

Appendix 1

Proposed Memorandum of Understanding

This Memorandum of Understanding is made effective this ____ day of _____, 2016.

Between:

The City of Edmonton

And

Strathcona County

And

The City of Leduc

And

Leduc County

And

The City of Fort Saskatchewan

And

The City of St. Albert

And

The City of Spruce Grove

And

Parkland County

And

Sturgeon County

(collectively the “Municipalities”)

PREAMBLE

The Municipalities wish to realize a globally competitive, future-ready Edmonton Metro Region that attracts people from across the country and around the world to live, work, invest and raise a family.

The Municipalities realize that such a region, one that is more resilient to up-turns and downturns in the economy and capable of welcoming one million new residents by 2044, is not possible if they continue working independently of one another on issues of regional significance.

The Municipalities agree that they must plan, decide and deliver key regional-level systems that enable the future competitiveness of the Edmonton Metro Region.

For these reasons, the Municipalities through their respective Mayors established the Advisory Panel on Metro Edmonton's Future ("the Advisory Panel") to provide advice and to recommend options on how best to leverage the combined assets and attributes of the region.

The Advisory Panel's report identifies the following competitive cornerstones to building a globally competitive Edmonton Metro Region:

- (a) economic development
- (b) public transit
- (c) land use and infrastructure

(hereinafter referred to as "Cornerstones of Competitiveness" or "cornerstones:").

Because the Municipalities' ability to cooperate on these cornerstones will determine the Edmonton Metro Region's future competitive capacity and success, the Advisory Panel recommended that action be taken so the Municipalities can plan, decide and act in aligned and integrated ways on the Cornerstones of Competitiveness.

The Advisory Panel also recommended that Municipalities enter into clear agreements providing for a "shared investment/shared benefit" model related to regional economic development and land use and infrastructure development.

The Municipalities wish to explore ways they can establish, align and integrate these Cornerstones of Competitiveness, including a means for sharing investments and benefits, and therefore wish to facilitate further discussions in regard to these matters.

THEREFORE the Municipalities record their mutual understanding and intent, as follows:

UNDERSTANDINGS

1.0 Definitions

1.1 In this Memorandum of Understanding, the following words and terms will have the following meanings:

- a. "Advisory Panel" has the meaning given that term in the preamble hereto.
- b. "Council" means the respective Municipal Council of each of the Municipalities.
- c. "Edmonton Metro Region" means the region comprising the Municipalities, collectively.
- d. "Memorandum of Understanding" or "MOU" will mean this Memorandum of Understanding.
- e. "Municipalities" means the City of Edmonton, Strathcona County, the City of Leduc, Leduc County, the City of Fort Saskatchewan, the City of St. Albert, the City of Spruce Grove, Parkland County, and Sturgeon County, collectively and a "Municipality" means any of them.

2.0 Purpose and Intent of MOU

2.1 This MOU provides the framework to negotiate and develop the tools to implement the cooperation, coordination and potential combination of the Cornerstones of Competitiveness, and the shared investment/shared benefit approach for regionally significant economic development and land use and infrastructure within the Edmonton Metro Region.

- 2.2 This is not a legally binding agreement, and does not create binding obligations upon or between the Municipalities. It does, however, reflect the shared intention of the Municipalities who commit to work to achieve the outcomes included herein as a start to better overall cooperation, coordination and potential collaborative delivery models across areas necessary to improve regional competitiveness. This MOU is therefore intended to guide participating Municipalities, their Councils, their management and their staff in addressing issues that impact regional competitiveness in these areas.
- 2.3 Any Municipality may withdraw from this MOU, or any process contemplated within it, at any time, on appropriate and reasonable notice to the other Municipalities.
- 3.0 **Actions Related to the Cornerstones of Competitiveness**
- 3.1 The Municipalities will establish a steering committee to discuss and negotiate the terms of cooperation, coordination and potential collaborative models for the Cornerstones of Competitiveness and the shared investment/shared benefit approach. The Municipalities will determine the committee type, its membership and the number of members.
- 3.2 To aid and accelerate the work of the steering committee, the Municipalities will establish a set of task forces. Led by the committee, these task forces will study and advise on issues related to the Cornerstones of Competitiveness and the shared investment/shared benefit approach. The Municipalities will determine the number of task forces and their respective mandates as well as their membership.
- 3.3 The Municipalities will continue to meet in this context until they make their final recommendations to their Councils, adopt a different governance structure, or for so long as the Municipalities find it useful to continue meeting.
- 3.4 To ensure adaptability to the circumstances in each municipality, the Municipalities may:
- a. Proceed with Cornerstones of Competitiveness with the participation of less than all of the Municipalities, or with the inclusion of municipalities not currently included in the Edmonton Metro Region;
 - b. Proceed with the process with respect to an amended list of Cornerstones of Competitiveness which may expand upon, limit or otherwise alter the list of Cornerstones of Competitiveness.
- However to the extent it is not inconsistent with its other obligations, each Party shall endeavour to keep the others informed of such determinations.
- 3.5 There is urgency to this work, and the Municipalities will work towards a deadline of **XXXX, 2016**, to put into action appropriate structures and processes for the Cornerstones of Competitiveness, and the investments/benefits structures required to sustain them.
- 4.0 **Future Amendments or Agreements**
- 4.1 The discussions contemplated in this MOU are intended to lead to formal agreements between the Municipalities, including appropriate investments/benefits agreements, public transit agreements, economic development agreements or land use and infrastructure commitments.
- 4.2 The Municipalities may also mutually agree to amend this MOU, in writing, at any time.

EXECUTED on behalf of each Municipality by its duly authorized representative.

The City of Edmonton

Per: _____

Strathcona County

Per: _____

The City of Leduc

Per: _____

Leduc County

Per: _____

The City of Fort Saskatchewan

Per: _____

The City of St. Albert

Per: _____

The City of Spruce Grove

Per: _____

Parkland County

Per: _____

Sturgeon County

Per: _____