

LAC STE ANNE COUNTY
Province of Alberta

BYLAW NO. 09-2021

**INTERMUNICIPAL COLLABORATION FRAMEWORK BETWEEN
THE COUNTY OF BARRHEAD AND LAC STE. ANNE COUNTY**

A BYLAW OF THE COUNTY OF Lac Ste. Anne, in the Province of Alberta, to establish an Intermunicipal Collaboration Framework between the County of Barrhead and Lac Ste. Anne County.

WHEREAS the *Municipal Government Act*, RSA 2000, c. M-26, as amended, pursuant to Section 708.28, authorizes Council to work collaboratively with neighbouring municipalities to ensure the efficient provision of municipal services for all residents; and

WHEREAS the County of Barrhead and Lac Ste. Anne County have worked collaboratively on the preparation of an Intermunicipal Collaboration Framework between both municipalities; and

WHEREAS the Council of Lac Ste. Anne County deems it desirable and appropriate to adopt the County of Barrhead and Lac Ste. Anne County Intermunicipal Collaboration Framework.

NOW THEREFORE, the Council of Lac Ste. Anne County in the Province of Alberta, and under the authority of the *Municipal Government Act*, as amended, enacts as follows:

1. TITLE

1.1 This Bylaw may be known as the Intermunicipal Collaboration Framework between the County of Barrhead and Lac Ste. Anne County Bylaw.

2. PURPOSE

2.1 The "Intermunicipal Collaboration Framework between the County of Barrhead and Lac Ste. Anne County", attached as Schedule "A" and forming part of Bylaw 09-2021 is hereby adopted.

3. FORCE & EFFECT

3.1 The invalidity of any section, clause, sentence, or provision of this bylaw shall not affect the validity of any other part of this bylaw, which can be given effect with such invalid part or parts.

3.2 This Bylaw shall come into full force and take effect upon third and final reading by Council and shall remain in force until repealed or amended.

FIRST READING GIVEN THE 25 DAY OF February 2021.

SECOND READING GIVEN THE 25 DAY OF February 2021.

THIRD READING GIVEN THE 25 DAY OF February 2021.

Reeve

County Manager

Schedule A

A large, handwritten signature in dark ink, appearing to be 'John', is written across the lower portion of the page. The signature is somewhat stylized and cursive.

Intermunicipal Collaboration

Framework Between

County of Barrhead No. 11

and

Lac Ste. Anne County



WHEREAS, County of Barrhead No. 11 and Lac Ste. Anne County share a common boundary; and

WHEREAS, County of Barrhead No.11 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

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 County of Barrhead No. 11 and Lac Ste. Anne County, and "Party" means any one of them.
- d. 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 contained in 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, hereinafter referred to as the "Committee".
- 2) The Committee shall consist of two (2) elected officials from each Party.
- 3) The Committee Chair shall alternate between the Parties.
- 4) The mandate of the Committee shall be to develop recommendations to the respective Councils of the Parties regarding intermunicipal service delivery and funding.
- 5) The Committee will meet on an as required basis.
- 6) 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.
- 7) A Party may request a meeting of the Committee on giving at least 30 calendar days' notice. Meeting requests will be directed to the Chief Administrative Officer for the respective Party.

4. GENERAL SERVICE PROVISION

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 PROVISION

In congruence with the *Municipal Government Act*, the following section outlines the level of service provision between County of Barrhead and Lac Ste. Anne County:

- 1) Protective Services:
 - a) County of Barrhead and Lac Ste. Anne County have a Mutual Fire Aid Agreement in place for mutual fire aid assistance to each party on an as requested basis. When a request for assistance is confirmed by the Requesting Party's Authorized Representative and the Supplying Party provides assistance, the Requesting Party shall compensate the Supplying Party as requested for all applicable labour and equipment as per the rates set out in current bylaws or policies of the Supplying Party.
 - b) County of Barrhead contracts Lac Ste. Anne County to provide Community Peace Officer and Bylaw Enforcement services for the County of Barrhead on a fee for service basis outlined in the 2016 Peace Officer Services Agreement
- 2) Utility Services
 - a) Lac Ste Anne County agrees to allow County of Barrhead No. 11 residents to dispose of their effluent into Lac Ste. Anne County Northeast Lagoon subject to the agreed upon terms and conditions outlined in January 31 2011 agreement.

6. COLLABORATION PROCESS

- 1) 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 requires 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 and/or service, an Intermunicipal Committee meeting must be held within 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 cost-sharing agreements and bring forward recommendations to the Party's respective Councils as the final decision-making authorities. Both Parties shall agree that time shall be of the essence throughout the 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 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 Councils are unable to reach an agreement, the dispute shall be dealt with through the procedure outlined within Section 7 of this Framework.

7. DISPUTE RESOLUTION

- 1) The Parties commit to resolving any disputes under the Framework in a non-adversarial, informal and cost-efficient manner.
- 2) Both parties shall make all reasonable efforts to resolve all disputes by negotiation and agree to provide open and timely disclosure of relevant facts, information and documents to facilitate negotiations.
- 3) Any dispute arising out of the interpretation, implementation of this Framework or any contravention or alleged contravention of this Framework will firstly be addressed by the administrations of both Parties. Where a dispute cannot be resolved to the satisfaction of both Parties after 30 calendar days, the dispute will be referred to the Chief Administrative Officers of both Parties.
- 4) Where a dispute cannot be resolved to the satisfaction of both Parties Chief Administrative Officers after 30 calendar days, the dispute will be referred to the Committee to attempt to negotiate a resolution to the dispute, unless both Chief Administrative Officers agree to extend the timeframe.
- 5) Where a dispute cannot be resolved to the satisfaction of the Committee after 60 calendar days, the dispute will be referred to the Councils of both Parties, unless the Committee agrees to extend this timeframe.
- 6) Where a dispute cannot be resolved to the satisfaction of the Councils of both Parties within 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 or agree to extend the 60 calendar day timeline. 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 the mediation, the mediation is deemed unsuccessful and shall be terminated.
- 8) In the event that a dispute cannot be resolved through the above noted provisions, the arbitration processes contained in Part 17.2 of the *Municipal Government Act* shall apply whether or not one (1) year has passed after the Parties started the dispute resolution process in this Framework.

8. CORRESPONDENCE

Written notice under this Framework shall be addressed as follows:

In the case of Barrhead County to:

**County of Barrhead No. 11
c/o Chief Administrative
Officer 5306 49St.
Barrhead, AB . T7N
1N5**

In the case of Lac Ste. Anne County to:

**Lac Ste. Anne County
c/o Chief Administrative
Officer
Box 219
Sangudo, AB T0E
2A0**