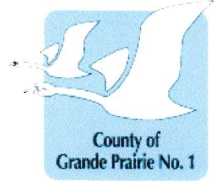


Bylaw # 3127

"County of Grande Prairie No.1 / Birch Hills County Intermunicipal Collaboration Framework Bylaw"



PURPOSE: A bylaw to establish an intermunicipal collaboration framework between the County of Grande Prairie No. 1 and Birch Hills County.

WHEREAS pursuant to Section 708.28 of the *Municipal Government Act*, R.S.A. 2000, Chapter M-26, and amendments thereto, municipalities that have common boundaries must, within 2 years from the coming into force of this section, create a framework with each other; and

WHEREAS the County of Grande Prairie No. 1 and Birch Hills County have a common boundary with one another; and

WHEREAS pursuant to Section 708.33 of the *Municipal Government Act*, R.S.A. 2000, Chapter M-26, and amendments thereto, municipalities must create a framework by adopting matching bylaws that contain the framework;

NOW THEREFORE, the Council of the County of Grande Prairie No. 1, duly assembled, enacts as follows:

1. The County of Grande Prairie No.1 / Birch Hills County Intermunicipal Collaboration Framework, attached hereto, is adopted;
2. That this Bylaw may be cited as the "County of Grande Prairie No.1 / Birch Hills County ICF Bylaw"; and
3. This Bylaw shall come into effect upon the date of the final reading thereof.

READ A FIRST TIME THIS 18 DAY OF November, A.D. 2019.

READ A SECOND TIME THIS 18 DAY OF November, A.D. 2019.

READ A THIRD TIME AND FINALLY PASSED THIS 18 DAY OF November, 2019, A.D. 2019.

Reeve

Chief Administrative Officer

ATTACHMENTS:

Schedule "A" – County of Grande Prairie No.1 / Birch Hills County Intermunicipal Collaboration Framework



County of Grande Prairie No. 1
&
Birch Hills County

Intermunicipal Collaboration Framework

November 2019 – Final

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1. Introduction

- 1.1 It is recognized that the County of Grande Prairie No. 1 and Birch 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. "Intermunicipal Development Plan" – means the County of Grande Prairie No. 1 / Birch Hills County Intermunicipal Development Plan pursuant to Section 631(1) of the *Municipal Government Act*.
- e. "Parties" – means the County of Grande Prairie No. 1 and Birch Hills County.
- f. "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 Chief Administrative Officers (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 both Parties agree 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 Grande Prairie No. 1**

Transportation Services

- Road Maintenance
- Road Construction

Water and Wastewater Services

- Water Treatment & Distribution
- Wastewater Collection & Treatment

Solid Waste Services

- Landfill
- Recycling Services

Emergency Services

- Fire Services (Includes Medical Co-Response)

Recreation Services

- Campgrounds
- Facilities
- Green Spaces
- Parks

Other Services

- Agricultural Services
- Assessment Services
- Bylaw Enforcement
- Cemetery
- Community Peace Officers
- Communications & Engagement
- Economic Development
- Facility Maintenance
- Family & Community Support Services (FCSS) including grants to organizations
- Finance
- Fleet Maintenance
- GIS Services
- Human Resources (HR)
- IT/Data Management
- Legislative Services
- Library Services
- Permitting and monitoring oil and gas development and ancillary industries
- Planning & Development Services
- Predator/Pest Control
- Procurement Services
- Safety Codes Services
- Weed Control

b. Birch Hills County

Transportation Services

- Dust Control
- Private Driveways Snow Plow Services
- Road Maintenance
- Road Construction
- Signs Installation & Maintenance

Water and Wastewater Services

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

Solid Waste Services

- Landfill Operation
- Waste Transfer Stations

Emergency Services

- Fire Services
- Live Fire Training Centre
- Medical First Responders

Recreation Services

- Campgrounds
- Parks
- Playgrounds
- Recreation Board Funding/Grants

Other Services

- Administration (Finance, Payroll, Human Resources, Procurement)
- Agricultural Services
- Bylaw Enforcement Services
- Cemeteries
- Communications
- Economic Development
- Facilities Maintenance
- Fleet Maintenance
- IT/Data Management
- Land Use Planning (Permitting & Subdivisions)
- Legislative Services
- Risk Management
- Taxation
- Weed Control

6.2 The Parties also have distinct municipal services provided by a Third Party. 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 through a Third Party unless otherwise specified:

a. County of Grande Prairie No.1

Transportation Services

- Large construction projects – various private contractors
- Transportation Grants – various seniors' groups and disabled transportation societies

Water and Wastewater Services

- Water Services – Aquatera
- Wastewater Services – Aquatera

Solid Waste Services

- Curbside Collection – various private contractors
- Landfill Services – West Grande Prairie County Solid Waste Authority

Emergency Services

- Enhanced RCMP – RCMP

Recreation Services

- Grants – Recreation Boards, Agricultural Societies and other non-profit societies

Other Services

- Library Services – Library Board
- Library Services – Peace Library System
- Philip J Currie Dinosaur Museum – River of Death and Discovery Dinosaur Museum Society

b. Birch Hills County

Transportation Services

- n/a

Water and Wastewater Services

- n/a

Solid Waste Services

- n/a

Emergency Services

- n/a

Recreation Services

- n/a

Other Services

- Assessment – Northern Sunrise County
- Library Services – Library Board
- Library Services – Peace Library System
- Safety Codes – Superior Safety Codes

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.

Transportation Services

- a. Road Maintenance (1.6 km on Township Road 750, Township Road 752, and Township Road 753A from Secondary Highway 733 east to Range Road 32)
 - County of Grande Prairie provides approximately 6.4 kilometers of roadside maintenance services into Birch Hills County
 - Funding Arrangement: The County of Grande Prairie shall be reimbursed at a set annual fee plus the costs associated with any supplied gravel
 - Term of the Agreement: August 2, 2019 – August 2, 2024

Emergency Services

- b. Northwest Alberta Emergency Resource
 - The purpose of this agreement is to provide the ability for signatories (Birch Hills County, County of Grande Prairie and a number of other municipalities) to access needed resources to mitigate or support emergency response initiatives from sources outside predetermined mutual aid agreements
 - Funding Arrangement: 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
- c. Mutual Aid
 - County of Grande Prairie and Birch Hills County have agreed to provide emergency services assistance and resources when requested by the other Party

- Funding Arrangement: Parties agree not to bill or charge for service or assistance
- Term of the Agreement: May 2012 – 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 inside and 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 Matters of a land use and development nature impacting both Parties shall be guided by policies set out in the County of Grande Prairie No. 1 / Birch Hills County Intermunicipal Development Plan (IDP).

7.2 Where policies may not be covered by the IDP, the Parties shall refer to policies 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 The County of Grande Prairie No. 1 shall indemnify and hold harmless Birch 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 the County of Grande Prairie No. 1, its employees or agents in the performance of this Agreement.

9.2 Birch Hills County shall indemnify and hold harmless the County of Grande Prairie No. 1, its employees and agents from all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of Birch 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 Appendix A of the ICF.

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 context 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 Grande Prairie County No. 1 to:

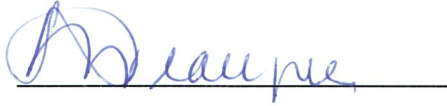
County of Grande Prairie No. 1
c/o Chief Administrative Officer
10001 – 84 Avenue
Clairmont, AB T8X 5B2

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

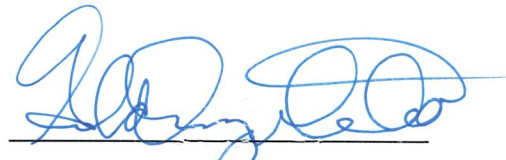
Birch Hills County
c/o Chief Administrative Officer
79177 Range Road 84
Spirit River, AB T0H 3G0

13. Authorizations

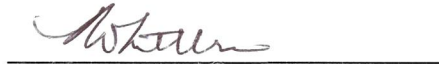
Signed and dated on:



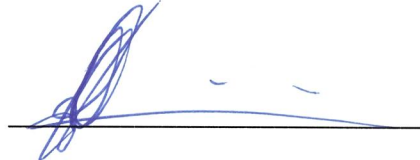
Leanne Beaupre, Reeve
Grande Prairie County No. 1



Gerald Manzuikenko, Reeve
Reeve, Birch Hills County



Joulia Whittleton, CAO
Grande Prairie County No. 1



Hermann Minderlein, CAO
Birch Hills County

18 NOVEMBER, 2019

Date

28 November, 2019

Date

APPENDICES

Appendix A: Model Dispute Resolution Provisions Schedule

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.

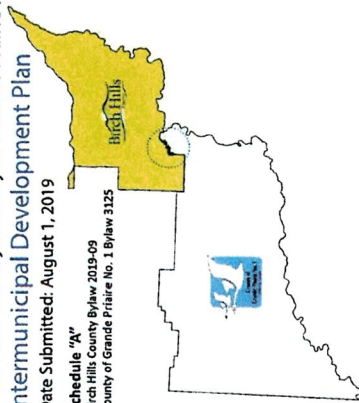
10. Costs of arbitrator

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 sum of the equalized assessments of all of the municipalities' equalized assessments as set out in the most recent equalized assessment.

Appendix B: County of Grande Prairie No. 1. & Birch Hills County
Intermunicipal Development Plan

Birch Hills County/County of Grande Prairie No. 1 Intermunicipal Development Plan Date Submitted: August 1, 2019 Schedule "A" Birch Hills County Bylaw 2019-09 County of Grande Prairie No. 1 Bylaw 3125

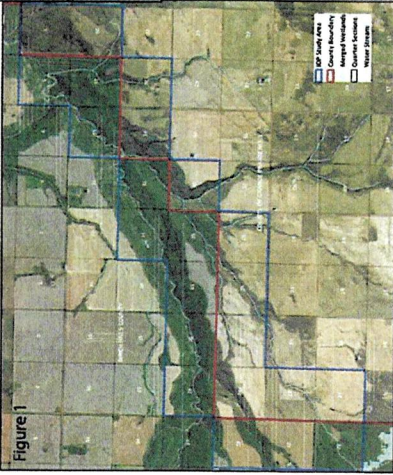


1. INTRODUCTION

An Intermunicipal Development Plan (IDP) is a statutory document that guides future development of a defined area, prepared by two or more municipalities that share a border. Recent amendments to the Municipal Government Act (MGA) have promoted intermunicipal cooperation by mandating IDP creation by neighbouring municipalities. An effective IDP is built on principles of communication and trust, by coordinating resources and planning efforts the IDP will continue to support the region's vibrancy through collaborative governance.

1.1 Plan Area

The Intermunicipal Development Plan (IDP) area is comprised of twenty-three (23) quarter sections of Crown Lands & private lands located along the border between Birch Hills County and the County of Grande Prairie No. 1 (Figure 1). The IDP boundary has been established by following an equal area of one quarter section out from the municipal boundary line given the limited growth that occurs within this area. Within the IDP area exist both Crown and private land holdings. The majority of lands within the IDP area are designated for Agricultural Uses (Figure 3). Highway 735 is the nearest provincial highway located to the west of the IDP area, and the area can be accessed directly via Hwy 735 & Township Road 752A (Figure 6). The joint Plan Area covers approximately 47.10 hectares (11636.6 acres) of land. For a detailed review of the Plan Area and land uses, refer to the Figure 3 – Land Use Map.



2. PURPOSE & GOALS

To create an IDP that enables Birch Hills County & County of Grande Prairie No. 1 to establish a collaborative framework that guides future planning and development, manages growth, facilitates environmental initiatives, and supports collaboration around infrastructure and vital community services.

To create a mechanism that promotes a collaborative approach to future planning and development.

To reduce the potential for future conflict by creating a mutual understanding.

To continue to promote Crown Lands as recreation and tourism opportunities.

To reduce environmental impact on surrounding sensitive areas by promoting compatible land uses.

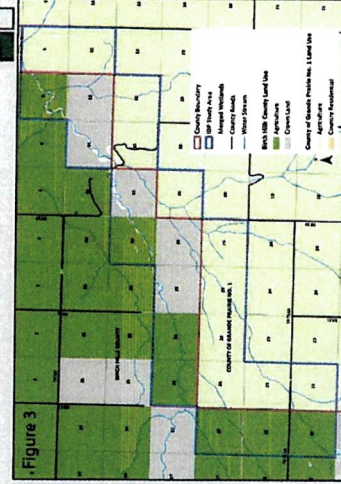
To work towards service delivery and infrastructure standards that meet the needs of both communities.

3. ENVIRONMENTAL POLICIES

3.1 Both municipalities shall continue to protect and promote Crown Lands to be publicly accessed for recreational purposes.

3.2 Environmentally significant areas shall be identified (e.g. wildlife and biodiversity zones, sand and gravel deposits, wetlands, etc.) for special management consideration within municipal documents such as the Municipal Development Plan, Area Structure Plans and the Land Use Bylaw.

5. FUTURE LAND USE POLICIES



5.1 Both municipalities shall acknowledge the lands within the IDP area retain their current districting. Any changes to land use districts within the IDP area must be referred to the other municipality.

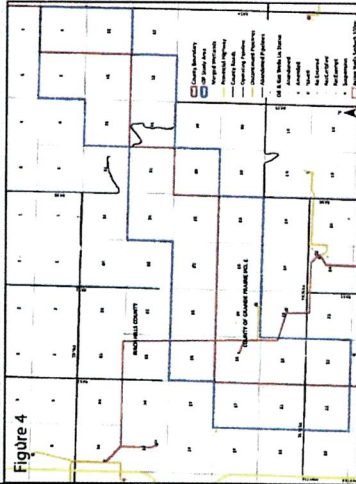
5.2 Future land use development requiring redistricting within the IDP area should be discouraged to promote continued compatible land uses between the existing Agricultural and Crown Lands. Existing districting has been established to adhere to each County's IDP Objectives.

6. TRANSPORTATION & INFRASTRUCTURE

6.1 Both municipalities should jointly review their municipal operations program (e.g. snow removal, road grading, etc.) to identify opportunities for cost savings and to avoid inefficiency, particularly as they affect the IDP area, so that transportation networks and connections are consistent across municipal boundaries.

6.2 Both municipalities should jointly review their municipal engineering standards for roadway design and work together to harmonize those standards to obtain consistency in roadway design when crossing boundaries.

6.3 Both municipalities shall notify the other when Transportation & Infrastructure projects are being tendered within the IDP area, to enable the opportunity of cost savings for a joint tender(s).



7. INTERMUNICIPAL COOPERATION

7.1 Councils shall meet when one Council requests a joint meeting.
7.2 A minimum of three (3) Council members from either municipality shall be present at each Joint Council Meeting to create a quorum.

8. IMPLEMENTATION & ADMINISTRATION

8.1 Adoption: The IDP shall be adopted (via Bylaw) by both Birch Hills County and County of Grande Prairie No. 1 in accordance with the MGA.
8.2 Plan Review and Amendments

a. A full review of the IDP shall be completed every five (5) years, or when a statutory document is implemented or amended that regulates the IDP area, to ensure policies within the IDP remain consistent and effective.
b. If the IDP requires amendments or if there is an objection to the framework by either municipality, an Intermunicipal Development Plan Committee (IDPC) shall be established to review and discuss changes to the IDP.
c. An IDPC shall be comprised of eight (8) members. The IDPC shall have an even number of members from each municipality. Two (2) members of council, two (2) CAO's and four (4) members of Administration.
d. An IDP shall only be repealed if it is being replaced by a new IDP or the Minister of Municipal Affairs has granted an exemption in accordance with the MGA.

9. REFERRAL (S)

9.1 Within the IDP area, the two municipalities shall refer the following to the Chief Administrative Officer (CAO) of the respective municipality:

- Municipal Development Plans, Area Structure Plans, and any amendments thereto.
- Outline Plans and Conceptual Schemes
- Land Use Bylaw amendments including redesignation/redistricting
- Applications for discretionary uses and variances

10. DISPUTE RESOLUTION

10.1 In the event that a dispute is identified, written notice shall be given to the adjacent municipality.

10.2 Dispute Resolution Process:

Stage 1 Administrative Review - The Chief Administrative Officers of both municipalities will meet in an attempt to resolve the issue first. Failing resolution, the dispute will then be referred to the Intermunicipal Committee. In the event that a resolution is not achieved by the 30th day following the first meeting of the Chief Administrative Officer of both Municipalities, either municipality may refer the dispute to the Intermunicipal Committee.

Stage 2 Intermunicipal Committee Review - The Committee will convene to consider and attempt to resolve the dispute. In the event that a resolution is not achieved by the 30th day following the first meeting of the Intermunicipal Committee, either municipality may refer the dispute to mediation.

Stage 3 Mediation - The services of an independent mediator will be retained, with the mediator to present a written recommendation to both Councils. The costs of mediation shall be shared equally between the Municipalities.

Stage 4 Municipal Government Board - In the event that the mediation process does not resolve the dispute, the Municipality may proceed to adopt the bylaw and, in accordance with the Municipal Government Act, the other municipality will have the right to appeal to the Municipal Government Board.



Prepared For:

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VJ | Vision, Veracity, Virtue - The Vision to Transform with Excellence