



BYLAW # 3123

COUNTY OF GRANDE PRAIRIE NO. 1 / MUNICIPAL DISTRICT OF GREENVIEW NO. 16 INTERMUNICIPAL COLLABORATION FRAMEWORK BYLAW

Bylaw Statement:

A bylaw to establish an intermunicipal collaboration framework between the County of Grande Prairie No. 1 and Municipal District of Greenview No. 16.

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 Municipal District of Greenview No. 16 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.

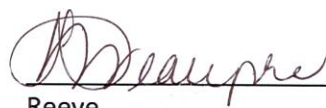
NOW THEREFORE, the Council of the County of Grande Prairie No. 1, duly assembled, enacts as follows:

1. The County of Grande Prairie No. 1 / Municipal District of Greenview No. 16 Intermunicipal Collaboration Framework, attached hereto, is adopted;
2. That this Bylaw may be cited as the "County of Grande Prairie No. 1 / Municipal District of Greenview No. 16 Intermunicipal Collaboration Framework"; and
3. This Bylaw shall come into force and effect on the third and final reading thereof.

READ A FIRST TIME THIS 16th DAY OF September, A.D. 2019.

READ A SECOND TIME THIS 16th DAY OF September, A.D. 2019.

READ A THIRD TIME AND FINALLY PASSED THIS 16th DAY OF September, A.D. 2019.


Reeve


Chief Administrative Officer



County of Grande Prairie No. 1 & Municipal District of Greenview No. 16

Intermunicipal Collaboration Framework

July 2019 – Final (as amended)

Table of Contents

1. Introduction 2

2. Definitions..... 2

3. Term and Review 2

4. Intermunicipal Cooperation 2

5. Service Delivery 2

6. Services Inventory 3

7. Land Use..... 7

8. Collaboration Process..... 7

9. Indemnity..... 8

10. Binding Dispute Resolution Process 8

11. General 8

12. Correspondence 8

13. Authorizations 9

APPENDICES 10

 Appendix A: Model Dispute Resolution Provisions Schedule 10

1. Introduction

- 1.1 It is recognized that the County of Grande Prairie No. 1 and Municipal District of Greenview No. 16 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 / Municipal District of Greenview No. 16 Intermunicipal Development Plan pursuant to Section 631(1) of the *Municipal Government Act*.
- e. "Parties" – means the County of Grande Prairie No. 1 and Municipal District of Greenview No. 16.
- 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 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
- Communications & Engagement
- Community Peace Officers
- 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. Municipal District of Greenview No. 16

Transportation Services

- Culvert Installations
- Fleet Maintenance
- Private Driveway Plowing
- Road Maintenance
- Sign Installation and Maintenance
- Approach Construction
- Bridge Construction and Maintenance
- Road Construction
- Grande Cache Community Bus

Water and Wastewater Services

- Water Points
- Water Lift Stations
- Water Treatment & Distribution
- Wastewater Collection & Industrial Lagoons

Solid Waste Services

- Regional Landfill
- Transfer Stations
- Grande Cache Metal Roundup
- Grande Cache Garbage and Recycling curbside pick-up
- Commercial Garbage Bins and Pick-up
- Grande Cache Landfill

Emergency Services

- Emergency Management
- Fire Services
- Rural Fire Pump Management
- Management of Hamlet Fire Departments
- Bylaw Enforcement

Recreation Services

- Community Recreation Support
- Parks and Campgrounds
- Sasquatch
- Grande Cache Recreation Centre

Other Services

- Agricultural Services
- CAO Services
- Legislative Services
- Community Services
- Communications
- Human Resources
- Grande Cache Tourism and Information Centre
- Construction Services
- Corporate Services
- Family Community Support Services
- Information Technology
- Planning and Development
- Weed Control/Pest Control
- Animal 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. Municipal District of Greenview No. 16

Transportation Services

- Large Construction Projects – various private contractors
- Gravel Hauls – various private contractors

Water and Wastewater Services

- n/a

Solid Waste Services

- n/a

Emergency Services

- Enhanced Policing – Royal Canadian Mounted Police

Recreation Services

- East Dollar Lakes – Alberta Conservation Association
- Grande Cache Back Country Trails – Willmore Wilderness Foundation

- Kakwa/Big Mountain Snowmobile/ATV Trails – Swan City Snow Mobile Club
- Sasquatch and Partners – Clearwater County, Yellowhead County, Bighorn County, Mountainview County
- Swan Lake Maintenance - Canfor
- Grants – Recreation Boards

Other Services

- Assessment – Accurate Assessment Group
- Geographic Information Systems – Munisight
- Information Technology – PCIT
- Library Services – Library Boards
- Library Services – Peace Regional Library System
- Media Design and Production Services – various private contractors
- Mental Health Counselling – various private consultants
- Community Peace Officers – County of Grande Prairie

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

n/a

Water and Wastewater Services

n/a

Solid Waste Services

n/a

Emergency Services

a. Mutual Aid

- County of Grande Prairie and M.D. of Greenview 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

b. Northwest Alberta Emergency Resource

- The purpose of this agreement is to provide the ability for signatories (Municipal District of Greenview, 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. Water Rescue Mutual Aid

- Both Parties have agreed to participate in this arrangement for the provision of water rescue mutual aid assistance on an as needed basis

- Funding Arrangement: both Parties have agreed to reimburse the other Party all costs associated with responding to a water rescue event
- Term of the Agreement: May 2012 – no expiry date

Recreation Services

n/a

Other Services

- d. Economic Development – Tri-Municipal Industrial Partnership (TMIP)
 - Both Parties and the City of Grande Prairie have agreed to participate in a regional economic development initiative related to the attraction of Industrial Development in an industrial park. The M.D. of Greenview is the managing partner of the TMIP
 - Funding Arrangement: both Parties and the City of Grande Prairie have agreed to contribute to the operation costs based upon an agreed formula
 - Term of the Agreement: April 23, 2018 – no expiry date
- e. Peace Officer Services
 - Grande Prairie County shall provide enforcement services to the Municipal District of Greenview No. 16 at the same level of service as provided in Grande Prairie County. Grande Prairie County shall also provide animal control to the Municipal District of Greenview No. 16
 - Funding Arrangement: Grande Prairie County shall be paid an hourly rate that is established from time to time
 - Term of the Agreement: January 2016 – January 2020

- 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.
- 6.6 Both Parties acknowledge they have adopted and approved Terms of Reference for the Grande Prairie Regional Recreation Committee (effective September 7, 2017) whose purpose is to provide a mechanism for the implementation of the Grande Prairie Area Joint Recreation Master Plan – 2016 which includes inter-municipal information sharing, collaboration, and identifying special projects concerning regional recreation facilities, services and programs. Composition of the Committee includes representatives from: County of Grande Prairie; Municipal District of Greenview; City of Grande Prairie; Town of Beaverlodge; Town of Sexsmith; Town of Wembley; and the Village of Hythe.

7. Land Use

- 7.1 Section 631 (1.1) of the *Municipal Government Act*, R.S.A. 2000, Chapter M-26, states: “the Minister may, by order, exempt one or more councils from the requirement to adopt an intermunicipal development plan”. Pursuant to the provisions of Ministerial Order MSL:047/18 and a letter dated June 11, 2019 from the Deputy Minister stating that both Parties have “met the requirements for an IDP exemption” the Parties hereto are no longer required to complete an 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 request 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 initially address and develop future Service Agreements and/or cost sharing arrangements for each Council's consideration. Both Parties recognize that the decision to participate in or not participate in a project/arrangement ultimately lies with the respective municipal councils. For added clarity this means one council cannot commit another council to action.

9. Indemnity

9.1 The County of Grande Prairie No. 1 shall indemnify and hold harmless Municipal District of Greenview No. 16, 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 Municipal District of Greenview No. 16 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 Municipal District of Greenview No. 16, 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 Municipal District of Greenview No. 16 to:

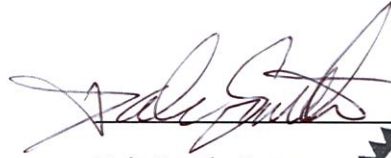
Municipal District of Greenview No. 16
c/o Chief Administrative Officer
4806 – 36 Avenue
Box 1079
Valleyview, AB T0H 3N0

13. Authorizations

Signed and dated on:



Leanne Beaupre, Reeve
Grande Prairie County No. 1



Dale Smith, Reeve
Reeve, Municipal District of Greenview No. 16



Joulia Whittleton, CAO
Grande Prairie County No. 1



Denise Thompson, CAO
Municipal District of Greenview No. 16

September 16, 2019

Date

October 21, 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.