

BYLAW 1483/20

**STURGEON COUNTY AND THORHILD COUNTY INTERMUNICIPAL COLLABORATION
FRAMEWORK**

STURGEON COUNTY, MORINVILLE, ALBERTA

A BYLAW OF STURGEON COUNTY, IN THE PROVINCE OF ALBERTA, TO ESTABLISH AN INTERMUNICIPAL COLLABORATION FRAMEWORK BETWEEN STURGEON COUNTY AND THORHILD COUNTY.

WHEREAS, the *Municipal Government Act*, RSA 2000, c.M-26 authorizes Council to work collaboratively with neighbouring municipalities to ensure the efficient provision of municipal services for all residents;

AND WHEREAS, Sturgeon County and Thorhild County have worked collaboratively on the preparation of an intermunicipal collaboration framework between both municipalities;

AND WHEREAS, the Council of Sturgeon County deems it desirable and appropriate to adopt the Sturgeon County and Thorhild County Intermunicipal Collaboration Framework;

NOW THEREFORE, the Council of Sturgeon County, in the Province of Alberta, duly assembled and under the authority of the *Municipal Government Act*, hereby enacts the following:

1. The “Intermunicipal Collaboration Framework Between Sturgeon County and Thorhild County”, attached and forming part of Bylaw 1483/20, is hereby adopted.
2. This Bylaw shall come into force and effect upon being passed.

READ a first time this ____ day of _____, 2020.

READ a second time this ____ day of _____, 2020.

READ a third time this ____ day of _____, 2020.

MAYOR

COUNTY COMMISSIONER (CAO)

DATE SIGNED

If any portion of this bylaw is declared invalid by a court of competent jurisdiction, then the invalid portion must be severed and the remainder of the bylaw is deemed valid.

Intermunicipal Collaboration Framework

Between

Sturgeon County



and

Thorhild County



WHEREAS, Sturgeon County and Thorhild County share a common boundary; and

WHEREAS, Sturgeon County and Thorhild County share common interests and are desirous of working together to provide services to their ratepayers; and

WHEREAS, the *Municipal Government Act* stipulates that municipalities that have a common boundary must create a framework with each other that describes the services to be provided under the framework that benefit residents in more than one of the municipalities that are parties to the framework, identifies which municipality is responsible for providing which services and outlines how the services will be delivered and funded.

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

1. DEFINITIONS

- 1) In this Framework, words have the same meanings as set out in the *Municipal Government Act*, except that:
 - a. "Committee" means the Intermunicipal Committee established in Section 3 of this Framework.
 - b. "Framework" means this intermunicipal collaboration framework entered into by the Parties pursuant to part 17.2 of the *Municipal Government Act*.
 - c. "Parties" means Sturgeon County and Thorhild County, and "Party" means any one of them.
 - d. "Service agreement" means a legally binding agreement such as a Contract, Agreement or Memorandum of Understanding that is signed by both parties.
 - e. The word "shall" is interpreted as meaning an obligatory direction.

2. TERM AND REVIEW

- 1) In accordance with the *Municipal Government Act*, this Framework shall come into force on the passing of bylaws by the Parties that contain this Framework.
- 2) This Framework may be amended by mutual consent of the Parties and shall come into force on the passing of bylaws by the Parties that contain the Framework as amended.
- 3) It is agreed that the Parties shall meet at least once every five (5) years, or upon request by either Party, commencing no earlier than 90 calendar days and no later than 180 calendar days after a municipal election to review the terms and conditions of this Framework.

3. INTERMUNICIPAL COOPERATION

- 1) The Parties hereby establish a recommending body to be known as the Intermunicipal Committee.
- 2) The Committee shall consist of three (3) elected officials from each Party.
- 3) The quorum of the Committee is two (2) elected officials from each Party.
- 4) The Committee Chair shall alternate annually between the Parties.
- 5) The mandate of the Committee shall be to develop recommendations to the respective Councils of the Parties regarding intermunicipal service delivery and funding.
- 6) Notwithstanding Section 2(3), the Committee will meet on an as required basis.
- 7) The Chief Administrative Officers or designate(s) of each Party will be advisory staff to the Committee and responsible for developing agendas and recommendations on all matters. The Chief Administrative Officers or designate(s) will be responsible for forwarding all recommendations from the Committee to their respective Councils.
- 8) A Party may request a meeting of the Committee by giving at least thirty (30) calendar days' notice. Meeting requests will be directed to the Chief Administrative Officer for the respective Party.

4. GENERAL SERVICE PROVISION

- 1) The Parties have agreed that the best and most efficient way to provide services to residents is to continue providing services independently or through the various arrangements that each party currently has with their respective neighbours.

5. INTERMUNICIPAL SERVICE PROVISIONS

In congruence with the *Municipal Government Act*, the following section outlines the level of shared service provision between Sturgeon County and Thorhild County:

- 1) Emergency Services:
 - a) Sturgeon County and Thorhild County have a Mutual Aid Fire Agreement in place for mutual fire aid assistance to each Party on an as-needed basis. When a request for assistance is received or confirmed by the Requesting Party's Authorized Representative and the Supplying Party provides assistance, the Requesting Party shall compensate the Supplying Party for applicable labour and equipment as per the rates set out in current bylaws or policies of the Supplying Party.
 - b) The Parties shall, from time to time, arrange for the transfer of

information and records sufficient to enable the parties to effectively provide assistance when and if called upon. Each Party shall provide such information and documentation upon request being made, as noted above, prior to, during, after, and in anticipation of any request for assistance giving rise to the operation of the provisions of this Agreement.

- c) Sturgeon County and Thorhild County have a Peace Time Emergency Mutual Aid Agreement in place for mutual aid disaster services. Any one of the Parties to the agreement, if and when in need of help to combat a peacetime emergency, may request mutual aid from one or more of the other Parties. Any cost incurred in connection with the mobilization, movement and deployment of mutual aid resources will be borne by the municipality receiving the aid.
- 2) Other Services:
 - a) Sturgeon County and Thorhild County agree not to enter into an Intermunicipal Development Plan. It is agreed that each municipality shall refer discretionary Planning or Development matters within an 800m buffer of the neighbouring border to the neighbour municipality for review.

6. COLLABORATION PROCESS

- 1) In their present circumstance, neither Party intend to engage in future projects or agreements with one another in the foreseeable future, apart from mutual aid agreements that may be renewed or amended in the future. However, if a circumstance arises that one Party wishes to enter into an intermunicipal service agreement, sections 6(2) to 6(10) of this Framework procedure shall dictate the process.
- 2) In the event either Party believes the development of a new project and/or service may benefit residents of the other Party and require a cost-sharing agreement, the initiating Party's Chief Administrative Officer shall notify the other Party's Chief Administrative Officer of such a development and/or service being considered for construction or development.
- 3) The initial notification, as referenced in section 6(2) of this Framework, will include a general description of the project, estimated costs and timing of expenditure.
- 4) Once either Party has received notice of a new project, an Intermunicipal Committee meeting must be held within thirty (30) calendar days of the date the 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 and bring forward recommendations to the Parties' respective Councils as the final decision-making authorities. Both Sturgeon County and Thorhild County shall agree that time shall be of the essence throughout the Intermunicipal Committee meetings.
- 6) When developing service agreements, the Committee shall clearly identify which municipality will lead service delivery for the service(s).
 - 7) When developing service agreements, the Committee shall determine the appropriate funding for the service(s) being discussed.
 - 8) All future service agreements shall set out a process for discontinuing the service provided if one or both Parties wish to discontinue the service delivery.
 - 9) All future service agreements shall set out a time frame for the delivery of the service(s) been discussed including the start date of the service delivery.
 - 10) In the event that the Intermunicipal Committee is unable to reach an agreement, the dispute shall be dealt with through the procedure outlined within Section 7 of this document.

7. DISPUTE RESOLUTION

- 1) The Parties commit to resolving any disputes under the Intermunicipal Collaboration Framework in a non-adversarial, informal and cost-efficient manner.
- 2) The Parties agree to make all reasonable efforts to resolve any disputes by negotiation and agree to provide open and timely disclosure of relevant facts, information and documents to facilitate negotiations.
- 3) When a Party believes there is a dispute under the Intermunicipal Collaboration Framework and wishes to engage in dispute resolution, the Party must give written notice of the matters under dispute to the other Party.
- 4) If a dispute cannot be resolved to the satisfaction of the Parties within thirty (30) calendar days, the dispute will be referred to the Chief Administrative Officers of the Parties, or designates, to attempt to negotiate a resolution to the dispute.
- 5) If a dispute cannot be resolved to the satisfaction of the Parties within thirty (30) calendar days of the dispute being referred to the Chief Administrative Officers, the dispute will be referred to the Committee to attempt to negotiate a resolution to the dispute.

- 6) If a dispute cannot be resolved to the satisfaction of the Parties within sixty (60) calendar days of the dispute being referred to the Committee, the dispute will be referred to the Councils of both parties.
- 7) If a dispute cannot be resolved to the satisfaction of the Parties within sixty (60) calendar days of the dispute being referred to the Councils of the Parties, the dispute will be referred to a mediator acceptable to both parties, unless the Parties mutually agree not to mediate the dispute. The costs of mediation shall be shared equally between the Parties.
- 8) Mediation of a dispute shall be completed in a timely and efficient manner. If the dispute has not been resolved to the satisfaction of the Parties within three (3) months after the appointment of a mediator, and the Parties have not mutually agreed to extend the term of mediation, the mediation is deemed unsuccessful and shall be terminated.
- 9) If a dispute is not resolved through the above noted process, the Parties shall refer the matter to an arbitrator acceptable to both parties and the arbitration process described in Part 17.2 of the Municipal Government Act shall apply whether or not one year has passed after the Parties started the dispute resolution process in this Framework.

8. CORRESPONDENCE

- 1) Written notice under this Agreement shall be addressed as follows:

In the case of Sturgeon County to:

Sturgeon County
c/o Chief Administrative Officer
9613 – 100 Street
Morinville, AB T8R 1L9

In the case of Thorhild County to:

Thorhild County
c/o Chief Administrative Officer
Box 10
Thorhild, AB T0A 3J0