

Intermunicipal Collaboration

Framework Between

Thorhild County



Westlock County



MARCH 2020 – FINAL

WHEREAS, Thorhild County and Westlock County share a common boundary; and

WHEREAS, Thorhild County and Westlock County share common interests and are desirous of working together to provide services to their ratepayers; and

WHEREAS, the *Municipal Government Act* stipulates that municipalities that have a common boundary must create a framework with each other that describes the services to be provided under the framework that benefit residents in more than one of the municipalities that are parties to the framework, identifies which municipality is responsible for providing which services and outlines how the services will be delivered and funded.

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

1. DEFINITIONS

- 1) In this Framework, words have the same meanings as set out in the *Municipal Government Act*, except that:
 - a. "Framework" means this intermunicipal collaboration framework entered into by the Parties pursuant to part 17.2 of the *Municipal Government Act*.
 - b. "Parties" means Thorhild County and Westlock County, and "Party" means any one of them.
 - c. "Service Agreement" means a legally binding agreement such as a Contract, Agreement or Memorandum of Understanding that is signed by both parties.
 - d. The word "shall" be interpreted as meaning an obligatory direction.

2. TERM AND REVIEW

- 1) In accordance with the *Municipal Government Act*, this Framework shall come into force on the passing of resolutions by the Parties that contain this Framework.
- 2) This Framework may be amended by mutual consent of the Parties and shall come into force on the passing of resolutions by the Parties that contain the Framework as amended.
- 3) It is agreed that the Parties shall meet at least once every five (5) years, or upon request by either Party, commencing no earlier than 90 calendar days and no later than 180 calendar days after a municipal election to review the terms and conditions of this Framework.

3. INTERMUNICIPAL COOPERATION

- 1) Both Thorhild County and Westlock County are committed to fostering intermunicipal cooperation in a non-adversarial, informal and cost-effective manner.
- 2) Thorhild 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 Party shall be the forum for reviewing the Intermunicipal Collaboration Framework.

4. GENERAL SERVICE PROVISION

- 1) The Parties have agreed that the best and most efficient way to provide services to residents is to continue providing services independently or through the various arrangements that each party currently has with their respective neighbours.

5. INTERMUNICIPAL SERVICE PROVISION

In congruence with the *Municipal Government Act*, the following section outlines the level of shared service provision between Thorhild County and Westlock County:

- 1) Emergency Services:
 - a) Thorhild County and Westlock County have a Mutual Emergency/Disaster/Fire Mutual Aid Agreement in place for emergency related essential services assistance to each party on an as-needed basis. These services include, but are not limited to, fires, vehicular collisions, states of local emergency where life and/or property is endangered. When a request for assistance is received or confirmed by the Requesting Party's Authorized Representative and the Supplying Party provides assistance, the Requesting Party shall compensate the Supplying Party for applicable labour and equipment as per the rates set out in current bylaws or policies of the Supplying Party.
 - b) Each Party, whose assistance is requested, will provide information to the Requesting Party, as soon as possible indicating what, if any assistance will be provided as well as when and where it will be available.
- 2) Other Services:
 - a) Thorhild County and Westlock County agreed not to enter into an Intermunicipal Development Plan. It is agreed that each municipality shall refer discretionary planning or development matters within an 800m buffer of the neighbouring border to the neighbour municipality for review.

6. COLLABORATION PROCESS

- 1) In their present circumstance, neither Party intend to engage in future projects or agreements with one another in the foreseeable future, apart from mutual aid agreements that may be renewed or amended in the future. However, if a circumstance arises that one Party wishes to enter into an Intermunicipal Service Agreement, sections 6(2) to 6(10) of this Framework procedure shall dictate the process.
- 2) In the event either Party believes the development of a new project and/or service may benefit residents of the other Party and require a cost-sharing Agreement, the initiating Party's Chief Administrative Officer shall notify the other Party's Chief Administrative Officer of such a development and/or service being considered for construction or development.
- 3) The initial notification, as referenced in section 6(2) of this Framework, will include a general description of the project, estimated costs and timing of expenditure. The other Party will advise if they have objections in principal to provide funding to the project and provide reasons. An opportunity to discuss will be provided to discuss the project at future Council meetings.
- 4) Once either Party has received written notice of a new project, Council meetings must be held within thirty (30) calendar days of the date the notice was received, unless both Chief Administrative Officers agree otherwise.
- 5) Council meetings will be the forum used to address and develop future mutual aid agreements and/or cost-sharing agreements. In the event that the Parties are unable to reach an agreement, the dispute shall be dealt with through the procedure outlined within Section 7.
- 6) When developing Service Agreements, the Parties shall clearly identify which municipality will lead service delivery for the service(s).
- 7) When developing Service Agreements, the Parties shall determine the appropriate funding for the service(s) being discussed.
- 8) All future Service Agreements shall set out a process for discontinuing the service provided if one or both Parties wish to discontinue the service delivery.
- 9) All future Service Agreements shall set out a time frame for the delivery of the service(s) been discussed including the start date of the service delivery.

7. 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 of the Parties, or designates, 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.

8. CORRESPONDENCE

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

In the case of Thorhild County to:

Thorhild County
c/o Chief Administrative Officer
Box 10
Thorhild, AB T0A 3J0

In the case of Westlock County to:

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

IN WITNESS WHEREOF the parties have affixed their corporate seals as attested by the duly authorized signing officers of the parties signed this 24th day of March, 2020 at Westlock, Alberta.

THORHILD COUNTY

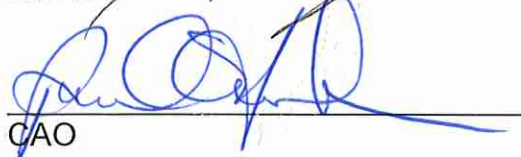
WESTLOCK COUNTY



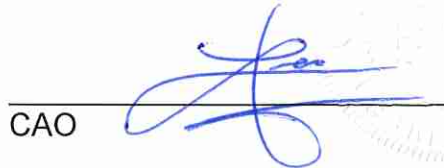
Reeve



Reeve



CAO



CAO

Passed at Thorhild County Regular Council Meeting on this 10th day of March 2020 by Resolution #105-2020.