INTERMUNICIPAL COLLABORATION FRAMEWORK

TOWN OF DEVON & CITY OF EDMONTON

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1. DEFINITIONS

In this Framework, unless the context otherwise states:

Amenity means a specific component of a Recreation Facility.

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

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

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

Joint Opportunity means an agreed upon opportunity for the Partners to collaborate on a particular Recreation Service.

MGA means the *Municipal Government Act*, RSA 2000, c M-26

Municipal Facility means a typical Recreation Facility that serves only the host municipality.

Partners means the Town of Devon and the City of Edmonton.

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

Recreation Facility means a publicly accessible venue for recreation activity.

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

1) Takes place within a tangible space (either outdoors or indoors), such as a Recreation Facility, but is not a natural area or park;

1) Is not an event or festival unless mutually agreed to by the Working Group as per 11.1b) of this Framework;
2) Is provided, funded or managed by one or more municipalities, or through a partnership with a municipality.

Recreation Services Inventory means a list of Recreation Services agreed to by the Partners, compiled in Schedule A.

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

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

Working Group means a group consisting of Representatives and other administrative staff from each of the Partners established, pursuant to section 11, to administer this Framework, make recommendations to their respective municipal Councils on issues arising under this Framework, and engage in dispute resolution in accordance with this Framework.

2. TERM AND REVIEW

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

3. LIMITATION

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

4. SCHEDULES

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

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

5. BACKGROUND

The Partners are members of the Edmonton Metropolitan Region Board (EMRB), a growth management board that collaboratively and strategically guides growth, agricultural resources, and servicing to support long-term regional prosperity. As members of the EMRB, the Partners are exempt from the requirement to prepare an Intermunicipal Development Plan (IDP) as part of this Framework.

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

6. PURPOSE

The purpose of this Framework is to create an Intermunicipal Collaboration Framework between adjacent municipalities pursuant to the MGA. The Framework will outline an agreed upon process, method, and accountability structure for the Partners to explore opportunities on an ongoing basis for joint Recreation Service planning, delivery and funding.

7. GOALS

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

8. OBJECTIVES

Through this Framework, the Partners intend to:

a) explore ways to deliver cost-effective services through strategic Recreation Facility planning and delivery;
b) enhance the quality of Recreation Services available in the region;
c) explore the equitable distribution of the costs and benefits of Recreation Service delivery in the region;
d) strengthen intermunicipal collaboration through ongoing discussion and collaboration on Recreation Services; and
e) support regional recreation data collection and sharing for informed decision-making and planning purposes.

9. COMMITMENTS

9.1. Good Faith Commitment

The Partners agree to operate in good faith.

9.2. Collaboration Commitment

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

10. METHODOLOGY

10.1. Scope

a) The Partners agree to limit the scope of the discussions under this Framework to Recreation Services as defined in Section 1.
b) The Partners reserve the right to expand the definition of Recreation Services to include events, festivals and/or other related topics in the future, if mutually agreed to by the Partners.

10.2. Recreation Service Identification and Inventory

a) The Partners will use the agreed upon definition of Recreation Service to identify the services to be considered in this Framework.
b) The Partners agree to compile and maintain an inventory of Recreation Service that will form the basis of the discussions under this Framework in Schedule A: Recreation Service Inventory.
c) Amendments to the Recreation Services Inventory (Schedule A) will be made 5-years after the date of signing, or sooner if mutually agreed to by the Partners.

10.3. Recreation Service Classification

The Partners agree to use the tool in Schedule B: Classification Matrix to aid in the classification of the Recreation Service in Schedule F.

11. GOVERNANCE

11.1. Working Group

a) The Partners agree to create a Working Group within 90 days of the adoption of this Framework.
b) The Working Group will establish and be governed by a terms of reference that addresses, at a minimum, the membership, roles, responsibilities, decision-making authority, record keeping and reporting expectations of the Working Group.

c) Members of the Working Group will report to their respective Councils on an as-needed basis.

11.2. Decision-Making

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

12. COMMUNICATION & INFORMATION SHARING

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

13. DISPUTE RESOLUTION PROCESS

To satisfy the requirements of section 708.29(3.1) of the MGA, the Partners agree to use the dispute resolution process outlined in Schedule C: Dispute Resolution Process.

14. FUTURE WORK

14.1. Prioritization Criteria

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

14.2. Data Collection

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

14.3. Protocol for Introducing New Recreation Services

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

14.4. Service Agreements

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

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

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

15. ADMINISTRATIVE MATTERS

15.1. Costs

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

15.2. Administrative Support

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

15.3. Bylaws

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

15.4. Correspondence

Written notice under this Framework shall be addressed as follows:

a) In the case of the Town of Devon to:

Town of Devon
c/o Chief Administrative Officer
1 Columbia Avenue West
Devon, AB T9G 1A1

b) In the case of the City of Edmonton to:

City of Edmonton
c/o Chief Administrative Officer
3rd Floor, City Hall
1 Sir Winston Churchill Square
Edmonton, AB
T5J 2R7

16. AMENDMENTS AND TERMINATION

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

16.2 Notwithstanding anything contained in this Framework, the Partners agree that this Framework is voluntary pursuant to Section 708.28(2) of the MGA and either Partner has the right to terminate this Framework. The Partners agree to give at least 90 days' written notice prior to termination.

16.3 Notwithstanding a notice of termination, the terminating Partner agrees to negotiate in good faith during the notice period, if so requested by the other Partner.

17. SERVICE ANALYSIS

17.1. Areas of Agreement

17.1.1. Joint Opportunities

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

17.1.2. Independent Opportunities

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

17.2. Areas for Future Discussion

a) The Partners agree to discuss the Recreation Services identified in Schedule F: Areas for Future Discussion at a future date to further explore and determine, within the spirit and intent of this Framework, whether

they should be considered in the future as independent opportunities or joint opportunities.

b) To further clarify section 17.2(a), the Partners agree that the discussions pursuant to 17.2(a) will not pertain to capital or operating costs executed or planned prior to the adoption of the respective resolutions creating this Framework.

c) The Partners agree that adopting this Framework does not predetermine the outcomes of the future discussions provided for by this Framework.

d) The Partners will adhere to any mutually agreed upon next steps identified for each area of future discussion.

e) The Partners agree to pursue the development of Principles of Collaboration and to consider jointly planning for recreation services and facilities to ensure that any future intermunicipal opportunities for the Partners are mutually identified, examined, understood and articulated.

18. EXECUTION

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

Ray Ralph, Mayor Town of Devon	Don Iveson, Mayor City of Edmonton
Date:	Date:
Tony Kulbisky, CAO Town of Devon	Adam Laughlin, Interim City Manager City of Edmonton
Date:	Date:

19. SCHEDULE A: Recreation Service Inventory

Recreation Service
Town of Devon
1. Dale Fisher Arena
2. Devon Mountain Bike Skills Park
3. Devon Outdoor Community Pool
4. Devon Recreation Centre (future)
5. Field of Dreams Ball Park
6. Voyageur Park and Boat Launch
City of Edmonton
1. A.C.T. Aquatic and Recreation Centre
2. Bill Hunter Arena
3. Bonnie Doon Leisure Centre
4. Borden Natural Swimming Pool
5. Callingwood Twin Arenas
6. Castle Downs Arenas
7. Central Lions Recreation Centre
8. City Arts Centre
9. Clareview Community Recreation Centre
10. Clarke Stadium
11. Commonwealth Community Recreation Centre
12. Commonwealth Stadium

13. Confederation Arena
14. Confederation Leisure Centre
15. Coronation Arena
16. Coronation Community Recreation Centre (future)
17. Crestwood Arena
18. Donnan Arena
19. Downtown Community Arena
20. Eastglen Leisure Centre
21. Edmonton Rowing Club
22. Edmonton Soccer Centre East
23. Edmonton Soccer Centre South
24. Edmonton Soccer Centre West
25. Edmonton Ski Club (Gallagher Park Ski Hill)
26. Edmonton Valley Zoo
27. Fort Edmonton Park
28. Fred Broadstock Outdoor Pool
29. George S. Hughes Southside Arena
30. Glengarry Arena
31. Grand Trunk Arena
32. Grand Trunk Fitness and Leisure Centre
33. Hardisty Fitness and Leisure Centre
34. Henry Singer Park

35. Hawrelak Park (Heritage Amphitheatre)
36. Ivor Dent Park
37. Jasper Place Bowl
38. Jasper Place Fitness and Leisure Centre
39. John Janzen Nature Centre
40. John Walter Museum
41. Kenilworth Arena
42. Kinsmen Sports Centre
43. Kinsmen Twin Arenas
44. Lewis Farms Facility (future)
45. Londonderry Arena
46. Londonderry Fitness and Leisure Centre
47. Michael Cameron Arena
48. Mill Creek Outdoor Pool
49. Mill Woods Recreation Centre
50. Mill Woods Senior & Multicultural Centre
51. Muttart Conservatory
52. Northgate Lions Seniors Recreation Centre
53. O'Leary Fitness and Leisure Centre
54. Oliver Outdoor Pool
55. Oliver Arena
56. Peter Hemingway Fitness and Leisure Centre

57. Queen Elizabeth Outdoor Pool
58. RE/MAX Baseball Field
59. Riverside Golf Course
60. Rogers Place
61. Rollie Miles Athletic Field District Park Renewal (future)
62. Rundle Park Golf Course
63. Russ Barnes Arena
64. Scona Indoor Pool
65. Snow Valley (Snow Valley Ski Club)
66. St. Francis Xavier Sports Centre
67. Telus World of Science
68. Terwillegar Community Recreation Centre
69. The Meadows Community Recreation Centre
70. Tipton Arena
71. Victoria Golf Course
72. Victoria Park Oval
73. Westwood Arena
74. Whitemud Equine Learning Centre

20. SCHEDULE B: Classification Matrix

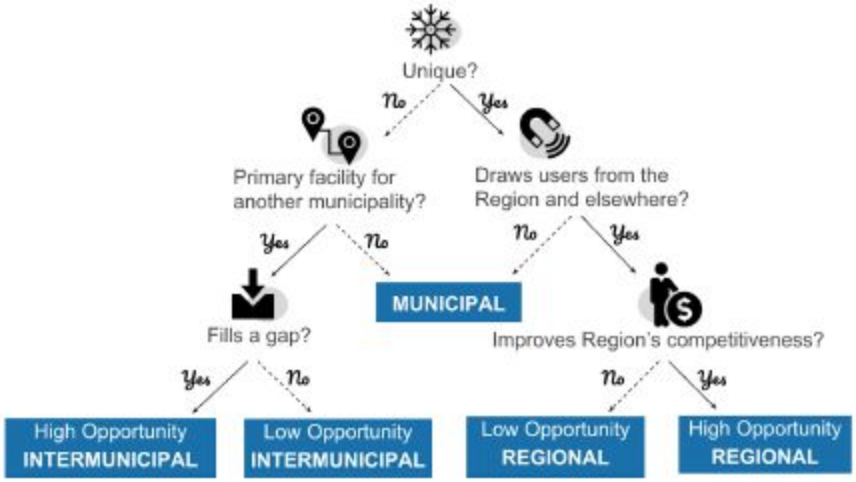
Figure 1 is a graphic representation of the decision-tree that will aid in the categorization of a Recreation Service. Answers to a series of ordered, binary questions will help to determine whether a particular Recreation Service has the potential - and the degree of that potential - to be planned,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

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

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

Recreation Services can contribute to the Region's economic competitiveness.

Figure 1: Recreation Service Classification Decision-Tree



21. SCHEDULE C: Dispute Resolution Process

Definitions

1 In this Schedule,

(a) "initiating party" means a Partner who gives notice under section 2 of this Schedule;

(b) "mediation" means a process involving a neutral person as a mediator who assists the Partners to a matter and any other person brought in with the agreement of the Partners to reach their own mutually acceptable settlement of the matter by structuring negotiations, facilitating communication and identifying the issues and interests of the Partners;

(c) "mediator" means the person or persons appointed to facilitate by mediation the resolution of a dispute between the Partners.

Notice of dispute

2 When a Partner believes there is a dispute under this Framework and wishes to engage in dispute resolution, the Partner must give written notice of the matters under dispute to the other Partner.

Negotiation

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

Mediation

4(1) If the dispute cannot be resolved through negotiations, the Representatives must appoint a mediator to attempt to resolve the dispute by mediation.

(2) The initiating party must provide the mediator with an outline of the dispute and any agreed statement of facts.

(3) The Partners must give the mediator access to all records, documents and information that the mediator may reasonably request.

(4) The Partners must meet with the mediator at such reasonable times as may be required and must, through the intervention of the mediator, negotiate in good faith to resolve their dispute.

(5) All proceedings involving a mediator are without prejudice, and, unless the Partners agree otherwise, the cost of the mediator must be shared equally between the Partners.

Report

5(1) If the dispute has not been resolved within 6 months after the notice is given under section 2 of this Schedule, the initiating party must, within 21 days, prepare and provide to the other Partner a report.

(2) Without limiting the generality of subsection (1), the report must contain a list of the matters agreed on and those on which there is no agreement between the Partners.

(3) Despite subsection (1), the initiating party may prepare a report under subsection (1) before the 6 months have elapsed if

(a) the Partners agree, or

(b) the Partners are not able to appoint a mediator under section 4 of this Schedule.

Arbitration

6(1) Within 14 days of a report being provided under section 5 of this Schedule, the Representatives must appoint an arbitrator and the initiating party must provide the arbitrator with a copy of the report.

(2) Where arbitration is used to resolve a dispute further to subsection (1), the Partners defer to Divisions 2 and 3 of Part 17.2 of the Municipal Government Act, as amended.

22. SCHEDULE D: Agreed Upon Joint Opportunities

RECREATION SERVICE	CURRENT PROVIDER (municipal, intermunicipal, third party)	CLASSIFICATION
Town of Devon		
None as of the adoption of this Framework		
City of Edmonton		
None as of the adoption of this Framework		

23. SCHEDULE E: Agreed Upon Independent Opportunities

RECREATION SERVICE	CURRENT PROVIDER (municipal, intermunicipal, third party)
Town of Devon	
1. Dale Fisher Arena	Municipal
2. Devon Mountain Bike Skills Park	Municipal
3. Devon Outdoor Community Pool	Municipal
4. Field of Dreams Ball Park	Municipal
5. Voyageur Park and Boat Launch	Municipal
City of Edmonton	
1. A.C.T. Aquatic and Recreation Centre	Municipal
2. Bill Hunter Arena	Municipal
3. Bonnie Doon Leisure Centre	Municipal
4. Borden Natural Swimming Pool	Municipal
5. Callingwood Twin Arenas	Municipal
6. Castle Downs Arenas	Municipal
7. Central Lions Recreation Centre	Municipal Central Lions Seniors Association operates, with some City Staff
8. City Arts Centre	Municipal

9. Clareview Community Recreation Centre	Municipal
10. Clarke Stadium	Municipal
11. Commonwealth Community Recreation Centre	Municipal
12. Confederation Arena	Municipal
13. Confederation Leisure Centre	Municipal
14. Coronation Arena	
15. Crestwood Arena	Municipal
16. Donnan Arena	Municipal
17. Downtown Community Arena	Municipal
18. Eastglen Leisure Centre	Municipal
19. Edmonton Rowing Club	Municipal Club operates
20. Edmonton Ski Club (Gallagher Park Ski Hill)	Municipal Club operates
21. Edmonton Soccer Centre East	MunicipalESA operates, in cooperation with EMSA and EDSA
22. Edmonton Soccer Centre South	MunicipalESA operates, in cooperation with EMSA and EDSA
23. Edmonton Soccer Centre West	MunicipalESA operates, in cooperation with EMSA and EDSA
24. Fred Broadstock Outdoor Pool	Municipal
25. George S. Hughes Southside Arena	Municipal
26. Glengarry Arena	Municipal
27. Grand Trunk Arena	Municipal

28. Grand Trunk Fitness and Leisure Centre	Municipal
29. Hardisty Fitness and Leisure Centre	Municipal
30. Hawrelak Park (Heritage Amphitheatre)	Municipal
31. Henry Singer Park (13 outdoor soccer fields, 4 ball diamonds)	Municipal Partnership with Edmonton Soccer Association (ESA), that operates.
32. Ivor Dent Park	Municipal
33. Jasper Place Bowl	Municipal
34. Jasper Place Fitness and Leisure Centre	Municipal
35. John Janzen Nature Centre	Municipal
36. John Walter Museum	Municipal
37. Kenilworth Arena	Municipal
38. Kinsmen Twin Arenas	Municipal
39. Lewis Farms Facility (future)	Municipal
40. Londonderry Arena	Municipal
41. Londonderry Fitness and Leisure Centre	Municipal
42. Michael Cameron Arena	Municipal
43. Mill Creek Outdoor Pool	Municipal
44. Mill Woods Recreation Centre	Municipal
45. Mill Woods Senior & Multicultural Centre	Municipal

46. Muttart Conservatory	Municipal
47. Northgate Lions Seniors Recreation Centre	Municipal
48. O'Leary Fitness and Leisure Centre	Municipal
49. Oliver Outdoor Pool	Municipal
50. Oliver Arena	Municipal
51. Peter Hemingway Fitness and Leisure Centre	Municipal
52. Queen Elizabeth Outdoor Pool	Municipal
53. RE/MAX Baseball Field	Municipal
54. Riverside Golf Course	Municipal
55. Rogers Place	Municipal Partnership: City owns arena; Oilers Entertainment Group operates.
56. Rollie Miles Athletic Field District Park Renewal (future)	Municipal
57. Rundle Park Golf Course	Municipal
58. Russ Barnes Arena	Municipal
59. Scona Indoor Pool	Municipal
60. Snow Valley (Snow Valley Ski Club)	Municipal
61. St. Francis Xavier Sports Centre	Municipal
62. Terwillegar Community Recreation Centre	Municipal

63. The Meadows Community Recreation Centre	Municipal
64. Tipton Arena	Municipal
65. Victoria Golf Course	Municipal
66. Victoria Park Oval	Municipal
67. Westwood Arena	Municipal

24. SCHEDULE F: Areas for Future Discussion

RECREATION SERVICE	CURRENT PROVIDER (municipal, intermunicipal, third party)	NEXT STEPS
Town of Devon		
1. Devon Recreation Centre (future)	Municipal	
City of Edmonton		
1. Commonwealth Stadium	Municipal	
2. Coronation Community Recreation Centre (future)	Municipal	
3. Edmonton Valley Zoo	Municipal City owns & operates. Valley Zoo Development Society raises funds for redevelopment.	
4. Fort Edmonton Park	Municipal Partnership - Owned by City; operated by Fort Edmonton Foundation, includes City staff.	
5. Kinsmen Sports Centre	Municipal	
6. Telus World of Science	Municipal Site leased from City by Edmonton Space & Science Foundation that operates.	
7. Whitemud Equine Learning Centre	Municipal Partnership - leased from City by Whitemud Equine Learning Centre Arena that operates.	