

**DRAFT
INTERMUNICIPAL COLLABORATION
FRAMEWORK**

BETWEEN

FLAGSTAFF COUNTY



AND

THE MUNICIPAL DISTRICT OF WAINWRIGHT No. 61



March 2020

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WHEREAS, Flagstaff County and the Municipal District of Wainwright No. 61 share a common border; and

WHEREAS, Flagstaff County and the Municipal District of Wainwright No. 61 share common service delivery interests and are committed to individually provide services to their respective ratepayers; and

WHEREAS, the *Municipal Government Act* R.S.A. 2000, c. M-26 (as amended) stipulates that municipalities that have a common boundary must create a framework with each other that identifies the services provided by each municipality and the funding arrangements for these services if they are provided intermunicipally.

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

1.0 DEFINITIONS

In this Agreement:

- “Act”** means the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended.
- “Councils”** means the municipal councils of the Municipal District of Wainwright No. 61 and Flagstaff County.
- “Framework”** means this Intermunicipal Collaboration Framework (ICF).
- “Municipalities”** refers to both Flagstaff County and the Municipal District of Wainwright No. 61 in conjunction.
- “Services”** means those services that are provided either municipally or intermunicipally which includes:
- i. Transportation
 - ii. Water and Wastewater
 - iii. Solid Waste
 - iv. Emergency Services
 - iv. Recreation

2.0 FRAMEWORK INTERPRETATION

1. All words in the Framework shall have the same meaning as defined in the *Municipal Government Act*. For words not defined under the *Municipal Government Act*, their meaning shall be as is understood in everyday language.
2. The word “shall” is interpreted as meaning an obligatory direction.
3. The word “may” is interpreted as meaning a choice exists with no preferred direction intended.

3.0 TERM AND REVIEW

1. In accordance with the *Municipal Government Act*, R.S.A. 2000, c. M-26 (as amended), this is a permanent Framework that shall come into force on final passing of matching resolutions by both Municipalities.
2. Being that the Framework is seen as a living document, it may be amended by mutual consent of both parties unless specified otherwise in this Framework.
3. It is agreed by Flagstaff County and the Municipal District of Wainwright No. 61 that the Framework shall be subject to review every **five years** to review the terms and conditions of the agreement between both Municipalities. The Framework may be reviewed within a shorter period of time, if required and agreed upon by both Municipalities.

4.0 INTERMUNICIPAL COOPERATION

1. The Municipal District of Wainwright No. 61 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 municipal Councils on all matters of strategic direction and cooperation affecting County residents.
3. The Committee shall consist of four members, being two Councillors from each Municipality.
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.

5.0 GENERAL SERVICE PROVISION

Flagstaff County and the Municipal District of Wainwright No. 61 have agreed that the best and most efficient way to provide services to their respective residents is to continue to provide the services independently due to their population density, demand, and overall land mass of both Municipalities.

1. Flagstaff County and the Municipal District of Wainwright No.61 have agreed that each Municipality will provide the following services independently for their residents or through intermunicipal collaboration with their separate urban municipal partners:
 - i. Transportation
 - ii. Water and Wastewater
 - iii. Solid Waste
 - iv. Emergency Services
 - v. Recreation

6.0 INTERMUNICIPAL SERVICE PROVISION

The Municipal District of Wainwright No. 61 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:

- a. Flagstaff County and the Municipal District of Wainwright No. 61 (in concert with The M.D. of Provost) entered into an intermunicipal agreement for the provision of Mutual Aid in times of peacetime emergencies on an as-needed basis in September 1988.
- b. Flagstaff County and the Municipal District of Wainwright No. 61 entered into an intermunicipal agreement for the provision of Mutual Aid fire fighting in May 1977.

7.0 FUTURE PROJECTS AND AGREEMENTS

In their present circumstance, neither Flagstaff County or the Municipal District of Wainwright No. 61 intend to engage in future projects or agreements with one another in the foreseeable future, apart from a Mutual Aid agreement that may be renewed or amended in the future. However, if a circumstance arises that one Municipality wishes to enter into an intermunicipal service agreement, the following procedure shall dictate the process:

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 shall notify the other Municipality's (hereinafter referred to as the "responding Municipality") Chief Administrative Officer **prior to the consideration** of such a development and/or service being constructed or developed.
2. Once either Municipality has received written notice of a 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 Committee will be the forum used to address and develop future mutual aid agreements and/or cost-sharing agreements. Both Flagstaff County and the Municipal District of Wainwright No. 61 shall agree that time shall be of the essence throughout the Committee meetings.
4. In the event the Committee is unable to reach an agreement, the dispute shall be dealt with through the procedure outlined within Section 8.0 of the Framework.

8.0 BINDING DISPUTE RESOLUTION PROCESS

The Municipal District of Wainwright No. 61 and Flagstaff County are committed to resolving any disputes in a non-adversarial, informal and cost-efficient manner.

If the Dispute Resolution Process is invoked, the Municipal District of Wainwright No. 61 and Flagstaff County shall continue to perform their obligations described in this Framework until such time as the Dispute Resolution Process is complete.

The Binding Dispute Resolution Process for the Framework shall be as follows:

1. The Committee will meet and attempt to resolve the dispute. Both municipalities shall be responsible for documenting and maintaining records of all meetings and exchanges throughout the dispute resolution process.
2. In the event the Committee is unable to resolve the issue, Flagstaff County and the Municipal District of Wainwright No. 61 shall seek the assistance of a mediator acceptable to both Municipalities. The costs of mediation shall be shared equally between the Municipalities.
3. Either Municipality shall be entitled to provide the other Municipality 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.
4. In the event that mediation proves to be unsuccessful, was not undertaken, or the proposing Municipality proceeds with an approval that does not reflect the accepted mediation recommendations, the responding Municipality may appeal that action to an arbitrator under the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended, as per the Act.
5. In the event of a dispute that cannot be resolved through Step 3, the dispute shall be submitted to binding arbitration. Either of the Municipalities may provide the other Municipality with written notice (Arbitration Notice) specifying the subject matters remaining in dispute and the details of these matters.
6. The Arbitration Act of Alberta in force from time to time shall apply to arbitration proceedings commenced pursuant to this Framework.

If the responding Municipality initiates a dispute, they may withdraw their objections at any time throughout the process and shall provide written confirmation that the dispute is withdrawn to the proposing Municipality.

Both Flagstaff County and the Municipal District of Wainwright No. 61 agree that time shall be of the essence when working through the Binding Dispute Resolution Process.

9.0 CORRESPONDENCE

- 1. Written notice under this Plan shall be addressed as follows:
 - a. In the case of the Municipal District of Wainwright No. 61 to:
Municipal District of Wainwright No. 61
c/o Chief Administrative Officer
711 – 14th Ave
Wainwright, AB T9W 1B3
 - b. In the case of Flagstaff County to:
Flagstaff County
c/o Chief Administrative Officer
Box 358
Sedgewick, AB T0B 4C0

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

MUNICIPAL DISTRICT
OF WAINWRIGHT No. 61

FLAGSTAFF COUNTY

Reeve

Reeve

Chief Administrative Officer

Chief Administrative Officer