
**SUMMER VILLAGE OF LARKSPUR
AND
WESTLOCK COUNTY
INTERMUNICIPAL COLLABORATION
FRAMEWORK**

Master Agreement

PREAMBLE

WHEREAS Westlock County and the Summer Village of Larkspur share a common border and are committed to the principles of mutual benefit, municipal autonomy, making the community a better place and influencing our future in a positive way;

AND WHEREAS the Summer Village and the County are committed to working cooperatively to meet the challenges and capitalize on the opportunities that the future and their shared circumstances will bring;

AND WHEREAS trust and mutual respect are the foundation for a good, positive, enduring and effective relationship between the Summer Village and the County;

AND WHEREAS the Summer Village and the County subscribe to a belief in a broad sense of community that extends beyond their respective boundaries;

AND WHEREAS the Summer Village and the County acknowledge that the advancement of their shared interests is best accomplished through effective and ongoing cooperation, collaboration, coordination and communication;

AND WHEREAS the Summer Village and the County recognize that they both have a significant role to play in the success of their shared region and will ultimately share both the risks and the rewards of their cooperative efforts;

AND WHEREAS the Summer Village and the County want to provide quality of life to their shared community by ensuring that growth management, planning, programs and services are effectively, efficiently and economically delivered and are reasonably available;

AND WHEREAS this Intermunicipal Collaboration Framework is meant to be a master agreement from which a number of subsequent agreements flow;

AND WHEREAS this Agreement and all subsequent agreements are to be interpreted as encouraging and enabling cooperation between the Summer Village and the County;

NOW THEREFORE THIS AGREEMENT BEARS WITNESS that the Summer Village of Larkspur and Westlock County agree as follows:

1 SIGNATORIES

- 1.1 The Signatories to this Agreement are the Summer Village of Larkspur and Westlock County.
- 1.2 The terms “*Signatory*” and “*Signatory Municipalities*” are used interchangeably in this Agreement.

2 DEFINITIONS

- 2.1 “**Consensus**” means both parties come to agreement on an item or matter, whether by majority or unanimous decision within their own Council.

2.2 **“Community”** when used in this Agreement is the Summer Village of Larkspur and Westlock County as a whole.

2.3 **“Capital”** means those tangible assets having significant value and physical substance that are used in the supply of goods and services related to those assets; and have a useful economic life greater than one year, are to be used on a continuing basis and are not for sale in the ordinary course of operations. Financial assets such as cash and reserves are not included in this definition.

3 PURPOSE

3.1 The purpose of this Agreement is to provide a framework for sub-agreements related to sharing of programs and services for the mutual benefit of the signatories.

4 EFFECTIVE DATE

4.1 This Agreement shall come into force on approved resolutions of the Councils of both parties hereto.

5 TERM AND REVIEW

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

5.2 It is agreed by both municipalities that the terms and conditions of the agreement shall be reviewed at least once every five years, commencing no later than December 31, 2024.

6 PRECEDENCE

6.1 In the case of any conflict, the provisions contained in this Agreement shall have precedence over those in any sub-agreement unless otherwise stated.

7 DECISION-MAKING

7.1 Unless otherwise delegated, decision-making related to this Agreement and/or its sub-agreements shall be vested in the Signatory Councils.

7.2 In the event that a Council decides to independently pursue an issue, project or initiative that has been subject to the process and found to be joint, that Council shall provide its rationale for so doing to the other Council to ensure understanding, avoid putting the other Council in a politically delicate position and reinforce the bonds of respect and trust between them.

8 INTERMUNICIPAL COOPERATION

8.1 **Intermunicipal Cooperation Committee (ICC).** The ICC established under the Intermunicipal Development Plan is the forum for reviewing the Intermunicipal Collaboration Framework.

8.2 **Chief Administration Officer (CAO).** Unless otherwise specified by the Signatory Councils acting jointly, the CAOs for the Summer Village and the County shall be accountable for the administration of this Agreement and its sub-agreements.

9 MEETINGS

- 9.1 **Councils.** The full Councils of the Signatories shall meet together as required but no less than once every two years in the first half of the calendar year (1 January – 30 June) with the primary intent of receiving the biennial report of the Intermunicipal Cooperation Committee.
- 9.2 **ICC.** The ICC shall meet at least once every two years with an "issues" and "opportunities" focused agenda. Meeting dates are to be set by 15 September biennially for the subsequent calendar year. Either Signatory may call for additional meetings if required.
- 9.3 **CAO.** The CAOs shall consult annually or as required, on matters relating to intermunicipal cooperation.

10 TERMINATION

- 10.1 The signatories value good working relationships and recognize the need for predictability, stability and certainty across municipal election cycles. However, it is essential that the signatories be able to terminate the agreement if necessary. Hence, the signatories may terminate this agreement by mutual agreement and the termination date would be the next anniversary date of its signing. If there is not mutual agreement to terminate, then one signatory must provide notice, in writing to the other, requesting termination. Such notice must be provided within a 90-day period that begins two years prior to the expiry of the initial five (5) year term or two years prior to the subsequent five-year anniversary dates thereafter.
- 10.2 A Notice to Terminate will automatically trigger the Dispute Resolution steps outlined in Article 11. Should Dispute Resolution be unsuccessful, the Agreement will then terminate as of the next anniversary date of its signing following the completion of the final step of the Dispute Resolution process.
- 10.3 **Changes to Federal and/or Provincial Legislation.** In the event that a change in Federal or Provincial Legislation has significant impact on the ability of the Signatories to fulfill their obligations under this Agreement, either may request an extraordinary meeting of the Signatories to determine what implications the change(s) may have for the Agreement and to negotiate any necessary changes to it.
- 10.4 **Other Changes.** In the event that any other change in circumstance has significant impact on the ability of either of the Signatory Municipalities to fulfill its obligations under this Agreement, either may request an extraordinary meeting of the Signatories to determine what implications the change(s) may have for the Agreement and to negotiate any necessary changes to it.

11 DISPUTE RESOLUTION

- 11.1 The Parties commit to resolving any disputes under the Intermunicipal Collaboration Framework in a non-adversarial, informal and cost-efficient manner.
- 11.2 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.
- 11.3 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 of the other Party to attempt to negotiate a resolution to the dispute.

- 11.4 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 Officers, the dispute will be referred to the Council to attempt to negotiate a resolution to the dispute.
- 11.5 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.
- 11.6 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.
- 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.

12 OTHER PROVISIONS

- 12.1 **Further Assurances.** The Signatories agree to do such things as execute such further documents, agreements and assurances as may be reasonably necessary to carry out the terms and conditions of this Agreement and/or any of its sub-agreements.
- 12.2 **Assignment of Agreement.** No Signatory will assign its interest in this Agreement to another party.
- 12.3 **Notices.** Any notice required to be given hereunder by any Signatory will be deemed to have been given if it is delivered personally or mailed by pre-paid registered mail to the address of the other signatory. A notice or other document sent by registered mail will be deemed to be sent at the time when it was deposited in a post office or public letter box and will be deemed to have been received on the fourth business day after it was postmarked.
- 12.4 **Entire Agreement.** This Agreement and its sub-agreements constitute the entire agreement between the Signatories relating to the subject matter contained within them and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Signatories in relation to that subject matter. There are no warranties, representations or other agreements among the Signatories in connection with the subject matter of the Agreement and its sub-agreements except as specifically set forth within them.
- 12.5 **Unenforceable Terms.** If any term of this agreement is invalid or unenforceable, the remainder of this agreement will not be affected, and all remaining terms will be valid and enforceable.
- 12.6 **Amendments.** This Agreement and/or its sub-agreements may only be altered or amended in any of its provisions when any such changes are put in writing and signed by all of the Signatories.

- 12.7 **Time.** Time will be of the essence for this Agreement and its sub-agreements.
- 12.8 **Binding Nature.** This Agreement and its sub-agreements will be binding upon the Signatories and their respective successors and permitted assigns.

13 SUB-AGREEMENTS

- 13.1 Both municipalities recognize that; they are required to provide services to residents within their municipality as provided for by the Municipal Government Act, and; that they may enter into agreements with each other for the provision of such services
- 13.2 The Summer Village of Larkspur has agreements with the Westlock County for the County to provide the following services to the Summer Village of Larkspur:
- Solid Waste and Recycling Services at two Transfer Stations;
 - Winter Road Maintenance;
 - Fire Protection;
 - Emergency Management Services.
- 13.3 The municipalities are in the process of establishing an Inter-Municipal Development Plan (IDP).

IN WITNESS WHEREOF the Signatories have hereunto executed this Agreement under their respective corporate seals and by the hands of their proper officers duly authorized in that regard.

Agreed to this _____ day of _____, 2020.

WESTLOCK COUNTY

SUMMER VILLAGE OF LARKSPUR

Reeve

Mayor

CAO

CAO