ **\$9471.14**, plus GST;
- 2023 - ~~\$9850.91~~, **\$9660.56** plus GST;
- 2024 - ~~\$10,146.44~~, **\$9853.77** plus GST;
- 2025 - ~~\$10,450.83~~, **\$10,050.85** plus GST; and
- 2026 - ~~\$10,764.35~~, **\$10,251.86** plus GST

(2) The County agrees to pay the Town per cubic metre for water used during emergencies within the County as per the Town's Water Bylaw truck fill rate. Water used during firefighter training will not be invoiced for.

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AGREEMENT

BETWEEN:

The Town of Bon Accord
("Town")

- and -

Sturgeon County
("Sturgeon County")

PREAMBLE:

The Town, as authorized under Municipal Government Act, R.S.A. 2000, c. M-26 (the "MGA"), to enter into agreements on or in connection with matters under the Town's administration.

As authorized under the *Municipal Government Act*, Sturgeon County may provide a service that Sturgeon County provides in the County to another municipality with the agreement of that other municipality.

Sturgeon County Protective Services is a department of Sturgeon County and the Town desires Sturgeon County to provide firefighting and related services to the Town.

Sturgeon County has agreed to provide the Services to the Town.

THE PARTIES AGREE AS FOLLOWS:

Interpretation

1. In this Agreement:

- (a) "Agreement" means this agreement and includes Schedules "A" and "B";
- (b) "Facility" means the portion of the Town Building allocated to the fire department for use, three apparatus bays, training/meeting room, bay storage room and small office adjacent training/meeting room;
- (c) "Materials" includes all Records, software and other personal property produced by Sturgeon County in the delivery of the Services;
- (d) "Parties" means the parties to this Agreement, being the Town and Sturgeon County;

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- (e) “Record” means a record of information in any form and includes notes, images, audiovisual recordings, books, documents, maps, drawings, photographs, letters, vouchers and papers and any other information that is written, photographed, recorded or stored in any manner, but does not include software or any mechanism that produces records; and
 - (f) “Services,” means the services specified in Schedule A to be provided by Sturgeon County through Sturgeon County Protective Services to the Town under this Agreement;
2. The terms and conditions of this Agreement are severable, and any term or condition determined to be void or unenforceable in whole or in part shall not be deemed to affect or impair the validity of this Agreement or any other term or condition of it.
 3. The validity and interpretation of this Agreement, and of each clause and part thereof, shall be governed by the laws of the Province of Alberta and the Parties agree to the exclusive jurisdiction of the Courts of the Province of Alberta.

This clause shall survive this agreement.

Conflict of Interest and Ethical Conduct

4. Sturgeon County must immediately notify the Town in writing of any conflict-of-interest Sturgeon County, or any employee, agent or other resource used by Sturgeon County under this Agreement, has or may reasonably have respecting the Services to be provided by Sturgeon County under this Agreement. Such notification must be given before beginning any work under this Agreement, or upon becoming aware of any such existing or potential conflict of interest during the term of this Agreement. Sturgeon County warrants that it does not have any interests that conflict with Sturgeon County’s obligations to the Town under this Agreement.
 - (a) Sturgeon County shall ensure that there is not a conflict of interest or an apparent conflict of interest on the part of Sturgeon County or Sturgeon County employees, subcontractors, or agents in relation to the Services, and all Services shall be performed in accordance with high ethical standards, including without limitation the following:
 - (i) Sturgeon County shall not influence, or seek to influence, nor otherwise take part in a decision of the Town knowing that the decision might further Sturgeon County interests;
 - (ii) where the Services involve providing advice, making recommendations to the Town or exercising discretionary authority regarding a right, permission, privilege, status, contract or benefit, then such advice, recommendations or discretion must be provided, made or carried out impartially and without bias;

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- (iii) Sturgeon County shall not have any financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services;
 - (iv) Sturgeon County, upon request by the Town, shall deliver copies of all written ethical standards, conflict of interest policies and codes of conduct established or observed by Sturgeon County in relation to Sturgeon County employees and volunteers.
- (b) In the event Sturgeon County becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to Sturgeon County's performance of the Services, Sturgeon County shall immediately disclose such matter to the Town in writing. Upon such disclosure, Sturgeon County shall not commence or continue performance of the Services without the prior written consent of the Town. If the Town is of the opinion Sturgeon County is in a conflict of interest, the Town may terminate this Contract.

Town's Contact, Delegation

5. The Town designates the Chief Administrative Officer (CAO) as the Town's representative under this Agreement and as the prime contact who is authorized to communicate the Town's position to Sturgeon County on matters pertaining to this Agreement.
6. Sturgeon County designates the County Fire Chief as the Sturgeon County representative under this Agreement and as the prime contact who is authorized to communicate the County's position to the Town on matters pertaining to this Agreement.
7. The Town may, in the Town's absolute discretion, delegate any duties, powers or functions relating to the provisions of this Agreement to any person.

Period of Contract

8. Sturgeon County shall provide services pursuant to the terms of this Agreement commencing January 1, 2022 and terminating December 31, 2026.
9. The engagement of Sturgeon County as evidenced by this Agreement comes into effect on the date as stated in the above clause.

Town Obligations

10. The Town will provide to Sturgeon County use and access to the existing Fire Hall or a replacement building if the Fire Hall is destroyed for storage of the equipment, parking of

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fire vehicles and use by firefighting volunteers as soon as practicable. Sturgeon County will be charged annually, as defined in Schedule “B”, for the use of the Fire Hall.

Use charges will be for facility areas as defined in Section 1, including utilities, one phone line (back up emergency line), internet and access to the central washrooms in the building in which the Fire Hall is located.

11. The Town agrees to maintain the contracted emergency dispatch service arrangement with Parkland County or its successor.
12. Maintenance of hydrants will continue to be performed by the Town Public Works staff.

Training Ground Provision

13. The Town agrees to continue under this agreement to provide to Sturgeon County, access to and use of the designated lands on the north-eastern area surrounding the lagoon for the purposes of facilitating the training facility.

Sturgeon County’s Service Provision

14. Sturgeon County agrees to provide the Services according to the terms of this Agreement as described in Schedule “A”, at a rate or fee as described in Schedule “B”, of this Agreement. Sturgeon County may not substitute any other agent or subcontractor to provide the Services without the express written consent of the Town, which consent may be withheld at the Town’s sole discretion. The Town acknowledges that full time and paid on call/volunteer fire fighters under the direction of Sturgeon County will be involved in the delivery of the Services.
15. Sturgeon County is an independent contractor for the purposes of this Agreement and shall not be deemed to be a servant, employee or agent of the Town. Sturgeon County shall provide all administrative support and other resources required to deliver the Services unless otherwise agreed to in this contract.

Warranties

16. Sturgeon County warrants that the Materials will not infringe any patent, copyright, trade secret, industrial design, trademark or other proprietary or contractual right; and Sturgeon County agrees to indemnify the Town against any liability or expense arising out of any breach of this warranty.

This clause shall survive this agreement.

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17. Sturgeon County agrees to correct any defects in the Materials at Sturgeon County's own expense.

This clause shall survive this agreement.

Occupational Health and Safety - Workers' Compensation

18. Sturgeon County will comply with the *Occupational Health and Safety Act*, the *Workers' Compensation Act* and all other laws in force in Alberta relevant to the provision of the Services if applicable. On request, Sturgeon County will provide the Town with a certificate from the Workers' Compensation Board showing Sturgeon County is registered and is in good standing with the board, if applicable.

Indemnity and Insurance

19. Sturgeon County agrees to indemnify and hold harmless the Town from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which Sturgeon County is legally responsible arising out of negligence or wilful acts by Sturgeon County or Sturgeon County's employees or agents.

This clause shall survive this agreement.

20. The Town agrees to indemnify and hold harmless Sturgeon County from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Town is legally responsible arising out of negligence or wilful acts by the Town or the Town's employees or agents.

This clause shall survive this agreement.

Safety and Security

21. Subject to the Town's reasonable security requirements, the Town will provide Sturgeon County with access to its facilities and systems, as necessary to enable Sturgeon County to fulfill its obligations under the Agreement. Sturgeon County, Sturgeon County employees, subcontractors and agents, when using any of the Town's buildings, premises, equipment, electronic hardware and software must comply with all safety and security policies, regulations and directives relating to those buildings, premises, equipment, electronic hardware and software.

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22. CONTROL, ACCESS, SECURITY AND RETENTION OF RECORDS

- 22.1 The Town retains control of all records created under this agreement.
- 22.2 Upon receipt of a request under the *Freedom of Information and Protection of Privacy (FOIP) Act* for a record created under this agreement, the Town shall notify the County and the County will, without delay, provide the Town with records responsive to the request, including without limitations any request pursuant to sections 35 or 36 of the FOIP Act.
- 22.3 The County will protect business and personal information in its custody under this agreement by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, disposal, and disaster.
- 22.4 The County will immediately report any unauthorized use or disclosure, or suspected unauthorized use or disclosure of information created under this agreement to the Town's FOIP Head.
- 22.5 The County will cooperate with investigations undertaken by the Town, by a third party instructed by the Town, or by a person or body with statutory authority to conduct an investigation, regarding the collection, use or disclosure of information.
- 22.6 The County will maintain the records created under this agreement in accordance with the County's Corporate Record Structure, until such time as termination of this agreement. Upon termination of this agreement, the County will transfer the records in its custody to the Town at the Town's sole expense.

Invoicing for Services

23. Invoices for services rendered shall be submitted annually, or as otherwise agreed to, by both the Town and Sturgeon County and shall be paid within 60 days from the invoice date.
24. The Town shall only be liable to pay Sturgeon County for services rendered under the terms of this Agreement up to and including the date of termination of this Agreement.
25. All property and services provided by Sturgeon County under this Agreement are being purchased by the Town of Bon Accord and are subject to the Goods and Services Tax (GST).

Notices

26. Any and all notices permitted or required to be given under this Agreement must be delivered in writing to the offices of the respective parties.

2022-2026 FIRE SERVICE AGREEMENT

Communications

27. All communications shall be to the addresses below.

TO THE TOWN:

Town of Bon Accord
Box 779
Bon Accord, Alberta
T0A 0K0

Attention: CAO

TO STURGEON COUNTY:

Sturgeon County
9613 100 Street
Morinville, Alberta
T8R 1L9

Attention: Fire Chief

Either party hereto may, upon notice to the other party, change its address for payments and notices under this Agreement.

Termination

- 28. Either party may terminate the engagement evidenced by this Agreement in full or in part at any time by giving a minimum of six (6) months' notice, unless otherwise agreed to, in writing to the other party of its intention to do so. Upon termination Sturgeon County shall submit an invoice for services rendered but not previously invoiced.
- 29. Upon receipt of a notice of termination, Sturgeon County shall prepare and deliver to the Town a written report, if required, on the services rendered to the termination of the engagement.

This clause shall survive this agreement.

General Terms

- 30. Time is of the essence in this Agreement.
- 31. This Agreement enures to the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns. Neither party may assign its rights and obligations under this Agreement without the express written consent of the other party.

2022-2026 FIRE SERVICE AGREEMENT

32. This Agreement supersedes any previous representations, warranties, terms, conditions, or other agreements made between parties with respect to the administrative and operations of the fire department by Sturgeon County.

This agreement and Appendixes and Schedules are complementary, however; in the event of conflict within or between the body of the Agreement and the Appendixes or Schedules, the provisions in the body of the Agreement shall govern.

33. No term or condition of this Agreement shall be deemed to be waived unless the waiver is in writing. Any waiver of default committed by either of the parties in the observance or performance of this Agreement shall not extend or be deemed to extend or affect any other default.

34. If any time during the continuance of this Agreement, the parties consider it necessary to amend this Agreement, they may do so by a written document signed by each party or by exchange of letters signifying mutual agreement between the parties and all amendments in such written document or letters shall be adhered to and have the same force and effect as if they had been originally embodied in and formed part of this Agreement.

35. Sturgeon County acknowledges that the Town has no obligation to renew, extend or offer a new contract at the end of the term of this Agreement.

The parties have executed this Agreement, each by its duly authorized representative, on the respective dates shown below.

TOWN OF BON ACCORD

Date: _____

Greg Mosychuk, Mayor

Joyce Pierce, CAO

STURGEON COUNTY

Date: _____

Alanna Hnatiw, Mayor

Reegan McCullough, County Commissioner

Patrick Mahoney, Fire Chief

2022-2026 FIRE SERVICE AGREEMENT

Schedule “A” – Sturgeon County Service Provisions

1. Manage and coordinate the Fire Hall related activities, including but not limited to: officers and/or firefighter meetings, volunteer recruitment, and training.
2. Oversee the District Fire Chief, Officers, the members, and validate the appointment thereof.
3. Coordinate and manage all vehicle and equipment maintenance and fuel costs, including certifications and insurance requirements.
4. Ensure and provide adequate supplies for operation of the volunteer fire services.
5. Manage the delivery of firefighting services according to the Town of Bon Accord Bylaw(s) through application of Sturgeon County’s approved standard operating guidelines.
6. Respond to all emergency calls which originate within the boundaries of the Town. Emergency calls shall mean calls which request the fire department or firefighting services to attend or be provided.
7. Implement and communicate implementation of fire bans and the lifting of fire bans.
8. Inspection and approval of all fire pits within Town limits.
9. Oversee and act as the Authority of Having Jurisdiction on National Fire Code - Alberta Edition Inspections and related matters on an “As Requested” or “As Required” basis.
10. Provide an annual report to Council, completion of all Provincial fire related reports as required, and assist with other fire department reports (i.e. budget, insurance, etc.)

2022-2026 FIRE SERVICE AGREEMENT

Schedule “B” – Fees

Sturgeon County Fees Chargeable to the Town:

Fees will be invoiced annually. The fee for Services will be a flat fee in the first year of this Agreement and shall increase by 2 % each subsequent year of the term of this Agreement. The Town agrees to pay the following:

- 2022 - Town pays \$28,700.47;
- 2023 - Town pays \$29,274.48;
- 2024 - Town pays \$29,859.97;
- 2025 - Town pays \$30,457.17 and
- 2026 - Town pays \$31,066.31.

Town Fees Chargeable to Sturgeon County:

(1) Facility Use charges. The facility use charge will be a flat fee in the first year of this agreement and shall increase by 2 % each subsequent year of the term of this agreement:

- 2022 - \$9471.14, plus GST;
- 2023 - \$9660.56 plus GST;
- 2024 - \$9853.77 plus GST;
- 2025 - \$10,050.85 plus GST; and
- 2026 - \$10,251.86 plus GST

(2) The County agrees to pay the Town per cubic metre for water used during emergencies within the County as per the Town’s Water Bylaw truck fill rate. Water used during firefighter training will not be invoiced for.

TOWN OF BON ACCORD

Request for Decision (RFD)

MEETING: Special Council Meeting
MEETING DATE: March 30, 2021
AGENDA ITEM: Enforcement Services Agreement

RECOMMENDATION:

THAT Council rescind the 2022 – 2026 Enforcement Services Agreement that was approved on February 16, 2021, and further

THAT.... Council approves the revised 2022 – 2026 Enforcement Services Agreement between the Town of Bon Accord and Sturgeon County, as presented.

BACKGROUND:

Council approved the Enforcement Services Agreement at the February 16, 2021 regular meeting of council.

Enforcement Services Agreement

COUNCILLOR HOLDEN MOVED THAT Council approve the 2022 – 2026 Enforcement Services Agreement between the Town of Bon Accord and Sturgeon County, as presented.

CARRIED RESOLUTION 21-048

Further negotiations has seen an amendment, going from CPI 3% to 2%, has been made to this Agreement.

FINANCIAL IMPLICATIONS: N/A

LEGAL IMPLICATIONS: N/A

LEGISLATIVE HISTORY:

ALTERNATIVES:

1. Council rescinds the 2022 – 2026 Enforcement Services Agreement that was approved on February 16, 2021, and further, that Council approves the revised 2022 – 2026 Enforcement Services Agreement between the Town of Bon Accord and Sturgeon County, as presented.

2. Council declines the revised 2022 – 2026 Fire Services Agreement between the Town of Bon Accord and Sturgeon County.

Prepared and Submitted By: Julia Miller

Reviewed By: CAO

Date: March 4, 2021

Enforcement Services Agreement

SCHEDULE "A"

1. Effective January 1, 2022, the fee schedule will be based on providing 52 weeks of service at one (7.0 Hour Day) per week.

Amount

- January 1, 2022 to December 31, 2022 @ ~~\$114.35/hr~~ **\$113.24 /hr**.....~~\$41,623.40~~
\$41,219.36
- January 1, 2023 to December 31, 2023 @ ~~\$117.78/hr~~ **\$115.50/hr**.....~~\$42,871.92~~
\$42,042.00
- January 1, 2024 to December 31, 2024 @ ~~\$121.31/hr~~ **\$117.81/hr**..... ~~\$44,156.84~~
\$42,882.84
- January 1, 2025 to December 31, 2025 @ ~~\$124.95/hr~~ **\$120.17/hr**..... ~~\$45,481.80~~
\$43,741.88
- January 1, 2026 to December 31, 2026 @ ~~\$128.70/hr~~ **\$122.57 /hr**.....~~\$46,846.80~~
\$44,615.48

2. Overtime Services, overtime rates after a regular seven (7) hours shift will be charged out at time and a half rate.

3. Commencing on January 1, 2023, the second year of this agreement hourly fees and overtime rates shall increase by ~~three (3)~~ **two (2)** percent.

4. Commencing on January 1, 2024, the third year of this agreement hourly fees and overtime rates shall increase by ~~three (3)~~ **two (2)** percent.

5. Commencing on January 1, 2025, the fourth year of this agreement hourly fees and overtime rates shall increase by ~~three (3)~~ **two (2)** percent.

6. Commencing on January 1, 2026, the fifth year of this agreement hourly fees and overtime rates shall increase by ~~three (3)~~ **two (2)** percent.

Enforcement Services Agreement

Entered into this ____ day of _____, 2021.

Sturgeon County
in the Province of Alberta
(Hereinafter referred to as the “Sturgeon”)

And

Town of Bon Accord
in the Province of Alberta
(Hereinafter referred to as Bon Accord)

WHEREAS, Bon Accord desires to engage the services of Sturgeon as an independent contractor to provide services as Peace Officers and Bon Accord desires to accept Sturgeon’s engagement as an independent contractor all upon terms and conditions herein contained;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto in consideration of the mutual covenants and agreement set forth, covenant and agree with each other as follows:

1.0 BACKGROUND

- 1.1 Peace Officer services are required by Bon Accord in order to assist in its municipal operations.
- 1.2 Sturgeon has been asked by Bon Accord to provide Peace Officer services.

2.0 DESCRIPTION AND SCOPE OF SERVICES

- 2.1 Sturgeon will, on behalf of Bon Accord, supply Peace Officer services to Bon Accord which services will include the enforcement of municipal bylaws and such provincial statutes as the Peace Officer shall be authorized to enforce. Sturgeon shall provide an enforcement vehicle and related vehicle equipment.
- 2.2 Bon Accord will provide office space, support staff and assistance as required.

Enforcement Services Agreement

3.0 APPOINTED PEACE OFFICER

- 3.1 For the purposes of the applicable provincial legislation and municipal bylaws relating to Peace Officer services, Bon Accord shall designate Sturgeon's Peace Officers and Animal Control Officer as its Peace Officers and Bylaw Officers as required.
- 3.2 Both Sturgeon and Bon Accord shall take all necessary steps to obtain any necessary Provincial approvals for Sturgeon to provide the services under this Contract.

4.0 LEVEL AND STANDARDS

- 4.1 The appointed Peace Officers and Animal Control Officer shall perform the required duties using independence and judgment in relation to the relevant bylaws and provincial statutes.
- 4.2 The appointed Peace Officers and Animal Control Officer will endeavor to maintain reasonable and effective enforcement of bylaws and provincial statutes in Bon Accord.
- 4.3 Sturgeon shall deal with complaints and discipline of its Peace Officers and Animal Control Officer in relation to services provided under this Agreement in accordance with Sturgeon's Bylaws and polices.

5.0 TERM

- 5.1 This agreement will come into effect upon it being signed by both parties.
- 5.2 The services to be provided under the Agreement shall be carried out between January 1, 2022 and December 31, 2026.

6.0 FEES, EXPENSES AND PAYMENTS

- 6.1 The cost of Peace Officer and Animal Control Officer services is set out in Schedule "A" which Bon Accord agrees to pay to Sturgeon in the manner provided in Article 6.2;
- 6.2 The Town will forward, upon being invoiced by the County, on a quarterly basis (Approximately January 15, April 15, July 15 and October 15) one quarter the amount shown in Schedule "A";

Enforcement Services Agreement

- 6.3 Should Bon Accord request additional Peace Officer and Animal Control Officer services in excess of those set out in Schedule “A”, such additional work shall be charged at an hourly rate set out in Schedule “A” subject to Sturgeon agreeing to provide the service.

7.0 CONFIDENTIALITY AND NON-DISCLOSURE

- 7.1 Unless required by law, any data or other information concerning Sturgeon’s Peace Officers and Animal Control Officer that is obtained by Bon Accord shall be treated as confidential and shall not be disclosed without prior approval by Sturgeon.
- 7.2 Unless required by law, any data or other information concerning Bon Accord that is obtained by Sturgeon’s Peace Officers and Animal Control Officer shall be treated as confidential and shall not be disclosed without prior approval by Bon Accord.

8.0 CONTROL, ACCESS, SECURITY AND RETENTION OF RECORDS

- 8.1 The Town retains control of all records created under this agreement.
- 8.2 Upon receipt of a request under the *Freedom of Information and Protection of Privacy (FOIP) Act* for a record created under this agreement, the Town shall notify the County and the County will, without delay, provide the Town with records responsive to the request, including without limitations any request pursuant to sections 35 or 36 of FOIP Act.
- 8.3 The County will protect business and personal information in its custody under this agreement by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, disposal, and disaster.
- 8.4 The County will immediately report any unauthorized use or disclosure, or suspected unauthorized use or disclosure of information created under this agreement to the Town’s FOIP Head.
- 8.5 The County will cooperate with investigations undertaken by the Town, by a third party instructed by the Town, or by a person or body with statutory authority to conduct an investigation, regarding the collection, use or disclosure of information.
- 8.6 The County will maintain the records created under this agreement in accordance with the County’s Corporate Record Structure, until such time as termination of this

Enforcement Services Agreement

agreement. Upon termination of this agreement, the County will transfer the records in its custody to the Town at the Town's sole expense.

9.0 IDEMNIFICATION

- 9.1 Sturgeon's Peace Officers and Animal Control Officer will, when on assignments, comply with any safety and security regulations and procedures in effect regarding Bon Accord's bylaws.
- 9.2 Sturgeon will indemnify and save harmless Bon Accord against all claims, damages and expenses that relate to injury to Sturgeon's Peace Officers and Animal Control Officer while performing Peace Officer and Animal Control Officer functions pursuant to this agreement unless such injury results from a willful or negligent act on the part of Bon Accord, its officers, employees or agents.
- 9.3 Sturgeon shall not be liable for any claims or other legal action that may result from or in any way relate to the Peace Officer and Animal Control Officer services performed on behalf of Bon Accord.
- 9.4 Notwithstanding 9.3 above, Town shall not be liable for any claims or legal action that result from negligence, illegal action or inappropriate behavior on the part of the Peace Officer and Animal Control Officer whether or not the services are being performed on behalf of Bon Accord.

10.0 TERMINATION OF CONTRACT

- 10.1 Either party may terminate this agreement at anytime without cause by giving notice in writing to the other party of not less than 180 days.
- 10.2 Upon termination, Sturgeon shall submit to Bon Accord, an invoice for services rendered but not previously invoiced and Bon Accord shall pay such invoice within thirty (30) days of receipt.

11.0 AMENDMENTS

- 11.1 This agreement may be amended solely by written agreement of both parties.
- 11.2 This agreement represents the entire agreement between the parties. No other terms, representations or warranties, verbal or otherwise, are to be inferred or implied.

Enforcement Services Agreement

12.0 CONTRACT RENEWAL

12.1 Contract renewals will be available subsequent to this agreement as determined by both parties.

13.0 ARBITRATION

13.1 Should a dispute arise, the County Commissioner and CAO of each municipality will determine a resolution through discussion and consensus.

14.0 BINDING

14.1 This agreement ensures to the benefit of and is binding upon the parties to this agreement and their respective successors and any assignees or Sturgeon and Bon Accord.

15.0 REPRESENTATIVES

15.1 The representatives of the parties and the address for notices for the purpose of this agreement are as follows.

a) Sturgeon County
Representative: Manager of Protective Services
Address: 9613 – 100 Street
Morinville, Alberta T8R 1L9

And

Town of Bon Accord
Representative: CAO
Address: Box 779
Bon Accord, AB T0A 3J0

Enforcement Services Agreement

16.0 SIGNATURES

16.1 This agreement is executed by the parties as of the date shown on the first page of this agreement.

Town of Bon Accord (Mayor)

Sturgeon County (Mayor)

Town of Bon Accord (CAO)

Sturgeon County (CAO)

DRAFT

Enforcement Services Agreement

SCHEDULE "A"

1. Effective January 1, 2022, the fee schedule will be based on providing 52 weeks of service at one (7.0 Hour Day) per week.

Amount

- January 1, 2022 to December 31, 2022 @ \$113.24 /hr.....\$41,219.36
- January 1, 2023 to December 31, 2023 @ \$115.50/hr.....\$42,042.00
- January 1, 2024 to December 31, 2024 @ \$117.81/hr..... \$42,882.84
- January 1, 2025 to December 31, 2025 @ \$120.17/hr..... \$43,741.88
- January 1, 2026 to December 31, 2026 @ \$122.57 /hr.....\$44,615.48

2. Overtime Services, overtime rates after a regular seven (7) hours shift will be charged out at time and a half rate.

3. Commencing on January 1, 2023, the second year of this agreement hourly fees and overtime rates shall increase by two (2) percent.

4. Commencing on January 1, 2024, the third year of this agreement hourly fees and overtime rates shall increase by two (2) percent.

5. Commencing on January 1, 2025, the fourth year of this agreement hourly fees and overtime rates shall increase two (2) percent.

6. Commencing on January 1, 2026, the fifth year of this agreement hourly fees and overtime rates shall increase by two (2) percent.

**TOWN OF BON ACCORD
Request for Decision (RFD)**

MEETING:	Special Council Meeting
MEETING DATE:	March 30, 2021
AGENDA ITEM:	Recreation Funding Agreement 2021-2025
RECOMMENDATION:	THAT.... Council to approve the Recreation Cost Sharing Funding Agreement 2021-2025, as presented.
BACKGROUND:	As Council is aware administration has been negotiating the recreation cost sharing funding agreement regionally for the past couple of years with Sturgeon County administration. Sturgeon County presented a proposal for consideration back in 2019, this proposal was met with some concern, hence administration going to the table with assistance from our consultant to develop a more acceptable formula and agreement to take back to Sturgeon County. The proposal had been presented to Council by the Consultant in 2020. The proposal has been negotiated by administration on behalf of the municipalities and through administrative agreement is being presented to Council today for review and consideration. Sturgeon County has approved this agreement at the Regular Meeting of Council Mar 23, 2021.
FINANCIAL IMPLICATIONS:	\$248,500 unbudgeted revenue and \$50,000 unbudgeted Capital Reserve Fund transfer for 2021
LEGAL IMPLICATIONS:	N/A
LEGISLATIVE HISTORY:	
ALTERNATIVES:	<ol style="list-style-type: none">1. Council approve the Recreation Cost Sharing Funding Agreement 2021-2025 as presented.2. Council declines the Recreation Cost Sharing Funding Agreement 2021-2025 and directs administration to....
Prepared and Submitted By:	Reviewed By: Joyce Pierce, CAO Date: March 25, 2021

MEMORANDUM of AGREEMENT made this _____ day of _____, 2021.

BETWEEN

STURGEON COUNTY

(hereinafter referred to as “the County”)

-and-

THE TOWN OF BON ACCORD

(hereinafter referred to as “the Town”)

RECREATION COST SHARING AGREEMENT

WHEREAS the County and the Town support serving the recreational needs of their collective residents based on the principles of transparency, fairness, regional collaboration, and stewarding scarce resources efficiently in providing local services; and

WHEREAS it is recognized that the Town has developed recreation amenities which are accessed in part by residents of the County; and

WHEREAS it is acknowledged that while intermunicipal recreation services will require operational support from the County and the Town, it is expected that the community will also contribute to the operation of the recreational amenities through fees, fundraising, and volunteer support; and

WHEREAS the County acknowledges it wishes to pay its fair share for intermunicipal recreation accessed by its residents, and that this agreement represents a transition period wherein the County is increasing financial contribution to the Town’s recreation services in advance of the County and Town implementing a system to track resident usage at subregional recreation amenities; and

NOW THEREFORE in consideration of the mutual covenants, provisions and promises herein, the Parties agree as follows:

1. DEFINITIONS

- 1) **Agreement** means this Cost-sharing Agreement.

- 2) **Asset Management Planning** means the process of making the best possible decisions both locally and between the Parties regarding the operating, maintaining, renewing, future planning, replacing, and disposing of recreational infrastructure assets across the subregion, with the objective of maximizing benefits, managing risks, and providing satisfactory levels of service to residents in a financially sustainable manner.

- 3) **Capital Cost** means the costs of capital projects. For the purposes of this Agreement, Capital Costs applies to the capital projects related to the Town's recreational infrastructure assets.
- 4) **Capital Replacement Costs** means costs associated with repair or replacement of a tangible capital recreation asset including but not limited to doors and windows, roofing, heating and cooling systems, flooring, equipment, and other amenity improvements, having a value of \$5,000 or more.
- 5) **Capital Replacement Reserve** means the account in which annual payments related to capital replacement costs are maintained. The Capital Replacement Reserve is a restricted reserve maintained by the Town.
- 6) **Committee** means the Intermunicipal Committee, as established under the current Intermunicipal Collaboration Framework between the County and the Town.
- 7) **Consumer Price Index** means the annual Edmonton Consumer Price Index (CPI) for "all goods," as calculated by Statistics Canada for the most recent one-year period as of September 1 of the previous calendar year.
- 8) **Operating Cost** means the annual net operating cost/debt servicing contributions. For the purposes of this Agreement, Operating Costs applies to the operating and maintenance related to the Town's recreational amenities.
- 9) **Parties** means collectively, Sturgeon County and the Town of Bon Accord; Party means either one of them.

2. APPLICATION

- 1) Unless otherwise specifically provided for within the Agreement, this Agreement applies to:
 - a) The operation and delivery of the Town's recreational facilities, programs, and services;
 - b) The operation, management, maintenance, and capital replacement of the Town's recreation amenities required to provide recreation services; and
 - c) The use and enjoyment of the Town's recreational facilities, programs, and services by the residents of the Parties.

3. TERM AND RENEWAL

- 1) The Term of this Agreement shall be the period commencing upon the signing of this Agreement and continuing for a period of approximately five (5) years until its expiry on December 31, 2025. The Committee shall commence renegotiations of this Agreement no later than twelve months before the expiry of the Agreement.
- 2) The subsequent recreation agreement shall consider data reflecting resident usage commencing January 1, 2024 at the County's recreation amenities and the Town's recreation amenities to formulate the future allocation model beginning on January 1, 2026.
- 3) This Agreement may be amended by mutual consent in writing. Amended versions of the Agreement shall replace all previous versions of this Agreement.

4. ASSET AND RESIDENT USAGE PLANNING

- 1) The Parties shall implement an Asset Management Planning process by December 31, 2023 to support informed decision making both locally and between the Parties regarding the operating, maintaining, renewing, replacing, and disposing of the Town's recreational infrastructure assets. The objective is to maximize benefits, manage risks, and, where appropriate, plan for optimal future asset locations, and provide satisfactory levels of service to the public in a sustainable manner.
- 2) The Parties shall identify a system to track resident usage of County and Town recreation facilities, programs, and services by April 1, 2022. Systems to track resident usage at County and Town recreation facilities shall be implemented no later than April 1, 2023.
 - a) A new funding allocation model that incorporates data reflecting resident usage at the County's recreation amenities and the Town's recreation amenities shall be developed no later than January 1, 2024. The new allocation formula shall be monitored and adjusted to reflect resident usage by the Parties between January 1, 2024 through December 31, 2025 for implementation on January 1, 2026.

5. CONDITIONS

- 1) County residents shall pay for access to the Town's recreational facilities, programs, and services at the same rate as Town residents and Town residents shall pay for access to the County's recreational facilities, programs, and services at the same rate as County residents.
- 2) County residents shall have the opportunity to enroll and/or register in the Town's recreational programs and services under the same timeframes afforded to Town

residents and Town residents shall have the opportunity to enroll and/or register in the County's recreational programs and services under the same timeframes afforded to County residents.

- 3) The Town shall publicly acknowledge the County as a contribution partner to its recreation funding. This acknowledgment shall include signage, print, and social media recognition in a way that is mutually acceptable to the Parties' Chief Administrative Officers.

6. FINANCIAL RESPONSIBILITY AND REPORTING

- 1) For the ease of budget certainty, the County agrees to a fixed operating cost contribution amount for the duration of the agreement term (plus an annual increase of CPI or 2%, whichever is the greater), as identified in Schedule A of this Agreement. Unless otherwise agreed to by the Parties, the operating cost contribution amount shall be provided to the Town within thirty (30) days of the beginning of the calendar year.
- 2) The Parties recognize that over time, the Town's recreational assets may need to be renovated, upgraded, or replaced. As such, the Town will establish a restricted Capital Replacement Reserve, as identified in Schedule A of this Agreement. Unless otherwise agreed to by the Parties, the Capital Replacement Reserve contribution amount shall be deposited by the Parties into the reserve within thirty (30) days of the beginning of the calendar year.
 - a) Should funds within the Capital Replacement Reserve not be used within five (5) years of deposit, an asset management plan outlining how the funds will be used shall be developed by the Town and provided to the County.
- 3) The Town will provide to the County year-end financial accounting documentation related to all its recreational facilities, programs, and services, including detail where the County's recreational services funding contributions have been applied.

7. DISPUTES

- 1) If a Party believes there is a dispute under this Agreement with respect to the interpretation, implementation, or application of the Agreement, and wishes to engage in dispute resolution, the Dispute Resolution Process as identified in the current Intermunicipal Collaboration Framework between the County and the Town shall apply.

IN WITNESS WHEREOF, the Parties have affixed their corporate seals as attested by the duly authorizing signing officers of the Parties as of the day first below written.

Signed this _____ day of _____, 2021 at _____, Alberta.

STURGEON COUNTY

TOWN OF BON ACCORD

Mayor

Mayor

Chief Administrative Officer

Chief Administrative Officer

DRAFT

SCHEDULE A

Operating Cost Contributions

For the years 2021 – 2025, the County agrees to the following funding amounts; in turn, the Town will provide annual reporting on expenditures, per Section 6(3) of this Agreement:

- 2021 \$248,522
- 2022 2021 Funding Amount + CPI or 2% (whichever is greater)
- 2023 2022 Funding Amount + CPI or 2% (whichever is greater)
- 2024 2023 Funding Amount + CPI or 2% (whichever is greater)
- 2025 2024 Funding Amount + CPI or 2% (whichever is greater)

Capital Replacement Reserve Contributions

For the years 2021 – 2025, the Parties agree to each contribute annually to the Capital Replacement Reserve in the amount of \$50,000. The Town shall maintain control over the Capital Replacement Reserve account and will provide annual reporting on expenditures, per Section 6(3) of this Agreement.