

AGREEMENT TO WORK TOGETHER

BETWEEN

THE TOWN OF VERMILION

(the Town )

- and -

THE COUNTY OF VERMILION RIVER

(the County)

**COLLABORATIVE APPROACH**

The Town and the County see working together as beneficial for both the municipalities and the region as a whole. The parties voluntarily entered into and participated in a collaborative, consensus-based process to reach a shared understanding and make mutually beneficial commitments on several issues. Although the shared understanding and commitments have been called an “agreement” throughout this document, the shared understandings and commitment to work together will be pursued voluntarily.

**PURPOSE OF AGREEMENT**

The purpose of this agreement between the Town of Vermilion and the County of Vermilion River is to set out mutually agreed upon communication protocols, a cost sharing formula for recreation and cultural services, a shared economic development initiative, and the development and ongoing updating of an Inter-municipal Development Plan.

**REVIEW OF AGREEMENT**

The Town and the County agree that these agreements are based on their current relationship and they acknowledge that their relationship may change over time. In order to maintain the currency of the agreements, the Town and County agree to review any or all of the agreements on an as needed basis. Either party may request a review of any or all of the agreements on a minimum notice period of six months or less if both parties agree to a shorter period.

**DISPUTE RESOLUTION PROCESS**

If there is a dispute about any matter in this document, the issue will be discussed by the Reeve and Mayor at their monthly meeting. At this meeting, the opposing views, or the alternative suggestions will be recorded for review by the Councils if needed.

If the Reeve and the Mayor are unable to resolve the issue, a Joint Council Meeting will be held within thirty (30) days of the Mayor/Reeve meeting. The opposing views or alternative suggestions on the issue as recorded at the monthly Reeve and Mayor meeting will be reviewed. The Joint Councils may request additional information or expert opinions, or advice as needed, to assist them in resolving the issues. If an agreement is reached at the Joint Council Meeting, it will be ratified by Council resolutions.

If the Joint Councils cannot reach an agreement, either municipality may request that the Minister of Municipal Affairs appoint a mediator acceptable to both municipalities, or the Joint Councils may select a mediator independent of the Minister. The cost of the mediation will be shared equally between the municipalities, irrespective of the results.

Having made their best efforts, if the municipalities are not able to reach agreement through mediation, the municipalities agree to pursue other dispute resolution alternatives starting with the least adversarial process.

## **I. COMMUNICATION PROTOCOLS**

### **A. Objectives**

1. The Town and the County agree to work toward developing an increased level of trust between the municipalities.
2. The Town and the County agree to share all relevant information between the municipalities in a timely manner. Information is relevant if it relates to:
  - i. Matters set out in other parts of this document; and
  - ii. Shared services and shared activities.

### **B. Sharing Information and Joint Meetings**

1. The Town and County agree to provide each other with the complete Agenda package (as is provided to the public) for their respective regular Council meetings to provide notification of items to be discussed at each meeting.
2. Each municipality will make their best efforts to provide the Agenda prior to the other municipality's Council meeting.
3. The Chief Administrative Officer for each municipality will provide their Councillors with the contents of the Agenda package on an as needed basis.

4. The Town and County will alert each other if there is an Agenda item that has implications or considerations that they want to discuss jointly.
5. The Mayor and the Reeve and their respective Chief Administrative Officers agree to meet on a bi-monthly basis to share information and ideas relating to the County and the Town.
  - i. Meetings may be in person or by other means such as by conference call;
  - ii. The location, time and day of the month will be determined by the parties and may be changed at the mutual agreement of the parties.
6. If an issue is included or is intended to be included as a Council Agenda item, that issue may be discussed at the Mayor/Reeve bi-monthly meeting or at a meeting convened by the Town and the County.
7. The Town and the County agree to hold joint council meetings once per year in the spring, or at any time to discuss issues and share information relevant to both municipalities and the region.
8. The Town and the County agree to continue to attend a joint meeting of all the Mayors, Reeves, and Chief Administrative Officers of the municipalities within the County on a regular basis to discuss issues and share information relating to the attending municipalities and the region.
9. The Town and the County agree that the attendance at the above noted meeting may include other municipalities outside the County and other individuals as agreed upon by the parties.

## **II. PROVISION AND FUNDING OF PEOPLE SERVICES**

### **A. Context**

1. People services include services relating to parks, recreation, culture, and library facilities.
2. The Town and the County agree that there is an emerging demographic group of residents who want to live in a rural setting with access to urban services, including people services.
3. The Town and the County agree that many of their residents value and use the people services provided by the Town and the County.

4. They further agree that the provision of people services may assist in attracting and retaining residents and businesses to the area.

**B. Objectives**

1. The Town and the County want their residents to have access to people services while preserving their respective philosophies on the provision of services.
2. The Town and the County want to be responsive to the impact of changing demographics on the provision of people services. For example: a decreasing number of young people or an increasing number of seniors.

**C. Parks, Recreation and Culture Board (the Board)**

1. The Board membership will continue its current functions.
2. The Board will continue its current representation: one representative from the County, two representatives from the Town, members of the community at large, and the Director of Community Services.
3. The Board will prepare and recommend an annual budget for the provision of services related to parks, recreation and culture.
4. The County representative will be responsible for presenting the proposed budget to the County Council. The County Council may request clarification of the budget and proposed services from their representative or from the Director of Community Services.
5. The County will provide to the Town Council its agreement or its suggestion for changes to the budget.
6. The Town will include the County's suggestions in its budget process, or if the Town does not agree with the County's suggestions, the Town and County agree to negotiate the issues.

**D. Notification Process**

1. The notification process set out in this section will work in conjunction with the communication protocols set out in Part II. This section provides additional information specific to the agreement regarding the provision of services.

2. When a request for a new service, expansion of an existing service, or a request related to an existing service is made to either Council, or if either municipality desires to initiate a new service or expand an existing one, and the initiative has the potential of impacting the other municipality, the initiating Council will give notice to the other Council as soon as possible.

**E. Northern Lights Library System “Northern Lights” Membership**

1. Both the Town and the County agree that membership in the Northern Lights Library System provides a benefit to the library service and to the users of the library system in the town and throughout the County.
2. The Town and the County agree that they will both be members of the Northern Lights. If one or both municipalities decide to discontinue their membership in Northern Lights, they agree to notify the other in advance of the required notification period to Northern Lights.
3. As long as both the Town and the County are members of Northern Lights, the library will charge the same membership fee for residents of the Town and the County.
4. ~~At this time, the Town and the County agree not to include library services in the funding formula as long as both municipalities remain members of Northern Lights. If either party discontinues their membership in Northern Lights, the parties agree to renegotiate the sharing of funding for library services. The library contribution will be determined as per the Cost Sharing Formula less the individual membership NLLS fees that the Town of Vermilion pays.~~

**F. Old Landfill Site**

1. The County of Vermilion River agrees to pay the Town \$1,000 per year for the cost of ground monitoring as required by Alberta Environment. ~~As per Schedule ‘C’, annually~~ €This amount will increase by the following: 2017 - \$1250, 2018 - \$1500.

**G. Medical Clinic / Physician Recruitment & Retention**

1. The County of Vermilion River agrees to provide \$5,000 per year towards the operation of the Vermilion Midtown Medical Clinic.
2. The Town and the County agree to work together on Physician Recruitment & Retention with financial contributions determined by the Vermilion and Area Physician Recruitment & Retention Committee.

## **H. Cost Sharing Formula for People Services**

1. The Town and the County agree to share the operating costs and costs associated with the provision of designated recreation and culture services to Town residents and County residents living in the Recreation Area. The designated services at this time do not include parks ~~and library~~.
2. The Town and the County agree that the Town will charge the same user fee or membership fee to the County residents living in the Recreation Area and Town residents for the designated services.
3. The Town and the County have developed a cost sharing and funding formula that sets out the amount of funding that the Town and the County will contribute to the operating and administration costs associated with the designated services described in Appendix "A". The parties agree to review the formula every three (3) years.
4. The Town and the County agree to consider the addition or deletion of services to be addressed by the funding formula. A change in the services will be decided when the funding formula is reviewed. The decision will be by mutual consent.
5. The parties agree that the County will pay to the Town annually an amount equal to the County's portion of the operating costs for providing the designated services and the prorated portion of the recreation administration fee.
6. The Town and the County agree to review the population statistics annually and adjust the formula to reflect current population figures.

## **III. ECONOMIC DEVELOPMENT INITIATIVE**

### **A. Context**

1. The Town and the County want to pursue economic diversity within the region and need strong partners, an effective communication framework and a comprehensive action plan to accomplish this goal.
2. The County currently employs a part time Economic Development Officer and the Town employs a full time Economic Development Officer.
3. The Town and the County are members of the Chamber of Commerce.

4. The Town and the County agree to share studies, reviews, etc. and other information that related to economic development in the area that may be of mutual interest.

**B. Objectives of Sharing Economic Development Resources**

1. The Town and the County want to maximize their economic development efforts, share the associated costs and achieve an economy of scale in the provision of economic development services.
2. The Town and the County want to ensure that, as much as possible, new development opportunities are provided with comprehensive and accurate information about the Town, the Vermilion area and the rest of the County.
3. The County and the Town would like to share in economic development initiatives to assist them in enhancing existing economic development and proactively pursuing new economic development opportunities.

**C. Objectives of Partnering on Economic Development Initiatives**

1. The Town and the County want to promote a regional presence to attract new development.
2. The Town and the County want to minimize competition for Inter-municipal development.
3. The Town and the County want to deal with all developments within the Inter-municipal Development Plan in an equitable way and determine the sharing of operating and capital costs on a case by case basis.

**D. Implementation Considerations**

1. The Town Economic Development Officer and the County's Economic Development Officer will work together to meet the needs of new and existing developers.
2. The County's Economic Development Officer and the Town's Economic Development Officer will attend Chamber of Commerce meetings and other related events to ensure that information is shared with all parties involved in the economic development process.

**IV. Inter-Municipal Development Plan (the Plan)**

**A. Context**

1. The Town and the County want to minimize competition for development opportunities, to establish consistency in land development, and to facilitate Intermunicipal communication in land development matters.
2. The Town and the County want to be “development ready”.
3. The Town and the County want to be future oriented in their planning efforts. For example: facilitating the installation of “urban” services for “rural” developments within the Plan area through appropriate lot size, building location, etc. requirements.

**B. Plan Objectives**

1. The Plan will set out an Intermunicipal planning area with guidelines for the type of development, infrastructure, transportation systems, and timing for development.
2. As much as possible, the Plan will reflect the philosophies of the Town and the County with respect to development.
3. The plans have been completed and are reviewed every three (3) years.

**C. Application of Inter-Municipal Development Plan**

1. The Town and County agree that the Plan applies to lands within the boundaries of the Town and the County (the Joint Development Area). The area includes the County’s current Area as set out in the County’s Municipal Development Plan and the Urban Reserve lands, and as set out in the Town’s Municipal Development Plan, North 41 Gateway Area Structure Plan, and Highways 16/41 Crossroads Area Structure Plan. See maps attached as Appendix “B” and “C”.
2. The Town and the County agree that the Plan will provide policies and guidelines for:
  - i. the establishment of an Inter-Municipal Liaison Committee;
  - ii. the sharing of capital and operating costs associated with a new development;
  - iii. the sharing of the revenue generated by a new development;
  - iv. the development of roads, services, and infrastructure;
  - v. residential, commercial, and industrial development;
  - vi. community services – fire, policing, etc;
  - vii. social services;
  - viii. parks, recreation and culture;
  - ix. economic development;
  - x. Intermunicipal issues;



- xi. annexations;
- xii. dispute resolution;
- xiii. plan administration.

#### **D. Implementation of the Plan (IDP)**

1. The overall goals of the IDP are to:
  - a) Establish a land use concept plan that generally outlines the future land uses that may develop over time (between 30 and 50 years) within the IDP boundary;
  - b) Promote the IDP area as a desirable location for future development activity;
  - c) Maintain and enhance mutually beneficial policies and relationships between the two municipalities;
  - d) Outline a framework for the more detailed implementation of land development, economic development, transportation systems, municipal infrastructure and timing of development and infrastructure;
  - e) Continue to develop and maintain open lines of communication to resolve problems and seize opportunities for mutual benefit;
  - f) Identify areas where more detailed planning is required.

Attached as Appendix “D” is a copy of the Vermilion Inter-municipal Development Plan

2. The Town and the County agree each municipality’s development authority will notify the Liaison Committee of an application within the Joint Development Area.
3. Each municipality’s development authority will respond to an application within their own boundaries in the Joint Development Area in accordance with the Plan.
4. Depending on the nature of the proposed development, the Liaison Committee may provide recommendations related to the proposed development.
5. The Town and the County agree that they will amend their respective Land Use Bylaws to reflect the agreed upon concepts set out in the Plan.
6. The Town and the county have jointly developed Area Structure Plans to provide more detail to specific areas within the Joint Development Area.

## **E. Annexation**

1. If annexation is proposed, except for the Cargill (formerly known as United Grain Growers) property legally described as the NW 27-50-6-W4th, the Town and the County agree to negotiate in the spirit of co-operation, an arrangement that is acceptable to both municipalities.
2. The Town and the County agree that if they are unable to reach consent on an annexation application, they will continue to honour all existing agreements that were made by the parties prior to the annexation application. For example, these agreements might include sharing the costs of infrastructure, roads, water, sewer, people services, etc.

## **F. Provision of Services**

1. The County agrees to provide to the Town the sum of twenty five Thousand (\$25,000) dollars for each of three (3) years. The provision of services will begin when the Plan is complete. One example of the type of services intended is road work such as maintenance, grading, gravelling, oiling, or construction
2. The Town agrees to not make an application for annexation of the Cargill (formerly known as United Grain Growers) property legally described as the NW 27-50-6-W4th during the same three (3) year period.

## G. Renegotiation Clause

1. The Town and County agree that should the current fundamental structure of the Municipal Government Act (Linear Tax Assessment) change substantially, a new agreement will be negotiated following the completion of the existing operating year of the change. ie. If change is in September, 2016, a new agreement is required for 2017.

IN WITNESS whereof the parties have caused to be hereto affixed their respective Corporate Seals attested by the signature of their duly authorized signing officers as of the date, which is indicated first herein.

SIGNED, SEALED AND DELIVERED in the presence of:

TOWN OF VERMILION

\_\_\_\_\_  
Mayor

(Seal)

\_\_\_\_\_  
Town Manager

COUNTY OF VERMILION RIVER

\_\_\_\_\_  
Reeve

(Seal)

\_\_\_\_\_  
County Administrator



**Appendix “A”**  
**Sample Calculation**

PHASE I

For 2015, the County of Vermilion River will:

Increase the case amount that the County provides to all five (5) recreation areas within the County for General Recreation from Fifty Thousand (~~\$50,000~~\$60,000) Dollars per year. This increase applies to the Vermilion Recreation Area.

PHASE II

For 2012 and beyond, the funding formula as agreed to by the parties and included in this document will be used to calculate the contribution made by the County of Vermilion River to the shared portion of the current recreation and culture budget (“the Budget”) of the Town of Vermilion.

Population-Based Funding

The Town and the County agree that the funding for the Budget would be shared proportionately based on the population in the Vermilion Recreation Area.

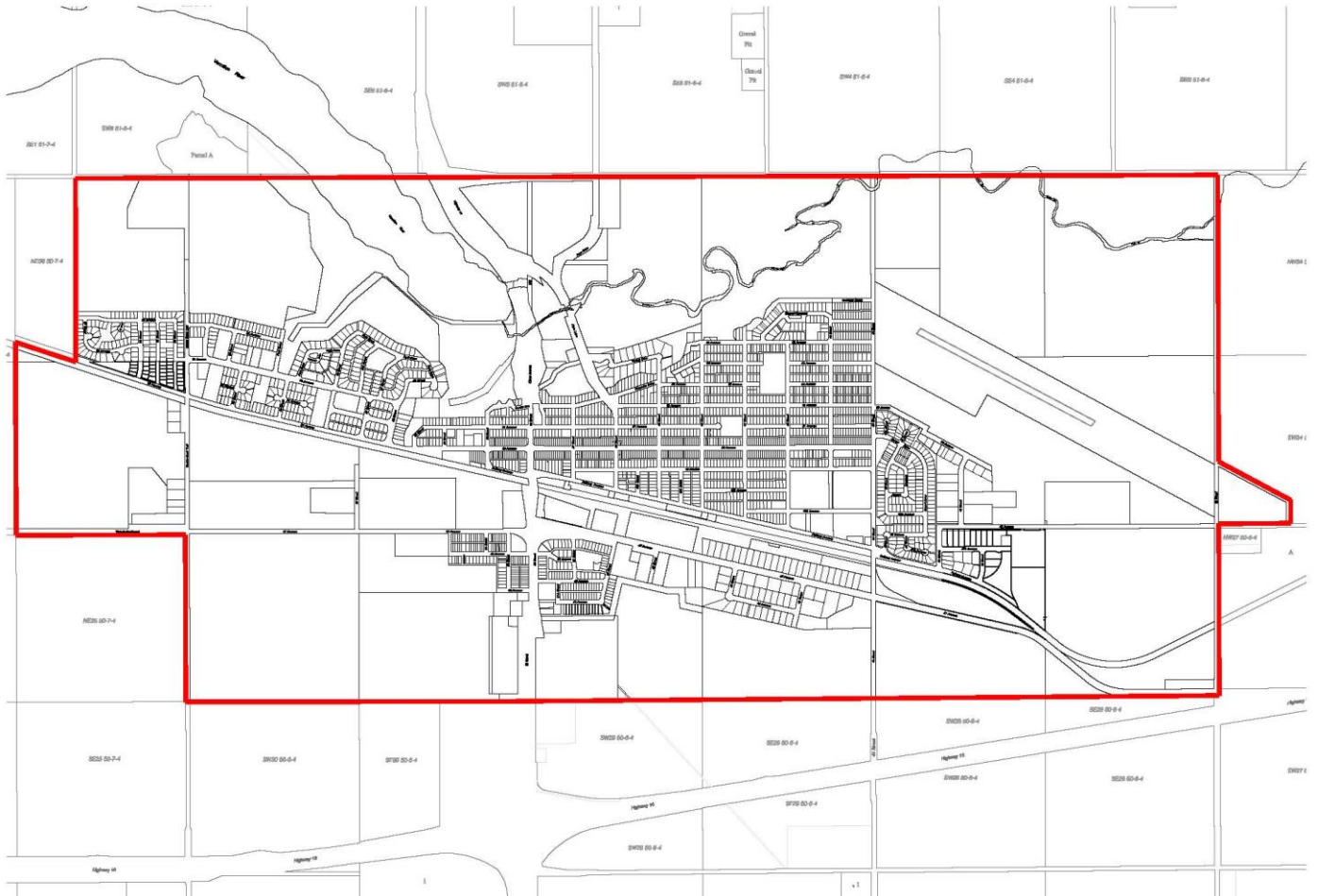
To assist in explaining the formula, figures based on the 2015 budgets have been used in sample calculation.

**Population Formula:**

<b>Population of Recreation Area</b>	<b>County</b>	<b>Town</b>	<b>Total</b>
By Number	1689	4545	6234
By Percentage	27.09%	72.91%	100%
<b>Recreation Budget Information</b>			
Shared Recreation Budget	\$224,605	\$604,501	\$829,106

# Appendix "B"

## Map of the Town of Vermilion



Appendix "C"  
Map of the County of Vermilion River

