



Beaver County & Town of Tofield

Intermunicipal Collaboration Framework

January 2020 Final

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1. Introduction

- 1.1 It is recognized that Beaver County and the Town of Tofield share a common border, share common interests and are desirous of collaborating to provide shared services to their residents and ratepayers.
- 1.2 The *Municipal Government Act* (MGA) 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. "Service Agreement" – means a legally binding agreement that is signed by both Parties. E.g. a contract, memorandum of agreement, or memorandum of understanding.
- c. "Expiry Date" – means the date that this Agreement expires which is five years from the date of passage of matching ICF resolutions.
- d. "Intermunicipal Development Plan" – means the Beaver County / Town of Tofield Intermunicipal Development Plan pursuant to Section 631(1) of the *Municipal Government Act*.
- e. "Parties" – means Beaver County and the Town of Tofield.
- f. "Term of the Agreement" – means five years from passage of matching ICF resolutions.

3. Term and Review

- 3.1 In accordance with the MGA, this Intermunicipal Collaboration Framework shall constitute an Agreement between the Parties and shall come into force and effect on the passing of matching resolutions by both Parties.
- 3.2 This Framework may be amended by mutual consent of both Parties and in accordance with the MGA. 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 Collaboration Committee

- 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 services shared by the residents and ratepayers of both Parties.

- 4.3 The Committee shall consist of four (4) elected members (two from each Party).
- 4.4 The CAO's will be responsible to develop agendas and recommendations on all matters. The 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. Services Inventory

- 5.1 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 agreements and have determined that these are the most appropriate municipal services to be delivered in a shared manner.
 - a. Agriculture (Pest Control)
 - The County will provide on request pest inspection and control services consistent with the County's Level of Service Pest Control Policy and Administrative Procedure to control the ground squirrel population on Town-owned land
 - Funding Arrangement: the Town will pay the County for time, travel and materials used in accordance with the County's Fees for Services Bylaw in effect at the date of service
 - Term of the Agreement: January 1, 2020 – no expiry date
 - b. Assessment Appeals
 - The County provides Assessment Review Board services to the Town when required
 - Funding Arrangement: fees are based on a cost recovery model that the Town pays to the County as required
 - Term of Agreement: 2010 – no expiry date
 - c. Recreation Services
 - The Town makes available specified Town recreational facilities for use by County residents
 - Funding Arrangement: the County pays to the Town annually an agreed upon amount that is determined by a funding formula contained in the agreement
 - Term of the Agreement: January 1, 2014 – no expiry date
 - d. Road Construction
 - The County will provide staff, equipment, and materials needed to carry out road construction on behalf of a Town project

- Funding Arrangement: the Town will pay to the County the actual cost of the project in accordance with County policy
 - Term of the Agreement: January 1, 2020 – no expiry date
- e. Road Maintenance (Range Roads 191 & 192)
- The County provides to the Town road maintenance services (grading and snow removal)
 - Funding Arrangement: The Town will pay to the County an annual amount that is agreed upon and adjusted from time to time
 - Term of the Agreement: January 1, 2020 – no expiry date
- f. Subdivision and Development Appeals
- The County provides Subdivision and Development Appeal Board services to the Town when required
 - Funding Arrangement: fees are based on a cost recovery model that each municipality pays to the County as required
 - Term of Agreement: 2017 – no expiry date

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. Land Use

- 7.1 Matters of a land use and development nature impacting both Parties shall be guided by policies set out in the Beaver County / Town of Tofield Intermunicipal Development Plan (IDP).
- 7.2 Where policies may not be covered by the IDP, the Parties shall refer to policies in their respective Municipal Development Plans and/or other statutory plans.

8. Collaboration Process

- 8.1 Either Party may initiate the development of a new capital project and/or 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 Service Agreement, the initiating Party's CAO will consult and seek informal support from the other Party's CAO.

- 8.2 Once either municipality has received written notice of a new capital project or 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.
- 8.3 The Intermunicipal Collaboration Committee will be the forum used to address and develop future Service Agreements and/or cost sharing arrangements.
- 8.4 Both Parties recognize that the decision to participate in or not participate in a project/service ultimately lies with the respective municipal councils. A Party's decision to proceed with a project/service in the absence of a Service Agreement does not obligate the other Party to participate in the service or cost-sharing arrangements.

9. Indemnity

- 9.1 The Beaver County shall indemnify and hold harmless the Town of Tofield, its employees and agents from 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 Agreement.
- 9.2 The Town of Tofield shall indemnify and hold harmless Beaver County, 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 Tofield, its employees or agents in the performance of this Agreement.

10. Binding Dispute Resolution Process

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

11. General

- 11.1 Headings in this Agreement are for reference purposes only.
- 11.2 Words in the masculine gender will include the feminine gender whenever the context so requires and vice versa.
- 11.3 Words in the singular shall include the plural or vice versa whenever the contest requires.
- 11.4 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.
- 11.5 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.

12. Correspondence

- 12.1 Written notice under this Agreement shall be addressed as follows:
 - a. In the case of Beaver County to:

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

b. In the case of Town of Tofield to:

Town of Tofield
c/o Chief Administrative Officer
PO Box 30
5407 – 50 Street
Tofield, AB T0B 4J0

13. Authorizations

Signed and dated on:

Jim Kallal, Reeve
Beaver County

Deb Dueck, Mayor
Town of Tofield

Bob Beck, CAO
Beaver County

Cindy Neufeld, CAO
Town of Tofield

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 population. For greater certainty this means Beaver County's portion would be 62.38% and the Town of Tofield's portion would be 37.62% (based on 2018 census data). These percentage amounts will remain for the Term of the Agreement.