

# **INTERMUNICIPAL COLLABORATION FRAMEWORK**

**BETWEEN**

**VILLAGE OF CONSORT**



**and**

**SPECIAL AREAS BOARD**



**OCTOBER 2019 FINAL DRAFT  
Village of Consort Bylaw: #XX  
Special Areas Board M.O: #XX**

Table of Contents

Page

DEFINITIONS..... 3

A. TERM AND REVIEW ..... 4

B. MANAGEMENT OF THE ICF AGREEMENT ..... 4

C. MUNICIPAL SERVICES..... 4

D. THIRD PARTY PARTNERSHIPS..... 5

E. FUTURE PROJECTS & AGREEMENTS ..... 6

F. INDEMNITY..... 6

G. DISPUTE RESOLUTION..... 6

DRAFT

**WHEREAS**, the Village of Consort and the Special Areas Board share a common border; and  
**WHEREAS**, the Village of Consort and the Special Areas Board 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 with each other that identifies the services provided by each municipality, which services are best provided on an intermunicipal basis, and how services to be provided on an intermunicipal basis will be delivered and funded.

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

## **DEFINITIONS**

In this Agreement:

- “Board”** means the Special Areas Board.
- “CAO”** means appointed Chief Administrative Officer for the Village of Consort.
- “Capital Costs”** means new facilities, expansions to existing facilities and intensification of use of existing facilities.
- “Chair”** means appointed Chair for the Special Areas Board.
- “Council”** means the Village of Consort council
- “Framework”** means this Intermunicipal Collaboration Framework (ICF).
- “Village”** means the Village of Consort.
- “MGA”** means the *Municipal Government Act*, R.S.A. 2000, c. M-26, amended as of April 1, 2018.
- “Municipalities”** refers to both Special Areas Board and the Village of Consort in conjunction.
- “Services”** means those services that are provided either municipally or inter-municipally which includes:
- i. Transportation
  - ii. Water and Wastewater
  - iii. Solid Waste
  - iv. Emergency Services
  - iv. Recreation

## **A. TERM AND REVIEW**

In accordance with the *Municipal Government Act* (MGA), this Intermunicipal Collaboration Framework (ICF) shall come into force on final passing of matching Bylaws/Order that contain the Framework by both Municipalities.

This Framework may be amended by mutual consent of both Municipalities unless specified otherwise in this Framework.

This administrative management body shall meet at least once every five years to review this agreement and discuss any potential changes to it.

## **B. MANAGEMENT OF THE ICF AGREEMENT**

1. The Village of Consort and the Special Areas Board agree that this agreement shall be managed at the administrative level by each Municipality.
2. The CAO of the Village of Consort and the Chair of the Special Areas Board, or the designates of each, shall be the individuals tasked with this responsibility.
3. If an issue involving this agreement is unable to be resolved at the administrative level, then the matter shall be dealt with as referred to in Section G of this document.
4. All meetings of the management body referenced above shall have minutes recorded, distributed, and agreed upon by each party within seven (7) days of the meeting's date.

## **C. MUNICIPAL SERVICES**

The Village of Consort and the Special Areas Board have agreed that each Municipality will provide the following services for their residents individually:

- Water & Wastewater
- Solid Waste
- Transportation
- Emergency Services
- Recreation
- Cemetery

The Village of Consort and the Special Areas Board have a history of working together to provide municipal services to the residents on an intermunicipal basis, with the following services being provided directly or indirectly to their residents:

1. Fire Protection/Mutual Aid

The Municipalities have an agreement in place for fire protection which the Special Areas Board reimburses the Village of Consort back for shared annual expenditures of the fire department, subject to terms and conditions of the agreement. Both Municipalities are part of an intermunicipal agreement with many other Municipalities in the region for the

provision of Disaster Services Mutual Aid in times of peacetime emergencies on an as-needed basis.

2. Recreation

The Municipalities have an agreement which the Special Areas Board provides annual funding support to the Village of Consort for its recreational facilities used by the residents of Consort and Special Areas.

3. Weed/Pest Control

The Village of Consort requests on an annual basis to have a Special Areas Weed Inspector appointed for their weed/pest control management.

4. Transportation

Transportation services are provided independently by both Municipalities. Special Areas Board have provided informal operational assistance; however, no official agreement is in place.

5. Intermunicipal Development Plan

The Municipalities entered an Intermunicipal Development Plan (IDP) in 2019, in accordance with the *MGA*. The IDP will be reviewed in conjunction with the ICF.

6. Economic Development and Tourism

Special Areas Board and the Village of Consort currently collaborate on Economic Development and Tourism on a project cost share basis as per agreement.

7. Special Areas Industrial Tax Transfer

Special Areas Board through provisions of the *MGA* Section 594, transfers a portion of the industrial property tax it collects to other municipal entities within its boundaries.

#### **D. THIRD PARTY PARTNERSHIPS**

The following services are provided to the Village of Consort and Special Areas Board by third parties which are funded through annual requisitions, contract agreements and usage basis:

- Shirley McClellan Regional Water Services Commission – water supply and treatment;
- Palliser Regional Municipal Services – planning, subdivision services and safety codes;
- Big Country Waste Management Commission – solid waste services;
- 911 Red Deer – 911 services;
- East Central Ambulance – ambulance services;
- Neutral Hills Community Adult Learning – Family and Community Support Services
- Acadia Foundation - Seniors housing
- Physician Recruitment & Retention – Adhoc committee

## **E. FUTURE PROJECTS & AGREEMENTS**

If either Municipality initiates the development of a new project and/or service that may require a new cost-sharing agreement, the initiating municipality's Chief Administrative Officer (CAO)/Chair will notify the other Municipality's CAO/Chair in writing.

Once either Municipality has received written notice of the new project, an Administrative meeting must be held within 30 calendar days of the date the written notice was received, unless both CAO/Chair agree otherwise.

Administration of both Municipalities will be the forum used to address and develop future mutual aid agreements and/or cost sharing agreements. In the event the Administration is unable to reach an agreement, the dispute shall be dealt with through the procedure outlined within Section G of this document.

## **F. INDEMNITY**

1. The Village of Consort shall indemnify and hold harmless Special Areas Board, 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 Village of Consort, its employees or agents in the performance of this Agreement.
2. The Special Areas Board shall indemnify and hold harmless the Village of Consort, 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 Special Areas Board, its employees or agents in the performance of this Agreement.

## **G. DISPUTE RESOLUTION**

1. The Village and the Board are committed to resolving any disputes in a non-adversarial, informal and cost-efficient manner.
2. The Village and the Board shall 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. Both Municipalities shall be responsible for documenting and maintaining records of all meetings and exchanges throughout the dispute resolution process.
3. Notifying and engaging any affected parties or members of the public will be at the discretion of each municipality. Each municipality shall ensure they are meeting requirements and processes outlined in relevant public participation policies for notifying and engaging members of the public or affected parties.
4. In the event of a dispute, the Village and the Board agree that they shall undertake a process to promote the resolution of the dispute in the following order:

- a. negotiation;
  - b. mediation; or
  - c. binding arbitration.
5. If any dispute arises between the Village and the Board 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.
6. If the Dispute Resolution Process is invoked, the Village and the Board shall continue to perform their obligations described in this Framework until such time as the Dispute Resolution Process is complete.
7. Despite subsection 4, where an existing intermunicipal agreement has a binding dispute resolution process included, shall be used instead of the dispute resolution outlined in this Framework.
8. A party shall give written notice (“Dispute Notice”) to the other party 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 parties shall meet and attempt to resolve the dispute through discussion and negotiation, unless a time extension is mutually agreed by the CAO/Chair. If the dispute is not resolved within sixty (60) days of the Dispute Notice being issued, the negotiation shall be deemed to have failed.
9. If the Village and the Board cannot resolve the dispute through negotiation within the prescribed time, then the dispute shall be referred to mediation.
10. Either party shall be entitled to provide the other party 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.
11. The Village and the Board shall, within thirty (30) days of the Mediation Notice, jointly nominate or agree upon a mediator.
12. Where a mediator is appointed, the Village and the Board shall submit in writing their dispute to the mediator and afford the mediator access to all records, documents and information the mediators may reasonably request. The Village and the Board shall meet with the mediator at such reasonable times as may be required and shall, 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 shall be shared equally between the Village and the Board.

13. In the event that:
  - a. the Village and the Board 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) after the appointment of the mediator; or
  - c. the dispute has not been resolved within ninety (90) from the date of receipt of the Mediation Notice;either party may by notice to the other withdraw from the mediation process and in such event the dispute shall be deemed to have failed to be resolved by mediation.
14. If mediation fails to resolve the dispute, the dispute shall be submitted to binding arbitration. Either the Village or the Board may provide the other party 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; and
  - b. the nomination of an individual to act as the arbitrator.
15. Within thirty (30) days following receipt of the Arbitration Notice, the other party shall, by written notice, advise as to which matters stated in the Arbitration Notice it accepts and disagrees with, advise whether it agrees with the resolution of the disputed items by arbitration, and advise whether it agrees with the arbitrator selected by the initiating party or provide the name of one arbitrator nominated by that other party.
16. The Village and the Board shall, within thirty (30) days of the Arbitration Notice, jointly nominate or agree upon an arbitrator.
17. Should the Village and the Board fail to agree on a single arbitrator within the prescribed time, then either party may apply to a Justice of the Court of Queen’s Bench of Alberta to have the arbitrator appointed.
18. The terms of reference for arbitration shall be those areas of dispute referred to in the Arbitration Notice and the receiving party’s response thereto.
19. The Arbitration Act (Alberta) in force from time to time shall apply to arbitration proceedings commenced pursuant to this Framework.
20. The arbitrator shall proceed to hear the dispute within sixty (60) days of being appointed and proceed to render a written decision concerning the dispute forthwith.
21. The arbitrator’s decision is final and binding upon the Village and the Board subject only a party’s right to seek judicial review by the Court of Queen’s Bench on a question of jurisdiction.



22. If the Village and the Board do not mutually agree on the procedure to be followed, the arbitrator may proceed to conduct the arbitration on the basis of documents or may hold hearings for the presentation of evidence and for oral argument.
23. Subject to the arbitrator's discretion, hearings held for the presentation of evidence and for argument are open to the public.
24. If the arbitrator establishes that hearings are open to the public in Section 21, the arbitrator, as their sole discretion, may solicit written submissions. If the arbitrator requests written submissions, they must be considered in the decision.
25. On conclusion of the arbitration and issuance of an order, the arbitrator must proceed to compile a record of the arbitration and give a copy of the record to each of the Village and Board.

## **H. CORRESPONDENCE**

Written notice under this Agreement shall be addressed as follows:

**a. In the case of the Village of Consort**

Village of Consort  
c/o Chief Administrative Officer  
Box 490  
Consort, Alberta  
TOC 1B0

OR emailed to: [cao@consort.ca](mailto:cao@consort.ca)

**b. In the case of the Special Areas Board**

Special Areas Board  
c/o Chair  
Box 820  
Hanna, Alberta  
T0J 1P0

OR emailed to: [Jordon.christianson@specialareas.ab.ca](mailto:Jordon.christianson@specialareas.ab.ca)