Intermunicipal Collaboration Framework

Between

Ponoka County

and

The County of Wetaskiwin No. 10

WHEREAS, Ponoka County and the County of Wetaskiwin No. 10 share a common border; and

WHEREAS, Ponoka County and the County of Wetaskiwin No. 10 share common interests and are desirous of working together to provide services to their residents; and

WHEREAS, Ponoka County and the County of Wetaskiwin No. 10 consulted with residents of both Counties; and

WHEREAS, Ponoka County and the County of Wetaskiwin No. 10 consulted with neighbouring First Nations; 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 County, 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 the Counties hereto it is agreed as follows:

A. 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 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 2022 the terms and conditions of the agreement.

B. INTERMUNICIPAL COOPERATION

1) The Intermunicipal Committee established under the Intermunicipal Development Plan is the forum for reviewing the Intermunicipal Collaboration Framework.

C. GENERAL TERMS

1) Both Counties agree that in consideration of the service agreements outlined in Section D(2) that residents of the Counties will be afforded the same services at the same costs, including user fees, as the County of Wetaskiwin No. 10 residents for services provided by Ponoka County and Ponoka County residents for services provided by the County of Wetaskiwin No. 10.

D. 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. Emergency Services
    c. Recreation
    d. Affordable Housing
    e. Municipal Administration
    f. Agricultural Services
    g. Animal Control
    h. Assessment Services
    i. Bylaw Enforcement
    j. Information Technology
    k. Pest Control
    l. Police Services
    m. Purchasing/Procurement Services
    n. Weed Control

2) The Counties have a history of working together to provide municipal services to the residents on an intermunicipal basis, with the following services being provided directly or indirectly to their residents:

    a. Emergency Services:
        - The Counties, with additional partners, have an agreement in place to aid in the event of emergencies. The Emergency Management Mutual Aid Agreement between Ponoka County and the County of Wetaskiwin No. 10 is dated the 25th day of August 2016. As a mutual aid agreement there is no managing partner. Cost sharing is done on a location basis with the municipality responsible for the emergency paying the costs.

    b. Bluffton Explosives Magazine Sharing Agreement
        - Ponoka County and the County of Wetaskiwin No. 10 entered into a Bluffton Explosives Magazine Sharing Agreement on the 24th day of March 2010. Ponoka County is the managing partner. Both Counties are responsible for their own individual licenses, insurance, record keeping and blasting materials. Wetaskiwin County No. 10 provides annual funding to Ponoka County for one half of the monitoring amount.

    c. West Central Planning Agency
        - Ponoka County and the County of Wetaskiwin No. 10 along with the City of Wetaskiwin, Town of Millet and Town of Rimbey entered into an agreement to establish the West Central Planning Agency

commencing operations on the 1st day of April, 1995. The Amended Master Agreement to establish the West Central Planning Agency was entered into on July 6, 2010. As of 2015, the Town of Rimbey is no longer a member. As an agency, there is no managing partner. Cost sharing is done annually on a population basis for agreed upon services. Additional land related work requested by individual municipalities will be paid by each municipality directly to the agency.

d. Intermunicipal Development Plan
   - The Counties entered into an Intermunicipal Development Plan in 2017, in accordance with the *Municipal Government Act*. The Intermunicipal Development Plan will be reviewed in conjunction with the Intermunicipal Collaborative Framework.

3) The Counties acknowledge that in addition to the shared service agreements in place between the Counties, they each have independent agreements with other regional partners.

4) The Counties have reviewed the aforementioned existing agreements and have determined that these are the most appropriate municipal services to be conducted in a shared manner.

E. 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 Intermunicipal Development Plan, or any other 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 County.

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 F 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.

F. 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.

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) Despite F(4), where an existing intermunicipal agreement has a binding dispute resolution process included the process in the existing intermunicipal agreement shall be used instead of the dispute resolution outlined in this Framework.

7) 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.

8) If the Counties cannot resolve the dispute through negotiation within the prescribed time period, then the dispute shall be referred to mediation.

9) 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.

10) The Counties shall, within thirty (30) days of the Mediation Notice, jointly nominate or agree upon a mediator.

11) 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.

12) 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) after the appointment of the mediator; or
   c. The dispute has not been resolved within ninety (90) 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.

13) 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.

14) Within thirty (30) days following receipt of the Arbitration Notice, the other party shall, by written notice, advise as to which matters stated in the Arbitration Notice it accepts and disagrees with, advise whether it agrees with the resolution of the disputed items by arbitration, and advise whether it agrees with the arbitrator selected by the initiating party or provide the name of one arbitrator nominated by that other party.

15) The Counties shall, within thirty (30) days of the Arbitration Notice, jointly nominate or agree upon an arbitrator.

16) Should the Counties fail to agree on a single arbitrator within the prescribed time period, then either party may apply to a Justice of the Court of Queen's Bench of Alberta to have the arbitrator appointed.

17) The terms of reference for arbitration shall be those areas of dispute referred to in the Arbitration Notice and the receiving party's response thereto.

18) The *Arbitration Act* (Alberta) in force from time to time shall apply to arbitration proceedings commenced pursuant to this Framework.

19) The arbitrator shall proceed to hear the dispute within sixty (60) days of being appointed and proceed to render a written decision concerning the dispute forthwith.

20) The arbitrator's decision is final and binding upon the Counties subject only a party's right to seek judicial review by the Court of Queen's Bench on a question of jurisdiction.

21) If the Counties do not mutually agree on the procedure to be followed, the arbitrator may proceed to conduct the arbitration on the basis of documents or may hold hearings for the presentation of evidence and for oral argument.

22) Subject to the arbitrator's discretion, hearings held for the presentation of evidence and for argument are open to the public.

23) If the arbitrator establishes that hearings are open to the public in Section 21, the arbitrator, as their sole discretion, may solicit written submissions. If the arbitrator requests written submissions they must be considered in the decision.

24) The fees and expenses of the arbitrator and the cost of the facilities required for arbitration shall be shared equally between the Counties.

25) On conclusion of the arbitration and issuance of an order, the arbitrator must proceed to compile a record of the arbitration and give a copy of the record to each of the Counties.

G. 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 the County of Wetaskiwin No. 10 to:

      County of Wetaskiwin No. 10
      c/o Chief Administrative Officer
      Box 6960
      Wetaskiwin, AB T9A 2G5

2) In addition to G(1), notices may be sent by electronic mail to the Chief Administrative Officer.