

Intermunicipal Collaboration Framework

Between

Ponoka County

And

Town of Ponoka

February 25, 2020

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WHEREAS the Town of Ponoka and Ponoka County share a common border; and,

WHEREAS the Town of Ponoka and Ponoka County share common interests and are desirous of working together to provide services to their ratepayers; and,

WHEREAS the Municipal Government Act stipulates that municipalities that have a common boundary must create an Intermunicipal Collaboration Framework which identifies services 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 the Municipalities, it is agreed as follows:

A. PURPOSE

- 1) The Municipalities have a history of working together to provide municipal services to the residents on an intermunicipal basis.
- 2) The parties acknowledge that intermunicipal and regional cooperation is advantageous for the economy and increased quality of life.
- 3) The Town of Ponoka and Ponoka County shall:
 - a. Explore mutually beneficial planning, delivery and funding of shared services;
 - b. Recognize, acknowledge and commit to balancing individual community priorities and expectations;
 - c. Take a "Regional" perspective on intermunicipal issues and acknowledge that "Community" transcends individual municipal boundaries;
 - d. Share knowledge;
 - e. Enhance service delivery;
 - f. Focus on building a strong region;
 - g. Effectively plan for growth;
 - h. Share the risk, control and benefits of shared initiatives;
 - i. Focus on interests rather than positions.

B. DEFINITIONS

- 1) In this Framework:
 - a. "Town" means the Town of Ponoka;
 - b. "County" means Ponoka County;
 - c. "lead municipality" means the municipality assigned to organize or administer the day to day operations of a specific intermunicipal initiative.

C. TERM AND REVIEW

- 1) In accordance with the *Municipal Government Act*, this Intermunicipal Collaboration Framework shall come into force on final passing of matching bylaws that contain the Framework by both Municipalities.
- 2) This Framework may be amended by mutual consent of both Municipalities unless specified otherwise in this Framework.
- 3) It is agreed by the Municipalities that the Intermunicipal Committee shall meet at least once every five years, commencing no later than 2025 to review the terms and conditions of the framework.

D. INTERMUNICIPAL COOPERATION

- 1) The Town and County agree to create a recommending body known as the Intermunicipal Committee (hereinafter referred to as the Committee).
- 2) The Committee will meet on an as required basis and will develop recommendations to the Town and County Councils on all matters of strategic direction and cooperation affecting residents, except matters where other current operating structures and mechanisms are operating successfully.
- 3) In the event the Town or County identifies the need for the Committee to meet a written request for a Committee Meeting will be submitted by the Chief Administrative Officer to the other municipality's Chief Administrative Officer. The Committee will endeavour to meet at the earliest possible time, but no later than 60 days of receipt of the written request.
- 4) The Committee shall consist of four members, being two members of the Council from each Municipality.
- 5) The Chief Administrative Officers, or designate(s), will be advisory staff to the Committee, responsible to develop agendas and recommendations on all matters, and for forwarding all recommendations from the Committee to their respective Councils.

E. GENERAL TERMS

- 1) Both Municipalities agree that in consideration of the service agreements outlined in Section F(1) residents of the Municipalities will be afforded the same services at the same costs, including user fees, as Ponoka County residents for services provided by the Town of Ponoka and the Town of Ponoka residents for services provided by Ponoka County.

F. MUNICIPAL SERVICES

1) The following services are provided to residents on an intermunicipal basis:

a. Emergency Services:

- i. The Ponoka Regional Emergency Management Partnership Agreement, between Ponoka County, Town of Ponoka, Town of Rimbey and Summer Village of Parkland Beach, was signed October 29, 2014;
- ii. The County, the Town of Ponoka and the Town of Rimbey have an all hazards mutual aid agreement. Cost sharing is done on a location basis with the municipality responsible for the emergency paying the costs;
- iii. The County and the Town of Ponoka entered into a fire services agreement on 12 March 2018. Under this agreement the County provides fire protection services to the Town based on a fee for service as outlined in the agreement;

b. Recreation and Culture:

- i. The Town and the County, along with other rural and urban municipalities, are members of the Parkland Regional Library System and contribute to its annual budget. Further, there is a Town library, the Ponoka Jubilee Library, governed by a board appointed by Town Council. The Town provides the building and associated operating costs for the local library. Both the Town and the County contribute to the Library's operating budget. There is no formal agreement and no lead municipality;
- ii. The Town of Ponoka owns various recreation and community facilities within the Town, which include the Recreation complex, Aquaplex, splash park, sports fields, playgrounds, and other related amenities;
- iii. The Town and County entered into five-year Shared Recreation Services Funding Agreement in February 2020. The Town is the lead municipality and funding is in accordance with the agreement.

c. Senior Housing:

- i. The Town and County, along with the Town of Rimbey, are members of the Rimoka Housing Foundation. The Rimoka Housing Foundation provides housing for seniors within the region and is funded by the member municipalities based on equalized assessment. The Rimoka

Housing Foundation operates as an independent body with representatives from partner municipalities.

d. Ponoka Family and Community Services:

- i. The Town and the County are partners in an agreement with the Province of Alberta to create and operate Ponoka Family and Community Support Services. FCSS Ponoka operates under the Alberta Family and Community Support Services Act and funding is regulated by the Province, with participating municipalities contributing funding in accordance with the agreement with the Province.

e. Museum:

- i. The Museum is operated by the Museum Board, with the Town and County both providing operating grants. The Town owns and maintains the museum building. There is no formal agreement.

f. Cemeteries:

- i. The Town operates the cemetery in the Town and the County provides an annual contribution to assist in covering operational expenditures. There is no formal agreement.

- 2) The Municipalities acknowledge that in addition to the shared service agreements in place between the Municipalities, they each have independent agreements with other regional partners.
- 3) The Municipalities have reviewed the aforementioned existing agreements and have determined that these are the most appropriate municipal services to be conducted in a shared manner.

G. FUTURE PROJECTS & AGREEMENTS

- 1) In the event that either Municipality initiates the development of a new project and/or service that may require a new cost-sharing agreement, the initiating Municipality's Chief Administrative Officer will notify the other Municipality'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 the Intermunicipal Development Plan or any other regional long-term planning document prepared by the municipalities;
 - 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 the new capital project;
 - f. Municipal debt limit and cash flow; and,
 - g. Projected utilization by residents of both Municipalities.
- 4) Once either Municipality has received written notice of a 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 H of this document.
 - 6) Both Municipalities 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 input of their electorate to support the project and any borrowing that may be required.

H. DISPUTE RESOLUTION

- 1) The Parties commit to resolving any disputes under the Intermunicipal Collaboration Framework in a non-adversarial, informal and cost-efficient manner.
- 2) The Parties agree to make all reasonable efforts to resolve any disputes by negotiation and agree to provide open and timely disclosure of relevant facts, information and documents to facilitate negotiations.
- 3) When a Party believes there is a dispute under the Intermunicipal Collaboration Framework and wishes to engage in dispute resolution, the Party must give written notice of the matters under dispute to the Chief Administrative Officer of the other Party to attempt to negotiate a resolution to the dispute.
- 4) If a dispute cannot be resolved to the satisfaction of the Parties within thirty (30) calendar days of the dispute being referred to the Chief Administrative Officers, the dispute will be referred to the Committee to attempt to negotiate a resolution to the dispute.

- 5) If a dispute cannot be resolved to the satisfaction of the Parties within sixty (60) calendar days of the dispute being referred to the Committee, the dispute will be referred to the Councils of both parties.
- 6) If a dispute cannot be resolved to the satisfaction of the Parties within sixty (60) calendar days of the dispute being referred to the Councils of the Parties, the dispute will be referred to a mediator acceptable to both parties, unless the Parties mutually agree not to mediate the dispute. The costs of mediation shall be shared equally between the parties.
- 7) Mediation of a dispute shall be completed in a timely and efficient manner. If the dispute has not been resolved to the satisfaction of the Parties within three (3) months after the appointment of a mediator, and the Parties have not mutually agreed to extend the term of mediation, the mediation is deemed unsuccessful and shall be terminated.
- 8) If a dispute is not resolved through the above noted process, the Parties shall refer the matter to an arbitrator acceptable to both parties and the arbitration process described in Part 17.2 of the *Municipal Government Act* shall apply whether or not one year has passed after the Parties started the dispute resolution process in this Framework.

I. CORRESPONDENCE

- 1) Written notice under this Framework 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**

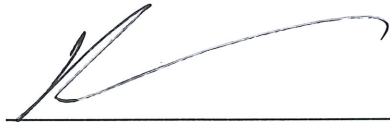
- b. In the case of the Town of Ponoka to:

**Town of Ponoka
c/o Chief Administrative Officer
#200 5604 50 Street
Ponoka, AB T4J 1G5**

- 2) In addition to I(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 signed this 28 day of February, 2020 at Ponoka, Alberta.

PONOKA COUNTY



Reeve




Chief Administrative Officer

TOWN OF PONOKA



Mayor



Chief Administrative Officer