



Intermunicipal Collaboration Framework

Between

County of Stettler No. 6

and

Flagstaff County

March 2020

WHEREAS, County of Stettler No. 6 and Flagstaff County share a common border; and

WHEREAS, County of Stettler No. 6 and Flagstaff 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 an Intermunicipal Collaboration Framework with each other that describes the services to be provided under it that benefit residents in more than one of the municipalities that are parties to the framework and the funding arrangements for these services.

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 that are provided that benefit residents in more than one of the municipalities; and
 - b) “Capital Costs” means new facilities, expansions to existing facilities and intensification of use of existing facilities’; and,
 - c) “Year” means the calendar year beginning on January 1st and ending on December 31st.

B. TERM AND REVIEW

- 1) In accordance with the Municipal Government Act, this Intermunicipal Collaboration Framework shall come into force on final passing of matching resolutions by both Counties.
- 2) This Agreement may be amended by mutual consent of both parties unless specified otherwise in this Agreement.
- 3) It is agreed by County of Stettler No. 6 and Flagstaff County that the Intermunicipal Committee shall meet at least once every five years to review the terms and conditions of the agreement.

C. INTERMUNICIPAL COOPERATION

- 1) County of Stettler No. 6 and Flagstaff County agree to create a recommending body known as the Intermunicipal Committee (hereinafter referred to as the Committee).
- 2) The Committee will meet on an as-required basis and will develop recommendations to the County Councils on all matters of strategic direction and cooperation affecting services shared by the residents and ratepayers of both Counties.

- 3) The Committee shall consist of four members, being two Councillors from each County.
- 4) The Chief Administrative Officers will be advisory staff to the Committee, responsible to develop agendas and recommendations on all matters, and for forwarding all recommendations from the Committee to their respective Councils.

D. MUNICIPAL SERVICES

- 1) County of Stettler No. 6 and Flagstaff County have a history of working together, as required, to provide municipal services to the residents on an intermunicipal basis, however there is no requirement and/or benefit to share in the delivery of any municipal services at this time. Both Counties agree that the best and most efficient way to provide services to residents is to continue to provide the services via the various arrangements that each County currently has with their respective neighbours. Should the need arise, the Counties will enter into formal agreements in accordance with Section D.
- 2) County of Stettler No. 6 and Flagstaff County have a history of working together to provide municipal services to the residents, with the following services being provided directly, or indirectly to their ratepayers:
 - Emergency Services:
 - County of Stettler No. 6 and Flagstaff County, have agreements in place to aid in the event of emergencies:
 1. Mutual Aid Fire Agreement between County of Stettler No. 6 and Flagstaff County dated 12th day of February 1991.
 2. Peacetime Mutual Aid Agreement between County of Stettler No. 6, Flagstaff County and County of Paintearth dated 1st day of September 1988.
 3. Disaster Services Mutual Aid Agreement between County of Stettler No. 6 and Flagstaff County dated 11th day of August 1999.

E. 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.
- 2) Once either municipality has received written notice of new project, a Committee meeting must be held within 30 calendar days of the date the written notice was received, unless both Chief Administrative Officers agree otherwise.
- 3) The Intermunicipal Committee will be the forum used to address and develop future mutual aid agreements and/or cost sharing agreements. In the event that the

Committee is unable to reach an agreement, the dispute shall be dealt with through the procedure outlined within Section G of this document.

F. INDEMNITY

- 1) Flagstaff County shall indemnify and hold harmless County of Stettler No. 6, its employees and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of Flagstaff County, its employees or agents in the performance of this Agreement.
- 2) County of Stettler No. 6 shall indemnify and hold harmless Flagstaff County, its employees and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of County of Stettler No. 6, its employees or agents in the performance of this Agreement.

G. DISPUTE RESOLUTION

- 1) The Counties are committed to resolving any disputes regarding the interpretation, implementation, or application of this Framework or any contravention or alleged contravention of this Framework, in a non-adversarial, informal, and cost-efficient manner.
- 2) 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.
- 3) 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.
- 4) In the event of a dispute, the Counties agree that the Committee will meet and attempt to resolve the dispute.
- 5) In the event the Committee is unable to resolve an issue, County of Stettler No. 6 and Flagstaff County will seek the assistance of a mediator acceptable to both parties. The costs of mediation shall be shared equally between the Counties.
- 6) Either County shall be entitled to provide the other County with a written notice (Mediation Notice) specifying the subject matters remaining in dispute and the details of these matters, and the nomination of a mediator. Where 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.
- 7) In the event of a dispute that cannot be resolved through Steps 4 to 6, the dispute shall be submitted to binding arbitration. Either of the Counties may provide the other

County with written notice (Arbitration Notice) specifying the subject matters remaining in dispute and the details of these matters.

- 8) The *Arbitration Act* of Alberta in force from time to time shall apply to arbitration proceedings commenced pursuant to this Framework.

H. CORRESPONDENCE

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

- a. In the case of County of Stettler No. 6 to:

**County of Stettler No. 6
c/o Chief Administrative Officer
Box 1270
Stettler, AB T0C 2L0**

- b. In the case of Flagstaff County to:

**Flagstaff County
c/o Chief Administrative Officer
Box 358
Sedgewick, AB, T0B 4C0**

In addition to Section G 1), notices may be sent by electronic mail to the Chief Administrative Officers.

IN WITNESS WHEREOF the Counties have affixed their corporate seals as attested by the duly authorized signing officers of the County as of the first day above written.

COUNTY OF STETTLER NO. 6

FLAGSTAFF COUNTY

Reeve

Reeve

Chief Administrative Officer

Chief Administrative Officer