



Intermunicipal Collaboration Framework

between

Beaver County

and

Flagstaff County

Flagstaff County Resolution # FC 20200226.1013 (February 26, 2020)
Beaver County Resolution # 20-115 (March 4, 2020)

WHEREAS, Beaver County and Flagstaff County share a common border; and

WHEREAS, Beaver County and Flagstaff County 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 a common boundary must create an Intermunicipal Collaboration Framework which describes the services to be provided by it that benefit residents in more than one of the municipalities that are parties to the Framework, and outlines how the services will be delivered and funded.

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

A. DEFINITIONS

- 1) In this Framework
 - a. "Municipalities" means Beaver County and Flagstaff County.

B. TERM AND REVIEW

- 1) In accordance with the *Municipal Government Act*, this Intermunicipal Collaboration Framework will come into force on final passing of matching resolutions that contain the Framework by both Municipalities.
- 2) This Framework may be amended by mutual consent of both Municipalities unless specified otherwise in this Framework.
- 3) It is agreed by the Municipalities that the Intermunicipal Committee will meet at least once every five years, commencing no later than 2025, to review the terms and conditions of the Framework.

C. INTERMUNICIPAL COOPERATION

- 1) Beaver County 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 (CAOs) 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) The Municipalities 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. Should the need arise, the Municipalities will enter into formal agreements in accordance with Section E.
- 2) The Municipalities acknowledge that they each have independent agreements with other regional partners.

E. FUTURE PROJECTS & AGREEMENTS

- 1) In the event that either Municipality initiates the development of a new project and/or service that may require a cost-sharing agreement, the initiating Municipality's CAO will notify the other Municipality's CAO in writing.
- 2) The initial notification will include a general description of the project, estimated costs, and timing of expenditures. The other Municipality will advise if it has objections in principle to provide funding to the project and if so, the reasons for the objection. An opportunity will be provided to discuss the project at the Committee meetings.
- 3) The following criteria will be used when assessing the desirability of funding of new projects:
 - a. Relationship of the proposed project to any regional long-term planning document prepared by the Municipalities;
 - b. The level of community support;
 - c. The nature of the project;
 - d. The demonstrated effort by volunteers to raise funds and obtain grants (if applicable);
 - e. The projected operating costs for new capital projects;
 - f. Municipal debt limit; and,
 - g. Projected utilization by residents of both Municipalities.
- 4) Once either Municipality has received written notice of a new project, a Committee meeting must be held within thirty (30) calendar days of the date the written notice was received, unless both CAOs agree otherwise.
- 5) The Committee will be the forum used to discuss and develop future cost-sharing agreements. In the event that the Committee is unable to reach an agreement, the dispute will be dealt with through the procedure outlined within Section G of this document.
- 6) Both Municipalities recognize that the decision to participate in or not participate in a project ultimately lies with the respective municipal councils, which in turn must rely on the support of their electorate to support the project and any borrowing that could be required.

F. INDEMNITY

- 1) Beaver County 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 Beaver County, its employees or agents in the performance of this Framework.
- 2) Flagstaff County shall indemnify and hold harmless Beaver 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 Flagstaff County, its employees or agents in the performance of this Framework.

G. DISPUTE RESOLUTION

- 1) The Municipalities are committed to resolving any disputes in a non-adversarial, informal, and cost-efficient manner.
- 2) The Municipalities will 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) In the event of a dispute, the Municipalities agree that they will undertake a process to promote the resolution of the dispute in the following order:
 - a. negotiation;
 - b. mediation; and
 - c. binding arbitration.
- 4) If any dispute arises between the Municipalities 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 Municipalities will continue to perform their obligations described in this Framework until such time as the Dispute Resolution Process is complete.
- 6) Despite Section G 4), where an existing intermunicipal agreement has a binding dispute resolution process included, the process in the existing intermunicipal agreement will be used instead of the dispute resolution process outlined in this Framework.
- 7) A Municipality will give written notice (“Dispute Notice”) to the other Municipality of a dispute and outline in reasonable detail the relevant information concerning the dispute. Within thirty (30) days following receipt of the Dispute Notice, the Councils will meet and attempt to resolve the dispute through discussion and negotiation, unless a time extension is mutually agreed by the CAOs. If the dispute is not resolved within sixty (60) days of the Dispute Notice being issued, the negotiation will be deemed to have failed.

- 8) If the Municipalities cannot resolve the dispute through negotiation within the prescribed time period, then the dispute will be referred to mediation.
- 9) Either Municipality will be entitled to provide the other Municipality 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 individual to act as the mediator.
- 10) The Municipalities will, within thirty (30) days of the Mediation Notice, jointly nominate or agree upon a mediator.
- 11) Where a mediator is appointed, the Municipalities will 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 Municipalities will meet with the mediator at such reasonable times as may be required and will, 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 will be shared equally between the Municipalities.
- 12) In the event that:
 - a. The Municipalities do not agree on the appointment of a mediator within thirty (30) days of the Mediation Notice; or
 - b. The mediation is not completed within sixty (60) days after the appointment of the mediator; or
 - c. The dispute has not been resolved within ninety (90) days from the date of receipt of the Mediation Notice;either Municipality may by notice to the other, withdraw from the mediation process, and in such event, the dispute will be deemed to have failed to be resolved by mediation.
- 13) If mediation fails to resolve the dispute, the dispute will be submitted to binding arbitration. Either of the Municipalities may provide the other Municipality with written notice (“Arbitration Notice”) specifying:
 - a. the subject matters remaining in dispute and the details of the matters in dispute that are to be arbitrated.
- 14) Within thirty (30) days following receipt of the Arbitration Notice, the other Municipality will, by written notice, advise as to which matters stated in the Arbitration Notice it accepts and disagrees with and whether it agrees with the resolution of the disputed items by arbitration.
- 15) The *Arbitration Act* (Alberta) in force from time to time will apply to arbitration proceedings commenced pursuant to this Framework.

H. CORRESPONDENCE

- 1) Written notice under this Framework will be addressed as follows:
 - a. In the case of Beaver County to:

**Beaver County
c/o Chief Administrative Officer
P.O. Box 140
Ryley, AB T0B 4A0**

- b. In the case of Flagstaff County to:


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

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


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

BEAVER COUNTY


FLAGSTAFF COUNTY



Reeve



Reeve



Chief Administrative Officer



Chief Administrative Officer