



**Village of Rycroft & MD of Spirit River No. 133  
Intermunicipal Collaboration Framework Agreement  
March 2020**



## 1. Introduction

- 1.1 Section 708.27 of the *Municipal Government Act (MGA)* states that two or more municipalities are required to develop an Intermunicipal Collaboration Framework (ICF) in order:
- to provide for the integrated and strategic planning, delivery and funding of intermunicipal services;
  - to steward scarce resources efficiently in providing local services;
  - and to ensure municipalities contribute funding to services that benefit their residents.
- 1.2 All municipalities that share a common boundary must create an ICF. It is recognized that the Village of Rycroft & MD of Spirit River No. 133 share a common border, share common interests, and are desirous of collaborating to provide services to their residents and ratepayers.
- 1.3 Furthermore, the MGA requires that municipalities that have a common boundary must create a framework with one another that identifies the services provided on an intermunicipal basis, how they will be delivered, who will lead the delivery of the service(s), how the funding arrangements for these services will occur, and identify the timeframe for implementation of those services provided on an intermunicipal basis.
- 1.4 In this respect, the Parties agree as follows:

## 2. Definitions

- 2.1 In this agreement
- a. “Village” means the Village of Rycroft.
  - b. “MD” means the MD of Spirit River No. 133
  - c. “Parties” means the Village of Rycroft & MD of Spirit River No. 133.
  - d. “Committee” means Intermunicipal Collaboration Committee as defined in Section 4 of this Agreement.
  - e. “Service Agreement” means a legally binding agreement that is signed by both parties e.g. a contract, memorandum of agreement, or memorandum of understanding.
  - f. “Expiry Date” means the date that this Agreement expires which is December 31, 2022.

## 3. Term and Review

- 3.1 In accordance with the MGA, this ICF shall constitute an agreement between the parties and shall come into force and effect on the final approval.
- 3.2 This ICF may be amended by mutual consent of both Parties. Amendments to this agreement shall come into force on the passing of matching resolutions by both Parties and shall be added as an addendum to this agreement.
- 3.3 It is agreed by the Parties they shall meet at annually during the term of the agreement.
- 3.4 It is further agreed that upon request by either Party, the Committee shall also meet.

## 4. Intermunicipal Cooperation

- 4.1 The Parties agree that the full Councils will meet at least one time annually to review accomplishments and future plans.

- 4.2 The Parties agree to create a recommending body known as the Intermunicipal Collaboration Committee (hereinafter referred to as the Committee).
- 4.3 The Committee shall meet on an as required basis and will develop recommendations to the Councils on all matters of strategic direction and cooperation affecting the residents and ratepayers of both Parties.
- 4.4 The Committee shall consist of the Chief Elected Official and the Chief Administrative Officer from each Party.
- 4.5 The CAOs will be responsible to develop agendas and recommendations on all matters. CAOs will be responsible for forwarding all recommendations from the Committee to their respective Councils.
- 4.6 Either Party may trigger the requirement for the Committee to hold a meeting by giving at least 30 days notice. Meeting requests shall be directed to the CAO for the respective municipality.

## 5. Service Delivery

- 5.1 When one Party desires to enter into a new joint servicing arrangement, a Service Agreement shall be required to be developed on that specific service.
- 5.2 When developing Service Agreements for each Council's consideration, the Committee shall discuss and clearly identify which municipality will lead service delivery for the service(s) and determine the appropriate funding model for the service(s) being discussed.
- 5.3 All future Service Agreements shall set out a process for discontinuing the service provided if one or both Parties wish to discontinue in the service delivery.
- 5.4 All future Service Agreements shall set out a timeframe for the delivery of the service(s) being discussed including the start and end date for the agreement.

## 6. Services Inventory

- 6.1 Both Parties have reviewed the services offered to residents and ratepayers. Based upon the review it has been determined that each Party will continue to provide the following services to their residents and ratepayers independently unless otherwise specified:
  - a. Village of Rycroft
    - Administration of Village operations and Government Programs
    - Transportation (Road construction and maintenance)
    - Water
    - Wastewater
    - Solid Waste and Recycling
    - Recreation (Arena, Ball Diamonds, Library/Public Education, Community Hall, Merry Pioneers Seniors' Centre)
    - Parks, Playgrounds, Green Spaces
    - Bylaw Enforcement (Animal, Building, Traffic)
    - Safety Codes (Fire discipline only)

- b. MD of Spirit River No. 133
- Administration of MD operations and Government Programs
  - Transportation (Road construction and maintenance, Dust Control, Private Driveways Snowplow Services)
  - Water (Bulk Non-Potable Water System)
  - Solid Waste (Free dumping at landfill)
  - Agricultural Services
  - Pest and Weed Control
  - Parks & Recreation (NARDAM Campground)
  - Safety Codes (All Disciplines)
  - Municipal Cemeteries

6.2 The Parties have worked collaboratively in the past with the following agreements to service residents and ratepayers of both municipalities. It is further acknowledged the Parties have reviewed the existing agreements and have determined that these are the most appropriate municipal services to be delivered in a shared manner:

- a. Central Peace Regional Fire and Rescue Commission Emergency Services. To supply fire control and prevention services. No expiry date.
- b. Central Peace Regional Emergency Management Partnership. The purpose of this agreement is to supply protective services in emergency situations. No expiry date.
- c. Northwest Alberta Emergency Resource Agreement (Multiple signatories). The purpose of this agreement is to provide the ability for signatories to access needed resources to mitigate or support emergency response initiatives from sources outside predetermined mutual aid agreements. The supplying Party providing assistance and/or equipment shall be compensated at those agreed upon standard rates that are approved from time to time by each Party. Effective since July 2016; no expiry date.
- d. Central Peace Medical Services Corporation. The purpose of this agreement is to provide an independent organization to operate and manage the Central Peace Health Centre owned by the Central Peace Municipalities for the benefit of their residents to sustain physicians and other related health services. Term of Agreement is 99 years beginning April 1, 2018
- e. Property Assessment Services. Both Municipalities have a contract with Northern Sunrise County to provided Property Assessment services. The initial contract started in 2016, was renewed for an additional 3-year term that will end on March 31, 2022.
- f. Central Peace Assessment Review Board. The purpose of this agreement is to jointly establish an assessment review boards that enables municipalities to provide a mechanism for citizens to appeal their property assessment and tax notices. No expiry date.

- g. Family and Child Support Services. Partners along with the Town of Spirit River. MD is the lead organization and administrator. Both have member representatives on a joint governance board. No expiry date.
  - h. Agriculture Appeal Committee. Members supplied by the MD, available to the Village if needed. No expiry date.
  - i. Central Peace Attraction and Retention Committee. Partners along with the other G5 municipalities. Both have member representatives on a joint governance board. No expiry date.
  - j. G5 Economic Development Committee. Partners along with the other G5 municipalities. Both have member representatives on a joint governance board. No expiry date.
  - k. Intermunicipal Subdivision Development and Appeal Board. Partners along with the Town of Spirit River and Birch Hills County. Both to have trained member representatives available as part of the pool in the event of a hearing. No expiry date.
- 6.3 Both Parties acknowledge and agree that they may from time to time provide financial assistance to not for profit organizations functioning outside their jurisdictional boundaries.
- 6.4 Both Parties acknowledge they are members of not for profit organizations delivering services for the benefit of their residents and ratepayers.
- 6.5 As the Parties recognize that section 708.28 of the MGA states that parties are to ensure municipalities contribute funding to services that benefit their residents.

It is recognized that residents from both the Village and the MD utilize a variety of services and programs in each others' jurisdictions as well as in the Town of Spirit River. Both the MD and the Village contribute funding through grant dollars to the various organizations.

The MD and the Village recognize that increasing municipal revenues through increased development is important to the financial viability of the region. As such the MD and the Village agree to work closely on economic development opportunities to the benefit of both. The MD of Spirit River will enter into a three year agreement with Townfolio to cover the MD, the Village and the Town of Spirit River. This online tool will assist the municipalities in promoting their region to potential developers.

The MD will contribute a one time payment of twenty thousand dollars (\$20,000) to the Rycroft Potable Water fill station capital project that was completed in 2019 by the Village, as this service is a benefit to the MD residents and the region as a whole. Payment will be released within one month of written confirmation that the Rycroft Water Fill Station meets provincial code.

Furthermore, as the Village has previously requested assistance from the MD to resolve the annual recurring flood situation in the Village, the MD plans to spend up to one million dollars (\$1,000,000) to purchase property and construct a dugout to capture

flood waters, and also construct storm water drainage ditches to divert water from being directed towards the Village. As of March 2020, the land purchase is being finalized and the project is planned to be complete by fall 2020.

The flooding issue has been a considerable cost on an annual basis for the Village and it is anticipated that this investment by the MD will greatly reduce the annual recurring flooding issue in the Village.

In 2020 the MD will be conducting a user survey to provide Council with information on what facilities the residents are using in the region. Council intends to collect the data in order to evaluate where they should be focusing their investment of tax dollars.

During the term of the agreement, specific capital funding requests can be made to the MD by the Village and such requests will be reviewed and considered on a case by case basis by the MD.

The Village agrees to provide the MD with a report by July 1 of the following year to indicate how the funds provided by the MD in the previous year were used. This report will be received by the MD for information purposes only.

## 7. Land Use

7.1 Matters of a land use and development nature impacting either Party shall be guided by policies set out in their Intermunicipal Development Plan.

## 8. Collaboration Process

8.1 Either Party may initiate the development of a new capital project and/or new service it deems to be critical or essential and that may be beneficial to both Parties. Prior to submitting a formal written notice for a new cost-sharing agreement for Council approval, the initiating Party's CAO will consult with the other Party's CAO to formalize a presentation.

8.2 Once either municipality has received written notice of a new capital project or new service, an Intermunicipal Collaboration Committee meeting must be held within 30 days of the date the written notice was received, unless both CAOs agree otherwise.

8.3 The Intermunicipal Collaboration Committee will be the forum used to address and develop future Service Agreements and/or cost sharing arrangements.

8.4 Both Parties recognize that the decision to participate in or not participate in a project/arrangement ultimately lies with the respective municipal councils.

## 9. Indemnity

9.1 The Village shall indemnify and hold harmless the MD its employees and agents from all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of MD, its employees or agents in the performance of this Agreement.

9.2 The MD shall indemnify and hold harmless the Village, its employees and agents from all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of the Village, its employees or agents in the performance of this Agreement.

## 10. Binding Dispute Resolution Process

- 10.1 Notice of dispute: In the event that one party perceives a dispute under the framework and wishes to engage in dispute resolution, the initiating party's Chief Administrative Officer must give written notice of the matters under dispute to the other party's Chief Administrative Officer.
- 10.2 Negotiation: Within 14 days of after the notice is given, the Committee will meet and attempt to resolve the dispute.
- 10.3 Mediation: In the event the Committee is unable to resolve an issue, the parties will seek the assistance of a mediator acceptable to both parties.
- 10.4 The initiating party must provide the mediator with an outline of the dispute and any agreed statement of facts.
- 10.5 Both parties must give the mediator access to all records, documents and information that the mediator may reasonably request.
- 10.6 Both parties must meet with the mediator at such reasonable times as may be required and must, through the intervention of the mediator, negotiate in good faith to resolve their dispute.
- 10.7 All proceedings involving a mediator are without prejudice, and the costs of mediation shall be shared equally between parties.
- 10.8 Report: If the dispute has not been resolved within 6 months after the notice is given, the initiating party must, within 21 days, prepare and provide to the other party a report.
- 10.9 The report must contain a list of the matters agreed on and those on which there is no agreement between the parties.
- 10.10 The initiating party may prepare a report before the 6 months have elapsed if the parties agree; or the parties are not able to appoint a mediator.
- 10.11 Appointment of arbitrator: Within 14 days of a report being provided, the representatives must appoint an arbitrator and the initiating party must provide the arbitrator with a copy of the report.
- 10.12 If the representatives cannot agree on an arbitrator, the initiating party must forward a copy of the report to the Minister with a request to the Minister to appoint an arbitrator.
- 10.13 In appointing an arbitrator, the Minister may place any conditions on the arbitration process as the Minister deems necessary.

- 10.14 Arbitration process: Where arbitration is used to resolve a dispute, the arbitration and arbitrator's powers, duties, functions, practices, and procedures shall be the same as those in Division 3 of Part 17.2 of the MGA and Part 1 of the Intermunicipal Collaboration Framework Regulation.
- 10.15 The arbitrator may do the following:
- require an amendment to a framework;
  - require a party to cease any activity that is inconsistent with the framework;
  - provide for how a municipality's bylaws must be amended to be consistent with the framework;
  - award any costs, fees and disbursements incurred in respect of the dispute resolution process and who bears those costs.
- 10.16 Deadline for resolving dispute: The arbitrator must resolve this dispute within one year from the date the notice of dispute is given.
- 10.17 If an arbitrator does not resolve the dispute within the time described, the Minister may grant an extension of time or appoint a replacement arbitrator on such terms and conditions that the Minister considers appropriate.
- 10.18 Arbitrator's Order: Unless the parties resolve the disputed issues during the arbitration, the arbitrator must make an order as soon as possible after the conclusion of the arbitration proceedings.
- 10.19 The arbitrator's order must:
- be in writing;
  - be signed and dated;
  - state the reasons on which it is based;
  - include the timelines for the implementation of the order; and
  - specify all expenditures incurred in the arbitration process for payments under s.708.41 of the MGA.
- 10.20 The arbitrator must provide a copy of the order to each party.
- 10.21 If an order of the arbitrator under section is silent as to costs, a party may apply to the arbitrator within 30 days of receiving the order for a separate order respecting costs.
- 10.22 Costs of arbitrator: the parties resolve the disputed issues during the arbitration, the arbitrator must make an order as soon as possible after the conclusion of the arbitration proceedings. Each municipality's proportion of the costs must be determined by dividing the amount of that municipality's equalized assessment by the sum of the equalized assessments as set out in the most recent equalized assessment.

## 11. General

- 11.1 Headings in this Agreement are for reference purposes only.
- 11.2 Words in the masculine gender will include the feminine gender whenever the context so requires and vice versa.

- 11.3 Words in the singular shall include the plural or vice versa whenever the contest requires.
- 11.4 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.
- 11.5 Should any provisions of this Agreement become invalid, void, illegal or otherwise unenforceable, it shall be considered separate and severable from the agreement and the remainder shall remain in force and be binding as though such provisions had not been invalid.

12. Correspondence

- 12.1 Written notice under this Agreement shall be addressed as follows:
  - a. In the case of the Village of Rycroft to:
    - Village of Rycroft
    - c/o Chief Administrative Officer
    - P.O. Box 360
    - Rycroft, AB T0H 3A0
  - b. In the case of MD of Spirit River No. 133 to:
    - MD of Spirit River No. 133
    - c/o Chief Administrative Officer
    - P.O. Box 389
    - Spirit River, AB T0H 3G0

13. Authorizations

Signed and dated on:

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Diahann Potrebenko, Mayor  
Village of Rycroft

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Tony van Rootselaar, Reeve  
Municipal District of Spirit River No. 133

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Peter Thomas, CAO  
Village of Rycroft

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Dan Dibbelt, CAO  
Municipal District of Spirit River No. 133

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Date

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Date