

BYLAW NUMBER 2019/54

BYLAW NO. 2019/54 is a bylaw of the County of Wetaskiwin No. 10, in the Province of Alberta, for the purpose of adopting the Clearwater 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 Clearwater County and the County of Wetaskiwin No. 10 share a common border;

AND WHEREAS Clearwater 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 Clearwater 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 5th day of December, A.D., 2019.

READ: A Second time this 5th day of December, A.D., 2019.

READ: A Third time and finally passed this 5th day of December, A.D., 2019.

Original Signed

Reeve

Original Signed

Chief Administrative Officer



Intermunicipal Collaboration Framework

Between

Clearwater County

and

The County of Wetaskiwin No. 10

WHEREAS, Clearwater County and the County of Wetaskiwin No. 10 share common boundaries; and

WHEREAS, Clearwater County and the County of Wetaskiwin No. 10 share common interests and are desirous of working together to provide services to their ratepayers, where there are reasonable and logical opportunities to do so; and

WHEREAS, Clearwater 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 Clearwater County and the County of Wetaskiwin No. 10 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 final passing of matching bylaws that contain the Framework by both Counties.
- 2) This Framework may be amended by mutual consent of both Counties unless specified otherwise in this Framework.
- 3) It is agreed by the Counties that the Intermunicipal Committee shall review at least once every four years, commencing no later than 2023, 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.

C. GENERAL TERMS

Both Counties agree that, with respect only to the service agreements outlined in Section D(2), residents of the Counties will be afforded the same services at the same costs, including user fees.

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. Transportation:
 - The Counties entered into a Revenue Sharing Road Contribution Agreement. This agreement outlines that the County of Wetaskiwin No. 10 will develop and maintain roads that provide access to lands in Clearwater County, in return for which Clearwater County will make an annual payment to Wetaskiwin County No. 10.
 - b. Emergency Services
 - The Counties entered into a Mutual Aid Agreement to provide aid to one another in the event of emergencies.
 - c. Intermunicipal Development Plan
 - 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) Both Counties acknowledge the potential need and opportunity for future partnership regarding gravel operations and extraction.
- 2) 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.
- 3) 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.
- 4) 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 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.
- 5) 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.
- 6) The Intermunicipal Committee will be the forum used to discuss and review 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.
- 7) 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) 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.
- 3) 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.
- 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.
 - a. However, if a dispute arises regarding an existing intermunicipal agreement between the Counties, and that agreement contains a binding dispute resolution process, then that process shall be followed instead of the one outlined in this framework.
- 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) 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) 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) days of the Dispute Notice being issued, the negotiation shall be deemed to have failed.
- 7) If the Counties cannot resolve the dispute through negotiation within the prescribed time period, then the dispute shall be referred to mediation.
- 8) 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 individual to act as the mediator.

- 9) The Counties shall, within thirty (30) days of the Mediation Notice, jointly nominate or agree upon a mediator.
- 10) Where 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.
- 11) In the event that:
 - a. The Counties 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 sixty (60) after the appointment of the mediator; or
 - c. The dispute has not been resolved within ninety (90) from the date of receipt of the Mediation Notice;either party 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 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.
- 13) Within thirty (30) 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.
- 14) The Counties shall, within thirty (30) days of the Arbitration Notice, jointly nominate or agree upon an arbitrator.
- 15) 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.
- 16) 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.

- 17) The *Arbitration Act* (Alberta) in force from time to time shall apply to arbitration proceedings commenced pursuant to this Framework.
- 18) The arbitrator shall proceed to hear the dispute within sixty (60) days of being appointed and proceed to render a written decision concerning the dispute forthwith.
- 19) The arbitrator's decision is final and binding upon the Counties subject only a party's right to seek judicial review by the Court of Queen's Bench on a question of jurisdiction.
- 20) 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.
- 21) Subject to the arbitrator's discretion, hearings held for the presentation of evidence and for argument are open to the public.
- 22) If the arbitrator establishes that hearings are open to the public in Section 21, the arbitrator, as their sole discretion, may solicit written submissions. If the arbitrator requests written submissions, they must be considered in the decision.
- 23) The fees and expenses of the arbitrator and the cost of the facilities required for arbitration shall be shared equally between the Counties.
- 24) 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 Counties.

G. CORRESPONDENCE

- 1) Written notice under this Agreement shall be addressed as follows:
 - a. In the case of Clearwater County to:
Clearwater County
c/o Chief Administrative Officer
4340 - 47 Avenue Box 550
Rocky Mountain House, AB T4T 1A4
 - 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.