

BYLAW NUMBER 2019/46

BYLAW NO. 2019/46 is a bylaw of the County of Wetaskiwin No. 10, in the Province of Alberta, for the purpose of adopting the Brazeau County/County of Wetaskiwin No. 10 Intermunicipal Collaboration Framework.

WHEREAS Section 708.28(1) of the *Municipal Government Act*, being Chapter M-26 of the Statutes of Alberta, as amended, mandates that municipalities that have common boundaries must create an Intermunicipal Collaboration Framework with each other that identifies the services provided by each County, 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 Brazeau County and the County of Wetaskiwin No. 10 share a common border;

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

NOW THEREFORE, the Municipal Council of the County of Wetaskiwin No. 10, duly assembled, hereby enacts as follows:

- That the Brazeau County/County of Wetaskiwin No. 10 Intermunicipal Collaboration Framework, as attached and forming part of this Bylaw, be adopted.

This Bylaw shall become effective on the date of third and final reading.

READ: A First time this 9th day of January, A.D., 2020.

READ: A Second time this 9th day of January, A.D., 2020.

READ: A Third time and finally passed this 9th day of January, A.D., 2020.

Original Signed

Reeve

Original Signed

Chief Administrative Officer

**Intermunicipal Collaboration Framework
Between
Brazeau County
And
The County of Wetaskiwin No. 10**

Bylaw 1032-19 (Brazeau County)
Bylaw 2019/46 (County of Wetaskiwin No. 10)

TABLE OF CONTENTS

A. TERM AND REVIEW 3

B. INTERMUNICIPAL COOPERATION 3

C. GENERAL TERMS 4

D. MUNICIPAL SERVICES..... 4

E. FUTURE PROJECTS & AGREEMENTS 5

F. DISPUTE RESOLUTION..... 6

G. CORRESPONDENCE 9

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

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

WHEREAS, Brazeau County and the County of Wetaskiwin No. 10 consulted with residents of both counties; 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 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.

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

A. TERM AND REVIEW

- 1) In accordance with the *Municipal Government Act*, this Intermunicipal Collaboration Framework is a permanent Agreement and shall come into force on the passing of bylaws by both Counties.
- 2) This Framework may be amended by mutual consent of both Counties unless specified otherwise in this Framework. Amended copies of this Framework shall come into force on the passing of bylaws by both Counties.
- 3) Amended versions to this Framework shall supersede and replace all previous versions of this Framework.
- 4) It is agreed by both Counties that the Intermunicipal Committee shall meet at least once every four years, or upon request by either party, commencing no later than 180 calendar days after a municipal election to review the terms and conditions of the agreement.

B. INTERMUNICIPAL COOPERATION

- 1) The Intermunicipal Committee, established under the Intermunicipal Development Plan, is the forum for reviewing the Intermunicipal Collaboration Framework.
- 2) The Counties will give thirty (30) calendar days' notice for a meeting. Meeting requests will be directed to the Chief Administrative Officer for the respective municipality.

C. GENERAL TERMS

- 1) Both Counties agree that in respect of the service agreements outlined in Section D(2) that residents of the Counties will be afforded the same services at the same costs, including user fees when providing these services to the partner municipality.

D. MUNICIPAL SERVICES

- 1) Both Counties have reviewed the services offered to residents. Based on the review it has been determined that each County will continue to provide the following services to their residents independently:
 - a. Water and Wastewater
 - b. Emergency Services
 - c. Recreation
 - d. Affordable Housing
 - e. Municipal Administration
 - f. Agricultural Services
 - g. Animal Control
 - h. Assessment Services
 - i. Bylaw Enforcement
 - j. Information Technology
 - k. Pest Control
 - l. Police Services
 - m. Purchasing/Procurement Services
 - n. Weed Control

- 2) The Counties have a history of working together to provide municipal services to the residents on an intermunicipal basis, with the following services being provided directly or indirectly to their residents:
 - a. Emergency Services:

The Counties, with additional partners, have agreements in place to aid in the event of emergencies:

 - i. Mutual Aid Agreement between Brazeau County and the County of Wetaskiwin No. 10. As a mutual aid agreement there is no managing partner. The assisting municipality shall invoice the requesting municipality for providing mutual aid.
 - ii. Centralized Asset Management System (CAMS) License Shared Data Agreement between Brazeau County, County of Wetaskiwin No. 10, Leduc County, the City of Leduc, and Camrose County. The purpose of this Agreement is to share information as it relates to the CAMS operating system.

- b. Intermunicipal Development Plan
 - i. The Counties entered into an Intermunicipal Development Plan in accordance with the *Municipal Government Act*. The Intermunicipal Development Plan will be reviewed in conjunction with the Intermunicipal Collaborative Framework.
- 3) The Counties acknowledge that in addition to the shared service agreements in place between the Counties, they each have independent agreements with other regional partners.
- 4) The Counties have reviewed the aforementioned existing agreements and have determined that these are the most appropriate municipal services to be conducted in a shared manner.

E. FUTURE PROJECTS & AGREEMENTS

- 1) In the event that either County initiates the development of a new project and/or service that may require a new cost-sharing agreement, the initiating County's Chief Administrative Officer will notify the other County'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 party 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 Committee meeting.
- 3) The following criteria will be used when assessing the desirability of funding new projects:
 - a. Relationship of the proposed capital project to the Intermunicipal Development Plan, or any other regional long term planning document(s) prepared by both Counties;
 - 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 Counties.
- 4) Once either County has received written notice of new project, an Intermunicipal 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 Committee will be the forum used to address and develop future mutual aid agreements and/or cost sharing agreements. In the event the Intermunicipal Committee is unable to reach an agreement, the dispute shall be dealt with through the procedure outlined within Section F of this document.
- 6) Both Counties 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 borrowing that could be required.

F. DISPUTE RESOLUTION

- 1) The Counties are committed to resolving any disputes in a non-adversarial, informal and cost-efficient manner.
- 2) In the event of a dispute, the Counties 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.
- 3) The Counties 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.
- 4) If any dispute arises between the Counties 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 Counties shall continue to perform their obligations described in this Framework until such time as the Dispute Resolution Process is complete.
- 6) Despite F(4), where an existing intermunicipal agreement has a binding dispute resolution process included in the existing intermunicipal agreement, that agreement shall be used instead of the dispute resolution outlined in this Framework.

- 7) Any dispute arising out of the implementation of this Agreement will firstly be addressed by the administration of both Brazeau County and the County of Wetaskiwin No. 10. Where a dispute cannot be resolved to the satisfaction of both parties after thirty (30) calendar days, the dispute will be referred to the Chief Administrative Officers of both Counties.
- 8) Where a dispute cannot be resolved to the satisfaction of both Chief Administrative Officers after thirty (30) calendar days, the dispute will be referred to the Intermunicipal Committee.
- 9) A party shall give written notice ("Dispute Notice") to the other party of a dispute and outline in reasonable detail the relevant information concerning the dispute. Within thirty (30) calendar 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 sixty (60) calendar days of the Dispute Notice being issued, the negotiation shall be deemed to have failed and shall be referred to mediation.
- 10) Either party shall be entitled to provide the other party 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 independent mediator.
- 11) The Counties shall, within thirty (30) calendar days of the Mediation Notice, seek the assistance of a mediator acceptable by both parties.
- 12) When a mediator is appointed, the Counties 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 Counties 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 Counties.
- 13) In the event that:
 - a. The Counties do not agree on the appointment of a mediator within thirty (30) calendar days of the Mediation Notice; or
 - b. The mediation is not completed within sixty (60) calendar days after the appointment of the mediator; or
 - c. The dispute has not been resolved within ninety (90) calendar days from the date of receipt of the Mediation Notice;

either party may, by notice to the other, withdraw from the mediation process and the mediation shall be deemed to have failed.

- 14) If mediation fails to resolve the dispute, the dispute shall be submitted to binding arbitration. Either of the Counties may provide the other party 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.
- 15) Within thirty (30) calendar days following receipt of the Arbitration Notice, the other party 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 party or provide the name of one arbitrator nominated by that other party.
- 16) The Counties shall, within thirty (30) calendar days of the Arbitration Notice, jointly nominate or agree upon an arbitrator.
- 17) Should the Counties fail to agree on a single arbitrator within the prescribed time period, then either party may apply to a Justice of the Court of Queen’s Bench of Alberta to have the arbitrator appointed.
- 18) The terms of reference for arbitration shall be those areas of dispute referred to in the Arbitration Notice and the receiving party’s response thereto.
- 19) The *Arbitration Act* (Alberta) shall apply to arbitration proceedings commenced pursuant to this Framework.
- 20) The arbitrator shall proceed to hear the dispute within sixty (60) calendar days of being appointed and proceed to render a written decision.
- 21) The arbitrator’s decision is final and binding upon the Counties, subject only to a party’s right to seek judicial review by the Court of Queen’s Bench on a question of jurisdiction.
- 22) If the Counties 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.
- 23) Subject to the arbitrator’s discretion, hearings held for the presentation of evidence and for argument are open to the public.

- 24) If the arbitrator establishes that hearings are open to the public in Clause 23, the arbitrator, at their sole discretion, may solicit written submissions. If the arbitrator requests written submissions they must be considered in the decision.
- 25) The fees and expenses of the arbitrator and the cost of the facilities required for arbitration shall be shared equally between the Counties.
- 26) 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 to each County.

G. CORRESPONDENCE

- 1) Written notice under this Agreement shall be addressed as follows:
 - a. In the case of Brazeau County to:
Brazeau County
c/o Chief Administrative Officer
Box 77, 7401 Twp Rd 494
Drayton Valley, Alberta T7A 1R1
 - 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 G(1), notices may be sent by electronic mail to the Chief Administrative Officer.