BYLAW NUMBER 2020/48

BYLAW NO. 2020/48 is a Bylaw of the County of Wetaskiwin No. 10 in the Province of Alberta, for the purpose of adopting an Intermunicipal Collaboration Framework between the County of Wetaskiwin and the City of Wetaskiwin.

WHEREAS: Section 708.28(1) of the *Municipal Government Act*, Revised Statutes of Alberta 2000, Chapter M-26.1, mandates that municipalities that have common boundaries must create an Intermunicipal Collaboration Framework with each other that identifies the services provided by each municipality, which services are best provided on an intermunicipal basis, and how services to be provided on an intermunicipal basis will be delivered and funded;

AND WHEREAS: The County of Wetaskiwin and the City of Wetaskiwin share common boundaries;

AND WHEREAS: The County of Wetaskiwin and the City of Wetaskiwin share common interests and a desire to work together to provide services to their residents;

NOW THEREFORE: The Council of the County of Wetaskiwin No. 10, in the Province of Alberta, duly assembled, hereby enacts as follows:

1. That the Intermunicipal Collaboration Framework between the County of Wetaskiwin and the City of Wetaskiwin, as attached and forming part of this Bylaw, be adopted.
2. This Bylaw shall become effective on the date of third and final reading.

READ: A First time this __**13**__ day of **October**, A.D., 2020

READ: A Second time this _**13**___ day of **October**, A.D., 2020

READ: A Third time and finally passed this **13** day of **October** ,

A.D., 2020

Original Signed

REEVE

Original Signed

CHIEF ADMINISTRATIVE OFFICER

INTERMUNICIPAL COLLABORATION FRAMEWORK

City of Wetaskiwin

County of Wetaskiwin No. 10

Approved:

City of Wetaskiwin Bylaw 1967-20

County of Wetaskiwin Bylaw 2020/48

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WHEREAS the City of Wetaskiwin and the County of Wetaskiwin No. 10 share a common border; and

WHEREAS the City of Wetaskiwin and the County of Wetaskiwin No. 10 share common interests and are desirous of working together to provide services to their residents; and

WHEREAS the Municipal Government Act stipulates that municipalities that have a common boundary must create an Intermunicipal Collaboration Framework with each other that identifies the services provided by each Partner, which services are best provided on an intermunicipal basis, and how services to be provided on an intermunicipal basis will be delivered and funded.

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

A. DEFINITIONS

1) **Fairness**: the quality of each Partner treating the other in a manner that a reasonable person would consider right or equitable.
2) **City-County Intermunicipal Relations Committee (IRC)**: A committee of elected officials and supported by municipal administrations that is established jointly by the City of Wetaskiwin and the County of Wetaskiwin No. 10 to consider matters of intermunicipal interest and importance.
3) **Cost sharing formula**: The method by which allocation of costs for regional facilities, amenities, services, and programs is determined.
4) **Joint service review**: A review of regional service types and levels that is conducted from time to time to identify which facilities, amenities, services, and programs are of benefit to residents of the Partner municipalities.
5) **Partner**: one or both of the City of Wetaskiwin and the County of Wetaskiwin No. 10
6) **Regional**: Involving the Partners in this Intermunicipal Collaboration Framework.

B. TERM AND REVIEW

1) In accordance with the *Municipal Government Act*, this Intermunicipal Collaboration Framework shall come into force on final passing by both Partners of bylaws that contain the Framework and any associated appendices.
2) This Framework may be amended by mutual consent of both Partners unless specified otherwise in this Framework.
3) It is agreed by the Partners that the Intermunicipal Relations Committee shall review this Intermunicipal Collaboration Framework and its terms and conditions at least once every four years, commencing no later than 2024.

C. INTERMUNICIPAL COOPERATION

1) The Intermunicipal Relations Committee established under the City of Wetaskiwin and County of Wetaskiwin No. 10 Intermunicipal Development Plan is the forum for reviewing the Intermunicipal Collaboration Framework and agreements that are created under the authority of this Intermunicipal Collaboration Framework.

D. GENERAL TERMS

1) Both Partners agree to these principles of collaboration:

    a. **Communication**: We will keep lines of communication open and provide reasonable notice of opinions and ideas.

    b. **Cooperation**: We will work to the mutual benefit of the Partners and the residents, businesses, and organizations that exist in the Region.

    c. **Partnership**: We will look for and act on opportunities that allow the Partners to realize benefits that are greater than a single municipality could create.

    d. **Success**: We want each other, and therefore both Partners, to be successful, so we will put reasonable effort into collaboration.

    e. **Sustainability**: Ideas that we implement will have long-term benefit in mind, helping both Partners achieve their respective visions.

    f. **Teamwork**: We are colleagues representing people in the Region. We will work together for mutual benefit.

2) Both Partners agree the concept of Fairness is paramount in working together and in sharing facilities, amenities, programs and services to the mutual benefit of citizens of both Partner municipalities.

3) Both Partners agree that in consideration of the service agreements outlined in Section E(2) that residents of the Partners will be afforded the same services at the same costs, including user fees, as the County of Wetaskiwin No. 10 residents for services provided by City of Wetaskiwin and City of Wetaskiwin residents for services provided by the County of Wetaskiwin No. 10.

E. MUNICIPAL SERVICES

1) Both Partners have reviewed the services offered to residents. Based on the review it has been determined that each Partner will continue to provide all services to their residents independently with the exception of those which are part of an existing or future intermunicipal agreement.

2) The Partners have a history of working together to provide municipal services to residents on an intermunicipal basis, with the following services being subject to a limited cost sharing approach under the authority of this Intermunicipal Collaboration Framework at the time of the adoption of this agreement, and subject to revision from time to time:

    a. Aquatics

    b. Arenas

    c. Cemeteries

    d. Fire Services

    e. Recycling

    f. Water Supply

3) The relevant cost-sharing formulas and agreements will be negotiated, agreed-to, and revised from time to time by the Intermunicipal Relations Committee.

4) Changes to cost-sharing will take effect on January 1st of each year, unless otherwise negotiated by the Intermunicipal Relations Committee.

5) The Partners acknowledge that in addition to the shared service agreements in place between the Partners, they each have independent agreements with other regional partners.

6) The Partners have reviewed existing intermunicipal agreements and have determined that these are the most appropriate municipal services to be conducted in a shared manner.

F. FUTURE PROJECTS and AGREEMENTS

1) In the event that either Partner initiates the development of a new project and/or service that may require a new cost-sharing agreement, the initiating Partner's Chief Administrative Officer will notify the other Partner's Chief Administrative Officer in writing.

2) The initial notification will include a general description of the project, estimated costs and timing of expenditures. The other Partner will advise if they have objections in principle to provide funding to the project and provide reasons. An opportunity will be provided to discuss the project at the Intermunicipal Relations Committee.

3) The following criteria will be used when assessing the desirability of funding of new projects:

    a. Relationship of the proposed capital project to Intermunicipal Development Plan, or any other regional long-term planning document prepared by the Partners;

    b. The level of community support;

    c. The nature of the project;

    d. The demonstrated effort by volunteers to raise funds and obtain grants, if applicable;

    e. The projected operating costs for new capital projects;

    f. Municipal debt limit; and

    g. Projected utilization by residents of both Partners.

4) Once either Partner has received written notice of new project, an Intermunicipal Relations Committee meeting must be held within thirty (30) calendar days of the date the written notice was received, unless both Chief Administrative Officers agree otherwise.

5) The Intermunicipal Relations Committee will be the forum used to discuss and review future mutual aid agreements and/or cost sharing agreements. In the event the Intermunicipal Relations Committee is unable to reach an agreement, the dispute shall be dealt with through the procedure outlined within Section J of this document.

6) Both Partners recognize that the decision to participate in or not participate in a project ultimately lies with the respective municipal Councils, who in turn must rely on the support of their electorate to support the project and any financial arrangements that could be required

G. COST SHARING

1) Both Partners desire simplicity in design of the cost-share formula so that future Councils and administrations can understand the rationale behind the process.

2) A joint service level review (or similar process) will be carried out at least every five years on shared facilities, amenities, programs and services. The implementation of the review will be implemented in a staggered way between 2021 and 2026 at the discretion of the Partners.

    a. For the purposes of this Intermunicipal Collaboration Framework, the Partners agree to use levels of service as of 2019 as the baseline levels of service.

3) New capital amenities or facilities that may serve a shared purpose need to be negotiated on a case-by case basis to identify regional benefit (if any), and regional ownership and/or operation. The negotiation will take capital, amortization, depreciation, and operating costs into account.

    a. The host Partner of a new amenity or facility may choose to exceed the agreed-upon capital budget of the new amenity or facility.

    b. Where the cost of the new facility or amenity is exceeded by the Partner in which the new facility or amenity is built, the other Partner will only be responsible for a percentage split of the amenity or facility at an agreed upon cost.

    c. Costs over and above the jointly agreed-upon budgeted amount will be the sole responsibility of the Partner that has chosen to increase the budget.

4) There will be a three-year sliding implementation of any cost-share increase or decrease if that share increase for one Partner represents more than a $150,000 increase or decrease from the current amount. The cost share increase or decrease will be divided into three equal portions.

    a. The three-year sliding implementation of cost-share increases or decreases can be altered with the mutual agreement of both Parties.

    b. The difference between a capped $150,000 share increase in payment and the full amount of the increase to cost-share payments that would otherwise have been paid (“shortfall”) shall be added to subsequent years’ cost-share payments such that the shortfall is paid by the end of the three-year sliding implementation period.

5) User numbers for cost shared areas will be the most current ones possible and will be no more than three years old.

6) User numbers will include all those users who reside in any of the noted municipalities. The proportion of users will be split between all the users based on the proportion of each municipality’s residents who used that facility, amenity, program or service.

7) Cost sharing is based on a five-year rolling average of facility, amenity, program or service actual usage numbers.

    a. During the implementation of this cost sharing process, both Partners acknowledge that five-years’ worth of actual usage numbers may not be available. In such a case, the available number of years of usage number will be used until five years of numbers become available.

8) The Partners understand and acknowledge that cost sharing based on user numbers alone identifies those people who received a direct benefit from the facility, amenity or service, but ignores that the rest of the population receives an indirect benefit from the presence of that facility, amenity, program, or service in their region.

H. COST SHARING FORMULA

1) The Cost Sharing Formula is attached to this Agreement as Appendix 1.

I. REVIEW OF EXISTING, HISTORIC, AND POTENTIAL AGREEMENTS

1) Both Partners understand and acknowledge that the City of Wetaskiwin and the County of Wetaskiwin No. 10 have a series of agreements between the two municipalities. Some of these agreements are historic and have no current force and effect. The remainder of these agreements are still of interest to one or both Partners.

2) Under the authority of this Intermunicipal Collaboration Framework, the Partners agree to review and update, as necessary, current agreements between the two Partners.

3) The City-County Intermunicipal Relations Committee has the authority to review, revise and negotiate agreements listed under the authority of this Intermunicipal Collaboration Framework, subject to the approval of the Partners' municipal Councils.

4) The list of current agreements, historic agreements, and potential areas for agreement is attached to this Intermunicipal Collaboration Framework as Appendix 2.

J. DISPUTE RESOLUTION

1) The Partners are committed to resolving any disputes in a non-adversarial, informal, and cost-efficient manner.

2) The Partners shall make all reasonable efforts to resolve all disputes by negotiation and agree to provide, without prejudice, open and timely disclosure of relevant facts, information, and documents to facilitate negotiations.

3) In the event of a dispute, the Partners agree that they shall undertake a process to promote the resolution of the dispute in the following order:

    a. negotiation;

    b. mediation; and

    c. binding arbitration.

4) If any dispute arises between the Partners regarding the interpretation, implementation or application of this Framework or any contravention or alleged contravention of this Framework, the dispute will be resolved through the binding Dispute Resolution Process outlined herein.

5) If the Dispute Resolution Process is invoked, the Partners shall continue to perform their obligations described in this Framework until such time as the Dispute Resolution Process is complete.

6) Despite Clause 4 above, where an existing intermunicipal agreement has a binding dispute resolution process included the process, the existing intermunicipal agreement shall be used instead of the dispute resolution outlined in this Framework.

7) A Partner shall give written notice ("Dispute Notice") to the other Partner of a dispute and outline in reasonable detail the relevant information concerning the dispute. Within thirty (30) days following receipt of the Dispute Notice, the Partners' Chief Administrative Officers shall meet and attempt to resolve the dispute.

    a. If no satisfactory resolution can be found, the Intermunicipal Relations Committee shall meet and attempt to resolve the dispute through discussion and negotiation.

    b. If the Intermunicipal Relations Committee is unable to agree upon a satisfactory resolution, the dispute will be referred to the Partners' Municipal Councils.

8) If the dispute is not resolved within ninety (90) days of the Dispute Notice being issued, the negotiation shall be deemed to have failed.

9) If the Partners cannot resolve the dispute through negotiation within the prescribed time period, then the dispute shall be referred to mediation.

10) Either Partner shall be entitled to provide the other Partner with a written notice ("Mediation Notice") specifying:

    a. The subject matters remaining in dispute, and the details of the matters in dispute that are to be mediated; and

    b. The nomination of an individual to act as the mediator.

11) The Partners shall, within thirty (30) days of the Mediation Notice, jointly nominate or agree upon a mediator.

12) Where a mediator is appointed, the Partners shall submit in writing their dispute to the mediator and afford the mediator access to all records, documents, and information the mediators may reasonably request. The Partners shall meet with the mediator at such reasonable times as may be required and shall, through the intervention of the mediator, negotiate in good faith to resolve their dispute.

13) All proceedings involving a mediator are agreed to be without prejudice and the fees and expenses of the mediator and the cost of the facilities required for mediation shall be shared equally between the Partners.

14) In the event that:

    a. The Partners do not agree on the appointment of a mediator within thirty (30) days of the Mediation Notice; or

    b. The mediation is not completed within ninety (90) days after the appointment of the mediator; or

    c. The dispute has not been resolved within one hundred twenty (120) days from the date of receipt of the Mediation Notice; either Partner may by notice to the other withdraw from the mediation process and in such event the dispute shall be deemed to have failed to be resolved by mediation.

15) If mediation fails to resolve the dispute, the dispute shall be submitted to binding arbitration. Either of the Partners may provide the other Partner with written notice ("Arbitration Notice") specifying:

    a. the subject matters remaining in dispute and the details of the matters in dispute that are to be arbitrated; and

    b. the nomination of an individual to act as the arbitrator.

16) The process of Arbitration is laid out in Appendix 3 to this ICF, and is titled 'Rules of Arbitral Procedure'.

17) Within thirty (30) days following receipt of the Arbitration Notice, the other Partner shall, by written notice, advise as to which matters stated in the Arbitration Notice it accepts and disagrees with, advise whether it agrees with the resolution of the disputed items by arbitration, and advise whether it agrees with the arbitrator selected by the initiating Partner or provide the name of one arbitrator nominated by that other Partner.

18) The Partners shall, within sixty (60) days of the Arbitration Notice, jointly nominate or agree upon an arbitrator.

19) Should the Partners fail to agree on a single arbitrator within the prescribed time period, then either Partner may apply to a Justice of the Court of Queen's Bench of Alberta to have the arbitrator appointed.

20) The terms of reference for arbitration shall be those areas of dispute referred to in the Arbitration Notice and the receiving Partner's response thereto.

21) The Alberta Arbitration Act (RSA 2000, Chapter A-43 as amended from time to time) in force shall apply to arbitration proceedings commenced pursuant to this Framework.

22) The arbitrator shall proceed to hear the dispute within ninety (90) days of being appointed and proceed to render a written decision concerning the dispute forthwith.

23) The arbitrator's decision is final and binding upon the Partners subject only a Partner's right to seek judicial review by the Court of Queen's Bench on a question of jurisdiction.

24) If the Partners do not mutually agree on the procedure to be followed, the arbitrator may proceed to conduct the arbitration on the basis of documents or may hold hearings for the presentation of evidence and for oral argument.

25) Subject to the arbitrator's discretion, hearings held for the presentation of evidence and for argument are open to the public.

26) If the arbitrator establishes that hearings are open to the public in Section 20, the arbitrator, as their sole discretion, may solicit written submissions. If the arbitrator requests written submissions, they must be considered in the decision.

27) The fees and expenses of the arbitrator and the cost of the facilities required for arbitration shall be shared equally between the Partners.

28) On conclusion of the arbitration and issuance of an order, the arbitrator must proceed to compile a record of the arbitration and give a copy of the record to each of the Partners

K. CORRESPONDENCE

1) Written notice under this Agreement shall be addressed as follows:
    a. In the case of the City of Wetaskiwin to:

        City of Wetaskiwin

        c/o Chief Administrative Officer

        4705-50 Avenue, Box 6210

        Wetaskiwin, AB T9A 2E9

    b. In the case of the County of Wetaskiwin No. 10 to:

        County of Wetaskiwin No. 10

        c/o Chief Administrative Officer

        Box 6960

        Wetaskiwin, AB T9A 2G5

2) In addition to K(1), notices may be sent by electronic mail to the Chief Administrative Officer

APPENDIX 1 – COST SHARING FORMULA

City of Wetaskiwin and County of Wetaskiwin
Intermunicipal Collaboration Framework Cost Allocation Model

User Numbers & Percentages*				
	Aquatics	**Arenas**	**Recycling**	**Total**
City of Wetaskiwin	Current users	Current users	Current users	Total Current Users
County of Wetaskiwin	Current users	Current users	Current users	Total Current Users
Regional towns/villages	Current users	Current users	Current users	Total Current Users
Other (including First Nations)	Current users	Current users	Current users	Total Current Users
Total	Total Above	Total Above	Total Above	Total Above

User Percentages - Wetaskiwin County				
	Aquatics	**Arenas**	**Recycling**	**Total**
County % of Total	Total Users (County) / Total Users	Total Users (County) / Total Users	Total Users (County) / Total Users	Total Users (County) / Total Users
County % of Total (rounded)	% rounded to two decimal places	% rounded to two decimal places	% rounded to two decimal places	% Above rounded to two decimal places

Annual Cost				
	Aquatics	**Arenas**	**Recycling**	**Total**
Net Operating Cost	Total Net Operating Cost	Total Net Operating Cost	Total Net Operating Cost	Total Net Operating Cost
Amortization (if any, and only on new capital investments)	Total Amortization Cost	Total Amortization	Total Amortization	Total Amortization Cost
Debt Interest (if any, and only on new capital investments)	Total Debt Interest Cost	Total Debt Interest Cost	Total Debt Interest Cost	Total Debt Interest Cost
Total Cost	Total Cost (Function)	Total Cost (Function)	Total Cost (Function)	Total Above

Annual Cost Allocation				
	Aquatics	**Arenas**	**Recycling**	**Total**
County % of Total	Total Cost (Function) / County % of Total (rounded)	Total Cost (Function) / County % of Total (rounded)	Total Cost (Function) / County % of Total (rounded)	Total Cost / County % of Total (rounded)
County Cost Share	County % of Total (rounded) X Total Cost	County % of Total (rounded) X Total Cost	County % of Total (rounded) X Total Cost	**County % of Total (rounded) X Total Cost**

* The functions and amenities identified above are covered by this Intermunicipal Collaboration Framework's Cost Sharing Formula. Three other functions are covered by this Intermunicipal Collaboration framework but have their own preexisting cost-share agreements.

- Cemeteries
- Fire Services
- Water Supply

For cost sharing allocations, refer to the specific intermunicipal agreements that cover these functions.

APPENDIX 2 – AGREEMENT REVIEW PRIORITIES

Table of Intermunicipal Agreements for 2020 ICF Process

This table serves as an overview of the full list of current agreements in the pages that follow. These sets of agreements are divided into three groups:

1. Existing agreements that the ICF Steering Committee has indicated a desire to review as part of an intermunicipal review process.
2. Existing agreements that require no review as part of the ICF process, or agreements that have expired. These agreements are not being reviewed at the moment.

1) Existing Agreements – For Review

These agreements are listed by relative priority. The priority is based on the expiry date of the agreement and the profile of the topic covered by the agreement.

Priority is relative, which is why they are listed as priorities 1,2, and 3 rather than seeing the entire table ranked numerically.

- Priority 1: Agreement to be revised or updated by December 2020
- Priority 2: Agreement to be revised or updated by December 2021
- Priority 3: Agreement to be revised or updated by December 2022

No.	Agreement	Service Category	Parties	Date Signed	Date In Effect	Expiry Date	Comments	Further Action
Priority 1								
219 / 1058	Road Allowance Lease	Transportation	City, County	Dec. 7, 2018	Dec. 10, 2015	Dec. 10, 2018	**Expired** - Need to renew or renegotiate. City would like to review agreement as per current usage data. Administrations will review.	Administrations will review.

No.	Agreement	Service Category	Parties	Date Signed	Date In Effect	Expiry Date	Comments	Further Action
220	Water Supply	Water	City, County	Sept. 8, 2009	Sept. 8, 2009	Sept. 7, 2019	**Expired** - Need to renew or renegotiate. County would like to improve communication of rate changes.	Administrations will review.
195	Weed Inspection Services	Bylaw Enforcement	City, County		Jan. 1, 2018	Dec. 31, 2021	City has provided termination notice to County. Due to staffing changes, withdrawal has not been followed up on. Administrations will review.	Administrations will review.
-	Intermunicipal Development Plan	Planning	City, County	Oct. 13, 1998		In effect until superseded by adoption of new IDP.	Currently under review with an intent to update the existing IDP.	Underway.
Priority 2								
217	Recycling Centre	Solid Waste Management	City, County		Jan. 1, 2007	Active until terminated	May review whether existing usage data is consistent with current agreement. Administrations will review.	Administrations will review.
221	Wetaskiwin and Area Recreation Board	Recreation	City, County	Sept. 24, 2010	Sept. 29, 2010	Active until terminated	**Inactive** – City is conducting a study of recreation services which may identify a need to resurrect the Rec Board. County would like clarity on cost as percentage.	Administrations will review, pending completion of study.

No.	Agreement	Service Category	Parties	Date Signed	Date In Effect	Expiry Date	Comments	Further Action
Priority 3								
1065	Mutual Fire Aid	Fire Services	City, County, Ermineskin Cree Nation, Louis Bull Tribe, Montana First Nation, Samson Cree Nation	Oct. 13, 2012	Oct. 13, 2012	Oct. 12, 2015	**Expired**, although may still be considered to be active by parties. Confirm status and renew.	None.
1066	Mutual Disaster Aid	Emergency Services	City, County, Ermineskin Cree Nation, Louis Bull Tribe, Montana First Nation, Samson Cree Nation	Oct. 13, 2012	Oct. 13, 2012	Active until terminated	May be timely for all parties to review terms of agreement.	None.

2) Potential Areas for New Agreements

These are topic areas that the partner municipalities may choose to discuss and upon which they may desire to reach an agreement.

Priority has not been set for these potential areas of agreement because no formal discussion has taken place. Using the same priority setting criteria for the table above, a proposal for priority is included below based on the order in which these topics appear. The highest priority is the first topic area, with the relatively lowest priority being the fourth topic area.

As a proxy for priority, a column for decision date has been added. This is the date by which the partners could either conclude an agreement or by which they decide not to proceed.

Topic	Decision Date	Service Category	Parties	Comments
Transit	December 2020	Transportation	City, County	Existing informal agreement provides County residents with access to City-operated transit service, however, historically there has very little use by County residents. This agreement may need to be re-visited in light of historic usage data.
Road Maintenance on Mutual Roads	December 2020	Public Works	City, County	Potential mutual benefit to establish criteria for shared maintenance responsibilities for roadways, the use of which is important to both the County and the City.
Storm Water Management	December 2021	Water and Wastewater	City, County	Both the City and the County have a responsibility to manage their stormwater management systems. In recent years there has been an increase in the intensity of rainfall events to the extent that rainfall may have exceeded the design capacity of some of these systems. If this trend continues, the municipalities may wish to consider modifying some of their stormwater management systems. However, the County and City systems do not operate in isolation of each other. Some stormwater that originates in the County's area of jurisdiction flows into the City's jurisdiction, just as some stormwater flows from the City to the County. As such, the City and County, along with any other affected local authorities, will explore jointly developing a Master Drainage Plan for the drainage area that contains the City and surrounding portions of the County.

Topic	Decision Date	Service Category	Parties	Comments
Library / Archives	December 2022	Corporate Services	City, County	City would like to add this to the ICF discussion. The future of an archive building is uncertain. A formal agreement addressing a shared facility/program for archiving of official and historic documents may be beneficial to both the City and County.

3) Existing or Expired Agreements – No Activity Expected

These are agreements that have either expired, from which one or more partners have withdrawn, or about which the partners have indicated there is no action required under the 2020 ICF process.

No.	Agreement	Service Category	Parties	Date Signed	Date in Effect	Expiry Date	Comments from Steering Committee	Further Action
216	New Fire Halls Construction	Fire Services	City, County	Aug. 28, 2006		Construction completed; no operational considerations.	Inactive. Project-specific, project completed.	None.
938	Wetaskiwin Memorial Cemetery	Community Services	City, County	Jan. 20, 2004		Active until terminated	Good.	None.
952	Fire Protection	Fire Services	City, County, Wetaskiwin Rural Fire Protection Zone 2 Society	June 8, 2005	Jan. 1, 2006	Dec. 31, 2026	Good.	None.
1006	Road Use	Transportation	City, County,	Nov. 26, 2014	Nov. 26, 2014	Active until terminated or upon annexation of subject property	Good.	None.
1062	Peace Hills Park	Bylaw Enforcement	City, County		Jan. 1, 2018	Dec. 31, 2021	Good.	None.
	WALA		City, County				Legislated.	None.
	Financial Sharing	Financial Services	City, County				Legislated.	None.
	JEDI Municipal Dev. Cost and Revenue	Economic Development	City, County				The City has formally withdrawn from JEDI.	None.

No.	Agreement	Service Category	Parties	Date Signed	Date in Effect	Expiry Date	Comments from Steering Committee	Further Action
	Sharing Master Agreement							
	West Central Planning Agency	Planning Services	City, County, Ponoka County, Town of Millet		2016		The City has opted out, effective Jan. 1, 2020.	None.

EXISTING AGREEMENTS

For Review

Road Allowance Lease

Agreement No.

219 / 1058

Parties

- City of Wetaskiwin
- County of Wetaskiwin No. 10

Content

- Renewal of Road Allowance Lease No. 5630-9-1P
- County of Wetaskiwin No. 10 leases property to City of Wetaskiwin

Service Provider

County of Wetaskiwin No. 10

Service Category

Transportation

Date Signed

December 7, 2015

Date in Effect

December 10, 2015

Expiry Date

December 10, 2018

Water Supply Agreement

Agreement No.

220

Parties

- City of Wetaskiwin
- County of Wetaskiwin No. 10

Content

- City of Wetaskiwin to sell treated water to the County of Wetaskiwin No. 10 for distribution in the Hamlet of Gwynne.
- Agreement was approved by the Alberta Utilities Commission on July 8, 2009.

Service Provider

City of Wetaskiwin

Service Category

Water

Date Signed

September 08, 2009

Date in Effect

September 08, 2009

Expiry Date

September 07, 2019

Weed Inspection Services Agreement

Agreement No.

195

Parties

- City of Wetaskiwin
- County of Wetaskiwin No. 10

Content

Gives authority for the County's Weed Inspectors to provide weed inspection services within the area of the City of Wetaskiwin.

Service Provider

County of Wetaskiwin No. 10

Service Category

Bylaw Enforcement

Date Signed

-

Date in Effect

January 01, 2018

Expiry Date

December 31, 2021

Recycling Centre Agreement

Agreement No.

217

Parties

- City of Wetaskiwin
- County of Wetaskiwin No. 10

Content

County to be able to utilize the Recycling Center which is maintained and operated by City of Wetaskiwin

Service Provider

City of Wetaskiwin

Service Category

Solid Waste Management

Date Signed

-

Date in Effect

January 01, 2007

Expiry Date

Active until terminated

Wetaskiwin and Area Recreation Board Agreement

Agreement No.

221

Parties

- City of Wetaskiwin
- County of Wetaskiwin No. 10

Content

Agreement for an advisory board for recreation services

Service Provider

-

Service Category

Recreation

Date Signed

September 24, 2010

Date in Effect

September 29, 2010

Expiry Date

Agreement is technically still in effect but the Wetaskiwin and Area Recreation Board has not met for years.

Mutual Fire Aid Agreement

Agreement No.

1065

Parties

- Ermineskin Cree Nation (First Nation No. 138)
- Louis Bull Tribe (First Nation No. 439)
- Montana First Nation (First Nation No. 139)
- Samson Cree Nation (First Nation No. 137)
- County of Wetaskiwin No. 10
- City of Wetaskiwin

Content

Whereby, when requested by the fire department of one of the parties, the fire department of any of the other parties shall assist the requesting fire department.

Service Provider

- Ermineskin Cree Nation (First Nation No. 138)
- Louis Bull Tribe (First Nation No. 439)
- Montana First Nation (First Nation No. 139)
- Samson Cree Nation (First Nation No. 137)
- County of Wetaskiwin No. 10
- City of Wetaskiwin

Service Category

Fire Services

Date Signed

October 13, 201

Date in Effect

October 13, 2012

Expiry Date

10/12/2015, although may still be considered to be active

Mutual Disaster Aid Agreement

Agreement No.

1066

Parties

- Ermineskin Cree Nation (First Nation No. 138)
- Louis Bull Tribe (First Nation No. 439)
- Montana First Nation (First Nation No. 139)
- Samson Cree Nation (First Nation No. 137)
- County of Wetaskiwin No. 10
- City of Wetaskiwin

Content

Whereby, upon request, any of the parties shall assist another of the parties to provide disaster and emergency response services.

Service Provider

- Ermineskin Cree Nation (First Nation No. 138)
- Louis Bull Tribe (First Nation No. 439)
- Montana First Nation (First Nation No. 139)
- Samson Cree Nation (First Nation No. 137)
- County of Wetaskiwin No. 10
- City of Wetaskiwin

Service Category

Emergency Services

Date Signed

October 13, 2012

Date in Effect

October 13, 2012

Expiry Date

Active until terminated

EXISTING OR EXPIRED AGREEMENTS

No Activity Expected

New Fire Hall Construction Agreement

Agreement No.

216

Parties

- City of Wetaskiwin
- County of Wetaskiwin No. 10

Content

The development and construction of two fire stations, the agreement includes financing, construction, and environmental concerns.

Service Provider

County of Wetaskiwin No. 10

Service Category

Bylaw Enforcement

Date Signed

August 28, 2006

Date in Effect

August 28, 2006

Expiry Date

Active until construction completed; no operational considerations.

Wetaskiwin Memorial Cemetery Agreement

Agreement No.

938

Parties

- City of Wetaskiwin
- County of Wetaskiwin No. 10

Content

Agreement for the operation and maintenance of Wetaskiwin Memorial Cemetery for the benefit of residents of both the City and the County.

Service Provider

City of Wetaskiwin

Service Category

Community Services

Date Signed

January 20, 2004

Date in Effect

-

Expiry Date

Active until terminated by either party

Fire Protection Agreement

Agreement No.

952

Parties

- City of Wetaskiwin
- County of Wetaskiwin No. 10
- Wetaskiwin Rural Fire Protection Zone 2 Society

Content

Providing fire protection services to the people in a portion of the County of Wetaskiwin

Service Provider

- City of Wetaskiwin
- County of Wetaskiwin No. 10
- Wetaskiwin Rural Fire Protection Zone 2 Society

Service Category

Fire Services

Date Signed

June 08, 2005

Date in Effect

January 01, 2006

Expiry Date

December 31, 2026

Road Use Agreement

Agreement No.

1006

Parties

- City of Wetaskiwin
- County of Wetaskiwin No. 10

Content

All the transport of various commercial and/or industrial vehicles along the designated routes. Outlines maintenance, permits. 47 street to range road 241

Service Provider

County of Wetaskiwin No. 10

Service Category

Bylaw Enforcement

Date Signed

November 26, 2014

Date in Effect

November 26, 201

Expiry Date

Active until terminated, or upon the annexation of LSD NE 11-46-24-W4M

City and County of Wetaskiwin ICF
Agreement Summary

Peace Hills Park Agreement

Agreement No.

1062

Parties

- City of Wetaskiwin
- County of Wetaskiwin No. 10

Content

- Allows that three specific City of Wetaskiwin Bylaws shall have effect in certain lands located within the County of Wetaskiwin No. 10 as defined in the agreement (Peace Hills Park).
- The three specific bylaws are:
    - Animal Control Bylaw
    - Noise Abatement Bylaw
    - Traffic Bylaw
- All fine revenues to be retained by the City
- All costs for enforcement of bylaws to be borne by the City

Service Provider

City of Wetaskiwin

Service Category

Bylaw Enforcement

Date Signed

-

Date in Effect

January 01, 2018

Expiry Date

December 31, 2021

Intermunicipal Development Plan

Agreement No.

-

Parties

- City of Wetaskiwin
- County of Wetaskiwin No. 10

Content

At the time of the development of the Intermunicipal Collaboration Framework (ICF), the Intermunicipal Development Plan was under review with an intent to update the existing IDP.

Service Provider

- City of Wetaskiwin
- County of Wetaskiwin No. 10

Service Category

Bylaw Enforcement

Date Signed

October 13, 1998

Date in Effect

-

Expiry Date

Financial Sharing Agreement (WALA)

Agreement No.

-

Parties

- City of Wetaskiwin
- County of Wetaskiwin No. 10
- Town of Millet

Content

Service Provider

Service Category

Date Signed

November 30, 2009

Date in Effect

Expiry Date

JEDI Municipal Development Cost and Revenue Sharing Master Agreement

Agreement No.

Parties

- City of Wetaskiwin
- County of Wetaskiwin No. 10

Content

Service Provider

Service Category

Economic Development

Date Signed

Date in Effect

Expiry Date

The City of Wetaskiwin has formally withdrawn from the JEDI Agreement.

West Central Planning Agency

Agreement No.

195

Parties

- City of Wetaskiwin
- County of Wetaskiwin No. 10
- Ponoka County
- Town of Millet

Content

- Establishment of an organization to provide planning, subdivision processing and associated services to the member municipalities.
- The West Central Planning Agency is a successor organization to the Battle River Regional Planning Commission.

Service Provider

West Central Planning Agency

Service Category

Planning Services

Date Signed

Date in Effect

Expiry Date

APPENDIX 3 – RULES OF ARBITRAL PROCEDURE

1 GENERAL

1.1 Interpretation

a) In these rules:

i) The terms and phrases have the same meanings as may be attributed to them under the Arbitration Act – Alberta;

ii) The "ICF" means the Intermunicipal Collaboration Framework that contains an agreement to refer disputes to arbitration and appending these Rules, or incorporating them by reference; and

iii) The "Partners" means the parties to the ICF.

b) In these Rules, time shall be calculated in the same manner as time is calculated in the ICF.

c) In these Rules, words in the masculine gender include the feminine and vice versa.

1.2 Application

a) These Rules apply to an arbitration conducted under the ICF.

b) The Partners to arbitration may, by agreement, change or make additions to these Rules.

1.3 Communications

a) All communications under these Rules shall be given in the same manner as communications may be given under the ICF.

b) There shall not be any oral communication with respect to the issues in dispute between a Partner and the arbitrator unless it is made in the oral presence of both Partners or their legal representatives

c) A copy of all written communications between the arbitrator and a Partner shall be delivered to the other Partner at the same time.

1.4 Objections

a) A Partner shall state any objections to any aspect of the arbitral proceedings or to the conduct of the other Partner or the arbitrator at the earliest possible time.

b) The arbitrator may refuse to consider an objection if a Partner fails to comply with Article 1.4a).

2 PRE-ARBITRATION CONSIDERATIONS

2.1 Commencement

a) Either Partner, henceforth referred to as the Claimant, may submit a dispute to arbitration as permitted under the ICF by giving the other Partner, henceforth referred to as the Respondent, a written notice containing the following:

i) A description of the ICF;

ii) A statement of the issue in dispute;

iii) A request that the dispute be referred to arbitration;

iv) A description of the claim being made; and

v) The name or names of proposed arbitrators including the resume of the proposed arbitrator or arbitrators as specified in Article 2.2b).

b) For the purposes of the calculation of time under these Rules, the arbitration shall be deemed to have commenced on the date the Respondent receives the notice under Article 2.1a).

2.2 Arbitrator

a) The arbitration shall be conducted before a single arbitrator appointed under these Rules who possesses the qualifications, in any, agreed to by the Partners.

b) If a Partner nominates an individual as an arbitrator, that Partner shall also provide a written resume of the individual's work background, qualifications, and arbitration experience.

c) The Partners shall make every reasonable effort to reach agreement on an arbitrator within twenty (20) days after the arbitration commences.

d) If an agreement is not reached under Article 2.2c), either Partner may make an application to the court for the appointment of an arbitrator.

e) Before an arbitrator accepts an appointment, the arbitrator shall provide both Partners with a written statement declaring that there are no circumstances likely to give rise to justifiable doubts as to the arbitrator's independence or impartiality, and that the arbitrator will disclose any such circumstances to both Partners if they should arise before the arbitration is concluded.

f) If, for any reason, the arbitrator resigns, is unable or refuses to act, or is removed from office, the arbitrator shall be replaced by another arbitrator under these Rules, and any oral hearings previously held shall be rescheduled.

g) If the Partners do not agree that the circumstances specified in Article 2.2e) exist, either Partner may apply to the Court for an order that the arbitrator be replaced.

2.3 Scheduling a Meeting

Within ten (10) days after the arbitrator is appointed, the arbitrator shall convene a meeting of the Partners to reach a consensus, if possible, and to issue orders, if necessary, regarding:

a) The procedures to be followed during the arbitration;

b) The time periods for taking steps in the proceedings;

c) The scheduling of any oral hearing or meetings;

d) Any preliminary applications or objections a Partner may have; and

e) Any other matter which will assist the arbitration to proceed in an efficient and expeditious manner

2.4 Powers of the Arbitrator

a) Subject to any limitations in these Rules or any agreement reached by the Partners, the arbitrator may conduct the arbitration in any manner the arbitrator considers appropriate, but each Partner shall be treated fairly and shall be given full opportunity to present its case.

b) The arbitrator may:

i) Make an interim order on any matter with respect to which the arbitrator may make a final award, including an interim order for preservation of property which is subject matter of the dispute;

ii) Order inspection of documents, exhibits, or other property at any location;

iii) Order the recording of any oral hearing or meeting; and

iv) Extend or abridge a period of time required in these Rules or fixed or determined by the arbitrator where the arbitrator considers it just and appropriate in the circumstances.

c) The arbitrator may adjourn the proceedings from time to time if the arbitrator considers that it would facilitate settlement discussions between the Partners.

3 PROCEEDINGS

3.1 Exchange of Statements

a) The Partners shall exchange written statements of their respective positions in the dispute in the following manner:

i) The Claimant shall give a statement outlining the facts, the matters in issue, and the relief or remedy requested no later than thirty (30) days after the meeting provided for in Article 2.3a);

ii) The Respondent shall give a statement outlining its response to the Claimant's statement and its counterclaim, if any, no later than twenty (20) days following receipt of the Claimant's statement; and

iii) The Respondent, by counterclaim, shall give a statement outlining its defense to the counterclaim no later than twenty (20) days following receipt of the counterclaim.

b) The Partners shall provide the arbitrator with copies of the statements exchanged in Article 3.1a).

c) Each Partner shall attach to its statement in Article 3.1a) a list of documents upon which it tends to rely, and which describes each document by kind, date, author, addressee, and subject matter.

d) During the arbitration proceedings, the arbitrator may allow a Partner to amend or add to any statement made under Article 3.1a), unless:

i) The amendment or addition goes beyond the terms of the arbitration agreement in the ICF; or

ii) The other Partner would be prejudiced by the delay in making the amendment or addition.

3.2 Disclosure

a) The arbitrator may order a Partner to produce any documents not disclosed under Article 3.1c) that such Partner has under its care, custody, or control and that the arbitrator considers being relevant, within the time specified by the arbitrator.

b) Each Partner shall allow the other Partner the necessary access at reasonable times to inspect and take copies of all documents that the former Partner has listed in Article 3.1c) or that the arbitrator has ordered to be produced under Article 3.2a).

c) The Partners shall prepare and send to the arbitrator an agreed statement of facts within the time specified by the arbitrator.

d) Each Partner shall, not later than fifteen (15) days before the oral hearing commences, provide the other Partner with:

i) The name and address of any witnesses to be called and a written summary of their evidence; and

ii) In the case of an expert witness, a written statement or report prepared by the expert witness.

e) Each Partner shall, not later than ten (10) working days before the oral hearing commences, give to the other Partner and the arbitrator an assembly of all documents to be introduced at the hearing.

3.3 Hearings and Meetings

a) The arbitrator shall give the Partners written notice of not less than:

i) Fifteen (15) days of any oral hearings; or
ii) Ten (10) days of any meetings which have not been previously scheduled under Article 2.3a).

b) All oral hearings and meetings in the arbitration proceedings shall be conducted in private and the arbitrator and the Partners shall keep all written communications and documents in respect of these proceedings strictly confidential.

c) All oral hearings and meetings shall be conducted in the City of Wetaskiwin or the County of Wetaskiwin, Alberta, Canada upon mutual agreement. If such agreement is not forthcoming, all oral hearings will be conducted in the municipality of the Claimant Partner.

3.4 Evidence

a) The arbitrator shall not be required to apply the legal rules of evidence and shall determine the relevance and materiality of the evidence presented.

b) All oral evidence shall be taken in the presence of the arbitrator and all the Partners unless a Partner is absent by default or has waived the right to be present.

c) The arbitrator may order any individual to be examined under oath or on affirmation in relation to the issues in dispute and to produce before arbitrator all relevant documents within the individual's care, custody, or control.

d) The document assemblies delivered under Article 3.2a) shall be deemed to have been entered into evidence at the oral hearing without further proof and without being read out at the hearing, but a Partner may challenge the admissibility of any document so introduced

e) The arbitrator may permit a document to be introduced at the oral hearing which was not previously disclosed under Article 3.1a) or provided under Articles 3.2d)ii) or 3.2e). However, the arbitrator may take that default into account when determining the costs to be awarded in the arbitration.

f) If the arbitrator permits the evidence of a witness to be presented as a written statement, the other Partner may require that witness to be made available for cross-examination at the oral hearing.

g) The arbitrator may order a witness to appear and give evidence, and in that event, the Partners may cross-examine that witness and call evidence in rebuttal.

3.5 Arbitrator Retained Experts

a) The arbitrator may:

i) Retain one or more experts to give a written report on specific issues; and

ii) For that purpose, require a Partner to make available relevant documents, goods, or other property for the expert's inspection.

b) The arbitrator shall give a copy of the expert's report to the Partners, who shall have the opportunity to reply to it.

c) On a request of a Partner, an expert retained under Article 3.5a) shall:

i) Make available to the Partner for examination all documents, goods, or other property in the expert's possession with which the expert was provided in order to prepare a report; and

ii) Provide the Partner with a list of all documents, goods, or other property not in the expert's possession, but with which was provided in order to prepare a report, and a description of the location of those documents, goods, or other property.

d) The Partners may cross-examine an expert on the report and may call evidence in rebuttal.

3.6 Default

a) Where a Claimant, without sufficient cause and after ten (10) days' notice from the arbitrator, fails to provide the statement required under Article 3.1a)i) within the required time, the arbitrator may terminate the arbitration with respect to that claim.

b) Where a Respondent, without sufficient cause and after ten (10) days' notice from the arbitrator, fails to provide the statement required under Article 3.1a)ii) within the required time, the arbitrator shall:

i) Continue the arbitration; and

ii) Require the Claimant to submit such evidence to support the claim as the arbitrator may require before making an award.

c) Where a Partner, without sufficient cause, fails to appear at a scheduled oral hearing or fails to produce any evidence, the arbitrator may:

i) Continue the arbitration; and

ii) Make an award based upon the evidence before the arbitrator.

3.7 Close of Hearings

a) The arbitrator shall close the oral hearings when:

i) The Partners advise that they have no further evidence to give or submissions to make; or

ii) The arbitrator considers further hearings to be unnecessary or inappropriate.

b) Where the arbitrator considers it to be just and appropriate to do so, the arbitrator may reopen the oral hearings at any time before making the final award.

4 THE AWARD

4.1 Award

a) An arbitrator shall decide the dispute in accordance with Applicable Laws.

b) The arbitrator shall:

i) Make a final award not later than thirty (30) days after the oral hearings have been closed; and

ii) Deliver a signed copy of the award to each Partner.

c) The final award of the arbitrator shall be dated, be in writing, and state the reasons upon which it is based.

d) The arbitrator may order interest to be paid in the final award.

e) The final award is final and binding on the Partners and the Partners agree to comply with it as soon as possible.

4.2 Costs

a) The arbitrator shall fix the costs of arbitration in the final award, which costs may include, but are not limited to, the following:

i) The fees of the arbitrator;

ii) Any necessary expenses incurred by the arbitrator;

iii) The fees, travel costs, and any other expenses of witnesses approved by the arbitrator; and

iv) Any fees, charges, or expenses for providing services to the arbitrator or the Partners in connection with the arbitration.

b) Except for the costs of legal fees and legal expenses of the successful Partner, the costs of the arbitration shall be borne solely by the unsuccessful Partner unless the arbitrator considers it appropriate under the circumstances to apportion them between the Partners.

c) With respect to the costs of legal fees and legal expenses of the successful Partner, the arbitrator:

i) May decide which Partner shall bear such costs if they were claimed during the arbitration;

ii) May apportion such costs if the arbitrator considers it just and reasonable to do so; and

iii) In either event, shall specify the amounts of such costs and the manner of determining such costs.

d) In making a decision under Article 4.2c), the arbitrator is not limited to awarding the legal fees and expenses that the Court of Queen's Bench may award to a successful Partner in a civil action.

e) The fees of the arbitrator shall be reasonable in amount, taking into account the amount in the dispute, the complexity of the subject matter, the time spent by the arbitrator in the arbitration proceedings, and any other relevant circumstances.

4.3 Amendments and Corrections to the Award

a) Upon application of a Partner, an arbitrator may amend or vary a final award to correct:

i) A clerical or typographical error; or

ii) An arithmetical error made in computation.

b) An application by a Partner to the arbitrator pursuant to Article 4.3a) shall be made within ten (10) days after such Partner receives the final award.

c) Either Partner may apply to the arbitrator, within ten (10) days after receiving the final award, for clarification of the award. The arbitrator may amend the award where the arbitrator considers that such amendment will clarify it.

d) Either Partner may apply to the arbitrator, within twenty (20) days after receiving the final award, to make an additional award with respect to claims presented in the proceedings but inadvertently omitted from the award. The arbitrator may amend the award to include an additional award or where the arbitrator considers that such amendment will clarify it.

e) The arbitrator may not amend or vary the final award without the consent of both Partners and not more than twenty (20) days after all Partners have received the final award.