



# **Intermunicipal Collaboration Framework**

**Between**

**Westlock County**

**And**

**The Municipal District of  
Lesser Slave River No. 124**

## **Intermunicipal Collaboration Framework Agreement**

### **Between**

#### **Westlock County,**

A municipality incorporated under the laws of Alberta  
(Hereinafter referred to as “Westlock”)

And

#### **Municipal District of Lesser Slave River No. 124,**

A municipality incorporated under the laws of Alberta  
(Hereinafter referred to as “Lesser Slave River”)

**WHEREAS**, Section 708.28(1) of the Municipal Government Act, being Chapter M-26 of the Statutes of Alberta, as amended, mandates that municipalities that have common boundaries must create an Intermunicipal Collaboration Framework with each other that identifies the services provided by each municipality, which services are best provided on an intermunicipal basis, and how services to be provided on an intermunicipal basis will be delivered and funded; and

**WHEREAS**, Westlock and Lesser Slave River share a common border, and

**WHEREAS**, Westlock and Lesser Slave River share common interests and are desirous of working together to provide services to their ratepayers; and

**WHEREAS**, the *Municipal Government Act (MGA)* stipulates that municipalities that have a common boundary must create a framework.

**NOW THEREFORE**, by mutual covenant of the parties hereto it is agreed as follows:

### **A. DEFINITIONS**

1) In this agreement

- a. “Services” means those services relating to:
  - i. Transportation
  - ii. Solid Waste
  - iii. Recreation
  - iv. Water/Wastewater
  - v. Emergency Services
- b. “Municipal Services” is a service provided by a municipality through either its own administration or by a third party such as a contractor, or other agency/company.
- c. “Intermunicipal Services” is a service that is provided to two or more municipalities. This can be provided by one or more municipalities or by a third party such as a service commission, municipal controlled corporation, authority, etc.

## **B. TERM AND REVIEW**

- 1) In accordance with the *Municipal Government Act (MGA)*, this is a permanent Agreement that shall come into force upon signature of the signing officers of both municipalities.
- 2) This Agreement may be amended by mutual consent of both parties unless specified otherwise in this Agreement.
- 3) It is agreed by Westlock and Lesser Slave River that the Intermunicipal Negotiating Committee shall meet at least once every five years to review the terms and conditions of the Agreement.

## **C. GOVERNANCE BODY**

- 1) Westlock and Lesser Slave River agreed to create a recommending body known as the Intermunicipal Negotiating Committee (INC).
- 2) The INC shall consist of six members, being the Reeves and Deputy Reeves of each municipality, along with the Chief Administrative Officers as advisory staff.
- 3) The INC will meet on an as required basis and will review current agreements in place, discuss potential areas of improvement and achieve fair, equitable solutions and cost savings; to spur managed growth, attract both businesses and residents to the area, improve intermunicipal relations and promote transparency.
- 4) Each INC meeting will be held in camera and, due to the complexity of this process, the creation of ground rules will be set. Ground rules are essential to this process as it reduces the element of surprise by giving everyone information at the start of the process about how the process will be conducted and to help clarify roles and responsibilities.

## **D. MUNICIPAL SERVICES**

- 1) Transportation
  - a. Westlock and Lesser Slave River have agreed that transportation services will be provided independently by both municipalities.
- 2) Solid Waste
  - a. Westlock and Lesser Slave River have agreed that solid waste services will be provided independently by both municipalities.
- 3) Recreation
  - a. Westlock and Lesser Slave River have agreed that recreation services will be provided independently by both municipalities.
- 4) Water/Wastewater

- a. Westlock and Lesser Slave River have agreed that water/wastewater services will be provided independently by both municipalities.

5) Emergency Services

- a. Westlock and Lesser Slave River have agreed that emergency services will be provided independently by both municipalities.

The Municipalities have a current Mutual Fire Aid Agreement. 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.

**E. INTERMUNICIPAL SERVICES**

- 1) Westlock and Lesser Slave River agree to keep discussions open for future opportunities for collaboration.

**F. FUTURE PROJECTS & AGREEMENTS**

- 1) In the event either municipality initiates the development of a new project and/or service that may require a cost-sharing agreement, the initiating municipality's Chief Administrative Officer will notify the other municipality's Chief Administrative Officer.
- 2) The INC will be the forum used to address and develop future mutual aid agreements and/or cost sharing agreements for future respective Councils consideration. In the event the Councils are unable to reach an agreement, the dispute shall be dealt with through a dispute resolution process as outlined in Section H.

**G. INDEMNITY**

- 1) Each of the parties hereto shall be responsible for and indemnify and save harmless the other party for any damages or losses (including legal fees on a solicitor and his own client full indemnity basis), injuries or loss of life, resulting from the acts or omissions of their respective employees, servants, agents or contractors which may occur in the performance, purported performance, or non-performance of their respective obligations under this agreement; provided that such indemnity shall be limited to an amount in proportion to the degree to which the indemnifying party, its employees, servants, agents or contractors are at fault or otherwise held responsible in law.
- 2) The indemnifications set forth in Section G.1 hereof, will survive the expiration of the term or termination of this Agreement for whatever cause and any renewal or extension of the term, as the case may be.
- 3) Each of the parties hereto will be responsible for the acquisition of any and all necessary consents, licenses, approvals or authorities relating to their respective execution and performance of the terms of this Agreement.

- 4) One party hereto will not be liable to the other party hereto for any failure of or delay in the performance of its obligations hereunder nor be deemed to be in breach of this Agreement if such failure or delay has arisen from "Force Majeure." For the purpose of this Agreement, "Force Majeure" means any cause not within the control of the party, including, without limitation, interruption of telecommunications, gas, electric or other utility service, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, earthquakes, fires, lightning, storms, floods, high water, washouts, inclement weather, orders or acts of military authorities, civil disturbances or explosions.
- 5) Where one party hereto is prevented from carrying out its obligations hereunder due to Force Majeure, such party will, as soon as possible, give notice of the occurrence of such Force Majeure to the other party hereto and the party providing such notice will thereupon be excused from the performance of such obligations for the period of time directly attributable to the effect of the Force Majeure.

## **H. DISPUTE RESOLUTION**

### 1) Notice of dispute

- a. In the event that one party perceives a dispute under the framework and wishes to engage in dispute resolution, the initiating party's Chief Administrative Officer must give written notice of the matters under dispute to the other party's Chief Administrative Officer.

### 2) Negotiation

- a. Within 14 days of after the notice is given, the INC will meet and attempt to resolve the dispute.

### 3) Mediation

- a. In the event the Committee is unable to resolve an issue, Westlock and Lesser Slave River will seek the assistance of a mediator acceptable to both parties.
- b. The initiating party must provide the mediator with an outline of the dispute and any agreed statement of facts.
- c. Both parties must give the mediator access to all records, documents and information that the mediator may reasonably request.
- d. Both parties must meet with the mediator at such reasonable times as may be required and must, through the intervention of the mediator, negotiate in good faith to resolve their dispute.
- e. All proceedings involving a mediator are without prejudice, and the costs of mediation shall be shared equally between parties.

### 4) Report

- a. If the dispute has not been resolved within 6 months after the notice is given, the initiating party must, within 21 days, prepare and provide to the other party a report.
- b. The report must contain a list of the matters agreed on and those on which there is no agreement between the parties.
- c. The initiating party may prepare a report before the 6 months have elapsed if:
  - i. the parties agree, or
  - ii. the parties are not able to appoint a mediator.

5) Appointment of arbitrator

- a. Within 14 days of a report being provided, the representatives must appoint an arbitrator and the initiating party must provide the arbitrator with a copy of the report.
- b. If the representatives cannot agree on an arbitrator, the initiating party must forward a copy of the report to the Minister with a request to the Minister to appoint an arbitrator.
- c. In appointing an arbitrator, the Minister may place any conditions on the arbitration process as the Minister deems necessary.

6) Arbitration process

- a. Where arbitration is used to resolve a dispute, the arbitration and arbitrator's powers, duties, functions, practices, and procedures shall be the same as those in Division 3 of Part 17.2 of the MGA and Part 1 of the *Intermunicipal Collaboration Framework Regulation*.
- b. The arbitrator may do the following:
  - i. require an amendment to a framework;
  - ii. require a party to cease any activity that is inconsistent with the framework;
  - iii. provide for how an agreement must be amended to be consistent with the framework;
  - iv. award any costs, fees and disbursements incurred in respect of the dispute resolution process and who bears those costs.

7) Deadline for resolving dispute

- a. The arbitrator must resolve the dispute within one year from the date the notice of dispute is given.
- b. If an arbitrator does not resolve the dispute within the time described, the Minister may grant an extension of time or appoint a replacement arbitrator on such terms and conditions that the Minister considers appropriate.

8) Arbitrator's order

- a. Unless the parties resolve the disputed issues during the arbitration, the arbitrator must make an order as soon as possible after the conclusion of the arbitration proceedings.
- b. The arbitrator's order must

- i. be in writing
  - ii. be signed and dated
  - iii. state the reasons on which it is based
  - iv. include the timelines for the implementation of the order, and
  - v. specify all expenditures incurred in the arbitration process for payment under s708.41 of the MGA.
- c. The arbitrator must provide a copy of the order to each party
  - d. If an order of the arbitrator under section is silent as to costs, a party may apply to the arbitrator within 30 days of receiving the order for a separate order respecting costs.
- 9) Costs of arbitrator
- a. Subject to an order of the arbitrator or an agreement by the parties, the costs of an arbitrator must be paid on a proportional basis by the municipalities that are to be parties to the framework.
  - b. Each municipality's proportion of the costs must be determined by dividing the amount of that municipality's equalized assessment by the sum of the equalized assessments as set out in the most recent equalized assessment.

**I. CORRESPONDENCE**

- 1) Written notices under this agreement shall be addressed to:

**In the case of Westlock County:**  
Westlock County  
10336 – 106 Street  
Westlock, AB T7P 2G1  
Attention: Chief Administrative Officer

**In the case of the Municipal District of Lesser Slave River No. 124**  
Municipal District of Lesser Slave River No. 124  
Box 722  
Slave Lake, Alberta T0G 2A0  
Attention: Chief Administrative Officer

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals as attested by the duly authorized signing officers of the parties signed this 16<sup>th</sup> day of March, 2020.

**WESTLOCK COUNTY**

**MUNICIPAL DISTRICT OF LESSER  
SLAVE RIVER NO. 124**

Len Hall  
REEVE

[Signature]  
REEVE

[Signature]  
CHIEF ADMINISTRATIVE OFFICER

[Signature]  
CHIEF ADMINISTRATIVE OFFICER