

BYLAW NO. 19-11-432

IN THE PROVINCE OF ALBERTA BEING A BYLAW OF THE COUNTY OF NORTHERN LIGHTS

FOR THE PURPOSE OF ADOPTING CLEAR HILLS COUNTY/COUNTY OF NORTHERN LIGHTS INTERMUNICIPAL COLLABORATION FRAMEWORK (ICF), PURSUANT TO THE MUNICIPAL GOVERNMENT ACT, BEING CHAPTER M-26 OF THE STATUTES OF ALBERTA 2000, AND AMENDMENTS THERETO

WHEREAS Section 708.28(1) of the Municipal Government Act, being Chapter M-26 of the Statutes of Alberta, as amended, mandates that municipalities that have common boundaries must create an Inter-municipal Collaboration Framework with each other that identifies the services provided by each municipality, which services are best provided on an inter-municipal basis, and how services to be provided on an inter-municipal basis will be delivered and funded;

AND WHEREAS County of Northern Lights and Clear Hills County share a common border;

AND WHEREAS County of Northern Lights and Clear Hills share common interest and are desirous of working together to provide services to their residents;

THEREFORE, BE IT RESOLVED, that the County of Northern Lights Council, in the Province of Alberta, adopts the Clear Hills County/County of Northern Lights Inter-Municipal Collaboration Framework, being the document attached hereto and forming part of this Bylaw.

That Bylaw No. 19-11-432 may be cited as the 'Clear Hills County/County of Northern Lights Intermunicipal Collaboration Framework (ICF) Bylaw'; and

That Bylaw No. 19-11-432 shall come into effect upon Third and Final Reading by Council.

READ for a FIRST time this 27th day of August 2019.

READ for a SECOND time this 27th day of August 2019.

READ for a THIRD AND FINAL time this 27th day of August 2019.



Chief Elected Official



Chief Administrative Officer



Schedule "A"

County of Northern Lights & Clear Hills County Intermunicipal Collaboration Framework Agreement August, 2019

Clear Hills County Bylaw # 244-19

County of Northern Lights Bylaw # 19-11-432

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1. Introduction
 - 1.1 It is recognized that County of Northern Lights & Clear Hills County share a common border, share common interests and are desirous of collaborating to provide services to their residents and ratepayers.
 - 1.2 Furthermore, the *Municipal Government Act* requires that municipalities that have a common boundary must create a framework with one another that identifies the services provided on an intermunicipal basis, how they will be delivered, who will lead the delivery of the service(s), how the funding arrangements for these services will occur, and identify the timeframe for implementation of those services provided on an intermunicipal basis.
 - 1.3 In this respect, the Parties agree as follows:
2. Definitions
 - 2.1 In this Agreement
 - a. "Committee" – means Intermunicipal Collaboration Committee as defined in Section 4 of this Agreement.
 - b. "Service Agreement" – means a legally binding agreement that is signed by both Parties. E.g. a contract, memorandum of agreement, or memorandum of understanding.
 - c. "Expiry Date" – means the date that this Agreement expires which is five years from the date of passage of matching ICF Bylaws.
 - d. "Parties" – means the County of Northern Lights and Clear Hills County.
 - e. "Term of the Agreement" – means five years from passage of matching ICF Bylaws.
3. Term and Review
 - 3.1 In accordance with the *Municipal Government Act*, this Intermunicipal Collaboration Framework shall constitute an Agreement between the Parties and shall come into force and effect on the final passing of matching bylaws by both Parties.
 - 3.2 This Framework may be amended by mutual consent of both Parties. Amendments to this Agreement shall come into force on the passing of matching resolutions by both Parties and shall be added as an Addendum to this Agreement.
 - 3.3 It is agreed by the Parties they shall meet at least once during the Term of the Agreement commencing no later than 180 days before the Expiry Date of this Agreement.
 - 3.4 It is further agreed that upon request by either Party, the Committee shall also meet.
4. Intermunicipal Cooperation
 - 4.1 The Parties agree to create a recommending body known as the Intermunicipal Collaboration Committee (hereinafter referred to as the Committee).
 - 4.2 The Committee shall meet on an as required basis and will develop recommendations to the Councils on all matters of strategic direction and cooperation affecting the residents and ratepayers of both Parties.
 - 4.3 The Committee shall consist of four (4) elected members (two from each Party).
 - 4.4 The CAO's will be responsible to develop agendas and recommendations on all matters. CAO's will be responsible for forwarding all recommendations from the Committee to their respective Councils.

4.5 Further to Article 3.4 of this Agreement, either Party by giving at least 30 days notice may trigger the requirement for the Committee to hold a meeting. Meeting requests shall be directed to the CAO for the respective municipality.

5. Service Delivery

5.1 When one Party desires to enter into a new joint servicing arrangement, a Service Agreement shall be required to be developed on that specific service.

5.2 When developing Service Agreements for each Council's consideration, the Committee shall discuss and clearly identify which municipality will lead service delivery for the service(s)-and determine the appropriate funding model for the service(s) being discussed.

5.3 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.

5.4 All future Service Agreements shall set out a timeframe for the delivery of the service(s) being discussed including the start and end date for the agreement.

6. Services Inventory

6.1 Both Parties have reviewed the services offered to residents and ratepayers. Based upon the review it has been determined that each Party will continue to provide the following services to their residents and ratepayers independently unless otherwise specified:

a. County of Northern Lights

Transportation Services

- Road Maintenance (6 in house grader beats)
- Road Construction

Water and Wastewater Services

- Water Treatment Plants & Distribution Systems
- Lagoons
- Wastewater Collection & Treatment

• Emergency Services

- Fire Services

Recreation Services

- Playgrounds

Solid Waste Services

- Keg River Landfill

Other Services

- Administration (Finance, Payroll, Human Resources, Procurement)
- Agricultural Services
- Airport
- Assessment Services
- Communications
- Economic Development
- Facilities Maintenance
- Fleet Maintenance
- GIS Services
- Legislative Services
- Pest Control
- Risk Management
- Weed Control

b. Clear Hills County

Transportation Services

- Road Maintenance
- Road Construction

Water and Wastewater Services

- Water Treatment Plants & Distribution Systems
- Lagoons
- Wastewater Collection & Treatment

Solid Waste Services

- Recycling Collection
- Waste Transfer Stations

Emergency Services

- Fire Services

Recreation Services

- Recreation Boards
- Cemeteries
- Peace Library System
- Non-profit Societies (FCSS programs and activities)
- Parks and Recreation (campgrounds, parks, playgrounds)

Other Services

- Administration (Finance, Payroll, Human Resources, Procurement)
- Agricultural Services
- Assessment Services
- Bylaw Enforcement Services
- Communications
- Economic Development
- Emergency Services (Fire Protection, Peace Officer)
- Facilities Maintenance
- Family and Community Support Services (FCSS)
- GIS Services, Fleet Maintenance (maintenance)
- IT/Data Management
- Land Use Planning (Permitting, Subdivisions)
- Legislative Services
- Pest Control
- Risk Management
- Solid Waste (Waste Transfer Stations, Recycling Collection)
- Transportation (Road Maintenance, Road Construction, Signs Installation & Maintenance, Dust Control, Private Driveways Snow plow Services)
- Water (Water Treatment Plants & Distribution Systems)
- Wastewater (Lagoons, Wastewater Collection & Treatment)
- Weed Control

6.2 The Parties also have distinct municipal services provided by a Third Party:

a. County of Northern Lights

Transportation Services

- Road construction and maintenance (4 contract grader beats)

Water and Wastewater Services

- Town of Manning water treatment plant

Solid Waste Services

- Transfer stations – Long Lake Regional Waste Management Commission
- Landfill – Long Lake Regional Waste Management Commission

Emergency Services

- Vehicle Extraction and Medical First Responders Services (select areas)
- Emergency Fire Dispatch Services Agreement - City of Grande Prairie
- Mutual Aid Fire Agreement – North Peace Region

Recreation Services

- Recreation Facilities – Town of Manning, Town of Grimshaw, Town of Peace River
- County of Northern Lights North Recreation Board
- County of Northern Lights South Recreation Board
- Snowmobile Trails – Peace Valley Snow Riders

Other Services

- Cemeteries – various private contractors/Churches
- Library Services – Library Boards Dixonville & Keg River
- Library Services – Peace Library System
- Family Community Support Services – Town of Manning, Town of Grimshaw, Town of Peace River
- IT & GIS Support – contractor
- Planning and Development support and advice – contractor
- Seniors Housing – North Peace Housing Foundation

b. Clear Hills County

Transportation Services

- 7 Contracted Grader Beats
- Contracted Gravel Program
- Contracted Culvert Maintenance Program

Water and Wastewater Services

- n/a

Solid Waste Services

- NPRL
- Clear Hills Waste Management

Emergency Services

- n/a

Recreation Services

- Snowmobile Trails – Peace Valley Snow Riders

Other Services

- Recreation Boards
- Cemeteries
- Peace Library System
- Non-profit Societies (FCSS programs and activities)
- Parks and Recreation (campgrounds, parks, playgrounds)
- Seniors Housing – North Peace Housing Foundation

6.3 The Parties have worked collaboratively in the past with the following agreements to service residents and ratepayers of both municipalities. It is further acknowledged the Parties have reviewed the existing agreements and have determined that these are the most appropriate municipal services to be delivered in a shared manner.

a. Emergency Services - Northwest Alberta Emergency Resource Agreement (Multiple signatories)

- The purpose of this agreement is to provide the ability for signatories to access needed resources to mitigate or support emergency response initiatives from sources outside predetermined mutual aid agreements.
- The supplying Party providing assistance and/or equipment shall be compensated at those agreed upon standard rates that are approved from time to time by each Party.
- Term of the Agreement: July 2016 – no Expiry Date

6.4 Both Parties acknowledge and agree that they may from time to time provide financial assistance to not for profit organizations functioning outside their jurisdictional boundaries.

6.5 Both Parties acknowledge they are members of not for profit organizations delivering services for the benefit of their residents and ratepayers.

7. Land Use

7.1 As per Section 708.3 (1) of the *Municipal Government Act*, R.S.A. 2000, Chapter M-26, a framework is not complete for the purposes of Section 708.29 unless the councils of the municipalities that are parties to the framework have also adopted an intermunicipal development plan under Section 631 or an intermunicipal development plan is included as an appendix to the framework. To comply with this section of the MGA, an IDP which both municipalities agree to, will be attached to the ICF in the appendices whereby the bylaw adopting the ICF will also adopt the IDP.

7.2 Matters of a land use and development nature impacting either Party shall be guided by

policies set out in their respective Municipal Development Plans and/or other statutory plans.

8. Collaboration Process

- 8.1 Either Party may initiate the development of a new capital project and/or new service it deems to be critical or essential and that may be beneficial to both Parties. Prior to submitting a formal written notice for a new cost-sharing agreement, the initiating Party's CAO will consult and seek informal support from the other Party's CAO.
- 8.2 Once either municipality has received written notice of a new capital project or new service, an Intermunicipal Collaboration Committee meeting must be held within 30 days of the date the written notice was received, unless both CAO's agree otherwise.
- 8.3 The Intermunicipal Collaboration Committee will be the forum used to address and develop future Service Agreements and/or cost sharing arrangements.
- 8.4 Both Parties recognize that the decision to participate in or not participate in a project/arrangement ultimately lies with the respective municipal councils.

9. Indemnity

- 9.1 County of Northern Lights shall indemnify and hold harmless Clear Hills County, its employees and agents from all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of County of Northern Lights, its employees or agents in the performance of this Agreement.
- 9.2 Clear Hills County shall indemnify and hold harmless County of Northern Lights, its employees and agents from all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of Clear Hills County, its employees or agents in the performance of this Agreement.

10. Binding Dispute Resolution Process

- 10.1 Both Parties agree to adopt the model dispute resolution provisions as set out in the Schedule attached to the ICF Regulation.
- 10.2 Both Parties agree to abide by the Duty to Act in Good Faith provisions contained in the ICF Regulation.

11. General

- 11.1 Headings in this Agreement are for reference purposes only.
- 11.2 Words in the masculine gender will include the feminine gender whenever the context so requires and vice versa.
- 11.3 Words in the singular shall include the plural or vice versa whenever the contest requires.
- 11.4 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.
- 11.5 Should any provisions of this Agreement become invalid, void, illegal or otherwise unenforceable, it shall be considered separate and severable from the agreement and the remainder shall remain in force and be binding as though such provisions had not been invalid.

12. Correspondence

12.1 Written notice under this Agreement shall be addressed as follows:

- a. In the case of County of Northern Lights to:

County of Northern Lights
c/o Chief Administrative Officer
Box 10
Manning AB T0H 2M0

- b. In the case of Clear Hills County to:

Clear Hills County
c/o Chief Administrative Officer
Box 240,
Worsley, AB T0H 3W0

Authorizations

Signed and dated on:


Terry Ungarian, Reeve
County of Northern Lights


Myron Croy, Reeve
Clear Hills County


Theresa Van Oort, CAO
County of Northern Lights


Allan Rowe, CAO
Clear Hills County

Date Aug 27/19

Date Aug 13, 2019

APPENDICES

Appendix A: Model Dispute Resolution Provisions Schedule

1. Definitions
 - 1.1 In this Schedule,
 - a. "Initiating Party" means a party who gives notice under section 2 of this Schedule;
 - b. "Mediation" means a process involving a neutral person as a mediator who assists the parties to a matter and any other person brought in with the agreement of the parties to reach their own mutually acceptable settlement of the matter by structuring negotiations, facilitating communication and identifying the issues and interests of the parties;
 - c. "Mediator" means the person or persons appointed to facilitate by mediation the resolution of a dispute between the parties.
2. Notice of dispute
 - 2.1 When a party believes there is a dispute under a framework and wishes to engage in dispute resolution, the party must give written notice of the matters under dispute to the other parties.
3. Negotiation
 - 3.1 Within 14 days after the notice is given under section 2 of this Schedule, each party must appoint a representative to participate in one or more meetings, in person or by electronic means, to attempt to negotiate a resolution of the dispute.
4. Mediation
 - 4.1 If the dispute cannot be resolved through negotiations, the representatives must appoint a mediator to attempt to resolve the dispute by mediation.
 - 4.2 The initiating party must provide the mediator with an outline of the dispute and any agreed statement of facts.
 - 4.3 The parties must give the mediator access to all records, documents and information that the mediator may reasonably request.
 - 4.4 The parties must meet with the mediator at such reasonable times as may be required and must, through the intervention of the mediator, negotiate in good faith to resolve their dispute.
 - 4.5 All proceedings involving a mediator are without prejudice, and, unless the parties agree otherwise, the cost of the mediator must be shared equally between the parties.
5. Report
 - 5.1 If the dispute has not been resolved within 6 months after the notice is given under section 2 of this Schedule, the initiating party must, within 21 days, prepare and provide to the other parties a report.
 - 5.2 Without limiting the generality of subsection 5.1, the report must contain a list of the matters agreed on and those on which there is no agreement between the parties.
 - 5.3 Despite subsection 5.1, the initiating party may prepare a report under subsection 5.1 before the 6 months have elapsed if
 - a. the parties agree, or
 - b. the parties are not able to appoint a mediator under section 4 of this Schedule.

6. Appointment of arbitrator
 - 6.1 Within 14 days of a report being provided under section 5 of this Schedule, the representatives must appoint an arbitrator and the initiating party must provide the arbitrator with a copy of the report.
 - 6.2 If the representatives cannot agree on an arbitrator, the initiating party must forward a copy of the report referred to in section 5 of this Schedule to the Minister with a request to the Minister to appoint an arbitrator.
 - 6.3 In appointing an arbitrator under subsection 6.2, the Minister may place any conditions on the arbitration process as the Minister deems necessary.
7. Arbitration process
 - 7.1 Where arbitration is used to resolve a dispute, the arbitration and arbitrator's powers, duties, functions, practices and procedures shall be the same as those in Division 3 of Part 17.2 of the Municipal Government Act and Part 1 of the Intermunicipal Collaboration Framework Regulation (AR 191/2017).
 - 7.2 In addition to the arbitrator's powers under subsection 7.1, the arbitrator may do the following:
 - a. require an amendment to a framework;
 - b. require a party to cease any activity that is inconsistent with the framework;
 - c. provide for how a party's bylaws must be amended to be consistent with the framework;
 - d. award any costs, fees and disbursements incurred in respect of the dispute resolution process and who bears those costs.
8. Deadline for resolving dispute
 - 8.1 The arbitrator must resolve the dispute within one year from the date the notice of dispute is given under section 2 of this Schedule.
 - 8.2 If an arbitrator does not resolve the dispute within the time described in subsection 8.1, the Minister may grant an extension of time or appoint a replacement arbitrator on such terms and conditions that the Minister considers appropriate.
9. Arbitrator's order
 - 9.1 Unless the parties resolve the disputed issues during the arbitration, the arbitrator must make an order as soon as possible after the conclusion of the arbitration proceedings.
 - 9.2 The arbitrator's order must
 - a. be in writing,
 - b. be signed and dated,
 - c. state the reasons on which it is based,
 - d. include the timelines for the implementation of the order, and
 - e. specify all expenditures incurred in the arbitration process for payment under section 708.41 of the Act.
 - 9.3 The arbitrator must provide a copy of the order to each party.
 - 9.4 If an order of the arbitrator under section 9.2 is silent as to costs, a party may apply to the arbitrator within 30 days of receiving the order for a separate order respecting costs.

10. Costs of arbitrator

10.1 Subject to an order of the arbitrator or an agreement by the parties, the costs of an arbitrator under this Schedule must be paid on a proportional basis by the municipalities that are to be parties to the framework as set out in subsection 10.2.

10.2 Each municipality's proportion of the costs must be determined by dividing the amount of that municipality's equalized assessment by the total of the equalized assessments of both of the municipalities, as set out in the most recent equalized assessment.