

# Intermunicipal Collaboration Framework

Sturgeon County and  
The Summer Village of Sandy Beach

February 18<sup>th</sup>, 2021

**WHEREAS**, Sturgeon County and the Summer Village of Sandy Beach share a common boundary; and

**WHEREAS**, the *Municipal Government Act* stipulates municipalities that have a common boundary must create a framework with each other that describes the benefits to be provided under the framework common to more than one of the municipalities that are parties to the framework, identify which municipality is responsible for providing which benefits, and outline how the benefits will be delivered and funded; and

**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 Sturgeon County and the Summer Village of Sandy Beach, and “Party” means any one of them.
  - c. **MGA** means the *Municipal Government Act*, RSA 2000, c M-26.
  - d. **Shall** is interpreted as meaning an obligatory direction.

## **2. TERMS AND REVIEW**

- 1) In accordance with Part 17.2 of the MGA, this Framework shall come into force on the passing of resolutions by the Parties that contain this Framework.
- 2) This Framework may be re-adopted without changes by the Parties by passing Council resolutions that re-adopt this Framework.
- 3) This Framework may be amended by mutual consent in writing. An amended Framework shall come into force on the passing of resolutions by the Parties. Amended versions to this Framework shall supersede and replace all previous versions of this Framework.
- 4) It is agreed that the Parties shall review and update this Framework at least once every five (5) years, or upon request by either Party, as required under the MGA.

## **3. INTERMUNICIPAL COOPERATION**

- 1) The Parties’ Chief Administrative Officers or designate(s) will meet on an as-required basis and will develop recommendations to the Councils of their respective municipalities on matters of strategic direction and cooperation affecting their municipal services, including:

- a) Periodic review of this Framework as required under Section 2 of this Framework; or
- b) Matters as identified under Section 7 of this 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 municipal neighbours.

#### **5. INTERMUNICIPAL SERVICE PROVISIONS**

In congruence with the MGA, the following section outlines the level of service provision between Sturgeon County and the Summer Village of Sandy Beach:

- 1) Emergency Services:
  - a) Emergency Services are not jointly provided between Sturgeon County and the Summer Village of Sandy Beach.
  - b) Notwithstanding Section 5(1)(a), Sturgeon County and the Summer Village of Sandy Beach have a Fire Services Agreement in place for fire aid to the Summer Village of Sandy Beach on an as-needed basis. When a request for assistance is confirmed by the Authorized Representative from the Summer Village of Sandy Beach, Sturgeon County provides assistance. The Summer Village of Sandy Beach shall compensate Sturgeon County according to the costs identified in the Agreement.

#### **6. INTERMUNICIPAL DEVELOPMENT PLAN**

- 1) Sturgeon County and the Summer Village of Sandy Beach agreed not to enter into an Intermunicipal Development Plan.

#### **7. COLLABORATION PROCESS**

- 1) In their present circumstance, neither Party intends to engage in future projects or agreements with one another in the foreseeable future, apart from the fire services agreement that may be renewed or amended in the future. However, if a circumstance arises that one Party wishes to enter into an intermunicipal project, service, or initiative agreement with the other Party, Sections 7(2) through 7(4) of this Framework shall apply.

- 2) The Chief Administrative Officer or designate(s) of the initiating Party will provide a general description of the project, service, or initiative, as well as estimated costs and timing of expenditures, to the Chief Administrative Officer or designate(s) of the other Party.
- 3) Once either Party has received notice of a new project, service, or initiative a meeting between the Chief Administrative Officers or designate(s) to discuss the proposed new project, service, or initiative must be scheduled within thirty (30) calendar days of the date the notice was received, unless both Chief Administrative Officers agree otherwise.
- 4) If a Party believes there is a dispute under this Framework with respect to the interpretation, implementation, or application of the Framework, or a contravention or alleged contravention of this Framework, and wishes to engage in dispute resolution, the Dispute Resolution Process in Section 8 of this Framework shall apply.

## **8. DISPUTE RESOLUTION**

- 1) The Parties commit to resolving any disputes 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 this Intermunicipal Collaboration Framework and wishes to engage in dispute resolution, the Party must give written notice of the matter(s) under dispute to the other Party's Chief Administrative Officer or designate(s).
- 4) If a dispute cannot be resolved to the satisfaction of the Party's Chief Administrative Officer or designate(s) within sixty (60) calendar days of the dispute being referred to the Chief Administrative Officers, the dispute will be referred to the Councils of both Parties, unless the Chief Administrative Officers mutually agrees to extend the timeline.
- 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 may be referred to a mediator acceptable to both Parties. 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.

## 9. CORRESPONDENCE

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

In the case of Sturgeon County to:

Sturgeon County  
c/o Chief Administrative Officer  
9613 – 100 Street  
Morinville, AB T8R 1L9

In the case of the Summer Village of Sandy Beach to:

The Summer Village of Sandy Beach  
c/o Chief Administrative Officer  
RR1, Site 1, Comp 63  
Onoway, AB T0E 1V0

**IN WITNESS WHEREOF** the Parties have affixed their corporate seals as attested by the duly authorized signing officers of the Parties, signed this \_\_\_\_\_ day of \_\_\_\_\_, 2021 at \_\_\_\_\_, Alberta.

STURGEON COUNTY

SUMMER VILLAGE OF SANDY BEACH

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Mayor

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

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