

## Master Shared Services Agreement

between

**City of Airdrie**

continued or incorporated under the Municipal Government Act, RSA 2000, c M-26  
("Airdrie")

and

**Rocky View County**

continued or incorporated under the Municipal Government Act, RSA 2000, c M-26  
("Rocky View")

(Referred to individually as "Municipality" and collectively as the "Municipalities")

### RECITALS:

WHEREAS Airdrie and Rocky View share a common border as illustrated in the map in Schedule E;

WHEREAS Airdrie and Rocky View have a long history of cooperation and collaboration;

WHEREAS Airdrie and Rocky View are members of the Calgary Metropolitan Region Board (CMRB) and are thus exempt from the requirement for municipalities with shared boundaries to complete an Intermunicipal Collaboration Framework to govern shared services;

WHEREAS the CMRB Servicing Plan is limited in scope and Airdrie and Rocky View have agreed to explore servicing agreements on a broader range of services than the regional servicing plan contemplates;

WHEREAS Airdrie and Rocky View share common interests and a desire to work together to provide mutually agreed upon service delivery coordination to their ratepayers, where determined to be appropriate;

WHEREAS Airdrie and Rocky View have established an Intermunicipal Committee (IMC) that is formally recognized in the City of Airdrie / M.D. of Rocky View Intermunicipal Development Plan (IDP), August 2011 (Part I, Section 3.1 - 3.3, Part II, Section I) and governed by the IMC Terms of Reference;

WHEREAS the Intermunicipal Committee is comprised of balanced representation of Councillors from each municipality, with Administration support as necessary;

WHEREAS Airdrie and Rocky View recognize that resources need to be used in the most efficient manner, providing optimal outcomes for their ratepayers;

WHEREAS Airdrie and Rocky View wish to establish clear guidance for the two municipalities to work together to discover new servicing opportunities;

WHEREAS Airdrie and Rocky View wish to ensure that both municipalities contribute equitable funding to services that benefit residents; and

WHEREAS Airdrie and Rocky View desire to establish a framework for current and future shared servicing agreements between the municipalities;

NOW THEREFORE, Airdrie and Rocky View agree as follows:

## A. DEFINITIONS

1. Words in this Agreement have the same meaning as in the *Municipal Government Act* except for the following:
  - a) “Airdrie” means the City of Airdrie as a municipal corporation and the geographical area within its jurisdictional boundaries, as the context requires.
  - b) “Agreement” means this Master Shared Services Agreement.
  - c) “CAO” means Chief Administrative Officer.
  - d) “Intermunicipal Committee” or “IMC” means the Intermunicipal Committee that is formally recognized in the City of Airdrie/M.D. of Rocky View Intermunicipal Development Plan (IDP), August 2001 (Part I, Section 3.1-3.3, Part II, Section I) and governed by the IMC Terms of Reference, as amended from time to time.
  - e) “Municipal Government Act” means the Municipal Government Act, RSA 2000, c M-26, as amended from time to time.
  - f) “Rocky View” means Rocky View County as a municipal corporation and the geographical area within its jurisdictional boundaries, as the context requires.
  - g) “Service Agreements” means those agreements between the Parties to provide for the delivery of intermunicipal Services, whether on a joint, collaborative, or other basis and as amended from time to time.
  - h) “Services” means those services that both parties may address within the Agreement, which may include but are not limited to:
    - i. Transportation
    - ii. Water and wastewater
    - iii. Recycling and Waste Management
    - iv. Agricultural Services
    - v. Culture and Community Amenities
    - vi. Fire & Emergency Services
    - vii. Recreation

- viii. Parks
  - ix. Seniors & Housing
  - x. Any other services that might benefit or be used by residents in both municipalities.
- i) "Year" means the calendar year beginning on January 1 and ending on December 31.

## B. PRINCIPLES

The parties agree to adhere to the following principles in the process of negotiating future and existing Service Agreements, and may insert them into Service Agreements as applicable:

1. **Respect** – Recognizing the independence of each municipality to determine the level of service that best meets the needs of their residents, and the priorities established by their respective governing body.
2. **Autonomy** – The provision of a service by one municipality does not obligate the other municipality to support that service.
3. **Cooperation** – Although each municipality is responsible to its citizens, there is recognition that residents and businesses of the region share similar interests. The municipalities are committed to supporting each other by finding mutually beneficial solutions.
4. **Influence** – Where a municipality contributes financially to a shared service, mechanisms for input into service delivery should be clearly outlined. Alternatively, without a financial contribution from the other municipality, no influence over service delivery can be expected.
5. **Constituent-Focused** – Serving the interests of residents and businesses while respecting the social, economic and infrastructure capacities of the municipalities.
6. **Reciprocity** – Acknowledging that impacts and benefits of development and shared services affect both Municipalities.
7. **Effective Communication** – Promoting mutual understanding and ensuring respectful intermunicipal relationship through timely responses, honest interactions, full disclosure, and realistic expectations.
8. **Proactive Approach** – Proactively discussing new and existing services, capital expenditures, and/or operational planning to find opportunities for potential collaboration. The parties are committing to engaging early and often.
9. **Value-for-Money** – Cost-sharing relating to the delivery of mutually-agreed upon services on a fair and equitable basis to ensure ratepayers receive maximum return for their tax dollars.

10. **Efficacy** – Adopting an approach that strives for continuous improvement in the quality and cost of services provided to residents by using data to find efficiencies and adjusting to changing circumstances.
11. **Public Communication** – Ensuring collaborative communication on servicing-related issues by coordinating public communications with each other.
12. **Simplicity** – Agreements should use plain language and strive for simplicity where possible.

### **C. TERM AND REVIEW**

1. This Agreement shall come into full force and effect on passing of Council resolutions by both Airdrie and Rocky View.
2. This Agreement may be amended in writing by mutual consent of the Municipalities through Council resolutions.
3. Individual Service Agreements must be approved by respective Councils before they come into force and effect.
4. It is agreed by Airdrie and Rocky View that the Intermunicipal Committee shall review the terms and conditions of the Agreement at least once every two years.
5. The term of this Agreement begins March 1, 2024 and ends March 1, 2029.

### **D. INTERMUNICIPAL COOPERATION – INTERMUNICIPAL COMMITTEE**

1. With respect to this Agreement, IMC responsibilities include:
  - a) Making recommendations to the Councils of Airdrie and Rocky View about shared servicing opportunities relating to this Agreement;
  - b) Reviewing this Agreement at least every two years;
  - c) Assisting the Municipalities in the identification of intermunicipal servicing opportunities and/or possible servicing issues to explore;
  - d) Providing updates to the Municipalities' respective Councils on progress made through the Agreement; and
  - e) Acting to resolve disputes through a dispute resolution process outlined in Schedule D.
2. IMC representatives may engage their respective subject matter experts separately or together to gain specific feedback on areas of interest.
3. Recommendations of the IMC must conform with the IMC Terms of Reference, which may be updated from time to time with the consensus of the Municipalities.

### **E. MUNICIPAL SERVICES**

1. Existing intermunicipal agreements:

- a) Services areas in which an intermunicipal agreement currently exists, or payment is being received in exchange for a service (fee-for-service arrangement), between Airdrie and Rocky View are listed in Schedule A.
  - b) Agreements entered into before the commencement of this Agreement are not subject to the terms of this Agreement.
  - c) Service Agreements or fee-for-service arrangements entered into after the commencement of this Agreement are subject to the terms of this Agreement.
2. Future intermunicipal agreements:
- a) At the time of signing, the Municipalities identify the possible opportunities for Airdrie and Rocky View to collaboratively explore potential for intermunicipal Service provision contained in Schedule B.
  - b) Service Agreements do not currently exist in these areas, but the Municipalities share a desire to investigate intermunicipal service delivery further.
  - c) Municipal Administrations shall investigate the feasibility of entering into Service Agreements on each of these opportunities, and report back to the IMC with a recommendation on whether to enter into a Service Agreement when appropriate.
3. Potential future opportunities:
- a) The Service areas in Schedule C are areas where the Municipalities may achieve efficiencies, but legislative or contractual barriers currently exist.
  - b) The Municipalities commit to explore opportunities to enter into Service Agreements once the legislative or contractual barriers are removed or opportunities to achieve efficiencies become apparent.
4. Regional and informal servicing arrangements:
- a) This section documents regional and informal arrangements that are not directly governed by this Agreement. These are areas where Airdrie and Rocky View either work together to provide a service where no formal Service Agreement exists, or are both members of a regional initiative or body.
  - b) The Dispute Resolution mechanism outlined in Schedule D does not apply to the services and arrangements listed in this section.
  - c) Informal servicing arrangements between the Municipalities are:
    - a. Agricultural Workshops and other public education programs
    - b. Family and Community Support Services
    - c. Weed Spraying
  - d) Regional Servicing Agreements and regional bodies that both Municipalities belong to are:
    - a. Alberta South Central Mutual Aid Agreement
    - b. Calgary Metropolitan Region Board
    - c. Calgary Region Airshed Zone
    - d. Marigold Library System
    - e. Nose Creek Watershed Partnership

- f. Rocky View Foundation

## **F. FUTURE PROJECTS & AGREEMENTS**

1. By resolution of Councils, the Municipalities can add or change Services that they partner on prior to the end of the term of the Agreement.
2. The CAO of a Municipality which is requesting a new Service or eliminating an existing Service shall contact the CAO of the other Municipality in writing.
3. Once the receiving Municipality has received written notice of a new Service request or elimination of an existing Service, an Intermunicipal Committee meeting date will be determined within thirty (30) days of receiving the notice, unless both Municipalities agree otherwise.
4. The Intermunicipal Committee will be the forum used to address and develop next steps to proceed with changes to the Agreement.
5. Intermunicipal Committee members shall inform the whole of their respective Councils of the outcome of this meeting.
6. If the respective Councils agree to add a new Service, or eliminate an existing Service, both Councils must adopt an updated Agreement through new resolutions.
7. The Municipalities may amend or update any existing Service Agreement from time to time without having to amend or replace this Agreement.
8. A Service Agreement between the Municipalities, or amendment thereto, requires the written agreement of the Municipalities.

## **G. DISPUTE RESOLUTION**

1. The Intermunicipal Committee shall meet and attempt to resolve any disputes that may arise under this Agreement.
2. In the event the Committee is unable to resolve a dispute, the Municipalities will follow the process outlined in Schedule D.

## **H. COMMUNICATIONS PROTOCOL**

1. The Municipalities should make reasonable efforts to provide timely information on the following to each other:
  - a) Major capital projects
  - b) Changes to existing services which impact the other municipality
  - c) Lobbying efforts to higher orders of government with respect to issues that may impact regional services
  - d) Adopted strategic plans
  - e) Funding, aid or support to other organizations within the other municipality (when requested)

- f) Promotion of ceremonies, events, celebrations, or collaborative initiatives of general interest
2. The Municipalities should make every reasonable effort to respond to communications and requests from the other Municipality in a timely fashion.
  - a) Should no response to a communication be received within a 14-day period, members of Administration may refer the matter to their intergovernmental relations departments for elevation.
  - b) The respective intergovernmental relations departments shall make every effort to ensure a response, and if no response is received within an additional 14-day period, they may elevate the issue to their respective CAO for resolution.

## I. DATA SHARING PROTOCOL

1. For services shared between the Municipalities with a Service Agreement in place:
  - a) Information requests for readily available data should be honoured in a timely fashion, consistent with the communications protocol.
  - b) Each Service Agreement should contain a process for reporting service usage or other metrics of interest on an annual basis.
  - c) Each Service Agreement should contain a process for evaluating cost and benefit for residents.
2. The Municipalities shall maintain confidentiality for any data shared between them unless that data is publicly available, or they receive written permission from the other Party to do otherwise.
3. The Municipalities shall abide by provincial Freedom of Information and Protection of Privacy legislation for the data shared between them under this Agreement.

## J. OTHER PROVISIONS

1. **Further Assurances.** The Municipalities covenant and agree to do such things and execute such further documents, agreements, and assurances as may be reasonably necessary or advisable from time to time to carry out the terms and conditions of this Agreement in accordance with their true intent.
2. **Assignment of Agreement.** Neither Municipality will assign its interest in this Agreement.
3. **Notices.** Any notice required to be given in this Agreement by any Municipality is deemed to have been well and sufficiently given if it is delivered via e-mail or mailed by pre-paid registered mail to the address of the Municipality for whom it is intended. A notice or other document sent by registered mail will be deemed to be sent at the time when it was deposited in a post office or public letter box and will be deemed to have been received on the fourth business day after it was postmarked. A copy of the notice shall also be provided via email.

4. **Entire Agreement.** This Agreement and any applicable Service Agreements constitute the entire agreement between the Municipalities relating to the subject matter contained within them and supersedes all prior understandings, negotiations, and discussions, whether oral or written, of the Municipalities in relation to that subject matter. There are no warranties, representations or other agreements among the Municipalities in connection with the subject matter of the Agreement except as specifically set out within them.
5. **Unenforceable Terms.** If any term, covenant, or condition of this Agreement, or the application to any Municipality or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement or the application of such term, covenant, or condition to a Municipality or circumstance other than those to which it is held invalid or unenforceable will not be affected thereby, and each remaining term, covenant, or condition of this Agreement will be valid and enforceable to the fullest extent permitted by law.
6. **Amendments.** This Agreement may only be altered or amended in any of its provisions when any such changes are put in writing and accepted via resolution by Airdrie and Rocky View Councils.
7. **Remedies Not Exclusive.** No remedy herein conferred upon any Municipality is intended to be exclusive of any other remedy available to that Municipality, but each remedy will be cumulative and will be in addition to every other remedy given hereunder either now, hereafter existing by law, in equity, or by statute.
8. **No Waiver.** No consent or waiver, express or implied, by any Municipality to or of any breach or default by any other Municipality in the performance by such other Municipality of their obligations hereunder will be deemed or construed to be a consent to or waiver of any other breach or default in the performance of obligations hereunder by such Municipality. Failure on the part of any Municipality to complain of any act or failure to act of another Municipality, or to declare such Municipality in default, irrespective of how long such failure continues, will not constitute a waiver by such Municipality of its rights hereunder.
9. **Counterparts.** This Agreement may be executed in several counterparts, each of which when so executed will be deemed to be an original. Such counterparts will constitute the one and same instrument as of their Effective Date.
10. **Time.** Time is of the essence for this Agreement.
11. **Binding Nature.** This Agreement will be binding upon the Municipalities and their respective successors and permitted assigns.

## K. CORRESPONDENCE

1. Written notice under this Agreement shall be addressed as follows:
  - a. In the case of the City of Airdrie, to:

The City of Airdrie



c/o Chief Administrative Officer  
400 Main Street SE  
Airdrie, Alberta, T4B 3C3

b. In the case of Rocky View County, to:

Rocky View County  
c/o Chief Administrative Officer  
262075 Rocky View County Point  
Rocky View County, AB, T4A 0X2

or to such address as is identified in writing by a Municipality from time to time.

**IN WITNESS WHEREOF**, the Municipalities have executed this Agreement under their respective corporate seals and by the hands of their proper officers duly authorized in that regard.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2024 in \_\_\_\_\_,  
Alberta.

**CITY OF AIRDRIE**

**ROCKY VIEW COUNTY**

Per:

Per:

\_\_\_\_\_  
Peter Brown, Mayor

\_\_\_\_\_  
Crystal Kissel, Reeve

\_\_\_\_\_  
Horacio Galanti, C.A.O.

\_\_\_\_\_  
Rick McDonald, C.A.O.

**Schedule “A”  
Current Service Agreements**

<b>Service Area</b>	<b>Who Delivers Service</b>	<b>Agreement In Place</b>	<b>Timeline</b>
<b>Emergency Services – Fire</b>	Both	Fire Services Agreement (Fee-for-Service)	Expires May 1, 2028
<b>Solid Waste &amp; Recycling</b>	Airdrie	Transfer Site & Recycle Depot Agreement	Expires December 31, 2028
<b>Recreation</b>	Airdrie	Recreation Services Cost Sharing Agreement	Expires December 31, 2027

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**Schedule “B”  
Future Service Agreements**

**Transportation**

- Transit (Airdrie)
- Road Maintenance (Rocky View)

**Operational Services**

- Cemetery Services (Rocky View)

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**Schedule "C"**  
**Potential Future Opportunities**

**Water & Wastewater**

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## Schedule “D” Dispute Resolution Process

### A. Definitions

1. “initiating party” means a party who gives notice under Part B of this Schedule;
2. “mediation” means a process involving a neutral person as a mediator who assists the parties to a matter and any other person brought in with the agreement of the parties to reach their own mutually acceptable settlement of the matter by structuring negotiations, facilitating communication, and identifying the issues and interests of the parties;
3. “mediator” means the mutually-agreed upon person or persons appointed to facilitate by mediation the resolution of a dispute between the parties.

### B. Notice of dispute

1. When a party believes there is a dispute under an Agreement and wishes to engage in dispute resolution, the party must give written notice of the matters under dispute to the other parties.

### C. Negotiation

1. Within 14 days after the notice is given under Part B of this Schedule, each party 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.

### D. Mediation

1. If the dispute cannot be resolved through negotiations with 90 days of initial notice, the representatives must appoint a mediator to attempt to resolve the dispute by mediation, unless both parties agree to an extension in writing.
2. The initiating party must provide the mediator with an outline of the dispute and any agreed statement of facts.
3. The parties must give the mediator access to all records, documents, and information that the mediator may reasonably request.
4. The parties 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 parties agree otherwise, the cost of the mediator must be shared equally between the parties.



6. The mediator will submit a report outlining the dispute, actions taken to resolve the dispute or rationale outlining why the dispute was not resolved within 30 days of the last meeting.

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## Schedule "E" Map of the Shared Boundary

