

PARKLAND COUNTY
PROVINCE OF ALBERTA

BYLAW 2018-12

BEING A BYLAW TO PROVIDE FOR THE PURPOSE OF ADOPTING AN INTERMUNICIPAL
COLLABORATION FRAMEWORK BETWEEN PARKLAND COUNTY AND BRAZEAU 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 Parkland County and Brazeau County have worked collaboratively on the preparation of an intermunicipal collaboration framework between both municipalities; and,

WHEREAS the Council of Parkland County deems it desirable and appropriate to adopt the Parkland County and Brazeau County Intermunicipal Collaboration Framework.

NOW THEREFORE the Council of Parkland County duly assembled and under the authority of the *Municipal Government Act*, as amended, hereby enacts the following:

1. That "Intermunicipal Collaboration Framework Between Parkland County and Brazeau County", attached and forming part of Bylaw 2018-12, is hereby adopted.
2. That Bylaw 2018-12 shall come into force and effect upon third reading by Council and shall remain in force until repealed or amended.

READ A FIRST TIME this 12th day of June, 2018.

READ A SECOND TIME this 12th day of June, 2018.

READ A THIRD TIME and finally passed this 10th day of July, 2018.

SIGNED AND PASSED this 10th day of July, 2018.



Mayor

Chief Administrative Officer

**Intermunicipal Collaboration Framework
Between
Parkland County
And
Brazeau County**

Bylaw 997-18 (Brazeau County)

Bylaw 2018-12 (Parkland County)

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WHEREAS, Parkland County and the Brazeau County share a common border; and

WHEREAS, Parkland County and the Brazeau 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 identifies the services provided by each municipality and the funding arrangements for these services.

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

1. Definitions

1. In this Agreement
 - a. "Committee" means Intermunicipal Collaboration Committee as defined in Section 3 of this Agreement.
 - b. "In Scope Services" means services that both parties may consider for joint cost sharing or management and are identified in Section 3 of this Agreement.
 - c. "Service agreement" means a legally binding agreement such as a Contract, Agreement or Memorandum of Understanding that is signed by both parties.
 - d. "Capital Costs" means new facilities, expansions to existing facilities and intensification of use of existing facilities.
 - e. "Intermunicipal Development Plan" in this agreement means the Parkland County / Brazeau County Intermunicipal Development Plan
 - f. "Out of Scope" means services that both parties have agreed will not form part of this Agreement and are defined in Section 3 of this Agreement.
 - g. "Party" means Brazeau County and Parkland County.
 - h. "Year" means the calendar year beginning on January 1st and ending on December 31st.

2. Term and Review

1. In accordance with the *Municipal Government Act*, this is a permanent Agreement and shall come into force on the passing of bylaws by both Counties.
2. This Agreement may be amended by mutual consent of both parties unless specified otherwise in this Agreement. Amended copies of this Agreement shall come into force on the passing of bylaws by both Counties.
3. Amended versions to this Agreement shall supersede and replace all previous versions of this Agreement.
4. It is agreed that Parkland County and Brazeau County shall meet at least once every four 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 the agreement.

3. Intermunicipal Cooperation

1. Parkland County and Brazeau County agree to create a recommending body known as the Intermunicipal Committee (hereinafter referred to as the Committee).
2. The Committee will meet on an as required basis and will develop recommendations to the Councils on all matters of strategic direction and cooperation affecting County residents, except matters where other current operating structures and mechanisms are operating successfully. "In scope services" to be considered in this agreement for potential future joint-cost sharing or management include:
 - a. Agriculture matters;
 - b. Emergency and emergency aid;
 - c. Fire service mutual aid agreements;
 - d. Intermunicipal and regional transportation issues including Transportation and Utility Corridors, truck and natural resource haul routes;
 - e. Long-term growth plans including the Intermunicipal Development Plan, municipal development plans, applicable area structure plans and other strategic studies;
 - f. Joint economic development initiatives related to agri-related businesses, renewable resources, and tourism;
 - g. Opportunities to coordinate water, wastewater and lagoons rates and usage;
 - h. Opportunities to coordinate engineering design standards;
 - i. Policing and bylaw enforcement matters;
 - j. Rural broadband delivery in both Counties;
 - k. Transportation and road network service provision addressing Township Road 510 between Highway 22 and the Pembina River; and,
 - l. The referral and circulation of major land use, subdivision and development proposals in either municipality which may impact the other municipality.
3. "Out of scope" topics to this agreement include solid waste provision, animal control, and municipal administration.
4. The Committee shall consist of four members, being two Councillors from each County.
5. The Chief Administrative Officers will be advisory staff to the Committee and responsible to develop agendas and recommendations on all matters. Chief Administrative Officers will be responsible for forwarding all recommendations from the Committee to their respective Councils.
6. Parties will give 30 calendar days of a notice for a meeting. Meeting requests will be directed to the Chief Administrative Officer for the respective municipality.

4. Service Delivery

1. Where the Committee desires a joint cost sharing or management agreement on any of the items identified as "in scope services", a service agreement shall be required to be developed on that specific item.
2. When developing service agreements, the Committee shall clearly identify which municipality will lead service delivery for the service(s).
3. When developing service agreements, the Committee shall determine the appropriate funding for the service(s) being discussed.
4. All future service agreements shall set out a process for discontinuing the service provided if one or both Counties wish to discontinue in the service delivery.
5. All future service agreements shall set out a time frame for the delivery of the service(s) being discussed including the start and end date of the service delivery.

5. Municipal Services

5.A Understanding of Services provided by each municipality to residents

1. Parkland County and Brazeau County have agreed that the best and most efficient way to provide services to residents is to continue providing services through the various arrangements that each County currently has with their respective neighbours.
2. Parkland County and Brazeau County have agreed that each County will provide the following services for their residents independently:
 - a. Parkland County
 - i. Affordable Housing
 - ii. Agricultural Services
 - iii. Animal Control
 - iv. Assessment Services
 - v. Bylaw Enforcement
 - vi. Communications
 - vii. Emergency Response Services
 - viii. Information Technology
 - ix. Municipal Administration
 - x. Purchasing / Procurement Services
 - xi. Policing Services
 - xii. Recreation
 - xiii. Rural road maintenance
 - xiv. Transportation
 - xv. Water and Wastewater
 - xvi. Solid Waste
 - b. Brazeau County

- i. Agricultural Services
- ii. Animal Control
- iii. Assessment Services
- iv. Bylaw Enforcement
- v. Cemeteries
- vi. Economic Development and Tourism
- vii. Emergency Response Services
- viii. Emergency preparedness education
- ix. Emergency Management
- x. Information Technology
- xi. Municipal Administration
- xii. Policing Services
- xiii. Public Communications
- xiv. Recreation
- xv. Rural road maintenance
- xvi. Transportation management and maintenance
- xvii. Water and Wastewater
- xviii. Solid Waste

5.B Existing service agreements between both municipalities

1. The Counties have worked collaboratively in the past with the following agreements to serve residents of both counties. Where agreements have lapsed, the Committee may desire to review and renew agreements:
 - a. Fire Services and Fire Dispatch
 - Parkland County and Brazeau County has a mutual aid agreement in place (1989) for fire service response to serve residents of both counties.
 - Parkland County and Brazeau County have an agreement in place (2013) for the provision of Fire Dispatch services.
 - b. Mutual Aid Agreement
 - Parkland County and Brazeau County have an agreement in place (1989) for peacetime disaster mutual aid provision.
 - c. Intellectual Properties
 - Parkland County and Brazeau County have an agreement in place (2014) for the sharing of intellectual properties as it relates to the design, build and operation of a rural communications network.

- d. Working Alone
 - Parkland County and Brazeau County have an agreement in place (2014) for the monitoring of staff working alone.
- e. Cams Agreement
 - Parkland County and Brazeau County have an agreement in place on the GPS positioning of Brazeau County Community Peace Office (CPO) vehicles including mapping.

6. Land Use

1. Matters of a land use and development nature impacting both Counties shall be guided by policies set out in the Parkland County / Brazeau County Intermunicipal Development Plan. Where policies may not be covered by the Intermunicipal Development Plan, both Counties shall refer to policies in their respective municipal development plans and other statutory plans.

7. Collaboration Process

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 Chief Administrative Officer will notify the other County's Chief Administrative Officer.
2. Once either municipality has received written notice of a new project, an Intermunicipal Committee meeting must be held within 30 calendar days of the date the written notice was received, unless both Chief Administrative Officers agree otherwise.
3. The Intermunicipal Committee will be the forum used to address and develop future mutual aid agreements and/or cost sharing agreements. 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 9 of this document.
4. Future projects or initiatives to explore by the Committee are included in Appendix One of this Agreement. This list may be updated from time to time as agreed to by the Intermunicipal Committee.
5. Collaboration between Parkland County and Brazeau County to capitalize on legacy and past practices information sharing.

8. Indemnity

1. Parkland County shall indemnify and hold Brazeau County, its employees and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of Parkland County, its employees or agents in the performance of this Agreement.

2. Brazeau County shall indemnify and hold harmless Parkland County, its employees and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of Brazeau County, its employees or agents in the performance of this Agreement.

9. Dispute Resolution

1. Brazeau County and Parkland County commit to resolving any disputes in a non-adversarial, informal and cost-efficient manner.
2. Both 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. Any dispute arising out of the implementation of this Agreement will firstly be addressed by the administrations of both Brazeau County and Parkland County. 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.
4. 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.
5. Where a dispute cannot be resolved to the satisfaction of the Intermunicipal Committee after thirty (30) calendar days, the dispute will be referred to the Mayor/Reeve and Council of both Counties.
6. Where a dispute cannot be resolved to the satisfaction of the Mayor/Reeve and Council of both Counties, Parkland County and Brazeau County will seek the assistance of a mediator acceptable to both parties. The costs of mediation shall be shared equally between the Counties.
7. In the event that a dispute cannot be resolved through steps outlined above, the dispute may be referred to a single arbitrator mutually acceptable to both parties. Failing mutual agreement, either party may apply to a Judge of the Court of Queen's Bench of Alberta to appoint an arbitrator whose decision shall be final and binding upon both parties.
8. The costs of arbitration shall be shared equally between the Counties.
9. For all development, subdivision or planning matters Intermunicipal disputes shall follow agreed to processes outlined in the Parkland County / Brazeau County Intermunicipal Development Plan and the *Municipal Government Act*. In situations where the approved Intermunicipal Development Plan is in conflict with the *Municipal Government Act* as it pertains to intermunicipal disputes, provisions in the *Municipal Government Act* shall prevail.

10. Dispute Resolution Process Chart

STEP 1: ADMINISTRATION
County administrations to resolve dispute through negotiation.
Timeline: Thirty (30) calendar days

STEP 2: CAO
County CAO's to resolve dispute through negotiation.
Timeline: Thirty (30) calendar days

STEP 3: Intermunicipal Committee
Intermunicipal Committee to resolve dispute through negotiation.
Timeline: Thirty (30) calendar days

STEP 4: Mayor/Reeve and Council
Intermunicipal Committee to resolve dispute through negotiation.

STEP 5: Mediation
Both Counties to retain a mutually agreed to mediator to resolve dispute through mediation.

STEP 6: Formal Arbitration
Both Counties to retain a mutually agreed to arbitrator to resolve dispute through formal arbitration.

Notes

STEP 4 timelines to be determined mutually by both Councils.

STEP 5 timelines to be identified at the mediation stage.

STEP 6 timelines to be identified at formal arbitration. Decisions of an arbitrator are final and binding on both parties.

11. Correspondence

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

- a. In the case of Parkland County to:

Parkland County
c/o Chief Administrative Officer
53109A – Hwy 779
Parkland County, AB T7Z 1R1

- b. In the case of the Brazeau County to:

Brazeau County
c/o Chief Administrative Officer
Box 77, 7401 Twp Rd 494
Drayton Valley, AB T7A 1R1

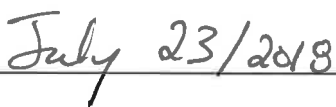
12. Authorizations

Signed and dated on:



Mike Heck, CAO, Parkland County

Jocelyn Whaley, CAO, Brazeau County

Date

Date

Appendix One: Potential Areas for future joint projects and initiatives

1. Alignment of tower coverage for communications and IT services
2. Fire dispatch and 911 agreements
3. FCSS
4. Recreation facilities and services
5. Organics Facility
6. Airport (fire training facility)
7. Subcontract on DISP properties
8. Assessment services
9. Joint Wastewater – wetlands / evaporative systems
10. Emergency Social Services Mutual Aid
11. Reciprocal notice on boundary Weed Notices/Enforcements
12. Bylaw Enforcement (Mutual Aid / Services Agreement)
13. Regional Economic Development
14. Road Stabilization of Haul route: Highway 624 from Range Road 70 to Range Road 64