

Intermunicipal Collaboration Framework

Between

Westlock County

And

Athabasca County

WHEREAS, Athabasca County and Westlock County share a common border; and

WHEREAS, Athabasca County and Westlock County share common interests and are desirous of working together to provide services 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 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. DEFINITIONS

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

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 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 Athabasca County and Westlock County are committed to fostering intermunicipal cooperation in a non-adversarial, informal and cost-effective manner.
- 2) Athabasca County's 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.

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 Westlock County residents for services provided by Athabasca County and Athabasca County 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:

- i. The Municipalities have a Mutual Fire Aid Agreement between Athabasca County and Westlock County which was entered into on December 11, 2012. As a mutual aid agreement there is no lead municipality. Cost sharing is in accordance with the Mutual Fire Aid Agreement, with the municipality requesting mutual aid being responsible for the applicable costs associated with responding to the emergency.
- 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 Municipalities acknowledge that there are recreational services located within both Municipalities that residents from both municipalities may access. Both Municipalities agree that further discussions may need to be held from time-to-time to discuss how both municipalities may cooperate and support each other in provision of efficient and cost-effective recreational services.

F. 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 Council.
- 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 County has received written notice of new project, a 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) The Council will be the forum used to discuss and review future mutual aid agreements and/or cost sharing agreements. In the event the Council 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 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 Council 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 the Athabasca County to:

Athabasca County
c/o Chief Administrative Officer
3602 – 48th Avenue
Athabasca, Alberta T9S 1M8

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 Officer.

IN WITNESS WHEREOF the parties have affixed their corporate seals as attested by the duly authorized signing officers of the parties signed this 3 day of November, 2020.

ATHABASCA COUNTY

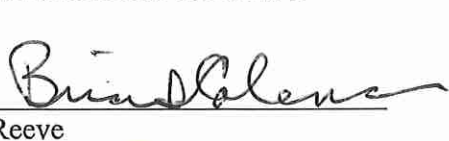


Reeve



Chief Administrative Officer

WESTLOCK COUNTY



Reeve



Chief Administrative Officer

