

Intermunicipal Collaboration Framework

Between

Regional Municipality of Wood Buffalo

And

Lac La Biche County

March 6, 2020

WHEREAS the Regional Municipality of Wood Buffalo and Lac La Biche County share a common border; and

WHEREAS the Regional Municipality of Wood Buffalo and Lac La Biche County share common interests and are desirous of working together when appropriate 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 with each other that describes the services provided under it that benefit residents in more than one of the Municipalities that are party to the framework.

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

A. DEFINITIONS

The following are the definition of terms used in this document:

- a. “Chief Administrative Officer” means the person appointed by Council to the position of chief administrative officer or their delegate;
- b. “Framework” means this Intermunicipal Collaboration Framework;
- c. “Municipalities” or “Municipality” means either the Regional Municipality of Wood Buffalo or Lac La Biche County or both.
- d. “Intermunicipal Collaboration Framework” means a document that 2 or more municipalities are required to develop under the *Municipal Government Act*, that facilitates cooperation and ensures that services are provided to residents efficiently.
- e. “Mediation” means a process involving a neutral party as the mediator who assists the municipalities and any other persons brought in by them to reach mutually acceptable settlement on the matter.
- f. “Mediator” means a person or persons appointed to facilitate resolution of a dispute between the municipalities.

B. TERM AND REVIEW

- 1) In accordance with the *Municipal Government Act*, this Intermunicipal Collaboration Framework shall come into force on final adoption of resolutions by each municipality, which bylaws or resolutions contain the Framework.
- 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 Councils shall review this Framework at least once every five years, commencing no later than 2025.

C. INTERMUNICIPAL COOPERATION

- 1) Both the Regional Municipality of Wood Buffalo and Lac La Biche County are committed to fostering intermunicipal cooperation in a non-adversarial, informal and cost-effective manner.
- 2) The Regional Municipality of Wood Buffalo’s Chief Administrative Officer and Lac La Biche County’s Chief Administrative Officer will communicate to each other in a timely manner on any items that might be of significance for intermunicipal cooperation or for this Framework.
- 3) The Councils of each Municipality shall be the forum for reviewing this Framework.

D. GENERAL TERMS

- 1) Both Municipalities agree that in consideration of the service agreements outlined in Section E(2) the residents of the Municipalities will be afforded the same services at the same costs, including user fees, as Lac La Biche County residents for services provided by the Regional Municipality of Wood Buffalo and the Regional Municipality of Wood Buffalo residents for services provided by Lac La Biche County.

E. MUNICIPAL SERVICES

- 1) Each Municipality will continue to provide services to their residents independently, except for the services that benefit residents of both Municipalities described in Section E(2).
- 2) The Municipalities will work together to agree upon, and provide, either directly or indirectly, municipal services to residents on an intermunicipal basis, and in particular with respect to the following two matters:
 - a. Emergency Services:
 - i. The Municipalities agree to work together to develop a Mutual Aid Agreement in 2020. If a new agreement is not finalized by December 31, 2020 and the Municipalities have not mutually agreed to extend the term of negotiations, then the negotiations are deemed unsuccessful and the Dispute Resolution process identified in this Framework shall be initiated.
 - b. Solid Waste:
 - i. The Municipalities agree to work together to address the responsibility of the Crown lease and other items that may potentially arise through discussions for the Mariana Lake Landfill in 2020. If a new agreement is not finalized by December 31, 2020 and the Municipalities have not mutually agreed to extend the term of negotiations, then the negotiations are deemed unsuccessful and the Dispute Resolution process identified in this Framework shall be initiated.

- 3) The Municipalities acknowledge that in addition to the shared service agreements to be negotiated as set out in Section E(2), they each have independent agreements with other regional partners.
- 4) The Municipalities have reviewed the aforementioned new agreements to be negotiated and listed in Section E(2) and have determined that these are the most appropriate municipal services to be conducted in a shared manner.

F. FUTURE PROJECTS & AGREEMENTS

- 1) In the event that either Municipality initiates the development of a new project and/or service that may benefit from a cost-sharing agreement, the initiating Municipality's Chief Administrative Officer will notify the other Municipality's Chief Administrative Officer 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 there are objections to cost-sharing for the project and the reasons.
- 3) Without fettering Council's decision-making process in any way, the responding Municipality may consider the following criteria when assessing the desirability of funding of new projects:
 - a. relationship of the proposed capital project to any regional long-term planning document prepared by the Municipalities;
 - b. degree of benefit to residents of the responding Municipality;
 - c. the level of community support;
 - d. the nature of the project;
 - e. the demonstrated effort by volunteers to raise funds and obtain grants (if applicable);
 - f. the projected operating costs for new capital projects;
 - g. municipal debt limit; and,
 - h. projected utilization by residents of both Municipalities.
- 4) Once the responding Municipality has received written notice of the new project, Council meetings to consider the project must be held within thirty (30) calendar days of the date the written notice was received, unless both Chief Administrative Officers agree otherwise.
- 5) The Municipalities' Councils will be the forum used to discuss and review future mutual aid agreements and/or cost sharing agreements. In the event the Councils are unable to reach an agreement, the dispute shall be dealt with through the procedure outlined within Section G of this document.
- 6) Both Municipalities recognize that the decision to participate or not participate lies with the respective Municipality.

G. DISPUTE RESOLUTION

- 1) The Municipalities agree to make all reasonable efforts to resolve any disputes by negotiation and agree to provide open and timely disclosure of relevant facts, information and documents to facilitate negotiations.
- 2) The Municipalities will provide notice in writing to each other prior to any news releases related to the dispute.
- 3) In the event of a dispute, the Municipalities agree that they shall undertake a process to promote the resolution of the dispute in the following order:
 - a. negotiation, followed by;
 - b. mediation, followed by;
 - 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 Dispute Resolution Process outlined herein.
- 5) If the Dispute Resolution Process is invoked, the Municipalities shall continue to perform their obligations described in this Framework until such time as the Dispute Resolution Process is complete.

Notice of Dispute

- 6) In the event a Municipality believes there is a dispute under this Framework, that Municipality shall give written notice (“Dispute Notice”). The Dispute Note must state:
 - a. the Municipality wishes to engage in the Dispute Resolution Process set out in this Framework; and
 - b. the relevant information concerning the dispute.
- 7) The Dispute Notice must be sent to the other Municipality in accordance with Section H of this Framework.

Negotiation

- 8) If a dispute cannot be resolved to the satisfaction of the Municipalities within twenty-one (21) calendar days after receipt of the Dispute Notice, the Chief Administrative Officers, of each municipality, must appoint representatives to participate in at least one meeting in person, to attempt to negotiate a resolution of the dispute (the “Negotiation Period”).
- 9) The Chief Administrative Officer may appoint different or additional representatives throughout the Dispute Resolution Process.

- 10) Each party will provide notice of the representatives selected in accordance with Section H of this Framework.
- 11) After each meeting between the representatives, the representatives will:
 - a. make a presentation to; and
 - b. seek direction from their respective Council.
- 12) Council's decision with respect to the issues in dispute will be communicated to the other Municipality in accordance with the provisions in Section H "Correspondence" of this Framework.
- 13) The Negotiation Period may be as long as three (3) months.
- 14) If a dispute cannot be resolved to the satisfaction of the Municipalities within ninety (90) calendar days of the dispute being referred to the Councils of the Municipalities, the dispute will be referred to a Mediator acceptable to both parties, unless the Municipalities mutually agree not to mediate the dispute. The costs of Mediation shall be shared equally between the parties.

Mediation

- 15) Mediation of a dispute shall be completed in a timely and efficient manner. If the dispute has not been resolved to the satisfaction of the Municipalities within three (3) months after the appointment of a Mediator, and the Municipalities have not mutually agreed to extend the term of Mediation, the Mediation is deemed unsuccessful and shall be terminated.
- 16) The process for resolving the dispute through Mediation (the "Mediation Period") will be as follows:
 - a. Twenty-one (21) days after the end of the Negotiation Period, the Municipality that sent the Dispute Notice will prepare and provide to the other Municipality a Mediation Report.
 - a. this report must include:
 - i. an outline of the dispute;
 - ii. the facts agreed upon by the Municipalities;
 - iii. the facts and issues that remain in dispute; and
 - iv. a proposed Mediator.
 - b. if the other Municipality objects to the Mediator proposed in the Mediation Report, the Municipalities will have an additional seven (7) days to select a mutually agreed upon Mediator.
 - c. the initiating party will provide the Mediator with following:
 - i. a copy of the Mediation Report; and
 - ii. all records, documents and information that the Mediator may reasonably request.
 - d. the Municipalities' representatives must meet with the Mediator at such reasonable times as may be required.
 - e. the Municipalities' representatives will, through the intervention of the Mediator, negotiate in good faith to resolve their dispute.

- f. the Mediation Period will end no later than six (6) months after the appointment of a Mediator, unless the Municipalities have mutually agreed to extend the term of the Mediation.
- g. the proceedings involving the Mediator are without prejudice.
- h. the Mediator's fees and expenses and the cost of the facilities required for Mediation shall be shared equally between the Municipalities.
- i. after the Mediation, each representative will:
 - i. make a presentation to; and
 - ii. seek direction from their respective Council.
- j. Council's decision with respect to the issues in dispute will be communicated to the other party in accordance with the provisions in Part H of this Framework.

17) In the event that:

- a. the Municipalities do not agree on the appointment of a Mediator within one (1) month of receipt of the Mediation Report; or
- b. the dispute has not been resolved within 6 months after the appointment of the Mediator and the municipalities have not mutually agreed to extend the term of the Mediation; or
- c. both Municipalities consent.

the Municipalities shall commence the process for binding arbitration.

Binding Arbitration

18) If a dispute is not resolved through the above noted process, the Municipalities shall refer the matter to an arbitrator acceptable to both parties and the arbitration process described in Part 17.2 of the *Municipal Government Act* shall apply whether or not one year has passed after the Municipalities started the dispute resolution process in this Framework. The process for resolving the dispute through binding arbitration (the "Arbitration Period") shall follow the requirements of the *Arbitration Act*.

H. CORRESPONDENCE

- 1) Notice under this Framework shall be provided in writing to the mailing addresses of each respective Municipality and addressed for the attention of the Chief Administrative Officer.
- 2) Notices will be sent either by courier or postal service. Regardless of the method of delivery, any notice is deemed to be received seven (7) business days after it has been sent. A party will endeavour to send courtesy copies of correspondence by electronic means to the attention of the Chief Administrative Officer, but such delivery method will not affect the calculation of days set out above.
- 3) Written notice under this Framework shall be addressed as follows:
 - a. In the case of the Regional Municipality of Wood Buffalo to:

**Regional Municipality of Wood Buffalo
c/o Chief Administrative Officer
9909 Franklin Avenue
Fort McMurray, Alberta T9H 2K4**

b. In the case of Lac La Biche County to:

**Lac La Biche County
c/o Chief Administrative Officer
McArthur Place
Box 1679
Lac La Biche, Alberta T0A 2C0**

4) In addition to 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 signed this _____ day of _____, 2020 at _____, Alberta.

REGIONAL MUNICIPALITY
OF WOOD BUFFALO

LAC LA BICHE COUNTY

MAYOR

MAYOR

CAO

CAO