SUMMER VILLAGE OF KAPASIWIN
PROVINCE OF ALBERTA

BYLAW NO. 261-2019

BEING A BYLAW TO PROVIDE FOR THE PURPOSE OF ADOPTING AN INTERMUNICIPAL COLLABORATION FRAMEWORK BETWEEN THE SUMMER VILLAGE OF KAPASIWIN AND PARKLAND COUNTY

WHEREAS the *Municipal Government Act*, RSA 2000, c.M-26 authorizes Council to work collaboratively with neighbouring municipalities to ensure the efficient provision of municipal services for all residents; and,

WHEREAS Summer Village of Kapasiwin and Parkland County have worked collaboratively on the preparation of an intermunicipal collaboration framework between both municipalities; and,

WHEREAS the Council of the Summer Village of Kapasiwin deems it desirable and appropriate to adopt the Parkland County and Summer Village of Kapasiwin Intermunicipal Collaboration Framework.

NOW THEREFORE the Council of the Summer Village of Kapasiwin duly assembled and under the authority of the *Municipal Government Act*, as amended, hereby enacts the following:

1. That "Intermunicipal Collaboration Framework Between Parkland County and Summer Village of Kapasiwin", attached and forming part of Bylaw No. 261-2019, is hereby adopted.

2. That Bylaw No. 261-2019 shall come into force and effect upon third reading by Council and shall remain in force until repealed or amended.

READ A FIRST TIME this 21st day of November, 2019.

READ A SECOND TIME this 21st day of January, 2020.

READ A THIRD TIME and finally passed this 21st day of January, 2020.

Mayor

Chief Administrative Office

Intermunicipal Collaboration Framework

Between

Parkland County

And

Summer Village of Kapasiwin

Bylaw 2019-13 (Parkland County)

Bylaw 261-2019 (Summer Village of Kapasiwin)

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WHEREAS, Parkland County and the Summer Village of Kapasiwin share a common border; and

WHEREAS, Parkland County and the Summer Village of Kapasiwin 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 the Summer Village of Kapasiwin 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 municipalities.

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 municipalities.

3. Amended versions to this Agreement shall supersede and replace all previous versions of this Agreement.

4. It is agreed that Parkland County and the Summer Village of Kapasiwin shall meet at least once every four years, or upon request by either party. Formal notification by either party of an intent to meet shall occur 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 the Summer Village of Kapasiwin 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 municipal 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. Emergency and emergency aid;
    b. Fire service mutual aid agreements;
    c. Long-term growth plans including, but not limited to municipal development plans, applicable area structure plans and other strategic studies;
    d. Joint economic development initiatives related to recreation and tourism;
    e. Opportunities to coordinate water, wastewater, solid waste, lagoon rates and usage;
    f. Opportunities to coordinate engineering design standards;
    g. Policing and bylaw enforcement matters;
    h. Animal Control;
    i. Road Maintenance;
    j. Rural broadband delivery in both Municipalities;
    k. The referral and circulation of major land use, subdivision and development proposals in either municipality which may impact the other municipality;
    l. Libraries;
    m. Seniors Lodging; and
    n. Recreation Services.

3. "Out of scope" topics to this agreement include municipal administration and safety codes services.

4. The Committee shall consist of four members, being two Councillors from each municipality.

5. 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.

6. 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. Service Delivery

1. 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.
2. When developing service agreements, the Committee shall clearly identify which municipality will lead service delivery for the service(s).
3. When developing service agreements, the Committee shall determine the appropriate funding for the service(s) being discussed.
4. All future service agreements shall set out a process for discontinuing the service provided if one or both municipalities wish to discontinue in the service delivery.
5. All future service agreements shall set out a time frame for the delivery of the service(s) being discussed including the start and end date of the service delivery.

5. Municipal Services

5.A Understanding of Services provided by each municipality to residents

1. Parkland County and the Summer Village of Kapasiwin 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 municipality currently has with their respective neighbours.
2. Parkland County and Summer Village of Kapasiwin have agreed that each municipality 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 and Policing
        vi. Communications
        vii. Emergency Response Services and Emergency Preparedness Education
        viii. Emergency Management
        ix. Information Technology
        x. Municipal Administration
        xi. Purchasing / Procurement Services
        xii. Recreation and Parks
        xiii. Road Maintenance
        xiv. Transportation
        xv. Water and Wastewater
        xvi. Solid Waste

    b. Summer Village of Kapasiwin

i. Animal Control
ii. Assessment Services
iii. Bylaw Enforcement and Policing
iv. Communications
v. Emergency Response Services and Emergency preparedness education
vi. Emergency Management
vii. Information Technology
viii. Municipal Administration
ix. Purchasing / Procurement Services
x. Recreation and Parks
xi. Road Maintenance
xii. Solid Waste

5.B Existing service agreements between both municipalities

1. The Municipalities have worked collaboratively in the past with the following agreements to serve residents of both municipalities. Where agreements have lapsed, the Committee may desire to review and renew agreements:

   a. Fire Agreement (1993)

      Parkland County to provide firefighting assistance to the Summer Village of Kapasiwin, where a fire occurs within the limits of the Summer Village.

   b. E9-1-1 Call Answer Services Agreement (1996)

      Parkland County to provide the services of Parkland's Call Answer Centre to the Summer Village of Kapasiwin on a year round basis.

6. Land Use

1. Matters of land use and development in Parkland County and the Summer Village of Kapasiwin shall be directed by policies set out in their respective Municipal Development Plans, other statutory and regulatory plans, and in accordance with the Municipal Government Act.

7. Collaboration Process

1. In the event that either municipality initiates the development of a new project and/or service that may require a new cost-sharing (or servicing) agreement, the initiating municipality's Chief Administrative Officer will notify the other municipality'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, cost sharing or servicing 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 9 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.

8. Indemnity

1. Parkland County shall indemnify and hold harmless the Summer Village of Kapasiwin, 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. The Summer Village of Kapasiwin 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 the Summer Village of Kapasiwin, its employees or agents in the performance of this Agreement.

9. Dispute Resolution

1. The Summer Village of Kapasiwin and Parkland County commit to resolving any disputes in a non-adversarial, informal and cost-efficient manner.

2. Both 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. Any dispute arising out of the implementation of this Agreement will first be addressed by the Chief Administrative Officers of both the Summer Village of Kapasiwin and Parkland County. 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.

4. 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 municipalities.

5. Where a dispute cannot be resolved to the satisfaction of the Mayor and Council of both municipalities, Parkland County and the Summer Village of Kapasiwin will seek the assistance of a mediator acceptable to both parties. The costs of mediation shall be shared equally between the municipalities.

6. In the event a dispute cannot be resolved through the 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.

7. The costs of arbitration shall be shared equally between the municipalities.

8. For all development, subdivision or planning matters, intermunicipal disputes shall follow dispute resolution processes outlined in existing municipal statutory and regulatory plans, and the *Municipal Government Act*. In situations where existing statutory and regulatory plans are in conflict with the *Municipal Government Act*, the *Municipal Government Act* shall prevail.

10. Dispute Resolution Process Chart

	Notes
STEP 1: CAO CAO's of both municipalities to resolve dispute through negotiation. *Timeline: Thirty (30) calendar days*	
STEP 2: Intermunicipal Committee Intermunicipal Committee to resolve dispute through negotiation. *Timeline: Thirty (30) calendar days*	
STEP 3: Mayor and Council Mayors and Council to resolve dispute through negotiation.	*STEP 3 timelines to be determined mutually by both Councils.*
STEP 4: Mediation Both municipalities to retain a mutually agreed to mediator to resolve dispute through mediation.	*STEP 4 timelines to be identified at the mediation stage.*
STEP 5: Formal Arbitration Both municipalities to retain a mutually agreed to arbitrator to resolve dispute through formal arbitration.	*STEP 5 timelines to be identified at formal arbitration. Decisions of an arbitrator are final and binding on both parties.*

11. 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 Summer Village of Kapasiwin to:

      Summer Village of Kapasiwin
      c/o Chief Administrative Officer
      Site 1, Box 57, RR1
      Onoway, AB T0E 1V0

12. Authorizations

Signed and dated on:

Mike Heck, CAO, Parkland County	Emily House, CAO, Summer Village of Kapasiwin
Date	Date

Appendix One: Potential Areas for future joint projects and initiatives

1. NONE LISTED AT THIS TIME