



# **Intermunicipal Collaboration Framework**

**Between**

**Westlock County**

**And**

**Village of Clyde**

**WHEREAS**, Westlock County and the Village of Clyde share a common border; and

**WHEREAS**, Westlock County and the Village of Clyde share common interests and are desirous of working together to provide services to their residents; and

**WHEREAS**, the *Municipal Government Act RSA 2000 M-26* 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 consent 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. "County" means Westlock County.
  - c. "Village" means Village of Clyde.
  - d. "Municipality" means either Westlock County or Village of Clyde.
  - e. "Municipalities" means both Westlock County and Village of Clyde.
  - f. "Joint Council Committee" means Westlock County and Village of Clyde Council meeting together.

**B. TERM AND REVIEW**

- 1) In accordance with the *Municipal Government Act RSA 2000 M-26*, this Intermunicipal Collaboration Framework shall come into force on final passing of resolutions by both Municipalities authorizing the signing officers of the 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 2025 to review the terms and conditions of the Framework.

**C. INTERMUNICIPAL COOPERATION**

- 1) Both Westlock County and Village of Clyde are committed to fostering intermunicipal cooperation in a non-adversarial, informal and cost-effective manner.
- 2) Westlock County's CAO and Village of Clyde'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 Joint Council Committee established under the Intermunicipal Development Plan shall be known as the Joint Council Committee and shall be the forum for reviewing the Intermunicipal Collaboration Framework.

#### **D. GENERAL TERMS**

- 1) Both Municipalities agree that in consideration of the service agreements outlined in Section E(2) that residents of the Municipalities will be afforded the same services at the same costs, including user fees, as the Westlock County residents for services provided by the Village of Clyde and Village of Clyde residents for services provided by Westlock County.

#### **E. MUNICIPAL SERVICES**

- 1) The Village of Clyde and Westlock County 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. Water and Wastewater**

- i. In 2008 the Village and the County, along with the Town of Westlock joined to form the Westlock Regional Water Services Commission, which provides treated water and operates distribution lines within the County. As a Commission there is no lead municipality and the fee for service is established by the Commission.
- ii. In 2015 the Village and the County entered into an agreement for the County to provide Contracted Utility services to the Village. This includes water distribution, wastewater collection and wastewater treatment systems management through certified operators as well as emergency call-out coverage.

##### **b. Solid Waste:**

- i. In 2008 the Village and the County, along with the Town of Westlock joined to form the Westlock Regional Waste Management Commission, which operates the Westlock Regional Landfill. The landfill accepts solid waste and recycling from residences and businesses within the region. As a Commission there is no lead municipality and the fees for solid waste disposal are set by the Commission.

##### **c. Westlock Family and Community Services**

- i. The Village and the County, along with the Town of Westlock are partners in an agreement with the Province of Alberta to create and operate Westlock Family and Community Support Services. FCSS Westlock operates under the Alberta Family and Community Support

Services Act and funding is regulated by the Province, with the above listed participating municipalities contributing funding in accordance with the agreement with the Province. The Town of Westlock is the lead municipality.

**d. Intermunicipal Development Plan**

- i. The County and Village entered into an Intermunicipal Development Plan in 2020, in accordance with the Municipal Government Act. The Intermunicipal Development Plan was reviewed in conjunction with the Intermunicipal Collaboration Framework discussions. As an Intermunicipal Development Plan there is no lead municipality and no associated cost sharing agreements.

**e. Emergency Services**

- i. Fire and Rescue - The County and Village have a Mutual Aid Fire Agreement which has been in place since April 23, 2012. The Municipality requesting mutual aid being responsible for the applicable costs associated with responding to the emergency.
- ii. Emergency Management Agency Services – The County and Village have a joint Regional Emergency Management Plan which has been in place since April 19, 2011.

- 2) The Municipalities acknowledge that after discussion, the following items represent further opportunity for municipal cooperation within this framework:
  - a) Emergency Management Agency Services
  - b) Regulatory Services – Community Peace Officer (Provincial Statutes Only)
  - c) Fire/Rescue Services
  - d) Regional Planning and Assessment Review Boards

The Municipalities agree that they will further discuss the above matters and reach mutually acceptable arrangements no later than December 31, 2020 for items (a) and (b) and no later than December 31, 2021 for items (c) and (d). The Municipalities further agree that they will endeavour to include the Town of Westlock in discussion on items (a) and (c) 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 to that the matters will be referred to the Dispute Resolution process contained within this agreement.

- 3) 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.

- 4) 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.



## 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 upon instruction of Council.
- 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 meeting of the Joint Council 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 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 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 on a future date and time.
- 5) The Joint Council Committee will be the forum used to discuss and review future mutual aid agreements and/or cost sharing agreements. In the event the Joint Council Committee is unable to reach an agreement, the dispute shall be dealt with through the procedure outlined within Section G 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 support of their electorate to support the project and any borrowing that could be required.

## G. DISPUTE RESOLUTION

- 1) The Municipalities commit to resolving any disputes under the Intermunicipal Collaboration Framework in a non-adversarial, informal and cost-efficient manner.
- 2) The Municipalities 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 Municipality believes there is a dispute under the Intermunicipal Collaboration Framework and wishes to engage in dispute resolution, the Municipality must give written notice of the matters under dispute to the Chief Administrative Officer of the other Municipality to attempt to negotiate a resolution to the dispute.
- 4) If a dispute cannot be resolved to the satisfaction of the Municipalities within thirty (30) calendar days of the dispute being referred to the Chief Administrative Officers, the dispute will be referred to the Joint Council Committee to attempt to negotiate a resolution to the dispute.
- 5) If a dispute cannot be resolved to the satisfaction of the Municipalities within sixty (60) calendar days of the dispute being referred to the Joint Council Committee, the dispute will be referred to a mediator acceptable to both Municipalities, unless the Municipalities mutually agree not to mediate the dispute. The costs of mediation shall be shared equally between the municipalities.
- 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 Municipalities within three (3) months after the appointment of a mediator, and the Municipalities have not mutually agreed to extend the term of mediation, the mediation is deemed unsuccessful and shall be terminated.
  - a) If a dispute is not resolved through the above noted process, the Municipalities shall refer the matter to an arbitrator acceptable to both municipalities and the arbitration process described in Part 17.2 of the *Municipal Government Act RSA 2000 M-26* shall apply whether or not one year has passed after the Municipalities 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 the Westlock County to:

**Westlock County  
c/o Chief Administrative Officer  
10336 – 106 Street  
Westlock, Alberta T7P 2G1**

- b. In the case of Village of Clyde to:


**Village of Clyde  
c/o Chief Administrative Officer  
PO Box 190  
Clyde, Alberta T0G 0P0**

- 2) In addition to H (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 20th day of April, 2020 at Westlock, Alberta.

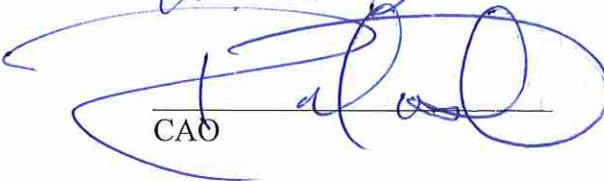
**WESTLOCK COUNTY**

  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
CAO

**VILLAGE OF CLYDE**

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
CAO