

BYLAW 1486/20

STURGEON COUNTY AND LAC STE. ANNE COUNTY INTERMUNICIPAL  
COLLABORATION FRAMEWORK

STURGEON COUNTY, MORINVILLE, ALBERTA

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A BYLAW OF STURGEON COUNTY, IN THE PROVINCE OF ALBERTA, TO ESTABLISH AN INTERMUNICIPAL COLLABORATION FRAMEWORK BETWEEN STURGEON COUNTY AND LAC STE. ANNE 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 Lac Ste. Anne 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 Lac Ste. Anne 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 Lac Ste. Anne County", attached and forming part of Bylaw 1486/20, is hereby adopted.
2. This Bylaw shall come into force and effect upon being passed.

**READ** a first time this 10<sup>th</sup> day of March, 2020.

**READ** a second time this 14<sup>th</sup> day of April, 2020.

**READ** a third time this 14<sup>th</sup> day of April, 2020.

"Original Signed"

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Alanna Hnatiw  
MAYOR

"Original Signed"

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Reegan McCullough  
COUNTY COMMISSIONER (CAO)

April 14, 2020

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DATE SIGNED

<p>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.</p>
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# **Intermunicipal Collaboration Framework**

**Between**

**Sturgeon County**



**and**

**Lac Ste. Anne County**



**WHEREAS,** Sturgeon County and Lac Ste. Anne County share a common boundary; and

**WHEREAS,** Sturgeon County and Lac Ste. Anne 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 Lac Ste. Anne County, and "Party" means any one of them.
  - d. The word "shall" is interpreted as meaning an obligatory direction.

## **2. TERMS 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. The Parties shall also meet no earlier than 90 calendar days and no later than 180 calendar days after a municipal election to review the terms of 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) 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 to develop 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 service provision between Sturgeon County and Lac Ste. Anne County:

- 1) Emergency Services:
  - a) Emergency Services are not jointly provided between Sturgeon County and Lac Ste. Anne County.
  - b) Notwithstanding Section 5(1)(a), Sturgeon County and Lac Ste. Anne County have a Mutual Fire Aid 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 at \$200.00 per apparatus for the first hour and \$150 per each additional hour.

2) Transportation:

- a) Transportation services are provided independently by both parties.
- b) Notwithstanding Section 5(2)(a), Lac Ste Anne County shall maintain the portion of Range Road 11 from Noyes Crossing north to south of Sandy Lake where the road allowance is no longer developed. All other portions of Range Road 11 shall be maintained by Sturgeon County.

3) Other Services:

- a) Sturgeon County and Lac Ste. Anne County agreed not to enter into an Intermunicipal Development Plan. It is agreed that each municipality shall refer discretionary Planning or Development matters within an 800 m buffer of the neighbouring boarder to the neighbour municipality for review.

## 6. COLLABORATION PROCESS

- 1) In their present circumstance, neither Party intends 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, Section 6(2) to 6(10) of this Framework 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 Lac Ste. Anne 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(s) provided if one or both Parties wish to discontinue in 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 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's Chief Administrative Officer or designate.
- 4) If a dispute cannot be resolved to the satisfaction of the Party's Chief Administrative Officer or designate within thirty (30) calendar days, the dispute will be referred to the Committee to attempt to negotiate a resolution to the dispute.

- 5) 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, unless the Committee mutually agrees to extend the timeline.
- 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 Councils of the Parties, the dispute will be referred to a mediator acceptable to both Parties, unless the Parties mutually agree no to mediate the dispute. The costs of mediation shall be shared equally between the Parties.
- 7) 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.
- 8) 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 Framework 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 Lac Ste. Anne County to:  
Lac Ste. Anne County  
c/o Chief Administrative Officer  
Box 219  
Sangudo, AB T0E 2A0