

BYLAW 1540/21
STURGEON COUNTY AND THE TOWN OF BON ACCORD INTERMUNICIPAL
COLLABORATION FRAMEWORK
STURGEON COUNTY, MORINVILLE, ALBERTA

A BYLAW OF STURGEON COUNTY TO ESTABLISH AN INTERMUNICIPAL COLLABORATION FRAMEWORK BETWEEN STURGEON COUNTY AND THE TOWN OF BON ACCORD.

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 the Town of Bon Accord 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 the Town of Bon Accord 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 as follows:

1. The "Intermunicipal Collaboration Framework between Sturgeon County and the Town of Bon Accord", attached to this Bylaw as Schedule "A", is hereby adopted.
2. If any portion of this Bylaw is declared invalid by a court of competent jurisdiction, then the invalid provision must be severed, and the remainder of this Bylaw is deemed valid.
3. This Bylaw shall come into force and effect upon being passed.

Read a first time this 23rd day of March, 2021.

Read a second time this 23rd day of March, 2021.

Read a third time this 23rd day of March, 2021.

"Original Signed"

Alanna Hnatiw
MAYOR

"Original Signed"

Reegan McCullough
COUNTY COMMISSIONER (CAO)

March 24, 2021

DATE SIGNED

Schedule "A"

Intermunicipal Collaboration Framework

Sturgeon County and The Town of Bon Accord

Bylaw No. 1540/21 for Sturgeon County
Bylaw No. 2021-02 for The Town of Bon Accord

WHEREAS Sturgeon County and the Town of Bon Accord share a common border; and

WHEREAS Sturgeon County and the Town of Bon Accord share common interests and are desirous of working together for the mutual benefit of their residents and landowners; and

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

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

1. DEFINITIONS

1. In this Framework, unless the context otherwise states:
 - a) **Committee** means the Intermunicipal Committee, as defined in Section 7 of this Framework.
 - b) **Cost-sharing Agreement** means a legally binding agreement entered into by the Parties that may include provisions related to the operation, maintenance, funding and capital improvement of the Municipal Service(s) specified.
 - c) **Framework** means this document, the Intermunicipal Collaboration Framework (ICF) entered into by Sturgeon County and the Town of Bon Accord, pursuant to Part 17.2 of the MGA.
 - d) **MGA** means the *Municipal Government Act*, RSA 2000, c M-26, as amended.
 - e) **Municipal Service** means any service provided by, or on behalf of, a Party that benefits their residents. These services may be provided independently by each Party, by a third party, or may be provided on an intermunicipal basis. Example services include, but are not limited to water and wastewater systems, solid waste systems, recreation, transportation, emergency services, gas distribution systems, etc.
 - f) **Parties** means, collectively, Sturgeon County and the Town of Bon Accord and **Party** means either one of them.
 - g) **Shall** means obligatory direction.
 - h) **The Town** means the Town of Bon Accord.
 - i) **The County** means Sturgeon County.

2. APPLICATION OF THIS FRAMEWORK

1. This Framework applies to Sturgeon County and the Town of Bon Accord. Under the MGA, Sturgeon County and the Town of Bon Accord are required to create a framework to address intermunicipal collaborations for Municipal Services by April 1, 2021.

3. TERMS AND REVIEW

1. This Framework shall come into force upon the passing of bylaws by Sturgeon County and the Town of Bon Accord adopting this Framework.
2. This Framework must be reviewed every four (4) years after its coming into force date (or within a shorter period of time, if agreed upon by the Parties). After review, if the Parties do not agree that this Framework continues to serve the interests of the Parties, the Parties must negotiate in good faith to create a replacement Framework.
3. This Framework may be amended by mutual consent of the Parties in writing. An amended Framework shall come into force on the passing of bylaws by Sturgeon County and the Town of Bon Accord adopting the amended Framework. Amended versions to this Framework shall supersede and replace all previous versions of this Framework.
4. When a Party believes there is a dispute under this Framework with respect to the interpretation, implementation, or application of the Framework, or a contravention or alleged contravention of this Framework, and wishes to engage in dispute resolution, the Dispute Resolution Process in Appendix A of this Framework shall apply.

4. PURPOSE

1. This Framework outlines an agreement between Sturgeon County and the Town of Bon Accord as required under Part 17.2 of the MGA.

5. EXISTING MUNICIPAL SERVICES

1. Sturgeon County and the Town of Bon Accord have agreed that the best and most efficient way to provide Municipal Services to residents is to continue providing services independently or through the various arrangements that each Party currently has with its respective neighbours or in the agreements included in Section 5 of this Framework.
2. The Town and the County have a history of working together to provide Municipal Services to residents on an intermunicipal basis. The following agreements are in place, or are intended to be negotiated and agreed upon by the Parties, for the following services to be provided to residents:
 - a. **Transportation**
 - i. The County maintains a gravel road in the Town (referred to as Highway 28 Service Road), north of Highway 28 and west of Rge Rd 240.

- ii. The Town and the County agree to work together in 2021 to discuss the development of an agreement to maintain the above noted road within the Town, adjacent to the County. If a new agreement is not finalized by December 31, 2021, and the Parties have not mutually agreed to extend negotiations, then the negotiations are deemed unsuccessful, and the Dispute Resolution process identified in Appendix A of this Framework shall be initiated.
- b. **Emergency Services**
 - i. The County and the Town entered into a 2017 – 2021 Fire Service Agreement dated December 20, 2016, for the County to provide firefighting and related services to the Town. The lead municipality is the County and the fees for services provided are in accordance with the agreement.
 - ii. The Town and the County developed a new Fire Services Agreement, subject to the approval of each Party's Council. If the new agreement is not ratified by December 31, 2021 and the municipalities have not mutually agreed to extend the negotiations, then the negotiations are deemed unsuccessful and the Dispute Resolution process identified in Appendix A of this Framework shall be initiated.
 - iii. The County and the Town, together with the Towns of Morinville, Legal, Redwater, and Gibbons, entered into the Sturgeon Regional Emergency Management Partnership Agreement, dated November 14, 2016. The lead municipality is the County and costs are paid in accordance with the agreement.
- c. **Recreation**
 - i. The Town and the County entered into a Recreation Cost-Sharing Agreement on June 7, 2016; this agreement expired on December 31, 2020. The Town and County developed a new recreation funding agreement and if the new agreement is not ratified by April 1, 2021, and the municipalities have not mutually agreed to extend negotiations, then the negotiations are deemed unsuccessful, and the Dispute Resolution process identified in Appendix A of this Framework shall be initiated.
- d. **Safety Codes Act**
 - i. The Town and the County, in conjunction with the Towns of Legal, Gibbons, and Redwater, signed an agreement to create a joint quality management plan that establishes responsibilities and minimum performance standards for providing compliance services under the Safety Codes Act, which was approved on January 28, 2020. The County is the lead municipality and there are no fees associated with this agreement.

e. **Peace Officer**

- i. The County provides Peace Officer Services to the Town under an agreement dated January 27, 2016. The County is the lead municipality, and the Peace Officer Services are provided on fees in accordance with the agreement. The Town and County developed a Peace Officer agreement and if the new agreement is not ratified by December 31, 2021, and the Parties have not mutually agreed to extend negotiations, then the negotiations are deemed unsuccessful, and the Dispute Resolution process identified in Appendix A of this Framework shall be initiated.

3. Goods and Services Tax (GST) shall be applied to all applicable Cost-Sharing Agreements, as required.

6. NEW INTERMUNICIPAL SERVICES

1. In the event that either Party wishes to initiate a new intermunicipal service, facility, or initiative, the initiating Party's Chief Administrative Officer will notify the other Party's Chief Administrative Officer of the following:
 - a) General project or initiative description; and
 - b) Envisioned scope.
2. Once either Party has received written notification on the desire to engage in discussion on a new intermunicipal service, facility, or initiative, a Committee meeting, organized by the initiating Party, must be held within ninety (90) calendar days of the date the written notice was received.
3. The Committee shall confirm the following criteria to the satisfaction of both Parties in accordance with Section 7(5) of this Framework, before a new intermunicipal service, facility, or initiative can be further pursued by the Committee:
 - a) Demonstrated community impact and support in both municipalities;
 - b) A joint planning model involving both municipalities; and
 - c) Demonstrated potential for intermunicipal efficiencies.
4. Pursuant to the completion of Section 6(3) of this Framework, the Committee shall develop a business plan and evaluate the following criteria as the basis for determining if a new service, facility, or initiative is desirous by both Parties:
 - a) Estimated cost (capital and operating) and long-term borrowing implications;
 - b) Appropriate funding and timing of expenditures for both Parties;
 - c) The level of projected use and benefit to the residents and ratepayers of both Parties;

- d) An implementation plan;
 - e) Which Party will manage the operations of the service, facility, or initiative;
 - f) The appropriate process for planning the agreed upon service(s);
 - g) A process and implications for discontinuing the service provided; and
 - h) A time frame for the delivery of the service(s) being discussed, including a start and end date of the service(s) delivery.
5. The cost associated with developing a business plan, as described in Section 6(4) of this Framework, shall be shared between the Parties based on the Committee's direction in assigning each Party a portion of the cost.
6. In addition to the Cost-sharing Agreements detailed in Section 5 of this Framework, the Parties agree to work collaboratively on additional services of regional importance to benefit residents as opportunities arise.
- a) These future opportunities may include, but are not limited to, Family and Community Support Services, physician recruitment, purchasing and procurement, efficiency reviews, and weed inspection.

7. INTERMUNICIPAL COMMITTEE

1. Sturgeon County and the Town of Bon Accord hereby create a recommending body known as the Intermunicipal Committee.
2. The Committee will meet on an as-required basis and will develop recommendations to the Councils of their respective municipalities on matters of strategic direction and cooperation affecting their Municipal Services, including:
 - a) Periodic review of this Framework as required under Section 3 of this Framework;
 - b) Matters as required under Section 6 of this Framework; and
 - c) Periodic review of the County and Town's existing Intermunicipal Development Plan.
3. The Committee shall consist of three (3) members from each Party's Council.
4. A member from either Party's Council shall chair the meetings on an alternating basis. The Chair shall be appointed by the Committee at the first meeting of the Committee and shall be a member from either Party's Council.
5. Decisions of the Committee shall be made by vote, with a majority required for approval.
6. Quorum for the purposes of Committee meetings shall be a minimum of two (2) members from each Party.

7. Incidental costs for Committee support shall be shared equally by the Parties.
8. The Chief Administrative Officers, and/or their designates, of the Parties will be advisory staff to the Committee and will be responsible to provide background information and recommendations, develop agendas and record the recommendations of the Committee on all matters, and forward all recommendations from the Committee to their respective Councils.
9. Meetings of the Committee can be called by either Party by the Chief Administrative Officer serving a written request for a Committee Meeting to the other Party's Chief Administrative Officer, advising the reason for requesting a meeting and providing options for meeting dates. The Committee will endeavour to meet at the earliest possible time, but no later than sixty (60) days after receipt of the written request. The requesting Party shall organize the meeting.

8. CORRESPONDENCE

1. Written correspondence under this Framework shall be addressed as follows:
 - a. In the Case of Sturgeon County to:
Sturgeon County
c/o Chief Administrative Officer
9613 – 100 Street
Morinville, AB T8R 1L9
 - b. In the case of the Town of Bon Accord to:
Town of Bon Accord
c/o Chief Administrative Officer
P.O. Box 779
Bon Accord, AB T0A 0K0
2. In addition to Section 8(1), notices may be sent by electronic mail to the Chief Administrative Officer of each municipality. If an email is received after 5PM on a Friday, it shall be deemed to be received the following business day.

IN WITNESS WHEREOF the Parties have affixed their corporate seals as attested by the duly authorized signing officers of the Parties, signed this _____ day of _____, 2021 at _____, Alberta.

STURGEON COUNTY

TOWN OF BON ACCORD

Mayor

Mayor

Chief Administrative Officer

Chief Administrative Officer

APPENDIX "A"

DISPUTE RESOLUTION PROCESS

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 Chief Administrative Officer of the other Party to attempt to negotiate a resolution to the dispute.
4. 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.
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.
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 not 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.