

PARKLAND COUNTY
PROVINCE OF ALBERTA

BYLAW 2018-16
BEING A BYLAW TO PROVIDE FOR THE PURPOSE OF ADOPTING AN INTERMUNICIPAL
COLLABORATION FRAMEWORK BETWEEN PARKLAND COUNTY AND YELLOWHEAD 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;

WHEREAS Parkland County and Yellowhead County have worked collaboratively on the preparation of an intermunicipal collaboration framework between both municipalities;

WHEREAS the Council of Parkland County deems it desirable and appropriate to adopt the Parkland County and Yellowhead 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 Yellowhead County", attached and forming part of Bylaw 2018-16, is hereby adopted.
2. That Bylaw 2018-16 shall come into force and effect upon third reading by Council and shall remain in force until repealed or amended.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 10th day of July, 2018.

READ A SECOND TIME this 10th day of July, 2018.

READ A THIRD TIME and finally passed this 9th day of October, 2018.

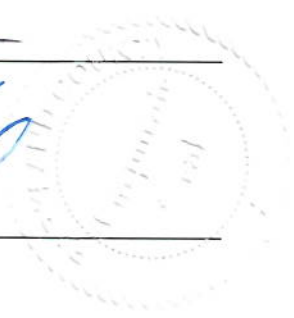
SIGNED AND PASSED this 9th day of October, 2018.



Mayor



Chief Administrative Officer



**Intermunicipal Collaboration Framework
Between
Parkland County
And
Yellowhead County
Bylaw 2018-16 (Parkland County)
Bylaw 15.18 (Yellowhead County)**

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WHEREAS, Parkland County and Yellowhead County share a common border; and

WHEREAS, Parkland County and Yellowhead 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 / Yellowhead 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 Yellowhead 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 the 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 Yellowhead County shall meet at least once every five years, or upon request by either party, to review the terms and conditions of the agreement.

3. Intermunicipal Cooperation

1. Parkland County and Yellowhead 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. Future economic development initiatives along Cowboy Trail (Highway 22)
3. Out of scope topics to this agreement include:
 - a. technology and telecommunication alignment between municipalities
4. The Committee shall consist of four members, being one Mayor and one Councillor 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 Yellowhead 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 Yellowhead 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 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. Yellowhead County
 - i. Agricultural Services
 - ii. Animal Control
 - iii. Assessment Services
 - iv. Bylaw Enforcement
 - v. Communications
 - vi. Emergency Services
 - vii. Information Technology
 - viii. Municipal Administration
 - ix. Purchasing / Procurement Services
 - x. Policing Services
 - xi. Recreation
 - xii. Rural Road Maintenance
 - xiii. Transportation
 - xiv. Water and Wastewater
 - xv. 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 Agreement
 - An agreement is in place (2016) for the provision of fire protection by Yellowhead County for lands in Parkland County (Parkland County Fire District 5).
 - b. Cost Sharing on Maintenance and Operations of Facilities
 - Parkland County and Yellowhead County have an agreement in place (2011) for cost sharing for maintenance, capital improvements, and operations of facilities that benefit residents of both counties (Pembina Arena, Entwistle pool).
 - c. Family and Community Support Services (2014)
 - Parkland County and Yellowhead County have an agreement in place (2014) for the sharing of operational costs associated with delivery of preventative and social programs to serve residents of both counties.

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 / Yellowhead 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 7 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.

8. Indemnity

1. Parkland County shall indemnify and hold harmless Yellowhead 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. Yellowhead 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 Yellowhead County, its employees or agents in the performance of this Agreement.

9. Dispute Resolution

1. Yellowhead 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 Yellowhead 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 and Council of both Counties.
6. Where a dispute cannot be resolved to the satisfaction of the Mayor and Council of both Counties, Parkland County and Yellowhead 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 / Yellowhead County Intermunicipal Development Plan and the *Municipal Government Act*. In situations where the 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



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:

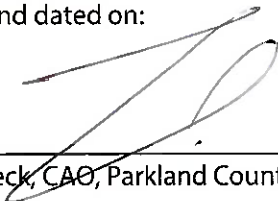
Parkland County
c/o Chief Administrative Officer
53109A – Hwy 779
Parkland County, AB T7Z 1R1

b. In the case of the Yellowhead County to:

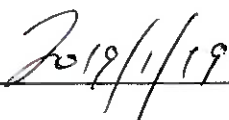
Yellowhead County
c/o Chief Administrative Officer
2716 - 1 Avenue
Edson, AB. T7E 1N9

12. Authorizations

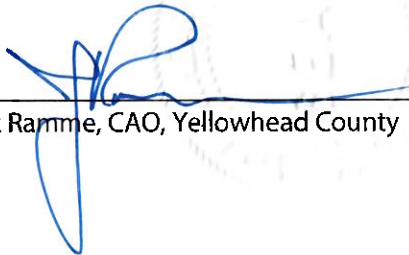
Signed and dated on:



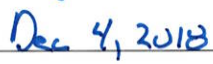
Mike Heck, CAO, Parkland County



Date



Jack Ramme, CAO, Yellowhead County



Date

Appendix One: Potential areas for future joint projects and initiatives

No items identified at this time.