

Intermunicipal Collaboration Framework

Between

Kneehill County

(hereinafter referred to as “Kneehill”)

And

Wheatland County

(hereinafter referred to “Wheatland”)

WHEREAS Kneehill and Wheatland share a common border identified as follows: that area of Highway 9 (Township Road 28-2) from Range Road 25-0 to Range Road 21-3. The common border then follows Range Road 21-3 from Township Road 28-2 to the abandoned rail line south of Township Road 27-4. The abandoned rail line is the common border from Range Road 21-3 to Range Road 20-0.

AND WHEREAS Kneehill and Wheatland share common interests and desire working together to provide services to their ratepayers, where there are reasonable and logical opportunities to do so, at the sole discretion of the respective Municipalities;

AND WHEREAS, the *Municipal Government Act* stipulates that municipalities that have a common boundary must create a framework with each other to:

- provide for the integrated and strategic planning, delivery, and funding of intermunicipal services;
- steward scarce resources efficiently in providing local services; and
- ensure municipalities contribute funding to services that benefit their residents;

NOW THEREFORE, by mutual covenant of Kneehill and Wheatland, it is agreed to enter into the Intermunicipal Collaboration Framework as follows in Schedule A.

Schedule “A”

A. DEFINITIONS

- l) Words in this Agreement have the same meaning as in the *Municipal Government Act* except for the following:
- a. "Capital Costs" means new facilities, expansions to existing facilities, and intensification of use of existing facilities;
 - b. “County” means a municipal government form in rural areas of the province.
 - c. “CAO” means Chief Administrative Officer.
 - d. “Framework” means Intermunicipal Collaboration Framework.
 - e. “Intermunicipal Collaboration Framework” means the Intermunicipal Collaboration Framework between Kneehill County and Wheatland County, as required under Part 17.2 of the *Municipal Government Act*.
 - f. “Kneehill” means Kneehill County as a municipal corporation and the geographical area within its jurisdictional boundaries, as the context requires.
 - g. “*Municipal Government Act*” means the *Municipal Government Act*, RSA 2000, c M-26, as amended from time to time.
 - h. “Wheatland” means Wheatland County as a municipal corporation and the geographical area within its jurisdictional boundaries, as the context requires.
 - i. “Services” means those services that both parties may address within the Framework, which are:
 - i. Transportation;
 - ii. Water and wastewater;
 - iii. Solid Waste;
 - iv. Emergency Services;
 - v. Recreation; or
 - vi. Any other services that might benefit residents in both municipalities.

- j. "Service Agreements" means those agreements between the Parties to provide for the delivery of services, whether on a joint, collaborative, or other basis, as described in Part D (2) of this Agreement and as amended from time to time.
 - i. Municipal – no collaboration: No intermunicipal collaboration is used to delivery a service between the parties named in this agreement.
 - ii. Intermunicipal collaboration: Service is delivered through the exchange of funds or resources between the the parties named in this agreement.
 - iii. Third Party: A third party is employed to deliver a service that is of mutual benefit to the the parties named in this agreement.
- k. "Year" means the calendar year beginning on January 1 and ending on December 31.

B. TERM AND REVIEW

- 1) In accordance with the *Municipal Government Act*, this Agreement shall come into full force and effect on final passing of the resolutions by both Kneehill and Wheatland.
- 2) This Agreement may be amended by mutual consent of both parties unless specified otherwise in this Agreement through an amending resolution.
- 3) It is agreed by Kneehill and Wheatland that the Intermunicipal Committee shall meet at least once every four years to review the terms and conditions of the agreement.
- 4) The term of this agreement begins __, __, 2020 and ends __, __, 2024.

C. INTERMUNICIPAL COOPERATION

- 1) Kneehill and Wheatland agree to create a body known as the Intermunicipal Committee (hereinafter referred to as "the Committee").
- 2) The Committee will work together in good faith to share information about business that is of mutual interest to each municipality.
- 3) The Committee will meet on an as-needed basis, and will share information and provide feedback on intermunicipal or multi-jurisdictional opportunities and

issues. Topics may include planning policy, service delivery, or other matters that the Committee deems necessary.

- 4) The Committee shall consist of: two Councillors from Kneehill, two Councillors from Wheatland, and an alternate from each municipality.
- 5) The CAOs or designates of both municipalities will be advisory staff to the Committee and are responsible for developing agendas and recommendations on all matters and for forwarding all outcomes from the Committee to their respective Councils.
- 6) Meetings of the Committee can be called by either party whose Councillors or CAO are members of the Committee to this Agreement by requesting a meeting via electronic mail. The parties shall jointly determine a meeting date within thirty (30) days of the receipt of the request.

D. MUNICIPAL SERVICES

- 1) Kneehill delivers a range of services to its residents, including but not limited to:
 - Agricultural Services;
 - Bylaw Enforcement (municipal Peace Officers);
 - Cemetery Services;
 - Family and Community Support Services (through Kneehill Regional FCSS);
 - Fire and Emergency Management Services;
 - Library Services (through the Marigold Regional Library System);
 - Planning and Development Services;
 - Safety Codes;
 - Recreation and Parks Services;
 - Seniors' Housing (through the Kneehill Housing Corporation);
 - Solid Waste and Recycling: (through the Drumheller and District Solid Waste Commission);
 - Transportation Services;
 - Water Services (through AQUA 7, the Town of Three Hills, the Town of Drumheller); and
 - Wastewater Services.

Wheatland delivers a range of services to its residents, including but not limited to:

- Agricultural Services;
- Bylaw Enforcement (municipal and RCMP);
- Building Permits;
- Cemetery Services;
- Family and Community Support Services;
- Fire and Emergency Management Services;
- Library Services (through the Marigold Regional Library System);
- Planning and Development Services;
- Safety Codes;
- Recreation Services;
- Transportation Services;
- Seniors' Housing (through the Wheatland Housing Seniors Foundation);
- Solid Waste and Recycling (through Wheatland County Waste Transfer Sites and the Drumheller & District Solid Waste Commission); various private third party partnerships; and
- Water and Wastewater Services (through Wheatland County systems and a regional water line).

2) Kneehill and Wheatland have a history of working together to jointly provide the following municipal services to their residents, either directly, or indirectly:

SERVICE AREA	DELIVERY METHOD	SERVICE SHARED	IMPLEMENTATION & TERM, FUNDING
Emergency Management	Intermunicipal Collaboration	Delivery of emergency management services in case of a disaster or major event.	Mutual Aid Agreement
Fire	Intermunicipal Collaboration	Delivery of fire services.	Mutual Aid Agreement
Planning and Development	Intermunicipal Collaboration	Consultative discussion on certain planning and development activities around shared boundary.	Intermunicipal Development Plan
Solid Waste and Recycling	Intermunicipal Collaboration	Solid Waste and Recycling	Both are members of Drumheller and District

			Solid Waste Commission
Transportation	Municipal		No implementation required.
Water and Waste Water	Municipal		No implementation required.
Other: Agriculture	Intermunicipal Collaboration	Shared delivery on various Agricultural related training and education opportunities for residents.	Collaborate on weed control and agriculture related items around boundary. Deliver training and workshops in collaboration with neighbor agricultural services department.

E. FUTURE SERVICE & AGREEMENTS

- 1) Additions or changes to the services that the adjacent municipalities partner upon can be made prior to the end of the four year term.
- 2) Whether it is a new service, or elimination of an existing shared service, the municipality whose CAO is initiating the change shall, in writing, contact the CAO of their adjacent municipality.
- 3) Once the receiving municipality has received written notice of a new shared service or elimination of an existing service, an Intermunicipal Committee meeting date will be determined within thirty (30) days of receiving the notice, unless both Parties agree otherwise.
- 4) The Intermunicipal Committee will be the forum used to address and develop next steps to proceed with changes to the ICF. Committee members will inform the whole of their respective Councils of the outcome of this meeting.
- 5) The Committee recognizes that each respective Council has autonomy and decision making authority to enter into an intermunicipal service agreement.
- 6) If respective Councils agree to add a new service, or eliminate an existing service, both Councils must adopt an updated ICF through a matching updated resolution. Notwithstanding the foregoing, the parties may amend or update any of the Service Agreements by agreement from time to time without having to amend or replace this Agreement.

F. DISPUTE RESOLUTION

- 1) The Intermunicipal Committee will meet and attempt to resolve any disputes that may arise under this Framework.
- 2) In the event the Committee is unable to resolve a dispute, the parties will follow the process outlined in Schedule “B”.
 - a) Any new Service Agreement or an update to an existing service agreement will adopt and include the dispute resolution process referred to in F.2 as its dispute resolution clause.

G. OTHER PROVISIONS

- 1) **Further Assurances.** The Municipalities covenant and agree to do such things and execute such further documents, agreements, and assurances as may be reasonably necessary or advisable from time to time to carry out the terms and conditions of this Framework in accordance with their true intent.
- 2) **Assignment of Framework.** Neither Municipality will assign its interest in this Framework.
- 3) **Notices.** Any notice required to be given hereunder by any Municipality will be deemed to have been well and sufficiently given if it is delivered personally or mailed by pre-paid registered mail to the address of the Municipality for whom it is intended. A notice or other document sent by registered mail will be deemed to be sent at the time when it was deposited in a post office or public letter box and will be deemed to have been received on the fourth business day after it was postmarked. A copy of the notice shall also be provided via email.
- 4) **Entire Framework.** This Framework and any applicable Service Agreements constitute the entire agreement between the Municipalities relating to the subject matter contained within them and supersedes all prior understandings, negotiations and discussions, whether oral or written, of the Municipalities in relation to that subject matter. There are no warranties, representations or other agreements among the Municipalities in connection with the subject matter of the Framework except as specifically set forth within them.
- 5) **Unenforceable Terms.** If any term, covenant, or condition of this Framework, or the application thereof to any Municipality or circumstance is invalid or unenforceable to any extent, the remainder of this Framework or the application of such term, covenant, or condition to a Municipality or circumstance other than those to which it is held invalid or unenforceable will not be affected thereby, and each

remaining term, covenant, or condition of this Framework will be valid and enforceable to the fullest extent permitted by law.

- 6) **Amendments.** This Framework may only be altered or amended in any of its provisions when any such changes are put in writing and signed by all of the Municipalities (See also Section B of this Framework).
- 7) **Remedies Not Exclusive.** No remedy herein conferred upon any Municipality is intended to be exclusive of any other remedy available to that Municipality, but each remedy will be cumulative and will be in addition to every other remedy given hereunder either now, hereafter existing by law, in equity, or by statute.
- 8) **No Waiver.** No consent or waiver, express or implied, by any Municipality to or of any breach or default by any other Municipality in the performance by such other Municipality of their obligations hereunder will be deemed or construed to be a consent to or waiver of any other breach or default in the performance of obligations hereunder by such Municipality. Failure on the part of any Municipality to complain of any act or failure to act of another Municipality or to declare such Municipality in default, irrespective of how long such failure continues, will not constitute a waiver by such Municipality of its rights hereunder.
- 9) **Counterparts.** This Framework may be executed in several counterparts, each of which when so executed will be deemed to be an original. Such counterparts will constitute the one and same instrument as of their Effective Date.
- 10) **Governing Law.** This Framework will be exclusively governed by and construed in accordance with the laws of the Province of Alberta.
- 11) **Time.** Time will be of the essence for this Framework.
- 12) **Binding Nature.** This Framework will be binding upon the Municipalities and their respective successors and permitted assigns.

H. CORRESPONDENCE

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

a. In the case of the Kneehill County, to:

Kneehill County
c/o Chief Administrative Officer
1600 – 2nd Street, Box 400
Three Hills, Alberta, T0M 2A0

b. In the case of Wheatland County, to:

Wheatland County
c/o Chief Administrative Officer
242006 Rge Td 243, Hwy 1 RR 1
Strathmore, AB T1P 1J6

IN WITNESS WHEREOF, the Municipalities have hereunto executed this Framework under their respective corporate seals and by the hands of their proper officers duly authorized in that regard.

Signed this ____ day of _____, 2020 in _____,
Alberta.

KNEEHILL COUNTY

WHEATLAND COUNTY

Per:

Per:

Jerry Wittstock, Reeve

Amber Link, Reeve

Mike Haugen, CAO

Brian Henderson, CAO

Schedule “B”

Dispute Resolution Process

A. Definitions

- 1) “initiating party” means a party who gives notice under section B of this Schedule;
- 2) “mediation” means a process involving a neutral person as a mediator who assists the parties to a matter and any other person brought in with the agreement of the parties to reach their own mutually acceptable settlement of the matter by structuring negotiations, facilitating communication and identifying the issues and interests of the parties;
- 3) “mediator” means the mutually-agreed upon person or persons appointed to facilitate by mediation the resolution of a dispute between the parties.

B. Notice of dispute

- 1) When a party believes there is a dispute under a framework and wishes to engage in dispute resolution, the party must give written notice of the matters under dispute to the other parties.

C. Negotiation

- 1) Within 14 days after the notice is given under section B of this Schedule, each party must appoint a representative to participate in one or more meetings, in person or by electronic means, to attempt to negotiate a resolution of the dispute.

D. Mediation

- 1) If the dispute cannot be resolved through negotiations with 90 days of initial notice, the representatives must appoint a mediator to attempt to resolve the dispute by mediation.
- 2) The initiating party must provide the mediator with an outline of the dispute and any agreed statement of facts.
- 3) The parties must give the mediator access to all records, documents and information that the mediator may reasonably request.
- 4) The parties must meet with the mediator at such reasonable times as may be required and must, through the intervention of the mediator, negotiate in good faith to resolve their dispute.
- 5) All proceedings involving a mediator are without prejudice, and, unless the parties agree otherwise, the cost of the mediator must be shared equally between the parties.

E. Report

- 1) If the dispute has not been resolved within 6 months after the notice is given under section B of this Schedule, the initiating party must, within 21 days, prepare and provide to the other parties a report.
- 2) The report should contain a list of the matters agreed on and those on which there is no agreement between the parties.
- 3) Despite subsection (1), the initiating party may prepare a report before the 6 months have elapsed if
 - i. the parties agree, or
 - ii. the parties are not able to appoint a mediator under section D of this Schedule.

F. Appointment of arbitrator

- 1) Within 14 days of a report being provided under section E of this Schedule, the representatives must appoint a mutually agreed-upon arbitrator and the initiating party must provide the arbitrator with a copy of the report.
- 2) If the representatives cannot agree on an arbitrator, the initiating party must forward a copy of the report referred to in section E of this Schedule to the Minister with a request to the Minister to appoint an arbitrator.

G. Arbitration process

- 1) Where arbitration is used to resolve a dispute, the arbitration and arbitrator's powers, duties, functions, practices and procedures shall be the same as those in Division 2 of Part 17.2 of the Municipal Government Act.
- 2) In addition to the arbitrator's powers under subsection (1), the arbitrator may do the following:
 - i. require an amendment to a framework;
 - ii. require a party to cease any activity that is inconsistent with the framework;
 - iii. provide for how a party's resolutions or bylaws must be amended to be consistent with the framework;
 - iv. award any costs, fees and disbursements incurred in respect of the dispute resolution process and who bears those costs.

H. Deadline for resolving dispute

- 1) The arbitrator must resolve the dispute within one year from the date the notice of dispute is given under section B of this Schedule.

- 2) If an arbitrator does not resolve the dispute within the time described in subsection (1), the Minister may grant an extension of time or appoint a replacement arbitrator.

I. Arbitrator's order

- 1) Unless the parties resolve the disputed issues during the arbitration, the arbitrator must make an order as soon as possible after the conclusion of the arbitration proceedings.
- 2) The arbitrator's order must:
 - i. be in writing,
 - ii. be signed and dated,
 - iii. state the reasons on which it is based,
 - iv. include the timelines for the implementation of the order, and
 - v. specify all expenditures incurred in the arbitration process for payment under section 708.41 of the Act.
- 3) The arbitrator must provide a copy of the order to each party.
- 4) If an order of the arbitrator under sub-section (2) is silent as to costs, a party may apply to the arbitrator within 30 days of receiving the order for a separate order respecting costs.

J. Costs of arbitrator

- 1) Subject to an order of the arbitrator or an agreement by the parties, the costs of an arbitrator under this Schedule must be shared equally by the parties.