



Intermunicipal Collaboration Framework

Between

Lacombe County

and

Ponoka County

MARCH 2020

WHEREAS, Ponoka County and Lacombe County share common boundaries; and

WHEREAS, Ponoka County and Lacombe County share common interests and are desirous of working together to provide services to their ratepayers, where there are reasonable and logical opportunities to do so; and

WHEREAS, the *Municipal Government Act* stipulates that municipalities that have a common boundary must create an Intermunicipal Collaboration Framework with each other that identifies the services provided by each municipality, which services are best provided on an intermunicipal basis, and how services to be provided on an intermunicipal basis will be delivered and funded.

NOW THEREFORE, by mutual covenant of Ponoka County and Lacombe County it is agreed as follows:

A. TERM AND REVIEW

- 1) In accordance with the *Municipal Government Act*, this Intermunicipal Collaboration Framework is a permanent Agreement and shall come into force on final passing of a bylaw or resolution to adopt the Framework by both Counties.
- 2) This Framework may be amended by mutual consent of both Counties unless specified otherwise in this Framework.
- 3) It is agreed by the Counties that the Intermunicipal Committee shall review at least once every four years, commencing no later than 2024, the terms and conditions of the agreement.

B. INTERMUNICIPAL COOPERATION

- 1) The Intermunicipal Committee composed of two elected officials, the Chief Administrative Officer and one other staff member from each municipality shall be the forum for reviewing the Intermunicipal Collaboration Framework.

C. MUNICIPAL SERVICES

- 1) Both Counties have reviewed the services offered to residents. Based on the review it has been determined that each County will continue to provide the following services to their residents independently:
 - a. Water and Wastewater
 - b. Transportation
 - c. Solid Waste
 - d. Emergency Services
 - e. Recreation
 - f. Affordable Housing
 - g. Municipal Administration
 - h. Agricultural Services

- i. Animal Control
 - j. Assessment Services
 - k. Bylaw Enforcement
 - l. Information Technology
 - m. Pest Control
 - n. Police Services
 - o. Purchasing/Procurement Services
 - p. Weed Control
- 2) Ponoka County and Lacombe County have a history of working together to provide municipal services to residents, with the following joint services being provided directly, or indirectly:
- a. Water - Ponoka County and Lacombe County are both members of the North Red Deer River Water Services Commission
 - b. Emergency Services
 - i. Fire Agreement – Town of Bashaw, Camrose County, Ponoka County and Lacombe County dated June 16, 2011.
 - ii. Emergency Fire Dispatch Services Agreement – City of Camrose, Camrose County, Ponoka County and Lacombe County dated April 12, 2017.
 - iii. Emergency Services Mutual Aid Agreement – Ponoka County and Lacombe County dated September 20, 2004.
 - c. Recreation Services
 - i. Gull Lake Stabilization Funding Agreement – Lacombe County, Ponoka County, Summer Village of Gull Lake and Summer Village of Parkland Beach dated January 2012.
 - d. Solid Waste
 - i. Letter of Understanding between Red Deer County, Ponoka County and Lacombe County regarding the development and delivery of an agricultural plastics recycling program dated April 2018.

D. FUTURE PROJECTS & AGREEMENTS

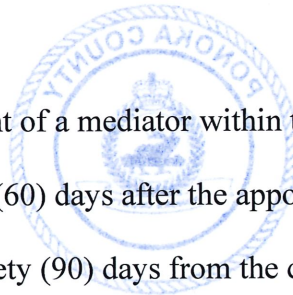
- 1) In the event that either County initiates the development of a new project and/or service that may require a new cost-sharing agreement, the initiating County's Chief Administrative Officer will notify the other County's Chief Administrative Officer in writing.
- 2) The initial notification will include a general description of the project, estimated costs and timing of expenditures. The other party will advise if they have objections in principle to provide funding to the project and provide reasons. An opportunity will be provided to discuss the project at the Intermunicipal Committee.

- 3) The following criteria will be used when assessing the desirability of funding of new projects:
 - a. Relationship of the proposed capital project to a regional long-term planning document prepared by the Counties;
 - b. The level of community support;
 - c. The nature of the project;
 - d. The demonstrated effort by volunteers to raise funds and obtain grants, if applicable;
 - e. The projected operating costs for new capital projects;
 - f. Municipal debt limit; and
 - g. Projected utilization by residents of both Counties.
- 4) Once either County has received written notice of new project, an Intermunicipal Committee meeting must be held within thirty (30) calendar days of the date the written notice was received, unless both Chief Administrative Officers agree otherwise.
- 5) The Intermunicipal Committee will be the forum used to discuss and review future mutual aid agreements and/or cost sharing agreements. In the event the Intermunicipal Committee is unable to reach an agreement, the dispute shall be dealt with through the procedure outlined within Section E of this document.
- 6) Both Counties recognize that the decision to participate in or not participate in a project ultimately lies with the respective municipal councils, who in turn must rely on the support of their electorate to support the project and any borrowing that could be required.

E. DISPUTE RESOLUTION

- 1) The Counties are committed to resolving any disputes in a non-adversarial, informal, and cost-efficient manner.
- 2) The Counties shall make all reasonable efforts to resolve all disputes by negotiation and agree to provide, without prejudice, open and timely disclosure of relevant facts, information, and documents to facilitate negotiations.
- 3) In the event of a dispute, the Counties agree that they shall undertake a process to promote the resolution of the dispute in the following order:
 - a. negotiation;
 - b. mediation; and
 - c. binding arbitration.
- 4) If any dispute arises between the Counties regarding the interpretation, implementation, or application of this Framework, or any contravention or alleged contravention of this Framework, the dispute will be resolved through the binding Dispute Resolution Process outlined herein.

- a. However, if a dispute arises regarding an existing intermunicipal agreement between the Counties, and that agreement contains a binding dispute resolution process, then that process shall be followed instead of the one outlined in this framework.
- 5) If the Dispute Resolution Process is invoked, the Counties shall continue to perform their obligations described in this Framework until such time as the Dispute Resolution Process is complete.
- 6) A party shall give written notice ("Dispute Notice") to the other party of a dispute and outline in reasonable detail the relevant information concerning the dispute. Within thirty (30) days following receipt of the Dispute Notice, the Intermunicipal Committee shall meet and attempt to resolve the dispute through discussion and negotiation, unless a time extension is mutually agreed by the Chief Administrative Officers. If the dispute is not resolved within sixty (60) days of the Dispute Notice being issued, the negotiation shall be deemed to have failed.
- 7) If the Counties cannot resolve the dispute through negotiation within the prescribed time period, then the dispute shall be referred to mediation.
- 8) Either party shall be entitled to provide the other party with a written notice ("Mediation Notice") specifying:
 - a. The subject matters remaining in dispute, and the details of the matters in dispute that are to be mediated; and
 - b. The nomination of an individual to act as the mediator.
- 9) The Counties shall, within thirty (30) days of the Mediation Notice, jointly nominate or agree upon a mediator.
- 10) Where a mediator is appointed, the Counties shall submit in writing their dispute to the mediator and afford the mediator access to all records, documents, and information the mediators may reasonably request. The Counties shall meet with the mediator at such reasonable times as may be required and shall, through the intervention of the mediator, negotiate in good faith to resolve their dispute. All proceedings involving a mediator are agreed to be without prejudice and the fees and expenses of the mediator and the cost of the facilities required for mediation shall be shared equally between the Counties.
- 11) In the event that:
 - a. The Counties do not agree on the appointment of a mediator within thirty (30) days of the Mediation Notice; or
 - b. The mediation is not completed within sixty (60) days after the appointment of the mediator; or
 - c. The dispute has not been resolved within ninety (90) days from the date of receipt of the Mediation Notice;



either party may by notice to the other withdraw from the mediation process and in such event the dispute shall be deemed to have failed to be resolved by mediation.

- 12) If mediation fails to resolve the dispute, the dispute shall be submitted to binding arbitration. Either of the Counties may provide the other party with written notice ("Arbitration Notice") specifying:
- a. the subject matters remaining in dispute and the details of the matters in dispute that are to be arbitrated; and
 - b. the nomination of an individual to act as the arbitrator.
- 13) The Arbitration Act (Alberta) in force from time to time shall apply to arbitration proceedings commenced pursuant to this Framework.

F. CORRESPONDENCE

- 1) Written notice under this Agreement shall be addressed as follows:
- a. In the case of Ponoka County to:
Ponoka County
c/o Chief Administrative Officer
4205 Highway 2A
Ponoka, AB T4J 1V9
 - b. In the case of Lacombe County to:
Lacombe County
c/o Chief Administrative Officer
RR 3
Lacombe, AB T4L 2N3
- 2) In addition to F(1), notices may be sent by electronic mail to the Chief Administrative Officer.

IN WITNESS WHEREOF the parties have affixed their corporate seals as attested by the duly authorized signing officers of the parties as of the first day above written.


PONOKA COUNTY

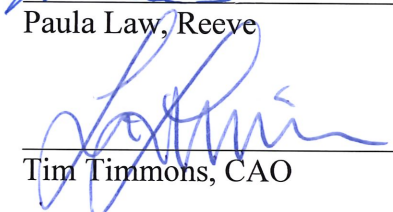

Paul McLaughlin, Reeve


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LACOMBE COUNTY


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