

Intermunicipal Collaboration Framework

Between

Brazeau County and Leduc County

Resolution 181/20-03-03 (Brazeau County)

Resolution GP25-20 (Leduc County)



February 2020

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WHEREAS, Brazeau County and Leduc County (herein after the “Counties”) share a common boundary; and

WHEREAS, the Counties 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 common boundaries must create an Intermunicipal Collaboration Framework (herein after the “Framework”) with each other unless they are members of the same growth management board. The Framework must describe the services to be provided under it that benefit residents in more than one of the municipalities that are parties to the Framework and outline which municipality is responsible for providing the services, how the services will be delivered, and how the services will be funded.

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

A. TERM AND REVIEW

- 1) In accordance with the *Municipal Government Act*, this Framework is a permanent Agreement and shall come into force on the passing of resolutions by both Counties.
- 2) This Framework may be amended by mutual consent of both Counties unless specified otherwise in this Framework. Amended copies of this Framework shall come into force on the passing of resolutions by both Counties.
- 3) Amended versions to this Framework shall supersede and replace all previous versions of this Framework.
- 4) It is agreed by both Counties that the Intermunicipal Committee shall meet at least once every five (5) years, or sooner upon request by either party, to review the terms and conditions of the agreement.

B. INTERMUNICIPAL COOPERATION

- 1) An Intermunicipal Committee (IC) will be established, and is the forum for reviewing the Framework. The Intermunicipal Committee will consist of three (3) elected officials appointed by each County, as well as the respective Chief Administrative Officer or designate.
- 2) The Counties will give thirty (30) calendar days’ notice for a meeting. Meeting requests will be directed to the Chief Administrative Officer for the respective municipality.

C. GENERAL TERMS

- 1) Both Counties agree that in respect of the service agreements outlined in Section D(1) that residents of the Counties will be afforded the same services at the same costs, including user fees when providing these services to the partner municipality.

D. SERVICES

- 1) The Counties 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 Counties, with additional partners, have agreements in place to aid in the event of emergencies:

 - i. Mutual Aid Agreement between Brazeau County and Leduc County. As a mutual aid agreement there is no managing partner. The assisting municipality shall invoice the requesting municipality for providing mutual aid.
 - ii. Centralized Asset Management System (CAMS) License Shared Data Agreement between Brazeau County, County of Wetaskiwin No. 10, Leduc County, the City of Leduc, and Camrose County. The purpose of this Agreement is to share information as it relates to the CAMS operating system. This agreement is mutually administered at no cost to all parties.
- 2) The Counties acknowledge that in addition to the shared service agreements in place between the Counties, they each have independent agreements with other regional partners.
- 3) The Counties have reviewed the aforementioned existing agreements and have determined that these are the most appropriate municipal services to be conducted in a shared manner.

E. DISPUTE RESOLUTION

- 1) The Counties are committed to resolving any disputes in a non-adversarial, informal and cost-efficient manner.

- 2) In the event of a dispute, the Counties agree that they shall undertake a process to promote the resolution of the dispute in the following order:
 - a. negotiation;
 - b. mediation; and
 - c. arbitration, if the dispute is not resolved in one (1) year.
- 3) The Counties shall make all reasonable efforts to resolve all disputes by negotiation and agree to provide, without prejudice, open and timely disclosure of relevant facts, information and documents to facilitate negotiations.
- 4) If any dispute arises between the Counties regarding the interpretation, implementation or application of this Framework or any contravention or alleged contravention of this Framework, the dispute will be resolved through the binding Dispute Resolution process outlined herein.
- 5) If the Dispute Resolution process is invoked, the Counties shall continue to perform their obligations described in this Framework until such time as the Dispute Resolution Process is complete.
- 6) Despite E(4), where an existing intermunicipal agreement has a binding dispute resolution process included in the existing intermunicipal agreement, that agreement shall be used instead of the dispute resolution outlined in this Framework.
- 7) Any dispute arising out of the implementation of this Agreement will firstly be addressed by the administration of both Counties. Where a dispute cannot be resolved to the satisfaction of both parties after thirty (30) calendar days, the dispute will be referred to the Chief Administrative Officers of both Counties.
- 8) Where a dispute cannot be resolved to the satisfaction of both Chief Administrative Officers after thirty (30) calendar days, the dispute will be referred to the Intermunicipal Committee.
- 9) Either County shall give written notice (“Dispute Notice”) to the other County of a dispute and outline in reasonable detail the relevant information concerning the dispute. Within thirty (30) calendar days following receipt of the Dispute Notice, the Intermunicipal Committee shall meet and attempt to resolve the dispute through discussion and negotiation, unless a time extension is mutually agreed by the Chief Administrative Officers. If the dispute is not resolved within sixty (60) calendar days of the Dispute Notice being issued, the negotiation shall be deemed to have failed and shall be referred to mediation.

- 10) Either County shall be entitled to provide the other County with a written notice (“Mediation Notice”) specifying:
 - a. The subject matters remaining in dispute, and the details of the matters in dispute that are to be mediated; and
 - b. The nomination of an independent mediator.
- 11) The Counties shall, within thirty (30) calendar days of the Mediation Notice, seek the assistance of a mediator acceptable by both Counties.
- 12) When a mediator is appointed, the Counties shall submit in writing their dispute to the mediator and afford the mediator access to all records, documents and information the mediator may reasonably request. The Counties shall meet with the mediator at such reasonable times as may be required and shall, through the intervention of the mediator, negotiate in good faith to resolve their dispute. All proceedings involving a mediator are agreed to be without prejudice and the fees and expenses of the mediator and the cost of the facilities required for mediation shall be shared equally between the Counties.
- 13) In the event that:
 - a. The Counties do not agree on the appointment of a mediator within thirty (30) calendar days of the Mediation Notice; or
 - b. The mediation is not completed within sixty (60) calendar days after the appointment of the mediator; or
 - c. The dispute has not been resolved within ninety (90) calendar days from the date of receipt of the Mediation Notice;either County may, by notice to the other, withdraw from the mediation process and the mediation shall be deemed to have failed.
- 14) If mediation fails to resolve the dispute, or if the Counties are unsuccessful in resolving the dispute within one (1) year of starting the dispute resolution process, the matter must be referred to an arbitrator.
- 15) The arbitrator must be chosen by the Counties or, if they cannot agree, by the Minister.
- 16) The *Arbitration Act* (Alberta) shall apply to arbitration proceedings commenced pursuant to this Framework; except to the extent of any conflict or inconsistency with the *Municipal Government Act*, in which case the *Municipal Government Act* prevails.

F. CORRESPONDENCE

- 1) Written notice under this Agreement shall be addressed as follows:
 - a. In the case of Brazeau County to:
Brazeau County
c/o Chief Administrative Officer
Box 77, 7401 Twp Rd 494
Drayton Valley, Alberta T7A 1R1
 - b. In the case of Leduc County to:
Leduc County
c/o Chief Administrative Officer
1101 – 5th Street
Nisku, Alberta T9E 2X3
- 2) In addition to F(1), notices may be sent by electronic mail to the Chief Administrative Officer.