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

Master Agreement

INTERMUNICIPAL COLLABORATION FRAMEWORK

MASTER AGREEMENT

Between

The Summer Village of Larkspur and Westlock County

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 final passing of matching bylaws that contain the Framework by both municipalities.

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 one every five years, commencing no later 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 Summer Village of Larkspur and Westlock County are committed to acting reasonably and in good faith and to making their best efforts to find common ground and to reach consensus. The tenets reflected in the Preamble to this Agreement are an expression of that commitment. They and the philosophy that they define as well as the commitment embodied by this Agreement to working collaboratively to achieve mutual benefit shall guide dispute resolution.
- 11.2 In the event of a dispute between the Signatories concerning but not limited to a default, breach, interpretation or application of any of the terms of this agreement, sub-agreements or Notice to Terminate the Agreement has been given the Signatories shall undertake the following Dispute Resolution steps:
- Step One – Negotiation (between the Signatories);
 - Step Two – Mediation and/or Facilitation in accordance with schedule 1 (*Dispute Resolution*); and
 - Step Three – Arbitration in accordance with schedule 1(*Dispute Resolution*).

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 have reviewed the services offered to residents. Based on the review it has been determined that each municipality independent of the other will be responsible for the following services;
- a. Water and Wastewater
 - b. Recreation
 - c. Municipal Administration
 - d. Animal Control
 - e. Assessment Services
 - f. Bylaw Enforcement
 - g. Information Technology
 - h. Pest Control
 - i. Police Services
 - j. Purchasing/Procurement Services

- k. Development and Planning
- l. Transportation

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
Detail to be added when agreements are finalized.
- Winter Road Maintenance
Detail to be added when agreements are finalized.
- Fire Protection
Detail to be added when agreements are finalized.
- Emergency Management Services
Detail to be added when agreements are finalized.

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 _____, 2019.

WESTLOCK COUNTY

SUMMER VILLAGE OF LARKSPUR

Reeve

Mayor

CAO

CAO

SCHEDULE 1 – DISPUTE RESOLUTION

Dispute Resolution

Notwithstanding the provisions laid out in this Schedule (Schedule 1) for the Mediation/Facilitation and Arbitration steps of the Dispute Resolution process specified in Article 11, nothing in this Agreement shall prevent the Signatories from using other mutually agreed methods of resolving the dispute.

Negotiation

Negotiation is the first step in the Dispute Resolution process.

Mediation/Facilitation

Mediation is the second step in the Dispute Resolution process outlined in Article 11 of this Agreement. It assumes that both Signatories will act reasonably and make best efforts to understand the interests of the other and to reach consensus on a resolution to the issue(s), dispute or disagreement that brought them to the table. When Mediation/Facilitation is triggered, the following initiating process will apply:

- If the Signatories, acting reasonably, have been unable to resolve an issue, dispute or disagreement in the first step of the Dispute Resolution process laid out in Article 11 of this Agreement, either of them may request in writing that the matter be referred to Mediation/Facilitation.
- Within 20 business days of the receipt of a written request to submit a matter to Mediation/Facilitation, the Signatories shall agree upon a mediator/facilitator to assist them.
- Mediation/Facilitation will begin within 30 business days of the engagement of the mediator/facilitator.
- The Signatories agree that facilitation and/or mediation shall be cost-shared on an equal basis as set out in the Intermunicipal Collaboration Framework Regulation Part 4(5).

“Cooling Off” Period

In the event that Mediation/Facilitation is unsuccessful in resolving the issue(s), dispute or disagreement, there will be a “cooling off” period of 30 days before the Arbitration step of the Dispute Resolution process begins. This 30 day “cooling off” period will commence on the day following the final day of the involvement of the mediator/facilitator.

Arbitration

Arbitration is the third and final step of the Dispute Resolution process. When Arbitration is triggered, the following process will apply:

- Thirty days after Mediation/Facilitation has ended and if no resolution has been reached during this time, the Arbitration step will automatically commence.
- The issue(s), dispute or disagreement will be referred to a single arbitrator.
- Within 15 business days of the start of this step (Arbitration), each Signatory will provide the other with a list naming three persons that they would accept to act as a single arbitrator.
- If the Signatories can agree on an acceptable arbitrator from their initial combined list of candidates, they shall jointly appoint that arbitrator within 15 business days of agreeing on the name.
- If none of the initial arbitrator candidates are acceptable to both Signatories, then each Signatory will provide the other with a list of three alternative persons that they would accept to have act as a single arbitrator.
- If the Signatories can agree on an acceptable arbitrator from their second combined list of candidates, they shall jointly appoint that arbitrator within 15 business days of agreeing on the name.
- If the Signatories cannot agree on an arbitrator from the two combined lists of candidate arbitrators, they shall within five business days ask the ADR Institute of Alberta to appoint an arbitrator for them.
- Both Signatories must act reasonably throughout.
- Once the arbitrator has been appointed and has accepted the appointment, each Signatory will provide the arbitrator and the other Signatory with a written submission outlining their respective positions on the issue(s), dispute or disagreement within 20 business days of the appointment of the arbitrator.
- Each Signatory will then provide both the arbitrator and the other Signatory with a written response to the initial written submission of the other Signatory within 20 business days of receipt of that initial submission.
- Thereafter the arbitrator may hear oral submissions.
- Within 25 business days of the receipt of the Signatories' written responses to each other's initial written submissions or of the conclusion of oral submissions if oral submissions are provided, whichever is the latest, the arbitrator shall deliver his/her decision which shall be binding on the Signatories.
- The Signatories agree that they shall pay the cost of the arbitration proportionately, using equalized assessment, as per Part 4 – 10(2) of the ICF Framework Regulation Schedule set out by Municipal Affairs unless the arbitrator determines otherwise and so indicates in his/her decision.