
***CITY of EDMONTON, LEDUC COUNTY, CITY of LEDUC
and
EDMONTON REGIONAL AIRPORTS AUTHORITY
INTER-JURISDICTION COOPERATION ACCORD***

BACKGROUND

This accord has its genesis in discussions between Leduc County and the City of Edmonton related to the City's need to accommodate growth into the future. It became apparent to both early on that they shared the common interest of ensuring that the Edmonton International Airport (the "Airport") be given the support it needs to optimize its potential including access to services, infrastructure and land use planning so as not to constrain its ability to operate around the clock 365 days per year. In addition, both municipalities recognized that this goal could not be achieved without the active involvement of both the Edmonton Regional Airports Authority (the "Authority") and the City of Leduc. It is this recognition, as well as shared regional interests that underlies the collaborative foundation of this accord.

An important opportunity exists therefore, to create a model of inter-jurisdictional collaboration that not only has the potential to significantly contribute to the economic prosperity of the Edmonton Metropolitan Region (the "Region") but also to reshape the paradigm and expectations of such collaboration and the relationships upon which it is based into the future.

This opportunity recognizes that the City of Edmonton, Leduc County, the City of Leduc and the Edmonton Regional Airports Authority have long standing and multi-faceted relationships. All four exist within the Edmonton Metropolitan Region and are committed to contributing to its success.

This opportunity is also built on a foundation of shared success and shared interests. The City of Edmonton, the largest municipality and de facto regional central city; Leduc County, host municipality for the Airport; the City of Leduc, currently the Airport's closest urban neighbour; and the Authority, have together already achieved significant success in positioning the Airport as a key element of the Region's economic and social fabric.

It has also long been recognized that it is in the strategic best interests of the Region as a whole and the municipalities surrounding the Airport in particular, to create certainty and to ensure

that the Authority and the Airport have the regional services, transportation linkages and municipal support to allow them to fulfill their potential as key components of the Region's economic prosperity.

At the same time, it has also long been recognized that each municipality has certain key interests. The City of Edmonton for example, wants to enable its long-term sustainability and that of the Region by ensuring effective complementary planning, compatible land uses and infrastructure connections that are economical and avoid duplication. For its part, Leduc County wants to jointly plan for growth management, to find ways to protect agricultural lands to the extent possible and to ensure a predictable revenue stream that will allow it to remain viable and be sustainable into the future. At the same time, the City of Leduc, while impacted by its proximity to the Airport and its operations, wants to leverage that proximity to achieve mutual benefit and ensure that the Airport is not unduly constrained in the long-term.

The Authority is an independent not-for-profit, non-share capital corporation with rights, responsibilities and obligations granted to it under both Federal and Provincial legislation including but not limited to on Airport land development. The Authority is mandated by that legislation to contribute to the economic prosperity of the Region and Northern Alberta. The Authority's jurisdiction over the Airport is independent of municipal boundaries and is not and cannot be subordinated to municipal jurisdiction. The Airport sits on Federal Government land which the Authority is tasked to manage under the terms of a long-term ground lease with the Federal Government (the "Ground Lease"). In accordance with the Ground Lease, an agreement currently exists between the Authority and Leduc County that ensures that the development of the Airport lands is and will continue to be in harmony with the overall planning objectives of Leduc County and that where applicable, the development of Airport lands complies with restrictions, requirements and procedures agreed upon by the Authority and the County. The nature of the aviation industry and airport operations is such that the Authority must take a long-term approach to its development of the Airport.

The evolution of the current relationships among the City of Edmonton, Leduc County, the City of Leduc and the Authority provides an unprecedented opportunity to innovate, capitalize on the strengths, capacity and capabilities of each to achieve more than would otherwise be possible while at the same time recognizing that what is occurring in the Region and in particular the *Edmonton Metropolitan Region Growth Plan*, the regional economic development initiative, the Authority's Strategic Plan and economic development concepts such as *Aerotropolis*, *Airport City* and *Port Alberta* and that their individual interests will also evolve over time.

AIM

The aim of this Accord is to set out the principles, broad guidance and terms of reference for a four-party approach to creating the conditions that will allow the Edmonton International Airport to achieve its potential as a key economic driver and contributor to the Edmonton Metropolitan Region's sustainability and success.

ENABLING INTERPRETATION

The Accord is to be interpreted as enabling inter-jurisdiction cooperation and collaboration.

PARTNERS

The partners to this Accord are the City of Edmonton, Leduc County, the City of Leduc and the Edmonton Regional Airports Authority (the "Partners").

GUIDING PRINCIPLES

This Accord and any actions resulting from it are to be based on the following principles:

- The Airport is an enabler of the Region's economic success.
- Collaboration is necessary to ensure sustainable growth over time.
- Shared investment for shared benefit is a desired goal.
- Changes to existing fiscal and servicing arrangements should be equitable and produce net benefit.
- Efficient and effective service provision, transportation linkages and land use are in the best interests of the Partners.

DEFINITION

- *Jurisdiction* means the official power to make legal decisions.

TERMS OF REFERENCE

1 PURPOSE/INTENT

- a) The purpose of the collaborative initiative under this Accord is to ensure coordinated, complementary and coherent short, medium and long-term planning and implementation among the Partners in the areas of land use, services, transportation, economic development, coordination with other orders of government and cost and benefit sharing.
- b) In so doing, the intent is to create the conditions that will allow the Authority and the Airport to optimize their potential as key contributors to the economic prosperity and long-term success of the Region. A key enabling condition is that the Partners protect the 24-7 operations of the Airport through appropriate land use.

2 GENERAL OUTLINE

- a) This collaborative initiative will focus on land use, services, transportation linkages, economic development and cost and benefit sharing. It will be carried out in three phases each of which may have sub-phases if needed:
 - i) Phase 1 – Immediate Operational Issues, Shared Investment for Shared Benefit Model and Conceptual Framework Development;
 - ii) Phase 2 – Detailed Plans; and
 - iii) Phase 3 – Implementation.

3 DELIVERABLES

- a) The aim of Phase 1 is to address the immediate operational issues identified by the Authority, to develop a workable shared investment for shared benefit model that would potentially be scalable, to develop a plan for engaging the Provincial and Federal orders of government, to develop a coordinated response to the potential monetization of the Airport and to develop four complementary high level conceptual frameworks in key focus areas. These high level conceptual frameworks together constitute a joint development approach for the Airport. The seven deliverables for Phase 1 are:
 - i) Immediate Operational Issues Resolution;
 - ii) Inter-jurisdictional Land Use Framework;
 - iii) Inter-jurisdictional Servicing and Transportation Framework;
 - iv) Inter-jurisdictional Economic Development Framework;
 - v) Inter-jurisdictional Cost and Benefit Sharing Framework;
 - vi) A plan for engaging senior orders of government; and
 - vii) A coordinated response to the potential monetization of the Airport.
- b) The subsequent aim, once the high level conceptual frameworks are approved, would be to do the necessary detailed planning for each. Specific deliverables for Phases 2 and 3 will be determined as each phase is further defined.

4 TIMELINE

- a) It is anticipated that Phase 1 will require 12-24 months.
- b) It is also anticipated that the Phases identified will overlap with each other.
- c) Detailed timelines for subsequent phases will be developed as each phase is further defined.

- d) It is anticipated that once Phase 1 is complete, Phase 2, the creation of detailed plans for each of the four focus areas, will require 1-3 years and that Phase 3, implementation, will take place over the medium to long term, 3-15 years. It is also anticipated that opportunities for concurrent activity will shorten these timelines.

5 FACILITATION

- a) Phase 1 is to be facilitated as required by Bill Sutherland and Bill Diepeveen in support of the Oversight Committee and any working groups that might be created (see below).
- b) Facilitation for subsequent Phases will be determined as the scope of those Phases is defined.

6 OVERSIGHT COMMITTEE

- a) The Oversight Committee will be a committee of elected officials plus the Chief Administrative Officers or designate from each of the City of Edmonton, Leduc County and the City of Leduc and a member or members of the Authority's executive management as determined by it.
- b) The CAOs and a member of the Authority's executive management or their designates will perform the functions of a steering committee if and when required as determined by the Oversight Committee.

7 WORKING GROUPS

- a) Working groups will be established as required under the authority of the Oversight Committee with terms of reference approved by that Committee.
- b) Working groups will report to the Oversight Committee as required.

8 DECISION-MAKING

- a) The Oversight Committee will report to the Councils of the City of Edmonton, Leduc County, the City of Leduc and the President and Chief Executive Officer of the Authority.
- b) The Oversight Committee and working groups established under the Accord will use a consensus approach to decision-making.
- c) Unless otherwise delegated, the Councils of the City of Edmonton, Leduc County and the City of Leduc and the President and Chief Executive Officer of the Authority are the final decision-making authorities.

9 PROCESS/METHODOLOGY

- a) Project Charters are to be jointly developed by the Partners for the creation of each of the four high-level conceptual frameworks called for in Phase 1. The geographic area to which each framework applies is to be mutually agreed and specified in the relevant project charter. Project Charters are to be presented to the Oversight Committee for approval.
- b) Concurrently, Work Plans for each of the four Phase 1 conceptual frameworks are to be jointly developed. Work Plans are to be presented to the Oversight Committee for information.
- c) The Oversight Committee is authorized to determine how best to get the work done whether it be through the use of in-house resources, external consultants or a combination of both.
- d) The collection and creation of data and information in support of activities undertaken under this Accord is to be done in a mutually acceptable way.
- e) The process stewards under this Accord will be the Facilitators as required.

10 REPORTING EXPECTATIONS

- a) Working Groups will report to the Oversight Committee no less than monthly for Phase 1. Reports may be verbal, in writing or a combination of both. Reporting requirements for subsequent phases will be determined when those phases are further defined.
- b) Respective representatives on the Oversight Committee will ensure that the Councils of the two Cities and the County and the President and Chief Executive Officer of the Authority are kept informed on a timely basis; the aim being to ensure that there are no surprises and that all members of each are getting the same information at the same time.

11 COORDINATING INSTRUCTIONS

- a) Funding. Costs associated with this initiative will be shared as determined by the Oversight Committee. The City of Edmonton will be the Partner responsible for ensuring financial accounting and accountability on behalf of the Partners.
- b) Administrative Support. Each Partner will contribute to the administrative support for the collaborative initiative under this Accord as determined by the Oversight Committee with advice from the Facilitators.

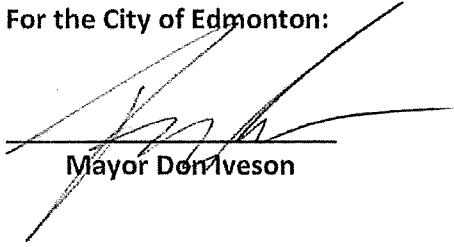
- c) Communications and Information Sharing. Direct liaison and full disclosure of information among the Partners as required is authorized. All discussions and information-sharing is to be considered WITHOUT PREJUDICE unless determined otherwise by the Oversight Committee or a mutually agreed upon decision is made by respective Councils and the President and Chief Executive Officer of the Authority.
- d) Confidentiality. Unless determined otherwise by the Oversight Committee, work done under the umbrella of this Accord is to be considered CONFIDENTIAL. The Oversight Committee is to routinely review the implementation of this provision with a view to ensuring appropriate public disclosure of information.
- e) Public Engagement. Notwithstanding the need for confidentiality, public engagement may from time-to-time be useful. Such engagement will be mutually determined and agreed upon as required.

CONCLUSION

The success of the collaborative initiative under this Accord will require good faith on the part of each Partner, a commitment to meaningful collaboration, a focus on achieving mutual benefit and by extension, benefit for the Edmonton Metropolitan Region as a whole and a willingness to make shared investment for shared benefit.

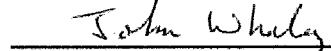
Signed this 30th day of June, 2017 at Edmonton International Airport, Alberta.

For the City of Edmonton:



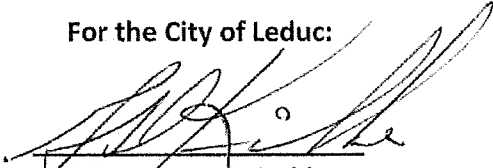
Mayor Don Iveson

For Leduc County:



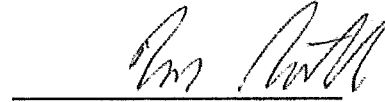
Mayor John Whaley

For the City of Leduc:



Mayor Greg Krischke

For Edmonton Regional Airports Authority:



President & Chief Executive Officer Tom Ruth