

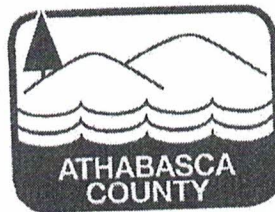
INTERMUNICIPAL COLLABORATION FRAMEWORK

Between

SUMMER VILLAGE OF MEWATHA BEACH

And

ATHABASCA COUNTY



October 2020 - Draft

WHEREAS, The Summer Village of Mewatha Beach and Athabasca County share a common boundary; and

WHEREAS, The Summer Village of Mewatha Beach and Athabasca County 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 describes the services to be provided under the framework that benefit residents in more than one of the municipalities that are parties to the framework, identifies which municipality is responsible for providing which services and outlines how the services will be delivered and funded.

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

1. DEFINITIONS

- 1) In this Framework, words have the same meanings as set out in the *Municipal Government Act*, except that:
 - a. "Framework" means this intermunicipal collaboration framework entered into by the Parties pursuant to part 17.2 of the *Municipal Government Act*.
 - b. "Parties" means The Summer Village of Mewatha Beach and Athabasca County, and "Party" means any one of them.
 - c. "Service Agreement" means a legally binding agreement such as a Contract, Agreement or Memorandum of Understanding that is signed by both parties.
 - d. The word "shall" be interpreted as meaning an obligatory direction.

2. TERM AND REVIEW

- 1) In accordance with the *Municipal Government Act*, this Framework shall come into force on final passing of resolutions by both municipalities authorizing the signing officers of the Party to sign the Framework agreement.
- 2) This Framework may be amended by mutual consent of the Parties.
- 3) It is agreed that the Parties shall meet at least once every five (5) years, or upon request by either Party, commencing no earlier than 90 calendar days and no later than 180 calendar days after a municipal election to review the terms and conditions of this Framework.

3. INTERMUNICIPAL COOPERATION

- 1) Both The Summer Village of Mewatha Beach and Athabasca County are committed to fostering intermunicipal cooperation in a non-adversarial, informal and cost-effective manner.
- 2) The Summer Village of Mewatha Beach's CAO and Athabasca's County's County Manager 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 Council of each Municipality shall be the forum for reviewing the Intermunicipal Collaboration Framework.

4. GENERAL SERVICE PROVISION

- 1) The Parties have agreed that the best and most efficient way to provide services to residents is to continue providing services independently or through the various arrangements that each party currently has with their respective neighbours.

5. INTERMUNICIPAL SERVICE PROVISION

In congruence with the *Municipal Government Act*, the following section outlines the level of shared service provision between The Summer Village of Mewatha Beach and Athabasca County:

1) Emergency Services:

- a. The Summer Village of Mewatha Beach and Athabasca County have a Mutual Fire Aid Agreement in place for mutual fire aid assistance to each party on an as-needed basis. When a request for assistance is received or confirmed by the Requesting Party's Authorized Representative and the Supplying Party provides assistance, the Requesting Party shall compensate the Supplying Party for applicable labour and equipment as per the rates set out in current bylaws or policies of the Supplying Party.
- b. The Parties shall, from time to time, arrange for the transfer of information and records sufficient to enable the Parties to effectively provide Assistance when and if called upon. Each party shall provide such information and documentation upon request being made, as noted above, prior to, during, after, and in anticipation of any request for Assistance giving rise to the operation of the provisions of this Agreement.

2) Other Services:

- a. The Summer Village of Mewatha Beach and Athabasca County agree that an Intermunicipal Development Plan is not required at this time.

6. COLLABORATION PROCESS

- 1) In their present circumstance, neither Party intend to engage in future projects or agreements with one another in the foreseeable future, apart from mutual aid agreements that may be renewed or amended in the future. However, if a circumstance arises that one Party wishes to enter into an Intermunicipal Service Agreement, sections 6(2) to 6(10) of this Framework procedure shall dictate the process.
- 2) In the event either Party believes the development of a new project and/or service may benefit residents of the other Party and require a cost-sharing Agreement, the initiating Party's Chief Administrative Officer/County Manager shall notify the other Party's Chief Administrative Officer/County Manager of such a development and/or service being considered for construction or development.
- 3) The initial notification, as referenced in section 6(2) of this Framework, will include a general description of the project, estimated costs and timing of expenditure. The other Party will advise if they have objections in principal to provide funding to the project and provide reasons. An opportunity to discuss will be provided to discuss the project at future Council meetings.

- 4) Once either Party has received written notice of a new project, Council meetings must be held within thirty (30) calendar days of the date the notice was received, unless the Chief Administrative Officer/County Manager agree otherwise.
- 5) Council meetings will be the forum used to address and develop future mutual aid agreements and/or cost-sharing agreements. In the event that the Parties are unable to reach an agreement, the dispute shall be dealt with through the procedure outlined within Section 7.
- 6) When developing Service Agreements, the Parties shall clearly identify which municipality will lead service delivery for the service(s).
- 7) When developing Service Agreements, the Parties shall determine the appropriate funding for the service(s) being discussed.
- 8) All future Service Agreements shall set out a process for discontinuing the service provided if one or both Parties wish to discontinue the service delivery.
- 9) All future Service Agreements shall set out a time frame for the delivery of the service(s) been discussed including the start date of the service delivery.

7. DISPUTE RESOLUTION

- 1) The Parties commit to resolving any disputes under the Intermunicipal Collaboration Framework in a non-adversarial, informal and cost-efficient manner.
- 2) The Parties 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.
- 3) When a Party believes there is a dispute under the Intermunicipal Collaboration Framework and wishes to engage in dispute resolution, the Party must give written notice of the matters under dispute to the Chief Administrative Officer/County Manager of the other Party to attempt to negotiate a resolution to the dispute.
- 4) If a dispute cannot be resolved to the satisfaction of the Parties within thirty (30) calendar days of the dispute being referred to the Chief Administrative Officer/County Manager, the dispute will be referred to the Councils of the Parties, or designates, to attempt to negotiate a resolution to the dispute.
- 5) If a dispute cannot be resolved to the satisfaction of the Parties within sixty (60) calendar days of the dispute being referred to the Councils of the Parties, the dispute will be referred to a mediator acceptable to both parties, unless the Parties mutually agree not to mediate the dispute. The costs of mediation shall be shared equally between the parties.
- 6) 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 Parties within three (3) months after the appointment of a mediator, and the Parties have not mutually agreed to extend the term of mediation, the mediation is deemed unsuccessful and shall be terminated.
- 7) If a dispute is not resolved through the above noted process, the Parties 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 Parties started the dispute resolution process in this Framework.

8. CORRESPONDENCE

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

In the case of The Summer Village of Mewatha Beach to:

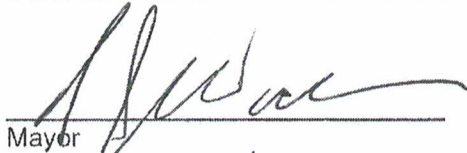
The Summer Village of Mewatha Beach
c/o Chief Administrative Officer
899 Village Mews
Sherwood Park, AB
T8A 4L8

In the case of Athabasca County to:

Athabasca County
c/o County Manager
3602 - 48 Avenue
Athabasca, AB
T9S 1M8

IN WITNESS WHEREOF the parties have affixed their corporate seals as attested by the duly ²⁰²¹ authorized signing officers of the parties signed this 19 day of FEB, 2020;
at EDMONTON, Alberta.

SUMMER VILLAGE OF MEWATHA BEACH

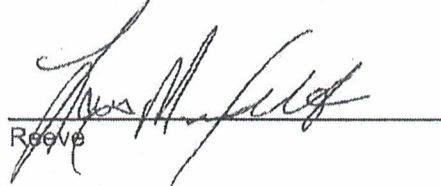


Mayor

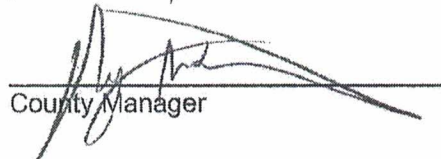


Chief Administrative Officer

ATHABASCA COUNTY



Reeve



County Manager