



PLANNING & DEVELOPMENT SERVICES AGREEMENT

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This Agreement dated the _____ day of _____, 2018,

Between:

County of Vermilion River
(the "County")

-AND-

Villages of Kitscoty, Marwayne,
Dewberry and Paradise Valley
(collectively the "Villages")

PLANNING & DEVELOPMENT SERVICES SHARING AGREEMENT

WHEREAS:

The County is cognizant and recognizes that:

1. Ensuring vibrant, healthy & resilient communities for their residents is a desire and part of the County's strategic plan
2. Effective collaboration between municipalities enhances certainty and predictability for economic development, and promotes public confidence and sound planning and reliable provision of services; and
3. Public policy issues are complex and thus require planning & development services at a Professional Level.

The Villages of Kitscoty, Marwayne, Dewberry, and Paradise Valley desire to obtain Planning & Development Services for their municipality's to assist them during the development of Intermunicipal Development Plans (IDPs) and Intermunicipal Collaboration Frameworks (ICFs); and

The County and the Villages desire to share the County's Planning & Development Services to assist the Villages in a shared capacity to develop in-house components jointly with the Villages' administrations. This capacity building exchange is aimed at elevating the capacity of the municipalities to undertake similar projects in the future.

County and Villages have agreed that it is in their mutual best interests to minimize expenses and to carry out their purposes in an economical and efficient manner, including the sharing of employees whose skills and knowledge will assist both municipalities and the sharing of facilities and equipment; and

The Villages agree to compensate the County for the Planning & Development Services in accordance with the provisions of this Agreement;

Therefore:

THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and other good and valuable consideration herein contained,

Deleted: in the development of IDPs and ICFs, t

Deleted: Planning &

Deleted: and

Deleted: The Planning & Development Services provided by the County will be coordinated through the Director of Planning & Development, who will **coordinate** planning & development staff and other County departments, Government agencies, and adjacent municipalities. The Director is responsible for long range planning projects, identifying strategies for economic and community development with opportunities in rural and urban areas of the County through Community Planning and evaluating community's for current and future needs. ¶ The County and the Villages intend for the planning staff to remain an employee of the County and to be bound by all personnel policies of the County;¶

County and the Villages agree to share a variety of personnel, facilities, goods and services in accordance with the terms set forth below.

Deleted: the parties

Deleted: hereto agree as follows:

1. Intent and Purpose

- 1.1. The County employs and intends to employ planning & development staff on a permanent basis to provide Planning & Development Services for the County.
- 1.2. The parties agree that, beginning on **August 15, 2018**, upon request and subject to approval from the County, the planning & development staff may provide Planning & Development Services to the Villages that go above and beyond the Planning & Development Services provided under the County-Villages Agreement to Work Together and the associated Terms of Reference, as mutually agreed to between the requesting Village and the County.

2. Sharing of Personnel, Services, and Facilities.

Deleted: Planning

Deleted: and Compensation

2.1. Personnel.

- a. County shall make available to Villages the services of its planning & development employees, to the extent they are not otherwise occupied in providing services for County, to perform a variety of planning & development services, and other similar functions for Villages on an as needed basis and subject to an approved request by County.
- b. The County and the Villages intend for County personnel to remain an employee of the County and to be bound by all personnel policies of the County.

2.2. Services

- a. The Planning & Development Services provided under this agreement are outlined in Schedule A.

Moved (insertion) [2]

2.3. Coordination of Services

- a. The Planning & Development Services provided by the County will be coordinated through the Director of Planning & Development, who will approve Villages' request for sharing of planning & development staff and other County departments, Government agencies, and adjacent municipalities.

2.4. Equipment and Facilities.

- a. To the extent that the activities of Villages are and remain consistent with the overall purposes and goals of this Agreement, employees of County who are made available to Villages and employees and contractors hired directly by Villages, if any, may use office space, office supplies, office equipment and furniture, and similar items of County.

3. Method of Payment

Moved up [2]: <#>The Planning & Development Services provided under this agreement are outlined in Schedule A. ¶

3.1 Payment of Direct Costs

a. In consideration of the Planning & Development Services provided by the County's planning & development staff to the Villages during the duration of this Agreement, the Villages agree to reimburse the County for all expenses incurred by the County in performing planning & development work on the Villages' behalf. Such expenses include, but are not limited to, salaries and fringe benefits of County personnel who perform services for or otherwise assist the Villages' in carrying out its purposes, fees to independent contractors, the costs of travel conducted by employees and contractors, postage, long-distance telephone charges, mileage, printing, and other actual expenses; provided, however, that the Villages shall contract directly with vendors for the provision of such goods and services to the extent feasible.

Deleted: three-fifths (3/5) of

Deleted: relating to the provision of Planning & Development Services by its planning & development staff, including salary and overhead expenses

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Deleted: retirement benefits, and other employer-paid benefits, including retirement, responsibility for the staff's travel related to Planning & Development Services being provided to the requesting Village, and other applicable deductions.

3.2. Calculation of Payment for Salaries and Fringe Benefits.

a. Villages' payment for services of County personnel shall be based on the proportion of the salaries and fringe benefits of County's personnel expended on Villages' functions, as determined in accordance with time-sheets or other reasonable documentation prepared by County's employees pursuant to instructions of management and agreed to by County and Villages.

Deleted: The County shall submit an invoice to the Village's CAO each quarter for its 3/5 share of expenses, which shall be paid by the Village within thirty (30) days of its receipt. The Village further agrees to reimburse the County for any travel expenses related to Planning & Development Services incurred by planning & development staff and submitted in accordance with County policy.

3.3. Payment of Overhead Costs.

a. Villages shall pay County an additional amount to cover overhead costs, which shall be calculated by multiplying County's total overhead costs by the percentage obtained by dividing the total staff hours charged to Villages' activities by the total staff hours worked by all County staff. The overhead items to be reimbursed at this calculated percentage shall include, but are not limited to:

- i. costs of staff devoted to administrative matters, including, but not limited to, clerical, reception, and accounting activities, to the extent such costs are not accounted for under section 3.1;
- ii. storage;
- iii. equipment rental and maintenance;
- iv. depreciation of equipment and furniture owned by County;
- v. premiums for liability and other insurance;
- vi. general office supplies;
- vii. general telephone service, exclusive of long distance charges;
- viii. computer and word-processing supplies;
- ix. professional staff, board, and committee travel not accounted for under section 3.1;
- x. photocopying not accounted for under section 3.1;

- xi. GST;
- xii. rent and utilities;
- xiii. internet access costs;
- xiv. legal expenses.

If and when Villages shall use the services of any employee or contractor who is not also an employee or contractor of County, Villages shall pay an additional amount of rent in proportion to these employees' or contractors' use of County's office facilities.

3.4. Time of Payment.

- a. Villages shall make payment to County of the amounts due under this Agreement no less frequently than quarterly on the basis of detailed invoices submitted by County. Amounts in arrears for more than thirty (30) days shall earn interest at the rate of 1% per month.

4. Shared Duties and Responsibilities

- 4.1. During the days that planning & development staff perform work for the Villages, the parties agree that the Villages have the authority to oversee the work performed by planning & development staff, in as much that such work does not interfere or conflict with the staff's responsibility with the County.
- 4.2. The parties agree that planning & development staff shall at all times remain the employees of the County, and as such shall at all times be bound by all personnel policies of the County, and shall receive all benefits of a County employee.
- 4.3. The Villages agrees that they shall report to the Director of Planning & Development any and all personnel issues relating to planning & development staff so that the Director may take any necessary or appropriate actions pursuant to County policies.

5. Administration and Termination of the Agreement

- 5.1. This Agreement shall terminate upon completion of the IDPs and ICFs or April 1, 2020; whichever occurs first.
- 5.2. This Agreement may be extended, renewed, revised, and amended by mutual agreement of the parties at least sixty (60) days prior to any new term.
- 5.3. Either party may terminate this Agreement on sixty (60) calendar days written notice, or if prior to such action, the other party materially breaches any of its representation, warranties or obligations under this Agreement. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party responsible to reimburse the non-defaulting party for all costs incurred, as a result of the breach of this

Agreement, as provided for in this section, and shall be subject to such damages as may be allowed by law including all attorneys' fees and costs of enforcing this Agreement.

5.4. In the event of termination of this Agreement, the Villages agrees to reimburse the County for 3/5 of its costs incurred by planning & development staff until the date of such termination, consistent with Article 2 of this Agreement.

6. Discrimination and Harassment

7.1. The Villages agree that they shall not engage in any illegal discrimination or harassment conduct with regard to planning & development staff.

7. Communication and Contact

8.1. The following persons shall be contact persons for the parties, and notice given them, by certified return receipt requested mail to the addresses shown, shall constitute valid notice under the requirements of this Agreement:

For the County:
Roget Garnett
Director Planning & Development
rgarnett@county24.com
780.846.2244

For the Villages:
Sharon Williams
CAO, Village of Kitscoty (ACP Grant Managing Partner)
cao@vokitscoty.ca
780.846.2221

Sherry Johnson
CAO, Village of Dewberry
dewberry@mcsnet.ca
780.847.3053

James Warren
CAO, Village of Paradise Valley
pvadmin@mcsnet.ca
780.745.2287

Jordan Willner
cao.marwayne@hmsinet.ca
780.847.3962

The parties may amend such addresses by written notice to the other party at the given address.

8. Liability

- 9.1. Neither party shall be liable for their failure to fulfill any term or condition of this Agreement if fulfillment has been delayed, hindered, or prevented by an event of force majeure including, but not limited to, an Act of God.
- 9.2. The parties each agree to indemnify the other, and to hold the other harmless, for any and all losses, damages, or liabilities incurred due to the illegal or intentional acts of the other relating to any claims brought by or on behalf of planning & development staff, except that claims for Workers' Compensation benefits by planning & development staff shall be the sole and exclusive responsibility of the County.

9. Resolution of Disputes

- 10.1. The County and the Villages agree to the following methodology in resolving any potential conflicts when either municipality is of the opinion that an obligation of the other under this Agreement has been breached or matters arise where differences of opinion over actions or services need to be resolved. The municipalities want to resolve disputes:
 - a. At the earliest opportunity and at the point closest to where problems originate;
 - b. In a quick, inexpensive and uncomplicated way;
 - c. Using a clear procedural process to reach a solution; and
 - d. In a manner that maintains a smooth working relationship even when disagreement remains.
- 10.2. It is acknowledged that the dispute resolution protocols in this Agreement are in addition to, and do not replace protocols and remedies provided in legislation or under existing agreements between the municipalities.
- 10.3. If an elected official, administrator, or any staff person from either of the municipalities thinks that an obligation under an Agreement between the municipalities has been "breached", the matter should be brought to the attention of that municipality's CAO. The CAO will investigate the matter and, if it appears that a "breach" of the Agreement has occurred, the matter will be brought to the attention of the other municipality's CAO in writing, including details and the nature of the alleged breach.
- 10.4. Once notice of an alleged breach of this Agreement has been provided to the other municipality's CAO, within thirty (30) days the matter may be resolved directly between the municipalities through informal problem-solving discussions.
- 10.5. The parties recognize that disputes may occur outside a "breach" of this Agreement including divergent expectations in delivery of the Services, a variance in how a Village wishes to proceed, or any circumstance that may adversely affect or disrupt the Services or relationship(s) between the municipalities. In the event of such a dispute, the municipality

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that has the concern shall provide written notice of that concern to the other municipality's CAO and within thirty (30) days the parties shall attempt to resolve the dispute through informal problem solving discussions.

10.6. If the dispute is not resolved through informal discussions, the municipalities agree to attempt to resolve the dispute in good faith using negotiation, mediation, and final binding arbitration proposal. The municipalities agree to a mediated process (facilitated negotiation) as a preferential process to be encouraged. The municipalities may, by agreement, proceed directly to mediation without first exhausting an unassisted negotiation process.

10.7. Assisted dispute resolution processes are based on an assumption that the parties have significant differences of opinion and that third-party assistance is necessary to help resolve the disputes.

10.8. Negotiation

- a. The municipalities will identify the appropriate personnel who are knowledgeable about the issue and those staff members who will work to find a mutually acceptable solution through negotiation.
- b. The individuals participating in the negotiation will:
 - i. negotiate in good faith to find a solution;
 - ii. seek an integrated outcome in the decisions they make. An integrated outcome is one in which the parties elect to work together, integrating their resources, originality and expertise;
 - iii. attempt to craft a solution to the identified issue by seeking to advance the interests of all in the negotiation rather than by simply advancing their respective municipality's positions;
 - iv. fully explore the issue with a view to seeking an outcome that accommodates, rather than compromises, the interests of all concerned by:
 1. Clearly articulating their interests and the interests of their municipality;
 2. Understanding the interests of other negotiators whether or not they are in agreement with them; and
 3. Identifying solutions that meet the interests of the other municipality as well as those of their own.
- c. If the dispute cannot be resolved within thirty (30) days through negotiation between the appropriate personnel, the appropriate personnel must invite the Mayor for the Village and the Reeve for the County to join negotiations.

10.9. Mediation

- a. If the dispute cannot be resolved through negotiation, within thirty (30) days the municipalities will find a mutually acceptable mediator. For assistance finding an acceptable mediator, the municipalities may consult the Municipal Dispute Resolution Services at Alberta Municipal Affairs or may consult the Alternative Dispute Resolution Institute of Alberta.
- b. Mediation is a process of assisted negotiation in which the municipalities retain power over the substantive outcome of the negotiation and the mediator facilitates the process.
- c. The mediator will be responsible for the governance of the mediation process.

10.10. Final Binding Arbitration Proposal

- a. If the issue cannot be resolved through mediation, within thirty (30) days the municipalities will have the matter resolved by final binding arbitration proposal using a single arbitrator.
- b. In awarding a final binding arbitration proposal, the arbitrator must conduct the proceedings on the basis of a review of written documents and written submissions only, and must determine each issue by selecting one of the final written proposals submitted by either of the municipalities respecting that issue. No written reasons are to be provided by the arbitrator.
- c. If the municipalities can agree upon a mutually acceptable arbitrator, arbitration will proceed using that arbitrator. If the municipalities cannot agree on a mutually acceptable arbitrator, each municipality will produce a list of three candidate arbitrators. In the event there is agreement on an arbitrator evident from the candidate lists, arbitration will proceed using that arbitrator. If a mutually agreeable arbitrator is not found, the municipalities shall request that the Alberta Arbitration and Mediation Society make the selection of an appropriate practitioner.
- d. Subject to the above definition of final binding arbitration proposal, the arbitrator will be governed by principles of natural justice and fairness and may make rules and procedures (including reasonable time limits), as the arbitrator shall see fit pursuant to the Arbitration Act.

10.11. The parties agree that each of them shall be responsible for any and all costs, expenses, and attorneys' fees incurred by the other party due to a breach of this Agreement.

10. Principles

11.1. Respect for Area of Jurisdiction

- a. The parties shall endeavour to fulfill their responsibilities within this Agreement, while respecting each other party's area of jurisdiction.

11.2. Commitment

- a. The parties share a common goal of ensuring a clear understanding of responsibilities, principles, and procedures that govern this Agreement so that each party is accountable for effective communication and performance of their respective roles.
- b. This Agreement aims to strengthen the relationship between the parties and formalizes the parties' support for the principle of regional collaboration.

11.3. Transparency

- a. On matters subject to Services under the terms of this Agreement the parties make a commitment to:
 - i. ensuring that processes and procedures are conducted with openness, transparency, integrity, and accountability;
 - ii. engage and consult with residents, businesses, and stakeholder groups through meaningful, productive, and open dialog, when applicable; and
 - iii. provide each other with data and information, including copies of documents and other relevant paperwork, to the extent reasonably necessary to fulfill the Services within this Agreement; and
 - iv. provide the rationale regarding proposed alternatives to enable discussion of issues related to the assignment of new and/or expanded responsibilities, as applicable.

11.4. Collaborative Approach

- a. The County and the Villages see working together as beneficial for their municipalities and the region as a whole. The parties agree to enter into and participate in the provision of Services under this Agreement to reach a shared understanding and make mutually beneficial commitments.

(SIGNATURES ON THE NEXT PAGE)

PLANNING & DEVELOPMENT SERVICES SHARING AGREEMENT
BETWEEN THE COUNTY OF VERMILION RIVER AND THE VILLAGES OF
KITSCOTY, MARWAYNE, DEWBERRY, AND PARADISE VALLEY

IN WITNESS WHEREOF to make best efforts to adhere to the terms established in this Agreement, the parties have executed this Agreement on this ____ day of _____, 2018

THE COUNTY OF VERMILION RIVER

Per: _____

Reeve

Per: _____

Chief Administrative Officer

THE VILLAGE OF KITSCOTY

Per: _____

Mayor

Per: _____

Chief Administrative Officer

THE VILLAGE OF DEWBERRY

Per: _____

Mayor

Per: _____

Chief Administrative Officer

THE VILLAGE OF PARADISE VALLEY

Per: _____

Mayor

Per: _____

Chief Administrative Officer

THE VILLAGE OF MARWAYNE

Per: _____

Mayor

Per: _____

Chief Administrative Officer

Schedule A

Planning & Development Services

In accordance with Table 2 in the COUNTY OF VERMILION RIVER-VILLAGES OF KITSCOTY, MARWAYNE, DEWBERRY, AND PARADISE VALLEY INTERMUNICIPAL DEVELOPMENT PLANS AND COLLABORATION FRAMEWORKS WORK PLAN the scope of the Planning Services is outlined below.

Planning Services

Such planning services as provided by the County at the request of the Villages.

Deleted: Phase I: Organization

Development Services

Such development services as provided by the County at the request of the Villages.

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Other Services

The County will contribute the overall project management for the development of Intermunicipal Development Plans and Intermunicipal Collaboration Frameworks and other projects subject to Sub-section 1.2 of this Agreement.

Moved (insertion) [1]

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Deleted: shared capacity to develop the in-house components jointly with the Villages' administrations. This capacity building exchange is aimed at elevating the capacity of the municipalities to undertake similar projects in the future.¶

Such other services as provided by the County at the request of the Villages.

Moved up [1]: The County will contribute the overall project management for the development of the Plans and Frameworks and shared capacity to develop the in-house components jointly with the Villages' administrations. This capacity building exchange is aimed at elevating the capacity of the municipalities to undertake similar projects in the future.