



County of Grande Prairie No. 1 & Town of Sexsmith

Intermunicipal Collaboration Framework

November 2020 – Final

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1. Introduction

- 1.1 It is recognized that the County of Grande Prairie No. 1 and the Town of Sexsmith share a common border, share common interests and are desirous of collaborating to provide services to their residents and ratepayers.
- 1.2 Furthermore, the *Municipal Government Act* requires that municipalities that have a common boundary must create a framework with one another that identifies the services provided on an intermunicipal basis, how they will be delivered, who will lead the delivery of the service(s), how the funding arrangements for these services will occur, and identify the timeframe for implementation of those services provided on an intermunicipal basis.
- 1.3 In this respect, the Parties agree as follows.

2. Definitions

2.1 In this Agreement

- a. "Committee" – means Intermunicipal Collaboration Committee as defined in Section 4 of this Agreement.
- b. "Expiry Date" – means the date that this Agreement expires which is five years from the date of passage of a bylaw or resolution that contains the framework.
- c. "Parties" – means the County of Grande Prairie No. 1 and the Town of Sexsmith.
- d. "Service Agreement" – means a legally binding agreement that is signed by both Parties. E.g. a contract, memorandum of agreement, or memorandum of understanding.
- e. "Term of the Agreement" – means five years from passage of a bylaw or resolution that contains the framework.

3. Term and Review

- 3.1 In accordance with the *Municipal Government Act*, this Intermunicipal Collaboration Framework shall constitute an Agreement between the Parties and shall come into force and effect on the final passing of a bylaw or resolution that contains the framework by both Parties.
- 3.2 This Framework may be amended by mutual consent of both Parties. Amendments to this Agreement shall come into force on the passing of matching resolutions by both Parties and shall be added as an Addendum to this Agreement.
- 3.3 It is agreed by the Parties they shall meet at least once during the Term of the Agreement commencing no later than 180 days before the Expiry Date of this Agreement.
- 3.4 It is further agreed that upon request by either Party, the Committee shall also meet.

4. Intermunicipal Cooperation

- 4.1 The Parties agree to create a recommending body known as the Intermunicipal Collaboration Committee (hereinafter referred to as the Committee).
- 4.2 The Committee shall meet on an as required basis and will develop recommendations to the Councils on all matters of strategic direction and cooperation affecting the residents and ratepayers of both Parties.
- 4.3 The Committee shall consist of four (4) elected members (two from each Party). The County Reeve and Town Mayor shall be ex-officio members to the Committee. Both CAO's shall provide advisory assistance as required.

- 4.4 The CAO's will be responsible to develop agendas and recommendations on all matters. CAO's will be responsible for forwarding all recommendations from the Committee to their respective Councils.
- 4.5 Further to Article 3.4 of this Agreement, either Party by giving at least 30 days notice may trigger the requirement for the Committee to hold a meeting. Meeting requests shall be directed to the CAO for the respective municipality.

5. Guiding Principles for Cooperation

- 5.1 The Town of Sexsmith and County of Grande Prairie subscribe to the doctrine of mutual respect, will be open to understanding different perspectives and positions, and will remain agreeable even during disagreement.
- 5.2 The Town of Sexsmith and County of Grande Prairie believe in the principles of fairness and equity and will apply those principles in the pursuit of renewed or new intermunicipal agreements.
- 5.3 Decisions by the Town of Sexsmith and County of Grande Prairie will be consensus driven following an open and honest dialogue where all Committee members are actively engaged in the process.

6. Service Delivery

- 6.1 When one Party desires to enter into a new joint servicing arrangement, a Service Agreement shall be required to be developed on that specific service.
- 6.2 When developing Service Agreements for each Council's consideration, the Committee shall discuss and clearly identify which municipality will lead service delivery for the service(s) and determine the appropriate funding model for the service(s) being discussed.
- 6.3 All future Service Agreements shall set out a process for discontinuing the service provided if one or both Parties wish to discontinue in the service delivery.
- 6.4 All future Service Agreements shall set out a timeframe for the delivery of the service(s) being discussed including the start and end date for the agreement.

7. Services Inventory

- 7.1 The Parties have worked collaboratively in the past with the following agreements to service residents and ratepayers of both municipalities. It is further acknowledged the Parties have reviewed the existing intermunicipal agreements and have determined that these are the most appropriate municipal services to be delivered in a shared manner.

a. Animal Control

- Description of Agreement: The County shall provide to the Town animal control services as defined in the Town Animal Control Bylaw and related provincial statutes
- Funding Arrangement: The Town will pay the County for services as per agreed upon rates
- Term of the Agreement: January 2021 – December 2024

b. Assessment Appeals

- Description of Agreement: The County provides Assessment Review Board services to the Town as required
- Funding Arrangement: The Town pays to the County on a cost recovery basis
- Term of the Agreement: March 18, 2019 – no expiry date

c. Assessment/GIS Services

- Description of Agreement: The County performs a complete valuation update of the Assessment Roll every year in order to adjust to market changes. The County of Grande Prairie will host, maintain and update the Town's data on their Geographical Information System (GIS), and the data will be available to the Town anytime
- Funding Arrangement: The Town shall pay the County on a per land parcel basis
- Term of the Agreement: January 1, 2021 – December 31, 2023

d. Community Services Agreement

- Description of Agreement: The Town provides various Community Services to residents of the County.
- Funding Arrangement: The County pays the Town annually in the amounts identified in the Agreement.
- Term of the Agreement: January 1, 2021 – December 31, 2026

e. Community Facilities Capital Replacement Agreement

- Description of the Agreement: Describes the process to be used by the Town and County when considering replacing identified existing or constructing new community facilities in the Town.
- Funding Arrangement: As identified in the Agreement.
- Term of the Agreement: January 1, 2021 to December 31, 2051.

f. Family & Community Program Support Services (FCSS) Memorandum of Funding

- Description of Agreement: The Town provides FCSS programs to Town and County residents
- Funding Arrangement: The County will provide program funding equivalent to 50% of the grant the Town receives from the Province of Alberta
- Term of the Agreement: January 2019 – no expiry date

g. Fire Services

- Description of Agreement: The County and Town have agreed to respond to requests for assistance with fire fighting service within one another's boundaries

- Funding Arrangement: The County submits payments to the Town as per agreed upon rates established from time to time
 - Term of the Agreement: January 1, 2021 – December 31, 2026
- h. Grande Prairie Regional Emergency Partnership (GPREP)
- Description of Agreement: The County of Grande Prairie, Town of Beaverlodge, Town of Sexsmith, Town of Wembley, Village of Hythe and the City of Grande Prairie have agreed to form a regional partnership for the purpose of emergency planning, preparedness, mitigation, response and recovery. Each Party contributes and works as a group
 - Funding Arrangement: In accordance with the funding formula in Schedule B of the agreement
 - Term of the agreement: June 27, 2013 – June 27, 2023
- i. Municipal Enforcement (Peace Officer) Services
- Description of Agreement: The County agrees to supply the Town Peace Officer Services with enforcement of selected regulatory municipal bylaws of the Town that are compatible with the Peace Officers provincial appointments provided at same service level as delivered in the County
 - Funding Arrangement: The Town will pay the County as per the hourly rates in the agreement
 - Term of the Agreement: January 1, 2021 – December 31, 2024
- j. Mutual Aid
- Description of Agreement: This is a regional mutual aid agreement between the County of Grande Prairie, Town of Beaverlodge, Town of Sexsmith, Town of Wembley and Village of Hythe to provide emergency services assistance and resources when requested. All parties agree to provide services on an as needed basis
 - Funding Arrangement: Parties agree not to bill or charge for service or assistance
 - Term of the Agreement: July 11, 2013 – no expiry date
- k. Northwest Alberta Emergency Resource
- Description of Agreement: The purpose of this agreement is to provide the ability for signatories to (County of Grande Prairie, Town of Sexsmith and a number of other municipalities) to access needed resources to mitigate or support emergency response initiatives from sources outside predetermined mutual aid agreements
 - Funding Arrangement: The supplying Party providing assistance and/or equipment shall be compensated at those agreed upon standard rates that are approved from time to time by each Party
 - Term of the Agreement: July 2016 – no expiry date

l. Road Maintenance Memorandum of Understanding (MOU)

- Description of Agreement: The County of Grande Prairie and the Town of Sexsmith agree to assist one another with manpower and equipment for road maintenance
- Funding Arrangement: Fee for services that are determined from time to time
- Term of the Agreement: April 16, 2019 – April 16, 2023

m. Safety Codes Inspections (Building)

- Description of Agreement: The County provides to the Town administrative services for the delivery of Safety Codes inspections permitting in accordance with the Safety Codes Act
- Funding Arrangement: The Town shall pay to the County a fee for service that's agree upon from time to time
- Term of the Agreement: January 8, 2018 – December 31, 2023

n. Subdivision and Development Appeals

- Description of Agreement: The County provides to the Town subdivision and development appeal board hearing services
- Funding Arrangement: fees are based on a cost recovery model that the Village pays to the County as required
- Term of the Agreement: September 17, 2018 – no expiry date

o. Weed Inspection Services

- Description of Agreement: The County will provide operations and administration of weed inspection services including enforcement and compliance with Section 9 of the Alberta Weed Control Act
- Funding Arrangement: The Town shall pay the County a fee for service that is agreed upon from time to time
- Term of the Agreement: April 30, 2019 – December 31, 2021

7. Collaboration Process

- 7.2 Either Party may initiate a new service it deems to be critical or essential and that may be beneficial to both Parties. Prior to submitting a formal written notice for a new cost-sharing agreement, the initiating Party's CAO will consult and seek informal support from the other Party's CAO.
- 7.3 Once either municipality has received written notice of a proposed new service, an Intermunicipal Collaboration Committee meeting must be held within 30 days of the date the written notice was received, unless both CAO's agree otherwise.
- 7.4 The Intermunicipal Collaboration Committee will be the forum used to address and develop future Service Agreements and/or cost sharing arrangements. If the Committee is unable to reach an agreement, the dispute shall be dealt with through the procedure outlined with Article 11 of this Agreement.

7.5 Both Parties recognize that the decision to participate in or not participate in a project/arrangement ultimately lies with the respective municipal councils.

8. Indemnity

8.1 The County of Grande Prairie No. 1 shall indemnify and hold harmless the Town of Sexsmith, its employees and agents from all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of the Town of Sexsmith, its employees or agents in the performance of this Agreement.

8.2 The Town of Sexsmith shall indemnify and hold harmless the County of Grande Prairie No. 1, its employees and agents from all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of the County of Grande Prairie No. 1, its employees or agents in the performance of this Agreement.

9. Binding Dispute Resolution Process

9.1 Both Parties agree to adopt the dispute resolution provisions as set out in Appendix A of this ICF.

10. General

10.1 Headings in this Agreement are for reference purposes only.

10.2 Words in the masculine gender will include the feminine gender whenever the context so requires and vice versa.

10.3 Words in the singular shall include the plural or vice versa whenever the context requires.

10.4 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

10.5 Should any provisions of this Agreement become invalid, void, illegal or otherwise unenforceable, it shall be considered separate and severable from the agreement and the remainder shall remain in force and be binding as though such provisions had not been invalid.

11. Correspondence

11.1 Written notice under this Agreement shall be addressed as follows:

a. In the case of Grande Prairie County No. 1 to:


County of Grande Prairie No. 1
c/o Chief Administrative Officer
10001 – 84 Avenue
Clairmont, AB T8X 5B2

b. In the case of Town of Sexsmith to:

Town of Sexsmith
c/o Chief Administrative Officer
Box 420
Sexsmith, AB T0H 3C0

12. Authorizations

Signed and dated on:



Leanne Beaupre, Reeve

Grande Prairie County No. 1



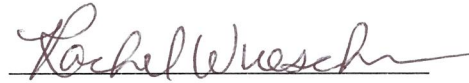
Kate Potter, Mayor

Town of Sexsmith



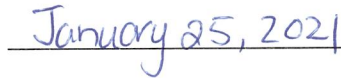
Joulia Whittleton, CAO

Grande Prairie County No. 1



Rachel Wueschner, CAO

Town of Sexsmith



Date

APPENDICES

Appendix A: Dispute Resolution Provisions Schedule

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Dispute Resolution Provisions Schedule

1. Definitions

1.1 In this Schedule,

- a. “Initiating Party” means a party who gives notice under section 2 of this Schedule;
- b. “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;
- c. “Mediator” means the person or persons appointed to facilitate by mediation the resolution of a dispute between the parties.

2. Notice of dispute

- 2.1 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.

3. Negotiation

- 3.1 Within 14 days after the notice is given under section 2 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.

4. Mediation

- 4.1 If the dispute cannot be resolved through negotiations, the representatives must appoint a mediator to attempt to resolve the dispute by mediation.
- 4.2 The initiating party must provide the mediator with an outline of the dispute and any agreed statement of facts.
- 4.3 The parties must give the mediator access to all records, documents and information that the mediator may reasonably request.
- 4.4 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.
- 4.5 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.

5. Report

- 5.1 If the dispute has not been resolved within 6 months after the notice is given under section 2 of this Schedule, the initiating party must, within 21 days, prepare and provide to the other parties a report.
- 5.2 Without limiting the generality of subsection 5.1, the report must contain a list of the matters agreed on and those on which there is no agreement between the parties.
- 5.3 Despite subsection 5.1, the initiating party may prepare a report under subsection 5.1 before the 6 months have elapsed if

- a. the parties agree, or
- b. the parties are not able to appoint a mediator under section 4 of this Schedule.

6. Appointment of arbitrator

- 6.1 Within 14 days of a report being provided under section 5 of this Schedule, the representatives must appoint an arbitrator and the initiating party must provide the arbitrator with a copy of the report.
- 6.2 If the representatives cannot agree on an arbitrator, the initiating party must forward a copy of the report referred to in section 5 of this Schedule to the Minister with a request to the Minister to appoint an arbitrator.
- 6.3 In appointing an arbitrator under subsection 6.2, the Minister may place any conditions on the arbitration process as the Minister deems necessary.

7. Arbitration process

- 7.1 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.
- 7.2 In addition to the arbitrator's powers under subsection 7.1, the arbitrator may do the following:
 - a. require an amendment to a framework;
 - b. require a party to cease any activity that is inconsistent with the framework;
 - c. provide for how a party's bylaws must be amended to be consistent with the framework;
 - d. award any costs, fees and disbursements incurred in respect of the dispute resolution process and who bears those costs.

8. Deadline for resolving dispute

- 8.1 The arbitrator must resolve the dispute within one year from the date the notice of dispute is given under section 2 of this Schedule.
- 8.2 If an arbitrator does not resolve the dispute within the time described in subsection 8.1, the Minister may grant an extension of time or appoint a replacement arbitrator on such terms and conditions that the Minister considers appropriate.

9. Arbitrator's order

- 9.1 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.
- 9.2 The arbitrator's order must
 - a. be in writing,
 - b. be signed and dated,
 - c. state the reasons on which it is based,
 - d. include the timelines for the implementation of the order, and
 - e. specify all expenditures incurred in the arbitration process for payment under section 708.41 of the Act.
- 9.3 The arbitrator must provide a copy of the order to each party.
- 9.4 If an order of the arbitrator under section 9.2 is silent as to costs, a party may apply to the arbitrator within 30 days of receiving the order for a separate order respecting cost.

10. Costs of arbitrator

10.1 Subject to an order of the arbitrator or an agreement by the parties, the costs of an arbitrator under this Schedule must be paid on a proportional basis by the municipalities that are to be parties to the framework as set out in subsection 10.2.

10.2 Each municipality's proportion of the costs must be determined by dividing the amount of that municipality's equalized assessment by the sum of the equalized assessments of all the municipalities' equalized assessments as set out in the most recent equalized assessment.