

SCHEDULE A

***INTERMUNICIPAL  
COLLABORATION  
FRAMEWORK AGREEMENT***

BETWEEN

THE MUNICIPAL DISTRICT OF  
ACADIA NO. 34

*AND*

SPECIAL AREAS BOARD

**WHEREAS**, The Municipal District of Acadia No. 34 and Special Areas Board share a common border; and

**WHEREAS**, The Municipal District of Acadia No. 34 and Special Areas Board share common interests and seek to work together to provide services to their ratepayers; and

**WHEREAS**, the Municipal Government Act of Alberta stipulates that municipalities that have a common boundary must create a framework with each other that identifies the shared services provided by each municipality and which municipality is responsible for providing these services and how the services will be delivered.

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

#### **A. DEFINITIONS**

- 1) In this agreement
  - a. Services: means those services that both parties have or seek joint cost sharing arrangements, including:
    - i. Transportation
    - ii. Water
    - iii. Solid Waste
    - iv. Emergency Services
    - v. Agricultural Services and Pest Control
    - vi. Economic Development
    - vii. Family and Community Support Services
    - viii. Health Care
    - ix. Library Services
    - x. Land-Use Planning
    - xi. Warren Peers School
    - xii. Seniors Housing
  - b. Capital Costs: means new facilities, expansions to existing facilities and intensification of use of existing facilities; and,
  - c. Year: means the calendar year beginning January 1<sup>st</sup> and ending on December 31<sup>st</sup>.

#### **B. TERM AND REVIEW**

- 1) In accordance with the Municipal Government Act, this is a permanent Agreement that shall come into force on the final passing of the bylaws or resolution by both municipalities.
- 2) This Agreement may be amended by mutual consent of both parties unless specified otherwise in this agreement.

- 3) It is agreed the Municipal District of Acadia No. 34 and Special Areas Board shall meet at least once every five years to review the terms and conditions of the agreement in a manner set out in Section C of this document.

### **C. MANAGEMENT OF THE ICF AGREEMENT**

- 1) The Municipal District of Acadia No. 34 and Special Areas Board agree that this agreement shall be managed at the administrative level by each municipality.
- 2) The CAO of the Municipal District of Acadia No. 34 and the Chair of Special Areas Board, or the designates of each, shall be the individuals tasked with this responsibility.
- 3) If an issue involving this agreement is unable to be resolved at the administrative level, then the matter shall be dealt with as referred to in Section G of this document.
- 4) This administrative management body shall meet at least once every five years to review this agreement and discuss any potential changes to it.
- 5) Any and all meetings of the management body referenced above shall have minutes recorded, distributed, and agreed upon by each party within 7 days of the meeting's date.

### **D. MUNICIPAL SERVICES**

- 1) The Municipal District of Acadia No. 34 has no urban partners in its municipal boundary, while the Special Areas has several. Nevertheless, each municipality has a history of working together as a region with each other and the local urban municipalities. Thus, it is important to note that many of the below listed services are also delivered with support from the urban neighbors within the Special Areas and beyond.
- 2) The Municipal District of Acadia No. 34 and Special Areas Board provide the following services independent of one another:
  - a. Administration
  - b. Wastewater
  - c. Recreation
  - d. Assessment Services
- 3) The Municipal District of Acadia No. 34 and Special Areas Board presently collaborate on the following services to varying degrees:

#### **A. CORE SERVICES**

- i. Transportation: Highway 899 and Bridge File BF07911

The Municipal District of Acadia No. 34 and Special Areas Board operate their respective transportation departments independently. However, there are two exceptions where collaboration occurs.

First, is the agreement Special Areas Board holds with Alberta Transportation to maintain the northern section of Secondary Highway 899 in the Municipal District of Acadia No. 34, from Secondary Highway 570 north to the municipal boundary.

Second, is the maintenance and repair of Bridge File BF09711, which crosses the Red Deer River and links the two municipalities at Range Road 031. The Municipal District of Acadia No. 34 and Special Areas Board agree to share capital costs on a 50/50 basis. All decisions on expenditures will require prior approval for budget planning, with discussions regarding required work to be initiated by either party.

ii. Water

The Municipal District of Acadia No. 34 and Special Areas Board are each members of the Henry Kroeger Regional Water Services Commission (HKRWSC), which supplies water to member municipalities in the region. The HKRWSC is regulated under the Municipal Government Act and is operated by its own staff and governed by a board comprised of members from these participating municipalities. Furthermore, the commission functions under its own legislative and internal policies and procedures, including a separate dispute resolution mechanism.

iii. Solid Waste

The Municipal District of Acadia No. 34 and Special Areas Board are each members of the Big Country Waste Management Commission (BCWMC), which is a regional organization providing solid waste services to its municipalities. The commission operates rural waste transfer stations in the Municipal District of Acadia No. 34 and Special Areas and stations in local towns and villages. The BCWMC is funded via requisitions from each of its 9 members; operated by its own staff; and governed by a board comprised of municipal representatives from each of the member municipalities. Furthermore, the commission functions under its own legislative and internal policies and procedures, including a separate dispute resolution mechanism.

iv. Emergency Services

The Municipal District of Acadia No. 34 and Special Areas Board have signed a mutual aid agreement for fire services. There is much collaboration and coordination among the fire services of each municipality and each party expects this integration to grow and develop further into the future. Further information is found in the above mentioned agreement.

**B. OTHER SERVICES**

i. Agricultural and Pest Control Services

Both the Municipal District of Acadia No. 34 and Special Areas Board operates independent Agriculture Service Board departments, collaboration does occur on annual weed control

projects along the Red Deer River to manage the spread of regulated weed species as per the Alberta Weed Control Act. This program is organized and operated by Special Areas Board with the Municipal District of Acadia No. 34 providing staff to assist.

Furthermore, the Municipal District of Acadia No. 34 currently holds a Rat Inspection Agreement with the Province of Alberta to patrol Ranges 1, 2 and 3 in both the Municipal District of Acadia No. 34 and the Special Areas. The Province of Alberta is responsible for financial payments to the Municipal District of Acadia No. 34, while the MD presents its report annually to the Special Areas Board Advisory Council.

ii. Economic Development

The Municipal District of Acadia No. 34 and Special Areas Board operate economic development independently. However, both municipalities collaborate on mutually beneficial projects.

iii. Family and Community Support Services (FCSS)

The Municipal District of Acadia No. 34 and Special Areas Board are partners in the Town of Oyen's agreement with the Province of Alberta to provide FCSS services in this area. Funding is provided on a percentage basis between the 3 municipalities.

iv. Health Care Services

The Municipal District of Acadia No. 34 and Special Areas Board, along with the Town of Oyen, are members of the Big County Medical Dental Board. The purpose of this board is to manage and operate facilities that are jointly owned by the 3 municipalities. The board also has the general mandate to improve health care provisions in the Oyen region. This board is funded by the 3 participating municipalities on a cost-share formula.

Other ad-hoc committees exist, including the Oyen Health Task Force and the Oyen Medical Clinic Taskforce that were established to address a single issue or concern and are considered temporary in nature.

Further capital costs incurred for health care services in the Town of Oyen and area are to be funded on a case-by-case basis.

v. Library

The Municipal District of Acadia No. 34 and Special Areas Board are both members of the Marigold Library System. This organization is operated by its own staff and governed by a board comprised of representatives from a number of municipalities.

vi. Land-Use Planning

The Municipal District of Acadia No. 34 and Special Areas Board are both members of Palliser Regional Municipal Services, which provides land-use planning, subdivision and GIS services to its participating municipalities. This organization is operated by its owned staff and governed by a board comprised of municipal representatives. This organization is funded via a formula based requisition model from municipal stakeholders.

vii. Warren Peers School

Warren Peers School is located in the Municipal District of Acadia No. 34 and is owned and operated by Prairie Rose School Division No. 8. In recent years, the school division and the Provincial Government are of the expectation that the local authority assist with capital costs of maintaining and updating the facility. As such, the Municipal District of Acadia No. 34 and Special Areas Board agree that any remaining capital costs shall be shared based on the number of students that reside in each municipality. For the purposes of this calculation, students that reside in the Village of Empress are allocated to the Specials Areas total, while students from the Province of Saskatchewan are allocated to the Municipal District of Acadia No. 34.

viii. Acadia Seniors Foundation

The Municipal District of Acadia No. 34 and Special Areas Board, along with other partners, are members of the Acadia Foundation which operates and provides seniors housing services to the region. Funding is provided by a requisition to the members municipalities on an equalized assessment based formula. There is no managing partner of the Association.

**E. FUTURE PROJECTS & AGREEMENTS**

- 1) In the event either municipality initiates the development of a new project and/or service that may require a cost-sharing arrangement, the initiating municipality's CAO/Chair shall notify the other municipality's CAO/Chair.
- 2) Once either municipality has received written notice of a new project, the administrative management body must meet within 30 days of this notice.
- 3) In the event the administrative body and the ad hoc committee are unable to reach an agreement, the dispute shall be dealt with through the procedure outlined within Section G of this document.

**F. INDEMNITY**

- 1) The Special Areas Board shall indemnify and hold harmless the Municipal District of Acadia No. 34, its employees and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any action or omission of the Special Areas Board, its employees or agents in the performance of this agreement.
- 2) The Municipal District of Acadia No. 34 shall indemnify and hold harmless the Special Areas Board, its employees and agents from any and all claims, actions and costs

whatsoever that may arise directly or indirectly out of any action or omission of the Municipal District of Acadia No. 34, its employees or agents in the performance of this agreement.

#### **G. DISPUTE RESOLUTION**

- 1) In the event of a dispute to any part of this agreement, the CAO/Chair of the municipality initiating the dispute shall notify the CAO/Chair of the other municipality via email or mail of the nature of dispute and request a meeting within 30 days.
- 2) The municipalities shall attempt to resolve the dispute through the management process outlined in Section C of this document.
- 3) In the event a dispute remains unresolved, the Municipal District of Acadia No. 34 and Special Areas Board will seek the assistance of a mediator acceptable to both parties. The costs of mediation shall be shared by each municipality based on an equalized assessment basis.
- 4) In the event a dispute cannot be resolved through Steps 2 and 3, the dispute may be referred to a single arbitrator mutually acceptable to both parties. Failing mutual agreement, either party may apply to a Judge of the Court of Queen's Bench of Alberta to appoint an arbitrator whose decision shall be final and binding upon both parties. The Arbitration Act of Alberta in force from time to time shall apply to arbitration proceedings commenced pursuant to this Agreement. The costs of arbitration shall be shared by each municipality based on an equalized assessment basis.
- 5) The time to complete a single dispute resolution process shall not exceed 1 year.

#### **H. CORRESPONDENCE**

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

##### **a. In the case of the Municipal District of Acadia No. 34**

Municipal District of Acadia No. 34  
c/o Chief Administrative Officer  
Box 30  
Acadia Valley, Alberta  
T0J 0A0

##### **b. In the case of the Special Areas Board**

Special Areas Board  
c/o Chair  
Box 820  
Hanna, Alberta  
T0J 1P0