

Intermunicipal Collaboration Framework

Between

Red Deer County

and

the Town of Bowden

DRAFT

November 2018

WHEREAS, Red Deer County and the Town of Bowden share a common border; and

WHEREAS, Red Deer County and the Town of Bowden share common interests and are desirous of working together to provide services to their residents; and

WHEREAS, the Municipal Government Act stipulates that municipalities that have a common boundary must create an Intermunicipal Collaboration Framework with each other that identifies the services provided by each municipality, which services are best provided on an intermunicipal basis, and how services to be provided on an intermunicipal basis will be delivered and funded.

NOW THEREFORE, by mutual covenant of the Municipalities it is agreed as follows:

A. TERM AND REVIEW

- 1) In accordance with the *Municipal Government Act*, this Intermunicipal Collaboration Framework shall come into force on final passing of matching bylaws that contain the Framework by both Municipalities.
- 2) This Framework may be amended by mutual consent of both Municipalities unless specified otherwise in this Framework.
- 3) It is agreed by the Municipalities that the Intermunicipal Committee shall review at least once every four years, commencing no later than 2022, the terms and conditions of the agreement.

B. INTERMUNICIPAL COOPERATION

- 1) The Intermunicipal Committee established under the Intermunicipal Development Plan is the forum for reviewing the Intermunicipal Collaboration Framework.

C. GENERAL TERMS

- 1) Both Municipalities agree that in consideration of the service agreements outlined in Section D(2) that residents of the Municipalities will be afforded the same services at the same costs, including user fees, as Town of Bowden residents for services provided by Red Deer County and Red Deer County residents for services provided by the Town of Bowden .

D. MUNICIPAL SERVICES

- 1) Both Municipalities have reviewed the services offered to residents. Based on the review it has been determined that each Municipality will continue to provide the following services to their residents independently:
 - a. Water and Wastewater
 - b. Emergency Services

- c. Recreation
 - d. Affordable Housing
 - e. Municipal Administration
 - f. Agricultural Services
 - g. Animal Control
 - h. Assessment Services
 - i. Information Technology
 - j. Pest Control
 - k. Police Services
 - l. Purchasing/Procurement Services
- 2) The Municipalities have a history of working together to provide municipal services to the residents on an intermunicipal basis, with the following services being provided directly or indirectly to their residents:
- a. Transportation Services
 - o The Municipalities entered into a Service Contract Agreement (685.09.349) for the maintenance of a portion of Range Road 10B south of Highway 587 that lies within the Town boundary. The managing partner is Red Deer County. The agreement period is for 5 years. The fees associated with the agreement are charged to the Town on an annual basis.
 - b. Solid Waste Services
 - o The Municipalities jointly, along with the Towns of Innisfail and Penhold and the Villages of Elnora and Delburne, entered into an agreement on October 4, 2000, to establish and become members of the Central Alberta Regional Waste Management Commission as per Province of Alberta Order in Council 385/2000 and Alberta Regulation No. 211/2000. The managing partner for the Commission is Red Deer County. The costs associated with operating the Commission are charged to each of the members on an annual basis based on a formula outlined within the Commission's Bylaw No. 2, which was enacted on July 17, 2013.
 - c. Emergency Services
 - o The Municipalities have the following agreements in place to aid in the event of emergencies:
 - i. The Joint Municipal Emergency Plan dated March 2017 involving Red Deer County, the Towns of Bowden, Innisfail, Sylvan Lake and Penhold, as well as the Villages of Delburne and Elnora. The purpose of the Plan is ensure a coordinated response to emergencies affecting the municipalities. There is no assigned managing partner; however, it is recognized that

Red Deer County plays the lead role in its implementation and review. There are no fees associated with this Plan.

- ii. The Emergency Services Mutual Aid Agreement between Red Deer County and the Town of Bowden which was signed in November, 2004. As a mutual aid agreement, there is no managing partner. Cost sharing is done on a location basis with the requesting Municipality being responsible for the costs incurred by the responding Municipality.
 - iii. The Fire Protection Services Agreement between Red Deer County and the Town of Bowden which was entered into on January 14, 2013. The managing partner is Red Deer County. The County provides Fire Protection Services for the Town of Bowden. There are no fees nor a set termination date for this agreement.
- d. Protective Services
- The Municipalities entered into Peace Officer/Bylaw Enforcement Service Agreement on June 11, 2013. There is no set termination date for this agreement which includes an option to renew on a yearly basis. The managing partner is Red Deer County. Costs associated with the Peace Officer, which is provided by Red Deer County, are to be paid to the County based on the number of hours of service provided.
- e. Community Services
- The Municipalities entered into a Recreation Agreement on July 31, 2018. The managing partner is Red Deer County. This agreement allows County residents to access and utilize the Town's facilities and programs in exchange for an annual grant paid by the County as per the agreement.
 - The Municipalities, along with the City of Red Deer, Town of Penhold, the Village of Delburne and the Village of Elnora, jointly entered into a Family and Community Support Services (FCSS) Multi-Municipal Operating agreement dated December 2, 2014. The program is managed by a Board. The cost of the FCSS Program is shared by the parties to the Agreement as per the cost sharing principles included in the Agreement and are paid on a yearly basis.
 - The Municipalities, along with an additional 62 participating municipalities, agreed on January 1, 2001, to become participating members of the Parkland Regional Library Board. The library is governed by a board made up of representatives from each of the participating municipalities. Fees associated with this agreement are

paid to the library on a quarterly basis and are based on a fee per capita formula set out in the agreement.

- The Municipalities, along with the Towns of Sylvan Lake, Innisfail, Penhold and the Villages of Delburne and Elnora, entered into an agreement on July 8, 1959, to become participating members of the Parkland Foundation which provides housing to seniors within a complex located in Innisfail. The Foundation is operated by a board of directors with representation from each of the member municipalities. Fees for the operation of the facility are charged to each of the member municipalities based on a formula set out within the agreement. There is no set termination date for this agreement.
- f. Weed Inspection Services
 - The Municipalities entered into an Intermunicipal (Service) Agreement for Weed Inspection in April 2018. The managing partner is Red Deer County. Fees associated with the services provided by the County are paid by the Town to the County on an annual basis in accordance with the agreement.
- g. Wastewater Services
 - The Municipalities, along with member municipalities including the Town of Innisfail, Town of Penhold, Town of Olds, and Mountain View County, agreed to establish and become members of the South Red Deer Regional Wastewater Commission as per Alberta Regulation 52/2008 and Bylaw 2008-01. Capital funding is based on the organization's success in being awarded grants from higher levels of government while the operational, governance and administration costs are cost recoverable on a per cubic meter (m³) basis collected from users.
- h. Administrative Services
 - The Municipalities entered into an agreement in 1995 (Town of Bowden Bylaw 4/95) to allow Red Deer County to be the signing authority for all subdivision related matters. The agreement or Bylaw is administered by the Town of Bowden. There are no fees associated with this agreement.
 - The Municipalities entered into a Municipal Services Agreement on January 5, 2016. The managing partner is Red Deer County. There is no set termination date for this agreement. A nominal one-time fee has been paid to the County for the processing of subdivision & development permit applications as well as administering the Uniform Quality Management Plan, in accordance with the Safety Codes Act, for the Town.

- i. Intermunicipal Development Plan
 - o The Municipalities entered into an Intermunicipal Development Plan in 2009 (Red Deer County Bylaw 2009/15 as amended & Town of Bowden Bylaw 05-2009), in accordance with the *Municipal Government Act*. The Intermunicipal Development Plan will be reviewed in conjunction with the Intermunicipal Collaborative Framework.
- 3) The Municipalities acknowledge that in addition to the shared service agreements in place between the Municipalities, they each have independent agreements with other regional partners.
- 4) The Municipalities have reviewed the aforementioned existing agreements and have determined that these are the most appropriate municipal services to be conducted in a shared manner.

E. FUTURE PROJECTS & AGREEMENTS

- 1) In the event that either Municipality initiates the development of a new project and/or service that may require a new cost-sharing agreement, the initiating Municipality's Chief Administrative Officer will notify the other Municipality's Chief Administrative Officer in writing.
- 2) The initial notification will include a general description of the project, estimated costs and timing of expenditures. The other party will advise if they have objections in principle to provide funding to the project and provide reasons. An opportunity will be provided to discuss the project at the Intermunicipal Committee.
- 3) The following criteria will be used when assessing the desirability of funding of new projects:
 - a. Relationship of the proposed capital project to Intermunicipal Development Plan or any other regional long term planning document prepared by the Municipalities;
 - b. The level of community support;
 - c. The nature of the project;
 - d. The demonstrated effort by volunteers to raise funds and obtain grants (if applicable);
 - e. The projected operating costs for new capital projects;
 - f. Municipal debt limit; and,
 - g. Projected utilization by residents of both Municipalities.
- 4) Once either Municipality has received written notice of a new project, an Intermunicipal Committee meeting must be held within thirty (30) calendar days of

the date the written notice was received, unless both Chief Administrative Officers agree otherwise.

- 5) The Intermunicipal Committee will be the forum used to discuss and review future mutual aid agreements and/or cost sharing agreements. In the event the Intermunicipal Committee is unable to reach an agreement, the dispute shall be dealt with through the procedure outlined within Section F of this document.
- 6) Both Municipalities recognize that the decision to participate in or not participate in a project ultimately lies with the respective municipal councils, who in turn must rely on the support of their electorate to support the project and any borrowing that could be required.

F. DISPUTE RESOLUTION

- 1) The Municipalities are committed to resolving any disputes in a non-adversarial, informal and cost-efficient manner.
- 2) The Municipalities 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) In the event of a dispute, the Municipalities agree that they shall undertake a process to promote the resolution of the dispute in the following order:
 - a. negotiation;
 - b. mediation; and
 - c. binding arbitration.
- 4) If any dispute arises between the Municipalities regarding the interpretation, implementation or application of this Framework or any contravention or alleged contravention of this Framework, the dispute will be resolved through the binding Dispute Resolution Process outlined herein.
- 5) If the Dispute Resolution Process is invoked, the Municipalities shall continue to perform their obligations described in this Framework until such time as the Dispute Resolution Process is complete.
- 6) Despite F(4), where an existing intermunicipal agreement has a binding dispute resolution process included in the agreement, the existing intermunicipal agreement shall be used instead of the dispute resolution outlined in this Framework.
- 7) A party shall give written notice (“Dispute Notice”) to the other party of a dispute and outline in reasonable detail the relevant information concerning the dispute. Within thirty (30) days following receipt of the Dispute Notice, the Intermunicipal Committee shall meet and attempt to resolve the dispute through discussion and negotiation, unless a time extension is mutually agreed by the CAOs. If the dispute is

not resolved within sixty (60) days of the Dispute Notice being issued, the negotiation shall be deemed to have failed.

- 8) If the Municipalities cannot resolve the dispute through negotiation within the prescribed time period, then the dispute shall be referred to mediation.
- 9) Either party shall be entitled to provide the other party with a written notice (“Mediation Notice”) specifying:
 - a. The subject matters remaining in dispute, and the details of the matters in dispute that are to be mediated; and
 - b. The nomination of an individual to act as the mediator.
- 10) The Municipalities shall, within thirty (30) days of the Mediation Notice, jointly nominate or agree upon a mediator.
- 11) Where a mediator is appointed, the Municipalities shall submit in writing their dispute to the mediator and afford the mediator access to all records, documents and information the mediators may reasonably request. The Municipalities shall meet with the mediator at such reasonable times as may be required and shall, through the intervention of the mediator, negotiate in good faith to resolve their dispute. All proceedings involving a mediator are agreed to be without prejudice and the fees and expenses of the mediator and the cost of the facilities required for mediation shall be shared equally between the Municipalities.
- 12) In the event that:
 - a. The Municipalities do not agree on the appointment of a mediator within thirty (30) days of the Mediation Notice; or
 - b. The mediation is not completed within sixty (60) after the appointment of the mediator; or
 - c. The dispute has not been resolved within ninety (90) from the date of receipt of the Mediation Notice; either party may by notice to the other withdraw from the mediation process and in such event the dispute shall be deemed to have failed to be resolved by mediation.
- 13) If mediation fails to resolve the dispute, the dispute shall be submitted to binding arbitration. Either of the Municipalities may provide the other party with written notice (“Arbitration Notice”) specifying:
 - a. the subject matters remaining in dispute and the details of the matters in dispute that are to be arbitrated; and
 - b. the nomination of an individual to act as the arbitrator.
- 14) Within thirty (30) days following receipt of the Arbitration Notice, the other party shall, by written notice, advise as to which matters stated in the Arbitration Notice it accepts and disagrees with, advise whether it agrees with the resolution of the disputed items by arbitration, and advise whether it agrees with the arbitrator selected

by the initiating party or provide the name of one arbitrator nominated by that other party.

- 15) The Municipalities shall, within thirty (30) days of the Arbitration Notice, jointly nominate or agree upon an arbitrator.
- 16) Should the Municipalities fail to agree on a single arbitrator within the prescribed time period, then either party may apply to a Justice of the Court of Queen's Bench of Alberta to have the arbitrator appointed.
- 17) The terms of reference for arbitration shall be those areas of dispute referred to in the Arbitration Notice and the receiving party's response thereto.
- 18) The *Arbitration Act* (Alberta) in force from time to time shall apply to arbitration proceedings commenced pursuant to this Framework.
- 19) The arbitrator shall proceed to hear the dispute within sixty (60) days of being appointed and proceed to render a written decision concerning the dispute forthwith.
- 20) The arbitrator's decision is final and binding upon the Municipalities subject only to a party's right to seek judicial review by the Court of Queen's Bench on a question of jurisdiction.
- 21) If the Municipalities do not mutually agree on the procedure to be followed, the arbitrator may proceed to conduct the arbitration on the basis of documents or may hold hearings for the presentation of evidence and for oral argument.
- 22) Subject to the arbitrator's discretion, hearings held for the presentation of evidence and for argument are open to the public.
- 23) If the arbitrator establishes that hearings are open to the public in Section 22, the arbitrator, as their sole discretion, may solicit written submissions. If the arbitrator requests written submissions they must be considered in the decision.
- 24) The fees and expenses of the arbitrator and the cost of the facilities required for arbitration shall be shared equally between the Municipalities.
- 25) On conclusion of the arbitration and issuance of an order, the arbitrator must proceed to compile a record of the arbitration and give a copy of the record to each of the Municipalities.

G. CORRESPONDENCE

1) Written notice under this Agreement shall be addressed as follows:

a. In the case of Red Deer County to:

**Red Deer County
c/o Chief Administrative Officer
Red Deer County Centre
38106 Range Rd 275
Red Deer County, AB T4S 2L9**

b. In the case of the Town of Bowden to:

**Town of Bowden
c/o Chief Administrative Officer
Town Office
2101 – 20th Avenue Box 338
Bowden, AB T0M 0K0**

2) In addition to G(1), notices may be sent by electronic mail to the Chief Administrative Officer.

DRAFT