

City of Lacombe
Bylaw 475

A Bylaw of the City of Lacombe, to authorize the execution of a Master Agreement between the City of Lacombe and other municipalities for the establishment of an intermunicipal planning agency.

WHEREAS the *Municipal Government Act* allows a municipality to enter into an agreement with other municipalities for the performance of any matter or thing judged to be of benefit to them;

AND WHEREAS the City of Lacombe considers it beneficial to enter into an agreement with certain other municipalities for the provision of land use planning services.

NOW THEREFORE the Council of the City of Lacombe in the Province of Alberta, duly assembled, enacts as follows:

1. The Master Agreement establishing an intermunicipal service agency, to be known as Parkland Community Planning Services, a copy of which is attached hereto, is hereby ratified and approved; and the Mayor and the Chief Administrative Officer are hereby authorized to execute the said agreement for and on behalf of the City of Lacombe.
2. This bylaw shall come into full force and effect upon third reading.

Read a first time this 27th day of January, 2020.

Read a second time this 10th day of February, 2020.

Read a third time and finally passed this 10th day of February, 2020.

Original Signed

Mayor

Original Signed

Chief Administrative Officer

MASTER AGREEMENT FOR THE ESTABLISHMENT OF PARKLAND COMMUNITY PLANNING
SERVICES ENTERED EFFECTIVE THE 1st DAY OF APRIL 2020

BETWEEN:

**EACH OF THE MUNICIPALITIES WHICH
HAS EXECUTED THIS AGREEMENT
IN COUNTERPART**

Authority

WHEREAS the *Municipal Government Act*, R.S.A, 2000 (the “Act”) allows a municipality to enter into an agreement with one or more municipalities to establish an intermunicipal service agency;

AND WHEREAS the municipalities executing this agreement wish to set up an intermunicipal service agency to provide them with land use planning, development control, subdivision processing, and associated services;

THEREFORE the municipalities (the “Members”) agree as follows:

1. Establishment of Agency

- 1.1 There is hereby established an intermunicipal service agency to be known as Parkland Community Planning Services (the “Agency”);
- 1.2 The primary purpose of the Agency is to deliver planning services to Members to assist them with their planning responsibilities under the Act, including but not limited to, such services as the preparation of planning policies, statutory plans, land use bylaws, development permit processing and policies, public engagement and consultation, subdivision design and processing, mapping products and geographic information system support.

2. Membership

- 2.1 Membership in the Agency is open to any Municipality when the Municipality by Bylaw enters this agreement and signs a service agreement with the Agency in the form approved by the Board.

- 2.2 Membership in the Agency is ongoing and does not require re-affirmation by Members and continues for so long as a Municipality is a party to a subsisting service agreement.
- 2.3 A Member may terminate its membership in the Agency upon notice being given in accordance with the terms and conditions of their service agreement with the Agency and upon payment in full of any money owing to the Agency.
- 2.4 Upon termination of membership by failure to renew a service agreement or by termination under clause 2.3, a Member:
- a) shall not be entitled to any distribution or share of any assets of the Agency;
 - b) shall be entitled to copies of all files, records and documents respecting the planning services which have been provided by the Agency to such a Member subject to payment of the cost to make and compile the copies;
 - c) shall continue to be liable to pay to the Agency any money payable under a subsisting service agreement.

3. Operations and Sources of Funds

- 3.1 The Agency shall provide Members with planning services as a benefit of membership, the amount and form of these services to be in accordance with the service agreement between the Member and the Agency.
- 3.2 The Agency will be financed on a fee for service basis through payment of the sums specified in a service agreement between the Agency and each municipality, payable as provided in such agreements.
- 3.4 The Agency may sell goods and services to municipalities that are not Members of the Agency, other governments, and the private sector, at fees or within a range of fees to be established by the Board from time to time.
- 3.5 The Agency may pursue other sources of income as authorized by the Board, but the Board may not levy any increased amount on a Member other than as provided in a service agreement with such Member.

4. Fiscal Year and Financial Matters

- 4.1 The Agency's Fiscal Year shall be April 1st to March 31st.
- 4.2 The financial books and records shall be maintained in such manner as may be designated by the Board from time to time.
- 4.3 The books and records of the Agency shall be opened to the inspection of the authorized representatives of the Members at all times.
- 4.4 The Agency shall operate on a not for profit basis.
- 4.5 The Agency shall maintain a cash reserve of an amount no less than the equivalent to one-quarter (25%) of the budgeted annual expenditures. This reserve amount shall be set aside for expenses related to staff severances and liabilities in the event that the Agency is terminated.

5. Annual Meeting

- 5.1 The Annual Meeting of the Agency shall be held in June of each year.
- 5.2 Each Member has the opportunity to be represented by:
- a) one person appointed by resolution of its Council; or
 - b) where such person is unable to attend, by an alternate representative appointed by its Council.
- 5.3 Each Member shall have one vote on all matters put to a vote at the Annual Meeting. Only a person appointed by resolution of its Council may vote on behalf of a Member.
- 5.4 The Chief Administrative Officer, or their designate, of each Member may attend the Annual Meeting.
- 5.5 A quorum for the Annual Meeting shall be 6 appointed representatives from Members.
- 5.6 At the Annual Meeting, the Agency shall present a review, report, or audit report and related financial statements and shall report on the activities of the past year.

5.7 At the Annual Meeting, the Agency shall present a four year budget covering the current Fiscal Year and three subsequent Fiscal Years for adoption by the Members.

5.8 At the Annual Meeting, the Members shall:

- a) elect the Board of Directors in accordance with section 6; and
- b) from the Board of Directors so elected, elect a Chair and Vice-Chair.

5.9 Representatives of Members attending the Annual Meeting shall not be paid any honorarium or travel expenses by the Agency.

6. Board of Directors

6.1 The Agency shall be governed by a Board of Directors (the "Board"), which shall consist of:

- a) one representative of Members with a population greater than 6,000 persons.
- b) two representatives of Members with a population greater than 1,000 persons; and
- c) two representatives of Members with a population of 1,000 persons or less.

Representatives of Members may be eligible for a position on the Board based on more than one category. If successfully elected to the Board under one category, the representative shall not be eligible for election in another category.

6.2 Where there are insufficient numbers of Members of each category to form the Board of Directors as set out in 6.1, a lesser number of representatives from each category shall form the Board of Directors.

6.3 The Board of Directors shall be elected at the Annual Meeting with all Members eligible to vote for each category of Board representative.

6.4 A nominee to the Board of Directors does not need to be in attendance at the Annual Meeting to be eligible for a position on the Board provided they have indicated a willingness to let their name stand in advance of the Annual Meeting.

- 6.5 In the event that the results of a general municipal election or change in appointments at municipal organizational meetings reduces the number of Board Members to less than three, the remaining Board Members and/or the Director shall call a special meeting of the Members to elect additional Board Members.

7. Responsibilities and Authority of the Board of Directors

- 7.1 The Board's duties shall be to oversee the operations of the Agency, including, but not necessarily limited to, the following:
- a) to employ the Director to act as the Chief Administrative Officer of the organization based on a position description approved by the Board and, if necessary, to dismiss any such Director;
 - b) to prepare a budget for current and future fiscal years for recommendation to the Members at the Annual Meeting;
 - c) to approve extraordinary expenditures not covered in the approved budget where such expenditures are deemed necessary by the Board for the reasonable continuance of services to Members and other clients, with such expenditures not to exceed \$25,000.00 and to be reported to the Members at the earliest opportunity;
 - d) to prepare, from time to time, a business strategy for the Agency for approval of the Members and to carry out the approved business strategy;
 - e) to establish fees and charges for the services provided by the Agency and the recovery of costs related to providing services;
 - f) to enter into and approve service agreements between the Agency and Members and to enter into and approve agreements between the Agency and other clients for the delivery of planning services;
 - g) to enter into agreements with the Local Authorities Pension Plan and other insurance and benefit providers;
 - h) to enter into leases for office space and equipment;
 - i) to purchase and dispose of assets such as office equipment, maps, plans, survey equipment, computer hardware and software, and other things necessary to undertake planning work for the members.

- j) to appoint signing authorities for cheques, contracts, and other documents;
- k) to appoint an accountant or auditor;
- l) to set policy for standards of employment for staff and for the day-to-day operation of the Agency;
- m) to ensure that the Agency is fully insured against claims that may be made for negligence or other liability;
- n) to ensure that any surplus funds are returned to Members in a fair manner;
- o) if one or more vacancies occurs in the membership of the Board, to appoint one or more representatives to fill the vacancy(ies) from the same category of Members to serve until the next Annual Meeting of the Agency;
- p) to establish remuneration levels, benefits packages, and rates of travel expenses for staff;
- q) to establish committees and appoint members thereto as the need may arise;
- r) to monitor the overall financial and budget performance of the Agency throughout the Fiscal Year and report significant deviations to the Members as needed;
- s) to set policy for and approve the use of the Agency's reserve funds.

8. Board Meetings

- 8.1 Unless the Board decides otherwise, it shall meet at the call of the Chair.
- 8.2 A quorum for members of the Board shall be a majority of the members of the Board.
- 8.3 The Board shall meet in November of each year in an open meeting that may be attended by the representatives and/or Chief Administrative Officer or designate of any Member. Notice of the November Board Meeting shall be sent to all Members two weeks in advance of the meeting date.
- 8.4 Board Members attending a Board Meeting shall be paid an honorarium and travel expenses at rates established by the Members at an Annual Meeting.

9. The Director

9.1 The Director shall:

- a) be the Chief Administrative Officer and Financial Officer of the Agency, and in accordance with the position description approved by the Board, be responsible for the overall operational effectiveness of the Agency;
- b) assist the Board with their responsibilities;
- c) engage and dismiss staff according to the budget and any policy directions received from the Board; and
- d) oversee the work of the office and staff and allocate responsibilities to employees.

9.2 The Director may delegate powers and responsibilities to employees in accordance with direction established by the Board.

10. Committees

10.1 The Agency may:

- a) establish such other committees, as may be required from time to time, to fulfill the roles and perform the duties of the Agency; and
- b) confer decision making authority on the committee, other than policy, finance, and other matters otherwise specifically provided for elsewhere in this agreement.

10.2 Members of a committee may receive an honorarium for their attendance at committee meetings and travel expenses thereto at the same rate as staff, provided that this has been approved by a majority vote at an Annual Meeting.

10.3 The quorum for members of a committee meeting shall be a majority of the members.

11. Termination of Agreement and Agency

- 11.1 This agreement may be terminated and the Agency may be wound up by resolution passed, at the Annual Meeting or at a Special Meeting called by not less than 6 Members upon 30 days' prior written notice of the meeting to all other Members, by a two-thirds majority of the Members present and voting at the meeting.
- 11.2 Such termination of the Agency shall provide for at least 6 months' notice to all Members or such shorter notice if there is unanimous agreement by the Members.
- 11.3 The Board shall maintain a contingency plan for the event that the financial viability of the Agency becomes too uncertain to confidently continue operations. This contingency plan shall:
- (a) address retention of a minimum number of staff, through a combination of continued employment and severance package, to complete any outstanding project commitments and assist the Members with the transition; and
 - (b) provide Members with at least 6 months' notice of any intended date of termination.
- 11.4 The Board shall review projections of future revenues and expenditures on a 6 to 7 month basis to determine if, in the opinion of the Board, the contingency plan needs to be executed. If deemed necessary, the Board must, at the Annual Meeting or at a Special Meeting of the Members, recommend that the contingency plan be executed and hold a vote of the Members on terminating the Agency. This vote requires a simple majority of at least 6 Members present and voting.
- 11.5 If it is determined that the Agency be wound up, the net assets after payment of all liabilities, including all liabilities under any subsisting service agreements, shall be distributed to the Members at that time in proportion to their population as established by the most recent Official Population List of the Province.

12. Amendment of this Agreement

- 12.1 This agreement may be amended at the Annual Meeting or at a Special Meeting called by not less than 6 members upon 30 days' prior written notice to all other Members, by resolution passed by a two-thirds majority of the Members present and voting.

13 Execution In Counterpart

13.1 This agreement may be executed in counterpart by each municipality and shall be binding upon and be enforceable by all of the municipalities so executing the same.

EXECUTED this ____ day of _____, 20____

City of Lacombe

Per: _____

Per: _____ (c/s)

UNCERTIFIED COPY