



County of Wetaskiwin No. 10
BYLAW # 2024/39

A Bylaw of the County of Wetaskiwin No. 10 in the Province of Alberta, to repeal Bylaw 2019/45, which adopted the Brazeau County/County of Wetaskiwin No. 10 Intermunicipal Development Plan (IDP) and Bylaw 2019/46, which adopted the Brazeau County/County of Wetaskiwin No. 10 Intermunicipal Collaboration Framework (ICF).

WHEREAS Brazeau County and the County of Wetaskiwin No. 10 originally entered into an Intermunicipal Development Plan (IDP) through the passing of Bylaw 2019/45.

AND WHEREAS Brazeau County and the County of Wetaskiwin No. 10 originally entered into an Intermunicipal Collaboration Framework (ICF) through the passing of Bylaw 2019/46.

AND WHEREAS Section 191 of the Municipal Government Act authorizes the repeal of Bylaws.

AND WHEREAS Section 631(2) of the Municipal Government Act (MGA), Revised Statutes of Alberta 2000, Chapter M-26, and amendments thereto, allows for municipalities to agree that an IDP is no longer required.

AND WHEREAS, Brazeau County and the County of Wetaskiwin No. 10 agree that an IDP is no longer required.

AND WHEREAS, a Public Hearing was held on June 4, 2024, to allow the general public to provide input into the proposed repeal of Bylaw 2019/45.

AND WHEREAS in accordance with Section 606 of the Municipal Government Act, RSA 2000, and amendments thereto, notice of the intention of Council to pass a Bylaw to repeal the IDP has been published on the County Website on May 16, 2024.

AND WHEREAS Section 708.33(1) of the Municipal Government Act (MGA), Revised Statutes of Alberta 2000, Chapter M-26, and amendments thereto, allows for municipalities to adopt a resolution that contains the ICF Framework.

AND WHEREAS, Brazeau County and the County of Wetaskiwin No. 10 agree that, with adoption by Council Resolution, ICF Bylaws are no longer required.

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

PART 1 - REPEAL

- 1. That Bylaw 2019/45, being the Intermunicipal Development Plan Bylaw of Brazeau County and the County of Wetaskiwin No. 10, passed on January 9, 2020, is hereby repealed in its entirety.
2. That Bylaw 2019/46, being the Intermunicipal Collaboration Framework Bylaw of Brazeau County and the County of Wetaskiwin No. 10, passed on January 9, 2020, is hereby repealed in its entirety.

PART 2 - EFFECTIVE DATE

- 3. This Bylaw shall come into force and take effect upon the date of Third and Final Reading.

READ for the FIRST TIME this 4 day of June, A.D., 2024
READ for the SECOND TIME this 4 day of June, A.D., 2024
READ for a THIRD and FINAL time this 4 day of June, A.D., 2024

Original Signed

COUNTY REEVE Josh Bishop

Original Signed

CAO Scott MacDougall

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

Resolution 343/24-06-04 (Brazeau County)
Resolution CG20240604.009 (County of
Wetaskiwin No. 10)

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WHEREAS, Brazeau County and the County of Wetaskiwin No. 10 (herein after the “Counties”) 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, the *Municipal Government Act* stipulates that municipalities that have a common boundary must create an Intermunicipal Collaboration Framework (herein after the “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 Framework is a permanent Agreement and shall come into force on the passing of resolutions 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 resolutions 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 (4) years, or sooner upon request by either County, to review the terms and conditions of the agreement.

B. INTERMUNICIPAL COOPERATION

- 1) The Intermunicipal Committee will be established and is the forum for reviewing the Framework. The Intermunicipal Committee will consist of three (3) elected officials appointed by each County, as well as the respective Chief Administrative Officer (CAO) or designate. The CAO will be advisory staff to the Committee, responsible for developing agendas and recommendations on all matters, and for forwarding all recommendations from the Committee to their respective Councils.
- 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. This agreement is mutually administered at no cost to all parties.

- 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 CAO will notify the other County's CAO in writing.
- 2) The initial notification will include a general description of the project, estimated costs and timing of expenditures. The other County 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 any 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 Counties. 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) Either County shall give written notice (“Dispute Notice”) to the other County 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 County shall be entitled to provide the other County 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 Counties.
- 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 mediator 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 County 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 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 County 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 County or provide the name of one arbitrator nominated by that other County.
- 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 County may apply to a Justice of the Court of King'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 County'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 County's right to seek judicial review by the Court of King'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.