



City of Lacombe & Lacombe County

INTERMUNICIPAL COLLABORATION FRAMEWORK



MASTER AGREEMENT



INTERMUNICIPAL COLLABORATION FRAMEWORK MASTER AGREEMENT

Between

The City of Lacombe and Lacombe County

PREAMBLE

WHEREAS the City of Lacombe and Lacombe County share a common border;

AND WHEREAS the City of Lacombe and Lacombe County share common interests and are committed to working cooperatively together to provide services to their ratepayers;

AND WHEREAS trust and mutual respect are the foundation for a good, positive, enduring and effective relationship between the City of Lacombe and Lacombe County;

AND WHEREAS the City of Lacombe and Lacombe County acknowledge that the advancement of their shared interests is best accomplished through effective and ongoing cooperation, collaboration, coordination and communication;

AND WHEREAS the City of Lacombe and Lacombe County recognize that they both have a significant role to play in the success of their shared region and will ultimately share both the risks and the rewards of their cooperative efforts;

AND WHEREAS the City of Lacombe and Lacombe County want to provide quality of life to their shared community by ensuring that growth management, planning, programs and services are effectively, efficiently and economically delivered and are reasonably available;

AND WHEREAS this Intermunicipal Collaboration Framework Master Agreement is meant to be a master agreement from which a number of Sub-Agreements will flow;

AND WHEREAS the Municipal Government Act stipulates that municipalities that have a common boundary must create an Intermunicipal Collaboration Framework with each other.

NOW THEREFORE, by mutual covenant, the City of Lacombe and Lacombe County agree as follows:

1. SIGNATORIES

- 1.1 The Signatories to this Agreement are the City of Lacombe and Lacombe County.
- 1.2 The terms “*Signatory*” and “*Signatory Municipality*” are used interchangeably in this Agreement.

2. DEFINITIONS

- 2.1 “**Agreement**” means the Intermunicipal Collaboration Framework Master Agreement between the City of Lacombe and Lacombe County.
- 2.2 “**Capital**” means those tangible assets having significant value and physical substance that are used in the supply of goods and services related to that asset, have a useful economic life greater than five years, are to be used on a continuing basis and are not for sale in the ordinary course of operations. Financial assets such as cash and reserves are not included in this definition.
- 2.3 “**Consensus**” means “we can live with it, are comfortable with the result, and will own it when we take it to our Councils.”
- 2.4 “**Dispute Resolution**” has the meaning as per section 11 Dispute Resolution and as described in Schedule 4 Dispute Resolution.
- 2.5 “**Operating Costs**” means the costs to provide the services identified in this Agreement and the Sub-Agreements that flow from it.
- 2.6 “**Representative**” means a person selected by a Signatory who holds a senior position with the Signatory and has authority to negotiate for or settle a dispute on behalf of the Signatory.
- 2.7 “**Service**” means any program, facility or infrastructure necessary to provide a service identified in Schedule 1 Shared Services Listing of this Agreement and Sub-Agreements as listed in Schedule 2 Sub-Agreements.
- 2.8 “**Sub-Agreements**” means any agreement referenced in this Agreement and/or listed in Schedule 2 Sub-Agreements.

3. PURPOSE

- 3.1 The purpose of this Agreement and the Sub-Agreements that flow from it is to demonstrate the commitment of the City of Lacombe and Lacombe County to work collaboratively to jointly provide facilities and deliver services and programs for the

benefit of both municipalities and to manage growth and plan for the future.

- 3.2 This Agreement is to be the foundational agreement from which a number of Sub-Agreements flow. It expresses the intent, common elements and broad parameters applicable to the Sub-Agreements.

4. PREAMBLE, SCHEDULES AND ATTACHMENTS

- 4.1 The Signatories confirm and ratify the contents, matters and commitments contained and referred to in the body, preamble, schedules and attachments to this Agreement.
- 4.2 The preamble, schedules and attachments are part of this Agreement.

5. TERM AND REVIEW

- 5.1 In accordance with the Municipal Government Act, this Agreement shall come into force on passing of the approving resolutions by both municipalities.
- 5.2 This Agreement may be amended by mutual consent of both Signatories unless otherwise specified in this Agreement.
- 5.3 It is agreed by the City of Lacombe and Lacombe County that the Intermunicipal Collaboration Framework Committee shall meet at least once every four years to review the terms and conditions of the agreement.
- 5.4 If either the City of Lacombe or Lacombe County determine that this Agreement does not serve their interests, or if both municipalities determine that the adopted Agreement does not serve the interests of both municipalities, a replacement Agreement shall be created in accordance with the Act. Until such time as the replacement Agreement is ready for adoption and has been formally adopted the current Agreement remains in effect.

6. PRECEDENCE AND RELATIONSHIPS TO BYLAWS AND AGREEMENTS

- 6.1 In the case of any conflict, the provisions contained in any Sub-Agreement shall take precedence over those in this Agreement, unless otherwise stated.
- 6.2 The City of Lacombe and Lacombe County agree to amend their bylaws, where necessary, to ensure consistency between each bylaw and this Agreement within two years of the date of this Agreement being approved.
- 6.3 The City of Lacombe and Lacombe County have adopted an Intermunicipal Development Plan in accordance with the Municipal Government Act through the passing of Bylaw

441 and Bylaw 1239/17 respectively.

7. INTERMUNICIPAL COLLABORATION FRAMEWORK COMMITTEE

- 7.1 The City of Lacombe and Lacombe County agree to establish a joint Intermunicipal Collaboration Framework Committee (the “Committee”).
- 7.2 The Committee is to be established as of the effective date of this Agreement and subsequently renewed at the respective Organizational Meetings of each Signatory Municipality on an annual basis as long as the Agreement is in effect.
- 7.3 The Committee is to be composed of two appointed and one alternate elected official and the Chief Administrative Officer or designate of each Signatory. Quorum shall be four members consisting of one elected official and the CAO or designate from each Signatory.
- 7.4 The Committee will meet a minimum of once every four years, or on an as required basis, and will develop recommendations to the Councils on all matters of strategic direction and cooperation affecting the City of Lacombe and Lacombe County stakeholders, except matters where other current operating structures and mechanisms are operating successfully.
- 7.5 The Committee Chair shall be elected by the members of the Committee from amongst the elected officials and shall normally serve for a term of four years, or less if required, with the position rotating between the Signatories. Unless otherwise determined by the Committee, the Signatory from which the Chair is chosen shall normally provide the administrative support to the Committee for the term of the Chair.
- 7.6 The Chief Administrative Officers will be advisory staff to the Committee and are responsible for developing agendas and recommendations on all matters put before the Committee, and for presenting all recommendations from the Committee to the respective Councils.
- 7.7 The Committee is a recommendation making committee that advises each Council. Recommendations to individual Councils will occur when the Committee members have Consensus on the advice they wish to provide on a given issue. This may include:
 - (a) recommendations on options for proceeding;
 - (b) recommendations on further review and discussion of a topic;
 - (c) advising no agreed-upon recommendations have been reached in the allotted timeframe where a timeframe has been specified; or
 - (d) advising on moving to the Dispute Resolution process to resolve an issue where the Committee could not reach consensus.

- 7.8 The Committee recommendations may be delivered to Councils by:
- (a) a joint written submission agreed to by the Committee for delivery to individual councils; or
 - (b) a joint presentation to individual councils; or
 - (c) a joint council meeting; or
 - (d) a combination of the above.

8. ACCESS to MUNICIPAL FACILITIES, PROGRAMS and SERVICES

- 8.1 The Signatories agree to provide access to shared municipal facilities, programs and services identified in Schedule 1 to each other's residents in a manner that does not differentiate among them.

9. CAPITAL PLANNING and COST-SHARING

- 9.1 The Signatories agree that they will create a joint approach, as per Section 12 Future Projects and Agreements, to capital planning for those capital assets that deliver mutual benefit. It is to be complementary to their individual capital plans and provide input to and be matched with the budget cycles of each Signatory.
- 9.2 The Signatories agree to the principle of shared investment for shared benefit. Capital funding decisions will be informed by the joint capital planning contemplated in Section 9.1 with the funding share and method of funding being determined on a case-by-case basis.
- 9.3 Lacombe County funding of City of Lacombe recreation capital assets will be guided by Lacombe County Policy RC(1) Capital Support of Approved Recreational and Cultural Facilities.
- 9.4 Any capital projects involving acquisition or construction exceeding \$250,000 in value proposed for joint funding must be supported by a business case that clearly identifies the benefits to both municipalities and is to be provided to both Signatories at least one year in advance of project commencement.
- 9.5 The Signatory that owns the facility or capital asset that is being jointly funded shall be responsible for managing that asset.

10. OPERATING COST-SHARING

- 10.1 The Signatories agree that the opportunity for input into policy and service level development will accrue to all facilities, programs and services for which there is operational cost-sharing by the Signatories.

10.2 Operational cost-sharing of facilities, programs and services will be specified in the respective Sub-Agreements.

11. DISPUTE RESOLUTION

11.1 The Signatories are committed to acting reasonably, in good faith, and to making their best efforts to find common ground and to reach consensus.

11.2 In the event of a dispute between the Signatories concerning, but not limited to a default, breach, about the interpretation of, or application of, any of the provisions, terms, covenants or conditions contained within this Agreement or any of its Sub-Agreements, the Intermunicipal Collaboration Framework Committee will meet and attempt to resolve the dispute.

11.3 In the event the Intermunicipal Collaboration Framework Committee is unable to resolve the dispute, the Signatories shall undertake the Dispute Resolution process set out in Schedule 4 Dispute Resolution.

12. FUTURE PROJECTS AND AGREEMENTS

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

12.2 Once either municipality has received written notice of a new project and/or service an Intermunicipal Collaboration Framework Committee meeting must be held within 30 calendar days of the date the written notice was received, unless both Chief Administrative Officers agree otherwise.

12.3 The Intermunicipal Collaboration Framework Committee will be the forum used to address and develop future mutual aid agreements and/or cost-sharing agreements.

12.4 Development of a 'Joint Process for Addressing Capital and Operating Funding Support Requests from Community Groups' will commence shortly after adoption of the Intermunicipal Collaboration Framework and is to be completed in 2020. This process will be the basis of how community groups request funding of both municipalities for future projects.

13. INDEMNITY

- 13.1 Lacombe County shall indemnify and hold harmless the City of Lacombe, its employees, elected officials and agents from any and all claims, actions and costs whatsoever, excluding mediation and/or arbitration costs, that may arise directly or indirectly out of any act or omission of the City of Lacombe, its employees and agents in the performance of this Agreement.
- 13.2 The City of Lacombe shall indemnify and hold harmless Lacombe County, its employees and agents from any and all claims, actions and costs whatsoever, excluding mediation and/or arbitration costs, that may arise directly or indirectly out of any act or omission of Lacombe County, its employees, elected officials and agents in the performance of this Agreement.

14. OTHER PROVISIONS

- 14.1 The Signatories covenant and agree to do such things and execute such further documents, agreements and assurances as may be reasonably necessary or advisable from time to time to carry out the terms and conditions of this Agreement and/or any of its Sub-Agreements in accordance with their true intent.
- 14.2 If any term, covenant or condition of this Agreement and/or its Sub-Agreements or the application thereof to any Signatory or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and/or its Sub-Agreements or the application of such term, covenant or condition to a Signatory or circumstance other than those to which it is held invalid or unenforceable, will not be affected thereby and each remaining term, covenant or condition of this Agreement and/or its Sub-Agreements will be valid and enforceable to the fullest extent permitted by law.
- 14.3 This Agreement and/or its Sub-Agreements may only be altered or amended in any of its provisions when any such changes are put in writing and signed by all the Signatories and an amending resolution is adopted by the respective Councils.
- 14.4 Time will be of the essence for this Agreement and its Sub-Agreements.
- 14.5 This Agreement and its Sub-Agreements will be binding upon the Signatories and their respective successors and permitted assigns.

15. LIST OF SCHEDULES

15.1 The following Schedules are part of this Agreement:

1. Shared Services Listing
2. Sub-Agreements
3. Follow-up Work
4. Dispute Resolution

IN WITNESS WHEREOF the Signatories have hereunto executed this Agreement under their respective corporate seals and by the hands of their proper officers duly authorized in that regard.

Signed this ____ day of _____, 2020 in _____, Alberta.

CITY OF LACOMBE

LACOMBE COUNTY

Per: _____
Grant Creasey, Mayor

Per: _____
Paula Law, Reeve

Per: _____
Matthew Goudy, CAO

Per: _____
Tim Timmons, County Manager

SCHEDULE 1
SHARED SERVICES LISTING

TYPE OF SERVICE	SUBCATEGORY	DESCRIPTION	BENEFITING AREA(S)	HOW SERVICE IS FUNDED	WHO DELIVERS SERVICE	Agreement Name	Expiry Date
Transportation	Aggregate Supply	Supply of aggregate (sand/gravel)	City of Lacombe	Intermunicipal agreement	Lacombe County	Sand and Gravel Development Agreement Sand/Gravel Haul Agreement	N/A
Transportation	Bridge Inspection	Provision of bridge inspection services	City of Lacombe	Intermunicipal agreement	Lacombe County	Bridge Inspection Multi-year Service Agreement	December 31, 2021
Water	Water Supply and Distribution	Delivery of potable water to individual properties. Includes water supply, treatment, storage, distribution and system(s) maintenance	City of Lacombe – Midway Development Lacombe County – Joint Economic Area	Intermunicipal agreement and user fees	Lacombe County, City of Lacombe and North Red Deer River Regional Water Services Commission	North Red Deer River Water Services Commission Memorandum of Agreement	September 9, 2030
Wastewater	Wastewater Collection and Treatment	Collection, treatment and disposal of wastewater and associated system(s) maintenance	City of Lacombe – Midway Development Lacombe County – Joint Economic Area	Intermunicipal agreement and user fees	Lacombe County, City of Lacombe and North Red Deer Regional Wastewater Services Commission	North Red Deer Regional Wastewater Services Commission Funding Agreement	May 5, 2020
Solid Waste	Recycling	Recycling bins and facilities located at Lacombe Recycling Centre	City of Lacombe and Lacombe County	Intermunicipal agreement	City of Lacombe and Lacombe County	Recycling Services Agreement	December 31, 2020

TYPE OF SERVICE	SUBCATEGORY	DESCRIPTION	BENEFITING AREA(S)	HOW SERVICE IS FUNDED	WHO DELIVERS SERVICE	Agreement Name	Expiry Date
Emergency Services	Regional Fire Chief Services	Provision of professional fire chief services	Services are provided to all fire departments within the County	Intermunicipal agreement	Lacombe County	Lacombe County Fire Service Agreement	Renews each year until a party terminates
Emergency Services	Fire Services	Provision of fire and emergency response services	City of Lacombe and Lacombe County	Intermunicipal agreement	City of Lacombe and Lacombe County	Fire Chief Services – Letter of Understanding Fire Hall Lease Agreement Fire Apparatus Joint Use Agreement	Reviewed Annually January 1, 2020 Until terminated by a party
Emergency Services	Emergency Management	Delivery of plans and programs to enable community response to wide scale emergency events and disasters	Services are provided within County boundaries	Intermunicipal agreement	Lacombe Regional Emergency Management Partnership Agreement	Lacombe Regional Emergency Management Partnership Agreement	Municipality may withdraw with 24 months’ written notice
Emergency Services	Emergency Management	Delivery of plans and programs to enable community response to wide scale emergency events and disasters	Services are provided within County boundaries	Intermunicipal agreement	Lacombe County Mutual Aid Organization	Mutual Aid Agreement	Renews every two years
Emergency Services	Policing	Provision of School Resource Officer services at Wolf Creek Public Schools in Lacombe	City of Lacombe and Lacombe County	Intermunicipal agreement	City of Lacombe Police Service	To be created – currently executed via an annual letter	Annually

TYPE OF SERVICE	SUBCATEGORY	DESCRIPTION	BENEFITING AREA(S)	HOW SERVICE IS FUNDED	WHO DELIVERS SERVICE	Agreement Name	Expiry Date
Emergency Services	Peace Officer Program	Provision of Operational Communication Support (Officer Monitoring and CPIC) services to Lacombe County Community Peace Officers	Lacombe County	Memorandum of Understanding	City of Lacombe Police Service	Lacombe Police Service CPO Monitoring Memorandum of Understanding	August 31, 2022
Recreation and Culture	Indoor and Outdoor Recreation	Operation and maintenance of sports fields, athletic parks, trails, playgrounds, swimming pool, water park, skateboard park, indoor and outdoor skating rinks, community halls, curling rink, library, natural areas, etc.	City of Lacombe, Lacombe County and other communities within and adjacent to the County	Intermunicipal and third-party agreements, and user fees	City of Lacombe, Lacombe County and Community Groups	Facilities Operational Cost-Sharing Agreement Capital Project Contribution Agreement	Upon mutual agreement, December 31, of the year where notice has been given
Recreation and Culture	Museums and Historical Centres	Operation and maintenance of museums and historical centres	City of Lacombe, Lacombe County and other communities within and adjacent to the County	Third party agreements and user fees	Community Groups	Historical Society Funding Agreement	Annually
Recreation and Culture	Chamber of Commerce	Operation and maintenance of the Chamber of Commerce	City of Lacombe, Lacombe County and other communities within and adjacent to the County	Third party agreements and user fees	Community Groups	Lacombe and District Chamber of Commerce Funding Agreement	Annually
Recreation and Culture	Regional Tourism and Marketing Funding	Operation and maintenance of museums and historical centres	City of Lacombe, Lacombe County and other communities within and adjacent to the County	Third party agreements and user fees	Community Groups	Regional Tourism and Marketing Funding Agreement	Annually

TYPE OF SERVICE	SUBCATEGORY	DESCRIPTION	BENEFITING AREA(S)	HOW SERVICE IS FUNDED	WHO DELIVERS SERVICE	Agreement Name	Expiry Date
Agriculture Services	Pest Control	Provision of pest inspection and control services	Service is provided within City boundaries	Intermunicipal agreement	Lacombe County	Provision of Pest Inspection Services Memorandum of Understanding	May be terminated with 30 days notice, otherwise ongoing
Other Services	Airport Services	Provision of airplane landing and storage facilities and services at the Lacombe Regional Airport	City of Lacombe, Lacombe County and other communities within and adjacent to the County	Agreement with third party and user fees	Third party (Lacombe Flying Club)	Lacombe Regional Airport Operating and Lease Agreement	September 31, 2042
Other Services	Family and Community Support Services	Provision of services that enhance the social and physical well-being of individuals and families	City of Lacombe and Lacombe County	Independently by the City of Lacombe and Lacombe County and user fees	Third parties		
Other Services	Connex Transportation Services	Provision of transportation services	City of Lacombe and Lacombe County with in 25 kms of the City of Lacombe boundaries	Independently by the City of Lacombe and Lacombe County and user fees	Third parties	To be created – currently executed via a annual letter	
Other Services	Cemetery Services	Provision of cemetery plots for in-ground burials of casketed and cremated remains and columbarium niches for cremated remains	City and County residents, residents of urban and rural municipalities within/adjacent to the County	Intermunicipal agreement and user fees	City of Lacombe	Fairview Cemetery Agreement	Termination is 30 days' notice, however, the agreement has been in effect since 1954
Other Services	Senior's Housing	Provision of affordable seniors housing options and supports at lodges and independent living facilities	City and County residents, residents of urban and rural municipalities within/adjacent to the County	Provincial government, user fees and City and County taxpayer support	Third Party (Lacombe Foundation)		

TYPE OF SERVICE	SUBCATEGORY	DESCRIPTION	BENEFITING AREA(S)	HOW SERVICE IS FUNDED	WHO DELIVERS SERVICE	Agreement Name	Expiry Date
Other Services	Joint Economic Development	Promotion of sustainable economic in the Joint Economic Area	City of Lacombe and Lacombe County	Intermunicipal agreement	City of Lacombe and Lacombe County	Joint Economic Development Agreement Capital Project Contribution Agreement Joint Economic Area Servicing Agreement	Dec. 31 in the year when termination is provided Term is 40 years from date of execution, September 14, 2017
Other Services	Intermunicipal Development Plan	Provision of long-term growth for both municipalities	City of Lacombe and Lacombe County	Intermunicipal agreement	City of Lacombe and Lacombe County	Intermunicipal Development Plan	Adopted by Bylaw 443 and Bylaw 1239/17

SCHEDULE 2

SUB-AGREEMENTS

1. Joint Economic Agreement
2. Facilities Operational Cost-Sharing Agreement
3. School Resource Officer Agreement
4. Fire Services Agreement
5. Lacombe County Fire Services Agreement
6. Fire Hall Lease Agreement
7. Fire Apparatus Joint Use Agreement
8. Employment of Fire Chief for Lacombe Fire District and City of Lacombe
9. Lacombe County Mutual Aid Organization – Mutual Aid Agreement
10. Lacombe Regional Airport Operating Agreement
11. Recycling Services Agreement
12. Lacombe Police Service CPO Monitoring Memorandum of Understanding
13. Lacombe County and City of Lacombe Intermunicipal Development Plan

SCHEDULE 3

FOLLOW-UP WORK

Schedule 3 describes the follow-up work that is required to implement this Agreement after it has been adopted. The target dates are meant as guides for the general order of working through the shared priorities of the City of Lacombe and Lacombe County.

Priority	Target Year	Activity/Item
1	2020	Revise/Update Existing Facilities Operational Cost-Sharing Agreement
2	2020	Revise Joint Economic Area Agreement to Reflect Cost-Sharing and Area Expansion
3	2020	Develop Joint Process for Addressing Capital and Operating Funding Support Requests from Community Groups
4	2020	Repeal Obsolete and Superseded Agreements/Bylaws
5	2020	Develop School Resource Officer Agreement
6	2020	Extend Lacombe Police Service CPO Monitoring Memorandum of Understanding
7	2021	Conduct Review of Lacombe Connex Service
8	2021	Revise/Update Recycling Services Agreement
9	2021	Consolidate Fire Agreements into One Agreement
*		Revise/Update Lacombe Regional Airport Operating Agreement
*		Revise/Update Lacombe Regional Emergency Plan Agreement

* Agreements between Lacombe County, the City of Lacombe and a Third Party to be revised/updated by the respective Third Party

SCHEDULE 4

DISPUTE RESOLUTION

DISPUTE RESOLUTION

Notwithstanding the provisions set out in this Schedule, nothing in this Agreement shall prevent the Signatories from using other mutually agreed-to methods of resolving the dispute.

1. The Signatories are committed to resolving any disputes in a non-adversarial, informal, and cost-efficient manner.
2. The Signatories 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 Signatories 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 Signatories regarding the interpretation, implementation, or application of this Agreement, or any contravention or alleged contravention of this Agreement, the dispute will be resolved through the binding dispute resolution process outlined herein, however, if a dispute arises regarding an existing intermunicipal agreement between the Signatories, and that agreement contains a binding dispute resolution process, then that process shall be followed instead of the one outlined in this Agreement.
5. If the dispute resolution process is invoked, the Signatories shall continue to perform their obligations described in this Agreement until such time as the dispute resolution process is complete.

6. A Signatory shall give written notice (“Dispute Notice”) to the other Signatory of a dispute and outline in reasonable detail the relevant information concerning the dispute. Within 30 days following receipt of the Dispute Notice, the Intermunicipal Committee shall meet and attempt to resolve the dispute through discussion and negotiation, unless a time extension is mutually agreed by the Chief Administrative Officers. If the dispute is not resolved within 60 days of the Dispute Notice being issued, the negotiation shall be deemed to have failed.
7. If the Signatories cannot resolve the dispute through negotiation within the prescribed time period, the dispute shall be referred to mediation.
8. Either Signatory shall be entitled to provide the other Signatory 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.
9. The Signatories shall, within 30 days of the Mediation Notice, jointly nominate or agree upon a mediator.
10. Where a mediator is appointed, the Signatories 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 Signatories 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. 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 Signatories.
11. In the event that:
 - a. The Signatories do not agree on the appointment of a mediator within 30 days of the Mediation Notice; or
 - b. The mediation is not completed within 60 days after the appointment of the mediator; or
 - c. The dispute has not been resolved within 90 days from the date of receipt of the Mediation Notice;

either Signatory 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.

12. If mediation fails to resolve the dispute, the dispute shall be submitted to binding arbitration. Either of the Signatories may provide the other Signatory 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.
13. The Arbitration Act (Alberta) in force from time to time shall apply to arbitration proceedings commenced pursuant to this Agreement.
14. The fees and expenses of the arbitrator and the cost of the facilities required for arbitration shall be shared equally between the Signatories.