

Intermunicipal Collaboration Framework
Between
Parkland County
And
Brazeau County
Bylaw 2018-12

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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. “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.
 - f. “Party” means Brazeau County and Parkland County.
 - g. “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. 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.
4. "Out of scope" topics to this agreement include solid waste provision, animal control, and municipal administration.
5. The Committee shall consist of four members, being two Councillors from each County.
6. 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.

7. Parties will give 30 calendar days of a notice for a meeting. Meeting requests will directed to the Chief Administrative Officer for the respective municipality.

4. Municipal Services

4.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. Emergency Response Services
 - vii. Information Technology
 - viii. Municipal Administration
 - ix. Purchasing / Procurement Services
 - x. Policing Services
 - xi. Recreation
 - xii. Transportation
 - xiii. Water and Wastewater
 - xiv. 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

Potential Services Brazeau County may provide

- i. Road Stabilization of Haul route on Highway 624 from Range Road 70 to Range Road 64

4.B Existing service agreements between both municipalities

1. The Counties have worked collaboratively in the past with the following agreements in place to serve residents of both counties:
 - 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.

5. 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.
5. Collaboration between Parkland County and Brazeau County to capitalize on legacy and past practices information sharing.

6. 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.

7. 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 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 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 an approved Intermunicipal Development Plan between both municipalities and the *Municipal Government Act*. In situations where an 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. The Parkland County and Brazeau County Intermunicipal Development Plan is appended to Appendix Two of this agreement.

8. 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.

9. 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

10. Authorizations

Signed and dated on:

Mike Heck, CAO, Parkland County

Jocelyn Whaley, Interim 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

Appendix Two: Intermunicipal Development Plan

Appendix Three: Existing Agreements