



Intermunicipal Collaboration Framework

Between

Westlock County

And

Town of Westlock

WHEREAS, Town of Westlock and Westlock County share a common border; and

WHEREAS, Town of Westlock and Westlock County share common interests and desire to work together to provide services identified that provide mutual benefit to their residents; and

WHEREAS, the *Municipal Government Act* stipulates that municipalities that have a common boundary must create an Intermunicipal Collaboration Framework which identifies services of mutual benefit provided on an intermunicipal basis and how said services will be delivered and funded.

NOW THEREFORE, by mutual covenant of the Municipalities it is agreed as follows:

A. DEFINITIONS

- 1) In this Agreement
 - a. “lead municipality” means the municipality responsible for administering the agreement.
 - b. “Municipality” or “County” means either Town of Westlock or Westlock County.
 - c. “Municipalities” means Town of Westlock and Westlock County.
 - d. “County” means Westlock County.
 - e. “Town” means Town of Westlock.

B. TERM AND REVIEW

- 1) In accordance with the *Municipal Government Act*, this Intermunicipal Collaboration Framework shall come into force on final passing of resolutions by both Municipalities authorizing the signing officers of each Municipality to sign the Agreement.
- 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 Council shall review at least once every five years, commencing no later than June 1, 2025 to review the terms and conditions of the Framework.

C. INTERMUNICIPAL COOPERATION

- 1) Both Town of Westlock and Westlock County are committed to fostering intermunicipal cooperation in a non-adversarial, informal and cost-effective manner.
- 2) The Town of Westlock CAO and Westlock County’s CAO will communicate to each other in a timely manner on any items that might be of significance for intermunicipal cooperation or for this Framework.
- 3) The Council of each Municipality shall be the forum for reviewing the Intermunicipal Collaboration Framework.

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D. GENERAL TERMS

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

E. MUNICIPAL SERVICES

- 1) The Municipalities 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 Municipalities have a Municipal Emergency or Disaster Mutual Aid Agreement which was entered into on September 17, 2018. As a mutual aid agreement there is no lead municipality. Cost sharing is in accordance with the Municipal Emergency or Disaster Mutual Aid Agreement, with the municipality requesting mutual aid being responsible for the applicable costs associated with responding to the emergency.
 - b. Recreation Services:
The Municipalities have a Recreation cost-sharing Agreement.
 - c. Family & Community Support Services:
The Municipalities are partners in a regional FCSS agreement along with the Village of Clyde.
 - d. Library:
The Municipalities are partners in providing Library services to the communities and have established a joint Library Board under the Libraries Act.
 - e. Aerodrome:
The Municipalities are co-owners of the Westlock Aerodrome and have an Aerodrome Management Agreement in place.
- 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.

- 4) The parties acknowledge that the following items represent further opportunity for municipal cooperation and mutual benefit within this framework:
 1. Fire/Rescue Services
 2. Emergency Management Agency and Services
 3. Recreation Master Plan

The parties agree that they will further discuss the above matters and reach mutually acceptable arrangements no later than December 31, 2021 for item (1) and (2) above and begin item (3) no later than January 31, 2022. The parties further agree that that they will endeavour to include the Village of Clyde in discussion on the items above for the potential of creating three-party municipal agreements for such.

In the event that mutually acceptable agreements on the matters above are not attained by their stated goal dates, the parties agree that the matters will be referred to the Dispute Resolution process contained within this agreement, unless, by mutual agreement, the parties agree not to pursue those matters further.

F. 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 a joint Council meeting.
- 3) The following criteria will be used when assessing the desirability of funding of new projects:
 - a. Relationship of the proposed capital project to any 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 new capital projects;
 - f. Municipal debt limit; and,
 - g. Projected utilization by residents of both Municipalities.
- 4) Once either Municipality has received written notice of a new project, a joint Council 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) 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 support of their electorate to support the project and any borrowing that may be required.

G. 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 Councils 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 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.
- 6) 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.
- 7) 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.



H. CORRESPONDENCE

1) Written notice under this Framework shall be addressed as follows:

a. In the case of Town of Westlock to:

**Town of Westlock
c/o Chief Administrative Officer
10003 - 106 Street
Westlock, Alberta T7P 2K3**

b. In the case of Westlock County to:

**Westlock County
c/o Chief Administrative Officer
10336 – 106 Street
Westlock, Alberta T7P 2G3**

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

IN WITNESS WHEREOF the parties have affixed their corporate seals as attested by the duly authorized signing officers of the parties signed this 31st day of March, 2020.

TOWN OF WESTLOCK

Ralph Lenger
Mayor

[Signature]
Chief Administrative Officer

WESTLOCK COUNTY

[Signature]
Reeve

[Signature]
Chief Administrative Officer