

**Intermunicipal Collaboration Framework**

**Between**

**Flagstaff County**

**And**

**Town of Sedgewick**

**February 2020**

**WHEREAS**, the Town of Sedgewick and Flagstaff County share a common border; and

**WHEREAS**, the Town of Sedgewick and Flagstaff County share common interests and are desirous of working together to provide services to their ratepayers; 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 Municipalities hereto it is agreed as follows:

**A. DEFINITIONS**

- 1) In this Agreement
  - a. “Town” means the Town of Sedgewick.
  - b. “County” means Flagstaff County.
  - c. “lead municipality” means the municipality responsible for administering the agreement.

**B. TERM AND REVIEW**

- 1) In accordance with the *Municipal Government Act*, this Intermunicipal Collaboration Framework shall come into force on final passing of resolutions by both municipalities authorizing the signing officers of the Municipality to sign the Agreement.
- 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 Intermunicipal Committee shall review at least once every five (5) years, commencing no later than 2025 to review the terms and conditions of the agreement.

**C. INTERMUNICIPAL COOPERATION**

- 1) The Town and County agree to create a recommending body known as the Intermunicipal Committee (hereinafter referred to as the Committee).
- 2) The Committee will meet on an as required basis and will develop recommendations to the Town and County Councils on all matters of strategic direction and cooperation affecting residents, except matters where other current operating structures and mechanisms are operating successfully.
- 3) In event the Town or County have identified a need for the Committee to meet a written request for a Committee Meeting will be submitted by the Chief Administrative Officer to the other municipalities Chief Administrative Officer. The Committee will endeavour to

meet at the earliest possible time, but no later than sixty (60) days of receipt of the written request.

- 4) The Committee shall consist of four (4) members, being two (2) Councillors from each Municipality.
- 5) The Chief Administrative Officers, or designate(s), will be advisory staff to the Committee, responsible to develop agendas and recommendations on all matters, and for forwarding all recommendations from the Committee to their respective Councils

#### **D. GENERAL TERMS**

- 1) Both Municipalities agree that in consideration of the service agreements outlined in Section E(2) that residents of the Municipalities will be afforded the same services at the same costs, including user fees, as Flagstaff County residents for services provided by the Town of Sedgewick and the Town of Sedgewick residents for services provided by Flagstaff County.

#### **E. MUNICIPAL SERVICES**

- 1) The Municipalities 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:
  - a. Water and Wastewater  
The Town owns and operates their own water and wastewater system and operates the systems to provide services to the Town residences and businesses, plus some adjoining properties in the County. There is no formal agreement, with the rates being set by the Town as the service provider.
  - b. Solid Waste:  
The Town and the County are both members of the Flagstaff Regional Solid Waste Management Association. The Town and County entered into an agreement with the Villages of Forestburg, Alliance, Heisler and Loughheed and the Towns of Daysland, Hardisty and Killam to create the Flagstaff Regional Solid Waste Management Association on October 1, 1989 and as amended from time to time. The association operates as an independent body with representatives from partner municipalities. As such there is no lead municipal partner and the operational costs are shared in accordance with the Association bylaws.
  - c. Emergency Services:
    - i. The Town and the County, with additional rural partners, have agreements in place to aid in the event of emergencies:
      1. Fire Services Agreement between Flagstaff County and the Town of Sedgewick, dated March 25, 2015 as amended from time to time. The County contracts with the Town to provide fire protection services based on a fee for service to a specific area as outlined in the

agreement. As a fire protection agreement, there is no lead municipality.

2. The County and the Town have a Tripartite Rescue Service Agreement dated May 20, 2015 with the Town of Killam to provide rescue services. The County is the Administrator of the Agreement and the services are provided based on a fee for service.
  3. The County and the Town have an all hazards mutual aid agreement with the Villages of Forestburg, Heisler, Loughheed and Alliance and the Towns of Daysland, Hardisty and Killam, dated October 21, 2013. As a mutual aid agreement there is no lead municipality. Cost sharing is done on a location basis with the municipality responsible for the emergency paying the costs.
  4. The County and the Town have a Fire Chief Services Agreement dated February 19, 2016 where the County Fire Chief is available to assist the Town Fire Chief as required. The lead municipality is the County and there is no fee for the services provided.
- ii. The Town and County have entered into an agreement dated March 1, 2017, for the County to provide Community Peace Officer Services within the Town boundaries. The County is the lead municipality and the fee for service is in accordance with the agreement.

d. Recreation and Culture:

- i. The Town and the County, jointly with several urban municipalities are members of regional library systems to provide Library services. The Town and the County are part of the Parkland Regional Library System.
- ii. The Town of Sedgewick owns the recreation and community facilities within the Town, which include the Sedgewick Hall, Sedgewick Recreation Complex, the sports fields, playground and campground. Sedgewick Agricultural Society operates the Recreation complex and receives an annual grant from Flagstaff County. The Hall Board operates the hall through various fund raising projects. The Town operates the sports fields and the campground with funding coming from the Town tax base.
- iii. Flagstaff County has an annual budget, whereby the County distributes funds at the beginning of each year to the ten (10) Agricultural Societies within the County. The amount of the funding provided to each society is based upon a formula of the percentage of the rural population applied to the total population of each community.
- iv. Flagstaff County acknowledges that in light of the fiscal realities facing the Flagstaff region, by the end of 2021 they will work with their urban neighbours to review the current recreation model and determine if a new funding strategy and or policy is required to provide funding for recreation facilities and programs throughout the Flagstaff region.

- e. Senior Housing
  - i. The Town and County, along with the other towns and villages within the County, are members of the Flagstaff Regional Housing Group. The Flagstaff Regional Housing Group provides housing for seniors within the region and is funded by the member municipalities based on equalized assessment. The Flagstaff Regional Housing Group operates as an independent body with representatives from partner municipalities. As such there is no lead municipality.
- f. Flagstaff Family and Community Services
  - i. The Town and the County are partners in an agreement with the Villages of Forestburg, Heisler, Loughheed and Alliance, the Towns of Daysland, Hardisty and Killam and the Province of Alberta to create and operate Flagstaff Family and Community Services (FFCS). FFCS facilitates the provision of a variety of social services and programs throughout the Flagstaff region. FFCS operates under the Alberta Family and Community Support Services Act and funding is regulated by the Province, with participating municipalities contributing funding in accordance with the agreement with the Province. There is no lead municipality.
- g. Subdivision and Development Appeal Board
  - i. The County and Town entered into an agreement in August 2019 with the Villages of Forestburg, Heisler, Loughheed and Alliance and the Towns of Daysland, Hardisty and Killam to form the Flagstaff Regional Subdivision and Development Appeal Board. The coordinating municipality is the Town of Hardisty. The member municipality requiring the services of the Appeal Board are responsible for all associated costs of the hearing. Costs associated with the training of board members and clerks are shared in accordance with the agreement.
- h. Assessment Services
  - i. The County and Town entered into an agreement in August 2019 with the Villages of Forestburg, Heisler, Loughheed and Alliance and the Towns of Daysland, Hardisty and Killam to form the Flagstaff Intermunicipal Assessment Review Board. The coordinating municipality is the Town of Hardisty. The member municipality requiring the services of the Appeal Board are responsible for all associated costs of the hearing. Costs associated with the training of board members and clerks are shared in accordance with the agreement.
- i. Quality Management Plan
  - i. The County and Town entered into a Joint Quality Management Plan with Villages of Forestburg, Heisler, Loughheed and Alliance and the Towns of Hardisty and Killam. The coordinating municipality is the County.

j. Intermunicipal Development Plan

- i. The Town and the County entered into an Intermunicipal Development Plan in 2018, in accordance with the Municipal Government Act. The Intermunicipal Development Plan will be reviewed in conjunction with the Intermunicipal Collaborative Framework. As an Intermunicipal Development Plan there is no lead municipality and no associated cost sharing agreements.

- 2) The Municipalities acknowledge that in addition to the shared service agreements in place between the Municipalities, they each have independent agreements with other regional partners.
- 3) The Municipalities have reviewed the aforementioned existing agreements 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 require a new 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 party will advise if they have objections in principle to provide funding to the project and provide reasons. An opportunity will be provided to discuss the project at the Intermunicipal Committee.
- 3) The following criteria will be used when assessing the desirability of funding of new projects:
  - a. Relationship of the proposed capital project to Intermunicipal Development Plan or any other regional long term planning document prepared by the municipalities;
  - b. The level of community support;
  - c. The nature of the project;
  - d. The demonstrated effort by volunteers to raise funds and obtain grants (if applicable);
  - e. The projected operating costs for new capital projects;
  - f. Municipal debt limit; and,
  - g. Projected utilization by residents of both Municipalities.
- 4) Once either Municipality has received written notice of new project, an Intermunicipal Committee meeting 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 Intermunicipal Committee will be the forum used to discuss and review future mutual aid agreements and/or cost sharing agreements. In the event the Intermunicipal Committee is 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 in or not participate in a project ultimately lies with the respective municipal councils, who in turn must rely on the support of their electorate to support the project and any borrowing that could be required.

## **G. DISPUTE RESOLUTION**

- 1) The Municipalities are committed to resolving any disputes in a non-adversarial, informal and cost-efficient manner.
- 2) The Municipalities 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.
- 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;
  - b. mediation; and
  - 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 binding 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.
- 6) Despite G(4), where an existing intermunicipal agreement has a binding dispute resolution process included the process in the existing intermunicipal agreement shall be used instead of the dispute resolution outlined in this Framework.
- 7) 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 Intermunicipal Committee shall meet and attempt to resolve the dispute through discussion and negotiation, unless a time extension is mutually agreed by the CAOs. If the dispute is not resolved within sixty (60) days of the Dispute Notice being issued, the negotiation shall be deemed to have failed.
- 8) If the Municipalities cannot resolve the dispute through negotiation within the prescribed time period, then the dispute shall be referred to mediation.
- 9) 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.
- 10) The Municipalities shall, within thirty (30) days of the Mediation Notice, jointly nominate or agree upon a mediator.
  - 11) Where a mediator is appointed, the Municipalities 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 Municipalities 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.
  - 12) The costs of mediation will be paid on a proportional basis. Each municipality's proportion of the cost will be determined by dividing the amount of the municipalities assessment by the sum of the equalized assessments of the two municipalities'. Linear assessment is excluded from the calculation of equalized assessment and the most recent equalized assessment will be utilized in the calculation.
  - 13) In the event that:
    - a. The Municipalities 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) days after the appointment of the mediator; or
    - c. The dispute has not been resolved within ninety (90) days 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 of the Municipalities 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-
  - 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, and advise whether it agrees with the resolution of the disputed items by arbitration.
  - 16) The *Arbitration Act* (Alberta) as amended from time to time shall apply to arbitration proceedings commenced pursuant to this Framework.



## H. CORRESPONDENCE

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

a. In the case of Flagstaff County to:

**Flagstaff County  
c/o Chief Administrative Officer  
P.O. Box 358  
Sedgewick, AB T0B 4C0**


b. In the case of the Town of Sedgewick to:


**Town of Sedgewick  
c/o Chief Administrative Officer  
P.O. Box 129  
Sedgewick, AB T0B 4C0**

2) In addition to H(1), notices may be sent by electronic mail to the Chief Administrative Officer.

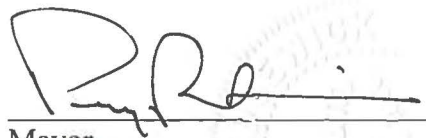
IN WITNESS WHEREOF the parties have affixed their corporate seals as attested by the duly authorized signing officers of the parties as of the first day above written.

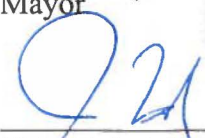
FLAGSTAFF COUNTY

  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
Chief Administrative Officer

TOWN OF SEDGEWICK

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Chief Administrative Officer